

#11926
#11925
INUT 12746
#11927
#929
#1856
PSA #00542
Unit 11927

Leasing: JA
Analyst: JA
Maps: JK
GIS: MC
DocuShare: _____

MF040133

State Lease	Control	Base File	County
MF040133	07-108970	93089	REEVES

Survey	T & P RY CO	
Block	57	
Block Name		
Township	2-S	
Section/Tract	34	
Land Part	PT	
Part Description		
Acres	960	
Depth Below	Depth Above	Depth Other
		See Lease
Name	CAMPBELL, WILLIAM W	
Lease Date	1/21/1953	
Primary Term	10 yr	
Bonus (\$)	\$2,400.00	
Rental (\$)	\$0.50	
Lease Royalty	0.0625	



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

PART 1 OF 3

F270332

CAMPBELL, WILLIAM W

Unit Acres 320.00

07-10897-0

07-10900-5

~~TERMINATED~~

Date.....

Accounting.....

Legal.....

Exploration.....

Execution.....

Mineral File 40133 A File

COUNTY: Reeves

TRACT :

PART : S/2 Sec 34 Blk 57 Tsp 2 T & P

ACRES : 320

LESSEE : William W. Campbell Chevron

DATE : 1-21-53

TERM :

BONUS :

RENTAL:

FILE : 93089 07-10897-0

PRODUCING

A-FILE

40133

File _____

CONTENTS

For Title Papers and Bonus
RELINQUISHMENT AND LEASE
and Rental Payments
40133

File _____

Reeves _____ County

MINERAL LANDS

William W. Campbell

960 ~~330~~ Acres

S/2 of 34 _____ Section

~~All of 40~~ _____ Block 57

Tsp. 2

T&P Ry. Co. Survey _____ Cert.

Files: 93089, 94352

Lease dated 1-21-53 10 years
Name of Claim _____

Cash bonus \$2,400.50

Rental payable 50¢ per acre

for Sec 40 - see m-40154

VOL. _____ P. _____

Legal _____
Rental _____
Min. A/c _____
Min. Map _____

Pass To

1. Lease 4-22-53 cl
Instrument
2. Ratification 4-22-53 cl
3. BONUS PAYMENT APR 2 1953 AL
4. RENTAL PAYMENT JAN 9 1954 ED
5. RENTAL PAYMENT Dec 4 54 ED
6. RENTAL PAYMENT Dec 23 55 "
7. Ltr to Gulf 5-21-56 Jm
8. Ltr From Gulf 5-22-56 Jm
9. Assignment 5-12-56 Jm
10. Assignment 5-12-56 Jm
11. Assignment 7-14-56 Jm
12. RENTAL PAYMENT JAN 2 1957 ELO
13. RENTAL PAYMENT DEC 6 1957 HJ
14. RENTAL PAYMENT DEC 6 1958 "
15. APPLICATION TO DRILL WELL P/LAT 2nd FEB 28 1959 "
16. APPLICATION TO DRILL WELL P/LAT and 3 MAY 7 1959 "
17. Ltr from Gulf Oil Corp. 5-19-59 Jm
18. Ltr to " " 5-26-59 Jm
19. RENTAL PAYMENT DEC 5 1959 HJ
20. RENTAL PAYMENT DEC 12 1960 "
21. RENTAL PAYMENT DEC 9 1961 "
22. Assignment 4-13-62 la

1347-152-5M

See LAST SUPPLEMENT NO. 1

A-FILE

**For Title Papers and Bonus
and Rental Payments**

File 40133REEVES County**MINERAL LAND**WILLIAM W. CAMPBELL320 AcresS/2 of Section 34T & P Ry Co Sur. BlockTsp.Cert.Files 93089 94352

Lease dated 1-21-53 10 Yrs
Name of Claim

File 40133**CONTENTS**

<u>23</u>	<u>RENTAL PAYMENT</u>	<u>DEC 14 1962</u>
<u>24</u>	<u>RENTAL PAYMENT</u>	<u>DEC 1 1 1963</u> <u>He</u>
<u>25</u>	<u>RENTAL PAYMENT</u>	<u>DEC 8 1964</u> <u>He</u>
<u>26</u>	<u>RENTAL PAYMENT</u>	<u>DEC 1 0 1965</u>
<u>27</u>	<u>RENTAL PAYMENT</u>	<u>DEC 1 3 1966</u>
<u>28</u>	<u>RENTAL PAYMENT</u>	<u>12-15-67</u>
<u>29</u>	<u>RENTAL PAYMENT</u>	<u>12-12-68</u>
<u>30</u>	<u>RENTAL PAYMENT</u>	<u>12-9-69</u>
<u>31</u>	<u>RENTAL PAYMENT</u>	<u>12-11-70</u>
<u>32</u>	<u>RENTAL PAYMENT</u>	<u>12-9-71</u> <u>He</u>
<u>33</u>	<u>RENTAL PAYMENT</u>	<u>12-14-72</u> <u>S</u>
<u>34</u>	<u>RENTAL PAYMENT</u>	<u>12-11-73</u> <u>S</u>

VOL. _____ P. _____

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3. Bonus Payment	4-22-1953	35. Randolph-State Unit	10-30-74 gs
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5. Rental payment	12-14-1954	37. Rental Payment	12-11-75
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7. In B File		39. Rental Payment	12-16-77
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10. "	5-12-1956	42. Rental Payment	12-13-80
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13. Rental Payment	12-6-1957	45. Rental Payment	12-17-83
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15. In Well Rec		48. Ltr to Chevron USA, Inc.	10-2-85
16. In Well Rec		49. Ltr to Chevron USA, Inc.	11-13-85
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18. " " "		51. Rental Payment	12-18-85
19. Rental Payment	12-5-1959	52. See Article of Merg in M-80994	
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21. Rental payment	12-9-1961	54. Pooling Agreement	See (43) in M-35430 A
22. Assignment	4-13-1962	55. Filed 8/4/86	See Certificate of Effectiveness in M-35430 A File #44 LKA
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32. Rental payment	12-9-1971	65. Rental Pymt. 104	12-10-93
33. Rental Payment	12-14-1972	66. C/F- 95-026	2-6-95 Bds

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71. Billing to Rio Petro 4-14-08	
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74. Assignment Faust to Sand Ridge 6-3-10	
75. See MF035816 # 65 WI Assignment 2-1-11	
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77. Request for title 8-1-12	
78. Chain of title from Petrohawk 8-7-12	
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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Walker

BEFORE ME, the undersigned authority, on this day personally
appeared Tom Ball, Individually and as Independent Executor of the Estate of
Rosa B. Lamkin, deceased, known to me to be the

person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the
same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this the 21st day of January A. D. 1953

L. B. Baldwin

SEAL

Notary Public in and for Walker County, Texas.

THE STATE OF TEXAS, }

County of Reeves

I, Estelle Clinton Clerk

of the County Court of Reeves County, Texas, do hereby certify that

the foregoing is a true and correct copy of the original Oil & Gas Lease, from A.T. Randolph et al
to William W. Campbell, as the same was filed on Mar. 6, 1953, at 1:00
o'clock P.M. under File No. 1299 to be recorded in the Deed Records.

~~as the same is a true and correct copy of the original as the same is a true and correct copy of the original~~

GIVEN UNDER MY HAND and the seal of said Court, at office in Pecos, Texas

this 9th day of March 1953

Estelle Clinton Clerk

By Margie Swilley Deputy

OIL AND GAS LEASE

RECEIVED
2016-452-10M
APR 22 1953
GENERAL LAND OFFICE
34996

THIS AGREEMENT, made and entered into this 21st day of January, 1953,
by and between A. T. Randolph, J. B. Lamkin, Gertrude Zinck, joined by her
husband, H. A. Zinck and Tom Ball, Individually and as Independent
Executor of the Estate of Rosa B. Lamkin, deceased
(Give Permanent Address)
individually and as agent for the State of Texas, party of the first part, herein referred to as the owner of the soil (whether
one or more) and William W. Campbell
of Brandon Hotel, Pecos, Texas
(Give Permanent Address)
party of the second part, hereinafter called Lessee.

WITNESSETH: That the owner of the soil in the capacities aforesaid, for and in consideration of \$ 2400.00
Two Thousand four hundred and no/100 - - - - -
Dollars, cash in hand paid, as his individual property and estate, receipt of which is hereby acknowledged, (SEE NOTE
BELOW) and a like amount paid to the STATE OF TEXAS, and of the covenants and agreements hereinafter contained on
the part of the Lessee to be paid, kept and performed have this day granted, demised, leased and
let, and by these presents do hereby grant, demise, lease and let unto
the said Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines,
building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take
care, treat and transport said products of the lease, the following lands situated in Reeves County,
State of Texas, to-wit:

The South half of Section 34, and all of Section 40, Block 57, Township
2, T & P Ry. Survey, and containing 960 acres more or less.

Said above described land has never been occupied by lessors as a
homestead, nor claimed as or intended to be a homestead.

~~containing~~ ~~acres, more or less.~~

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date,
(herein called primary term) and as long thereafter as oil and gas, or either of them, is produced in paying quantities from
the land hereby leased.

In consideration of the premises the said Lessee covenants and agrees:

1. To pay to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, the value of
one-sixteenth of the gross production of oil and gas produced from said
leased premises free of cost to the State, as required by Article 5368 of the Revised Civil Statutes of Texas, 1925.

2. To deliver to the credit of the owner of the soil, free of cost, in the tanks or pipe lines to which wells may be con-
nected an additional equal 1/16 part of all oil and gas produced and saved from said leased premises or
at the option of owner of the soil one-sixteenth of the value of all oil and gas produced and saved
from said leased premises.

3. If no well be commenced on said land, hereby leased, on or before the 21st day of January, 1954,
this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the owner of the
soil or to his credit in the First National Bank, at Huntsville, Texas

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of
fifty-cents per acre and in addition shall pay to the COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, A LIKE SUM on or before said date; which shall operate as a rental
and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number
of months successively.

4. All payments or tenders of rental to the owner of the soil may be made by check or draft of Lessee, or any assignee hereof and delivered on or before the rental paying date. If said bank (or any successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

5. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises.

6. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.

7. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole, the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in paragraph numbered three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after the date of such completion.

8. However, it is understood and agreed that notwithstanding the fact that development may be in progress or production secured and royalty being paid hereunder the owner or operator of the leased premises shall continue to make annual rental payments to the State which, under such conditions and in the absence of any rental being paid to the land owner, shall be the minimum of ten cents (10¢) per acre as provided by said Article 5368.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of delay rentals in order to maintain this lease in effect during the primary or extended term in the absence of such drilling or reworking operations or production of oil or gas.

10. If the owner of the soil owns a less interest in the above described land than the entire and undivided surface estate therein, then the royalties and rentals herein provided to be paid to owner of the soil shall be paid to him only in the proportion which his interest bears to the whole and undivided surface estate.

11. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells or tanks of the owner of the soil and with the exception that the State must be paid its above specified royalty on production of oil and/or gas regardless of how used or disposed of.

12. When requested by the owner of the soil, Lessee shall bury his pipe lines below plow depth.

13. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the owner of the soil.

14. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from said land covered by this lease or other lands, provided the royalties herein specified are paid on said oil at the same rate under the same conditions as provided for oil regularly produced.

15. Lessee shall pay damages caused by his operations to growing crops on said land.

16. The Lessee shall have the right to remove all machinery and fixtures placed on said premises, including the right to draw and remove the casing, provided however that the casing shall not be drawn and removed until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil.

17. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers the part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals, unless the assignor or assignee shall fail to file a certified copy of such assignment in the General Land Office prior to the next rental paying date, in which event the entire lease shall terminate for failure to pay the entire rental due as provided in paragraph Numbered Three hereof.

18. Lessee may, at any time, and from time to time, execute and deliver to the owner of the soil or place of record, a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. In the event any part of this lease is surrendered, as above provided, the delay rental then payable hereunder shall thereupon be reduced in the proportion that the acreage surrendered bears to the acreage which was covered by this lease immediately prior to such surrender, provided such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.

19. Provided further that in the event all or any part of this lease is assigned or released such assignment or release shall be recorded in the county where the land is situated and a copy of such recorded instrument certified by the county clerk, shall be filed in the GENERAL LAND OFFICE accompanied by filing fee of one dollar (\$1.00) thereon.

20. It is further recognized that before this lease is effective a certified copy thereof shall be filed in the General Land Office in accordance with House Bill No. 9, Act approved June 19, 1939, which is construed as meaning certified copy made by the County Clerk from his records.

21. It is further agreed that the bonus due the State hereunder shall accompany such certified copy to the General Land Office.

22. The owner of the soil hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for the owner of the soil by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the owner of the soil, and be subrogated to the rights of the holder thereof, to the extent that Lessee may apply any rental or royalty due the owner of the soil from Lessee until any obligation thus incurred by the owner of the soil is discharged.

23. This lease is issued under provisions of Subdivision 3, Chapter 4, Title 86, of the Revised Statutes of the State of Texas, 1925, and amendments thereto, commonly known as the Relinquishment Act, and should there be any provisions herein not in conformity with said Act, the law is recognized and understood to prevail notwithstanding anything in this lease to the contrary.

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

787 Tom Ball
Tom Ball, Indiv and as
Independent Executor of the Estate of Rosa B. Lamkin, deceased, and
as agent for the State of Texas

ATR A. T. Randolph
Individually and as agent for the State of Texas

JBL J. B. Lamkin
Individually and as agent for the State of Texas

GZ Gertrude Zinck
Individually and as agent for the State of Texas

HAZ H. A. Zinck
Individually and as agent for the State of Texas

NOTE: Section 4a, House Bill No. 9, Act of June 19, 1939, provides that leases shall not be effective until a certified copy thereof (which is construed as meaning certified copy by the County Clerk) is filed in the Land Office, and that leases shall not be binding upon the State unless they recite the actual and true consideration paid or promised therefor.

NOTE: If this lease be executed by the owner of an undivided interest in the entire surface estate, and should production be secured while an undivided interest only in the above described land is covered by lease, the royalty to be paid to the State under this lease shall be at the royalty rate specified in Paragraph numbered 1 hereof of the interest covered by this lease plus the value of the whole production allocable to all of the undivided interest not covered by lease, less the proportionate development and production costs allocable to such undivided interest, but in no event shall the State receive as royalty on the gross production allocable to the undivided interest not leased an amount less than the value of 1/16 of such gross production.

DOUBLE ACKNOWLEDGMENT

STATE OF Louisiana
Parish of Calcasieu

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

H. A. Zinck and Gertrude Zinck his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the aforesaid wife, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and the seal of office, this the 30th day of January, A. D. 1953

J. J. Haxthausen
Notary Public in and for

SEAL

Calcasieu Parish, La.

SINGLE ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Walker

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

A. T. Randolph, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 21st day of January, A. D. 1953

L. B. Baldwin
Notary Public in and for

SEAL

Walker County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF Louisiana
Parish of East Baton Rouge

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

J. B. Lamkin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 23rd day of January, A. D. 1953

Glenn S. Darsey
Notary Public in and for

SEAL

My commission expires
March 3, 1957

East Baton Rouge Parish, Louisiana

M-40133

Lease

File dated 4-22-53

Bascom Giles, Comr.

cl

1.

THE STATE OF TEXAS |
COUNTY OF REEVES |

KNOW ALL MEN BY THESE PRESENTS:

RECEIVED
APR 22 1953
GENERAL LAND OFFICE
34996

That whereas, under date of January 21, 1953, A. T. Randolph, James B. Lamkin, Gertrude L. Zinck and husband H. A. Zinck, and Tom Ball, individually and as independent executor of the Estate of Rosa B. Lamkin, deceased, individually and as agents for the State of Texas, did execute and deliver to William W. Campbell, as lessee, an oil, gas and mineral lease, covering certain land situated in Reeves County, Texas, described as follows, to-wit:

South 1/2 of Section 34 and all of Section 40,
Block 57, Township 2, T & P Ry. Co. Survey,
Reeves County, Texas, containing 960 acres
of land;

said land being fully described in said lease, reference to said lease being here made for all purposes; and

Whereas, said lease and all rights and privileges thereunder are now owned and held by William W. Campbell; and

Whereas, it is the desire of the undersigned parties to adopt, ratify and confirm said lease:

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) and other valuable considerations to us in hand paid by William W. Campbell, the receipt of which is hereby acknowledged and confessed, the undersigned METHODIST ORPHANS HOME OF WACO TEXAS, a corporation, and HUNTSVILLE MEMORIAL HOSPITAL, a corporation, acting by and through their duly authorized officers and agents, do hereby adopt, ratify and confirm said lease in all of its terms and provisions, and do hereby lease, demise and let said land and premises unto William W. Campbell, subject to and in accordance with all of the terms and provisions of said lease, as fully and as completely as if we had

originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, the undersigned shall not be paid any portion of the bonus, rentals, or royalties payable under the terms of said lease, but such bonuses, rentals and royalties shall be paid to Tom Ball, individually and as independent executor of the Estate of Rosa B. Lamkin, deceased, his heirs, legal representatives, successors or assigns. And we do hereby de

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a

WITNESS EXECUTION HEREOF, this the 14th day of
March, A. D. 1953.

Corp. Seal

Attest:

Hubert Johnson
Secretary

METHODIST ORPHANS HOME
OF WACO, TEXAS

By R. B. Bryant
President

Corp. Seal

Attest:

J. G. Davis
Secretary.

HUNTSVILLE MEMORIAL HOSPITAL

By W. T. Robinson

THE STATE OF TEXAS ¶

COUNTY OF McLENNAN ¶

BEFORE ME, the undersigned authority in and for said county and State, on this day personally appeared R. B. Bryant, President of Methodist Orphans Home of Waco, Texas, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Methodist Orphans Home of Waco, Texas, and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of April, A. D. 1953.

SEAL

Ruth Rutherford (Ruth Rutherford)
Notary Public in and for
McLennan County, Texas

THE STATE OF TEXAS ¶

COUNTY OF WALKER ¶

BEFORE ME, the undersigned authority in and for said county and State, on this day personally appeared W. F. Robinson, President of Huntsville Memorial Hospital, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Huntsville Memorial Hospital, and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of March, A. D. 1953.

SEAL

L. B. Baldwin
Notary Public in and for
Walker County, Texas.

THE STATE OF TEXAS |

COUNTY OF WALKER |

BE IT REMEMBERED that a regular meeting of the Board of Trustees of Huntsville Memorial Hospital was held at 7:40 P.M., March 11, 1953, at the hospital at Huntsville, in Walker County, Texas, at which meeting a quorum of the trustees were present and, among other matters, the following transpired:

"On motion by Mr. Robinson, seconded by Mr. Ball, it was unanimously ordered to ratify the execution and delivery of an Oil and Gas lease, dated January 21, 1953, executed by A. T. Randolph, J. B. Lamkin, Gertrude L. Zinck, and husband, H. A. Zinck, and Tom Ball, independently and as independent executor of the Estate of Rosa B. Lamkin, deceased, to William W. Campbell, on 960 acres in Reeves County, Texas, namely, the South one-half of Section 34 and all of Section 40, Lot 57, Township 2, T & P Railway Company and to execute and deliver such necessary ratification agreement."

IN TESTIMONY WHEREOF, witness my hand and the seal of Huntsville Memorial Hospital, at Huntsville, Texas, this the 10th day of April, 1953.

J. G. Davis
J. G. Davis
SECRETARY, BOARD OF TRUSTEES
HUNTSVILLE MEMORIAL HOSPITAL

SWORN TO AND SUBSCRIBED BY THE SAID J. G. Davis, before me, the undersigned authority, this the 10th day of April, 1953, to certify which, witness my hand and seal of office.

Genevieve D. Sandhop
Notary Public,
Walker County, Texas

SEAL

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared J. G. Davis, 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 10th day of April, 1953.

SEAL

Genevieve D. Sandhop
Notary Public
Walker County, Texas

"Upon motion of E. D. Landreth, which was seconded by D. T. Hicks, the officers of the Board of Directors of the Methodist Home were authorized to execute an instrument ratifying a lease made by Mr. Tom Ball, Executor of the Rosa B. Lamkin Estate, Huntsville, in connection with property owned by this estate in Reeves County, Texas. The motion was adopted by unanimous vote."

I, Lois Hughes, the duly elected Assistant Secretary of the Methodist Home, a corporation, do hereby certify that the foregoing is a true and correct copy of a resolution unanimously adopted by the Executive Committee of the board of Directors of the Methodist Home at a meeting of said Committee held at Waco, Texas on the 19th day of March, A. D. 1953, at which meeting more than a quorum of said Directors were present.

TO CERTIFY WHICH WITNESS MY HAND this the 14th day of April, A. D. 1953.

Lois Hughes

THE STATE OF TEXAS |

COUNTY OF MCLENNAN |

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared Lois Hughes, known to me to be the person and officer whose name is subscribed to the foregoing instrument and having been by me placed under oath, acknowledged to me that the same of the act of the said Executive Committee of the Board of Directors of said Methodist Home, a corporation, and that she executed the same as the act of such Corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April, A.D. 1953.

SEAL

Ruth Rutherford
Ruth Rutherford,
Notary Public
McLennan County, Texas

THE STATE OF TEXAS, }

County of Reeves

I,

Estelle Clinton

Clerk

of the County Court of Reeves

County, Texas, do hereby certify that

the foregoing is a true and correct copy of the original Ratification of O&GL from A.T. Randolph et al to William W. Campbell as the same was filed on April 22, 1953 at 8:30 o'clock A.M. under File No. 2192 to be recorded in the Deed Records of Reeves County, Texas.

~~as the same appears of record in my office in book XXXXXXXXX page~~

GIVEN UNDER MY HAND and the seal of said Court, at office in Pecos, Texas

this 22nd day of April 1953.

Estelle Clinton

Clerk

By

Margarie Liville

Deputy.

M 40133 2.
Ratification Instrument
File dated 4-22-53
asocom Giles, Comr.
21

FORM 51

GENERAL LAND OFFICE

Reg. #34996
44-332

Austin, Texas April 22 1953

Received from William W. Campbell Pecos, Texas

Two Thousand Four Hundred and 50/100-----Dollars

For State's portion of the cash bonus due on State Lease M-40133.

Boscom Giles

POSTED

3/
M. F.

40133

BONUS PAYMENT

FILED

APR 22 1953

19

Pascom Giles

COMMISSIONER

A. L.

CLERK

FORM 51

GENERAL LAND OFFICE

Reg. No. 27609

Fund No. 44-332

Austin, Texas January 7, 1954

Received from Francis K. Campbell, Jr., c/o Brandon Hotel, Pecos, Texas

\$160.00 One Hundred Sixty and NO/100.....DOLLARS

For RENTAL on 320 Acres. S/2 of Sec. 34, Blk. 57, Tsp. 2, T&P Ry Co

REEVES COUNTY (Period 1-21-54 to 1-21-55)

State Lease M-40133

Bascom Giles

POSTED

[Handwritten signature]

4

M. F.

40123

RENTAL PAYMENT

JAN 7 1954

FILED

19

Barcom Giles

COMMISSIONER

ED

CLERK

J.R. MEEKER

Name of Company

Check No. **15585****FORT WORTH, TEXAS**, Date **DEC. 13, 1954****J.R. MEEKER**

has this day

deposited in **GENERAL LAND OFFICE, BASCOM GILES, COMMISSIONER** the sum of**ONE HUNDRED SIXTY AND NO/100 - - - - -** Dollars, for the credit of persons named belowin the amounts stated in payment of **1/2 OF ANNUAL RENTAL** under oil and gas

lease of lands in the State of **TEXAS** from **JAN. 21, 1955** to **JAN. 21, 1956**
 covering **320 A. OF LAND, BEING S/2 OF SEC. 34, BLK. 57, TSP. 2, TPRR**
SUR., ACCORDING TO TERMS OF CERTAIN OIL AND GAS LEASE ENTERED INTO
ON THE 21ST DAY OF JANUARY, 1953 BETWEEN A.T. RANDOLPH, ET AL
LESSORS AND WILLIAM W. CAMPBELL, LESSEE, REEVES COUNTY, TEXAS

440133

LEASE NO.	FOR CREDIT OF	AMOUNT	COUNTY	ACRES
	A.T. RANDOLPH,			
	J.B. LAMKIN, GERTRUDE	\$160.00	REEVES	320
	ZINCK AND HUSBAND, H.A.			
	ZINCK AND TOM BALL, IND.			
	AND AS IND. EXECUTOR OF			
	ESTATE OF ROSA B. LAMKIN, DECEASED			

RECEIVED**DEC 14 1954***Reg. #23537***GENERAL LAND OFFICE**

Please Date, Sign and Return to

J.R. MEEKER**1314 FT. WORTH NAT'L BLDG.****FORT WORTH, TEXAS**

Date

DEC 14 1954

Sign here

Bascom Giles

By

Cashier

27
4

RE. F. 4/1/33

RENTAL PAYMENT

DATE Dec. 14. 54

Barcom Miles

ED

RECEIVED
DEC 14 1924
GENERAL LAND OFFICE

RENTAL RECEIPT

GENERAL LAND OFFICE
STATE OF TEXAS

AUSTIN, TEXAS

FORT WORTH, Texas, 12/21/55 19

File No.

Check No.

GENTLEMEN:

We are attaching our above numbered check in your favor for the sum of \$ 160.00
with the request that such amount be deposited by you to the credit of GENERAL LAND OFFICE OF
STATE OF TEXAS,

FAVOR OF: A. T. RANDOLPH; J. B. LAMKIN; GERTRUDE ZINCK AND HUSBAND
H. A. ZINCK; AND TOM BALL, IND. AND AS IND. EXECUTOR OF
ESTATE OF ROSA B. LAMKIN, DECEASED

in full payment of the rental, for the period from 1/21/56 to 1/21/57
due under that certain oil and gas lease executed on 1/21/53, by A. T. RANDOLPH ET AL

in favor of WILLIAM W. CAMPBELL in so far as said lease covers the following described acreage
in the County of REEVES, State of Texas, to-wit: 320 ACRES OF LAND, BE-
ING S/2 OF SEC. 34, BLK. 57, TSP. 2, TPRR SURVEY, ACCORDING TO TERMS
OF CERTAIN OIL AND GAS LEASE ENTERED INTO ON JANUARY 21, 1953, BETWEEN
A. T. RANDOLPH ET AL, LESSORS, AND WILLIAM W. CAMPBELL, LESSEE, RECORD-
ED IN VOL. 151, PAGES 58-62, REEVES COUNTY, TEXAS. OTHER ONE-HALF
OF THIS RENTAL PAYMENT TO A. T. RANDOLPH ET AL.

This letter is sent to you in triplicate. Kindly execute and return the original and duplicate to us for our receipt and
retain the triplicate for your files.

Very truly yours, J. R. MEEKER

By

The above described check has this day been received and deposited by us as above requested.

TO BE RETURNED TO
J. R. MEEKER
3108 WINTHROP
FORT WORTH 16, TEXAS

By *J. R. Meeker*

Date 12/29/55

Title or Position.

6
M. F.

40133

Rental Payment

Filed

Dec 23 19 55

J. EA. L. R. J. ER

Commissioner

EO

Clerk

RECEIVED

DEC 23 1955

GENERAL LAND OFFICE

WHEREAS, on the 30th day of June, 1953, a certain oil and gas mining lease was made and entered into by and between Fred J. Dudley and Carrie V. Dudley, husband and wife, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

South 70 acres of the East half of Section 6, Block 7, H&GN Ry. Survey, Certificate No. 8/1507, lying and being situate about 17 miles S 78 degrees E from County site, and being further described by metes and bounds as follows:

Beginning at an iron pipe marked 6,15 B7 for the SE corner of Section 6 and the SE corner of this survey;

THENCE W $78\frac{1}{4}$ degrees W 475.2 varas to an iron pipe set for the SW corner of this survey;

THENCE N $11\text{-}\frac{3}{4}$ degrees E 831.6 varas to a stake for the NW corner of this survey;

THENCE S $78\frac{1}{4}$ degrees E 475.2 varas to a stake in the East boundary of Section 6 and the West boundary of Section 15 for the NE corner of this survey;

THENCE S $11\text{-}\frac{3}{4}$ degrees W 831.6 varas to the beginning.

Said lease being recorded in the office of the County Clerk in and for said County in book 155, page 92, and

WHEREAS, on the 7th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between C. A. Prichard and wife, M. C. Prichard, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

The South 40 acres of the East 80 acres of the Northeast 200 acres of Section 8, Block 6, H&GN Ry. Survey, Reeves County,

RECEIVED

MAY 12 1956

GENERAL LAND OFFICE

ALBERT T. STUBBS

Texas, Certificate No. 8/1476, being of the same lands awarded to C. H. Banowsky by the State of Texas.

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 583, and

WHEREAS, on the 21st day of January, 1953, a certain oil and gas mining lease was made and entered into by and between A. T. Randolph, J. B. Lamkin, Gertrude Zinck, joined by her husband, H. A. Zinck and Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, deceased, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described lands in the County of Reeves, State of Texas, to-wit:

m 40132 The South Half of Section 34 and all of Section 40, Block 57, Township 2, T&P Ry. Survey and containg 960 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said County in book 151, page 58, and

WHEREAS, on the 4th day of February, 1952, a certain oil and gas mining lease was made and entered into by and between Webb Armstrong and Sybil Carolyn Armstrong, Lessor and Roy M. Johnson, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

40/640ths interest in and to Section 16, Block C-7, Public School Lands,

Said lease being recorded in the office of the County Clerk in and for said County in book 141, page 364-367, and

WHEREAS, on the 14th day of February, 1952 a certain oil and gas mining lease was made and entered into by and between B. E. Laurent, J. B. Honts and Elton M. Hyder, Lessor, and M. M. Cassity, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

All of our right, title and interest in and to Section 16, Block C-7, Public School Lands.

Said lease being recorded in the office of the County

RECEIVED

MAY 12 1956

GENERAL LAND OFFICE

[Faint, mostly illegible text body consisting of several paragraphs]

Clekr in and for said County in book 142, page 627, and

WHEREAS, on the 16th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between Chas. C. Lynch and Hazel R. Lynch, his wife, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

Section 16, Block C-7, Public School Lands.

Said lease being recorded in the office of the County Clerk in and for said County, in book 152, at page 624, and

WHEREAS, on the 20th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between E. M. Solow and Sayd F. Solow, his wife, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

An undivided 1/64th interest in and to Section 16, Block C-7, Public School Lands,

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 631, and

WHEREAS, on the 20th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between D. Clayton Arnold, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

An undivided 1/32 interest in and to Section 16, Block C-7, Public School Lands,

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 634, and

WHEREAS, the said leases and all rights thereunder or incident thereto are now owned by William W. Campbell.

NOW, THEREFORE, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto,

RECEIVED

MAY 12 1956

GENERAL LAND OFFICE

TO: DIRECTOR, GENERAL LAND OFFICE, WASHINGTON, D.C.

FROM: SAC, ALBUQUERQUE, NEW MEXICO (100-100000)

SUBJECT: [Illegible]

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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[Illegible]

does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers all of my interest in and to all of the above described land, together with all personal property used or obtained in connection therewith to _____ and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee, his heirs, successors, or assigns, that William W. Campbell is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In witness whereof, The undersigned owner and assignor has signed this instrument this 26th day of April, 1954.

William W. Campbell

THE STATE OF TEXAS, §
COUNTY OF REEVES §

BEFORE ME, the undersigned authority, on this day personally appeared William W. Campbell, 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 26th day of April, A. D. 1954.

(Seal)

Della M. Collins
Notary Public in and for
Reeves County, Texas

Filed for record on the 2nd day of June, A. D. 1954 at 8:30 o'clock A. M., and duly recorded this the 9th day of June, A. D. 1954 at 12:00 o'clock A. M.

Estelle Clinton
County Clerk, Reeves
County, Texas

RECEIVED

MAY 12 1956

GENERAL LAND OFFICE

[Faint, mostly illegible text body consisting of several paragraphs]

THE STATE OF TEXAS,
COUNTY OF REEVES

¶
¶

I, ESTELLE CLINTON, Clerk of the County Court of Reeves County, Texas, do hereby certify that the foregoing is a true and correct copy of the original ASSIGNMENT OF OIL & GAS LEASES from WILLIAM W. CAMPBELL to J. R. MEEKER, as the same appears of record in my office in Volume 157, Pages 7-9, Deed Records of Reeves County, Texas.

TO CERTIFY WHICH WITNESS my hand and seal of office in Pecos, Texas, this 13th day of March, A. D. 1956.

ESTELLE CLINTON
County Clerk in and for
Reeves County, Texas

By: *Margie Twilley*
Deputy
(Margie Twilley)

RECEIVED
MAY 12 1956
GENERAL LAND OFFICE

9.
M# 40133
Assignment
File Dated 5-12-56
J. Earl Rudder, Comr. *Jmr*

RECEIVED AS STATED
#100

DATE 5-24-56
~~Reg. No.~~
F.F. # 56

GENERAL LAND OFFICE

WHEREAS, on the 30th day of June, 1953, a certain oil and gas mining lease was made and entered into by and between Fred J. Dudley and Carrie V. Dudley, husband and wife, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

South 70 acres of the East half of Section 6, Block 7, H&GN Ry. Survey, Certificate No. 8/1507, lying and being situate about 17 miles S 78 degrees E from County site, and being further described by metes and bounds as follows:

Beginning at an iron pipe marked 6,15 B7 for the SE corner of Section 6 and the SE corner of this survey;

THENCE W $78\frac{1}{4}$ degrees W 475.2 varas to an iron pipe set for the SW corner of this survey;

THENCE N $11\text{-}3/4$ degrees E 831.6 varas to a stake for the NW corner of this survey;

THENCE S $78\frac{1}{4}$ degrees E 475.2 varas to a stake in the East boundary of Section 6 and the West boundary of Section 15 for the NE corner of this survey;

THENCE S $11\text{-}3/4$ degrees W 831.6 varas to the beginning.

Said lease being recorded in the office of the County Clerk in and for said County in book 155, page 92, and

WHEREAS, on the 7th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between C. A. Prichard and wife, M. C. Prichard, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

The South 40 acres of the East 80 acres of the Northeast 200 acres of Section 8, Block 6, H&GN Ry. Survey, Reeves County,

RECEIVED

MAY 12 1956

GENERAL LAND OFFICE

Texas, Certificate No. 8/1476, being of the same land awarded to C. H. Banowsky by the State of Texas.

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 583, and

WHEREAS, on the 21st day of January, 1953, a certain oil and gas mining lease was made and entered into by and between A. T. Randolph, J. B. Lamkin, Gertrude Zinck, joined by her husband, H. A. Zinck and Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, deceased, individually and as agent for the State of Texas, Lessor and William W. Campbell, Lessee, covering the following described lands in the County of Reeves, State of Texas, to-wit:

40133 ✓ The South half of Section 34, and all of Section 40, Block 57, Township 2, T&P Ry. Survey and containing 960 acres, more or less.

Said lease being recorded in the office of the County Clerk in and for said County in book 151, page 58, and

WHEREAS, on the 4th day of February, 1952, a certain oil and gas mining lease was made and entered into by and between Webb Armstrong and Sybil Carolyn Armstrong, Lessor and Roy M. Johnson, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

40/640th interest in and to Section 16, Block C-7, Public School Lands,

Said lease being recorded in the office of the County Clerk in and for said County in book 141, page 364-367, and

WHEREAS, on the 14th day of February, 1952 a certain oil and gas mining lease was made and entered into by and between B. E. Laurent, J. B. Honts and Elton M. Hyder, Lessor and M. M. Cassity, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

All of our right, title and interest in and to Section 16, Block C-7, Public School Lands,

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MAY 12 1956

GENERAL LAND OFFICE

TO THE HONORABLE SECRETARY OF THE INTERIOR

FROM THE CHIEF OF BUREAU OF LAND MANAGEMENT

RE: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 627, and

WHEREAS, on the 16th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between Chas. C. Lynch and Hazel R. Lynch, his wife, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

Section 16, Block C-7, Public School Land.

Said lease being recorded in the office of the County Clerk in and for said County, in book 152, at page 624, and

WHEREAS, on the 20th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between E. M. Solow and Sayd F. Solow, his wife, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

An undivided 1/64th interest in and to Section 16, Block C-7, Public School Lands,

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 631, and

WHEREAS, on the 20th day of June, 1952, a certain oil and gas mining lease was made and entered into by and between D. Clayton Arnold, Lessor and William W. Campbell, Lessee, covering the following described land in the County of Reeves and State of Texas, to-wit:

An undivided 1/32 interest in and to Section 16, Block C-7, Public School Lands.

Said lease being recorded in the office of the County Clerk in and for said County in book 142, page 634, and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by William W. Campbell.

NOW, THEREFORE, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does

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MAY 12 1956

GENERAL LAND OFFICE

[Faint, illegible text covering the majority of the page, likely a memorandum or official letter.]

hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers all of my interest in and to all of the above described land, together with all personal property used or obtained in connection therewith to J. R. Meeker and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee, his heirs, successors, or assigns, that William W. Campbell, is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed this instrument this 26th day of April, 1954.

William W. Campbell

THE STATE OF TEXAS, §
COUNTY OF REEVES §

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared William W. Campbell, 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 6 day of February, A. D. 1956.

(Seal)

Della M. Collins
Notary Public in and for
Reeves County, Texas

THE STATE OF TEXAS, §
COUNTY OF REEVES §

BEFORE ME, the undersigned authority, on this day person-

RECEIVED
MAY 12 1956
GENERAL LAND OFFICE

[Faint, mostly illegible text covering the majority of the page, likely a memorandum or official letter.]

ally appeared William W. Campbell, 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 26th day of April, A. D. 1954.

(Seal)

Della M. Collins
Notary Public in and for
Reeves County, Texas

Filed for record on the 6th day of Feb., A. D. 1956 at 1:30 o'clock P. M., and duly recorded this the 14th day of Feb., A. D. 1956 at 3:00 o'clock P. M.

By: Margaret Molthan,
Deputy

Estelle Clinton
County Clerk, Reeves
County, Texas

* * * *

THE STATE OF TEXAS, §
COUNTY OF REEVES §

I, ESTELLE CLINTON, Clerk of the County Court of Reeves County, Texas, do hereby certify that the foregoing is a true and correct copy of the original ASSIGNMENT OF OIL & GAS LEASES from WILLIAM W. CAMPBELL to J. R. MEEKER, as the same appears of record in my office in Volume 166, Pages 606-608, Deed Records of Reeves County, Texas

TO CERTIFY WHICH WITNESS my hand and seal of office in Pecos, Texas, this 14th day of March, A. D. 1956.

ESTELLE CLINTON
County Clerk in and for
Reeves County, Texas

By: *Margie Twilley*
Deputy
(Margie Twilley)

M- 40133
Assignment
File Dated 5-12-56
J. Earl Rudder, Comr.

Yam

RECEIVED
MAY 12 1956
GENERAL LAND OFFICE

RECEIVED AS STATED
\$1,000

DATE 5-24-56
Page No. F. F. # 56

GENERAL LAND OFFICE

Filed for record on the 11th day of May, A D 1956 at 8:30 o'clock A.M.
and duly recorded on the 16th day of May, A.D. 1956 at 2:15 o'clock P.M.

Estelle Clinton,
County Clerk, Reeves County, Texas.

THE STATE OF TEXAS |
COUNTY OF REEVES |

I, ESTELLE CLINTON, County Clerk, Reeves County, Texas, do hereby certify that the above and foregoing is a true and correct copy of ASSIGNMENT OF OIL AND GAS LEASE from J.R. Meeker to Gulf Oil Corporation, as the same appears of record in the Deed Records of Reeves County, Vol. 169, page 226.

TO CERTIFY WHICH WITNESS my hand and seal of office, at office in Pecos, Texas, this the 14th day of June, A D 1956.

Estelle Clinton
COUNTY CLERK, REEVES COUNTY, TEXAS.

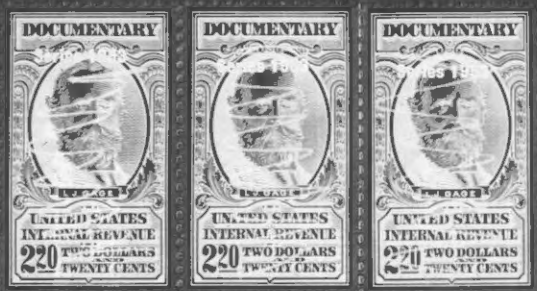
RECEIVED

JUL 14 1956

GENERAL LAND OFFICE

Assignment of Oil and Gas Lease

WHEREAS, on the 21st day of JANUARY 19 53, a certain oil and gas mining lease was made and entered into by and between A. T. RANDOLPH; J. B. LAMKIN; GERTRUDE ZINCK, joined by her husband, H. A. ZINCK, and TOM BALL, Independent Executor of the Estate of Rosa B. Lamkin, deceased, Individually and as Agent for State of Texas, Lessor and WILLIAM W. CAMPBELL, Lessee covering the following described land in the County of REEVES and State of Texas, to-wit: The South half of Section 34, and all of Section 40, Block 57, Township 2, T&P Ry. Survey, and containing 960 acres, more or less.



Said lease being recorded in the office of the County Clerk in and for said County in book 151 pages 58-62, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by
J. R. MEEKER

Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers the
The South half (S/2) of Section 34, Block 57, Township 2, T&P Ry. Survey, and containing 320 acres, more or less.

together with all personal property used or obtained in connection therewith to GULF OIL CORPORATION and its heirs, successors and assigns.

And for the same consideration, the undersigned for him and his heirs, successors and representatives, does covenant with the said assignee its heirs, successors, or assigns, that
J. R. MEEKER

the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed this instrument this 6th day of March, 1956.

J. R. Meeker

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
known to me to be the person J. R. MEKKER whose name 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 6th day of March A. D. 1956
(L.S.)
Notary Public in and for
Rose J. Brady (Rose F. Brady)
Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and
apart from her husband, and having the same fully explained to her, she, the said
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19
(L.S.)
Notary Public in and for
County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19
(L.S.)
Notary Public in and for
County, Texas

Assignment
File Dated 7-14-56
J. Earl Rudder, Comptroller

No. Assignment of
Oil and Gas Lease

TO

RECEIVED AS STATED
DATE 7-14-56
F.F. # 73
GENERAL LAND OFFICE

GULF OIL CORPORATION

FORT WORTH PRODUCTION DIVISION
P. O. DRAWER 1290, FORT WORTH 1, TEXAS

Commissioner of General Land Office
State of Texas
Austin, Texas

ZONE 5
MAP 152-W
CO-ORD. Q-3

WE ENCLOSE HERewith CHECK OF GULF OIL CORPORATION IN THE AMOUNT SHOWN BELOW IN SETTLEMENT OF RENTAL FOR THE PERIOD HEREINAFTER STATED, AS PER TERMS OF OIL AND MINERAL LEASE DESCRIBED AS FOLLOWS:

FILE NO.	State Lease No. M-40133	DATED EXPIRES	ANNUAL RENTAL	AMOUNT
			PERIOD BEGINNING	
21638		1-21-53	1-21-57	\$160.00
		1-21-63		

Annual rental account of mineral classification on S/2 of Sec. 34, Blk. 57, T-2, T&PRCo., Reeves County, Texas, under terms of mineral lease from A. T. Randolph et al to William W. Campbell (320 acres).

RECEIVED

JAN 2 1957

GENERAL LAND OFFICE

227688
John R. Rouse

PLEASE SIGN AND RETURN TO US IN THE ENCLOSED STAMPED ADDRESSED ENVELOPE THE ENCLOSED RECEIPT.

YOURS VERY TRULY,

GULF OIL CORPORATION
FORT WORTH PRODUCTION DIVISION

W. S. Loney

BY

P. O. DRAWER 1290
FORT WORTH, TEXAS

12
M. F.

40133

Rental Payment

Filed JAN. 2 1957 10

J. EARL RUDDER

Commissioner

E. R.
Clerk

RECEIVED

JAN 3 1957

RECEIVED CIVIL OFFICE

Earl Rudder

THE AMOUNT OF THIS CHECK IS PAYMENT OF RENTAL DUE PARTY OR PARTIES NAMED UNDER OIL AND GAS LEASE DESCRIBED BELOW:										RENTAL PERIOD					
LEASE NUMBER		STATE & ZONE CODE	LEASE DATE			RECORDED IN		COUNTY		STATE		NO. MOS.	BEGINNING		
			MO.	DAY	YR.	VOLUME	PAGE						MO.	DAY	YR.
21638 00		425	1	21	53	151	58	REEVES		TEXAS		12	01	21	58
GROSS ACRES			LESSOR						LESSEE						
320 00			A. T. RANDOLPH ET AL						WILLIAM W. CAMPBELL						

FOR CREDIT OF:

RENTAL AMOUNT

S/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.

M-40133 COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS

160.00
160.00*

RECEIVED
DEC 6 1957

GENERAL LAND OFFICE

GULF FW-102
COPY

THIS COPY ENCLOSED FOR YOUR RECORDS
GULF OIL CORPORATION
FORT WORTH PRODUCTION DIVISION
P. O. DRAWER 1290, FORT WORTH 1, TEXAS

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS

VOUCHER NUMBER
12-100

DATE		
MO.	DAY	YR.
12	02	57

PAY EXACTLY
\$ ****160.00

AT FIRST NATIONAL BANK
FORT WORTH, TEXAS

Handwritten signature

PAYEE COPY

24557

M. F. 40133

Rental Payment

Filed DEC 6 1957 19

J. EARL RUDDER

Commissioner

HS

Clerk

THE AMOUNT OF THIS CHECK IS IN PAYMENT OF RENTAL DUE PARTY OR PARTIES NAMED UNDER OIL AND GAS LEASE DESCRIBED BELOW:												RENTAL PERIOD				
LEASE NUMBER		STATE & DISTRICT	LEASE DATE			RECORDED IN		COUNTY			STATE		NO. MOS.	BEGINNING		
			MO.	DAY	YR.	VOLUME	PAGE						MO.	DAY	YR.	
21638 00		425	1	21	59	151	59	REEVES			TEXAS		12	01	21	59
GROSS ACRES			LESSOR						LESSEE							
320 00			A. T. RANDOLPH ET AL						WILLIAM W. CAMPBELL							

FOR CREDIT OF: RENTAL AMOUNT

5/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.

M-40133 COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS

160.00
160.00*

RECEIVED
DEC 6 1958
GENERAL LAND OFFICE

12

GULF FW-102

THIS COPY ENCLOSED FOR YOUR RECORDS

COPY

GULF OIL CORPORATION
FORT WORTH PRODUCTION DIVISION
P. O. DRAWER 1290, FORT WORTH 1, TEXAS

VOUCHER NUMBER
12-095

DATE		
MO.	DAY	YR.
12	01	58

PAY EXACTLY
\$ ****160.00

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS

AT FIRST NATIONAL BANK
FORT WORTH, TEXAS

PAYEE COPY 29162

M. F. 40133

Rental Payment

Filed DEC 6 1958 19

BILL ALLECORN

75

Commissioner

Clerk

DEC 17 1958

DEC 6 1958

RECEIVED

COPIES

Description of Area from which following production secured:

PART OR AREA	SECTION OR TRACT	BLOCK	GRANTEE	ACRES	COUNTY
<u>S/2</u>	<u>34</u>	<u>57</u>	<u>State of Texas</u>	<u>320.00</u>	<u>Reeves</u>

Name of Lease A. J. Randolph et al Name of Field Sabre Delaware
Name of Operator GULF OIL CORPORATION Address HOUSTON, TEXAS
STATEMENT OF OIL AND GAS PRODUCTION FOR MONTH OF April, 1959

OIL OR GAS DISTILLATE STATEMENT

This lease has _____ producing oil wells with _____ storage tanks and the total allowable for this month was _____ barrels. Oil sold to _____
Delivered by _____

Stock beginning of month (7 AM on 1st)
Gross production as shown by daily tank gauges
Net sales as shown by pipe line run tickets, truck tenders, etc.
Other Disposition (itemize)
Correction — BS & W and Temperature
Stock close of month (7 AM on 1st)

OIL SALES

GRAVITY	NET BARRELS	PRICE	GROSS VALUE	ROYALTY INTEREST	ROYALTY DUE STATE
o					
o					
o					
o					
o					
(SEE SEPARATE REPORT FOR OIL)					
TOTAL		\$	\$	%	\$

GAS STATEMENT

Gas is being ~~produced~~ FLARED from 2 wells producing oil and gas, and 20 wells producing only gas.

PROCESSED GAS
GASOLINE

Volume _____ M.C.F. Gasoline content per M.C.F. _____
Total Gallons _____ Contract per cent _____ Gallons due lease _____
Price _____ Value due Lease . . . \$ _____

BUTANE AND PROPANE

Gallons Produced _____ Contract per cent _____ Gallons due lease _____
Price per Gallon _____ Value due Lease . . . \$ _____

SULPHUR

M.C.F. Hydrogen Sulphide _____ Price _____ Value due Lease . . . \$ _____

RESIDUE GAS

Available for Sale _____ M.C.F. Returned to Lease _____ M.C.F.
Volume Sold _____ M.C.F. Contract per cent to Lease _____ Price _____
Value due Lease . . . \$ _____

Total Value of Gas Sold to _____ \$ _____

Royalty Interest _____ % Royalty due State \$ _____

NON-PROCESSED GAS

Sold: _____ M.C.F. Price per M.C.F. _____ Value . . \$ _____
Used on Lease: _____ M.C.F. Price per M.C.F. _____ Value . . \$ _____
5 Flared: 130 M.C.F. Price per M.C.F. .0600 Value . . \$ _____

Total Value of Gas Utilized By Flared \$ _____

Royalty Interest 6.25 % Royalty due State \$ _____

Total Gas Royalty Due State \$ _____

REMARKS: * ~~NO ROYALTY DUE ON THIS GAS BECAUSE OF EXEMPTION ALLOWED BY OCTOBER 3, 1958~~
~~RESOLUTION OF BOARD FOR LEASE OF UNIVERSITY LANDS~~

I certify that this statement is true and correct and shows entire production of all forms of petroleum oil and gas and disposition thereof from area owned by the undersigned out of the lease for the period indicated.

GULF OIL CORPORATION-

By: [Signature]

Title: SR. UNIT SUPERVISOR

Sworn and subscribed to before me the undersigned authority, on this 2nd day of July, 1959

A. J. SANDERS Notary Public in and for

County, State of Texas

LAND OFFICE USE ONLY
RECEIVED

JUL -3 1959

General Land Office

RECEIVING STAMP

IMPORTANT: Be sure to give General Land Office Lease Number above.

MCF VALUE STATES INT. VALUE

6

M.F. 40133
141/2 AFFIDAVIT, STATEMENT OF
PRODUCTION, ROYALTY
PAYMENT—OIL AND GAS

FOR APR 1958
late Bill Allcorn
Commissioner

FILED BY AS
Clerk

THE AMOUNT OF THIS CHECK IS IN PAYMENT OF RENTAL DUE PARTY OR PARTIES NAMED UNDER OIL AND GAS LEASE DESCRIBED BELOW:

LEASE NUMBER		STATE & DISTRICT	LEASE DATE			RECORDED IN		COUNTY	STATE	NO. MOS.	RENTAL PERIOD BEGINNING		
			MO.	DAY	YR.	VOLUME	PAGE				MO.	DAY	YR.
21638	00	425	1	21	53	151	98	REEVES	TEXAS	12	01	21	60
GROSS ACRES			LESSOR						LESSEE				
320.00			A. T. RANDOLPH ET AL						WILLIAM W. CAMPBELL				

FOR CREDIT OF:

N-40133 COMMISSIONER OF GENERAL LAND OFFICE
LAND OFFICE BLDG., AUSTIN 14, TEXAS

RENTAL AMOUNT

32.00
32.00*

12

GULF FW-102-A

COPY

THIS COPY ENCLOSED FOR YOUR RECORDS

GULF OIL CORPORATION
PRODUCTION DEPARTMENT
P. O. DRAWER 1290, FORT WORTH 1, TEXAS

COMMISSIONER OF GENERAL LAND OFFICE
LAND OFFICE BLDG.
AUSTIN 14, TEXAS

VOUCHER NUMBER
01612

DATE		
MO.	DAY	YR.
12	01	59

PAY EXACTLY
\$ *****32.00

RECEIVED 28349

DEC -5 1959

General Land Office

AT FIRST NATIONAL BANK

FORT WORTH, TEXAS

PAYEE COPY

19

M. F. 40133

Rental Payment

Filed DEC 5 1959 12

BILL ALLOTT

NS Co. ncr

Clerk

COLEA

RECEIVED JAN 10 1960

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
1	21	53	151	58	REEVES	TEX	320.00	12	1	21	61	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

M-40133 COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS
(S/2 Sec. 34, Blk. 57, T-2, T&P RR Co. Survey)

RECEIVED
DEC 12 1960
General Land Office

29379

RENTAL AMOUNT
\$32.00
32.00*

THIS COPY IS ENCLOSED FOR YOUR RECORDS

GULF OIL CORPORATION
ROSWELL PRODUCTION DISTRICT
ROSWELL, NEW MEXICO

CHECK NUMBER
R-168

DATE		
MO.	DAY	YR.
12	7	60

RENTAL AMOUNT
*****32.00

COMMISSIONER OF GENERAL LAND OFFICE
LAND OFFICE BUILDING
AUSTIN 14, TEXAS

ENCLOSED CHECK IS PAYABLE AT
ROSWELL STATE BANK
ROSWELL, NEW MEXICO

BANK OR PAYEE COPY

M. F. 40133

Rental Payment

Filed DEC 12 1960 19

BILL ALLEN RN

Commissioner

Clerk

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
01	21	53	0158	0058	REEVES	TEX	320.00	12	01	21	62	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												
S/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.- COMMISSIONER OF GENERAL LAND OFFICE, STATE OF TEXAS, AUSTIN, TEXAS REPORT NO. 3 0713 TOTAL												
195 M-40133												
RENTAL AMOUNT 32.00 32.00												

THIS COPY IS ENCLOSED FOR YOUR RECORDS

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

P. O. BOX 669, ROSWELL, NEW MEXICO

34202

COMMISSIONER OF
GENERAL LAND OFFICE
LAND OFFICE BUILDING
AUSTIN 14, TEXAS

CHECK
NUMBER

002832

DATE

MO. DAY YR.

12 01 61

RENTAL AMOUNT

*****32.00

RECEIVED

DEC 9 1961

General Land Office

ENCLOSED CHECK IS PAYABLE
AT ROSWELL STATE BANK
ROSWELL, NEW MEXICO

BANK OR PAYEE COPY

M.F. 40133

Rental Payment

Filed DEC 9 1961

JERRY SADLER, COMMISSIONER

HS

Clerk

STATE OF TEXAS)

ASSIGNMENT

COUNTY OF REEVES)

WHEREAS, United States Smelting Refining and Mining Company, a Maine corporation, is the owner of that certain Oil and Gas Lease dated January 21, 1953, from A. T. Randolph; J. B. Lamkin; Gertrude Zinck, joined by her husband, H. A. Zinck; Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, deceased, Individually and as Agent for the State of Texas, to William W. Campbell, said lease being recorded in Book 151, page 58, Deed Records of Reeves County, Texas, insofar as and only insofar as said lease covers all of Section 40, Block 57, T-2, T&P Ry Co Survey, Reeves County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, United States Smelting Refining and Mining Company, Assignor, in consideration of the sum of Ten Dollars (\$10.00) to it this date in hand paid by Fox and Ransdell, Assignee, receipt of which is hereby acknowledged, has bargained, sold, transferred, assigned, and delivered, and by these presents does bargain, sell, transfer, assign, and deliver, but subject to the reservations and conditions hereinafter set out, unto said Assignee an undivided one half (1/2) interest in and to said Oil and Gas Lease, insofar as and only insofar as said lease covers and pertains to the oil, gas and casinghead gas in and under and that may be produced from the land hereinabove specifically described from the surface of the ground down to the depth of 3,113 feet from the surface of the ground, together with a like interest in all the wells thereon or therein used in connection with the operations of the assigned premises for oil and gas mining purposes.

This assignment is executed by Assignor and accepted by Assignee, subject to all the terms, covenants, conditions, and provisions of that certain letter agreement dated July 27, 1961, entered into by and between United States Smelting Refining and Mining Company and Fox and Ransdell, covering the assigned premises.

NOTWITHSTANDING any other provision apparently to the contrary, this assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, these presents are executed as of the 22nd day of September 1961.

ATTEST:

UNITED STATES SMELTING REFINING AND MINING COMPANY

James J. Rice
Secretary

By

C. G. Rice
C. G. Rice, President

APPROVED

AS TO FORM

43 9-19-61

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

BEFORE ME, the undersigned authority, on this day personally appeared C. G. Rice, known to me to be the person whose name is subscribed to the foregoing instrument as President of UNITED STATES SMELTING REFINING AND MINING COMPANY, a Maine corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September 1961.

Mary T. Haverly
Notary Public in and for Suffolk County,
Commonwealth of Massachusetts

RECEIVED

OCT 11 1961

THE STATE OF TEXAS,
COUNTY OF REEVES.

I, ESTELLE CLINTON, Clerk of the County Court of Reeves County, Texas, do hereby certify that the foregoing is a true and correct copy of the original ASSIGNMENT from UNITED STATES SMELTING REFINING AND MINING COMPANY to FOX AND RANSDELL, as the same was filed on October 4, 1961 at 1:00 o'clock P.M., under File No. 6103, to be recorded in the Deed Records, Reeves County, Texas.

TO CERTIFY WHICH, WITNESS MY HAND AND THE SEAL OF SAID COURT, AT OFFICE, in Pecos, Reeves County, Texas, this 6th day of October, A.D. 1961.

Estelle Clinton
County Clerk, Reeves County, Texas.

By: *Lou Kent*, Deputy
(Lou Kent)

(22) M-40133
Assignment
File Dated 4-13-62
JERRY SADLER, COMMISSIONER

RECEIVED AS STATED

\$3.00

DATE

4-13-62

Reg. No.

60709

GENERAL LAND OFFICE

[Signature]

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
01	21	53	0158	0058	REEVES	TEX	320.00	12	01	21	63	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

S/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.-
 COMMISSIONER OF GENERAL LAND OFFICE,
 STATE OF TEXAS, AUSTIN, TEXAS
 REPORT NO. 3 0713

TOTAL

RENTAL AMOUNT

32.00

32.00

m-40133

12

RECEIVED

DEC 14 1962

General Land Office

38872

RENTAL AMOUNT

*****32.00

THIS COPY IS ENCLOSED FOR YOUR RECORDS

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

P. O. BOX ~~669~~, ROSWELL, NEW MEXICO

1938

CHECK
NUMBER

001455

DATE

MO. DAY YR.

12 03 62

COMMISSIONER OF
 GENERAL LAND OFFICE
 LAND OFFICE BUILDING
 AUSTIN 14, TEXAS

ENCLOSED CHECK IS PAYABLE

AT ROSWELL STATE BANK

ROSWELL, NEW MEXICO

BANK OR PAYEE COPY

GULF S-140

COPY

M.R. 40133

Rental Payment

Filed DEC 14 1962 19

JERRY SADLER, COMMISSIONER

HJ

Clerk

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
01	21	53	0158	0058	REEVES	TEX	320.00	12	01	21	64	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT
S/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.- COMMISSIONER OF GENERAL LAND OFFICE, STATE OF TEXAS, AUSTIN, TEXAS REPORT NO. 3 0713												32.00
TOTAL												32.00

THIS COPY IS ENCLOSED FOR YOUR RECORDS

Gulf Oil Corporation
 ROSWELL PRODUCTION DISTRICT
 P. O. BOX 669, ROSWELL, NEW MEXICO
 1938

38046

 COMMISSIONER OF
 GENERAL LAND OFFICE
 LAND OFFICE BUILDING
 AUSTIN 14, TEXAS
CHECK
NUMBER

001378

DATE

 MO. DAY YR.
 12 02 63

RENTAL AMOUNT

*****32.00

 RECEIVED
 DEC 11 1963

General Land Office

 ENCLOSED CHECK IS PAYABLE
 AT ROSWELL STATE BANK
 ROSWELL, NEW MEXICO
BANK OR PAYEE COPY

24

N.F. 40133

Rental Payment
Filed DEC 11 1963 19

JERRY SADLER, COMMISSIONER

JK

Clerk

RECEIVED
DEC 11 1963
General Fund Office

2414

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
01	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	65	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT
-S/2 OF SEC. 34, BLK. 57, T-2, T&P RR CO.- COMMISSIONER OF GENERAL LAND OFFICE, STATE OF TEXAS, AUSTIN, TEXAS REPORT NO. 3 0713												32.00
TOTAL												32.00

m-40133

GULF S-140

THIS COPY IS ENCLOSED FOR YOUR RECORDS

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

P. O. BOX 669, ROSWELL, NEW MEXICO
1938CHECK
NUMBER

01189

DATE

MO. DAY YR.

12-01-64

RENTAL AMOUNT

*****32.00

36458

COMMISSIONER OF
GENERAL LAND OFFICE
LAND OFFICE BUILDING
AUSTIN 14, TEXAS

RECEIVED

DEC 8 1964

General Land Office

ENCLOSED CHECK IS PAYABLE
AT ROSWELL STATE BANK
ROSWELL, NEW MEXICO

BANK OR PAYEE COPY

25
M.P.

40133

Rental Payment

Filed DEC 8 1964 19

JERRY SADLER, COMMISSIONER

JMc

Clerk

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

PRODUCTION DISTRICT

ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	66	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 4860

TOTAL

32.00

32.00

RECEIVED
DEC 10 1965
General Land Office

38535

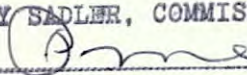
DETACH AND RETAIN

26 N.E. 40133

Rental Payment

Filed DEC 10 1965 19

JERRY SADLER, COMMISSIONER


Clerk

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

PRODUCTION DISTRICT

ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TEX	320.00	12	01	21	67	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

32.00

TOTAL

32.00

37850

RECEIVED

DEC 13 1966

General Land Office

DETACH AND RETAIN

(27)

40133

N.F. _____

Rental Payment

Filed 12-14 1966

JERRY SADLER, COMMISSIONER

Jmw

~~Clerk~~

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

ROSWELL, NEW MEXICO 88201

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	68	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

TOTAL

32.00

32.00

12

RECEIVED

DEC 15 1967

General Land Office

34048

DETACH AND RETAIN

(28)

M.F. 40133

Rental Payment

Filed 12-15 1967

JERRY SADLER, COMMISSIONER

W. J. G.

Clerk

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TEX	320.00	12	01	21	69	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

TOTAL

32.00

32.00

RECEIVED
DEC 12 1968
General Land Office

38669

(29)

M.F. 40133

Rental Payment

Filed 12-12 1968

JERRY SADLER, COMMISSIONER

B.L.

Clerk

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

ROSWELL, NEW MEXICO 88201

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158	0058	REEVES	TEX	320.00	12	01	21	70	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

32.00

32.00

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

TOTAL

40133

M.F.

Rental Payment

12-9-1969

Filed

JERRY SADLER, COMMISSIONER

Clerk

RECEIVED
DEC 9 1969

37927

DETACH AND RETAIN

ROSWELL

Gulf Oil Corporation ✓ ✓

P. O. BOX 1938

PRODUCTION DISTRICT

ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
1	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	71	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

32.00

TOTAL

32.00

37608

RECEIVED

DEC 11 1970

General Land Office

31
M.F. 40133
Rental Payment
Filed 12-11-70
JERRY SADLER, COMMISSIONER
Clerk

DETACH AND RETAIN

MIDLAND

Gulf Oil Corporation ✓

P. O. BOX 1150

MIDLAND, TEXAS

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	72	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

32.00

TOTAL

32.00

RECEIVED

DEC 9 1971

General Land Office

40038

DETACH AND RETAIN

32

M.F.

40133

Rental Payment

Filed 12-9 1971
BOB ARMSTRONG, COMMISSIONER

de
Clerk

MIDLAND

Gulf Oil Corporation

 P. O. BOX 1150
 MIDLAND, TEXAS

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TEX	320.00	12	01	21	73	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
 STATE OF TEXAS, AUSTIN, TEXAS M 40133
 REPORT NO. 3 7255

TOTAL

32.00

32.00

12

RECEIVED

DEC 14 1972

General Land Office

37112

DETACH AND RETAIN

③ M.F. 40133

Rental Payment

Filed 12-14 1972

BOB ARMSTRONG, COMMISSIONER

JS
Clerk

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TEX	320.00	12	01	21	74	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 3 7255

12

TOTAL

32.00

32.00

RECEIVED
RECEIVED
DEC 11 1973
General Land Office
General Land Office

RECEIVED
DEC 11 1973
General Land Office

43039

34 M.F. 40133

Rental Payment

Filed 12-11 1973

BOB ARMSTRONG, COMMISSIONER

118
Clerk

Exploration and Development

Lease Status Report

DO NOT DESTROY

DATE

NAME

TO: Mineral Acctg. 11-16-74 M. H. JANSZEN

M.F. No. 40133 & 48344

Lease RANDOLPH-STATE

County REEVES

Operator GULF OIL CORP.

Effective Date

☐ P & A (Last Well on Lease) _____

☐ First Producing Well on Lease _____

☐ Commingle Production _____

☒ Unit & Pooling Agreements 5-21-74

☐ Amendments to Units _____

☐ Other: Note Below _____

-MEMO-

Operator Gulf Oil CorporationUnit Name Randolph - StateCounty ReevesEffective Date 10/74Unitized for: Oil Gas X Oil & Gas 1. M.F. No. 40133Area South 1/2 Tr. Sec. 34 Blk. Survey $\frac{320}{640} \times .500000 \times .0625 = .03125 \%$ 2. M.F. No. 48344Area North 1/2 Tr. Sec. 34 Blk. Survey $\frac{320}{640} \times .500000 \times .0625 = .03125 \%$ 3. M.F. No. Area Tr. Sec. Blk. Survey x = %4. M.F. No. Area Tr. Sec. Blk. Survey x = %

REMARKS:

Gas Below 4000'Prepared by Entered Unit Book

POOLING COMMITTEE REPORT

929

TO: SCHOOL LAND BOARD

DATE: May 16, 1974

OPERATOR: Gulf Oil Corporation

COUNTY Reeves

UNIT NAME: Randolph-State

FIELD Chapman

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
M-40133 (S/2 Sec. 34)	320	320
M-48344 (N/2 Sec. 34)	320	320

Unitized for:

Kind of land:

Oil
Gas X - Below 4000'
Oil and Gas

State Owned
Relinquishment Act X
Free Royalty

Size of Unit 640 Acres
State owned 640 Acres
Privately owned Acres

Well location:
State land X
Private land

Participation:

Railroad Commission Field Rules:

Basis Surface Acreage
Royalty 1/16

Spacing No Rules
Well factor
Acreage factor

Agrees to drill to density of field rules: Yes X No
Holds only acreage included in unit past
primary term: Yes X No
Satisfactory geological data furnished: Yes X No

REMARKS: This operator is requesting gas pooling of two half sections for Relinquishment Act leases which have been held by shallow oil production since 1958.

A deep test is currently drilling at 11,000' on State Lease M-40133. The primary objective of this well is the Fusselman Gas Formation.

~~Unit Inactive
eff 12/17/01~~

~~Still Active 8-12-05~~

APPROVAL: Recommended X

Not Recommended

Linward Shivers

Jack M. Howard

RECEIVED
SEP 27 1974
General Land Office

POOLING AGREEMENT
RANDOLPH-STATE GAS UNIT

THE STATE OF TEXAS)
COUNTY OF REEVES)

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, the undersigned owners of the soil, and Gulf Oil Corporation and Atlantic Richfield Company, Lessees, in consideration of the mutual agreements hereinafter set forth and of the benefits accruing and to accrue to each of the parties hereto and for the purposes and upon the terms and conditions hereinafter set forth:

1. PURPOSES

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

2. UNIT DESCRIPTION

The pooled unit formed hereby shall hereafter be known as the "Randolph-State Gas Unit" and shall contain all of the lands outlined in red on Exhibit "B" attached hereto and made a part hereof for all purposes. The mineral leases which are included within the pooled unit and the lands covered by such leases are listed and described on the attached Exhibit "A," made

a part hereof for all purposes; such leases and any amendments thereto and the records thereof are made a part hereof for all purposes.

The two tracts of land comprising this unit contain a total of 640 acres, more or less, all situated in Reeves County, Texas, and more particularly described as follows:

Tract One:

The N/2 of Section 34, Block 57, Township 2, T&P RR Company Survey, containing 320 acres;

Tract Two:

The S/2 of Section 34, Block 57, Township 2, T&P RR Company Survey, containing 320 acres.

3. MINERAL POOLED

The mineral pooled and unitized hereby shall be and extend only to gas, including condensates, produced and saved from below the depth of 4,000 feet beneath the surface.

4. POOLING AND EFFECT

The parties hereto commit all of their interests which are within the above described unit to the extent as above set forth and hereby unitize and pool the separate tracts described above and in Exhibit "A" for and during the term hereof so that such pooling and unitization shall have the following effect:

- (a) The unit, to the extent as above described shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this agreement.

- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, and in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in gas well located upon any tract included within said unit shall be considered as a shut-in gas well located upon each tract included within said unit, provided, however, that shut-in gas well royalty shall be paid to the State on each State lease covering lands wholly or partially within the unit, according to the terms of each of such leases as though such shut-in gas well were located on land covered by each such lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other lessors or otherwise diminished by reason of this agreement.
- (f) There shall be no obligation to drill internal offsets to any other well on separate tracts within the unit, nor to develop the tracts separately, as to the pooled mineral except as provided herein.
- (g) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to lands lying outside the unitized area shown in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit gas well, shall serve to hold any State lease in force as to any land outside the unitized area, regardless of whether the production or operations in the unit are actually located on land covered by the State lease or not.
- (h) In the event a well on the above described unit is completed as a producer of gas in commercial quantities and the Railroad Commission of Texas or other regulatory body having jurisdiction

establishes field rules providing for a greater density of gas wells at the depth herein provided than one well to six hundred forty (640) acres plus a tolerance of ten percent (10%) of six hundred forty (640) acres, the Lessees agree to drill such additional wells as are necessary to comply with such rules and regulations. In the event the drilling of additional wells would not be economical for any reason, the Commissioner of the General Land Office shall have, and is hereby expressly granted, the right to relieve the Lessees from the drilling of such additional wells as would be, in the Commissioner's opinion, uneconomical.

- (i) This agreement shall not relieve Lessees from the duty of protecting the above described leases from drainage from any well situated on privately owned land, but, subject to such obligation, the Lessees may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (j) Should this agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this agreement.

5. ALLOCATION OF PRODUCTION

For the purpose of computing the royalty to which each lessor shall be entitled on production of gas, with or without condensates, there shall be allocated to each lease committed to the above referred unit, that pro rata portion from the gas and condensates produced from the pooled unit which the number of surface acres covered by each such lease bears to the total number of surface acres included in the pooled unit.

6. OPTION OF STATE TO TAKE ROYALTY IN KIND

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessees, require that payment of all or any royalties accruing to the State under this

pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

7. EFFECTIVE DATE

This agreement shall become effective when signed by the Commissioner of the General Land Office of the State of Texas and shall, as soon as practicable thereafter, be filed for record with the County Clerk of Reeves County, Texas.

8. TERM

This agreement shall remain in effect as long as the pooled mineral is being produced thereunder, or so long as drilling or reworking operations are being prosecuted thereon with no more than sixty (60) days between cessation of either production or of such operations and the beginning or resumption of either of them, as the case may be, from time to time thereafter, or so long as all existing leases covering the pooled mineral are maintained in force insofar as they cover the pooled unit by payment or tender of shut-in gas well royalties, or by other means, in accordance with the terms of said leases.

9. STATE LAND

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provision of Article 5382c, Vernon's Annotated Civil Statutes of Texas, authorizing the same,

after the prerequisites, findings and approval hereof, as provided in said Statute, having been duly considered, made and obtained.

10. TERMINATION

In the event production is never obtained, or at any time after being obtained, production ceases, the unit covered by this agreement may be dissolved by the operator filing an instrument so stating for record in Reeves County, Texas, and furnishing a certified copy thereof to the General Land Office at any time.

11. COUNTERPART EXECUTION

This agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument, or may be ratified by a separate instrument in writing referring to this agreement. Each such ratification shall have the force and effect of an executed counterpart hereof and of adopting by reference all of the provisions hereof.

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

Date _____

By [Signature]
Attorney-in-Fact

GULF OIL CORPORATION

Law	<u>[Signature]</u>
Eng.	<u>m3m</u>
Prod.	<u>[Signature]</u>

MIDLAND GAS
ACCTG. UNIT

ATLANTIC RICHFIELD COMPANY

Date 7-26-74

By [Signature]
Attorney-in-Fact

[Signature]
136
adme

LESSEES

THE STATE OF TEXAS

Date 10-30-74

By [Signature]
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

Approved	<u>[Signature]</u>
Audit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Geology	<u>[Signature]</u>
Execution	<u>[Signature]</u>
Engineering	<u>[Signature]</u>

OWNERS OF THE SOIL

Date Aug 14 1974

A. T. Randolph
Individually and as Independent Executor
under the will of A. T. Randolph Deceased

Date _____

Date AUGUST 15, 1974

Willie May Ball

Huntsville Memorial Hospital of
Huntsville, Texas

Date August 15, 1974

By: Robert D. Hardy Jr.
President of Board of Trustees

Date AUGUST 16, 1974

Gertrude L. Zisick

Date AUGUST 16, 1974

H. A. Zisick

Date August 16, 1974

James B. Laukin

Date AUGUST 29, 1974

First National Bank in Dallas, Texas

ATTEST

By: Ernest M. Barnett
Vice President

Edward B. Summers
ASST. CASHIER

Agent for Methodist Home, Waco, Texas

Date _____

Date September 16, 1974

Dorothy R. Stone

Executor and Trustee under the will
of Dorothy R. Stone

Date Spt 16, 1974

Andrew R. Stone
Executor and Trustee under the will
of Dorothy R. Stone

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority, on this day personally appeared W. B. HOPKINS, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for GULF OIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said GULF OIL CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of June, 1974.

Emily Jones

Notary Public in and for
Midland County, Texas

EMILY JONES - Notary Public
In and for Midland County, Texas
Commission Expires June 1, 1975

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority, on this day personally appeared P. E. Fletcher, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for ATLANTIC RICHFIELD COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said ATLANTIC RICHFIELD COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of July, 1974.

Yvonne Brooks

Notary Public in and for
Midland County, Texas

CERTIFICATE

I, H. E. White, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 21st day of May, 1974, an instrument in substantially the same form as the foregoing instrument was presented to and approved by said Board, all of which is set forth in the Minutes of the Board of which I am Custodian.

IN TESTIMONY WHEREOF, witness my hand on this 30th day of September, 1974.

H. E. White

Secretary, School Land Board
of the State of Texas

THE STATE OF TEXAS }

COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared BOB ARMSTRONG, Commissioner of the General Land Office of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th
day of October, 1974.



Linda M. Fisher
Notary Public in and for
Travis County, Texas

CEU:nb
2-21-74
(24)

THE STATE OF TEXAS ¶

COUNTY OF PARKER ¶

BEFORE ME, the undersigned authority, on this day personally appeared
A.K. RANDOLPH,
known to me to be the person whose name are/is subscribed to the fore-
going 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 14th day
of August, 1974.

Maurine Goodwin
Notary Public in and for
PARKER County, TEXAS

THE STATE OF TEXAS ¶

COUNTY OF WALKER ¶

BEFORE ME, the undersigned authority, on this day personally appeared
WILLIE MAY BALL,
known to me to be the person whose name are/is subscribed to the fore-
going instrument, and acknowledged to me that she executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day
of August, 1974.

Garri B. Sandberg
Notary Public in and for
WALKER County, TEXAS

THE STATE OF LOUISIANA ¶

Parish
COUNTY OF Calcasieu ¶

BEFORE ME, the undersigned authority, on this day personally appeared
H. A. Zink & Wife Gertrude L.,
known to me to be the person s whose name s are/is subscribed to the fore-
going instrument, and acknowledged to me that + he y executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day
of August, 1974.

J. J. Jeanf
Notary Public in and for
Calcasieu County, LOUISIANA

THE STATE OF Louisiana
Parish
COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, on this day personally appeared
James B. Lamkin
known to me to be the person — whose name — are/is subscribed to the fore-
going 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 16th day
of August, 19 74.

Gregory W. Belfour
Notary Public in and for
East Baton Rouge Parish, Louisiana

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF WALKER

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Robert D. Hardy, President of the Board of Trustees of Huntsville
Memorial Hospital, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of August A. D. 19 74

(L.S.)

Elmer S. Sanchez
Notary Public in and for Walker County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Ernest M. Barnett
Vice President, known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
First National Bank in Dallas, Texas
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of August A. D. 19 74

(L.S.)

LITTLE GROOMS, Notary Public
In and for Dallas County, Texas.
My commission expires June 1, 1975

THE STATE OF PENNSYLVANIA ¶

COUNTY OF Montgomery ¶

BEFORE ME, the undersigned authority, on this day personally appeared
Warren T. Stone

known to me to be the person whose name are is subscribed to the fore-
going instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day
of September, 19 74.

Catherine J. Taylor
Notary Public in and for

CATHERINE J. TAYLOR County, Pennsylvania

Notary Public, Lower Merion Twp., Montg. Co.

My Commission Expires September 6, 1976

THE STATE OF Pennsylvania ¶

COUNTY OF Montgomery ¶

BEFORE ME, the undersigned authority, on this day personally appeared
Andrew Randolph Stone

known to me to be the person whose name are is subscribed to the fore-
going instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day
of September, 19 74.

Catherine J. Taylor
Notary Public in and for

CATHERINE J. TAYLOR County, _____

Notary Public, Lower Merion Twp., Montg. Co.

My Commission Expires September 6, 1976

THE STATE OF _____ ¶

COUNTY OF _____ ¶

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

known to me to be the person whose name _____ are/is subscribed to the fore-
going 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 _____, 19 _____.

Notary Public in and for

County, _____

EXHIBIT "A

RANDOLPH-STATE GAS UNIT

Lease Covering Tract One:

Oil and Gas Lease dated August 9, 1957, recorded in Volume 177, Page 407, of the Deed Records of Reeves County, Texas, executed by A. T. Randolph, et al, Individually and as Agents for the State of Texas, as Lessors, in favor of Joseph B. Ruppe, as Lessee.

Lease Covering Tract Two:

Oil and Gas Lease dated January 21, 1953, recorded in Volume 151, Page 58, of the Deed Records of Reeves County, Texas, executed by A. T. Randolph, et al, Individually and as Agents for the State of Texas, as Lessors, in favor of William W. Campbell, as Lessee.

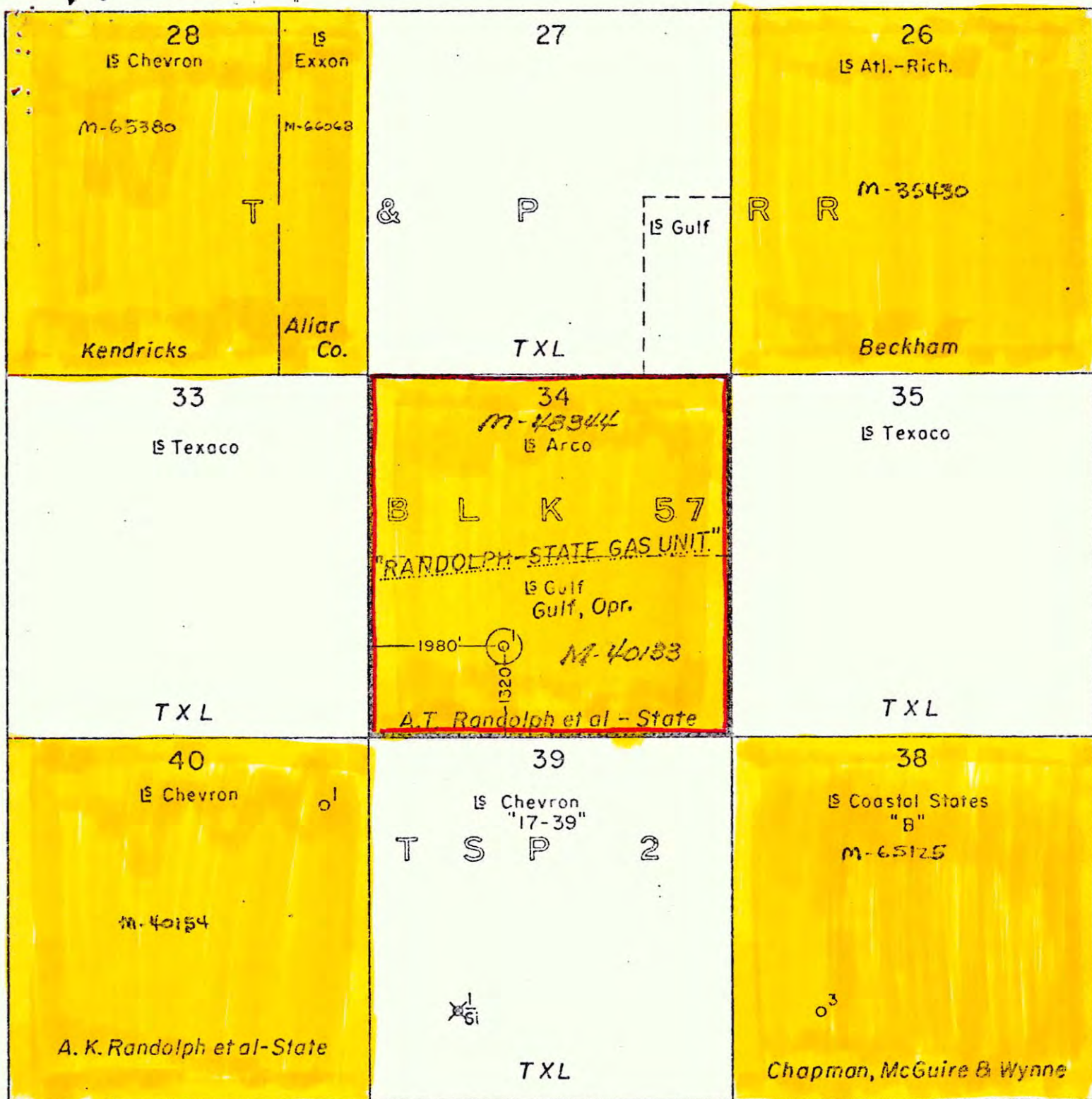


Exhibit "B"

RANDOLPH-STATE GAS UNIT

640 Acres Total

REEVES COUNTY, TEXAS

SCALE: 1" = 2000'

35

M-40133

Pooling Agreement
Randolph State Unit
dated 10-30-74 g

MIDLAND
PRODUCTION DISTRICT

 **Gulf Oil Corporation**

P. O. BOX 1150
MIDLAND, TEXAS

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158	0058	REEVES	TX	320.00	12	01	21	75	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

32.00

32.00

RECEIVED

DEC 10 1974

General Land Office

34733

③ 11. 40133
Rental Payment
12-10-74

MIDLAND

Gulf Oil Corporation ✓ 121✓ P. O. BOX 1150
MIDLAND, TEXAS

EXPLORATION/PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	76	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

32.00

32.00

RECEIVED

DEC 11 1975

General Land Office

38143

(37)

M-40133

Rental Payment

12-11-75

MIDLAND

Gulf Oil Corporation

P. O. BOX 1150

EXPLORATION/PRODUCTION DISTRICT

MIDLAND, TEXAS 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TX	320.00	12	01	21	77	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

32.00

TOTAL

32.00

40560

DETACH AND RETAIN

(38) M-40133
Rental Payment
12-16-76

0-51 5F 5H 5I 5J+5K

✱

[illegible]

TOTAL

MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation

P. O. BOX 1150
MIDLAND, TEXAS 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	78	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

32.00

OK- 32.00

41936

(39) M-40133
Rental Payment
12-16-77



MIDLAND

Gulf Oil Corporation ✓

P.O. BOX 1150

EXPLORATION/PRODUCTION

MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	79	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

121

TOTAL

32.00

C/K. 32.00

41552

DETACH AND RETAIN

(40) M-40133
Rental Payment
12-16-78

TX

REPORT NO. 2-3520
STATE OF TEXAS, AUSTIN, TEXAS N 40133
COMMISSIONER OF GENERAL LAND OFFICE

1 23 0158-0058 REEVES



MIDLAND
EXPLORATION/PRODUCTION

✓ **Gulf Oil Corporation**

121 ✓
P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TX	320.00	12	01	21	80	0-21638-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

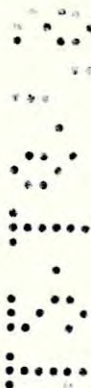
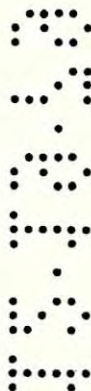
32.00

X 32.00

41701

DETACH AND RETAIN

(41) M-40133
Rental Payment
12-19-79



MIDLAND

Gulf Oil Corporation

 P.O. BOX 1150
 MIDLAND, TX 79701

EXPLORATION/PRODUCTION

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TX	320.00	12	01	21	81	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
 STATE OF TEXAS, AUSTIN, TEXAS M 40133
 REPORT NO. 5-3250

TOTAL

32.00

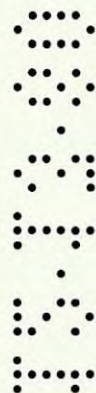
32.00

40492

DETACH AND RETAIN

(42) N-40133
Rental Payment

12-13-80

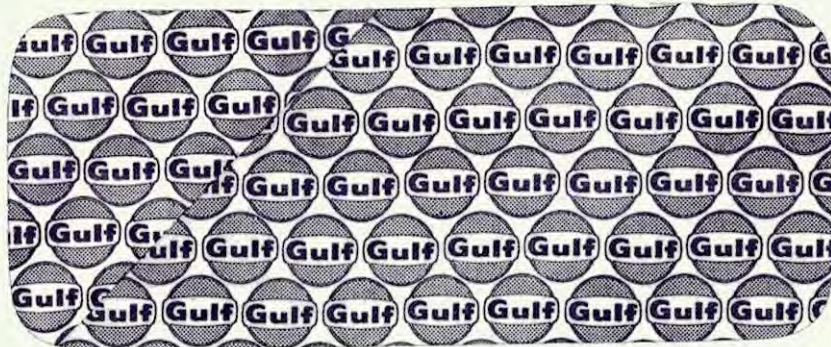
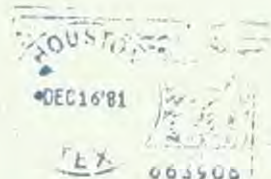




Gulf Oil Exploration and Production Company

P. O. Box 1150
Midland, TX 79702

12.17.81



LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	82	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

32.00

X- 32.00

38296

121

43

M-40133

Rental Payment

12-17-81

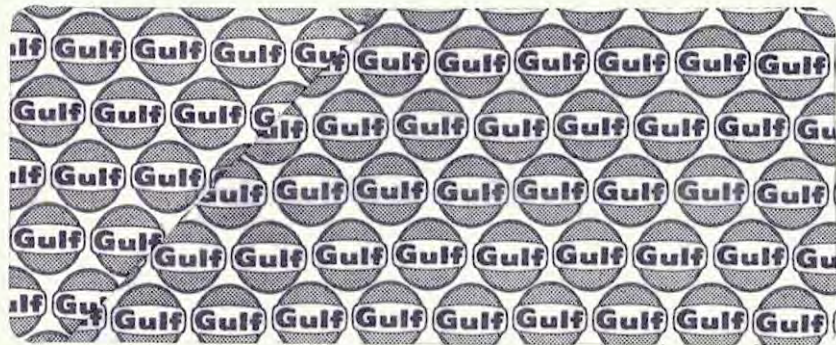




Gulf Oil Exploration and Production Company

P. O. Box 1150

Midland, TX 79702



20.01.77

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	83	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

RENTAL AMOUNT

32.00

~~32.00~~

43073

121

44

M-40133

Rental Payment

12-18-82



LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	NO.	DAY	YR.	
11	21	53	0158	0058	REEVES	TX	320.00	12	01	21	84	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

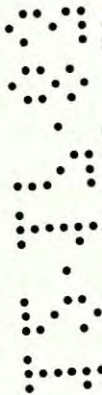
TOTAL

32.00
44029
X - 32.00

121
2.m.



(45) M-40133
Rental Payment
12-17-83



WESTERN DIVISION
MIDLAND, TX

Gulf Oil Corporation

ADDRESS CORRESPONDENCE TO
P.O. BOX 1150
MIDLAND, TX 79702

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
11	21	53	0158-0058	REEVES		TX	320.00	12	01	21	85	0-21638-00

THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M 40133
REPORT NO. 5-3250

TOTAL

32.00

X - 32.00
34684

121

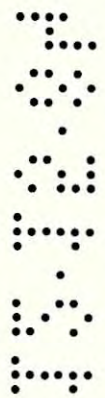
④6 M-40133
Rental Payment
12-15-84

TX

1-2-85 0200-0000 0000

REPORT NO. 2-2500
STATE OF TEXAS
COMMISSIONER OF REVENUE
JAN 15 1985

TX



Garry Mauro
Commissioner
General Land Office



September 25, 1985

Chevron USA, Incorporated
P.O. Box 3976
Houston, Texas 77253

Attention: Contracts Administrator

RE: State Lease M-40133
Sabre Field
Reeves County, Texas
General Land Office #924
Gulf #0763

Dear Gentlemen:

The General Land Office is in the process of developing an Automated Royalty Reporting System. Current contract information on all leases is vital to the success of this program.

Please furnish this office a copy of the contract between Gulf Oil Corporation, as Seller, and Conoco Incorporated, as Buyer, dated January 1, 1959. Any amendments to that contract should also be included. This information should be sent to my attention at the earliest possible date.

If you should have any questions, please feel free to contact Linda Rao at (512) 475-2858.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teresa Burr".

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/jlw

47,

M.F. # 40133

CORRESPONDENCE FILE

TO Charron U.S.A. Inc

FROM DLO

DATED 4-25-85

INDEX # 47

Garry Mauro
Commissioner
General Land Office



October 2, 1985

Chevron USA, Incorporated
P.O. Box 3976
Houston, Texas 77253

Attention: Contracts Administration

RE: State Lease M-55413; 40133; 53312; 67910; 51932
Ozona, War-wink South, VIP, McElroy North, Chapman Deep, Vermejo Rojo
Caballos S. Fields
Texas Counties: 105, 475, 103, 389, 301, 371
Gulf #2278

Dear Gentlemen:

The General Land Office is in the process of developing an Automated Royalty Reporting System. Current contract information on all leases is vital to the success of this program.

Please furnish this office a copy of the contract between Gulf Oil Corporation, as Seller, and Texas Eastern Transmission, as Buyer, dated November 1, 1964. Any amendments to that contract should also be included. This information should be sent to my attention at the earliest possible date.

If you should have any questions, please feel free to contact Linda Rao at (512) 475-2858.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, reading "Teresa Burr".

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/jlw

48.

M.F. # 40/33
CORRESPONDENCE FILE
TO Charron USA One
FROM DLO
DATED 10-2-85
INDEX # 48

Garry Mauro
Commissioner
General Land Office



November 13, 1985

Chevron USA, Incorporated
P.O. Box 3976
Houston, Texas 77253

Attention: GAS CONTRACTS ADMINISTRATOR

RE: State Lease M-40133
Sabre Field
Reeves County, Texas
GLO # 924
Gulf's # 0763

Dear Gentlemen:

Enclosed is a copy of our letter to you dated September 25, 1985 requesting a copy of the contract between Gulf Oil Corporation, as Seller, and Conoco, Incorporated, as Buyer, dated January 1, 1959 with a termination date of January 1, 1984. As of this date, we have not received this contract, nor a reply to this letter.

Under the terms of your lease and statutes, all contract information must be forwarded to this office immediately upon request. If the requested information is not received by December 3, 1985, the leases involved will be forwarded to the Commissioner of the General Land Office requesting legal action.

If you have any questions, please feel free to contact me or Linda Rao at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/vmh

Attachment

49. M.F. # 40133
CORRESPONDENCE FILE
TO Chapman USA, Inc.
FROM DLO
DATED 11-13-85
INDEX # 49

Garry Mauro
Commissioner
General Land Office



November 13, 1985

Chevron USA, Incorporated
P.O. Box 3976
Houston, Texas 77253

RE: State Lease M-55413, 40133, 53312, 67910
Ozona, War Wink South, Vip, McElroy North, Chapman Deep
Caballos, S. & Vermejo Rojo. Fields
Texas Counties 105, 475, 103, 389, 301, 371
Gulf # 2278

Dear Gentlemen:

Enclosed is a copy of our letter to you dated October 2, 1985 requesting a copy of the contract between Gulf Oil Corporation, as Seller, and Texas Eastern Transmission, as Buyer, dated November 1, 1964 with a termination date of November 1, 1990. As of this date, we have not received this contract, nor a reply to this letter.

Under the terms of your lease and statutes, all contract information must be forwarded to this office immediately upon request. If the requested information is not received by December 2, 1985, the leases involved will be forwarded to the Commissioner of the General Land Office requesting legal action.

If you have any questions, please feel free to contact me or Linda Rao at (512) 475-2858.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teresa Burr".

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/vmh

Attachment

50.

W.F. # 40133
CORRESPONDENCE FILE
TO Chenon USA, Inc
FROM DLO
DATED 11-13-85
INDEX # 50

Southern Region
Houston, TX

Chevron U.S.A. Inc. ✓

Address Correspondence to
P.O. Box 1635
Houston, TX 77251

Lease Date			Recorded In		County or Parish	State	Gross Acres	Rental Period				Lease Number
Mo.	Day	Yr.	Book	Page				No. of Mos.	Mo.	Day	Yr.	
11	21	53	0158-0058		REEVES	TX	320.00	12	01	21	86	0-21638-00

This payment of delay rental is tendered on behalf of the owner or owners of record of the said oil and gas lease for credit of:

COMMISSIONER OF GENERAL LAND OFFICE,
STATE OF TEXAS, AUSTIN, TEXAS M-40133
REPORT NO. 5-3250

0715480620

TOTAL

Rental Amount

32.00

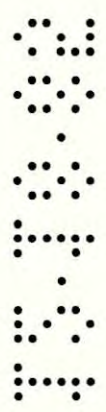
32.00

24262

121
140.

⑤ 17-40/33
Rental Payment
12-18-85

RECEIVED BY THE
TREASURY DEPARTMENT
JAN 19 1986



Lease STATE NO. M-40133 (A T RANDOLPH ET AL)

No. 44011519

Lease Dated	Lease No.	Recorded in the Records of County or Parish	State	VOLUME	PAGE	Acres Covered (More or Less)
01/21/1953	H 316698	REEVES	TX	0158	0058	320.00

Area	Fr.	To.	RENTAL
CHAPMAN L200070	01/21/1990	01/21/1991	

COMMISSIONER OF THE GENERAL
LAND OFFICE

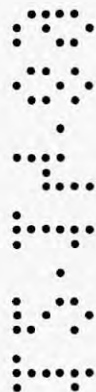
LAND OFFICE BUILDING
AUSTIN TX 78701
SOC SEC # [REDACTED]

Amount Due
90017870
3200
*****3200

Remittance Advice: Please Detach Before Depositing Check
Inquiries regarding this check should refer to "Lease No." and be
addressed to Chevron U.S.A. Inc., CELLS/Rentals, P.O. Box 1635,
Houston, TX 77251

TOTAL AMOUNT

(57) M-40133
Payment
12-14-89



Lease

STATE NO. M-40133 (A T RANDOLPH ET AL)

No. 44015753

Lease Dated	Lease No.	Recorded in the Records of County or Parish	State	VOLUME	PAGE	Acres Covered (More or Less)
01/21/1953	H 316698	REEVES	TX	0158	0058	320.00

Area	Fr.	To.	RENTAL
CHAPMAN	01/21/1991	01/21/1992	

1606269
COMMISSIONER OF THE GENERAL
LAND OFFICE

LAND OFFICE BUILDING
AUSTIN TX 78701
SOC SEC # [REDACTED]

Amount Due
3200
91018558
*****3200

121

Remittance Advice: Please Detach Before Depositing Check

TOTAL AMOUNT

Inquiries regarding this check should refer to "Lease No." and be addressed to: Chevron U.S.A. Inc., CELLS/Rentals, P.O. Box 1635, Houston, TX 77251

(58) M-40133
rental payment
12-15-90



Lease

STATE NO. M-40133 (A T RANDOLPH ET AL)

02163800

No. 44 028478

Lease Date

Lease No.

Recorded in the Records of
County or Parish

State

VOLUME

PAGE

Acres Covered (More or Less)

01/21/1953	H	316698	REEVES	TX	0158	0058	320.00
------------	---	--------	--------	----	------	------	--------

Area

CHAPMAN

L606269

COMMISSIONER OF THE GENERAL
LAND OFFICELAND OFFICE BUILDING
AUSTIN
SOC SEC # [REDACTED]

TX 78701

Fr: 01/21/1992
To: 01/21/1993

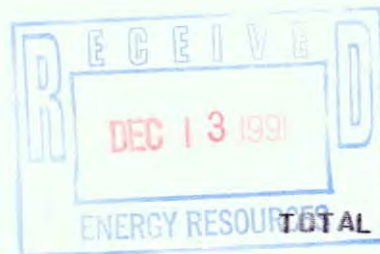
RENTAL

Amount Due

3200

92018647

121



TOTAL AMOUNT

*****3200

Remittance Advice: Please Detach Before Depositing CheckInquiries regarding this check should refer to "Lease No." and be
addressed to: Chevron U.S.A. Inc., CELLS/Rentals, P.O. Box 1635,
Houston, TX 77251

16-01-01

(59) M-40133
Rental Payment
12-13-91

15.13.91

Lease

STATE NO. M-40133 (A T RANDOLPH ET AL)

02163800

No. 44 033534

Lease Date

Lease No.

Recorded in the Records of
County or Parish

State

VOLUME

PAGE

Acres Covered (More or Less)

01/21/1953

H

316698

REEVES

TX

0158

0058

320.00

Area

CHAPMAN

L606269

COMMISSIONER OF THE GENERAL
LAND OFFICELAND OFFICE BUILDING
AUSTIN
SOC SEC # [REDACTED]

TX 78701

Fr:
To:

01/21/1993

01/21/1994

RENTAL

Amount Due

3200

92020446

TOTAL AMOUNT

*****3200

Remittance Advice: Please Detach Before Depositing CheckInquiries regarding this check should refer to "Lease No." and be
addressed to: Chevron U.S.A. Inc., CELLS/Rentals, P.O. Box 1635,
Houston, TX 77251

(60) M-40133
Rental Payment
12-10-92

X

12-10-92

1/10/1

12-10-92

40133
48344

VALE NATURAL GAS AMERICA CORP.

SIX EAST 43rd STREET
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 599-1707
FAX: (212) 949-0639

To: Royalty interest Owner - A. T. Randolph Well
From: Vale Natural Gas America Corp.
Date: April 22, 1993

=====

Vale Natural Gas America Corp. has recently
purchased ARCO's interest in the A. T. Randolph well.

Enclosed is your royalty payment for the
February, 1993, production month, the first month for
which we received payment. Vale will pay you each
month hereafter.

mb

MA\0493\22ROYALTY

(61) M 40133
Attr. from Vale Natural Gas
4/22/93



VALE NATURAL GAS AMERICA CORP.

M40133

SIX EAST 43rd STREET -19TH Floor
NEW YORK, NEW YORK 10017

★ TELEPHONE: (212) 599-1707
FAX: (212) 949-0639

File

March 30, 1992

To: Interest Owners

Re: Randolph State Gas Unit
Reeves County, Texas

Enclosed is a check from Vale Natural Gas America Corp. (VNGA) for your royalty payment through December 31, 1991, covering your interest in the Randolph State Gas Unit in Reeves County, Texas. ★ VNGA purchased 50% of the working interest in this unit from Chevron.

In the near future, we will be sending each royalty owner a division order covering his interest in this unit.



Gay V. Land

GVL/mb
Enclosures

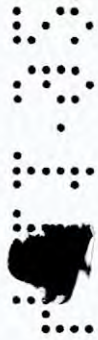
MA\0392\30RANDOLPH

(63)

N 40133

Letter from Vale Natural Gas

3/30/92



VALE NATURAL GAS AMERICA CORP.

4401 33

SIX EAST 43rd STREET
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 599-1707
FAX: (212) 949-0639

April 30, 1993

Ms. Lillie Gamble
Commissioner of General Land
Stephen F. Austin Building
1700 North Congress Avenue
Austin, TX 78701

Dear Ms. Gamble:

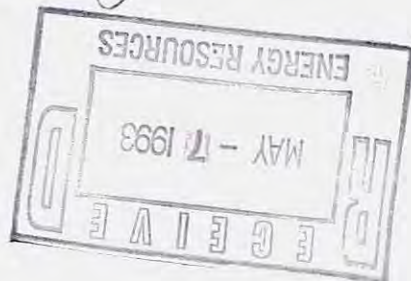
According to your instructions, we should show the tract factor .50 on the GLO-2 tract report from now on. Therefore, would you please refund the overpayment \$1,700.82 of the royalty on the production month of February 1993.

Thank you for your attention to this matter.

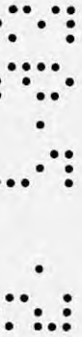
Very truly yours,

Olivia Hsieh
Olivia Hsieh

6/24/92
This transaction was
taken care of prior
this letter by Guido
Anderson. Jelhe



(64) M40133
letter from Vale Natural Gas
4/30/93



Lease No. STATE NO. M-40133 (A T RANDOLPH ET AL) 02163800 No. 45000980

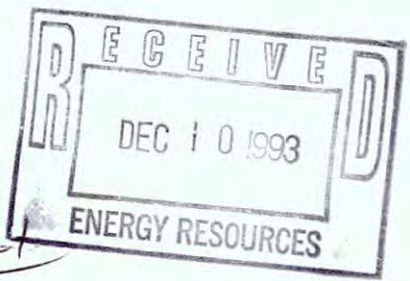
Lease Dated 01/21/1953 Lease No. H 316698 Recorded in the Records of County or Parish REEVES State TX VOLUME 0158 PAGE 0058 Acres Covered (More or Less) 320.00

Area CHAPMAN L606269 Fr: 01/21/1994 To: 01/21/1995 RENTAL

COMMISSIONER OF THE GENERAL LAND OFFICE LAND OFFICE BUILDING AUSTIN TX 78701 SOC SEC # [REDACTED]

Amount Due 3200

121

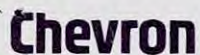


94020765

Remittance Advice: Please Detach Before Depositing Check
Inquiries regarding this check should refer to "Lease No." and be addressed to: Chevron U.S.A. Inc., CELL/Rentals, P.O. Box 1635, Houston, TX 77251

TOTAL AMOUNT

*****3200



000980

12/01/1993

Lease No. _____

Mo. — Day — Year

COMMISSIONER OF THE GENERAL
LAND OFFICE
LAND OFFICE BUILDING
AUSTIN ,TX 78701

Amount \$ 32.00

Lease Rental Account

Attention Bank—Instructions

Your bank is designated as depository under this lease. Please credit payee or payees named in the amount shown. If there is more than one payee for any amount shown, credit to the joint account of all such payees for such amount. If payee does not have an account, please deposit amount in special account to the credit of payee. **DO NOT RETURN THE CHECK.** Rather, please acknowledge receipt and request our instructions. If there is a charge for handling, do not deduct it from proceeds of this check. Send us your statement. **PLEASE SIGN, DATE BELOW AND RETURN THIS RECEIPT BY NEXT MAIL IN SELF-ADDRESSED ENVELOPE ENCLOSED FOR CHEVRON U.S.A. INC. RECORDS.**

Attention Lessor—Direct Payment Instructions

Payment made direct to you instead of through a bank. Please sign, date below and return this receipt by next mail.

Date Received

Bank Name or Lessor

Norwest Bank Lewistown, N.A.
Lewistown, MT 59457

114 5000980114

CK-157 (5-93)

Lease STATE NO. M-40133 (A T RANDOLPH ET AL) 02163800 No. 45000980

Lease Dated	Lease No.	Recorded in the Records of County or Parish	State	VOLUME	PAGE	Acres Covered (More or Less)
01/21/1953	H 316698	REEVES	TX	0158	0058	320.00

Area

CHAPMAN
L606269
COMMISSIONER OF THE GENERAL
LAND OFFICE

LAND OFFICE BUILDING
AUSTIN TX 78701
SOC SEC # [REDACTED]

Fr: 01/21/1994
To: 01/21/1995

RENTAL

Amount Due

3200

TOTAL AMOUNT

*** 3200

m-40133 (65
Rental Pymt
12-10-93

75.70.02



February 6, 1995

This certificate of facts is limited, as requested by Mr. Rod J. McDonald, covers Mineral Lease M-40133, dated January 21, 1953, and contains title and status facts since July 18, 1991 only;

I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, do hereby certify that the papers, records and documents of said office show that:

Mineral Lease M-40133, covering the South 1/2 of Section 34, and all of Section 40, Block 57, Township 2, T&P Ry. Co. Survey, Reeves County, containing 960 acres more or less;

That on May 9, 1992, an unsigned copy of Division Order No. 620A01-1, effective date of June 1, 1991, Randolph State Gas Unit (Valero), covering all of Section 34, Block 57, Township 2, T&P Ry. Co. Survey, Reeves County, Texas, as to all depths below 4,000 feet beneath the surface, listing: Thomas H. Ball, Jr., Martha G. Bartel, Virginia G. Belew, Katherine Ball Broussard, Louise G. Cheatham, Commissioner General Land Office, El Paso Minerals Company, Clifford Glasgow G, Gilbert Glasgow G, Jr. & Helen Ruth Glasgow, Huntsville Memorial Hospital, Jasper Resources, Inc. (John B. Syptak), Methodist Home-TX NP Corp., A.K. Randolph Trust Mineral Agency, Alma Ann Regnier, Lorraine Ball Saunders, Diane C. Simmers, Guardian of Estate of Scott Charles Stevenson, a Minor, Lawrence F.A. Stevenson, Jr., Andrew Randolph Stone and Warrent T. Stone, Trustees under the will of Dorothy R. Stone, Sandra S. Tomasek, Arliss G. Travis, and James H. Zinck, was received in the Texas General Land Office and filed in Mineral Lease M-48344;

Mr. Rod J. McDonald
January 6, 1995
Page 2

That the latest royalty payments for lease M-40133 were received in the Texas General Land Office on January 5, 1995, for oil produced during November 1994, and on January 14, 1995, for gas produced during November 1994;

IN TESTIMONY WHEREOF, I hereto set my hand and seal of said office the first date above written.

GARRY MAURO
COMMISSIONER

GM/BDS

Mr. Rod J. McDonald
Attorney at Law
511 W. Ohio, Suite 530
Midland, Texas 79701

Fee \$75.00
Account No.
Dicta No. 95-026
File No. Mineral Lease M-40133, M-48344

FILE NO. Mineral - 40133 46
Revised COUNTY
C/F 95-026
FILED 2-6-1995
GARRY MAURO, COM'R
BY Bds



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

April 24, 1996

The Wiser Oil Company
Attn: Ms. Barbara Lathrop
8115 Preston Road, Suite 400
Dallas, Texas 75225

Re: Mineral File No. M-48344 & 40133
Wiser Division Order No. 8661001

Dear Ms. Lathrop:

We have received the division order submitted by your company for the above referenced lease and filed same in our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may, in some cases, effect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office acquiesces in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 475-1535.

Sincerely,

Jeanette A. Davis
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

M.F. 48344
M.F. 40133

THE WISER OIL COMPANY

8115 PRESTON ROAD, SUITE 400, DALLAS, TX 75225

(Phone) 214-265-0080

(Fax) 214-373-3610

April 27, 1995

Dirk

DEAR INTEREST OWNER:

Re: Randolph State Gas Unit
Reeves County, Texas

Effective January 1, 1995, The Wiser Oil Company acquired the interest of Vale Natural Gas America Corporation in the referenced property. Wiser will be making the revenue distributions for its 50% ownership in the unit effective with January, 1995 production.

In this regard, enclosed for your review and execution are two copies of The Wiser Oil Company Oil & Gas Division Order to cover your interest in the Unit. Please examine the Division Order and if it meets your approval, execute the document in accordance with the enclosed instructions. This instrument should not be altered in any way unless accompanied by documentation supporting the alteration.

After execution please return the division order in the postage paid envelope enclosed. The extra copy is for your records. Upon receipt of the executed instrument your interest will be placed in line for payment.

The decimal interest reflected on Wiser's check for gas revenue may change from time to time depending on the gas marketing arrangements between the working interest ownership in the unit. Your actual ownership interest as reflected on this division order will be the basis for any inflations used.

Should you have any questions regarding this division order, please advise the undersigned.

Sincerely,

THE WISER OIL COMPANY

Barbara Lathrop

Barbara Lathrop

Senior Division Order Analyst



DIVISION ORDER EXECUTION INSTRUCTION

1. In the space provided please sign your name as shown on the enclosed document and have your signature witnessed by one person not related to you. Should your name be incorrect on the Division Order make the necessary correction in ink and provide evidence supporting the change, e.g., marriage certificate.
2. If execution is by an Attorney-in-Fact, Attorney, Agent, Guardian or a party other than the interest owner shown evidence must be attached establishing the executory rights of the signatory party.
3. If execution is on behalf of a corporation, the Division Order must be executed by the President or Vice-President. The signature must be attested, corporate seal affixed and title of the signatory parties shown.



MAILING ADDRESS:

1. Please note the address to which checks are to be mailed. Please make any necessary corrections or changes in ink.
2. In the future, you should notify us PROMPTLY in writing of any change in your mailing address. This notice should include your old and new addresses with zip codes.

SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER:

You are obligated by law to provide your correct Social Security or taxpayer identification number. Please be sure you have included it in the space provided.

**THE WISER OIL COMPANY
OIL & GAS DIVISION ORDER**

TO: THE WISER OIL COMPANY
8115 Preston Road, Suite 400
Dallas, Texas 75225

DIVISION ORDER: 8661001
DATE PREPARED: 4/26/95
PRODUCT TYPE: Oil & Gas
EFFECTIVE DATE: 1/95

Each of the undersigned warrants to THE WISER OIL COMPANY or its successors and assigns, ownership of the interest, set opposite their name, in all oil (including, but not limited to crude oil and condensate) ("OIL") and/or in the proceeds derived from the sale of all gas (defined as natural gas and casinghead gas and other gaseous substances including but not limited to helium, coal-bed methane gas, and other gaseous substances which are produced in a like manner) ("GAS") produced from:

PROPERTY NUMBER: 8661001
FILE NUMBER: TX-001-3000-01
OPERATOR: THE WISER OIL COMPANY

PROPERTY NAME: RANDOLPH STATE GAS UNIT

DESCRIPTION: All of Section 34, Block 57, T-2, T & P RR Co. Survey,
limited to depths below 4,000 feet beneath the surface,

COUNTY/PARISH: Reeves STATE: Texas

And including all substances produced with such Oil and/or Gas. From the effective date and until further written notice, and subject to the following provisions you, or your designated agent, are authorized to receive such production and give credit for all production received, and for the proceeds derived from the sale of substances produced from the property described above and/or proceeds from products set forth above, in accordance with the division of interest shown below: (The contents of the attachments, if any, hereto shall constitute a part of this division order.)

DIVISION OF INTEREST

NAME & ADDRESS OF OWNER	INTEREST OF OWNER
-------------------------	-------------------

SEE EXHIBIT "A" ATTACHED

IMPORTANT: To avoid delay in payment - your correct address and your Social Security Number or Tax Account Number must be shown. Failure to show your Social Security Number or Tax Account Number may result in our withholding 31% of 1099 reportable payments effective January 1, 1993, in compliance with Federal Law.

SOCIAL SECURITY NUMBER: _____

FEDERAL TAX ID NUMBER: _____

TERMS OF SALE:

OIL: Oil shall become the property of the purchaser upon actual delivery to it or to its designated carrier or agent. The Oil shall be graded and measured in accordance with the customary pipeline rules and regulations or standards generally accepted in the industry. If purchased by you, settlement shall be based on your posted or quoted price per barrel (42 U.S. Gallons) in effect on delivery date for oil of the kind and quality for the field where produced. You are authorized to reduce such price by any charges for transporting the Oil by pipeline, truck and/or barge and any treating costs which in your opinion are necessary to make the Oil merchantable. If the Oil is sold by you to another purchaser, settlement shall be based on the net proceeds realized at the well by you from such sale, after deducting any costs for transporting or treating the Oil for delivery.

YOUR COPY

GAS: Settlement for Gas sold shall be based on the net proceeds realized at the well by you, after deducting any costs including, but not limited to, incurred in compressing, treating, transporting and/or dehydrating the Gas for delivery. If the Gas is processed in or near the field where produced, settlement shall be based on the net proceeds realized at the well as determined by the agreement between the producer or processor, or, in the absence of such an agreement, the same basis as settlement with other producers of gas of like kind and quality processed at the same plant. For gas used off the lease, settlement shall be based on market value at the well. Where gas is sold subject to regulation by governmental authority, the price approved by order of such authority shall be used as a basis for determining net proceeds realized, or market value at the well, provided, that the portion of the proceeds not based on a permanent certificate price may be suspended, without interest, until you have been furnished indemnification satisfactory to you that any required refund shall be paid.

PAYMENT: Settlements shall be made monthly by your check mailed to the undersigned parties at the addresses given herein, less any taxes required by law to be deducted and paid by you. Should the proceeds accruing to any interest hereunder for any month be less than Twenty-Five Dollars (\$25.00), you may, at your option, retain such proceeds without interest until the first regular settlement date when the proceeds accumulated total as much as Twenty-Five Dollars (\$25.00). Payment of the accumulated amounts of less than Twenty-Five Dollars (\$25.00) shall be made in December of each year.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to you by the owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, you are authorized to withhold payments accruing to such interest, without interest, unless otherwise required by applicable statute, until the claim or dispute is settled.

NOTICES: You are hereby relieved of any responsibility for determining when any interest hereunder shall change by increase, decrease, termination, revision or otherwise. You are authorized to remit proceeds pursuant to the division of interest credited hereunder until written notice to the contrary is received by you at Dallas, Texas, and you shall be held harmless against loss or liability due to your failure to receive such notice.

Each of the undersigned agrees to notify you in writing of any change in their interest, and no transfer of interest shall be binding on you until you are furnished the original recorded instrument (or certified copy thereof) or a transcript of proceedings which satisfactorily evidences such transfer, and your regular form of transfer order is fully executed and returned to you. Regardless of the effective date of the transfer, all transfers of interest shall be effective hereunder as of 7:00 A.M. on the first day of a calendar month, but not earlier than the first day of the calendar month in which such written notice is received.

Each party agrees to indemnify and hold you harmless from and against any and all loss, cost, or expense arising out of a claim or suit based on your payment to him of proceeds of production attributable to such interest, including but not limited to all judgments, court costs and attorney fees. If any claim is made which in your opinion adversely affects title to any interest credited hereunder, or such title is not satisfactory to you, the parties credited with such interest severally agree to furnish abstracts or other evidence of title acceptable to you. In the event of failure to furnish such evidence of title you are authorized to withhold payments accruing to such interest, without interest, until the claim is settled.

In the even the land described herein, or any part thereof, is included in one or more units now or hereafter formed or revised by order of any appropriate government authority, or is included in one or more authorized voluntary or declared units now or hereafter formed or revised, it is agreed that settlement shall be made in accordance with the production allocated to said land without the execution of additional division orders.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

This division order may be executed in counterparts, and shall be binding upon and inure to the benefit of all signers hereof, their heirs, successors and assigns, whether or not it is signed by all parties named herein.

WITNESSES:

**OWNER:
COMMISSIONER OF THE
GENERAL LAND OFFICE**

By: _____

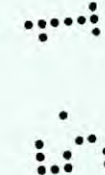
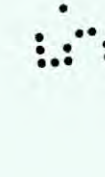
ADDRESS: _____

TAX ID/SS#: _____

EXHIBIT "A"

Attached to and made a part of that certain Division Order dated April 26, 1995
and covering the Randolph State Gas Unit (Property No. 8661001).

OWNER NAME & ADDRESS	OWNER DECIMAL INTEREST
ROYALTY INTEREST:	
Thomas H. Ball, Jr. 5607 Meadow Lake Houston, TX 77056	0.00073250
Martha G. Bartel 928 Smokerise Circle Denton, TX 76205	0.00032550
Virginia G. Belew 1738 E. Northgae #1078 Irving, TX 75062	0.00032550
Katherine Ball Broussard 211 Buena Vista Lafayette, LA 70503	0.00073250
Louise G. Cheatham 409 E. Clinton Hobbs, NM 88240	0.00032550
Commissioner of General Land Office Stephen F. Austin Building 1700 North Congress Avenue Austin, TX 78701	0.03125000 ✓
Clifford G. Glasgow HC 69, Box 224 G Kingston, OK 73439	0.00032550
Gilbert G. Glasgow, Jr. & Helen Ruth Glasgow 8108 SW 83 Street Miami, FL 33143	0.00032550
Huntsville Memorial Hospital 3000 IH-45 Huntsville, TX 77340	0.00292950
Methodist Home-TX NP Corp. c/o NationsBank of Texas, N.A. Agent No. 7-0913200 P.O. Box 840738 Dallas, TX 75284	0.00585950
A.K. Randolph Trust Mineral Agency Team Bank Agent Account 6078 Drawer No. 99084 Fort Worth, TX 76199	0.00781250
Alma Ann Regnier 1128 Fountainview Drive Houston, TX 77057	0.00097660

	OWNER NAME & ADDRESS	OWNER DECIMAL INTEREST
	Lorraine Ball Saunders 4621 Kingfisher Houston, TX 77035	0.00073250
	Scott Charles Stevenson, a Minor Diane C. Simmers, Guardian 2301 Colonial Court South League City, TX 77573	0.00024420
	Dorothy R. Stone Estate Andrew Randolph Stone & Warren T. Stone, Trustees 7 Greenbriar Lane Newton Sq., PA 19073	0.00781250
	Lawrence F.A. Stevenson, Jr. 1616 Saxony Lane Houston, TX 77058	0.00024410
	Sandra S. Tomasek 14642 N. 62nd Way Scottsdale, AZ 85254	0.00024420
	Arliss G. Travis 95 Pine Road Golden, CO 80401	0.00032550
	James H. Zinck 6169 Paris Avenue, Apt. 60 New Orleans, LA 70122	0.00097640
	OVERRIDNG ROYALTY INTEREST:	
	El Paso Minerals Company 415 W. Wall, Suite 446 Midland, TX 79701	0.01500000
	John P. Syptak 300 W. Texas, Suite 530 Midland, TX 79701	0.01300000
	C.C.W. Resources, Inc. P.O. Box 11292 Midland, TX 79702	0.00200000
	B. Charles Rogers & Co. 500 West Texas, Suite 1410 Midland, TX 79701	0.00228243
	Santa Fe Natural Resources, Inc. 415 W. Texas, Suite 446 Midland, TX 79701	0.00228243

OWNER NAME & ADDRESS	OWNER DECIMAL INTEREST
WORKING INTEREST	
THE WISER OIL COMPANY	0.36747165
James E. Zabcik 4022 Colquitt Houston, TX 77027	0.02070540
Jayne Gordon 1270 Huntingwick Houston, TX 77024	0.00815000
Canadian Longhorn Petroleum Corp. 2805 W. 15th Amarillo, TX 79102	0.00660809
TOTAL INTEREST THIS DIVISION ORDER	0.50000000

40133
Division Order (67)
File Dated 4-24-96

2. 7.02



✓ MF048344
MF040133

February 3, 2005

To: A. T. Randolph Gas Unit Owners

Re: A. T. Randolph, et al, State Gas Unit 1-L
A. T. Randolph, et al, State Gas Unit 2
Section 34, Block 57, Township 2
T&P RR Company Survey
Reeves County, Texas

Dear Owners:

Rio Petroleum, Inc. succeeded Wiser Oil Company as operator of the subject property effective November 1, 2004. In order for Rio to be prepared to distribute revenue attributable to the Randolph lease beginning with November 2004 production, Rio sent each of you a division order. Since that time, Rio and Forest Oil Corporation (the owner of Wiser Oil Company) agreed that Forest should market all gas produced from the property and continue, on behalf of the working interest owners, to distribute revenue for your proportionate share of the gas sales. Forest has other gas production in the area and combined with the production from the Randolph lease has been able to obtain a better price for the gas. Therefore, Rio will not be distributing revenue under the division orders recently sent to each of you.

In the event you have any questions concerning this matter, please feel free to contact me at 806-356-8033, Ext. 214.

Yours very truly,

A handwritten signature in cursive script, reading "Joe M. Morris".

Joe M. Morris
Landman

JMM/baw

RECEIVED
FEB 10 2005
1:32 PM

File No. MF040133 69.
Letter
Date Filed: 2/8/05
Jerry E. Patterson, Commissioner
By [Signature]

5 002

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 11, 2005

Forest Oil Corp
1600 Broadway, Suite 2200
Denver, CO 80202

Re: State Lease MF040133, MF048344
Randolph State Gas Unit #2
204144.041

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

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

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

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



DIVISION ORDER

Unit # 929
NF 040133
048344

TO: FOREST OIL CORPORATION
1600 Broadway, Suite 2200
Denver, Colorado 80202

Property No. **204144.041**

Date: February 28, 2005

The undersigned hereby certifies the ownership of their decimal interest in production or proceeds as described below payable by Forest Oil Corporation (FOC) in the proportions hereinafter stated, in all production from the **Randolph State Gas Unit #2**, located in the County of Reeves, State of Texas, described as follows (the "Lands"):

Sec 34, Blk 57, T&P RR Co. Survey

*Rio Petroleum Inc -
operator*

Effective February 28, 2005 and until further written notice, FOC is hereby authorized to make payment of and/or give credit for all proceeds derived therefrom as follows:

Owner No.	Credit To	Decimal Interest
-----------	-----------	------------------

See 'Exhibit A' attached hereto and made a part hereof

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

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

FOC may accrue proceeds until the total amount equals one hundred dollars, or pay twice each year, in May and November, whichever occurs first, or as required by applicable state statute.

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

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

The Owners expressly waive any claim against FOC for any and all amounts owed to the Owners from any third party for Oil or Gas produced from the Lands prior to the effective date hereof.

Owner(s) Signature _____

Owner(s) Tax ID # _____

Owner's Address _____

Owner's Telephone # _____ **Owner's FAX #** _____

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

jkd

Retain this copy for your records

504 4

Exhibit A

204144.041 - Randolph State Gas Unit #2

Owner No.	Credit To	Type	Interest
101978	COMMISSIONER OF GENERAL LAND OFFICE	RI	0.06250000<< Your Interest

70.

File No. MF 0133
Division Order
Date Filed: 3/11/05
Jerry E. Patterson, Commissioner
By [Signature]

4

3
5
70

UNITED STATES POSTAL SERVICE



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

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



Texas General Land Office

Jerry Patterson, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

ATTN: Landia Robinson

RECEIVED
APR 21 2008
GENERAL LAND OFFICE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RIO PETROLEUM INC
2805 WEST 15TH AVE
AMARILLO TX 79102 2244
ATTN NORMA PRATT

2. Article Number

(Transfer from service label)

7003 2260 0003 0395 1139

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Barbara Willbanks

☐ Agent☐ Addressee

B. Received by (Printed Name)

B. Willbanks

C. Date of Delivery

4-17

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒

Certified Mail

☐ Express Mail☐

Registered

☐ Return Receipt for Merchandise☐

Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

40133

Sent To

RTO Ret.

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

City, State, ZIP+4

7003 2260 0003 0395 1139
6ETT 5660 6000 0922 6007

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 14, 2008

CERTIFIED MAIL 7003 2260 0003 0395 1139

*Pd. 4/24/08
Reg. # 08-16293*

RIO PETROLEUM INC
2805 W 15TH AVE
AMARILLO, TX 79102-2244

RE: Notice of non-payment on State Lease(s) 40133 48344

Dear Ms. NORMA PRATT:

The Energy Financial Management Division of the Texas General Land Office has completed a lease reconciliation of the above-referenced lease operated by RIO PETROLEUM INC. Through this review, it was determined that \$928.08 has been underpaid to the State for the reporting period November 2003 through January 2004. This amount is comprised of \$569.05 in additional royalty, \$79.37 in penalty, and \$279.66 in interest, computed through 5/14/2008, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

Schedule supporting our royalty, penalty, and interest calculation (Attachment II); and

Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 30 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

If you have any questions, please call Landia Robinson at (512) 475-1490.

Sincerely,

Brian Raygon
Team Leader-Audit
Energy Financial Management Division
Financial Management Program

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

ATTACHMENT I

REVIEW SUMMARY

State Lease: 40133, 48344, ,

A routine examination of the accounts for the aforementioned lease was conducted. During this review it was determined that gas royalty were not reported or paid for the months of November 2003 through January 2004 for the well ID#08-68629.

Please review files and submit GLO reports for the aboved mentioned well along with royalty due.

We have concluded that additional royalty is due in the following amount.

Oil Summary

Royalty	Penalty	Interest	Total
\$0.00	\$0.00	\$0.00	\$0.00

Gas Summary

Royalty	Penalty	Interest	Total
\$569.05	\$79.37	\$279.66	\$928.08

Oil & Gas Summary

Royalty	Penalty	Interest	Total
\$569.05	\$79.37	\$279.66	\$928.08

OPERATOR : RIO PETROLEUM, INC.
 LEASE NAME: RANDOLPH, A. T., ET AL-STATE GU
 FIELD:CHAPMAN, DEEP (ATOKA)
 LEASE NUMBER: MF-040133 AND 48344
 RRC WELL NUMBER:08-68629

ATTACHMENT II

AE: LWR
 Filename: M-40133
 Date: 11/26/2007

Penalty Date
 5/14/2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Month	RRC GAS VOLUMES (mcf) (A)	Price (B)	BTU (B)	Gross Value (2) X (3) X (4)	Royalty Decimal	Royalty Due (5) X (6)	Royalty Paid To M-040133	Royalty Paid To M-048344	Difference Additional Royalty Due (7) - (8+9)	Number of Days Late	Penalty (C)	Interest (C)	Additional Revenue Due (10)+(12)+(13)
Nov-03	667	\$4.19	0.9712	\$2,712.17	0.0625	\$169.51	\$0.00		\$169.51	1,581	\$25.00	\$84.82	\$279.33
Dec-03	867	\$5.58	0.9712	\$4,699.37	0.0625	\$293.71	0.00		\$293.71	1,550	\$29.37	\$143.97	\$467.05
Jan-04	318	\$5.48	0.9712	\$1,693.35	0.0625	\$105.83	0.00		\$105.83	1,521	\$25.00	\$50.87	\$181.70
Feb-04	117	\$5.04	0.9860	\$581.38	0.0625	\$36.34	17.39	17.39	\$0.00	1,490	\$0.00	\$0.00	\$0.00
Mar-04	128	\$4.61	0.9860	\$582.14	0.0625	\$36.38	18.19	18.19	\$0.00	1,460	\$0.00	\$0.00	\$0.00
Apr-04	145	\$5.10	0.9860	\$729.50	0.0625	\$45.59	22.95	22.64	\$0.00	1,429	\$0.00	\$0.00	\$0.00
May-04	81	\$5.48	0.9860	\$437.43	0.0625	\$27.34	13.50	13.84	\$0.00	1,399	\$0.00	\$0.00	\$0.00
Jun-04	64	\$6.04	0.9860	\$381.09	0.0625	\$23.82	12.28	11.53	\$0.00	1,368	\$0.00	\$0.00	\$0.00
Jul-04	54	\$5.59	0.9988	\$301.61	0.0625	\$18.85	9.77	9.77	\$0.00	1,337	\$0.00	\$0.00	\$0.00
Aug-04	37689	\$5.13	0.9860	\$190,674.91	0.0625	\$11,917.18	5,958.12	5,958.12	\$0.00	1,307	\$0.00	\$0.00	\$0.00
Sep-04	120	\$4.50	0.9833	\$530.69	0.0625	\$33.17	16.58	16.58	\$0.00	1,276	\$0.00	\$0.00	\$0.00
Total	40,250			\$203,323.64		\$12,707.72	\$6,068.78		\$569.05		\$79.37	\$279.66	\$928.08

NOTE:

(A) - VOLUMES - REPRESENTS GAS VOLUMES REPORTED TO THE RRC FOR WELL ID#'S 08-68629.

(B) - PRICE - REPRESENTS THE GAS SALES PRICES REPORTED TO THE GLO ON GLO-2 REPORTS.

(C) - SEE ATTACHMENT IV, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES" FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

File No. 040133

TO Rio Petro

FROM EFM

Date Filed: _____

Jerry E. Patterson, Commissioner

By 4-14-08

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TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 8, 2004

Rio Petroleum, Inc.
2805 W. 15th Ave.
Amarillo, TX 79102-2244

Re: State Lease MF048344, MF040133 Unit # 929
Randolph Wells
00900001

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

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

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

GLO TX ID 74-6000-108

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



MF048344
MF 040133
Unit 929
RECEIVED
04 DEC -6 PM 3:03
AMARILLO, TEXAS

November 30, 2004

Randolph State Gas Unit #1 & #2
Revenue Interest Owner

Re: Division Orders
Randolph wells
Reeves Co., Texas

Dear Owner:

Effective November 1, 2004, Rio Petroleum, Inc. ("Rio") became the operator of the Randolph State Gas Unit #1 & #2 in Reeves County, Texas. In conjunction with its role as operator, Rio will make remittance to you for your share of revenue after November 1st production. In this regard, enclosed are an original and a copy of the Rio form Oil and Gas Division Order covering your interest in this well and a letter containing instructions to properly execute the documents.

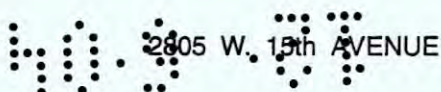
Should you have any questions regarding this matter, please feel free to contact me at 806/356-8033 x217.

Very truly yours,

A handwritten signature in cursive script that reads "Mary Riley".

Mary Riley

Enclosures



2805 W. 15th AVENUE

AMARILLO, TEXAS 79102-2244 (806) 356-8033
FAX (806) 358-8231

MF048344
MF040133
Unit #929

COPY
FOR YOUR RECORDS

OIL AND GAS DIVISION ORDER

TO: Rio Petroleum, Inc.
2805 West 15th Street
Amarillo, TX 79102

Date: November 30, 2004

Each of the undersigned certifies and guarantees that he is the legal owner of, and hereby warrants the title to, the interest shown below opposite his name in the oil, casinghead gas, natural gas, and condensate produced and sold from wells on the Randolph Lease, DOI #00900001, located in Reeves County, State of Texas, more particularly described as follows:

N/2 of Section 34, Block 57, T-2, T&P Railroad Co. Survey

Effective 7:00 a.m. November 1, 2004, and until 30-day advance written notice, Rio Petroleum, Inc. (hereinafter called "Rio") is hereby authorized to account to each of the undersigned for his interest in oil, casinghead gas, natural gas, and condensate in accordance with the division of interest set out herein, subject to the terms and conditions hereinafter set forth:

OWNER	NAME &	
I.D.	ADDRESS	INTEREST

SEE ATTACHED EXHIBIT "A" FOR OWNERSHIP INFORMATION

1. Settlement for gas or casinghead gas sold hereunder shall be made on the basis of the net proceeds derived from sales of such production and upon the volume computation made by the purchaser(s) thereof. When gas is sold under price regulation of governmental authority, the price applicable to such sale shall be used as a basis for determining net proceeds at the wells. If the sale of gas or casinghead gas be made other than at the well or at the lease separator, then the proceeds to which this division order shall apply shall be the net proceeds after deduction of transportation, dehydrating, compression and other costs properly incurred in connection with the making of such sale. If the gas or casinghead gas is processed in or near the field where produced, settlements shall be based on net value at the wells with such net value being determined as provided in the agreement between the producer and the processor, or, in the absence of such an agreement, on the same basis as settlements to other producers of gas of like kind and quality processed at the same plant.

2. The oil sold hereunder shall be delivered f.o.b. to any carrier designated by you. The price of oil received hereunder shall be the posted price for oil of the same grade and gravity produced in the same producing field on the date said oil is received. You are authorized to reduce the price by those truck, barge, tank-car or pipe line amortization charges as set out by the crude oil purchaser. You shall deduct from all oil received hereunder all basic sediment, water and other impurities, and in addition shall correct the volume of oil to a normal temperature of 60 degrees Fahrenheit. You may refuse to receive any oil not considered merchantable by you.

3. Payment hereunder shall be made by mailing a check monthly for oil, casinghead gas, natural gas, and condensate received and purchased during the second preceding month according to the division of interest specified to each of the undersigned thereto entitled at the address above given. The undersigned authorize Rio to withhold from the proceeds of the sale of any and all oil, casinghead gas, natural gas, and condensate referred to herein the amount of any tax placed thereon, or on the production thereof, by any governmental authority, and to pay the same in behalf of the undersigned.

4. If a refund of a portion of the proceeds from the sale of gas or casinghead gas may be required under any order, rule or regulation of the FERC, the provision of the Natural Gas Act or any successor regulatory or governmental body or action, Rio may withhold without interest the portion of the proceeds subject to refund until indemnity satisfactory to Rio has been furnished, or until such refund obligation has been finally determined. If at any time a refund of a portion of the proceeds derived from the sale of gas or casinghead gas which has been paid to the undersigned is required under any order, rule or regulation of the FERC, the provisions of the Natural Gas Act or any successor regulatory or governmental body or action, Rio may recover said refund by deduction from future payments or, at Rio's discretion, may invoice the undersigned for that portion applicable to the undersigned's interest plus the legal rate of interest Rio is required to pay applicable to the undersigned's portion of the refund.

5. The undersigned agrees to furnish to Rio satisfactory evidence of title when requested. In the event of claim, controversy or suit which, in the opinion of Rio affects title to the interest of any of the undersigned in the above-described land or to his share of the oil, casinghead gas, natural gas and condensate produced therefrom or to the proceeds from the sale of same, Rio may hold without interest the amount credited to the undersigned who is affected thereby until such title has been made acceptable to Rio or until such claim, or suit is settled to its satisfaction. The undersigned agree to indemnify and save harmless Rio against any and all liability for loss, cost, damage and expense which Rio may suffer or incur on account of receiving and paying to the undersigned the proceeds from the sale of oil, casinghead gas, natural gas, and condensate covered by this division order.

449 37

6. The undersigned severally agree to notify Rio of any change of ownership and no transfer of interest shall be binding upon Rio until transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished. Transfers of interest shall be made effective on the first day of the succeeding calendar month in which notice is received by Rio. Rio is hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion of discharge of money or other payments from said interests and the signers hereof whose interests are affected by such money or other payments, if any, agree to give Rio notice in writing by registered letter addressed to Rio Petroleum, Inc., 2805 W. 15th St., Amarillo, TX when any such payments have been completed or discharged or when any other division of interests other than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and in the event such notice shall not be received, Rio shall be held harmless in the event of, and is hereby released from any and all damages or loss which might arise out of any overpayment.

7. The undersigned hereby adopt, ratify and confirm each oil and gas lease, together with any amendments thereto, under which the gas to which this division order applies is produced. If the production which is the subject of this division order is obtained from a unit or units, the establishment of such unit or units is hereby ratified, confirmed and adopted.

8. The undersigned hereby adopt, ratify and confirm the terms and provisions of each Gas and Casinghead Gas Purchase Contract and amendments thereto entered into between the Lessee and/or assigns and the gas purchaser under which gas is sold from the land above described to which this division order applies.

9. If the proceeds accruing to any interest hereunder shall amount to less than One Hundred Dollars (\$100.00) per month, Rio is hereby authorized to make payment for such accruals at such time as the accruals shall have accumulated in the amount of \$100.00 or more. Owners have the option to request payments of Twenty-five Dollars (\$25.00) or more monthly. In any event, payment will be made annually.

10. This division order shall become valid and binding on each of the undersigned, his heirs, devisees, administrator, executor, successors or assigns, as soon as signed by him regardless of whether other interest owners have so signed, and all of the provisions contained herein shall apply to each of the undersigned separately and not jointly.

WITNESS OR ATTEST	OWNER'S SIGNATURE	SOCIAL SECURITY OR TAX I.D. #	
	TYPED OR PRINTED NAME	DAYTIME PHONE #	
	TITLE	FAX #	

EXHIBIT "A"
 ATTACHED TO AND MADE A PART OF THAT CERTAIN
 RIO PETROLEUM, INC. OIL & GAS DIVISION ORDER
 DATED NOVEMBER 30, 2004, COVERING
 RANDOLPH GAS UNIT #1 & #2
 LOCATED IN REEVES COUNTY, TEXAS

OWNER NO	NAME	REVENUE PERCENT	BILLING PERCENT
ROYALTY INTEREST			
011200	BARRETT W. PIERCE 3204 HAYDEN AMARILLO TX 79109	0.048824 %	
011300	MARTHA G. BARTEL 928 SMOKERISE CIRCLE DENTON TX 76205	0.065102 %	
015995	STATEWIDE MINERALS COMPANY BOLDRICK PARTNERS P O BOX 10648 MIDLAND TX 79702	0.011476 %	
017495	GERALD BROUSSARD 1116 RIVERSIDE DRIVE MONROE LA 71201	0.073246 %	
017505	STANLEY BROUSSARD 214 ACOMB DRIVE LAFAYETTE LA 70508	0.073245 %	
018950	HELEN B. BRYANT & R. T. BRYANT P O BOX 192 ALBA TX 75410	0.065102 %	
024900	LOUISE CHEATHAM 409 E. CLINTON HOBBS NM 88240	0.065101 %	
053300	GENERAL LAND OFFICE, COMMISSIONER STEPHEN F. AUSTIN BLDG. 1700 N CONGRESS AVE AUSTIN TX 78701	6.250000 %	
054900	CLIFFORD G. GLASGOW HC 69, BOX 3450 KINGSTON OK 73439	0.065103 %	
055001	GILBERT G. GLASGOW, JR TRUSTEE 8108 S. W. 83RD STREET MIAMI FL 33143	0.065103 %	
066300	HUNTSVILLE MEMORIAL HOSPITAL 3000 I-45 HUNTSVILLE TX 77340	0.585919 %	
096100	METHODIST CHILDREN'S HOME A NON-PROFIT CORPORATION BANK OF AMERICA, N.A., AGENT ACCT #7/0913200 P. O. BOX 840738 DALLAS TX 75284	1.171887 %	
104500	PAUL P. REGNIER, JR. 770 S POST OAK LANE, STE 690 HOUSTON TX 77056	0.097659 %	
110875	RANDOLPH & CO., A VIRGINIA L.P % JAMES K. RANDOLPH 3123 CIRCLE DRIVE ROANOKE VA 24015	1.562500 %	

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 DATED NOVEMBER 30, 2004, COVERING
 RANDOLPH GAS UNIT #1 & #2
 LOCATED IN REEVES COUNTY, TEXAS

OWNER NO	NAME	REVENUE PERCENT	BILLING PERCENT
112400	STEPHEN H. REGNIER 12500 BROOKGLADE CIRCLE, #176 HOUSTON TX 77099	0.097658 %	
118300	LORRAINE BALL SAUNDERS 2501 WESTLAND DRIVE #231 HOUSTON TX 77063	0.146492 %	
128805	DOROTHY R. STONE ESTATE SALLY M. W. STONE, AS 1234 RIDGEWOOD ROAD BRYN MAWR PA 19010	1.562500 %	
130380	TAS ROYALTY COMPANY P O BOX 5279 AUSTIN TX 78763	0.037358 %	
134300	THOMAS H. BALL, JR. 5607 MEADOW LAKE HOUSTON TX 77056	0.146492 %	
136101	THE SANDRA A. TOMASEK IRREVOCABLE DECEDENT'S "B" TRUST WAYNE C. TOMASEK, TRUSTEE 5740 SANTA FE SPRINGS DR HOUSTON TX 77041	0.048835 %	
136500	ARLISS G. TRAVIS 95 PINE ROAD GOLDEN CO 80401	0.065102 %	
150700	DR. JAMES H ZINCK 312 SAN SABA MEADOWLAKE TX 78654	0.195296 %	
	TOTAL ROYALTY INTEREST	12.500000 %	
OVERRIDING ROYALTY INTEREST			
011200	BARRETT W. PIERCE 3204 HAYDEN AMARILLO TX 79109	1.500000 %	
021590	C.C.W. RESOURCES, INC. P O BOX 11292 MIDLAND TX 79702	0.400000 %	
048550	FORT WORTH MINERALS P O BOX 17224 FORT WORTH TX 76102	0.055105 %	
071900	JOHN W. WALKER, JR. 2804 S. BONHAM AMARILLO TX 79109	0.422500 %	
084200	JAMES B. MARCUM 7815 CERVIN AMARILLO TX 79121	0.422500 %	
096575	NEUHOFF-TAYLOR ROYALTY CO P O BOX 9 ALED0 TX 76008	1.062714 %	

EXHIBIT "A"
 ATTACHED TO AND MADE A PART OF THAT CERTAIN
 RIO PETROLEUM, INC. OIL & GAS DIVISION ORDER
 DATED NOVEMBER 30, 2004, COVERING
 RANDOLPH GAS UNIT #1 & #2
 LOCATED IN REEVES COUNTY, TEXAS

OWNER NO	NAME	REVENUE PERCENT	BILLING PERCENT
102350	PAMTEX, INC. P O BOX 420 PAMPA TX 79066	1.139122 %	
106900	JULIA CAROLINE PIERCE 5445 CARUTH HAVEN LANE #627 DALLAS TX 75225	0.422500 %	
107100	MICHAEL SCOTT PIERCE 508 LAKESIDE AVENUE SOUTH SEATTLE WA 98144	0.422500 %	
115405	MARY M. ROBERTS 105 NORTH LAKE DRIVE WEATHERFORD TX 76085	0.021302 %	
115725	B. CHARLES ROGERS & CO 500 WEST TEXAS AVE, STE 1420 MIDLAND TX 79701	0.228243 %	
122205	JEFFREY GLEN SHRADER, JR. % JEFF SHRADER P O BOX 15008 AMARILLO TX 79105	0.422500 %	
150787	JIM ZABCIK & ANN HOYT, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 4022 COLQUITT HOUSTON TX 77027	0.550000 %	
TOTAL OVERRIDING ROYALTY INTEREST		<u>7.068986 %</u>	
WORKING INTEREST - RANDOLPH #1 (NONCONSENT)			
021800	CANADIAN LONGHORN 2805 W. 15TH AMARILLO TX 79102	41.215946 %	51.324051 %
148150	THE WISER OIL COMPANY 1600 BROADWAY, STE 2200 DENVER CO 80202	37.123333 %	46.109747 %
150788	JIM ZABCIK 4022 COLQUITT HOUSTON TX 77027	2.091735 %	2.566202 %
TOTAL WORKING INTEREST		<u>80.431014 %</u>	<u>100.000000 %</u>
TOTALS		<u><u>100.000000 %</u></u>	<u><u>100.000000 %</u></u>

EXHIBIT "A"
 ATTACHED TO AND MADE A PART OF THAT CERTAIN
 RIO PETROLEUM, INC. OIL & GAS DIVISION ORDER
 DATED NOVEMBER 30, 2004, COVERING
 RANDOLPH GAS UNIT #1 & #2
 LOCATED IN REEVES COUNTY, TEXAS

OWNER NO	NAME	REVENUE PERCENT	BILLING PERCENT
<u>WORKING INTEREST - RANDOLPH #2</u>			
021800	CANADIAN LONGHORN 2805 W. 15TH AMARILLO TX 79102	40.798300 %	50.810810 %
055665	JAYNE GORDON 12748 HUNTINGWICK HOUSTON TX 77024	0.813743 %	1.000000 %
148150	THE WISER OIL COMPANY 1600 BROADWAY, STE 2200 DENVER CO 80202	36.748118 %	45.648650 %
150788	JIM ZABCIK 4022 COLQUITT HOUSTON TX 77027	2.070853 %	2.540540 %
TOTAL WORKING INTEREST		<u>80.431014 %</u>	<u>100.000000 %</u>
TOTALS		<u><u>100.000000 %</u></u>	<u><u>100.000000 %</u></u>

409 27

72

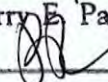


File No. MF040133

Division Order

Date Filed: 12/8/04

Jerry E. Patterson, Commissioner

By 

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TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 21, 2010

Rio Petroleum Inc.
2805 W 15th Ave.
Amarillo, TX 79102

Re: State Lease MF040133, MF048344 - **Please refer to this lease number with all correspondence**
Randolph Lease
0090001

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

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

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

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

OIL AND GAS DIVISION ORDER

COPY FOR
YOUR RECORDS

TO: RIO PETROLEUM, INC.
2805 W. 15th Avenue
Amarillo, TX 79102

Date: 1/15/2010

Effective Date: 4/1/2010

MF040133
MF048344

Property Number: 00900001
Property Name: Randolph Lease
Operator: Rio Petroleum, Inc.
County and State: Reeves County, Texas
Property Description: N/2 of Section 34, Block 57, T-2, T&P Railroad Co. Survey

Owner #	Owner Name and Address	Type Interest	Percent Interest
053300	General Land Office, Commissioner Stephen F. Austin Bldg. 1700 N. Congress Ave. Austin, TX 78701	RI	6.250000%

Per initial lease set up, effective April 1, 2010.

Each of the undersigned certifies the ownership of their decimal interest or proceeds as described above payable by Rio Petroleum, Inc.

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

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

Rio Petroleum, Inc. may accrue proceeds until the total amount equals \$100.00, or pay annually, whichever occurs first, or as required by applicable state statute. Owners have an option to be paid monthly for amounts between \$25.00 and \$100.00 or annually for amounts under \$10.00 upon specific written request.

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

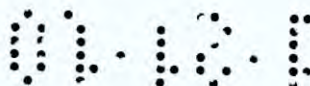
In addition to the terms and conditions of this Division Order, the undersigned and Rio Petroleum, Inc. have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____
General Land Office, Commissioner

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

Owner Daytime Telephone #: _____

**Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will not be refundable by Payor.**





January 15, 2010

TO PRODUCTION REVENUE OWNERS

Re: A. T. Randolph, et al, State Gas Unit
Section 34, Block 57, Township 2
T&P RR Company Survey
Reeves County, Texas

Dear Owners:

Rio Petroleum, Inc. has operated the subject property since November 1, 2004. Even though Rio has been the operator, you have been receiving your monthly production checks from Forrest Oil Corporation. We recently learned that Forrest sold their working interest in the property to Sandridge Energy. From and after April 1, 2010, Rio has made arrangements to sell the gas production from the property and will be paying each of you for your share of said production.

Please find enclosed for your execution new divisions orders for the subject property with an effective date of April 1, 2010.

In the event you have any questions concerning this matter, please feel free to contact me at 806-356-8033, Ext. 214.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joe M. Morris".

Joe M. Morris
Land Manager

JMM/pc
Enclosures

#.73

File No MF 040133

DIVISION ORDER

Date Filed: 1/21/10

Jerry E. Patterson, Commissioner

By [Signature]



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

See 2nd page

June 3, 2010

Tami Caldwell
Sand Ridge Energy
123 Robert S. Kerr.
Oklahoma City, OK 73102

RE: GLO Assignment ID # 7325

Dear Ms. Caldwell,

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

Assignment, executed December 21st, 2009, from Forest Oil Permian Corp., as Assignor, to SandRidge Exploration and Production, LLC, as Assignee. Reeves County Vol. 835, P. 92.

*4 FOREST
OIL PERMIAN
CORP*

Filing fees of \$1,350.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
7325	Reeves	MF040133 ✓
7325	Reeves	MF106041 ✓
7325	Reeves	MF106115 ✓
7325	Reeves	MF106116 ✓
7325	Reeves	MF106128 ✓
7325	Reeves	MF106129 ✓
7325	Reeves	MF106130 ✓
7325	Reeves	MF106131 ✓
7325	Reeves	MF106203 ✓
7325	Reeves	MF106229A ✓
7325	Reeves	MF106229C ✓
7325	Reeves	MF106229D ✓
7325	Reeves	MF106240A ✓
7325	Reeves	MF106240B ✓
7325	Reeves	MF106256A ✓
7325	Reeves	MF106256B ✓
7325	Reeves	MF106256C ✓
7325	Reeves	MF106257A ✓
7325	Reeves	MF106257B ✓
7325	Reeves	MF106257B ✓
7325	Reeves	MF106257C ✓
7325	Reeves	MF106257D ✓
7325	Reeves - Expired	MF106257E ✓
7325	Reeves	MF106257F ✓
7325	Reeves	MF106257G ✓
7325	Reeves	MF106257H ✓
7325	Reeves	MF106567 ✓
7325	Reeves	MF106568A ✓
7325	Reeves	MF106568A ✓
7325	Reeves	MF106568B ✓
7325	Reeves	MF106568C ✓
7325	Reeves	MF106568D ✓
7325	Reeves	MF106568D ✓
7325	Reeves	MF106568E ✓

Thursday, June 03, 2010

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
7325	Reeves	MF106568F ✓
7325	Reeves	MF106569A ✓
7325	Reeves	MF106569B ✓
7325	Reeves	MF106571A ✓
7325	Reeves	MF106571B ✓
7325	Reeves	MF106571C ✓
7325	Reeves - Expired	MF106671A ✓
7325	Reeves - Expired	MF106718A ✓
7325	Reeves - Expired	MF106718B ✓
7325	Reeves - Expired	MF106718C ✓
7325	Reeves	MF106718D ✓
7325	Reeves	MF106718G ✓
7325	Reeves	MF106897 ✓
7325	Reeves - Expired	MF106904A ✓
7325	Reeves - Expired	MF106904B ✓
7325	Reeves - Expired	MF106904C ✓
7325	Reeves - Expired	MF106905 ✓
7325	Reeves	MF107696A ✓
7325	Reeves	MF107696B ✓
7325	Reeves	MF107697 ✓

Thursday, June 03, 2010



May 24, 2010

Beverly Boyd
General Land Office
1700 North Congress Avenue
Stephen F Austin Bldg
Austin, TX 78701-7495

Re: Certified Copies of Recorded Assignments
Andrews, Loving, Reeves, Ward and Winkler Counties

Ms. Boyd,

Please find enclosed, copies of the above referenced assignments from Forest Oil to SandRidge Energy and payment for the 141 state leases (141 * \$25.00). I apologize for the delay and appreciate your assistance in resolving this matter.

Should you have any questions or requests, please contact me at 405-429-5787 or tcaldwell@sdrge.com.

Best Regards,

A handwritten signature in black ink that reads "Tami Caldwell".

Tami Caldwell
SandRidge Energy

tcaldwell/correspondence/GLO.CertifiedCopies.Forest.doc

SANDRIDGE E&P, LLC.
123 ROBERT S KERR
OKLAHOMA CITY, OK 73102
Accounts Payable Account

10708026

WELLS FARGO BANK NA

115 Hospital Drive
Van Wert, OH 45891

Page 1 of 1

VENDOR NAME	VENDOR NO.	CHECK DATE	CHECK NO	AMOUNT
COMMISSIONER OF THE GENERAL LAND OFFICE	74250	05/20/10	36029	\$3,525.00

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
---------	--------------	----------	-----------------	---------------------------	---------------

05-AP-10591	051110	05/11/10	3,525.00	0.00	3,525.00
PROCESSING FEE: ASSIGNMENT OF STATE LEASES-FO TO SANDRIDGE					
TOTAL INVOICES PAID					3,525.00

129

FILE # 02

STATE OF TEXAS
COUNTY OF REEVES

§
§
§

ASSIGNMENT

This Assignment ("Assignment") is from FOREST OIL CORPORATION, a New York corporation, and FOREST OIL PERMIAN CORPORATION, a Delaware corporation, (collectively "Assignor") whose address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202, to SANDRIDGE EXPLORATION AND PRODUCTION, LLC, a Delaware limited liability company, ("Assignee") whose address is 123 Robert S. Kerr Avenue, Oklahoma City, Oklahoma 73102.

WITNESSETH:

Assignor, for and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED and DELIVERED, and by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER, subject to the terms and provisions of this Assignment, the following rights, title and interest:

(a) All right, title and interest of Assignor and its affiliates (as used in this Assignment "affiliates" means any person or entity which, directly or indirectly, controls, is controlled by or is under common control with Assignor) in and to all oil and gas leases, other similar leases, mineral interests, royalties, and overriding royalties, whether producing or non-producing, as described on Schedule A attached hereto (the "Leases"), and any other rights and interests of any type in, on, or under or relating to the lands also described on Schedule A in any of the Leases (the "Land"), whether any Asset (as hereinafter defined) is incorrectly described or inadvertently omitted, and including any and all right, title and interest of Assignor and its affiliates in and to the oil, gas and other hydrocarbons and other products produced in association therewith in, on, or under any of the foregoing, and all oil and gas wells, injection and disposal wells, water wells, and abandoned wells located on any of the foregoing, or used or useful in connection therewith, or on lands pooled or unitized therewith, including, without limitation, the wells described in Schedule A attached hereto (the "Wells");

(b) All right, title and interest of Assignor and its affiliates in, to and under or derived from all presently existing or proposed unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created or to be created thereby (including, but not limited to, all units formed or to be formed under orders,



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regulations, rules or other official actions of any federal, state or other governmental agency having jurisdiction), including without limitation, the agreements, declarations, orders, properties and units described in Schedule A attached hereto, to the extent that they relate to or affect all or any part of the Leases, Land, or Wells ("Unit Agreements");

(c) Subject to any and all applicable consents to assign and other limitations on Assignor's or its affiliates rights to assign, all right, title and interest of Assignor and its affiliates in, to and under or derived from all contracts, agreements, and instruments to the extent that they relate to or affect any of the Assets, including oil, gas liquids, condensate, casinghead gas, and gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, joint venture agreements, farmout agreements, partnership agreements, settlement agreements and all other agreements, contracts, and instruments, including without limitation the agreements, contracts, and instruments described in Schedule A attached hereto;

(d) All right, title and interest of Assignor and its affiliates in or to all personal property, fixtures, equipment leases, improvements, and other personal property, whether real, personal, or mixed (including, but not limited to, well equipment, casing, tubing, tanks, rods, tank batteries, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, docking facilities, air service facilities, helicopter facilities, power lines, telephone and telegraph lines, roads, and field processing plants, field offices and office furnishings related thereto, field office leases, equipment leases, trailers and all other appurtenances thereunto belonging), (the "Equipment") and in and to all easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights, and all contract rights, to the extent used or useful in connection with the exploration, development, operation or maintenance of the Leases, Land, Wells, or Unit Agreements, or in connection with the producing, treating, processing, storing, gathering, transporting or marketing of oil, gas and other hydrocarbons and other products produced in association with or attributable to such, Leases, Land, Wells, or Unit Agreements;

(e) All of Assignor's and its affiliates right, title and interest in and to any production imbalances or balancing agreements relating to any of the Leases, Land, Wells or Unit Agreements, or otherwise arising by virtue of the fact that Assignor or its affiliates may not have taken or marketed its full share of oil, gas and other hydrocarbons and other products produced in association therewith attributable to its ownership prior to the Effective Time; and

(f) Copies of all accounting records related to periods of time from and after the Effective Time, books and files relating to any of the interests set forth herein including, without limitation, all production records, operating records, correspondence, lease records, well records, and division order records; prospect files; title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases, Land, Wells, and Unit Agreements), contracts, electric logs, core data, pressure data, decline curves, graphical production curves, and a non-exclusive license to all geophysical data owned by Assignor or its affiliates (collectively, the "Records"); provided, however, that the Records shall not include payroll and personnel records nor any geophysical and interpretive data or reports and shall not include any Records that Assignor or its affiliates is not contractually permitted to assign; and provided, further, that Assignor and its affiliates shall be entitled to retain copies of all records



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and other files that Assignor or its affiliates reasonably believes it will need access to for future audit, tax, or reporting requirements.

The properties, rights and interests described in subsections (a) through (f) are referred to herein as the "Assets".

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein and the terms and conditions of that certain Purchase and Sale Agreement between Assignor and Assignee dated effective November 1, 2009 (the "Purchase Agreement"). Notwithstanding the foregoing, third-parties may rely on the terms of this Assignment alone to grant title to the Assets to the Assignee.

Subject to the limitations of the Purchase Agreement, Assignor does hereby bind and obligate itself and its affiliates, successors and assigns to warrant and forever defend unto Assignee, its successors and assigns, all and singular the Assets against all persons lawfully claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise. This Assignment is made without any other warranty, express or implied, by Assignor except as provided in the Purchase Agreement.

This Assignment is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record or listed in Schedule "A" to the extent that same are in force and effect and affect the Assets.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor agrees to execute and deliver to Assignee, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Assets.

To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits or schedules that describe Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effect the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles, and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein. Any reference in an attached schedule to a well name, working interest ("WT"), or net revenue interest ("NRI") is for reference purposes only and is not intended as a limitation, it being the intent of Assignor to grant, bargain, sell, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Assets including the Lands described on the attached schedule regardless of whether a particular oil and gas lease, well or interest is incorrectly described or inadvertently omitted.

SIGNATURE PAGE FOLLOWS



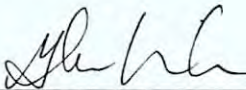
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on this 21st day of December, 2009, but effective for all purposes as of 7:00 a.m. on November 1, 2009 (the "Effective Time").

ASSIGNOR:

FOREST OIL CORPORATION

By: 

Name: Glen Mizenko

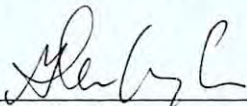
Title: Senior Vice President

Business Development & Engineering



ASSIGNOR:

FOREST OIL PERMIAN CORPORATION

By: 

Name: Glen Mizenko

Title: Vice President Business Development

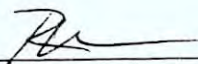


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ASSIGNEE

SANDRIDGE EXPLORATION AND
PRODUCTION, LLC

By: 
Name: Richard J. Gognat
Title: Senior Vice President

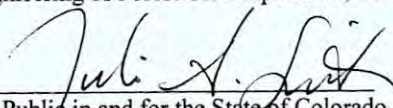


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07.27.13

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on December 21, 2009 by Glen Mizenko, Senior Vice President Business Development & Engineering of Forest Oil Corporation, a New York corporation, on behalf of said corporation.


Notary Public in and for the State of Colorado

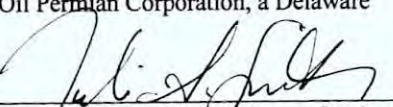
Printed Name: Juli A. Smith

My Commission Expires: January 13, 2013



STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on December 21, 2009 by Glen Mizenko, Vice President Business Development of Forest Oil Permian Corporation, a Delaware corporation, on behalf of said corporation.


Notary Public in and for the State of Colorado

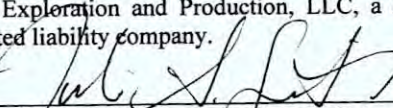
Printed Name: Juli A. Smith

My Commission Expires: January 13, 2013



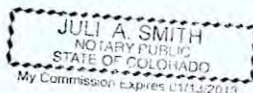
STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me on December 21, 2009 by Richard J. Gognat, Senior Vice President of SandRidge Exploration and Production, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Colorado

Printed Name: Juli A. Smith

My Commission Expires: January 13, 2013



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Schedule A Leases
 Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

SI	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	GREASE	65005-000001	TEXACO INC	APACHE CORPORATION ET AL	8/12/1985			NOT RECOR	Twp Blk Sec T & P RY. CO. SURVEY 8 49 17 ALL OF SECTION 17, BLOCK 49, TOWNSHIP 8, ALL IN T & P RY. CO. SURVEY, REEVES COUNTY, TEXAS, CONTAINING 640 ACRES, BUT***** ONLY THOSE DEPTHS BELOW THE BOTTOM OF THE ELLENBURGER FORMATION AT 17,291' OR THE STRATIGRAPHIC EQUIVALENT THEREOF.
TX	REEVES	GREASE	65005-000002	MAUD LILLIAN WILSON INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF J R WILSON DECEASED	SHELL OIL COMPANY	8/12/1960	206	632	REEVES CO	Twp Blk Sec T & P RY. CO. SURVEY 8 49 20 ALL OF SECTION 20, BLOCK 49, TOWNSHIP 8, T & P RY. CO. SURVEY, SITUATED IN REEVES AND PECOS COUNTIES, BUT***** ONLY THOSE DEPTHS BELOW THE BOTTOM OF THE ELLENBURGER FORMATION AT 22,100' OR THE STRATIGRAPHIC EQUIVALENT THEREOF.
TX	REEVES	MENTONE (VERMEJO)	67023-000043-A	BENTON LAND PARTNERSHIP JOHN H GASKILL GENERAL PARTNER	FOREST OIL CORPORATION	11/30/2005	720	239	'000057	Twp Blk Sec H&GN RR CO SURVEY SECT 12 BLK 3 12 Gr acs: 640.0000 Net acs: 320.0000 ALL H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 283.0000 Net acs: 141.5000 N2
TX	REEVES	MENTONE (VERMEJO)	67023-000042-A	HELEN SUE JOHNSON DONNELL	FOREST OIL CORPORATION	1/5/2006	721	128	'000204	Twp Blk Sec T&P RR CO SURVEY 4 53 6 Gr acs: 160.0000 Net acs: 80.0000 NW T&P RR CO SURVEY SECT 22 BLK 4 54 22 Gr acs: 640.0000 Net acs: 320.0000 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000042-B	JULIANNE JOHNSON ATTEBURY	FOREST OIL CORPORATION	1/5/2006	721	592	'000280	Twp Blk Sec T&P RR CO SURVEY 4 53 6 Gr acs: 160.0000 Net acs: 26.6667 NW T&P RR CO SURVEY SECT 22 BLK 4 54 22 Gr acs: 640.0000 Net acs: 106.6667 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000042-C	ESTELLA GILLIS JOHNSON	FOREST OIL CORPORATION	1/5/2006	721	132	'000205	Twp Blk Sec T&P RR CO SURVEY 4 53 6 Gr acs: 160.0000 Net acs: 26.6667 NW T&P RR CO SURVEY SECT 22 BLK 4 54 22 Gr acs: 640.0000 Net acs: 106.6667 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000043-B	COLLIER ENTERPRISES INC BY DREW STANFORD PRESIDENT	FOREST OIL CORPORATION	1/15/2006	725	122	'000943	Twp Blk Sec H&GN RR CO SURVEY SECT 12 BLK 3 12 Gr acs: 640.0000 Net acs: 115.6230 ALL H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 283.0000 Net acs: 51.1270 N2
TX	REEVES	MENTONE (VERMEJO)	67023-000044	STATE OF TEXAS M 106128 <i>nr 106128 ✓</i>	FOREST OIL CORPORATION	1/17/2006	727	709	'001583	Twp Blk Sec P.S.L SURVEY C19 20

Reeves County

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
										Gr acs: 508.0000 Net acs: 508.0000 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000045	STATE OF TEXAS M 106129	FOREST OIL CORPORATION	1/17/2006	727	703	'001582	Twp Blk Sec PSL SURVEY SECT 21 BLK C19, C19 21 Gr acs: 640.0000 Net acs: 640.0000 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000046	STATE OF TEXAS M 106130	FOREST OIL CORPORATION	1/17/2006	727	697	'001581	Twp Blk Sec T&P RR CO SURVEY 4S 53 6 Gr acs: 640.0000 Net acs: 640.0000 NE, SW, S2SE
TX	REEVES	MENTONE (VERMEJO)	67023-000048-A	JAMES F PATTEE	FOREST OIL CORPORATION	1/30/2006	726	135		Twp Blk Sec H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 68.3125 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000048-B	STEVE F ARMSTRONG	FOREST OIL CORPORATION	1/30/2006	726	121		Twp Blk Sec H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 34.1563 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000048-C	HERBERT P ARMSTRONG	FOREST OIL CORPORATION	1/30/2006	726	107		Twp Blk Sec H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 34.1563 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000048-D	THE ARMSTRONG M&L TRUST STEVE F ARMSTRONG TRUSTEE	FOREST OIL CORPORATION	1/30/2006	726	93		Twp Blk Sec H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 68.3125 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000049-A	JAMES F PATTEE	FOREST OIL CORPORATION	1/30/2006	726	142		Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 37.5000 OUT OF SE PART, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 2-30-68 FROM FAUSTINO LARA TO J.F. PATEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000049-B	STEVE F ARMSTRONG	FOREST OIL CORPORATION	1/30/2006	726	128		Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 18.7500 OUT OF SE PART, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 2-30-68 FROM FAUSTINO LARA TO J.F. PATEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS

Reeves County

Page 2 of 22



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Original filed in
Reeves County
Clerks Office

Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000049-C	HERBERT P ARMSTRONG	FOREST OIL CORPORATION	1/30/2006	726	114		Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 18.7500 OUT OF SE PART, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 2-30-68 FROM FAUSTINO LARA TO J.F. PATEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000049-D	THE ARMSTRONG M&L TRUST STEVE F ARMSTRONG TRUSTEE	FOREST OIL CORPORATION	1/30/2006	726	100		Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 37.5000 OUT OF SE PART, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 2-30-68 FROM FAUSTINO LARA TO J.F. PATEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000050	ANN EILEEN PIERSON INDIVIDUALLY AND PERSONAL REPRESENTATIVE OF THE ESTATE OF ANNA BETH PIERSON	FOREST OIL CORPORATION	2/1/2006	725	180		Twp Blk Sec H & GN RR CO 3 16 Gr acs: 170.0200 Net acs: 170.0200 NW2NW2
TX	REEVES	MENTONE (VERMEJO)	67023-000043-C	MAPFCB13-NET C/O MINERAL ACQUISITION PARTNERS, INC BY CAROLYN L FRANS AIF	FOREST OIL CORPORATION	2/14/2006	729	289	'001894	Twp Blk Sec H&GN RR CO SURVEY SECT 12 BLK 3 12 Gr acs: 640.0000 Net acs: 178.4211 ALL H&GN RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 283.0000 Net acs: 78.8956 N2
TX	REEVES	MENTONE (VERMEJO)	67023-000042-D	JOSEPHINE JOHNSON FRANZHEIM	FOREST OIL CORPORATION	1/5/2006	728	304	'001660	Twp Blk Sec T&P RR CO SURVEY 4 53 8 Gr acs: 150.0000 Net acs: 28.6667 NW T&P RR CO SURVEY SECT 22 BLK 4 54 22 Gr acs: 640.0000 Net acs: 106.6667 ALL
✓ TX	REEVES	MENTONE (VERMEJO)	67023-000051-A	STATE OF TEXAS M 106240 N S MARRROW AGENT MF 106240A	FOREST OIL CORPORATION	1/3/2006	728	133	'001630	Twp Blk Sec T&P RR CO SURVEY R 53 6 Gr acs: 80.0000 Net acs: 40.0000 N2SE
✓ TX	REEVES	MENTONE (VERMEJO)	67023-000051-B	STATE OF TEXAS M 106240 PERKINS D SAMS AGENT 11B	FOREST OIL CORPORATION	1/3/2006	728	123	'001629	Twp Blk Sec T&P RR CO SURVEY R 53 6 Gr acs: 80.0000 Net acs: 40.0000 N2SE
TX	REEVES	MENTONE (VERMEJO)	67023-000049-E	JOHN R DORR	FOREST OIL CORPORATION	1/30/2006	729	323	'001899	Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 18.7500 OUT OF THE SE, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 1-30-68 FROM FAUSTINO LARA TO J.F. PATTEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS



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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000049-F	HELEN JO DORR CREATH	FOREST OIL CORPORATION	1/30/2006	729	302	'001896	Twp Blk Sec H&G N RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 150.0000 Net acs: 18.7500 OUT OF THE SE, BEING THE SAME LANDS AS DESCRIBED IN MINERAL DEED DATED 1-30-88 FROM FAUSTINO LARA TO J.F. PATTEE, RECORDED IN VOLUME 273, PAGE 570 OF THE DEED RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000048-F	JOHN R DORR	FOREST OIL CORPORATION	1/30/2006	729	316	'001898	Twp Blk Sec H&G N RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 34.1563 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000048-E	HELEN JO DORR CREATH	FOREST OIL CORPORATION	1/30/2006	729	309	'001897	Twp Blk Sec H&G N RR CO SURVEY SECT 13 BLK 3 13 Gr acs: 273.2500 Net acs: 34.1563 S2, SAVE AND EXCEPT THE EAST 100 ACRES AS RETAINED BY SUN OIL COMPANY, MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE FILED FOR RECORD ON 12-11-74 IN VOLUME 34, PAGE 302 OF THE RELEASE RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000054-A	CATHRYN S COUCH FLOWERS	FOREST OIL CORPORATION AND WL&T SERVICES	11/8/2005	719	652	FILE #5775	Twp Blk Sec H&G N RR CO SURVEY SECT 8 BLK 3 8 Gr acs: 155.0000 Net acs: 38.7500 S2 E3/8, BEING THE SAME PROPERTY DESCRIBED IN DEED FROM KEITH CAMP, ET UX, LUCILE P. CAMP TO NANNIE C. COUCH DATED 12/21/1945 OF RECORD IN VOLUME 105, PAGE 280, DEED RECORDS OF REEVES COUNTY, TEXAS AND ADDITIONALLY DESCRIBED IN DEED OF ACQUITTANCE FROM THE STATE OF TEXAS, GENERAL LAND OFFICE TO KEITH CAMP DATED 8/15/1975, OF RECORD IN VOLUME 7, PAGE 411 OF PATENT RECORDS OF REEVES COUNTY TEXAS, TO WHICH INSTRUMENTS AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES.
TX	REEVES	MENTONE (VERMEJO)	67023-000054-B	CHRISTINA JO COUCH STAPLETON	FOREST OIL CORPORATION AND WL&T SERVICES	11/8/2005	719	655	FILE #5776	Twp Blk Sec H&G N RR CO SURVEY SECT 8 BLK 3 8 Gr acs: 155.0000 Net acs: 38.7500 S2 E3/8, BEING THE SAME PROPERTY DESCRIBED IN DEED FROM KEITH CAMP, ET UX, LUCILE P. CAMP TO NANNIE C. COUCH DATED 12/21/1945 OF RECORD IN VOLUME 105, PAGE 280, DEED RECORDS OF REEVES COUNTY, TEXAS AND ADDITIONALLY DESCRIBED IN DEED OF ACQUITTANCE FROM THE STATE OF TEXAS, GENERAL LAND OFFICE TO KEITH CAMP DATED 8/15/1975, OF RECORD IN VOLUME 7, PAGE 411 OF PATENT RECORDS OF REEVES COUNTY TEXAS, TO WHICH INSTRUMENTS AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES.
TX	REEVES	MENTONE (VERMEJO)	67023-000054-C	ALAN RAY ZEMAN	FOREST OIL CORPORATION AND WL&T SERVICES	11/8/2005	719	649	FILE #5774	Twp Blk Sec H&G N RR CO SURVEY SECT 8 BLK 3 8 Gr acs: 155.0000 Net acs: 77.5000 S2 E3/8, BEING THE SAME PROPERTY DESCRIBED IN DEED FROM KEITH CAMP, ET UX, LUCILE P. CAMP TO NANNIE C. COUCH DATED 12/21/1945 OF RECORD IN VOLUME 105, PAGE 280, DEED RECORDS OF REEVES COUNTY, TEXAS AND ADDITIONALLY DESCRIBED IN DEED OF ACQUITTANCE FROM THE STATE OF TEXAS, GENERAL LAND OFFICE TO KEITH CAMP DATED

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000055-A	CATHRYN SUSAN COUCH FLOWERS	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	661	FILE #5778	8/15/1975, OF RECORD IN VOLUME 7, PAGE 411 OF PATENT RECORDS OF REEVES COUNTY TEXAS, TO WHICH INSTRUMENTS AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES. H&GN RR CO SURVEY SECT 10 BLK 3 10 Gr acs: 598.6000 Net acs: 149.6500 ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES.
TX	REEVES	MENTONE (VERMEJO)	67023-000055-B	CHRISTINA JO COUCH STAPLETON	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	664	FILE #5779	ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES. H&GN RR CO SURVEY SECT 10 BLK 3 10 Gr acs: 598.6000 Net acs: 149.6500 ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES.
TX	REEVES	MENTONE (VERMEJO)	67023-000055-C	ALAN RAY ZEMAN	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	658	FILE #5777	ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES. H&GN RR CO SURVEY SECT 10 BLK 3 10 Gr acs: 598.6000 Net acs: 299.3000 ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES.
TX	REEVES	MENTONE (VERMEJO)	67023-000056-A	CATHRYN SUSANN COUCH FLOWERS	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	670	FILE #5781	ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES. H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 450.0100 Net acs: 112.5025 TRACT 1: 304.28 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH TO MARY CATHERINE COUCH ZEMAN, ET AL, DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 386, DEED RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. TRACT 2: 145.73 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH, ET AL, TO J.E. COUCH DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 389, DEED RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. H & GN RR CO 3 16 Gr acs: 436.5100 Net acs: 109.6275 ALL, SAVE AND EXCEPT THE NW2NW2 AND FURTHER SAVE AND EXCEPT 62.5 ACRES OUT OF THE SOUTH PART OF SAID SECTION 16 DESCRIBED IN DEED FROM R.M. COUCH TO MRS. VERLA L. GREEN DATED FEBRUARY 1, 1920, OF RECORD IN VOLUME 54, PAGE 269, DEED RECORDS OF REEVES COUNTY, TEXAS.
TX	REEVES	MENTONE (VERMEJO)	67023-000056-B	CHRISTINA JO COUCH STAPLETON	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	673	FILE #5782	ALL, BEING THE SAME PROPERTY DESCRIBED IN PATENT FROM THE STATE OF TEXAS TO R.N. COUCH OF RECORD IN VOLUME 7, PAGE 37, PATENT RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR ALL PURPOSES. H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 450.0100 Net acs: 112.5025 TRACT 1: 304.28 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH TO MARY CATHERINE COUCH ZEMAN,

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Schedule A Leases
- Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000058-C	ALAN RAY ZEMAN	FOREST OIL COMPANY AND WL&T SERVICES	11/8/2005	719	667	FILE #5780	ET AL, DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 386, DEED RCEORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. TRACT 2: 145.73 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH, ET AL, TO J.E. COUCH DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 389, DEED RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. H & GN RR CO 3 16 Gr acs: 438.5100 Net acs: 109.6275 ALL, SAVE AND EXCEPT THE NW2NW2 AND FURTHER SAVE AND EXCEPT 62.5 ACRES OUT OF THE SOUTH PART OF SAID SECTION 16 DESCRIBED IN DEED FROM R.M. COUCH TO MRS. VERLA L. GREEN DATED FEBRUARY 1, 1920, OF RECORD IN VOLUME 54, PAGE 269, DEED RECORDS OF REEVES COUNTY, TEXAS, Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 450.0100 Net acs: 225.0050 TRACT 1: 304.28 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH TO MARY CATHERINE COUCH ZEMAN, ET AL, DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 386, DEED RCEORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. TRACT 2: 145.73 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FROM NANCY C. COUCH, ET AL, TO J.E. COUCH DATED DECEMBER 16, 1958, RECORDED IN VOLUME 186, PAGE 389, DEED RECORDS OF REEVES COUNTY, TEXAS, TO WHICH INSTRUMENT, REFERENCE IS HERE MADE FOR ALL PURPOSES. H & GN RR CO 3 16 Gr acs: 438.5100 Net acs: 219.2550 ALL, SAVE AND EXCEPT THE NW2NW2 AND FURTHER SAVE AND EXCEPT 62.5 ACRES OUT OF THE SOUTH PART OF SAID SECTION 16 DESCRIBED IN DEED FROM R.M. COUCH TO MRS. VERLA L. GREEN DATED FEBRUARY 1, 1920, OF RECORD IN VOLUME 54, PAGE 269, DEED RECORDS OF REEVES COUNTY, TEXAS Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 3.4788 ALL OF SECTION 11, BLOCK 3 Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.2767 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 2.5180 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE
TX	REEVES	MENTONE (VERMEJO)	67023-000057-A	DOROTHY HOLDER ROBERTS	FOREST OIL CORPORATION	5/8/2006	733	257	'002716	
TX	REEVES	MENTONE (VERMEJO)	67023-000058-A	DELIA V BAEZA	FOREST OIL CORPORATION	5/24/2006	741	181	'004243	
TX	REEVES	MENTONE (VERMEJO)	67023-000058-B	NATHAN C GILLS	FOREST OIL CORPORATION	7/31/2006	741	610	'004332	

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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000058-C	BARBARA SNELL	FOREST OIL CORPORATION	7/31/2006	741	602	'004330	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 4.3680 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-D	ROY D TUTT	FOREST OIL CORPORATION	7/31/2006	741	606	'004331	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.7295 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-E	EARL J HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	741	823	'004373	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.4564 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-F	ISMAEL V LARA	FOREST OIL CORPORATION	5/24/2006	735	213	'003142	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.2767 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-G	ESTEL LAVENE DODGEN BAUER	FOREST OIL CORPORATION	7/31/2006	741	827	'004374	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 2.1886 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-H	BURL L GILLS	FOREST OIL CORPORATION	7/31/2006	741	831	'004375	DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 2.1886 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000058-I	FRED L TUTT	FOREST OIL CORPORATION	7/31/2006	741	835	'004376	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.7295 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-J	ROLLAND R GILLS	FOREST OIL CORPORATION	7/31/2006	741	815	'004371	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.0943 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-K	MARIE M TUTT	FOREST OIL CORPORATION	7/31/2006	742	174	'004400	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.7295 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-L	JANICE E HUGHES	FOREST OIL CORPORATION	7/31/2006	742	178	'004401	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2918 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-M	LEONARD A GILLS	FOREST OIL CORPORATION	7/31/2006	742	170	'004399	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.4591 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-N	LUCIO V LARA	FOREST OIL CORPORATION	5/24/2006	735	216	'003143	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.2767 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000058-Q	MARK C HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	741	839	004377	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.7295 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-P	RODNEY L GILLS	FOREST OIL CORPORATION	7/31/2006	741	819	004372	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.0943 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-Q	EVON P GILLS	FOREST OIL CORPORATION	7/31/2006	742	474	004459	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2918 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-R	KATHERINE L PERRY	FOREST OIL CORPORATION	7/31/2006	742	470	004458	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.0943 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-S	NOBI MURIL GILLS	FOREST OIL CORPORATION	7/31/2006	742	462	004456	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.4591 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-T	REIA CALLEY	FOREST OIL CORPORATION	7/31/2006	742	466	004457	DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.4591 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM

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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
										DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-U	BOBBY JACK HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	743	384	'004630	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2432 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-V	RONALD F GILLS	FOREST OIL CORPORATION	7/31/2006	743	380	'004629	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.0943 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-W	DELMA L LOZANO	FOREST OIL CORPORATION	5/24/2006	743	572	'004684	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 1.2767 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-X	JUANITA L HAMPTON	FOREST OIL CORPORATION	7/31/2006	743	568	'004683	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2432 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000059-A	STATE OF TEXAS M 106718 JOHN W BELL INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS 11 106718B EXPIRED	FOREST OIL CORPORATION	3/1/2006	742	59	'004387	Twp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 320.0000 Net acs: 26.6667 E2
TX	REEVES	MENTONE (VERMEJO)	67023-000059-B	STATE OF TEXAS M 106718 ROLAND BANDY INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS 11 106718A EXPIRED	FOREST OIL CORPORATION	3/1/2006	742	59	'004386	Twp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 320.0000 Net acs: 39.9983 E2

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TX	REEVES	MENTONE (VERMEJO)	67023-000060-A	STATE OF TEXAS M 106904 JOHN WARD WILLIAMS INDIVIDUALLY AND AS AGENT FOR STATE OF TEXAS 106904A	FOREST OIL CORPORATION	1/13/2006	742	89	'004390	Twlp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 160.0000 Net acs: 93.3333 SW
TX	REEVES	MENTONE (VERMEJO)	67023-000060-B	STATE OF TEXAS M 106904 JOHN WARD WILLIAMS AS TRUSTEE OF THE MAYNETTE MOFFETT WILLIAMS ESTATE TRUST B	FOREST OIL CORPORATION	1/13/2006	742	99	'004391	Twlp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 160.0000 Net acs: 40.0000 SW
TX	REEVES	MENTONE (VERMEJO)	67023-000060-C	STATE OF TEXAS M 106904 JOHN WARD WILLIAMS AS TRUSTEE OF THE HERBERT EDWARD WILLIAMS ESTATE TRUST C	FOREST OIL CORPORATION	1/13/2006	742	109	'004392	Twlp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 160.0000 Net acs: 28.6667 SW
TX	REEVES	MENTONE (VERMEJO)	67023-000061	STATE OF TEXAS M 106905 JOHN MARVIN CLARK AGENT 106905	FOREST OIL CORPORATION	1/5/2006	742	79	'004389	Twlp Blk Sec PSL SURVEY SECT 16 BLK C19, C-19 16 Gr acs: 30.0000 Net acs: 30.0000 N2SWSE; E2SWSWSE; E2SESWSE
TX	REEVES	MENTONE (VERMEJO)	67023-000058-Y	SIDNEY D HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	744	115	'004790	Twlp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2432 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-Z	SHARON ANN HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	744	119	'004791	Twlp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2432 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-AA	CARL W HUMPHRIES	FOREST OIL CORPORATION	7/31/2006	744	227	'004812	Twlp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2432 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS



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TX	REEVES	MENTONE (VERMEJO)	67023-000059-C	STATE OF TEXAS M 106718 LOUISE LEMLEY CROCKER, INDIVIDUALLY AND AGENT FOR THE STATE OF TEXAS 106718	FOREST OIL CORPORATION	9/19/2006	746	273	'001568	Twp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 320.0000 Net acs: 26.6667 E2
TX	REEVES	MENTONE (VERMEJO)	67023-000058-AB	SANDRA H DEATON	FOREST OIL CORPORATION	7/31/2006	745	818	'005073	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.7296 A 49.6 ACRE TRACT AND A 11.69 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN OUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000062-A	WILLARD KATH	FOREST OIL CORPORATION	3/6/2006	739	584	'003946	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 78.1910 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-B	DARLENE ADAMS AND LARRY L ADAMS CO TRUSTEES OF THE LESTER ADAMS TRUST DATED APRIL 4 1996	FOREST OIL CORPORATION	3/6/2006	739	600	'003952	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 78.1910 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-C	CAROLINE E HACKER SURVIVIG TRUSTEE OF THE ROBERT W HACKER AND CAROLINE E HACKER FAMILY TRUST DATED APRIL 30 1980	FOREST OIL CORPORATION	3/6/2006	739	609	'003957	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 78.1910 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-D	DONALD H HOGUE DEALING IN HIS SOLE AND SEPARATE PROPERTY	FOREST OIL CORPORATION	3/6/2006	739	597	'003951	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 39.0955 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-E	CHARLES A ADAM TRUSTEE OF THE CHARLES A AND BETTY M ADAM LIVING TRUST DATED OCTOBER 28 28 1991	FOREST OIL CORPORATION	3/6/2006	739	596	'003950	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 78.1910 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-F	LESTER A HOGUE DEALING IN HIS SOLE AND SEPARATE PROPERTY	FOREST OIL CORPORATION	3/6/2006	739	590	'003948	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 39.0955 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-G	RAEBURN MEYER DEALING IN HER SOLE AND SEPARATE PROPERTY	FOREST OIL CORPORATION	3/6/2006	739	587	'003947	Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 5.3011

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

SI	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MENTONE (VERMEJO)	67023-000062-H	CHARLES A VOLKMAN TRUSTEE OF THE HERBERT W VOLKMAN FAMILY TRUST DATED JANUARY 29 1982	FOREST OIL CORPORATION	3/6/2006	739	605	'003955	ALL Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 5.3011 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000062-I	CHARLENE R JULIAN TRUSTEE OF THE CHARLENE R JULIAN TRUST DATED AUGUST 7 2000	FOREST OIL CORPORATION	3/6/2006	734	852	'003096	ALL Twp Blk Sec H&GN RR CO SURVEY SECT 11 BLK 3 11 Gr acs: 636.1300 Net acs: 78.1910 ALL
TX	REEVES	MENTONE (VERMEJO)	67023-000059-D	STATE OF TEXAS M 106718 GARY J BAILEY, INDIVIDUALLY AND AGENT FOR THE STATE OF TEXAS <i>106718D KT</i>	FOREST OIL CORPORATION	9/20/2006	746	613		ALL Twp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 320.0000 Net acs: 13.3350 E/2
TX	REEVES	MENTONE (VERMEJO)	67023-000059-E	STATE OF TEXAS M 106718 C F QUALIA AND WIFE VIRGIE L QUALIA ACTING AS AGENT FOR THE STATE OF TEXAS <i>106718E KT</i>	FOREST OIL CORPORATION	9/13/2006	747	778	'005527	ALL Twp Blk Sec P.S.L. SURVEY C-19 15 Gr acs: 320.0000 Net acs: 53.3333 E/2
TX	REEVES	MENTONE (VERMEJO)	67023-000063-A	BARBARA HUBBARD	FOREST OIL CORPORATION	10/18/2006	749	287	'006850	ALL Twp Blk Sec H&GN RR CO SURVEY SECT 7 BLK 3 7 Gr acs: 60.0000 Net acs: 15.0000 E/2S/2W/2W/2 AND S/2E/2W/2W/2
TX	REEVES	MENTONE (VERMEJO)	67023-000063-B	TED M KERR AND WILLIAM M KERR CO EXECUTORS AND TRUSTEES OF THE ESTATE OF WILLIAM L KERR	FOREST OIL CORPORATION	10/18/2006	749	283	'005849	ALL Twp Blk Sec H&GN RR CO SURVEY SECT 7 BLK 3 7 Gr acs: 60.0000 Net acs: 30.0000 E2S2W2W2W2 AND S2E2W2W2
TX	REEVES	MENTONE (VERMEJO)	67023-000063-C	TED M KERR AND WILLIAM M KERR CO EXECUTORS & TRUSTEES OF THE ESTATE OF FRANCES H KERR	FOREST OIL CORPORATION	10/18/2006	749	279	'005848	ALL Twp Blk Sec H&GN RR CO SURVEY SECT 7 BLK 3 7 Gr acs: 60.0000 Net acs: 15.0000 E2S2W2W2W2 & S2E2W2W2
TX	REEVES	MENTONE (VERMEJO)	67023-000058-AC	MICHAEL D GILLS	FOREST OIL CORPORATION	7/31/2006	752	539	'006625	ALL Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.2918 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-AD	RICHARD L DAVIS	FOREST OIL CORPORATION	7/31/2006	752	543	'006626	ALL Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 0.4864 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY,

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TX	REEVES	MENTONE (VERMEJO)	67023-000064	CLEMENTE JARAMILLO	FOREST OIL CORPORATION	7/19/2006	740	72	'004055	DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS Twp Blk Sec H&GN RR CO SURVEY SECT 15 BLK 3 15 Gr acs: 25.0000 Net acs: 25.0000 A 25.00 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN CORRECTION WARRANTY DEED DATED JUNE 15, 1971 FROM J.E. COUCH, ET UX SUE A. COUCH, ET AL, TO CLEMENTE JARAMILLO, ET UX, SARAH JARAMILLO, RECORDED IN VOLUME 303, PAGE 688, DEED RECORDS OF REEVES COUNTY, TEXAS
TX	REEVES	MENTONE (VERMEJO)	67023-000058-AE	MARILYN H FRIDAY	FOREST OIL CORPORATION	7/25/2006	740	75	'004056	Twp Blk Sec H & GN RR CO 3 16 Gr acs: 61.2800 Net acs: 4.3605 A 49.6 ACRE TRACT AND A 11.68 ACRE TRACT OUT OF SECTION 16, BLOCK 3 H&GN RY. CO. SURVEY, DESCRIBED BY METES AND BOUNDS IN QUIT CLAIM DEED DATED OCTOBER 23, 1926, RECORDED IN THE DEED RECORDS OF REEVES COUNTY, TEXAS, VOLUME 62, PAGE 600 FROM RN COUCH, ET UX, NANCY C COUCH, TO VERA L GREEN, CONTAINING 61.28 ACRES MORE OR LESS
TX	REEVES	MIRROR	05036-000001-J	LOUISE G BICKFORD REVOCABLE TRUST DATED APRIL 24 2003 MARSHA KAY GUNTER TRUSTEE	FOREST OIL CORPORATION	4/4/2005	699	54	'001561	Twp Blk Sec T&P RR CO SURVEY SECT 30 BLK 4 54 30 ALL T&P RR CO SURVEY SECT 30 BLK 4 54 38 ALL
TX	REEVES	MIRROR	05036-000005	STATE OF TEXAS M 106115 <i>106115 ACT</i>	FOREST OIL CORPORATION	1/17/2006	727	685	'001579	Twp Blk Sec GA FRANKLIN SURVEY SECT 67, 67 Gr acs: 640.0000 Net acs: 640.0000 ALL
TX	REEVES	MIRROR	05036-000006	STATE OF TEXAS M 106116 <i>106116 ACT</i>	FOREST OIL CORPORATION	1/17/2006	727	679	'001578	Twp Blk Sec G.A. FRANKLIN SURVEY 71 Gr acs: 567.0000 Net acs: 567.0000 ALL
TX	REEVES	MIRROR	05036-000007	STATE OF TEXAS M 106131 <i>106131 ACT</i>	FOREST OIL CORPORATION	1/17/2006	727	691	'001580	Twp Blk Sec T&P RR CO SURVEY 4 54 8 Gr acs: 640.0000 Net acs: 640.0000 ALL
TX	REEVES	MIRROR	05036-000021	STATE OF TEXAS M 106203 <i>106203 ACT</i>	FOREST OIL CORPORATION	1/17/2006	727	715	'001584	Twp Blk Sec R.S. JOHNSON SURVEY 68 Gr acs: 495.0000 Net acs: 495.0000 ALL, INCLUDING HIGHWAY RIGHT-OF-WAY LAND
TX	REEVES	MIRROR	05036-000008-A	RICHARD H COATS	FOREST OIL CORPORATION	2/6/2006	724	301	'000827	Twp Blk Sec H&GN RR CO SURVEY SECT 34 BLK 2 34 Gr acs: 440.0000 Net acs: 2.5000 ALL, SAVE AND EXCEPT NW AND NWNE
TX	REEVES	MIRROR	05036-000008-B	W SCOTT CAMPBELL	FOREST OIL CORPORATION	2/6/2006	724	304	'000828	Twp Blk Sec H&GN RR CO SURVEY SECT 34 BLK 2 34 Gr acs: 440.0000 Net acs: 2.5000 ALL, SAVE AND EXCEPT NW AND NWNE
TX	REEVES	MIRROR	05036-000008-C	PERKINS D SAMS	FOREST OIL CORPORATION	2/23/2006	727	377	'001480	Twp Blk Sec H&GN RR CO SURVEY SECT 34 BLK 2 34 Gr acs: 440.0000 Net acs: 5.0000

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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
										ALL, SAVE AND EXCEPT NW AND NWNE
TX	REEVES	MIRROR	05036-000008-D	CHARLES R WIGGINS	FOREST OIL CORPORATION	2/23/2006	727	374	'001479	Twp Blk Sec H&GN RR CO SURVEY SECT 34 BLK 2 34 Gr acs: 440.0000 Net acs: 2.5000 ALL, SAVE AND EXCEPT NW AND NWNE
✓ TX	REEVES	MIRROR	05036-000009-A	STATE OF TEXAS M 106257 MARY AGNES DRISCOL AGENT 106257A ✓	FOREST OIL CORPORATION	2/14/2006	728	183	'001635	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 79.5750 SE
✓ TX	REEVES	MIRROR	05036-000009-C	STATE OF TEXAS M 106257 EB F LUCKEL JR AGENT " C ✓	FOREST OIL CORPORATION	1/10/2006	728	163	'001633	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 39.7875 SE
✓ TX	REEVES	MIRROR	05036-000009-D	STATE OF TEXAS M 106257 SUSAN LUCKEL CHRISTIE AGENT " D ✓	FOREST OIL CORPORATION	1/10/2006	728	173	'001634	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 39.7875 SE
✓ TX	REEVES	MIRROR	05036-000010-A	STATE OF TEXAS M 106256 DAVID L EVANS AGENT 106256B ✓	FOREST OIL CORPORATION	1/5/2006	728	153	'001632	Twp Blk Sec H & GN RR CO 2 36 Gr acs: 318.3000 Net acs: 106.1000 NW2
✓ TX	REEVES	MIRROR	05036-000010-B	STATE OF TEXAS M 106256 H WILSON TOON AGENT " A ✓	FOREST OIL CORPORATION	1/5/2006	728	143	'001631	Twp Blk Sec H & GN RR CO 2 36 Gr acs: 318.3000 Net acs: 106.1000 NW2
✓ TX	REEVES	MIRROR	05036-000011	STATE OF TEXAS BY AGENT M BRAD BENNETT 106257B ✓	FOREST OIL CORPORATION	1/30/2006	733	260	'002717	Twp Blk Sec T&P RR CO, A-2098 T-4 55 8 Gr acs: 40.0000 Net acs: 40.0000 SESE
✓ TX	REEVES	MIRROR	05036-000012-A	STATE OF TEXAS M 106571 PETCO LIMITED AND AS AGENT FOR THE STATE OF TEXAS 106571 C ✓	FOREST OIL CORPORATION	3/16/2006	734	439	'002991	Twp Blk Sec T&P RR CO SURVEY 54 16 Gr acs: 600.0000 Net acs: 150.0000 ALL - LESS AND EXCEPT THE NENE
✓ TX	REEVES	MIRROR	05036-000012-B	STATE OF TEXAS M 106571 NANCY DEAN INVESTMENT CORPORATION, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS, ROBERT C. DEAN, PRESIDENT 106571 B ✓	FOREST OIL CORPORATION	2/23/2006	733	270	'002718	Twp Blk Sec T&P RR CO SURVEY 54 16 Gr acs: 600.0000 Net acs: 75.0000 ALL - LESS AND EXCEPT THE NENE
✓ TX	REEVES	MIRROR	05036-000012-C	STATE OF TEXAS M 106571 R C SLACK INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS 106571 A ✓	FOREST OIL CORPORATION	3/16/2006	733	280	'002719	Twp Blk Sec T&P RR CO SURVEY 54 16 Gr acs: 600.0000 Net acs: 75.0000 ALL - LESS AND EXCEPT THE NENE



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Sl	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
✓ TX	REEVES	MIRROR	05036-00009-E	STATE OF TEXAS M 106257 KELLY H. BAXTER, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>Active</i> <i>106257Q</i>	FOREST OIL CORPORATION	4/19/2006	732	228	'002526	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 19.5750 SE
✓ TX	REEVES	MIRROR	05036-00009-F	STATE OF TEXAS M 106257 JACK FREY COCHRAN, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>106257 F</i>	FOREST OIL CORPORATION	2/14/2006	732	322	'002548	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 26.5250 SE
✓ TX	REEVES	MIRROR	05036-000013-A	STATE OF TEXAS M 106567 AUSTEN S. CAMPBELL, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>ACT</i> <i>106567D</i>	FOREST OIL CORPORATION	5/18/2006	733	295	'002725	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 6.1111 N2NW
✓ TX	REEVES	MIRROR	05036-000013-B	STATE OF TEXAS M 106567 CAMP COLORADO INVESTMENTS, L.P., INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>ACT</i> <i>106568A</i>	FOREST OIL CORPORATION	5/5/2006	733	305	'002726	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 26.6667 N2NW
✓ TX	REEVES	MIRROR	05036-000014-A	STATE OF TEXAS M 106229 LAWRENCE WAYNE MCGEE, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>ACT</i> <i>106229A</i>	FOREST OIL CORPORATION	4/21/2006	732	169	'002514	Twp Blk Sec T&P RR CO SURVEY 54 6 Gr acs: 80.0000 Net acs: 20.0000 S2NW
✓ TX	REEVES	MIRROR	05036-000015	STATE OF TEXAS M 106567 MARY LOUISE CARDWELL INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>106567</i>	FOREST OIL CORPORATION	4/21/2006	732	179	'002515	Twp Blk Sec T&P RR CO SURVEY 54 6 Gr acs: 160.0000 Net acs: 160.0000 SW
✓ TX	REEVES	MIRROR	05036-000016-A	STATE OF TEXAS THE HAMILTON FAMILY LIVING REVOCABLE TRUST, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>106569A</i>	FOREST OIL CORPORATION	4/4/2006	732	199	'002517	Twp Blk Sec T&P RR CO SURVEY 54 6 Gr acs: 160.0000 Net acs: 160.0000 SE
✓ TX	REEVES	MIRROR	05036-000016-A	STATE OF TEXAS THE HAMILTON FAMILY LIVING REVOCABLE TRUST, INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS <i>106569</i>	FOREST OIL CORPORATION	4/4/2006	732	199	'002517	Twp Blk Sec T&P RR CO SURVEY 54 6

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Schedule A Leases
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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MIRROR	05036-000016-B	STATE OF TEXAS CLIFFORD H. BLATCHLEY AND BETTY BLATCHLEY REVOCABLE DECLARATION TRUST U/A/D 12/11/2000	FOREST OIL CORPORATION	4/4/2006	732	189	'002516	Gr acs: 160.0000 Net acs: 80.0000 NE Twp Blk Sec T&P RR CO SURVEY 54 6 Gr acs: 160.0000 Net acs: 80.0000 NE
TX	REEVES	MIRROR	05036-000009-G	STATE OF TEXAS CARROLLE N HATHAWAY INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	6/1/2006	737	266	'003587	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 26.5250 SE
TX	REEVES	MIRROR	05036-000013-C	STATE OF TEXAS M 106586 TED COLLINS JR INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	5/16/2006	734	842	'003095	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 26.6667 N2NW
TX	REEVES	MIRROR	05036-000013-D	STATE OF TEXAS M 106586 HOLTON G CAMPBELL INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	5/16/2006	734	812	'003092	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 6.1111 N2NW
TX	REEVES	MIRROR	05036-000013-E	STATE OF TEXAS W SCOTT CAMPBELL INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	5/16/2006	734	832	'003094	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 13.3333 N2NW
TX	REEVES	MIRROR	05036-000013-F	STATE OF TEXAS CHARISA J ALMAGER INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	5/16/2006	734	822	'003093	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 6.1111 N2NW
TX	REEVES	MIRROR	05036-000018-A	STATE OF TEXAS M 107696 TOM E JOHNSON INDIVIDUALLY AND ACTING AS AGENT FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	5/16/2006	737	276	'003588	Twp Blk Sec T&P RR CO SURVEY 4 55 8 Gr acs: 40.0000 Net acs: 4.0000 SW/4 SW/4 SECTION 8, CONTAINING 40 ACRES (AKA TRACTS 51, 52, 53 AND 54 OF SUBDIVISION OF SECTION 8 PER PLAT RECORDED IN PLAT VOLUME 1, PAGE 146 AND BEING THE SAME LANDS DESCRIBED IN WARRANTY DEED DATED 3/16/76 RECORDED AT 337 DR 733) BLOCK 55, T-4, T&P RR. CO. SURVEY.



St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MIRROR	05036-000019-A	STATE OF TEXAS JACK E BLAKE AND CAROL JO BLAKE HUSBAND AND WIFE INDIVIDUALLY AND AS AGENTS FOR THE STATE OF TEXAS	FOREST OIL CORPORATION	6/14/2006	736	29	'003375	Twp Blk Sec T&P RR CO SURVEY 4 55 8 Gr acs: 40.0000 Net acs: 13.3333 NENE, a/k/a TRACT 2, 1, 11, 12 OF SUBDIVISION OF SECTION 8 PER PLAT RECORDED IN PLAT VOLUME 1, PAGE 146
TX	REEVES	MIRROR	05036-000020-A	BOBBY DEAN RECEIVER FOR DEFENDANTS DR ANNA H ABEL ET AL IN CAUSE NO 99 09 16467 CVR IN THE DISTRICT COURT OF REEVES COUNTY TEXAS JANUARY 28 2000	FOREST OIL CORPORATION	8/11/2006	740	635	'004160	Twp Blk Sec H&GN RR CO SURVEY SECT 30 BLK 2 30 Gr acs: 640.0000 Net acs: 540.0000
TX	REEVES	MIRROR	05036-990001	AUGUST C SIEVERS JR	FOREST OIL CORPORATION	3/9/2006	734	253	'002918	Twp Blk Sec H&GN RR CO SURVEY SECT 35 BLK 2 35 20' (FEET) IN WIDTH ALONG, UPON AND ACROSS SEC. 35 IN THE H&GN RY CO SURVEY. COVERS -160.0 EXISTING ROADWAY AND 166.06 OF NEW ROADWAY TO SRVICE STATE 71-1 WELL IN SECTION 71, GA FRANKLIN SURVEY
TX	REEVES	MIRROR	05036-000010-C	STATE OF TEXAS 106256 HERBERT E FOUTS AND FRANCIS B FOUTS REVOCABLE LIVING TRUST, WILLIAM E FOUTS AND JUDITH FRANCES PATRICK CO-TRUSTEES	FOREST OIL CORPORATION	1/5/2006	729	292	'001895	Twp Blk Sec H & GN RR CO 2 36 Gr acs: 318.3000 Net acs: 106.1000 NW2
TX	REEVES	MIRROR	05036-000009-H	STATE OF TEXAS NELL E HASTINGS AGENT	FOREST OIL CORPORATION	2/14/2006	729	160	'001863	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 26.5250 SE
TX	REEVES	MIRROR	05036-000018-B	STATE OF TEXAS M 107696 NOBLE ROALTIES INC DBA NEWFORK ROYALTIES	FOREST OIL CORPORATION	9/15/2006	749	270	'005847	Twp Blk Sec T&P RR CO SURVEY 4 55 8 Gr acs: 40.0000 Net acs: 9.0000 SW/4 SW/4 SECTION 8, CONTAINING 40 ACRES (AKA TRACTS 51,52,53 AND 54 OF SUBDIVISION OF SECTION 8 PER PLAT RECORDED IN PLAT VOLUME 1, PAGE 146 AND BEING THE SAME LANDS DESCRIBED IN WARRANTY DEED DATED 3/16/76 RECORDED AT 337 DR 733) BLOCK 55, T-4, T&P RY. CO. SURVEY.
TX	REEVES	MIRROR	05036-000019-B	STATE OF TEXAS JOANN STRIBLING GARROTTO	FOREST OIL CORPORATION	8/22/2006	749	460	'005897	Twp Blk Sec T&P RR CO SURVEY 4 55 8 Gr acs: 40.0000 Net acs: 1.6667 NENE, a/k/a TRACT 2, 1, 11, 12 OF SUBDIVISION OF SECTION 8 PER PLAT RECORDED IN PLAT VOLUME 1, PAGE 146
TX	REEVES	MIRROR	05036-000023-A	STATE OF TEXAS STEVE F ARMSTRONG	FOREST OIL CORPORATION	9/6/2006	744	828	'004919	Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 20.0000

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Schedule A Leases
Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MIRROR	05036-000023-B	STATE OF TEXAS STEVE F ARMSTRONG TRUSTEE OF THE M&L ARMSTRONG TRUST	FOREST OIL CORPORATION	9/8/2006	744	838	004919	S/2NW Twp Blk Sec T&P RR CO SURVEY 4 54 6 Gr acs: 80.0000 Net acs: 20.0000 S/2NW
TX	REEVES	MIRROR <i>Surface Lease</i>	05036-990002	STATE OF TEXAS SL20030034	EGL RESOURCES INC	9/1/2003	762	226	001759	Twp Blk Sec T&P RR CO SURVEY SECT 1 BLK 54 4 54 1 BEING A 2.5 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 54, TOWNSHIP 4, T.P. RY. CO SURVEY REEVES COUNTY, TEXAS, GLO BASEFILE NO. 154133 AND FURTHER DEPICTED ON ATTACHED EXHIBIT B.
TX	REEVES	MIRROR	05036-000024	CHEVRON USA INC	E G L RESOURCES INC	1/1/2005	694	323		Twp Blk Sec T&P RR CO SURVEY SECT 1 BLK 54 4 54 1 Gr acs: 640.0000 Net acs: 640.0000 ALL
TX	REEVES	MIRROR	05036-000009-I	STATE OF TEXAS BY AGENT M BRAD BENNETT	FOREST OIL CORPORATION	1/30/2006	729	562	001953	Twp Blk Sec H & GN SURVEY 2 36 Gr acs: 318.3000 Net acs: 60.0000 SE
TX	REEVES	MIRROR	05036-000025-A	BLAKE OIL & GAS CORPORATION	FOREST OIL CORPORATION	9/10/2008	808	208		Twp Blk Sec PSL SURVEY SECT 8 BLK C20, C20 8 ALL
TX	REEVES	MIRROR	05036-000025-B	DELMON HODGES	FOREST OIL CORPORATION	7/23/2008	800	555		Twp Blk Sec PSL SURVEY SECT 8 BLK C20, C20 8 ALL
TX	REEVES	MIRROR	05036-000025-C	JONT TYSON INDV AND EXECUTOR OF THE ESTATE OF LUCY B LAWSON DEC	FOREST OIL CORPORATION	11/10/2008	812	719		Twp Blk Sec PSL SURVEY SECT 8 BLK C20, C20 8 ALL
TX	REEVES	MIRROR	05036-000025-D	D LLOYD HENDERSON TESTAMENTARY TRUST AND DON K HENDERSON TESTAMENTARY TRUST D LLOYD HENDERSON AND WELLS FARGO BANK NA CO-TRUSTEES AND DON K HENDERSON AND WELLS FARGO BANK NA CO-TRUSTEES	FOREST OIL CORPORATION	3/4/2009	817	679		Twp Blk Sec PSL SURVEY SECT 8 BLK C20, C20 8 ALL
TX	REEVES	MTACQ	04144-000001	AT RANDOLPH JB LAMKIN GERTRUDE ZINCK JOINED BY HER HUSBAND H A ZINCK AND TOM BALL INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ROSA B LAMKIN DECEASED INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS LEASE M 40133	WILLIAM W. CAMPBELL	1/21/1953	151	58		Twp Blk Sec T&P RR CO SURVEY 57 34 Gr acs: 320.0000 Net acs: 320.0000 S2



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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MTACQ	04144-000002-A	PEARL G FORTUNE	J. A. MATTHEWS	9/10/1970	297	206		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 320.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-B	R S BRENNAND JR	J. A. MATTHEWS	9/1/1970	297	241		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 40.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-C	ROBERT L WOOD AND MAE FILES	J. A. MATTHEWS	11/10/1970	297	667		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 10.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-D	F L HOUGHTON JR AND SUE M J. A. MATTHEWS		1/11/1971	298	736		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 12.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-E	DELLA RAE MURPHY	J. A. MATTHEWS	1/11/1971	298	738		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 20.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-F	THOMAS GRAVES	J. A. MATTHEWS	2/9/1971	302	83		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 5.0000 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-G	J F BROWN AND HER HUSBAND	J. A. MATTHEWS	2/9/1971	302	90		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 1.2500 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-H	M H LANG AND HUSBAND A O	J. A. MATTHEWS	3/15/1971	305	78		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 1.2500 S2, S2N2 AS TO ALL DEPTHS; N2N2 AS TO RIGHTS BELOW 3200'
TX	REEVES	MTACQ	04144-000002-I	R E BOYLE	J. A. MATTHEWS	6/26/1972	314	67		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 2.5000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-J	CARL B AND FLORENCE E KING	J. A. MATTHEWS	8/22/1972	314	758		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 72.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-K	JAMES D DYE IND AND AS IND	J. A. MATTHEWS	6/28/1972	314	761		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 36.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET

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Schedule A Leases
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St	County	Prospect	Lease No.	Lessor	Lessee	Lease date	First Book	First Page	First Ref	Legal desc
TX	REEVES	MTACQ	04144-000002-L	MARTHA JEAN MOSES	J. A. MATTHEWS	8/22/1972	314	764		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 24.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-M	PETER N WIGGINS III	J. A. MATTHEWS	8/22/1972	314	767		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 18.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-N	WILLIAM R WIGGINS	J. A. MATTHEWS	8/22/1972	314	770		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 18.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-O	FRANKIE R VOGT	J. A. MATTHEWS	8/22/1972	314	773		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 12.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-P	MARIE E BENSON	SUPERIOR OIL COMPANY	8/22/1972	314	776		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 12.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000002-Q	J E WARREN AND MARJORIE F. J. A. MATTHEWS		8/22/1972	314	779		Twp Blk Sec T&P RR CO SURVEY 57 3 Gr acs: 640.0000 Net acs: 36.0000 ALL, SAVE AND EXCEPT ABOVE THE DEPTH OF 3200 FEET
TX	REEVES	MTACQ	04144-000004	TXL M UNIT ORI	STANDARD OIL COMPANY OF TEXAS	1/1/1990	268	391		T&P RR CO SURVEY, SECTION 47: N/2 SW/4, TOWNSHIP 2 LIMITED TO DEPTHS FROM THE S URFACE TO 3,069'
TX	REEVES	MTACQ	04144-000005	G RANDOLPH UNIT ORI	STANDARD OIL COMPANY OF TEXAS	2/22/1995	269	92		T&P RR CO SURVEY SECTION 46: S/2 NE/4, TOWNSHIP 2 LIMITED TO DEPTHS FROM THE SU RFACE TO 3,070'
TX	REEVES	MTACQ	04144-000006	J RANDOLPH UNIT ORI	STANDARD OIL COMPANY OF TEXAS	1/1/1990	278	198		T&P RR CO SURVEY, SECTION 46: N/2 NW/4, TOWNSHIP 2 LIMITED TO DEPTHS FROM THE SURFACE TO 2,991'
TX	REEVES	MTACQ	04144-990001	ATLANTIC RICHFIELD CO	CHEVRON USA, INC	6/3/1987				Twp Blk Sec T&P RR CO SURVEY 2 57 34 SWD WELL WALSH & WATTS
TX	REEVES	MTACQ	04144-990002	HOUSTON GOODSPEED JOE BANE GOODSPEED PECOS BEND ROYALTIES LP MARY JANE ROGERS DOYLE FOSTER GOODSPEED JR TOBI STEPAN TERI FORTUNE LINDA SPIRES GAYLE WALKER DARLINE GOODSPEED GRACIE ATKINSON	FOREST OIL CORPORATION	3/20/2006	749	813	005990	Twp Blk Sec T&P RR CO SURVEY T-3 57 3 WELLBORE LOCATED 1000 FEET FROM THE NORTH LINE AND 1500 FEET FROM THE EAST LINE OF SEC. 3, BLOCK 67



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ST TX	County REEVES	Prospect MTACQ	Lease No. 04144-000007-A	Lessor STATE OF TEXAS T H MCELVAIN OIL AND GAS LIMITED PARTNERSHIP	Lessee FOREST OIL CORPORATION	Lease date 2/1/2007	First Book 757	First Page 412	First Ref '000867	Legal desc Twp Blk Sec T&P RR CO SURVEY 57 2 Gr acs: 160.0000 Net acs: 40.0000 NW
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Schedule A Marketing Contracts
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between Sandridge Exploration and Production as Purchaser, and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

<u>FIELD</u>	<u>GAS CONTRACT</u>	<u>OIL CONTRACT</u>	<u>STATE</u>	<u>COUNTY</u>
VERMEJO	ANADARKO - UNIVERSITY 19-08 #1	Plains -Apollo,Cement,Gomez,Haley,Gracie	TX	REEVES
VERMEJO	ConocoPhillips Naesb and Enterprise State 71-2 Transport		TX	REEVES
DIMMITT	ConocoPhillips Naesb and Enterprise Vermejo Transport	Plains -Apollo,Cement,Gomez,Haley,Gracie	TX	REEVES



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Attached to General Assignment and Bill of Sale Effective November 1, 2009, between Sandridge Exploration and Production, LLC as Purchaser,
and Forest Oil Corporation and Forest Oil Permian Corporation, as Seller

Well Name	Operator name	Field	County	State	Prospect Name
FORTUNE UNIT 01	FOREST OIL CORPORATION	DIMM	REEVES	TX	MTACQ
FORTUNE UNIT 02R	FOREST OIL CORPORATION	DIMM	REEVES	TX	MTACQ
RANDOLPH STATE GU 01	RIO PETROLEUM INC	DIMM	REEVES	TX	MTACQ
STATE 71 #1	FOREST OIL CORPORATION	VER	REEVES	TX	MIRROR
STATE 71 #1R	FOREST OIL CORPORATION	VER	REEVES	TX	MIRROR
STATE 71-02	FOREST OIL CORPORATION	VER	REEVES	TX	MIRROR
TXL 01-01	FOREST OIL CORPORATION	VER	REEVES	TX	MIRROR

Page 1 of 1

FILED FOR RECORD ON THE 4TH DAY OF JANUARY A.D. 2010 11:47 AM

DUK RECORDED ON THE 7TH DAY OF JANUARY A.D. 2010 9:00 A.M.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

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



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

BOOK 835 PAGE 121

74 ~~MF~~

File # MF 040133

~~ASSIGNMENT FILED IN MF~~

Date Filed: 6/3/10

Jerry E. Patterson, Commissioner

By MR

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in Vol. 835 PAGE 92 THRU 121 OFFICIAL PUBLIC RECORDS

I hereby certified on 05/03/2010

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
By Dalia Gatindo DEPUTY



2010



TEXAS

GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 1, 2012

Natalie Holeman
Exploration Land Services, LLC
PO Box 52105
Lafayette, LA 70505

RE: GLO Assignment ID # 8208

Dear Ms. Holeman,

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

Assignment of Oil and Gas Lease, effective June 1, 2012, from Rio Petroleum, Inc., as Assignee, to Petrohawk Properties, LP as Assignee. MF040133, Reeves Co. #12-04819.

Assignment of Oil and Gas Lease, effective June 1, 2012, from Jim Zabcik, as Assignor, to Petrohawk Properties, LP, as Assignee. MF040133, Reeves Co. #12-05302.

Filing fees of \$50.00 were received in connection with the above assignment. If you have questions, please feel free to contact me.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

<i>GLO ID</i>		<i>County</i>	<i>Lease</i>
8208	Reeves		MF040133

Wednesday, August 01, 2012

HK-0065

MF040133

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.

12-05302
FILED FOR RECORD
REEVES COUNTY, TEXAS
JUL 19, 2012 at 04:22:00 PM

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS }}
 }}
COUNTY OF REEVES }}

KNOW ALL MEN BY THESE PRESENTS:

MF 040133

ID 8208

THIS ASSIGNMENT ("Assignment") is effective as of June 25, 2012, at 7:00 a.m. CDT ("Effective Time"), by and between **JIM ZABCIK**, (hereinafter "Assignor"), whose address is 4022 Colquitt Street, Houston, Texas 77027, and **PETROHAWK PROPERTIES, LP**, ("Assignee"), whose address is 6100 South Yale Avenue, Suite 500, Tulsa, Oklahoma 74136.

WITNESSETH:

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, conveys and assigns to Assignee, subject to the reservations herein, the following:

- (a) All of Assignor's leasehold interests in and to the oil & gas lease described in Exhibit "A" attached hereto and made a part hereof by reference, insofar and only insofar as said oil and gas lease pertains to Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, and all of the following rights and interests attributable to those interests;
- (b) All rights, privileges, benefits and powers with respect thereto and use and occupancy of the surface and subsurface depths under the surface covered thereby which are necessary or incidental to the possession and enjoyment thereof or any interest therein under the terms of the leases applicable thereto; and
- (c) All agreements, contracts and rights of Assignor insofar as the same relate to the lands described on Exhibit "A". All properties and rights (contractual and otherwise) described in (a) through (c) above and conveyed hereby, are sometimes referred to hereinafter as the "Properties".

ASSIGNOR HEREBY EXPRESSLY EXCEPTS, RESERVES AND RETAINS, unto itself its successors and assigns, an overriding royalty (referred to hereinafter as "Assignor's Overriding Royalty") on all oil and gas and other minerals produced from or allocated to the Properties as to each of the leases described on Exhibit "A", equal to Twenty-Five (25.0%), less existing burdens (including the royalty reserved to the owners of the minerals covered by oil and gas leases under the terms of such leases), of;

- (a) All oil, distillate, condensate and other liquid or liquefiable hydrocarbons produced and saved, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells or, at Assignor's option, to the credit of Assignor into the pipeline to which said well or wells may be connected; and
- (b) The market value at the well of all gas and casinghead gas produced and saved, which shall be paid to Assignor free of all costs and expenses, except taxes on production; and
- (c) All other minerals produced and saved, free of all costs and expenses, except taxes on production.

With respect to Assignor's Overriding Royalty, Assignor and Assignee agree as follows:

- (a) "Existing Burdens" shall mean all royalties, overriding royalties, production payments, net profits obligations, carried working interests, and all other payments out of production with which the Properties are burdened as of the Effective Time.
- (b) In the event a lease hereby assigned covers less than all of the oil and gas and mineral rights in the entire oil and gas mineral estate in the land described therein (whether or not such lease purports to cover a whole or fractional interest), or, in the event the leasehold interest hereby assigned in a lease is less than the whole leasehold interest in such lease, the Assignor's Overriding Royalty with respect to such lease shall be proportionately reduced in accordance with the extent of the oil and gas mineral rights covered by such lease, or the portion of the leasehold interest in such lease which is hereby assigned, whichever is applicable, and further;
- (c) If Assignee exercises any pooling rights contained in any of the leases comprising the Properties, Assignor's overriding royalty insofar as it covers such leases shall be unitized and paid on a unitized basis.

TO HAVE AND TO HOLD the Properties, subject to the following terms and conditions:

1. Term of Assignment. This Assignment shall be for a term of three (3) years from the effective date ("Assignment Term") and for so long thereafter as oil and/or gas are produced in paying quantities from the properties or from lands validly pooled therewith or for so long as the Assignment is otherwise maintained in effect pursuant to the provisions hereof.



True and Correct
Copy of
Original Filed in
Reeves County,
Texas

2. Extension by Drilling or Reworking.

(a) If at the expiration of the Assignment Term, oil and/or gas are not being produced from the Properties or lands validly pooled herewith, but Assignee is then engaged in drilling or reworking operations thereon, this Assignment shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same well or different wells), with no cessation of more than ninety (90) consecutive days, and, if they result in production, for so long thereafter as oil and/or gas are produced in paying quantities from the Properties or lands validly pooled therewith. If oil and/or gas on the Properties or lands validly pooled therewith should cease producing in paying quantities from any cause, this Assignment nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on the Properties or on lands validly pooled therewith, with no cessation of more than ninety (90) consecutive days and, if production in paying quantities is obtained, this Assignment shall continue as long thereafter as oil and/or gas is produced in paying quantities from the Properties or lands validly pooled therewith.

3. Continuous Development and Shut-in Well.

(a) If Assignee, at the expiration of the Assignment Term, is engaged in actual drilling operations, this Assignment shall remain in full force and effect as to all lands covered hereby for so long as such operations continue to completion or abandonment and for so long thereafter as continuous development is conducted, being defined as no more than 180 days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on another well; or

(b) If at the expiration of the Assignment Term, Assignee is not conducting actual drilling operations, but Assignee has completed a well on the Properties prior to the expiration of the Assignment Term which is capable of producing oil and/or gas in paying quantities, this Assignment shall remain in full force and effect for so long as actual drilling operations on an additional well are commenced within 180 days following the expiration of the Assignment Term, and this Assignment shall continue in force for so long thereafter as continuous development is conducted, being defined as no more than 180 days elapsing between completion or abandonment of one well and the commencement of actual drilling operations on the next succeeding well.

(c) At such time as Assignee (1) fails to commence said continuous development, or (2) once commenced, fails to continue same, this Assignment shall automatically terminate as to all land not included within a proration unit assigned to a well then producing oil or gas in paying quantities and said lands shall automatically revert to Assignor without the necessity of any action on the part of any person. If no special field rules have been adopted by the governmental authority having jurisdiction, then such proration unit shall be deemed to be 40 acres for vertical oil wells, 160 acres for vertical gas wells, 320 acres for horizontal oil wells and 640 acres for horizontal gas wells. In the event the governmental authority having jurisdiction prescribes or permits, pursuant to its regulations, the assignment of more acreage than that specified herein in this paragraph to a well for purposes of well spacing, or density, or allowable determination without an exception to such regulations, then this term assignment shall continue in force and effect as to the amount of acreage surrounding each well required or permitted by such regulations to be included in the drilling unit for such well or required or permitted in order for the well to be assigned the maximum producing allowable.

(d) Notwithstanding any other provision herein to the contrary, this Assignment shall remain in full force and effect for so long as Assignee is conducting continuous drilling operations as provided for herein. Upon the expiration of the assignment term or upon cessation of continuous drilling operations, whichever date is later, this Assignment shall terminate save and except all depths as assigned herein and described in Exhibit "A" down to 100 feet below the stratigraphic equivalent of the deepest depth drilled.

(e) Notwithstanding the automatic nature of such reversion, Assignee shall within thirty (30) days of such cessation prepare and provide Assignor with a recordable reassignment conforming record title to the true state of facts. All lands reassigned shall be free and clear of all liens, claims and encumbrances created by, through or under Assignee. No termination and reversion hereunder shall relieve Assignee of its obligation to properly plug and abandon any well operated by Assignor on the lands and to clean the surrounding lands in compliance with the terms of the applicable agreements, rules, regulations, laws and ordinances. Similarly, no such termination or reversion shall relieve Assignee of its obligation to defend and indemnify Assignor as set forth herein.

(f) The "completion date" for any well drilled pursuant to this assignment shall be the earlier of 1) the date the official well completion report is filed with the Texas Railroad Commission or any successor agency, or 2) thirty (30) days after the release of the drilling rig from the location.

4. Indemnities and Assumption of Obligations and Condition of the Properties.

(a) Assignee shall fully protect, indemnify and defend Assignor, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property, except as specifically set out in paragraph 4(c) below, arising out of or connected with the ownership or operation of the Properties, or any part thereof, by Assignee.

(b) Assignor shall fully protect, indemnify and defend Assignee, its officers, agents and/or employees and hold them harmless from any and all claims, relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property, except as specifically set out in paragraph 4(c) below, arising out of or in connection with Assignor's ownership or operation of the Properties, or any part thereof, accruing before the Effective Time.

(c) Assignee shall timely perform and discharge all duties and obligations of the owner of the Properties, including but not limited to: restoration of the surface, environmental and pollution clean up, plugging

and abandonment of any and all existing and future wells; and Assignor shall incur no liability for Assignee's failure to properly perform and discharge such duties and obligations. Assignee shall fully protect, indemnify, defend and hold Assignor, its officers, agents and/or employees harmless against any and all claims for pollution and/or environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by or arising out of ownership or operations conducted on the Properties during the term of this Assignment.

5. Deferred Development. If drilling operations are not commenced on said land or on acreage pooled with such land, or any part thereof, on or before one year from the Effective Time, then on or before such anniversary date Assignee shall pay or tender to Assignor or to the credit of Assignor at such depository bank as Assignor may designate by written directive to Assignee a penalty of four hundred dollars (\$400) per net mineral acre, proportionately reduced to Assignor's interest (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for the duration of the Assignment Term. The payment or tender of rental may be made by the check or draft of Assignee mailed to Assignor at Assignor's above specified address, or delivered to Assignor, or mailed or delivered to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Assignee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Assignor shall deliver to Assignee a proper recordable instrument, naming another bank as agent to receive such payments or tenders or instructing Assignee to make such payments directly to Assignor. If such bank charges or deducts a fee for acting as depository or any other reason, such charge shall be borne by Assignor. Assignee may at any time or times execute and deliver to Assignor or to the designated depository bank, or place of record, a release or releases covering any portion or portions of the land covered hereby (or any one or more zones, formations or substances thereunder) and thereby surrender this assignment as to such portion or portions and be relieved of all obligations in connection therewith, and thereafter the rentals, if any, payable hereunder (but not the rentals that shall have accrued before such release) shall be reduced in the proportion that the surface acreage covered hereby is reduced by said release or releases. The commencement of drilling operations on or before one year from the Effective Time shall relieve Assignee of the obligation to pay rental hereunder.

6. Extension Beyond Assignment Term. Assignor hereby grants Assignee the option to extend the Assignment Term as to all or any portion of the subject property covered by the leases being assigned herein for an additional two (2) years from the expiration of the original Assignment Term hereof. This option may be exercised by Assignee or its successors or assigns, at any time prior to the expiration of the original Assignment Term by paying to Assignor an amount equal to 100% of the original bonus payment per net mineral acre for each acre so extended. Such payment shall be based upon the number of net mineral acres neither previously released nor being maintained by other provisions hereof. This payment may be made by the check or draft of Assignee mailed or delivered to Assignor during the Assignment Term hereof.

7. Assignment. Assignee shall not assign, sell or transfer the Properties without the consent of the Assignor, or his representative, which consent will not be unreasonably withheld, it being the intent that Assignor is informed of all changes of ownership regarding the Properties.

8. Reassignment. Within thirty (30) days after complete termination of this Agreement under provisions of Paragraphs 1, 2 or 3 hereof, Assignee shall execute and deliver to Assignor a reassignment of all acreage required to be reassigned.

9. Assignor does not warrant title to the rights, powers and interests assigned through this Term Assignment, except that the Assignor warrants title to every person claiming by, through or under Assignor, but not otherwise.

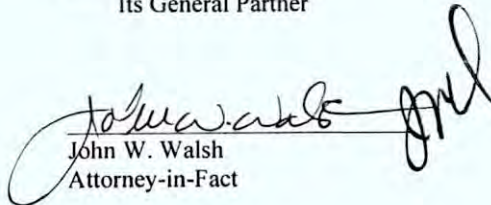
EXECUTED AS OF THE 26 DAY OF June, 2012, but to be effective as of the Effective Time.

Assignor:


Jim Zabcik

Assignee:

PETROHAWK PROPERTIES, LP
By: P-H Energy, LLC
Its General Partner


John W. Walsh
Attorney-in-Fact



True and Correct
Copy of
Original filed in
San Antonio
County
Texas
11/11/12

Acknowledgments

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared JIM ZABCIK, 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 26th day of June, 2012.



Lilli Anne Colbert
Notary Public in and for the State of Texas
My commission expires: 3/23/2016



STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 12th day of July, 2012, by John W. Walsh, Attorney-in-Fact of P-H Energy, LLC, general partner of Petrohawk Properties, LP, a Texas limited partnership, on behalf of said limited partnership.



Kristy Lynn Stepanski
Notary Public in and for the State of Texas
My commission expires: 4-6-2013



True and Correct
copy of
Original filed in
Harris County
Clerk's Office

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease, effective June 25, 2012, at 7:00 a.m. CDT, from JIM ZABCIK, as Assignor, in favor of PETROHAWK PROPERTIES, LP, as Assignee.

Lessor: A.T. Randolph, et al
Lessee: William W. Cambell
Dated: January 21, 1953
Recorded: Volume 151, Page 58, File Number 1299, Deed Records of Reeves County, Texas

MF-040133

INSOFAR AND ONLY INSOFAR as the above mentioned lease covers the South Half (S/2) of Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, containing 320 acres, more or less, **LESS AND EXCEPT** all depths from the surface of the earth down to 4,000 feet and from 12,850 feet down to 15,950 feet.

It is the intention of Assignor and Assignee that all rights and depths between 4,000 feet and 12,850 feet, and from 15,950 feet and below be assigned herein.



True and Correct
copy of
Original filed in
Reeves County
Clerk's Office

THIS STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Florez, County Clerk, do hereby certify that the foregoing is a true and correct copy of
the original as the same was filed in my office this _____ day of _____, 2012.
Dianne O. Florez, County Clerk
5
TO CERTIFY WHICH, Witness my hand and official seal as County Clerk, Texas
this _____ day of _____, 2012.
DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

12-05302
DIANNE O. FLOREZ
COUNTY CLERK
2012 Jul 19 at 04:22 PM
REEVES COUNTY, TEXAS
By: AC Aurora C. DEPUTY

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3
2
1

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of Assignment of Debt Affidavit dated June 25, 2012, filed for record in my office this 19th day of July 2012 at 4:25h M, under Clerk's File No. 67-05302, to be recorded in the Official Public Record Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas this 19th day of July, 2012.

By Mary Clark, Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

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.

12-04819
FILED FOR RECORD
REEVES COUNTY, TEXAS
Jul 02, 2012 at 09:54:00 AM

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS }}

}}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF REEVES }}

}}

ID 8208

THIS ASSIGNMENT ("Assignment") is effective as of June 1, 2012, at 7:00 a.m. CDT ("Effective Time"), by and between **RIO PETROLEUM, INC.**, (hereinafter "Assignor"), whose address is 2805 West 15th Avenue, Amarillo, Texas 79102, and **PETROHAWK PROPERTIES, LP**, ("Assignee"), whose address is 6100 South Yale Avenue, Suite 500, Tulsa, Oklahoma 74136.

W I T N E S S E T H:

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, conveys and assigns to Assignee, subject to the reservations herein, the following:

(a) All of Assignor's leasehold interests in and to the oil & gas leases described in Exhibit "A" attached hereto and made a part hereof by reference, insofar and only insofar as said oil and gas lease pertains to Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, and all of the following rights and interests attributable to those interests;

(b) All rights, privileges, benefits and powers with respect thereto and use and occupancy of the surface and subsurface depths under the surface covered thereby which are necessary or incidental to the possession and enjoyment thereof or any interest therein under the terms of the leases applicable thereto; and

(c) All agreements, contracts and rights of Assignor insofar as the same relate to the lands described on Exhibit "A". All properties and rights (contractual and otherwise) described in (a) through (c) above and conveyed hereby, are sometimes referred to hereinafter as the "Properties".

ASSIGNOR HEREBY EXPRESSLY EXCEPTS, RESERVES AND RETAINS, unto itself its successors and assigns, an overriding royalty (referred to hereinafter as "Assignor's Overriding Royalty") on all oil and gas and other minerals produced from or allocated to the Properties as to each of the leases described on Exhibit "A", equal to Twenty-Five (25.0%), less existing burdens (including the royalty reserved to the owners of the minerals covered by oil and gas leases under the terms of such leases), of;

(a) All oil, distillate, condensate and other liquid or liquefiable hydrocarbons produced and saved, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells or, at Assignor's option, to the credit of Assignor into the pipeline to which said well or wells may be connected; and

(b) The market value at the well of all gas and casinghead gas produced and saved, which shall be paid to Assignor free of all costs and expenses, except taxes on production; and

(c) All other minerals produced and saved, free of all costs and expenses, except taxes on production.

With respect to Assignor's Overriding Royalty, Assignor and Assignee agree as follows:

(a) "Existing Burdens" shall mean all royalties, overriding royalties, production payments, net profits obligations, carried working interests, and all other payments out of production with which the Properties are burdened as of the Effective Time.

(b) In the event a lease hereby assigned covers less than all of the oil and gas and mineral rights in the entire oil and gas mineral estate in the land described therein (whether or not such lease purports to cover a whole or fractional interest), or, in the event the leasehold interest hereby assigned in a lease is less than the whole leasehold interest in such lease, the Assignor's Overriding Royalty with respect to such lease shall be proportionately reduced in accordance with the extent of the oil and gas mineral rights covered by such lease, or the portion of the leasehold interest in such lease which is hereby assigned, whichever is applicable, and further;

(c) If Assignee exercises any pooling rights contained in any of the leases comprising the Properties, Assignor's overriding royalty insofar as it covers such leases shall be unitized and paid on a unitized basis.

TO HAVE AND TO HOLD the Properties, subject to the following terms and conditions:

1. Term of Assignment. This Assignment shall be for a term of three (3) years from the effective date ("Assignment Term") and for so long thereafter as oil and/or gas are produced in paying quantities from the properties or from lands validly pooled therewith or for so long as the Assignment is otherwise maintained in effect pursuant to the provisions hereof.



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

2. Extension by Drilling or Reworking.

(a) If at the expiration of the Assignment Term, oil and/or gas are not being produced from the Properties or lands validly pooled herewith, but Assignee is then engaged in drilling or reworking operations thereon, this Assignment shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same well or different wells), with no cessation of more than ninety (90) consecutive days, and, if they result in production, for so long thereafter as oil and/or gas are produced in paying quantities from the Properties or lands validly pooled therewith. If oil and/or gas on the Properties or lands validly pooled therewith should cease producing in paying quantities from any cause, this Assignment nevertheless shall continue in force and effect as long as additional drilling operations or reworking operations are conducted on the Properties or on lands validly pooled therewith, with no cessation of more than ninety (90) consecutive days and, if production in paying quantities is obtained, this Assignment shall continue as long thereafter as oil and/or gas is produced in paying quantities from the Properties or lands validly pooled therewith.

3. Continuous Development and Shut-in Well.

(a) If Assignee, at the expiration of the Assignment Term, is engaged in actual drilling operations, this Assignment shall remain in full force and effect as to all lands covered hereby for so long as such operations continue to completion or abandonment and for so long thereafter as continuous development is conducted, being defined as no more than 180 days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on another well; or

(b) If at the expiration of the Assignment Term, Assignee is not conducting actual drilling operations, but Assignee has completed a well on the Properties prior to the expiration of the Assignment Term which is capable of producing oil and/or gas in paying quantities, this Assignment shall remain in full force and effect for so long as actual drilling operations on an additional well are commenced within 180 days following the expiration of the Assignment Term, and this Assignment shall continue in force for so long thereafter as continuous development is conducted, being defined as no more than 180 days elapsing between completion or abandonment of one well and the commencement of actual drilling operations on the next succeeding well.

(c) At such time as Assignee (1) fails to commence said continuous development, or (2) once commenced, fails to continue same, this Assignment shall automatically terminate as to all land not included within a proration unit assigned to a well then producing oil or gas in paying quantities and said lands shall automatically revert to Assignor without the necessity of any action on the part of any person. If no special field rules have been adopted by the governmental authority having jurisdiction, then such proration unit shall be deemed to be 40 acres for vertical oil wells, 160 acres for vertical gas wells, 320 acres for horizontal oil wells and 640 acres for horizontal gas wells. In the event the governmental authority having jurisdiction prescribes or permits, pursuant to its regulations, the assignment of more acreage than that specified herein in this paragraph to a well for purposes of well spacing, or density, or allowable determination without an exception to such regulations, then this term assignment shall continue in force and effect as to the amount of acreage surrounding each well required or permitted by such regulations to be included in the drilling unit for such well or required or permitted in order for the well to be assigned the maximum producing allowable.

(d) Notwithstanding any other provision herein to the contrary, this Assignment shall remain in full force and effect for so long as Assignee is conducting continuous drilling operations as provided for herein. Upon the expiration of the assignment term or upon cessation of continuous drilling operations, whichever date is later, this Assignment shall terminate save and except all depths as assigned herein and described in Exhibit "A" down to 100 feet below the stratigraphic equivalent of the deepest depth drilled.

(e) Notwithstanding the automatic nature of such reversion, Assignee shall within thirty (30) days of such cessation prepare and provide Assignor with a recordable reassignment conforming record title to the true state of facts. All lands reassigned shall be free and clear of all liens, claims and encumbrances created by, through or under Assignee. No termination and reversion hereunder shall relieve Assignee of its obligation to properly plug and abandon any well operated by Assignor on the lands and to clean the surrounding lands in compliance with the terms of the applicable agreements, rules, regulations, laws and ordinances. Similarly, no such termination or reversion shall relieve Assignee of its obligation to defend and indemnify Assignor as set forth herein.

(f) The "completion date" for any well drilled pursuant to this assignment shall be the earlier of 1) the date the official well completion report is filed with the Texas Railroad Commission or any successor agency, or 2) thirty (30) days after the release of the drilling rig from the location.

4. Indemnities and Assumption of Obligations and Condition of the Properties.

(a) Assignee shall fully protect, indemnify and defend Assignor, its officers, agents and/or employees and hold them harmless from any and all claims, losses, damages, demands, suits, causes of action, and liabilities relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property, except as specifically set out in paragraph 4(c) below, arising out of or connected with the ownership or operation of the Properties, or any part thereof, by Assignee.

(b) Assignor shall fully protect, indemnify and defend Assignee, its officers, agents and/or employees and hold them harmless from any and all claims, relating to injury or death of any person or persons whomsoever, and/or damage to or loss of property, except as specifically set out in paragraph 4(c) below, arising out of or in connection with Assignor's ownership or operation of the Properties, or any part thereof, accruing before the Effective Time.

(c) Assignee shall timely perform and discharge all duties and obligations of the owner of the Properties, including but not limited to: restoration of the surface, environmental and pollution clean up, plugging



and abandonment of any and all existing and future wells; and Assignor shall incur no liability for Assignee's failure to properly perform and discharge such duties and obligations. Assignee shall fully protect, indemnify, defend and hold Assignor, its officers, agents and/or employees harmless against any and all claims for pollution and/or environmental damage of any kind, any fines or penalties assessed on account of such damage, caused by or arising out of ownership or operations conducted on the Properties during the term of this Assignment.

5. Deferred Development. If drilling operations are not commenced on said land or on acreage pooled with such land, or any part thereof, on or before one year from the Effective Time, then on or before such anniversary date Assignee shall pay or tender to Assignor or to the credit of Assignor at such depository bank as Assignor may designate by written directive to Assignee a penalty of four hundred dollars (\$400) per net mineral acre, proportionately reduced to Assignor's interest (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for the duration of the Assignment Term. The payment or tender of rental may be made by the check or draft of Assignee mailed to Assignor at Assignor's above specified address, or delivered to Assignor, or mailed or delivered to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Assignee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Assignor shall deliver to Assignee a proper recordable instrument, naming another bank as agent to receive such payments or tenders or instructing Assignee to make such payments directly to Assignor. If such bank charges or deducts a fee for acting as depository or any other reason, such charge shall be borne by Assignor. Assignee may at any time or times execute and deliver to Assignor or to the designated depository bank, or place of record, a release or releases covering any portion or portions of the land covered hereby (or any one or more zones, formations or substances thereunder) and thereby surrender this assignment as to such portion or portions and be relieved of all obligations in connection therewith, and thereafter the rentals, if any, payable hereunder (but not the rentals that shall have accrued before such release) shall be reduced in the proportion that the surface acreage covered hereby is reduced by said release or releases. The commencement of drilling operations on or before one year from the Effective Time shall relieve Assignee of the obligation to pay rental hereunder.

6. Extension Beyond Assignment Term. Assignor hereby grants Assignee the option to extend the Assignment Term as to all or any portion of the subject property covered by the leases being assigned herein for an additional two (2) years from the expiration of the original Assignment Term hereof. This option may be exercised by Assignee or its successors or assigns, at any time prior to the expiration of the original Assignment Term by paying to Assignor an amount equal to 100% of the original bonus payment per net mineral acre for each acre so extended. Such payment shall be based upon the number of net mineral acres neither previously released nor being maintained by other provisions hereof. This payment may be made by the check or draft of Assignee mailed or delivered to Assignor during the Assignment Term hereof.

7. Assignment. Assignee shall not assign, sell or transfer the Properties without the consent of the Assignor, or his representative, which consent will not be unreasonably withheld, it being the intent that Assignor is informed of all changes of ownership regarding the Properties.

8. Reassignment. Within thirty (30) days after complete termination of this Agreement under provisions of Paragraphs 1, 2 or 3 hereof, Assignee shall execute and deliver to Assignor a reassignment of all acreage required to be reassigned.

9. Assignor does not warrant title to the rights, powers and interests assigned through this Term Assignment, except that the Assignor warrants title to every person claiming by, through or under Assignor, but not otherwise.

10. Money Direction. Assignor hereby directs Assignee, or its successors or assigns, to tender Assignor's portion of all bonus, rentals, royalty or any other monies accruing under this Assignment attributable to Assignor's interest directly to **BARLOW PROJECTS, INC.** at the address shown hereinbelow:

BARLOW PROJECTS, INC.
2805 West 15th Avenue
Amarillo, Texas 79102

EXECUTED AS OF THE 11 DAY OF June, 2012, but to be effective as of the Effective Time.

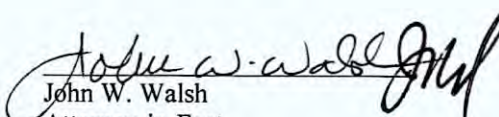
Assignor:

RIO PETROLEUM, INC.


James B. Marcum,
Vice President

Assignee:

PETROHAWK PROPERTIES, LP
By: P-H Energy, LLC
Its General Partner


John W. Walsh
Attorney-in-Fact

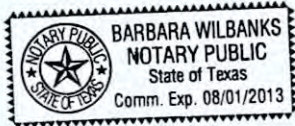


Acknowledgments

STATE OF TEXAS

COUNTY OF POTTER

The foregoing instrument was acknowledged before me this 11 day of June, 2012, by James B. Marcum, as Vice President of RIO PETROLEUM, INC., a Texas corporation, on behalf of said corporation.



Barbara Wilbanks
Notary Public in and for the State of Texas
My commission expires: 8-1-2013

STATE OF Louisiana

~~COUNTY~~ PARISH OF Caddo

The foregoing instrument was acknowledged before me this 22nd day of June, 2012, by John W. Walsh, Attorney-in-Fact of P-H Energy, LLC, general partner of Petrohawk Properties, LP, a Texas limited partnership, on behalf of said limited partnership.

Brenda G. Sumrall
Notary Public in and for the State of _____
My commission expires: _____

BRENDA G. SUMRALL, NOTARY PUBLIC
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
NOTARY ID # 28854



Exhibit "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases, effective June 1, 2012, at 7:00 a.m. CDT, from RIO PETROLEUM, INC., as Assignor, in favor of PETROHAWK PROPERTIES, LP, as Assignee.

Lessor: A.T. Randolph, et al
Lessee: William W. Cambell
Dated: January 21, 1953
Recorded: Volume 151, Page 58, File Number 1299, Deed Records of Reeves County, Texas

MF-040133-512

INSOFAR AND ONLY INSOFAR as the above mentioned lease covers the South Half (S/2) of Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, containing 320 acres, more or less, **LESS AND EXCEPT** all depths from the surface of the earth down to 4,000 feet and from 12,850 feet down to 15,950 feet.

It is the intention of Assignor and Assignee that all rights and depths between 4,000 feet and 12,850 feet, and from 15,950 feet and below be assigned herein.

SWETENRYPT

2901' to 3,126' Sabra (Delaware Unit) Unit 1856'

Mar below 4,000' - Randolph State Unit 929

THIS STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said County, Texas.

12-04819
DIANNE O. FLOREZ
COUNTY CLERK
2012 Jul 02 at 09:54 AM
REEVES COUNTY, TEXAS
By: *Elena Florez* DEPUTY

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



01017

#76

File No. MF04133
(2) Assignment
WI
Date Filed: 7-12-12
Jerry E. Patterson, Commissioner
By B. Boyd

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of

Assignment of 1017 + the proceeds thereof June 12, 2012
Filed for record in my office this 7 day of July, 2012, at Reeves County, Texas

Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 2nd day of July, 2012.

By Dianne Florez
DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 1, 2012

Ms. Natalie Holeman
Exploration Land Services, LLC
Agent for Petrohawk Properties, LP
PO Box 52105
Lafayette, LA 70505-2105

Re: Petrohawk Assignments

Dear Ms. Holeman,

Thank you very much for the chain of title, disk and run sheet for MF065125, my assignment ID 8192. I have updated the GLO assignment database and filed all the documents. Please see the attached entry.

Also attached are the acknowledgment letters for several Petrohawk assignments. I am requesting copies of assignments for ID 8207, MF048344. I do not have title into Barlow Projects, Inc. and ID 8208, MF040133, I am missing title into Jim Zabcik only. You can email me this information. The depth restrictions are making this chain of title complicated and I appreciate you helping with these old leases.

Should you have any questions or need further information from me please don't hesitate to call.

Best regards,

Beverly Boyd
Texas General Land Office
Energy Resources/Mineral Leasing
Beverly.boyd@glo.texas.gov
512-463-6521

File No. MF 040133Request for titleDate Filed: 8-1-12

Jerry E. Patterson, Commissioner

By B. Boyd

August 23, 2012

Natalie Holeman
Exploration Land Services

RE: GLO Assignment ID # 8231

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

The attached assignments are chain of title requested from Petrohawk for MF040133, James E. Zabick interests. First assignment from Chevron to Vale Natural Gas makes reference to "depths below 4,000'. The balance of these assignments do not make reference to the depths restrictions.

Filing fees of \$0.00 were received in connection with the above assignment. If you have questions, please feel free to contact me.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

<i>GLO ID</i>		<i>County</i>	<i>Lease</i>
8231	Reeves		MF040133

Thursday, August 23, 2012

From: <leann@explorationland.com>
To: <beverly.boyd@glo.texas.gov>
CC: "Natalie Holeman" <nholeman@explorationland.com>
Date: 8/7/2012 4:10 PM
Subject: Documents Requested for Jim Zabcik Assignment ID #8208
Attachments: Jim Zabcik Chain of Title S2 Sec. 34, Blk 57, T2.zip

Good Afternoon Beverly,

Please see the attached which are documents that you requested by letter dated August 1, 2012 in regard to Assignment ID#8208. Included in the attachment you will find a report generated from our database showing the complete chain of title covering the S/2 of Section 34, Blk 57, T2. If there are any other instruments that you need, please let us know and we will be happy to provide them to you. Thanks and have a great day.

MF040133

Thanks,

Description: image001

The information contained in this transmission is legally privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please destroy it immediately and notify us by telephone at 337.234.3500.

effective 6-1-91

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signed - 7-30-91

EXHIBIT "A"

511 35

FILE NO. 1437 CHEVRON U.S.A. INC TO VALE NATURAL GAS AMERICA CORPORATION

TEXAS
ASSIGNMENT AND BILL OF SALE

THIS AGREEMENT, entered into this 7th day of July, 1991, by and between Chevron U.S.A. Inc., a Pennsylvania corporation, 15 Smith Road, Midland, Texas 79705 (hereinafter "Assignor") and Vale Natural Gas America Corporation, whose mailing address is 515 East 43rd Street, New York, New York 10017 (hereinafter "Assignee").

DOES WITNESS THAT:

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignor of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, it is agreed between the parties as follows, to-wit:

1. **Assignment.** Assignor does hereby assign, transfer and convey to Assignee, without warranty express or implied, all of Assignor's right, title and interest in the real property listed in Exhibit "A" hereto, and made a part hereof insofar and only insofar as limited therein (hereinafter referred to as the "Assigned Premises"), subject to all of the covenants and conditions hereof and the additional provisions contained in said Exhibit "A". Assignor also conveys to Assignee any easements, rights-of-way or other rights of ingress and egress appertaining to the Assigned Premises, including, renewing and retaining therefrom all other such rights unto Assignor with respect to real property not conveyed hereby. In the event the Assigned Premises include funds being held in suspense for the benefit of a third party or parties, Assignor hereby transfers to Assignee, and Assignee hereby accepts for the benefit of Assignor and the party or parties entitled to receive payment thereof, all monies representing the value or proceeds of production from the Assigned Premises previously held by Assignor for accounts from which payment has been suspended. Assignee, its successors and assigns are hereafter solely responsible for the proper distribution of such funds, and hereby indemnify and hold Assignor harmless from any claims thereafter.

2. **Bill of Sale.** Assignor does hereby convey unto Assignee all of Assignor's right, title and interest in and to all oil wells, gas wells, salt water disposal wells, injection wells and other wells located on the Assigned Premises, (hereinafter referred to as the "Wells") and to the personal property or equipment described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Personal Property").

3. **No Warranty or Representation by Assignor.** This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREBY CONVEYED. EITHER PARTY EXPRESSLY OR IMPLIED, it being expressly agreed by Assignor and Assignee that ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCEABLE OR RECOVERABLE FROM THE ASSIGNED PREMISES, OR OF TITLE TO OR CONDITION OF THE ASSIGNED PREMISES AND ALL INFORMATION HEREON or hereafter furnished Assignee by Assignor concerning the Assigned Premises, Wells and Personal Property, and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignor, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

4. **Reservations.** All oil in tanks above the pipeline connections from the Wells to the tanks as of 7:00 a.m. on the effective date hereof is not to be part of this agreement, but shall remain the property of Assignor and shall be delivered to the pipeline company for the account of Assignor. All gas produced and the proceeds of gas produced prior to 7:00 a.m. on the effective date hereof shall likewise not be part of this agreement but shall remain the property of Assignor. With the exception of natural gas imbalances, Assignor also reserves and retains all claims and causes of action Assignor may have, as of the effective date, against the purchaser or purchasers of oil or gas from the properties covered by this Assignment and Bill of Sale. This agreement further does not include any equipment or lines of the purchaser or purchasers of oil and gas from the Assigned Premises and does not include any tools, pulling machines, trucks or other equipment that may be located temporarily on the Assigned Premises, and Assignor shall have the right at any time to remove the same from the Assigned Premises.

Assignor shall invoice Assignee for Assignor's share of ending oil tank inventories, and Assignee shall pay such invoices within 30 days of receipt. Assignor shall value the ending oil inventory, and Assignee agrees to pay such invoices, at the value Assignor would have received if oil had been sold to

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Chevron
USA che.

all rights

Vale
Natural
Gas
America
Corp.

Rights
below
4,000'

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511 36

Assignor's oil purchaser on the effective date of sale.

Assignor shall give Assignee reasonable notice of the final gauging of all inventories, and Assignee shall have the option to jointly gauge such inventories. Assignee and Assignor shall acknowledge in writing the results of final gauging. Regardless of whether Assignee participates in gauging, the results of Assignor's final gauging shall be binding upon Assignee.

5. **Additional Representations.** (a) Assignor hereby reserves to itself, its successors and assigns, the right to initiate "good faith negotiation procedures" pursuant to FERC Order 411 and 18 C.F.R. § 270.201 as to any eligible gas sales contracts covering all or any of the property assigned hereby. Assignee hereby waives any and all rights it might otherwise have to initiate such procedures as to such gas sales contracts, such right being reserved exclusively to Assignor.

(b) If Assignor initiates good faith negotiation procedures under Order 411, pursuant to the rights reserved in the foregoing paragraph, Assignee recognizes and agrees that any gas sales contracts assigned to Assignee pursuant to this agreement (whether expressly or impliedly assigned, and whether or not such assignment is accomplished by a separate instrument) may be affected and modified by the result of such procedures, it being understood, however, that Assignee shall have the right and obligation to negotiate directly with the gas purchaser with respect to the gas assigned hereby. It is understood that the results of such procedures may include, but not be limited to, a reduction in the contract price for Assignor's gas or a release of the gas purchaser's obligation to buy such gas.

6. **Judicial Review of FERC Order No. 432.** If natural gas from the Assigned Premises was previously sold in interstate commerce under a certificate of convenience and necessity issued under the Natural Gas Act by the Federal Energy Regulatory Commission (FERC) or its predecessor, the Federal Power Commission, such certificate may have been abandoned utilizing the procedures and authority established in FERC Order No. 430. The parties hereto recognize that Order No. 430 is currently undergoing judicial review, and it is understood and agreed that Assignor cannot and does not make any representations or warranties as to the outcome of such judicial review or the effect thereof on the jurisdictional status of the natural gas which may be produced from the Assigned Premises.

7. **Indemnity of Assignor.** (a) In those instances where Assignee succeeds Assignor as operator of wells in which Assignor's interest is hereby conveyed, Assignee agrees to operate and plug and abandon all such wells in accordance with all applicable governmental laws, rules and regulations. In those instances where Assignee succeeds Assignor as a working interest owner but not as operator of wells in which Assignor's interest is hereby conveyed, Assignee agrees to assume any responsibility which Assignee as a working interest owner in such wells may have under applicable governmental laws, rules and regulations concerning plugging and abandonment of such wells. In any instance where Assignee hereunder becomes responsible or liable for plugging and abandonment under this paragraph, Assignee agrees to release, protect, indemnify and hold Assignor harmless from any and all liabilities arising from Assignor's failure to plug and abandon such wells. Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

(b) Assignee agrees to protect, indemnify and hold Assignor harmless from and against any and all liability, loss, damage, injury, claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way arising from operations or activities relating to the Assigned Premises, Wells and Personal Property and the contracts and agreements pertaining thereto including but not limited to acts or omissions of Assignor, based upon any theory of negligence, willful misconduct, liability without fault or other.

8. **Liability of Assignee.** Assignee shall observe and comply with all covenants, terms and provisions, express or implied, contained in the agreements, leases, assignments and all other contracts pertaining to the Assigned Premises, Wells and Personal Property, whether or not such agreements, leases, assignments and other contracts are correctly and completely listed and/or identified on the Exhibit hereto.

9. **Effective Date.** This agreement shall be effective as of 7:00 a.m. on the 1st day of June, 1992.

10. **Call-in Oil.** Assignor shall have the option, exercisable at any time and from time to time by 30 days written notice, to purchase or designate a purchaser of the crude oil attributable to the Assigned Premises. The price to be paid to Assignee shall be Assignor's posted price (or the current market price if no Assignor posting is available) which is paid for oil of like gravity and quality in the field where said Assigned Premises are located.

In the event Assignor fails to exercise the option to purchase provided above, then Assignee may sell and dispose of such production in such manner and upon such terms as it may elect only after Assignor has been so notified, in writing, and has elected not to purchase or designate a purchaser. In the exercise of this option to purchase, Assignor will not assume or retain any

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responsibility for division order maintenance.

11. **Purchase and Sale Agreement.** Reference is made to that certain Purchase and Sale Agreement between Assignor as Seller and Assignee as Buyer dated June 27, 1973, which agreement shall govern as to responsibility between the parties for payment of taxes, assumption of Assignor's gas production account, whether over or under produced, and other matters stated therein but not stated in this agreement. However, should the terms and provisions of said Purchase and Sale Agreement conflict with the terms and provisions of this agreement, then the terms and conditions of this agreement shall prevail.

12. **Gas Sales Contract.** All or a portion of the natural gas produced from the Assigned Premises has heretofore been committed to the following Gas Purchase Contracts: Gas Purchase Contract #50-0197, dated March 9, 1973, by and between Chevron U.S.A. Inc. (Seller) and Taffoo/Valero (Purchaser). Thereafter, during the life of said Identified Contract, and any successor or replacement contract thereto, none of the natural gas produced from the Assigned Premises shall be committed to any other gas purchase contract, and, with respect to or bearing upon the interest acquired by Assignee in the Assigned Premises, Assignee hereby agrees to comply with and perform the duties and obligations imposed upon Assignor under said gas purchase contract. The foregoing restriction may be removed if Assignee obtains from the purchaser of said natural gas a release of that gas from the aforementioned Identified contract, or successor, or replacement contracts thereto.

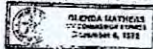
13. **Successors and Assigns.** The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignor and Assignee.

EXECUTED the day and year first above written, but effective as of the date shown in Paragraph 9 hereof.

ASSIGNOR: CHEVRON U.S.A. INC.
By: [Signature]
Attorney-in-Fact

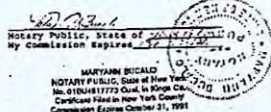
ASSIGNEE: VALE NATURAL GAS AMERICA CORPORATION
By: [Signature]
Title: Vice Pres.

STATE OF Texas
COUNTY OF DeWitt
This instrument was acknowledged before me on July 30, 1974 by D. W. SCHLES, Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
My Commission Expires 12-4-74

STATE OF Texas
COUNTY OF DeWitt
This instrument was acknowledged before me on July 30, 1974 by John L. Davis, Vice President for Vale Natural Gas America Corporation, a Delaware corporation, on behalf of said corporation.



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EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale effective June 1, 1991, by and between Chevron U.S.A. Inc., as Assignor, and Vale Natural Gas America Corporation, as Assignee.

ASSIGNED PREMISES

All of assignor's right, title and interest, including but not limited to Assignor's overriding royalty interest, operating rights and working interest, in and to the following:

Randolph State Gas Unit, more particularly described in that certain Pooling Agreement dated October 20, 1974, covering gas and condensate below 4,000 feet in Section 34, Blk. 57, T-3, T&P RR Co. Survey, Reeves County, Texas, recorded in Volume 332, Page 419, Oil & Gas Records, and being the lands comprising the Unit Area under that certain unrecorded Operating Agreement dated March 2, 1974, by and between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-operator (LN 3-0020).

Fortune Unit No. 1, comprised of all of Section 3, Blk. 57, T-3, T&P RR Co. Survey, Reeves County, Texas, and being the Unit Area under that certain unrecorded Operating Agreement dated April 2, 1973, by and between The Superior Oil Company, as Operator and Chevron Oil Company, as Non-operator (JV-700178).

J. Randolph Royalty, being a 1/16 of 7/8 GR&I reserved under assignment dated July 24, 1958, from Standard Oil Company of Texas to Ford Chapman covering rights from the surface to 3,093 feet in the N/2 SW/4 of Section 46, Blk. 57, T-2 T&P RR Co. Survey, Reeves County, Texas, recorded in Volume 218, Page 198, of the Oil & Gas Records (LN-701843).

G. Randolph Royalty, being a 1/8 of 7/8 GR&I reserved under assignment dated August 15, 1967, from Standard Oil Company of Texas to Ford Chapman covering rights from the surface to 3,075 feet in the S/2 NE/4 of Section 46, Blk. 57, T-2 T&P RR Co. Survey, Reeves County, Texas, recorded in Volume 249, Page 62, of the Oil & Gas Records (LN-701843).

W. H. Royalty, being a 1/16 of 7/8 GR&I reserved under assignment dated July 1, 1957, from Standard Oil Company of Texas to Ford Chapman covering rights from the surface to 3,065 feet in the N/2 SW/4 of Section 47, Blk. 57, T-2 T&P RR Co. Survey, Reeves County, Texas, recorded in Volume 249, Page 61, of the Oil & Gas Records.

Salt Water Disposal System, being all of Assignor's rights granted under that certain Salt Water Disposal Agreement dated June 2, 1987, by and between Atlantic Richfield Company, as Operator, and Chevron U.S.A. Inc. and Atlantic Richfield Company, as Second Party (WG-700421).

Oil, Gas and Mineral Leases:

Lease No:	314598	INsofar AND ONLY INsofar, as such
Date:	January 21, 1983	lease covers rights below 4,000 feet
Lessors:	A. T. Randolph et al	in the S/2 of Section 34, Blk. 57, T-
Lessee:	William W. Campbell	2, T&P RR Co. Survey, Reeves County,
Recorded:	Volume 151, Page 58, Oil	Texas.
	& Gas Records	

Lease No:	200475	INsofar AND ONLY INsofar as such
Date:	June 26, 1972	lease covers rights below 3,200 feet
Lessors:	R. W. Soble	in Section 3, Blk. 57, T-3, T&P RR
Lessee:	Superior Oil Company	Co. Survey, Reeves County, Texas.
Recorded:	Volume 314, Page 47, Oil	
	& Gas Records	

Lease No:	700476	INsofar AND ONLY INsofar as such
Date:	August 21, 1972	lease covers rights below 3,200 feet
Lessors:	Cecil A. King Foundation	in Section 3, Blk. 57, T-3, T&P RR
Lessee:	at al	Co. Survey, Reeves County, Texas.
Recorded:	Superior Oil Company	
	Volume 314, Page 158, Oil	
	& Gas Records	

Lease No:	200477	INsofar AND ONLY INsofar as such
Date:	June 28, 1972	lease covers rights below 3,200 feet
Lessors:	James D. Oye et al	in Section 3, Blk. 57, T-3, T&P RR
Lessee:	Superior Oil Company	Co. Survey, Reeves County, Texas.
Recorded:	Volume 314, Page 163, Oil	
	& Gas Records	

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511 39

Lease No: 200478
 Date: August 22, 1972
 Lessor: Martha Jean Koss
 Lessee: Superior Oil Company
 Recorded: Volume 314, Page 754, Oil
 & Gas Records

INSEPARABLE AND ONLY INSEPARABLE as such lease covers rights below 3,100 feet in Section 3, Blk. 57, T-3, R2F RR Co. Survey, Reeves County, Texas.

Lease No: 200478
Date: August 22, 1972
Lessor: Peter W. Higgins III
Lessee: Superior Oil Company
Recorded: Volume 314, Page 767, Oil
& Gas Records

INsofar AND ONLY INsofar as such lease covers rights below 3,200 feet in Section 3, N1k. 57, T-3, T&P AR Co. Survey, Reeves County, Texas. .

Lease No: 200480
 Date: August 22, 1972
 Lessor: William R. Higgins
 Lessee: Superior Oil Company
 Recorded: Volume J14, Page 770, Oil
 & Gas Records

INCEPAC AND ONLY INCEPAC as such lease covers rights below 3,200 feet in Section 3, Blk. 57, T-3, TAP RR Co. Survey, Reeves County, Texas.

Lease No: 200481
 Date: August 22, 1973
 Lessor: Franklin R. Vogt
 Lessee: Superior Oil Company
 Recorded: Volume 114, Page 173, oil
 & Gas Records

INsofar AND ONLY INsofar as such lease covers rights below 3,200 feet in section 3, Blk. 37, T-3, T&P No. Co. Survey, Reeves County, Texas,

Lease No: 200482
 Date: August 22, 1972
 Lessor: Marie T. Benson
 Lessee: Superior Oil Company
 Recorded: Volume 314, Page 776, Cl.
 Oil Gas Records

INIOFAR AND ONLY INIOFAR as such lease covers rights below 1,200 feet in section 3, blk. 27, T-3, T4P R2 Co. Survey, Reeves County, Texas.

Lease No: 200483
 Date: August 22, 1972
 Lessor: J. E. Varran
 Lessee: Superior Oil Company
 Recorded: Volume 314, Page 779, Oil
 & Gas Records

INsofar AND ONLY INsofar as such lease covers rights below 3,200 feet in Section 3, Blk. 57, T-3, T&P No. Co. Survey, Reeves County, Texas.

The Assigned Premises Are Subject To:

1. Unrecorded Operating Agreement dated March 1, 1974, by and between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-Operator (JN 3-02203).
2. Unrecorded Operating Agreement dated April 2, 1977, by and between The Superior Oil Company, as Operator, and Chevron Oil Company, as Non-Operator (JN-100187).
3. Gas Purchase Contract dated March 9, 1973, by and between Chevron U.S.A. Inc. as Seller/Assigner, and Purchaser (SC-0197).

Mails and Personal Property.

FIELD FACILITIES EQUIPMENT INVENTORY FORM

[illegible]

CHAPMAN
S. E. 10

[illegible]

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

FILED FOR RECORD ON THE 2nd DAY OF August A.D. 1991 AT 2:01 P M.
DULY RECORDED ON THE 2nd DAY OF August A.D. 1991 AT 3:15 P M.
BY Lisa Reynolds DEPUTY. CATHERINE ASHLEY, COUNTY CLERK,
REEVES COUNTY, TEXAS.

CATHERINE ASHLEY, COUNTY CLERK,
REEVES COUNTY, TEXAS.

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

FILED FOR RECORD ON THE 8th DAY OF November A.D. 1993 AT 9:06A M.
DULY RECORDED ON THE 9th DAY OF November A.D. 1993 AT 10:00A M.

BY Therese Alita DEPUTY CATHERINE ASHLEY, COUNTY CLERK,
REEVES COUNTY, TEXAS.

8-26-91

MF040133

BOOK 532 PAGE 282

Replacement

FILE NO. 2236 VALE NATURAL GAS AMERICA CORPORATION TO BARNEY I. KAHN, ET AL

(REPLACEMENT) ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
COUNTY OF REEVES §

KNOW ALL MEN BY THESE PRESENTS:

For a good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, VALE NATURAL GAS AMERICA CORPORATION (hereinafter called "Assignor"), does hereby grant, bargain, sell, transfer, assign and convey equally unto BARNEY I. KAHN, 11191 Westheimer, Suite 261, Houston, Texas 77042 and JAMES E. ZABICK, 622 Whippoorwill, Missouri City, Texas 77489 (hereinafter collectively called "Assignees"), 20% of Assignor's right, title and interest in and to the oil and gas leases, salt water disposal agreement, overriding royalty interests and personal property and equipment acquired by Assignor from Chevron USA Inc. pursuant to that certain Assignment and Bill of Sale dated July 30, 1991, recorded in Vol. 511, Page 35 of the Dead Records of Reeves County, Texas, a copy of which Assignment and Bill of Sale is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Chevron Assignment").

Although the interests herein assigned shall immediately vest in Assignees, Assignees hereby relinquish unto Assignor, and Assignor shall own and be entitled to receive, all of Assignees' interests in the production of oil, gas and other hydrocarbons and income attributable to the interests herein assigned until Payout (defined below). Assignor shall further bear all cost and expenses attributable to the interests herein assigned until Payout (defined below). As used herein, the term "Payout" shall mean such time as Assignor has recovered from the net proceeds of production from the properties and interests acquired by Assignor pursuant to the Chevron Assignment and/or the proceeds from the sale of all or a portion of such properties and interests (i) one hundred percent (100%) of the actual cash paid by Assignor to Chevron for such properties and interests, as adjusted by the Purchase and Sale Agreement dated June 27, 1991, between Assignor and Chevron, and/or other documents pertaining to such acquisition, and all other costs incurred by Assignor which directly relate to the purchase of such properties and interests from Chevron, plus (ii) twelve percent (12%) per annum simple interest on the recouped balance of (i) above. For purposes of this Assignment, "net proceeds" means all proceeds of production of oil, gas and other hydrocarbons attributable to the interests and properties acquired by Assignor from Chevron in the Chevron Assignment, less severance taxes, ad valorem taxes, production taxes, operating costs, insurance costs, workover costs, royalties, production payments and similar lease burdens existing as of the date of such purchase from Chevron; provided, however, it is specifically understood and agreed that the term net proceeds as used in this Assignment shall not include the net proceeds attributable to the overriding royalty interests assigned by Assignor to Jasper Resources, Inc. and El Paso Minerals Company pursuant to that certain Assignment of Overriding Royalty Interests of even date herewith. Assignor agrees that upon the occurrence of Payout, Assignor will execute such instruments as are necessary to evidence the occurrence of Payout of record and to properly show record title in Assignee as to the interests herein assigned.

This Assignment is expressly made subject to the following:

- (1) The terms and provisions of the Chevron Assignment and all operating agreements, gas contracts and other agreements referred to therein;
- (2) The terms and provisions of that certain Letter Agreement dated July 17, 1991, between Assignor and Zabcon Energy, Inc.; and
- (3) The terms and provisions of all assignments in the chain of title by which Assignor acquired title to the leases herein assigned.

This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS," and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST

Vale Natural Gas

*Barney Kahn
+
James E Zabick*

20%

8-26-91

BOOK 532 PAGE 283

HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, IT BEING EXPRESSLY AGREED BY ASSIGNOR AND ASSIGNEES THAT ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE PROPERTY HEREIN ASSIGNED OR TITLE TO OR CONDITION OF SAID PROPERTY AND RELATED FIXTURES AND IMPROVEMENTS.

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

This Assignment is made in replacement of, and not in addition to, an otherwise identical Assignment and Bill of Sale dated as of August 26, 1991, from Assignor to Assignees, conveying the same rights and interests as herein conveyed, the original of which instrument has been lost or misplaced.

IN WITNESS WHEREOF, this Assignment is executed as of the 26th day of August, 1991.

ASSIGNOR: VALE NATURAL GAS AMERICA CORPORATION

By: Gary V. Land
Name: Gary V. Land
Title: President

ASSIGNEES: BARNEY I. KAHN

JAMES E. ZABCIK

THE STATE OF NEW YORK §
COUNTY OF NEW YORK §

This instrument was acknowledged before me on this 26 day of August, 1991, by GARY V. LAND, President of VALE NATURAL GAS AMERICA CORPORATION, a Delaware corporation, on behalf of said corporation.

MARYANN BUCALO
Notary Public, State of New York
No. 01804817778
Qualified in Kings County
Commission Expires October 31, 1995

NOTARY PUBLIC - State of New York
Print Name: Maryann Bucalo
My Commission Expires: 10/31/95

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1991, by BARNEY I. KAHN.

NOTARY PUBLIC - State of _____
Print Name: _____
My Commission Expires: _____

BOOK 532 PAGE 284

HEREIN CONVEYED, EITHER EXPRESS OR IMPLIED, IT BEING EXPRESSLY AGREED BY ASSIGNOR AND ASSIGNEES THAT ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE PROPERTY HEREIN ASSIGNED OR TITLE TO OR CONDITION OF SAID PROPERTY AND RELATED FIXTURES AND IMPROVEMENTS.

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

This Assignment is made in replacement of, and not in addition to, an otherwise identical Assignment and Bill of Sale dated as of August 26, 1991, from Assignor to Assignees, conveying the same rights and interests as herein conveyed, the original of which instrument has been lost or misplaced.

IN WITNESS WHEREOF, this Assignment is executed as of the 26th day of August, 1991.

ASSIGNOR: VALE NATURAL GAS AMERICA CORPORATION

By:
Name: Gay V. Land
Title: President

ASSIGNEES: *Barney I. Kahn*
BARNEY I. KAHN
James D. Tascik
JAMES D. TASCIK

THE STATE OF NEW YORK 5
COUNTY OF NEW YORK 5

This instrument was acknowledged before me on this _____ day of _____, 1993, by GAY V. LAND, President of VALE NATURAL GAS AMERICA CORPORATION, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC - State of New York
Print Name: _____
My Commission Expires: _____

THE STATE OF *Ky* 5
COUNTY OF *Jefferson* 5

This instrument was acknowledged before me on the 17 day of _____, 1993, by BARNEY I. KAHN.

NOTARY PUBLIC - State of *Kentucky*
Print Name: *Norma Clark*
My Commission Expires: *6-22-94*

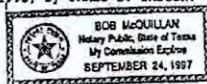
(REPLACEMENT) ASSIGNMENT AND BILL OF SALE

Page 2

BOOK 532 PAGE 285

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of Nov.
1993, by JAMES E. ZASCIAK.



B. McCall
NOTARY PUBLIC - State of TEXAS
Print Name: Bob McCallan
My Commission Expires: 9/24/97

(REPLACEMENT) ASSIGNMENT AND BILL OF SALE

Page 3

effective 5-31-94

BOOK 547 PAGE 496

FILE # 406 JAMES E. ZABCIK, TO JAYNE GORDON

ASSIGNMENT AND BILL OF SALE

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

WHEREAS, JAMES E. ZABCIK, herein called "Assignor", whose mailing address is 4022 Colquitt, Houston, Texas 77027 (hereinafter referred to as "Assignor"), is the present owner of certain interests in the oil, gas and other mineral leasehold rights ("the Leases") covering the lands in Reeves County, Texas ("the Lands"), described on Exhibit "A", attached hereto, subject to the exceptions noted thereon.

WHEREAS, JAYNE GORDON, herein called "Assignee", whose mailing address is 1270 Huntingwick, Houston, Texas 77024, (hereinafter referred to as "Assignee"), desires to obtain an assignment of the Leases, and other leasehold rights and contract rights as pertain thereto, along with all of the personal property used in connection with the operation of the Leases, insofar as such are necessary to or are a part of the operation of the property.

WITNESSES

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, hereby agree to the following terms and conditions:

1. CONVEYANCE

A. Assignor does hereby transfer, assign and convey unto Assignee, an undivided 1/2 of the interest in the Leases, Lands and Overriding Royalty Interests acquired by Assignor from Vale Natural Gas America Corporation, by virtue of that certain Assignment and Bill of Sale dated August 26, 1991, recorded in Volume 532, page 282 of the Official Public Records of Reeves County, Texas, together with a like interest in all of the oil wells, gas wells, water wells, salt water disposal wells, tanks, pumps, pipelines, water lines, roads, buildings, easements and rights-of-way, machinery, facilities, equipment, fixtures and any personal property used in connection with the oil and gas operations on the Lands, except equipment owned exclusively by third parties.

B. ASSIGNOR DOES NOT WARRANT OR REPRESENT, EITHER EXPRESSLY OR BY IMPLICATION, THE CONDITION OF ANY WELLS OR EQUIPMENT OR THE QUANTITY, QUALITY OR CONDITION OF ANY MATERIAL AND EQUIPMENT OR ITS FITNESS FOR USE OR THE SUITABILITY FOR USE OF SAME IN WHOLE OR IN PART. ASSIGNOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF ANY PERSONAL PROPERTY OR OF THE FITNESS OF ANY PERSONAL PROPERTY FOR ANY PURPOSE, AND ASSIGNEE AGREES THAT ANY PERSONAL PROPERTY IS SOLD "AS IS" AND "WHERE IS".

C. Assignor saves and excepts herefrom any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing by virtue of production from the Leases and the Lands prior to the Effective Date of this Assignment, including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

D. The Effective Date for this Assignment and Bill of Sale shall be 7:00 a.m. local time May 31, 1994, regardless of the date of execution hereof.

2. COVENANTS

A. This Assignment is subject to the terms and provisions of the instruments as shown on Exhibit "A", attached.

1094/AB06/ZABCIK/GORDON

James E. Zabick

1/2
= interest
10%

Jayne Gordon

5/31/94

BOOK 547 PAGE 497

B. Assignee agrees to observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Leases and will comply with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the rights herein assigned.

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 and all actions required by Assignor in connection with the execution and delivery of this Assignment have been taken.

D. The interest assigned herein, and the interest retained by Assignor, are subject to their proportionate share of the following overriding royalty interests: a) Assignment of Overriding Royalty Interest dated August 26, 1991, recorded in Volume 513, page 1, Deed Records, between Vale Natural Gas America Corporation, as Assignor, and Jasper Resources, Inc. and El Paso Minerals Company, as Assignee, and b) Assignment of Overriding Royalty Interest dated October 1, 1993, recorded in Volume 531, page 759, Official Public Records, between Vale Natural Gas America Corporation, as Assignor, and John B. Syptak and El Paso Minerals Company, as Assignee.

E. This instrument is executed in accordance with and pursuant to that certain Final Decree of Divorce, between James E. Zabcik and Jayne R. Zabcik (now Jayne R. Gordon), conducted in Cause No. 74,813 of the District Court, Fort Bend County, Texas.

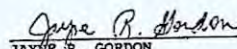
F. This Assignment is subject to that certain Letter Agreement dated July 17, 1991, between Vale Natural Gas America Corporation and Zabcik Energy, Inc.

G. This Assignment and Bill of Sale may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one Assignment.

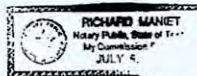
H. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, this Assignment is executed as of the 15 day of February, 1995.

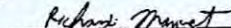

JAMES E. ZABCIK
ASSIGNOR


JAYNE R. GORDON
ASSIGNEE

STATE OF TEXAS §
 §
COUNTY OF REEVES §



This instrument was acknowledged before me on this 15 day of February, 1995, by James E. Zabcik.


Notary Public, State of Texas

BOOK 547 PAGE 498

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 15th day of February, 1995, by Jayne R. Gordon.

Azmine L. Nijm
Notary Public, State of Texas

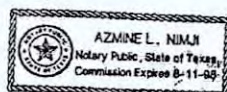


EXHIBIT "A"

TO ASSIGNMENT AND CONVEYANCE
FROM JAMES E. ZABCIK TO
JAYNE GORDON

1. FORTUNE UNIT: The oil and gas leases and lands described as follows:

LESSOR	LESSEE	LEASE DATE	O&G RECORDS VOL./PAGE
R.E. Boyle	The Superior Oil Company	06-26-72	314/ 67
Carl B. & Florence E. King Fdn.	The Superior Oil Company	06-28-72	314/758
James D. Dye, Individ. and as Exec. U/W/O F.W. Dye	The Superior Oil Company	08-22-72	314/761
Martha Jean Moses	The Superior Oil Company	08-22-72	314/764
Peter N. Wiggins, III	The Superior Oil Company	08-22-72	314/767
William R. Wiggins	The Superior Oil Company	08-22-72	314/770
Mrs. Frankie R. Vogt	The Superior Oil Company	08-22-72	314/773
Marie E. Benson	The Superior Oil Company	08-22-72	314/776
J.E. Warren, et ux	The Superior Oil Company	08-22-72	314/779

INSOFAR as the above described oil and gas leases cover and include all of Section 3, Block 57, Township 3, T&P Ry. Co. Survey, Reeves County, Texas, as to all depths below 3,200 feet beneath the surface.

MF
0401332

RANDOLPH STATE GAS UNIT: Oil and Gas Lease dated January 21, 1953, recorded in Volume 151, page 58 of the Oil and Gas Records of Reeves County, Texas, from A. T. Randolph, et al., as Lessor, to William W. Campbell, as Lessee, insofar as said lease covers rights below 4,000 feet below the surface in the S/2 of Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.

Subject to:

- Pooling Agreement dated October 30, 1974, recorded in Volume 332, page 619, Oil and Gas Records of Reeves County, Texas, covering gas and condensate below 4,000 feet in Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.
 - Operating Agreement dated March 1, 1974, as amended, between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-Operator.
 - Gas Purchase Contract dated March 9, 1973, between Chevron USA, Inc., as Seller, and TUFECO/Valero, as Purchaser.
- J. RANDOLPH ROYALTY, being an overriding royalty interest in the N/2 NW/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 2,991 feet below the surface.
 - G. RANDOLPH ROYALTY, being an overriding royalty interest in the S/2 NE/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,070 feet below the surface.
 - TXL "M" ROYALTY, being an overriding royalty interest in the N/2 SW/4 of Section 47, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,069 feet below the surface.
 - SALT WATER DISPOSAL SYSTEM, being a Salt Water Disposal Agreement dated June 3, 1987, by and between Atlantic Richfield Company, as Operator, and Chevron USA, Inc. and Atlantic Richfield Company, as Second Party.

20968/ZER.A/ZABCIK/GORDON

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

FILED FOR RECORD ON THE 27TH DAY OF FEBRUARY A.D. 1995 AT 3:44 P.M.

DULY RECORDED ON THE 28TH DAY OF FEBRUARY A.D. 1995 AT 4:00 P.M.

BY: *Janice Smith* DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

effective 5-31-94

BOOK 547 PAGE 500

FILE # 407 JAYNE GORDON TO CANADIAN LONGHORN PETROLEUM CORP. ET AL

ASSIGNMENT AND BILL OF SALE

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

WHEREAS, JAYNE GORDON, ("Assignor"), whose mailing address is 12740 Huntingwick, Houston, Texas 77024, is the present owner of certain interests in the oil, gas and other mineral leasehold rights ("the Lease") covering the lands in Reeves County, Texas ("the Lands"), described on Exhibit "A", attached hereto, subject to the exceptions noted thereon.

WHEREAS, CANADIAN LONGHORN PETROLEUM CORP., VALE NATURAL GAS AMERICA CORP., and JAMES E. ZABCIK, (hereinafter referred to collectively as "Assignees"), desire to purchase an assignment of the Lease, and other leasehold rights and contract rights as pertain thereto, along with all of the personal property used in connection with the operation of the Lease, insofar as such are necessary to or are a part of the operation of the property.

W I T N E S S

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 Assignees, by acceptance of this Assignment, hereby agree to the following terms and conditions:

1. CONVEYANCE

A. Assignor does hereby transfer, assign and convey an undivided 60% of Assignor's interest in the Lease, INSOFAR AND ONLY INSOFAR as the Lease covers the lands and depths specifically described in Exhibit "A", (regardless of whether said interest is a present interest or reversionary interest), unto Assignees, in the respective percentages as follows:

Canadian Longhorn Petroleum Corp. 54.0541%
2805 W. 15th
Amarillo, Texas 79102

Vale Natural Gas America Corp. 43.2432%
Six East 43rd Street
New York, N.Y. 10017

James E. Zabcik 2.7027%
4022 Colquitt
Houston, Texas 77027

B. Assignor does hereby transfer, convey and assign unto Assignees, in the same percentages as set forth above, an undivided 60% of Assignor's interest in and to all of the oil wells, gas wells, water wells, salt water disposal wells, tanks, pumps, pipelines, water lines, railroads, buildings, easements and rights-of-ways, machinery, facilities, equipment, fixtures, contract rights and any personal property used in connection with the oil and gas operations on the Lands, except equipment owned exclusively by third parties.

C. Assignor does hereby transfer, assign, and convey unto Assignees, in the same percentages set forth above, an undivided 60% of Assignors' right, title and interest in and to that certain Operating Agreement dated March 1, 1974, as amended, between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-Operator, covering Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.

D. ASSIGNOR DOES NOT WARRANT OR REPRESENT, EITHER EXPRESSLY OR BY IMPLICATION, THE CONDITION OF ANY WELLS OR EQUIPMENT OR THE QUANTITY, QUALITY OR CONDITION OF ANY MATERIAL AND EQUIPMENT OR ITS

3095/ALBOM/GORDON

Jayne Gordon
- assignee's

60%

7
10%

5/31/94

FITNESS FOR USE OR THE SUITABILITY FOR USE OF SAME IN WHOLE OR IN PART. ASSIGNOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF ANY PERSONAL PROPERTY OR OF THE FITNESS OF ANY PERSONAL PROPERTY FOR ANY PURPOSE, AND ASSIGNEE AGREES THAT ANY PERSONAL PROPERTY IS SOLD "AS IS" AND "WHERE IS".

E. Assignor saves and excepts herefrom any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing by virtue of production from the Lease and the Lands prior to the Effective Date of this Assignment, including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

F. The Effective Date for this Assignment and Bill of Sale shall be 7:00 a.m. local time May 31, 1994, regardless of the date of execution hereof.

2. COVENANTS

A. This Assignment is subject to the terms and provisions of the instruments as shown on Exhibit "A", attached.

B. Assignees agree to observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Lease and will comply with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the rights herein assigned.

C. Assignees shall be responsible for the payment of their pro rata share of all ad valorem property and or production taxes on the property conveyed hereby for the calendar year 1994.

D. 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 and all actions required by Assignor in connection with the execution and delivery of this Assignment have been taken.

E. The interest assigned herein and the interest retained by Assignor are subject to their proportionate share of the overriding royalty interests created by virtue of the following instruments, insofar as said overriding royalty interest cover the Lands:

- 1) Assignment of Overriding Royalty Interest dated August 26, 1991, recorded in Volume 513, page 1, Deed Records, between Vale Natural Gas America Corporation, and Assignor, and Jasper Resources, Inc. and El Paso Minerals Company, as Assignee.
- 2) Assignment of Overriding Royalty Interest dated October 1, 1993, recorded in Volume 531, page 759, Official Public Records, between Vale Natural Gas America Corporation, as Assignor, and John B. Syptak and El Paso Minerals Company, as Assignee.

F. This Assignment is subject to that certain Letter Agreement dated July 17, 1991, between Vale Natural Gas America Corporation and Zabcon Energy, Inc.

G. Assignor hereby waives any preferential right to purchase she has by virtue of her retained interest in the Lease and the Lands pursuant to any Operating Agreements or other instruments, for any transactions that occur on or before April 1, 1995.

H. This Assignment is subject to any depth limitations of record.

I. This Assignment and Bill of Sale may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one Assignment.

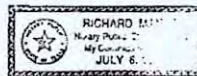
J. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns forever, and Assignor hereby binds herself to warrant and forever defend, all and singular, such leasehold interest assigned herein unto Assignees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Assignor, but not otherwise.

Jayne Gordon
JAYNE GORDON

By: _____
Name: _____
Title: _____

By: ATA
Name: RIK MANI
Title: CUSTOMER SERVICE REP

STATE OF TEXAS \$
COUNTY OF REEVES \$



Richard M. Smith
Notary Public, State of Texas

STATE OF TEXAS \$
COUNTY OF REEVES \$

Notary Public, State of Texas

BOOK 547 PAGE 503

J. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns forever, and Assignor hereby binds herself to warrant and forever defend, all and singular, such leasehold interest assigned herein unto Assignees, their successors and assigns, against every person whomever lawfully claiming or to claim the same, or any part thereof, by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this ___ day of February, 1995.

JAYNE GORDON

A S S I G N O R

CANADIAN LONGHORN PETROLEUM CORP.

By: Barrett W. Pierce
Name: Barrett W. Pierce
Title: President

VALE NATURAL GAS AMERICA CORP.

By: _____
Name: _____
Title: _____

JAMES E. ZABCIK

A S S I G N E E S

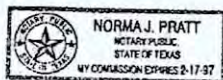
STATE OF TEXAS §
COUNTY OF REEVES §

This instrument was acknowledged before me on this ___ day of February, 1995, by Jayne Gordon.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF POTTER §

This instrument was acknowledged before me on this 20 day of February, 1995, by Barrett W. Pierce, President of Canadian Longhorn Petroleum Corporation, a Texas corporation, on behalf of said corporation.



Norma J. Pratt
Notary Public, State of Texas

BOOK 547 PAGE 504

J. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns forever, and Assignor hereby binds herself to warrant and forever defend, all and singular, such leasehold interest assigned herein unto Assignees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this ____ day of February, 1995.

JAYNE GORDON

A S S I G N O R

CANADIAN LONGHORN PETROLEUM CORP.

By: _____
Name: _____
Title: _____

VALE NATURAL GAS AMERICA CORP.

By: David L. Leland
Name: David L. Leland
Title: President

JAMES E. ZABCIK

A S S I G N E E S

STATE OF TEXAS §
COUNTY OF REEVES §

This instrument was acknowledged before me on this ____ day of February, 1995, by Jayne Gordon.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF REEVES §

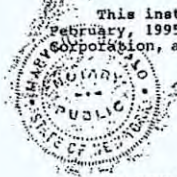
This instrument was acknowledged before me on this ____ day of February, 1995, by _____ of Canadian Longhorn Petroleum Corporation, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

BOOK 547 PAGE 505

STATE OF ^{New York} TEXAS §
COUNTY OF ^{New York} REEVES §

This instrument was acknowledged before me on this 26 day of February, 1995, by Gay Land, President of Vale Natural Gas America Corporation, a Delaware corporation, on behalf of said corporation.



Maryann Bucalo
Notary Public, State of Texas ^{New York}

MARYANN BUCALO
Notary Public, State of New York
No. 01BU4617773
Qualified in Kings County
Commission Expires October 31, 1995

STATE OF TEXAS §
COUNTY OF REEVES §

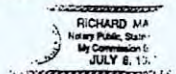
This instrument was acknowledged before me on this ___ day of February, 1995, by James E. Zabcik.

Notary Public, State of Texas

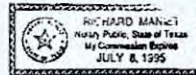
BOOK 547 PAGE 506

STATE OF TEXAS §
COUNTY OF REEVES §

This instrument was acknowledged before me on this 15 day of February, 1995, by Gay Land, President of Vale Natural Gas America Corporation, a Delaware corporation, on behalf of said corporation.



Rich Mallet
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF REEVES §

This instrument was acknowledged before me on this 15 day of February, 1995, by James E. Zabcik.

Rich Mallet
Notary Public, State of Texas

2095/AB08/00008

-4-

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

FILED FOR RECORD ON THE 27TH DAY OF FEBRUARY A.D. 1995 AT 3:44 P. M.

DULY RECORDED ON THE 28TH DAY OF FEBRUARY A.D. 1995 AT 4:00 P. M.

BY Seneca Scott DEPUTY

DIANNE G. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

affidavit
11-30-04

FILE# 2138

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF REEVES

That, Jim E. Zabcik, 4022 Colquitt, Houston TX 77027; Joplin-Crutchner, LLC 407 S. Tennessee, McKinney, TX 75069; Ronald L. Meeks, P. O. Box 3340, Conroe, TX 77305-3340 and Wayne L. Rea, II, P. O. Box 31900-164, Houston, TX 77231, hereinafter referred to as Assignors, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has bargained, transferred, sold and conveyed and by these presents does hereby bargain, transfer, sell and convey unto Canadian Longhorn Petroleum Corporation, 2805 W. 15th Ave., Amarillo, TX 79102, hereinafter referred to as Assignee, all of the right, title and interest that Assignors acquired from Meeks Enterprise, Inc. in and to the oil and gas leases and other real property interests covering the land described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Lands"), together with all of the interest in and to all rights incident thereto, the personal property located thereon, appurtenant thereto or used or obtained in connection therewith (the "Interests") that was acquired from Meeks Enterprise, Inc. This Assignment and Bill of Sale is subject to all existing agreements, both recorded and unrecorded which affect the Lands. This Assignment and Bill of Sale conveys only the interest that Assignors received from Meeks Enterprise, Inc. and this Assignment and Bill of Sale does not include the interests owned by Jim E. Zabcik, ("Zabcik Prior Interest") prior to the Assignment from Jayne R. Gordon to Meeks Enterprises, Inc., which Zabcik Prior Interest remains the property of Jim E. Zabcik.

del.
rights

This Assignment and Bill of Sale is made without warranties and covenants of any kind, either express or implied, on the part of Assignors, except Assignors warrant that the interest herein assigned is all of the interest acquired by Meeks Enterprises, Inc. from Jayne R. Gordon pursuant to that certain Assignment and Bill of Sale dated December 22, 2005 with an Effective Date of 11:59 p.m. local time November 30, 2005 and filed for record in Volume 719, Page 709 of the Deed Records of Reeves County, Texas, but IN SO FAR AND ONLY IN SO FAR as said Assignment and Bill of Sale covers the oil and gas lease and other real property interests covering the land described on Exhibit "A" attached hereto and warrant the interest herein conveyed by, through and under Assignors, but not otherwise. However, for the same consideration, Assignors do hereby transfer and assign unto Assignee, all of Assignors' right, title and interest in and to any and all warranties and covenants heretofore made by any person or other legal entity with respect to the Interests herein assigned and Assignors agree that Assignee, as the owner of the Interests herein assigned, shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Assignors now have.

THE INTERESTS HEREIN ASSIGNED IN AND TO ANY PERSONAL PROPERTY ARE ASSIGNED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THEIR MERCHANTABILITY, QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR USE. THE INTERESTS HEREIN ASSIGNED IN AND TO THE ABOVE DESCRIBED PERSONAL PROPERTY ARE ASSIGNED "AS IS" AND "WITH ALL FAULTS."

TO HAVE AND HOLD the interests herein conveyed unto the Assignee, its successors and assigns forever.

11-30-05

This ASSIGNMENT AND BILL OF SALE is made pursuant to a Settlement Agreement to settle Cause No. 07-11-18961-CVR, Canadian Longhorn Petroleum Corp. vs. Jim E. Zabcik, Joplin-Crutcher, LLC, Ronald L. Meeks, and Wayne L. Rea, II; in the 143rd District Court; in and for Reeves County, Texas.

IN WITNESS WHEREOF, this agreement has been executed this 7th day of May, 2008, but effective for all purposes as of 11:59 p.m. local time November 30, 2005.

Jim E. Zabcik
Jim E. Zabcik

Joplin-Crutcher, LLC
a Texas limited liability Company

By: Joe M. Joplin, Member

Ronald L. Meeks
Ronald L. Meeks

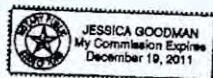
Wayne L. Rea, II
Wayne L. Rea, II

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 7th day of May, 2008, by Jim E. Zabcik.

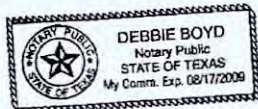


Jessica Goodman
Notary Public, State of Texas
My Commission Expires:

STATE OF TEXAS

COUNTY OF Collin

This instrument was acknowledged before me on this 6 day of May, 2008, by Joe M. Joplin, Member of Joplin-Crutcher, L.L.C.

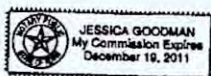


Debbie Boyd
Notary Public, State of Texas
My Commission Expires:

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 5th day of May, 2008, by Ronald L. Meeks.

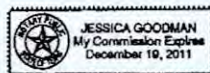


Jessica Goodman
Notary Public, State of Texas
My Commission Expires: 12/19/11

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this 5th day of May, 2008, by Wayne L. Rea, II.



Jessica Goodman
Notary Public, State of Texas
My Commission Expires: 12/19/11

EXHIBIT "A"

Attached to and made a part of that Assignment and Bill of Sale,
effective 11:59 P.M. November 30, 2005, by and between Jim E.
Zabcik, et al, as Assignors, and Rio Petroleum Inc., as Assignee

RANDOLPH STATE GAS UNIT: Oil and Gas Lease dated January 21, 1953, recorded in
Volume 151, page 58 of the Oil and Gas Records of Reeves County, Texas, from A.T. Randolph,
et al, as Lessor, to William W. Campbell, as Lessee, insofar as said lease covers rights below
4,000 feet below the surface in the S/2 of Section 34, Block 57, T-2, T&P Ry. Co., Survey,
Reeves County, Texas.

MF040133

Subject to:

- (a) Pooling Agreement dated October 30, 1974, recorded in Volume 332, page 619, Oil and Gas Records of Reeves County, Texas, covering gas and condensate below 4,000 feet in Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas. ✓
- (b) Operating Agreement dated March 1, 1974, as amended, between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-Operator.
- (c) Gas Purchase Contract dated March 9, 1973, between Chevron USA, Inc., as Seller, and TUFCO / Valero, as Purchaser.

Mail to: Rio Petroleum, Inc.
2805 W. 15th Avenue
Amarillo, TX 79102

Page 4 of 4

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

FILE# 2138

FILED FOR RECORD ON THE 28TH DAY OF MAY A.D. 2008 9:30A. M.

DULY RECORDED ON THE 29TH DAY OF MAY A.D. 2008 2:00 P. M.

BY: *Dianne O. Florez*, DEPUTYDIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

affidavit 11-30-05

BOOK 719 PAGE 709

12-22-05

FILE#5796

ASSIGNMENT AND BILL OF SALE

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

Jayne Gordon

WHEREAS, JAYNE R. GORDON, whose mailing address is 12742 ^{off} Huntingwick, Houston, Texas 77024 (hereinafter referred to as "Assignor"), is the present owner of certain interest in the oil, gas and other minerals, royalty, overriding royalty and leasehold rights acquired from James E. Zabcik by Assignment and Bill of Sale dated February 15, 1995, and filed for record in Volume 547, Page 496 in the Deed Records of Reeves County, Texas (hereinafter referred to as "the Leases"), covering the lands described in Exhibit A attached hereto and made a part hereof for all purposes in Reeves County, Texas (hereinafter referred to as "the Lands").

109-

WHEREAS, MEEKS ENTERPRISES INC., whose mailing address is P.O. Box 3340, Conroe, Texas, 77305-33 40 (hereinafter referred to as "Assignee"), desires to acquire from Jayne R. Gordon all of her currently owned rights, titles, and interest in and to the oil, gas and other minerals, royalty, overriding royalty and leasehold rights she acquired from James E. Zabcik by the aforesaid Assignment and Bill of Sale and any and all minerals, royalty, overriding royalty, oil, gas and mineral leases and any and all oil and gas interests owned by Assignor in Reeves County, Texas.

107%
all rights

W I T N E S S

to
Meeks
Enterprises

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, hereby agree to the following terms and conditions:

I. CONVEYANCE

A. Assignor does hereby transfer, assign and convey unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lands and the Leases and certain interest in the oil, gas and other minerals, royalty, overriding royalty, working interest, reversionary rights, and leasehold rights acquired from James E. Zabcik by Assignment and Bill of Sale dated February 15, 1995, and filed for record in Volume 547, Page 496 in the Deed Records of Reeves County, Texas and any and all minerals, royalty, overriding royalty, oil, gas and mineral leases and any and all oil and gas interests owned by Assignor in Reeves County, Texas, and specifically does hereby transfer, assign, and convey unto Assignee all of her right, title, and interest in, to and under the oil, gas, and other minerals, leases, royalty, overriding royalty and other mineral interest set forth and described in Exhibit A which is attached hereto

11-30-05

and made apart hereof for all purposes together with all of Assignor's right, title and interest in and to any and all interest in all of the oil wells, gas wells, water wells, salt-water disposal wells, tanks, pumps, pipelines, water lines, roads, buildings, easements and rights-of way, machinery, facilities, equipment, fixtures, any personal property used in connection with the oil and gas operations on the Lands except equipment owned exclusively by third parties, any agreements or contracts pertaining to the Leases and the Lands insofar and only insofar as said contracts and agreements cover the interest assigned herein.

B. ASSIGNOR DOES NOT WARRANT OR REPRESENT, EITHER EXPRESSLY OR BY IMPLICATION, THE CONDITION OR ANY WELLS OR EQUIPMENT OR THE QUANTITY, QUALITY OR CONDITION OF ANY MATERIAL AND EQUIPMENT OR ITS FITNESS FOR USE OR THE SUITABILITY FOR USE OF SAME IN WHOLE OR IN PART. ASSIGNOR DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY OR ANY PERSONAL PROPERTY OR OF THE FITNESS OF ANY PERSONAL PROPERTY FOR ANY PURPOSE, AND ASSIGNEE AGREES THAT ANY PERSONAL PROPERTY IS SOLD "AS IS" AND "WHERE IS".

C. Assignor saves and excepts here from any and all sums, production, adjustments of production, unpaid proceeds owned Assignor accruing by virtue of production from the Leases and the Lands prior to the Effective Date of this Assignment, including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

D. The Effective Date for this Assignment and Bill of Sale shall be 11:59 p.m. local time November 30, 2005, regardless of the date of execution hereof.

2. COVENANTS

A. This Assignment is subject to the terms and provisions of the instruments as shown on Exhibit "A", attached.

B. Assignee agrees to observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Leases and will comply with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the rights herein assigned.

C. Assignee shall be responsible for the payment of all ad valorem property and or production taxes on the property conveyed herein assessed after the Effective Date herein for the year 2005 and thereafter.

D. The interest assigned is subject to its proportionate share of the following overriding royalty interests: a) Assignment of Overriding Royalty Interest dated August 26 1991, recorded in Volume 513, page 1, Deed Records, Reeves County, Texas, between Vale Natural Gas American Corporation, as Assignor, and Jasper Resources, Inc., and El Paso Minerals Company, as Assignees, and b) Assignment of Overriding Royalty Interest dated October 1, 1993, recorded in Volume 531, page 759, Official Public Records, Reeves County,

Texas, between Vale Natural Gas American Corporation, as Assignor, and John B. Syptka and El Paso Minerals Company, as Assignees.

E. This Assignment is subject to that certain Letter Agreement dated July 17, 1991, between Vale Natural Gas American Corporation and Zabcon Energy, Inc.

F. This Assignment and Bill of Sale may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one Assignment.

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

IN WITNESS WHEREOF, this Assignment is executed one the 22 day of December 2005.

ASSIGNOR

Jayne R. Gordon
JAYNE R. GORDON

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Jayne R. Gordon acknowledged this instrument before me on this 22 day of December 2005.



Jessica Goodman
Notary Public in and for STATE OF TEXAS

ASSIGNEE

MEEKS ENTERPRISES INC

By: Ronald L. Meeks
Printed Name: RONALD L. MEEKS
Title: President

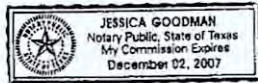
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

§
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§

Ronald L. Meeks, as President of Meeks Enterprises Inc., acknowledged this instrument before me on this 21 day of December 2005.



Jessica Goodman
Notary Public in and for STATE OF TEXAS

AFTER RECORDING

RETURN TO:

Ronald L. Meeks
MEEKS ENTERPRISES INC.
P.O. Box 3340
Conroe, Texas 77305-3340

EXHIBIT "A"TO ASSIGNMENT AND BILL OF SALE
FROM JAYNE GORDON TO
MEEKS ENTERPRISES INC.

1. FORTUNE UNIT: The oil and gas leases and lands described as follows:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>O&G RECORDS VOL / PAGE</u>
R.E. Boyle	The Superior Oil Company	06-26-72	314 / 67
Carl B. & Florence E. Kind Fdn	The Superior Oil Company	06-28-72	314 / 758
James D. Dye, Indiv. And as Exec. U/W/O F.W. Dye	The Superior Oil Company	08-22-72	314 / 761
Martha Jean Moses	The Superior Oil Company	08-22-72	314 / 764
Peter N. Wiggins, III	The Superior Oil Company	08-22-72	314 / 767
William R. Wiggins	The Superior Oil Company	08-22-72	314 / 770
Mrs. Frankie R. Vogt	The Superior Oil Company	08-22-72	314 / 773
Marie E. Benson	The Superior Oil Company	08-22-72	314 / 776
J.E. Warren, et al	The Superior Oil Company	08-22-72	314 / 779

INSOFAR as the above described oil and gas leases cover and include all of Section 3, Block 57, Township 3, T&P Ry. Co. Survey, Reeves County, Texas, as to all depths below 3,200 feet beneath the surface.

2. RANDOLPH STATE GAS UNIT: Oil and Gas Lease dated January 21, 1953, recorded in Volume 151, page 58 of the Oil and Gas Records of Reeves County, Texas, from A.T. Randolph, et al., as Lessor, to William W. Campbell, as Lessee, insofar as said lease covers rights below 4,000 feet below the surface in the S/2 of Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.

Subject to:

- (a) Pooling Agreement dated October 30, 1974, recorded in Volume 332, page 619, Oil and Gas Records of Reeves County, Texas, covering gas and condensate below 4,000 feet in Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.
 - (b) Operating Agreement dated March 1, 1974, as amended, between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-operator.
 - (c) Gas Purchase Contract dated March 9, 1973, between Chevron USA, Inc., as Seller, and TUFECO / Valero, as Purchaser.
3. J. RANDOLPH ROYALTY, being an overriding royalty interest in the N/2 NW/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 2,991 feet below the surface.
4. G. RANDOLPH ROYALTY, being an overriding royalty interest in the S/2 NE/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,070 feet below the surface.
5. TXL "M" ROYALTY, being an overriding royalty interest in the N/2 SW/4 of Section 47, Block 57, T-2, and T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,069 feet below the surface.

6. SALT WATER DISPOSAL SYSTEM, being a Salt Water Disposal Agreement dated June 3, 1987, by and between Atlantic Richfield Company, as Operator, and Chevron USA, Inc. and Atlantic Richfield Company, as Second Party.

FILE NO. 5796		DEPT. PROMOTION HEREIN IS NOT A FINE AND SHALL BE USED FOR USE IN THE COUNTY OF REEVES COUNTY, TEXAS OR FOR THE COUNTY OF REEVES COUNTY, TEXAS	
FILED FOR RECORD ON THE 27TH	DAY OF DECEMBER	A.D. 2005	2:04 P. M.
DULY RECORDED ON THE 28TH	DAY OF DECEMBER	A.D. 2005	2:00 P. M.
BY: <i>[Signature]</i>	DEPUTY	DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, TEXAS	

11-30-05

12-30-05

FILE# 1428

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

COUNTY OF REEVES

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MEEKS ENTERPRISES INC., whose mailing address is P.O. Box 3340, Conroe, Texas, 77305-3340 (hereinafter referred to as "Assignor"), is the present record owner of certain interest in the oil, gas and other minerals, royalty, overriding royalty, leasehold and other rights acquired (hereinafter referred to as "the Interests") from JAYNE R. GORDON, whose mailing address is 12748 Huntingwick, Houston, Texas 77024 by Assignment and Bill of Sale dated December 22, 2005 with an Effective Date of 11:59 p.m. local time November 30, 2005 and filed for record in Volume 719, Page 709 in the Official Public Records of Reeves County, Texas (hereinafter referred to as "the Assignment").

WHEREAS, JIM E. ZABICK, whose mailing address is 4022 Colquitt, Houston, Texas 77027 (hereinafter referred to as "Assignee"), desires to acquire from Assignor 50.00% of the rights, titles, and interest in and to the Interests Assignor acquired from JAYNE R. GORDON by the Assignment.

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, hereby agree to the following terms and conditions:

1. CONVEYANCE

A. Subject to all of the terms, conditions, provisions, agreements and documents listed and described in the Assignment and in Exhibit "A" attached thereto and made a part thereof for all purposes, Assignor does hereby transfer, assign and convey unto Assignee, his successors and assigns, 50.00% of the Interests acquired from JAYNE R. GORDON, whose mailing address is 12748 Huntingwick, Houston, Texas 77024, by Assignment and Bill of Sale dated December 22, 2005 with an Effective Date of 11:59 p.m. local time November 30, 2005 and filed for record in Volume 719, Page 709 in the Deed Records of Reeves County, Texas, together with 50.00% of the Interests conveyed to Assignor by the Assignment in any and all interest in oil wells, gas wells, water wells, salt-water disposal wells, tanks, pumps, pipelines, water lines, roads, buildings, easements and rights-of way, machinery, facilities, equipment, fixtures, any personal property used in connection with the oil and gas operations on the lands covered by the Interests except equipment owned exclusively by third parties, and any agreements or contracts pertaining

meeks
to

1/2 of 10%

Jim Zabick

11-30-05

to the Interests insofar and only insofar as said contracts and agreements cover the Interest assigned herein.

B. ASSIGNOR DOES NOT WARRANT OR REPRESENT, EITHER EXPRESSLY OR BY IMPLICATION, THE CONDITION OR ANY WELLS OR EQUIPMENT OR THE QUANTITY, QUALITY OR CONDITION OF ANY MATERIAL AND EQUIPMENT OR ITS FITNESS FOR USE OR THE SUITABILITY FOR USE OF SAME IN WHOLE OR IN PART. ASSIGNOR DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY OR ANY PERSONAL PROPERTY OR OF THE FITNESS OF ANY PERSONAL PROPERTY FOR ANY PURPOSE, AND ASSIGNEE AGREES THAT ANY PERSONAL PROPERTY IS SOLD "AS IS" AND "WHERE IS".

C. Assignor saves and excepts here from any and all sums, production, adjustments of production, unpaid proceeds owned Assignor accruing by virtue of production from the Leases and the Lands prior to the Effective Date of this Assignment, including but not limited to production in the tanks above the pipeline connection on the Effective Date hereof.

D. The Effective Date for this Assignment and Bill of Sale shall be 11:59 p.m. local time November 30, 2005, regardless of the date of execution hereof.

2. COVENANTS

A. This Assignment is subject to the terms and provisions of the instruments as shown on Exhibit "A", attached.

B. Assignee agrees to observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Interest and the Assignment and will comply with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the rights herein assigned.

C. Assignee certifies that this transaction does not conflict with or violate any contract, agreement, law, regulation, decree of court order to which Assignor is a party and all actions required by Assignor in connection with the execution and delivery of this Assignment have been taken.

D. Assignee shall be responsible for the payment of all ad valorem property and or production taxes on the property conveyed herein assessed after the Effective Date herein for the year 2005 and thereafter.

E. The interest assigned is subject to its proportionate share of the following overriding royalty interests: a) Assignment of Overriding Royalty Interest dated August 26 1991, recorded in Volume 513, page 1, Deed Records, Reeves County, Texas, between Vale Natural Gas American Corporation, as Assignor, and Jasper Resources, Inc., and El Paso Minerals Company, as Assignees, and b) Assignment of Overriding Royalty Interest dated

October 1, 1993, recorded in Volume 531, page 759, Official Public Records, Reeves County, Texas, between Vale Natural Gas American Corporation, as Assignor, and John B. Syptka and El Paso Minerals Company, as Assignees.

F. This Assignment is subject to that certain Letter Agreement dated July 17, 1991, between Vale Natural Gas American Corporation and Sabcon Energy, Inc.

G. This Assignment and Bill of Sale may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one Assignment.

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

I. This Assignment and Bill of Sale is made without warranty, express or implied.

IN WITNESS WHEREOF, this Assignment is executed one the 30th day of December 2005.

ASSIGNOR
MEEKS ENTERPRISES INC

By: Ronald L. Meeks
Printed Name: RONALD L. MEEKS
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

Ronald L. Meeks, as President of Meeks Enterprises Inc., acknowledged this instrument before me on this 30 day of December 2005.



Jessica Goodman
Notary Public in and for STATE OF TEXAS

ASSIGNEE

JIM E. ZABCIK

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Jim E. Zabcik acknowledged this instrument before me on this 19th ^{January 2006} day of ~~December~~ 2005. *[Signature]*

[Signature]
Notary Public in and for STATE OF TEXAS

AFTER RECORDING
RETURN TO:

Jim Zabcik
4022 Colquitt
Houston, TX 77027



EXHIBIT "A"TO ASSIGNMENT AND BILL OF SALE
FROM MEEKS ENTERPRISES INC. TO
JIM E. ZABCIK

- 1.
- FORTUNE UNIT:
- The oil and gas leases and lands described as follows:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>O&G RECORDS VOL / PAGE</u>
R.E. Boyle	The Superior Oil Company	06-26-72	314 / 67
Carl B. & Florence E. Kind Fdn	The Superior Oil Company	06-28-72	314 / 758
James D. Dye, Indiv. And as Exec. U/W/O F.W. Dye	The Superior Oil Company	08-22-72	314 / 761
Martha Jean Moses	The Superior Oil Company	08-22-72	314 / 764
Peter N. Wiggins, III	The Superior Oil Company	08-22-72	314 / 767
William R. Wiggins	The Superior Oil Company	08-22-72	314 / 770
Mrs. Frankie R. Vogt	The Superior Oil Company	08-22-72	314 / 773
Marie E. Benson	The Superior Oil Company	08-22-72	314 / 776
J.E. Warren, et al	The Superior Oil Company	08-22-72	314 / 779

INSOFAR as the above described oil and gas leases cover and include all of Section 3, Block 57, Township 3, T&P Ry. Co. Survey, Reeves County, Texas, as to all depths below 3,200 feet beneath the surface.

2. RANDOLPH STATE GAS UNIT: Oil and Gas Lease dated January 21, 1953, recorded in Volume 151, page 58 of the Oil and Gas Records of Reeves County, Texas, from A.T. Randolph, et al., as Lessor, to William W. Campbell, as Lessee, insofar as said lease covers rights below 4,000 feet below the surface in the S/2 of Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.

MF 040133

Subject to:

- (a) Pooling Agreement dated October 30, 1974, recorded in Volume 332, page 619, Oil and Gas Records of Reeves County, Texas, covering gas and condensate below 4,000 feet in Section 34, Block 57, T-2, T&P Ry. Co. Survey, Reeves County, Texas.
- (b) Operating Agreement dated March 1, 1974, as amended, between Gulf Oil Corporation, as Operator, and Atlantic Richfield Company, as Non-operator.
- (c) Gas Purchase Contract dated March 9, 1973, between Chevron USA, Inc., as Seller, and TUFCO / Valero, as Purchaser.

3. J. RANDOLPH ROYALTY, being an overriding royalty interest in the N/2 NW/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 2,991 feet below the surface.
4. G. RANDOLPH ROYALTY, being an overriding royalty interest in the S/2 NE/4 of Section 46, Block 57, T-2, T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,070 feet below the surface.
5. TXL "M" ROYALTY, being an overriding royalty interest in the N/2 SW/4 of Section 47, Block 57, T-2, and T&P RR Co. Survey, Reeves County, Texas, from the surface down to 3,069 feet below the surface.

6. SALT WATER DISPOSAL SYSTEM, being a Salt Water Disposal Agreement dated June 3, 1987, by and between Atlantic Richfield Company, as Operator, and Chevron USA, Inc. and Atlantic Richfield Company, as Second Party.

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

FILE NO. 1428

FILED FOR RECORD ON THE 17TH DAY OF MARCH A.D. 2006 2:45 P. M.

DULY RECORDED ON THE 20TH DAY OF MARCH A.D. 2006 11:00 A. M.

BY: *Dianne O. Florez* DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

File No. MF 040133
Chain of title assignments
from Petshawks
Date Filed: 8-7-12
Jerry E. Patterson, Commissioner
By Boyd

Petrohawk Energy Corp.

Tract Number	Recorded Date	Effective Date	Instrument Date	Instrument Number	Instrument Name	Book	Page	Recordation Type	State	County/Parish	From	To	Tract Description	Abstractor's Note
389-2208-002		3/1/1974	3/1/1974	389-0000 Randolph Operating Agreement	AGREEMENT			UNRECORDED	TX	Reeves	GULF OIL CORPORATION - OPERATOR	ATLANTIC RICHFIELD COMPANY - NON OPERATOR		SECTION 34, BLOCK 57, TOWNSHIP 2, REEVES COUNTY, TEXAS, CONTAINING 640 ACRES, MORE OR LESS - AS TO RIGHTS BELOW THE DEPTH OF 4,000 FEET ONLY
389-2208-002	1/13/1910		1/8/1910	389-25-158	CERTIFICATE OF OCCUPANCY	25	158	DEED RECORDS	TX	Reeves	J.T. ROBINSON, COMMISSIONER OF THE GENERAL LAND OFFICE	L.B. HAYES	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	11/17/1910		11/7/1910	389-30-20	WARRANTY DEED	30	20	DEED RECORDS	TX	Reeves	L.B. HAYES	A.T.RANDOLPH	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	12/19/1910		12/12/1910	389-30-73	SPECIAL WARRANTY DEED	30	73	DEED RECORDS	TX	Reeves	A.T. RANDOLPH	LAMKIN BROS COMPOSED OF L.B. AND J.W. LAMKIN	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	1/2 INTEREST
389-2208-002	8/5/1925		7/30/1925	389-60-169	AFFIDAVIT	60	169	DEED RECORDS	TX	Reeves	W.P. BALL, ET AL	THE PUBLIC	NONE DESCRIBED	STATES L.B. LAMKIN IS DECEASED AND LEAVES ROSA B. LAMKIN AND PHILIP LAMKIN AS ONLY HEIRS
389-2208-002	10/14/1925		10/13/1925	389-60-316	WARRANTY DEED	60	316	DEED RECORDS	TX	Reeves	J.W. MOORE	ARCH B. BELL	S/2 OF SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	7/26/1935		5/10/1930	389-80-277	CERTIFIED COPY OF PROBATE	80	277	DEED RECORDS	TX	Reeves	ESTATE OF J.W. LAMKIN	LETTIE LAMKIN 1/2h GERTRUDE L. ZINCK 1/4 JAMES B. LAMKIN 1/4S	AN UNDIVIDED 1/8TH INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	3/30/1938		3/8/1938	389-88-340	AFFIDAVIT	88	340	DEED RECORDS	TX	Reeves	G.A. WYNNE, ET AL	THE PUBLIC	NONE DESCRIBED	STATES ROSA B. LAMKIN'S ONLY HEIR WAS PHILIP LAMKIN WHO IS DECEASED
389-2208-002	7/15/1946		8/8/1945	389-106-430	CERTIFIED COPY OF PROBATE	106	430	DEED RECORDS	TX	Reeves	ESTATE OF ROSA B. LAMKIN	METHODIST ORPHANS HOME 1/25 HUNTSVILLE MEMORIAL HOSPITAL 1/4S TOM BALL 1/4	3/8THS OF SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	3/10/1951		2/9/1951	389-6-181	PATENT	6	181	PATENT RECORDS	TX	Reeves	THE STATE OF TEXAS ✓	A.T. RANDOLPHS L.B. LAMKIN J.W. LAMKIN	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	3/6/1953		1/21/1953	389-1299	OIL AND GAS LEASE	151	58	DEED RECORDS	TX	Reeves	A T RANDOLPH ET AL	WILLIAM W CAMPBELL	S/2 OF SEC 34 AND ALL OF SEC 40 BLK 57 ABSTRACTS 2208 & 2211 T 2 T&P RY CO SURVEY CONTAINING 960 ACRES MORE OR LESS	
389-2208-002	4/3/1953		1/21/1953	389-151-58	OIL AND GAS LEASE	151	58	DEED RECORDS	TX	Reeves	A.T. RANDOLPHS J.B. LAMKINS GERTRUDE ZINCK JOINED BY HER HUSBAND H.A. ZINCK TOM BALL, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF ROSA B. LAMKIN DECEASED AS AGENT FOR THE STATE OF TEXAS	WILLIAM W. CAMPBELL	S/2 OF SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	4/10/1953		3/14/1953	389-151-396	RATIFICATION OF OIL AND GAS LEASE	151	396	DEED RECORDS	TX	Reeves	METHODIST ORPHANS HOME OF WACO, TEXAS AND HUNTSVILLE MEMORIAL HOSPITAL	WILLIAM W. CAMPBELL		
389-2208-002	4/22/1953	MF 040133	1/21/1953	389-2192	RATIFICATION OF OIL AND GAS LEASE	151	396	OFFICIAL PUBLIC RECORDS	TX	Reeves	A T RANDOLPH JAMES B LAMKIN GERTRUDE L ZINCK AND HUSBAND H A ZINCK AND TOM BALL INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ROSA B LAMKIN DECEASED INDIVIDUALLY AND AS AGENTS FOR THE STATE OF TEXAS ✓	WILLIAM W CAMPBELL	S/2 OF SEC 34 AND ALL OF SEC 40 BLK 57 ABSTRACTS 2211 & 2208 T 2 T&P RY CO SURVEY CONTAINING 960 ACRES MORE OR LESS	
389-2208-002	5/22/1953		3/5/1953	389-151-394	DECLARATION	151	394	DEED RECORDS	TX	Reeves	A. T. RANDOLPH, GERTRUDE L. ZINCK, JAMES B. LAMKIN, TOM BALL, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ROSA B. LAMKIN, DECEASED	PUBLIC		

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389-2208-002	6/9/1954		4/26/1954	389-157-7	ASSIGNMENT OF OIL AND GAS LEASE	157	7	DEED RECORDS	TX	Reeves	WILLIAM W. CAMPBELL	J. R. MEEKER		
389-2208-002	2/14/1956		4/26/1954	389-166-606	ASSIGNMENT OF OIL AND GAS LEASE	166	606	DEED RECORDS	TX	Reeves	WILLIAM W. CAMPBELL	J. R. MEEKER		
389-2208-002	5/16/1956		3/6/1956	389-169-226	ASSIGNMENT OF OIL AND GAS LEASE	169	226	DEED RECORDS	TX	Reeves	J. R. MEEKER	GULF OIL CORPORATION		
389-2208-002	10/10/1957		8/9/1957	389-177-407	OIL AND GAS LEASE	177	407	OFFICIAL PUBLIC RECORDS	TX	Reeves	A T RANDOLPH TOM BALL INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ROSA B LAMKIN GERTRUDE L ZINCK & HUSBAND H A ZINCK J B LAMKIN & WIFE JUANITA G LAMKIN METHODIST HOME HUNTSVILLE MEMORIAL HOSPITAL INDIVIDUALLY AND AS AGENT FOR THE STATE OF TEXAS HEREIN REFERRED TO AS OWNER OF THE SOIL WHETHER ONE OR MORE	JOSEPH B RUPPE	THE N/2 OF SEC 34 BLK 57 ABSTRACT 2208 T 2 T&P RY CO SURVEY CONTAINING 320 ACRES MORE OR LESS	
389-2208-002	10/11/1957		8/19/1953	389-179-11	GUARDIAN'S DEED	179	11	DEED RECORDS	TX	Reeves	PAUL P. REGNIER, GUARDIAN OF THE ESTATE OF MRS. LETTIE LAMKIN	JAMES B. LAMKIN AND GERTRUDE L. ZINCK	AN UNDIVIDED 1/16TH INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXASN VARIOUS OTHER LANDS	
389-2208-002	8/6/1958		11/23/1957	389-183-287	CERTIFIED COPY OF PROBATE	183	287	DEED RECORDS	TX	Reeves	ESTATE OF A T RANDOLPH DECEASED	THE PUBLIC	AN UNDIVIDED 1/2 INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXASp VARIOUS OTHER LANDS	
389-2208-002	5/25/1959		6/30/1953	389-188-397	CERTIFIED COPY OF PROBATE	188	397	DEED RECORDS	TX	Reeves	ESTATE OF LETTIE LAMKIN	JAMES B. LAMKIN GERTRUDE L. ZINCK	AN UNDIVIDED 1/16TH INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXASN VARIOUS OTHER LANDS	
389-2208-002	3/27/1967		1/23/1967	389-264-646	WARRANTY DEED	264	646	DEED RECORDS	TX	Reeves	METHODIST HOME	METHODIST HOME FOUNDATION	PROPERTY RECEIVED UNDER WILL OF ROSA B. LAMKIN	
389-2208-002	11/21/1967		6/26/1958	389-271-258	CERTIFIED COPY OF PROBATE	271	258	DEED RECORDS	TX	Reeves	ESTATE OF THOMAS H BALL, DECEASED	THE PUBLIC	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXASN VARIOUS OTHER LANDS	
389-2208-002	11/8/1974	10/30/1974	6/26/1974	389-332-619	POOLING AGREEMENT	332	619	OIL & GAS RECORDS	TX	Reeves	THE STATE OF TEXAS, ET AL	GULF OIL CORPORATION AND ATLANTIC RICHFIELD COMPANY	TRACT 1: THE N/2 OF SECTION 34, BLOCK 57, TOWNSHIP 2, T & P RAILWAY CO. SURVEY, CONTAINING 320 ACRES; AND TRACT 2: THE S/2 OF SECTION 34, BLOCK 57, TOWNSHIP 2, T & P RAILWAY CO. SURVEY, CONTAINING 320 ACRES	
389-2208-002	1/13/1975		3/27/1974	389-331-133	CERTIFIED COPY OF PROBATE	331	133	DEED RECORDS	TX	Reeves	DOROTHY R. STONE, DECEASED	DOROTHY K. STONE TESTAMENTARY TRUST	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	10/24/1975		2/18/1975	389-340-376	ROYALTY DEED	340	376	OIL & GAS RECORDS	TX	Reeves	MRS. M. J. ALBERT, WIFE OF M. J. ALBERT	M. J. ALBERT		
389-2208-002	9/29/1976		9/10/1976	301-54-413	MERGER	54	413	DEED RECORDS	TX	Loving	METHODIST HOME FOUNDATION	METHODIST HOME	NONE DESCRIBED	
389-2208-002	8/5/1977		5/29/1977	389-351-131	ASSIGNMENT	351	131	DEED RECORDS	TX	Reeves	GERTRUDE L. ZINCK	DR. JAMES H. ZINCK AND ALMA ANN REGNIER		
389-2208-002	8/17/1979		5/31/1977	389-378-442	CERTIFIED COPY OF PROBATE	378	442	DEED RECORDS	TX	Reeves	ESTATE OF JAMES BOYD LAMKIN	JUANITA GLASGOW LAMKIN	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	7/8/1980		7/1/1980	389-391-544	CERTIFIED COPY OF PROBATE	391	544	DEED RECORDS	TX	Reeves	THE ESTATE OF WILLIE MAY BALL, DECEASED	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	7/8/1980		2/8/1963	389-391-547	CERTIFIED COPY OF PROBATE	391	547	DEED RECORDS	TX	Reeves	THE ESTATE OF WILLIE MAY BALL, DECEASED	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	7/8/1980		12/5/1979	389-391-557	CERTIFIED COPY OF PROBATE	391	557	DEED RECORDS	TX	Reeves	THE ESTATE OF WILLIE MAY BALL, DECEASED	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	4/24/1981		4/1/1981	389-403-155	ASSIGNMENT OF OIL AND GAS LEASE	403	155	DEED RECORDS	TX	Reeves	PAUL GRAY	TRANS TEX TOOL AND RENTAL SERVICE, INC.	RE: VOL. 151, PAGE 58 INsofar AS IT COVERS THE UNDERSIGNED INTEREST UNDER SECTION 40, BLOCK 57, TOWNSHIP 2, T & P RAILWAY COMPANY SURVEY, REEVES COUNTY, TEXAS	BEING A .437500000 WI
389-2208-002	12/2/1981		10/16/1981	389-413-149	CERTIFIED COPY OF PROBATE	413	149	DEED RECORDS	TX	Reeves	THE ESTATE OF GERTRUDE L. ZINCK	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	4/15/1982		3/24/1982	389-418-713	PETITION	418	713	DEED RECORDS	TX	Reeves	GERTRUDE L. ZINCK	THE PUBLIC	NO SPECIFIC TEXAS PROPERTY DESCRIBED VARIOUS LOUISIANA LANDS DESCRIBED	

Petrohawk Energy Corp.

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389-2208-002	6/19/1986		8/1/1985	389-468-52	UNIT POOLING AGREEMENT AND DESIGNATION	468	52	DEED RECORDS	TX	Reeves	ATLANTIC RICHFIELD COMPANY	CHEVRON USA INC ET AL	SABRE DELAWARE UNIT	INCLUDES OIL LEASE 128/604 IN SECTION 26 BLOCK 57 T-2
389-2208-002	6/19/1986		5/26/1986	389-468-87	RATIFICATION	468	87	DEED RECORDS	TX	Reeves	THE STATE OF TEXAS	ATLANTIC RICHFIELD COMPANY		
389-2208-002	6/23/1986	7/1/1985	6/23/1986	389-468-188	MERGER	468	188	DEED RECORDS	TX	Reeves	GULF OIL CORPORATION	CHEVRON U.S.A., INC.	NO SPECIFIC PROPERTY DESCRIBED	MERGER BETWEEN GULF OIL CORPORATION AND CHEVRON U.S.A., INC.
389-2208-002	7/24/1986		7/24/1986	389-469-27	AGREEMENT	469	27	DEED RECORDS	TX	Reeves	ATLANTIC RICHFIELD COMPANY	PUBLIC		
389-2208-002	1/27/1988		1/11/1988	389-482-551	AFFIDAVIT OF HEIRSHIP	482	551	DEED RECORDS	TX	Reeves	SANDRA ANN TOMASEK ET AL	THE PUBLIC	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	5/16/1988		4/13/1988	389-485-504	PROBATE	485	504	DEED RECORDS	TX	Reeves	THE ESTATE OF A.K. RANDOLPH, DECEASED	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	5/9/1990		4/24/1990	389-501-792	PROBATE	501	792	DEED RECORDS	TX	Reeves	ESTATE OF JUANITA GLASGOW LAMKIN, DECEASED	THE PUBLIC	NO SPECIFIC TEXAS PROPERTY DESCRIBED	
389-2208-002	7/19/1990		10/22/1987	389-503-507	LAST WILL & TESTAMENT	503	507	DEED RECORDS	TX	Reeves	THE ESTATE OF A.K. RANDOLPH, DECEASED	THE PUBLIC	AN UNDIVIDED 1/4 INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	7/1/1991		6/26/1991	389-510-101	DEED	510	101	DEED RECORDS	TX	Reeves	GILBERT G. GLASGOW JR	GILBERT G. GLASGOW JR. AND WIFE HELEN RUTH GLASGOW	1/6 OF UNDIVIDED 1/16 INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	7/1/1991	4/1/1991	6/26/1991	389-510-83	ASSIGN AND BILL OF SALE	510	83	DEED RECORDS	TX	Reeves	TRANS-TEX TOOL & RENTAL SERVICE, INC.	SUBMERGIBLE SERVICES, INC.		
389-2208-002	8/2/1991	6/1/1991	7/30/1991	389-511-35	ASSIGN AND BILL OF SALE	511	35	DEED RECORDS	TX	Reeves	CHEVRON U.S.A., INC.	VALE NATURAL GAS AMERICA CORPORATION		INCLUDES ORRI RESERVED IN 268/391 ASSIGNMENT TO FORD CHAPMAN FROM SURFACE TO 3,069'
389-2208-002	10/29/1991	6/1/1991	8/26/1991	389-513-1	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	513	1	DEED RECORDS	TX	Reeves	VALE NATURAL GAS AMERICA CORPORATION	JASPER RESOURCES INC. AND EL PASO MINERALS COMPANY		
389-2208-002	11/15/1991	6/1/1991	11/12/1991	389-513-434	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	513	434	DEED RECORDS	TX	Reeves	JASPER RESOURCES, INC.	JOHN B. SYPTAK		
389-2208-002	12/2/1991		11/25/1991	389-513-683	DEED	513	683	DEED RECORDS	TX	Reeves	VIRGINIA G. BELEW	HELEN VIRGINIA BELEW BRYANT AND R.T. BRYANT	ALL OF MY UNDIVIDED INTEREST IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	GRANTOR RESERVES TO HERSELF THE EXCLUSIVE POSSESSION, USE, AND ENJOYMENT OF THE RENTS, AND ALL ROYALTIES AND OTHER INCOME ACCRUING TO THE GRANTOR'S INTEREST IN THE LAND FOR HER LIFETIME
389-2208-002	9/8/1992	9/1/1992	8/27/1992	389-520-268	ASSIGN AND BILL OF SALE	520	268	OFFICIAL PUBLIC RECORDS	TX	Reeves	CHEVRON U.S.A., INC.	WALSH & WATTS, INC.		
389-2208-002	12/28/1992	9/1/1992	12/16/1992	389-523-178	AMENDMENT	523	178	OFFICIAL PUBLIC RECORDS	TX	Reeves	CHEVRON U.S.A., INC.	WALSH & WATTS, INC.		
389-2208-002	1/8/1993		1/6/1993	389-4-146	NOTICE OF LIS PENDENS	4	146	LIS PENDENS	TX	Reeves	RIO PETROLEUM INC.	PUBLIC		
389-2208-002	1/21/1993		12/18/1992	389-523-714	SPECIAL WARRANTY DEED	523	714	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE ESTATE OF ALMA ANN REGNIER	PAUL D. REGNIER JR. AND STEPHEN H. REGNIER	NORTH 1/2 OF SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	10/26/1993	8/1/1993	10/1/1993	389-531-759	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	531	759	OFFICIAL PUBLIC RECORDS	TX	Reeves	VALE NATURAL GAS AMERICA CORPORATION	JOHN B. SYPTAK AND EL PASO MINERALS CORPORATION	SOUTH 1/2 OF SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	11/9/1993		8/26/1991	389-532-282	ASSIGNMENT AND BILL OF SALE	532	282	OFFICIAL PUBLIC RECORDS	TX	Reeves	VALE NATURAL GAS AMERICA CORPORATION	BARNEY I. KAHN AND JAMES E. ZABCIK		
389-2208-002	1/31/1994	1/1/1994	1/6/1994	389-535-3	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	535	3	OFFICIAL PUBLIC RECORDS	TX	Reeves	EL PASO MINERALS COMPANY	SANTA FE NATURAL RESOURCES, INC.		
389-2208-002	3/3/1994	10/1/1993	2/28/1994	389-535-762	ASSIGNMENT	535	762	OFFICIAL PUBLIC RECORDS	TX	Reeves	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC.	SEC. 44, BLK 57, T3, A-3036	
389-2208-002	12/13/1994	12/1/1994	12/5/1994	389-544-696	CONVEYANCE	544	696	OFFICIAL PUBLIC RECORDS	TX	Reeves	OASIS PIPELINE COMPANY	WESTERN GAS RESOURCES-TEXAS, INC.	OIL LEASE 151/438 AND OTHERS	OIL LEASE 151/438 AND OTHERS
389-2208-002	2/28/1995	5/30/1994	2/15/1995	389-547-490	ASSIGN AND BILL OF SALE	547	490	OFFICIAL PUBLIC RECORDS	TX	Reeves	BARNEY I. KAHN	M-T PETROLEUM, INC.		

Petrohawk Energy Corp.

Tract Number	Recorded Date	Effective Date	Instrument Date	Instrument Number	Instrument Name	Book	Page	Recordation Type	State	County/Parish	From	To	Tract Description	Abstractor's Note
389-2208-002	2/28/1995	5/31/1994	2/15/1995	389-547-496	ASSIGN AND BILL OF SALE	547	496	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES E. ZABCIK	JAYNE GORDAN		
389-2208-002	2/28/1995	5/31/1994	2/15/1995	389-547-500	ASSIGN AND BILL OF SALE	547	500	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAYNE GORDON	CANADIAN LONGHORN PETROLEUM CORPORATION, VALE NATURAL GAS AMERICA CORPORATION, AND JAMES E. ZABCIK		
389-2208-002	2/28/1995	6/1/1994	2/21/1995	389-547-511	QUITCLAIM ASSIGNMENT	547	511	OFFICIAL PUBLIC RECORDS	TX	Reeves	ROBERT N. PATRICK	M-T PETROLEUM, INC.		
389-2208-002	2/28/1995	6/1/1994	2/16/1995	389-547-515	ASSIGN AND BILL OF SALE	547	515	OFFICIAL PUBLIC RECORDS	TX	Reeves	VALE NATURAL GAS AMERICA CORPORATION	M-T PETROLEUM, INC.		
389-2208-002	2/28/1995	6/1/1994	2/22/1995	389-547-528	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	547	528	OFFICIAL PUBLIC RECORDS	TX	Reeves	M-T PETROLEUM, INC.	B. CHARLES ROGERS AND COMPANY		
389-2208-002	3/10/1995	2/1/1995	3/3/1994	389-547-732	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	547	732	OFFICIAL PUBLIC RECORDS	TX	Reeves	JOHN B. SYPTEK	C.C.W. RESOURCES, INC.		
389-2208-002	3/15/1995	1/1/1995	2/22/1995	389-548-164	ASSIGNMENT AND BILL OF SALE	548	164	OFFICIAL PUBLIC RECORDS	TX	Reeves	M-T PETROLEUM INC	THE WISER OIL COMPANY	S/2 SECTION 34 BLOCK 57 T-2	BELOW 4,000'
389-2208-002	4/18/1995	6/1/1994	3/27/1995	389-549-211	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	549	211	OFFICIAL PUBLIC RECORDS	TX	Reeves	B. CHARLES ROGERS AND COMPANY	SANTA FE NATURAL RESOURCES, INC.		
389-2208-002	6/30/1995	7/1/1995	6/15/1995	389-552-101	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	552	101	OFFICIAL PUBLIC RECORDS	TX	Reeves	JOHN B. SYPTAK	C.C.W RESOURCES, INC.		
389-2208-002	8/17/1995	7/1/1995	7/12/1995	389-553-125	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	553	125	OFFICIAL PUBLIC RECORDS	TX	Reeves	JOHN B. SYPTAK	SANTA FE NATURAL RESOURCES, INC.		
389-2208-002	8/17/1995	7/1/1995	7/12/1995	389-553-127	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	553	127	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANTA FE NATURAL RESOURCES INC	JIM ZABCIK AND ANNE HOYT, JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP	S/2 OF SECTION 34 BLOCK 57 TOWNSHIP 2 T&P SURVEY	INSOFAR AS IT COVERS RIGHTS BELOW 4000 FEET
389-2208-002	7/29/1996	7/26/1996	7/26/1996	389-564-332	ASSIGNMENT	564	332	DEED RECORDS	TX	Reeves	NAVAJO PIPELINE COMPANY	NAVAJO SOUTHERN, INC.	W/2 OF SEC.36, BLK 56, TWN 2, T&P RR CO SURVEY, REEVES COUNTY, TX	
389-2208-002	7/30/1996	7/26/1996	7/26/1996	389-564-335	ASSIGNMENT AND CONVEYANCE	564	335	OFFICIAL PUBLIC RECORDS	TX	Reeves	NAVAJO SOUTHERN, INC.	RIO GRANDE PIPELINE COMPANY		
389-2208-002	12/20/1996		12/13/1996	389-570-83	QUITCLAIM DEED	570	83	OFFICIAL PUBLIC RECORDS	TX	Reeves	GILBERT G. GLASGOW JR	GILBERT G. GLASGOW JR. AS TRUSTEE UNDER GILBERT G. GLASGOW JR. DECLARATION OF TRUST	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	VARIOUS OTHER LANDS
389-2208-002	1/8/1997	12/1/1996	12/31/1996	389-570-620	QUITCLAIM ASSIGNMENT	570	620	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANTA FE NATURAL RESOURCES, INC.	SANTA FE ROYALTIES, INC.		
389-2208-002	1/8/1997	12/1/1996	12/31/1996	389-570-622	QUITCLAIM ASSIGNMENT	570	622	OIL & GAS RECORDS	TX	Reeves	THE EL PASO MINERALS COMPANY	SANTA FE ROYALTIES, INC.		
389-2208-002	2/13/1997	1/1/1997	2/5/1997	389-571-658	MINERAL DEED	571	658	OFFICIAL PUBLIC RECORDS	TX	Reeves	LAWRENCE F. A. STEVENSON, JR. A/K/A LAWRENCE STEVENSON, JR.	BARRETT W. PIERCE C/O RIO PETROLEUM, INC.		
389-2208-002	6/2/1997	12/1/1996	4/11/1997	389-575-227	QUITCLAIM ASSIGNMENT, DEED AND BILL OF SALE	575	227	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE EL PASO MINERALS COMPANY	SANTA FE ROYALTIES, INC.	(AMONG OTHER LAND)N N/2 SW/4 OF SECTION 47, BLOCK 57, TOWNSHIP 2, T&P RY. CO. SURVEY, REEVES COUNTY, TEXAS.	ALL RIGHT, TITLE, AND ITEREST.
389-2208-002	6/2/1997	12/1/1996	4/11/1997	389-575-229	QUITCLAIM ASSIGNMENT, DEED AND BILL OF SALE	575	229	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANTA FE NATURAL RESOURCE, INC.	SANTA FE ROYALTIES, INC.	(AMONG OTHER LANDS)T N/2 SW/4 OF SECTION 47, BLOCK 57, TOWNSHIP 2, T&P RY. CO. SURVEY, REEVES COUNTY, TEXAS.	ALL RIGHTS, TITLE, AND INTEREST IN AND TO.
389-2208-002	12/15/1997		9/8/1997	389-582-677	AGREEMENT	582	677	OFFICIAL PUBLIC RECORDS	TX	Reeves	RIO PETROLEUM INC	THE PEARCE TRUST	N/2 OF SECTION 34 BLOCK 57 T-2	SETTLES LAWSUIT RE: N/2 SECTION 34 BLOCK 57 T-2
389-2208-002	11/12/1998	9/30/1998	9/30/1998	389-597-242	MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION	597	242	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE WISER OIL COMPANY	NATIONS BANK, N.A.	VARIOUS OGML'S AND SURFACE AGREEMENTS	RE: OL @ VOL. 151, PAGE 58
389-2208-002	1/20/1999		1/11/1999	389-600-504	FIRST AMENDMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION	600	504	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE WISER OIL COMPANY	NATIONS BANK, N.A., SUCCESSOR IN INTEREST TO NATIONS BANK OF TEXAS, N.A.	VARIOUS MORTGAGES, DEEDS OF TRUST, SECURITY AGREEMENTS, FINANCING STATEMENTS AND ASSIGNMENTS OF PRODUCTION IN VARIOUS COUNTIES	REEVES COUNTY RECORDATION IS FILE NO. 3156 (VOL. 597, PAGE 242)
389-2208-002	8/27/1999		7/26/1999	389-608-216	SPECIAL WARRANTY DEED	608	216	OFFICIAL PUBLIC RECORDS	TX	Reeves	MARTHA G. BARTEL	BARTEL LIVING TRUST	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	VARIOUS OTHER LANDS
389-2208-002	1/10/2000	10/15/1999	11/9/1999	389-613-244	CONVEYANCE	613	244	OFFICIAL PUBLIC RECORDS	TX	Reeves	SCOTT CHARLES STEVENSON AND ALICIA KAY ANDERSON STEVENSON	BOLDRICK PARTNERS D/B/A STATEWIDE MINERALS COMPANY		

Petrohawk Energy Corp.

Tract Number	Recorded Date	Effective Date	Instrument Date	Instrument Number	Instrument Name	Book	Page	Recordation Type	State	County/Parish	From	To	Tract Description	Abstractor's Note
389-2208-002	8/17/2000		8/8/2000	389-622-519	ASSIGNMENT	622	519	OFFICIAL PUBLIC RECORDS	TX	Reeves	ALON U.S.A. REFINING, INC., ALON U.S.A. PIPELINE, INC., FIN-TEX PIPELINE COMPANY, AMERICAN PETROFINA PIPELINE COMPANY	BANK LEUMI U.S.A., AS COLLATERAL AGENT		
389-2208-002	10/31/2000		10/20/2000	389-626-108	SPECIAL WARRANTY DEED	626	108	OFFICIAL PUBLIC RECORDS	TX	Reeves	A.K. RANDOLPH TESTAMENTARY TRUST	JAMES K. RANDOLPH AND ANDREW B. RANDOLPH	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	12/22/2000		11/22/2000	389-628-313	ACCEPTANCE OF TRUST	628	313	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES H. ZINCK	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	12/22/2000		11/30/2000	389-628-314	ACCEPTANCE OF TRUST	628	314	OFFICIAL PUBLIC RECORDS	TX	Reeves	PAUL P. REGNIER	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	12/22/2000		11/22/2000	389-628-455	SPECIAL WARRANTY DEED	628	455	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES K. RANDOLPH AND ANDREW B. RANDOLPH	RANDOLPH & CO.	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	1/9/2001		12/11/2000	389-629-329	CORRECTION	629	329	OFFICIAL PUBLIC RECORDS	TX	Reeves	WISER OIL COMPANY	PRINCE MINERALS LTD ET AL		
389-2208-002	2/12/2001		12/14/2000	389-630-476	LETTER AGREEMENT	630	476	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE ESTATE OF SANDRA A. TOMASEK	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	3/21/2001		2/12/2001	389-633-41	AFFIDAVIT OF DEATH AND HEIRSHIP	633	41	OFFICIAL PUBLIC RECORDS	TX	Reeves	THOMAS A. BALL	THE PUBLIC		REGARDING DEATH AND HEIRSHIP PG THOMAS A. STEVENSON
389-2208-002	4/11/2001	4/1/2001	4/1/2001	389-634-189	ASSIGNMENT AND CONVEYANCE	634	189	OFFICIAL PUBLIC RECORDS	TX	Reeves	BOLDRICK PARTNERS DBA STATEWIDE MINERALS CO	MILES BOLDRICKN JAMES P BOLDRICK	ALL ASSETS OWNED IN REEVES COUNTY AND THE STATE OF TEXAS INCLUDING BUT NOT LIMITED TO OIL AND GAS LEASES WORKING INTERESTS PARTICIPATING AND NON-PARTICIPATING ROYALTY INTERESTS OVERRIDING ROYALTY INTERESTS MINERAL INTERESTS AND OTHER SIMILAR INTERESTS	MILES BOLDRICK - 60%D JAMES P BOLDRICK - 40%
389-2208-002	6/1/2001		7/3/2001	389-638-434	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	638	434	OFFICIAL PUBLIC RECORDS	TX	Reeves	PAMTEX, A TEXAS GENERAL PARTNERSHIP	LENIS R SIMPSON		
389-2208-002	8/2/2001	6/1/2001	6/26/2001	389-639-156	MINERAL AND ROYALTY CONVEYANCE	639	156	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANTA FE ROYALTIES, INC.	PAMTEX, A TEXAS GENERAL PARTNERSHIP		
389-2208-002	8/2/2001	6/1/2001	7/10/2001	389-639-3	ASSIGNMENT	639	3	OFFICIAL PUBLIC RECORDS	TX	Reeves	LENIS R. SIMPSON	FIRST STATE BANK		
389-2208-002	10/25/2001	6/1/2001	9/28/2001	389-642-653	CORRECTION	642	653	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANTA FE ROYALTIES, INC	PAMTEX, A TEXAS GENERAL PARTNERSHIP		
389-2208-002	3/7/2002	1/1/2002	2/26/2002	389-647-506	MINERAL DEED	647	506	OFFICIAL PUBLIC RECORDS	TX	Reeves	SCOTT CHARLES STEVENSON	BARRETT W. PIERCE		
389-2208-002	5/14/2003	4/1/2003	3/6/2003	389-664-295	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	664	295	MUTUAL RELEASE	TX	Reeves	LENIS R SIMPSON	NEUHOFF TAYLOR ROYALTY COMPANY		
389-2208-002	5/14/2003	4/1/2003	4/9/2003	389-664-341	PARTIAL ASSIGNMENT OF OIL AND GAS MINERALS, ROYALTY, OR OVERRIDING ROYALTY INTERESTS	664	341	OFFICIAL PUBLIC RECORDS	TX	Reeves	NEUHOFF-TAYLOR ROYALTY COMPANY	FORT WORTH MINERALS AND MARY M. ROBERTS		
389-2208-002	6/4/2003		4/30/2001	389-665-168	MERGER	665	168	OFFICIAL PUBLIC RECORDS	TX	Reeves	PAMTEX, INC	PAMTEX		
389-2208-002	6/1/2004	5/1/2004	5/21/2004	389-680-19	ASSIGNMENT AND BILL OF SALE	680	19	OFFICIAL PUBLIC RECORDS	TX	Reeves	CANADIAN LONGHORN PETROLEUM CORPORATION	RIO PETROLEUM INC	O/L 151/58	ALL INTEREST
389-2208-002	8/10/2004		7/16/2004	389-682-424	QUITCLAIM DEED	682	424	OFFICIAL PUBLIC RECORDS	TX	Reeves	SHARON U. TERJESEN AND JAMES STEPHEN GLASGOW, SUCCESSOR TRUSTEES OF THE GILBERT G. GLASGOW JR. DECLARATION OF TRUST DATED NOVEMBER 25, 1996	SHARON U TERJESEN AND JAMES STEPHEN GLASGOW	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS VARIOUS OTHER LANDS	
389-2208-002	8/10/2004		3/3/2004	389-682-427	DEATH CERTIFICATE	682	427	OFFICIAL PUBLIC RECORDS	TX	Reeves	GILBERT GUYNN GLASGOW JR.	THE PUBLIC	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	8/10/2004		11/25/1996	389-682-428	DECLARATION	682	428	OFFICIAL PUBLIC RECORDS	TX	Reeves	GILBERT G. GLASGOW JR.	GILBERT G. GLASGOW JR. DECLARATION OF TRUST	NO SPECIFIC PROPERTY DESCRIBED	
389-2208-002	4/5/2005	4/1/2005	3/8/2005	389-697-120	ASSIGN AND BILL OF SALE	697	120	OFFICIAL PUBLIC RECORDS	TX	Reeves	CHEVRON U.S.A. INC.	PENROCK OIL CORPORATION		
389-2208-002	7/2/2005	11/30/2005	11/23/2005	389-70-572	CERTIFICATE OF MERGER	70	572	OFFICIAL PUBLIC RECORDS	TX	Loving	THE WISER OIL COMPANY AND FOREST OIL COMPANY	FOREST OIL COMPANY		
389-2208-002	8/23/2005		7/19/2005	389-709-518	TRANSFER OF LIEN	709	518	OFFICIAL PUBLIC RECORDS	TX	Reeves	PLAINSCAPITAL BANK FORMERLY KNOWN AS THE PLAINS NATIONAL BANK OF WEST TEXAS	WELLS FARGO BANK, NA	A. T. RANDOLPH GAS UNIT COVERING SECTION 34, BLOCK 57, T-2, T&P RY. CO. SURVEY, REEVES COUNTY, TEXAS, INCLUDING WITHOUT LIMITATION THE RANDOLPH 1-L WELL	RE: DEED OF TRUST @ VOL. 615, PAGE 658
389-2208-002	12/28/2005		12/22/2005	389-719-709	ASSIGN AND BILL OF SALE	719	709	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAYNE R. GORDON	MECK ENTERPRISES INC.		

Petrohawk Energy Corp.

Tract Number	Recorded Date	Effective Date	Instrument Date	Instrument Number	Instrument Name	Book	Page	Recordation Type	State	County/Parish	From	To	Tract Description	Abstractor's Note
389-2208-002	12/28/2005		9/1/2005	389-719-718	SPECIAL WARRANTY DEED	719	718	OFFICIAL PUBLIC RECORDS	TX	Reeves	HUNTSVILLE MEMORIAL HOSPITAL	WALKER COUNTY HOSPITAL CORPORATION	AN UNDIVIDED 1/4 OF AN UNDIVIDED 3/8TH OF 640 ACRES IN SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	
389-2208-002	1/25/2006		12/30/2005	389-721-525	ASSIGN AND BILL OF SALE	721	525	OFFICIAL PUBLIC RECORDS	TX	Reeves	MEEKS ENTERPRISES INC.	RONALD L. MEEKS	VARIOUS OTHER LANDS	
389-2208-002	3/20/2006		12/30/2005	389-727-240	ASSIGN AND BILL OF SALE	727	240	OFFICIAL PUBLIC RECORDS	TX	Reeves	MEEKS ENTERPRISES INC.	WAYNE L. REA, II		
389-2208-002	3/20/2006		12/30/2005	389-727-246	ASSIGN AND BILL OF SALE	727	246	OFFICIAL PUBLIC RECORDS	TX	Reeves	MEEKS ENTERPRISES INC.	JOPLIN-CRUTCHER, LLC		
389-2208-002	3/20/2006	11/30/2005	12/30/2005	389-727-252	ASSIGN AND BILL OF SALE	727	252	OFFICIAL PUBLIC RECORDS	TX	Reeves	MEEKS ENTERPRISES, INC	JIM E ZABCIK		
389-2208-002	10/16/2006	9/1/2006	9/29/2006	389-747-288	ASSIGNMENT, DEED AND BILL OF SALE	747	288	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES P BOLDRICK	WINDOM ROYALTIES LLC	SECTION 38 BLOCK 57 T-2 AND OTHER TRACTS SECTION 6 BLK 55 T3 T&P, ALL SITUATED IN REEVES COUNTY, TEXAS	ALL RIGHTS
389-2208-002	10/16/2006	9/1/2006	9/29/2006	389-747-307	ASSIGNMENT, DEED AND BILL OF SALE	747	307	OFFICIAL PUBLIC RECORDS	TX	Reeves	MILES BOLDRICK DBA STATEWIDE MINERALS COMPANY	WINDOM ROYALTIES LLC	SECTION 38 BLOCK 57 T-2 AND OTHER TRACTS SECTION 6 BLK 55 T3 T&P, ALL SITUATED IN REEVES COUNTY, TEXAS	50% INTEREST
389-2208-002	12/5/2006		11/20/2006	389-750-706	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	750	706	OFFICIAL PUBLIC RECORDS	TX	Reeves	EASTLAND EXPLORATION, INC. AND TAS ROYALTY COMPANY	TRUNK BAY ROYALTY PARTNERS, STEVEN E. SUGGS AND SUSAN M. SUGGS, AND WALTER BUEHRING AND SUZANNE MCBRIDE		
389-2208-002	5/3/2007	6/10/2005	4/23/2007	389-763-155	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	763	155	OFFICIAL PUBLIC RECORDS	TX	Reeves	STEVEN E SUGGS AND SUSAN M SUGGS	TRUNK BAY ROYALTY PARTNERS LTD	S/2 OF SECTION 34 BLOCK 57 TOWNSHIP 2 T&P SURVEY	
389-2208-002	5/3/2007	6/10/2005	3/29/2007	389-763-158	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	763	158	OFFICIAL PUBLIC RECORDS	TX	Reeves	WALTER BUEHRING AND SUZANNE MCBRIDE	TRUNK BAY ROYALTY PARTNERS LTD	S/2 OF SECTION 34 BLOCK 57 TOWNSHIP 2 T&P SURVEY	
389-2208-002	5/9/2007	5/1/2007	4/17/2007	389-763-331	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	763	331	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES B. MARCUM AND LYNELL P. MARCUM, HUSBAND AND WIFE	MARCUM FAMILY TRUST		
389-2208-002	7/2/2007	11/30/2005	11/29/2005	389-70-577	CERTIFICATE	70	577	OFFICIAL PUBLIC RECORDS	TX	Loving	THE WISER OIL COMPANY	FOREST OIL CORPORATION		
389-2208-002	5/29/2008	11/30/2005	5/7/2008	389-792-734	ASSIGN AND BILL OF SALE	792	734	OFFICIAL PUBLIC RECORDS	TX	Reeves	JAMES E. ZABCIK, JOPLIN-CRUTCHER, LLC, RONALD L. MEEKS, AND WAYNE L. REA, II	CANADIAN LONGHORN PETROLEUM CORPORATION		
389-2208-002	7/7/2008		5/28/2008	389-795-438	MORTGAGE, LINE OF CREDIT MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING	795	438	OFFICIAL PUBLIC RECORDS	TX	Reeves	FOREST OIL CORPORATION	SCOTT FOWLER AND WILLIAM T. MARSHALL, TRUSTEES AND JP MORGAN CHASE BANK, N.A.	VARIOUS OGML'S IN CHAPMAN FIELD, REEVES COUNTY, TEXAS	RE: A. T. RANDOLPH, ET AL OGML @ VOL. 151, PAGE 58
389-2208-002	10/27/2008	9/1/2008	10/21/2008	389-807-124	ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS	807	124	OFFICIAL PUBLIC RECORDS	TX	Reeves	JIM ZABCIK ET AL	PIERCE FAMILY MINERAL TRUST	RANDOLPH STATE GAS UNIT IN THE S/2 OF SECTION 34 BLOCK 57 T-2	0.550%
389-2208-002	4/27/2009	4/1/2009	4/21/2009	389-819-459	MINERAL AND ROYALTY DEED, ASSIGNMENT AND CONVEYANCE	819	459	OFFICIAL PUBLIC RECORDS	TX	Reeves	ESTATE OF DOROTHY R STONE	TAS ROYALTY COMPANY		
389-2208-002	6/3/2009	4/1/2009	5/18/2009	389-821-391	MINERAL AND ROYALTY DEED, ASSIGNMENT AND CONVEYANCE	821	391	OFFICIAL PUBLIC RECORDS	TX	Reeves	ESTATE OF DOROTHY R STONE	TAS ROYALTY COMPANY		
389-2208-002	6/30/2009	5/1/2009	5/21/2009	389-822-802	MINERAL ROYALTY AND OVERRIDING ROYALTY DEED AND CONVEYANCE	822	802	OFFICIAL PUBLIC RECORDS	TX	Reeves	TAS ROYALTY COMPANY	EASTLAND PROPERTY AND MINERALS		
389-2208-002	7/14/2009		6/16/2009	389-823-715	MERGER	823	715	OFFICIAL PUBLIC RECORDS	TX	Reeves	CANADIAN LONGHORN PETROLEUM CORPORATION	BARLOW PROJECTS INC		MERGER - INFORMATIVE
389-2208-002	1/7/2010		12/18/2009	389-835-88	PARTIAL RELEASE OF LIEN	835	88	OFFICIAL PUBLIC RECORDS	TX	Reeves	JP MORGAN CHASE BANK, N.A.	FOREST OIL CORPORATION	VARIOUS OGML'S IN CHAPMAN FIELD, REEVES COUNTY, TEXAS	RE: VOL. 795, PAGE 438
389-2208-002	1/7/2010	12/21/2009	12/21/2009	389-835-92	ASSIGNMENT	835	92	DEED RECORDS	TX	Reeves	FOREST OIL CORPORATION	SANDRIDGE EXPLORATION AND PRODUCTION LLC	N/2 SWSE; E/2 SWSEWSE; E/2 SESWSE SEC 16 BLK C-19 PSL SURVEY REEVES COUNTY TEXAS 30 ACRES AND VARIOUS OTHER PROPERTIES DESCRIBED	
389-2208-002	6/2/2010	5/1/2010	5/7/2010	389-844-254	ASSIGNMENT, DEED AND BILL OF SALE	844	254	OFFICIAL PUBLIC RECORDS	TX	Reeves	EASTLAND PROPERTIES AND MINERALS	NOBLE ROYALTIES ACCESS FUND VI, LP		
389-2208-002	7/13/2010		6/21/2010	389-847-263	DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT	847	263	OFFICIAL PUBLIC RECORDS	TX	Reeves	SANDRIDGE EXPLORATION AND PRODUCTION LLC	BANK OF AMERICA N A AGENT	SEC 16 BLK C-19 PSL SURVEY REEVES COUNTY TEXAS 30 ACRES AND VARIOUS OTHER PROPERTIES DESCRIBED	

Petrohawk Energy Corp.

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Tract Number	Recorded Date	Effective Date	Instrument Date	Instrument Number	Instrument Name	Book	Page	Recordation Type	State	County/Parish	From	To	Tract Description	Abstractor's Note
389-2208-002	12/30/2010		12/8/2010	389-862-321	PARTIAL RELEASE OF LIEN	862	321	OFFICIAL PUBLIC RECORDS	TX	Reeves	BANK OF AMERICA NA	SANDRIDGE EXPLORATION AND PRODUCTION LLC	SEC 16 BLK C-19 PSL SURVEY REEVES COUNTY TEXAS 30 ACRES AND VARIOUS OTHER PROPERTIES DESCRIBED	RE: 847/263
389-2208-002	12/31/2010		12/9/2010	389-862-325	ASSIGNMENT	862	325	OIL & GAS RECORDS	TX	Reeves	SANDRIDGE EXPLORATION AND PRODUCTION, L.L.C.	ENERGEN RESOURCES CORPORATIONS	TRACTS IN WARD, LOVING, AND REEVES COUNTIES. ▯ TRACTS IN REEVES COUNTY INCLUDE: SEC 2, 3, 34 BLK 57, T&P RR. SURVEYS SEC 16 BLK C-19 PSL SURVEY REEVES COUNTY TEXAS 30 ACRES AND VARIOUS OTHER PROPERTIES DESCRIBED	
389-2208-002	1/27/2011	10/1/2010	12/29/2010	389-865-58	ASSIGNMENT AND BILL OF SALE	865	58	OFFICIAL PUBLIC RECORDS	TX	Reeves	SAMSON LONE STAR, LLC.	THREE RIVERS ACQUISITION, LLC.	AMONG OTHERS: SEC 39 BLK 57 T-1 T&P, REEVES COUNTY TEXAS ▯ SEC 41 BLK 57 T-1 T&P, REEVES COUNTY TEXAS ▯ SEC 43 BLK 57 T-1 T&P, REEVES COUNTY TEXAS ▯ SEC 45 BLK 57 T-1 T&P, REEVES COUNTY TEXAS	REF: VOL 128 PAGE 48 DEED RECORDS IN REEVES COUNTY TEXAS, THAT INCLUDES SEC. 39, SEC. 41, SEC. 43, AND SEC. 45.▯
389-2208-002	3/1/2012		2/1/2012	389-927-515	SPECIAL WARRANTY DEED	927	515	OFFICIAL PUBLIC RECORDS	TX	Reeves	THE ESTATE OF DOROTHY R. STONE	HOPE OIL & GAS INC	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS	*CORRECTED AT 934/534 OPR REEVES COUNTY
389-2208-002	4/4/2012		3/1/2012	389-933-518	SPECIAL WARRANTY DEED	933	518	OFFICIAL PUBLIC RECORDS	TX	Reeves	RANDOLPH & CO.	PIERCE FAMILY MINERAL TRUST	SECTION 34 BLOCK 57 TSP 2 T & P RR CO SURVEY REEVES COUNTY, TEXAS▯ VARIOUS OTHER LANDS	
389-2208-002	4/11/2012		3/1/2012	389-934-534	CORRECTION SPECIAL WARRANTY DEED	934	534	OFFICIAL PUBLIC RECORDS	TX	Reeves	HOPE OIL AND GAS INC.	HOPE OIL AND GAS CORPORATION	NO SPECIFIC PROPERTY DESCRIBED	***CORRECTING OPR 927/515

#79

File No. MF040133

Title

Run Sheet

Date Filed: 3-7-12

Jerry E. Patterson, Commissioner

By Boyd



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 10, 2016

Panther Energy Company II, LLC
Attn: Diane Wehrenberg
6100 S Yale, Suite 600
Tulsa, OK 74136-1922

Re: *GLO Assignment ID #9886, Reeves County
MF- 040133 et al*

Dear Ms. Wehrenberg:

The General Land Office has received and filed the following instrument as detailed in Exhibit A attached.

Partial Assignment of Oil, Gas and Mineral Leases, effective 04/05/11 from Petrohawk Properties, LP, Assignor to Sovereign Resources, LLC, Assignee. Filed for record under Vol. 972, Pg. 096.

Filing fees in the amount of \$2,425.00 are still due in connection with the above referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

Exhibit A

***Assignment ID #9886 – Reeves County
From Petrohawk Properties, LP To Sovereign Resources, LLC***

MF #'s:

040133

048344

056135

060110

064829- Terminated

065125- A- Inactive

065125

106718- C, D, G

112395

112472- Expired

112473

112474

112764- D - L

112844- A - L

112937- A - C

112938- Expired

112941- A - G

113876- A

114220

114221

114222

114223

114224

114284- A - D

114285- A - E

114286

114287

114288- A - F

116077- A - D

114289

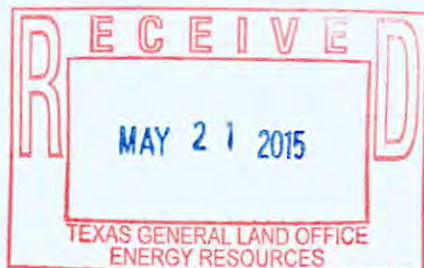
116078- A & B

114290- A - C

114673- A - C

114736- A - J

115432- A - E

ID# 9886
MF 040133 et al12-07956
FILED FOR RECORD
REEVES COUNTY, TEXAS
Nov 15, 2012 at 08:39:00 AMSee Exhibit
attached

5%

eff 4-5-11

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.

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF TEXAS §

COUNTY OF REEVES §

This Partial Assignment of Oil, Gas and/or Mineral Leases (this "**Assignment**") is made and entered into this 29th day of October 2012, but effective as the effective dates of the Transferred Leases hereinbelow (the "**Effective Dates**") by and between Petrohawk Properties, LP, a Texas limited partnership ("**Assignor**"), with an address of 1360 Post Oak Boulevard, Suite #150, Houston, Texas 77056 and Sovereign Resources, LLC ("**Assignee**"), with an address of 1601 Elm Street, Suite 3650, Dallas, Texas 75201.

NOW, THEREFORE, in consideration of the sum of One Hundred and No/100 (\$100.00) Dollars, cash in hand paid, and of other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby convey, assign, transfer, sell, set-over and deliver to Assignee, an undivided five percent (5%) of Assignor's right, title and interest in and to the oil, gas and/or mineral leases described on Exhibit "A" (the "**Transferred Leases**"), insofar and only insofar as the leases cover the lands within the Area of Mutual of Interest as set forth in the Joint Development Agreement referenced hereinbelow. The Transferred Leases are being assigned on a seventy-five percent (75%) net revenue interest basis.

TO HAVE AND TO HOLD the Transferred Leases, with all rights thereunder and incident thereto, unto Assignee, its successors and assigns, forever.

This Assignment is made and accepted with warranty of title by, through and under Assignor but not otherwise. Provided, further, that Assignee shall have full rights of substitution of the rights of Assignor and its predecessors-in-title, in and to all warranties and covenants heretofore given by others in respect to the Transferred Leases. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of the heirs, successors and assigns of Assignor and Assignee.

The Transferred Leases are subject to the terms, provisions and conditions expressed in that certain Joint Development Agreement between Assignor and Assignee dated December 20th, 2010.

Assignee accepts Assignee's undivided interest in the Transferred Leases herein assigned and conveyed by Assignor expressly subject to the terms, conditions and provisions of the Transferred Leases and Assignee hereby agrees to bear Assignee's proportionate share of all duties, liabilities and obligations under each of the respective Transferred Leases.

This instrument may be executed in counterpart form and all parties executing the same authorize Assignee to combine all signature and acknowledgment pages into a single instrument for purposes of recordation.

(Signature page follows.)

TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

ASSIGNOR:

PETROHAWK PROPERTIES, LP

By: P-H Energy, LLC, its general partner

By: John W. Walsh
John W. Walsh
Attorney-in-Fact

ASSIGNEE:

SOVEREIGN RESOURCES, LLC

By: Frederic D. Sewell
Frederic D. Sewell
President and CEO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on October 30, 2012, by John W. Walsh, Attorney-in-Fact of P-H Energy, LLC, general partner of Petrohawk Properties, a Texas limited partnership.

Melanie Vargas

Notary Public in and for the State of Texas
My Commission Expires May 17, 2014



STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on October 31, 2012, by Frederic D. Sewell, President and CEO of Sovereign Resources, LLC.

Jane S. Gaines

Notary Public in and for the State of Texas
My Commission Expires 1-29-2016



M/F

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EXHIBIT "A"

Attached to and made a part thereof that certain Assignment by and between
Petrohawk Properties, LP, Assignor and Sovereign Resources, LLC, Assignee dated October 29, 2012.

Lessee	Lessor	County	Block(s)	Section(s)	Petrohawk Contract #	AMI GA	AMI NMA	Effective Date	Recordation		
									Book	Page	File Number
BOLD ENERGY II LLC	RANCH TO MARKET INC.	Reeves	57 T2	22	BE-ELS-0043	1.00000	1.00000	10/1/2010	867	80	802
CLAUDE E NEELEY	GEORGE B. WHISELL	Reeves	54 T4	34	CEN-ELS-001	320.00000	320.00000	9/13/1966	261	435	5191
PETROHAWK PROPERTIES LP	BARLOW PROJECTS, INC.	Reeves	57 T2	47	ELS-0071	160.00000	160.00000	5/30/2012	948	63	12-04806
PETROHAWK PROPERTIES LP	ROBERTA REGAN TESTAMENTARY TRUST	Reeves	57 T3	2	ELS-0073	160.00000	80.00000	12/1/2011	926	794	12-01400
PETROHAWK PROPERTIES LP	CLAIRE PEZZINI	Reeves	57 T2	20	ELS-0076A	10.00000	2.00000	5/29/2012	945	438	12-04356
PETROHAWK PROPERTIES LP	MARY PAT GUILTINAN FLOOD	Reeves	57 T2	20	ELS-0076B	10.00000	2.00000	5/29/2012	945	445	12-04357
PETROHAWK PROPERTIES LP	MARILYN V. GUILTINAN	Reeves	57 T2	20	ELS-0076C	10.00000	2.00000	6/20/2012	950	636	12-05211
PETROHAWK PROPERTIES LP	ROSEMARY D. GUILTINAN	Reeves	57 T2	20	ELS-0076D	10.00000	2.00000	6/20/2012	950	643	12-05212
PETROHAWK PROPERTIES LP	ELIZABETH ANN AVERY	Reeves	57 T2	20	ELS-0076E	10.00000	0.33333	5/29/2012	948	67	12-04807
PETROHAWK PROPERTIES LP	MARY VIRGINIA KNOBLAUCH	Reeves	57 T2	20	ELS-0076F	10.00000	0.33333	5/29/2012	945	452	12-04358
PETROHAWK PROPERTIES LP	JANE C. PIXLEY	Reeves	57 T2	20	ELS-0076G	10.00000	0.33333	5/29/2012	945	459	12-04359
PETROHAWK PROPERTIES LP	JAMES ANTHONY MAGNER	Reeves	57 T2	20	ELS-0076H	10.00000	0.33333	5/29/2012	945	466	12-04360
PETROHAWK PROPERTIES LP	MARY KATHLEEN MCCLOSKEY	Reeves	57 T2	20	ELS-0076I	10.00000	0.33333	5/29/2012	951	301	12-05286
PETROHAWK PROPERTIES LP	WILLIAM F. MAGNER, III	Reeves	57 T2	20	ELS-0076J	10.00000	0.33333	5/29/2012	945	473	12-04361
PETROHAWK PROPERTIES LP	MARIE P. FOX	Reeves	57 T2	20	ELS-0077A	5.00000	1.25000	1/26/2012	948	74	12-04808
PETROHAWK PROPERTIES LP	GRACE D'AMICO HILL	Reeves	57 T2	20	ELS-0077B	5.00000	1.25000	6/11/2012	948	81	12-04809
PETROHAWK PROPERTIES LP	ROBERTA ASHLEY EKHOLM PINNEY SPANN A/K/A ROBIN EKHOLM PINNEY	Reeves	57 T2	20	ELS-0077C	5.00000	1.25000	6/16/2012	951	308	12-05287
PETROHAWK PROPERTIES LP	ROBERT M. BLEY	Reeves	57 T2	20	ELS-0078A	2.50000	0.62500	6/1/2012	948	87	12-04810
PETROHAWK PROPERTIES LP	JOHN E. BLEY	Reeves	57 T2	20	ELS-0078B	2.50000	0.62500	6/1/2012	948	94	12-04811
PETROHAWK PROPERTIES LP	WILLIAM CHOATE	Reeves	57 T2	20	ELS-0078C	2.50000	0.62500	5/1/2012	944	269	12-04236
PETROHAWK PROPERTIES LP	STEPHEN CHOATE	Reeves	57 T2	20	ELS-0078D	2.50000	0.62500	6/1/2012	948	101	12-04812
PETROHAWK PROPERTIES LP	JOHN D. CARTER	Reeves	57 T2	20	ELS-0079A	5.00000	1.25000	5/8/2012	942	778	12-04037
PETROHAWK PROPERTIES LP	DANELLE BRADFORD	Reeves	57 T2	20	ELS-0079B	5.00000	1.25000	5/7/2012	944	276	12-04237
PETROHAWK PROPERTIES LP	JAMES R. WALDIE, III	Reeves	57 T2	20	ELS-0079C	5.00000	0.41667	5/7/2012	942	785	12-04038
PETROHAWK PROPERTIES LP	SUSAN W. DAVIS	Reeves	57 T2	20	ELS-0079D	5.00000	0.41667	5/7/2012	942	793	12-04039
PETROHAWK PROPERTIES LP	DAVID B. WALDIE	Reeves	57 T2	20	ELS-0079E	5.00000	0.41667	5/7/2012	943	1	12-04040
PETROHAWK PROPERTIES LP	TOM E. JOHNSON LP	Reeves	57 T2	20	ELS-0081	5.00000	5.00000	1/26/2012	943	9	12-04041
PETROHAWK PROPERTIES LP	HUT, INC.	Reeves	57 T2	20	ELS-0083	5.00000	5.00000	5/7/2012	943	16	12-04042
PETROHAWK PROPERTIES LP	PAUL WILLIAM MARCEL	Reeves	57 T2	20	ELS-0084	10.00000	10.00000	6/11/2012	950	650	12-05213
PETROHAWK PROPERTIES LP	WANDA BROWN	Reeves	57 T2	20	ELS-0087	2.50000	2.50000	6/1/2012	945	480	12-04362
PETROHAWK PROPERTIES LP	HERMAN PHILLIPS, ET UX	Reeves	57 T2	20	ELS-0088	5.00000	5.00000	5/25/2012	945	487	12-04363
PETROHAWK PROPERTIES LP	JULIA FISHER HEEMANN	Reeves	57 T2	20	ELS-0089A	95.00000	15.83333	6/25/2012	950	657	12-05214



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Lessee	Lessor	County	Block(s)	Section(s)	Petrohawk Contract #	AMI GA	AMI NMA	Effective Date	Recordation			
									Book	Page	File Number	
PETROHAWK PROPERTIES LP	JOHN ALAN HEEMANN	Reeves	57 T2	20	ELS-0089B	95.00000	15.83333	6/25/2012	950	664	12-05215	114290 A
PETROHAWK PROPERTIES LP	JULIA F. BERRY	Reeves	57 T2	20	ELS-0089C	95.00000	15.83333	2/13/2012	950	671	12-05216	114290 B
PETROHAWK PROPERTIES LP	JILL J. JOHNSON REED	Reeves	57 T2	20	ELS-0092A	2.50000	1.25000	1/26/2012	948	108	12-04813	116078 A
PETROHAWK PROPERTIES LP	JAMES DOUGLAS AKA STANLEY DOUGLAS JOHNSON	Reeves	57 T2	20	ELS-0092B	2.50000	1.25000	5/7/2012	943	24	12-04043	116078 B
PETROHAWK PROPERTIES LP	RUTH A. FORSMAN	Reeves	57 T2	20	ELS-0093	5.00000	5.00000	5/7/2012	944	283	12-04238	114223
PETROHAWK PROPERTIES LP	VIRGINIA L. ORTH SAMUEL	Reeves	57 T2	20	ELS-0094	10.00000	10.00000	6/20/2012	950	631	12-05218	114286
PETROHAWK PROPERTIES LP	BRENNAND LAZY H. RANCH, LTD.	Reeves	57 T2	36	ELS-0095	640.00000	160.00000	2/15/2012	932	557	12-02282	112764 D
PETROHAWK PROPERTIES LP	HOWELL SMITH WYNNE	Reeves	57 T2	36	ELS-0095A	640.00000	4.44444	5/1/2012	944	290	12-04239	112764 H
PETROHAWK PROPERTIES LP	LOYD W. POWELL, JR. CHILDREN'S TRUST	Reeves	57 T2	36	ELS-0095B	640.00000	0.22222	5/1/2012	943	31	12-04044	112764 G
PETROHAWK PROPERTIES LP	ANDREWS ROYALTY, LP	Reeves	57 T2	36	ELS-0095C	640.00000	1.44444	5/1/2012	943	38	12-04045	112764 E
PETROHAWK PROPERTIES LP	PURSUIT ENERGY CORPORATION	Reeves	57 T2	36	ELS-0095D	640.00000	0.55556	5/1/2012	943	45	12-04046	112764 F
PETROHAWK PROPERTIES LP	ROBERTA REGAN TESTAMENTARY TRUST	Reeves	57 T2	36	ELS-0095E	640.00000	160.00000	6/1/2012	945	494	12-04364	112764 I
PETROHAWK PROPERTIES LP	NANCY ADELE SAUSTAD TRUST	Reeves	57 T2	36	ELS-0095F	640.00000	6.66667	6/5/2012	948	116	12-04814	112764 J
PETROHAWK PROPERTIES LP	WILLIAM BARTON WAKEFIELD TESTAMENTARY TRUST F/B/O OMA BARTON WAKEFIELD	Reeves	57 T2	36	ELS-0095G	640.00000	40.00000	6/21/2012	951	316	12-05288	112764 K
PETROHAWK PROPERTIES LP	PATTI JO WOOD A/K/A PATTI JO PECK WAKEFIELD	Reeves	57 T2	36	ELS-0095H	640.00000	40.00000	6/21/2012	956	10	12-05800	112764 L
PETROHAWK PROPERTIES LP	STEPHAN ARMSTRONG	Reeves	57 T2	20	ELS-0099	15.00000	15.00000	6/22/2012	951	323	12-05289	114289
PETROHAWK PROPERTIES LP	JAMES L. WOOCK	Reeves	57 T2	20	ELS-0100A	10.00000	2.00000	6/11/2012	948	128	12-04815	114288 A
PETROHAWK PROPERTIES LP	LOU ANN WOOCK SEPULVEDA	Reeves	57 T2	20	ELS-0100B	10.00000	2.00000	6/11/2012	948	136	12-04816	114288 B
PETROHAWK PROPERTIES LP	SHARON K. WOOCK WATERS	Reeves	57 T2	20	ELS-0100C	10.00000	2.00000	6/11/2012	948	143	12-04817	114288 C
PETROHAWK PROPERTIES LP	ROBERT F. WOOCK	Reeves	57 T2	20	ELS-0100D	10.00000	2.00000	6/11/2012	948	150	12-04818	114288 D
PETROHAWK PROPERTIES LP	EDWARD A. OWEN	Reeves	57 T2	20	ELS-0100E	10.00000	1.00000	6/11/2012	950	330	12-05290	114288 E
PETROHAWK PROPERTIES LP	MICHAEL D. OWEN	Reeves	57 T2	20	ELS-0100F	10.00000	1.00000	6/11/2012	951	337	12-05291	114288 F
PETROHAWK PROPERTIES LP	DEAN ERIC SKINNER	Reeves	54 T4	18	ELS-0102A	320.00000	20.00000	6/16/2012	951	344	12-05292	114285 D
PETROHAWK PROPERTIES LP	TIMOTHY A. SKINNER	Reeves	54 T4	18	ELS-0102B	320.00000	20.00000	6/16/2012	951	351	12-05293	114285 E
PETROHAWK PROPERTIES LP	J & M RAYMOND, LTD.	Reeves	54 T4	18	ELS-0102C	320.00000	106.66667	6/16/2012	951	358	12-05294	114285 B
PETROHAWK PROPERTIES LP	VAUGHAN-MCELVAIN ENERGY, INC.	Reeves	54 T4	18	ELS-0102D	320.00000	133.33333	6/16/2012	951	365	12-05295	114285 A
PETROHAWK PROPERTIES LP	THE REVOCABLE LIVING TRUST OF E.P. WILLIAMS AND DOROTHY JANE WILLIAMS, DATED AUGUST 19, 1998	Reeves	54 T4	18	ELS-0102E	320.00000	40.00000	6/16/2012	951	372	12-05296	114285 C
PETROHAWK PROPERTIES LP	ANN THOMPSON WHITE	Reeves	54 T4	28	ELS-0103A	640.00000	213.33333	6/16/2012	951	380	12-05297	114284 B
PETROHAWK PROPERTIES LP	JOHN M. THOMPSON, III	Reeves	54 T4	28	ELS-0103B	640.00000	106.66667	6/16/2012	951	387	12-05298	114284 C
PETROHAWK PROPERTIES LP	JAMES CASH THOMPSON	Reeves	54 T4	28	ELS-0103C	640.00000	106.66667	6/16/2012	951	394	12-05299	114284 A
PETROHAWK PROPERTIES LP	JAMES CASH THOMPSON, ET UX	Reeves	54 T4	28	ELS-0103D	640.00000	213.33333	6/16/2012	951	401	12-05300	114284 D
PETROHAWK PROPERTIES LP	PETCO LIMITED	Reeves	54 T4	18	ELS-0104	320.00000	160.00000	6/16/2012	951	409	12-05301	114284 E
ENERGEN RESOURCES CORPORATION	GENERAL LAND OFFICE OF THE STATE OF TEXAS	Reeves	C19	14	ERC-ELS-0002	411.00000	411.00000	4/5/2011	884	286	3777	112472
ENERGEN RESOURCES CORPORATION	GENERAL LAND OFFICE OF THE STATE OF TEXAS	Reeves	C19	15	ERC-ELS-0003	160.00000	160.00000	4/5/2011	884	292	3778	112473
FOREST OIL CORPORATION	LOUISE LEMLEY CROCKER	Reeves	C19	15	ERC-ELS-0004	320.00000	26.66660	9/19/2006	746	273	5168	106718 C
FOREST OIL CORPORATION	GARY BAILEY	Reeves	C19	15	ERC-ELS-0005	320.00000	13.33500	9/20/2006	746	613	5276	106718 D

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PAGE 100

Lessee	Lessor	County	Block(s)	Section(s)	Petrohawk Contract #	AMI GA	AMI NMA	Effective Date	Recordation		
									Book	Page	File Number
FOREST OIL CORPORATION	C. F. QUALIA, ET UX	Reeves	C19	15	ERC-ELS-0006	320.00000	53.33330	9/13/2006	747	778	5527
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	ROLAND BANDY	Reeves	C19	15	ERC-ELS-0007	320.00000	39.99830	6/4/2010	849	349	2608
ENERGEN RESOURCES CORPORATION	C.B. AND NANCY B. ELLIS TRUST	Reeves	C19	15	ERC-ELS-0008	320.00000	13.33330	5/24/2011	894	494	5520
ENERGEN RESOURCES CORPORATION	DAVID G. ROBERTS, ET AL	Reeves	C19	15	ERC-ELS-0009	320.00000	26.66670	5/20/2011	886	20	4073
ENERGEN RESOURCES CORPORATION	WALTER E. CROCKETT RESIDUARY TRUST	Reeves	C19	15	ERC-ELS-0010	320.00000	53.33330	5/20/2011	886	11	4072
ENERGEN RESOURCES CORPORATION	QUANAH EXPLORATION LLC	Reeves	C19	15	ERC-ELS-0011	320.00000	53.33330	6/15/2011	894	503	5521
ENERGEN RESOURCES CORPORATION	WILLIE R. COLEMAN	Reeves	C19	15	ERC-ELS-0012	320.00000	13.33330	6/21/2011	890	418	4818
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	JOHN WARD WILLIAMS	Reeves	C19	15	ERC-ELS-0013	160.00000	93.33330	4/27/2010	849	359	2609
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	MAYNETTE MOFFETT WILLIAMS ESTATE TRUST	Reeves	C19	15	ERC-ELS-0014	160.00000	40.00000	4/27/2010	849	369	2610
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	HERBERT EDWARD WILLIAMS ESTATE TRUST	Reeves	C19	15	ERC-ELS-0015	160.00000	26.66670	4/27/2010	849	379	2611
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	JOHN W. BELL	Reeves	C19	15	ERC-ELS-0016	320.00000	26.66670	6/4/2010	849	339	2607
ENERGEN RESOURCES CORPORATION	GENERAL LAND OFFICE OF THE STATE OF TEXAS	Reeves	C19	16	ERC-ELS-0017	600.00000	600.00000	4/5/2011	884	298	3779
SANDRIDGE EXPLORATION AND PRODUCTION, LLC	SLASH CORPORATION	Reeves	C19	16	ERC-ELS-0018	30.00000	30.00000	4/27/2010	849	389	2612
J. A. MATTHEWS	PEARL G. FORTUNE	Reeves	57 T3	3	ERC-ELS-0068	640.00000	320.00000	9/10/1970	297	206	3123
J. A. MATTHEWS	R. S. BRENNAND, JR.	Reeves	57 T3	3	ERC-ELS-0069	640.00000	40.00000	9/1/1970	297	241	3165
J. A. MATTHEWS	ROBERT L. WOOD, ET UX	Reeves	57 T3	3	ERC-ELS-0070	640.00000	10.00000	11/10/1970	297	667	3575
J. A. MATTHEWS	F. L. HOUGHTON, JR., ET UX	Reeves	57 T3	3	ERC-ELS-0071	640.00000	12.00000	1/11/1971	298	736	396
J. A. MATTHEWS	DELLA RAY MURPHY	Reeves	57 T3	3	ERC-ELS-0072	640.00000	20.00000	1/11/1971	298	738	397
J. A. MATTHEWS	THOMAS GRAVES	Reeves	57 T3	3	ERC-ELS-0073	640.00000	5.00000	2/9/1971	302	83	1156
J. A. MATTHEWS	J. F. BROWN, ET VIR	Reeves	57 T3	3	ERC-ELS-0074	640.00000	1.25000	2/9/1971	302	90	1160
J. A. MATTHEWS	M. H. LANG, ET VIR	Reeves	57 T3	3	ERC-ELS-0075	640.00000	1.25000	3/15/1971	305	78	1821
THE SUPERIOR OIL COMPANY	R. E. BOYLE	Reeves	57 T3	3	ERC-ELS-0076	640.00000	2.50000	6/26/1972	314	67	2135
THE SUPERIOR OIL COMPANY	CARL B. & FLORENCE E. KING FOUNDATION, ET AL	Reeves	57 T3	3	ERC-ELS-0077	640.00000	72.00000	8/22/1972	314	758	2895
THE SUPERIOR OIL COMPANY	JAMES D. DYE, ET AL	Reeves	57 T3	3	ERC-ELS-0078	640.00000	36.00000	6/28/1972	314	761	2896
THE SUPERIOR OIL COMPANY	MARTHA JEAN MOSES	Reeves	57 T3	3	ERC-ELS-0079	640.00000	24.00000	8/22/1972	314	764	2897
THE SUPERIOR OIL COMPANY	PETER N. WIGGINS, III	Reeves	57 T3	3	ERC-ELS-0080	640.00000	18.00000	8/22/1972	314	767	2898
THE SUPERIOR OIL COMPANY	WILLIAM R. WIGGINS	Reeves	57 T3	3	ERC-ELS-0081	640.00000	18.00000	8/22/1972	314	770	2899
THE SUPERIOR OIL COMPANY	FRANKIE R. VOGT	Reeves	57 T3	3	ERC-ELS-0082	640.00000	12.00000	8/22/1972	314	773	2900
THE SUPERIOR OIL COMPANY	MARIE E. BENSON	Reeves	57 T3	3	ERC-ELS-0083	640.00000	12.00000	8/22/1972	314	776	2901
THE SUPERIOR OIL COMPANY	J. E. WARREN, ET UX	Reeves	57 T3	3	ERC-ELS-0084	640.00000	36.00000	8/22/1972	314	779	2902
ENERGEN RESOURCES CORPORATION	HOUSTON LOWELL GOODSPEED	Reeves	57 T3	4	ERC-ELS-0085	640.00000	122.51430	5/16/2011	882	312	3515
ENERGEN RESOURCES CORPORATION	DOYLE F. GOODSPEED, ET AL	Reeves	57 T3	4	ERC-ELS-0086	640.00000	36.57143	5/16/2011	882	321	3516

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112937C
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MF112474
112938
MF064829 Term 1-20-0
NA Private?
NA Private?
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NA Private
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112844-A
112844-I



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ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

VOL. 972 PAGE 100

MF

Lessee	Lessor	County	Block(s)	Section(s)	Petrohawk Contract #	AMI GA	AMI NMA	Effective Date	Recordation		
									Book	Page	File Number
ENERGEN RESOURCES CORPORATION	JOE BAYNE GOODSPEED	Reeves	57 T3	4	ERC-ELS-0087	640.00000	36.57143	5/16/2011	882	331	3517
ENERGEN RESOURCES CORPORATION	MARY JANE ROGERS	Reeves	57 T3	4	ERC-ELS-0088	640.00000	36.57143	5/16/2011	882	340	3518
ENERGEN RESOURCES CORPORATION	PECOS BEND ROYALTIES, LP	Reeves	57 T3	4	ERC-ELS-0089	640.00000	36.57143	5/16/2011	882	349	3519
ENERGEN RESOURCES CORPORATION	GLENICE BARNETT	Reeves	57 T3	4	ERC-ELS-0090	640.00000	83.20000	5/16/2011	882	358	3520
ENERGEN RESOURCES CORPORATION	TERRY FORTUNE	Reeves	57 T3	4	ERC-ELS-0091	640.00000	51.20000	5/16/2011	882	367	3521
ENERGEN RESOURCES CORPORATION	GAYLE WALKER	Reeves	57 T3	4	ERC-ELS-0092	640.00000	38.40000	5/16/2011	882	376	3522
ENERGEN RESOURCES CORPORATION	TOBI STEPAN	Reeves	57 T3	4	ERC-ELS-0093	640.00000	38.40000	5/16/2011	882	385	3523
ENERGEN RESOURCES CORPORATION	GRACIE ATKINSON	Reeves	57 T3	4	ERC-ELS-0094	640.00000	38.40000	5/16/2011	882	394	3524
ENERGEN RESOURCES CORPORATION	LINDA SPIRES	Reeves	57 T3	4	ERC-ELS-0095	640.00000	38.40000	5/16/2011	882	403	3525
ENERGEN RESOURCES CORPORATION	JOHN TAYLOR LIFE ESTATE	Reeves	57 T3	4	ERC-ELS-0096	640.00000	83.20000	5/16/2011	882	412	3526
FORD CHAPMAN	SALLIE WYNNE REYNAUD	Reeves	57 T2	38	FC-ELS-0001	640.00000	320.00000	9/21/1970	297	485	3432
FORD CHAPMAN	LELA MAE WYNNE, ET AL	Reeves	57 T2	38	FC-ELS-0002	640.00000	320.00000	9/21/1970	297	489	3433
JOSEPH B RUPPE	A.T. RANDOLPH, ET AL	Reeves	57 T2	34	JBR-ELS-0001	320.00000	320.00000	8/9/1957	177	407	4127
STANDARD OIL COMPANY OF TEXAS	GEORGE C. FRASER, ET AL	Reeves	57 T2	45 & 47	SOC-ELS-0001	960.00000	960.00000	3/17/1943	98	544	1030
TEXACO INC	GEORGE B. WHISSELL	Reeves	54 T4	34	TEXACO-ELS-001	320.00000	320.00000	1/14/1964	238	94	1310
WILLIAM W CAMPBELL	A.T. RANDOLPH, ET AL	Reeves	57 T2	34 & 40	VWC-ELS-0001	320.00000	320.00000	1/21/1953	151	58	1299

112844 J
112844 K
112844 L
112844 C
112844 D
112844 E
112844 F
112844 G
112844 H
112844 B
065125 A
065125 B
048344
NA Private
056135
040133

Inst No. 12-07956
DIANNE O. FLOREZ
COUNTY CLERK
2012 Nov 15 at 08:39 AM
REEVES COUNTY TEXAS
BY: VE [Signature] DEPUTY



CERTIFICATE OF RECORD

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

I, hereby certify that this instrument with its certificates of authenticity was FILED on the date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Real Property of Reeves County, Texas, as indicated.

Date Filed _____ File # 12-07956 Vol. 912 Page 96



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By: Myra Aranda Deputy

CLERK'S OFFICE
REEVES COUNTY
ORIGINAL FILED IN
COPY OF
TRUE & CORRECT



Rec'd w/ No Cover or fees

MF040133

etal

Carl Bonn

From: Carl Bonn
Sent: Wednesday, December 02, 2015 9:06 AM
To: Diane Wehrenberg
Subject: MF112472, MF112473 & MF112474 - Petrohawk Properties, LP to Sovereign Resources, LLC (Reeves County)
Attachments: 20151202082324625.pdf

Hello Diane,
Please see attached Partial Assignment covering the referenced leases. It appears there may be other leases cover by the assignments.
Please add any Mineral File numbers that I may have missed.
Thank you,
Carl
Carl Bonn, CPL
Energy Resources
PSF Income Division
(512) 463-5407
carl.bonn@glo.texas.gov

98 Leases
x 25
\$2450

80

File No. MF040133

Assign FD #9886

Petrohawk to Sovereign

Date Filed: 11-10-16

George P. Bush, Commissioner

By: AT



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 10, 2016

Panther Energy Company II, LLC
Attn: Diane Wehrenberg
6100 S Yale, Suite 600
Tulsa, OK 74136-1922

Re: *GLO Assignment ID #9887, Reeves County
MF- 040133 et al*

Dear Ms. Wehrenberg:

The General Land Office has received and filed the following instrument as detailed in Exhibit A attached.

Assignment of Oil and Gas Leases, effective 01/01/14 from Sovereign Resources LLC, Assignor to Permian Sovereign LP, Assignee. Filed for record under Vol. 1049, Pg. 0364.

Filing fees in the amount of \$2,975.00 are still due in connection with the above referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

Exhibit A

***Assignment ID #9887 – Reeves County
From Sovereign Resources LLC To Permian Sovereign LP***

MF #'s:

040133

040154

048344

060110

064829 Terminated

065125-A Inactive

065125

106718- C, D, G

112024- A-I

112087 Expired

112395

112472 Expired

112473

112474

112482

112676- A-C

112764- D-L

112780- B-D

112844- A-L

112937- A-C

112938 Expired

112941- A-G

113876- A&B

114220

114222

114223

114224

114284- A-D

114285- A-E

114288- A-F

114289

114290- A-C

114673- A&B

114736- A-J

114827

114828

115432- A-E

116077- A-D

116078- A&B

116080

116324- A&B

116531- A

117122- A&B

Carl Bonn

From: Carl Bonn
Sent: Wednesday, December 02, 2015 8:05 AM
To: Diane Wehrenberg *~ she never responded to help*
Subject: Assn - Sovereign Resources LLC to Permian Sovereign, LP
Attachments: 20151202075919781.pdf

ID# 9887

Good morning Diane,

I have attached the referenced assignment eff 1/1/14 in hopes that you may identify our Mineral File numbers on the Exhibit.

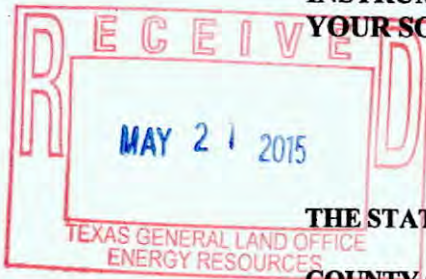
Also, some of the pages of the exhibit are cut-off and may include additional leases.

Thank you,

Carl

MF 040133 et al

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.



ASSIGNMENT OF OIL AND GAS LEASES

ID# 9887
MF040133 et al

THE STATE OF TEXAS
COUNTY OF REEVES

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

eff 1-1-14 all

SOVEREIGN RESOURCES LLC, a Texas limited liability company, hereinafter referred to as "Assignor", whose address is 5949 Sherry Lane, Suite 1610, Dallas, Texas 75225, and **PERMIAN SOVEREIGN LP**, a Texas limited partnership, hereinafter referred to as "Assignee", whose address is 5949 Sherry Lane, Suite 1610, Dallas, Texas 75225, agree that:

WHEREAS, Assignor is the owner of leasehold and other interests under those certain Oil and Gas Leases set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, covering real property in the County of Reeves, State of Texas (herein referred to as the "Leases"); and

NOW, THEREFORE, for and in consideration of the sum of one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all of Assignor's right, title and interest in and to the Leases (the "Assignment").

Notwithstanding the foregoing, Assignor hereby and specifically excepts and reserves from this Assignment:

the Bone Springs formation, being defined as the stratigraphic interval or its correlative equivalent occurring from 7,850 feet to 11,550 feet as seen on the Density/Neutron log of the Vermajo 58-1 Well (API No. 42-301-31248), in and to those Oil and Gas Leases further described in that certain Pooling Agreement for the State C19-15 #2H Unit effective September 13, 2011, between the Commissioner of the General Land Office, on behalf of the State of Texas, as Lessor, and Energen Resources Corporation, as Lessee, such Pooling Agreement being recorded in Volume 912, Page 481 of the Official Public Records of Reeves County, Texas.

TO HAVE AND TO HOLD forever the undivided interests herein conveyed unto Assignee, its successors and assigns, provided however that this Assignment is made subject to all the following terms and conditions:

1. Assignor hereby warrants and agrees to defend title to the Leases and Assignment conveyed to Assignee hereunder against every person whosoever lawfully claiming or to claim the same or any part thereof by, through, and under Assignor, but not otherwise.



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REEVES COUNTY
CLERKS OFFICE

2. Assignee accepts this Assignment of Oil and Gas Leases and agrees to truly and fully perform all of the terms and conditions of the Leases.

3. In addition to the terms and conditions set out herein, the interests assigned herein is subject to, and Assignee shall comply with in all respects and bear its proportionate share of the following:

a. The terms and conditions of the Leases;

b. The terms and conditions of that certain Joint Development Agreement dated December 20, 2010, between Petrohawk Properties, LP and Sovereign Resources, LLC, as amended.

4. This Assignment shall be free and clear of any liens, mortgages or encumbrances created by Assignor except for any valid and existing royalties and other burdens filed of record as of the date of this Assignment.

5. The terms of this Assignment shall be covenants running with the lands affected hereby and be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns.

6. The parties hereto agree to execute any documents reasonably requested by one another to carry out the intent and purpose hereof.

IN WITNESS WHEREOF, this instrument is executed on this 16th of January, 2014, but effective January 1, 2014.

ASSIGNOR:

SOVEREIGN RESOURCES LLC
a Texas limited liability company

By: Frederic D. Sewell

Printed Name: Frederic D. Sewell

Title: President

ASSIGNEE:

PERMIAN SOVEREIGN LP

BY: SOVEREIGN RESOURCES LLC
a Texas limited liability company

Its: Sole General Partner

By: Frederic D. Sewell

Printed Name: Frederic D. Sewell

Title: President



THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 16th day of January, 2014, by FREDERIC D. SEWELL, President of SOVEREIGN RESOURCES, LLC, a Texas limited liability company, on behalf of such limited liability company and in the capacity therein stated.



Jane S. Gaines
Notary Public, State of Texas

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ASSIGNEE ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 16th day of January, 2014, by FREDERIC D. SEWELL, President of SOVEREIGN RESOURCES, LLC, a Texas limited liability company, on behalf of such limited liability company, as General Partner of PERMIAN SOVEREIGN LP, and in the capacity therein stated.



Jane S. Gaines
Notary Public, State of Texas

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After Recording Return To:

Permian Sovereign, LP
5949 Sherry Lane
Suite 1610
Dallas, TX 75525
Attention: Robert D. Richardson



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COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

EXHIBIT "A"

Attached to and made part of that certain Assignment of Oil and Gas Leases dated January __, 2014, but effective January 1, 2014, between Sovereign Resources LLC, as Assignor, and Permian Sovereign LP, as Assignee.

- | | | | |
|----|-------------|---|------------------|
| 1. | Lessor: | Noble Royalties Access Fund IV, LP | VOL
1049 |
| | Lessee: | Mecca Exploration, LLC | |
| | Lease Date: | January 26, 2011 | |
| | Recorded: | Book 866, Page 1, Reeves County, Texas
280 Gross Acres, more or less, Block 55 T4 Section 17 | |
| 2. | Lessor: | Noble Royalties Access Fund IV, LP | P
G |
| | Lessee: | Mecca Exploration, LLC | |
| | Lease Date: | January 26, 2011 | |
| | Recorded: | Book 866, Page 6, Reeves County, Texas
280 Gross Acres, more or less, Block 55 T4 Section 17 | |
| 3. | Lessor: | Noble Royalties Access Fund IV, LP | 0
3
6
7 |
| | Lessee: | Mecca Exploration, LLC | |
| | Lease Date: | January 26, 2011 | |
| | Recorded: | Book 866, Page 11, Reeves County, Texas
280 Gross Acres, more or less, Block 55 T4 Section 17 | |
| 4. | Lessor: | Noble Birch Royalties, LLC | 112087-Expired |
| | Lessee: | Mecca Exploration, LLC | |
| | Lease Date: | January 26, 2011 | |
| | Recorded: | Book 865, Page 820, Reeves County, Texas
280 Gross Acres, more or less, Block 55 T4 Section 17 | |
| 5. | Lessor: | Tyler A. Baker Testamentary Resid. Trust | MF112452 |
| | Lessee: | Wildhorse Interest, LLC | |
| | Lease Date: | December 22, 2010 | |
| | Recorded: | Book 866, Page 471, Reeves County, Texas
296 Gross Acres, more or less, Block C19 Section 13 | |
| 6. | Lessor: | State of Texas General Land Office | MF112676-B |
| | Lessee: | Angelle & Donohue Oil & Gas | |
| | Lease Date: | April 5, 2011 | |
| | Recorded: | Book 879, Page 428, Reeves County, Texas
640 Gross Acres, more or less, Block 57 T3 Section 16 | |
| 7. | Lessor: | Arthur L. Schlofman | |
| | Lessee: | Petrohawk Properties, LP | |
| | Lease Date: | April 25, 2011 | |
| | Recorded: | Book 893, Page 518, Reeves County, Texas
160 Gross Acres, more or less, Block 57 T3 Section 2 | |



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112676-A

8. Lessor: Mary F. Lindsey
 Lessee: Petrohawk Properties, LP
 Lease Date: April 25, 2011
 Recorded: Book 893, Page 525, Reeves County, Texas
 160 Gross Acres, more or less, Block 57 T3 Section 2

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9. Lessor: Kathryn Anne Schlofman
 Lessee: Petrohawk Properties, LP
 Lease Date: April 25, 2011
 Recorded: Book 893, Page 532, Reeves County, Texas
 160 Gross Acres, more or less, Block 57 T3 Section 2

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10. Lessor: Wm. E. & Linda F. Patterson Living Trust
 Lessee: Petrohawk Properties, LP
 Lease Date: April 25, 2011
 Recorded: Book 887, Page 363, Reeves County, Texas
 320 Gross Acres, more or less, Block 57 T3 Section 2

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11. Lessor: Jms. S. & Frances L. Patterson Living Trust
 Lessee: Petrohawk Properties, LP
 Lease Date: April 25, 2011
 Recorded: Book 887, Page 370, Reeves County, Texas
 320 Gross Acres, more or less, Block 57 T3 Section 2

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12. Lessor: Graves Mineral Trust
 Lessee: Petrohawk Properties, LP
 Lease Date: April 25, 2011
 Recorded: Book 887, Page 377, Reeves County, Texas
 320 Gross Acres, more or less, Block 57 T3 Section 2

13. Lessor: MDJ Minerals, LLP
 Lessee: Petrohawk Properties, LP
 Lease Date: April 29, 2011
 Recorded: Book 885, Page 267, Reeves County, Texas
 60 Gross Acres, more or less, Block C20 Section 9
 Insofar and only insofar as to the acreage described in Tract 4 of said lease
 being described as 60.00 acres, more or less, being the Southwest Quarter of
 the Southeast Quarter (SW/4 of the SE/4) and the South Half of the
 Southeast Quarter of the Southeast Quarter (S/2 of the SE/4 of the SE/4) of
 Section 9, Block C-20, Abstract 4162, Public School Land Survey, Reeves
 County, Texas

14. Lessor: Jane Appling Sigler
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 630, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22

MF 112024A



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15. Lessor: Mary Perry Anderson
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 638, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF 112024-B
16. Lessor: Blake Oil and Gas Corporation
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 598, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF 112024-E
17. Lessor: Carolyn Blake Johnston
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 614, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 112024-G
18. Lessor: Ann Appling Bradford
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 646, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF 112024-C
19. Lessor: Mark D. Blake
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 582, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF 112024-H
20. Lessor: Jack E. Blake, Jr.
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 590, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF-112024-I
21. Lessor: Bruce W. Blake
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 622, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 112024-F
22. Lessor: CBAT Corporation
 Lessee: Bold Energy II LLC
 Lease Date: October 1, 2010
 Recorded: Book 857, Page 606, Reeves County, Texas
 643.62 Gross Acres, more or less, Block 57 T2 Section 22
 MF 112024-D





23. Lessor: Ranch to Market Inc.
Lessee: Bold Energy II LLC
Lease Date: October 1, 2010
Recorded: Book 867, Page 80, File Number 802, Reeves County, Texas
1 Gross Acre, more or less, Block 57 T2 Section 22
24. Lessor: George B. Whissell
Lessee: Claude E. Neeley
Lease Date: September 13, 1966
Recorded: Book 261, Page 435, File Number 5191, Reeves County, Texas
320 Gross Acres, more or less, Block 54 T4 Section 34
25. Lessor: Barlow Perojects, Inc.
Lessee: Petrohawk Properties LP
Lease Date: May 30, 2012
Recorded: Book 948, Page 63, File Number 12-04806, Reeves County, Texas
166 Gross Acres, more or less, Block 57 T2 Section 47
26. Lessor: Roberta Regan Testamentary Trust
Lessee: Petrohawk Properties LP
Lease Date: December 1, 2011
Recorded: Book 926, Page 794, File Number 12-01400, Reeves County, Texas
160 Gross Acres, more or less, Block 57 T3 Section 2
27. Lessor: Claire Pezzini
Lessee: Petrohawk Properties LP
Lease Date: May 29, 2012
Recorded: Book 945, Page 438, File Number 12-04356, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20
28. Lessor: Mary Pat Guiltinan Flood
Lessee: Petrohawk Properties LP
Lease Date: May 29, 2012
Recorded: Book 945, Page 445, File Number 12-04357, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20
29. Lessor: Marilyn V. Guiltinan
Lessee: Petrohawk Properties LP
Lease Date: June 20, 2012
Recorded: Book 950, Page 636, File Number 12-05211, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20
30. Lessor: Rosemary D. Guiltinan
Lessee: Petrohawk Properties LP
Lease Date: June 20, 2012
Recorded: Book 950, Page 643, File Number 12-05212, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20

MF-112395 - U+NZ

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|-----|-------------|--|-----------------|---|
| 31. | Lessor: | Elizabeth Ann Avery | <u>114736-E</u> | |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | May 29, 2012 | | |
| | Recorded: | Book 948, Page 57, File Number 12-04807, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | V |
| 32. | Lessor: | Mary Virginia Knoblauch | <u>114736-F</u> | O |
| | Lessee: | Petrohawk Properties LP | | L |
| | Lease Date: | May 29, 2012 | | |
| | Recorded: | Book 945, Page 452, File Number 12-04358, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | 1 |
| 33. | Lessor: | Jane C. Pixley | <u>114736-G</u> | 0 |
| | Lessee: | Petrohawk Properties LP | | 4 |
| | Lease Date: | May 29, 2012 | | 9 |
| | Recorded: | Book 945, Page 459, File Number 12-04359, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 34. | Lessor: | James Anthony Magner | <u>114736-H</u> | P |
| | Lessee: | Petrohawk Properties LP | | G |
| | Lease Date: | May 29, 2012 | | |
| | Recorded: | Book 945, Page 466, File Number 12-04360, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 35. | Lessor: | Mary Kathleen McCloskey | <u>114736-I</u> | 0 |
| | Lessee: | Petrohawk Properties LP | | 3 |
| | Lease Date: | May 29, 2012 | | 7 |
| | Recorded: | Book 951, Page 301, File Number 12-05286, Reeves County, Texas | | 1 |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 36. | Lessor: | William F. Magner, Jr. | <u>114736-J</u> | |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | May 29, 2012 | | |
| | Recorded: | Book 945, Page 473, File Number 12-04361, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 37. | Lessor: | Marie P. Fox | <u>114673-A</u> | |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | January 26, 2012 | | |
| | Recorded: | Book 948, Page 74, File Number 12-04808, Reeves County, Texas | | |
| | | 5 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 38. | Lessor: | Grace D'Amico Hill | <u>114673-B</u> | |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | June 11, 2012 | | |
| | Recorded: | Book 948, Page 81, File Number 12-04809, Reeves County, Texas | | |
| | | 5 Gross Acres, more or less, Block 57 T2 Section 20 | | |





39.	Lessor:	Roberta Ashley Ekholm Pinney Spann A/k/a Robin Ekholm Pinney	
	Lessee:	Petrohawk Properties LP	
	Lease Date:	June 15, 2012	
	Recorded:	Book 951, Page 308, File Number 12-05287, Reeves County, Texas	
		5 Gross Acres, more or less, Block 57 T2 Section 20	V
40.	Lessor:	Robert M. Bley	
	Lessee:	Petrohawk Properties LP	116077-A
	Lease Date:	June 1, 2012	L
	Recorded:	Book 948, Page 87, File Number 12-04810, Reeves County, Texas	
		2.5 Gross Acres, more or less, Block 57 T2 Section 20	1
41.	Lessor:	John E. Bley	
	Lessee:	Petrohawk Properties LP	116077-B
	Lease Date:	June 1, 2012	0
	Recorded:	Book 948, Page 94, File Number 12-04811, Reeves County, Texas	4
		2.5 Gross Acres, more or less, Block 57 T2 Section 20	9
42.	Lessor:	William Choate	
	Lessee:	Petrohawk Properties LP	116077-D
	Lease Date:	May 1, 2012	P
	Recorded:	Book 944, Page 269, File Number 12-04236, Reeves County, Texas	G
		2.5 Gross Acres, more or less, Block 57 T2 Section 20	
43.	Lessor:	Stephen Choate	
	Lessee:	Petrohawk Properties LP	116077-C
	Lease Date:	June 1, 2012	0
	Recorded:	Book 948, Page 101, File Number 12-04812, Reeves County, Texas	3
		2.5 Gross Acres, more or less, Block 57 T2 Section 20	7
			2
44.	Lessor:	John D. Carter	
	Lessee:	Petrohawk Properties LP	115432-A
	Lease Date:	May 8, 2012	
	Recorded:	Book 942, Page 778, File Number 12-04037, Reeves County, Texas	
		5 Gross Acres, more or less, Block 57 T2 Section 20	
45.	Lessor:	Danelle Bradford	
	Lessee:	Petrohawk Properties LP	115432-B
	Lease Date:	May 7, 2012	
	Recorded:	Book 944, Page 276, File Number 12-04237, Reeves County, Texas	
		5 Gross Acres, more or less, Block 57 T2 Section 20	
46.	Lessor:	James R. Waldie, III	
	Lessee:	Petrohawk Properties LP	115432-C
	Lease Date:	May 7, 2012	
	Recorded:	Book 942, Page 785, File Number 12-04038, Reeves County, Texas	
		5 Gross Acres, more or less, Block 57 T2 Section 20	

47. Lessor: Susan W. Davis 115432-D
 Lessee: Petrohawk Properties LP
 Lease Date: May 7, 2012
 Recorded: Book 942, Page 793, File Number 12-04039, Reeves County, Texas
 5 Gross Acres, more or less, Block 57 T2 Section 20
48. Lessor: David B. Waldie 115432-E
 Lessee: Petrohawk Properties LP
 Lease Date: May 7, 2012
 Recorded: Book 943, Page 1, File Number 12-04040, Reeves County, Texas
 5 Gross Acres, more or less, Block 57 T2 Section 20
49. Lessor: Tom E. Johnson LP 114224
 Lessee: Petrohawk Properties LP
 Lease Date: January 26, 2012
 Recorded: Book 943, Page 9, File Number 12-04041, Reeves County, Texas
 5 Gross Acres, more or less, Block 57 T2 Section 20
50. Lessor: Hut, Inc. 114220
 Lessee: Petrohawk Properties LP
 Lease Date: May 7, 2012
 Recorded: Book 943, Page 16, File Number 12-04042, Reeves County, Texas
 5 Gross Acres, more or less, Block 57 T2 Section 20
51. Lessor: Paul William Marcel
 Lessee: Petrohawk Properties LP
 Lease Date: August 11, 2012
 Recorded: Book 950, Page 650, File Number 12-05213, Reeves County, Texas
 10 Gross Acres, more or less, Block 57 T2 Section 20
52. Lessor: Wanda Brown
 Lessee: Petrohawk Properties LP
 Lease Date: August 1, 2012
 Recorded: Book 945, Page 480, File Number 12-04362, Reeves County, Texas
 2.5 Gross Acres, more or less, Block 57 T2 Section 20
53. Lessor: Herman Phillips, et ux 114222
 Lessee: Petrohawk Properties LP
 Lease Date: May 25, 2012
 Recorded: Book 945, Page 487, File Number 12-04363, Reeves County, Texas
 5 Gross Acres, more or less, Block 57 T2 Section 20
54. Lessor: Julia Fisher Heemann 114290-C
 Lessee: Petrohawk Properties LP
 Lease Date: June 25, 2012
 Recorded: Book 950, Page 657, File Number 12-05214, Reeves County, Texas
 95 Gross Acres, more or less, Block 57 T2 Section 20

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55.	Lessor:	John Alan Heemann	<u>114290-A</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June 25, 2012		
	Recorded:	Book 950, Page 664, File Number 12-05215, Reeves County, Texas		V
		95 Gross Acres, more or less, Block 57 T2 Section 20		O
56.	Lessor:	Julia F. Berry	<u>114290-B</u>	L
	Lessee:	Petrohawk Properties LP		
	Lease Date:	February 13, 2012		
	Recorded:	Book 950, Page 671, File Number 12-05216, Reeves County, Texas		1
		95 Gross Acres, more or less, Block 57 T2 Section 20		0
57.	Lessor:	Jill J. Johnson Reed	<u>116078-A</u>	4
	Lessee:	Petrohawk Properties LP		9
	Lease Date:	January 26, 2012		
	Recorded:	Book 948, Page 108, File Number 12-04813, Reeves County, Texas		
		2.5 Gross Acres, more or less, Block 57 T2 Section 20		
58.	Lessor:	James Douglas a/k/a Stanley Douglas Johnson	<u>116078-B</u>	P
	Lessee:	Petrohawk Properties LP		G
	Lease Date:	May 7, 2012		
	Recorded:	Book 943, Page 24, File Number 12-04043, Reeves County, Texas		
		2.5 Gross Acres, more or less, Block 57 T2 Section 20		
59.	Lessor:	Ruth A. Forsman	<u>114223</u>	0
	Lessee:	Petrohawk Properties LP		3
	Lease Date:	May 7, 2012		7
	Recorded:	Book 944, Page 283, File Number 12-04238, Reeves County, Texas		4
		5 Gross Acres, more or less, Block 57 T2 Section 20		
60.	Lessor:	Virginia L. Orth Samuel		
	Lessee:	Petrohawk Properties LP		
	Lease Date:	August 20, 2012		
	Recorded:	Book 950, Page 631, File Number 12-05218, Reeves County, Texas		
		10 Gross Acres, more or less, Block 57 T2 Section 20		
61.	Lessor:	Brennand Lazy H. Ranch, Ltd.	<u>112764-D</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	February 15, 2012		
	Recorded:	Book 932, Page 557, File Number 12-02282, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T2 Section 36		
62.	Lessor:	Howell Smith Wynne	<u>112764-H</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	May 1, 2012		
	Recorded:	Book 944, Page 290, File Number 12-04239, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T2 Section 36		

63. Lessor: Loyd W. Powell, Jr. Children's Trust 112764-G
 Lessee: Petrohawk Properties LP
 Lease Date: May 1, 2012
 Recorded: Book 943, Page 31, File Number 12-04044, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36
64. Lessor: Andrews Royalty, LP 112764-E
 Lessee: Petrohawk Properties LP
 Lease Date: May 1, 2012
 Recorded: Book 943, Page 38, File Number 12-04045, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36
65. Lessor: Pursuit Energy Corporation 112764-F
 Lessee: Petrohawk Properties LP
 Lease Date: May 1, 2012
 Recorded: Book 943, Page 45, File Number 12-04046, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36
66. Lessor: Roberta Regan Testamentary Trust 112764-I
 Lessee: Petrohawk Properties LP
 Lease Date: June 1, 2012
 Recorded: Book 945, Page 494, File Number 12-04364, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36
67. Lessor: Nancy Adele Saustad Trust 112764-J
 Lessee: Petrohawk Properties LP
 Lease Date: June 5, 2012
 Recorded: Book 948, Page 116, File Number 12-04814, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36
68. Lessor: William Barton Wakefield Testamentary Trust f/b/o Oma Barton Wakefield
 Lessee: Petrohawk Properties LP
 Lease Date: June 21, 2012
 Recorded: Book 951, Page 316, File Number 12-05288, Reeves County, Texas 112764-K
 640 Gross Acres, more or less, Block 57 T2 Section 36
69. Lessor: Patti Jo Wood a/k/a Patti Jo Peck Wakefield
 Lessee: Petrohawk Properties LP
 Lease Date: June 21, 2012
 Recorded: Book 956, Page 10, File Number 12-05800, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T2 Section 36 112764-L
70. Lessor: Stephan Armstrong
 Lessee: Petrohawk Properties LP
 Lease Date: June 22, 2012
 Recorded: Book 951, Page 323, File Number 12-05289, Reeves County, Texas
 15 Gross Acres, more or less, Block 57 T2 Section 20 114289

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71.	Lessor:	James L. Woock	<u>114288-A</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June 11, 2012		
	Recorded:	Book 948, Page 128, File Number 12-04815, Reeves County, Texas		V
		10 Gross Acres, more or less, Block 57 T2 Section 20		O
72.	Lessor:	Lou Ann Woock Sepulveda	<u>114288-B</u>	L
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June August 11, 2012		
	Recorded:	Book 948, Page 136, File Number 12-04816, Reeves County, Texas		1
		10 Gross Acres, more or less, Block 57 T2 Section 20		0
73.	Lessor:	Sharon K. Woock Waters	<u>114288-C</u>	4
	Lessee:	Petrohawk Properties LP		9
	Lease Date:	June 11, 2012		
	Recorded:	Book 948, Page 143, File Number 12-04817, Reeves County, Texas		
		10 Gross Acres, more or less, Block 57 T2 Section 20		
74.	Lessor:	Robert F. Woock	<u>114288-D</u>	P
	Lessee:	Petrohawk Properties LP		G
	Lease Date:	June 11, 2012		
	Recorded:	Book 948, Page 150, File Number 12-04818, Reeves County, Texas		
		10 Gross Acres, more or less, Block 57 T2 Section 20		
75.	Lessor:	Edward A. Owen	<u>114288-E</u>	0
	Lessee:	Petrohawk Properties LP		3
	Lease Date:	June 11, 2012		7
	Recorded:	Book 950, Page 330, File Number 12-05290, Reeves County, Texas		6
		10 Gross Acres, more or less, Block 57 T2 Section 20		
76.	Lessor:	Michael D. Owen	<u>114288-F</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June 11, 2012		
	Recorded:	Book 951, Page 337, File Number 12-05291, Reeves County, Texas		
		10 Gross Acres, more or less, Block 57 T2 Section 20		
77.	Lessor:	Dean Eric Skinner	<u>114285-D</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June 16, 2012		
	Recorded:	Book 951, Page 344, File Number 12-05292, Reeves County, Texas		
		320 Gross Acres, more or less, Block 54 T4 Section 18		
78.	Lessor:	Timothy A. Skinner	<u>114285-E</u>	
	Lessee:	Petrohawk Properties LP		
	Lease Date:	June 16, 2012		
	Recorded:	Book 951, Page 351, File Number 12-05293, Reeves County, Texas		
		320 Gross Acres, more or less, Block 54 T4 Section 18		

79. Lessor: J & M Raymond, Ltd. 114285-B
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 358, File Number 12-05294, Reeves County, Texas
 320 Gross Acres, more or less, Block 54 T4 Section 18
80. Lessor: Vaughan-McElvain Energy, Inc. 114285-A
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 365, File Number 12-05295, Reeves County, Texas
 320 Gross Acres, more or less, Block 54 T4 Section 18
81. Lessor: The Revocable Living Trust of E. P. Williams and Dorothy Jane Williams,
 dated August 19, 1998
 Lessee: Petrohawk Properties LP 114285-C
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 372, File Number 12-05296, Reeves County, Texas
 320 Gross Acres, more or less, Block 54 T4 Section 18
82. Lessor: Ann Thompson White 114284-B
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 380, File Number 12-05297, Reeves County, Texas
 640 Gross Acres, more or less, Block 54 T4 Section 28
83. Lessor: John M. Thompson, III 114284-C
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 387, File Number 12-05298, Reeves County, Texas
 640 Gross Acres, more or less, Block 54 T4 Section 28
84. Lessor: James Cash Thompson 114284-D
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 394, File Number 12-05299, Reeves County, Texas
 640 Gross Acres, more or less, Block 54 T4 Section 28
85. Lessor: James Cash Thompson, et ux 114284-A
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 401, File Number 12-05300, Reeves County, Texas
 640 Gross Acres, more or less, Block 54 T4 Section 28
86. Lessor: Petco Limited
 Lessee: Petrohawk Properties LP
 Lease Date: June 16, 2012
 Recorded: Book 951, Page 409, File Number 12-05301, Reeves County, Texas
 320 Gross Acres, more or less, Block 54 T4 Section 18

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87. Lessor: General Land Office of The State of Texas
Lessee: Energen Resources Corporation
Lease Date: April 5, 2011
Recorded: Book 884, Page 286, File Number 3777, Reeves County, Texas
411 Gross Acres, more or less, Block C19 Section 14
88. Lessor: General Land Office of The State of Texas
Lessee: Energen Resources Corporation
Lease Date: April 5, 2011
Recorded: Book 884, Page 292, File Number 3778, Reeves County, Texas
160 Gross Acres, more or less, Block C19 Section 15
89. Lessor: Louise Lemley Crocker
Lessee: Forest Oil Corporation
Lease Date: September 19, 2006
Recorded: Book 746, Page 273, File Number 5168, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15
90. Lessor: Gary Bailey
Lessee: Forest Oil Corporation
Lease Date: September 20, 2006
Recorded: Book 746, Page 613, File Number 5276, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15
91. Lessor: C. F. Qualia, et ux
Lessee: Forest Oil Corporation
Lease Date: September 13, 2006
Recorded: Book 747, Page 778, File Number 5527, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15
92. Lessor: Roland Bandy
Lessee: Sandridge Exploration and Production, LLC
Lease Date: June 4, 2010
Recorded: Book 849, Page 349, File Number 2608, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15
93. Lessor: C. B. and Nancy B. Ellis Trust
Lessee: Energen Resources Corporation
Lease Date: May 24, 2011
Recorded: Book 894, Page 494, File Number 5520, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15
94. Lessor: David G. Roberts, et al
Lessee: Energen Resources Corporation
Lease Date: May 20, 2011
Recorded: Book 886, Page 20, File Number 4073, Reeves County, Texas
320 Gross Acres, more or less, Block C19 Section 15

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95. Lessor: Walter E. Crockett Residuary Trust
 Lessee: Energen Resources Corporation
 Lease Date: May 20, 2011
 Recorded: Book 886, Page 11, File Number 4072, Reeves County, Texas
 320 Gross Acres, more or less, Block C19 Section 15
96. Lessor: Quanah Exploration LLC
 Lessee: Energen Resources Corporation
 Lease Date: June 15, 2011
 Recorded: Book 894, Page 503, File Number 5521, Reeves County, Texas
 320 Gross Acres, more or less, Block C19 Section 15
97. Lessor: Willie R. Coleman
 Lessee: Energen Resources Corporation
 Lease Date: June 21, 2011
 Recorded: Book 890, Page 418, File Number 4818, Reeves County, Texas
 320 Gross Acres, more or less, Block C19 Section 15
98. Lessor: John Ward Williams
 Lessee: Sandridge Exploration and Production, LLC
 Lease Date: April 27, 2010
 Recorded: Book 849, Page 359, File Number 2609, Reeves County, Texas
 160 Gross Acres, more or less, Block C19 Section 15
99. Lessor: Maynette Moffett Williams Estate Trust
 Lessee: Sandridge Exploration and Production, LLC
 Lease Date: April 27, 2010
 Recorded: Book 849, Page 369, File Number 2610, Reeves County, Texas
 160 Gross Acres, more or less, Block C19 Section 15
100. Lessor: Herbert Edward Williams Estate Trust
 Lessee: Sandridge Exploration and Production, LLC
 Lease Date: April 27, 2010
 Recorded: Book 849, Page 379, File Number 2611, Reeves County, Texas
 160 Gross Acres, more or less, Block C19 Section 15
101. Lessor: John W. Bell
 Lessee: Sandridge Exploration and Production, LLC
 Lease Date: June 4, 2010
 Recorded: Book 849, Page 339, File Number 2607, Reeves County, Texas
 320 Gross Acres, more or less, Block C19 Section 15
102. Lessor: General Land Office of The State of Texas
 Lessee: Energen Resources Corporation
 Lease Date: April 5, 2011
 Recorded: Book 884, Page 298, File Number 3779, Reeves County, Texas
 600 Gross Acres, more or less, Block C19 Section 16

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103. Lessor: Slash Corporation
 Lessee: Sandridge Exploration and Production, LLC
 Lease Date: April 27, 2010
 Recorded: Book 849, Page 389, File Number 2612, Reeves County, Texas
 30 Gross Acres, more or less, Block C19 Section 16

104. Lessor: Pearl G. Fortune
 Lessee: J. A. Matthews
 Lease Date: September 10, 1970
 Recorded: Book 297, Page 206, File Number 3123, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

105. Lessor: R. S. Brennand, Jr.
 Lessee: J. A. Matthews
 Lease Date: September 1, 1970
 Recorded: Book 297, Page 241, File Number 3165, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

106. Lessor: Robert L. Wood, et ux
 Lessee: J. A. Matthews
 Lease Date: November 10, 1970
 Recorded: Book 297, Page 867, File Number 3575, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

107. Lessor: F. L. Houghton, Jr., et ux
 Lessee: J. A. Matthews
 Lease Date: January 11, 1971
 Recorded: Book 298, Page 736, File Number 396, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

108. Lessor: Della Ray Murphy
 Lessee: J. A. Matthews
 Lease Date: January 11, 1971
 Recorded: Book 298, Page 738, File Number 397, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

109. Lessor: Thomas Graves
 Lessee: J. A. Matthews
 Lease Date: February 9, 1971
 Recorded: Book 302, Page 83, File Number 1156, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

110. Lessor: J. F. Brown, et vir
 Lessee: J. A. Matthews
 Lease Date: February 9, 1971
 Recorded: Book 302, Page 90, File Number 1160, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

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111. Lessor: M. H. Lang, et vir
 Lessee: J. A. Matthews
 Lease Date: March 15, 1971
 Recorded: Book 305, Page 78, File Number 1821, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
112. Lessor: R. E. Boyle
 Lessee: The Superior Oil Company
 Lease Date: June 26, 1972
 Recorded: Book 314, Page 67, File Number 2135, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
113. Lessor: Carl B. & Florence E. King Foundation, et al
 Lessee: The Superior Oil Company
 Lease Date: June 26, 1972
 Recorded: Book 314, Page 758, File Number 2895, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
114. Lessor: James D. Dye, et al
 Lessee: The Superior Oil Company
 Lease Date: June 28, 1972
 Recorded: Book 314, Page 761, File Number 2895, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
115. Lessor: Martha Jean Moses
 Lessee: The Superior Oil Company
 Lease Date: August 22, 1972
 Recorded: Book 314, Page 764, File Number 2897, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
116. Lessor: Peter N. Wiggins, III
 Lessee: The Superior Oil Company
 Lease Date: August 22, 1972
 Recorded: Book 314, Page 767, File Number 2898, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
117. Lessor: William R. Wiggins
 Lessee: The Superior Oil Company
 Lease Date: August 22, 1972
 Recorded: Book 314, Page 770, File Number 2899, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3
118. Lessor: Frankie R. Vogt
 Lessee: The Superior Oil Company
 Lease Date: August 22, 1972
 Recorded: Book 314, Page 773, File Number 2900, Reeves County, Texas
 640 Gross Acres, more or less, Block 57 T3 Section 3

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119.	Lessor:	Marie E. Benson		
	Lessee:	The Superior Oil Company		
	Lease Date:	August 22, 1972		
	Recorded:	Book 314, Page 776, File Number 2901, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 3		V
120.	Lessor:	J. E. Warren, et ux		O
	Lessee:	The Superior Oil Company		L
	Lease Date:	August 22, 1972		
	Recorded:	Book 314, Page 779, File Number 2902, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 3		1
121.	Lessor:	Houston Lowell Goodspeed	<u>112844-A</u>	0
	Lessee:	Energen Resources Corporation		4
	Lease Date:	May 16, 2011		9
	Recorded:	Book 882, Page 312, File Number 3515, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 4		
122.	Lessor:	Doyle F. Goodspeed, et al	<u>112844-J</u>	P
	Lessee:	Energen Resources Corporation		G
	Lease Date:	May 16, 2011		
	Recorded:	Book 882, Page 321, File Number 3516, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 4		
123.	Lessor:	Joe Bayne Goodspeed	<u>112844-J</u>	0
	Lessee:	Energen Resources Corporation		3
	Lease Date:	May 16, 2011		8
	Recorded:	Book 882, Page 331, File Number 3517, Reeves County, Texas		2
		640 Gross Acres, more or less, Block 57 T3 Section 4		
124.	Lessor:	Mary Jane Rogers	<u>112844-K</u>	
	Lessee:	Energen Resources Corporation		
	Lease Date:	May 16, 2011		
	Recorded:	Book 882, Page 340, File Number 3518, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 4		
125.	Lessor:	Pecos Bend Royalties, LP	<u>112844-L</u>	
	Lessee:	Energen Resources Corporation		
	Lease Date:	May 16, 2011		
	Recorded:	Book 882, Page 349, File Number 3519, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 4		
126.	Lessor:	Glenice Barnett	<u>112844-C</u>	
	Lessee:	Energen Resources Corporation		
	Lease Date:	May 16, 2011		
	Recorded:	Book 882, Page 358, File Number 3520, Reeves County, Texas		
		640 Gross Acres, more or less, Block 57 T3 Section 4		

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| 127. | Lessor: | Terry Fortune | <u>112844-D</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | |
| | Recorded: | Book 882, Page 367, File Number 3521, Reeves County, Texas | | V |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | O |
| 128. | Lessor: | Gayle Walker | <u>112844-E</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | |
| | Recorded: | Book 882, Page 376, File Number 3522, Reeves County, Texas | | L |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | 1 |
| 129. | Lessor: | Tobi Stepan | <u>112844-F</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | 0 |
| | Recorded: | Book 882, Page 385, File Number 3523, Reeves County, Texas | | 4 |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | 9 |
| 130. | Lessor: | Gracie Atkinson | <u>112844-G</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | P |
| | Recorded: | Book 882, Page 394, File Number 3524, Reeves County, Texas | | G |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | |
| 131. | Lessor: | Linda Spires | <u>112844-H</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | 0 |
| | Recorded: | Book 882, Page 403, File Number 3525, Reeves County, Texas | | 3 |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | 8 |
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| 132. | Lessor: | John Taylor Life Estate | <u>112844-B</u> | |
| | Lessee: | Energen Resources Corporation | | |
| | Lease Date: | May 16, 2011 | | |
| | Recorded: | Book 882, Page 412, File Number 3526, Reeves County, Texas | | |
| | | 640 Gross Acres, more or less, Block 57 T3 Section 4 | | |
| 133. | Lessor: | Sallie Wynnne Reynald | <u>065125</u> | |
| | Lessee: | Ford Chapman | | |
| | Lease Date: | September 21, 1970 | | |
| | Recorded: | Book 297, Page 485, File Number 3432, Reeves County, Texas | | |
| | | 640 Gross Acres, more or less, Block 57 T2 Section 38 | | |
| 134. | Lessor: | Lela Mae Wynne, et al | <u>065125 A - Inactive</u> | |
| | Lessee: | Ford Chapman | | |
| | Lease Date: | September 21, 1970 | | |
| | Recorded: | Book 297, Page 489, File Number 3433, Reeves County, Texas | | |
| | | 640 Gross Acres, more or less, Block 57 T2 Section 38 | | |



135. Lessor: A. T. Randolph, et al
Lessee: Joseph B. Ruppe
Lease Date: August 9, 1957
Recorded: Book 177, Page 407, File Number 4127, Reeves County, Texas
320 Gross Acres, more or less, Block 57 T2 Section 34

048344 - *undized*

V
O
L

136. Lessor: George C. Fraser, et al
Lessee: Standard Oil Company of Texas
Lease Date: March 17, 1943
Recorded: Book 98, Page 544, File Number 1030, Reeves County, Texas
960 Gross Acres, more or less, Block 57 T2 Section 45 & 47

1
0
4
9

137. Lessor: George B. Whissell
Lessee: Texaco Inc.
Lease Date: January 14, 1954
Recorded: Book 238, Page 94, File Number 1310, Reeves County, Texas
320 Gross Acres, more or less, Block 57 T4 Section 34

040133 - *undized*
040154

P
G

138. Lessor: A. T. Randolph, et al
Lessee: William W. Cambell
Lease Date: January 21, 1953
Recorded: Book 151, Page 58, File Number 1299, Reeves County, Texas
320 Gross Acres, more or less, Block 57 T2 Section 34 & 40

139. Lessor: T. H. McElvain Oil and Gas LLLP as agent for the State of Texas
Lessee: Petrohawk Properties LP
Lease Date: January 22, 2013
Recorded: Book 1005, Page 282, File Number 13-03991, Reeves County, Texas
160 Gross Acres, more or less, Block 57 T3 Section 2

113876-B
0
3
8
4

140. Lessor: Love Family Trust et al as agent for the State of Texas
Lessee: Petrohawk Properties LP
Lease Date: February 8, 2013
Recorded: Book 989, Page 514, File Number 13-01576, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20

117122-B

141. Lessor: Neil Christian Henrichsen as agent for the State of Texas
Lessee: Petrohawk Properties LP
Lease Date: March 7, 2013
Recorded: Book 1001, Page 306, File Number 13-03309, Reeves County, Texas
10 Gross Acres, more or less, Block 57 T2 Section 20

117122-A

142. Lessor: Blake Oil and Gas Corporation as agent for the State of Texas
Lessee: Petrohawk Properties LP
Lease Date: November 12, 2012
Recorded: Book 985, Page 636, File Number 13-01007, Reeves County, Texas
30 Gross Acres, more or less, Block 57 T2 Section 20

114827

- | | | | | |
|------|-------------|---|-----------------|---|
| 143. | Lessor: | Darr Petroleum Land Management, LLC as agent for the State of Texas | <u>114828</u> | |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | January 16, 2013 | | |
| | Recorded: | Book 987, Page 84, File Number 13-01214, Reeves County, Texas | | V |
| | | 20 Gross Acres, more or less, Block 57 T2 Section 20 | | O |
| 144. | Lessor: | Christine Louise Baker as agent for the State of Texas | <u>116324-A</u> | L |
| | Lessee: | Petrohawk Properties LP | | |
| | Lease Date: | February 11, 2013 | | |
| | Recorded: | Book 989, Page 525, File Number 13-01579, Reeves County, Texas | | 1 |
| | | 5 Gross Acres, more or less, Block 57 T2 Section 20 | | 0 |
| 145. | Lessor: | Suzanne Marie Reynolds as agent for the State of Texas | <u>116324-B</u> | 4 |
| | Lessee: | Petrohawk Properties LP | | 9 |
| | Lease Date: | February 11, 2013 | | |
| | Recorded: | Book 1001, Page 313, File Number 13-03310, Reeves County, Texas | | |
| | | 5 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 146. | Lessor: | James E. Andrews as agent for the State of Texas | <u>116080</u> | P |
| | Lessee: | Petrohawk Properties LP | | G |
| | Lease Date: | March 26, 2013 | | |
| | Recorded: | Book 1001, Page 328, File Number 13-03312, Reeves County, Texas | | |
| | | 10 Gross Acres, more or less, Block 57 T2 Section 20 | | |
| 147. | Lessor: | Charles W. Seltzer Trust as agent for the State of Texas | <u>116531-A</u> | 0 |
| | Lessee: | Petrohawk Properties LP | | 3 |
| | Lease Date: | March 21, 2013 | | 8 |
| | Recorded: | Book 1001, Page 335, File Number 13-03313, Reeves County, Texas | | 5 |
| | | 30 Gross Acres, more or less, Block 57 T2 Section 20 | | |

Inst No. 14-00499
 DIANNE O. FLOREZ
 COUNTY CLERK
 2014 Jan 22 at 01:37 PM
 REEVES COUNTY, TEXAS
 By: AC Amara Calanchi, DEPUTY



TRUE & CORRECT
 COPY OF
 ORIGINAL FILED IN
 REEVES COUNTY
 CLERKS OFFICE

81

File No. MF040133
Assign # 9887
Sovereign to Permian
Date Filed: 11-10-16
George P. Bush, Commissioner
By: AA

CERTIFICATE OF RECORD

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

I, hereby certify that this instrument with its certificates of authenticity was FILED on the date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Real Property of Reeves County, Texas, as indicated.

Date Filed _____ File # _____ Vol. 1049 Page 364



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
By: Myra Aranda Deputy

TO BE FILED
IN THE PUBLIC RECORDS
OF REEVES COUNTY, TEXAS
ON 11-10-16
AT 10:00 AM
CLERK OF COURTS



Panther Energy Company II, LLC

6100 S. Yale, Ste 600

Tulsa, OK 74136

Main (918) 583-1396

Fax (918) 583-5396

December 21, 2016

Carl Bonn, CPL
Mineral Leasing Division
Texas General Land Office
1700 N Congress Ave
Austin TX 78701

Re: Filing Fees – GLO Assignments #9886 & #9887
State of Texas MF Lease Files
(MF-109880-D; MF-114284 A,B,C&D; MF-114285 A,B,C,D&E)
Secs 18 & 28, Block 54, T4S, T&P Survey
Reeves Co TX

Hello Carl:

Thank you for filing the two referenced assignments (GLO #9886, Partial Assignment from Petrohawk Properties to Sovereign Resources LLC effective 4/05/11 and GLO #9887, Assignment from Sovereign Resources LLC to Permian Sovereign LP effective 1/01/14). These assignments preceded the assignment from Permian Sovereign into Panther Energy dated April 22, 2015 but effective April 1, 2015 (GLO #9417). During Panther Energy's acquisition due diligence with Permian Sovereign, we discovered that the earlier assignments containing those GLO leases had not been filed with the GLO.

Enclosed is Panther Energy's check #16885 dated 12/21/16 in the amount of \$500.00 to cover the filing fees associated with the captioned Mineral File Leases included on the Exhibits to the two earlier assignments. I sincerely appreciate you allowing Panther to remit the filing fees for only the leases we acquired and trust that Permian Sovereign will remit their share of filing fees for the retained GLO leases.

Thank you so much for your continued help and guidance. And, best wishes for a very Merry Christmas and a Happy New Year!

Diane Wehrenberg

Diane Wehrenberg
dianew@pantherenergy.us
918/551-7146 direct line

Enclosures

INVOICE	DATE	DESCRIPTION	NET
12122016	12/12/16	SAND LAKE PROSPECT	500.00

Filing Fees for GLO Assignments #9886 & #9887

(Curative Assignments – Panther Energy's predecessors in Interest)

Secs 18 & 28, Blk 54, T4S, T&P Survey, Reeves Co TX

MF 109880-D

MF 114284 A, B, C, D

MF 114285 A, B, C, D & E

17705504

VENDOR TEX0009 CHECK 16885 DATE 12/21/16

129
X 500.00

Diane Wehrenberg

From: Diane Wehrenberg [dianew@pantherenergy.us]
Sent: Monday, December 19, 2016 7:51 AM
To: Carl Bonn
Subject: RE: Secs 18 & 28, Blk 54, T4S, T&P Survey, Reeves Co TX

Good morning Carl – that is great news! Thank you SO much! I will try to get a check to you this week.

Best wishes to you and your family for a wonderful Christmas and Happy New Year! Many blessings to count.

Diane

From: Carl Bonn [mailto:Carl.Bonn@GLO.TEXAS.GOV]
Sent: Monday, December 19, 2016 7:38 AM
To: Diane Wehrenberg
Subject: FW: Secs 18 & 28, Blk 54, T4S, T&P Survey, Reeves Co TX

Diane,
Good to hear from you and looking forward to the end of a wonderful year.
If you will pay the \$250, I'll do my best to get the balance of the monies from your predecessor's in interest.
However, if we are not able to get the balance of the fees due it will not cloud your title.
Merry Christmas and Happy New Year!
Carl Bonn, CPL
Energy Resources/Mineral Leasing
Texas General Land Office
1700 North Congress, Rm 847B
Austin, Texas 78701
(512) 463-5407 - carl.bonn@glo.texas.gov

From: Diane Wehrenberg [mailto:dianew@pantherenergy.us]
Sent: Friday, November 18, 2016 10:02 AM
To: Carl Bonn <Carl.Bonn@GLO.TEXAS.GOV>
Subject: Secs 18 & 28, Blk 54, T4S, T&P Survey, Reeves Co TX

Good morning Carl – hope you are wrapping up a good week and looking forward to some time off over the holiday.

Thank you for your letters dated November 10, 2016 providing the GLO assignment numbers for conveyances into our predecessor in interest, Permian Sovereign, LLC (and their predecessor, Sovereign Resources, LLC).

4-22-15, E44C 4-1-15

In April 2015, Permian Sovereign assigned its interest in 10 State of Texas Relinquishment Act leases to Panther Energy Company II, LLC (see GLO #9417) . During our acquisition due diligence, Scott Davis with R D Davis confirmed with the GLO that there were previous conveyances that had not been filed with the GLO. Scott's team obtained certified copies of earlier assignments that were part of our prospective chain of title and delivered the documents to the GLO.

I've attached copies of the two assignments referenced in your letters showing the 10 state leases that were later conveyed to Panther highlighted in yellow. The MF numbers associated with these 10 state leases are:

109880-D
114284 A, B, C & D
114285 A, B, C, D & E

Since Panther wants clear title to the 10 leases, Panther is willing to remit the \$25 per lease filing fees (\$250 for each assignment). However, it appears that the remainder of the filing fees should be remitted to the GLO by Sovereign Resources, LLC and Permian Sovereign, LLC, 5949 Sherry Lane, Suite 1610, Dallas TX 75225, who were the assignees on these assignments.

Will appreciate your assistance to resolve this matter. Thank you!

Diane Wehrenberg
Panther Energy Company II, LLC
6100 S Yale, Suite 600
Tulsa OK 74136
dnew@pantherenergy.us
918/551-7146 direct line

File No. MF-0 40133
Partial Filing Fees for
Assign ID 9886 & 9887
Date Filed: 12-28-14
George P. Bush, Commissioner
By AS

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$

MF 035430

Certified Fee

MF 040133

Postmark

Here

Return Receipt Fee
(Endorsement Required)

MF 048344

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

ATTN: Holly Dutton

Sent To

Street, Apt. No.,

or PO Box No.

City, State, ZIP+4

BHP Billiton Petroleum (TXA Operating) Co.

1360 Post Oak Blvd Ste 150

Houston, TX 77056-3030

7008 0150 0000 1019 9420



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

BHP Billiton Petroleum (TXLA Operating) Company
Attn: Holly Dutton
1360 Post Oak Blvd Ste 150
Houston, TX 77056-3030

Billing Date: 7/7/2017
Billing Due Date: 8/6/2017
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00419	MF035430	\$0.00	\$1,316.86	\$140.75	\$70.03	\$1,527.64
17I00420	MF040133	\$0.00	\$8,710.68	\$895.83	\$288.65	\$9,895.16
Total Due		\$0.00	\$10,027.54	\$1,036.58	\$358.68	\$11,422.80

Penalty and interest have been calculated thru 7/31/2017. Payment remitted after 7/31/2017 will result in additional penalty and interest charges.

Contact Info: Sabrina Garcia (512) 475-1510 or Sabrina.Garcia@GLO.TEXAS.GOV

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.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

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

BHP Billiton Petroleum (TXLA Operating) Company

Billing Date: 7/7/2017

Billing Due Date: 8/6/2017

Customer Number: C000046383

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
17I00419	MF035430	\$0.00	\$1,316.86	\$140.75	\$70.03	\$1,527.64
17I00420	MF040133	\$0.00	\$8,710.68	\$895.83	\$288.65	\$9,895.16
Total Due		\$0.00	\$10,027.54	\$1,036.58	\$358.68	\$11,422.80
Amt. Paid						

Customer ID: C000046383
Invoice Number: 17100420
GLO Lease: MF040133
GLO Review: BHP Billiton Petroleum (TXLA Operating) Company
Review Period: September 2015 Through August 2015

Category: Oil
Auditor/AE: Sgarcia
Billing Date: 7/5/2017
P&I Calculation Date: 7/31/2017
Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Jul-16	08-45912	1,448	1.00000000	\$ 42.852740	1.00	\$62,050.77	\$3,878.17	\$0.00	\$3,878.17	329	4.50%	\$387.82	\$129.10	\$4,395.09
Aug-16	08-45912	1,630	1.00000000	\$ 40.615060	1.00	\$66,202.55	\$4,137.66	\$0.00	\$4,137.66	299	4.50%	\$413.77	\$122.43	\$4,673.86
Oct-15	08-21021	159	1.00000000	\$ 44.512860	1.00	\$7,077.54	\$442.35	\$0.00	\$442.35	604	4.25%	\$44.24	\$28.07	\$514.66
Jun-16	08-21021	63	1.00000000	\$ 42.852740	1.00	\$2,699.72	\$168.73	\$0.00	\$168.73	360	4.50%	\$25.00	\$6.26	\$199.99
Jul-16	08-21021	33	1.00000000	\$ 40.615060	1.00	\$1,340.30	\$83.77	\$0.00	\$83.77	329	4.50%	\$25.00	\$2.79	\$111.56
TOTALS		3,333				\$139,370.88	\$8,710.68	\$0.00	\$8,710.68			\$895.83	\$288.65	\$9,895.16

ATTN: Cristen Steele
CERTIFIED MAIL: 7008 0150 0003 1019 9420

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS # 08-780096, 08-30820, 08-45912, 08-21021.
COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

83

File No. MF 040133

County

Recon Billing

Date Filed: 7/10/17

George P. Bush, Commissioner

By AT

MF 040133
MF 048344

Unit ~~11236~~
929

DIVISION ORDER



To: **BHP Billiton Petroleum**
Land Administration
P O Box 22719
Houston, TX 77027-9998
(877) 311- 1443

Issue Date: 8/13/2014
Property Name: RIO STATE RANDOLPH 57-T2-34 1H
Property #: P1M044/00501
Production: ALL PRODUCTS
Operator: BHP BILLITON PETROLEUM (TXLA OPERATING)
Legal Description: T&P RR CO ABST/ID# 2208 Grantee L.B. HAYS Twsp T2 Blk 57 Sec 34 REEVES
COUNTY, TEXAS (645.327 ACRES)

CREDIT TO
Owner # 80113945
STATE OF TEXAS GLO
1700 N CONGRESS AVE #640
AUSTIN TX 78701-1495

Decimal	Type	Status	Reason	Start Date
0.06250000	RI	PAY		6/1/2014

PLEASE KEEP THIS COPY FOR YOUR RECORDS

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

12/22/2014

BHP Billiton Petroleum
Attn: Ellie McVicar
P.O. Box 22719
Houston, Texas 77027

Re: State Pooled Unit No. 929 Owner #: 80113945
Property No. P1M044/00501
Rio State Randolph 57-T2-34 1H

Dear Ellie,

The Texas General Land Office (GLO) has received your Division Order for the Rio State Randolph 57-T2-34 1H Well. This Division Order has been filed in the appropriate mineral file.

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

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas lease. If you have questions concerning this matter, please feel free to e-mail me at brandon.nicholson@glo.texas.gov

Thank you,

Brandon Nicholson
Landman
Mineral Leasing

Enclosure

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

84.
File No. MF 040133
Unit 929 Division Order

Date Filed: 9/2/2014 4-2-14

Jerry E. Patterson, Commissioner

By ~~BA~~ VJg



26,428.41
161

17705467





BHP Billiton Petroleum
3800 E. 42nd Street
Suite 105
Odessa, TX 79762
bhpbilliton.com

December 21, 2016

Texas General Land Office
ATTN: Joy McCauley
1700 N. Congress Ave
Austin, TX 78701

RE: **Surface Damage Payment**
Rio State Randolph 57-T2-34 2H-4H
Reeves County, Texas

Dear Ms. McCauley,

Enclosed herein, please find **Check No. 18556** in the amount of **\$26,428.41** made payable to the addressee above for surface damages resulting from drilling operations for the subject line wells.

The enclosed check covers damages for the pad site and access road, which are outlined below:

Well Pad	(8.31 acres)	=	\$29,758.69
Production Pad	(3.11 acres)	=	\$10,837.73
Additional Wellbore (3H)	(\$5,600.00 per wellbore)	=	\$5,600.00
Additional Wellbore (4H)	(\$5,600.00 per wellbore)	=	\$5,600.00
Access Road "A"	(13.33 rods x \$40.00 per rod)	=	\$533.20
Access Road "B"	(13.18 rods x \$40.00 per rod)	=	\$527.20
TOTAL DAMAGES		=	\$52,856.82
Total paid to Agents of the State			= \$26,428.41
Total paid to the State of Texas			= \$26,428.41

By cashing this check, you agree this payment is the full and final settlement for these damages. Should you have any questions regarding this matter, please do not hesitate to contact me at the telephone number or email address listed below.

Respectfully,

Katie McIntyre
Permian Land Representative
(432) 367-4301
Katie.McIntyre2@bhpbilliton.com



1000 Ledgeview Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2

L.B. HAYES, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD B

RIO STATE RANDOLPH 57-T2-34 2H (MWN 831032), RIO STATE RANDOLPH 57-T2-34 3H (MWN 836441), & RIO STATE RANDOLPH 57-T2-34 4H (MWN 836442)

FINAL CLEARING LIMITS, WELL & PAD, & ACCESS EASEMENT COVER SHEET



GENERAL NOTES:

NAVD 88 = EPSG 5703
NAD83 TEXAS CENTRAL = EPSG 2227

P.O.C.
STATE PLANE COORDINATES (SPC-4203 TXC-NAD 83(2011)) (EPOCH: 2010.0000):
NORTHING (N): 1063176.357 (FT. U.S.)
EASTING (E): 1175403.850 (FT. U.S.)
ELEVATION (Z): 2,975.09 (FT. U.S.)
CAP: 0.999935439
CONVERGENCE: -001°51'32.348"

BASE OF BEARINGS: GRID BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE.

VERTICAL DATUM: NAVD 88, U.S. SURVEY FEET (BASED ON GPS OBSERVATIONS)

HORIZONTAL DATUM: GRID, U.S. SURVEY FEET

CALCULATED AND LONGITUDE ARE NAD 83 (2011)

AREA, DISTANCES AND COORDINATES ARE GRID.

ALL UNITS ARE UNITED STATES SURVEY FOOT, UNLESS NOTED OTHERWISE

ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORDED INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED. THIS IS NOT IN ANY WAY A "BOUNDARY SURVEY".

ELEVATIONS SHOWN IN LINE TABLES REPRESENT THE ELEVATION AT THE END OF THAT LINE SEGMENT IN THE DIRECTION FROM PREVIOUS POINT.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

Rio State Randolph 57-T2-34 Pad B

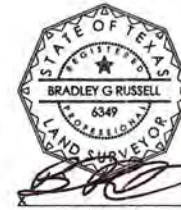
Location LAT/LONG (NAD83): 31.7967682, -103.9471694
LINE LAT/LONG (NAD83): 31.7976372, -103.9485926

From the intersection of I-20 Business and Hwy 285 in Pecos, go North on Hwy 285 for 38.3 miles to the intersection of Hwy 285 and FM 652 in Oria (LAT: 31.825243, LONG: -103.908951). Turn left (Southwest) on FM 652, and go 0.3 mile to intersection of CR 437 on the left (LAT: 31.823408, LONG: -103.914917). Turn left (South) on CR 437 and go 2.3 miles to an intersection of a lease road on the left (LAT: 31.808733, LONG: -103.951109). Turn left (South) and go 0.5 miles to an intersection (LAT: 31.802595, LONG: -103.9534256). Turn left (Southwest) and go 0.4 miles to a "Y" (LAT: 31.7976422, LONG: -103.9510816). Turn left (East) and go 0.14 miles to proposed access road on the right (31.7976372, -103.9485926). Turn right and go 300 feet to location (LAT: 31.7967682, LONG: -103.9471694).

Rio State Randolph 57-T2-34 Production Pad

Location LAT/LONG (NAD83): 31.7975087, -103.9451594
LINE LAT/LONG (NAD83): 31.7976458, -103.9457678

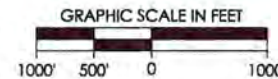
From the intersection of I-20 Business and Hwy 285 in Pecos, go North on Hwy 285 for 38.3 miles to the intersection of Hwy 285 and FM 652 in Oria (LAT: 31.825243, LONG: -103.908951). Turn left (Southwest) on FM 652, and go 0.3 mile to intersection of CR 437 on the left (LAT: 31.823408, LONG: -103.914917). Turn left (South) on CR 437 and go 2.3 miles to an intersection of a lease road on the left (LAT: 31.808733, LONG: -103.951109). Turn left (South) and go 0.5 miles to an intersection (LAT: 31.802595, LONG: -103.9534256). Turn left (Southeast) and go 0.4 miles to a "Y" (LAT: 31.7976422, LONG: -103.9510816). Turn left (East) and go 0.3 miles to proposed access road on the right (31.7976458, -103.9457678). Turn right and go 300 feet to location (LAT: 31.7975087, LONG: -103.9451594).



CONTACT INFORMATION:

Brad G. Russell
Crafton Tull
(501)971315
1000 Ledgeview Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.



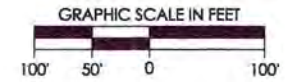
REV.	DATE	REVISION MADE
1	10/20/16	RENAME WELL HEADS / FINALIZED
2	10/10/16	RESTATE
3	06/29/16	ORIGINAL PLAT
BHP BILLITON PET (TXLA OP) CO		
PLAT OF BHP BILLITON PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY RIO STATE RANDOLPH 57-T2-34 PAD B RIO STATE RANDOLPH 57-T2-34 2H (MWN 831032) RIO STATE RANDOLPH 57-T2-34 3H (MWN 836441) RIO STATE RANDOLPH 57-T2-34 4H (MWN 836442) SECTION 34, BLOCK 57-T2 LOCATED IN THE L.B. HAYES SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: 1" = 1000'		
DATE: 10/20/2016		
DRAWN BY: CORRECTION NO. 1 OF 3		



1000 Ledgeview Dr.
Conway, Arkansas 72034
501.328.3311 501.328.3325
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2
L.B. HAYES, A - 2208



GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

TBM1
ELEV: 2978.60'
(NAD 83) LAT: 31.79780280° N
(NAD 83) LONG: -103.94505109° W
(NAD 83) NORTHING: 10635790.073
(NAD 27) LAT: 31.79747671° N
(NAD 27) LONG: -103.94757728° W

TBM2
ELEV: 2884.49'
(NAD 83) LAT: 31.79759790° N
(NAD 83) LONG: -103.94548183° W
(NAD 83) NORTHING: 10635762.367
(NAD 83) EASTING: 1174527.408
(NAD 27) LAT: 31.79747179° N
(NAD 27) LONG: -103.9450813° W

*PROPOSED ACCESS
EASEMENT A*
(SEE PAGE 3)

LEGEND

- CL OF PROPOSED PIPELINE ROUTE
- SECTION LINE
- EXISTING PIPELINE ROUTE
- OVERHEAD ELECTRIC
- FENCE
- EDGE OF PROPOSED ACCESS EASEMENT
- PROPERTY LINE
- PROPOSED CLEARING LIMITS
- PROPOSED WELL, FACILITY & PRODUCTION PAD
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- POINT OF TERMINATION
- LINEAR FEET
- POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- FOUND MONUMENT (AS NOTED)

P.O.C.
P.O.B.
P.O.T.
LF



CONTACT INFORMATION:
Brad G. Russell
Crafton Tull
(501)971-1515
1000 Ledgeview Dr.
Conway, AR 72034

10/20/2016

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

WELL PAD CLEARING LIMITS SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
1	2973.15'	31.79605265° N	-103.94584770° W	10635204.218	1174395.547
2	2973.00'	31.79605752° N	-103.94793565° W	10635227.058	1173747.235
3	2978.91'	31.79759233° N	-103.94793350° W	10635786.134	1173766.074
4	2982.82'	31.79793349° N	-103.94585750° W	10635784.548	1174410.701

PRODUCTION PAD CLEARING LIMITS SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
5	2978.70'	31.79684938° N	-103.94390872° W	10635401.810	1175005.323
6	2977.99'	31.79684508° N	-103.94515566° W	10635412.833	1174617.441
7	2984.22'	31.79759278° N	-103.94515946° W	10635726.712	1174626.460
8	2988.51'	31.79751288° N	-103.94391062° W	10635715.800	1175014.304

PROPOSED WELLS SITE COORDINATES

WELL NAME	ELEVATION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
RIO STATE RANDOLPH 57-T2-34 2H	2975.78'	31.79678808° N	-103.94724191° W	10635478.410	1173971.058	31.79664198° N	-103.94678816° W	792901.237	877509.556
RIO STATE RANDOLPH 57-T2-34 3H	2975.96'	31.79678822° N	-103.94716940° W	10635477.746	1173993.575	31.79664216° N	-103.94669655° W	792900.573	877532.074
RIO STATE RANDOLPH 57-T2-34 4H	2976.14'	31.79678823° N	-103.94709864° W	10635477.001	1174016.107	31.79664213° N	-103.94662309° W	792899.827	877554.006

EXISTING LEASE ROAD

EXISTING WELL PAD

*PROPOSED ACCESS
EASEMENT B*
(SEE PAGE 3)

EXISTING 2" PIPELINE

640 ACRES
HOPE OIL AND GAS
CORPORATION, ET AL
VOL. 628, PG. 313

P.O.B. OF
WELL PAD CLEARING LIMITS BEING
N 88°25'02" W - 1,008.69' FROM THE
P.O.C.

P.O.B. OF
PRODUCTION PAD
CLEARING LIMITS BEING
N 60°31'28" W - 457.78' FROM THE
P.O.C.

P.O.C.
A 1" IRON ROD, BEING THE SOUTHEAST CORNER OF A
CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2

TOTAL PROPOSED WELL PAD CLEARING LIMIT
ACREAGE = 8.32 ACRES

TOTAL PROPOSED PRODUCTION PAD
CLEARING LIMIT ACREAGE = 2.80 ACRES

PROPOSED WELL PAD LOCATION ACREAGE
(PAD, FACILITY, COMPLETION PIT & RESERVE PIT)
= 5.55 ACRES

PROPOSED PRODUCTION PAD LOCATION
ACREAGE = 1.69 ACRES

TOTAL ACCESS EASEMENT ACREAGE OUTSIDE
OF BOTH CLEARING LIMITS = 0.30 ACRES

REV.	DATE	REVISION MADE
1	10/20/16	RENAME WELL HEADS / FINALIZED
2	10/20/16	RESEAL
3	10/20/16	ORIGINAL PLAT
4	10/20/16	BHP BILLITON PET (TXLA OP) CO
PLAT OF BHP BILLITON PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY BIO STATE RANDOLPH 57-T2-34 PAD B BIO STATE RANDOLPH 57-T2-34 2H (NAD 83) 10635204.218 1174395.547 BIO STATE RANDOLPH 57-T2-34 3H (NAD 83) 10635227.058 1173747.235 BIO STATE RANDOLPH 57-T2-34 4H (NAD 83) 10635786.134 1173766.074 SECTION 34, BLOCK 57-T2 LOCATED IN THE L.B. HAYES SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: 100'	CHECKED BY: FRANK	APPROVED BY: MM
DATE: 10/20/2016	DRAWN BY: CDB	REVISION NO.: 2 OF 5



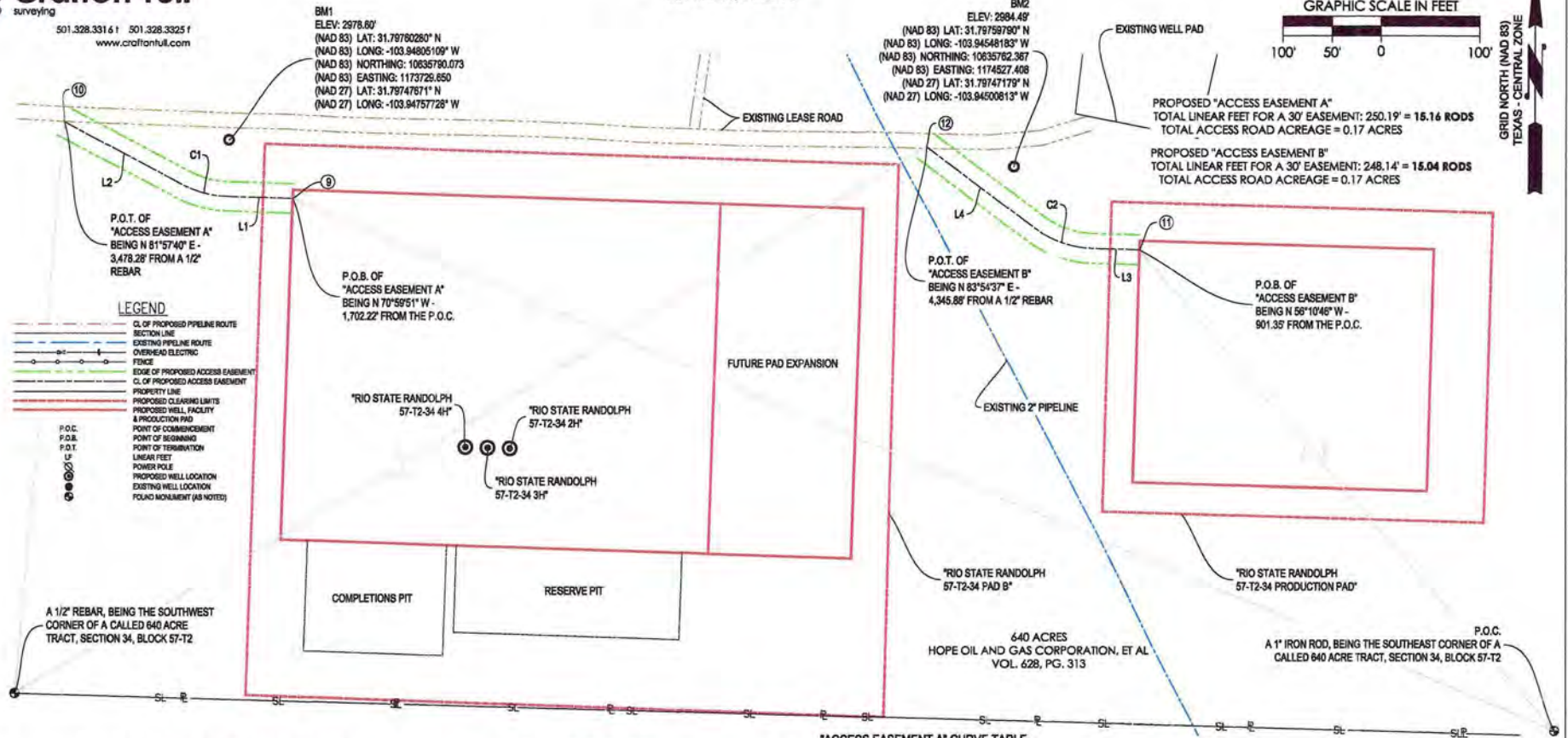
1000 Ledgeview Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2

L.B. HAYES, A - 2208



ACCESS EASEMENT A SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
9	2977.93'	31.79744523° N	-103.94783658° W	10635730.615	1173794.397
10	2977.48'	31.79763721° N	-103.94859265° W	10635808.050	1173561.899

ACCESS EASEMENT B SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
11	2983.23'	31.79737762° N	-103.94506249° W	10635678.043	1174655.025
12	2984.07'	31.79764561° N	-103.94578788° W	10635782.669	1174436.149

ACCESS EASEMENT A

NUMBER	BEARING	DISTANCE
L1	N 88°12'45" W	67.73'
L2	N 62°14'40" W	137.14'

ACCESS EASEMENT B

NUMBER	BEARING	DISTANCE
L3	N 88°22'39" W	48.36'
L4	N 52°57'21" W	137.96'

ACCESS EASEMENT A CURVE TABLE

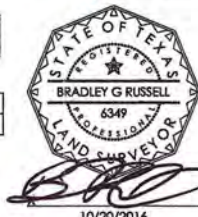
REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	45.32'	N 75°13'43" W	44.94'

ACCESS EASEMENT B CURVE TABLE

REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	100.00'	81.82'	N 70°40'00" W	80.84'

CONTACT INFORMATION:

Brad G. Russell
Crafton Tull
(501)937-1151
1000 Ledgeview Dr.
Conway, AR 72034



THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

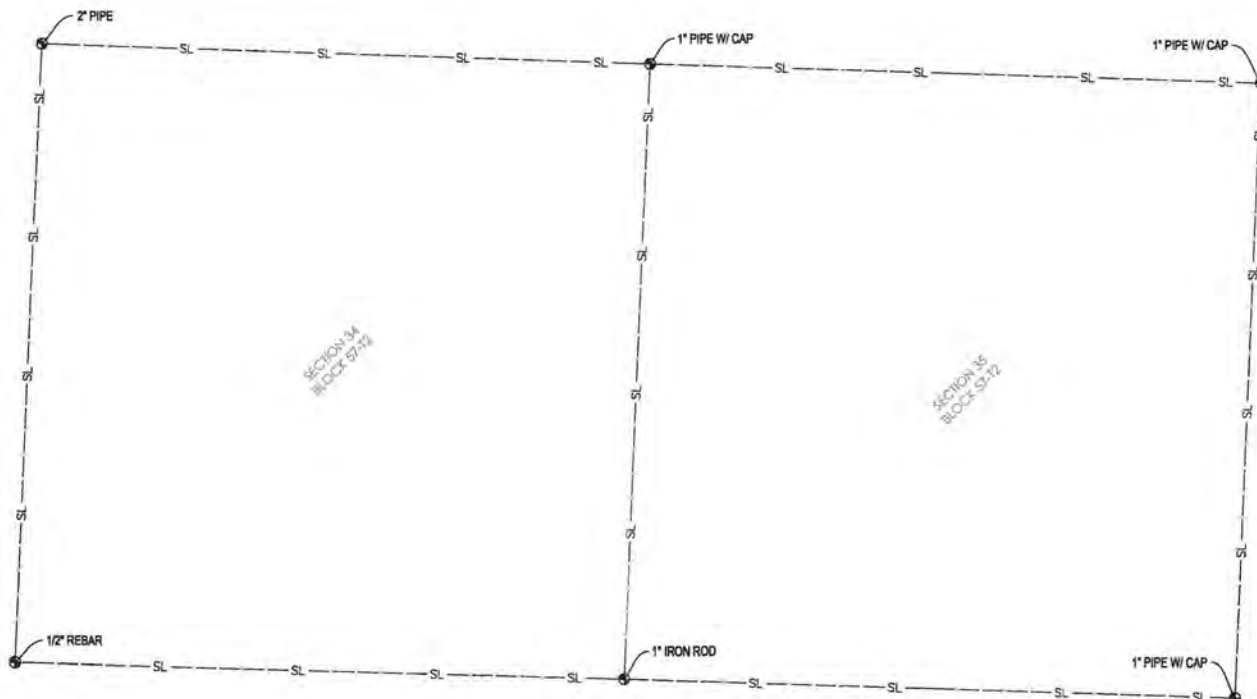
REV.	DATE	REVISION MADE
3	10/20/2016	RENAMED WELL HEADS / FINALIZED
2	10/10/2016	REVISIONS
1	09/29/2016	ORIGINAL PLAT
ALL INFORMATION: BHP BILLITON PET (TXLA OP) CO		
PLAT OF BHP BILLITON PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY RIO STATE RANDOLPH 57-T2-34 PAD B RIO STATE RANDOLPH 57-T2-34 3H (NAD 83) (86441) RIO STATE RANDOLPH 57-T2-34 4H (NAD 83) (86442) SECTION 34, BLOCK 57-T2 LOCATED IN L.B. HAYES SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: 1" = 100'	CHECKED BY: FRANK	APPROVED BY: MN
DATE: 10/20/2016	DRAWN BY:	CORRECTION NO.: 3 OF 5

L.B. HAYES, A - 2208

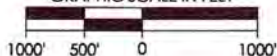


10/20/2016

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.



GRAPHIC SCALE IN FEET



SECTION CORNERS

LOCATION	DESCRIPTION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
SE CORNER 57-72-34	1" PIPE WITH CAP	31.81064803° N	-103.94244162° W	10640476.623	1175625.496	31.81052193° N	-103.94196767° W	797899.291	8779194.038
SW CORNER 57-72-34	1" IRON ROD	31.79606505° N	-103.94260117° W	10635178.357	1175403.852	31.79593091° N	-103.94212762° W	792596.154	878942.526
SW CORNER 57-72-34	1/2" REBAR	31.7959931° N	-103.95962087° W	10635321.773	1170171.870	31.79586710° N	-103.95916665° W	792744.629	873656.430
NW CORNER 57-72-34	2" PIPE	31.80688719° N	-103.95944790° W	10640655.946	1170345.528	31.81054284° N	-103.95897327° W	798078.638	873884.238
NE CORNER 57-72-35	1" PIPE WITH CAP	31.81085229° N	-103.92541724° W	10640307.325	1180911.331	31.81052806° N	-103.92494396° W	797729.686	884449.779
SE CORNER 57-72-35	1" PIPE WITH CAP	31.79607443° N	-103.95529024° W	10635008.357	1180886.386	31.79594914° N	-103.92511736° W	792341.156	884224.764

LEGEND

- | | |
|--|----------------------------------|
| | CL OF PROPOSED PIPELINE ROUTE |
| | SECTION LINE |
| | EXISTING PIPELINE ROUTE |
| | OVERHEAD ELECTRIC FENCE |
| | EDGE OF PROPOSED ACCESS EASEMENT |
| | CL OF PROPOSED ACCESS EASEMENT |
| | PROPERTY LINE |
| | PROPOSED CLEARING LIMITS |
| | PROPOSED WELL FACILITY |
| | A PRODUCTION PAD |
| | POINT OF COMMENCEMENT |
| | POINT OF BEGINNING |
| | POINT OF TERMINATION |
| | LINEAR FEET |
| | POWER POLE |
| | PROPOSED WELL LOCATION |
| | EXISTING WELL LOCATION |
| | EXISTING MONUMENT (AS NOTED) |

REV	DATE	REVISION MADE
3	10/20/16	RENAMED WELL HEADS / FINALISED
2	10/10/16	RESTATE
1	09/29/16	ORIGINAL PLAN

add revision: BHP BILLITON PET (TXLA OP) CO

PLAN OF BHP BILLITON PET (TXLA OP) CO
 PROPOSED CLEANING LINES & ACCESS ROAD SURVEY
 BFO STATE BANDWIDTH 07-23-34.2H (BWH0332)
 BFO STATE BANDWIDTH 07-23-34.2H (BWH0332)
 BFO STATE BANDWIDTH 07-23-34.2H (BWH0332)
 BFO STATE BANDWIDTH 07-23-34.2H (BWH0332)
 SECTION 34, BLOCK 67
 LOCATED IN NEALS HAYES SURVEY, ABSTRACT 2268
 NEVADA COUNTY, TEXAS

SCALE: 1" = 1000' CHECKED BY: FRANKLIN PROVIDED BY: B
 DATE: 10/20/2016 DRAWN BY: COG-SET NO. 4 OF 5

91.22.21 91.23.21

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12

L.B. HAYES, A - 2208

"RIO STATE RANDOLPH 57-12-34 PAD B CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 8.32 ACRE CLEARING LIMITS IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO HOPE OIL AND GAS CORPORATION, ET AL AS RECORDED IN VOLUME 628, PAGE 313, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYES, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON ROD, MARKING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE N 88°25'02" W, A DISTANCE OF 1,008.69 FEET TO THE POINT OF BEGINNING OF A 8.32 ACRE CLEARING LIMITS;

THENCE N 87°58'56" W, A DISTANCE OF 648.71 FEET TO A POINT;
THENCE N 01°55'48" E, A DISTANCE OF 559.39 FEET TO A POINT;
THENCE S 88°04'56" E, A DISTANCE OF 644.99 FEET TO A POINT;
THENCE S 01°32'57" W, A DISTANCE OF 560.53 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 362,208.56 SQUARE FEET OR 8.32 ACRES, MORE OR LESS.

"RIO STATE RANDOLPH 57-12-34 PRODUCTION PAD CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 2.80 ACRE CLEARING LIMITS IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO HOPE OIL AND GAS CORPORATION, ET AL AS RECORDED IN VOLUME 628, PAGE 313, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYES, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON ROD, MARKING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE N 60°31'28" W, A DISTANCE OF 457.78 FEET TO THE POINT OF BEGINNING OF A 2.80 ACRE CLEARING LIMITS;

THENCE N 88°22'20" W, A DISTANCE OF 388.04 FEET TO A POINT;
THENCE N 01°38'41" E, A DISTANCE OF 314.21 FEET TO A POINT;
THENCE S 88°21'32" E, A DISTANCE OF 388.00 FEET TO A POINT;
THENCE S 01°38'18" W, A DISTANCE OF 314.12 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 121,901.98 SQUARE FEET OR 2.80 ACRES, MORE OR LESS.

"ACCESS EASEMENT A"

A CENTERLINE DESCRIPTION OF A 30 FOOT WIDE, 0.17 ACRE ACCESS EASEMENT IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO HOPE OIL AND GAS CORPORATION, ET AL AS RECORDED IN VOLUME 628, PAGE 313, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYES, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON ROD, MARKING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE N 70°59'51" W, A DISTANCE OF 1,702.22 FEET TO THE POINT OF BEGINNING OF AN ACCESS EASEMENT CENTERLINE;

THENCE N 88°12'45" W A DISTANCE OF 67.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 45.32 AND A CHORD BEARING AND DISTANCE OF N 75°13'43" W, 44.94 FEET TO A POINT; THENCE N 62°14'40" W A DISTANCE OF 137.14 FEET TO THE POINT OF TERMINATION; ALSO BEING N 81°57'40" E, A DISTANCE OF 3,478.28 FEET FROM A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 250.19 FEET OR 15.16 RODS AND CONTAINS 0.17 ACRES OF EASEMENT, MORE OR LESS.

"ACCESS EASEMENT B"

A CENTERLINE DESCRIPTION OF A 30 FOOT WIDE, 0.17 ACRE ACCESS EASEMENT IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO HOPE OIL AND GAS CORPORATION, ET AL AS RECORDED IN VOLUME 628, PAGE 313, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYES, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH IRON ROD, MARKING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE N 56°10'46" W, A DISTANCE OF 901.35 FEET TO THE POINT OF BEGINNING OF AN ACCESS EASEMENT CENTERLINE;

THENCE N 88°22'39" W, A DISTANCE OF 48.36 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 61.82 FEET AND A CHORD BEARING AND DISTANCE OF N 70°40'00" W, 60.84 FEET TO A POINT; THENCE N 52°57'21" W A DISTANCE OF 137.96 FEET TO THE POINT OF TERMINATION; ALSO BEING N 83°54'37" E, A DISTANCE OF 4,345.88 FEET FROM A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 248.14 FEET OR 15.04 RODS AND CONTAINS 0.17 ACRES OF EASEMENT, MORE OR LESS.



10/20/2016

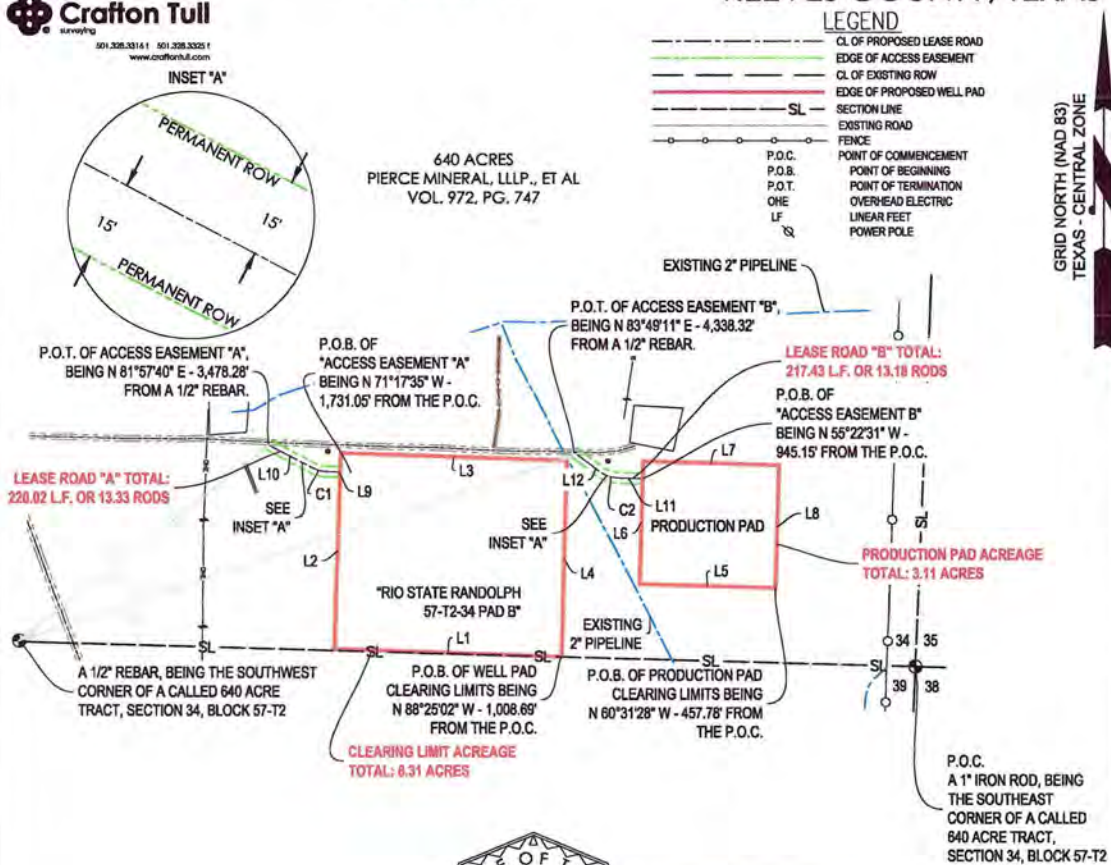
THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

CONTACT INFORMATION

Brad G. Russell
Cameron Tull
(1019)115
1000 Laidgarden Dr
Conway, AR 72034

REV.	DATE	REVISION MADE
3	10/20/16	RENAME WELL HEADS / FINALIZED
2	10/10/16	RESTATE
1	06/29/16	ORIGINAL PLAT
BHP BILLITON PET (TXLA OP) CO		
PLAT OF BHP BILLITON PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY RIO STATE RANDOLPH 57-12-34 PAD B RIO STATE RANDOLPH 57-12-34 2H (BWHN 831032) RIO STATE RANDOLPH 57-12-34 3H (BWHN 834411) RIO STATE RANDOLPH 57-12-34 4H (BWHN 83442) SECTION 34, BLOCK 57-12 LOCATED IN THE L.B. HAYES SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: N/A	CHECKED BY: MM	REMARKS: APPROVED BY: MM
DATE: 10/20/2016	DRAWN BY:	CORRECTION NO.: 3 OF 3

97.02.21 97.02.21



CONTACT INFORMATION:

Brad G. Russell
Crafton Tull
(10193715)
1000 Ledgeview Dr.
Conway, AR 72034

"RIO STATE RANDOLPH 57-T2-34 PAD B"

NUMBER	BEARING	DISTANCE
L1	N 87°58'56" W	648.71'
L2	N 01°55'48" E	559.39'
L3	S 88°04'56" E	644.99'
L4	S 01°32'57" W	560.53'

"ACCESS EASEMENT A"

NUMBER	BEARING	DISTANCE
L9	N 88°12'45" W	37.56'
L10	N 62°14'40" W	137.14'

"ACCESS EASEMENT B"

NUMBER	BEARING	DISTANCE
L11	N 88°21'27" W	67.06'
L12	N 52°57'14" W	88.58'

"RIO STATE RANDOLPH 57-T2-34 PAD B PRODUCTION PAD"

NUMBER	BEARING	DISTANCE
L5	N 88°21'27" W	387.89'
L6	N 01°38'33" E	349.78'
L7	S 88°21'27" E	387.89'
L8	S 01°38'33" W	349.78'

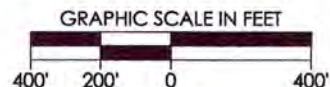
"ACCESS EASEMENT A" CURVE TABLE

REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	45.32'	N 75°13'43" W	44.94'

"ACCESS EASEMENT B" CURVE TABLE

REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	100.00'	61.79'	N 70°39'20" W	60.81'

- GENERAL NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
 - BASES OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
 - COMBINED SCALE FACTOR AT P.O.C.: 0.999995417
 - VERTICAL DATUM IS NAVD 83
 - ARC LENGTHS, DISTANCES AND COORDINATES ARE "GROP" BASED ON U.S. SURVEY FEET.
 - THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



REVISION	BHP BILLITON PET (TXLA OP) CO			
	"RIO STATE RANDOLPH 57-T2-34 PAD B" PIERCE MINERAL, L.L.P., ET AL SECTION 34, BLOCK 57-T2 REEVES COUNTY, TEXAS			
	SCALE: 1" = 400'	CHECKED BY: A.LILEY	APPROVED BY: MN	
	PLOT DATE: 10-28-2016	DRAWN BY: C.GRAY	SHEET NO.: 1 OF 1	

File No. MFD40133Reeves CountySurface Damage PmtDate Filed: 7.7.2021

George P. Bush, Commissioner

By VP

15.55.10

15.55.10

PETROHAWK ENERGY CORPORATION

18755

MFO40133
MFO48344



PETROHAWK ENERGY CORPORATION

18755

17711525

15,524.53

161



BHP Billiton Petroleum
3800 E. 42nd Street
Suite 105
Odessa, TX 79762
bhpbilliton.com

April 20, 2017

Texas General Land Office
ATTN: Joy McCauley
1700 N. Congress Ave
Austin, TX 78701

RE: **Surface Damage Payment**
Rio State Randolph 57-T2-34 2V-3V
Reeves County, Texas

Dear Ms. McCauley,

Enclosed herein, please find **Check No. 18755** in the amount of **\$15,524.53** made payable to the addressee above for surface damages resulting from drilling operations for the subject line wells.

The enclosed check covers damages for the pad site and access road, which are outlined below:

Well Pad		=	\$20,800.00
Well Pad Clearing Limits		=	\$3,635.46
Additional Wellbore (3V)	(\$5,600.00 per wellbore)	=	\$5,600.00
Access Road	(25.34 rods x \$40.00 per rod)	=	\$1,013.60
TOTAL DAMAGES		=	\$31,049.06
Total paid to Agents of the State		=	\$15,524.53
Total paid to the State of Texas		=	<u>\$15,524.53</u>

By cashing this check, you agree this payment is the full and final settlement for these damages. Should you have any questions regarding this matter, please do not hesitate to contact me at the telephone number or email address listed below.

Respectfully,

Matthew Garlington
Field Land Manager – Permian Production Unit
(432) 367-4308
matthew.garlington@bhpbilliton.com



1000 Ledgeland Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2

L. B. HAYS, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD C

RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) &

RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)

CLEARING LIMITS, WELL & PAD, & ACCESS EASEMENT COVER SHEET



GENERAL NOTES:

HAYD 88 = EPSG 5703
NAD83 TEXAS CENTRAL = EPSG 2277

P.O.C.
STATE PLANE COORDINATES (SPC-4203 TXC-NAD 83(2011) (EPOCH: 2010.00000):
NORTHING (N): 10640476.623 (FT. U.S.)
EASTING (E): 1175625.469 (FT. U.S.)
ELEVATION (Z): 2,997.29 (FT. U.S.)
CAP: 0.99839734
CONVERGENCE: -001.8581903278329"

BASE OF BEARINGS: GRID BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE.

VERTICAL DATUM: NAVD 88, U.S. SURVEY FEET (BASED ON GPS OBSERVATIONS)

HORIZONTAL DATUM: GRID, U.S. SURVEY FEET

LATITUDE AND LONGITUDE ARE NAD 83 (2011)

AREA, DISTANCES AND COORDINATES ARE GRID.

ALL UNITS ARE UNITED STATES SURVEY FOOT, UNLESS NOTED OTHERWISE

ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED. THIS IS NOT IN ANY WAY A "BOUNDARY SURVEY".

ELEVATIONS SHOWN IN LINE TABLES REPRESENT THE ELEVATION AT THE END OF THAT LINE SEGMENT IN THE DIRECTION FROM PREVIOUS POINT.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

Rio State Randolph 57-T2-34 Pad C
Location LAT/LONG (NAD83): 31.80239495, -103.94475908
LINE LAT/LONG (NAD83): 31.80181524, -103.94541966

From the Intersection of I-20 Business and Hwy 285 in Pecos, go North on Hwy 285 for 48.06 miles to the Intersection of Hwy 285 and FM 632 in Orle (LAT: 31.825343, LONG: -103.909953). Turn left (Southwest) on FM 632, and go 6.35 miles to Intersection of CR 437 on the left (LAT: 31.823408, LONG: -103.914917). Turn left (Southwest) on CR 437 and go 2.45 miles to an Intersection of a lease road on the left (LAT: 31.808733, LONG: -103.951109). Turn left (South) and go 0.45 miles to a "Y" (LAT: 31.80257513, LONG: -103.9538873). Turn left (Southeast) and go 0.10 miles to an existing lease road on the left (LAT: 31.80125209, LONG: -103.95275068). Turn left (East) and go 0.36 miles to a proposed access easement on the left (LAT: 31.80181524, LONG: -103.94541966). Turn left onto proposed access easement and go 488 feet to location (LAT: 31.80239495, LONG: -103.94475908).

P.O.C.
A 1" PIPE W/ CAP, BEING THE NORTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2.

P.O.C.
(NAD 83) LAT: 31.81064803" N
(NAD 83) LONG: -103.94244162" W
(NAD 83) NORTHING: 10640476.623
(NAD 83) EASTING: 1175625.469
(NAD 27) LAT: 31.81052193" N
(NAD 27) LONG: -103.94196787" W
(NAD 27) NORTHING: 797899.291
(NAD 27) EASTING: 879164.038

P.O.B. OF
CLEARING LIMITS BEING
S 11°08'18" W - 2,788.30'
FROM THE P.O.C.

P.O.B. OF
ACCESS EASEMENT BEING
S 17°50'19" W - 3,343.75'
FROM THE P.O.C.

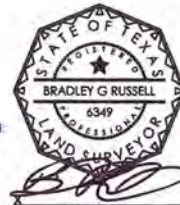
640 ACRES
PIERCE MINERAL, LLP, ET AL
VOL. 972, PG. 747

1" IRON ROD
(NAD 83) LAT: 31.79808605" N
(NAD 83) LONG: -103.94260117" W
(NAD 83) NORTHING: 10636176.357
(NAD 83) EASTING: 1175403.850
(NAD 27) LAT: 31.795693991" N
(NAD 27) LONG: -103.94212782" W
(NAD 27) NORTHING: 792599.184
(NAD 27) EASTING: 878942.320

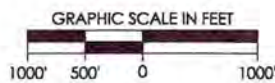
A 1" IRON ROD, BEING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2, BEING S 32°42'03" E - 2,232.44' FROM THE P.O.T. OF A PROPOSED ACCESS EASEMENT.



CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10183715)
1000 Ledgeland Dr.
Conway, AR 72034



THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.



REV.	DATE	REVISION MADE
1	11/29/16	FINAL PLAN
2	11/29/16	ORIGINAL PLAN
3	11/29/16	BHP BILLITON PET (TXLA OP) CO
PLAN OF 866 BILLION PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY RIO STATE RANDOLPH 57-T2-34 PAD C RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX) SECTION 34, BLOCK 57-T2 LOCATED IN R.E.L. & HAYS SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: 1" = 1000'	CHECKED BY: AN/APPROVED BY: ALM	DATE: 11/29/2016
DRAWN BY: CDB	DESIGN NO.: 1	OF 8



1000 Ledgeview Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2

L. B. HAYS, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD C

RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) &

RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)

P.O.C.
A 1" PIPE W/ CAP, BEING THE NORTHEAST
CORNER OF A CALLED 640 ACRE TRACT,
SECTION 34, BLOCK 57-T2.

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

640 ACRES
PIERCE MINERAL, LLP, ET AL
VOL. 972, PG. 747

"CLEARING LIMITS" SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
1	2990.93'	31.80305644° N	-103.94389395° W	10637731.024	1175084.928
2	3020.03'	31.80158188° N	-103.94389567° W	10637187.833	1175086.746
3	3007.65'	31.80158332° N	-103.94564519° W	10637205.802	1174523.527
4	2985.98'	31.80305732° N	-103.94564333° W	10637748.985	1174541.741

TBM
(NAD 83) LAT: 31.80188403° N
(NAD 83) LONG: -103.94569687° W
(NAD 83) NORTHING: 10637322.929
(NAD 83) EASTING: 1174511.258
(NAD 27) LAT: 31.80175793° N
(NAD 27) LONG: -103.94522304° W
ELEV: 2995.95'

PROPOSED
ACCESS EASEMENT
(SEE PAGE 3)

TOTAL PROPOSED CLEARING LIMIT ACREAGE = 6.78 ACRES

PROPOSED WELL PAD LOCATION ACREAGE (PAD & RESERVE PIT) = 3.30 ACRES

TOTAL ACCESS EASEMENT ACREAGE OUTSIDE OF CLEARING LIMITS = 0.29 ACRES

TBM
(NAD 83) LAT: 31.80111272° N
(NAD 83) LONG: -103.94527388° W
(NAD 83) NORTHING: 10637038.221
(NAD 83) EASTING: 1174633.483
(NAD 27) LAT: 31.80088661° N
(NAD 27) LONG: -103.94480008° W
ELEV: 3030.56'

A 1" IRON ROD, BEING THE SOUTHEAST CORNER OF A
CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2
BEING S 09°30'53" E - 2,039.33' FROM THE SOUTHEAST
CORNER OF THE PROPOSED CLEARING LIMITS

"PROPOSED WELLS" SITE COORDINATES

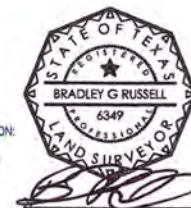
WELL NAME	ELEVATION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
RIO STATE RANDOLPH 57-T2-34 2V	3013.34'	31.80236495° N	-103.94475908° W	10637499.236	1174808.484	31.80228884° N	-103.94428527° W	794921.967	878347.009
RIO STATE RANDOLPH 57-T2-34 3V	3015.89'	31.80236489° N	-103.94468642° W	10637498.408	1174831.044	31.80228858° N	-103.94421281° W	794921.169	878369.569

GRAPHIC SCALE IN FEET

100' 50' 0' 100'

- LEGEND
- CL OF PROPOSED PIPELINE ROUTE
 - SECTION LINE
 - EXISTING PIPELINE ROUTE
 - OVERHEAD ELECTRIC
 - EDGE OF PROPOSED ACCESS EASEMENT
 - CL OF PROPOSED ACCESS EASEMENT
 - PROPERTY LINE
 - PROPOSED CLEARING LIMITS
 - PROPOSED WELL & FACILITY PAD
 - P.O.C.
 - P.O.B.
 - P.O.T.
 - LF
 - POWER POLE
 - PROPOSED WELL LOCATION
 - EXISTING WELL LOCATION
 - FOUND MONUMENT (AS NOTED)
 - CALCULATED CORNER

CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10193715)
1000 Ledgeview Dr.
Conway, AR 72034



THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

REV.	DATE	REVISION MADE
1	11/29/16	FINAL PLAT
2	11/29/16	ORIGINAL PLAT
3	11/29/16	REVISION
4	11/29/16	REVISION
5	11/29/16	REVISION
6	11/29/16	REVISION
7	11/29/16	REVISION
8	11/29/16	REVISION
9	11/29/16	REVISION
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97	11/29/16	REVISION
98	11/29/16	REVISION
99	11/29/16	REVISION
100	11/29/16	REVISION



1000 Ledgeland Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 f
www.craftontull.com

"ACCESS EASEMENT" SITE COORDINATES (NAD 83)

REF. #	ELEVATION	LATITUDE	LONGITUDE	NORTHING	EASTING
5	3003.92'	31.80181524° N	-103.94541988° W	10637295.121	1174596.523
6	2990.79'	31.80111982° N	-103.94687738° W	10637054.961	1174197.772

"ACCESS EASEMENT" CURVE TABLE

REF. #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	100.00'	76.29'	S 70°08'58" W	74.45'

"ACCESS EASEMENT"

NUMBER	BEARING	DISTANCE
L1	N 88°01'40" W	84.72'
L2	S 48°15'38" W	327.08'

PROPOSED ACCESS EASEMENT
TOTAL LINEAR FEET FOR A 30' EASEMENT SECTION: 488.09' = 29.58 RODS
TOTAL LEASE ROAD ACREAGE = 0.34 ACRES

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2

L. B. HAYS, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD C

RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) &
RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)

P.O.C.
A 1" PIPE W/ CAP, BEING THE NORTHEAST
CORNER OF A CALLED 640 ACRE TRACT,
SECTION 34, BLOCK 57-T2.

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

TBM
(NAD 83) LAT: 31.80188403° N
(NAD 83) LONG: -103.94569687° W
(NAD 83) NORTHING: 10637322.929
(NAD 83) EASTING: 1174511.258
(NAD 27) LAT: 31.80175793° N
(NAD 27) LONG: -103.94522304° W
ELEV: 2998.95'

"RIO STATE RANDOLPH
57-T2-34 2V"

"RIO STATE RANDOLPH
57-T2-34 3V"

LEGEND

SL	CL OF PROPOSED PIPELINE ROUTE
---	SECTION LINE
---	EXISTING PIPELINE ROUTE
---	OVERHEAD ELECTRIC
---	FENCE
---	EDGE OF PROPOSED ACCESS EASEMENT
---	CL OF PROPOSED ACCESS EASEMENT
---	PROPERTY LINE
---	PROPOSED CLEARING LIMITS
---	PROPOSED WELL & FACILITY PAD
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
⊙	POWER POLE
⊙	PROPOSED WELL LOCATION
⊙	EXISTING WELL LOCATION
⊙	FOUND MONUMENT (AS NOTED)
△	CALCULATED CORNER

640 ACRES
PIERCE MINERAL, LLLP, ET AL
VOL. 972, PG. 747

P.O.T. OF AN ACCESS EASEMENT, BEING
N 32°42'03" W - 2.232.44' FROM AN 1" IRON
ROD, BEING THE SOUTHEAST CORNER
OF A CALLED 640 ACRE TRACT, SECTION
34, BLOCK 57-T2.

TBM
(NAD 83) LAT: 31.80111272° N
(NAD 83) LONG: -103.94527388° W
(NAD 83) NORTHING: 10637038.221
(NAD 83) EASTING: 1174833.493
(NAD 27) LAT: 31.80096661° N
(NAD 27) LONG: -103.94480008° W
ELEV: 3030.56'

A 1" IRON ROD, BEING THE SOUTHEAST CORNER OF A
CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2.

CONTACT INFORMATION
Bradley G. Russell
Crafton Tull (10195715)
1000 Ledgeland Dr.
Conway, AR 72034



11/29/2016

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

GRAPHIC SCALE IN FEET



REV.	DATE	REVISION MADE
1	11/29/16	FINAL PLAT
2	11/29/16	ORIGINAL PLAT
BHP BILLITON PET (TXLA OP) CO		
PLAY OF BHP BILLITON PET (TXLA OP) CO		
PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY		
RIO STATE RANDOLPH 57-T2-34 PAD C		
RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495)		
RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)		
SECTION 34, BLOCK 57-T2		
LOCATED IN THE L. B. HAYS SURVEY, ABSTRACT 2208		
REEVES COUNTY, TEXAS		
SCALE: 1" = 100'	CHECKED BY: MM	APPROVED BY: ALBERT
DATE: 11/29/2016	DRAWN BY:	CDD-BET NO.: 3 OF 8

REEVES COUNTY, TEXAS

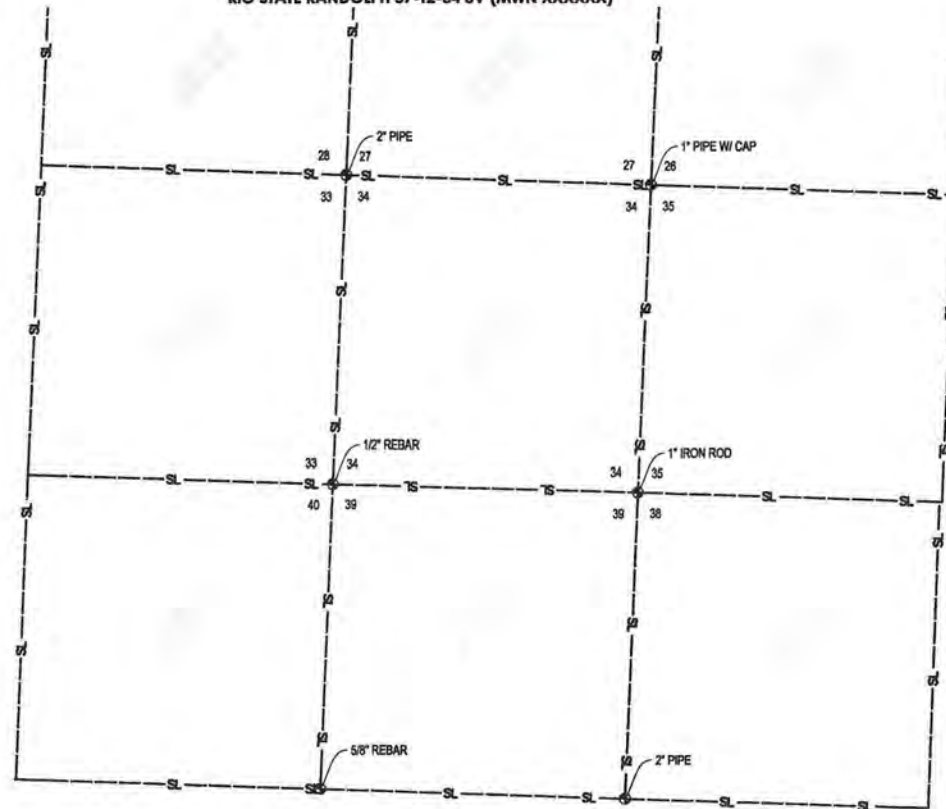
SECTION 34, BLOCK 57-T2

L. B. HAYS, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD C

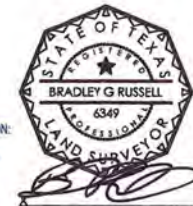
RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) &

RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)



LEGEND

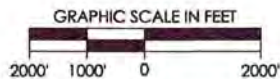
- CL OF PROPOSED PIPELINE ROUTE
- SECTION LINE
- EXISTING PIPELINE ROUTE
- OVERHEAD ELECTRIC
- FENCE
- EDGE OF PROPOSED ACCESS EASEMENT
- CL OF PROPOSED ACCESS EASEMENT
- PROPERTY LINE
- PROPOSED CLEARING LIMITS
- PROPOSED WELL & FACILITY PAD
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- POINT OF TERMINATION
- LINEAR FEET
- POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- FOUND MONUMENT (AS NOTED)
- CALCULATED CORNER



CONTACT INFORMATION:
Bradley G. Russell
Chilton Tull (10193715)
1000 Ledgewood Dr.
Conway, AR 72034

11/29/2016

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.



SECTION CORNERS

LOCATION	DESCRIPTION	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)	LATITUDE (NAD 27)	LONGITUDE (NAD 27)	NORTHING (NAD 27)	EASTING (NAD 27)
NE CORNER 57-T2-34	1" PIPE W/ CAP	31.81064803° N	-103.94244162° W	10840476.623	1175625.469	31.81052193° N	-103.94198767° W	797899.291	879184.036
SE CORNER 57-T2-34	1" IRON ROD	31.79806605° N	-103.94260117° W	10835176.357	1175403.850	31.79593991° N	-103.94212762° W	792599.184	878842.320
SW CORNER 57-T2-34	1/2" REBAR	31.79599310° N	-103.95962087° W	10835321.773	1170117.870	31.79586710° N	-103.95914866° W	792744.629	873656.430
NW CORNER 57-T2-34	2" PIPE	31.81066879° N	-103.95944790° W	10840655.946	1170345.578	31.81054284° N	-103.95897327° W	798078.638	873884.238
SE CORNER 57-T2-39	2" PIPE	31.78146878° N	-103.94274819° W	10828870.435	1175185.926	31.78134259° N	-103.94227505° W	787293.422	878724.297
SW CORNER 57-T2-39	5/8" REBAR	31.78148024° N	-103.95975157° W	10830048.410	1169905.204	31.78135420° N	-103.95927776° W	787469.428	873443.865

REV.	DATE	REVISION MADE
1	11/21/16	ORIGINAL PLAN
2	11/29/16	FINAL PLAN
BHP BILLITON PET (TXLA OP) CO PLAN OF BHP BILLITON PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROW SURVEY RIO STATE RANDOLPH 57-T2-34 PAD C RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX) SECTION 34, BLOCK 57-T2 LOCATED IN T&L & N&T SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE:	1" = 200'	DRAWN BY: MHA/PROVED BY: ALLEY
DATE:	11/29/2016	DRAWN BY: COB/REVISED BY: 4 OF 5

L. B. HAYS, A - 2208

RIO STATE RANDOLPH 57-T2-34 PAD C
RIO STATE RANDOLPH 57-T2-34 2V (MWN 836495) &
RIO STATE RANDOLPH 57-T2-34 3V (MWN XXXXXX)

"RIO STATE RANDOLPH 57-T2-34 PAD C CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 6.78 ACRE CLEARING LIMITS IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLP, ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L. B. HAYS, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE, BEING THE NORTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS; THENCE S 11°08'16" W, A DISTANCE OF 2,798.30 FEET TO THE POINT OF BEGINNING OF A 6.78 ACRE CLEARING LIMITS;

THENCE S 01°54'58" W, A DISTANCE OF 543.70 FEET TO A POINT;
THENCE N 88°05'04" E, A DISTANCE OF 543.52 FEET TO A POINT;
THENCE N 01°55'14" E, A DISTANCE OF 543.49 FEET TO A POINT;
THENCE S 88°06'22" E, A DISTANCE OF 543.48 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 295.443 SQUARE
FEET OR 6.78 ACRES, MORE OR LESS.

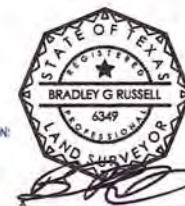
"ACCESS EASEMENT"

A CENTERLINE DESCRIPTION OF A 0.34 ACRE ACCESS EASEMENT IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLP, ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, L. B. HAYS, ORIGINAL GRANTEE, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE, BEING THE NORTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 17°55'19" W, A DISTANCE OF 3,343.75 FEET TO THE POINT OF BEGINNING OF AN ACCESS EASEMENT, BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 88°01'40" W, A DISTANCE OF 84.72 FEET TO A POINT BEING THE BEGINNING POINT OF A CURVE TO THE LEFT; THENCE WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 76.29 FEET, A CHORD BEARING OF S 70°06'59" W, AND A CHORD DISTANCE OF 74.45 FEET TO A POINT; THENCE S 48°15'38" W, A DISTANCE OF 327.08 FEET TO THE POINT OF TERMINATION; ALSO BEING N 32°42'03" W, A DISTANCE OF 2,232.44 FEET FROM A 1" IRON ROD, BEING THE SOUTHEAST CORNER OF A CALLED 640 ACRE TRACT, SECTION 34, BLOCK 57-2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 488.09 FEET OR 29.58 RODS AND CONTAINS 0.34 ACRES OF EASEMENT, MORE OR LESS.



CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10193715)
1000 Ledgecreek Dr.
Conway, AR 72034

11/29/2016

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

REV.	DATE	REVISION MADE
2	11/29/14	FINAL PLAT
1	11/21/14	ORIGINAL PLAT
 BHP BLUITION PET (TXLA OP) CO PLAT OF BHP BLUITION PET (TXLA OP) CO PROPOSED CLEARING LIMITS & ACCESS ROAD SURVEY BOY BEAR RANCH/SHOUP 49-23-34 PAD C BOY BEAR RANCH/SHOUP 37-23-34 PAD D (W/IN E&S&R) BOY BEAR RANCH/SHOUP 37-23-34 PAD D (W/IN 200000) SECTION 34, BLOCK 97-12 LOCATED IN THE E & L HAYS SURVEY, ABSTRACT 2208 REEVES COUNTY, TEXAS		
SCALE: N/A	CHECKED BY	APPROVED BY: A-1887
DATE: 11/29/2014	DRAWN BY: C. J. PUGH	

A 5x5 grid of dots forming the letters 'L', 'I', 'V', 'E'. The 'L' is formed by dots at (1,1), (2,1), (3,1), (4,1), (5,1), (1,2), (1,3), (1,4), (1,5), (2,2), (2,3), (2,4), (2,5), (3,2), (3,3), (3,4), (3,5), (4,2), (4,3), (4,4), (4,5), (5,2), (5,3), (5,4), (5,5). The 'I' is formed by dots at (1,2), (2,2), (3,2), (4,2), (5,2), (1,3), (2,3), (3,3), (4,3), (5,3), (1,4), (2,4), (3,4), (4,4), (5,4), (1,5), (2,5), (3,5), (4,5), (5,5). The 'V' is formed by dots at (1,3), (2,3), (3,3), (4,3), (5,3), (1,4), (2,4), (3,4), (4,4), (5,4), (1,5), (2,5), (3,5), (4,5), (5,5). The 'E' is formed by dots at (1,4), (2,4), (3,4), (4,4), (5,4), (1,5), (2,5), (3,5), (4,5), (5,5).

86.

File No. MF040133

Reeves County

Surface Damage Pmt

Date Filed: 7-7-2021

George P. Bush, Commissioner

By VP

457.71

bpx energy

BPX Midstream, LLC
Attn: BP GBS Americas - P2P Treasury
Payments
150 West Warrenville Road, Building 605, 3rd
Floor
Naperville, IL 60563

20707389

PAGE 1 OF 1

02/04/20

X07LH

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE
1700 N CONGRESS
AUSTIN, TX 78701-1495 US

VENDOR NUMBER: 0069000251

TRACE NUMBER: 2000000591

DOCUMENT NO.	INVOICE DATE	INVOICE NO.	GROSS AMOUNT	DISCOUNT NO.	NET AMOUNT
1900000310 SEC 34 BLK 57-T2 Sec 34 Blk 57-T2	01/30/20	2020.067	519.71		519.71
TOTALS			519.71		X 519.71

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE
DIRECTED TO OUR OFFICE, PLEASE CALL.
(800) 284-2244

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069000251

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000178 ATTACHED BELOW

bpx energy

BPX Midstream, LLC
Attn: BP GBS Americas - P2P Treasury
Payments
150 West Warrenton Road, Building 605, 3rd
Floor
Naperville, IL 60563

20707389

PAGE 1 OF 1

02/04/20

X07LH

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE
1700 N CONGRESS
AUSTIN, TX 78701-1495 US

VENDOR NUMBER: 0069000251

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1900000310 SEC 34 BLK 57-T2 Sec 34 Blk 57-T2	01/30/20	2020.067	519.71		519.71
TOTALS			519.71		X 519.71

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE
DIRECTED TO OUR OFFICE, PLEASE CALL
(800) 284-2244

IN ORDER TO AFFECT TIMELY INVOICE PAYMENT PLEASE PLACE
YOUR VENDOR NUMBER ON ALL FUTURE INVOICE TO BP.
*** YOUR VENDOR NUMBER IS 0069000251

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 8005000178 ATTACHED BELOW

bpx energy

BPX Midstream, LLC
Attn: BP GBS Americas - P2P Treasury Payments
150 West Warrenton Road, Building 605, 3rd Floor
Naperville, IL 60563

62-20
311

CHECK NO. 8005000178

20707389

02/04/20

PAY TO THE
ORDER OF

COMMISSIONER OF THE TEXAS GENERAL
LAND OFFICE
1700 N CONGRESS
AUSTIN, TX 78701-1495 US

*****\$519.71

NOT VALID AFTER 6 MONTHS

Five hundred nineteen and 71/100 Dollars

TRACE NUMBER: 2000000591

CITIBANK N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

Laura H. Hersh
Authorized Signature

8005000178

WILLIAM A. CHALFANT, CPL
MATTHEW CHALFANT, RPL

Ofc: (432) 684-9819
Fax: (432) 682-2601
E-mail: bill@chalfantproperties.com
matthew@chalfantproperties.com

CHALFANT PROPERTIES, INC.

Oil & Gas Leasing and Properties

1502 NORTH BIG SPRING
P. O. BOX 3123
MIDLAND, TEXAS 79702-3123

March 18, 2020

Texas General Land Office
ATTN: Deborah Cantu
1700 N. Congress Avenue, Suite 840
Austin, TX 78701-1495

Re: Easement and Right-of-Way Consideration
Section 34, Block 57, T2, Reeves County, TX

Dear Mrs. Cantu,

Our client, BPX Energy (formally BHP Billiton Petroleum Properties (N.A.), LP), has asked me to contact you regarding the utilization of the lease rights granted in the granting clause of the Oil & Gas Leases listed in Exhibit "B" covering the subject tract that allows BPX to install electrical transmission lines that will be servicing the Rio State Randolph 57-T2-34.

Enclosed please find a check from BPX Energy, check no. 80050000178, in the amount of **\$519.71**, being one-half (1/2) of the total compensation for the Easement and Right of Way described in Exhibit "A" attached hereto. The other one-half (1/2) of the total compensation has been paid to the surface owners.

Thank you for your cooperation. Should you have any questions, please do not hesitate to call me directly at **432-684-9819** or me at **matthew@chalfantproperties.com**

Sincerely,



Matthew Chalfant, C.P.L.
President
Chalfant Properties, Inc.

Enclosure: One (1) Easement and Right-of-Way Consideration

EXHIBIT "B"

Attached to and made a part of the Cover Letter dated March 18, 2020 from
Chalfant Properties, Inc & BPX Energy to The Texas General Land Office

LESSOR: Anna Inez Hall Knapp, Individually and as Trustee of the Anna Inez Hall
Knapp Trust created under Trust Agreement dated February 12, 1969,
executed by Thomas O. Hall and wife Inez Green Hall
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 9/15/2013
RECORDING INFO: Vol. 1042, Pg. 70
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Baloney Feather, LTD
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 2/17/2014
RECORDING INFO: Vol. 1059, Pg. 326
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Gordon & Gordon Partnership
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 9/18/2013
RECORDING INFO: Vol. 1032, Pg. 206
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Louis Allen Howe
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 7/22/2015
RECORDING INFO: Vol. 1200, Pg. 596
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Patricia Boyle Young Management Trust, First National Bank & Trust
Company of Okmulgee, Trustee
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 9/25/2016
RECORDING INFO: Vol. 1333, Pg. 442
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX



LESSOR: Richard Donald Jones, Jr.
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 9/26/2016
RECORDING INFO: Vol. 1333, Pg. 455
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Terence David Hall
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 7/22/2015
RECORDING INFO: Vol. 1200, Pg. 589
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Thomas David Howe
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 7/22/2015
RECORDING INFO: Vol. 1200, Pg. 610
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX

LESSOR: Thomas Ola Hall, III
LESSEE: BHP Billiton Petroleum Properties (N.A.), LP
DATE: 7/22/2015
RECORDING INFO: Vol. 1200, Pg. 603
LANDS COVERED: W/2E/2 of Section 28, Block 57, T2, Reeves County, TX



EXHIBIT "A", PAGE 1 OF 2
CENTERLINE DESCRIPTION FOR A 15' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

"KEYSTONE POWERLINE"

A CENTERLINE DESCRIPTION OF A PROPOSED POWERLINE IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT RECORDED IN VOLUME 972, PAGE 747, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2208, L. B. HAYS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH PIPE AT THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 02°26'40" W A DISTANCE OF 38.32 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°04'15" E A DISTANCE OF 35.01 FEET TO A POINT;
THENCE S 01°55'45" W A DISTANCE OF 254.12 FEET TO A POINT;
THENCE S 88°04'15" E A DISTANCE OF 567.57 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 40°50'21" W A DISTANCE OF 6,829.76 FEET FROM A 1 INCH ROD AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 856.70 FEET OR 51.92 RODS AND CONTAINS 0.30 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034

1000 LedgeLawn Dr.
Conway, Arkansas 72034



501.328.3316 f 501.328.3325 f
www.craftontull.com



LEGEND

	CL. OF PROPOSED POWERLINE EASEMENT
	EXISTING PIPELINE ROUTE
	FENCE
	P.O.C.
	P.O.B.
	P.O.T.
	OHE
	LF
	POWER POLE
	TELEPHONE RISER
	FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

P.O.C.
A 2" PIPE AT THE NORTHWEST CORNER
OF SEC. 34, BLK. 57-T2 BEING
N 02°26'40" E - 38.32' FROM THE P.O.B.

640 ACRES
TEXAS PACIFIC LAND TRUST
VOL. 1, PG. 217

P.O.B. OF A 15'
WIDE EASEMENT

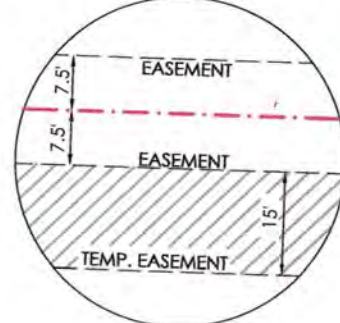
640 ACRES
TEXAS PACIFIC LAND TRUST
VOL. 1, PG. 217

30' GUY
WIRE

LEASE ROAD

640 ACRES
PIERCE MINERAL, LLLP, ET AL
VOL. 972, PG. 747
SEC. 34, BLK. 57-T2
TOTAL: (856.70 L.F. OR 51.92 RODS)

INSET "A"
(NOT TO SCALE)



RIO STATE
RANDOLPH
57-T2-34 PAD A

L3
(SEE INSET "A")

P.O.T. OF A 15'
WIDE EASEMENT

30' GUY
WIRE

A 1" ROD AT THE SOUTHEAST CORNER
OF SEC. 34, BLK. 57-T2 BEING
S 40°50'21" E - 6,829.76' FROM THE P.O.T.

"KEystone POWERLINE"

NUMBER	BEARING	DISTANCE
L1	S 88°04'15" E	35.01'
L2	S 01°55'45" W	254.12'
L3	S 88°04'15" E	567.57'

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS - TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



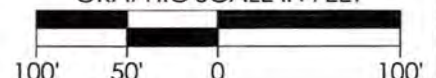
Shannon D. Ozment
12/5/2019

CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgeview Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

GRAPHIC SCALE IN FEET



REVISION

bpx energy

BPX Midstream LLC

"KEystone POWERLINE"
PIERCE MINERAL, LLLP, ET AL
FINAL PLAT
REEVES COUNTY, TEXAS
SEC. 34, BLK. 57-T2

SCALE: 1" = 100'

PLOT DATE: 12-05-2019

CHECKED BY:

DRAWN BY:

JH

KD

APPROVED BY:

SHEET NO.: 2 OF 2

JWB



EXHIBIT "B"

Attached to and made a part of the Cover Letter dated March 18, 2020 from
Chalfant Properties, Inc & BPX Energy to The Texas General Land Office

LESSOR: A.T. Randolph, J.B. Lamkin, Gertrude Zinck joined by her husband H.A. Zinck and Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, deceased, Individually and as agent for the State of Texas
LESSEE: William W. Cambell
DATE: 1/21/1953
RECORDING INFO: Vol. 151, Pg. 58
LANDS COVERED: S/2 of Section 34, Block 57, T2, Reeves County, TX

LESSOR: A.T. Randolph, Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, Gertrude L. Zinck & husband H.A. Zinck, J.B. Lamkin & wife Juanita G. Lamkin, Methodist Home, Huntsville Memorial Hospital, individually and as agent for the State of Texas
LESSEE: Joseph B. Ruppe
DATE: 8/9/1957
RECORDING INFO: Vol. 177, Pg. 407
LANDS COVERED: N/2 of Section 34, Block 57, T2, Reeves County, TX

EXHIBIT "A", PAGE 1 OF 2
CENTERLINE DESCRIPTION FOR A 15' WIDE EASEMENT

PEARCE MINERAL, LLLP, ET AL

"KEYSTONE POWERLINE"

A CENTERLINE DESCRIPTION OF A PROPOSED POWERLINE IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT GRANTED TO THE PEARCE MINERAL, LLLP, ET AL, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2209, L. B. HAYS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR WITH CAP, AT THE SOUTHEAST CORNER OF SECTION 43, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 00°04'45" W A DISTANCE OF 5,438.95 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°09'17" E A DISTANCE OF 206.77 FEET TO THE POINT OF TERMINATION, SAID POINT BEING LOCATED ON THE EAST LINE OF SAID 640 ACRE TRACT, ALSO BEING N 02°17'48" E A DISTANCE OF 134.09 FEET FROM A 1/2 INCH REBAR WITH CAP, AT THE SOUTHEAST CORNER OF SECTION 42, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 206.77 FEET OR 12.53 RODS AND CONTAINS 0.07 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

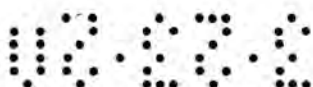
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 LedgeLawn Dr.
Conway, AR 72034



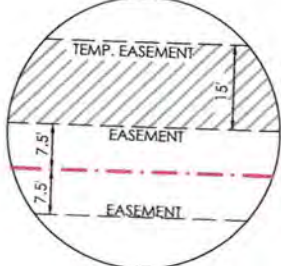
LEGEND

---	CL OF PROPOSED POWERLINE EASEMENT
---	EXISTING PIPELINE ROUTE
---	FENCE
○	P.O.C.
○	P.O.B.
○	P.O.T.
○	OHE
○	LF
○	POWER POLE
○	TELEPHONE RISER
●	FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE

640 ACRES
PEARCE MINERAL, LLLP, ET AL
VOL. 1022, PG. 148
SEC. 42, BLK. 57-T2
TOTAL: (206.77 L.F. OR 12.53 RODS)

INSET "B"
(NOT TO SCALE)



L1
(SEE INSET "A")

640 ACRES
TEXAS PACIFIC LAND TRUST
VOL. 1 PG. 217

P.O.T. OF A 15'
WIDE EASEMENT

LEASE ROAD

EXISTING
PIPELINES

P.O.B. OF A 15'
WIDE EASEMENT

640 ACRES
STATE OF TEXAS
VOL. 162 PG. 9

A 1/2" REBAR W/CAP, AT
THE SOUTHEAST CORNER
OF SEC. 42, BLK. 57-T2 BEING
S 02°17'48" W - 134.09'
FROM THE P.O.T.

P.O.C.
A 1/2" REBAR W/CAP, AT
THE SOUTHEAST CORNER
OF SEC. 43, BLK. 57-T2 BEING
S 00°04'45" E - 5,438.95'
FROM THE P.O.B.

"KEYSTONE POWERLINE"

NUMBER	BEARING	DISTANCE
L3	S 88°09'17" E	206.77'

GENERAL NOTES

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
- BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
- VERTICAL DATUM IS NAVD 88
- AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.



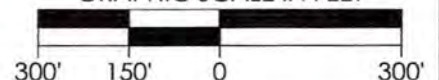
Shannon D. Ozment
12/5/2019

CONTACT INFORMATION:

Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgeview Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION
PREPARED FOR THIS TRACT OF LAND.

GRAPHIC SCALE IN FEET



REVISION

1	REROUTE (8/20)
2	UPDATE (12-05-19)

bpx energy

BPX Midstream LLC

"KEYSTONE POWERLINE"
PEARCE MINERAL, LLLP, ET AL
FINAL PLAT
REEVES COUNTY, TEXAS
TRACT NO. 08

SCALE: 1" = 300'

PLOT DATE: 12-05-2019

CHECKED BY:

DRAWN BY:

C. GRAY

KD

APPROVED BY:

SHEET NO.: 2 OF 2

LG

File No. MF 040133Reeves CountySurface Damage PmtDate Filed: 7-7-2021

George P. Bush, Commissioner

By VB



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 3, 2022

Cayla Gorski, Landman – Permian Exploration
Coterra Energy Inc.
600 N Marienfeld St., Ste 600
Midland, TX 79701

Re: Assignment ID # 11223 – MF040133 & MF48344
Reeves County

Dear Ms. Gorski:

The General Land Office received the following instrument and filed it in the appropriate files.

Term Assignment and Conveyance, effective June 29, 2022, from BPX Operating Company, Assignor to Cimarex Energy Co., Assignee. Filed of record under Document # 2022 – 2022004547.

Filing fees in the amount of \$50.00 were received for the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources



Coterra Energy Inc.
600 N. Marienfeld Street, Suite 600
Midland, TX 79701

Main 432.571.7800
coterra.com

Assign ID 41223

July 14, 2022

Attn: Joy McCauley- Energy Resources/Mineral Leasing
Texas General Land Office
1700 N. Congress Ave., Suite 840
Austin, Texas 78701

Via FedEx

Re: Assignment of RAL Oil and Gas Leases
E/2 Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas
MF-048344 and MF-040133

Dear Joy:

Enclosed please find a completed Assignment Summary and a check in the amount of Fifty Dollars and Zero Cents (\$50.00) as payment for the assignment fees associated with the two leases being assigned to Cimarex. Also enclosed, is a certified copy of the Term Assignment and Conveyance evidencing the assignment.

If you have any questions or concerns, please do not hesitate to contact me at (432)-571-7874 or Cayla.Gorski@coterra.com.

Sincerely,
Cimarex Energy Co.
Coterra Energy Inc.

Cayla Gorski
Landman- Permian Exploration

Enclosures

xc Jeff Burroughs 10-7-22



CIMAREX

ASSIGNMENT FEES - MF-048344 & MF-040133

WELLS FARGO BANK NA

CIMAREX ENERGY CO

1700 LINCOLN STREET SUITE 3700

DENVER CO 80203-4518

(303) 295-3995

56-382/412

Present for payment within 180 days.

Vendor No.	Check No.	Check Date	Check Amount
165716	0001830184	07/14/2022	*****\$50.00

PAY Fifty Dollars and Zero CentsTO THE
ORDER
OF
COMMISSIONER OF THE GENERAL
LAND OFFICE
ATTN JOY MCCAULEY
1700 N CONGRESS AVE
AUSTIN TX 78701

22711398

Scott C Schroeder

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈0001830184⑈

PLEASE DETACH AT PERFORATION ABOVE

CIMAREX ENERGY CO
 1700 LINCOLN STREET SUITE 3700
 DENVER CO 80203-4518

PLEASE DETACH AT PERFORATION ABOVE

(303) 295-3995

Check Number 0001830184

CIMAREX

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
REQ21706292022d	06/29/2022		50.00	0.00	50.00
		22711398			

165716

Vendor

Check Date: 07/14/2022

Check Amount



50.00

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

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Reeves	2022004547		June 29, 2022

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest

Overriding Royalty Interest:

Other (explain):

Remarks: BPX Operating Company conveyed all right, title, and interest in and to the E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves Co., TX to Cimarex Energy Co., limited to the correlative depth interval that is the stratigraphic equivalent of 6,570' TVD to 12,850' TVD, appearing on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. BPX Operating Company	Cimarex Energy Co.	100%	100%	0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.MF-048344	Reeves	57 T2	34	NE/4	Limited to the correlative depth interval that is the stratigraphic equivalent of 6,570' TVD to 12,850' TVD, appearing on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.
2.MF-040133	Reeves	57 T2	34	SE/4	
3.					
4.					

Cayla Gorski
Preparer's Signature

Cayla Gorski

Name (please print)

Cayla.Gorski@coterra.com

E-Mail Address

432-571-7874

Telephone Number

Landman

Title

July 14, 2022

Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Cimarex Energy Co.

Company Name

600 N. Marienfeld St.

Mailing Address

Suite 600

Midland, TX 79701

City/State/Zip

Visit our Web site at www.glo.texas.gov

2011223



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Reeves County Clerk

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Date: 2022.07.13
16:58:52 -05:00

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ID 11223
040133
MF048344
6.29.22

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.

Term

TERM ASSIGNMENT AND CONVEYANCE

STATE OF TEXAS §
COUNTY OF REEVES §

This Term Assignment and Conveyance (this "Assignment") is made this 24th day of June, 2022, but effective as of the Effective Time (as defined below), by and between, BPX Operating Company, a Texas corporation ("Assignor"), and between Cimarex Energy Co., a Delaware corporation ("Assignee"). Assignee and Assignor are collectively referred to herein as the "Parties" and sometimes individually referred to herein as a "Party." This Assignment shall be effective as of 7:00 a.m. Central Time on June 29th, 2022 (the "Effective Time").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Lease Exchange Agreement, effective as of the Effective Time (together with the exhibits attached thereto, the "Exchange Agreement", with all capitalized terms used but not defined in this Assignment having the meanings given to such terms in the Exchange Agreement) pursuant to which Assignor has agreed to assign, sell and convey to Assignee the Subject Interests (as defined below) for the term set forth in Section 1 below; and

WHEREAS, pursuant to the Exchange Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, convey, and deliver unto Assignee, effective as of the Effective Time, all of Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, direct or indirect, in, to, and under the following:

- (a) the oil, gas and/or mineral leases described on Exhibit A attached hereto and made a part hereof for all purposes (the "Leases"), which have been pooled together into that certain pooled unit known as the Randolph-State Gas Unit, such pooled unit having been established by that certain Pooling Agreement recorded at Volume 332, Page 619 of the Deed Records of Reeves County, Texas, to the extent and only to the extent that such oil, gas and/or mineral leases cover and include the lands described on Exhibit A, in each case, located in Reeves County, Texas, together with all extensions, ratifications, or amendments



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thereof, and any leasehold estates, royalty interests, overriding royalty interests, net profits interests, operating rights, forced pooled interests, non-consent interests, reversionary interests, farmout rights, and all rights under any contracts or agreements relating to the BPX Leases or the BPX Lands but only such contracts or agreements that impose covenants running with the BPX Leases or Lands, , and other rights and interests to the oil and gas in place covered by such leases, *insofar and only insofar* as such rights and interests cover and include the Exchange Depths (together with rights of ingress and egress thereto, collectively, the "Exchange Leasehold"), and all tenements, hereditaments and appurtenances to the foregoing, including any well and production pads located on the lands described on Exhibit A and all rights that arise by operation of law or that benefit or accrue to the lessee of the foregoing with respect to the exploration, development or use of, or production from the foregoing; provided, however, that Assignor specifically and expressly reserves concurrent rights of ingress, egress and use through, over, across and upon the Exchange Leasehold which arise under the Leases in order to explore for, drill through and produce Hydrocarbons from the lands and depths being retained by Assignor under the Leases, or lands pooled therewith.

(b) the oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof, sulphur extracted from hydrocarbons and all other lease substances ("Hydrocarbons") under the Leases that may be produced and saved under or otherwise be allocated or attributed to the Exchange Leasehold;

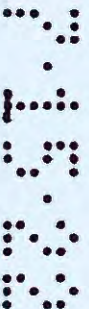
(c) all rights, if any, of Assignor arising under all surface use agreements, road sharing or use agreements, access agreements, and easements and rights of way, in each case related to the Exchange Leasehold, including those described on Exhibit B; and

(d) copies, or electronic versions (if available), of the books, records, files, reports and similar documents and materials, including title files, title opinions, abstracts of title, ownership maps, contracts files, leases and lease records, title curative materials, in each case to the extent pertaining to the properties and interests described in subsections (a), through (c) and that are in the possession and control of, or maintained by, Assignor (the "Records").

All of Assignor's right, title and interest in and to the above described properties, interests, and rights specified in the foregoing subsections (a) through (d) are hereinafter collectively referred to as the "Subject Interests".

For purposes of this Assignment, "Exchange Depths" means the correlative depth interval that is the stratigraphic equivalent of 6,570' TVD to 12,850' TVD, appearing on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

TO HAVE AND TO HOLD the Subject Interests unto Assignee, its successors and assigns, forever subject to the terms and provisions set forth herein.





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1. Term of Assignment. This Assignment shall be for a term of **Three (3)** years from the Effective Time ("Primary Term"), and as long thereafter as oil and gas, or either of them is produced in Paying Quantities from the Exchange Leasehold, or the Exchange Leasehold is otherwise kept in force in accordance with the terms of the Leases (e.g., by reworking or other operations, payment of shut-in royalties, etc., specifically on or pertaining to the Exchange Leasehold). As used in this Assignment, the term "Paying Quantities" shall mean, at any particular moment, that the market value of oil, gas or other products produced from the Exchange Leasehold, less royalties, exceed out-of-pocket operational expenses, not including capital expenses or non-cash items such as depreciation, for the immediately preceding six (6) month period.

2. Cessation, Drilling and Reworking. In the event production of oil or gas on the Exchange Leasehold after once obtained shall cease from any cause at or after the expiration of the Primary Term, this Assignment shall not terminate if Assignee commences additional drilling or reworking operations within sixty (60) days of the cessation of production so long as such operations continue in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation. If such drilling or reworking operations result in the production of oil or gas, the Assignment shall remain in full force and effect so long as oil or gas is produced in Paying Quantities or as otherwise provided in this Assignment.

3. Commencement of a Well, Reworking and Completion. The date of commencement of a well shall mean the date actual drilling of that well is commenced with a rig capable of drilling that well to its total objective depth. Reworking operations shall mean deepening, plugging back, reconditioning or otherwise attempting in good faith to increase or restore production in a well. The date of completion of a well shall mean be the earliest of the following dates: (i) 30 days after the date on which the drilling rig is released (ii) the date on which the initial potential test is run; or (iii) the date on which a dry hole is plugged.

4. Continuous Development and Release of Undeveloped Acreage.

A. If at the expiration of the Primary Term oil, gas or other liquid hydrocarbons or any of them are being produced from the Exchange Leasehold, or if Lessee is then engaged in actual drilling, completion or reworking operations on the Exchange Leasehold, or lands pooled therewith, including such operations being conducted off of the physical boundary of the Exchange Leasehold for the benefit of the Exchange Leasehold (for example on an surface pad location located off of the Exchange Leasehold), in the bona fide effort to find oil or gas, this Agreement shall be and continue to remain in full force and effect for an additional period of time equal to the greater of (a) one hundred twenty (120) days after the expiration of the Primary Term, or (b) one hundred twenty (120) days from the date the last well commenced during the Primary Term of this Agreement is completed either as a dry hole or as a producer, and if a well is commenced on the Exchange Leasehold or lands pooled therewith prior to the expiration of said additional period of time, for so long thereafter as Assignee conducts a continuous drilling program on the Exchange Leasehold or lands pooled therewith with no more than one hundred twenty



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(120) consecutive days elapsing from the completion date of one well and the commencement of actual drilling or reworking operations on a succeeding well. At the later of the expiration of the Primary Term, or upon cessation of continuous drilling or reworking operations after the end of the Primary Term as provided for herein (the "**Partial Termination Date**"), this Agreement shall terminate as to all acreage not otherwise properly included within (a) a pooled unit pursuant to the express pooling provisions of one or both of the Leases, or (b) a "**Retained Tract**" (hereinafter defined) for a producing oil or gas well or wells located in whole or in part on the unpooled portion of the Exchange Leasehold.

B. A Retained Tract for a vertical oil well shall contain no more than 160 acres and for a vertical gas well shall contain no more than 320 acres. For horizontal oil or gas wells, Assignee may establish Retained Tracts of up to a size determined by the following formula: $0.132 \times L = A$, where L = the length (in feet) of the total horizontal lateral length of all wells within the Retained Tract and A = the area retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. $(0.132 \times 4500 \text{ feet} = 594 \text{ acres, which rounds up to } 600 \text{ acres})$; however, A shall never equal more than 700. Notwithstanding anything to the contrary, two or more horizontal wells may be included in a single Retained Tract and in such event, each such horizontal well's horizontal lateral length shall be added together in order to determine the size of such Retained Tract. In the event a horizontal well is drilled partially on and partially off of the Exchange Leasehold, only such portion of the well's horizontal lateral located within the Exchange Leasehold shall be considered for purposes of determining the permitted size of the Retained Tract and only acreage from the Exchange Leasehold shall be included in such Retained Tract. On the Partial Termination Date, this Agreement shall terminate within each Retained Tract as to all depths lying below the stratigraphic equivalent of the base of the deepest producing formation within such Retained Tract. After the Partial Termination Date, each such Retained Tract shall be treated as being covered by a separate Agreement, and the Agreement as to each such Retained Tract unit must then be maintained, if at all, by production or operations on that Retained Tract. Retained Tracts shall be in as nearly the form of a rectangle as practicable and configured in such a shape as will facilitate further and full development of the Exchange Leasehold. Upon such termination Lessor, Lessor's successors, lessees, or assigns, shall have the right to use the Leased Premises for the purpose of investigating, exploring, prospecting, drilling for, producing and owning oil, gas and other hydrocarbons from the horizons as to which this lease has terminated.

C. From time to time as the Agreement expires with respect to any acreage or depths, Assignee shall execute and record a release or releases under this provision, and the recorded release, or a copy of same, shall be delivered to Assignor. After the Partial Termination Date, Assignee shall also file a Retained Tract designation of record in the county where the land is located for each Retained Tract designated in accordance with Section 4.B. If LESSEE fails to timely record and furnish to LESSOR any aforesaid release instrument, LESSOR may give LESSEE written demand that such release instrument be filed and a recorded copy furnished to LESSOR. If LESSEE fails to file the release instrument and provide a recorded copy to LESSOR within Thirty (30) days after date of receipt of such written demand, then LESSOR may execute and file for record such release



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instrument, at LESSEE's sole cost, which shall be binding upon LESSEE, and this Lease shall be deemed terminated as to the land and/or depth covered by such release. The provisions of this Paragraph 15.C. shall apply each time that an expiration or termination occurs.

5. Special Warranty of Title. Assignor covenants and agrees that it will WARRANT and DEFEND title to the Exchange Leasehold unto Assignee, its successors and assigns, against all persons claiming or to claim the whole or any part thereof, by, through or under Assignor, but not otherwise for three (3) years from the Effective Time of this Assignment. Further, this Assignment is made by Assignor with the right of full substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by others with respect to the Subject Interests (the "Special Warranty"). **EXCEPT AS TO THE FOREGOING SPECIAL WARRANTY, ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW OR BY THE USE OF THE WORD "ASSIGN," "TRANSFER," "CONVEY," "DELIVER," OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.**

6. Disclaimer of Representations and Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE EXCHANGE AGREEMENT OR IN THE SPECIAL WARRANTY CONTAINED HEREIN, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE WAIVES AND ACKNOWLEDGES IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO OR OWNERSHIP OF ANY OF THE SUBJECT INTERESTS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE SUBJECT INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE EXCHANGE LEASEHOLD, (IV) ANY ESTIMATES OF THE VALUE OF THE SUBJECT INTERESTS OR FUTURE REVENUES GENERATED BY THE SUBJECT INTERESTS, (V) THE ABILITY TO PRODUCE HYDROCARBONS FROM THE EXCHANGE LEASEHOLD, (VI) THE



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MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE EXCHANGE LEASEHOLD, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE SUBJECT INTERESTS, (VIII) THE QUALITY, ACCURACY, OR COMPLETENESS OF ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ANY OF ASSIGNEE'S REPRESENTATIVES IN CONNECTION WITH THE TRANSACTION OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, AND (X) ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE EXCHANGE LEASEHOLD. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 OF THE EXCHANGE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY SUBJECT INTERESTS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE SUBJECT INTERESTS IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) **EACH PARTY AGREES THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 6 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.**

7. Further Assurances. Without additional consideration, Assignor and Assignee agree to take such further actions and execute such further documents as may be reasonably necessary or appropriate for the full and complete enjoyment of the rights herein granted including without limitation all such other additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively assign, transfer, convey and deliver to Assignee the right, title and interest conveyed hereby or intended to be conveyed.

8. Governing Law. The validity, enforceability, interpretation and construction of this Assignment shall be governed by the laws of the State of Texas (without regard to conflict of law rules or principles that might refer to the law of another jurisdiction).

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective legal representatives, successors and assigns.



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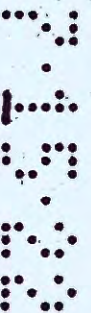
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Date: 2022.07.13
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10. Counterparts. This Assignment may be executed in any number of original counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument of conveyance. For recording, counterpart signature and acknowledgment pages may be affixed to the body of one original instrument.

11. Exchange Agreement. This Assignment is subject to the Exchange Agreement. The warranties, representations, covenants and indemnities contained in the Exchange Agreement shall not be merged into this Assignment or be otherwise negated by the execution or delivery of this Assignment, and this Assignment shall not be construed to amend the Exchange Agreement or vary the rights or obligations of Cimarex or BPX from those set forth in the Exchange Agreement.

[Remainder intentionally blank, signature and acknowledgment pages follow]





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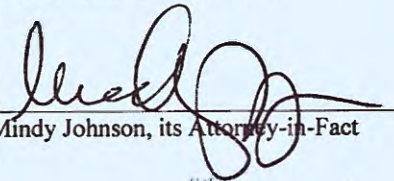
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IN WITNESS WHEREOF, the Parties have executed this Assignment the day and year set forth in their respective acknowledgements below, to be effective as of the Effective Time.

ASSIGNOR:

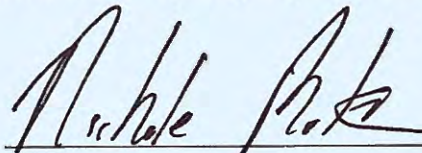
BPX OPERATING COMPANY

By: 
Mindy Johnson, its Attorney-in-Fact

STATE OF COLORADO

COUNTY OF DENVER

This foregoing instrument was acknowledged before me on the 24th day of June, 2022, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, a Texas corporation.



Notary Public in and for the State of Colorado





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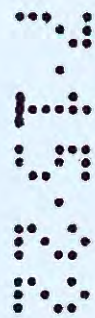
EXHIBIT A

LESSOR: A. T. Randolph, et al., individually and as agents for the State of Texas
LESSEE: Joseph B. Ruppe
DATE: August 9, 1957
RECORDING: Volume 177, Page 407 of the Deed Records of Reeves County, Texas
LANDS COVERED: INsofar AND ONLY INsofar as the lease applies to the Northeast Quarter (NE/4) of Section 34, Block 57, T-2, T & P RR Co. Survey Reeves County, Texas, containing 161.33 acres, more or less
DEPTH LIMITATION: Limited to the correlative depth interval that is the stratigraphic equivalent of 6,570' TVD to 12,850' TVD, appearing on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.
NET ACRES 160.00
ASSIGNED:

MF048344

LESSOR: A. T. Randolph, et al.
LESSEE: William W. Campbell, of Brandon Hotel, Pecos, Texas
DATE: January 21, 1953
RECORDING: Volume 151, Page 58 of the Deed Records of Reeves County, Texas
LANDS COVERED: INsofar AND ONLY INsofar as the lease applies to the Southeast Quarter (SE/4) of Section 34, Block 57, T-2, T & P RR Co. Survey Reeves County, Texas, containing 161.33 acres, more or less
DEPTH LIMITATION: Limited to the correlative depth interval that is the stratigraphic equivalent of 6,570' TVD to 12,850' TVD, appearing on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.
NET ACRES 160.00
ASSIGNED:

MF040133



Such Leases being subject to that certain Pooling Agreement, Randolph-State Gas Unit, recorded on November 7, 1974, at Volume 332, Page 619 of the Deed Records of Reeves County, Texas.



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EXHIBIT B

GRANTOR: Thomas H. Ball III
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: July 14, 2017
RECORDING: Volume 1456, Page 60; Instrument No. 17-13408 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Term Easement and Right of Way Agreement

GRANTOR: Thomas H. Ball III
GRANTEE: BHP Billiton Petroleum (TX Gathering), LLC
DATE: July 14, 2017
RECORDING: Volume 1456, Page 601; Instrument No. 17-13407 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Term Easement and Right of Way Agreement

GRANTOR: Bartel Living Trust, Baity Bartel and Martha G. Bartel, Co-Trustees
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 23, 2017
RECORDING: Volume 1430, Page 399; Instrument No. 17-10118 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Bartel Living Trust, Baity Bartel and Martha G. Bartel, Co-Trustees
GRANTEE: BHP Billiton Petroleum (TX Gathering), LLC
DATE: January 23, 2017
RECORDING: Volume 1430, Page 406; Instrument No. 17-10119 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Cusseta B. Boulon
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 5, 2017
RECORDING: Volume 1430, Page 351; Instrument No. 17-10110 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Cusseta B. Boulon
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 5, 2017
RECORDING: Volume 1430, Page 358; Instrument No. 17-10111 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement



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GRANTOR: Gerald Ball Broussard
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: May 25, 2017
RECORDING: Volume 1446, Page 208; Instrument No. 17-12083 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

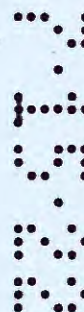
GRANTOR: Gerald Ball Broussard
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: May 25, 2017
RECORDING: Volume 1446, Page 213; Instrument No. 17-12084 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Stanley Thomas Broussard
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: June 5, 2017
RECORDING: Volume 1446, Page 196; Instrument No. 17-12081 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Stanley Thomas Broussard
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: June 5, 2017
RECORDING: Volume 1446, Page 201; Instrument No. 17-12082 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Chisos Minerals LLC
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 1, 2017
RECORDING: Volume 1430, Page 394; Instrument No. 17-10117 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Chisos Minerals LLC
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 1, 2017
RECORDING: Volume 1430, Page 387; Instrument No. 17-10116 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement





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GRANTOR: Claude Wayne Cheatham
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 23, 2016
RECORDING: Volume 1430, Page 375; Instrument No. 17-10114 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Claude Wayne Cheatham
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: December 23, 2016
RECORDING: Volume 1430, Page 382; Instrument No. 17-10115 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Gilbert Glenn Cheatham
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 31, 2017
RECORDING: Volume 1430, Page 339; Instrument No. 17-10108 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Gilbert Glenn Cheatham
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 31, 2017
RECORDING: Volume 1430, Page 346; Instrument No. 17-10109 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Estate of Lawrence Francis Stevenson, Jr., Paulette Gretchen Stevenson Ind.
Executrix
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: June 2, 2017
RECORDING: Volume 1446, Page 220; Instrument No. 17-12085 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Estate of Lawrence Francis Stevenson, Jr., Paulette Gretchen Stevenson Ind.
Executrix
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: June 2, 2017
RECORDING: Volume 1446, Page 225; Instrument No. 17-12086 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement





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GRANTOR: Clifford Glasgow
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 11, 2017
RECORDING: Volume 1430, Page 363; Instrument No. 17-10112 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

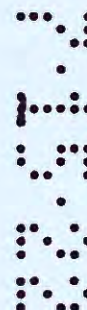
GRANTOR: Clifford Glasgow
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 11, 2017
RECORDING: Volume 1430, Page 368; Instrument No. 17-10113 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: James Stephen Glasgow
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: December 17, 2016
RECORDING: Volume 1430, Page 327; Instrument No. 17-10106 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: James Stephen Glasgow
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 17, 2016
RECORDING: Volume 1430, Page 332; Instrument No. 17-10107 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Methodist Children's Home, A Texas Non-Profit Corporation
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: April 25, 2017
RECORDING: Volume 1430, Page 202; Instrument No. 17-10085 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Methodist Children's Home, A Texas Non-Profit Corporation
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: April 25, 2017
RECORDING: Volume 1430, Page 195; Instrument No. 17-10084 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement





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GRANTOR: Noble Royalties Access Fund VI, LP
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 27, 2016
RECORDING: Volume 1430, Page 320; Instrument No. 17-10105 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

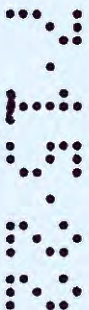
GRANTOR: Noble Royalties Access Fund VI, LP
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: February 7, 2017
RECORDING: Volume 1430, Page 315; Instrument No. 17-10104 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Pierce Mineral LLLP
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: April 26, 2017
RECORDING: Volume 1430, Page 207; Instrument No. 17-10086 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Pierce Mineral LLLP
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: April 26, 2017
RECORDING: Volume 1430, Page 212; Instrument No. 17-10087 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Paul P. Regnier, Jr.
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 5, 2017
RECORDING: Volume 1430, Page 308; Instrument No. 17-10103 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Paul P. Regnier, Jr.
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 5, 2017
RECORDING: Volume 1430, Page 303; Instrument No. 17-10102 of the Official Public
Records of Reeves County, Texas
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GRANTOR: Stephen H. Regnier
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 5, 2017
RECORDING: Volume 1430, Page 262; Instrument No. 17-10095 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

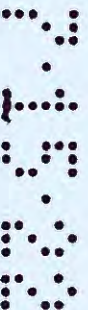
GRANTOR: Stephen H. Regnier
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 5, 2017
RECORDING: Volume 1430, Page 272; Instrument No. 17-10097 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Scott Charles Stevenson
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: March 21, 2017
RECORDING: Volume 1430, Page 296; Instrument No. 17-10101 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Scott Charles Stevenson
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: March 21, 2017
RECORDING: Volume 1430, Page 291; Instrument No. 17-10100 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Sharon U. Terjesen
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 31, 2017
RECORDING: Volume 1430, Page 286; Instrument No. 17-10099 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Sharon U. Terjesen
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 31, 2017
RECORDING: Volume 1430, Page 279; Instrument No. 17-10098 of the Official Public
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AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement





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GRANTOR: Wayne Charles Tomasek, Sr.
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: May 20, 2017
RECORDING: Volume 1430, Page 224; Instrument No. 17-10089 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

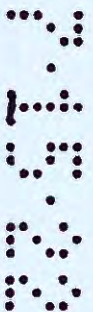
GRANTOR: Wayne Charles Tomasek, Sr.
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: May 20, 2017
RECORDING: Volume 1430, Page 219; Instrument No. 17-10088 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: The Sandra A. Tomasek Irrevocable Decedent's "B" Trust, Established
September 3, 2000
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: May 20, 2017
RECORDING: Volume 1430, Page 238; Instrument No. 17-10091 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: The Sandra A. Tomasek Irrevocable Decedent's "B" Trust, Established
September 3, 2000
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: May 20, 2017
RECORDING: Volume 1430, Page 231; Instrument No. 17-10090 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Arliss G. Travis
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: January 10, 2017
RECORDING: Volume 1430, Page 411; Instrument No. 17-10120 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Arliss G. Travis
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 10, 2017
RECORDING: Volume 1430, Page 416; Instrument No. 17-10121 of the Official Public
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GRANTOR: Walker County Hospital Corporation, D/B/A Huntsville Memorial Hospital
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: March 23, 2017
RECORDING: Volume 1430, Page 255; Instrument No. 17-10094 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Walker County Hospital Corporation, D/B/A Huntsville Memorial Hospital
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: March 23, 2017
RECORDING: Volume 1430, Page 267; Instrument No. 17-10096 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: James H. Zinck
GRANTEE: BHP Billiton Petroleum (TX Gathering) LLC
DATE: June 8, 2017
RECORDING: Volume 1430, Page 243; Instrument No. 17-10092 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: James H. Zinck
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: June 8, 2017
RECORDING: Volume 1430, Page 248; Instrument No. 17-10093 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Memorandum of Easement and Right of Way Agreement

GRANTOR: Thomas H. Ball, III
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 11, 2016
RECORDING: Volume 1393, Page 609; Instrument No. 17-05324 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Bartel Living Trust
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 12, 2016
RECORDING: Volume 1393, Page 651; Instrument No. 17-05338 of the Official Public Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement



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GRANTOR: Cusseta B. Boulon
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 18, 2016
RECORDING: Volume 1393, Page 612; Instrument No. 17-05325 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

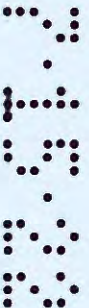
GRANTOR: Gerald B. Broussard
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 21, 2016
RECORDING: Volume 1393, Page 642; Instrument No. 17-05335 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Stanley Thomas Broussard
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 22, 2016
RECORDING: Volume 1393, Page 621; Instrument No. 17-05328 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Claude Wayne Cheatham
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 18, 2016
RECORDING: Volume 1393, Page 630; Instrument No. 17-05331 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Gilbert Glenn Cheatham
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 28, 2016
RECORDING: Volume 1393, Page 627; Instrument No. 17-05330 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: The Estate of Lawrence Francis Stevenson, Jr.
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 29, 2016
RECORDING: Volume 1393, Page 639; Instrument No. 17-05334 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement





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GRANTOR: Clifford G. Glasgow
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 9, 2016
RECORDING: Volume 1393, Page 660; Instrument No. 17-05341 of the Official Public
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AGREEMENT TYPE: Surface Use Agreement

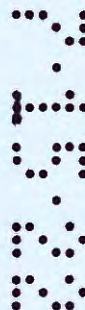
GRANTOR: James Stephen Glasgow
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 10, 2016
RECORDING: Volume 1393, Page 657; Instrument No. 17-05340 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Methodist Children's Home
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 13, 2016
RECORDING: Volume 1393, Page 648; Instrument No. 17-05337 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Noble Royalties Access Fund VI, LP
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: February 10, 2017
RECORDING: Volume 1393, Page 666; Instrument No. 17-05343 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Scott Charles Stevenson
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 28, 2016
RECORDING: Volume 1393, Page 633; Instrument No. 17-05332 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Sharon U. Terjesen
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: December 10, 2016
RECORDING: Volume 1393, Page 654; Instrument No. 17-05339 of the Official Public
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AGREEMENT TYPE: Surface Use Agreement





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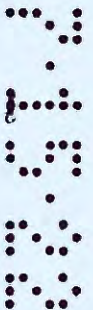
GRANTOR: Wayne Charles Tomasek Sr.
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: October 11, 2016
RECORDING: Volume 1393, Page 618; Instrument No. 17-05327 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: The Sandra A. Tomasek Irrevocable Descendants "B" Trust
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: October 11, 2016
RECORDING: Volume 1393, Page 615; Instrument No. 17-05326 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Arliss G. Travis
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 25, 2016
RECORDING: Volume 1393, Page 624; Instrument No. 17-05329 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: Walker County Hospital, D/B/A Huntsville Memorial Hospital
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: January 16, 2017
RECORDING: Volume 1393, Page 645; Instrument No. 17-05336 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement

GRANTOR: James H. Zinck
GRANTEE: BHP Billiton Petroleum Properties (NA), LP
DATE: November 8, 2016
RECORDING: Volume 1393, Page 606; Instrument No. 17-05323 of the Official Public
Records of Reeves County, Texas
AGREEMENT TYPE: Surface Use Agreement





True & Correct Copy of a document on file at Reeves County Texas
To verify the authenticity of this copy please visit:
<https://reeves.tx.publicsearch.us/verifycert/TiFsYaTf>

Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.07.13
16:58:52 -05:00

2022 - 2022004547 07/07/2022 10:41 AM Page 21 of 21



VG-806-2022-2022004547

Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2022004547

Real Property Recordings
ASSIGNMENT

Recorded On: July 07, 2022 10:41 AM

Number of Pages: 21

" Examined and Charged as Follows: "

Total Recording: \$102.00



***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022004547
Receipt Number: 20220707000004
Recorded Date/Time: July 07, 2022 10:41 AM
User: Diana R
Station: CLERK09

Record and Return To:

CIMAREX ENERGY CO/ ATTN CAYLA
600 N MARIENFELD STE 600 ATTN CAYLA GORSKI
MIDLAND TX 79701



STATE OF TEXAS
Reeves County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Reeves County, Texas

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

99217

88

File No. MF040133

Adm # 11223

Bpx (70) Cimarron

Date Filed: 12/30/22

George P. Bush, Commissioner

By C. Bush



9Nwt 12746

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER
✓MFO40133 MFO48344

Date: 07/01/2023

Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE

LAND OFFICE STATE OF TEXAS

LOCKBOX ACCOUNT

PO BOX 12873

AUSTIN TX 78711-2873

Description : SILVERTON STATE 34 101H

Complete Property Description Listed Below

Product: ___ Oil ___ Gas ___X___ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE

Owner Number: 704630-08

Interest Type: RI

Decimal Interest: 0.0625 ✓

Property Description

Property: 421357104

SILVERTON STATE 34 101H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

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

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

Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

07-07-23



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

July 25, 2023

Cyrus Perkins
Division Order Analyst
Cimarex Energy Co
PO Box 4544
Houston, TX 77210-9841

Re: State Lease Nos. MF040133 and MF048344 Silverton State 34 101H iNut 12746

Dear Mr. Perkins:

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

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

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

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

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF040133

Reeves County

Division Order

Date Filed: 7/25/2023

Commissioner Dawn Buckingham, M.D.

By: VR



unit 11926

NADOA Model Form Division Order (Adopted 9/95)

CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023

Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT A 1H
Complete Property Description Listed Below
Product: ___ Oil ___ Gas ___X___ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357111

SILVERTON STATE 27-34 UNIT A
1H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or as required by applicable state statute.

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

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

Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

02.07.2



CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023
Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT B 2H
Complete Property Description Listed Below
Product: ___ Oil ___ Gas ___X___ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357110

SILVERTON STATE 27-34 UNIT B
2H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

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CIMAREX ENERGY CO

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

Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

5207.1



CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023
Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT C 3H
Complete Property Description Listed Below
Product: ___ Oil ___ Gas ___X_ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357109

SILVERTON STATE 27-34 UNIT C
3H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

52.07.1



CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023
Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT D 4H
Complete Property Description Listed Below
Product: ___ Oil ___ Gas ___ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357108

SILVERTON STATE 27-34 UNIT D
4H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

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CIMAREX ENERGY CO

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Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.





CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023
Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT E 5H
Complete Property Description Listed Below
Product: ___ Oil ___ Gas ___X___ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357107

SILVERTON STATE 27-34 UNIT E
5H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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

Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

07-01-23

CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023
Effective Date: 06/01/2023

704630-08
Owner: TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT F 6H
Complete Property Description Listed Below
Product: ☐ Oil ☐ Gas ☒ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE
Owner Number: 704630-08
Interest Type: RI
Decimal Interest: 0.031250

Property Description

Property: 421357106

SILVERTON STATE 27-34 UNIT F
6H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference Information

T&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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

Owner(s) Signature(s): x_____x_____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 24% tax withholding and will not be refundable by Pavor.

2012



CIMAREX ENERGY CO
PO BOX 4544
Houston TX 77210-4544

OIL AND GAS DIVISION ORDER

Date: 07/01/2023

Effective Date: 06/01/2023

704630-08

Owner: TEXAS GENERAL LAND OFFICE

LAND OFFICE STATE OF TEXAS

LOCKBOX ACCOUNT

PO BOX 12873

AUSTIN TX 78711-2873

Description : SILVERTON STATE 27-34 UNIT G 7H

Complete Property Description Listed Below

Product: ___ Oil ___ Gas ___X_ Other: ALL PRODUCTS

Owner

TEXAS GENERAL LAND OFFICE

Owner Number: 704630-08

Interest Type: RI

Decimal Interest: 0.031250

Property Description

Property: 421357105

SILVERTON STATE 27-34 UNIT G
7H

Operator: CIMAREX ENERGY CO

Location: REEVES TX

Map Reference InformationT&P RR CO SURVEY A- SECTION 27 BLOCK 57
REEVES COUNTY TX

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):

CIMAREX ENERGY CO

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

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Owner(s) Signature(s): x _____ x _____

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

Owner(s) Daytime Phone #: _____

Owner(s) FAX Number: _____

Owner(s) Email Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 24% tax withholding and will not be refundable by Payor.

0707



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

July 25, 2023

Cyrus Perkins
Division Order Analyst
Cimarex Energy Co
PO Box 4544
Houston, TX 77210-9841

Re: State Lease Nos. MF040133 and MF048344 Silverton State 27-34 A1H, B2H, C3H, D4H, E5H, F6H
and G7H Unit 11926

Dear Mr. Perkins:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral file(s).

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

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

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

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF040133

Reeves Count: _____

Division Order

Date Filed: 7/25/2023
Commissioner Dawn Buckingham, M.D.

By: VZ

BHP BILLITON PETROLEUM (TX GATHERING) LLC

1444

\$10,308.80
161

15705558

1444

BHP BILLITON PETROLEUM (TX GATHERING) LLC



BHP Billiton Petroleum
3800 E. 42nd Street
Suite 105
Odessa, Texas 79762
bhpbilliton.com

December 17, 2014

Texas General Land Office
1700 N Congress Ave
Austin, TX 78701

RE: **Surface Damage Payment**
Rio State Randolph 57-T2-34 1H (MF048344, MF040133) ✓
Reeves County, Texas

Dear Sir or Madam,

Enclosed herein, please find **Check No. 1444** in the amount of **\$10,308.80** made payable to the addressee above for surface damages resulting from drilling operations for the subject line well. Specifically, this check covers damages for pipeline right of way across Section 34, Block 57, Township 2, Reeves County, Texas.

Also enclosed is a breakdown of payments being made to all surface owners along with a copy of the certified plat used to determine this payment.

By cashing this agree, you agree this payment is the full and final settlement for the damages listed above. Should you have any questions regarding this matter, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'K. McIntyre'.

Katie McIntyre
Permian Land Representative
(432) 367-4301
Katie.McIntyre2@bhpbilliton.com

Surface Ownership Report
West Texas - Delaware Basin Prospect
Section 34, Block 57 T2, PSL Survey
Reeves County, Texas

SURFACE OWNER	GROSS ACRES	INTEREST	NET ACRES	LAND OWNER CHECK	STATE OF TEXAS CHECK
Thomas H. Ball, III	640	1.56%	10.0000	\$ 169.68	\$ 169.68
Cusseta B. Boulon	640	1.56%	10.0000	\$ 169.68	\$ 169.68
Stanley Thomas Broussard	640	1.56%	10.0000	\$ 169.68	\$ 169.68
Gerald Ball Broussard, MD	640	1.56%	10.0000	\$ 169.68	\$ 169.68
Sandra A. Tomasek Irrevocable Descendants "B" TrustWayne C. Tomasek, Sr., Trustee	640	0.78%	5.0000	\$ 84.84	\$ 84.84
Wayne Charles Tomasek Sr.	640	0.26%	1.6667	\$ 28.28	\$ 28.28
Scott Charles Stevenson	640	1.04%	6.6667	\$ 113.12	\$ 113.12
Estate of Lawrence F. A. Stevenson, Jr.	640	1.04%	6.6667	\$ 113.12	\$ 113.12
Pierce Mineral LLLP	640	25.00%	160.0000	\$ 1,357.46	\$ 1,357.46
Noble Royalties Access Fund VI LP	640	25.00%	160.0000	\$ 1,357.46	\$ 1,357.46
Sharon U Terjesen,	640	0.52%	3.3333	\$ 28.28	\$ 28.28
James Stephen Glasgow	640	0.52%	3.3333	\$ 28.28	\$ 28.28
Clifford G. Glasgow	640	1.04%	6.6667	\$ 150.00	\$ 150.00
Arliss G. Travis	640	1.04%	6.6667	\$ 150.00	\$ 150.00
Bartel Living Trust,Baity Bartel and Martha Gene Bartel Trustee's	640	1.04%	6.6667	\$ 150.00	\$ 150.00
Louise G. Cheatham	640	1.04%	6.6667	\$ 150.00	\$ 150.00
Helen Virginia Belew Bryant	640	1.04%	6.6667	\$ 150.00	\$ 150.00
James H. Zinck, Individually, as usufructuary and as Trustee for the benefit of Jean Zinck	640	3.13%	20.0000	\$ 169.68	\$ 169.68
Aston, Julie Ann Zinck (Deceased), and Joseph Howard Zinck	640	3.13%	20.0000	\$ 339.37	\$ 339.37
Paul P. Regnier Jr. and Stephen H. Regnier	640	18.75%	120.0000	\$ 4,751.12	\$ 4,751.12
Methodist Childrens Home	640	9.38%	60.0000	\$ 509.05	\$ 509.05
Walker County Hospital Corporation	640				
		100.00%	640.00	\$ 10,308.80	\$ 10,308.80

EXHIBIT "A", PAGE 1 OF 4
CENTERLINE DESCRIPTION FOR A 40' WIDE EASEMENT

HOPE OIL AND GAS CORPORATION, ET AL

"RIO STATE RANDOLPH 57-T2-34 #1H LATERAL"

A CENTERLINE DESCRIPTION OF A PROPOSED PIPELINE IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT RECORDED IN VOLUME 628, PAGE 313, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2208, L. B. HAYS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE WITH CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 83°15'32" W A DISTANCE OF 1,425.75 FEET TO THE POINT OF BEGINNING OF A 40 FOOT WIDE EASEMENT BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 51°03'52" W A DISTANCE OF 284.40 FEET TO A POINT;
THENCE N 87°49'17" W A DISTANCE OF 3,216.02 FEET TO A POINT;
THENCE N 83°09'34" W A DISTANCE OF 447.19 FEET TO THE POINT OF TERMINATION, SAID POINT BEING LOCATED ON THE WEST LINE OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS AND THE EAST LINE OF SECTION 33, BLOCK 57-T2, REEVES COUNTY, TEXAS, ALSO BEING S 02°26'40" E A DISTANCE OF 350.21 FEET FROM A 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 3,947.61 FEET OR 239.25 RODS AND CONTAINS 3.62 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: A 1" IRON PIPE WITH CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS, AND A 2" IRON PIPE, BEING THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

MEASURED GRID BEARING & DISTANCE: N 88°03'17" W - 5,282.94 FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10193715)
170 Commerce RD., Building 201
Conway, AR 72032

170 Commerce Road, Building 201
Conway, Arkansas 72032

 **Crafton Tull**
surveying

501.328.3314 501.328.3325
www.craftontull.com

EXHIBIT "A", PAGE 2 OF 4
CENTERLINE DESCRIPTIONS FOR TWO 40' WIDE EASEMENTS

HOPE OIL AND GAS CORPORATION, ET AL

CENTERLINE DESCRIPTION OF A PROPOSED PIPELINES IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT RECORDED IN VOLUME 628, PAGE 313, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2208, L. B. HAYS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"RIO STATE RANDOLPH 57-T2-34 #1H EAST EXT."

COMMENCING AT A 1" IRON PIPE WITH CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 78°03'48" W A DISTANCE OF 1,673.30 FEET TO THE POINT OF BEGINNING OF A 40 FOOT WIDE EASEMENT BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 87°49'17" E A DISTANCE OF 1,621.24 FEET TO THE POINT OF TERMINATION, SAID POINT BEING LOCATED ON THE EAST LINE OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS AND THE WEST LINE OF SECTION 35, BLOCK 57-T2, REEVES COUNTY, TEXAS, ALSO BEING S 83°38'07" E A DISTANCE OF 5,295.48 FEET FROM A 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,621.24 FEET OR 98.26 RODS AND CONTAINS 1.49 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH 57-T2-34 #1H NORTH EXT."

COMMENCING AT A 1" IRON PIPE WITH CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 70°20'23" W A DISTANCE OF 1,097.19 FEET TO THE POINT OF BEGINNING OF A 40 FOOT WIDE EASEMENT BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 01°56'43" E A DISTANCE OF 404.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING LOCATED ON THE NORTH LINE OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS AND THE SOUTH LINE OF SECTION 27, BLOCK 57-T2, REEVES COUNTY, TEXAS, ALSO BEING S 88°03'17" E A DISTANCE OF 4,262.83 FEET FROM A 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 404.00 FEET OR 24.48 RODS AND CONTAINS 0.37 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

THE TWO ABOVE DESCRIBED CENTERLINES HAVE A TOTAL LENGTH OF 2,025.24 FEET OR 122.74 RODS AND CONTAINS 1.86 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: A 1" IRON PIPE WITH CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS, AND A 2" IRON PIPE, BEING THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

MEASURED GRID BEARING & DISTANCE: N 88°03'17" W - 5,282.94 FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



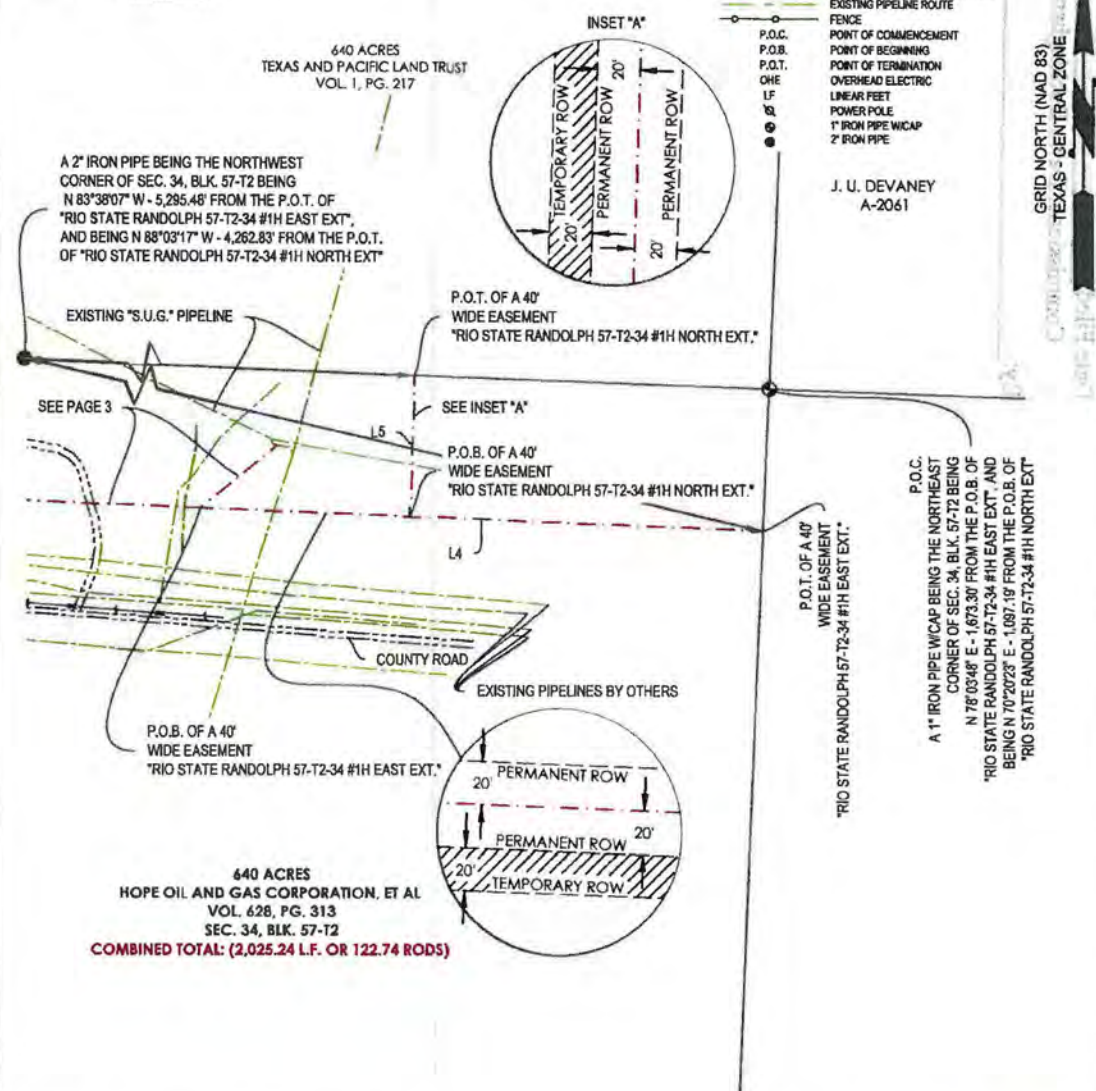
CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10193715)
170 Commerce Rd., Building 201
Conway, AR 72032

LEGEND

- O.D. OF PROPOSED PIPELINE ROUTE
- EXISTING PIPELINE ROUTE
- FENCE
- P.O.C.
- P.O.B.
- P.O.T.
- OVERHEAD ELECTRIC
- LINEAR FEET
- POWER POLE
- 1" IRON PIPE W/CAP
- 2" IRON PIPE

J. U. DEVANEY
A-2061

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



BASIS OF BEARINGS : A 1" IRON PIPE W/CAP, BEING THE NORTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS, AND A 2" IRON PIPE, BEING THE NORTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

MEASURED GRID BEARING & DISTANCE: N 88°03'17" W - 5,282.94 FEET

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.

2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION.



3/20/2014

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

"RIO STATE RANDOLPH 57-T2-34 #1H EAST EXT."

NUMBER	BEARING	DISTANCE
L4	S 87°49'17" E	1621.24'

TOTAL: (1,621.24 L.F. OR 98.26 RODS)

"RIO STATE RANDOLPH 57-T2-34 #1H NORTH EXT."

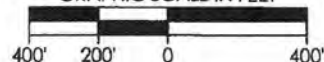
NUMBER	BEARING	DISTANCE
L5	N 01°56'43" E	404.00'

TOTAL: (404.00 L.F. OR 24.48 RODS)

CONTACT INFORMATION

Bradley G. Russell
Crafton Tull (10193715)
170 Commerce RD., Building 201
Conroy, AR 72032

GRAPHIC SCALE IN FEET



REVISION	BHP BILLITON PETROLEUM (TX GATHERING), LLC		
	"RIO STATE RANDOLPH 57-T2-34 #1H" "EAST EXT" & "NORTH EXT" HOPE OIL AND GAS CORPORATION, ET AL SECTION 34, BLOCK 57-T2 REEVES COUNTY, TEXAS TRACT NO. 1		
	SCALE: 1" = 400'	CHECKED BY: SA	APPROVED BY: L. DOW
	PLOT DATE: 03-20-2014	DRAWN BY: ALP	SHEET NO.: 4 OF 4

File No. MFO40133

_____ County

Surface Damage Pmt

Date Filed: 6/21/2024

Commissioner Dawn Buckingham, M.D.

By: NQ

**DIVISION ORDER**

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024
Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640 AUSTIN, TX 78701-1495 US	Tract Factor: See Exhibit A
	Tract Interest: See Exhibit A
	Unit Interest: See Exhibit A

The undersigned severally and not jointly certifies it is the legal owner of the interest set out in this Division Order of all the oil and related liquid hydrocarbons and gas produced from the property described.

The following provisions apply to each interest owner ("owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out in this Division Order. The payor shall pay all parties at the price for the oil and gas produced and sold hereunder as calculated under the terms of the oil and gas lease.

PAYMENT: Payment is to be made, based on this division of interest, as prescribed by the oil and gas lease or by law. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months' proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

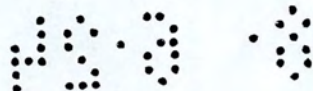
Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner may have certain statutory rights under the laws of this state.

THIS DIVISION ORDER DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

Failure to furnish your proper Social Security/Tax I.D. Number on IRS Form W-9 will result in income tax withholding in accordance with federal law, and any tax withheld will not be refundable by Payor.

bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024
Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
	AUSTIN, TX 78701-1495 US	Tract Interest:	See Exhibit A
		Unit Interest:	See Exhibit A

Owner(s) Signature(s): _____

Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

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To: BPX Operating Company

DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Unit 11927

Property Name							
RIO STATE 57-T2-34X27 O W115H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	2	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	2	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay

**DIVISION ORDER**

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024
Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
	Tract Factor: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640	Tract Interest: See Exhibit A
AUSTIN, TX 78701-1495 US	Unit Interest: See Exhibit A

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bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: ☒ Gas: ☒ Other: ☒

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
	AUSTIN, TX 78701-1495 US	Tract Interest:	See Exhibit A
		Unit Interest:	See Exhibit A

Owner(s) Signature(s): _____

Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

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To: BPX Operating Company



DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 N W114H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	3	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	3	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay

**DIVISION ORDER**

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640 AUSTIN, TX 78701-1495 US	Tract Factor:	See Exhibit A
		Tract Interest:	See Exhibit A
		Unit Interest:	See Exhibit A

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bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
	AUSTIN, TX 78701-1495 US	Tract Interest:	See Exhibit A
		Unit Interest:	See Exhibit A

Owner(s) Signature(s): _____

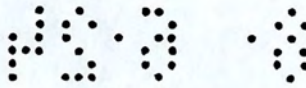
Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

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To: BPX Operating Company

DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 BB W202H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	6	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	6	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay

DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024
Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640 AUSTIN, TX 78701-1495 US	Tract Factor: See Exhibit A
	Tract Interest: See Exhibit A
	Unit Interest: See Exhibit A

The undersigned severally and not jointly certifies it is the legal owner of the interest set out in this Division Order of all the oil and related liquid hydrocarbons and gas produced from the property described.

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DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640	Tract Factor: See Exhibit A
AUSTIN, TX 78701-1495 US	Tract Interest: See Exhibit A
	Unit Interest: See Exhibit A

Owner(s) Signature(s): _____

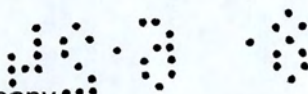
Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

To: BPX Operating Company



DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 X201H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	1	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	1	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay



DIVISION ORDER

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Houston, TX 77094

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Effective Date: 05/01/2024

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Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

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Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
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bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640 AUSTIN, TX 78701-1495 US	Tract Factor:	See Exhibit A
		Tract Interest:	See Exhibit A
		Unit Interest:	See Exhibit A

Owner(s) Signature(s): _____

Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

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To: BPX Operating Company



DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 3I B318H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	8	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
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**DIVISION ORDER**

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Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640	Tract Factor: See Exhibit A
AUSTIN, TX 78701-1495 US	Tract Interest: See Exhibit A
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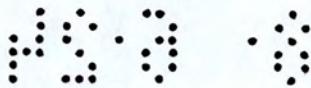
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bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024
Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640	Tract Factor: See Exhibit A
AUSTIN, TX 78701-1495 US	Tract Interest: See Exhibit A
	Unit Interest: See Exhibit A

Owner(s) Signature(s): _____

Owner Address Correction: _____

Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

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To: BPX Operating Company

DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 3J B317H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	9	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	9	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay



DIVISION ORDER

To: BPX Operating Company
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Houston, TX 77094

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County/State: Various (see exhibit A)
Description: See Exhibit A

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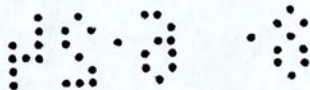
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bpx energy



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
	AUSTIN, TX 78701-1495 US	Tract Interest:	See Exhibit A
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Owner(s) Signature(s): _____

Owner Address Correction: _____

Owner's Tax I.D. Number: _____

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DIVISION ORDER EXHIBIT "A"

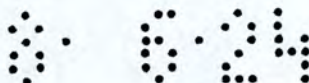
Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 B W102H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
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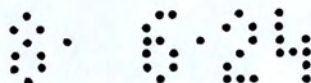
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bpx energy



DIVISION ORDER

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PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

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Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number:	60468207	Type of Interest:	See Exhibit A
Owner Name:	STATE OF TEXAS GLO	Interest Sequence:	See Exhibit A
Owner Address:	1700 N CONGRESS AVE NO 640	Tract Factor:	See Exhibit A
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To: BPX Operating Company



DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 A W101H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	4	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
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DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

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NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

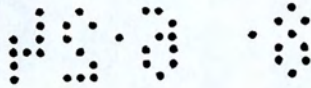
Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner may have certain statutory rights under the laws of this state.

THIS DIVISION ORDER DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

Failure to furnish your proper Social Security/Tax I.D. Number on IRS Form W-9 will result in income tax withholding in accordance with federal law, and any tax withheld will not be refundable by Payor.

bpx energy



bp



DIVISION ORDER

To: BPX Operating Company
PO Box 941180
Houston, TX 77094

Date: 07/10/2024

Effective Date: 05/01/2024

Property Name: Various Properties (see exhibit A)
Property Number: Various (see exhibit A)
Operator: BPX Operating Company
County/State: Various (see exhibit A)
Description: See Exhibit A

Production: Oil: X Gas: X Other: X

Owner Number: 60468207	Type of Interest: See Exhibit A
Owner Name: STATE OF TEXAS GLO	Interest Sequence: See Exhibit A
Owner Address: 1700 N CONGRESS AVE NO 640	Tract Factor: See Exhibit A
AUSTIN, TX 78701-1495 US	Tract Interest: See Exhibit A
	Unit Interest: See Exhibit A

Owner(s) Signature(s): _____

Owner Address Correction: _____

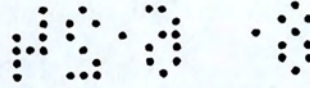
Owner's Tax I.D. Number: _____

Owner's Telephone: _____

Owner's Email: _____

Failure to furnish your proper Social Security/Tax I.D. Number on IRS Form W-9 will result in income tax withholding in accordance with federal law, and any tax withheld will not be refundable by Payor.

To: BPX Operating Company



DIVISION ORDER EXHIBIT "A"

Dated: 07/10/2024

Page: 1

OWNER: 60468207

STATE OF TEXAS GLO
1700 N CONGRESS AVE NO 640
AUSTIN TX 78701-1495

Property Name							
RIO STATE 57-T2-34X27 3H B311H							
Operator							
BPX Operating Company							
Legal Description							
County or Parish: REEVES State: TEXAS							
W2 SEC 34, BLK 57, T2 AND							
W2 SEC 27, BLK 57, T2							
DOI/ PROPERTY CODE	DOI SUFFIX	TRACT FACTOR	TRACT INTEREST	INTEREST TYPE	PRODUCT CODE	UNIT INTEREST	ACCOUNT STATUS
132725	7	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay
132725	7	1.00000000	0.01570148	Royalty Interest	All Products	0.01570148	Pay



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 14, 2024

Brianna O'Keeffe, CDOA
Sr. Division of Interest Analyst
BPX Operating Company
PO Box 941180
Houston, TX 77094

Re: State Lease Nos. MF040133 and M048344 Rio State 57-T2-34X27 O W115H, N W114H, W202H, X201H, B318H, B317H, W102H, W101H and B311H Unit 11927

Dear Mrs. O'Keeffe:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral files.

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

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

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

Thank you,

Vivian Zamora
Landman, Energy Resources
vivian.zamora@glo.texas.gov
(512) 475-0428

File No. MF040133

County

Division Order

Date Filed: 8/14/2024

Commissioner Dawn Buckingham, M.D.

By: VDg



DO NOT DESTROY

Acreage Updated per
final survey plat.

Texas General Land Office

UNIT AGREEMENT MEMO

UPA230105

Unit Number 11927
Operator Name BPX Operating Company
Customer ID C000046383
Unit Name Rio State Randolph 57-T2-34X27
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.03140295
State Part in Unit 0.50244721
Unit Depth Specified Depths
From Depth 6570.000000
To Depth 12850.000000
Well
Formation Top of Bone Springs Base
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 08/01/2023
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

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
MF040133		161.685000	643.590000	0.25122361	O/G	0.06250000	0.01570148	No
MF048344		161.685000	643.590000	0.25122361	O/G	0.06250000	0.01570148	No

API Number

4238940651, 4238940652, 4238940653, 4238940655, 4238940658, 4238940660, 4238940661, 4238940662, 4238940663

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

08/13/2024

08/13/2024

08/13/2024

08/20/2024

08/13/2024

Pooling Committee Report

To: School Land Board

UPA230105

Date of Board Meeting: 08/22/2023

Unit Number: 11927

Effective Date: 08/01/2023

Unit Expiration Date:

Applicant: BPX Operating Company

Attorney Rep:

Operator: BPX Operating Company,

Unit Name: Rio State Randolph 57-T2-34X27

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<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>
RAL	MF040133	0.06250000	01/21/1963	10 years	320.000000	161.685000	0.01570148
RAL	MF048344	0.06250000	08/09/1962	5 years	320.000000	161.685000	0.01570148

Private Acres:	320.220000
State Acres:	323.370000
Total Unit Acres:	643.590000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	50.24%
State Net Revenue Interest:	3.14%

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

RRC Rules:	Spacing Acres:
Yes	704 acres for a 10,000 foot lateral (FTP to LTP).

Joy McCauley

From: Brianna O'Keeffe <Brianna.OKeeffe@bpx.com>
Sent: Wednesday, August 7, 2024 4:26 PM
To: Joy McCauley; Michael Glover
Cc: Vivian Zamora
Subject: [EXTERNAL] RE: GLO Unit no 11927_RIO STATE 57-T2-34X27 pooled unit

Hi Joy,

Yes, that is correct, the pooling agreement reflects 645.549 unit acres, whereas the Final As-Drilled plats reflect 643.59 unit acres. The NRI shown on the division orders is calculated using the 643.59 unit acres. I understand our Land group is revising the pooling agreement to match the AD plat acreage. Michael is out of the office for the next few days; let me check in with him when he returns and will get back to you as soon as possible with an update.

Thank you,
Brianna O'Keeffe

bpx energy

This email and any attachments are intended only for the addressee(s) listed above and may contain confidential, proprietary, and/or privileged information. If you are not an intended recipient, please immediately advise the sender by return email, delete this email and any attachments, and destroy any copies of same. Any unauthorized review, use, copying disclosure or distribution of this email and any attachments is prohibited.

From: Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>
Sent: Tuesday, August 6, 2024 2:03 PM
To: Brianna O'Keeffe <Brianna.OKeeffe@bpx.com>; Michael Glover <Michael.Glover@bpx.com>
Cc: Vivian Zamora <Vivian.Zamora@glo.texas.gov>
Subject: RE: GLO Unit no 11927_RIO STATE 57-T2-34X27 pooled unit
Importance: High

Good afternoon, Brianna.

Vivian received division orders for the above-mentioned unit, and they don't match what we show the current unit NRI to be. Please advise on if there was an update to the acreage which is causing difference.

Thank you,
Joy
Joy McCauley
Minerals Specialist | Energy Resources
Texas General Land Office, Commissioner Dawn Buckingham, MD
Office: 512-463-4704
Work Schedule: Monday – Thursday 6am – 3:30pm (in office)
Friday 7:30am – 11:30am (remote)



From: Joy McCauley
Sent: Thursday, June 20, 2024 10:03 AM
To: Brianna O'Keeffe <Brianna.OKeeffe@bpx.com>
Cc: Michael Glover <Michael.Glover@bpx.com>
Subject: RE: GLO Unit no 11927_RIO STATE 57-T2-34X27 pooled unit

Good morning, Brianna.

The acreages that were provided to us on the exhibits to the executed pooling agreement reflect 645.549 acres. If there is a correction, a new plat should be submitted.

Thank you,

Joy

Joy McCauley

Minerals Specialist | Energy Resources

Texas General Land Office, Commissioner Dawn Buckingham, MD

Office: 512-463-4704 | Cell: 512-658-8823

Work Schedule: Monday – Thursday 6am – 3:30pm (in office)

Friday 7:30am – 11:30am (remote)



From: Brianna O'Keeffe <Brianna.OKeeffe@bpx.com>
Sent: Tuesday, June 18, 2024 5:51 PM
To: Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>
Cc: Michael Glover <Michael.Glover@bpx.com>
Subject: [EXTERNAL] GLO Unit no 11927_RIO STATE 57-T2-34X27 pooled unit

Hi Joy,

I hope you are doing well. I noticed that the acreage of 645.549 shown on the attached Unit memo for the Rio State 57-T2-34X27 pooled unit does not match the acreage shown on the plats for these wells. The acreage on the attached plat is 643.59 acres (being the sum of 161.72+161.65+320.22).

Can you advise where the GLO got the acreage of 645.549 that is shown on the Unit memo?

Many thanks,

Brianna O'Keeffe, CDOA

Sr. Division of Interest Analyst

BPX Operating Company

BPX Energy Inc.

Office: 281.810.3059

Email: brianna.okeeffe@bpx.com



Crafton Tull
surveying

501.328.3316 | 501.328.3325 f
www.craftontull.com

1000 Ledgelawn Dr.
Conway, Arkansas 72034

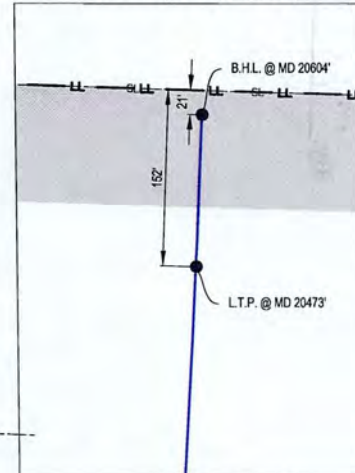
REEVES COUNTY, TEXAS

NOTE: S.H.L. APPROXIMATE LOCATION IS S 58°28' W,
3.4 MILES FROM ORLA, TEXAS.
S.H.L. LOCATED IN THE T&P RR CO. SURVEY A - 2208
B.H.L. LOCATED IN THE T&P RR CO. SURVEY A - 631.

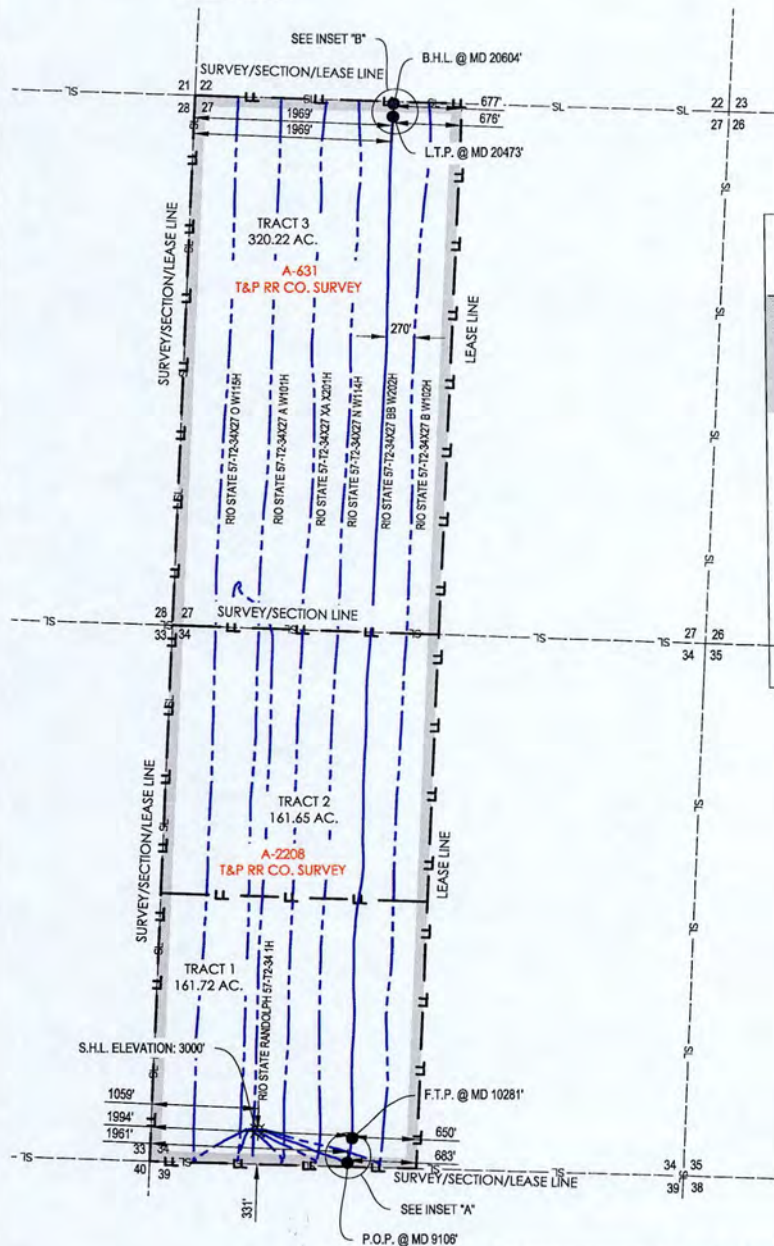
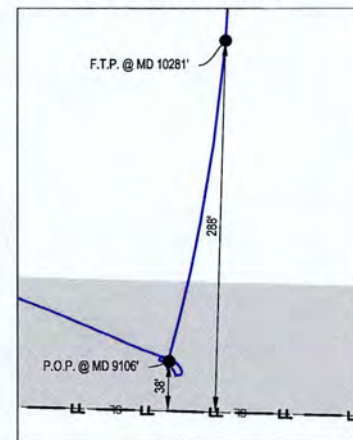
LEGEND

- LL — LEASE LINE
- NEAREST WELL PATH
- AS DRILLED PATH
- SL — SURVEY / SECTION LINE
- S.H.L. — SURFACE HOLE LOCATION
- P.O.P. — POINT OF PENETRATION
- F.T.P. — FIRST TAKE POINT
- T.P. — TURNING POINT
- L.T.P. — LAST TAKE POINT
- B.H.L. — BOTTOM HOLE LOCATION

INSET "B" (NOT TO SCALE)



INSET "A" (NOT TO SCALE)



LEASE CORNERS

LOCATION	DESCRIPTION	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)
N/4 CORNER OF SEC. 34	CALCULATED	31.81065869° N	103.95094476° W	10640566.29	1172985.52
S/4 CORNER OF SEC. 34	CALCULATED	31.79802985° N	103.95111102° W	10635249.07	1172760.86
SW CORNER OF SEC. 34	1/2" REBAR	31.79599310° N	103.95962087° W	10635321.77	1170117.87
NW CORNER OF SEC. 34	2" PIPE	31.81068879° N	103.95944790° W	10640855.95	1170345.58

WELL PATH DATA

REF.	SECTION LINE CALLS (±)	LEASE LINE CALLS (±)
S.H.L.	331' FSL, 1059' FWL	331' FSL, 1059' FWL
P.O.P.	38' FSL, 1961' FWL	38' FSL, 683' FEL
F.T.P.	288' FSL, 1994' FWL	288' FSL, 650' FEL
L.T.P.	152' FNL, 1969' FWL	152' FNL, 676' FEL
B.H.L.	21' FNL, 1969' FWL	21' FNL, 677' FEL

WELL BORE POSITIONS

REFERENCE	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)
S.H.L.	31.79691750° N	103.95620098° W	10635623.26	1171190.80
P.O.P.	31.79612458° N	103.95330886° W	10635305.71	1172079.49
F.T.P.	31.79681292° N	103.95319363° W	10635554.83	1172123.32
L.T.P.	31.82475409° N	103.95297182° W	10645711.74	1172522.98
B.H.L.	31.82511412° N	103.95297039° W	10645842.63	1172527.68

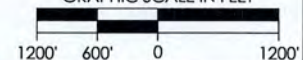
CONTACT INFORMATION:
Bradley G. Russell
Crafton Tull (10103715)
1000 Ledgelawn Dr.
Conway, AR 72034



6/13/2024

NOTE: THIS IS NOT A BOUNDARY SURVEY AS DEFINED BY STATE OR LOCAL LAWS. THE BOUNDARY AND DRILLING UNIT LINES SHOWN HEREON ARE ONLY APPROXIMATE BASED ON INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT. ALTHOUGH THEY ARE PLACED AS ACCURATELY AS POSSIBLE BASED ON AVAILABLE INFORMATION, NO FIELD SURVEY WAS CONDUCTED BY THE SURVEYOR TO VERIFY THE ACCURACY OF THE BOUNDARY LINES SHOWN. ONLY THE SURFACE HOLE POSITIONS WERE FIELD LOCATED BY THE SURVEYOR.

GRAPHIC SCALE IN FEET



GENERAL NOTES

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
- PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION.
- B.H.L. ELEVATIONS SHOWN ARE PRIOR TO PAD CONSTRUCTION.

REVISION

0 FINAL PLAT 6/13/24

BPX OPERATING COMPANY

RIO STATE 57-T2-34X27 8B W202H
W/2 SECTION 27 & W/2 SECTION 34, BLOCK 57-T2
REEVES COUNTY, TEXAS
FINAL AS-DRILLED PLAT

SCALE: 1" = 1200'
PLOT DATE: 06/13/2024

CHECKED BY: MF
DRAWN BY: LE

APPROVED BY: MN
SHEET NO.: 1 OF 1

93

File No. MF040133

Rooves County

Updated Unit 11927 - Correcting Acreage

Date Filed: 08/13/2024

Commissioner Dawn Buckingham, M.D.

By: Jm

#11926
#11925
PSA #00542

State Lease	Control	Base File	County
MF040133	07-108970	93089	REEVES

Survey	T & P RY CO	
Block	57	
Block Name		
Township	2-S	
Section/Tract	34	
Land Part	PT	
Part Description		
Acres	960	
Depth Below	Depth Above	Depth Other
		See Lease

Leasing: _____
Analyst: _____
Maps: JK
GIS: MC
DocuShare: _____

Name	CAMPBELL, WILLIAM W
Lease Date	1/21/1953
Primary Term	10 yr
Bonus (\$)	\$2,400.00
Rental (\$)	\$0.50
Lease Royalty	0.0625



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

PART 2 OF 3

CAMPBELL, WILLIAM W

F270332

Mineral File 40133 B File

~~TERMINATED~~

COUNTY:

Reeves

TRACT :

Date.....

PART :

S/2 of Sec 34 T & P

Accounting.....

ACRES :

320

Legal.....

LESSEE :

William W. Campbell

Exploration.....

DATE :

Execution.....

TERM :

BONUS :

RENTAL:

FILE :

B-FILE

RELINQUISHMENT ACT LEASE
For Correspondence

File 40133

CONTENTS

File 40133 40154

REEVES County

MINERAL LAND

WILLIAM W. CAMPBELL

320 Acres

S/2 of 34 Section

T & P Ry Co Survey Block

Tsp.

File 141506 Cert.

Lease dated 7-27 53 10 Yrs

Name of Claimant

20. Ltr. fr. Gulf Oil 10-25-62 jre
 21. " to " " 10-30-62 "
 22. " fr. I.W. Lowelady - 12-7-62 x
 23. " to Gulf Oil Corp. 7-23-64
 24. Ltr to " " 8-29-69 x
 25. " fr. Gulf 9-6-69 SLS
 26. Ltr. to Gulf 5-16-73 gr
 27. Ltr. to Gulf 7-16-73 ge

Vol. P.

1 Ltr. to Gulf Oil Corp. MAY 21 1956 #8
 2 " fr " " MAY 23 1956 "
 3 " " " " MAY 19 1959 "
 4 " to " " MAY 26 1959 "
 5 " " " " 8-13-59 h
 6 " " " " 9-21-59 h
 7 " fr " " SEP 25 1959 H1
 8 " " " " OCT 2 1959 "
 See Ltr Dtd 10-14-59 in 38933.
 See Letter Dated 11-6-55 in 38934
 See Letter Dated 11-27-57 in 38930
 See Letter Dated 11-12-58 in 58930
 See Ltr. dated 12-17-59 in MF# 15913
 9 Ltr. FRM. Gulf Oil Corp. DEC 17 1959 H1
 10. " to " " " 1-20-60 gng.
 11. " Rec. fr. " " " 1-27-60 "
 12. Ltr to Gulf Oil Corp. 3-24-60 h
 13. " " " " " 5-5-60 gng.
 14. " "From" " " 5-11-60 L.P.
 15. " to " " " 6-21-60 h
 16. " fr. " " " 7-5-60 h
 17. Ltr. to Gulf Oil Corp. 1-2-62 p
 18. " fr. Fort Ransdell 4-12-62 La
 19. " to " " 4-18-62 "

CONTENTS OF FILE NO. 40133 B File

1. Ltr to Gulf Oil Corp	5-21-1956	34. Ltr. to Gulf Oil Corp. 10-25-76	66.
2. " fr " " "	5-23-1956	35. Ltr. to Gulf Oil 12-17-76	gs
3. " " " " "	5-19-1959	36. Ltr to Gulf Oil 12-17-76	cc
4. " to " " "	5-26-1959	37. Ltr. to Gulf Oil 1-17-77	gs
5. " " " " "	8-13-1959	38. Ltr. to Gulf Oil Corporation 3-3-77	gs
6. " " " " "	9-21-1959	39. " TO " " " 3-11-77	BT
7. " fr " " "	9-25-1959	40. Ltr. to " " " 3-19-77	BT
8. " " " " "	10-2-1959	41. Ltr. to " " " 3-8-77	BT
9. " fr " " "	12-17-1959	42. LTR to GULF OIL CORP. 4-26-77	BT
10. " to " " "	1-20-1960	43. Ltr. fr. Gulf Energy Minerals CO 8-4-77	BT
11. " fr " " "	1-27-1960	44. Ltr. to ARCO 4-17-79	gs
12. " to " " "	3-24-1960	45. Ltr. to Gulf 4-17-79	gs
13. " " " " "	5-3-1960	46. LTR. to Gulf Oil Exploration 4-23-79	gs
14. " fr " " "	5-11-1960	47. Ltr. to ARCO 5-23-79	gs
15. " to " " "	6-21-1960	48. Ltr. From ARCO 5-25-79	gs
16. " fr " " "	7-5-1960	49. Ltr. to Gulf 6-19-79	gs
17. " to " " "	1-2-1962	50. Ltr. to Gulf 6-20-79	gs
18. " fr Fox & Ransdell	4-12-1962	51. Ltr. fr. Gulf Oil Explor 7-26-79	BT
19. " to " " "	4-18-1962	52. Ltr. fr. Gulf Oil Explor. 8-23-79	BT
20. " fr Gulf Oil	10-25-1962	53. Ltr. to Gulf Oil Corp. 10-1-79	15g
21. " to " "	10-30-1962	54. LTR. TO Gulf Oil Explor. 10-9-79	BT
22. " fr I. W. Lovelady	12-7-1962	55. Ltr. fr. Gulf Oil Explor. 10-12-79	BT
23. " to Gulf Oil	7-23-1964	56. Ltr. fr. Gulf Oil 5-31-79	15g
24. " to " "	8-29-1969	57. Ltr. fr. Gulf Oil Explor. 10-22-79	BT
25. " fr " "	9-6-1969	58. Ltr. to Gulf Oil Corp. 4-17-80	BT
26. " to Gulf Oil	5-16-1973	59. Ltr. fr. Gulf Oil Explor. 4-30-80	BT
27. " " " "	7-16-1973	60. 1978 BFW Recommendation 5/29/80	
28. Ltr fr Gulf Oil Co.-US	5-14-74	61. Ltr. to ARCO 10-15-80	BT
29. Ltr to Gulf Oil Corp.	5-21-74	62. Ltr. fr. ARCO 10-29-80	BT
30. Ltr fr Gulf Oil Co.-US	9-26-74	63. LTR TO GULF OIL 2-23-81	
31. Ltr to Gulf Oil Co.-US	10-30-74	64. LTR TO GULF OIL 4/7/81	
32. " " " "	6-24-76	65. LTR TO GULF OIL 8-18-81	
33. " FR " "	7-20-76	66. LTR TO ARCO 8-18-81	

CONTENTS OF

FILE NO. M-40133

67.	Ltr. to Arco	10-19-81 ^{gr}	98	Ltr. fr. Arco oil & gas 10/6/83 gg.
68.	Ltr. to Arco	11-17-81 ^{gr}	100.	Ltr. to Arco Oil & Gas 12-20-83
69.	Ltr. to Arco	12-7-81 ^{gr}	101.	Ltr. to Arco Oil & Gas 1-30-84
70.	Ltr. fr. Arco	8-25-81 ^{gr}	102.	Ltr. fr. Arco Oil & Gas 10-25-83 J2
71.	Ltr. fr. Gulf	9-14-81 ^{gr}	103.	Ltr. to Arco 3-5-87 RR
72.	Ltr. fr. Arco	9-17-81 ^{gr}	104.	Memo to Susan Cocklin 10/31/88 KRL
73.	Ltr. fr. Arco	10-26-81 ^{gr}	105.	Memo to Susan Dorsey 10/31/88 KRL
74.	Ltr. fr. Arco	11-23-81 ^{gr}	106.	Scanned sm 10/03/2019
75.	Ltr. fr. Arco	12-8-81 ^{gr}	107.	Recon Billing 2/11/2025
76.	Ltr. fr. Arco	12-17-81 ^{gr}	108.	Scanned WMM 2.12.2025
77.	Ltr. fr. Arco	1-19-81 ^{gr}	110.	
78.	Ltr. to Arco	4-13-82 ^A	111.	
79.	See Letter Dated 4-23-82 M 254304		112.	
79.	Ltr. fr. Arco	3-16-82 ^{gr}	113.	
80.	Ltr. fr. Arco	3-18-82 ^{gr}	114.	
81.	Ltr. to Arco	9-2-82 ^{gr}	115.	
82.	See Letter Dated 9-17-82 M 250324		116.	
82.	Ltr. to Arco	10-28-82	117.	
83.	Ltr. to Arco	12-8-82	118.	
84.	Ltr. fr. Arco	12-6-82	119.	
85.	Ltr. to Arco	12-16-82	120.	
86.	Ltr. fr. Arco	12-23-82	121.	
87.	Ltr. fr. Arco	12-23-82	122.	
88.	Ltr. to Gulf	4-12-83	123.	
89.	LTR FRM ARCO	2-9-83	124.	
90.	LTR FRM ARCO	3-7-83	125.	
91.	LTR FRM ARCO	5-13-83	126.	
92.	Ltr. to Arco	5-23-83	127.	
93.	Ltr. to Arco	7-8-83	128.	
94.	Ltr. fr. Arco	6-1-83	129.	
95.	Ltr. fr. Arco	7-13-83	130.	
96.	Ltr. to Arco ^{missing}	8-22-83	131.	
97.	Ltr. fr. Arco ^{missing}	9/6/83 gg.	132.	

May 21, 1956

Re: A. T. Randolph et al - State Lease
Reeves County, Texas
Your File No. M-40133

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas

Attention: Robert W. Fuller

Gentlemen:

In examining the two assignments enclosed with your letter of May 10, 1956, I note that they purport to convey all of the above captioned lease.

According to our records William W. Campbell assigned said lease insofar as it covers Section 40 to United States Smelting Refining and Mining Company, on February 3, 1953. If there has been a reassignment of that portion of the base lease I do not have any record of such reassignment.

The two assignments enclosed with your letter will be held in suspense pending receipt of your advice in the matter.

Sincerely,

EARL RUDDER, COMMISSIONER

By

A. T. Mullins
Attorney

ATM:mw

1
M. 40133

Ltr to Gulf

File Dated 5-21-56

J. EARL RUDDER, COMR.

Jmr

GULF OIL CORPORATION

LAW DEPARTMENT

MIDLAND, TEXAS

May 22, 1956

ARCHIE D. GRAY
GENERAL COUNSEL
PITTSBURGH, PA.
ELDON YOUNG
GENERAL ATTORNEY
HOUSTON, TEXAS
DAVID W. STEPHENS
DIVISIONAL ATTORNEY
FORT WORTH, TEXAS
ROBERT W. FULLER
ROSS E. FREEMAN

ADDRESS ALL CORRESPONDENCE IN CARE OF
P. O. DRAWER 1150, LAW DEPARTMENT

Hon. J. Earl Rudder, Commissioner
General Land Office
Austin 14, Texas

Re: A. T. Randolph et al-State Lease,
Reeves County, Texas.
Your File No. M-40133.

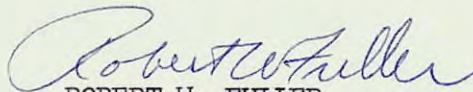
Dear Sir:

I have received your letter of May 21, 1956, concerning the above lease and have examined our file in connection therewith. This file also reflects that Section 40 was assigned by Wm. W. Campbell to U. S. Smelting, Refining and Mining Company. The portion of the lease which Gulf is acquiring is coming to it by assignment from J. R. Meeker and covers the S/2 of Section 34, Block 57, T-2, T&P RR Company Survey, Reeves County, Texas. This assignment has been forwarded to the County Clerk for recordation and a certified copy thereof requested which will be forwarded to you office immediately upon receipt of the same.

The two assignments discussed in our letter of May 10, 1956, were submitted to you by virtue of the fact that the examining attorney had no evidence that the same had ever been filed with your office.

We trust that this will complete your records in this regard.

Yours very truly,


ROBERT W. FULLER

RWF/dr


RECEIVED
MAY 23 1956
GENERAL LAND OFFICE

L

Li

M.

40133

Ltr from Gulf

File Dated 5-22-56

J. EARL RUDDER, COMR.

gmr



PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION ✓

CRUDE OIL DEPARTMENT

P. O. DRAWER 2100 · HOUSTON 1, TEXAS ✓

CRUDE OIL SUPPLY
DOMESTIC

DIVISION ORDER SECTION

E. L. HARDY

SUPERVISOR

L. P. RUTLEDGE

ASSISTANT SUPERVISOR

May 19, 1959

15
M - 40133

Sch 93089

Mr. Melvin Eckhoff
Assistant Director
Accounting and Auditing Division
General Land Office
Austin 14, Texas

Dear Sir:

Subject: Gulf Oil Corporation - A. T. Randolph et al
State Lease, Code 425-77890-340, Sabre Delaware
Field, Reeves County, Texas, D/O No. 12647.

Production has been obtained from the subject
lease, described as S/2 of Section 34, Block 57, T-2,
T&P RR Co. Survey, Reeves County, Texas.

Please advise the number which should be used
in making various reports to the State of Texas as well
as in accounting for the royalty interest in this lease.

Yours very truly,

E. L. HARDY

By

H. L. Skeans
H. L. Skeans

LS

RECEIVED

MAY 20 1959

General Land Office

7X

M. H. 40133

CORRESPONDENCE FILE

To Gulf Oil Corp.

From

Dated 5-19-59

May 26, 1959

Gulf Oil Corporation
P. O. Drawer 2100
Houston 1, Texas

Attention: Mr. H. L. Skeans

Re: State Lease M-40133
A. T. Randolph et al
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

In reply to your letter of May 19, you are advised that the General Land Office lease number to be used in connection with the captioned lease, your Code No. 425-77890-340, Division Order No. 12647, is M-40133.

Sincerely yours,

BILL ALLCORN, Commissioner

By

Melvin Eckhoff, Assistant Director
Accounting & Auditing Division

ME/mw

72 4
M. F. 40133

CORRESPONDENCE FILE

To Gulf Oil Corp.
From

Dated 5-26-59

August 13, 1959

Gulf Oil Corporation
P. O. Drawer 2100
Houston 1, Texas

RE: State Lease M-40133, S/2
of Sec. 34, T&P Ry. Survey,
Reeves County, Texas

Gentlemen:

According to the records of this office you completed your No. 2 well on April 30, 1959 and your No. 3 well on June 29, 1959 on the above captioned lease.

We would appreciate it very much if you would file a copy of the well log and Railroad Commission Form 2 for each well in this office for our records.

Sincerely yours,

BILL ALLCORN, COMMISSIONER

BY

John Allison, Director
Exploration and Development

JA/bs

5

M. F. 40133
CORRESPONDENCE IN "B" FILE
Letter to Gulf Oil Corp
FILED 8-13 1959
ALLCORN

COMMISSIONER

hs
CLERK

September 21, 1959

Gulf Oil Corporation
P. O. Box 1150
Midland, Texas

RE: State Lease M-40133, S/2 of
Section 34, T&P Survey,
Reeves County, Texas

Gentlemen:

According to the records of this office you completed your No. 2 well on April 30, 1959 and your No. 3 well on June 29, 1959. On February 20, 1959, you made application to the Railroad Commission to drill your No. 1 well on the captioned lease. We do not have a record showing that your No. 1 well was drilled.

If you have not already done so, we would appreciate it very much if you would file a copy of the Electric Well Log and Railroad Commission Form 2 in this office for our records for each well completed on this lease.

Sincerely yours,

BILL ALLCORN, COMMISSIONER

BY

John Allison, Director
Exploration and Development

JA/bs

6 40133
M. F. CORRESPONDENCE IN "B" FILE
Ltr to Gulf Oil Corp
FILED 9-21 19 59
ALLCORN

CLERK NER
hs
CLERK

24

RECEIVED

SEP 26 1959

General Land Office

GULF OIL CORPORATION
FORT WORTH PRODUCTION DIVISION
P. O. BOX 1150
MIDLAND, TEXAS

September 25, 1959

Commissioner of the General Land Office
Land Office Building
Austin 14, Texas

A0133
A0880

Dear Sir:

To complete your records, we enclose herewith your copy of Railroad Commission Forms listed below:

<u>FORM</u>	<u>DATE</u>	<u>LEASE & WELL NO.</u>	<u>FIELD</u>
2A & Elec. Log	9-5-58	Mabel Holland et al-State No. 1a	Troporo (Devonian)
2 & Elec. Log	4-19-59	A. T. Randolph et al-State No. 2	Sabre (Delaware)
2 & Elec. Log	6-20-59	A. T. Randolph et al-State No. 3	Sabre (Delaware)

W. C. TODT

hb

cc: EH-603
File

CD

27

M. E. _____
Lt. J. Gulf Oil Corp
FILED SEP 25 1959 19_____
Bill Allison
COMMISSIONER
#5
CLERK

RECEIVED
SEP 25 1959
OFFICE OF THE
COMMISSIONER

GULF OIL CORPORATION
FORT WORTH PRODUCTION DIVISION
P. O. BOX 1150
MIDLAND, TEXAS

m-40133
n-35816
24

October 2, 1959

RECEIVED

OCT - 3 1959

General Land Office

Commissioner of the General Land Office
Land Office Building
Austin 14, Texas

Dear Sir:

To complete your records, we enclose herewith your copy of Railroad
Commission Forms listed below:

<u>FORM</u>	<u>DATE</u>	<u>WELL</u>	<u>FIELD</u>
1	10-1-59	A. T. Randolph et al- State No. 5	Sabre (Delaware)
1	10-1-59	B. H. Grube-State No. 1	El Mar (Delaware)

W. C. TODT

hb

cc: H. Houston - 612
File

8

40133

M. F.

Sta. of Gulf Oil Corp

FILED

OCT 2 1959 19

Bill Allcorn

CC: MISSISSIPPI

HS



PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION

P. O. DRAWER 1150 • MIDLAND, TEXAS

40133

PORT WORTH
PRODUCTION DIVISION
December 17, 1959

Deputy Supervisor (2)
Railroad Commission of Texas
P. O. Box 1110
Midland, Texas

Dear Sir:

Our Form 1 (Application to Drill), dated 11-11-59 covering
Gulf's well as shown below, was approved by Permit dated 11-16-59.
The well will not be drilled at the approved location and we request that this
Permit be cancelled.

Lease A. T. Randolph et al-State (RRC No. 13724) Well No. 8

Field Sabre (Delaware)

Survey T&P RR Block 57, T-2 Section 34

Location 660' from South & West lines of Section 34, Block 57, T-2, T&P RR

Survey.

County Reeves

Yours very truly, DEC 19 1959

GULF OIL CORPORATION General Land Office

By: W. C. Todt
W. C. TODT
District Production
Manager

9

M. F. 40133
Ltr fr Gulf Oil Corp
FILED DEC 17 1959
K. S. [Signature]
X5
CLERK

MEMO

OPERATOR

Gulley Oil Comp.

ADDRESS

Drauer 1290 ft north

RE: MF

40133

Lease Name

Randolph A.T. State

Field

Sabre - Delaware

County(ies)

Reeves

REQUEST:

Daily Gauges for

____ / ____

Run Tickets for

____ / ____

Daily Gauge Report(s) & Run Ticket(s) for

____ / ____

Oil or Gas Distillate Report (Form MA-1)

for

Gas Report (Form MA-2) for

(Co.) Oil Purchase

Statement(s) for

(Co.) Gas Purchase

Statement(s) for

Tank Table(s) for Tank(s) No(s).

6181 + 6182

Copy of Railroad Commission Form 3-266-A

for

REMARKS:

R&G

Mr. [Signature]

Aff.

Dej

Date

1-15-60

January 20, 1960

Gulf Oil Corporation
P. O. Drawer 1290
Fort Worth, Texas

Re: State Lease M-40133
Randolph, A. T. State Lease
Sabra-Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require that certain records be filed in the General Land Office on or before the twentieth day of each month for the preceding month when a lease is producing.

The files of this office show the below listed records have not been received. Please file these records in the near future:

Tank tables for tanks numbers 6181 & 6182.

Thank you for your cooperation.

Sincerely yours,

BILL ALLCORN, Commissioner

By
Melvin Eckhoff, Assistant Director
Accounting & Auditing Division

ME/nw
12/1/60

10.

M. F. 40133

CORRESPONDENCE FILE

To

Gulf Oil Corp.

~~From~~

Dated 1-20-60



GENERAL LAND OFFICE

AUSTIN 14, TEXAS

January 20, 1960

BILL ALLCORN
COMMISSIONER



RECEIVED

JAN 27 1960

General Land Office

Gulf Oil Corporation
P. O. Drawer 1290
Fort Worth, Texas

425-77890-340

Re: State Lease M-40133 - B
Randolph, A. T. State Lease
Sabre-Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require that certain records be filed in the General Land Office on or before the twentieth day of each month for the preceding month when a lease is producing.

The files of this office show the below listed records have not been received. Please file these records in the near future:

Tank tables for tanks numbers 6181 & 6182.

ok

Thank you for your cooperation.

Sincerely yours,

BILL ALLCORN, Commissioner

By

Melvin Eckhoff, Assistant Director
Accounting & Auditing Division

Photos
1-25-60

MW/juj

11.

M. F. 40133

CORRESPONDENCE FILE

To

Rec. Gulf Oil Corp.

From

Dated 1-27-60



March 24, 1960

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas

RE: State Lease M-40133, S/2
Section 34, T&P Survey,
Reeves County, Texas

Gentlemen:

Our records indicate that at one time application was made to the Railroad Commission of Texas by the Gulf Oil Corporation for a permit to drill on the state lease covering the S/2 of Section 34, its #8 well, said well to be located 660' out of the SW/4 of the section. By letter dated December 17, 1959, the application for location permit was withdrawn.

Due to subsequent development in this area we believe it is economically feasible for the Gulf Oil Corporation to drill the #8 as proposed. This location would place the well between the TKL Oil Corporation #3-J Reeves Fee which is prorated at twelve (12) barrels limited and the Gulf Oil Corporation's #6 which is prorated at twenty five (25) barrels limited.

I respectfully request that you consider drilling the #8 well as originally proposed.

Sincerely yours,

BILL ALLCORN, COMMISSIONER

BY

John Allison, Director
Exploration and Development

JA/bs

cc: James Weatherby

12
M. F. 40133
CORRESPONDENCE IN "B" FILE
Ltr to Gulf Oil Corp
FILED 3-24 1960

BILL ALLCORN

COMMISSIONER

hs
CLERK

MEMO

OPERATOR GULF OIL CORP.
ADDRESS P.O. DRAWER 2100
HOUSTON, TEXAS
RE: MF 40133
Lease Name A. T. RANDOLPH ET AL
Field JABRE DELAWARE
County(ies) REEVES

REQUEST:

Daily Gauges for _____ / _____

Run Tickets for _____ / _____

Daily Gauge Report(s) & Run Ticket(s) for
_____ / _____Oil or Gas Distillate Report (Form MA-1)
for _____Gas Report (Form MA-2) for Dec. 59_____

(Co.) Oil Purchase
Statement(s) for __________
(Co.) Gas Purchase
Statement(s) for _____

Tank Table(s) for Tank(s) No(s). _____

Copy of Railroad Commission Form 3-266-A
for _____

REMARKS:

No royalty recd. for
this month, ~~either~~

R&G _____ Aff. gfw Date 5-3-60
11-59

May 3, 1960

Gulf Oil Corporation
P. O. Drawer 2100
Houston, Texas

Re: State Lease M-40133
A. T. Randolph et al Lease
Sabre Belaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require that certain records be filed in the General Land Office on or before the twentieth day of each month for the preceding month when a lease is producing.

The files of this office show the below listed records have not been received. Please file these records in the near future:

Gas Report (Form MA-2) for December, 1959.

Thank you for your cooperation.

Sincerely yours,

BILL ALLCORN, Commissioner

By

Melvin Eckhoff, Assistant Director
Accounting & Auditing Division

AJW/jnj

13.

M. F. 40182

CORRESPONDENCE FILE

To

Gulf Oil Corp.

From

Dated 5-3-60



PETROLEUM AND ITS PRODUCTS

GULF OIL CORPORATION

GULF BUILDING

P. O. DRAWER 2100 · HOUSTON 1, TEXAS

May 11, 1960

E. SCHAEFER
MANAGER

DATA PROCESSING
CENTER

Commissioner
General Land Office
State of Texas
Austin 14, Texas

Attention: Mr. Melvin Eckhoff

Dear Sir:

We are in receipt of your letter of May 3, 1960 wherein you requested information regarding payment of State royalty on the A. K. Randolph et al Lease, Sabre Delaware Field, Reeves County, Texas, State Lease No. M-40133 for the month of December 1959.

In reviewing our records we find that we have omitted payment for this lease. Attached you will find our checks totaling \$9.21, along with properly executed Form MA-2.

We sincerely regret any inconvenience this oversight may have caused you.

Yours very truly,


E. B. BACARISSE

GNB/hc

Attach.

60471

60472

RECEIVED

MAY 12 1960

General Land Office

14

M. F. 40133

CORRESPONDENCE FILE

To *Gulf Oil Corp.*

From

Dated 5-11-60

m

June 21, 1960

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas

RE: State Lease M-40133, S/2
Sec. 34, T&P Survey,
Reeves County, Texas

Gentlemen:

On March 24, 1960, I wrote to you pertaining to an application which the Gulf Oil Corporation had previously made to the Railroad Commission for a permit to drill your #8 well in the S/2 of Section 34, T&P Ry. Survey, Reeves County, Texas. I believe this application was withdrawn by letter dated December 17, 1959.

In my letter I stated that subsequent development in the area led me to believe that it is now economically feasible for the Gulf Oil Corporation to drill a well at the location previously submitted in the application to drill the #8 well. The location would place the well between the TXL Oil Corporation #3-J Reeves Fee which has a twelve (12) barrel limited allowable and the Gulf Oil Corporation #6 prorated at twenty five (25) barrels limited.

Apparently, I have not received a reply to this letter, however, it is possible that a reply was received in this office but for some reason has failed to reach my desk. I respectfully request that you review any information you have on file pertaining to the development in this area and let me know whether you still feel that it is not feasible to drill a well at this location.

Sincerely yours,

BILL ALLCORN, COMMISSIONER

BY

John Allison, Director
Exploration and Development

JA/be

cc: James Weatherby

15.

M. F. 40133

CORRESPONDENCE IN "B" FILE

Ltr to Gulf Oil Corporation

FILED 6-21 1960

BILL ALLCORN

COMMISSIONER

ls
CLERK



PETROLEUM AND ITS PRODUCTS

ROSWELL DISTRICT

W. A. SHELLSHEAR
District Manager

F. O. MORTLOCK
District Exploration Manager

M. I. TAYLOR
District Production Manager

G. A. PRICE
District Services Manager

GULF OIL CORPORATION

P. O. DRAWER 669 • ROSWELL, NEW MEXICO

July 1, 1960

24
RECEIVED
JUL -5 1960

General Land Office

General Land Office
Mr. John Allison, Director
Exploration and Development
Austin 14, Texas

Re: State Lease M-40133, S/2
Section 34, T&P Survey,
Reeves County, Texas

Gentlemen:

We have your letter of June 21, 1960 on the above subject, however, our files reflect that we have not received your letter of March 24, 1960. Since the latest letter was addressed to our Midland Office, it is possible the earlier letter was not forwarded to us. We wish to advise, however, that Gulf has drilled its A. T. Randolph et al State Well No. 8 at a location 660 feet from the south line and 660 feet from the west line of Section 34, Block 57, Township 2, T&PRR Survey, Reeves County, Texas. This well is now testing in preparation for completion. With the completion of this well, the subject lease will be fully developed.

Due to a realignment of our operating districts, the north half of Culberson and Reeves County, all of Loving and Winkler Counties are under the jurisdiction of the Roswell District. Future correspondence concerning properties in these areas should be addressed to Gulf Oil Corporation, Post Office Box 669, Roswell, New Mexico.

Should you desire any additional information, we will be happy to furnish it upon request.

Yours very truly,

W. A. Shellshear

OKG:ers

M. F. 40133
CORRESPONDENCE IN "B" FILE
Ltr. fr. Gulf Oil Corp.
FILED 7-5 1960

BILL ALLCORN

COMMISSIONER

lis
CLERK



0037

GENERAL LAND OFFICE

AUSTIN 14, TEXAS

January 2, 1962

JERRY SADLER
COMMISSIONERGulf Oil Corp.
P. O. Box ~~669~~ 1938
Roswell, New Mexico

423-77890-340-0

For tank tabs
P. O. Drawer 2100
Houston, Texas
Gentlemen:Re: State Lease M-40133
A. T. Randolph et al
Sabre-Delware Field
Reeves County, TexasRECEIVED
JAN 11 1962
General Land Office

This is to advise that the statutes require that certain records be filed in the General Land Office on or before the twentieth day of each month pertaining to production of the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Tank Table for Tank No. 6348.

Please file these records at the earliest possible time.
Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, Commissioner

By *Walton F. Pennell*
Walton F. Pennell, Director
Accounting & Auditing Division

WFP/vp

January 2, 1962

Gulf Oil Corp.
P. O. Box 669
Roswell, New Mexico

Re: State Lease M-40133
A. T. Randolph et al
Sabre-Delware Field
Reeves County, Texas

Gentlemen: '13

This is to advise that the statutes require that certain records be filed in the General Land Office on or before the twentieth day of each month pertaining to production of the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Tank Table for Tank No. 6348.

Please file these records at the earliest possible time.
Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, Commissioner

By

Walton F. Pennell, Director
Accounting & Auditing Division

WFP/vp

17.

M. F. 40133

CORRESPONDENCE FILE

To

Gulf Oil Corp.

~~From~~

Dated 1-2-62

FOX & RANSDALL

Oil Operators

ABILENE, TEXAS

JAMES FOX
R. E. RANSDALL

April 12, 1962

B. H. BONEY
GEOLOGISTGeneral Land Office
Austin 14, TexasIn re: A. T. Randolph Lease
Section 40, Block 57, Tsp. 2
T&P Ry. Company Survey, Saber
Area, Reeves County, Texas

Attention: Mr. Jerry Sadler

Dear Sir:

74352

Please find check in the amount of \$3.00 to cover recording fee for the enclosed Assignment in above matter.

At the time this instrument was requested, it was my understanding that it was for your files only. Thank you for calling this to my attention.

Please record and return to us at earliest convenience.

Yours truly,

FOX & RANSDALL


Mrs. Jarrell Hale
By: Secretary - Mrs. Jarrell Hale

JOF:h

RECEIVED

APR 13 1962

General Land Office

ck 3.00

60709



GENERAL LAND OFFICE

AUSTIN 14, TEXAS

JERRY SADLER
COMMISSIONER

April 11, 1962

Fox & Ransdell
620 First National Bank Building
Abilene, Texas

Attention: Mr. James Fox

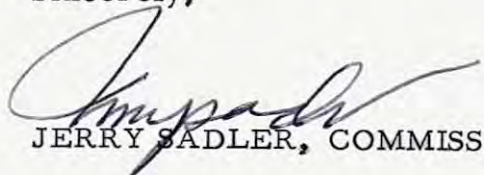
RE: A. T. Randolph Lease
Section 40, Blk. 57, Tsp. 2,
T&P RY. CO. Survey, Saber Area,
Reeves County, Texas.

Gentlemen:

In reviewing our Suspense file we find that we have not as yet received the \$3.00 filing fee requested in our letter to you of October 13, 1961.

We are unable to file the instrument you have submitted, showing Fox & Ransdell as Assignees, without the Statutory Fee, and for this reason, we are herewith returning the certified copy of the Assignment to you.

Sincerely,


JERRY SADLER, COMMISSIONER

JS/rhk

Enclosure

RECEIVED
APR 13 1962

General Land Office

①8
M. F. 40133

CORRESPONDENCE FILE

To *Joy & Ransdell*
From

Dated 4-12-62
la

REC-11
11 990

April 19, 1962

Fox & Ransdell
620 First National Bank Building
Abilene, Texas

Attention: Mrs. Jarrell Hale

RE: Our Lease M-40133
Section 40, Blk. 57, Tsp. 2,
T&P RY. CO. Survey, Reeves
County, Texas

Gentlemen:

The certified copy of Assignment of Oil & Gas Lease affecting the above captioned tract, enclosed with your letter of April 12, 1962, has been filed in our records.

Your \$3.00 remittance has been applied as the filing fee due thereon.

Sincerely,

JERRY SADLER, COMMISSIONER

JS/rhk

(19)

M. F. 40133

CORRESPONDENCE FILE

To Jox + Ransdelf
From

Dated 4-18-63

la

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

October 25, 1962

W. B. Hopkins
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico

A. T. Randolph et al, State Lease
No. M-40133, Gulf Lease No. 0-21638-00
Reeves County, Texas

Commissioner, General Land Office
State of Texas
Austin 14, Texas

RECEIVED
OCT 29 1962

Gentlemen:

Rental accruing January 21, annually is being
paid in accordance with Paragraph 8 of Lease and Arti-
cle 5368.

Will you please advise this office whether
\$0.10 per acre is adequate rental for period beginning
January 21, 1963.

Yours very truly,

H. C. Vivian

H. C. Vivian

RMH:dch



20.

M. F. 40133

CORRESPONDENCE FILE

~~To~~

Gulf Oil

From

Dated 10-25-62

October 30, 1962

Gulf Oil Corporation
P. O. Drawer 1938
Roswell, New Mexico

Attention: Mr. H. C. Vivian

Re: State Lease M-40133
Your No. 0-21638-00
320 acres, S/2 Sec. 34,
T&P Ry. Co.
Reeves County, Texas

Gentlemen:

This will acknowledge receipt of your letter dated October 25, 1962, regarding rental on the captioned lease.

Please be advised that the above lease is producing. Therefore, ten cents (10¢) an acre is adequate as rental for period beginning January 21, 1963, on the captioned lease.

If you have any questions regarding this matter, please feel free to call on us.

Sincerely yours,

JERRY SADLER, Commissioner

By

Watton F. Pennell, Director
Accounting & Auditing Division

WFP/gv

21.

M. F. 40133

CORRESPONDENCE FILE

To

Self Ad.

From

Dated 10-30-62

M-40133

I. W. LOVELADY
AMERICAN BANK OF COMMERCE BUILDING
P. O. Box 3468
ODESSA, TEXAS

24

December 7, 1962

Commissioner of the General Land Office
Austin 14, Texas

Reference: State Lease M-40154

Gentlemen:

I am attaching the following information concern-
ing a dry hole drilled on the above referenced
State Lease:

1. Railroad Commission Form 1
2. Railroad Commission Form 2A
3. Railroad Commission Form 4
4. Gamma Ray-Neutron Log

RECEIVED

DEC 8 1962

General Land Office

If additional information is required please advise.

Very truly yours,


I. W. Lovelady

IWL/ps

cc: United States Smelting, Refining & Mining Co.
P. O. Box 1877
Midland, Texas

22-

M. F. 40133

CORRESPONDENCE FILE

To J. H. Lovelady
From

Dated 12-7-62

He

July 23, 1964

Gulf Oil Corporation
P. O. Box 1938
Roswell, New Mexico

RE: State Lease M-40133
A. T. Randolph et al
Sabre Field
Reeves County, Texas

Gentlemen:

A recent review of our records for the subject lease indicates gas royalty is underpaid \$6.77 for December, 1962.

According to your Gas Report (Form MA-2) for December, 1962, royalty of \$29.56 is due on the total value of \$581.20. However, we compute \$36.33 royalty is due instead of \$29.56, a difference of \$6.77.

Please review your records and if you concur, remit \$6.77. However, if you find this additional royalty has already been paid, please advise the check number, the total amount of the check, and the approximate date of mailing.

Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, Commissioner

By:

C. F. Niebuhr, Director
Finance, Audit and Investment

CFN:ct

M. F. ~~405/40133~~

CORRESPONDENCE FILE

To

23 Gulf Oil Corp.

From

Dated

7-23-64

August 29, 1969

Gulf Oil Corporation
P. O. Box 1938
Roswell, New Mexico 88201

RE: State Lease M-40133
A. T. Randolph, et al Lease
Sabre Field
Reeves County, Texas

Gentlemen:

Our records indicate that the gas royalty due the State for October, 1964 on the subject lease was overpaid in the amount of \$40.97.

It appears that the overpayment resulted due to the gas royalty being computed at 12.5% of the gross value instead of 6.25% as required by the lease contract.

We request that you review your records and if you find that this overpayment still exists, please make a gas royalty adjustment on your next royalty remittance for this lease.

Sincerely yours,

JERRY SADLER, COMMISSIONER

JS/ehh

(24)

M. F. 40133

CORRESPONDENCE FILE

To

From Gulpoil Corp

Dated 8-29-69

φ

Gulf Oil Company - U.S.

EXPLORATION AND PRODUCTION DEPARTMENT
ROSWELL DISTRICT

T. W. Kidd
DISTRICT MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
P. E. Wyche
DISTRICT EXPLORATION
MANAGER
H. A. Rankin
DISTRICT SERVICES MANAGER

P. O. Drawer 1938
Roswell, New Mexico 88201

September 4, 1969

General Land Office
State of Texas
Austin, Texas 78711

Attention: Mr. Jerry Sadler

Re: State Lease M-40133, A. T. Randolph et al
Your Letter Dated August 29, 1969

Gentlemen:

After reviewing our records, we agree with your findings.

Adjustments will be made and credit will be taken on
our August, 1969 production rendition.

Thank you for bringing this to our attention.

Yours very truly,



H. A. Rankin

JPL:dch



A DIVISION OF GULF OIL CORPORATION

RECEIVED
SEP 6 1969

General Land Office

(25)

M. F. 40123

CORRESPONDENCE FILE

To

From GOLF

Dated 9-6-69

SLS



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

May 16, 1973

Gulf Oil Corporation
P. O. Box 2100
Houston, Texas 77001

425-77890-340-0
327- #8041

RE: State Lease M-40133
A. T. Randolph etal Lease
Sabre Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Continental Oil Company Gas Purchase Statements for September, 1970 through March, 1971, June and July, 1971, October through December, 1971, and March, April and July, 1972.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

Bob Armstrong

Charles F. Whitsel

BY: Charles F. Whitsel, Supervisor
Finance, Audit and Investment

JS/glr

RECEIVED
JUL 13 1973
General Land Office

(26)

M. F. 40133
CORRESPONDENCE FILE

(To) Gulf Oil Corp
From

Dated 5-16-73 RP



July 16, 1973

Gulf Oil Corporation
P. O. Box 2100
Houston, Texas 77001

RE: State Lease M-40133
A. T. Randolph etal Lease
Sabre Field
Reeves County, Texas

Gentlemen:

Enclosed is a xerox copy of our letter to you dated May 16, 1973 and as of this date we have not received a reply to this letter.

Your prompt attention to this matter is requested.

Sincerely yours,

Bob Armstrong

BY: Charles F. Whitsel, Supervisor
Finance, Audit and Investment

JS/glc
Enclosure

(27)

M. F. 40133

CORRESPONDENCE FILE

To Gulf Oil

From

Dated 7-16-73 gc



Gulf Oil Company - U.S.

LAW DEPARTMENT

Claude E. Upchurch
ATTORNEY

May 14, 1974

P. O. Box 1150
Midland, Texas 79701

Honorable Bob Armstrong
Commissioner
General Land Office
Stephen F. Austin Building
Austin, Texas 78701

Attention: Mr. Jack Howard, Director
Exploration & Development Division

Re: Proposed Randolph-State Gas Unit
Reeves County, Texas

Dear Sir:

Gulf Oil Corporation, as the owner and holder of an oil and gas lease on the S/2 of Section 34, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas, and Atlantic Richfield Company, as owner and holder of an oil and gas lease on the N/2 of Section 34, propose to unitize the leases and the royalty interests thereunder for the purpose of forming a gas proration unit consisting of all of said Section 34 and to be known as the Randolph-State Gas Unit.

Gulf, as Operator, is at the present time engaged in the drilling of a well located 1980 feet from the West line and 1320 feet from the South line of Section 34. This well is projected to the Fusselman formation in the Chapman Deep Field of Reeves County, Texas.

Enclosed herewith are three copies of a proposed Pooling Agreement and we request that this matter be placed on the agenda for a hearing before your Pooling and Unitization Committee and ultimate submission to the School Land Board. For use by your Committee, we are also enclosing three copies of a Subsurface and Seismic Structure Map on the Top of the Fusselman Formation covering this area.

If anything additional is needed for consideration of this proposal, please let me know.

Sincerely yours,


Claude E. Upchurch



CEU:nb

Enclosures

A DIVISION OF GULF OIL CORPORATION

(28)

M-40133

Ltr fr

Gulf Oil Co. - U. S.

Dated 5-14-7492

May 21, 1974

Gulf Oil Corporation
P. O. Box 1150
Midland, Texas 79701

Attention: Mr. Claude E. Upchurch

Re: Randolph-State Gas Unit
Chapman Field, Reeves County
M-40133 (S/2 of Sec. 34)
M-48344 (N/2 Sec. 34)

So. Keystone Silurian Gas Unit
Keystone Field, Winkler County
M-19913

Dear Mr. Upchurch:

At its regular meeting of May 21, 1974, the School Land Board approved the captioned pooling agreements with the condition that full market price be received and that sixty-day notice be hereby given that the Board desires at its option to take the State's share of royalty in kind.

Please submit fully executed copies of each agreement at your earliest convenience.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf

(29)

M-40133

ltr to

Gulf oil corp.

dated 5-21-74 gm

Gulf Oil Company - U.S.

LAW DEPARTMENT

RECEIVED

SEP 27 1974

General Land Office

Claude E. Upchurch
ATTORNEY

September 26, 1974

P. O. Box 1150
Midland, Texas 79701

Honorable Bob Armstrong,
Commissioner
General Land Office
Austin, Texas 78701

Re: Randolph-State Gas Unit
Chapman Field, Reeves County
✓ M-40133 (S/2 of Sec. 34)
✓ M-48344 (N/2 of Sec. 34)

Dear Sir:

At its regular meeting on May 21, 1974, the School Land Board approved the pooling agreement covering the captioned unit and we were requested to submit the fully executed agreement for execution on behalf of the State of Texas.

Because of the number of surface owners involved, it has taken us some time to secure full execution; however, four copies of this agreement, executed on behalf of the Lessees and the owners of the soil, are transmitted herewith for your execution on behalf of the State of Texas.

We will appreciate your returning three executed copies to us for handling with the other owners.

Sincerely yours,


Claude E. Upchurch

CEU:nb
Enclosures

cc: Mr. J. A. Hord
Mr. J. L. Pike
Gulf Oil Company - U.S.
Midland, Texas 79701



A DIVISION OF GULF OIL CORPORATION

(30)

M-40133

Ltr fr

Gulf oil co. - U. S.

dated 9-26-74 gm

October 30, 1974

Gulf Oil Company, U. S.
P. O. Box 1150
Midland, Texas 79701

Attn: Claude E. Upchurch

Re: Randolph-State Gas Unit
Chapman Field, Reeves County
M-40133 (S/2 of Sec. 34)
M-48344 (N/2 of Sec. 34)

Dear Mr. Upchurch:

Enclosed is the original and two copies of the captioned unit agreement, fully executed by the Commissioner of the General Land Office. A copy has been retained for our files.

If we may be of further service, please advise.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf
Enclosures

(31)

M-40133

Ltr to

Gulf oil co.-U.S.

Dated 10-30-74 gsd



June 24, 1976
GLO 9123

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79701

RE: State Lease M40133 & 48324
Randolph State Unit
Chapman Field
Reeves County, Texas

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Harry T. Finnell". The signature is written in a cursive style with a large, prominent initial "H".

Harry T. Finnell, Supervisor Gas Contracts
Resource Accounting
Telephone No. 512-475-4541
HF/glc
Enclosure

M. F. 70133

(32)

CORRESPONDENCE FILE

To Guly

~~From~~

Dated 6-24-76

121

~~JS~~
~~H~~
File

Gulf Energy and Minerals Company - U. S.

PRODUCTION DEPARTMENT
MIDLAND DISTRICT

B. L. Choate
DISTRICT PRODUCTION MANAGER
R. F. Ward, Jr.
DISTRICT OPERATIONS MANAGER
C. E. Fields
DISTRICT SERVICES MANAGER
A. J. Evans, Jr.
DISTRICT ENVIRONMENTAL, SAFETY,
AND JOINT OPERATIONS MANAGER
J. C. Howard
DISTRICT EMPLOYEE RELATIONS MANAGER

P. O. Drawer 1150
Midland, Texas 79701

July 20, 1976

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Mr. Harry T. Finnell

RE: State Lease M-40133 & M-48344
Randolph State Unit, Chapman
Field, Reeves County, Texas

Gentlemen:

The Randolph State Unit is selling gas under a sales and transportation agreement with Lo-Vaca Gathering Company. This lease has been developed since we filed copies of the contract and the original brief with you. Attached for your convenience is a copy of the original brief with the subject "M" numbers added. We are also attaching a copy of the current letter admendment.

The provision of this contract provides for a review of the price every six (6) months and we will forward copies of the price amendments as soon as we receive them.

Yours very truly,

L. W. Belling
for C. E. FIELDS

GNB:mw
Attachments

RECEIVED

JUL 22 1976

General Land Office



33

M. E. 40133

CORRESPONDENCE FILE

To Gulf Oil Corp

From

Dated 7-20-76

October 25, 1976
GLO 779

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79701

RE: State Lease M-40133 et al
Warwink, Ozona, and Rojo Caballos Fields
Mard County, Texas
Contract Number 810

Gentlemen:

The Gas Transportation and Purchase Agreement between you, as seller, and
Lo Vaca, as buyer, dated May 17, 1974, which includes the above State Leases
is due to be renegotiated on January 1, 1977.

Please furnish this office a copy of the document covering gas sales after
January 1, 1977. If it is your intent not to renegotiate at this time,
please advise.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

M. F. 401 33 (34)

CORRESPONDENCE FILE

To Gulf oil corporation

From

Dated 10-25-76



December 17, 1976

Gulf Oil Corporation
P. O. Box 1150
Midland, Texas 79701

ATTENTION: MR. GRAHAM BEVEL

RE: State Leases M-40133 and M-48344
A. T. Randolph etal Lease
Chapman Deep Fusselman-Atoka Field
Reeves County, Texas

Gentlemen:

On July 1, 1975, this office received a payment of \$105,385.82 (See enclosed royalty summary note) for the subject leases. In the summary note you state the payment to be for May, 1975. We, however, do not show this amount due for May, 1975.

Please send this office a detailed explanation of the payment in question including MCF, gross value, royalty due the State and the amount due each month if different from May, 1975. Your immediate and complete cooperation on this matter will be greatly appreciated.

Sincerely yours,

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-475-2858
MNN/glc
Enclosure

35

M. F. 40133

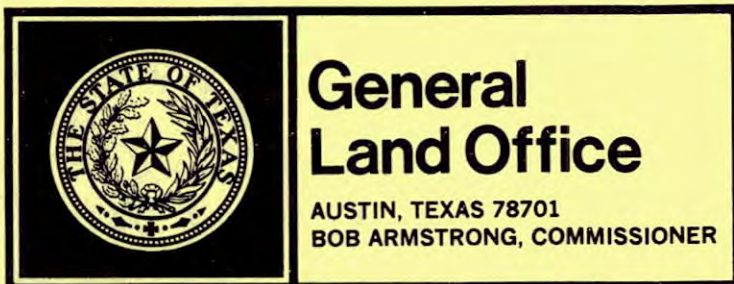
CORRESPONDENCE FILE

To

Gulf Oil

From

Dated 12-17-76 gr



January 17, 1977

Gulf Oil Corporation
P. O. Box 1150
Midland, Texas 79701

SECOND REQUEST

ATTENTION: MR. GRAHAM BEVEL

RE: State Leases M-40133 and M-48344
A. T. Randolph etal Lease
Chapman Deep Fusselman-Atoka Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated December 17, 1976 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure

MNN/glc

(37)

M. F. 40133
CORRESPONDENCE FILE

To Gulf Oil

From

Dated 1-17-77 g

B

March 3, 1977
GLO 779

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79701

RE: State Lease M-40133 et al
Marwink, Ozona, and Rojo Caballos Fields
Ward County, Texas
Contract Number 810

Gentlemen:

This refers to our original letter dated October 25, 1976 and your reply of November 18, 1976 concerning your contract with Lo Vaca that was subject to possible renegotiation on January 1, 1977.

If negotiations have been finalized, please forward a copy of the document covering sales after January 1, 1977. If negotiations continue, please advise the estimated completion date.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

38

M. F. 10133

CORRESPONDENCE FILE

To *Gulley Oil Corp*
From

Dated *March 3, 1917*

March 11, 1977
GLO 779

Gulf Energy & Minerals Company, U.S.A.
P. O. Drawer 1150
Midland, Texas 79701

ATTENTION: L. W. Boling

RE: 40133, 48344, 51932, 55413, 62231, 62232, 63141, and 64122
Warwick, Chapman, Ozona, and Rojo Caballos Fields
Ward, Pecos, and Reeves Counties, Texas
Lo Vaca Contract Number 5201-365

Gentlemen:

Your letter dated March 4, 1977 enclosed an Amendment establishing the price of \$1.95 effective July 1, 1976 for leases 40133 and 48344.

Our letters dated October 25, 1976 and March 3, 1977 requested the Amendments to the above Lo Vaca Contract establishing the price to be effective January 1, 1976.

Please send this Amendment.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

(39)

M. F. 40133

CORRESPONDENCE FILE

To Guy Oil Corp

From

Dated 3-11-77

121
March 4, 1977

Director of Energy Resources
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Mr. Harry T. Finnell, Supervisor
Resources Accounting

RE: State Lease M-48344 and 40133
A. T. Randolph et al State Lease
Chapman Deep Fusselman Field
Chapman Deep Atoka Field
Reeves County, Texas

Gentlemen:

Enclosed please find an amendment to Gulf Contract Number 5201-365 and an amended Gas Contract Brief Form MA-5. This contract amendment provides for the addition of said leases to the original contract properties.

Our files indicate that Gas Purchase Contract Number 5201-365 and corresponding Gas Contract Brief Form MA-5 have been previously forwarded to your office.

We hope the enclosed information will meet with your request. If, however, you should require additional information, please do not hesitate to contact us.

Very truly yours,

C. E. FIELDS

ORIGINAL
6-21-77 BY L. W. BOLING

BY

L. W. BOLING

MGW:mw
encl.

40

M. P. 40133

CORRESPONDENCE FILE

T6 Guley

From

Dated 3-19-77

Gulf Energy and Minerals Company - U. S.

MIDLAND DISTRICT

C. E. Fields
DISTRICT FINANCIAL MANAGER
J. C. Howard
DISTRICT HUMAN RESOURCES MANAGER

March 4, 1977

P. O. Drawer 1150
Midland, TX 79701

121
Director of Energy Resources
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Mr. Harry T. Finnell, Supervisor
Resources Accounting

RE: State Lease M-48344 and 40133
A. T. Randolph et al State Lease
Chapman Deep Fusselman Field
Chapman Deep Atoka Field
Reeves County, Texas

Gentlemen:

Enclosed please find an amendment to Gulf Contract Number 5201-365 and an amended Gas Contract Brief Form MA-5. This contract amendment provides for the addition of said leases to the original contract properties.

Our files indicate that Gas Purchase Contract Number 5201-365 and corresponding Gas Contract Brief Form MA-5 have been previously forwarded to your office.

We hope the enclosed information will meet with your request. If, however, you should require additional information, please do not hesitate to contact us.

Very truly yours,

C. E. FIELDS

BY

L. W. Boling
L. W. BOLING

MCW:mw
encl.



A DIVISION OF GULF OIL CORPORATION

(41) M. P. 40133

CORRESPONDENCE FILE

To Greydie Corp

From

Dated 3-8-77

April 26, 1977
GLO 779

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79702

ATTENTION: Graham Bevel

RE: State Leases M-40133 et al
Warwink, Ozona, Rojo Caballos, Quito, and Chapman Fields
Ward, Pecos, and Reeves Counties, Texas
Contract Number 5201-365

Gentlemen:

The Gas Transportation and Purchase Agreement between you, as seller, and
Lo Vaca, as buyer, dated May 17, 1974, includes the above State Leases.
The price is due to be renegotiated on July 1, 1977.

Please furnish this office a copy of the document covering gas sales after
July 1, 1977. If it is your intent not to renegotiate at this time, please
advise.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/lg

(42)

M. F. 40133

CORRESPONDENCE FILE

To *Smey Ltd Corp.*

From

Dated 4-26-77

J.F.
H.F.
F. 12

Gulf Energy and Minerals Company - U.S.

SOUTHWEST DIVISION

J. L. Huitt
VICE-PRESIDENT
C. E. Fields
COMPTROLLER
R. E. Galvin
GENERAL MANAGER-PRODUCTION
J. A. Hord
GENERAL MANAGER-EXPLORATION

P. O. Drawer 1150
Midland, TX 79702

August 2, 1977

121
Director of Energy Resources
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

RE: State Leases M-40133 et al
Warwink, Ozona, Rojo Caballos,
Quito and Chapman Fields
Ward, Pecos and Reeves Counties,
Texas, Contract Number 5201-365

Gentlemen:

Attached please find a copy of a letter from Lo-Vaca Gathering Company regarding a price renegotiation on the above referenced contract between Lo-Vaca as Buyer and Gulf as Seller.

Also attached please find an amended Gas Contract Brief Form MA-5 covering this price change.

We hope the enclosed information will meet with your request. If, however, you should require additional information, please do not hesitate to contact us.

Very truly yours,

C. E. FIELDS

BY

L. W. Boling
L. W. BOLING

MGW:mw
Attachments



A DIVISION OF GULF OIL CORPORATION

(43) M. F. 40,33

CORRESPONDENCE FILE

① Gulf Energy & Minerals
From

Dated 8-4-77

STATE LEASE M 40133/M 48344

CHAPMAN DEEP ATOKA & FUSSELMAN FIELDS

RANDOLPH STATE GAS UNIT #1 LEASE

OPERATOR: GULF OIL CORPORATION

COLUMN WRITE IN		1	2	3	4	5	6		
		GROSS	ROYALTY	ADJUSTED	ADJUSTED	ADDITIONAL	ACCUMULATED		
		VALUE REPORTED	DUE/PAID	GROSS VALUE	ROYALTY DUE	ROYALTY DUE	SHORTAGE		
1	MAR 75- ATOKA	13930840	435339	13953520	436048	709	709	1	
2	✓ - FUSSELMAN	37763460	1180108	37828980	1182156	2048	2757	2	
3	APR 75- ATOKA	17877860	558683	17903900	559496	813	3570	3	
4	✓ - FUSSELMAN	48931120	1529098	49023240	1531976	2878	6448	4	
5	MAY - ATOKA	15956500	498641	15981700	499428	787	7235	5	
6	✓ - FUSSELMAN	29190700	912209	29266300	914572	2363	9598	6	
7	JUN - ATOKA	22630179	707193	22656219	708007	814	10412	7	
8	✓ - FUSSELMAN	24375738	761742	24453858	764183	2441	12853	8	
9	AUG 75- ATOKA	23878915	746216	23948355	748386	2170	15023	9	
10	✓ - FUSSELMAN	26317174	822412	26525494	828922	6510	21533	10	
11	SEP - ATOKA	23560407	736263	23610807	737838	1575	23108	11	
12	✓ - FUSSELMAN	25208087	787753	25359287	792478	4725	27833	12	
13	OCT - ATOKA	23509320	734666	23561400	736294	1628	29461	13	
14	✓ - FUSSELMAN	28147432	879607	28303672	884490	4883	34344	14	
15	NOV - ATOKA	21786767	680836	21854183	682943	2107	36451	15	
16	✓ - FUSSELMAN	28132725	879148	28332520	885391	6243	42694	16	
17	DEC - ATOKA	24686726	771460	24756462	773639	2179	44873	17	
18	✓ - FUSSELMAN	26347859	823371	26554313	829822	6451	51324	18	
19	MAR 76- ATOKA	21285086	665159	21355908	667372	2213	53537	19	
20	✓ - FUSSELMAN	31652712	989147	31861741	995679	6532	60069	20	
*21	APR - ATOKA	30420926	950654	30957428	967420	16766	76835	21	
*22	✓ - FUSSELMAN	39804224	1243882	40008382	1250262	6380	83215	22	
23	MAY - ATOKA	32788347	1024636	33430216	1044694	20058	103273	23	
24	✓ - FUSSELMAN	47777614	1493050	47990081	1499690	6640	109913	24	
25	JUN - ATOKA	31632332	988510	31974301	999197	10687	120600	25	
26	✓ - FUSSELMAN	47313963	1478561	47522993	1485094	6533	127133	26	
27	JUL - ATOKA	31786582	993331	31998834	999964	6633	133766	27	
28	✓ - FUSSELMAN	47628981	1488406	47875697	1496116	7710	141476	28	
29	AUG - ATOKA	31505988	984562	31518242	984945	383	141859	29	
30	✓ - FUSSELMAN	48713415	1522294	48928030	1529001	6707	148566	30	
31	SEP - ATOKA	18132305	566635	18201328	568792	2157	150723	31	
32	✓ - FUSSELMAN	26305365	822043	26512849	828527	6484	157207	32	
33	OCT - ATOKA	9356228	292332	9457443	295545	3163	160370	33	
34	✓ - FUSSELMAN	31796847	993651	32007503	1000234	6583	166953	34	
35	JAN 77- ATOKA	7932375	247887	8004915	250154	2267	169220	35	
36	✓ - FUSSELMAN	28202076	881315	28416432	888014	6699	175919	36	
37	FEB - ATOKA	11454665	357958	11782265	368196	10238	186157	37	
38	✓ - FUSSELMAN	49891723	1559116	50084941	1565154	6038	192195	38	
39	MAR - ATOKA	7228595	225894	7561059	236283	10389	202584	39	
40	✓ - FUSSELMAN	56735098	1772972	56930993	1779094	6122	208706	40	
41	APR - ATOKA	4555349	142355	4911916	153497	11142	219848	41	
42	✓ - FUSSELMAN	48547293	1517103	48757180	1523662	6559	226407	42	
43	MAY - ATOKA	3175445	99233	3546469	110827	11594	238001	43	
44	✓ - FUSSELMAN	41583202	1299475	41800306	1306260	6785	244786	44	
45	JUN - ATOKA	1076567	33643	1435622	44863	11220	256006	45	
46	✓ - FUSSELMAN	38629387	1207168	38839701	1213741	6573	262579	46	
47	JUL - ATOKA	760798	23775	1136518	35516	11741	274320	47	
48	✓ - FUSSELMAN	38049856	1189068	38266806	1195838	6780	281100	48	
49								49	
50								50	

April 17, 1979

Atlantic Richfield Company
Box 2819
Dallas, Texas 75221

ATTENTIO: GAS ROYALTY AND TAX REPORTING UNIT

RE: State Leases M-40133 and M-48344
Randolph-State Gas Unit #1
Chapman, Deep-Atoka and Fusselman Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2) and royalty payments, and LoVaca Gathering Company gas purchase statements received for the subject lease indicates for the period March, 1975 through July, 1977, gas royalty has been underpaid \$2,811.00. (See attached schedule.)

These underpayments have resulted from your apparent failure to report the royalty due on your 50% working interest for "Other Use On Lease" gas. The additional royalty due was derived from usage being reported by the Gulf Energy and Minerals Company - U.S. Perhaps your failure to report this MCF/Gross Value has been due to non-receipt of the necessary information from Gulf. We have asked Gulf to provide you this data to aid you in future reporting.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please forward a check for \$2,811.00 to pay this additional royalty due.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-8858
PS/glc
Enclosure
cc: Gulf Energy and Minerals Company
P. O. Box 1150
Midland, Texas 79702

44

M. F. 40133

CORRESPONDENCE FILE

To Alco

From

Dated 4-17-79g

M-40133 & 48344 STATE LEASES
 CHAPMAN DEEP - ATOKA & FUSSELMAN FIELDS
 A.T. RANDOLPH ET AL - STATE GAS UNIT

OPERATOR: GULF ENERGY & MINERALS CO

COLUMN WRITE	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)	PENALTY DUE AT 1% PER MONTH	
1	JUL 75 - ATOKA	39709		79418	14902462	931404		465702	465702		465702		1
2	- ✓ - FUSSELMAN	43873		87746	16166112	1010382		505191	505191		970893		2
3	AUG ✓ - ATOKA	496		248	34720	2170		4340	<2170>		968723		3
4	✓ ✓ ✓	42303		84606	15901254	993828		496914	496914		1465637		4
5	✓ ✓ - FUSSELMAN	1488		744	104160	6510		13020	<6510>		1459127		5
6	✓ ✓ ✓	48421		94846	17185650	1074103		548354	525749		1984876		6
7	SEP 75 - ATOKA	360		180	25200	1575		3150	<1575>		1983301		7
8	✓ ✓ ✓	41738		83476	15752940	984559		491967	492592		2475893		8
9	✓ ✓ - FUSSELMAN	1080		540	75600	4725		9450	<4725>		2471168		9
10	✓ ✓ ✓	45423		90846	16873018	1054563		527282	527281		2998449		10
11	OCT ✓ - ATOKA	372		186	26040	1628		3255	<1627>		2996822		11
12	✓ ✓ ✓	42107		84214	15898180	993636		496818	496818		3493640		12
13	✓ ✓ - FUSSELMAN	1116		558	78120	4883		9765	<4882>		3488758		13
14	✓ ✓ ✓	527911		101440	18840664	1177541		588771	588770		4077528		14
15	NOV ✓ - ATOKA	360		180	33708	2107		4214	<2107>		4075421		15
16	✓ ✓ - ✓	38635		77270	14470136	904383		452191	452192		4527613		16
17	✓ ✓ - FUSSELMAN	1080		540	99898	6244		12487	<6243>		4521370		17
18	✓ ✓ ✓	50540		101080	18699294	1168706		584353	584353		5105723		18
19	DEC ✓ - ATOKA	372		186	34867	2179		4358	<2179>		5103544		19
20	✓ ✓ - ✓	175108		87554	16412566	1025786		2051571	<1025785>		4077759		20
21	✓ ✓ - FUSSELMAN	1116		558	103227	6452		12903	<6451>		4071308		21
22	✓ ✓ ✓	189335		94668	17513106	1094569		2189127	<1094558>		2976750		22
23	JAN 76 - ATOKA	173414		86707	16253790	1015862		2031724	<1015862>		1960888		23
24	✓ ✓ ✓	25213		12607	2363264	147704		295396	<147692>		1813196		24
25	✓ ✓ - FUSSELMAN	186808		93404	17225200	1076575		2153152	<1076575>		736621		25
26	FEB ✓ - ATOKA	<25213>		<12607>	<2363264>	<147704>		<295396>	147692		884313		26
27	✓ ✓ - ✓	161151		80576	15104401	944025		1888050	<944025>		<59712>		27
28	✓ ✓ - FUSSELMAN	183758		91879	16944959	1059060		1805055	<745995>		<805707>		28
29	MAR ✓ - ATOKA	372		186	35411	2213		4426	<2213>		<807920>		29
30	✓ ✓ - FUSSELMAN	1116		558	104515	6532		13064	<6532>		<814452>		30

	Initials	Date
Prepared By		
Approved By		

COLUMN WRITE	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)		
1	APR 76 - ATOKA	2841		1421	268345	16772		33531	<16759>		<813211>		1
2	✓ ✓ - ✓	160431		80216	15148190	946761		1893512	<946751>		<1777962>		2
3	✓ - - FUSSELMAN	1080		540	102079	6380		12760	<6380>		<1784342>		3
4	✓ ✓ - ✓	211826		105913	20021264	1251329		2502658	<1251329>		<3035671>		4
5	MAY ✓ - ATOKA	3372		1686	320934	20059		40117	<20059>		<3055729>		5
6	✓ ✓ - ✓	171541		85771	16326724	1020420		2040828	<1020408>		<4076137>		6
7	✓ - - FUSSELMAN	1116		558	106233	6690		13279	<6639>		<4082776>		7
8	✓ ✓ - ✓	252979		126490	24081482	1505092		3010174	<1505082>		<5587858>		8
9	JUL ✓ - ATOKA	164446	.03125	166300	32204827	1006401		995181	11220		<5576638>		9
10	✓ - - FUSSELMAN	249380	✓	252192	47964396	1498887		1482174	16713		<5559925>		10
11	SEP ✓ - ATOKA	360		180	34512	2157		4314	<2157>		<5562082>		11
12	✓ ✓ - ✓	94864		47432	9094137	568384		1136767	<568383>		<6130465>		12
13	✓ - - FUSSELMAN	1080		540	103742	6484		12968	<6484>		<6136949>		13
14	✓ ✓ - ✓	139205		69603	13371235	835702		1671460	<835758>		<6972707>		14
15	OCT ✓ - ATOKA	528		264	50608	3163		6326	<3163>		<6975870>		15
16	✓ - - ✓	48901		24451	4687021	292939		585878	<292939>		<7268809>		16
17	✓ - - FUSSELMAN	1116		558	105328	6583		13166	<6583>		<7275392>		17
18	✓ ✓ - ✓	168362		84181	15890006	993125		1986251	<993126>		<8268518>		18
19	JAN 77 - ATOKA	372		186	36270	2267		4534	<2267>		<8270785>		19
20	✓ - - ✓	19591		20709	4038255	252391		238765	13626		<8257159>		20
21	✓ - - FUSSELMAN	99184		74890	14384497	899031		1190673	<291642>		<8548801>		21
22	✓ - - ✓	1116		558	109178	6699		13397	<6698>		<8555499>		22
23	FEB ✓ - ATOKA	1680		840	163800	10238		20475	<10237>		<8565736>		23
24	✓ - - ✓	27215		28269	5512455	344528		331683	12845		<8552891>		24
25	✓ - - FUSSELMAN	1008		504	96609	6038		12076	<6038>		<8558929>		25
26	✓ - - ✓	168972		127584	24455939	1528496		2024338	<495842>		<9054727>		26
27	MAR ✓ - ATOKA	1680		840	166232	10390		20779	<10389>		<9065160>		27
28	✓ - - ✓	17175		18155	3592784	224549		212428	12121		<9053039>		28
29	✓ - - FUSSELMAN	1008		504	97947	6122		12243	<6121>		<9059160>		29
30	✓ - - ✓	192149		145084	28195625	1762226		2333890	<571664>		<9630824>		30

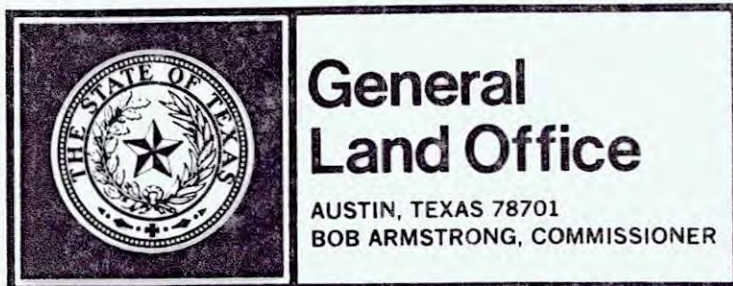
Initials Date
Prepared By
Approved By

COLUMN WRITE	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)		
1	APR 77 - ATOKA	1800		900	178283	11143		22285	<11142>		<9641966>		1
2	✓ - ✓	10824		11441	2266376	141648		134010	7638		<9634328>		2
3	✓ - FUSSELMAN	1080		540	104944	6559		13118	<6559>		<9640887>		3
4	✓ - ✓	164420		124146	24126534	1507908		1997086	<489178>		<10130065>		4
5	MAY - ATOKA	1860		930	185512	11595		23189	<11594>		<10141659>		5
6	✓ - ✓	7485		7913	1578446	98652		93317	5335		<10136329>		6
7	✓ - FUSSELMAN	1116		558	108552	6785		13569	<6784>		<10143108>		7
8	✓ - ✓	140691		106230	20665719	1291607		1710605	<418998>		<10562106>		8
9	JUN - ATOKA	1800		900	179528	11221		22441	<11220>		<10573326>		9
10	✓ - ✓	2553		2699	538383	33648		31829	1819		<10571507>		10
11	✓ - FUSSELMAN	1080		540	105157	6572		13145	<6573>		<10578080>		11
12	✓ - ✓	131360		99320	19341080	1208818		1598774	<389956>		<10968036>		12
13	JUL - ATOKA	1860		930	187860	11741		23483	<11742>		<10979778>		13
14	✓ - ✓	1804		1907	385214	24076		22775	1301		<10978477>		14
15	✓ - FUSSELMAN	1116		558	112716	7095		13559	<6514>		<10984991>		15
16	✓ - ✓	129389		97697	19734794	1233424		1573077	<338653>		<11323644>		16
17													17
18													18
19	MAR 75 - ATOKA	324		162	11340	709		1418	<709>		<1324353>		19
20	✓ - ✓	99506		49753	6877412	429838		859676	<429838>		<1754191>		20
21	✓ - FUSSELMAN	936		468	32760	2048		4095	<2047>		<11756238>		21
22	✓ - ✓	269739		134870	18492026	1155751		2311895	<1156144>		<12912982>		22
23	APR - ATOKA	372		186	13020	814		1628	<814>		<12913196>		23
24	✓ - ✓	127699		63850	8834988	552187		1104364	<552177>		<13466373>		24
25	✓ - FUSSELMAN	1316		658	46060	2879		5758	<2879>		<13468252>		25
26	✓ - ✓	349508		174754	23789262	1486829		2973657	<1486828>		<14955080>		26
27	MAY 75 - ATOKA	360		180	12600	787		1575	<788>		<14955868>		27
28	✓ - ✓	113975		56988	7885430	492839		985670	<492831>		<15448679>		28
29	✓ - FUSSELMAN	1080		540	37800	2363		4725	<2362>		<15451061>		29
30	✓ - ✓	208505		104253	14191961	886997		1773987	<886990>		<16338051>		30

STATE LEASE M-40133 & M48344 OPERATOR
CHAPMAN DEEP - ATOKA FIELD GULF ENERGY & MINERALS CO.
RANDOLPH-STATE GAS UNIT, WELL # 2

COLUMN WRITE	1		2		3		4		5		6	
	MONTH	GROSS VALUE	ROYALTY	ROYALTY	ADDITIONAL	ACCUMULATED	PENALTY DUE					
			DUE %	PAID	ROYALTY DUE	SHORTAGE	AT 1% PER MONTH					
1	NOV 76	20725796	1295362	-0-	1295362	1295362						1
2	DEC ✓	23527792	1470487	-0-	1470487	2765849						2
3	JAN 77	21452145	1340759	-0-	1340759	4106608						3
4	FEB ✓	17691960	1105748	-0-	1105748	5212356						4
5	MAR ✓	19028000	1189250	-0-	1189250	6401606						5
6	APR ✓	15369601	960600	-0-	960600	7362206						6
7	MAY ✓	11271734	704483	-0-	704483	8066689						7
8	JUN ✓	11021592	688850	-0-	688850	8755539						8
9	JUL ✓	7423500	463969	-0-	463969	9219508						9
10												10
11												11
12												12
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#2



April 17, 1979

Gulf Energy and Minerals Company - U.S.
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. J. R. WILLIAMSON

RE: State Leases M-40133 and M-48344
A. T. Randolph et al - State Gas Unit and Randolph-State Gas Unit Well #2
Chapman, Deep-Atoka and Fusselman Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2) and royalty payments, and LoVaca Gathering Company gas purchase statements received for the subject leases indicates for the period March, 1975 through July, 1977, gas royalty has been overpaid \$71,185.43. (See attached schedule.)

These overpayments are caused primarily by your office paying 100% of the total production while Atlantic Richfield paid their 50% working interest. During our examination we also noted some underpayments which appear to have resulted from your paying only 25% of the production rather than 50% as per Lease/Pooling Agreement.

Schedule 2 (attached) represents royalty due for your 50% working interest on the Randolph-State Gas Unit, Well #2 (Meter No. 503 247). We have no record of receiving your Gas Reports (Form MA-2) nor payments for this unit. We prepared "Dummy" reports from records available in our office, therefore, royalty due may be adjusted up or down upon receipt of your reports. Please provide these missing reports at your earliest convenience.

Our examination also revealed that you have been paying 100% of the "Other Use On Lease" gas. We have adjusted your reports to reflect your 50% working interest and have prepared a schedule requesting payment from Atlantic Richfield for their share of this royalty due. It is apparent that Atlantic Richfield is not receiving this information from you as they fail to include other use volumes on their Gas Reports (Form MA-2).

Gulf Energy and Minerals Company - U.S.,
April 17, 1979 - Page 2

Please provide Atlantic Richfield Company this information to enable them to report this usage on their future reports,

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

cc: Atlantic Richfield Company
Box 2819
Dallas, Texas 75221

45

M. F. 40133

CORRESPONDENCE FILE

To Gulf

From

Dated 4-17-79

April 23, 1979
GLO 779

Gulf Oil Exploration & Production
P. O. Drawer 1150
Midland, Texas 79702

ATTENTION: C. E. Fields

RE: State Leases M-40133 et al
Ozona, Mar-Wink, Caballos, Quito, Chapman and Vermejo Fields
Crockett, Ward, Pecos, Reeves and Loving Counties, Texas
Contract Number 5201 365

Gentlemen:

The Gas Transportation and Purchase Agreement between you, as seller, and
Lo Vaca, as buyer, dated May 17, 1974, includes the above State Leases.
The price is due to be renegotiated on July 1, 1979.

Please furnish this office a copy of the document covering gas sales
after July 1, 1979. If it is your intent not to renegotiate, please advise.

Sincerely yours,

Harry T. Finnell,
Supervisor Gas Contracts
Energy Resources
Phone: 512 475-4541
HF/lg

(46)

M. F.

40133

CORRESPONDENCE FILE

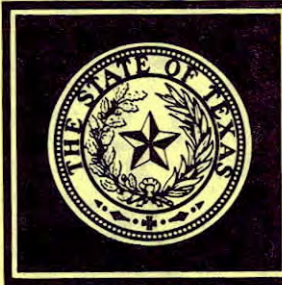
To

Gulf Oil Exploration

From

Dated

4-23-79



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

May 23, 1979

Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221

SECOND REQUEST

ATTENTION: GAS ROYAETY AND TAX REPORTING UNIT

RE: State Leases M-40133 and M-48344
Randolph-State Gas Unit #1
Chapman, Deep-Atoka and Fusselman Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated April 17, 1979 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure

cc: Gulf Energy and Minerals Company
P. O. Box 1150
Midland, Texas 79702

PS/g/e

(47)

M. F. 40133

CORRESPONDENCE FILE

To

Arco

From

Dated

5-23-79

ARCO Oil and Gas Company
Controller's Department
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151
Omer Adams
Manager
Revenue Accounting



May 25, 1979

George A. Clark, Supervisor
Resource Accounting
General Land Office
Austin, Texas 78701

B FILE

Re: State Leases M-40133 and M-48344
Randolph-State Gas Unit #1
Chapman, Deep-Atoka and Fusselman Field
Reeves County, Texas

Gentlemen:

Attached is a check for \$2,811.00 to pay the additional royalty due for the period March, 1975 through July, 1977, due to our failure to report our 50% share of "Other Use On Lease" gas.

We have updated our records so that we can begin reporting with August, 1977 production as soon as we receive the data from Gulf Energy and Minerals Company - U.S..

Thank you for advising us of this situation.

Very truly yours,

Susan H. Murray /CLW

Susan H. Murray, Supervisor
Gas Royalty & Tax Reporting Unit

BP/cw

Attachment

Rec'd 5/26/79
M-40133 = \$ 1357
M-48344 = 1490.09
1320.91

48

M. F. M-40133

CORRESPONDENCE FILE

To

ARCW

From

Dated 9/25/79

25050



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

June 19, 1979

Gulf Energy and Minerals Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. J. R. WILLIAMSON

RE: State Lease M-40133
A.T. Randolph etal Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Continental Oil Company Gas Purchase Statement for November, 1977. Meter No. 5023. Gas Report (Form MA-2) for November, 1977.

Please file these records at the earliest possible time.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
RWB/glc

(49)

M. F. 40133

CORRESPONDENCE FILE

To Gulf

From

Dated 6-19-79



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

June 20, 1979

Gulf Energy and Minerals Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: J. R. WILLIAMSON

RE: State Lease M-40133
A. T. Randolph etal Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Gas Report (form MA-2) for November, 1977.

Please file these records at the earliest possible time.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
RWB/glc

50

M. F. 40133

CORRESPONDENCE FILE

To Gulf

From

Dated 6-20-79

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

P. O. Drawer 1150
Midland, TX 79702

July 26, 1979

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. Harry T. Finnell

RE: State Leases M-40133 et al
Ozona, War-Wink, Rojo Caballos,
Quito, Chapman, and Vermejo Fields
Contract Number 5201-365

Gentlemen:

Reference is made to your letter of April 23, 1979, requesting price redetermination for gas sold under the subject contract. This contract is between Lovaca Gathering Company, as buyer, and Gulf Oil, as seller.

Negotiations on these price redeterminations to date are not complete. Therefore, we currently cannot furnish you an updated price.

We will send a copy of the new price as soon as it is available.

Very truly yours,

C.E. FIELDS

BY



F.E. HINDERER

MGW:sdh



A DIVISION OF GULF OIL CORPORATION

(51)

M. F.

40133

CORRESPONDENCE FILE

(b)

From

Gug Oil Explor.

Dated

7-26-79

15013

121
JS
HF
Ref

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

P. O. Drawer 1150
Midland, TX 79702

August 23, 1979

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. Harry T. Finnell

40133

RE: MA-2 Nos. 53772, 53858, 59875,
61330, 69543, 74691, 75890, 80334
Lovaca Gathering Company Contracts
No. 5201-365

Gentlemen:

We have enclosed a copy of the Amendment to Gas Transportation and Purchase Agreement No. 5201-365, dated August 2, 1979. A General Land Office Gas Contract Brief Form No. MA-5 is also enclosed for your reference.

Yours very truly,

C.E. FIELDS

BY

F.E. Hinderer
F.E. HINDERER

MD:sdh
Enclosures (2)

915-182-7301

Called 8-29-79 for Price
Amend



A DIVISION OF GULF OIL CORPORATION

RECEIVED
AUG 25 1979
General Land Office

(52) M. F. 40133

CORRESPONDENCE FILE

To Gulf Oil Explor

From

Dated 8-23-79



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

October 1, 1979

Gulf Oil Corporation
P. O. Box 1150
Midland, Texas 79702

ATTENTION: G. N. Bevel

RE: State Lease M-40133
A. T. Randolph et al Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Gas Report (Form MA-2) for August, 1978. Continental Oil Company's Gas Purchase Statement for August, 1978. Meter No. 5023.

Please file these records at the earliest possible time.

Sincerely yours,

Duke Martin, Asst. Supervisor
Resource Accounting
Telephone No. 512-475-2858

RWB/lsg

53

M. F. 40133
CORRESPONDENCE FILE

To Gulf Oil Corp.
From

Dated 10-1-79 /sg



October 9, 1979
GLO 779

Gulf Oil Exploration & Production
P. O. Drawer 1150
Midland, Texas 79702

ATTENTION: C. E. Fields

RE: State Leases M-40133 et al
Ozona, War-Wink, Caballos, Quito, Chapman and Vermejo Fields
Crockett, Ward, Pecos, Reeves and Loving Counties, Texas
Contract Number 5201 365

Gentlemen:

This refers to our original letter dated April 23, 1979 and your reply of July 26, 1979 concerning your contract with Lo Vaca that was subject to possible price renegotiation on July 1, 1979.

If negotiations have been finalized, please forward a copy of the document covering sales after July 1, 1979. If negotiations continue, please advise the estimated completion date.

Sincerely yours,

Harry T. Finnell,
Supervisor Gas Contracts
Energy Resources
Phone: 512 475-4541
HF/lg

(54)

M. F.

40133

CORRESPONDENCE FILE

To

Guy die Explor.

From

Dated

10-9-79

121

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Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

P. O. Drawer 1150
Midland, TX 79702

October 12, 1979

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Re: MA2 Nos:
40133, 48344, 53312,
55413, 67910, 69766
LoVaca Gathering Company
contract no. 5201-365

Gentlemen:

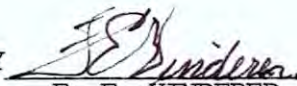
A copy of the Amendment to Gas Transportation and Purchase Agreement number 5201-365, dated August 9, 1979, is enclosed in response to your request of October 9, 1979.

A General Land Office Brief Form number MA-5 is also enclosed for your reference.

Yours very truly,

C. E. FIELDS

BY


F. E. HINDERER

MD:wlj

Enclosures (2)



A DIVISION OF GULF OIL CORPORATION

4/74

GENERAL LAND OFFICE
GAS CONTRACT BRIEF
FORM MA-5

GENERAL INSTRUCTIONS: Supply all required information in the spaces provided. If gas is sold or processed under more than one contract, a separate brief must be completed for each such contract. In the event any of the items of this brief does not apply to the particular contract in question, note "not applicable" in the appropriate space. Additional comments may be made on the reverse side of this form. This Gas Contract Brief applies to all lands in which the State has a mineral interest including School, University, mineral classified and various other land classifications.

1. Lessee Gulf Oil Expl. + Prod. Co.
2. Lessee's Contract No. 5201-365
3. County Various
4. Interstate ☐ Intrastate ☒
5. R.R.C. District _____

6. Field(s) Chapman Deep, Orona, Rojo Caballero South, Veracruz, V.I.P.
7. Type of Gas: ☒ Gas Well Gas ☐ Oil Well Gas (approx. percentage if both: _____% & _____%)
Plant Name & Operator (if processed gas) _____

9. List in the spaces provided below the State Lease Number of all leases covered by this contract in which the State has a mineral interest:

40133 48344 53312 55413 67910 69766

10. CONTRACT AND PLANT DATA Contract Term: from May 17, 1974 to May 17, 1994
Contract Price subject to: ☐ BTU Content ☐ Other Adjustments
☐ Price Redetermination Clause Price Redetermination Date _____

I. Non-Processed and/or Residue Gas

Price Per	☐ MCF		Gross Price	Effective Date
	☐ MMBTU			
A. Initial Price			<u>2.0454</u> ¢	<u>01-01-78</u>
B. Current Price			<u>2.05</u> ¢	<u>07-01-78</u>
C. Future Escalated Prices			<u>2.073</u> ¢	<u>01-01-79</u>
			<u>2.075</u> ¢	<u>03-01-79</u>
			<u>2.181</u> ¢	<u>07-01-79</u>
D. FPC Approved Rate			_____ ¢	_____
(A revised contract brief must be filed within 30 days of each price or rate change)				

II. Plant Products & Residue Gas

(Check those produced)	Contract %
A. Gasoline	_____
B. Butane	_____
C. Propane	_____
D. But.-Prop. Mix	_____
E. Iso-Butane	_____
F. Ethane	_____
G. Sulphur	_____
H. Residue Gas	_____
I. _____	_____

11. SALES VOLUME REQUIRED UNDER THIS CONTRACT

A. Daily Volume _____ MCF. B. Volume over the contract term _____ MCF
(if not specified use approximated daily and annual volumes: _____ MCF/yr)

12. NAME OF PURCHASER(S)

A. Non-Processed and/or Residue Gas: La Vaca Sathering Co.
B. Plant Products: _____

Certification: I certify that the information here provided is true and correct to the best of my knowledge.

Company Gulf Oil Exploration + Production Co.
Signature _____
Title Section Supervisor
Telephone 682-7301

LAND OFFICE USE ONLY

RECEIVING STAMP

IMPORTANT: A COMPLETED CONTRACT BRIEF MUST ACCOMPANY ALL GAS CONTRACTS AND SUBSEQUENT CONTRACT AMENDMENTS WITHIN 30 DAYS AFTER MAKING SUCH CONTRACTS OR AMENDMENTS. ATTACH THE COMPLETED CONTRACT BRIEF TO A COPY OF THE CONTRACT OR AMENDMENT AND MAIL TO: DIRECTOR OF ENERGY RESOURCES, GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78711. ADDITIONAL COPIES OF THIS FORM MAY BE OBTAINED FROM THE SAME ADDRESS.

(53)

M. F.

40133

CORRESPONDENCE FILE

To Guy Oil Explor

From

Dated

10-12-79

10.12.79

121

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

May 31, 1979

P. O. Drawer 1150
Midland, TX 79702

General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. George A. Clark
Supervisor, Resource Accounting

RE: State Leases M-40133 and M-48344
A.T. Randolph et al-State Gas Unit
Chapman Deep Field, Atoka & Fusselman
Formations, Reeves County, Texas

Gentlemen:

We have received your letter of April 17, 1979 regarding incorrect royalty payments; and a copy of your letter of April 17, 1979 to Atlantic Richfield stating that they have not reported state royalty due on fuel. Gulf, as operator, pays the full .0625 state royalty due on fuel and then bills Atlantic Richfield through joint interest billing for their share.

Well No. 2 in the Atoka, on meter 503247, was included with meter 503147 on some of our MA-2 reports and omitted on others. A worksheet, with supporting statements, covering wells 1 and 2 in the Atoka and well 1 in the Fusselman, meters 503147, 503247, and 503137 respectively, is enclosed. This worksheet shows a balance of \$5,962.96 due Gulf. We have deducted one half (\$2,981.48) from each of the two MA-2 reports submitted April, 1979 production.

Thank you for calling this matter to our attention.

Yours very truly,

C. E. FIELDS

BY

F. E. Hinderer
F. E. HINDERER

MD:cb
Enclosures

cc: Atlantic Richfield Company
Post Office Box 2819
Dallas, Texas 75221



A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN

M-40133 & M-48344 STATE LEASES

Page 1

		1	2	3	4	5	6	7	8	9	10	11
		MCF	VALUE	100% ADJUSTED M.C.F.	100% ADJUSTED VALUE	0.625 for Fuel 0.3125 for Sales ADJUSTED ROYALTY DUE	ROYALTY PAID	<OVERAGE> ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE (COVERAGE)			
1	02 75 Atoka + Fusselman FUEL	84	5880	84	5880	368	368	-				
2	Atoka + Fusselman	59245	81562.59	118470	16312518	507766	507766	-				
3	03 75 Atoka FUEL	324	22680	324	22680	1418	1418	-				
4	Atoka	99506	137548.24	197412	275094.27	859676	859676	< 06 >	< 06 >			
5	Fusselman FUEL	936	65520	936	65520	4075	4075	-				
6	Fusselman	269729	367839.14	539478	739678.29	2311495	2311495	< 400 >	< 406 >			
7	04 75 Atoka FUEL	372	26040	372	26040	1628	1628	-				
8	Atoka	127679	176678.38	257378	353394.21	1104359	1104359	< .01 >	< 413 >			
9	Fusselman FUEL	1216	72120	1316	92120	5758	5758	-				
10	Fusselman	349508	475785.24	697112	951570.48	2973658	2973658	1	< 412 >			
11	05 75 Atoka FUEL	360	25200	360	25200	1575	1575	-				
12	Atoka	113975	157927.21	227750	315414.42	985470	985470	-				
13	Fusselman FUEL	1080	75600	1080	75600	4725	4725	-				
14	Fusselman	208525	283837.86	417010	566257.88	1767556	1773989	< 4431 >	< 4843 >			
15	06 75 Atoka FUEL	372	26040	372	26040	1628	1628	-				
16	Atoka	81721	113078.16	163442	226156.32	706738	706738	-				
17	Fusselman FUEL	1116	78120	1116	78120	4883	4883	-				
18	Fusselman	89564	122050.92	179128	244101.84	762817	762817	-				
19	07 75 Atoka FUEL	-	-	360	25200	1575	-	1575	< 32181 >			
20	Atoka	394107	74513.31	158836	278247.24	931404	465702	465702	462434			
21	Fusselman	-	-	1080	75600	4725	-	4725	467159			
22	Fusselman	43873	80820.56	175492	323322.24	1010383	505191	505191	972330			
23	08 75 Atoka FUEL	476	69440	476	69440	4340	4340	-				
24	Atoka	42303	79506.27	169212	318025.08	993827	476717	476717	1467264			
25	Fusselman FUEL	1488	208320	1488	208320	13020	13020	-				
26	Fusselman	48421	87776.58	189687	343703.94	1074075	548354	525721	1994785			
27	09 75 Atoka FUEL	360	50400	360	50400	3150	3150	-				
28	Atoka	41738	78714.70	166953	314860.67	983740	491767	491773	2486758			
29	Fusselman FUEL	1080	151200	1080	151200	9450	9450	-				
30	Fusselman	45423	84365.09	181672	337460.37	1054564	527282	527282	3014240			

	Initials	Date
Prepared by		
Approved by		

Page
12

		MCF REPORTED	VALUE REPORTED	ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE	ROYALTY PAID	(OVERAGE) ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE (COVERAGE)
10	75	Aloka FUEL	372 ✓	52080 ✓	372	52080	3255 ✓	3255 ✓	-
		Aloka	42107 ✓	7949090 ✓	168429	31796547	993642 ✓	496818 ✓	496824 ✓
		Fusselman FUEL	1116 ✓	156240 ✓	1116	156240	9765 ✓	9765 ✓	-
		Fusselman FULL	527911 ✓	9420332 ✓	202879	39681142	1177536 ✓	588971 ✓	588765 ✓
11	75	Aloka FUEL	360 ✓	67416 ✓	360	67416	4214 ✓	4214 ✓	-
		Aloka	38635 ✓	7235068 ✓	154538	28937877	904372 ✓	452191 ✓	452181 ✓
		Fusselman FULL	1080 ✓	199795 ✓	1080	199795	12487 ✓	12487 ✓	-
		Fusselman	50540 ✓	7349647 ✓	202161	37398773	1168712 ✓	584353 ✓	584359 ✓
12	75	Aloka FUEL	372 ✓	67734 ✓	372	67734	4358 ✓	4358 ✓	-
		Aloka	175108 ✓	32825133 ✓	175108	32825133	1025785 ✓	2051571 ✓	<1025786>
		Fusselman FUEL	1116 ✓	206454 ✓	1116	206454	12903 ✓	12903 ✓	-
		Fusselman	189535 ✓	35026028 ✓	189335	35026028	1094563 ✓	2189127 ✓	<1094564>
01	76	Aloka FUEL	-	-	372	67734	4358	-	4358
		Aloka merged into →	178627 ✓	37233922 ✓	173414	32507581	1015862 ✓	2327120 ✓	<1311258>
		Fusselman FULL	-	-	1116	206454	12903	-	12903
		Fusselman	186808 ✓	34450400 ✓	186808	34450400	1076575 ✓	2153156 ✓	<1076575>
02	76	Aloka FUEL	-	-	348	65235	4077	-	4077
		Aloka	135938 ✓	25482462 ✓	161151	30208803	944025 ✓	1592654 ✓	<648627>
		Fusselman FUEL	-	-	1044	192542	12034	-	12034
		Fusselman	156598 ✓	28880885 ✓	183758 ✓	33889220 ✓	1059060 ✓	1805055 ✓	<115995>
03	76	Aloka FUEL	372 ✓	70822 ✓	372	70822	4426 ✓	4426 ✓	-
		Aloka	74426 ✓	14169407 ✓	148953	28338816	885588 ✓	885588 ✓	-
		Fusselman FUEL	1116 ✓	209029 ✓	1116	209029	13064 ✓	13064 ✓	-
		Fusselman	112577 ✓	21086316 ✓	225158	42172632	1317895 ✓	1317895 ✓	-
04	76	Aloka FULL	2841 ✓	536502 ✓	2841	536502	33531 ✓	33531 ✓	-
		Aloka	160431 ✓	30296191 ✓	160431	30276171	946756 ✓	1873512 ✓	<946756>
		Fusselman FUEL	1080 ✓	204158 ✓	1080	204158	12760 ✓	12760 ✓	-
		Fusselman	211826 ✓	40042528 ✓	211826	40042528	1251329 ✓	2502458 ✓	<251329>

A.T. RANDOLPH ETAL - STATE GAS UNIT
 CHAPMAN DEEP - ATOKA & FUSSELMAN
 M-40133 & M-48344 STATE LEASES

		1	2	3	4	5	6	7	8	9	10	11	12
		MCF	VALUE		ADJUSTED	ADJUSTED	ADJUSTED		ROYALTY	ADDITIONAL		ACCUMULATED	
		REPORTED	REPORTED		M.C.F.	VALUE	ROYALTY		PAID	ROYALTY		SHORTAGE	
							DUE			DUE		(COVER AGE)	
05	76	Atoka	FUEL	3372	641867	3372	641867	40117	40117	-		<2931151>	
		Atoka		171541	32653238	171541	32653238	1020414	2040878	<1020414>		<3951565>	
		Fusselman	FUEL	1116	212467	1116	212467	13279	13279	-			
		Fusselman		252779	48162774	252779	48162774	1505087	3010174	<1505087>		<5456652>	
06	76	Atoka	FUEL	3372	641867	3372	641867	40123	20062	20061		<5436571>	
		Atoka		165493	31506971	165493	31506971	984592	984592	-			
		Fusselman	FUEL	1116	209030	1116	209030	13064	6532	6532		<5430059>	
		Fusselman		250524	46923772	250524	46923772	1466368	1466368	-			
07	76	Atoka	FUEL	1274	246716	1274	246716	15420	7710	7710		<5422347>	
		Atoka		164446	31845790	166300	32204826	1006401	995181	11220		<5411129>	
		Fusselman	FUEL	1116	212252	1116	212252	13216	6633	6633		<5404476>	
		Fusselman		2417380	47427582	252197	47764376	1478887	1482174	16713		<5387783>	
08	76	Atoka	FUEL	372	72254	372	72254	4516	2258	2258		<5385525>	
		Atoka		164832	32015732	164832	32015732	1000492	1000492	-			
		Fusselman	FUEL	1116	214615	1116	214615	13413	6707	6706		<5378817>	
		Fusselman		257934	49602642	257934	49602642	1550082	1550082	-			
09	76	Atoka	FUEL	360	69023	360	69023	4314	4314	-			
		Atoka		94864	18188275	94864	18188275	568387	1136767	<568387>		<5747202>	
		Fusselman	FUEL	1080	207484	1080	207484	6484	12768	<6484>		<5953686>	
		Fusselman		139205	26743367	139205	26743367	835730	1621460	<835730>		<6787416>	
10	76	Atoka	FUEL	528	101215	528	101215	6326	6326	-			
		Atoka		48901	9374043	48901	9374043	292739	585878	<292739>		<7082355>	
		Fusselman	FUEL	1116	210656	1116	210656	13166	13166	-			
		Fusselman		168362	31780011	168362	31780011	993125	1786251	<993125>		<8075481>	
11	76	Atoka	FUEL	-	-	1392	262754	16422	-	16422		<8057057>	
		Atoka		-	-	216237	40816897	1275528	-	1275528		<6783531>	
		Fusselman	FUEL	-	-	more	-	-	-	-			
		Fusselman		-	-	more	-	-	-	-			

A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN
M-40133 & M-48344 STATE LEASES

	Initials	Date
Prepared by		
Approved by		

Page 1

STATE LEASES												
		1	2	3	4	5	6	7	8	9	10	11
		MCF	VALUE		ADJUSTED	ADJUSTED	ADJUSTED		ROYALTY	ADDITIONAL		ACCUMULATED
		REPORTED	REPORTED		M.C.F.	VALUE	ROYALTY		PAID	ROYALTY		SHORTAGE
							DUE			DUE		(COVER AGE)
1276	Atoka	-	-		245472	47054626	1470457	553343	-	1470459	-	(5313074)
	Atoka FUEL	-	-		-	-	-	-	-	-	-	
	Fusselman FUEL	-	-		-	-	-	-	-	-	-	
	Fusselman	-	-		-	-	-	-	-	-	-	
0177	Atoka	372 ✓	72540 ✓		372	72540	4534	-	-	-	-	
	Atoka	19591 ✓	3820245 ✓		261439	50980627	1593145	-	2387.45	4534 ✓	-	
	Fusselman FUEL	1116 ✓	214356 ✓		1116	214356	13397	-	99572	1493573	-	(3819501)
	Fusselman	99184 ✓	19050767 ✓		149780	287168774	897031	-	13397 ✓	-	-	
0277	Atoka	1680 ✓	327600 ✓		1680	327600	20825	-	11906.73	56159	842842	(2976657)
	Atoka	27215 ✓	5306925 ✓		239393	46681635	1458801	-	20475 ✓	-	-	
	Fusselman FUEL	1008 ✓	193218 ✓		1008	193218	12076	-	331683	1127118	-	(1849547)
	Fusselman	168972 ✓	32389378 ✓		255168	48911878	1528496	-	12076	-	-	
0377	Atoka	1680 ✓	332464 ✓		1680	332464	20779	-	2024337	(495847) ✓	-	(2345387)
	Atoka	17175 ✓	3378847 ✓		228613	45241375	1413793	-	20779 ✓	-	-	
	Fusselman FUEL	1008 ✓	195895 ✓		1008	195895	12243	-	212428	1201365	-	(1144017)
	Fusselman	172149 ✓	37342237 ✓		270162	56391250	1762320	-	12243 ✓	-	-	
0477	Atoka	1800 ✓	356567 ✓		1800	356567	22285	-	233387	(571577) ✓	-	(1715587)
	Atoka	10824 ✓	2144154 ✓		178058	35271954	1102247	-	22285 ✓	-	-	
	Fusselman FUEL	1080 ✓	209887 ✓		1080	209887	13118	-	134010	968237	-	(747348)
	Fusselman	164420 ✓	12592843 ✓		248292	48253068	1507908	-	13118 ✓	-	-	
0577	Atoka	1860 ✓	371024 ✓		1860	371024	23189	-	1797086	(487178) ✓	-	(1236526)
	Atoka	7485 ✓	1493070 ✓		128837	25700360	803136	-	23189 ✓	-	-	
	Fusselman FUEL	1116 ✓	217104 ✓		1116	217104	13567	-	73317	709819	-	(526707)
	Fusselman	140621 ✓	27367676 ✓		212460	41331438	1291607	-	13567 ✓	-	-	
0677	Atoka	1800 ✓	359055 ✓		1800	359055	22441	-	1710665	(418978) ✓	-	(945105)
	Atoka	2553 ✓	509260 ✓		115702	23119552	727486	-	22441 ✓	-	-	
	Fusselman FUEL	1080 ✓	210314 ✓		1080	210314	13145	-	31877	670657	-	(255048)
	Fusselman	131360 ✓	25580390 ✓		198369	38627388	1270168	-	13145 ✓	-	-	
									1598774	(328606)	-	(583654)

A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN
M-40133 & M-48344 STATE LEASES

Prepared by	Initials	Date
Approved by		

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	MCF	VALUE	ADJUSTED	ADJUSTED	ADJUSTED		ROYALTY	ADDITIONAL		ACCUMULATED	
	REPORTED	REPORTED	M.C.F.	VALUE	ROYALTY		PAID	ROYALTY		SHORTAGE	
					DUE			DUE		COVERAGE	
0777	Atoka FUEL	1860 ~ 375720 +	1860	375720	23483 +		23483 ~	-		<583654>	
	Atoka	1804 ~ 364408 +	77314	15617428	488045 -		22776 ~	465269		<118385>	
	Fusselman FUEL	1116 ~ 216750 +	1116	216750	13559 -		13559 ~	-			
	Fusselman	129389 ~ 25153222 +	175373	37787400	1187013 -		1572077 ~	<385164>		<503477>	
0877	Atoka FUEL	1860	1860	377418	23401		23401	-			
	Atoka	40257 8103734	85109	17132441	535389		506183	28906		<477543>	
	Fusselman FUEL	1116 220075	1116	220075	13755		13755	-			
	Fusselman	80519 15878347	117892	23642703	738834		992277	<253563>		<728166>	
0977	Atoka FUEL	1800	1800	312370	22646		22646	-			
	Atoka	22676 4568705	47762	7654751	301711		285544	16167		<711937>	
	Fusselman FUEL	1080 212776	1080	212776	13311		13311	-			
	Fusselman	76537 9181040	98428	17410001	606563		573815	32748		<677171>	
1077	Atoka FUEL	1860	1860	374418	23401		23401	-			
	Atoka	48578 9782777	102745	20682568	646330		611424	34906		<644285>	
	Fusselman FUEL	964 190101	964	190101	11881		11881	-			
	Fusselman	69378 13414423	144352	28466215	857567		841526	48043		<576242>	
1177	Atoka FUEL	1800	1800	362520	22658		22658	-			
	Atoka	51560 10384184	103121	20768567	649018		649018	-			
	Fusselman FUEL	1080 212776	1080	212776	13311		13311	-			
	Fusselman	95380 18808736	190759	37617675	1175552		1175557	< 077>		<576247>	
1277	Atoka FUEL	1860	1860	374404	23413		23413	-			
	Atoka	48665 9801131	77330	17602362	612571		612571	-			
	Fusselman FUEL	1116 220710	1116	220710	13776		13776	-			
	Fusselman	104823 20702543	207646	41405086	1273707		1273707	-			
0178	Atoka FUEL	1780	1780	366324	22875		22875	-			
	Atoka	45847 7435124	91677	18871242	587726		587733	< 077>		<676256>	
	Fusselman FUEL	1116 225432	1116	225432	14070		14070	-			
	Fusselman	100201 20240602	200403	40481466	1265074		1265038	06		<576250>	

A.T. RANDOLPH ETAL - STATE GAS UNIT
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 M-40133 & M-48344 STATE LEASES

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	MCF REPORTED	VALUE REPORTED	ADJUSTED MCF	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)	
02 78	Atoka	1680	345744	1680	345744	21609	21609	-		<596250>	
	Atoka	42307	8706781	84614	17713562	544174	544174	-			
	Fusselman	1008	203616	1008	203616	12726	12726	-			
	Fusselman	100515	20304030	201027	40607858	1268796	1268796	-			
03 78	Atoka	1860	378510	1860	378510	23657	23657	-			
	Atoka	37711	7714889	75823	15427982	482181	482181	06		<5962441	
	Fusselman	1116	225097	1116	225097	14069	14069	-			
	Fusselman	107461	21674884	214722	43347768	1354680	1354680	-			
04 78	Atoka	1800	365886	1800	365886	22868	22868	-			
	Atoka	35780	7273001	71561	14546205	454575	454575	< 067		<596250>	
	Fusselman	1080	317080	1080	217080	13568	13568	-			
	Fusselman	108565	21821565	217131	43643331	1363848	1363848	06		<596244>	
05 78	Atoka	1860	380556	1860	380556	23785	23785	-			
	Atoka	34328	7023509	68657	14047223	438774	438769	07		<596237>	
	Fusselman	1116	224428	1116	224428	14027	14027	-			
	Fusselman	107727	22106320	219855	44212841	1381651	1381645	06		<596231>	
06 78	Atoka	1740	356037	1740	356037	22252	22252	-			
	Atoka	32754	6702123	65506	13403834	418870	418883	< 137		<596244>	
	Fusselman	1044	210207	1044	210207	13138	13138	-			
	Fusselman	82307	16572717	164617	33145633	1035801	1035801	< 067		<596250>	
07 78	Atoka	1860	381337	1860	381337	23834	23834	-			
	Atoka	32866	6738187	65731	13476167	421130	421137	< 077		<596257>	
	Fusselman	1116	225207	1116	225207	14076	14076	-			
	Fusselman	112022	22606040	221043	45211878	1412871	1412818	< 077		<596264>	
08 78	Atoka	1860	381300	1860	381300	23831	23831	-			
	Atoka	32576	6675050	65153	13346365	417380	417380	06		<596258>	
	Fusselman	1116	226336	1116	226336	14146	14146	-			
	Fusselman	113410	23000682	226820	46001364	1437543	1437543	-			

A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN
M-40133 & M-48344 STATE LEASES

			1	2	3	4	5	6	7	8	9	10	11	12
			MCF REPORTED	VALUE REPORTED		ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (COVERAGE)	
09 78	Atoka	FUEL	1800	3682.08		1800	3682.08	230.13		230.13	-		<596258>	
	Atoka		30597	62573.31		61177	125184.57	3912.02		3912.08	< 06 >		<596264>	
	Fusselman	FUEL	1080	2190.35		1080	2190.35	136.90		136.90	-			
	Fusselman		106775	216550.38		213549	433078.73	13534.34		13534.40	06		<596258>	
10 78	Atoka	FUEL	1860	3809.28		1860	3809.28	238.08		238.08	-			
	Atoka		17255	37434.24		38508	78864.38	2464.51		2464.64	< 13 >		<596271>	
	Fusselman	FUEL	1116	2250.53		1116	2250.53	140.66		140.66	-			
	Fusselman		107003	219815.45		218006	437630.90	13738.47		13738.47	-			
11 78	Atoka	FUEL	1620	3319.70		1620	3319.70	207.48		207.48	-			
	Atoka		17726	40410.47		37437	80818.87	2525.57		2525.65	< 06 >		<596277>	
	Fusselman	FUEL	1080	2380.62		1080	2380.62	148.79		148.79	-			
	Fusselman		98543	201124.29		177086	402248.58	12570.27		12570.27	-			
12 78	Atoka	FUEL	1860	3810.40		1860	3810.40	238.15		238.15	-			
	Atoka		18011	36876.70		36021	73771.35	2305.78		2306.04	< 06 >		<596283>	
	Fusselman	FUEL	1116	2277.76		1116	2277.76	142.36		142.36	-			
	Fusselman		93550	190733.68		187100	381867.36	11933.36		11933.36	-			
01 79	Atoka	FUEL	1860	3815.89		1860	3815.89	238.47		238.47	-			
	Atoka		17620	36148.41		35241	72278.87	2257.34		2257.28	06		<596277>	
	Fusselman	FUEL	1116	2213.90		1116	2213.90	138.37		138.37	-			
	Fusselman		114297	226740.67		228575	453483.32	14171.35		14171.29	06		<596277>	
02 79	Atoka	FUEL	1688	3473.78		1688	3473.78	217.11		217.11	-			
	Atoka		21252	44777.17		43502	89750.20	2810.94		2811.07	< 13 >		<596284>	
	Fusselman	FUEL	1008	2053.85		1008	2053.85	128.37		128.37	-			
	Fusselman		95271	194119.62		190542	388237.24	12132.48		12132.48	-			
03 79	Atoka	FUEL	1860	3845.70		1860	3845.70	240.36		240.36	-			
	Atoka		13145	27178.36		26288	54352.58	1678.52		1678.64	< 12 >		<576276>	
	Fusselman	FUEL	1116	2273.91		1116	2273.91	142.12		142.12	-			
	Fusselman		121728	248027.13		243456	476054.26	15501.70		15501.70	-			

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M. F. 40133
CORRESPONDENCE FILE

To
From Gulf Oil

Dated 5-31-79 /sg

121
M-40133

FF
IF
File

DATE 10-22-79
FROM M. H. Darling
TO Commissioner, General Land Office
SUBJECT Amendment to Gas Transportation and Purchase Agreement 5201-365
AT Gulf Oil Exploration + Production
AT Austin, Texas

The enclosed copy of an amendment to Gas Transportation and Purchase Agreement No. 5201-365 between Gulf Oil as seller and La Vaca Gathering as buyer was omitted as an enclosure with our letter dated October 12, 1979.

The General Land Office Brief Form number MA-5 was enclosed with our letter.

I apologize for this oversight and for your inconvenience.

SIGNED

M. H. Darling

REPLY

FROM

TO

DATE 19

SIGNED

(57)

M. P. 40133

CORRESPONDENCE FILE

To *Gulz Oil Explor.*

From

Dated 10-22-79

10.54.53

April 17, 1980

GLO 779

Gulf Oil Corporation

P. O. Drawer 1150

Midland, Texas 79702

ATTENTION: C. E. Fields

RE: State Leases M-40133 et al
V I P, Ozona, Rojo Caballos, Chapman and Vermejo
Crockett, Pecos, Reeves and Loving Counties, Texas
Contract Number 5201 365

Gentlemen:

The Gas Transportation and Purchase Agreement between you, as seller, and Valero, as buyer, dated May 17, 1974, includes the above State Leases. The price is due to be renegotiated on July 1, 1980.

Please furnish this office a copy of the document covering gas sales after July 1, 1980. If it is your intent not to renegotiate, please advise.

Sincerely yours,

Harry T. Finnell,
Supervisor Gas Contracts
Energy Resources
Phone: 512 475-4541
HF/lg

58

M. F.

40133

CORRESPONDENCE FILE

TO

Gulf Oil Corp

~~FROM~~

DATED 4-17-80

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

April 30, 1980

P. O. Drawer 1150
Midland, TX 79702

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. Harry T. Finnell
Supervisor, Gas Contracts

Gentlemen:

Re: State Leases M-40133 Etal
Various Fields
Various Counties, Texas

Gentlemen:

In your letter dated April 17, 1980 you request a copy of the renegotiation agreement of the contract between Valero Transmission Company (buyer) and Gulf Oil Corporation (seller) for the referenced leases for gas sales after July 1, 1980.

At this time the price for gas sales after July 1, 1980 is not available. We will send you a copy of the price renegotiation agreement as soon as it is available.

Yours very truly,

C. E. FIELDS

BY


J. R. EVERETT, JR.

SM:ob



A DIVISION OF GULF OIL CORPORATION

(59) M. F. 40133

CORRESPONDENCE FILE

To Gulielm Explorer.
From

Dated 4-30-80

2. 2.00

Buff
Green
White

M-40133 + 48344

Portugal To Ledger

	1	2	3	4	5	6	7	8	9	10	11	12
	Ray Due Posted M-40133	Ray Due Posted M-48344	Ray PR M-40133	Ray PR M-48344	V-88 Ray Carr. 40133	V-88 Ray Carr. 40133	V-88 Ray Carr. 48344	V-88 Ray Carr. 48344	Net Ray Clear M-40133	Net Ray Clear M-48344		1351- Leger closed
Aug 74	59											Rayal 1
	373	784	373	784					373	784		transferred 2
Sept ✓	59											from 1351 3
	284	954	343	954					343	954		to 1351 on 4
Oct ✓	59											M-40133 on 5
	1280	895	1289	895					1289	895		V-88 78/80 6
Nov ✓	1192	834	1192	834					1192	834		
Dec ✓	1039	715	1039	715					1039	715		
Jan 75	1286		1286						1286			
	384	384		768		384 3/4	(384)		384	384		
Feb ✓	255067	255067	19444		1/2 (9722)			1/2 9722	9722	9722		
	289	289										
	923	578	923	578		1/2 289 1/2	(289)		1212	289	X	
	65113	65113										
	64485	64486		239753		1/2 119876 3/4	(119876)		119876	119877		
Mar ✓	591078	591078		1474284		3/4 747142 3/4	(747142)		747142	747142		
	218023	218023										
	882	658	882	658					882	658		
	578998	578997	121163		1/2 (60582)			1/2 60582	60581	60582		
	430547	430547										
Apr ✓	276498	276498										
	764549	764549	156588		1/2 (78294)			1/2 78294	78294	78294		
	744854	744854		1941193		1/2 965596 3/4	(965596)		965597	965596		
	1216	1305	1216	1305					1216	1305		
	279748	279748										
May ✓	1339	1339	1339	1339					1339	1339		
	246811	246811										
	249714	249714	105814		1/2 (52908)			1/2 52908	52906	52908		
	444678	444678		1305036		1/2 652518 3/4	(652518)		652518	652518		
	457485	457485	10538582		3/4 (5269292)			3/4 5269292	5269290	5269292		
June ✓	1503	2033	1503	2033					1503	2033		
	383850	383851										
	354183	354183	82599		1/2 (41299)			1/2 41299	41300	41299		
	383850	383850		1386337		1/2 693168 3/4	(693168)		693168	693169		
	354410	354411	738033	738033					738033	738033		
July ✓	344322	344323	109580		1/2 (54791)			1/2 54791	54789	54791		
	386955	386956		1352976		1/2 676488 3/4	(676488)		676488	676488		
	232851	232851	485446						485446			
	1150	1680	1150	1680					1150	1680		
	252525	252526		485447						485447		
Aug ✓	1309	2131	1309	2131					1309	2131		
	250647	250647	531314						531314			
	280687	280687		531314						531314		
	373108	373108	10568628		1/2 (744314)			1/2 784314	784314	784314		
	411206	411206										
	7690668	7690727	14471035	9479097	(6351202)	3855461	(3855461)	6351202	11975295	11974837		

		1	2	3	4	5	6	7	8	9	10	11	12
		Ray Due Parted	Ray Due Parted	Ray Paid	Ray Paid	V-88 Ray Curr.	V-88 Ray Curr.	V-88 Ray Curr.	V-88 Ray Curr.	Net Ray Clear	Net Ray Clear		
		M-40133	M-48344	M-40133	M-48344	40133	40133	48344	48344	M-40133	M-48344		
1	Sept 1975	1070	1844	1070	1844					1070	1844		1
2	/	247558	247559	515925						515925			2
3	/	268366	268366		515925						515925		3
4	/	368131	368132	524016		1/2 (762009)			1/2 762009	762007	762009		4
5	/	393876	393877										5
6	Oct ✓	1123	1987	1123	1987					1123	1987		6
7	/	250036	250037	549304						549304			7
8	/	367333	367333		549305						549305		8
9	/	439804	439803	514273		1/2 (807136)			1/2 807136	807137	807136		9
10	/	299268	299268										10
11	Nov ✓	356	1456	356	1456					356	1456		11
12	/	228202	228203	526623						526623			12
13	/	298420	298420		526622						526622		13
14	/	340418	340418										14
15	/	439574	439574	559984		1/2 (779992)			1/2 779992	779992	779992		15
16	Dec ✓	395	1652	395	1652					395	1652		16
17	/	385730	385730	823371	771460					823371	771460		17
18	/	411686	411685			3/5 (25955)			3/5 25955	(25955)	25955		18
19	/	1027964	1027965										19
20	/	1101025	1101025	2128979	2128980					2128979	2128980		20
21	Jan 1976	381998	381999		763997	1/5 (22967)			1/5 22967		763997		21
22	/	404964	404965	809929						786964	22967		22
23	/	1076575	1076575	2240135	2240135					2240135	2240135		23
24	/	1163560	1163560										24
25	/	8594			8594						8594		25
26	Feb ✓	209	1305	209	1305					209	1305		26
27	/	360414	360414	720828						720828			27
28	/	404043	404044	808087		1/4 (764458)			1/4 764458	43629	764458		28
29	/	796327	796327	1698855	1698854					1698855	1698854		29
30	/	902527	902528										30
31	Mar ✓	321	1621	321	1621					321	1621		31
32	/	332579	332580	665159		5/6 (161994)	1/6 (161994)			827153	(161994)	X	32
33	/	445007	445007										33
34	/	494574	494574		989147						989147	X	34
35	/	665480	665479	1110487	1110486					1110487	1110486		35
36	Apr ✓	273	1466	273	1466					273	1466		36
37	/	708621	708622	1417243						1417243			37
38	/	927336	927336	1854672		1/5 (635958)			1/5 635958	218714	635958		38
39	/	963521	963522										39
40	/	1257709	1257709	2221230	2221231					2221230	2221231	X	40
41	May ✓	232	1574	232	1574					232	1574		41
42	/	512318	512318		1024636	1/2 512318	1/2 (512318)			512318	512318		42
43	/	746525	746525	1493050		1/2 (746525)			1/2 746525	746525	746525		43
44	/	1040472	1040473										44
45	/	1511726	1511727	5104398		1/4 (2552200)			1/4 2552200	2552198	2552200		45
46	/												46
47		21967636	21975168	29390527	14562277	(4097200)	674312	(674312)	8097200	21967636	21975168		47

[illegible]

	1	2	3	4	5	6	7	8	9	10	11	12
	Ray Due Pastor	Ray Due Pastor	Ray Paid	Ray Paid	V-88 Ray Carr.	V-88 Ray Carr.	V-88 Ray Carr.	V-88 Ray Carr.	Net Ray Chas. Q.	Net Ray Chas. Q.		
	M-40133	M-48344	M-40133	M-48344	40133	40133	48344	48344	M-40133	M-48344		
1	March 1977	1076	1727	1076	1727				1076	1727		
2		1173066	1173067									
3		886486	886486	1772972		886486	(886486)		886486	886486		
4		116604	116604	3579340	1289671			1289671	1289669	1289671		
5		598776	598776	1192552	598776			598776	598776	598776		
6		112947	112947	225894	112947			112947	112947	112947		
7	Apr	966346		966347		966347	(966347)		966347			
8		758551	758551	1517103	758551			758551	758551	758551		
9		1005104	1005104	2166499	1083250			1083250	1083249	1083250		
10		71147	71147									
11		71177	71177	142355	71177			71177	71177	71177		
12		601	1305	601	1305				601	1305		
13	May	649737	649737	1499425	649737			649737	649737	649737		
14		58253	58253									
15		842	1363	842	1363				842	1363		
16		351195	351195	702391	351195			351195	351196	351195		
17		49616	49616	99233	49616		49616	(49616)	49616	49617		
18		862087	862087	1840680	920340			920340	920340	920340		
19	June	603584	603584	1207168	603584			603584	603584	603584		
20		774	1229	774	1229				774	1229		
21		27135	27135									
22		16822	16821	33643	16822		16822	(16822)	16822	16821		
23		805960	805959	1666189	833094			833094	833095	833094		
24		344081	344080	688161	344080			344080	344081	344080		
25	July	823813	823813	1631894					1631894		X	
26		1071	2633	1071	3441				1071	3441	X	
27		11887	11887									
28		228858	228858	481491						481491	X	
29		594529	594529	1189058					1189058		X	
30		23129	23129									
31	V-88 adj. 8/24	59	(578)									
32	7/1/77	(4807212)	(539)									
33		141856	(4807204)									
34		383	144938									
35		4609751	4609756									
36		(530)										
37	Aug 77	241446	241447									
38		264943	264944	530337						530337	X	
39		23722	23722									
40		1034	2138	1034	2138				1034	2138		
41		503076	503075	1536046					1536046		X	
42		5439		6397					6397		X	
43		367019	367020	734039					734039		X	
44		958										
45												
46												
47		12574200	12578515	20335639	3825216	(7616402)	1919271	(1919271)	7616402	14638508	9591357	

	1	2	3	4	5	6	7	8	9	10	11	12
	Ray Due Part 9	Ray Due Part 9	Ray PR	Ray PR					Ref Ray Clear 9	Ref Ray Clear 9		
	M-40133	M-48344	M-40133	M-48344					M-40133	M-48344		
1	30/009	30/009	30/009	30/009					30/009	30/009		1
2	5749		6707						6707		X	2
3	14720	14720	14720	14720					14720	14720		3
4	154025	154025									X	4
5	136793	136793	136793	136793					136793	136793		5
6	958	1465		1465						1465	X	6
7	885		885						885			7
8	293563	293563	293563						293563		X	8
9	740		740						740			9
10	446704	446704	446704						446704		X	10
11	309489	309489	309489	309489					309489	309489		11
12	965										X	12
13	441452	441452	441452	441452					441452	441452		13
14	9843	9844	9843	9844					9843	9844		14
15	317413	317413									X	15
16	4539	2067	4504	2067					4504	2067	X	16
17	225835	335834									X	17
18	151297	151297	151297	151297					151297	151297		18
19	342	1740	639	1740					639	1740	X	19
20	13779	13779	13779	13779					13779	13779		20
21	3629		4594						4594		X	21
22	594435	594435	594435						594435		X	22
23	965										X	23
24	588081	588082	588081	588082					588081	588082		24
25	965		3021	3021					3021	3021	X	25
26	10923	10924	9223	9223					9223	9223	X	26
27	5117		8155	8155					8155	8155	X	27
28	296251	296255	296234	296233					296234	296233	X	28
29	891	1435	891	1435					891	1435		29
30	901090	901091	892935	892936					892935	892936	X	30
31	317992	317991	6082						6082			31
32	653842	653842	1943668						1943668		X	32
33			1700	1701					1700	1701	X	33
34	617812	617813									X	34
35	306314	306314	371184	371185					371184	371185	X	35
36	931	1611	931	1611					931	1611		36
37	14140	14139	14140	14139					14140	14139		37
38	5633		6604						6604		X	38
39	270813	270812	270813	270812					270813	270812		39
40	971										X	40
41	639563	639564	1891755						1891755		X	41
42												42
43												43
44												44
45												45
46												46
47	8148531	8123572	11941956	3837188					11941956	3837188		47

	1	2	3	4	5	6	7	8	9	10	11	12
	Ray Due Paid	Ray Due Paid	Ray P	Ray P					Net Ray Charged	Net Ray Charged		
	11-40133	11-48344	11-40133	11-48344					11-40133	11-48344		
1	Feb 1978	634124	634124	612298	612298				612298	612298	X	1
2		282891	282891								X	2
3		4325		5346	5346				5346		X	3
4		256615	256615	247783	247783				247783	247783		4
5		618	1187	618	1187				618	1187		5
6		14719	14719	14212	14213				14212	14213	X	6
7		971									X	7
8		640864	640864	1847511					1847511		X	8
9	Mar	4655	4655	4495	4495				4495	4495	X	9
10		238379	238379	230174	230174				230174	230174	X	10
11		677948	677948	654614	654614				654614	654614	X	11
12		971	1214		1214					1214	X	12
13		684374	684375	1874586					1874586		X	13
14		252919	252918								X	14
15		5967		6938					6938		X	15
16	Apr	216254	216255	233291	233291				233291	233291	X	16
17		978	1498		1498					1498	X	17
18		10035	10035	10701	10702				10701	10702	X	18
19		5713		6791					6791		X	19
20		688708	688708	1854845					1854845		X	20
21		238715	238715								X	21
22		682834	682834	727994	727994				727994	727994	X	22
23	May	8892	8892	8892	8892				8892	8892		23
24		212067	212068	212067	212068				212067	212068		24
25		231377	231377								X	25
26		697836	697836	701940	701940				701940	701940	X	26
27		978									X	27
28		701940	701940	1858426					1858426		X	28
29		6759	1761	7737	1761				7737	1761	X	29
30	June	524473	524473	1490080					1490080		X	30
31		6356	6356	6356	6356				6356	6356		31
32		525580	525579	525580	525579				525580	525579		32
33		220567	220568	204462	204463				204462	204463	X	33
34		978	998	6073	998				6073	998		34
35		5095										35
36		371443	371444	166981	166981				166981	166981	X	36
37	July	713477	713476	715311	715312				715311	715312		37
38		201025	201025	201025	201025				201025	201025		38
39		715311	715312									39
40		984	1781		1781					1781		40
41		6576		7560					7560			41
42		222485	222485	1871923					1871923			42
43		10518	10517	10518	10517				10518	10517		43
44		10928444	10928423	16327128	5497137				16327128	5497137		44
45	1 1/2 - 1/2 chp from 1414	113947										45
46	TOTALS ALL PAGES	80477509	78161262	122684326	52254553							46
47		82532456							85062450	69276429		113947 47

M-40133 & 48344 Atlantic Railroad Co
 Randolph State (RR C # 12714) Randolph State Gas Unit #1 (TRC # 61330) Randolph State Gas Unit #2 (RR C # 59825)
 & Randolph State Gas Unit #2 - STOKO (RR C # 68629)

		1	2	3	4	5	6	7	8	9	10	11	12
	Royalties Due & Paid	M-48344 Due # 12714	M-40133 Due # 61330	M-48344 Due # 61330	M-40133 Due # 59825	M-48344 Due # 59825	M-40133 Due # 68629	M-48344 Due # 68629	TOTAL Due	PAID	PAID	PAID	PAID
	Aug 1974	784							784				784
	Sept ✓	954							954				954
	Oct ✓	895							895				895
4	Nov ✓	834							834				834
5	Dec ✓	715							715				715
6	Jan 1975	768							768				768
7	Feb ✓	578	65113	65113	64669	64669			260142		19444 239253		578
8	Mar ✓	658	592102	592102	218378	218378			1621618	121163	1494284		658
9	Apr ✓	1905	767428	767428	280155	280155			2096471	156588	1931123		1325
10	May ✓	1389	458467	458467	250108	250108			1418539	105814	1305036		1389
11	June ✓	2093	385244	385244	354401	354401			1477323	82599	1386337		2093
12	July ✓	1680	386955	386955	344325	344325			1464240	102580	1352976		1680
13	Aug ✓	2131	414432	414432	374202	374202			1579399	1568628			2131
14	Sept ✓	1844	396218	396218	368925	368925			1532130	1524016			1844
15	Oct ✓	1987	442223	442223	368144	368144			1622721	1614273			1987
16	Nov ✓	1456	441922	441922	341211	341211			1567722	1559984			1456
17	Dec 2/25 - 2/25 price adj. w/ 1/1/25	1652	414112	414112	297594	297594			575188	823371	771460		1652
18	Jan 1976	6854	404965	404965	381999	381999			1602876	809249	763997		8594
19	Feb ✓	1305	542258	542258	441288	441288			2048397	720828	808087		1305
20	Mar ✓	1621	665033	665033	446113	446113			2223913	989147	665159		1621
21	Apr ✓	1466	625112	625112	483744	483744			2219178	1254672	1417243		1466
22	May ✓	1574	749818	749818	522389	522389			2545988	1493050	1024636		1574
23	June ✓	1625	742574	742574	504326	504326			2495425	1178561	988510		1625
24	July ✓	1525	747496	747496	500470	500470			2497457	1488406	993331		1525
25	Aug ✓	1622	764440	764440	493392	493392			2517286	1522294	984562		1622
26	Sept 2/25 - 4/26 adj.	1860	413972	413972	284392	284392			1398199	822043	566635		1860
27	Oct ✓	1692	500119	500119	-0-	-0-	146742	146742	1295414	993651	292382		1692
28	Nov ✓	1287	-0-	-0-	-0-	-0-	648323	648323	1298033	1292825	(472)		1287
29	Dec ✓	1554	-0-	-0-	-0-	-0-	736032	736032	1473618	1470607			1554
30	Jan 1977	1485	443941	443941	145057	145057	659719	659719	2458919	1318132	881315	247887	1485
31	Feb ✓	973	782638	782638	184205	184205	564998	564998	3064655	1559116	357958	1143229	973
32	Mar ✓	1747	889565	889565	118123	118123	598776	598776	3214755	1774972	425894	1192552	1747
33	Apr ✓	1305	761851	761851	76776	76776	483173	483173	2644905	1517103	142355	966347	1305
34	May ✓	1363	653150	653150	55448	55448	351195	351195	2120949	1299425	99233	702391	1363
35	June ✓	1229	606870	606870	22432	22432	344081	344081	1947995	1207168	33643	688161	1229
36	July ✓	2633	597925	597925	17685	17685	228858	228858	1691569	1189058	481491		2633
37	Aug ✓	2138	370436	370436	29553	29553	241446	241446	1285008	734039	530337		2138
38	Sept ✓	1465	304312	304312	18341	18341	136793	136793	920357	602018	25440	273586	1465
39	Oct ✓	2067	444400	444400	15652	15652	309489	309489	1541149	882904	19687	618978	2067
40	Nov ✓	1740	591411	591411	19372	19372	152297	152297	1525900	1176163	27558	302594	1740
41	1/77 - 4/77 price adj. w/ 1/77		8195	8195	1700	1700	3021	3021	25832	16370	3401	6042	
42	Dec ✓	1435	649748	649748	15003	15003	293234	293234	1917405	1785871	18446	586467	1435
43	Jan 1978	1611	621253	621253	19671	19671	270813	270813	1825085	742369	28279	541625	1611
44	Feb ✓	1187	645050	645050	20142	20142	256615	256615	1844801	1224596	28425	425566	1187
45	Mar ✓	1214	681468	681468	10594	10594	238379	238379	1862096	1309228	8990	460348	1214
46	Apr ✓	1498	686231	686231	15782	15782	216254	216254	1838032	1455988	21403	466583	1498
47													

[illegible]

Gulf Oil Corp

D.T. Randolph Lab (ARC # 13724) Randolph State GU - Museum (ARC # 61330), Randolph State GU #1-ATOLLA (ARC # 59875),
+ Randolph State GU, Well #1 - ATOLLA (ARC # 68629)

	1	2	3	4	5	6	7	8	9	10	11	12
	M-40133 Due #13724	M-40133 Due #61330	M-48344 Due #61330	M-40133 Due #59725	M-48344 Due #59725	M-40133 Due #68629	M-48344 Due #68629	TOTAL ROYALTY DUE	Royalty PAID	Royalty PAID		
Aug 1974	432							432		373		1
Sept ✓	343							343		343		2
Oct ✓	1289							1289		1289		3
Nov ✓	1192							1192		1192		4
Dec ✓	1039							1039		1039		5
Jan 1975	1286							1286		1286		6
Feb ✓	923	63769	63769	63593	63593			255647		923		7
Mar ✓	882	578897	578897	215617	215617			1589910		882		8
Apr ✓	1216	746214	746214	276894	276894			2047432		1216		9
May ✓	1339	445788	445788	247196	247196			1387307	10538582	1339		10
June ✓	1503	381489	381489	354171	354171			1472823	1476066	1503		11
July ✓	1150	505185	505185	465699	465699			1942918	970893	1150		12
Aug ✓	1309	537581	537581	498352	498352			2073175	1062624	1309		13
Sept ✓	1070	530413	530413	493024	493024			2047944	1031850	1070		14
Oct ✓	1123	592000	592000	497910	497910			2180943	1098609	1123		15
9/74 - 10/5 supplement	29861							29861		29861		16
Nov ✓	2708	587462	587462	453239	453239			2084110	1053245	2708		17
Dec ✓	2690	550508	550508	513982	513982			2131670	4287959	2690		18
Jan 1976	2747	538288	538288	507931	507931			2095186	4480270	2353		19
Feb ✓	1980	522530	522530	472013	472013			2045066	3397709	1980		20
Mar ✓	2761	662213	662213	443904	443904			2214985	2220973	2761		21
Apr ✓	2360	628854	628854	481761	481761			2223590	4442461	2360		22
May ✓	2406	755879	755879	520236	520236			2554636	5104398	2406		23
June ✓	2314	736450	736450	502327	502327			2479868	2472554	2314		24
July ✓	2876	752760	752760	507055	507055			2522506	2491698	2876		25
Aug ✓	5424	778395	778395	501375	501375			2564964	2559539	5424		26
Sept ✓	4866	421107	421107	297253	297253			1441586	2825509	4866		27
Oct ✓	6165	499854	499854	-0-	-0-	148051	148051	1301925	2591621	6165		28
Nov ✓	5621	-0-	-0-	-0-	-0-	804452	804452	1614525		5989		29
Dec ✓	5961	-0-	-0-	-0-	-0-	750914	750914	1507789		6416		30
Jan 1977	6015	452865	452865	129993	129993	681627	681627	2534985	1447369	6015		31
Feb ✓	4008	767267	767267	182743	182743	561079	561079	3026186	2388572	4008		32
Mar ✓	6658	884174	884174	117469	117469	595215	595215	3200374	2579340	7871		33
Apr ✓	4791	757234	757234	76396	76396	480300	480300	2632651	2166499	5169		34
May ✓	5764	649196	649196	55121	55121	349452	349452	2113302	1440680	6207		35
June ✓	5379	606870	606870	22432	22432	342035	342035	1948053	1666189	5795		36
July ✓	8017	605493	605493	17909	17909	230377	230377	1715525	1631894	8553		37
Aug ✓	6984	372856	372856	29648	29648	243897	243897	1299786	1536046	7431		38
Sept ✓	7185	306609	306609	18472	18472	138045	138045	933447	895316	7592		39
Oct ✓	5874	447755	447755	15764	15764	313251	313251	1559414	1488233	6244		40
Nov ✓	4936	591104	591104	19618	19618	153212	153212	1532804	1860539	5233		41
Dec ✓	6556	650398	650398	15193	15193	286945	286945	1931628	1943668	6923		42
Jan 1978	7079	636014	636014	20355	20355	280232	280232	1880341	1891755	7535		43
Feb ✓	5609	637679	637679	20066	20066	257454	257454	1836007	1847511	5964		44
Mar ✓	6505	680857	680857	10550	10550	236457	236457	1862233	1874586	6938		45
Apr ✓	6386	685319	685319	15699	15699	217302	217302	1843026	1854845	6791		46
												47

COLUMN WRITE @	1	2	3	4	5	6	
							M-40133 M-48344
1	TOTAL CHGS put to ledger Aug 74 - July 1978						805324 805324 7816146
2							Charged remainder total on
3	TOTAL CHGS Paid						805324 56
4	✓ DUE						V-88 19/80
5							
6	TOTAL Roy. Due Aug 1974 - July 1978 Arco						38738881 38662278
7	✓ Gulf						40513172 40298040
8							19252059 18960318
9							Charged due part in total on
10							V-88 19/80
11	TOTAL Royalty cleared to ledgers						95176397 69876429
12							
13	TOTAL Royalty REMITTED						165052826
14	TOTAL Royalty DUE						158212377
15	Royalty OVERPAID 8/74-7/78						6840449
16							
17							
18	Overpaid by Gulf						7627559
19	Underpaid by Arco						787110
20							
21							
22							
23							
24							
25	Royalty cleared for V-88 to M-40133						* 95176397
26	M-48344						* 69876429
27	Reversed on V-88 7/1/80						
28							
29	Re-applied in total V-88 7/1/80 to M-40133						* 86092507
30	M-48344						* 78760318
31							
32	excess royalty carried on M-40133						* 840449
33	Letter to Gulf & Arco in 1979 about excess royalty payments						
34	Credit may be taken in 1980 for overpay. Reconcile ledgers						
35	in 1980 for resulting balance.						
36							
37	8/10/81						
38	ADJUSTED RECORDS TO INCLUDE \$3,297.467 ADJUSTMENT NOT CONSIDERED DURING ABOVE						
39	RECON -- ALSO ADJUSTED M-40133 \$1,490.09 & M-48344 \$1320.91 WHICH WAS REVERSED						
40	OUT ON ABOVE RECON --- ESTABLISHED CHARGES FOR \$68,404.59 (CR. BAL SHOULD						
41	HAVE BEEN THIS BAL RATHER THAN \$68,404.49) AS GULF ADVISED IN THEIR						
42	5/31/79 LTR THAT THEY SHOWED AN OVERPAYMENT OF 5962.26 WHICH THEY						
43	TOOK ON THEIR APRIL 79 MTA-2 -- THESE ADJUSTMENTS WERE CREDI-						
44	TATED W/ETH-						
45							
46							
47							
48							
49							
50							

ADJUSTMENT CREDITS GULF

COLUMN WRITE	1	2	3	4	5	6
	40133	48344				
1	Page 1	<407227>	<407225>		<814452>	
2	✓	<285270>	<285270>			
3	✓	<421121>	<421121>			
4	✓	<148051>	<148051>		<8816372>	
5	✓	<499854>	<499855>			
6	✓	5679	5680			
7	✓	<3059568>	<3059570>			
8						
9	Pg 3					
10		<889103>	<889097>			
11	Jul 77 Print	<172583>	<172584>			
12		<579095>	<579096>			
13		<276495>	<276496>		<6701427>	
14		<744853>	<744854>			
15		<246809>	<246810>			
16		<444676>	<444676>			
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18						
19	11/76	647681	647681			
20	12/76	735243	735244			
21	1/77	670379	670380			
22	2/77	552874	552874			
23	3/77	594625	594625		9219508	
24	4/77	480300	480300			
25	5/77	352241	352242			
26	6/77	344425	344425			
27	7/77	231984	231985			
28						
29						
30	NET CREDIT					
31	DUE GULF	<3559274>	<3559269>		<7118543>	
32						
33						
34						
35						
36	FY77 OPEN	<3381470>	<3381465>			
37						
38	ADJUSTMENT PER GULF	3129746	3129740	-	✓88179	
39	LTR 5/31/79	<251724>	<251725>			
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

DATE	MCF REPORTED	GROSS VALUE REPORTED	ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE	ROYALTY PAID	ADDITIONAL ROYALTY DUE	TOTAL ROYALTY DUE		LEDGER	
								ACCUMULATED SHORTAGE (OVERAGE)	ROYALTY ADJUSTMENT	40133	48344
APR 27 - ATOKA	1800 ✓	356567 ✓	900 ✓	178283 ✓	11143	22285	<11142>	~ 152791	<1752>	<1752>	✓
✓ - ✓	10824 ✓	2144154 ✓	11441 ✓	2266376 ✓	141648	134010	7638	~ 152791	<1752>	<1752>	✓
✓ - ✓ - FUSSELMAN	1080 ✓	209887 ✓	540 ✓	104944 ✓	6559	13118	<6559>	~ 1514467	<247869>	<247868>	✓
✓ - ✓ - ✓	164420 ✓	31953382 ✓	124146 ✓	24126534 ✓	1507908	1997086	<489178>	~ 1514467	<247869>	<247868>	✓
MAY - ATOKA	1860 ✓	371024 ✓	930 ✓	185512 ✓	11595	23139	<11594>	~ 110247	<3130>	<3129>	✓
✓ - ✓ - ✓	7485 ✓	1493070 ✓	7913 ✓	1578446 ✓	98652	93317	5335	~ 110247	<3130>	<3129>	✓
✓ - ✓ - FUSSELMAN	1116 ✓	217104 ✓	558 ✓	108552 ✓	6785	13569	<6784>	~ 1298392	<212891>	<212891>	✓
✓ - ✓ - ✓	140691 ✓	27369672 ✓	106230 ✓	20665719 ✓	1291607	1710605	<418998>	~ 1298392	<212891>	<212891>	✓
JUN - ATOKA	1800 ✓	359055 ✓	900 ✓	179528 ✓	11221	22441	<11220>	~ 44869	<4701>	<4700>	✓
✓ - ✓ - ✓	2553 ✓	509260 ✓	2699 ✓	538383 ✓	33648	31829	1819	~ 44869	<4701>	<4700>	✓
✓ - ✓ - FUSSELMAN	1080 ✓	210314 ✓	540 ✓	105157 ✓	6572	13145	<6573>	~ 1215390	<198265>	<198264>	✓
✓ - ✓ - ✓	131360 ✓	25580389 ✓	99320 ✓	19341080 ✓	1208818	1598774	<389956>	~ 1215390	<198265>	<198264>	✓
JUL - ATOKA	1860 ✓	375720 ✓	930 ✓	187860 ✓	11741	23483	<11742>	~ 35817	<5221>	<5220>	✓
✓ - ✓ - ✓	1804 ✓	364408 ✓	1907 ✓	385214 ✓	24076	22775	1301	~ 35817	<5221>	<5220>	✓
✓ - ✓ - FUSSELMAN	1116 ✓	216950 ✓	558 ✓	112716 ✓	7095	13559	<6514>	~ 1240469	<203579>	<203578>	✓
✓ - ✓ - ✓	129389 ✓	25153222 ✓	97697 ✓	19734794 ✓	1233424	1572077	<338653>	~ 1240469	<203579>	<203578>	✓
MAR 75 - ATOKA	324	22680	162	11340	709	1418	<709>	430547	<215274>	<215273>	✓
✓ - ✓	99506	13754824	49753	6877412	429838	859676	<429838>	~ 1157799	<99>	<97>	✓
✓ - ✓ - FUSSELMAN	936	65520	468	32760	2048	4095	<2047>	~ 1157799	<99>	<97>	✓
✓ - ✓ - ✓	269739	36983914	134870	18492036	1155751	2311895	<1155744>	~ 553001	02	03	✓
APR - ATOKA	372	26040	186	13020	814	1628	<814>	~ 553001	02	03	✓
✓ - ✓ - ✓	127699	17669838	63850	8834988	552187	1104364	<552177>	~ 1489708	-0-	-0-	✓
✓ - ✓ - FUSSELMAN	1316	92120	658	46060	2879	5758	<2879>	~ 1489708	-0-	-0-	✓
✓ - ✓ - ✓	349508	47578524	174754	23789262	1486829	2973657	<1486828>	~ 493626	02	01	✓
MAY 75 - ATOKA	360	65200	180	16600	787	1575	<788>	~ 493626	02	01	✓
✓ - ✓ - ✓	113975	15770721	56988	7885430	492839	985670	<492839>	~ 889360	02	02	✓
✓ - ✓ - FUSSELMAN	1080	75600	540	37800	2363	4725	<2363>	~ 889360	02	02	✓
✓ - ✓ - ✓	208505	28383736	104253	14191961	886997	1773987	<886997>	~ 1092775	<1092766>	<1092766>	✓
								67,074.27	<33,071>	<33,071>	✓
									<48,039.05>	<48,039.05>	✓

40133 48344

①

5129

[illegible]

Approved By _____

TOTAL ROYALTY DUE													
	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)	ROYALTY 40133	ADJUSTMENT 48344
1 APR 76 - ATOKA	2841 ✓	536502 ✓		1421 ✓	268345 ✓	16772		33531	(1675)				
2 " " - " "	160431 ✓	3022619 ✓		80216 ✓	15148190 ✓	946761		1893512	(946751)		963533	(481755)	(481755)
3 " " - FUSSELLMAN	1080 ✓	504158 ✓		540 ✓	102079 ✓	6380		12760	(6380)				
4 " " - " "	211826 ✓	40042528 ✓		105913 ✓	20021264 ✓	1251329		2502658	(1251329)		1257709	(628855)	(628854)
MAY " - ATOKA	3372 ✓	641869 ✓		1686 ✓	320934 ✓	20059		40117	(20059)				
6 " " - " "	171541 ✓	32653258 ✓		85771 ✓	16326724 ✓	320420		2040828	(1020420)		1040479	(520232)	(520234)
7 " " - FUSSELLMAN	1116 ✓	212467 ✓		558 ✓	106233 ✓	6690		13279	(6639)				
8 " " - " "	522979 ✓	58162774 ✓		126490 ✓	24081432 ✓	1505092		3010174	(1505082)		1511732	(755860)	(755861)
JUL " - ATOKA	164446 ✓	31845790 ✓	03125	166300 ✓	32204827 ✓	1006401		995181	11220		1014111	5610	5610
10 " " - FUSSELLMAN	249380 ✓	47429522 ✓		252192 ✓	47964396 ✓	1498887		1482174	16713		1505580	8357	8356
11 SEP " - ATOKA	360 ✓	69023 ✓		180 ✓	34512 ✓	2157		4314	(2157)				
12 " " - " "	94864 ✓	18188275 ✓		47432 ✓	9094137 ✓	568384		1136767	(568384)		570541	-0-	01
13 " " - FUSSELLMAN	1080 ✓	207484 ✓		540 ✓	103742 ✓	6484		12968	(6484)				
14 " " - " "	139205 ✓	26743369 ✓		69603 ✓	13371235 ✓	835702		1671460	(835758)		842186	(14)	(14)
15 OCT " - ATOKA	528 ✓	101215 ✓		264 ✓	50608 ✓	3163		6326	(3163)				
16 " " - " "	48901 ✓	9374043 ✓		24451 ✓	4687021 ✓	292939		585878	(292939)		296102	-0-	-0-
17 " " - FUSSELLMAN	1116 ✓	210656 ✓		558 ✓	105328 ✓	6583		13166	(6583)				
18 " " - " "	168362 ✓	31780011 ✓		84181 ✓	15890006 ✓	993125		1986251	(993126)		999708	-0-	-0-
19 JAN 77 - ATOKA	372 ✓	72540 ✓		186 ✓	36270 ✓	2267		4534	(2267)				
20 " " - " "	19591 ✓	3820245 ✓		20709 ✓	4038255 ✓	252391		238765	13626		254658	(244321)	(244320)
21 " " - FUSSELLMAN	99184 ✓	19050767 ✓		74890 ✓	14384477 ✓	899031		1190673	(291642)				
22 " " - " "	1116 ✓	214356 ✓		558 ✓	107178 ✓	6699		13397	(6698)		905730	(149170)	(149170)
23 FEB " - ATOKA	1680 ✓	327600 ✓		840 ✓	163800 ✓	10238		20475	(10237)				
24 " " - " "	27215 ✓	5306925 ✓		28269 ✓	5512455 ✓	344508		331683	12845		354766	1304	1304
25 " " - FUSSELLMAN	1008 ✓	193218 ✓		504 ✓	96609 ✓	6038		12076	(6038)				
26 " " - " "	168972 ✓	32389398 ✓		127584 ✓	24455939 ✓	1528496		2024338	(495842)		1534534	(250940)	(250940)
27 MAR " - ATOKA	1680 ✓	332404 ✓		840 ✓	166232 ✓	10390		20779	(10389)				
28 " " - " "	17175 ✓	3398847 ✓		18155 ✓	3592784 ✓	224549		212428	12121		234939	865	866
29 " " - FUSSELLMAN	1008 ✓	195895 ✓		504 ✓	97947 ✓	6122		12243	(6121)				
30 " " - " "	192149 ✓	37342237 ✓		145084 ✓	58195625 ✓	1762226		2333890	(571664)		1768348	(288892)	(288893)
FEB 77 - ATOKA (509247)	181,455	361,598.99		-	-	-		11,432.29	-		88,163.72	(33,039.03)	(33,039.04)
												(33.07)	(33.09)

LEDGER
Royalty Adjustment

COLUMN
WRITE

	1	2	3	4	5	6	7	8	9	10	11	12	13
	TOTAL ROYALTY DUE												
			40133	48344									
1	11/76	1295362	647681	647681									1
2	12/76	1470487	735243	735244									2
3	1/77	1340759	670379	670380									3
4	2/77	1105748	552874	552874									4
5	3/77	1189250	594625	594625									5
6	4/77	960600	480300	480300									6
7	5/77	704483	352241	352242									7
8	6/77	638850	344425	344425									8
9	7/77	463969	231984	231985									9
10													10
11		9219508	4609752	4609756									11
12													12
13													13
14													14
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30													30

A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN

M-40133 & M-48344 STATE LEASES

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		1	2	3	4	5	6	7	8	9	10	11
		MCF	VALUE	ADJUSTED	ADJUSTED	ADJUSTED	ADJUSTED	ADJUSTED	ROYALTY	ADDITIONAL		ACCUMULATED
		REPORTED	REPORTED	M.C.F.	VALUE	ROYALTY	ROYALTY	ROYALTY	PAID	ROYALTY		SHORTAGE
						DUE	DUE	DUE		DUE		(COVERAGE)
02	75	Atoka + Fusselman FUEL	84	5880	84	5880	368	368	368	-	-	-
		Atoka + Fusselman	59245	81562.59	118470	163125.18	509766	509766	509766	-	-	-
03	75	Atoka FUEL	324	22680	324	22680	1418	1418	1418	-	-	-
		Atoka	99506	137548.24	1177412	275094.29	259670	259670	859676	< 06 >	< 06 >	< 06 >
		Fusselman FUEL	936	65520	936	65520	4095	4095	4095	-	-	-
		Fusselman	269739	369839.14	539478	739678.29	2311495	2311495	2311495	< 400 >	< 406 >	< 406 >
04	75	Atoka FUEL	372	26040	372	26040	1628	1628	1628	-	-	-
		Atoka	127679	176678.38	255278	353394.21	1104359	1104359	1104359	< 07 >	< 413 >	< 413 >
		Fusselman FUEL	1316	72120	1316	72120	5758	5758	5758	-	-	-
		Fusselman	349508	475785.24	699112	951570.48	2973658	2973658	2973658	-	< 412 >	< 412 >
05	75	Atoka FUEL	360	25200	360	25200	1575	1575	1575	-	-	-
		Atoka	113975	159707.21	227950	315414.42	985670	985670	985670	-	-	-
		Fusselman FUEL	1080	75600	1080	75600	4725	4725	4725	-	-	-
		Fusselman	208505	283837.86	417010	566257.88	1767556	1767556	1767556	< 4431 >	< 4843 >	< 4843 >
06	75	Atoka FUEL	372	26040	372	26040	1628	1628	1628	-	-	-
		Atoka	81721	113078.16	163442	226156.32	706738	706738	706738	-	-	-
		Fusselman FUEL	1116	78120	1116	78120	4883	4883	4883	-	-	-
		Fusselman	89564	122050.92	179128	244101.84	762817	762817	762817	-	-	-
07	75	Atoka FUEL	-	-	360	25200	1575	1575	-	1575	< 3268 >	< 3268 >
		Atoka	397107	775133.1	158836	278047.24	931404	931404	465702	465702	462434	462434
		Fusselman	-	-	1080	75600	4725	4725	-	4725	467159	467159
		Fusselman	43873	80820.56	175492	323322.24	1010382	1010382	505191	505191	972350	972350
08	75	Atoka FUEL	476	69440	476	69440	4340	4340	4340	-	-	-
		Atoka	42303	77506.27	169212	318025.08	973822	973822	496714	496714	1467264	1467264
		Fusselman FUEL	1488	208320	1488	208320	13020	13020	13020	-	-	-
		Fusselman	48421	87736.58	189687	343703.94	1074075	1074075	548354	548354	1994785	1994785
09	75	Atoka FUEL	360	50400	360	50400	3150	3150	3150	-	-	-
		Atoka	41738	7871470	166953	314860.67	983740	983740	491967	491967	2486758	2486758
		Fusselman FUEL	1080	151200	1080	151200	9450	9450	9450	-	-	-
		Fusselman	75423	843650.9	181672	337460.37	1054564	1054564	527282	527282	3014240	3014240

A.T. RANDOLPH ETAL - STATE GAS UNIT
 CHAPMAN DEEP - ATOKA & FUSSELMAN
 M-40133 & M-48344 STATE LEASES

Prepared by	Initials	Date
Approved by		

1	2	3	4	5	6	7	8	9	10	11	12
	MCF REPORTED	VALUE REPORTED	100% ADJUSTED M.C.F.	5100% ADJUSTED VALUE	0.0635 ADJUSTED ROYALTY DUE		ROYALTY PAID	(COVERAGE) ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (COVERAGE)	
10 75 Atoka FUEL	372	52080	372	52080	3255		3255	-		3014240	
2 Atoka	42107	7949070	168427	31796547	993642		496818	496824		3511064	
3 Fusselman FUEL	1116	156240	1116	156240	9765		9765	-		1	
4 Fusselman	527911	9420332	202877	34681142	1177536		588471	588765		4099827	
5 11 75 Atoka FUEL	360	67416	360	67416	4214		4214	-		1	
6 Atoka	38625	7235068	154538	28937877	904372		452191	452181		4552010	
7 Fusselman FUEL	1080	1997795	1080	1997795	12487		12487	-		1	
8 Fusselman	50540	7349647	202161	37398773	1168712		584353	584359		5136369	
9 12 75 Atoka FUEL	372	67734	372	67734	4358		4358	-			
10 Atoka	175108	32825133	175108	32825133	1025785		2051571	<1025785>		4116583	
11 Fusselman FUEL	1116	206454	1116	206454	12903		12903	-		1	
12 Fusselman	189335	35026028	189335	35026028	1094563		2189127	<1094564>		3016017	
13 01 76 Atoka FUEL	-	-	372	67734	4358		-	4358		3020274	
14 Atoka	178627	37233922	173414	32507581	1015862		2327120	<1311257>		1707119	
15 Fusselman FUEL	-	-	1116	206454	12903		-	12903		1722029	
16 Fusselman	186808	34450400	186808	34450400	1076575		2153156	<1076575>		645447	
17 02 76 Atoka FUEL	-	-	348	65235	4077		-	4077		649524	
18 Atoka	135938	25482462	161151	30208803	944025		1592654	<648627>		895	
19 Fusselman FUEL	-	-	1044	192542	12034		-	12034		12920	
20 Fusselman	156598	28880885	183758	33887720	1059060		1805055	<1445995>		<1733064>	
21 03 76 Atoka FUEL	372	70822	372	70822	4426		4426	-			
22 Atoka	74426	14169407	148553	28335816	885588		885588	-			
23 Fusselman FUEL	1116	207027	1116	207027	13064		13064	-			
24 Fusselman	112577	21086316	225158	42172632	1317895		1317895	-			
25 04 76 Atoka FUEL	2841	536502	2841	536502	33531		33531	-			
26 Atoka	160431	30296191	160431	30276191	946756		1873512	<946756>		<1677822>	
27 Fusselman FUEL	1080	204158	1080	204158	12760		12760	-		1	
28 Fusselman	211826	40042528	211826	40042528	1251327		2502458	<1251327>		<2731157>	

A.T. RANDOLPH ETAL - STATE GAS UNIT
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M-40133 & M-48344 STATE LEASES

1	2	3	4	5	6	7	8	9	10	11	12
	MCF REPORTED	VALUE REPORTED	ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)	
05 76	Atoka FUEL	3372 ~	641867 ✓	3372	641867	40117	40117 ~	-		<2931151>	
	Atoka	171541 ~	32653238 ✓	171541	32653238 ✓	1020414	2040828 ~	<1020414>		<3951565>	
	Fusselman FUEL	1116 ~	212467 ✓	1116	212467	13279	13279 ~	-			
	Fusselman	252777 ~	48162774 ✓	252777	48162774 ✓	1505087	3010174 ~	<1505087>		<5456652>	
06 76	Atoka FUEL	3372 ~	641867 ✓	3372	641867	40123	20062	20061		<5436571>	
	Atoka	165493	31506971	165493	31506971	984592	984592	-			
	Fusselman FUEL	1116 ~	207030 ✓	1116	209030	13064	6532	6532		<5430059>	
	Fusselman	250524	46923772	250524	46923772	1466368	1466368	-			
07 76	Atoka FUEL	1274	246716	1274	246716	15420	7710	7710		<5422347>	
	Atoka w/og w/	164446 ✓	31845790 ✓	166300 ✓	32204826 ✓	1011401	995181 ~	11220 ~		<5411129>	
	Fusselman FUEL	1116	212252	1116	212252	13286	6633	6633		<5404474>	
	Fusselman	247380 ~	47427582 ✓	252192 ✓	47764396 ✓	1498887	1482174 ~	16713 ~		<5387783>	
08 76	Atoka FUEL	372	72254	372	72254	4516	2258	2258		<5385521>	
	Atoka	164832	32015732	164832	32015732	1000492	1000492	-			
	Fusselman FUEL	1116	214615	1116	214615	13413	6707	6706		<5378817>	
	Fusselman	257934	49602642	257934	49602642	1550082	1550082	-			
09 76	Atoka FUEL	360 ~	69023 ✓	360	69023	4314	4314	-			
	Atoka	94864 ~	18188275 ✓	94864	18188275 ✓	568384	1136767 ~	<568384>		<5744202>	
	Fusselman FUEL	1080 ~	207484 ✓	1080	207484	6484	12968	6484		<5953684>	
	Fusselman	139205 ~	26743369 ~	139205	26743369 ✓	835730	1671460 ~	<835730>		<67187416>	
10 76	Atoka FUEL	528 ~	101215 ✓	528	101215	6326	6326	-			
	Atoka	48901 ~	9374043 ✓	48901	9374043 ✓	292737	583878 ~	<292737>		<7082335>	
	Fusselman FUEL	1116 ~	210656 ✓	1116	210656	13116	13116	-			
	Fusselman	168362 ~	31780011 ✓	168362	31780011 ✓	993125	1786251 ~	<993125>		<8075481>	
11 76	Atoka FUEL	-	-	1372	262754	16422	-	16422		<8057059>	
	Atoka	-	-	216237	40816897	1275528	-	1275528		<6783531>	
	Fusselman FUEL	-	-	none	none	-	-	-			
	Fusselman	-	-	none	none	-	-	-			

930.37
DIP

A.T. RANDOLPH ETAL - STATE GAS UNIT
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Prepared by	Initials	Date
Approved by		

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			1	2	3	4	5	6	7	8	9	10	11	12
			MCF REPORTED	VALUE REPORTED		ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (COVER AGE)	
1	0777	Atoka FULL	1860	375720		1860	375720	23483		23483	-		<583154>	
2		Atoka	1804	364408		177314	15617428	188045		22776	465267		<118385>	
3		Fusselman FULL	1116	216750		1116	216750	13559		13559	-			
4		Fusselman	129389	25153222		175373	37787700	1187013		1572077	<385064>		<503477>	
5	0877	Atoka FULL	1860	374418		1860	374418	23401		23401	-			
6		Atoka	40257	8103734		85109	17132441	535389		506483	28906		<474543>	
7		Fusselman FULL	1116	220075		1116	220075	13755		13755	-			
8		Fusselman	80519	15878347		117892	23642703	738834		992377	<253563>		<728106>	
9	0977	Atoka FULL	1800	362340		1800	362340	22646		22646	-			
10		Atoka	22676	4568705		47762	9654751	301711		285544	16167		<711937>	
11		Fusselman FULL	1080	212776		1080	212776	13311		13311	-			
12		Fusselman	46557	9181040		98428	19410001	606563		573815	32748		<679171>	
13	1077	Atoka FULL	1860	374418		1860	374418	23401		23401	-			
14		Atoka	48578	9782777		102745	20082568	676330		611424	34906		<644285>	
15		Fusselman FULL	964	190101		964	190101	11881		11881	-			
16		Fusselman	69355	13411430		144352	28466215	857527		841526	48043		<576242>	
17	1177	Atoka FULL	1800	362340		1800	362340	22658		22658	-			
18		Atoka	51560	10384184		103121	20768569	647018		647018	-			
19		Fusselman FULL	1080	212776		1080	212776	13311		13311	-			
20		Fusselman	95380	18808736		190759	37617675	1175552		1175559	<07>		<576247>	
21	1277	Atoka FULL	1860	374404		1860	374404	23413		23413	-			
22		Atoka	48665	9801131		97330	19602362	612571		612571	-			
23		Fusselman FULL	1116	220070		1116	220070	13776		13776	-			
24		Fusselman	104823	20702543		207646	41405086	1273707		1273707	-			
25	0178	Atoka FULL	1780	366324		1780	366324	22875		22875	-			
26		Atoka	45847	7435124		91677	18871242	587726		587733	<07>		<376056>	
27		Fusselman FULL	1116	225432		1116	225432	14090		14090	-			
28		Fusselman	100201	20240602		200403	40481406	1265048		1265038	06		<576250>	



40047124 76143954 2002204

A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN
M-40133 & M-48344 STATE LEASES

Prepared by	Initials	Date
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	MCF REPORTED	VALUE REPORTED	ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (COVERAGE)	
02 78	Atoka FUEL	1680	345714	1680	345744	21609	21607	-		<596250>	
	Atoka	42307	8706781	87614	17413562	544174	544174	-			
	Fusselman FUEL	1008	203616	1008	203616	12726	12726	-			
	Fusselman	100515	20304030	201027	40607858	1268796	1268796	-			
03 78	Atoka FUEL	1860	378510	1860	378510	23657	23657	-			
	Atoka	37911	7714889	75823	15429982	482181	482181	06		<596244>	
	Fusselman FUEL	1116	225097	1116	225097	14067	14067	-			
	Fusselman	107461	21674884	214922	43347768	1354680	1354680	-			
04 78	Atoka FUEL	1800	365886	1800	365886	22868	22868	-			
	Atoka	35780	7273001	71561	14546205	454567	454575	< 06 >		<596250>	
	Fusselman FUEL	1080	217080	1080	217080	13568	13568	-			
	Fusselman	108565	21821565	217131	43643331	1363848	1363848	06		<596244>	
05 78	Atoka FUEL	1860	380556	1860	380556	23785	23785	-			
	Atoka	34328	7023509	68657	14047223	438776	438767	07		<596237>	
	Fusselman FUEL	1116	224428	1116	224428	14027	14027	-			
	Fusselman	109727	22106320	219855	77212841	1381651	1381645	06		<596230>	
06 78	Atoka FUEL	1740	356037	1740	356037	22252	22252	-			
	Atoka	32754	6702123	65506	13403834	418870	418883	< 13 >		<596244>	
	Fusselman FUEL	1044	210207	1044	210207	13138	13138	-			
	Fusselman	82347	16572717	164617	33145633	1035801	1035801	< 06 >		<596250>	
07 78	Atoka FUEL	1860	381337	1860	381337	23834	23834	-			
	Atoka	32866	6738187	65731	13476167	421130	421137	< 07 >		<596257>	
	Fusselman FUEL	1116	225209	1116	225209	14076	14076	-			
	Fusselman	112022	22606040	221073	45211878	1412877	1412878	< 07 >		<596264>	
08 78	Atoka FUEL	1860	381300	1860	381300	23831	23831	-			
	Atoka	32576	6675050	65153	13356365	417386	417380	06		<596258>	
	Fusselman FUEL	1116	226336	1116	226336	14146	14146	-			
	Fusselman	113410	23000682	226820	46001364	1437543	1437543	-			



A.T. RANDOLPH ETAL - STATE GAS UNIT
CHAPMAN DEEP - ATOKA & FUSSELMAN
M-40133 & M-48344 STATE LEASES

Prepared by	Initials	Date
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			1	2	3	4	5	6	7	8	9	10	11	12
			MCF REPORTED	VALUE REPORTED		ADJUSTED M.C.F.	ADJUSTED VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (COVER AGE)	
1	09 78	Atoka FUEL	1800	3682.08		1800	3682.08	230.13		230.13	-		<5962.58>	
2		Atoka	30597	62593.31		61177	125184.57	3912.02		3912.08	< 06 >		<5962.64>	
3		Fusselman FUEL	1080	2190.35		1080	2190.35	136.90		136.90	-		}	
4		Fusselman	106775	216550.38		213547	433078.73	13534.34		13534.40	06		<5962.58>	
5	10 78	Atoka FUEL	1860	3809.28		1860	3809.28	238.08		238.08	-		}	
6		Atoka	17255	37434.24		38508	78864.38	2464.51		2464.64	< 13 >		<5962.71>	
7		Fusselman FUEL	1116	2250.53		1116	2250.53	140.66		140.66	-		}	
8		Fusselman	109003	219815.45		218006	437630.90	13738.47		13738.47	-		}	
9	11 78	Atoka FUEL	1620	3319.70		1620	3319.70	207.48		207.48	-		}	
10		Atoka	19726	40411.047		39439	80818.87	2525.59		2525.69	< 06 >		<5962.77>	
11		Fusselman FUEL	1080	2380.62		1080	2380.62	148.79		148.79	-		}	
12		Fusselman	98543	201124.29		197086	402248.58	12570.27		12570.27	-		}	
13	12 78	Atoka FUEL	1860	3810.40		1860	3810.40	238.15		238.15	-		}	
14		Atoka	18011	36876.70		36021	73791.35	2305.78		2306.04	< 06 >		<5962.83>	
15		Fusselman FUEL	1116	2277.76		1116	2277.76	142.36		142.36	-		}	
16		Fusselman	93550	190733.68		187100	381867.36	11933.36		11933.36	-		}	
17	01 79	Atoka FUEL	1860	3815.89		1860	3815.89	238.47		238.47	-		}	
18		Atoka	17620	36148.41		35241	72298.87	2259.34		2259.28	06		<5962.77>	
19		Fusselman FUEL	1116	2213.90		1116	2213.90	138.37		138.37	-		}	
20		Fusselman	114297	226740.67		228575	453483.32	14171.35		14171.29	06		<5962.71>	
21	02 79	Atoka FUEL	1688	3473.78		1688	3473.78	214.11		214.11	-		}	
22		Atoka	21752	44777.17		43502	87950.20	2810.74		2511.07	< 13 >		<5962.84>	
23		Fusselman FUEL	1008	2053.85		1008	2053.85	128.37		128.37	-		}	
24		Fusselman	95271	194119.62		190542	388237.24	12132.48		12132.48	-		}	
25	03 79	Atoka FUEL	1860	3845.70		1860	3845.70	240.36		240.36	-		}	
26		Atoka	13145	27178.36		26288	54352.58	1678.52		1678.64	< 12 >		<5962.76>	
27		Fusselman FUEL	1116	2273.91		1116	2273.91	142.12		142.12	-		}	
28		Fusselman	121728	248027.13		243456	476054.26	15501.70		15501.70	-		}	



Initials Date

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Approved By

M-AD133 & 48344 STATE LEASES
 CHAPMAN DEEP - ATOKA & FUSSELMAN FIELDS
 A.T. RANDOLPH ET AL - STATE GAS UNIT

OPERATOR: GULF ENERGY & MINERALS CO

WRITE	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)	PENALTY DUE AT 1% PER MONTH	
JUL 75 - ATOKA	39709	7451231		79418	14902462	931404		465702	465702		465702		1
✓ - FUSSELMAN	43873	8083056		87746	16166112	1010382		505191	505191		970893		2
AUG ✓ - ATOKA	496	69440		248	34720	2170		4340	<2170>		968723		3
✓ ✓ ✓	42303	7950627		84606	15901254	993828		496914	496914		1465637		4
✓ ✓ - FUSSELMAN	1488	208360		744	104160	6510		13020	<6510>		1459127		5
✓ ✓ ✓	48421	8773658		94846	17185650	1074103		548354	525749		1984876		6
SEP 75 - ATOKA	360	50420		180	25200	1575		3150	<1575>		1983301		7
✓ ✓ ✓	41738	7871470		83476	15752940	984559		491967	492592		2475893		8
✓ - FUSSELMAN	1080	151200		540	75600	4725		9450	<4725>		2471168		9
✓ ✓ ✓	45423	8426509		90846	16873018	1054563		527282	527281		2998449		10
OCT ✓ - ATOKA	372	52060		186	26040	1628		3255	<1627>		2996822		11
✓ ✓ ✓	48107	7949097		89214	15898180	993636		496818	496815		3493640		12
✓ - FUSSELMAN	1116	156240		558	78120	4883		9765	<4882>		3488758		13
✓ ✓ ✓	527911	9420332		101440	18840664	1177541		588771	588770		4077528		14
NOV ✓ - ATOKA	360	67416		180	33708	2107		4214	<2107>		4075421		15
✓ ✓ ✓	38635	7235068		77270	14470136	904383		452191	452192		4527613		16
✓ - FUSSELMAN	1080	199795		540	99898	6244		12487	<6243>		4521370		17
✓ ✓ ✓	50540	9349647		101080	18699294	1168706		584353	584353		5105723		18
DEC ✓ - ATOKA	372	69734		186	34867	2179		4358	<2179>		5103544		19
✓ ✓ ✓	175108	32825133		87554	16412566	1025786		2051571	<1025785>		4077759		20
✓ - FUSSELMAN	1116	206454		558	103227	6452		12903	<6451>		4071308		21
✓ ✓ ✓	189335	35026008		94668	17513106	1094569		2189127	<1094558>		2976750		22
JAN 76 - ATOKA	173414	32507581		86707	16253790	1015862		2031724	<1015862>		1960888		23
✓ ✓ ✓	25213	4726341		12607	2363264	147704		295396	<147692>		1813196	<348.01>	24
✓ - FUSSELMAN	186808	34450400		93404	17225200	1076575		2153152	<1076575>		736621		25
FEB ✓ - ATOKA	<25213>	<4726341>		<12607>	<2363264>	<147704>		<295396>	147692		884313	<477.04>	26
✓ ✓ ✓	161151	30208802		80576	15104401	944025		1888050	<944025>		<59712>		27
✓ - FUSSELMAN	183758	33889917		91879	16944959	1059060		1805055	<745995>		<505707>		28
MAR ✓ - ATOKA	372	70822		186	35411	2213		4426	<2213>		<807960>		29
✓ - FUSSELMAN	1116	209029		558	104515	6532		13064	<6532>		<514457>		30

Initials Date

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WRITE @	1	2	3	4	5	6	7	8	9	10	11	12	13
	MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE		ACCUMULATED SHORTAGE (OVERAGE)		
APR 76 - ATOKA	2841	536502		1421	268345	16772		33531	<16757>		<813211>		1
✓ ✓ - ✓	160431	30236191		80216	15148190	946761		1893512	<946751>		<1777962>		2
✓ - - FUSSELMAN	1080	504158		540	102079	6380		12760	<6380>		<1784342>		3
✓ ✓ - ✓	211826	40042525		105913	20021264	1251329		2502658	<1251329>		<3035671>		4
MAY ✓ - ATOKA	3372	641869		1686	320934	20059		40117	<20059>		<3055729>		5
✓ ✓ - ✓	171541	32653258		85771	16326724	1220420		2040828	<1020409>		<4076137>		6
✓ - - FUSSELMAN	1116	212467		558	106233	6690		13279	<6639>		<4082776>		7
✓ ✓ - ✓	652979	48162774		126490	24081482	1505072		3010174	<1505082>		<5587858>		8
JUL ✓ - ATOKA	164446	31845730	.03125	166300	32204827	1006401		995181	11220		<5576638>		9
✓ ✓ - FUSSELMAN	249380	47429522	✓	252192	47964396	1498837		1482174	16713		<5559965>		10
SEP ✓ - ATOKA	360	69023		180	34512	2157		4314	<2157>		<5562082>		11
✓ ✓ - ✓	94864	18188275		47432	9094137	568394		1136767	<568383>		<6130465>		12
✓ - - FUSSELMAN	1080	207484		540	103742	6484		12968	<6484>		<6136949>		13
✓ ✓ - ✓	139205	26743367		69603	13371235	835702		1671460	<835758>		<6972707>		14
OCT ✓ - ATOKA	528	101215		264	50608	3163		6326	<3163>		<6975870>		15
✓ - - ✓	48901	9374043		24451	4687021	292939		585878	<292939>		<7268809>		16
✓ - - FUSSELMAN	1116	510656		558	105328	6583		13166	<6583>		<7275392>		17
✓ ✓ - ✓	168362	31780011		84181	15890006	993125		1986251	<993126>		<8268518>		18
JAN 77 - ATOKA	372	72500		186	36270	2267		4534	<2267>		<8270785>		19
✓ ✓ - ✓	19591	3820245		20709	4038255	252391		238765	13626	(40,148.05)	<8257159>		20
✓ - - FUSSELMAN	99184	19050767		74890	14384497	899031		1190673	<291642>	(31,719.63)	<8548801>		21
✓ - - ✓	1116	214356		558	109178	6699		13397	<6698>		<8555499>		22
FEB ✓ - ATOKA	1680	327600		840	163800	10238		20475	<10237>		<8565236>		23
✓ - - ✓	27215	5306925		28269	5512455	344528		331683	12845	(20,576.90)	<8552891>		24
✓ - - FUSSELMAN	1008	193218		504	96609	6038		12076	<6038>		<8558929>		25
✓ - - ✓	168972	32389398		127584	24455939	1528496		2024338	<495840>		<9059771>		26
MAR ✓ - ATOKA	1680	332401		840	166232	10390		20779	<10389>	(13,642.00)	<9065160>	220271	27
✓ - - ✓	17175	3398847		18155	3592784	224549		212428	12121		<9053039>		28
✓ - - FUSSELMAN	1008	195895		504	97947	6122		12243	<6121>		<9059160>		29
✓ - - ✓	192149	37342237		145084	28195625	1762226		2333890	<571664>	(19,359.50)	<9630824>	220265	30

1170 1299.50
12176 14704.57
177 13407.54
DIFF. 1953.04

Prepared By

Approved By

WRITE	-	1	2	3	4	5	6	7	8	9	10	11	12	13	
		MCF REPORTED	GROSS VALUE REPORTED		ADJUSTED MCF	ADJUSTED GROSS VALUE	ADJUSTED ROYALTY DUE		ROYALTY PAID	ADDITIONAL ROYALTY DUE	(19,359.52)	ACCUMULATED SHORTAGE (OVERAGE)	2,203,165.91		
1	APR 22 - ATOKA	1800	356567		900	178283	11143		22285	<11142>		<9641966>			1
2	✓ - ✓	10824	2144154		11441	2266376	141648		134010	7638	(19,359.52)	<9634328>	2280.04		2
3	✓ - FUSSELMAN	1080	209887		540	104944	6559		13118	<6559>		<9640887>			3
4	✓ - ✓	164420	31953382		124146	24126534	1507908		1997086	<489178>	(14,645.307)	<10130065>	2280.04		4
5	MAY - ATOKA	1860	371024		930	185512	11595		23189	<11594>		<10141659>			5
6	✓ - ✓	7485	1493070		7913	1578446	98652		93317	5335	(16,600.477)	<10136329>	2333.40		6
7	✓ - FUSSELMAN	1116	217104		558	108552	6785		13569	<6784>		<10143108>			7
8	✓ - ✓	140691	2736976		106630	20665719	1291607		1710605	<18998>	(11,790.457)	<10562106>	2333.40		8
9	JUN - ATOKA	1800	359055		900	179528	11821		22441	<112.20>		<10573326>			9
10	✓ - ✓	2553	509260		2699	538383	33648		31829	1819	(4902.02)	<10571507>	2351.54		10
11	✓ - FUSSELMAN	1080	210314		540	105157	6572		13145	<6573>		<10578080>			11
12	✓ - ✓	131360	25580389		99320	19341080	1208818		1598774	<389956>	(8801.58)	<10968036>	2335.04		12
13	JUL - ATOKA	1860	375720		930	187860	11741		23483	<11742>		<10979778>			13
14	✓ - ✓	1804	364408		1907	385214	24076		22775	1301	(4161.89)	<10978477>	2978.04		14
15	✓ - FUSSELMAN	1116	216950		558	112716	7095		13559	<6514>		<10984991>			15
16	✓ - ✓	129389	25153222		97697	19734794	1233424		1572077	<338653>	(8012.58)	<11323644>	2978.04		16
17															17
18															18
19	MAR 75 - ATOKA	324	22680		162	11340	709		1418	<709>		<11324353>			19
20	✓ - ✓	99506	13754824		49753	6877412	429838		859676	<429838>		<11754191>			20
21	✓ - FUSSELMAN	936	65520		468	32760	2048		4095	<2047>		<11756238>			21
22	✓ - ✓	269739	36983914		134870	18492026	1155751		2311895	<1156144>		<12912322>			22
23	APR - ATOKA	372	26040		186	13020	814		1628	<814>		<12913196>			23
24	✓ - ✓	127699	17669838		63850	8834988	552187		1104364	<552177>		<13466373>			24
25	✓ - FUSSELMAN	1316	92120		658	46060	2879		5758	<2879>		<13468252>			25
26	✓ - ✓	349508	47578524		174754	23789262	1486829		2973657	<1486828>		<14755080>			26
27	MAY 75 - ATOKA	360	55200		180	16600	787		1575	<787>		<14955868>			27
28	✓ - ✓	113975	15770721		56988	1885430	492839		985670	<492831>		<15448679>			28
29	✓ - FUSSELMAN	1080	75600		540	37800	2363		4725	<2363>		<15451061>			29
30	✓ - ✓	208505	68383786		104253	14191961	886997		1773987	<886997>		<16338051>			30

STATE LEASE M-40133 & M48344
CHAPMAN DEEP - ATOKA FIELD GULF ENERGY & MINERALS Co.
RANDOLPH-STATE GAS UNIT, WELL # 2

OPERATOR

MONTH	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH	
NOV 76	20725796	1295362	-0-	✓ 1295362	1295362	✓	1
DEC 76	23527792	1470487	-0-	✓ 1470487	2765849		2
JAN 77	21452145	1340759	-0-	✓ 1340759	4106608		3
FEB 77	17691960	1105748	-0-	✓ 1105748	5212356		4
MAR 77	19028000	1189250	-0-	✓ 1189250	6401606		5
APR 77	15369601	960600	-0-	✓ 960600	7362205		6
MAY 77	11271734	704483	-0-	✓ 704483	8066689		7
JUN 77	11021592	688850	-0-	✓ 688850	8755539		8
JUL 77	7423500	463967	-0-	✓ 463967	9219505		9
							10
							11
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121

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

May 31, 1979

P. O. Drawer 1150
Midland, TX 79702

General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. George A. Clark
Supervisor, Resource Accounting

RE: State Leases M-40133 and M-48344
A.T. Randolph et al-State Gas Unit
Chapman Deep Field, Atoka & Fusselman
Formations, Reeves County, Texas

Gentlemen:

We have received your letter of April 17, 1979 regarding incorrect royalty payments; and a copy of your letter of April 17, 1979 to Atlantic Richfield stating that they have not reported state royalty due on fuel. Gulf, as operator, pays the full .0625 state royalty due on fuel and then bills Atlantic Richfield through joint interest billing for their share.

Well No. 2 in the Atoka, on meter 503247, was included with meter 503147 on some of our MA-2 reports and omitted on others. A worksheet, with supporting statements, covering wells 1 and 2 in the Atoka and well 1 in the Fusselman, meters 503147, 503247, and 503137 respectively, is enclosed. This worksheet shows a balance of \$3,962.96 due Gulf. We have deducted one half (\$2,981.48) from each of the two MA-2 reports submitted April, 1979 production.

Thank you for calling this matter to our attention.

Yours very truly,

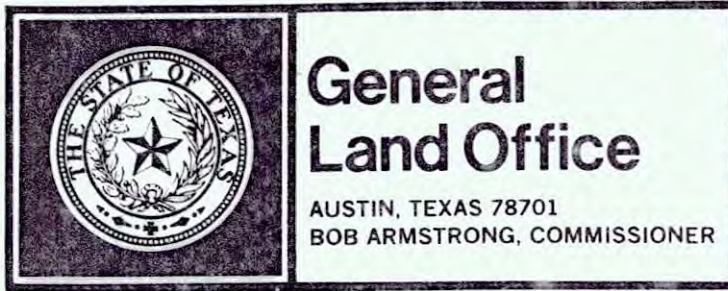
C. E. FIELDS

BY F. E. Hinderer
F. E. HINDERER

MD:cb
Enclosures

cc: Atlantic Richfield Company
Post Office Box 2819
Dallas, Texas 75221





April 17, 1979

Gulf Energy and Minerals Company - U.S.
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. J. R. WILLIAMSON

RE: State Leases M-40133 and M-48344
A. T. Randolph et al - State Gas Unit and Randolph-State Gas Unit Well #2
Chapman, Deep-Atoka and Fusselman Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2) and royalty payments, and LoVaca Gathering Company gas purchase statements received for the subject leases indicates for the period March, 1975 through July, 1977, gas royalty has been overpaid \$71,185.43. (See attached schedule.)

These overpayments are caused primarily by your office paying 100% of the total production while Atlantic Richfield paid their 50% working interest. During our examination we also noted some underpayments which appear to have resulted from your paying only 25% of the production rather than 50% as per Lease/Pooling Agreement.

Schedule 2 (attached) represents royalty due for your 50% working interest on the Randolph-State Gas Unit, Well #2 (Meter No. 503 247). We have no record of receiving your Gas Reports (Form MA-2) nor payments for this unit. We prepared "Dummy" reports from records available in our office, therefore, royalty due may be adjusted up or down upon receipt of your reports. Please provide these missing reports at your earliest convenience.

Our examination also revealed that you have been paying 100% of the "Other Use On Lease" gas. We have adjusted your reports to reflect your 50% working interest and have prepared a schedule requesting payment from Atlantic Richfield for their share of this royalty due. It is apparent that Atlantic Richfield is not receiving this information from you as they fail to include other use volumes on their Gas Reports (Form MA-2).

Gulf Energy and Minerals Company - U.S.
April 17, 1979 - Page 2

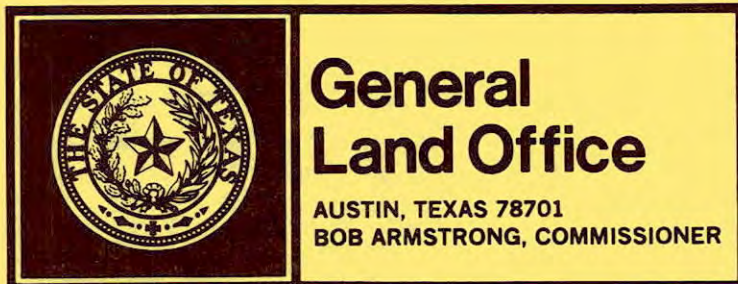
Please provide Atlantic Richfield Company this information to enable them to report this usage on their future reports,

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

cc: Atlantic Richfield Company
Box 2819
Dallas, Texas 75221

#60
1978 BFW Recombination
8/29/80



October 15, 1980

ARCO
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: R. R. HANTHORNE
MANAGER, GAS CONTRACTS

RE: State Lease N-40133
Randolph, A. T. et al
Chapman Deep Field
Reeves County, Texas
Sales to United Texas Transmission

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Harry T. Finnell". The signature is written in a cursive, flowing style.

Harry T. Finnell, Supervisor Gas Contracts
Resource Accounting
Telephone No. 512-475-4541
HF/glc
Enclosure

(61)

M. F. 40133

CORRESPONDENCE FILE

TO

Arno

FROM

DATED 10-15-80

ARCO Oil and Gas Company
Natural Gas Department
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 4660
R. R. Hawthorne
Manager, Gas Contracts



121

~~JS~~
HF
File

October 29, 1980

General Land Office
Energy Resources - Gas Contracts
Stephen F. Austin Building
Austin, Texas 78701

Attention: Mr. Harry T. Finnell

Re: State Lease M-40133
Randolph, A. T. et al
Chapman Deep Field
Reeves County, Texas
AR-47189

Gentlemen:

Per your letter request of October 15, 1980, please find enclosed an amended Gas Contract Brief (Form MA-5). This form has been amended to add the above referenced State Lease to ARCO Oil and Gas Company Contract Number AR-47189, which currently covers gas sales from State Leases M-35430 and M-48344. A copy of this Contract and associated Contract Briefs are on file in your office.

If you have any questions, or if subject contract cannot be located please advise and I will forward additional copies.

Very truly yours,

Charles R. Robison
Gas Contracts Analyst
214/651-4895

CRR/lr

Encl.

cc: Mr. W. R. Harper, Jr. - 1235 FUT
Mr. K. W. Hill - 130 MIO, Midland

GLO 924

(62)

M. F. 40133

CORRESPONDENCE FILE

TO

Arco

FROM

DATED 10-29-80

77. 7.00



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

February 23, 1981

Gulf Oil Company U.S.
P.O.Box 2063
Houston, Texas 77001

ATTENTION: Ms. Carolyn Bobb

RE: State Lease M-40133
A.T. Randolph et al Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Chevron U.S.A. Inc.'s Oil Purchase Statements for August, 1979 and January, 1980,
statement number 08041.

Please file these records at the earliest possible time.

Sincerely yours,

Ms. Del West, Supervisor
Resource Accounting
Telephone No. 512-475-4524

AG/pdg

(63)

M. F. 40133
CORRESPONDENCE FILE
TO

Gulf Oil Co
FROM

DATED 2-23-81



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

April 7, 1981

Gulf Oil Company U.S.
P.O. Box 2063
Houston, Texas 77001

SECOND REQUEST

ATTENTION: Ms. Carolyn Bobb

RE: State Lease N-40133
A.T. Randolph et al Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated February 23, 1981 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Ms. Del West, Unit Supervisor
Resource Accounting
Telephone No. 512-475-4524
Enclosure

AG/pdg

(64)

M. F. 40133

CORRESPONDENCE FILE
TO

Gulf Oil
FROM

DATED 4/7/81

STATE LEASE M-40133 1/2 M-48344

OPERATOR

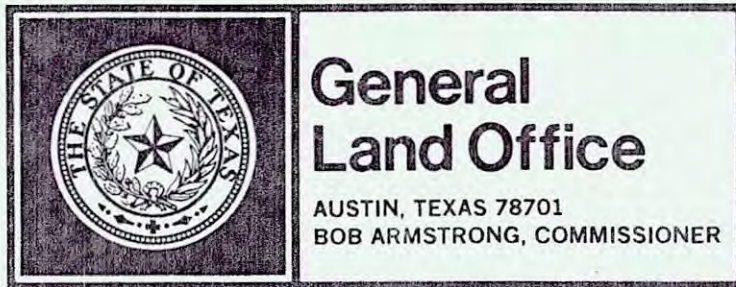
A. T. RANDILPH ET AL - STATE LEASES

GULF OIL EXPL.

COUNTY: REEVES

SABRE & CHAPMAN DEEP FUSSELMAN FIELDS

COLUMN WRITE ®	123456						PENALTY DUE AT 1% PER MONTH	
	MONTH	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE		
1	JAN 79 - SABRE	15960	998	-0-	998	998	10	1
2								2
3								3
4					1% PER MONTH PENALTY ON \$9.98 COMPUTED FROM APR 79 - JUL 81		279	4
5								5
6	JUL 80 - FUSSELMAN	2271390	1419599	1411179	8420	8420	84	6
7								7
8					1% PER MONTH PENALTY ON \$84.20 COMPUTED FROM OCT 80 - JUL 81		842	8
9								9
10								10
11					TOTAL PENALTY DUE		1215	11
12								12
13					TOTAL ADDL ROYALTY DUE		9418	13
14								14
15					TOTAL PENALTY & ROYALTY DUE		10633	15
16								16
17								17
18	REMARKS:							18
19	JAN 79 - NO PAYMENT RECEIVED FOR LEASE FUEL							19
20	JUL 80 - RESIDUE MCF VOL UNDERSTATED - -							20
21	REPORTED 91222 MCF RATHER THAN 91776 MCF							21
22								22
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IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

August 18, 1981

Gulf Oil Exploration and Production Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. G. N. BEVEL

RE: State Leases M-40133 and M-48344
A. T. Randolph et al - State Lease
Sabre and Chapman Deep Fusselman Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Continental Oil Company and Valero Transmission Company's gas purchase statements, and your royalty payments received for the subject leases indicates for the period January, 1979 and July, 1980, gas royalty has been underpaid \$94.18. (See attached schedule.)

Please refer to our remarks on the attached schedule which show the reason for these underpayments.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$106.33 which includes \$94.18 additional royalty and the required statutory delinquency penalty of \$12.15 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period February, 1979 through July, 1981.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

(65) (74)

M. F. 40133

CORRESPONDENCE FILE

To Gulf

From

Dated 8-18-81

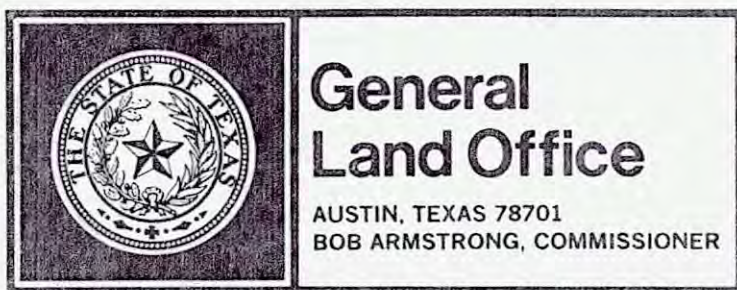
COUNTY: REEVES

SABRE & CHAPMAN, DEEP (ADKAS & FUSSELMAN) FIELDS

OPR: GULF OIL & ARCO OIL & GAS

Initials Date
Prepared By *[Signature]* 8/11/81
Approved By

		REPORTED			GLO ADJUSTED			ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE @ 1% PER MONTH	REVISED MCF VOLUME INCL LSE FUEL MCF
		MCF VOL	GROSS VALUE	ROYALTY DUE	MCF VOL	GROSS VALUE	ROYALTY DUE					
1	DEC 78 - ATOKA	62162-5976	1531	315343	9854	16091	3314292	207193	9854	197289	197289	-
2	✓ - SABRE	6257755-CAK	448	29884	1868	837	47957	2997	1868	1129	198418	1984
3	JAN 79. ✓	✓	476	29101	1725	865	46919	2932	1725	1207	199625	1996
4	FEB ✓	✓	318	16824	1052	669	30724	1921	1052	869	200494	2005
5	MAR ✓	✓	279	57045	3565	668	124964	7810	3565	4245	204739	2047
6	APR ✓	✓	168	20608	1288	544	38618	244	1288	1126	205865	2059
7	MAY ✓	✓	290	19734	1234	679	38406	2401	1234	1167	207032	2070
8	JUN ✓	✓	267	18959	1185	643	37195	2325	1185	1140	208172	2082
9	JUL ✓	✓	227	15672	979	616	32737	2046	979	1067	209239	2092
10	AUG ✓	✓	214	13535	847	603	32976	2062	847	1215	210454	2105
11	SEP ✓	✓	273	(18659)	(1165)	649	280	18	(1165)	1183	211637	2116
12	OCT ✓	✓	233	14842	927	622	34187	2136	927	1209	212846	2128
13	NOV ✓	✓	174	11141	696	550	30241	1890	696	1194	214040	2140
14	DEC ✓	✓	148	9422	589	537	29180	1824	589	1235	215275	2153
15	JAN 80 ✓	✓	116	7591	475	504	27295	1706	475	1231	-	-
16	✓ - CHAP(FUSS)	6257763-CAK	174727	36226586	2264162	174426	36164179	2260262	2264162	(3900)	212606	2126
17	FEB 80- SABRE	6257755-CAK	116	8709	545	479	26906	1682	545	1137	213743	2137
18	MAR ✓	✓	158	11472	718	546	30983	1936	718	1218	214961	2150
19	APR ✓	✓	229	20570	1286	604	39649	2478	1286	1192	216153	2162
20	MAY ✓	✓	263	22421	1401	651	42740	2671	1401	1270	217423	2174
21	JUN ✓	✓	213	17984	1124	589	37891	2368	1124	1244	218667	2187
22	JUL ✓	✓	169	14971	937	557	35661	2229	937	1292	-	-
23	✓ - CHAP(ATOKE)	6257763-CAK	5626	1513417	94588	5761	1549733	96858	94588	2270	222229	2222
24								2612109	2389880	222229		42135
25	REMARKS:											
26	DEC 78 ATOKA =	ERRONEOUS MCF VOLUME REPORTED										
27	✓ - JUL 80 SABRE =	DID NOT REPORT/REMIT USED ON LEASE FUEL										
28												
29	JAN 80 FUSS =	ERRONEOUS MCF VOLUME REPORTED										
30	JUL 80 ATOKA =	" " " "										
										TOTAL PENALTY		64358



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

August 18, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T. State, Etal Leases
Sabre and Chapman Deep (Atoka/Fusselman) Fields
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Continental Oil Company and United Transmission Company's gas purchase statements, and your royalty payments received for the subject leases indicates for the period December, 1978 through July, 1980, gas royalty has been underpaid \$2,222.29. (See attached schedule.)

Please refer to our remarks on the attached schedule which indicates the reason for these underpayments.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$2,865.87 which includes \$2,222.29 additional royalty and the required statutory delinquency penalty of \$643.58 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period February, 1979 through July, 1981.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

66 75 81

M. F. 40133

CORRESPONDENCE FILE

To Arco

From

Dated 8-18-81



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

October 19, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A.T. etal Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

BTU Statements for Wells #1 and #2 Atoka and Well #1 Fusselman for August, 1980 to date and monthly thereafter.

Please file these records at the earliest possible time.

Sincerely yours,

E.H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858

PS/glc

(67)

M. F. 40133
CORRESPONDENCE FILE

To Arco

From

Dated 10-19-81



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

November 17, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T., Etal (6256653-CAK) Lease
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Dear Ms. Murray:

An audit of your September, 1980 Gas Report for the subject leases shows a royalty credit adjustment of \$173.34 (April, 1980 production) which we have been unable to verify. We have reviewed this adjustment with the April, 1980 reported volumes/values (Total Unit Production) and cannot determine where a double production booking has occurred.

Please provide supporting statements for this adjustment. We have disallowed this credit adjustment pending receipt of these statements.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc

(68)

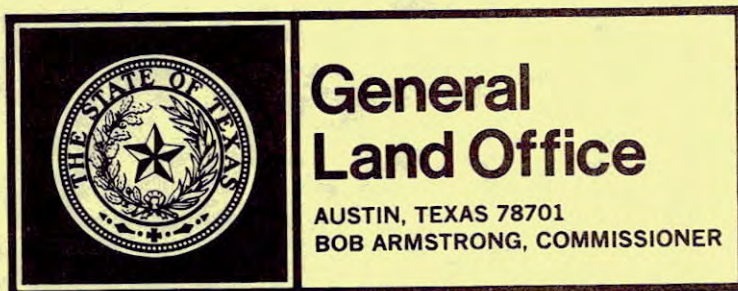
M. F. 40133

CORRESPONDENCE FILE

(To) Arco Oil & Gas

From

Dated 11-17-81 gr



December 7, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

SECOND REQUEST

ATTENTION: AUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A.T. etal Lease
Chapman Deep (Atoka)(Fusselman) Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated October 19, 1981 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure
PS/glc

69

M. F. 40133

CORRESPONDENCE FILE

To Arco Oil & Gas

From

Dated 12-7-81





121

August 25, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A.T. State, et al Leases
Sabre and Chapman Deep (Atoka/Fussleman) Fields
Reeves County, Texas

Gentlemen:

We are in receipt of your August 18, 1981 letter concerning the \$2,222.29 underpayment on the subject lease. As soon as our review has been completed, the results will be forwarded to your office.

If you have any further questions, please contact Bette Smart on (214) 651-5638.

Very truly yours,

Ed Gonzales, Supervisor
Revenue Royalty Reporting

BBS/dg

xc: Ruth Ann Meek (#338)

PS

70

M. F. 40133

CORRESPONDENCE FILE



Arco

From

Dated 8-25-81/g

0.50.07

Gulf Oil Exploration and Production Company

W. D. Adkins
COMPTROLLER, WESTERN DIVISION

September 14, 1981

P. O. Drawer 1150
Midland, TX. 79702

REGISTERED MAIL

RETURN RECEIPT REQUESTED

Commissioner of the General Land Office
1700 North Congress Avenue
Austin, Texas 78701

Attention: Ernest H. Hielshcer

Re: State Lease M 40133, M 48344 B
A. T. Randolph et al
Sabre and Chapman Deep Fusselman
Reeves County, Texas

Gentlemen:

Enclosed is a copy of your August 18, 1981, letter on the above captioned lease. An examination of our records indicates that for the month of January, 1979 gas royalty has been underpaid \$9.98. However, the \$84.01 underpayment for July, 1980 was remitted with our payment for August, 1980 production (see attached copy of gas report and royalty summary showing the correction).

Enclosed is our check in the amount of \$14.98 which includes \$9.98 additional royalty and the required statutory penalty of \$5.00. If we can be of further assistance, please contact us.

Yours very truly,

W. D. Adkins

W. D. ADKINS

JJ:rm

Enclosures

Sworn and subscribed to before me, the undersigned, this 18 day of September, 1981.

My Commission Expires:

12-11-84

Jamie Perkins

Notary Public in and for the State of Texas



A DIVISION OF GULF OIL CORPORATION



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

August 18, 1981

Gulf Oil Exploration and Production Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. G. N. BEVEL

RE: State Leases M-40133 and M-48344
A. T. Randolph et al - State Lease
Sabre and Chapman Deep Fusselman Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Continental Oil Company and Valero Transmission Company's gas purchase statements, and your royalty payments received for the subject leases indicates for the period January, 1979 and July, 1980, gas royalty has been underpaid \$94.18. (See attached schedule.)

Please refer to our remarks on the attached schedule which show the reason for these underpayments.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$106.33 which includes \$94.18 additional royalty and the required statutory delinquency penalty of \$12.15 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period February, 1979 through July, 1981.

Sincerely yours,

X- 111.98

5335

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

REC'D 9/23/81

M-40133	1351	1602
	9.98	5.00

GAS ROYALTY SUMMARY

MA-2 REPORTS FILED BY
GULF OIL EXPLORATION & PRODUCTION COMPANY
SOUTHWEST DIVISION
AUGUST, 1980 PRODUCTION

Yellow Gas Report

Page 3

PAYER LEASE CODE	MO./YR.	GENERAL LAND OFFICE LEASE NO.	GLO USE ONLY	ROYALTY PAID BY		LEASE NAME
				PRODUCER	OTHER	
		M-39032		-		State School Board "ZZ"
		M-52887		-		C. H. Strain #2
		M-52887		81.32		C. H. Strain
		M-52235		15,984.81		Henderson Et Al - State Gas Unit
		M-51382		5,896.22		Sibley State Gas Unit #1
		M-51382		21,105.62		Sibley State Gas Unit #2
		M-51633		1,594.92		Emily Spiller Bell
		M-51343		278.48		D. W. Bozeman
		M-39032		115.18		State School Board "ZZ"
		M-47930		1,019.33		State School Board - Worsham Gas Unit
		M-47930		272.90		Cook - State "A" Gas Unit #1
		M-60110		947.97		G. B. Whissell
		M-55413		6,625.99		V. I. Pierce - State "A"
		M-55413		42.72		V. I. Pierce - State "A" NCT-C
		M-67910		198.34		V. I. Pierce - State "B"
		M-40133 & 48344	<i>R# 10991 10/9/80 25,119.50</i>	84.21 25,119.50		A. T. Randolph Et Al - State Gas Unit
		M-51932 & 69766		18,448.34		Section 14, State Gas Unit #1
		M-53312		26,544.35		Grayling Gas Unit
		M-48635		11.37		Lynn Smith - State
		M-52863		35.54		P. C. Hill State "A"
		M-51382		2.00		Effie Sibley Et Al State

PART OR AREA	SECTION OR TRACT	BLOCK	GRANTEE	ACRES	COUNTY
1. ALL OF	SEC. 34	57	T & P RR Co. Survey	640	Reeves

2. Name of Operator Gulf Oil Exploration and Production Company 1690
 3. Address Post Office Box 1150, Midland, Texas 79702
 4. Purchaser(s) Valero Transmission Co., Port Arthur Refinery
 5. Royalty Paid by Gulf Oil Exploration and Production Company
 6. Name of Field Chapman Deep Fusselman
 7. Lease or Unit Name A. T. Randolph et al - State Gas Unit
 8. R.R.C. Lease/I.D. #'s 61330
 9. Number of Wells Producing Gas: Gas Wells and Oil Wells
 10. Interstate ☐ Intrastate ☒
 11. NON-PROCESSED GAS ☐ Oil Well Gas and Gas Lift Gas ☐ Gas Well Gas

A. Gross Price \$ 2.501329 per M.C.F. or \$ per MMBTU

Disposition of Non-Processed Gas

	M.C.F.	GROSS VALUE	
8. Gas Lift and Injection on Lease	<u>1116</u>	\$ <u>2791.48</u>	
9. Other Use on Lease		\$ <u> </u>	
10. Used Off Lease		\$ <u> </u>	
11. Total Sales (ATTACH PURCHASE STATEMENT) (1)(2) PA	<u>152905</u>	\$ <u>382,465.67</u>	(Post 50% of total sales)
12. Vented or Flared		\$ <u> </u>	
13. Total M.C.F. and Value (3)	<u>154021</u>	\$ <u>385,257.15</u>	* <u>84.21</u>
14. Royalty on Non-Processed Gas		<u>.062500</u>	\$ <u>24078.57</u>
		DECIMAL	

12. PROCESSED GAS ☐ Oil Well Gas and Gas Lift Gas ☐ Gas Well Gas

A. Liquids G.P.M. B. Meter No. 503137
 C. Plant Name and Operator
 D. Total Lease M.C.F. to Processing Plant (4) M.C.F.
 E. Residue Gas Price: \$ per M.C.F. or \$ per MMBTU

	M.C.F.	GROSS VALUE
F. Gasoline: State Royalty Settlement Value		\$ <u> </u>
G. Other Liquids: State Royalty Settlement Value		\$ <u> </u>
Disposition of Residue Gas		
H. Returned for Gas Lift & Injection on Lease		\$ <u> </u>
I. Returned for Other Use on Lease		\$ <u> </u>
J. Returned and Used Off Lease		\$ <u> </u>
K. Vented or Flared		\$ <u> </u>
L. Residue Gas Sales (ATTACH STATEMENT) (5)(6)		\$ <u> </u>
M. Totals (7)		\$ <u> </u>

N. Royalty on Processed Gas \$
 DECIMAL

13. SULPHUR OR OTHER ☐ A. GROSS VALUE \$

B. Royalty on Sulphur or Other Product (8) \$
 DECIMAL

14. TOTAL ROYALTIES DUE STATE (Add 11 H + 12 N + 13 B) \$ 24162.78

15. F.P.C. SUSPENDED RATE DATA ☐ M.C.F. GROSS VALUE

A. Suspended Rate ¢/M.C.F. \$
 B. Royalty on F.P.C. Suspended Rate \$
 DECIMAL

16. REMARKS:

Gulf pays .062500 royalty on 100% of fuel and .062500 royalty on 50% of sales.

* In July 1980 - wrong value was posted. Should be 91773 mcf #224,407.01 value line E non processed gas
 Difference due 224,407.01 correct value
 223,059.68 incorrect
 1347.33 x .0625 = #84.21

I certify that this is a true and correct statement of the production and disposition thereof for the period indicated.

Reporting Company SEE NOTARIZATION FILE
 Signature
 Telephone Title:

Sworn and subscribed to before me the undersigned authority, on this day of 1980

Notary Public for and the

LAND OFFICE USE ONLY

RECEIVING STAMP

71

M. F. 40133
CORRESPONDENCE FILE

~~1~~ Gulf

From

Dated 9-14-81 gr

3.53.07

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



September 17, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A. T. State, et al leases
Sabre and Chapman Deep (Atoka/Fusselman) Fields
Reeves County, Texas

Gentlemen:

X 2,616.⁴⁶ 5582

Please refer to your August 18, 1981 letter concerning a \$2,222.29 underpayment on the subject lease. We concur with your findings and enclose a check for \$2,616.46 which includes \$1,972.88 additional royalty and a penalty of \$643.58. Due to a booking problem, the additional \$249.41 owed will appear on the August, 1981 MA-2.

If you have any questions, please contact Bette Smart on (214)651-5638.

Very truly yours,

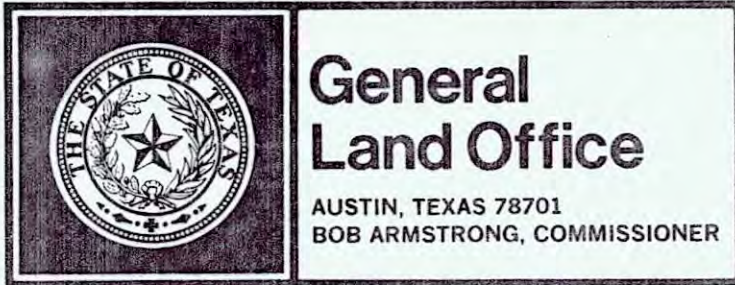
Ruth Ann Meek

Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS/dg

Attachments

xc: Ruth Ann Meek (#338)



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

August 18, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T. State, Etal Leases
Sabre and Chapman Deep (Atoka/Fusselman) Fields
Reeves County, Texas

5582

Gentlemen:

Examination of your Gas Reports (Form MA-2), Continental Oil Company and United Transmission Company's gas purchase statements, and your royalty payments received for the subject leases indicates for the period December, 1978 through July, 1980, gas royalty has been underpaid \$2,222.29. (See attached schedule.)

Please refer to our remarks on the attached schedule which indicates the reason for these underpayments.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$2,865.87 which includes \$2,222.29 additional royalty and the required statutory delinquency penalty of \$643.58 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period February, 1979 through July, 1981.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

X 2616.⁴⁶
REC'D 9/24/81
1351 1602
M-40133 978.29 643.58
M-48344 999.59

(72)

M. F. 40133

CORRESPONDENCE FILE

To

Acres

(S. 10)

Dated

9-17-81gc

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



October 26, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

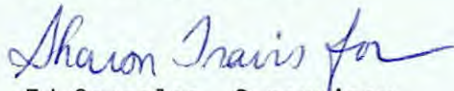
Attn: E. H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A.T. et al. Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

Gentlemen:

We are in receipt of your October 19, 1981 letter concerning the subject lease. The missing statements will be sent to your office as soon as they can be assembled and copied.

Very truly yours,


Ed Gonzales, Supervisor
Revenue Royalty Reporting

BBS/dg

xc: Ruth Ann Meek (#354)

73

M. P.

40133

COPIES

~~10~~

From

Arco

Dated

10-26-81g

10.50.07

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



November 23, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A.T., et al. Lease
Chapman Deep (Atoka-Well #1) Field
Reeves County, Texas

Gentlemen:

We are in receipt of your November 17, 1981 letter concerning the subject lease. We will investigate the \$173.34 credit that appeared on the September, 1980 report. We will forward our findings to your office as soon as the investigation has been completed.

Very truly yours,

Sharon Travis for

Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS/dg

xc: Ruth Ann Meek (#360)

PS

74

M. F. 40133

COPIES OF SOURCE FILE

Arco

From

Dated 11-23-81g

11.52.01

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



January 18, 1982

General Land Office
1700 N. Congress
Austin, Texas 78701

Attn: E. H. Hielscher

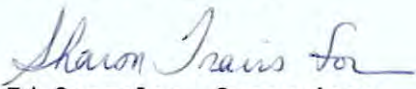
RE: State Leases M-40133 and M-48344
Randolph A. T. et al Lease
Chapman Deep (Atoka)(Fusselman) Field
Reeves County, Texas

Gentlemen,

Please refer to your October 19, 1981 letter concerning the subject leases (p.1). We wrote Valero Transmission on December 4, 1981, concerning the BTU statements that were missing from our files (p.2). Valero sent us some of the BTU statements we requested, but the others were not available (p.3). It has also been difficult to obtain current BTU statements. If additional information becomes available, we will forward it to your office.

If you have any further questions, please contact Bette Smart at (214)-651-5638.

Very truly yours,

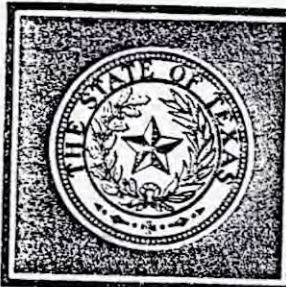

Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS/clw

Attachments

xc: Ruth Ann Meek, (#354)

PS
ATTACHMENTS
PULLED



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

October 19, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

354

RECEIVED
OCT 21 1981
Revenue Royalty Reporting

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A.T. etal Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

6257763

Gentlemen:

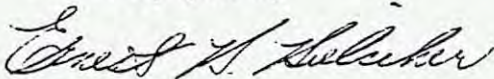
This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

BTU Statements for Wells #1 and #2 Atoka and Well #1 Fusselman for August, 1980 to date and monthly thereafter.

Please file these records at the earliest possible time.

Sincerely yours,



E.H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858

PS/glc

PAGE 1

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



RECEIVED

DEC 04 1981

Revenue Royalty Reporting

December 4, 1981

Valero Transmission Company
P.O. Box 500
San Antonio, TX 78292

Attn: Ms. Eva Nell Hentges

Dear Ms. Hentges:

We have been advised that the state statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

In order to comply with a request from the General Land Office we need the following gas measurement BTU statements (by effective date):

503-137
#1 Fusselman

8/01/80
2/01/81
7/01/81
10/01/81

503-147
#1 Atoka

8/01/80
12/01/80
2/01/81
8/01/81
10/01/81

503-247
Randolph #2

8/01/80
12/01/80
3/01/81
4/01/81
5/01/81
6/01/81
7/01/81
8/01/81
9/01/81
10/01/81

For your convenience, samples of the needed statements have been attached. A copy of the letter from the General Land Office is also attached. Please forward these statements monthly in the future.

Very truly yours,

Robert Reid

Robert Reid, Supervisor
West Texas Unit
Gas Accounting Operations

RR:RP:sc

Attachments

cc: Mr. Ed Gonzales - 5060 DPA

PAGE 2

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



December 8, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: E. H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A. T. et al Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

Gentlemen:

Please refer to your October 19, 1981 letter concerning the subject lease. We are having difficulty locating all of the Valero Transmission BTU Statements. A letter has been sent to Valero Transmission requesting the missing statements (see attached letter). We will forward them as soon as the purchaser makes them available to us. Enclosed are the statements we currently have in our files.

Yours truly,

Ed Gonzales, Supervisor
Revenue Royalty Reporting

BBS:dg

Attachments

xc: Ruth Ann Meek (#354)



Post Office Box 500 • San Antonio, Texas 78292 • Telephone (512) 246-2000

December 29, 1981

Arco Oil & Gas Company
P. O. Box 2819
Dallas, Texas 75221

Attn: Robert Reid
Gas Accounting Operations/Supervisor

Re: Station No. 503-137 *503-147

Month of July, 1981

() Delivery Statement

(X) Analysis Report

() Not Available

Gentlemen:

* August sample is the same as
previous month.

As requested, the above referenced material is being forwarded.

If we may be of any further assistance, please feel free to contact us.

Sincerely,

VALERO TRANSMISSION COMPANY

A handwritten signature in cursive script that reads "Leane Popp".

Leane Popp
Operations Clerk/Gas Measurement

enclosure(s)

cc: Station File
Eva Nell Hentges

*The other months were not available because of gas not flowing
or the gauger did not pull a sample at that time.

PAGE 3

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

121



December 8, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: E. H. Hielscher

Re: State Leases M-40133 and M-48344
Randolph A. T. et al Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

Gentlemen:

Please refer to your October 19, 1981 letter concerning the subject lease. We are having difficulty locating all of the Valero Transmission BTU Statements. A letter has been sent to Valero Transmission requesting the missing statements (see attached letter). We will forward them as soon as the purchaser makes them available to us. Enclosed are the statements we currently have in our files.

Yours truly,

Ruth Ann Meek
Ed Gonzales, Supervisor
Revenue Royalty Reporting

BBS:dg

Attachments

xc: Ruth Ann Meek (#354)

RECEIVED
DEC 10 1981
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

October 19, 1981

*shown
Bette Ann*

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

354

RECEIVED
OCT 21 1981
Revenue Royalty Reporting

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A.T. etal Lease
Chapman Deep (Atoka) (Fusselman) Field
Reeves County, Texas

Gentlemen:

to 257763

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

BTU Statements for Wells #1 and #2 Atoka and Well #1 Fusselman for August, 1980 to date and monthly thereafter.

Please file these records at the earliest possible time.

Sincerely yours,

E.H. Hielscher

E.H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858

PS/glc

RECEIVED
DEC 10 1981
General Land Office

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



RECEIVED

DEC 04 1981

Revenue Royalty Reporting

December 4, 1981

Valero Transmission Company
P.O. Box 500
San Antonio, TX 78292

Attn: Ms. Eva Nell Hentges

Dear Ms. Hentges:

We have been advised that the state statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

In order to comply with a request from the General Land Office we need the following gas measurement BTU statements (by effective date):

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2/01/81
7/01/81
10/01/81

503-147
#1 Atoka

8/01/80
12/01/80
2/01/81
8/01/81
10/01/81

503-247
Randolph #2

8/01/80
12/01/80
3/01/81
4/01/81
5/01/81
6/01/81
7/01/81
8/01/81
9/01/81
10/01/81

For your convenience, samples of the needed statements have been attached. A copy of the letter from the General Land Office is also attached. Please forward these statements monthly in the future.

Very truly yours,

Robert Reid

Robert Reid, Supervisor
West Texas Unit
Gas Accounting Operations

RR:RP:sc

Attachments

cc: Mr. Ed Gonzales - 5060 DPA

RECEIVED

DEC 10 1981

General Land Office

75

M. F. 40133

CORRESPONDENCE FILE

To Arco

From

Dated 12-8-81 gr

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

121



December 17, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Re: State Leases M-40133 and M-48344
Raldolph A.T., et al
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Gentlemen:

Please refer to your November 17, 1981 letter concerning the subject lease. After researching the original bookings and reversals, we have concluded that your calculations are correct. The credits will be refunded on the November, 1981 report submitted in January.

Yours truly,

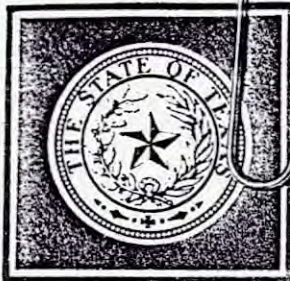
Sharon Travis for

Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS:dg

attachment

xc: Ruth Ann Meek (#360)



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

#360

November 17, 1981

Station
Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T., Etal (6256653-CAK) Lease
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Dear Ms. Murray:

An audit of your September, 1980 Gas Report for the subject leases shows a royalty credit adjustment of \$173.34 (April, 1980 production) which we have been unable to verify. We have reviewed this adjustment with the April, 1980 reported volumes/values (Total Unit Production) and cannot determine where a double production booking has occurred.

Please provide supporting statements for this adjustment. We have disallowed this credit adjustment pending receipt of these statements.

Sincerely yours,

Ernest H. Hielscher

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc

RECEIVED
NOV 19 1981
Revenue Royalty Reporting

76

M. F. 40133

CORRESPONDENCE FILE

To

Arco

From

Dated 12-17-81

15.18.07

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

121



January 19, 1982

General Land Office
1700 N. Congress
Austin, Texas 78701

B

Attn: Ernest H. Hielscher

RE: State Leases M-40133 and M-48344
Randolph A. T., et al
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Gentlemen:

Please refer to our December 17, 1981 letter concerning the subject lease. After further examination, we discovered adjustments we did not take into consideration in our original audit. We will look into all adjustments made to 4/80 production and send our findings as soon as we can.

Please excuse the confusion and delay. If you have any questions, please contact Bette Smart on (214)-651-5638.

Yours truly,

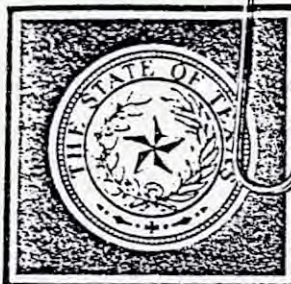
Sharon Travis for
Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS/clw

Attachments

xc: Ruth Ann Meek, (#360)

PS



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

#360

November 17, 1981

Shuman
Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T., Etal (6256653-CAK) Lease
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Dear Ms. Murray:

An audit of your September, 1980 Gas Report for the subject leases shows a royalty credit adjustment of \$173.34 (April, 1980 production) which we have been unable to verify. We have reviewed this adjustment with the April, 1980 reported volumes/values (Total Unit Production) and cannot determine where a double production booking has occurred.

Please provide supporting statements for this adjustment. We have disallowed this credit adjustment pending receipt of these statements.

Sincerely yours,

Ernest H. Hielscher

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc

RECEIVED
NOV 19 1981
Revenue Royalty Reporting

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



December 17, 1981

General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Re: State Leases M-40133 and M-48344
Raldolph A.T., et al
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Gentlemen:

Please refer to your November 17, 1981 letter concerning the subject lease. After researching the original bookings and reversals, we have concluded that your calculations are correct. The credits will be refunded on the November, 1981 report submitted in January.

Yours truly,

Sharon Travis for

Ed Gonzales, Supervisor
Revenue Royalty Reporting Unit

BBS:dg

attachment

xc: Ruth Ann Meek (#360)

77

M. F. 40133

CORRESPONDENCE FILE

To Arco

From

Dated 1-19-82gr

15105

April 13, 1982

GLO 924

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: R.R. Hawthorne - Manager, Gas Contracts

RE: State Lease M-40133
Randolph, A.T. et al Lease
Chapman Deep Field
Reeces County, Texas
Contract No. AT- 47189

Gentlemen:

We have been advised by our gas audit section that the price per MMBTU plus tax reimbursement reported on your Gas Reports (Form MA-2) for the month of June, 1981 exceeds the price reflected in our copy of your Gas Purchase Contract with United Texas Transmission, dated February 1, 1975.

It appears the subject Contract has been renegotiated from a price of \$3.023975 with Tax Reimbursement per MMBTU plus Tax Reimbursement to a current price of \$3.067544 & \$3.104563 per MMBTU plus Tax Reimbursement.

Please provide this office with a copy of the document amending the contract for the higher price.

Sincerely yours,

Harry T. Finnell, Supervisor
Gas Contracts
Resource Accounting
Telephone No. 512-475-4541

HTF/pdg

cc: Gas Auditor

PS/HTF/pdg

M. F. 40133 (78)

CORRESPONDENCE FILE
TO

Arco Oil

FROM

DATED 4-13-82

ARCO Oil and Gas Company ✓
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151 ✓



March 16, 1982

General Land Office
1700 N. Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

RE: State Leases M-40133 & M-48344
Randolph A. T., et al Lease
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

B

122

Gentlemen:

X-54.03 77155

Please refer to your November 17, 1981 letter concerning the subject lease. The following schedule shows the initial 4/80 booking and the adjustments to it.

<u>Prod. Month on Which \$'s Appear</u>	<u>Net \$'s</u>
4/80	✓ \$ 239.52
9/80	\$(445.61) (erroneous)
11/81	\$(10.51) (erroneous)
12/81	\$ 200.52
1/82	\$ <u>208.00</u>
Balance	\$ <u><u>191.92</u></u>

The State is due \$245.95 for 4/80 production. A total of 2,932 MCF were originally booked. A revised statement (attached) was received showing the lease due an additional 91 MCF.

P5

General Land Office
Page 2

The following schedule shows how the \$245.95 was calculated.

2932 MCF	(original)
+ 91 MCF	(revised)
<u>3023</u>	
X 2.414813	Base Rate
<u>7,299.98</u>	
X 1.007	BTU
<u>\$7,351.08</u>	
+ 519.48	Tax Reimbursement
<u>\$7,870.56</u>	
X .03125	State's Share
<u>\$ 245.95</u>	Total due State

Enclosed is a check for \$54.03 to cover the difference between what is owed (\$245.95) and what has been paid to date (\$191.92). Also enclosed are related reports and statements.

If you have any further questions, please contact Bette Smart on (214) 651-5638.

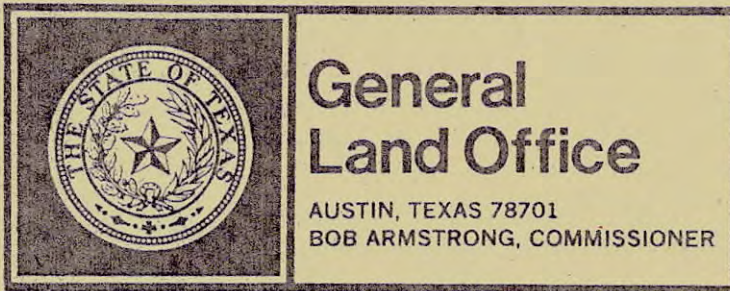
Very truly yours,



Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

BBS/clw

Attachments



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

November 17, 1981

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Leases M-40133 and M-48344
Randolph A. T., Etal (6256653-CAK) Lease
Chapman Deep (Atoka - Well #1) Field
Reeves County, Texas

Dear Ms. Murray:

An audit of your September, 1980 Gas Report for the subject leases shows a royalty credit adjustment of \$173.34 (April, 1980 production) which we have been unable to verify. We have reviewed this adjustment with the April, 1980 reported volumes/values (Total Unit Production) and cannot determine where a double production booking has occurred.

Please provide supporting statements for this adjustment. We have disallowed this credit adjustment pending receipt of these statements.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc

FORM MA2

PRODUCTION MONTH APRIL, 1980

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
N2/SEC 34 WELL #1-ATOK A34 57 * 640.00 REEVES

(2) NAME OF OPERATOR GULF OIL CORPORATION
(3) ADDRESS *
(4) PURCHASER(S) UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY ****
(6) NAME OF FIELD CHAPMAN DEEP
(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CAK
(8) R R C LEASE I D #'S 0859875
(9) NUMBER OF WELLS PRODUCING GAS: 000002 GWG
(10) INTERSTATE OR INTRASTATE INTRASTATE
(11) NON-PROCESSED GAS GWG

A GROSS PRICE \$ 2.614 PER MCF
DISPOSITION OF NON-PROCESSED GAS

MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE	\$.00
C OTHER USE ON LEASE (FUEL, ETC)	.00
D USED OFF LEASE	.00
E TOTAL SALES (ATTACH STATEMENT)	1,466 3832.27
F VENTED OR FLARED	.00
G TOTAL MCF AND VALUE	1,466 3832.27

H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 119.76
DECIMAL

(12) PROCESSED GAS GWG

A LIQUIDS GPM B METER NO. 503-147

C PLANT NAME AND OPERATOR

D TOTAL LEASE MCF TO PROCESSING PLANT

E RESIDUE GAS PRICE \$ * PER MCF

MCF	GROSS VALUE
F GASOLINE VALUE	\$.00
G OTHER LIQUIDS VALUE	.00
DISPOSITION OF RESIDUE GAS	
H RETURNED FOR GAS LIFT & INJECTION ON LEASE	.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)	.00
J RETURNED AND USED OFF LEASE	.00
K VENTED OR FLARED	.00
L RESIDUE GAS SALES (ATTACH STATEMENT)	.00
M TOTALS	.00

N ROYALTY ON PROCESSED GAS .03125000 \$.00
DECIMAL

(13) SULPHUR OR OTHER A GROSS VALUE \$.00
B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00

***ADJUSTMENTS GROSS ADJUSTMENT \$ 861.57
B ROYALTY ON ADJUSTMENTS .03125000 \$ 26.92 *

(14) TOTAL ROYALTIES DUE STATE \$ 146.68

(16) REMARKS

* Price increase 2/79 - 9.91
3/79 - 17.01

PAGE 5

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY
DIVISION OF ATLANTIC RICHFIELD

NAME: SUSAN MURRAY

TELEPHONE: 6515126 TITLE: SUPERVISOR, GAS ROYALTY AND TAX REPORTING UNIT

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
 N2/SEC 34 WELL #1-ATCK A34 57 * 640.00 REEVES
 (2) NAME OF OPERATOR GULF OIL CORPORATION
 (3) ADDRESS *
 (4) PURCHASER(S) UNITED TEXAS TRANSMI
 (5) ROYALTY PAID BY *****
 (6) NAME OF FIELD CHAPMAN DEEP
 (7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CAK
 (8) R R C LEASE I D #'S 0859875
 (9) NUMBER OF WELLS PRODUCING GAS: 000002 GWG
 (10) INTERSTATE OR INTRASTATE INTRASTATE
 (11) NON-PROCESSED GAS GWG

A GROSS PRICE \$ 2.614 PER MCF
 DISPOSITION OF NON-PROCESSED GAS MCF GROSS VALUE
 B GAS LIFT AND INJECTION ON LEASE \$.00
 C OTHER USE ON LEASE (FUEL, ETC) .00
 D USED OFF LEASE .00
 E TOTAL SALES (ATTACH STATEMENT) 1,466 3832.27
 F VENTED OR FLARED .00
 G TOTAL MCF AND VALUE 1,466 3832.27

H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 119.76
 DECIMAL

(12) PROCESSED GAS GWG

A LIQUIDS GPM B METER NO. 503-147
 C PLANT NAME AND OPERATOR
 D TOTAL LEASE MCF TO PROCESSING PLANT
 E RESIDUE GAS PRICE: \$ * PER MCF
 MCF GROSS VALUE
 F GASOLINE VALUE \$.00
 G OTHER LIQUIDS VALUE \$.00
 DISPOSITION OF RESIDUE GAS
 H RETURNED FOR GAS LIFT & INJECTION ON LEASE .00
 I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC) .00
 J RETURNED AND USED OFF LEASE .00
 K VENTED OR FLARED .00
 L RESIDUE GAS SALES (ATTACH STATEMENT) .00
 M TOTALS .00

N ROYALTY ON PROCESSED GAS .03125000 \$.00
 DECIMAL

(13) SULPHUR OR OTHER A GROSS VALUE \$.00
 B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00

***ADJUSTMENTS GROSS ADJUSTMENT \$ 861.57
 B ROYALTY ON ADJUSTMENTS .03125000 \$ 26.92*

(14) TOTAL ROYALTIES DUE STATE \$ 146.68

(16) REMARKS

* Price increase 2/79 - 9.91
 3/79 - 17.01

PAGE 6

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
 AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
 REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: SUSAN MURRAY

TELEPHONE: 6515126 TITLE: SUPERVISOR, GAS ROYALTY AND TAX REPORTING UNIT

033033

VALERO TRANSMISSION COMPANY

SERVICE

MONTH

04 1

CHAPMAN-CRLA DZ 180

STATION

503 147

DELIVERY STATEMENT

STATION

KANDLPH STATE #1 ATCKA

GULF CIL CORPORATION
GAS ACCOUNTING UNIT TEXAS
P C BOX 1150
MIDLAND TEXAS 79701

TUBE ID

DIFF

RANGE

STATIC

RANGE

TEMP

DAY

CYCLE

TAPS

AGA

NO.

MCF BASE

PRESSURE

ST

PSI

2.070

100

1500

200

7

FLANGE

3

14.650

DATE				ORIFICE	COEFFICIENT	INTEGRATED	PRESSURE	SPECIFIC	COMBINED	TEMP.	VOLUME MCF	BTU	BTU CONTENT MM
DAY	YEAR	NO	NO	DIAMETER		DIFFERENCE	P.S.I.G.	GRAVITY	FACTOR	°F		FT ³	
40180	C	0		.375	346.54	185	1037	.575	1.3576	90	87		
40280	C	0		.375	346.54	207	1037	.575	1.3576	90	97		
40380	C	0		.375	346.54	207	1037	.575	1.3576	90	97		
40480	C	0		.375	346.54	210	1037	.575	1.3576	90	98		
40580	C	0		.375	346.54	217	1037	.575	1.3576	90	102		
40680	C	0		.375	346.54	217	1037	.575	1.3576	90	102		
40780	C	0		.375	346.54	211	1037	.575	1.3576	90	99		
40880	C	0		.375	346.54	24	1037	.575	1.3576	90	11		
40980	C	1		.375	346.54	186	1025	.575	1.3549	91	87		
41080	C	0		.375	346.54	219	1025	.575	1.3549	91	102		
41180	C	0		.375	346.54	220	1025	.575	1.3549	91	103		
41280	C	0		.375	346.54	197	1025	.575	1.3549	91	92		
41380	C	0		.375	346.54	213	1025	.575	1.3549	91	100		
41480	C	0		.375	346.54	207	1025	.575	1.3549	91	97		
41580	C	0		.375	346.54	159	1025	.575	1.3549	91	74		
41680	C	0		.375	346.54	7	1025	.575	1.3549	91	3		
41780	C	1		.375	346.54	190	1019	.575	1.3276	106	87		
41880	C	0		.375	346.54	194	1019	.575	1.3276	106	89		
41980	C	0		.375	346.54	214	1019	.575	1.3276	106	98		
42080	C	0		.375	346.54	217	1019	.575	1.3276	106	99		
42180	C	0		.375	346.54	213	1019	.575	1.3276	106	100		
42280	C	0		.375	346.54	240	1019	.575	1.3276	106	110		
42380	C	0		.375	346.54	237	1019	.575	1.3276	106	109		
42480	C	0		.375	346.54	18	1019	.575	1.3276	106	8		
42580	C	1		.375	346.54	210	1020	.575	1.3959	70	101		
42680	C	0		.375	346.54	202	1020	.575	1.3959	70	97		
42780	C	0		.375	346.54	208	1020	.575	1.3959	70	100		
42880	C	0		.375	346.54	185	1020	.575	1.3959	70	89		
42980	C	0		.375	346.54	203	1020	.575	1.3959	70	98		
43080	C	0		.375	346.54	204	1020	.575	1.3959	70	98		
43180	C	0		.375	346.54	218	1020	.575	1.3959	70	105		
43280	C	0		.375	346.54	17	1020	.575	1.3959	70	8		
43380	C	1		.375	346.54	187	1025	.575	1.3457	96	87		
43480	C	0		.375	346.54	212	1025	.575	1.3457	96	98		
30	4										2,932		

PAGE 7

18

VALERO TRANSMISSION COMPANY

SERVICE FOR

MONTH YEAR

09 80

CHAPMAN-CRLA DZ 180

GULF CIL CORPORATION
GAS ACCOUNTING UNIT TEXAS
P C BCX 1150
MIDLAND TEXAS 79701

DELIVERY STATEMENT

STATION NUMBER 503 147

STATION NAME RANDCLPH STATE #1 ATOKA

TUBE ID	DIFF. RANGE	STATIC RANGE	TEMP. RANGE	DAY CYCLE	TAPS	AGA NO.	MCF BASE PRESSURE	BTU BASE PRESSURE
2.070	100	1500	200	7	FLANGE	3	14.650	

YEAR	MONTH	DAY	ORIFICE DIAMETER	COEFFICIENT	INTEGRATED DIFFERENCE	PRESSURE P.S.I.G.	SPECIFIC GRAVITY	COMBINED FACTOR	TEMP. °F	VOLUME MCF	BTU / FT ³	BTU CONTENT MMBTU
1980	0	0	.375	346.54	118	1037	.576	1.3132	116	53		
1980	0	0	.375	346.54	118	1037	.576	1.3132	116	53		
1980	0	0	.375	346.54	96	1037	.576	1.3132	116	43		
1980	0	0	.375	346.54	9	1037	.576	1.2966	126	4		
1980	0	0	.375	346.54	74	1025	.576	1.2960	126	33		
1980	0	1	.375	346.54	81	1025	.576	1.2960	126	36		
1980	0	0	.375	346.54	83	1025	.576	1.2960	126	37		
1980	0	0	.375	346.54	83	1025	.576	1.2960	126	37		
1980	0	0	.375	346.54	56	1025	.576	1.2960	126	25		
1980	0	0	.375	346.54	93	1025	.576	1.2960	126	41		
1980	0	0	.375	346.54	79	1025	.572	1.2996	126	35		
1980	0	0	.375	346.54	25	1020	.572	1.3435	100	11		
1980	0	0	.375	346.54	24	1020	.572	1.3435	100	11		
1980	0	0	.375	346.54	26	1020	.572	1.3435	100	12		
1980	0	0	.375	346.54	24	1020	.572	1.3435	100	11		
1980	0	0	.375	346.54	34	1020	.572	1.3435	100	15		
1980	0	0	.375	346.54	57	1020	.572	1.3435	100	26		
1980	0	0	.375	346.54	59	1020	.572	1.3435	100	27		
1980	0	0	.375	346.54	5	1020	.572	1.3435	100	2		
1980	0	0	.375	346.54	63	1016	.572	1.3486	97	29		
1980	0	1	.375	346.54	70	1016	.572	1.3486	97	32		
1980	0	0	.375	346.54	86	1016	.572	1.3486	97	40		
1980	0	0	.375	346.54	92	1016	.572	1.3486	97	42		
1980	0	0	.375	346.54	99	1016	.572	1.3486	97	46		
1980	0	0	.375	346.54	89	1016	.572	1.3486	97	41		
1980	0	0	.375	346.54	93	1016	.572	1.3486	97	43		
1980	0	0	.375	346.54	9	1016	.572	1.3486	97	4		
1980	0	0	.375	346.54	130	987	.572	1.3486	96	60		
1980	0	1	.375	346.54	134	987	.572	1.3486	96	62		
1980	0	0	.375	346.54	135	987	.572	1.3486	96	63		
1980	0	0	.375	346.54	116	987	.572	1.3486	96	54		
1980	0	0	.375	346.54	118	987	.572	1.3486	96	55		
1980	0	0	.375	346.54	123	987	.572	1.3486	96	57		
1980	0	0	.375	346.54						1,140		
1980	3											

FORM MA2

PRODUCTION MONTH SEPTEMBER, 1980

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
 N2/SEC 34 WELL #1-ATCK A34 57 * 640.00 REEVES

(2) NAME OF OPERATOR GULF OIL CORPORATION
 (3) ADDRESS *
 (4) PURCHASER(S) UNITED TEXAS TRANSMI
 (5) ROYALTY PAID BY ****
 (6) NAME OF FIELD CHAPMAN DEEP
 (7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CAK
 (8) R R C LEASE I D #'S 0859375
 (9) NUMBER OF WELLS PRODUCING GAS: 000002 GWG
 (10) INTERSTATE OR INTRASTATE INTRASTATE
 (11) NON-PROCESSED GAS GWG

A GROSS PRICE \$ 2.776 PER MCF
 DISPOSITION OF NON-PROCESSED GAS

MCF	GROSS VALUE
	\$.00
	.00
	.00
570	1582.93
	.00
570	1582.93

H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 49.46
 DECIMAL

(12) PROCESSED GAS GWG

A LIQUIDS GPM 340.54 B METER NO. 503-147

C PLANT NAME AND OPERATOR

D TOTAL LEASE MCF TO PROCESSING PLANT

E RESIDUE GAS PRICE: \$ *PER MCF

MCF	GROSS VALUE
	\$.00
	.00
570	1582.93
	.00
570	1582.93

H RETURNED FOR GAS LIFT & INJECTION ON LEASE .00

I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC) .00

J RETURNED AND USED OFF LEASE .00

K VENTED OR FLARED .00

L RESIDUE GAS SALES (ATTACH STATEMENT) .00

M TOTALS .00

N ROYALTY ON PROCESSED GAS .03125000 \$.00
 DECIMAL

(13) SULPHUR OR OTHER A GROSS VALUE \$.00

B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00

***ADJUSTMENTS GROSS ADJUSTMENT \$ -7129.79

B ROYALTY ON ADJUSTMENTS .03125000 \$ -222.80 *

(14) TOTAL ROYALTIES DUE STATE \$ -173.34

(16) REMARKS

* Reversal of double booking for 4/80 production.

PAGE 3

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
 AND DISPOSITION THEREOF FOR THE PERIOD INDICATED

REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: SUSAN MURRAY

TELEPHONE: 6515126 TITLE: SUPERVISOR, GAS ROYALTY AND TAX REPORTING UNIT

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
N2/SEC 34 WELL #1-ATCK A34 57 * 640.00 REEVES

(2) NAME OF OPERATOR GULF OIL CORPORATION

(3) ADDRESS *

(4) PURCHASER(S) UNITED TEXAS TRANSMI

(5) ROYALTY PAID BY *****

(6) NAME OF FIELD CHAPMAN DEEP

(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CAK

(8) R R C LEASE I D #'S 0859575

(9) NUMBER OF WELLS PRODUCING GAS: 000002 GWG

(10) INTERSTATE OR INTRASTATE INTRASTATE

(11) NON-PROCESSED GAS GWG

A GROSS PRICE \$ 2.776 PER MCF
DISPOSITION OF NON-PROCESSED GAS

MCF GROSS VALUE

	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	570	1582.83
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	570	1582.83

H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 49.46
DECIMAL

(12) PROCESSED GAS GWG

A LIQUIDS GPM 306.5 B METER NO. 503-147

C PLANT NAME AND OPERATOR

D TOTAL LEASE MCF TO PROCESSING PLANT

E RESIDUE GAS PRICE: \$ *PER MCF

F GASOLINE VALUE \$.572 1.3486

G OTHER LIQUIDS VALUE \$.572 1.3486

DISPOSITION OF RESIDUE GAS

H RETURNED FOR GAS LIFT & INJECTION ON LEASE

I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)

J RETURNED AND USED OFF LEASE

K VENTED OR FLARED

L RESIDUE GAS SALES (ATTACH STATEMENT)

M TOTALS

N ROYALTY ON PROCESSED GAS .03125000 \$.00
DECIMAL

(13) SULPHUR OR OTHER A GROSS VALUE \$.00

B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00

***ADJUSTMENTS GROSS ADJUSTMENT \$ -7129.79

B ROYALTY ON ADJUSTMENTS .03125000 \$ -222.80 *

(14) TOTAL ROYALTIES DUE STATE \$ -175.34

(15) REMARKS

* reversal of double booking for 4/80 production.

(PAGE 4)

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: SUCAN MURRAY

TELEPHONE: 6515126 TITLE: SUPERVISOR, GAS ROYALTY AND TAX REPORTING UNIT

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #1-ATOK	A34 57		* 640.00	REEVES
=====				
(2) NAME OF OPERATOR	GULF OIL CORPORATION			
(3) ADDRESS	*			
(4) PURCHASER(S)	UNITED TEXAS TRANSMI			
(5) ROYALTY PAID BY	****			
(6) NAME OF FIELD	CHAPMAN DEEP			
(7) LEASE OR UNIT NAME	RANDOLPH, A.T. ET AL- 6257763-CGK			
(8) R R C LEASE I D #'S	0859875			
(9) NUMBER OF WELLS PRODUCING GAS:	001	GWG		
(10) INTERSTATE OR INTRASTATE	INTRASTATE			
=====				
(11) NON-PROCESSED GAS	GWG			

November, 1981
M-48344

A GROSS PRICE \$ 3.148 PER MCF	MCF	GROSS VALUE
DISPOSITION OF NON-PROCESSED GAS		
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	615	1936.27
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	615	1936.27

H ROYALTY ON NON-PROCESSED GAS	.03125000 DECIMAL	\$ 60.51
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(12) PROCESSED GAS	GWG		
A LIQUIDS GPM	B METER NO. 503-147		
C PLANT NAME AND OPERATOR			
D TOTAL LEASE MCF TO PROCESSING PLANT			
E RESIDUE GAS PRICE: \$	*PER MCF		
F GASOLINE VALUE	MCF	GROSS VALUE	
G OTHER LIQUIDS VALUE		\$.00	
DISPOSITION OF RESIDUE GAS		\$.00	
H RETURNED FOR GAS LIFT & INJECTION ON LEASE		.00	
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)		.00	
J RETURNED AND USED OFF LEASE		.00	
K VENTED OR FLARED		.00	
L RESIDUE GAS SALES (ATTACH STATEMENT)		.00	
M TOTALS		.00	

N ROYALTY ON PROCESSED GAS	.03125000 DECIMAL	\$.00
----------------------------	----------------------	--------

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00
***ADJUSTMENTS	GROSS ADJUSTMENT	\$ 21.60
B ROYALTY ON ADJUSTMENTS	.03125000	\$.67

(14) TOTAL ROYALTIES DUE STATE	\$ 61.18
--------------------------------	----------

(16) REMARKS
** 4/80 = 10.51, 10/81 = 11.85 (volume booked was 3480; = 18 3603 for 10/81).*
 615 MCF @ NGPA SECTION 102

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
 REPORTING COMPANY: ARCO OIL AND GAS COMPANY
 DIVISION OF ATLANTIC RICHFIELD

NAME: ED GONZALES
 TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

NOTE: These explanations were not on original report

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
N2/SEC 34 WELL #1-ATOK A34 57 * 640.00 REEVES

(2) NAME OF OPERATOR GULF OIL CORPORATION
(3) ADDRESS *
(4) PURCHASER(S) UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY ****
(6) NAME OF FIELD CHAPMAN DEEP
(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CGK
(8) R R C LEASE I D #'S 0859875
(9) NUMBER OF WELLS PRODUCING GAS: 001 GWG
(10) INTERSTATE OR INTRASTATE INTRASTATE
(11) NON-PROCESSED GAS GWG

November, 1981
M-40133

DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	615	1936.27
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	615	1936.27

H ROYALTY ON NON-PROCESSED GAS	.03125000 DECIMAL	\$ 60.51
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(12) PROCESSED GAS GWG
A LIQUIDS GPM B METER NO. 503-147
C PLANT NAME AND OPERATOR
D TOTAL LEASE MCF TO PROCESSING PLANT
E RESIDUE GAS PRICE: \$ *PER MCF

	MCF	GROSS VALUE
F GASOLINE VALUE		\$.00
G OTHER LIQUIDS VALUE		\$.00
DISPOSITION OF RESIDUE GAS		
H RETURNED FOR GAS LIFT & INJECTION ON LEASE		.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)		.00
J RETURNED AND USED OFF LEASE		.00
K VENTED OR FLARED		.00
L RESIDUE GAS SALES (ATTACH STATEMENT)		.00
M TOTALS		.00

N ROYALTY ON PROCESSED GAS	.03125000 DECIMAL	\$.00
----------------------------	----------------------	--------

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00

***ADJUSTMENTS	GROSS ADJUSTMENT	\$ 21.60
B ROYALTY ON ADJUSTMENTS	.03125000	\$.67*

(14) TOTAL ROYALTIES DUE STATE		\$ 61.18
--------------------------------	--	----------

(16) REMARKS

* 4/80 = $\angle 10.51$, 10/81 = \$ 11.85 (volume booked was 3480; SIB 360 3 for 10/81)
615 MCF @ NGPA SECTION 102

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: ED GONZALES

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

Note: These explanations were not on
original report

WELL #1-A10K A34 57 * 640.00 REEVES
=====

(2) NAME OF OPERATOR GULF OIL CORPORATION M48344
(3) ADDRESS *
(4) PURCHASER(S) UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY *****
(6) NAME OF FIELD CHAPMAN DEEP
(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CGK
(8) R R C LEASE I D #'S 0859675
(9) NUMBER OF WELLS PRODUCING GAS: 001 GWG
(10) INTERSTATE OR INTRASTATE INTRASTATE
=====

(11) NON-PROCESSED GAS GWG

A GROSS PRICE \$ 3.181 PER MCF
DISPOSITION OF NON-PROCESSED GAS MCF GROSS VALUE

B GAS LIFT AND INJECTION ON LEASE \$.00
C OTHER USE ON LEASE (FUEL, ETC) .00
D USED OFF LEASE .00
E TOTAL SALES (ATTACH STATEMENT) 916 2914.34
F VENTED OR FLARED .00
G TOTAL MCF AND VALUE 916 2914.34
=====

H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 91.07
DECIMAL

=====

(12) PROCESSED GAS GWG

A LIQUIDS GPM B METER NO. 503-147
C PLANT NAME AND OPERATOR
D TOTAL LEASE MCF TO PROCESSING PLANT
E RESIDUE GAS PRICE: \$ *PER MCF

F GASOLINE VALUE MCF GROSS VALUE
G OTHER LIQUIDS VALUE \$.00
DISPOSITION OF RESIDUE GAS \$.00

H RETURNED FOR GAS LIFT & INJECTION ON LEASE .00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC) .00
J RETURNED AND USED OFF LEASE .00
K VENTED OR FLARED .00
L RESIDUE GAS SALES (ATTACH STATEMENT) .00
M TOTALS .00
=====

N ROYALTY ON PROCESSED GAS .03125000 \$.00
DECIMAL

=====

(13) SULPHUR OR OTHER A GROSS VALUE \$.00
B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00
=====

***ADJUSTMENTS GROSS ADJUSTMENT \$ 3208.41
B ROYALTY ON ADJUSTMENTS .03125000 \$ 100.26 *

(14) TOTAL ROYALTIES DUE STATE \$ 191.33
=====

(16) REMARKS

* To pay additional value for 4/80 production.
916 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY
DIVISION OF ATLANTIC RICHFIELD

NAME: ED GONZALES

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

M-40133

(1) NAME OF AREA N2/SEC 34 WELL #1-ATOK
 (2) NAME OF OPERATOR GULF OIL CORPORATION
 (3) ADDRESS *
 (4) PURCHASER(S) UNITED TEXAS TRANSMI
 (5) ROYALTY PAID BY *****
 (6) NAME OF FIELD CHAPMAN DEEP
 (7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CGK
 (8) R R C LEASE I D #'S 0859875
 (9) NUMBER OF WELLS PRODUCING GAS: 001 GWG
 (10) INTERSTATE OR INTRASTATE INTRASTATE
 (11) NON-PROCESSED GAS GWG

December, 1981

A GROSS PRICE \$ 3.181 PER MCF
 DISPOSITION OF NON-PROCESSED GAS

MCF GROSS VALUE

	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	916	2914.34
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	916	2914.34

H ROYALTY ON NON-PROCESSED GAS

.03125000
DECIMAL

\$ 91.07

(12) PROCESSED GAS GWG

A LIQUIDS GPM B METER NO. 503-147

C PLANT NAME AND OPERATOR

D TOTAL LEASE MCF TO PROCESSING PLANT

E RESIDUE GAS PRICE: \$ *PER MCF

MCF

GROSS VALUE

	MCF	GROSS VALUE
F GASOLINE VALUE		\$.00
G OTHER LIQUIDS VALUE		\$.00

DISPOSITION OF RESIDUE GAS

H RETURNED FOR GAS LIFT & INJECTION ON LEASE

I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)

J RETURNED AND USED OFF LEASE

K VENTED OR FLARED

L RESIDUE GAS SALES (ATTACH STATEMENT)

M TOTALS

.00
 .00
 .00
 .00
 .00
 .00

N ROYALTY ON PROCESSED GAS

.03125000
DECIMAL

\$.00

(13) SULPHUR OR OTHER

B ROYALTY ON SULPHUR OR OTHER

A GROSS VALUE

.03125000

\$.00

\$.00

***ADJUSTMENTS

B ROYALTY ON ADJUSTMENTS

GROSS ADJUSTMENT

.03125000

\$ 3208.41

\$ 100.26 *

(14) TOTAL ROYALTIES DUE STATE

\$ 191.33

(16) REMARKS

* To pay additional value for 4/80 production
 916 MCF @ NGPA SECTION 102

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
 AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
 REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: ED GONZALES

TELEPHONE: 6515126

TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
N2/SEC 34 WELL #1-ATOK A34 57 * 640.00 REEVES
(2) NAME OF OPERATOR GULF OIL CORPORATION
(3) ADDRESS *
(4) PURCHASER(S) UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY ***
(6) NAME OF FIELD CHAPMAN DEEP
(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CGK
(8) K R C LEASE I D #'S 0859675
(9) NUMBER OF WELLS PRODUCING GAS: 001 GWG
(10) INTERSTATE OR INTRASTATE INTRASTATE
(11) NON-PROCESSED GAS GWG

January, 1982
M-48344

A GROSS PRICE \$ 3.199 PER MCF
DISPOSITION OF NON-PROCESSED GAS MCF GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE \$.00
C OTHER USE ON LEASE (FUEL, ETC) .00
D USED OFF LEASE .00
E TOTAL SALES (ATTACH STATEMENT) 1,248 3993.46
F VENTED OR FLARED .00
G TOTAL MCF AND VALUE 1,248 3993.46
H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 124.80
DECIMAL

(12) PROCESSED GAS GWG
A LIQUIDS GPM B METER NO. 503-147
C PLANT NAME AND OPERATOR
D TOTAL LEASE MCF TO PROCESSING PLANT
E RESIDUE GAS PRICE: \$ *PER MCF
F GASOLINE VALUE MCF GROSS VALUE
G OTHER LIQUIDS VALUE \$.00
DISPOSITION OF RESIDUE GAS \$.00
H RETURNED FOR GAS LIFT & INJECTION ON LEASE .00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC) .00
J RETURNED AND USED OFF LEASE .00
K VENTED OR FLARED .00
L RESIDUE GAS SALES (ATTACH STATEMENT) .00
M TOTALS .00
N ROYALTY ON PROCESSED GAS .03125000 \$.00
DECIMAL

(13) SULPHUR OR OTHER A GROSS VALUE \$.00
B ROYALTY ON SULPHUR OR OTHER .03125000 \$.00

***ADJUSTMENTS GROSS ADJUSTMENT \$ 3328.13
B ROYALTY ON ADJUSTMENTS .03125000 \$ 104.00 *

(14) TOTAL ROYALTIES DUE STATE \$ 228.80

(16) REMARKS

1248 MCF @ NGPA SECTION 102

* Adjustment to 4/80 production

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

(1) PART OR AREA SECT/TRACT BLOCK GRANTEE ACRES COUNTY
N2/SEC 34 WELL #1-ATOR A34 57 * 640.00 REEVES

(2) NAME OF OPERATOR GULF OIL CORPORATION
(3) ADDRESS *
(4) PURCHASER(S) UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY ***
(6) NAME OF FIELD CHAPMAN DEEP
(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CGK
(8) R K C LEASE I D #'S 0859875
(9) NUMBER OF WELLS PRODUCING GAS: 001 GWG
(10) INTERSTATE OR INTRASTATE INTRASTATE
(11) NON-PROCESSED GAS GWG

January, 1982
M-40133

A GROSS PRICE \$ 3.199 PER MCF
DISPOSITION OF NON-PROCESSED GAS

MCF GROSS VALUE

B GAS LIFT AND INJECTION ON LEASE

\$.00

C OTHER USE ON LEASE (FUEL, ETC)

.00

D USED OFF LEASE

.00

E TOTAL SALES (ATTACH STATEMENT)

1,248 3993.46

F VENTED OR FLARED

.00

G TOTAL MCF AND VALUE

1,248 3993.46

H ROYALTY ON NON-PROCESSED GAS

.03125000
DECIMAL

\$ 124.80

(12) PROCESSED GAS GWG

A LIQUIDS GPM

B METER NO. 503-147

C PLANT NAME AND OPERATOR

D TOTAL LEASE MCF TO PROCESSING PLANT

E RESIDUE GAS PRICE: \$ *PER MCF

MCF

GROSS VALUE

F GASOLINE VALUE

\$.00

G OTHER LIQUIDS VALUE

\$.00

DISPOSITION OF RESIDUE GAS

H RETURNED FOR GAS LIFT & INJECTION ON LEASE

.00

I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)

.00

J RETURNED AND USED OFF LEASE

.00

K VENTED OR FLARED

.00

L RESIDUE GAS SALES (ATTACH STATEMENT)

.00

M TOTALS

.00

N ROYALTY ON PROCESSED GAS

.03125000
DECIMAL

\$.00

(13) SULPHUR OR OTHER

A GROSS VALUE

\$.00

B ROYALTY ON SULPHUR OR OTHER

.03125000

\$.00

***ADJUSTMENTS

GROSS ADJUSTMENT

\$ 3328.13

B ROYALTY ON ADJUSTMENTS

.03125000

\$ 104.00 *

(14) TOTAL ROYALTIES DUE STATE

\$ 228.80

(16) REMARKS

1248 MCF @ NGPA SECTION 102

* Adjustment to 4/80 production

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED

REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

79

M. F. 40133

CORRESPONDENCE FILE

To Arco

From

Dated 3-16-82

2.50.05

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

121



March 18, 1982

General Land Office
1700 N. Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

B

RE: State Leases M-40133 and M-48344
Randolph A. T., et al
Chapman Deep (Atoka-Well #1) Field
Reeves County, Texas

Gentlemen:

Attached to this letter is a corrected worksheet for an out-of-period adjustment that appeared on the 1/82 report. Please attach this to the other information that accompanied the 1/82 report for the subject leases. We hope this has not caused any confusion.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

BBS/clw

Attachment

P5

80

M. F. 40133

CORRESPONDENCE FILE

To Arco

From

Dated 3-18-82g

2.50.03

STATE LEASE M-40133/M-48344
RANDOLPH, A.T. ET AL / STATE LEASES
REEVES COUNTY CHAPMAN DEEP / SABRE FIELDS

OPERATOR
GULF OIL CORP.
ARCO OIL & GAS CO

COLUMN WRITE	MONTH	MCF Vol	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH	
1	AUG 80 (A)	389	20742	1296	-0-	1296	1296	13	1
2	SEP ✓	376	20706	1294	-0-	1294	2590	26	2
3	OCT ✓	388	21289	1331	-0-	1331	3921	39	3
4	NOV ✓ (B)	169177	68890863	4305678	4291674	14004	17925	179	4
5	✓ (A)	375	20793	1300	-0-	1300	19225	192	5
6	DEC ✓	389	21948	1372	-0-	1372	20597	206	6
7	JAN 81 ✓	389	21719	1357	-0-	1357	21954	220	7
8	FEB ✓	351	20149	1259	-0-	1259	23213	232	8
9	MAR ✓	388	22153	1385	-0-	1385	24598	246	9
10	APR ✓	375	21263	1329	-0-	1329	25927	259	10
11	MAY ✓	388	23697	1481	-0-	1481	27408	274	11
12	JUN ✓	375	22759	1422	-0-	1422	28830	288	12
13	JUL ✓	388	23682	1480	-0-	1480	30310	303	13
14				4321984	4291674	30310		2477	14
15									15
16									16
17									17
18									18
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37									37
38									38
39									39
40									40
41									41
42									42
43									43
44									44
45									45
46									46
47									47
48									48
49									49
50									50

19% PENALTY PER MONTH
ON \$303.10 COMPUTED FROM
OCT 81 - AUG 82

\$ 30310 ADD'L ROYALTY
5811 PENALTY

\$ 36121

(A) = LEASE FUEL (6257755-CAK), LEASE M-48344 SABRE FIELD
* (B) = ADJUSTED RESIDUE SALES (6257763-CAK) LEASES M40133/M-48344

* RESIDUE VOL ADJUSTED BY 815 (INCREASE) MCF PER STATE-
MENT WITH GULF'S TRACT PARTICIPATION GAS REPORT (SEE
ATTCHD STATEMENT)

GULF OIL EXPLORATION & PRODUCTION COMPANY
 STATEMENT REFLECTING PORT ARTHUR REFINERY
 GAS FUEL TRANSACTION ADJUSTMENT FOR THE MONTH OF NOVEMBER, 1980

Revised
 12-31-80

FIELD - LEASE - WELL NUMBER	METER NUMBER	BTU	GAS VOLUME		BTU	PORT ARTHUR	VA
		AT	MMBTU	MCF	AT	2.614 PRICE/MCF	
		14.75			14.65		

Randolph, A.T. Etal-State #1-L		165,349	168,363		.9821	2.567209	432,22
--------------------------------	--	---------	---------	--	-------	----------	--------

GULF OIL EXPLORATION & PRODUCTION COMPANY
 STATEMENT REFLECTING PORT ARTHUR REFINERY
 GAS FUEL TRANSACTION ADJUSTMENT FOR THE MONTH OF November, 1980

Sec 103, Unit 8
 14.73

Valero

FIELD - LEASE - WELL NUMBER	METER NUMBER	GAS VOLUME		BTU	2.614 PRICE/MCF	VALUE
		MMBTU	MCF			

Randolph, A.T. Etal-State #1-L	503137	9875	815	9821	2,567,209	2092.25
--------------------------------	--------	------	-----	------	-----------	---------



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

September 2, 1982

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T. Etal and Randolph, A.T.- State Leases
Chapman Deep and Sabre Fields
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the period August, 1980 through July, 1981, gas royalty has been underpaid \$303.10. (See attached schedule.)

Our examination revealed that the aforementioned underpayments resulted from non-payment of royalty for Used on Lease Fuel and MCF volume difference as noted on the attached schedule.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$361.21 which includes \$303.10 additional royalty and the required statutory delinquency penalty of \$58.11 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period October, 1980 through August, 1982

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

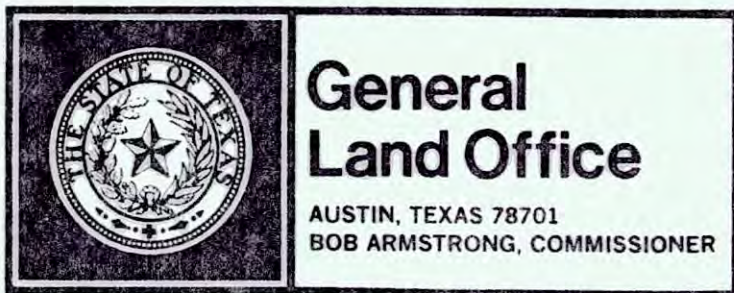
(81)

M. F. 40133
CORRESPONDENCE FILE

(To) Arco

From

Dated 9-2-82 gr



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

September 2, 1982

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T. Etal and Randolph, A.T.- State Leases
Chapman Deep and Sabre Fields
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the period August, 1980 through July, 1981, gas royalty has been underpaid \$303.10. (See attached schedule.)

Our examination revealed that the aforementioned underpayments resulted from non-payment of royalty for Used on Lease Fuel and MCF volume difference as noted on the attached schedule.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$361.21 which includes \$303.10 additional royalty and the required statutory delinquency penalty of \$58.11 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period October, 1980 through August, 1982

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure



October 28, 1982

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

SECOND REQUEST

RE: State Leases M-40133 and M-48344
Randolph, A.T. Etal and Randolph, A.T.-State Leases
Chapman Deep and Sabre Fields
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated **September 2, 1982** and as of
this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your
reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Billy Lancaster, Administrative Supervisor

Resource Accounting
Telephone No. 512-475-2858
Enclosure
PS/hlm

82

AL. F. 40133

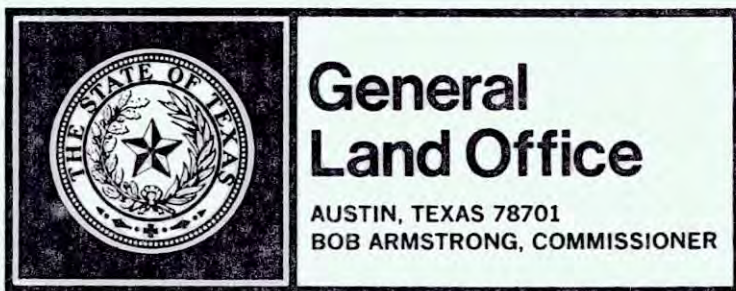
CORRESPONDENCE FILE

To

Arco 046

From

Dated 10-28-82



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

December 8, 1982

Arco Oil & Gas Company
Box 2819
Dallas, Texas 75221

ATTENTION: MS. SHARON TRAVIS

RE: State Leases M-40133 and M-48344
Randolph, A. T., et al Leases
Chapman Deep (Atoka & Fusselman) Field
Reeves County, Texas

Gentlemen:

An audit of the subject leases for the month of October, 1981 indicates a price of \$3.05947 (Atoka #1); \$3.1121 (Atoka #2); and \$3.0935 (Fusselman) for gas sold.

The gas purchase contract between Arco Oil and Gas as seller and United Texas Transmission as buyer on file in this office indicates a price of NGPA Sec. 102 (October, 1981 = \$2.909). Please explain the reason for this difference.

If the above price difference is due to BTU adjustment please submit BTU statements for all reports submitted beginning with October, 1981 and monthly thereafter.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

(83)

M. F. 40133

CORRESPONDENCE FILE

To

Acco 0#6

From

Dated 12-8-82



December 6, 1982

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher

Dear Mr. Hielscher:

Please refer to your September 2, 1982 letter concerning State
Leases M-40133 and M-48344.

We have determined that the residue volumes reported for November,
1980 were correct as reported. You have attached two Gulf state-
ments reflecting a total of 169,178 MCF. However, the statement
that reflects a volume of 168,363 is revised and corrected. The
statement for 815 is the original statement. They should not
be added together.

Adjustments for lease use fuel will be made on the December MA-2
reports.

If you have any questions, please call Wanda Fisher at (214) 651-
5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#482)



IMPORTANT: RETAIN WHITE COPY AND
RETURN BLUE COPY WITH
SEPARATE CHECK FOR TOTAL
DUE.

September 2, 1982

Arco Oil and Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T. Etal and Randolph, A.T.- State Leases
Chapman Deep and Sabre Fields
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the period August, 1980 through July, 1981, gas royalty has been underpaid \$303.10. (See attached schedule.)

Our examination revealed that the aforementioned underpayments resulted from non-payment of royalty for Used on Lease Fuel and MCF volume difference as noted on the attached schedule.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay or make arrangement for payment of \$361.21 which includes \$303.10 additional royalty and the required statutory delinquency penalty of \$58.11 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars (\$5). The delinquency penalty is computed for the period October, 1980 through August, 1982

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/glc
Enclosure

RECEIVED
SEP 07 1982
Revenue Royalty Reporting

REEVES COUNTY

STATE LEASE M-40133/M-48344
 RANDOLPH, A.T. ET AL / STATE LEASES
 CHAPMAN DEEP / SABRE FIELDS

OPERATOR
 GULF OIL CORP.
 ARCO OIL & GAS CO

MONTH	MCF VOL	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH
AUG 80 (A)	389	20742	1296	-0-	1296	1296	13
SEP ✓	376	20706	1294	-0-	1294	2590	26
OCT ✓	388	21289	1331	-0-	1331	3921	39
NOV ✓ (B)	169177	68890863	4305678	4291674	14004	17925	179
DEC ✓ (A)	375	20793	1300	-0-	1300	19225	192
JAN ✓	389	21948	1372	-0-	1372	20597	206
FEB 81 ✓	389	21719	1357	-0-	1357	21954	220
MAR ✓	351	20149	1259	-0-	1259	23213	232
APR ✓	388	22153	1385	-0-	1385	24598	246
MAY ✓	375	21263	1329	-0-	1329	25927	259
JUN ✓	388	25697	1481	-0-	1481	27408	274
JUL ✓	375	22759	1422	-0-	1422	28830	288
AUG ✓	388	23682	1480	-0-	1480	30310	303
			4321989	4291674	30310		2977
							1% PENALTY PER MONTH ON \$303.10 COMPUTED FROM: OCT 81 - AUG 82
							3334
							\$ 30310 ADD'L ROYALTY
							5811 PENALTY
							\$ 36121

(A) = LEASE FUEL (6257755-CAK), LEASE M-48344 SABRE FIELD
 * (B) = ADJUSTED RESIDUE (6257763-CAK) LEASES M-40133/M-48344

* RESIDUE VOL ADJUSTED BY 815 (INCREASE) MCF PER STATE-
 MENT WITH GULF'S TRACT PARTICIPATION SHS REPORT (SEE
 ATTACHED STATEMENT)

RECEIVED

SEP 07 1982

Revenue Royalty Reporting

GULF OIL EXPLORATION & PRODUCTION COMPANY
 STATEMENT REFLECTING PORT ARTHUR REFINERY
GAS FUEL TRANSACTION ADJUSTMENT FOR THE MONTH OF NOVEMBER, 1980

REVISED
 12-31

FIELD - LEASE - WELL NUMBER	METER NUMBER	BTU AT 14.75	GAS VOLUME		BTU AT 14.65	PORT ARTHUR 2.614 PRICE/MCF	V
			MMBTU	MCF			

 Randolph, A.T. Etal-State #1-L

165,342 168,363 .9821 2.567209 432,21

GULF OIL EXPLORATION & PRODUCTION COMPANY
STATEMENT REFLECTING PORT ARTHUR REFINERY
GAS FUEL TRANSACTION ADJUSTMENT FOR THE MONTH OF November, 1980

Sec 102, Unit, S
14.73

Valero

FIELD - LEASE - WELL NUMBER	METER NUMBER	GAS VOLUME		BTU	PRICE/MCF	VALUE
		MMBTU	MCF			

Randolph, A.T. Etal-State #1-L	503137	9875	815	9821	2.567209	2092.25 66%
--------------------------------	--------	------	-----	------	----------	-------------

847

M. F. 40133

CORRESPONDENCE FILE

To

Arco O+G

From

Dated 12-6-82

75 005



December 16, 1982

Arco Oil & Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 & M-48344
Randolph, A. J. et al & Randolph, A. T. State Leases
Chapman Deep & Sabre Fields
Reeves County, Texas

Gentlemen:

This refers to your December 6, 1982 letter concerning MCF volume differences and underpayments on the subject leases.

We have reviewed our records and note that the Gulf statements provided with our September 2, 1982 letter reflect the 100% volume as reported by Gulf (Lease Operator). Also, please note that the statement for 815 MCF is a Valero Transmission sale while the statement for 168,363 MCF is applicable to gas transactions with the Port Arthur refinery.

If you have any questions, please feel free to call us.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

(85)

M. F. 40133

CORRESPONDENCE FILE

To

Auto 046

From

Dated 12-16-82

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

121



December 23, 1982

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

M-40133

3

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

Dear Mr. Hielscher:

Please refer to your December 8, 1982 letter concerning State leases M-40133 and M-48344. We are investigating this matter and will respond as soon as possible.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Sharon Travis for
Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#524)



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

RECEIVED
DEC 10 1982
Revenue Royalty Reporting

December 8, 1982

Arco Oil & Gas Company
Box 2819
Dallas, Texas 75221

ATTENTION: MS. SHARON TRAVIS

RE: State Leases M-40133 and M-48344
Randolph, A. T., et al Leases
Chapman Deep (Atoka & Fusselman) Field
Reeves County, Texas

Gentlemen:

An audit of the subject leases for the month of October, 1981 indicates a price of \$3.05947 (Atoka #1); \$3.1121 (Atoka #2); and \$3.0935 (Fusselman) for gas sold.

The gas purchase contract between Arco Oil and Gas as seller and United Texas Transmission as buyer on file in this office indicates a price of NGPA Sec. 102 (October, 1981 = \$2.909). Please explain the reason for this difference.

If the above price difference is due to BTU adjustment please submit BTU statements for all reports submitted beginning with October, 1981 and monthly thereafter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

86

M. F. 40133

CORRESPONDENCE FILE

~~To~~

Quo

From

Dated 12-23-82

15.30.05

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



December 23, 1982

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

M 40133

B

Dear Mr. Hielscher:

Please refer to your December 16, 1982 letter concerning State leases M-40133 and M-48344. We are investigating this matter and will respond as soon as possible.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Sharon Travis for
Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#526)



RECEIVED
DEC 20 1982
Revenue Royalty Reporting

#526

December 16, 1982

Arco Oil & Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 & M-48344
Randolph, A. J. et al & Randolph, A. T. State Leases
Chapman Deep & Sabre Fields
Reeves County, Texas

Gentlemen:

This refers to your December 6, 1982 letter concerning MCF volume differences and underpayments on the subject leases.

We have reviewed our records and note that the Gulf statements provided with our September 2, 1982 letter reflect the 100% volume as reported by Gulf (Lease Operator). Also, please note that the statement for 815 MCF is a Valero Transmission sale while the statement for 168,363 MCF is applicable to gas transactions with the Port Arthur refinery.

If you have any questions, please feel free to call us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

87

M. F. 40133
CORRESPONDENCE FILE

~~To~~
Arco
From

Dated 12-23-82

75.30.05

Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

April 12, 1983

Gulf Oil Company
P.O. Box 2063
Houston, Texas 77252

ATTENTION: W.J. Nett

RE: State Lease M-40133
Randolph, A.T. et al
Sabre (Delaware) Field
Reeves County, Texas
Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Chevron's oil purchase statements for December, 1981 and March and April, 1982, statement number 08041.

Please file these records at the earliest possible time.

Sincerely yours,

Ms. Del West, Unit Supervisor
Resource Accounting
Telephone No. 512-475-4524

AG/pdg

88

M. F. 40133

CORRESPONDENCE FILE

TO

Guy

FROM

DATED 4-12-83

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



February 9, 1983

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

Dear Mr. Hielscher:

Please refer to your December 8, 1982 letter concerning State lease M-40133 and M-48344. The prices you have indicated have been calculated by dividing gross value (line 11E) by total MCF (line 11E). However, the gross value on the report actually represents gross value plus tax reimbursement and BTU adjustments. This results in a price greater than the actual price. Please see the attached worksheet showing the calculation for October, 1981 production.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

A handwritten signature in cursive script, reading "Gilbert Segovia, Jr.", is written over the typed name.

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#524)

RANDOLPH STATE - FUSSELMAN - OCTOBER, 1981

\$2.893198*	X	.999	X	172,138**	=	\$497,531.32
Price at 14.65		BTU at 14.73		Volume		Gross Value

\$497,531.32	X	<u>.9375</u>	X	.075	=	\$ 34,982.92
Gross Value				TR Rate		Tax Reimbursement

\$497,531.32	Gross Value
+ 34,982.92	Tax Reimbursement
<u>\$532,514.24</u>	

RANDOLPH STATE - ATOKA #1 - OCTOBER, 1981

\$2.893198*	X	.988	X	1740**	+	\$ 4,973.76
Price at 14.65		BTU at 14.73		Volume		Gross Value

\$4,973.76	X	.9375	X	.075	=	\$ 349.72
Gross Value				TR Rate		Tax Reimbursement

\$ 4,973.76	Gross Value
+ 349.72	Tax Reimbursement
<u>\$ 5,323.48</u>	

RANDOLPH STATE - ATOKA # 2 - OCTOBER, 1981

\$2.893198*	X	1.005	X	1,715**	=	\$ 4,986.64
Price at 14.65		BTU at 14.73		Volume		Gross Value

\$4,986.64	X	.9375	X	.075	=	\$ 350.63
Gross Value				TR Rate		Tax Reimbursement

\$ 4,986.64	Gross Value
+ 350.63	Tax Reimbursement
<u>\$ 5,337.27</u>	

*This 14.65 price of 2.893198 is virtually the same price that is on the attached price list; the difference is minor and causes no dollar change.

**Volume originally reported for 10/81 was incorrect, but was corrected the next month.

NGPA PRICES & RELATED CONTRACT BRIEF SUFFIXES
MCF @ 14.65#

EFF DATE	SUFFIX BC	SUFFIX D	SUFFIX EF	SUFFIX G62	SUFFIX G64	SUFFIX G69	SUFFIX JK	SUFFIX LMTU	SUFFIX N	SUFFIX RSYZ	SUFFIX VW	SUFFIX 1	SUFFIX 3	S
810101	.706143	.242674	.394843	.484355	.484355	.467447	1.261113	1.946371	2.350166	2.652515	.718078	1.341673	2.839494	1.
810201	.712111	.244663	.398822	.488333	.488333	.471425	1.272053	1.964273	2.371052	2.683347	.725040	1.353608	2.872315	1.
810301	.718078	.246653	.402800	.492311	.492311	.475403	1.283988	1.982176	2.392933	2.714178	.732002	1.365543	2.906130	1.
810401	.725040	.248642	.406778	.470431	.496289	.479382	1.295923	2.000078	2.414813	2.746005	.738964	1.377478	2.939945	1.
810501	.730013	.250631	.409762	.473414	.499273	.482365	1.303879	2.013007	2.430726	2.771863	.743937	1.386429	2.967793	1.
810601	.734986	.252620	.412746	.476398	.502257	.485349	1.311836	2.025937	2.446639	2.797722	.748910	1.395380	2.995641	1.
810701	.739959	.254609	.415729	.479382	.505241	.488333	1.319793	2.038866	2.462552	2.824575	.753883	1.404331	3.024484	1.
810801	.743937	.255604	.417718	.482365	.508224	.490322	1.326755	2.048812	2.474487	2.847451	.757861	1.411293	3.049348	1.
810901	.747915	.256598	.419708	.485349	.511208	.492311	1.333717	2.058757	2.487417	2.870326	.761839	1.418255	3.074212	1.
811001	.751894	.257593	.421697	.488333	.514192	.494300	1.340679	2.068703	2.500346	(2.893201)	.765818	1.425217	3.099077	1.
811101	.757861	.259582	.424680	.492311	.518170	.498279	1.350624	2.084616	2.519243	2.924032	.771785	1.436157	3.131897	1.
811201	.763828	.261571	.427664	.496289	.522148	.502257	1.360570	2.100529	2.538140	2.954864	.777752	1.447097	3.165713	1.
820101	.769796	.263560	.430648	.500268	.526127	.506235	1.370516	2.116442	2.558031	2.986690	.783720	1.458038	3.199528	1.
820201	.774769	.265549	.433632	.504246	.530105	.510213	1.380461	2.131361	2.575933	3.016527	.788693	1.467983	3.231354	1.
820301	.779742	.267539	.436615	.508224	.534083	.514192	1.390407	2.146279	2.593835	3.046364	.793666	1.477929	3.263180	1.
820401	.784714	.269528	.439599	.512203	.538061	.518170	1.400353	2.161198	2.611738	3.076201	.799633	1.487875	3.296001	1.
820501	.786704	.270522	.440594	.514192	.540050	.520159	1.404331	2.168160	2.619694	3.095098	.802617	1.492848	3.316887	1.
820601	.788693	.271517	.441588	.516181	.542040	.522148	1.408309	2.175122	2.627651	3.114990	.805600	1.497820	3.337773	1.
820701	.790682	.272511	.442583	.518170	.544029	.524137	1.412287	2.182084	2.635607	3.134881	.808584	1.502793	3.358659	1.
820801	.794660	.273506	.444572	.520159	.546018	.526127	1.418255	2.192030	2.647542	3.158751	.812562	1.509755	3.384518	1.
820901	.798638	.274501	.446561	.522148	.548007	.528116	1.424222	2.201975	2.659477	3.182620	.816541	1.516717	3.410377	1.
821001	.802617	.275495	.448550	.524137	.549996	.530105	1.430190	2.211921	2.671412	3.206490	.820519	1.523679	3.436235	1.
821101	.806595	.276490	.450539	.527121	.552980	.532094	1.437152	2.221867	2.683347	3.231354	.824497	1.530641	3.462094	1.
821201	.810573	.277484	.452528	.530105	.555964	.534083	1.444114	2.231812	2.695281	3.256218	.828475	1.537603	3.488948	1.
830101	.814552	.278479	.454518	.533083	.558947	.536072	1.451076	2.241758	2.707216	3.281083	.832454	1.544565	3.515801	1.



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

RECEIVED
DEC 10 1982
Revenue Royalty Reporting

December 8, 1982

Arco Oil & Gas Company
Box 2819
Dallas, Texas 75221

ATTENTION: MS. SHARON TRAVIS

RE: State Leases M-40133 and M-48344
Randolph, A. T., et al Leases
Chapman Deep (Atoka & Fusselman) Field
Reeves County, Texas

Gentlemen:

An audit of the subject leases for the month of October, 1981 indicates a price of \$3.05947 (Atoka #1); \$3.1121 (Atoka #2); and \$3.0935 (Fusselman) for gas sold.

The gas purchase contract between Arco Oil and Gas as seller and United Texas Transmission as buyer on file in this office indicates a price of NGPA Sec. 102 (October, 1981 = \$2.909). Please explain the reason for this difference.

If the above price difference is due to BTU adjustment please submit BTU statements for all reports submitted beginning with October, 1981 and monthly thereafter.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

89

M. F. 40133

CORRESPONDENCE FILE

To

ARCO

FROM

Date 2-9-83

54503

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



March 7, 1983

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

Dear Mr. Hielscher:

Please refer to your September 2, 1982 letter concerning State leases M-40133 and M-48344. Gulf has confirmed that their report indicating 815 MCF was in error. Whenever we receive the revised statements, corrections will be made.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

xc: Bette B. Smart (#482/526)



General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

RECEIVED

DEC 2 1982

Revenue Royalty Reporting

December 16, 1982

Arco Oil & Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 & M-48344
Randolph, A. J. et al & Randolph, A. T. State Leases
Chapman Deep & Sabre Fields
Reeves County, Texas

Gentlemen:

This refers to your December 6, 1982 letter concerning MCF volume differences and underpayments on the subject leases.

We have reviewed our records and note that the Gulf statements provided with our September 2, 1982 letter reflect the 100% volume as reported by Gulf (Lease Operator). Also, please note that the statement for 815 MCF is a Valero Transmission sale while the statement for 168,363 MCF is applicable to gas transactions with the Port Arthur refinery.

If you have any questions, please feel free to call us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

526
Also Refer to
482

90

M. F. 40133

CORRESPONDENCE FILE

To

ARCO

FROM

Dated

3-7-83

2. 0.00

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



May 13, 1983

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

Dear Mr. Hielscher:

Please refer to your September 2, 1982 letter concerning State leases M-40133 and M-48344. Gulf confirmed that their report indicating 815 MCF was in error. Mr. Robert Noah in Gulf's Midland office advised that Gulf will make the correction for the 815 MCF. Mr. Noah can be reached at (915) 685-4838.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#482/526)



RECEIVED
DEC 2 1982
Revenue Royalty Reporting

December 16, 1982

Arco Oil & Gas Company
P. O. Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 & M-48344
Randolph, A. J. et al & Randolph, A. T. State Leases
Chapman Deep & Sabre Fields
Reeves County, Texas

Gentlemen:

This refers to your December 6, 1982 letter concerning MCF volume differences and underpayments on the subject leases.

We have reviewed our records and note that the Gulf statements provided with our September 2, 1982 letter reflect the 100% volume as reported by Gulf (Lease Operator). Also, please note that the statement for 815 MCF is a Valero Transmission sale while the statement for 168,363 MCF is applicable to gas transactions with the Port Arthur refinery.

If you have any questions, please feel free to call us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/hlm

91

M. F. 40133

CORRESPONDENCE FILE

To ARCO

FROM

Dated 5-13-83

2.70.03

Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

May 23, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph A.T. et al (6257763-CAK) Leases
Chapman Deep Field
Reeves County, Texas

Gentlemen:

In performing an audit of your December, 1982 Gas Reports (Form MA-2) we noted a prior month credit adjustment of (\$68066.20) Gross Value and (\$2127.05) Royalty which we have been unable to verify. Please provide a detailed breakdown showing the month(s) being adjusted and your computation used in determining this adjustment, i.e. volume, MCF price, BTU, etc.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/ml

M. F. 40133

CORRESPONDENCE FILE

To

Arco

From

Dated 5-23-83

Garry Mauro
Commissioner
General Land Office



July 8, 1983

SECOND REQUEST

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph A.T. et al (6257763-GAK) Leases
Chapman Deep Field
Reeves County, Texas
Gentlemen:

Enclosed is a copy of our letter to you dated ^{May 23, 1983} and as
of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct
your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Charles Whit Jr., Gas Supervisor
Resource Accounting
Telephone No. 512-475-2838
Enclosure
PS/14

M. F. 40133 & 48344

CORRESPONDENCE FILE

To

(93) Arco O & G

From

Dated 7-8-83

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



121

June 1, 1983

m-40133

"B"

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

Dear Mr. Hielscher:

Please refer to your letter dated May 23, 1983. We are investigating this matter and will respond as soon as possible.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#132)

Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

May 23, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

#132

RECEIVED

MAY 25 1983

Revenue Royalty Reporting

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph A.T. et al (6257763-CAK) Leases
Chapman Deep Field
Reeves County, Texas

Gentlemen:

In performing an audit of your December, 1982 Gas Reports (Form MA-2) we noted a prior month credit adjustment of (\$68066.20) Gross Value and (\$2127.05) Royalty which we have been unable to verify. Please provide a detailed breakdown showing the month(s) being adjusted and your computation used in determining this adjustment, i.e. volume, MCF price, BTU, etc.

Sincerely yours,

A handwritten signature in cursive script, reading "Ernest H. Hielscher".

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/ml

M. F. 40133
CORRESPONDENCE FILE

To

Arco
From

Dated 6-1-83

0. 3.00

125
ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



July 13, 1983

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Ernest H. Hielscher
Resource Accounting Supervisor

40133

B²

Dear Mr. Hielscher:

Please refer to your letter dated May 23, 1983 concerning State leases M-40133 and M-48344. Attached you will find a copy of the detailed breakdown showing the total corrected payments for the months adjusted on our December, 1982 MA-2 report.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

Gilbert Segovia Jr.

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachments

xc: Bette B. Smart (#132)

GPC 422-DI

RANDOLPH STATE - FUSSELMAN

SELLER: ARMO OIL & GAS CO.

	Intrais	Date
Prepared by		
Approved by		

METER: 36-91-83-128

VALERO STATION: 503137

VALERO METER # ANALYSIS

FIELD: 2354- CHAPMAN FIELD

11

12

YEAR	PRODUCTION MO	1 VOLUME MCF	2 PMT BTU *NO ANALYSIS USE PRIOR MO.	3 Q	4 PAYMENT MM BTU 1 X 3	5 PRICE SEC 102	6 BTU ADJUSTED PRICE 3 X 5	7 VALUE 1 X 6	8 ARMO PORTION .9375 X 7	9 TAX 8 X 7.5 %	10 TAX RATE 1 MCF 9 ÷ 1
1981	AUGUST	126092	982	14.650 ACT	123822	2.863	2.811466	35450337	33234691	2492602	.197681
	SEPTEMBER	169529	993		168342	2.886	2.865798	48583587	45547113	3416033	.201501
	OCTOBER	176189	* 993		174956	2.909	2.888637	50894606	47713694	3578527	.203107
	NOVEMBER	153375	982		150614	2.940	2.887080	44280590	41513053	3113479	.202998
	DECEMBER	161299	* 982		158396	2.971	2.917522	47059338	44118129	3308860	.205138
1982	JANUARY	183130	982		179834	3.003	2.948946	54004048	50628795	3797160	.207348
	FEBRUARY	125672	982		123410	3.033	2.978406	37430224	35090835	2631813	.209419
	MARCH	162934	1009		164400	3.063	3.090567	50355844	47208604	3540645	.217305
	JUNE	160326	981		157280	3.132	3.072492	49260035	46181283	3463596	.216035
	JULY	64306	981		63084	3.152	3.092112	19884135	18641377	1398103	.217414
	AUGUST	171791	981		168527	3.176	3.115656	53524166	50178906	3763418	.219070
	SEPTEMBER	164888	982		161920	3.200	3.142400	51814405	48576005	3643200	.220950

NOTE:

COL 1 ÷ .5 = MCF ON VALERO STMTS.

COL 7 X .0625 = STATE'S INTEREST IN PRODUCTION

COL 9 X .0625 = STATE'S INTEREST IN T/R

COL 7 + 9 X .0625 = CORRECTED TOTAL PAYMENT FOR M-40133 AND M-48344 (50% @)

GPC - 422-02

RANDOLPH STATE

ATDKA #1

SELLER: ARCO OIL & GAS CO.

	Initials	Date
Prepared by		
Approved by		

METER: 36-91-83-129

VALERO METER: 503147

VALERO METER # ANALYSIS

FIELD: 2354 - CHAPMAN FIELD

YEAR	PRODUCTION MONTH	1 VOLUME MCF	2 PMT BTU # NO ANALYSIS USE PRIOR MO.	3 ②	4 PAYMENT MMBTU 1 x 3	5 PRICE SEC 102	6 BTU ADJUSTED PRICE 3 x 5	7 VALUE 1 x 6	8 ARCO PORTION .9375 x 7	9 TAX 8 x 7.5 %	10 TAX RATE MCF 9 ± 1
1981	DECEMBER	936	995	14.650 ACT.	931	2.971	2.956145	276695	259402	19455	.207854
1982	JULY	1449	994		1440	3.152	3.133088	453984	425610	31921	.220295
	AUGUST	1372	994		1364	3.176	3.156944	433133	406062	30455	.221973
	SEPTEMBER	874	994		869	3.200	3.180800	278002	260627	19547	.223650
	OCTOBER	1156	995		1150	3.224	3.207880	370831	347654	26074	.225554
	NOVEMBER	976	995		971	3.249	3.232755	315517	295797	22185	.227303

NOTE:

COL 1 ÷ .5 = MCF ON VALERO STMTS.

COL 7 x .0625 = STATE'S INTEREST IN PRODUCTION

COL 9 x .0625 = STATE'S INTEREST IN T/R

COL 7 + 9 x .0625 = CORRECTED TOTAL PAYMENT FOR M-40133 AND M-48344 (50% ea)

GPC 422-03

RANDOLPH STATE - ATOKA #2

SELLER: ARCO OIL & GAS CO.

	Initials	Date
Prepared by		
Approved by		

METER : 36-91-83-280

VALERO STATION: 503247

VALERO METER # ANALYSIS

FIELD: 2354 - CHAPMAN FIELD

YEAR	PRODUCTION MONTH	VOLUME MCF	PMT BTU *NO ANALYSIS USE PRIOR MO.	BTU @	PAYMENT MMBTU	PRICE SEC. 102	BTU ADJUSTED PRICE 3 X 5	VALUE 1 X 6	ARCO PORTION .9375 X 7	TAX 8 X 7.5%	TAX RATE 1 MCF 9 ÷ 1
1982	JUNE	8414	996	14.650 ACT	8380	3.132	3.119472	2624726	2460679	184551	.219338
	JULY	2836	993		2816	3.152	3.129936	887650	832172	62413	.220074
	AUGUST	5371	997		5355	3.126	3.166472	1700712	1594418	119581	.222643
	SEPTEMBER	1883	993		1870	3.200	3.177600	598342	560946	42071	.223425
	OCTOBER	1219	994		1212	3.224	3.204636	390648	366232	27467	.225327
	NOVEMBER	623	* 994		619	3.249	3.229506	201198	188623	14147	.227075

NOTE:
 COL 1 ÷ .5 = MCF ON VALERO STMTS
 COL 7 X .0625 = STATE'S INTEREST IN PRODUCTION
 COL 9 X .0625 = STATE'S INTEREST IN T/R
 COL 7 + 9 X .0625 = CORRECTED TOTAL PAYMENT FOR M-48344 AND M-40133 (50% ea.)

40133

CORPORATION FILE

To

95

arco

From

Dated 7-13-83

17203

Garry Mauro
Commissioner
General Land Office



August 22, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T., et. al. (6257763) Lease
Chapman Deep (Fusselman) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the month of October, 1981, gas royalty has been overpaid \$96.60.

In performing our audit of the subject leases we noted that an adjustment for the October, 1981 production was based on 353,377 MCF rather than 352,377 as shown on the supporting statement. Hence, this overstated volume has resulted in the aforementioned overpayment.

Please take a credit of \$96.60 as a separate line item on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj

M. F. 40133 & 48344
CONFIDENTIAL FILE

To

Arco 076
From

Dated 8-22-83

(96)

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151



September 6, 1983

(121)

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Charles Whitsel
Gas Resource Accounting Supervisor

~~4013~~
M-40133

B

Dear Mr. Whitsel:

Please refer to your letter dated August 22, 1983. We are investigating this matter and will respond as soon as possible.

If you have any questions, please call Wanda Fisher at (214) 880-5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#180)

Garry Mauro
Commissioner
General Land Office



#180

RECEIVED
AUG 25 1983
Revenue Royalty Reporting

August 22, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T., et. al. (6257763) Lease
Chapman Deep (Fusselman) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the month of October, 1981, gas royalty has been overpaid \$96.60.

In performing our audit of the subject leases we noted that an adjustment for the October, 1981 production was based on 353,377 MCF rather than 352,377 as shown on the supporting statement. Hence, this overstated volume has resulted in the aforementioned overpayment.

Please take a credit of \$96.60 as a separate line item on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

A handwritten signature in cursive script, reading "Charles Whitsel".

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj

M. F. 40133
CORRESPONDENCE FILE

TO Arco

FROM

DATED 9/6/83

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 651 5151

1214



October 6, 1983

B

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

m 40133 / m 48344

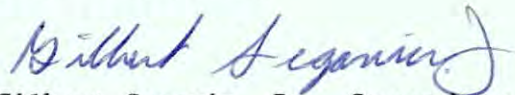
Attn: Charles Whitsel
Gas Resource Accounting Supervisor

Dear Mr. Whitsel:

Please refer to your letter dated August 22, 1983. We are still investigating this matter and will respond as soon as possible.

If you have any questions, please call Wanda Fisher at (214) 880-5638.

Very truly yours,



Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/clw

Attachment

xc: Bette B. Smart (#180)



#180

RECEIVED
AUG 25 1983
Revenue Royalty Reporting

August 22, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T., et. al. (6257763) Lease
Chapman Deep (Fusselman) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the month of October, 1981, gas royalty has been overpaid \$96.60.

In performing our audit of the subject leases we noted that an adjustment for the October, 1981 production was based on 353,377 MCF rather than 352,377 as shown on the supporting statement. Hence, this overstated volume has resulted in the aforementioned overpayment.

Please take a credit of \$96.60 as a separate line item on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

A handwritten signature in cursive script, reading "Charles Whitsel".

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj

00-91-01

98

M. F. 40133 B
CORRESPONDENCE FILE
TO

98

Quico
FROM

DATED 10/6/83

December 20, 1983

Arco Oil and Gas Company
Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 and M-48344
A. T. Randolph, et al (6257763) Lease
Chapman, Deep (Fusselman) Field
Reeves County, Texas

Dear Ms. Fisher:

In performing an audit of your January, 1983 Gas Reports (Form MA-2) for the subject leases, we noted credit adjustments of \$2,234.70 which we have been unable to verify. Based on comments provided with these reports, the adjustments appear to be for royalty overpayments for the October, November, and December, 1982 production.

We have reviewed our records for the aforementioned months and note that production was reported and paid as per the Unit Agreement, i.e. 50% each Gulf Oil Corporation and Arco.

Please review your records and provide additional detail in support of these adjustments, e.g., volumes, values, etc. We have disallowed these adjustments pending receipt of your reply.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkc

M. F. 40133 & 48344

CORRESPONDENCE FILE

To

Arco Oil & Gas

From

Dated 12-20-83

(99)

SECOND REQUEST

January 30, 1984

Arco Oil and Gas Company
Box 2819
Dallas, Texas 75221

ATTENTION: MS. WANDA FISHER

RE: State Leases M-40133 and M-48344
A. T. Randolph, et al (6257763) Lease
Chapman, Deep (Fussellman) Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated December 20, 1983 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkc
Enclosure

M. F. 40133 48344

CORRESPONDENCE FILE

To

Arco Oil

From

Dated 1-30-84

100

ARCO Oil and Gas Company
Post Office Box 2819
Dallas, Texas 75221
Telephone 214 880 2500



October 25, 1983

m-40133/m-48344

"B"

Commissioner of the General Land Office
1700 North Congress
Austin, Texas 78701

Attn: Charles Whitsel, Supervisor
Gas Resource Accounting

Dear Mr. Whitsel:

Please refer to your letter dated August 22, 1983, asking us to take a credit of \$96.60 on State Leases M-40133 and M-48344.

We have found that an adjustment was made in February 1983 to reflect the MCF as shown on the Valero Transmission statement for October 1981 production. (See attached MA-2 and Adjustment Detail.)

A total credit of \$116.35 was taken for October 1981 production. Part of this amount was due to the volume adjustment, but the rest of it was due to a price adjustment. We had used a price of \$2.89320 instead of the correct price of \$2.88864 per MCF.

Since this adjustment has been made, we will not be taking an additional credit of \$96.60. If you have any questions, please call Wanda Fisher at (214) 880-5638.

Very truly yours,

Gilbert Segovia, Jr., Supervisor
Revenue Royalty Reporting Unit

WF/el

Attachments

xc: Bette B. Smart (#180), 9-062C DAB

Garry Mauro
Commissioner
General Land Office



#180

RECEIVED
AUG 25 1983
Revenue Royalty Reporting

August 22, 1983

Arco Oil and Gas Company
P.O. Box 2819
Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA, JR.

RE: State Leases M-40133 and M-48344
Randolph, A.T., et. al. (6257763) Lease
Chapman Deep (Fusselman) Field
Reeves County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Valero Transmission Company gas purchase statements, and your royalty payments received for the subject leases indicates for the month of October, 1981, gas royalty has been overpaid \$96.60.

In performing our audit of the subject leases we noted that an adjustment for the October, 1981 production was based on 353,377 MCF rather than 352,377 as shown on the supporting statement. Hence, this overstated volume has resulted in the aforementioned overpayment.

Please take a credit of \$96.60 as a separate line item on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

A handwritten signature in cursive script, reading "Charles Whitsel".

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj

			D-L	VOLUME	GROSS VALUE	
6257763	62577630003000	CAK	110	-7,881	-22,170.76	8108
	62577630003000		110	-7,881	-22,148.30	
	62577630003000		170		-1,558.89	
	62577630003000		170		-1,557.31	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		170		1,557.31	
	62577630003000		170		1,557.89	
	62577630003000		110	7,881	22,148.30	
	62577630003000		110	7,881	22,156.50	
PRODDATE TOTAL	6257763	CAK			-15.26	8108
	62577630003000		110	-10,595	-30,382.06	8109
	62577630003000		110	-10,595	-30,351.83	
	62577630003000		170		-2,136.25	
	62577630003000		170		-2,134.13	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		170		2,134.13	
	62577630003000		170		2,135.04	
	62577630003000		110	10,595	30,351.83	
	62577630003000		110	10,595	30,364.76	
PRODDATE TOTAL	6257763	CAK			-18.51	8109
	62577630003000		110	-11,043	-31,917.87	8110
	62577630003000		170		-2,244.24	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		170		2,236.60	
	62577630003000		110	11,012	31,809.16	
PRODDATE TOTAL	6257763	CAK		-31	-116.35	8110

00-07-07

	D-L	VOLUME	GROSS VALUE	
6257763	62577630003000	CAK 110	-9,586	-27,833.34 8111
	62577630003000	110	-9,586	-27,665.21
	62577630003000	170		-1,957.05
	62577630003000	170		-1,945.22
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	170		1,945.22
	62577630003000	170		1,945.94
	62577630003000	110	9,586	27,665.21
	62577630003000	110	9,586	27,675.36
PRODDATE TOTAL 6257763	CAK		-169.09	8111
	62577630003000	110	-10,081	-29,579.83 8112
	62577630003000	110	-10,081	-29,401.23
	62577630003000	170		-2,079.85
	62577630003000	170		-2,067.29
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	210		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	270		.00
	62577630003000	170		2,067.29
	62577630003000	170		2,068.05
	62577630003000	110	10,081	29,401.23
	62577630003000	110	10,081	29,412.06
	62577630005000	110	-57	-170.18
	62577630005000	170		-11.97
	62577630005000	210		.00
	62577630005000	210		.00
	62577630005000	270		.00
	62577630005000	270		.00
	62577630005000	170		12.15
	62577630005000	110	59	172.86
PRODDATE TOTAL 6257763	CAK		2	-176.71 8112
	62577630003000	110	-11,446	-33,774.32 8201

00.00.01

		D-L	VOLUME	GROSS VALUE	
6257763	62577630003000	CAK	110	-11,446	-33,740.10 8201
	62577630003000		170		-2,374.77
	62577630003000		170		-2,372.37
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		170		2,372.37
	62577630003000		170		2,373.25
	62577630003000		110	11,446	33,740.10
	62577630003000		110	11,446	33,752.57
PRODDATE TOTAL	6257763	CAK		-23.27	8201
	62577630003000		110	-7,854	-23,385.09 8202
	62577630003000		170		-1,644.28
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		170		1,644.90
	62577630003000		110	7,854	23,393.92
PRODDATE TOTAL	6257763	CAK		9.45	8202
	62577630003000		110	-10,183	-31,487.61 8203
	62577630003000		170		-2,213.99
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		170		2,212.92
	62577630003000		110	10,183	31,472.43
PRODDATE TOTAL	6257763	CAK		-16.25	8203
	62577630003000		110	-10,021	-31,666.09 8206
	62577630003000		170		-2,226.54
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		170		2,164.76
	62577630003000		110	10,021	30,787.51

00-00-01

			D-L	VOLUME	GROSS VALUE	
6257763	62577630007000	CAK	110	-525	-1,643.75	8206
	62577630007000		170		-115.58	
	62577630007000		210		.00	
	62577630007000		210		.00	
	62577630007000		270		.00	
	62577630007000		270		.00	
	62577630007000		170		115.35	
	62577630007000		110	525	1,640.45	
PRODDATE TOTAL	6257763	CAK			-943.89	8206
	62577630003000		110	-4,019	-12,782.31	8207
	62577630003000		170		-898.76	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		170		873.82	
	62577630003000		110	4,019	12,427.58	
	62577630005000		110	-90	-284.03	
	62577630005000		170		-19.97	
	62577630005000		210		.00	
	62577630005000		210		.00	
	62577630005000		270		.00	
	62577630005000		270		.00	
	62577630005000		170		19.95	
	62577630005000		110	90	283.74	
	62577630007000		110	-177	-557.53	
	62577630007000		170		-39.21	
	62577630007000		210		.00	
	62577630007000		210		.00	
	62577630007000		270		.00	
	62577630007000		270		.00	
	62577630007000		170		39.01	
	62577630007000		110	177	554.78	
PRODDATE TOTAL	6257763	CAK			-382.98	8207
	62577630003000		110	-10,737	-34,611.82	8208
	62577630003000		170		2,433.66	
	62577630003000		210		.00	
	62577630003000		210		.00	
	62577630003000		270		.00	
	62577630003000		270		.00	
	62577630003000		170		2,352.16	
	62577630003000		110	10,737	33,452.65	
	62577630005000		110	-86	-272.14	
	62577630005000		170		-19.14	

00.00.01

		D-L	VOLUME	GROSS VALUE	
6257763	62577630005000	CAK	210	.00	8208
	62577630005000		210	.00	
	62577630005000		270	.00	
	62577630005000		270	.00	
	62577630005000		170	19.03	
	62577630005000		110	270.71	
	62577630007000		110	-336	-1,069.15
	62577630007000		170	-75.18	
	62577630007000		210	.00	
	62577630007000		210	.00	
	62577630007000		270	.00	
	62577630007000		270	.00	
	62577630007000		170	74.74	
	62577630007000		110	336	1,062.95
PRODDATE TOTAL	6257763	CAK		-1,248.85	8208
	62577630003000		110	-10,305	-33,472.06
	62577630003000		170		-2,353.52
	62577630003000		210		.00
	62577630003000		210		.00
	62577630003000		270		.00
	62577630003000		270		.00
	62577630003000		170		2,277.02
	62577630003000		110	10,305	32,384.00
	62577630005000		110	-55	-174.60
	62577630005000		170		-12.28
	62577630005000		210		.00
	62577630005000		210		.00
	62577630005000		270		.00
	62577630005000		270		.00
	62577630005000		170		12.22
	62577630005000		110	55	173.75
	62577630007000		110	-117	-377.53
	62577630007000		170		-26.55
	62577630007000		210		.00
	62577630007000		210		.00
	62577630007000		270		.00
	62577630007000		270		.00
	62577630007000		170		26.29
	62577630007000		110	117	373.96
PRODDATE TOTAL	6257763	CAK		-1,169.30	8209
	62577630005000		110	-72	-232.93
	62577630005000		170		-16.38
	62577630005000		210		.00
	62577630005000		210		.00

20.02.01

		D-L	VOLUME	GROSS VALUE	
6257763	62577630005000	CAK	270	.00	8210
	62577630005000		270	.00	
	62577630005000		170	16.30	
	62577630005000		110	231.77	
	62577630007000		110	-246.16	
	62577630007000		170	-17.31	
	62577630007000		210	.00	
	62577630007000		210	.00	
	62577630007000		270	.00	
	62577630007000		270	.00	
	62577630007000		170	17.17	
	62577630007000		110	244.15	
PRODDATE TOTAL	6257763	CAK		-3.39	8210
	62577630005000		110	-198.19	8211
	62577630005000		170	-13.94	
	62577630005000		210	.00	
	62577630005000		210	.00	
	62577630005000		270	.00	
	62577630005000		270	.00	
	62577630005000		170	13.87	
	62577630005000		110	197.20	
	62577630007000		110	-126.68	
	62577630007000		170	-8.91	
	62577630007000		210	.00	
	62577630007000		210	.00	
	62577630007000		270	.00	
	62577630007000		270	.00	
	62577630007000		170	8.84	
	62577630007000		110	125.75	
PRODDATE TOTAL	6257763	CAK		-2.06	8211
GLR-CODE TOTAL	6257763	CAK		-4,276.46	
6268455	62684550020000		110	-816.98	8211
	62684550020000		210	-415.54	
	62684550020000		170	-57.44	
	62684550020000		270	-29.22	
	62684550020000		270	28.73	
	62684550020000		170	58.44	
	62684550020000		210	408.57	
	62684550020000		110	831.08	
	62684550022000		210	-383.88	
	62684550022000		270	-26.99	
	62684550022000		110	.00	
	62684550022000		110	.00	

02.02.01

GENERAL LAND OFFICE LEASE NUMBER M-40133
GAS REPORT

FORM MA2

PRODUCTION MONTH DECEMBER ,1962

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #1-ATOK	A34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR	GULF OIL CORPORATION
(3) ADDRESS	*
(4) PURCHASER(S)	UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY	****
(6) NAME OF FIELD	CHAPMAN DEEP
(7) LEASE OR UNIT NAME	RANDOLPH, A.T. ET AL- 6257763-CAK
(8) R R C LEASE I D #'S	0859875
(9) NUMBER OF WELLS PRODUCING GAS:	002 GWG
(10) INTERSTATE OR INTRASTATE	INTRASTATE

=====

(11) NON-PROCESSED GAS	GWG
------------------------	-----

=====

A GROSS PRICE \$ 3.486 PER MCF		
DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	1,055	3678.45
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	1,055	3678.45
	=====	=====
H ROYALTY ON NON-PROCESSED GAS	.03125000 DECIMAL	\$ 114.95

=====

(12) PROCESSED GAS	GWG	
A LIQUIDS GPM	B METER NO. 503-147	
C PLANT NAME AND OPERATOR		
D TOTAL LEASE MCF TO PROCESSING PLANT		
E RESIDUE GAS PRICE: \$	* PER MCF	
F GASOLINE VALUE	MCF	GROSS VALUE
G OTHER LIQUIDS VALUE		\$.00
DISPOSITION OF RESIDUE GAS		\$.00
H RETURNED FOR GAS LIFT & INJECTION ON LEASE		.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)		.00
J RETURNED AND USED OFF LEASE		.00
K VENTED OR FLARED		.00
L RESIDUE GAS SALES (ATTACH STATEMENT)		.00
M TOTALS		.00
	=====	=====

N ROYALTY ON PROCESSED GAS	.03125000 DECIMAL	\$.00
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=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00

=====

***ADJUSTMENTS	GROSS ADJUSTMENT	\$ -35.04 *
B ROYALTY ON ADJUSTMENTS	.03125000	\$ -1.10 *

=====

(14) TOTAL ROYALTIES DUE STATE	\$ 113.85
--------------------------------	-----------

=====

(15) REMARKS * Pressure base adjustment

1055 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION AND DISPOSITION THEREOF FOR THE PERIOD INDICATED

REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: JAMES DEGOVIA, JR.
TELEPHONE: 331126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

GENERAL LAND OFFICE LEASE NUMBER M-40133
GAS REPORT

FORM MA2

PRODUCTION MONTH DECEMBER ,1962

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #1-FUSS	34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR	GULF OIL CORPORATION
(3) ADDRESS	*
(4) PURCHASER(S)	UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY	****
(6) NAME OF FIELD	CHAPMAN DEEP
(7) LEASE OR UNIT NAME	RANDOLPH, A.T. ET AL- 6257763-CAK
(8) R R C LEASE I D #'S	0861330
(9) NUMBER OF WELLS PRODUCING GAS:	002 GWG
(10) INTERSTATE OR INTRASTATE	INTRASTATE

=====

(11) NON-PROCESSED GAS	GWG
------------------------	-----

..... A GROSS PRICE \$ 3.437 PER MCF

DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS VALUE

B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	144,954	498296.86
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	144,954	498296.86

=====

..... H ROYALTY ON NON-PROCESSED GAS .03125000 \$ 15571.78
DECIMAL

=====

(12) PROCESSED GAS	GWG
--------------------	-----

A LIQUIDS GPM	B METER NO. 503-137
C PLANT NAME AND OPERATOR	
D TOTAL LEASE MCF TO PROCESSING PLANT	
E RESIDUE GAS PRICE: \$	* PER MCF

	MCF	GROSS VALUE
F GASOLINE VALUE		\$.00
G OTHER LIQUIDS VALUE		\$.00

DISPOSITION OF RESIDUE GAS

H RETURNED FOR GAS LIFT & INJECTION ON LEASE	.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)	.00
J RETURNED AND USED OFF LEASE	.00
K VENTED OR FLARED	.00
L RESIDUE GAS SALES (ATTACH STATEMENT)	.00
M TOTALS	.00

=====

N ROYALTY ON PROCESSED GAS	.03125000	\$.00
	DECIMAL	

=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00

=====

***ADJUSTMENTS	GROSS ADJUSTMENT	\$ -68066.20
B ROYALTY ON ADJUSTMENTS	.03125000	\$ -2127.05 *

=====

(14) TOTAL ROYALTIES DUE STATE	\$ 13444.73
--------------------------------	-------------

=====

(16) REMARKS * Pressure base adjustment

144954 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

GENERAL LAND OFFICE LEASE NUMBER M-48344
GAS REPORT

FORM MAZ

PRODUCTION MONTH DECEMBER, 1962

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #1-FUSS	34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR GULF OIL CORPORATION

(3) ADDRESS *

(4) PURCHASER(S) UNITED TEXAS TRANSMI

(5) ROYALTY PAID BY *****

(6) NAME OF FIELD CHAPMAN DEEP

(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257763-CAK

(8) R R C LEASE I D #'S 0861330

(9) NUMBER OF WELLS PRODUCING GAS: 002 GWG

(10) INTERSTATE OR INTRASTATE INTRASTATE

=====

(11) NON-PROCESSED GAS GWG

=====

A GROSS PRICE \$ 3.437 PER MCF		
DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	144,954	498296.86
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	144,954	498296.86
	=====	=====
H ROYALTY ON NON-PROCESSED GAS	.03125000 DECIMAL	\$ 15571.78

=====

(12) PROCESSED GAS GWG

=====

A LIQUIDS GPM	B METER NO. 503-137	
C PLANT NAME AND OPERATOR		
D TOTAL LEASE MCF TO PROCESSING PLANT		
E RESIDUE GAS PRICE: \$	* PER MCF	
	MCF	GROSS VALUE
F GASOLINE VALUE		\$.00
G OTHER LIQUIDS VALUE		\$.00
DISPOSITION OF RESIDUE GAS		
H RETURNED FOR GAS LIFT & INJECTION ON LEASE		.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)		.00
J RETURNED AND USED OFF LEASE		.00
K VENTED OR FLARED		.00
L RESIDUE GAS SALES (ATTACH STATEMENT)		.00
M TOTALS		.00
	=====	=====

N ROYALTY ON PROCESSED GAS	.03125000 DECIMAL	\$.00
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=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00

=====

***ADJUSTMENTS	GROSS ADJUSTMENT	\$ -68066.20	*
B ROYALTY ON ADJUSTMENTS	.03125000	\$ -2127.05	*

(14) TOTAL ROYALTIES DUE STATE	\$ 13444.73
--------------------------------	-------------

=====

(16) REMARKS * Pressure base adjustment

144954 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

GENERAL LAND OFFICE LEASE NUMBER M-48344
GAS REPORT

FORM MA2

PRODUCTION MONTH DECEMBER, 1982

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #1-ATOK	A34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR	GULF OIL CORPORATION
(3) ADDRESS	*
(4) PURCHASER(S)	UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY	*****
(6) NAME OF FIELD	CHAPMAN DEEP
(7) LEASE OR UNIT NAME	RANDOLPH, A.T. ET AL- 6257763-CAK
(8) R R C LEASE I D #'S	0859875
(9) NUMBER OF WELLS PRODUCING GAS:	002 GWG
(10) INTERSTATE OR INTRASTATE	INTRASTATE

=====

(11) NON-PROCESSED GAS	GWG
------------------------	-----

=====

A GROSS PRICE \$ 3.486 PER MCF		
DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE		\$.00
C OTHER USE ON LEASE (FUEL, ETC)		.00
D USED OFF LEASE		.00
E TOTAL SALES (ATTACH STATEMENT)	1,055	3678.45
F VENTED OR FLARED		.00
G TOTAL MCF AND VALUE	1,055	3678.45
	=====	=====
H ROYALTY ON NON-PROCESSED GAS	.03125000 DECIMAL	\$ 114.95

=====

(12) PROCESSED GAS	GWG	
A LIQUIDS GPM	B METER NO. 503-147	
C PLANT NAME AND OPERATOR		
D TOTAL LEASE MCF TO PROCESSING PLANT		
E RESIDUE GAS PRICE: \$	* PER MCF	
	MCF	GROSS VALUE
F GASOLINE VALUE		\$.00
G OTHER LIQUIDS VALUE		\$.00
DISPOSITION OF RESIDUE GAS		
H RETURNED FOR GAS LIFT & INJECTION ON LEASE		.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)		.00
J RETURNED AND USED OFF LEASE		.00
K VENTED OR FLARED		.00
L RESIDUE GAS SALES (ATTACH STATEMENT)		.00
M TOTALS		.00
	=====	=====

N ROYALTY ON PROCESSED GAS	.03125000 DECIMAL	\$.00
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=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$.00
***ADJUSTMENTS	GROSS ADJUSTMENT	\$ -35.04
B ROYALTY ON ADJUSTMENTS	.03125000	\$ -1.10

=====

(14) TOTAL ROYALTIES DUE STATE	\$ 113.85
--------------------------------	-----------

=====

(16) REMARKS * Pressure base adjustment

1055 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREOF FOR THE PERIOD INDICATED
REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

GENERAL LAND OFFICE LEASE NUMBER M-4013
GAS REPORT

FORM MA2

PRODUCTION MONTH DECEMBER, 1982

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #2-ATOK	A34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR GULF OIL CORPORATION

(3) ADDRESS *

(4) PURCHASER(S) UNITED TEXAS TRANSMI

(5) ROYALTY PAID BY *****

(6) NAME OF FIELD CHAPMAN DEEP

(7) LEASE OR UNIT NAME RANDOLPH, A.T. ET AL- 6257783-CAK

(8) R R C LEASE I D #'S 0868629

(9) NUMBER OF WELLS PRODUCING GAS: 002 GWG

(10) INTERSTATE OR INTRASTATE INTRASTATE

=====

(11) NON-PROCESSED GAS GWG

A GROSS PRICE \$	*PER MCF		
DISPOSITION OF NON-PROCESSED GAS		MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE			\$.00
C OTHER USE ON LEASE (FUEL, ETC)			.00
D USED OFF LEASE			.00
E TOTAL SALES (ATTACH STATEMENT)			.00
F VENTED OR FLARED			.00
G TOTAL MCF AND VALUE			.00
		=====	=====
H ROYALTY ON NON-PROCESSED GAS	.03125000	\$	.00
	DECIMAL		

=====

(12) PROCESSED GAS GWG

=====

A LIQUIDS GPM	B METER NO. 503-247		
C PLANT NAME AND OPERATOR			
D TOTAL LEASE MCF TO PROCESSING PLANT			
E RESIDUE GAS PRICE: \$		*PER MCF	
		MCF	GROSS VALUE
F GASOLINE VALUE		\$	.00
G OTHER LIQUIDS VALUE		\$	.00
DISPOSITION OF RESIDUE GAS			
H RETURNED FOR GAS LIFT & INJECTION ON LEASE			.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)			.00
J RETURNED AND USED OFF LEASE			.00
K VENTED OR FLARED			.00
L RESIDUE GAS SALES (ATTACH STATEMENT)			.00
M TOTALS			.00
		=====	=====
N ROYALTY ON PROCESSED GAS	.03125000	\$	.00
	DECIMAL		

=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$	.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$	.00

=====

***ADJUSTMENTS	GROSS ADJUSTMENT	\$	-321.95
B ROYALTY ON ADJUSTMENTS	.03125000	\$	-10.07

(14) TOTAL ROYALTIES DUE STATE \$ -10.07

(16) REMARKS * Pressure base adjustment.

0 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION AND DISPOSITION THEREOF FOR THE PERIOD INDICATED

REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

GENERAL LAND OFFICE LEASE NUMBER M-48344
GAS REPORT

FORM MA2

PRODUCTION MONTH DECEMBER, 1962

=====

(1) PART OR AREA	SECT/TRACT BLOCK	GRANTEE	ACRES	COUNTY
N2/SEC 34 WELL #2-ATOK	A34 57		* 640.00	REEVES

=====

(2) NAME OF OPERATOR	GULF OIL CORPORATION
(3) ADDRESS	*
(4) PURCHASER(S)	UNITED TEXAS TRANSMI
(5) ROYALTY PAID BY	****
(6) NAME OF FIELD	CHAPMAN DEEP
(7) LEASE OR UNIT NAME	RANDOLPH, A.T. ET AL- 6257763-CAK
(8) R R C LEASE I D #'S	0868629
(9) NUMBER OF WELLS PRODUCING GAS:	002 GWG
(10) INTERSTATE OR INTRASTATE	INTRASTATE

=====

(11) NON-PROCESSED GAS	GWG
------------------------	-----

=====

A GROSS PRICE \$	*PER MCF		
DISPOSITION OF NON-PROCESSED GAS		MCF	GROSS VALUE
B GAS LIFT AND INJECTION ON LEASE			\$.00
C OTHER USE ON LEASE (FUEL, ETC)			.00
D USED OFF LEASE			.00
E TOTAL SALES (ATTACH STATEMENT)			.00
F VENTED OR FLARED			.00
G TOTAL MCF AND VALUE			.00
		=====	=====
H ROYALTY ON NON-PROCESSED GAS	.03125000	\$	.00
	DECIMAL		

=====

(12) PROCESSED GAS	GWG		
A LIQUIDS GPM	B METER NO. 503-247		
C PLANT NAME AND OPERATOR			
D TOTAL LEASE MCF TO PROCESSING PLANT			
E RESIDUE GAS PRICE: \$	*PER MCF		
		MCF	GROSS VALUE
F GASOLINE VALUE		\$	.00
G OTHER LIQUIDS VALUE		\$	.00
DISPOSITION OF RESIDUE GAS			
H RETURNED FOR GAS LIFT & INJECTION ON LEASE			.00
I RETURNED FOR OTHER USE ON LEASE (FUEL, ETC)			.00
J RETURNED AND USED OFF LEASE			.00
K VENTED OR FLARED			.00
L RESIDUE GAS SALES (ATTACH STATEMENT)			.00
M TOTALS			.00
		=====	=====

N ROYALTY ON PROCESSED GAS	.03125000	\$	.00
	DECIMAL		

=====

(13) SULPHUR OR OTHER	A GROSS VALUE	\$	.00
B ROYALTY ON SULPHUR OR OTHER	.03125000	\$	.00

=====

***ADJUSTMENTS	GROSS ADJUSTMENT	\$	-321.95
B ROYALTY ON ADJUSTMENTS	.03125000	\$	-10.07

=====

(14) TOTAL ROYALTIES DUE STATE	\$	-10.07
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=====

(16) REMARKS * *Pressure base adjustment*

0 MCF @ NGPA SECTION 102

=====

I CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION AND DISPOSITION THEREOF FOR THE PERIOD INDICATED

REPORTING COMPANY: ARCO OIL AND GAS COMPANY

DIVISION OF ATLANTIC RICHFIELD

NAME: GILBERT SEGOVIA, JR.

TELEPHONE: 6515126 TITLE: SUPERVISOR, REVENUE ROYALTY REPORTING UNIT

033033

VALERO TRANSMISSION COMPANY

MONTH YEAR
10 81TO 56
FROM CHAPMAN-ORLA DZ 180ADDRESS
GULF OIL CORPORATION
GAS ACCOUNTING UNIT TEXAS
P O BOX 1150
MIDLAND TEXAS 79701STATION NUMBER 503 137
STATION NAME RANDOLPH STATE #1 FUSSELMAN

DELIVERY STATEMENT

TUBE ID	DIFF. RANGE	STATIC RANGE	TEMP. RANGE	DAY CYCLE	TAPS	AGA NO.	MCF BASE PRESSURE	BTU BASE PRESSURE
4.026	100	1500	200	7	FLANGE	3	14.650	14.650

DATE	INTEGRATED	ORIFICE	COEFFICIENT	DIFFERENCE	PRESSURE	SPECIFIC	COMBINED	TEMP.	VOLUME MCF	BTU	BTU CONTENT
MO. DAY YEAR	NO.	DIAMETER			P.S.I.G.	GRAVITY	FACTOR	°F		MMBTU	
100181	0 0	2.500	16910.40	426	954	.573	1.3841	74	9,970	977	9,741
100281	0 0	2.500	16910.40	493	954	.573	1.3841	74	11,539	977	11,274
100381	0 0	2.500	16910.40	496	954	.573	1.3841	74	11,609	977	11,342
100481	0 0	2.500	16910.40	491	954	.573	1.3841	74	11,492	977	11,228
100581	0 0	2.500	16910.40	494	954	.573	1.3841	74	11,562	977	11,296
100681	0 0	2.500	16910.40	498	954	.573	1.3841	74	11,656	977	11,388
100781	0 0	2.500	16910.40	61	954	.573	1.3841	74	1,427	977	1,394
100781	0 1	2.500	16910.40	158	947	.573	1.3835	74	3,696	977	3,611
100881	0 0	2.500	16910.40	281	947	.573	1.3835	74	6,574	977	6,423
100981	0 0	2.500	16910.40	497	947	.573	1.3835	74	11,628	977	11,361
101081	0 0	2.500	16910.40	501	947	.573	1.3835	74	11,721	977	11,451
101181	0 0	2.500	16910.40	506	947	.573	1.3835	74	11,838	977	11,566
101281	0 0	2.500	16910.40	502	947	.573	1.3835	74	11,745	977	11,475
101381	0 0	2.500	16910.40	501	947	.573	1.3835	74	11,721	977	11,451
101481	0 0	2.500	16910.40	502	947	.573	1.3835	74	11,745	977	11,475
101481	0 1	2.500	16910.40	474	954	.573	1.3802	76	11,063	977	10,809
101581	0 0	2.500	16910.40	510	954	.573	1.3802	76	11,903	977	11,629
101681	0 0	2.500	16910.40	515	954	.573	1.3802	76	12,020	977	11,744
101781	0 0	2.500	16910.40	510	954	.573	1.3802	76	11,903	977	11,629
101881	0 0	2.500	16910.40	509	954	.573	1.3802	76	11,880	977	11,607
101981	0 0	2.500	16910.40	513	954	.573	1.3802	76	11,973	977	11,698
102081	0 0	2.500	16910.40	511	954	.573	1.3802	76	11,926	977	11,652
102181	0 0	2.500	16910.40	85	954	.573	1.3802	76	1,983	977	1,937
102181	0 1	2.500	16910.40	408	942	.573	1.3754	78	9,489	977	9,271
102281	0 0	2.500	16910.40	44	942	.573	1.3754	78	1,023	977	999
102381	0 0	2.500	16910.40	441	942	.573	1.3754	78	10,257	977	10,021
102481	0 0	2.500	16910.40	507	942	.573	1.3754	78	11,792	977	11,521
102581	0 0	2.500	16910.40	510	942	.573	1.3754	78	11,862	977	11,589
102681	0 0	2.500	16910.40	517	942	.573	1.3754	78	12,025	977	11,748
102781	0 0	2.500	16910.40	511	942	.573	1.3754	78	11,885	977	11,612
102881	0 0	2.500	16910.40	81	942	.573	1.3754	78	1,884	977	1,841
102881	0 1	2.500	16910.40	448	947	.573	1.3720	80	10,394	977	10,155
102981	0 0	2.500	16910.40	510	947	.573	1.3720	80	11,833	977	11,561
103081	0 0	2.500	16910.40	516	947	.573	1.3720	80	11,972	977	11,697
103181	0 0	2.500	16910.40	577	947	.573	1.3720	80	13,387	977	13,079
31	4								352,377		344,275

101

M. F. 40133
CORRESPONDENCE FILE
TO

Arco Oil & Gas
FROM

DATED Oct 25, 1983

10-50-03

Garry Mauro
Commissioner
General Land Office



March 5, 1987

Arco Oil & Gas Co.
P.O. Box 1610
Midland, Texas 79702

RE: State Lease M-40133
Tract Name: Sabre (Delaware) Unit
Well No. 409 & 410
Reeves County, Texas

Dear Gentlemen:

We note the completion of the captioned wells, however, we have not received the following reports or surveys, which are marked below, as required by your Oil and Gas Lease:

_____	Form W-1 Application to Drill
<u>x</u> _____	Form W-2 Oil Well Potential Test/Completion Report
_____	Form W-3 Plugging Record
_____	Form G-1 Gas Well Pressure Test and Completion Report
_____	Form G-5 Gas Well Classification Report
_____	Form G-10 Gas Well Status Report
<u>x</u> _____	Form W-12 Inclination Report
<u>x</u> _____	Form W-15 Cementing Report
<u>x</u> _____	Electrical Log (full suite of 5 inch logs plus a 1-inch correlation electrical log. L-1 not acceptable as log.)
_____	Directional Survey

Electrical Logs are required, even if run prior to September 1, 1985.

Your cooperation will be appreciated.

Sincerely yours,

Tim Pittman, Geologist
Texas General Land Office
Petroleum & Minerals Division
(512) 463-5022

TP/rr

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 463-5256

102

M.F. # 40133

CORRESPONDENCE FILE

TO Arco

FROM T. P. Homan

DATED 3.5.87 RE

INDEX # 102

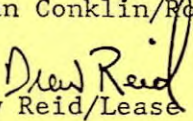
GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: October 31, 1988

TO: Susan Conklin/Royalty Audit

FROM:  Drew Reid/Lease Compliance

SUBJECT: Field Audit for MF-40133

After a review of this mineral file, I found that we are missing an assignment and there are no Division Orders in the file. We need to get copies of all the assignments of record and the Division Orders from the company. At that time I can check the surface owners' interest and make sure there are no assignments back to the surface owners. A more thorough examination would be needed once the file is complete to see if there are any violations.

DR/krl

cc: Carey Tynan
Della Pearson
Walt Rosenbusch

MF 40133
ITEM memo
TO Jasper Conklin
FROM Drew Reid
DATE 10/31/88 KRL

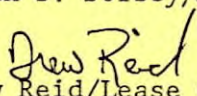
GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: October 31, 1988

TO: Susan S. Dorsey/Archives & Records

FROM:  Drew Reid/Lease Compliance

SUBJECT: RAL MF No. 40133
Yates Field Unit
Pecos County, Texas

I have reviewed the correspondence in the captioned Relinquishment Act mineral file. There were no references to the position of the General Land Office's interpretation of the Relinquishment Act.

A cursory review of the instruments in the file did not give any indication of a possible violation of the Act, but a more thorough examination would be needed to completely clear the file.

DR/krl

cc: Mineral File
Carey Tynan/Lease Compliance
Walt Rosenbusch/Royalty Management & Compliance
Stroud Kelley/Legal Services

MF 40133
ITEM Memo
TO Susan Orsey
FROM Drew Reid
DATE 10/31/88 KRL



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

BPX Operating Company
Attn: Patty Burg
OFC WM11 6025-1
15377 Memorial Dr
Houston, TX 77079-4101

Billing Date: 1/22/2025
Billing Due Date: 2/21/2025
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00325	MF040133	\$0.00	\$221,729.15	\$22,172.92	\$8,714.26	\$252,616.33
Total Due		\$0.00	\$221,729.15	\$22,172.92	\$8,714.26	\$252,616.33

Penalty and interest have been calculated thru 1/31/2025. Payment remitted after 1/31/2025 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

BPX Operating Company

Billing Date: 1/22/2025

Billing Due Date: 2/21/2025

Customer Number: C000046383

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
25I00325	MF040133	\$0.00	\$221,729.15	\$22,172.92	\$8,714.26	\$252,616.33
Total Due		\$0.00	\$221,729.15	\$22,172.92	\$8,714.26	\$252,616.33
Amt. Paid						

Customer ID: C000046383
Invoice Number:
GLO Lease: MF040133
GLO Review: BPX OPERATING COMPANY
Review Period: Sept 2023 - Aug 2024

Category Oil
Auditor/AE: Eric M
Billing Date: 1/14/2025
P&I Calculation Date: 1/31/2025
Royalty Rate: 6.25%

(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 Royalty2	Revenue Due
May-24	08-296781	42209	1	\$84.050	1	\$3,547,666.45	\$221,729.15	\$0.00	\$221,729.15	210	9.50%	\$22,172.92	\$8,714.26	\$252,616.33
TOTALS		42,209				\$3,547,666.45	\$221,729.15	\$0.00	\$221,729.15			\$22,172.92	\$8,714.26	\$252,616.33

COMMENTS: BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 08-296781 08-296803 08-297821 08-297278 08-297836 08-297870 08-297940 08-297948

COLUMN (3) UNDERREPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC
COLUMNS (5) & (6) AVERAGE PRICE IS CALCULATED AND USED IN THE CALCULATION
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/rac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@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.martinez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Patty Burg
Patty.Burg@bpx.com

File No. MF040133 105

County

Recon Billing

Date Filed: 2/11/2025

Commissioner Dawn Buckingham, M.D.

By: VD



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

MF040133

#11926
#11925
iNut 12746
PSA #00542

State Lease	Control	Base File	County
MF040133	07-108970	93089	REEVES

Survey	T & P RY CO	
Block	57	
Block Name		
Township	2-S	
Section/Tract	34	
Land Part	PT	
Part Description		
Acres	960	
Depth Below	Depth Above	Depth Other
		See Lease

Leasing: JA
Analyst: JA
Maps: JA
GIS: MC
DocuShare: _____

Name	CAMPBELL, WILLIAM W
Lease Date	1/21/1953
Primary Term	10 yr
Bonus (\$)	\$2,400.00
Rental (\$)	\$0.50
Lease Royalty	0.0625

PART 3 OF 3

F270332

CAMPBELL, WILLIAM W

Mineral File 40133 Well Rec

COUNTY: Reeves

TRACT :

PART : S/2 of Sec 34 T & P Blk 57

ACRES : 320 Tsp 2

LESSEE : ~~William W. Campbell~~ *Chevron*

DATE :

TERM :

BONUS :

RENTAL:

FILE :

WELL RECORD

RELINQUISHMENT ACT LEASE

File

40133

REEVES

County

MINERAL LAND

WILLIAM W. CAMPBELL

320

Acres

E/2 of 34

Section

T & P Ry Co Survey Block 57

Tsp. 2

Files 93089 -94352 Cert.

Name of Claimant

Lease dated 1-21-53

10 Yrs

VOL. _____ P. _____

FORM 2503B-549-1M

40133

File _____

CONTENTS

- 1 APPLICATION TO DRILL WELL # ^{PIAT and} 1 FEB 28 1959 #5
- 2 APPLICATION TO DRILL WELL # ^{PIAT and} 3 MAY 7 1959 "
3. Elec. Log Well # ² 9-29-59 ^{hs}
4. Elec. Log Well # ³ 9-29-59 ^{hs}
- 5 WELL RECORD WELL # 1 SEP 30 1959 #5
- 6 WELL RECORD WELL # 2 SEP 26 1959 "
- 7 WELL RECORD WELL # 3 SEP 26 1959 "
8. Elec. Log Well # ¹ 10-5-59 ^{hs}
- 9 APPLICATION TO DRILL WELL # ^{2-PIAT and} 5 3 1959 #5
See WR 29800 - Entry dtd. 10-8-59
- 10 WELL RECORD WELL # 4 OCT 8 1959 "
- 11 APPLICATION TO DRILL WELL # ^{PIAT and} 3 OCT 15 1959 "
12. Elec. Log Well # ⁴ 10-26-59 ^{hs}
13. Elec. Log Well # ⁵ 11-3-59 ^{hs}
- 14 APPLICATION TO DRILL WELL # ^{PIAT and} 6 OCT 23 1959 #5
- 15 APPLICATION TO DRILL WELL # ^{PIAT and} 4 NOV 10 1959 "
- 16 APPLICATION TO DRILL WELL # ^{PIAT and} 7 NOV 7 1959 "
17. Elec. Log Well # ⁶ 11-16-59 ^{hs}
- 18 APPLICATION TO DRILL WELL # ^{PIAT and} 8 NOV 13 1959 "
19. ~~Elec. Log Well #~~
19. WELL RECORD WELL # ^{and sketch} 5 NOV 28 1959 "
20. Elec. Log Well # ⁷ 11-27-59 ^{hs}
- 5th LAST SURVEY NO. ¹ #5 1-60

PRODUCING

LAST SUPPLEMENT NO. 1**WELL RECORD**

RELINQUISHMENT NOT LEASE

40133

File _____

REEVES

County

MINERAL LAND

WILLIAM W. CAMPBELL

320 Acres

S/2 of 34 Section

T & P Ry Co Sur

Block 57

Tsp. 2

Cert. _____

Files 93089--94352

Name of Claim Lease dtd. 1-21-53 10 Yrs

VOL. _____ P. _____

FORM 2503B-549-1M

40133

File _____

CONTENTS

- 21 WELL RECORD WELL # 6 DEC 1959 HS
- 22 WELL RECORD WELL # 7 DEC 1959 HS
- 23 APPLICATION TO DRILL WELL # 8 MAY 23 1960 HS
24. Well #2 Comp. Report 8-3-60 HS
- 25 WELL RECORD WELL # 8 JUL 14 1960 HS
- 26 Potential Test Well # 8 JUL 14 1960 "
27. Well #1 Completion Rept. 9-19-61 HS
28. APPLICATION TO DRILL WELL # 1 DEC 8 1962 HS
- 29 Appl To Plug Well # 1 DEC 8 1962
- 30 Plugging Record Well # 1 DEC 8 1962
- 31 Elec. Log Well # 1
- 32 Notice of Intention to Plug Well #6 3-4-71

CONTENTS OF FILE NO. 40133 Well Record

1. App to Drill & Plat #1 2-28-1959	34. See Reference File #m-35430 62686 ^{#41 AB}
2. " " " " #3 5-7-1959	35. See Unit Agreement report in 35430 #46 ^{R8 12-16-86}
3. Elec Log #2 9-29-1959	36. APPLICATION TO DRILL WELL # <u>4-9</u> 2-9-87
4. " " #3 9-29-1959	37. APPLICATION TO DRILL WELL # <u>4-10</u> 2-9-87
5. Well Record #1 9-30-1959	38. Ltr to Aico 086 5-25-88
6. " " #2 9-26-1959	39. Ltr to Aico 086 8-16-88
7. " " #3 9-26-1959	40. COMP. REPORT WELL # <u>4-9</u> 9-17-88
8. Elec Log #1 10-5-1959	41. COMP. REPORT WELL # <u>4-10</u> 9-17-88
9. App to Drill & Plat #5 10-3-1959 See W. R. in 29800 10-8-1959	42. ELEC. LOG WELL # <u>4-9</u> 9-17-88
10. Well Rec #4 10-8-1959	43. ELEC. LOG WELLY # <u>4-10</u> 9-17-88
11. App to Drill & Plat #3 10-15-1959	44. Division Order 12/8/04
12. Elec Log #4 10-26-1959	45. DIVISION ORDER 1/21/10
13. " " #5 11-3-1959	46. ASSIGNMENT FILED IN MF- 6/3/10
14. App to Drill & Plat #6 10-23-1-959	ASSIGNMENT FILED IN MF 035816 #65. #7809,
15. " " " " " #4 11-10-1959	W.I. 2/11/11
16. " " " " " #7 11-7-1959	45, 45, 46 moved to file 1 8-1-12
17. Elec Log Well #6 11-16-1959	42. Unit 929 Survey 1/24/14 11/19/14
18. App to Drill & Plat #8 11-13-1959	43. Recon Billing 3/6/18
19. Well Rec & Sketch #5 11-28-1959	52. scanned sm 10/04/2019
20. Elec Log #7 11-27-1959	53. 44. Pooling Agreement 11926
21. Well Rec #6 12---1959	54. Silverton State 27-34 Unit 11-8-22
22. Well Rec #7 12---1959	55. scanned PT 11-22-2023
23. App to Drill Well #8 5-23-1960	56. 45. Pooling Agreement #11925
24. Well #8 Comp Rept 8-3-1960	57. Randolph State Gas Unit (formerly
25. Well Rec Well #8 7-14-1960	58. Unit #929) 6/11/23
26. Potential Test Well #8 7-14-1960	59. scanned PT 6-15-2023
27. Well #1 Comp Rept 9-19-1961	60. 46. iNat 12746 - Silverton State 34 #101H 6/29/23
28. App to Drill #1 12-8-1962	61. scanned PT 7-5-2023
29. " to Plug #1 12-8-1962	62. 47. Production Sharing Agreement
30. Plugging Rec #1 12-8-1962	63. #00542 Silverton State 34 101H 7/26/23
31. Elec Log Well #1	64. scanned sm 07/26/2023
32. Notice Int Plug #6 3-4-1971	65. 48. Recorded Copy Pooling Agreement
33. APPLICATION TO DRILL WELL # <u>1</u> 10-9-74 MIN	66. #11926 Silverton State 27-34 Unit 9/9/23

CONTENTS OF FILE NO. _____

49. mm Recorded Copy PSA #00542	100.
mm Silverton State 34 10/H 9/7/23	101.
50. mm Pooling Agreement #11927	102.
mm Rio State 34X27 Unit 11/9/23	103.
mm scanned WM 11.14.2023	104.
72.	105.
73.	106.
74.	107.
75.	108.
76.	109.
77.	110.
78.	111.
79.	112.
80.	113.
81.	114.
82.	115.
83.	116.
84.	117.
85.	118.
86.	119.
87.	120.
88.	121.
89.	122.
90.	123.
91.	124.
92.	125.
93.	126.
94.	127.
95.	128.
96.	129.
97.	130.
98.	131.
99.	132.

Please refer to File No.....

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

24 1/2
F-93089
M-40133

Form 1

Revised Form 1
Corrected Location
RECEIVED

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK. Drill.....?

FEB 28 1959

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED General Land Office

ATT

READ CAREFULLY AND
COMPLY FULLY

TRA

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You say attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line..... 745feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.... /feet.

(Only well on lease.)

Date..... February 20....., 1959.....

Name of company or operator

Name..... Gulf Oil Corporation.....

Address..... P. O. Drawer 1290.....

City..... Fort Worth 1, Texas.....

Description of farm or lease:

Name of Lease..... A. T. Randolph et al-State.....

Number of Acres..... 320 Well No..... 1.....

Number of wells on lease..... 1.....

Survey..... T&P RR.....

Elevation..... Later Feet
(Above Sea Level)

Section No..... 34 Block No..... 57, T-2.....

Located in..... Sabre (Delaware)..... Field

(If Wildcat state above)

..... Reeves County

..... 3 1/2 Miles..... SE direction from

..... Orla nearest postoffice or town.

Rotary or Cable Tools..... Rotary.....

Date work will start drilling..... When permit rec'd.....

Depth to which you propose to drill..... 3400feet.

Date work will start deepening..... -.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name..... -.....

Address..... -.....

LOCATED: 1895' from the South line and 660' from the East line of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

Was submitted 2-4-59 at 1980' from the South line and 660' from the East line of Section 34, Block 57, T-2, T&P RR Survey. Request is now submitted to move to the above location.

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

ALLAR CO.

NORTH

TXL

TXL

AGNES BECKHAM

Lse. Gulf
"CB"Lse. Sabre Drlg. Lse. Sinclair
& Four States O&G
(Gulf) "A"

Sec. 28

Sec. 27

Sec. 26

Sec. 33

Sec. 35

A. T. RANDOLPH ET AL-STATE

TXL

TXL

Lse. Argo Oil Corp.

Lse. Cont'l
(Sec. 35)
"A"

WEST



(Only well on lease)

EAST

GULF OIL CORPORATION'S—A. T. RANDOLPH
ET AL-STATE LEASE, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC.
MORE OR LESS.



Sec. 40

Sec. 39

Sec. 38

P. N. WIGGINS, JR.

TXL

Lse. Del. Basin
"C"G. A. WYNN
ET ALLse.
U. S. Smelting

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

SOUTH

Scale of Plat. 1" = 1000'

I, J. D. WALKER, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name

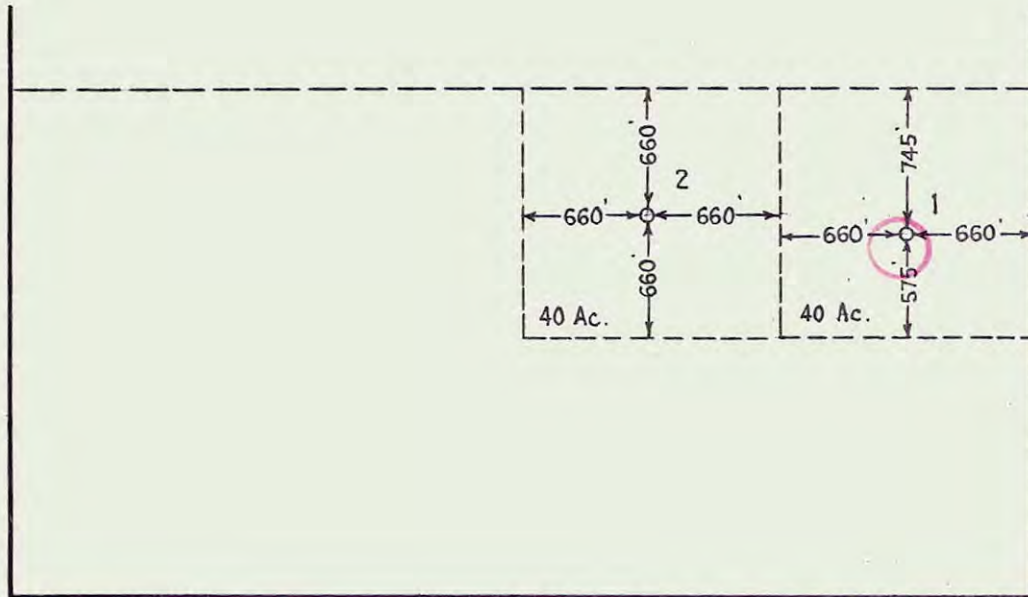
Title DIV. PRORATION ENGR.

Subscribed and sworn to before me this 20th day of FEB, 19 1959.

Correspondence regarding this well should be addressed to:

Notary Public J. B. BELEW County, Texas.Name D. B. COURVILLEAddress P. O. BOX 1290, FORT WORTH, TEXAS

RECEIVED
FEB 28 1959
General Land Office



I, B. W. Miner, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's _____
A. T. Randolph et al -State _____ lease
lying in the Sabre (Delaware)
_____ field Reeves County,
Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: FEB 20 1959
ACRES SHOWN: 320 more or less
TOTAL ACRES IN LEASE: 320 more or less
SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

45 /
#

M. F. 40133

APPLICATION TO DRILL *& Plat*

WELL # 1

FILED FEB 22 1959

BILL ALLEN

H2

COMMISSIONER

CLERK

Please refer to File No.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form 1

RECEIVED

MAY - 7 1959

General Land Office

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK Drill

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

READ CAREFULLY AND
COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.... 1980feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease. 1320feet.

Date..... May 2 1959....

Name of company or operator

Gulf Oil Corporation

Address..... P. O. Drawer 1290

City..... Fort Worth 1, Texas

Description of farm or lease:

Name of Lessee..... A. T. Randolph et. al-State #13724

Number of Acres..... 320 Well No..... 3

Number of wells on lease..... 3

Survey..... T&P RR

Elevation..... Later Feet
(ABOVE SEA LEVEL)

Section No..... 34 Block No..... 57, T-2

Located in..... Sabre (Delaware.) Field

(If Wildcat state above)

..... Reeves County

..... 3 1/2 Miles..... SE direction from

..... Orla nearest postoffice or town.

Rotary or Cable Tools..... Rotary

Date work will start drilling..... When permit rec'd

Depth to which you propose to drill..... 3400feet.

Date work will start deepening..... ..

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name..... ..

Address..... ..

LOCATED: 1980' from the South and West lines of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

98.

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

ALLAR CO.

NORTH

TXL

AGNES BECKHAM

TXL

Lse. Gulf "CB"
(NCT-A)

Lse. Sabre Drlg. & Four States
(Gulf) "A"

Lse. Sinclair
O&G

Sec. 28

Sec. 27

Sec. 26

Sec. 33

Sec. 35

TXL

A. T. RANDOLPH ET AL-STATE

TXL

Lse. Argo Oil Corp.

Lse. Continental
(Sec. 35)
"A"

WEST

EAST

1980'

1320'

3

2

1980'

GULF OIL CORPORATION'S—A. T.
RANDOLPH ET AL-STATE LEASE, #13724,
S/2 OF SECTION 34, BLOCK 57, T-2,
T&P RR SURVEY; 320 AC. MORE OR
LESS.

Sec. 40

Sec. 39

Sec. 38

A. T. RANDOLPH

TXL

TXL

G. A. WYNN ET AL

Lse. Sabre Drlg.
Co.

Lse. Del. Basin
"C"

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

SOUTH

Scale of Plat. 1" = 1000'

J. D. WALKER

I, J. D. WALKER, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name

Title DIV. PRORATION ENGR.

Subscribed and sworn to before me this

6th

day of

May

19 59

J. B. BELEW

Correspondence regarding this well should be addressed to:

Notary Public

Tarrant

County, Texas.

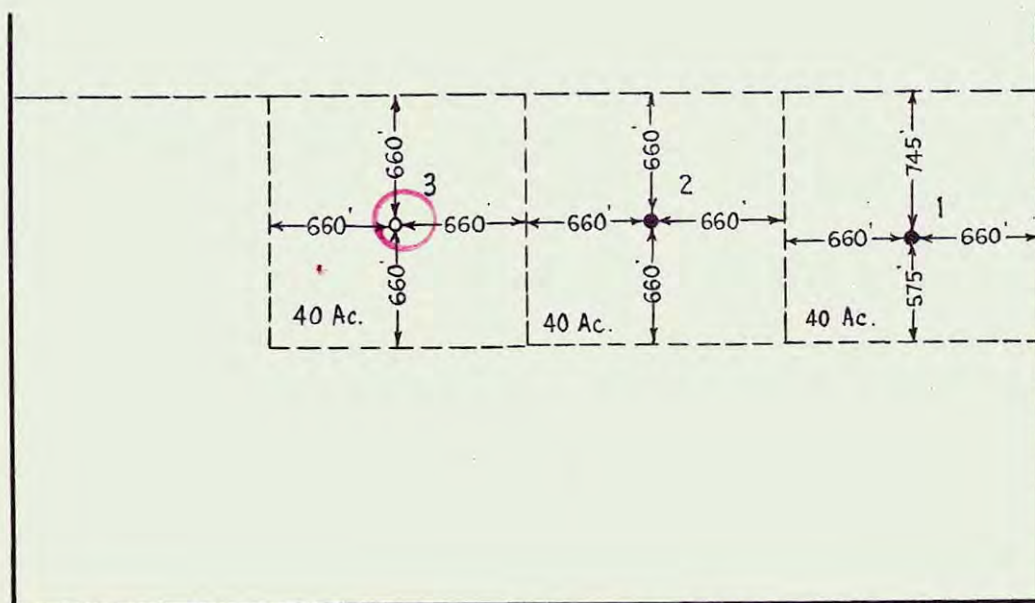
Name

Mr. D. B. Courville

Address

P. O. Box 1290, Fort Worth, Texas

RECEIVED
MAY -7 1959
General Land Office



I, B. W. Miner, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's

A. T. Randolph et al -State #13724 lease
lying in the Sabre (Delaware)
field Reeves County,
Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: MAY 6 1959
ACRES SHOWN: 320 more or less
TOTAL ACRES IN LEASE: 320 more or less
SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

2

~~18~~

40133

M. V. ~~ADDITIONAL~~ 8 Plat

3

FILED MAY 7 1959

VS

CLERK

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

40133

Form 2

Well Record

File No.

Operator Gulf Oil Corporation Address P.O. Box 1290, Fort Worth, Texas

County Reeves Survey T&P RR Block No. 57, T-2 Sec. No. 34

Lease Name A. T. Randolph et al - State Well No. 1 Elevation 3032' Gr.
(Above Sea Level)

Name of Field in which well is located Sabre (Delaware)

Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil Corporation

Is this a NEW WELL? Yes DEEPENING? - or a WORK-OVER? -

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Work Over) Commenced March 30, 59 (Drilling) Completed April 8, 59
(Drilling) (Work Over) (Drilling)

Correspondence regarding this well should be sent to: Name H. M. Bayer Address P. O. Box 1290 Fort Worth, Texas

Has an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	614	0			614	0	Ont'd @ 637' w/400 sacks;
							circulated
5-1/2"	3103	0			3103	0	Ont'd @ 3115' w/300 sacks;
							Temperature Survey indicates top of cement outside casing @ 1800'
2-3/8"	3019	0			3019	0	

Initial Production of Gas—Volume 107 MCF Casing - 200
24 hrs. Pressure 470.96 lbs. per square inch
Initial Production of Oil: Barrels Flowed (an estimated) 470.96 barrels oil, 125.20 barrels water,
thru 2-3/8" tubing in 24 hours.

Initial Production of Distillate: Barrels -

Is this an OIL well? Yes a GAS well? - or a Dry HOLE? -

DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located 1895' from the South line
and 660' from the East line of
Section 34, Block 57, T-2, T&P RR
Survey, Reeves County, Texas

WEST

EAST

RECEIVED

SEP 30 1959

General Land Office

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

W. F. 40133
WELL RECORD
WELL # 1
FILED
SEP 30 1959
HIS
HIS
COLUMBIA

Ward Notary Public
County, Texas.

COPY

RECEIVED

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm 2
Well Record

SEP 26 1933

File No.

Operator Gulf Oil Corporation Address Box 1290, Fort Worth, Texas. General Land OfficeCounty Reeves Survey T&P RR Block No. 57 T-2 Sec. No. 34Lease Name A. T. Randolph et al-State Well No. 2 Elevation 2975'
(Above Sea Level)Name of Field in which well is located Sabre (Delaware)Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil CorporationIs this a NEW WELL? Yes DEEPENING? or a WORK-OVER?

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

Work-Over (Drilling) Commenced 4-9, 19 59 (Work-Over (Drilling)) Completed 4-19, 19 59Correspondence regarding this well should be sent to: Name H. M. Bayer Address P. O. Box 1290 Fort Worth, TexasHas an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	608	0			608	0	Cmtd. @ 621' w/400 Sks.-Circ.
5 1/2"	3008	0			3008	0	Cmt. @ 3020' w/300 Sks
	Temperature survey indicates top of cement outside Casing at 1830'						
2-3/8"	2933	0			2993	0	

Initial Production of Gas—Volume 252 MCF 24 hrs. Pressure Csg - 300
Tbg - 400 lbs. per square inch
Initial Production of Oil: Barrels Flowed (Emtd.) 604.44 bbls oil & 201.48 bbls water thru
2-3/8" tubing in 24 hours.

Initial Production of Distillate: Barrels

Is this an OIL well? Yes, a GAS well? -, or a Dry HOLE? -DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located 1980' from South & East lines ofSection 34, Block 57, T-2, T&P RR Survey,Reeves County, Texas

WEST

EAST

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

FILED
SEP 24 1968
WELL RECORD
WELL # 2
40133
COOKSON, PAUL
G. PRO

Ward _____ Notary Public
County, Texas.

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Form 2
Well Record

File No.

Operator **Gulf Oil Corporation** Address **P.O. Box 1290, Fort Worth, Texas**

County **Reeves** Survey **T&P RR** Block No. **57, T-2** Sec. No. **34**

Lease Name **A. T. Randolph et al - State** Well No. **3** Elevation **2980' Gr.**
Lease No. 13724 (Above Sea Level)

Name of Field in which well is located **Sabre (Delaware)**

Form 1 (Notice of Intention to Drill) Was Filed in Name of **Gulf Oil Corporation**

Is this a NEW WELL? **Yes** DEEPENING? **-** or a WORK-OVER? **-**

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Work Over) Commenced **June 11**, 19 **59** (Drilling) Completed **June 20**, 19 **59**
(Drilling)

Correspondence regarding this well should be sent to: Name **H. M. Bayer** Address **P. O. Box 1290 Fort Worth, Texas**

Has an allowable been assigned to this well? **No**

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	621	0			621	0	Cmt'd @ 635' w/400 sacks; circulated
5-1/2"	2957	0			2957	0	
Temperature Survey indicates top of cement outside casing @ 1068'							
2-3/8"	2932	0			2932	0	Cmt'd @ 2970' w/300 sacks;

Initial Production of Gas—Volume **379** MCF Casing - **300**
24 hrs. Pressure **Tubing - 375** lbs. per square inch

Initial Production of Oil: Barrels **Flowed (an estimated) 602.80 barrels oil, 258.32 barrels water,**
thru 2-3/8" tubing in 24 Hours.

Initial Production of Distillate: Barrels **-**

Is this an OIL well? **Yes**, a GAS well? **-**, or a Dry HOLE? **-**

DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located 1980' from the South and West

lines of Section 34, Block 57, T-2,

T&P RR Survey, Reeves County, Texas.

WEST

EAST

RECEIVED

SEP 26 1959

General Land Office

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

M.F. 40133
WELL # 3
WELL # 3
SEP 26 1959
FILED
Bill Brown
COLUMBIA
#15

Notary Public
County, Texas.

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

Form 1

RECEIVED

OCT - 3 1959

General Land Office

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....Drill.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

40133

READ CAREFULLY AND COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAN OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAN.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....660.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease. 1320..feet.

Date.....October 1,..... 1959....

Name of company or operator

Gulf Oil Corporation

Name.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease...A. T. Randolph et al-State #13724

Number of Acres.....320.....Well No....5.....

Number of wells on lease.....5.....

Survey...T&P RR.....

Elevation.....Later.....Feet
(ABOVE SEA LEVEL)

Section No....34.....Block No....57A T-2.

Located in....Sabre (Delaware).....Field

(If Wildcat state above)

Reeves.....County

3 1/2 Miles...S. E....direction from

Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work will start drilling. When permit rec'd.

Depth to which you propose to drill..3400....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....

Address.....

LOCATED: 660' from the South line and 1980' from the East line of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

ALLAR CO.

NORTH

TXL

TXL

AGNES BECKHAM

Lse. Gulf "CB"
(NCT-A)Lse. Sabre Drlg.
& Four States
Gulf "A"

Lse. Sinclair O&G

Sec. 28

Sec. 27

Sec. 26

Sec. 33

Sec. 35

TXL

A. T. RANDOLPH ET AL-STATE

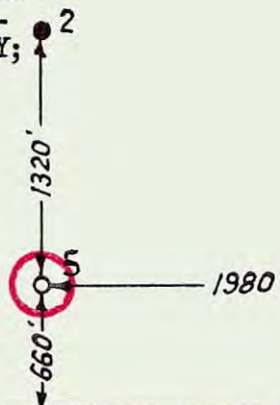
TXL

Lse. Argo Oil Corp.

Lse. Continental
(Sec. 35) "A"

WEST

EAST

GULF OIL CORPORATION'S—A. T. RANDOLPH
ET AL-STATE LEASE #13724, S/2 OF SEC-
TION 34, BLOCK 57, T-2, T&P RR SURVEY;
320 AC. MORE OR LESS.

Sec. 40

Sec. 39

Sec. 38

A. T. RANDOLPH

TXL

TXL

G. A. WYNN ET AL

Lse. Sabre Drlg.
Co.

Lse. Del. Basin "C"

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

SOUTH

Scale of Plat. 1"=1000'

I, _____, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

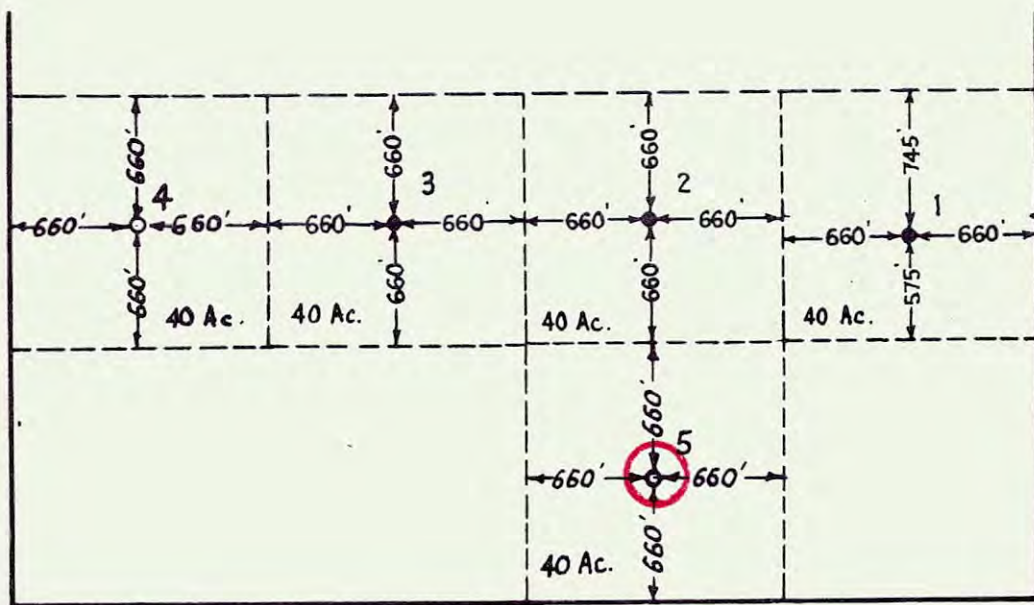
Name _____, Title _____

Subscribed and sworn to before me this _____ day of OCT 2 1959, 19_____

Correspondence regarding this well should be addressed to: _____

Notary Public _____ County, Texas.

Name _____ Address _____



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's A. T. Randolph et al - State #13724 lease lying in the Sabre (Delaware) field Reeves County, Texas, together with units thereon designated.

J. C. Zant

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: OCT 1 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

RECEIVED

OCT - 3 1959

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK....Drill.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

General Land Office

35814

READ CAREFULLY AND COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH ON BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line....330.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.../.....feet.
(Only well on lease)

Date.....October 1,..... 1959....

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease....B. H. Grube State.....

Number of Acres.....120.....Well No.....1.....

Number of wells on lease.....1.....

Survey...T&P RR.....

Elevation.....Later.....Feet
(ABOVE SEA LEVEL)

Section No....16.....Block No. 54, T-1....

Located in....El Mar (Delaware).....Field

(If Wildcat state above)

.....Loving.....County

.....18.....Miles.....N.....direction from

.....Mentone.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work will start drilling...When permit rec'd.

Depth to which you propose to drill...5000....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....

Address.....

LOCATED: 2310' from the South line and 330' from the East line of Section 16, Block 54, T-1, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

D

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

STATE ET AL

NORTH

HAYES SIEBER

Lse. Humble

Sec. 8

Sec. 9

Sec. 10

Sec. 17

Sec. 16

Sec. 15



Lse. Union Prod. Co.

GULF OIL CORPORATION'S—B. H. GRUBE—STATE
LEASE; N/2 of SE/4 AND SW/4 OF SE/4 OF
SECTION 16, BLOCK 54, T-1, T&P RR SURVEY—
120 AC. MORE OR LESS.

Lse. The TXL Corp.
(Loving) "H"

WEST

TXL

Lse. M. Stone

(Only well on lease)

EAST

TXL

Lse. Gulf "BA"

Lse. Gulf "AZ"

Lse.
M. Stone

B. H. GRUBE
STATE

Sec. 20

Sec. 21

Sec. 22

REX OIL CO. ET AL
Lse.
Amer. Tr. & Prod.

TXL

S. M. KYLE
Lse. Gulf "A"

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

SOUTH

Scale of Plat. 1"=1000'

I, _____, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name _____, Title _____

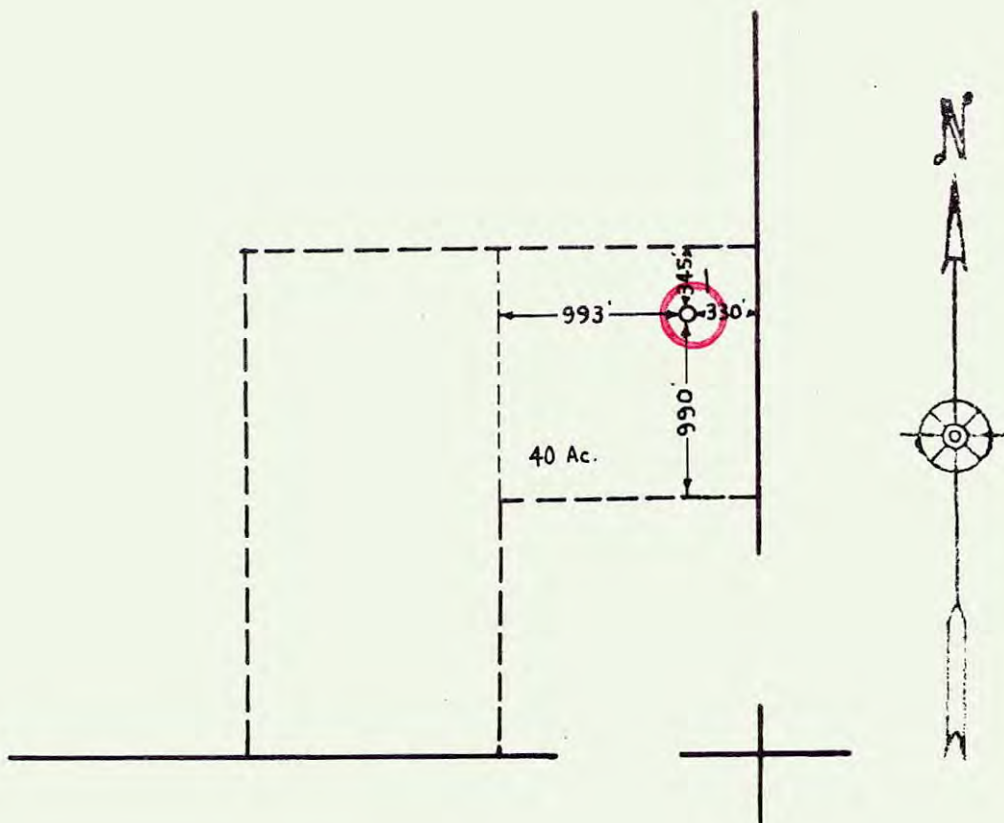
Subscribed and sworn to before me this _____ day of _____, 19____

Correspondence regarding this well should be addressed to: _____

Notary Public _____ County, Texas.

Name _____ Address _____

RECEIVED
OCT - 3 1959
General Land Office



I, J. C. Zant, certify that the attached plat,
in my opinion, correctly depicts that part of
the Gulf Oil Corporation's _____
B. H. Grube-State _____

_____ lease
lying in the _____ El Mar (Delaware)
_____ field _____ Loving County,
Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
N/2 of SE/4 and SW/4 of SE/4 of Section 16,
Block 54, T-1, T&P RR Survey.

DATE PLAT DRAWN: OCT 1 1959
ACRES SHOWN: 120 more or less
TOTAL ACRES IN LEASE: 120 more or less
SCALE APPROXIMATELY: 1"-1000'

35814
CS
J. C. Zant

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

9

2 Plats & 40133
APPLICATION TO DRILL
5
FILED OCT. 3 1959
DRM. ALLCORN
#5
CLERK

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm 2
Well Record

File No. _____

Operator Gulf Oil Corporation Address P.O. Box 1290, Fort Worth, Texas

County Reeves Survey T&P RR Block No. 57, T-2 Sec. No. 34

Lease Name A. T. Randolph et al - State Well No. 4 Elevation 2994' Gr.
(Above Sea Level)

Lease No. 13724

Name of Field in which well is located Sabre (Delaware)

Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil Corporation

Is this a NEW WELL? Yes DEEPENING? - or a WORK-OVER? -

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Work-over) Commenced September 11, 1959 (Drilling) Completed September 20, 1959

Correspondence regarding this well should be sent to: Name H. M. Bayer Address P. O. Box 1290 Fort Worth, Texas

Has an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	608	0			608	0	Cmt'd @ 623' w/400 sacks; circulated
4-1/2"	2917	0			2917	0	Cmt'd @ 2960' w/690 sacks; circulated
2-3/8"	2917	0			2917	0	

Initial Production of Gas—Volume 22.8 MCF Casing - 540
24 hrs. Pressure 290 lbs. per square inch

Flowed 104.95 barrels oil, no water, thru 2-3/8" tubing
Initial Production of Oil: Barrels in 24 hours.

Initial Production of Distillate: Barrels -

Is this an OIL well? Yes, a GAS well? -, or a Dry HOLE? -

DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located 1980' from the South line

and 660' from the West line of Section

34, Block 57, T-2, T&P RR Survey,

Reeves County, Texas

RECEIVED
OCT - 8 1959

General Land Office

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

FORMATION RECORD
Show All Formations, Especially All Sands and Character and Contents Thereof

Method of shutting off water.....Casing.....Is water completely shut off?.....Yes
Amount of water with oil.....None.....per cent.....
I, E. W. Lepley
being first duly sworn on oath state that I have knowledge of the facts and matter herein set forth and that the same are true
and correct.

Representative of Company.

Notary Public

M. F. 40133

WELL RECORDED

WELL # 4

FILED

OCT 8 1959

Bill Alhorn

COMMISSIONER

CLERK

RECEIVED 40133

Please refer to File No.....

RAILROAD COMMISSION OF TEXAS OCT 15 1959

Form 1

OIL AND GAS DIVISION

General Land Office Revised Form 1
Corrected Location

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED



READ CAREFULLY AND
COMPLY FULLY



In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....660.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease..1320..feet.

Date.....October 12,..... 1959....

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease.....A. T. Randolph et al-State #13724.....

Number of Acres.....320.....Well No.....3.....

Number of wells on lease.....5.....

Survey.....T&P RR.....

Elevation.....Later.....Feet
(ABOVE SEA LEVEL)

Section No....34.....Block No. 57, T-2.....

Located in.....Sabre (Delaware).....Field

(If Wildcat state above)

.....Reeves.....County

.....3 1/2.....Miles..S.E.....direction from

.....Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work ~~started~~ ^{drilled}.....6-11-59.....

Depth to which you ~~drilled~~ ^{drilled}.....2970.....feet.

Date work will start deepening.....-

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....-

Address.....-

LOCATED: 1980' from the South line and 1455' from the West line of Section 34, Block 57, T-2, T&P RR Survey.

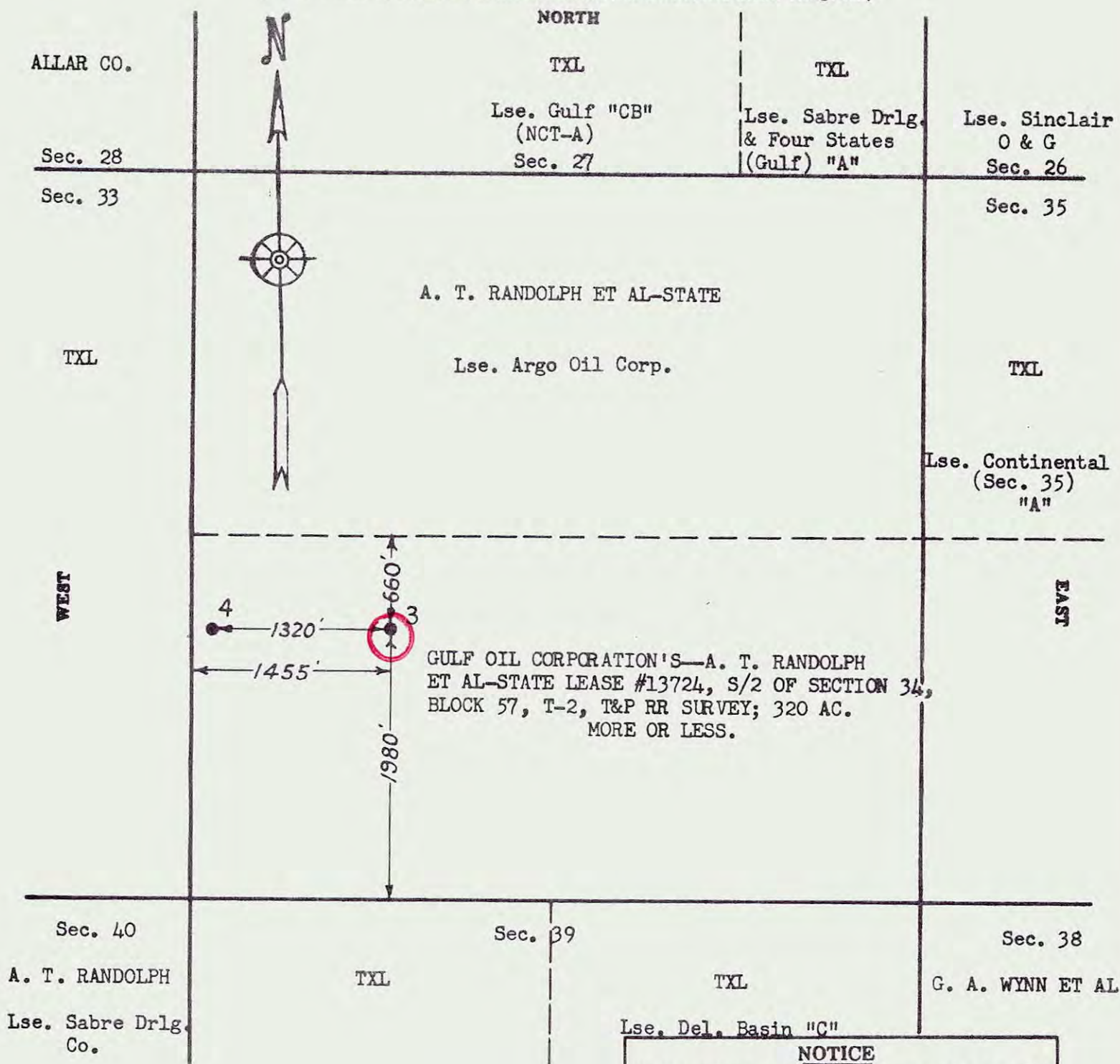
NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

This well was originally approved 5-8-59 at 1980' from the South and West lines of Section 34, Block 57, T-2, T&P RR Survey and was completed as a producer 7-1-59. A subsequent examination of the lease locations proved that a surveying error was made when this well was staked. Request is now submitted for approval of the location, as shown above.

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)



NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat 1"=1000'

SOUTH

I, _____, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name _____, Title _____

Subscribed and sworn to before me this _____ day of SEP. 14, 1950, 19____

Correspondence regarding this well should be addressed to: _____

Notary Public _____ County, Texas.

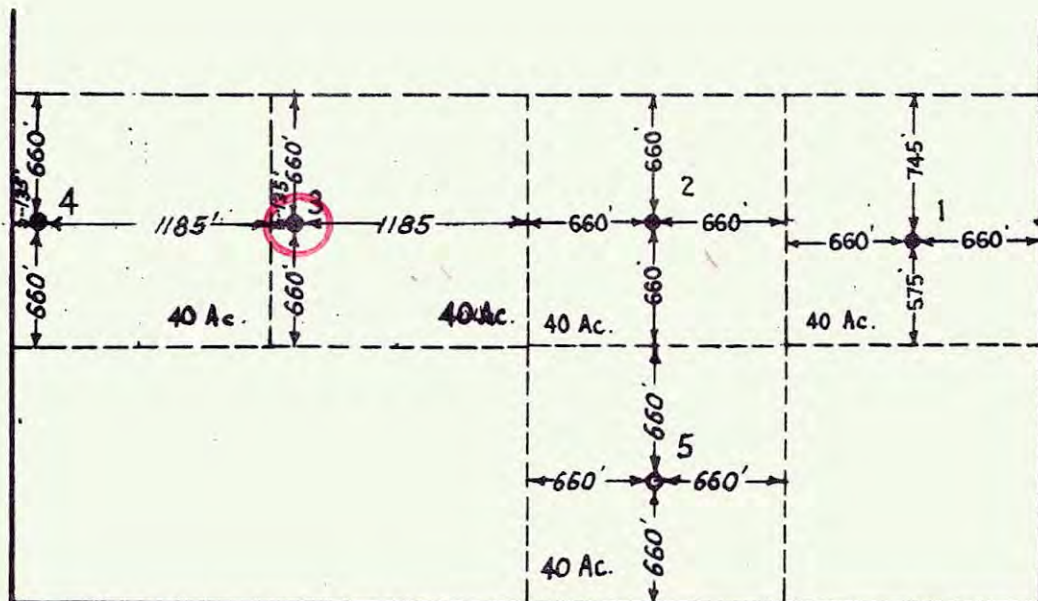
Name _____ Address _____

40133

RECEIVED

OCT 15 1959

General Land Office



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's _____
A. T. Randolph et al - State #13724, lease
 lying in the Sabre (Delaware)
field Reeves County,
 Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: OCT 13 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

M. N. 40133
APPLICATION TO DRILL WELL # 3
and Plat

FILED OCT 15 1959
Edith A. Horn
#5
CLERK

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....Drill.....?

M-40133

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

READ CAREFULLY AND COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAN OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAN.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....660.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease...1420.....feet.

Date.....October 21,..... 1959....

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease..A. T. Randolph et. al- State #13724

Number of Acres.....320.....Well No.....6.....

Number of wells on lease.....6.....

Survey..T&P RR.....

Elevation.....Later.....Feet
(Above Sea Level)

Section No....34.....Block No..57, T-2....

Located in....Sabre (Delaware).....Field

(If Wildcat state above)

.....Reeves.....County

.....3.2.....Miles..S.E.....direction from

.....Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work will start drilling..When permit rec'd.

Depth to which you propose to drill..3400.....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....-

Address.....-

LOCATED: 660' from the South line and 1980' from the West line of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

RECEIVED

OCT 23 1959

General Land Office

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

NORTH

ALLAR CO.

TXL

TXL

Lse. Gulf "CB"
(NCT-A)
Sec. 27

Lse. Sabre Drlg.
& Four States
(Gulf) "A"

Lse. Sinclair
O & G
Sec. 26

Sec. 28

Sec. 33

Sec. 35

TXL

TXL

Lse. Continental
(Sec. 35)
"A"

WEST

EAST

GULF OIL CORPORATION'S—A. T. RANDOLPH
ET AL—STATE LEASE #13724, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC.
MORE OR LESS.



Sec. 40

Sec. 39

Sec. 38

A. T. RANDOLPH

TXL

TXL

G. A. WYNN ET AL

Lse. Sabre Drlg.
Co.

Lse. Del. Basin "C"

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat. 1"=1000'

SOUTH

I, _____, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name _____

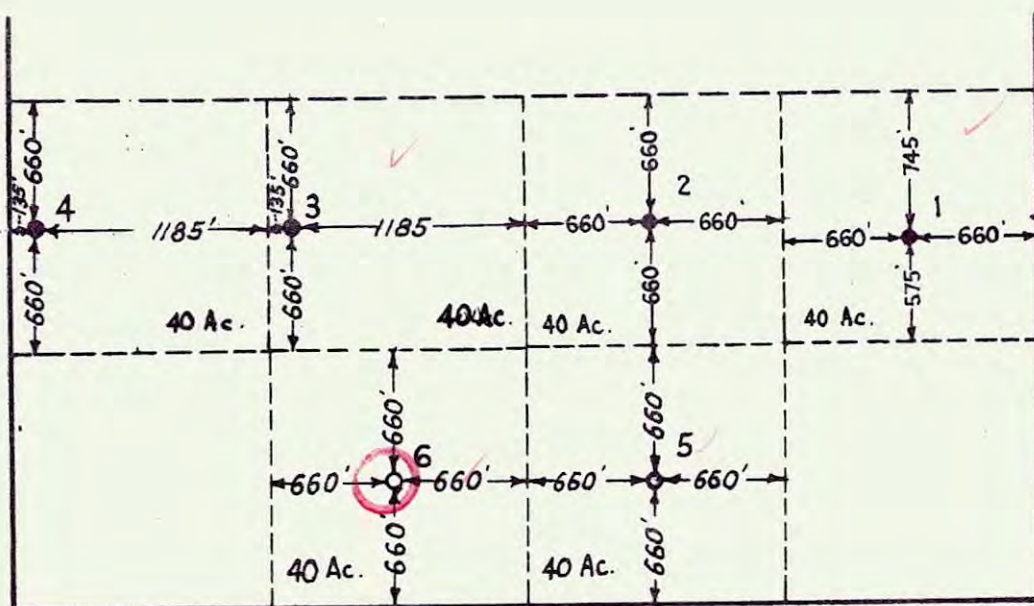
Title _____

Subscribed and sworn to before me this _____ day of OCT 22 1959, 19____.

Correspondence regarding this well should be addressed to: _____

Notary Public _____ County, Texas.

Name _____ Address _____



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's A. T. Randolph et al - State #13724 lease lying in the Sabre (Delaware) field Reeves County, Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: OCT 22 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

J. C. Zant

The designated units are in compliance with applicable rules of the Railroad Commission of Texas and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

RECEIVED

OCT 20 1959

General Land Office

14

M. E. 40133
APPLICANT To DRILL & Plat
Well # 6
FILED OCT 23 1959
Bill H.
HS

RECEIVED
OCT 23 1959
General Land Office

Please refer to File No.....

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

RECEIVED

NOV 10 1959

Form 1

General Land Office Revised Form 1
Corrected Location
Rule #37 Exception

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

**READ CAREFULLY AND
COMPLY FULLY**

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....135.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease..1320.feet.

Date.....October 12,.....19..59...

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease.....A. T. Randolph et al-State #13724.....

Number of Acres.....320.....Well No.....4.....

Number of wells on lease.....5.....

Survey.....T&P RR.....

Elevation.....Later.....Feet
(ABOVE SEA LEVEL)

Section No.....34.....Block No. 57, T-2.....

Located in.....Sabre (Delaware).....Field

(If Wildcat state above)

.....Reeves.....County

.....3. 1/2.....Miles.....S. E.....direction from

.....Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work started.....9-11-59.....

Depth to which you prepared to drill.....2960.....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....

Address.....

LOCATED: 1980' from the South line and 135' from the West line of Section 34, Block 57, T-2, T&P RR Survey.

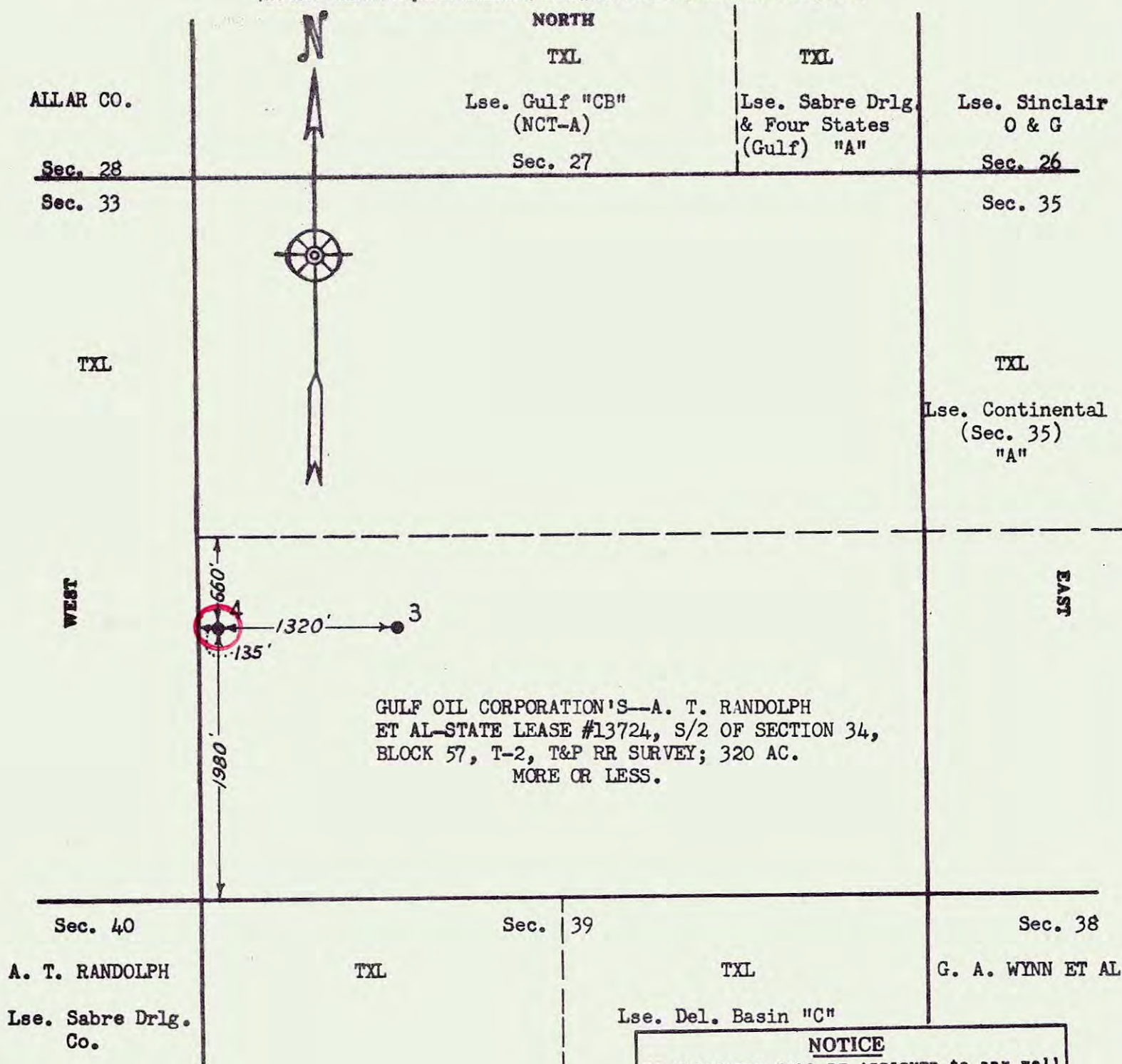
NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

This well was originally approved 8-7-59 at 1980' from the South line and 660' from the West line of Section 34, Block 57, T-2, T&P RR Survey and was completed as a producer 9-30-59. A subsequent examination of the lease locations proved that a surveying error was made when this well was staked. Request is now submitted for approval to produce the well at the location shown above.

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)



GULF OIL CORPORATION'S—A. T. RANDOLPH
ET AL—STATE LEASE #13724, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC.
MORE OR LESS.

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat 1"=1000'

I, J. D. WALKER, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name

Title DIV. PRORATION ENGR.

Subscribed and sworn to before me this 5th day of November, 19 59.

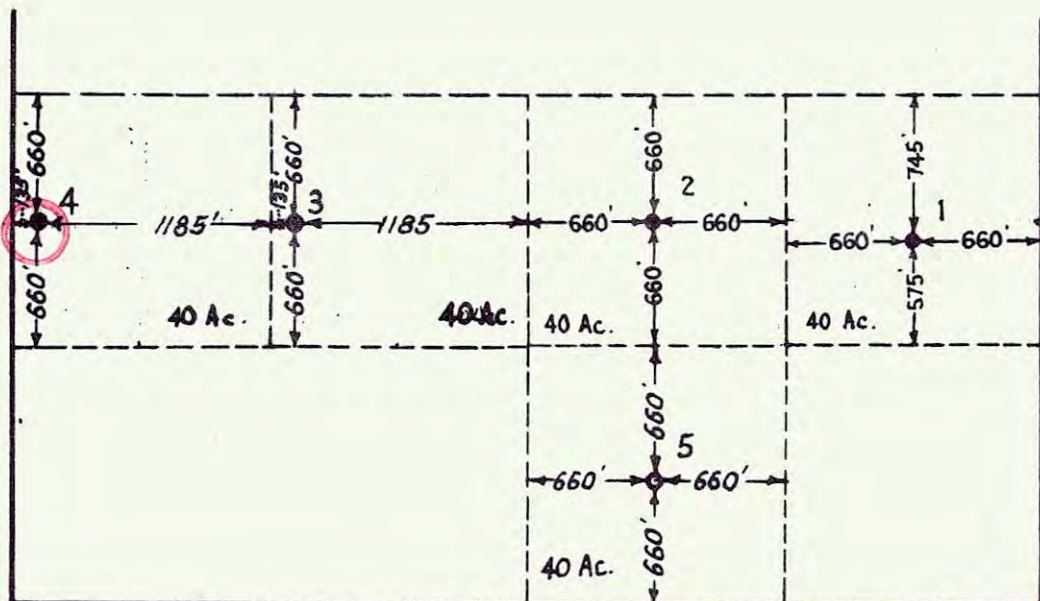
Correspondence regarding this well should be addressed to:

J. B. BELEW

Notary Public Tarrant County, Texas.

Name Mr. D. B. Courville

Address P. O. Box 1290, Fort Worth, Texas



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's A. T. Randolph et al - State #13724 lease lying in the Sabre (Delaware) field Reeves County, Texas, together with units thereon designated.

J. C. Zant

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey
 DATE PLAT DRAWN: OCT 13 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

15
M. F.

40/33

APPLICANT

+ Plat

4

FILED

NOV 10 1959

Bill Allhorn

9/3

CLERK

RECEIVED
NOV 10 1959
General Land Office

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

Form 1
 71-40133

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....Drill.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

120

READ CAREFULLY AND COMPLY FULLY

121

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAN OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....660.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.....1235.....feet.

Date.....November 3.....1959...

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease A. T. Randolph et al- State #13724

Number of Acres.....320.....Well No.....7.....

Number of wells on lease.....7.....

Survey.....T&P RR.....

Elevation.....Later.....Feet
(Above Sea Level)

Section No.....34.....Block No. 57, T-2.....

Located in.....Sabre (Delaware).....Field

(If Wildcat state above)

.....Reeves.....County

.....3 1/2.....Miles.....S.E.....direction from

.....Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work will start drilling.....When permit rec'd.....

Depth to which you propose to drill.....3400.....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....

Address.....

LOCATED: 660' from the South and East lines of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

RECEIVED

NOV - 17 1959

General Land Office

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

TXL

TXL

Lse. Gulf "CB" (NCT-A)

Lse. Sabre Drlg.
& Four States
(Gulf) "A"

Lse. Sinclair
O & G
Sec. 26

Sec. 28

Sec. 27

Sec. 33

Sec. 35

TXL.

TXL.

Lse. Continental
(Sec. 35)
NAW

GULF OIL CORPORATION'S—A. T. RANDOLPH
ET AL—STATE LEASE #13724, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC. MORE OR LESS.

155

MA 81

Sec. 40

Sec. 39

Sec. 38

A. T. RANDOLPH

TXL

TXL

G. A. WYNN ET AL.

Lse. Sabre Drlg.
Co.

Lse. Del. Basin "C"

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat. 1"-1000'

SOUTH

I, _____, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Name _____

Title _____

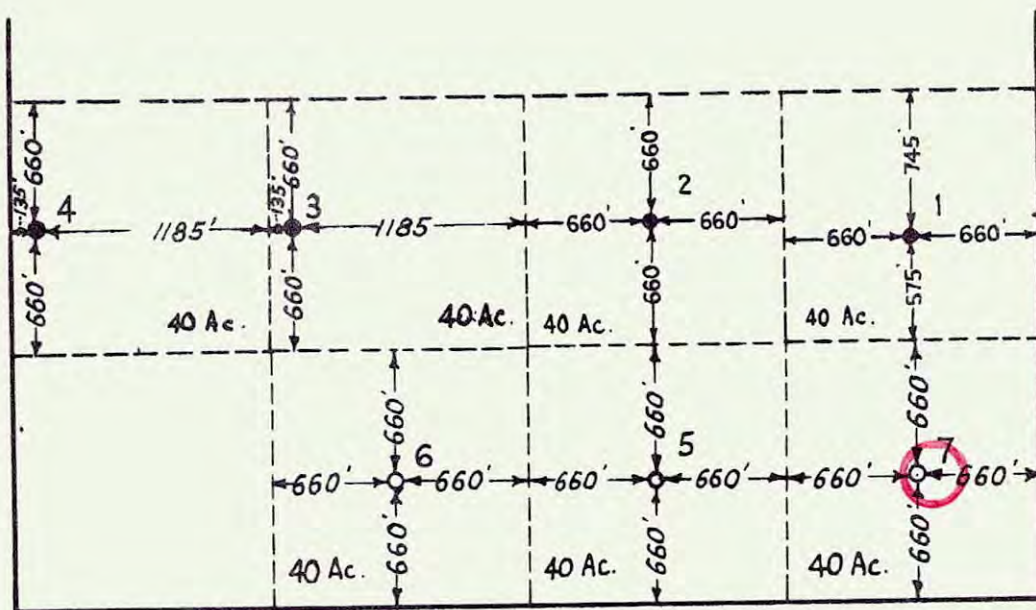
Subscribed and sworn to before me this 11 day of NOV 4 1959, 1959

Correspondence regarding this well should be addressed to:

Notary Public _____ County, Texas.

Name	Address

m-40133



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's A. T. Randolph et al -State #13724 lease lying in the Sabre (Delaware) field Reeves County, Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey
 DATE PLAT DRAWN: NOV 4 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

16

40133
M. F. APPLICATION TO DRILL + PIAT
WELL 7
FILED NOV 7 1959
BILL ADAMS
CLERK

RECEIVED
NOV - 7 1959
General Land Office

in m

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

40133 Form 1

APPLICATION TO DRILL, DEEPEN OR PLUG BACK

IS THIS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK.....Drill.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

READ CAREFULLY AND
COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....660.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease. 1320.....feet.

Date.....November 11..... 1959...

Name of company or operator

Name.....Gulf Oil Corporation.....

Address.....P. O. Box 1150.....

City.....Midland, Texas.....

Description of farm or lease:

Name of Lease.....A. T. Randolph et. al-State #13724

Number of Acres...320.....Well No....8.....

Number of wells on lease.....8.....

Survey...T & P RR.....

Elevation.....Later.....Feet
(ABOVE SEA LEVEL)

Section No.....34.....Block No. 57, T-2.....

Located in.....Sabre (Delaware).....Field

(If Wildcat state above)

.....Reeves.....County

.....3 1/2.....Miles...S. E....direction from

.....Orla.....nearest postoffice or town.

Rotary or Cable Tools.....Rotary.....

Date work will start drilling..When permit rec'd.

Depth to which you propose to drill..3400.....feet.

Date work will start deepening.....

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name.....

Address.....

LOCATED: 660' from the South and West lines of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

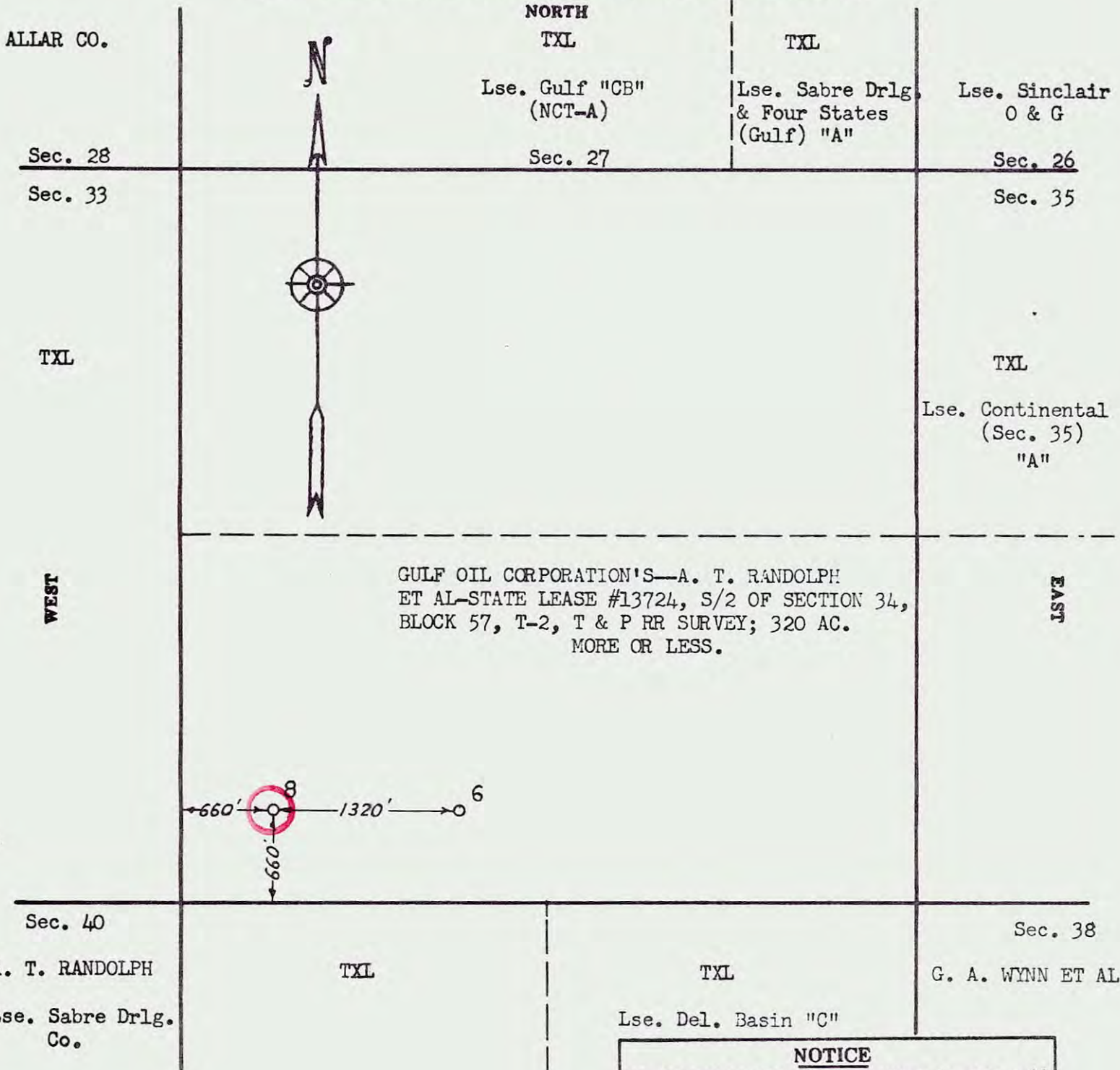
RECEIVED

NOV 13 1959

General Land Office

FILE No.

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)



NOTICE
NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat. 1"=1000'

I, T. M. Ocheltree, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

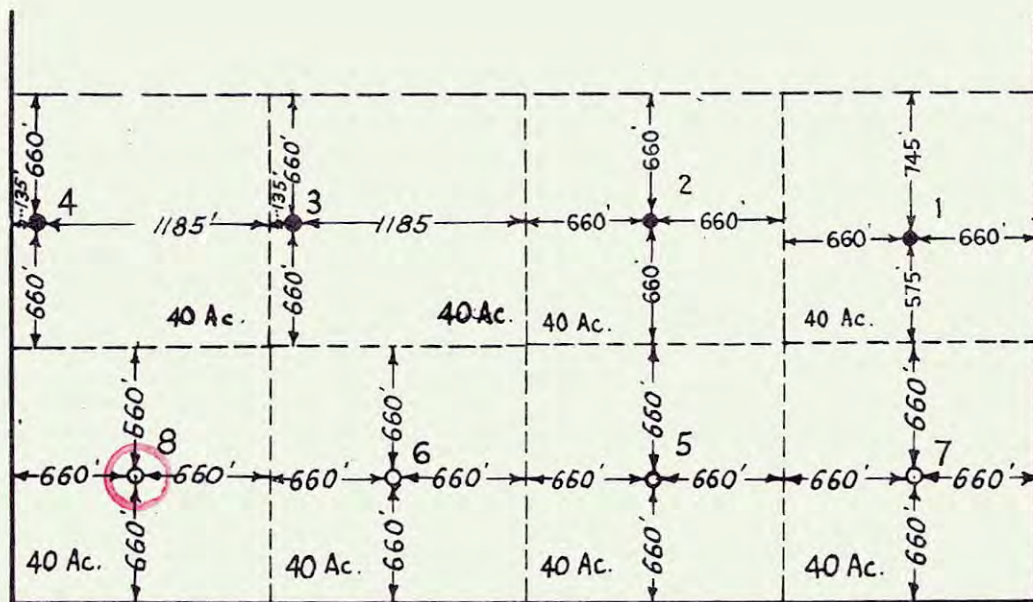
Name T. M. Ocheltree Title Dist. Prod. Egg.

Subscribed and sworn to before me this 11th day of November, 1959

Correspondence regarding this well should be addressed to: Pauline V. Redding

Name T. M. Ocheltree Address Notary Public, 1150, Midland, Texas County, Texas.

40133



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's _____

A. T. Randolph et al - State #13724 lease lying in the Sabre (Delaware) field Reeves County, Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

DATE PLAT DRAWN: NOV 17 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

J. C. Zant 6783

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

18

M. P. 40133
APPLICATION TO DRILL + Plat
8
FILED 13
DATE 13
XJ
CLERK

RECEIVED
NOV 13 1959
General Land Office

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm 2
Well Record

40133

File No. _____

Operator Gulf Oil Corporation Address P. O. Box 1290, Fort Worth, TexasCounty Reeves Survey T&P RR Block No. 57, T-2 Sec. No. 34Lease No. A.T. Randolph et al - State Well No. 5 Elevation 2977' GR
Lease No. 13724 (Above Sea Level)Name of Field in which well is located Sabre (Delaware)Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil CorporationIs this a NEW WELL? Yes DEEPENING? --- or a WORK-OVER? ---

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Wellbore) Commenced October 21, 1959 (Drilling) Completed October 31, 1959Correspondence regarding this well should be sent to: Name M. I. Taylor Address Box 669 Roswell, N.M.Has an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SEALS
	Fl.	In.	Fl.	In.	Fl.	In.	
8-5/8"	630	0			630	0	Cmtd @ 645' w/400 sx Cement Circulated.
5-1/2"	2987	0			2987	0	Cmtd @ 3000' w/675 sx Cement Circulated.
2-3/8"	2922	0			2922	0	

Initial Production of Gas—Volume 136 MCF Casing—710
24 hrs. Pressure Tubing—390 lbs. per square inchInitial Production of Oil: Barrels Flowed (Estimated) 340.16 bbls oil, 90.40 bbls wtr
thru 2-3/8" tubing in 24 hours.

Initial Production of Distillate: Barrels _____

Is this an OIL well? Yes, a GAS well? _____, or a Dry HOLE? _____DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located: 660' from the South line
and 1980' from the East
line of Section 34, Block
57, T-2, T&P RR Survey,
Reeves County, Texas.

RECEIVED

NOV 28 1959

General Land Office

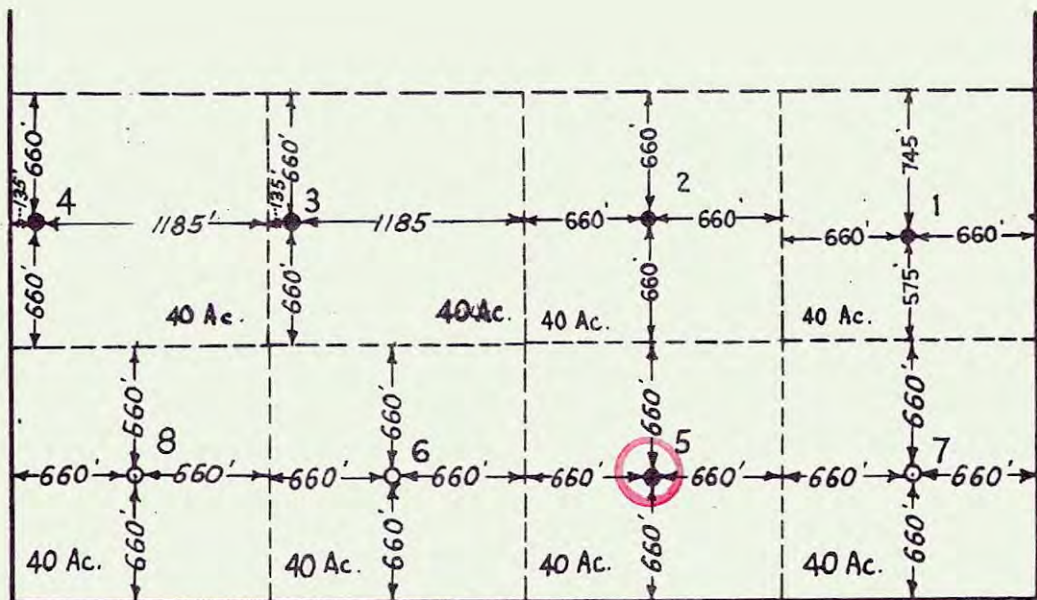
SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

General Land Office

Winkler _____ County, Texas



I, J. C. Zant, certify that the attached plat, in my opinion, correctly depicts that part of the Gulf Oil Corporation's _____
A. T. Randolph et al - State #13724 lease
 lying in the Sabre (Delaware)
field Reeves County,
 Texas, together with units thereon designated.

DESCRIPTION OF AREA SHOWN ON THE PLAT:
S/2 of Section 34, Block 57, T-2,
T&P RR Survey

 DATE PLAT DRAWN: NOV 23 1959
 ACRES SHOWN: 320 more or less
 TOTAL ACRES IN LEASE: 320 more or less
 SCALE APPROXIMATELY: 1" = 1000'

The designated units are in compliance with applicable rules of the Railroad Commission of Texas; and Gulf Oil Corporation, without waiving any of its other rights, reserves the right to rearrange or change said units and file with the Commission for approval amended plats, so long as the allocation of acreage by such plats is not inconsistent with the then existing field rules.

RECEIVED

NOV 28 1959

General Land Office

19

M. F. 40133

WELL RECORD

+ Sketch

5

FILED

NOV 28 1959

10

Bill Adams

COMMISSIONER

HS

CLERK

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

Form 2 40133
Well Record

File No.

Operator Gulf Oil Corporation Address P.O. Box 1292, Fort Worth, Texas

County Reeves Survey T&P NE Block No. 57, T-2 Sec. No. 34

Lease Name A. F. Randolph et al - state Well No. 6 Elevation 2987' M
(Above Sea Level)

Lease No. 13724
Name of Field in which well is located Sabre (Delaware)

Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil Corporation

Is this a NEW WELL? Yes DEEPENING? - or a WORK-OVER? -

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

DEC 19 1959

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed. *General Land Office*

(Work-Over) Commenced November 2, 59 (Work-Over) Completed November 13, 59
(Drilling) (Drilling)

Correspondence regarding this well should be sent to: Name M. I. Taylor Address Box 609, Roswell, N. M.

Has an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
<u>8-1/8"</u>	<u>600</u>	<u>0</u>			<u>600</u>	<u>0</u>	<u>Intd & 615'w/400 ex</u>
							<u>Circulated.</u>
<u>5-1/2"</u>	<u>2977</u>	<u>0</u>			<u>2977</u>	<u>0</u>	<u>Intd & 2970'w/650 ex</u>
							<u>Circulated.</u>
<u>2-3/8"</u>	<u>2929</u>	<u>0</u>			<u>2929</u>	<u>0</u>	

Initial Production of Gas—Volume 4 MCF 24 hrs. Pressure 60g - 10 lbs. per square inch
Thg - 10

Initial Production of Oil: Barrels Pumped 24.84 bbls oil, 27.60 bbls wtr thru 2-3/8"
Tubing in 24 hours.

Initial Production of Distillate: Barrels

Is this an OIL well? Yes, a GAS well?, or a Dry HOLE?

DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located: 660' from the South line
and 1980' from the West line of
Section 34, Block 57, T-2, T&P NE
Survey, Reeves County, Texas.

WEST

EAST

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

M.F. 40133
WELL 6
DEC 19 1957
FILED
KTS
CHEN

Casing & Cement
 37.00 Uds
 R. M. Gerner

R. M. Gardner
Representative

14th day of December

day of _____
C. M. Patterson
 C. M. Patterson
 Wickler

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

Form 2 **40133**
Well Record

File No.

Operator **Gulf Oil Corporation** Address **P. O. Box 1290
Fort Worth, Texas**

County **Reeves** Survey **TAP RR** Block No. **57, T-2** Sec. No. **34**

Lease Name **A. T. Randolph et al- State** Well No. **7** Elevation **2067' ON**
Lease No. 13724 (Above Sea Level)

Name of Field in which well is located **Sabre (Delaware)**

Form 1 (Notice of Intention to Drill) Was Filed in Name of **Gulf Oil Corporation**

Is this a NEW WELL? **Yes** DEEPENING? or a WORK-OVER?

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Work-Over) Commenced **November 14, 1959** (Work-Over) Completed **November 22, 1959**
(Drilling) (Drilling)

Correspondence regarding this well should be sent to: Name **M. I. Taylor** Address **Box 607
Roswell, N. M.**

Has an allowable been assigned to this well? **No**

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	646	0			646	0	Cutd @ 661' w/400 BK Circulated.
7-1/2"	3047	0			3047	0	Cutd @ 3060' w/675 BK Circulated
6-3/8"	2968	0			2968	0	

Initial Production of Gas—Volume **132** MCF 24 hrs. Pressure **180** lbs. per square inch

Initial Production of Oil: Barrels **Flowed (Estimated) 309.12 oil, 198.72 wtr, thru
2-3/8" tubing in 24 hours.**

Initial Production of Distillate: Barrels

Is this an OIL well? **Yes**, a GAS well?, or a Dry HOLE?

DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located: 660' from the south line

and 660' from the East line of

Section 34, Block 57, T-2, TAP RR

Survey, Reeves County, Texas.

WEST

EAST

DEC 19 1959

General Land Office

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

40133

MAF

DEC 19 1959

7

Ad

CLERK

Testing a Cement
190.72 lbs

.....

参考文献

R. M. Gardner
Representative of Co.

.....
ny:

_____, 19____
A. M. Patterson A. M. Patterson
 Notary Public

Application to Drill,
Deepen or Plug Back.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

RECEIVED

MAY 23 1960

General Land Office

Form 1

Rev. 4/20/59

M-40133

STATE WHETHER THIS IS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK Drill
SHALL BE FILED IN DUPLICATE (IN TRIPPLICATE IF RULE 37) WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED
DATA FURNISHED ON THIS FORM AND ANY ATTACHMENT HERETO MUST BE CLEARLY LEGIBLE,
ANY ILLEGIBLE FORM WILL BE RETURNED WITHOUT COMMISSION ACTION.
(Black Ink or Black Typewriter Ribbon Preferable)

READ CAREFULLY AND
COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line 660 feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease 1320 feet.

Date May 20, 1960

Name of company or operator

Name Gulf Oil Corporation

Address P. O. Box 766

City Kermit, Texas

Description of farm or lease:

Name of Lease A. T. Randolph et al-state #13724

Number of Acres 320 Well No. 8

Number of wells on lease 8

Elevation Later Section No. 34 Block No. 57, T-2
(Ft. above sea level)

Survey T&P RR

Zone or Reservoir Delaware Sand

To be Located in Sabre (Delaware) Field

(If Wildcat state above, also state Distance and Direction from nearest Survey Lines.)

Reeves County

3 1/2 Miles SE direction from

Orla nearest post office or town.

Rotary or Cable Tools Rotary

Date work will start drilling When permit rec'd.

Depth to which you propose to drill 3200 feet.

Date work will start deepening -

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name -

Address -

LOCATED: 660' from the south line and 660' from the west line of Section 34, Block 57, T-2, T&P RR Survey.

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary

Notes: This location was cancelled by letter to Railroad Commission dated December 17, 1959. Request is now resubmitted to drill this location.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are
given in clearly legible print. Black printing preferable.)

NORTH

ALLAR CO.

N

TXL

Lse. Gulf "CB"
(NCT-A)

TXL

Lse. Sabre Drilg
& Four States
(Gulf) "A"

Lse. Sinclair
O & G

Sec. 28

Sec. 27

Sec. 26

Sec. 33

Sec. 35

TXL

TXL

Lse. Cont'l.
(Sec. 35)
"A"

WEST

GULF OIL CORPORATION'S--A. T. RANDOLPH
ET AL-STATE LEASE #13724, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC.
MORE OR LESS.

EAST

660' 8 1320' 6
660' 8

Sec. 40

TXL

TXL

Sec. 38

A. T. RANDOLPH

Lse. Sabre Drilg.
Co.

G. A. WYNN
ET AL

Scale of Plat

1" = 1000'

SOUTH

I, J. L. Pike, being first duly sworn on oath, state that I have knowledge of the facts and
matter herein set forth and that the same are true and correct.

Name

20th

day of

19

Subscribed and sworn to before me this

ORIGINAL SIGNED BY

J. L. PIKE

Area Production Manager

Winkler

Notary Public

County, Texas

Correspondence regarding this well should be addressed to:

Name

Address

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does
not have sufficient surface casing to protect all fresh water
sands. Where Commission rules do not specify surface casing
requirements, it will be necessary to contact Board of Water
Engineers, Austin, Texas, to ascertain the depth to which
fresh water sands must be protected.

DIVISION OF LANDS

Gene State

Drill

L. DEEPEN OR PLUG BACK
DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED
MENT HERETO MUST BE CLEARLY LEGIBLE,
ED WITHOUT COMMISSION ACTION.
Fibbort Preferable)

ON L.R.A. 8

Date May 20, 19 60

Name of company or operator

Name Gulf Oil Corporation

Address P. O. Box 766

City Kermit, Texas

Description of farm or lease:

Name of Lease A. T. Randolph et al-State #13724

Number of Acres 320 Well No. 8

Number of wells on lease 8

Elevation Later Section No. 34 Block No. 57, T-2
(Ft. above sea level)

Survey T&P RR

Zone or Reservoir Delaware Sand

To be Located in Sabre (Delaware) Field

If Wildcat state above, also state Distance and Direction from
nearest Survey Lines.)

County Reeves

3 1/2 Miles SE direction from

Orla nearest post office or town.

Rotary or Cable Tools Rotary

Date work will start drilling When permit rec'd.

Depth to which you propose to drill 3200 feet.

Date work will start deepening -

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED,
FROM WHOM PURCHASED?

Name -

Address -

Lse. Gulf "CB"
(NCT-A)
Sec. 28
Sec. 33
Sec. 27

Lse. Sabre Drilg
& Four States
(Gulf) "A"
Sec. 26
Sec. 35

Lse. Sinclair
O & G
TXL
Lse. Cont'l.
(Sec. 35)
"A"

GULF OIL CORPORATION'S--A. T. RANDOLPH
ET AL-STATE LEASE #13724, S/2 OF SECTION 34,
BLOCK 57, T-2, T&P RR SURVEY; 320 AC.
MORE OR LESS.

M-40133



Sec. 40

A. T. RANDOLPH

TXL

Sec. 38

INSPECTOR'S WELL STATUS REPORT

OPERATOR GULF OIL CORPORATION

LEASE A.T.RANDOLPH ET -STATE

WELL NO. 8 FIELD SABRI DELAWARE

COUNTY REEVES

SPUD DATE 6-10-60 DRILLING DEPTH 1370 FEET

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE	PERFS
12/1/50	100
12/1/51	100
12/1/52	100
12/1/53	100
12/1/54	100
12/1/55	100
12/1/56	100
12/1/57	100
12/1/58	100
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12/1/95	100
12/1/96	100
12/1/97	100
12/1/98	100
12/1/99	100
12/1/00	100

POTENTIAL _____ T. D. _____

IS THIS THE FIRST REPORT ON THIS WELL? YES

REMARKS _____

JA/bs

3-21-60

JAMES WEATHERBY

INSPECTOR

DATE JUNE 13, 1960

INSPECTOR'S WELL STATUS REPORT

OPERATOR GULF OIL CORPORATION

LEASE A.T.RANDOLPH ET AL --STATE

WELL NO. 8 FIELD SABRE DELAWARE

COUNTY REEVES

SPUD DATE 6-10-60 DRILLING DEPTH

CORE DEPTH	LOGS (DEPTH)
1	1
2	2
3	3
4	4
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98	98
99	99
100	100

COMPLETION DATE PERFS PLUG BACK TO 2998 FEET

POTENTIAL T. D. 3006 FEET

IS THIS THE FIRST REPORT ON THIS WELL? THIRD VISIT

REMARKS MR. LEDBETTER, KERMIT, TEXAS TOLD ME THAT THIS WELL WAS

MAKING AROUND 65 BLS OF OIL PER DAY AND 30 % WATER.

JAMES WEATHERBY

JA/bs

DATE JULY 12, 1960

5-21-60

24.

MINERAL FILE 40133
WELL # 8 COMPLETION REPORT
BILL ALLCORN, COMMISSIONER
FILED 8-3-60 BY la

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JUL 14 1960

Form 2

Well Record

General Land Office

File No. _____

Operator Gulf Oil Corporation Address P. O. Box 766, Kermit, TexasCounty Reeves Survey T&P RR Block No. 57, T-2 Sec. No. 34Lease Name A.T. Randolph et al-State Well No. 8 Elevation 3005' CR
Lease No. 13724 (Above Sea Level)Name of Field in which well is located Sabre (Delaware)Form 1 (Notice of Intention to Drill) Was Filed in Name of Gulf Oil CorporationIs this a NEW WELL? Yes DEEPENING? _____ or a WORK-OVER? _____

If this is a NEW WELL, show when drilling commenced and when drilling was completed.

If this is a PLUG-BACK or DEEPENING operation to a different reservoir, show when work-over commenced and when completed.

(Drilling) Commenced June 10, 1960 (Drilling) Completed June 25, 1960Correspondence regarding this well should be sent to: Name J. L. Pike Address P. O. Box 766
Kermit, TexasHas an allowable been assigned to this well? No

SIZE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
8-5/8"	692	0			692	0	Cmt @ 705' w/300 sx circulated
4-1/2"	2994	0			2994	0	Cmt @ 3006' w/200 sx
2-3/8"	2923	0			2923	0	Temperature Survey Indicates Top Cement outside Casing @ 2640'

Initial Production of Gas—Volume 26.3 MCF 6 hrs. Pressure 650 Csg 300 lbs. per square inchInitial Production of Oil: Barrels Flowed 92.7% bbls oil, 39.7% bbls wtr thru 2-3/8" tbg in 6 hrs.

Initial Production of Distillate: Barrels _____

Is this an OIL well? Yes, a GAS well? _____, or a Dry HOLE? _____DESCRIPTION OF PROPERTY
NORTH

GENERAL REMARKS

Located: 660' from the South line and
660' from the West line of Section 34,
Block 57, T-2, T&P RR Survey,
Reeves County, Texas.

SOUTH

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Show All Formations, Especially All Sands and Character and Contents Thereof

General Land Office

Method of shutting off water Casing & Cement Is water completely shut off? No
Amount of water with oil 39.74 per cent 30

Representative of Company.

Notary Public
Winkler County, Texas

M.F. 40133

WELL RECORD

1

FILED JUL 14 1960

Bill Allen

JUL 14 1960

HS

CLERK

REFERRED TO MR. _____

- ☐ FOR YOUR INFORMATION
- ☐ FOR SIGNATURE
- ☐ FOR ACTION
- ☐ FOR ANSWER
- ☐ FOR DRAFT OF REPLY
- ☐ FOR CONFERENCE WITH ME
- ☐ FOR APPROVAL
AND RETURN TO MR. _____
- ☐ FOR NOTATION
AND RETURN TO MR. _____
- ☐ FOR INFO. REQUESTED
AND RETURN TO MR. _____
- ☐ FOR REPORT TO MR. _____
- ☐ LET ME HAVE FILE _____

REMARKS:

General Land
Office

RECEIVED

JUL 14 1960

DATE _____

OFFICE MEMO.

General Land Office
GULF DPD-93

This Form must be filed in District Office not later than ten days after date of completion of test or penalty enforced. Do not take test for period of time less than specified by field rules.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FURNISH ALL DATA IN FULL-DO NOT USE ESTIMATES
(See Instructions on Reverse Side)

RECEIVED
JUL 14 1960
FORM 3
Potential Test Form
General Land Office
Date of Receipt in District Office
1-1958
M-40133

Sabre (Delaware)

FIELD NAME: _____ RRC DISTRICT NUMBER: 8
(Use Field Name by which this Field designated on current Proration Schedule.)

NAME OF OPERATOR: Gulf Oil Corporation
NAME OF LEASE: A.T. Randolph et al - State LEASE NUMBER: 13724 WELL NO. 8

ADDRESS: Kermit, Texas SECTION 34 BLOCK 57, T-2
P. O. BOX NO. 766 (City and State) SURVEY T&P RR ELEVATION 3005' GR

COUNTY IN WHICH WELL IS LOCATED: Reeves Unit Designation: _____ Ac. in Unit: 40
3 1/2 Miles Southwest direction from Orla, Texas nearest postoffice or town.

Date potential test commenced July 7, 1960 Hour 7:45 A M.
Date potential test completed July 7, 1960 Hour 1:45 P M.

Has this lease changed operating names within the last 60 days? No If so, what was the previous operating name? _____

Has the Log of this well been filed with Deputy Supervisor? Yes Date Log filed Attached Hereto

DATA ON POTENTIAL TEST

Data Necessary on Flowing Well
Flowing pressure on csg 650
Flowing pressure on tbg 300
Length of test 6 Hrs. 0 Mins.
Size choke 22/64" Make choke Oil Center Tool

Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device? Yes

Is this well being jetted? No

If being jetted, how many cubic feet of gas is being used to one barrel of oil recovered? _____

Oil producing during this test into Tank

Date this well was last shot or acidized June 25, 1960

Barrels of oil produced from this well since shot or treatment to time this test was started _____
(Answer only if this Test was occasioned by shooting or treating this Well.)

Barrels of oil produced from this well from its completion date or reworked completion date to the beginning of this test 102
(Applies to new and reworked Wells only.)

Percent water produced during this test 30 Total depth of this well 2998 PB from 3006 Ft.

Is this a test of a new well for which no previous allowable has been assigned? Yes
Is this a plain retest (not a workover job) of a well which has a current allowable assigned? No
What is the 24-hour potential at which it is carried currently on proration schedule? New Well
If this test is the result of a workover what was the nature of the job? Not Workover
Hour well completed 2:30 P M. Date well completed June 25, 1960

Data Necessary on Pumping Well
Make of Pumping unit _____
Length of stroke used _____
No. strokes per minute _____
Size working barrel _____
Length of test _____ Hrs. _____ Mins.

Data Necessary for Bottom-Hole Centrifugal Pumping Wells
Motor Size _____ H.P. Pump Model _____
Pump Rating _____ B.P.D. Total Fluid at _____ Head
Setting Depth _____ Tubing Size _____
Length of test _____ Hrs. _____ Mins.
Was any oil produced from this well during this test lifted from the reservoir to the surface of the ground by the use of any device or means the use of which is not prescribed by the Railroad Commission in establishing potentials? _____

Pasotex Pipe Line Co.

Name of P.L. Connection _____
If Shot _____ If Acidized 500
No. Quarts used _____ No. Gallons used _____

TEST PRODUCTION DATA

(Furnish Tank Numbers, Size, Avg. Bbls. per Ft., and all Gauges in Ft. and In. and Bbls.)
(Indicate manner in which production arrived at by placing result in proper column.)

TANK No.	SIZE	BBLs. PER FOOT	GAUGE				PRODUCTION COMPUTED			PRODUCTION 99% Tank Tables	PRODUCTION 100% Tank Tables
			LOW		HIGH		Feet	In.	Bbls.		
			Feet	In.	Feet	In.					
NG-1	500	33.12	4	5	8	5	4	0		132.48	
										39.74	
										92.74	
24 Hour rate based on 6 hrs			370.96								

RESULT OF THIS POTENTIAL TEST (Bbls. Crude oil per 24-hours) 284 (100% Tank. Tbl.)
GAS/OIL RATIO OF THIS WELL IS 33.6 Cubic ft. of gas per barrel of Crude Oil
Gravity of oil produced during this test (Corrected to A.P.I. 60 degrees) _____

(OVER)

DATA ON WELL COMPLETION

26
8
14 1960
40/33

"Notice of Intention to Drill" this well was filed in the name of Gulf Oil Corporation
 Date "Drilling, Plug Back or Deepening Permit" was issued May 25, 1960
 Is Location "REGULAR," or was "SPECIAL PERMIT" required? Regular
 If special permit was secured what is permit number? _____
 Total number of acres in this lease 320
 Number of crude oil producing wells on this lease in this field, including the well on which this potential was taken 8
 Location of well, relative to lease boundaries of lease on which this well is located: 660 feet from South
 line and 660 feet from West line of the Sec 34, Blk 57, T-2, A.T. Randolph et al-
 Size of surface casing 8-5/8" Number feet of surface casing set at 705' State Lease
 Size of oil string 4-1/2" Number of feet of oil string run XX set at 3006'
 Type of tubing head Oil Center Tool Type of Bradenhead Oil Center Tool
 Top of pay 2918 Ft. Total Depth 2998 PB from 3006 Ft. Size tubing run 2-3/8" EUE
 Perforated from 2930* to _____ No. Shots * No. ft. tubing run 2923
 Kind of fuel used to drill this well Butane Amt. of fuel used _____
 Where fuel was secured Furnished by Contractor

INSTRUCTIONS: All potential test forms, WITH ALL INFORMATION REQUESTED THEREON FILLED IN, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable form within the ten (10) days as specified then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test form in the office of the Deputy Supervisor. This ten-day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the office of the Deputy Supervisor or any prior month.

EACH WITNESS MUST SIGN IN HIS OWN HANDWRITING.

We, the undersigned, witnessed this test and the top and bottom gauges of each tank into which production was run during duration of this test.

Representative of Company making test

Representative of Offset Operator

XXXXXXXXXXXXX
Representative of Offset Operator

Representative of the Railroad Commission

for Richardson and Bass
Offset Operator

for TXL Oil Corporation
~~XXXXXXXXXXXXX~~
Offset Operator

AFFIDAVIT:

I HEREBY CERTIFY that all conditions prescribed by the Railroad Commission of Texas for this potential test were complied with and carried out in full, and that all data and facts set forth on both sides of this form are true and correct.

Representative of Company making test

for Gulf Oil Corporation
Company making test

SWORN TO AND SUBSCRIBED before me this the 8th day of July, 19 60

(Notary Seal)

Notary Public in and for Winkler County, Texas

REMARKS: * Notched with notching tool at 2930'.

CAL - 111-40733
DIVISION

Form 1
Rev. 4/60

1. DEEPEN OR PLUG BACK Drill
2. DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED
3. PERMIT HERE TO MUST BE CLEARLY LEGIBLE,
4. WITHOUT COMMISSION ACTION.
5. (Ribbon Preferable)

Date August 3, 1961, 19

Name of company or operator

Name Fox & Ransdell

Address 620 First National Bank Building

City Abilene, Texas

Description of farm or lease:

Name of Lease A. T. Randolph

Number of Acres 640 Well No. 1

Number of wells on lease None

Elevation GR 3028 Section No. 40 Block No. 57
(Ft. above sea level)

Survey T-2 T. & P. & R. Survey

One or Reservoir Delaware

Where Located in Sabre (Delaware)

If Wildcat state above, also state Distance and Direction from nearest Survey Lines. 660'

Reeves

3-1/2 Miles Southwest direction from Orla, Texas nearest post office or town

Method of Cable Tools Rotary

When work will start drilling August 8, 1961

Depth to which you propose to drill 3300'

When work will start deepening

LEASE PURCHASED WITH ONE OR MORE WELLS DRILLING FROM WHOM PURCHASED?

Name

Address

41.

40.

33.

34.

41.

40.

40.

39.

44.

45.

45.

46.

FOX & RANSDELL
642.67 ACRES.

A. T. Randolph
L. B. Hays
(State).

STD. OF TEXAS

W.B. COLLINS

STD. OF TEXAS

1"=1000'

ins et al.

INSPECTOR'S WELL STATUS REPORT

OPERATOR Fox & Ransdell

LEASE A.T.Randolph

WELL NO. 1 FIELD Sabre Delaware

COUNTY Reeves

SPUD DATE 7-9-61 DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS _____

POTENTIAL _____ T. D. Unkown

IS THIS THE FIRST REPORT ON THIS WELL? Yes

REMARKS This well has been drilled and plugged but I do not
know what the total depth was on this well. I talked to Mr. Bettus
that is in charge of the Loughlin--Porter Rigs in West Texas
but he did not know the total depth.

JA/bs

3-21-60


INSPECTOR

DATE August 23, 1961

27.

40133

~~40733~~

M. F. 1 COMPLETION REPORT
WELL # 1
JERRY SADLER, COMMISSIONER
FILED 9-19-61 BY ha

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

STATE WHETHER THIS IS AN APPLICATION TO DRILL, DEEPEN OR PLUG BACK Drill
SHALL BE FILED IN DUPLICATE (IN TRIPPLICATE IF RULE 37) WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED
DATA FURNISHED ON THIS FORM AND ANY ATTACHMENT HERETO MUST BE CLEARLY LEGIBLE,
ANY ILLEGIBLE FORM WILL BE RETURNED WITHOUT COMMISSION ACTION.
(Black Ink or Black Typewriter Ribbon Preferable)

READ CAREFULLY AND
COMPLY FULLY

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown; that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not begin drilling operations on any location prior to filing Form 1 and until permit granted by the Commission has been received and waiting clause period has terminated.

For the purpose of this determination draw on the back side hereof a neat, accurate sketch, made to scale, of this lease, block, or lot locating thereon the proposed site for this location with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OUT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

Where the size of the tract will permit, use scale of one inch equaling 1000 feet; if less than 2 acres use scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line 467 feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease - feet.

IS THE ACREAGE ON WHICH THIS WELL IS TO BE LOCATED, PRESENTLY ASSIGNED TO ANOTHER WELL IN ANY RESERVOIR FOR WHICH THIS PERMIT IS REQUESTED? NO

Date October 27, 19 62

Name of company or operator

Name I. W. Lovelady

Address P. O. Box 3468, Odessa, Texas

City Odessa, Texas

Description of farm or lease:

Name of Lease Randolph-State

Number of Acres 320 Well No. 1

Number of wells on lease -

Elevation - Section No. 40 Block No. 57 T-2
(Ft. above sea level)

Survey T&P Ry. Co.

Zone or Reservoir Delaware Sand

To be Located in Wildcat Field

(If Wildcat state above, also state Distance and Direction from nearest Survey Lines.) 467'

Reeves County

4 Miles SW direction from

Orla nearest post office or town.

Rotary or Cable Tools Rotary

Date work will start drilling Immediately

Depth to which you propose to drill 3113 feet.

Date work will start deepening -

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?

Name -

Address -

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

RECEIVED

DEC 8 1962

General Land Office

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are
given in clearly legible print. Black printing preferable.)

NORTH

WEST

EAST

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

Scale of Plat _____

SOUTH

I, I. W. Lovelady, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct.

Subscribed and sworn to on this 27th day of October, 19 62

Title Operator

Notary Public Ector County, Texas

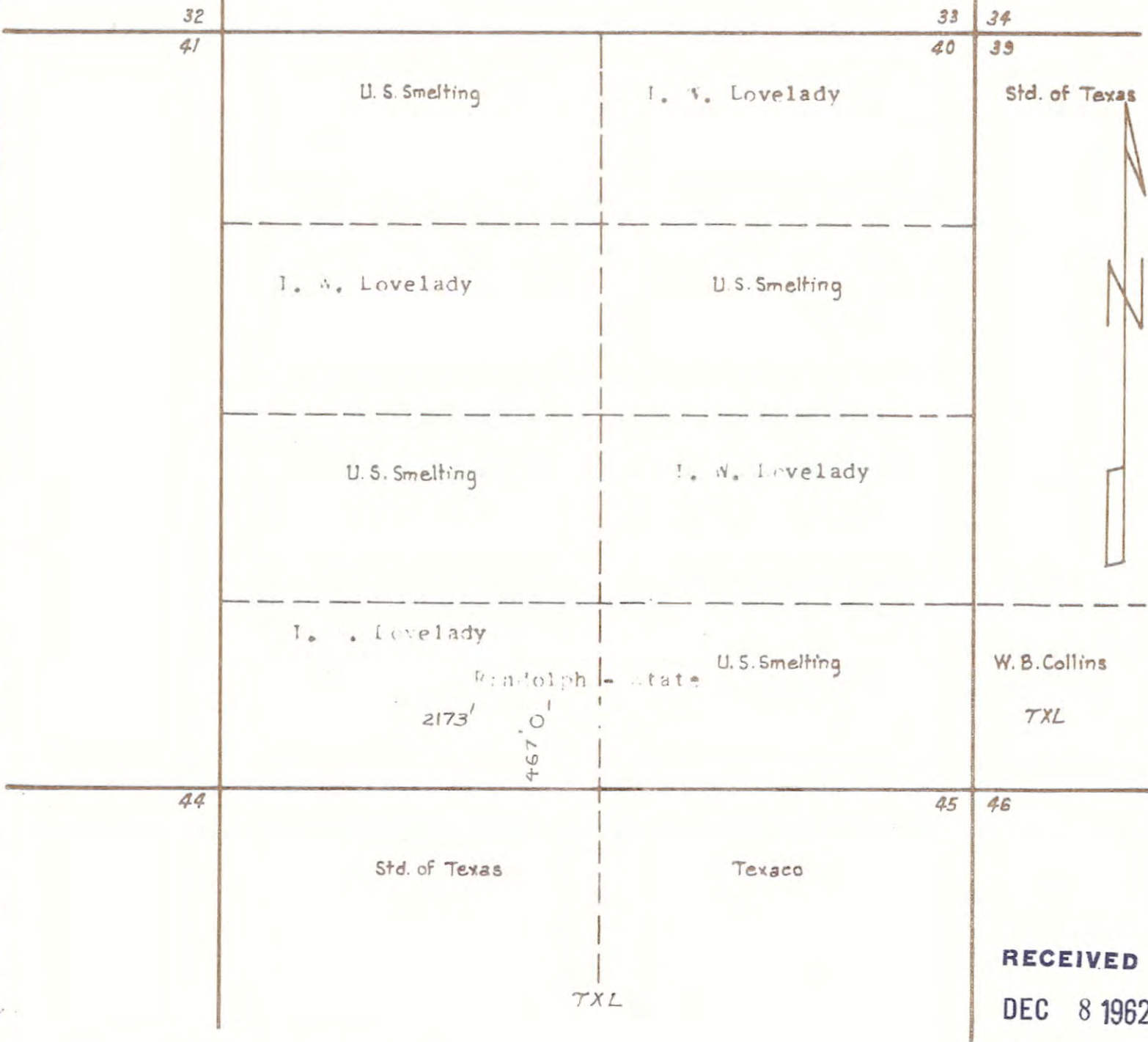
Ralph N. Conley

Correspondence regarding this well should be addressed to:

Name I. W. Lovelady

Address P. O. Box 3468, Odessa, Texas

T. & P. RR. CO.
BLK. 57
T2



RECEIVED

DEC 8 1962

General Land Office

I certify that the above plat was prepared from field notes of actual surveys made by me or under my supervision and that the same are true and correct to the best of my knowledge and belief.
October 9, 1962.

L. L. Lovelady

Registered Public Surveyor
Licensed State Land Surveyor

COOL & ASSOCS.

LOCATION PLAT
I. W. LOVELADY
RANDOLPH-STATE, LSE.
PT. OF SEC. 40, BLK. 57, T2
T. & P. RR. CO.
REEVES COUNTY, TEXAS
Scale: 1"=1000'

28

M.F. 40133
APPLICATION TO DRILL

WELL # 1

FILED DEC 8 1962 19

JERRY SADLER, COMMISSIONER

He
Clerk

Please Refer
to File No. _____

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form 2A
Application
To Plug and
Well Record

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH
WELL IS LOCATED FIVE FULL DAYS PRIOR TO PLUGGING

Company I. W. LOVELADY Address P. O. Box 3468, Odessa, Texas
Sec. No. 40 Block No. 57 Survey T&P Ry. Co. County Reeves
Well No. 1 Name of Lease Randolph State No. of Acres _____ Elev. 3057 D.F.
Name of Field in which well is located Wildcat
Located 4 Miles SW Direction from Orla (Nearest P. O. or Town)
Form 1, "Notice of Intention to Drill," was filed in name of I. W. Lovelady
Drilling Commenced October 30, 19 62, Drilling Completed November 7, 19 62
Has this well ever produced Oil? No or Gas? No
Character of Well (Oil, Gas or Dry) Dry Total Depth 3012'
Date you wish to Plug as soon as possible, 19 ____.
Name of Party Plugging Well I. W. Lovelady Address P. O. Box 3468, Odessa, Texas
Correspondence regarding this well should be sent to: Name I. W. Lovelady
Address P. O. Box 3468, Odessa, Texas
Initial Production of Gas: Volume (MCF) - 24 hrs. Pressure - lbs. per square inch
Initial Production of Oil: Barrels -

Give notice before Plugging to all available Lease Owners, as required by Rule (10).

When Plugging completed, file final Plugging Report, duly signed and sworn to. All necessary forms will be furnished by the Deputy Supervisor of district in which well is located.

NOTE: If no log available, so state and give all information that can be obtained to as total depth, whether or not cemented, producing formation, water sands, and as near as possible date well was drilled.

General Remarks: _____

FILL OUT FORMATION AND AFFIDAVIT ON REVERSE SIDE

RECEIVED

DEC 8 1962

General Land Office

Show All Formations, Especially All Sands and Character and Contents Thereof

M.F.
 Appl. To Eng. Well No. 1
 FILED DEC 8 1924 19
 JERRY SADLER, COMMISSIONER

_____, 19____
Pauline Scannell
Pauline Scannell Notary Public
Ector County, Texas.

Please Refer to

File No. _____

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form 4

Plugging Record

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Company I. W. LOVELADY Address P. O. Box 3468, Odessa, Texas
 Sec. No. 40 Block No. 37 T-2 Survey T&P Ry. Co. County Reeves
 Well No. 1 Name of Lease Randolph-State No. of Acres 320
 Name of Field in which well is located Wildcat Date well was plugged 11-24, 19 62
 Form 1 (Notice of Intention to Drill) Was Filed in Name of I. W. Lovelady
 Character of Well at the time of completion: Oil - bbls; Gas - Cu. Ft.; Dry Yes
 (Initial Production) (Initial Production)
 Amount well producing when plugged: Oil - bbls; Gas - Cu. Ft.; Water 130 bbls.
 Has this well ever produced oil or gas? No
 Total Depth 3012 feet. Top of each producing sand - feet.
 Was the well filled with mud-laden fluid, according to regulations of the Railroad Commission? Yes

How was mud applied? Pumped through tubing
 Were plugs used? Yes If so, show all shoulders left for casing, depth of each, and size of casing, size and kind of plugs used, and depth placed. Also amount of cement and rock. Was well shot? No
25 sacks @ 2946', 10 sacks @ 220' and 5 sacks @ top of surface casing

SIZE PIPE	PUT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	
<u>7"</u>	<u>445</u>				<u>445</u>		
<u>4 1/2"</u>	<u>3012</u>		<u>942</u>		<u>2070</u>		

Show depth found and thickness of all water, oil and gas formations

Have all abandoned wells on this lease been plugged according to Commissions rules? Yes **RECEIVED**
 Manner of confining all oil, gas or water to strata: Mud and cement plugs **DEC 8 1962**

The names of adjacent lease, royalty and landowners with their addresses in each instance as follows: **General Land Office**
W. S. Smelting, Refining & Mining Co., P. O. Box 1877, Midland, Texas
Fox & Randall
620 First National Bank Building, Abilene, Texas
Standard Oil Company of Texas, P. O. Box 1660, Midland, Texas

Was notice given before plugging to all available adjacent lease owners as required by Rule 10? Yes

I, Ralph N. Conley, being first duly sworn on oath, state that I have knowledge of the facts and the matter herein set forth and that the same are true and correct.

Name Ralph N. Conley Title Office ManagerSubscribed and sworn to before me this 4th day of December, 1962Pauline Schmitt

Notary Public

Ester

County, Texas

Correspondence regarding this well should be addressed to:

Name I. W. Lovelady Address P. O. Box 3468, Odessa, Texas

M.F. 40133
Plugging Record Well #
FILED DEC 8 1962 19
JERRY SADLER, COMMISSIONER
He
Clerk

RECEIVED

MAR 6 1971

M-40133

General Land Office

Gulf Oil Corporation

KERMIT PRODUCTION AREA

H. F. Swannack
AREA PRODUCTION MANAGER

P. O. Box 980
Kermit, Texas 79745

March 4, 1971

Railroad Commission of Texas
District No. 8
Midland, Texas

Re: Intent to Plug and Abandon
A. T. Randolph et al State Lease (13724)
Well No. 6
Sabre (Delaware) Field
Reeves County, Texas
Location: 660' FSL & 1980' FWL of
Sec. 34, Blk. 57, T-2, T&P RR Co. Survey

Gentlemen:

This is to advise you of our intention to plug the above referenced well. The following is our proposed procedure:

- A. Casing Record:
8-5/8" csg. set at 615' w/400 sx., cmt. circulated.
5-1/2" csg. set at 2990' w/650 sx., cmt. circulated
- B. Record of All Perforations and/or Open Hole:
2936' - 2940'
- C. Plugging Procedure:
(1) Anticipated casing recovery: None
(2) Plugs:
1. Bridge plug and 3 sx. at 2900'
2. Bridge plug and 3 sx. at 615'
3. 1 sx. at 0 - 10'
Well will be loaded with mud laden fluid.

The anticipated plugging date is March 15, 1971. You will be sufficiently notified in advance as to the time and date that each plug will be spotted so that you may have a representative present to witness same.

The cementing company is unknown at the present time.

Yours very truly,



E. Demmler
Area Engineer

HPL:jm

cc: Commissioner of General Land Office - Austin, Texas



RECEIVED
MAR 6 1971
General Land Office

M-40133

(32)

Notice of intention to
plug well #6 3-4-71

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

on: 40133
93089

FORM W-1
(Rev. 12-18-99)

API No. 100-42

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☒ OTHER (Specify) Amended

1. Operator: **SPS**
Gulf Oil Corporation
P. O. Drawer L
Monahans, Texas 79756

2. Lease Name: **A. T. Randolph-State GU**
13001 FSL & 10001 FWL
Section 34, Block 57, TP2 T&P RR Co. Survey

3. Location (See, Big Survey)
This well is to be located 3 1/2 miles SW
Direction from Orla
Nearest Post Office or Town: Orla

4. RRC District: 8

5. County: Reeves

6. Well Number: 1

7. Number of Acres in Lease: 640

8. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 1320

9. Is Form 7 in Exact Operator Name Filed?
YES ☒ NO ☐

EACH PROPOSED COMPLETION											
11. FIELD NAME (Exactly as shown on N. R. C. Production Schedule including Reservoir if applicable) If Wildcat, so state below.	12. Completion Depth	13. RRC Lease or ID Number (if applicable)	14. Field Rule Section (Acres, if no special rule, indicate Statewide Rule 38)	15. Number of Acres in Drilling Unit (for this well)	16. Is this acreage presently assigned to another well in same field? (Yes or No, if yes, explain in for this well remarks.)	17. Distance from proposed location to nearest drill- ing completed or applied for well in same reservoir on same lease (ft.)	18. Is this a Regular Location? (Yes or No)	19. Oil, Gas, or other Type Well (Specify)	20. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested.		21.
Chapman Deep (Fusselman)	16,000'	1320	40	640	No	Only Well On Lease	Yes	Gas	1		
Wildcat 14,000	14,000'	467-1200	40	40	No	Only Well On Lease	Yes	Gas	1		

Amended to dual and show Wildcat field.

RECEIVED
OCT 1 1974

NOTICE
NO ALLOWABLE WELL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

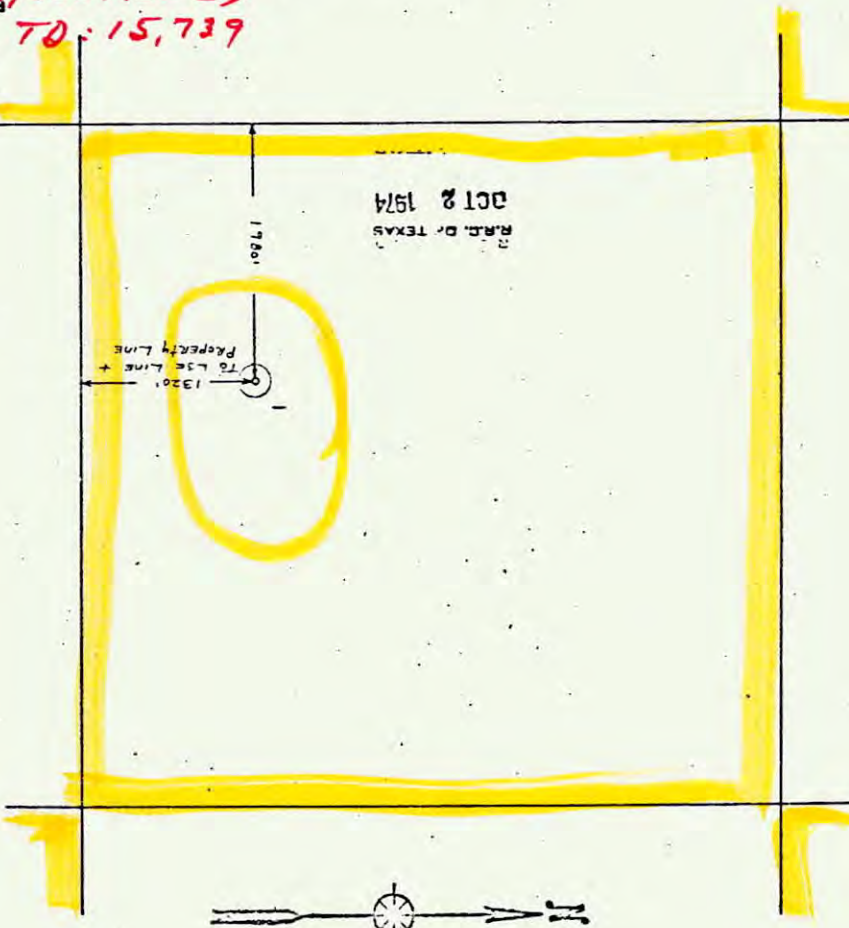
REMARKS: Original Form 1 approved February 28, 1974, as a single completion in the Chapman Deep (Fusselman) Field. Permission is requested to dually complete in an Undesignated Penn Field and Chapman Deep (Fusselman) Field.

CERTIFICATE
I declare under penalties prescribed in Article 6035c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

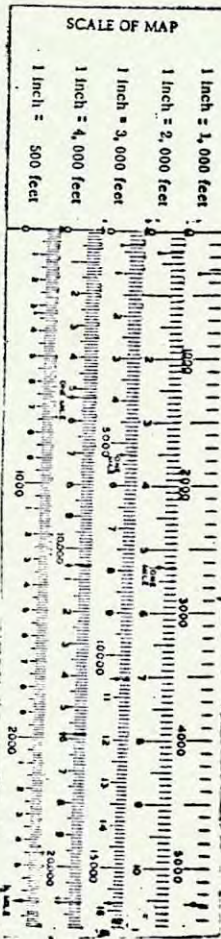
Signature: V. M. Hendricks V. M. Hendricks
Title: Area Engineer
Date: September 30, 1974
Telephone: Area Code 915 943-2711

Comp: 10/9/74 (JAS)
(1) pte: 12,905-13,429 (Atoka) - OVER -
1PCA OF: 39,000 MCFGD
(2) pte: 15,587-665 (Fusselman)
1PCA OF: 17,000 MCFGD
TD: 15,739

Set of Plat 1" = 1000'
Name: D. W. Walker
Signed this 30th day of September, 1974
Title: Senior Clerk



DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given in clearly legible print. Black printing preferable.)



SHIRLEY PLAT SERVICE
P. O. DRAWER 1887, AUSTIN, TEXAS 78767

103-74

A REEVES 42 389 30283

REEVES
AD. NU.

SPS

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

W- MAR 29 1974

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify)

1. Operator Gulf Oil Corporation	4. Lease Name A. T. Randolph et al-State GU	9. Well Number 1
2. Address (including City and Zip Code) P. O. Drawer 1, Monahans, Texas 79756	3. Location (Sec., Rk, Survey) 1320 F&I & 1980 F&I Section 34, Block 57 TP2 T&P RR Co. Survey	10. Number of Acres in Lease 640
3. Is Form 7 in Exact Operator Name Filed? YES ☒ NO ☐	6. This well is to be located $\frac{3}{4}$ miles SW Direction from Orla Nearest Post Office or Town.	11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 1320

EACH PROPOSED COMPLETION

[illegible]

R.R.C. OF TEXAS

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

REMARKS:

Comp: 10/9/74 (JAS)
(1) pfs: 12,905 - 13,439
1PCAOF: 39,000 MCFGD
(2) pfs: 15,587 - 15,665
1PCAOF: 17,000 MCFGD
TD: 15,739

CERTIFICATE

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

V. M. Hendricks V. M. Hendricks

Area Engineer

February 15, 1974

Telephone: Area Code 915, 943-2711

SCALE OF MAP

1 inch = 1,000 feet
1 inch = 2,000 feet
1 inch = 3,000 feet
1 inch = 4,000 feet
1 inch = 500 feet

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are
given in clearly legible print. Black printing preferable.)

NORTH

SOUTH

[Signature]

Senior Clerk

Titled _____

Signed _____ day of February, 19 ____

Dated _____

Filed _____

No. _____

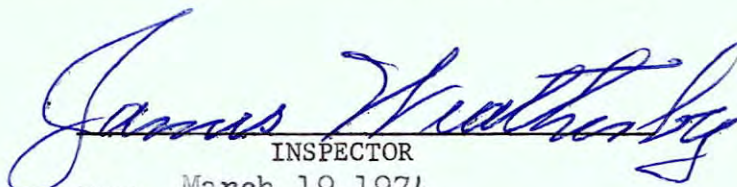
M-40133

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH 1640 feet
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS _____
POTENTIAL _____ T. D. _____
IS THIS THE FIRST REPORT ON THIS WELL? Yes
REMARKS Pete: They are drilling this on Sec 34, Blk 57-TSW-2- Survey
T&P RY- Reeves County.

JMH/jr

3-21-60


INSPECTOR
DATE March 19, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH 10,492 feet
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS _____
POTENTIAL _____ T. D. _____
IS THIS THE FIRST REPORT ON THIS WELL? 2nd
REMARKS _____

JMH/jr

3-21-60

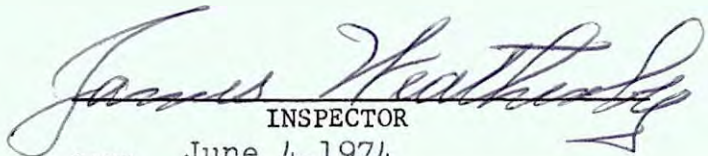
James Weatherly
INSPECTOR
DATE May 1, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH 13,394 feet
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS _____
POTENTIAL _____ T. D. _____
IS THIS THE FIRST REPORT ON THIS WELL? 4 th
REMARKS _____

JMH/jr

3-21-60


INSPECTOR
DATE June 4, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH 14,000 feet
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS _____
POTENTIAL _____ T. D. _____
IS THIS THE FIRST REPORT ON THIS WELL? 5th
REMARKS _____

3-21-60

INSPECTOR
DATE June 18, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH 15,492 feet
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS _____
POTENTIAL _____ T. D. _____
IS THIS THE FIRST REPORT ON THIS WELL? 6 th
REMARKS They have just run a liner to 15,390 feet ?

JMH/jr

3-21-60


INSPECTOR
DATE July 9, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

LEASE A.T.Randolph-State

WELL NO. 1 FIELD Chapman Deep Fusselman

COUNTY Reeves

SPUD DATE 3-8-74 DRILLING DEPTH 15,492 feet

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS _____

POTENTIAL T. D. _____

IS THIS THE FIRST REPORT ON THIS WELL? 7th

REMARKS _____

JMH/jr

3-21-60

James Kentledge
INSPECTOR
DATE July 23, 1974

INSPECTOR

DATE July 23, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
LEASE A.T.Randolph-State
WELL NO. 1 FIELD Chapman Deep Fusselman
COUNTY Reeves
SPUD DATE 3-8-74 DRILLING DEPTH _____
CORE DEPTH _____ LOGS (DEPTH) _____
COMPLETION DATE _____ PERFS 13,398--13,439 feet
POTENTIAL _____ T. D. 15,739 feet
IS THIS THE FIRST REPORT ON THIS WELL? 8 th
REMARKS They feel sure this is a gas well ???

JMH/jr

3-21-60


INSPECTOR
DATE August 14, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

LEASE A.T.Randolph-State

WELL NO. 1 FIELD Chapman Deep Fusselman

COUNTY Reeves

SPUD DATE 3-8-74 DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS 15,587--15,665 feet

POTENTIAL _____ T. D. 15,739 feet

IS THIS THE FIRST REPORT ON THIS WELL? 10 th

REMARKS I talked to the Gulf Oil company man and he said it was
shutin this date and they were to run a Four Point Test on Oct 2,1974 ?
he also said it looked like they would be able to make dual well
out of this location ??Seems the Devonian is dry but back up the hole
the ~~Albion~~ ^{PENN} Zone is a gas producing ???

JMH/jr

3-21-60


INSPECTOR
DATE Oct 1, 1974

INSPECTOR'S WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

LEASE A.T.Randolph-Statke

WELL NO. 1 FIELD Chapman Deep Fusselman

COUNTY Reeves

SPUD DATE 3-8-74 DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS see below

POTENTIAL Yes-see below T. D. 15,739 feet

IS THIS THE FIRST REPORT ON THIS WELL? 11 th

REMARKS Penn Zone-

Perf:12,905--13,439 feet-Pot-39-M.C.F/D of gas

Fusselman Zone

Perf: 15,587-15,665 feet- Potential-17 M.C.F/D of gas.

JMH/jr

3-21-60


INSPECTOR
DATE Oct 9, 1974

33

M. F. 40133
APPLICATION TO DRILL

WELL # 1

FILED 10-9 1974
BOB ARMSTRONG, COMMISSIONER

BY: MHS

Within / RAL M-40133

Return each W-1 with plat and \$100.00 fee.
Make a check or money order payable to the
State Treasurer of Texas. Address to:
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Drawer 12967, Capitol Station
Austin, Texas 78711

RAILROAD COMMISSION OF TEXAS

Oil and Gas Division

Read Instructions on Back

Form W-1
Rev. 9/1/83
483-060

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

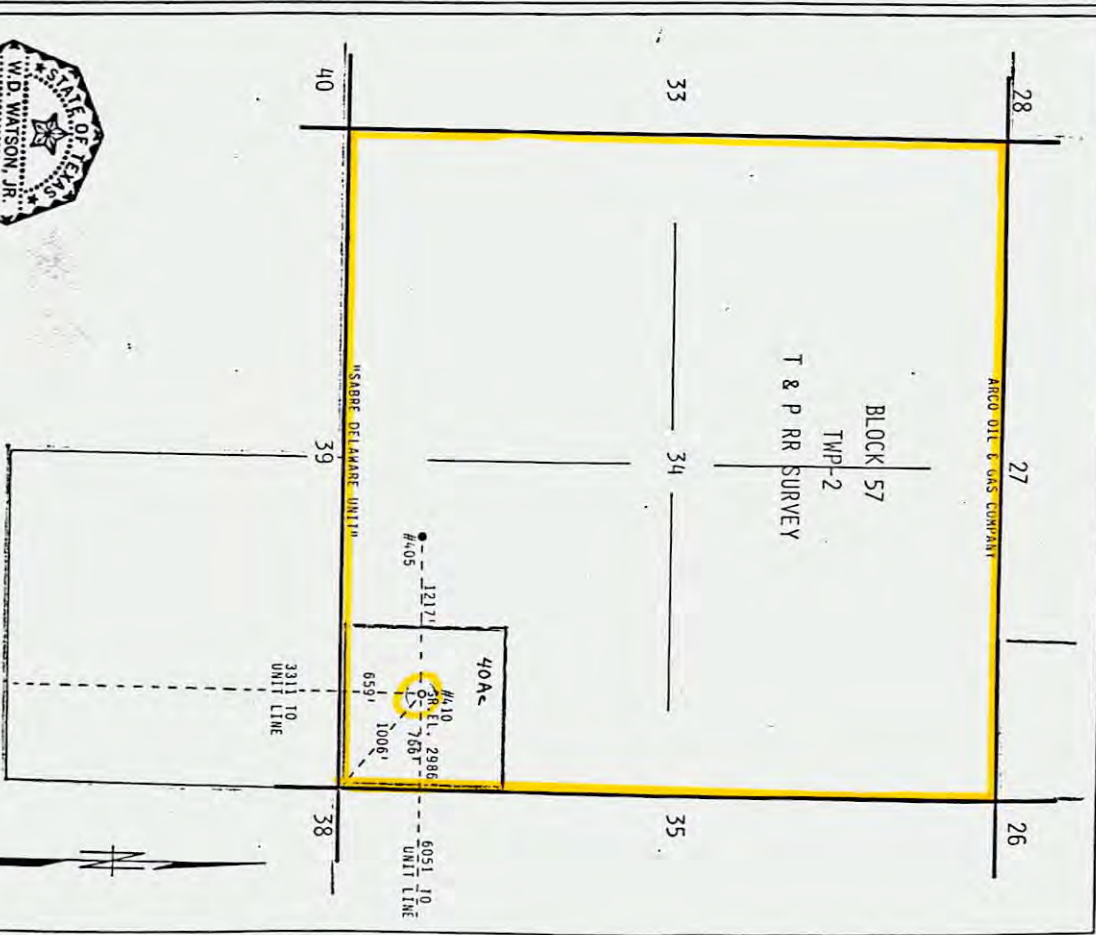
File a copy of W-1 and plat in RRC District Office.

Purpose of filing (mark appropriate boxes): ☒ Drill ☐ Deepen (below casing) ☐ Deepen (within casing) ☐ Plug Back ☐ Re-Enter ☐ Directional Well ☐ Sidetrack ☐ Amended Permit (enter permit no. at right & explain fully in Remarks)		Enter here. If assigned: AIT No. 42-389-31771 Permit No. 323407 Rule 37 Case No.	
1. Operator's Name (exactly as shown on Form P-5, Organization Report) ARCO Oil and Gas Company		3. RRC Operator No. 029340	
2. Address (including city and zip code) P. O. Box 1610 Midland, Texas 79702		4. RRC District No. 8	
		5. County of Well Site Reeves	
6. Lease Name (32 spaces maximum) Sabre (Delaware) Unit		7. RRC Lease/ID No. 30820	
		8. Well No. 410	
		9. Total Depth 3200	
10. Location • Section 34 Block 57 T-2 Survey T&P RR Co. JWP-2 Abstract No. A- • This well is to be located 3.3 miles in a SW direction from Orla, Texas which is the nearest town in the county of the well site.			
11. Distance from proposed location to nearest lease or unit line 1006 ft.		12. Number of contiguous acres in lease, pooled unit, or unitized tract 3300 (OUTLINE ON PLAT)	
13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcat zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line.		14. Completion depth	
15. Spacing pattern (ft.)		16. Density pattern (acres)	
17. Number of acres in drilling unit for this well OUTLINE ON PLAT.		18. Is this acreage assigned to an other well on this lease & in this reservoir? If so, explain in Remarks.	
19. Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir. (ft.)		20. Oil, gas, or other type well (Specify)	
21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir.		22. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir.	
Sabre (Delaware) 79423 500		39 0	
22. Perpendicular surface location from two nearest designated lines: • Lease/Unit 3311 FSL & 6051 FEL • Survey/Section 659 FSL & 2986 FEL If a directional well, show also projected bottom hole location: • Lease/Unit • Survey/Section			
23. Is this a pooled unit? Yes ☐ No ☒ (Attach Form P-12 and certified plat.)			
24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)? Yes ☐ No ☒ (Attach Form W-1A)			
25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes ☐ No ☒ If subject to Rule 36, is Form H-9 filed? Yes ☐ No ☐ If not filed, explain in Remarks.			
26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37. Yes ☒ No ☐			
Remarks			
I certify that information stated in this application is true and complete, to the best of my knowledge. <u>Ken W. Gosnell</u> Ken W. Gosnell Engr. Tech. Spec. Signature Name and title of operator's representative Date: 11-17-86 915-688-5672 mo. day yr. Tel. Area Code Number • RRC Use Only • 303001 NOV. 21 1986 323407			

Statewide PLAT SERVICE

12-3-R6

SCALE OF MAP



M-40133 w/

(36)

APPLICATION TO DRILL WELL # ⁴⁻⁹

D-9-87



Return each W-1 with plat and \$100.00 fee.
Make a check or money order payable to the
State Treasurer of Texas. Address to:
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Drawer 12967, Capitol Station
Austin, Texas 78711

File a copy of W-1 and plat in RRC District Office

Within 1 RAL M-40133

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

Read Instructions on Back

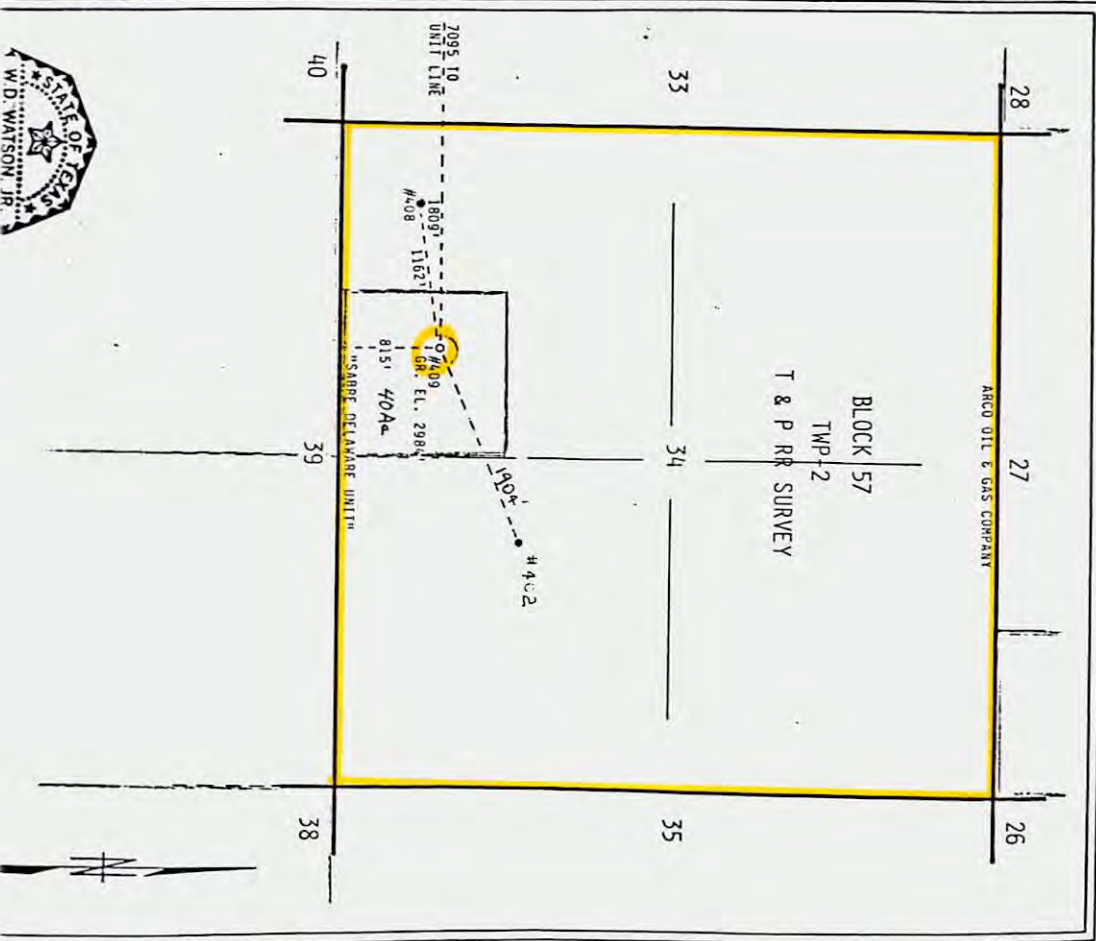
Form W-1
Rev. 9/1/83
483-060

Purpose of filing (mark appropriate boxes): ☒ Drill ☐ Deepen (below casing) ☐ Deepen (within casing) ☐ Plug Back ☐ Re-Enter ☐ Directional Well ☐ Sidetrack ☐ Amended Permit (enter permit no. at right & explain fully in Remarks)			Enter here, if assigned: AJ1 No. 42-389-31764 Permit No. 323382 Rule 37 Case No.						
1. Operator's Name (exactly as shown on Form P 5, Organization Report) ARCO Oil and Gas Company		3. RRC Operator No. 029340	4. RRC District No. 8	5. County of Well Site Reeves					
2. Address (including city and zip code) P. O. Box 1610 Midland, Texas 79702		6. Lease Name (32 spaces maximum) Sabre (Delaware) Unit		7. RRC Lease (L) No. 30820	8. Well No. 409				
9. Total Depth 3200		10. Location • Section 34 Block 57 T-2 Survey T&P RR Co. TWP-2 Abstract No. A- • This well is to be located 3.2 miles in a SW direction from Orla, Texas which is the nearest town in the county of the well site.							
11. Distance from proposed location to nearest lease or unit line 815 ft.		12. Number of contiguous acres in lease, pooled unit, or unitized tract 3300 (OUTLINE ON PLAT)							
13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcard zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line. Sabre (Delaware) 74423.500 Completion depth (ft) 3050 Spacing pattern (ft) 660/1200 Density pattern (acres) 40 Number of acres in drilling unit for this well OUTLINE ON PLAT 40 Is this acreage assigned to another well on this reservoir? NO Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir (ft) 1904' Oil, gas, or other type well (Specify) oil 21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir. <table border="1"><tr><th>OIL</th><th>GAS</th></tr><tr><td>39</td><td>0</td></tr></table>		OIL	GAS	39	0				
OIL	GAS								
39	0								
22. Perpendicular surface location from two nearest designated lines: • Lease/Unit 815 FSL & 7095 FWL • Survey/Section 815 FSL & 1809' FWL		If a directional well, show also projected bottom hole location: • Lease/Unit • Survey/Section							
23. Is this a pooled unit? Yes ☐ No ☒ (Attach Form P-12 and certified plat.)		24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)? Yes ☐ No ☒ (Attach Form W-1A)							
25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes ☐ No ☒		If subject to Rule 36, is Form H-9 filed? Yes ☐ No ☐ If not filed, explain in Remarks.							
26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? Yes ☒ No ☐ If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37. Remarks: Well No. 408 is to be converted to an injector in near future. Request permit as a Regular location with stipulation that this well will not be produced concurrently with any well closer than 1200 ft.		I certify that information stated in this application is true and complete, to the best of my knowledge. Ken W. Gosnell Ken W. Gosnell Engr. Tech. Spec. Signature Name and title of operator's representative Date 11-17-86 mo. day yr. Tel. 915-688-5672 Area Code Number • RRC Use Only • 305001 TWP-2 186 323382							

Statewide PLAT SERVICE
P. O. DRAWER 1987, AUSTIN, TEXAS 78767

12-3-86

98



SCALE OF MAP



M-40133 WK

(37)

APPLICATION TO DRILL WELL #4-10

2-9-87

Garry Mauro
Commissioner
General Land Office



May 25, 1988

Arco Oil & Gas
P. O. Box 1610
Midland, Tx. 79702

RE: State Lease M-40133
Tract Name: Sabre (Delaware) Unit
Well Nos. 409 and 410
Reeves Co., Texas

Dear Gentlemen:

We note the completion of the captioned wells, however, we have not received the following reports or surveys, as required by your oil and gas lease.

- ☐ Form W-1 Application to Drill
- ☒ Form W-2 Oil Well Potential Test/Completion Report
- ☐ Form W-3 Plugging Record
- ☐ Form G-1 Gas Well Pressure Test and Completion Report
- ☐ Form G-5 Gas Well Classification Report
- ☐ Form G-10 Gas Well Status Report
- ☒ Form W-12 Inclination Report
- ☒ Form W-15 Cementing Report
- ☒ Electrical Log (full suite of 5 inch logs plus a 1-inch correlation electrical log. L-1 not acceptable as log.)
- ☐ Directional Survey

Electrical Logs are required, even if run prior to September 1, 1985.
Your cooperation will be appreciated.

Sincerely yours,

A handwritten signature in cursive script that reads "Tim Pittman".

Tim Pittman, Geologist
Texas General Land Office
Petroleum & Minerals Division
(512) 463-5022

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 463-5256

M-40133WR (38)

Ltr to Arco 046

S-25-88

Garry Mauro
Commissioner
General Land Office



August 16, 1988

Arco Oil & Gas
P. O. Box 1610
Midland, Tx. 79702

Re: Well Records
State Lease M-40133
Sabre (Delaware) Unit
Well Nos. 409 and 410
Reeves Co., Texas

Dear Gentlemen:

On May 25, 1988, I sent a letter to your office requesting copies of well records for the referenced wells, which are located on a state Mineral Classified lease. A copy of this letter is enclosed. To date, we have received no reply. State law requires that well records be furnished to the General Land Office for wells drilled on state Mineral Classified and Fee leases. I have enclosed a copy of the applicable section of the Texas Administrative Code.

Please forward the requested records to the General Land Office at your earliest convenience.

Thank you for your attention to this matter.

Sincerely

A handwritten signature in cursive script that reads "Tim Pittman".

Tim Pittman, Geologist
Petroleum and Minerals Division
Texas General Land Office
(512) 463-5022

M-40133 WR

(39)

LR to ALCO O + G

8-16-88

Type or print only

RAILROAD COMMISSION OF TEXAS
Oil and Gas DivisionForm W-2
Rev. 4/1/83
483-046

API No. 42-389-31764

7. RRC District No.
88. RRC Lease No.
30820

Oil Well Potential Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat)
Sabre (Delaware)2. LEASE NAME
Sabre (Delaware) Unit9. Well No.
409

3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report)

RRC Operator No.

ARCO Oil and Gas Co.

029340

10. County of well site

Reeves

4. ADDRESS

P. O. Box 1610, Midland, TX 79702

11. Purpose of filling

Initial Potential ☒Retest ☐Reclass ☐Well record only
(explain in Remarks) ☐

5. If Operator has changed within last 60 days, name former operator

6a. Location (Section, Block, and Survey)

6b. Distance and direction to nearest town in this county.

Sec. 34, Blk. 57, T&P RR Co., TWP -2 3.2 miles SW from Orla

12. If workover or reclass, give former field (with reservoir) & gas ID or oil lease no.
FIELD & RESERVOIRGAS ID or
OIL LEASE #Oil - O
Gas - G

WELL NO.

13. Type of electric or other log run

GR/CNL/CCL

14. Completion or recompletion date

1-2-87

SECTION I: POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified in field rules.

15. Date of test
1-16-8716. No. of hours tested
2417. Production method (Flowing, Gas Lift, Jetting, Pumping—
Size & Type of pump) Pumping 1-1/2

18. Choke size

19. Production during
Test PeriodOil - BBLS
10Gas - MCF
26Water - BBLS
68Gas - Oil Ratio
2600Flowing Tubing Pressure
PSI20. Calculated 24-
Hour RateOil - BBLS
10Gas - MCF
26Water - BBLS
68Oil Gravity-API-60°
36.0Casing Pressure
PSI

21. Was swab used during this test?

Yes ☐ No ☒22. Oil produced prior to test (New & Reworked wells)
26923. Injection Gas-Oil
Ratio

REMARKS:

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District Office within 30 days after completing a well and within 10 days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was received in the District Office. (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

WELL TESTER'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by operation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the data shown above is true, correct, and complete, to the best of my knowledge.

H. A. Homa
Signature: Well Tester

ARCO Oil and Gas Company
Name of Company

RRC Representative

OPERATOR'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Ken W. Gosnell

Sr. Engr. Tech.

Typed or printed name of operator's representative

Title of Person

915 688-5672

1 / 22 / 87

Telephone: Area Code Number Date: mo. day year

Signature

Ken W. Gosnell

SECTION II		DATA ON WELL COMPLETION AND LOG (Not Required on Retest)					
24. Type of Completion New Well ☒ Deepening ☐ Plug Back ☐ Other ☐				25. Permit to Drill, Plug Back or Deepen 11-24-86 DATE Rule 37 PERMIT NO 323382 Exemption CASE NO Water Injection Permit PERMIT NO Salt Water Disposal Permit PERMIT NO Other PERMIT NO			
26. Notice of Intention to Drill this well was filed in Name of ARCO Oil and Gas Co.							
27. Number of producing wells on this lease in this field (reservoir) including this well		28. Total number of acres in this lease 3300					
29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 12-9-86 Completed 12-18-86		30. Distance to nearest well. Same Lease & Reservoir 1904					
31. Location of well, relative to nearest lease boundaries of lease on which this well is located 815 Feet From South Line and 7095 Feet from West Line of the Sabre (Delaware) Unit							
32. Elevation (IDF, RKB, RT, GR, ETC.) 2984 GR		33. Was directional survey made other than Inclination (Form W-12)? ☐ Yes ☒ No					
34. Top of Pay 2908	35. Total Depth 3100	36. P. B. Depth 3055	37. Surface Casing Determined by: Field ☐ Rules ☐	Recommendation of T.D.W.R. Railroad Commission (Special) ☒ Dt. of Letter 11-17-86 ☐ Dt. of Letter			
38. Is well multiple completion? No		39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR			40. Intervals Drilled by: Rotary Tools ☒ Cable Tools ☐		
41. Name of Drilling Contractor Artesia Fishing Tools					42. Is Cementing Affidavit Attached? ☒ Yes ☐ No		
43. CASING RECORD (Report All Strings Set in Well)							
CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8	24	850		900 sx C	12-1/4	Circ	
5-1/2	15.5	3100		1240 sx C	7-7/8	Circ	

LINER RECORD				
Size	TOP	Bottom	Sacks Cement	Screen

TUBING RECORD			46. Producing Interval (this completion) Indicate depth of perforation or open hole	
Size	Depth Set	Packer Set	From	To
2-7/8	2928		2908	2922

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.	
Depth Interval	Amount and Kind of Material Used
2908-2922	A w/250 gals. Frac w/6000 gals + 9000# sd

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)			
Formations	Depth	Formations	Depth
Delaware	2867		
Ramsey	2902		

REMARKS	
H ₂ S Sweet	

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report) Arco Oil and Gas Co.	2. RRC Operator No. 029340	3. RRC District No. 8	4. County of Well Site Reeves
5. Field Name (Wildcat or exactly as shown on RRC records) Sabre (Delaware)		6. API No. 42-389-31764	7. Drilling Permit No. 323382
8. Lease Name Sabre (Delaware) Unit	9. Rule 37 Case No.	10. Oil Lease/Gas ID No. 30820	11. Well No. 409

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		12-10-86		12-17-86			
13. •Drilled hole size		12-1/4		7-7/8			
•Est. % wash or hole enlargement							
14. •Size of casing (in. O.D.)		8-5/8		5-1/2			
15. Top of liner (ft.)							
16. •Setting depth (ft.)		850		3100			
17. •Number of centralizers used		6		8			
18. Hrs. waiting on cement before drill-out		8		24			
1st Slurry	19. API cement used: No. of sacks ▶	900		1040			
	Class ▶	C		65/35 C/Poz			
	Additives ▶	CaCl ₂ ; Cello Seal		S1			
2nd Slurry	No. of sacks ▶			200			
	Class ▶			C			
	Additives ▶			Neet			
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶	1188		1892.8			
	Height (ft.) ▶	850					
2nd	Volume (cu. ft.) ▶			264			
	Height (ft.) ▶						
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶	1188		2156.8			
	Height (ft.) ▶	850		Surface			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		Yes		Yes			
22. Remarks							

CEMENTING TO PLUG AND ABANDON	PLUG # 1	PLUG # 2	PLUG # 3	PLUG # 4	PLUG # 5	PLUG # 6	PLUG # 7	PLUG # 8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lbs/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Benjamin Herrera SS

Name and title of cementer's representative

Dowell Schlumberger

Cementing Company

Benjamin Herrera
Signature

P.O. Box 287 Monahans, TX 79756

Address

City,

State, Zip Code

915-943-4307

Tel: Area Code Number

1-10-87

Date: mo. day

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Ken W. Gosnell

Typed or printed name of operator's representative

Engr. Tech. Spec.

Title

Ken W. Gosnell
Signature

P.O. Box 1610

Address

Midland,

City,

TX

State, Zip Code

79702

915-688-5672

Tel: Area Code Number

1-21-87

Date: mo. day

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Form W-12
(1-1-71)

RECORD OF INCLINATION

If additional space is needed, use the reverse side of this form.

- ### INCLINATION DATA CERTIFICATION

indicated by asterisks (*) on the item numbers on this form.

C. E. LaRue

Signature of Authorized Representative

C. E. LaRue President

Name of Person and Title (type or print)

Artesia Fishing Tool Co., Inc.

Name of Company

Telephone: 505 746-6651

Area Code

asterisks (*) by the item numbers on this form.

Ken W. Gosnell
Signature of Authorized Representative
Ken W. Gosnell

Name of Person and Title (Type or print)
Engr. Tech. Spec.
Operator

Telephone: 915 688-5672
Area Code

* Designates items certified by company that conducted the inclination surveys.

M-40133 WP (40)
COMP. REPORT WELL # 4-9
9-17-88

3.75.00

Type or print only

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-2

Rev. 4/1/83
483-046

API No. 42-389-31771				7. RRC District No. 8	
Oil Well Potential Test, Completion or Recompletion Report, and Log				8. RRC Lease No. 30820	
1. FIELD NAME (as per RRC Records or Wildcat) Sabre (Delaware)		2. LEASE NAME Sabre (Delaware) Unit		9. Well No. 410	
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) ARCO Oil and Gas Co.		RRC Operator No. 029340		10. County of well site Reeves	
4. ADDRESS P. O. Box 1610, Midland, TX 79702				11. Purpose of filing Initial Potential ☒ Retest ☐ Reclass ☐ Well record only (explain in Remarks) ☐	
5. If Operator has changed within last 60 days, name former operator					
6a. Location (Section, Block, and Survey) Sec. 34, Blk. 57, T&P RR, TWP-2		6b. Distance and direction to nearest town in this county. 3.3 miles SW from Orla			
12. If workover or reclass, give former field (with reservoir) & gas ID or oil lease no. FIELD & RESERVOIR		GAS ID or OIL LEASE #		WELL NO.	
13. Type of electric or other log run GR/CNL/CCL		14. Completion or recompletion date 1-13-87			

SECTION I: POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified in field rules.

15. Date of test 1-21-87	16. No. of hours tested 24	17. Production method (Flowing, Gas Lift, Jetting, Pumping— Size & Type of pump) Pump 1-1/2			18. Choke size
19. Production during Test Period	Oil - BBLS 10	Gas - MCF 18	Water - BBLS 61	Gas - Oil Ratio 1800	Flowing Tubing Pressure PSI
20. Calculated 24-Hour Rate	Oil - BBLS 10	Gas - MCF 18	Water - BBLS 61	Oil Gravity—API—60° 35.8	Casing Pressure PSI
21. Was swab used during this test? Yes ☐ No ☒		22. Oil produced prior to test (New & Reworked wells) 45			23. Injection Gas—Oil Ratio

REMARKS:

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District Office within 30 days after completing a well and within 10 days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was received in the District Office. (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

WELL TESTER'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by observation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the potential test data shown above is true, correct, and complete, to the best of my knowledge.

[Signature]
Signature: Well Tester

ARCO Oil and Gas Company

Name of Company

RRC Representative

RECEIVED
FEB 2 1987

OPERATOR'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Ken W. Gosnell

Typed or printed name of operator's representative

915 688-5672

Telephone: Area Code Number Date: mo. day year

1 / 29 / 87

Sr. Engr. Tech.

Title of Person

[Signature]
Signature

CENTRAL FILES

SECTION II DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

24. Type of Completion: New Well ☒ Deepening ☐ Plug Back ☐ Other ☐

25. Permit to Drill. DATE 11-24-86 PERMIT NO 323407
 Plug Back or Deepen
 Rule 37 CASE NO
 Exception
 Water Injection PERMIT NO
 Permit
 Salt Water Disposal PERMIT NO
 Permit
 Other PERMIT NO

26. Notice of Intention to Drill this well was filed in Name of ARCO Oil and Gas Co.

27. Number of producing wells on this lease in this field (reservoir) including this well 28. Total number of acres in this lease 3300

29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 12-19-86 Completed 12-28-86 30. Distance to nearest well. Same Lease & Reservoir 1217

31. Location of well, relative to nearest lease boundaries of lease on which this well is located 3311 Feet From South Line and 6051 Feet from East Line of the Sabre (Delaware) Unit Lease

32. Elevation (IDF, RKB, RT, GR, ETC.) 2983 GR 33. Was directional survey made other than inclination (Form W-12)? ☐ Yes ☒ No

34. Top of Pay 2950 35. Total Depth 3100 36. P. B. Depth 3031 37. Surface Casing Determined by: Field ☐ Rules ☐ Recommendation of T.D.W.R. Railroad Commission (Special) ☒ Dt. of Letter 11-17-86

38. Is well multiple completion? No 39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR GAS ID or OIL LEASE * Oil-O Gas-G WELL * 40. Intervals Drilled by: Rotary Tools Cable Tools Yes

41. Name of Drilling Contractor Artesia Fishing Tools 42. Is Cementing Affidavit Attached? ☒ Yes ☐ No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8	24	850		790 sx C	12-1/4	Circ	
5-1/2	15.5, 14	3100		1525 sx C	7-7/8	50-TS	

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set	From	To
2 7/8	2959		2950	2972

46. Producing Interval (this completion) Indicate depth of perforation or open hole

From	2950	To	2972
From		To	
From		To	
From		To	

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
2950-2972	Acid frac w/350 gals 15% NEFE HCl 6000 gals gelled 2% KCl wtr carrying 8000# sd.

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Delaware	2905		
Ramsey	2938		

REMARKS H S Sweet
 2

Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report) Arco Oil and Gas	2. RRC Operator No. 029340	3. RRC District No. 8	4. County of Well Site Reeves
5. Field Name (Wildcat or exactly as shown on RRC records) Sabre (Delaware)		6. API No. 42-389-31771	7. Drilling Permit No. 323407
8. Lease Name Sabre (Delaware) Unit	9. Rule 37 Case No.	10. Oil Lease/Gas ID No. 30820	11. Well No. 410

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		12/20/86					
13. •Drilled hole size		12-1/4					
•Est. % wash or hole enlargement							
14. Size of casing (In. O.D.)		8-5/8					
15. Top of liner (ft.)							
16. Setting depth (ft.)		850					
17. Number of centralizers used		6					
18. Hrs. waiting on cement before drill-out		8					
1st Slurry	19. API cement used: No. of sacks ▶	790					
	Class ▶	"C"					
	Additives ▶	CaCl₂					
2nd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶	1042.8					
	Height (ft.) ▶	850					
2nd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶	1042.8					
	Height (ft.) ▶	850					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		yes					
22. Remarks							

CEMENTING TO PLUG AND ABANDON	PLUG # 1	PLUG # 2	PLUG # 3	PLUG # 4	G # 5	PLUG # 6	PLUG # 7	PLUG # 8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lbs/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

dee gaines; secretary The Western Company dee gaines
 Name and title of cementer's representative Cementing Company Signature

2708 West County Road Hobbs NM 88240 (505) 392-5556 12/20/86
 Address City State Zip Code Tel.: Area Code Number Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

TRENT DAY Drilling ENGINEER Trent Day
 Typed or printed name of operator's representative Title Signature

P.O. Box 1610, Midland, TX 79702 915-688-5672 1-28-87
 Address City State Zip Code Tel.: Area Code Number Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. **An operator must obtain approval of any exception before beginning casing and cementing operations.**

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Cementer: Fill in shaded areas.
Operator: Fill in other items.

Form W-15
Cementing Report
Rev. 4/1/83
483-045

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report) Arco Oil and Gas Co.	2. RRC Operator No. 029340	3. RRC District No. 8	4. County of Well Site Reeves
5. Field Name (Wildcat or exactly as shown on RRC records) Sabre (Delaware)		6. API No. 42- 389-31771	7. Drilling Permit No. 323407
8. Lease Name Sabre Delaware Unit	9. Rule 37 Case No.	10. Oil Lease/Gas ID No. 30820	11. Well No. 410

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				12/28/86			
13. •Drilled hole size				7-7/8			
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)				5-1/2			
15. Top of liner (ft.)							
16. Setting depth (ft.)				3100			
17. Number of centralizers used				4			
18. Hrs. waiting on cement before drill-out				24			
1st Slurry	19. API cement used: No. of sacks ▶			1325			
	Class ▶			C/Poz			
	Additives ▶			Remarks			
2nd Slurry	No. of sacks ▶			200			
	Class ▶			C			
	Additives ▶			Neet			
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶			2412			
	Height (ft.) ▶			5246			
2nd	Volume (cu. ft.) ▶			264			
	Height (ft.) ▶			1045			
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶			2676			
	Height (ft.) ▶			6291			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?				NO			
22. Remarks 1st Slurry Additives - 6% Gel + 2% S1 + 1/4# D29 (65/35 C Poz)							

OVER

CEMENTING TO PLUG AND ABANDON	PLUG # 1	PLUG # 2	PLUG # 3	PLUG # 4	PLUG # 5	PLUG # 6	PLUG # 7	PLUG # 8
23. Cementing date								
24. Size of hole or pipe plugged (in.)								
25. Depth to bottom of tubing or drill pipe (ft.)								
26. Sacks of cement used (each plug)								
27. Slurry volume pumped (cu. ft.)								
28. Calculated top of plug (ft.)								
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lbs/gal)								
31. Type cement								

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Dennis Martin Service Super. Dowell Schlumberger Dennis Martin
 Name and title of cementer's representative Cementing Company Signature

P. O. Box 287 Monahans, Tx 79756 (915) 943-4307 12-28-86
 Address City, State, Zip Code Tel.: Area Code Number Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Ken W. Gosnell Engr. Tech. Spec. Ken W. Gosnell
 Typed or printed name of operator's representative Title Signature

P. O. Box 1610 Midland, TX 79702 915-688-5672 1-28-87
 Address City, State, Zip Code Tel.: Area Code Number Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's Statewide Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. What to file. An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, Form W-2 or G-1, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting dry holes, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

Form W-12
(1-1-71)

RECORD OF INCLINATION

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? ☐ yes ☒ no

18. Accumulative total displacement of well bore at total depth of 3100 feet = 54.82 feet.

19. Inclination measurements were made in — ☐ Tubing ☐ Casing ☐ Open hole ☒ Drill Pipe

20. Distance from surface location of well to the nearest lease line 1006 feet.

21. Minimum distance to lease line as prescribed by field rules 660 feet.

22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No

(If the answer to the above question is "yes", attach written explanation of the circumstances.)

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Ken W. Gosnell
Signature of Authorized Representative
Ken W. Gosnell Engr. Tech.
Name of Person and Title (type or print)
P.O. Box 1610, Midland, TX, ARCO Oil and Gas
Operator
Telephone: 915 688-5672
Area Code

Railroad Commission Use Only:

Approved By : _____ Title : _____ Date : _____

* Designates items certified by company that conducted the inclination surveys.

RECORD OF INCLINATION (Continued from reverse side)

[illegible]

If additional space is needed, attach separate sheet and check here. ☐

REMARKS: _____

- INSTRUCTIONS -

An inclination survey made by persons or concerns approved by the Commission shall be filed on a form prescribed by the Commission for each well drilled or deepened with rotary tools or when, as a result of any operation, the course of the well is changed. No inclination survey is required on wells that are drilled and completed as dry holes that are plugged and abandoned. (Inclination surveys are required on re-entry of abandoned wells.) Inclination surveys must be made in accordance with the provisions of Statewide Rule 11.

This report shall be filed in the District Office of the Commission for the district in which the well is drilled; by attaching one copy to each appropriate completion for the well. (except Plugging Report)

The Commission may require the submittal of the original charts, graphs, or discs, resulting from the surveys.

161

Garry Mauro
Commissioner
General Land Office



August 16, 1988

Arco Oil & Gas
P. O. Box 1610
Midland, Tx. 79702

Re: Well Records
State Lease M-40133
Sabre (Delaware) Unit
Well Nos. 409 and 410
Reeves Co., Texas

Dear Gentlemen:

On May 25, 1988, I sent a letter to your office requesting copies of well records for the referenced wells, which are located on a state Mineral Classified lease. A copy of this letter is enclosed. To date, we have received no reply. State law requires that well records be furnished to the General Land Office for wells drilled on state Mineral Classified and Fee leases. I have enclosed a copy of the applicable section of the Texas Administrative Code.

Please forward the requested records to the General Land Office at your earliest convenience.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Tim Pittman".

Tim Pittman, Geologist
Petroleum and Minerals Division
Texas General Land Office
(512) 463-5022

M-40133 WR (41)

COMP. REPORT WELL # 4-10

9-17-88

3.75.00



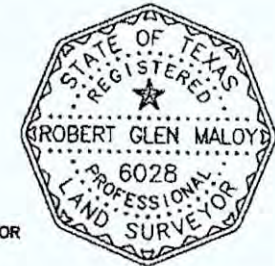
NAD 27
LAT. = 31.81054399° N
LONG. = 103.95897255° W

T.&P. R.R. CO.
A-631
SECTION 27, BLOCK 57,
TOWNSHIP 2
T.&P. R.R. CO.

GENERAL NOTES

1. COORDINATES SHOWN ARE BASED ON TEXAS COORDINATE SYSTEM OF NAD 27 "TEXAS CENTRAL ZONE", AND BASED ON "ORLA" NGS MONUMENT (Y = 798,953.56, X = 876,026.89)
2. VERTICAL DATUM IS NAVD 88
3. COMBINED SCALE FACTOR = 0.999842033
4. LATITUDE AND LONGITUDE ARE NAD 27 AS SHOWN
5. AREA, DISTANCES, AND COORDINATES ARE "GRID"
6. UNITS ARE UNITED STATES SURVEY FOOT.
7. ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGES SHOWN ARE BY DEED AND LEASE CALL, EXCEPT WHERE NOTED. THIS IS NOT IN ANY WAY A "BOUNDARY SURVEY".

I HEREBY STATE THAT THIS PLAT
SHOWS THE SUBJECT LOCATION BASED
ON INFORMATION PROVIDED BY
THE CLIENT.



Robert Glen Maloy
ROBERT GLEN MALOY
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6028

REVISION	DATE	BY	DETAILS
A	08/23/13	JK	MAKE PRELIMINARY PLAT
B	09/04/13	JK	MAKE FINAL
C	01/24/14	RP	MAKE REVISIONS

PLAT OF:
A PROPOSED WELL LOCATION FOR:

BHP BILLITON
RIO STATE RANDOLPH 57-T2-34 #1H
WID# 137661

SITUATED IN THE T.&P. R.R. CO. SURVEY, A-631, SECTION 27, BLOCK 57, TOWNSHIP 2 AND THE L.B. HAYS SURVEY, A-2208, SECTION 34, BLOCK 47, TOWNSHIP 2, ALL LOCATED IN THE T.&P. R.R. CO. LANDS AND BEING APPROXIMATELY 7.4 MILES NORTHWEST OF ORLA, IN REEVES COUNTY, TEXAS.

SURVEY/SECTION/UNIT LINE

SURVEY/SECTION/UNIT LINE

SURVEY/SECTION/UNIT LINE

FTP
NAD 27
Y = 797,847.01
X = 874,865.78

SURFACE HOLE LOCATION
RIO STATE RANDOLPH 57-T2-34 #1H
WID #137661
NAD 83 (HARN)
Y = 10,640,951.68
X = 1,170,948.49
LAT. = 31.81153530° N
LONG. = 103.95753910° W
NAD 27
Y = 798,374.33
X = 874,487.33
LAT. = 31.81140926° N
LONG. = 103.95706393° W
ELEV. = 3,000.00'

L.B. HAYS
A-2208
SECTION 34, BLOCK 57,
TOWNSHIP 2
T.&P. R.R. CO.

645.327 ACRE UNIT

LINE	BEARING	DISTANCE
L1	S 35°40'03" E	649.09'
L2	S 02°20'35" W	4925.15'
L3	S 02°20'35" W	50.00'

TERMINUS
NAD 83 (HARN)
Y = 10,635,453.36
X = 1,171,123.36
LAT. = 31.79644467° N
LONG. = 103.95640010° W
NAD 27
Y = 792,876.18
X = 874,662.30
LAT. = 31.79631859° N
LONG. = 103.95592541° W

LTP
NAD 27
Y = 792,826.14
X = 874,684.35

NAD 27
LAT. = 31.79589789° N
LONG. = 103.95911523° W

NAD 27
LAT. = 31.79594151° N
LONG. = 103.94211541° W

FRANK
SURVEYING COMPANY INC

550 Bailey Ave., 310 - Fort Worth, TX 76107
Ph: 817.349.9800 - Fax: 979.732.5271
TBPLS Firm No. 10193887
www.franksurveying.com
LAND SURVEYING/ENERGY/GIS SERVICES
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0 500 1000
1" = 1000 FEET

bhpbilliton
BHP Billiton
1360 Post Oak Blvd. #150
Houston, Texas 77056

DATE: 01/29/2014 PROJECT NO: 201308320
DRAWN BY: JK SCALE: 1" = 1000'
CHECKED BY: RM SHEET: 1 OF 1
FIELD CREW: RE/MR REVISION: NO

File No. MF 040133
Unit 929 Survey 1/24/14

Date Filed: 11/19/2014

Jerry E. Patterson, Commissioner
By BN

7016 2070 0000 7390 5281

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

BHP Billiton Petroleum (TXLA operating) Co.

Street and Apt. No., or P.O. Box No.

1360 Post Oak Blvd, Ste 150

City, State, ZIP+4®

Houston, TX 77056-3030

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

MF035430

MF040133

MF048344

Postmark
Here

ATTN: Holly Dutton



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

BHP Billiton Petroleum (TXLA Operating) Company
Attn: Holly Dutton
1360 Post Oak Blvd Ste 150
Houston, TX 77056-3030

Billing Date: 3/2/2018
Billing Due Date: 4/1/2018
Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00345	MF035430	\$0.00	\$35,806.58	\$3,580.66	\$689.64	\$40,076.88
18I00346	MF040133	\$39,097.98	\$0.00	\$3,909.81	\$1,456.53	\$44,464.32
18I00347	MF040133	\$0.00	\$45,826.10	\$4,582.61	\$1,700.67	\$52,109.38
18I00348	MF048344	\$39,095.70	\$0.00	\$3,909.58	\$1,456.48	\$44,461.76
18I00349	MF048344	\$0.00	\$45,828.79	\$4,582.90	\$1,700.79	\$52,112.48
Total Due		\$78,193.68	\$127,461.47	\$20,565.56	\$7,004.11	\$233,224.82

Penalty and interest have been calculated thru 3/31/2018. Payment remitted after 3/31/2018 will result in additional penalty and interest charges.

Contact Info: Sabrina Garcia (512) 475-1510 or Sabrina.Garcia@GLO.TEXAS.GOV

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.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

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

BHP Billiton Petroleum (TXLA Operating) Company

Billing Date: 3/2/2018

Billing Due Date: 4/1/2018

Customer Number: C000046383

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
18I00345	MF035430	\$0.00	\$35,806.58	\$3,580.66	\$689.64	\$40,076.88
18I00346	MF040133	\$39,097.98	\$0.00	\$3,909.81	\$1,456.53	\$44,464.32
18I00347	MF040133	\$0.00	\$45,826.10	\$4,582.61	\$1,700.67	\$52,109.38
18I00348	MF048344	\$39,095.70	\$0.00	\$3,909.58	\$1,456.48	\$44,461.76



Texas General Land Office

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

18I00349	MF048344	\$0.00	\$45,828.79	\$4,582.90	\$1,700.79	\$52,112.48
Total Due		\$78,193.68	\$127,461.47	\$20,565.56	\$7,004.11	\$233,224.82
Amt. Paid						

Customer ID: C000046383
 Invoice Number: 18100345
 GLO Lease: MF035430
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2016 through August 2017

Category: Oil
 Auditor/AE: Sgarcia
 Billing Date: 2/23/2018
 P&I Calculation Date: 3/31/2018
 Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate From	Interest Rate From	Revenue Due
Jul-17	08-30820	0	1.00000000	\$ -	\$ -	\$596,354.99	\$37,272.19	\$1,465.61	\$35,806.58	207	4.75%	\$3,580.66	\$689.64	\$40,076.88
TOTALS		0				\$596,354.99	\$37,272.19	\$1,465.61	\$35,806.58			\$3,580.66	\$689.64	\$40,076.88

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 2070 0000 7390 5281

COMMENTS: BILLING FOR DUE VS PAID, NON-PAYMENT OF ROYALTIES.

COLUMNS (2) RRC NUMBERS 08-30820 08-21021 08-282290 08-277467 08-278251 08-277583 08-276866 08-115055 08-31249

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

Customer ID: C000046383
 Invoice Number: 18I00347
 GLO Lease: MF040133
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2016 through August 2017

Category: Oil
 Auditor/AE: Sgarcia
 Billing Date: 2/23/2018
 P&I Calculation Date: 3/31/2018
 Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate From	Interest Rate From	Revenue Due
Sep-16	08-45912	1,525	1.00000000	\$ 40.730503	\$ 1.000000	\$62,114.02	\$3,882.13	\$0.00	\$3,882.13	511	4.50%	\$388.21	\$216.34	\$4,486.68
Oct-16	08-45912	1,394	1.00000000	\$ 42.362572	\$ 1.000000	\$59,053.43	\$3,690.84	\$0.00	\$3,690.84	481	4.50%	\$369.08	\$192.02	\$4,251.94
Nov-16	08-45912	1,594	1.00000000	\$ 44.179339	\$ 1.000000	\$70,421.87	\$4,401.37	\$0.00	\$4,401.37	450	4.75%	\$440.14	\$223.96	\$5,065.47
Dec-16	08-45912	1,308	1.00000000	\$ 43.188089	\$ 1.000000	\$56,490.02	\$3,530.63	\$0.00	\$3,530.63	419	4.75%	\$353.06	\$165.41	\$4,049.10
Jan-17	08-45912	1,408	1.00000000	\$ 49.706162	\$ 1.000000	\$69,986.28	\$4,374.14	\$0.00	\$4,374.14	391	4.75%	\$437.41	\$188.99	\$5,000.54
Feb-17	08-45912	1,300	1.00000000	\$ 50.651895	\$ 1.000000	\$65,847.46	\$4,115.47	\$0.00	\$4,115.47	360	4.75%	\$411.55	\$161.21	\$4,688.23
Mar-17	08-45912	1,287	1.00000000	\$ 50.178376	\$ 1.000000	\$64,579.57	\$4,036.22	\$0.00	\$4,036.22	330	4.75%	\$403.62	\$142.35	\$4,582.19
Apr-17	08-45912	1,206	1.00000000	\$ 47.662316	\$ 1.000000	\$57,480.75	\$3,592.55	\$0.00	\$3,592.55	299	4.75%	\$359.26	\$112.21	\$4,064.02
May-17	08-45912	1,108	1.00000000	\$ 46.947904	\$ 1.000000	\$52,018.28	\$3,251.14	\$0.00	\$3,251.14	269	4.75%	\$325.11	\$88.85	\$3,665.10
Jun-17	08-45912	920	1.00000000	\$ 44.202716	\$ 1.000000	\$40,666.50	\$2,541.66	\$0.00	\$2,541.66	238	4.75%	\$254.17	\$59.21	\$2,855.04
Jul-17	08-45912	1,097	1.00000000	\$ 42.858424	\$ 1.000000	\$47,015.69	\$2,938.48	\$0.00	\$2,938.48	207	4.75%	\$293.85	\$56.60	\$3,288.93
Jul-17	08-45912	0	1.00000000	\$ -	\$ -	\$56,939.49	\$3,558.72	\$1,124.61	\$2,434.11	207	4.75%	\$243.41	\$46.88	\$2,724.40
Aug-17	08-45912	1,099	1.00000000	\$ 44.219967	\$ 1.000000	\$48,597.74	\$3,037.36	\$0.00	\$3,037.36	177	4.75%	\$303.74	\$46.64	\$3,387.74
TOTALS		15,246				\$751,211.09	\$46,950.71	\$1,124.61	\$45,826.10			\$4,582.61	\$1,700.67	\$52,109.38

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 2070 0000 7390 5281

COMMENTS: BILLING ON DUE VS PAID, UNDER PAID ROYALTIES FOR JULY 2017.
 BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS 08-45912 08-276286
 COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

Invoice Number: 18100347
 GLO Lease: MF040133
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2016 through August 2017

Auditor/AE: Sgarcia
 Billing Date: 2/23/2018
 P&I Calculation Date: 3/31/2018
 Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Sep-16	08-45912	21,045	1.00000000	\$ 2.568123	\$ 1.038100	\$56,105.31	\$3,506.58	\$0.00	\$3,506.58	501	4.50%	\$350.66	\$191.08	\$4,048.32
Oct-16	08-45912	21,869	1.00000000	\$ 2.691856	\$ 1.038100	\$61,111.08	\$3,819.44	\$0.00	\$3,819.44	471	4.50%	\$381.94	\$194.01	\$4,395.39
Nov-16	08-45912	19,374	1.00000000	\$ 2.236483	\$ 1.023800	\$44,360.87	\$2,772.55	\$0.00	\$2,772.55	440	4.75%	\$277.26	\$137.47	\$3,187.28
Dec-16	08-45912	21,561	1.00000000	\$ 3.380031	\$ 1.023300	\$74,574.88	\$4,660.93	\$0.00	\$4,660.93	409	4.75%	\$466.09	\$212.30	\$5,339.32
Jan-17	08-45912	24,626	1.00000000	\$ 3.115135	\$ 1.023700	\$78,531.42	\$4,908.21	\$0.00	\$4,908.21	381	4.75%	\$490.82	\$205.67	\$5,604.70
Feb-17	08-45912	17,822	1.00000000	\$ 2.571756	\$ 1.023700	\$46,920.10	\$2,932.51	\$0.00	\$2,932.51	350	4.75%	\$293.25	\$111.05	\$3,336.81
Mar-17	08-45912	17,750	1.00000000	\$ 2.571715	\$ 1.008750	\$46,047.36	\$2,877.96	\$0.00	\$2,877.96	320	4.75%	\$287.80	\$97.75	\$3,263.51
Apr-17	08-45912	17,056	1.00000000	\$ 2.722727	\$ 1.027300	\$47,706.61	\$2,981.66	\$0.00	\$2,981.66	289	4.75%	\$298.17	\$89.25	\$3,369.08
May-17	08-45912	17,542	1.00000000	\$ 2.776122	\$ 1.030200	\$50,169.43	\$3,135.59	\$0.00	\$3,135.59	259	4.75%	\$313.56	\$81.61	\$3,530.76
Jun-17	08-45912	15,832	1.00000000	\$ 2.619759	\$ 1.027600	\$42,620.76	\$2,663.80	\$0.00	\$2,663.80	228	4.75%	\$266.38	\$58.59	\$2,988.77
Jul-17	08-45912	14,588	1.00000000	\$ 2.664924	\$ 1.026600	\$39,910.01	\$2,494.38	\$0.00	\$2,494.38	197	4.75%	\$249.44	\$44.80	\$2,788.62
Aug-17	08-45912	13,894	1.00000000	\$ 2.624395	\$ 1.028700	\$37,509.84	\$2,344.37	\$0.00	\$2,344.37	167	4.75%	\$234.44	\$32.95	\$2,611.76
TOTALS		222,959				\$625,567.67	\$39,097.98	\$0.00	\$39,097.98			\$3,909.81	\$1,456.53	\$44,464.32

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 2070 0000 7390 5281

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS 08-45912 08-276286
 COLUMN (5) PRICE & BTU - TAKEN FROM ROYALTY PRODUCTION REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

Customer ID: C000046383
 Invoice Number: 18100349
 GLO Lease: MF048344
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2016 through August 2017

Category: Oil
 Auditor/AE: Sgarcia
 Billing Date: 2/23/2018
 P&I Calculation Date: 3/31/2018
 Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particpa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate From	Interest Rate From	Revenue Due
Sep-16	08-276286	1,525	1.00000000	\$ 40.730503	\$ 1.000000	\$62,114.02	\$3,882.13	\$0.00	\$3,882.13	511	4.50%	\$388.21	\$216.34	\$4,486.68
Oct-16	08-276286	1,394	1.00000000	\$ 42.362534	\$ 1.000000	\$59,053.37	\$3,690.84	\$0.00	\$3,690.84	481	4.50%	\$369.08	\$192.02	\$4,251.94
Nov-16	08-276286	1,594	1.00000000	\$ 44.179229	\$ 1.000000	\$70,421.69	\$4,401.36	\$0.00	\$4,401.36	450	4.75%	\$440.14	\$223.96	\$5,065.46
Dec-16	08-276286	1,309	1.00000000	\$ 43.188084	\$ 1.000000	\$56,533.20	\$3,533.33	\$0.00	\$3,533.33	419	4.75%	\$353.33	\$165.53	\$4,052.19
Jan-17	08-276286	1,408	1.00000000	\$ 49.706533	\$ 1.000000	\$69,986.80	\$4,374.17	\$0.00	\$4,374.17	391	4.75%	\$437.42	\$188.99	\$5,000.58
Feb-17	08-276286	1,300	1.00000000	\$ 50.652092	\$ 1.000000	\$65,847.72	\$4,115.48	\$0.00	\$4,115.48	360	4.75%	\$411.55	\$161.21	\$4,688.24
Mar-17	08-276286	1,287	1.00000000	\$ 50.178253	\$ 1.000000	\$64,579.41	\$4,036.21	\$0.00	\$4,036.21	330	4.75%	\$403.62	\$142.35	\$4,582.18
Apr-17	08-276286	1,206	1.00000000	\$ 47.662320	\$ 1.000000	\$57,480.76	\$3,592.55	\$0.00	\$3,592.55	299	4.75%	\$359.26	\$112.21	\$4,064.02
May-17	08-276286	1,108	1.00000000	\$ 46.948080	\$ 1.000000	\$52,018.47	\$3,251.15	\$0.00	\$3,251.15	269	4.75%	\$325.12	\$88.85	\$3,665.12
Jun-17	08-276286	920	1.00000000	\$ 44.202658	\$ 1.000000	\$40,666.45	\$2,541.65	\$0.00	\$2,541.65	238	4.75%	\$254.17	\$59.21	\$2,855.03
Jul-17	08-276286	1,097	1.00000000	\$ 42.858308	\$ 1.000000	\$47,015.56	\$2,938.47	\$0.00	\$2,938.47	207	4.75%	\$293.85	\$56.60	\$3,288.92
Jul-17	08-276286	0	1.00000000	\$ -	\$ -	\$57,220.61	\$3,576.29	\$1,142.21	\$2,434.08	207	4.75%	\$243.41	\$46.88	\$2,724.37
Aug-17	08-276286	1,099	1.00000000	\$ 44.220103	\$ 1.000000	\$48,597.89	\$3,037.37	\$0.00	\$3,037.37	177	4.75%	\$303.74	\$46.64	\$3,387.75
TOTALS		15,247				\$751,535.95	\$46,971.00	\$1,142.21	\$45,828.79			\$4,582.90	\$1,700.79	\$52,112.48

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 2070 0000 7390 5281

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS 08-276286 08-45912
 COLUMN (5) PRICE - TAKEN FROM ROYALTY PRODUCTION REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

Customer ID: C000046383
 Invoice Number: 18I00348
 GLO Lease: MF048344
 GLO Review: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY
 Review Period: September 2016 through August 2017

Category: Gas
 Auditor/AE: Sgarcia
 Billing Date: 2/26/2018
 P&I Calculation Date: 3/31/2018
 Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participa	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate From	Interest Rate From	Revenue Due
Sep-16	08-276286	21,045	1.00000000	\$ 2.568113	\$ 1.038100	\$56,105.09	\$3,506.57	\$0.00	\$3,506.57	501	4.50%	\$350.66	\$191.08	\$4,048.31
Oct-16	08-276286	21,869	1.00000000	\$ 2.691846	\$ 1.038100	\$61,110.85	\$3,819.43	\$0.00	\$3,819.43	471	4.50%	\$381.94	\$194.01	\$4,395.38
Nov-16	08-276286	19,374	1.00000000	\$ 2.236472	\$ 1.023800	\$44,360.65	\$2,772.54	\$0.00	\$2,772.54	440	4.75%	\$277.25	\$137.47	\$3,187.26
Dec-16	08-276286	21,561	1.00000000	\$ 3.380022	\$ 1.023300	\$74,574.68	\$4,660.92	\$0.00	\$4,660.92	409	4.75%	\$466.09	\$212.30	\$5,339.31
Jan-17	08-276286	24,626	1.00000000	\$ 3.115125	\$ 1.023700	\$78,531.17	\$4,908.20	\$0.00	\$4,908.20	381	4.75%	\$490.82	\$205.67	\$5,604.69
Feb-17	08-276286	17,823	1.00000000	\$ 2.571743	\$ 1.023700	\$46,922.49	\$2,932.66	\$0.00	\$2,932.66	350	4.75%	\$293.27	\$111.06	\$3,336.99
Mar-17	08-276286	17,750	1.00000000	\$ 2.571715	\$ 1.008750	\$46,047.36	\$2,877.96	\$0.00	\$2,877.96	320	4.75%	\$287.80	\$97.75	\$3,263.51
Apr-17	08-276286	17,056	1.00000000	\$ 2.722727	\$ 1.027300	\$47,706.61	\$2,981.66	\$0.00	\$2,981.66	289	4.75%	\$298.17	\$89.25	\$3,369.08
May-17	08-276286	17,542	1.00000000	\$ 2.776122	\$ 1.030200	\$50,169.43	\$3,135.59	\$0.00	\$3,135.59	259	4.75%	\$313.56	\$81.61	\$3,530.76
Jun-17	08-276286	15,832	1.00000000	\$ 2.617440	\$ 1.027600	\$42,583.04	\$2,661.44	\$0.00	\$2,661.44	228	4.75%	\$266.14	\$58.53	\$2,986.11
Jul-17	08-276286	14,588	1.00000000	\$ 2.664908	\$ 1.026800	\$39,909.77	\$2,494.36	\$0.00	\$2,494.36	197	4.75%	\$249.44	\$44.80	\$2,788.60
Aug-17	08-276286	13,894	1.00000000	\$ 2.624395	\$ 1.028700	\$37,509.84	\$2,344.37	\$0.00	\$2,344.37	167	4.75%	\$234.44	\$32.95	\$2,611.76
TOTALS		222,960				\$625,530.98	\$39,095.70	\$0.00	\$39,095.70			\$3,909.58	\$1,456.48	\$44,461.76

ATTN: Holly Dutton
 CERTIFIED MAIL: 7016 2070 0000 7390 5281

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL IDS 08-45912 08-276286
 COLUMN (5) PRICE & BTU - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
 COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
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NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

(43)

File No. MF 040133

County

Recon Billing

Date Filed: 3/6/18

George P. Bush, Commissioner

By AB

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA220104

Unit Number 11926
Operator Name Cimarex Energy Co. of Colorado
Customer ID C000041191
Unit Name Silverton State 27-34
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.03250000
State Part in Unit 0.50000000
Unit Depth Specified Depths
From Depth 6570 TVD **Well**
To Depth 12850 TVD **Formation** Top of Bone Springs to Base of Wolfcamp
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 08/02/2022
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

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
MF040133		160.000000	640.000000	0.25000000	O/G	0.06250000	0.01562500	No
MF048344		160.000000	640.000000	0.25000000	O/G	0.06250000	0.01562500	No

API Number

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

08/02/2022

08/02/2022

08/02/2022

11/16/22

08/02/2022

Pooling Committee Report

To: School Land Board

UPA220104

Date of Board Meeting: 08/02/2022

Unit Number: 11926

Effective Date: 08/02/2022

Unit Expiration Date:

Applicant: Cimarex Energy Company

Attorney Rep:

Operator: CIMAREX ENERGY CO

Unit Name: Silverton State 27-34

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<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>
RAL	MF040133	0.06250000	01/21/1963	10 years	320.000000	160.000000	0.01562500
RAL	MF048344	0.06250000	08/09/1962	5 years	320.000000	160.000000	0.01562500

Private Acres:	320.000000
State Acres:	320.000000
Total Unit Acres:	640.000000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	50.00%
<u>State Net Revenue Interest:</u>	3.13%

<u>Unit Type:</u>	<u>Unitized for:</u>
Standard	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	704 acres for a 10,000 foot lateral (FTP to LTP).

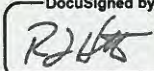
Working File Number: **UPA220104**

REMARKS:

- Cimarex Energy Co. is requesting standard oil and gas pooling from the top of the Bone Spring formation to the base of the Wolfcamp formation as seen on well log for The Superior Oil Company Fortune Unit well number 2-R (API 42-389-31270) in order to test the Bone Spring and Wolfcamp formations.
- The applicant plans to spud the first unit well in the first quarter of 2023.
- With Board approval of the unit the State's unit royalty participation will be 3.13%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of two unit wells. The first unit well must be spud by or before August 2, 2023 and the second unit well must be spud by or before August 2, 2024 or the unit will reduce in size to 320 acres per unit well drilled.

POOLING COMMITTEE RECOMMENDATION:

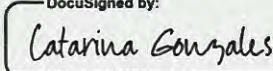
The Pooling Committee recommends Board approval of standard oil and gas pooling under the above-stated provisions.

DocuSigned by:

6C1630CF0F2E4D3

General Land Office

7/21/2022

Date

DocuSigned by:

EE8EAT9C5EF64CC

Office of the Governor

7/27/2022

Date

Office of the Governor

Date



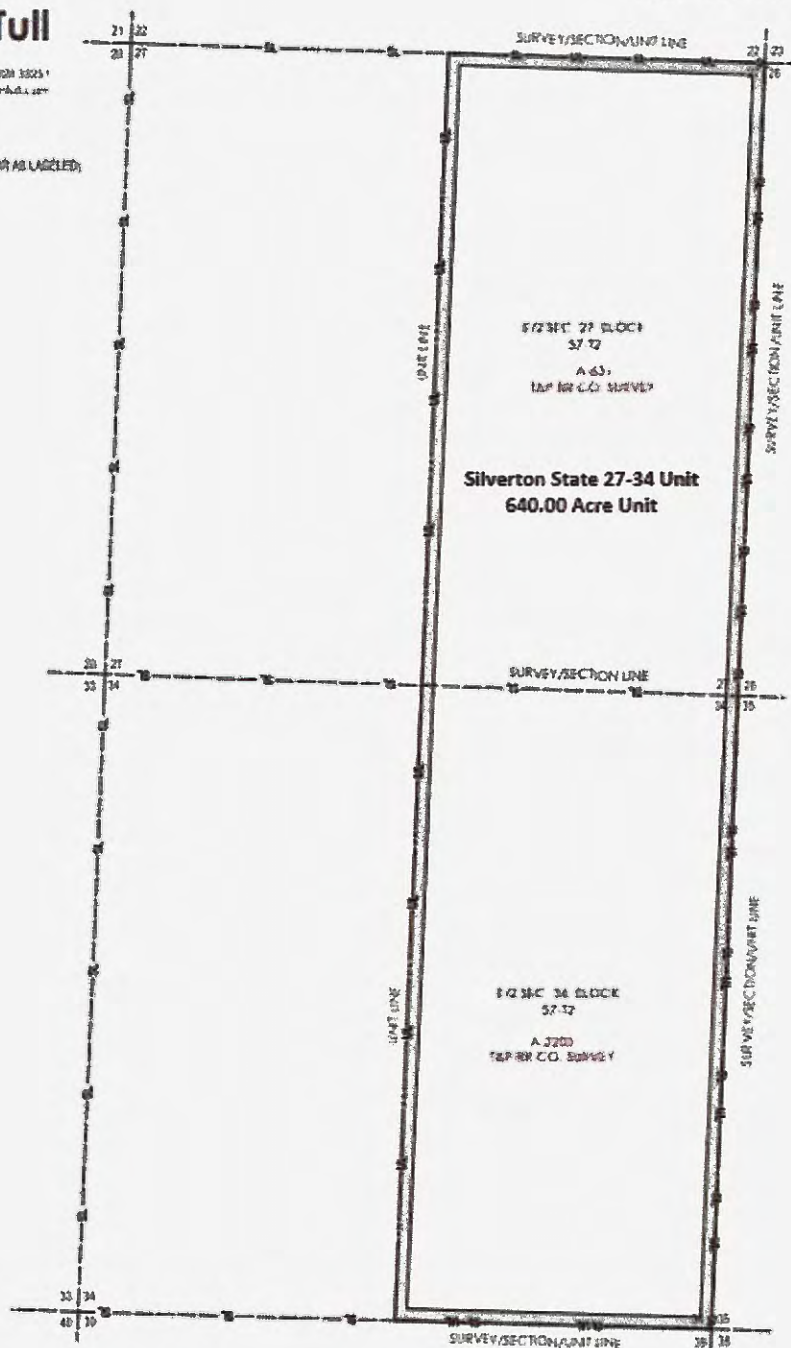
Crafton Tull
Surveying

301 100 ASH AVE SUITE 100
DALLAS, TEXAS 75244

LEGEND

- UNIT LINE
- SURVEY/SECTION LINE (OR AS LABELED)
- TRACT LINE

REEVES COUNTY, TEXAS



UNIT DESCRIPTION (SILVERTON STATE 57-T2-27X34 UNIT)

THE EAST HALF OF SECTION 27, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 631, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS, AND THE EAST HALF OF SECTION 34, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 2200, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS.

325 4

**POOLING AGREEMENT
CIMAREX ENERGY CO.
SILVERTON STATE 27-34 UNIT
GLO UNIT NO. 11926
REEVES COUNTY, TEXAS**

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Cimarex Energy Co., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend from the top of the Bone Spring formation being the stratigraphic equivalent of 6,570' true vertical depth to the base of the Wolfcamp formation being the stratigraphic equivalent of 12,850' true vertical depth, as seen on the August 26, 1982 Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API 42-389-31270) in order to test the Bone Spring and Wolfcamp formations underlying the surface boundaries of the pooled unit ("unitized interval").

POOLING AND EFFECT:

4.

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

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the

boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres. Depths, if held, will be set out in the State Leases included in Exhibit "A" of this Agreement.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640.00 acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit

described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this Pooling Agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of August 2, 2022.

TERM:

8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, if a unit well is not spud on or before August 2, 2023, this agreement will automatically terminate on that date and if the first unit well is timely spud and this Pooling Agreement is maintained in force and effect, a second unit well must be spud on or before August 2, 2024, or effective on that date, the pooled unit will be reduced in size from 640.00 acres to 320.00 acres around the first unit well as shown on the plat attached as Exhibit "D". If a second well is not timely spud, Lessee will notify the General Land Office within two (2) weeks. Once actual drilling operations have been commenced on a well, Lessee shall continue operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar

circumstances. To prevent physical and economic waste, subject to the terms and provisions of the Leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

All of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, is currently subject to that certain Pooling Agreement by and between the Commissioner of the General Land Office, on behalf of the State of Texas, the owners of the soil, and Gulf Oil Corporation and Atlantic Richfield Company, as predecessors in interest of BPX Operating Company, for the Randolph-State Gas Unit dated effective October 30, 1974, covering all depths below 4,000' beneath the surface. For the avoidance of doubt, the Randolph-State Gas Unit is still in full force and effect, and will continue to encompass the entirety of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' below the surface until such time as Cimarex Energy Co., as Operator, of the Silverton State 27-34 Unit obtains production of a Silverton State 27-34 unit well. Once Cimarex obtains production from the first Silverton State 27-34 unit well, the Randolph-State Gas Unit will, in accordance with that certain First Amendment of Pooling Agreement dated effective August 2, 2022, automatically contract to cover only the W/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' beneath the surface. Consequently, from the date of first production of the first Silverton State 27-34 unit well forward, the E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths in the unitized interval defined in this Agreement, will only be subject to the Silverton State 27-34 Unit, and shall be operated and developed in accordance with the terms of this Agreement.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

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

[Signature Pages Follow]



Date Executed 10-25-22

STATE OF TEXAS

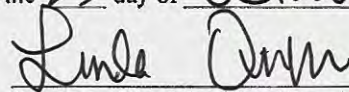
Content MB
Min. Leasing DBO
Legal MB


MARK A. HAVENS, DEPUTY COMMISSIONER/CHIEF CLERK
TEXAS GENERAL LAND OFFICE

CERTIFICATE

I, Linda Quintanilla, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of August 2022, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 25 day of October, 2022.


Secretary of the School Land Board

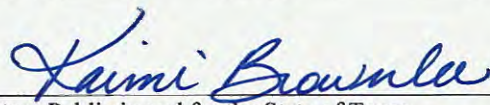
Date Executed September 27, 2022

CIMAREX ENERGY CO.

By:  *cg*
Printed: Bradley Cantrell *dep*
Its: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 27, 2022, by Bradley Cantrell,
as Attorney-in-Fact for Cimarex Energy Co., a Delaware company
on behalf of said company.


Notary Public in and for the State of Texas

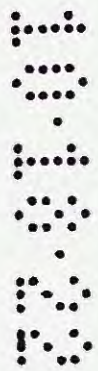


EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silverton State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

I. OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE:

1. Lessor: State of Texas, acting by and through its agent, A.T. Randolph et al.
Original Lessee: Joseph B. Ruppe
Lease Number: MF-048344
Date: August 9, 1957
Recording: Volume 177, Page 407, DR of Reeves County, Texas
Legal Description: N/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less
2. Lessor: State of Texas, acting by and through its agent, A.T. Randolph et al.
Original Lessee: William W. Campbell
Lease Number: MF-040133
Date: January 21, 1953
Recording: Volume 151, Page 58, DR of Reeves County, Texas
Legal Description: S/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less, along with additional lands not subject to this Agreement

II. OIL AND GAS INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE:

Interest Owner: Prize Energy Resources, Inc. (as converted from Prize Energy Resources, L.P.)
Description: All of Section 27, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 640.00 acres, more or less
Recording: Volume 655, Page 147, OPR of Reeves County, Texas

III. NON-PARTICIPATING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE:

Interest Owner: Texas Pacific Resources LLC (formerly Texas Pacific Land Trust)
Legal Description: NE/4 and S/2 of Section 27, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 480.00 acres, more or less
Recording: Volume 164, Page 32, DR, as pooled (b/w mineral owner and NPRI owner) Volume 1204, Page 532, OPR, as assigned Document #2021000201, OPR of Reeves County, Texas

IV. NON-EXECUTIVE MINERAL INTEREST(S) OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silvertown State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

DESCRIPTION OF LANDS

E/2 of Sections 27 and 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 640.00 acres more or less, being comprised of:

- TRACT 1:** All of the east one-half (E/2) of Section 27, Block 57, Township 2, T&P RR Co. Survey, Abstract 631, Reeves County, Texas, containing 320.00 acres, more or less;
- TRACT 2:** All of the northeast quarter (NE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less;
- TRACT 3:** All of the southeast quarter (SE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less.

END OF EXHIBIT "B"



Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silverton State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

LEGEND:
 ▲ = SECTION CORNERS LOCATED
 ○ = LEASE CORNER

SECTION 31, BLOCK 57, T2, T&P RR Co. SURVEY
 1/2" Iron Rod NAD 83
 N: 10645062.74
 E: 1170542.96
 NAD 27
 N: 803385.28
 E: 874081.89

SECTION 32, BLOCK 57, T2, T&P RR Co. SURVEY
 Lease Corner NAD 83
 N: 10645069.19
 E: 1170798.14
 NAD 27
 N: 803321.72
 E: 876738.87

SECTION 33, BLOCK 57, T2, T&P RR Co. SURVEY
 1" Iron Pipe NAD 83
 N: 10645033.64
 E: 1170683.32
 NAD 27
 N: 803258.16
 E: 879391.97

SECTION 34, BLOCK 57, T2, T&P RR Co. SURVEY
 1" Iron Pipe NAD 83
 N: 10640454.31
 E: 1175025.04
 NAD 27
 N: 797876.89
 E: 879164.39

SECTION 35, BLOCK 57, T2, T&P RR Co. SURVEY
 1" Iron Pipe NAD 83
 N: 10640454.31
 E: 1175025.04
 NAD 27
 N: 797876.89
 E: 879164.39

SECTION 36, BLOCK 57, T2, T&P RR Co. SURVEY
 1" Iron Pipe NAD 83
 N: 10635176.38
 E: 1175403.81
 NAD 27
 N: 792588.22
 E: 878942.26

SECTION 37, BLOCK 57, T2, T&P RR Co. SURVEY
 Lease Corner NAD 83
 N: 10635249.04
 E: 1172780.82
 NAD 27
 N: 792671.90
 E: 876288.31

SECTION 38, BLOCK 57, T2, T&P RR Co. SURVEY
 Lease Corner NAD 83
 N: 10635249.04
 E: 1172780.82
 NAD 27
 N: 792671.90
 E: 876288.31

SECTION 39, BLOCK 57, T2, T&P RR Co. SURVEY
 Lease Corner NAD 83
 N: 10635249.04
 E: 1172780.82
 NAD 27
 N: 792671.90
 E: 876288.31

SECTION 40, BLOCK 57, T2, T&P RR Co. SURVEY
 1/8" Iron Rod NAD 83
 N: 10635321.70
 E: 117017.83
 NAD 27
 N: 792744.57
 E: 873656.37

SECTION 27, BLOCK 57, T2, T&P RR Co. SURVEY
 A-637
 1/2" Iron Rod NAD 83
 N: 10645062.74
 E: 1170542.96
 NAD 27
 N: 803385.28
 E: 874081.89

SECTION 34, BLOCK 57, T2, T&P RR Co. SURVEY
 A-2208
 1/2" Iron Rod NAD 83
 N: 10635321.70
 E: 117017.83
 NAD 27
 N: 792744.57
 E: 873656.37

UNIT BOUNDARY BREAKDOWN

Unit	Acres
1	1.320
2	1.160
3	1.160
TOTAL	3.640

(Acreage Supplied by Cimarex Energy Co.)

NOTES:
 1. Basis of Bearings is True and Magnetic Projection with a true Meridian of North 118° 15' 40" W.
 2. All bearings, distances & areas shown are correct.
 3. All acreage and surveying data are correct as shown on this plat.
 4. All acreage and surveying data are correct as shown on this plat.
 5. All acreage and surveying data are correct as shown on this plat.

CIMAREX ENERGY CO.
 EXHIBIT "C" ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT FOR THE CIMAREX ENERGY CO. OPERATED SILVERTON STATE 27-34 UNIT (GLO UNIT NO. 119266) A POOLED UNIT, COMPRISING 640.00 ACRES, MORE OR LESS, BEING A PORTION OF SECTIONS 27 & 34, BLOCK 57, T2, T&P RR Co. SURVEY, REEVES COUNTY, TEXAS

UNITAH
 Regional Office • 600 US Highway 385 N
 Seminole, TX 79768 • (432) 955-1600
 Corporate Office • 85 South 200 East
 Vernal, UT 84078 • (435) 789-1017

LEGEND:

- ▲ - SECTION CORNERS LOCATED
- - LEASE CORNER

UNIT BOUNDARY BREAKDOWN	
#1	±320 ACRES
#2	±160 ACRES
#3	±160 ACRES
TOTAL	±640 ACRES
(Acreage Supplied by Cimarex Energy Co.)	

Potential Single Well Development-
Retained Pooled Unit: 320.00 Acres

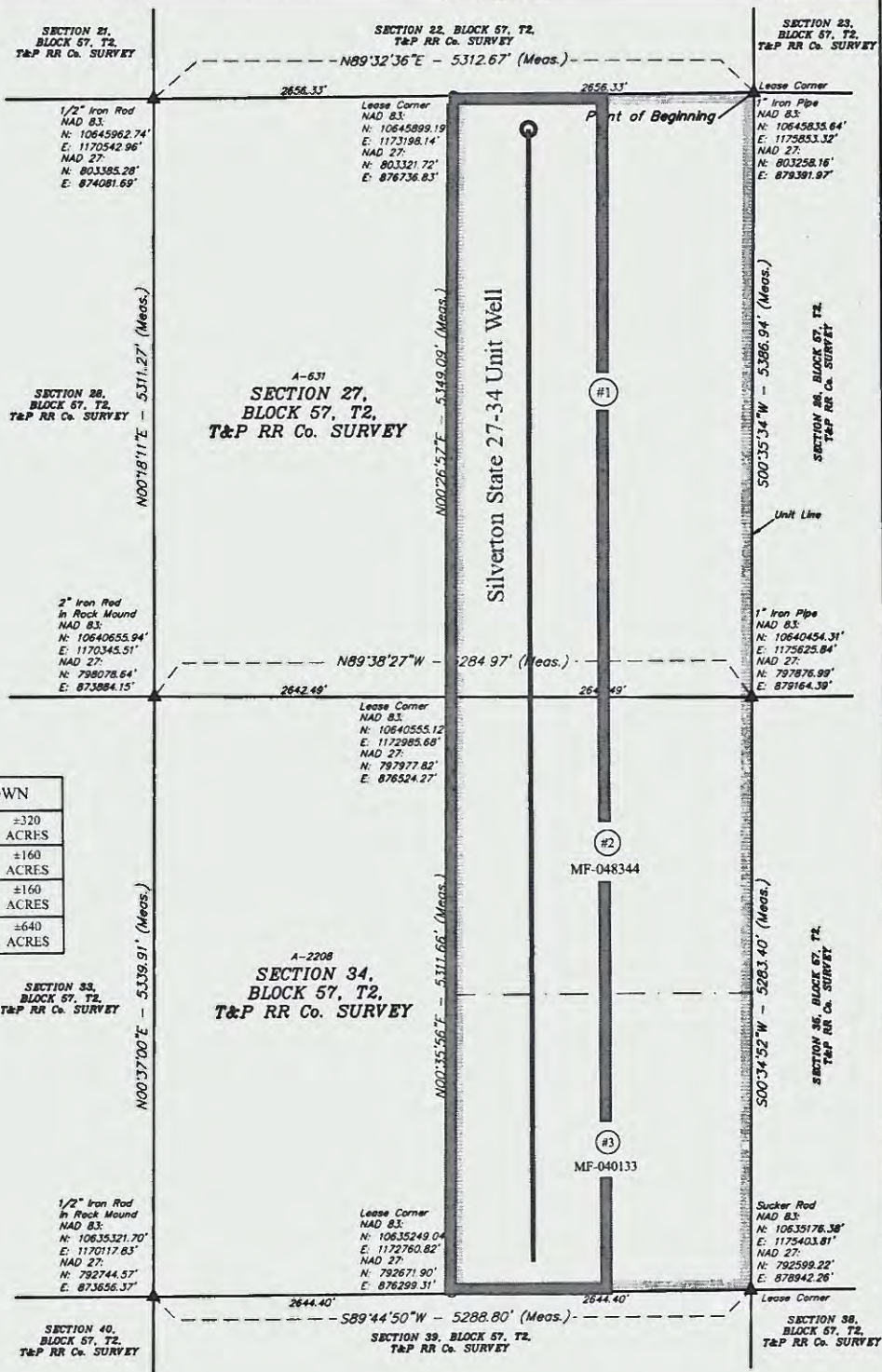


NOTES:

- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- All bearings, distances & areas shown are Surface Measure.
- Utah Engineering and Land Surveying does not attest to the validity of data/documents furnished by others.
- Coordinates shown are Texas Coordinate System Central Zone, U.S. Feet.



UELS, LLC
Regional Office • 606 US Highway 385 N
Seminole, TX 79360 • (432) 955-6100
Corporate Office • 85 South 200 East
Vernal, UT 84078 • (435) 789-1017



CERTIFICATE
THIS IS TO CERTIFY THAT THIS EXHIBIT PLAT AND THE
ACTUAL SURVEY OF THE LAND UPON WHICH IT IS
BASED WAS SUPERVISED BY ME UNDER MY DIRECT
SUPERVISION AND THAT THE INFORMATION PROVIDED BY
CLIENT AND/OR OTHER AGENTS, AND THAT IT IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF.

PAUL S. BUCHELE
6673
TBPUS Firm No. SURV 094 09-29-22

REV 2 09-29-22 D.J.S. (UPDATE TRACTS)

CIMAREX ENERGY CO.

EXHIBIT "D" ATTACHED TO AND MADE A
PART OF THAT CERTAIN POOLING AGREEMENT
FOR THE CIMAREX ENERGY CO. OPERATED
SILVERTON STATE 27-34 UNIT (GLO UNIT NO. 11926),
A POOLED UNIT, CONTAINING 640.00 ACRES, MORE OR LESS,
BEING A PORTION OF SECTIONS 27 & 34, BLOCK 57, T2,
T&P RR Co. SURVEY, REEVES COUNTY, TEXAS

SURVEYED BY	C.H. DB	08-03-22	SCALE
DRAWN BY	D.J.S.	09-06-22	1" = 1000'
EXHIBIT "D"			

File No. MF040133

Reeves County

Pooling Agreement 11926 Silverton State

27-34 Unit Date Filed: 11-8-2022

George P. Bush, Commissioner

By M. B.

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA220103

Unit Number 11925
Operator Name BPX Operating Company
Customer ID C000046383
Unit Name Randolph - State Gas Unit (929)
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.06250000
State Part in Unit 1.00000000
Unit Depth Specified Depths
From Depth 4000
To Depth
Well
Formation
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks
Effective Date
Unitized For Gas
Unit Term
Old Unit Number **Inactive Status Date**

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
MF040133		162.660000	325.327000	0.49998924	O/G	0.06250000	0.03124933	No
MF048344		162.667000	325.327000	0.50001076	O/G	0.06250000	0.03125067	No

API Number

Remarks:

This unit will be effective at first production of the Cimarex Energy Co. Silverton State 27-34 Unit.

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

08/02/2022

08/02/2022

08/02/2022

06/07/2023

08/02/2022

Pooling Committee Report

To: School Land Board

UPA220103

Date of Board Meeting: 08/02/2022

Unit Number: 11925

Effective Date:

Unit Expiration Date:

Applicant: BPX Operating Company

Attorney Rep:

Operator: BPX Operating Company,

Unit Name: Randolph - State Gas Unit (929)

Field Name: WOLFBONE (TREND AREA)

County: Reeves

<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>
RAL	MF040133	0.06250000	01/21/1963	10 years	320.000000	162.660000	0.03124933
RAL	MF048344	0.06250000	08/09/1962	5 years	320.000000	162.667000	0.03125067

Private Acres:	0.000000
State Acres:	325.327000
Total Unit Acres:	325.327000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	100.00%
<u>State Net Revenue Interest:</u>	6.25%

<u>Unit Type:</u>	<u>Unitized for:</u>
Standard	Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	

Working File Number: UPA220103

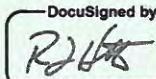
REMARKS:

- BPX Operating Company is requesting to amend the Randolph - State Gas Unit which was approved by the School Land Board on October 30, 1974.
- The applicant is requesting to reduce the unit from 645.32 acre to 325.327 acres.
- The reduction in acreage will be effective on the date of first production for the Cimarex Energy Company Silverton State 27-34 Unit.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the amended Randolph - State Gas Unit under the above-stated provisions.

DocuSigned by:



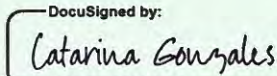
BC1630CF0F2E4D3...

General Land Office

7/21/2022

Date

DocuSigned by:



EE8EAT9C5EF64CC...

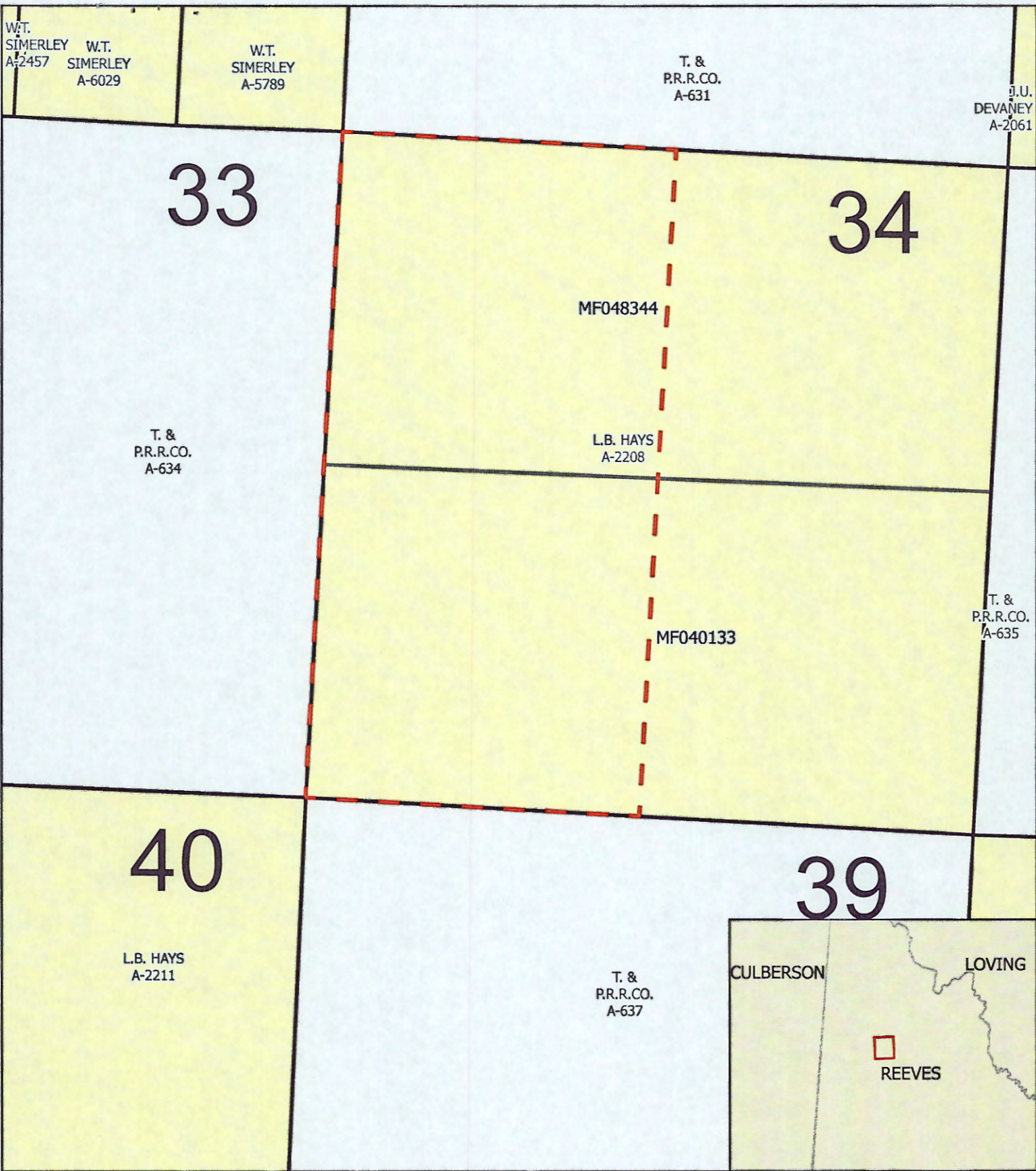
Office of the Governor

7/27/2022

Date

Office of the Governor

Date



Unit 11925
BPX Operating Company
Randolph State Gas Unit (929)
Phantom (Wolfcamp)
Reeves County, Texas

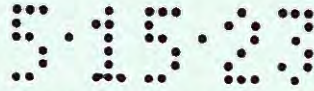
0 350 700 1,400
Feet



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:
Mark Conway
Geospatial Technology Services
August 2022



**AMENDMENT OF POOLING AGREEMENT
RANDOLPH STATE GAS UNIT
GLO UNIT NO. 11925
(FORMER UNIT NO. 929)
REEVES COUNTY, TEXAS**

WHEREAS, on October 30, 1974, the application for the Randolph State Gas Unit ("Unit") was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Gulf Oil Corporation, Atlantic Richfield Company and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of October 30, 1974 ("Agreement"), to pool certain State lands into the Unit, which covers 640 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-040133; and

WHEREAS, BPX Operating Company ("BPX") is the current operator of the Randolph State Gas Unit; and

WHEREAS, BPX made application and, at its regular meeting on August 2, 2022, the School Land Board approved its application to reduce the unit from 645.32 acres to 325.327 acres, as contained and provided in Agreement's Exhibit "A" and Exhibit "B"; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of ten U.S. Dollars (\$10.00), the premises and the mutual agreements contained in this Amendment of Pooling Agreement, it is agreed that Exhibit "A" and Exhibit "B" of the Agreement are hereby amended, deleting in their entirety, and amending and replacing them with the Amended Exhibit "A", Exhibit "B" and Exhibit "C" attached to this Agreement.

This Amendment shall in all other respects remain subject to the terms and provisions of the Agreement.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of

5.15.23

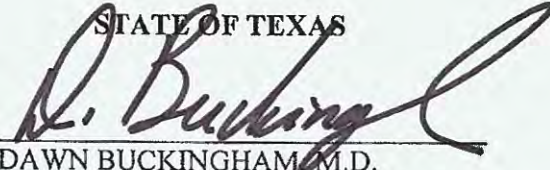
land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of the date of first production for the Cimarex Energy Co. Silverton State 27-34 Unit (GLO Unit 11926).

[Signature pages to follow]

Date Executed 5/16/2023

STATE OF TEXAS

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Approved:

leas. DBO

cont. MB

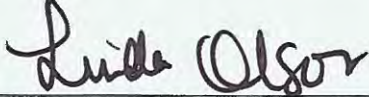
legal MO

exec. MB

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on August 2nd, 2022, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 26 day of May, 2023


Secretary of the School Land Board

5.15.23

Date Executed:

11/30/2022

BPX OPERATING COMPANY

By:

[Signature]

Printed:

Mindy Johnson

Its:

Attorney-in-Fact

STATE OF COLORADO

§

COUNTY OF DENVER

§

§

This instrument was acknowledged before me this 30th day of November, 2022, by Mindy Johnson as Attorney-In-Fact of BPX Operating Company, a Texas Corporation, acting on behalf of said Corporation.

NICHOLE ROTHE

Notary Public

State of Colorado

Notary ID # 20184042789

My Commission Expires 11-01-2026

[Signature]

Notary Public in and for the State of Colorado

Printed Name: Nichole Rothe

My Commission Expires: November 1, 2026

51523

EXHIBIT A

LESSOR: A. T. Randolph, et al., individually and as agents for the State of Texas
LESSEE: Joseph B. Ruppe
DATE: August 9, 1957
RECORDING: Volume 177, Page 407 of the Deed Records of Reeves County, Texas
LANDS COVERED: INSOFAR AND ONLY INSOFAR as the lease applies to the Northwest
162.6635 acres of Section 34, Block 57, T-2, T & P RR Co. Survey Reeves
County, Texas.

LESSOR: A. T. Randolph, et al.
LESSEE: William W. Campbell, of Brandon Hotel, Pecos, Texas
DATE: January 21, 1953
RECORDING: Volume 151, Page 58 of the Deed Records of Reeves County, Texas
LANDS COVERED: INSOFAR AND ONLY INSOFAR as the lease applies to the Southwest
162.6635 acres of Section 34, Block 57, T-2, T & P RR Co. Survey Reeves
County, Texas.

5-15-23

EXHIBIT B

Unit Legal Description:

The West 325.327 acres of Section 34, Block 57, T-2, T & P RR Co. Survey Reeves County, Texas.

EXHIBIT C

1000 Lodgeman Dr.
Conway, Arkansas 72034

Crafton Tull
surveying

501.328.3316 • 501.328.3325 f
www.craftontull.com

REEVES COUNTY, TEXAS

LEGEND

— UNIT LINE

— SURVEY/SECTION/UNIT LINE (OR AS LABELED)

— TRACT LINE

GRID NORTH (NAD 83)
TEXAS CENTRAL ZONE



UNIT DESCRIPTION (RANDOLPH STATE GAS UNIT NO. 11925):
THE WEST HALF OF SECTION 34, BLOCK 57, TOWNSHIP 3, RANGE 4E, SURVEY, REEVES COUNTY, TEXAS.

UNIT CORNERS

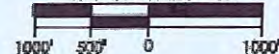
LOCATION	DESCRIPTION	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)
NE CORNER OF SEC. 34	CALCULATED	31.8505568° N	103.0654470° W	1084086.29	1172855.52
SE CORNER OF SEC. 34	CALCULATED	31.7892809° N	103.0611192° W	1083320.87	1172780.06
SW CORNER OF SEC. 34	10° BEAR	31.7850831° N	103.0640281° W	1083321.77	1170117.87
NW CORNER OF SEC. 34	2° PFE	31.8506879° N	103.0654470° W	1084086.55	1170545.58



CONTACT INFORMATION

Brad G. Russell
Crafton Tull
(501) 328-3316
1000 Lodgeman Dr.
Conway, AR 72034

GRAPHIC SCALE IN FEET



SPECIAL NOTES

1. THE LOCATION (OR AS LABELED) IS (AS SHOWN HEREIN) ARE BASED ON RECONSTRUCTED VISUAL EVIDENCE (e.g., LOCATIONS OF UNDERGROUND UTILITIES) OR STRUCTURES (e.g., BARRIERS, SIGNAGE, ETC.) WHICH ARE NOT NEARLY AS ACCURATE AS SURVEYING METHODS. THE LOCATION OF THE UNIT CORNERS IS BASED ON THE LOCATION OF THE UNIT CORNERS AS LABELED ON THE SURVEY MAP. THE LOCATION OF THE UNIT CORNERS IS BASED ON THE LOCATION OF THE UNIT CORNERS AS LABELED ON THE SURVEY MAP. THE LOCATION OF THE UNIT CORNERS IS BASED ON THE LOCATION OF THE UNIT CORNERS AS LABELED ON THE SURVEY MAP.

2. PROJECT COORDINATE SYSTEM: TOWNSHIP 3 NORTH, RANGE 4E, SURVEY. NORTH: U.S. FEET. NORTHING BY GPS. EASTING BY GPS.

REVISION	BPX OPERATING COMPANY
1. PRELIMINARY PLAT 11/10/22	
2. FINAL PLAT 1/11/23	
3. NAME CHANGE 11/11/23	
4. ACRES 325.327	
SCALE: 1" = 100'	CHECKED BY: MFM
PLAT DATE: 6/17/2023	DRAWN BY: MFM
	APPROVED BY: MFM
	SHEET NO. 1 OF 1

File No. MF 040133

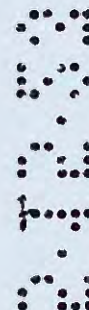
Pooling Agreement Reeves County

#11925 Randolph State Gas Unit (formerly Unit #929)

Date Filed: 06/01/2023

Commissioner Dawn Buckingham, M.D.

By: MLB





Information for processing an Internal Non Unit Transaction (iNut)
Surface Acreage

iNut No. 12746

GENERAL INFORMATION

Name of Well: Silverton State 34 # 101H

API # 42-389-40256

Name of Operator: Cimarex Energy Co.

RRC # 08-884635

Operator Contact Person: Cayla Gorski

Phone: _____

Counties: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED SURFACE ACREAGE

Lease Type	Unit/Lease No	Total Acreage	Unit or Lease Acreage	Unit or Lease Ryty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	MF040133	320	160	0.06250000	0.06250000	0.50000000	0.03125000
RAL	MF048344	320	160	0.06250000	0.06250000	0.50000000	0.03125000
Totals:						1.00000000	0.06250000
Effective Date: 12/01/2022							State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any: PSA 00542

Comments:

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: Jm Alamo updated by: Jm WI updated by: Jm

RAM approval by: UD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

INUT230001

Unit Number 12746
Operator Name Cimarex Energy Co. **Effective Date** 12/01/2022
Customer ID C000044010 **Unitized For** Oil And Gas
Unit Name Silverton State 34 # 101H **Unit Term**
County 1 Reeves **RRC District 1** 08 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.06250000
State Part in Unit 1.00000000
Unit Depth Specified Depths **Well**
From Depth **Formation**
To Depth **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
MF040133		160.000000	320.000000	0.50000000	O/G	0.06250000	0.03125000	No
MF048344		160.000000	320.000000	0.50000000	O/G	0.06250000	0.03125000	No

API Number
4238940256

Remarks: This iNut is related to PSA 00542.

Prepared By: Jm
GLO Base Updated By: Jm
RAM Approval By: JD
GIS By: RL
Well Inventory By: Jm

Prepared Date: 06/29/2023
GLO Base Date: 06/29/2023
RAM Approval Date: 06/29/2023
GIS Date: 6/30/23
WI Date: 06/29/2023

Pooling Committee Report

To: School Land Board

INUT230001

Date of Board Meeting:

Unit Number: 12746

Effective Date: 12/01/2022

Unit Expiration Date:

Applicant: Cimarex Energy Co.

Attorney Rep:

Operator: Cimarex Energy Co.

Unit Name: Silverton State 34 # 101H

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<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>
RAL	MF040133	0.06250000	01/21/1963	10 years	320.000000	160.000000	0.03125000
RAL	MF048344	0.06250000	08/09/1962	5 years	320.000000	160.000000	0.03125000

Private Acres:	0.000000
State Acres:	320.000000
Total Unit Acres:	320.000000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	100.00%
<u>State Net Revenue Interest:</u>	6.25%

<u>Unit Type:</u>	<u>Unitized for:</u>
iNut	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
No	

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 1-01H
Sharing Area Well- Cimarex Energy Co., Operator



File No. MF040133

46.

Reeves County

iNut 12.746-Silverton State 31#101H

Date Filed: 06/29/2023

Commissioner Dawn Buckingham, M.D.

By: Jm



MEMORANDUM

TEXAS GENERAL LAND OFFICE • COMMISSIONER DAWN BUCKINGHAM, M.D.

DATE: June 29, 2023 **PSA# 00542**

TO: School Land Board

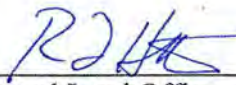
FROM: Pooling Committee

SUBJECT: Request from Cimarex Energy Co. to have the State enter into a Production Sharing Agreement for drilling of the Silverton State 34 # 101H well (API 42-389-40256) allocation well.

- **Cimarex Energy Co.** is the operator of the State Leases MF048344 and MF040133 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill allocation wells which cross State Lease MF048344 and MF040133.
- The State's participation in the sharing wells will be based on a formula calculating surface acreage within a rectangular area ("Sharing Area") drawn around the East half of Section 34 Block 57 Township 2 Reeves County.

POOLING COMMITTEE RECOMMENDATION:

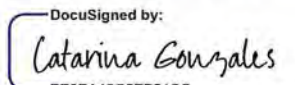
The Pooling Committee recommends Board approval of the Production Sharing Agreement.



General Land Office

06/08/23

Date

DocuSigned by:


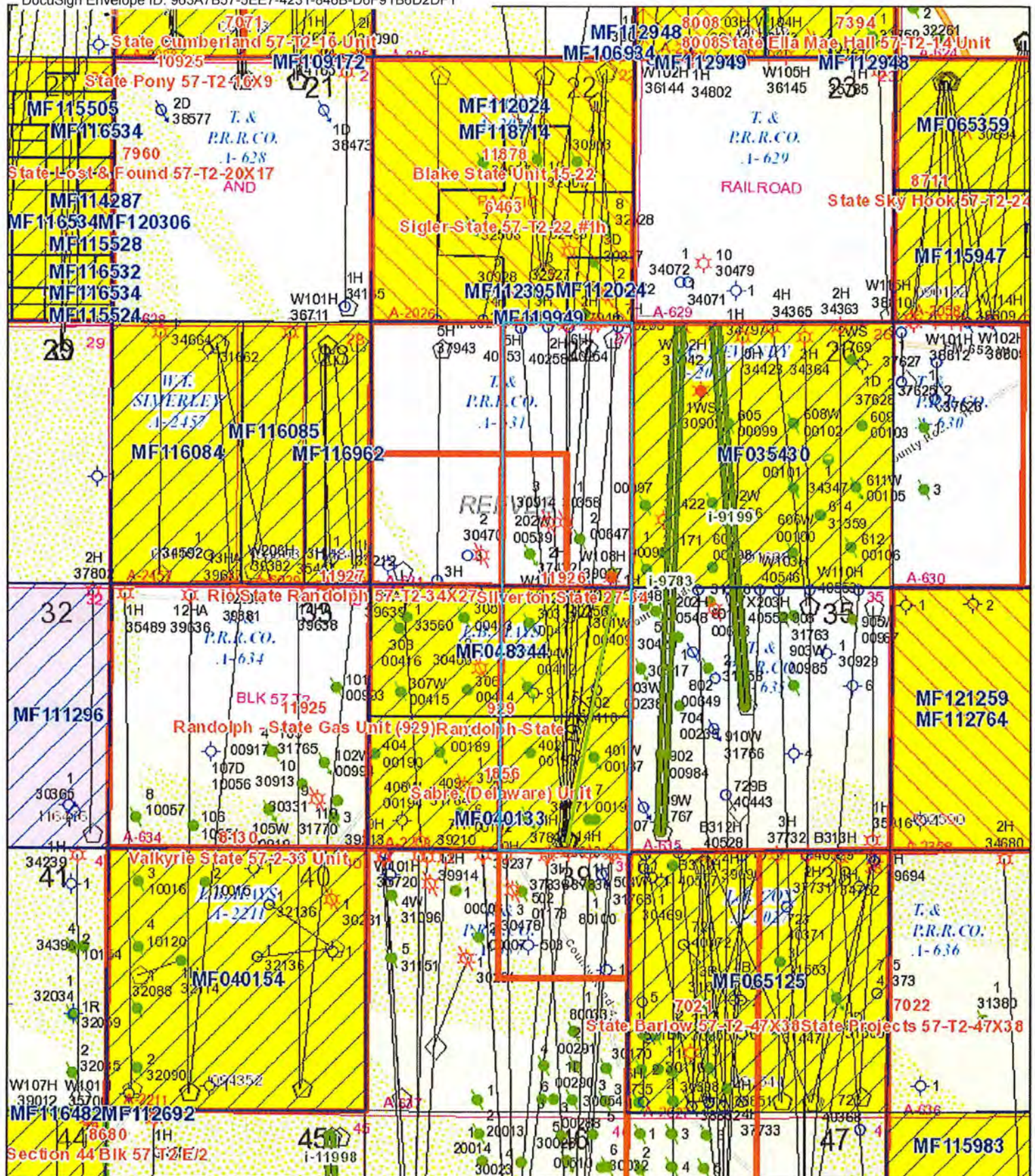
Office of the Governor

6/12/2023

Date

Office of the Governor

Date



GLO Land/Lease Mapping Viewer

Please review all copyright and disclaimer information from our webpage here, <https://www.glo.texas.gov/policy/index.html>. 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 boundaries of private and public land.



0 0.28 0.55 1.1 mi

PRODUCTION SHARING AGREEMENT
Silverton State 34 101H Sharing Area Well

STATE OF TEXAS §
 §
COUNTY OF REEVES §

This production sharing agreement ("Agreement"), dated effective as of May 1, 2023, ("Effective Date"), is between Cimarex Energy Co. ("Cimarex") and the undersigned parties to this Agreement (collectively, the "Interest Owners" and, individually, an "Interest Owner") who own an interest in the leasehold, minerals, royalties, and/or executive rights in or under the Lease(s) and/or the Sharing Area.

Whereas, Cimarex is an owner of the rights to those certain Oil and Gas Leases (the "Leases") described in Exhibit "A", attached hereto. The Leases cover and include lands within the tracts described in Exhibit "B" and are located, in whole or in part, within the area depicted and described in Exhibits "C" and "D," respectively, which covers 320.00 acres, more or less (the "Sharing Area"). For the purposes of this Agreement, the Sharing Area shall be further limited to cover only those depths within such area from the stratigraphic equivalent of 9,634' TVD to the stratigraphic equivalent of 12,850' TVD, both as seen on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API #: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

Whereas, Cimarex intends to drill and complete the so-called Silverton State 34 101H well (API#: 42-389-40256) in the Sharing Area.

Whereas, the parties desire to establish a calculation to allocate production from the Silverton State 34 101H well to the Sharing Tracts in the Sharing Area.

Now, therefore, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cimarex and the undersigned Interest Owner(s) agree to the following:

1) Production Sharing Calculation.

a) Silverton State 34 101H well

If Cimarex completes the Silverton State 34 101H well, Cimarex shall allocate production from that well to each Sharing Tract using the allocation factor below:

Sharing Tract	Allocation Factor
1	0.50
2	0.50

2) Effect of Sharing Wells. Operations on or production from the Sharing

Well will be considered operations on or production from the associated Sharing Tracts. Cimarex shall pay royalties under the terms of the Leases on the share of production as calculated in Section 1 of this Agreement.

- 3) Definitions. For purposes of the Agreement, the following definitions apply:

“Sharing Well” is the Silverton State 34 101H.

“Sharing Tract” means either of the tracts of land identified and described in Exhibit “B” as Sharing Tracts 1 and 2, both of which comprise and are located within the Sharing Area depicted and described in Exhibits “C” and “D” of this Agreement.

- 4) Surface Use. Interest Owners grant Cimarex easements (including subsurface easements) and right-of ways (including all reasonable ingress and egress rights) on, in, and under the Leases associated with the Sharing Wells, including easements and right-of ways for:

- a. Drilling, deepening, reworking, replacing, recompleting, maintaining, or conducting operations in the search or production of oil or gas associated with the Sharing Well;
- b. Laying, maintaining, and replacing pipelines and roads;
- c. Gathering, storing, transporting, and treating hydrocarbons; and
- d. Constructing and maintaining production facilities and infrastructure associated with or convenient for the operation of any Sharing Well.

- 5) Offset Obligations. A Sharing Well does not create any offset obligations under a lease in or adjacent to the Sharing Area. This Agreement constitutes a complete protection of Interest Owners’ correlative rights.

- 6) Proration Unit. Cimarex may assign a proration unit to the Sharing Well for retained acreage purposes, that shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L = A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the area retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. $(0.032 \times 4500 \text{ feet} = 144 \text{ acres, which rounds up to 160 acres})$; furthermore, if more acreage is required than is provided for above in order to obtain the maximum allowable under special field rules for the permitted or producing interval or intervals, upon written approval from the GLO, such number of acres that are required to obtain the maximum allowable as required by the special field rules as approved by the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction.

- 7) Other Wells. The terms of this Agreement shall only apply to Sharing Wells. It is understood that any vertical oil or gas wells, and any multi-section horizontal oil or gas wells not constituting a Sharing Well hereunder, may now, or in the future, be located within the acreage covered by the Sharing Area. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas wells, or multi-section horizontal oil or gas wells not constituting a Sharing Well hereunder. For the avoidance of doubt, this Agreement explicitly excludes the following wells: Silverton State 27-34 Unit A 1H (API #: 42-389-40257), Silverton State 27-34 Unit B 2H (API #: 42-389-40258), Silverton State 27-34 Unit C 3H (API #: 42-389-40259), Silverton State 27-34 Unit D 4H (API #: 42-389-40260), Silverton State 27-34 Unit E 5H (API #: 42-389-40253), Silverton State 27-34 Unit F 6H (API #: 42-389-40254), Silverton State 27-34 Unit G 7H (API #: 42-389-40255), Courthouse 57-27 1H (API #: 42-389-34448), and Rio State Randolph 57-T2-34 1H (API #: 42-389-34164).
- 8) Other Agreements. All of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, is currently subject to that certain Pooling Agreement by and between the Commissioner of the General Land Office, on behalf of the State of Texas, the owners of the soil, and Gulf Oil Corporation and Atlantic Richfield Company, as predecessors in interest of BPX Operating Company, for the Randolph-State Gas Unit (GLO Unit No. 11925, Former Unit No. 929) dated effective October 30, 1974, covering all depths below 4,000' beneath the surface. The Randolph-State Gas Unit is still in full force and effect, and will continue to encompass the entirety of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' beneath the surface until such time as Cimarex Energy Co., as Operator, of the Silverton State 27-34 Unit (GLO Unit No. 11926) obtains production of a Silverton State 27-34 Unit well. Once Cimarex obtains production from the first Silverton State 27-34 Unit well, the Randolph-State Gas Unit will, in accordance with that certain First Amendment of Pooling Agreement dated effective August 2, 2022, automatically contract to cover only the W/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' beneath the surface. Consequently, from the date of first production of the first Silverton State 27-34 Unit well forward, the E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths in the unitized interval defined in that certain Pooling Agreement for the Cimarex Energy Co. Silverton State 27-34 Unit, will then be subject to the Silverton State 27-34 Unit, and shall be operated and developed in accordance with the terms of that agreement for the wells governed by it.

Notwithstanding the forgoing, if the Silverton State 34 101H begins producing prior to the Silverton State 27-34 Unit wells, then all royalties for the Silverton State 34 101H shall be paid in accordance with Section 1 of this Agreement, and will NOT be subject to the Randolph-State Gas Unit.

- 9) Counterparts. The parties may sign this Agreement in one or more

counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

- 10) Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assignees.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement pages to follow]

CIMAREX ENERGY CO.

Dated this _____ day of _____, 2023

By: (Signature) _____

By: (Printed Name) Bradley Cantrell, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

§

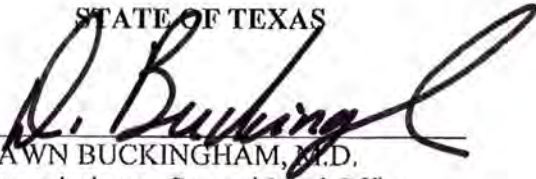
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this _____ day of _____, 2023, by Bradley Cantrell, acting as Attorney-in-Fact, for Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

Date Executed 7/8/23

STATE OF TEXAS

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Approved:

leas. ^{DB} DBO

cont. ^{DB} MB

legal ^{DB} me

exec. ^{DB} me

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on June 29th, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 18 day of July, 2023

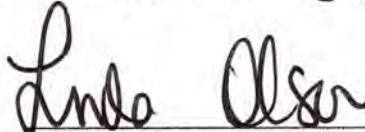

Secretary of the School Land Board

EXHIBIT "A"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well – Cimarex Energy Co., Operator

OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. Interest Owners: State of Texas, acting by and through its agent, A.T. Randolph et al.
 Original Lessee: Joseph B. Ruppe
 Lease Number: MF-048344
 Date: August 9, 1957
 Recording: Volume 177, Page 407, DR of Reeves County, Texas
 Legal Description: N/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less

2. Interest Owners: State of Texas, acting by and through its agent, A.T. Randolph et al.
 Original Lessee: William W. Campbell
 Lease Number: MF-040133
 Date: January 21, 1953
 Recording: Volume 151, Page 58, DR of Reeves County, Texas
 Legal Description: S/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less, along with additional lands not subject to this Agreement

NON-PARTICIPATING ROYALTY INTEREST(S), NON-EXECUTIVE MINERAL INTEREST(S), OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well– Cimarex Energy Co., Operator

DESCRIPTION OF LANDS:

E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less, being comprised of:

TRACT 1: All of the northeast quarter (NE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less;

TRACT 2: All of the southeast quarter (SE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less.

END OF EXHIBIT "B"

EXHIBIT "C"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well- Cimarex Energy Co., Operator

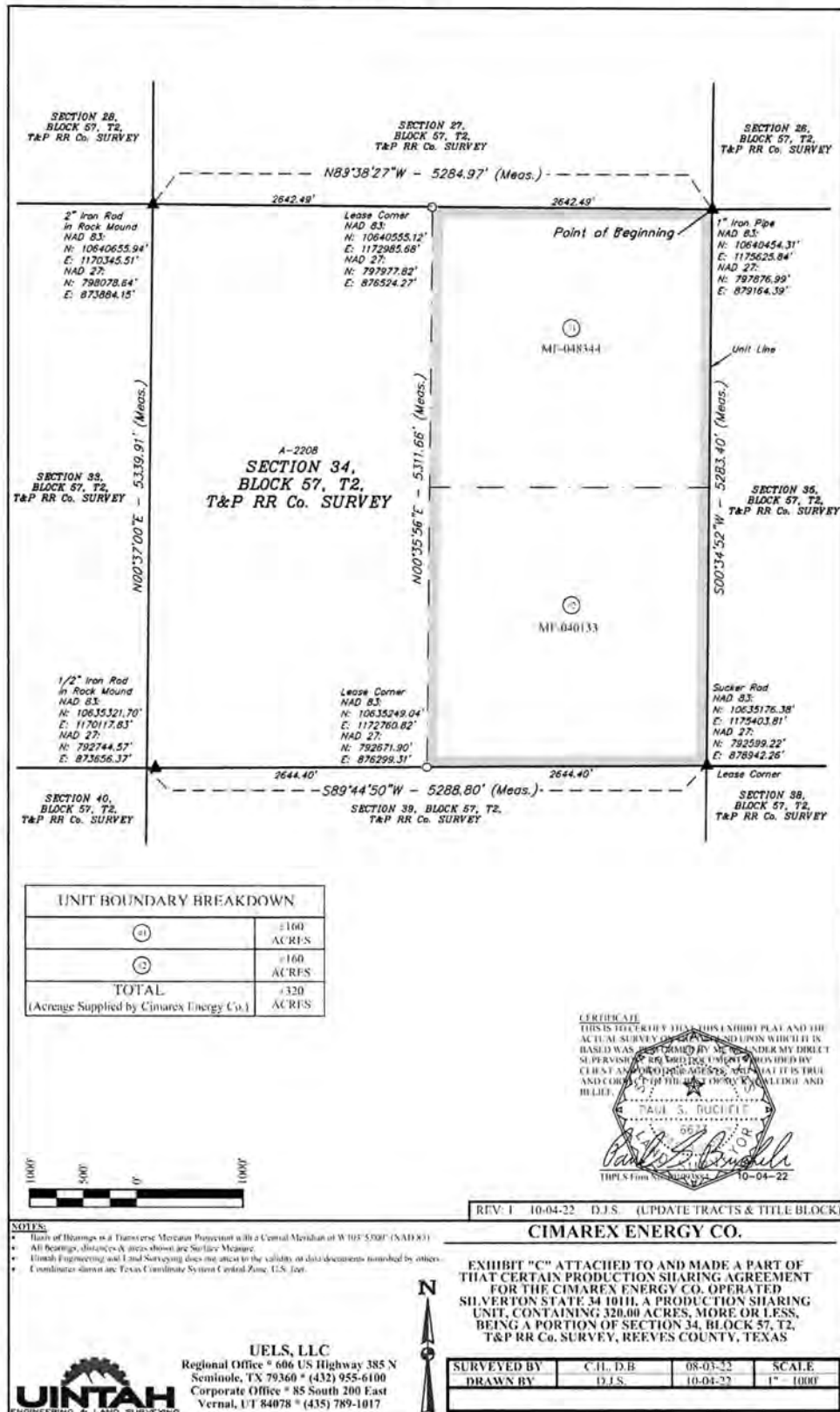


EXHIBIT "D"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well- Cimarex Energy Co., Operator



UELS, LLC

Regional Office * 606 US Hwy 385 N
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

**EXHIBIT "D" ATTACHED TO AND MADE A PART
OF THAT CERTAIN PRODUCTION SHARING AGREEMENT FOR THE CIMAREX
ENERGY CO. OPERATED SILVERTON STATE 34 101H, A PRODUCTION SHARING
UNIT, CONTAINING 320.00 ACRES, MORE OR LESS, BEING A PORTION OF
SECTION 34,
BLOCK 57, T2, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS**

BEING A $\pm$ 320 ACRES (SUPPLIED BY CIMAREX ENERGY CO.) TRACT,
MORE OR LESS, AND BEING A PORTION OF SECTION 34, BLOCK 57, T2, T&P RR Co.
SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

COMMENCING AT A 2" IRON ROD IN ROCK MOUND, BEING THE
NORTHWEST CORNER OF SAID SECTION 34; THENCE S89°38'27"E 5284.97' FEET
ALONG THE NORTH LINE OF SAID SECTION 34 TO A 1" IRON PIPE, BEING THE
NORTHEAST CORNER OF SAID SECTION 34, ALSO BEING THE NORTHEAST LEASE
CORNER, ALSO BEING THE **POINT OF BEGINNING**;

THENCE S00°34'52"W 5283.40 FEET ALONG THE EAST LINE OF SAID SECTION
34 TO A SUCKER ROD, BEING THE SOUTHEAST CORNER OF SAID SECTION 34,
ALSO BEING THE SOUTHEAST LEASE CORNER;

THENCE S89°44'50"W 2644.40 FEET ALONG THE SOUTH LINE OF SAID
SECTION 34 TO THE SOUTHWEST LEASE CORNER;

THENCE N00°35'56"E 5311.66 FEET TO A POINT ON THE NORTH LINE OF SAID
SECTION 34, ALSO BEING THE NORTHWEST LEASE CORNER;

THENCE N89°38'27"E 2642.49 FEET ALONG THE NORTH LINE OF SAID
SECTION 34 TO THE **POINT OF BEGINNING** AND CONTAINING $\pm$ 320 ACRES
(ACREAGE SUPPLIED BY CIMAREX ENERGY CO.) MORE OR LESS.

END OF EXHIBIT "D"

Production Sharing Agreement #00542
File No. MF040133
Reeves County
Silverton State 34 101H
Date Filed: 07/26/2023
Commissioner Dawn Buckingham, M.D.
By: M&B

**POOLING AGREEMENT
CIMAREX ENERGY CO.
SILVERTON STATE 27-34 UNIT
GLO UNIT NO. 11926
REEVES COUNTY, TEXAS**

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Cimarex Energy Co., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

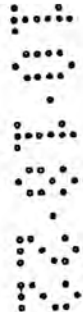
The mineral pooled ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend from the top of the Bone Spring formation being the stratigraphic equivalent of 6,570' true vertical depth to the base of the Wolfcamp formation being the stratigraphic equivalent of 12,850' true vertical depth, as seen on the August 26, 1982 Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API 42-389-31270) in order to test the Bone Spring and Wolfcamp formations underlying the surface boundaries of the pooled unit ("unitized interval").

POOLING AND EFFECT:

4.

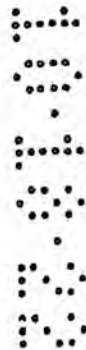
The parties hereto commit all their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following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

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the



boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres. Depths, if held, will be set out in the State Leases included in Exhibit "A" of this Agreement.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640.00 acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit



described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this Pooling Agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of August 2, 2022.

TERM:

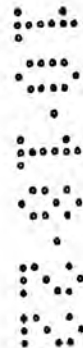
8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, if a unit well is not spud on or before August 2, 2023, this agreement will automatically terminate on that date and if the first unit well is timely spud and this Pooling Agreement is maintained in force and effect, a second unit well must be spud on or before August 2, 2024, or effective on that date, the pooled unit will be reduced in size from 640.00 acres to 320.00 acres around the first unit well as shown on the plat attached as Exhibit "D". If a second well is not timely spud, Lessee will notify the General Land Office within two (2) weeks. Once actual drilling operations have been commenced on a well, Lessee shall continue operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar



circumstances. To prevent physical and economic waste, subject to the terms and provisions of the Leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

It is understood that any vertical oil or gas well(s), and any single-section horizontal oil or gas well(s) not constituting a Unit Well hereunder, may now, or in the future, be located within the acreage covered by the Agreement. As used in this Agreement, a Unit Well, shall be defined to mean a horizontal well, that when drilled and completed, the horizontal lateral actually extends across the E/2 of both Sections 27 and 34, Block 57 T2, T&P RR Co. Survey, Reeves Co., TX. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas well(s), or single-section horizontal oil or gas well(s) not constituting a Unit Well hereunder. For the avoidance of doubt, this Agreement explicitly excludes the following wells: Silverton State 34 101H (API#: 42-389-40256), Courthouse 57-27 1H (API #: 42-389-34448), and Rio State Randolph 57-T2-34 1H (API #: 42-389-34164).

All of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, is currently subject to that certain Pooling Agreement by and between the Commissioner of the General Land Office, on behalf of the State of Texas, the owners of the soil, and Gulf Oil Corporation and Atlantic Richfield Company, as predecessors in interest of BPX Operating Company, for the Randolph-State Gas Unit dated effective October 30, 1974, covering all depths below 4,000' beneath the surface. For the avoidance of doubt, the Randolph-State Gas Unit is still in full force and effect, and will continue to encompass the entirety of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' below the surface until such time as Cimarex Energy Co., as Operator, of the Silverton State 27-34 Unit obtains production of a Silverton State 27-34 unit well. Once Cimarex obtains production from the first Silverton State 27-34 unit well, the Randolph-State Gas Unit will, in accordance with that certain First Amendment of Pooling Agreement dated effective August 2, 2022, automatically contract to cover only the W/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' beneath the surface. Consequently, from the date of first production of the first Silverton State 27-34 unit well forward, the E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths in the unitized interval defined in this Agreement, will only be subject to the Silverton State 27-34 Unit, and shall be operated and developed in accordance with the terms of this Agreement.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim

by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

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

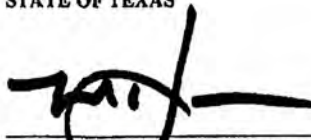
[Signature Pages Follow]

DocuSign Envelope ID: F59150C3-4A8A-44B7-822D-F7830F211702

Date Executed 10-25-22

STATE OF TEXAS

Content 45
Min. Leasing DBO
Legal DBO

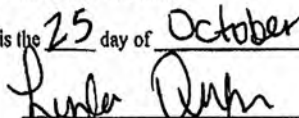


MARK A. HAVENS, DEPUTY COMMISSIONER/CHIEF CLERK
TEXAS GENERAL LAND OFFICE

CERTIFICATE

I, Linda Quintanilla, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of August 2022, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 25 day of October, 2022.



Secretary of the School Land Board

Date Executed September 27, 2022

CIMAREX ENERGY CO.

By:  ^{cg}
Printed: Bradley Cantrell ^{Dep}
Its: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on September 27, 2022, by Bradley Cantrell,
as Attorney-in-Fact for Cimarex Energy Co., a Delaware company
on behalf of said company.

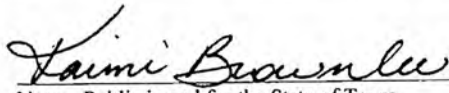

Notary Public in and for the State of Texas



EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silverton State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

I. OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE:

1. Lessor: State of Texas, acting by and through its agent, A.T. Randolph et al.
Original Lessee: Joseph B. Ruppe
Lease Number: MF-048344
Date: August 9, 1957
Recording: Volume 177, Page 407, DR of Reeves County, Texas
Legal Description: N/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less
2. Lessor: State of Texas, acting by and through its agent, A.T. Randolph et al.
Original Lessee: William W. Campbell
Lease Number: MF-040133
Date: January 21, 1953
Recording: Volume 151, Page 58, DR of Reeves County, Texas
Legal Description: S/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less, along with additional lands not subject to this Agreement

II. OIL AND GAS INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE:

Interest Owner: Prize Energy Resources, Inc. (as converted from Prize Energy Resources, L.P.)
Description: All of Section 27, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 640.00 acres, more or less
Recording: Volume 655, Page 147, OPR of Reeves County, Texas

III. NON-PARTICIPATING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE:

Interest Owner: Texas Pacific Resources LLC (formerly Texas Pacific Land Trust)
Legal Description: NE/4 and S/2 of Section 27, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 480.00 acres, more or less
Recording: Volume 164, Page 32, DR, as pooled (b/w mineral owner and NPRI owner) Volume 1204, Page 532, OPR, as assigned Document #2021000201, OPR of Reeves County, Texas

IV. NON-EXECUTIVE MINERAL INTEREST(S) OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silverton State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

DESCRIPTION OF LANDS

E/2 of Sections 27 and 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 640.00 acres more or less, being comprised of:

TRACT 1: All of the east one-half (E/2) of Section 27, Block 57, Township 2, T&P RR Co. Survey, Abstract 631, Reeves County, Texas, containing 320.00 acres, more or less;

TRACT 2: All of the northeast quarter (NE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less;

TRACT 3: All of the southeast quarter (SE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less.

END OF EXHIBIT "B"

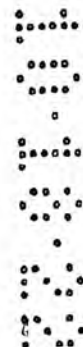
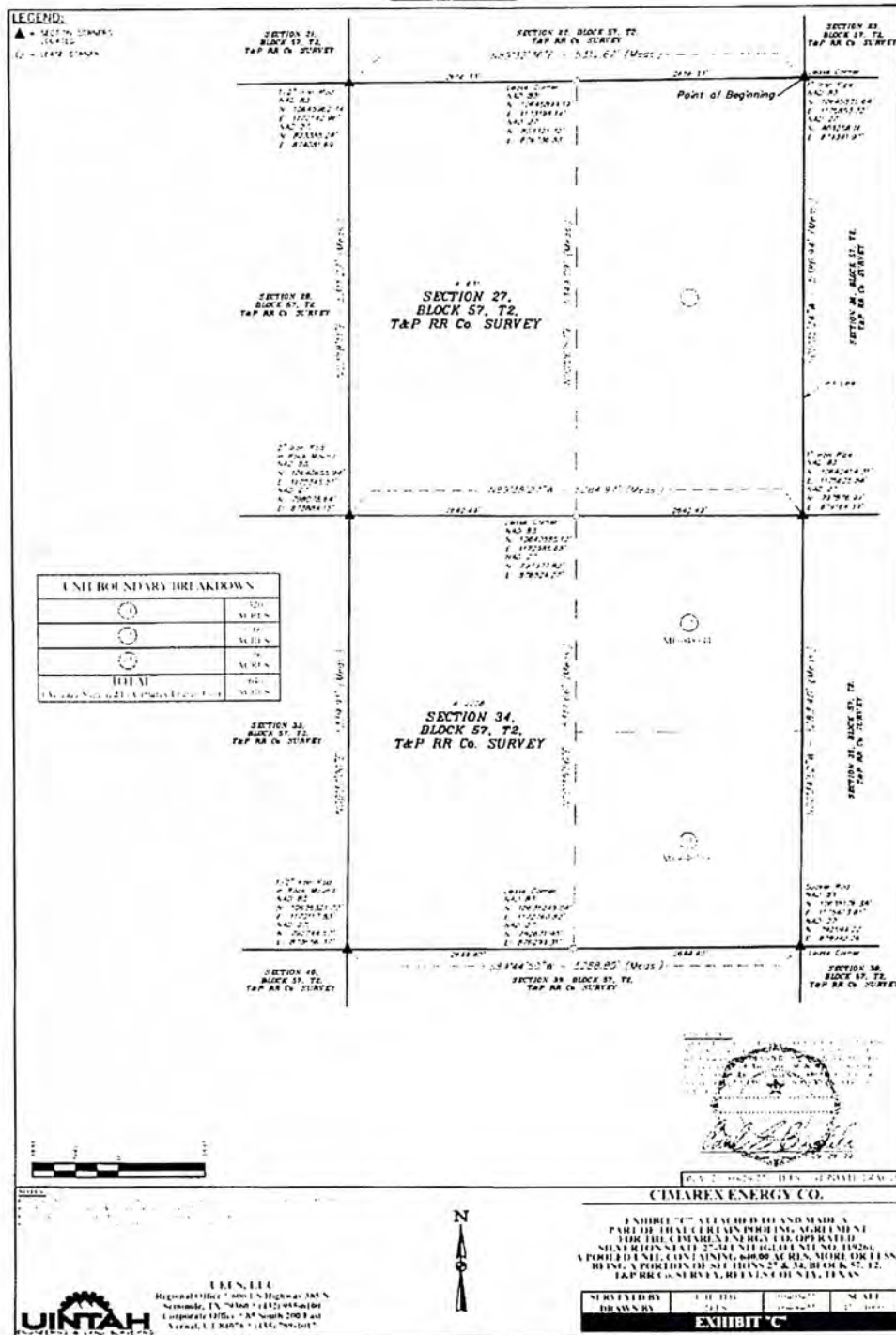


EXHIBIT "C"

Attached to and made a part of that certain Pooling Agreement dated effective as of August 2, 2022, for the Cimarex Energy Co. Silverton State 27-34 Unit, GLO Unit No. 11926, Reeves County, Texas

THE UNIT



Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023005378

eRecording - Real Property

AGREEMENT

Recorded On: July 25, 2023 02:18 PM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023005378
Receipt Number: 20230725000019
Recorded Date/Time: July 25, 2023 02:18 PM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC



STATE OF TEXAS
COUNTY OF REEVES

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of County, Texas.

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila

File No. MF040133

Recorded Copy
Pooling Agreement #11926 Reeves County Silverton State 27-34 Unit

Date Filed: 09/07/2023

Commissioner Dawn Buckingham, M.D.

By: MB

PRODUCTION SHARING AGREEMENT
Silverton State 34 101H Sharing Area Well

STATE OF TEXAS §
 §
 COUNTY OF REEVES §

This production sharing agreement ("Agreement"), dated effective as of May 1, 2023, ("Effective Date"), is between Cimarex Energy Co. ("Cimarex") and the undersigned parties to this Agreement (collectively, the "Interest Owners" and, individually, an "Interest Owner") who own an interest in the leasehold, minerals, royalties, and/or executive rights in or under the Lease(s) and/or the Sharing Area.

Whereas, Cimarex is an owner of the rights to those certain Oil and Gas Leases (the "Leases") described in Exhibit "A", attached hereto. The Leases cover and include lands within the tracts described in Exhibit "B" and are located, in whole or in part, within the area depicted and described in Exhibits "C" and "D," respectively, which covers 320.00 acres, more or less (the "Sharing Area"). For the purposes of this Agreement, the Sharing Area shall be further limited to cover only those depths within such area from the stratigraphic equivalent of 9,634' TVD to the stratigraphic equivalent of 12,850' TVD, both as seen on the August 26, 1982, Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API #: 42-389-31270), located 1,019' FNL and 1,347' FEL of Section 3, Block 57, Township 3, T&P RR Co. Survey, Reeves County, Texas.

Whereas, Cimarex intends to drill and complete the so-called Silverton State 34 101H well (API#: 42-389-40256) in the Sharing Area.

Whereas, the parties desire to establish a calculation to allocate production from the Silverton State 34 101H well to the Sharing Tracts in the Sharing Area.

Now, therefore, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cimarex and the undersigned Interest Owner(s) agree to the following:

1) Production Sharing Calculation.

a) Silverton State 34 101H well

If Cimarex completes the Silverton State 34 101H well, Cimarex shall allocate production from that well to each Sharing Tract using the allocation factor below:

Sharing Tract	Allocation Factor
1	0.50
2	0.50

2) Effect of Sharing Wells. Operations on or production from the Sharing

Well will be considered operations on or production from the associated Sharing Tracts. Cimarex shall pay royalties under the terms of the Leases on the share of production as calculated in Section 1 of this Agreement.

- 3) Definitions. For purposes of the Agreement, the following definitions apply:

“Sharing Well” is the Silverton State 34 101H.

“Sharing Tract” means either of the tracts of land identified and described in Exhibit “B” as Sharing Tracts 1 and 2, both of which comprise and are located within the Sharing Area depicted and described in Exhibits “C” and “D” of this Agreement.

- 4) Surface Use. Interest Owners grant Cimarex easements (including subsurface easements) and right-of ways (including all reasonable ingress and egress rights) on, in, and under the Leases associated with the Sharing Wells, including easements and right-of ways for:
- a. Drilling, deepening, reworking, replacing, recompleting, maintaining, or conducting operations in the search or production of oil or gas associated with the Sharing Well;
 - b. Laying, maintaining, and replacing pipelines and roads;
 - c. Gathering, storing, transporting, and treating hydrocarbons; and
 - d. Constructing and maintaining production facilities and infrastructure associated with or convenient for the operation of any Sharing Well.
- 5) Offset Obligations. A Sharing Well does not create any offset obligations under a lease in or adjacent to the Sharing Area. This Agreement constitutes a complete protection of Interest Owners’ correlative rights.
- 6) Proration Unit. Cimarex may assign a proration unit to the Sharing Well for retained acreage purposes, that shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L = A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the area retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. $(0.032 \times 4500 \text{ feet} = 144 \text{ acres, which rounds up to 160 acres})$; furthermore, if more acreage is required than is provided for above in order to obtain the maximum allowable under special field rules for the permitted or producing interval or intervals, upon written approval from the GLO, such number of acres that are required to obtain the maximum allowable as required by the special field rules as approved by the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction.

- 7) Other Wells. The terms of this Agreement shall only apply to Sharing Wells. It is understood that any vertical oil or gas wells, and any multi-section horizontal oil or gas wells not constituting a Sharing Well hereunder, may now, or in the future, be located within the acreage covered by the Sharing Area. This Agreement does not apply to operations on, or production from, such existing or future vertical oil or gas wells, or multi-section horizontal oil or gas wells not constituting a Sharing Well hereunder. For the avoidance of doubt, this Agreement explicitly excludes the following wells: Silverton State 27-34 Unit A 1H (API #: 42-389-40257), Silverton State 27-34 Unit B 2H (API #: 42-389-40258), Silverton State 27-34 Unit C 3H (API #: 42-389-40259), Silverton State 27-34 Unit D 4H (API #: 42-389-40260), Silverton State 27-34 Unit E 5H (API #: 42-389-40253), Silverton State 27-34 Unit F 6H (API #: 42-389-40254), Silverton State 27-34 Unit G 7H (API #: 42-389-40255), Courthouse 57-27 1H (API #: 42-389-34448), and Rio State Randolph 57-T2-34 1H (API #: 42-389-34164).
- 8) Other Agreements. All of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, is currently subject to that certain Pooling Agreement by and between the Commissioner of the General Land Office, on behalf of the State of Texas, the owners of the soil, and Gulf Oil Corporation and Atlantic Richfield Company, as predecessors in interest of BPX Operating Company, for the Randolph-State Gas Unit (GLO Unit No. 11925, Former Unit No. 929) dated effective October 30, 1974, covering all depths below 4,000' beneath the surface. The Randolph-State Gas Unit is still in full force and effect, and will continue to encompass the entirety of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' below the surface until such time as Cimarex Energy Co., as Operator, of the Silverton State 27-34 Unit (GLO Unit No. 11926) obtains production of a Silverton State 27-34 Unit well. Once Cimarex obtains production from the first Silverton State 27-34 Unit well, the Randolph-State Gas Unit will, in accordance with that certain First Amendment of Pooling Agreement dated effective August 2, 2022, automatically contract to cover only the W/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths below 4,000' beneath the surface. Consequently, from the date of first production of the first Silverton State 27-34 Unit well forward, the E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, as to those depths in the unitized interval defined in that certain Pooling Agreement for the Cimarex Energy Co. Silverton State 27-34 Unit, will then be subject to the Silverton State 27-34 Unit, and shall be operated and developed in accordance with the terms of that agreement for the wells governed by it.
- Notwithstanding the forgoing, if the Silverton State 34 101H begins producing prior to the Silverton State 27-34 Unit wells, then all royalties for the Silverton State 34 101H shall be paid in accordance with Section 1 of this Agreement, and will NOT be subject to the Randolph-State Gas Unit.
- 9) Counterparts. The parties may sign this Agreement in one or more

counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

- 10) Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assignees.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

[Signature and Acknowledgement pages to follow]

CIMAREX ENERGY CO.

Dated this 15 day of August, 2023

By: (Signature) [Signature] ^{cg}

By: (Printed Name) Bradley Cantrell, Attorney-in-Fact

ACKNOWLEDGMENT

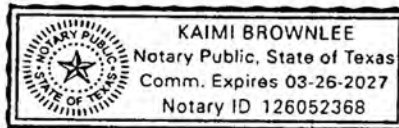
STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 15 day of August, 2023, by Bradley Cantrell, acting as Attorney-in-Fact, for Cimarex Energy Co., a Delaware corporation, on behalf of said corporation.

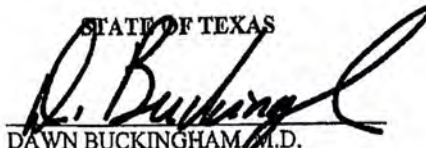
Kaimi Brownlee
Notary Public in and for the State of Texas

My Commission Expires: 3/26/2027



DocuSign Envelope ID: 5D0DD236-0593-47FD-AA1E-B7E9C10BB3CF

Date Executed 7/18/23

STATE OF TEXAS

DAWN BUCKINGHAM M.D.
Commissioner, General Land Office

Approved:

leas. DBO

cont. ME

legal MO

exec. ME

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on June 29th, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 18 day of July, 2023

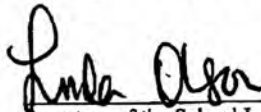

Secretary of the School Land Board

EXHIBIT "A"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well – Cimarex Energy Co., Operator

OIL AND GAS LEASE(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. Interest Owners: State of Texas, acting by and through its agent, A.T. Randolph et al.
 Original Lessee: Joseph B. Ruppe
 Lease Number: MF-048344
 Date: August 9, 1957
 Recording: Volume 177, Page 407, DR of Reeves County, Texas
 Legal Description: N/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County,
 Texas, containing 320.00 acres, more or less

2. Interest Owners: State of Texas, acting by and through its agent, A.T. Randolph et al.
 Original Lessee: William W. Campbell
 Lease Number: MF-040133
 Date: January 21, 1953
 Recording: Volume 151, Page 58, DR of Reeves County, Texas
 Legal Description: S/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County,
 Texas, containing 320.00 acres, more or less, along with additional lands
 not subject to this Agreement

NON-PARTICIPATING ROYALTY INTEREST(S), NON-EXECUTIVE MINERAL INTEREST(S), OR OVERRIDING ROYALTY INTEREST(S) SUBJECT TO THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

Burdens of Record

END OF EXHIBIT "A"

EXHIBIT "B"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well- Cimarex Energy Co., Operator

DESCRIPTION OF LANDS:

E/2 of Section 34, Block 57 T2, T&P RR Co. Survey, Reeves County, Texas, containing 320.00 acres, more or less, being comprised of:

TRACT 1: All of the northeast quarter (NE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less;

TRACT 2: All of the southeast quarter (SE/4) of Section 34, Block 57, Township 2, T&P RR Co. Survey, Abstract 2208, Reeves County, Texas, containing 160.00 acres, more or less.

END OF EXHIBIT "B"

EXHIBIT "C"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well- Cimarex Energy Co., Operator

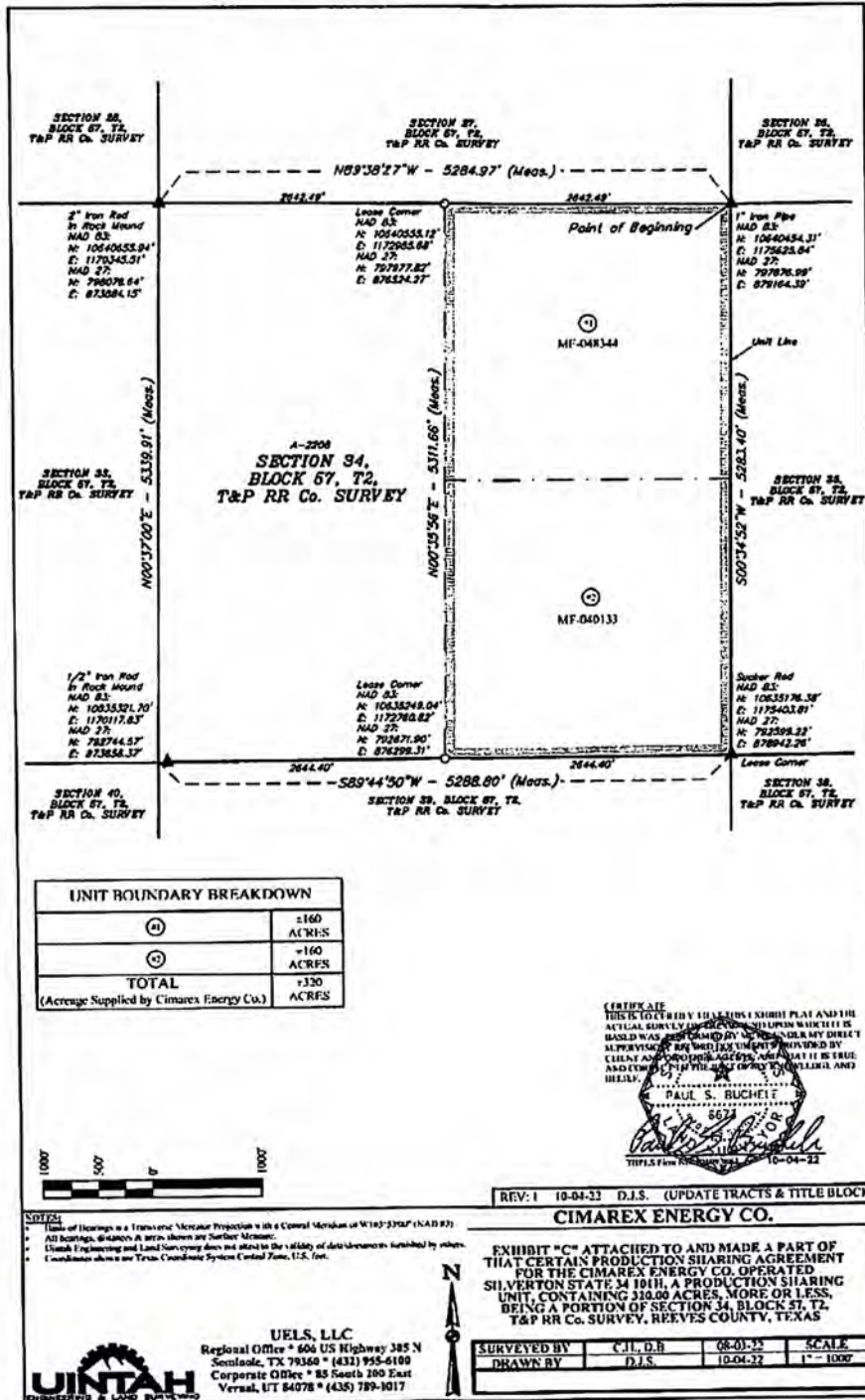


EXHIBIT "D"

Attached to and made a part of that certain Production Sharing Agreement for the Silverton State 34 101H Sharing Area Well- Cimarex Energy Co., Operator



UELS, LLC

Regional Office * 606 US Hwy 385 N
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

**EXHIBIT "D" ATTACHED TO AND MADE A PART
OF THAT CERTAIN PRODUCTION SHARING AGREEMENT FOR THE CIMAREX
ENERGY CO. OPERATED SILVERTON STATE 34 101H, A PRODUCTION SHARING
UNIT, CONTAINING 320.00 ACRES, MORE OR LESS, BEING A PORTION OF
SECTION 34,
BLOCK 57, T2, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS**

BEING A ±320 ACRES (SUPPLIED BY CIMAREX ENERGY CO.) TRACT,
MORE OR LESS, AND BEING A PORTION OF SECTION 34, BLOCK 57, T2, T&P RR Co.
SURVEY, REEVES COUNTY, TEXAS AND BEING DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

COMMENCING AT A 2" IRON ROD IN ROCK MOUND, BEING THE
NORTHWEST CORNER OF SAID SECTION 34; THENCE S89°38'27"E 5284.97' FEET
ALONG THE NORTH LINE OF SAID SECTION 34 TO A 1" IRON PIPE, BEING THE
NORTHEAST CORNER OF SAID SECTION 34, ALSO BEING THE NORTHEAST LEASE
CORNER, ALSO BEING THE **POINT OF BEGINNING**;
THENCE S00°34'52"W 5283.40 FEET ALONG THE EAST LINE OF SAID SECTION
34 TO A SUCKER ROD, BEING THE SOUTHEAST CORNER OF SAID SECTION 34,
ALSO BEING THE SOUTHEAST LEASE CORNER;
THENCE S89°44'50"W 2644.40 FEET ALONG THE SOUTH LINE OF SAID
SECTION 34 TO THE SOUTHWEST LEASE CORNER;
THENCE N00°35'56"E 5311.66 FEET TO A POINT ON THE NORTH LINE OF SAID
SECTION 34, ALSO BEING THE NORTHWEST LEASE CORNER;
THENCE N89°38'27"E 2642.49 FEET ALONG THE NORTH LINE OF SAID
SECTION 34 TO THE **POINT OF BEGINNING** AND CONTAINING ±320 ACRES
(ACREAGE SUPPLIED BY CIMAREX ENERGY CO.) MORE OR LESS.

END OF EXHIBIT "D"

Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023005890

eRecording - Real Property

AGREEMENT

Recorded On: August 15, 2023 09:54 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023005890
Receipt Number: 20230815000004
Recorded Date/Time: August 15, 2023 09:54 AM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC



STATE OF TEXAS
COUNTY OF REEVES

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of County, Texas.

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila

File No. MF040133

Recorded Copy Reeves County
PSA #00542 Silverton State 34 10/4

Date Filed: 09/07/2023

Commissioner Dawn Buckingham, M.D.
By: MB

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA230105

Unit Number 11927
Operator Name BPX Operating Company
Customer ID C000046383
Unit Name Rio State Randolph 57-T2-34X27
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.03149712
State Part in Unit 0.50395400
Unit Depth Specified Depths
From Depth 6570.000000
To Depth 12850.000000
Well
Formation Top of Bone Springs Base
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 08/01/2023
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

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
MF040133		162.663500	645.549000	0.25197700	O/G	0.06250000	0.01574856	No
MF048344		162.663500	645.549000	0.25197700	O/G	0.06250000	0.01574856	No

API Number

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

08/22/2023

08/22/2023

08/22/2023

08/22/2023

Pooling Committee Report

To: School Land Board

UPA230105

Date of Board Meeting: 08/22/2023

Unit Number: 11927

Effective Date: 08/01/2023

Unit Expiration Date:

Applicant: BPX Operating Company

Attorney Rep:

Operator: BPX Operating Company,

Unit Name: Rio State Randolph 57-T2-34X27

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<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>
RAL	MF040133	0.06250000	01/21/1963	10 years	320.000000	162.663500	0.01574856
RAL	MF048344	0.06250000	08/09/1962	5 years	320.000000	162.663500	0.01574856

Private Acres:	320.222000
State Acres:	325.327000
Total Unit Acres:	645.549000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	50.40%
State Net Revenue Interest:	3.15%

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

RRC Rules:	Spacing Acres:
Yes	704 acres for a 10,000 foot lateral (FTP to LTP).

Working File Number: **UPA220105**

REMARKS:

- BPX Operating Company is requesting standard oil and gas pooling from the top of the Bone Spring formation to the base of the Wolfcamp formation as seen on the well log for The Superior Oil Company Fortune Unit well number 2-R (API 42-389-31270).
- The applicant plans to spud the first unit well in October 2023. A 10,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 3.25%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of two unit wells. The first unit well must be spud by or before October 31, 2023 and the second unit well must be spud by or before October 31, 2024 or the unit will reduce in size to 320 acres per unit well drilled.
- All existing lease wells and wells pooled in the Randolph State Gas Unit will be excluded from this unit.

POOLING COMMITTEE RECOMMENDATION:

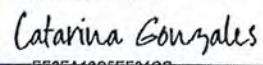
The Pooling Committee recommends Board approval of standard oil and gas pooling under the above-stated provisions.



General Land Office

08/01/2023

Date

DocuSigned by:


Office of the Governor

8/2/2023

Date

Office of the Governor

Date



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:
Mark Conway
Geospatial Technology Services
August 2023

**POOLING AGREEMENT
BPX OPERATING COMPANY
RIO STATE 34X27 UNIT
GLO UNIT NO. 11927
REEVES COUNTY, TEXAS**

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and BPX Operating Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend from the top of the Bone Spring formation being the stratigraphic equivalent of 6,570' true vertical depth to the base of the Wolfcamp formation being the stratigraphic equivalent of 12,850' true vertical depth, as seen on the August 26, 1982 Schlumberger Dual Lateral Log for The Superior Oil Company Fortune Unit #2-R (API 42-389-31270) in order to test the Bone Spring and Wolfcamp formations underlying the surface boundaries of the pooled unit ("unitized interval").

POOLING AND EFFECT:

4.

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

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the



boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres. Depths, if held, will be set out in the State Leases included in Exhibit "A" of this Agreement.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 640.00 acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit



described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this Pooling Agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of August 1, 2023.

TERM:

8.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

SPECIAL TERMS AND CONDITIONS:

9.

Notwithstanding anything contained herein to the contrary, if a unit well is not spud on or before October 31, 2023, this agreement will automatically terminate on that date and if the first unit well is timely spud and this Pooling Agreement is maintained in force and effect, a second unit well must be spud on or before October 31, 2024, or effective on that date, the pooled unit will be reduced in size from 640.00 acres to 320.00 acres around the first unit well as shown on the plat attached as Exhibit "D". If a second well is not timely spud, Lessee will notify the General Land Office within two (2) weeks. Once actual drilling operations have been commenced on a well, Lessee shall continue operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same



or similar circumstances. To prevent physical and economic waste, subject to the terms and provisions of the Leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

Additionally, all wells drilled or pooled in the Randolph State Gas Unit GLO Unit No. 11925 (formerly GLO Unit No. 929) as of the effective date are excluded from the terms of this Agreement and not considered part of this pooled unit.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

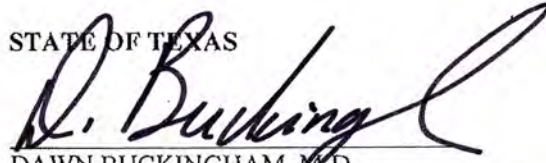
This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

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

[Signature Pages Follow]

Date Executed 11/8/2023

STATE OF TEXAS



DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Approved:

leas. DBO

cont. MB

legal MB

DLC PP

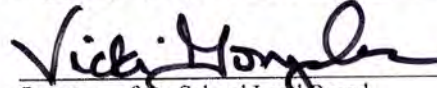
exec. MB

CERTIFICATE

Vicki Gonzales

I, ~~Linda Olson~~, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 22nd day of August, 2023, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 8 day of November, 2023



Secretary of the School Land Board

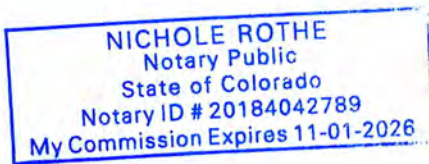
Date Executed 9/25/2023

BPX OPERATING COMPANY

By: [Signature]
Printed: MINDY JOHNSON
Its: ATTORNEY-IN-FACT

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on September 25, 2023, by Mindy Johnson,
as Attorney-In-Fact for BPX Operating Company, a Texas Corporation
company on behalf of said company.



[Signature]
Notary Public in and for the State of Colorado



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS/BPX OPERATING COMPANY
RIO STATE 34X27 UNIT; GLO UNIT NO. 11927
REEVES COUNTY, TEXAS

Leases in Unit

BPX LEASE #: 2006758000

LESSOR: A.T. Randolph Et Al, individually and as agent for the State of Texas

LESSEE: William M Cambell

DATE: January 21, 1953

RECORDING: Volume 151, Page 58 Deed Records of Reeves County, Texas

DESCRIPTION: S/2 Section 34, Block 57, Township 2, T&P RR. Co. Survey, Reeves County, Texas

MF #: MF40133

BPX LEASE #: 2006759000

LESSOR: A.T. Randolph Et Al, individually and as agent for the State of Texas

LESSEE: Joseph B Ruppe

DATE: August 9, 1957

RECORDING: Volume 177, Page 407 Deed Records of Reeves County, Texas

DESCRIPTION: N/2 Section 34, Block 57, Township 2, T&P RR. Co. Survey, Reeves County, Texas

MF #: MF48344

BPX LEASE #: L1598916

LESSOR: Prize Energy Resources, Inc.

LESSEE: Cimarex Energy Co.

DATE: June 30, 2022

RECORDING: Document Number: 2022005542 Official Public Records of Reeves County, Texas

DESCRIPTION: W/2 Section 27, Block 57, Township 2, T&P RR. Co. Survey, Reeves County, Texas

Incorporated by reference herein for all purposes shall be any and all instruments that have further adopted, amended, confirmed, extended, ratified and/or revised the leases listed herein and recorded in the Official Public Records of Loving or Reeves Counties, Texas.

END OF EXHIBIT "A"



EXHIBIT "B"

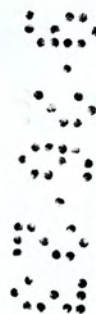
ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING AGREEMENT
STATE OF TEXAS/BPX OPERATING COMPANY
RIO STATE 34X27 UNIT; GLO UNIT NO. 11927
REEVES COUNTY, TEXAS

Description of Lands in Unit

Tract 1: 320.22 acres more or less being the W/2 of Section 37, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

Tract 2: 325.32 acres more or less being the W/2 of Section 34, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas.

END OF EXHIBIT "B"





Crafton Tull
surveying

501.328.3316 f 501.328.3325 f
www.craftontull.com

LEGEND

- UNIT LINE
- SURVEY/SECTION LINE (OR AS LABELED)
- TRACT LINE



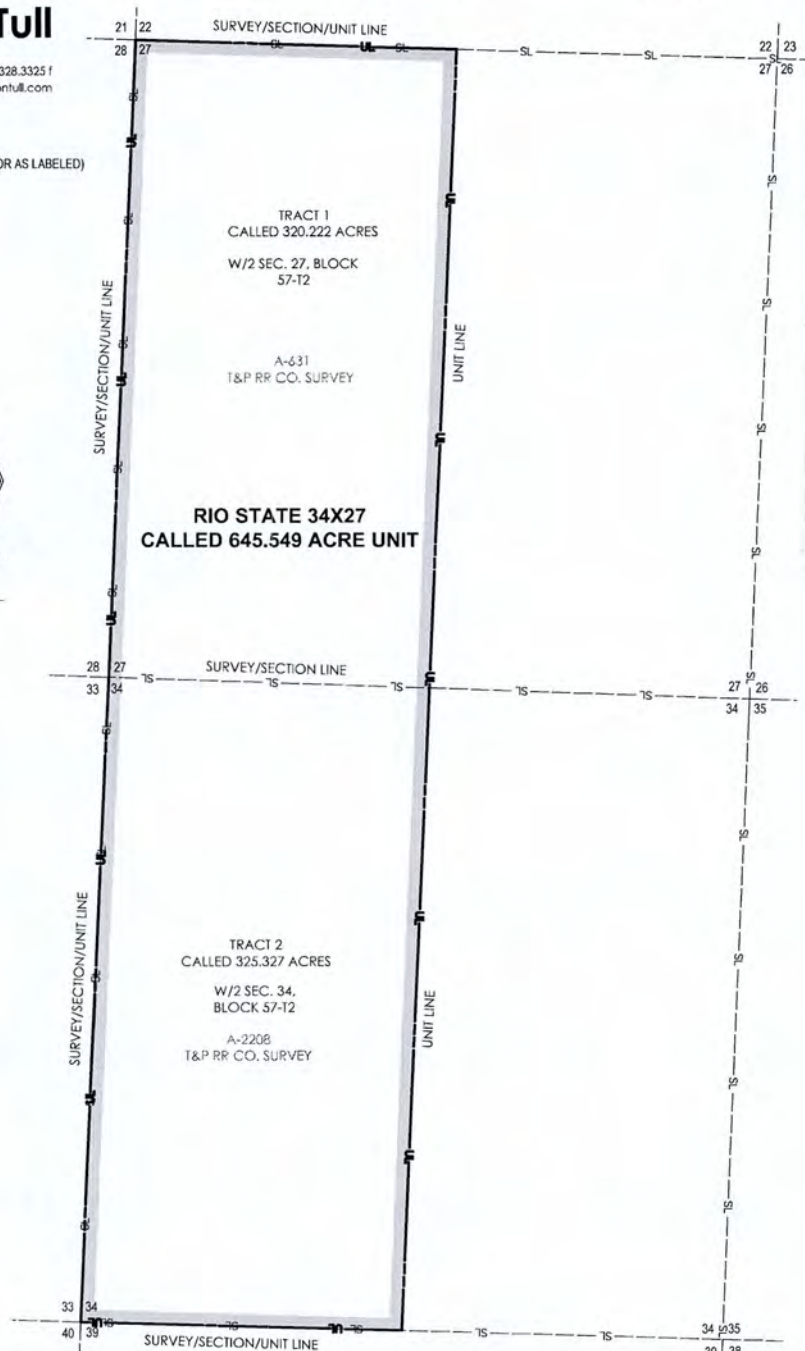
9/15/2023

CONTACT INFORMATION:

Brad G. Russell
Crafton Tull
(10193713)
1000 LedgeLawn Dr.
Conway, AR 72034

EXHIBIT "C"

REEVES COUNTY, TEXAS



GRID NORTH (NAD 83)
TEXAS CENTRAL ZONE

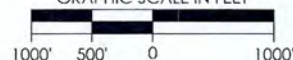
UNIT DESCRIPTION (RIO STATE 34X27 UNIT):

THE WEST HALF OF SECTION 27, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 631, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS, AND
THE WEST HALF OF SECTION 34, BLOCK 57, TOWNSHIP 2, ABSTRACT NUMBER 2208, T&P RR CO. SURVEY, REEVES COUNTY, TEXAS.

UNIT CORNERS

LOCATION	DESCRIPTION	LAT. (NAD 83)	LONG. (NAD 83)	NORTHING (NAD 83)	EASTING (NAD 83)
NW CORNER OF SEC. 27	CALCULATED	31.82516080° N	103.95930871° W	10645923.71	1170560.61
N/4 CORNER OF SEC. 27	CALCULATED	31.82517437° N	103.95078988° W	10645842.51	1173205.30
S/4 CORNER OF SEC. 27	CALCULATED	31.81065869° N	103.95094476° W	10640566.29	1172985.52
S/4 CORNER OF SEC. 34	CALCULATED	31.79602985° N	103.95111102° W	10635249.07	1172760.86
SW CORNER OF SEC. 34	1/2" REBAR	31.79599310° N	103.95962087° W	10635321.77	1170117.87
SW CORNER OF SEC. 27	2" PIPE	31.81066879° N	103.95944790° W	10640655.95	1170345.58

GRAPHIC SCALE IN FEET



GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.

2. PROJECT COORDINATE SYSTEM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, U.S. FEET AS DETERMINED BY GPS OBSERVATION.

REVISION	
0	PRELIMINARY PLAT 6/25/22
1	FINAL PLAT 6/25/22
2	REDO/VE MINERAL OWNER 11/12/22
3	UNIT NAME CHANGE 5/9/23
4	ADD TRACTS 5/15/23

SCALE: 1" = 1000'
PLOT DATE: 09/15/2023

CHECKED BY: MN
DRAWN BY: MF
APPROVED BY: NPE
SHEET NO.: 1 OF 1

RIO STATE 34X27 645.549 ACRE UNIT
W/2 SECTION 27 & W/2 SECTION 34, BLOCK 57-T2
REEVES COUNTY, TEXAS
FINAL UNIT PLAT

00.00.0

File No. MF040133 50
Pooling Agreement #11927 ~~County~~
Rio State 34X27 Unit
Date Filed: 11/9/23
Commissioner Dawn Buckingham, M.D.
By: CRB