

MF114184

Unit 8211

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF114184	65-901288		KARNES

Lease expired in error. 9/30/16

~~EXPIRED
 DATE 9-21-15
 LEASING J.M.
 MAPS J.M.
 GIS M.C.~~

J.M. → M.C.

Leasing: G.H.
 Analyst: G.H.
 Maps: _____
 GIS: Te
 DocuShare: _____

<i>Survey</i>	KARNES COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>	PART OF CR-165	
<i>Part Description</i>		
<i>Acres</i>	4.44	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
		See Lease
<i>Name</i>	MARATHON OIL EF, LLC	
<i>Lease Date</i>	6/5/2012	
<i>Primary Term</i>	3 yrs	
<i>Bonus (\$)</i>	\$3,552.00	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2000	



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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



CONTENTS OF FILE NO. MF 114184

1. Application and checklist	5/16/12
2. Lease	6/5/12
3. Cover letter, fees, and bonus	5/16/12
4. Plat	"
5. Affidavit of Highest Consideration	"
6. Project Details	"
7. Final Letter	6/25/12
<i>scanned 1-24-13 PJ</i>	
EXPIRED LEASE 9-21-15	
<i>scanned PJ 10-19-15</i>	
8. Unit 8211	9/25/17
<i>scanned PJ 9-26-2017</i>	
9. DIVISION ORDER	7/11/19
<i>scanned A 7-15-2019</i>	
10. Recor Billing	10/14/2025
11. Recor Billing	10/14/2025
<i>Scanned SM 10/16/2025</i>	



RECEIVED
5/16/12

T

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE
Revised July 2011

LESSEE Marathon Oil EF LLC

ADDRESS 5555 San Felipe, Houston, TX 77056
[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 800.00

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

NET ACRES 4.44 ac \$ 3552.00 Paid 05/11/12 \$ 53.28 Paid 05/11/12
[bonus amount] [date] [sales fee] [date]

TERM [General Land Office will determine the Term based on remaining term of adjacent leases] 3 years

HIGHEST ADJACENT LEASE ROYALTY RATE 20%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY \$1200/well
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 4.44 acres TOTAL NET ACRES IN LEASE 4.44 acres

COUNTY Karnes

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED: CR-165
Tract adjacent to County Road 165

FULL DESCRIPTION [Abstract, Block, Township, Section]
4.44 acres, more or less, adjacent to a section of CR 165, Carlos Martinez Survey, A-6,
Karnes County, Texas

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes X No

Is the highway/roadway on Relinquishment Act Lands? Yes No X

The second page of this Application is a Checklist that must be filled out and all items furnished before Highway Right of Way Lease will be prepared.

For questions:
George Martin
Texas General Land Office
1700 N Congress
Austin TX 78701
512-475-1512
george.martin@glo.texas.gov

Carlos Martinez Survey,
A-6



APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE
Revised July 2011

CHECKLIST

- 1. Cover letter
- 2. Application for Highway Right of Way (HROW) Lease
- 3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
- 4. Processing fee – check attached
- N/A 5. Executed Waivers of Preferential Right to Lease, if necessary.
- 6. Executed Affidavit of Consideration
- 7. Copies of all highway deeds, clipped together
- 8. Copies of adjacent leases, clipped together.
Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
- 9. Exhibit “A” to be attached to the lease describing the area being leased (see Guidelines 8.)
- 10. Check to Commissioner of General Land Office for total consideration.
- 11. Check to Commissioner of General Land Office for 1-1/2% sales fee.

Include all the above information in one package and mail or deliver to:

George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:

- _____ 1. Filled out Information for Highway Right-of-Way Unit Declaration
- _____ 2. Copy of recorded unit designation
- _____ 3. Copy of unit plat

For questions about pooling:

Beverly Boyd
Texas General Land Office
512-463-6521
beverly.boyd@glo.texas.gov

File No. 114162

App@ Checklist

Date Filed: 5/16/12

Jerry E. Patterson, Commissioner

By G-H

2.10.13

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 114184)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Marathon Oil EF, LLC** whose address is **5555 San Felipe, Houston, TX 77056** hereinafter called "Lessee".

1. Lessor, in consideration of **Three Thousand Five Hundred Fifty Two and 00/100 (\$ 3,552.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Karnes**, State of Texas, and is described as follows:

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

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **4.44 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **three years**, from **June 5th, 2012** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **20 %** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **20 %** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee 20 % of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 20 % of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 1,200.00 per well**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

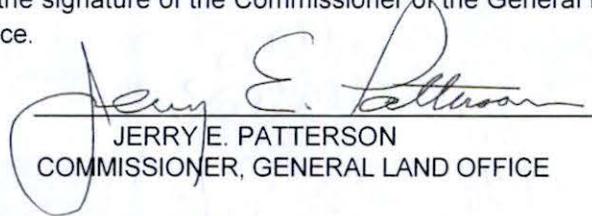
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall

be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

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


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

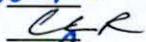
Approved:
ML: 
DC: 
CC: 



Exhibit A

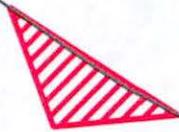
LEGAL DESCRIPTION:

4.44 acres of land, more or less, adjacent to a section of County Road 165, out of the Carlos Martinez Survey, Abstract No. 6, Karnes County, Texas, being more particularly described in that certain Deed dated May 17, 1910, from J. D. Ward to the County of Karnes, duly recorded in Volume 39, Page 498, of the Deed Records, Karnes County, Texas.

BH DUVAL
A-97

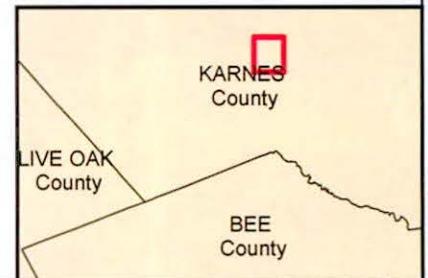
JAMES
LYNCH
A-178

BRITTIN
ODOM
A-220



CARLOS
MARTINEZ
A-6

CR 165



Highway Right-of-Way Plat of
CR 165
MF114184
4.44 acres
Karnes County, Texas



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



Map Generated by:
Zeke Guillen
IS/BAS/GIS
July 2012

1,000 500 0 1,000 Feet

File No. 114164

Lease

Date Filed: 6/5/12

Jerry E. Patterson, Commissioner

By GH



May 14, 2012

Mr. George Martin
Texas General Land Office
Stephen F Austin Bldg
1700 N Congress, STE 600
Austin, TX 78701-1495

RE: General Land Office Oil and Gas Lease covering 4.44 acres, more or less, adjacent to County Road 165, located in the Carlos Martinez Survey, A-6, Karnes County, Texas.

Dear Mr. Martin,

Marathon Oil EF LLC, of Houston, Texas, would like to obtain an oil and gas lease covering the right-of-way tract referenced above and as depicted on the plat enclosed herewith. In accordance with state procedures, and subject to your approval, we respectfully submit the following for your review:

1. Legal description of proposed lease tract (Schedule of Interest and Exhibit A property description).
2. Plats showing boundaries and dimensions of the right-of-way tract which Marathon Oil EF LLC, proposes to lease.
3. A list of adjacent mineral owners and respective addresses (Schedule of Interest) for both sides of the proposed lease tract.
4. The acreage adjacent to CR 165 for which Nomination is made lies within the Ipanema 133 Unit, operated by Marathon Oil EF LLC. (Documentation included in Leases section of Nomination packet)
5. Check No. 8319 payable to the Texas General Land Office in the amount of \$500.00, representing the required processing fee, check No. 8320 payable to the Texas General Land Office in the amount of \$53.28, representing the statutory 1.5% tax; and Check No. 1423, payable to the Texas General Land Office in the amount of \$3552.00, representing the Oil & Gas Lease Bonus payment (based on \$800.00/acre).
6. Copies of available leases and/or memoranda of leases on the lands adjacent to the right-of-way.
7. Copies of source deeds which identify State of Texas/County of Karnes Mineral Ownership Interest for Subject Tract.
8. Notarized affidavit of consideration paid for leases on lands adjacent to the right-of-way.

Should you have any questions or need any further information or documentation, please advise.

Sincerely,

Lisa J. Kaul
C W Lake & Associates, LTD
Agent on behalf of Marathon Oil EF LLC
(918) 688-5118 cell





121

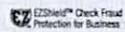
C.W. LAKE MGT., LLC

For Marathon Oil EF, LLC
P.O. Box 1863
Kenedy, Texas 78119
PH: 830-583-9855

The Karnes County national bank
PH: 830-780-3317 • P.O. Box 99
Karnes City, Texas 78118

12711654

1423



88-1123-1149

5/11/2012

PAY TO THE
ORDER OF

STATE OF TEXAS-GENERAL LAND OFFICE

~~\$~~ 3,552.00

Three Thousand Five Hundred Fifty-Two and 00/100*****

DOLLARS

STATE OF TEXAS-GENERAL LAND OFFICE
1700 NORTH CONGRESS AVENUE, RM 600
AUSTIN TEXAS 78701-1495

VOID AFTER 90 DAYS

Ramala Pollock

AUTHORIZED SIGNATURE

MEMO

⑈001423⑈



Checkmate Feature: Transfer on bank





121

C. W. LAKE & ASSOCIATES, LTD.

P.O. BOX 1863 PH. 830-583-9855
KENEDY, TX 78119

12711655 8319

88-1123/1149
01

DATE May 11, 2012

PAY TO THE ORDER OF State of Texas General Land Office

\$ 500.00

Five hundred dollars and no/100-----DOLLARS

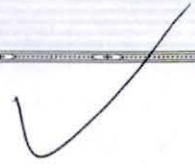
Security Features Details on Back

The Karnes County national bank
PH 830-780-3317 • P.O. Box 98
Karnes City, Texas 78118

Rumala Polasek

FOR Application Fee for Ipanema 133 Unit, Ipanema Prospect Karnes County

⑈008319⑈



3

File No. 114184

Cover Letter @ Bours @ Fees

Date Filed: 5/16/12

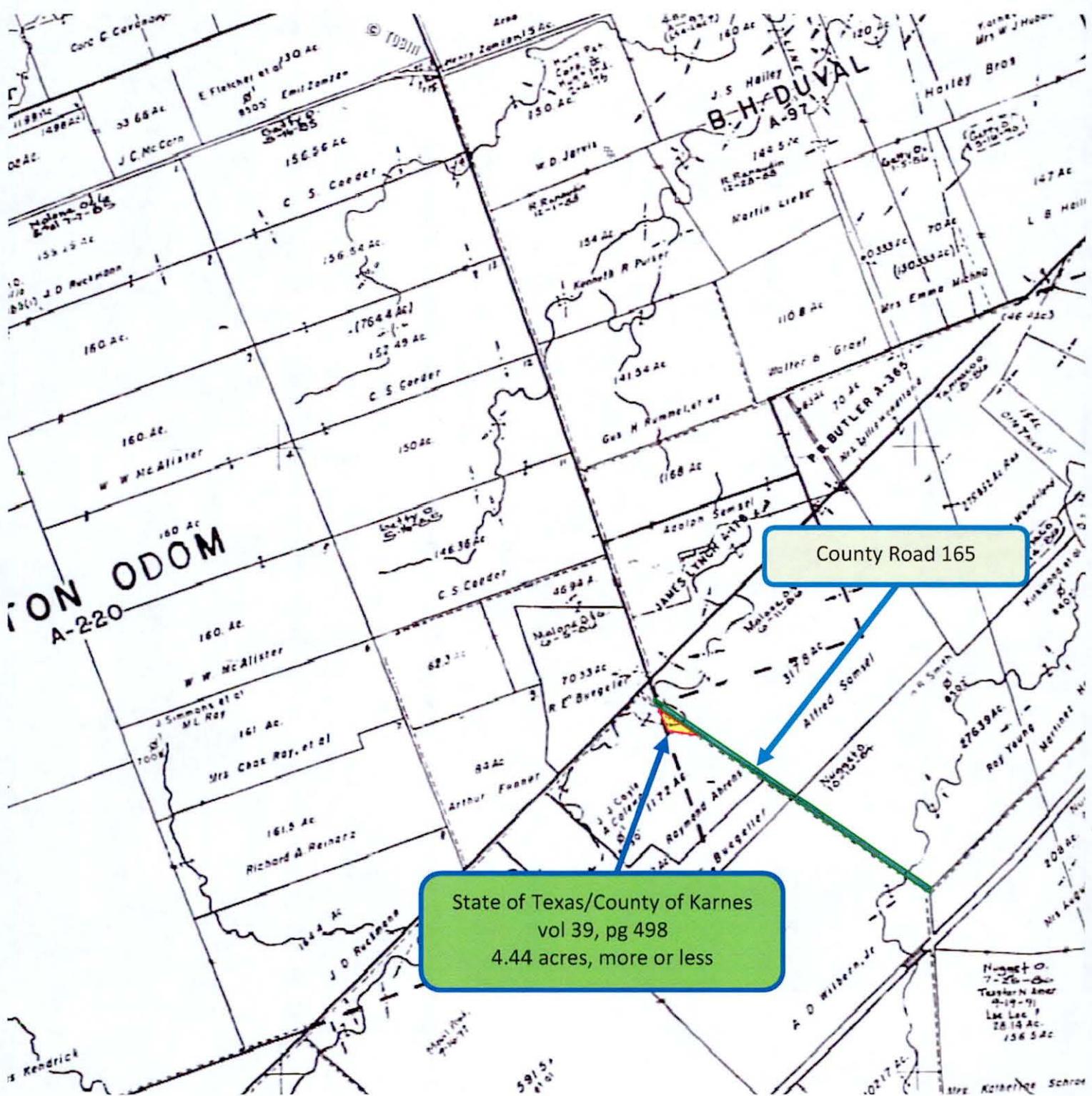
Jerry E. Patterson, Commissioner

By GH



2015

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



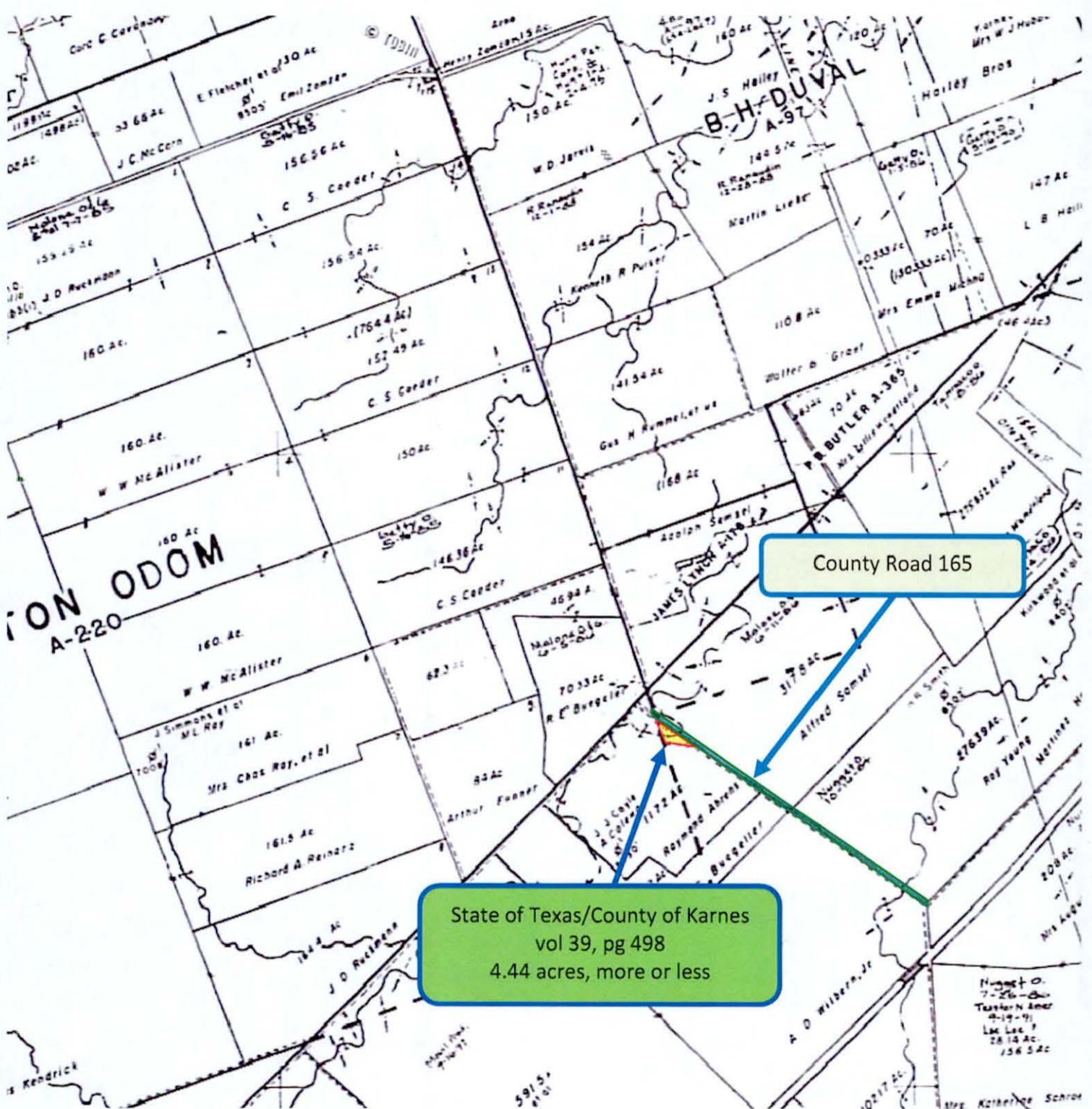
State of Texas/County of Karnes
vol 39, pg 498
4.44 acres, more or less

County Road 165

Number 0-
7-26-08
Teacher Amer
9-19-91
Lac Lac 7
28.14 Ac.
156.5 Ac

10
11
12
13
14
15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



State of Texas/County of Karnes
vol 39, pg 498
4.44 acres, more or less

County Road 165

21

File No. 114184

Plat

Date Filed: 5/16/12

Jerry E. Patterson, Commissioner

By GH

2015 }

**AFFIDAVIT OF HIGHEST CONSIDERATION PAID
HIGHWAY RIGHT OF WAY LEASES**

STATE OF TEXAS

COUNTY OF Karnes

BEFORE ME, the undersigned authority, on this day personally appeared

Lisa J. Kaul (Affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says:

That his/her name is Lisa J. Kaul, And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) County Road 165
[common name(s) of highway/roadway]

situated in Karnes County, Texas, said highway/roadway being described on Exhibit "A" attached hereto and made a part hereof. And that the highest and best terms for any lease adjoining lands described in Exhibit "A" are as follows:

Bonus Consideration Paid (Per Acre): \$ 800.00

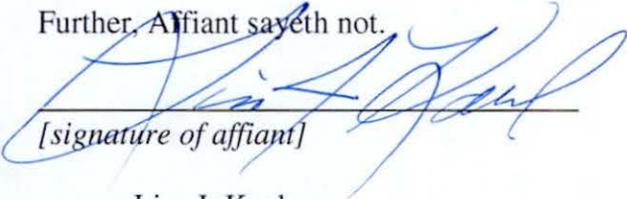
Primary Term: 5 year

Royalty Rate: 20%

Delay Rentals: \$ 35.00/acre

The above statements are within my personal knowledge and are true and correct.

Further, Affiant sayeth not.


[signature of affiant]

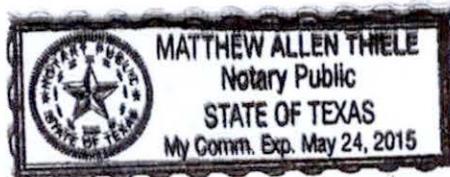
Lisa J. Kaul
[printed or typed name of affiant]

State of Texas
County of Karnes

Sworn to and subscribed before me on the 11th day of May, 2012, by
Lisa J. Kaul (name of Affiant).



Notary Public's Signature



5

File No. 712184

Highest Consideration

Date Filed: 5/16/12

Jerry E. Patterson, Commissioner

By GH



2013

public road from Michna School House in the direction of Lenz and embraces in said two triangular Tracts 4.44 acres of land, the same being herein conveyed for the purposes of widening said public road.

To have and to hold the same, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part, for the purpose of establishing and maintaining a Public Road on the said land herein conveyed, forever.

In Witness Whereof, The party of the first part, has hereunto set his hand and seal the day and year first above written.

J. D. Ward.

The State of Texas, |

County of Karnes. | Before me, A. J. Parker, Judge of the County Court in and for Karnes County, Texas, on this day personally appeared J. D. Ward known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17th day of May A. D. 1910.

(SEAL)

A. J. Parker, Judge of the County Court Karnes Co., Texas.

Filed for record this the 29th day of July A. D. 1910 at 2:30 O'Clock P. M. And duly recorded the 29th day of July A. D. 1910 at 3: 0'Clock P. M.

W. D. Howard, Clerk County Court, Karnes County, Texas.

The State of Texas, |

County of Galveston. | Know all Men by these Presents, That we; Mrs Lillian Cross, widow and Sole devisee under the Will of Robert Cross, deceased; and Mrs Lucy Pond, a widow of Prentice H. Pond, deceased, and devisee under the Will of my deceased father, James Cross, Sr, late of Galveston, Texas, parties of the first part, in consideration of Ten Dollars cash to us in hand paid, and for other good and valuable considerations by us received from James Mck. Cross, of Galveston County, Texas, the receipt of all which is hereby fully acknowledged, and the further consideration of effecting a partition between the parties hereto to certain land in Karnes County, Texas, hereinafter described, have Granted, Bargained, and sold, and do hereby grant, bargain sell, alien, convey and confirm unto the said James Mck. Cross, party of the second part his heirs and assigns forever the middle one third, or Lot No. 2, of the north half of 1400 acre Lot No. 3 of the subdivision of the league and labor of land in Karnes County, Texas, originally granted and patented to Henry S. Brown, by virtue of certificate No. 411, patent No. 405, Vol. 5, dated July 3rd, 1847, Abstract No. 32, according to plat of said subdivision between the heirs of H. S. Brown, of record in Vol. N. page 121, deed records of Karnes County, Texas, which said Lot No. 2, is described by metes and bounds as follows :

Beginning at a point on the northern boundary line of said league and labor, distant 516-2/3 varas westwardly from the north-east corner of said league and labor; Thence westwardly, along the Northern Boundary line thereof a distance of 516-2/3 varas, point for corner; Thence southwardly parallel with the eastern boundary line of said league and labor, 2837.4 varas point for corner; Thence eastwardly, parallel with the northern boundary line of said league and labor, 516-2/3 varas, point for corner; Thence Northwardly, parallel with the eastern boundary line of said league and labor, 2837.4 varas, to the place of beginning.

To Have and to Hold, all and singular, the above described property unto the said James Mck. Cross, party of the second part his heirs and assigns, together with all the rights thereto belonging. And we do bind ourselves and our heirs, executors and administrators, to warrant and forever defend the title to said premises, against the legal claims of all persons claiming, or to claim the same, or any part thereof, by, through or under us. Buyer to pay 1910 taxes on said land.

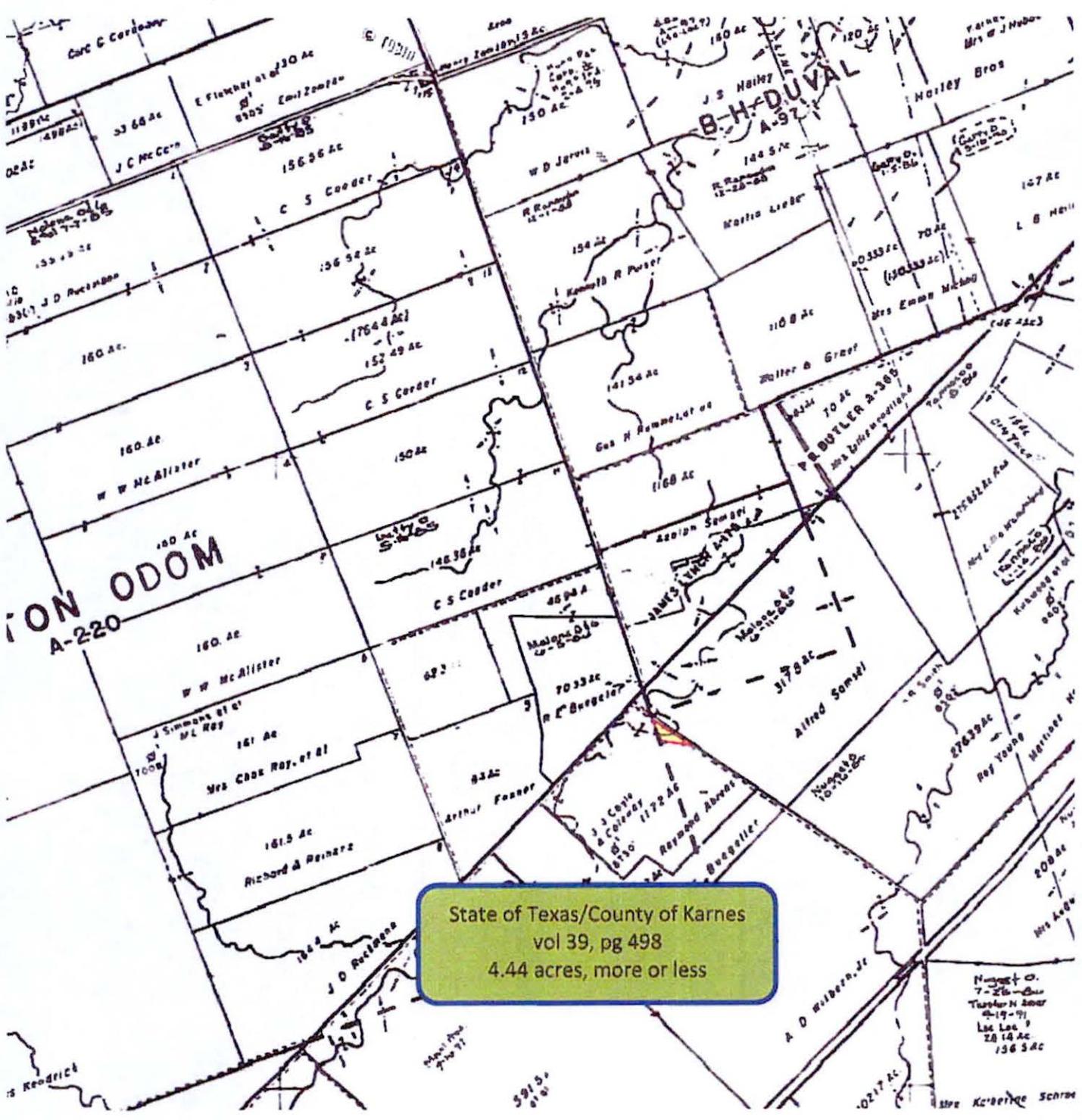
In testimony whereof, we do hereunto affix our hands and seal, using scroll for seal, this 27th day of June, A. D. One Thousand, Nine Hundred and Ten. (1910.)

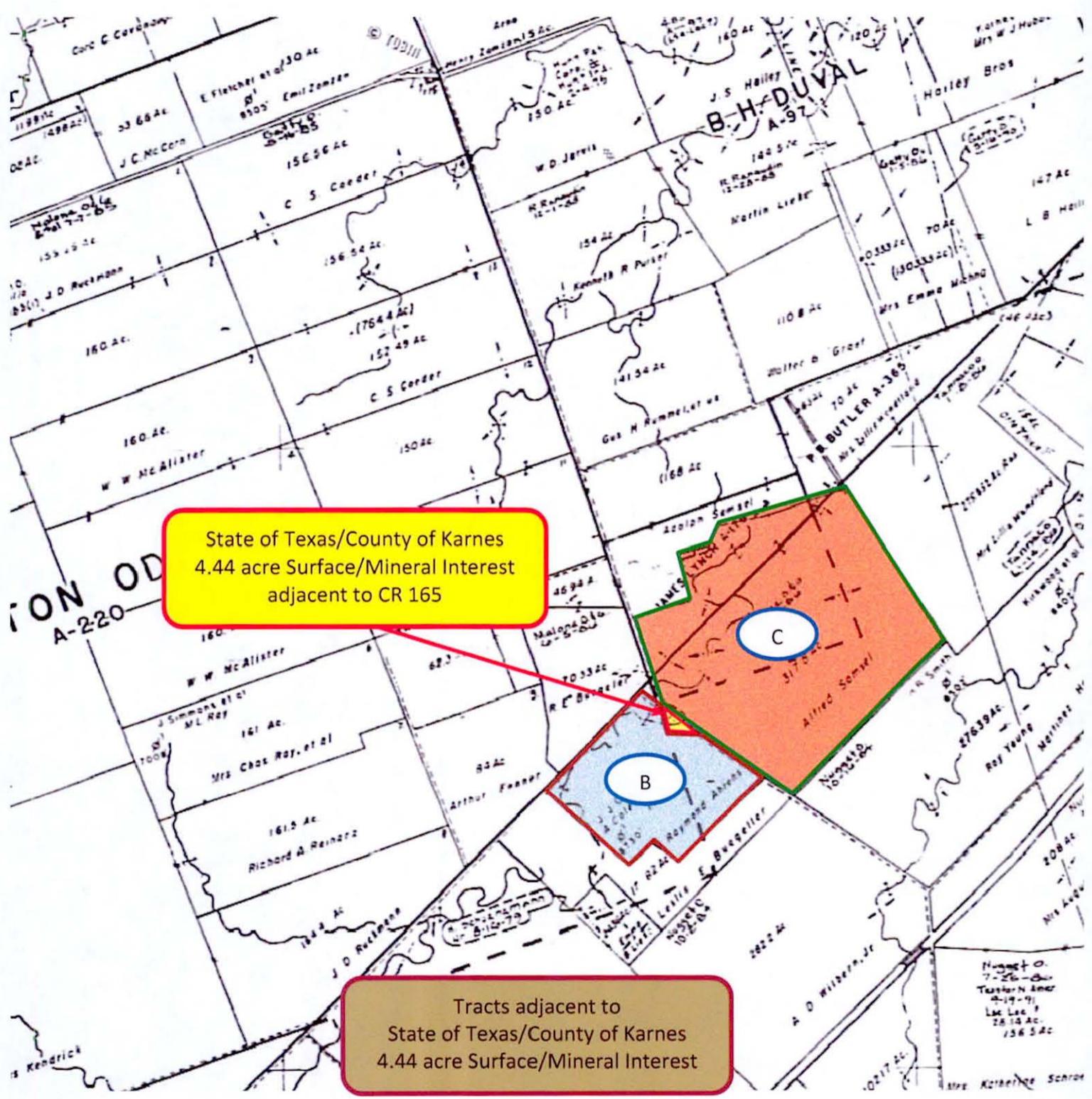
Lucy Pond, Lillian Cross.

The State of Texas, |

County of Galveston | Before me, the undersigned authority, a Notary Public in and for Galveston County, Texas, on this day personally appeared Mrs Lillian Cross, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100





State of Texas/County of Karnes
4.44 acre Surface/Mineral Interest
adjacent to CR 165

Tracts adjacent to
State of Texas/County of Karnes
4.44 acre Surface/Mineral Interest



SCHEDULE OF INTEREST

The Adjacent Lessors listed below is fully leased with Marathon Oil EF LLC at this time:

Tr B **Troy Douglas Andrews**
2705 Lakewood Ln
Carrollton TX 75006

Charlotte A Jones
1530 SE CR 3120
Corsicana TX 75109

Tr C **Roy A. Samsel, Carrie Sain and Velma Hrametz
and J. Paul Rainey**
PO Drawer 6468
Corpus Christi, TX 78466-6468

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the Public Records: Your social security number or your driver's license number.

Producers 88 (7/69) Paid-Up (JPR 04/16/08)
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 8th day of February 20 10, between

TROY DOUGLAS ANDREWS and CHARLOTTE A. JONES,

Lessor (whether one or more), whose addresses are: set forth in Paragraph 45 hereof,

and **TEXAS CRUDE ENERGY INC.,** Post Office Box 56586, Houston, Texas 77256-6586

Lessee,

WITNESSETH:

1. Lessor, in consideration of Ten and No/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for ~~surface or~~ subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, ~~employee houses~~ and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Karnes, State of Texas, and is described as follows:

117.2 acres of land, more or less, situated in the Carlos Martinez Grant, Abstract No. 6, Karnes County, Texas, being the same land more particularly described in that certain Deed dated August 31, 1987 from Troy B. Andrews and wife, Hazel C. Andrews to Andrews Trust, recorded in Volume 572, Page 865, Deed Records, Karnes County, Texas; including such land, if any, which may underlie roads, rights of way, or any easements on or adjoining said tract of land.

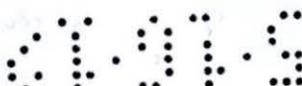
Reference to the above-mentioned document and record thereof, is hereby made for descriptive purposes only and not as to any quantum of interest.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 117.2 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~xxxxx~~ years from the date hereof, until July 5, 2014, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal ~~one-eighth one-fifth (1/5th)~~ part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such ~~one-eighth one-fifth (1/5th)~~ part of such oil at the wells as of the day it is run to the pipe line or storage tanks, ~~lessor's interest, in either case, to bear one-eighth one-fifth (1/5th) of the cost of treating oil to render it marketable pipe-line oil;~~ (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, ~~one-eighth one-fifth (1/5th)~~ of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of ~~one-eighth one-fifth (1/5th)~~ of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, ~~one-tenth one-fifth (1/5th)~~ either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be ~~one dollar (\$1.00) one-fifth (1/5th) per long-ton~~. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety (90) day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to ~~one dollar \$1.00~~ thirty-five dollars (\$35.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the _____ Bank at _____, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are allowed, permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size allowed, permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands



1939-0192-01

within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word operations shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time within 6 months after lease ends to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 400 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

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

Notwithstanding anything to the contrary in the foregoing eleven (11) paragraphs of this Oil, Gas and Mineral Lease, it is agreed and understood that the following provisions shall supplement or modify (not supercede or replace) the foregoing as applicable.

12. **DAMAGE AND SURFACE RESTORATION:** At the end of each drilling operation, or at the cessation of production from a well or wells on the leased premises (including the removal of facilities in connection with production), lessee shall proceed with reasonable diligence to restore the surface contour of the leased premises to as near its original condition as practicable, and lessee shall, at lessor's option, either (a) remove all drilling muds from the leased premises, or (b) spread such on the drill-site location. Lessee shall also level all pits or excavations made by it in its operations hereunder promptly after the need of its use thereof ceases and shall, when necessary, and requested by lessor, construct and maintain fences surrounding such pits or excavations to turn livestock until such time as said pits or excavations are leveled. Lessee shall pay for all injury or damage done or caused by lessee in its operations hereunder to any buildings, fences, roads, culverts, trees, livestock, growing crops, personal property, or other improvements on said land. Also, it is expressly agreed and provided that if any salt water or other deleterious substances shall come from or in any manner be extracted or produced from any well, or result from any drilling operations, then lessee, its successors or assigns, shall use diligence so as not to permit the same to flow on and over the leased premises, but shall contain the same in pits or excavations adjacent to the drilling site. In the event that any drilling on the leased premises shall result in production of a mineral covered by this lease, then all permanent machinery, equipment and pits shall be enclosed by a fence capable of restricting livestock from entering any such site.

13. **DAMAGES (LIQUIDATED):** It is specifically provided that Lessee shall pay Lessor the sum of Ten Thousand Dollars (\$10,000.00) as minimum damages for each well location and road thereto constructed upon the leased premises. Said payment to be tendered to Lessor prior to commencement of surface operations of each well location.

14. **FACILITIES (LOCATION):** Notwithstanding the general terms of grant contained in this lease, it is not intended to and does not include the right and privilege of lessee to erect and maintain any facilities not directly related to the production, treatment, and recovery of oil, gas, sulphur and other leased minerals from this lease or lands pooled herewith. All such facilities shall be only those reasonably necessary for production, treatment and recovery of the leased substances from this lease or lands pooled herewith. In the event any facilities are to be placed on the herein leased premises, lessee agrees to contact and consult with lessor or an authorized representative of lessor to select a location that is mutually and reasonably acceptable with particular reference to both convenience and usual industry practices; however, approval of such locations by lessor shall not be unreasonably withheld.

15. **FACILITIES (REMOVAL):** Lessee shall have the right at any time during or within one hundred eighty (180) days after the expiration of this lease in which to remove all personal property and fixtures placed or constructed by lessee on the herein leased premises including the right to draw and remove all casing placed in wells by lessee. Any personal property or fixtures of lessee not removed within the time limit so provided shall thereupon become the property of lessor.

16. **FENCES:** In the event it becomes necessary or convenient for lessee to cut any fences in lessee's operations hereunder, lessee shall adequately brace any such fence on both sides of such cut so as to prevent slacking of the wires. Lessee shall, at lessee's option, promptly install either a gate of substantial quality for such purposes or cattleguard in any such opening and when such opening is no longer needed or desired by lessee, lessee shall at lessor's election, either remove any such gate or cattleguard and permanently close any such opening with the same type of fence material as the fence adjoining any such opening and to a condition not less than the existing fence or leave same in place and in which event such gate or cattleguard will become, free of expense, the property of lessor upon the termination of this lease.

17. **HUNTING:** Neither lessee nor its agents, servants, invitees, employees or independent contractors shall have any right to fish or hunt upon the herein leased premises without the express written permission of the entity then in possession of such rights.

18. **LOCATION NOTICE:** Prior to preparing a drilling location upon the leased premises, lessee shall make a reasonable effort to notify lessor prior to entrance on the leased premises and advise lessor of the approximate date of entry and, at such time, also advise lessor of the proposed location of the well to be drilled on the leased premises.

19. **OIL AND GAS ONLY:** Subject to paragraph 7 above, this lease covers only oil, gas and sulphur, including all gaseous, liquid and liquefiable hydrocarbons, as well as other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover any other minerals or substances of any type which shall be produced from the leased premises separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.



20. **PIPELINES:** Any permanent pipeline constructed hereunder shall be buried at least 30 inches beneath the surface of the land when measured from the normal surface of the land to the top of any such pipeline.

21. **PLUGGING:** Upon the abandonment of any well drilled hereunder, whether the same shall have produced or not, any such well shall be plugged and abandoned by lessee in strict conformance with the rules and regulations of the Railroad Commission of the State of Texas, and the casing cut off at least 36 inches below the normal surface of the land.

22. **POOLING (MINIMUM ACREAGE), VERTICALLY DRILLED WELLS:** Should lessee exercise its option to pool, as provided herein, and the unit well is a vertical well and is located on one of the herein leased tracts, said option to pool is hereby limited so that not less than one-half (1/2) of the total acreage of said tract then covered hereby shall be included in any such pooled unit, unless the pooled portion of the said tract constitutes at least one-half (1/2) of the total acreage in any such pooled unit. If lessee has previously pooled a portion or portions of said tract in one or more pooled units and there yet remains additional unpooled acreage insufficient in size to qualify herein, then lessee may pool any of such additional unpooled acreage in another unit. Provided, however, that any such pooled unit meeting these requirements can be formed in compliance with the rules and regulations of the Railroad Commission of Texas or other governing authority having jurisdiction.

23. **POOLING (SPLIT DEPTHS):** Notwithstanding anything to the contrary hereinabove, the pooling provisions as they pertain to a vertical oil well, may be utilized solely for the purpose of forming an oil unit or units composed of remnants of the leased premises (i.e., portions of the leased premises remaining after the leased premises have been fully developed as provided herein). The size of any such pooled oil unit or units shall not exceed the total sizes as set forth below:

- (a) Forty (40) acres plus a tolerance of ten percent (10%) thereof surrounding an oil well producing or capable of producing from a well drilled to a depth not more than 7,000 feet below the surface; and
- (b) Eighty (80) acres plus a tolerance of ten percent (10%) thereof surrounding an oil well producing or capable of producing from a well drilled to a depth greater than 7,000 feet below the surface.

Regarding the right to pool for the production of gas from a vertical well, and for the production of oil or gas from a horizontal well, the size of any such pooled unit shall not exceed the total sizes as set forth below:

- (c) Three hundred twenty (320) acres plus a tolerance of ten percent (10%) thereof surrounding a vertical gas well producing or capable of producing from a well drilled to a depth not greater than 7,000 feet below the surface; and
- (d) Six hundred forty (640) acres plus a tolerance of ten percent (10%) thereof surrounding a vertical gas well producing or capable of producing from a well drilled to a depth greater than 7,000 feet below the surface; and
- (e) Six hundred forty (640) acres plus a tolerance of ten percent (10%) thereof surrounding a horizontal well producing or capable of producing either oil or gas.

However, larger units may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

24. **POOLING, HORIZONTALLY DRILLED WELLS:** The provisions hereof regarding the pooling of acreage into oil and gas units shall be amended by adding the following: in the event lessee horizontally drills one or more wells for the production of oil and gas, or either of them, and elects to pool acreage for such well or wells, such unit or units shall not substantially exceed the amount of acreage allowed under the provisions of this lease or as permitted by the governmental authority having jurisdiction for the drilling or operation of a well at a regular location or for obtaining the maximum allowable of production from the horizontally drilled well or wells in each unit, whichever is larger. For each unit lessee shall file of record an instrument describing and designating the pooled acreage as a pooled unit, but each unit shall be effective as of the date of the commencement of drilling of the well as to all parties hereto, their heirs, successors and assigns, if such instrument is filed for record on or before ninety (90) days after the date the horizontally drilled well has reached terminus, as defined by the Railroad Commission of Texas, or other lawful authority, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. For any such instrument filed for record more than ninety (90) days after the horizontally drilled well has reached its terminus, the unit shall be effective upon recordation. Once any unit is formed under the provisions of this lease, any subsequent reduction in the size of units permitted by governmental authority shall not affect the units previously formed. If this lease now or hereafter covers separate tracts, no pooling or unitization or communitization of royalty interests as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within this lease and no such pooling or unitization or communitization of royalty interests shall result from the ratification of this lease by any or all non-executive interest owners; however, lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided in this provision. This lease is not intended and shall not be construed to be a community lease and, unless pooled or unitized in accordance with the authorization set forth in this provision, no apportionment of royalties shall occur under this lease. As used in this provision, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from the royalty ownership in any other part of the leased premises. Lessee shall have the further right, after the formation of one or more units under the provisions hereof, at lessee's option, to rearrange, diminish or enlarge the unit or units thus formed or to combine the unit or units thus formed with another unit or units so as to rearrange or consolidate leasehold and royalty interest in the pool or reservoir to an extent sufficient to cover and conform to all or part of the known productive area. In such event, lessor's royalty participation shall be adjusted to conform with the revised unit; in the event of a reduction in lessor's royalty participation, lessor shall not be required to account for any royalties theretofore paid. Any revised unit shall become effective at 7:00 am. on the first day of the month following the date of lessee's filing of a notice in the records of the county in which the lands affected by the prior unit or units and the revised unit are located, designating the unit or units being changed and describing the revised unit. As amended hereby, the pooling provisions of this lease shall be in full force and effect.

25. **RELEASES:** Concerning termination of any portion of the herein leased premises from any cause, after such event and upon written request by lessor, lessee shall furnish lessor within ninety (90) days after any such request after any such termination of this lease a duly executed and recordable instrument releasing or evidencing the termination of the lease as to that portion of the leased premises upon which said lease has terminated.

26. **ROADWAYS:** Before constructing any roads on said leased premises, lessee agrees to contact and consult with lessor or an authorized representative of lessor to select a location that is mutually and reasonably acceptable; however, approval of such road location by lessor shall not be unreasonably withheld. Lessee, at lessee's sole cost and expense, agrees to repair any damages to any terraces which may be occasioned through lessee's operations hereunder. Any roadways deemed necessary to lessee hereunder shall occupy the minimum of space and shall be constructed and maintained in such way as not to prevent the surface drainage of the lands, and upon the termination of this lease at lessor's option, (notice of such option shall be made to lessee within sixty (60) days after said termination) lessee shall use reasonable efforts to remove all surface material, such as caliche, gravel, and asphalt on said roadways, and said roadways and the adjacent ditches, if any, shall be leveled to as near the original contour of the land as is reasonably practical. Lessee agrees to maintain in good condition all existing roads on the leased premises which are used by lessee in lessee's operations hereunder; and upon termination of this lease, lessee agrees to leave said roads in as good condition as same existed prior to lessee's use thereof.

27. **ROYALTY:** Lessor's royalties as herein provided shall not bear either directly or indirectly any costs and expenses of lifting, gathering, dehydration, transportation (except transportation of oil and other products by truck) or single stage compression.

28. **ROYALTY (MARKET VALUE):** Notwithstanding any of the provisions herein contained, royalty paid to lessor hereunder for gas, casinghead gas, or other gaseous substances shall be computed on the fair market value at the mouth of the well, but shall not be less than the average of the prices paid under comparable circumstances for gas of like kind, quantity, and quality from the field from which such is being produced; provided, however, that for purposes hereof, any contract prudently entered into by lessee in good faith, at arm's length, and upon terms and conditions consistent with the petroleum industry practices for the best prices obtainable (other than with any subsidiary, or any company or other entity with which lessee is affiliated by stock ownership or otherwise) for the sale of such gas shall be deemed to be a sale of the gas at the market value thereof, and if lessee contracts to sell gas to a subsidiary, or any company or other entity with which lessee is affiliated by stock ownership or otherwise, such contract shall be entered into by lessee in good faith, and upon terms and conditions consistent with the petroleum industry practices for the best prices obtainable for the sale of such gas. If the above criteria for securing the best prices obtainable is satisfied, then the market value at the mouth of the well shall be interpreted to mean the contract delivered price received by lessee for all such products produced from the leased premises or lands pooled therewith. In all other cases, fair market value shall mean the average of the prices paid under comparable circumstances for gas of like kind, quantity, and quality from the field from which such is being produced.

29. **ROYALTY (MINIMUM):** After the expiration of the primary term, if during any one-year period, the anniversary date of which shall be the first day of the month next following the sale of the first production hereunder, oil or gas is produced and marketed and the payments to lessor under this lease during the particular year amounts to less than thirty-five dollars (\$35.00) per net mineral acre of land then subject to this lease at the end of such particular year, then lessor shall notify lessee of such deficiency in payments made during any annual period within ninety (90) days after the end of any such period and lessee shall pay or tender to the owners of royalty hereunder or to such owner's credit in the depository bank herein named, as payment under this lease, a sum by lessee's check or draft equal to the difference between the total of such payments made under this lease for such year and such sum of thirty-five dollars (\$35.00) per net mineral acre for the number of acres as to which this lease is in force at the end of such year.

30. **ROYALTY PAYMENTS:** As to payment of royalties under this lease, lessee shall pay all royalties due in a timely manner and in accordance with the V.T.C.A. Natural Resources Code, Sections 91.401 through 91.405.



31. **SALT WATER DISPOSAL:** All salt water shall be disposed of in accordance with applicable rules and regulations of any governmental authority having jurisdiction. Furthermore, no salt water from other leaseholds from which no portion of the herein leased premises are pooled therewith shall be injected into the herein leased premises from a location situated on the herein leased premises without lessor's written consent and lessee agrees to use reasonable diligence so as to prevent the contamination of any fresh water bearing sands.

32. **3-D SEISMIC OPERATIONS:** Lessor hereby acknowledges that this grant includes the right and authority for lessee to conduct seismic operations utilizing any method. However, should lessee utilize the "3-D" method, lessee shall pay the surface owner prior to beginning such operations the sum of Ten Dollars (\$10.00) per surface-acre owned out of the land above described, to the extent included in the seismic survey. The damage and surface restoration provisions as set forth herein shall not be diminished by the inclusion of this paragraph.

33. **SEPARATOR:** Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease, or at lessee's option lessee may sell said gas to a third party provided that any such sales contracts provide a BTU adjustment to insure payment for all liquid hydrocarbons contained in said gas.

34. **SHUT-IN GAS PAYMENTS:** This lease cannot be perpetuated under the provisions hereof providing for payment of shut-in gas payments in lieu of actual production, for a period of more than twenty-four (24) consecutive months beyond the primary term; provided, however, after such twenty-four (24) month period, lessee shall have the recurring right to shut-in such well or wells on various occasions, for mechanical difficulties or equipment reasons, to negotiate gas sales contracts, for the absence of a favorable market, to construct or repair surface facilities (which may be situated on lands other than those described herein and which may include a gas processing plant), construct, maintain or replace a pipeline(s) carrying products from the herein leased lands or lands pooled therewith, or under other such similar circumstances.

35. **TERMINATION:** If, at the end of three (3) years beyond the expiration of the primary term hereof, a portion or portions of the land herein leased is pooled or unitized with other land(s) or lease(s) so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force and effect as to that portion of the lease premises not included in such pooled unit or units, as well as all depths one hundred feet below the stratigraphic equivalent of the deepest depth drilled in a well on the leased premises or lands pooled therewith. The lease may be maintained in force and effect as to any portion of the leased premises covered hereby and not included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the expiration of the three (3) year period beyond the expiration of the primary term, Lessee is then engaged in drilling or reworking operations on the non-unitized portion of the leased premises or on acreage pooled therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the lease premises or lands pooled therewith within one hundred eighty (180) days prior to the end of such three (3) year period, this lease shall remain in full force and effect as to all non-unitized premises so long as Lessee commences drilling operations on the non-unitized portion of the leased premises or on acreage pooled therewith within one hundred eighty (180) days within the completion of such well as a producer or dry hole and conducts continuous operations thereon with no cessation of longer than one hundred eighty (180) days between the completion of drilling or reworking operations on a well and the commencement of such operation for the next succeeding well.

Notwithstanding the foregoing, in the event of a partial termination of this lease under the provisions herein, it is agreed that lessee shall have and retain such easements of ingress and egress over the lands covered hereby to enable lessee to develop and operate the portion or portions of this lease then in effect for the production of oil and gas from the leased premises or land pooled therewith, and it is further agreed that it shall not be necessary for lessee to remove or relocate any pipelines, tank batteries, or other surface equipment or installation from any portions of this lease which have terminated so long as same continues to be used for the development and operation of such portions of this lease as are continued in force and effect.

36. **VENUE:** In the event of any litigation, lawsuit or action between the parties hereto arising out of, incidental to, or in connection with this lease agreement, the venue for such litigation, suit or action shall be in the county in which the land covered hereby is situated.

37. **WARRANTY (SPECIAL):** Lessor, in the capacity hereinabove stated and in no other, hereby warrants and agrees to defend title to said land only by, through and under lessor, and no further, against the claims of all persons.

38. **WATER WELLS:** Lessee agrees after cessation of use of any water well drilled by lessee on the leased premises, and prior to plugging or removing the casing therefrom, to notify and tender such water well to lessor, and at such time advise lessor of the salvage value of the casing in said well. In the event lessor shall elect to accept such water well, such election shall be within twenty-four (24) hours after notice from lessee, and lessor shall pay lessee the salvage value of such casing and said well shall become the property of lessor, relieving lessee of any further obligations and liability concerning said water well.

39. **WATER WELL CONVERSION:** In the event any well drilled in search of oil and/or gas on the leased premises and such well is to be abandoned as a dry hole immediately following drilling, logging and/or testing operations, lessee agrees, before plugging such well, to tender such well to lessor, and if lessor shall elect to accept the same for completion as a water well, such election shall be made prior to the calling of a cement company to plug said well (which call may be immediate). Such election by lessor to accept said well may be made in advance and contingent upon same being a dry hole. If said election by lessor is not made in advance, it shall be lessor's responsibility to maintain contact with lessee, its agents, contractor and/or assigns, in contemplation of lessee's desire to abandon said well and lessor shall be prepared to make an immediate decision as to such election to accept same for completion as a water well. In the event lessor accepts such well, lessee agrees to install a cement plug at the bottom of the surface casing of such well, or at such a depth as lessor shall designate, and a removable swage at the top of the surface casing and deliver such well to lessor for completion as a water well; but lessor shall first execute the necessary forms and applications to the Railroad Commission of Texas, and/or other regulatory agencies, relieving lessee of any further obligations and liability.

40. **WELL TO LESSOR:** In the event any well drilled on the leased premises is completed as a producer of oil and/or gas and such well does not produce or ceases to produce in paying quantities and is later abandoned, lessee agrees that after the removal of production casing and/or downhole production equipment and before plugging such well, to tender such well to lessor, and if lessor shall elect within ten (10) days after the receipt of notice from lessee, to accept the same for completion as a water well, lessee agrees to install a cement plug at the bottom of the surface casing of such well, or at such a depth as lessor shall designate, and a removable swage at the top of the surface casing and deliver such well to lessor for completion as a water well; but lessor shall first execute the necessary forms and applications to the Railroad Commission of Texas, and/or other regulatory agencies, relieving lessee of any further obligations and liability. If lessor shall not elect to accept such well within such ten (10) day period after notice, lessee shall plug and abandon such well in accordance with the rules and regulations of the Railroad Commission of Texas.

41. **PREFERENTIAL RIGHT:** If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer acceptable to Lessor to grant an additional lease (top lease) covering all or part of the leased premises, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease and include a copy of the lease form to be utilized, which form should reflect all pertinent and relevant terms and conditions of the top lease. For fifteen (15) days after receipt from Lessor of a complete copy of any such offer, Lessee shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer by advising Lessor in writing, prior to the expiration of said fifteen (15) day period, of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. Lessee shall promptly thereafter furnish Lessor a lease and Lessee's bank draft payable to Lessor, subject to approval of title, which lease Lessor shall promptly execute and return in accordance with instructions provided by Lessee. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.

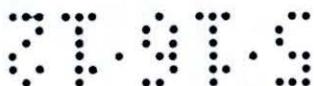
42. **INDEMNITY:** Lessee shall indemnify and hold harmless lessor, lessor's heirs, representatives and assigns, against any and all expenses, claims, demands, liabilities and causes of action of any nature for injury or death of persons and/or loss or damage to property caused by lessee's operations on the leased premises or lands pooled therewith or by lessee's marketing or production therefrom or by lessee's violation of any environmental law, rule or regulation.

43. **PARAGRAPH HEADINGS:** The paragraph headings set forth herein shall not be construed as altering, amending, or affecting this instrument or any of its terms and provisions, but all such terms and provisions of such instrument shall apply to and shall be construed in the same manner as if said instrument had been written without paragraph headings.

44. **MULTIPLE COUNTERPARTS:** This lease may be executed in multiple counterparts, all of which shall be construed together and shall constitute one instrument. The provisions hereof shall be binding on all parties who join herein, whether or not this instrument or any counterpart hereof is signed by all the parties hereof, to the same extent and with like effect as though all the parties hereto had executed each counterpart.

45. **PAYMENTS - DIVISION:** Notwithstanding any provisions of this lease with reference solely to the amount of bonus, each party named below opposite his/her name (or opposite his/her name and the name of other parties, jointly) hereby designate the total percentage of such payments payable under this lease to such party (or to such parties jointly, as the case may be) as follows.

CREDIT TO	PROPORTION
Troy Douglas Andrews 2705 Lakewood Lane Carrollton, Texas 75006	.50000000
Charlotte A. Jones 1530 SE County Road 3120 Corsicana, Texas 75109	.50000000



46. SUPERSEDING LEASE. This Lease shall be in lieu of, replace and supersede that certain Oil, Gas and Mineral Lease, as such Lease may have been heretofore amended and or modified, said Lease being dated July 5, 2001 from Andrews Trust, acting herein through Troy Douglas Andrews, Trustee to J. Paul Rainey, recorded in Volume 762, Page 363, Official Records, Karnes County, Texas. This lease shall replace and supersede the aforementioned Lease only as to the lands and interest bound hereby.

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

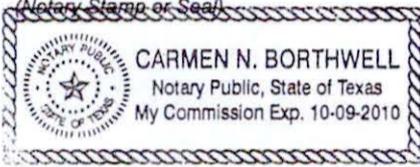
Troy Douglas Andrews
Troy Douglas Andrews

Charlotte A. Jones
Charlotte A. Jones

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 16th day of February, 2010, by **Troy Douglas Andrews.**

(Notary Stamp or Seal)

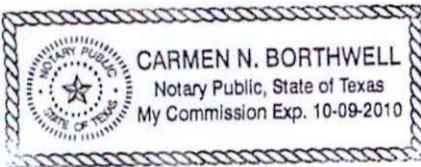


Carmen M. Borthwell
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 16th day of February, 2010, by **Charlotte A. Jones.**

(Notary Stamp or Seal)



Carmen M. Borthwell
Notary Public in and for the State of Texas

21075

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

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF KARNES §

As of February 8, 2010, Troy Douglas Andrews and Charlotte A. Jones, whose mailing addresses are set forth below, Lessor(s), delivered to Texas Crude Energy, Inc., whose address is P. O. Box 56586, Houston, Texas 77256-6586, Lessee, an Oil, Gas and Mineral Lease (the "Lease") in which Lessor granted, leased and let to Lessee all of Lessor's mineral interest in the lands (the "Lands") located in Karnes County, Texas described as follows:

117.2 acres of land, more or less, situated in the Carlos Martinez Grant, Abstract No. 6, Karnes County, Texas, being the same land more particularly described in that certain Deed dated August 31, 1987 from Troy B. Andrews and wife, Hazel C. Andrews to Andrews Trust, recorded in Volume 572, Page 865, Deed Records, Karnes County, Texas; including such land, if any, which may underlie roads, rights of way, or any easements on or adjoining said tract of land.

Reference to the above-mentioned document and record thereof, is hereby made for descriptive purposes only and not as to any quantum of interest.

The Lease grants Lessee, for the term from the date hereof to and including January 15, 2014 and upon the terms and conditions therein stated, the exclusive rights to explore for, drill for, produce and market oil, gas and other hydrocarbons from the Lands during the term of the Lease; construct and maintain such facilities as are provided for in the Lease; and the right of ingress and egress through, on, over and across the Lands.

This Memorandum of Oil and Gas Lease is executed by Lessor and Lessee and placed of record in the county in which the Lands are located for the purpose of placing all persons on notice of the existence of the Lease which is not at the request of both parties, being filed of record.

Executed this 16 day of February, 2010.

LESSOR

Troy Douglas Andrews
TROY DOUGLAS ANDREWS
2705 Lakewood Lane
Carrollton, Texas 75006

Charlotte A. Jones
CHARLOTTE A. JONES
1530 SE County Road 3120
Corsicana, Texas 75109

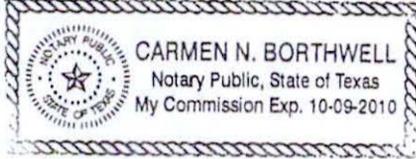
1939-0192-01



STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 16th day of February, 2010, by **Troy Douglas Andrews.**

(Notary Stamp or Seal)

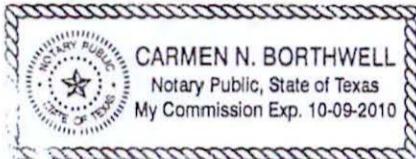


Carmen N. Borthwell
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 16th day of February, 2010, by **Charlotte A. Jones.**

(Notary Stamp or Seal)



Carmen N. Borthwell
Notary Public in and for the State of Texas

Filed for Record in:
Karnes County
On: Mar 15, 2010 at 11:51A
As a:
Recording Official Record
Document Number: 00087215
Amount: 20.00
Receipt Number - 26255
By:
Cecelia Vajdos

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
Mar 15, 2010

Alva Jonas, County Clerk
Karnes County

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Amendment to Oil, Gas and Mineral Lease And Agreement to Extend Primary Term

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS, THAT:
COUNTY OF KARNES §

WHEREAS, heretofore, on the 24th day of July, 2001, ROY A. SAMSEL, CARRIE SAIN, and VELMA HRAMETZ, c/o Carrie Sain, 1319 Corazone Ave., Alice, Texas 78332 as Lessor(s), did deliver to J. Paul Rainey, as Lessee, a certain Oil, Gas and Mineral Lease, recorded in Volume 762, Page 400, in the Official Records of Karnes County, Texas, covering certain lands situated in Karnes County, Texas, and described as follows:

318.63 acres of land, more or less, a part of the Carlos Martinez Survey, Abst-6; the James Lynch Survey, Abst.-178; and the P.B. Butler Survey, Abst.-365, Karnes County, Texas and being the same land described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al and of record in Volume 574, Page 266, Official Records, Karnes County, Texas, including such land, if any which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.

and; WHEREAS, said Oil, Gas and Mineral Lease and all rights and privileges thereunder are now owned and held by Texas Crude Energy, Inc., whose address is 2803 Buffalo Speedway, Houston, Texas 77098;

NOW THEREFORE, the undersigned, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do agree that Paragraph 2 of said lease is hereby amended to read as follows:

Notwithstanding anything herein to the contrary, unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term from the date hereof to and including JULY 24, 2011, hereunder called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

EXCEPT as amended hereby, said Oil, Gas and Mineral Lease shall remain unchanged, and for the consideration herein provided, the undersigned Lessor and Lessee hereby ratify, confirm and adopt said Oil, Gas and Mineral Lease as hereby amended and acknowledge that same is valid, subsisting and in full force and effect and the undersigned Lessor(s) do hereby grant, assign and let the lands described in said Oil, Gas and Mineral Lease to the said Lessee, its successors and assigns, upon all and singular the terms and provisions of said Oil, Gas and Mineral Lease as amended hereby.

This agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto.

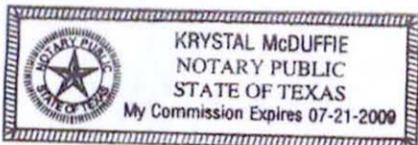
EXECUTED on this 3rd day of March, 2006.

Lessor
Roy A. Samsel
ROY A. SAMSEL
2225 W. Park Row
Corsicana, Texas 75110

Lessee
TEXAS CRUDE ENERGY, INC.
K. C. Weiner, President

STATE OF TEXAS §
COUNTY OF DALLAS §

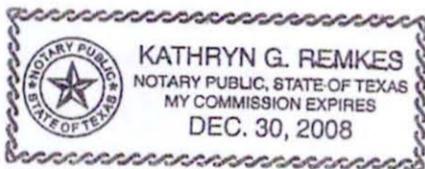
This instrument was acknowledged before me on this 3rd day of March, 2006 by ROY A. SAMSEL..



Krystal McDuffie
Notary Public for the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 25, 2006 by K. C. Weiner, President of Texas Crude Energy, Inc.



Kathryn G. Remkes
Notary Public for the State of Texas

Filed for Record in:
Karnes County
On: May 04, 2006 at 10:29A
As a:
Recording Official Record
Document Number: 00072110
Amount: 20.00
Receipt Number - 8160
By:
Frances Guerra

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Karnes County
as stamped hereon by me.
May 04, 2006

Honorable Alva Jonas, County Clerk
Karnes County

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 24th day of July, 2001, between

Roy A. Samsel, Carrie Sain and Velma Hrametz

Lessor (whether one or more), whose address is: c/o Carrie Sain, 1319 Corazon Ave., Alice, Texas 78332-3153
and **J. Paul Rainey**, Post Office Drawer 6468, Corpus Christi, Texas 78466-6468

Lessee,

WITNESSETH:

1. Lessor, in consideration of Ten and No/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the Counties of Karnes, State of Texas, and is described as follows:

318.63 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6, the James Lynch Survey, Abstract No. 178 and the P.B. Butler Survey, Abstract No. 365, Karnes County, Texas, being the same land more particularly described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al, recorded in Volume, 574, Page 266, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land. Reference to the above-mentioned document(s) and record thereof, is hereby made for descriptive purposes only.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 318.63 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal ~~one-eighth one-sixth~~ one-sixth (1/6th) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such ~~one-eighth one-sixth~~ one-sixth (1/6th) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear ~~one-eighth one-sixth~~ one-sixth (1/6th) of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, ~~one-eighth one-sixth~~ one-sixth (1/6th) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of ~~one-eighth one-sixth~~ one-sixth (1/6th) of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be ~~one dollar (\$1.00)~~ three dollars \$3.00 per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety (90) day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to ~~one dollar \$1.00~~ ten dollars (\$10.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the _____ Bank at _____, Account # _____, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or utilize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

NOV 07 62 PAGE 400

6. Whenever used in this lease the word "operations" shall mean operations for and any or all of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

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

Notwithstanding anything to the contrary in the foregoing eleven (11) paragraphs of this Oil, Gas and Mineral Lease, it is agreed and understood that the following provisions shall supplement or modify (not supercede or replace) the foregoing as applicable.

12. **DAMAGE AND SURFACE RESTORATION:** At the end of each drilling operation, or at the cessation of production from a well or wells on the leased premises (including the removal of facilities in connection with production), lessee shall proceed with reasonable diligence to restore the surface contour of the leased premises to as near its original condition as practicable, and lessee shall, at lessor's option, either (a) remove all drilling muds from the leased premises, or (b) spread such on the drill-site location. Lessee shall also level all pits or excavations made by it in its operations hereunder promptly after the need of its use thereof ceases and shall, when necessary, and requested by lessor, construct and maintain fences surrounding such pits or excavations to turn livestock until such time as said pits or excavations are leveled. Lessee shall pay for all injury or damage done or caused by lessee in its operations hereunder to any buildings, fences, roads, culverts, trees, livestock, growing crops, personal property, or other improvements on said land. Also, it is expressly agreed and provided that if any salt water or other deleterious substances shall come from or in any manner be extracted or produced from any well, or result from any drilling operations, then lessee, its successors or assigns, shall use diligence so as not to permit the same to flow on and over the leased premises, but shall contain the same in pits or excavations adjacent to the drilling site. In the event that any drilling on the leased premises shall result in production of a mineral covered by this lease, then all permanent machinery, equipment and pits shall be enclosed by a fence capable of restricting livestock from entering any such site.

13. **DAMAGES (LIQUIDATED):** It is specifically provided that Lessee shall pay Lessor the sum of Three Thousand Dollars (\$3,000.00) as minimum damages for each well location and road thereto constructed upon the leased premises. Said payment to be tendered to Lessor prior to commencement of surface operations of each well location.

14. **DAMAGES, SEISMIC:** Lessor hereby grants permission to Lessee to enter upon the lands described herein with necessary seismograph equipment in order to conduct 3-D geophysical survey operations across and over said lands. Lessee agrees to conduct its geophysical survey operations in such manner as to leave the surface of the lands in as near its original condition as reasonably possible. Lessee will pay Lessor five dollars (\$5.00) per acre for surface acreage owned by Lessor and included in this lease as full payment for any damages sustained by the lands as a result of Lessee's geophysical survey operations within thirty days of conclusion of operations on this land. Lessee shall use due care to avoid damage to the lands described herein and to all timber, crops, animals, structures, facilities and improvements located on said lands. Lessee will repair all roads, fences, pipelines, and other structures, facilities and improvements on said lands which are damaged by any of Lessee's operations. Lessee will hold Lessor free and harmless from any claims that may result from lessor's operations.

Lessor certifies to Lessee that Lessor has the legal right to grant Lessee permission to enter upon the lands to conduct the geophysical survey. In the event there are tenants or sub-tenants whom lessor has not identified to Lessee, Lessor hereby agrees to obtain at no cost to Lessee their permission for Lessee to enter upon the lands to conduct the geophysical survey operations. This permission shall be valid for the term of this lease.

15. **FACILITIES (LOCATION):** Notwithstanding the general terms of grant contained in this lease, it is not intended to and does not include the right and privilege of lessee to erect and maintain any facilities not directly related to the production, treatment, and recovery of oil, gas, sulphur and other leased minerals from this lease or lands pooled herewith. All such facilities shall be only those reasonably necessary for production, treatment and recovery of the leased substances from this lease or lands pooled herewith. In the event any facilities are to be placed on the herein leased premises, lessee agrees to contact and consult with lessor or an authorized representative of lessor to select a location that is mutually and reasonably acceptable with particular reference to both convenience and usual industry practices; however, approval of such locations by lessor shall not be unreasonably withheld.

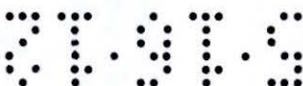
16. **FACILITIES (REMOVAL):** Lessee shall have the right at any time during or within one hundred eighty (180) days after the expiration of this lease in which to remove all personal property and fixtures placed or constructed by lessee on the herein leased premises including the right to draw and remove all casing placed in wells by lessee. Any personal property or fixtures of lessee not removed within the time limit so provided shall thereupon become the property of lessor.

17. **FENCES:** In the event it becomes necessary or convenient for lessee to cut any fences in lessee's operations hereunder, lessee shall adequately brace any such fence on both sides of such cut so as to prevent slackening of the wires. Lessee shall, at lessee's option, promptly install either a gate of substantial quality for such purposes or cattleguard in any such opening and when such opening is no longer needed or desired by lessee, lessee shall at lessor's election, either remove any such gate or cattleguard and permanently close any such opening with the same type of fence material as the fence adjoining any such opening and to a condition not less than the existing fence or leave same in place and in which event such gate or cattleguard will become, free of expense, the property of lessor upon the termination of this lease.

18. **HUNTING:** Neither lessee nor its agents, servants, invitees, employees or independent contractors shall have any right to fish or hunt upon the herein leased premises without the express written permission of the entity then in possession of such rights.

19. **LOCATION NOTICE:** Prior to moving the drilling equipment onto the premises, lessee shall make a reasonable effort to notify lessor prior to entrance on the leased premises for drilling purposes of the approximate date of its entry and, at such time, also advise lessor of the specific location of any well to be drilled on the leased premises.

20. **OIL AND GAS ONLY:** This lease covers only oil, gas and sulphur, including all gaseous, liquid and liquefiable hydrocarbons, as well as other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this lease does not cover any other minerals or substances of any type which shall be produced from the leased premises separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.



21. **PIPELINES:** Any permanent pipeline constructed hereunder shall be buried at least 30 inches beneath the surface of the land when measured from the normal surface of the land to the top of any such pipeline.

22. **PLUGGING:** Upon the abandonment of any well drilled hereunder, whether the same shall have produced or not, any such well shall be plugged and abandoned by lessee in strict conformance with the rules and regulations of the Railroad Commission of the State of Texas, and the casing cut off at least 36 inches below the normal surface of the land.

23. **POOLING (MINIMUM ACREAGE):** Should lessee exercise its option to pool, as provided herein, and the unit well is located on one of the herein leased tracts, said option to pool is hereby limited so that not less than one half (1/2) of the total acreage of said tract then covered hereby shall be included in any such pooled unit, unless the pooled portion of the said tract constitutes at least one-half (1/2) of the total acreage in any such pooled unit. If lessee has previously pooled a portion or portions of said tract in one or more pooled units and there yet remains additional unpooled acreage insufficient in size to qualify herein, then lessee may pool any of such additional unpooled acreage in another unit. Provided, however, that any such pooled unit meeting these requirements can be formed in compliance with the rules and regulations of the Railroad Commission of Texas or other governing authority having jurisdiction.

24. **POOLING (SPLIT DEPTHS):** The pooling provisions as they pertain to oil only as provided in the pooling clause above, may be utilized solely for the purpose of forming an oil unit or units composed of remnants of the leased premises (i.e., portions of the leased premises remaining after the leased premises has been fully developed as provided herein). The size of any such pooled oil unit or units shall not exceed the total sizes as set forth below:

- (a) Forty (40) acres plus a tolerance of ten percent (10%) thereof surrounding an oil well producing or capable of producing from a well drilled to a depth not more than 7,000 feet below the surface; and
- (b) Eighty (80) acres plus a tolerance of ten percent (10%) thereof surrounding an oil well producing or capable of producing from a well drilled to a depth greater than 7,000 feet below the surface.

Regarding the right to pool for the production of gas, as said rights are set forth in paragraph 4 above, the size of any such pooled gas unit shall not exceed the total sizes as set forth below:

- (c) Three hundred twenty (320) acres plus a tolerance of ten percent (10%) thereof surrounding a gas well producing or capable of producing from a well drilled to a depth not greater than 7,000 feet below the surface; and
- (d) Six hundred forty (640) acres plus a tolerance of ten percent (10%) thereof surrounding a gas well producing or capable of producing from a well drilled to a depth greater than 7,000 feet below the surface.

However, Should governmental authority having jurisdiction permit or prescribe the creation of larger or smaller units in order to obtain the maximum proration allowable, then such units shall be reduced or increased in size to conform to the requirements for such allocation units.

25. **POOLING, HORIZONTALLY DRILLED WELLS:** The provisions hereof regarding the pooling of acreage into oil and gas units shall be amended by adding the following: In the event lessee horizontally drills one or more wells for the production of oil and gas, or either of them, and elects to pool acreage for such well or wells, such unit or units shall not substantially exceed the amount of acreage permitted by the governmental authority having jurisdiction for the drilling or operation of a well at a regular location or for obtaining the maximum allowable of production from the horizontally drilled well or wells in each unit. For each unit lessee shall file of record an instrument describing and designating the pooled acreage as a pooled unit, but each unit shall be effective as of the date of the commencement of drilling of the well as to all parties hereto, their heirs, successors and assigns, if such instrument is filed for record on or before ninety (90) days after the date the horizontally drilled well has reached terminus, as defined by the Railroad Commission of Texas, or other lawful authority, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. For any such instrument filed for record more than ninety (90) days after the horizontally drilled well has reached its terminus, the unit shall be effective upon recordation. Once any unit is formed under the provisions of this lease, any subsequent reduction in the size of units permitted by governmental authority shall not affect the units previously formed. If this lease now or hereafter covers separate tracts, no pooling or unitization or communitization of royalty interests as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within this lease and no such pooling or unitization or communitization of royalty interests shall result from the ratification of this lease by any or all non-executive interest owners; however, lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided in this provision. This lease is not intended and shall not be construed to be a community lease and, unless pooled or unitized in accordance with the authorization set forth in this provision, no apportionment of royalties shall occur under this lease. As used in this provision, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from the royalty ownership in any other part of the leased premises. Lessee shall have the further right, after the formation of one or more units under the provisions hereof, at lessee's option, to rearrange, diminish or enlarge the unit or units thus formed or to combine the unit or units thus formed with another unit or units so as to rearrange or consolidate leasehold and royalty interest in the pool or reservoir to an extent sufficient to cover and conform to all or part of the known productive area. In such event, lessor's royalty participation shall be adjusted to conform with the revised unit; in the event of a reduction in lessor's royalty participation, lessor shall not be required to account for any royalties theretofore paid. Any revised unit shall become effective at 7:00 am. on the first day of the month following the date of lessee's filing of a notice in the records of the county in which the lands affected by the prior unit or units and the revised unit are located, designating the unit or units being changed and describing the revised unit. As amended hereby, the pooling provisions of this lease shall be in full force and effect.

26. **RELEASES:** Concerning termination of any portion of the herein leased premises from any cause, after such event and upon written request by lessor, lessee shall furnish lessor within ninety (90) days after any such request after any such termination of this lease a duly executed and recordable instrument releasing or evidencing the termination of the lease as to that portion of the leased premises upon which said lease has terminated.

27. **ROADWAYS:** Before constructing any roads on said leased premises, lessee agrees to contact and consult with lessor or an authorized representative of lessor to select a location that is mutually and reasonably acceptable; however, approval of such road location by lessor shall not be unreasonably withheld. Lessee, at lessee's sole cost and expense, agrees to repair any damages to any terraces which may be occasioned through lessee's operations hereunder. Any roadways deemed necessary to lessee hereunder shall occupy the minimum of space and shall be constructed and maintained in such way as not to prevent the surface drainage of the lands, and upon the termination of this lease at lessor's option, (notice of such option shall be made to lessee within sixty (60) days after said termination) lessee shall use reasonable efforts to remove all surface material, such as caliche, gravel, and asphalt on said roadways, and said roadways and the adjacent ditches, if any, shall be leveled to as near the original contour of the land as is reasonably practical. Lessee agrees to maintain in good condition all existing roads on the leased premises which are used by lessee in lessee's operations hereunder; and upon termination of this lease, lessee agrees to leave said roads in as good condition as same existed prior to lessee's use thereof.

28. **ROYALTY:** Lessor's royalties as herein provided shall not bear either directly or indirectly any costs and expenses of lifting, gathering, dehydration, transportation (except transportation of oil and other products by truck) or single stage compression.

29. **ROYALTY (MARKET VALUE):** Notwithstanding any of the provisions herein contained, royalty paid to lessor hereunder for gas, casinghead gas, or other gaseous substances shall be computed on the fair market value at the mouth of the well, but shall not be less than the average of the prices paid under comparable circumstances for gas of like kind, quantity, and quality from the field from which such is being produced; provided, however that for purposes hereof, any contract prudently entered into by lessee in good faith, at arm's length, and upon terms and conditions consistent with the petroleum industry practices for the best prices obtainable (other than with any subsidiary, or any company or other entity with which lessee is affiliated by stock ownership or otherwise) for the sale of such gas shall be deemed to be a sale of the gas at the market value thereof, and if lessee contracts to sell gas to a subsidiary, or any company or other entity with which lessee is affiliated by stock ownership or otherwise, such contract shall be entered into by lessee in good faith, and upon terms and conditions consistent with the petroleum industry practices for the best prices obtainable for the sale of such gas. If the above criteria for securing the best prices obtainable is satisfied, then the market value at the mouth of the well shall be interpreted to mean the contract delivered price received by lessee for all such products produced from the leased premises or lands pooled therewith.

30. **ROYALTY (MINIMUM):** After the expiration of the primary term, if during any one-year period, the anniversary date of which shall be the first day of the month next following the sale of the first production hereunder, oil or gas is produced and marketed and the payments to lessor under this lease during the particular year amounts to less than twenty dollars (\$20.00) per net mineral acre of land then subject to this lease at the end of such particular year, then lessor shall notify lessee of such deficiency in payments made during any annual period within ninety (90) days after the end of any such period and lessee shall pay or tender to the owners of royalty hereunder or to such owner's credit in the depository bank herein named, as payment under this lease, a sum by lessee's check or draft equal to the difference between the total of such payments made under this lease for such year and such sum of twenty dollars (\$20.00) per net mineral acre for the number of acres as to which this lease is in force at the end of such year.

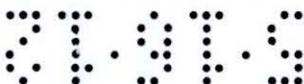
31. **ROYALTY PAYMENTS:** As to payment of royalties under this lease, lessee shall pay all royalties due in a timely manner and in accordance with the V.T.C.A. Natural Resources Code, Sections 91.401 through 91.405.

32. **SALT WATER DISPOSAL:** All salt water shall be disposed of in accordance with applicable rules and regulations of any governmental authority having jurisdiction. Furthermore, no salt water from other leaseholds from which no portion of the herein leased premises are pooled therewith shall be injected into the herein leased premises from a location situated on the herein leased premises without lessor's written consent and lessee agrees to use reasonable diligence so as to prevent the contamination of any fresh water bearing sands.

33. **SEPARATOR:** Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease, or at lessee's option lessee may sell said gas to a third party provided that any such sales contracts provide a BTU adjustment to insure payment for all liquid hydrocarbons contained in said gas.

34. **SHUT-IN GAS PAYMENTS:** This lease cannot be perpetuated under the provisions hereof providing for payment of shut-in gas payments in lieu of actual production, for a period of more than twelve (12) consecutive months beyond the primary term; provided, however, after such twelve (12) month period, lessee shall have the recurring right to shut-in such well or wells on various occasions, for mechanical difficulties or equipment reasons, to negotiate gas sales contracts,

VOL 0762 PAGE 402



for the absence of a favorable market, to construct or repair surface facilities (which may be situated on lands other than those described herein and which may include a gas processing plant), or under other such similar circumstances.

35. **TERMINATION:** If at three (3) years beyond the expiration of the primary term hereof, a portion or portions of the land herein leased is pooled or unitized with other land(s) or lease(s) so as to form a pooled unit or unit, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force and effect as to that portion of the leased premises not included in such pooled unit or units. The lease may be maintained in force and effect as to any portion of the leased premises covered hereby and not included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the expiration of the primary term, lessee is then engaged in drilling or reworking operations on the non-unitized portion of the leased premises or on acreage pooled therewith, or if lessee has completed a well as a producer or a dry hole anywhere on the leased premises or lands pooled therewith within 180 days prior to the end of the said three (3) year period beyond the expiration of the primary term, this lease shall remain in full force and effect as to all non-unitized premises so long as lessee commences drilling operations on the non-unitized portion of the leased premises or on acreage pooled therewith within 180 days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than 180 days between the completion of drilling or reworking operations on a well and the commencement of such operations for the next succeeding well.

36. **VENUE:** In the event of any litigation, lawsuit or action between the parties hereto arising out of, incidental to, or in connection with this lease agreement, the venue for such litigation, suit or action shall be in the county in which the land covered hereby is situated.

37. **WARRANTY (SPECIAL):** Lessor, in the capacity hereinabove stated and in no other, hereby warrants and agrees to defend title to said land only by through and under lessor, and no further, against the claims of all persons.

38. **WATER WELLS:** Lessee agrees after cessation of use of any water well drilled by lessee on the leased premises, and prior to plugging or removing the casing therefrom, to notify and tender such water well to lessor, and at such time advise lessor of the salvage value of the casing in said well. In the event lessor shall elect to accept such water well, such election shall be within twenty-four (24) hours after notice from lessee, and lessor shall pay lessee the salvage value of such casing and said well shall become the property of lessor, relieving lessee of any further obligations and liability concerning said water well.

39. **WATER WELL CONVERSION:** In the event any well drilled in search of oil and/or gas on the leased premises and such well is to be abandoned as a dry hole immediately following drilling, logging and/or testing operations, lessee agrees, before plugging such well, to tender such well to lessor, and if lessor shall elect to accept the same for completion as a water well, such election shall be made prior to the calling of a cement company to plug said well (which call may be immediate). Such election by lessor to accept said well may be made in advance and contingent upon same being a dry hole. If said election by lessor is not made in advance, it shall be lessor's responsibility to maintain contact with lessee, its agents, contractor and/or assigns, in contemplation of lessee's desire to abandon said well and lessor shall be prepared to make an immediate decision as to such election to accept same for completion as a water well. In the event lessor accepts such well, lessee agrees to install a cement plug at the bottom of the surface casing of such well, or at such a depth as lessor shall designate, and a removable swage at the top of the surface casing and deliver such well to lessor for completion as a water well; but lessor shall first execute the necessary forms and applications to the Railroad Commission of Texas, and/or other regulatory agencies, relieving lessee of any further obligations and liability.

40. **WELL TO LESSOR:** In the event any well drilled on the leased premises is completed as a producer of oil and/or gas and such well does not produce or ceases to produce in paying quantities and is later abandoned, lessee agrees that after the removal of production casing and/or downhole production equipment and before plugging such well, to tender such well to lessor, and if lessor shall elect within ten (10) days after the receipt of notice from lessee, to accept the same for completion as a water well, lessee agrees to install a cement plug at the bottom of the surface casing of such well, or at such a depth as lessor shall designate, and a removable swage at the top of the surface casing and deliver such well to lessor for completion as a water well; but lessor shall first execute the necessary forms and applications to the Railroad Commission of Texas, and/or other regulatory agencies, relieving lessee of any further obligations and liability. If lessor shall not elect to accept such well within such ten (10) day period after notice, lessee shall plug and abandon such well in accordance with the rules and regulations of the Railroad Commission of Texas.

41. **PARAGRAPH HEADINGS:** The paragraph headings set forth herein shall not be construed as altering, amending, or affecting this instrument or any of its terms and provisions, but all such terms and provisions of such instrument shall apply to and shall be construed in the same manner as if said instrument had been written without paragraph headings.

42. **DIVISION OF PAYMENTS:** Notwithstanding any provisions of this lease with reference solely to the amount of bonus, royalty, shut-in payments, or other payments that may become payable under this lease and the depository bank in which such payments may be deposited, each party named below opposite his name (or opposite his name and the name of other parties, jointly) shall be the total amount of such payments payable under this lease to such party (or to such parties jointly, as the case may be) and to the heirs, successors, or assigns of such party (or parties), and each such party who is credited with any payment as set out below agrees that payment or tender of such payments in such proportion of such amount and to such party (or parties) as specified below, his heirs, successors, or assigns, or to the credit of such party (or parties), his or their heirs, successors, or assigns, in the respective depository bank indicated below, or its successors, or in any depository bank specified above, or its successors, which payment is otherwise made in accordance with the provisions of this lease relating to any such payments shall continue this lease in force in accordance with the provisions of this lease as to the interest of such party.

CREDIT TO	PROPORTION	DEPOSITORY
Roy A. Samsel 2225 Parkrow Corsicana, Texas 75110	One-Third (1/3)	
Carrie Sain 1319 Corazone Ave. Alice, Texas 78332-3153	One-Third (1/3)	
Velma Hrametz 806 Magnolia Rosenberg, Texas 77471	One-Third (1/3)	

43. **MULTIPLE COUNTERPARTS:** This lease may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart, and this lease shall be binding upon each party who executes same without regard to whether it is executed by all those named herein as Lessor. For recordation purposes, the separate signature pages and acknowledgments may be affixed to the body of an original instrument without the necessity of recording the entirety of each separate counterpart document.

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

Roy A. Samsel

Roy A. Samsel
Social Security No. [REDACTED]

Carrie Sain

Carrie Sain
Social Security No. [REDACTED]

Velma Hrametz

Velma Hrametz
Social Security No. [REDACTED]



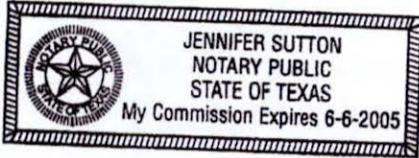
VOL 0762 PAGE 403

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the 27 day of July, 2001, by **Roy A. Samsel.**

NOTARY STAMP OR SEAL:



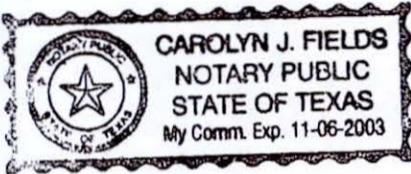
Jennifer Sutton
NOTARY PUBLIC-STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Jim Wells

This instrument was acknowledged before me on the 24th day of July, 2001, by **Carrie Sain.**

NOTARY STAMP OR SEAL:



Carolyn J. Fields
NOTARY PUBLIC-STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me on the 27th day of July, 2001, by **Velma Hrametz.**

NOTARY STAMP OR SEAL:



Stacie Cook
NOTARY PUBLIC-STATE OF TEXAS

VOL 0762 PAGE 404

2001

59414

REGISTERED

FILED
Sept 4, 2001
At 3:45 o'clock P.M.
ELIZABETH SWIZE
COUNTY CLERK
KARNES COUNTY, TEXAS
Maulyn Bidney
Deputy

Chg & Ret!
J. Paul Rainey

RECORDED IN OFFICIAL RECORDS
FILE DATE Sept 4, 2001
FILE TIME 3:45 O'CLOCK P.M.
VOL. 762 PAGE 405



RECORDING DATE

Sept 4, 2001
ELIZABETH SWIZE
COUNTY CLERK, KARNES COUNTY
BY Maulyn Bidney

5
2
5
2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Amendment to Oil, Gas and Mineral Lease And Agreement to Extend Primary Term

STATE OF TEXAS
COUNTY OF KARNES

§
§
§

KNOW ALL BY THESE PRESENTS, THAT:

WHEREAS, heretofore, on the 24th day of July, 2001, ROY A. SAMSEL, CARRIE SAIN, and VELMA HRAMETZ, c/o Carrie Sain, 1319 Corazone Ave., Alice, Texas 78332 as Lessor(s), did deliver to J. Paul Rainey, as Lessee, a certain Oil, Gas and Mineral Lease, recorded in Volume 762, Page 400, in the Official Records of Karnes County, Texas, covering certain lands situated in Karnes County, Texas, and described as follows:

318.63 acres of land, more or less, a part of the Carlos Martinez Survey, Abst-6; the James Lynch Survey, Abst.-178; and the P.B. Butler Survey, Abst.-365, Karnes County, Texas and being the same land described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al and of record in Volume 574, Page 266, Official Records, Karnes County, Texas, including such land, if any which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.

and;

WHEREAS, said Oil, Gas and Mineral Lease and all rights and privileges thereunder are now owned and held by Texas Crude Energy, Inc., whose address is 2803 Buffalo Speedway, Houston, Texas 77098;

NOW THEREFORE, the undersigned, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do agree that Paragraph 2 of said lease is hereby amended to read as follows:

Notwithstanding anything herein to the contrary, unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term from the date hereof to and including JULY 24, 2011, hereunder called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

EXCEPT as amended hereby, said Oil, Gas and Mineral Lease shall remain unchanged, and for the consideration herein provided, the undersigned Lessor and Lessee hereby ratify, confirm and adopt said Oil, Gas and Mineral Lease as hereby amended and acknowledge that same is valid, subsisting and in full force and effect and the undersigned Lessor(s) do hereby grant, assign and let the lands described in said Oil, Gas and Mineral Lease to the said Lessee, its successors and assigns, upon all and singular the terms and provisions of said Oil, Gas and Mineral Lease as amended hereby.

This agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto.

EXECUTED on this 7th day of March, 2006.

Lessor

Lessee

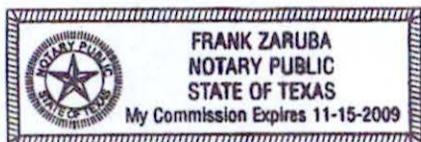
Velma Hrametz
VELMA HRAMETZ
806 Magnolia St.
Rosenberg, Texas 77471

TEXAS CRUDE ENERGY, INC.

K.C. Weiner, President

STATE OF TEXAS §
COUNTY OF Fort Bend §

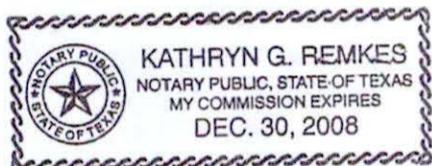
This instrument was acknowledged before me on this 17th day of March, 2006 by VELMA HRAMETZ.



[Handwritten Signature]
Notary Public for the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 25, 2006 by K. C. Weiner, President of Texas Crude Energy, Inc.



[Handwritten Signature]
Notary Public for the State of Texas

Filed for Record in:
Karnes County
On: May 04, 2006 at 10:29A
As a:
Recording Official Record
Document Number: 00072108
Amount: 20.00
Receipt Number - 8160
By:
Frances Guerra

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Karnes County
as stamped hereon by me.
May 04, 2006

Honorable Alva Jonas, County Clerk
Karnes County

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Amendment to Oil, Gas and Mineral Lease And Agreement to Extend Primary Term

STATE OF TEXAS
COUNTY OF KARNES

§
§
§

KNOW ALL BY THESE PRESENTS, THAT:

WHEREAS, heretofore, on the 24th day of July, 2001, ROY A. SAMSEL, CARRIE SAIN, and VELMA HRAMETZ, c/o Carrie Sain, 1319 Corazone Ave., Alice, Texas 78332 as Lessor(s), did deliver to J. Paul Rainey, as Lessee, a certain Oil, Gas and Mineral Lease, recorded in Volume 762, Page 400, in the Official Records of Karnes County, Texas, covering certain lands situated in Karnes County, Texas, and described as follows:

318.63 acres of land, more or less, a part of the Carlos Martinez Survey, Abst-6; the James Lynch Survey, Abst.-178; and the P.B. Butler Survey, Abst.-365, Karnes County, Texas and being the same land described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al and of record in Volume 574, Page 266, Official Records, Karnes County, Texas, including such land, if any which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.

and;

WHEREAS, said Oil, Gas and Mineral Lease and all rights and privileges thereunder are now owned and held by Texas Crude Energy, Inc., whose address is 2803 Buffalo Speedway, Houston, Texas 77098;

NOW THEREFORE, the undersigned, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do agree that Paragraph 2 of said lease is hereby amended to read as follows:

Notwithstanding anything herein to the contrary, unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term from the date hereof to and including JULY 24, 2011, hereunder called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

EXCEPT as amended hereby, said Oil, Gas and Mineral Lease shall remain unchanged, and for the consideration herein provided, the undersigned Lessor and Lessee hereby ratify, confirm and adopt said Oil, Gas and Mineral Lease as hereby amended and acknowledge that same is valid, subsisting and in full force and effect and the undersigned Lessor(s) do hereby grant, assign and let the lands described in said Oil, Gas and Mineral Lease to the said Lessee, its successors and assigns, upon all and singular the terms and provisions of said Oil, Gas and Mineral Lease as amended hereby.

This agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, legal representatives and assigns of the parties hereto.

EXECUTED on this 9th day of March, 2006.

Lessor

Signature of Carrie Sain
CARRIE SAIN
1319 Corazone Ave.
Alice, Texas 78332

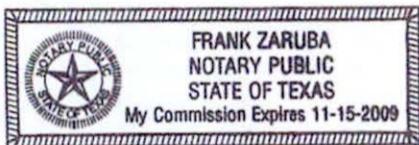
Lessee

TEXAS CRUDE ENERGY, INC.

Signature of K. E. Weiner
K. E. Weiner, President

STATE OF TEXAS
COUNTY OF Jim Wells

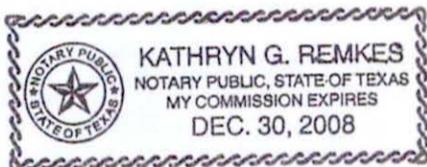
This instrument was acknowledged before me on this 9th day of March, 2006
by CARRIE SAIN.



[Signature]
Notary Public for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on April 25, 2006 by K. C. Weiner, President
of Texas Crude Energy, Inc.



[Signature]
Notary Public for the State of Texas

Filed for Record in:
Karnes County
On: May 04, 2006 at 10:29A
As a:
Recording Official Record
Document Number: 00072109
Amount: 20.00
Receipt Number - 8160
By:
Frances Guerra

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
May 04, 2006

Honorable Alva Jonas, County Clerk
Karnes County

DESIGNATION OF HILCORP ENERGY COMPANY-PATINO UNIT

STATE OF TEXAS §
§
COUNTY OF KARNES §

This instrument is made and entered into by Hilcorp Resources, LLC; Texas Crude Energy, Inc.; Trigg Oil & Gas, LP; and Mullaloo Oil & Gas, LP (hereinafter collectively referred to as "Owners").

Reference is made for all purposes to those certain Oil, Gas and Mineral Leases described on Exhibit "A", attached hereto and incorporated herein by reference, as amended and ratified if applicable (herein referred to as the "Leases"), covering and including those certain tracts of land more particularly described in the Leases (herein referred to as the "Lands") in Karnes County, Texas.

For valuable consideration and pursuant to the rights granted in the Leases, the Owners hereby pool, consolidate and unitize the Leases and Lands into a pooled unit for the exploration for, development of and production of oil, gas, condensate, distillate, and all other liquid and gaseous hydrocarbons, including sulphur or any other minerals produced with the aforementioned substances (referenced herein as "Unitized Substances") insofar as the Leases and Lands cover that certain 997.42 acres of land (herein referred to as the "Unit Acreage") described on Exhibit "B-1" attached hereto and incorporated herein by reference, and also depicted on the plat attached as Exhibit "B-2" hereto and incorporated herein by reference, insofar as the Leases and Lands cover and include the Unitized Substances in and under the Unit Acreage. The Owners do further hereby pool, consolidate, combine and unitize the royalty interests, working interests, overriding royalty interests, production payments and all other payments pertaining to the Leases and Lands insofar as the Leases and Lands cover and include Unitized Substances in, under and produced from the Unit Acreage. The unit hereby created shall be known as the Hilcorp Energy Company-Patino Unit and is referenced herein as the "Unit".

The production of such Unitized Substances from any part of the Unit Acreage shall constitute production of Unitized Substances from all of the Leases and Lands contained in the Unit. Drilling or reworking operations or other operations conducted on any of the Lands and Leases within the Unit Acreage for the production of Unitized Substances from the Unit shall constitute such operations for the production of Unitized Substances on all Lands included within the Unit.

For purposes of computing the share of Unitized Substances produced from the Unit to which each interest owner shall be entitled from the Unit, said Unitized Substances shall be allocated

RECORDED COPY

21919

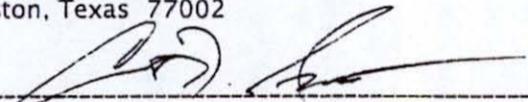
proportionately among all of the tracts within such Unit, in the proportion that the number of acres in each of such tracts, which are included in the Unit, bears to the total number of acres in such Unit.

Owners reserve the continuing right to amend, correct or alter this instrument and the Unit to the extent permitted by the authority granted in the Leases, as now or hereafter amended, covering the Unit Acreage. Any such amendment shall be in writing, signed by the parties hereto or their successors in interest or title, and filed for record in the Office of the County Clerk of Karnes County, Texas.

This instrument may be executed in counterparts, and each such counterpart shall have the same force and effect as an original instrument, the same as if all parties to the aggregate counterparts had executed the same instrument. It shall not be necessary that each party sign the same counterpart of this instrument, only that each party sign at least one (1) counterpart. Each of the executed counterparts of this instrument or portions thereof may be placed together so as to form one (1) document, and all taken together shall constitute one (1) instrument. However, should all parties to this Unit Declaration not execute this instrument or a counterpart thereof, it shall nevertheless be binding and effective as to those parties who execute the same.

Effective as of the 9th day of December, 2010, except that for payment of royalty, the effective date shall be the date of first production.

HILCORP RESOURCES, LLC
1201 Louisiana Street, Suite 1400
Houston, Texas 77002

By: 
Printed Name: _____
Title: _____

TEXAS CRUDE ENERGY, INC.
2803 Buffalo Speedway
Houston, Texas 77098

By: _____
Printed Name: _____
Title: _____

TRIGG OIL & GAS, LP
By: Trigg Oil & Gas General, LLC,
its General Partner
By: Trigg Oil & Gas, Inc., its Manager

By: _____
Printed Name: _____
Title: _____

MULLALOO OIL & GAS, LP
By: Mullaloo Oil & Gas General, LLC,
its General Partner
By: Mullaloo Oil & Gas, Inc., its Manager

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENTS

State of Texas §
County of Harris §

Before me, the undersigned authority, on this day personally appeared Curtis D. Smith (Name), Vice President (Title) of Hilcorp Resources, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of December, 2010.



Chantelle Messa Labbie
Notary Public, State of Texas
My commission expires: 02-02-2011

State of Texas §
County of Harris §

Before me, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title) of Texas Crude Energy, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 2010.

Notary Public, State of Texas
My commission expires: _____

State of Texas §
County of Harris §

Before me, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title) of Trigg Oil & Gas, Inc., Manager of Trigg Oil & Gas General, LLC, as General Partner of Trigg Oil & Gas, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 2010.

Notary Public, State of Texas
My commission expires: _____

State of Texas §
County of Harris §

Before me, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title) of Mullaloo Oil & Gas, Inc., Manager of Mullaloo Oil & Gas General, LLC, as General Partner of Mullaloo Oil & Gas, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 2010.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT "A"

OIL, GAS AND MINERAL LEASES

Oil, Gas and Mineral Lease dated July 5, 2001, from Lori Kay Buegeler, Karen Fay Roberts, and Michael R. Buegeler to J. Paul Rainey, recorded in Volume 762, Page 368, Official Records, Karnes County, Texas, as amended in Volume 834, Page 533; Volume 834, Page 535; and Volume 834, Page 537, Official Records, Karnes County, Texas.

Oil, Gas and Mineral Lease dated August 6, 2001, from Douglas W. Franke and wife, Mary Ann Franke to J. Paul Rainey, recorded in Volume 762, Page 831, Official Records, Karnes County, Texas, as amended in Volume 834, Page 551, Official Records, Karnes County, Texas.

Oil, Gas and Mineral Lease dated September 6, 2001, from Jack and Bernice Mobley Family Partnership, Ltd. to J. Paul Rainey, recorded in Volume 764, Page 299, Official Records, Karnes County, Texas, as amended in Volume 834, Page 555; Volume 835, Page 715; Volume 835, Page 717; and Volume 835, Page 721, Official Records, Karnes County, Texas.

Oil, Gas and Mineral Lease dated July 24, 2001, from Tony Patino, Jr. and Geneva Jane Patino, Trustees of the Patino Family Trust dated May 10, 1999 to J. Paul Rainey, recorded in Volume 9762, Page 389, Official Records, Karnes County, Texas, as amended in Volume 834, Page 549, Official Records, Karnes County, Texas.

Oil, Gas and Mineral Lease dated July 24, 2001, from Henry Samsel and wife, Frances Louise Samsel; and Martha Lou Harrison to J. Paul Rainey, recorded in Volume 762, Page 394, Official Records, Karnes County, Texas, as amended in Volume 834, Page 547, Official Records, Karnes County, Texas.

Oil, Gas and Mineral Lease dated July 24, 2001, from Roy A. Samsel; Carrie Sain; and Velma Hrametz to J. Paul Rainey, recorded in Volume 762, Page 400, Official Records, Karnes County, Texas, as amended in Volume 834, Page 541; Volume 834, Page 543; and Volume 834, Page 545, Official Records, Karnes County, Texas.

STATE OF TEXAS
COUNTY OF KARNES

HILCORP ENERGY COMPANY
997.42 ACRE - PATINO UNIT

Field notes of a 997.42 acre unit, being part of a 124.893 acre tract of land described in Deed from C. P. Corder, Jr., to Douglas W. Franko, recorded in Volume 587, Page 164 of the Deed Records of Karnes County, Texas; a second 124.893 acre tract (Tract 1) of land described in Warranty Deed from Jack and Bernice Mobley Family Partnership, LTD., to Phillip L. Johnson, recorded in Volume 800, Page 567 of the Official Records of Karnes County Texas; and a third 124.893 acre tract (Tract 2) of land described in Warranty Deed from Jack and Bernice Mobley Family Partnership, LTD., to Phillip L. Johnson, recorded in Volume 800, Page 567 of the Official Records of Karnes County Texas; and all of a 141.54 acre tract of land described in Special Warranty Deed from Tony Patino Jr., et ux, to Tony Patino Jr., and Geneva Jane Patino, Trustees of the Patino Family Trust, recorded in Volume 730, Page 481 of the Deed Records of Karnes County, Texas; a 169.17 acre tract of land described in Gift Deed from Martha Lou Harrison, to Henry Samsel, recorded in Volume 624, Page 465 of the Deed Records of Karnes County, Texas; a 317.80 acre tract (First Tract) of land described in Gift Warranty Deed from Angela Reiley Samsel to Roy A. Samsel, et al, recorded in Volume 574, Page 266 of the Deed Records of Karnes County, Texas; a 0.83 acre tract (Second Tract) of land described in Gift Warranty Deed from Angela Reiley Samsel to Roy A. Samsel, et al, recorded in Volume 574, Page 266 of the Deed Records of Karnes County, Texas; and a 57.215 acre tract of land described in Warranty Deed from Michael R. Buegeler, et al, to Randall J. Boysen, recorded in Volume 750, Page 61 of the Official Records of Karnes County, Texas;

Said 997.42 acre unit is comprised of a portion of the Britton Odom Survey, Abstract 220, the B. H. Duval Survey, Abstract 97, the P. B. Butler Survey, Abstract 365, the James Lynch Survey, Abstract 178, and the Carlos Martinez Survey, Abstract 6, is situated in Karnes County, Texas, approximately 6 miles west of the town of Kenedy, and is described by metes and bounds as follows:

Beginning at an axle found for the north corner of said 141.54 acre tract and the westerly north corner of this unit;

Thence S 17° 31' 42" E along the northeast line of said 141.54 acre tract and the northerly northeast line of this unit, a distance of 2157.21 feet to a point in the southeast right-of-way line of County Road 163 and the northwest line of said 169.17 acre tract, for an interior corner of this unit;

Thence N 68° 54' 05" E along the southeast right-of-way line of County Road 163, the northwest line of said 169.17 acre tract, and the easterly northwest line of this unit, a distance of 599.43 feet to a point for the north corner of said 0.83 acre tract and the easterly north corner of this unit;

Thence S 31° 46' 06" E along the northeast line of said 0.83 acre tract and the southerly northeast line of this unit, a distance of 1784.62 feet to a bolt found at the east corner of said 0.83 acre tract and the north corner of said 317.80 acre tract, for an angle corner of this unit;

Thence S 32° 39' 20" E along the northeast line of said 317.80 acre tract and continuing along the southerly northeast line of this unit, a distance of 2828.92 feet to a point for the east corner of this unit;

Thence S 43° 18' 36" W along the southeast line of said 317.80 acre tract and the easterly southeast line of this unit, a distance of 3394.20 feet to a point in the northeast right-of-way line of County Road 165, for the south corner of said 317.80 acre tract and the easterly south corner of this unit;

Thence N 56° 04' 07" W along the northeast right-of-way line of said County Road 165, the southwest line of said 317.80 acre tract, and the easterly southwest line of this unit, a distance of 2913.08 feet to a point at the west corner of said 317.80 acre tract, for an angle corner of this unit;

Thence N 46° 33' 05" W across said County Road 165 and continuing along the easterly southwest line of this unit, a distance of 135.80 feet to a 5/8" iron rod found in the west right-of-way line of County Road 165 and at the south corner of said 57.215 acre tract, for an angle corner of this unit;

Thence N 53° 14' 26" W along the southwest line of said 57.215 acre tract and continuing along the easterly southwest line of this unit, a distance of 406.97 feet to a 5/8" iron rod found for an angle corner of said 57.215 acre tract and an angle corner of this unit;

Thence N 77° 12' 30" W continuing along the southwest line of said 57.215 acre tract and the easterly southwest line of this unit, a distance of 104.97 feet to a 5/8" iron rod found for an angle corner of said 57.215 acre tract and an angle corner of this unit;

Thence N 60° 23' 17" W continuing along the southwest line of said 57.215 acre tract and the easterly southwest line of this unit, a distance of 2409.70 feet to a 5/8" iron rod found at the southwest corner of said 57.215 acre tract, for an angle corner of this unit;

Thence N 20° 49' 33" W continuing along the easterly southwest line of this unit and along the west line of said 57.215 acre tract, a distance of 65.14 feet to a point in the northwest right-of-way line of County Road 164 and the southeast line of said second 124.893 acre tract, for an interior corner of this unit;

EXHIBIT "B-1"

Page 1 of 2



10093574 3- DR 401 952 200

Thence S 69° 30' 57" W along the northwest right-of-way line of said County Road 164, the southeast line of said second 124.893 acre tract, and the westerly southeast line of this unit, at 428.64 feet pass a 5/8" iron rod found at the east corner of said first 124.893 acre tract and the south corner of said second 124.893 acre tract, in all a distance of 1714.20 feet to a point at the south corner of said first 124.893 acre tract and the westerly south corner of this unit;

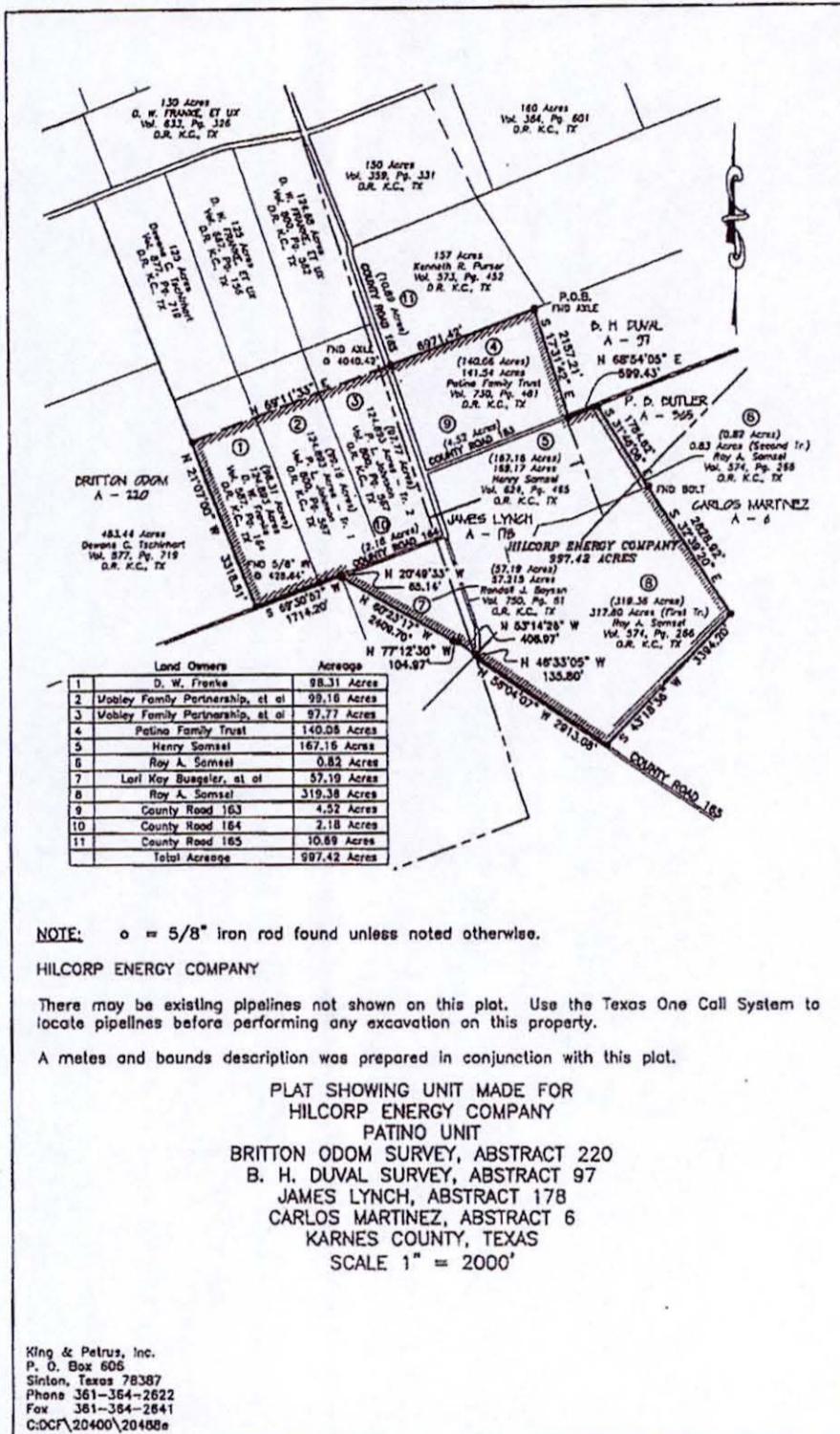
Thence N 21° 07' 00" W along the southwest line of said first 124.893 acre tract and the westerly southwest line of this unit, a distance of 3318.51 feet to a point for the west corner of this unit;

Thence N 69° 11' 33" E across said first 124.893 acre tract and along the westerly northwest line of this unit, at 4040.42 feet pass an axle found in the northeast right-of-way line of said County Road 165 and at the west corner of said 141.54 acre tract, in all a distance of 6971.42 feet to the place of beginning, containing 997.42 acres of land, more or less, subject to all easements of record.

Dcf.20488e

A PLAT WAS PREPARED IN CONJUNCTION WITH THIS METES AND BOUNDS DESCRIPTION

31915



NOTE: o = 5/8" iron rod found unless noted otherwise.

HILCORP ENERGY COMPANY

There may be existing pipelines not shown on this plat. Use the Texas One Call System to locate pipelines before performing any excavation on this property.

A metes and bounds description was prepared in conjunction with this plat.

PLAT SHOWING UNIT MADE FOR
 HILCORP ENERGY COMPANY
 PATINO UNIT
 BRITTON ODOM SURVEY, ABSTRACT 220
 B. H. DUVAL SURVEY, ABSTRACT 97
 JAMES LYNCH, ABSTRACT 178
 CARLOS MARTINEZ, ABSTRACT 6
 KARNES COUNTY, TEXAS
 SCALE 1" = 2000'

NOT TO SCALE

King & Petrus, Inc.
 P. O. Box 606
 Sinton, Texas 78387
 Phone 361-364-2622
 Fax 361-364-2641
 C:\DCF\20400\20408e

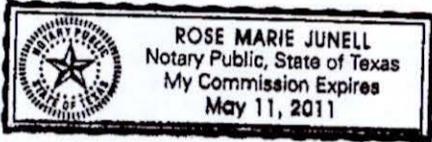
EXHIBIT "B-2"

21919

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

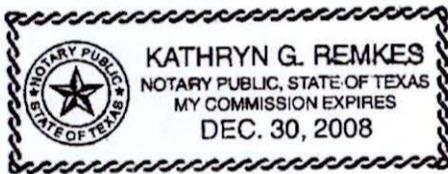
The foregoing instrument was acknowledged before me this 13th day of June, 2007, by Douglas Schwann Land Services, as the Agent and Attorney In Fact for **DEVON ENERGY PRODUCTION COMPANY, L.P.**, by Devon Energy Management Company, L.L.C., its General Partner, on behalf of said company.



Rose Marie Junell
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15th day of June, 2007, by **K. C. Weiner** as the President of **TEXAS CRUDE ENERGY, INC.** on behalf of said corporation.



Kathryn G. Remkes
Notary Public in and for the State of Texas

THIS ACKNOWLEDGEMENT PAGE IS ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES, BETWEEN DEVON ENERGY PRODUCTION COMPANY, LP AND TEXAS CRUDE ENERGY, INC.

Exhibit "A"
Leases
Karnes County, Texas

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0019-00	Arthur W. Fenner	J. Paul Rainey	06/13/2001	146.3 acs in the Britton Odom Survey, A-220, Karnes County, Texas described in two separate tracts: Tr 1: 84 acs described in that certain Deed dated December 2, 1946 from Phil Buegleler and wife, Emma Buegler to Arthur Fenner, recorded in Volume 162, Page 619, Deed Records, Karnes County, Texas and Tr 2: 62.3 acs described in that certain Deed dated April 1, 1952 from Phillip Buegler, et al to Arthur W. Fenner and wife, Leona Fenner, recorded in Volume 205, Page 415, Deed Records, Karnes County, Texas	09/04/2001 BK 762 PG 379 05/04/2006 VOL 834 PG 531 (Amendment)
01939-0020-00	Randall J. Boysen	J. Paul Rainey	07/05/2001	58.93 acres of land, more or less, situated in the Britton Odom Survey, Abstract No. 220, Karnes County, Texas, being the same land more particularly described as 57.215 acres in that certain Deed dated September 16, 2000 from Michael R. Buegeler, et al to Randall J. Boysen, recorded in Volume 750, Page 61, Deed Records, Karnes County, Texas	09/04/01 BK 762 PG 374 07/03/06 VOL 836 PG 893 (Extension)
01939-0021-00	Lori Kay Buegeler, Karen Fay Roberts and Michael R. Buegeler	J. Paul Rainey	07/05/2001	121.82 acres of land, more or less, situated in the Carlos Martinez Survey, A-6, Karnes County, Texas, being the same land described in that certain Deed dated March 1, 1961 from Reinhold E. Buegeler, et al to Leslie E. Buegeler and wife, Dolores Buegeler, recorded in Volume 288, Page 235, Deed Records, Karnes County, Texas 58.93 acres, more or less, situated in the Britton Odom Survey, Abstract 220, Karnes County, Texas, being the same land more particularly described as 57.215 acres in that certain Deed dated September 16, 2000 from Betty Ruth Buegeler Boysen to Michael R. Buegeler, et al, recorded in Volume 750, Page 65, Karnes County, Texas	09/04/01 BK 762 PG 368 05/04/06 VOL 834 PG 533 (Amendment) 05/04/06 VOL 834 PG 535 (Amendment) 05/04/06 VOL 834 PG 537 (Amendment)
01939-0022-01	Andrews Trust, acting herein through Troy Douglas Andrews, Trustee	J. Paul Rainey	07/05/2001	117.2 acres of land, more or less, situated in the Carlos Martinez Grant, Abstract No. 6, Karnes County, Texas, being the same land more particularly described in that certain Deed dated August 31, 1987, from Troy B. Andrews and wife, Hazel C.	09/04/01 BK 762 PG 363 05/04/2006 VOL 834 PG 539 (Amendment) 05/18/2006 VOL 835 PG 240 (Ratification)

00075715 BK OR VOL 857 P9 17

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
				Andrews to Andrews Trust, recorded in Volume 572, Page 865, Deed Records, Karnes County, Texas	
01939-0023-00	Roy A. Samsel, Carrie Sain and Velma Hrametz	J. Paul Rainey	07/24/2001	318.63 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6, the James Lynch Survey, Abstract No. 178 and the P. B. Butler Survey, Abstract No. 365, Karnes County, Texas, being the same land more particularly described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al, recorded in Volume 574, Page 266, Official Records, Karnes, County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 400 05/04/2006 VOL 834 PG 541 (Amendment) 05/04/2006 VOL 834 PG 543 (Amendment) 05/04/2006 VOL 834 PG 545 (Amendment)
01939-0024-00	Henry Samsel and wife, Frances Louise Samsel; and Martha Lou Harrison	J. Paul Rainey	07/24/2001	168.83 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6, the James Lynch Survey, Abstract No.178 and the P. B. Butler Survey, Abstract No. 365, Karnes County, Texas, being the same land more particularly described in that certain Gift Deed dated October 14, 1991 from Martha Lou Harrison, Trustee for Jody Wayne Harrison and Stacy Rebecca Harrison to Henry Samsel, recorded in Volume 624, Page 465, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 394 05/04/06 VOL 834 PG 547 (Amendment)
01939-0025-00	Irene Lieke, Emma Martina Lieke Walleck, Ronnie Dee Lieke and Elton Henry Lieke	J. Paul Rainey	07/24/2001	168.86 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6 and the B. H. Duval Survey, Abstract 97, Karnes County, Texas, being the same land and more particularly described as "FIRST TRACT" and "SECOND TRACT" in that certain Deed dated December 22, 1992 from Martin Lieke and wife, Emma B. Lieke to Emma Martina Lieke Walleck, et al, recorded in Volume 636, Page 281, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 357 06/19/06 VOL 836 PG 330
01939-0026-00	Tony Patino, Jr. and Geneva Jane Patino, Trustees of the Patino Family Trust dated May 10, 1999	J. Paul Rainey	07/24/2001	141.54 acres of land, more or less, situated in the B. H. Duval Survey, A-97, Karnes County, Texas, being the same land more particularly described in that certain Deed dated May 10, 1999 from Tony Patino, Jr., et ux to Tony Patino, Jr. and Geneva Jane Patino, Trustees of the Patino Family Trust dated May 10, 1999, recorded in Volume 730, Page 481, Official Records, Karnes County, Texas including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 389 05/04/2006 VOL 834 PG 549 (Amendment)

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0027-00	Marshall E. Graef, Jr. and Ty Wayne Graef	J. Paul Rainey	08/06/2001	112.08 acres of land, more or less, situated in the B. H. Duval Survey, Abstract No. 97, Karnes County, Texas, being the same land more particularly described as containing 110.08 (by resurvey found to contain 112.08 acres) in that certain Deed dated March 5, 1957 from Olivia B. Zoellner to W. B. Graef, recorded in Volume 248, Page 381, Deed Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 384 08/21/06 VOL 839, PG 36 (Extension) 08/21/06 VOL 839, PG 38 (Extension)
01939-0030-00	Douglas W. Franke and wife, Mary Ann Franke	J. Paul Rainey	08/26/2001	124.893 acres of land, more or less, situated in the Britton Odom Sy, A-220, Karnes County, Texas, being the same land more particularly described in that certain Deed dated March 9, 1989 from C. P. Corder, Jr. to Douglas W. Franke, Jr., recorded in Volume 587, Page 164, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land. Reference to the a bove mentioned document(s) and record thereof, is hereby made for descriptive purposes only.	09/18/01 BK 762 PG 831 05/04/06 VOL 834 PG 551 (Amendment)
01939-0031-01	Weldon R. Johnson and Merle Lavon Johnson	J. Paul Rainey	06/26/2001	322.62 acres of land, more or less (by re-survey found to contain 321.876 acres) situated in the Britton Odom Survey, A-220, Karnes County, Texas, being the same land more particularly described in that certain Deed dated September 14, 1993 from Melvin M. Barron, et ux to Weldon R. Johnson, et ux, recorded in Volume 648, Page 878, Official Records, Karnes County, Texas and also described as two separate tracts as follows: TRACT ONE: 161.2 acres of land, more or less, situated in the Britton Odom Susrvey, A-220, being Tract No. 6 of the Subdivision of the W. C. Crews as designated by a plat filed of record July 16, 1919, recorded in Volume 58, Page 154, Deed Records, Karnes County, Texas, and being the same land more particularly described in that certain Deed dated May 30, 1972 from Mrs. Henry Steel, et al to Scott Davidson, et ux, recorded in Volume 413, Page 793, Deed Records, Karnes County, Texas TRACT TWO: 161.42 acres of land, more or less, situated in the Britton Odom Survey, A-220, being Tract No. 7 of the Subdivision of the W. C. Crews as designated by a plat filed of record July 16, 1919, recorded in Volume 58, Page 154, Deed Records, Karnes County, Texas and being the same land more particularly described in that certain Deed dated March 14, 1984 from John L. Pike, et ux to Melvin M. Barron, et ux, recorded in Volume 543, Page 149, Deed Records, Karnes County, Texas	10/10/01 Vol 764 Page 304 12/06/01 Vol 766 Page 395 (Ratification) 05/04/06 Vol 834 Page 553 (Amendment) 05/18/06 Vol 835 Page 238 (Ratification)

0007571 BK OR Vol 8357 P 31

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0032-00	Jack and Bernice Mobley Family Partnership Ltd.	J. Paul Rainey	09/06/2001	249.786 acres of land, more or less, situated in the Britton Odom Sy, A-220, Karnes County, Texas, being the same land more particularly described as "Tract 1" and "Tract 2" in that certain Deed dated December 20, 1999 from Jack E. Mobley and wife, Bernice L. Mobley to the Jack and Bernice Mobley Family Partnership, recorded in Volume 739, Page 851, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land. Reference to the above-mentioned document(s) and record thereof, is hereby made for descriptive purposes only.	10/10/2001 Vol 764 Page 299 05/04/2006 Vol 834 Page 555 (Amendment) 06/02/2006 Vol 835 Page 715 (Amendment) 06/02/2006 Vol 835 Page 717 (Amendment) 06/02/2006 Vol 835 Page 719 (Amendment) 06/02/2006 Vol 835 Page 721 (Amendment)

(exhibitcustom1.frx) Version 9.4.2

Filed for Record in:
Karnes County
On: Jun 18, 2007 at 11:15A
As a:
Recording Official Record
Document Number: 00075715
Amount: 36.00
Receipt Number - 12565
By:
Harlan Bednorz

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
Jun 18, 2007

Honorable Alva Jonas, County Clerk
Karnes County

00075715 BK
Vol 835
Page 132

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS §
COUNTY OF KARNES § KNOW ALL BY THESE PRESENTS:

That Mobil Producing Texas & New Mexico Inc., the address of which is P.O. Box 2180, Houston, Texas 77252-2180 (hereinafter called "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration paid by Texas Crude Energy, Inc., the address of which is 2803 Buffalo Speedway, Houston, Texas 77098 (hereinafter called "Assignee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to the terms and provisions herein contained, hereby transfer, sell, assign and convey unto the said Assignee, its heirs, successors or assigns, without warranty of title, express or implied, and without any other warranties whatsoever, all of Assignor's right, title and interest in the oil, gas and mineral leases described on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter called the "Leases"), and the lands covered by such Leases.

The undivided interest in the Leases assigned Assignee hereunder is subject to such interest's proportionate part of the royalty interest as provided for in the Leases and to the terms, conditions and provisions set forth therein. Such interest shall also be subject to such interest's proportionate part of all overriding royalties, production payments, and any other payments and agreements of record which may burden the Leases.

This Assignment is further made expressly subject to the following:

- 1) This assignment is executed and delivered by Assignor to Assignee in accordance with the terms and provisions of that certain Amended and Revised Prospect Development Agreement effective July 7, 2000, between Assignor and Assignee.
2) This assignment is executed and delivered by Assignor to Assignee in accordance with the terms and provisions of that certain Operating Agreement dated January 28, 2002, between Assignor and Assignee (hereinafter called the "Agreement"). A Notice of Operating Agreement is filed of record in the Official Public Records of Karnes County, Texas in Volume 773 at page 1.
3) This assignment shall be subject to the terms and conditions of all laws, rules, and orders, regulations and ordinances of all Federal, State and other governmental administrative and regulatory agencies.
4) Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases or any contracts or agreements affecting the Leases or implied by law.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the lands described above and the assigned premises and with each transfer or assignment of any of the Leases.

Assignee joins in the execution hereof for the purpose of being bound by, and does hereby agree to be bound by, all of the terms, provisions, obligations, and covenants contained herein.

Executed this 24th day of May, 2007, but effective May 25, 2006.

"ASSIGNOR"

MOBIL PRODUCING TEXAS & NEW MEXICO INC.

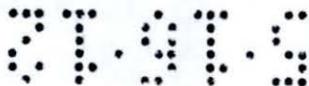
By: [Signature]
Name: G. R. SHULTZ
Title: ATTORNEY IN FACT

HEB

"ASSIGNEE"

TEXAS CRUDE ENERGY, INC.

By: [Signature]
K. C. Weiner
President



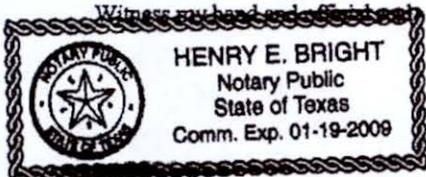
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this 24th day of May, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. R. SHULTZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity of Attorney-in-Fact of MOBIL PRODUCING TEXAS & NEW MEXICO INC.

Witness my hand and official seal.



Henry E. Bright
Notary Public in and for the State of Texas

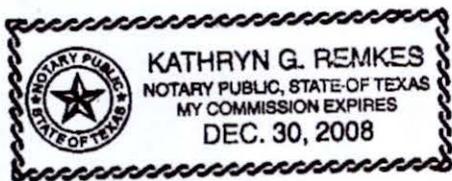
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this 25th day of May, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared K. C. Welner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity of President of TEXAS CRUDE ENERGY, INC.

Witness my hand and official seal.



Kathryn G. Remkes
Notary Public in and for the State of Texas



Exhibit "A"
Leases
Karnes County, Texas

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0019-00	Arthur W. Fenner	J. Paul Rainey	06/13/2001	146.3 acs in the Britton Odom Survey, A-220, Karnes County, Texas described in two separate tracts: Tr 1: 84 acs described in that certain Deed dated December 2, 1946 from Phil Buegleler and wife, Emma Buegler to Arthur Fenner, recorded in Volume 162, Page 619, Deed Records, Karnes County, Texas and Tr 2: 62.3 acs described in that certain Deed dated April 1, 1952 from Phillip Buegler, et al to Arthur W. Fenner and wife, Leona Fenner, recorded in Volume 205, Page 415, Deed Records, Karnes County, Texas	09/04/2001 BK 762 PG 379 05/04/2006 VOL 834 PG 531 (Amendment)
01939-0020-00	Randall J. Boysen	J. Paul Rainey	07/05/2001	58.93 acres of land, more or less, situated in the Britton Odom Survey, Abstract No. 220, Karnes County, Texas, being the same land more particularly described as 57.215 acres in that certain Deed dated September 16, 2000 from Michael R. Buegeler, et al to Randall J. Boysen, recorded in Volume 750, Page 61, Deed Records, Karnes County, Texas	09/04/01 BK 762 PG 374 07/03/06 VOL 836 PG 893 (Extension)
01939-0021-00	Lori Kay Buegeler, Karen Fay Roberts and Michael R. Buegeler	J. Paul Rainey	07/05/2001	121.82 acres of land, more or less, situated in the Carlos Martinez Survey, A-6, Karnes County, Texas, being the same land described in that certain Deed dated March 1, 1961 from Reinhold E. Buegeler, et al to Leslie E. Buegeler and wife, Dolores Buegeler, recorded in Volume 288, Page 235, Deed Records, Karnes County, Texas 58.93 acres, more or less, situated in the Britton Odom Survey, Abstract 220, Karnes County, Texas, being the same land more particularly described as 57.215 acres in that certain Deed dated September 16, 2000 from Betty Ruth Buegeler Boysen to Michael R. Buegeler, et al, recorded in Volume 750, Page 65, Karnes County, Texas	09/04/01 BK 762 PG 368 05/04/06 VOL 834 PG 533 (Amendment) 05/04/06 VOL 834 PG 535 (Amendment) 05/04/06 VOL 834 PG 537 (Amendment)
01939-0022-01	Andrews Trust, acting herein through Troy Douglas Andrews, Trustee	J. Paul Rainey	07/05/2001	117.2 acres of land, more or less, situated in the Carlos Martinez Grant, Abstract No. 6, Karnes County, Texas, being the same land more particularly described in that certain Deed dated August 31, 1987, from Troy B. Andrews and wife, Hazel C.	09/04/01 BK 762 PG 363 05/04/2006 VOL 834 PG 539 (Amendment) 05/18/2006 VOL 835 PG 240 (Ratification)

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
				Andrews to Andrews Trust, recorded in Volume 572, Page 865, Deed Records, Kames County, Texas	
01939-0023-00	Roy A. Samsel, Carrie Sain and Velma Hrametz	J. Paul Rainey	07/24/2001	318.63 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6, the James Lynch Survey, Abstract No. 178 and the P. B. Butler Survey, Abstract No. 365, Kames County, Texas, being the same land more particularly described in that certain Gift Warranty Deed dated November 12, 1987 from Angela Reiley Samsel to Roy A. Samsel, et al, recorded in Volume 574, Page 266, Official Records, Kames, County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 400 05/04/2006 VOL 834 PG 541 (Amendment) 05/04/2006 VOL 834 PG 543 (Amendment) 05/04/2006 VOL 834 PG 545 (Amendment)
01939-0024-00	Henry Samsel and wife, Frances Louise Samsel; and Martha Lou Harrison	J. Paul Rainey	07/24/2001	168.83 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6, the James Lynch Survey, Abstract No.178 and the P. B. Butler Survey, Abstract No. 365, Kames County, Texas, being the same land more particularly described in that certain Gift Deed dated October 14, 1991 from Martha Lou Harrison, Trustee for Jody Wayne Harrison and Stacy Rebecca Harrison to Henry Samsel, recorded in Volume 624, Page 465, Official Records, Kames County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 394 05/04/06 VOL 834 PG 547 (Amendment)
01939-0025-00	Irene Lieke, Emma Martina Lieke Walleck, Ronnie Dee Lieke and Elton Henry Lieke	J. Paul Rainey	07/24/2001	168.86 acres of land, more or less, situated in the Carlos Martinez Survey, Abstract No. 6 and the B. H. Duval Survey, Abstract 97, Kames County, Texas, being the same land and more particularly described as "FIRST TRACT" and "SECOND TRACT" in that certain Deed dated December 22, 1992 from Martin Lieke and wife, Emma B. Lieke to Emma Martina Lieke Walleck, et al, recorded in Volume 636, Page 281, Official Records, Kames County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 357 06/19/06 VOL 836 PG 330
01939-0026-00	Tony Patino, Jr. and Geneva Jane Patino, Trustees of the Patino Family Trust dated May 10, 1999	J. Paul Rainey	07/24/2001	141.54 acres of land, more or less, situated in the B. H. Duval Survey, A-97, Kames County, Texas, being the same land more particularly described in that certain Deed dated May 10, 1999 from Tony Patino, Jr., et ux to Tony Patino, Jr. and Geneva Jane Patino, Trustees of the Patino Family Trust dated May 10, 1999, recorded in Volume 730, Page 481, Official Records, Kames County, Texas including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 389 05/04/2006 VOL 834 PG 549 (Amendment)

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0027-00	Marshall E. Graef, Jr. and Ty Wayne Graef	J. Paul Rainey	08/06/2001	112.08 acres of land, more or less, situated in the B. H. Duval Survey, Abstract No. 97, Karnes County, Texas, being the same land more particularly described as containing 110.08 (by resurvey found to contain 112.08 acres) in that certain Deed dated March 5, 1957 from Olivia B. Zoelner to W. B. Graef, recorded in Volume 248, Page 381, Deed Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land.	09/04/01 BK 762 PG 384 08/21/06 VOL 839, PG 36 (Extension) 08/21/06 VOL 839, PG 38 (Extension)
01939-0030-00	Douglas W. Franke and wife, Mary Ann Franke	J. Paul Rainey	08/26/2001	124.893 acres of land, more or less, situated in the Britton Odom Sy, A-220, Karnes County, Texas, being the same land more particularly described in that certain Deed dated March 9, 1989 from C. P. Corder, Jr. to Douglas W. Franke, Jr., recorded in Volume 587, Page 164, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land. Reference to the a bove mentioned document(s) and record thereof, is hereby made for descriptive purposes only.	09/18/01 BK 762 PG 831 05/04/06 VOL 834 PG 551 (Amendment)
01939-0031-01	Weldon R. Johnson and Merle Lavon Johnson	J. Paul Rainey	06/26/2001	322.62 acres of land, more or less (by re-survey found to contain 321.876 acres) situated in the Britton Odom Survey, A-220, Karnes County, Texas, being the same land more particularly described in that certain Deed dated September 14, 1993 from Melvin M. Barron, et ux to Weldon R. Johnson, et ux, recorded in Volume 648, Page 878, Official Records, Karnes County, Texas and also described as two separate tracts as follows: TRACT ONE: 161.2 acres of land, more or less, situated in the Britton Odom Susrvey, A-220, being Tract No. 6 of the Subdivision of the W. C. Crews as designated by a plat filed of record July 16, 1919, recorded in Volume 58, Page 154, Deed Records, Karnes County, Texas, and being the same land more particularly described in that certain Deed dated May 30, 1972 from Mrs. Henry Steel, et al to Scott Davidson, et ux, recorded in Volume 413, Page 793, Deed Records, Karnes County, Texas TRACT TWO: 161.42 acres of land, more or less, situated in the Britton Odom Survey, A-220, being Tract No. 7 of the Subdivision of the W. C. Crews as designated by a plat filed of record July 16, 1919, recorded in Volume 58, Page 154, Deed Records, Karnes County, Texas and being the same land more particularly described in that certain Deed dated March 14, 1984 from John L. Pike, et ux to Melvin M. Barron, et ux, recorded in Volume 543, Page 149, Deed Records, Karnes County, Texas	10/10/01 Vol 764 Page 304 12/06/01 Vol 766 Page 395 (Ratification) 05/04/06 Vol 834 Page 553 (Amendment) 05/18/06 Vol 835 Page 238 (Ratification)

Lease Id	Lessor Name	Lessee	Eff. Date	Legal Description	Recording Information
01939-0032-00	Jack and Bernice Mobley Family Partnership Ltd.	J. Paul Rainey	09/06/2001	249.786 acres of land, more or less, situated in the Britton Odom Sy, A-220, Karnes County, Texas, being the same land more particularly described as "Tract 1" and "Tract 2" in that certain Deed dated December 20, 1999 from Jack E. Mobley and wife, Bernice L. Mobley to the Jack and Bernice Mobley Family Partnership, recorded in Volume 739, Page 851, Official Records, Karnes County, Texas, including such land, if any, which may underlie roads, rights of way, or any easement on or adjoining said tracts of land. Reference to the above-mentioned document(s) and record thereof, is hereby made for descriptive purposes only.	10/10/2001 Vol 764 Page 299 05/04/2006 Vol 834 Page 555 (Amendment) 06/02/2006 Vol 835 Page 715 (Amendment) 06/02/2006 Vol 835 Page 717 (Amendment) 06/02/2006 Vol 835 Page 719 (Amendment) 06/02/2006 Vol 835 Page 721 (Amendment)

(exhibitcustom1.frx) Version 9.4.2

00075533 BK VOL 856 PG 55

Filed for Record in:
Karnes County
On: May 31, 2007 at 12:23P
As at:
Recording Official Record
Document Number: 00075533
Amount: 36.00
Receipt Number - 12382
By:
Marilyn Bednorz

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
May 31, 2007

Honorable Alva Jonas, County Clerk
Karnes County

Delaware

PAGE 1

The First State

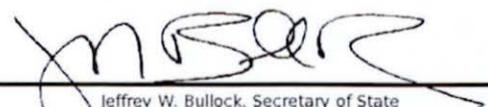
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "HILCORP RESOURCES, LLC", CHANGING ITS NAME FROM "HILCORP RESOURCES, LLC" TO "MARATHON OIL EF LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF NOVEMBER, A.D. 2011, AT 10:55 O'CLOCK A.M.

4834979 8100

111153638

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9127390

DATE: 11-01-11

2011

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:55 AM 11/01/2011
FILED 10:55 AM 11/01/2011
SRV 111153638 - 4834979 FILE

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
HILCORP RESOURCES, LLC**

In accordance with Section 18-208 of the Delaware Limited Liability Company Act, this Amended and Restated Certificate of Formation is being executed for the purpose of amending and restating the Certificate of Formation of Hilcorp Resources, LLC filed with the Secretary of State of Delaware on the 10th day of June, 2010. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

FIRST: The name of the limited liability company is Hilcorp Resources, LLC.

SECOND: The Certificate of Formation of the limited liability company is hereby amended as follows:

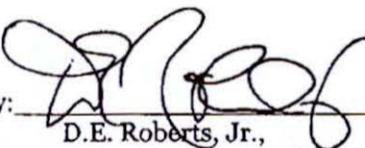
1. Name. The name of the limited liability company is Marathon Oil EF LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

THIRD: That the Amended and Restated Certificate of Formation becomes effective when filed by the Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this 1st day of November, 2011.

MARATHON OIL COMPANY,
Member

By: _____


D.E. Roberts, Jr.,
Executive Vice President and
Chief Operating Officer

2011

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), dated as of November 1, 2011 is from Hilcorp Resources Holdings, LP, a Delaware limited partnership ("Assignor"), to Marathon Oil Company, an Ohio corporation ("Assignee").

Recitals:

A. Assignor holds all issued and outstanding membership interests (the "Assigned Membership Interests") in and to Hilcorp Resources, LLC, a Delaware limited liability company.

B. Assignor and Assignee have entered into a Purchase and Sale Agreement, dated as of May 31, 2011 (the "Purchase Agreement"), under which Assignor has agreed to sell and transfer, and Assignee has agreed to purchase, the Assigned Membership Interests, all as more fully provided therein.

C. Assignor now desires to transfer to Assignee the Assigned Membership Interests.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

Assignment and Agreements:

1. Assignment of Membership Interests. Assignor has transferred, assigned, conveyed, and delivered, and by these presents does hereby transfer, assign, convey, and deliver, to Assignee, the Assigned Membership Interests.

2. Habendum. TO HAVE AND TO HOLD, the Assigned Membership Interests, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, and its successors and assigns, forever.

3. Purchase Agreement. This Assignment is subject to, in all respects, the terms and conditions of the Purchase Agreement, and to the extent there is a conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. Except as set forth in the Purchase Agreement, the Assignee accepts the Assigned Membership Interests from Assignor without any representation or warranty.

4. Withdrawal. Assignor hereby withdraws as a member of Hilcorp Resources, LLC.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of this first day of November, 2011.

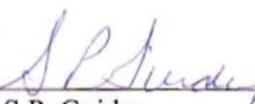
Assignor:

HILCORP RESOURCES HOLDINGS, LP

By: HRES GP, LLC, its General Partner

By: 
Jason C. Rebrook
Vice President

MARATHON OIL COMPANY

By: 
S.P. Guidry
Vice President, Business Development

APPROVED
AS TO FORM


NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES AND BILL OF SALE

STATE OF TEXAS § KNOW ALL BY THESE PRESENTS:
COUNTY OF KARNES §

WHEREAS, TEXAS CRUDE ENERGY, INC., the mailing address of which is 2803 Buffalo Speedway, Houston, Texas 77098, (hereinafter referred to as "Assignor") is the present owner of an interest in certain oil, gas and other mineral leasehold rights covering lands in Karnes County, Texas, said leases being described on Exhibit "A" attached hereto (said leases together with all ratifications, amendments and extensions thereof, the "Leases") and said lands being described in the Leases (the "Lands"); and,

WHEREAS, Assignor desires to convey to HILCORP RESOURCES, LLC, the mailing address of which is 1201 Louisiana, Suite 1400, Houston, Texas 77002 (hereinafter referred to as "Assignee") an undivided interest in the Leases and Lands, and the leasehold rights as pertain thereto as herein below provided.

WITNESS

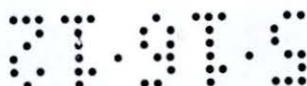
NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid by Assignee and other good and valuable consideration, including the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, by acceptance of this Assignment of Oil, Gas and Mineral Leases and Bill of Sale (the "Assignment"), hereby agree to the following terms and conditions:

1. CONVEYANCE

A. Assignor does hereby transfer, grant, assign and convey unto Assignee, and its successors and assigns, an undivided Twelve and one-half percent (12.5%) interest in and to the oil, gas and mineral leasehold interests, contractual interests in minerals, and all other interests of every kind and character, including without limitation after acquired title, reversionary and other similar interests in the Leases insofar as the Leases cover the Lands, together with an undivided Twelve and one-half percent (12.5%) interest in and to all wells, equipment, fixtures, pipelines, water wells, other personal property, farmout agreements, operating agreements, surface use agreements and leases, permits and other contracts and agreements related to or used in connection with the ownership or operation of the Leases (collectively, the "Assigned Interests").

Pursuant to the terms and conditions of that certain Participation Agreement between the Assignor and Assignee's predecessor, Hilcorp Energy I, L.P., effective August 1, 2009, as amended (the "Agreement"), by which Assignee is acquiring the interest described in this Assignment, Assignee shall be entitled to receive, and shall receive, Eighty Seven and One Half Percent (87.5%) of all proceeds of production attributable to Assignor's interest in the wells described on Exhibit "B" attached hereto (the "Wells") as such interest existed as of the Effective Date and thereafter until "HPA Payout", as defined in the Agreement, has occurred, including, but not limited to, Assignor's right to receive proceeds of production until Farmout Payout as set forth in those two Assignments of Oil, Gas and Mineral Leases and Bill of Sale effective October 4, 2010 from Assignor to Yallingup Oil & Gas, LP and Meelup Oil & Gas, LP, respectively. Funds to be recouped by Assignee include costs and expenses incurred in regard to the Wells, Leases and Lands described or referred to herein, together with costs and expenses in regard to certain other wells, lands and leases not described in this Assignment, all as more particularly provided for in the Agreement.

B. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO (i) THE CONDITION OF ANY EQUIPMENT AND PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OR MATERIALS) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT



PRICING ASSUMPTIONS, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION).

C. The effective date for this Assignment shall be 7:00 a.m. local time on October 5, 2010, regardless of the date of execution hereof (the "Effective Date"); provided, however, that Assignee shall be entitled to receive its share of production from the Wells prior to the Effective Date pursuant to, and in accordance with, the terms of the Agreement.

2. COVENANTS

A. This Assignment is subject to the terms and conditions of that certain Participation Agreement between the Assignor and Assignee's predecessor, Hilcorp Energy I, L.P., effective August 1, 2009, as amended, regarding the acquisition of the interest described herein (the "Agreement"). Further, this Assignment is subject to the terms and conditions of that certain Confidential Farmout Agreement effective April 30, 2009 between Assignor and Yallingup Oil & Gas, LP and that certain Confidential Farmout Agreement effective April 30, 2009 between Assignor and Meelup Oil & Gas, LP (collectively, the "Farmout Agreements") regarding the acquisition of the interest described herein. Assignor and Assignee agree that the terms and provisions of the Agreement and the Farmout Agreements shall survive the execution and delivery of this Assignment. In the event of a conflict between the terms of this Assignment and the Agreement or Farmout Agreements, the terms of the Agreement and Farmout Agreements shall control. Furthermore, this Assignment is subject to the terms and conditions of the Operating Agreement effective November 1, 2006 affecting the Leases and Lands described herein.

B. Assignor and Assignee agree to observe, perform and comply (in all material respects) with the terms, provisions, covenants and conditions, express or implied, of the agreements applicable to the Leases and Lands pertaining hereto and will comply (in all material respects) with all local, state and federal laws, rules, regulations and orders applicable to ownership and enjoyment of the Leases and Lands pertaining hereto.

C. Assignor certifies that this transaction does not conflict with or violate any contract, agreement, law, regulation, decree or court order to which Assignor is a party.

D. Assignor warrants and agrees to defend the title to the Assigned Interests unto Assignee, its successors and assigns, against the claims of all parties claiming the same or any part thereof by, through or under Assignor but not otherwise, but with full rights of substitution and subrogation in and to all warranties of Assignor's predecessors in interest.

E. With respect to the Assigned Interests, Assignee shall bear its proportionate share of all lessor's royalty and other similar burdens of record as of the Effective Date and that certain Assignment of Overriding Royalty Interests effective October 1, 2010 from Assignor to Amber Harvest Corporation, pertaining to the Leases insofar as they cover the Lands.

F. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

TO HAVE AND TO HOLD the Assigned Interests, together with all of the rights, privileges, benefits and appurtenances, in any way appertaining or belonging thereto unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

IN WITNESS WHEREOF, this Assignment is executed on the dates of the acknowledgments set out below, but effective as of the Effective Date.

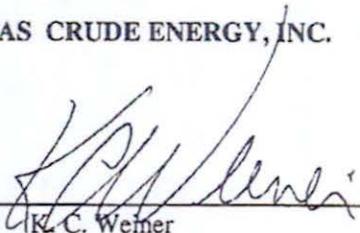
"ASSIGNOR"

"ASSIGNEE"

TEXAS CRUDE ENERGY, INC.

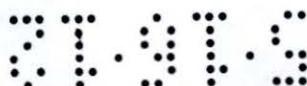
HILCORP RESOURCES, LLC

By:


K.C. Weimer
President

By:


Curtis Smith
Vice President

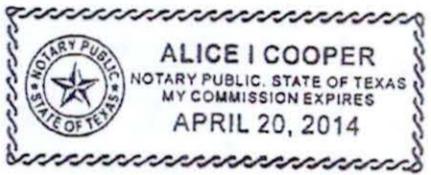


ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **K. C. WEINER**, known to me to be the person whose name is subscribed to the foregoing instrument, as President of **TEXAS CRUDE ENERGY, INC.**, a Texas corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, 2010.



Alice I Cooper
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **CURTIS SMITH**, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of **HILCORP RESOURCES, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of November, 2010.



Chantelle Messa Labrie
Notary Public in and for the State of Texas

2010

Exhibit "A"
Leases
Karnes County, Texas

Lease Id SU/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0001-00	Gerald Dickens, and wife, Sandra Erler Dickens Texas Crude Energy, Inc.	12/06/2006	04/27/2007 853/129/75027
02000-0002-00	Ron Carter and wife, Sandra Carter Texas Crude Energy, Inc.	12/06/2006	12/06/2006 849/642/74561
02000-0003-00	John R. Rogers and wife, Margie L. Rogers Texas Crude Energy, Inc.	12/08/2006	03/08/2007 849/646/74562
02000-0004-00	Ellis Eugene Rippstein Texas Crude Energy, Inc.	12/14/2006	04/27/2007 853/134/75028
02000-0005-00	Manuel Yosko and wife, Mary Ann Yosko Texas Crude Energy, Inc.	12/12/2006	03/08/2007 849/650/74563
02000-0006-00	Clifford M. Spahn and wife, Becky Spahn Texas Crude Energy, Inc.	12/08/2006	08/27/2007 861/25/76383
02000-0007-00	Harry Rippstein Jr. Texas Crude Energy, Inc.	12/14/2006	12/20/2006 849/655/74564
02000-0008-01	Alvin Waclawczyk Texas Crude Energy, Inc.	01/09/2007	04/27/2007 853/139/75029
02000-0008-02	Martin Laskowski and wife, Jill Laskowski Texas Crude Energy, Inc.	12/12/2006	04/27/2007 853/144/75030
02000-0008-03	Peter P. Waclawczyk, Jr. and wife, Clara Waclawczyk Texas Crude Energy, Inc.	01/09/2007	04/27/2007 853/149/75031
02000-0008-04	Conrad Laskowski and wife, Gladys Laskowski Texas Crude Energy, Inc.	01/05/2007	04/27/2007 853/154/75032
02000-0008-05	Sigmond Pollok and wife, Virginia Pollok Texas Crude Energy, Inc.	12/12/2006	04/27/2007 853/159/75033
02000-0008-06	Euphemia Wiatrek Texas Crude Energy, Inc.	12/12/2006	04/27/2007 853/164/75034
02000-0009-00	Clifton E. Miller and wife, Christine J. Miller Texas Crude Energy, Inc.	01/04/2007	04/27/2007 853/169/75035
02000-0010-02	Browne P. Rutledge and Lucille E. Rutledge Texas Crude Energy, Inc.	04/27/2007	11/15/2007 866/15/77246
02000-0010-03	Manuel Yosko and wife, Mary Ann Yosko Texas Crude Energy, Inc.	01/04/2007	08/27/2007 861/30/76384
02000-0010-04	Thomas M. Ruckman, Trustee of the Shirley E. Ruckman Trust Texas Crude Energy, Inc.	03/01/2007	11/15/2007 866/13/77245 (Memorandum)
02000-0010-05	Clyde S. Eckols Texas Crude Energy, Inc.	03/01/2007	08/02/2010 936/26/90703
02000-0012-00	Jerry Vajdos, Chris Vajdos and wife, Sandra Vajdos Texas Crude Energy, Inc.	11/30/2006	04/27/2007 853/184/75038
02000-0013-01	Edith Huth Texas Crude Energy, Inc.	11/15/2006	09/27/2007 862/887/76701



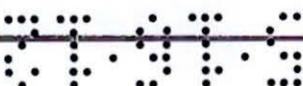
Lease Id SU/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0013-02	H & E Management LLC, A Texas Limited Liability Company Texas Crude Energy, Inc.	06/04/2008	10/06/2008 884/592/80701 (Memorandum)
02000-0014-00	Theresa V. Belcher Texas Crude Energy, Inc.	01/23/2007	10/22/2007 864/601/77019
02000-0015-00	Jerry Vajdos Texas Crude Energy, Inc.	01/23/2007	10/22/2007 864/606/77020
02000-0016-00	Kathryn E. Salge, A Widow Texas Crude Energy, Inc.	12/18/2006	04/27/2007 853/189/75039
02000-0017-00	William H Wilson and wife, Dorothy Wilson Texas Crude Energy, Inc.	01/23/2007	03/08/2007 849/665/74566
02000-0018-00	Allen Ben Jonas , Individually and as Attorney In Fact for Orlis Jauer Jonas Texas Crude Energy, Inc.	01/10/2007	04/27/2007 853/194/75040
02000-0019-00	Allen B. Jonas, Individually and as Attorney In Fact for Orlis Jauer Jonas Texas Crude Energy, Inc.	01/10/2007	05/31/2007 855/872/75516
02000-0020-00	Casper S Vajdos and wife, Edna L. Vajdos Texas Crude Energy, Inc.	01/18/2007	10/22/2007 864/611/77021
02000-0021-01	Eunice L. Quemer Texas Crude Energy, Inc.	01/09/2007	04/27/2007 853/199/75041
02000-0021-02	Paul T. Brysch Jr. and wife, Karen Z. Brysch Texas Crude Energy, Inc.	03/12/2007	05/31/2007 855/819/75502 (Memorandum)
02000-0022-00	Wayne Hierholzer and wife, Charlene Hierholzer Texas Crude Energy, Inc.	01/15/2007	08/27/2007 861/45/76387
02000-0023-00	Fabian Vajdos and wife, Marian Vajdos Texas Crude Energy, Inc.	01/23/2007	10/22/2007 864/616/77022
02000-0024-00	Horace Dayton Smith Texas Crude Energy, Inc.	01/30/2007	04/27/2007 853/127/75026 (Memorandum)
02000-0026-00	Rafter J. Ranch, LTD., A Texas Limited Partnership Texas Crude Energy, Inc.	01/26/2007	04/30/2007 853/341/75069
02000-0027-00	Alfred W. Kempe Jr. Texas Crude Energy, Inc.	12/07/2006	07/30/2007 859/328/76106 (Memorandum)
02000-0028-00	Douglas Bryan, dealing in his sole and separate property Texas Crude Energy, Inc.	02/01/2007	03/08/2007 849/670/74567
02000-0029-00	Debbie Kay Bussefman Witte, Brenda Gay Bussefman Gregory, Bobby Ray Bussefman and Kevin Jay Bussefman Texas Crude Energy, Inc.	01/04/2007	04/30/2007 853/346/75070
02000-0030-00	Robert G. Rippstein Jr. and Joni R. Huwe Texas Crude Energy, Inc.	02/01/2007	04/27/2007 853/112/75023 04/27/2007 853/204/75042
02000-0031-01	Jo Ann Voigt Barnard Texas Crude Energy, Inc.	02/05/2007	08/27/2007 861/35/76385
02000-0031-02	James Voigt Texas Crude Energy, Inc.	02/05/2007	04/27/2007 853/77/75016
02000-0032-00	Patti L Salge Texas Crude Energy, Inc.	02/02/2007	04/27/2007 853/82/75017



Lease Id SI/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0034-00	Manuel Yosko and wife, Mary Ann Yosko Texas Crude Energy, Inc.	02/03/2007	04/27/2007 853/87/75018
02000-0035-01	Elmer Pawelek and Lucille Pawelek Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/223/76579
02000-0035-02	James Pawelek and Ruby Pawelek Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/229/76580
02000-0036-00	Inez Hysaw Oxford Texas Crude Energy, Inc.	01/18/2007	08/27/2007 861/40/76386
02000-0037-01	James Voigt Texas Crude Energy, Inc.	02/05/2007	04/27/2007 853/92/75019
02000-0037-02	Jo Ann Voigt Barnard Texas Crude Energy, Inc.	02/07/2007	04/30/2007 853/351/75071
02000-0038-00	Charles Coleman Texas Crude Energy, Inc.	06/19/2007	08/27/2007 861/50/76388
02000-0039-01	Allen Michael Hons Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/235/76581
02000-0039-02	Mark J. Hons Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/240/76582
02000-0039-03	Kirby James Hons Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/245/76583
02000-0039-04	David Hons Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/250/76584
02000-0040-01	Carlos Martinez and Sandra Martinez Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/162/76568 09/17/2007 862/167/76569
02000-0041-00	Ralph E. Hons Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/104/76558
02000-0042-00	Paul William Jauer Texas Crude Energy, Inc.	02/06/2007	04/30/2007 853/356/75072 (Memorandum)
02000-0043-00	Harry William Jauer Texas Crude Energy, Inc.	02/06/2007	10/22/2007 864/621/77023
02000-0044-01	Terry W. Huth and wife, Darlene S. Huth Texas Crude Energy, Inc.	01/12/2007	04/27/2007 853/97/75020
02000-0044-02	Senrak Co. Texas Crude Energy, Inc.	01/12/2007	04/27/2007 853/102/75021
02000-0044-03	Wilburn Huth and wife, Joann S. Huth Texas Crude Energy, Inc.	01/12/2007	04/27/2007 853/107/75022
02000-0044-04	Dudley K. Huth, and wife, Dana L. Huth Texas Crude Energy, Inc.	01/12/2007	04/27/2007 853/117/75024
02000-0045-00	Patrick J. Vajdos and wife, Joan Vajdos Texas Crude Energy, Inc.	01/18/2007	10/22/2007 864/623/77024
02000-0046-00	Larry Hedtke and wife, Beverly Hedtke Texas Crude Energy, Inc.	01/10/2007	04/30/2007 853/358/75073
02000-0047-00	Howard Stulling Texas Crude Energy, Inc.	02/14/2007	05/31/2007 855/877/75517
02000-0048-00	Wilfred John Peck Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/255/76585



Lease Id SU/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0049-01	Jerome T. Mutz Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/136/76563
02000-0049-02	Michael Mutz Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/146/76565
02000-0049-03	Richard S. Mutz Texas Crude Energy, Inc.	01/15/2007	09/17/2007 862/141/76564
02000-0050-00	Darrel James Jalufka Texas Crude Energy, Inc.	02/15/2007	07/18/2008 880/391/79894
02000-0051-00	Thomas A. Egbert Texas Crude Energy, Inc.	03/16/2007	08/27/2007 861/55/76389
02000-0052-00	Kirk Green and wife, Rhonda Green Texas Crude Energy, Inc.	02/20/2007	04/30/2007 853/360/75074
02000-0053-00	Jimmy Ray Holland Texas Crude Energy, Inc.	01/04/2007	04/27/2007 853/122/75025
02000-0054-01	Browne P. Rutledge and wife, Lucille E. Rutledge Texas Crude Energy, Inc.	02/20/2007	05/31/2007 855/882/75518
02000-0054-02	Marvin Witte and wife, Mary Ruth Witte and Richard W. Witte and wife, Elizabeth Witte Texas Crude Energy, Inc.	02/26/2007	07/02/2007 857/894/75851
02000-0054-03	Thomas M. Ruckman, as Trustee for the Shirley E. Ruckman Trust Texas Crude Energy, Inc.	03/01/2007	07/02/2007 857/897/75852
02000-0054-04	Clyde S. Eckols Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/1/75853
02000-0055-01	David Charles Dupnik Texas Crude Energy, Inc.	02/26/2007	05/31/2007 855/887/75519
02000-0055-02	Anthony Charles Dupnik Texas Crude Energy, Inc.	02/26/2007	05/31/2007 855/891/75520
02000-0055-03	John Robert Dupnik Texas Crude Energy, Inc.	02/26/2007	05/31/2007 855/895/75521
02000-0056-01	Anthony Charles Dupnik Texas Crude Energy, Inc.	02/26/2007	05/31/2007 856/1/75522
02000-0056-02	John Robert Dupnik Texas Crude Energy, Inc.	02/26/2007	05/31/2007 856/5/75523
02000-0057-00	Timothy E. Murphy and Judith A. Murphy Texas Crude Energy, Inc.	02/20/2007	05/31/2007 856/9/75524
02000-0058-00	Timothy E. Murphy and Judith A. Murphy Texas Crude Energy, Inc.	02/20/2007	04/30/2007 853/370/75076
02000-0059-00	Dorothy Jo Weigang Texas Crude Energy, Inc.	02/06/2007	07/02/2007 858/3/75854 (Memorandum)
02000-0060-00	Dorothy Jo Weigang Texas Crude Energy, Inc.	02/06/2007	07/02/2007 858/5/75855 (Memorandum)
02000-0061-00	Emrick Opiela and Elaine R. Opiela Texas Crude Energy, Inc.	12/05/2006	05/31/2007 855/817/75501 (Memorandum)
02000-0062-00	Anita I. Forister Texas Crude Energy, Inc.	01/15/2007	10/22/2007 864/631/77026
02000-0063-00	Vicent Liska and Joyce Liska Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/7/75856 (Memorandum)



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0064-00	Joe Milton Ryan Texas Crude Energy, Inc.	01/22/2007	07/30/2007 859/330/76107 (Memorandum)
02000-0065-00	Brian Sellers Texas Crude Energy, Inc.	03/07/2007	08/27/2007 861/60/76390 10/06/2008 884/590/80700 (Ratf)
02000-0066-00	Patrick J. Vajdos and Joan Vajdos Texas Crude Energy, Inc.	02/27/2007	10/22/2007 864/637/77027
02000-0067-00	Albert Laubach and Ronda Laubach Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/9/75857
02000-0068-00	Richard W. and Elizabeth Witte Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/11/75858
02000-0069-01	Vernon J. Kuhnel and Laura Kuhnel Texas Crude Energy, Inc.	02/15/2007	11/24/2008 887/597/81298
02000-0069-02	John L. Marrs Trust Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/332/76108 (Memorandum)
02000-0069-03	Thomas L. Sisti and Dolores D. Sisti Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/260/76586
02000-0069-04	Martha Jane Ondrej Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/266/76587
02000-0070-01	Kathleen Polasek Texas Crude Energy, Inc.	01/15/2007	09/28/2007 863/110/76728
02000-0070-02	Ernest Kroll and Rita Piskor Kroll Texas Crude Energy, Inc.	01/15/2007	09/27/2007 862/897/76705 (Memorandum)
02000-0070-03	Greg and Linda Kroll Texas Crude Energy, Inc.	01/15/2007	09/28/2007 863/122/76730
02000-0071-01	Wesley D. Stout Texas Crude Energy, Inc.	03/06/2007	05/31/2007 856/14/75525
02000-0071-02	Daniel E. Stout, II Texas Crude Energy, Inc.	03/06/2007	05/31/2007 856/19/75526
02000-0071-03	Cora Francis Stout Pawelek Texas Crude Energy, Inc.	03/06/2007	05/31/2007 856/24/75527
02000-0072-01	Thomas A. Egbert Texas Crude Energy, Inc.	03/16/2007	08/27/2007 861/65/76391
02000-0073-00	Carlton James Salge Texas Crude Energy, Inc.	02/14/2007	05/31/2007 856/29/75528
02000-0074-00	Thomas A. Egbert Texas Crude Energy, Inc.	03/16/2007	05/31/2007 856/34/75529
02000-0075-00	Robert Ray Salge J. Paul Rainey	03/15/2007	05/31/2007 856/39/75530
02000-0076-00	Emma Donaubaure and Glimmer W. Donaubaure Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/116/76729
02000-0077-01	Susan Cameron Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/120/76560
02000-0077-02	Pat McGrath Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/206/76576
02000-0077-03	Michael Evans and Mitzi Evans Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/200/76575



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0078-00	David C. Wood and Dorothy M. Wood Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/194/76574
02000-0079-00	Gary W. Cox and Angela F. Cox Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/151/76566
02000-0080-00	Dorothy Jo Weigang and Joe Milton Ryan and David Steven Ryan and Rhonda Loftin Texas Crude Energy, Inc.	02/06/2007	07/02/2007 858/13/75859 (Memorandum)
02000-0081-00	Michael W. Mohr and Jeani Maria Mohr Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/172/76570
02000-0082-00	Michael J. Spillar and Katherine Y. Spillar Texas Crude Energy, Inc.	03/13/2007	07/02/2007 858/16/75860 (Memorandum)
02000-0084-00	Marvin H. Witte, individually and as the Executor of the Rosa Witte Estate Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/18/75861 (Memorandum)
02000-0085-00	Maurice Trail Texas Crude Energy, Inc.	03/27/2007	09/17/2007 862/189/76573
02000-0087-00	Mary Lou Cannon Quillian Texas Crude Energy, Inc.	03/01/2007	07/02/2007 858/20/75862 (Memorandum)
02000-0089-01	Deborah R. Reyes Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/128/76731
02000-0089-02	Patricia M. Hingst Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/133/76732
02000-0089-03	Maxine George Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/138/76733
02000-0089-04	Marcus V. Syring Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/143/76734
02000-0089-05	Harold J. Syring Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/148/76735
02000-0089-06	James M. Syring Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/153/76736
02000-0090-00	Allen Bastian Texas Crude Energy, Inc.	02/15/2007	08/27/2007 861/72/76393 (Memorandum)
02000-0091-00	Joseph R. Frazier and Claire D. Frazier Texas Crude Energy, Inc.	04/13/2007	05/31/2007 856/44/75531
02000-0092-00	Kathlene Mikkelson Individually and as the Executrix of the Alvin Kaiser Estate Texas Crude Energy, Inc.	02/26/2007	07/02/2007 858/24/75864 (Memorandum)
02000-0094-00	Harroll Wallis Salge Texas Crude Energy, Inc.	03/15/2007	05/31/2007 856/55/75532
02000-0095-01	Marcy M. Urbanczyk and Rodney Urbanczyk Texas Crude Energy, Inc.	03/15/2007	05/31/2007 855/821/75503 (Memorandum)
02000-0095-02	Casper Frank Moczygemba, Jr. and Rosa Lee Moczygemba Texas Crude Energy, Inc.	03/15/2007	05/31/2007 855/823/75504 (Memorandum)
02000-0095-03	Stephen John Moczygemba and Cheryl Moczygemba Texas Crude Energy, Inc.	03/15/2007	05/31/2007 855/825/75505 (Memorandum)



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0096-00	Zita Piskor Hollis Texas Crude Energy, Inc.	01/15/2007	07/30/2007 859/334/76109 (Memorandum)
02000-0097-00	Thomas M Kroll Texas Crude Energy, Inc.	04/03/2007	08/27/2007 861/72/76393 (Memorandum)
02000-0098-00	Pete R. Zaiontz Texas Crude Energy, Inc.	03/15/2007	05/31/2007 855/827/75506
02000-0099-01	Jason Swafford Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/125/76561
02000-0100-00	James C. Pittman and Carrie C. Pittman Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/158/76737
02000-0101-00	Patricia Ann Henke Texas Crude Energy, Inc.	03/07/2007	07/02/2007 858/30/75866 (Memorandum)
02000-0102-00	Cerise N. Gideon, Individually and Attorney in Fact for Robert H. Gideon Texas Crude Energy, Inc.	03/14/2007	07/30/2007 859/336/76110 (Memorandum)
02000-0103-00	Julia K. Szalwinski Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/184/76572
02000-0104-00	Douglas B. Parker and Glenda D. Parker Texas Crude Energy, Inc.	03/15/2007	07/30/2007 859/326/76105
02000-0105-00	Isabel G. Holm, Individually and as the Executrix of the Elmer C. Holm Estate Texas Crude Energy, Inc.	04/10/2007	07/02/2007 858/32/75867 (Memorandum)
02000-0107-00	Carl W. Hons and Bernice D. Hons Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/130/76562
02000-0108-01	James Kroll Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/340/76112
02000-0108-02	Sharon Ledbetter Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/342/76113 (Memorandum)
02000-0108-03	Carolyn Rutsebakke Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/344/76114
02000-0109-01	Edward Sprencel Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/350/76117
02000-0109-02	Lawrence Sprencel Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/352/76117 (Memorandum)
02000-0109-03	Alvin Sprencel Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/348/76116 (Memorandum)
02000-0109-04	Maureen Sprencel Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/346/76115 (Memorandum)
02000-0110-00	Raymond O. Henke and Sandra Kempf Henke Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/216/76578
02000-0111-00	Vincent Hons and Grace Hons Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/354/76119 (Memorandum)
02000-0112-01	Violet Jane May and Jim May Texas Crude Energy, Inc.	03/15/2007	07/02/2007 858/34/75868 (Memorandum)
02000-0112-02	Timothy Stephen Moczygamba and Paulette Moczygamba Texas Crude Energy, Inc.	03/15/2007	07/02/2007 858/36/75869 (Memorandum)



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0113-00	James E. Broz and Barbara A. Broz Texas Crude Energy, Inc.	04/24/2007	10/26/2007 865/76/77090 (Memorandum)
02000-0114-00	Thomas R. Lanum and Charlene R. Henke Lanum Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/178/76571
02000-0115-00	Harry William Jauer and Nelda R. Jauer Texas Crude Energy, Inc.	02/15/2007	10/26/2007 865/78/77091 (Memorandum)
02000-0119-00	Marvin Witte as Attorney in Fact for Tom C. Gideon Texas Crude Energy, Inc.	03/14/2007	07/02/2007 858/38/75870 (Memorandum)
02000-0120-01	John a. Weir, III Texas Crude Energy, Inc.	04/17/2007	10/31/2007 865/280/77128
02000-0120-02	Dale J. Kosub Texas Crude Energy, Inc.	05/24/2010	07/23/2010 934/795/90454 (Memorandum)
02000-0121-00	Mitchel L. Manning Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/356/76120 (Memorandum)
02000-0122-00	David Allen Brodsky and Julieta Brodsky Texas Crude Energy, Inc.	04/15/2007	07/30/2007 859/358/76121 (Memorandum)
02000-0123-00	Leonardo Rodríguez and Michele W. Rodríguez Texas Crude Energy, Inc.	02/15/2007	07/30/2007 859/361/76122 (Memorandum)
02000-0124-01	Armando Medina and Guadalupe Medina Texas Crude Energy, Inc.	01/15/2007	03/03/2008 871/562/78276
02000-0125-00	Cynthia Mary Jane Dupnik Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/164/76738
02000-0126-00	Diane Peck Peters Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/211/76577
02000-0128-00	Adolph T. Pete Jauer Texas Crude Energy, Inc.	02/15/2007	08/27/2007 861/74/76394 (Memorandum)
02000-0129-01	Carolyn Dziuk Smolik Texas Crude Energy, Inc.	04/18/2007	07/30/2007 859/363/76123 (Memorandum)
02000-0129-02	Robert Dziuk Texas Crude Energy, Inc.	04/18/2007	07/30/2007 859/365/76124 (Memorandum)
02000-0129-03	Alene Dziuk Kyrish Texas Crude Energy, Inc.	04/18/2007	04/24/2008 874/544/78829 (Memorandum)
02000-0129-04	Jeanette Dziuk Gregg Texas Crude Energy, Inc.	04/18/2007	04/07/2008 873/404/78633 (Memorandum)
02000-0130-01	Walter R. Long, Jr., Individually and as the Independent Administrator of the Carolyn W. Long Estate Texas Crude Energy, Inc.	04/23/2007	07/02/2007 858/40/75871 (Memorandum)
02000-0130-02	M.C. Whitehead and Patsy J. Whitehead Texas Crude Energy, Inc.	04/23/2007	07/30/2007 859/367/764125 (Memorandum)
02000-0131-01	Russell Schoenfeld and Sally Schoenfeld Texas Crude Energy, Inc.	02/15/2007	08/27/2007 861/76/76395 (Memorandum)
02000-0132-01	Jim Guy Egbert and wife, Heather R. Egbert Texas Crude Energy, Inc.	03/16/2007	08/27/2007 861/78/76396
02000-0133-00	Richard G. Meyer Texas Crude Energy, Inc.	04/23/2007	08/27/2007 861/83/76397
02000-0135-00	Daniel Swize Texas Crude Energy, Inc.	01/04/2007	04/30/2007 853/365/75075



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0136-01	Frank M. Weir Texas Crude Energy, Inc.	04/17/2007	08/27/2007 861/87/76398
02000-0136-02	Houston Allen Kosub, Jr. and wife, Annie E. Kosub Texas Crude Energy, Inc.	05/24/2010	06/21/2010 930/558/89581 (Memorandum)
02000-0137-00	Mary Louise Trial Exempt Family Trust Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/157/76567
02000-0138-00	Roger Moczygamba and Barbara Moczygamba Hoffman Texas Crude Energy, Inc.	02/15/2007	08/27/2007 861/92/76399 (Memorandum)
02000-0139-00	Larry E. Sonka and Cheryl J. Sonka Texas Crude Energy, Inc.	02/15/2007	09/17/2007 862/114/76559
02000-0140-00	Elizabeth Ousley Texas Crude Energy, Inc.	07/17/2007	08/27/2007 861/94/76400 (Memorandum)
02000-0141-01	Shanon W. King and Lori A. King Texas Crude Energy, Inc.	02/15/2007	09/28/2007 863/169/76739 (Memorandum)
02000-0141-02	Bueche Hedtka Trust Texas Crude Energy, Inc.	02/15/2007	02/01/2010 915/271/86513
02000-0142-00	Elmer McCoy and Harvey McCoy and J.W. McCoy Texas Crude Energy, Inc.	04/15/2007	08/27/2007 861/96/76401 (Memorandum)
02000-0143-00	Alvin Hoffman Texas Crude Energy, Inc.	06/15/2007	06/01/2007 862/93/76556
02000-0144-00	Mark W. Hoffman Texas Crude Energy, Inc.	06/15/2007	06/01/2007 862/98/76557
02000-0145-00	Martha Hurt Texas Crude Energy, Inc.	04/15/2007	10/26/2007 865/71/77089
02000-0146-01	Florence R. Chapman, Individually and as Ind. Exec. of the Estate of William L. Chapman, Dec'd Crasheil Resources Inc.	11/10/2006	03/18/2007 854/568/75294 (Memomadam)
02000-0147-01	Gary L Deskin and Annie M Deskin Crasheil Resources Inc.	11/09/2006	06/21/2007 857/420/75757
02000-0147-02	Lillian H. Deskin Crasheil Resources Inc.	11/09/2006	06/21/2007 857/424/75758
02000-0148-00	Nolan A. Jonas and Mary Louise Jonas Crasheil Resources Inc.	10/26/2006	05/18/2007 854/517/75276 (Memorandum)
02000-0149-00	Roberto Ramirez and Armandina Ramirez Crasheil Resources Inc.	10/12/2006	05/18/2007 854/545/75289
02000-0150-00	Maria Luisa V. Sienkiewicz Crasheil Resources Inc.	10/11/2006	06/21/2007 857/428/75759
02000-0151-00	Joe Wilton Blackburn and Patricia B. Blackburn Texas Crude Energy, Inc.	02/15/2007	10/22/2007 864/854/77030
02000-0152-00	Joe Wilton Blackburn and Patricia B. Blackburn Texas Crude Energy, Inc.	04/15/2007	01/22/2008 869/511/77861
02000-0154-00	Lawrence Anzaldua Companies, Inc. Texas Crude Energy, Inc.	06/04/2008	10/06/2008 884/594/80702 (Memorandum)
02000-0155-00	Archie Foegelle Texas Crude Energy, Inc.	06/20/2008	10/05/2008 884/596/80703 Memorandum
02000-0156-00	Allan G. Hedtke Texas Crude Energy, Inc.	07/15/2006	09/29/2008 884/325/80633 (Memorandum)



Lease Id St/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0157-00	Carl E. Beam and Lillian A. Beam Texas Crude Energy, Inc.	07/15/2008	09/29/2008 884/327/80634 (Memorandum)
02000-0158-00	Larry Hedtke and Beverly Hedtke Texas Crude Energy, Inc.	07/15/2008	09/29/2008 884/330/80635 (Memorandum)
02000-0159-00	Phillip Bukowski and 541 Limited Partnership, Kathleen J. Albert, Trustee Texas Crude Energy, Inc.	10/10/2008	12/11/2008 888/398/81435 (Memorandum)
02000-0210-01	Doyle Tracy Creel and wife, Kathy Elaine Creel Texas Crude Energy, Inc.	10/22/2009	01/11/2010 913/584/86187
02000-0210-02	Scott Darren Creel and wife, Jill Shannon Creel Texas Crude Energy, Inc.	10/22/2009	01/11/2010 913/589/86188
02000-0211-00	Clyde A. Day Texas Crude Energy, Inc.	12/21/2009	01/25/2010 914/731/86440
02000-0212-01	Richard M. Butler Grace Oil Company	12/21/2009	04/05/2010 920/848/87649 (Memorandum)
02000-0213-00	Edgar Von Scheele, Jr. Texas Crude Energy, Inc.	01/17/2010	05/24/2010 926/104/88725
02000-0215-00	Ricardo Renteria and Claudia Renteria Texas Crude Energy, Inc.	03/02/2010	04/26/1020 922/571/88054 (Memorandum)
02000-0216-01	Rancho Cazadores, Inc., A Texas Corporation Texas Crude Energy, Inc.	02/26/2010	05/24/2010 926/95/88722 (Memorandum)
02000-0216-02	Artie Henke Texas Crude Energy, Inc.	03/03/2010	05/24/2010 926/93/88721 (Memorandum)
02000-0217-00	Manuel Segura and wife, Esperanza Segura Texas Crude Energy, Inc.	02/09/2010	04/26/2010 922/560/88050 (Memorandum)
02000-0218-00	Librado Sanchez Texas Crude Energy, Inc.	02/09/2010	04/26/2010 922/565/88051 (Memorandum)
02000-0219-00	Clifford W Boehm Texas Crude Energy, Inc.	03/19/2010	04/26/2010 922/573/88055 (Memorandum)
02000-0220-00	Morris H. Ryan Texas Crude Energy, Inc.	03/09/2010	04/19/2010 922/142/87935 (Memorandum)
02000-0221-01	Louis Zaeske, Jr. Texas Crude Energy, Inc.	03/18/2010	04/05/2010 920/824/87642 (Memorandum)
02000-0221-02	David Lynn Wernli Texas Crude Energy, Inc.	05/08/2010	05/17/2010 925/197/88558 (Memorandum)
02000-0222-01	Sarena R. Janysek Texas Crude Energy, Inc.	04/01/2010	04/26/2010 88053/569/88053 (Memorandum)
02000-0222-02	Kim R. Barrier Texas Crude Energy, Inc.	04/01/2010	04/26/2010 922/567/88052 (Memorandum)
02000-0222-03	Mark A. Labus Texas Crude Energy, Inc.	07/01/2010	07/23/2010 934/797/90455 (Memorandum)
02000-0224-00	Donald S. Kuhnel and Patricia L. Kuhnel Texas Crude Energy, Inc.	04/20/2010	05/17/2010 925/199/88559 (Memorandum)
02000-0225-00	Commissioner of the General Land Office of Texas Texas Crude Energy, Inc.	04/06/2010	05/19/2010 925/394/88613
02000-0226-00	Arthur Ray Yanta and wife, Patsy Yanta Texas Crude Energy, Inc.	03/04/2010	05/17/2010 925/201/88560 (Memorandum)



Lease Id St/Fed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0227-00	Elmer A. Guerrero Texas Crude Energy, Inc.	03/23/2010	04/26/2010 922/575/88056 (Memorandum)
02000-0228-00	Roy Lynn Hons and wife, Lilly Hons Texas Crude Energy, Inc.	04/19/2010	06/07/2010 928/148/89125 (Memorandum)
02000-0229-00	Steven Michael Hons and wife, Brenda Hons Texas Crude Energy, Inc.	04/19/2010	06/03/2010 928/150/89126 (Memorandum)
02000-0230-00	Jean Marie Hons Sprencel Texas Crude Energy, Inc.	04/19/2010	06/07/2010 928/152/89127 (Memorandum)
02000-0231-00	John Palermo and wife, Ann Margaret Hons Palermo Texas Crude Energy, Inc.	04/19/2010	06/09/2010 928/364/89164 (Memorandum)
02000-0232-00	Helen Grimm Texas Crude Energy, Inc.	05/07/2010	06/07/2010 928/154/89128 (Memorandum)
02000-0233-00	Robert Hons and Jennifer A. Palermo-Hons Texas Crude Energy, Inc.	04/19/2010	06/21/2010 930/560/89582 (Memorandum)
02000-0234-00	John Robert Dupnik Texas Crude Energy, Inc.	05/27/2010	06/21/2010 930/562/89583 (Memorandum)
02000-0235-00	Kathleen Louis Janysek Texas Crude Energy, Inc.	05/27/2010	06/21/2010 930/564/89584 (Memorandum)
02000-0236-00	Carolyn Joan Dupnik Opiela Texas Crude Energy, Inc.	05/27/2010	06/21/2010 930/566/89585 (Memorandum)
02000-0237-00	Houston Allen Kosub, Jr. Texas Crude Energy, Inc.	05/24/2010	06/21/2010 930/568/89586 (Memorandum)
02000-0238-00	Jack K. Duncan Texas Crude Energy, Inc.	05/24/2010	07/23/2010 934/799/90456 (Memorandum)
02000-0239-01	Houston Allen Kosub, Jr. Texas Crude Energy, Inc.	05/24/2010	06/21/2010 930/570/89587 (Memorandum)
02000-0240-00	Emily Ann Finch McKay and Diane Finch Grant and John T. Ridout, Independent Executor of the Estate of Mary F. Ridout and John Stanley Taylor, Independent Executro of the Estate of Anne Finch Taylor and John T. Shapard and Lynn Shapard Mozer and Robert P. Shapard, III and Sally Shapard Hill and William Henry Shapard, Jr. and Emily Shapard King and Sally Shapard Peek and Mary Richard Shapard McCoy and Mary Ann Shapard and Ann Shapard Harris and Teresa Shapard Copeland Texas Crude Energy, Inc.	06/15/2010	07/06/2010 932/575/89989 (Memorandum)
02000-0241-00	R. May Oil & Gas, Ltd., a Texas Limited Partnership Texas Crude Energy, Inc.	04/08/2010	07/02/2010 932/457/89959 (Memorandum)
02000-0242-01	James Andrew Kosub Texas Crude Energy, Inc.	05/24/2010	07/23/2010 934/801/90457 (Memorandum)
02000-0244-00	Joan M. Yearby Texas Crude Energy, Inc.	07/08/2010	08/02/2010 936/24/90702 (Memorandum)
02000-0245-00	Texas General Land Office Texas Crude Energy, Inc.	08/17/2010	09/16/2010 941/322/91745
02000-0246-00	Texas General Land Office Texas Crude Energy, Inc.	08/17/2010	09/16/2010 941/331/91746
02000-0247-00	Clifton Stanley Salge Texas Crude Energy, Inc.	08/11/2010	09/02/2010 939/693/91368 (Memroandum)



Lease Id SVFed Lease Id	Lessor Lessee	Eff. Date	Filing Information
02000-0248-01	Robert O. Sinclair Texas Crude Energy, Inc.	08/18/2010	09/02/2010 939/691/91367 (Memorandum)
02000-0249-00	Mildred J. Atkinson Texas Crude Energy, Inc.	07/20/2010	09/16/2010 941/337/91747 (Memorandum)
02000-0083-00	Witte, Inc Texas Crude Energy, Inc.	03/14/2007	10/22/2007864/642/77028 (Memorandum)

Legal Description: INSOFAR AND ONLY INSOFAR AS said lease covers the following four tracts:

TRACT ONE: 400 acres, more or less, situated in the Willis Orton League Survey, No. 135, A-221, and the W. P. Brashear Survey, No. 550, A-57, Karnes County, Texas, and said tract being that same land that was conveyed by Tom C. Gideon to Witte, Inc., dated November 18, 2002, being recorded in Volume 0781, Page 652, Official Records of Karnes County, Texas.

TRACT FOUR: 41.76 acres, more or less, situated in the Jose Antonio Leal Survey, A-184 being the same land conveyed by Hazel W. Spangler to Witte Inc. by that certain Deed dated May 17, 1995, being recorded in Volume 672, Page 257, of the official Records of Karnes County, Texas.

TRACT FIVE: 19.27 acres, more or less, situated in the Jose Antonio Leal Survey, A-184 being the same land conveyed by Hazel W. Spangler to Witte Inc., by that certain Deed dated May 1, 1996, being recorded in Volume 685, Page 7, of the Official Records of Karnes County, Texas.

TRACT SIX: 18.19 acres, more or less, being described by the following Two Tracts:

Tract One: 8.20 acres, more or less, situated in the Jose Antonio Leal Survey, A-184 being the same land conveyed by Charles R. Wagner and Marion M. Teal, Individually and as Attorneys-in-Fact for Minnie Wagner to Witte Inc., being Tract One in that certain Deed dated November 26, 1991, being recorded in Volume 625, Page 600, of the Official Records of Karnes County, Texas.

Tract Two: 9.99 acres, more or less, situated in the Jose Antonio Leal Survey, A-184 being the same land conveyed by Charles R. Wagner and Marion M. Teal, Individually and as Attorneys-in-Fact for Minnie Wagner to Witte Inc., being Tract Two in that certain Deed dated November 26, 1991, being recorded in Volume 625, Page 600, of the Deed Records of Karnes County, Texas.

02000-0209-00	Turnbull Land & Cattle, Ltd. Texas Crude Energy, Inc.	12/05/2008	3/16/2009 893/704/ 82364 (Memorandum)
---------------	--	------------	--

Legal Description: INSOFAR AS AND ONLY INSOFAR AS said lease covers 3,678.04 acres, more or less, out of 4,002.04 acres, more or less, described in that certain Trustee's Deed from David S.

Crow and Robert B. Wallace, Jr., successor Co-Trustees of the Paul R. Turnbull, Jr. Trust established under the Last Will and Testament of Paul R. Turnbull, Jr., to Turnbull Land & Cattle, Ltd., a Texas limited partnership, recorded in Volume 718, Page 549 of the Official Records of Karnes County Texas, and being the same property described in Warranty Deed from Samuel F. Marshall, et ux, to Margaret R. Turnbull, dated December 3, 1976, recorded in Volume 459, Pages 620-632, Deed Records, Karnes County, Texas, being said 4,002.04 acres, LESS AND EXCEPT 324 acres, being the southerly 124 acres of Lot 16 of the Adams Subdivision of the Louisa M. Adams Ranch as recorded on a map or plat of said ranch appearing of record in Volume 1, Page 15, Map Records of Karnes County, Texas, being all of Lot 16 less and except the northerly 50 acres parallel to the southerly boundary of Lot 15, and 200 acres, being Lots 5 and 6 of the Adams Subdivision of the Louisa M. Adams Ranch as recorded on a map or plat of said ranch appearing of record in Volume 1, Page 15, Map Records of Karnes County, Texas.

02000-0243-00	R. May Oil & Gas, Ltd., a Texas Limited Partnership Texas Crude Energy, Inc.	04/08/2010	7/2/2010 932/461/ 89961 (Memorandum)
---------------	---	------------	---

Legal Description: 33.436 acres - Insofar as said lease covers 33.436 acres of land, more or less, situated in

the Nathaniel Allen Survey, Abstract No. 342, Karnes County, Texas, being the same land more particularly described in Exhibit A to that certain Warranty Deed dated January 5, 1996 from Kathryn J. Vaught and Virginia Van Vooren to Robert May and wife, Mary Ann May, recorded in Volume 681, Page 29, Official Records, Karnes County, Texas; including such land, if any, which may underlie roads, rights of way, or any easements on or adjoining said tract of land.



EXHIBIT "B"

Wells Subject to HPA Payout

<u>Well Name</u>	<u>API Number</u>	<u>Survey</u>
Turnbull #1	255-31661	Henry S. Brown Survey, Abstract 32, Karnes County, Texas
Turnbull #2	255-31665	Karnes County School Land, Abstract 168, Karnes County, Texas
Turnbull #3	255-31668	Karnes County School Land, Abstract 168, Karnes County, Texas

Filed for Record in:
Karnes County

On: Dec 09, 2010 at 04:37P

As a:
Recording Official Record

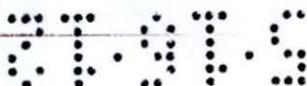
Document Number: 00093533

Amount: 76.00

Receipt Number - 32812
By:
Marilyn Bednorz

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
Dec 09, 2010

Alva Jonas, County Clerk
Karnes County



File No. 114184

Project Details

Date Filed: 5/16/12

Jerry E. Patterson, Commissioner

By GA

2012

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 25, 2012

Ms. Lisa Kaul
C.W. Lake & Associates, Ltd.
Agent for Marathon Oil EF, LLC
PO Box 1863
Kenedy, TX 78119

Dear Ms. Kaul,

Re: State of Texas HROW Lease # MF 114184

Enclosed you will find an original executed Highway Right-of-Way lease in Karnes County.

Please proof read the lease before filing of record and refer to this lease number with all correspondence.

Please have your client provide the GLO with a copy of the Unit Designation after this lease has been added and the unit designation has been recorded.

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

Best regards,

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

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. 114184

Final Letter

Date Filed: 6/25/12

Jerry E. Patterson, Commissioner

By GIT

DO NOT DESTROY



**Texas General Land Office
UNIT AGREEMENT MEMO**

UPA169314

Unit Number 8211
 Operator Name Marathon Oil EF LLC Effective Date 01/14/2013
 Customer ID C000051320 Unitized For Oil And Gas
 Unit Name Willbern Buegeler Unit Term
 County 1 Karnes RRC District 1 02 Old Unit Number Inactive Status Date
 County 2 RRC District 2
 County 3 RRC District 3
 County 4 RRC District 4
 Unit type Permanent
 State Net Revenue Interest Oil 0.00121694
 State Part in Unit 0.00608470
 Unit Depth Specified Depths Well
 From Depth 11450 TVD Formation Top of Eagle Ford to Base of Eagle Ford
 To Depth 11662 TVD Participation Basis Surface Acreage
 If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF114184	1	3.490000	573.570000	0.00608470	O/G	0.20000000	0.00121694	No

API Number
4225532856

Remarks: HROW unit in the Eagle Ford formation.

Prepared By: JM Prepared Date: 10/13/2016
 GLO Base Updated By: JM GLO Base Date: 10/13/2016
 RAM Approval By: JM RAM Approval Date: 10/13/16
 GIS By: _____ GIS Date: _____
 Well Inventory By: JM WI Date: 10/13/2016

Pooling Committee Report

To: School Land Board UPA169314
Date of Board Meeting: Unit Number: 8211
Effective Date: 01/14/2013
Unit Expiration Date:
Applicant: Marathon Oil EF LLC
Attorney Rep:
Operator: MARATHON OIL EF LLC,
Unit Name: Willbern Buegeler
Field Name: SUGARKANE (EAGLE FORD)

County: Karnes

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
HROW	MF114184	0.20000000	06/05/2015	3 years	4.440000	3.490000	0.00121694

Private Acres:	570.080000
State Acres:	3.490000
Total Unit Acres:	573.570000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	0.61%
State Net Revenue Interest:	0.12%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
No	

TRACT No.	ACRES IN UNIT
1	1.60
2	147.78
3	57.12
4	0.50
5	118.49
6	3.49
7	103.81
8	24.20
9	116.58
TOTAL	573.57

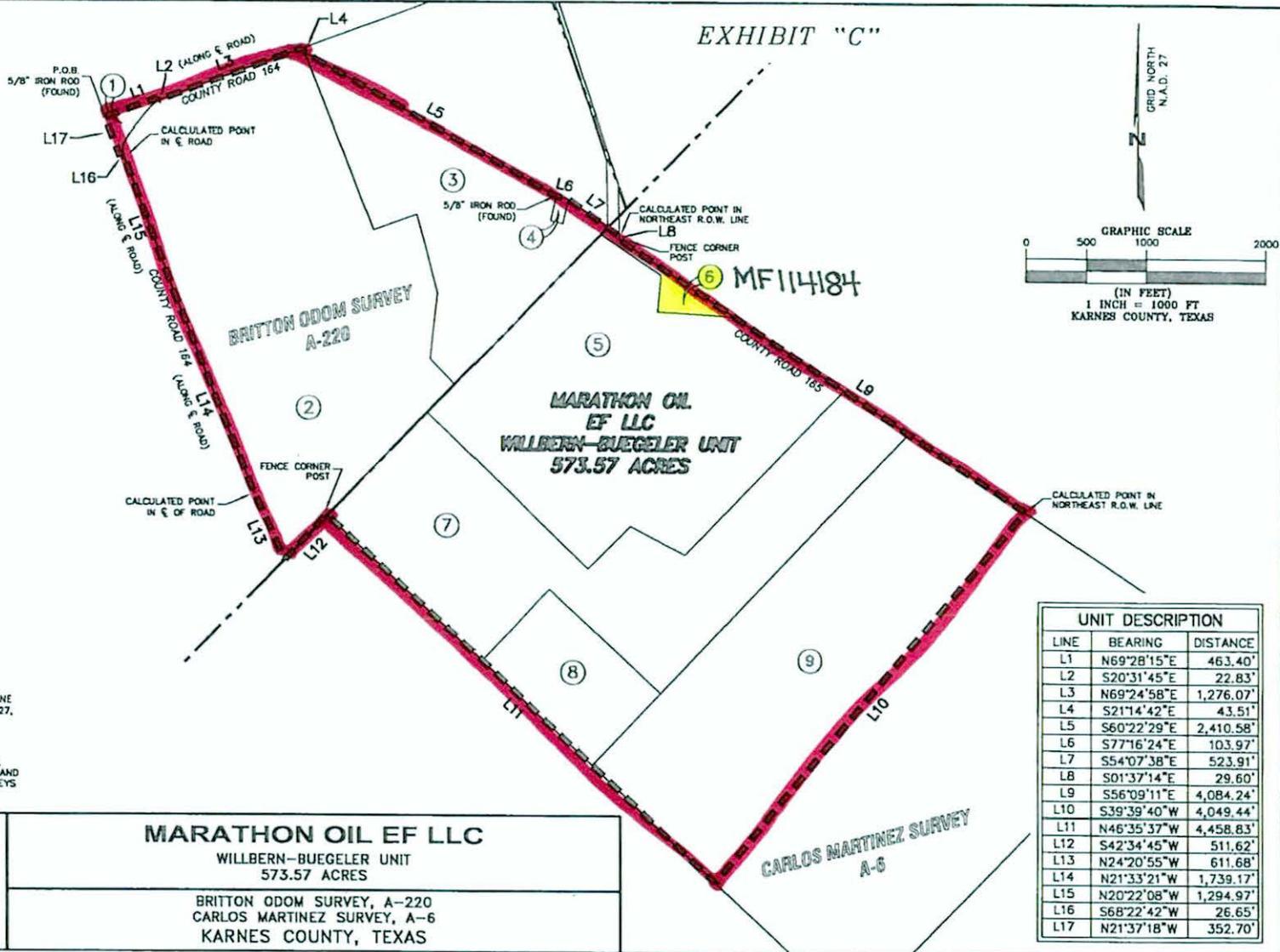
HROW Unit
Unit #8211
MF114184

LEGEND:

	UNIT LINE
	SURVEY LINE
	P.O.B. POINT OF BEGINNING
	CENTERLINE
	RIGHT-OF-WAY

NOTES:

- 1.) ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD 27, ALL DISTANCES AND ACREAGES ARE ACTUAL.
- 2.) USGS QUAD NAME: LENZ
- 3.) ALL BOUNDARY DATA PROVIDED BY MARATHON OIL EF LLC. THIS PLAT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND DOES NOT MEET THE REQUIREMENTS FOR BOUNDARY SURVEYS IN THE STATE OF TEXAS.



UNIT DESCRIPTION		
LINE	BEARING	DISTANCE
L1	N69°28'15"E	463.40'
L2	S20°31'45"E	22.83'
L3	N69°24'58"E	1,276.07'
L4	S21°14'42"E	43.51'
L5	S60°22'29"E	2,410.58'
L6	S77°16'24"E	103.97'
L7	S54°07'38"E	523.91'
L8	S01°37'14"E	29.60'
L9	S56°09'11"E	4,084.24'
L10	S39°39'40"W	4,049.44'
L11	N46°35'37"W	4,458.83'
L12	S42°34'45"W	511.62'
L13	N24°20'55"W	611.68'
L14	N21°33'21"W	1,739.17'
L15	N20°22'08"W	1,294.97'
L16	S68°22'42"W	26.65'
L17	N21°37'18"W	352.70'

NO.	UNIT LINE REVISION	DATE
1		11/09/12

PROJECT: LONGHORN AREA
JOB NUMBER: 032273
DATE: 10/17/2012
SCALE: 1"=1000'
SURVEYOR: M. PARTRIDGE
TECHNICIAN: R. ANDRESS
DRAWING: WILLBERN-BUEGELER 1H

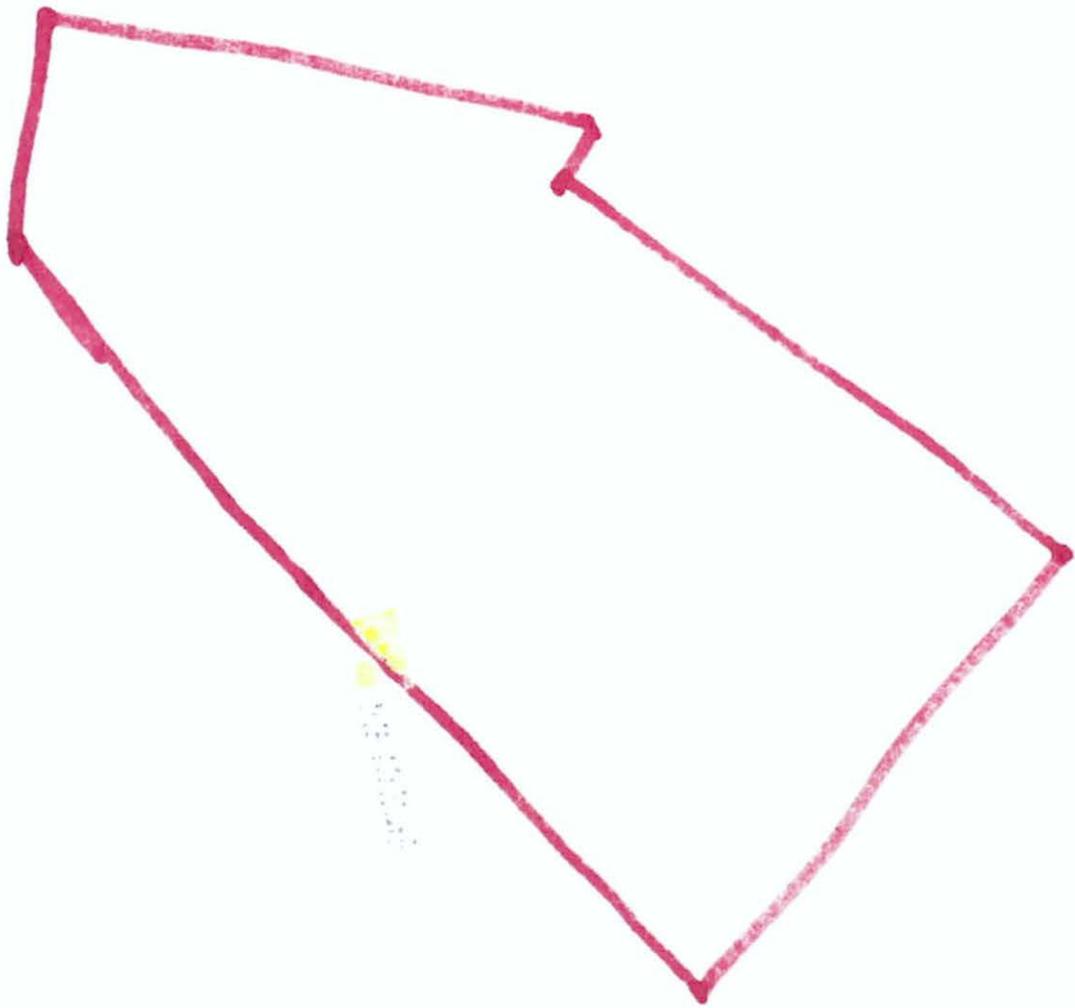


1111 KATY FREEWAY
SUITE 200
HOUSTON, TX. 77079
TEL. (713) 973-0100
FAX. (713) 973-0103
EMAIL: SAM@SAMINC.HX

MARATHON OIL EF LLC
WILLBERN-BUEGELER UNIT
573.57 ACRES

BRITTON ODOM SURVEY, A-220
CARLOS MARTINEZ SURVEY, A-6
KARNES COUNTY, TEXAS

00123869 BR VOL 1123 P9 209





Texas General Land Office
 George P. Bush, Commissioner
 1700 North Congress Avenue
 Austin, Texas 78701-1495

Unit # 8211

Highway Right-of-Way Unit Designation Form

OPERATOR INFORMATION

Contact Name: Linda K. Young Phone: (918) 925-6630
 Name of Pooled Unit: Willbern Buegeler Unit
 Operator of Pooled Unit: Marathon Oil EF LLC County: Karnes
 EFFECTIVE DATE OF UNIT DECLARATION: 01/14/2013

HROW LEASE(S) IN UNIT

HROW STATE LEASE NO.	LEASE DATE	TERM	HROW ROYALTY	TOTAL ACREAGE IN HROW LEASE	HROW LEASE ACREAGE IN UNIT
MF 114184	06/05/2012	3 Years	20%	4.44	3.49

State Participation: 0.006084697

Total HROW Acreage in Unit: 3.49

State Royalty: 0.00121694

Total Private (non-State) Acreage in Unit: 570.08

Total Unit Acreage: 573.57

STATE'S ROYALTY REVENUE INTEREST IN UNIT	0.	0	0	1	2	1	6	9	4
--	----	---	---	---	---	---	---	---	---

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

Type of Mineral Pooled: OIL GAS OIL & GAS

Pooled Interval: All Depths Top Depth: 11,450' TVD Base Depth: 11,662' TVD

If pooling a Formation(s) please list Formation Name: EAGLE FORD

RRC Field Name(s): SUGARKANE (EAGLE FORD)

UNIT WELL(S)

API #	<u>42-255-32856 (1H)</u>	RRC ID #	<u>270334</u>
API #		RRC ID #	
API #		RRC ID #	
API #		RRC ID #	

MARATHON OIL EF LLC
SECOND AMENDED DECLARATION OF POOLED UNIT
WILLBERN-BUEGELER UNIT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KARNES §

WHEREAS, Marathon Oil EF LLC filed that certain Declaration of Pooled Unit for the Willbern-Buegeler Unit under Document #00119110, Volume 1096, Page 260, Official Records of Karnes County, Texas and subsequently amended said unit under Document # 00122109, Volume 1112, Page 829, Official Records of Karnes County.

NOW THEREFORE, that the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases (the "Leases") listed and described in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain contiguous tracts of land in Karnes County, Texas, do, by virtue of the authority conferred by the terms of the Leases and all amendments and corrections thereto, hereby pool, consolidate, combine and unitize said Leases, the leasehold rights, mineral, royalty and other interests therein, which may be covered by agreement or amendment affecting said lands now held by the undersigned, or which they may hereafter acquire, insofar as such leases, rights and interests cover the land embraced within the area hereinafter described in Exhibit "B", for the purposes of forming or creating a unit or pooled area for the drilling for, development and production of oil, gas and associated liquid hydrocarbons that are produced therefrom, such hydrocarbons being referred to herein as the "Pooled Minerals".

The Unit or pooled area hereby formed and created will be known as the "Willbern-Buegeler", is referred to herein as the "Unit" or "Unit Acreage" and shall cover the Eagle Ford formation, hereinafter called "Pooled Interval", the Eagle Ford formation being defined as the stratigraphic equivalent of a true vertical depth from 11,450 feet TVD to 11,662 feet TVD as shown on the log of the Kunde Lease well No. 1, (API No. 297 34621), Section 120, J. Ingram Survey, Live Oak County, Texas, shall be designated as a single reservoir for proration purposes and be designated as the Sugarkane (Eagle Ford) Field.

The Unit shall contain 573.57 acres, more or less, as delineated on the plat attached hereto as Exhibit "C" for reference purposes only.

The production of Pooled Minerals from the Pooled Interval from the Unit shall constitute production of such Pooled Minerals from all the Leases. Drilling or reworking operations or other operations conducted on any land or lease within such Unit for the production of Pooled Minerals covered by this Declaration of Pooled Unit shall constitute such operations for the production of the Pooled Minerals on all lands and leases included within the Unit.

All production of the Pooled Minerals from the Pooled Interval from such Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of the tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner shall be entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit as applied to the production allocated to such tract.

This instrument shall not be construed as an invitation or offer to the owner of any unleased mineral interest in lands within the pooled area to unitize such interest other than pursuant to an oil

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) **This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.**
- 2) **This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.**

Executed this 9th day of May, 2013.

Marathon Oil EF LLC
By: [Signature]
Name: Keith Wiles
Title: Attorney In Fact

Trigg Oil & Gas, Inc.
By: _____
Name: Barclay M. Ridge
Title: Vice President - Land

Texas Crude Energy, LLC
By: _____
Name: K. C. Weiner
Title: President

Talisman Energy USA, Inc
By: _____
Name: Darin A. Zanovich
Title: Attorney In Fact

Statoil Texas Onshore Properties LLC
By: _____
Name: R. Keith Turner
Title: Authorized Person

Al Gonzales
By: _____
Name:
Title:

Dewbre Oil and Gas Inc.
By: _____
Name: Jerry C. Dewbre
Title: Manager

Anderson Oil, LTD.
By: _____
Name:
Title:

Magnum Producing, LP.
By: _____
Name:
Title:

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.
- 2) This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.

Executed this _____ day of _____, 2013.

Marathon Oil EF LLC
By: _____
Name: Keith Wiles
Title: Attorney In Fact

Trigg Oil & Gas, Inc.
By: _____
Name: Barclay M. Ridge
Title: Vice President - Land

Texas Crude Energy, LLC
By: _____
Name: K. C. Weiner
Title: President

Talisman Energy USA, Inc
By: _____
Name: Darin A. Zanovich
Title: Attorney In Fact

Statoil Texas Onshore Properties LLC
By: _____
Name: R. Keith Turner
Title: Authorized Person

Al Gonzales
By: 
Name:
Title:

Dewbre Oil and Gas Inc.
By: _____
Name: Jerry C. Dewbre
Title: Manager

Anderson Oil, LTD.
By: _____
Name:
Title:

Magnum Producing, LP.
By: _____
Name:
Title:

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.
- 2) This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.

Executed this _____ day of _____, 2013.

Marathon Oil EF LLC
By _____
Name Keith Wiles
Title Attorney In Fact

Trigg Oil & Gas, Inc.
By _____
Name Barclay M Ridge
Title Vice President - Land

Texas Crude Energy, LLC
By _____
Name K. C. Weiner
Title President

Talisman Energy USA, Inc
By _____
Name Dárm A. Zanovich
Title Attorney In Fact

Statoil Texas Onshore Properties LLC
By _____
Name R Keith Turner
Title Authorized Person

Al Gonzales
By _____
Name
Title

Dewbre Oil and Gas Inc.
By _____
Name Jerrv C Dewbre
Title Manager

Anderson Oil LTD.
By _____
Name
Title

Magnum Producing, LP.
By _____
Name
Title

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.
- 2) This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.

Executed this 9th day of May, 2013.

Marathon Oil EF LLC
By _____
Name Keith Wiles
Title Attorney In Fact

Trigg Oil & Gas, Inc.
By _____
Name Barclay M. Ridge
Title Vice President - Land

Texas Crude Energy, LLC
By _____
Name K. C. Weiner
Title President

Talisman Energy USA, Inc
By _____
Name Darin A. Zanovich
Title Attorney In Fact

Statoil Texas Onshore Properties LLC
By _____
Name R. Keith Turner
Title Authorized Person

Al Gonzales
By _____
Name
Title

Dewbre Oil and Gas Inc.
By Jerry C Dewbre
Name Jerry C Dewbre
Title Manager

Anderson Oil LTD.
By _____
Name
Title

Magnum Producing, L.P.
By _____
Name
Title

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) **This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.**
- 2) **This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.**

Executed this _____ day of _____, 2013.

Marathon Oil EF LLC

By: _____
Name: Keith Wiles
Title: Attorney In Fact

Trigg Oil & Gas, Inc.

By: _____
Name: Barclay M. Ridge
Title: Vice President - Land

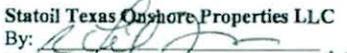
Texas Crude Energy, LLC

By: _____
Name: K. C. Weiner
Title: President

Talisman Energy USA, Inc

By: _____
Name: Darin A. Zanovich
Title: Attorney In Fact

Statoil Texas Onshore Properties LLC

By: 
Name: R. Keith Turner
Title: Authorized Person

Al Gonzales

By: _____
Name:
Title:

Dewbre Oil and Gas Inc.

By: _____
Name: Jerry C. Dewbre
Title: Manager

Anderson Oil, LTD.

By: _____
Name:
Title:

Magnum Producing, L.P.

By: _____
Name:
Title:

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.
- 2) This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.

Executed this _____ day of _____, 2013.

Marathon Oil EF LLC

By: _____
Name: Keith Wiles
Title: Attorney In Fact

Trigg Oil & Gas, Inc.

By: _____
Name: Barclay M. Ridge
Title: Vice President - Land

Texas Crude Energy, LLC

By: _____
Name: K. C. Weiner
Title: President

Talisman Energy USA, Inc

By: _____
Name: Darin A. Zanovich
Title: Attorney In Fact

Statoil Texas Onshore Properties LLC

By: _____
Name: R. Keith Turner
Title: Authorized Person

Al Gonzales

By: _____
Name: _____
Title: _____

Dewbre Oil and Gas Inc.

By: _____
Name: Jerry C. Dewbre
Title: Manager

Anderson Oil, LTD.

By: _____
Name: _____
Title: _____

Magnum Producing, LP

By: Avirash C. Ahuja
Name: Avirash C. Ahuja 5-23-2013
Title: President of Magnum O & G, Inc.
General Partner of Magnum Producing, LP

and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

The purposes of this Second Amended Unit Designation are hereby listed below.

- 1) This Second Amended Unit Designation is correcting the recording data listed on the Exhibit "A" for Wesley Scott Theuret, et ux recorded under Document # 00119110, Volume 1096, Page 260.
- 2) This Second Amended Unit Designation includes the Exhibit "A" which was inadvertently left off of Document # 00122109, Volume 1112, Page 829.

Executed this 6 day of June, 2013.

Marathon Oil EF LLC
By: _____
Name: Keith Wiles
Title: Attorney In Fact

Trigg Oil & Gas, Inc.
By: Michael L. Dorn
Name: Barclay M. Ridge
Title: Vice President - Land COO

Texas Crude Energy, LLC
By: _____
Name: K. C. Weiner
Title: President

Talisman Energy USA, Inc
By: _____
Name: Darin A. Zanovich
Title: Attorney In Fact

Statoil Texas Onshore Properties LLC
By: _____
Name: R. Keith Turner
Title: Authorized Person

Al Gonzales
By: _____
Name:
Title:

Dewbre Oil and Gas Inc.
By: _____
Name: Jerry C. Dewbre
Title: Manager

Anderson Oil, LTD.
By: _____
Name:
Title:

Magnum Producing, LP.
By: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 9TH day of May
2013, by KEITH WILES, Attorney In Fact, on behalf of **Marathon Oil EF LLC**



[Signature]
Notary Public - State of Texas
My Commission Expires: 11/7/2016

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, Land Manager, on behalf of **Trigg Oil & Gas, Inc.**

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, President, on behalf of **Texas Crude Energy, LLC**

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, Attorney-In-Fact, on behalf of **Talisman Energy USA, Inc.**

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, Vice President, on behalf of Statoil Texas Onshore Properties, LLC.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

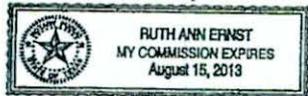
This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Dewbre Oil & Gas Inc.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me this 11th day of May 2013, by Ruth ANN ERNST, on behalf of Al Gonzales



Ruth Ann Ernst

Notary Public – State of Texas
My Commission Expires: Aug 15, 2013

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Anderson Oil, LTD.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Magnum Producing, LP

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, Attorney In Fact, on behalf of **Marathon Oil EF LLC**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, Land Manager, on behalf of **Trigg Oil & Gas, Inc.**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, President, on behalf of **Texas Crude Energy, LLC**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

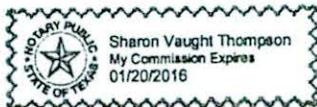
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 13th day of May
2013, by DARINA ZANOVICH, Attorney-In-Fact, on behalf of **Talisman Energy USA, Inc.**

Sharon V. Thompson

Notary Public – State of Texas
My Commission Expires: 01/20/2016



ACKNOWLEDGMENTS

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

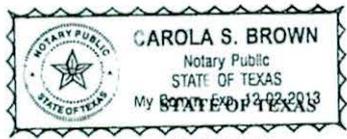
This instrument was acknowledged before me this _____ day of _____
2013, by _____, Vice President, on behalf of Statoil Texas Onshore Properties, LLC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF Albaces §

This instrument was acknowledged before me this 9th day of May
2013, by David C. Dewbre on behalf of Dewbre Oil & Gas Inc.

Carola S. Brown
Notary Public - State of Texas
My Commission Expires: 12-02-2013



STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of Al Gonzales

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of Anderson Oil, LTD.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of Magnum Producing, LP

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 9th day of May
2013, by R. Keith Turner, Vice President, on behalf of Statoil Texas Onshore Properties, LLC.
Authorized Person



Myriam Shirley
Notary Public - State of Texas
My Commission Expires: 8/25/2015

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of **Dewbre Oil & Gas Inc.**

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of **Al Gonzales**

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of **Anderson Oil, LTD.**

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2013, by _____, on behalf of **Magnum Producing, LP**

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, Vice President, on behalf of Statoil Texas Onshore Properties, LLC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Dewbre Oil & Gas Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Al Gonzales

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, on behalf of Anderson Oil, LTD.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me this 23RD day of MAY 2013, by AVINASH C. AHUJA, on behalf of Magnum Producing, LP
PRESIDENT OF MAGNUM O&G, INC, GENERAL PARTNER



Kathryn S. Molpus
Notary Public - State of Texas
My Commission Expires: 4-29-2016

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, Attorney In Fact, on behalf of **Marathon Oil EF LLC**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 16th day of June 2013, by Michael Verm, Land Manager, on behalf of **Trigg Oil & Gas, Inc.**



Rachelle Nichole Sutherland
Notary Public – State of Texas
My Commission Expires: 8/20/16

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, President, on behalf of **Texas Crude Energy, LLC**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013, by _____, Attorney-In-Fact, on behalf of **Talisman Energy USA, Inc.**

Notary Public – State of Texas
My Commission Expires: _____

EXHIBIT "A"
SCHEDULE OF LEASES
Attached to and made a part of that certain
AMENDED Declaration of Pooled Unit
WILLBERN-BUEGELER UNIT

FILE NUMBER: 00118790
LESSOR: Douglas W. Franke, et ux
LESSEE: Marathon Oil EF LLC
LEASE DATE: January 1st, 2013
RECORDING DATA: Memorandum of Lease recorded in Volume 1094, Page 430

FILE NUMBER: 030138-0001
LESSOR: Vernon Fenner, Individually and as Independent Executor of the
Estate of Arthur W. Fenner, deceased
LESSEE: Texas Crude Energy, Inc
LEASE DATE: March 2, 2010
RECORDING DATA: Memorandum of Lease recorded in Volume 920, Page 869

FILE NUMBER: 0086711
LESSOR: Lori K. Buegeler, et al
LESSEE: V & B Resources
LEASE DATE: July 5, 2011
RECORDING DATA: Volume 916, Page 233

FILE NUMBER: 00116499
LESSOR: Lori K. Buegeler, et al
LESSEE: Marathon Oil EF LLC
LEASE DATE: October 18, 2012
RECORDING DATA: Memorandum of Lease recorded in Volume 1081, Page 71

FILE NUMBER: 00084267, as amended by 00114323
LESSOR: Wesley Scott Theuret, et ux
LESSEE: V & B Resources
LEASE DATE: July 17, 2009
RECORDING DATA: Volume 903, Page 510, as amended by Volume 1067, Page 702

FILE NUMBER: 00115304
LESSOR: Troy Douglas Andrews and Charlotte A. Jones
LESSEE: Texas Crude Energy, Inc
LEASE DATE: February 8, 2010
RECORDING DATA: Memorandum of Lease recorded in Volume 918, Page 558 as
amended by Volume 1073, Page 294

FILE NUMBER: 032536-0001
LESSOR: Commissioner of the General Land Office of the State of Texas
LESSEE: Marathon Oil EF LLC
LEASE DATE: June 12, 2012
RECORDING DATA: Volume 1062, Page 328

FILE NUMBER: 030144-0001
LESSOR: Irene Lieke, et al
LESSEE: Texas Crude Energy, Inc
LEASE DATE: February 10, 2010
RECORDING DATA: Memorandum of Lease recorded in Volume 918, Page 558

FILE NUMBER: 031105-0001
LESSOR: A. D. Willbern, Jr., et ux
LESSEE: Robert C. Sinclair
LEASE DATE: October 2, 1980
RECORDING DATA: Volume 510, Page 169

UNLESS OTHERWISE NOTED, ALL REFERENCES TO FILING ARE TO
THE OFFICIAL PUBLIC RECORDS OF KARNES COUNTY, TEXAS

EXHIBIT "B"

Attached to and made part of Designation of Marathon Oil EF, LLC – Willbern Buegeler Unit, containing 573.57 acres of land, and being part of the Britton Odom Survey, Abstract No. 220, and the Carlos Martinez Survey, Abstract No. 6 of Karnes County, Texas.

Said 573.57 acres being more particularly described by metes and bounds as follows:

BEGINNING a found 5/8 inch iron rod from which a fence corner post bears South 21° 37' 18" East, 259.21 feet and another fence corner post bears North 69° 28' 15" East, 3,810.33 feet;

THENCE North 69° 28' 15" East a distance of 463.40 feet to a calculated point;

THENCE South 20° 31' 45" East a distance of 22.83 feet to a calculated point in the centerline of County Road 164;

THENCE North 69° 24' 58" East with the centerline of County Road 164 a distance of 1,276.07 feet to a calculated point in said centerline;

THENCE South 21° 14' 42" East, a distance of 43.51 feet to a calculated point, from which a found 60D nail in a fence corner post bears North 21° 50' 46" West, a distance of 18.76 feet;

THENCE South 60° 22' 29" East a distance of 2,410.58 feet to a found 5/8 inch iron rod;

THENCE South 77° 16' 24" East a distance of 103.97 feet to a calculated point;

THENCE South 54° 07' 38" East a distance of 523.91 feet to a calculated point in the northeast right-of-way line of County Road 165;

THENCE South 01° 37' 14" East with the northeast right-of-way line of County Road 165, a distance of 29.60 feet to a fence corner post;

THENCE South 56° 09' 11" East with the northeast right-of-way line of County Road 165 a distance of 4,084.24 feet to a calculated point in said northeast right-of-way line;

THENCE South 39° 39' 40" West leaving said right-of-way line, a distance of 4,049.44 feet to a calculated point in a fence line;

THENCE North 46° 35' 37" West with said fence line, a distance of 4,458.83 feet to a fence corner post found in the common line of the Carlos Martinez Survey, Abstract No. 6, and the Britton Odom Survey, Abstract No. 220 of Karnes County, Texas;

THENCE South 42° 34' 45" West continuing said common survey line, a distance of 511.62 feet to a calculated point;

THENCE North 24° 20' 55" West leaving said common survey line, a distance of 611.68 feet to a calculated point in the centerline of County Road 164;

THENCE North 21° 33' 21" West with the centerline of County Road 164, a distance of 1,739.17 feet to a calculated point in said centerline;

THENCE North 20° 22' 08" West with the centerline of County Road 164, a distance of 1,294.97 feet to a calculated point in the centerline of said County Road 164;

THENCE South 68° 22' 42" West a distance of 26.65 feet to a calculated point from which a fence corner post bears North 21° 37' 55" West, 93.50 feet;

THENCE North 21° 37' 18" West, a distance of 352.70 feet to the **PLACE OF BEGINNING** and containing 573.57 acres of land.

All bearings and distances are grid and are based on the Texas State Plane Coordinate System, South Central Zone, NAD 27.

See EXHIBIT "C" of Marathon Oil EF, LLC – Willbern Buegeler Unit for accompanying Plat.

00123869 Bk Vol Ps
OR 1123 210

Filed for Record in:
Karnes County

On: Jun 11, 2013 at 03:04P

As a:
Recording Official Record

Document Number: 00123869

Amount: 100.00

Receipt Number - 66988

By:
Gabrielle Villarreal

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
Jun 11, 2013

Carol Swizer, Karnes County Clerk
Karnes County

MARATHON OIL EF LLC
 DECLARATION OF POOLED UNIT
 WILLBERN-BUEGELER UNIT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF KARNES §

That the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases (the "Leases") listed and described in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain contiguous tracts of land in Karnes County, Texas, do, by virtue of the authority conferred by the terms of the Leases and all amendments and corrections thereto, hereby pool, consolidate, combine and unitize said Leases, the leasehold rights, mineral, royalty and other interests therein, which may be covered by agreement or amendment affecting said lands now held by the undersigned, or which they may hereafter acquire, insofar as such leases, rights and interests cover the land embraced within the area hereinafter described in Exhibit "B", for the purposes of forming or creating a unit or pooled area for the drilling for, development and production of oil, gas and associated liquid hydrocarbons that are produced therefrom, such hydrocarbons being referred to herein as the "Pooled Minerals".

The Unit or pooled area hereby formed and created will be known as the "WILLBERN-BUEGELER UNIT", is referred to herein as the "Unit" or "Unit Acreage" and shall cover the Eagle Ford formation, hereinafter called "Pooled Interval", the Eagle Ford formation being defined as the stratigraphic equivalent of a true vertical depth from 11,450 feet TVD to 11,662 feet TVD as shown on the log of the Kunde Lease Well No. 1, (API No. 297 34621), Section 120. J. Ingram Survey, Live Oak County, Texas. The Unit shall contain 573.57 acres, more or less, as delineated on the plat attached hereto as Exhibit "C" for reference purposes only.

The production of Pooled Minerals from the Pooled Interval from the Unit shall constitute production of such Pooled Minerals from all the Leases. Drilling or reworking operations or other operations conducted on any land or lease within such Unit for the production of Pooled Minerals covered by this Declaration of Pooled Unit shall constitute such operations for the production of the Pooled Minerals on all lands and leases included within the Unit.

All production of the Pooled Minerals from the Pooled Interval from such Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of the tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner shall be entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit as applied to the production allocated to such tract.

This instrument shall not be construed as an invitation or offer to the owner of any unleased mineral interest in lands within the pooled area to unitize such interest other than pursuant to an oil and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

BK 00119110 DR
VOL 1D96
Pg 261

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 14th day of January, 201³.

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reinert
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 14th day of January 2013, by Stephen A. Reinert, Attorney-In-Fact, on behalf of MARATHON OIL EF LLC.



Tricia Louise Clarke
Notary Public - State of Texas
My Commission Expires: 5-10-2014

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of TEXAS CRUDE ENERGY, INC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Mullaloo Oil & Gas, Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Trigg Oil & Gas, Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of AL GONZALES

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of DEWBRE OIL & GAS INC.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of ANDERSON OIL, LTD.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of MAGNUM PRODUCING, LP

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of TALISMAN ENERGY USA, INC.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Statoil Texas Onshore Properties LLC

Notary Public – State of Texas
My Commission Expires: _____

EXHIBIT "A"
SCHEDULE OF LEASES
Attached to and made a part of that certain
Declaration of Pooled Unit
WILLBERN-BUEGELER UNIT

FILE NUMBER: 00118790
 LESSOR: Douglas W. Franke, et ux
 LESSEE: Marathon Oil EF LLC
 LEASE DATE: January 1st, 2013
 RECORDING DATA: Memorandum of Lease recorded in Volume 1094, Page 430

FILE NUMBER: 030138-0001
 LESSOR: Vernon Fenner, Individually and as Independent Executor of the Estate of Arthur W. Fenner, deceased
 LESSEE: Texas Crude Energy, Inc
 LEASE DATE: March 2, 2010
 RECORDING DATA: Memorandum of Lease recorded in Volume 920, Page 869

FILE NUMBER: 0086711
 LESSOR: Lori K. Buegeler, et al
 LESSEE: V & B Resources
 LEASE DATE: July 5, 2011
 RECORDING DATA: Volume 916, Page 233

FILE NUMBER: 00116499
 LESSOR: Lori K. Buegeler, et al
 LESSEE: Marathon Oil EF LLC
 LEASE DATE: October 18, 2012
 RECORDING DATA: Memorandum of Lease recorded in Volume 1081, Page 71

FILE NUMBER: 00084267, as amended by 00114323
 LESSOR: Wesley Scott Theuret, et ux
 LESSEE: V & B Resources
 LEASE DATE: July 17, 2009
 RECORDING DATA: Volume 849, Page 614, as amended by Volume 1067, Page 702

FILE NUMBER: 00115304
 LESSOR: Troy Douglas Andrews and Charlotte A. Jones
 LESSEE: Texas Crude Energy, Inc
 LEASE DATE: February 8, 2010
 RECORDING DATA: Memorandum of Lease recorded in Volume 918, Page 558 as amended by Volume 1073, Page 294

FILE NUMBER: 032536-0001
 LESSOR: Commissioner of the General Land Office of the State of Texas
 LESSEE: Marathon Oil EF, LLC
 LEASE DATE: June 12, 2012
 RECORDING DATA: Volume 1062, Page 328

FILE NUMBER: 030144-0001
 LESSOR: Irene Lieke, et al
 LESSEE: Texas Crude Energy, Inc
 LEASE DATE: February 10, 2010
 RECORDING DATA: Memorandum of Lease recorded in Volume 918, Page 558

FILE NUMBER: 031105-0001
 LESSOR: A. D. Willbern, Jr., et ux
 LESSEE: Robert C. Sinclair
 LEASE DATE: October 2, 1980
 RECORDING DATA: Volume 510, Page 169

UNLESS OTHERWISE NOTED, ALL REFERENCES TO FILING ARE TO THE OFFICIAL PUBLIC RECORDS OF KARNES COUNTY, TEXAS

BK 00119110 OR
VOL ID96 Pa 265

EXHIBIT "B"

Attached to and made part of Designation of Marathon Oil EF, LLC – Willbern Buegeler Unit, containing 573.57 acres of land, and being part of the Britton Odom Survey, Abstract No. 220, and the Carlos Martinez Survey, Abstract No. 6 of Karnes County, Texas.

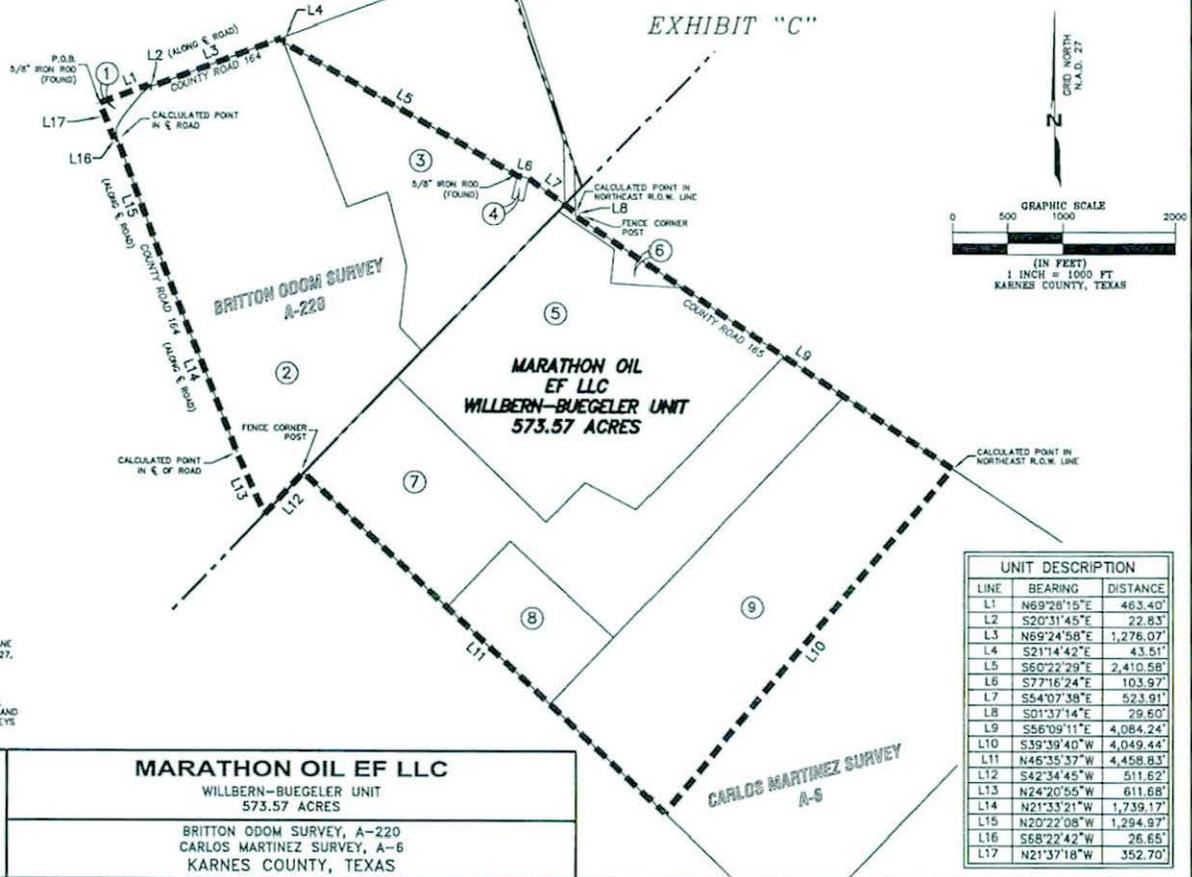
Said 573.57 acres being more particularly described by metes and bounds as follows:

- BEGINNING** a found 5/8 inch iron rod from which a fence corner post bears South 21° 37' 18" East, 259.21 feet and another fence corner post bears North 69° 28' 15" East, 3,810.33 feet;
- THENCE** North 69° 28' 15" East a distance of 463.40 feet to a calculated point;
- THENCE** South 20° 31' 45" East a distance of 22.83 feet to a calculated point in the centerline of County Road 164;
- THENCE** North 69° 24' 58" East with the centerline of County Road 164 a distance of 1,276.07 feet to a calculated point in said centerline;
- THENCE** South 21° 14' 42" East, a distance of 43.51 feet to a calculated point, from which a found 60D nail in a fence corner post bears North 21° 50' 46" West, a distance of 18.76 feet;
- THENCE** South 60° 22' 29" East a distance of 2,410.58 feet to a found 5/8 inch iron rod;
- THENCE** South 77° 16' 24" East a distance of 103.97 feet to a calculated point;
- THENCE** South 54° 07' 38" East a distance of 523.91 feet to a calculated point in the northeast right-of-way line of County Road 165;
- THENCE** South 01° 37' 14" East with the northeast right-of-way line of County Road 165, a distance of 29.60 feet to a fence corner post;
- THENCE** South 56° 09' 11" East with the northeast right-of-way line of County Road 165 a distance of 4,084.24 feet to a calculated point in said northeast right-of-way line;
- THENCE** South 39° 39' 40" West leaving said right-of-way line, a distance of 4,049.44 feet to a calculated point in a fence line;
- THENCE** North 46° 35' 37" West with said fence line, a distance of 4,458.83 feet to a fence corner post found in the common line of the Carlos Martinez Survey, Abstract No. 6, and the Britton Odom Survey, Abstract No. 220 of Karnes County, Texas;
- THENCE** South 42° 34' 45" West continuing said common survey line, a distance of 511.62 feet to a calculated point;
- THENCE** North 24° 20' 55" West leaving said common survey line, a distance of 611.68 feet to a calculated point in the centerline of County Road 164;
- THENCE** North 21° 33' 21" West with the centerline of County Road 164, a distance of 1,739.17 feet to a calculated point in said centerline;
- THENCE** North 20° 22' 08" West with the centerline of County Road 164, a distance of 1,294.97 feet to a calculated point in the centerline of said County Road 164;
- THENCE** South 68° 22' 42" West a distance of 26.65 feet to a calculated point from which a fence corner post bears North 21° 37' 55" West, 93.50 feet;
- THENCE** North 21° 37' 18" West, a distance of 352.70 feet to the **PLACE OF BEGINNING** and containing 573.57 acres of land.

All bearings and distances are grid and are based on the Texas State Plane Coordinate System, South Central Zone, NAD 27.

See EXHIBIT "C" of Marathon Oil EF, LLC – Willbern Buegeler Unit for accompanying Plat.

TRACT No.	ACRES IN UNIT
1	1.60
2	147.78
3	57.12
4	0.50
5	118.49
6	3.49
7	103.81
8	24.20
9	116.58
TOTAL	573.57



LEGEND:

- UNIT LINE
- - - SURVEY LINE
- P.O.B. POINT OF BEGINNING
- CENTERLINE
- - - R.O.W. RIGHT-OF-WAY

NOTES:

- 1.) ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD 27. ALL DISTANCES AND AGREEAGES ARE ACTUAL.
- 2.) USGS QUAD NAME: LENZ
- 3.) ALL BOUNDARY DATA PROVIDED BY MARATHON OIL EF LLC. THIS PLAT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND DOES NOT MEET THE REQUIREMENTS FOR BOUNDARY SURVEYS IN THE STATE OF TEXAS.

UNIT DESCRIPTION		
LINE	BEARING	DISTANCE
L1	N69°28'15"E	463.40'
L2	S20°31'45"E	22.83'
L3	N69°24'58"E	1,276.07'
L4	S21°14'42"E	43.51'
L5	S60°22'29"E	2,410.58'
L6	S77°16'24"E	103.97'
L7	S54°07'39"E	523.91'
L8	S01°37'14"E	29.60'
L9	S56°09'11"E	4,084.24'
L10	S39°39'40"W	4,049.44'
L11	N46°35'37"W	4,458.83'
L12	S42°34'45"W	511.62'
L13	N24°20'55"W	611.68'
L14	N21°33'21"W	1,739.17'
L15	N20°22'08"W	1,294.97'
L16	S68°22'42"W	26.65'
L17	N21°37'18"W	352.70'

1	UNIT LINE	11/29/12
NO.	REVISION	DATE
PROJECT: LONGHORN AREA		
JOB NUMBER: 052273		
DATE: 11/29/2012		
SCALE: 1" = 1000'		
SURVEYOR: W. PATRICK		
TECHNICIAN: R. ANDRES		
DRAWING: WILBERN-BUEGELER 1A		



MARATHON OIL EF LLC
 WILLBERN-BUEGELER UNIT
 573.57 ACRES
 BRITTON ODOM SURVEY, A-220
 CARLOS MARTINEZ SURVEY, A-6
 KARNES COUNTY, TEXAS

888 KATY FREEWAY
 SUITE 200
 HOUSTON, TX 77029
 TEL: (713) 875-8000
 FAX: (713) 875-8003
 EMAIL: SAM@SAMINC.COM

00119110 BK VOL 1096 P9 266

00119110 Bk OR

Vol 1096 Ps 267

Filed for Record in:
Karnes County

On: Jan 15, 2013 at 03:29P

As a:
Recording Official Record

Document Number: 00119110

Amount: 40.00

Receipt Number - 62432
By:
Elizandra Garcia

STATE OF TEXAS COUNTY OF KARNES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Karnes County
as stamped hereon by me.
Jan 15, 2013

Carol Swize, Karnes County Clerk
Karnes County

MARATHON OIL EF LLC
DECLARATION OF POOLED UNIT
WILLBERN-BUEGELER UNIT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KARNES §

That the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases (the "Leases") listed and described in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain contiguous tracts of land in Karnes County, Texas, do, by virtue of the authority conferred by the terms of the Leases and all amendments and corrections thereto, hereby pool, consolidate, combine and unitize said Leases, the leasehold rights, mineral, royalty and other interests therein, which may be covered by agreement or amendment affecting said lands now held by the undersigned, or which they may hereafter acquire, insofar as such leases, rights and interests cover the land embraced within the area hereinafter described in Exhibit "B", for the purposes of forming or creating a unit or pooled area for the drilling for, development and production of oil, gas and associated liquid hydrocarbons that are produced therefrom, such hydrocarbons being referred to herein as the "Pooled Minerals".

The Unit or pooled area hereby formed and created will be known as the "WILLBERN-BUEGELER UNIT", is referred to herein as the "Unit" or "Unit Acreage" and shall cover the Eagle Ford formation, hereinafter called "Pooled Interval", the Eagle Ford formation being defined as the stratigraphic equivalent of a true vertical depth from 11,450 feet TVD to 11,662 feet TVD as shown on the log of the Kunde Lease Well No. 1, (API No. 297 34621), Section 120. J. Ingram Survey, Live Oak County, Texas. The Unit shall contain 573.57 acres, more or less, as delineated on the plat attached hereto as Exhibit "C" for reference purposes only.

The production of Pooled Minerals from the Pooled Interval from the Unit shall constitute production of such Pooled Minerals from all the Leases. Drilling or reworking operations or other operations conducted on any land or lease within such Unit for the production of Pooled Minerals covered by this Declaration of Pooled Unit shall constitute such operations for the production of the Pooled Minerals on all lands and leases included within the Unit.

All production of the Pooled Minerals from the Pooled Interval from such Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of the tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner shall be entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit as applied to the production allocated to such tract.

This instrument shall not be construed as an invitation or offer to the owner of any unleased mineral interest in lands within the pooled area to unitize such interest other than pursuant to an oil and gas lease to the undersigned, nor shall this instrument be construed as an invitation or offer to the owner of a non-participating royalty interest within the unit herein described to pool said interest without the written consent and agreement of the undersigned. In addition, this instrument shall not be construed as an invitation or offer to the owner of any oil and gas lease or interest therein (other than the undersigned) within the unit herein described to pool said lease or interest without the written consent and agreement of the undersigned.

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2012 ^{SS}

MARATHON OIL EF LLC

By: SA Reinert
Name: Steve Reinert
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

~~55
MULLALOO OIL & GAS LLC
By: _____
Name: _____
Title: _____~~

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013th

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reinert
Title: Land Manager

TEXAS CRUDE ENERGY, INC-^{LLC}

By: [Signature]
Name: K. C. Weiner
Title: President

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013th

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reinert
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

~~MULLALOO OIL & GAS LLC TMR~~

~~By: _____
Name: _____
Title: _____~~

TRIGG OIL & GAS LLC INC.

By: [Signature]
Name: Barclay M. Ridge
Title: Vice President - Land

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013th

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reiert
Title: Land manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES E

By: [Signature]
Name: Al Gonzales
Title: INDIVIDUAL

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reiner
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: [Signature]
Name: Joseph C Dewbre
Title: Manager

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument. and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days

Executed this 14th day of February, 2013

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reinert
Title: Lead Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: [Signature]
Name: Wesley Anderson
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reiser
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: [Signature]
Name: Avinash C. Ahuja
Title: President of Magnum O & G, Inc.
General Partner of Magnum Producing, LP
Statoil Texas Onshore Properties LLC

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013th

MARATHON OIL EF LLC

By: [Signature]
Name: Steve Reiner
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: [Signature]
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: _____
Name: _____
Title: _____

Daph A. Zanovich
Attorney-in-Fact

This instrument may be executed in counterparts, no one of which needs to be executed by all parties hereto. Each counterpart shall be binding upon the executory party thereto as fully as if all parties had executed one instrument, and said parties may combine said counterparts to form one single instrument for recording purposes.

This Unit hereby created shall become effective on January 14th, 2013 and shall remain in force as long as (1) a well on said Unit is producing or is capable of producing Pooled Minerals from the Pooled Interval or (2) operations for drilling or reworking are conducted thereon with no cessation of more than ninety (90) consecutive days.

Executed this 11th day of February, 2013

MARATHON OIL EF LLC

By: Steve Reinert
Name: Steve Reinert
Title: Land Manager

TEXAS CRUDE ENERGY, INC

By: _____
Name: _____
Title: _____

MULLALOO OIL & GAS LLC

By: _____
Name: _____
Title: _____

TRIGG OIL & GAS LLC

By: _____
Name: _____
Title: _____

AL GONZALES

By: _____
Name: _____
Title: _____

DEWBRE OIL & GAS INC.

By: _____
Name: _____
Title: _____

ANDERSON OIL, LTD.

By: _____
Name: _____
Title: _____

MAGNUM PRODUCING, LP

By: _____
Name: _____
Title: _____

TALISMAN ENERGY USA, INC.

By: _____
Name: _____
Title: _____

Statoil Texas Onshore Properties LLC

By: R. Keith Turner
Name: _____
Title: _____

**R. Keith Turner - Land Mgr.
Authorized Person**

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 11th day of February 2013, by Stephen A. Reinert, Attorney-In-Fact, on behalf of **MARATHON OIL EF LLC**.



Gennifer Davis
Notary Public – State of Texas
My Commission Expires: June 19, 2015

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013 by _____, on behalf of **TEXAS CRUDE ENERGY, INC**

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013 by _____, on behalf of **Mullaloo Oil & Gas, Inc.**

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2013 by _____, on behalf of **Trigg Oil & Gas, Inc.**

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2013 by _____, on behalf of **AL GONZALES**

Notary Public – State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 11th day of February 2012, by Stephen A. Reinert, Attorney-In-Fact, on behalf of **MARATHON OIL EF LLC**.

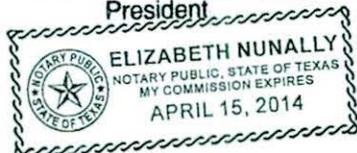


Jennifer Davis
Notary Public - State of Texas
My Commission Expires: June 19, 2015

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 15 day of February 2012, by K. C. Weiner, on behalf of **TEXAS CRUDE ENERGY, INC**
President



Elizabeth Nunally
Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of **Mullaloo Oil & Gas, Inc.**

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of **Trigg Oil & Gas, Inc.**

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of **AL GONZALES**

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 11th day of February 2012, by Stephen A. Reinert, Attorney-In-Fact, on behalf of MARATHON OIL EF LLC.



Jennifer Davis
Notary Public - State of Texas
My Commission Expires: June 19, 2015

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of TEXAS CRUDE ENERGY, INC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

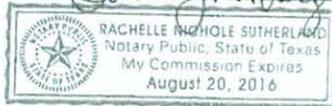
This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Mullaloo Oil & Gas, Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF Harris §

13 This instrument was acknowledged before me this 28th day of March 2012, by Barclay M. Hodge, on behalf of Trigg Oil & Gas, Inc.



Rachelle Anghole Sutherland
Notary Public - State of Texas
My Commission Expires: 8/20/16

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of AL GONZALES

Notary Public - State of Texas
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 11th day of February 2012, by Stephen A. Reinert, Attorney-In-Fact, on behalf of MARATHON OIL EF LLC.



Jennifer Davis
Notary Public - State of Texas
My Commission Expires: June 19, 2015

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of TEXAS CRUDE ENERGY, INC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Mullaloo Oil & Gas, Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of Trigg Oil & Gas, Inc.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF ~~HARRIS~~ DALLAS §

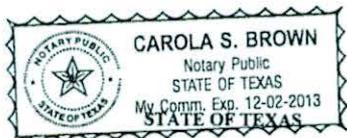
This instrument was acknowledged before me this 18th day of February 2012, by AL GONZALES, on behalf of AL GONZALES



Ruth Ann Ernst
Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF Nueces §

This instrument was acknowledged before me this 18th day of April
2012, by Jerry C Dewbre, on behalf of DEWBRE OIL & GAS INC.



Carola S Brown
Notary Public - State of Texas
My Commission Expires: 12-02-2013

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of ANDERSON OIL, LTD.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of MAGNUM PRODUCING, LP

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of TALISMAN ENERGY USA, INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of Statoil Texas Onshore Properties LLC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____ on behalf of DEWBRE OIL & GAS INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF Harris §

³ This instrument was acknowledged before me this 12th day of April
2012, by Neal B. Anderson on behalf of ANDERSON OIL, LTD.



Debi Yorek

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____ on behalf of MAGNUM PRODUCING, LP

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____ on behalf of TALISMAN ENERGY USA, INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____ on behalf of Statoil Texas Onshore Properties LLC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of DEWBRE OIL & GAS INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of ANDERSON OIL, LTD.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me this 14TH day of February
2012, by AVINASH K. AHUJA, on behalf of MAGNUM PRODUCING, LP
2012 PRESIDENT OF MAGNUM O & G INC, GENERAL PARTNER



Kathryn S. Molpus

Notary Public - State of Texas
My Commission Expires: 4-29-2016

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of TALISMAN ENERGY USA, INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of Statoil Texas Onshore Properties LLC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of DEWBRE OIL & GAS INC.

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of ANDERSON OIL, LTD.

Notary Public - State of Texas
My Commission Expires: _____

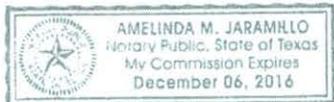
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of MAGNUM PRODUCING, LP

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF Montgomery §

This instrument was acknowledged before me this 19 day of February
2012, by Dawn A. Jaramillo on behalf of TALISMAN ENERGY USA, INC.



Amelinda M. Jaramillo
Notary Public - State of Texas
My Commission Expires: 12-6-16

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____
2012, by _____, on behalf of Statoil Texas Onshore Properties LLC

Notary Public - State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of DEWBRE OIL & GAS INC.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of ANDERSON OIL, LTD.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of MAGNUM PRODUCING, LP

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

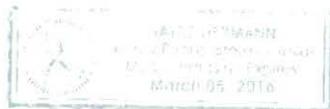
This instrument was acknowledged before me this _____ day of _____ 2012, by _____, on behalf of TALISMAN ENERGY USA, INC.

Notary Public – State of Texas
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 7th day of March 2012, by R. Keith Turner, Authorized Person, on behalf of Statoil Texas Onshore Properties LLC



Jaime Herrmann
Notary Public – State of Texas
My Commission Expires: 3/5/2016

EXHIBIT "B"

Attached to and made part of Designation of Marathon Oil EF, LLC – Willbern Buegeler Unit, containing 573.57 acres of land, and being part of the Britton Odom Survey, Abstract No. 220, and the Carlos Martinez Survey, Abstract No. 6 of Karnes County, Texas
Said 573.57 acres being more particularly described by metes and bounds as follows:

BEGINNING a found 5/8 inch iron rod from which a fence corner post bears South 21° 37' 18" East, 259.21 feet and another fence corner post bears North 89° 28' 15" East, 3,810.33 feet;

THENCE North 69° 28' 15" East a distance of 463.40 feet to a calculated point;

THENCE South 20° 31' 45" East a distance of 22.83 feet to a calculated point in the centerline of County Road 164;

THENCE North 69° 24' 58" East with the centerline of County Road 164 a distance of 1,276.07 feet to a calculated point in said centerline;

THENCE South 21° 14' 42" East, a distance of 43.51 feet to a calculated point, from which a found 60D nail in a fence corner post bears North 21° 50' 46" West, a distance of 18.76 feet;

THENCE South 60° 22' 29" East a distance of 2,410.58 feet to a found 5/8 inch iron rod;

THENCE South 77° 16' 24" East a distance of 103.97 feet to a calculated point;

THENCE South 54° 07' 38" East a distance of 523.91 feet to a calculated point in the northeast right-of-way line of County Road 165;

THENCE South 01° 37' 14" East with the northeast right-of-way line of County Road 165, a distance of 29.60 feet to a fence corner post;

THENCE South 56° 09' 11" East with the northeast right-of-way line of County Road 165 a distance of 4,084.24 feet to a calculated point in said northeast right-of-way line;

THENCE South 39° 39' 40" West leaving said right-of-way line, a distance of 4,049.44 feet to a calculated point in a fence line;

THENCE North 46° 35' 37" West with said fence line, a distance of 4,458.83 feet to a fence corner post found in the common line of the Carlos Martinez Survey, Abstract No. 6, and the Britton Odom Survey, Abstract No. 220 of Karnes County, Texas;

THENCE South 42° 34' 45" West continuing said common survey line, a distance of 511.62 feet to a calculated point;

THENCE North 24° 20' 55" West leaving said common survey line, a distance of 611.68 feet to a calculated point in the centerline of County Road 164;

THENCE North 21° 33' 21" West with the centerline of County Road 164, a distance of 1,739.17 feet to a calculated point in said centerline;

THENCE North 20° 22' 08" West with the centerline of County Road 164, a distance of 1,294.97 feet to a calculated point in the centerline of said County Road 164;

THENCE South 68° 22' 42" West a distance of 26.65 feet to a calculated point from which a fence corner post bears North 21° 37' 55" West, 93.50 feet;

THENCE North 21° 37' 18" West, a distance of 352.70 feet to the PLACE OF BEGINNING and containing 573.57 acres of land.

All bearings and distances are grid and are based on the Texas State Plane Coordinate System, South Central Zone, NAD 27.

See EXHIBIT "C" of Marathon Oil EF, LLC – Willbern Buegeler Unit for accompanying Plat.

Filed for Record in:
Karnes County

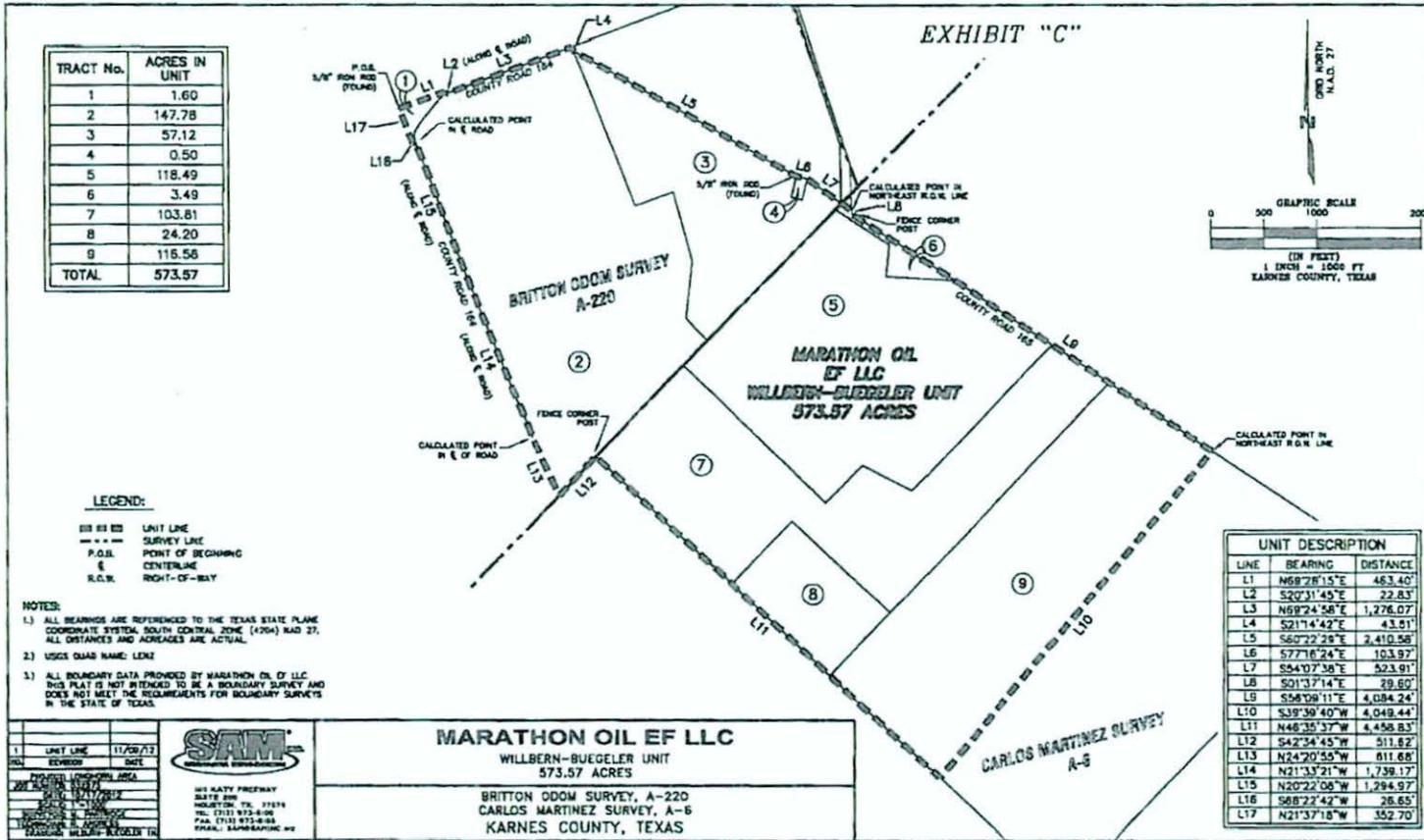
On: Apr 23, 2013 at 02:30P

As a:
Recording Official Record

Document Number: 00122109

Amount: 96.00

Receipt Number - 65484
By:
Vonessa Villanueva



STATE OF TEXAS COUNTY OF KARNES
 I hereby certify that this instrument was
 filed on the date and time stamped hereon by me
 and was duly recorded in the volume and page
 of the named records of:
 Karnes County
 as stamped hereon by me.
 Apr 23, 2013

Carol Swize, Karnes County Clerk
 Karnes County

8.

File No. ME 114184
Unit 8211 County

Date Filed: 9/25/17
George P. Bush, Commissioner
By SSD

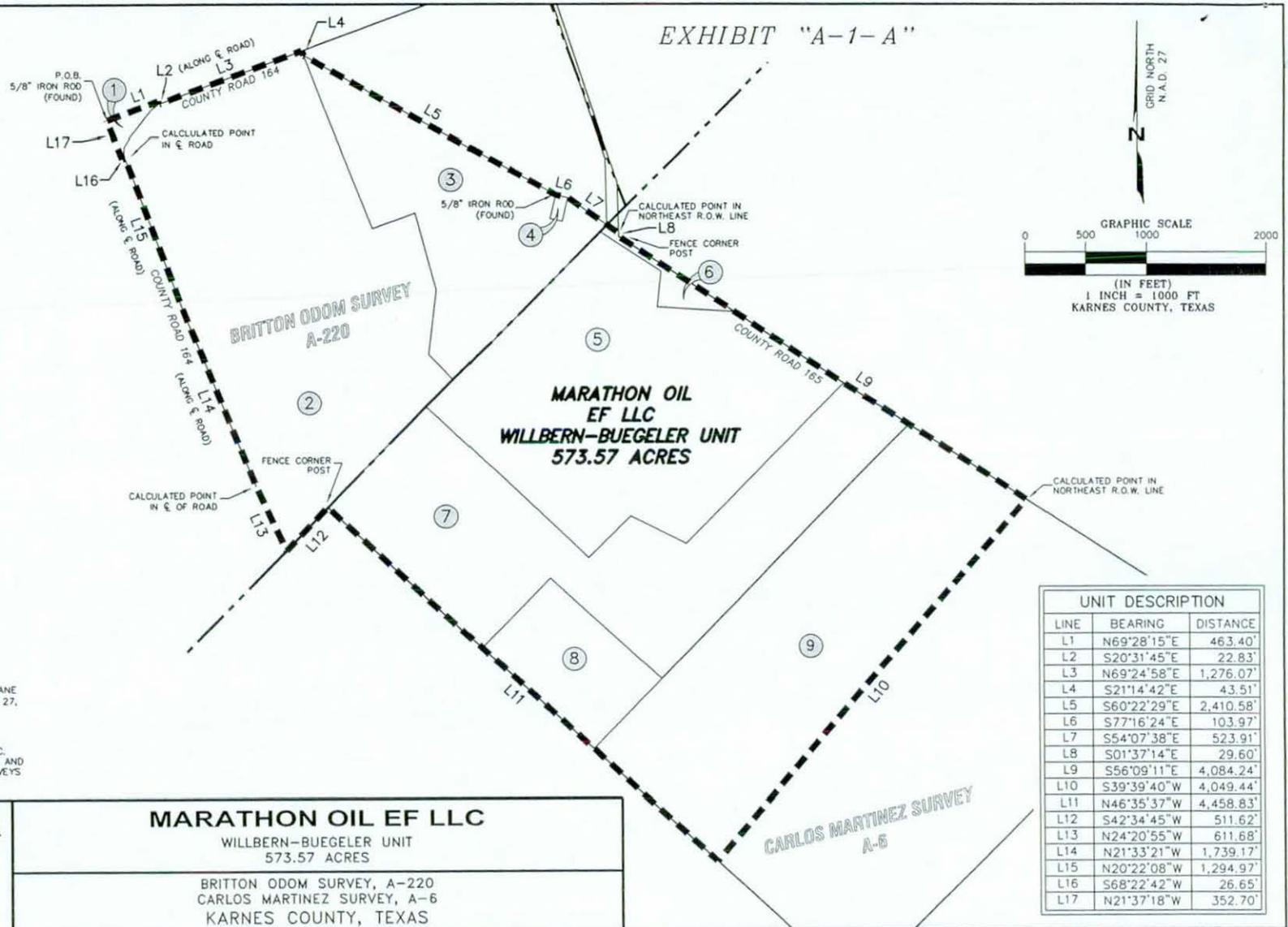
unit 8211
ME114184

Division Order Exhibit

Owner & Tax ID's Owner ID - 1010090967 Tax ID - [REDACTED]	Owner Name COMMISSIONER OF THE GENERAL LAND	Remit. Address 1700 NORTH CONGRESS AVENUE AUSTIN, TX 78701-1495	Corresp. Address 1700 NORTH CONGRESS AVENUE AUSTIN, TX 78701-1495
--	--	---	---

Property Info	Decimal	Ex. Cd.	Type	Pay and Suspend	Full Legal
Operator MARATHON OIL EF LLC DO Number 207371/00001 DO Name EF WILLBERN BUEGELER 1H Product OIL/CONDENSATE Status/Stage A APV	0.00121694	01	RI	PAY	COUNTY OF KARNES STATE OF TX BRITTIN ODOM ABST/ID# 220 Grantee API 42-255-32856; 573.57 ACRES, MORE OR LESS, OUT OF THE BRITTON ODOM SURVEY, A-220, AND THE CARLOS MARTINEZ SURVEY, A-6; KARNES COUNTY, TEXAS., COUNTY OF KARNES STATE OF TX CARLOS MARTINEZ ABST/ID# 6 Grantee API 42-255-32856; 573.57 ACRES, MORE OR LESS, OUT OF THE BRITTON ODOM SURVEY, A-220, AND THE CARLOS MARTINEZ SURVEY, A-6; KARNES COUNTY, TEXAS.
Operator MARATHON OIL EF LLC DO Number 207371/00002 DO Name EF WILLBERN BUEGELER 1H Product GAS/NGLS Status/Stage A APV	0.00121694	01	RI	PAY	COUNTY OF KARNES STATE OF TX BRITTIN ODOM ABST/ID# 220 Grantee API 42-255-32856; 573.57 ACRES, COUNTY OF KARNES STATE OF TX CARLOS MARTINEZ ABST/ID# 6 Grantee API 42-255-32856; 573.57 ACRES, MORE OR LESS, OUT OF THE BRITTON ODOM SURVEY, A-220, AND THE CARLOS MARTINEZ SURVEY, A-6; KARNES COUNTY, TEXAS., MORE OR LESS, OUT OF THE BRITTON ODOM SURVEY, A-220, AND THE CARLOS MARTINEZ SURVEY, A-6; KARNES COUNTY, TEXAS.

TRACT No.	ACRES IN UNIT
1	1.60
2	147.78
3	57.12
4	0.50
5	118.49
6	3.49
7	103.81
8	24.20
9	116.58
TOTAL	573.57



LEGEND:

- UNIT LINE
- - - SURVEY LINE
- P.O.B. POINT OF BEGINNING
- € CENTERLINE
- R.O.W. RIGHT-OF-WAY

NOTES:

- 1.) ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NAD 27, ALL DISTANCES AND ACRES ARE ACTUAL.
- 2.) USGS QUAD NAME: LENZ
- 3.) ALL BOUNDARY DATA PROVIDED BY MARATHON OIL EF LLC. THIS PLAT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND DOES NOT MEET THE REQUIREMENTS FOR BOUNDARY SURVEYS IN THE STATE OF TEXAS.

UNIT DESCRIPTION		
LINE	BEARING	DISTANCE
L1	N69°28'15"E	463.40'
L2	S20°31'45"E	22.83'
L3	N69°24'58"E	1,276.07'
L4	S21°14'42"E	43.51'
L5	S60°22'29"E	2,410.58'
L6	S77°16'24"E	103.97'
L7	S54°07'38"E	523.91'
L8	S01°37'14"E	29.60'
L9	S56°09'11"E	4,084.24'
L10	S39°39'40"W	4,049.44'
L11	N46°35'37"W	4,458.83'
L12	S42°34'45"W	511.62'
L13	N24°20'55"W	611.68'
L14	N21°33'21"W	1,739.17'
L15	N20°22'08"W	1,294.97'
L16	S68°22'42"W	26.65'
L17	N21°37'18"W	352.70'

NO.	UNIT LINE	REVISION	DATE
1	UNIT LINE		11/09/12

PROJECT: LONGHORN AREA
JOB NUMBER: 032273
DATE: 10/17/2012
SCALE: 1"=1000'
SURVEYOR: M. PARTRIDGE
TECHNICIAN: R. ANDRESS
DRAWING: MILBURN-BUEGELER 1H

SAM-
SURVEYING & MAPPING, INC.

1111 KATY FREEWAY
SUITE 200
HOUSTON, TX. 77079
TEL: (713) 973-5100
FAX: (713) 973-5103
EMAIL: SAM@SAMINC.BIZ

MARATHON OIL EF LLC
WILLBERN-BUEGELER UNIT
573.57 ACRES

BRITTON ODOM SURVEY, A-220
CARLOS MARTINEZ SURVEY, A-6
KARNES COUNTY, TEXAS

07475

EF WILLBERN BUEGELER 1H VENTURE 207371

By Tract

API 42-255-32856

BRITTON ODOM SURVEY, A-220 AND CARLOS MARTINEZ SURVEY, A-6; KARNES COUNTY, TEXAS

TRACT	ACRES	TR %
Tr 1	1.60	0.00278955
Tr 2	147.78	0.25764946
Tr 3	57.12	0.09958680
Tr 4	0.50	0.00087173
Tr 5	118.49	0.20658333
Tr 6	3.49	0.00608470
Tr 7	103.81	0.18098924
Tr 8	24.20	0.04219189
Tr 9	116.58	0.20325331
	<u>573.57</u>	<u>1.00000000</u>

Tract	MOC Lse #	Interest Cd	Lse Type	Owner #	Royalty Owner	TI	EX	NRI	FRACTIONAL	ROYALTY
6	032536/0001	3	STD	1010090967	STATE OF TEXAS GLO MF 114184	RI	01	0.00121694	20% x 3.49/573.57	

21415

STATE OF TEXAS
COUNTY CLERK

01713

9.

File No. MF 114184

DIVISION ORDER

Date Filed: 7-11-19

Jerry E. Patterson, Commissioner

By VR



Texas General Land Office

Reconciliation Billing

PO Box 12873
 Austin, TX 78711-2873
 (800) 998-4456
 8:00 - 5:00 M-F

Commissioner Dawn Buckingham, M.D.

Marathon Oil EF LLC
 Attn: Production Revenue Accounting
 5555 San Felipe St
 Houston, TX 77056-2701

Billing Date: 10/6/2025
Billing Due Date: 11/5/2025
 Customer Number: C000051320

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
26I00075	MF114184	\$6,122.25	\$0.00	\$1,308.34	\$2,897.36	\$10,327.95
Total Due		\$6,122.25	\$0.00	\$1,308.34	\$2,897.36	\$10,327.95

Penalty and interest have been calculated thru 10/31/2025. Payment remitted after 10/31/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Marathon Oil EF LLC

Billing Date: 10/6/2025

Billing Due Date: 11/5/2025

Customer Number: C000051320

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
26I00075	MF114184	\$6,122.25	\$0.00	\$1,308.34	\$2,897.36	\$10,327.95
Total Due		\$6,122.25	\$0.00	\$1,308.34	\$2,897.36	\$10,327.95
Amt. Paid						

Customer ID: C000051320
 Invoice Number: MF114184
 GLO Lease: MARATHON OIL LEF LLC
 GLO Review:
 Review Period: Feb 2013 - Jan 2017

Category Gas
 Auditor/AE: S Carter
 Billing Date: 10/1/2025
 P&I Calculation Date: 10/31/2025
 Royalty Rate: 20.00%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty 2	Revenue Due
Feb-13	02-270334	583	1	\$3.230	1	\$1,884.01	\$376.80	\$0.00	\$376.80	4592	4.25%	\$37.68	\$198.44	\$912.92
Mar-13	02-270334	803	1	\$3.360	1	\$2,690.76	\$538.15	\$0.00	\$538.15	4592	4.25%	\$53.82	\$291.54	\$1073.51
Apr-13	02-270334	500	1	\$3.940	1	\$1,970.88	\$394.17	\$0.00	\$394.17	4621	4.25%	\$39.42	\$204.70	\$638.38
May-13	02-270334	478	1	\$4.250	1	\$2,023.54	\$404.71	\$0.00	\$404.71	4491	4.25%	\$40.47	\$208.85	\$654.03
Jun-13	02-270334	423	1	\$4.150	1	\$1,755.48	\$351.10	\$0.00	\$351.10	4480	4.25%	\$35.11	\$179.52	\$566.13
Jul-13	02-270334	369	1	\$3.640	1	\$1,342.19	\$268.44	\$0.00	\$268.44	4429	4.25%	\$26.84	\$136.59	\$431.87
Aug-13	02-270334	292	1	\$3.490	1	\$980.79	\$196.16	\$0.00	\$196.16	4389	4.25%	\$19.62	\$98.10	\$290.18
Sep-13	02-270334	219	1	\$3.510	1	\$765.32	\$153.06	\$0.00	\$153.06	4308	4.25%	\$15.31	\$76.53	\$234.66
Oct-13	02-270334	255	1	\$3.470	1	\$887.65	\$177.56	\$0.00	\$177.56	4338	4.25%	\$17.76	\$88.78	\$266.07
Nov-13	02-270334	213	1	\$3.530	1	\$752.67	\$150.53	\$0.00	\$150.53	4307	4.25%	\$15.05	\$75.27	\$225.99
Dec-13	02-270334	166	1	\$3.720	1	\$609.43	\$121.89	\$0.00	\$121.89	4276	4.25%	\$12.19	\$60.95	\$182.16
Jan-14	02-270334	200	1	\$4.310	1	\$863.36	\$172.67	\$0.00	\$172.67	4249	4.25%	\$17.27	\$86.34	\$259.89
Feb-14	02-270334	204	1	\$5.180	1	\$1,056.88	\$211.40	\$0.00	\$211.40	4217	4.25%	\$21.14	\$105.70	\$338.75
Mar-14	02-270334	163	1	\$4.650	1	\$849.78	\$169.96	\$0.00	\$169.96	4187	4.25%	\$16.99	\$84.98	\$276.65
Apr-14	02-270334	170	1	\$4.490	1	\$763.48	\$152.69	\$0.00	\$152.69	4169	4.25%	\$15.27	\$76.35	\$250.26
May-14	02-270334	163	1	\$4.730	1	\$769.90	\$153.78	\$0.00	\$153.78	4120	4.25%	\$15.38	\$76.89	\$231.69
Jun-14	02-270334	150	1	\$4.440	1	\$666.70	\$133.24	\$0.00	\$133.24	4095	4.25%	\$13.32	\$66.62	\$200.41
Jul-14	02-270334	152	1	\$4.630	1	\$698.57	\$139.71	\$0.00	\$139.71	4064	4.25%	\$13.97	\$69.86	\$209.83
Aug-14	02-270334	103	1	\$3.700	1	\$389.71	\$77.94	\$0.00	\$77.94	4034	4.25%	\$7.79	\$38.97	\$138.01
Sep-14	02-270334	255	1	\$3.990	1	\$1,053.44	\$210.69	\$0.00	\$210.69	4003	4.25%	\$21.07	\$105.35	\$333.03
Oct-14	02-270334	116	1	\$3.960	1	\$460.08	\$92.02	\$0.00	\$92.02	3973	4.25%	\$9.20	\$46.01	\$168.99
Nov-14	02-270334	119	1	\$3.910	1	\$430.68	\$86.13	\$0.00	\$86.13	3942	4.25%	\$8.61	\$43.06	\$150.07
Dec-14	02-270334	110	1	\$4.270	1	\$467.64	\$93.53	\$0.00	\$93.53	3911	4.25%	\$9.35	\$46.78	\$160.48
Jan-15	02-270334	94	1	\$3.040	1	\$287.01	\$57.40	\$0.00	\$57.40	3883	4.25%	\$5.74	\$28.70	\$107.96
Feb-15	02-270334	104	1	\$2.810	1	\$291.93	\$58.37	\$0.00	\$58.37	3862	4.25%	\$5.84	\$29.21	\$109.00
Mar-15	02-270334	103	1	\$2.740	1	\$282.93	\$56.59	\$0.00	\$56.59	3822	4.25%	\$5.66	\$28.30	\$106.39
Apr-15	02-270334	96	1	\$2.610	1	\$251.17	\$50.23	\$0.00	\$50.23	3791	4.25%	\$5.02	\$25.11	\$97.06
May-15	02-270334	97	1	\$2.400	1	\$242.05	\$48.41	\$0.00	\$48.41	3761	4.25%	\$4.84	\$24.20	\$94.28
Jun-15	02-270334	89	1	\$2.790	1	\$248.14	\$49.63	\$0.00	\$49.63	3730	4.25%	\$4.96	\$24.81	\$95.84
Jul-15	02-270334	133	1	\$2.780	1	\$370.14	\$74.03	\$0.00	\$74.03	3699	4.25%	\$7.40	\$37.01	\$130.41
Aug-15	02-270334	132	1	\$2.830	1	\$374.06	\$74.87	\$0.00	\$74.87	3669	4.25%	\$7.49	\$37.40	\$131.49
Sep-15	02-270334	119	1	\$2.620	1	\$312.54	\$62.51	\$0.00	\$62.51	3638	4.25%	\$6.25	\$31.25	\$113.56
Oct-15	02-270334	109	1	\$2.500	1	\$272.31	\$54.46	\$0.00	\$54.46	3608	4.25%	\$5.45	\$27.23	\$101.97
Nov-15	02-270334	134	1	\$2.080	1	\$279.97	\$55.99	\$0.00	\$55.99	3577	4.50%	\$5.60	\$27.94	\$104.13
Dec-15	02-270334	101	1	\$2.190	1	\$222.15	\$44.43	\$0.00	\$44.43	3546	4.50%	\$4.44	\$22.21	\$88.53
Jan-16	02-270334	71	1	\$2.730	1	\$194.42	\$38.88	\$0.00	\$38.88	3517	4.50%	\$3.89	\$19.42	\$70.19
Feb-16	02-270334	93	1	\$2.230	1	\$207.44	\$41.49	\$0.00	\$41.49	3486	4.50%	\$4.15	\$20.73	\$84.02
Mar-16	02-270334	90	1	\$1.700	1	\$153.20	\$30.64	\$0.00	\$30.64	3456	4.50%	\$3.06	\$15.32	\$68.47
Apr-16	02-270334	99	1	\$1.870	1	\$185.05	\$37.01	\$0.00	\$37.01	3425	4.50%	\$3.70	\$18.50	\$77.37
May-16	02-270334	104	1	\$1.940	1	\$201.70	\$40.34	\$0.00	\$40.34	3395	4.50%	\$4.03	\$20.17	\$81.93
Jun-16	02-270334	87	1	\$1.870	1	\$162.44	\$32.49	\$0.00	\$32.49	3364	4.50%	\$3.25	\$16.24	\$70.73
Jul-16	02-270334	85	1	\$2.710	1	\$231.96	\$46.39	\$0.00	\$46.39	3333	4.50%	\$4.64	\$23.19	\$91.80
Aug-16	02-270334	76	1	\$2.690	1	\$203.08	\$40.62	\$0.00	\$40.62	3303	4.50%	\$4.06	\$20.31	\$81.27
Apr-15	02-270334	0	1	\$0.000	1	\$0.00	\$124.44	\$92.22	\$92.22	2695	5.50%	\$25.00	\$24.71	\$111.93
Dec-15	02-270334	48	1	\$4.730	1	\$226.75	\$45.35	\$0.00	\$45.35	2450	6.50%	\$25.00	\$19.48	\$100.23
Jun-22	02-270334	0	1	\$0.000	1	\$0.00	\$192.17	\$0.00	\$192.17	1173	4.25%	\$25.00	\$13.25	\$140.42
Aug-22	02-270334	0	1	\$0.000	1	\$0.00	\$49.59	\$0.00	\$49.59	1112	4.25%	\$25.00	\$6.06	\$100.67
Dec-22	02-270334	0	1	\$0.000	1	\$0.00	\$25.28	\$0.00	\$25.28	999	8.50%	\$25.00	\$5.45	\$55.76
Jan-23	02-270334	0	1	\$0.000	1	\$0.00	\$27.59	\$0.00	\$27.59	961	8.50%	\$25.00	\$5.63	\$58.30
TOTALS		8,284				\$28,276.82	56,553.64	\$92.22	\$6,122.25			\$1,388.34	\$2,897.36	\$16,327.85

COMMENTS: BILLING ON UNREPORTED GAS VOLUMES TO THE GLO FOR UNIT 8211 (02-270334)
 COLUMN (3) UNDER REPORTED VOLUME. REPORTED RRC VOLUMES WERE USED SINCE GLO2 REPORTS WERE NOT SUBMITTED
 COLUMNS (5) & (6) HOUSTON SHIP CHANNEL PRICES WERE USED SINCE GLO2 REPORTS WERE NOT SUBMITTED
 COLUMN (8) ROYALTY DUE PER SUBMITTED GLO2 REPORTS
 COLUMN (9) ROYALTY PAID
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/2015/01/01/faq-royalty-penalty-and-interest-assessments/>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Chance.J.Southern@noble.com Gavin.B.Avery@noble.com

File No. MF 114184 ¹⁰

Recon Billing County

Date Filed: 10/14/2025
Commissioner Dawn Buckingham, M.D.

By: VD



Texas General Land Office Reconciliation Billing

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Commissioner Dawn Buckingham, M.D.

Marathon Oil EF LLC
Attn: Production Revenue Accounting
5555 San Felipe St
Houston, TX 77056-2701

Billing Date: 10/6/2025
Billing Due Date: 11/5/2025
Customer Number: C000051320

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
26I00078	MF114184	\$0.00	\$9,418.83	\$1,491.33	\$4,668.83	\$15,578.99
Total Due		\$0.00	\$9,418.83	\$1,491.33	\$4,668.83	\$15,578.99

Penalty and interest have been calculated thru 10/31/2025. Payment remitted after 10/31/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Marathon Oil EF LLC

Billing Date: 10/6/2025

Billing Due Date: 11/5/2025

Customer Number: C000051320

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
26I00078	MF114184	\$0.00	\$9,418.83	\$1,491.33	\$4,668.83	\$15,578.99
Total Due		\$0.00	\$9,418.83	\$1,491.33	\$4,668.83	\$15,578.99
Amt. Paid						

Customer ID: C000051320
 Invoice Number: MF114184
 GLO Lease: MARATHON OIL EF LLC
 Review Period: Feb 2013 - June 2025

Category 01
 Auditor/RE: E Carter
 Billing Date: 10/31/2025
 P&I Calculation Date: 10/31/2025
 Royalty Rate: 20.00%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty	Revenue Due
Feb-13	02-270334	45	1	\$92,980	1	\$4,433.26	\$696.65	\$0.00	\$806.65	4599	4.25%	\$89.67	\$467.99	\$1,443.31
Mar-13	02-270334	55	1	\$91,700	1	\$5,033.95	\$1,005.80	\$0.00	\$1,005.80	4562	4.25%	\$100.60	\$527.69	\$1,635.37
Apr-13	02-270334	37	1	\$90,420	1	\$3,369.19	\$673.64	\$0.00	\$673.64	4571	4.25%	\$67.36	\$350.77	\$1,091.77
May-13	02-270334	40	1	\$93,840	1	\$3,729.12	\$745.82	\$0.00	\$745.82	4501	4.25%	\$74.58	\$385.75	\$1,206.15
Jun-13	02-270334	33	1	\$91,200	1	\$3,148.47	\$629.69	\$0.00	\$629.69	4470	4.25%	\$62.97	\$323.41	\$1,016.07
Jul-13	02-270334	25	1	\$103,120	1	\$2,612.09	\$522.42	\$0.00	\$522.42	4439	4.25%	\$52.24	\$266.43	\$841.09
Aug-13	02-270334	20	1	\$105,150	1	\$2,072.33	\$414.47	\$0.00	\$414.47	4409	4.25%	\$41.46	\$207.23	\$665.85
Sep-13	02-270334	19	1	\$104,760	1	\$1,851.82	\$369.36	\$0.00	\$369.36	4378	4.25%	\$36.94	\$185.11	\$575.71
Oct-13	02-270334	21	1	\$95,750	1	\$1,969.80	\$393.96	\$0.00	\$393.96	4346	4.25%	\$39.40	\$196.75	\$630.11
Nov-13	02-270334	19	1	\$88,890	1	\$1,560.78	\$316.16	\$0.00	\$316.16	4317	4.25%	\$31.62	\$158.75	\$504.53
Dec-13	02-270334	17	1	\$94,850	1	\$1,651.73	\$330.35	\$0.00	\$330.35	4286	4.25%	\$33.04	\$165.90	\$509.90
Jan-14	02-270334	19	1	\$90,720	1	\$1,764.20	\$352.84	\$0.00	\$352.84	4258	4.25%	\$35.28	\$172.91	\$560.83
Feb-14	02-270334	12	1	\$91,570	1	\$1,063.18	\$218.64	\$0.00	\$218.64	4227	4.25%	\$21.87	\$109.11	\$345.75
Mar-14	02-270334	13	1	\$90,420	1	\$1,124.98	\$220.00	\$0.00	\$220.00	4197	4.25%	\$22.00	\$111.16	\$376.16
Apr-14	02-270334	12	1	\$92,250	1	\$1,124.75	\$224.75	\$0.00	\$224.75	4166	4.25%	\$22.47	\$112.38	\$367.23
May-14	02-270334	11	1	\$93,030	1	\$1,026.13	\$205.03	\$0.00	\$205.03	4135	4.25%	\$20.50	\$102.51	\$337.36
Jun-14	02-270334	10	1	\$97,150	1	\$925.21	\$185.04	\$0.00	\$185.04	4105	4.25%	\$18.50	\$92.52	\$307.21
Jul-14	02-270334	11	1	\$90,390	1	\$991.64	\$198.33	\$0.00	\$198.33	4074	4.25%	\$19.83	\$99.17	\$316.05
Aug-14	02-270334	8	1	\$92,910	1	\$672.98	\$134.60	\$0.00	\$134.60	4044	4.25%	\$13.46	\$67.30	\$222.06
Sep-14	02-270334	3	1	\$83,310	1	\$274.24	\$54.85	\$0.00	\$54.85	4013	4.25%	\$54.85	\$27.42	\$105.10
Oct-14	02-270334	6	1	\$77,610	1	\$630.80	\$126.16	\$0.00	\$126.16	3983	4.25%	\$26.54	\$132.62	\$208.83
Nov-14	02-270334	8	1	\$73,700	1	\$658.31	\$131.66	\$0.00	\$131.66	3952	4.25%	\$26.33	\$131.66	\$187.27
Dec-14	02-270334	7	1	\$85,500	1	\$364.86	\$72.97	\$0.00	\$72.97	3921	4.25%	\$26.33	\$131.66	\$139.48
Jan-15	02-270334	7	1	\$44,200	1	\$259.11	\$51.82	\$0.00	\$51.82	3890	4.25%	\$26.33	\$131.66	\$108.63
Feb-15	02-270334	8	1	\$45,640	1	\$297.74	\$59.55	\$0.00	\$59.55	3862	4.25%	\$26.33	\$131.66	\$110.82
Mar-15	02-270334	9	1	\$46,120	1	\$340.54	\$68.11	\$0.00	\$68.11	3830	4.25%	\$26.33	\$131.66	\$125.34
Apr-15	02-270334	7	1	\$52,200	1	\$379.21	\$75.85	\$0.00	\$75.85	3801	4.25%	\$26.33	\$131.66	\$133.90
May-15	02-270334	4	1	\$57,670	1	\$265.45	\$51.09	\$0.00	\$51.09	3771	4.25%	\$26.33	\$131.66	\$99.17
Jun-15	02-270334	4	1	\$59,640	1	\$241.89	\$48.34	\$0.00	\$48.34	3740	4.25%	\$26.33	\$131.66	\$94.05
Jul-15	02-270334	7	1	\$50,980	1	\$359.38	\$71.88	\$0.00	\$71.88	3709	4.25%	\$26.33	\$131.66	\$127.45
Aug-15	02-270334	4	1	\$43,710	1	\$174.74	\$34.95	\$0.00	\$34.95	3679	4.25%	\$26.33	\$131.66	\$74.68
Sep-15	02-270334	3	1	\$45,510	1	\$136.80	\$27.36	\$0.00	\$27.36	3646	4.25%	\$26.33	\$131.66	\$63.79
Oct-15	02-270334	5	1	\$46,080	1	\$220.04	\$44.19	\$0.00	\$44.19	3618	4.25%	\$26.33	\$131.66	\$87.50
Nov-15	02-270334	4	1	\$41,000	1	\$168.36	\$33.68	\$0.00	\$33.68	3587	4.50%	\$26.33	\$131.66	\$73.33
Dec-15	02-270334	5	1	\$38,080	1	\$183.31	\$36.66	\$0.00	\$36.66	3556	4.50%	\$26.33	\$131.66	\$77.47
Jan-16	02-270334	4	1	\$29,570	1	\$129.37	\$25.87	\$0.00	\$25.87	3496	4.50%	\$26.33	\$131.66	\$61.33
Mar-16	02-270334	4	1	\$36,690	1	\$151.59	\$30.32	\$0.00	\$30.32	3469	4.50%	\$26.33	\$131.66	\$59.05
Apr-16	02-270334	5	1	\$39,520	1	\$197.66	\$39.53	\$0.00	\$39.53	3435	4.50%	\$26.33	\$131.66	\$80.98
May-16	02-270334	5	1	\$45,380	1	\$212.84	\$42.56	\$0.00	\$42.56	3405	4.50%	\$26.33	\$131.66	\$95.16
Jun-16	02-270334	4	1	\$49,530	1	\$201.39	\$40.28	\$0.00	\$40.28	3374	4.50%	\$26.33	\$131.66	\$81.74
Jul-16	02-270334	4	1	\$43,540	1	\$192.60	\$38.52	\$0.00	\$38.52	3343	4.50%	\$26.33	\$131.66	\$79.12
Aug-16	02-270334	4	1	\$43,390	1	\$190.70	\$38.14	\$0.00	\$38.14	3313	4.50%	\$26.33	\$131.66	\$78.44
Dec-16	02-270334	0	1	\$0.000	1	\$0.00	\$0.00	\$0.00	\$37.26	2460	6.50%	\$26.33	\$131.66	\$78.39
May-19	02-270334	0	1	\$0.000	1	\$0.00	\$0.00	\$0.00	\$32.22	2310	6.50%	\$26.33	\$131.66	\$70.14
Sep-19	02-270334	0	1	\$0.000	1	\$0.00	\$42.71	\$0.00	\$42.71	2187	6.50%	\$26.33	\$131.66	\$83.90
TOTALS		650				\$46,432.67	\$5,418.83	\$0.00	\$9,418.83			\$1,491.32	\$4,668.83	\$15,578.89

COMMENTS: BILLING ON UNREPORTED OIL VOLUMES AND UNDER PAID OIL ROYALTIES TO THE GLO FOR UNIT 0211 (02-270334)

COLUMN (3) UNDER REPORTED VOLUMES - REPORTED RRC VOLUMES WERE USED SINCE GLO1 REPORTS WERE NOT SUBMITTED

COLUMNS (5) & (6) NYMEX PRICES WERE USED SINCE GLO1 REPORTS WERE NOT SUBMITTED

COLUMN (9) ROYALTY PAID

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:

<https://www.glo.texas.gov/royalties/interest-and-penalty>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1

PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT. PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO account.services@glo.texas.gov and eric.cortez@glo.texas.gov NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL:

Eric.Cortez@www.glo.texas.gov

Paul.R.Austin@www.glo.texas.gov

File No. MF114184

County

Recon Billings

Date Filed: 10/14/2025

Commissioner Dawn Buckingham, M.D.

By: _____ UD