

MF111065

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF111065	01-002809		BRAZOS

<i>Survey</i>	NAVASOTA RIVER	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	2.92	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	
<i>Name</i>	UNIT PETROLEUM COMPANY	
<i>Lease Date</i>	5/4/2010	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$876.00	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

Leasing: BR

Analyst: BR

Maps: _____

GIS: AS



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

ATTENTION FILE USERS!
This file has been placed in table of contents order.
RETURN TO VAULT WITH DOCUMENTS IN ORDER!



F:1064522

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+ Pooling Agreement Pursuant
to TNPC 52.076. 5/27/10
4. DIVISION ORDER, Richardson
Branch 1-H. 7/21/10

Scanned sm 4/24/13

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Scanned PJ 2-25-15

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Scanned sm 01/13/2020

McELROY, SULLIVAN & MILLER, L.L.P.
Attorneys at Law

MAILING ADDRESS
P.O. BOX 12127
AUSTIN, TX 78711

1201 SPYGLASS DRIVE
SUITE 200
AUSTIN, TX 78746

TELEPHONE
(512) 327-8111
FAX
(512) 327-6566

May 20, 2010

Via Hand Delivery

Mr. J. Daryl Morgan, CPL
Energy Resources Division
Texas General Land Office
1700 North Congress
Austin TX 78701

Re: 52.076 Pooling Agreement
Unit Petroleum Company
Richardson Ranch Unit No. 1H
Brazos County, Texas

Dear Mr. Morgan:

Enclosed are duplicate originals of the 52.076 Pooling Agreement to pool riverbed acreage into the Richardson Ranch Unit No. 1H that have been executed by the appropriate Unit officer. Also please find enclosed Check No. 2418278, drawn on the account of Unit Petroleum Company in the amount of \$876.00 in payment of the bonus for the above-referenced pooling.

If I can assist you with additional information regarding this matter, please let me know.

When the agreement has been executed by the Commissioner, please return one original to me and I will forward it to Unit.

Thank you for your assistance with this application.

Sincerely,



Paul R. Tough

Enclosures

S:\sh\client files\unit - 1058\richardson ranch, kurten woodbine prospect, brazos county - 1058-52\



UNIT PETROLEUM COMPANY
 PO BOX 702500 * TULSA, OK 74170-2500

DETACH AND RETAIN THIS STATEMENT
 ATTACHED CHECK IS IN SETTLEMENT OF ACCOUNT AS STATED BELOW

INV DATE	INVOICE DESCRIPTION	INVOICE #	BATCH	INV NET
5/13/10		051310	97872	876.00

10707885

121

5
1
3
/
1
0

RECEIVED
MAY 20 2010
RECEIVER'S OFFICE

5/17/10	2418278	CHECK DATE/NUMBER	I.D. NO. 002-0128612	TOTAL	876.00
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File No. MF111065

Letter + bonus

Date Filed: 9/20/10
Jerry Patterson, Commissioner

By: 

2.50.70



May 27, 2010

Mr. Paul Tough
McElroy, Sullivan & Miller, L.L.P.
P. O. Box 12127
Austin, Texas 78711-2127

RE: 52.076 Pooling Agreement
Unit Petroleum Company
Richardson Ranch Unit No. 1H
Brazos County, Texas

Dear Mr. Tough:

Enclosed is a duplicate original of the above referenced Pooling Agreement that has been executed by Jerry E. Patterson, Commissioner of the Texas General Land Office. We have retained the other duplicate original of the Agreement, which will be filed in Mineral File **M-111065**. Please have your client refer to this file number when reporting and paying royalties to the State and in all future correspondence involving the State's unleased mineral interest within the referenced unit. We also hereby acknowledge receipt of the check for \$876.00 as the consideration to the State for pooling the unleased interest.

Thank you for your assistance with this matter, if you have any questions, please do not hesitate to contact me.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

2.

File No. MF 111065

210 letter

Date Filed: 5/27/10

Jerry Patterson, Commissioner

By: 

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA10-69

Unit Number 4731
Operator Name UNIT PETROLEUM COMPANY **Effective Date** 5/4/2010
Customer ID C000045129 **Unitized For** Oil & Gas
Unit Name Richardson Ranch Unit No. 1H **Unit Term** 0 Months
County 1 Brazos
County 2 Old Unit Number Inactive Status Date
County 3 0
RRC District: 03 0
Unit Type: Permanent 0
State Royalty Interest: 0.0016675423167 0
State Part in Unit: 0.006670169267 0
Unit Depth Below **Well:** Other
Below Depth 7840 **Formation:** Woodbine
Above Depth 8650 **Participation Basis:** Surface Acreage
 [If Exclusions Apply: See Remarks]

MF Number MF111065 **Tract Number** 2
Lease Acres 2.92 / **Total Unit Acres** 437.77 =
Tract Participation: 0.0066702 X
Lease Royalty 0.25 = **Manual Tract Participation:** [] 0
Tract Royalty Participation 0.0016675 **Manual Tract Royalty:** [] 0

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

01-002809

API Number
420413204200

RRC Number
0

Remarks:

A part of the Navasota River is being pooled pursuant to T.N.R.C. 52.076 - MF111065 assigned to acreage.

Prepared By:

5-6-10 m

Prepared Date:

5-6-10

GLO Base Updated By:

5-6-10 m

GLOBase Date:

5-6-10

RAM Approval By:

SK

RAM Approval Date:

5-6-2010

GIS By:

KS

GIS Date:

6-8-10

Pooling Committee Report

To: School Land Board PA10-69
Date of Board Meeting: May 4, 2010 Unit Number: 4731
Effective Date: 5/4/2010
Unit Expiration Date: Permanent
Applicant: UNIT PETROLEUM COMPANY
Attorney Rep: Paul Tough
Operator: UNIT PETROLEUM COMPANY
County 1: Brazos
County 2:
County 3:
Unit Name: Richardson Ranch Unit No. 1H
Field Name: Madisonville, W. (Woodbine -A-)

<u>Land Type</u>	<u>MF Number</u>	<u>Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Acres in Unit</u>	<u>Royalty Participation</u>
UR		0.25				2.92	0.0016675

A part of the Navasota River is being pooled pursuant to Texas Natural Resources Code 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	434.85
State Acres:	2.92
Total Unit Acres:	437.77

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	0.67%
<u>State Unit Royalty:</u>	0.17%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil & Gas
<u>Term:</u>	0 Months

<u>Well Location:</u>
Private Land


<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	160+Rule86

REMARKS:

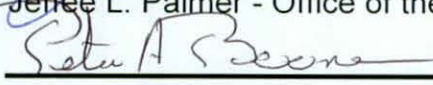
- Unit Petroleum Company is requesting permanent oil and gas pooling of the Woodbine Formation defined as the stratigraphic interval or its correlative equivalent occurring from 7,840 feet to 8,650 feet as seen on the log of Unit Petroleum Company's Johnston Ranch well (API 4204132033).
- The applicant spud the proposed unit well on March 10, 2010 to test the Woodbine Formation. The proposed total depth is 8,600 feet.
- To compensate the State for lost lease bonus on the unleased Navasota River acreage the applicant has agreed to pay the Permanent School Fund \$300.00 per acre for a total of \$876.00.
- With approval of the unit the State's unit royalty participation will be 0.17%. The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

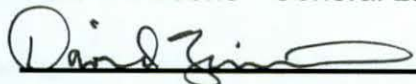
- The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Jeffrey L. Palmer - Office of the Attorney General



Peter A. Boone - General Land Office



David Zimmerman - Office of the Governor

4-22-10

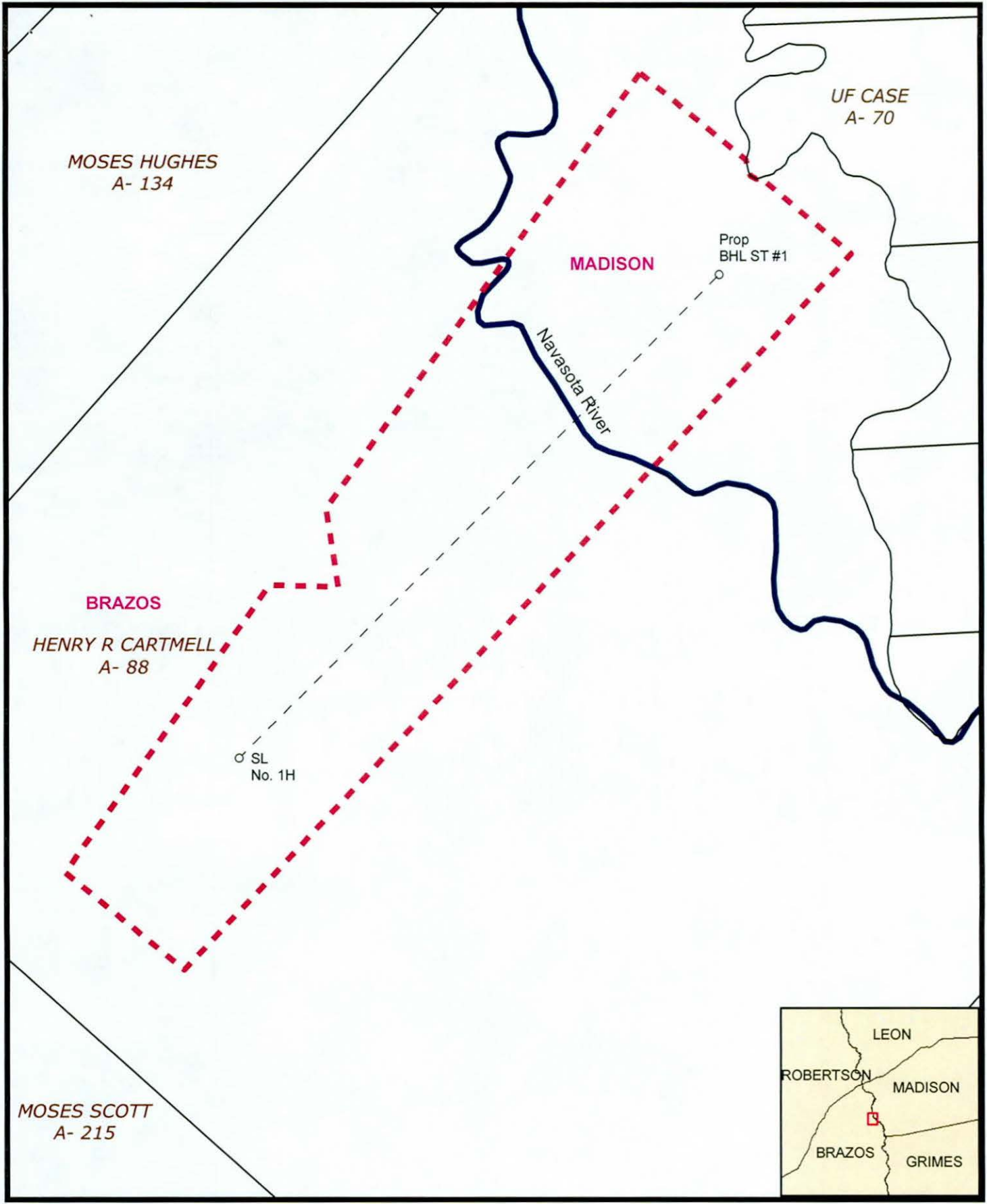
Date:

4.22.10

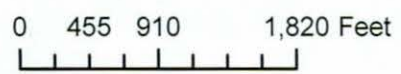
Date:

4-26-10

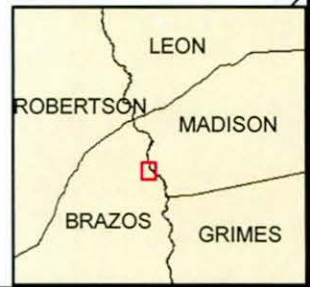
Date:



Richardson Ranch Unit No. 1H
 Unit Petroleum Company
 A part of the Navasota River is being pooled
 pursuant to T.N.R.C. 52.076
 Madisonville, W. (Woodbine -A-)
 Brazos County
 Unit #4731
 PA10-69



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
 April 20, 2010

**POOLING AGREEMENT PURSUANT TO TNRC § 52.076
STATE OF TEXAS / UNIT PETROLEUM COMPANY
RICHARDSON RANCH UNIT NO. 1H
M-111065
BRAZOS COUNTY, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Commissioner of the General Land Office of the State of Texas ("State"), and Unit Petroleum Company.

WITNESSETH THAT:

WHEREAS, the State owns the minerals under 2.92 acres of the Navasota River contained within the boundaries of the 437.77-acre, Richardson Ranch Unit No. 1H ("Unit"); said 2.92 acres being hereinafter referred to as the ("unleased interest"); and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has authority to pool unleased river beds and channels owned by the State; and

WHEREAS, Unit Petroleum Company and the State desire to pool the unleased interest into the Unit; and

WHEREAS, The School Land Board at its regular meeting on May 4, 2006, determined that pooling said unleased interest as to oil and gas in the Woodbine Formation as further defined in Exhibit "2" is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to the State of \$876.00 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Unit Petroleum Company agree that nothing herein shall be construed as granting a leasehold interest to Unit Petroleum Company in the unleased interest but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Unit Petroleum Company with respect to the unleased interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Unit Petroleum Company the Lessee and the State shall receive its share of unit production in the form of a royalty as provided in Exhibit "1" and allocated to the State as provided in Exhibit "2" with no obligation to the State for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall be effective from the date of first production from the unit well and shall remain in effect for a term of one year from May 4, 2010 (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record.

5. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

6. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

7. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed 5/26/10

STATE OF TEXAS

legal MS
leas. M
cont. M
exec. J

Jerry E. Patterson
Jerry E. Patterson, Commissioner
General Land Office

Date Executed May 13, 2010

UNIT PETROLEUM COMPANY

By: D.M. Fankhouser
D.M. Fankhouser

Its: Vice-President Eff 5/12/2010

STATE OF ~~TEXAS~~ OKLAHOMA

COUNTY OF TULSA

This instrument was acknowledged before me on MAY 13, 2010, by D.M. FANKHOUSER as VICE PRESIDENT of Unit Petroleum Company, an OKLAHOMA corporation on behalf of said corporation.



Linda K. Knight
Notary Public in and for the State of ~~Texas~~ OKlahoma

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on May 4, 2010, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 27th day of May, 2010.

Stephanie Crenshaw
Secretary of the School Land Board

EXHIBIT "1"

§52.076 Exhibit 1, Revised 3/07

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) **OIL:** As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby pooled is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) **NON-PROCESSED GAS:** As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this agreement contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) **PROCESSED GAS:** As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS:** As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) **NO DEDUCTIONS:** Lessee agrees that all royalties accruing to Lessor under this agreement shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) **ROYALTY IN KIND:** Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this agreement be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this agreement.

(G) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this agreement's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the pooled area after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this agreement.

(H) **MINIMUM ROYALTY:** The royalties paid to Lessor each year in no event shall be less than \$5.00 per acre pooled; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of first production a sum equal to \$5.00 per acre pooled less the amount of royalties paid during the preceding year.

3. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid to each lease number. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

4. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of pooled mineral reserves underlying the pooled area and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled

mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on the pooled unit shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the unit and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

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

5. OFFSET WELLS: If the pooled mineral should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this agreement, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this agreement begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this agreement, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this agreement, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

6. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM: If, at the expiration of the primary term, the pooled mineral is not being produced from the pooled area, but Lessee is then engaged in drilling or reworking operations thereon, this agreement shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this agreement.

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

8. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time a well capable of producing the pooled mineral in paying quantities is located on the pooled area, but the pooled mineral is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre pooled, but not less than \$1,200 for each well capable of producing the pooled mineral in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term (2) 60 days after the Lessee ceases to produce the pooled mineral from the pooled area, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the terms of this agreement; whichever date is latest. If the shut-in oil or gas royalty is paid, this agreement shall be considered to be a producing agreement and the payment shall extend the term of the agreement for a period of one year from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the pooled mineral exists, Lessee may extend this agreement for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

9. COMPENSATORY ROYALTIES: If, during the period the agreement is kept in effect by payment of the shut-in oil or gas royalty, the pooled mineral is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the pooled area and completed in the same producing reservoir, or in any case in which drainage of the pooled mineral is occurring, the right to continue to maintain the agreement by paying the shut-in oil or gas royalty shall cease, but the agreement shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the agreement for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in this agreement of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the pooled area. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the pooled mineral is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the pooled area; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments, which are not timely paid, will accrue penalty and interest in accordance with Paragraph 3 of this agreement.

10. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the pooled area; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

11. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the pooled area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a this agreement to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

12. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this agreement, a legible sign on which shall be stated the name of the operator, the State Lease Number designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are

connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this agreement.

13. ASSIGNMENTS: The agreement may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the agreement, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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 agreement, including any liabilities to the state for unpaid royalties.

14. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all of the pooled mineral produced from the unit to secure payment of all unpaid royalty and other sums of money that may become due under this agreement. By acceptance of this agreement, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all pooled minerals in and extracted from the pooled area, all proceeds which may accrue to Lessee from the sale of such minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the pooled area used in connection with the production or processing of such minerals in order to secure the payment of all royalties or other amounts due or to become due under this agreement and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this agreement, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's pooling of the area. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this agreement forfeited as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement 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 or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this agreement and the rules and regulations that may be adopted relative hereto.

16. RIVERBED TRACTS: Lessee is hereby specifically granted the right of eminent domain and condemnation as provided in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

17. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140

18. REMOVAL OF EQUIPMENT: Upon the termination of this agreement, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells on State Land without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the pooled area the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of the pooled mineral therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

19. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of operations suspended as provided in the rules and regulations adopted by the School Land Board); and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area; provided, however, that nothing herein shall be construed to suspend the or to abridge Lessee's right to a suspension under any applicable statute of this State.

20. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

21. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

22. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on Permanent School Fund Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998).

23. VENUE: Lessor and lessee, hereby agree that venue for any dispute arising out of a provision of this agreement, whether express or implied, regarding interpretation of this agreement, or relating in any way to this agreement or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

24. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the top of the Woodbine Formation to 100 feet below the base of the Woodbine Formation, which is defined as the stratigraphic interval or its correlative equivalent occurring from 7,840 feet to 8,650 feet as seen on the log of the Unit Petroleum Company, Johnson Ranch well API No. 42-041-32033 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (f) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 437 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

- (g) This Agreement shall not relieve Lessee from the duty of protecting the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

DISSOLUTION:

6.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

7.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

Exhibit "A"

Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Oil, Gas and Mineral Lease from George A. Richardson, as Lessor, to Unit Petroleum Company, as Lessee dated July 2, 2008 and recorded in Volume 8768, Page 280 of the Official Public Records of Brazos County, Texas

Pooling Agreement by and between the State of Texas and Unit Petroleum Company for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Exhibit "B"

Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Being 437.77 acres of land situated in the H.R. Cartmell Survey, A-88, Brazos County, Texas, and being a part of a 640 acre tract in that certain deed dated May 21, 1975 from Travis B. Bryan, Jr., Administrator of the Estates of George E. Adams and Mary Barton Adams, both deceased, et al, to Hazel Adams Richardson, recorded in Volume 348 at Page 283 of the Deed Records of Brazos County, Texas, and also being a part of an unrecorded tract of land owned by The State of Texas described as the riverbed of the Navasota River, the 437.77 acre tract being more particularly described as follows:

BEGINNING at the most southerly corner of a 124.019 acre tract known as the Adams Acres Subdivision as described in the Dedication of said Subdivision recorded in Volume 370, Page 499, Deed records of Brazos County, Texas; also being on the north right-of-way line of F.M. 974 a concrete monument set for corner;

Thence north 45° 08' 36" west 3590.52 feet along said F.M. 974 right-of-way to point for corner;

Thence north 37° 35' 55" east 513.15 feet to point for corner;

Thence south 45° 08' 36" east 400 feet to point for corner;

Thence south 37° 35' 55" east 487.16 feet to point for corner and the **PLACE OF BEGINNING** of this 437.77 acre tract;

Thence north 34° 35' 00" east for a distance of 3434.50 feet;

Thence north 85° 25' 42" east for a distance of 594.64 feet;

Thence north 07° 21' 25" west for a distance of 685.09 feet;

Thence north 34° 38' 32" east for a distance of 5301.42 feet;

Thence south 48° 01' 40" east for a distance of 1327.40 feet;

Thence south 03° 21' 16" west for a distance of 5.16 feet;

Thence south 03° 21' 16" west for a distance of 49.39 feet;

Thence south 02° 56' 01" east for a distance of 43.99 feet;

Thence south 44° 00' 49" east for a distance of 75.18 feet;

Thence south 58° 03' 58" east for a distance of 61.97 feet;

Thence north 73° 13' 43" east for a distance of 63.90 feet;

Thence north 42° 07' 33" east for a distance of 13.61 feet;

Thence south 48° 01' 40" east for a distance of 1054.32 feet;

Thence south 41° 46' 37" west for a distance of 5906.37 feet;

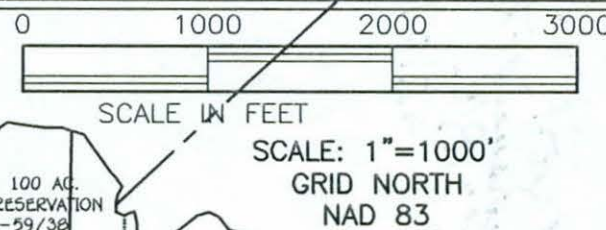
Thence south 41° 37' 55" west for a distance of 1298.23 feet;

Thence south 41° 33' 49" west for a distance of 2341.10 feet;

Thence north 47° 53' 33" west for a distance of 1431.86 feet to the **PLACE OF BEGINNING** and containing 437.77 acres of land.

Exhibit "C"

Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas.



N=10,310,846.63'
E=3,591,681.10'
LAT=30°53'17.874"N
LONG=96°12'12.316"W

703.00 AC. (TR.3)
345/555

640.00 AC. (TR.4)
348/283

PROPOSED BHL ST#1

SCALE: 1"=1000'
GRID NORTH
NAD 83

OLD CHANNEL
NAVASOTA RIVER
CIRCA 1974

TRACT	ACREAGE IN UNIT	LEASE	VOL./PG
1	434.85	GEORGE A. RICHARDSON	8768/280
2	2.92	STATE OF TEXAS NAVASOTA RIVER	
437.77 ACRE UNIT			

RICHARDSON RANCH NO. 1H
SURF. LOC. ELEV: 266'

437.77
ACRE UNIT

640.00 AC. (TR.4)
348/283

618.00 AC. (TR.5)
346/491

NOTES:

1. BEARINGS BASED ON GRID NORTH (NAD 83) COORDS. ARE GRID-NAD 83-TX. CENT. ZONE U. S. SURVEY FEET.
2. WELL LOCATED N33°04'E~16.3 MILES FROM BRYAN, TEXAS.
3. INDICATES LIMITS OF LEASE.
4. SURF. LOC. POSITION:NAD 83-GRID
NORTHING(Y)=10,304,067.76'
EASTING(X)=3,587,799.38'
LAT=30°52'12.244"N
LONG=96°12'59.716"W
PROPOSED BHL ST#1:NAD 83-GRID
NORTHING(Y)=10,308,883.26'
EASTING(X)=3,592,368.49'
LAT=30°52'58.201"N
LONG=96°12'05.269"W
DERIVED FROM GPS STATIC OBSERVATIONS. ACCURACY=0.5'.

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	N34°35'00"E	3434.50'
L2	N85°25'42"E	594.64'
L3	N07°21'25"W	685.09'
L4	N34°38'32"E	5301.42'
L5	S48°01'40"E	1327.40'
L6	S03°21'16"W	5.16'
L7	S03°21'16"W	49.39'
L8	S02°56'01"E	43.99'
L9	S44°00'49"E	75.18'
L10	S58°03'58"E	61.97'
L11	N73°13'43"E	63.90'
L12	N42°07'33"E	13.61'
L13	S48°01'40"E	1054.32'
L14	S41°46'37"W	5906.37'
L15	S41°37'55"W	1298.23'
L16	S41°33'49"W	2341.10'
L17	N47°53'33"W	1431.86'

REVISED:03-30-10
INCREASED TO 437.77 AC. UNIT

703.00 AC. (TR.3)
345/555

N=10,302,931.58'
E=3,586,213.75'
LAT=30°52'01.586"N
LONG=96°13'18.381"W

THIS PLAT IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE
WELL LOC. PLAT PREPARED: FEB., 2010

BY: S. M. KLING

H. R. CARTMELL SURVEY, A-88

MOSES HUGHES SURVEY, A-134

H. R. CARTMELL SURVEY, A-88

W. MIDDLETON SURVEY, A-172

FM NO. 974

RICHARDSON RANCH NO.1H.

UNIT PETROLEUM COMPANY

H. R. CARTMELL SURVEY, A-88
BRAZOS COUNTY, TEXAS

SCALE: 1"=1000' FEB., 2010

File No.

MF 111065

Pooling Committee Report +
Pooling Agreement Pursuant to

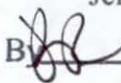
Date Filed:

5/27/10 TNBC

Jerry Patterson, Commissioner

52.076

By



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 21, 2010

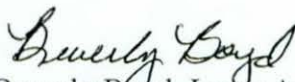
Unit Petroleum Co.
PO Box 702500
Tulsa, OK 74170

Re: State Lease MF111065 - **Please refer to this lease number with all correspondence**
Richardson Ranch #1-H
6646776

The General Land Office has received and filed the division order submitted for the above-referenced state lease. Please be advised that the payment of royalties attributable to state-owned mineral interests is set by statute. As the execution of division orders may, in some cases, affect the manner in which such payments are paid or calculated, it is the policy of this office not to execute them.

Subject to applicable state law and the state's right to take its production in-kind, the General Land Office acquiesces to the sale of oil and gas under the terms and conditions set out in the oil and gas lease. If you should have questions concerning this matter, please feel free to call me at (512) 463-6521.

Sincerely,


Beverly Boyd, Lease Analyst
Mineral Leasing Division

DIVISION ORDER



Unit Petroleum Company
P.O. Box 702500
Tulsa, OK 74170-2500
Phone: (918) 493-7700 Fax: (918) 493-7711

Date: July 15, 2010

Effective Date First Sales

(PJR)

Property Number: 6646776
Property Name: **Richardson Ranch # 1-H** MF111065
Operator: Unit Petroleum Company
County and State: Brazos County, Texas
Property Description: H R Cartmell Svy A-88, containing 437.75 acres more or less
Production: Oil _____ Gas _____ Both X

SEE ATTACHED EXHIBIT 'A'

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Unit Petroleum Company.

Unit Petroleum Company 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.

Unit Petroleum Company 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 Unit Petroleum Company any amount attributable to an interest to which the undersigned is not entitled.

Unit Petroleum Company may accrue proceeds until the total amount equals \$25.00 or pay annually, whichever occurs first, or as required by applicable state statute.

This Transfer 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 and gas.

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

Owner(s) Signature(s): _____

DATE OF SIGNATURE: _____

Owner(s) SS/Tax I.D. Number(s): _____

Owner Daytime (or cell phone) Telephone #: _____

OWNER'S FILE COPY

Address: _____

Type of Payee:

- Individual Partnership Estate or Trust Proprietorship
- Corporation Tax Exempt Other (Specify) _____
- Federal, State or Local Governmental Agency

EXHIBIT MUST REMAIN ATTACHED

Federal Law requires you to furnish your Social Security or Tax Identification Number
Failure to comply will result in 28% tax withholding and will not be refundable by Unit Petroleum Company.

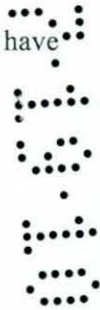


EXHIBIT "A"
 UNIT PETROLEUM COMPANY
 RICHARDSON RANCH # 1-H / 6646776 BRAZOS COUNTY, TEXAS
 H R CARTMELL SVY A-88, 437.75 ACRES, MORE OR LESS
 ATTACHED TO DIVISION ORDER DATED JULY 15, 2010

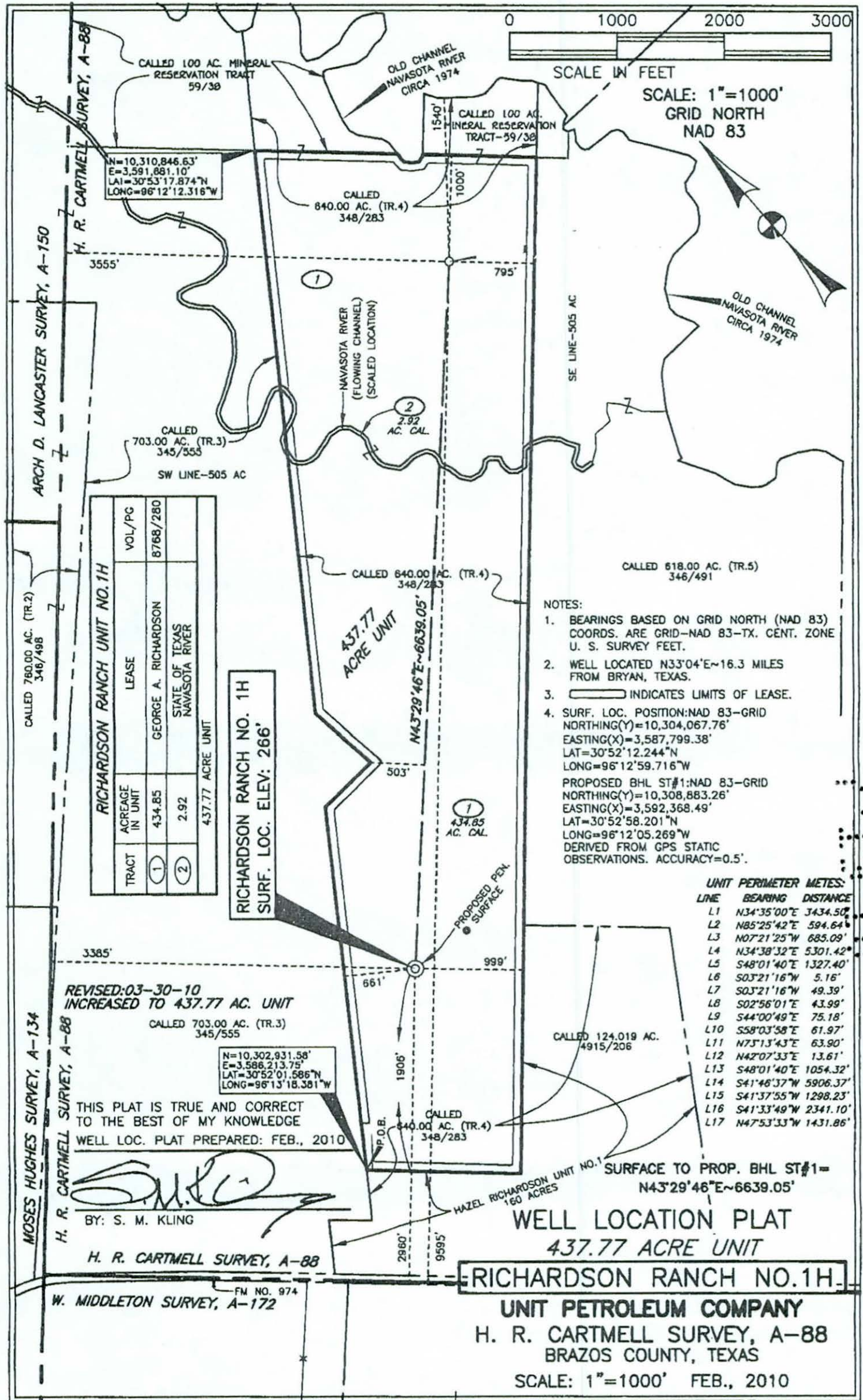
OWNER ID #	NAME	INTEREST	TYPE
0053202	AXIS EXPLORATION LLC 15 W 6TH ST STE 2350 TULSA OK 74119-5415	.001533900	ORRI
0065948	TERRY J BARRON 6615 E 78TH PLACE TULSA OK 74133-3413	.015993300	ORRI
0003146	CHRIS GIROUARD P O BOX 2307 TULSA OK 74101-2307	.001728900	ORRI
0065949	KEVIN A HUMPHREY 7195 EAST 520 ROAD CLAREMORE OK 74019-2241	.000894800	ORRI
0009999	UNIT PETROLEUM COMPANY P O BOX 702500 TULSA OK 74170	.001333800	ORRI
0065951	W E WARNOCK JR PO BOX 1331 JENKS OK 74037-1331	.004373400	ORRI
0068763	GEORGE ADAMS RICHARDSON 3201 UNIVERSITY DR E STE 255 BRYAN TX 77802-3483	.198666000	RI
0008116	STATE OF TEXAS COMMISSIONER OF GENL LAND OFC STEPHEN F AUSTIN BLDG 1700 N CONGRESS AVENUE AUSTIN TX 78701	.001667500	RI
0053202	AXIS EXPLORATION LLC 15 W 6TH ST STE 2350 TULSA OK 74119-5415	.038690400	WI
0063841	JAYSIMS ENERGY LLC % TERRY BARRON 6615 E 78TH PLACE TULSA OK 74133-3413	.002798800	WI
0009999	UNIT PETROLEUM COMPANY P O BOX 702500 TULSA OK 74170	.724996000	WI
0008891	UNIT 2010 EMPLOYEE OIL & GAS LIMITED PARTNERSHIP PO BOX 702500 TULSA OK 74170	.007323200	WI
	TOTAL	1.000000000	

7/15/10 pjr

Eff 7/14/2010

8/22 7-15-10





RICHARDSON RANCH UNIT NO. 1H		
TRACT	ACREAGE IN UNIT	VOL/PG
1	434.85	8768/280
2	2.92	
437.77 ACRE UNIT		

RICHARDSON RANCH NO. 1H
SURF. LOC. ELEV: 266'

REVISED: 03-30-10
 INCREASED TO 437.77 AC. UNIT
 CALLED 703.00 AC. (TR.3)
 345/555

N=10,302,931.58'
 E=3,588,213.75'
 LAT=30°52'01.586\"N
 LONG=96°13'18.381\"W

THIS PLAT IS TRUE AND CORRECT
 TO THE BEST OF MY KNOWLEDGE
 WELL LOC. PLAT PREPARED: FEB., 2010

[Signature]
 BY: S. M. KLING

H. R. CARTMELL SURVEY, A-88

FM NO. 974
 W. MIDDLETON SURVEY, A-172

- NOTES:
- BEARINGS BASED ON GRID NORTH (NAD 83) COORDS. ARE GRID-NAD 83-TX. CENT. ZONE U. S. SURVEY FEET.
 - WELL LOCATED N33°04'E~16.3 MILES FROM BRYAN, TEXAS.
 - INDICATES LIMITS OF LEASE.
 - SURF. LOC. POSITION: NAD 83-GRID
 NORTHING(Y)=10,304,067.76'
 EASTING(X)=3,587,799.38'
 LAT=30°52'12.244\"N
 LONG=96°12'59.716\"W
 PROPOSED BHL ST#1: NAD 83-GRID
 NORTHING(Y)=10,308,883.26'
 EASTING(X)=3,592,368.49'
 LAT=30°52'58.201\"N
 LONG=96°12'05.269\"W
 DERIVED FROM GPS STATIC OBSERVATIONS. ACCURACY=0.5'.

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	N34°35'00\"E	3434.50'
L2	N85°25'42\"E	594.64'
L3	N07°21'25\"W	685.09'
L4	N34°38'32\"E	5301.42'
L5	S48°01'40\"E	1327.40'
L6	S03°21'16\"W	5.16'
L7	S03°21'16\"W	49.39'
L8	S02°56'01\"E	43.99'
L9	S44°00'49\"E	75.18'
L10	S58°03'58\"E	61.97'
L11	N73°13'43\"E	63.90'
L12	N42°07'33\"E	13.61'
L13	S48°01'40\"E	1054.32'
L14	S41°46'37\"W	5906.37'
L15	S41°37'55\"W	1298.23'
L16	S41°33'49\"W	2341.10'
L17	N47°53'33\"W	1431.86'

WELL LOCATION PLAT
 437.77 ACRE UNIT
 SURFACE TO PROP. BHL ST#1=
 N43°29'46\"E~6639.05'

RICHARDSON RANCH NO. 1H.
UNIT PETROLEUM COMPANY
 H. R. CARTMELL SURVEY, A-88
 BRAZOS COUNTY, TEXAS
 SCALE: 1"=1000' FEB., 2010



UNIT PETROLEUM COMPANY

A Subsidiary of Unit Corporation®
A New York Stock Exchange Company

July 15, 2010

TO: INTEREST OWNERS

RE: Richardson Ranch # 1-H
H. R. Cartmell Svy A-88
containing 437.75 acres, more or less
Brazos County, Texas

Enclosed you will find Division Orders reflecting the decimal interests of the Owners in the referenced well. Please review the entire division order and Exhibit "A" for correctness. Fill in a current mailing address, Social Security Number and/or Tax ID # in the spaces provided. Return one fully executed Division Order to our office for further processing.

Without a correct Social Security Number or Tax Identification Number, federal law requires that 28% of your revenue be withheld for the Internal Revenue Service.

Should you have any questions, please contact our office.

Sincerely,

Unit Petroleum Company

Phyllis Raynor

Phyllis Raynor
Division Order Analyst
Phone: 918/477-4469

EnclosureS

111065

4.

000000

File No. MF 111065
Richardson Ranch PH

DIVISION ORDER

Date Filed: 7/21/10

Jerry E. Patterson, Commissioner

By: [Signature]

Leases cover the following described lands as a single unitized area designated as the MARTIN OIL & GAS COMPANY - HAZEL RICHARDSON UNIT NO. 1 containing 160 acres, for the purpose of developing and operating the pooled acreage for the production, storage and marketing of crude oil all as provided in and authorized by said Leases, to-wit:

160 acres, more or less, out of the H. R. Cartmell Survey, A-88, Brazos County, Texas described by metes and bounds as follows:

BEGINNING at the most southerly corner of a 124.019 acre tract known as Adams Acres Subdivision as described in the Dedication of said Subdivision recorded in Volume 370, Page 499, Deed Records of Brazos County, Texas; also being on the north right-of-way line of F.M. Road 974 a concrete monument set for corner;

THENCE north $45^{\circ} 08' 36''$ west 3590.52 feet along said F.M. 974 right-of-way to point for corner;

THENCE north $37^{\circ} 35' 55''$ east 513.15 feet to point for corner;

THENCE south $45^{\circ} 08' 36''$ east 400 feet to point for corner;

THENCE north $37^{\circ} 35' 55''$ east 487.16 feet to point for corner;

THENCE south $45^{\circ} 08' 36''$ east 1456.41 feet to point for corner;

THENCE north $44^{\circ} 29' 28''$ east 1694.21 feet; THENCE north $41^{\circ} 38' 23''$ east 636.93 feet to iron rod set for corner also being the most northerly corner of Tract 4F of the Adams Acres Subdivision;

THENCE south $45^{\circ} 18' 41''$ east 1359.59 feet to point for corner being the most easterly corner of Tract 4G of the Adams Acres Subdivision;

THENCE south $35^{\circ} 35' 32''$ west 3376.33 feet to PLACE OF BEGINNING containing 160 acres;

said 160 acre tract is designated on the plat attached hereto and marked Exhibit "B".

The shape and description of the above described Unit has been established by using the best information currently available. If in the future additional survey or other data are provided indicating that an error has been made or any other revisions are necessary, the undersigned party specifically reserves the right to amend or modify

this unit. In such event the undersigned party shall execute an appropriate instrument reflecting such amendment or modification and shall file same for record in Brazos County, Texas.

The terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

This Unit shall be effective on February 1, 1982.

EXECUTED this 25 day of February, 1982.

Malette Martin
MALETTE MARTIN G/b/a MARTIN
OIL & GAS COMPANY

APPROVED:

VETERANS LAND BOARD

By Bob Armstrong
Bob Armstrong
Approved as to: Contents MS
Forms MS
Execution RK

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared MALETTE MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 25 day of February, 1982.



David R. Streit
Notary Public in and for
Harris County, T E X A S

DAVID R. STREIT
Notary Public in and for the State of Texas
My Commission Expires 3/31/85

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bob Granderson, Chairman of the VETERANS LAND BOARD OF THE STATE OF TEXAS, 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 therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 25th day of February, 1982.



Maë Vrazel
Notary Public in and for
Travis County, T E X A S

MAE VRAZEL
GENERAL NOTARY
COMMISSION EXPIRES 7/30/85

51
VOL. PAGE 521

EXHIBIT "A"

TO UNIT DESIGNATION (HAZEL RICHARDSON UNIT NO. 1) EXECUTED
FEBRUARY 23, 1982 BY MALETTE MARTIN d/b/a MARTIN OIL & GAS
COMPANY:

1. Oil, Gas and Mineral Lease dated June 8, 1981 executed by Hazel Adams Richardson, Lessor to Nemec Energy Resources, Inc., Lessee recorded in Volume 39, Page 462, Oil and Gas Lease Records of Brazos County, Texas; ONLY INSOFAR AS SAID LEASE COVERS THE ACREAGE INCLUDED IN THIS UNIT DESIGNATION, BEING APPROXIMATELY 130 ACRES;
2. Oil, Gas and Mineral Lease dated August 29, 1981 executed by Joe C. Nail, et ux Patricia McCormack Nail, Lessors to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 176, Oil and Gas Lease Records of Brazos County, Texas;
3. Oil, Gas and Mineral Lease dated August 29, 1981 executed by Rodrick K. Wolf, et ux Paige H. Wolf, Lessors to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 181, Oil and Gas Lease Records of Brazos County, Texas;
4. Oil, Gas and Mineral Lease dated August 29, 1981 executed by Archie D. Griggs, et ux Lila F. Griggs, Lessors to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 190, Oil and Gas Lease Records of Brazos County, Texas;
5. Oil, Gas and Mineral Lease dated August 29, 1981 executed by Wallace Leonard Williams, et ux Judy Kay Williams, Lessors to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 171, Oil and Gas Lease Records of Brazos County, Texas;
6. Oil, Gas and Mineral Lease dated August 29, 1981 executed by William Thomas Hawthorne, et ux Fae F. Hawthorne, Lessors to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 166, Oil and Gas Lease Records of Brazos County, Texas;
7. Oil, Gas and Mineral Lease dated August 30, 1981 executed by Goldie Ruth Simpson Wilkins, Lessor to Nemec Energy Resources, Inc., Lessee recorded in Volume 41, Page 186, Oil and Gas Lease Records of Brazos County, Texas.

END OF EXHIBIT "A"

The undersigned does hereby certify that this plat/map is a correct representation of a location survey made on the ground.

E. E. Johnson

E. E. Johnson, RPS No. 3821

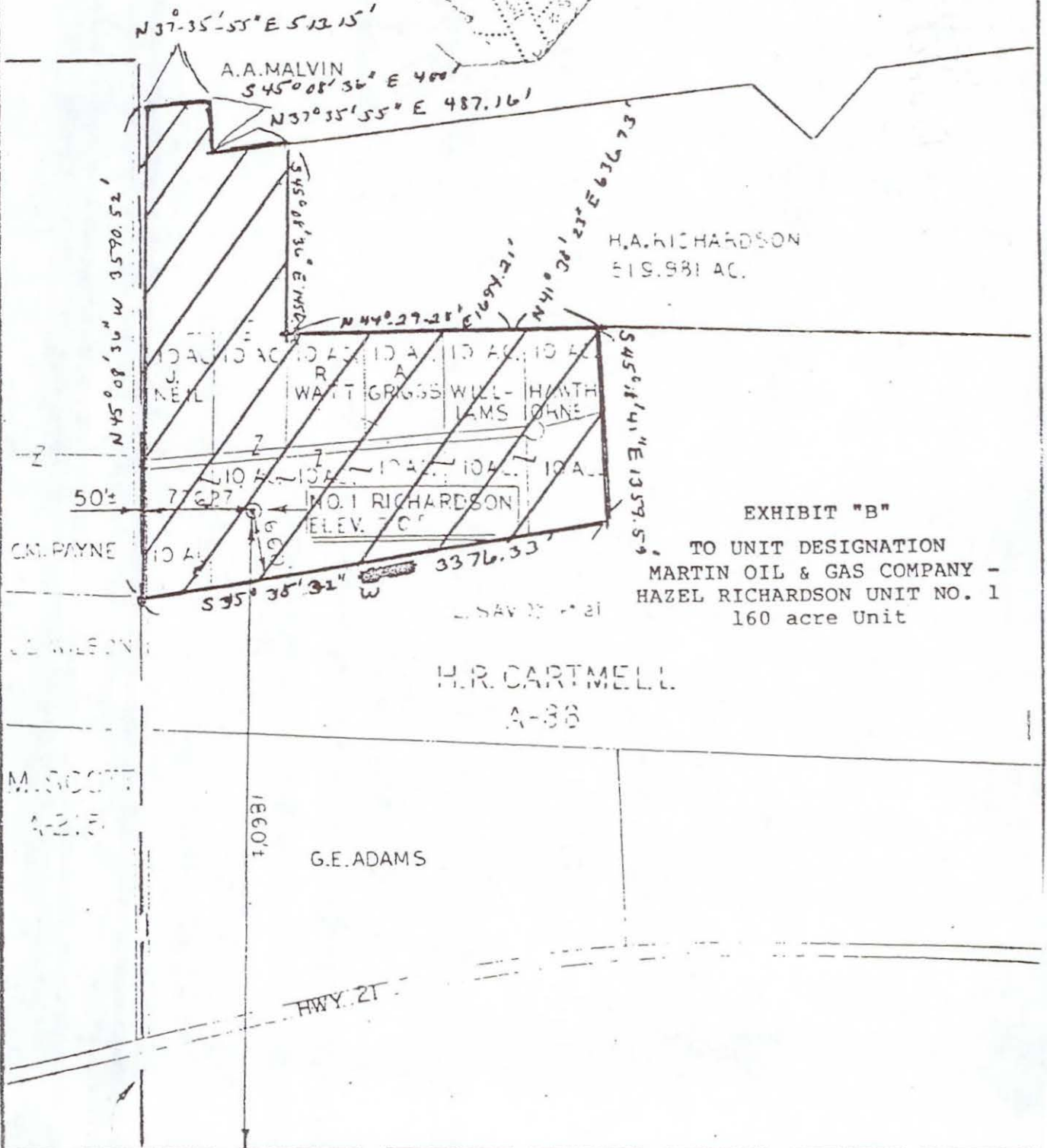


EXHIBIT "B"
TO UNIT DESIGNATION
MARTIN OIL & GAS COMPANY -
HAZEL RICHARDSON UNIT NO. 1
160 acre Unit



VOL. 51 PAGE 523

MARTIN OIL & GAS CO.
NO. 1 RICHARDSON - LOCATION MAP
H.R. CARTMELL SURVEY, A-88
BRADY COUNTY, TEXAS
E. E. JOHNSON & ASSOCIATES
ENGINEERS
CALDWELL, TEXAS

File No. M-111065
Recorder Unit Designation
Date Filed: 11/5/17
By: Jerry E. Patterson, Commissioner

**POOLING AGREEMENT PURSUANT TO TNRC § 52.076
STATE OF TEXAS / UNIT PETROLEUM COMPANY
RICHARDSON RANCH UNIT NO. 1H
M-111065
BRAZOS COUNTY, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Commissioner of the General Land Office of the State of Texas ("State"), and Unit Petroleum Company.

WITNESSETH THAT:

WHEREAS, the State owns the minerals under 2.92 acres of the Navasota River contained within the boundaries of the 437.77-acre, Richardson Ranch Unit No. 1H ("Unit"); said 2.92 acres being hereinafter referred to as the ("unleased interest"); and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has authority to pool unleased river beds and channels owned by the State; and

WHEREAS, Unit Petroleum Company and the State desire to pool the unleased interest into the Unit; and

WHEREAS, The School Land Board at its regular meeting on May 4, 2006, determined that pooling said unleased interest as to oil and gas in the Woodbine Formation as further defined in Exhibit "2" is in the best interest of the State.

NOW, THEREFORE, in consideration of the payment to the State of \$876.00 and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Unit Petroleum Company agree that nothing herein shall be construed as granting a leasehold interest to Unit Petroleum Company in the unleased interest but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.

3. The rights and duties of the State and Unit Petroleum Company with respect to the unleased interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Unit Petroleum Company the Lessee and the State shall receive its share of unit production in the form of a royalty as provided in Exhibit "1" and allocated to the State as provided in Exhibit "2" with no obligation to the State for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.

4. This Agreement shall be effective from the date of first production from the unit well and shall remain in effect for a term of one year from May 4, 2010 (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record.

5. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

6. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

7. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed 5/20/10

legal [Signature]
leas. [Signature]
cont. [Signature]
exec. [Signature]

STATE OF TEXAS

[Signature]
Jerry E. Patterson, Commissioner
General Land Office

Date Executed May 13, 2010

UNIT PETROLEUM COMPANY

By: [Signature]

D.M. Fankhouser

Its: Vice-President

eff 5/12/2010

STATE OF ~~TEXAS~~ OKLAHOMA

COUNTY OF TULSA

This instrument was acknowledged before me on MAY 13, 2010, by D. M. FANKHOUSER as VICE PRESIDENT of Unit Petroleum Company, an Oklahoma corporation on behalf of said corporation.



[Signature]
Notary Public in and for the State of ~~Texas~~ Oklahoma

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on May 4, 2010, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 27th day of May, 2010.

[Signature]
Secretary of the School Land Board

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof.

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby pooled is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) $\frac{1}{4}$ part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this agreement contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this agreement shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this agreement be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this agreement.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this agreement's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the pooled area after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this agreement.

(H) MINIMUM ROYALTY: The royalties paid to Lessor each year in no event shall be less than \$5.00 per acre pooled; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of first production a sum equal to \$5.00 per acre pooled less the amount of royalties paid during the preceding year.

3. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid to each lease number. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

4. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of pooled mineral reserves underlying the pooled area and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled

mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

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(B) DRILLING RECORDS: Written notice of all operations on the pooled unit shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the unit and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

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

5. OFFSET WELLS: If the pooled mineral should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this agreement, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this agreement begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this agreement, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this agreement, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

6. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM: If, at the expiration of the primary term, the pooled mineral is not being produced from the pooled area, but Lessee is then engaged in drilling or reworking operations thereon, this agreement shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this agreement.

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

8. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time a well capable of producing the pooled mineral in paying quantities is located on the pooled area, but the pooled mineral is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre pooled, but not less than \$1,200 for each well capable of producing the pooled mineral in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term (2) 60 days after the Lessee ceases to produce the pooled mineral from the pooled area, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the terms of this agreement; whichever date is latest. If the shut-in oil or gas royalty is paid, this agreement shall be considered to be a producing agreement and the payment shall extend the term of the agreement for a period of one year from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the pooled mineral exists, Lessee may extend this agreement for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

9. COMPENSATORY ROYALTIES: If, during the period the agreement is kept in effect by payment of the shut-in oil or gas royalty, the pooled mineral is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the pooled area and completed in the same producing reservoir, or in any case in which drainage of the pooled mineral is occurring, the right to continue to maintain the agreement by paying the shut-in oil or gas royalty shall cease, but the agreement shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the agreement for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in this agreement of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the pooled area. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the pooled mineral is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the pooled area; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty. Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments, which are not timely paid, will accrue penalty and interest in accordance with Paragraph 3 of this agreement.

10. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the pooled area; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

11. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the pooled area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a this agreement to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

12. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this agreement, a legible sign on which shall be stated the name of the operator, the State Lease Number designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are

connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this agreement.

13. ASSIGNMENTS: The agreement may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the agreement, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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 agreement, including any liabilities to the state for unpaid royalties.

14. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all of the pooled mineral produced from the unit to secure payment of all unpaid royalties and other sums of money that may become due under this agreement. By acceptance of this agreement, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all pooled minerals in and extracted from the pooled area, all proceeds which may accrue to Lessee from the sale of such minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the pooled area used in connection with the production or processing of such minerals in order to secure the payment of all royalties or other amounts due or to become due under this agreement and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this agreement, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's pooling of the area. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this agreement forfeited as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement 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 or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this agreement and the rules and regulations that may be adopted relative hereto.

16. RIVERBED TRACTS: Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

17. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140.

18. REMOVAL OF EQUIPMENT: Upon the termination of this agreement, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells on State Land without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the pooled area the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of the pooled mineral therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

19. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of operations suspended as provided in the rules and regulations adopted by the School Land Board); and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area; provided, however, that nothing herein shall be construed to suspend the or to abridge Lessee's right to a suspension under any applicable statute of this State.

20. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

21. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

22. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on Permanent School Fund Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN. Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998).

23. VENUE: Lessor and lessee, hereby agree that venue for any dispute arising out of a provision of this agreement, whether express or implied, regarding interpretation of this agreement, or relating in any way to this agreement or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

24. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the top of the Woodbine Formation to 100 feet below the base of the Woodbine Formation, which is defined as the stratigraphic interval or its correlative equivalent occurring from 7,840 feet to 8,650 feet as seen on the log of the Unit Petroleum Company, Johnson Ranch well API No. 42-041-32033 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (f) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 437 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

- (g) This Agreement shall not relieve Lessee from the duty of protecting the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

DISSOLUTION:

6.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Brazos County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

7.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

Exhibit "A"

Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Oil, Gas and Mineral Lease from George A. Richardson, as Lessor, to Unit Petroleum Company, as Lessee dated July 2, 2008 and recorded in Volume 8768, Page 280 of the Official Public Records of Brazos County, Texas

Pooling Agreement by and between the State of Texas and Unit Petroleum Company for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Exhibit "B"

Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas

Being 437.77 acres of land situated in the H.R. Cartmell Survey, A-88, Brazos County, Texas, and being a part of a 640 acre tract in that certain deed dated May 21, 1975 from Travis B. Bryan, Jr., Administrator of the Estates of George E. Adams and Mary Barton Adams, both deceased, et al, to Hazel Adams Richardson, recorded in Volume 348 at Page 283 of the Deed Records of Brazos County, Texas, and also being a part of an unrecorded tract of land owned by The State of Texas described as the riverbed of the Navasota River, the 437.77 acre tract being more particularly described as follows:

BEGINNING at the most southerly corner of a 124.019 acre tract known as the Adams Acres Subdivision as described in the Dedication of said Subdivision recorded in Volume 370, Page 499, Deed records of Brazos County, Texas; also being on the north right-of-way line of F.M. 974 a concrete monument set for corner;

Thence north 45° 08' 36" west 3590.52 feet along said F.M. 974 right-of-way to point for corner;

Thence north 37° 35' 55" east 513.15 feet to point for corner;

Thence south 45° 08' 36" east 400 feet to point for corner;

Thence south 37° 35' 55" east 487.16 feet to point for corner and the **PLACE OF BEGINNING** of this 437.77 acre tract;

Thence north 34° 35' 00" east for a distance of 3434.50 feet;

Thence north 85° 25' 42" east for a distance of 594.64 feet;

Thence north 07° 21' 25" west for a distance of 685.09 feet;

Thence north 34° 38' 32" east for a distance of 5301.42 feet;

Thence south 48° 01' 40" east for a distance of 1327.40 feet;

Thence south 03° 21' 16" west for a distance of 5.16 feet;

Thence south 03° 21' 16" west for a distance of 49.39 feet;

Thence south 02° 56' 01" east for a distance of 43.99 feet;

Thence south 44° 00' 49" east for a distance of 75.18 feet;

Thence south 58° 03' 58" east for a distance of 61.97 feet;

Thence north 73° 13' 43" east for a distance of 63.90 feet;

Thence north 42° 07' 33" east for a distance of 13.61 feet;

Thence south 48° 01' 40" east for a distance of 1054.32 feet;

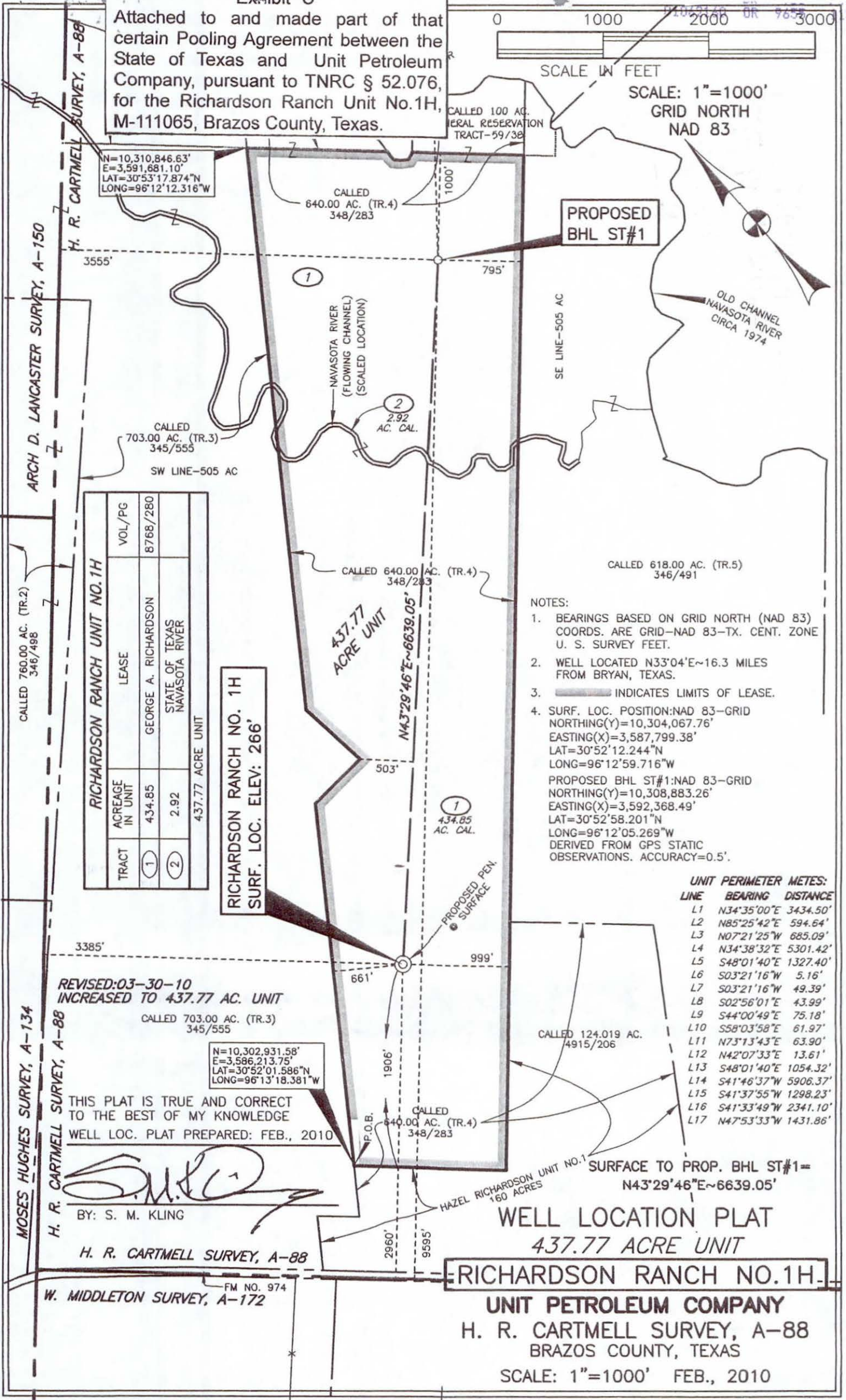
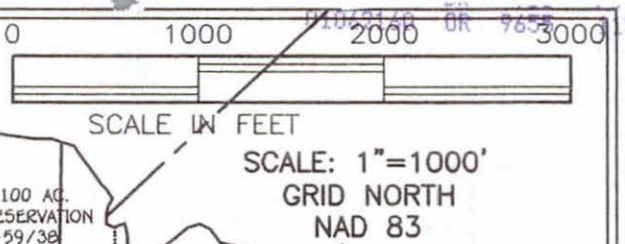
Thence south 41° 46' 37" west for a distance of 5906.37 feet;

Thence south 41° 37' 55" west for a distance of 1298.23 feet;

Thence south 41° 33' 49" west for a distance of 2341.10 feet;

Thence north 47° 53' 33" west for a distance of 1431.86 feet to the **PLACE OF BEGINNING** and containing 437.77 acres of land.

Exhibit "C"
 Attached to and made part of that certain Pooling Agreement between the State of Texas and Unit Petroleum Company, pursuant to TNRC § 52.076, for the Richardson Ranch Unit No.1H, M-111065, Brazos County, Texas.



N=10,310,846.63'
 E=3,591,681.10'
 LAT=30°53'17.874"N
 LONG=96°12'12.316"W

CALLLED 703.00 AC. (TR.3)
 345/555

TRACT	ACREAGE IN UNIT	LEASE	VOL./PG
1	434.85	GEORGE A. RICHARDSON	8768/280
2	2.92	STATE OF TEXAS	
437.77 ACRE UNIT		NAVASOTA RIVER	

RICHARDSON RANCH NO. 1H
 SURF. LOC. ELEV: 266'

- NOTES:
- BEARINGS BASED ON GRID NORTH (NAD 83) COORDS. ARE GRID-NAD 83-TX. CENT. ZONE U. S. SURVEY FEET.
 - WELL LOCATED N33°04'E~16.3 MILES FROM BRYAN, TEXAS.
 - INDICATES LIMITS OF LEASE.
 - SURF. LOC. POSITION: NAD 83-GRID
 NORTHING(Y)=10,304,067.76'
 EASTING(X)=3,587,799.38'
 LAT=30°52'12.244"N
 LONG=96°12'59.716"W
 PROPOSED BHL ST#1: NAD 83-GRID
 NORTHING(Y)=10,308,883.26'
 EASTING(X)=3,592,368.49'
 LAT=30°52'58.201"N
 LONG=96°12'05.269"W
 DERIVED FROM GPS STATIC OBSERVATIONS. ACCURACY=0.5'.

UNIT PERIMETER METES:

LINE	BEARING	DISTANCE
L1	N34°35'00"E	3434.50'
L2	N85°25'42"E	594.64'
L3	N07°21'25"W	685.09'
L4	N34°38'32"E	5301.42'
L5	S48°01'40"E	1327.40'
L6	S03°21'16"W	5.16'
L7	S03°21'16"W	49.39'
L8	S02°56'01"E	43.99'
L9	S44°00'49"E	75.18'
L10	S58°03'58"E	61.97'
L11	N73°13'43"E	63.90'
L12	N42°07'33"E	13.61'
L13	S48°01'40"E	1054.32'
L14	S41°46'37"W	5906.37'
L15	S41°37'55"W	1298.23'
L16	S41°33'49"W	2341.10'
L17	N47°53'33"W	1431.86'

REVISED: 03-30-10
 INCREASED TO 437.77 AC. UNIT
 CALLLED 703.00 AC. (TR.3)
 345/555

N=10,302,931.58'
 E=3,586,213.75'
 LAT=30°52'01.586"N
 LONG=96°13'18.381"W

THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
 WELL LOC. PLAT PREPARED: FEB., 2010

[Signature]
 BY: S. M. KLING
 H. R. CARTMELL SURVEY, A-88

WELL LOCATION PLAT
437.77 ACRE UNIT
RICHARDSON RANCH NO.1H.
UNIT PETROLEUM COMPANY
 H. R. CARTMELL SURVEY, A-88
 BRAZOS COUNTY, TEXAS
 SCALE: 1"=1000' FEB., 2010

6

File No. M-111065
Recorded Pooling Agrmt
Date Filed: 11/5/13
Jerry E. Patterson, Commissioner
By [Signature]



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

DATE: November 5, 2013 **PSA#_0005__**

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Manti Equity Partners, LP to have the State enter into a Production Sharing Agreement for drilling an allocation well.

- Manti Equity Partners, LP is the operator of the Richardson Ranch Unit (Unit 4731) in ^{M-111065} which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill wells (“Sharing Wells”) that cross one or more leases and/or units.
- The State’s participation in a Sharing Well will be based on the length of lateral on the Unit divided by the total length of lateral of the Sharing Well.

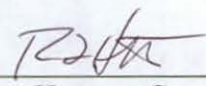
POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the Production Sharing Agreement.



Mary Smith – Office of the Attorney General

10/23/13
Date



Robert Hatter – General Land Office

10/23/13
Date



David Zimmerman – Office of the Governor

10/23/13
Date

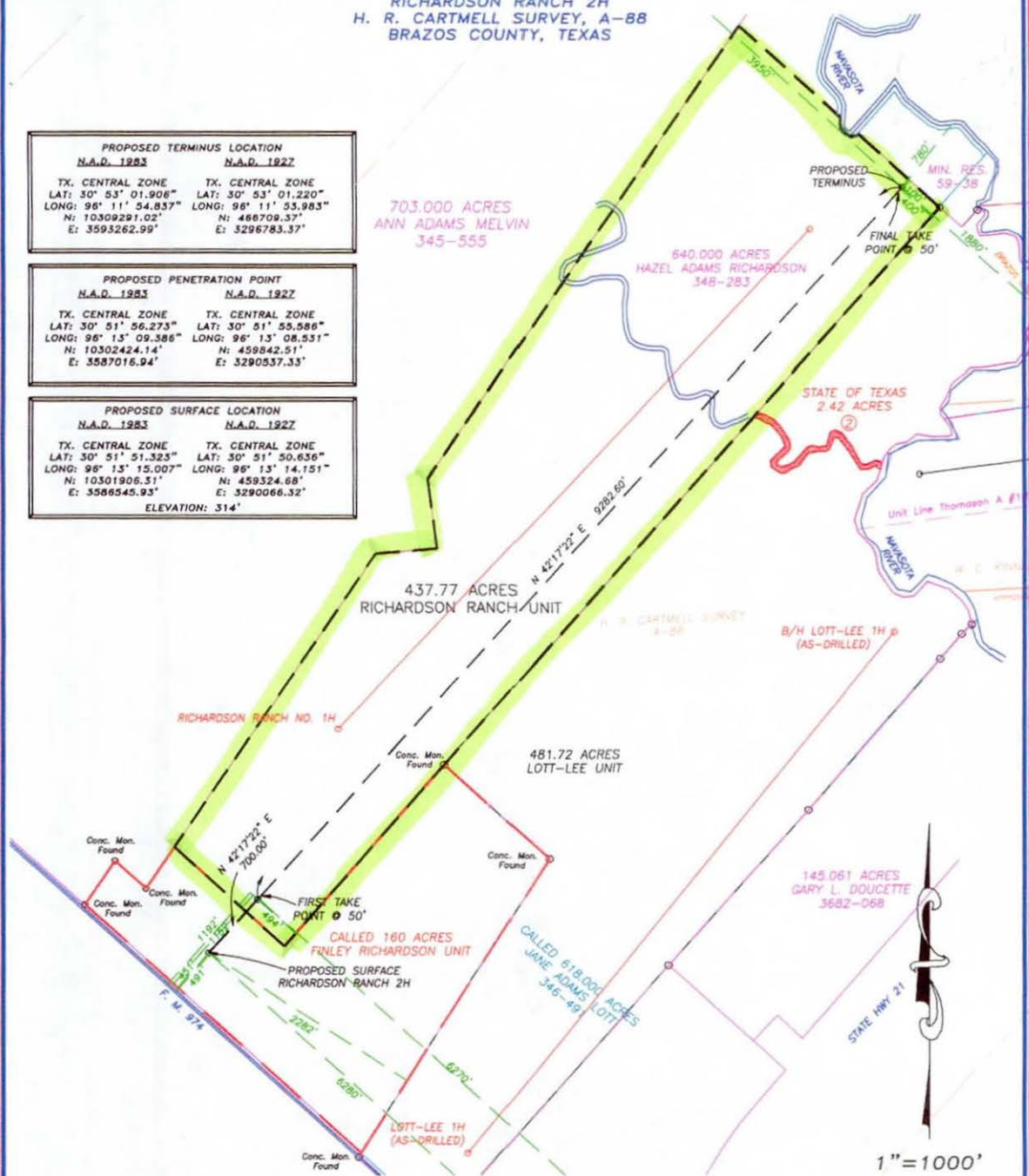
Vannoy & Assoc., Inc.

WELL LOCATION PLAT
 MANTI EXPLORATION OPERATING LLC
 RICHARDSON RANCH 2H
 H. R. CARTMELL SURVEY, A-88
 BRAZOS COUNTY, TEXAS

PROPOSED TERMINUS LOCATION	
N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 53' 01.906"	TX. CENTRAL ZONE LAT: 30° 53' 01.220"
LONG: 96° 11' 54.837"	LONG: 96° 11' 53.983"
N: 10309291.02'	N: 466709.37'
E: 3593262.99'	E: 3296783.37'

PROPOSED PENETRATION POINT	
N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 51' 56.273"	TX. CENTRAL ZONE LAT: 30° 51' 55.986"
LONG: 96° 13' 09.386"	LONG: 96° 13' 08.531"
N: 10302424.14'	N: 459842.51'
E: 3587016.94'	E: 3290537.33'

PROPOSED SURFACE LOCATION	
N.A.D. 1983	N.A.D. 1922
TX. CENTRAL ZONE LAT: 30° 51' 51.325"	TX. CENTRAL ZONE LAT: 30° 51' 50.636"
LONG: 96° 13' 15.007"	LONG: 96° 13' 14.151"
N: 10301906.31'	N: 459324.68'
E: 3586545.93'	E: 3290066.32'
ELEVATION: 314'	



I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

August 28, 2013

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Ray L. Vannoy
 R.P.L.S. No. 1988

Bearings shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone. Acreage for unit tracts is shown by deed calls as furnished by MANTI. The boundaries for the well lease setbacks are from an on the ground survey.



Drawn by: rlv

7111 Bosque Boulevard, Suite 101, Waco, TX 76710 (254)751-1934

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⑦

File No. MF 111065
Memo to SLB

Date Filed: 11/5/13
Jerry E. Patterson, Commissioner

By [Signature]

Horizontal Drainholes with a horizontal displacement of at least 100 feet within the Woodbine Formation.

- b. **“Woodbine Formation”** is the correlative geologic interval which occurs between the log depths of 7,840 feet and 8,650 feet as shown on that certain neutron density log dated January 21, 2010 from the Johnson Ranch Well No. 1H (API No. 42-041-32033) located in the A. Lancaster Survey, A-150, of Brazos County, Texas.
 - c. **“Wellbore Path”** is the actual path of the entire length of the wellbore beginning at the surface of the ground and terminating at the end of the wellbore.
 - d. **“Sharing Well”** is the Richardson Ranch #2H Well and the Horizontal Drainhole Well for such Richardson Ranch #2H Well in which a portion of the Wellbore Path is located within the boundaries of the Richardson Ranch Unit and a portion of the Wellbore Path is located within the boundaries of the Hazel Richardson Unit;
2. Each Interest Owner in the Richardson Ranch Unit shall share in the production, or proceeds of production, of oil and/or gas produced from each Sharing Well on the basis of such Interest Owner’s ownership interest in the Richardson Ranch Unit multiplied by an “Allocation Factor.” The Allocation Factor for the Richardson Ranch Unit shall be the fraction 0.916278 which is calculated from the following equation: $437.77 \div 477.77$. Such share of production, or proceeds of production, allocated to the Richardson Ranch Unit from a Sharing Well shall be paid to Interest Owners within the Richardson Ranch Unit in the same manner as if such allocated share of production was produced entirely from the Richardson Ranch Unit.
 3. Operations on, or production of oil and/or gas from each Sharing Well shall be treated as if they were actual operations on, or production from, the Richardson Ranch Unit and from each of the leases within the Richardson Ranch Unit provided that the production of such oil and/or gas, or proceeds from such production from each Sharing Well shall be allocated to the Richardson Ranch Unit in accordance with the Allocation Factor set out above. Lessee shall have the right to make reasonable use of the surface of the Richardson Ranch Unit for the purpose of exploring, drilling, producing, transporting and marketing oil and gas from all Sharing Wells.
 4. Production from any Sharing Well drilled hereunder shall not create any offset obligation, whether express or implied, and as to each Sharing Well drilled, this Agreement shall be deemed to constitute complete protection of each Interest Owner’s correlative rights. In the event any Sharing Well shall be plugged back or recompleted in such manner that the well no longer falls within the above definition

of a Sharing Well, then such well shall no longer be considered a Sharing Well for purposes of this Agreement.

5. The provisions of the various leases, pooling agreements or declarations, and other agreements covering or affecting the lands and leases within the Richardson Ranch Unit are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the case of conflict between the provisions of this Agreement and the provisions of such instruments and agreements, the provisions of this Agreement shall control.
6. This Agreement shall become effective as to each party upon such party's execution and shall remain effective for so long as the Lease shall remain in force and effect, unless this Agreement is sooner terminated by Lessee as hereinafter provided. Lessee may terminate this Agreement by filing a notice of termination to that effect in the records of Brazos County, Texas at any time that there is no Sharing Well on the Richardson Ranch Unit producing or capable of producing in paying quantities.

In addition to the foregoing, each of the undersigned Interest Owners do hereby ratify, adopt, and confirm the Richardson Ranch Unit and the lease or leases within the Richardson Ranch Unit under which such owner's interest is derived, ~~and do hereby grant, lease and let unto the current lessee of such interest, all of Interest Owner's interest in the acreage covered by the respective lease or leases,~~ ^{SP} subject to the same terms and conditions provided for therein, as same may have been heretofore amended.

This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments shall be treated and given effect for all purposes as a single instrument. Any owner of an interest in the leases, minerals, royalties and/or executive rights in and under the Unit may join this Agreement by executing and recording a ratification hereof, and delivering a copy of the ratification to Operator.

EXECUTED by each party on the date shown for each such party's acknowledgement.

LESSEE:

INTEREST OWNERS: STATE OF TEXAS

Jerry E. Patterson
By: Jerry E. Patterson, Commissioner

Approved
Legal mmj
Contents mm
Min. Leasing mm
Executive mm

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 200__, by _____.

Notary Public, State of _____

My Commission Expires:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 200__, by _____.

Notary Public, State of _____

My Commission Expires:

File No. MF 111065 (8)
Production Sharing Agmt
Date Filed: 11/8/13
Jerry E. Patterson, Commissioner
By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 8, 2013

Mr. Philip N. Bell
Manti Equity Partners, LP
800 N. Shoreline Blvd., Suite 900
Corpus Christie, Texas 78401

Re: Production Sharing Agreement
Richardson Ranch Unit No. 1H
Brazos County, Texas

Dear Philip:

Enclosed is a duplicate original of the above referenced Production Sharing Agreement ("Agreement") that has been executed by Jerry E. Patterson, Commissioner of the Texas General Land Office. We have retained the other original of the Agreement for our files. Please provide our office with a recorded copy of the agreement or a fully executed copy if it is not filed of record as soon as it is available.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

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

⑨

File No. M-111065
Ltr. to Mkt.
Date Filed: 11/9/13
By: Jerry E. Patterson, Commissioner



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 12, 2015

Clark Jobe
McElroy, Sullivan, Miller, Weber & Olmstead, L.L.P.
P.O. Box 12127
Austin, Texas 78711

RE: GLO Assignment ID # 9247

Dear Mr. Jobe,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Assignment, Conveyance and Bill of Sale, is effective September 1st, 2014 from WM Operating LLC, as assignor, to MD America Energy, LLC, as assignees. As filed for record in Madison County, in volume 12463, page 1.

Please see attached "Exhibit A" for reference. Filing fees of \$50.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
9247	Brazos	MF111065
9247	Brazos	MF114890

Thursday, February 12, 2015

**McELROY, SULLIVAN, MILLER,
WEBER & OLMSTEAD, L.L.P.**
Attorneys at Law

MAILING ADDRESS

P.O. BOX 12127
AUSTIN, TX 78711

1201 SPYGLASS DRIVE
SUITE 200
AUSTIN, TX 78746
WWW.MSMTX.COM

TELEPHONE
(512) 327-8111

FAX
(512) 327-6566

February 6, 2015

Mr. Mark Adams
Landman
Mineral Leasing, Energy Resources
Texas General Land Office
1700 No. Congress Avenue, 8th Floor
Austin, Texas 78701

Re: Assignment from Manti Equity Partners, LP and WM Operating, LLC into
MD America Energy, LLC, affecting the following Mineral Files:
MF-111065
MF-114890

Dear Mr. Adams:

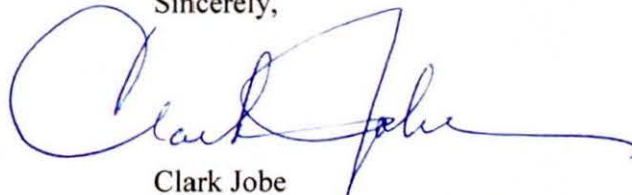
Enclosed are two certified copies of the same assignment affecting the above-referenced Mineral Files. One copy has been filed of record in Houston County; the other, in Madison County.

Also attached is Check No. 13273, in the amount of \$200 to cover the \$50 filing fee for each Mineral File. The Assignments were executed at the end of December 2014, but were made effective as of September 1, 2014.

Included as Attachment A is a list of the location of references in the assignments to the Mineral Files.

If I can provide you additional assistance with this assignment, please let me know. Thank you for your help with this matter.

Sincerely,



Clark Jobe
Attorney for MD America Energy, LLC

Enclosures & Attachment

Attachment A
Cross-Reference of Mineral File Numbers

Assignment from
Manti Equity Partners LP
to
MD America Energy, LLC

Recorded in Brazos County as Document 01218776, in Official Records Vol. 12462, P. 271
Recorded in Madison County as Document 91002, in Official Records Vol. 1400, P. 32

Mineral File	Brazos County	Madison County
111065	Exhibit A, page 4 of 7 Vol. 12462, P. 283	Exhibit A, page 4 of 7 Vol. 91002, P. 44
114890	Exhibit A, page 4 of 7 Vol. 12462, P. 283	Exhibit A, page 4 of 7 Vol. 91002, P. 44

Assignment from
WMO Operating LLC
to
MD America Energy, LLC

Recorded in Brazos County as Document 01218777, in Official Records Vol. 12463, P. 1
Recorded in Madison County as Document 91003, in Official Records Vol. 1400, P. 51

Mineral File	Brazos County	Madison County
111065	Exhibit A, page 4 of 7 Vol. 12463, P. 13	Exhibit A, page 4 of 7 Vol. 91003, P. 63
114890	Exhibit A, page 4 of 7 Vol. 12463, P. 13	Exhibit A, page 4 of 7 Vol. 91003, P. 63

McELROY, SULLIVAN, MILLER,
WEBER & OLMSTEAD, LLP
PETTY CASH ACCOUNT
P.O. BOX 12127
AUSTIN, TX 78711-2127

15707499

13273

30-9/1 140
59

DATE 2/6/15

CHECK ARMOR

PAY
TO THE
ORDER OF

General Land Office

~~\$~~ 200.00

Two hundred and no/100

DOLLARS  Security Features Details on Back.



Patricia S. Green MP

FOR _____

⑈013273⑈



121



000-30

000-30

4

2
3

4

2
3

McELROY, SULLIVAN, MILLER,
WEBER & OLMSTEAD, LLP
PETTY CASH ACCOUNT
P.O. BOX 12127
AUSTIN, TX 78711-2127

13273

30-9/1140
59

DATE 2/6/15

CHECK ARMOR

PAY
TO THE
ORDER OF

General Land Office \$ 200.00
Two hundred and ⁰⁰/₁₀₀ DOLLARS

 **Frost**
www.frostbank.com

Patricia D. Green MP

FOR _____

⑈013273⑈ ⑆114000093⑆ 591053892⑈

RECEIVED
FEB 06 2015

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS §
COUNTIES OF BRAZOS AND §
MADISON §

THIS ASSIGNMENT, CONVEYANCE, AND BILL OF SALE (this "Conveyance") is by and among WM OPERATING LLC, a Delaware limited liability company, whose address is 301 Commerce St., Fort Worth, Texas 76102 (herein called "Grantor") and MD AMERICA ENERGY, LLC, a Delaware limited liability company, whose mailing address is 301 Commerce St., Fort Worth, Texas 76102 (herein called "Grantee").

**Article I
Assignment**

Section 1.1 Assignment. Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee all of Grantor's right, title, and interest in and to the following (exclusive of the Excluded Assets) (the "Assets"):

(i) the oil, gas and mineral leases (the "Leases"), leasehold interests, record title interests, mineral fee interests, operating rights, carried interests, reversionary interests, conversion rights and options, and other similar interests of whatever kind or character, whether legal or equitable, vested or contingent, in and to said Leases and interests described in the attached Exhibit A hereto, the land covered by said Leases and interests and the lands included in any pooled or communitized units and governmental unit orders covering any of such leases and interests described in Exhibit A (collectively, the "Lands"), whether or not such interests are described in Exhibit A;

(ii) any and all oil, gas, water, CO2, or injection or disposal wells thereon or on pooled, communitized, or unitized acreage that includes all or any part of the Properties, including the interests in the wells shown on Exhibit B, whether producing, non-producing, permanently or temporarily plugged and abandoned, whether or not fully described on Exhibit B (the "Wells");

(iii) all crude oil, natural gas, condensate, distillate, natural gasoline, natural gas liquids, plant products, refined petroleum products, other liquid or gaseous hydrocarbons (including, without limitation, coalbed methane), sulfur, other gases (including, without limitation, hydrogen and carbon dioxide), and every other mineral or substance, or any of them, the right to explore for which, or an interest in which, is granted pursuant to the Properties (collectively "Hydrocarbons") (a) produced from, or attributable to, the Properties from and after the Effective Date, (b) to the extent related or attributable to the Properties, all production, plant, and transportation imbalances as of the Effective Date, and (c) all Hydrocarbon inventories from or attributable to the Properties that are in pipelines, storage tanks, or other processing or storage facilities upstream of the delivery points to the relevant purchasers on the Effective Date;

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

1-22-15 *[Signature]*



Karen McQueen
County Clerk:
Brazos County, Texas

(iv) any and all surface leases; rights-of-way and easements; operating agreements; exploration agreements; Hydrocarbon purchase, sales, exchange, processing, gathering, storage, treatment, compression, transportation and balancing agreements; farmout and farmin agreements (not otherwise expressly excluded and reserved herefrom); dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water injection and disposal agreements; unitization, communitization or pooling agreements; permits; licenses; servitudes; and all other similar contracts and agreements and any amendments thereto relating to the Properties, to the extent applicable to the Properties, together with all exchange traded futures contracts and over-the-counter derivative contracts in which Grantor has an interest pursuant to the Shared Services Agreement as of the Closing Date (all such contracts and agreements and amendments thereto being herein referred to collectively as the "Existing Contracts"); provided, however, that the term "Existing Contracts" does not include the Leases or any recorded assignments thereof in Grantor's chain of title to the Properties;

(v) all valid Hydrocarbon unitization and pooling agreements and/or orders in effect with respect to the Properties, including, without limitation, all units formed under orders, rules, regulations, or other official acts of any Governmental Body having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so-called "working interest units" created under operating agreements or otherwise relating to the Properties, together with all regulatory permits in effect with respect to the Properties;

(vi) all pipelines, plants, gathering and processing systems located on or under the Properties (including the pipeline system and gathering lines that are described and generally depicted on Exhibit B-2 to the Purchase Agreement), together with all equipment, machinery, fixtures, and other tangible personal property, appurtenances, and improvements (a) that are located on the Properties and are used or held for use primarily in connection with the operation of the Properties and the Wells or the production or transportation of Hydrocarbons therefrom, and (b) that have, prior to the date hereof, been charged or billed to the Properties or Wells or that are charged or billed to the Properties or Wells after the date hereof (the "Equipment");

(vii) all geological, geophysical and engineering information and data relating to the Properties, other than any such information and data the transfer of which requires consent of third parties under agreements and for which Grantor shall have utilized commercially reasonable efforts to obtain the consent of such third parties (but without obligation to expend funds unless paid by Grantee); and

(viii) all of the applicable files, records and data directly relating to the items described in subsections (i) through (vii) (but including only copies of the hereinafter described tax and accounting records), including, without limitation, joint interest billings, check receipts and third party disbursement records, copies of records relating to Property Taxes and severance, sales, excise, and other production-related taxes, legal files, land and lease files, title records, division order records, contracts, production records, electric logs, core data, pressure data and decline curves and graphical production curves, and all related matters in the possession of Grantor and relating to the items described in subsections (i) through (vii) except where the transfer or disclosure of such data and records is restricted by agreement with third parties (and Grantor shall have used commercially reasonable efforts to obtain consent to transfer from such third parties, but without obligation to expend funds unless paid by Grantee) or excluded by the terms of the

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

1-22-15 *[Signature]*



[Signature]
County Clerk:
Brazos County, Texas

Purchase Agreement (collectively the "Records"); provided, however, that Grantor has the rights with respect to such Records as provided in Section 1.4 of the Purchase Agreement.

EXCLUDING AND RESERVING unto Grantor, however, the items described in Section 1.2 below, all of which are excluded from this Conveyance and retained by Grantor.

Section 1.2 Excluded Assets. The Assets do not include, and there is hereby expressly excepted therefrom and reserved to Grantor, the following (the "Excluded Assets"):

- (i) all corporate, financial, legal, and Tax records of Grantor;
- (ii) all deposits, cash, checks in process of collection, cash equivalents, accounts receivable and funds attributable to the Assets, in each case, for the period prior to the Effective Date;
- (iii) all rights, interests, and claims that Grantor may have under any policy of insurance or indemnity, surety bond, or any insurance or condemnation proceeds or recoveries from third Persons relating to property damage or Casualty Loss affecting the Assets, in each case, occurring prior to the Effective Date;
- (iv) all claims, whether in contract, in tort, or arising by operation of law, and whether asserted or unasserted as of the Closing Date, that Grantor may have against any individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Body, and including any successor, by merger or otherwise, of any of the foregoing (each a "Person") arising out of acts, omissions, or events, or injury to or death of persons or loss or destruction of or damage to property, relating in any way to, the Assets that occurred prior to the Effective Date, except to the extent relating to obligations or liabilities assumed by Grantee under the Purchase Agreement; provided, however, that no such claim may be settled, compromised, or otherwise resolved in a manner that results in an obligation borne by Grantee or the Assets on and after the Effective Date without the prior written consent of Grantor;
- (v) any and all rights to use Grantor's names, marks, trade dress or insignia, or to use the name of Grantor, and all of Grantor's intellectual property, including, without limitation, proprietary or licensed computer software; patents; trade secrets; copyrights; all non-transferable geophysical data that is subject to restrictions upon transfer under agreements for which Grantor has utilized commercially reasonable efforts (without obligation of payment) to obtain requisite consents to transfer unless Grantee provides Grantor with evidence that Grantee has acquired a license to such geophysical data; economic analyses; and pricing forecasts;
- (vi) all amounts due or payable to Grantor as adjustments to insurance premiums related to the Assets for periods prior to the Effective Date;
- (vii) all claims of Grantor for any Tax refunds and loss carry-forwards and carry backs with respect to any Taxes relating to the Assets for periods prior to the Effective Date;
- (viii) all audit rights and all amounts due or payable to Grantor as refunds, adjustments, or settlements of disputes arising under the Properties or the Existing Contracts for periods prior

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on



12-15-2015
Karen McQueen
County Clerk:
Brazos County, Texas

to the Effective Date, except to the extent relating to obligations or liabilities assumed by Grantee under the Purchase Agreement;

- (ix) all inventories of pipe and equipment other than the Equipment;
- (x) Grantor's interests in office leases and buildings; and
- (xi) all interests, rights, property and assets listed on Schedule 1.6.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, subject to, however, all of the following terms and conditions:

Section 1.3 Special Warranty and Disclaimers. Subject to the provisions of the Purchase Agreement, **GRANTOR WARRANTS DEFENSIBLE TITLE TO THE ASSETS UNTO GRANTEE AND GRANTEE'S LAWFUL SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE, SUBJECT TO THE PERMITTED ENCUMBRANCES.** Further, to the extent permitted by Law, Grantee shall be subrogated to Grantor's rights in and to representations, warranties, and covenants given with respect to the Assets including rights, claims and causes of action on title warranties made by Grantor's predecessors in interest. Grantor hereby grants and transfers to Grantee, its successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties including rights, claims, and causes of action on title warranties given or made by Grantor's predecessors, if any, which Grantor is entitled to enforce with respect to the Assets.

(i) **EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.2 OF THE PURCHASE AGREEMENT, IN THIS CONVEYANCE, OR IN THE CERTIFICATE DELIVERED BY GRANTOR AT THE CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ASSETS. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION 1.3 ARE "CONSPICUOUS DISCLAIMERS" FOR PURPOSES OF ANY APPLICABLE LAW. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.2 OF THE PURCHASE AGREEMENT, IN THIS CONVEYANCE, OR IN THE CERTIFICATE DELIVERED BY GRANTOR AT THE CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT AND SUBJECT TO THE PROCEDURES AND REMEDIES APPLICABLE TO TITLE DEFECTS UNDER ARTICLE 3 OF THE PURCHASE AGREEMENT, CASUALTY LOSS UNDER ARTICLE 4 OF THE PURCHASE AGREEMENT, AND ENVIRONMENTAL DEFECTS UNDER ARTICLE 5 OF THE PURCHASE AGREEMENT, GRANTEE AGREES THAT GRANTOR IS DISCLAIMING ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH GRANTOR HEREBY DISCLAIMS AND GRANTEE EXPLICITLY WAIVES RELIANCE UPON), RELATING TO (I) TITLE, (II) OPERATING**

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 12-5-2011



Karen McQueen
County Clerk:
Brazos County, Texas

CONDITION, (III) MERCHANTABILITY, DESIGN, OR QUALITY, (IV) FITNESS FOR ANY PARTICULAR PURPOSE, (V) ABSENCE OF LATENT DEFECTS, (VI) ENVIRONMENTAL CONDITION OF THE ASSETS, (VII) VALUE OR FUTURE REVENUES, (VIII) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, (IX) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS, OR (X) ANY OTHER MATTER WHATSOEVER, IT BEING UNDERSTOOD THAT, EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, THIS CONVEYANCE, OR GRANTOR'S CERTIFICATE AT CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT, GRANTOR IS CONVEYING TO GRANTEE, AND GRANTEE IS ACCEPTING, THE ASSETS "AS IS," "WHERE IS," "WITH ALL FAULTS," AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND GRANTEE IS ASSUMING ALL RISK WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ALL RISK ASSOCIATED WITH TITLE DEFECTS AND ENVIRONMENTAL DEFECTS WHICH ARE DEEMED TO HAVE BEEN WAIVED UNDER THE TERMS OF THIS CONVEYANCE.

(ii) GRANTEE WAIVES ITS RIGHTS, IF ANY, UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, GRANTEE VOLUNTARILY CONSENTS TO THIS WAIVER.

(iii) Except for the special warranty of title set forth in this Conveyance and without limiting Grantee's remedies for Title Defects set forth in Article 3 of the Purchase Agreement, (a) Grantor makes no warranty or representation, express, implied, statutory or otherwise, with respect to Grantor's title to any of the Assets, and (b) Grantee hereby acknowledges and agrees that Grantee's sole remedy for any defect of title, including any Title Defect, with respect to the Assets shall be pursuant to the special warranty of title set forth in this Conveyance.

(iv) Without limiting Grantee's remedies for Environmental Defects set forth in Article 5 of the Purchase Agreement, and except for Grantor's express representations and warranties set forth in Section 6.2.21 of the Purchase Agreement and in Grantor's Officer's Certificate delivered at Closing pursuant to Section 11.4.9 of the Purchase Agreement, (a) Grantor makes no warranty or representation, express, implied statutory or otherwise, with respect to environmental matters, and (b) Grantee hereby acknowledges and agrees that Grantee's exclusive right and remedy for any environmental matter, including any Environmental Defect, with respect to the Assets shall be set forth in Article 5 and Section 12.3.4(b) of the Purchase Agreement.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

1-22-15 *W. M. Quinn*



Karen McQueen
County Clerk:
Brazos County, Texas

Article II
Assumption and Retention of Obligations

Section 2.1 Assumed Obligations. Subject to the terms of the Purchase Agreement, Grantee assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations.

Section 2.2 Existing Contracts. Grantee is taking the Assets subject to the terms of all of the Existing Contracts, and hereby assumes and agrees (in each case) to fulfill, perform, pay and discharge all of Grantor's obligations thereunder, subject in each case to the terms of the Purchase Agreement.

Section 2.3 Retained Obligations. Subject to the terms of the Purchase Agreement, Grantee retains and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Retained Obligations.

Article III
Miscellaneous

Section 3.1 Subject to Agreement. This Conveyance is subject to the terms and provisions of that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 1, 2014 between Grantor and Grantee. To the extent of any conflict between the terms and provisions of this Conveyance and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control in all cases. Capitalized terms used in this Conveyance that are not otherwise defined in this Conveyance have the meaning given those terms in the Purchase Agreement.

Section 3.2 Further Assurances. Grantor and Grantee shall execute, acknowledge, and deliver all such further documents and instruments and take such other actions, as are necessary or useful in carrying out the purposes of this Conveyance.

Section 3.3 Successors and Assigns. This Conveyance shall be binding upon and inure to the benefit of the Parties and their respective permitted successors, assigns, and legal representatives.

Section 3.4 Headings. The headings of articles and sections used in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance.

Section 3.5 Execution in Counterparts. This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of the Exhibits which contains specific descriptions of Assets located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of the Exhibits being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

1-22-15 [Signature]



Karen McQueen
County Clerk:
Brazos County, Texas

Section 3.6 Waiver. No waiver of any of the provisions of this Conveyance shall be deemed or shall constitute a waiver of any other provisions of this Conveyance (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 3.7 GOVERNING LAW. THIS VALIDITY OF THIS CONVEYANCE (AND THE WARRANTIES OF TITLE THEREUNDER) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTIONS IN WHICH THE ASSETS ARE LOCATED (EXCEPT ANY CONFLICTS OF LAWS RULES OR PRINCIPLES OF SUCH JURISDICTION WHICH MIGHT COMPEL APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

Section 3.8 Waiver of Jury Trial. THE PARTIES WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONVEYANCE, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

Signature and acknowledgment pages follow

7

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on



Karen McQueen
County Clerk:
Brazos County, Texas

IN WITNESS WHEREOF this Conveyance has been executed by parties on the date of their respective acknowledgments effective for all purposes, as of 7:00 a.m. local time at the locations of the Assets, on September 1, 2014 (the "Effective Date").

"GRANTOR"

WM OPERATING LLC

By: *Harry Quarls*
Name: Harry Quarls
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 29th day of December 2014, by Harry Quarls, Chief Executive Officer of WM Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.



Stacy Nau
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Stacy Nau
Printed Name of Notary

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 12-15-14



Karen McQueen
County Clerk:
Brazos County, Texas

"GRANTEE"

MD AMERICA ENERGY, LLC

By: *C. Eric Waller*
Name: C. Eric Waller
Title: Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Texas §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 23 day of Dec., 2014, by C. Eric Waller, the Chief Executive Officer of MD AMERICA ENERGY, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Marti Barclay



STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on 1-22-15 Wheeler



Keesha McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

Doc No. Vol. Pg.
01218777 OR 12463 10

LEASES

I. BRAZOS COUNTY, TEXAS

<u>LESSOR</u>	<u>LESSEE</u>	<u>RECORDING DATA</u>	<u>LEASE DATE</u>
Earl Leighman, et ux	Bergfeld Land & Minerals Group	Vol. 7326, Pg. 55	4/19/2006
John C. Adams, III, et ux	Bergfeld Land & Minerals Group	Vol. 7503, Pg. 214	7/12/2006
John C. Adams, III, et ux	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 35	8/31/2006
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 8318, Pg. 6	11/7/2006
Mary E. Adams Ingram Irrevocable Tr.	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 29	9/1/2006
Nicole Ingram Johnson	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 17	9/1/2006
G. Holton Ingram, Jr. AIF for Christopher Ingram	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 23	9/1/2006
Mary E. Adams Ingram Irrevocable Tr.	Bergfeld Land & Minerals Group	Vol. 8318, Pg. 11	11/7/2006
William Calvin Bennett	Porcione Land Group, Inc.	Vol. 12257, Pg. 225	9/8/2014
Chap Harriman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 219	9/15/2004
Michele Harriman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 210	9/15/2004
Ronald Dean Ward, Agt. & AIF for Lillian Ward	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 155	10/26/2004
Barb. H. Orosco, Individ. & Salvador G. Orosco-Orosco Family Trust	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 230	10/26/2004
William L. Stroman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 288	2/16/2005
Ronald Dean Ward	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 158	10/26/2004
Lawrence V. Conrad & Mary S. Conrad Rev. Living Tr.	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 228	9/1/2004
F. Walter Conrad, Individ. & AIF for Karl Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 127	12/17/2004
F. Walter Conrad, Individ. & AIF for Paul Barth Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 134	12/17/2004
F. Walter Conrad, Individ. & AIF for Jennifer Ann Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 120	12/17/2004
F. Walter Conrad, Individ. & AIF for Judy Verdun, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 72	12/17/2004
F. Walter Conrad, Individ. & AIF for Peggy Hughes, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 79	12/17/2004
F. Walter Conrad, Individ. & AIF for James Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 86	12/17/2004
F. Walter Conrad, Individ. & AIF for Eleanor Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 93	12/17/2004
F. Walter Conrad, Individ. & AIF for Carolyn A. Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 100	12/17/2004
F. Walter Conrad, Individ. & AIF for Barbara Ann Drow, et al	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 184	12/17/2004
Denise Diana Moerbe	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 244	11/10/2004

EXHIBIT A - 1 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 12.15.14



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Preston Conrad	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 111	11/10/2004
Curtis Conrad	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 237	11/10/2004
Elizabeth Ann Busch	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 215	9/29/2004
Renn M. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 204	9/29/2004
Martha L. Baker	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 207	9/29/2004
Margaret A. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 189	9/29/2004
John M. Lawrence, III	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 178	9/21/2004
John W. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 175	9/29/2004
Anna Dell Smith & Rosalia Clemens	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 282	2/3/2005
James R. Lentz	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 230	6/15/2005
Edward Oscar Lentz, et ux	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 233	6/15/2005
Jacqueline Conrad Beasley, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 236	2/10/2005
Alfred A. Martin	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 247	12/1/2004
Jessie Ray Sanders, et ux	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 224	6/15/2005
Eugene B. Savage aka Gene B. Savage, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 114	12/9/2004
Norman Eugene Herrick	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 227	6/15/2005
Jo Ann Locke	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 249	11/17/2004
Jean L. Moses, et vir	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 240	11/17/2004
Blair Family Rev. Living Tr. - Phillip & Yvonne Blair - Co-Tr.	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 200	10/1/2004
John E. Blair, III, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 196	10/5/2004
Hugo J. Endler, et ux	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 191	3/21/2005
Louis A. Chytil	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 193	10/19/2004
Dorothy Daniel	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 165	11/3/2004
Clara Jane Griffin	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 162	11/3/2004
Margaret Thompson aka Marguerite C. Thompson	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 23	11/3/2004
Kenneth Leo Allen	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 224	10/5/2004
T. Hugh Thompson, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 285	1/27/2005
Michael L. Greer, Jr., et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 291	1/27/2005
Bob L. Rychlik, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 1	1/27/2005
Kyle W. Hoegemeyer	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 275	1/27/2005
D'Ann Hurta, et vir	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 269	1/27/2005
Jarret Robison	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 251	1/27/2005
Tamera Robison Burnett	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 257	1/27/2005
William Hoegemeyer, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 263	1/27/2005
Chris H. Hoegemeyer	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 195	1/27/2005
Frederick R. Miller, et ux	Bergfeld Land & Minerals Group	Vol. 7292, Pg. 215	3/22/2006

EXHIBIT A - 2 of 7

#4751829.3

STATE OF TEXAS
 COUNTY OF BRAZOS
 The foregoing is a true and correct copy as
 the same appears on file and recorded in the
 appropriate records of Brazos County, Texas.

Thereby certify, on



Karen McQueen
 County Clerk:
 Brazos County, Texas

EXHIBIT A

Doc. No. Vol. Pg.
01218777 OR 12463 12

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Margaret Thompson aka Marguerite C. Thompson	Bergfeld Land & Minerals Group	Vol. 7341, Pg. 71	5/15/2006
Oliver Bishop	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 244	2/10/2005
Oliver Bishop	Bergfeld Land & Minerals Group	Vol. 7327, Pg. 277	5/18/2006
George G. McBee, et ux	Bergfeld Land & Minerals Group	Vol. 7292, Pg. 210	3/22/2006
Robert W. Caldwell, Jr., et ux	Bergfeld Land & Minerals Group	Vol. 5980, Pg. 130	2/24/2004
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 87	1/19/2005
Ronnie Craig, Temp Adm. of Estate of C. E. Payne	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 21	1/19/2005
Tauber Exploration & Production Co.	Brighton Energy, LLC	Vol. 7057, Pg. 145	7/7/2005
Phyllis Bonifazi	Bergfeld Land & Minerals Group	Vol. 6559, Pg. 138	2/9/2005
Robert D. Davidson, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 264	11/11/2004
Mattie Sue Wilson	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 141	12/8/2004
Mary Beth Atkinson, et vir	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 148	12/8/2004
Stan Maliska, et ux	Bergfeld Land & Minerals Group	Vol. 6956, Pg. 67	7/7/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 105	1/19/2005
Bryan W. Shaw a/k/a - Bryan Webb Shaw, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 43	12/1/2004
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 15	1/19/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 109	1/19/2005
Pauline Benbow Westbrook Trant	Bergfeld Land & Minerals Group	Vol. 7152, Pg. 111	12/15/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 13	1/19/2005
Robert H. Benbow Irrev. Trust, Winthrop L. Benbow, et al, Tr.	Bergfeld Land & Minerals Group	Vol. 6956, Pg. 35	7/9/2005
Jim C. Wall, et ux	Brighton Energy, LLC	Vol. 8318, Pg. 1	10/18/2007
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 111	1/19/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 11	1/19/2005
David E. McWhorter, Sr.	Bergfeld Land & Minerals Group	Vol. 6922, Pg. 138	7/13/2005
Gladys Mildred Gandy	Bergfeld Land & Minerals Group	Vol. 6922, Pg. 133	7/13/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 85	1/19/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 19	1/19/2005
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 7374, Pg. 1	4/28/2006
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 7400, Pg. 276	4/28/2006
Betty T. Johnston Marital Trust, Betty T. Johnston, et al Trustee	Brighton Energy, LLC	Vol. 7820, Pg. 71	1/16/2007
Eula Mae Johnston Trust	Brighton Energy, LLC	Vol. 7980, Pg. 257	2/28/2007

EXHIBIT A - 3 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on 1-22-15 *[Signature]*



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
William S. Rogers	Brighton Energy, LLC	Vol. 7820, Pg. 65	1/16/2007
V. A. Johnston Family Trust	Brighton Energy, LLC	Vol. 7820, Pg. 68	1/16/2007
George A. Richardson	Unit Petroleum Company	Vol. 8768, Pg. 280	7/2/2008
State of Texas Pooling Agreement No. M-111065	Unit Petroleum Company	Vol. 9655, Pg. 106	5/26/2010
State of Texas Pooling Agreement No. M-114890	Manti Equity Partners, LP	Vol. 11651, Pg. 225	2/19/2013
Cage Mineral Trust, Catherine Cage Burns, Trustee	Manti Equity Partners, LP	Vol. 10991, Pg. 47	10/17/2012
Samuel J. Catalena, et ux	Crimson Energy Partners, III, LLC	Vol. 10062, Pg. 114	2/15/2011
Ted L. Rea, et ux	Crimson Energy Partners, III, LLC	Vol. 10031, Pg. 141	10/20/2010
Glen D. Hart, et ux	Crimson Energy Partners, III, LLC	Vol. 10034, Pg. 31	1/31/2011
Janis Jean Metcalf	Crimson Energy Partners, III, LLC	Vol. 11051, Pg. 148	11/29/2012
Luke Dileo, Jr., et ux	Crimson Energy Partners, III, LLC	Vol. 9982, Pg. 116	12/13/2010
Dalton M. Closs	Ironrock Webb Energy Group, LLC	Vol. 9797, Pg. 94	5/21/2010
Chap L. Harriman	Crimson Energy Partners, III, LLC	Vol. 9696, Pg. 66	5/10/2010
William L. Stroman	Crimson Energy Partners, III, LLC	Vol. 9851, Pg. 59	8/26/2010
Ronald Dean Ward	Crimson Energy Partners, III, LLC	Vol. 9703, Pg. 9	6/11/2010
Orosco Family Trust, Barbara H. and Salvador G. Orosco, Trustees	Crimson Energy Partners, III, LLC	Vol. 9759, Pg. 174	7/7/2010
Glen D. Hart, et ux	Crimson Energy Partners, III, LLC	Vol. 10034, Pg. 34	1/31/2011
Billy M. Payne, Trustee	Glenn D. Hart, et ux	Vol. 6813, Pg. 180	5/14/2004
Billy M. Payne, Trustee	Glenn D. Hart, et ux	Vol. 7126, Pg. 110	5/14/2004
Cage Mineral Trust, Catherine Cage Burns, Trustee	Brighton Energy, LLC	Vol. 7868, Pg. 214	3/5/2007
John C. Adams III, et ux	Manti Equity Partners, LP	Currently being negotiated	

All references in this Section I are to the Official Public Records of Brazos County, Texas.

EXHIBIT A – 4 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on

12-15-2013 *[Signature]*



[Signature]
County Clerk:
Brazos County, Texas

EXHIBIT A

LEASES

II. MADISON COUNTY, TEXAS

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Jay C. Coleman, et ux	Manti Equity Partners, LP	Vol. 1192, Pg. 182	9/17/2012
Mark B. Lindsay, et ux	Manti Equity Partners, LP	Vol. 1193, Pg. 184	9/13/2012
Laura L. Clay	Texbrit Corporation	Vol. 1002, Pg.290	10/20/2009
Terry M. Jones, et ux	Manti Equity Partners, LP	Vol. 1192, Pg. 186	9/12/2012
Celia A. Clay	Texbrit Corporation	Vol. 993, Pg. 73	10/8/2009
Kathryn Clay Martine Trust	Texbrit Corporation	Vol. 993, Pg. 87	10/9/2009
Renee Clay Fagan Trust	Texbrit Corporation	Vol. 993, Pg. 94	10/2/2009
Clay Michael Roth Trust	Texbrit Corporation	Vol. 993, Pg. 80	9/30/2009
Diane Bernice Clay Shannahan	Texbrit Corporation	Vol. 1002, Pg. 48	12/14/2009
Rosanne Clay Oliver	Texbrit Corporation	Vol. 1002, Pg. 38	11/30/2009
Thomas Joseph Clay	Texbrit Corporation	Vol. 1002, Pg. 42	11/30/2009
Richard Louis Clay	Texbrit Corporation	Vol. 1002, Pg. 32	12/2/2009
Donald Eugene Clay	Texbrit Corporation	Vol. 1002, Pg. 40	12/3/2009
Mary Louise Clay Charrin	Texbrit Corporation	Vol. 1002, Pg. 34	12/4/2009
David Henry Clay	Texbrit Corporation	Vol. 1002, Pg.46	12/4/2009
Ralph Walter Clay	Texbrit Corporation	Vol. 1002, Pg. 36	12/7/2009
Barbara Jeffrey (O'Neal) Clay	Manti Equity Partners, LP	Vol. 1228, Pg. 38	1/10/2013
Michael Jeffrey Clay	Texbrit Corporation	Vol. 1002, Pg. 44	12/21/2009
Cecil D. Musgrove, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 615	8/16/1989
Floyd Kenneth Robinson	Edwards Petroleum, Co.	Vol. 365, Pg. 360	8/17/1989
Jimmie L. Robinson	Edwards Petroleum, Co.	Vol. 364, Pg. 626	8/17/1989
Mary Sadie Mele	Edwards Petroleum, Co.	Vol. 364, Pg. 621	8/17/1989
Doris Nell Keefer	Edwards Petroleum, Co.	Vol. 365, Pg. 355	8/17/1989
Mildred Lurie Gailley	Edwards Petroleum, Co.	Vol. 364, Pg. 631	8/17/1989
Rock Prairie Baptist Church	Edwards Petroleum, Co.	Vol. 366, Pg. 801	2/16/1990
John F. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 636	1/15/1990
J. L. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 641	1/15/1990
Kenneth R. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 733	1/15/1990
Manuel R. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 646	1/15/1990
Mavis Boswell	Edwards Petroleum, Co.	Vol. 365, Pg. 369	1/15/1990
Gracie Sanders	Edwards Petroleum, Co.	Vol. 364, Pg. 728	1/15/1990
Nelva Pratt	Edwards Petroleum, Co.	Vol. 365, Pg. 393	1/15/1990
Samuel Ray Eaves	Edwards Petroleum, Co.	Vol. 364, Pg. 651	8/23/1989
Samuel Ray Eaves, Jr., et al	Edwards Petroleum, Co.	Vol. 364, Pg. 656	8/23/1989
Shirley Ann Eaves, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 662	8/25/1989
Samuel James Eaves	Edwards Petroleum, Co.	Vol. 364, Pg. 668	8/25/1989
Bernice Wayne Eaves	Medallion Production Co.	Vol. 398, Pg. 43	8/31/1992

EXHIBIT A - 5 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

12215/1/2013



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

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LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Wallace E. Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 793	9/7/1989
Billy Seth Pope, Tr for Robin Lea Pope	Edwards Petroleum, Co.	Vol. 366, PG. 785	9/7/1989
Robin Lea Pope	Medallion Production Co.	Vol. 374, Pg. 306	7/29/1990
Jennifer Pope	Medallion Production Co.	Vol. 372, Pg. 89	7/29/1990
Phyllis Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 797	9/7/1989
Charles L. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 673	10/12/1989
Curtis G. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 738	10/12/1989
Mary Ann Crouch Darby	Edwards Petroleum, Co.	Vol. 364, Pg. 681	10/12/1989
Estelle Crouch Fannin	Edwards Petroleum, Co.	Vol. 364, Pg. 685	10/12/1989
William L. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 677	10/12/1989
Olen C. Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 813	9/7/1989
James H. Pope	Edwards Petroleum, Co.	Vol. 365, Pg. 389	1/29/1990
Louise E. Barrett, et al	Edwards Petroleum, Co.	Vol. 366, Pg. 808	2/6/1990
Sarah T. Smith	Edwards Petroleum, Co.	Vol. 364, Pg. 694	9/7/1989
Melba Frossard, Indv. and Trustee of J H Frossard Trust	Edwards Petroleum, Co.	Vol. 364, Pg. 689	8/28/1989
James R. Loy, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 699	10/12/1989
Leroy Boyd, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 789	2/9/1990
Loyce Taylor, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 704	10/23/1989
Lois Herman Bledsoe, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 365	1/10/1990
David McKee Frazier, Jr.	Edwards Petroleum, Co.	Vol. 365, Pg. 374	1/17/1990
Carol Kay LaBay	Edwards Petroleum, Co.	Vol. 364, Pg. 709	10/25/1989
Cecil Douglas Musgrove, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 718	8/30/1989
Ada F. Musgrove, et al	Edwards Petroleum, Co.	Vol. 365, Pg. 398	1/19/1990
Robert V. Hibbetts, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 384	2/1/1990
John R. Morris, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 804	2/6/1990
Bobby D. Fife, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 817	1/22/1990
Reba Hicks Sain	Edwards Petroleum, Co.	Vol. 365, Pg. 402	1/22/1990
Mary Jacque Craig, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 714	1/22/1990
Vernon Lee Walton, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 406	1/28/1990
John F. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 826	4/9/1990
J. L. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 821	4/9/1990
Kenneth R. Cole	Edwards Petroleum, Co.	Vol. 367, Pg. 801	4/9/1990
Manuel R. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 831	4/9/1990
Mavis Boswell	Edwards Petroleum, Co.	Vol. 367, Pg. 809	4/9/1990
Gracie Sanders	Edwards Petroleum, Co.	Vol. 367, Pg. 805	4/9/1990
Nelva Pratt	Edwards Petroleum, Co.	Vol. 366, Pg. 836	4/9/1990
Joyce A. Donaho, et vir	Texbrit Corporation	Vol. 1002, Pg. 30	12/16/2009

EXHIBIT A - 6 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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appropriate records of Brazos County, Texas.

Thereby certify, on



12-15-2009
Kara McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Phillip James Marks, et al	Unit Petroleum Co.	Vol. 1008, Pg. 40	2/12/2010
Pamela Fleming Shamblin 1982 Tr.	Unit Petroleum Co.	Vol. 956, Pg. 270	11/20/2008
Shepherd Creek Irrev. Tr.	Unit Petroleum Co.	Vol. 956, Pg. 266	11/20/2008
Martha Ann Fleming Curtis 1982 Tr.	Unit Petroleum Co.	Vol. 956, Pg. 274	11/20/2008
Naomi Lurlyn Fleming Trust	Unit Petroleum Co.	Vol. 956, Pg. 262	11/20/2008
Brenda Rae Boyd	Manti Equity Partners, LP	Vol. 1275, Pg. 93	5/10/2013
Sondra Lee Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 106	5/14/2013
Rodney Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 101	5/14/2013
Shawn Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 115	5/14/2013
Ercel L. Cannon, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 97	4/19/2013
Hope Ellen Poherelsky, et vir	Manti Equity Partners, LP	Vol. 1275, Pg. 85	4/19/2013
Dorris Cannon, et al	Manti Equity Partners, LP	Vol. 1277, Pg. 148	4/26/2013
Pat J. Tobias, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 132	6/20/2013
Bradley Quinn, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 120	5/21/2013
Dale Harrison, et al	Manti Equity Partners, LP	Vol. 1275, Pg. 76	6/5/2013
Jimmie A. Roberts	Manti Equity Partners, LP	Vol. 1275, Pg. 124	5/16/2013
Janice Katherine Thompson	Manti Equity Partners, LP	Vol. 1275, Pg. 111	5/16/2013
Kent Porter Betts	Manti Equity Partners, LP	Vol. 1275, Pg. 89	3/27/2013
Joyce Gaido, et vir	Manti Equity Partners, LP	Vol. 1275, Pg. 81	7/2/2013
Bradley Quinn, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 128	6/27/2013
Marvin Dale Harrison	Manti Equity Partners, LP	Vol. 1278, Pg. 169	7/16/2013
Scott Ellis Windham, Jr.	Manti Equity Partners, LP	Vol. 1275, Pg. 137	6/27/2013
Laura Windham Pilatin	Manti Equity Partners, LP	Vol. 1275, Pg. 142	6/27/2013
Estate of Lena Campbell Mathis, et al	Manti Equity Partners, LP	Vol. 1290, Pg. 316	7/1/2013
Fronda Corporation	Manti Exploration Operating, LLC	Vol. 1391, Pg. 54	9/17/2013
Glenn F. Mathis, et ux	Daniel Oil Co.	Vol. 221, Pg. 370	2/10/1978
Billy Wayne Key, et ux	Daniel Oil Co.	Vol. 229, Pg. 197	4/27/1979
J. W. Mathis, et ux	W. T. Barret	Vol. 56, Pg. 371	6/7/1941
Pearl Hannah Tyler	James D. Ponder	Vol. 203, Pg. 439	8/15/1974
Alice R. Burney	James D. Ponder	Vol. 203, Pg. 272	4/19/1974
Glenn F. Mathis, et ux	Phillips Petroleum Co.	Vol. 93, Pg. 279	2/21/1951
James J. Johnston, et al	James D. Ponder	Vol. 203, Pg. 267	4/22/1974
Glen F. Mathis, et ux	J. M. West	Vol. 94, Pg. 33	7/21/1951
Voorhies Oil Properties, LLC	Manti Exploration Operators, LLC	Vol. 1312, Pg. 1	12/27/2013
Voorhies Oil Properties, LLC	Manti Exploration Operators, LLC	Vol. 1311, Pg. 345	12/27/2013

EXHIBIT A - 7 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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appropriate records of Brazos County, Texas.

Thereby certify, on

12-15-2013



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

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LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Aspen Grove Royalty Company, LLC	Manti Equity Partners, LP	Vol. 1365, Page 102	8/11/2014

All references in this Section II are to the Official Public Records of Madison County, Texas.

End of Exhibit A

EXHIBIT A - 8 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 12-15-2014



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT B

WELLS

STATE	COUNTY	WELL NAME	API NUMBER	LOCATION/FIELD	OPERATOR
Texas	Brazos	Tauber Ranch No. 1	42-041-31999	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Tauber Ranch No. 2H	42-041-32006	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Tauber Ranch No. 3H	42-041-32019	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	McWhorter Ranch No. 1H	42-041-32004	Giddings(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	McWhorter Ranch No. 2H	42-041-32018	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Payne Ranch No. 1H	42-041-31984	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Endler No. 1	42-041-31980	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Harriman No. 1	42-041-31978	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Adams Ranch Unit No. 1H	42-041-32028	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Adams Ranch Unit No. 2H	42-041-32109	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Johnston Ranch No. 1H	42-041-32033	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Johnston Ranch No. 2H	42-041-32104	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch No. 1H	42-041-32042	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch No. 2H	42-041-32226	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Madison	Musgrove No. 1	42-313-30681	Madisonville	Sabalo Exploration Operating,LLC
Texas	Brazos	Koontz No. 1H	42-041-32170	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Mako No. 1H	42-041-32143	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Orca No. 1H	42-041-32151	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Thresher No. 1H	42-041-32192	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Blacktip No. 1H	42-041-32220	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Hammerhead No. 1H	42-041-32160	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Wortman No. 1H	42-041-32264	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Great White No. 1H	42-041-32241	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Madison	Ellwood Barrett No. 1H	42-313-30878	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Ellwood Barrett No. 2H	42-313-30877	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Ellwood Barrett No. 3H	42-313-30941	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Brazos	Wilson-Payne No. 1H	42-041-32105	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Gall No. 1H	42-313-30974	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Barrett Marks No. 1H	42-313-30957	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Brazos	Johnston Ranch No. 3H	42-041-32274	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Madison	G F Mathis No. 1H	42-313-31110	Madisonville West	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch #3H	42-041-32303	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC



County Clerk:
Brazos County, Texas

Karen McQueen

STATE OF TEXAS
COUNTY OF BRAZOS
I, County Clerk, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

EXHIBIT B

WELLS

Texas	Brazos	Coleman McDonald No. 1H	42-313-31138	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating, LLC
Texas	Brazos	Madden No. 1H	42-041-32275	Agulla Vado(Eagleford)	Sabalo Exploration Operating, LLC
Texas	Brazos	Cheryl L. Fleming #1	42-313-30980	Madisonville West(Wdbn.-A)	MD America Energy LLC
Texas	Brazos	Leopard Shark #1H	42-041-32311	Madisonville W.(Wdbn.A)	Sabalo Exploration Operating, LLC
Texas	Brazos	Blue Shark #1H	42-041-32333	Madisonville W.(Wdbn.A)	Sabalo Exploration Operating, LLC

Filed for Record in:
BRAZOS COUNTY

On: Jan 12, 2015 at 09:10A

As a
NO LABEL RECORDING

Document Number: 01218777

Amount 92.00

Receipt Number - 533130

By,
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Jan 12, 2015

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 1/22/15

Karen McQueen
County Clerk
Brazos County, Texas



File No. ME111065

Assignment #9247, WM County

Operating to MD America

Date Filed: 2-12-15

George P. Bush, Commissioner

By aa



RECEIVED
FEB 12 2015
STATE OF MARYLAND
COMMISSIONER OF GENERAL SERVICES



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 12, 2015

Clark Jobe
McElroy, Sullivan, Miller, Weber & Olmstead, L.L.P.
P.O. Box 12127
Austin, Texas 78711

RE: GLO Assignment ID # 9246

Dear Mr. Jobe,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Assignment, Conveyance and Bill of Sale, is effective September 1st, 2014 from Manti Equity Partners LP, as assignor, to MD America Energy, LLC, as assignees. As filed for record in Brazos County, in volume 12462, page 271.

Please see attached "Exhibit A" for reference. Filing fees of \$50.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
9246	Brazos	MF111065
9246	Brazos	MF114890

Thursday, February 12, 2015

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS §
COUNTIES OF BRAZOS AND §
MADISON §

THIS ASSIGNMENT, CONVEYANCE, AND BILL OF SALE (this "Conveyance") is by and among MANTI EQUITY PARTNERS LP, a Texas limited partnership, whose address is 800 N. Shoreline Boulevard, Corpus Christi, Texas 78401 (herein called "Grantor") and MD AMERICA ENERGY, LLC, a Delaware limited liability company, whose mailing address is 301 Commerce St, Fort Worth, Texas 76102 (herein called "Grantee").

**Article I
Assignment**

Section 1.1 Assignment. Grantor, for Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Grantee all of Grantor's right, title, and interest in and to the following (exclusive of the Excluded Assets) (the "Assets"):

(i) the oil, gas and mineral leases (the "Leases"), leasehold interests, record title interests, mineral fee interests, operating rights, carried interests, reversionary interests, conversion rights and options, and other similar interests of whatever kind or character, whether legal or equitable, vested or contingent, in and to said Leases and interests described in the attached Exhibit A hereto, the land covered by said Leases and interests and the lands included in any pooled or communitized units and governmental unit orders covering any of such leases and interests described in Exhibit A (collectively, the "Lands"), whether or not such interests are described in Exhibit A;

(ii) any and all oil, gas, water, CO2, or injection or disposal wells thereon or on pooled, communitized, or unitized acreage that includes all or any part of the Properties, including the interests in the wells shown on Exhibit B, whether producing, non-producing, permanently or temporarily plugged and abandoned, whether or not fully described on Exhibit B (the "Wells");

(iii) all crude oil, natural gas, condensate, distillate, natural gasoline, natural gas liquids, plant products, refined petroleum products, other liquid or gaseous hydrocarbons (including, without limitation, coalbed methane), sulfur, other gases (including, without limitation, hydrogen and carbon dioxide), and every other mineral or substance, or any of them, the right to explore for which, or an interest in which, is granted pursuant to the Properties (collectively "Hydrocarbons") (a) produced from, or attributable to, the Properties from and after the Effective Date, (b) to the extent related or attributable to the Properties, all production, plant, and transportation imbalances as of the Effective Date, and (c) all Hydrocarbon inventories from or attributable to the Properties that are in pipelines, storage tanks, or other processing or storage facilities upstream of the delivery points to the relevant purchasers on the Effective Date;

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on

12-15-2015



Karen McLean
County Clerk:
Brazos County, Texas

(iv) any and all surface leases; rights-of-way and easements; operating agreements; exploration agreements; Hydrocarbon purchase, sales, exchange, processing, gathering, storage, treatment, compression, transportation and balancing agreements; farmout and farmin agreements (not otherwise expressly excluded and reserved herefrom); dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water injection and disposal agreements; unitization, communitization or pooling agreements; permits; licenses; servitudes; and all other similar contracts and agreements and any amendments thereto relating to the Properties, to the extent applicable to the Properties (all such contracts and agreements and amendments thereto being herein referred to collectively as the "Existing Contracts"); provided, however, that the term "Existing Contracts" does not include the Leases or any recorded assignments thereof in Grantor's chain of title to the Properties;

(v) all valid Hydrocarbon unitization and pooling agreements and/or orders in effect with respect to the Properties, including, without limitation, all units formed under orders, rules, regulations, or other official acts of any Governmental Body having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so-called "working interest units" created under operating agreements or otherwise relating to the Properties, together with all regulatory permits in effect with respect to the Properties;

(vi) all pipelines, plants, gathering and processing systems located on or under the Properties (including the pipeline system and gathering lines that are described and generally depicted on Exhibit B-2 to the Purchase Agreement), together with all equipment, machinery, fixtures, and other tangible personal property, appurtenances, and improvements (a) that are located on the Properties and are used or held for use primarily in connection with the operation of the Properties and the Wells or the production or transportation of Hydrocarbons therefrom, and (b) that have, prior to the date hereof, been charged or billed to the Properties or Wells or that are charged or billed to the Properties or Wells after the date hereof (the "Equipment");

(vii) all geological, geophysical and engineering information and data relating to the Properties, other than any such information and data the transfer of which requires consent of third parties under agreements and for which Grantor shall have utilized commercially reasonable efforts to obtain the consent of such third parties (but without obligation to expend funds unless paid by Grantee); and

(viii) all of the applicable files, records and data directly relating to the items described in subsections (i) through (vii) (but including only copies of the hereinafter described tax and accounting records), including, without limitation, joint interest billings, check receipts and third party disbursement records, copies of records relating to Property Taxes and severance, sales, excise, and other production-related taxes, legal files, land and lease files, title records, division order records, contracts, production records, electric logs, core data, pressure data and decline curves and graphical production curves, and all related matters in the possession of Grantor and relating to the items described in subsections (i) through (vii) except where the transfer or disclosure of such data and records is restricted by agreement with third parties (and Grantor shall have used commercially reasonable efforts to obtain consent to transfer from such third parties, but without obligation to expend funds unless paid by Grantee) or excluded by the terms of the Purchase Agreement (collectively the "Records"); provided, however, that Grantor has the rights with respect to such Records as provided in Section 1.4 of the Purchase Agreement.

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on



12-15-10
Karen McQueen
County Clerk:
Brazos County, Texas

EXCLUDING AND RESERVING unto Grantor, however, the items described in Section 1.2 below, all of which are excluded from this Conveyance and retained by Grantor.

Section 1.2 Excluded Assets. The Assets do not include, and there is hereby expressly excepted therefrom and reserved to Grantor, the following (the "Excluded Assets"):

- (i) all corporate, financial, legal, and Tax records of Grantor;
- (ii) all deposits, cash, checks in process of collection, cash equivalents, accounts receivable and funds attributable to the Assets, in each case, for the period prior to the Effective Date;
- (iii) all rights, interests, and claims that Grantor may have under any policy of insurance or indemnity, surety bond, or any insurance or condemnation proceeds or recoveries from third Persons relating to property damage or Casualty Loss affecting the Assets, in each case, occurring prior to the Effective Date;
- (iv) all claims, whether in contract, in tort, or arising by operation of law, and whether asserted or unasserted as of the Closing Date, that Grantor may have against any individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Body, and including any successor, by merger or otherwise, of any of the foregoing (each a "Person") arising out of acts, omissions, or events, or injury to or death of persons or loss or destruction of or damage to property, relating in any way to, the Assets that occurred prior to the Effective Date, except to the extent relating to obligations or liabilities assumed by Grantee under the Purchase Agreement; provided, however, that no such claim may be settled, compromised, or otherwise resolved in a manner that results in an obligation borne by Grantee or the Assets on and after the Effective Date without the prior written consent of Grantor;
- (v) any and all rights to use Grantor's names, marks, trade dress or insignia, or to use the name of Grantor, and all of Grantor's intellectual property, including, without limitation, proprietary or licensed computer software; patents; trade secrets; copyrights; all non-transferable geophysical data that is subject to restrictions upon transfer under agreements for which Grantor has utilized commercially reasonable efforts (without obligation of payment) to obtain requisite consents to transfer unless Grantee provides Grantor with evidence that Grantee has acquired a license to such geophysical data; economic analyses; and pricing forecasts;
- (vi) all amounts due or payable to Grantor as adjustments to insurance premiums related to the Assets for periods prior to the Effective Date;
- (vii) all claims of Grantor for any Tax refunds and loss carry-forwards and carry backs with respect to any Taxes relating to the Assets for periods prior to the Effective Date;
- (viii) all audit rights and all amounts due or payable to Grantor as refunds, adjustments, or settlements of disputes arising under the Properties or the Existing Contracts for periods prior to the Effective Date, except to the extent relating to obligations or liabilities assumed by Grantee under the Purchase Agreement;

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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Thereby certify, on 1-22-15 *CM*



Karen McQueen
County Clerk:
Brazos County, Texas

- (ix) all inventories of pipe and equipment other than the Equipment;
- (x) Grantor's interests in office leases and buildings; and
- (xi) all interests, rights, property and assets listed on Schedule 1.6.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, subject to, however, all of the following terms and conditions:

Section 1.3 Special Warranty and Disclaimers. Subject to the provisions of the Purchase Agreement, **GRANTOR WARRANTS DEFENSIBLE TITLE TO THE ASSETS UNTO GRANTEE AND GRANTEE'S LAWFUL SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE, SUBJECT TO THE PERMITTED ENCUMBRANCES.** Further, to the extent permitted by Law, Grantee shall be subrogated to Grantor's rights in and to representations, warranties, and covenants given with respect to the Assets including rights, claims and causes of action on title warranties made by Grantor's predecessors in interest. Grantor hereby grants and transfers to Grantee, its successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties including rights, claims, and causes of action on title warranties given or made by Grantor's predecessors, if any, which Grantor is entitled to enforce with respect to the Assets.

(i) **EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.2 OF THE PURCHASE AGREEMENT, IN THIS CONVEYANCE, OR IN THE CERTIFICATE DELIVERED BY GRANTOR AT THE CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ASSETS. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION 1.3 ARE "CONSPICUOUS DISCLAIMERS" FOR PURPOSES OF ANY APPLICABLE LAW. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.2 OF THE PURCHASE AGREEMENT, IN THIS CONVEYANCE, OR IN THE CERTIFICATE DELIVERED BY GRANTOR AT THE CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT AND SUBJECT TO THE PROCEDURES AND REMEDIES APPLICABLE TO TITLE DEFECTS UNDER ARTICLE 3 OF THE PURCHASE AGREEMENT, CASUALTY LOSS UNDER ARTICLE 4 OF THE PURCHASE AGREEMENT, AND ENVIRONMENTAL DEFECTS UNDER ARTICLE 5 OF THE PURCHASE AGREEMENT, GRANTEE AGREES THAT GRANTOR IS DISCLAIMING ANY REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH GRANTOR HEREBY DISCLAIMS AND GRANTEE EXPLICITLY WAIVES RELIANCE UPON), RELATING TO (I) TITLE, (II) OPERATING CONDITION, (III) MERCHANTABILITY, DESIGN, OR QUALITY, (IV) FITNESS FOR ANY PARTICULAR PURPOSE, (V) ABSENCE OF LATENT DEFECTS, (VI) ENVIRONMENTAL CONDITION OF THE ASSETS, (VII) VALUE OR FUTURE**

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify on 12-15-2015



Karen McQueen
County Clerk:
Brazos County, Texas

REVENUES, (VIII) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, (IX) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS, OR (X) ANY OTHER MATTER WHATSOEVER, IT BEING UNDERSTOOD THAT, EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, THIS CONVEYANCE, OR GRANTOR'S CERTIFICATE AT CLOSING PURSUANT TO SECTION 11.4.9 OF THE PURCHASE AGREEMENT, GRANTOR IS CONVEYING TO GRANTEE, AND GRANTEE IS ACCEPTING, THE ASSETS "AS IS," "WHERE IS," "WITH ALL FAULTS," AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND GRANTEE IS ASSUMING ALL RISK WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ALL RISK ASSOCIATED WITH TITLE DEFECTS AND ENVIRONMENTAL DEFECTS WHICH ARE DEEMED TO HAVE BEEN WAIVED UNDER THE TERMS OF THIS CONVEYANCE.

(ii) GRANTEE WAIVES ITS RIGHTS, IF ANY, UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, GRANTEE VOLUNTARILY CONSENTS TO THIS WAIVER.

(iii) Except for the special warranty of title set forth in this Conveyance and without limiting Grantee's remedies for Title Defects set forth in Article 3 of the Purchase Agreement, (a) Grantor makes no warranty or representation, express, implied, statutory or otherwise, with respect to Grantor's title to any of the Assets, and (b) Grantee hereby acknowledges and agrees that Grantee's sole remedy for any defect of title, including any Title Defect, with respect to the Assets shall be pursuant to the special warranty of title set forth in this Conveyance.

(iv) Without limiting Grantee's remedies for Environmental Defects set forth in Article 5 of the Purchase Agreement, and except for Grantor's express representations and warranties set forth in Section 6.2.21 of the Purchase Agreement and in Grantor's Officer's Certificate delivered at Closing pursuant to Section 11.4.9 of the Purchase Agreement, (a) Grantor makes no warranty or representation, express, implied statutory or otherwise, with respect to environmental matters, and (b) Grantee hereby acknowledges and agrees that Grantee's exclusive right and remedy for any environmental matter, including any Environmental Defect, with respect to the Assets shall be set forth in Article 5 and Section 12.3.4(b) of the Purchase Agreement.

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on

1-22-15 (M. Green)



Karen McQueen
County Clerk:
Brazos County, Texas

Article II
Assumption and Retention of Obligations

Section 2.1 Assumed Obligations. Subject to the terms of the Purchase Agreement, Grantee assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations.

Section 2.2 Existing Contracts. Grantee is taking the Assets subject to the terms of all of the Existing Contracts, and hereby assumes and agrees (in each case) to fulfill, perform, pay and discharge all of Grantor's obligations thereunder, subject in each case to the terms of the Purchase Agreement.

Section 2.3 Retained Obligations. Subject to the terms of the Purchase Agreement, Grantee retains and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Retained Obligations.

Article III
Miscellaneous

Section 3.1 Subject to Agreement. This Conveyance is subject to the terms and provisions of that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of December 1, 2014 between Grantor and Grantee. To the extent of any conflict between the terms and provisions of this Conveyance and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control in all cases. Capitalized terms used in this Conveyance that are not otherwise defined in this Conveyance have the meaning given those terms in the Purchase Agreement.

Section 3.2 Further Assurances. Grantor and Grantee shall execute, acknowledge, and deliver all such further documents and instruments and take such other actions, as are necessary or useful in carrying out the purposes of this Conveyance.

Section 3.3 Successors and Assigns. This Conveyance shall be binding upon and inure to the benefit of the Parties and their respective permitted successors, assigns, and legal representatives.

Section 3.4 Headings. The headings of articles and sections used in this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance.

Section 3.5 Execution in Counterparts. This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of the Exhibits which contains specific descriptions of Assets located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of the Exhibits being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on

12-15-2014



Karen McQuinn
County Clerk:
Brazos County, Texas

Section 3.6 Waiver. No waiver of any of the provisions of this Conveyance shall be deemed or shall constitute a waiver of any other provisions of this Conveyance (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 3.7 GOVERNING LAW. THIS VALIDITY OF THIS CONVEYANCE (AND THE WARRANTIES OF TITLE THEREUNDER) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTIONS IN WHICH THE ASSETS ARE LOCATED (EXCEPT ANY CONFLICTS OF LAWS RULES OR PRINCIPLES OF SUCH JURISDICTION WHICH MIGHT COMPEL APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

Section 3.8 Waiver of Jury Trial. THE PARTIES WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONVEYANCE, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

Signature and acknowledgment pages follow

7

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
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appropriate records of Brazos County, Texas.

Thereby certify, on



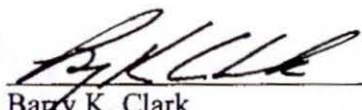
Karen McQueen
County Clerk:
Brazos County, Texas

IN WITNESS WHEREOF this Conveyance has been executed by parties on the date of their respective acknowledgments effective for all purposes, as of 7:00 a.m. local time at the locations of the Assets, on September 1, 2014 (the "Effective Date").

"GRANTOR"

MANTI EQUITY PARTNERS LP

By: Manti Equity Partners GP, LLC, its general partner
By: Manti Exploration, LP, its sole member
By: Manti Exploration GP, LLC, its general partner

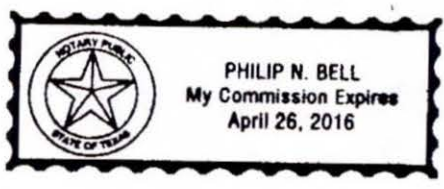
By: 
Name: Barry K. Clark
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 22nd day of December, 2014, by Barry K. Clark, the President of **MANTI EXPLORATION GP, LLC**, a limited liability company, the general partner of **MANTI EXPLORATION, LP**, a limited partnership, the sole member of **MANTI EQUITY PARTNERS GP, LLC**, a limited liability company, the general partner of **MANTI EQUITY PARTNERS LP**, a limited partnership, on behalf of said limited partnership.

Pf n. Bell



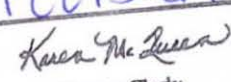
STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.
Thereby certify, on 12-15-2014

County Clerk:
Brazos County, Texas



EXHIBIT A

Doc Bk Vol Pg
01218776 08 12462 280

LEASES

I. BRAZOS COUNTY, TEXAS

<u>LESSOR</u>	<u>LESSEE</u>	<u>RECORDING DATA</u>	<u>LEASE DATE</u>
Earl Leighman, et ux	Bergfeld Land & Minerals Group	Vol. 7326, Pg. 55	4/19/2006
John C. Adams, III, et ux	Bergfeld Land & Minerals Group	Vol. 7503, Pg. 214	7/12/2006
John C. Adams, III, et ux	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 35	8/31/2006
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 8318, Pg. 6	11/7/2006
Mary E. Adams Ingram Irrevocable Tr.	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 29	9/1/2006
Nicole Ingram Johnson	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 17	9/1/2006
G. Holton Ingram, Jr. AIF for Christopher Ingram	Bergfeld Land & Minerals Group	Vol. 7592, Pg. 23	9/1/2006
Mary E. Adams Ingram Irrevocable Tr.	Bergfeld Land & Minerals Group	Vol. 8318, Pg. 11	11/7/2006
William Calvin Bennett	Porcione Land Group, Inc.	Vol. 12257, Pg. 225	9/8/2014
Chap Harriman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 219	9/15/2004
Michele Harriman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 210	9/15/2004
Ronald Dean Ward, Agt. & AIF for Lillian Ward	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 155	10/26/2004
Barb. H. Orosco, Individ. & Salvador G. Orosco-Orosco Family Trust	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 230	10/26/2004
William L. Stroman	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 288	2/16/2005
Ronald Dean Ward	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 158	10/26/2004
Lawrence V. Conrad & Mary S. Conrad Rev. Living Tr.	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 228	9/1/2004
F. Walter Conrad, Individ. & AIF for Karl Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 127	12/17/2004
F. Walter Conrad, Individ. & AIF for Paul Barth Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 134	12/17/2004
F. Walter Conrad, Individ. & AIF for Jennifer Ann Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 120	12/17/2004
F. Walter Conrad, Individ. & AIF for Judy Verdun, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 72	12/17/2004
F. Walter Conrad, Individ. & AIF for Peggy Hughes, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 79	12/17/2004
F. Walter Conrad, Individ. & AIF for James Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 86	12/17/2004
F. Walter Conrad, Individ. & AIF for Eleanor Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 93	12/17/2004
F. Walter Conrad, Individ. & AIF for Carolyn A. Conrad, et al	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 100	12/17/2004
F. Walter Conrad, Individ. & AIF for Barbara Ann Drow, et al	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 184	12/17/2004
Denise Diana Moerbe	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 244	11/10/2004

EXHIBIT A - 1 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
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Thereby certify, on 1-22-15



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

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LEASES

<u>LESSOR</u>	<u>LESSEE</u>	<u>RECORDING DATA</u>	<u>LEASE DATE</u>
Preston Conrad	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 111	11/10/2004
Curtis Conrad	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 237	11/10/2004
Elizabeth Ann Busch	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 215	9/29/2004
Renn M. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 204	9/29/2004
Martha L. Baker	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 207	9/29/2004
Margaret A. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 189	9/29/2004
John M. Lawrence, III	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 178	9/21/2004
John W. Lawrence	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 175	9/29/2004
Anna Dell Smith & Rosalia Clemens	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 282	2/3/2005
James R. Lentz	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 230	6/15/2005
Edward Oscar Lentz, et ux	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 233	6/15/2005
Jacqueline Conrad Beasley, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 236	2/10/2005
Alfred A. Martin	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 247	12/1/2004
Jessie Ray Sanders, et ux	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 224	6/15/2005
Eugene B. Savage aka Gene B. Savage, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 114	12/9/2004
Norman Eugene Herrick	Bergfeld Land & Minerals Group	Vol. 6796, Pg. 227	6/15/2005
Jo Ann Locke	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 249	11/17/2004
Jean L. Moses, et vir	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 240	11/17/2004
Blair Family Rev. Living Tr. - Phillip & Yvonne Blair - Co-Tr.	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 200	10/1/2004
John E. Blair, III, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 196	10/5/2004
Hugo J. Endler, et ux	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 191	3/21/2005
Louis A. Chytil	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 193	10/19/2004
Dorothy Daniel	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 165	11/3/2004
Clara Jane Griffin	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 162	11/3/2004
Margaret Thompson aka Marguerite C. Thompson	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 23	11/3/2004
Kenneth Leo Allen	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 224	10/5/2004
T. Hugh Thompson, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 285	1/27/2005
Michael L. Greer, Jr., et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 291	1/27/2005
Bob L. Rychlik, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 1	1/27/2005
Kyle W. Hoegemeyer	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 275	1/27/2005
D'Ann Hurta, et vir	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 269	1/27/2005
Jarret Robison	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 251	1/27/2005
Tamera Robison Burnett	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 257	1/27/2005
William Hoegemeyer, et ux	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 263	1/27/2005
Chris H. Hoegemeyer	Bergfeld Land & Minerals Group	Vol. 6605, Pg. 195	1/27/2005
Frederick R. Miller, et ux	Bergfeld Land & Minerals Group	Vol. 7292, Pg. 215	3/22/2006

EXHIBIT A - 2 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

122-15 (M...)

Karen McQueen
County Clerk:
Brazos County, Texas



EXHIBIT A

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Margaret Thompson aka Marguerite C. Thompson	Bergfeld Land & Minerals Group	Vol. 7341, Pg. 71	5/15/2006
Oliver Bishop	Bergfeld Land & Minerals Group	Vol. 6550, Pg. 244	2/10/2005
Oliver Bishop	Bergfeld Land & Minerals Group	Vol. 7327, Pg. 277	5/18/2006
George G. McBee, et ux	Bergfeld Land & Minerals Group	Vol. 7292, Pg. 210	3/22/2006
Robert W. Caldwell, Jr., et ux	Bergfeld Land & Minerals Group	Vol. 5980, Pg. 130	2/24/2004
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 87	1/19/2005
Ronnie Craig, Temp Adm. of Estate of C. E. Payne	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 21	1/19/2005
Tauber Exploration & Production Co.	Brighton Energy, LLC	Vol. 7057, Pg. 145	7/7/2005
Phyllis Bonifazi	Bergfeld Land & Minerals Group	Vol. 6559, Pg. 138	2/9/2005
Robert D. Davidson, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 264	11/11/2004
Mattie Sue Wilson	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 141	12/8/2004
Mary Beth Atkinson, et vir	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 148	12/8/2004
Stan Maliska, et ux	Bergfeld Land & Minerals Group	Vol. 6956, Pg. 67	7/7/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 105	1/19/2005
Bryan W. Shaw a/k/a - Bryan Webb Shaw, et ux	Bergfeld Land & Minerals Group	Vol. 6551, Pg. 43	12/1/2004
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 15	1/19/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 109	1/19/2005
Pauline Benbow Westbrook Trant	Bergfeld Land & Minerals Group	Vol. 7152, Pg. 111	12/15/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 13	1/19/2005
Robert H. Benbow Irrev. Trust, Winthrop L. Benbow, et al, Tr.	Bergfeld Land & Minerals Group	Vol. 6956, Pg. 35	7/9/2005
Jim C. Wall, et ux	Brighton Energy, LLC	Vol. 8318, Pg. 1	10/18/2007
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 111	1/19/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 11	1/19/2005
David E. McWhorter, Sr.	Bergfeld Land & Minerals Group	Vol. 6922, Pg. 138	7/13/2005
Gladys Mildred Gandy	Bergfeld Land & Minerals Group	Vol. 6922, Pg. 133	7/13/2005
Peggy Payne Reed	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 85	1/19/2005
Estate of C. E. Payne, Ronnie Craig, Temp. Administrator	Bergfeld Land & Minerals Group	Vol. 6552, Pg. 19	1/19/2005
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 7374, Pg. 1	4/28/2006
Sara Adams Jennings, et vir	Bergfeld Land & Minerals Group	Vol. 7400, Pg. 276	4/28/2006
Betty T. Johnston Marital Trust, Betty T. Johnston, et al Trustee	Brighton Energy, LLC	Vol. 7820, Pg. 71	1/16/2007
Eula Mae Johnston Trust	Brighton Energy, LLC	Vol. 7980, Pg. 257	2/28/2007

EXHIBIT A - 3 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

12-15-07



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
William S. Rogers	Brighton Energy, LLC	Vol. 7820, Pg. 65	1/16/2007
V. A. Johnston Family Trust	Brighton Energy, LLC	Vol. 7820, Pg. 68	1/16/2007
George A. Richardson	Unit Petroleum Company	Vol. 8768, Pg. 280	7/2/2008
State of Texas Pooling Agreement No. M-111065	Unit Petroleum Company	Vol. 9655, Pg. 106	5/26/2010
State of Texas Pooling Agreement No. M-114890	Manti Equity Partners, LP	Vol. 11651, Pg. 225	2/19/2013
Cage Mineral Trust, Catherine Cage Burns, Trustee	Manti Equity Partners, LP	Vol. 10991, Pg. 47	10/17/2012
Samuel J. Catalena, et ux	Crimson Energy Partners, III, LLC	Vol. 10062, Pg. 114	2/15/2011
Ted L. Rea, et ux	Crimson Energy Partners, III, LLC	Vol. 10031, Pg. 141	10/20/2010
Glen D. Hart, et ux	Crimson Energy Partners, III, LLC	Vol. 10034, Pg. 31	1/31/2011
Janis Jean Metcalf	Crimson Energy Partners, III, LLC	Vol. 11051, Pg. 148	11/29/2012
Luke Dileo, Jr., et ux	Crimson Energy Partners, III, LLC	Vol. 9982, Pg. 116	12/13/2010
Dalton M. Closs	Ironrock Webb Energy Group, LLC	Vol. 9797, Pg. 94	5/21/2010
Chap L. Harriman	Crimson Energy Partners, III, LLC	Vol. 9696, Pg. 66	5/10/2010
William L. Stroman	Crimson Energy Partners, III, LLC	Vol. 9851, Pg. 59	8/26/2010
Ronald Dean Ward	Crimson Energy Partners, III, LLC	Vol. 9703, Pg. 9	6/11/2010
Orosco Family Trust, Barbara H. and Salvador G. Orosco, Trustees	Crimson Energy Partners, III, LLC	Vol. 9759, Pg. 174	7/7/2010
Glen D. Hart, et ux	Crimson Energy Partners, III, LLC	Vol. 10034, Pg. 34	1/31/2011
Billy M. Payne, Trustee	Glenn D. Hart, et ux	Vol. 6813, Pg. 180	5/14/2004
Billy M. Payne, Trustee	Glenn D. Hart, et ux	Vol. 7126, Pg. 110	5/14/2004
Cage Mineral Trust, Catherine Cage Burns, Trustee	Brighton Energy, LLC	Vol. 7868, Pg. 214	3/5/2007
John C. Adams III, et ux	Manti Equity Partners, LP	Currently being negotiated	

All references in this Section I are to the Official Public Records of Brazos County, Texas.

EXHIBIT A - 4 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

12.15.13



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

Doc Bk Vol Pg
01218776 OR 12462 284

LEASES

II. MADISON COUNTY, TEXAS

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Jay C. Coleman, et ux	Manti Equity Partners, LP	Vol. 1192, Pg. 182	9/17/2012
Mark B. Lindsay, et ux	Manti Equity Partners, LP	Vol. 1193, Pg. 184	9/13/2012
Laura L. Clay	Texbrit Corporation	Vol. 1002, Pg.290	10/20/2009
Terry M. Jones, et ux	Manti Equity Partners, LP	Vol. 1192, Pg. 186	9/12/2012
Celia A. Clay	Texbrit Corporation	Vol. 993, Pg. 73	10/8/2009
Kathryn Clay Martine Trust	Texbrit Corporation	Vol. 993, Pg. 87	10/9/2009
Renee Clay Fagan Trust	Texbrit Corporation	Vol. 993, Pg. 94	10/2/2009
Clay Michael Roth Trust	Texbrit Corporation	Vol. 993, Pg. 80	9/30/2009
Diane Bernice Clay Shannahan	Texbrit Corporation	Vol. 1002, Pg. 48	12/14/2009
Rosanne Clay Oliver	Texbrit Corporation	Vol. 1002, Pg. 38	11/30/2009
Thomas Joseph Clay	Texbrit Corporation	Vol. 1002, Pg. 42	11/30/2009
Richard Louis Clay	Texbrit Corporation	Vol. 1002, Pg. 32	12/2/2009
Donald Eugene Clay	Texbrit Corporation	Vol. 1002, Pg. 40	12/3/2009
Mary Louise Clay Charrin	Texbrit Corporation	Vol. 1002, Pg. 34	12/4/2009
David Henry Clay	Texbrit Corporation	Vol. 1002, Pg.46	12/4/2009
Ralph Walter Clay	Texbrit Corporation	Vol. 1002, Pg. 36	12/7/2009
Barbara Jeffrey (O'Neal) Clay	Manti Equity Partners, LP	Vol. 1228, Pg. 38	1/10/2013
Michael Jeffrey Clay	Texbrit Corporation	Vol. 1002, Pg. 44	12/21/2009
Cecil D. Musgrove, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 615	8/16/1989
Floyd Kenneth Robinson	Edwards Petroleum, Co.	Vol. 365, Pg. 360	8/17/1989
Jimmie L. Robinson	Edwards Petroleum, Co.	Vol. 364, Pg. 626	8/17/1989
Mary Sadie Mele	Edwards Petroleum, Co.	Vol. 364, Pg. 621	8/17/1989
Doris Nell Keefer	Edwards Petroleum, Co.	Vol. 365, Pg. 355	8/17/1989
Mildred Lurie Gailley	Edwards Petroleum, Co.	Vol. 364, Pg. 631	8/17/1989
Rock Prairie Baptist Church	Edwards Petroleum, Co.	Vol. 366, Pg. 801	2/16/1990
John F. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 636	1/15/1990
J. L. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 641	1/15/1990
Kenneth R. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 733	1/15/1990
Manuel R. Cole	Edwards Petroleum, Co.	Vol. 364, Pg. 646	1/15/1990
Mavis Boswell	Edwards Petroleum, Co.	Vol. 365, Pg. 369	1/15/1990
Gracie Sanders	Edwards Petroleum, Co.	Vol. 364, Pg. 728	1/15/1990
Nelva Pratt	Edwards Petroleum, Co.	Vol. 365, Pg. 393	1/15/1990
Samuel Ray Eaves	Edwards Petroleum, Co.	Vol. 364, Pg. 651	8/23/1989
Samuel Ray Eaves, Jr., et al	Edwards Petroleum, Co.	Vol. 364, Pg. 656	8/23/1989
Shirley Ann Eaves, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 662	8/25/1989
Samuel James Eaves	Edwards Petroleum, Co.	Vol. 364, Pg. 668	8/25/1989
Bernice Wayne Eaves	Medallion Production Co.	Vol. 398, Pg. 43	8/31/1992

EXHIBIT A - 5 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos, County, Texas.

Thereby certify, on

1-22-15 *Chene*



Karen McQuinn
County Clerk:
Brazos County, Texas

EXHIBIT A

Doc Bk Vol Pg
01218776 BR 12462 285

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Wallace E. Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 793	9/7/1989
Billy Seth Pope, Tr for Robin Lea Pope	Edwards Petroleum, Co.	Vol. 366, PG. 785	9/7/1989
Robin Lea Pope	Medallion Production Co.	Vol. 374, Pg. 306	7/29/1990
Jennifer Pope	Medallion Production Co.	Vol. 372, Pg. 89	7/29/1990
Phyllis Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 797	9/7/1989
Charles L. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 673	10/12/1989
Curtis G. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 738	10/12/1989
Mary Ann Crouch Darby	Edwards Petroleum, Co.	Vol. 364, Pg. 681	10/12/1989
Estelle Crouch Fannin	Edwards Petroleum, Co.	Vol. 364, Pg. 685	10/12/1989
William L. Crouch	Edwards Petroleum, Co.	Vol. 364, Pg. 677	10/12/1989
Olen C. Pope	Edwards Petroleum, Co.	Vol. 366, Pg. 813	9/7/1989
James H. Pope	Edwards Petroleum, Co.	Vol. 365, Pg. 389	1/29/1990
Louise E. Barrett, et al	Edwards Petroleum, Co.	Vol. 366, Pg. 808	2/6/1990
Sarah T. Smith	Edwards Petroleum, Co.	Vol. 364, Pg. 694	9/7/1989
Melba Frossard, Indv. and Trustee of J H Frossard Trust	Edwards Petroleum, Co.	Vol. 364, Pg. 689	8/28/1989
James R. Loy, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 699	10/12/1989
Leroy Boyd, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 789	2/9/1990
Loyce Taylor, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 704	10/23/1989
Lois Herman Bledsoe, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 365	1/10/1990
David McKee Frazier, Jr.	Edwards Petroleum, Co.	Vol. 365, Pg. 374	1/17/1990
Carol Kay LaBay	Edwards Petroleum, Co.	Vol. 364, Pg. 709	10/25/1989
Cecil Douglas Musgrove, et ux	Edwards Petroleum, Co.	Vol. 364, Pg. 718	8/30/1989
Ada F. Musgrove, et al	Edwards Petroleum, Co.	Vol. 365, Pg. 398	1/19/1990
Robert V. Hibbetts, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 384	2/1/1990
John R. Morris, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 804	2/6/1990
Bobby D. Fife, et ux	Edwards Petroleum, Co.	Vol. 366, Pg. 817	1/22/1990
Reba Hicks Sain	Edwards Petroleum, Co.	Vol. 365, Pg. 402	1/22/1990
Mary Jacque Craig, et al	Edwards Petroleum, Co.	Vol. 364, Pg. 714	1/22/1990
Vernon Lee Walton, et ux	Edwards Petroleum, Co.	Vol. 365, Pg. 406	1/28/1990
John F. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 826	4/9/1990
J. L. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 821	4/9/1990
Kenneth R. Cole	Edwards Petroleum, Co.	Vol. 367, Pg. 801	4/9/1990
Manuel R. Cole	Edwards Petroleum, Co.	Vol. 366, Pg. 831	4/9/1990
Mavis Boswell	Edwards Petroleum, Co.	Vol. 367, Pg. 809	4/9/1990
Gracie Sanders	Edwards Petroleum, Co.	Vol. 367, Pg. 805	4/9/1990
Nelva Pratt	Edwards Petroleum, Co.	Vol. 366, Pg. 836	4/9/1990
Joyce A. Donaho, et vir	Texbrit Corporation	Vol. 1002, Pg. 30	12/16/2009

EXHIBIT A - 6 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on



12-15-2009
Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

Doc Bk Vol Pg
01218776 OR 12462 286

LEASES

LESSOR	LESSEE	RECORDING DATA	LEASE DATE
Phillip James Marks, et al	Unit Petroleum Co.	Vol. 1008, Pg. 40	2/12/2010
Pamela Fleming Shamblin 1982 Tr.	Unit Petroleum Co.	Vol. 956, Pg. 270	11/20/2008
Shepherd Creek Irrev. Tr.	Unit Petroleum Co.	Vol. 956, Pg. 266	11/20/2008
Martha Ann Fleming Curtis 1982 Tr.	Unit Petroleum Co.	Vol. 956, Pg. 274	11/20/2008
Naomi Lurlyn Fleming Trust	Unit Petroleum Co.	Vol. 956, Pg. 262	11/20/2008
Brenda Rae Boyd	Manti Equity Partners, LP	Vol. 1275, Pg. 93	5/10/2013
Sondra Lee Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 106	5/14/2013
Rodney Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 101	5/14/2013
Shawn Stephenson	Manti Equity Partners, LP	Vol. 1275, Pg. 115	5/14/2013
Ercel L. Cannon, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 97	4/19/2013
Hope Ellen Poherelsky, et vir	Manti Equity Partners, LP	Vol. 1275, Pg. 85	4/19/2013
Dorris Cannon, et al	Manti Equity Partners, LP	Vol. 1277, Pg. 148	4/26/2013
Pat J. Tobias, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 132	6/20/2013
Bradley Quinn, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 120	5/21/2013
Dale Harrison, et al	Manti Equity Partners, LP	Vol. 1275, Pg. 76	6/5/2013
Jimmie A. Roberts	Manti Equity Partners, LP	Vol. 1275, Pg. 124	5/16/2013
Janice Katherine Thompson	Manti Equity Partners, LP	Vol. 1275, Pg. 111	5/16/2013
Kent Porter Betts	Manti Equity Partners, LP	Vol. 1275, Pg. 89	3/27/2013
Joyce Gaido, et vir	Manti Equity Partners, LP	Vol. 1275, Pg. 81	7/2/2013
Bradley Quinn, et ux	Manti Equity Partners, LP	Vol. 1275, Pg. 128	6/27/2013
Marvin Dale Harrison	Manti Equity Partners, LP	Vol. 1278, Pg. 169	7/16/2013
Scott Ellis Windham, Jr.	Manti Equity Partners, LP	Vol. 1275, Pg. 137	6/27/2013
Laura Windham Pilatin	Manti Equity Partners, LP	Vol. 1275, Pg. 142	6/27/2013
Estate of Lena Campbell Mathis, et al	Manti Equity Partners, LP	Vol. 1290, Pg. 316	7/1/2013
Fronza Corporation	Manti Exploration Operating, LLC	Vol. 1391, Pg. 54	9/17/2013
Glenn F. Mathis, et ux	Daniel Oil Co.	Vol. 221, Pg. 370	2/10/1978
Billy Wayne Key, et ux	Daniel Oil Co.	Vol. 229, Pg. 197	4/27/1979
J. W. Mathis, et ux	W. T. Barret	Vol. 56, Pg. 371	6/7/1941
Pearl Hannah Tyler	James D. Ponder	Vol. 203, Pg. 439	8/15/1974
Alice R. Burney	James D. Ponder	Vol. 203, Pg. 272	4/19/1974
Glenn F. Mathis, et ux	Phillips Petroleum Co.	Vol. 93, Pg. 279	2/21/1951
James J. Johnston, et al	James D. Ponder	Vol. 203, Pg. 267	4/22/1974
Glen F. Mathis, et ux	J. M. West	Vol. 94, Pg. 33	7/21/1951
Voorhies Oil Properties, LLC	Manti Exploration Operators, LLC	Vol. 1312, Pg. 1	12/27/2013
Voorhies Oil Properties, LLC	Manti Exploration Operators, LLC	Vol. 1311, Pg. 345	12/27/2013

EXHIBIT A - 7 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on

12-15-13



Karen McQueen
County Clerk:
Brazos County, Texas

EXHIBIT A

Doc Bk Vol Pg
01218776 OR 12462 287

LEASES

<u>LESSOR</u>	<u>LESSEE</u>	<u>RECORDING DATA</u>	<u>LEASE DATE</u>
Aspen Grove Royalty Company, LLC	Manti Equity Partners, LP	Vol. 1365, Page 102	8/11/2014

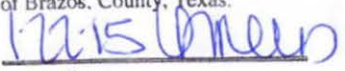
All references in this Section II are to the Official Public Records of Madison County, Texas.

End of Exhibit A

EXHIBIT A - 8 of 7

#4751829.3

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify, on 1/22/15 



Keren McQuinn
County Clerk:
Brazos County, Texas

EXHIBIT B

WELLS

STATE	COUNTY	WELL NAME	API NUMBER	LOCATION/FIELD	OPERATOR
Texas	Brazos	Tauber Ranch No. 1	42-041-31999	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Tauber Ranch No. 2H	42-041-32006	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Tauber Ranch No. 3H	42-041-32019	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	McWhorter Ranch No. 1H	42-041-32004	Giddings(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	McWhorter Ranch No. 2H	42-041-32018	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Payne Ranch No. 1H	42-041-31984	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Endler No. 1	42-041-31980	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Harriman No. 1	42-041-31978	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Adams Ranch Unit No. 1H	42-041-32028	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Adams Ranch Unit No. 2H	42-041-32109	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Johnston Ranch No. 1H	42-041-32033	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Johnston Ranch No. 2H	42-041-32104	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch No. 1H	42-041-32042	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch No. 2H	42-041-32226	Kurten(Buda)	Sabalo Exploration Operating,LLC
Texas	Madison	Musgrove No. 1	42-313-30681	Madisonville	Sabalo Exploration Operating,LLC
Texas	Brazos	Koontz No. 1H	42-041-32170	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Mako No. 1H	42-041-32143	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Orca No. 1H	42-041-32151	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Thresher No. 1H	42-041-32192	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Blacktip No. 1H	42-041-32220	Agulla Vado(Eagleford)	Sabalo Exploration Operating,LLC
Texas	Brazos	Hammerhead No. 1H	42-041-32160	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Wortman No. 1H	42-041-32264	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Brazos	Great White No. 1H	42-041-32241	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Madison	Ellwood Barrett No. 1H	42-313-30878	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Ellwood Barrett No. 2H	42-313-30877	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Ellwood Barrett No. 3H	42-313-30941	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Brazos	Wilson-Payne No. 1H	42-041-32105	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Gall No. 1H	42-313-30974	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Madison	Barrett Marks No. 1H	42-313-30957	Madisonville West(Wdbn.-A)	Vess Oil Corporation
Texas	Brazos	Johnston Ranch No. 3H	42-041-32274	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating,LLC
Texas	Madison	G F Mathis No. 1H	42-313-31110	Madisonville West	Sabalo Exploration Operating,LLC
Texas	Brazos	Richardson Ranch #3H	42-041-32303	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating, LLC



County Clerk:
Brazos County, Texas

Karen McQueen

STATE OF TEXAS
COUNTY OF BRAZOS
I, M. S. McQueen, County Clerk, do hereby certify, on this 12/15/2015 day of December, 2015, that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

EXHIBIT B

WELLS

Texas	Brazos	Coleman McDonald No. 1H	42-313-31138	Madisonville West(Wdbn.-A)	Sabalo Exploration Operating, LLC
Texas	Brazos	Madden No. 1H	42-041-32275	Aguila Vado(Eagleford)	Sabalo Exploration Operating, LLC
Texas	Brazos	Cheryl L. Fleming #1	42-313-30980	Madisonville West(Wdbn.-A)	MD America Energy LLC
Texas	Brazos	Leopard Shark #1H	42-041-32311	Madisonville W.(Wdbn.A)	Sabalo Exploration Operating, LLC
Texas	Brazos	Blue Shark #1H	42-041-32333	Madisonville W.(Wdbn.A)	Sabalo Exploration Operating, LLC

Filed for Record in:
BRAZOS COUNTY

On: Jan 12, 2015 at 09:10A

As a
NO LABEL RECORDING

Document Number: 01218776

Amount 92.00

Receipt Number - 533130
By,
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Jan 12, 2015

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

Page 2 of 2

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as
the same appears on file and recorded in the
appropriate records of Brazos County, Texas.

Thereby certify on



Karen McQueen
County Clerk
Brazos County, Texas



File No. MF11065

Assignment #9247, Monti County
Equity to MO America Energy

Date Filed: 2-12-15

George P. Bush, Commissioner

By aa

Missouri State Public Service Commission
1000 North 7th Street
Jefferson City, Missouri 64601
Telephone: (816) 426-4000
Fax: (816) 426-4001
www.mspsc.com



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 29, 2015

Deborah Shamel
Sabalo Operating , LLC
PO BOX 2907
Corpus Christi, TX 78403

Re: State Lease No. MF111065 (Unit 4731) Richardson Ranch 2H and 3H

Dear Mrs. Shamel:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have 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

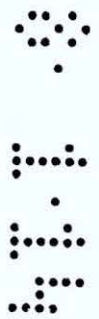
MF 111065

DIVISION ORDER

To: Sabalo Exploration Operating, LLC
P. O. Box 2907
Corpus Christi, TX 78403
(361) 888-7708
FAX: (361) 888-4418

Date: July, 2014
Effective Date: Date of First Production

Property Name: Richardson Ranch #2H
Operator: Sabalo Exploration Operating, LLC
County/State: Brazos County, Texas
Description: Richardson Ranch #2H well, API No. 42 041 32226 located in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas.
Production: Oil and Gas



Owner Number	Owner Name/Address	Decimal Interest	Type of Interest
00202	State of Texas c/o General Land Office Steven F. Austin Bldg. 1700 N. Congress Ave. Austin, TX 78701	.00166750	RI

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above, payable by Sabalo Exploration Operating, LLC (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 \$25.00, or pay annually, 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.

State of Texas – General Land Office

Owners Signatures: _____

By: _____

Owner Tax I.D. Number: 74-6000108

Owner Daytime Telephone: _____

Owner Email: _____

YOUR COPY

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 refunded by Payor.

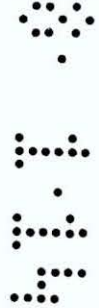
MF 111065

DIVISION ORDER

To: Sabalo Exploration Operating, LLC
P. O. Box 2907
Corpus Christi, TX 78403
(361) 888-7708
FAX: (361) 888-4418

Date: July, 2014
Effective Date: Date of First Production

Property Name: Richardson Ranch #3H
Operator: Sabalo Exploration Operating, LLC
County/State: Brazos County, Texas
Description: Richardson Ranch #3H well, API No. 42 041 32303 located in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas.
Production: Oil and Gas



Owner Number	Owner Name/Address	Decimal Interest	Type of Interest
00202	State of Texas c/o General Land Office Steven F. Austin Bldg. 1700 N. Congress Ave. Austin, TX 78701	.00166750 ✓ DK	RI

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above, payable by Sabalo Exploration Operating, LLC (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 \$25.00, or pay annually, 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.

State of Texas – General Land Office

Owners Signatures: _____

By: _____

Owner Tax I.D. Number: 74-6000108

Owner Daytime Telephone: _____

Owner Email: _____

YOUR COPY

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 refunded by Payor.

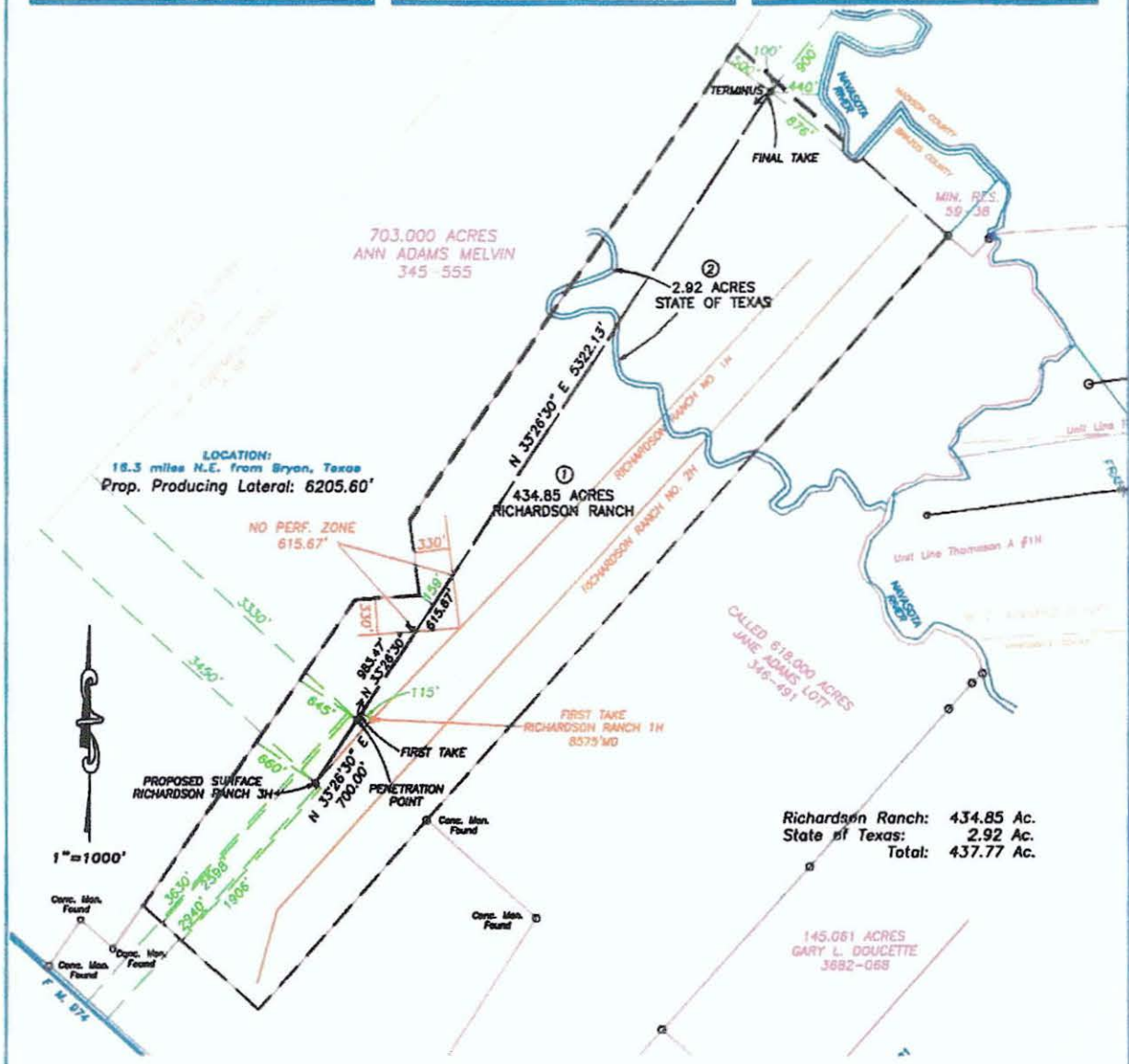


WELL LOCATION PLAT
SABALO EXPLORATION OPERATING, LLC
RICHARDSON RANCH 3H
H. R. CARTMELL SURVEY, A-88
BRAZOS COUNTY, TEXAS

PROPOSED SURFACE LOCATION H.A.D. 1883		H.A.D. 1822	
TX. CENTRAL ZONE LAT: 30° 52' 12.244"	TX. CENTRAL ZONE LAT: 30° 52' 11.558"	TX. CENTRAL ZONE LAT: 30° 52' 17.881"	TX. CENTRAL ZONE LAT: 30° 52' 17.185"
LONG: 98° 12' 59.716"	LONG: 98° 12' 55.891"	LONG: 98° 12' 53.049"	LONG: 98° 12' 34.180"
N: 1030467.78'	N: 481488.13'	N: 10304851.56'	N: 482070.24'
E: 3587798.59'	E: 3281318.77'	E: 3588185.14'	E: 3281705.55'
ELEVATION: 270'			

PROPOSED PENETRATION POINT H.A.D. 1883		H.A.D. 1822	
TX. CENTRAL ZONE LAT: 30° 52' 12.244"	TX. CENTRAL ZONE LAT: 30° 52' 11.558"	TX. CENTRAL ZONE LAT: 30° 52' 17.881"	TX. CENTRAL ZONE LAT: 30° 52' 17.185"
LONG: 98° 12' 59.716"	LONG: 98° 12' 55.891"	LONG: 98° 12' 53.049"	LONG: 98° 12' 34.180"
N: 1030467.78'	N: 481488.13'	N: 10304851.56'	N: 482070.24'
E: 3587798.59'	E: 3281318.77'	E: 3588185.14'	E: 3281705.55'

PROPOSED TERMINUS LOCATION H.A.D. 1883		H.A.D. 1822	
TX. CENTRAL ZONE LAT: 30° 53' 13.610"	TX. CENTRAL ZONE LAT: 30° 53' 12.925"	TX. CENTRAL ZONE LAT: 30° 53' 13.610"	TX. CENTRAL ZONE LAT: 30° 53' 12.925"
LONG: 98° 12' 08.849"	LONG: 98° 12' 07.891"	LONG: 98° 12' 08.849"	LONG: 98° 12' 07.891"
N: 10310427.30'	N: 487848.89'	N: 10310427.30'	N: 487848.89'
E: 3591899.57'	E: 3285819.75'	E: 3591899.57'	E: 3285819.75'



I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

June 2, 2014

Ray L. Vannoy

Ray L. Vannoy
R.P.L.S. No. 1988



This plat represents the approximate planned location of the wellbore and exact as drilled well locations may differ. Production allocations shall be made based on the actual "as-drilled" location of the wells.

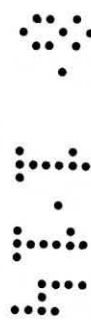
Bearings shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone. Acreage for unit tracts is shown by deed calls as furnished by SABALO. The boundaries for the well lease setbacks are from an on the ground survey.



1519 Surveying, LLC
 7111 Boque Blvd. Suite 101 Waco, TX 76710 Ph: 254-778-1619 TFFLS Firm# 10118908
 812 N. Dr. J.B. Riggs Drive Groesbeck, TX 76648 Ph: 254-739-7900 TFFLS Firm# 10118900

Drawn By: dr	Sheet 1 of 1
Prepared For: Philip Bell	Subsidiary: Sabalo Exploration Operating, LLC

1519
 www.1519surveying.com



July 29, 2014

TO: All Interest Owners

FROM: Land Department – Deborah Shamel – Administrative Landman

RE: Richardson Ranch #1H Well – API No. 42-041-32042
Richardson Ranch #2H Well – API No. 42-041-32226
Division Orders - Richardson Ranch Prospect – Brazos County, Texas

Enclosed are duplicate copies of Division Orders covering your interest in the referenced wells. Copies of the unit survey plats are also enclosed for your files.

Please return one signed copy of each Division Order for our files in the enclosed self addressed stamped envelope; the remaining copies may be retained for your files.

Should you have any questions regarding the Division Orders please contact me at DSshamel@sabaloenergy.com or by phone at 361-888-7708.

Thank you.

Enclosures

File No. M.F. 111065
Division Order

Date Filed: 7/29/2015

Jerry E. Patterson, Commissioner
By VH