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Archives and Records Staff

MF111800

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF111800	15-016805	155319	CULBERSON

<i>Survey</i>	PUBLIC SCHOOL LAND	
<i>Block</i>	42	
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>	39	
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	640	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
		See Lease

<i>Name</i>	DWYER, T VERNE	
<i>Lease Date</i>	10/5/2010	
<i>Primary Term</i>	5 yrs	
<i>Bonus (\$)</i>	\$401,280.00	
<i>Rental (\$)</i>	\$5.00	
<i>Lease Royalty</i>	0.2500	

EXPIRED

DATE 1-12-16

LEASING TM

MAPS JH

GIS MV

Leasing: JH

Analyst: JH

Maps: JH

GIS: AB

ATTENTION FILE USERS!
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111800

1. BID FORM	10/05/10
2. OIL & GAS LEASE	10/05/10
3. TRANSMITTAL LETTER	10/29/10
4. CERTIFIED COPY OF LEASE + letter	12/9/10
5. #7521, Assignment	2/10/11
6. Delay Rental 2011-2 nd yr.	8/25/11
7. Rental Payment 2012-3 rd yr.	08/22/2012
Scanned SM 4/4/13	
8. Rentals - 4 th year	09/04/2013
9. Assignment 8752	05/23/13
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10. Assignment #8910, Carrizo Oil & Gas to Carrizo Permian	11-4-13
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11. Rentals - 5 th year	09/30/2014
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Scanned PJ 3-4-16	

M- 111800

For GLO Use Only



October 5, 2010

OIL AND GAS LEASE BID APPLICATION

APPLICANT
AGREEMENT

I agree, if awarded a lease on the referenced tract, to comply with all terms and conditions of said lease and with all applicable laws that so govern said lease, and as those laws may be amended.

APPLICANT
IDENTIFICATION
TO APPEAR ON
LEASE (type/print)

Name: T. VERNE DWYER
Address: 508 WEST WALL, SUITE 403
City: MIDLAND State: TX Zip: 79701-5077
(Include +4 Code)
Telephone: (432)684-7933

AREA
DESCRIPTION

County(ies): CULBERSON Survey/Area: PUBLIC SCHOOL LAND
(If Applicable)

Block/Tsp.: 42 Section/Tract: All of 39 Acres: 640.00
(If Applicable)

BID
SUBMISSION

(A) Bonus Amount (\$ 401,280.00

Four Hundred One Thousand Two Hundred Eighty and 00/100 Dollars
(type/print above)

(B) Sales Fee Amount (\$ 6,019.20

Six Thousand Nineteen and 20/100 Dollars
(type/print above)

This Sales Fee is 1½% of the cash bonus as provided in Section 32.110 of the Natural Resources Code as amended.

MGL. NO.

1

APPLICANT NAME

T. VERNE DWYER
(same as above)

BONUS AMOUNT ONLY (A)
(Do Not include sales fee)

~~(X) (\$ 401,280.00~~

STATE OF TEXAS
TAX I.D. #

(must be an 11-digit number)

SIGNATURE OF
AGENT

(signature)

T. VERNE DWYER
(type/print name)

11701148

X 6,019.20
11701149

T. Verne Dwyer
508 West Wall, Suite 403
Midland, TX 79701-5093
PH. 432-684-7933

WESTERN NATIONAL BANK
P.O. Box 61250
Midland, Texas 79711
88-737/1163

11701148

14311

9/29/2010

PAY TO THE
ORDER OF Commissioner of Texas General Land Office

\$**401,280.00

Four Hundred One Thousand Two Hundred Eighty and 00/100*****

DOLLARS

1700 N. Congress Ave.
Steven F. Austin State Office Building
Austin, Texas 78701-1495

W. Verne Dwyer

MEMO

MGL No. 1
Bonus Sec 39, Blk 42, PSL, Culberson Co, TX

11 0 1 4 3 1 1 11

T. Verne Dwyer
508 West Wall, Suite 403
Midland, TX 79701-5093
PH. 432-684-7933

WESTERN NATIONAL BANK
P.O. Box 61250
Midland, Texas 79711
88-737/1163

11701149 14312

9/29/2010

PAY TO THE ORDER OF Commissioner of Texas General Land Office

\$ **6,019.20

Six Thousand Nineteen and 20/100*****

DOLLARS 

1700 N. Congress Ave.
Steven F. Austin State Office Building
Austin, Texas 78701-1495

MEMO MGL No. 1
Sales Fee Sec 39, Blk 42, PSL, Culberson Co, TX

 MP

⑈ 0 1 4 3 1 2 ⑈

File No. MF 111800

Bid Form

Date Filed: 10/5/10

Jerry Patterson, Commissioner

By [Signature]

2010

The State of Texas



Austin, Texas

OIL AND GAS LEASE NO. M-111800

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

SECTION 39, BLOCK 42, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, CONTAINING APPROXIMATELY 640 ACRES, AS SHOWN ON THE OFFICIAL MAP OF CULBERSON COUNTY, TEXAS NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS,

was, after being duly advertised, offered for lease on the **5th day of October, 2010**, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the **5th day of October, 2010**, hereinafter the "effective date" and it was found and determined that **T. VERNE DWYER** whose address is **508 WEST WALL, SUITE 403, MIDLAND, TEXAS 79701-5077** had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **FOUR HUNDRED ONE THOUSAND TWO HUNDRED EIGHTY AND 00/100 Dollars (\$401,280.00)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. RESERVATION: 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, and to the extent herein granted to Lessee; the right to grant third parties seismic, geophysical and geological permits and to enter into other agreements with third parties, which allow such third parties to conduct geophysical, geological or seismic surveys on, over, under, through and across the land covered herein during the term of this lease; and 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 which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. TERM: Subject to the other provisions hereof, this lease shall be for a term of **five (5) years** from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. DELAY RENTALS: If no well is commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the amount specified in the following schedule multiplied by the number of acres in the premises, which shall operate as a rental and cover the privilege of deferring the commencement of a well for **twelve (12) months** from said date. In like manner and upon payments or tenders of amounts set out in the following schedule, the commencement of a well may be further deferred for a like period of the same number of months.

<u>Anniversary Date</u>	<u>Delay Rental per Acre</u>
First	\$ 5.00
Second	\$ 5.00
Third	\$25.00
Fourth	\$25.00

4. PRODUCTION ROYALTIES: Subject to the provisions for royalty reductions set out in subparagraph (E) of this paragraph 4, upon production of oil and/or gas, the 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, **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 leased 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) **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 lease 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 lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at 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) VARIABLE ROYALTY: (i) Subject to the other provisions of this lease, it is hereby provided that in the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced within eighteen (18) months of the effective date hereof, the royalty rate provided herein shall be reduced to 20%, and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such eighteen (18) month term during which Lessee may earn a reduced royalty rate of 20% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(ii) In the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced after the expiration of eighteen (18) months from the effective date hereof but prior to the expiration of twenty-four (24) months from the effective date hereof, the royalty rate provided herein shall be reduced to 22.5% and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such six (6) month term during which Lessee may earn a reduced royalty rate of 22.5% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(F) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this lease 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.

(G) 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 lease 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 lease.

(H) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding 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 leased premises 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 lease.

(I) MINIMUM ROYALTY: During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to \$5.00 per acre; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to \$5.00 per acre less the amount of royalties paid during the preceding year.

(J) MARITAL PRODUCTION ROYALTY: Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (I) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

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

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

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

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

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

(A) **VERTICAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) **HORIZONTAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

8. **OFFSET WELLS:** If oil and/or gas 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 lease, 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 lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, 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 lease, 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.

9. **DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM:** If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

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

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

12. **COMPENSATORY ROYALTIES:** If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; 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 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; 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. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

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

(A) UPLANDS: 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) SUBMERGED LANDS: 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 leased 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 State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) RIVERS: To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. 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.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease 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 lease.

17. ASSIGNMENTS: The lease may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the lease, 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 the lease by the file number and must be recorded in the county where the 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 lease, including any liabilities to the state for unpaid royalties.

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

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 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 acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. 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 lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under

this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, 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.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease 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 lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, 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 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135

and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, 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 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 leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas 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.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas 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 lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. LEASE 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 said lease. 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 at the lease'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.

26. REDUCTION OF PAYMENTS: If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. 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.

28. ANTIQUITIES CODE: In the event that any feature of archeological or historical interest on Permanent School Fund Land is encountered during the activities authorized by this lease, 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). On state-owned land not dedicated to the Permanent School Fund, lessee shall notify the Texas Historical Commission before breaking ground at a project location. An archaeological survey might be required by the commission before construction of the project can commence. Further, in the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural or historic interest is encountered during the activities authorize by this lease, lessee will immediately notify lessor and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate.

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

30. LEASE FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

2.

31. EXECUTION: This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

File No. MF 111800
Lease
Date Filed 10/5/10
Jerral Patterson, Commissioner
By [Signature]

LESSEE _____
BY: _____
TITLE: _____
DATE: _____

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

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED
Contents _____
Legal _____
DC _____
Exec _____

STATE OF _____
COUNTY OF _____

(CORPORATION ACKNOWLEDGMENT)

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

Given under my hand and seal of office this the _____ day of _____, 20_____.

Notary Public in and for _____

STATE OF _____
COUNTY OF _____

(INDIVIDUAL ACKNOWLEDGMENT)

Before me, the undersigned authority, on this day personally appeared _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20_____.

Notary Public in and for _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 29, 2010

Mr. T. Verne Dwyer
508 West Wall, Suite 403
Midland, Texas 79701-5077

Dear Mr. Dwyer:

Thank you for participating in the General Land Office Oil and Gas Lease Sale held on October 5, 2010. I am pleased to inform you that you were the high bidder on **MGL. No. 1**, which has been assigned the lease number **M-111800**.

State Lease M-111800 is enclosed and serves as your receipt for your bid. This lease form must be fully executed by the lessee, and then recorded in the County Clerk's office of the county or counties in which lands covered by the lease are located. After signing and recording the lease, please submit a certified copy of the recorded lease to the attention of the undersigned. These requirements are material provisions of the lease; therefore, please return the certified copy at your earliest convenience.

The lessee's other contractual and statutory responsibilities are outlined in the lease agreement, such as Section 6(B), which requires submission of written notice for all drilling, production, and related activities. When forms are filed with the Texas Railroad Commission, they are required to submit copies of these forms to the General Land Office, such as Forms W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G -1, Gas Well Completion Report and Log; W-3, Plugging Record; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; Electric Logs; Directional Surveys.

Please let me know if you have any questions or need any additional information.

Sincerely,

Robert B. Hatter, Director
Mineral Leasing Division

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

File No. MF 111800

glo Letter

Date Filed: 10/29/10

Jerry Patterson, Commissioner

By [Signature]

OFFICE
(432) 684-7933

T. VERNE DWYER
OIL & GAS INVESTMENTS
508 WEST WALL, SUITE 403
MIDLAND, TEXAS 79701

FAX
(432) 684-4032

December 7, 2010

Texas General Land Office
1700 North Congress Avenue, Suite 935
Austin, TX 78701-1495

Attn: Mr. Robert B. Hatter, Director
Mineral Leasing Division

RE: Culberson County, Texas Leases Acquired at the General Land Office Oil and Gas Lease Sale Held on October 5, 2010

Dear Mr. Hatter:

As required, enclosed herewith please find certified copies of the following leases which I acquired at the captioned sale:

- 1) Oil and Gas Lease No. M-111800 recorded in Volume 103, Page 243 of the Oil and Gas Records of Culberson County, Texas.
- 2) Oil and Gas Lease No. M-111801 recorded in Volume 103, Page 249 of the Oil and Gas Records of Culberson County, Texas.
- 3) Oil and Gas Lease No. M-111802 recorded in Volume 103, Page 255 of the Oil and Gas Records of Culberson County, Texas.
- 4) Oil and Gas Lease No. M-111803 recorded in Volume 103, Page 261 of the Oil and Gas Records of Culberson County, Texas.
- 5) Oil and Gas Lease No. M-111804 recorded in Volume 103, Page 267 of the Oil and Gas Records of Culberson County, Texas.
- 6) Oil and Gas Lease No. M-111805 recorded in Volume 103, Page 273 of the Oil and Gas Records of Culberson County, Texas.
- 7) Oil and Gas Lease No. M-111806 recorded in Volume 103, Page 279 of the Oil and Gas Records of Culberson County, Texas.
- 8) Oil and Gas Lease No. M-111807 recorded in Volume 103, Page 285 of the Oil and Gas Records of Culberson County, Texas.

016 21

Texas General Land Office
December 7, 2010
Page Two

- 9) Oil and Gas Lease No. M-111808 recorded in Volume 103, Page 291 of the Oil and Gas Records of Culberson County, Texas.
- 10) Oil and Gas Lease No. M-111809 recorded in Volume 103, Page 297 of the Oil and Gas Records of Culberson County, Texas.
- 11) Oil and Gas Lease No. M-111810 recorded in Volume 103, Page 303 of the Oil and Gas Records of Culberson County, Texas.
- 12) Oil and Gas Lease No. M-111811 recorded in Volume 103, Page 309 of the Oil and Gas Records of Culberson County, Texas.
- 13) Oil and Gas Lease No. M-111812 recorded in Volume 103, Page 315 of the Oil and Gas Records of Culberson County, Texas.
- 14) Oil and Gas Lease No. M-111813 recorded in Volume 103, Page 321 of the Oil and Gas Records of Culberson County, Texas.

Should you require anything further in this regard, please do not hesitate to contact the undersigned.

Very truly yours,



T. Verne Dwyer

:jws
Enclosures

01.6 .21

The State of Texas



Austin, Texas

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: December 3, 2010
COUNTY CLERK
BY MacLus DEPUTY

OIL AND GAS LEASE NO. M-111800

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

SECTION 39, BLOCK 42, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, CONTAINING APPROXIMATELY 640 ACRES, AS SHOWN ON THE OFFICIAL MAP OF CULBERSON COUNTY, TEXAS NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS,

was, after being duly advertised, offered for lease on the **5th day of October, 2010**, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the **5th day of October, 2010**, hereinafter the "effective date" and it was found and determined that **T. VERNE DWYER** whose address is **508 WEST WALL, SUITE 403, MIDLAND, TEXAS 79701-5077** had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **FOUR HUNDRED ONE THOUSAND TWO HUNDRED EIGHTY AND 00/100 Dollars (\$401,280.00)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. RESERVATION: 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, and to the extent herein granted to Lessee; the right to grant third parties seismic, geophysical and geological permits and to enter into other agreements with third parties, which allow such third parties to conduct geophysical, geological or seismic surveys on, over, under, through and across the land covered herein during the term of this lease; and 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 which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. TERM: Subject to the other provisions hereof, this lease shall be for a term of **five (5) years** from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. DELAY RENTALS: If no well is commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the amount specified in the following schedule multiplied by the number of acres in the premises, which shall operate as a rental and cover the privilege of deferring the commencement of a well for **twelve (12) months** from said date. In like manner and upon payments or tenders of amounts set out in the following schedule, the commencement of a well may be further deferred for a like period of the same number of months.

Anniversary Date	Delay Rental per Acre
First	\$ 5.00
Second	\$ 5.00
Third	\$25.00
Fourth	\$25.00

4. PRODUCTION ROYALTIES: Subject to the provisions for royalty reductions set out in subparagraph (E) of this paragraph 4, upon production of oil and/or gas, the 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, 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 leased 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) 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 lease 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.

01.6.21

ATTEST: December 3, 2010

BY: Shacua

BY: Shacua

BY: Shacua

(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 lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at 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) **VARIABLE ROYALTY:** (i) Subject to the other provisions of this lease, it is hereby provided that in the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced within eighteen (18) months of the effective date hereof, the royalty rate provided herein shall be reduced to 20%, and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such eighteen (18) month term during which Lessee may earn a reduced royalty rate of 20% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(ii) In the event production in paying quantities is established pursuant to the terms of this lease and such production is brought on line and sales thereof are commenced after the expiration of eighteen (18) months from the effective date hereof but prior to the expiration of twenty-four (24) months from the effective date hereof, the royalty rate provided herein shall be reduced to 22.5% and shall apply to each subsequent well drilled and produced on the land covered by this lease. Provided that, if during such six (6) month term during which Lessee may earn a reduced royalty rate of 22.5% as herein provided, Lessee should drill in good faith and complete the first well as a dry hole on the land covered by this lease, Lessee may receive a three (3) month extension of the term in which to earn a reduced royalty rate by giving notice to the Commissioner of the General Land Office, commencing drilling operations on an additional well prior to the expiration of such three (3) month period and prosecuting diligently and in good faith the drilling of such additional well and completing same so that production in paying quantities is established and so that such production is brought on line and sales thereof are commenced prior to the expiration of such three (3) month extension period.

(F) **NO DEDUCTIONS:** Lessee agrees that all royalties accruing to Lessor under this lease 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.

(G) **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 lease 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 lease.

(H) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding 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 leased premises 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 lease.

(I) **MINIMUM ROYALTY:** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to \$5.00 per acre; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to \$5.00 per acre less the amount of royalties paid during the preceding year.

(J) **MARGINAL PRODUCTION ROYALTY:** Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (I) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

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

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

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

ATTEST: December 3, 2010

LEONARD M. CLEGG, COUNTY CLERK

BY Sha C. Luns

CLERK

(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.

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

(A) **VERTICAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) **HORIZONTAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

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

8. **OFFSET WELLS:** If oil and/or gas 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 lease, 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 lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, 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 lease, 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.

9. **DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM:** If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

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

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

12. **COMPENSATORY ROYALTIES:** If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; 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 5 of this lease.

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13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; 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. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

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

(A) UPLANDS: 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) SUBMERGED LANDS: 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 leased 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 State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) RIVERS: To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. 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.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease 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 lease.

17. ASSIGNMENTS: The lease may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the lease, 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 the lease by the file number and must be recorded in the county where the 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 lease, including any liabilities to the state for unpaid royalties.

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

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 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 acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. 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 lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under

this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, 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.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease 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 lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, 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 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135

016 21

and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, 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 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 leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas 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.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas 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 lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. LEASE 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 said lease. 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 at the lease'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.

26. REDUCTION OF PAYMENTS: If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. 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.

28. ANTIQUITIES CODE: In the event that any feature of archeological or historical interest on Permanent School Fund Land is encountered during the activities authorized by this lease, 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). On state-owned land not dedicated to the Permanent School Fund, lessee shall notify the Texas Historical Commission before breaking ground at a project location. An archaeological survey might be required by the commission before construction of the project can commence. Further, in the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural or historic interest is encountered during the activities authorize by this lease, lessee will immediately notify lessor and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate.

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

30. LEASE FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

31. EXECUTION: This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

T. Verne Dwyer
LESSEE
BY: T. VERNE DWYER
TITLE: _____
DATE: 11/8/10

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

Jerry E. Patterson
COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS
APPROVED
Contents [Signature]
Legal [Signature]
DC [Signature]
Exec [Signature]

STATE OF _____
COUNTY OF _____

(CORPORATION ACKNOWLEDGMENT)

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

Given under my hand and seal of office this the _____ day of _____, 20 _____.

Notary Public in and for _____

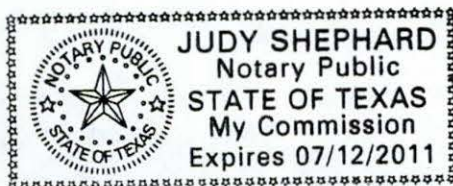
STATE OF TEXAS
COUNTY OF MIDLAND

(INDIVIDUAL ACKNOWLEDGMENT)

Before me, the undersigned authority, on this day personally appeared T. VERNE DWYER
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of November, 20 10

Judy Shepherd
Notary Public in and for the State of Texas



4.

File No. MF 111800
Patterson and
certified lease
Date Filed: 12/9/10
By Jerry Patterson, Commissioner

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the
original record now in my lawful custody and possession, as the same is
filed/recorded in the Oil & Gas Records of my office, found
in VOL. 103, PAGE 243.

I hereby certified on 12 3 2010

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY Linda C. Myers DEPUTY

15. 2.10

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 10, 2011

T. Verne Dwyer
T. Verne Dwyer Oil & Gas Investments
508 West Wall, Suite 403
Midland, TX 79701

RE: GLO Assignment ID # 7821

Dear Mr. Dwyer,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment of Oil and Gas Leases, executed December 7th, 2010
from T. Verne Dwyer, as Assignor, to Devon Energy Production
Company, L.P., as Assignee. Culberson Co. Doc. #66295.

Filing fees of \$350.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

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

see 2nd page

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
7821	Culberson	MF111800
7821	Culberson	MF111801
7821	Culberson	MF111802
7821	Culberson	MF111803
7821	Culberson	MF111804
7821	Culberson	MF111805
7821	Culberson	MF111806
7821	Culberson	MF111807
7821	Culberson	MF111809
7821	Culberson	MF111810
7821	Culberson	MF111811
7821	Culberson	MF111812
7821	Culberson	MF111813

Thursday, February 10, 2011

OFFICE
(432) 684-7933

T. VERNE DWYER
OIL & GAS INVESTMENTS
508 WEST WALL, SUITE 403
MIDLAND, TEXAS 79701

FAX
(432) 684-4032

February 4, 2011

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

Attn: Mr. Robert B. Hatter, Director
Mineral Leasing Division

**RE: Assignment of Oil and Gas Lease Nos. M-111800, M-111801, M-111802, M-111803, M-111804, M-111805, M-111806, M-111807, M-111808, M-111809, M-111810, M-111811, M-111812 and M-111813
Culberson County, Texas**

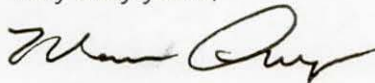
Dear Mr. Hatter:

Enclosed herewith please find a certified copy of an Assignment of Oil and Gas Leases executed on December 7, 2010, but effective as of October 5, 2010, between T. Verne Dwyer, as Assignor, and Devon Energy Production Company, L.P., as Assignee, covering the captioned leases. This assignment has been recorded in Volume 103, Page 528 of the Oil and Gas Records of Culberson County, Texas.

Also enclosed is a check in the amount of \$350.00 as payment of the filing fees for the assignment.

Should you require anything further in this regard, please do not hesitate to contact me.

Very truly yours,



T. Verne Dwyer

:jws
Enclosures



129

T. Verne Dwyer
508 West Wall, Suite 403
Midland, TX 79701-5093
PH. 432-684-7933

WESTERN NATIONAL BANK
P.O. Box 61250
Midland, Texas 79711
88-737/1163

11705697 14907

2/4/2011

PAY TO THE ORDER OF Texas General Land Office

~~\$~~ **350.00

Three Hundred Fifty and 00/100*****

DOLLARS

Texas General Land Office

MEMO Filing Fee for Asmt of 14 Leases

MP

0014907



ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
 §
 COUNTY OF CULBERSON §

For adequate consideration received, T. VERNE DWYER, whose address is 508 West Wall, Suite 403, Midland, Texas 79701, hereinafter referred to as "Assignor", does hereby bargain, sell, transfer, assign and convey unto **DEVON ENERGY PRODUCTION COMPANY, L.P.**, whose address is 20 North Broadway, Oklahoma City, Oklahoma 73102, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "leases"), together with all interests in all personal property used or obtained in connection therewith.

Assignor does not claim any rights, interests or liens in and to the leases. Assignor further represents and warrants that he has in no way encumbered, caused to be encumbered or assigned any interest in the leases to any party other than Assignee.

This assignment is made without warranty of title, either express or implied.

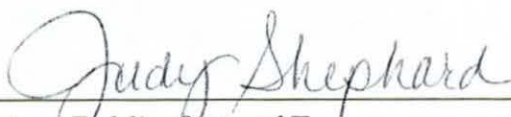
IN WITNESS WHEREOF, the undersigned has executed this instrument this 7th day of December, 2010, to be effective as of October 5, 2010.


 T. VERNE DWYER

STATE OF TEXAS §
 §
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 7th day of December, 2010, by T. Verne Dwyer.

My Commission Expires: 7/12/2011


 Notary Public, State of Texas



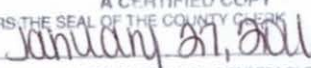
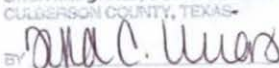
A CERTIFIED COPY
 IF IT BEARS THE SEAL OF THE COUNTY CLERK
 ATTEST: 
 LINDA McDONALD, COUNTY CLERK
 CULBERSON COUNTY, TEXAS
 BY  DEPUTY

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated December 7, 2010, but effective October 5, 2010, between **T. Verne Dwyer**, as Assignor, and **Devon Energy Production Company, L.P.**, as Assignee.

Lease No. 1

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111800)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: Section 39, Block 42, Public School Land Survey, Culberson County, Texas, containing approximately 640 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 243 of the Oil and Gas Records of Culberson County, Texas

Lease No. 2

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111801)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: S/2N/2 and SW/4 of Section 47, Block 42, Public School Land Survey, Culberson County, Texas, containing approximately 320 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 249 of the Oil and Gas Records of Culberson County, Texas

Lease No. 3

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111802)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: Section 30, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 640.7 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 255 of the Oil and Gas Records of Culberson County, Texas

Lease No. 4

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111803)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: Section 32, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 640.7 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 261 of the Oil and Gas Records of Culberson County, Texas

A CERTIFIED COPY
IF IT BEARS THE SEAL OF THE COUNTY CLERK
ATTEST: January 27, 2011
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
BY Anna C. Miller DEPUTY

Lease No. 5

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111804)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: Section 33, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 640.7 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 267 of the Oil and Gas Records of Culberson County, Texas

Lease No. 6

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111805)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: SW/4 and S/2NW/4 of Section 34, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 240.7 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 273 of the Oil and Gas Records of Culberson County, Texas

Lease No. 7

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111806)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: N/2 of Section 42, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 320 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 279 of the Oil and Gas Records of Culberson County, Texas

Lease No. 8

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111807)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: S/2 of Section 43, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 320 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 285 of the Oil and Gas Records of Culberson County, Texas

Lease No. 9

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111808)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: NE/4 of Section 46, Block 52, Public School Land Survey, Culberson County, Texas, containing approximately 160 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 291 of the Oil and Gas Records of Culberson County, Texas

Lease No. 10

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111809)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: Section 3, Block 111, Public School Land Survey, Culberson County, Texas, containing approximately 555 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 297 of the Oil and Gas Records of Culberson County, Texas

Lease No. 11

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111810)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: All, save and except the E/2SE/4 of Section 13, Block 111, Public School Land Survey, Culberson County, Texas, containing approximately 560 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 303 of the Oil and Gas Records of Culberson County, Texas

Lease No. 12

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111811)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: E/2, S/2SW/4 and N/2NW/4 of Section 15, Block 111, Public School Land Survey, Culberson County, Texas, containing approximately 480 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 309 of the Oil and Gas Records of Culberson County, Texas

Lease No. 13

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111812)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: 40 acres of West mid part of Section 16, Block 111, Public School Land Survey, Culberson County, Texas, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 315 of the Oil and Gas Records of Culberson County, Texas

Lease No. 14

Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas (Oil and Gas Lease No. M-111813)
Lessee: T. Verne Dwyer
Lease Date: October 5, 2010
Description: South and East parts of E/2 of Section 29, Block 111, Public School Land Survey, Culberson County, Texas, containing approximately 233 acres, as shown on the Official Map of Culberson County, Texas, now on file in the Texas General Land Office, Austin, Texas
Recorded: Volume 103, Page 321 of the Oil and Gas Records of Culberson County, Texas

20000711

h.
File No. MF 11800
#7821

ASSIGNMENT FILED IN MF-

Date Filed: 2/10/11

Jerry E. Patterson, Commissioner

By [Signature]

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the
original record now in my lawful custody and possession, as the same is
filed/recorded in the Oil & Gas Records of my office, found
in VOL. 103, PAGE 528.

I hereby certified on 1 27 2011

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY [Signature] DEPUTY



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

LEASE NO.		LEASE NAME		RENTAL PERIOD		
				MO.	BEGINNING	
42-3014709/000		ST OF TX M-111800		12	10-05-2011	
ST	COUNTY	RECORDING INFORMATION			LEASE DATE	CHECK DATE
		BOOK	PAGE	REFERENCE		
TX	CULBERSON	103	243		10-05-2010	08-18-2011

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: M-111800
IN PAYMENT OF: DELAY RENTAL
FOR: 1ST & 2ND YEAR - \$5.00 P/AC

DIVISION : WESTERN

REMARKS: TEXAS GLO LEASE NO. M-111800

RECORDED: Book 103 Page 243 Reception # 66175

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 640.000

DISTRICT: PERMIAN

PROJECT: PB TEXAS SOUTH

LEGAL (Part of): PUBLIC SCHOOL LAND ABST/ID# 432 Grantee STATE Blk 42 Sec 39
QQ ALL

FOR THE CREDIT OF:

PAYMENT

TEXAS GENERAL LAND OFFICE
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN

(BA# 48454901)

\$3,200.00

ACCT:

TX 78711-2873

REMARKS: ST OF TX M-111800

2nd yr Rental
Q A

11715345

COPY

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

TOTAL AMOUNT: *****\$3,200.00

RENTAL AMOUNT:

BANK CHARGE: \$0.00

OWNER NO.: 48454901

CHECK NO.: 10043836

TAX I.D.:

CHECK DATE: 08-18-2011

121

DETACH STATEMENT BEFORE DEPOSITING
Devon Energy Production Company, L.P.

20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

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LEASE NO.		LEASE NAME			RENTAL PERIOD	
					MO.	BEGINNING
42-3014709/000		ST OF TX M-111800			12	10-05-2011
ST	COUNTY	RECORDING INFORMATION			LEASE DATE	CHECK DATE
		BOOK	PAGE	REFERENCE		
TX	CULBERSON	103	243		10-05-2010	08-18-2011

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: M-111800
IN PAYMENT OF: DELAY RENTAL
FOR: 1ST & 2ND YEAR - \$5.00 P/AC

DIVISION : WESTERN

REMARKS: TEXAS GLO LEASE NO. M-111800

RECORDED: Book 103 Page 243 Reception # 66175

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 640.000
DISTRICT: PERMIAN
PROJECT: PB TEXAS SOUTH
LEGAL (Part of): PUBLIC SCHOOL LAND ABST/ID# 432 Grantee STATE Blk 42 Sec 39
QQ ALL

LEASE IDENTIFIED HEREIN

FOR THE CREDIT OF:

PAYMENT

TEXAS GENERAL LAND OFFICE (BA# 48454901) \$3,200.00
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

ACCT:

REMARKS: ST OF TX M-111800

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

TOTAL AMOUNT: \$3,200.00

RENTAL AMOUNT:

BANK CHARGE: \$.00

OWNER NO.: 48454901

CHECK NO.: 10043836

TAX I.D.:

CHECK DATE: 08-18-2011

DETACH STATEMENT BEFORE DEPOSITING
Devon Energy Production Company, L.P.

20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO ABOVE LEASE NUMBER



Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

08-18-2011
NO. 10043836

RENTAL RECEIPT

PAY THIS AMOUNT
*****\$3,200.00

TEXAS GENERAL LAND OFFICE

ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

PLEASE ACKNOWLEDGE RECEIPT OF PAYMENT
SIGN AND DATE IN THE SPACE PROVIDED BELOW
RETURN RECEIPT IN THE ENCLOSED ENVELOPE

RECEIVED BY: OK RENTAL PAYMENTDATE: AUG 25 2011

11.03.08

(6)

111800

File No. MF ~~111800~~

Delay Renta

Date Filed: 8/26/11

Jerry E. Patterson, Commissioner

By JE

6036288


devon

Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

12716008

TEXAS GENERAL LAND OFFICE
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN, TX 78711-2873



DATE 08/16/2012

405-228-4800

6036288

No. 0001000996

YOUR REFERENCE		INV. DATE	NET AMOUNT
10048669	TEXAS GLO LEASE NO. M-111800 * 42-3014709/000 * RENT PERIOD 10/05/2012	08/09/2012	3,200.00
TOTAL			3,200.00

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

LEASE NO.		LEASE NAME			RENTAL PERIOD	
					MO	BEGINNING
42-3014709/000		ST OF TX M-111800			12	10-05-2012

ST	COUNTY	RECORDING INFORMATION			LEASE DATE	CHECK DATE
		BOOK	PAGE	REFERENCE		
TX	CULBERSON	103	243		10-05-2010	8-09-2012

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: M-111800
IN PAYMENT OF: DELAY RENTAL
FOR: 1ST & 2ND YEAR - \$5.00 P/AC
DIVISION : WESTERN

REMARKS: TEXAS GLO LEASE NO. M-111800

RECORDED: Book 103 Page 243 Reception # 66175

LEASE IDENTIFIED HEREIN

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
PROSPECT: AVALON PERMIAN TX 640.000
SUB-DIVISION: PERMIAN
REGION: PB TEXAS SOUTH
LEGAL (Part of): PUBLIC SCHOOL LAND ABST/ID# 432 Grantee STATE Blk 42 Sec 39

OO ALL
FOR THE CREDIT OF: PAYMENT

TEXAS GENERAL LAND OFFICE (BA# 0006036288) \$3,200.00
ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

ACCT:

REMARKS: ST OF TX M-111800

(DPS# [REDACTED]) TOTAL BANK SERVICE CHARGE \$.00
TOTAL AMOUNT PAID \$3,200.00

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE TOTAL AMOUNT: \$3,200.00
ATTN ENERGY RESOURCES/MINERAL
LEASING RENTAL AMOUNT:
P O BOX 12873 BANK CHARGE: \$.00
AUSTIN TX 78711-2873

OWNER NO.: 000603628 CHECK NO.: 10048669
CHECK DATE: 8-09-2012

Devon Energy Production Company, L.P.

20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO ABOVE LEASE NUMBER



Devon Energy Production Company, L.P.
20 N. Broadway
Oklahoma City, OK 73102-8260
PH: 405-235-3611

8-09-2012

NO. **10048669**

RENTAL RECEIPT

PAY THIS AMOUNT
*****\$3,200.00

TEXAS GENERAL LAND OFFICE

ATTN ENERGY RESOURCES/MINERAL
LEASING
P O BOX 12873
AUSTIN TX 78711-2873

PLEASE ACKNOWLEDGE RECEIPT OF PAYMENT
SIGN AND DATE IN THE SPACE PROVIDED BELOW
RETURN RECEIPT IN THE ENCLOSED ENVELOPE

RECEIVED BY: [Signature]
DATE: 08/22/2012

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

LEASE NO.		LEASE NAME			RENTAL PERIOD	
					MO	BEGINNING
42-3014709/000		ST OF TX M-111800			12	10-05-2012

ST	COUNTY	RECORDING INFORMATION			LEASE DATE	CHECK DATE
		BOOK	PAGE	REFERENCE		
TX	CULBERSON	103	243		10-05-2010	8-09-2012

PROPERTY DESCRIPTION:

AGENCY LEASE NUMBER: M-111800
 IN PAYMENT OF: DELAY RENTAL
 FOR: 1ST & 2ND YEAR - \$5.00 P/AC
 DIVISION : WESTERN

REMARKS: TEXAS GLO LEASE NO. M-111800

RECORDED: Book 103 Page 243 Reception # 66175

LEASE IDENTIFIED HEREIN

TRACT: 1 COUNTRY: US STATE: TX COUNTY: CULBERSON NET ACRES
 PROSPECT: AVALON PERMIAN TX 640.000
 SUB-DIVISION: PERMIAN
 REGION: PB TEXAS SOUTH
 LEGAL (Part of): PUBLIC SCHOOL LAND ABST/ID# 432 Grantee STATE Blk 42 Sec 39

OO ALL
 FOR THE CREDIT OF: PAYMENT

TEXAS GENERAL LAND OFFICE (BA# 0006036288) \$3,200.00
 ATTN ENERGY RESOURCES/MINERAL
 LEASING
 P O BOX 12873
 AUSTIN TX 78711-2873

ACCT:

REMARKS: ST OF TX M-111800

(DPS# [REDACTED]) TOTAL BANK SERVICE CHARGE \$.00
 TOTAL AMOUNT PAID \$3,200.00

DEPOSIT TO THE CREDIT OF:

TEXAS GENERAL LAND OFFICE TOTAL AMOUNT: \$3,200.00
 ATTN ENERGY RESOURCES/MINERAL RENTAL AMOUNT:
 LEASING BANK CHARGE: \$.00
 P O BOX 12873
 AUSTIN TX 78711-2873

OWNER NO.: 000603628 CHECK NO.: 10048669
 CHECK DATE: 8-09-2012

Devon Energy Production Company, L.P.

20 N. Broadway
 Oklahoma City, OK 73102-8260
 PH: 405-235-3611

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO ABOVE LEASE NUMBER



Devon Energy Production Company, L.P.
 20 N. Broadway
 Oklahoma City, OK 73102-8260
 PH: 405-235-3611

8-09-2012

NO. **10048669**

ACCOUNTING DETAIL

TEXAS GENERAL LAND OFFICE
 ATTN ENERGY RESOURCES/MINERAL
 LEASING
 P O BOX 12873
 AUSTIN TX 78711-2873

PAY THIS AMOUNT
*****\$3,200.00

File No. MF11/800

⑦

Rental Payment 2012

Date Filed: 08/22/2012

Jerry E. Patterson, Commissioner

By LJP

0.00.00

CARRIZO OIL & GAS, INC.

500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002



Check Number 0000104584

Invoice #	Oblig. Date	Description	Lessor	Net Amount
		\$ 16,000.00 4th year Rental Ⓢ See Attached		14700150 121

000430

Payee

Check Date: 08/29/2013

Check Amount 144,770.00

14700150

CARRIZO OIL & GAS, INC.

500 DALLAS STREET

SUITE 2300

HOUSTON TX 77002

Carrizo Operating

CAPITAL ONE BANK, N.A.

84-72
652

Check No	Check Date	Check Amount
0000104584	08/29/2013	*****\$144,770.00

PAY

One Hundred Forty Four Thousand Seven Hundred Seventy Dollars and Zero Cents

Void After 90 Days

TO
THE
ORDER
OFCOMMISSIONER OF THE GLO
ATTN: JERRY PATTERSON
1700 N. CONGRESS AVENUE
AUSTIN TX 78701-1495


SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈0000104584⑈

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE

CARRIZO OIL & GAS, INC.

500 DALLAS STREET

SUITE 2300

HOUSTON TX 77002



Check Number 0000104584

Invoice #	Oblig. Date	Description	Lessor	Net Amount
		See Attached		

14700150

121

000430

Payee

Check Date: 08/29/2013

Check Amount →

144,770.00



Invoice #	Oblig. Date	Description	Lessor	Net Amount
		See Attached		

RECEIPT

INSTRUCTIONS TO DEPOSITORY: You have been designated as depository for delay rentals due under oil and gas lease held by this Company on lands hereinabove described. This check represents rental payment in advance under such lease and we ask that you credit the proceeds thereof to the parties named, and in the amounts indicated. Should any difficulty of any nature arise with respect to any item shown DO NOT return our check but make the deposit to the credit of the party named in A SPECIAL ACCOUNT IF NECESSARY, and communicate immediately with us explaining the circumstances and further instructions will be given.

The above described check has been received and deposited to the credit of parties named as instructed:

DATE 09/04/2013

BY *[Signature]* for GLO

PLEASE DATE, SIGN AND RETURN

000430	Payee	Check Date: 08/29/2013	Check Amount	144,770.00
--------	-------	------------------------	--------------	------------

0000104584 08/29/2013

144,770.00

Pay

One Hundred Forty Four Thousand Seven Hundred Seventy Dollars and Zero Cents

COMMISSIONER OF THE GLO
ATTN: JERRY PATTERSON
1700 N. CONGRESS AVENUE
AUSTIN, TX 78701-1495

NON-NEGOTIABLE



Remittance Statement

Vendor: COMMISSIONER OF THE G
Vendor Code: 000430
Check Number: 0000104584
Check Date: 08/29/2013

Invoice #	Invoice Date	Lessor	Net Amount
OBL20131001-31	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001002-000 STATE OF TEXAS M-111809 DELAY RENTAL--\$25/AC/YR - 555 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 297/Registry 66184 Culberson/TX	13,875.00
OBL20131001-33	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001003-000 STATE OF TEXAS M-111813 DELAY RENTAL--\$25/AC/YR - 233 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 321/Registry 66188 Culberson/TX	5,825.00
OBL20131001-35	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001004-000 STATE OF TEXAS M-111810 DELAY RENTAL--\$25/AC/YR - 560 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 303/Registry 66185 Culberson/TX	14,000.00
OBL20131001-37	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001005-000 STATE OF TEXAS M-111812 DELAY RENTAL--\$25/AC/YR - 40 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 315/Registry 66187 Culberson/TX	1,000.00



Remittance Statement

Vendor: COMMISSIONER OF THE G
Vendor Code: 000430
Check Number: 0000104584
Check Date: 08/29/2013

Invoice #	Invoice Date	Lessor	Net Amount
OBL20131001-39	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001006-000 STATE OF TEXAS M-111811 DELAY RENTAL--\$25/AC/YR - 480 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 309/Registry 66186 Culberson/TX	12,000.00
OBL20131001-41	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001007-000 STATE OF TEXAS M-111808 DELAY RENTAL--\$25/AC/YR - 160 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 291/Registry 66183 Culberson/TX	4,000.00
OBL20131001-43	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001008-000 STATE OF TEXAS M-111805 DELAY RENTAL--\$25/AC/YR - 240.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 273/Registry 66180 Culberson/TX	6,017.50
OBL20131001-45	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001009-000 STATE OF TEXAS M-111807 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 285/Registry 66182 Culberson/TX	8,000.00



Remittance Statement

Vendor: COMMISSIONER OF THE G
Vendor Code: 000430
Check Number: 0000104584
Check Date: 08/29/2013

Invoice #	Invoice Date	Lessor	Net Amount
OBL20131001-47	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001010-000 STATE OF TEXAS M-111803 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 261/Registry 66178 Culberson/TX	16,017.50
OBL20131001-49	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001011-000 STATE OF TEXAS M-111804 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 267/Registry 66179 Culberson/TX	16,017.50
OBL20131001-51	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001012-000 STATE OF TEXAS M-111800 DELAY RENTAL--\$25/AC/YR - 640 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 243/Registry 66175 Culberson/TX	16,000.00
OBL20131001-53	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001013-000 STATE OF TEXAS M-111802 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 255/Registry 66177 Culberson/TX	16,017.50



Remittance Statement

Vendor: COMMISSIONER OF THE G
Vendor Code: 000430
Check Number: 0000104584
Check Date: 08/29/2013

Invoice #	Invoice Date	Lessor	Net Amount
OBL20131001-55	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001014-000 STATE OF TEXAS M-111801 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 249/Registry 66176 Culberson/TX	8,000.00
OBL20131001-57	10/01/2013	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001015-000 STATE OF TEXAS M-111806 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2013 Freq: 1 Yea Book 103/Page 279/Registry 66181 Culberson/TX	8,000.00

144,770.00



7190 1069 1280 0002 2349

COMMISSIONER OF THE GLO
ATTN: JERRY PATTERSON
1700 N. CONGRESS AVENUE
AUSTIN TX 78701-1495



File No. MF11800

⑧

Rentals - 4th year

Date Filed: 09/04/2013

Jerry E. Patterson, Commissioner

By dsr

3. 173

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 23, 2013

Stewart Laufer
Carrizo Oil & Gas, Inc.
500 Dallas Street, Suite 2300
Houston, Tx 77002

RE: GLO Assignment ID # 8752

Dear Mr. Laufer,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment, Conveyance and Bill of Sale effective January 1, 2013
from Devon Energy Production Company, L.P. as Assignor to Carrizo
Oil & Gas, LLC as Assignee. Culberson County #68800, Vol. 109, P.260

Filing fees of \$25.00 were received in connection with the above assignment. If any you have questions, please feel free to contact me.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
8752	Culberson	MF111800
8752	Culberson	MF111801
8752	Culberson	MF111802
8752	Culberson	MF111803
8752	Culberson	MF111804
8752	Culberson	MF111805
8752	Culberson	MF111806
8752	Culberson	MF111807
8752	Culberson	MF111808
8752	Culberson	MF111809
8752	Culberson	MF111810
8752	Culberson	MF111811
8752	Culberson	MF111812
8752	Culberson	MF111813

Thursday, May 23, 2013



May 14, 2013

Texas General Land Office
Attn: Energy Resources
P.O. Box 12873
Austin, Tx 78711-2873

RE: Assignment of State Oil and Gas Lease Nos. MF111800, MF111801, MF111802, MF111803, MF111804, MF111805, MF111806, MF111807, MF111808, MF111809, MF111810, MF111811, MF111812 and MF111813 ✓

To whom it may concern:

Please find enclosed herewith a certified copy of an Assignment of captioned Oil and Gas Leases executed March 14, 2013 but effective as January 1, 2013, between Devon Energy Production Company, L.P., as Assignor, and Carrizo Oil & Gas, Inc., as Assignee. The Assignment was recorded in Volume 109, Page 260 of the Oil and Gas Records of Culberson County, Texas.

Also enclosed is a check in the amount of \$350.00 as payment of the filing fees associated with the assignment of the captioned leases.

Should you require any additional information, please feel free to contact the undersigned at 713-328-1004.

Sincerely,
CARRIZO OIL & GAS, INC.


Stewart Laufer
Land Manager – Southern U.S.

CARRIZO OIL & GAS, INC.

500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002



Check Number 0000099252

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
CKRQ201305C9	05/09/2013	FILING FEE FOR ASSIGNMENT FROM DEVON ENERGY PRODUCTION CO. TO CARRIZO OIL & GAS, INC. FOURTEEN (14) STATE LEASES: MF111800 THROUGH MF-111813, CULBERSON COUNTY, TEXAS	350.00	0.00	350.00

X

129

13710966

interests in oil, gas, and other minerals, including, without limitation, rights under mineral deeds, conveyances, or assignments. Further, the Conveyance shall be subject to the following terms, conditions or exceptions:

1. This Conveyance shall be effective as of the 1st day of January, 2013, at 12:01 a.m., local time ("Effective Time").

2. The Interests herein assigned and conveyed shall be subject to all instruments and agreements through which Assignor derived its title or to which the same are subject;

3. To the extent transferable, Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have with respect to the Interest conveyed hereunder of which Assignor has or may have against any and all preceding owners, vendors or warrantors.

4. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THE INTERESTS ARE TO BE CONVEYED WITHOUT WARRANTY OF TITLE. THE INTERESTS ARE CONVEYED HEREIN BY ASSIGNOR "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION WITH ALL FAULTS. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE AS TO, CONCERNING OR WITH RESPECT TO THE INTERESTS, INCLUDING, BUT NOT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING: (A) ANY GEOLOGICAL, SEISMIC AND OTHER GEOPHYSICAL DATA; THE EXISTENCE OR EXTENT OF OIL, GAS OR MINERAL RESERVES; THE RECOVERABILITY OF OR COST OF RECOVERING ANY SUCH RESERVES; THE VALUE OF SUCH RESERVES; ANY PRODUCT PRICING ASSUMPTIONS; AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER CLOSING; (B) THE NATURES, QUALITY OR CONDITION OF THE INTERESTS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL OR GEOLOGY OF THE PROPERTY SUBJECT TO THE LEASES; (C) THE EXISTING SOIL CONDITIONS OR OTHER CONDITIONS OF ANY PROPERTY SUBJECT TO THE LEASES; (D) THE INCOME TO BE DERIVED FROM ANY OF THE INTERESTS; (E) THE SUITABILITY FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON OR THEREWITH; (F) THE COMPLIANCE OF THE INTERESTS, OR THEIR OPERATION, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (G) THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERESTS; (H) THE GOOD AND WORKMANLIKE CONSTRUCTION OF THE EQUIPMENT; (I) THE DESIGN OF THE EQUIPMENT; (J) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN AND/OR ENGINEERING OF THE EQUIPMENT; (K) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE EQUIPMENT; (L) THE COMPOSITION OF THE MATERIALS INCLUDED IN THE EQUIPMENT; OR (M) ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR NONCOMPLIANCE OF THE INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

5. As used in this Paragraph 5, and in the subparagraphs hereunder, "claims" shall include claims, demands, causes of action, liabilities, damages, penalties and judgments of any kind or character arising out of or in any way connected with the Interests and all costs and fees in



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connection therewith.

a. Assignee shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced from the Interests and sold after the Effective Time, (ii) at the Effective Time assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean up or other action with respect to the Interests) and (iii) defend, indemnify and hold Assignor harmless from any and all claims, including, but not limited to, any and all claims in favor of any person or governmental authority for personal injury, death or damage to property or to the environment, or for any other relief, arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the Interests, or conditions of the Interests, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the Effective Time, whether or not any such claims result from conditions, existing, or actions or inactions occurring, at or before the Effective Time.

b. Assignor shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced and sold prior to the Effective Time and (ii) defend, indemnify and hold Assignee harmless from any and all claims asserted against Assignor prior to the Effective Time.

Assignee shall pay and defend and hold Assignor harmless with respect to the payment of all ad valorem taxes on the Interests for the 2013 tax period and thereafter, together with any interest or penalty assessed thereon. Regardless of the foregoing, Assignor agrees to reimburse Assignee, upon evidence from Assignee that such taxes have been paid, Assignor's proportionate share of taxes in respect of its ownership of the Interests during the Tax Period.

Assignee shall further defend and hold Assignor harmless with respect to the payment of sales taxes or other taxes in connection with this Assignment, if any, including interest or penalty assessed thereon.

All taxes (other than ad valorem and income taxes) which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production and excise taxes) shall be apportioned between the parties as follows: (i) payment or withholding of all such taxes applicable or relating to production sold prior to the Effective Time and filing of all statements, returns and documents pertinent thereto shall be the responsibility of Assignor; and (ii) payment or withholding of all such taxes applicable or relating to production sold from and after the Effective Time and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

Each of the parties hereto shall execute, acknowledge and deliver to the other such further instruments, conveyances, deeds, acquittances, division orders and transfer orders, and take such other actions as may be reasonably necessary to carry out the provisions of this Conveyance. However, Assignee shall assume all responsibility for notifying the purchaser of oil and gas production from the Interests, and such other designated persons who may be responsible for disbursing payments for the purchase of such production, of the change of ownership of the Interests. Assignee shall take all actions necessary to effectuate the transfer of such payments to Assignee as of the Effective Time. Assignor shall have no responsibility or liability for the proper distribution of proceeds from and after the Effective Time.

The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon the parties hereto, their legal representatives, successors, assigns and heirs.



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Assignee joins in the execution hereof for the purpose of being bound by all of the terms, provisions, obligations and covenants herein specified.

TO HAVE AND TO HOLD unto Assignee, its legal representatives, successors, assigns and heirs, in accordance with the terms and provisions hereof.

IN WITNESS WHEREOF, this Conveyance is executed this 10th day of January, 2013, but shall be effective as of the Effective Time, for all purposes.

ASSIGNOR:

Devon Energy Production Company, L.P.

By: [Signature]
Printed Name: Bill A. Penhall

Title: Agent and Attorney-in-Fact

ASSIGNEE:

CARRIZO OIL & GAS, INC.

By: [Signature]
Name: RICHARD H. SMITH

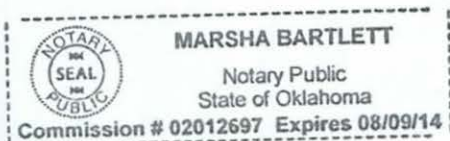
Title: VICE PRESIDENT OF LAND

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on January 10, 2013 by Bill A. Penhall, as Agent and Attorney-in-Fact for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said partnership.

(seal)



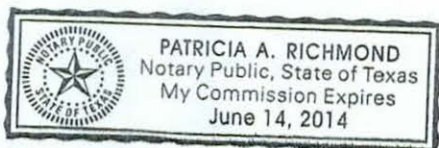
Marsha Bartlett

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on MARCH 14, 2013 by Richard H. Smith, Vice President of Carrizo Oil & Gas, Inc., a Texas Corporation, on behalf of said corporation.

(seal)



Patricia A. Richmond
Notary Public in and for the State of Texas
Printed Name Patricia A. Richmond
Commission Expiration 6/14/2014



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EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE BY
AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND CARRIZO OIL GAS, INC.

Lease Number	Lessor	Lessee	Expiration Date	State	County Name	Abstract No.	Block	Section	Quarter Call	Recording Information
42-3013782-002-1	April M. Hays, Trustee of the April M Hays 1991 Trust and the April M. Hays Family Trust	Devon Energy Production Company, L.P.	9/23/15	TX	Culberson	2392	111	15	N2SW	V103, P423
42-3013782-002-1	April M. Hays, Trustee of the April M Hays 1991 Trust and the April M. Hays Family Trust	Devon Energy Production Company, L.P.	9/23/15	TX	Culberson	2393	111	15	S2NW	V103, P423
42-3013782-003-1	Kim I. Manning, Trustee of the Kim I. Manning 1991 Trust and the Kim I. Manning Family Trust	Devon Energy Production Company, L.P.	9/23/15	TX	Culberson	2392	111	15	N2SW	V103, P345
42-3013782-003-1	Kim I. Manning, Trustee of the Kim I. Manning 1991 Trust and the Kim I. Manning Family Trust	Devon Energy Production Company, L.P.	9/23/15	TX	Culberson	2393	111	15	S2NW	V103, P345
42-3013782-004-1	Phillip K. Evans	Devon Energy Production Company, L.P.	9/28/15	TX	Culberson	2392	111	15	N2SW	V103, P421
42-3013782-004-1	Phillip K. Evans	Devon Energy Production Company, L.P.	9/28/15	TX	Culberson	2393	111	15	S2NW	V103, P421
42-3013782-005-1	Evelyn W. Lyman, dealing in her sole and separate property	Devon Energy Production Company, L.P.	10/5/15	TX	Culberson	2392	111	15	N2SW	V103, P427
42-3013782-005-1	Evelyn W. Lyman, dealing in her sole and separate property	Devon Energy Production Company, L.P.	10/5/15	TX	Culberson	2393	111	15	S2NW	V103, P427
42-3013782-006-1	Ewing Evans	Devon Energy Production Company, L.P.	10/7/15	TX	Culberson	2392	111	15	N2SW	V103, P425
42-3013782-006-1	Ewing Evans	Devon Energy Production Company, L.P.	10/7/15	TX	Culberson	2393	111	15	S2NW	V103, P425
42-3013782-007-1	Will Orndorff	Devon Energy Production Company, L.P.	12/3/15	TX	Culberson	2392	111	15	N2SW	V104, P172
42-3013782-007-1	Will Orndorff	Devon Energy Production Company, L.P.	12/3/15	TX	Culberson	2393	111	15	S2NW	V104, P172
42-3014011-000-1	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	241	108	15	ALL	V457, P102
42-3014011-000-1	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	252	108	16	ALL	V457, P102
42-3014011-000-1	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	40	108	27	ALL	V457, P102
42-3014011-000-1	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	258	108	28	ALL	V457, P102
42-3014011-000-10	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6508	109	20	ALL	V457, P102
42-3014011-000-10	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6509	109	21	ALL	V457, P102
42-3014011-000-10	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6510	109	22	ALL	V457, P102
42-3014011-000-10	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6511	109	23	ALL	V457, P102
42-3014011-000-11	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	4954	104	14	ALL	V457, P102
42-3014011-000-11	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5061	104	15	E/80	V457, P102
42-3014011-000-11	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6504	109	9	N2	V457, P102
42-3014011-000-11	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6504	109	9	SE	V457, P102
42-3014011-000-2	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5015	108	21	ALL	V457, P102
42-3014011-000-2	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	224	108	22	ALL	V457, P102
42-3014011-000-2	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	1103	108	23	N2	V457, P102
42-3014011-000-2	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	2125	108	23	S2	V457, P102
42-3014011-000-2	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	2126	108	24	ALL	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	239	108	12	E2	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5010	108	12	W2	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	255	108	17	E2	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5011	108	17	NW	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5012	108	18	N2	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5013	108	19	N2	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5014	108	20	ALL	V457, P102
42-3014011-000-3	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	257	108	26	E2	V457, P102
42-3014011-000-4	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5062	108	6	ALL	V457, P102
42-3014011-000-4	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5063	108	7	ALL	V457, P102
42-3014011-000-4	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5064	108	8	ALL	V457, P102
42-3014011-000-4	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5065	108	9	ALL	V457, P102
42-3014011-000-5	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5005	108	4	ALL	V457, P102
42-3014011-000-5	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5006	108	5	S2	V457, P102
42-3014011-000-5	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5007	108	5	N2	V457, P102
42-3014011-000-5	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5008	108	10	ALL	V457, P102
42-3014011-000-5	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5009	108	11	ALL	V457, P102
42-3014011-000-6	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	237	108	2	ALL	V457, P102
42-3014011-000-6	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	238	108	3	ALL	V457, P102
42-3014011-000-6	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	240	108	13	ALL	V457, P102
42-3014011-000-6	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	254	108	14	ALL	V457, P102
42-3014011-000-7	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	253	108	1	ALL	V457, P102
42-3014011-000-7	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	242	110	28	ALL	V457, P102
42-3014011-000-7	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	243	110	29	ALL	V457, P102
42-3014011-000-7	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	236	110	30	ALL	V457, P102
42-3014011-000-8	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6505	109	17	ALL	V457, P102
42-3014011-000-8	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	4923	109	26	ALL	V457, P102
42-3014011-000-8	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	4922	109	27	ALL	V457, P102
42-3014011-000-8	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6512	109	28	ALL	V457, P102
42-3014011-000-9	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6506	109	18	ALL	V457, P102
42-3014011-000-9	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	6507	109	19	ALL	V457, P102
42-3014011-000-9	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	5016	109	24	ALL EXCEPT THE N2SE/4	V457, P102
42-3014011-000-9	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	753	109	24	N2SE	V457, P102
42-3014011-000-9	The State of Texas, by and through its agent, C & L Taylor, LTD	Devon Energy Production Company, L.P.	7/16/15	TX	Culberson	4924	109	25	ALL	V457, P102
42-3014643-001-1	Betty Atkins Graham	Devon Energy Production Company, L.P.	10/6/15	TX	Culberson	6851	52	38	S2	V103, P481
42-3014709-000-1	State of Texas M-111800	T. Verne Dwyer	10/5/15	TX	Culberson	432	42	39	ALL	V103, P243
42-3014710-000-1	State of Texas M-111801	T. Verne Dwyer	10/5/15	TX	Culberson	State	42	47	S2N2	V103, P249
42-3014710-000-1	State of Texas M-111801	T. Verne Dwyer	10/5/15	TX	Culberson	State	42	47	SW	V103, P249
42-3014711-000-1	State of Texas M-111802	T. Verne Dwyer	10/5/15	TX	Culberson	State	52	30	ALL	V103, P255
42-3014712-000-1	State of Texas M-111803	T. Verne Dwyer	10/5/15	TX	Culberson	2287	52	32	ALL	V103, P261

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EXHIBIT "A"
ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE AND BILL OF SALE BY
AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND CARRIZO OIL GAS, INC.

Lease Number	Lessor	Lessee	Expiration Date	State	County Name	Abstract No.	Block	Section	Quarter Call	Recording Information
42-3014713-000-1	State of Texas M-111804	T. Verne Dwyer	10/5/15	TX	Culberson	2285	52	33	ALL	V103, P267
42-3014714-000-1	State of Texas M-111805	T. Verne Dwyer	10/5/15	TX	Culberson	4464	52	34	S2NW	V103, P273
42-3014714-000-1	State of Texas M-111805	T. Verne Dwyer	10/5/15	TX	Culberson	4464	52	34	SW	V103, P273
42-3014715-000-1	State of Texas M-111806	T. Verne Dwyer	10/5/15	TX	Culberson	5540	52	42	N2	V103, P279
42-3014716-000-1	State of Texas M-111807	T. Verne Dwyer	10/5/15	TX	Culberson	5541	52	43	S2	V103, P285
42-3014717-000-1	State of Texas M-111808	T. Verne Dwyer	10/5/15	TX	Culberson	State	52	46	NE	V103, P291
42-3014718-000-1	State of Texas M-111809	T. Verne Dwyer	10/5/15	TX	Culberson	8845	111	3	ALL	V103, P297
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	N2	V103, P303
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	SW	V103, P303
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	W2SE	V103, P303
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	E2	V103, P309
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	N2NW	V103, P309
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	S2SW	V103, P309
42-3014721-000-1	State of Texas M-111812	T. Verne Dwyer	10/5/15	TX	Culberson	8836	111	16	40 ACRES OF WEST MID PART	V103, P315
42-3014722-000-1	State of Texas M-111813	T. Verne Dwyer	10/5/15	TX	Culberson	4184	111	29	SOUTH AND EAST PARTS OF EAST ONE-HALF (S&E PT OF E/2)	V103, P321
42-3015541-001-1	LLC Energy, LLC	Devon Energy Production Company, L.P.	1/6/16	TX	Culberson	6836	52	23	N2	V105, P349

True and Correct
copy of
original filed in
Culberson County
Clerks Office



EXHIBIT "B"
ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT, CONVEYANCE
AND BILL OF SALE BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY,
L.P. AND CARRIZO OIL & GAS, INC.

WELLS

Well Name: Taylor 110 28 1
API Number: 421093240400
Operator: Devon Energy Production Company, L.P.
Location: Sec 28-Blk 110-PSL Survey, Culberson County, TX
Status: Temporarily Abandoned

Page 1 of 1



True and Correct
copy of
Original filed in
Culberson County
Clerks Office

File No. 111800

Assignment 0752

Date Filed: 05/23/13

Jerry E. Patterson, Commissioner

By [Signature]

**CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON**

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Oil & Gas Records of my office, found in VOL. 109, PAGE 200.

I hereby certified on 4 25 2013

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY [Signature] DEPUTY



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 25, 2014

Stewart Laufer
Carrizo Oil & Gas, Inc.
500 Dallas Street, Suite 2300
Houston, Texas 77002

RE: GLO Assignment ID # 8910

Dear Mr. Laufer,

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

Assignment and Bill of Sale, is effective July 1, 2013 from Carrizo Oil & Gas Inc. as assignor, to Carrizo LLC, as assignee. As filed for record in Culberson County, in volume 109, Page 260.

Please see attached "Exhibit A" for reference. Filing fees of \$350.00 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

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
8910	Culberson	MF1110807
8910	Culberson	MF111800
8910	Culberson	MF111801
8910	Culberson	MF111802
8910	Culberson	MF111803
8910	Culberson	MF111804
8910	Culberson	MF111805
8910	Culberson	MF111806
8910	Culberson	MF111808
8910	Culberson	MF111809
8910	Culberson	MF111810
8910	Culberson	MF111811
8910	Culberson	MF111812
8910	Culberson	MF111813

CARRIZO OIL & GAS, INC.

500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002



Check Number 0000107671

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
CKRQ20131028A	10/28/2013	FILING FEE FOR ASSIGNMENT FROM CARRIZO OIL & GAS, INC TO CARRIZO (PERMAN) LLC. FOURTEEN (14) STATE LEASES: MF111800 THROUGH MF- 111813, CULBERSON COUNTY, TEXAS	350.00	0.00	350.00

X

129

14703156



October 31, 2013

Texas General Land Office
Attn: Energy Resources
P.O. Box 12873
Austin, Tx 78711-2873

RE: Assignment of State Oil and Gas Lease Nos. MF111800, MF111801, MF111802, MF111803, MF111804, MF111805, MF111806, MF111807, MF111808, MF111809, MF111810, MF111811, MF111812 and MF111813

To whom it may concern:

Please find enclosed herewith a certified copy of an Assignment of the captioned Oil and Gas Leases executed effective as July 1, 2013, between Carrizo Oil & Gas, Inc., as Assignor, and Carrizo (Permian) LLC, as Assignee. The Assignment was recorded in Volume 109, Page 900 of the Oil and Gas Records of Culberson County, Texas.

Also enclosed is Carrizo's check in the amount of \$350.00 as payment of the filing fees associated with the assignment of the captioned leases.

Should you require any additional information, please feel free to contact the undersigned at 713-328-1004.

Sincerely,

CARRIZO OIL & GAS, INC.


Stewart Laufer

Land Manager – Southern U.S.

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS, THAT:**
 COUNTY OF CULBERSON §

CARRIZO OIL & GAS, INC., whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002 (hereinafter referred to as "Assignor") for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration paid by **Carrizo (Permian) LLC**, whose address is 500 Dallas Street, Suite 2300, Houston, Texas 77002 (hereinafter referred to as "Assignee") the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY** unto Assignee, all of Assignor's interest in and to the Oil and Gas Leases described on Exhibit "A" (collectively the "Leases") together with all the wells located on lands covered by the Leases (collectively the "Property") and being all equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, located on the Property described above, including well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing, dehydration, liquification and separations facilities, drillsite pads, water and mud pits and containment facilities, structures, materials, and other items used solely in the operations thereof.

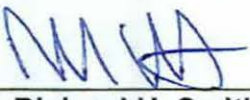
It is Assignor's intent to convey and assign all of the interest and rights acquired by Assignor from Devon Energy Production Company, L.P. by virtue of that certain Assignment and Bill of Sale recorded in Volume 109, Page 260 of the Oil and Gas Records of Culberson County, Texas, unto Assignee.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns, forever all of the interest in and to said Leases and the Property. This Assignment is made without warranty of title; either expressed or implied.

IN WITNESS WHEREOF, this instrument is executed effective this 1st day of July, 2013.

ASSIGNOR:

CARRIZO OIL & GAS, INC.

By  
 Richard H. Smith
 Vice President of Land

ACKNOWLEDGMENT

STATE OF TEXAS §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on 28th day of August 2013 by **Richard H. Smith** as Vice President of Land of **CARRIZO OIL & GAS, INC.**, a Texas corporation, on behalf of said corporation.




 Notary Public's Signature

EXHIBIT "A"

ALL EXCEPT THE N/2SE/4

EXHIBIT "A"
ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE BY
AND BETWEEN CARRIZO OIL GAS, INC. AND CARRIZO (PERMIAN) LLC

Lease Number	Lessor	Lessee	Expiration Date	State	County Name	Abstract No.	Block	Section	Quarter Call	Recording Information
42-3014713-000-1	State of Texas M-111804	T. Verne Dwyer	10/5/15	TX	Culberson	2285	52	33	ALL	V103, P267
42-3014714-000-1	State of Texas M-111805	T. Verne Dwyer	10/5/15	TX	Culberson	4464	52	34	S2NW	V103, P273
42-3014714-000-1	State of Texas M-111805	T. Verne Dwyer	10/5/15	TX	Culberson	4464	52	34	SW	V103, P273
42-3014715-000-1	State of Texas M-111806	T. Verne Dwyer	10/5/15	TX	Culberson	5540	52	42	N2	V103, P279
42-3014716-000-1	State of Texas M-111807	T. Verne Dwyer	10/5/15	TX	Culberson	5541	52	43	S2	V103, P285
42-3014717-000-1	State of Texas M-111808	T. Verne Dwyer	10/5/15	TX	Culberson	State	52	46	NE	V103, P291
42-3014718-000-1	State of Texas M-111809	T. Verne Dwyer	10/5/15	TX	Culberson	8845	111	3	ALL	V103, P297
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	N2	V103, P303
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	SW	V103, P303
42-3014719-000-1	State of Texas M-111810	T. Verne Dwyer	10/5/15	TX	Culberson	1269	111	13	W2SE	V103, P303
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	E2	V103, P309
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	N2NW	V103, P309
42-3014720-000-1	State of Texas M-111811	T. Verne Dwyer	10/5/15	TX	Culberson	8844	111	15	S2SW	V103, P309
42-3014721-000-1	State of Texas M-111812	T. Verne Dwyer	10/5/15	TX	Culberson	8836	111	16	40 ACRES OF WEST MID PART	V103, P315
42-3014722-000-1	State of Texas M-111813	T. Verne Dwyer	10/5/15	TX	Culberson	4184	111	29	SOUTH AND EAST PARTS OF EAST ONE-HALF (S&E PT OF E/2)	V103, P321
42-3015541-001-1	LLC Energy, LLC	Devon Energy Production Company, L.P.	1/6/16	TX	Culberson	6836	52	23	N2	V105, P349

WELLS

TAYLOR-STATE 110-28#1 (API #42-109-3240400)
SECTION 28, BLK 110, PSL SURVEY, CULBERSON COUNTY, TEXAS

TAYLOR-STATE 109-17 #1 (API #42-109-32578)
SECTION 17, BLK 109, PSL SURVEY, CULBERSON COUNTY, TEXAS

Return To
Lisa Crawford
Carrizo Oil & Gas, Inc.
500 Dallas St., Ste 2300
Houston, TX 77002

214 11

Doc# 00000069470
#Pages 3 HNFPages 0
9/16/2013 9:09:01 AM
Filed & Recorded in
Official Public Records of
County and District Clerk
Linda McDonald
Fees 18.00

State of Texas
County of Culberson

I hereby certify this instrument was FILED on
the date and at the time stamped hereon by me
and was duly RECORDED in the Vol. 109 and
Page 900 of the 01181305 Records of
Culberson County, Texas on:

September 19, 2013

Mia C. Linn
By Deputy

03
3
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01181305
01181305
01181305
01181305
01181305

⑩

File No. MP-111800

Assignment #8910, Carilo
07.8.69 to Carilo Permin

Date Filed: 11.4.73

Jerry E. Patterson, Commissioner

By wh

2025

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE



CARRIZO OIL & GAS, INC.

500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002

Check Number 0000123950

Invoice #	Oblig. Date	Description	Lessor	Net Amount
-----------	-------------	-------------	--------	------------

RENTAL PAYMENT
MF 111800 5th yr.
Ⓟ

See Attached

000430

← Payee

Check Date: 09/29/2014

Check Amount → 121 144,770.00

CARRIZO OIL & GAS, INC.
500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002

Carrizo Operating

15701641
CAPITAL ONE BANK, N.A.

44-72
652

Check No	Check Date	Check Amount
0000123950	09/29/2014	*****\$144,770.00

PAY One Hundred Forty Four Thousand Seven Hundred Seventy Dollars and Zero Cents

Void After 90 days

TO COMMISSIONER OF THE GLO
THE ATTN: JERRY PATTERSON
ORDER 1700 N. CONGRESS AVENUE
OF AUSTIN TX 78701-1495

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈0000123950⑈

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE

CARRIZO OIL & GAS, INC.
500 DALLAS STREET
SUITE 2300
HOUSTON TX 77002

Check Number 0000123950

Invoice #

Oblig. Date

Description

Lesser

Net Amount

See Attached

000430

Payee

Check Date: 09/29/2014

Check Amount 144,770.00

121



Remittance Statement

Vendor: COMMISSIONER OF THE GL
Vendor Code: 000430
Check Number: 0000123950
Check Date: 09/29/2014

Invoice #	Invoice Date	Lessor	Net Amount
OBL20141001-33	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001002-000 STATE OF TEXAS M-111809 DELAY RENTAL--\$25/AC/YR - 555 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 297/Registry 66184 Culberson/TX	13,875.00
OBL20141001-35	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001003-000 STATE OF TEXAS M-111813 DELAY RENTAL--\$25/AC/YR - 233 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 321/Registry 66188 Culberson/TX	5,825.00
OBL20141001-37	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001004-000 STATE OF TEXAS M-111810 DELAY RENTAL--\$25/AC/YR - 560 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 303/Registry 66185 Culberson/TX	14,000.00
OBL20141001-39	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001005-000 STATE OF TEXAS M-111812 DELAY RENTAL--\$25/AC/YR - 40 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 315/Registry 66187 Culberson/TX	1,000.00



Remittance Statement

Vendor: COMMISSIONER OF THE GL
Vendor Code: 000430
Check Number: 0000123950
Check Date: 09/29/2014

Invoice #	Invoice Date	Lessor	Net Amount
OBL20141001-41	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001006-000 STATE OF TEXAS M-111811 DELAY RENTAL--\$25/AC/YR - 480 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 309/Registry 66186 Culberson/TX	12,000.00
OBL20141001-43	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001007-000 STATE OF TEXAS M-111808 DELAY RENTAL--\$25/AC/YR - 160 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 291/Registry 66183 Culberson/TX	4,000.00
OBL20141001-45	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001008-000 STATE OF TEXAS M-111805 DELAY RENTAL--\$25/AC/YR - 240.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 273/Registry 66180 Culberson/TX	6,017.50
OBL20141001-47	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001009-000 STATE OF TEXAS M-111807 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 285/Registry 66182 Culberson/TX	8,000.00



Remittance Statement

Vendor: COMMISSIONER OF THE GL
Vendor Code: 000430
Check Number: 0000123950
Check Date: 09/29/2014

Invoice #	Invoice Date	Lessor	Net Amount
OBL20141001-49	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001010-000 STATE OF TEXAS M-111803 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 261/Registry 66178 Culberson/TX	16,017.50
OBL20141001-51	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001011-000 STATE OF TEXAS M-111804 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 267/Registry 66179 Culberson/TX	16,017.50
OBL20141001-53	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001012-000 STATE OF TEXAS M-111800 DELAY RENTAL--\$25/AC/YR - 640 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 243/Registry 66175 Culberson/TX	16,000.00
OBL20141001-55	10/01/2014	COMMISSIONER OF THE GLO Delay Rental TX2099001013-000 STATE OF TEXAS M-111802 DELAY RENTAL--\$25/AC/YR - 640.7 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 255/Registry 66177 Culberson/TX	16,017.50

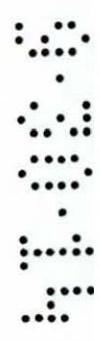


Remittance Statement

Vendor: COMMISSIONER OF THE GL
Vendor Code: 000430
Check Number: 0000123950
Check Date: 09/29/2014

Invoice #	Invoice Date	Lessor	Net Amount
OBL20141001-57	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001014-000 STATE OF TEXAS M-111801 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 249/Registry 66176 Culberson/TX	8,000.00
OBL20141001-59	10/01/2014	COMMISSIONER OF THE GLO STATE OF TEXAS M-1118 Delay Rental TX2099001015-000 STATE OF TEXAS M-111806 DELAY RENTAL--\$25/AC/YR - 320 ACS Payee: COMMISSIONER OF THE GLO ATTN: JERRY PATTERSON AUSTIN, TX 78701-1495 Lease Date: 10/05/2010 Oblig Type: RN Oblig Due Date: 10/05/2014 Freq: 1 Yea Book 103/Page 279/Registry 66181 Culberson/TX	8,000.00
			144,770.00

YOUR COPY



41.003.0

File No. MF111800

Rentals - 5th yr.

Date Filed: 09/30/2014

By JEP
Jerry E. Patterson, Commissioner