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Archives and Records Staff

MF048344

+ 11926	State Lease MF048344	<i>Control</i> 07-108970	Base File 93089	County REEVES
#11925				
INH12746	Survey	Т8	P RY CO	
#11927	Block	57		
#929	Block Name			
# 1856	Township	2-5		
PSA #00542	Section/Tract	34		
13/1/11	Land Part	PT		
	Part Descripti	ion		
	Acres	32	0	
	Depth Below	De	epth Above	Depth Other
	0	0		See Lease
Leasing: TH	Name		IPPE, JOSEPH B	
Analyst: 5A	Lease Date		0/1957	
111	Primary Term			
Maps:	Bonus (\$)		,800.00	
GIS:W	Rental (\$)		.50	
	Lease Royalty	0.0	0625	

27075

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4

Unit acres 320,00			Mineral File 48344 A FI
		COUNTY:	Reeves
		TRACT:	
		PART : ACRES :	N/2 Sec. 34 Blk. 57 Tsp. 320
		LESSEE :	Joseph B. Ruppe ARCO
		DATE :	419151
		TERM :	
		BONUS :	
		RENTAL:	
	4	FILE :	93089
			07-10897-0

PRODUCING

ProducA FILE

onus

RELINQUISHME CT LEASE

48344
ves County
AL LANDS
e
20 Acres
Section 34
Block 57
Tsp2
Cert
-57 5 yrs.

Cash Bonus: \$2,800.00

Rental: \$160.00

VOL. Min. A/c_ Min. Map. cs

File 48344

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	JUL 8	
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-		
	a a	
LAST BURLINGER BURN	1	
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PAULUCINC

LAST SUPPLEMENT NO.

For Title Papers and Bonus and Rental Payments

48344 File___ REEVES County MINERAL LAND JOSEPH B RUPPE 320 Acres 34 N/2 Section T & P Ry Co Block 2 Tsp. Cert. Lease dated Name of Claim_ 32 . -

40344

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14.59 Surtace Dary 3.15.23	0.66
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86. Sharing Agreement #00542	9.70
8) Silverton State 34 101H 7/26/23	
5. Scanned SM 0176/2023	9.80
See MF 040133 #48 Recorded Copy	
Proling Agreement #//926	13.82 11 11 11 2/PG
Silverton State 27.34 Unit 9/7/23	2.83. Sistace Samage, 3/8/24
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9. PSA #00542 Silverton State 34 101 H	PM+ DHO133 #91 Surface Da mage
9/7/23	2 .
5 Scanned in 09 11203	103.5canvid sm 6/26/2024
\$ 60. Surface Damage/0/13/23	. See MF040133 #92 Bivision Order
Ø. Cel - 11/0/13/23	30. Sco MF040133#93 for updated
08.62 - 11 10/13/23	Buckslip Unit 11927
@ scanned sm 10/16/201	3 scanned WM 8/21/2024

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84. Reconbilling 2/11/2025	
scanned MM 2.12.7025	
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GENERAL LAND OFFICE LEASE NUMBER M-48344

1350

Description of Area from which following production secured:

PART OR AREA	SECTION OR TRACT	BLOCK	Survey	ACRES	COUNTY
3 miles SW of Orla, Texas	34	57, T-2	T & P RR Co.	320	Reeves
ame of Lease A. I.	Randolph/State	N.	eme of Field S	abre (Delawa	re)
ame of OperatorAr	The second secon				A STATE OF THE PARTY OF THE PAR
PATEMENT OF OIL	AND CAS DDOD!	ICTION FOR A	MONTH OF	July.	19 58 T
TATEMENT OF OIL A	AND GAS I RODO	oction for h	MONTH OF		
	OIL OR	GAS DISTILL	ATE STATEMEN	T	
nis lease has1pr	A STATE OF THE PARTY OF THE PAR				
as 1020 barrel	s. Oil sold to	See rema	rks		
elivered by	See remarks				BARRELS
Stock beginning of m	onth (7 AM on 1s	st)			0.00
Gross production as					1,020,24
Net sales as shown b					0.00
Other Disposition (it					0.00
Correction — BS &					0.00
	A STATE OF THE REAL PROPERTY.				1,020,24
		OIL SAI			
	ET		GROSS		
7.00	RELS PRI	CE	VALUE		
0					
0					
0				ROYALTY INTEREST	ROYALTY DUE STATE
•					POSTED
TALN	lone \$	\$		6.25 %	None None
		GAS STATE	EMENT		
Volume	M.C.F.	wells producing o PROCESSEI GASOLII Gasoline content p	il and gas, and D GAS NE per M.C.F.	***************************************	vells producing only gas.
Volume Total Gallons Price	M.C.F.	wells producing o PROCESSEI GASOLII Gasoline content p	oil and gas, and		
Volume Total Gallons Price	M.C.F. Contrac	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND	oil and gas, and	ase \$	vells producing only gas.
Volume	M.C.F. Contrac	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND	oil and gas, and D GAS NE OPER M.C.F. Gallons due lease Value due Le PROPANE Gallons due lease	ase \$	
Volume	M.C.F. Contrac	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND t per cent SULPHU	oil and gas, and	ase \$	
Volume	M.C.F. Contrac	wells producing of PROCESSEI GASOLII Gasoline content put per cent BUTANE AND to per cent SULPHU	oil and gas, and	ase \$	
Volume	M.C.F. Contraction Contraction Price	wells producing of PROCESSEI GASOLII Gasoline content put per cent BUTANE AND to per cent SULPHUE RESIDUE M.C.F. Returned	oil and gas, and	ase \$ase	
Volume Total Gallons Price Gallons Produced Price per Gallon M.C.F. Hydrogen Sulphi	M.C.F. Contraction Contraction Price	wells producing of PROCESSEI GASOLII Gasoline content put per cent BUTANE AND to per cent SULPHUE RESIDUE M.C.F. Returned	oil and gas, and	ase \$ase	
Volume Total Gallons Price Gallons Produced Price per Gallon M.C.F. Hydrogen Sulphi Available for Sale Volume Sold	M.C.F. Contraction Contraction M.C.F. Contraction M.C.F. Contraction	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND t per cent SULPHU e RESIDUE M.C.F. Returned ntract per cent to	oil and gas, and	ase	
Volume Total Gallons Price Gallons Produced Price per Gallon M.C.F. Hydrogen Sulphi Available for Sale Volume Sold	M.C.F. Contract de Price M.C.F. Contract Addition	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND t per cent SULPHU RESIDUE M.C.F. Returned ntract per cent to	oil and gas, and	ase	
Volume	M.C.F. Contraction Contraction M.C.F. Contraction M	wells producing o PROCESSEI GASOLII Gasoline content p t per cent BUTANE AND t per cent SULPHU RESIDUE M.C.F. Returned ntract per cent to yalty Interest NON-PROCESS	oil and gas, and	ase	
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MARIE S. TAPLIN

Notary Public in and for Bexar County, Texas

1728 Miliam Bidg., San Antonio, Texas
Commission expires June 1, 1959

INFORMATION

- 1. The operator of the lease is responsible for all payments and records due the General Land Office. See Title 86, Chapter 4, Article 5380, Revised Civil Statutes of 1925.
- 2. It is necessary that the following records be furnished this office:

(d) *Daily Gauge reports

(a) Logs of all wells(b) *Affidavits of production

(e) *Run tickets

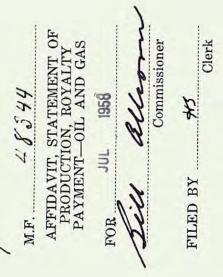
(c) *Oil and gas purchaser statements

Tank tables

*Due on or before 20th of month following month of production.

PREPARATION OF AFFIDAVIT

- 1. Show all information requested in the spaces provided.
- 2. Report on both oil and gas. If no gas is sold or utilized, write "none" in spaces provided for Total Value.
- 3. Show all oil measurements two places past decimal. Example: 129.63
- The term "Net Sales" as used in this affidavit means the number of barrels sold after correction for BS & W and Temperature.
- 5. No State or Federal tax is to be deducted from the gross value before the calculation of royalty due.
- If additional space is needed for remarks, attach a sheet with the remarks and note in "Remarks" space "See attached remarks.'
- 7. If permission has been granted to combine two or more leases on one affidavit, then an allocation by leases must be shown on the reverse side of the affidavit or on an attachment.
- 8. Show Railroad Commission field name.



C386-556-5M

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No. 5367—General Land Office Lease Form Under Relinquishment Act

93089

OCT 14 1957

AUGUST LAND OFFICE

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 9th day of

by and between of the Est J.B. Lamk:	A.T. Randolp tate of Rosa in & wife, Ju	h; Tom Ball, I B. Lamkin, Ger anita G.Lamkin	ndividually a trude L. Zinc , Methodist H	nd as Independer k & husband, H.A ome, Waco, Texas	t Executor
		1 Hospital, Hu			
individually and	d as agent for the Star		MKOK XXXXXXX first part, herein refer	red to as the owner of the	e soil (whether
one or more)	and Joseph	B. Ruppe			
of	1101 N		Midland, Texa	s	
The second secon	cond part, hereinafter	And the state of t	*		A 1 1 1 1 1 1
			ties aforesaid, for and	in consideration of \$ 2,	800.00
Dollars, cash in	n hand paid, as his i	ed and No/100 ndividual property and the STATE OF TEXAS	estate, receipt of which, and of the covenants	ch is hereby acknowledged and agreements hereinafte	d, (SEE NOTE
				this day granted, demis	
let and by the	ese presents d	0		grant, demise, leas	se and let unto
the said Lessee	e, for the sole and on	ly purpose of prospecting	g and drilling for and	producing oil and gas, la structures thereon, to prod	ying pipe lines.
care, treat and State of Texas,		ts of the lease, the follo	wing lands situated in	Reeves	County,
The N	1/2 of Secti	on 34, Block 5	7, Township 2	, T&P Ry. Co. Su	rvey
- Gara		t and never ha			
containing	320	acres, more	e or less.		
(herein called the land hereb	primary term) and as y leased.	herein contained, this less long thereafter as oil as	and gas, or either of th	ce for a term of five years em, is produced in paying	from this date, quantities from
1. To pa	y to the Commission	er of the General Land	Office of the State o	f Texas, at Austin, Texas	s, the value of
leased premise	1/16th es free of cost to the S		of the gross pro	duction of oil and gas proceed Civil Statutes of Texas.	luced from said
2. To de	liver to the credit of	the owner of the soil, fr	ee of cost, in the tanks	or pipe lines to which we	lls may be con-
nected an addi	tional equal 1/	16th part of al	l oil and gas produced	l and saved from said leas	sed premises or
at the option of	f owner of the soil—ed premises.	1/16th	of the va	alue of all oil and gas prod	uced and saved
3. If no	well be commenced (on said land, hereby lea	sed on or before the	9th _{day of} August	10 58
				ite shall pay or tender to t	,,
soil or to his o	eredit in the Firs	t National	—В	ank, at Huntsville	, Texas
	ors, which shall contin		egardless of changes i	n the ownership of said la	and, the sum of
and cover the	per accept FE OF TEXAS, AT A privilege of deferring payments or tenders t	and in addition shall pa AUSTIN, TEXAS, A LIK the commencement of a	E SUM on or before s	TER OF THE GENERAL said date; which shall open months from said date. ferred for like periods of the said said said said said said said said	rate as a rental

- 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 rentals 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 insofar 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.

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STATE OF TEXAS §
COUNTY OF McLENNAN §

Before Me, The Undersigned Authority, on this day personally appeared Hubert Johnson, 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 26th day of August, 1957.

(Seal)

Ruth Rutherford Notary Public in and for McLennan County, Texas

STATE OF TEXAS §

COUNTY OF WALKER §

Before me the undersigned authority, on this day personally appeared W. T. Robinson, 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 20th day of August, 1957.

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(Seal)

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

STATE OF LOUISIANA

COUNTY OF EAST BATON ROUGE

Before me, the undersigned authority, on this day personally appeared J. B. Lamkin and Juanita G. Lamkin, 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 have the same fully explained to her, she 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 seal of office, this the 12th day of August, 1957.

(Seal)

Paul E. Lirette Notary Public in and for East Baton Rouge, Louisiana

of fexas, 1925, and amendments thereto, commonly kn	odivision 3, Chapter 4, Title 86, of the Revised Statutes of the State nown as the Relinquishment Act, and should there be any provisions ognized and understood to prevail notwithstanding anything in this	ÿ
(Doc. stamps \$3.30 properly attached	cuted on the date first above written. and cancelled)	
/s/ J. B. Lamkin	/s/ A. T. Randolph	
Individually and as Agent for	Individually and as agent for the State of Texas	
State of Texas	/s/ Tom Ball	
/s/ Juanita G. Lamkin Individually and as Agent for	Individually and as agent for the State of Texas & as of Rosa B. Lamkin Estate	Exec
State of Texas	/s/ Gertrude L. Zinck	
/s/ Methodist Home, Wace Tevas	Individually and as agent for the State of Texas	
By Hubert Johnson, Supt. (Corp.	seal)/g/ H A 74-ol-	
Humby Lite Hemorial Hospital	Individually and as agent for the State of Marca	
By W.T. Robinson, President (Corp. se	al)	
thereof (which is construed as meaning certified copy	1939, provides that leases shall not be effective until a certified copy by the County Clerk) is filed in the Land Office, and that leases shall a actual and true consideration paid or promised therefor.	
State under this lease shall be at the royalty rate specilease plus the value of the whole production allocable tionate development and production costs allocable to	ndivided interest in the entire surface estate, and should production ove described land is covered by lease, the royalty to be paid to the ified in Paragraph numbered 1 hereof of the interest covered by this to all of the undivided interest not covered by lease, less the proporsuch undivided interest, but in no event shall the State receive as ided interest not leased an amount less than the value of 1/16 of	
DOUBLE	ACKNOWLEDGMENT	
STATE OF Louisiana COUNTY OF Calcasieu	ACKITOWIEDGMENT	
Before me, the undersigned authority, on this day	personally appeared H.A. Zinck	
aforesaid wife, having been examined by me privily an	and Gertrude L. Zinck his wife, subscribed to the foregoing instrument, and acknowledged to me that ation therein expressed, and in the capacity therein stated, and the nd apart from her husband, and having the same fully explained to nd deed, and declared that she had willingly signed the same for the she did not wish to retract it.	
Given under my hand and the seal of office, this th	ne 13th day of August , A. D. 19 57	
(Seal)	/s/ Columbus J. Moss	
(DCGI)	Notary Public in and for	
	Calcasieu County, Louisiana	
SINCLE	ACKNOWLEDGMENT	
STATE OF Texas COUNTY OF Walker	CCENOWLEDGMENT	
Before me, the undersigned authority, on this day	personally appeared	
	to me to be the person whose name <u>is</u> subscribed to the fore- executed the same for the purposes and consideration therein	
Given under my hand and seal of office, this the	9th day of August , A. D. 19 57	
(Seal)	/s/ L.B. Baldwin Notary Public in and for	
	Walker County, Texas	
CINCIE	CKNOWLEDGMENT	
STATE OF Texas COUNTY OF Walker	CENOWLEDGMENT	
Independent Executor of Estate of Ro	personally appeared Tom Ball, Individually and a DSA B. Lamkin to me to be the person whose name is subscribed to the fore-executed the same for the purposes and consideration therein	ıs
expressed and in the capacity therein stated.	executed the same for the purposes and consideration therein	
Given under my hand and seal of office, this the_	9th day of August , A. D. 19 57	
(Seal)	/s/ L. B. Baldwin	
	Notary Public in and for	
* *	Walker County, Texas	

:3



Filed for record on the 10 day of October, A.D. 1957 at 10:00 o'clock A.M. and duly recorded on this the 10 day of October, A.D. 1957 at 11:30 o'clock A.M.

By: Lou Kent, 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 Oil & Gas Lease from A, T. Randolph, et al to Joseph B. Ruppe, as the same appears of record in Book 177, page 407-12, Deed Records, Reeves County, Texas.

TO CERTIFY WHICH, Witness My Hand and Seal of said Court, at office in Pecos, Texas, this 10th day of October, 1957.

Estelle Clinton County Clerk, Reeves County, Texas

By: Low Kent, dep.

M. His Dated 10:14:57

File Dated 10:14:57

J. EARL RUDDER, COME.

OF

FORM 51

GENERAL LAND OFFICE

Reg. #7518 Fund: 1343

	AUSTIN, TEXAS 10-14-57 19
RECEIVED FROM J. B. Ruppe	
Two Thousand Eight Hundred and No/100	Dollars
FOR State's portion of cash bonus due on	State Lease No. M-48344
	& D
	bare Aussen
	bare Kussen

M. F.	48344
Filed .	Benus Payment OCT /4 1957 19 J. EAS - 635-55
in the second	Coissioner

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WHEREAS, on the 9th day of August, 1957, a certain oil and gas mining lease was made and entered into by and between A. T. Randolph; Tom Ball, individually and as independent executor of the Estate of Rosa B. Lamkin, Gertrude L. Zinck and husband, H. A. Zinck; J. B. Lamkin and wife, Juanita G. Lamkin, Methodist Home, Waco, Texas, Huntsville Memorial Hospital, Huntsville, Texas, individually and as agent for the State of Texas, as Lessors and Joseph B. Ruppe, as Lessee, covering the following described land in the County of Reeves, State of Texas, to-wit:

N/2 of Section 34, Block 57; T-2, T&P Railway Company Survey, containing 320 acres, more or less;

Said lease being recorded in the office of the County Clerk in and for said County in Volume 177, Page 407-12, Deed Records; and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by JOSEPH B. RUPPE.

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 insofar as it covers all of the above described land together with all personal property used or obtained in connection therewith to ARGO OIL CORPORATION, a Delaware corporation, of Denver, Colorado, and its successors and assigns.

Assignor herein, Joseph B. Ruppe, reserves unto himself, his heirs and assigns, 1/32 of 7/8 part of all oil and/or gas, exclusive of oil and/or gas used for fuel, for operating said premises, that may be produced, saved, sold and marketed from said premises under the terms of said lease, until he has received the

sum of Fifty Dollars (\$50.00) for each acre covered by the aforesaid lease and assigned hereby whereupon this interest will vest in assignee or its assigns. There shall under no circumstances be any obligation or liability on the part of assignee or its assigns to make said oil payment save from the value of oil and/or gas actually produced, saved, sold and marketed as above set out. Operations on the premises, if any, and the extent thereof, as well as the preservation of the leasehold, shall be solely at the will of Argo Oil Corporation, a Delaware corporation, of Denver, Colorado, or its successors in interest; and upon termination of the lease for any cause whatsoever there shall be no further liability hereunder. The obligation to pay the value of the specified portion of such oil and/or gas as may be produced, saved, sold and marketed as above set out (being the sole obligation, express or implied created by this paragraph) shall follow the ownership herein conveyed and be dependent upon this ownership and each successive owner shall pay and be responsible only for payments due on account of oil and/or gas produced and saved by him. Should there be failure of title to said lease or the land covered thereby, either in whole or in part, the fractional interest of the leasehold herein reserved shall be proportionately reduced.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee, its successors or assigns, that he 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 encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned owner and assignor has

signed this instrument this 2nd day of October, 1957.

(Doc. stamps \$6.60 properly attached and cancelled)

Joseph B. Ruppe

THE STATE OF TEXAS,

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COUNTY OF MIDLAND

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joseph B. Ruppe, 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 2nd day of October, 1957.

(Seal)

Rector Cannon Notary Public in and for Midland County, Texas

Filed for record on the 4 day of November, A. D. 1957 at 8:30 o'clock A. M., and duly recorded on the 4 day of November, A. D. 1957 at 1:50 o'clock P. M.

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0

By: Margie Twilley,

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 LEASE from JOSEPH B. RUPPE to ARGO OIL CORPORATION, as the same appears of record in my office in Volume 177, Pages 557-58, Deed Records of Reeves County, Texas.

TO CERTIFY WHICH WITNESS my hand and seal of office in Pecos, Texas, this 8th day of November, A. D. 1957.

By: Margie Horley,
Deputy

(Margie Twilley)

ESTELLE CLINTON
County Clerk in and for
Reeves County, Texas

A seignment File Dated

J. Earl Rudder. RECEIVED AS STATED instruct

DATE Reg. No.

distance by the constitution of the design of रेश यात्र वायक्षण DOTATION STORY SALE The same of the first that College Colleg MERCHETT.

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Modern Comment

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Satalle Clintes County Clerk, meves

J.M.T.T.TO.

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JENSON KILLON SAND TO MESTE CHIEFUR, Commission of I TEMPOR

STREET TO

LEON 1 Tenne the way torregoing is a to 1,74 th 345 O a LLO to IMENAISAL I ANGLETA LA PRESENTA TO THE CONTROL 177-50° do her 'd' continy that the Roganes TAL Suggest WITH THE LO 1.7 w called for . asset evictor P. (T. 50. 40 Sames a 100 September 1 164 . 56 PROBLE 2 W. 17. 22

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Sec. 1

RMG. NO. 67365 ACCT. NO. 1344

	AUSTIN, TEXAS	7=17=58 195_
RECEIVED FROM APGO OTL CORP.		
\$32.00 THIRTY TWO DOLLARS		
FOR RENTAL ON 320 acres, No of sec 34, BI	k 57, TOWNSHIP @,	T&PRyCO.
REFUES COUNTY (PERIOD 8-9-58 to 8-9-5		
STATE LEASE # M-48344	Bil	e allcom

	Rental Pay	ment
Filed _		
	BILL ALLO	ORIJ
-		Commission



GENERAL LAND OFFICE

AUSTIN 14, TEXAS

BILL ALLCORN

September 16, 1958

Cactus Petroleum, Inc. P. O. Box 12385 Houston 17, Texas

> Re: ARGO OIL CORPORATION - A. T. RANDOLPH-STATE N/2 Sec. 34, Blk. 57, Tsp. 2, T&P Ry. Co. Sabre (Delaware) Field, Reeves County, Texas

Gentlemen:

Our Lease No. M-48344

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the manner in which the State shall receive its royalties, I do not feel that it would be in conformity with the law on the subject for this Department to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Department, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease which oil and/or gas shall be come your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Sincerely yours,

BILL ALLCORN, Commissioner

By Melvin Eckhoff, Assistant Director Accounting & Auditing Division

ME/mw

Cactus Lease No. 3819

Mail To: Argo Oil Corp.
Attn: Mr. Jack W. Carey
Milan Bldg., San Antonio, Texas

CACTUS PETROLEUM, INC.

Lease No 3819

TO CACTUS PETROLEUM, INC. P. O. Box 12385 Houston 17, Texas

. 7

Effective 7 A.M. date of first run, 58

The undersigned, and each of them, guarantee and warrant that they are the legal owners, in the proportions set out below, of all the oil produced from Argo Oil Corporation's **A. T. RANDOLPH-STATE

Lease, in the Sabre (Delaware)

Field, more particularly described as:

N/2 Section 34, Block 57, T-2, T & P Ry. Co.

REPERAL LAND DEFEE

SEP 10 1858

County, Yie the State of account to receive and purchase	an quantities a	d until further written acceptable to you and pa	notice you or your by therefor as follows:	nominee is	authorized	for your	own
							=

CREDIT TO

INTEREST

P. O. ADDRESS

(DIVISIONS OF INTEREST ATTACHED)

Oil run in pursuance of this Division Order shall become your property upon delivery thereof to any pipe line or carrier you may designate; and shall be credited to the owners in proportion to their respective interests shown above at the price posted by Standard

Oil Company of Texas for West Texas sweet crude oil of like grade and gravity, less fifteen (15) cents per barrel.

Payment to be made monthly, for oil run during preceding calendar month, by mailing or delivering draft or check to the respective parties at addresses given above or their respective successors, except that you shall not be required to pay monthly for interests amounting to Five (\$5.00) Dollars or less, but may hold same without interest, remitting the accumulation annually.

Quantities and qualities of oil received hereunder, shall be determined by the practice prevailing in the area in which oil is produced, and in accordance with rules and regulations of the governmental agency or commission having recognized jurisdiction or control of the production and handling of crude oil in such area. You or your nominee will receive only oil, which, in the exclusive opinion of you, or your nominee, is merchantable and may require well owners to treat or steam any unmerchantable oil at well owner's expense, before acceptance hereunder.

The undersigned each agrees that any person, partnership or corporation to whom you may sell all or any part of the oil which you purchase hereunder may make payment to you for all of said oil purchased from you, and agrees to look solely to Cactus Petroleum, Inc., for payment of his interest in the oil which Cactus Petroleum, Inc., is purchasing from him hereunder. The undersigned each agrees, insofar as his interest is concerned, to hold harmless any purchaser from Cactus Petroleum, Inc., against any claim of any nature in connection with the purchase of such oil from Cactus Petroleum, Inc., and payment therefor.

We severally agree to notify you in writing of any change of ownership; and that our successors shall be bound by the terms hereof; and that any transfers of interest will be made effective on the first day of the calendar month preceding or following notice to you of said transfer. Changes of ownership hereunder shall be accomplished by submitting to Cactus Petroleum, Inc., a certified or photostatic copy of the recorded instrument accomplishing such change and by executing a transfer order adopting the terms and provisions of this division order agreement. If the total royalty interest hereunder shall become subdivided so as to require remittances to be made to six or more parties, you shall have the right to require the written designation of a common agent to receive payment for the several owners and may hold sums due any or all such owners, without interest, until such written designation is furnished and approved by you.

You assume no responsibility for over payment of any limited amounts set forth in this division order, and without liability may continue payments as set forth herein unless and until furnished with written releases terminating such agreements.

Satisfactory abstract or other evidence of title will be furnished you as of the effective date hereof and at any time thereafter when demanded by you. If such abstracts or evidence of title are not furnished, or in the event of a claim or controversy, which, in your opinion, concerns title to any interest hereunder, you may hold, without interest and without any liability, the amount credited to said owner until indemnity satisfactory to you has been furnished, or until such claim or controversy is settled to your satisfaction.

Each of the undersigned agrees to protect and indemnify you and/or your nominee from, against and for any loss or expense which you and/or your said nominee may suffer or sustain or become liable for by reason of your and/or your nominee's purchase, pursuant hereto, of said undersigned's interest, as above set out, in said oil and the payment therefor to said undersigned, regardless of how the same may arise and including (not to the exclusion of any causes not herein expressly set out) any one of the following: Any judgment rendered in an action or suit affecting the title to either the real property above described or the oil produced therefrom; all reasonable costs or expenses incurred in defending in such suit or action your position or that of your nominee receiving the oil; any claim or claims or judgment arising therefrom, for any tax, State or Federal, which may be asserted by any taxing authority (State or Federal) against you or your nominee in connection with, incident or in any manner related to any sum or sums of money held in suspense by you or either of you during the existence of any claim or controversy, as above provided.

You are hereby authorized and empowered to withhold from the proceeds of any and all runs made hereunder the amount of any tax, either State or Federal, placed thereon, and to pay the same in our behalf.

The Division Order may be executed in counterparts, each of equal dignity, and shall become valid and binding upon each and every owner above named as soon as signed by him, her or it, regardless of whether or not any of the other above named or any other owners have so signed.

WITNESS: (SIGNATURES MUST HAVE TWO WITNESSES)

DIVISIONS OF INTEREST

LEG LEVED SEP 13 1958 WERN LAWN OFFICE

CREDIT TO

DIVISION OF INTEREST

P.O. ADDRESS

The State of Texas

.0625000 R.I.

Maude K. Randolph, a widow

.0156250 R.I.

A. K. Randolph, Ind. Exe.

under the will of A. T. Randolph,

decd.

.0156250 R.I.

Tom Ball, Indiv. and as Indep.

Exe. of the Est. of Rosa B.

.0234375 R.I.*

James B. Lamkin.

.0039063 R.I.

Gertrude L. Zinck, whose husband

Lamkin, Decd. (for distribution)

is H. A. Zinck

.0039062 R.I.

Joseph B. Ruppe

.0153125 O.P.P.I. **

Chester F. Skrabacz

.0120313 O.P.P.I. **

Argo Oil Corporation

.8476562 W.I. 1 .0000000

*By execution of this division order the Superintendent of the Methodist Orphans Home and the President of the Huntsville Memorial Hospital hereby authorizes and directs you to make disbursement for any royalty proceeds entitled to by received by said two organizations to be paid to Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, deceased (for distribution).

** These interests are payable to each of said parties until such time as each party has received from their respective interest the sum of \$16,000. Thereafter, both of these interests shall pass to Argo Oil Corporation. You do not have the responsibility of determining when, as and if said parties has received said money and you are hereby authorized and directed to make payment until you have been notified in writing to pay otherwise.

7. MF-48344
Division Order
File date 9-16-58
Bill Allcorn, Com'r/mw

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ARGO OIL CORPORATION DENVER, COLORADO

THIS CHECK IN THE AMOUNT	of \$ 32.00	IS IN SETTLEMENT OF	RENTALS DUE UNDER	LEASE NO. T-5308
FOR THE PERIOD_	August 9, 1959	to August 9, 1960		_, AND IS FOR CREDIT AS INDICATED
CREDIT:		ACREAGE	E:	

State Lease #M-48344

\$32.00

ACREAGE:

320 acres, being N/2 of Sec. 34, Block 57, Township 2, T&PRyCo. Survey, as described in oil and gas lease dated August 9, 1957, from A. T. Randolph, et al, Individually & as Agents for the State of Texas, to Joseph B. Ruppe, recorded in Volume 177, Pages 407-12, Deed Records of Reeves County, Texas.

RECEIVED

JUL - 8 1959

General Land Office

BANK COPY

	Rental Payment
ATTEST J.	JUL & 1959 19
Tiled -	BILL ALLCORN
-	% Commissione



GENERAL LAND OFFICE

AUSTIN 14, TEXAS

BILL ALLCORN COMMISSIONER

October 6, 1959

Standard Oil Company of Texas P. O. Box 1249 Houston, Texas

> Re: ARGO OIL CORPORATION- A. T. Randolph-State Lease, Sabre (Delaware) Field, N/2 of Sec.34, Blk. 57, T-2, T&P Ry. Co., Reeves County, Texas

Gentlemen:

Our Lease No. M-48344

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the manner in which the State shall receive its royalties, I do not feel that it would be in conformity with the law on the subject for this Department to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Department, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease which oil and/or gas shall be come your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Sincerely yours,

BILL ALLCORN, Commissioner

By Melvin Eckhoff, Assistant Director Accounting & Auditing Division

ME/sm Standard's Division Order No. 798 State's Payee No. 29190

REGEIVED JUL 30 1959

STANDARD OIL COMPANY OF TEXAS

DIVISION ORDER NO.798 (Rev.) Seneral Land Office

P. O. Bo		INY OF TEXA	S	-		Jul	<u>y 21, 19</u>	59
Houston,	Texas							
Each of	the undersigned	severally warra	nts that he tion's A. T	the legal owner. Randolph -	r, in the pro	portions set o	ut below, of	all
oil produced	from the State	e Sabre (Dela	ware)		lease or far	m in Reeve	S	
County,	Texas ,	more particular	ly described	as:				

The North Half of Section 34, Block 57,

T-2, T&P Railway Company

Effective 7:00 o'clock A.M. on the date of mrkk July 3, 1959 and until further written notice from either you or the undersigned, you or any person or corporation designated by you are authorized to receive oil therefrom, giving credit as directed below:

PAYEE NO.

To:

CREDIT TO

Division of Interest

P.O. ADDRESS (Give box number and street address)

(SEE REVERSE SIDE)

The following covenants shall be binding on the undersigned, their successors and assigns:

1. Such oil shall become your property when removed or caused to be removed by you from the leased premises and shall be paid for to the undersigned according to the division of interest set out above at the price posted by Standard Oil Company of Texas West Texas Sweet Crude Posting (currently \$3.01/bbl. for 40°-44.0° gravity) less 104/bbl. pipe line amortization charge.

for oil of the same kind and quality in the particular field on the day such oil is received by you, and corrections shall be made for temperature and impurities according to the local rules of the Company posting such price in force at the time. In the event it is necessary to transport the oil by truck, such trucking costs shall be deducted from the posted price. Quantities are to be computed, at your option, either from meters of a positive displacement type, or from regularly complied tank tables. Payment for oil received hereunder during each calendar month shall be made in the next succeeding month, less any taxes required by law to be deducted by you as purchaser, by mailing your check therefor to the addresses of the undersigned, respectively, as given above, EXCEPT that you are authorized to withhold payment due any individual payee until at least five dollars has accumulated to the credit of such payee. You may refuse to purchase oil not considered merchantable by you.

2. Satisfactory abstracts and other evidences of title will be furnished at any time on demand. In the event of allure to furnish such abstracts and evidences of title, or in the event of a question, which in your opinion, affects title to such oil, you may withhold the proceeds thereof, without interest, until such title shall have been perfected to your satisfaction.

3. You shall be held harmless from any judgment rendered in an action or suit (of which the undersigned shall forthwith give you written notice) affecting the title to the interest of the undersigned in the lan

WITNESSES.

not the same is signed by any other party.

OWNED.

WITHESSES.		OWNER.	
-	NAME	_	
	ADDRESS	-	

PAYEE NO.	CREDIT TO	DIVISION OR INTEREST	P. O. ADDRESS (Give Box Number and Street Address)
	ROY	ALTY INTEREST	
29190	Commissioner of the General Land Office of the State of Texas	.0625000	Land Office Building, Austin, Texas
65955	A. K. Randolph, Ind. Exe. U/W of A. T Randolph, Dec'd.	.0312500	35 E. Wacker Dr Rm. 1788 Chicago 1, Illinois
03155	Tom Ball, Indv. & Indp. Exe. of Est. Rosa B. Lamkin, Dec'd.	.0234375	c/o First National Bank P. O. Box 670 Huntsville, Texas
45345	James B. Lamkin	.0039063	P. O. Box 567, Baton Rouge, Louisiana
90075	Gertrude L. Zinck	.0039062	1910 Orchid St., Lake Charles, Louisiana
	<u>(</u>	DIL PAYMENT	
69675	Joseph B. Ruppe	.0153125	1101 North Carrizo St., Midland, Texas
73815	Chester F. Skrabacz	.0120313	1907 West Tennessee, Midland, Texas
	WOE	RKING INTEREST	
01770	Argo Oil Corporation	.8476562	1700 Broadway, Denver 2, Colorado

M. F. 48344 Division Order File Dato 10-1-59 Bill Allcorn, Consin,



GENERAL LAND OFFICE

AUSTIN 14, TEXAS

BILL ALLCORN COMMISSIONER

January 21, 1960

Argo Oil Corporation 1728 Milam Building San Antonio 5, Texas

> Re: ARGO OIL CORPORATION - A. T. Randolph-State Lease, N/2 of Section 34, Township 2, Block 57, T&P Railway Company Survey, Reeves County, Texas

Gentlemen:

Our Lease No. M-48344

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the manner in which the State shall receive its royalties, I do not feel that it would be in conformity with the law on the subject for this Department to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Department, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease which oil and/or gas shall be come your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Sincerely yours,

BILL ALLCORN, Commissioner

By Melvin Eckhoff, Assistant Director Accounting & Auditing Division

ME/sm

Argo's casinghead gas division order number T-5308

ARGO OIL CORPORATION

CASINGHEAD GAS DIVISION ORDER

JAN 15 1960

No. T - 5308 General Land Office

Effective: date of 1st gas sold 7:00 A.M.

To: Argo Oil Corporation 1728 Milam Building San Antonio 5, Texas

The undersigned, severally, warrants that each is the owner of, or entitled to the proceeds from the sale of, the respective portion set opposite his name of the casinghead gas and products and by-products thereof, produced, saved and sold from the following described land in Reeves County, Texas:

N/2 of Section 34, Township 2, Block 57, T&P Railway Company Survey, Reeves County, Texas;

such parties entitled to credit therefor and such interest being:

CREDIT TO:	DIVISION C Fraction	F IN	TEREST Decimal	ADDRESS
Commissioner of the General Land Office of	of			Land Office Bldg.
The State of Texas	$8/16 \times 1/8$	RI	.06250000	Austin, Texas
A. K. Randolph, Inde Executor under the W	7 1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			35 E. Wacker, Rm. 1788
A. T. Randolph, dec'd.		RI	.03125000	Chicago 1, Illinois
*Tom Ball, Individuall & as Independent Executor of the Estate				
of Rosa B. Lamkin, de	ec'd.			P. O. Box 670
(for distribution)	$3/16 \times 1/8$	RI	.02343750	Huntsville, Texas
James B. Lamkin	1/32 x 1/8	RI	.00390625	P. O. Box 567 Baton Rouge, La.
Gertrude L. Zinck, whose husband is				1910 Orchid Street
H. A. Zinck	$1/32 \times 1/8$	RI	.00390625	Lake Charles, La.
Joseph B. Ruppe	28/50x1/32x7/8 (until 28/50 of is paid)			1101 N. Carrizo St. Midland, Texas
Chester F. Skrabacz	22/50x1/32x7/8 (until 22/50 of is paid)			1907 W. Tennessee Midland, Texas
Argo Oil Corporation		st of Dil Pa Josen r F.S 5,000 of 7/ rest	lyments oh B.Ruppe krabacz, .00, payable 8 production.	1728 Milam Building San Antonio, Texas

^{*}This division order must also be executed by the Superintendent of The Methodist Orphans Home, Waco, Texas, and by the President of the Huntsville Memorial Hospital, Huntsville, Texas, under the clause whereby they agree that all royalty interests to which these two organizations are entitled may be paid to Tom Ball, Individually and as Independent Executor of the Estate of Rosa B. Lamkin, Deceased (for distribution).

3. You are authorized to make payments in July and January of each year of the amount credited to each owner for production accumulated during the previous six months period.

- 4. You are hereby relieved of any responsibility for determining when any of the interests above set forth shall change, or shall terminate or revert to other parties as the result of discharge of money or other payments from said interests, and the undersigned hereof, whose interests are affected by such change, or money or other payments, if any, agree to notify you when any such money or other payments shall have been completed or discharged, or when any other division of interest than that set forth above shall for any reason become effective, and to furnish transfer order accordingly. In the event such notice shall not be delivered to you, you will be held harmless by such respective owner of such interest from any damage or loss which might arise out of any overpayment or error resulting therefrom.
- 5. The terms and provisions of this instrument shall be valid and binding on each owner as soon as signed by him, regardless of whether or not all of the owners sign same, and this agreement may be executed in any number of counterparts.

WIINESSES:	
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M. F. 48344

Division Order

File Date 1-21-60

Bill Allcorn, Com'r./

ARGO OIL CORPORATION DENVER, COLORADO

State Lease #M-48344

12

this check in the amount of \$ 32.00 is in settlement of rentals due under lease no. T-5308 for the period August 9, 1960 to August 9, 1961 , and is for credit as indicated.

CREDIT:

\$ 32,00

ACREAGE:

320 acres, being N/2 of Sec. 34, Block 57, Township 2, T&PRyCo. Survey, as described in oil and gas lease dated August 9, 1957, from A. T. Randolph, et al, Individually & as Agents for the State of Texas, to Joseph B. Ruppe, recorded in Volume 177, Pages 407-12, Deed Records of Reeves County, Texas.

68410

JUL - 1 1960

RECEIVED

General Land Office

BANK COPY

PLEASE DATE, SIGN AND RETURN SECOND COPY TO ARGO OIL CORPORATION. for

	Rental Payment
Filed	UL / 196 0 19
3	BILL ALLCORN

ARGO OIL CORPORATION DENVER COLORADO

32.00 T-5308 THIS CHECK IN THE AMOUNT OF \$ August 9, 1961 to August 9, 1962 AND IS FOR CREDIT AS INDICATED.

\$32.00

CREDIT:

State Lease #M-48344



ACREAGE:

320 acres, being N/2 of Sec. 34, Block 57, Township 2, T&PRyCo. Survey, as described in oil and gas lease dated August 9, 1957, from A. T. Rnadolph, et al, Individually & as Agents for the State of Texas, to Joseph B. Ruppe, recorded in Vol. 177, Pages 407-12, Deed

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Records, Reeves County, Texas.

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General Land Office

BANK COPY

SECOND COPY TO ARGO OIL CORPORATION.

PLEASE DATE, SIGN AND RETURN

	Rental	Payment
Filed	JUL	y 1961 19
JERRY	SADLER,	COMMISSIONLA

Reeves County (Culberson and Reeves Counties), Texas

ATTENTION OF RECORDING OFFICERS: The within Conveyance consists of two Parts in each of which the grantor is the same. Note that the grantee in Part I and the grantees in Part II are different parties. Each grantee should be separately indexed.

Conveyance

BY

ARGO OIL CORPORATION

DATED DECEMBER 15, 1961

PART I
CONVEYING

TO

THE ATLANTIC REFINING COMPANY

Oil and Gas Properties

Excepting

Argo Production Payment

PRIMARY SUM \$106,000,000

PART II

CONVEYING

TO

THE WEMAC COMPANY,
MON-DAK OIL CORPORATION,
SALEM OIL CORPORATION and
EAST WALL STREET CORPORATION

Argo Production Payment

FEB 08 1962

General Land Office

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JAN 24 1962

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This Conveyance dated December 15, 1961, consisting of two Parts,

Part I being a Conneyance of Oil and Gas Properties Exrepting Argo Production Payment from Argo Oil Corporation,
a Delaware corporation, party of the first part (hereinafter sometimes
called "the Production Payment Owner" or "PPO"), to The Atlantic
Refining Company, a Pennsylvania corporation, party of the second
part (hereinafter sometimes called "the Working Interest Owner" or
"WIO"), and

Part II being a Conveyance of Argo Production Payment from Argo Oil Corporation to The Wemac Company, a Delaware corporation, Mon-Dak Oil Corporation, a Delaware corporation, Salem Oil Corporation, a Delaware corporation, and East Wall Street Corporation, a Delaware corporation (hereinafter collectively sometimes called the "PP-Assignees"), parties of the third part,

WITNESSETH:

For all purposes of this Conveyance, unless the context otherwise requires:

- (a) The terms "Production Payment Owner" and "PPO" shall mean the party of the first part hereto and its successors in interest and assigns, including the PP-Assignees, their respective successors in interest and assigns, except that the terms "Production Payment Owner" and "PPO" as used in Subsections B, C and D of § 1.1, Article Fourth, Article Seventh and § 8.1 shall mean only the party of the first part hereto.
- (b) All references herein to "Parts", "Articles", "Sections" ("§§"), "Clauses" or other subdivisions refer to the corresponding Parts, Articles, Sections (§§), Clauses and other subdivisions of this instrument; and the words "this Conveyance", "herein", "hereof", "hereby", "hereunder" and words of similar import, refer to this instrument as a whole and not to any particular Part, Article, Section (§), Clause or other subdivision hereof.

- (c) "Hydrocarbons" shall mean collectively oil, gas and other hydrocarbons.
- (d) "Corporation" shall include any voluntary association, joint stock company, business trust or similar organization.
- (e) "Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, including the United States, any State, Municipality or local authority, or any political subdivision, agency or department thereof.
- (f) An "Affiliate" of WIO shall mean any person who or which, directly or indirectly, controls or is controlled by or is under common control with WIO.
- (g) "Independent", when applied to any described person, shall mean such a person who or which (1) is in fact independent, (2) does not have any substantial interest, direct or indirect, in WIO or in any Affiliate of WIO, and (3) is not connected with WIO or any Affiliate of WIO, as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

PART I

ARTICLE FIRST

CONVEYANCE TO THE ATLANTIC REFINING COMPANY OF OIL AND GAS PROPERTIES AND EXCEPTION OF ARGO PRODUCTION PAYMENT

- § 1.1. Conveyance and Exception. Argo Oil Corporation (PPO), for valuable consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of 7 o'clock A. M., on December 22, 1961 (said hour and date being hereinafter called "the Effective Date"), unto The Atlantic Refining Company (WIO), the following:
 - A. The oil and gas leases, the oil, gas and mineral leases and the leasehold, fee, mineral, royalty and overriding royalty interests and other interests which are specifically described in Exhibit A attached to this Conveyance and hereby made a part of both Part I and Part II of this Conveyance (hereinafter called "Exhibit A"); subject, however, to the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth

in the specific descriptions of said properties and interests in Exhibit A (including the presently existing and valid royalties, overriding royalties, payments out of production, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and other instruments and matters, referred to in Exhibit A);

- B. All of PPO's right, title and interest in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any Federal, State or other governmental agency having jurisdiction), which are described in *Exhibit A* or which relate to any of the properties and interests specifically described in *Exhibit A*;
- C. All of PPO's right, title and interest in, to and under, or derived from, all of the presently existing and valid oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which are described in *Exhibit A* or which relate to any of the properties and interests specifically described in *Exhibit A*;
- D. Without limiting the foregoing, all of PPO's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands specifically described in Exhibit A, even though PPO's interests in said lands be incorrectly described in, or a description of such interests be omitted from, Exhibit A; and all of PPO's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases and leasehold, fee, mineral, royalty and overriding royalty interests, and all other interests of whatsoever character, in so far as the same cover or relate to said lands, even though said oil and gas leases, said oil, gas and mineral leases and said leasehold, fee, mineral, royalty and overriding royalty interests, and other interests, be incorrectly described in, or a description thereof be omitted from, Exhibit A.

All of the above described properties, interests and rights are hereinafter collectively called the "Subject Interests". The term "Subject Interests" shall include also (i) the above described properties, interests and rights as the same may be enlarged or diminished by the provisions of any contract, agreement or other instrument de-

scribed in Exhibit A, or by the removal of any charges or encumbrances to which any of said properties, interests or rights are subject, (ii) any and all renewals and extensions of any of said properties, interests or rights, (iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described above in Subsections B and C of this Section in so far as the same relate to any Subject Interest and (iv) all rights, titles and interests accruing or attributable to any Subject Interest by virtue of its being included in any unit.

Expressly Excepting, however, from the conveyance in this Part I and retaining unto PPO, as a

Production Payment

the applicable undivided percentages specified in the Tabulation below of all the Hydrocarbons in and under, and which may be produced and saved from, and which shall accrue or be attributable to, the Subject Interests in each of the five classes listed in the Tabulation below (as the same may be enlarged or diminished and including any renewal, extension, supplement, amendment, unitization, etc., of such Subject Interests, all as provided for in the definition of the "Subject Interests" in this Section), from and after the Effective Date and throughout the period specified in § 1.3; subject, however, to the provisions of § 1.2; and further excepting and retaining unto PPO, all right, title and interest in, to and under, or derived from, all contracts and agreements for the sale of "Subject Hydrocarbons" (as defined below), or any portion thereof, whether presently existing or hereafter entered into in accordance with § 1.4 (said contracts and agreements being hereinafter collectively called "the Production Sales Contracts"), in so far, and only in so far, as the Production Sales Contracts cover the sale of "PP Hydrocarbons" (as defined below).

The Hydrocarbons in and under, and which may be produced and saved from, and shall accrue or be attributable to, the Subject Interests from and after the Effective Date and throughout the period specified in § 1.3 are herein sometimes called the "Subject Hydrocarbons"; the below specified undivided percentages thereof so expressly excepted and retained are herein sometimes called the "PP Hydrocarbons"; and the PP Hydrocarbons, together with all other rights, titles, inter-

ests, estates, remedies, powers and privileges appurtenant or incident thereto, excepted and retained by PPO under this Part I (including, without limitation, all right, title and interest in the Production Sales Contracts excepted and retained as aforesaid), are herein sometimes called "the Argo Production Payment".

Said specified undivided percentages of the Subject Hydrocarbons are the applicable percentages set forth in the Tabulation below under the respective headings hereinafter defined.

TABULATION OF PERCENTAGES OF SUBJECT HYDROCARBONS EXCEPTED, ETC.

Schedule I Presently Productive Pools		Schedule I Subsequently Dis- covered Pools		
Part A Interests	Part B Interests	Part A Interests	Part B Interests	Schedule II Interests
80%	81.875%	50%	55.625%	95%

For the purposes of the foregoing Tabulation:

- (a) A "Pool" shall mean a sand or formation forming a single and natural reservoir of Hydrocarbons characterized by a single and independent natural pressure system.
- (b) A "Schedule I Presently Productive Pool" shall mean any Pool containing Subject Hydrocarbons which may accrue or be attributable to any of the Subject Interests specifically described in Schedule I of Exhibit A, which Pool on the Effective Date is producing Subject Hydrocarbons, or is capable of producing Subject Hydrocarbons but is temporarily shut in, excluding, however, (i) any Pool containing Subject Hydrocarbons which may accrue or be attributable to any of the Subject Interests referred to as Parcel Nos. A-9 to A-24, inclusive, in Subdivision 1.06, De Witt County, Texas, of said Schedule I, (ii) any Pool containing Subject Hydrocarbons which may accrue or be attributable to any of the Subject Interests described in Subdivision 6.01, Adams and Jefferson Counties, Mississippi, and in Subdivision 6.03, Jefferson County, Mississippi, of said Schedule I, and (iii) any Pool below the base of the Madison Formation containing Subject Hydrocarbons which may accrue or be attributable to the Subject Interests referred to as Parcel No. A-1 in Subdivision 2.04, Park County, Wyoming, of said Schedule I.

- (c) A "Schedule I Subsequently Discovered Pool" shall mean any Pool, other than a Schedule I Presently Productive Pool, containing Subject Hydrocarbons which may accrue or be attributable to any of the Subject Interests specifically described in said Schedule I (including the Pools referred to in clauses (i), (ii) and (iii) of subparagraph (b) above).
- (d) "Part A Interests" shall mean the Subject Interests specifically described in Part A of the respective subdivisions by counties and parishes of said Schedule I, and "Part B Interests" shall mean the Subject Interests specifically described in Part B of said subdivisions.
- (e) "Schedule II Interests" shall mean the Subject Interests specifically described in Parts A and B of the respective subdivisions by counties and parishes of Schedule II of Exhibit A, except that if any Subject Interest described in Part B of any of said subdivisions (or any portion of such Subject Interest) ceases to be subject to the oil and gas lease or leases or the oil, gas and mineral lease or leases to which it is described as being subject, or possibly subject, or to any extension or renewal of any such lease, thereafter such Subject Interest (or portion thereof) shall be deemed a "Part B Interest" of Schedule I of Exhibit A for the purpose of determining the applicable undivided percentage under the foregoing Tabulation.

And This PART I of this Conveyance Further Witnesseth that. for the consideration aforesaid, party of the first part by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto WIO all of the right, title and interest of the party of the first part in and to all personal property, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the Subject Interests or the production, treating, storing or transportation of Hydrocarbons or other minerals, including, but not by way of limitation, wells, tanks, boilers, buildings, fixtures, machinery and other equipment, pipe lines, power lines, telephone and telegraph lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development or operation of the Subject Interests or the production, treating, storing or transportation of Hydrocarbons or other minerals, all such personal property, easements, permits,

licenses, servitudes and rights-of-way being hereinafter called "the Assigned Appurtenances".

To Have and to Hold the properties, rights, titles, interests, estates, powers, privileges and appurtenances by this Part I granted, bargained, sold, conveyed, assigned, transferred, set over and delivered as aforesaid unto WIO, its successors and assigns, forever.

- § 1.2. Certain Provisions with respect to PP Hydrocarbons. All the provisions of this Part I with respect to the ascertainment and computation, or the receipt and realization, of the PP Hydrocarbons or with respect to the discharge of the Argo Production Payment shall be subject to the limitations, provisions and conditions set forth in the following Subsections A to G, inclusive:
 - A. Unless the context otherwise requires, the words "Subject Hydrocarbons" and "PP Hydrocarbons" shall be deemed to include the proceeds of such Hydrocarbons.
 - B. For the discharge of the Argo Production Payment, PPO shall look exclusively to the PP Hydrocarbons and WIO shall not be liable for such discharge.
 - C. The Argo Production Payment shall not be dischargeable out of the value of any products resulting from any manufacturing, processing or refining operation in excess of the fair market value at the wellhead of the PP Hydrocarbons entering into such manufacturing, processing or refining operation.
 - D. The Argo Production Payment shall not be dischargeable out of any bonus which WIO shall receive for any lease, sublease or assignment of any of the Subject Interests or out of any payments to WIO in connection with the drilling or deferring of drilling of a well on any of the Subject Interests or in connection with any adjustments of wells and leasehold equipment upon unitization of any Subject Interest.
 - E. The computation of the amount of the PP Hydrocarbons shall be made upon the basis of the net amount of Hydrocarbons which shall accrue or be attributable to the Subject Interests as owned by the party of the first part hereto immediately prior to the execution and delivery of this Conveyance (as the same may be enlarged or diminished and including any renewal, extension, sup-

plement, amendment, unitization, etc., of such Subject Interests, all as provided for in the definition of the "Subject Interests" in § 1.1).

- F. There shall not be included in the PP Hydrocarbons any Hydrocarbons unavoidably lost in the production thereof or produced and saved from any Subject Interests and used by WIO in conformity with good field practices for drilling and production operations (including gas injection, secondary recovery, pressure maintenance, repressuring or cycling operations) conducted for the purpose of producing Subject Hydrocarbons from the Subject Interests or from any unit to which such Subject Interests are committed, but only so long as such Hydrocarbons are so used.
- G. So long as and to the extent that the same may be required by applicable laws or regulations, in the case of any lease from the United States of America included in the Subject Interests, from which lease the average production of oil per well per day averaged on the monthly basis is 15 barrels or less, the obligation to pay and the right of PPO to receive the proceeds of oil produced from such lease shall be suspended until said average production of oil per well per day exceeds said minimum amount and such suspension shall apply separately to any zone or portion of such lease segregated for computing government royalty. Nevertheless, during the period of any such suspension of the obligation to pay and the right of PPO to receive the proceeds of oil produced from any such lease from any "Schedule I Presently Productive Pool" (as defined in § 1.1), the amount of PP Hydrocarbons produced and saved from other Subject Interests from "Schedule I Presently Productive Pools" shall be increased by an amount sufficient to equal in value the amount of the proceeds whose payment is so suspended, except that the amount of the PP Hydrocarbons produced, saved and sold from such other Subject Interests shall in no such event be increased to more than 85% of the Subject Hydrocarbons accruing or attributable to such other Subject Interests.
- § 1.3. Amount, Term and Discharge of Argo Production Payment. The Argo Production Payment shall continue and remain in full force and effect until PPO shall have received and realized, out of the PP Hydrocarbons, the full aggregate sum of the amounts below specified in Subsections A, B, C, D and E of this Section, free and clear of all exploration, development, operating, producing, lifting, handling,

gathering, treating, compressing, storing, marketing, trucking and all other transportation costs, charges and expenses and other costs, charges and expenses of every kind whatsoever (all such costs, charges and expenses being hereinafter called "Production Expenses"):

- A. \$106,000,000 (hereinafter called "the Primary Sum"), together with all increases thereof herein expressly provided for; plus
- B. an amount (hereinafter called the "increment accrual") computed at the rate of 5½% per annum (on the basis of a 365-day year) from December 22, 1961 on the unliquidated balance of the Primary Sum (hereinafter called the "Primary Balance"),
 - (1) the first such computation to be made on February 27, 1962 for the period commencing with and including December 22, 1961 up to and including February 26, 1962, on the amount of the Primary Balance on December 22, 1961, and
 - (2) subsequent computations to be made monthly on the first day of each "Accounting Month" (as defined below) for the preceding Accounting Month, on the amount of the Primary Balance on the first day of such preceding Accounting Month; plus
- C. an amount equal to the aggregate of all amounts which may be paid by PPO on account of
 - (1) ad valorem taxes of the character described in § 3.1E which have not been paid by WIO as required by § 3.1E, and
 - (2) severance, gross production, occupation, gathering, pipeline regulating and other taxes and assessments of any kind whatsoever (other than taxes on or measured by the income or profits of PPO and other than franchise taxes of PPO) imposed or assessed with respect to or measured by or charged against the Argo Production Payment or the PP Hydrocarbons and all other taxes required by law to be deducted from the proceeds of PP Hydrocarbons (said taxes being hereinafter called "Production Taxes"), which have not been paid by WIO as required by § 3.1E or deducted from the proceeds of PP Hydrocarbons and paid for the account of PPO,

together with an amount equal to interest thereon at the rate of $5\frac{1}{2}\%$ per annum from the date of payment; plus

- D. an amount equal to all franchise, income and profits taxes, or taxes measured by income or profits (including, without limitation, interest and penalties, if any, and any tax attributable to the gain from any sale or other disposition, in whole or in part, of the Argo Production Payment) which may be imposed on any assignee or grantee (its successors or assigns) of the party of the first part by, and have been paid or are payable by such assignee or grantee (its successors or assigns) to, any State in which any of the Subject Interests are located and which are attributable to
 - (1) the ownership, sale or other disposition by such assignee or grantee (its successors or assigns) of the Argo Production Payment, or any part thereof, or
 - (2) any indebtedness incurred by such assignee or grantee (its successors or assigns) in connection with the acquisition of the Argo Production Payment, or any part thereof, or
 - (3) the receipt of proceeds of PP Hydrocarbons,

together with an amount equal to interest thereon at the rate of 5½% per annum from the date of payment; provided, however, that there shall be included in such amount any tax attributable to the gain from any sale or other disposition, in whole or in part, of the Argo Production Payment, only to the extent that such gain is not attributable to any part of the consideration received upon such sale or disposition in excess of the Primary Balance or, in the case of a partial sale or disposition, in excess of that portion of the Primary Balance attributable to the part so sold or disposed of; plus

E. an amount equal to the aggregate of all reasonable expenses of any assignee or grantee (its successors or assigns) of the party of the first part hereto incidental to the acquisition, ownership, mortgaging and transfer of the Argo Production Payment, or any part thereof, the obtaining of any loan secured thereby and the receipt and disbursement of moneys on account thereof (including, but not limited to, all fees and expenses of independent accountants, counsel and counsel for lenders and all fees incurred in connection with and all costs and expenses of litigation and the contest, release or discharge of any adverse claim or demand made or proceeding instituted by any person, other than any such assignee or grantee (its successors or assigns), affecting, in any manner whatsoever, the Argo Production Payment or the PP Hydrocarbons), which shall have been paid or incurred by

any such assignee or grantee (its successors or assigns), together with an amount equal to interest thereon at the rate of 5½% per annum from the date of payment; provided, however, that the aggregate amount (exclusive of amounts equal to interest) which all of such assignees and grantees (their successors or assigns) shall be entitled to receive on account of all expenses specified in this Subsection shall not exceed \$750,000 during the entire term of the Argo Production Payment;

IT BEING THE INTENTION HEREOF that PPO shall be entitled to receive and realize out of the PP Hydrocarbons the net aggregate sum of the amounts above specified in Subsections A and B of this Section, free and clear of all Production Expenses (which shall be borne and paid by WIO), and over and above all taxes, costs and expenses of the character and amount described and specified in Subsections C, D and E of this Section.

All Production Taxes imposed with respect to or measured by or charged against the PP Hydrocarbons and for which PPO is liable, may be deducted from the proceeds of PP Hydrocarbons and paid for the account of PPO, and in the case of any such deduction the amount so deducted shall not be deemed to be the proceeds of PP Hydrocarbons received or realized by PPO for all purposes hereof.

For all purposes of this Part I, the net proceeds of PP Hydrocarbons actually received by PPO on or before February 26, 1962, shall be deemed to have been received and applied immediately after the opening of business on February 27, 1962, and such proceeds actually received up to the close of business on the last day of each Accounting Month after February 26, 1962, shall be deemed to have been received and applied immediately after the opening of business on the first day of the next succeeding Accounting Month; provided, however, that, if any date of application specified above (herein called a "regular application date") shall be a Saturday, Sunday or legal holiday under the law of the jurisdiction in which such proceeds are received by PPO, such proceeds (to the extent theretofore received) shall be deemed to have been received and applied on the last business day next preceding such regular application date which is not a Saturday, Sunday or legal holiday in such jurisdiction, but the amount of such proceeds to be

applied pursuant to the following Clause First shall nevertheless be the amount under Subsection B of this Section accrued up to (but not including) such regular application date. Such net proceeds shall be deemed to have been applied on each such date as follows:

First, to the amounts referred to in the foregoing Subsection B of this Section accrued up to (but not including) the relevant regular application date, and

Second, to the amount referred to in the foregoing Subsection C of this Section, to the extent then ascertained, and

Third, to the amount referred to in the foregoing Subsection D of this Section, to the extent then ascertained, and

Fourth, to the amount referred to in the foregoing Subsection E of this Section, to the extent then ascertained, and

Fifth, to the reduction of the Primary Balance;

provided, however, that, in the event such proceeds so available for application on any such date of application shall be insufficient to cover the full amount of the increment accrual specified in the foregoing Clause First, the Primary Balance shall be forthwith increased by an amount equal to the amount of such deficiency.

The term "Accounting Month" shall mean any monthly period commencing with and including the 27th day of any calendar month and ending on and including the 26th day of the next succeeding calendar month.

When said full aggregate sum of the amounts specified in the foregoing Subsections A to E, inclusive, of this Section has been received by PPO as aforesaid, the Argo Production Payment shall be fully discharged; provided, however, that the Argo Production Payment shall, in any event, forthwith terminate whenever 21 years less 1 day shall have elapsed after the death of the survivor of all of the descendants of Theodore Roosevelt, late President of the United States of America, who are living at the date of the earliest execution of this instrument by any of the parties hereto.

§ 1.4. Marketing and Taking in Kind. WIO will duly perform all obligations performable by it under the Production Sales Contracts

in accordance with the terms thereof and will take all appropriate measures to enforce the performance under each Production Sales Contract of the obligations to WIO and PPO of the other parties thereto. The PP Hydrocarbons, as produced and saved, shall be delivered by WIO to the purchasers thereof for the credit of PPO, free of all Production Expenses, into the pipelines to which the wells producing PP Hydrocarbons may be connected or to such other point of purchase in or near the field where produced as is reasonably required in the marketing thereof.

Subject to the rights of PPO set forth in the next succeeding paragraph of this Section, (i) WIO shall market the PP Hydrocarbons, on behalf and for the account of PPO (and it shall not be necessary for PPO to join in any Production Sales Contract or any amendment thereof), on the same basis as WIO markets its share of the Subject Hydrocarbons but never for less than the fair market value thereof at the wellhead when marketed or, in the case of sales pursuant to then existing Production Sales Contracts, at the contract prices receivable thereunder, and (ii), subject to the rights of purchasers under then existing Production Sales Contracts, WIO shall be entitled at any time and from time to time to purchase all or any part of the PP Hydrocarbons, and in such case, WIO shall pay to PPO on or before the 26th day of each calendar month next succeeding the calendar month in which they are purchased, a price equal to the fair market value thereof at the wellhead at the time of purchase.

From time to time, upon the giving of at least 90 days prior notice in writing to WIO, PPO shall be entitled, at its election, to take in kind, all or any part of the PP Hydrocarbons, subject, however, to the rights of purchasers under any then existing Production Sales Contracts described or referred to in Exhibit A or to which PPO shall have theretofore given its consent in writing; provided, however, that each such notice shall specify the particular Subject Interests from which the PP Hydrocarbons covered by such notice are to be taken and shall specify the date of the commencement of the taking by PPO (which shall be the first day of a calendar month), and each taking shall be for the period specified in such notice which shall not be less than one year. In such event, PPO shall market such PP Hydrocarbons

for the best price obtainable when marketed, but never for less than the fair market value thereof when produced, or in the case of sales pursuant to such Production Sales Contracts, at the contract prices receivable thereunder, and the Argo Production Payment shall be credited with the proceeds of any such sale, less any Production Taxes thereon deducted and paid for the account of PPO as provided by § 1.3, or otherwise paid by PPO, in the same manner as if the PP Hydrocarbons had been marketed by WIO. No such taking by PPO shall obligate WIO to incur any additional expense by reason of such taking, but WIO shall continue to pay costs and expenses in the same manner and to the same extent hereunder as if there had been no such taking by PPO.

All obligations of WIO hereunder shall be subject to compliance by WIO with the applicable provisions of the Natural Gas Act and all applicable rules and regulations of the Federal Power Commission. Rates permitted to be paid for PP Hydrocarbons under the Natural Gas Act and said rules and regulations shall be deemed to control if varying from prices established in Production Sales Contracts. WIO shall use its reasonable discretion in making filings with the Federal Power Commission affecting Production Sales Contracts.

§ 1.5. Withholding and Restitution of Proceeds of PP Hydrocarbons. If any of the proceeds of PP Hydrocarbons shall be withheld for any reason whatsoever, then PPO shall not be deemed to have received or realized any net proceeds from such PP Hydrocarbons until, and only to the extent that, the net proceeds from the sale thereof have actually been received by PPO; or if, at any time whatsoever either before or after the receipt of the full aggregate sum of the Argo Production Payment specified in § 1.3, PPO shall be compelled, for any reason whatsoever, to make any payment or restitution on account of proceeds of any PP Hydrocarbons theretofore received by PPO, then, at the time any such payment or restitution is made, the Primary Balance shall from the date of such payment or restitution be increased by an amount equal to such payment or restitution (plus all amounts which PPO shall be compelled to pay in the nature of interest, damages and penalties).

ARTICLE SECOND

PROTECTION TO PURCHASERS OF PRODUCTION

§ 2.1. No person purchasing or taking or processing any Subject Hydrocarbons shall be required to take notice of, or keep informed as to, the discharge or termination of the Argo Production Payment until the actual receipt by such person of written notice advising such person of such discharge or termination.

ARTICLE THIRD

COVENANTS OF THE WORKING INTEREST OWNER

WIO hereby covenants as follows:

- § 3.1. Operation of the Subject Interests. WIO, so long as the Argo Production Payment shall remain in force and effect, will, at its own cost and irrespective of who may be the operator of the Subject Interests, cause
 - A. the Subject Interests to be maintained and developed and continuously operated for the production of Hydrocarbons in a good and workmanlike manner and in accordance with sound field practices and all applicable Federal, State and local laws, rules and regulations (except those being contested in good faith);
 - B. all rentals and royalties, and all liabilities of any kind or nature, including, without limitation, all liabilities for labor, material, supplies and equipment incurred in, or arising from, the administration, operation or development of, or the gathering, producing, treating, processing, storing, marketing or transporting of, the Subject Hydrocarbons, to be paid punctually when due, or, as to any thereof which are being contested in good faith, promptly after the final determination of such contest;
 - C. all machinery, equipment and facilities of any kind now or hereafter located on the Subject Interests and necessary or useful in the operation thereof for the production of Hydrocarbons therefrom, to be provided and to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto needful to such end, to be promptly made;

D. written notice to be given to PPO of every material adverse claim or demand (of which WIO has knowledge or notice) made by any person affecting the Subject Interests or the Subject Hydrocarbons in any manner whatsoever, or of any material adverse proceedings instituted with respect thereto, and all necessary and proper steps to be diligently taken to protect and defend the Subject Interests and the Subject Hydrocarbons against any such adverse claim, demand or proceeding, including, but not limited to, the prosecution or defense of litigation or the contest of any such claim, demand or proceeding; provided, however, that WIO may settle or effect an arrangement for the release or discharge of any such claim, demand or proceeding, at the sole expense of WIO and, if such settlement or arrangement adversely affects or may affect any of the Subject Interests or any of the Subject Hydrocarbons in any manner whatsoever, with the consent of PPO:

E. all ad valorem taxes and all Production Taxes imposed or assessed upon or measured by or charged against the Subject Interests or the Argo Production Payment or the Subject Hydrocarbons or against PPO by reason of its ownership of the Argo Production Payment, or against any mortgagee of the Argo Production Payment by reason of his or its mortgage interest, to be rendered and paid punctually before the same become delinquent (or, as to any thereof which are being contested in good faith, promptly after the final determination of such contest), together with any interest and penalty payable in connection therewith; and

F. WIO's interest in each of the Subject Interests to be kept free and clear of liens, charges and encumbrances of every character, other than (1) taxes constituting a lien but not yet due and payable; (2) defects or irregularities of title or liens, charges or encumbrances which are not such as to interfere materially with the operation, value or use of such Subject Interest, or materially affect title thereto; (3) Production Sales Contracts; (4) those set forth or referred to in the specific descriptions of the Subject Interests in Exhibit A and other liens, charges and encumbrances existing on the date hereof which, in the judgment of PPO reasonably exercised, will not materially delay the discharge of the Argo Production Payment; (5) those permitted by § 5.2; (6) those being contested in good faith; and (7) those consented to in writing by PPO;

PROVIDED, HOWEVER, that WIO shall have the right to abandon any Subject Interest (or any portion thereof) when there is no well located on such Subject Interest (or such portion thereof) which is

capable of producing Hydrocarbons in paying quantities and when WIO has reasonably determined that no well or no additional well may be completed thereon which would be capable of producing Hydrocarbons in paying quantities in addition to permitting WIO to recover from its share of such Hydrocarbons over the anticipated life of the well its initial direct costs of completing and equipping such well or additional well. For all purposes of this Section, the words "in paying quantities", as applied at any time to the producing capability of any well, shall mean that, in the light of conditions existing at the time of determination and which reasonably appear not to be temporary, such well is producing or is or will be capable of producing Hydrocarbons whose aggregate value, less only the Hydrocarbons accruing or attributable to all lessors' royalties, overriding royalties and payments out of production (other than the Argo Production Payment) described or referred to in Exhibit A, exceeds or will exceed the direct costs of operation of such well and preparing the production thereof for marketing, plus an amount equal to 10% of such direct costs in lieu of general and administrative, overhead and allocated costs. Payments on account of the Argo Production Payment or on account of any royalties, overriding royalties or any other payments out of production shall not be deemed to constitute such direct costs.

In each case where the preceding paragraph of this Section permits WIO to abandon any Subject Interest (or any portion thereof) (i) any such Subject Interest (or portion thereof) which may be so abandoned shall, upon abandonment, cease to be subject to the Argo Production Payment and (ii) WIO, in lieu of abandoning any Subject Interest (or any portion thereof) under the preceding paragraph, may sell, assign or convey the same free and clear of the Argo Production Payment without any consent of PPO and PPO shall not have any right to any proceeds from such sale, assignment or conveyance. Any interest in any such Subject Interest (or any portion thereof) so sold, assigned or conveyed which may be excepted from such sale, assignment or conveyance, or retained by WIO, shall not be released thereby from the Argo Production Payment.

Anything herein to the contrary notwithstanding, WIO, with respect to properties as to which it holds only a royalty, overriding royalty, production payment or other similar interest, and with respect

to properties in which WIO has less than a majority of the working interest and is not the operator, shall not be obligated itself to perform or cause to be performed undertakings which are beyond WIO's control, provided, however, that WIO will promptly take all such action legally available to it to bring about the performance of any such undertakings by the person or persons having control over such performance; and WIO, with respect to all of the Subject Interests, shall not be obligated to perform or cause to be performed undertakings which would cause WIO to violate or breach any provision contained in any of the presently existing contracts, agreements or other instruments and matters referred to in Exhibit A.

If any Hydrocarbons other than Subject Hydrocarbons shall be used by WIO in conducting any gas injection, secondary recovery, pressure maintenance, repressuring or cycling operation or any other producing operation, such Hydrocarbons shall remain the property of WIO and WIO shall be entitled to recover the same on a basis satisfactory to PPO.

§ 3.2. Remedies of PPO. Should WIO fail to perform or observe any of the covenants or conditions provided in this Part I to be performed or observed by WIO and such failure continue unremedied more than 30 days (or such longer period reasonably required to complete performance diligently commenced within 30 days) after written demand is made of WIO by PPO for performance, PPO, in addition to all other remedies available to it at law or in equity,

A. shall thereupon and thereafter have the continuing right, privilege and option (but shall be under no duty) to effect performance or observance, on behalf and at the expense of WIO, of such covenant, agreement or undertaking, which has not been performed or observed by WIO, in which event PPO may advance funds and incur and pay bills for expenses for such purpose and shall be reimbursed out of the proceeds of the Subject Hydrocarbons attributable to WIO's interests therein, together with interest on the unliquidated amounts thereof at the rate of 6% per annum from the date of such payment, and any purchaser of such Subject Hydrocarbons is authorized and directed to make payment to PPO out of the Subject Hydrocarbons attributable to WIO's interest therein for the amount which PPO shall certify to such purchaser that it has paid and which WIO is obligated to pay hereunder, and

B. upon written notice to WIO by PPO, shall succeed to all rights of WIO with respect to the possession, operation, exploration and development of the Subject Interests held by it, and may use in connection therewith the Assigned Appurtenances and all other properties and rights of a similar character acquired by virtue of or in connection with WIO's ownership of the Subject Interests then held by WIO and situated upon or used in connection with the exploration, development or operation of the Subject Interests or the producing, treating, storing or transporting of Hydrocarbons or other minerals, and PPO shall have the right, on behalf and for the account of WIO, to sell and utilize all of the Subject Hydrocarbons attributable to WIO's interests therein and to apply the proceeds thereof to the costs and expenses (including counsel fees) of the exploration, operation and development of the Subject Interests or the producing, treating, storing or transporting of Hydrocarbons or other minerals, and to reimburse PPO for any amounts so expended by PPO, and WIO shall reimburse PPO upon demand for all amounts so expended by PPO (to the extent that such amounts are not paid out of WIO's interests in the proceeds of such Subject Hydrocarbons), together with interest on the unliquidated amounts at the rate of 6% per annum from the date of such expenditure, provided, however, that, upon PPO succeeding to all rights of WIO under this Subsection B, said rights shall be exercised in accordance with generally approved practices of prudent operators, and

C. shall have the continuing right, privilege and option (but shall be under no duty) to pay any of the costs, expenses, taxes (which taxes are not being contested in good faith by WIO) or other amounts which WIO has agreed to pay under this Part I which have become delinquent, and to be reimbursed out of the proceeds of the Subject Hydrocarbons attributable to WIO's interests therein, together with interest on the unliquidated amounts thereof, at the rate of 6% per annum from the date of such payment, and any purchaser of such Subject Hydrocarbons is authorized and directed to make payment to PPO out of the Subject Hydrocarbons attributable to WIO's interest therein for the amount which PPO shall certify to such purchaser that it has paid and which WIO is obligated to pay hereunder, and

D. shall be entitled to specific performance or observance of such covenant, agreement or undertaking or to apply to a court of equity in aid of the execution of any power herein granted and for the appointment of a receiver of the interests in the Subject Interests held by WIO and the Subject Hydrocarbons attributable thereto.

All remedies to which PPO shall have become entitled under this Section shall terminate either

- E. when the Argo Production Payment is discharged or terminates and all amounts then due and payable to PPO pursuant to this Section, including amounts payable for interest as aforesaid, shall have been duly paid in full, or
- F. at such earlier date when all defaults of WIO shall have been remedied and all such amounts shall have been duly paid in full, without prejudice, however, to the exercise of any rights herein conferred upon PPO upon any subsequent failure of WIO to perform or observe any of the covenants or conditions herein provided to be performed or observed by WIO.
- § 3.3. Reports to PPO. While the Argo Production Payment remains in force and effect, WIO will, at its own expense, furnish to PPO, in such number of counterparts as PPO may request, the following:
 - A. Upon request of PPO, but not more than once in any calendar year, reports prepared by or for WIO concerning (1) the productivity and the productive life of all or any wells included in the Subject Interests or covered by any unitization or pooling agreement to which any part of the Subject Interests may at the time be subject, (2) the quantity of the Hydrocarbons recoverable from the Subject Interests, (3) the projected income and expense attributable to the Subject Interests, and (4) the expediency of any change in methods of treatment and operation of all or any wells included in the Subject Interests, any new drilling or development, any proposed abandonment of a well, any plugging of any well and reopening the same at a different level, any method of repressuring in the field, or any other action with respect to the Subject Interests, the decision as to which may increase or reduce the volume of the Hydrocarbons ultimately recoverable from the Subject Interests, or the rate of production therefrom, or which may shorten or prolong the period of time required for the discharge of the Argo Production Payment, and further, upon request of PPO (but not oftener than once each year), a report of an independent engineer mutually agreeable to PPO and WIO covering such of the matters mentioned in this Subsection as shall be so requested.

- B. Within 60 days after the end of each calendar month, a report showing, for such calendar month, the gross proceeds of the sale of the Subject Hydrocarbons (including Subject Hydrocarbons purchased by WIO for its own use), the quantities so sold, the taxes deducted from or paid out of such proceeds, the proceeds of PP Hydrocarbons receivable by PPO out of said gross proceeds, the number of wells operated, drilled and abandoned and such other information as PPO may reasonably request.
- C. Upon request of PPO, but not more than once in any calendar year, a report as to the preceding calendar year (but not including any period prior to the Effective Date) describing the field-wide units created, and any pressure maintenance or secondary recovery operations effected, during such year affecting any of the Subject Interests (or any portion thereof), and summarizing any other transactions which in the sole opinion of WIO constitute items of major importance affecting the Subject Interests.
- § 3.4. Access to Subject Interests. WIO will permit any one or more representatives designated by PPO at any reasonable time to make such inspection of the Subject Interests and the Assigned Appurtenances as such representatives shall deem proper, and will furnish to PPO, if and whenever requested, such detailed information as PPO may reasonably request concerning the Subject Interests, the operation thereof, and the production and processing of Hydrocarbons therefrom.
- § 3.5. Use of Information. Information acquired by PPO hereunder shall not be used by PPO, or furnished by PPO to others for use, in a manner adverse to or detrimental to the interests of WIO, provided, however, that nothing in this Section shall limit in any manner the exercise by PPO of any right or remedy contained herein or available to it at law or in equity.

ARTICLE FOURTH

WARRANTY OF TITLE

§ 4.1. Subject to the Argo Production Payment, PPO hereby binds itself to warrant and forever defend the title to all and singular the properties and interests referred to in $Subsection\ A$ of § 1.1 and specifically described in $Exhibit\ A$, subject to the matters referred to in

said Subsection A, and also all other Subject Interests and the Assigned Appurtenances, unto WIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under PPO, or any corporation to which it is successor by merger, consolidation, acquisition of business, reorganization or the like, and not otherwise. The conveyance in this Part I is made with full substitution and subrogation of WIO in and to all covenants and warranties by others heretofore given or made in respect of the Subject Interests and the Assigned Appurtenances or any part thereof.

ARTICLE FIFTH

SALE, ETC., AND POOLING AND UNITIZATION OF SUBJECT INTERESTS

- § 5.1. Sale, etc. of Subject Interests. Except as permitted by § 3.1 or § 5.2, WIO shall not, without the consent in writing of PPO, while the Argo Production Payment remains in force and effect, make any surrender, abandonment, sale, conveyance, assignment, lease or sublease, in whole or in part, of any of the Subject Interests, or participate in the pooling or unitization, in whole or in part, of any of the Subject Interests or the Subject Hydrocarbons.
- § 5.2. Pooling and Unitization. Except with the consent in writing of PPO (which consent shall not be unreasonably withheld) and while the Argo Production Payment remains in force and effect, WIO shall not pool or unitize the Subject Interests (or any portion thereof) with leasehold, mineral or other interests not included in the Subject Interests in which either WIO or any Affiliate of WIO owns any interest, other than for the purpose of forming a drilling unit when, in the judgment of WIO, it is necessary or advisable to do so in order to facilitate the orderly development of the Subject Interests and the production from any such drilling unit shall be owned by each of the contributors thereto in the same proportions as the respective surface acreages contributed to such unit by each of such contributors. WIO may, however, without the consent in writing of

PPO, from time to time pool or unitize the Subject Interests (or any portion thereof) with any other portion of the Subject Interests or with leasehold, mineral or other interests in which neither WIO nor any Affiliate of WIO owns any interest. Forthwith after the formation of any unit other than a drilling unit WIO shall furnish to PPO a true copy of the unitization agreement or other instrument creating such unit, together with any operating agreement relating thereto, in such reasonable number of counterparts as PPO may from time to time request. The signature or joinder of PPO shall not be necessary to instruments evidencing the pooling and unitization herein authorized.

ARTICLE SIXTH

MISCELLANEOUS

- § 6.1. Applicable Time. The hour 7 o'clock A. M. on any date shall be determined as to each locality in accordance with the time then generally observed in such locality.
- § 6.2. Covenants Binding on WIO's Successors. All the covenants and agreements of WIO contained in this Part I shall be binding upon the successors and assigns of WIO.
- § 6.3. Failure of Title, etc. No transfer by PPO to WIO of any part of the Subject Interests and no failure of title to, or abandonment of, any part of the Subject Interests shall have the effect of reducing the applicable percentages of PP Hydrocarbons specified in the tabulation in § 1.1 as to the Subject Interests as constituted after said transfer, failure of title or abandonment, or of reducing the amount of the Argo Production Payment or of creating any offset or other prejudice to the Argo Production Payment; and the Argo Production Payment shall continue in full force and effect as to all other Subject Interests.
- § 6.4. Assumption. WIO hereby expressly assumes for the benefit of PPO the performance and observance of all covenants and conditions under the contracts described in Exhibit A imposed on the owner of the Subject Interests except such as may only be performed or observed by PPO.

PART II

ARTICLE SEVENTH

CONVEYANCE TO THE WEMAC COMPANY, MON-DAK OIL CORPORATION, SALEM OIL CORPORATION AND EAST WALL STREET CORPORATION OF ARGO PRODUCTION PAYMENT

§ 7.1. Conveyance. Argo Oil Corporation (PPO), for valuable consideration paid by The Wemac Company, Mon-Dak Oil Corporation, Salem Oil Corporation and East Wall Street Corporation (the PP-Assignees), respectively, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver, effective as of the Effective Date, unto each PP-Assignee the fractional undivided interest set opposite its name below in the Argo Production Payment, to wit:

Name of PP-Assignee	Fractional Undivided Interest
The Wemac Company	39/106ths
Mon-Dak Oil Corporation	29/106ths
Salem Oil Corporation	20/106ths
East Wall Street Corporation	18/106ths
Total	106/106ths

To Have and to Hold said respective fractional undivided interests in the Argo Production Payment unto the respective PP-Assignees, and their respective successors and assigns, forever.

§ 7.2. Warranty. PPO covenants and warrants that it has the legal right and authority to grant, bargain, sell, convey, assign, transfer, set over and deliver the Argo Production Payment; the entire amount of the Argo Production Payment is outstanding and undischarged, and PPO has not received anything whatsoever towards the satisfaction of the same; PPO has not received any notice of default or claimed default of any kind whatsoever with respect to any of the Subject Interests; all taxes and assessments of any kind whatsoever levied upon or assessed against or measured by the production of Hydrocarbons therefrom have been duly paid or provided for; and there are no suits or proceedings pending or, to PPO's knowledge, threatened against or affecting any of the Subject Interests before any

court or by or before any governmental commission, bureau or other regulatory authority, except such as have heretofore been disclosed by PPO in writing to the PP-Assignees; and PPO hereby binds itself to warrant and forever defend the Argo Production Payment unto the PP-Assignees, their respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under PPO, or any corporation to which it is successor by merger, consolidation, acquisition of business, reorganization or the like, and not otherwise.

The conveyance contained in this *Part II* is made with full substitution and subrogation of the respective PP-Assignees in and to all covenants and warranties by others heretofore given or made in respect of the Subject Interests or any part thereof.

- § 7.3. PPO Not Liable. PPO shall not be liable for the discharge of the Argo Production Payment, and the PP-Assignees shall look exclusively to the PP Hydrocarbons for the discharge thereof.
- § 7.4. No Preference or Priority. None of the fractional undivided interests in the Argo Production Payment shall have any preference or priority over any of the other fractional undivided interests in the Argo Production Payment.
- § 7.5. Allocation of Net Proceeds to Certain Taxes and Expenses. Each PP-Assignee, or its successors in interest and assigns, shall be entitled, from time to time, to an amount of the net proceeds applied pursuant to Clauses Third and Fourth of § 1.3 equal to the taxes imposed on and paid or payable by such PP-Assignee, or its successors in interest and assigns, as contemplated by Subsection D of § 1.3 and to the expenses paid or incurred by such PP-Assignee, or its successors in interest and assigns, as contemplated by Subsection E of § 1.3; provided, however, that the net proceeds to which any PP-Assignee, or its successors in interests and assigns, may be entitled under the provisions of Subsection E of § 1.3 shall not exceed during the entire term of the Argo Production Payment the amount obtained by multiplying \$750,000 by the fractional undivided interest in the Argo Production Payment hereinabove set opposite such PP-Assignee's name.

THE FOLLOWING PROVISIONS SHALL BE DEEMED TO BE INCORPORATED IN BOTH PARTS OF THIS CONVEYANCE

ARTICLE EIGHTH

COMMON PROVISIONS

§ 8.1. Further Assurances. So long as authorized by applicable laws so to do, each of the parties hereto will do, execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to each other party hereto, or its successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Conveyance granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or excepted, excluded, retained and reserved, or otherwise vested, to, by or in such other party or intended so to be.

It is understood and agreed that with respect to oil and gas leases and oil, gas and mineral leases, which or interests in which are included in the Subject Interests, from the United States of America, or from any State or any agency thereof, or from Indian tribes, bands or groups or on lands allotted to Indians in severalty, separate assignments may be executed by PPO in a sufficient number of counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although not specifically containing all of the terms and provisions of this Conveyance, shall be deemed to contain all of the terms and provisions hereof, including all exceptions and retentions, rights, titles, interests, estates, remedies, powers and privileges set forth herein which constitute the Argo Production Payment, as fully to all intents and purposes as though the same were set forth at length in each such separate assignment.

§ 8.2. Successors and Assigns. All the covenants and agreements of WIO and PPO contained in this Conveyance shall be deemed to be covenants running with the land. All of the provisions hereof shall inure to the benefit of the respective successors and assigns of PPO, WIO and the PP-Assignees.

- § 8.3. Sale of Argo Production Payment. Nothing contained in this Conveyance shall in any way limit or restrict the right of each PP-Assignee to sell, convey, assign, mortgage or pledge its respective fractional undivided interest in the Argo Production Payment, in whole or in part.
- § 8.4. Rights of Mortgagee, etc. If any or all of the PP-Assignees shall at any time execute any instrument or instruments covering all or any part of the Argo Production Payment as security for any obligation, the mortgagee, trustee or assignee therein named or the holder or holders of the obligation or obligations secured thereby shall be entitled, to the extent such instrument or instruments so provide, to exercise all of the rights, remedies, powers and privileges hereunder vested in PPO and to give or withhold all consents required to be obtained from PPO hereunder by WIO.
- § 8.5. Notices. Any notice, request, demand, report or other instrument which may be required or permitted to be given to or furnished to or served upon any party hereto or other person succeeding to any interest of a party hereto shall be deemed sufficiently given or furnished or served if in writing and delivered to such party or person or to an officer of such party or person or deposited in the United States mail in a sealed envelope, certified, with postage prepaid, addressed to such party at its address stated below the signature of such party to this Conveyance, or at such other address as the party or person to be addressed shall have previously designated by written notice to the party or person giving such notice or furnishing such report or making such request or demand.
- § 8.6. Counterparts. This Conveyance is being executed in several original counterparts (one of which with all subdivisions of the Schedules in Exhibit A is to be recorded in Yoakum County, Texas, and one of which with all said subdivisions is to be recorded in Hot Springs County, Wyoming), all of which are identical, except that, to facilitate recordation, in certain counterparts those subdivisions of the Schedules in Exhibit A which contain specific descriptions of Subject Interests located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded are included by reference only. Each of such counterparts shall for all purposes be deemed

to be an original, and all such counterparts shall together constitute but one and the same Conveyance.

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance to be duly executed on the date in the acknowledgments annexed hereto.

Attest:

(D. W. STARCK) Secretary

The address of Argo Oil Corporation is:

> 1700 Broadway Denver 2, Colorado

> > THE ATLANTIC REFINING COMPANY

By L.M. REAM, JR.) Treasurer

Attest:

(R. C. PAARZ) Assistant Jecretary

The address of The Atlantic Re-FINING COMPANY is:

> P. O. Box 7258 Philadelphia 1, Pa.

> > THE WEMAC COMPANY

By (A. P. Server) Vice Provident

Attest:

(P. B. Coffey) Assistant Secretary

The address of THE WEMAC COM-

PANY is:

100 West Tenth Street Wilmington 99, Delaware

	Mon-Dak Oil Corporation
	By S. W.
Attest:	(S. Frankenheim) Vice President
Glatestion	_
(G. B. Stephan) Assistant Secretary	
The address of Mon-Dak Oil (PORATION is:	Cor-
229 South State Street	
Dover, Delaware	
	SALEM OIL CORPORATION
	By ROS
	(R. D. SIMMONS) Vice President
Attest:	(R. D. SIMMONS) VICE President
(W. J. MARTIN) Assistant Secretary	v ·
The address of SALEM OIL CORPORATION is:	
100 West Tenth Street	
Wilmington 99, Delaware	
3	East Wall Street Corporation
	By CNiRoss
Attest: D. P. Glakeslee	(C. N. Ross) Vice President
(D. P. BLAKESLEE) Assistant Secreta	ry
The address of East Wall S Corporation is:	STREET
100 West Tenth Street Wilmington 99, Delaware	
Executed by Argo Oil Corporation, Atlantic Refining Company, The W Company, Mon-Dak Oil Corporation Salem Oil Corporation and East Street Corporation in the presence of:	TEMAC ATION, WALL

STATE OF DELAWARE COUNTY OF NEW CASTLE SS.:

I, THOMAS J. McKinnon, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on this 15th day of December, 1961:

There appeared before me severally each of the following persons, each the designated officer of the corporation set opposite his name, each such corporation being a corporation of the State indicated and being a party to the foregoing instrument:

GILBERT J. MUELLER, President of Argo Oil Corporation (Delaware)

- L. M. Ream, Jr., Treasurer of The Atlantic Refining Company (Pennsylvania)
- A. P. SEYLER, Vice President of THE WEMAC COMPANY (Delaware)
- S. Frankenheim, Vice President of Mon-Dak Oil Corporation (Delaware)
- R. D. SIMMONS, Vice President of SALEM OIL CORPORATION (Delaware)
- C. N. Ross, Vice President of East Wall Street Corporation (Delaware)

(Delaware)

Personally came before me each such person, known to me personally to be such officer, and acknowledged said instrument to be his own act and deed, and the act and deed of the corporation set opposite his name; that the signature of such officer is in his own proper handwriting; that the seal affixed is the common or corporate seal of said corporation; and that his act of sealing, executing and delivering said instrument was duly authorized by resolution of the directors of said corporation.

(Colorado)

The foregoing instrument was acknowledged before me this date by each such person, the designated officer of the corporation set opposite his name, the corporation executing the above instrument.

(Kansas)

Before me personally appeared each such person, the designated officer of the corporation set opposite his name, who is personally known to me and known to me to be such officer of said corporation, and the same person executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation set opposite his name, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that such person acknowledged said instrument to be the free act and deed of said corporation.

(Louisiana)

Personally appeared before me each such person, the designated officer of the corporation set opposite his name, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

(Mississippi)

Before me personally appeared each such person to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation set opposite his name, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

(New Mexico)

Before me personally appeared each such person, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation set opposite his name, and acknowledged to me that he executed said instrument in the capacity therein stated for the purposes and consideration therein expressed, and as the act of said corporation. (Texas)

Before me personally appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation set opposite his name, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed, on behalf of said corporation by authority of its Board of Directors, and such person acknowledged said instrument to be the free act and deed of said corporation.

(Wyoming)

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, in the City of Wilmington, County of New Castle, State of Delaware, this 15th day of December, 1961.

[NOTARIAL SEAL]

(THOMAS J. McKINNON) Notary Public

My commission expires November 14, 1962

EXHIBIT A

TO

CONVEYANCE

Dated December 15, 1961

FROM

ARGO OIL CORPORATION

PART I

TO

THE ATLANTIC REFINING COMPANY

OIL AND GAS PROPERTIES
EXCEPTING ARGO PRODUCTION PAYMENT

PART II

TO

THE WEMAC COMPANY
MON-DAK OIL CORPORATION
SALEM OIL CORPORATION AND
EAST WALL STREET CORPORATION
ARGO PRODUCTION PAYMENT

This $Exhibit\ A$ contains the specific descriptions of those "Subject Interests" (as that term is defined in § 1.1 of the Conveyance to which this $Exhibit\ A$ is attached) which are referred to in said § 1.1 as being specifically described in $Exhibit\ A$. $Exhibit\ A$ consists of $Schedules\ I$ and II and each such Schedule consists of $Part\ A$ and $Part\ B$.

Each Schedule is comprised of *Divisions I* through *VII* describing the Subject Interests in the States of Texas, Wyoming, New Mexico, Kansas, Louisiana, Mississippi and Colorado, respectively, *except* that there are no Subject Interests described in *Schedule I* located in the State of Kansas, *Division IV*.

The Divisions for *Schedules I* and *II* are comprised of subdivisions for each county or parish in which such Subject Interests are located.

Executed counterparts of such Conveyance to be filed and recorded in the records of such counties and parishes (except Yoakum County, Texas and Hot Springs County, Wyoming) have annexed thereto as Exhibit A only the subdivisions of Schedule I and Schedule II containing specific descriptions of the Subject Interests located in such county or parish. Where Subject Interests may be located in two counties or parishes, such descriptions are included in a separate designated subdivision for such two counties or parishes. One executed counterpart of the Conveyance with all subdivisions of Schedules I and II in Exhibit A is to be recorded in Yoakum County, Texas and one such counterpart with all said subdivisions is to be recorded in Hot Springs County, Wyoming. In addition, a similar counterpart of the Conveyance will be made available upon good cause shown at the office of The Atlantic Refining Company in Dallas, Texas, to any person having an interest in the premises. Each counterpart of the Conveyance containing less than all of the subdivisions of Schedules I and II in Exhibit A includes the omitted subdivisions, and the Subject Interests described therein, by reference to such counterparts of the Conveyance which are recorded in Yoakum County, Texas and Hot Springs County, Wyoming.

The recitations in Part B of Schedule II in Exhibit A that certain of the interests included therein are subject to specifically described oil and gas leases and oil, gas and mineral leases shall not operate to

subject any such interests to any such lease which is not a valid and presently subsisting lease of record, it being intended by the parties to the Conveyance that such interests shall be subject to such leases only to the extent that they are valid and presently subsisting leases of record and cover such interests.

The Subject Interests are conveyed subject to valid and presently subsisting easements and rights of way, either of record or on the ground.

The matter in this *Exhibit A* contained within boldfaced brackets

| a has been appended for informational purposes only and is not intended to limit in any way whatsoever the Subject Interests conveyed by said Conveyance or the Argo Production Payment excepted and conveyed therein.

1

EXHIBIT A

SCHEDULE I

DIVISION I. STATE OF TEXAS

SUBDIVISION 1.19. REEVES COUNTY

PART A

Parcel No. A-1

(File No. T-5308)

That certain oil and gas lease dated August 9, 1957, recorded in Volume 177, page 407, Deed Records, Reeves County, Texas, from A. T. Randolph, et al., as lessors, to Joseph B. Ruppe, as lessee, covering the following described land in Reeves County, Texas:

N1/2 of Section 34, Block 57, Township 2, T & P Ry. Co. Survey.

Said leasehold interest is subject to the following:

- (1) A production payment in the original amount of \$16,000 payable out of 1/32 of 7/8 of all oil and gas production from said land, reserved in assignment dated October 2, 1957, from Joseph B. Ruppe to Argo Oil Corporation, recorded in Volume 177, page 557, Deed Records, Reeves County, Texas.
- (2) Casinghead Gas Contract dated December 1, 1958 between Argo Oil Corporation, as seller, and Continental Oil Company, as buyer (CF-5715).

PART B

(None)

(THIS PAGE INTENTIONALLY LEFT BLANK)

Filed for Record on the 22nd day of December, A.D. 1961, at 9:40 o'clock A.M. Duly Recorded this the 2nd day of January, A.D. 1962, at 4:00 o'clock P.M.

By:Catherine Ashley, Deputy. Estelle Clinton, County Clerk, Reeves County, Texas.

THE STATE OF TEXAS,

COUNTY OF REEVES

1

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 Assignment of Production Payment from ARGO OIL CORPORATION to THE ATLANTIC REFINING CO. ET AL as the same appears of record in my office in book 217, pages 31 51, Deed Records of Reeves County, Texas.

GIVEN UNDER MY HAND and the seal of said Court, at office in Pecos, Texas, this 5th day of February, A.D. 1962.

Estelle Clinton, County Clerk in and for Reeves County, Texas.

By: Catherine Ashley, Deputy

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Culberson and Reeves Counties, Texas-Schedule I

1

EXHIBIT A

SCHEDULE I

DIVISION I. STATE OF TEXAS

SUBDIVISION 1.05. CULBERSON AND REEVES COUNTIES

PART A

Parcel No. A-1

(File No. T-4866)

That certain oil, gas and mineral lease dated March 11, 1955, recorded in Volume 5, page 349, Oil and Gas Records, Culberson County, Texas, and in Volume 164, page 296, Deed Records, Reeves County, Texas, from A. Lee Frasure, individually and as Agent for the State of Texas, as lessor, to George P. Parker, as lessee, insofar only as said lease covers the following described land in Culberson and Reeves Counties, Texas:

All of the N1/2 of Section 2, Block 58, Township 2, T&P Ry. Co. Survey, Cert. No. 3516/5249, save and except the following:

The NW1/4 of the NW1/4, and the N1/2 of the SW1/4 of the NW1/4, of said Section 2, down to a depth of 3,200 feet.

Said leasehold interest is subject to that certain Casinghead Gas Contract dated December 1, 1958, between Argo Oil Corporation, as seller, and Continental Oil Company, as buyer (CF-5716).

PART B

(None)

The Subject Interests are located in the following counties and parishes:

STATE OF TEXAS

Anderson	Ector	Kleberg	Rusk
Andrews	Frio	Live Oak	San Patricio
Atascosa	Gaines	Loving	Starr
Brazoria	Glasscock	McMullen	Terry
Brooks	Gray	Midland	Upshur
Carson	Gregg	Moore	Upton
Crane	Henderson	Navarro	Van Zandt
Crockett	Howard	Nueces	Victoria
Culberson	Hutchinson	Pecos	Ward
DeWitt	Jim Wells	Reagan	Winkler
Duval	Karnes	Reeves	Yoakum

STATE OF WYOMING

Converse	Johnson	Niobrara	Washakie
Fremont	Natrona	Park	Weston
Hot Springs			

STATE OF NEW MEXICO

Lea

Eddy

Graham

San Juan

	STATE O	F KANSAS	
Barber	Grant	Norton	Sedgwick
Barton	Harper	Phillips	Seward
Cowley	Kearney	Pratt	Sheridan
Ellis	Kingman	Reno	Stafford
Ellsworth	McPherson	Rice	Stevens
Finney	Meade	Rooks	Trego

STATE OF LOUISIANA

Ness

Russell

Assumption	Plaquemines	St. Mary
Jefferson	St. Martin	Terrebonne

STATE OF MISSISSIPPI

Adams Amite Jefferson

STATE OF COLORADO

Garfield Larimer Rio Blanco Washington

M- 48344

F- 1-2462

Jerry Sadier, Commissioner

RECEIVED AS STATED 1

DATE 1-24-62 Reg. No. 42/97

GENERAL LAND OFFICE

AMOUNT \$ 32.00

FOR DEPOSIT TO THE CREDIT OF

STATE LEASE #M-48344

JUL 5 1962

General Land Office

IN PAYMENT OF RENTAL DUE
IN VOLUME 177 PAGE

8-9-62 407-12

DEED

RECORDS OF REEV

REEVES

IN ACCORDANCE WITH OIL AND GAS LEASE COVERING LAND IN AND RECORDED

COUNTY TEXAS

88482

QUESTIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO: THE ATLANTIC REFINING COMPANY, LEASE TITLE AND RENTAL UNIT. P. O. BOX 352, MIDLAND, TEXAS

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FOR DEPOSIT TO THE CREDIT OF

STATE LEASE NO. M-48344

8-9-63

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Reneral Land Office

COUNTY TEXAS

ATTEST

IN PAYMENT OF RENTAL DUE

AMOUNT \$

407-412 IN VOLUME 177 PAGE

REEVES DEED RECORDS OF

IN ACCORDANCE WITH OIL AND GAS LEASE COVERING LAND IN AND RECORDED

QUESTIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO: THE ATLANTIC REFINING COMPANY, LEASE TITLE AND RENTAL UNIT. P. O. BOX 352, MIDLAND, TEXAS

15.

Rental Payment
Filed JUL 18 1963 19
JERRY SADLER, COMMISSIONER

DETACH CHECK BEFORE DEPOSITING

IN PAYMENT OF RENTAL DUE WITH OIL AND GAS LEASE COVERING LAND IN AND RECORDED IN VOLUME

8-9-64

IN ACCORDANCE 177 COUNTY TEXAS

90915

AMOUNT \$32.00

PAGE 407

FOR DEPOSIT TO THE CREDIT OF 48344

STATE LEASE #M-84344

OF RECORDS OF REEVES

JUL 3 1964 Carrier Fred Cities

QUESTIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO:

APPROVED

AUDITED

THE ATLANTIC REFINING COMPANY, TITLE UNIT P. O. BOX 2819 DALLAS 21, TEXAS

38-87

Rental Payment
Filed JUL 3 19649
JERRY SADLER, COMMISSIONER

908829 TIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO: 08-09-65 DELAY RENTAL PAYABLE IN ACCORDANCE WITH OIL AND GAS LEASE PAGE 407 COVERING LAND IN AND RECORDED IN VOLUME 177 OF RECORDS OF TITLES AND RENTALS COUNTY TEXAS REEVES \$32.00 AMOUNT FOR DEPOSIT TO THE CREDIT OF 32.00 STATE LEASE NO. M=84344 m-48344 ATLANTIC REFINING COMPANY, BOX 2819 DALLAS, TEXAS 75221 90529 HECENTO JUL 10 1935 General Land Office APPROVED ATTEST 32.00

17-M.F. 48344 Rental Payment JUL 1 0 1365 Filed JERRY SADLER, COMMISSIONER Ime!

Clerk

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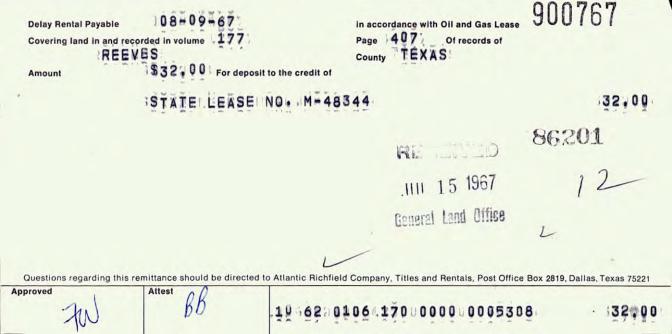
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914143 08-09-66 QUESTIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO: THE ATLANTIC REFINING COMPANY, TITLES AND RENTALS P. O. BOX 2819 DALLAS, TEXAS 75221 IN ACCORDANCE WITH OIL AND GAS LEASE DELAY RENTAL PAYABLE PAGE 407 COVERING LAND IN AND RECORDED IN VOLUME 177 OF RECORDS OF 89148 COUNTY TEXAS REEVES \$32.00 **AMOUNT** FOR DEPOSIT TO THE CREDIT OF STATE LEASE NO. M-48344 32.00 RECENTED 1966 JUL 8 General Land Linco The Atlantic Refining Company, by change of name, became Atlantic Richfield Company on May 3, 1966 ATTEST 3B-87-A

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	Rental	Payme	ent ,	_
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JERRY	SADLER,	COMMISSIONER	



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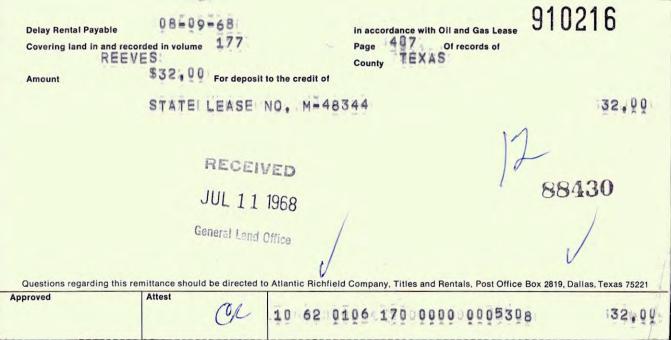
Rental Payment

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JERRY SADLER, COMMISSIONER

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Clerk



48344

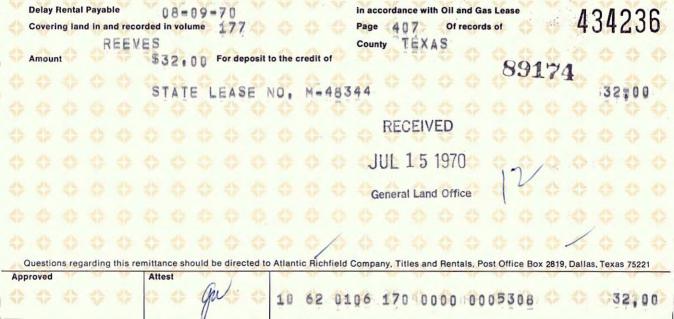
Rental Payment

Filed JUL 11 1968 19

JERRY SADLER, COMMISSIONER

WG 1 J

Clerk





Delay Rental Payable Covering land in and recorded in volume REEVES Amount For deposit to the credit of

in accordance with Oil and Gas Lease Of records of

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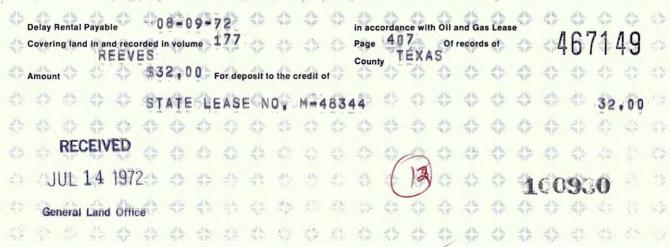
General Land Office

Questions regarding this remittance should be directed to Atlantic Richfield Company, Titles and Rentals, Post Office Box 2819, Dallas, Texas 75221

Approved

Attest

Clerk



Questions regarding this remittance should be directed to Atlantic Richfield Company Titles and Rentals, Post Office Box 2819, Dallas Texas 75221

Approved Attest

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2.00

39 M.F. 48344

Rental Payment

BOB ARMSTRONG, COMMISSIONER

Clerk

Delay Rental Payable 08-09-73 Covering land in and recorded in volume 177 REEVES

Of records of

Amount

\$32,00 For deposit to the credit of

STATE LEASE NO. M448344

RECEIVED JUL 1 2 1973

96236

General Land Office

Questions regarding this remittance should be directed to Atlantic Richfield Company, Titles and Rentals, Post Office Box 2819, Dallas, Texas 75221

Approved Attest

35	DM.F. 48344
20	
	Rental Payment Filed 7-/2 19/3
	Filed COMMISSIONER BOB ARMSTRONG, COMMISSIONER
	Clar

4.

008394 AtlanticRichfieldCompany DELAY RENTAL Payable 08-09-74 in accordance with LEASE 113182 Covering land in REEVES 046 COUNTY, TEXAS RECORDED IN BOOK 177 , PAGE 407 , PRODUCT: DIL, GAS & MINERAL FOR DEPOSIT TO THE CREDIT OF: TOTAL AMOUNT \$32.00 COMMISSIONER OF THE GENERAL LAND OFFICE 32.00 STATE OF TEXAS AUSTIN, TEXAS 78701 STATE LSE M-48344 42-389-005308-000 RECEIVED .111 16 1974

General Land Office

Attest:

Questions regarding this remittance should be directed to Atlantic Richfield Company. Lease Rentals, Post Office Box 2819, Dallas, Texas 75221

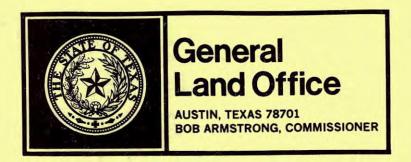
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36 M.F. 48344

Rental Payment

Filed 7-16 1974 BOB ARMSTRONG, COMMISSIONER

Clerk



March 26, 1975

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

RE: State Lease No M-48344
Gulf Oil Corporation - Operator
Randolph State Gas Unit #62-5776
Sec. 34, Blk 57, T-2, T&P Ry. Co. Survey
Reeves County, Texas
Gas Division Order

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

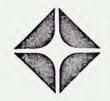
Sincerely yours,

Lanvil Gilbert, Senior Attorney Finance, Audit and Investment Telephone No. 512-475-6749 Enclosure BF/rsm AtlanticRichiteldCompany

North American Producing Division Land Department Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651-5151

Jack Biard, Manager Lease Records Group





MAR 19 1975

General Land Office

March 17, 1975

#62-5776
GULF OIL CORPORATION Randolph State Gas Unit
Reeves County, Texas

TO ALL INTEREST OWNERS:

Division Order covering the lease or unit named above is enclosed in duplicate. If your interest is correctly shown, please execute and/or secure the execution of the original order in the space provided and return it to this company at P. O. Box 2819, Dallas, Texas 75221, retaining the copy for your file.

The number(s) shown with the lease or unit name in this order should be retained for identification of payments, the number(s) only appearing on payment checks.

If the interest in question is in the name of a married person, then both said person and his or her spouse should execute the Division Order. If the interest in question is in the name of an unmarried person, then that person's single status should be recited after the signature of said person on the Division Order. The signature of each person executing the order individually should be witnessed by two competent witnesses.

If the interest is owned by a corporation, it should be executed by the proper official, attested and sealed; and if the property covered is in the State of Louisiana, the official's signature should be witnessed also by two competent witnesses. If the order is executed by an attorney in fact, a photographic copy of the executed power of attorney should be enclosed when the order is returned.

Please show your Social Security Number or Tax Identification Number as required by Public Law 87-397, on the attached division order.

If the address shown for you is incorrect, please change it. Also, if you can supply the addresses omitted on the order, if any, please do so.

u Cowail

Yours truly,

Lawrence Cowart

LC:DM

Encl.

AtlanticRichfieldCompany <

Gas Division Order

RECEIVED MAR 1 9 1975

General Land Unico

To Atlantic Richfield Company P. O. Box 2819. Dallas, Texas 75221 Effective 7 A.M. DATE OF FIRST SALE 19.......

Each of the	undersi	gned warrant	s th	at he is the	owner o	of the	interest	set out below	w opposite his na	ame in or v	vith respect	
to all natura	al gas (inc	cluding liquid	hyc	drocarbons s	eparate	d or e	xtracted	from such gas	s) produced and	sold from		
GULF	OIL CO	RPORATION	-	Randolph	State	Gas	Unit	#62-5776				
cituated in	County	or Parish of			Reeve	s	State of	Texas		described a	as follows:	

Section 34, Block 57, T-2, T&P Ry. Co. Survey

This division order covers production attributed to the N/2 of said Section 34 (50% of Unit)

Credit To	Interest	Address
Commissioner of the General Land Office for the use and benefit of the State		
of Texas	.06250000 RI	Austin, Texas
Methodist Home	.01171875 RI	% Trust Oil Dept.
		First National Bank in Dallas P. O. Box 6031, Dallas, Tx. 75283
Huntsville Memorial Hospital	.00585937 RI	Box 72, Huntsville, Tx. 77340
Willie May Ball, as Independent Executrix of the Estate of Thomas H. Ball	.00585938 RI	1420 - 14th St. Huntsville, Texas 77340
A. K. Randolph, Independent Executor of		
the Estate of A. T. Randolph	.03125000 RI	P. O. Box 425, Azle, Tx. 76020
James B. Lamkin	.00390625 RI	375 Dentation Dr. Baton Rouge, La. 70808
Gertrude L. Zinck & H. A. Zinck	.00390625 RI	3120 2nd Avenue Lake Charles, La. 70601
Atlantic Richfield Company	.87500000 WI	The state of the s

Each of the undersigned agrees as follows:

In making settlements for the interests of the undersigned in said proceeds, you are authorized to use the net proceeds received by you at the wells when the gas is sold at the wells; but, if sold or used off of the premises, you are authorized to use the market value at the wells of the gas so sold or used off of the premises, such market value at the wells in no event to exceed the net proceeds received by you from such sale. Settlement therefor shall be made each month by mailing to the undersigned a check or draft for the amount due on account of the natural gas delivered during the second preceding calendar month; provided, however, that you may withhold payment without interest, until the total amount payable (including all accruals) shall exceed \$2.00, remitting the accumulation annually.

If the natural gas is gathered in a common system and commingled with natural gas produced from other lands prior to the delivery and sale to purchaser at a central delivery point, or points, then in such event the quantity of natural gas produced and sold during any payment period shall be determined by multiplying the total quantity of natural gas sold from such common system by a fraction, the numerator of which is the quantity of gas produced at the well mouth situated on the lands hereinabove described and the denominator of which is the aggregate quantity of the gas produced from all wells connected with the common system.

You are authorized to retain in your possession any monies received for the gas sold where such monies are paid as a result of an increase in contract price which has not been fully approved by the Federal Power Commission and such monies are being collected subject to a Federal Power Commission imposed obligation to refund to the purchaser those amounts collected on the basis of that portion of the increase in price disapproved by the said Federal Power Commission.

You are authorized to deduct and pay to the proper taxing authorities all production and severance taxes required to be paid with respect to the interests of the undersigned in the gas produced from the above described land.

Evidence of title satisfactory to you will be furnished by the undersigned at any time at your request. In the event of failure to furnish such evidence of title when so requested, or in the event that any dispute or question arises concerning title to the land or the gas produced therefrom or the proceeds of the gas, you are authorized to withhold payments accruing to the interest affected, without interest, until the dispute or question is resolved or until indemnity satisfactory to you has been furnished.

No transfer of interest shall be binding upon you until a transfer order on your form and a photographic or certified copy of the recorded instrument of transfer has been furnished you. The effective date of any transfer shall not be earlier than the first day of the calendar month in which notice of the transfer is received by you. You are relieved of determining when any production payment interest or other interest limited in duration has been satisfied, and may continue to pay the holder thereof until you receive written notice that such interest has been satisfied in full.

As used herein, the masculine gender includes the feminine and neuter genders as well.

This division order may be signed in counter parts and shall become valid and binding as between you and each owner as soon as a counterpart is signed by him and returned to you, regardless of whether or not any of the other owners named herein have signed, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of each undersigned owner.

This division order is subject to cancellation upon the giving of thirty (30) days' written notice by either party.

Witnesses:	Owners Sign Below COMMISSIONER OF THE GENERAL LAND OFFICE FOR THE USE AND BENEFIT OF THE STATE OF TEXAS	_]
	By:	
		-
N.		

TO DIVISION ORDER

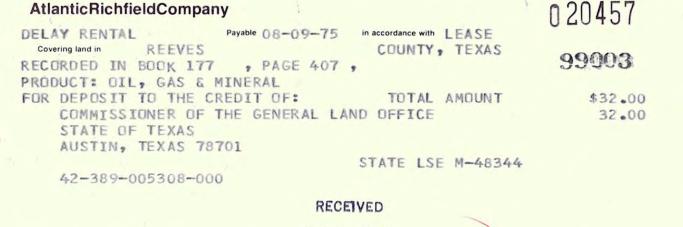
From LANVIL CILBERT

From LANVIL GILBERT

From LANVIL GILBERT

From LANVIL GILBERT

3B-571 3/69 Printed in U.S.A.



JUL 1 5 1975 General Land Office

ap

(57) M-48344 Kentaf Payment 7-15-75

Dallas, TY

033814

\$32.00

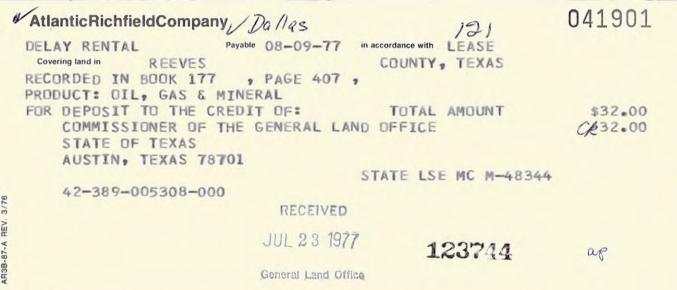
32.00

Attest:

AtlanticRichfieldCompany

Questions regarding this remittance should be directed to Atlantic Richfield Company, Lease Rentals. Post Office Box 2819. Dallas, Texas 75221

(28) M - 48344 Rental Payment 7-19-76



Attest:

Questions regarding this remittance should be directed to Atlantic Richfield Company. Lease Rentals. Post Office Box 2819, Dallas, Texas 75221

(30) M-48344 Rental Payment 7-23-77

General Land Office Attest: Questions regarding this remittance should be directed to Atlantic Richfield Company Lease Rentals. Post Office Box 2819. Dallas. Texas 75221

(31) M-48344 Kental Payment 7-15-18

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42-389-005308-000

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Attest:

Questions regarding this remittance should be directed to Atlantic Richfield Company Lease Rentals, Post Office Box 2819, Dallas, Texas 75221

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088804

Payable 08-09-80 DELAY RENTAL Covering land in REEVES

in accordance with LEASE

RECORDED IN BOOK 177 . PAGE 407 .

PRODUCT: DIL, GAS & MINERAL

FOR DEPOSIT TO THE CREDIT OF: TOTAL AMOUNT COMMISSIONER OF THE GENERAL LAND OFFICE

STATE OF TEXAS

AUSTIN, TEXAS 78701

42-389-005308-000

COUNTY. TEXAS

\$32.00 V 32.00

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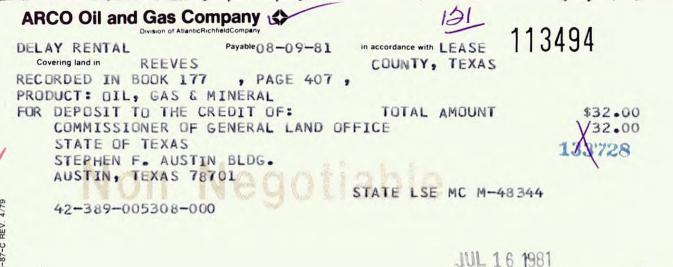
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General Land Office

Attest:

Questions regarding this remittance should be directed to ARCO Oil and Gas Company, Division of Atlantic Richfield Company, Post Office Box 2819, Dallas, Yexas 7522 Attention Lease Rentals

(33) M-48344 Rental fayment 7-12-80



Attest:

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General Land Othice

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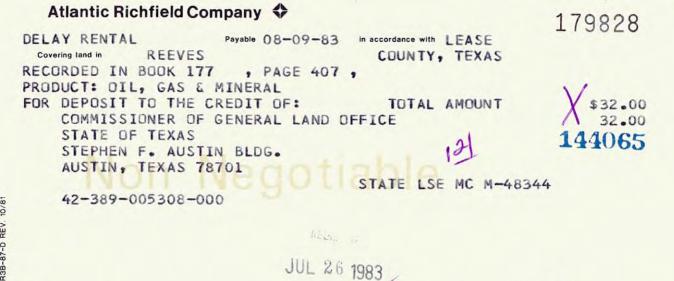
General Land Office

Attest:

Questions regarding this remittance should be directed to Atlantic Richfield Company, Post Office Box 2819, Dallas, Toxas 75221. Attention Lease Rentals.

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(35) M- 48344 Rontal Payment 7-15-82



Attest:

Chrief Company Post Office Box 2819, Dallas, Texas 75221 Attention Lease Renta

B

36 M - 48344 Leutal Payment 7-26 83

Atlantic Richfield Company < 227794 DELAY RENTAL Payable 08-09-84 in accordance with LEASE REEVES COUNTY, TEXAS Covering land in RECORDED IN BOOK 177 . PAGE 407 . PRODUCT: DIL. GAS & MINERAL FOR DEPOSIT TO THE CREDIT OF: TOTAL AMOUNT \$32.00 COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE STEPHEN F. AUSTIN BLDG. 137448 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701 42-389-005308-000 JUL 6 - 1984 GENERAL LAND CEFICE Questions regarding this remittance should be directed to Atlantic Richfield Company, Post Office Box 2819, Dallas, Texas 75221. Attention Lease Rentals.

37) M-48344 Rental Payment 7-6-84

GENERAL LAND OFFICE

AR3B-87-E REV. 10/84

Questions regarding this remittance should be directed to Atlantic Richfield Company, Post Office Box 600, Dallas, Texas 75221. Attention Lease Rentals.

38) M-48344 Rontal Payme 7-10-85

M- 48344 N/2 40133 S/2

DIVISION ORDER NO. 620A01-1

TO: Vale Natural Gas America Corporation Six East 43rd St.

New York, New York 10017

PROPERTY NO: 620A-01

EFFECTIVE: June 1, 1991

The undersigned severally and not jointly warrants and certifies that it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: Vale Natural Gas America Corporation

PROPERTY NAME: Randolph State Gas Unit

•

COUNTY: Reeves , STATE: Texas

LEGAL DESCRIPTION:

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.

OWNER NO. TAX I.D./SS#. PAYEE

DIVISION OF INTEREST:

SEE ATTACHED EXHIBIT "A"

THIS AGREEMENT 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.

The following provisions apply to each interest owner ("owner") who executes this agreement:

- 1. TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator for oil and related liquid hydrocarbons to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities. Settlement for gas sold shall be based on the net proceeds realized at the well by payor, after deducting any costs 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 and processor, or in the absence of such an agreement, on 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, as may be applicable.
- 2. <u>PAYMENT</u>: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month and for gas produced and sold during the second preceding month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25 may be accrued before disbursement until the total amount equals \$25 or more, or until December 31 of each year, 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.
- 3. <u>INDEMNITY</u>: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with this 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.
- 4. <u>DISPUTE</u>, <u>WITHHOLDING OF FUNDS</u>: 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.

- 5. <u>TERMINATION</u>: 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.
- 6. <u>NOTICES</u>: 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.

WITNESS:	SIGNATURE:
	SS#/TAX I.D.#:ADDRESS:
WITNESS:	SIGNATURE:
	SS#/TAX I.D.#:ADDRESS:

Failure to furnish your Social Security/Tax I.d. number will result in 20 percent withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

EXHIBIT "A"

RANDOLPH STATE GAS UNIT (Valero)

DIVISION OF INTEREST

10072	Thomas H. Ball, Jr. 5607 Meadow Lake Houston, TX 77056	.00073250 RI
10077	Martha G. Bartel 928 Smokerise Circle Denton, TX 76205 SS#	.00032550 RI
10079	Virginia G. Belew 1738 E. Northgate #1078 Irving, TX 75062 SS#	.00032550 RI
10071	Katherine Ball Broussard 211 Buena Vista Lafayette, LA 70503 SS#	.00073250 RI
10078	Louise G. Cheatham 409 E. Clinton Hobbs N. M. 88240 SS#	.00032550 RI
10060	Commissioner General Land Office State of Texas Land Office Bldg. Austin, TX 78711 ID#	.03125000 RI
10005	El Paso Minerals Company 415 W. Wall, Suite 446 Midland, TX 79701	.01000000 ORI
10075	Clifford Glasgow G 4024 Fairfax Street Fort Worth, TX 76116 SS#	.00032550 RI
10074	Gilbert Glasgow G Jr. & Helen Ruth Glasgow 8108 SW 83 Street Miami, FL 33143 SS#	.00032550 RI
10061	Huntsville Memorial Hospital 3000 IH-45 Huntsville, TX 77340 ID#	.00292950 RI
	Jasper Resources, Inc. (John B. Syptak) 300 W. Texas, Suite 531 Midland, TX 79701	.01000000 ORI
10062	Methodist Home-Tx NP Corp. c/o NCNB Texas National Bank Agent P.O. Box 840738 Dallas, TX 75284 ID#	.00585950 RI

10080	A.K. Randolph Trust Mineral Agency Team Bank Agent, Account 6078 P.O. Box 2605 Fort Worth, TX 76113	.00781250 RI
10064 10065	Alma Ann Regnier 1128 Fountainview Dr. Houston, TX 77057 SS#	.00048830 RI .00048830 RI
10070	Lorraine Ball Saunders 4621 Kingfisher Houston, TX 77035 SS#	.00073250 RI
10073	Diane C. Simmers Guardian of Estate of Scott Charles Stevenson, a Minor 2301 Colonial Court South League City. TX 77573 SS#	.00024420 RI
10069	Lawrence F. A. Stevenson, Jr. 1616 Saxony Lane Houston, TX 77058 SS#	.00024410 RI
10063	Andrew Randolph Stone and Warrent T. Stone Trustees Under The Will of Dorothy R. Stone 7 Greenbriar Ln. Newton Sq., PA 19073 SS#	.00781250 RI
10068	Sandra S. Tomasek 1818 Tobin Trail Garland, TX 75043 SS#	.00024420 RI
10076	Arliss G. Travis 95 Pine Road Golden, CO 80401 SS#	.00032550 RI
10067 10066	James H. Zinck Life Tenant 333 14th Street New Orleans. LA 70124	.00048820 RI .00048820 RI

72-48344 - (42) Division Order.

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FILE NO: M. 48344
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February 6, 1995

This certificate of facts is limited, as requested by Mr. Rod McDonald, covers Mineral Lease M-48344, dated August 9, 1957, 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-48344, covering the North 1/2 of Section 34, Block 57, Township 2, T&P Ry. Co. Survey, Reeves County, containing 320 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 February 6, 1995 Page 2

That the latest royalty payments for lease M-48344 were received in the Texas General Land Office on December 30, 1994, for oil produced during November 1994, and on December 10, 1994, for gas produced during October 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. 95-042 File No. Mineral Lease M-48344

44

FILE NO. Minisal File M-48344
COUNTY

FILED 2-6 1995

GARRY MAURO, COM'R

BY



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 11, 2005

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

Re:

State Lease MF040133, mF 048344

Randolph State Gas Unit #1

204144.031

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



MF 040133 048344

TO: FOREST OIL CORPORATION 1600 Broadway, Suite 2200 Denver, Colorado 80202 Property No. 204144.031

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 #1**, 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 dre oprator

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 he	reto and made a part hereof
FOC shall be made		4

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.

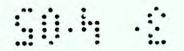
Owner(s) Signature		
Owner(s) Tax ID #		
Owner's Address		
Owner's Telephone #	Owner's FAX #	

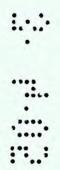
Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 31% tax withholding and will not be refundable by Payor.

Sign and return this original

Exhibit A
204144.031 - Randolph State Gas Unit #1

Owner No.	Credit To	Type	Interest
101978	COMMISSIONER OF GENERAL LAND OFFICE	RI	0.06250000<< Your Interest
	1700 N CONGRESS AVE		
	AUSTIN, TX 78701		





File No.1 Of 8344

Division Order

Date Filed: 3/1/05

Jerry E. Patterson, Commissioner

By



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

September 6, 2005

I, Jerry E. Patterson, 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 on October 6, 1876, J.J. Groos, Commissioner of the Texas General Land Office, issued Land Scrip Certificate 5085, entitling the Texas and Pacific Railway Company, by virtue of having completed railway improvements, to 640 acres of land, which land was to be located upon any of the vacant, unreserved, and unappropriated public domain of the State of Texas, in accordance with "the provisions of its charter and the General Laws governing the same," the grant having been made upon the condition that an alternate section be surveyed for the State, as well as the odd-numbered section for the railway company, and said Land Scrip Certificate was filed in the Texas General Land Office on August 9, 1877, in Bexar Scrip File 23803;

That the file wrapper for Bexar Scrip File 23803 is endorsed: "F.N. #34 in F-93089":

That on January 5, 1907, Section 34, Block 57, Texas and Pacific Railway Co. Survey, Certificate 5085, 640 acres in Reeves County was awarded to S.B. Hays on his application filed in the Texas General Land Office on December 17, 1906, in School File 93089, and which application was filed to purchase said land under the provisions of Title LXXXVII, Chapter 12A, Revised Civil Statutes of 1895, and the amendments thereto by the Act of May 19, 1897 and the Acts relating the sale and lease of Public Free School and Asylum lands, approved April 19, 1901, and April 15, 1905, with settlement, said tract applied for having been classified as mineral and dry grazing;

That the file wrapper for School File 93089 is endorsed: "Patent on February 9, 1951;" Old file within "Correct On Map for 640 Acres, 1-6-1951;" "Patent to A.T. Randolph, and L.B. Lamkin and J.W. Lakin Assn's, with M/R 2/9/51;" That on February 6, 1951, payment in full for

640 acres, Section 34, Block 57, Texas & Pacific Railway Company Survey, Certificate 5085, Reeves County, was received in the Texas General Land Office, and said land, having been classified Mineral & Dry Grazing, with a free royalty of one-eighth of the sulphur and a free royalty of one-sixteenth of all other minerals reserved to the State, was patented on February 9, 1951, to A.T. Randolph, and L.B. Lamkin and J.W. Lamkin, Assn's, his heirs, and assigns, by Patent Number 39, Volume 17-B, under Abstract 2208 and School File 93089;

That on July 1, 1935, A.T. Randolph, Mrs. Rosa, B. Lamkin, a feme sole, Phillip B. Lamkin, J.B. Lamkin, Gertrude L. Zinch, and her husband H.A. Zinch, individually, and as agents for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "All of Sections No. Thirty Four (34) and Forty (40), Block Fifty Seven (57), Township Two (2), T. & P. Ry. Co. Survey," 1280 ± acres in Reeves County to Grisham-Hunter Corporation for a primary term of ten (10) years, with a cash bonus of \$10.00, and an annual delay rental of \$320.00, with like amounts payable each to landowner and State, and a royalty of one-eighth (1/8), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on August 22, 1935, in Mineral File M-19453;

That the file wrapper for Mineral File M-19453 is endorsed: "(Marked) Expired";

That on January 20, 1943, A.T. Randolph, Rosa B. Lamkin, a widow, J.B. Lamkin and Gertrude Zinck and H.A. Zinck, her husband, individually, and as agents for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "The S1/2 of Survey 34 and all of Survey 40, in Block 57, Township 2, T & P RR Co., aggragating," 960 acres in Reeves County, to P.N. Wiggins, Jr., for a primary term of ten (10) years, with a cash bonus of \$480.00, and an annual delay rental of \$240.00, with like amounts payable each to landowner and State, and a royalty of One-Sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on May 24, 1943, in Mineral File M-27686;

That the file wrapper for Mineral File M-27686 is endorsed: "(Marked) Expired";

That on June 3, 1946, A.T. Randolph; Tom Ball, Individually and as Independent Executor of Estate of Rosa B. Lamkin, deceased, and wife, Willie May Ball; Gertrude L. Zinck & husband H.A. Zinck; J.B. Lamkin & wife, Juanita G. Lamkin; Methodist Home and Huntsville Memorial Hospital, individually, and as agents for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "The N/2 of Section 34, Block 57, Township 2, and the N/2 of Section 42, Block 57, Township 2, all in T & P Ry Co Survey," 640 acres in Reeves County, to John J. Redfern, Jr., for a primary term of ten (10) years, with a cash bonus of \$320.00, and an annual delay rental of \$160.00, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on April 26, 1947, in Mineral File M-31311;

That the file wrapper for Mineral File M-31311 is endorsed: "(Marked) Expired";

That on January 21, 1953, 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 agents for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "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," in Reeves County, to William W. Campbell, for a primary term of ten (10) years, with a cash bonus of \$2400.00, and an annual delay rental of \$0.50, with like amounts payable each to landowner and State, and a royalty of, one-sixteenth (1/16) one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on April 22, 1953, in Mineral File M-40133;

That on June 30, 1953, 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 assigned to J.R. Meeker, all interests in lease M-40133, and a copy of said assignment was filed in the Texas General Land Office on May 12, 1956, in Mineral File M-40133;

Rio Petroleum, Inc. September 6, 2005 Page 4 of 8

That on March 6, 1956, J.R. Meeker, assigned to Gulf Oil Corporation, all interests in lease M-40133, and a copy of said assignment was filed in the Texas General Land Office on July 14, 1956, in Mineral File M-40133;

That on September 26, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 2, Sabre (Delaware) Field, was completed as a new well on April 19, 1959;

That on September 26, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 3, Sabre (Delaware) Field, was completed as a new well on June 20, 1959;

That on September 30, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 1, Sabre (Delaware) Field, was completed as a new well on April 8, 1959;

That on October 8, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 4, Sabre (Delaware) Field, was completed as a new well on September 20, 1959;

That on November 28, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 5, Sabre (Delaware) Field, was completed as a new well on October 31, 1959;

That on December 19, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 6, Sabre (Delaware) Field, was completed as a new well on November 13, 1959;

That on December 19, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 7, Sabre (Delaware) Field, was completed as a new well on November 22, 1959;

Rio Petroleum, Inc. September 6, 2005 Page 5 of 8

That on July 14, 1960, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 8, Sabre (Delaware) Field, was completed as a new well on June 25, 1960;

That on September 22, 1961, United States Smelting Refining and Mining Company assigned to Fox and Ransdell, all interests in lease M-40133, and a copy of said assignment was filed in the Texas General Land Office on April 13, 1962, in Mineral File M-40133;

That on December 8, 1962, Railroad Commission Form-4, Plugging Record, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No. 1, Wildcat Field, was completed on December 4, 1962, and was plugged on November 24, 1962;

That on October 30, 1974, Gulf Oil Corporation, Atlantic Richfield Company and Bob Armstrong, Commissioner of the Texas General Land Office, executed a Pooling Agreement concerning "only gas, including condensates, produced and saved from below the depth of 4,000 feet beneath the surface," which Pooling Agreement included 320 acres of privately owned land in the Texas & Pacific Railway Company Survey, Abstract #2208, Reeves County, and was approved by the School Land Board on May 21, 1974, and a copy of said Pooling Agreement was filed in the Texas General Land Office on October 30, 1974, in Mineral File M-40133;

That Mineral File M-80994 contains a certified copy of Articles of Merger, dated June 28, 1985, between Chevron U.S.A. Inc. and Gulf Oil Corporation, which agreement provides that the surviving corporation is Chevron U.S.A., Inc., and said copy was filed in the Texas General Land Office on November 9, 1985;

That on September 17, 1988, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No.409, Sabre (Delaware), was completed as a new well on January 2, 1987;

That on September 17, 1988, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-40133, indicating that well No.410, Sabre (Delaware), was completed as a new well on January 13, 1987;

Rio Petroleum, Inc. September 6, 2005 Page 6 of 8

That the latest royalty payments for lease M-40133 were received in the Texas General Land Office on July 15, 2005, for oil produced during May 2005, and on June 15, 2005, for gas produced during April 2005;

That on August 9, 1957, 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, Waco, Texas, individually, and as agents for the State of Texas, executed and delivered a State Relinquishment Act Oil & Gas Lease, covering "The N ½ of Section 34, Block 57, Township 2, T&P Ry. Co. Survey (This land is not and never has been a homestead)," 320 acres in Reeves County, to Joseph B. Ruppe, for a primary term of five (5) years, with a cash bonus of \$2,800.00, and an annual delay rental of \$160.00, with like amounts payable each to landowner and State, and a royalty of one-sixteenth (1/16), one-half payable each to landowner and State, and a certified copy of said lease was filed in the Texas General Land Office on October 14, 1957, in Mineral File M-48344;

That on October 2, 1957, Joseph B. Ruppe assigned to Argo Oil Corporation, all interests in lease M-48344, and a certified copy of said assignment was filed in the Texas General Land Office on October 15, 1957, in Mineral File M-48344;

That on July 22, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 1, Sabre (Delaware Sand) was completed as a new well on July 6, 1958;

That on October 30, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 2, Sabre (Delaware) was completed as a new well on October 23, 1958;

That on November 12, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 3, Sabre (Delaware) was completed as a new well on November 5, 1958;

That on November 25, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in

Rio Petroleum, Inc. September 6, 2005 Page 7 of 8

the Texas General Land Office in Mineral File M-48344, indicating that well No. 4, Sabre (Delaware) was completed as a new well on November 19, 1958;

That on December 9, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 6, Sabre (Delaware) was completed as a new well on December 1, 1958;

That on December 19, 1958, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 5, Sabre (Delaware), was completed as a new well on December 14, 1958;

That on May 28, 1959, Railroad Commission Form W-2, Oil Well Potential Test, Completion or Recompletion Report and Log, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 7, Sabre (Delaware), was completed as a new well on May 20, 1959;

That on June 15, 1959, Railroad Commission Form 4, Plugging Record, was filed in the Texas General Land Office in Mineral File M-48344, indicating that well No. 1, Wildcat Field, was completed on (no date given), and was plugged on June 6, 1959;

That on December 22, 1961, (1) Argo Oil Corporation conveyed N ½ Section 34, Block 57, Township 2, T & P Ry. Co. Survey, 320 acres in Reeves County, to The Atlantic Refining Company, "Oil And Gas Properties Excepting Argo Production Payment," (2) Argo Oil Corporation conveyed N ½ Section 34, Block 57, Township 2, T & P Ry. Co. Survey, 320 acres in Reeves County to The Wemac Company, Mon-Dak Oil Corporation, Salem Oil Corporation and East Wall Street Corporation, "Argo Production Payment," and a certified copy of said conveyance was filed in the Texas General Land Office on January 24, 1962 in Mineral File M-48344;

17

That on August 1, 1985, Atlantic Richfield Corporation and Garry Mauro, Commissioner of the Texas General Land Office, executed a Pooling Agreement concerning, oil and gas production, which Pooling Agreement included "N/2 Sec 34, Blk 57, T-2, T & P RR Co Survey, 320 Acres", and was approved by the School Land Board on April 1, 1986, and a copy of said Pooling Agreement was filed in the Texas General Land Office on June 26, 1986, in Mineral File M-35430;

Rio Petroleum, Inc. September 6, 2005 Page 8 of 8

That the latest royalty payments for lease M-48344 were received in the Texas General Land Office on August 5, 2005, for oil produced during June, 2005, and on August 15, 2005 for gas produced during June, 2005;

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

JERRY E. PATTERSON

COMMISSIONER OF THE GENERAL LAND OFFICE

JEP/WT

Name

Rio Petroleum, Inc. c/o Joe M. Morris

Street Address

2805 W. 15th Avenue

City and State

Amarillo, Texas 79102-2244

Fee:

\$100.00

Register No.

22771

Dicta No.

2005-38A

Files:

M-40133, M-80994, M-48344, M-31311, M-27686,

M-19453, 93089, Bex S-23803



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 14, 2008

CERTIFIED MAIL 7003 2260 0003 0395 1139

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

ATTACHMENT I

REVIEW SUMMARY

State Lease: 40133, 48344,,

A routine examination of the accounts for the aforemention 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 S	ummary	
Royalty	Penalty	Interest	Total
\$0.00	\$0.00	\$0.00	\$0.00
	Gas S	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 M-40133

Filename: Date:

M-40133 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. 48344	
10 Rio Petro	
From EFM	
Date Filed:	
Jerry E. Patterson,	Commissioner



Texas General Land Office Due vs. Paid

PO Box 12873 Austin, TX 78711-2873 (800) 998-4456 7:30 - 5:30 M-F

Jerry Patterson, Commissioner

COPY

SANDRIDGE EXPLORATION AND PRODUCTION LLC 123 ROBERT S KERR AVENUE

OKLAHOMA CITY, OK 73102 6406

Billing Date: 10/22/2010

Billing Due Date: 11/21/2010

Customer Number: C000043941

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
11I00189	MF048344	\$141,377.61	\$0.00	\$14,137.76	\$806.63	\$156,322.00
Total Due		\$141,377.61	\$0.00	\$14,137.76	\$806.63	\$156,322.00

Penalty and interest have been calculated thru 10/31/2010. Payment remitted after 10/31/2010 will result in additional penalty and interest charges.

Contact Info: John Markham (512) 475-1452 or john.markham@glo.state.tx.us

NOTICE

The new Land Office Royalty Reporting System is set to 'Go Live' on February 20, 2011 and will work with the January 2011 Production Year Month reporting time period.

Please visit http://www.glo.texas.gov/alps for up-to-date information needed for you to be prepared for the 'Go Live' date. If you have any questions, call (512) 463-6850 or e-mail us at glo123@glo.texas.gov. Thank you.

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

Due vs. Paid

SANDRIDGE EXPLORATION AND PRODUCTION LLC

Billing Date: 10/22/2010

Billing Due Date: 11/21/2010

Customer Number: C000043941

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
11I00189	MF048344	\$141,377.61	\$0.00	\$14,137.76	\$806.63	\$156,322.00
Total Due		\$141,377.61	\$0.00	\$14,137.76	\$806.63	\$156,322.00
Amt. Paid						

Customer ID:

C000043941

Invoice Number: Glo Lease:

MF048344

Auditor/AE:

jmarkham

GLO Review:

Billing Date:

10/20/2010

Review Period:

SANDRIDGE EXPLORATION AND PROD LLC SEP 2001 Through AUG 2006

P&I Calculation Date: Royalty Rate: 10/31/2010 6.25%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
Month / Year	Gas Volume	Tract	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional	Number of	Penalty	Interest.	Revenue Due
が記れています。	发展的通知。	Participation	Cathal good?	新聞等	asset and a	What have	West State of	Royalty Due	Days Late	From Additional	From Additional	Take the second
	口题编版 处	Rate					APPLICATION OF THE PERSON OF T		The second	Royalty	Royalty	
	144	own datas as aktivas	week to 140mm of		显然外别 (2)		Mark English	AND DESCRIPTION	22 Charles W.	TOTAL TITLE	學記念學學是	
、高档路路 市场企业	(A)	《四次》	(B)	(B)	(1)x(2)x(3)x(4)	(5) * Royalty Rate	建筑加入大	产品和控制	STATE OF THE STATE	(C)	(C)	(8)+(10)+(11)
May-10	587802	1	\$ 3.848306	1.000000	\$2,262,041.80	\$141,377.61	\$0.00	\$141,377.61	108	\$14,137.76	\$806.63	\$156,322.00
TOTALS	587802				\$2,262,041.80	\$141,377.61	\$0.00	\$141,377.61		\$14,137.76	\$806.63	\$156 322 00

COMMENTS:

SANDRIDGE EXPLORATION AND PRODUCTION LLC REPORTED THE PRODUCTION FOR MAY 2010 BUT FAILED TO MAKE PAYMENT.

- (A) VOLUME IS AS SHOWN ON THE GLO2E.
- (B) PRICE IS AS SHOWN ON THE GLO2E.
- (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY / INTEREST ASSESSMENT RULES, FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS."

CERTIFIED MAIL# 70051820000317608897 ATTN: MELODIE MOSS



Texas General Land Office Reconciliation Billing

Jerry Patterson, Commissioner

PO Box 12873 Austin, TX 78711-2873 (800) 998-4456 7:30 - 5:30 M-F

ATINUM ENERGY INC 333 CLAY ST STE 700 HOUSTON, TX 77002-4115



Billing Date: 10/20/2010

Billing Due Date: 11/19/2010

Customer Number: C000044494

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
11100169	MF069137	\$8,189.25	\$0.00	\$928.57	\$1,775.80	\$10,893.62
Total Due		\$8,189.25	\$0.00	\$928.57	\$1,775.80	\$10,893.62

Penalty and interest have been calculated thru 10/31/2010. Payment remitted after 10/31/2010 will result in additional penalty and interest charges.

Contact Info: Amanda Allen (512) 475-1544 or amanda.allen@glo.state.tx.us

NOTICE

The new Land Office Royalty Reporting System is set to 'Go Live' on February 20, 2011 and will work with the January 2011 Production Year Month reporting time period.

Please visit http://www.glo.texas.gov/alps for up-to-date information needed for you to be prepared for the 'Go Live' date. If you have any questions, call (512) 463-6850 or e-mail us at glo123@glo.texas.gov. Thank you.

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

ATINUM ENERGY INC

Billing Date: 10/20/2010

Billing Due Date: 11/19/2010

Customer Number: C000044494

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
11I00169	MF069137	\$8,189.25	\$0.00	\$928.57	\$1,775.80	\$10,893.62
Total Due		\$8,189.25	\$0.00	\$928.57	\$1,775.80	\$10,893.62
Amt. Paid						

Customer ID:

C000044494

Invoice Number:

Review Period:

Glo Lease: MF069137

GLO Review:

ATINUM ENERGY, INC SEP 2008 Through JUN 2009 Auditor/AE:

aallen

Billing Date: P&I Calculation Date:

10/13/2010 10/31/2010

Royalty Rate:

16.67%

Tiorion I ollow.	OE: -000 !!!!!	3	011 2000			riojuity riuto.	10.01 /0					
	(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
Month / Year	Gas Volume		Price	BTU -	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
	(A)		(B)	(B)	(1)x(2)x(3)	(4) * Royalty Rate				(C)	(C)	(7)+(9)+(10)
Sep-08	3639	\$	7.372300	1.080000	\$28,974.02	\$4,829.97	2,734.00	\$2,095.97	715	\$209.60	\$452.04	\$2,757.61
Oct-08	3903	\$	6.416820	1.080055	\$27,049.81	\$4,509.20	2,888.15	\$1,621.05	685	\$162.11	\$333.63	\$2,116.79
Nov-08	3841	\$	5.739700	1.074000	\$23,677.61	\$3,947.06	2,556.87	\$1,390.19	654	\$139.02	\$271.94	\$1,801.15
Dec-08	2923	\$	5.897800	1.074137	\$18,517.34	\$3,086.84	2,065.20	\$1,021.64	623	\$102.16	\$189.44	\$1,313.24
Jan-09	4349	\$	5.077900	1.059000	\$23,386.73	\$3,898.57	2,573.93	\$1,324.64	595	\$132.46	\$233.43	\$1,690.53
Feb-09	3886	\$	3.869100	1.073000	\$16,132.90	\$2,689.35	1,757.85	\$931.50	564	\$93.15	\$154.65	\$1,179.30
Mar-09	4111	\$	3.510000	1.077012	\$15,540.86	\$2,590.66	1,689.85	\$900.81	534	\$90.08	\$140.67	\$1,131.56
Apr-09	3888	\$	3.253200	1.070000	\$13,533.83	\$2,256.09	2,610.17	-\$354.08	503	\$0.00	\$0.00	-\$354.08
May-09	4006	\$	3.205200	1.085000	\$13,931.43	\$2,322.37	2,689.66	-\$367.29	473	\$0.00	\$0.00	-\$367.29
Jun-09	3783	\$	3.478500	1.085000	\$14,277.69	\$2,380.09	2,755.28	-\$375.19	442	\$0.00	\$0.00	-\$375.19
TOTALS	3639				\$195,022.24	\$32,510.20	\$24,320.96	\$8,189.24		\$928.58	\$1,775.80	\$10,893.62

COMMENTS:

GAS VOLUMES REPORTED TO THE GLO ARE COMPARED TO GAS VOLUME REPORTED TO THE RRC. AS A RESULT OF THIS COMPARISON, IT HAS BEEN DETERMINED THAT LEASE FUEL VOLUMES WERE UNDER REPORTED TO THE THE GLO FOR RRC WELL ID #'S 03-069259, 03-070867, 03-071459, 03-075774, AND 03-22761.

ACCORDING TO OUR RECORDS, ATINUM ENERGY INC. IS THE CURRENT LESSEE AND IS RESPONSIBLE FOR PRIOR OBLIGATIONS IN ACCORDANCE WITH SECTION 52.026 OF THE TEXAS NATURAL RESOURCES CODE. AS THE CURRENT OPERATOR, WE ARE ADDRESSING THIS UNDERPAYMENT TO YOUR OFFICE FOR NECESSARY ACTION.

(A) VOLUME-REPRESENTS LEASE FUEL VOLUME REPORTED TO THE RAILROAD COMMISSION FOR THE ABOVE MENTIONED WELLS.

(B) PRICE-TAKEN FROM PRODUCTION ROYALTY REPORTS (GLO-2E) SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.

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

ATTENTION: MS. LINDA KOLOGINCZAK

CERTIFIED MAIL NUMBER: 70070710000053788681

(49)

Pile No. MF- 0 48344

Date Filed: 10/02/10

Jerry E. Patterson, Commissioner

By MA



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 31, 2012

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

RE: GLO Assignment ID # 8207

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 Barlow Projects, Inc. as Assignor, to Petrohawk Properties, LP as Assignee. MF048344, Reeves County #12-04821.

Filing fees of \$25.00 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

Beverly Boy

512-463-6521

Requested title into Barlow Projects

Exhibit "A"

GLO ID

County

Lease

8207

Reeves

MF048344

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 mf-048344 social security number or your driver's license number. social security number or your driver's license number.

ASSIGNMENT OF OIL AND GAS LEASES

}{

REEVES COUNTY, TEXAS Jul 02, 2012 at 09:54:00 AM

STATE OF TEXAS

COUNTY OF REEVES

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT ("Assignment") is effective as of June 1, 2012, at 7:00 a.m. CDT ("Effective Time"), by and between BARLOW PROJECTS, 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.

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:

- 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 leases pertain to Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, containing 640 acres, more or less, and all of the following rights and interests attributable to those interests;
- 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
- 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,

- 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
- 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:

- "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.
- 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:
- If Assignee exercises any pooling rights contained in any of the leases compromising 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:

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; and Correct in effect pursuant to the provisions hereof.

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.

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.

- 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. <u>Assignment.</u> 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.
- 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.

Assignor:

BARLOW PROJECTS, INC.

ames B. Marcum, rice President

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
Reeves County
Clerks Office

Acknowledgments

STATE OF TE	XAS	
COUNTY OF	POTTER	
The Marcum, as Vio	foregoing instrument was acknowled the President of BARLOW PROJECT	edged before me this 11 day of June 2012, by James B. S, INC., a Texas corporation, on behalf of said corporation.
	BARBARA WILBANKS NOTARY PUBLIC State of Texas Comm. Exp. 08/01/2013	Bastara Dilbanko Notary Public in and for the State of Texas My commission expires: 3-1-2013
STATE OF COUNTY/PAR	Quiliana	
The f	oregoing instrument was acknowledget of P-H Energy, LLC, general part	Notary Pulic 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 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 BARLOW PROJECTS, INC., as Assignor, in favor of PETROHAWK PROPERTIES, LP, as Assignee.

Lessor:

14.15.17

Lessee:

A.T. Randolph, et al

Dated:

William W. Cambell January 21, 1953

Recorded:

Volume 151, Page 58, File Number 1299, Deed Records of Reeves County,

Texas

2. I

Lessor: Lessee: A.T. Randolph, et al ARENT FOR STATE
Joseph B. Ruppe

Dated:

August 9, 1957

Recorded:

Volume 177, Page 407, File Number 4127, Deed Records of Reeves County,

Texas

INSOFAR AND ONLY INSOFAR as the above mentioned leases cover Section 34, Block 57, Township 2, A-2208, T&P RR Co. Survey, Reeves County, Texas, containing 640 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.

Delaware

Lusselman

be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which we will be your former of an in which wi

	oner
MFOY8344	Filed: 7-10-12 Jerry E. Patterson, Commissioner
No. MFOURSUL	0 -12 rson, C
The M	Date Filed: 7-10-12 Jerry E. Patterson, C By
No.	e Filed Jerry E
File No.	Date By_

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 October Louise dated film 1 2012
filed for record in my office this day of a
M, under Clerk's File No. to be recorded in the
Records of Recycs County, Texas,
TO CERTIFY WHICH, Witness my hand and official seel at Pocos, Texas
this day of, 20
DIANNE O. FLOREZ, COUNTY CLERK
By Clie The Deputy. REEVES COUNTY, TEXAS
By Cle Aldrey Deputy. DIANNE O. FLOREZ, COUNTY CLERK REEVES COUNTY, 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

Bully Bu

Texas General Land Office

Energy Resources/Mineral Leasing

Beverly.boyd@glo.texas.gov

512-463-6521

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R	10.11	t for	+ the	
	700	0		
Date	Filed:	8-1-1	2	
Je	erry F	Patterson	n. Commissioner	
Bv	1	310m	10	

RAILROAD COMMISSION OF TEXAS

OIL & GAS DIVISION

mF040133

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 75	52993	DATE PERMIT ISSUED OR AMENDED Dec 19, 2012	DISTRICT * (08
API NUMBER	42-389-33560	FORM W-1 RECEIVED Dec 11, 2012	COUNTY	VES
TYPE OF OPERATIO NEW	DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 645	5.59
OPERATOR PETROHAV	VK OPERATING	660146 COMPANY	NOT This permit and any allo revoked if payment for Commission is District Office 7 (432) 68	wable assigned may be fee(s) submitted to the not honored. relephone No:
LEASE NAME	RIO STATE RAN	NDOLPH 57-T2-34	WELL NUMBER	1H
LOCATION	3 miles SW dire	ction from ORLA	TOTAL DEPTH	12750
SECTION	- A		DISTANCE TO NEARE	EST LEASE LINE 0 ft.
DISTANCE TO LEASE	ELINES	670 ft. W	DISTANCE TO NEARE	
FIELD(s) and LIMITA' FIELD NAME LEASE NAME		E FIELD DISTRICT FOR REPORTING	PURPOSES * ACRES DEPTH NEAREST LEASE	WELL# DIST NEAREST WE
PHANTOM (WOLF	FCAMP) E RANDOLPH 57-	-T2-34	645.59 9,515 200	1H 08
WELLBORE PROFI	ILE(s) FOR FIELD:	Horizontal		
RESTRICTIONS:	Lateral: TH1 Penetration Poin Lease Lines: Terminus Locatio Lease Lines: Survey Lines:	230.0 F N L 990.0 F W L		

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.



Permit to Construct Access Driveway Facilities on Highway Right of Way

Form 1058 (Rev. 11/10) Page 1 of 2

		PERMIT NU			
_	BEOLI	ESTOR	GPS*		DWAY
-	REQU	LOTOR	1.825104 N, 103.957863 W	HWY NAME	U.S. 652 DOT'S USE
			31.023 104 N, 103,837 803 W	CONTROL	2451
	NAME	BHPBilliton - Petrohawk		SECTION	27, block 57-T2 O3
	MAILING ADDRESS				
	CITY, STATE, ZIP	Pecos, TX 79772			
	PHONE NUMBER				
SLOB	AL POSITIONING SYSTEM	COORDINATES AT INTERSECTIO	ON OF DRIVEWAY CENTERLINE WITH	ABUTTING ROADWAY	
ereir tore,	nafter called the Perm retail mail, farm, etc.)	ittee, to access driveway on the	r called the State, hereby auti reconstruct a Oil & Gas highway right of way abutting roximately 2.8 miles west of USE ADDITIONAL SHEETS AS	highway number 652 Orla (Highway 285)	nawk Joe Frederick (residential, convenience in Reeves
ubje	ct to the Access Drive	way Policy described on	page 2 and the following:		
. т	he undersigned here		the terms and conditions set I	forth in this permit for cons	struction and maintenance
n	lanca can attached of	estab	shown on sketch on page 2 a		
	Construction	and 30 EL Ariso	was w/ 25 Ft radii	out of Runalin	he w/a let compact
	COUSTANCE (13)	one surround		TOWN OF O CHAIN	m w w confin
	Install a D	4" drainnine (+	inhorn).		
		an annihibe			
_		1811			
A	Il construction of mat	erials shall be subject to i	inspection and approval by the	e State	
			er shall be the responsibility		State receives the right to
r	equire any changes	maintenance or renairs a	as may be necessary to provi	de protection of life or pr	onedy an or ediscent to the
h	ighway. Changes in	design will be made only	with approval of the State.	de protection of the or pro	sperty on or adjacent to the
T	ne Permittee snall no	ained by reason of the ex	d its duly appointed agents ar	nd employees against any	action for personal injury or
lo	ny portion of the hig	hway right of way, and v	roads and city streets, the P rehicle service fixtures such a to ensure that any vehicle se	as fuel pumps, vendor st	ands, or tanks and shall be
T d	he State reserves the riveway traffic volume	e right to require a new a or vehicle types.	access driveway permit in the	event of a material chan	ge in land use or change in
ÍS	suance date of this p	emit.	ve-referenced driveway facilit		thin six (6) months from the
. T	he Permittee will con elephone, (432)	tact the State's represent	ative Michael A venty-four (24) hours prior to i	Jichols Deginning the work author	ized by this permit.
. т	he requesting Permit	tee will be provided instru	ctions on the appeal process	if this permit request is de	enied by the State.
		2/25/13	1111	Data	~
	Dat	e of Issuance		State Authorized Re	presentative
he u	ndersigned hereby ag s driveway on the hig	rees to comply with the t	erms and conditions set forth		
ate:	שיל כית	120 13	Signed:	171	
	Octo,	12013	olylie0.	(Property owner or or	vner's representative)
			//	(Topelly owner of or	Autor o rebreseuranive)
			J. 1.		
			1/2		
			·		

Access Driveway Policy

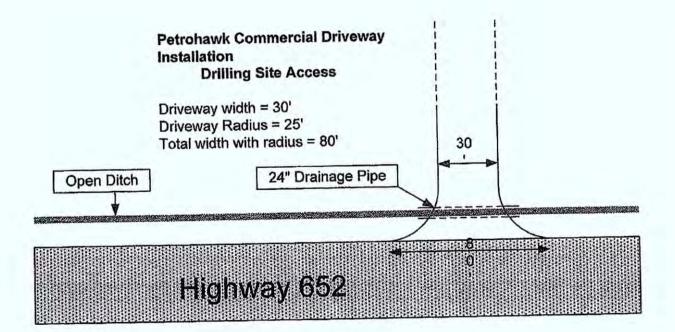
Title 43 Texas Administrative Code (Transportation), Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials, and construction of driveways connecting to state highways, All driveway facilities must follow this policy.

TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request visit: http://www.dot.state.tx.us/local_information/. You can click on the section of the map closest to your location to find the local TxDOT office. You can also click on the drop down box below the map to find the district for your county.

Sketch of Installation

(Use additional sheets as needed)



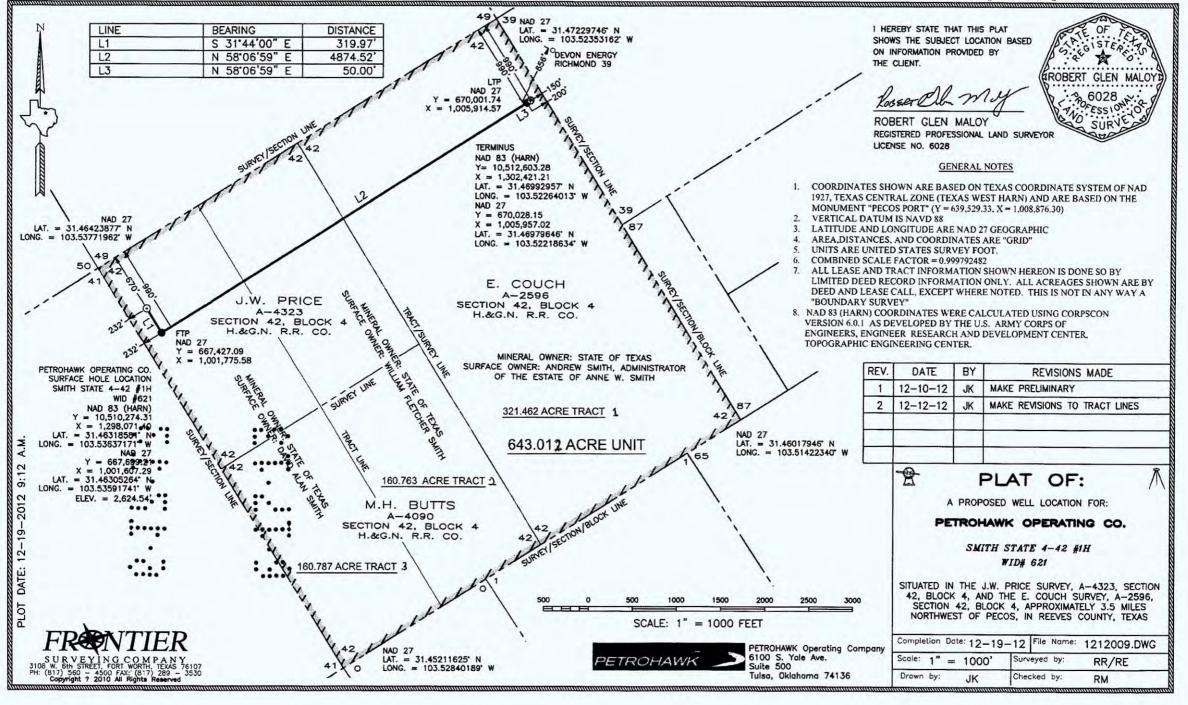


APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM Statewide Rule 13(b)(2)(g) RRC District 8/8A

Operator's Name and	Address:	Lease: Rio State Randolph	Well No.: 1V
		Field: Two Georges (Bone Springs	s)
Petrohawk Operating		Drilling Permit No.: 752993	
ATTN: Chad Fitzgeral 1360 Post Oak Blvd	a .	County: Reeves	RRC District: 08
Houston, TX 77056		Location: Sec. 57 T2 Block 34 Su	ır. T&P RR Co
		Proposed TD: 12750'	
Distance and Direc	ction from nearest town: 6 miles NW of Pec	cos	
Proposed injection		NOTE: Special conditions may apply. Se	e PROVISIONS below.
"Waterboard" lette	ater strata (as determined by TCEQ er) occur to a depth of ft, and _ ft, and from ft to ft.	Note: Please submit copy of letter with this request. processed without the	Request cannot be
Distance and direct	tion of nearest water well (within ¼ mile):	None	
	(domestic, public, irrigation, stock, etc.):		Depth:N/A
	Proposed Casina	and Cementing Program	
Note: Vou may att			
	ach a wellbore diagram or cementing proposa		
	for (check applicable boxes): Short sace casing depth: 2900'		
		Multi-Stage tool depth (if applicat	The state of the s
		Multi-Stage tool depth (if applicat	ble):
	and placement: Shoe Joint and every		
	cross the critical zone have 72-hr compressiv		Yes No
	ent have 24-hr compressive strength of at lea		Yes □No
	culating cement to the surface on all casing st		
	uest: To isolate water zones and case of	f annydrite and salt sections above Lamar.	To achieve a competent
surface casing short	e in the Lamar.		
	PROVISIONS APPLICIBI	LE TO RULE 13 EXCEPTIONS:	
surface casing 2. Centralizers n	s well is being drilled for injection or disposa g is set and cemented through all zones of us nust be used through all usable-quality waters Office 8 hours prior to setting casing. Print Name: Lillia	sable-quality groundwater. s. Refer to Rule 13(b)(2)(F).	ermit may be denied unles Phone: 713.552.453
IMMEDIATELY	NOT CIRCULATED TO THE GROUND S CONTACT THE DISTRICT 8/8A OFFIC ET OUT IN RULE 13(B)(2)(g)(III) OR AS	E AT 432-684-5581, AND FOLLOW TI	HE PROCEDURES AS
	RRC District Office Action:		
		Thorized Bus 200 3 F	10-4
RRC Use Only▶		Denied By:	Date: 2-22-13
	Remarks/Modifications: Approved as	Submitted 1	

APPLICATION FOR ALTERNATE SURFACE CASING PROGRAM Statewide Rule 13(b)(2)(g) RRC District 8/8A

	Address:		Lease: Rio State Randolph	Well	No.: 1V	
Petrohawk Operating Company			Field: Two Georges (Bone Springs)			
ATTN: Chad Fitzgeral	A CONTROL OF THE PROPERTY OF T		Drilling Permit No.: 752993			
1360 Post Oak Blvd	7		County: Reeves	RRC	District: 08	
Houston, TX 77056			Location: Sec. 57 T2 Block 3	4 Sur. T&P F	RR Co	
			Proposed TD: 12750'			
Distance and Direc	ction from nearest town: 6 mil	es NW of Pecos				
	or disposal well?		DTE: Special conditions may apply.	See PROVI	SIONS below.	
"Waterboard" lette	ater strata (as determined by TC er) occur to a depth of <u>750</u> ft, and from ft to	ft, and	Note: Please submit co letter with this reque processed witho	st. Reques	t cannot be	
Distance and direc	tion of nearest water well (within	n ¼ mile):	None			
Type of water well	(domestic, public, irrigation, sto	ock, etc.):	N/A	De	pth: N/A	
	Propos	sed Casing and	d Cementing Program			
Note: You may att	ach a wellbore diagram or ceme					
This application is t	for (check applicable boxes):	☐Short surfa	ace casing	casing 🔲	no surface casing	
he proposed surfa	ace casing depth:2900'		Multi-Stage tool depth (if ap	The second second	and the second second second	
ntermediate or pro	duction casing depth: 10,	,200'				
	and placement: Shoe Jo	100				
			trength of at least 1,200 psi?	⊠Yes	□No	
			A Company of the Control of the Cont		□No	
Does the filler ceme	ent have 24-hr compressive stre	endin of alleast z	50 nsi?			
	ent have 24-hr compressive stre			⊠Yes ⊠Vos		
o you plan on circ	ulating cement to the surface o	n all casing string	s protecting usable-quality water?	⊠Yes	□No	
Do you plan on circ Reason for this req	culating cement to the surface of uest: <u>To isolate water zone</u>	n all casing string		⊠Yes	□No	
o you plan on circ	culating cement to the surface of uest: <u>To isolate water zone</u>	n all casing string	s protecting usable-quality water?	⊠Yes	□No	
Do you plan on circ Reason for this req	culating cement to the surface of uest:To isolate water zone e in the Lamar.	n all casing string as and case off an	s protecting usable-quality water? hydrite and salt sections above Lar	⊠Yes	□No	
Do you plan on circ Reason for this req	culating cement to the surface of uest:To isolate water zone e in the Lamar.	n all casing string as and case off an	s protecting usable-quality water?	⊠Yes	□No	
Caution: If this surface casing Notify District	PROVISIONS Is well is being drilled for inject g is set and cemented through all usable Office 8 hours prior to setting c	an all casing string as and case off an and case off an and case off an and case of an and case of an and case of usable asing.	TO RULE 13 EXCEPTIONS: urposes, an injection or disposal we-quality groundwater. Refer to Rule 13(b)(2)(F).	⊠Yes nar. To achiev	□No <u>re a competent</u> y be denied unle	
Caution: If this surface casing.	PROVISIONS Is well is being drilled for inject g is set and cemented through all usable Office 8 hours prior to setting c	an all casing string as and case off an APPLICIBLE ion or disposal pall zones of usable-quality waters.	TO RULE 13 EXCEPTIONS: urposes, an injection or disposal we-quality groundwater. Refer to Rule 13(b)(2)(F).	⊠Yes nar. To achiev	□No re a competent	
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Caution: If this surface casing shows the control of the control o	PROVISIONS Is well is being drilled for inject g is set and cemented through all usable Office 8 hours prior to setting compared to the contact the c	S APPLICIBLE ion or disposal pall zones of usable-quality waters. Fasing. int Name: Lillian S GROUND SUF 8/8A OFFICE A	TO RULE 13 EXCEPTIONS: urposes, an injection or disposal we-quality groundwater. Refer to Rule 13(b)(2)(F). Sanchez Date: 2/22/2013 RFACE AS REQUIRED BY THISAT 432-684-5581, AND FOLLO	MYes nar. To achieve rell permit may Phose EXCEPTION THE PRO	□No re a competent y be denied unle one: 713.552.45 ON, YOU MUS: CEDURES AS	
Caution: If this surface casing shows the control of the control o	PROVISIONS Is well is being drilled for inject g is set and cemented through all usable Office 8 hours prior to setting control of the Contact The District	S APPLICIBLE ion or disposal properties of usable quality waters. Fasing. int Name: Lillian S GROUND SUF 8/8A OFFICE A g)(III) OR AS RE	TO RULE 13 EXCEPTIONS: urposes, an injection or disposal we-quality groundwater. Refer to Rule 13(b)(2)(F). Sanchez Date: 2/22/2013 RFACE AS REQUIRED BY THISAT 432-684-5581, AND FOLLO	MYes nar. To achieve rell permit may Phose EXCEPTION THE PRO	□No re a competent y be denied unle one: 713.552.45 ON, YOU MUS: CEDURES AS	



API No. RAILROAD COMMISSION OF TEXAS FORM W-1 07/2004 42-389-33560 **OIL & GAS DIVISION** Drilling Permit # Approved Permit Status: 752993 APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER SWR Exception Case/Docket No. This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office. 1. RRC Operator No. 2. Operator's Name (as shown on form P-5, Organization Report) 3. Operator Address (include street, city, state, zip): 660146 PETROHAWK OPERATING COMPANY 4. Lease Name 5. Well No. **RIO STATE RANDOLPH 57-T2-34** 1H GENERAL INFORMATION Re-Enter X New Drill Recompletion Reclass Field Transfer 6. Purpose of filing (mark ALL appropriate boxes): Amended Amended as Drilled (BHL) (Also File Form W-1D) 7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical X Horizontal (Also File Form W-1H) Sidetrack Directional (Also File Form W-1D) 8. Total Depth 9. Do you have the right to develop the X Yes No 10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? X No 12750 minerals under any right-of-way? SURFACE LOCATION AND ACREAGE INFORMATION 11. RRC District No. 12. County X Land Bay/Estuary Offshore 13. Surface Location Inland Waterway 08 REEVES Orla 14. This well is to be located miles in a which is the nearest town in the county of the well site. direction from 15. Section 16. Block 17. Survey 18. Abstract No. 19. Distance to nearest lease line: 20. Number of contiguous acres in 34 57 T2 A-2208 lease, pooled unit, or unitized tract: T&P RR CO/HAYS, L B 645.59 200 206 W 21. Lease Perpendiculars: line and 670 ft from the line ft from the W 206 670 ft from the line. ft from the line and 22. Survey Perpendiculars: 23. Is this a pooled unit? Yes X No X No (attach Form W-1A) 24. Unitization Docket No: FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line. 26. RRC _ 27. Field No. 28. Field Name (exactly as shown in RRC records) 29. Well Type 30. Completion Depth 31. Distance to Nearest 32. Number of Wells on Districted. Well in this Reservoir this lease in this Reservoir 9515 0.00 71052900 PHANTOM (WOLFCAMP) Oil or Gas Well BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment) Remarks Certificate: [FILER Dec 11, 2012 3:29 PM]; EST MD 18000 I certify that information stated in this application is true and complete, to the best of my knowledge. Brenda Tejada Name of filer

Dec 20, 2012 7:44 AM(Current Version)

RRC Use Only

Data Validation Time Stamp:

(713)2974882, x4882

Phone

brenda.tejada@bhpbilliton.com

E-mail Address (OPTIONAL)

Permit Status:

Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS **OIL & GAS DIVISION**

Form W-1H Supplemental Horizontal Well Information

07/2004

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

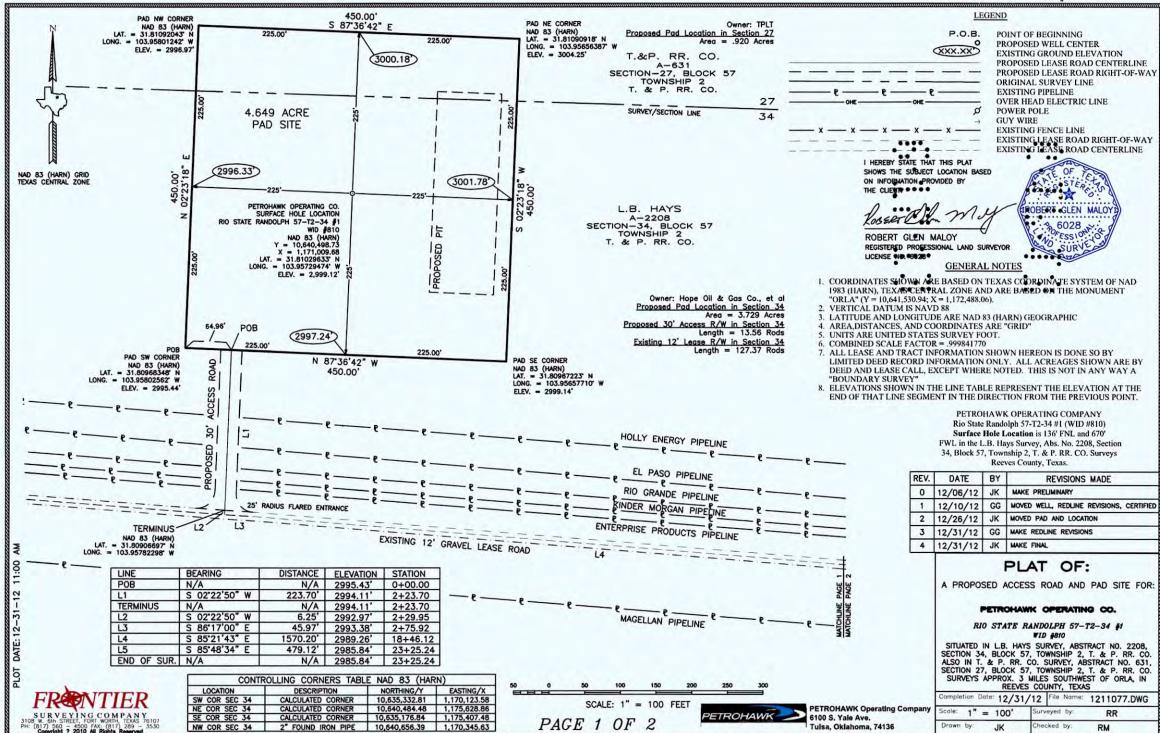
Permit #

752993

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Approved Date: Dec 19, 2012

RRC Operator No. 660146		etly as shown on form P-5, Org			ase Name RIO STATE RAN	DOLPH 57-T2-34	4. Well No.
ateral Drainhole	Location Information	THE PROPERTY OF THE	F. F. William	OR C		THE THE THE	The state of the s
Field as shown on	Form W-1 PHANTO	M (WOLFCAMP) (Fie	eld # 71052900	, RRC	District 08)		
Section 34	7. Block 57 T2	8. Survey T&P RR (CO/HAYS, L B			9. Abstract 2208	10. County of BHL REEVES
	ease Line Perpendiculars 150 ft. from the arrycy Line Perpendiculars	S	line. and	990	ft. from the	W	line
	150 ft. from the _	S	line. and	990	ft. from the	W	line
13. Penetration	Point Lease Line Perpendie	culars					
	230 ft. from the _	N	line, and	990	ft. from the	W	line
The state of the s	The Holl the	The state of the s	The state of the s		In the same and th	The Part of the Pa	



POWER POLE

GUY WIRE EXISTING FENCE LINE

POINT OF REGINNING

PROPOSED WELL CENTER

ORIGINAL SURVEY LINE EXISTING PIPELINE

OVER HEAD ELECTRIC LINE

EXISTING GROUND ELEVATION

PROPOSED LEASE ROAD CENTERLINE PROPOSED I FASE ROAD RIGHT-OF-WAY

EXISTING LEASE ROAD RIGHT-OF-WAY

EXISTING LEASE BOAD CENTERLINE

LEGEND

P.O.B.

(XXX XXX)



Centerline Description of a 30' Wide Access Road with a 25' Radius Flared Entrance

Being 223 70 linear feet of land with a 25' radius flared entrance out of the L.B. Hays Survey. Abstract Number 2208, Section 34, Block 57, Township 2, T. & P. RR. CO. Surveys, in Reeves County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 2" Iron Pipe found (Y = 10,640,656.39, X = 1,170,345.63) being the Northwest corner of the L.B. Hays Survey. Abstract Number 2208. Section 34. Block 57. Township 2:

THENCE South 49°02'41" East, a distance of 569.19 feet to the Southwest corner of a proposed pad site;

THENCE South 87°36'42" East, a distance of 64.96 feet with the South line of said proposed pad site to the POINT OF BEGINNING of the proposed 30' wide access road;

THENCE South 02°22'50" West, a distance of 223.70 feet to the POINT OF TERMINUS. Being a distance of 223.70 linear feet, 13.56 rods, more or less

27 SURVEY/SECTION LINE

> L.B. HAYS A-2208 SECTION-34. BLOCK 57 TOWNSHIP 2 P. S. L.

LOCATION

4.649 ACRE PAD SITE

Being 4.649 acres of land out of the L.B. Hays Survey, Abstract Number 2208, Section 34, Block 57, Township 2, and T. & P. RR. Co. Survey, Abstract Number 631, Section 27, Block 57, Township 2, T. & P. RR. Co. Surveys in Reeves County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 2" Iron Pipe found (Y = 10,640,656.39, X = 1,170,345.63) being the Northwest corner of L. B. Hays Survey, Abstract Number 2208, Section 34, Block 57, Townshin 2

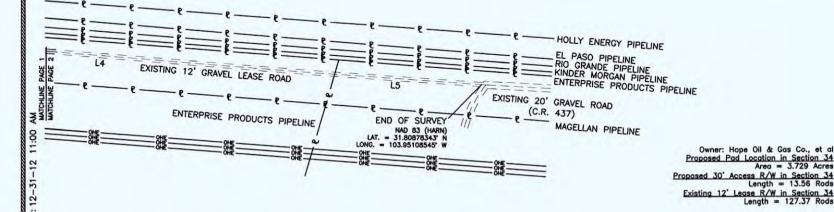
THENCE South 49°02'41" East, a distance of 569.19 feet to the POINT OF BEGINNING. said point being the Southwest corner of said 4.649 acre pad site;

THENCE North 02°23'18" Fast, a distance of 450.00 feet to a calculated point at the Northwest corner of said pad site:

THENCE South 87°36'42" East, a distance of 450,00 feet to a calculated point at the Northeast corner of said pad site;

THENCE South 02°23'18" West, a distance of 450,00 feet to a calculated point at the Southeast corner of said pad site:

THENCE North 87°36'42" West, a distance of 450.00 feet to the POINT OF BEGINNING containing 4.649 acres, more or less



CONTROLLING CORNERS TABLE NAD 83 (HARN)

DESCRIPTION

GENERAL NOTES. 1. COORDINATES SHOWN ARE BASED ON TEXAS COORDINATE SYSTEM OF NATIONAL STREET, TEXAS CENTRAL ZONE ON ARE BASED ON THE MONUMENT "ORLA" (Y = 10,641,530.94; X = 1,172,488.06).

PETROHAWK Operating Company

6100 S. Yale Ave.

Tulsa, Oklahoma, 74136

- 2. VERTICAL DATUM IS NAVD 88
 3. LATITUDE AND LONGITUDE ARE NAD 83 (HARN) GEOGRAPHIC
 4. AREA, DISTANCES, AND COORDINATES ARE "URID"
- 5 UNITS ARE UNITED STATES SURVEY FOOT.
- COMBINED SCALE FACTOR = .999841770
- 7. ALL LEASE AND TRACT INFORMATION SHOWN HEREON 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"
- 8. ELEVATIONS SHOWN IN THE LINE TABLE REPRESENT THE ELEVATION AT THE END OF THAT LINE SEGMENT IN THE DIRECTION FROM THE PREVIOUS POINT.

PETROHAWK OPERATING COMPANY Rio State Randolph 57-T2-34 #1 (WID #810) Surface Hole Location is 136' FNL and 670' FWL in the L.B. Hays Survey, Abs. No. 2208, Section 34, Block 57, Township 2, T. & P. RR. CO. Surveys Reeves County, Texas.

DATE	BY	REVISIONS MADE
12/06/12	JK	MAKE PRELIMINARY
12/10/12	GG	MOVED WELL, REDLINE REVISIONS, CERTIFIED
12/26/12	JK	MOVED PAD AND LOCATION
12/31/12	GG	MAKE REDLINE REVISIONS
12/31/12	JK	MAKE FINAL
	12/06/12 12/10/12 12/26/12 12/31/12	12/06/12 JK 12/10/12 GG 12/26/12 JK

PLAT OF:

A PROPOSED ACCESS ROAD AND PAD SITE FOR:

PETROHAWK OPERATING CO.

RIO STATE RANDOLPH 57-T2-34 #1 WID #810

SITUATED IN L.B. HAYS SURVEY, ABSTRACT NO. 2208, SECTION 34, BLOCK 57, TOWNSHIP 2, T. & P. RR. CO. ALSO IN T. & P. RR. CO. SURVEY, ABSTRACT NO. 631, SECTION 27, BLOCK 57, TOWNSHIP 2, T. & P. RR. CO. SURVEYS APPROX. 3 MILES SOUTHWEST OF ORLA, IN REEVES COUNTY, TEXAS

Comple	tion Dal	e: 12/31	/12	File Name:	1211077.DWG
Scale:	1" =	200'	Sun	veyed by:	RR
Drawn	by:	.IV	Che	cked by:	PM

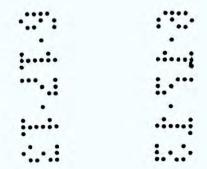
SCALE: 1" = 200 FEET

PAGE 2 OF 2

PETROHAWK

10,635,332.81 1,170,123.58 SW COR SEC 34 CALCULATED CORNER CALCULATED CORNER 10,640,484.48 1,175,628.86 NE COR SEC 34 CALCULATED CORNER 10,635,176.84 1,175,407.48 SE COR SEC 34 2" FOUND IRON PIPE 10,640,656.39 1,170,345.63 NW COR SEC 34

NORTHING/Y EASTING/X



(52)

File No. MF048344

alching permit & attachments

Date Filed: 389-33560

Jerry Patterson, Commissioner

By MBBarnstone

CERTIFIED MAIL RECEIPT 9420 (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.comg 1019 ME 035431) Postage MF040133 Certified Fee E000 Postmark Return Receipt Fee Here (Endorsement Required) IF 048344 Restricted Delivery Fee 01.50 (Endorsement Required) ATTN: Holly Dutton Total Postage & Fees Street Apt. No. 1360 Post Oak Blvd Ste ISO Sent To 7008 City, State, ZIP+4

U.S. Postal Service TIM

City, State, ZIP+4 Houston, TA 77056-3030
PS Form 9800, August 2006 See Reverse for Instructions



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
17100421	MF048344	\$0.00	\$8,743.51	\$897.21	\$290.22	\$9,930.94
Total Due		\$0.00	\$8,743.51	\$897.21	\$290.22	\$9,930.94

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

Customer Number: C000046383

Billing Due Date: 8/6/2017

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
17I00421	MF048344	\$0.00	\$8,743.51	\$897.21	\$290.22	\$9,930.94
Total Due		\$0.00	\$8,743.51	\$897.21	\$290.22	\$9,930.94
Amt. Paid						

Customer ID:

C000046383

GLO Lease:

Invoice Number: 17100421

GLO Review:

MF048344

Review Period:

BHP Billiton Petroleum (TXLA Operating) Company

September 2015 Through August 2015

Category

Auditor/AE: Sgarcia

Billing Date:

6/28/2017

Oil

P&I Calculation Date: 7/31/2017

25%

oyalty Rate:	6.25
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(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	вти	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate From	Revenue Due
Jul-16	08-45912	1448	1.00000000	\$ 42.852792	1.00	\$62,050.84	\$3,878.18	\$0.00	\$3,878.18	329	4.50%	\$387.82	\$129,10	\$4,395.10
Aug-16	08-45912	1630	1.00000000	\$ 40.615177	1.00	\$66,202.74	\$4,137.67	\$0.00	\$4,137.67	299	4.50%	\$413.77	\$122.43	\$4,673.87
Oct-15	08-21021	164	1.00000000	\$ 44.511010	1.00	\$7,299.81	\$456.24	\$0.00	\$456.24	604	4.25%	\$45.62	\$28.95	\$530,81
Jun-16	08-21021	65	1.00000000	\$ 45.310110	1.00	\$2,945.16	\$184.07	\$0.00	\$184.07	360	4.50%	\$25.00	\$6.83	\$215.90
Jul-16	08-21021	34	1.00000000	\$ 41.107190	1.00	\$1,397.64	\$87.35	\$0.00	\$87.35	329	4.50%	\$25.00	\$2.91	\$115.26
TOTALS		3,341				\$139,896.19	\$8,743.51	\$0.00	\$8,743.51			\$897.21	\$290.22	\$9,930.94

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.

File No. MF 048344

County

Recon Billing

Date Filed: 7/10/17

George P. Bush, Commissioner

By

API No. RAILROAD COMMISSION OF TEXAS FORM W-1 07/2004 42-389-34164 OIL & GAS DIVISION Drilling Permit # Approved Permit Status: 780096 APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER SWR Exception Case/Docket No. This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office. 1. RRC Operator No. 2. Operator's Name (as shown on form P-5. Organization Report) 3. Operator Address (include street city state zip): 068596 BHP BILLITON PET(TXLA OP) CO. 4. Lease Name 5 Well No RIO STATE RANDOLPH 57-T2-34 1H GENERAL INFORMATION X New Drill Recompletion Reclass Field Transfer Re-Enter 6. Purpose of filing (mark ALL appropriate boxes): Amended Amended as Drilled (BHL) (Also File Form W-1D) Sidetrack ☐ Vertical X Horizontal (Also File Form W-1H) Directional (Also File Form W-1D) 7. Wellbore Profile (mark ALL appropriate boxes): X Yes 8. Total Depth 9. Do you have the right to develop the □ No ☐ Yes X No 10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? minerals under any right-of-way? 14000 SURFACE LOCATION AND ACREAGE INFORMATION 11. RRC District No. 12. County X Land Bay/Estuary Inland Waterway Offshore 13. Surface Location **REFVES** NW Orla 14. This well is to be located miles in a direction from which is the nearest town in the county of the well site. 19. Distance to nearest lease line: 15. Section 16. Block 17. Survey 18. Abstract No. 20. Number of contiguous acres in 27 57 T2 T&P RR CO A-631 200 lease, pooled unit, or unitized tract: 645.32 590 W OFF LEASE 315 ft from the S OFF LEASE 21. Lease Perpendiculars: ft from the line and 590 315 ft from the line. line and 22. Survey Perpendiculars: ft from the X No X No 23. Is this a pooled unit? Yes (attach Form W-1A) 24. Unitization Docket No: FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line. 27. Field No. 28. Field Name (exactly as shown in RRC records) 29. Well Type 30. Completion Depth 31. Distance to Nearest 32. Number of Wells on District No Well in this Reservoir this lease in this Reservoir 08 14000 0.00 71052900 PHANTOM (WOLFCAMP) Oil or Gas Well BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment) Remarks Certificate: IFILER Feb 18, 2014 3:40 PMI: Est MD 19500': IRRC STAFF Mar 6, 2014 5:18 PMI: Permit #779250 was withdrawn I certify that information stated in this application is true and complete, to the 2/17/2014 best of my knowledge. Lillian Garcia, Regulatory Technical Assistant Feb 18, 2014 Name of filer Date submitted (713)5524537 lillian.garcia@bhpbilliton.com **RRC Use Only**

Phone

E-mail Address (OPTIONAL)

Mar 7, 2014 8:08 AM(Current Version)

Data Validation Time Stamp:

Permit Status:

Approved

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS **OIL & GAS DIVISION**

Form W-1H Supplemental Horizontal Well Information

07/2004

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

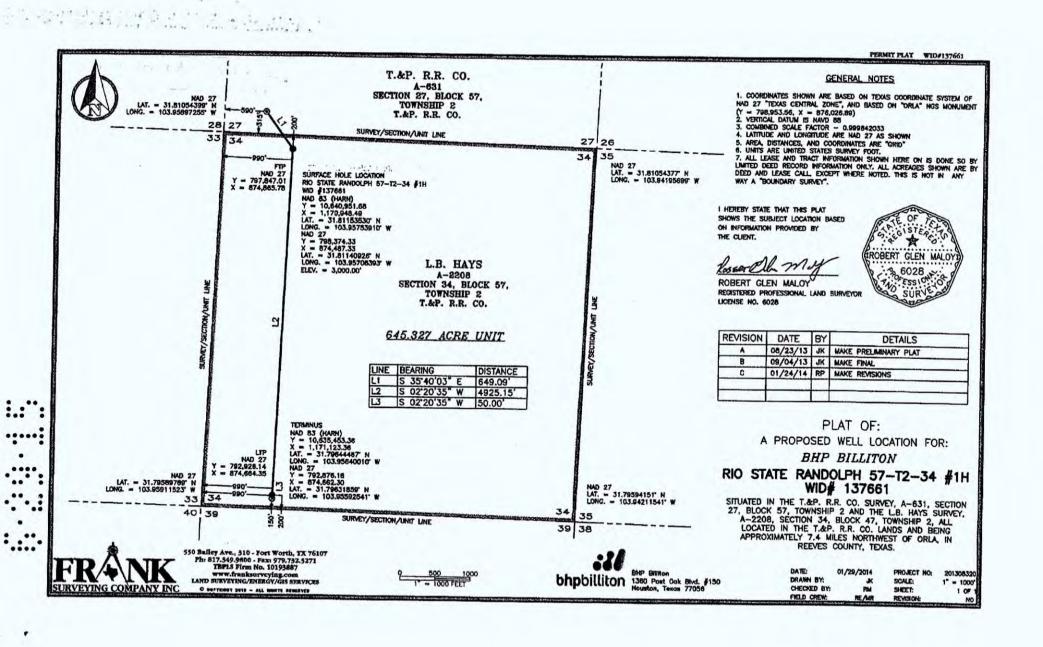
Permit #

780096

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Approved Date: Mar 06, 2014

. RRC Operator No. 068596		tly as shown on form P-5, Orga LITON PET(TXLA OP			3. Lease Name RIO STATE RANDOLPH 57-T2-34			4. Well No.
_ateral Drainhole	Location Information				-	-		
. Field as shown on	Form W-1 PHANTO	M (WOLFCAMP) (Fie	ld # 71052900	RRC I	District 08)			
5. Section 34	7. Block 57 T2	8. Survey T&P RR (CO/HAYS, L B				9. Abstract 2208	10. County of BHL REEVES
	ase Line Perpendiculars 990 ft. from the _ rvey Line Perpendiculars	W	line. and	150	ft. from the	S		line
-	990 ft. from the _	W	line. and	150	ft. from the	S		line
13. Penetration	Point Lease Line Perpendic	culars						
_	990 ft. from the	W	line. and	200	ft. from the	N		line



File No	MF 048344	59
THE 140. =	Rooves	County
Drilling	Permit Unit #929	API 389-3416
Date File	6-29-15	
Tin	George P. Bush, Commission	oner
Ву		

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For delivery information, visit our websit	e at www.usps.com. USE
Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) Return Receipt (leardcopy) \$ Return Receipt (electronic) \$ Certified Mail Restricted Delivery \$ Adult Signature Required \$ Adult Signature Restricted Delivery \$ Postage \$	MF035430 MF040133 MF048344 Postmark Here
Total Postage and Fees \$ ATTV:	Holly Dut

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Texas General Land Office Reconciliation Billing

PO Box 12873 Austin, TX 78711-2873 (800) 998-4456 8:00 - 5:00 M-F

George P. Bush, Commissioner

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

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

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



Texas General Land Office

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			a			

Customer ID:

C000046383

Invoice Number: 18100345

MF035430

GLO Lease: GLO Review:

BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY

Review Period: September 2016 through August 2017 Category

Oil Sgarcia

Auditor/AE: 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 P	rice	вти	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate From	Interest Rate Fron	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/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1:

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Customer ID:

C000046383

Invoice Number:

18I00347 MF040133

GLO Lease: GLO Review: Review Period:

BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY

September 2016 through August 2017

Category

Oil Sgarcia

08-276286

Auditor/AE: 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 / F	Penalty Rate From	Interest Rate Fron F	The second second
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		\$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	A STATE OF THE STA	15,246			观告》后程	\$751,211.09	\$46,950.71	\$1,124.61	\$45,826.10	THE PROPERTY OF	TOTAL SOCIAL PROPERTY.	\$4,582.61		\$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

COLUMN (5)

PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.

COLUMNS (12), (13), (14)

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Invoice Number: 18100347

18I00347 MF040133

GLO Lease: GLO Review:

BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY

Review Period: September 2016 through August 2017

Auditor/AE:

Sgarcia

Billing Date: P&I Calculation Date: 2/23/2018

08-276286

Royalty Rate:

3/31/2018 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 Ir	terest Rate For / F	Penalty Rate From	nterest Rate Fron R	Commence of the last of the la
Sep-16	08-45912	21,045	1.000000000	\$ 2.568123	\$ 1.038100	\$56,105.31	\$3,506.58	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Marie Control of the	4.50%	\$350.66	\$191.08	\$4,048.3
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	\$4,395.3
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	\$3,187.2
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	\$5,339.3
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	\$5,604.7
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	\$3,336.8
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	\$3,263.5
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	\$3,369.0
May-17	08-45912	17,542	1.000000000	\$ 2.776122	\$ 1.030200	\$50,169.43	\$3,135.59	\$0.00	\$3,135.59	259	4.75%	\$313.56	\$81.61	\$3,530.7
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	\$2,988.7
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	\$2,788.6
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	\$2,611.7
OTALS		222,959	Signal Williams			\$625,567.67	\$39,097.98	\$0.00	\$39,097.98		Sept.	\$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

COLUMN (5)

PRICE & BTU - TAKEN FROM ROYALTY PRODUCTION REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.

COLUMNS (12), (13), (14)

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Customer ID:

C000046383

Invoice Number: GLO Lease: 18I00349 MF048344

September 2016 through August 2017

GLO Review: Review Period: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY

Category Auditor/AE: Oil Sgarcia

08-45912

Billing Date:

2/23/2018

P&I Calculation Date: Royalty Rate: 3/31/2018 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 Fron	Revenue Due
Sep-16	08-276286	1,525	1.00000000	\$ 40.730503	\$ 1.000000	\$62,114.02	\$3,882.13	0					\$216.34	
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	
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	
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	
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	
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	77.29
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	
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	
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	
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	
Aug-17	08-276286	The second secon		\$ 44.220103	\$ 1.000000	\$48,597.89	\$3,037.37	\$0.00	\$3,037.37	177	4.75%	\$303.74		
TOTALS	MARKET CHARLES	15,247			医型上面型	\$751,535.95	\$46,971.00	\$1,142.21	\$45,828.79	8. 为与自由自由	出計劃到計劃	\$4,582.90	\$1,700.79	

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

COLUMN (5)

PRICE - TAKEN FROM ROYALTY PRODUCTION REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.

COLUMNS (12), (13), (14)

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Customer ID:

C000046383

Invoice Number: GLO Lease:

18100348 MF048344

GLO Review: Review Period: BHP BILLITON PETROLEUM (TXLA OPERATING) COMPANY

Category Auditor/AE:

Gas Sgarcia

Billing Date:

2/26/2018

P&I Calculation Date:

3/31/2018 .25%

[12] [14] [15] [15] [15] [15] [15] [15] [15] [15	i — miodiation bate.	OICIIL
September 2016 through August 2017	Royalty Rate:	6.2

(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 R	
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	\$4,048.3
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	\$4,395.3
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	\$3,187.20
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	\$5,339.3
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	\$3,263.5
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	\$ 1.026600	\$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	Mary Rivers	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)

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REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

File No	IFC	748	34		(S)
	FC	748	34		
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7				Co	unatu.
		7	.1.		ounty
KC	con	BU	lling		
Data Ellad	3	3/6	/18		
Date Filed:	ego D D	uch Cor	nmission	AOV 4	
D.	ge r. be	usii, Coi	minasioi	A	7
Dy-	Annual Property of the Street	The state of the s			

Mineral File 48344 B FILE
COUNTY: Reeves TRACT: PART: N/2 Sec. 34 Blk. 57 Tsp.2 ACRES: 320
LESSEE: Joseph B. Ruppe DATE: TERM: BONUS: RENTAL: FILE:

30	in	TY	-	10
10.00	الجالار	W.	23	

Name of Claim

Vol.

B-FILE

For Correspondence

RELINQUISHMENT ACT LEASE

	REEVES		County
	MINERAL I		
	Joseph B.	Ruppe	
		320	Acres
	N/2	Section	34
	N/2	Section Block	
	N/2 T & P Ry.Co.		57
		Block	57

48344 File

CONTENTS

1 LT from Argo	Oil Corp.	JUL 22 1958 HS
2		8-29.5822
3. " "	9	-16-58 ab
4. Ltr from argo Oil	Corp. 10-1	0-58 ab
5		10-23-58 HS
6	4	10-23 58 HS
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21 Lt to argo		
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Lease dated 8-9-57 ,5 Yrs

File	8344
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CONTENTS

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Producing Supplement #2 RELINQUISHMENT ACT LEASE

For Correspondence

File	48344							
	County							
MINERAL LAND								
***	Joseph B.	Ruppe						
,			320		Acres			
	N/2			Section	34			
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				Cert.				
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Name	of Claim	Lease	dated	8-9-57	5 yrs			

Vol.

P.

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1.	Ltr	fr	Argo	Oil	Corp.	7-22-58	34.	Ltr	fr	Argo	Oil	Co.		10-5-60
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ARGO OIL CORPORATION

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

July 22, 1958

15

T-5308

A. T. Randolph/State Well No. 1 State Lease No. M-48344 Sabre (Delaware Sand) Field Reeves County, Texas

General Land Office State of Texas Austin, Texas

Gentlemen:

The above captioned well was completed as an oil producer, therefore, we are enclosing the below listed forms and data:

- Railroad Commission Form 2, 'Well Record', with attached Driller's Log and plat.
- Railroad Commission Form 3, 'Potential Test', with attached proration plat.
- 3. Schlumberger Laterolog with Gamma Ray and Schlumberger Sonic Log which show the formation and perforations.

Ofth Stale

CDH: jf Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

JUL 23 1958
GELLIL LAND OFFICE



Ltr. Jun Ergo Gel Corps
JUL 22 1958 19 Commissioner Clerk

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5. TEXAS

August 29, 1958

T-5308

Argo Oil Corporation

Sabre (Delaware) Field Reeves County, Texas

A. T. Randolph State/Lease

(General Land Office Lease No. M-48344)

General Land Office Austin 14, Texas

Gentlemen:

GENERAL OFFICES

DENVER 2, COLORADO

We are enclosing Tank Tables for Tank No's. 17167 and 17168, located on the above captioned lease.

Chish Johns

CDH: jf Encl.

cc: Accounting Department/Denver w/enc.
R. O. Price/Midland w/2 encls.

REGELVED

AUG 3 0 1958

GENERAL LAND OFFICE

Bho 9-2-58

M. F. 48344

CORRESPONDENCE FILE

From Dil Chp.

From Dated 8-29-58

ARGO OIL CORPORATION (A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO

September 16, 1958



T-5308 Argo Oil Corporation A. T. Randolph/State Lease (General Land Office Lease No. M-48344) Sabre (Delaware) Field Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production records for the month of August, 1958 covering the above captioned lease:

- 1. Affidavit of Production
- 2. Oil Purchaser Statements
- 3. Daily Gauge Reports
- 4. Pipe Line Run Tickets

Please note that the first run of crude oil was made on August 2, 1958 in the amount of 428.52 bbls., of which 90 bbls. was recovered treatment oil. We are also enclosing photostat of Affidavit of Ownership covering the 90 bbls. and SW-3-8-7544 which tenders it to Cactus Petroleum, Inc.

Very truly yours,

Class Johnson

CDH: jf Encls.

cc: R. R. Ullstrom/Denver w/No. 1 enc.

C. M. Bringle/Denver w/No. 1 enc.

REGEIVED

SEP 17 1958

GENERAL LAND OFFICE

3. M. F. 48344

CORRESPONDENCE FILE

Argo Oil Corp.

From

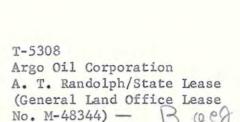
Dated 9-16-58

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO October 10, 1958



Sabre (Delaware) Field Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production records for the month of September, 1958 covering the above captioned Lease:

- 1. Affidavit of Production
- 2. Oil Purchaser Statement
- 3. Daily Gauge Reports
- 4. Pipe Line Run Tickets

Very truly yours,

CDH:mt Encls.

cc: R. R. Ullstrom/Denver w/No. 1 encl.

C. M. Bringle/Denver w/No. 1 encl.

OCT 11 1958

M. F. <u>18344</u> CORRESPONDENCE FILE

To argo Oil Corp.

Dated _10-10-58

.

ARGO OIL CORPORATION (A DELAWARE CORPORATION) MILAM BUILDING SAN ANTONIO 5, TEXAS GENERAL OFFICES October 23, 1958 1700 BROADWAY DENVER 2 COLORADO T-5308 A. T. Randolph/State Well No. 3 Sabre (Delaware) Field Reeves County, Texas Mr. Jules Delaune, District Supervisor Railroad Commission of Texas Oil and Gas Division P. O. Box 1110 Midland, Texas Dear Mr. Delaune: We are enclosing the original and duplicate of Form No. 1 'Application to Drill' with attached plat covering the above captioned location. We are also enclosing an air-mail stamped envelope to Mr. Harry Batis in Austin. Will you please use it to expedite permit. Very truly yours, Original Signed, Chas. W. Johnson CDH: jf Encls. cc: R. R. Ullstrom/Denver w/encls. R. O. Price/Midland w/encls. J. J. Bailey/Midland w/encls. General Land Office w/encls. State of Texas BEBEIVED Austin, Texas OCT 24 1958 GENERAL LAND OFFICE At for layo Oct 6

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ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

A83 AX

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

T-5308

A. T. Randolph/State Well No. 4 Sabre (Delaware) Field Reeves County, Texas

Mr. Jules Delaune, District Supervisor Railroad Commission of Texas Oil and Gas Division P. O. Box 1110 Midland, Texas

Dear Mr. Delaune:

We are enclosing the original and duplicate of Form No. 1 'Application to Drill' with attached plat covering the above captioned location.

Very truly yours,

Original Signed, Chas. W. Johnson

CDH: jf Encls.

cc: R. R. Ullstrom/Denver w/encls.
R. O. Price/Midland w/encls.
J. J. Bailey/Midland w/encls.
General Land Office w/encls.
State of Texas
Austin, Texas

OCT 24 1958
GENERAL LAND OFFICE

48344 Argo Oil Cokp. Commissioner Clerk

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

October 24, 1958

15

T-4866
A. Lee Frasure/State Well No. 1
State Lease No. M-43834
Geraldine (Ford) Field
Culberson and Reeves Counties, Texas

General Land Office, State of Texas Austin, Texas

Gentlemen:

We are enclosing the below listed reports which were necessitated by the completing of the above captioned well as a dry hole:

- 1. Railroad Commission Form 2-A, Application to Plug.
- 2. Railroad Commission Form 4, Plugging Record.
- 3. Western Company Gammatron Log.

Very truly yours,

CDH:ela

encs.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

REGENCED
OCT 25 1958
GENERAL LAND OFFICE

Cham Johns

Filed 10 24 19 58
BILL ALLCORN

Clerk

1

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

October 30, 1958

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO M. W. S. S. W. W.

T-5308
Argo Oil Corporation
A. T. Randolph/State Well No. 2
State Lease No. M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office State of Texas Austin, Texas

Gentlemen:

The following reports were necessitated by the completing of the above captioned well as an oil producer:

- Railroad Commission Form 2, 'Well Record' with attached Driller's Log and Plat.
- 2. Railroad Commission Form 3, 'Potential Test' with attached Proration Plat.
- 3. Schlumberger Micro Laterolog.

Okasa Johnso

CDH: jf Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

RECEIVED
OCT 3 1 1958
GENERAL LAND OFFICE

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The 48344

The fr. Argo Oil Corp.

Filed DCT 30 1958 19 BILL ALLCORN Commissioner

Clerk

ARGO OIL CORPORATION . (A DELAWARE CORPORATION) MILAM BUILDING SAN ANTONIO 5. TEXAS GENERAL OFFICES November 7, 1958 1700 BROADWAY DENVER 2.COLORADO T-5308 A. T. Randolph/State Well No. 5 Sabra (Delaware) Field Reeves County, Texas Mr. Jules De Leume, Acting District Supervisor Railroad Commission of Texas Oil and Gas Division P. O. Box 1110 Midland, Texas Dear Mr. De Laune:

We are enclosing the original and duplicate of Form No. 1 'Application to Drill' with attached plat covering the above captioned location.

We are also enclosing an air-mail stamped envelope to Mr. Harry Batis in Austin. Will you please use it to expedite permit.

Very truly yours,

Original Signed, Chas. W. Johnson

ELA: hm

157

cc: R. R. Ullstrom/Denver w/encls.
R. O. Price/Midland w/encls.
J. J. Bailey/Midland w/encls.
General Land Office w/encls.
State of Texas
Austin, Texas

MERCENATION OLLOW



La 48344
La 48344
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Filed BILL ALLCORN

BILL ALLCORN

Commissioner

Clerk

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES
1700 BROADWAY
DENVER 2.COLORADO

November 7, 1958

15 m. 43 x A

T-5308
A. T. Randolph/State Well No. 6
Sabre (Delaware) Field
Reeves County, Texas

Mr. Jules De Laune, Acting District Supervisor Railroad Commission of Texas Oil and Gas Division P. O. Box 1110 Midland, Texas

Dear Mr. De Laune:

We are enclosing the original and duplicate of Form No. 1 'Application to Drill' with attached plat covering the above captioned location.

Very truly yours,

Original Signed, Chas. W. Johnson

ELA: hm Engls.

cc: R. R. Ullstrom/Denver w/encls.
R. O.Price/Midland w/encls.
J. J. Bailey/Midland w/encls.
General Land Office w/encls.
State of Texas
Austin, Texas

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BILL ALLCORN

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Commissioner

Clerk

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

November 19, 1958

15. 200 XX

T-5308
Argo Oil Corporation
A. T. Randolph/State Well No. 3
State Lease No. M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office State of Texas Austin, Texas

Gentlemen:

The following reports were necessitated by the completing of the above captioned well as an oil producer:

- Railroad Commission Form 2, 'Well Record' with attached Driller's Log and Plat.
- Railroad Commission Form 3, 'Potential Test' with attached Proration Plat.
- 3. Schlumberger Laterolog with Gamma Ray.

Very truly yours,

Chasa Johnson

CDH: hm Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

NOV 2 0 1958

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NOV 19 1958 19 BILL ALLCORN	

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS November 20, 1958

GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO

M- 483 A4 T-5308 A. T. Randolph/State Well No. 5 Sabre (Delawere) Field Reaves County, Texas

Mr. Jules Delauze, Acting District Supervisor Railroad Compisssion of Texas Oil and Gas Division P. O. Box 1110 Midland, Texas

Dear Mr. Delsune:

We are enclosing the original and duplicate of Amended Form 1, 'Application to Drill' with attached plat covering the drilling of the above captioned well.

This emended application was necessitated by the moving of the location of Well No. 5 from 660' North Line and 1980' West Line to 560' North Line and 1980' West Line due to the original location falling too close to electrical high line and oil pipe line.

We are also enclosing an Air Mail stamped envelope to Mr. Harry Batis in Austin. Please use it to expedite permit.

Very truly yours,

Original Signat, Chas. W. Johnson

CDH: hra Encls.

cc: R. R. Ullstrom/Denver w/encl. R. O. Price/Midland w/encl. J. J. Bailey/Midland w/encl. General Land Office w/encl. State of Texas Austin, Texas

> LILESETTED NOV 22 1958 L. I TAND ULEIUZ



48344

M. F. Argo Ceil Corp

Filed NOV 20 1958 19

BILL ALLCORN

Commissioner

Clerk

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

December 3, 1958

M 48344

T-5308
Argo Oil Corporation
A. T. Randolph/State Well No. 4
State Lease No. M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office State of Texas Austin, Texas

Gentlemen:

The following reports were necessitated by the completing of the above captioned well as an oil producer:

- Railroad Commission Form 2, 'Well Record' with attached Driller's Log and Plat.
- Railroad Commission Form 3, 'Potential Test' with attached Proration Plat.

3. The Western Company Gammatron.

Very truly yours,

Cham Jehun

CDH: hm Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

DEC 4 - 195 :
GENERAL LAND OFFICE

A.S.

M.F. 48344

CORRESPONDENCE FILE

To argo vil Corp.

From

Dated Ne DEC 4 1958

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO December 18, 1958

15 M 48344

T-5308
Argo Oil Corporation
A. T. Randolph/State Well No. 6
State Lease No. M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office State of Texas Austin, Texas

Gentlemen:

The following reports were necessitated by the completing of the above captioned well as an oil producer:

- Railroad Commission Form 2, 'Well Record' with attached Driller's Log and Plat.
- Railroad Commission Form 3, 'Potential Test' with attached Proration Plat.
- 3. The Western Company Gammatron Log.

Very truly yours,

CDH: jf Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

REGEIVED

DEC 19 1958

GENERAL LAND OFFICE

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(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO January 5, 1959

T-5308
Argo Oil Corporation
A. T. Randolph/State Well No. 5
State Lease No. M-48344
Sabre (Delaware) Field
Reeves County, Texas

m 48344

General Land Office State of Texas Austin, Texas

Gentlemen:

The following reports were necessitated by the completing of the above captioned well as an oil producer:

- Railroad Commission Form 2, 'Well Record' with attached / Driller's Log and Plat.
- Railroad Commission Form 3, 'Potential Test' with attached Proration Plat.
- 3. The Western Company Gammatron Log.

Very truly yours,

Olum John

CDH: jf Encls.

cc: S. R. Cohagan/San Antonio

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

JAN 6 1959
FENERAL LAND OFFICE

8

48344

Li argo Oct Corp

JAN 6 1959 19

BILL ALLCORN Commissioner Clerk

(A DELAWARE CORPORATION)

MILAM BUILDING

April 29, 1959

GENERAL OFFICES
1700 BROADWAY
DENVER 2.COLORADO

24

T-5308

A. T. Randolph/State Well No. 8 Sabre (Delaware) Field Reeves County, Texas

Mr. Jules Delaune, District Supervisor Oil and Gas Division Railroad Commission of Texas /P. O. Box 1110 /Midland, Texas

Dear Mr. Delaune:

We are enclosing the original and duplicate of Form 1, 'Application to Drill', with attached plat covering the above captioned well.

Very truly yours,

Original Signed, Chas. W. Johnson

CDH: jf

cc: R. R. Ullstrom/Denver w/enc.

R. O. Price/Midland w/enc.

J. J. Bailey/Midland w/enc.

General Land Office State of Texas Austin, Texas w/enc.

APR 30 1959

General Land Office



La. fr. argo Oil Corp.

FILED APR 291959 19 COMMISSIONER

CLERK

DEVISOR THE SE MAN

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO April 29, 1959

T-5308
A. T. Randolph/State Well No. 7
Sabre (Delaware) Field
Reeves County, Texas

Mr. Jules Delaune, District Supervisor Oil and Gas Division Enilroad Commission of Texas 2, O. Box 1110 Midland, Texas

Dear Mr. Delaune:

We are enclosing the original and duplicate of Form 1, 'Application to Drill', with attached plat covering the above captioned well.

We are also enclosing an air mail stamped envelope to Mr. Harry Batis in Austin and request that you please use it to expedite this permit.

Very truly yours,

foriginal Signou, Lass. W. Johnson

CDH: jf Enc.

cc: R. R. Ullstrom/Denver w/enc.

R. O. Price/Midland w/enc.

J. J. Bailey/Midland w/enc.

General Land Office State of Texas Austin, Texas w/enc. La fr. asgo Oil Corp

FILED APR 29 1959 19

Sill allern CLERK

MONTARD SHOT

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

May 25, 1959

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

T-5308 A. T. Randolph/State Well No. 9 Wildcat Reeves County, Texas

RECEIVED

MAY 26 1959

General Land Office

Mr. Jules Delaune, District Supervisor Oil and Gas Division Railroad Commission of Texas 2. O. Box 1110 Midland, Texas

NET PH / Dear Mr. Delaune:

We are enclosing the original and one copy of Form No. 1, 'Application to Drill', with attached plat covering the above captioned well.

We wish to point out that this well is to be a 1600' Wildcat test to explore the Castile formation. You will note subject well is located 50' South of A Randelph/State Well No. 4 which is producing from the Delaware sand at approximately 2950'. The subject well will not be drilled and of course not produced from the Delaware sand.

Very truly yours,

CMJ/mr

cc: R. R. Ullstrom/Denver w/enc.

R. O. Price/Midland w/enc.

J. J. Bailey/Midland w/enc.

General Land Office State of Texas Austin, Texas w/enc.

Original Signed, Chas. W. Johnson



FILED MAY 25 1960 19

COMMISSION CLERK

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RECEIVED

M-48344 ARGO OIL CORPORATION (A DELAWARE CORPORATION) MILAM BUILDING SAN ANTONIO 5, TEXAS May 28, 1959 GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO T-5308 (12714) A. T. Randolph/State Well No. 7 Sabre (Delaware) Field Reeves County, Texas Mr. Jules Delaune, District Supervisor Oil and Gas Division Railrosd Commission of Texas P. O. Box 1110

Dear Mr. Deleune:

Midland, Texas

The above daptioned well was completed on May 23, 1959 as an oil producer; therefore, we are enclosing the below listed reports:

- Form 2, 'Well Record', in duplicate with attached plat and Driller's Log.
- 2. Form 3, 'Potential Test', in duplicate with attached Proration Plat.

Very truly yours,

ela

ORIGINAL SIGNED, CHAS. W. JOHNSON

encs.

ce: R. R. Ullstrom/Denver w/encs.

R. O. Price/Midland w/encs.

J. J. Bailey/Midland w/encs.

H. C. Winslow/San Antonio w/encs.

Cactus Petroleum, Inc. w/encs. No. 2 only

P. O. Box 634 Midland, Texas

General Land Office w/encs. / State of Texas Austin, Texas

RECEIVED

MAY 29 1959

General Land Office



M. F. 48344

The Dego Cil Corp

FILED -MAY 29 1959

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1999 TO 1999

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

June 16, 1959

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO 48344

T-5308

A. T. Randolph/State Well No.

Wildcat

Reeves County, Texas

Mr. Jules Belaune, Dist. Supervisor Oil and Gas Division Railroad Commission of Texas P. O. Box 1110 Midland, Texas

Dear Mr. Delaune:

The above captioned well was drilled to a total depth of 1503' and found to be non-productive, therefore, we are enclosing the below listed reports:

(1) Form 2-A, Application to Plug and Well Record in duplicate with attached drillers log

(2) Form 4, Plugging Record in duplicate

(3) Photostat of Board of Water Engineers letter which advised that fresh water sands must be protected to the base of the Rustler, estimated to occur at approximately 600'

(4) Affidavit of cementing executed by Halliburton Oil Well
Cementing Company showing the location of the cement plugs.
This affidavit was necessitated by the fact that Argo Oil
Corporation was granted permission to set approximately 50'
of surface casing (surface casing set at 74') and if well
was productive cement the production string to the surface
and if dry protect fresh water sands by setting cement plugs.

Very truly yours,

Original Signed, Chas. W. Johnson

CDH/mr

cc: R. R. Ullstrom/Denver w/enc.

R. O. Price/Midland w/enc.

J. J. Bailey/Midland w/enc.

General Land Office State of Texas
Austin, Texas w/enc.

RECEIVED

JUN 17 1959

General Land Office



The Agg Oil Corp

FILED JUI/C 1959

CONTRACTOR

CLERK

COMBONAL

48344

BOARD OF WATER ENGINEERS

DURWOOD MANFORD, CHAIRMAN

R. M. DIXON O. F. DENT

BEN F. LOONEY, JR.



1410 LAVACA STREET AUSTIN

June 1, 1959

IN REPLY REFER TO

Ground-Water

(DIVISION)

Surface Casing Section GR 6-6791 Ext-19

Milam Bldg. San Antonio 5, Texas

Argo Oil Corp.

Gentlemen:

Reference is made to your inquiry of May 25, 1959 regarding the protection of fresh-water strata in A. T. Randolph/State Well No. regarding Sec. 34, T&P RR Survey, Block 57, Reeves County, Texas.

Water-bearing strata down to the base of the Rustler, estimated to occur at 600 feet, must be protected.

RECEIVED

JUN 17 1959

General Land Office

The depth to which we recommend that fresh-water strata should be protected is intended to apply only to the subject well or lease, and this letter should not be construed as a recommendation on fresh-water protection in the surrounding wells or leases.

Very truly yours,

Mrs. Ann Marie Austin, Geologist

SURFACE CASING SECTION

Copy to Railroad Commission of Texas

cc: R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

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FILED JUN 1 1959 19

COMMISSIONER

#85

CLERK

Argo Oil Corporation Milam Building San Antonio, Texas

RE: State Lease M-48344, N/2 Sec. 34, Blk. 57, Tsp. 2, T&P Sur., Reeves County, Texas

Gentlemen:

According to the records of this office you completed your #7 well on the above captioned lease on May 24, 1959.

We would appreciate it very much if you would file a copy of the well log and Railroad Commission Form 2 in this office for our records.

Sincerely yours,

BILL ALLCORN, COMMISSIONER

BY

John Allison, Director Exploration and Development

JA/bs

M. F. 49344

CORRESPONDENCE IN "B" FILE

Lia to argo Oil Cop

FILED 9-4 19-51

ALLCORN

CLERK

(A DELAWARE CORPORATION)
MILAM BUILDING
BAN ANTONIO B. TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO 24

AUG 18 1959
General Land Office

T-5308 (12714) A. T. Randolph/State Well No. 7 Sabra (Delaware) Field Reeves County, Tames

Mr. Jules Belaune, District Supervisor Oil and Gas Division Bailroad Commission of Texas P. O. Box 1110 Midland, Texas

Dear Mr. Delsume:

The above captioned well was completed on May 23, 1959 as an oil producer; therefore, we are enclosing the below listed reports:

- 1. Form 2, 'Well Record', in duplicate with attached plat and Briller's Log.
- Form 3, 'Potential Test', in duplicate with attached Proration Plat.

Very truly yours,

sla

ORIGINAL SIGNAD, JEAR, W. JOHNSON

encs.

cc: R. R. Ullatrom/Benver w/encs.

B. O. Price/Midland w/sacs.

J. J. Bailey/Midland w/smcs.

H. C. Winslow/Sas Antomio w/encs.

Cactus Patroleum, Inc. w/emcs. No. 2 only P. O. Box 634 Midland, Texas

General Land Office w/encs. State of Texas Austin, Texas



al

Stron argo Oil Cosp FILED May 29 1959. COMMISSIONER



STANDARD OIL COMPANY OF TEXAS

P. O. BOX 1249 · HOUSTON 1 · TEXAS

In Reply Refer to Our No. 530 August 28, 1959

DIVISION ORDER NO. 798 COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS INT.

Commissioner of the General Land Office of the State of Texas Land Office Building Austin, Texas

Gentlemen:

In response to your letter dated August 21, 1959, we advise that Division Order No. 0798 is the same as Division Order No. 798. The prefix "O" is an accounting symbol. We are enclosing a copy of the subject division order which includes the name of the Operator and the legal description of the lease.

We have not received an executed copy of the subject division order from you. We would appreciate your earliest attention to the matter.

Very truly yours,

H. H. Kuester

H. H. Kuester, Vice President Land and Legal Department

BBA: bak

Enclosure

SEP 1 1959

m. 48344

23.

M. F. 48344

CORRESPONDENCE FILE

To

Standard Viller From Jevan Dated 8-28-55

OCT 27 1959

General Land Office

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO S, TEXAS

June 16, 1959

GENERAL OFFICES 1700 BROADWAY DENVER 2.COLORADO 48349H

T-5308 A. T. Randolph/State Well No. 9 Wildcat Reeves County, Texas

Mr. Jules Delaune, Dist. Supervisor Oil and Gas Division Railroad Commission of Texas P. O. Box 1110 Midland, Texas

Dear Mr. Deleune:

The above captioned well was drilled to a total depth of 1503' and found to be non-productive, therefore, we are enclosing the below listed reports:

- (1) Form 2-A, Application to Plug and Well Record in duplicate with attached drillers log
- (2) Form 4, Piugging Record in duplicate
- (3) Photostat of Board of Water Engineers letter which advised that fresh water sands must be protected to the base of the Rustler, estimated to occur at approximately 600°
- (4) Affidavit of cementing executed by Halliburton Cil Well
 Cementing Company showing the location of the cement plugs.
 This affidavit was necessitated by the fact that Argo Oil
 Corporation was granted permission to set approximately 50'
 of surface casing (surface casing set at 74') and if well
 was productive cement the production string to the surface
 and if dry protect fresh water sands by setting cement plugs.

Very truly yours,

CDH/mg

cc: R. R. Ullstrom/Denver w/enc.

R. O. Price/Midland w/enc.

J. J. Bailey/Midland w/enc.

General Land Office State of Texas Austin, Texas w/enc. Man 117.

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BOARD OF WATER ENGINEERS

DURWOOD MANFORD, CHAIRMAN

FINAL BUREL

R. M. DIXON

O. F. DENT

BEN P. LOONEY, JR. BECRETARY



1410 LAVACA STREET AUSTIN

June 1, 1959

IN REPLY REFER TO

Ground-Water

(81918104)

Surface Casing Section GR 6-6791 Ext-19

RECEIVED

OCT 27 1959

General Land Office

Gentlemen:

Arge Oil Corp.

San Antonio 5, Texas

Milam Bldg.

Reference is made to your inquiry of May 25, 1959 regarding the protection of fresh-water strata in A. T. Randelph/State Well No. 9. Sec. 34, T&P RR Survey, Block 57, Reeves County, Texas.

Water-bearing strata down to the base of the Rustler, estimated to occur at 600 fast, must be protected.

The depth to which we recommend that fresh-water strata should be protected is intended to apply only to the subject well or lease, and this letter should not be construed as a recommendation on fresh-water protection in the surrounding wells or leases.

Very truly yours,

Mrs. Ann Marie Austin, Goolegist

SURFACE CASING SECTION

Copy to Railroad Commission of Texas

cc: R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

HCW LLA JIIN 2 1959 COMM S ER 35 CLERK

(A DELAWARE CORPORATION) DRAWER 432 PHONE 4-5546 MIDLAND, TEXAS

J. J. BAILEY MANAGER, LAND & EXPLORATION MIDLAND DIVISION

November 5, 1959

1700 BROADWAY

Argo No. T-5308 State Lease No. M-48344

N/2 Sec. 34, Blk. 57, T-2,

T&P Survey, Reeves County

Re:

The General Land Office Austin 14, Texas

Attention: Mr. John Allison

Gentlemen:

Your letter of October 28, 1959, to our San Antonio office, has been referred to us for reply.

I wish to advise that no logs were run on Argo's No. 9 Randolph State Well. This well was drilled as a twin to our No. 4 Well and was only projected to a depth sufficient to test the Castile formation. This well was plugged and abandoned at total depth 1503 feet in anhydrite.

For your files, I am attaching photo copy of the preliminary core analysis made by the Core Lab of Midland, Texas. I hope this will be satisfactory.

CEN:bw enclosure

cc: JWC/San Antonio

Division Landman

General Lauri Cities



CORRECTED AS LET CORREC

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R&G MM Aff. 000 Date 3-1-63

March 1, 1960

Argo Oil Corporation P. O. Drawer 432 Midland, Texas

16

Re: State Lease M-48344
Randolph 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 6178, 6179 and 6180.

Thank you for your cooperation.

Sincerely yours,

BILL ALLCORN, Commissioner

By Melvin Eckhoff, Assistant Director Accounting & Auditing Division

27.

M. F. 48344

CORRESPONDENCE FILE

To

Argo del Cargo.

Dated 3-1-60

15

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO

March 4, 1960

T-5308

A. T. Randolph/State Lease (General Land Office Lease No. M-48344) Sabre (Delaware) Field Reeves County, Texas B

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing Tank Tables for tanks numbers 6178, 6179 and 6180 for the above captioned lease as requested in your letter of March 1, 1960 to our Midland Land Office.

Very truly yours,

ela

Encls.

Clean Johnson

M. F. 48344

CONT. TOTAL Corp.
From 3-4-60

Argo Oil Corporation 1728 Milam Building San Antonio 5, Texas

Re: State Lease N-48344
A. T. Randolph St. Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

We have not received gas royalty for November, December, 1959 and January, February and March, 1960, on the captioned lease. If, upon receipt of this letter, gas royalty payments are still outstanding, please help us to bring the account on a current basis in the very near future.

Sincerely yours,

BILL ALLCORN, Commissioner

By Melvin Eckhoff, Assistant Director Accounting & Auditing Division

AJW/jnj

6

CORRESPONDENCE FILE

Dated 5-3-60

1700 BROADWAY

May 9, 1960

15

MAY 12 1960
General Land Office

General Land Office Austin 14, Texas

Re: State Lease M-48344

A.T. Randolph St. Lease
Sabre Delaware Field
Reeves County, Texas

Attention: Melvin Eckhoff

Assistant Director

Dear Sir:

In reply to your letter of May 3rd, the following is a breakdown of payments made to the Commissioner of The General Land Office, by Argo Oil Corporation, which covers the above referenced lease.

Check No.	Check Date	Period Covered	Amount
21510	Feb. 29, 1960	Nov. & Dec.59 & January, 60	\$ 35.76
21947 22318	April 1, 1960 April 27, 1960	Feb., 1960 March, 1960	9.75
		Total	\$ 58.44

If we can be of further assistance, please advise.

Very truly yours,

Al Schoof

Crude Oil Acc'tg Dept.

AS: vf

30 M. F. 48344

CORRESPONDENCE MILE

To argo Oil Cap.

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO August 19, 1960

(5)

T-5308

Argo Oil Corporation
A. T. Randolph/State Lease
(General Land Office Lease No.
M-48344)
Sabre (Delaware) Field

Sabre (Delaware) Field Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production reports for the month of July, 1960 covering casinghead gas sales from the above captioned lease:

- 1. Form MA-2, Affidavit of Production
- 2. Gas Purchaser Statement.

Very truly yours,

Chase Johnson

Chas. W. Johnson

/las Encls.

cc: R. R. Ullstrom/Denver w/encls.

R. O. Price/Midland w/encls.

AUG 20 1960

General Land Office

3%

CORRESPONDENCE FILE

Mys Out

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2,COLORADO

September 23, 1960

15

T-5308
Argo Oil Corporation
A. T. Randolph/State Lease
General Land Office Lease No.
M-48344

Sabre (Delaware) Field Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing corrected Gas Purchaser Statement for the month of August, 1960 covering casinghead gas sales from the above captioned lease. The corrected report includes additional information in the left bottom corner.

Very truly yours,

ela

Encls.

cc: R. R. Ullstrom/Denver w/encls.

R. O. Price/Midland w/encls.

RECEIVED

Chases Johnson

SEP 24 1960

General Land Office

м. F. 48344

CORRESPONDENCE FILE

ARGO OIL CORP.

Dated 9-23-60

Argo Oil Corporation 1738 Milam Building San Antonio 5, Texas

Re: State Lease M-48344

A. T. Randolph Lease Sabre (Delaware) Field Reeves County, Texas

Gentlemen:

This is to advise that according to the records of the captioned State lease, we find additional royalty due in the amount of \$1.66.

We find that during November, 1958, there were 212.53 barrels of crude oil with a gross value of \$597.21 transferred to your A. Lee Frasure lease to treat a well. On March 20, 1959, we received a check from you on your remittance number 17403 in the amount of \$35.67, whereas, the royalty due the State for a gross value of \$597.21 should have been \$37.33, thus leaving a balance of \$1.66 due.

Please let us have your check to cover this additional royalty due at your earliest convenience.

Sincerely yours,

BILL ALLCORN, Commissioner

By

Ollie Jones, Assistant Director Accounting & Auditing Division

EHH/jnj

33.

M. F. 48344

CORRESPONDENCE FILE

To

Dated 9:20-60

1700 BROADWAY

DENVER 2, COLORADO

October 5, 1960

General Land Office Austin 14, Texas

Re: State Lease M-48344 A.T. Randolph Lease Sabre (Delaware) Field Reeves County, Texas

Attention: Mr. Ollie Jones

Gentlemen:

We are in receipt of your letter of September 30, 1960 in reference to the royalty payment to you on March 20, 1959 covering the above lease.

Our records indicate that we paid the Treasurer, State of Texas \$27.78 taxes covering this crude transfer. Correct taxes should have been \$26.12 based on a gross value of \$597.21 and a deduction there from of 6.25% which is your tax exempt royalty interest. Therefore we have incorrectly paid the Treasurer \$1.66 as taxes which should have been paid to you as a royalty.

A transfer of this amount between departments seems the logical method of settling this difference.

If you are not in agreement with this method of settlement please so notify us and we will apply for a refund of taxes and forward to you this amount.

EJB: eb Sh answered

RECEIVED

General Land Officer

#34

M. F. 48344

CORRECTION FROM

CORRECTION FROM

CORRECTION FROM

Dated 10-5-60

Argo Oil Corporation 1700 Broadway Denver 2, Colorado

Re: State Lease M-48344
A. T. Randolph Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

We refer to paragraph three of your letter of October 5, 1960, pertaining to the captioned state lease.

Due to certain provisions of the statutes, we are unable to transfer funds from the State Treasury into our oil royalty fund, therefore, we request that you make payment to us for the \$1.66 royalty due and apply for a refund of taxes to the Treasury Department.

Thank you for your cooperation.

Sincerely yours,

BILL ALLCORN, Commissioner

Ollie Jones, Assistant Director Accounting & Auditing Division

EHH/jnj

35.

M. F. 48344

CORRESPONDENCE FILE

To

Prom Oil Cay.

Dated 12-7-68

ARGO OIL CORPORATION

(A DELAWARE CORPORATION)

MILAM BUILDING

SAN ANTONIO 5. TEXAS

GENERAL OFFICES
1700 BROADWAY
DENVER 2.COLORADO

OCTOBER 24, 1961

OCT 26 1981

General Land Office

T-5308
Argo Oil Corporation
A. T. Randolph/State Lease
General Land Office Lease No.
M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production reports for the month of September, 1961, covering casinghead gas sales from the above captioned lease:

- 1. Form MA-2, Affidavit of Production
- 2. Gas Purchaser Statement.

Very truly yours,

Chas. W. Johnson

/las Encls.

cc: R. R. Ullstrom/Denver w/encls.

R. O. Price/Midland w/encls.

36 N F. 482 44

CORRESPONDENCE FILE

From Dated 10-24-61

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2, COLORADO

November 20, 1961

RECEIVED

NOV 21 1961

General Land Office

T-5308

Argo Oil Corporation
A. T. Randolph/State Lease
General Land Office Lease No.

M-48344 -

Sabre (Delaware) Field Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production reports for the month of October, 1961, covering casinghead gas sales from the above captioned lease:

- 1. Form MA-2, Affidavit of Production
- 2. Gas Purchaser Statement.

Very truly yours,

Chas. W. Johnson

Chasa Johnso

CWJ; las Encls.

cc: R. R. Ullstrom/Denver w/encls.

R. O. Price/Midland w/encls.

CORRESPONDENCE CORRESPONDENCE DE CORRESPONDENCE

(A DELAWARE CORPORATION)
MILAM BUILDING

SAN ANTONIO 5, TEXAS

GENERAL OFFICES 1700 BROADWAY DENVER 2.COLORADO

December 21, 1961

T-5308
Argo Oil Corporation
A. T. Randolph/State Lease
General Land Office Lease No.
M-48344
Sabre (Delaware) Field
Reeves County, Texas

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production reports for the month of November, 1961, covering casinghead gas sales from the above captioned lease:

- 1. Form MA-2, Affidavit of Production.
- 2. Gas Purchaser Statement.

Very truly yours,

Chas. W. Johnson

CWJ:lr Encls.

cc: R. C. Lutz/Denver w/encls.

R. O. Price/Midland w/encls.

RECEIVED

DEC 27 1961

Land Office

#38

COBRESPONDENCE FOR

To Ango Oll Copp.

From

Dated /2-21-6/

100

4-1

(A DELAWARE CORPORATION)
MILAM BUILDING
SAN ANTONIO 5.TEXAS

RECEIVED

GENERAL OFFICES 1700 BROADWAY DENVER 2.COLORADO

January 22, 1962

General Land Office

JAN 23 1962

T-5308
Argo Oil Corporation
A. T. Randolph/State Lease
General Land Office Lease No.
M-48344
Sabre (Delaware) Field

Reeves County, Texas

3

General Land Office Austin 14, Texas

Gentlemen:

We are enclosing the below listed production reports for the month of December, 1961, covering casinghead gas sales from the above captioned lease:

- 1. Form MA-2, Affidavit of Production.
- 2. Gas Purchaser Statement.

Very truly yours,

Chas. W. Johnson

hb Encls.

cc: R. C. Lutz/Denver w/encls.

CORRESPONDENCE FILE

Argo Cil Carp.
From
Dated 1-22-62

THE ATLANTIC REFINING COMPANY

INCORPORATED - 1870

PETROLEUM PRODUCTS MIDLAND, TEXAS

ROY W. JOHNS GENERAL COUNSEL PHILADELPHIA, PA. LEGAL DEPARTMENT MIDLAND A. C. GROSSE REGIONAL ATTORNEY JAMES P. MILLER

January 22, 1962

MAILING ADDRESS P. O. BOX 352 MIDLAND, TEXAS

Commissioner, General Land Office State of Texas Austin, Texas

> Re: Argo - Atlantic Purchase; Assignment of Lease, Reeves County, Texas (MR 16-0-1)

Dear Sir:

Enclosed is a conveyance from Argo Oil Corporation to The Atlantic Refining Company covering properties described on page 171 of the Conveyance, shown as Parcel A-1, file No. T-5308. I do not have the State file number for this lease.

Also enclosed is our check for \$3.00 to cover filing fee.

Please change your records to indicate that The Atlantic Refining Company is now the owner of the above-described oil and gas lease.

Very truly yours,

JPM:cew Encls.

42197

Messrs. A. B. Tanco

R. L. Chapman

RECEIVED

JAN 24 1962

General Land Office

HO

ORRESPONDENCE FILE

From

Dated - 21-63

Dated - 21-63

DETACH FROM CHECK BEFORE DEPOSITING

FILING FEE COVERING CONVEYANCE, SHOWN AS PARCEL A-1 FILE NO. A-T-5308 REEVES COUNTY, TEXAS

42197

10-62-0100-164-6825

QUESTIONS REGARDING THIS REMITTANCE SHOULD BE DIRECTED TO: THE ATLANTIC REFINING COMPANY, LEASE TITLE AND RENTAL UNIT P. O. BOX 352, MIDLAND, TEXAS

RECEIVED

JAN 24 1962

General Land Office

\$3.00

ATTEST:

see

Carragan

February 9, 1962

The Atlantic Refining Company P. O. Box 352 Midland, Texas

Attention: Mr. James P. Miller

RE: Our Lease M-48344
Your MR - 16-0-1
Reeves County, Texas.

Gentlemen:

The certified copy of Conveyance of Oil & Gas Lease affecting the above captioned Lease, enclosed with your letter of January 22, 1962, has been filed in our records.

Your \$3.00 remittance has been applied as the filing fee due on the Assignment.

Sincerely,

JERRY SADLER, COMMISSIONER

JS/web

W. F. 48344 CORRESPONDENCE FILE

la

September 28, 1962

The Atlantic Refining Company P. O. Box 2819 Dallas, Texas



Re: State Lease N-48344 A. T. Randolph 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 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:

Continental Oil Company's gas purchase statements for February, 1962 through August, 1962 and each month thereafter. Meter Station Number 1634.

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 /du

CORRESPONDENCE FILE

To

. .

Atlantic Refy.

Dated 9-28-62



THE ATLANTIC REFINING COMPANY

INCORPORATED - 1870

PETROLEUM PRODUCTS

ATLANTIC BUILDING

DALLAS, TEXAS

October 3, 1962

MAILING ADDRESS P. O. BOX 2819 DALLAS 21, TEXAS

PRODUCING ACCOUNTING DIVISION

G. B. HEFNER MANAGER

MANAGER E. W. FRY

T. L. REDDEN CHIEF ACCOUNTANTS

W. J. WESTERLAGE ASST. TO MANAGER

Jerry Sadler, Commissioner

General Land Office

Austin 14, Texas

DP:NJG

REPORTS: Gas

Attention: Mr. Walton F. Pennell

Re: State Lease M-48344 A.T.Randolph Lease

Sabre (Deleware) Field Reeves County, Texas

Gentlemen:

In reply to your letter of September 28, 1962, we are enclosing copies of Continental Oil Company's gas purchase statements for February, 1962 through July, 1962.

The gas purchase statement for August, 1962 will be attached to (Form MA-2) within a few days.

Yours very truly,

W. E. Kelley

W. E. Riley, Supervisor Gas Accounting Unit

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General Land Office

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The	118344
M. F.	RESPONDENCE FILE
20	attentic Ry.
From	
Dated	10-3-62



Atlantic Refining Company P. O. Box 2819 Dallas, Texas

RE: State Lease M-48344
A. T. Randolph 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 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:

Continental Oil Company's Gas Purchase Statement for February, 1963.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, COMMISSIONER

By:

C. F. Niebuhr, Director Finance, Audit and Investment

CFN: et

M. F. 48344

CORRESPONDENCE FILE

From
Dated 9-27-63



THE ATLANTIC REFINING COMPANY

INCORPORATED - 1870

PETROLEUM PRODUCTS

ATLANTIC BUILDING DALLAS, TEXAS

PRODUCING ACCOUNTING DIVISION

G. B. HEFNER MANAGER

E. W. FRY T. L. REDDEN CHIEF ACCOUNTANTS

W. J. WESTERLAGE ASST. TO MANAGER October 1, 1963

MAILING ADDRESS P. O. BOX 2819 DALLAS 21, TEXAS

Mr. C. F. Niebuhr, Director Finance, Audit and Investment General Land Office Austin, Texas

Re: State Lease M-48344 A. T. Randolph Lease Sabre (Deleware) Field Reeves County, Texas

Dear Mr. Niebuhr:

We are attaching copy of Continental Oil Companys' Gas Purchase Statement for February, 1963, as requested in your letter of September 27, 1963.

Yours very truly,

W. E. Riley, Supervisor Gas Accounting Unit

CORRESPONDENCE FILE

To attantish y.

From

Dated 10-1-63

February 11, 1964

- 7

Atlantic Refining Co. P. O. Box 2819 Dallas, Texas

> RE: State Lease M-48344 A. T. Randolph Lease Sabre (Delaware) Field Nucces 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 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:

Continental Oil Company's Gas Purchase Statements for October and November, 1963.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, COMMISSIONER

By:

C. F. Niebuhr, Director Finance, Audit and Investment

CFN: CE

M. F. 48344 CORRESPONDENCE FILE

46 Atlantic Refiningo

Dated 2-11-64



THE ATLANTIC REFINING COMPANY

INCORPORATED - 1870

PETROLEUM PRODUCTS

ATLANTIC BUILDING DALLAS, TEXAS

February 17, 1964

PRODUCING ACCOUNTING DIVISION
G. B. HEFNER, MANAGER

CONTINENTAL RAMSEY

MAILING ADDRESS P. O. BOX 2819 DALLAS, TEXAS 75221

General Land Office Mr. Jerry Sadler, Commissioner Austin, Texas NAPD:NJG

RE: State Lease M-48344 A. T. Randolph Lease Sabre (Delaware) Field Nueces County, Texas

Attention: Mr. C. F. Niebuhr, Director Finance, Audit and Investment

Gentlemen:

In reply to your letter of February 11, 1964, we regret the delay in furnishing you copies of Continental Oil Company's Gas Purchase Statements in the above mentioned lease for the months of October, and November, 1963. Please find attached copies we have just received from our Field office.

Yours very truly,

E. W. Fry, Chief Accountant

bc attach. By: Nancy from

FEB 18 1964

General Land Office

M. F. 68344

CORRESPONDENCE FILE

From AlbertickyCo.

Dated 3-12-64

-13

The Atlantic Refining Co. P. O. Box 2819 Dallas, Texas

RE: State Lease M-48344
A. T. Randolph State Lease
Sabre (Delaware) Field
Reeves County, Texas

Gentlemen:

A review of our records indicates that the following discrepancy exists in the account of the subject lease.

Your Oil or Gas Distillate Report (Form MA-1) and statement of oil runs for April, 1963 indicate \$838.66 royalty due on the sale of 4,652.94 barrels at a gross value of \$13,418.68.

Standard Oil Company's payment of the royalty due for April, 1963 amounted to \$830.69 and was based on sales of 4,608.81 barrels and a gross value of \$13,418.68.

Atlantic's oil run statement indicates that a run of 44.17 barrels (the difference in the reported sales and the sales upon which payment was based) occurred on April 15, 1963 out of Tank Mo. 6179. This sale yielded a gross value of \$127.65.

Based upon the State's royalty interest of 6.25%, we compute \$7.97 additional royalty due.

Please forward your check for \$7.97 to pay this additional royalty.

Thank you for your cooperation.

Sincerely yours,

JERRY SABLER, Commissioner

By:

C. F. Niebuhr, Director Finance, Audit and Investment

CFN:rsp cc: Standard Oil Co. of Texas P. O. Box 1249 Houston 1, Texas

18

M. F. 48344 CORRESPONDENCE FILE

To

atlantic Ref. Co

From

Dated 5-4-64



THE ATLANTIC REFINING COMPANY

INCORPORATED - 1870

PETROLEUM PRODUCTS

ATLANTIC BUILDING DALLAS, TEXAS

May 18, 1964

MAILING ADDRESS P. O. BOX 2819 DALLAS, TEXAS 75221

PRODUCING ACCOUNTING DIVISION G. B. HEFNER, MANAGER

General Land Office Austin, Texas

COS: TEL

REPORTS: State

Attention: Mr. C. F. Niebuhr, Director

Finance, Audit and Investment

Gentlemen:

Sold

We have your letter of May 4 having reference to State Lease M-48344, A. T. Randolph State Lease, Reeves County, Texas.

In reply we beg to advise that payment of the State's royalty interest of 6.25% of the 44.17 barrels having a gross value of \$127.65 was paid to the General Land Office by our check #926858 in the amount of \$7.98 around August 15, 1963.

If you are unable to locate this payment please advise and we will let you have a photostat of the front and back of the cancelled check.

Very truly yours,

T. E. Loper, Chief Accountant

vj

RECEIVED

MAY 19 1964

General Land Officen

49

M. F. 48344 CORRESPONDENCE FILE

I

Dated 5-18-64

Atlantic Refining Company P. O. Box 2819 Dallas, Texas

Re: State Lease M-48344
A.T. Randolph-State Lease
Sabre (Delaware) Field
Reeves County, Texas

Gentlemen:

A review of our records indicates that royalty due the State from oil sales off the subject lease are underpaid for April and July, 1964.

The following schedule compares the information shown on your Oil or Gas Distillate Report (Form MA-1) with that reported on Standard Oil Company of Texas' remittance advice for the same periods.

	Bbls. Sold	Gross Value	Royalty Due/Paid
April, 1964:			
Form MA-1	4286.07	\$12,359.08	\$772.44
Remittance	4104.69	11,836.21	739.76
Difference	181.38	\$ 522.87	32.68
July, 1964:			
Form MA-1	4279.21	\$12,290.89	768. 18
Remittance	4269.38	12, 262.69	766. 42
Difference	9.83	\$ 28.20	1.76

Based on these figures, total additional royalty due amounts to \$34.44.

B

Please forward your check for \$34.44 to pay this additional royalty.

Legal interest of 6% per annum is due for the period from the date the above royalty was due to the date the additional royalty is paid. Please include this interest with your remittance.

Thank you for your cooperation.

Sincerely yours,

JERRY CADLER, Commissioner

By:

C. F. Niebuhr, Director Finance, Audit and Investment

CFN:rsp

260.

50. M. F. 48344

Atlantic Refining

March 17, 1966

Atlantic Refining Company P. O. Box 2819 Dallas, Texas

RE: State Lease M-48344
A. T. Randolph Lease
Sabre Delaware Field
Reeves County, Texas

Gentlemen:

This refers to our letter dated November 27, 1964, in which we advised oil royalty for April and July, 1964 was underpaid \$32.68 and \$1.76, a total of \$34.44:

	Barrels Sold	Gross Value	Royalty
April, 1964 Reported Remittance	4286.07	\$ 12,359.08	\$772.44
	4104.69	11,836.21	739.76
	181.38	\$ 522.87	\$ 32.68
July, 1964 Reported Remittance	4279.21	\$ 12,290.89	\$768. 18
	4269.38	12,262.69	766. 42
	9.83	\$ 28.20	\$ 1.76

The \$1.76 has been paid, however our records indicate the \$32,68 has not been paid.

Please send your check for \$32.68 plus \$3.59 interest at 6% per annum, a total of \$36.27.

Thank you for your cooperation.

Sincerely yours,
JERRY SADLER, COMMISSIONER

BY:

C. F. Niebuhr, Director Finance, Audit and Investment

M. F. 48344 CORRESPONDENCE FILE

To Atlantic ______

From

Dated 3-17-66

Couls

March 14, 1969

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas

> RE: State Lease N-48344 A. T. Randolph 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 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:

Oil or Gas Distillate Report (Form MA_1) and Standard Oil Company's Oil Purchase Statements for August, 1967.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, COMMISSIONER

by:

C. F. Niebuhr, Director Finance, Audit and Investment

CFN: 1ce

1. F. 48344 (52)	
CORRESPONDENCE FILE	
atlantin Ridfield Co.	
From	
Dated 3-14-69	

JERRY SADLER

COMMISSIONER



GENERAL LAND OFFICE

AUSTIN, TEXAS

78701

March 14, 1969

Atlantic Richfield Company

P. O. Box 2819 Dallas, Texas

RE: State Lease M-48344

A. T. Randolph 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 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:

Oil or Gas Distillate Report (Form MA-1) and Standard Oil Ganeral Land Grice Company's Oil Purchase Statements for August, 1967.

> Please file these records at the earliest possible time. Thank you for your cooperation.

> > Sincerely yours,

JERRY SADLER, COMMISSIONER

Niebuhr, Director

Finance, Audit and Investment

CFN: 1ce

er your request - Ariginal! us mailed to you Sept. 1967.

(53)

M. F. 48344

CORRESPONDENCE FILE

To-

From Atlantic Rich Field

Dated 3-22-67

35

December 11, 1970

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

RE: State Lease M-48344
A. T. Randolph 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 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:

Oil or Gas Distillate Report (Form MA-1) for May, July, August, 1970.

Standard Oil Co.'s Oil Purchase Statements for May, July, August, 1970.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, COMMISSIONER

BY:

Melvin Eckhoff, Director Finance, Audit and Investment

M. F. 48344

CORRESPONDENCE FILE

atlantic Richfield

Dated 12-11-70 Kag



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General Land Office

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GENERAL LAND OFFICE

JERRY SADLER

AUSTIN, TEXAS

78701

62 847-

December 11, 1970

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Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221

RE: State Lease M-48344

A. T. Randolph 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 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:

Oil or Gas Distillate Report (Form MA-1) for May, July, August, 1970.

Standard Oil Co.'s Oil Purchase Statements for May, July, August, 1970.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

JERRY SADLER, COMMISSIONER

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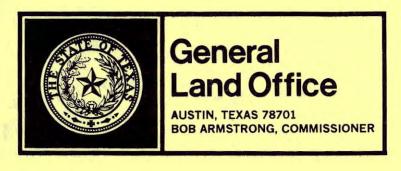
Melvin Eckhoff, Director

Finance, Audit and Investment

ME/le

62 - 5775

CORRESPONDENCE FILE Atlantic Richfield From



October 15, 1973

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

RE: State Lease M-48344
A. T. Randolph (State) Lease
Sabra (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 December, 1970. Continental Oil Company's Gas Purchase Statement for December, 1970.

Please file these records at the earliest possible time. Thank you for your cooperation.

Sincerely yours,

Bob Armstrong

BY: Charles F. Whitsel, Supervisor Finance, Audit and Investment
Telephone No. 512-475-2859
BM/glc

M. F. 48344

CORRESPONDENCE FILE

From

Prom
Dated 10-15-73 gc

AtlanticRichfieldCompany

North American Producing Division Administration and Control Post Office Box 2819 Dallas, Texas 75221 Telephone 214 741-7461



Omer Adams Manager, Revenue Accounting

October 23, 1973

Mr. Bob Armstrong, Commissioner General Land Office Austin, Texas 78701

Attention: C.F. WHITSEL

FINANCE, AUDIT & INVESTMENT

Gentlemen:

Attached is a xerox copy of our original Gas Report (form MA-2) for the above subject State lease as requested in your letter of October 15, 1973 for the MONTH of December, 1970. COPY of CONTINENTAL OIL COMPANY STATEMENT ATTACHED

The original MA-2 Report was filed with the General Land office July 7,1971 .

If we may be of further assistance, please advise.

Yours very truly,

J. L. Stancill, Sr. Regulatory Accountant Gas Regulatory and Reporting Unit

FK/1w

Attachment

RECEIVED

OCT 25 1973

General Land Office

W. F. 48344

CORRESPONDENCE FILE

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Allsahic Richard Consider Consider

June 11, 1974

Atlantic Richfield Company P. 0. Box 2819 Dallas, Texas 75221

ATTENTION: MR. JOE LINDE

RE: State Lease M-48344 A. T. Randolph State Lease Sabre-Delaware Field Reeves County, Texas

Gentlemen:

Examination of our records on the subject lease indicates an apparent overpayment of \$406.55 of oil royalty. (See attached schedule.) If your records concur, please take a credit when submitting to the State future oil royalties on the subject lease, and notify this office the date the dredit is to be taken.

Thank you for your cooperation,

Sincerely yours,

Charles F. Whitsel, Supervisor Resource Accounting Telephone No. 512-475-2858 BT/glc Enclosure

м. г. 48344

CORRESPONDENCE FILM

From Arco

Prom 6-11-74 gc

AtlanticRichfieldCompany

North American Producing Division Administration and Control Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151

Omer Adams Manager, Revenue Accounting

July 18, 1974

General Land Office Austin, Texas 78701

Attention: Mr. Charles F. Whitsel

Re: State Lease M-48344

A. T. Randolph State Lease Sabre - Delaware Field

Gentlemen:

Please refer to your letters of June 11, 1974 and July 12, 1974.

We have compared our records for the period December, 1970 through July, 1972 with your calculations for the period as shown on the Schedule attached to your letter of June 11, 1974.

From December, 1970 through August, 1971 we inadvertently recorded sales at a lower price than Chevron. We processed price corrections in September, 1971 to correct the Gross Value previously recorded.

The \$30.53 royalty overpayment for May, 1972 was for tax and royalty free recovered load oil. Our May, 1972 Run Statement shows 140.47 barrels, valued at \$488.84, recovered from tank 06180. It appears that the Debit ticket for this oil was not received by Chevron Oil Company. By copy of this letter we are advising Chevron so that they may process this adjustment. A copy of our Run statement is attached. If needed, a copy of the Debit run ticket can be furnished by Mr. Greg Harless at our Midland, Texas District office.

The state royalty for the audit period has been correctly paid with the exception of the \$30.53 item previously mentioned. We are including a copy of our analysis for this period for your information.

121



B File



General Land Office Page 2 July 18, 1974

If additional information is needed, please let us know.

Yours very truly,

J. B. Jenkinson, Supervisor

Oil Payables Unit

DP/dv

Attachments

cc: Chevron Oil Company Western Division 1700 Broadway P. O. Box 599 Denver, Colorado 80201 Attention: Mr. C. G. Miller

> RECEIVED JUL 24 1974 General Land Office

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M. F. 48344

CORRESPONDENCE FILE

To

Otlantic

Dated 7-18-74 SP

The Make Carings

11

July 25, 1974

Atlantic Richfield Company P. O. Box 2180 Dallas, Texas 75221

ATTENTION: J. B. Jenkinson

RE: State Lease M-48344
A. T. Randolph State Lease
Sabre-Delaware Field
Reeves County, Texas

Gentlemen:

Thank you for your reply of July 18, 1974 to our previous correspondence concerning differences between your Oil or Gas Distillate Reports (Form MA-1) and Chevron Oil Company's oil royalty payments on the subject lease.

Our records Andicate there is also a discrepancy between the Form MA-1 and Chevron purchase statement for November, 1972.

	Gross Value	Gross Value	Royalty Due	Royalty Paid	
Barrels sold	Per MA-1	Per Chevron	Per MA-1	Per Chevron	Difference
1912.55	14117.35	6578.83	882.33	411.18	471.15

Please review your records and explain this discrepancy and file corrected supporting documents if necessary. If your Form NA-1 Report is correct, please forward your check for \$513.55 to pay the additional royalty due of \$471.15 plus \$42.40 legal interest. The interest was computed at 6% per annum from January 1, 1973 through June 30, 1974.

Sincerely yours,

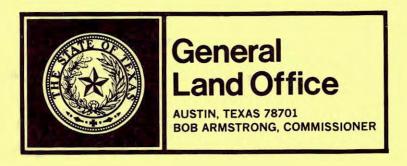
Billy R. Lancaster, Supervisor Resource Accounting Telephone No. 512-475-4524

VB/sjp

CORRESPONDENCE FILE

To

Atlantic
From Richfield
Dated 7-26-74 Sp



d-18 14 36

SECOND REQUEST

September 18, 1974

Atlantic Richfield Company P.O. Box 2180 Dallas, Texas 75221

ATTENTION: 4. B. Jenkinson

RE: State Lease M-48344
A. T. Randolph State Lease
Sabre-Belaware Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated July 26, 1974 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,

Resource Accounting
Telephone No. 512-475-4524
Enclosure

VB/sjp

CORRESPONDENCE FILE

To

Atlantic
From
Dated 9-18-740P

M-48344 A. T. Randolph State Lease Sabre-Delaware Field Reeves County, Texas

OPERATOR- Atlantic Richfield Company P. O. Box 2180 Dallas, Texas 75221

T0: Resource Accounting Legal Department

FROM: Vern Bracken Resource Accounting

SUBJECT: Non compliance with request for explanation between royalty due from MA-1 and paid on Remittance advice.

- GLO letter dated July 26, 1974 requesting explanation for discrepancy of \$471.15 between that as reported on MA-1 and that paid on remittance advice for November, 1972.
- 2. GLO second request letter sent September 18, 1974 for same.
- As of this date a reply to this request has not been received in this office.

1-10-75 I called Mr. Jenkinson. He checked and said an incorrect MA-1 Rah heen filed. He premised to complete a corrected one and send it

in to my attn as soon as

vlb

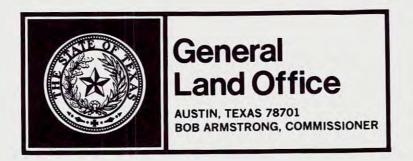
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recd 1-23-75

M. F. 48344

CORRESPONDENCE FILE

1 memo to



September 18, 1974

Atlantic Richfield Company P.O. Box 2180 Dallas, Texas 75221

ATTENTION: 4. B. Jenkinson

RE: State Lease M-48344
A. T. Randolph State Lease
Sabre-Belaware Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated July 26, 1974 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 R. Lancaster Supervisor Resource Accounting Telephone No. 512-475-4524 Enclosure

VB/sjp

SECOND REQUEST

AtlanticRichfieldCompany

North American Producing Division Administration and Control Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151

Omer Adams Manager, Revenue Accounting

July 15, 1974

General Land Office Austin, Texas 78701

Attention: Mr. Charles F. Whitsel

Re: State Lease M-48344

A. T. Randolph State Lease Sabre - Delaware Field Reeves County, Texas (13)

Gentlemen:

Reference is made to your letters of June 11, 1974 and July 12, 1974. We are reviewing the information received from Chevron Oil Company concerning the royalties paid on the A. T. Randolph State Lease. As soon as our investigation is completed, we will reply to your June 11th letter.

Yours very truly,

g.B. genkinson, Supervisor

Oil Payables Unit

DP/dv

RECEIVED
JUL 1 7 1974

-BFile

(65)

M. F. 48344

CORRESPONDENCE FILE

To

ATLANTIC

From

Dated 7-15-74

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		PER MA-1	VALUE	6.25%		DUE		6%/ANNUM
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2	JAN 1974		1444809	90301	46938	43363	53371	267 2
3	FEB V		1440109	90007	90003	04	53381	2673
4	MAR		1837492	114843	89629	25214	78595	393 4
5	APR V		955673	59730	59730	. 0	78595	393 5
6	MAY		1424256	89016	89012	04	78599	393 6
7	JUN V		948241	59265	Cr 142796	0	78599	393 7
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September 24, 1975

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

ATTENTION: Joe Linde

RE: State Lease M-48344

A. T. Randolph State Lease

Sabre Delaware Field Reeves County, Texas

Gentlemen:

Examination of your Oil or Gas Distillate Reports (Form MA-1) and royalty payments received for the subject lease indicates for the period December, 1973 through July, 1974, oil royalty has been underpaid \$786.03. (See 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 forward your check for \$854.75 to pay the \$786.03 royalty and legal interest of \$68.72, computed at a rate of 6% per annum. The legal interest is computed for the period beginning February 1, 1973 through August 31, 1975.

Sincerely yours,

Billy R. Lancaster, Supervisor Resource Accounting Telephone No. 512-475-4524

VB/z1 Enclosure

Ottom Orbert Certifield

Dated 9-24-75:



General Land Office

AUSTIN, TEXAS 78701 BOB ARMSTRONG, COMMISSIONER

September 25, 1975

Atlantic Richfield Company P. O. Box 2819 Dallas Texas 75221

ATTENTION: MR. H. A. CHRISTIAN

RE: State Lease M-48344 A. T. Randolph State Lease Sahre (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 Reports (Form MA-2) for January, February and April, 1975. Gas Purchase Statement for January, February and April, 1975.

Please file these records at the earliest possible time.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Sincerely yours

Charles F. Whitsel Resource Accounting

Telephone No. 512-475-2858

RWB/glc

MARGINAL NOTATION MADE TO EXPEDITE REPLY. IF ADDITIONAL INFORMATION NEEDED, PLEASE RETURN THIS LETTER. ATLANTIC RICHFIELD COMPANY, GAS REVENUE UNIT, P. O. BOX 2819, DALLAS, TEXAS 75221

attached are MA-Z and Bas Purchase statements per your reguest. Our records indicate this leave to be in the Sabre field instead of the Sahre.

RECEIVED OCT 3 1975

General Land Office

9-25-75 pm 48344



July 12, 1974

SECOND REQUEST

Ataantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

ATTENTION: MR. JOE LINDE

RE: State Lease M-48344
A. T. Randolph State Lease
Sabre-Delaware Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated June 11, 1974 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 Finance, Audit and Investment Telephone No. 512-475-2858

BT/glc





CORRESPONDENCE FILE

Arco
Prom
Dated 7-12-249

AtlanticRichfieldCompany

North American Producing Division Accounting and Information Services Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151

Omer Adams Manager, Revenue Accounting

November 18, 1975

General Land Office Austin, Texas 78701

Attention: M. Billy R. Lancaster

Re: State Lease M-48344

A. F. Randolph State Lease

Sabre Delaware Field

Reeves County

Dear Sir:

Please refer to your letter of 9/24/75 and our reply of 11/13/75, above reference.

Further investigation shows that your claim for additional \$252.14 royalty for March '74 is in error. The \$252.14 is the amount we paid for a November, 1973 correction with March '74 payments.

Attached is a copy of our MA-1 for March '74 setting out the two amounts (3/74 - \$896.30 and 11/73 - \$252.13).

We trust this will clear the confusion on this item.

Yours very truly,

J.H. Linde, Supervisor Reports and Analysis Unit

DD/gb

Attachment

H8344 DIBFILE

KECEIVED

NOV 21 1975

Mr. II. Jan

M. F. 48344

CORRESPONDENCE FILE
To

Allantic Richfield

Prom

Dated 11-18-75

IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

June 19, 1979

Atlantic Richfield Company P. O. Box 2819 Dallas, Texas 75221

ATTENTION: SUSAN MURRAY

RE: State Lease M-48344 Randolph State Lease Sabra (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 Reports (Form MA-2) and Continental Oil Company Gas Purchase Statements for September and October, 1977. Meter No. 5022.

Please file these records at the earliest possible time.

Sincerely yours,

George A. Clark , Supervisor Resource Accounting Telephone No. 512-475-2858

RWB/glc

CORRESPONDENCE FILM

To ARCO
From
Dated 6-19-19@



IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

September 25, 1980

Arco Oil and Gas Company P. O. Box 2819 Dallas, Texas 75221

ATTENTION: MS. SUSAN MURRAY

RE: State Lease M-48344 Randolph, A.T. State Lease Sabre Field Reeves County, Texas

Gentlemen:

Examination of your September, 1979 Gas Report (Form MA-2) for the subject lease indicates a credit correction for previously reported Gross Value (See attached copy of report). In order that we may allow the credits reported, we must have substantiating statements showing these adjustments. Please provide these documents so that we may conclude our audit of this lease.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor Resource Accounting Telephone No. 512-475-2858 PS/glc Enclosure

CORRESPONDENCE FILE

From 9-25-809

ARCO Oil and Gas Company

Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151



October 31, 1980

General Land Office Austin, Texas 78701

Attn: Ernest H. Hielscher, Unit Supervisor

Resource Accounting

RE:

State Lease M-48344 Randolph, A. T. State Lease

Sabre Field

Reeves County, Texas

Gentlemen:

In response to your September 25, 1980 letter, attached is a copy of Conoco's Gas Purchase Statement for March, 1979. ARCo Oil and Gas Company inadvertently booked the Agnes Beckham value of \$478.10 for the Randolph State lease on our March, 1979 report; this error was corrected in September, 1979. Correct value should have been \$121.15; so, a credit adjustment is due for \$356.95.

If you have any further questions, please contact Bette Smart, A/C 214 651-5638.

Very truly yours,

Susan H. Murray, Supervisor Gas Royalty & Tax Reporting

AP/dg

Attachment

xc: Annette Petty Bette Smart



General Land Office

AUSTIN, TEXAS 78701 BOB ARMSTRONG, COMMISSIONER IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

September 25, 1980

Arco Oil and Gas Company P. O. Box 2819 Dallas, Texas 75221

ATTENTION: MS. SUSAN MURRAY

RE: State Lease M-48344 Randolph, A.T. State Lease Sabre Field Reeves County, Texas

Gentlemen:

Examination of your September, 1979 Gas Report (Form MA-2) for the subject lease indicates a credit correction for previously reported Gross Value (See attached copy of report). In order that we may allow the credits reported, we must have substantiating statements showing these adjustments. Please provide these documents so that we may conclude our audit of this lease.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor Resource Accounting Telephone No. 512-475-2858 PS/glc Enclosure

48344 Arco 10-31-808

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

February 19, 1981

Arco Oil and Gas P.O.Box 2819 Dallas, Texas 75221

ATTENTION: David Cyr

RE: State Lease M-48344
A.T. Randolph State 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 011 Purchase Statements for January, March and May, 1980, statement number 07981.

Please file these records at the earliest possible time.

Sincerely yours,

Ms. Del West , Supervisor Resource Accounting Telephone No. 512-475-4524

AG/pdg

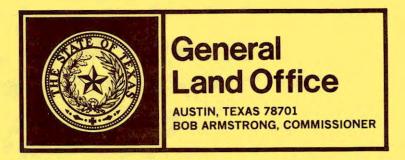
M. F. 48344

CORRESPONDENCE FILE

TO

acco Oil & yas

PROM DATED 2-19-81



April 6, 1981

Arco 011 and Gas P.O.Box 2819 Dallas, Texas 75221

SECOND REQUEST

ATTENTION: David Cyr

RE:

State Lease M-48344

A.T. Randolph State Lease

Sabre Delaware Field Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated February 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,

Ms. Del West, Unit Supervisor Resource Accounting Telephone No. 512-475-4524 Enclosure

AG/pdg

M. F. 48344

CONNESPONDENCE FILE

arco 0 ± y

RROM

DATED 4/6/8/



General Land Office

AUSTIN, TEXAS 78701 BOB ARMSTRONG, COMMISSIONER IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

December 9, 1981

Arco Oil and Gas Company P.O.Box 2819 Dallas, Texas 75221

ATTENTION: Ms. Susan Murray

RE: State Lease M-48344

Randolph A.T. State Lease

(6257755-CAK) Sabre Field

Reeves County, Texas

Dear Ms. Murray:

An audit of your October, 1980 Gas Report (Form MA-2) for the subject lease shows a residue MCF Price of \$.548680. We have been unable to verify this price with our NGPA Price schedule and/or gas Purchase Contract. Please provide a breakout and/or the method used in determining this price.

If the above price includes a BTU adjustment, please submit BTU statements for October, 1980 to date and monthly thereafter.

Sincerely yours,

Ernest Hielscher, Unit Supervisor Resource Accounting Telephone No. 512-475-2858

PS/pdg

M. F. 48344 CORRESPONDENCE FILE

TO

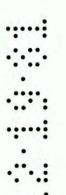
arco Oil+Gag

DATED___/2-9-8/

ARCO Oil and Gas Company

Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151





December 16, 1981

General Land Office 1700 North Congress Austin, Texas 78701

Attn: Ernest Hielscher

Re: State Lease M-48344

Raldolph A.T. State Lease

(62-57755 CAK) Sabre Field

Nueces County, Texas

Gentlemen:

We are in receipt of your December 9, 1981 letter concerning the subject lease. As soon as our investigation has been completed, we will notify you of our findings.

Yours truly,

Shawn Trains for Ed Gonzales, Supervisor Revenue Royalty Reporting

BBS:dg

xc: Ruth Ann Meek (#367)

25

Dated 12-16-8/ge

ARCO Oil and Gas Company Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151



January 6, 1982

Conoco, Inc. Gas Revenue Box 1267 Ponca City, Oklahoma 74603

Attn: Ron Harris

m-48344 -B

Subject: Ramsey Gas Plant

Randolph State Lease Meter No. 016-05-022

Gentlemen:

Our office has received an audit letter from the State of Texas General Land Office (see p. 1). They are requesting an explanation of the method used in calculating the gas settlement value for the subject lease (see p. 2). Bette Smart talked with Dorothy Gill, January 5, 1982, about calculations for the Randolph State lease. Bette was unable to tie back to your statement using this calculation. Could you please provide us with the NGPA price, section and any other elements used to calculate the gas settlement value of \$187.10 for 10/80 production?

If you have any questions, please contact Ruth Ann Meek, (214)-655-6467.

Yours truly,

Ed Gonzales, Supervisor

Revenue Royalty Reporting Unit

Kuth ann Mell you

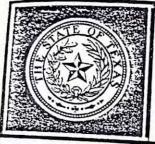
BBS/clw Attachments

xc: Ruth Ann Meek (#367)

General Land Office 1700 North Congress Austin, Texas 78781

Attn: Ernest H. Hielscher

#367



General Land Office

AUSTIN, TEXAS 78701 BOB ARMSTRONG, COMMISSIONER IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED

DOCUMENTS.

December 9, 1981

Arco Oil and Gas Company P.O.Box 2819 Dallas, Texas 75221

RECEIVED

DEC 1 / lee!

ATTENTION: Ms. Susan Murray

Revenue Royalty Reporting

State Lease M-48344

Randolph A.T. State Lease (6257755-CAK)

Sabre Field

Reeves County, Texas

Dear Ms. Murray:

An audit of your October, 1980 Gas Report (Form MA-2) for the subject lease shows a residue MCF Price of \$.548680. We have been unable to verify this price with our NGPA Price schedule and/or gas Purchase Contract. Please provide a breakout and/or the method used in determining this price mining this price.

If the above price includes a BTU adjustment, please submit BTU statements for October, 1980 to date and monthly thereafter.

Sincerely yours,

Exmist of thehelin Ernest Hielscher, Unit Supervisor Resource Accounting

Telephone No. 512-475-2858

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CORRESPONDENCE FILM

From Dated 1-6-82 gr

ARCO Oil and Gas Company

Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151





January 19, 1982

General Land Office 1700 N. Congress Austin, Texas 78701

Attn: Ernest H. Hielscher

RE: State Lease M-48344
Randolph A. T. State Lease

Sabre Field

Reeves County, Texas



Please refer to your December 9, 1981 letter concerning the subject lease. After contacting Conoco, we received the following formula for calculating the price per MCF on the 10/80 report:

		14.73
	.695	per MCF (NGPA 104 @ 14.65)
X	.9945689	Pressure Base Adjusted (14.65/14.73)
	.691225	
X	1.075	Tax Reimbursement
	.74307	
X	1.116	BTU (not on statement, have to call Conoco)
	.829263	
+	.0149	Gathering Charge
	.844163	
X	.65	% of Proceeds ARD
	.548706	
X	341	MCF on 10/80 Conoco statement
	187.10	Line 12L on MA-2



General Land Office Pg. 2

Conoco informed us they are currently using NGPA section 106 @ 14.65 for their base price. The monthly BTU can be obtained by calling Dorothy Gill at Conoco on (405)-767-4879.

If you have any further questions, please call Bette Smart on (214)-651-5638.

Yours truly,

Ed Gonzales, Supervisor

Revenue Royalty Reporting Unit

BBS/clw

Attachments

xc: Ruth Ann Meek, (#367)

#367



General Land Office

AUSTIN, TEXAS 78701 BOB ARMSTRONG, COMMISSIONER IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED

DOCUMENTS.

December 9, 1981

Arco Oil and Gas Company P.O.Box 2819 Dallas, Texas 75221

RECEIVED

DEC 1 / keet

ATTENTION: Ms. Susan Murray

Revenue Royalty Reporting

RE: State Lease

State Lease M-48344

Randolph A.T. State Lease

(6257755-CAK) Sabre Field

Reeves County, Texas

Dear Ms. Murray:

An audit of your October, 1980 Gas Report (Form MA-2) for the subject lease shows a residue MCF Price of \$.548680. We have been unable to verify this price with our NGPA Price schedule and/or gas Purchase Contract. Please provide a breakout and/or the method used in determining this price.

If the above price includes a BTU adjustment, please submit BTU statements for October, 1980 to date and monthly thereafter.

Sincerely yours,

Ernest Hielscher, Unit Supervisor

Resource Accounting

Telephone No. 512-475-2858

PS/pdg

(1) PART OR ARLA SECT/TRACT BLUCK OF DELAWARE 34 57T2	RANTEE * 3	ACRES 320.00 R	COUNTY EEVES
(2) NAME OF GPERATOR ARCO OIL AND GAS CO	JM		
(5) ADDRESS *			
(4) PURCHASER(S) CONDCU INC (5) ROYALTY PAID BY ****			
(6) NAME OF FIELD SABRE (7) LEASE OR UNIT NAME RANDULPH, A.T. STAT	TE 4000766_CAU		
(6) R R C LEASE I D # S 0812714	1E 6231133-CAN	•	
(9) NUMBER OF WELLS PRODUCING GAS: 006	DWG		
(10) INTERSTATE OR INTRASTATE INTERSTATE	CNO		4
			=======
(11) NON-PROCESSED GAS DWG			
A GROSS PRICE \$ *PER MCF			
DISPOSITION OF NON-PROCESSED GAS	MCF	GROSS	VALUE
B. GAS LIFT AND INJECTION ON LEASE ••C OTHER USE ON LEASE (FUEL, ETC)		\$	-00
*.D USED OFF LEASE	-	888	.0
* E TOTAL SALES (ATTACH STATEMENT)			-0
F VENTED OR FLARED			•0
G TOTAL MCF AND VALUE		388	.0
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B DOVALTY ON MON-DEDUCECCO CAS	•06250000		•0
H ROYALTY ON NON-PROCESSED GAS	DECIMAL	•	•0
<u>:</u>	DECIMAL		
(12) PROCESSED GAS DWG			
A LIQUIDS GPM B METER NO.CNT	105022		
C PLANT NAME AND OPERATOR RAMSEY			
D TOTAL LEASE MCF TO PROCESSING PLANT	534		
E RESIDUE GAS PRICE: \$.548PER MCF -			
	MCF	GROSS	VALUE
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G OTHER LIQUIDS VALUE		\$	107.0
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T CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF PRODUCTION
AND DISPOSITION THEREUF 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

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M. F. 48344

CORRESPONDENCE FILE

Opted 1-19-829

ARCO Oil and Gas Company

Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151





January 28, 1982

General Land Office 1700 N. Congress Austin, Texas 78701

Attn: Ernest H. Hielscher

RE: State Lease M-48344

Randolph A. T. State Lease

Sabre Field

Reeves County, Texas

Gentlemen,

Please refer to our January 19, 1982 letter concerning the subject lease (pgs. 1 and 2). The NGPA 104 price of .695 should be at a pressure base of 14.73, not 14.65.

We hope this has not caused any confusion. If you have any further questions, please call Bette Smart on (214) 651-5638.

Yours truly,

Gilbert Segovia, Jr., Supervisor

Revenue Royalty Reporting Unit

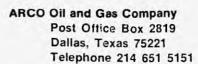
Dilbert Segovie)

BBS/clw

Attachments

xc: Ruth Ann Meek (#367)

25





January 19, 1982

General Land Office 1700 N. Congress Austin, Texas 78701

Attn: Ernest H. Hielscher

RE: State Lease M-48344

Randolph A. T. State Lease

Sabre Field

Reeves County, Texas

Gentlemen:

Please refer to your December 9, 1981 letter concerning the subject lease. After contacting Conoco, we received the following formula for calculating the price per MCF on the 10/80 report:

		per MCF (NGPA 104 @ 14.73) Procesure Page Adjusted (14.65/14.73)
	.695	per MCF (NGPA 104 @ 14465)
X	.9945689	Pressure Base Adjusted (14.65/14.73)
	.691225	
X	1.075	Tax Reimbursement
	.74307	
X	1.116	BTU (not on statement, have to call Conoco)
	.829263	
+	.0149	Gathering Charge
	.844163	
X	.65	% of Proceeds
	.548706	
X	341	MCF on 10/80 Conoco statement
	187.10	Line 12L on MA-2

General Land Office Pg. 2

Conoco informed us they are currently using NGPA section 106 0 14.65 for their base price. The monthly BTU can be obtained by calling Dorothy Gill at Conoco on (405)-767-4879.

If you have any further questions, please call Bette Smart on (214)-651-5638.

Yours truly,

Ed Gonzales, Supervisor

Revenue Royalty Reporting Unit

BBS/clw

Attachments

xc: Ruth Ann Meek, (#367)

CORRESPONDENCE FILE

40

From

Prom (1-28-82ge

OPERATOR ARCO Dil+Gas

A.T. Randolph State Lease

		1	2	3	4	5	6	
	МЕМО	MONTH	BARRELS MCF	GROSS VALUE	ROYALTY DUE 6.25 %	ROYALTY PAID	ROYALTY SHORTAGE (OVERAGE)	
1		1-79	48805	\$ 761762	\$ 47981	\$ 44931	\$ 3050	1
2		380	1442 19	56,79477	354967	B 341438	13529	2
3						0 109752	(109752)	3
4		480	142867	56,26103	351403	365152	(13549)	4
5						0 106668		5
6	41	580	141857	55,86329	349145	349145	0	6
7						0 105914	(105916)	7
8		4-80	143448	5648983	353062	353062		8
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10	TOTAL						4426396	
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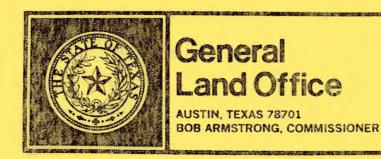
EXHIBIT B Oil Royalty Summary

July 1980

MA-1 Reports Filed by Chevron Oil Company - Western Division as Purchaser or Non-Operator (MA-1 Reports filed by Producer)

AYOR ASE CODE DO MO/YR	GENERAL LAND OFFICE LEASE NO	GLO USE ONLY	ROYALTY PAID	LEASE NAME
)321-1	M-33898		1,171.26	Roy F. Pearce-J.C. Camp Tunst
)323-1	M-31453	-	388.31	Roy F. Pearce-John C. Tunstill Tunstill
)327-1	M-32754		4/25.71	Anadarko Prod. CoE.O. Schawe Tunstill
336-1	M-32332		1,507.47	Hill and Hill Tunstill Tunstill
725-1	M-44494		77.CT	C. Hamill - Lois Sears Sentill - N. Snyder Strawn B
798-1	M-48344 *	97.50	3,476.57 \$0 1,071.10 5/80 1,059.16	Argo Oil Corp A.T. Randolph State Sabre/Dela
860:1.	M-33375		٥	Lanac Oil Co H. L. Hawkins Sullivan/Delaware
864-1	M-35761		· -	Lanac Oil Co Valena P. Olso Sullivan/Delaware
168-1	M-49811	1/4 ,58	44.55	Tr. 2/Goodstein-Manning State of Texas
186-1 .	M-48449			Tr. 20/Goodstein-Manning University 7
187-1	M-39876			Tr. 21/Mobil-University 16
188-1	M-39876		÷.	Tr. 22/Mobil-University 16
189-1	M-39871		+:	Tr. 23/Mobil-University N
190-1	M-39871		·	Tr. 24/Mobil-University 7
264-1	M-40154			Fox and Randell-A.T. Randolph Sabre/Dela
281-1	M-49059 * 1-1	15.80 PA 15.80	755.Cb	Jack S. Reaves-K.M. Regen A Screwbean/Dela
?8 5 -1	M-38604		463.99	Jack S. Reaves-Alexander Screwbean/Bela
316-1	M-48820			R.C. Slack & Associates - track Geraldine Ford
727-1	M-65125		600.37	Ford Chapman-Wynne B. Chapman
3126-0	M-49059		4 88186 +	K.M REGAU A
3090-W	M-49059		* 1,902H8	KM REZALL
TOTAL	1	41	12 MI48	

A all for period March 1980



October 18, 1982

Chevron U.S.A., Inc. P.O. Box J Concord, California 94524

ATTENTION: M.R. Klitten

Production Accounting # 723

RE: State Lease M-48344

A.T. Randolph Lease Sabre Delaware Field Reeves County, Texas

Gentlemen:

Examination of Arco's Oil and Condensate Reports (Form MA-1), your oil purchase statements and royalty payments received for the subject lease indicates for the period January, 1979 through June, 1980, oil royalty has been overpaid \$4263.96. (See attached schedule.)

Enclosed is a copy of your oil royalty summary for July, 1980 which includes prior month adjustments for the subject lease. We are unable to determine the reason behind these payments, so please review your records.

If you agree with our findings, please take a credit of \$4263.96 on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

Ms. Del West, Unit Supervisor Resource Accounting Telephone No. 512-475-4524

AG/pdg Encl.

M.F. 48344

CORRESPONDENCE FILE

Garry Mauro Commissioner General Land Office



April 12, 1983

Arco Oil and Gas P.O. Box 2819 Dallas, Texas 75221

ATTENTION:

Jim Bower

RE: State Lease M-48344
A.T. Randolph State 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.

IMPORTANT:

RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.

The files of this office do not show the following records to have been received:

Chevron's oil purchase statement for June, 1982.

Please file these records at the earliest possible time.

Sincerely yours,

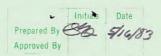
Ms. Del West, Unit Supervisor Resource Accounting Telephone No. 512-475-4524

AG/pdg

M.F. 48344

CORRESPONDENCE FILE

Arco Ot 4 FROM DATED 4-12-83



PAYOR: APRO DILEGAS (CODE 625 7755-CAK)

STATE LEASE M-40133/M-48344 OPERATOR RANDOLPH, A.T. STATE LEASE GULF DIE CORP SABPE FIELD

			1	2	3	4	5	6
WRITE®	MONTH	MCE VOL	GROSS VALUE	ROYALTY DUE %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH
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6 7 8 9	JAN 81 FEB ~ MAR ~ APR ~	389 35) 388 375 388	21719 20149 22153 21263 23697	1357 1259 1385 1329 1481	-0- -0- -0-	1357 1259 1385 1329 1481	7950 9209 - 10599	80 6 92 7 106 8 119 9
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49 50								48 49 50
0	WILSON JONES COMPANY U.S.A "COL	LUMN WRITE" G7605	PADDED / WG7606 WYRING BOUR	4D -				

Garry Mauro Commissioner General Land Office



IMPORTANT: RETAIN WHITE COPY AND

RETURN BLUE COPY WITH SEPARATE CHECK FOR THE

TOTAL DUE.

May 20, 1983

Arco Oil and Gas Company P.O. Box 2819 Dallas, Texas 75221

ATTENTION: MR. GILBERT SEGOVIA JR.

RE: State Lease M-48344
Randolph A.T. State Lease
Sabre Field
Reeves County, Texas

Gentlemen:

This refers to your May 13, 1983 letter concerning correction of 815 MCF error. Please be advised that we have reviewed our records and confirmed with Mr. Robert Noah of Gulf's Midland Office, their adjustment reversing the 815 MCF error. Hence, we have adjusted our records accordingly and have prepared an amended schedule (attached) showing revised penalty due.

We note that payment for additional royalty due has been received as shown on the attached schedule, however, penalty due has not been received. Please pay \$33.34 delinquency penalty as provided by Section 52.131, Texas Natural Resources Code.

Sincerely yours,

Ernest H. Hielscher, Unit Supervisor Resource Accounting Telephone No. 512-475-2858 Enclosure PS/ml

48344

CORRESPONDENCE FILM

To aco 0+ &
From
Dated 5-20-83

Approved By

STATE LEASE M-48344 A.T. Randolph OPERATOR ARCO

-11	GROSS ROYALTY ROYALTY						ROYALTY
WRITE	MEMO	MONTH	BARRELS	VALUE	DUE	PAID	SHORTAGE (OVERAGE)
1		3-82	143550	446,26612	\$ 289163 286981	\$ 578287 283679	\$<289124) 3302
4		5-82	189713	45,58169	381680 284886	377509	4171 3114
6	75-41	7-82	188288	60,66421	379151	375004	4/ 47
7	TOTAL						2112109
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	C WISON AND COMPANY IIS A - "COLUMN WRITE" GIO	06 PADDED / WG7606 WYRING BO	runo -				

Garry Mauro Commissioner General Land Office



August 3, 1983

Chevron USA, Inc. P. O. Box J Concord, CA 94524

ATTN: Earl Stubbs

Production Accounting #723

RE: State Lease M-48344

A. T. Randolph State Lease Sabre (Delaware) Field Reeves County, Texas

Gentlemen:

Examination of Atlantic Richfield's Oil and Condensate Reports (Form MA-1), your oil purchase statements, and your royalty payments received for the subject lease indicates for the period March, 1982 through July, 1982, oil royalty has been overpaid \$2,743.90. (See attached schedule.)

If you agree with our findings, please take a credit of \$2,743.90 on your next regular royalty remittance and attach a copy of this letter with your remittance for proper identification.

Sincerely yours,

Jeff Dusenbury, Unit (Supervisor

Resource Accounting

Telephone No. 512/475-4524

AG/rw

Enclosure



M. F. 48344

CORRESPONDENCE FILE
TO

Cheuron USA, Jac.

DATED 8-3-83

ARCO Oil and Gas Company

Post Office Box 2819 Dallas, Texas 75221 Telephone 214 651 5151



May 26, 1983

m48349



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 the attached copy of your letter dated May 20, 1983. We have found this item to be correct and have enclosed a check for \$33.34 paying penalties owed on State lease #M-48344.

If you have any questions, please call Wanda Fisher at (214) 651-5638.

Very truly yours,

126835

Gilbert Segovia, Jr., Supervisor Revenue Royalty Reporting Unit

that Degovier

WF/clw

Attachment

xc: Bette B. Smart (#131)

0

M. F. 48344 Dated 5-26-83

GARRY MAURO COMMISSIONER

MEMORANDUM

DATE: October 31, 1988

TO:

Susan Conklin Royalty Audit

FROM:

Drew Reid/Lease Compliance

SUBJECT:

Field Audit for MF-48344

I have reviewed this file and found no violations. Surface owners Int. is right and all the assignments and Division Orders are in the file. There were no assignments of Int. back to the surface owners.

DR/krl

cc: Carey Tynan

Della Pearson Walt Rosenbusch

MF	48344	the special section of the little delication and the section of th
ITEM _	memo	
TO	Jusan C	aplu
FROM	Drew Re	2
	10/31/88	KRL
DATE .		

GARRY MAURO COMMISSIONER

MEMORANDUM

DATE: October 31, 1988

TO:

Susan S. Dorsey/Archives & Records

FROM:

Drew Reid/Lease Compliance

SUBJECT:

RAL MF No. 48344 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 48344 ITEM memo PROM Drew Reid

DATE 10/31/88 KRL



Division Order Section

April 30, 1987

Commissioner General Land Office Attn: Carl Mullen Stephen F. Austin Bldg. 1700 N. Congress Ave. Austin, TX 78701

Dear Mr. Mullen:

In reference to your letters dated 3-12-87 we are unable to identify the attached Lease Numbers. Please furnish us with additional information on these leases.

Thank you for your assistance.

Very truly yours,

Dellie Trickel

Debbie Trichel Land Assistant (713) 754-2419

DT:cd3813

Attachment

Contacted by Phone - Provided requested into.
Material to be sent to 660. CM 5/1/57

Le	ease No.	Company Lease Name
1.	MF074860	630740
	MF086079 T	03255900
3.	MF088273	03205-0
	MF012171U	01134-05
5.	MF014715 W	9500-0967
6.	MF017457 ₹	9500-0112
7.	MF017792 T	006974-06
8.	MF0346167	9500-0270
9.	MF03583014	607950-05
10.	MF0121714	00134-05
11.	MF024513 T	002530-05
12.	MF031453 🖓	00323-1
13.	MF032063	MeekerCam
14.	MF032332	00336-1
15.	MF032754	003271
16.	MF033898	00321-1
17.	MF036456	007140-05
18.	MF038604-	9051-03372
19.	MF040154	01264-1
20.	MF048344	00798-1
21.	MF049059	03126-0
22.	MF057065	017410
23.	MF061708	017430
24.	MF068440	831701-20

MF# 48344 (115)

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•

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, Seanette a. Darie)

Jeanette A. Davis Accounts Examiner

Royalty and Revenue Processing

Energy Resources

M-48344 (1) LTD TO WISER OIL CO. OTD 4/24/96

9

	Mineral	File	48344	WELL	RECORD	
COUNTY: TRACT :	REEVES			7		

	PART : ACRES :	N/2 Sec. 34 Blk. 57 Tsp. 3	2
	LESSEE: DATE: TERM: BONUS: RENTAL:	Joseph B. Ruppe ARCO	
	RENTAL:		

WELL RECORD

RELINQUISHMENT ACT LEASE

File	483	344	
MIN		ES L LANI	
J	OSEPH B	RUPPE	
		320	Acres
N/2		Section	34
T & P R	y Co.	Block	57
		Tsp	2
File 93	089	Cert	
Lease d Name of Clair	ated 8-9	-57 5	Yrs

VOL.___P. FORM 2503B-549-1M

File 48344

CONTENTS

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PRODUCING

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WELL RECORD

RELINQUISHMENT ACT LEASE

MATI	REEVES				County
JOSI	EPH B.RUF	PE			
		320			Acres
N/2					
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VOL.____P.___

File 48344

19 Log Well # CONTENT	S 15-31-58 m
20 Potential Test Well # 3	NOV 20 1958 75
2/APPLICATION TO DEILL WELL	# 5 NOV 20 1958
22 Drillers Log	DEC 4 1958 "
23. Potential Test Well # 4	DEC 4 1958 "
24 WELL RECORD WELL #_4	DEC 4 1958 ^
25 Elec. Log Well #	., ., ., MYF
L'Apotential Test Well # 6	DEC 19 1958 45
27 Core Rocard 6	DEC /9 1958 *
28 WELL RECORD WELL # 6	DEC /9 1958
29 Elec. Log Well # 6	" TW
30 Elec. Log Well # 5	1-8-59 les
9/ WELL RECORD WELL # 5	JAN 6 1959 HS
32 Potential Test Well # 5	JAN 6 1959 "
33 Election to Drill WELL 33 Election Wolf # 5	# APR 30 1959 "
34 APPLICATION TO DRILL WELL	# 8 PR 30 1959 "
35 Penmit To Drillon Dee	
3 APPLICATION TO DRILL WELL	# 9 MAY 26 1959
37 VELL RECORD WILL # 7	MAY 29 1959"
38 prillers Log & PLAT	MAY 29 1959."
3 Rotential Test Well # 7	MAY 29 1959 "
40 WELL RECORD WHILE # 7	MAY 29 1959 "
41 Permit To Prill	MAY 28 1959 "
& LAST SUPPLEMENT NO.	2

#5 6 59

RODUCING LAST SUPPLEMENT NO. 2.

WELL RECORD &

RELINQUISHMENT ACT LEASE

File	48344		
MIN		LAN	
JOS	SEPH B. 1	RUPPE	
		320	Acres
N/2		Section	34
		Block_	57
T & P Ry.	Co.	Tsp	2
File 9308	39	Cert	
Name of Claim_	Lease o	dated 8-	9-57

File 48344

CONTENTS

42 gas. El Ratio Report 7	JUN 26 1959 N
43 Appl. To Plug Well #_ 1	JUN /7 1959 '
44 jugalua menu menu Lang	JUN /7 1959 9
45 Att. on Cementing 9	JUN 17 1959 "
46 Drillers Log # 9	JUN /7 1959
47 Core Record =9	JUN /7 1959 ·
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49 Potential Test Well # 2	AUG /4 1959 #
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51 Driller's Log = 9	001 271959 "
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55 Completion Coregraph	NOV 6 1959
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	CON	TENTS OF	FILE NO. 48344 WELL RECORD	
_1.	Elec. Log #1	7-23-58	34. Appl to Drill Well #8	4-30-59
2.	" #1	7-23-58	35. Permit to drill or deepen	5-5-59
3,	Plat Well #1	7-23-58	36. Appl to drill well #9	5-26-59
	Potential Test Well #1	7-23-58	37. Well Record Well #7	5-29-59
	Well Record Well #1	7-23-58	38. Drillers Log & Plat	5-29-59
6.	Appl to Drill Well #3	10-24-58	39. Potential Test Well #7	5-29-59
	Appl to Drill Well #4	10-24-58		5-29-59
8.	Elec. Log Well #2	10-31-58		5-28-59
9.	Driller's Log #2	10-31-58	42. Gas-Oil Ratio Report #7	6-26-59
_10.	Potential Test Well #2	10-31-58	43. Appl to Drill Well #1	6-17-59
11.	Well Record Well #2	10-31-58		6-17-59
12.	Permit To Drill #3	10-29-58	Aff on Cementing #9	6-17-59
13.	" " #4	10-29-58		6 -17-59
_14.	Appl to Drill Well #5	11-10-58	47. Core Record #9	6-17-59
15.	Appl to Drill Well #6	11-10-58	48. Elec. Log Well #7	8-18-59
16.	Permit to drill #5	11-14-58		8-18-59
17.		11-14-58	50. Well Record Well #7	8-18-59
18.	Well Record Well #3	11-20-58		10-27-59
19.	Laterolog #3	11-20-58	52. All on commenting my	10-27-59
19½. 20.	Elec. Log Well #3 Potential Test Well #3	10-31-58 11-20-58	8	10-27-59
21.	Appl to drill Well #5	11-20-58	54. Plugging Record Well #1	10-27-59
22.	Drillers Log	12-4-58	55. Completion Coregraph	11-6-59
23.	Potential Test Well #4	12-4-58	56. APPLICATION TO DRILL WELL 至 2	10-18-76 MHJ
24.	Well Record Well #4	12-4-58	57. Ja Alfonso lite # My 30	The same
25.	Elec. Log Well #4	12-4-58	57. Jee 35450 # 46 for unit aspec	R9 ement 12-16-86
26.	Potential Test Well #6	12-19-58	A A A COLOR	,
27.	Core Record #6	12-19-58	0 0 11.	4/10/19
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29.	Elec. Log Well #6	12-19-58	L Company	
30.	Elec. Log Well #5	1-8-59	63.	
31.	Well Record Well #5	1-6-59	64.	
32.	Potential Test Well #5	1-6-59	65.	
33.	Appl to Drill Well #7	4-30-59	66.	

m - 48344 e SABRE SINCLAIR GULF UNION GRISHAM-HUNTER @ I-A TXL'A' Caldwell TXL Cousbie 33 @1-A-35 Unit 1 - 20 Ac. CONTINENTAL ARGO OIL CORPORATION OPEN 320 ACRES TXL A.T. Randolph / State TXL OPEN GULF OPEN : REGEIVED JUL 23 1958 GENERAL LAND OFFICE TXL Randolph TXL 39 30 WORLD PUB. CO. I, C. D. Hales , 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 before me this 22nd day of July, 1958 Notary Public in and for Bexar County, Texas 1728 Mil m Bldg., San Antonio, Texas Notary Public in and for Commission expires June 1, 1959 Bexar County, Texas SCALE: /3 MSD ARGO OIL CORPORATION T.B.P.R.R. CO. BLOCK 57 T-2 Des.

Reeves County, Texas

No. 7-5308

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m-48344

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

Potential Test Form Date of Receipt in District Office

FURNISH ALL DATA IN FULL-DO NOT USE ESTIMATES (SEE INSTRUCTIONS ON REVERSE SIDE)

COUNTY IN WHICH WELL IS LOCATED direction from the season of the control of the c		NAME:				Delaw						
NAME OF OPERATOR: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS: AD		AD COMMISS				8	riero Di	ESIGNATED	UN CUR	RENT PRORA	TION SCHEDULE.)	
ADDRESS: SECTION SURVEY P. O. BOX NO. 1728 1117-111111111111111111111111111111111	NAME OF		Argo	041 C	orpora	ation		LE	ASE:	andolph	State WELL NO.	1
P. O. BOX NO. SURVEY IN BLEVATION 2907.4/29 COUNTY IN WHICH WELL IS LOCATED Reverse Unit Designation Ac. in thit 20 Miles Mi	ADDRESS	s:		ntonic	5, 3	exas						7, 1-2
Miles Miles direction from 19 Month Service Commenced 19 Miles direction from 19 Month Service Commenced 19 Mour 19 Mo	P. O. 1	BOX NO	1728	ALL A	Bakis	ing			SURVE	Y T&P B		9067 4/9070
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	NO.	H-500					23	1958				
CENERAL LAND OFFICE	NO.	H-500				70 1015	<u> 23</u>					

Gravity of oil produced during this test (Corrected to A.P.I. 60 degrees) _

31.4

DATA ON WELL COMPLETION

"Notice of Intention to Drill" this well was filed in the name ofArgo Oil Corporation
Date "Notice of Intention to Drill" was filed
Is Location "REGULAR," or was "SPECIAL PERMIT" required?
If special permit was secured what is permit number?
Total number of acres in this lease
Number of crude oil producing wells on this lease in this field, including the well on which this potential was taken
Location of well, relative to lease boundaries of lease on which this well is located: feet from
Size of surface casing Number feet of surface casing set 415.52
Size of oil stringNumber of feet of oil string run
line and feet from line of the lease Size of surface casing Number feet of surface casing set Size of oil string Number of feet of oil string run Type of tubing head Type of Bradenhead
Top of pay Ft. Total Depth Ft. Size tubing run
Perforated from 2945 to 2955 No. Shots 40 No. ft. tubing run 2927.20
Kind of fuel used to drill this well Amt of fuel used Contractor
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.
LB. Culwell
Representative of Company making test
Representative of Offset Operator for Continental Oil Company Offset Operator
Pipe Line Gauger for Cactus Fetroleum, Inc.
Representative of the Railroad Commission
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.
0.011 - 0 - 1.01
(litter & Hales for Argo Oil Corporation
Representative of Company making test Company making test
SWORN TO AND SUBSCRIBED before me this the Fuller Fuller
(Notary Seal) Notary Public in and for Bexar County, Texas 1728 Milam Bldg., San Antonio, Texas
Commission expires June 1, 1959 Notary Public in and for
Notary Public in and forCounty, Texas.
REMARKS: Well producing from the Delaware Sand through perforations 2945-2955' after
being treated with 500 gal. mud sold and fraced with 1500 gal. Control-Frac + 10
sand per gal.

	tial Tes				
Filed _		23 195		19 _	
		A .T	ATT TO SEE THE PERSON NAMED IN	-	
	BILL	A Alicha	6		

File No. T-5308

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Form 2 Well Record

Operator		Corporation		Add	17	728 Milam	Building o 5, Texas	
							• T-2 Sec. No. 34	
							2967.	.4/2978
Name of Field	in which well	l is located	Sabre	(Delaware	e Sand)		(Above	
							n	
s this a NEW WE	IL? Yes	<u> </u>	DEEF	'ENING?	No	or	a WORK-OVER?	REGEIVI
f this is a NEW	WELL, show wh	en drilling com	menced and wh	nen drilling was	completed.			JUL 23 19
							ca and when completed.	GENERAL LAND O
Correspondence	e regarding th	his well should	ld be sent to:		. W. Joh	inson	July 6 1728 Mila 1728 Mila San Antoni	
SIZE	PUT IN		PULLE			N WELL		
8 5/8	Ft. 415	In. 52 w/30	Ft.	In.	Ft. 415	In. 52	PACKERS AND SH	
5 1/2	3041	62 w/30	00 ax 50-	50 Pozmiz	3041	62	Larkin Float Shoe	
2 3/8 E	6% Gel, 50 UE 2927	20 sx 50-50) Pozmix	2% Gel 25	ex Later 2927	20	Brown Packer	
initial Producti Initial Producti Is this an OIL	ion of Oil: B ion of Distilla well? DESCRIPTIO	Barrels	489.67 No.	GAS well?	No	GENER	a Dry HOLE?	
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				P	erforati	ons 2945	-2955' after being	treated
				hat	ith 500	gal. mud	acid and fraced wi	1th 1500
'See /	Attached P	lat'		EAST	al. Cont	rol-Frac	+ 1# sand per gal.	•
		RE	GETVE					
		Ju	UL 1.	.3				
		6	أن للما علما	t.£				
	5	SOUTH				***************************************		

 ${\bf FORMATION~RECORD}\\ {\bf Show~All~Formations,~Especially~All~Sands~and~Character~and~Contents~Thereof}$

FORMATIONS	ТОР	воттом	REMARKS
		-	

			4.
	-		
			See attached Driller's Log, Core Record,
			etc.
	-	-	
	-		
	-		
		*	
Method of shutting off water Ceme	ent Producti	on String w	ater completely shut off?
Amount of water with oil	me		cent
T C. D. Haies			
being first duly sworn on oath state	that I have know	vledge of the fa	cts and matter herein set forth and that the same are true
and correct.			Cathaler
	220		Representative of Company.
Subscribed and sworn to before	me this 22nd	day of	July , 19 ⁵⁸
	JULIA FI	ULLER	
Note	ry Public in and for	Bexar County, Tex	Notary Public
	1728 Milam Bldg., S Commission expire	s June 1, 1959	County, Texas.

ARGO OIL CORPORATION

A. T. RANDOLPH/STATE WELL NO. 1

LOCATION: 330' from North and East Lines of the N/2 of Section 34 Block 57 T-2, T & P RR Co. Survey, Sabre (Delaware Sand) Field, Reeves

County, Texas.

DRILLING COMMENCED: June 28, 1958 DRILLING COMPLETED: July 6, 1958

ELEVATION: 2967.4/2978'

CONTRACTOR: Leatherwood Drilling Company, P. O. Box 925, Jacksboro, Texas

DRILLER'S LOG:

0 - 10.60 ground level to KDB 10.60 - 370 surface sand and clay

370 - 420 red beds

Ran 8-5/8" od casing at 415.52', cemented with 300 sacks regular neat.

420 - 452 red beds and anhydrite

452 - 655 anhydrite

655 - 915 sand

915 - 1361 anhydrite and sand

1361 - 2549 anhydrite

2549 - 2727 salt

2727 - 2853 anhydrite

2853 - 2925 lime

REGEOVED

JUL 23 1958

2925 - 3041 SEE CORE RECORD

GENERAL LAND OFFICE

3041 - Total Depth

Ran Schlumberger ES log to Total Depth.

Reamed 6-3/4" core hole to 7-7/8". Ran and cemented 5-1/2" casing at 3041.62' with 300 sacks 50-50 Pozmix 6% Gel plus 50 sacks 50-50 Pozmix 2% Gel plus 25 sacks Latex cement.

Ran Temperature Survey, approximate top of cement 2525'. Top of plug 3040'.

Tested casing and BOP with 800# for 30 min. Tested O.K.

Ran Western Gamma Ray and Collar log detail 3039-1/2-2700'. Log is 4' deep to D.M.

Perforated 2945-2955' (DM) or 2949-2959' (DM) with 4 jets per foot.

Ran and landed 2-3/8" EUE tubing at 2927.20' with top of packer set at 2917.90'.

GENERAL LAND OFFICE

Page 2 - A. T. Randolph/State Well No. 1

DRILLER'S LOG: (Continued)

Treated perforations with 500 gallons mud acid. Swabbed well dry. Fraced perforations with 1500 gallons Control-Frac plus 1# sand/gallon.

Well kicked off and flowed.

CORE RECORD:

2925 - 2982'	Recovered 57'
2925 -2927 2927 -2930	shale, black and hard sand, gray, fine-grained, hard, calcareous containing numerous
2930 -2931.5	shale laminae.
2931.5-2945	shale, black and hard
2731.3-2743	sand, gray, fine-grained, hard, containing numerous shale laminae (very shaly 2931.5-2938'), with slight oil shows, 2943-2945' (laminated fluorescence - probably non-commercial).
2945 -2963.5	2945-2946.5', 2947-2957', 2957.5-2961' & 2962-2963.5', cal-
2963.5-2973	careous and hard 2946.5-2947', 2957-2957.5' & 2961-2962' sand, gray, fine-grained, hard, containing numerous shale
270343-2713	laminae (very shaly 2969-2973') with slight oil shows 2963.5-2966'
2973 -2974	shale, black and hard
2974 -2977	sand, gray, fine-grained hard, very shaly
2977 -2978.5	shale, black and hard, (sandy 2977-2978')
2978.5-2979.5	sand, gray, fine-grained, hard, calcareous, with slight oil shows 2979.5-2980.5'
2982 - 3041	Recovered 59'
2982 -2985.5	sand, gray, fine-grained, frm to hard, with slight to fair oil shows
2985.5-2986	sand, gray, fine-grained, hard, containing numerous shale laminae
2986 -2986.5	shale, black and hard
2986.5-2989.5	sand, gray, fine-grained, firm to friable, containing slight to fair oil shows
2989.5-2994	sand, gray, fine-grained, hard, containing numerous cross bedded shale laminae with slight oil shows 2992-2994
2994 -2997	sand, gray, fine-grained, hard, containing shale streaks and slight oil shows
2997 -3008	sand, gray, fine-grained, hard, containing numerous shale laminae (very shaly 2997-3001'), with slight oil shows 3004- 3006' and 3007-3008' (laminated fluorescence - probably non-
3008 -3012	commercial).
3012 -3015	sand, dark gray, fine-grained, hard with slight oil shows
3015 -3016.5	sand, gray, fine-grained, friable with slight to fair oil shows sand, gray, fine-grained, hard, very shaly
3016.5-3041	sand, gray, fine-grained, friable, with slight to fair oil shows
	3016.5-3030'.

JUL 23 1958

GENERAL LAND OFFICE

VERTICAL SURVEYS: (Totco)

			+			
420		1/2		2000	-	3
770		3/4				2-1/4
997		1				2-1/4
1340	No	1-1/4				2-1/4
1510	*	1-3/4				2-1/4
1801	100	2				1-1/2
1889	*	2-3/4				1-1/4
1950		3		0,00		

##########################

I, Clifton D. Hales , 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 before me this _______day of __July, 1958

Notary Public in and for Bexar County, Texas

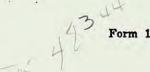
Notary Public in and for Bexar County, Texas

1728 Milam Bldg., San Antonio, Texas Commission expires June 1, 1959 48344 WELL FIRE ORD JUL 23 1958 COMMISSIONER CLERK

THE STATE OF THE PARTY OF THE P



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.....?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

ATT.

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.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.......feet.

Date	October 23 19 58
Name of company	or operator
Name	rgo Gil Corporation
Address	726 Miles Building
city	an Antonio 5, Texas
Description of	farm or lease:
Name of Lease.	A. T. Randolph/State (12714)
Number of Acres	s Well No
Number of well:	s on leaseOne (1)
Survey	I Go.
Elevation	BOVE SEA LEVEL)
Section No	34
Located in	Sabre (Belaware)Field
(If Wildcat st	ate above)
	Milesdirection from
Oria, Texas	nearest postoffice or town.
Rotary or Cable	e Tools
Date work will	start drilling When Permit is Rec
Depth to which	you propose to drill3200feet.
	start deepening
IF LEASE PRUCHAS	SED WITH ONE OR MORE WELLS DRILLED, FROM
WHOM PURCHASED	
N a m e	
	89

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

--

GENERAL LAND OFFICE

eived

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT (Be sure that all required locations, footages, distances, and scales are given.)

NORTH

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EST

'See Attached Plat'

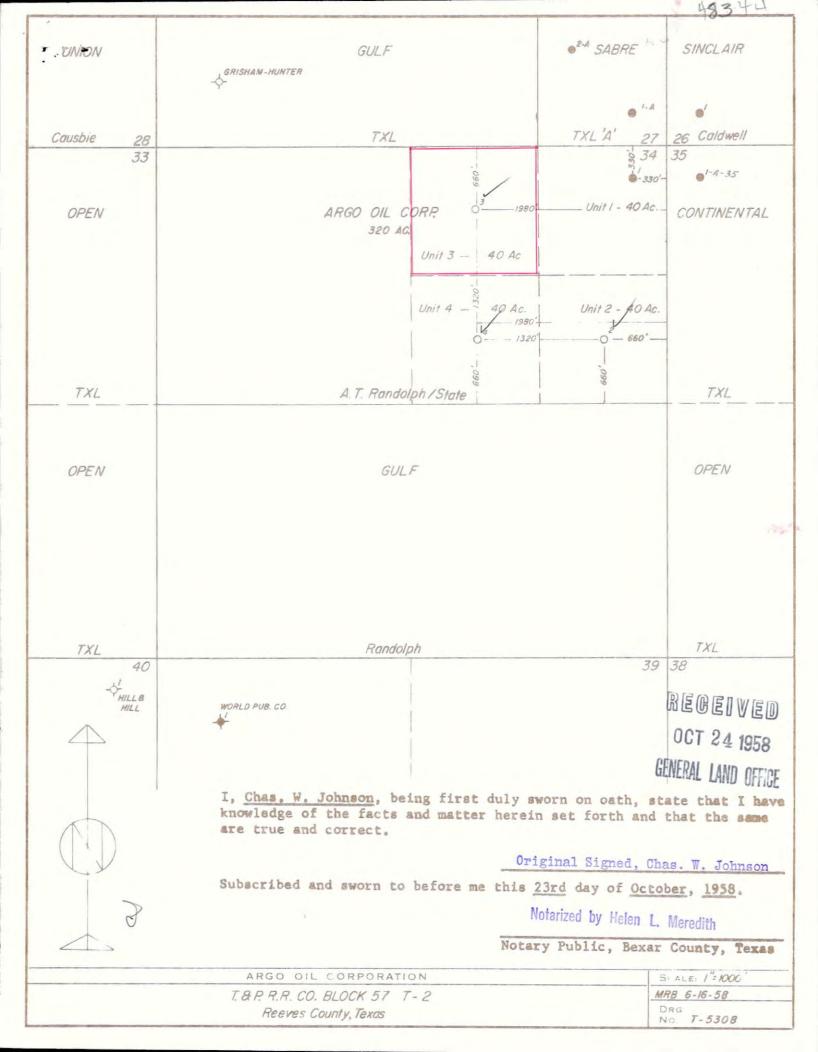
NOTICE

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

EAS



CLERK

1

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

m-48344

Form 1

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

	-	-	_
m			=
4	10	-A-	

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.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.......feet.

Date October 23 19.59
Name of company or operator
Name Argo Oil Corporation
Address. 1728 Miles Building
City San Antonio 5a Texas
Description of farm or lease:
Name of Lease A. T. Randolph/State (12714)
Number of Acres
Number of wells on lease
Survey.
ElevationFeet (ABOVE SEA LEVEL)
Section NoBlock No
Located inField
(If Wildcat state above)
County
Orla Transnearest postoffice or town.
Rotary or Cable Tools
Date work will start drilling. Mbon Fermit is Received
Depth to which you propose to drillfeet.
Date work will start deepening
IF LEASE PRUCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?
Nane
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

OCT 24 1958 GENERAL LAND OFFICE "See Attached Plat"

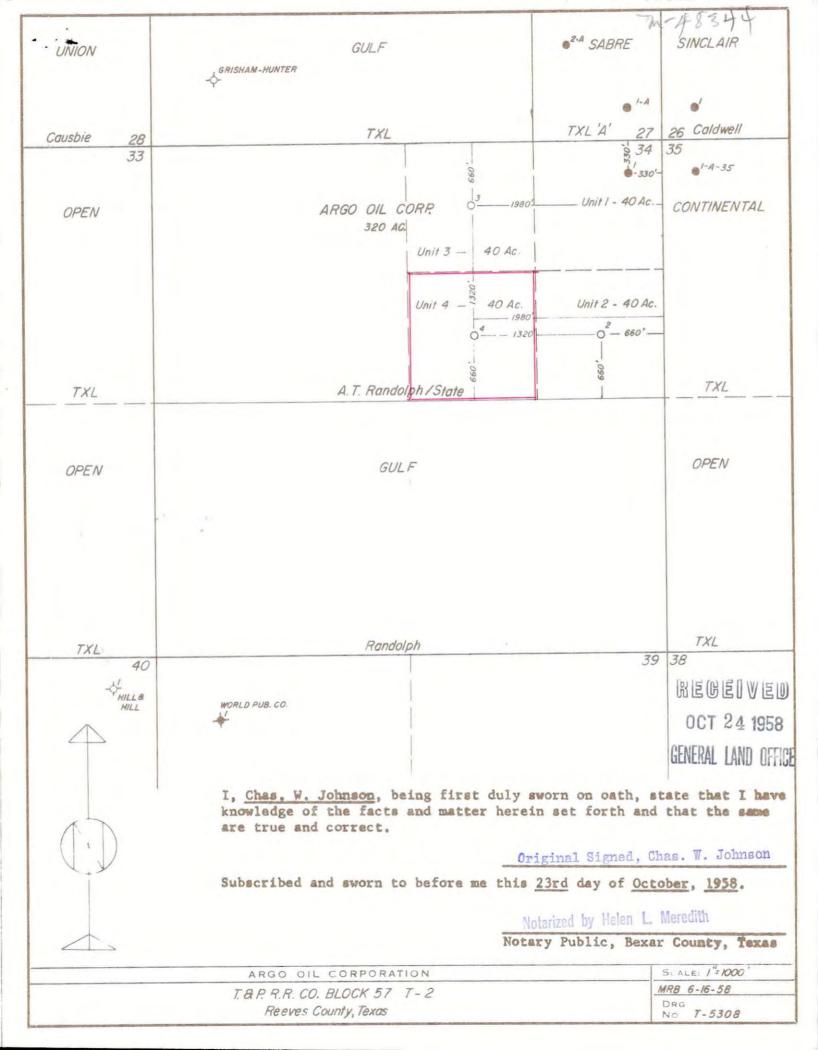
NOTICE

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	water sands must be protected.
	duly sworn on oath, state that I have knowledge of the facts and
Name Original Signed, Chas	. W. Johnson , Title Office Manager
	day of
Correspondence regarding this well should be addressed to:	Notarized by Helen L. Meredith Notary Public County, Texas.
Name Chas. W. Johnson Address.	1728 Hilam Building, San Antonio 5, Texas

Dien.



M. F.	APPINCATION S		8 PIAT
PRODUCTION OF THE PROPERTY OF	WELL # 4		
eirin)	OCT 29 19 BILL ALL		
Liverage	M	COMMIS	I NER
(Association)	Control of the last of the las		CLERK

ARGO OIL CORPORATION

A. T. RANDOLPH/STATE WELL NO. 2

LOCATION: 660' from South and East Lines of N/2 of Section 34, Block 57. T-2, T&P RR Co. Survey, Sabre (Delaware) Field, Reeves County, Texas.

DRILLING COMMENCED: October 11, 1958 DRILLING COMPLETED: October 23, 1958

ELEVATION: 2966/2977.5'

CONTRACTOR: Leatherwood Drilling Company, P. O. Box 925, Jacksboro, Texas.

DRILLER'S LOG:

0 - 11.50 KDB to ground level 11.50 - 73 surface sand and rock

375 sand

Ran and cemented 8-5/8" od surface casing at 368.50° w/300 sacks Regular Neat. Cement circulated. CIP 5:15 P.M.

375 - 725 sand and shale

725 - 954 anhydrite and gypsum

954 - 1201 anhydrite, gypsum and sand

1201 - 1588 anhydrite

1588 - 1734 anhydrite and gypsum 1734 - 2459 anhydrite

2459 - 2709 anhydrite and salt (top of salt 2552', bottom 2709')

2709 - 2814 anhydrite

2814 - 2988 lime, anhydrite and sand

Plugged back w/100 sacks 2% Calcium Chloride, 20% sand. Approximate top of cement 26641.

Drilled out cement plug from 2702-2719'.

Set whip stock at 2719'. Drilled 10' and went back into old hole. Drilled cement out to 2753' and set whip stock at 2750'.

Drilled to 2913'.

2913 - 3029 SEE CORE RECORD

3029 - Total Depth

Ran Schlumberger Gamma Ray, Sonic, Laterolog and Microlaterolog/Caliper.

Ran and cemented 4-1/2" od casing at 3028' w/250 sacks 50-50 Pozmix-Incor w/6% Gel., 50 sacks 50-50 Pozmix-Incor w/2% Gel. and 25 sacks Incor Regular Neat w/Latex.

Approximate top of cement by Temperature Survey 2675'.

Tested casing w/1000# for 1 hour. Tested 0.K.

MEGETVED OCT 3 1 1958 CHIEF I JAM DEFICE



Page 2 - A. T. Randolph/State Well No. 2

DRILLER'S LOG: (Continued)

Perforated 2932-2942' (LM) w/4 jets per foot.

Ran and landed tubing at 2925'.

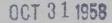
Fraced perforations 2932-2942' w/250 gallons Mud Acid and 1500 gallons Control-Frac with 1-1/2# sand per gallon.

Well kicked off and flowed.

CORE RECORD:

2913 - 2971 Recovered 53'

2913 -2915'	sand, gray, fine-grained, hard, calcareous, containing numeroug shale laminae.
2915 -2916.5'	shale, black and hard
2916.5-2930'	sand, gray, fine-grained, hard, containing numerous shale laminae (very shaly 2916.5-2923.5), with slight oil shows 2923.5-2930.
2930 -2940	sand, gry, fine-grained, hard to friable, with good oil shows 2930-2931 and 2932-2940, calcareous and hard 2931- 2932
2940 -29451	lost core
2945 -2950.5	sand, gray, fine-grained, hard to friable, with good oil shows 2945-2948, 2948.5-2949, and 2949.6-2950.5, calcareous 2948-2948.5 and 2949-2949.5
2950.5-2959.5*	sand, gray, fine-grained, hard, containing numerous shale laminae (very shaly 2953.5-2959.5), with slight oil shows 2950.5-2953.5'
2959.5-2961	shale, black and hard
2961 -2964.5	sand, gray, fine-grained, hard, containing numerous shale laminae
2964.5-2965.5'	shale, black and hard
2965.5~2967*	sand, gray, fine-grained, hard, containing numerous shale laminae
2967 -2971'	sand, gray, fine-grained, hard, with fair oil shows
2971 - 3029° R	ecovered 58'
2971 -2974 2974 -2974.5'	sand, gray, fine-grained, friable to hard with fair oil shows shale, black and hard
2974.5-2975*	sand, gray, fine-grained, hard, containing numerous shale laminae with slight oil shows
2975 -3023.5*	sand, gray, fine-grained, friable, with slight to fair oil shows
3023,5-3029'	sand, gray, fine-grained, hard, containing mmerous shale laminae





Page 3 - A. T. Randolph/State Well No. 2

VERTICAL SURVEYS: (Totco)

275 - 1/4 734 - 1/2

1165 - 1-1/2 1230 - 1-3/4

1585 - 2

1745 - 2-1/4

2060 - 2-1/4

2189 - 1-3/4

2390 - 3/4

2690 - 3/4

2905 - 1-1/2

2912 - 6

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I, Chas. W. Johnson , 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.

Original Signed, Chas. W. Johnson

Subscribed and sworn to before me this 30th day of October, 1958.

Notarized by Marie S. Taplin

Notary Public in and for Bexar County, Texas

OCT 31 1958



M Driller's Log # 2 Filed OCT 3/ 19580 19 ---

A CONTRACTOR OF THE PARTY OF TH

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Commissioner

Clerk

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grand, W. sadt, 53ag12

THE SELECTION OF THE SECOND SE 1000 Harry St.

This Form must be filed in District Office not later than tendays 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

FORM 3
Potential Test Form
Date of Receipt in
District Office
1-1958

FURNISH ALL DATA IN FULL-DO NOT USE ESTIMATES (See Instructions on Reverse Side)

FIELD N	NAME: (Use	Sabr Field Name	by which	aware this F	ield designated	on curren	t Prora	tion Sche	dule.) RRC D	ISTRICT NU	MBER:
NAME O	F OPERATO	R:	Argo (il Co	rporation						
NAME O	F LEASE:	. T. Rar	dolph/	Stati	mes you will us	e on your	E.B. F	NUMBER	127 Produ	ction.)	LL NO. 2
ADDDES		an Anton	10 5.	Texas	3		c	ECTION	34	BLOCK 5	7, T-2
ADDRES	55;	728 Mila	(City a	nd Stat	e)		T&P	RR Co.	20. 20.1.1	296	6/2977-5
COUNTY	IN WHICH	WELL IS LO	CATED-	net	eves	Unit	Design	ation	Ac. I	n Unit	+0
					direction fro						
Date pot	ential test c	ommenced	Octo	ber a	26	, 19 58	_ Hour			1	2:00 A. M.
Date pot	ential test co	ompleted	Octo	ber 2	26	, 19 58	- Hour				6:00 A. M.
Has this	lease chang	ed operating	names w	ithin th	e last 60 days?	No			If so, what w	as the previo	ous operating
	name? _							-			
Has the	Log of this w	vell been file	ed with D	eputy S	upervisor?	Yes		Dat	e log filed	October	30, 1958
	Tog of this .			apaty b	DATA ON PO				2.4		
Data Ne	cessary on F	lowing Well				The same of the same	-		mping Well		
Flowing	pressure on	csg	300			Make	of Pum	ping unit			
Flowing	pressure on	the	525								
Longth o	af test	6	_ Hrs	(Mins.	No. 81	rokes p	barrel)		
					CT	Lengt	h of tes	st —	Hrs	3	Mins.
					is test with-	-	NAME OF TAXABLE PARTY.	the sales and the last	ottom-Male Cent	The state of the s	-
A TOTAL CONTRACTOR	se of swab o								H.P. Pt		
Y	es								B.P.D. To		
To thin m	all bains lat	teds 1	lo			Lengt	h of tes	st	Hre		Mins.
						from	he res	ervoir to	from this well the surface of	the ground	by the use
					ng used to one	of any	y devic	e or mea	ns the use of	which is no	prescribed
						-					
Oil prod	ucing during	this test into	Ta	ink	e or Pity	Name	of P.L	. Connect	on Cactus	Petroleu	n, Inc.
Date this	s well was la	ist shot or as	idized -	(,	k or Pit)	No. Q	uarts u	sed	No. Ga	llons used -	° 1500
Barrels (of oil produce	ed from this	well sinc	e shot	or treatment to t	time this	est wa	s started	99		
Barrels	of oil produce	ed from this	well from	ita cor	npletion date or	reworked	comple	tion date	to the beginning	of this tes	t99
		- Percent w	ater prod	uced du	est was occasion npletion date or plies to new and ring this test—	rew 6%	Wells	Total	depth of this w	el13	029 Ft.
Is this a	test of a new	w well for w	nich no p	revious	allowable has	been assig	gned?		IEB		
Is this a	plain retest	(not a worke	ver job)	of a we	ll which has a c	current all	owable	assigned			
		The state of the s			d currently on p		chedule	e? ———		Well	
		ult of a work	Noon	t was t	he nature of the	job? —			October	Well 26	, 19 58 .
Hour we	ll completed	- ABAYY	NOOU	M	. Date well co	mpleted -	-		OCCODEL		, 19
					2000 2000						
		(Furnish Ts	ink Numb	ers, Siz	re, Avg. Bbls. p	THE RESERVE AND PERSONS NAMED IN	-	auges in	Ft. and In. and	Bbls.)	
-		7	manner	GAL			DUCTI		PRODUCTION		DUCTION
TANK	SIZE	PER FOOT	Lo	W	HIGH	cc	MPUTE	D	99% Tenk Tebles	1009	Tank
7167	H-500	33,50	Poet	in.	Feet - in.	Foot	In.	119,43			119.43
							-	-		-	
		-						-		+	
PESIII 7	OF THE D	OTENTAL	PROT IN	thin of	Crude oil ner 2	d hours	4	77.72	DEGE	WED	W. Tank Thi
GAS/OF	L RATIO OF	THIS WELL	78	W10. UI	Crude oil per 2	1			MEWISI	as per barrel	% Tank. Tbl.) of Crude Oil
County Cass	J KN I IV OF	I CLEAN WEIGHT	EID .		to A.P.I. 60 de			0	DOT 2	1 1050	
			, ,						001 0	1330	
	8				(0)	学世界)			GENERAL LA	ND OFFICE	

DATA ON WELL COMPLETION

"Notice of Intention to Drill" this well was filed in the name of	Argo Oil Corporation
Date "Drilling, Plug Back or Deepening Permit" was issued	October 2, 1958
Is Location "REGULAR," or was "SPECIAL PERMIT" required?	Regular
If special permit was secured what is permit number?	
Total number of acres in this lease320	
Number of crude oil producing wells on this lease in this field, including to Two (2)	the well on which this potential was taken
Location of well, relative to lease boundaries of lease on which this well	is located: 660 feet from South
line and 660 feet from East line of t	he A. T. Randolph/State
Size of surface casing 8 5/811 Number feet of surf	face casing set 368,501
Size of surface casing 8 5/811 Number feet of surf	3,028,00 ⁸
Type of tubing head. OCT Type of Bra	denhead OCT
Top of pay 2930 Ft. Total Depth 3029 Ft. Size	tubing run 2 3/8" EUE
Perforated from 2932 to 2942 No. Shots 40	No. ft. tubing run 2925
Kind of fuel used to drill this wellButane	
Where fuel was securedContractor	ė.
INSTRUCTIONS: All potential test forms, WITH ALL INFORMATION the District Office of the Railroad Commission not later than ten (10) of fail to file potential test in an acceptable form within the ten (10) describing from such test shall not extend back more than ten (10) days in the office of the Deputy Supervisor. This ten-day provision shall during the month in which it is received in the office of the Deputy Supervisor.	days after the test is completed and, should the operator ays as specified then the effective date of the allowable prior to receipt and acceptance of the potential test form govern regardless of whether the potential test a take pervisor or any prior month.
EACH WITNESS MUST SIGN IN HIS OWN HANDWRITING. We, the undersigned, witnessed this test and the top and bottom gas duration of this test	
Representative of Offset Operator for	ALLCORN COntinental Oil Company
for to	Continental Oil Company
Representative of Offset Operator Representative of the Railroad Commission	Offset Operator
AFFIDAVIT: I HEREBY CERTIFY that all conditions prescribed by the Railroad plied with and carried out in full, and that all data and facts set forth on b	I Commission of Texas for this potential test were comports sides of this form are true and correct.
Original Signed, Chas. W. Johnson for	argo Oil Corporation
Representative of Company making test	Company making test
SWORN TO AND SUBSCRIBED before me this the day of	fOctober, 1958
(Notary Seal)	Notarized by Marie S. Taplin
Notary Public in and for	Bexar County, Texas
RFMARKS: Well producing from the Delaware Sand th	rough Perforations 2932'-2942' after
being frac w/1500 gallons Control-Frac plus 1-1/	2# Sand per gallon.
NOTE: This completion is the 6th Well in the Fi	eld thereby terminating the NPX
Allowable of 60 barrels. As note by the attache	d plat, lease is being developed on
a 40 acre spacing which should carry a 75 barrel	per schedule day allowable.

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

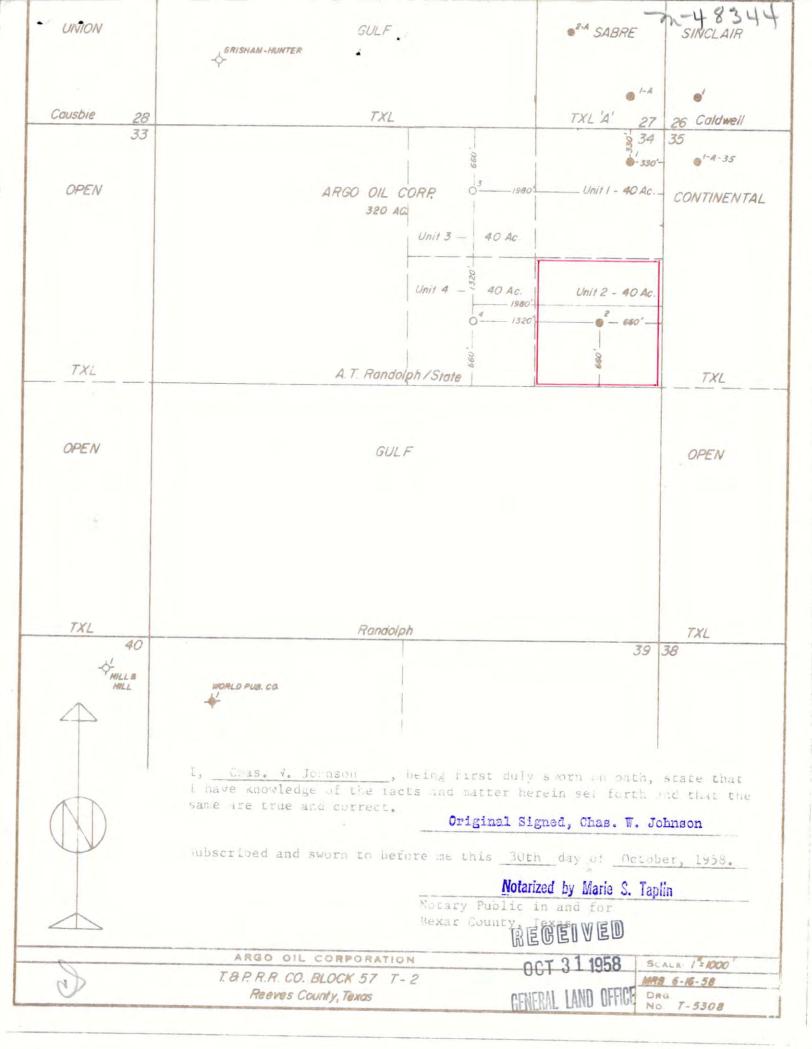
Well Record

File No	T-5308	,	ALCOHOLOGICAL DESCRIPTION OF THE PROPERTY OF T	GAS DI		100000000000000000000000000000000000000	Well Record	
Operator	Argo 011 C	orporatio	n	Addres	1728	Milam Br	ullding, San Antonio 5, Tex	
County	Reeves		Survey Tag	ER Co.	Block	No. 57	7-2 Sec. No. 34	
							2 Elevation 2966/2977.5	
							(Above Sea Level)	
Name of Fie	eld in which well	is located						
Form 1 (Not	ice of Intention	to Drill) Was	Filed in Name of	Arg	011	Corporat	ion	
Is this a NEW	WELL?	es	DEEPENING	3?	No	0	or a WORK-OVER?	
If this is a NE	W WELL, show wh	en drilling com	menced and when dril	ling was com	pleted.			
If this is a PL	UG-BACK or DEE	PENING operati	on to a different rese	ervoir, show v	hen work	over commen	aced and when completed.	
							October 23 10 58 1728 Milan Buildin	
Corresponde	nce regarding th	is well should	l be sent to: Nam	e Chas. 1	l. Joh	nson	AddressSan Antonio 5, Tex	
Has an allow	vable been assig	ned to this w	ell ?		No			
SIZE	PUT IN	WELL	PULLED OUT		LEFT II	WELL	PACKERS AND SHOES	
	Ft.	Iņ.	Ft. I	n.	Ft.	In.		
8 5/8"	368.	50 w/300		Reat	368	1	Larkin Tex.Pattern Guide	
4 114	3020	62 00		Poznik Poznik	3028	00	Larkin Float Collar Larkin Float Shoe	
1		2% &	25 ax Latex	2 success			ARIKAH FIORG SHOU	
2 3/813 E	UE 2925.	01			2925	.01		
Initial Produ	ction of Gas—V	Volume 1	None Mo	F Pressur	•		lbs. per square inch	
			477.72			-	per square men	
			******	······································	•••••••••			
Initial Produ	ction of Distilla	te: Barrels	None					
ls this an OI	L well?	Yes	, a GAS w	ell?	No	, or	a Dry HOLE?	
	DESCRIPTION	N OF PROP	ERTY			CENE	RAL REMARKS	
	ì	NORTH						
							m the Delaware Sand through	
				Perforations 2932 -2942 after being frac w/1500 gallons Control-Frac plus 1-1/2# Sand				
					allon		Mana a a a a game a a a game a mune	
e .							tion is the 6th Well in	
WEST WEST	See Attache	d Plat'					terminating the NPX	
•				H.Allo	mble.	xf. 60 ba	rrels. As noted by the	
				98238 94 a	nea p	lat, les	se is being developed on which should carry a 75	
							e day allowable.	
						医侧侧	WED	
				Problems (Section 1997)	li.		VED	
1						OCT 31	1958	
A		OUTH	, a		The second	NORTH THE	ND OFFICE	

FORMATION RECORD
Show All Formations, Especially All Sands and Character and Contents Thereof

* * * *

FORMATIONS	TOP	воттом	REMARKS
	-		
		-	
* ************************************			
		* +	
			See attached driller's log, core
			record, etc.
		-una	*
	*		
	-		
			1
	and the same	Denie	Yan.
Method of shutting off water Cene	nt Productio	m berings t	water completely shut off?
Phon II Inhonon	uet	per	cent
I, Chas. W. Johnson		wledge of the fa	acts and matter herein set forth and that the same are to
and correct.	X I.W.C KIIO		Original Signed, Chas. W. Johnson
and correct.			Representative of Company.
Subscribed and sworn to before	me this 30th	day of	October , 19.58
			Notarized by Marie S. Taplin
		******	Notary Public
			Bexar County, Tex



WELL RECORD & Plat
WELL # 2

FILED OCT 31 1958

OCHMINSSIONER

WELL # 344

Railroad Commission of Texas W - 48344

JH1

AUSTIN, TEXAS

October 27, 1958

PERMIT TO DRILL OR DEEPEN
REGULAR LOCATION

Argo Oil Corporation 1728 Milam Building San Antonio 5, Texas

FRNES THIMPSON

WILLIAM J. MURRAY, JR.



Chief Supervisor

ARTHUR H. BARBECK

Chief Engineer

Permission is hereby granted to [drill - XXXXXXX as a regular location the following well for which application has been received:

Form (Dated)	October 23, 1958	
Lease Name	A. T. Randolph/State (12714)	Well No3
Located in	T&P RR Co. Sect. No. 34 Blk. No. (Survey, Section, Block,	
Field Name	Sabre (Delaware) Co	ounty Reeves

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form 1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all other such outstanding permits shall become ineffective.

LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO FORM 1 ABOVE DESCRIBED.

cc: R. K. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailev/Midland

General Land Office L

State of Texas Austin, Texas Yours very truly,

Harry M. Batis Chief Supervisor Oil and Gas Division

M. For	483 mit \$	94	77 85
Filed	OCT 29	1958	19
	BILL ALI	CORN	
	915	Com	missioner
			Clerk

Railroad Commission of Texas

AUSTIN. TEXAS October 27, 1958

PERMIT TO DRILL OR DEEPEN
REGULAR LOCATION

Argo Oil Corporation 1729 Milam Building San Antonio 5, Texas

COMMISSIONERS

OLIN CULBERSON Chairman

ERNEST O. THOMPSON

WILLIAM J. MURRAY, JR. O. D. HYNDMAN, Secretary HARRY M. BATIS
Chief Supervisor
ARTHUR H. BARBECK
Chief Engineer
ROSS BELL
Auditor

ROSS BELL Auditor

Auditor

Auditor

Auditor

Permission is hereby granted to (drill - XDENERM) as a regular location the following well for which application has been received:

Form (Dated)	October 23, 1958	
Lease Name	A. T. Randolph/State (12714) Well No. 4
Located in	T&P RR Co. Sect. No. 34 B	lk. No. 57, T-2 Block, Etc.)
Field Name	Sabre (Delaware)	County Reeves

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

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LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO FORM 1 ABOVE DESCRIBED.

cc: R. R. Ullstrom/Denver

R. O. Price/Midland
J. J. Bailey/Midland
General Land Office
State of Texas

State of Texas Austin, Texas Yours very truly,

OCT 25 1

Harry M. Batis Chief Supervisor Oil and Gas Division GENERAL L

M. F. 48344	4
Permit to Drell	4
Filed BILL ALLCORN	
AS Commission	ner
Cle	erk

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Can make	-
Par year	-
M 117	

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.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease......feet.

Date 19.50
Name of company or operator
Name Argo Cil Corporation
Address Hitse Building
City
Description of farm or lease:
Name of Lease
Number of Acres
Number of wells on lease
Survey
ElevationFeet
Section No
Located inField
(If Wildcat state above)
Beeves
direction from
nearest postoffice or town.
Rotary or Cable Tools
Date work will start drilling
Depth to which you propose to drillfeet.
Date work will start deepening
IF LEASE PRUCHASED 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

NOV 1 0 1950 GENERAL LAND OFFICE "See attached plat!

ut

2" = 2000"

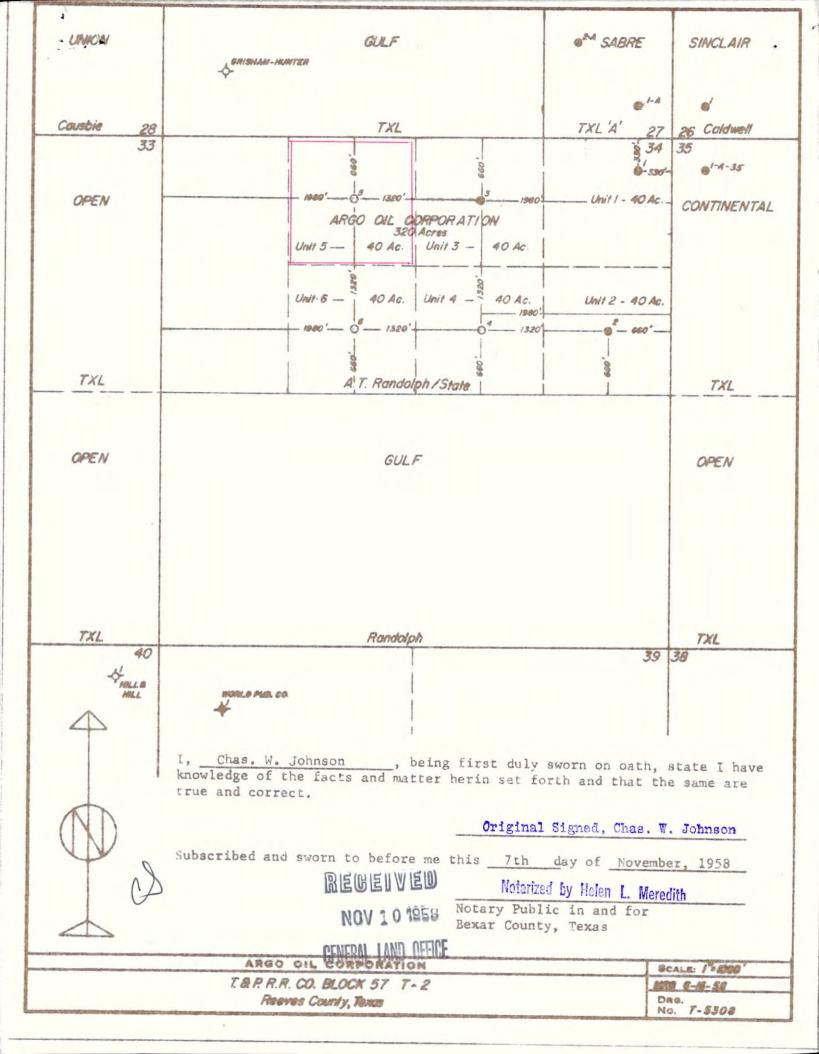
NOTICE

EAST

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

T being firs	t duly sworn on oath, state that I have knowledge of the facts and
matter herein set forth and that the same are true and corre	ct. Chas. W. Johnson Title
Subscribed and sworn to before me this	day of Notarized by Helen L. Meredith 19
Correspondence regarding this well should be addressed to:	Notary Public



M. F.	_ 48344	
	APPLICATION TO DRILL & Plas	4
	WELL # 5	
FILED	NOV /0 1958 19	
-	BILL ALLCORN	
	COMMISSIONER	
	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......?
FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

ATT

READ CAREFULLY AND COMPLY FULLY

TO A

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......feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease......feet.

Date Howesher 7 19 58
Name of company or operator
Name Argo OS3 Corporation
Address 1720 Miles Building
City
Description of farm or lease:
Name of Lease. Ar. Te. Randolph (State. (1271A)
Number of Acreswell No.,
Number of wells on lease
Survey
ElevationFeet
(ABOVE SEA LEVEL)
Section NoBlock No
Located inField
(If Wildcat state above)
direction from
nearest postoffice or town.
Rotary or Cable Tools
Date work will start drilling
Depth to which you propose to drillfeet.
Date work will start deepening
IF LEASE PRUCHASED 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

NOV 1 0 1858 ENERAL JANN DECIPE DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT (Be sure that all required locations, footages, distances, and scales are given.)

NORTH

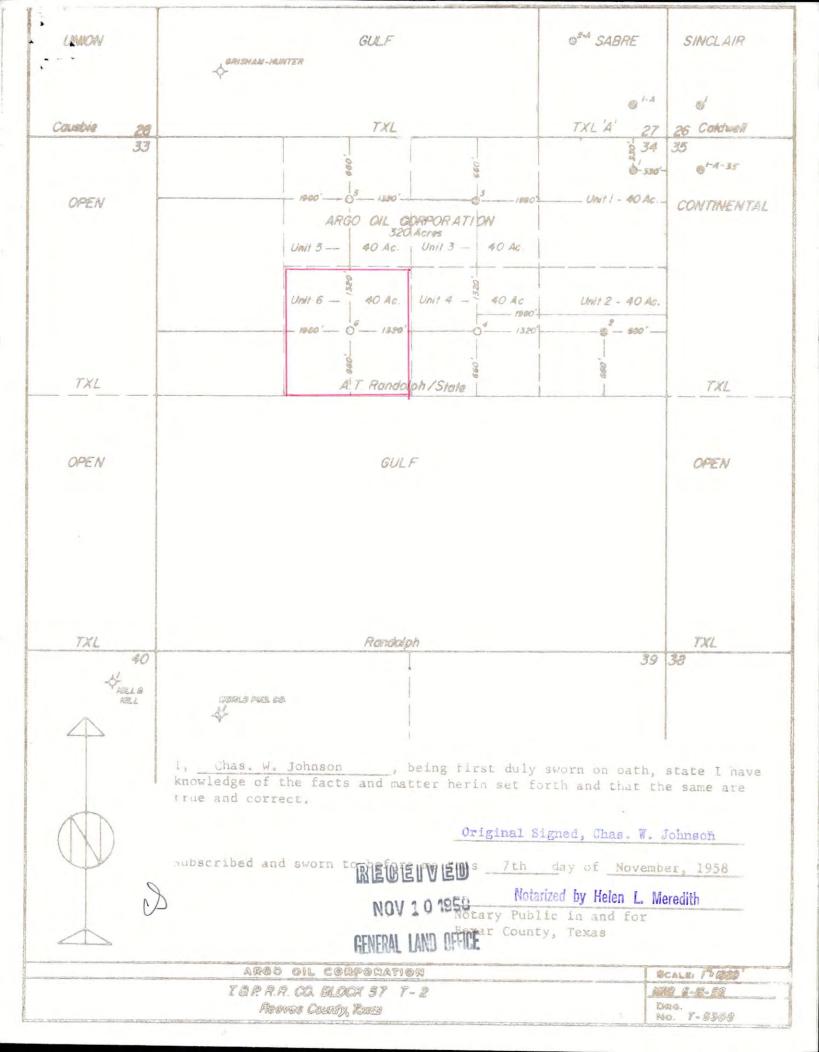
"See attached plat"

mt

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.

1° = 1000° SO	Texas, to ascertain the depth to which fresh water sands must be protected.
matter herein set forth and that the same are true and correct.	duly sworn on oath, state that I have knowledge of the facts and
770	Johnson , Title
Correspondence regarding this well should be addressed to:	.day of, 19
Chap, W. Johnson	Notary PublicCounty, Texa



W. F.	48344
	APPLICATION TO DRILL & Plat
	WELL #6
FILED	NOV /0 1958 19. BILL ALLCORN
	COMMISSIONER
	CLERK

10日11日間

NOV 14 1958

Kailroad Commission of Texas

OIL AND GAS DIVISION

JH.

AUSTIN, TEXAS

Nov. 12, 1958

PERMIT TO DRILL OR DEEPEN
REGULAR LOCATION

Argo Oil Corp. 1728 Milam Bldg. San Antonio 5, Texas

COMMISSIONERS

OLIN CULBERSON Chairman

ERNEST O. THOMPSON

WILLIAM J. MURRAY, JR. O. D. HYNDMAN, Secretary



Permission is hereby granted to (drill FORERED) as a regular location the following well for which application has been received:

Form (Dated)_	Nov. 7, 1958		
Lease Name _	A. T. Randolph State 12714	Well No	5
Located in	T&P RR Co. Sec. 34 Blk. 57 T-2		
Field Name	Sabre (Delaware) County		Reeves

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form 1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all other such outstanding permits shall become ineffective.

LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO FORM 1 ABOVE DESCRIBED.

cc: R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland General Land Office/

State of Texas

Austin, Texas

Yours very truly.

Harry M. Batis Chief Supervisor Oil and Gas Division



M. E.	48344	
Filed _	mit & Drell NOV/4 1958	5
2 200 2	BILL ALLCORN	
	Commi	ssioner
	710	Clerk

m - 48344

Railroad Commission of Texas

OIL AND GAS DIVISION

AUSTIN, TEXAS Nov. 12, 1958

PERMIT TO DRILL OR DEEPEN REGULAR LOCATION

Argo Oil Corp. 1728 Milam Bldg. San Antonio 5, Texas

COMMISSIONERS

OLIN CULBERSON

Chairman ERNEST O. THOMPSON

WILLIAM J. MURRAY, JR. O. D. HYNDMAN, Secretary

Chief Supervisor ARTHUR H. BARBECK Chief Engineer ROSS BELL Auditor

for which application has been received:

Form (Dated)_	Nov. 7, 1958		
Lease Name	A. T. Randolph-State 12714	Well No	6
Located in	T&P RR Co. Sec. 34 Blk. 57, T-2		
Field Name	Sabre (Dealware) (Survey, Section, Block, Etc.)		Reeves
	(Name shown on said Form)		

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

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LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO FORM 1 ABOVE DESCRIBED. MEGELVED

R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

General Land Office L

State of Texas

Austin, Texas

Harry M. Batis Chief Supervisor Oil and Gas Division GENERAL LAND OFFICE

	48344	
M. F.	mit to Drill	6
Filed -	NOV /4_1958 19 BILL ALLCORN	a in area
F-EAST-WAY	# Commis	slone!
Total Security	//	Clerk

File No. T-5308

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

48344

Form 2 Well Record

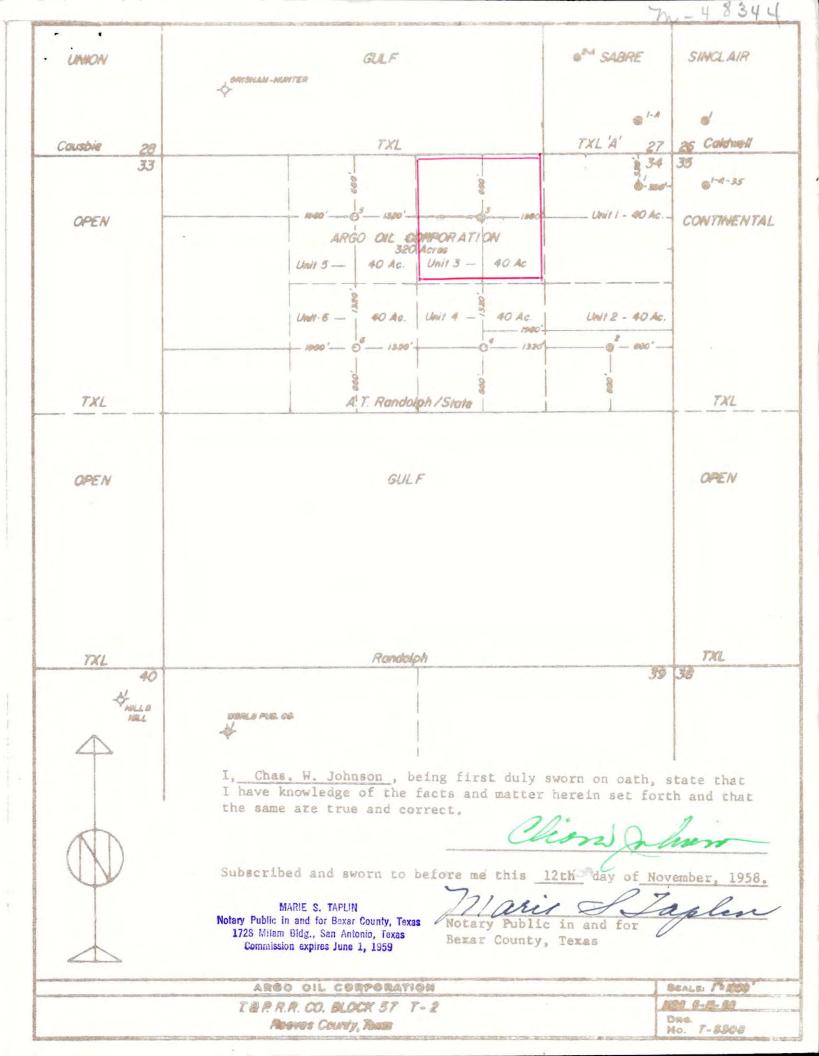
Operator	Argo 0	11. Corpor	ation	A	ddres \$728 .1	tilam Bl	dg., San Autonio 5, Texas
County	Reeves	L	Survey.	TSP ER C	D. Block	k No.57.	2•2Sec. No34
Lease Name.	(12714) A.	T. Rando	lph/State	L	Well	No3	Elevation (Above Sea Leve
Name of Field	d in which we	ll is located	Sabre (Delawre)		
Form 1 (Notic	e of Intention	to Drill) Was	s Filed in Na	mė of	Argo 011	Corpora	tion
Is this a NEW W	ELL?¥	es	DEEI	PENING?	No		or a WORK-OVER?
f this is a NEW	WELL, show w	hen drilling com	menced and wi	nen drilling wa	as completed.		
If this is a PLU	G-BACK or DEF	EPENING operat	tion to a differen	ent reservoir,	show when work	-over commer	nced and when completed.
(Work-Over) (Drilling)	Commenced	October	27	19.58	Work-Over) Con Drilling)	mpleted	November 5
							1728 Milam Buildi Addressan Antonio S. Ta
Has an allowa	ble been assig	ned to this w	vell?	lo .			
	PUT IN			DOUT	_	N WELL	
SIZE	Ft.	In.	Ft.	In.	Ft.	In.	PACKERS AND SHOES
9-5/8"	411.	36 w/275	m Regula	r Neat	411.	36	Larkin Guide Shoe
4-1/2"	3047	440 - 4		Pozniz	3047	41	Larkin Float Collar &
-		6% Gel	nd 25 gal	→50 Pozza			Guide Shoe
2-3/8" EE	8 2944.		ns so gas	De Saletia	2944.	32	
Initial Produc	tion of Oil:	Barrelsate: Barrels	201.84 None		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		a Dry HOLE?
	DESCRIPTION	ON OF PROI	PERTY			GENE	CRAL REMARKS
				***	Well prod	lucing f	rom the Delaware formation
					thru perf	oration	s 2954-2964 (IM) after
1	See attacl	hed plat*		ja	being fra	ced w/1	500 gallons Control-Frac
100				EAST	plus 1-1/	2# sand	per gallon.
Lile	OBIVE!	0 (***			
NO	V 2 0 1958	3		411.			
CENEL	it I will be:	NPT:		****			
		SOUTH					

FORMATION RECORD

Show All Formations, Especially All Sands and Character and Contents Thereof

FORMATIONS	TOP	ВОТТОМ	REMARKS
		1	
	-	+	
		-	
*			4 1
			Ses attached driller's log, core record,
			etc.
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* ***********************************			
		1	
			-
· · · · · · · · · · · · · · · · · · ·	1		
Method of shutting off water	ment product	ion string	water completely shut off?
			cent
heing first duly sworn on oath ete	te that I have known	owledge of the f	acts and matter herein set forth and that the same are true
	to that I have kill	on loage of the f	Class In and that the same are true
and correct.			Representative of Company.
200 W - 200 W - 2			
		day of	November , 19 58
MAF	RIE S. TAPLIN	Tour	Marie A Hables
Notary Public in	and for Bexar County, Idg., San Antonio, Te	ras	Notary Public
Commission	expires June 1, 1959		County, Texas.

mt



REGEIVED NOV 20 1958 Life I Mill other

ARGO OIL CORPORATION

(12714) A. T. RANDOLPH/STATE WELL NO. 3

LOCATION: 660' North Line and 1980' East Line of N/2 of Section 34, Block 57, T-2, T&P RR Co. Survey, Sabre (Delaware) Field, Reeves County, Texas

DRILLING COMMENCED: October 27, 1958 DRILLING COMPLETED: November 5, 1958

ELEVATION: 2992/3003.5'

CONTRACTOR: Leatherwood Drilling Company, P. O. Box 925, Jacksboro, Texas.

DRYLLER'S LOG:

0 - 11.50 ground level to KDB 11.50 - 192 gravel beds and sand

415 gravel beds and shale strks

Ran and cemented 9-5/8" od casing at 411.36' with 275 sacks Regular Neat.

Tested casing with 800# for 30 min. Tested O.K.

415 - 820 anhydrite and sand

820 - 1114 anhydrite and shale 1114 - 1582 anhydrite

1582 - 1972 anhydrite and shale

1972 - 2075 shale

2075 - 2585 shale and anhydrite

2585 - 2595 anhydrite 2595 - 2739 salt

2739 - 2803 shale

2803 - 2929 anhydrite

2929 - 2940 dolomite and lime

2940 - 3056 SEE CORE RECORD

3056 - Total Depth

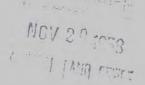
Ran Schlumberger Sonic and Laterolog to T.D. and Microlaterolog 2650-30501.

Ran and cemented 4-1/2" od production casing at 3047.41' with 300 sacks 50-50 Pozmix, 6% Gel, 50 sacks 50-50 Pozmix, 2% Gel. and 25 gallons Latex.

Ran Temperature Survey, approximate top of cement at 1405'.

Tested casing with 875¢ for 15 min. Tested O.K.

Ran Western Gamma Ray and Collar log. Perforated 2954-64' (IM) or 2960-70° (DM) w/4 jets per foot.



-m48344

Page 2 - A. T. Randolph/State Well No. 3

DRILLER'S LOG: (Continued)

Ren and landed 2-3/8" EUE tubing at 2944.32'.

Spotted 250 gallons Mud Acid on perforations and treated with 1500 gallons Control-Frac plus 1-1/2# sand per gallon.

Well kicked off and flowed.

CORE RECORD:

**

2940 - 2998' Recovered 58'

2940 -2942 shale 2942 -2945.5 shly sd 2945.5-2947 shale 2947 -2958 very shaly sand 2958 -2960 shaly sand 2960 -2961 sand 2961 -2962 sand 2962 -2974 sand 2974 -2975 sand 2975 -2976 sand 2976 -2978 shaly sand 2978 -2985 very shaly sand 2985 -2986 shale, sandy 2986 -2991 very shaly sand 2991 -2992 shale 2992 -2993 very shaly sand 2993 -2994 shale 2994 -2996 very shaly sand 2996 -2998 very shaly sand

2998 - 3056' Recovered 58'

2998 -29999 very shaly sand 2999 -3005 sand w/shaly strks 3005 -3034.5 sand 3034.5-3036 shaly sand 3036 -3037 sand, N.S. 3037 -3056 shaly sand

VERTICAL SURVEYSL (Totco)

125 - 3/4 725 - 3/4 1020 - 1-1/2 1114 - 1-1/2 1516 - 3/4 1509 - 1/2 1862 - 2

MOA 50 1848

Page 3 - A. T. Randolph/State Well No. 3

VERTICAL SURVEYS: (Continued)

2055 - 3

2130 - 3

2150 - 3

2180 - 3

2254 - 2-3/4

2350 - 2

2450 - 1-1/2

2504 - 1-1/2

建设设施设施设施设施设施

I, Chas. W. Johnson , 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 before me this 12th day of November, 1958.

MARIE S. TAPLIN

Notary Public in and for Bexar County, Texas

1728 Whilam Bidg., San Antonio, Texas
Commission expires June 1, 1959

Notary Public in and for

Bexar County, Texas

MCA 50 CL3

18

48344 WELL RECORD VALL # 3 NOV 20 1958 FILED _ COMMISSIONER CLESK

This Form must be filed in District Office not later than ten days after date of completion of testor penalty enforced. Do not take test for period of time less than specified by field rules.

FORM 3

in Distriction than tend completic alty enfortest for pe	m must be file t Office not late lays after date on of test or pen ced. Do not tak eriod of time les	er of ee	FUR		OIL .	AND G	MISSION SAS DIV	ISION OT US	N E ESTIM	4175	12019	Date of Distri	Test Form Receipt in act Office -1958
	NAME: (Use	Staba	by which	lawa:			on curren			edule.)	RC DIST	RICT NU	MBER:
	F OPERATOR	N. com	m 043	Coan	annatri.	oso.							
	F LEASE:		. Rar	(Use N	ames you	u will us	se on your	E.B. R	NUMBER	reporting	Productio	n.) WE	LL NO. 3
ADDDES	c.	San	Ankor	in S.	Texa	S		e.	ECTION	35	BIC	CK 57	. T-2
D O DO	OX NO.	1720	(City	and Sta	te)		CHIDADAN	THE	BR Co.	E	EVATIO	2992	/2003.50
										AN.			40
	IN WHICH W												elst
	Miles												
Date pot	ential test con	nmenced		Mover	mer l	0	, 19 56	_ Hour				6:00	400
Date pot	ential test con	mpleted		Nove	aber 1	0	, 19 58	- Hour			2	0:30	₽• M.
Has this	lease change	d operating	names	within t	he last 6	0 days?	No			_ If so, w	hat was t	he previo	us operating
	name?				Management of Contract								
Hac the	Log of this we								Day	e I og file	ad Most	ember !	12. 1958
nas me	Log of this we	off peen tife	u with	Deputy			TENTIAL			e Log III	u		-
Data Ne	essary on Fl	wing Well			DATA	ON FO				imping We	11		
Flowing	preceure on c	e or	11	20							_		
Flowing	pressure on the	ng	7	20			Lengtl	of str	oke used				
T ength o	of test	6	Ите	30)	Mins							
	ke 3/16						Length	orking	st ——		Hrs		Mins.
										ottom-Hole			
	well flowed f					With-							
		Yes			1600		Pump	Rating		B.P.	D. Total	Fluid at_	Head
	ell being jette	15e					Length	of tes	st		Hrs.	-	Mins.
							Was a from t	ny oil he res	produced ervoir to	from thi	s well du	ring this	test lifted by the use
The second second	jetted, how me		KIND OF THE PARTY		The second		of any	devic	e or mea	ins the us	se of which	ch is not	prescribed potentials?
	icing during th			Tank	4		Name	of PT.	Connec	ion Cac	tus Pe	troleu	n. Inc.
					430		1 If Shot			* \I	Acidiza	ALC: YOUR PARTY	W. St. St. St.
Company of the Company	s well was las										12.0	is used -	ALM SE VE
Barrels o	of oil produced of oil produced	(Answer	well from	n its co	ompletion pplies to	date or	reworked d reworked	comple Wells	tion date	to the be	ginning of	this test	134 Ft.
Is this a	test of a new							ned?	V.	10			
Is this a	plain retest (not a worko	ver job)	of a w	ell which	has a	current all	owable	assigned	15	ew Wel	1	
What is t	the 24-hour po	tential at w	hich it	s carri	ed curren	tly on p	roration s	chedule	? ——		OW WOLL		
	est is the resu	Si.	over wh	8					Blower	mber 8	BW WELL		60
Hour wel	l completed -	- No. o	NO.		M. Date	well co	mpleted —	-	1907.916	BIBNES S			, 19
	*			- 4									
		Furnish Ta	nk Numi	nore Si	_		UCTION I		anges in	Et and In	and Rhi	e 1	
		(Indicate	manner	in whi	ch produc	ction arr	ived at by	placin	g result	n proper o	column.)	.,	
TANK No.	SIZE	BBLS. PER FOOT	LO	OW	UGE		СО	DUCTION		PRODUC 99% T Table	ank	100%	UCTION Tank bles
17167	8=500	33,50	Feet 2	In.	Feet	In.	Feet	In.	130.6	6		138.	84
						-			-				
		138.8	9 11 2	4 = 1	01.84	Sols,	per 2	b hrs	•	-			
			100					-	201.0	NA.		1100	
	OF THIS PO			Rpis. o	Crude o	per 2	4_nours) -		2000				% Tank. Tbl.;
De alle Marie	RATIO OF			orrects	ed to A F	T 60 d	earees)	34	.3	- Cubic II	. or gas p	er parrel	of Crude Oil

Argo 011 Corporation "Notice of Intention to Drill" this well was filed in the name of _ October 27, 1958 Date "Drilling, Plug Back or Deepening Permit" was issued __ Regular Is Location "REGULAR," or was "SPECIAL PERMIT" required? _ If special permit was secured what is permit number? -Total number of acres in this lease -Number of crude oil producing wells on this lease in this field, including the well on which this potential was taken -Three (3) Location of well, relative to lease boundaries of lease on which this well is located: feet from feet from ___ line of the Size of surface casing Number feet of surface casing set -Size of oil string -Number of feet of oil string run _ Type of tubing head. Type of Bradenhead _ Top of pay _2954(13) Total Depth Size tubing run ~ Perforated from . - No. ft. tubing run No. Shots - Amt. of fuel used Furnished by contract Kind of fuel used to drill this well Furnished by contractor Where fuel was secured . 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 efter 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 wheth during the month in which it is received in the office of the Deputy Supervisor or any prior month. This ten-day provision shall govern regardless of whether the potential test is taken 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. Offset Operator PETROLEUM, INC. for Pipe Line Gauger Pipe Line Company Representative of the Railroad Commission 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. Corporation Representative of Company making test Company making test SWORN TO AND SUBSCRIBED before me this the day of -19 MARIE S. TAPLIN (Notary Seal) Notary Public in and for Bexar County, Texas 1728 Milam Bldg., San Antonio, Texas Commission expires June 1, 1959 Notary Public in and for Texas producing from the Delaware formation thru perforation REMARKS: . (IM) after being fraced w/1500 gallons Contro 1-1/20 sand per gallon. Com 19 SS

DATA ON WELL COMPLETION

Please refer to File No.....

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

248344

* AMERICANA * 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

ACT

10

READ CAREFULLY AND COMPLY FULLY

A.B

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.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease.....feet.

Date
Name of company or operator
Name Argo Oil Corporation
Address
City
Description of farm or lease:
Name of Lease
Number of Acres
Number of wells on lease
Survey
ElevationFeet (ABOVE SEA LEVEL)
Section No
Located inField
(If Wildcat state above)
direction from
nearest postoffice or town.
Rotary or Cable Tools
Date work will start drilling Permit is legely
Depth to which you propose to drillfeet.
Date work will start deepening
IF LEASE PRUCHASED 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.

This Asended application to brill was necessitated by the moving of the Location of Well No. 5 from 660' North Line to 566' North Line due to the location falling too close to High Line and Oil Pipe Line. MEGETAED

NOV 22 1958

CENERAL LAND DEFIEL

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT (Be sure that all required locations, footages, distances, and scales are given.)

NORTH

"See Attached Flat"

NOTICE

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

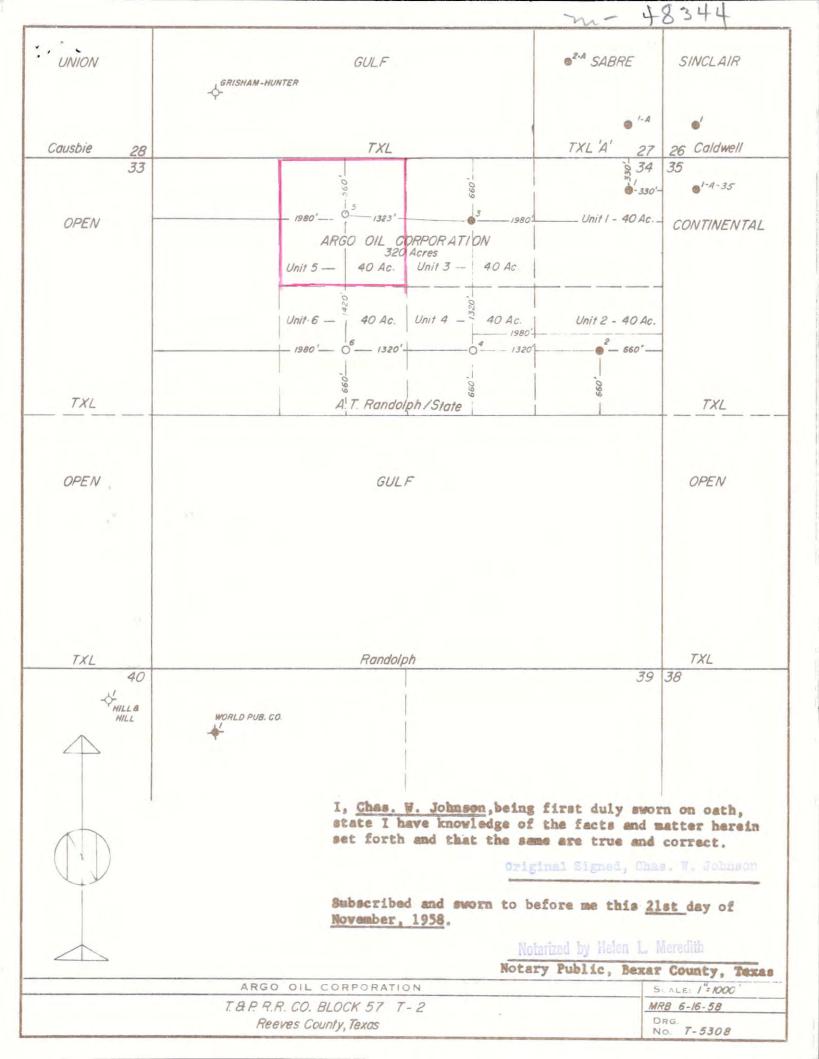
Scale of Plat ... I,, being first duly sworn on oath, state that I have knowledge of the facts and matter herein set forth and that the same are true and correct. Name Original Signed

Subscribed and sworn to before me this......day of......day Correspondence regarding this well should be addressed to:

1728 Milas Bullding, San Antonio 5, Texas

Chas. W. Johnson

1 = 1000*



M. F. 48344

APPLICATION TO DRILL & CLERK

NOV 22 1958
NOV 22 1958
GENERAL LAND PEPIFF

m-48344

ARGO OIL CORPORATION

(12714) A. T. RANDOLPH/STATE WELL NO. 4

LOCATION: 1980' from North Line and 1980' from East Line of N/2 of Section 34, Block 57, T-2 T&P RR Co. Survey, Sabre (Delaware) Field, Reeves County, Texas.

DRILLING COMMENCED: November 9, 1958 DRILLING COMPLETED: November 19, 1958

ELEVATION: 2965/2976'

CONTRACTOR: Leatherwood Drilling Company, P. O. Box 925, Jacksboro, Texas.

DRILLER'S LOG:

0 + 11.00 KDB to ground level

11.00 - 196 surface sand and gravel

404 surface gravel and blue shale 196 -

Ran and cemented 9-5/8" od surface casing at 395.54' with 300 sacks Regular Heat.

Tested casing with 800#. Tested O.K.

404 - 917 sand anhydrite and gypsum

917 - 1300 anhydrite and shale

1300 - 1439 anhydrite and gypsum

1439 - 1615 anhydrite

1615 - 1708 anhydrite and gypsum

1708 - 1970 anhydrite

1970 - 2070 anhydrite and gypsum

2070 - 2233 anhydrite

2233 - 2360 anhydrite and gypsum

2360 - 2563 anhydrite

2563 - 2688 salt (top of salt 2563) 2688 - 2764 anhydrite and lime

2764 - 2850 anhydrite

2850 - 2888 lime and shale

2888 - 3004 SEE CORE RECORD

3004 - Total Depth

Ran and cemented 4-1/2" od casing at 2999.46' with 200 sacks 50-50 Pozmix 6% gel. 50 sacks 50-50 Pozmix 2% Gel and 25 gallons Latex.

Ran Temperature Survey, approximate top of cement 1900'

MEGETVED

Tested casing with 1000f for 30 min. Tested 0.K.

DEC 4 - 1851

Ran Western Gammatron with Collar log.

CENTERAL LAND OFFICE

Perforated 2909-2916 (DM) or 2908-2915 (LM) with 4 jets per foot.

Ran and landed 2-3/8" EUE tubing at 2904.06'.

Page 2 - A. T. Randolph/State Well No. 4

DRILLER'S LOG: (Continued)

Spotted 250 gallons MA. Fraced with 1500 gallons Control-Frac with 2250# sand (1-1/2# per gallon)

Well kicked off and flowed.

CORE RECORD:

2888 - 2946'	Recovered 56°
2888 -2889	shale, black and hard
2889 -2892	sand, gray, fine-grained, hard, containing numerous shale laminae
2892 -2893.5	shale, black and hard
2893.5-2906.5	sand, gray, fine-grained, hard, containing numerous shale lamine with slight oil shows 2903-2906.5, very shaly 2893.5-2900
2906.5-2924.5	sand, gray, fine-grained, firm with good oil shows 2906.5- 2908, 2909-2923 & 2924-2924.5, calcareous and hard 2908-2909 & 2923-2924
2924.5-2934	sand, gray, fine-grained, hard, containing numerous shale laminae with slight oil shows 2924.5-2928, very shaly 2929-2934
2934 -2935	shale, black and hard
2935 -2938.5	sand, gray, fine-grained, hard, very shaly
2938.5-2939.5	shale, black, hard, sandy 2939-2939.5
2939.5-2940.5	sand, gray, fine-grained, hard, containing numerous shale laminae
2940.5-2944	sand, gray, fine-grained, hard
2944 -2946	lost recovery
2946 - 3004'	Recovered 58'
2946 -2954	sand, gray, fine-grained, firm, with fair oil shows 2949- 2951 and slight oil shows 2948-2949
2954 -2966	sand, gray, fine-grained, hard, containing numerous shale laminae with scattered slight oil shows
2966 -3004	sand, gray, fine-grained, firm to friable with 11' of scattered fair oil shows & 17 1/2' of scattered slight oil shows

DEC 4 - 1851
GENERAL LAND OFFICE

Page 3 . A. T. Randolph/State Well No. 4

VERTICAL SURVEYS: (Totco)

163 - 0 316 -1/2 614 -1/2 1055 - 1-1/4 1174 -3/4 1340 -1/4 1550 -1/2 1660 - 1 1730 -3/4 1850 -1/2 2007 - 1 2150 - 12350 -1/2 2538 -1/2

I. Chas. W. Johnson , 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.

Chesa Johnson

Subscribed and sworn to before me this 25th day of November, 1958.

MARIE S, TAPLIN

Notary Public in and for Bexar County, Texas

1728 Milam Didg., San Antonio, Texas
Commission expires June 1, 1959

Notary Public in and for (Bexar County, Texas

CENTENT TAND OFFICE

m£

M. F. 48344

DRILLERS LOG

Filed DEC 4 1958 19

ELLE ALLCORN

Commissioner

He

Clark

WE WIE DELL

n 48344 WEDELVED

This Form must be filed in District Office not later than tendays after date of completion of test or pen-alty enforced. Do not take test for period of time less than specified by field rules

RAILROAD COMMISSION OF TEXAS DEC 4 - 15 Potential Test Form OIL AND GAS DIVISION District Office

FORM 3

FURNISH ALL DATA IN FULL—DO NOT USE ESTIMATES

FIELD N	IAME:	Setura	(Delmaro)	ns on Reverse		GENERAL LAND I	TRICT NUM	BER:
	(Use	Field Name		Field designate	d on current P	roration Sch	edule.)		
NAME O	F OPERATO	OR:		Names you will u	ise on your E.	B. Report in	reporting Product	tion.)	8.
NAME O	F LEASE:	Inn Suban	ata ti. Itaa	W9	LE	ASE NUMBER	R: 42 (44)	WEL:	L NO
ADDRES	S:	PRINCE STATE	(City and St	ate	-	_ SECTION		mer man bear	A. edil
P. O. BO	X NO.	rise arm	DE DELLEGIE	ng.	_ SURVEY_	IF BH OD	ELEVATI	ON2965/29	110,
COUNTY	IN WHICH	WELL IS LO	CATED	eves			Ac. in		
3	Miles _	1688		direction fr	oni OFIA	(60093)	nea	rest postoffic	ce or town.
Date pot	ential test c	ommenced _	overpor 2	1				9:00	₽ M.
Date pot	ential test c	ompleted	broniser 2	8	407409			3:00	As M.
Has this	lease chang	ed operating	names within	the last 60 days	All Marie		_ If so, what was		operating
				A CONTRACTOR OF THE PROPERTY O					
Uac the				Supervisor? _	Tes	Do	te Log filed	conbor 25	1958
nas me	Log of this v	well been ill	ed with Deput		OTENTIAL TE		te Log Ined		
Data Nec	essary on F	lowing Well	250	21111 011 1 0		essary on P	umping Well		
	pressure on		360						
Flowing	pressure on	tbg	000		Length o	f stroke used	l		
Length o	f test	6	Hrs	Mins.			e		
Size cho	1/4		ke choke	?	Length of	f test	Hrs.		Mins.
				thin took with			ottom-Hole Centri		
			icial flowing d	this test with-			H.P. Pun		
	Yes				Pump Ra	ting	B.P.D. Tot	al Fluid at	Head
		Sin	*= *		Setting D	epth	Tubing S	Size	Mine
Is this w	ell being jet	ted?			Was any	oil produce	d from this well	during this t	est lifted
If being	jetted, how r	many cubic fe	eet of gas is b	eing used to one	of any d	evice or me	the surface of ans the use of w ommission in es	hich is not r	rescribed
barrel of	oil recovere	d?	69 mode		-		B4 B	4 4	
Oil produ	cing during	this test into	O	ank or Pit)		P.L. Connec			2000
Date this	well was la	ast shot or a	cidized		If Shot No. Quar	ts used	No. Gall	ons used	19500
Barrels o	of oil produce	ed from this	well since sho	ot or treatment to Test was occasi	time this test	was started	- This wall .	145	
Barrels o	of oil produc	ed from this	well from its	completion date of	or reworked cor	npletion date	to the beginning	of this test -	3245
		- Percent w	ater produced	during this test	nd reworked W	Total	depth of this well	3004	Ft.
Is this a	test of a ne	w well for wi	hich no previo	us allowable has	been assigne	d? ——	100		
Is this a	plain retest	(not a work	over job) of a	well which has a	current allows	able assigne	is Her Hell		
	The second secon			ied currently on	Contract of the contract of th	dule?	Here tion?		
		27 8 127	over what was	s the nature of th		CASOCIENNA	PAR VOLL		128
Hour wel	1 completed			M. Date well co	ompleted				19
							9"		
		20011115	visioski manani i		DUCTION DAT				
		(Furnish Ta	ank Numbers, S manner in wh	size, Avg. Bbls.	per Ft., and a rrived at by pl	Il Gauges in acing result	Ft. and In. and B in proper column.	bis.)	
TANK		BBLS.	G	AUGE	PRODU		PRODUCTION	PRODU	CTION
No.	SIZE	PER	LOW	HIGH	1	In. Bbls.	99% Tank Tables	100% Tabl	
257	1805(A)	33.50	Feet In.	Feet In.	Feet	T 44 TAX 1	7	110,27	
		120 00 -	at	9 00					
		MANAGE I		Aeoo mase	er as in	Do			
		J	9 1			M1.08			
				of Crude oil per	24_hours)	And the Asset of the	*		Tank. Tbl.)
		THIS WELL				34.1	- Cubic ft. of gas	s per barrel o	Crude Oil
Gravity of	of oil produc	ed during thi	s test (Correc	ted to A.P.I. 60 d	degrees)				

		I	DATA ON WE	ELL COM	PLETION						
"Notice of Intention	on to Drill" this we	all was filed in	the name of		Argo 0	il Corpos	ration				
Date "Drilling, Pl	lug Back or Deepen	ing Permit" w	as issued _		Octobe	r 27, 199	18				
Is Location "REG	ULAR," or was "S	PECIAL PERM	MT" required	12	Regula	T .	1,				
If special permit	was secured what i	s permit numbe	272		40						
	cres in this lease	996									
Number of crude of	oil producing wells	on this lease i	in this field,	including	the well on	which this po	tential was	taken -			
Location of well,	relative to lease b						feet from	_ 100	rth		
line and _	feet	from		line o	the A Te	Randolph	/State			1e	as
Size of surface ca	asing	00	Number	feet of su	rface casing	set	395	• [3] *			_
Size of oil string		(3)	Number	of feet of	oil string rur	1	2999	elio*			
Type of tubing he	adba		Т	ype of B	radenhead	OCT				1	
Top of pay	Ft. T	otal Depth	3004	rt. Siz	e tubing run .	2-3/8" 8	IIII				_
Perforated from	to -	apper from	No. Shots	28	No. f	t. tubing run	2901	•069			
Kind of fuel used	to drill this well	manage frames	B utene		_ Amt. of fu			con	Lares o	tor	
Where fuel was se	ecured	Lahed by o	ontracto:	K.							
	month in which it is			e Deputy	Supervisor of a	my prior month				iled _	Potentia
We, the ur duration of this te	ndersigned, witness	sed this test an	nd the top and	d bottom	gauges of eac	th tank into w	hich product	ion wa	BILL ALLO	EC 4	tiap Test Well 's
Rep	resentative of Offs	et Operator		ior		Offset	Operator	Q	OR		ſ
Pipe	e Line Gauger	Hr.		for	Uactus P	Pine Lin	e Company	Dag	Z		7
	d	ata atau						niss		19	
Representative of	f the Railroad Comm	mission					Clerk	ione		1	Ī
	CERTIFY that all	OR THE PROPERTY OF THE PROPERTY OF THE PARTY	The state of the s				or this poter		st we	i d	om
e	asso (shus	· ·	for	Arms Gi	1 Corner	ntian				
Rep	resentative of Com	pany making te	st	. 101		Company	making test				
SWORN TO AND	SUBSCRIBED before	re me this the	25th	day	of No	venber		, 1	.9 —	58	_
	MARIE S	. TAPLIN		7	2011		7. 1	7 .			
(Notary Seal)	Notary Public in and f	for Bexar County	Texas		and		ape	co			
	1770 Faller Dit										
	1728 Milam Bldg., Commission expir	San Antonio otlas res June 1, 1959	Public in a	nd for _	B4	mag	V	c	ounty	, Tex	a

Well producing from Delaware formation thru perforations

1-1/2# sand per gallon.

2908-2915 (IN) after being freced w/1500 gallons Control-Free plus

REMARKS: -

711-48 3tt GEOVED

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

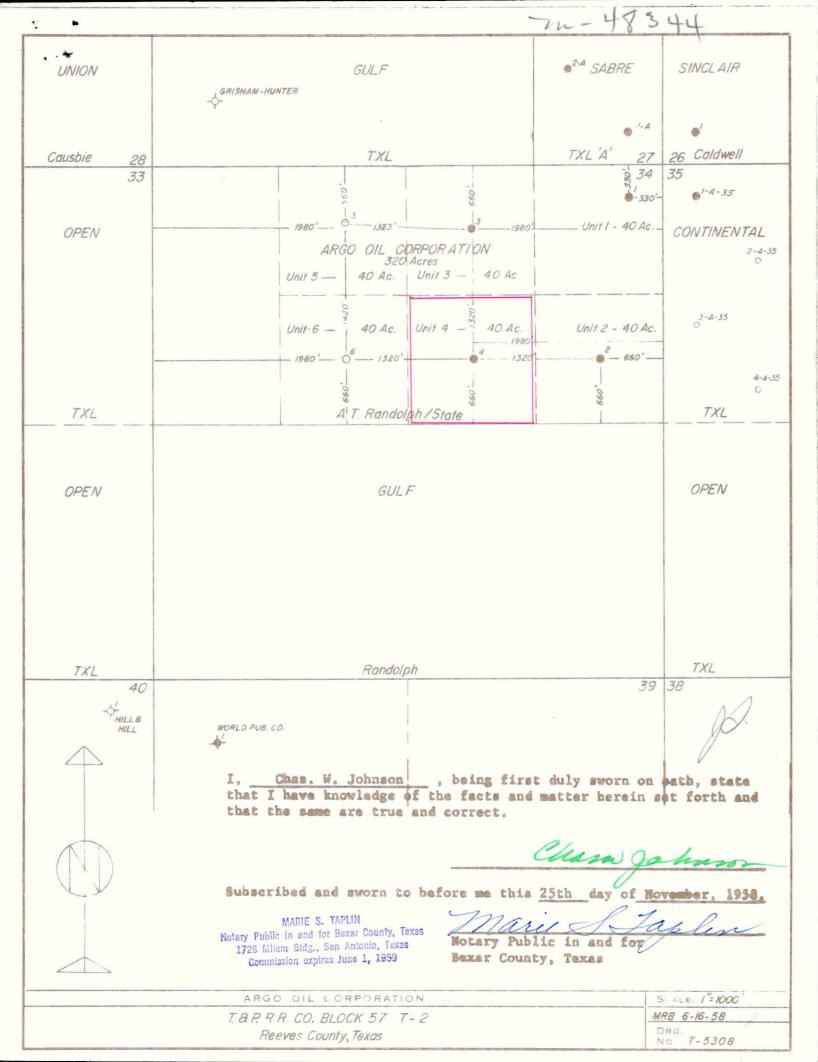
DEC 4 - 1953 Well Record

TIE TOMMENT			012	11112 0110	21,10101.		DEG G WEN RECORD
Operator	Argo 0	il Corpor	ation	Ac	dress 1728	Milen (i	MINI, IAND OFFICE 5, Toxo
ounty	Regves	L	Survey	TSP RR C	Block	No57.	T=2 Sec. No. 34
ease Name	(12714)	A. T. Ran	dolph/Sta	te	Well	No	Elevation 2965/2976
ame of Field	in which we	ll is located	Sabre (Delaware)		(Above Sea Level
orm 1 (Notice	of Intention	to Drill) Was	Filed in Na	mė of	Argo Oil	Corpora	tion
this a NEW WEI	LL?	Yes	DEEF	PENING?	No		or a WORK-OVER?
this is a NEW W	ELL, show w	hen drilling com	menced and wh	nen drilling wa	s completed.		
this is a PLUG	-BACK or DEI	PENING operat	ion to a differe	ent reservoir, s	show when work-	over commer	nced and when completed.
(Work-Over) Con	mmenced	November	r 9	1953 30	Work-Over) Com	pleted	November 19 , 10 58
							1728 Milan Build Address San Autonia S
as an allowab	PUT IN		PULLE		LEFT IN		
SIZE	Ft.	In.	Ft.	In.	Ft.	In.	PACKERS AND SHOES
9 5/8"04	395.	54 w/300	sx Recul	er Nest	395	54	Larkin Tex.Pattern Shoe
4 1/2 od	2999	46 W/200	ex 50-50	Pozmin	2999.	46	Larkin Guide Shoe &
		6% Ge.	1. 50 sx	50-50 Po:	emire &		Float Collar
			l. Latex			-	
2 3/8"EU	2904.	06			2904.	06	
nitial Production	on of Oil:	Barrels	41.08				lbs. per square inc
this an OIL	well?	Yes	, а (GAS well?	No	, or	r a Dry HOLE?
1	DESCRIPTI	ON OF PROI	PERTY			GENE	ERAL REMARKS
		1101111		S	Well prod	ucing f	rom Delaware formation
					thru perf	oration	s 2908-2915 (DA) after
Se	e attach	ed plat		ia	being fra	ced w/1	500 gallons Control-Frac
- 36				AST	plus 1-1/	2∂ sand	per gallon.
			4	····			

FORMATION RECORD
Show All Formations, Especially All Sands and Character and Contents Thereof

FORMATIONS	ТОР	ВОТТОМ	REMARKS
-			
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l correct.			Clease Johnson
		1	Representative of Company.
Subscribed and sworn to before	ve me this	h day of	November , 19 58
Subscribed and sworn to bero.	re me mis	zauay UI	marie - 1 Tall.
	ARIE S. TAPLIN		Motor Dublic
	and for Bexar County		Notary Public County, Texa
1770 Milet	MINT NOR SETTING	0726	Country, Texx

728 Milam Bldg., San Antonio, Texas Commission expires June 1, 1959



Filed ___DEC A 1958 ___19 ___ BILL ALLCORN Commissioner Clerk

BEC 4 - 15" ; GENERAL LAND OFFICE

This Form must be filed in District Office not later than ten days after date of completion of testor 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)

Potential Test Form Date of Receipt in District Office 1-1958

NAME OF CIERTON: NAME OF LEASE: ADDRESS: ADDRESS: ADDRESS: ADDRESS: BLOCK P. O. BOX NO. CUIVE IN WHICH WELL IS LOCATED Miles before the provided during this less without the less the provided during this less with suffice of the will being letted; Date potential test completed Date before the will be an include a substitution of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swab or other artificial flowing device; Was this well flowed for the entire duration of this test without the use of swap device or means the use of which is a carried flowing device or means the use of which is carried from this well from this respective the surface of the ground by the use of swap device or means the use of which is carried flowing this test in the swap of the	FIELD N	AME: (Use I	Field Name	by which	this Field	d designa	ted o	n curren	t Prora	tion Sch	edule.)	RRC DIS	TRICT N	UMBER	: _6_
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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. GAUGE PRODUCTION Feet In. Feet In. Bbls. RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24_hours) Cubic ft. of gas per barrel of Crude Oil											10%	/ Woll			
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(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. GAUGE PRODUCTION COMPUTED 99% Tank Tables PRODUCTION 100% Tank Tables RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24-hours) GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil	Hour well	completed -	60.41	es a g	M. I	ate well	comp	oleted	W. ATAMERICA	control of	9	- 6	哥哥明巨	小小香	
(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. GAUGE PRODUCTION COMPUTED 99% Tank Tables PRODUCTION 100% Tank Tables RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24-hours) GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil														U 10E	0 /
TANK No. SIZE BBLS. GAUGE PRODUCTION COMPUTED 99% Tank Tables RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24-hours) GAS/OIL RATIO OF THIS WELL IS CINCIPLE 10. PRODUCTION PRODUCTION PRODUCTION 100% Tank Tables Cubic ft. of gas per barrel of Crude Oil			Furnish Ta	nk Numbe	1		_			nuges in	Ft. and I	n, and B		9 190	0
RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24—hours) GAS/OIL RATIO OF THIS WELL IS CUMPUTED 99% Tank Tables 100% Tank Tables (100% Tank Tables (100% Tank Tables Cubic ft. of gas per barrel of Crude Oil					n which pr			ed at by	placing	g result				AND OF	FIFE
RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24_hours) Cubic ft. of gas per barrel of Crude Oil		SIZE		LOV		HIGH	-				99% 7	Cank	100	0% Tank	ONL.
RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24-hours) (100% Tank. Tbl. GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil	99.639	OL-MAN	FOOT		In. F	eet In	2.4	Feet	In,	Bbls.	Tab	les	9.00	Cables	
RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24-hours) (100% Tank. Tbl. GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil	1405	Webing.	33490	3	•	4 4	4/4	3	4	6 6034			2000	100	
GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil			103.0	3 X 2	as 8 35	•56 B0	PD								
GAS/OIL RATIO OF THIS WELL IS Cubic ft. of gas per barrel of Crude Oil				6						125.56			L		
					ols. of Cru	de oil per	24-	hours) -			Cubia	+ -5			
O TO TO THE TO SELECT THE THE TO SELECT THE					rected to	A.P.I. 60	deg	rees)	31	1.2	- Cubic I	r. or gas	per barre	or Cr	ude OII

DATA ON WELL COMPLETION

"Notice of Inte	ention to Drill" this well was filed in the name of	Argo Gil Corporation	
Date "Drilling	g, Plug Back or Deepening Permit " was issued	November 12, 1958	
Is Location "	REGULAR," or was "SPECIAL PERMIT" required>_	Regular	
	mit was secured what is permit number?		
	of acres in this lease	320	
	de oil producing wells on this lease in this field, inc	luding the well on which this potential	al was taken
Location of w	rell, relative to lease boundaries of lease on which th	is well is located: 1980	eet from
line a	9.000	line of the As To Randolph/Si	lease lease
	a s/Rit ad	t of surface casing set	•00
Size of oil str	h 1,000 ml	eet of oil string run	.55
	DOT:		NGL.
Type of tubin	1000	of Bradenhead Size tubing run	R.
Top of pay	2000 rt. Total Depth rt.	E-173	202.40
Perforated fro	omtoNo. Shots	No. ft. tubing run	und for annimoham
Kind of fuel u	sed to drill this well	Amt. of fuel used	and by contempor
Where fuel wa	s secured		
the Di fail to resulti in the	UCTIONS: All potential test forms, WITH ALL INFORM strict Office of the Railroad Commission not later than to file potential test in an acceptable form within the tening from such test shall not extend back more than ten (10 office of the Deputy Supervisor. This ten-day provision the month in which it is received in the office of the D	en (10) days after the test is completed a a (10) days as specified then the effectiventy) b) days prior to receipt and acceptance on a shall govern regardless of whether the	and, should the operator we date of the allowable f the potential test form
We, th	SS MUST SIGN IN HIS OWN HANDWRITING. be undersigned, witnessed this test and the top and be	ottom gauges of each tank into which	production was run during
duration of the	is test.		
//	lay W. Muss		
	Representative of Company making test	Colore Ved 23 days Company	
	Representative of Offset Operator for	Offset Opera	tor
. (Tours or. for	Cactus Petroleum, Inc.	
	Pipe Line Gauger	Pipe Line Con	npany
Representativ	e of the Railroad Commission		
AFFIDAVIT:	EBY CERTIFY that all conditions prescribed by the	Railroad Commission of Texas for thi	s potential test were com-
	i carried out in full, and that all data and facts set fo		
	Pheno Os Janes		
-	Representative of Company making test	Company makir	ng test
SWORN TO A	ND SUBSCRIBED before me this the	day of Becember	, 19 58
100	MARIE S. TAPLIN		VLAIR.
(Notary Seal)	Aman Alliam Ridd, Sail Millery, 1-1-1	Mariles	aplan
	Gemmission expires June 1, 1959 Notary Public in and f	or Bessar	County Texas
	Well producing from Delaware Sand	Committee they confirmate	H D H
REMARKS: -	mere harmonical same normenta mente	densional outs bettererre	TER
	2909 - 2919 (DH) after being frees	d w/1500 gellens Control-	The State of
	plus 1 1/29 sand per gallon.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
-		1.09	0 8 2
			RZ
			miss 19
-			2 6 1

ARGO OIL CORPORATION

(12714) A. T. RANDOLPH/STATE WELL NO. 6

LOCATION: 1980' West Line and 660' South Line of N/2 of Section 34, Block 57, T-2, T&P RR Co. Survey, Sabre (Belaware) Field,

Reeves County, Texas.

DRILLING COMMENCED: November 22, 1958 DRILLING COMPLETED: December 1, 1958

ELEVATION: 2970.5/2982'

CONTRACTOR: Leatherwood Drilling Company, P.O. Box 925, Jacksboro, Texas.

DRILLER'S LOG:

0 - 11.50 KDB to ground 11.50 - 280 sand and gravel

375 gypsum, anhydrite and hd gray shale

Ran and cemented 9-5/8" od casing at 369' with 300 sacks Regular Neat.

Tested casing with 800%. Tested O.K.

375 - 785 red bed, sand, anhydrite and gypsum

785 - 1013 anhydrite, shale and sand

1013 - 1214 anhydrite

1214 - 1372 anhydrite and gypsum

1372 - 1612 anhydrite

1612 - 1693 anhydrite and gypsum

1693 - 2087 anhydrite

2087 - 2180 anhydrite and gypsum 2180 - 2250 anhydrite

2250 - 2400 anhydrite and gypsum

2400 - 2788 anhydrite

2788 - 2887 anhydrite and lime

2887 - 3003 SEE CORE RECORD

REGEIVED

JEU 19 1958

GL 1110 OFFICE

3003 - Total Depth

Ran and cemented 4-1/2" od production casing at 3000.55' with 200 sacks 50-50 Pozmix 6% Gel. 50 sacks 50-50 Pozmix 2% Gel. and 25 gallons Latex.

Tested casing with 900# for 30 min. Tested O.K.

Ran Gamma Ray, Neutron and Collar log.

Perforated 2909-2919' (DM) or 2908-2918' (LM) with 4 jets per foot.

Landed 2-3/8" EUE tubing at 2901.60'.

Spotted 250 gallons M.A. on perforations and fraced with 1500 gallons Control-Frac plus 1-1/2# sand per gallon

Well kicked off and flowed.

Page 2 - A. T. Randolph/State Well No. 6

CORE	RECORD:
E-12 STATE	49.50.5.45.502.93.1

2887		29451	Recovered	560
WAS CALL	-	See of the season	STOREGY THE STA	400

2887	-2890	shale, black and hard
2890	-2893.5	sand, gray, fine-grained, hard, calcareous, containing numerous shale laminae
2893.	5-2895	shale, hard and black
2895	-2908.5	sand, gray, fine-grained, hard, containing numerous shale laminae with slight oil shows 2906.5-2908.5, very shaly 2895-2906.5
2908.	5-2925	sand, gray, fine-grained, firm, with good oil shows 2908.5- 2910, 2911-2917, 2919-2922.5 and 2923.5-2925 (2 feet lost sand 2917-2919), calcareous and hard 2910-2911 and 2922.5- 2923.5
2925	-2934	sand, gray, fine-grained, hard, containing numerous shale laminae with slight oil shows 2925-2928, very shaly 2928-2934
2934	-2935.5	shale, black and hard
2935.	5-2939	sand, gray, fine-grained, hard, very shaly
2939	-2940	shale, black and hard
2940	-2941	sand, gray, fine-grained, hard, calcareous, containing numerous shale laminae
2941	-2945	sand, gray, fine-grained, hard, calcareous, with slight oil

2945 - 3003' Recovered 58'

2945	-2946.5	sand, gray, fine-grained, hard, calcareous, with slight oil shows
2946.	5-2949	sand, gray, fine-grained, hard, containing numerous shale laminae
2949	-2952	sand, gray, fine-grained, firm, with fair to slight oil shows 2949-2950 and 2950.5-2952
2952	-2960	sand, gray, fine-grained, hard, containing numerous shale laminae
2960	-2986	sand, gray, fine-grained, firm, with slight to feir oil shows 2960-2965.5, 2972.5-2973, 2974-2976, 2977-2980, 2981.5- 2982 and 2983-2986
2986	-2989	sand, gray, fine-grained, hard, containing numerous shale laminae
2989	-3003	sand, gray, fine-grained, firm, with slight to fair oil shows 2989-2991, 2993.5-2995 and 2996.5-2999

VERTICAL SURVEYS: (Totco)

160 - 0 375 - 1 495 - 1-1/4 643 - 1-1/2 808 - 1-1/2 928 - 1-1/2 1019 - 3/4

RECEIVED

DEC 19 1958

GE OF IVAD DELIGE

Page 3 - A. T. Randolph/State Well No. 6

VERTICAL SURVEYS: (Continued)

1375 - 1 1583 - 21612 - 2-1/4 1661 - 2 1730 - 1-3/4 1790 - 2 1905 - 3 1941 - 3-1/2 2012 - 3-3/4 2067 - 3-1/2 2096 - 4-1/2 2124 - 4 2195 -4 2225 - 3-3/4 2309 - 32407 - 2-3/4

2658 - 1-3/4

I, Chas. W. Johnson , being first duly sworn on eath 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 before me this 9th day of Becember, 1958.

MARIE S. TAPLIN

Notary Public in and for Bexar County, Texas

1728 Milam Bldg., San Antonio, Fexas

Commission expires June 1, 1959

Notary Public in and for Bexar County, Texas

REGELVED

DEC 19 1958

GENT I I AND DEFICE

M. F. 48344

Cone Record #6

Filed DEC 19 1958 19 #5 Cornissiener

Clerk

学说:

The state of the s

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Well Record

Operator	Argo	Oll Corpor	ration	A	ddress. 1728.	Milam B	ldg., San Antonio 5, Texas
County	Reeve	IS	Survey	SP RR Co	Block	No. 57	R-2 Sec. No. 34
Lease Name	(12714) A. T. B	indolph/S	tate	Well	No. 6	Elevation 2970 a 3/2982 (Above Sea Level)
Name of Field in	which wel	ll is located	Sabre (D	elaware)			
Form 1 (Notice of	Intention	to Drill) Was	Filed in Nar	nè of	Argo Oil C	orporat	ion
Is this a NEW WELL	.?	Yes	DEEP	ENING?	No		or a WORK-OVER?
If this is a NEW WE	LL, show wh	nen drilling com	nenced and who	en drilling wa	as completed.		
If this is a PLUG-B	ACK or DEF	PENING operati	on to a differe	nt reservoir,	show when work-	over commen	aced and when completed.
(Work-Over) Comm	nenced	Novem	er 22	1958.	Work-Civer) Com	pletedD	ecember 1 1728 Miles Building
Correspondence r	egarding t	his well should	l be sent to:	Name	bas. W. Jo	hnson	Address San Antonio 5. Tes
Has an allowable	been assig	ned to this w	ell ?	No			
SIZE	PUT IN	WELL	PULLEI	OUT	LEFT IN	WELL	PACKERS AND SHOES
	Ft.	In.	Ft.	In.	Ft.	In.	- FACKERS AND SHOES
9 5/8800	369.	00 17/300	sx Regul	4	369.		Larkin Tex. Pattern Guide
4 1/2"od	3000	2 Col. 50	sx 50-50 sx 50-50		3000.	23	Larkin Float Collar & Guid Shoe
		25 gal. 1		& SCHOOLSHAM BY	un urang		STREET TO
2 3/8"EUE	2901.				2901.	60	
Initial Production	of Oil:	Barrels	415.5	6		•••••	lbs. per square inch
Is this an OIL we	11?	Yes	, a G	AS well?	No	, or	a Dry HOLE? Mo.
Di	ESCRIPTI	ON OF PROP	ERTY			GENE	RAL REMARKS
				****	Well prod	lucing f	rom Delaware Sand
					formation	thru p	erforations 2909-2919' (DM)
LS				į ⊒	after bei	ng frac	ed w/1500 gallons Control-
WEST WEST	ttached	tologi		EAST	Frac plus	1 1/20	sand per gallon.
900 6	residings	bane.				REGE	
						DEC 1	9 1958
					[L	THE CITIE
		SOUTH	-				,

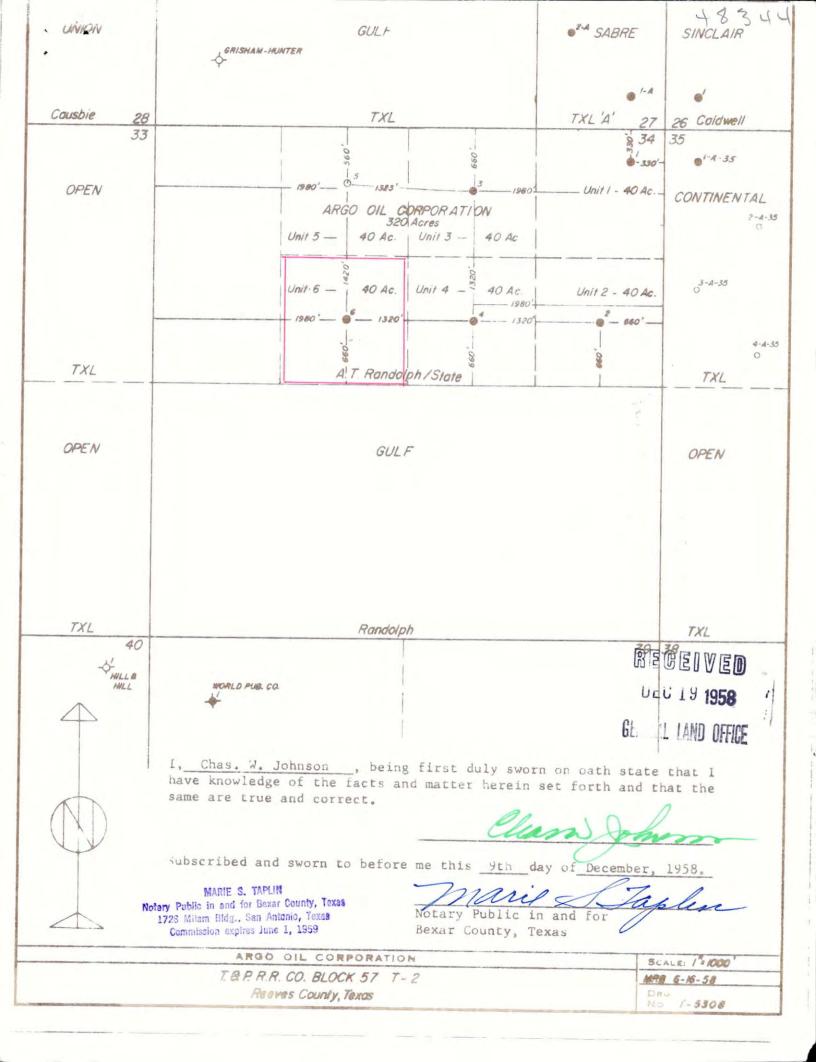
FORMATION RECORD

Show All Formations, Especially All Sands and Character and Contents Thereof

FORMATIONS	TOP	воттом	REMARKS
			
			
			See attached driller's log, core record
			etc.
			-
			
		-	T T T T T T T T T T T T T T T T T T T
			in the second se
ethod of shutting off water	ent production	string.Is	water completely shut off?
			cent
T. Chas. W. John	ison.		
eing first duly sworn on oath s	tate that I have know	vledge of the f	acts and matter herein set forth and that the same are tru
nd correct.			Class Johnson
			Representative of Company.
Subscribed and sworn to bef	fore me this 9th	day of	December , 1958
			mario of Jan P.
Malant Dubli	MARIE S. TAPLIN	Towns	Notary Public
Notary Public	in and for Bexar County	, техая	Country Ton

1728 Milam Bldg., San Antonio, Texas
Commission expires June 1, 1959

County, Texas.



WELL FECORD & Blat
WELL # 6

FILED DEC /9 1958

COMMISSIONER

CLERY

M. F. TESSRE)

MICO 19

COMMISSIONEN

CLERK

File No. 7-5308

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Well Record

Operator	Argo Oi	1 Corpora	tion	A	ddress 1728 1	tilen B	ldg., San Antonio 5, Texas
County	Deeves		Survey.	TSP RR C	Block	No57	T-2 Sec. No. 34
Lease Name	(12714)	A. T. Ran	dolph/St	ate	Well	No. 5	Elevation 2022 3003 (Above Sea Level)
Name of Field	l in which wel	l is located	Sabra ((elaware	L		
Form 1 (Notic	e of Intention	to Drill) Was	Filed in Na	mė of	Argo Oil	Corpora	tion
Is this a NEW W	ELL?	Yes	DEEF	PENING?	No		or a WORK-OVER?
If this is a NEW	WELL, show wh	nen drilling com	menced and wh	en drilling wa	s completed.		
If this is a PLU	G-BACK or DEE	PENING operati	ion to a differe	ent reservoir, s	show when work-	over comme	nced and when completed.
	e regarding th	nis well should	d be sent to	Name	as. W. Jol	nson	Recember 14
***************************************	PUT IN			DOUT	LEFT IN		
SIZE	Ft.	In.	Ft.	In.	Ft.	In.	PACKERS AND SHOES
9-5/8"od	377.	43 w/300	sx Regul	ar Heat	377	43	Larkin Tex. Pattern Shoe
4-1/2"od	3043.	50 v/200	SE 50-50	Pozmix	6% 3043.	.56	Larkin Float Collar &
2-3/8"EUE	2960	67	CHAR SO	er er 23	gal, Latex 2960.	67	Guide Shoe.
Initial Product	ion of Oil: I	Barrels	82.2 None	6			a Dry HOLE?
	DESCRIPTION	ON OF PROP	PERTY			GENE	ERAL REMARKS
	2.1	NORTH			Well produ	cing f	rom the Delaware Sand
							erforations 2957-2964
See attached plat*			led	after being fraced w/1500 gallons			
			EAST	Control-Frac plus 1-1/2# sand per gallon.			
							RECEIVED
- 0	9900	33.20					JAN 6 1959
		SOTURE					GENERAL LAND OFFICE

FORMATION RECORD

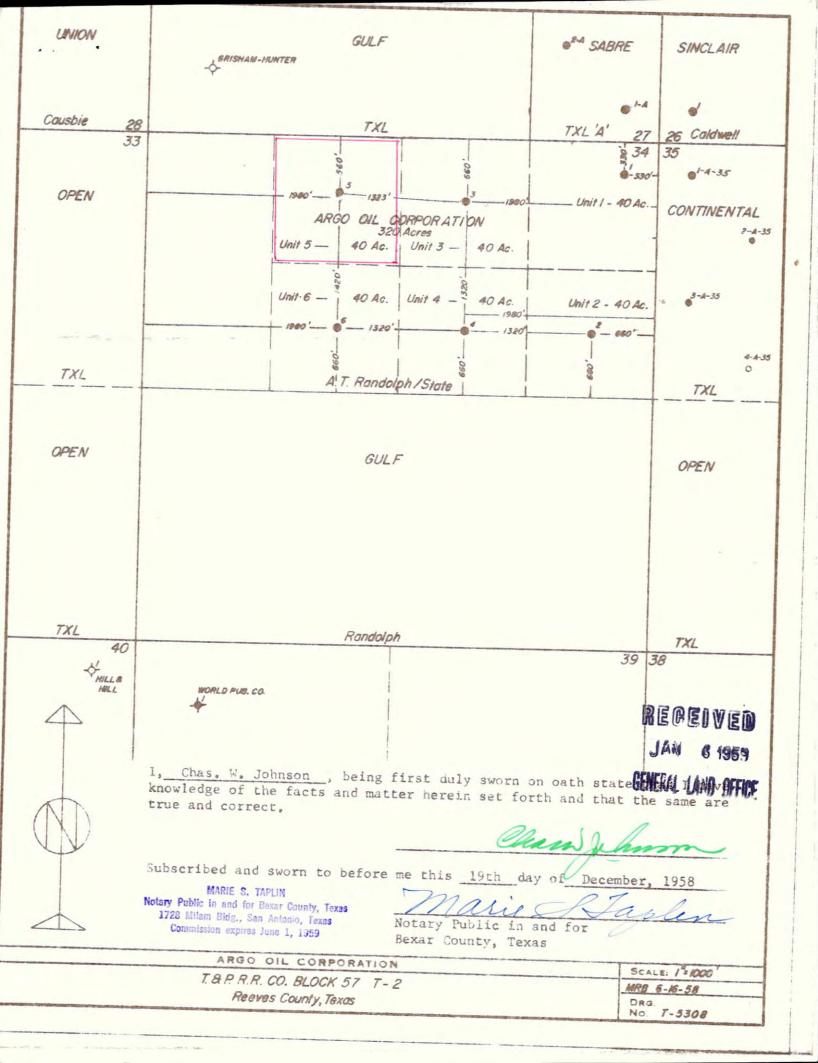
Show All Formations, Especially All Sands and Character and Contents Thereof

FORMATIONS	ТОР	воттом	REMARKS
			· ·
			-
			See attached driller's log, core record
			etc.
(0.10			
			
* w			
			999
*	No.		
			water completely shut off?
	COLUMN 1 NAME AND ADDRESS OF THE PARTY OF TH		
eing first duly sworn on oath stand correct.	ate that I have know	vledge of the fa	acts and matter herein set forth and that the same are true
't'	104		Representative of Company.
Subscribed and sworn to befo		day of	December 19 58
Notery Public in and i	TAPLIN for Bexar County, Texas		Notary Public

1728 Milam Bidg., San Antonio, Texas Commission expires June 1, 1959

mt

County, Texas.



SENERAL LAND DEFICE

ARGO DIL CORPORATION

(12714) A. T. RANDOLPH/STATE WELL NO. 5

LOCATION: 1980' West Line and 560' North Line of N/2 of Section 34, Block 57, T-2, T&F RR Co. Survey, Sabre (Belaware) Field,

Reeves County, Texas

DRILLING COMPLETED: December 4, 1958
DRILLING COMPLETED: December 14, 1958

ELEVATION: 2992/3003'

CONTRACTOR: Leatherwood Brilling Company, P.O. Box 925, Jacksboro, Texas

DRILLER'S LOG:

0 - 11.00 KDB to ground level

11.00 - 30 surface rock

30 - 280 surface gravel

280 - 381 shale

Ran and cemented 9-5/8" od casing at 377.43' with 300 sacks Regular Neat.

Tested casing with 800# for 30 min. Tested O.K.

381 - 715 anhydrite and sand

715 - 1082 anhydrite and gypsum

1082 - 1257 anhydrite

1257 - 1394 anhydrite and gypsum

1394 - 1610 anhydrite

1610 - 1715 anhydrite and gypsum

1715 - 2534 anhydrite

2534 - 2606 salt

2606 - 2642 anhydrite

2642 - 2733 salt

2733 - 2934 anhydrite

2934 - 3050 SEE CORE RECORD

3050 - Total Depth

Ran and comented 4-1/2" od casing at 3043.56' with 200 sacks 50-50 Pozmix 6% Gel., 50 sacks 50-50 Pozmix 2% Gel. and 25 gallons Latex.

Ran Temperature Survey. Top of cement 1550'.

Tested casing with 800# for 30 min. Tested O.K.

Ran Western Co. Gamma Ray and Neutron log. (Log measurement = Driller's measurement).

Perforated 2957-2964' with 4 jets per foot.

Ran and landed 2-3/8" EUE tubing at 2960.67'.

Spotted 250 gallons MCA on perforations 2957-2964'. Fraced perforations with 1500 gallons Control-Frac plus 1-1/2# sand per gallon.

Well kicked off and flowed.

Page 2 - A. T. Randolph/State Well No. 5

CORE RECORD:

2934 - 2992*	Recovered 58'
2934 -2938	shale, black and hard
2938 -2941.5	sand, gray, fine-grained, hard, containing numerous shale laminae.
2941.5-2943	shale, black and hard
2943 -2956.5	sand, gray, fine-grained, hard, containing numerous shale laminae with laminated oil shows 2954.5-2956.5, very shaly 2943-2950
2956.5-2966	sand, gray, fine-grained, firm, with good oil shows from 2956.5-2958, 2958.5-2959.5, 2960-2964, 2965-2966, cal-careous and hard 2958-2958.5, 2959.5-2960 and 2964-2965
2966 -2975.5	sand, gray, fine-grained, hard, containing numerous shale laminae with laminated oil shows 2966-2968, very shaly from 2968-2975.5
2975.5-2977	shale, black and hard
2977 -2985	sand, gray, fine-grained, hard, containing numerous shale laminae, very shaly 2979.5-2984
2985 -2990	shale, black, hard and sandy
2990 -2992	sand, gray, fine-grained, hard, very shaly
2992 - 3050*	Recovered 58'
2992 -2996	sand, gray, fine-grained, hard, containing numerous shale laminae, very shaly 2992-2993
2996 -3007	sand, gray, fine-grained, firm, with fair oil shows 2996-3003
3007 -3007.5	sand, gray, fine-grained, hard, containing numerous shale laminae
3007.5-3009.5	sand, gray, fine-grained, firm, with fair oil shows from 3007.5-3008
3009.5-3014	sand, gray, fine-grained, hard, very shaly
3014 -3019.5	sand, gray, fine-grained, firm, with fair to slight oil shows 3014-3018
3019.5-3021	sand, gray, fine-grained, hard, containing numerous shale laminae
3021 -3024	sand, gray, fine-grained and firm
3024 -3029	sand, gray, fine-grained, hard, containing numerous shale laminae
3029 -3031	sand, gray, fine-grained, firm
3031 -3050	sand, gray, fine-grained, hard, very shaly

VERTICAL SURVEYS: (Totco)

101 - 0 230 - 1/4 640 - 1-3/4 850 - 1-1/2 1074 - 3/4 1180 - 1 1257 - 1-1/2 1368 - 1-3/4

JAN 6 1969 BESSAL LAND OFFICE Page 3 - A. T. Randolph/State Well No. 5

VERTICAL SURVEYS: (Continued)

1450 - 1-3/4 1550 - 2-1/2 1610 - 2-3/4 1669 - 2-1/2 1720 - 2-1/2 1780 - 2-3/4 1954 - 2-1/2 1990 - 2-1/2 2050 - 2-1/2 2110 - 2-1/2 2200 - 3 2275 - 3 2390 - 2-3/4

2932 - 1-1/2

distributed with the design of the design of

I, Chas. W. Johnson , 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.

Chim Johnson

Subscribed and sworn to before me this 19th day of December, 1958.

MARIE S. TAPLIN

Notary Public In and for Bexar County, Texas 1728 Milam Bidg., San Antonio, Texas Commission expires June 1, 1959

Notary Public in and for

Bexar County, Texas

JAN 6 1959
CENTRAL LAND OFFITS

WELL RECORD & BLST
WELL # 5

JAN 6 1959 19

CLERK

CASOL UNAL.

This Form must be filed in District Office not later than tendays after date of completion of testor pen-alty enforced. Do not take test for period of time less than specified by field rules.

171

FORM 3 RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FURNISH ALL DATA IN FULL—DO NOT USE ESTIMATEMENT
(See Instructions on Reverse Side)

FORM 3

Date of Receipt in
District Office

AND

1-1958

FIELD NAME: Sabro (Delamere)		RRC DIST	RICT NUMBER:
(Use Field Name by which this Field designated	on current Proration Sched	iule.)	
NAME OF OPERATOR: (Use Names you will us	e on your E.B. Report in re	eporting Production	n.)
San Antania C. Payno	LEASE NUMBER:	and .	sales on the
ADDRESS: City and State)	SECTION -	BLO	OCK TOOK
P. O. BOX NO.	SURVEY TOP RR CO.	ELEVATIO	N 2992/3003*
COUNTY IN WHICH WELL IS LOCATED ROOTED	Unit Designation	Ac. in U	nit 10
Miles direction from	Orla, Texas	neare	st postoffice or town.
Date potential test commenced	, 19 Hour		9:00 A. M.
Date potential test completed	, 19 19 Hour		9:00 A. M.
Has this lease changed operating names within the last 60 days?	No No	If so, what was t	he previous operating
name?			
Has the Log of this well been filed with Deputy Supervisor?	Yes Date	Log filed Doce	mber 19, 1958
	TENTIAL TEST		
Data Necessary on Flowing Well	Data Necessary on Pun	nping Well	
Flowing pressure on csg	Make of Pumping unit _		
Flowing pressure on thg	Length of stroke used _ No. strokes per minute		
Length of test Hrs Mins.	Size working barrel		The second secon
Size choke Make choke	Length of test		
Was this well flowed for the entire duration of this test with-	Data Necessary for Bot		A STATE OF THE PARTY OF THE PAR
out the use of swab or other artificial flowing device?	Motor Size Pump Rating		
Tes	Setting Depth	Tubing Siz	e
Is this well being jetted?	Length of test Was any oil produced	from this well de	Mins.
If being jetted, how many cubic feet of gas is being used to one	from the reservoir to of any device or mean by the Railroad Con	the surface of the	e ground by the use ch is not prescribed
barrel of oil recovered?			
Oil producing during this test into (Tank or Pit)	Name of P.L. Connecti		troleum, Inc.
Date this well was last shot or acidized	No. Quarts used	If Acidize No. Gallor	ns used
Barrels of oil produced from this well since shot or treatment to t (Answer only if this Test was occasio	ime this test was started -		
Barrels of oil produced from this well from its completion date or (Applies to new and			f this test
Percent water produced during this test	Total d	lepth of this well.	3050 Ft.
Is this a test of a new well for which no previous allowable has b		New well	
Is this a plain retest (not a workover job) of a well which has a c	The state of the s	flow well	
What is the 24-hour potential at which it is carried currently on pr If this test is the result of a workover what was the nature of the	The second secon	New well	······································
Hour well completed M. Date well con	\$140294020030194189 /B.W.	,	, 19 50
			, 1,
TEST PRODI	UCTION DATA		
(Furnish Tank Numbers, Size, Avg. Bbls. pe (Indicate manner in which production arri	er Ft , and all Gauges in F	t. and In. and Bbl	s.)
DDI C GAUGE	PRODUCTION	PRODUCTION	PRODUCTION
TANK No. SIZE PER LOW HIGH FOOT	COMPUTED	99% Tank Tables	100% Tank Tables
Feet In. Feet In.	Feet In. Bbls.	1 00105	82.26
	as at suffice total filling		Will BRIDE
	house\ 82,26		
RESULT OF THIS POTENTIAL TEST (Bbls. of Crude oil per 24	_hours)	Cubic # of	(100% Tank. Tbl.)

Gravity of oil produced during this test (Corrected to A.P.I. 60 degrees) -

34.0

DATA ON WELL COMPLETION

"Notice of Intention to Drill" this well was filed in the name of	VAL VOPPORETION
Date "Drilling, Plug Back or Deepening Permit" was issued	
Is Location "REGULAR," or was "SPECIAL PERMIT" required?	ar
If special permit was secured what is permit number?	
Total number of acres in this lease	
Number of crude oil producing wells on this lease in this field, including	the well on which this potential was taken
Location of well, relative to lease boundaries of lease on which this well	is located:feet from
line and feet from line of	
Size of surface casing Number feet of sur	face casing set
A c design	oil string run
Type of tubing head Type of Bra	
Top of pay Ft. Total Depth Ft. Size	tubing run 2 3/8" NUB
Perforated from to No. Shots	No. ft. tubing run
* * *	Amt. of fuel used
Where fuel was secured	Amt. of fuel used
the District Office of the Railroad Commission not later than ten (10) of fail to file potential test in an acceptable form within the ten (10) of resulting from such test shall not extend back more than ten (10) days in the office of the Deputy Supervisor. This ten-day provision shall during the month in which it is received in the office of the Deputy Supervisor.	ays as specified then the effective date of the allowable prior to receipt and acceptance of the potential test for govern regardless of whether the potential test is taken
EACH WITNESS MUST SIGN IN HIS OWN HANDWRITING.	ttal
We, the undersigned, witnessed this test and the top and bottom ga	uges of each tank into which production was run during
duration of this test.	L Z L
May all more	A A Table
Representative of Company making test	re Drilling Company
Representative of Offset Operator for	
for	Offset Operator
Pipe Line Gauger	Pipe Line Company
Representative of the Railroad Commission	lone -
AFFIDAVIT:	मा सर्ग मं ॥ इ
I HEREBY CERTIFY that all conditions prescribed by the Railroad	
plied with and carried out in full, and that all data and facts set forth on b	ooth sides of this form are true and correct.
Chesa Jamos for	Argo Oil Corporation
Representative of Company making test	Company making test
SWORN TO AND SUBSCRIBED before me this the day o	f
MARIE S. TAPLIN Notary Public in and for Bexer County, Texas	mario of Tanl.
(Notary Seal) 1728 Milam Bidg., San Antonio, Texas	will sagein
Commission expires June 1, 1966tary Public in and for	County, Texas
Well is producing from Delaware Sand f	ormation thru perforations
2957 - 296k after being freetured with	1500 gallons Control-Frac and
2 1/2/ sand per gallon.	

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......?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

ATT

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.....feet.

Date	, 19
Name of company or operator	
Name Argo Oil Corporation	
Address	
City	
Description of farm or lease:	
Name of Lease T. Randolph/Sta	te (12714)
Number of Acres	7
Number of wells on lease	
Survey	
ElevationFeet	
Section No	57, 1-2
Sabre (Delmare)	
Located in	Field
(If Wildcat state above)	
	County
	irection from
nearest postof	fice or town.
Rotary or Cable Tools	and the Second
Date work will start drilling	THE RE RECOLVED
Depth to which you propose to drill	feet.
Date work will start deepening	
IF LEASE PRUCHASED 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

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT

NORTH

"See Attached Plat"

NOTICE

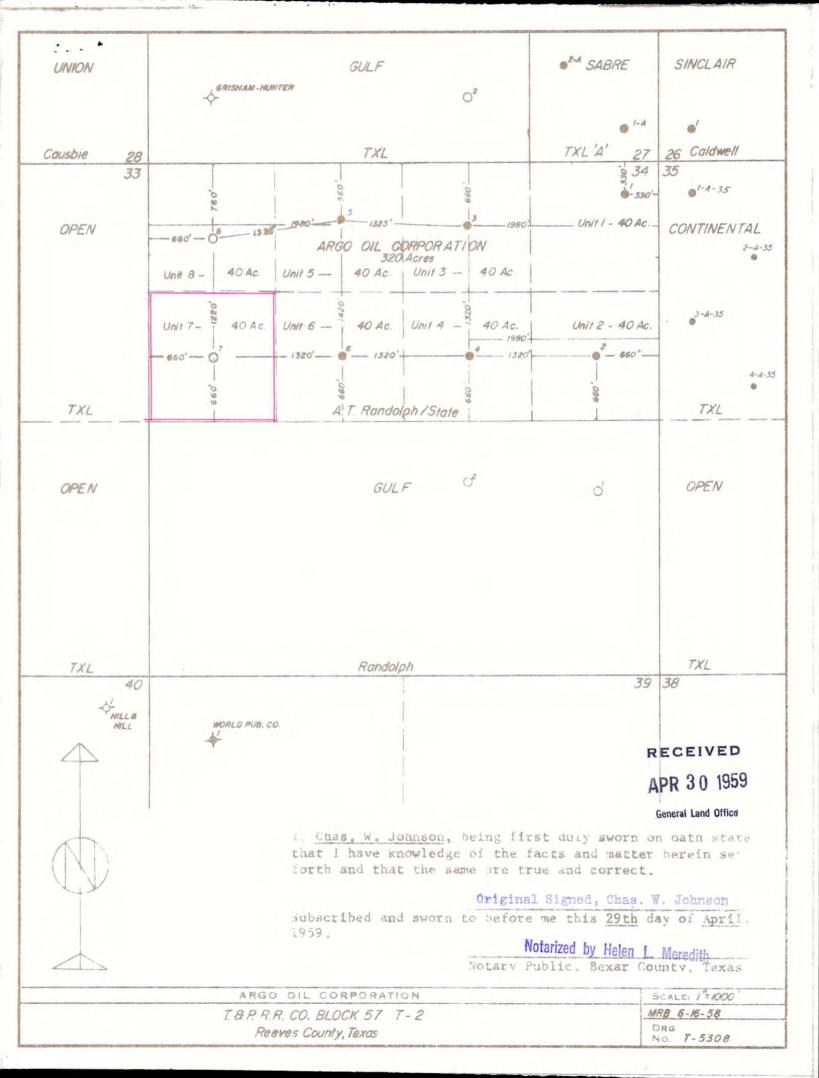
NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Board of Water Engineers, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

SOUTH

Scale of Plat. 10=1000	OUIA [SECOND		
I,, being first matter herein set forth and that the same are true and correct	duly sworn on oath, s	state that I have knowle	edge of the facts and
Name Original Signed, Chas.			
Subscribed and sworn to before me this	day ofNotarized	d by Helen L. Meredi	th
		Bexar	
Name Chas . W. Johnson Address	1729 Milas Dui	lding, San Anton	io 5, Temas

c

bn



PLED APPLICATION TO DELLE 7

WELL # 7

BILL ALCOHOL

CLEBE

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......?

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

100	V
и	163
w	-63

READ CAREFULLY AND COMPLY FULLY



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FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease......feet.

Date	
Name of company or operator	
Name Argo Gil Corporation	
Address 1728 Hilam Building	
City. San Antonio S, Texas	
Description of farm or lease:	
Name of Lease. At T. Sandolph/State (12714)	
Number of Acreswell No	
Number of wells on lease	
Survey	
ElevationFeet (ABOVE SEA LEVEL)	
Section NoBlock No	
Located in Sabre (Delayere)	
(If Wildcat state above)	
Rocves	
direction from	
nearest postoffice or town.	
Rotary or Cable Tools	
Date work will start drilling	perved
Depth to which you propose to drillfeet.	
Date work will start deepening	
IF LEASE PRUCHASED WITH ONE OR MORE WELLS DRILLED, FROM WHOM PURCHASED?	
Name	
Address	

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DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

APR 3 0 1959

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT (Be sure that all required locations, footages, distances, and scales are given.)

NORTH

1"-1000°

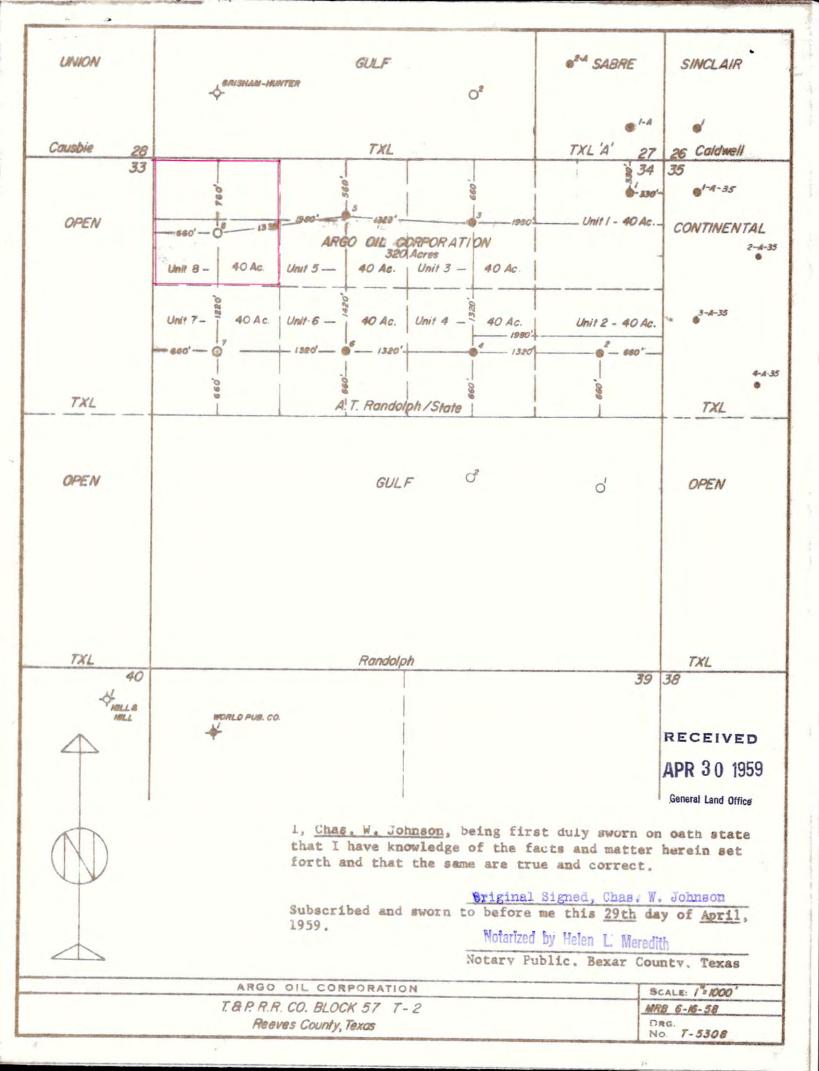
"See Attached Flat"

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 matter herein set forth and that the same are true and correct. Name Original Signed, Chas. W. Johnson Subscribed and sworn to before me this......day of...... Notarized by Helen L. Meredith Correspondence regarding this well should be addressed to: Notary Public Address 1728 Hilam Building, San Antonio 5, Texas Chas, W. Johnson



C. W	48344
	APPLICATION TO DELL + Pla
	WELL # 8
TED	APR 301959
	WS COLMI ST NER
American III	CURK

.

COMMISSIONERS ERNEST O. THOMPSON CHAIRMAN

WILLIAM J. MURRAY, JR.
OLIN CULBERSON
O. D. HYNDMAN, SECRETARY

94

Argo Oil Corporation 1728 Milam Bldg. San Antonio 5, Texas Antiroad Commission of Texas



AUSTIN, TEXAS

May 1, 1959

PERMIT TO DRILL OR DEEPEN
REGULAR LOCATION

Chief Supervisor
ARTHUR H. BARBECK
Chief Engineer
ROSS BELL
Auditor

HARRY M. BATIS

Permission is hereby granted to (drill - MANNEW as a regular location the following well for which application has been received:

Porm (Dated)	April 29, 1959		
Lease Name	A. T. Randolph/State	Well No	7 and 8
Located in	T&P RR Co., Sec. 34, Blk. 57,T-2 (Survey, Section, Block, Stc.)		
Field Name	Sabre (Delaware) County (Name shown on said Form)		Reeves

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form 1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all other such outstanding permits shall become ineffective.

LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS PERTAINS TO FORM 1 ABOVE DESCRIBED.

RECEIVED

General Land Office

cc: R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

Gen. Land Office, State of Texas Austin, Texas Harry M. Batis Chief Supervisor Oil and Gas Division

08

FILED MAY 5-1959

CLERA

. Please refer to File No.....

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

48344 Form 1

RECEIVED

MAY 26 1959

General Land Office

ATT

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.

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FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR:

Nearest distance from proposed location to property or lease line.....feet.

Distance from proposed location to nearest drilling, completed, or applied for well on same lease......feet.

Date25,	19
Name of company or operator	
Name Argo Oil Corporation	
1728 Milam Suildin	8
Address Texas	
C1ty	
Description of farm or lease:	2.23
Name of Lease T. Randol	ph/State
320	9
Number of Acres	
Number of wells on lease	oenered man
T 6 P BR Co. Du	Lavare sand
Survey	
Elevation	Feet
(ABOVE SEA LEVEL)	
34	37, T-2
Section NoB	ock No
Located in	
(If Wildcat state above)	
Reeves	County
	direction from
Orla, Tenas	t postoffice or town
HOCAY	7
Rotary or Cable Tools	
Date work will start drilling.	When permit is received
Date work will start diffilling.	1600
Depth to which you propose to o	
n	men permit is
Date work will start deepening.	
IF LEASE PRUCHASED WITH ONE OR MO	RE 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

* This well to be drilled to a depth not to exceed 1600' to explore the Castile formation and will not be drilled to or produced from the Delaware Sand which is productive in Well No. 4

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given.)

NORTH

WEST

'See Attached Plat'

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

17 m 1000 f	OUTH	water	sands mus	t be protec	tea.
Scale of Plat, being first	dulu amana	on oath	state that T	have knowledg	e of the facts and
matter herein set forth and that the same are true and correc	t. W. John	son			
7.82		130.9		Title	
Subscribed and sworn to before me this	day of				, 19
Correspondence regarding this well should be addressed to:				***************************************	Julia Fuller
Chas. W. Johnson	Notary F	ublic	uilding,	San Antoni	County, Texas.
Nama Address					

UNION	ORISHAM - HUNTI	GULF	0.2	© ^{2-A} SABRE	SINGLAIR
				TXL 'A' 27	26 Caldwell
Cauabie 28		TXL		34	35
OPEN	Ó	ed ARGO OIL CO	ORPORATION		CONTINENTAL
		320 Acre	<u> </u>		
	ં	්	40 Ac.	1980 '	63-A-S8
TXL		A.T. Randolph	/State		TXL
	Delaware tests.	Sand or are proincied in green a test.	oposed Delawar	re Sand	
TXL	Delaware tests. Well enc:	Sand or are proinced in green test.	is proposed (re Sand	Reeves'H'Fee
TXL 40	Delaware tests. Well enc:	Sand or are pro	is proposed (re Sand	
40 ++mua	Well enc: formation World Pus.co. I, Chas. W. state that I	Sand or are proinced in green test.	is proposed (Castile 39 orn on oath, and matter	38
40 \$\dag{\tau_ML8}	World Pus.co. I, Chas. W. state that I herein set f correct.	Johnson, being have knowledge orth and that to	is proposed (castile Castile orn on oath, and matter rue and th day of Natery Public Ir y, Texas 1728 Milam	38
40 \$\dag{\tau_ML8}	I, Chas. W. state that I herein set f correct. Subcribed an May, 1959.	Johnson, being have knowledge orth and that to	first duly swoof the facts he same are this 25	castile Castile Orn on oath, and matter rue and th day of Notery Public Ir y, Texas 1728 Milam Gommisch	MAY 26 1959 Wental Land Office San Autonio Locas

M. F.	APPLICATION T	ODELL & C
	WELL # 9	
FILED	MAY26 1	959 x
equipment of the second	**	COMMESSIONAL
	100	CT. NO.

General Land Office

ARGO OIL CORPORATION

(12714) A. T. RANDOLPH/STATE WELL NO. 7

LOCATION: 660' from West Line and 1980' from North Line of N/2 of Section 34, Block 57, T-2, ThP RR Co. Survey, Sabre (Delaware) Field, Reeves

County, Texas

DRILLING COMMENCED: May 12, 1959 DRILLING COMPLETED: May 20, 1959

ELEVATION: 2981/2990.2'

CONTRACTOR: Lastherwood Drilling Company, P.O. Box 925, Jacksboro, Texas.

DRILLER'S LOG:

0- 9.20 Ground level to KDB

9.20- 357 Surface Beds (Gray Shale at 275')

Ren and cemented 9-5/8" od casing at 356.83" with 250 eachs Regular Neat.

Tested casing with 8000 for 30 min. Tested O.K.

357- 603 Red Red, sand, anhydrite and gypsum

603- 685 sand, anhydrite and gypsum

885- 1154 anhydrite, shale and sand

1154- 2738 anhydrite

2738- 2932 anhydrite and lime

2893- 3009 SEE CORE RECORD

3009 - Total Dapth

Ran and comented 4-1/2" od production casing at 3007.00' with 200 sacks 50 - 50 Pozmix '8' 6% Gel., 50 sacks 50 - 50 Pozmix '8' 2% Gel. and 25 gallons Latex.

Tested casing with 10000 for 30 min. Tested O.K.

Ran Gamma Ray and Neutron logs.

Perforated 2914' - 2924' (L.N = D.M) with 4 jets per foot.

Landad 2-3/8" EUE tubing at 2884.32"

Spotted 250 gallons and acid on perforations and fraced with 1500 gallons Control-Frac. plus 1-1/20 send per gallon.

well kicked off and flowed.

CORE RECORD:

2893- 2951' Recovered 58'

2893- 2896 shale, black, bard.

2696- 2899 sand, gray, fine-grained, containing numerous shale leminae.

2899- 2901 shale, black bard,

2901- 2913.5 sand, gray, fine-grained, hard, containing numerous shale laminate with laminated oil shows 2907.5-2913.5. Very shaly 2901- 2907.5.

General Land Office

CORE RECORD: (Continued)

2913.5	*	2928	eand, gray, fine-grained, friable, with good oil shows 2913.5-2915, 2916-2926, and 2927-2928. Calcareous and
			hard 2915-2916 and 2926-2927.
2928	4	2938	send, gray, fine-grained, hard, containing numerous shale
			laminae, with laminated oil shows 2928-2932. Very shaly
			from 2932-2938.
2938	196	2939	shale, black, hard.
2939		2945.5	sand, gray, fine-grained, hard, containing numerous shale
mq == ===			laminae. Very shaly 2939-2944.5.
2945.5	100	2946	shale, black, hard.
2946		2951	sand, gray, fine-grained, friable, with slight oil shows.
E Sweet	-	2347	exists Srull sense Senseness senses and according and annual
2951	im	2009	Recovered 58*
do or me ab	-	2007	Employ Tankan gra
2951	40	2954	sand, gray, fine-grained, friable, with slight oil shows.
2954		2974	sand, gray, fine-grained, hard, containing muserous shale
W 2-76-0	200	201.4	lamings with Laminated oil shows 2965-2974. Very shaly
			from 2954-2959. Slightly shaly 2969-2974.
0.000		0000 0	EEOR ETSPETST DESIRES GREAT AND STOP SALE ALL WHOMAS
2974		2988.5	sand, gray, fine-grained, friable, with fair oil shows.
2988.5	*	2990	shale, black, sandy
2990	400	3009	sand, gray, fine-grained, hard, containing numerous shale
			laminus and a 4" streak of shale at 2992.5.

VERTICAL SURVEYS: (Totco)

160	-	1/2
603	66	1
750	19	1-1/4
902	400	1-1/2
1022		1-1/2
1262	da	2
1410	nis	3/4
1555	54	Ł
1710	-	3/4
1090		1/4
2016	104	1/4
2188	300	3/4
2337	***	1
2482	de	1
2633	600	0
2620	-	2
2825	-	1

MAY 29 1959

General Land Office

to disclosive disclosive da describidados de disclosive de

I, Chas. W. Johnson, being first duly sworn on eath state that I have knowledge of the facts and matter berein set forth and that the same are true and correct.

ORIGINAL SIGNED, CHAS. W. JUHNSON

Subcribed and sworn to before me this 28th day of May, 1959.

Notarized by Julia Fuller

Hotary Public in and for Besar County, Texas

UNION	GULF GRISHAM - HUNTER 2	ABRE	SINCLAIR
		●/-A	• '
Causbie 28	TXL TXL		26 Caldwell 35
33		(a')	⊕'-A-35
	(a) (b)		
OPEN	©		CONTINENTAL
	ARGO OIL CORPORATION		
	320 Acres		
4	OAC UNIT 7		63-A-35
	-esp(G)	2	
	50 1800'		•
TXL	A. T. Randolph/State		TXL
	a. I. Numorphy State		
			ou cons
OPEN	° GULF €	•′	TXL OIL CORP.
	Well encircled in green is proposed Castile formation test.		
TXL	Randolph/State		Reeves H Fe
40		39	38
+mula			
MILL	WORLD PUB.CO		
1			
NI	I, Chas. W. Johnson, being first duly sworn on o	oath.	
1. N	state that I have knowledge of the facts and man		
	correct. Original Signed, Chas. W. Johnson		
)	Subcribed and sworn to before me this 28th day	of.	RECEIVE
,	May, 1959. Notarized by Julia Fuller		MAY 29 195
	Notary Public, Bexar County, Texa	1.8	General Land Office
	ARGO OIL CORPORATION	The state of the s	GALE: 1"=1000
	T. B PR.R CO. BLOCK 57 T- 2	1	rv 5-25-59
	Reeves County, Texas	N	

M. F. 48344 Drillers Sof + 1 FILED MAY 1959 COMMISSIONER

CLERK

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Form 2 Well Record

FREEIKEN

File No. ##\$	108	1			SSION OF T	2.2.2.2	Scheral Land Office Well Record
Operator	Argo Gi	1 Corpora	eioa		Address 1728	Hilas Bu	ilding, San Antonio 5, Texa
County	Recres		Survey	Ter er	© Block	No. 57.	Sec. No. 34
Lease Name	(12714) A	. T. Rand	iolph/Stat	100	Well	No7	Elevation (Above Sea Level)
Form 1 (Notic	e of Intention	to Drill) Was	s Filed in Na	mė of	Argo 0	il Corpo	ration
Is this a NEW W	ELL? Ye	8	DEEP	PENING?	No	or a	a WORK-OVER?
If this is a NEW	WELL, show wh	nen drilling con	menced and wh	en drilling v	vas completed.		
(Work-Over) C (Drilling) C	commencede regarding t	his well should	ld be sent to:	19 : Name	(Work-Over) Com	pleted	ad and when completed.
-	PUT IN			DOUT	LEFT IN		1
SIZE	Ft.	In.	Ft.	In.	Ft.	In.	PACKERS AND SHOES
4 1/8	3007.	00 w/200	on 50-50	r neac	181 3007	-00	Larkin float collar
	6% Ge	L, 30 sx	50-50 Pea	min '8'	2% Get 6 2	5 gal	and guide shoe
2 3/8"	2004.	34			2884	.33	
			377,28				lbs. per square inch
Initial Product			*****************				
Is this an OIL		Yes	, а (GAS well?.	No	, or a	Dry HOLE?
	DESCRIPTION	ON OF PRO NORTH	PERTY		Well produ		AL REMARKS Delaware Sand formation
							a 2914-2924' after being
					fraced u/1	500 galle	mas Control-Frac plus
WEST	ee Attach	ed Plat'		EAST	140 sand p	er gallon	
				1.0			
				**			

w

ford

This Form must be filed in District Office not later than ten days after date of completion of testor penalty enforced. Do not take test for period of time less than specified by field rules,

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION General Land Courses

FURNISH ALL DATA IN FULL-DO NOT USE ESTIMATES
(See Instructions on Reverse Side)

MAY 25 1959 FORM 3
Potential Test Form Date of Receipt in District Office 1-1958

FIELD NAME: (Use Field Name by which this Field des	ignated on current Proration Schedule.) RRC DISTRICT NUMBER: -
NAME OF OPERATOR: Argo 011 Corporation	
NAME OF OPERATOR: (Use Names you	will use on your E.B. Report in reporting Production.)
San Antonio E. Towas	20, 102, 102, 102, 102, 102, 102, 102, 1
ADDRESS: (City and State)	SECTION BLOCK
P. O. BOX NO.	SURVEYELEVATION
COUNTY IN WHICH WELL IS LOCATED direc	Unit Designation Ac. in Unit tion from nearest postoffice or to
Date potential test commenced	, 19 9 Hour 8:00 A
Date potential test completed	, 19 Hour 3400 P
Has this lease changed operating names within the last 60	
name?	o days? n so, what was the provious opera-
	Date Log filed May 28, 1959
Has the Log of this well been filed with Deputy Supervisor	Date Log med
Data Necessary on Flowing Well	ON POTENTIAL TEST
Flowing pressure on csg 350	Data Necessary on Pumping Well Make of Pumping unit
450	Length of stroke used
Flowing pressure on tbg	No. strokes per minute
Length of test Hrs	Mins. Size working barrel Hrs Mrs Hrs Mrs M
Size choke Make choke	Data Necessary for Bottom-Hole Centrifugal Pumping Wells
Was this well flowed for the entire duration of this test	with- Motor Size H.P. Pump Model
out the use of swab or other artificial flowing device?	Pump Rating B.P.D. Total Fluid at H
100	Setting DepthTubing Size
Is this well being jetted?	Length of test Hrs N Was any oil produced from this well during this test lift
	from the reservoir to the surface of the ground by the u
If being jetted, how many cubic feet of gas is being used	to one of any device or means the use of which is not prescrib by the Railroad Commission in establishing potential
barrel of oil recovered?	0-1-0-1-0
Oil producing during this test into (Tank or Pit)	Name of P.L. Connection
Date this well was last shot or acidized	If Shot No. Quarts used No. Gallons used
Barrels of oil produced from this well since shot or treatm (Answer only if this Test was	202
(Answer only if this Test was	date or reworked completion date to the beginning of this test
(Applies to	date or reworked completion date to the beginning of this test new and reworked Wells only.) s test Total depth of this well
Is this a test of a new well for which no previous allowab	1.632
	There was 17
	has a current allowable assigned?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current	has a current allowable assigned?
Is this a plain retest (not a workover job) of a well which	tly on proration schedule?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature	tly on proration schedule?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature	tly on proration schedule?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date	tly on proration schedule?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date to TEST	tly on proration schedule?
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date of the Complete Action of the Complete Ac	tly on proration schedule? e of the job? well completed
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed	tly on proration schedule? e of the job? well completed
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date of the Completed Service of the Complete Service of the Com	tly on proration schedule? e of the job? well completed
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date TEST (Furnish Tank Numbers, Size, Avg. (Indicate manner in which product TANK No. SIZE BBLS. PER LOW HIGH FOOT	tly on proration schedule? e of the job? well completed
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date of the Completed Service of the Complete Service of the Com	tly on proration schedule? e of the job? well completed
Is this a plain retest (not a workover job) of a well which What is the 24-hour potential at which it is carried current If this test is the result of a workover what was the nature Hour well completed M. Date of the Completed Service of the Complete Service of the Com	tly on proration schedule? e of the job? well completed

DATA ON WELL COMPLETION

"Notice of Intention to Drill" this well was filed in the name o	Africo CLL CopynomicLion
	The A Adda
Date "Drilling, Plug Back or Deepening Permit" was issued	
Is Location "REGULAR," or was "SPECIAL PERMIT" require	
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
Location of well, relative to lease boundaries of lease on which	ch this well is located;feet from
	line of the A. T. Randolph/State
9 € /60 ad	r feet of surface casing set
à 1/2° oi	r of feet of oil string run
600	ASS
Type of tubing head	Type of Bradennead
N/ W/ 5/1943	Ft. Size tubing run
Perforated fromtoNo. Shots	Characterist & A
Kind of fuel used to drill this well	Amt. of fuel used
Where fuel was secured	one days
during the month in which it is received in the office of the	vision shall govern regardless of whether the potential test is taken the Deputy Supervisor or any prior month.
	nd bottom gauges of each tank into which production was run du
duration of this test.	and bottom gauges of outer tank sitto which production was fair du
1 May 764. (DM)	
I cold of Allano	
Representative of Company making test	
1, 16 1 5288m	for Sabre Drilling Company
Representative of Offset Operator	for Sabre Drilling Company Offset Operator
1, 16 1 5255 m	Offset Operator
Representative of Offset Operator Lea Lander Pipe Line Gauger	Offset Operator
Representative of Offset Operator	Offset Operator
Representative of Offset Operator Pipe Line Gauger Representative of the Railroad Commission AFFIDAVIT: I HEREBY CERTIFY that all conditions prescribed by	for Pipe Line Company the Railroad Commission of Texas for this potential test were
Representative of Offset Operator Pipe Line Gauger Representative of the Railroad Commission AFFIDAVIT: I HEREBY CERTIFY that all conditions prescribed by	for Pipe Line Company the Railroad Commission of Texas for this potential test were
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Asilroad Commission of Texas OIL AND GAS DIVISION

COMMISSIONERS ERNEST O. THOMPSON CHAIRMAN WILLIAM J. MIRRAY. JR.

OLIN CULBERSON O. D. HYNDMAN. SECRETARY

AUSTIN, TEXAS May 27, 1959

Chief Supervisor ARTHUR H. BARBECK Chief Engineer ROSS BELL

PERMIT TO DRILL OR DEEPENRECE (V REGULAR LOCATION 1959

Argo Oil Corp. 1728 Milam Bldg. San Antonio 5, Texas

General Land Office

REGULAR PROVIDED THIS WELL IS NEVER COMPLETED IN THE SAME RESERVOIR AS ANY OTHER WELL CLOSER THAN 933 " IN THIS

for which application has been received:

Form (Dated)	May 25, 1959			
Lease Name _	A. T. Randolph-State	Well	No	9 .
Located in _	T&P RR Co. Sec. 34 Blk. 57, T-2			
Field Name	Wildcat County (Name shows on said Form)			Reeves

Should the applicable Commission spacing rule be changed prior to commencement of actual drilling operations so that the designated location thereby becomes irregular, then the above permit is rendered ineffective and a special Commission permit will be required to carry out such operation at the location shown.

Based upon the representations made on the above Form 1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date hereof, with the provisions of the applicable Commission spacing rule subject to the limitations, if any, set out below. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as Regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of Form 1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual process of carrying out this indicated operation is first begun shall prevail, and all ot ing permits shall become ineffective. HCW

LIMITATIONS ON REGULARITY OF OPERATION AT INDICATED LOCATION AS FORM 1 ABOVE DESCRIBED.

cc: R. R. Ullstrom/Denver

R. O. Price/Midland

J. J. Bailey/Midland

General Land Office State of Texas Austin, Texas

Yours very traly.

MB JF Harry M. Bati JC Chief Supervis MS

CWJ 3

Oil and Gas D

M. F. 48344

Cermit & Drill

FILED -MAY 28 1959 19

COMMISSION STORY

COMMISSION STORY

Den Land

Gas-Oil Ratio Report Form GO-2



RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

48344

1728 MI	l Corporati lam Buildin	on V			MOI	O HTV	F	Ji	une		,	19.59
ADDRESSSan Ant	onio 5, Tex	as C					DESIG	NATE	TYPE RE	EPORT B	Y "X"	
FIELD Sabre (Delaware)				ROU	TINE	TEST	AFTE	ER POT	ENTIAL	i.	
COUNTY Reeves					SPE	CIAL	TEST					
DISTRICT.					OTH	ER R	EQUIR	ED T	ESTS			
MAKE SEI	PARATE REPO	RT FO	R EACH		D—REA		TRUCTI	ONS O				
LEASE	Well Date of No. Test	Pro- ducing Method	Choke Size	TBG.		SG.	Hours	Allow. Bbls.	Water Bbls.	Oil Bbls.	Gas M. C. F.	Gas-Oil Ratio Cu. Ft. Per Bbl.
A. T. Randolph/State	7 6-24-9	9Flow	12/64	475	380	380	24	75	11.75	78.33	31.254	399/1
							JUI	CEIV	1959			

(THIS REPORT SHOULD BE FILLED OUT BY OPERATORS ONLY WHEN ORDERED BY THE COMMISSION)

INSTRUCTIONS

This report shall be mailed in duplicate to the office of the Deputy Supervisor of the District in which the well is located

later than the fifteenth day of the month immediately following the month covered by this report.

List all gas production figures in MCF (thousands of cubic feet) measured at a base pressure of 14.65 pounds per square inch, absolute, and a standard base and flowing temperature of 60 degrees Fahrenheit; correction to be made for pressure according to Boyles Law, and for specific gravity according to test made by the Balance Method. All ratio tests submitted to the Commission on this form shall be made by a person qualified by training or experience to make such tests, and the methods of gas measurement used shall be those described in the pamphlet, "Method for the Determination of the Volume of Gas in Computing Operating Gas-Oil Ratios," issued by the Commission, January, 1939, revised November 1, 1948; or methods of at least equal accuracy.

Show all data requested for each well separately, and determine the gas-oil ratio according to the following procedure:

(1) GENERAL. For all gas-oil ratio tests submitted to the Commission on Form GO-2:

The volume of gas used in computing the gas-oil ratio and reported as being produced during the test (except tests on gas lift or jetting wells) shall be the total volume of gas produced from the well in the 24-hour period ending with the time when the well is closed in at the conclusion of the test. This total volume of gas shall

include all gas withdrawn from the casing as well as that produced through the tubing.

The amount of oil produced during the test shall not be less than the well's then current daily allowable (if the well is capable of producing its allowable) and shall not exceed the daily allowable by more than ten per cent, except that in the case of a well having an allowable already penalized due to its gas-oil ratio, the operator may select any rate he desires between the penalized allowable and 10% above the unpenalized allowable (Allowable calculated from the allocation formula.) However, the Commission will not set any allowables greater than the actual amount of oil produced on the test.

(2) FLOWING WELLS THAT ARE PRODUCED CONTINUOUSLY: The oil flow shall be stabilized during the 24-hour period immediately preceding the test at a rate fixed as nearly possible to the well's allowable as shown on the Commission's then current oil proration schedu'e. Adjustments in the rate of flow should be made during the first 12 hours of the stabilization period and no adjustments shall be made during the last 12 hours or during the time in which the well is being tested.

- (3) FLOWING WELLS THAT ARE PRODUCED INTERMITTENTLY (Stop-cocked): In computing the operating gas-oil ratio, the total volume of gas produced during the 24-hour period ending with the closing in of the well at the conclusion of the test and the total barrels of oil that are produced in order to obtain the daily oil allowable must be used regardless of the flowing time in the 24-hour period. On wells which are stop-cocked, both the closed-in casing pressure at the beginning of the test period and the closed-in casing pressure at the conclusion of the test must be shown and properly identified on the report. The closed-in casing pressure at the end of the 24-hour test period shall not exceed the closed-in casing pressure. sure at the beginning of the test period by more than six tenths (0.6) pounds per square inch per barrel of oil produced during the test.
- (4) GAS LIFT OR JETTING WELLS: In submitting gas-oil ratio tests for gas lift or jetting wells, the total input and total output gas volumes shall be reported separately. These volumes shall be properly identified and determined by continuous measurement during the test. The volume of gas used in determining the operating gas-oil ratios hereunder shall be the volume remaining after the total input gas has been deducted from the total output volume.

(5) PUMPING WELLS: In computing the operating gas-oil ratio, the total volume of gas produced during the 24-hour period ending with the closing in of the well at the conclusion of the test, and the total barrels of oil that are produced in order to obtain the daily oil allowable must be used regardless of the pumping time in the 24-hour period.

(6) DEFINITIONS: Under Producing Method, show whether well is flowing, pumping, or on gas-lift, by "flow", "pump", or "lift." Under Pressure, show the stabilized working pressures on the tubing, and casing, at the rate at which the well is tested. Under Hours, show the duration of the test in hours, and the duration of the test shall include all time the well is open for the production of oil or gas during the 24-hour period ending with the closing in of the well at the conclusion of the test. The Allowable shown shall be the daily allowable for the well at the time of the test. The Gas Production listed shall be the total volume of gas produced during the test in thousands of cubic feet (MCF). The Gas-oil Ratio required is the number of cubic feet of gas produced per barrel of oil during the test.

4.4	1- 1		a.
Signed	es Je hum	TitleOffice Manager	A SE
STATE OF TEXAS	0 1		Wa Sta
County of Bexar			1
Before me, the undersigned auth	ority, on this day personally appeared	Chas. W. Johnson	NOT T
known to me to be the	(Owner, Manager, Operator or Duly Author	rized Agent of this Company	2000
who upon his oath (or affirmation) say		25	34
stated above. That said facts as stat	t or under the supervision of affiant, in ed are true and correct; that no pertinen for the purpose of forming a basis for	t matter inquired about in said	report has been!
Subscribed and sworn to before	me thisday ofday	19	552
	(Notary Public	Besar	County, Texas)
40	Notari	zed by Julia Fuller	4

Land

· Please Refer to File No. 3 - 5308

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

48344

Company Argo Oil Corporation Address 1728 Milam Bldg.	, San Antonio 5, To
Sec. No. 34 Block No. 57, T-2 Survey Survey County	Reeves
Well No. Name of Lease A. T. Randolph/State No. of Acres 320	
Name of Field in which well is located	
Located 3 Miles SW Direction from Crls, Texas	(Nearest P. O. or Town)
Form 1, "Notice of Intention to Drill," was filed in name of Argo Gil Corporation	
Drilling Commenced	, 1959
Has this well ever produced Oil? or Gas?	
Character of Well (Oil, Gas or Dry)	03
Date you wish to Plug	
Name of Party Plugging Well Halliburton Oil Well Comenting Co. Pecos. Texas	
Correspondence regarding this well should be sent to: Name	
Address 1728 Milam Building, San Antonio 5, Texas	
Initial Production of Gas: Volume (MCF) None 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 by the Deputy Supervisor of district in which well is located.	forms will be furnished
NOTE: If no log available, so state and give all information that can be obtained to as total depth, wh ducing formation, water sands, and as near as possible date well was drilled.	ether or not cemented, pro-
General Remarks: Well BA	

RECEIVED

FILL OUT FORMATION AND AFFIDAVIT ON REVERSE SIDE

JUN 17 1959

General Land Office

4:

FORMATION RECORD

Show All Formations, Especially All Sands and Character and Contents Thereof

FORMATIONS	TOP	воттом	REMARKS
		-	
		-	
	-	1	
			See attached Driller's Log, Core Record,
			etc.
	-		
		1	
			1. /
			1,10
			1 0
			0.1
1 ,	1		
			BON SIN
			M8W 131818
		-	
			0 8 1 1
	-		2 63
			E 9
			, ,
	1		
Method of shutting off water	ment Plugs	Ta	water completely shut off?
Amount of water with oil	me	IS	cont
I, Chasa W. Johnson	a that I have lene	wledge of the f	acts and matter herein set forth and that the same are true
	, that I have kno	wieuge of the f	acts and matter refer set forth and that the same are true
nd correct.			Representative of Company.
	3.00	Sa.	
Subscribed and sworn to before	me this	day of	
	JULIA FULLER		Julia Oule
Notary Pr	iblic, Bexar Coun	ty Tayae -	Notary Public
tiolary 10	and ponds obuit	il iovas	County, Texas.

Please Refer to

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

48344 Form 4
Plugging Record

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

company Argo	Oil Cor	poration		Addr	ess 1728 1	Gilam Buil	lding, San Antonio 5, Texas
ec. No. 34		Block No.	7, T-2	Survey	T&P RR	lo. Co	ounty Reeves
ell No.	Na Na	ame of Lease	A.T. Re	indolph/Sta	te	No. *c	of Acres 320
ame of Field	in which we	ell is locat	ed Wilde	eat	4110	_ Date well	was plugged June 6 , 1959
orm 1 (Notice	of Intent	ion to Drill) Was Filed	d in Name of _	Argo 01	Corporat	ion
haracter of W			nletion. (nil None	bbls: G	as None	Cu. Ft.: Dry Yes
mount well pr				(Initial Produ	Gas None	(Initial Produ	ction) None bbls.
as this well							
otal Depth				producing sand	None 1	ound	feet.
							Commission? Yes
as the well I	illed with	mud-raden r	Iuiu, acco.	ding to regul	actons of c	le hallload (
ow was mud ap	plied? Pu	mps					
ere plugs use	-		so show a	ll shoulders l	eft for cas	ing, depth of	f each, and size of casing, size
The second second				amount of cem			
ement plug	set at	15 sxs 15	03-1437	30 sxs 95			-403; 10 sxs 74-44 &
0 sxs top					1		
SIZE PIPE	PUT IN	WELL In.	Ft.	LED OUT	Ft.	N WELL	PACKERS AND SHOES
8-5/8"	74		405 sxs		74	00	
			at W/2%			77	40.00
							RECEIV
					1		HIN 17
show depth fou	nd and thi	ckness of al	l water, o	il and gas for	mations N	one Found	30111
							General Land
Manner of conf set cement The names of a Gulf 611 C	fining all plugs. djacent le	oil, gas or ase, royalty	water to s and lando	wners with the	eir addresse	ith heavy	stance as follows:
argo orr c	orborari	ion, if co	PLLACE DI	uilding, Sa	III AMEONA	J, Leant	
Was notice giv	ven before	plugging to	all availa	ble adjacent	lease owners	as required	by Rule 10?Yes
L. Chas.	W. John	ison	, be	ing first duly	y sworn on o	ath, state th	hat I have knowledge of the facts
~,				ame are true		A CONTRACTOR OF THE PARTY OF TH	
				Oh	10	Lura	, Title Office Manager
			Na	me	ng	-	_ , Title
Subscribed and	sworn to	before me th	is 15tl	day o	of_	June	. 19 59
all		alo ul	JULIA 1		, (Julia	Duller
		Notary		xar County, Tex	(88 Notary Pu	blic Bexs	. County, Texas
Correspondence	e regarding	this well s	should be a	ddressed to:			
	W. John	1000		2.4	179	2 Md Lam Re	ilding, San Antonio 5, Tex

M. F.	48344
Plugging	Medera Acces and
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	COMMISSIONER
	CLERK

AFFIDAVIT ON CEMENTING

STATE OF TEXAS)	SS		48344
P O Blobey	, BEING OF LAWFUL	AGE, DO STATE THAT	AM EMPLOYED
BY THE HALLIBURTON OIL WELL	CEMENTING COMPANY IN TH	E CAPACITY OF	Paeldmon
AND THAT ON 6 SO DAY OF	- , 195 <u> </u>	, THE HALLIBURTON OIL	WELL
CEMENTING COMPANY RENTED EC	QUIPMENT AND PERSONNEL TO	Argo 011 Company	
FOR THE PURPOSE OF CEMENTIN	(Production, Protection	, SURFACE)	
Rocyne Co	DUNTY, TEXAS. INFORMATION	N PROVIDED ME BY THE CI	USTOMER
O.D., SET INFEET.	INCH DRILLED HOLE	E, AND THAT CASING DEP	TH SET W. S
· · · · · · · · · · · · · · · · · · ·	SACKS Remiler	ADMIX	RECEIVED
	SACKS	ADMIX	JUN 17 1959
	SACKS	ADMIX	General Land Office
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JNDER THE DIRECTION, SUPERV	AFFIAN	CUSTOMER IT:	her NG COMPANY
74 to bli	EMPLOY		thery Miles
STATE OF TEXAS) } _)		
BEFORE ME, THE UNDERSIG	GNED AUTHORITY, ON THIS D	AY PERSONALLY APPEARED	
D di Réphese	TO ME TO BE THE PERSON WHO		
NOWLEDGE AND BELIEF THE FAC	TS AS RECITED ABOVE ARE	TRUE AND CORRECT.	
NOTARY SEAL)		BALIC, IN AND FOR	, 195

1959

CLERK

ARGO OIL CORPORATION .

A. T. RANDOLPH/STATE WELL NO. 9

LOCATION: 1980' from East Line and 2030' from the North Line of N/2 of Section 34, Block 57, T-2, T&P RR Company Survey, Wildcat,

Reeves County, Texas.

DRILLING COMMENCED:

June 2, 1959.

DRILLING COMPLETED:

June 5, 1959. 2965/2976

ELEVATION: CONTRACTOR:

Leatherwood Drilling Company, P. O. Box 925,

Jacksboro, Texas

DRILLER'S LOG:

0 - 9.20 KDB - to ground level.

9.20 - 74 Surface beds; sand & gravel.

Ran and cemented 8-5/8" od casing at 74.00' with 40 sacks Regular Neat W/2% HA 5.

74 - 562 Anhy

562 - 1430 Anhy & Gyp.

1430 - 1443 Anhy & Bolo.

1443 - 1503 SEE CORE RECORD

1503 - Total Depth.

DST No. 1

Set the following cement plugs:

15 axa 1503 - 1437

30 sms 950 - 853 (Rustler sand 430'-900') 30 sms 500 - 403

10 sxs 74 - 44

10 sxs Top of 8-5/8" casing.

Welded cap on top of 8-5/8" casing.

Well D&A.

VERTICAL SURVEYS: (Totco)

74 - 1/2

424 - 3/4

600 - 1 1/4

780 - 1 1/4

932 - 1

1085 - 1

1443 - 1

RECEIVED

JUN 17 1959

General Land Office

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48344

Page 2 - A. T. Randolph/State Well No. 9

CORE RECORD:

1443 - 1503 Recovered 60'

1443 - 1445.5 dark brown crystalline lime with fair oil shows, fair

to good porosity, good oil cut, fair odor & dull fluorescence.

1445.5 - 1448 gray, crystalline anhydrite with interbedded brown lime

stringers.

1448 - 1503 gray, crystalline anhydrite.

DRILL STEM TESTS:

DST No. 1:

1 hour DST 1390' - 1503', 5/8" x 1" chokes. Fair blow for 20 minutes decreasing to very slight blow at end of test. Recovered 90' slightly gas cut mud; 180' very slightly mud cut SW, 240' slightly mud cut SW. (510')

BHFPI - 190# BHFPF - 610#

MHSIP - 610# (30 Min.)

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I; Chas. W. Johnson, 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.

Substibed and sworn to before me this 15th day of June, 4959.

Notary Public in and for Bexar County, Texas

JULIA FULLER
Notary Public, Bexar County, Texas

JUN 17 1959

State of the state

M. F. 48344

Core Record 79

FILED JUN 171959 19

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RECOLDING

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This Fire must be filed in District Office not later than tendus after tale of completion if testor pensity on fixed Don titake out 'reperiod of time less tam specified by fieldrules

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

FORM 3 48 344

Potential Test Form
Date of Receipt in
District Office
1-1958

FURNISH ALL DATA IN FULL.—DO NOT USE ESTIMATES (See Instructions on Reverse Side)

NAME OF DEBRAION: NAME OF LEASE. ADDRESS: DO ROX NO CO. NIY IN WICH WELL IS LOCATED Unit Designation Ac. in Unit Do Rox at test commenced In Hour Do Roy at test at test commenced In Hour Do Roy at test and rear completed In Hour Date I test and rear completed Data ON POTENTIAL TEST Date Log of data well been fried with Deputy Supervisor 2 Data ON POTENTIAL TEST Date Log of the service substantial of this test with a standard of the service of the service substantial of the service substantial of the service of the service substantial of the service of t	FIFT NAME	gnated on current Proration Sche-	dule) RRC DIST	TRICT NUMBER:
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Date "Drilling, Plug Back or Deepening Permit " was issued Is Location "REGULAR," or was "SPECIAL PERMIT" required? If special permit was secured what is permit number? Total number of acres in this lesse Number of acres in this lesse Number of crude oil producing wells on this lesse in this field, including the well on which this potential was taken Executed the secured of the secured which this well is located: Interest of the secured oil producing wells on this lesse on which this well is located: feet from the secured oil secured feet form the secured of the secure of t	"Notice of Intention to Drill" this well was filed in the name of	AFRO CAL C	erporation	
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Total Depth Pt. Size tubing run Pt. Size tubing run No. Shots No. 1, tubing run Amt. of fuel used to drill this well Amt. of fuel used to drill this well Amt. of fuel used to drill this well INSTRUCTIONS: All potential test forms, NTH ALL INFORMATION REMUESTED THEREON FILLED IN, shall be lifed by the Principle of the Patient Officer 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 Officer Operator Pipe Line Gaugest Representative of the Railroad Commission AFFIDAVIT: I HEREBY CERTIFY that all conditions prescribed by the Railroad Commission of Texas for this potential test were complicated with and carried out in full, and that all data and facts set forth on both sides of this form are true and correct. Accounts of this potential test were complicated with and carried out in full, and that all data and facts set forth on both sides of this form are true and correct. Accounts of this potential test were complicated with and carried out in full, and that all data and facts set forth on both sides of this form are true and correct. Necessentative of Company washing feet Officer Operator Representative of Company washing feet Accounts of this form are true and correct. Ac				
No. Shots No. ft. tubing run Amt. of fuel used to drill this well Amt. of fuel used to drill this well Amt. of fuel used Am	Type of tubing head Typ	e of Bradenhead	0 % //Rm Tree	
Kind of fuel used to drill this well Where fuel was secured INSTRUCTIONS: All potential test forms, WITH ALL INFORMATION REDUESTED THEREON FILLED IN, shall be filled in the District Office of the Railroad Commission on tilster than fee (10) days as specified them the effective date of the silowable resulting from such test shall not extend back more than ten (10) days as specified them the effective date of the silowable resulting from such test shall not extend back more than ten (10) days as specified them the effective date of the silowable resulting from such test shall not extend back more than ten (10) days as specified them the effective date of the silowable resulting from such test shall not extend back more than ten (10) days as specified them the effective date of the silowable resulting from such test shall not extend back more than ten (10) days as specified them the effective date of the silowable resulting from such test from within the order of the silowable resulting from which test from them ten (10) days as specified than the effective date of the potential test from 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 Offiset Operator For Cache Parison Representative of the Railroad Commission AFFIDAVIT: HERBBY CERTIFY that all conditions prescribed by the Railroad Commission of Texas for this potential test were compiled with and carried out in full, and that all date and facts set forth on both sides of this form are true and correct. AFFIDAVIT: SWORN TO AND SURSCRIBED before me this the Notary Public in and for Notary Public in and for the public and public	Top of pay Ft. Total Depth Ft.	6253	99 ROBS - 1	96.9
When fuel was accured 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 when the test is commissed and, should the operator resulting from such test shall not extend back more than ten (10) days when the test is commissed and, should the operator resulting from such test shall not extend back more than ten (10) days when the test is commissed and, should the operator resulting from such test shall not extend back more than ten (10) days after to receipt and acceptance the potential test from in the office of the Deputy Supervisor. This tends y 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 underestgned, witnessed this rest and the top and bottom gauges of each tank into which production was run during duration of this test. Representative of Office Operator Office Operator Fire Line Gauger Pipe Line Gauger Office Operator Office Operator Fipe Line Gauger Pipe Line Gauger Pipe Line Gauger Fipe Line Gauger Office Operator Office Operator Office Operator Office Operator Negresentative of Company making fest AND OIL Company making lest AND OIL Company making lest May OIL Company making lest May OIL Company making lest Notary Public in and for Notary Public in and for Notary Public in and for Notary Seal) Notary Public in and for Notary Public in and for			ing run	
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the District Office of the Railroad Commission not later than ten (10) days a sher the test is completed much, should the operator fail to the potential test in an acceptable form within the ten (10) days a procured them 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 allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test from 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 rest and the top and bottom gauges of each tank into which production was run during duration of this test. Representative of Company making test Office of Drilling Soft State Operator Pipe Line Gauger Fipe Line Gaug	Where fuel was secured	All the second s		
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AFFIDAVIT: I HEREBY CERTIFY that all condutions 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 SWORN TO AND SUBSCRIDED before me this the day of 19 Notary Seal) Notary Public in and for REMARKS: RE	depresentative of offset Operator	Cactus Petrol	auna Inte	
AFFIDAVIT: I HEREBY CERTIFY that all condutions prescribed by the Railroad Commission of Texas for this potential test were completed 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 fest SWORN TO AND SUBSCRIDED before me this the day of 19 Notary Public in and for REMARKS: REMAR	Representative of the Railroad Commission			
Representative of Company making test SWORN TO AND SUBSCRIEED before me this the day of possible to the possi	I HEREBY CERTIFY that all conditions prescribed by the plied with and carried out in full, and that all data and facts set for the conditions of the conditi	orth on both sides of this	form are true and co	
Notary Seal) Notary Public in and for REMARKS: Notary Public in and for Notary Public in and fo	Representative of Company making test	C		
Notary Public in and for REMARKS: Notary Public in and for REMARKS: After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 gallers Control-Tree plus 1 1/2/ After being freed w/1500 ga		_ day of	<i>y</i>	
Notary Public in and for Proceed in the Process of the Post of the				iar
after being freed w/1500 gallers Control-Free plus 1 1/24 and ar safe # 500 MANUAL TO SEE THE	(Nutary Seal)	Reman	-	11/ 1 1 2
after being freed w/1500 gallers Control-Free plus 1 1/24 and ar safe # 500 MANUAL TO SEE THE	Notary Public in and	for		-Marely, Texas
after being freeed w/1600 gallers Control-Tree plus 1 1/2/ sant per gallers &	Well producing from Delevers Sand	formation theme	h newfared ton	7. 6 7 7
COMMISS AS A S	NEMARKS.			9 9
COMMUSS.	after being fraced w/1500 callers	Control-Free plu	a 1 1/2/ east	BET EREINE
				2 2 2 2
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	$(x_1, x_2, \dots, x_n) = (x_1, x_2, \dots, x_n) + (x_1, x_1, \dots, x_n) + (x_1, x$		H H	317 8 1
			周二	

48344

File No. T-5308

CAILROAD COMMISSION OF TEXA. OIL AND GAS DIVISION

Form 2 Well Record

Operator	Argo Oil Corpor	ation	Add:	ress 1728 1	tilam Bu	ilding, San Antonio 5, Tex
County	Rooves	Survey T&	P RR Co	Block	No. 57. 7	P-2 Sec. No. 34
ease Name	(12714) A. T. Ran	dolph/State	· · · · · · · · · · · · · · · · · · ·	Well	No7	Elevation 2981/2990.2
ame of Field	in which well is located	Sabre	(Delaw	rare)		
orm 1 (Notice	of Intention to Drill) Wa	as Fried in Name of		Argo Oi	1 Corpor	ration
this a NEW WE	LL? Yes	DEEPENIN	G2	No	or a	WORK-OVER?
this is a NEW V	WELL, show when drilling co	amenced and when dr	illing was c	ompleted.		
this is a PLUG	-BACK or DEEPENING opera	ation to a different res	servoir, sho	w when work-or	er commence	d and when completed.
(World Co	mmenced May 12	5	9 (323	Compl	eted Ma	ry 20 59 1728 Milam Buildin
rrespondence	regarding this well show	ld he sent to: Nan	ne Cha	s. W. Joh	n søn	Address San Antonio 5, Tex
s an allowab	le been assigned to this					ann ar an
SIZE	PUT IN WELL Ft. In.	PULLED OU	In .	LEFT IN	WELL In.	PACKERS AND SHOES
9 5/8"	356.83 w/250	Annual Control of the		356.	NAME OF TAXABLE PARTY.	Larkin guide shoe
4 1/2"	3007,00 w/200			-		Larkin float collar
	6% Gel, 50 ex	50-50 Pommix	181 2%			and guide shoe
2 2/04	2204 22			200/	Latex	
2 3/8"	2884.32			2884.	32	
tial Production	on of Gas-Volume	one 24	CF hrs. Press	sure		lbs. per square inch
this an OIL v	vell? Yes	, а GAS	well?	No	, or a	Dry HOLE? No
1	DESCRIPTION OF PRO	PERTY			GENERA	L REMARKS
			We	ll produc	ing from	Delaware Sand formation
			th	rough per	forstion	s 2914-2924' after being
			fr	aced w/15	00 gallo	ns Control-Frac plus
'Se	ee Attached Plat'		EAST 11	sand pe	r gallon	•
						RECEIVED
						AUG 18 1959
						General Land Office

FORMATION RECORD

Show All Formations, Especially All Sands and Character and Contents Thereof

And the second district th	Formations, Especially	ROTTOM	Character and Conten	REMARKS
FORMATIONS	101	BC-11-7-4		
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			and a state of the late of the	
			See attached dr	iller's log, core
			record, etc.	
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A CONTRACTOR OF THE PROPERTY OF				
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			4.2	A CAN A CAN INCIDENT AND ADDRESS OF THE PARTY OF THE PART
		- 44		
		100		
			and the second s	Yes
Method of shit 2 off water	Cement production	n string.	er completely star of	. 185
threet water with off	None	het se	ent	
#45 15 Ection	nson			
I. Chas. w. out	state tout I have know!	edge of the fact	and matter herein se	t forth and that the same are tr
nt.			* - 1 h	Representative of Company.
			Marr	tieps chalive of Company.
Salaria La ser o l	of our me this 28th	Hary FP	May	. 10. 59
				-1 10h
			Bexar	Notary Public
			DENMA	County Tory

INION	GULF	GR. A SABRE	SINCLAIR
Couabie 28	τ_{X_L}	**************************************	26 Caldwell
33		34	35
OPEN	ARGO OIL CORPORATION 320 Acres	•	CONTINENTAL
	40AC UNIT 7	1890 62	⊕ ^{3-A-58}
7%L	AT Randciph/State		-x_
OPEN	3 GULF •		TXL DIL CUR-
	Wells encircled in red are producing from Delaware Sand or are proposed Delaware tests. Well encircled in green is proposed (Astronation test.	Sand	
TXL	Randelphy'Stell		Reeves H Fee
40 THILB	●CR(L P)& CC	39	38
+4	I, Chas. W. Johnson, being first duly swattata that I have knowledge of the facts	orn on oath, and matter	

erein set forth and that the same are true and

Original Signed, Chee. W. Johnson Subcribed ann sworn to before me this 28th day of

Notarized by Julia Fuller

Notacy Public, Sexar County, lexas

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Hadres

General Land Office

48344

ARGO OLL COMPONATION

(12714) A. T. RAEDOLPH/STATE WELL NO. 7

LOCATION: 660° from West Line and 1980' from North Line of B/2 of Section 34, Block S7, 7-2, Th? BR Co. Durwey, Sabre (Delaware) Field, Reaves County, Texas

DALLLING COMMERCED: May 12, 1959 DELLARE COMPLETED: May 20, 1959

ELEVATEON: 2981/2980.2

CONTRACTOR: Leatherwood Beilling Company, F.O. Box 925, Jacksboro, Tomas.

nerlier's LK:

0- 9.20 Ground level to KOS

9.20- 357 Surface Beds (Gray Shale at 275')

hen and commuted 9-5/3" od casing at 396.83" with 250 sacks Appular Meet.

Tested casing with 8009 for 30 min. Tested O.K.

503 Red Ded asod, anhydrite and gypsum 357 -

885 aasé, embydrite and gypeus 303-365- 1154 asbydrite, shale and send

1154- 2738 anhydrite

2738- 2932 anhydrite and lime

2893- 3009 SES COME MECORD

3009 - Total Bepth

Man and essented 4-1/2" of production castag at 3007.00° with 200 seeks 50 - 50 Powerix "S" 9% Gel., 3G sector SG - SO Personix "E" 2% Gel. and 25 gallons labour.

Tautod casing with 1900? for 30 min. Tested O.K.

Son Gamma Pay and Mautron 1080.

Performen 2014' - 2024' (Lad a Ball) with 4 jets per foot.

Landad 2-3/8" FUR tubing at 2805.32"

Sputted 250 gallene med acid on perferations and framed with 1500 gallens Constratoriace, plus 1-1/2 eand per vallen.

bound has blo beds and flowed.

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COME SECOND:

1303- 2911' secondred 58'

General Land Office

2893- 2890 shale, black, hard.

250 - 2500 sand, gray, Place protect, considing numerous shole landage.

789. - 1901 shale, black terd.

This 2013.5 send, gray, fine-grained, next, containing memorous shale Laminus with land large all olones 2007. 5-2011.9. Pary shally 2 101 - 2 17 .5.

Page 2 - A. T. Rendelph/State Well No. 7

coss secosa (Coesimos) send, gray, fine-grained, frieble, with good oil thows 2913.5 - 2928 2913,3-2915, 2916-2986, and 2927-2928. Calcareous and band 2915-2916 and 2925-2927. sand, gray, flor-grained, hard, containing memorous shale 2936 2928 lonings, with landmated oil shows 2926-2932. Very shaly from 2932-2930. shale, black, hard. ~ 2939 2938 2945.5 send, gray, fine-grained, herd, ecotaining manageus shale 2939 lamingo, Very chaly 2939-2944.5. shale, black, hard. 2946 2945.5 sand, gray, fine-grained, frieble, with alight oil shows. 2951 2944 Recovered 58° 2951 3009 sand, gray, fine-grained, frieble, with slight oil shows. 2956 2951 send, gray, fine-grained, hard, containing consecute chain 2974 2956 laminos with Louisated oil shows 2965-2974. Very shaly from 2954-2959. Alightly shaly 2969-2974. - 1988.3 send, gray, fine-grained, frieble, with fair all shows. 2974 shale, black, mendy - 2350 2963.5 acad, gray, fine-grained, bard, containing numerous shale 2990 3009 impines and a 4" stream of shale at 2992.3. VERTICAL TIMEYS. (Totto)

160		1/2
603	w	3
750	44	1-1/4
902		1-1/2
1022	160	1-1/2
1262	tria .	2
1410	tile	2/4
1335	10	1
1710	tto	3/4
1890		1/4
2016	46	1/4
2103		3/4
2337	du.	2
2482		1
2433	ite .	0
2520	40	3
2825	4	1.

Page 3 - A. T. Mandalph/State Well No. 7

COSS SECOND: (Continued)

2913.5	•	8508	send, gray, fine-grained, frieble, with good oil flame 2913.3-2915, 2916-2935, and 2927-2935. Calessaus and hard 2915-2914 and 2925-2927.
2928	de	2933	asad, gray, fint-grained, hard, containing memorane shale lemines, with leminated all shows 2986-2932. Very staly from 1932-2936.
2938	0	2939	shale, black, bord.
2939	-	2945.5	eand, gray, fine-grained, bard, centeining reseases shale lamines. Very chaly 2020-2044.5.
2945.5		2946	shole, block, bard.
2946		2951	send, gray, fine-grained, frieble, with slight oil shows.
2951	00	3009	Recovered 50°
2931		2954	sand, gray, fine-grained, frieble, with slight oil shows.
2934	*	2974	eand, gray, fine-grained, hard, containing emerges chald laminan with luminated oil shows 2966-2974. Very shaly from 2954-2959. Slightly shaly 2969-2974.
0.004		D. 200 E	the state of the s
2974		2986.3	
2963.5	·	010 m in 42	shale, black, sandy
2990		3009	aund, gray, fine-grained, hard, containing consecus shale lumines and a 6" streak of shale at 2992.5.

VENTICAL SUPPRYS: (Totes)

260	de	2/2
603	*	3
750	40	1-1/4
302	40	1-1/2
1022	de	1-1/2
1262	09	1
1410	ste	3/4
1335	-	2
1710	40	3/4
1890		1/6
2016	*	1/6
2208	100	3/4
2337	46	2
2482	40	2
2633	100	0
2830		ä
2823		8

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WELL FECOND & Plat
WELL FECOND &

DIVISION ORDER

bhpbilliton resourcing the future

To:

BHP Billiton Petroleum - Petrohawk Energy Corporation

Land Administration P O Box 22719

Houston, TX 77027-9998

(877) 311- 1443

Issue Date:

4/22/2013

Property Name:

RIO ST RANDOLPH 57 T2 34 1V

Property #:

41134826

Production:

ALL PRODUCTS

Operator:

PETROHAWK OPERATING COMPANY

Legal Description:

NORTH HALF OF SECTION 34, BLOCK 57 T&P RAILWAY CO SURVEY, REEVES

COUNTY, TEXAS. REEVES COUNTY, TEXAS (320.0000 ACRES)

CREDIT TO

Owner # 479453 STATE OF TEXAS GLO 1700 N CONGRESS AVE #640 AUSTIN TX 78701-1495

Decimal 0.06250000

Type ERI

Status RELIEVED Start Date 3/1/2013

PLEASE KEEP THIS COPY FOR YOUR RECORDS

File No	048344
DIV	/ISION ORDER
Date Filed:	04125113
Jerry E. F	Patterson, Commissioner

ARGO OIL CORPORATION

A. T. BANDOLPH/STATE WELL NO. 9

LOCATION: 1980' from East Line and 2030' from the Morth Line of N/2 of

Section 34, Block 57, T-2, T&F RR Company Survey, Wildcet,

Reeves County, Texas.

DRILLING COMMENCED:

June 2, 1959.

DEILLING COMPLETED:

June 5, 1959.

ELEVATION:

2965/2976

CONTRACTOR:

Leatherwood Drilling Company, P. O. Box 925,

Jacksboro, Texas

DRILLER'S LOG:

0 - 9.20 KDB - to ground level.

9.20 - 74 Surface beds; sand & gravel.

Ran and cemented 8-5/8" od casing at 74.00" with 40 sacks Regular Neat W/2% HA 5.

74 - 562 Aphy

562 - 1430 Anhy & Gyp. 1430 - 1443 Anhy & Dolo.

1443 - 1503 SEE CORE RECORD

1503 - Total Depth.

DST No. 1

Set the following cement plugs:

15 sks 1503 - 1437 30 sks 950 - 853 (Rustler send 430'-900') 30 sks 500 - 403

10 sxs 74 - 44

10 sxs Top of 8-5/3" casing. Welded cap on top of 8-5/8" casing.

Well DaA.

VERTICAL SURVEYS: (Totco)

74 - 1/2 424 - 3/4

600 - 1 1/4

932 - 1

1085 - 1

1443 - 1

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Fire

Page 2 - A. T. Randolph/State Well No. 9

CORR RECORD:

1443 - 1503 Recovered 60'

1443 - 1445.5 dark brown crystalline lime with fair oil shows, fair

to good porosity, good oil cut, fair odor & dull fluorescence.

1445.5 - 1448 gray, crystalline anhydrite with interbedded brown lime

stringers.

1448 - 1503 gray, crystalline anhydrite.

DRILL STEM TESTS:

DET No. 1:

1 hour DST 1390' - 1503', 5/8' x 1" chokes. Fair blow for 20 minutes decreasing to very slight blow at end of test. Recovered 90' slightly gas cut mud; 180' very slightly mud cut SW, 240' slightly mud cut SW. (510')

MIFFI - 190#

MMSIP - 610# (30 Min.)

I, Chas. W. Johnson, 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.

Substibed and sworn to before me this 15th day of June, 1939.

Notary Public in and for Basar County, Texas

5-14 - 1

one whole to the termination

OCT 27 1959

General Land Office

Driller's 207 #9

FILED OCT 27 1959 19

COMMISSIONE 3

HS

CLERK

MATE OF TEXAS				
, P C Rich	, 8£	ING OF LAWFUL AGE,	NO STATE THAT	I AM EMPLUYE
B. THE HALLIBURTOR	N OIL WELL CEMENTING	COMPANY IN THE CAP	ACITY OF Ceme	ent Fieldman
-NO THAT ON 6 th	DAY OF June	, 195 <u>9</u> , THE	HALLIBURTON O	IL WELL
LEMENTING COMPANY	RENTED EQUIPMENT AND	PERSONNEL TO ATE	Oil Company	
FOR THE PURPOSE OF	(PRODUCTIO	n, Protection, Sur	STRING O	F CASING
	BER 19, Rande			
Recyes	COUNTY, TEXAS	. INFORMATION PRO	VIDED ME BY TH	E CUSTOMER
CMPANY HIS AGENT	OR REPRESENTATIVE, S	TATES THAT THE ABO	VE STRING OF C	ASING WAS
0.0.,	SET ININC	H DRILLED HOLE, AN	O THAT CASING	DEPTH SET W .
FEET.	Plug to Abandon '	7 3/4" open hole		RECEIVE
FOR THIS CEME	NT JOB, I MIXED THE	FOLLOWING:		OCT 27 1959
	85 SA	cks Regular Neat	ADMIX	General Land Office
-	5x	CKS	ADMIX	onia onica
		СК5		
SALCULATED THAT TH	E ABOVE INFORMATION, E ABOVE VOLUME OF LEA	MENT WILL FILL UP A	AN ANYULAR HETO	SHT OF
(= : 2 :	N, SUPERVISION, AND	-)		
Flugs Set	, , , , , , , , , , , , , , , , , , , ,	TON THE SAIL	CUSTONER	Ompatty
1503 to 1437 950 to 853		AFF IANT:	to be	ihey
500 to 403		EMPLOYEE	CIL WELL CEME	NTING COMPANY
74 to 44)			
OUNTY OF Ward) 55			
BEFORE ME, THE	UNDERSIGNED AUTHORI	TY, ON THIS CAY PE	RSON-LL . APPEA	RED
	, KNOWN TO ME TO BE			
STATEMENT WHO, AFT	ER BEING DULT SWURM	PON DATH STATES:	THAT TO THE B	EST OF HIS
- NOW 1. OF AND BELLE U YEN INDER MY	F THE FACTS .S RECIT	ED ABOVE ARE TRUE Outh Day of	AND CORRECT.	, 195 9
AY SEAL)		NCTAPY PUBLIC COUNTY, TEXAS	DIN AND FOR 1	

M. F. 48344

aff of Cementing 9

FILED OUT 27 1959 19

COMM. SS. OTTER

#5

CLERK

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LOUNTY OF	1 33			
PO Had	, BEING	G OF LAWFUL AGE, D.	STATE THAT	I AM EMPLUYED
B. THE HALLIBURTO	N OIL WELL CEMENTING COM	PANY IN THE CAPAC	ITY OF COM	ent Fieldwen
AND THAT ON 6	DAY OF	, 195 g , THE HA	ALLIBURTON O	IL WELL
CEMENTING COMPANY	RENTED EQUIPMENT AND PE	RSONNEL TO AND	MI Company	
	F CEMENTING (PRODUCTION, BER ,	PROTECTION, SURFACE	CE)	
Region	COUNTY, TEXAS.	INFORMATION PROVID	DED ME BY TH	E CUSTOMER
LUMPANY HIS AGENT	OR REPRESENTATIVE, STAT	ES THAT THE ABOVE	STRING OF C	ASING WAS
	, SET ININCH D		THAT CASING	DEPTH SET W J
	Flug to Abandon 7 3			RECEIVED
FOR THIS CEMI	ENT JOB, I MIXED THE FOL			OCT 27 1959
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£	SACKS		ADMIX	
	SACKS		ADMIX	
FEET BETWEEN (S12	(SIZE)	HOLE. THE WORK	ANNULAR HEI	SHT OF
NOER THE DIRECTIO	ON, SUPERVISION, AND CON	The state of the s	USTOMER	- Company
1509 to 1437 950 to 853 900 to 603 74 to 66		AFFIANT: HALLIBURTON C EMPLOYEE	OIL WELL CEMI	Secher ENTING ROMPANY
STATE OF TEXAS) 55			
COUNTY OF	1 33			
BEFORE ME, TH	E UNDERSIGNED AUTHORITY	, ON THIS DAY PERS	ONALLY APPEA	RED
P O Rachay	, KNOWN TO ME TO BE THE	E PERSON WHOSE NAM	E IS SUBSCRI	BED TO THIS
STATEMENT WHO, AF	TER BEING DULY SWORN UPO	ON OATH STATES: T	HAT TO THE E	EST OF HIS
	EF THE FACTS AS RECITED Y HAND SEAL THIS		D CORRECT.	, 195 <u>9</u> .
NOTAR HEAL)		NOTARY PUBLIC, COUNTY, TEXAS	IN AND FOR	

copy

of 9 Cementing "9

FILED OCI 27 1959 0 19

COMMISSIONER

HS

CLERK

Please Refer to File No. 7-5308

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

. * * *

Form 2A Application To Plug and Well Record

11/2

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED FIVE FULL DAYS PRIOR TO PLUGGING

Company Argo Oil Corporation	Address 1728 Miles Bldg., Sen Ansonio 5, To
Sec. No. 34 Block No. 57, T-2	Survey The RE Co. County Recommendation
Well No Name of Lease A. T. Rando	lph/State No. of Acres 320 Elev. 2965/2976
Name of Field in which well is located Wilcat	
Located 3 Miles SW Direction	from Orla, Texas (Nearest P. O. or Town)
Form 1, "Notice of Intention to Drill," was filed i	in name of Argo Oil Corporation
Drilling Commenced have 2 , 1	19 59, Drilling Completed June 5 , 1959
Has this well ever produced Oil? No	or Gas?
Character of Well (Oil, Gas or Dry)	Total Depth 1503
pate you wish to Plug	. 19 59 .
Name of Party Plugging Well Relliburton Oil W	Cementing Co. Address Pacos, Texas
Correspondence regarding this well should be sent t	to: Name Chas. W. Johnson
Address 1728 Milam Building, San Antonio	5. Texas
Initial Production of Gas: Volume (MCF)	24 hrs. Pressure 1bs. per square inch
Initial Production of Oil: Barrels None	
Give notice before Plugging to all available Lease	Owners, as required by Rule (10).
When Plugging completed, file final Plugging Report	t, duly signed and sworn to. All necessary forms will be furnished
y the Deputy Supervisor of district in which well	
NOTE: If no log available, so state and give all informat ducing formation, water sands, and as near as possible da	tion that can be obtained to as total depth, whether or not cemented, pro- ate well was drilled.
General Remarks: Well MA	RECEIVED
	OCT 2 7 1959
	General Land Office

	See attached Driller's etc.	Control of the contro
	See attached Driller's atc.	Control of the contro
	See attached Driller's atc.	Control of the contro
	See attached Driller's atc.	Control of the contro
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	etc.	Control of the contro
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The state of the s		
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	the second second	
A LO E L		
hod of shutting off water Coment Plugg	Is water completely shut off? Yes	
ment of water with oil Mona	per cent	
Chas. W. Johnson	1	(Hall) about the second of

of and sworn to before me this. 15th day of

June

. 159

Notary Public County, Texas.

Name Chas. W. Johnson

" · en

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Company Argo										Antonio 5, Texa
Sec. No. 34										
									of Acres 3	
										June 6 1959
Form 1 (Notice										
Character of We	ell at the	time of	complet	ion: 0	(Initial Pr	oduction	bls; Ga	Initial Produ	Cu. Ft.:	Dry Yes
Amount well pro	oducing whe	n rlugge	ed: Oil	Non	bbls	, Gas	Hone	Cu. Ft	.: Water	bbls.
Has this well e										
Total Depth	1503	_feet	Tep of	each p	roducing s	and	None F	ound		feet.
was the well f	illed with	mud-lade	n fluid	, accor	ding to re	gulatio	ons of th	e Railroad	Commission?	Yes
							. "	STORY .		
How was mud ap									-	
										size of casing, size
and kind of pla										ma 74-44 6
10 axs top							Table de	WIGHT SHOP		7.3.31.3
SIZE PIPE	PUT IN				ED OUT	-	LEFT 1	N WELL	PACKI	ERS AND SHOES
	Ft.	In.		Ft.	In.		Ft.	In.	TACK!	and and one of
8-5/8"	74	00		11/27	Segular		74	00		
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			1		-				1	
set cement	ining all of plugs. diacent les	oil gas	or wate	er to st	rata: Fi ners with land, T	their	wie wi	th heavy	stance as fo	RECEIVED
erage was w	une de Espera en ace ser co	nursing ear	e e como	and the second	and and a second		202 01 17 10 100		7	Ceneral Land Office
										,autorial autorial
Was notice giv	ven before p	plugging	to all	availab	le adjace	it leas	e owners	as required	by Rule 10°	168
Ches.	W. John	aou.		, bei	ng first o	tuly sw	orn on n	ath, state t	that I have b	nowledge of the facts
un! the matter	herein se	t forth	and that	the se	mo are tr	ie and	correct			
				OH: Nam	e e			7. CULTYS	, Title O	ffice Manager
siberstoni and	l swith !	before m	e this	15ch	d)	n of				
								June		. 19 59
							tary Pul	June	2r	

Attires 1728 Miles Building, San Antonio 5, Toxas

	48344
	M. F. Pingging stesond Well E-page
	FILED _ OCT 27 1959 19
-	Sill allow
	COMMISSIONER
	98
	CLERK



CORE LABORATORIES, INC.

M-48344

Petroleum Reservoir Engineering

COM	IPANY		OIL CORPO												FIL	E NO.	7-1	-43	22		
	L		RANDOLPH	-STATE	NO. 9)			DATE		6-5	5-59			EN	GRS.	ILL	ARD	- 100	11.	
		SABRE						1	FORM	ATION	N					EV2					
		REKYE			STATE	TO	LAS	(DRLG.	FLD	MAT				co	RES_	TAM		3	1/2"	9
Loc	ATION	MEG 3	4. BLK 57	T-2-8	Tal	SUR		!	REMA	RKS_	AMA	1157721	O IN	1.1/	IS S	ALEGIE	DE	C	LID	T.	
,	SAND	<u></u>	but Co operati	onalyses, opinions in report is mode it re Laboratories, in en er profitablend	or interpreta	ficers and ea i, gas or other	ed an abserv	retiens es ed repre ume no rell er se	nd material sent the be- responsibilitied in conne	supplied b it judgment by and mak ection with	by the flien	nt te when	i, and for wise. Inc. (all is presentation used or relia	hase enclusi	re and coefficients are	opled); proper	MHYE	ORITI	. FD	***	Ŧ
7		S A L: Laminat	MPLE CHAI	RACTERIS	TICS]	0	OLITE	es 000	PR	W:Wat	BLE F	RODU Gas T	CTION]		TOTAL] —
. Dr			PERMEA	BILITY, MD	T	T pre	HDUAL	7	F							7		75	50		25
SAMPLE		DEPTH FEET	HORIZO	ntal Perm Plug	POROSITY %	SATU	RATION RE SPACE TOTAL WATER	1	PERI		DARCYS			PERCEN			811	L SAT	Own I I	ON X)
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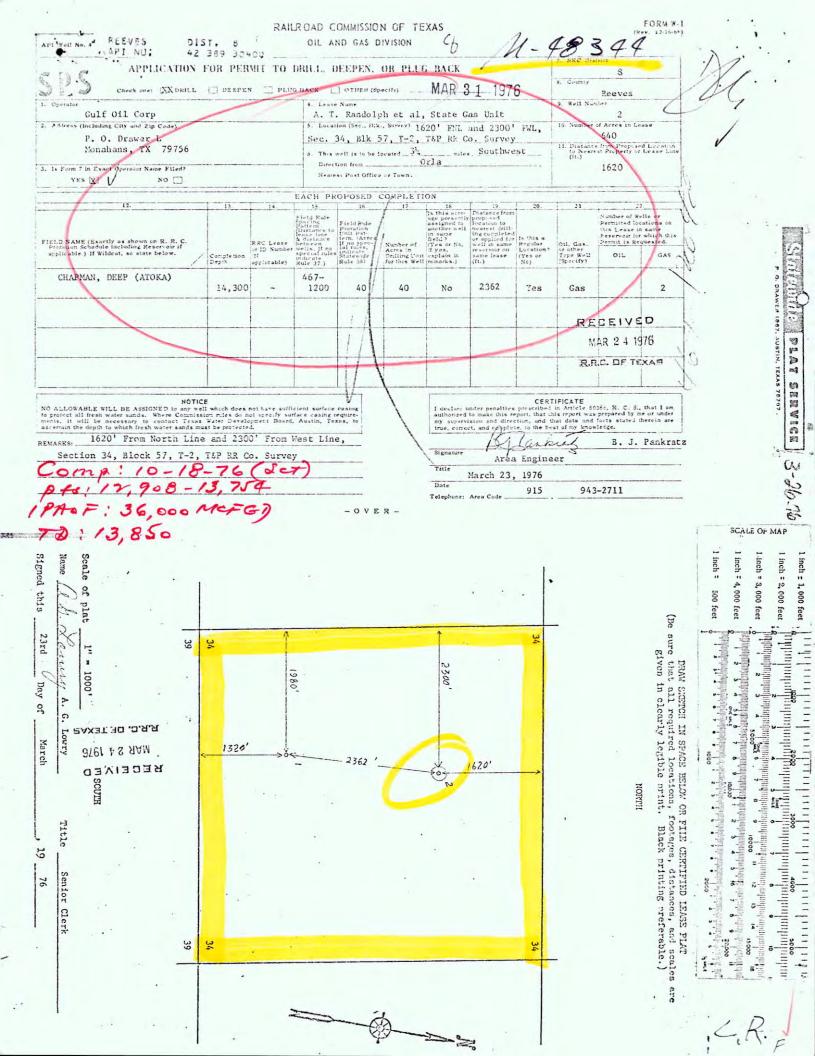
Completion Congraph

FILED NOV 6 1959

COMMINSTERM

CLETTH

NOV - 6 1959



OPERATOR Gulf Oil Corp.		
STATE LEASE NO. M-48344	FEE R.A.L. Yes FREE ROY	YALTY
OFFSET, APPROXF	TT. FROM STATE LEASE	
LEASEA, T. Randolph-State Gas Un	nit	WELL NO. 2
FIELD NAME Chapman Deep Atoka	WILDCAT COUNTY	Reeves
REPORT NO. 1 SPUD DATE 4-3	DRILLING DEPTH 5560	feet
COMPLETION DATE	TOTAL DEPTH	
PERFS	_ 1ST COMPLETION: YES NO)
POTENTIAL/TEST: OIL	GAS	D&A
REMARKS:		

BA/jmh/gs

2-25-75

INSPECTOR

DATE April 2231976

OPERATOR Gulf Oil Corp.
STATE LEASE NO. M-48344 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX FT. FROM STATE LEASE
LEASE A.T. Randolph State Gas Unit WELL NO. 2
FIELD NAME Chapman Deep Atoka WILDCAT COUNTY Reeves
REPORT NO. 2 SPUD DATE 4-3-76 DRILLING DEPTH 10,625 feet
COMPLETION DATE TOTAL DEPTH
PERFS 1ST COMPLETION: YES NO
POTENTIAL/TEST: OIL GAS D&A
REMARKS: Stuck in the hole at this depth(lost a pin out of a REAMER).

BA/jmh/gs

2-25-75

INSPECTOR

DATE May 18,1976

OPERATOR Gulf Oil Corp.
STATE LEASE NO. M-48344 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX FT. FROM STATE LEASE
LEASE A, T. Randolph-State Gas Unit WELL NO. 2
FIELD NAME Chapman Deep Atoka WILDCAT COUNTY Reeves
REPORT NO. 3 SPUD DATE 4-3-76 DRILLING DEPTH 12,503 feet
COMPLETION DATETOTAL DEPTH
PERFS 1ST COMPLETION: YES NO
POTENTIAL/TEST: OIL GAS D&A
REMARKS:
*

BA/jmh/gs

2-25-75

INSPECTOR

DATE____June 9,1976

STATE LEASE NO.M-48344 FEE	R.A.L	YesFREE	ROYALTY	
OFFSET, APPROX FT. FROM	STATE LEASE_	-		
LEASE A.T. Randolph-State Gas Unit			WELL NO. 2	
FIELD NAME Chapman Deep Atoka	WILDCAT	_ COUNTY	Reeves	
REPORT NO. 4th SPUD DATE 4-3-76	DRILLING	DEPTH_		
COMPLETION DATE	TOTAL DEPTH	13,850	feet	
PERFS_13,209-13,273 feet 1ST	COMPLETION,	YES	NO	
POTENTIAL/TEST OIL GAS			D&A	
REMARKS: I was told this day that to as thru the seperator, also making-				oi.
gas. This is not a final POTENTIAL	TEST ?			

BA/jmh/gs

1-24-75

INSPECTOR

July 27,1976

DATE

OPERATOR Gulf Oil Corp.
STATE LEASE NO. M-48344 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX FT. FROM STATE LEASE
LEASE A.T. Randolph-State Gas Unit WELL NO. 2
FIELD NAME Chapman Deep Atoka WILDCAT COUNTY Reeves
REPORT NO. 5th SPUD DATE 4-3-76 DRILLING DEPTH
COMPLETION DATE Not as yet TOTAL DEPTH 13,850 feet
PERFS 13,209-13,273 feet 1ST COMPLETION: YES NO ???? Yes I am sure
POTENTIAL/TEST: OIL GAS_13.2 M.C.F/D D&A
This well is shutin this date and they have not filed any thing with
Texas R.R.C. Office. This well also made-15-bbls of water. I am wondering if
Gulf Oil Corp. has hit this BAD GAS in this location also ??? Pete-This
13.2 M.C.F/D was thru the Seperator when they tested it ?

BA/jmh/gs

2-25-75

INSPECTOR

DATE Sept 15,1976

OPERATOR Gulf Oil Corp.
STATE LEASE NO. M-48344 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX FT. FROM STATE LEASE
LEASE A.T.Randolph-State Gas Unit WELL NO. 2
FIELD NAME Chapman Deep Atoka WILDCAT COUNTY Reeves
REPORT NO. 6th-76spud date 4-3-76 DRILLING DEPTH
COMPLETION DATE Unkown TOTAL DEPTH 13,850 feet
PERFS 13,209-13,273 feet 1ST COMPLETION: YES NO Right
POTENTIAL/TEST: OIL GAS Yes-Unkown amount D&A
REMARKS: Pete: They have the A.W.Thompson Rig still stacked on this location
pad. This well has a big high pressure flowing well head (all new painted) and
G ulg Oil Co. say its T.A. (Ita a gas well but I dont know how good) The Midlan
Texas R.R.C.Office does not have any thing filed on it ?

BA/jmh/gs

2-25-75

James Stathership

Oct 6,1976

OPERATOR Gulf Oil Corp.
STATE LEASE NO. M-48344 FEE R.A.L. Yes FREE ROYALTY
OFFSET, APPROX FT. FROM STATE LEASE
LEASE A, T. Randolph-State Gas Unit WELL NO. 2
FIELD NAME Chapman Deep Atoka WILDCAT COUNTY Reeves
REPORT NO. 7th SPUD DATE 4-3-76 DRILLING DEPTH
COMPLETION DATE 10-18-76 TOTAL DEPTH 13,850 feet
PERFS 12,908-13,754 feet 1ST COMPLETION: YES NO RIGHT
POTENTIAL/TEST: OIL GAS_36000 M.C.F/D of gas D&A
REMARKS: Plug Back Depth- 13,810 feet.

BA/jmh/gs

2-25-75

James Heather St.

DATE Nov 4,1976

/	-
5	7)
9	6/

M. F. 48344
APPLICATION TO DRILL

	WE	LL #, 2	
TIL	ED.	10-18	
BOB	ARMSTRONG,	COMMISSIONER	
BY:		MHX	



RAILROAD COMMISSION OF TEXAS

1701 N. Congress P.O. Box 12967 Austin, Texas 78701-2967

Status: Date:

Approved 04/08/2015

Form G-1

Tracking No.:

109669

GAS WELL BACK PRESSURE TEST, COMPLETION OR RECOMPLETION REPORT, AND LOG

OPERATOR INFORMATION

Operator Name: BHP BILLITON PET(TXLA OP) CO

Operator Address: 1360 POST OAK BLVD STE 150 HOUSTON, TX 77056-0000

WELL INFORMATION

API No.: 42-389-34164

County: REEVES

Well No.: 1H

RRC District No.: 08

Lease Name: RIO STATE RANDOLPH 57-T2-34

Field Name: PHANTOM (WOLFCAMP)

Operator No.: 068596

RRC Gas ID No.: 276286

Field No.: 71052900

Location: Section: 27, Block: 57 T2, Survey: T&P RR CO, Abstract: 631

Latitude:

Longitude:

This well is located

7.4

miles in a NW

direction from ORLA,

which is the nearest town in the county.

FILING INFORMATION

Purpose of filing: Initial Potential

Type of completion: New Well

Well Type:

Producing

Completion or Recompletion Date:

06/04/2014

Type of Permit

Date

Permit No.

Permit to Drill, Plug Back, or Deepen

03/06/2014

780096

Rule 37 Exception Fluid Injection Permit

Spud date: 03/11/2014

O&G Waste Disposal Permit

Other:

COMPLETION INFORMATION

Date of first production after rig released: 06/04/2014

Date plug back, deepening, recompletion, or drilling operation commenced: 03/11/2014

Date plug back, deepening, recompletion, or drilling operation ended: 06/04/2014

Number of producing wells on this lease in

Distance to nearest well in lease &

this field (reservoir) including this well:

1 reservoir (ft.): 0.0

Total number of acres in lease: 645.32

Elevation (ft.): 3000 GL 15795

Total depth TVD (ft.): Plug back depth TVD (ft.): Total depth MD (ft.):

Plug back depth MD (ft.): 15649

Was directional survey made other than inclination (Form W-12)?

Rotation time within surface casing (hours): 35.0 Is Cementing Affidavit (Form W-15) attached? Yes

Recompletion or reclass?

Multiple completion?

Type(s) of electric or other log(s) run:

Electric Log Other Description:

Gamma Ray (MWD)

Location of well, relative to nearest lease boundaries

10138

Off Lease: Yes

of lease on which this well is located:

590.0 Feet from the West Line and 315.0 Feet from the South Line of the

RIO STATE RANDOLPH 57-T2-34 Lease.

FORMER FIELD (WITH RESERVOIR) & GAS ID OR OIL LEASE NO.

Field & Reservoir

Gas ID or Oil Lease No.

Well No.

Prior Service Type

G1:

N/A

PACKET:

N/A

FOR NEW DRILL OR RE-ENTRY, SURFACE CASING DEPTH DETERMINED BY:

GAU Groundwater Protection Determination

Depth (ft.): 750.0

Date: 03/04/2014

SWR 13 Exception

Depth (ft.):

GAS MEASUREMENT DATA

Date of test: 08/15/2014

1007.0

Gas measurement method(s):

Gas production during test (MCF): 2793

Orifice Meter, Flange Taps

Was the well preflowed for 48 hours?

24 hr. Coeff.

Flow

Compress

Volume

Run Line size No.

Orif. or Choke Size (in.)

Orif. Or Choke (in.)

Static Pm or Diff Choke (in.) (hw) Temp Temp. (Ftf) (°F)

Gravity (Fg)

(MCF/day)

1 3.068 1.500

14734.79

5.0

125.0

0.9428 0.9258 (Fpv) 1.072

931.0

FIELD DATA AND PRESSURE CALCULATIONS

Gravity (dry gas): 0.701

Gravity (liquid hydrocarbons) (Deg. API):

53.0

Avg. shut in temp. (°F): 140.0

Gas-Liquid Hydro Ratio (CF/Bbl):

12931

Gravity (mixture): Gmix=

Bottom hole temp. and depth: 180.0

°F@ 13197.0 FT

Run No.

Time of Run (Min.)

Choke Size (in.)

Wellhead Pressure (PSIA)

Wellhead Flow Temp (°F)

SHUT-IN 1

N/A

4320 4320

22/64

4130 1091

100.0 125.0

					CASING RECORD						
	Type of	Size	Size		Stage Tool				Volume		t Determined
Rov	v Casing	(in.)	(in.)	(ft.)	Depth (ft.)	Depth (ft.)	Class	(sacks)	(cu. ft.)	(ft.)	Ву
1	Surface	11 3/4	14 3/4	902			C	933	1241.0	0	Circulated to Surface
2	Intermediate	9 5/8	10 5/8	3250			С	397	674.0	0	Calculation
3	Intermediate	7	8 3/4	9805			TX1/C	920	1713.0	0	Calculation
4	Conventional Production	5	6 1/4	15795			TX1	591	762.0	0	Calculation

					LINER RECORD	1		
Row	Liner Size (in.)	Hole Size (in.)	Liner Top (ft.)	Liner Bottom (ft.)	Cement	The second	Top of Cement (ft.)	TOC Determined By

TUBING RECORD					
Row	Size (in.)	Depth Size (ft.)	Packer Depth (ft.)/Type		
1	2 3/8	9882	9865 /		

ow	Open hole?	From (ft.)	To (ft.)
	No	L1 10754	15639

ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC.

Was hydraulic fracturing treatment performed?

Yes

Is well equipped with a downhole actuation

sleeve? No

If yes, actuation pressure (PSIG): 0.0

Production casing test pressure (PSIG) prior to

Actual maximum pressure (PSIG) during hydraulic

hydraulic fracturing treatment:

fracturing: 10506

Has the hydraulic fracturing fluid disclosure been

reported to FracFocus disclosure registry (SWR29)?

Yes

Row Type of Operation

Amount and Kind of Material Used

Depth Interval (ft.)

1

Fracture

ON FRAC FOCUS

10754.0 15639.0

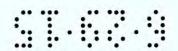
		ORMATION RECO	ORD		· 中国工作 (1)
Formations	Encountered	Depth TVD (ft.)	Depth MD (ft.)	Is formation isolated?	
MISSISSIPPIAN	No		16000.0	No	DID NOT PENETRATE
DEVONIAN	No		17800.0	No	DID NOT PENETRATE
FUSSELMAN	No		17800.0	No	DID NOT PENETRATE
ELLENBURGER	No		20800.0	No	DID NOT PENETRATE
FORD-DELAWARE	Yes	2500.0	2500.0	Yes	
CASTILLE	Yes	2800.0	2800.0	Yes	
BELL CANYON	Yes	5000.0	5000.0	Yes	
DELAWARE	Yes	5700.0	5700.0	Yes	
DELAWARE CONSOLIDATED GA	S Yes	6500.0	6500.0	Yes	
CHERRY CANYON	Yes	7800.0	7800.0	Yes	
BONE SPRINGS	Yes	9800.0	9800.0	Yes	
PENNSYLVANIAN	Yes	10149.0	14900.0	Yes	
WOLFCAMP	Yes	10194.0	12300.0	Yes	
PERMIAN	Yes	10211.0	11300.0	Yes	

Do the producing interval of this well produce H2S with a concentration in excess of 100 ppm (SWR 36)? Is the completion being downhole commingled (SWR 10)?

No

No

REMARKS



RRC REMARKS	
PUBLIC COMMENTS:	
[RRC Staff 2015-02-02 12:24:48.802] EDL=4885 feet, max acres=704, PHANTOM (WC	DLFCAMP) oil or gas well
CASING RECORD :	
TUBING RECORD:	
PRODUCING/INJECTION/DISPOSAL INTERVAL :	
ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG,	RETAINER, ETC. :
GAS MEASUREMENT DATE REMARK:	

OPERATOR'S CERTIFICATION

Printed Name: Leslie Montemayor Title: Regulatory Technical Assistant



RAILROAD COMMISSION OF TEXAS Oil and Gas Division

GAS WELL CLASSIFICATION REPORT

Form G-5

Tracking No.: 109669

This facsimile G-5 was generated electronically from data submitted to the RRC.

1. OPERATOR NAME (Exactly as show	n on Form P5 Or	ganization Report)		3. RRC DI	STRICT NO.	4. OIL LEASE NO OR GAS WELL ID NO.
BHP BILLITON PET(TXLA OP) CO				08	276286
2. MAILING ADDRESS 1360 POST OAK BLVD STE 1 HOUSTON, TX 77056	50			5. WELL	1H	6. API NO. 42- 389-34164
				7. COUNT REEVE	Y OF WELL SIT	TE
8. FIELD NAME (as per RRC Records)			9. LEASE NAME			
PHANTOM (WOLFCAMP)			RIO STATE RAND	OLPH 57-1	Γ2-34	
10. LOCATION (Section, Block and Su			11. PIPELINE CONNEC	TION OR US	E OF GAS	
27 , 57 T2 , T&P RR CO , A-63	31			-		
PRODUCTION TEST AT RATE ELE (data on 24-hour basis)	ECTED BY OP	ERATOR		ells ONLY if t	the producing gas	E. Distillation test is s-liquid hydrocarbon
A. Date of Test	08/15/201	4	- Tatio is less than is	50,000 C175a1	ici.	
B. Gas Volume	931.0	(Mcf) Date Liquid Samp	ole Obtained	08/12/2014	1
C. Oil or Condensate Volume	72.0	(Bbl)	Where Obtained:		Separator	X Stock Tank
D. Water Volume	3137.0	(Bbl)	% Over Temp	. (deg. F)		% Over Temp. (deg. F)
E. Gas/Liquid Hydrocarbon Ratio	12931	(Cf/Bb	Boiling	98.0	-	60425.0
F. Flowing Tubing Pressure	1091	(psia)	10	195.0	- 19	500.0
G. Choke Size	22/64	(in.)	20	236.0	- 3	586.0
H. Casing Pressure	1091.0	(psia)	30	268.0	- 4	700.0
I. Shut-in Wellhead Pressure Tubing	4130	(psia)		308.0	- 9	95
	5.0		50 —	635.0	End Po	oint707.0
J. Separator Operating Pressure	Straw	(psia)				
K. Color of Stock Tank Liquid	3.00					
L. Gravity of Separator Liquid	53.3	O _{API}	Total Recover	у	93.2	— percent
M. Gravity of Stock Tank Liquid	53.3	°API	Residue	_	4.2	- percent
N. Specific Gravity of the Gas (Air = 1)	0.701		Loss	-	2.6	percent
I declare under penalties pres	orihad in					RRC USE ONLY
Sec. 91.143, Texas Natural Resour	ces Code,					
that I am authorized to make that this report was prepared by		NAME	(Type or Print)			
under my supervision and direc	tion, and	Leslie Montemayor				
that data and facts stated therein correct, and complete to the bes		SIGNATURE				
knowledge.	or my	Regulatory Technica	al Assistant			
71		TITLE				
10/14/2014 DATE		CONTACT PERSON	(713) 585-75	I Salar I and a salar	
DATE		CONTACT PERSON		PHONE NUM	IDEK .	

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

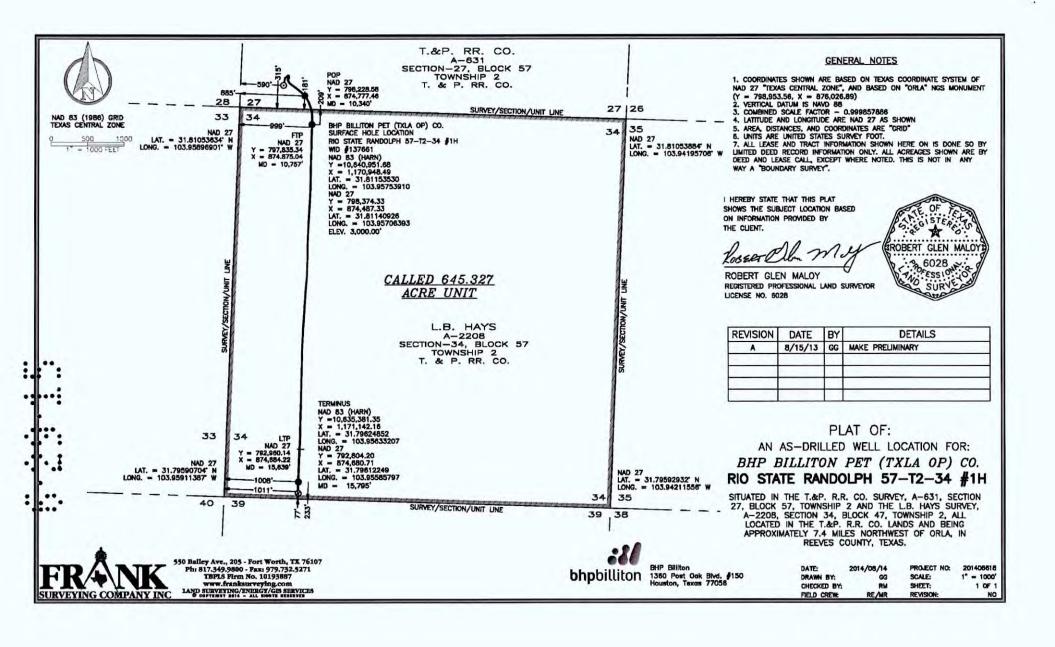
Form P-15

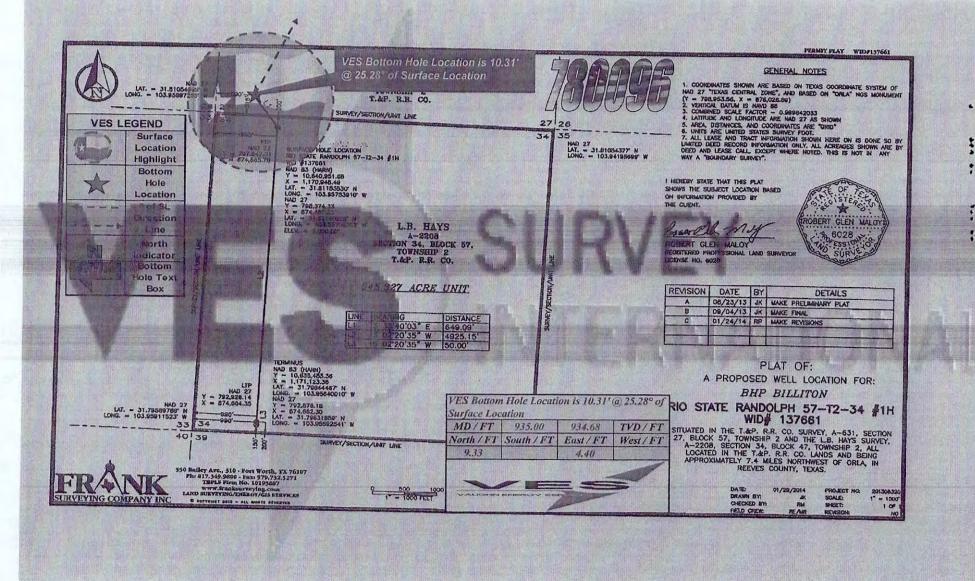
Tracking No.: 109669

This facsimile P-15 was generated electronically from data submitted to the RRC.

facts concerning the BHP BILLIT	OPE	RATOR	
RIO STATE RANDOLPH 57-T2-34	, No. –	1H	; that such well is
LEASE	, 110.	WELL	, 80 0
completed in the PHANTOM (WOLF	FCAMP) Field,	REEVES	County
Texas and that the acreage claime	ed, and assigned to such	well for prora	ation purposes as
authorized by special rule and as s	shown on the attached co	ertified plat e	mbraces
authorized of special rate and as	shown on the attached c		
045.00			
045.00			e productive of hydrocarb
045.00			
045.00	ch can reasonably be con		
045.00			
045.00	ch can reasonably be con - CERTIFICATE	nsidered to be	e productive of hydrocarb
acres which acres acres which acres acres which acres acres which acres	ch can reasonably be con - CERTIFICATE	nsidered to be	e productive of hydrocarb
645.32 acres which acres with a creation acres which acres with a creation acres which acres with a creation acres which acres were acres which acres with a creation acres with a creation acres which acres were acres which	- CERTIFICATE	nsidered to be	e productive of hydrocarb
I declare under penalti Resources Code, that I rized to make this repo	- CERTIFICATE - ces prescribed in Se am autho- rt, that this reported direction,	nsidered to be	e productive of hydrocarb
I declare under penalti Resources Code, that I rized to make this report under my supervision and	- CERTIFICATE ces prescribed in Se am autho- rt, that this reported direction,	nsidered to be	e productive of hydrocarb









Company: BHP Billiton

Lease/Well: Rio State Randolph 57-T2-34 /1H

Location: 7.4 mi NW direction from Orla

Rig Name: H&P 602

State/County: Texas/Reeves

Latitude: 31.81, Longitude: -103.96

GRID North is 1.87 Degrees West of True North

VS-Azi: 0.00 Degrees



Depth Reference : RKB=25.5 Feet

DRILLOG MS GYRO SURVEY CALCULATIONS

Filename: msgyro_run01-01-de_01.ut Minimum Curvature Method Report Date/Time: 3/26/2014 / 09:27

> Vaughn Energy Services West Texas

432-563-5444

Surveyor: Chris Bankson

Rio State Randolph 57-T2-34 1H / API 42-389-34164

Measured Depth FT	Incl Angle Deg	Drift Direction Deg	TVD FT	+N/-S FT	+E/-W FT	Vertical Section FT	Closure Distance FT	Closure Direction Deg	Dogleg Severity Deg/100
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	****
60.25	0.46	202.14	60.25	-0.22	-0.09	-0.22	0.24	202.14	0.77
155.00	0.24	196.28	155.00	-0.77	-0.29	-0.77	0.82	200.72	0.24
249.75	0.14	179.65	249.75	-1.08	-0.35	-1.08	1.13	197.78	0.12
344.50	0.29	107.62	344.50	-1.27	-0.11	-1.27	1.28	185.14	0.30
439.25	1.06	83.26	439.24	-1.24	0.98	-1.24	1.59	141.63	0.84
534.00	1.70	73.52	533.96	-0.74	3.20	-0.74	3.28	103.05	0.72
628.75	2.20	53.09	628.66	0.75	6.00	0.75	6.05	82.88	0.90
723.50	2.16	29.88	723.34	3.39	8.34	3.39	9.00	67.90	0.93
818.25	2.55	287.04	818.04	5.55	7.22	5.55	9.10	52.43	3.89
935.00	2.98	353.77	934.68	9.33	4.40	9.33	10.31	25.28	2.63

Page 1 of 1 VES Survey Date: 03/11/2014





Tracking No.: 109669			_			
OPERATOR NAME AND ADDRESS including city, state and zip		WELL	Reason for Filing	Operator P-5 Or	ganization No. RRC	Dist. No. G-10
BHP BILLITON PET(TXLA OP) CO	STATUS	REPORT		0685	96	08
1360 POST OAK BLVD STE 150 HOUSTON, TX 77056	RAILROAD COMN Oil and C P.O. E Austin, Texa This facsimile G-10 wa	MISSION OF TEXAS Gas Division sox 12967 as 78711-2967 as generated electronically mitted to the RRC.	Survey Retest X Initial Test Correct	Test Period: Due Date:		
FIELD NAME	RRC IDENT NO.	DATE TESTED MO/DAY/YR	GAS PRODUCED MCF/DAY **	CONDENSATE PRODUCED	WATER PROD BBL/DAY	***SIWH PRESSURE PSIA
* LEASE NAME	WELL NO.	MARK X FOR SHUT-IN WELL	GAS SPEC. GRAVITY	CONDENSATE GRAVITY (API)	X BOTTOMHOLE PRESSURE PSIA	***FLOWING PRESSURE PSIA
PHANTOM (WOLFCAMP)	276286	08/15/2014	931 MCF	72.0 BBL	3137.0 вв.	4130
RIO STATE RANDOLPH 57-T2-34	1H		0.701	53.3	4130	1091
			MCF	BBL	ВВІ	
			MCF	BBL	BBL	
			MCF	BBL	ВВІ	
•			MCF	BBL	ВВІ	
·:			MCF	BBL	. BBI	
			WiGF		. Doi:	
•			MCF	BBI	ВВІ	
			MCF	BBI	ВВІ	
CERTIFICATION: I declare under penalties prescribed in Texas Natural Re and facts stated herein are true, correct, and complete to the best of my known signature: Leslie Montemayor * AN ASTERISK PREPRINTED ON A SURVEY IDENTIFIES WELL SUR	nowledgeTitle:Regulatory	Technical Assistant		Phone: _(713) 585-7		e: 10/14/2014

^{*} AN ASTERISK PREPRINTED ON A SURVEY IDENTIFIES WELL SUBJECT TO COMMINGLING TEST REQUIREMEN

^{**} GAS PRODUCTION RATE, IN MCF, IS TO BE REPORTED FULL-WELL STREAM, INCLUDING CONDENSATE *** PRESSURE FOR THE TEXAS HUGOTON FIELD IS REPORTED IN PSIG

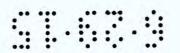
CERTIFICATE OF COMPLIANCE AND TRANSPORTATION AUTHORITY

P-4

Tracking No.: 109669

This facsimile P-4 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

1000		name exactly as shown on proration schedule		nown on proration sched			4	
3.	Curre	nt operator name exactly as shown on P-5 Organization Report BILLITON PET(TXLA OP) CO	1349 130 24757	5. Oil Lse/Gas ID no 276286	6. County REEVES	4 1 7 5	RRC distri	ct
	1360	ntor address including city, state, and zip code POST OAK BLVD STE 150	9. Well no(s) (see in 1H	nstruction E)	3			
	HOU	STON, TX 77056	10. Classification Oil	Gas Other (se	e instruction A)	Company of the Compan	ffective Da 04/2014	ite
		ose of Filing. (Complete section a or b below.) (See instructions B and G) oge of: operator field name from lease name from	gas gatherer	gas purchaser	gas	purchase	r system co	ode
b.		RRC Number for: oil lease gas well other well (specify)		ation, or subdivision (reclass oil to gas	□ rec	 class gas to	oil
		orized GAS WELL GAS or CASINGHEAD GAS Gatherer(s) and/or Purcha		G).	Purcha	cor'e r	2	=
Gatherer	Purchaser	Name of GAS WELL GAS or C Gatherer(s) or Purchaser(s) As India (Attach an additional sheet in same fo	cated in Columns to the L		RRC Assign System	ned	Percent of Take	Full-well stream
X		BHP BILLITON PET (TX GATH), LLC(068595)			System		0.00	
	X	SEQUENT ENERGY MANAGEMENT, L.P.(767539)			0001	5	50.0	
	X	BP ENERGY CO.(085349)			0001	5	50.0	
14	Auth	orized OIL or CONDENSATE Gatherer(s). (See instruction G).				-		
17.	21441	Name of OIL or CONDENSATE Gathe					1.00	ent of
FN	TFR	(Attach an additional sheet in s PRISE CRUDE OIL LLC(253117)	ame format it more space	e is needed)			50.0	ake
		MARKETING, L.P.(667883)					50.0	
RI	RC US	SE ONLY: Reviewer's initials: RRC Staff Approv	ral date: 04/08/20	15				
res	ponsi	EVIOUS OPERATOR CERTIFICATION FOR CHANGE OF OPERATOR ibility for the well(s) designated in this filing, located on the subject lease has Operator, that designation of the above named operator as Current Operator	P-4 FILING. Being the s been transferred in its e	ntirety to the above nam	ned Current Oper	ator. I un		ıs
N	ame o	of Previous Operator	Signature		7			
N	ame (print)	Authorized of previous				of previous ruction G)	s
T	tle		Date		Phone with area of	ode		-
16 ac	. CUI	RRENT OPERATOR CERTIFICATION. By signing this certificate as the ledge responsibility for the regulatory compliance of the subject lease includ ibility for the physical operation, control, and proper plugging of each well d r until a new certificate designating a new Current Operator is approved by t	Current Operator, I certi ing plugging of well(s) p lesignated in this filing. the Commission.	fy that all statements or ursuant to Rule 14. 1 fu l also acknowledge that	this form are true	e and cor	issume	ent
N	ame (print)	Leslie Monten Signature	layor				-
		ulatory Technical Assistant	X Authorized		Authorize			
	tle leslie	e.montemayor@bhpbilliton.com	of current o	perator	operator (713) 585-75		uction G)	
100		Address (optional)						-



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File No	MF048344	45
	Rooves	County
Completio	nReport Unit#929	API 389-34164
Date Filed		
Ву	George P. Bush, Commiss	ioner ————

USPS TRACKING#





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

9590 9402 1749 6074 7760 39

United States Postal Service

MF040133 MF048344 Verdis Evergy JALFLR Sender: Please print your name, address, and ZIP+4® in this box



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

SENDER: GOMPLETE THIS SECTION ■ Complete items 1, 2, and 3. 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: BHP Billiton Petroleum (TALA operating) Company Attn: Holly Dutton 1360 Post Oak Bloo Ste 150 Houston, Tx 77056-3030 9590 9402 1749 6074 7760 39

COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent ☐ Addressee B/Received by (Pfinted Name) C. Date of Delivery ☐ Yes D. Is delivery address different from item 1? If YES, enter delivery address below: T No MF 048344

3. Service Type ☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail® ☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

□ Collect on Delivery Restricted Delivery Mail Restricted Delivery

□ Priority Mail Express®

□ Registered Mail™ □ Registered Mail Restricted

Delivery ☐ Return Receipt for Merchandise

☐ Signature Confirmation™ □ Signature Confirmation

Restricted Delivery

7011 1150 0001 2420 1280

2. Article Number (Transfer from service label)

U.S. Postal Service. CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com@ 받 MF 040133 Postage ru MF 048344 Certified Fee 0007 Postmark Return Receipt Fee Here (Endorsement Required) Restricted Delivery Fee (Endorsement Required) 1,150 Total Postage & Fees | \$ ACTO: HOLLY DUTTON 7011 BHP Billiton Petroleum Street, Apt. No.; OF PO BOX NO. 1360 POST Onle BLVD STE 150 City, State, ZIP+4 Anuston, TX 77056-3030

PS Form 3800, August 2006

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п H

See Reverse for Instructions



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)

Attn: Holly Dutton

1360 Post Oak Blvd Ste 150 Houston, TX 77056-3030



Billing Date:

4/9/2019

Billing Due Date:

5/9/2019

Customer Number: C000046383

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
19I00346	MF048344	\$20,576.85	\$0.00	\$2,057.71	\$878.72	\$23,513.28
19I00347	MF048344	\$0.00	\$47,215.18	\$4,721.54	\$1,949.76	\$53,886.48
Total Due		\$20,576.85	\$47,215.18	\$6,779.25	\$2,828.48	\$77,399.76

Penalty and interest have been calculated thru 4/30/2019. Payment remitted after 4/30/2019 will result in additional penalty and interest charges.

Contact Info: Andrea Charlton (512) 463-5190 or Andrea. Charlton@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

Remit Payment To:

Billing Date: 4/9/2019

Texas General Land Office

Billing Due Date: 5/9/2019

PO Box 12873

Customer Number: C000046383

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
19I00346	MF048344	\$20,576.85	\$0.00	\$2,057.71	\$878.72	\$23,513.28
19I00347	MF048344	\$0.00	\$47,215.18	\$4,721.54	\$1,949.76	\$53,886.48
Total Due		\$20,576.85	\$47,215.18	\$6,779.25	\$2,828.48	\$77,399.76
Amt. Paid						

Energy Financial Management SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Andrea Charlton

Company Name:

BHP BILLITON PET(TXLA OP) CO

Customer Number:

C000046383

Mineral File #:

MF048344

Transaction Type:

Volume Reconciliation

Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$53,886.48	04/04/19	Under reported/paid sales volumes	Amanda Allen 4/4/19	
			Include interest with cancelation.		
	4				

All original invoices must be approved.

All reductions in billing of more than \$1000 must be approved.

Customer ID:

C000046383

Invoice Number:

GLO Lease: MF048344

GLO Review: Review Period:

BHP BILLITON PET(TXLA OP) CO

September 2017through August 2018

Category Auditor/AE:

Gas A. Charlton

Billing Date: P&I Calculation Date:

4/1/2019 4/30/2019

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-17	7 08-270688	14,701	1.00000000	\$ 2.615741	1.053300	\$40,503.61	\$2,531.48	\$0.00	\$2,531.48	197	4.75%	\$253.15	\$45.46	\$2,830.09
Oct-1	7 08-270688	15,071	1.00000000	\$ 2.471658	1.017101	\$37,887.38	\$2,367.96	\$0.00	\$2,367.96	501	4.75%	\$236.80	\$136.21	\$2,740.97
Nov-1	7 08-270688	16,704	1.00000000	\$ 2.539239	1.019000	\$43,221.34	\$2,701.33	\$0.00	\$2,701.33	470	5.50%	\$270.13	\$167.30	\$3,138.76
Dec-1	7 08-270688	11,076	1.00000000	\$ 2.865521	1.018400	\$32,322.50	\$2,020.16	\$0.00	\$2,020.16	439	5.50%	\$202.02	\$115.67	\$2,337.85
Jan-18	08-270688	8,687	1.00000000	\$ 3.434842	1.014680	\$30,276.50	\$1,892.28	\$0.00	\$1,892.28	411	5.50%	\$189.23	\$100.37	\$2,181.88
Feb-18	8 08-270688	7,632	1.00000000	\$ 2.452446	1.013199	\$18,964.11	\$1,185.26	\$0.00	\$1,185.26	380	5.50%	\$118.53	\$57.33	\$1,361.12
Mar-1	8 08-270688	10,741	1.00000000	\$ 2.134884	1.012400	\$23,215.13	\$1,450.95	\$0.00	\$1,450.95	350	5.50%	\$145.10	\$63.62	\$1,659.67
Apr-1	8 08-270688	10,307	1.00000000	\$ 2.069898	1.012900	\$21,609.65	\$1,350.60	\$0.00	\$1,350.60	319	5.50%	\$135.06	\$52.91	\$1,538.57
May-1	8 08-270688	8,786	1.00000000	\$ 2.052647	1.015300	\$18,310.49	\$1,144.41	\$0.00	\$1,144.41	289	5.50%	\$114.44	\$39,66	\$1,298.51
Jun-1	8 08-270688	9,140	1.00000000	\$ 2.195446	1.024900	\$20,566.03	\$1,285.38	\$0.00	\$1,285.38	258	5.50%	\$128.54	\$38.54	\$1,452.46
Jul-1	8 08-270688	9,208	1.00000000	\$ 2.477375	1.024300	\$23,365.99	\$1,460.37	\$0.00	\$1,460.37	227	5.50%	\$146.04	\$36.97	\$1,643.38
Aug-1	8 08-270688	8,560	1.00000000	\$ 2.167566	1.023300	\$18,986.68	\$1,186.67	\$0.00	\$1,186.67	197	5.50%	\$118.67	\$24.68	\$1,330.02
TOTALS		130,613				\$329,229.41	\$20,576.85	\$0.00	\$20,576.85			\$2,057.71	\$878.72	\$23,513.28

ATTN:

Holly Dutton

CERTIFIED MAIL: 7011 1150 0001 2420 1280

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 08-270688 08-61330 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 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.

Energy Financial Management SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Andrea Charlton

Company Name:

BHP BILLITON PET(TXLA OP) CO

Customer Number:

C000046383

Mineral File #:

MF048344

Transaction Type:

Volume Reconciliation

Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$23,513.28	04/04/19	Under reported/paid sales volumes	Amanda Allen 4/4/19	
			Include interest with cancelation.		

All original invoices must be approved.

All reductions in billing of more than \$1000 must be approved.

Customer ID:

C000046383

Invoice Number: GLO Lease:

MF048344

GLO Review: Review Period:

BHP BILLITON PET(TXLA OP) CO September 2017through August 2018

Category Auditor/AE:

Oil A. Charlton

Billing Date: P&I Calculation Date:

4/1/2019 4/30/2019

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 Ir	terest Rate For P	enalty Rate Fron	Interest Rate Fron R	evenue Due
Sep-17	08-276286	1,307	1.00000000	\$ 47.209200	1.000000	\$61,702.42	\$3,856.40	\$0.00	\$3,856.40	207	4.75%	\$385.64	\$74.28	\$4,316.32
Oct-17	08-276286	933	1.00000000	\$ 48.175060	1.000000	\$44,947.33	\$2,809.21	\$0.00	\$2,809.21	511	4.75%	\$280.92	\$165.24	\$3,255.37
Nov-17	08-276286	1,188	1.00000000	\$ 54.397060	1.000000	\$64,623.71	\$4,038.98	\$0.00	\$4,038.98	480	5.50%	\$403.90	\$256.23	\$4,699.11
Dec-17	08-276286	925	1.00000000	\$ 56.010120	1.000000	\$51,809.36	\$3,238.09	\$0.00	\$3,238.09	449	5.50%	\$323.81	\$190.29	\$3,752.19
Jan-18	08-276286	1,147	1.00000000	\$ 61.937800	1.000000	\$71,042.66	\$4,440.17	\$0.00	\$4,440.17	421	5.50%	\$444.02	\$242.20	\$5,126.39
Feb-18	08-276286	1,048	1.00000000	\$ 60.505710	1.000000	\$63,409.98	\$3,963.12	\$0.00	\$3,963.12	390	5.50%	\$396.31	\$197.67	\$4,557.10
Mar-18	08-276286	1,062	1.00000000	\$ 59.996380	1.000000	\$63,716.16	\$3,982.26	\$0.00	\$3,982.26	360	5.50%	\$398.23	\$180.62	\$4,561.11
Apr-18	08-276286	1,074	1.00000000	\$ 62.457510	1.000000	\$67,079.37	\$4,192.46	\$0.00	\$4,192.46	329	5.50%	\$419.25	\$170.57	\$4,782.28
May-18	08-276286	1,052	1.00000000	\$ 60.141620	1.000000	\$63,268.98	\$3,954.31	\$0.00	\$3,954.31	299	5.50%	\$395.43	\$143.01	\$4,492.75
Jun-18	08-276286	876	1.00000000	\$ 52.662820	1.000000	\$46,132.63	\$2,883.29	\$0.00	\$2,883.29	268	5.50%	\$288.33	\$90.80	\$3,262.42
Jul-18	08-276286	0	0.00000000	\$ -	-	\$0.00	\$3,938.22	\$2,740.54	\$1,197.68	237	5.50%	\$119.77	\$32.12	\$1,349.57
Jul-18	08-276286	843	1.00000000	\$ 57.159080	1.000000	\$48,185.10	\$3,011.57	\$0.00	\$3,011.57	237	5.50%	\$301.16	\$80.78	\$3,393.51
Aug-18	08-276286	1,025	1.00000000	\$ 51.530730	1.000000	\$52,819.00	\$3,301.19	\$0.00	\$3,301.19	207	5.50%	\$330.12	\$73.62	\$3,704.93
Aug-18	08-276286	0	0.00000000	\$ -		\$0.00	\$3,498.70	\$1,152.25	\$2,346.45	207	5.50%	\$234.65	\$52.33	\$2,633.43
TOTALS		12,480				\$698,736.70	\$51,107.97	\$3,892.79	\$47,215.18			\$4,721.54	\$1,949.76	\$53,886.48

ATTN:

Holly Dutton

CERTIFIED MAIL: 7011 1150 0001 2420 1280

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 08-61330 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 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.

File No. MF 048344

County

Reconciliation Billing

Date Filed: 4/9/19

George P. Bush, Commissioner

By



ME 0483 44 Surface

March 3, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolp Pad I1 & I2 - Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas MF048344

Dear Mr. Bonn,

Dune 3/15/23 Please find enclosed the copy of the Paul Regnier State of Texas lease for Section 34, Block 57, T2 along with the State of Texas surface damage check.

The lease bonus check is Check No. 6000004765 for \$3,404.34, for the State of Texas.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300



bpx energy

2100002 01 SD

T 6027

DD -P00002 G10

02/08/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

VENDOR NUMBER:	TRACE NUMBER: 1444224447BPXML-CPS
Tourise No 2023-008 MFOU8344-Surface Damages Rio State Randolph 57-72-34 Rads it 1 & i 2	23704992

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1444224447BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000004765 ATTACHED BELOW

62-20 311 No. 6000004765

02/08/23

23704992

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

\$\$\$\$\$\$\$\$\$\$3,404.34

NOT VALID AFTER 6 MONTHS

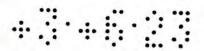
101

Three Thousand Four Hundred Four and 34/100 Dollars

Lyons H. Slesh AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

IP 600000 4 765IP

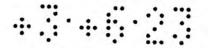


DAMAGE RELEASE

State of Texas

RECEIVED OF BPX Operating Company, ("the Company"), the sum of Three Thousand, Four Hundred Four & 34/100 Dollars (\$3,404.34) in full payment and settlement for all damages listed below, caused to interests of the undersigned under, upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book, Page, of the Official Public Records of Reeves County Texas. and the undersigned does hereby release and discharge BPX Operating Company ("the Company"), including its subsidiaries and affiliates, and its agents and contractors, from all liabilities therefor.
This release covers any and all damages to construct:
2 Pad sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 Pad I2 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2.
NOTICE TO LANDOWNER OF REPORTABLE INCOME - The Internal Revenue Service (IRS) regulations requires that all real estate transactions between the Company and you that annually equal \$600.00 or more, are reportable; not necessarily taxable, but reportable to the IRS and you on IRS Form 1099 at year end. While the Company, its agents and employees cannot make a representation to you of whether or not the payment(s) you received are taxable income, we do recommend that you consult your tax advisor to determine the tax liability, if any, associated with said payment(s).
CERTIFICATION: Under penalties of perjury, I certify that: 1. The number shown on this form Is my correct Social Security Number or Federal Tax Payer Identification Number (or I am waiting for a number to be Issued to me), and 2. I am a U.S. person (including a U.S. Resident Alien).
Executed on 28 2023.
Signed and acknowledged in the presence of:
Landowner:
SS# 466-78-5560 1128 Fountain View Dr Houston, Texas 77057
Printed Name: Paul P Regimer J
Downess:
Printed Name: FRICE KOSTAN
For office use only: [Owner:] [On Off R/W] [ROW Width]

WD STATE RANDOLPH 57-2-34 PAD IL COST BREAKDOWN



Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres

- \$37,500 = 250,000 sq ft or up to 5.73 acres
- \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00

Clearing Limits = 14.70 acres

- o 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
- o 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017.79

Access Road = 14.51 rods

- o 14.51 rods x \$70/rod
 - Total = \$1,015.70

Wellbores

- o \$9,500/wellbore
- 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00
- Cumulative Total w/6 wells First Visit = \$153,533,49 (50% = \$76,766.75 to GtO)
- Cumulative Total w/add'l 6 wells Second Visit = \$210,533.49 [50% = \$105,266.75 to GLOT

RIO STATE RANDOLPH 57-2-34 PAD IZ COST BREAKDOWN

Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres

- \$37,500 = 250,000 sq ft or up to 5.73 acres
- \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00

Clearing Limits = 14.70 acres

- 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
- 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017.79

Access Road = 14.51 rods

- o 14.51 rods x \$70/rod
 - Total = \$1,015.70

Wellbores

- o \$9,500/wellbore
- 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00

Completion Pit: 2.86 acres

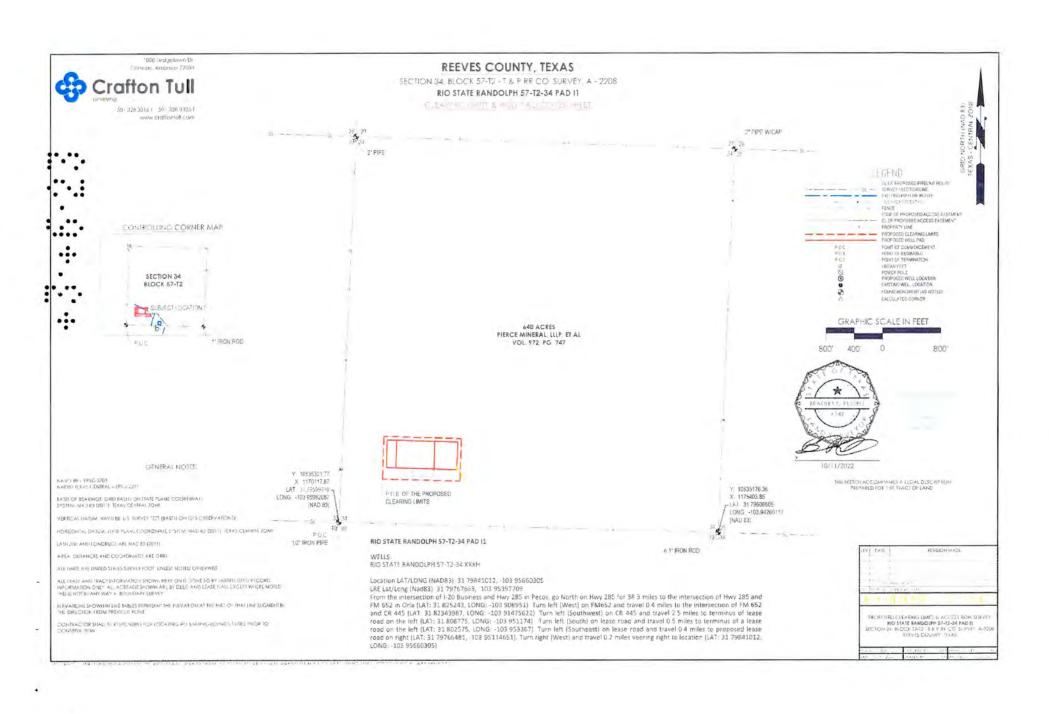
- 2.86 acres or 122,403.60 sq ft
 - Total = \$14,688.43
- Cumulative Total w/6 wells First Visit = \$168,221.92 (50% = \$84,110.96 to GLO)
- Cumulative Total w/add'l 6 wells Second Visit = \$225,221.92 (50% = \$112,610.96 to GLO)

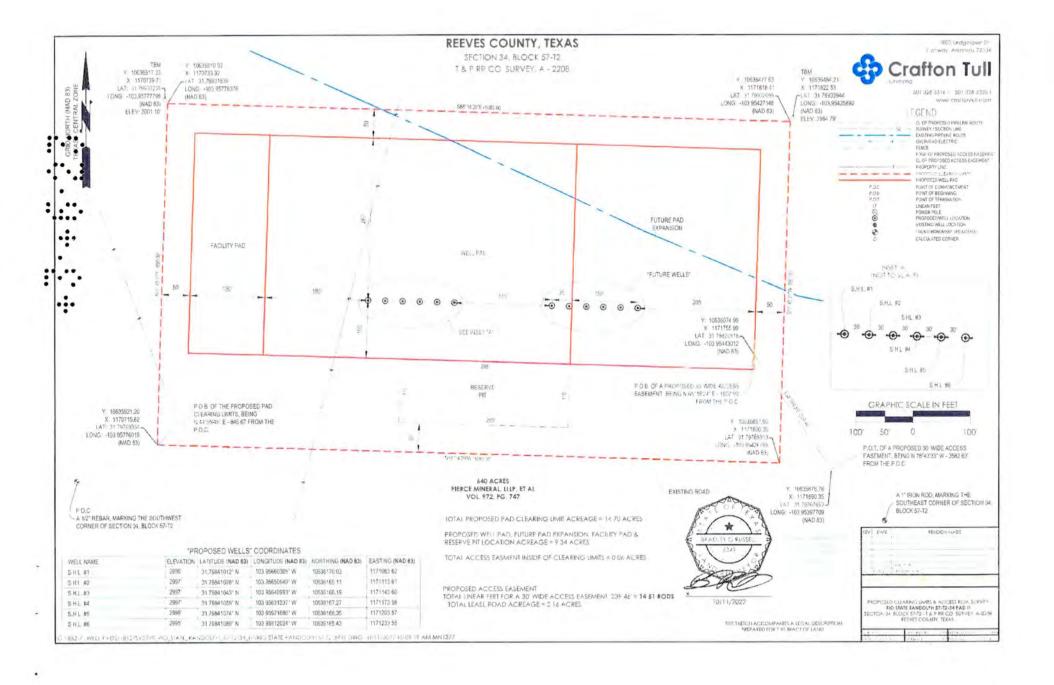
Half to State of Texas: \$217,877.70

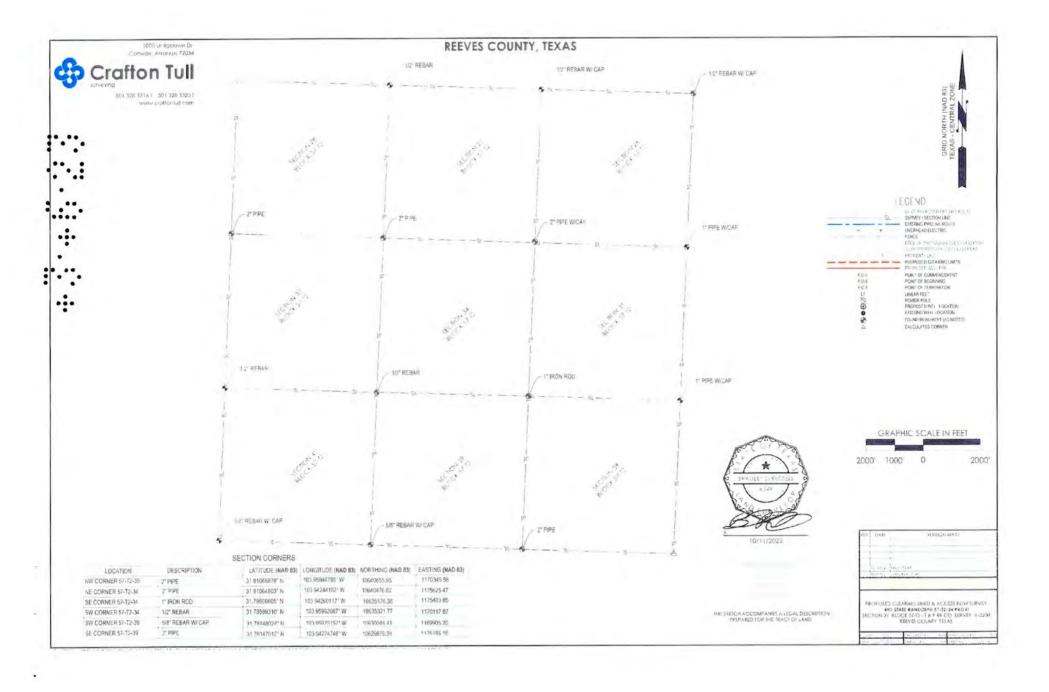
Half to Agent of State: \$217,877.71*(1/64)= \$3,404.34 (interest for owning the 10 acres)

TOTAL = \$435,755.41

1/28/2023



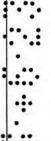






REEVES COUNTY TEXAS

SECTION 34, BLOCK 57-T2 TAPRECO SURVEY A - 2208



TIG STATE RANDOLPH 57-T2-34 PAD II CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14 70 ACPT CLEANING TIMITS BEING GUT OF A 640 ACPT TRACT, GRANTED TO PIERCE MINERAL LILLY ET ALLAS RECORDED IN VOLUME STZ FAGE 1471, IN SECTION 28. BLOCE ST ALL REFORS COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2205, TEXAS AND PACIFIC RE-CO SURVEY REEVES COUNTY TEXAS, BEING MORE PARTICLUARITY DESCRIBED AS FOLLOWS.

COMMENCING AT A 172" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK 57-72, REEVES COUNTY, TEXAS: THENCE IN 44156 45" E. A USTANCE DE 894 67 FEFT TO THE POINT OF BEGINNING, OF A 14 /D ACRE CHARAGE USING.

THENCE N BY AUST L. A DISTANCE OF 590 30 FEET TO A POINT.
THENCE S BY 1479 F. B. A DISTANCE OF 1985 OF TEET TO A POINT.
THENCE S BY 1473 F. W. A DISTANCE OF 590 80 FEET TO A POINT.
THENCE S BY 1479 W. A DISTANCE OF 1985 90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CHEARING LIMITS HAS A TOTAL AREA DE LA 70 ACRES. MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF PECURO BASE OF REARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE NADBBAS. DETERMINED BY CIPS OBSERVATION.
ALL DISTANCES ARE ORID DISTANCES BASED ON U.S. SURVEY FELT.

ACTORS EVALUATION

A METER AND BOUNDS DESCRIPTION OF AN IACCESS EASEMENT IN OVER ACROSS. AND TROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLP. FI AL AS RECORDED IN YOLLIMP STY, PAGE 727, INSECTION 38 BIOCE 57-12 REVEYS COUNTY IEXAS BEING DUT OF ABSTRACT NUMBER 728B. IEXAS AND TACIFIC RE CO. SURVEY, RECYE COUNTY, TEXAS BRING MORE TARTICULARLY DESCRIPTED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OR SECTION 34 BLOCK 57-72, REEVES COUNTY, TEXAS, THENCE IN 65THE 74 E. A DISTANCE OF 1802 PFEET TO THE POINT OF BEGINNING OF A PROPOSED SET FOUR OF MODE ACCESS EASEMENT SEINC, IS FEET ON BOTH STORES OF THE TOTAL PROPOSED OF THE TOTAL PROPOSED AS TOTAL PROPOSED.

THENCES 34/08/03°E, A DISTANCE OF 23Y 46-FEET TO THE POINT OF TERMINATION: SAID POINT BEING HIJPE 44/333°W. A DISTANCE OF 35SO 45 FEET TROM A 1 INCH IRON RODI ARKING, HE SOUTHEAST CORNER OF SECTION 34, BIDCH 51-75, EMEYES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 285 46 FEELOR 14.51 RODS AND CONTAINS 0.16 ACRES OF EASEMENT MORE OF ASSESSED AND RIGHTS-0F-WAY OF RECORD.

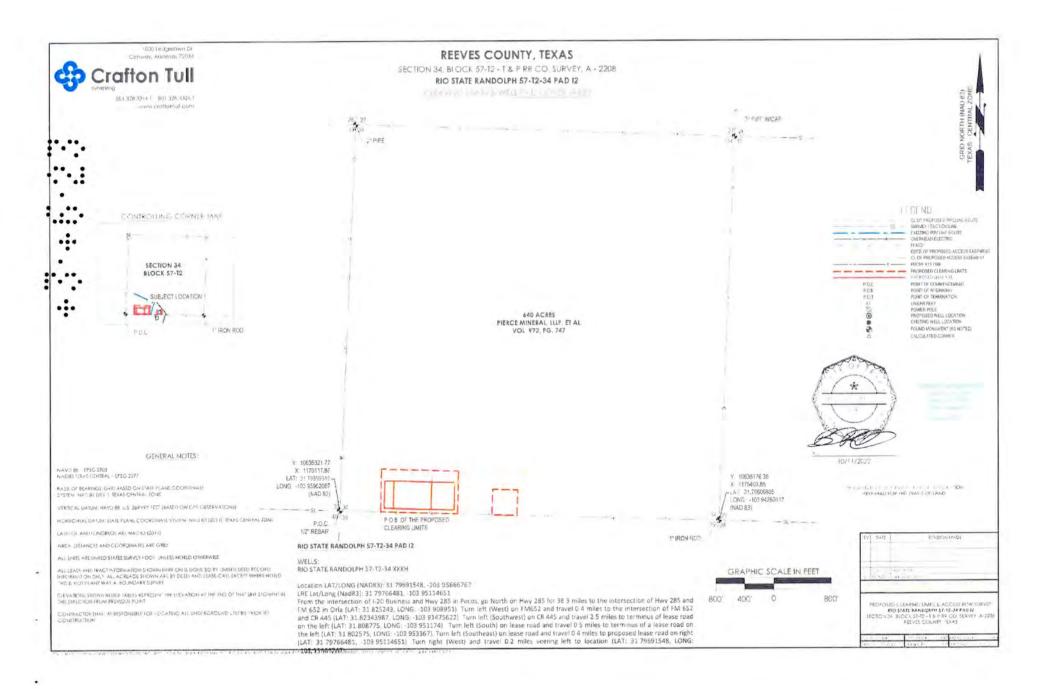
BASIS OF BEARINGS; TEXAS STATE PLANE GRID, CENTRAL FONE, NACRS AS DETERMINED. BY GPS OBSERVATION

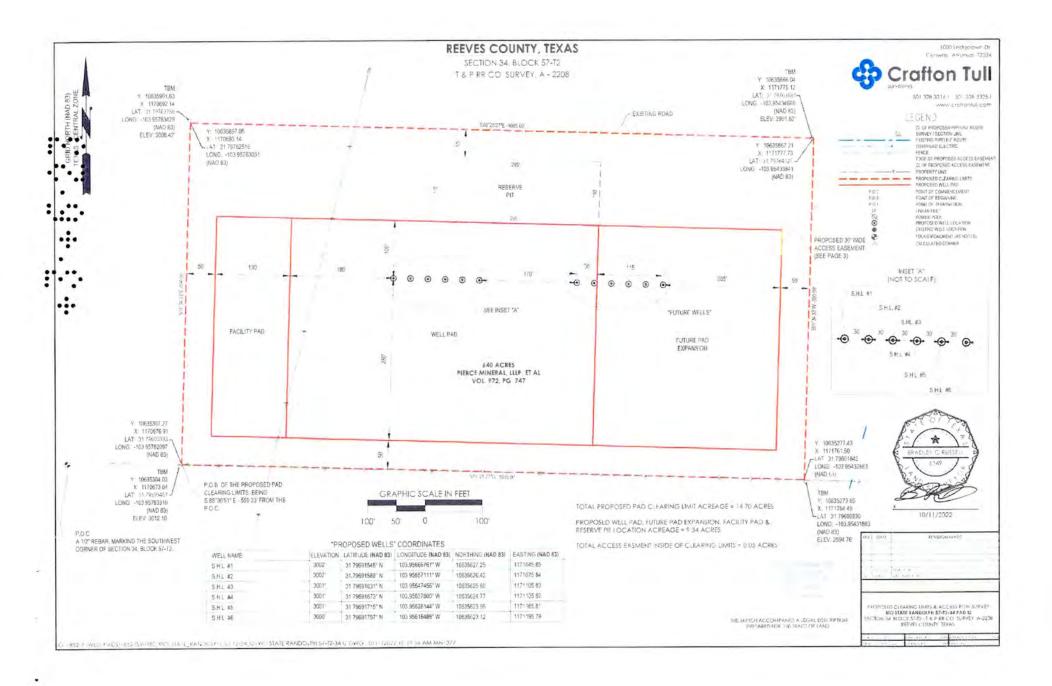
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEEL

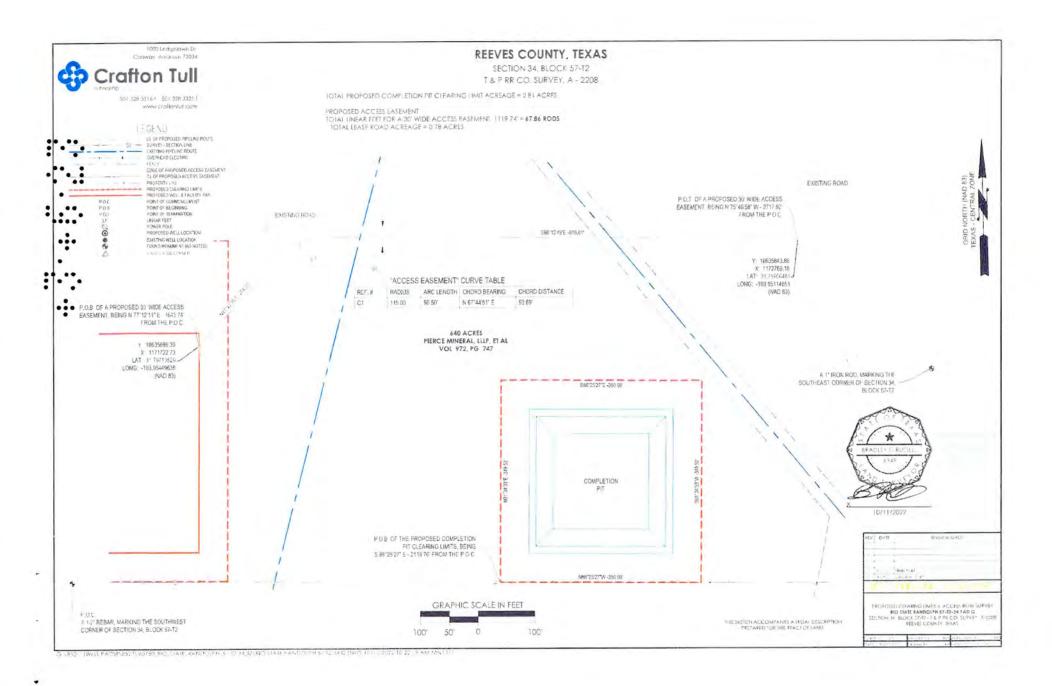
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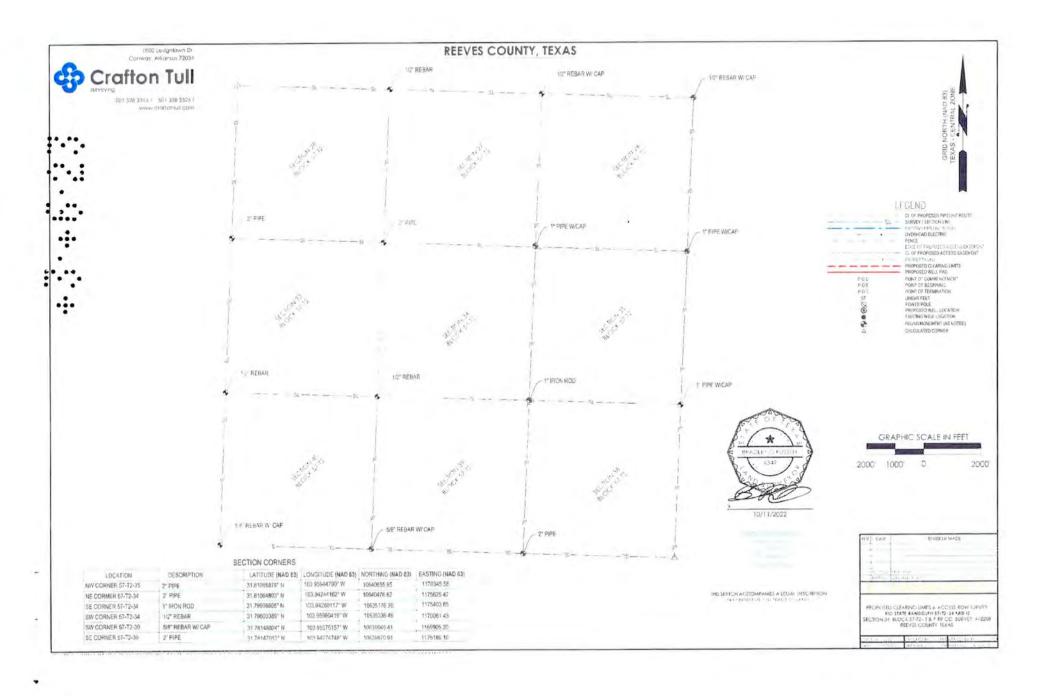
HO STATE PANDOLPH ST-12-34 FAD H

Siture Hirton tradecupts











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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T 8 P RR CO SURVEY, A - 2208

RIO STATE KANDOLPH 57-12-34 PAD EL CLEARING UMIST

A METE, AND BOWNS DESCRIPTION OF A 14 70 ACRE CLEARING LIMIT BEING OUT DY A 240 ACRE PRACT CRANTED TO HERCE MINERAL LLF. ET AL AS PROCEDED IN VIOLINE 972 FAGE 747 IN SECTION 34 BLUGGE 5747, REVYS COUNTY FEXAS BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC PROCU SURVEY, REDYC COUNTY TEXAS BEING MORE PARTICULARLY, DESCRIBED AS POLICIAS.

COMMENCING AT A 1/2" INCH PEBAR, MARKING THE SOUTHWEST CORNELL OF SECTION 3A, BLOCK 3A 72, REEVEL COUNTY TEXAS, HERICE'S 88"90'ST"E, A DISTANCE OF SIZE TO THE POINT OF BEGINNING OF A 14 TO ACRE CLEARING LIMITS

THENCE RUP 34'S) E. A DISTANCE OF \$90.00 FEET TO A POINT THENCE'S 88'25'27' E. A DISTANCE OF FIG. 5 PEET TO A FORM THENCE S THE 35'S W. A DISTANCE OF SPOON FEET TO A FORM THENCE'S METS'ST W. A DISTANCE OF 108'S 00 FEET TO BE TON'T UP SEGMINING.

THE ABOVE DESCRIBED CLEARING UMIS HAS A TOTAL AREA OF 14 70 ACRES, MORE OF LESS SUBJECT TO ALL RASEMENTS AND RIGHTS-OF-WAY OF RECORD. ABOUT OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL YONE NADBS AS DETERMINED BY OFS DASERVATION.

ALL DISTANCE: ARE GRID DISTANCES BASED ON U.S. SURVEY HEET

TOMPLEHON HIT CLEARING LIMITS

A MITTES AND ROUNDS DESCRIPTION OF A 2-81 ACRE CLEARING LIMITS BEING OUT OF A ROUND ACRE TRACT CRANTED TO PIERCE MINERAL, LLLP, ET AL AS REGORDED IN VOLUME 97.2, PAGE 747, IN SECTION 34, BLOCK 57-12 REEVES COUNTY, TEXAS BLING OUT OF ABSTRACT NUMBER 2208, TOKAS AND PACIFIC RE CO. SURVEY, REEVES COUNTY TEXAS, BRING MORE PARTICULARITY DESCRIPTED AS FOLLOWS:

COMMENCING AT A 172 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVEL COUNTY, TEXAS, THENCE'S BATE 27"E. A DISTANCE OF 2119 7A FEET TO THE POINT OF BEGINNING, OF A 2.8" ACRE CLEARING UMITS:

HENCE A 01°34°31° E, A DISTANCE OF 349 S2 PEET TO A POINT.
THENCE S 80°25°27 IC. A DISTANCE OF 350 OF PEET TO A POINT,
HENCE S 0. "743°31 W. A DISTANCE OF 349 S2 PEET TO A POINT OF 180°05° TO 180° TO 180°05° TO 180° TO 180°05° TO 1

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA DE 2.81 ACRES, MORECUL LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-DE-WAY OF PECORD, BASIS OF BEARINGS! TEXAS STATE PLANC GRID. CENTRAL ZONE, NAOBS AS DETERMINED BY ONE OBSERVATION.

ALL DISTANCES ART GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCUESS EASEMENT

A METER AND HOUNDS DESCRIPTION OF AN ACCESS FASEMENT IN OVER ACROSS AND THROUGH A 460 ACRE TRACT. GRANTED TO PIERCE MINERAL LLIP. EL ALAS RELORDED IN VOLUME V72 PAGE 147 IN SECTION 34 BLOCK 57-T2. REVVES COONTY TEXAS BEING OUT OF ABSTRACT NUMBER 2206. TEXAS AND PACIFIC AS CO. SURVEY, REPVES COUNTY TEXAS RIPTIC MODE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH PEBAR, MARKING THE SQUIHWIST CORNER OF SECTION, 94, BLOCK 57-72, PEEVES COUNTY, IEXAS" THENCEN 77F12"THE, A DISTANCE OF 1445 74 FEETTO THE POINT OF BESINNING OF A PROPICED BY FOOT WIDE ACCESS EASEMENT BEING. 15 HELT ON BOTH STOLE OF THE FOLLOWING DESCRIBED CENTERINE.

THENCE N 43°42'30" F. A DISTANCE OF 204'23 FEET TO A POINT.
THENCET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, AN APC.
TENGTH OF 96.50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67°49'51" E. 98.69.
TEST TO A FOINT.

THENCE'S BE" (2'49"E. A DISTANCE OF BLY OF FEET TO THE POINT OF TERMINATION. SAID-POINT BEING IN JAY-605ETM, A DISTANCE OF 2717 92 FEET FEUR ALL BY ONLE RECIP MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 5712, REPYES COUNTY

THE ABOVE DESCRIBED HAS A CONTRUNCTIONAL LENGTH OF THE 24 FEET OR 67 BE RODS AND CONTAINS & 76 ACPES OF EASEMENT, MORE OF LESS SUBJECTTO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: TEXAS S ATE PLANE GRID. CENTRAL ZONE, NADSS AS DETERMINED BY OPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



10/11/2022

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PROPOSED FEMANC UNITS A ACKED FOW ENVIRONMENTAL STREET FAMILY OF STREET FA

Set 1-17 X.77 MANAGE IN BRIDGE STEEL

	58
File No. MFU4834 Surface Jum	LY County
Date Filed: 3-15-2 Commissioner Dawn Buckingham, M	23
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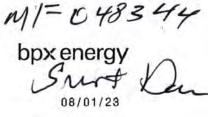
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BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

2100011 01 SD T 6147

DD

-P00011 C10



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149 PG 1 OF 1 Done 10/17/23

Checumate to GrandSlam Trunk line - Surface Damage Block 54, T2, Section 34 A-2208 MF 048344

24700958

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601452BPXML-CPS

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149 IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000515 ATTACHED BELOW

62-20

No. 6000000515

08/01/23

24700958

\$\$\$\$\$\$\$\$\$\$\$\$\$764.83

NOT VALID AFTER 6 MONTHS

Seven Hundred Sixty-four and 83/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

II 60000005 15II



October 2, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Checkmate to Grand Slam Trunkline – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Chisos Land, LLC - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

Frida

The lease bonus check is Check No. 6000000515 for \$764.83, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Darah Phillips

Sarah Phillips
Surface Landman & Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

SURFACE AND SUBSURFACE USE AGREEMENT

8

8

THE STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF REEVES

THIS SURFACE AND SUBSURFACE USE AGREEMENT ("Agreement") is made and entered into as of the 13th day of Februay, 2023 ("Effective Date"), by and between:

Chisos Land, LLC, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of the surface estate located in Reeves County, Texas and more particularly described as follows (hereinafter the "Property"):

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS,

WHEREAS, Grantee owns oil and gas leases covering the Property, which said leases grant BPX the right to explore for and produce oil, gas and other hydrocarbons;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee (individually, as a "Party" and, collectively as the "Parties") agree as follows:

1. Grant. Grantor hereby grants, leases and conveys to Grantee, its successors and assigns, for the purposes and subject to the terms and conditions provided for in this Surface and Subsurface Use Agreement (the "Agreement") the right to use the surface and the subsurface of the Property, as may be reasonably necessary, for drilling operations to explore for and to produce oil, gas and other hydrocarbons from the Property, lands adjacent or any lands pooled therewith or intersected by a wellbore drilled hereunder on the terms set forth herein. The rights granted hereunder shall include the right to use the surface and subsurface of the Property, as may be reasonably necessary, for such drilling, deepening, reworking, and producing operations together with the incidental rights to use and utilize the described property to the extent and as may be reasonably necessary and incidental to such operations including, but not limited to, the right to place, maintain and operate the necessary drilling, deepening, reworking and producing equipment on said property, the right to drill into and through any subsurface formations underlying the Property, as well as any lands intersected by a wellbore drilled hereunder, whether or not pooled therewith, so that said well or wells may be drilled vertically, or they may be drilled directionally or horizontally to a point underlying the lands of others, the right to deviate and sidetrack the well bore or bores to such horizons as Grantee may, in its discretion desire; also the right to re-drill, rework, plug back, alter, or re-enter any well or wells that Grantee may in its discretion desire; the right and transport substances produced from the such operations through the subsurface whether those substances are produced from the Property, lands adjacent or any lands pooled therewith or lands intersected by

any wellbore drilled hereunder; and the right to build, maintain, and replace roads, pipelines, tanks, bridges and other structures and facilities as may be reasonably necessary for such operations, along with rights of ingress and egress to and across the Property as may be reasonably necessary to exercise and enjoy all the rights conveyed hereunder.

- 2. <u>Use of Surface</u>. Grantee shall notify Grantor of the intended location of all well pads, production pads, water wells, equipment, pits, roadways, flow lines, pipelines, valve sites, launcher/receiver sites, surface sites, electrical lines, fiber lines, telecommunication lines, gathering systems, aboveground temporary water lines and other aboveground appurtenances and shall notify Grantor of all construction operations on the Property before commencing such operations. Grantee shall conduct all operations in such a manner as to cause minimum damage to the surface of the Property. Grantee shall not store any equipment or personal property on the Property except for use in Grantee's operations.
- Restrictions on Grantor. Grantor shall not interfere with the use thereof by Grantee for
 the purposes for which the Agreement is granted. If Grantor unreasonably interferes with
 the enjoyment of the rights and easements herein granted, Grantee shall have the right to
 immediately remove the violation.
- Payment. Grantee shall render all surface damage payments to Grantor as outlined in the Exhibit "A" attached to this Agreement prior to commence of construction operations.
- 5. Release. For and in consideration of the sums hereinabove provided for, Grantor does hereby release and discharge Grantee, its employees, agents, contractors, invitees, licensees from any and all losses, liabilities, claims and damages to the surface of the land and any and all appurtenances thereto as well as to fences, crops, timber, shrubs, fixtures, improvements, water wells, personal property, livestock thereon or injuries and damages to person or property resulting in any way or to any degree from the preparation and use of the Property. Grantor does hereby further agree and stipulate that the payment and acceptance of the consideration set forth above is full and complete payment, settlement, compromise, and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action arising directly or indirectly in connection with the above stated operations on the described premises by Grantee.
- 6. <u>Damages</u>. If, through its operations, Grantee causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced at Grantee's discretion, or Grantee shall promptly pay Grantor for such damage at a price to the area agreed upon by Grantor and Grantee.
- Term. This Agreement shall be in effect for so long as Grantee, its successors, or assigns, use the Property in accordance with the terms of this Agreement.
- 8. Indemnification. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION THEREFORE, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO

THE PROPERTY HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS ACCEPTED THE PROPERTY IN ITS CURRENT, "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, TITLE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

- Counterparts: Signatures. This Agreement may be executed in multiple counterparts, and
 copies of signatures, whether by facsimile, photocopy, or electronic scans, shall be treated
 as originals for all purposes hereunder.
- 10. Compliance with Laws. This Agreement is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations, or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force. In addition, Grantee shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.
- 11. <u>Agreement Runs with Land</u>. This Agreement shall run with the land and shall be binding on the heirs, successors, assigns, and personal representatives of the undersigned. It is further agreed that this grant covers all the agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.
- Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without reference to its conflicts of law provisions.
- Environmental. Grantee agrees to comply with all laws, rules, and regulations (including but not limited to those relating to environmental) applicable to the governmental agency or agencies having jurisdiction.
- 14. <u>Default: Notice and Cure</u>. If either party believes that the other party is in default of any of its obligations under this Agreement, then prior to exercising any rights or remedies provided for in this Agreement or at law or in equity for such breach, the party alleging such breach must give written notice to the defaulting party of the existence of such default.

- specifying the action or omission constituting such default, and the defaulting party shall have thirty (30) days after receipt of such written notice to cure such default.
- 15. Proportional Interest. Should Grantor, whether one or more enters into this Agreement with Grantee and Grantor owns less than 100% of the surface estate both parties agree that payments based upon the schedule listed in Exhibit "A" shall be proportionally reduced to reflect Grantor's ownership in the surface estate.
- 16. <u>Titles and Headings</u>. The titles and headings used in this Agreement are for illustrative purposes only and shall not be construed as terms of this Agreement.
- 17. <u>Reclamation</u>. Within six (6) months after initial disturbance to a well pad, roads, pipelines, or other operations, except for areas required for current operations such as roads, the wellheads, permanent facilities, water pits, and area for future drilling and workover operation, Grantee shall restore all disturbed area to their original condition as nearly as practicable.
- 18. <u>Infrastructure</u>. Grantee is granted the right, at any time and from time to time, to remove from the Property all tanks, machinery, pipe and pipelines, fixtures, or any other structures or property placed on the Property by Grantee.

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- 19. <u>Subsurface Easement</u>. Grantor hereby grants and conveys to Grantee, its successors and assigns a subsurface easement or easements for the right to use a limited portion of the subsurface of the Property, for drilling, vertically, directionally and/or horizontally, deepening, reworking, testing, plugging back, placing, constructing, operating, maintaining, repairing, and replacing, in, under and through the Property for the drilling and production of oil, gas, gas liquids and other hydrocarbons, using, including but not limited to, drill pipes, drill bits, casing, tubing, testing devices, down hole equipment and accessories reasonably necessary.
- 20. Notice. Notices to Grantor and Grantee shall be in writing and mailed to the addresses stated above and shall be deemed given upon receipt when sent via United States Postal Service ("USPS") Certified Mail, return receipt requested, or overnight courier, including but not limited to Federal Express or United Postal Service ("UPS"). Payments shall be deemed given when deposited with the USPS, Federal Express or UPS in a properly addressed postage paid envelope. Either party may change its address for notice purposes at any time and from time to time during the term hereof, using the notice procedures described in this paragraph. Any notice given to Grantee shall be to the following address:

BPX Energy Inc.

1700 Platte Street, Suite 150

Denver, Colorado 80202

Attn: Permian Land Department

- 21. Memorandum. This Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement shall be filed of record in the county wherein the Property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.
- 22. Warranty of Authority. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

- 23. <u>Assignment</u>. This rights of either party herein may be assigned in whole or in part and the provisions hereof shall extend of the heirs, executors, administrators, successors, and assigns, but no change or division of ownership of the rights or payments due hereunder, however accomplished, shall operate to enlarge the obligations or dimmish the rights of this Agreement.
- 24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. Any agreement, statement, or promise made by a Party which is not contained in or referenced in this Agreement, will not be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Chisos Land, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TARRANT

8

This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Chisos Land, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

STACY LEANNE THOMAS
Notary Public, State of Taxas
Comm. Expires 10-21-2023
Notary ID 124710671

Notary Public

GRANTEE:

BPX Operating Company

By: Mindy Johnson Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO §

COUNTY OF DENVER §

This instrument was acknowledged before me on the 27 day of February, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said company.

Notary Public

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NICHOLE ROTHE Notary Public State of Colorado Notary ID # 20184042789 My Commission Expires 11-01-2026

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EXHIBIT "A"

Rate and Damage Schedule

Attached to and made a part of that certain Surface Lease Agreement between BPX Operating Company and Chisos Land, LLC Lessee, dated effective February 13, 2023.

Lessee has agreed to pay, and Lessor has agreed to accept the following rate and damage schedule as full payment for any and all damages in connection with Lessee's operations on the Leased Premises under the terms of the Agreement:

I. WELL LOCATIONS AND OIL & GAS LEASE APPURTENANCES

- The location fee includes damages <u>exclusively</u> on the applicable company oil/gas lease for well
 location, tank battery on existing well pad, flowlines, power lines, etc. and use of existing roads
 for ingress/egress.
- Damaged area includes pads, drilling/reserve pits, laydown area, etc.
- All other appurtenances (e.g., tanks located off well pad, meters, flowlines, power lines, etc.)
 will require surface damage payments as depicted herein.
- Caliche is <u>not</u> included in the location fee. Any caliche taken from Leased Premises, other than reclaimed caliche, requires payment for consideration.
- Any new road access to a location requires a damage payment.
- LOCATION FEES ARE BASED ON TOTAL MEASURED DEPTH INCLUDING HORIZONTAL SECTION OF THE WELLBORE.

A. New Location - Including Multiple Wellbores on Same Pad

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$15,000.00
4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$22,500.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$30,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$37,500.00
5. Each additional wellbore located on the same well pad	\$9,500.00

B. Re-Entry

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$6,000.00
4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$9,500.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$13,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$16,500.00

C. Fresh Water Frac Pit Site

- Pit area calculated from the outside base of the berm. Unused pits must be closed by the end of primary term.
- All caliche must be returned to pit.

Consideration

1. Maximum 40,000 sq. ft. pit area

\$10,000.00

2. Pit area greater than 40,000 sq. ft.

\$0.20/sq. ft. over and above C.1.

D. Stacked Rig

Damages

1. Stacked Drilling Rig

\$750.00/day

E. General Damages

Damages

1. Remediation of ground surface

\$0.12/sq. ft.

2. Off-pad construction

\$0.12/sq. ft.

3. Pad extensions

\$0.08/sq. ft.

4. Off-lease central tank battery

\$6,000.00

(up to 75,000 sq. ft.) (contract not required)

 Off-lease central tank battery (greater than 75,000 sq. fl.) (contract not required)

Min. \$0.08 sq. ft.

6. Temporary pipeline (supporting on-lease/in unit wells)

None

(not to exceed 120 days per placement of temporary pipeline)
7. Temporary pipeline (supporting off-lease/off-unit wells)

(not to exceed 120 days per placement of temporary pipeline)

\$1.00/linear foot

II. MATERIAL SALES

Fee

Caliche or Limestone
 (for use on or off Leased Premises)

\$6.00/yd3

2. Reclaimed Caliche (for use on or off Leased Premises)

65-4

 All reclaimed caliche must be completely removed down to ground level. After removal, the area must be ripped and/or reseeded if so requested by the Landowner.

None

3. Other Materials

Market Rate of the materials

Opening of new material pit

 (in addition to any fees listed in II.1, through II.3.)

\$30,000.00

III. GEOPHYSICAL PERMITS

Damages

1.2-D

\$3,000.00/mile

2.3-D

\$25.00/acre

3. Brush removal (by written permission only)

\$500/mile

4. If geophysical activity occurs during big game hunting season (in permit area) or during lambing season (potentially year round), an income loss assessment per affected acre is due from the permit holder to the Grazing Lessee. All such payments will be determined and monitored by Lessor personnel.

Hunting – Maximum \$4.00/acre* Lambing – Maximum \$6.00/acre*

^{*}Separate payment required, delivered to Lessor's office, payable to grazing lessee.

IV. ROADS

Consideration/Damage

Canaldamatian

Damages

1. Road \$70.00/rod

V. PIPELINE EASEMENTS

	Consideration
1. Less than 6"	\$60.00/rod
2. 6" to Less than 12"	\$90.00/rod
3. 12" to Less than 24"	\$140.00/rod
4. 24" or Greater	\$240.00/rod

VI. MAINTENANCE OF ALL PIPELINE EASEMENTS

1. Repair or replacement of pipeline	
(to avoid penalty, removal or replaced line from Leased	\$45,00/rod
Premises required within 30 days)	
2. Termination of Easement	None
(removal of pipe is required)	None
3. Remediation of leak/spill	\$0.08/sq. ft.

VII. UTILITY LINE EASEMENTS

	Consideration
Less than 30,000 volts line capacity (maximum width 30 feet)	\$35.00/rod
30,000 volts line capacity but less than 69,000 volts line capacity (maximum width 30 feet)	\$40.00/rod
69,000 volts line capacity but less than 138,000 volts line capacity (maximum width 60 feet)	\$135,00/rod
 138,000 volts line capacity but less than 300,000 volts line capacity (maximum width 80 feet) 	\$185.00/rod
 300,000 volts line capacity but less than 345,000 volts line capacity (maximum width 145 feet) 	\$275.00/rod
 345,000 volts line capacity and above volts line capacity (maximum width 180 feet) 	\$340.00/rod
7. Fiber optic or telephone line (line serving fewer than 100 end users)	\$2.00/rod
8. Fiber optic or telephone line (line serving 100 or more end users)	\$4.00/rod

VIII. Water Sales for Drilling and Completion

- Water fees are based on total measured depth including horizontal section of the wellbore.
- Payment due for each oil & gas well if and only if Lessor's water well is used on the premises.
- No Fee shall be due if Lessee provides its own water source.

See a. & b.
\$9,500.00/oil or gas well
\$16,500.00/oil or gas well
\$26,500.00/oil or gas well

d. Greater than 13,000 feet measured depth	\$46,000.00/oil or gas well
	See Below
Water used for re-entry of plugged well	
a. Less than 4,000 feet measured depth	\$6,500.00/oil or gas well
b. 4,000 feet to 7,999 feet measured depth	\$12,000.00/oil or gas well
c. 8,000 feet to 13,000 feet measured depth	\$19,000.00/oil or gas well
d. Greater than 13,000 feet measured depth	\$34,500.00/oil or gas well

IX. SALTWATER DISPOSAL CONTRACTS (SWD)

leases by one or more operators)

(Disposal of water produced from oil and gas operations)

A. Operator of Lessor's Oil and Gas Lease - Operates Water Disposal Well Located on the Lease - Pipeline Transport Only

Consideration

into the disposal well

epaid \$10,000.00 for 5-year rm plus \$0.08/bbl injected into the disposal well

Lessors and non-Lessor's leases commingled (disposal of water produced from both Lessor's leases and non-Lessor's term plus \$0.10/bbl injected

All new Saltwater Disposal Wells must pay a location fee in addition to the fees listed above. See A. above for location fees required.

10-4-23

File No. MFU48344

Surface Deciding

Date Filed: /0/13/Commissioner Dawn Buckingham, MD.

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

2100013 01 SD T 6147

DD

-P00013 C10

MF048344 bpx energy Surf Den

PG 1 OF 1

10/17/23

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

Checumall to Grand Slam - Surface Dumages
Block 57, T2, Section 34 A - 2208
MF0476344

24700959

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601454BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000517 ATTACHED BELOW

62-20 311

No. 6000000517

24700959

08/01/23

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L

AUSTIN TX 78701-149

\$\$\$\$\$\$\$\$\$\$\$\$2,462.94

NOT VALID AFTER 6 MONTHS

Two Thousand Four Hundred Sixty-two and 94/100 Dollars

Sur A. Sterk

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" 60000005 1 7 II



October 2, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Checkmate to Grand Slam Trunkline – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Pegasus Resources, LLC - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000000517 for \$2,462.94, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips
Surface Landman & Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

ş KNOW ALL MEN BY THESE PRESENTS:

中華 经基

COUNTY OF REEVES

THIS SURFACE AND SUBSURFACE USE AGREEMENT ("Agreement") is made and entered into as of the 13th day of Februay, 2023 ("Effective Date"), by and between:

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Pegasus Resources, LLC, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of the surface estate located in Reeves County, Texas and more particularly described as follows (hereinafter the "Property"):

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS,

WHEREAS, Grantee owns oil and gas leases covering the Property, which said leases grant BPX the right to explore for and produce oil, gas and other hydrocarbons;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee (individually, as a "Party" and, collectively as the "Parties") agree as follows:

 Grant. Grantor hereby grants, leases and conveys to Grantee, its successors and assigns, for the purposes and subject to the terms and conditions provided for in this Surface and Subsurface Use Agreement (the "Agreement") the right to use the surface and the subsurface of the Property, as may be reasonably necessary, for drilling operations to explore for and to produce oil, gas and other hydrocarbons from the Property, lands adjacent or any lands pooled therewith or intersected by a wellbore drilled hereunder on the terms set forth herein. The rights granted hereunder shall include the right to use the surface and subsurface of the Property, as may be reasonably necessary, for such drilling, deepening, reworking, and producing operations together with the incidental rights to use and utilize the described property to the extent and as may be reasonably necessary and incidental to such operations including, but not limited to, the right to place, maintain and operate the necessary drilling, deepening, reworking and producing equipment on said property, the right to drill into and through any subsurface formations underlying the Property, as well as any lands intersected by a wellbore drilled hereunder, whether or not pooled therewith, so that said well or wells may be drilled vertically, or they may be drilled directionally or horizontally to a point underlying the lands of others, the right to deviate and sidetrack the well bore or bores to such horizons as Grantee may, in its discretion desire; also the right to re-drill, rework, plug back, alter, or re-enter any well or wells that Grantee may in its discretion desire; the right and transport substances produced from the such operations through the subsurface whether those substances are produced from the Property, lands adjacent or any lands pooled therewith or lands intersected by

any wellbore drilled hereunder; and the right to build, maintain, and replace roads, pipelines, tanks, bridges and other structures and facilities as may be reasonably necessary for such operations, along with rights of ingress and egress to and across the Property as may be reasonably necessary to exercise and enjoy all the rights conveyed hereunder.

- 2. <u>Use of Surface</u>. Grantee shall notify Grantor of the intended location of all well pads, production pads, water wells, equipment, pits, roadways, flow lines, pipelines, valve sites, launcher/receiver sites, surface sites, electrical lines, fiber lines, telecommunication lines, gathering systems, aboveground temporary water lines and other aboveground appurtenances and shall notify Grantor of all construction operations on the Property before commencing such operations. Grantee shall conduct all operations in such a manner as to cause minimum damage to the surface of the Property. Grantee shall not store any equipment or personal property on the Property except for use in Grantee's operations.
- Restrictions on Grantor. Grantor shall not interfere with the use thereof by Grantee for the purposes for which the Agreement is granted. If Grantor unreasonably interferes with the enjoyment of the rights and easements herein granted, Grantee shall have the right to immediately remove the violation.
- Payment. Grantee shall render all surface damage payments to Grantor as outlined in the Exhibit "A" attached to this Agreement prior to commence of construction operations.
- 5. Release. For and in consideration of the sums hereinabove provided for, Grantor does hereby release and discharge Grantee, its employees, agents, contractors, invitees, licensees from any and all losses, liabilities, claims and damages to the surface of the land and any and all appurtenances thereto as well as to fences, crops, timber, shrubs, fixtures, improvements, water wells, personal property, livestock thereon or injuries and damages to person or property resulting in any way or to any degree from the preparation and use of the Property. Grantor does hereby further agree and stipulate that the payment and acceptance of the consideration set forth above is full and complete payment, settlement, compromise, and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action arising directly or indirectly in connection with the above stated operations on the described premises by Grantee.
- 6. <u>Damages</u>. If, through its operations, Grantee causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced at Grantee's discretion, or Grantee shall promptly pay Grantor for such damage at a price to the area agreed upon by Grantor and Grantee.
- Term. This Agreement shall be in effect for so long as Grantee, its successors, or assigns, use the Property in accordance with the terms of this Agreement.
- 8. Indemnification. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION THEREFORE, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO

THE PROPERTY HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS ACCEPTED THE PROPERTY IN ITS CURRENT, "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, TITLE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

- Counterparts; Signatures. This Agreement may be executed in multiple counterparts, and
 copies of signatures, whether by facsimile, photocopy, or electronic scans, shall be treated
 as originals for all purposes hereunder.
- 10. Compliance with Laws. This Agreement is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations, or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force. In addition, Grantee shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.
- 11. <u>Agreement Runs with Land</u>. This Agreement shall run with the land and shall be binding on the heirs, successors, assigns, and personal representatives of the undersigned. It is further agreed that this grant covers all the agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.
- 12. <u>Choice of Law.</u> This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without reference to its conflicts of law provisions.
- 13. <u>Environmental</u>. Grantee agrees to comply with all laws, rules, and regulations (including but not limited to those relating to environmental) applicable to the governmental agency or agencies having jurisdiction.
- 14. <u>Default; Notice and Cure</u>. If either party believes that the other party is in default of any of its obligations under this Agreement, then prior to exercising any rights or remedies provided for in this Agreement or at law or in equity for such breach, the party alleging such breach must give written notice to the defaulting party of the existence of such default,

specifying the action or omission constituting such default, and the defaulting party shall have thirty (30) days after receipt of such written notice to cure such default.

- 15. <u>Proportional Interest</u>. Should Grantor, whether one or more enters into this Agreement with Grantee and Grantor owns less than 100% of the surface estate both parties agree that payments based upon the schedule listed in Exhibit "A" shall be proportionally reduced to reflect Grantor's ownership in the surface estate.
- 16. <u>Titles and Headings</u>. The titles and headings used in this Agreement are for illustrative purposes only and shall not be construed as terms of this Agreement.
- 17. <u>Reclamation</u>. Within six (6) months after initial disturbance to a well pad, roads, pipelines, or other operations, except for areas required for current operations such as roads, the wellheads, permanent facilities, water pits, and area for future drilling and workover operation, Grantee shall restore all disturbed area to their original condition as nearly as practicable.
- 18. <u>Infrastructure</u>. Grantee is granted the right, at any time and from time to time, to remove from the Property all tanks, machinery, pipe and pipelines, fixtures, or any other structures or property placed on the Property by Grantee.
- 19. <u>Subsurface Easement.</u> Grantor hereby grants and conveys to Grantee, its successors and assigns a subsurface easement or easements for the right to use a limited portion of the subsurface of the Property, for drilling, vertically, directionally and/or horizontally, deepening, reworking, testing, plugging back, placing, constructing, operating, maintaining, repairing, and replacing, in, under and through the Property for the drilling and production of oil, gas, gas liquids and other hydrocarbons, using, including but not limited to, drill pipes, drill bits, casing, tubing, testing devices, down hole equipment and accessories reasonably necessary.
- 20. Notice. Notices to Grantor and Grantee shall be in writing and mailed to the addresses stated above and shall be deemed given upon receipt when sent via United States Postal Service ("USPS") Certified Mail, return receipt requested, or overnight courier, including but not limited to Federal Express or United Postal Service ("UPS"). Payments shall be deemed given when deposited with the USPS, Federal Express or UPS in a properly addressed postage paid envelope. Either party may change its address for notice purposes at any time and from time to time during the term hereof, using the notice procedures described in this paragraph. Any notice given to Grantee shall be to the following address:

BPX Energy Inc.

1700 Platte Street, Suite 150

Denver, Colorado 80202

Attn: Permian Land Department

- 21. Memorandum. This Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement shall be filed of record in the county wherein the Property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.
- 22. Warranty of Authority. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

- 23. <u>Assignment</u>. This rights of either party herein may be assigned in whole or in part and the provisions hereof shall extend of the heirs, executors, administrators, successors, and assigns, but no change or division of ownership of the rights or payments due hereunder, however accomplished, shall operate to enlarge the obligations or dimmish the rights of this Agreement.
- 24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. Any agreement, statement, or promise made by a Party which is not contained in or referenced in this Agreement, will not be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Pegasus Resources, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

STATE OF TEXAS

8

COUNTY OF TARRANT

8

This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Pegasus Resources, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

STACY LEANNE THOMAS
Notary Public, State of Texas
Comm. Expires 10-21-2023
Netery ID 124710571

Notary Public

Thomas

GRANTEE:

BPX Operating Company

By: Mindy Johnson

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENVER §

This instrument was acknowledged before me on the 27 day of February, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said company.

Notary Public

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NICHOLE ROTHE Notary Public State of Colorado Notary ID # 20184042789 My Commission Expires 11-01-2026

EXHIBIT "A"

Rate and Damage Schedule

Attached to and made a part of that certain Surface Lease Agreement between BPX Operating Company and Pegasus Resources, LLC Lessee, dated effective February 13, 2023.

Lessee has agreed to pay, and Lessor has agreed to accept the following rate and damage schedule as full payment for any and all damages in connection with Lessee's operations on the Leased Premises under the terms of the Agreement:

I. WELL LOCATIONS AND OIL & GAS LEASE APPURTENANCES

- The location fee includes damages <u>exclusively</u> on the applicable company oil/gas lease for well
 location, tank battery on existing well pad, flowlines, power lines, etc. and use of existing roads
 for ingress/egress.
- · Damaged area includes pads, drilling/reserve pits, laydown area, etc.
- All other appurtenances (e.g., tanks located off well pad, meters, flowlines, power lines, etc.)
 will require surface damage payments as depicted herein.
- Caliche is <u>not</u> included in the location fee. Any caliche taken from Leased Premises, other than reclaimed caliche, requires payment for consideration.
- Any new road access to a location requires a damage payment.
- LOCATION FEES ARE BASED ON TOTAL MEASURED DEPTH INCLUDING HORIZONTAL SECTION OF THE WELLBORE.

A. New Location - Including Multiple Wellbores on Same Pad

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$15,000.00
4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$22,500.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$30,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$37,500.00
5. Each additional wellbore located on the same well pad	\$9,500.00

B. Re-Entry

	Damages
Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area)	\$6,000.00
4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$9,500.00
 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area) 	\$13,000.00
4. Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area)	\$16,500.00

C. Fresh Water Frac Pit Site

- Pit area calculated from the outside base of the berm. Unused pits must be closed by the end of primary term.
- All caliche must be returned to pit.

Consideration

1. Maximum 40,000 sq. ft. pit area

\$10,000.00

2. Pit area greater than 40,000 sq. ft.

\$0.20/sq. ft. over and above C.1.

D. Stacked Rig

Damages

1. Stacked Drilling Rig

\$750.00/day

E. General Damages

Damages

1. Remediation of ground surface

\$0.12/sq. ft.

2. Off-pad construction

\$0.12/sq. ft.

3. Pad extensions

\$0.08/sq. ft.

4. Off-lease central tank battery

\$6,000.00

(up to 75,000 sq. ft.) (contract not required)

5. Off-lease central tank battery

Min. \$0.08 sq. ft.

(greater than 75,000 sq. ft.) (contract not required)

None

 Temporary pipeline (supporting on-lease/in unit wells) (not to exceed 120 days per placement of temporary pipeline)

\$1.00/linear foot

Temporary pipeline (supporting off-lease/off-unit wells)
 (not to exceed 120 days per placement of temporary pipeline)

II. MATERIAL SALES

Fee

1. Caliche or Limestone (for use on or off Leased Premises)

\$6.00/yd3

None

Market Rate of the materials

2. Reclaimed Caliche (for use on or off Leased Premises)

1/or

 All reclaimed caliche must be completely removed down to ground level. After removal, the area must be ripped and/or reseeded if so requested by the Landowner.

3. Other Materials

\$30,000.00

Opening of new material pit
 (in addition to any fees listed in II.1. through II.3.)

III. GEOPHYSICAL PERMITS

Damages

1.2-D

\$3,000.00/mile

2.3-D

\$25.00/acre

3. Brush removal (by written permission only)

\$500/mile

4. If geophysical activity occurs during big game hunting season (in permit area) or during lambing season (potentially year round), an income loss assessment per affected acre is due from the permit holder to the Grazing Lessee. All such payments will be determined and monitored by Lessor personnel.

Hunting – Maximum \$4.00/acre* Lambing – Maximum \$6.00/acre*

*Separate payment required, delivered to Lessor's office, payable to grazing lessee.

IV. ROADS

Consideration/Damage

Damages

1. Road \$70.00/rod

V. PIPELINE EASEMENTS

	Consideration
1. Less than 6"	\$60.00/rod
2. 6" to Less than 12"	\$90,00/rod
3. 12" to Less than 24"	\$140.00/rod
4, 24" or Greater	\$240.00/rod

VI. MAINTENANCE OF ALL PIPELINE EASEMENTS

1. Repair or replacement of pipeline	
(to avoid penalty, removal or replaced line from Leased	\$45.00/rod
Premises required within 30 days)	
2. Termination of Easement	None
(removal of pipe is required)	
3. Remediation of leak/spill	\$0.08/sq. ft.

VII. UTILITY LINE EASEMENTS

	Consideration
Less than 30,000 volts line capacity (maximum width 30 feet)	\$35.00/rod
30,000 volts line capacity but less than 69,000 volts line capacity (maximum width 30 feet)	\$40.00/rod
69,000 volts line capacity but less than 138,000 volts line capacity (maximum width 60 feet)	\$135,00/rod
 138,000 volts line capacity but less than 300,000 volts line capacity (maximum width 80 feet) 	\$185.00/rod
 300,000 volts line capacity but less than 345,000 volts line capacity (maximum width 145 feet) 	\$275.00/rod
 345,000 volts line capacity and above volts line capacity (maximum width 180 feet) 	\$340.00/rod
7. Fiber optic or telephone line (line serving fewer than 100 end users)	\$2.00/rod
8. Fiber optic or telephone line (line serving 100 or more end users)	\$4.00/rod

VIII. Water Sales for Drilling and Completion

- Water fees are based on total measured depth including horizontal section of the wellbore.
- · Payment due for each oil & gas well if and only if Lessor's water well is used on the premises.
- No Fee shall be due if Lessee provides its own water source.

		Fee
1. Wat	ter used for drilling & completion of one oil or gas well on ads	See a. & b.
a.	Less than 4,000 feet measured depth	\$9,500.00/oil or gas well
b.	4,000 feet to 7,999 feet measured depth	\$16,500.00/oil or gas well
c.	8,000 feet to 13,000 feet measured depth	\$26,500.00/oil or gas well

d. Greater than 13,000 feet measured depth	\$46,000.00/oil or gas well
	See Below
Water used for re-entry of plugged well	
a. Less than 4,000 feet measured depth	\$6,500.00/oil or gas well
b. 4,000 feet to 7,999 feet measured depth	\$12,000.00/oil or gas well
c. 8,000 feet to 13,000 feet measured depth	\$19,000.00/oil or gas well
d. Greater than 13,000 feet measured depth	\$34,500.00/oil or gas well

IX. SALTWATER DISPOSAL CONTRACTS (SWD)

(Disposal of water produced from oil and gas operations)

A. Operator of Lessor's Oil and Gas Lease - Operates Water Disposal Well Located on the Lease - <u>Pipeline Transport Only</u>

Consideration

1. Lessor's leases only (disposal of produced water from mult	tiple
Lessor's leases by single or multiple operators)	

Prepaid \$10,000.00 for 5-year term plus \$0.08/bbl injected into the disposal well

Lessors and non-Lessor's leases commingled (disposal of water produced from both Lessor's leases and non-Lessor's leases by one or more operators) Prepaid \$12,500.00 for 5-year term plus \$0.10/bbl injected into the disposal well

All new Saltwater Disposal Wells must pay a location fee in addition to the fees listed above. See A. above for location fees required.

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

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

6

COUNTY OF REEVES

8

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by **Pegasus Resources**, **LLC**, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Pegasus Resources, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

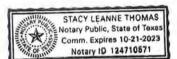
STATE OF TEXAS

8

COUNTY OF TARRANT

8

This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Pegasus Resources, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.



Notary Public

GRANTEE: BPX Operating Company

By: Mindy Johnson Title: Attorney-in-Fact

STATE OF COLORADO

8

COUNTY OF DENVER

8

This instrument was acknowledged before me on the 27th day of February, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf/of said company.

NICHOLE ROTHE
Notary Public
State of Colorado
Notary ID # 20184042789
My Commission Expires 11-01-2026

Notary Public

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Establi I

File No. ME 048344
Servace Very

Date Filed:__

Commissioner Dawn Buckingham, M.D.

By:____

No.

16-

1

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

2100010 01 SD

-P00010 C10



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

MF048344 bpx energy Surface 08/01/23 Day

VENDOR NUMBER: TRACE NUMBER: 2330601451BPXML-CPS Checkmate to Grand Slam Trunkline-Surface Damages BIOCK 57, T2, Section 34 - A-2208 UFOUR344 24700960

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601451BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000514 ATTACHED BELOW

62-20 24700960

No. 6000000514

08/01/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AUSTIN TX 78701-149 \$\$\$\$\$\$\$\$\$\$\$18,357.62

NOT VALID AFTER 6 MONTHS

Eighteen Thousand Three Hundred Fifty-seven and 62/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" B0000005 14"



October 2, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Checkmate to Grand Slam Trunkline – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the TAS Royalty Company - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000000514 for \$18,357.62, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Barah Phillips

Sarah Phillips
Surface Landman & Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

SURFACE AND SUBSURFACE USE AGREEMENT

8

8

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF REEVES

THIS SURFACE USE AGREEMENT ("Agreement") is made and entered into as of the day of ________, 2023 ("Effective Date"), by and between:

TAS Royalty Company, whose address is P.O. Box 5279, Austin, Texas 78763 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston Texas 77079 (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of the surface estate located in Reeves County, Texas and more particularly described as follows (hereinafter the "Property"):

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS8,

WHEREAS, Grantee owns oil and gas leases covering the Property, which said leases grant BPX the right to explore for and produce oil, gas and other hydrocarbons;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee (individually, as a "Party" and, collectively as the "Parties") agree as follows:

- 1. Grant. Grantor hereby grants, leases and conveys to Grantee, its successors and assigns, for the purposes and subject to the terms and conditions provided for in this Surface (the "Agreement") the right to use the surface of the Property, as may be reasonably necessary, for drilling operations to explore for and to produce oil, gas and other hydrocarbons from the Property, lands adjacent or any lands pooled therewith or intersected by a wellbore drilled hereunder on the terms set forth herein. The rights granted hereunder shall include the right to use the surface of the Property, as may be reasonably necessary, for such drilling, deepening, reworking, and producing operations together with the incidental rights to use and utilize the described property to the extent and as may be reasonably necessary and incidental to such operations including, but not limited to, the right to place, maintain and operate the necessary drilling, deepening, reworking and producing equipment on said property, and the right to build, maintain, and replace roads, pipelines, tanks, bridges and other structures and facilities as may be reasonably necessary for such operations, along with rights of ingress and egress to and across the Property as may be reasonably necessary to exercise and enjoy all the rights conveyed hereunder.
- 2. Use of Surface. Grantee shall notify Grantor of the intended location of all well pads, production pads, water wells, equipment, pits, roadways, flow lines, pipelines, valve sites, launcher/receiver sites, surface sites, electrical lines, fiber lines, telecommunication lines, gathering systems, aboveground temporary water lines and other aboveground appurtenances and shall notify Grantor of all construction operations on the Property

before commencing such operations. Grantee shall conduct all operations in such a manner as to cause minimum damage to the surface of the Property. Grantee shall not store any equipment or personal property on the Property except for use in Grantee's operations.

- Restrictions on Grantor. Grantor shall not interfere with the use thereof by Grantee for
 the purposes for which the Agreement is granted. If Grantor unreasonably interferes with
 the enjoyment of the rights and easements herein granted, Grantee shall have the right to
 immediately remove the violation.
- 4. Payment. Grantee shall render all surface damage payments to Grantor as outlined in the Exhibit "A" attached to this Agreement prior to commence of construction operations, or at the applicable rate as stated in the Rate and Damage Schedule provided by The University of Texas System University Lands at the time said damage was incurred, whichever is greater.
- 5. Release. For and in consideration of the sums hereinabove provided for, Grantor does hereby release and discharge Grantee, its employees, agents, contractors, invitees, licensees from any and all losses, liabilities, claims and damages to the surface of the land and any and all appurtenances thereto as well as to fences, crops, timber, shrubs, fixtures, improvements, water wells, personal property, livestock thereon or injuries and damages to person or property resulting in any way or to any degree from the preparation and use of the Property. Grantor does hereby further agree and stipulate that the payment and acceptance of the consideration set forth above is full and complete payment, settlement, compromise, and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action arising directly or indirectly in connection with the above stated operations on the described premises by Grantee.
- 6. <u>Damages</u>. If, through its operations, Grantee causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced at Grantee's discretion, or Grantee shall promptly pay Grantor for such damage at a price to the area agreed upon by Grantor and Grantee.
- Term. This Agreement shall be in effect for so long as Grantee, its successors, or assigns, use the Property in accordance with the terms of this Agreement.
- 8. Indemnification. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION THEREFOR, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE PROPERTY HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER

AGREES THAT GRANTEE HAS ACCEPTED THE PROPERTY IN ITS CURRENT, "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, TITLE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

- Counterparts: Signatures. This Agreement may be executed in multiple counterparts, and copies of signatures, whether by facsimile, photocopy, or electronic scans, shall be treated as originals for all purposes hereunder.
- 10. Compliance with Laws. This Agreement is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations, or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force. In addition, Grantee shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.
- 11. Agreement Runs with Land. This Agreement shall run with the land and shall be binding on the heirs, successors, assigns, and personal representatives of the undersigned. It is further agreed that this grant covers all the agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.
- 12. Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without reference to its conflicts of law provisions.
- 13. <u>Environmental</u>. Grantee agrees to comply with all laws, rules, and regulations (including but not limited to those relating to environmental) applicable to the governmental agency or agencies having jurisdiction.
- 14. <u>Default: Notice and Cure</u>. If either party believes that the other party is in default of any of its obligations under this Agreement, then prior to exercising any rights or remedies provided for in this Agreement or at law or in equity for such breach, the party alleging such breach must give written notice to the defaulting party of the existence of such default, specifying the action or omission constituting such default, and the defaulting party shall have thirty (30) days after receipt of such written notice to cure such default.
- Proportional Interest. Should Grantor, whether one or more enters into this Agreement with Grantee and Grantor owns less than 100% of the surface estate both parties agree that

payments based upon the schedule listed in Exhibit "A" shall be proportionally reduced to reflect Grantor's ownership in the surface estate.

- 16. <u>Titles and Headings</u>. The titles and headings used in this Agreement are for illustrative purposes only and shall not be construed as terms of this Agreement.
- 17. <u>Reclamation</u>. Within six (6) months after initial disturbance to a well pad, roads, pipelines, or other operations, except for areas required for current operations such as roads, the wellheads, permanent facilities, water pits, and area for future drilling and workover operation, Grantee shall restore all disturbed area to their original condition as nearly as practicable.
- 18. <u>Infrastructure</u>. Grantee is granted the right, at any time and from time to time, to remove from the Property all tanks, machinery, pipe and pipelines, fixtures, or any other structures or property placed on the Property by Grantee.
- 19. Notice Notices to Grantor and Grantee shall be in writing and mailed to the addresses stated above and shall be deemed given upon receipt when sent via United States Postal Service ("USPS") Certified Mail, return receipt requested, or overnight courier, including but not limited to Federal Express or United Postal Service ("UPS"). Payments shall be deemed given when deposited with the USPS, Federal Express or UPS in a properly addressed postage paid envelope. Either party may change its address for notice purposes at any time and from time to time during the term hereof, using the notice procedures described in this paragraph. Any notice given to Grantee shall be to the following address:

BPX Energy Inc. 1700 Platte Street, Suite 150 Denver, Colorado 80202 Attn: Permian Land Department

- 20. Memorandum. This Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement shall be filed of record in the county wherein the Property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.
- 21. Warranty of Authority. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.
- 22. <u>Assignment</u>. This rights of either party herein may be assigned in whole or in part and the provisions hereof shall extend of the heirs, executors, administrators, successors, and assigns, but no change or division of ownership of the rights or payments due hereunder, however accomplished, shall operate to enlarge the obligations or dimmish the rights of this Agreement.
- 23. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. Any agreement, statement, or promise made by a Party which is not contained in or referenced in this Agreement, will not be binding.

IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

CONTRACTOR	con	ı
GRANTOR		n

TAS Royalty Company

D).__

Name: TID-AS A SKES

ACKNOWLEDGMENT

STATE OF ENNISCE §

COUNTY OF Stars \$

This instrument was acknowledged before me on the 9 day of JUNE, 2023, by

HOWE A SIKES as PARTURE of TAS Royalty

Company to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.



Notary Publicapory e Merringel

GRANTEE: BPX Operating Company		
By: Mindy Johnson		
Title: Attorney-in-Fact		
	ACKNOWLI	EDGMENT .
STATE OF COLORADO	§	
COUNTY OF DENVER	§	
		re me on theday of, or BPX Operating Company, on behalf of said
		Notary Public

EXHIBIT "A"

Rate and Damage Schedule

Attached to and made a part of that certain Surface Lease Agreement between BPX Operating Company, as Lessor and TAS Royalty Company, as Lessee, as of effective date.

Lessee has agreed to pay, and Lessor has agreed to accept the following rate and damage schedule as full payment for any and all damages in connection with Lessee's operations on the Leased Premises under the terms of the Agreement:

I. WELL LOCATIONS AND OIL & GAS LEASE APPURTENANCES

- The location fee includes damages <u>exclusively</u> on the applicable company oil/gas lease for well location, tank battery on existing well pad, flowlines, power lines, etc. and use of existing roads for ingress/egress.
- · Damaged area includes pads, drilling/reserve pits, laydown area, etc.
- All other appurtenances (e.g., tanks located off well pad, meters, flowlines, power lines, etc.)
 will require surface damage payments as depicted herein.
- Caliche is <u>not</u> included in the location fee. Any caliche taken from Leased Premises, other than
 reclaimed caliche, requires payment for consideration.
- · Any new road access to a location requires a damage payment.
- LOCATION FEES ARE BASED ON TOTAL MEASURED DEPTH INCLUDING HORIZONTAL SECTION OF THE WELLBORE.

A. New Location - Including Multiple Wellbores on Same Pad

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$15,000.00
 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area) 	\$22,500.00
3, 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$30,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$37,500.00
5. Each additional wellbore located on the same well pad	\$9,500.00



B. Re-Entry

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$6,000.00
2. 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area)	\$9,500.00
3. 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area)	\$13,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$16,500.00

C. Fresh Water Frac Pit Site

- Pit area calculated from the outside base of the berm. Unused pits must be closed by the end of primary term.
- All caliche must be returned to pit.

Consideration

1 Maximum 40,000 sq. ft. pit area	\$10,000.00
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2. Pit area greater than 40,000 sq. ft, \$0.20/sq. ft. over and above C.1.

D. Stacked Rig

D. Stateto Mg	Damages
1. Stacked Drilling Rig	\$750.00/day
E. General Damages	
	Damages

1. Remediation of ground surface	\$0.12/sq. ft.
2. Off-pad construction	\$0.12/sq. ft.
3. Pad extensions	\$0.08/sq. ft.
 Off-lease central tank battery (up to 75,000 sq. fl.) (contract not required) 	\$6,000.00
 Off-lease central tank battery (greater than 75,000 sq. ft.) (contract not required) 	Min. \$0.08 sq. ft.
 Temporary pipeline (supporting on-lease/in unit wells) (not to exceed 120 days per placement of temporary pipeline) 	None
7 Temporary pipeline (supporting off-lease/off-unit wells)	N 100 III

7 Temporary pipeline (supporting off-lease/off-unit wells) \$1.00/linear foot (not to exceed 120 days per placement of temporary pipeline)

II. MATERIAL SALES

1. Caliche or Limestone

(for use on or off Leased Premises)

\$6.00/yd

Fee

2. Reclaimed Caliche (for use on or off Leased Premises)

 All reclaimed caliche must be completely removed down to ground level. After removal, the area must be ripped and/or reseeded if so requested by the Landowner.

None

3. Other Materials

Market Rate of the materials

4. Opening of new material pit (in addition to any fees listed in II.1, through II.3.)

\$30,000.00

III.GEOPHYSICAL PERMITS

Damages

1. 2-D \$3,000.00/mile

2. 3-D \$25,00/acre

3. Brush removal (by written permission only) \$500/mile

4. If geophysical activity occurs during big game hunting season (in permit area) or during lambing season (potentially year round), an income loss assessment per affected acre is due from the permit holder to the Grazing Lessee. All such payments will be determined and monitored by Lessor personnel.

Hunting – Maximum \$4.00/acre* Lambing – Maximum \$6.00/acre*

*Separate payment required, delivered to Lessor's office, payable to grazing lessee.

IV.ROADS

Consideration/Damag

e

1. Road \$70.00/rod

V. PIPELINE EASEMENTS

Consideration

1 Less than 6" \$60.00/rod

2. 6" to Less than 12" \$90.00/rod

3. 12" to Less than 24" \$140.00/rod

4. 24" or Greater \$240.00/rod

VI. MAINTENANCE OF ALL PIPELINE EASEMENTS

Damages	
\$45.00/rod	
None	

VII. UTILITY LINE EASEMENTS

	Consideration	
Less than 30,000 volts line capacity (maximum width 30 feet)	\$35.00/rod	
30,000 volts line capacity but less than 69,000 volts line capacity (maximum width 30 feet)	\$40.00/rod	
 69,000 volts line capacity but less than 138,000 volts line capacity (maximum width 60 feet) 	\$135.00/rod	
 138,000 volts line capacity but less than 300,000 volts line capacity (maximum width 80 feet) 	\$185.00/rod	
 300,000 volts line capacity but less than 345,000 volts line capacity (maximum width 145 feet) 	\$275.00/rod	
 345,000 volts line capacity and above volts line capacity (maximum width 180 feet) 	\$340.00/rod	
7. Fiber optic or telephone line (line serving fewer than 100 end users)	\$2.00/rod	
8. Fiber optic or telephone line (line serving 100 or more end users)	\$4.00/rod	

VIII. Water Sales for Drilling and Completion

- · Water fees are based on total measured depth including horizontal section of the wellbore.
- · Payment due for each oil & gas well if and only if Lessor's water well is used on the premises.
- No Fee shall be due if Lessee provides its own water source.

		Fee
l. Wat	er used for drilling & completion of one oil or gas well on ids	See a. & b.
a.	Less than 4,000 feet measured depth	\$9,500.00/oil or gas well
b	4,000 feet to 7,999 feet measured depth	\$16,500.00/oil or gas well
Ç.	8,000 feet to 13,000 feet measured depth	\$26,500.00/oil or gas well
d.	Greater than 13,000 feet measured depth	\$46,000.00/oil or gas well
		See Below

- 2. Water used for re-entry of plugged well
 - a. Less than 4,000 feet measured depth S6,500,00/oil or gas well
 - b. 4,000 feet to 7,999 feet measured depth \$12,000.00/oil or gas well
 - c. 8,000 feet to 13,000 feet measured depth \$19,000,00/oil or gas well
 - d. Greater than 13,000 feet measured depth \$34,500.00/oil or gas well

IX, SALTWATER DISPOSAL CONTRACTS (SWD)

(Disposal of water produced from oil and gas operations)

A. Operator of Lessor's Oil and Gas Lease – Operates Water Disposal Well Located on the Lease – <u>Pipeline Transport Only</u>

Consideration

 Lessor's leases only (disposal of produced water from multiple Lessor's leases by single or multiple operators) Prepaid \$10,000.00 for 5-year term plus \$0.08/bbl injected into the disposal well

 Lessors and non-Lessor's leases commingled (disposal of water produced from both Lessor's leases and non-Lessor's leases by one or more operators) Prepaid \$12,500.00 for 5-year term plus \$0.10/bbl injected into the disposal well

All new Saltwater Disposal Wells must pay a location fee in addition to the fees listed above. See A.
above for location fees required.



EXHIBIT "A", PAGE 1 OF 2 CENTERLINE DESCRIPTION FOR A 60' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

"CHECKMATE TRUNKLINE PIPELINE":

A CENTERLINE DESCRIPTION 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 57-12, REEVES COUNTY, TEXAS; THENCE S 88°03'17" E A DISTANCE OF 2,532,03 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 14°49'10" W A DISTANCE OF 24.91 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 42.43 FEET TO A POINT;
THENCE S 14°49'10" W A DISTANCE OF 1,146.06 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 648.94 FEET TO A POINT;
THENCE S 55°21'10" W A DISTANCE OF 1,466.03 FEET TO A POINT;
THENCE S 03°00'57" W A DISTANCE OF 703.82 FEET TO A POINT;
THENCE S 48°00'57" W A DISTANCE OF 705.66 FEET TO A POINT;
THENCE S 03°51'38" W A DISTANCE OF 1,025.91 FEET TO THE POINT OF TERMINATION,
SAID POINT BEING N 22°37'05" E A DISTANCE OF 1,238.68 FEET FROM A 1/2 INCH REBAR
AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,155.76 FEET OR 312.47 RODS AND CONTAINS 7.10 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.

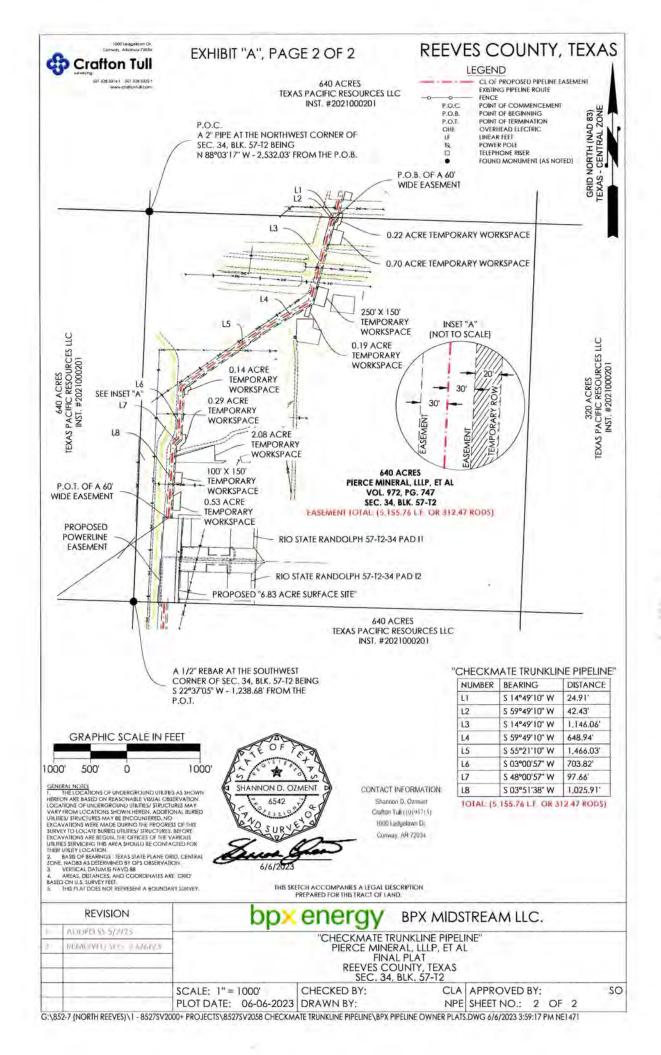
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

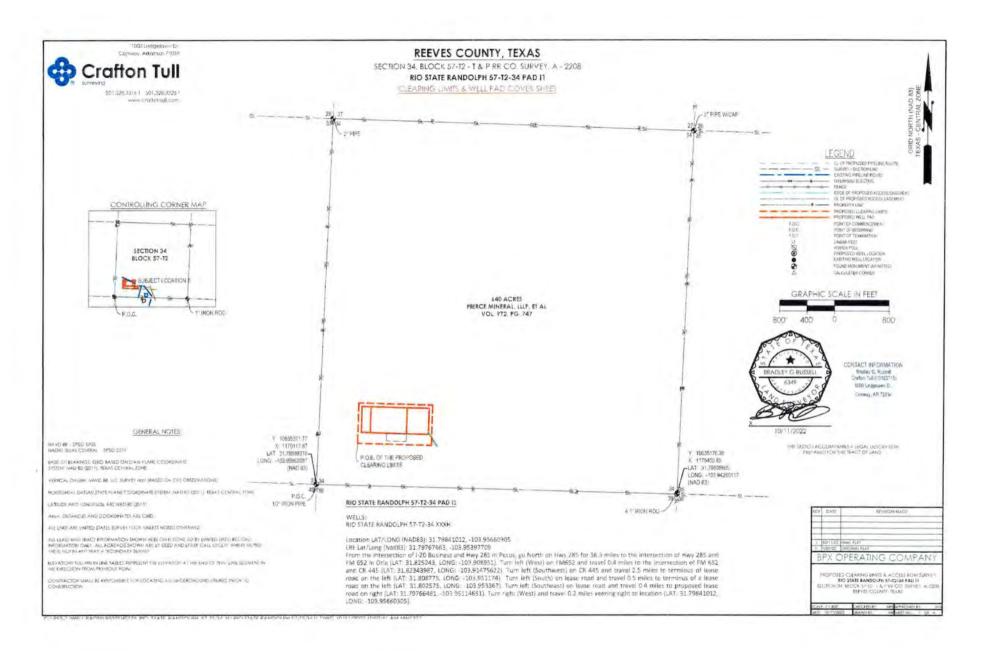
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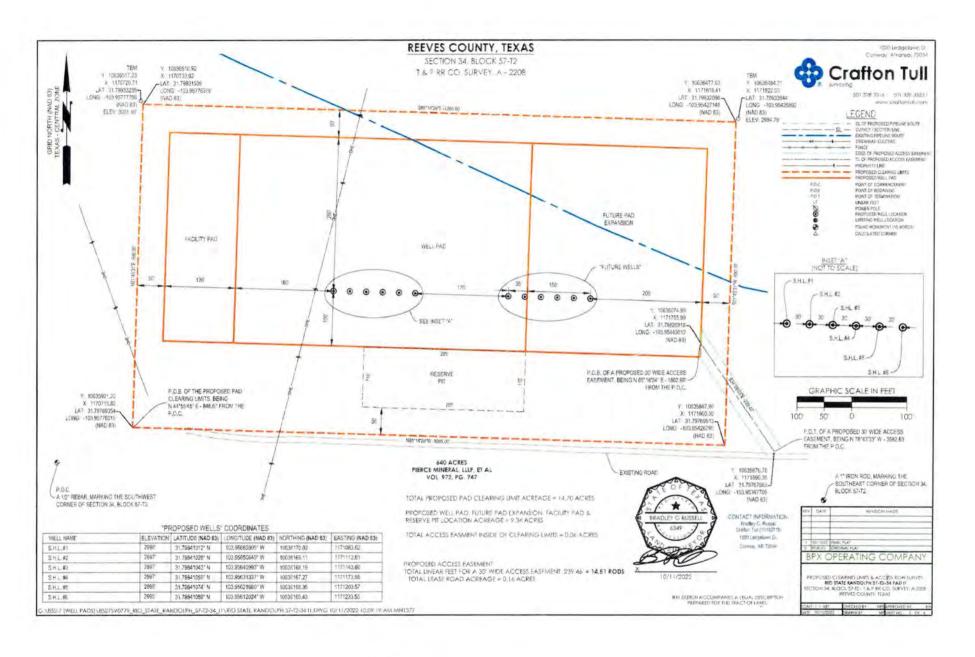




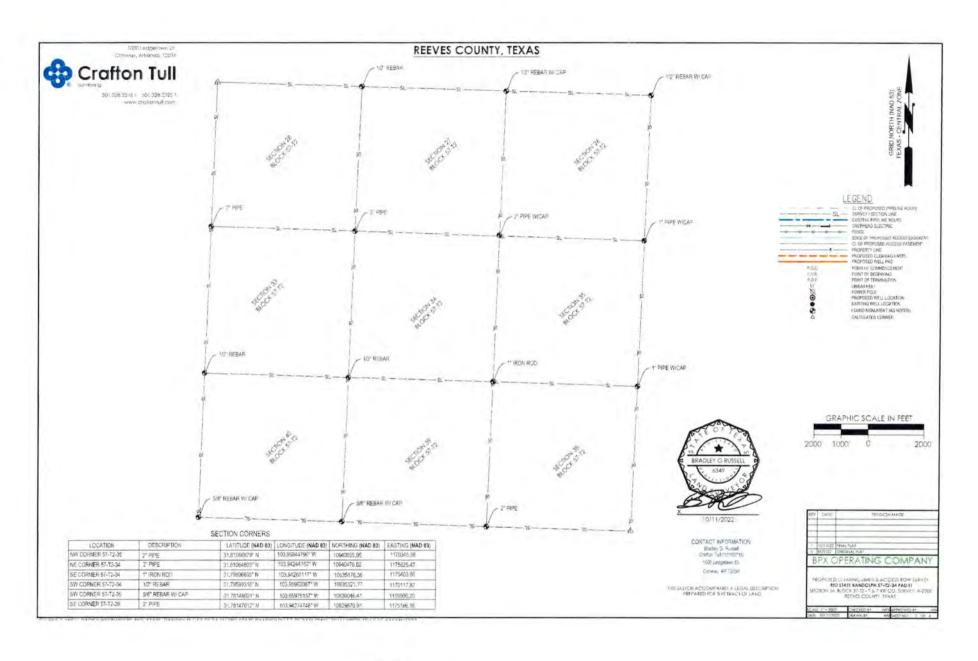


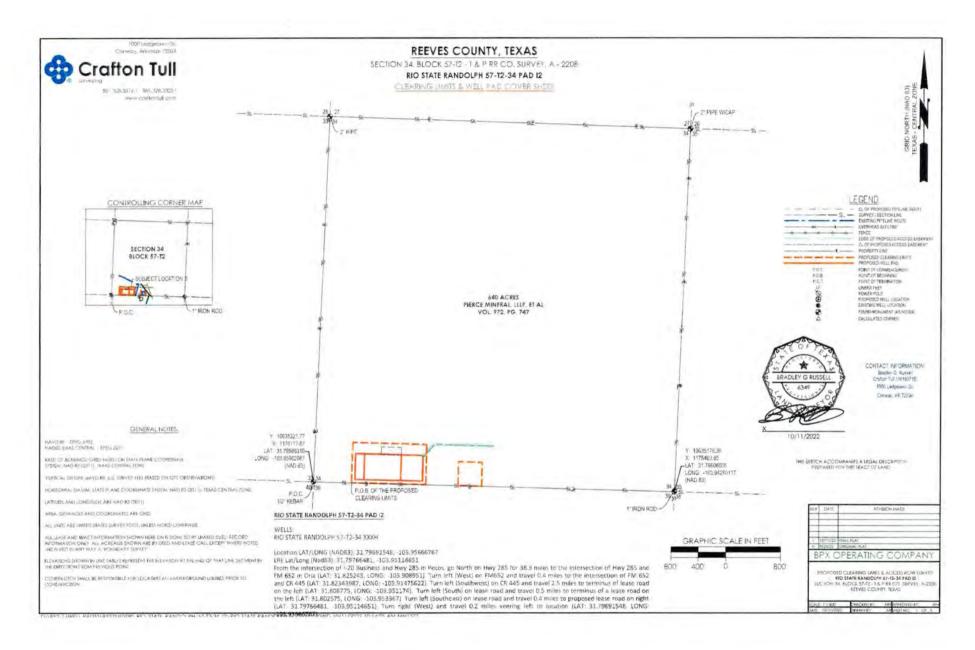




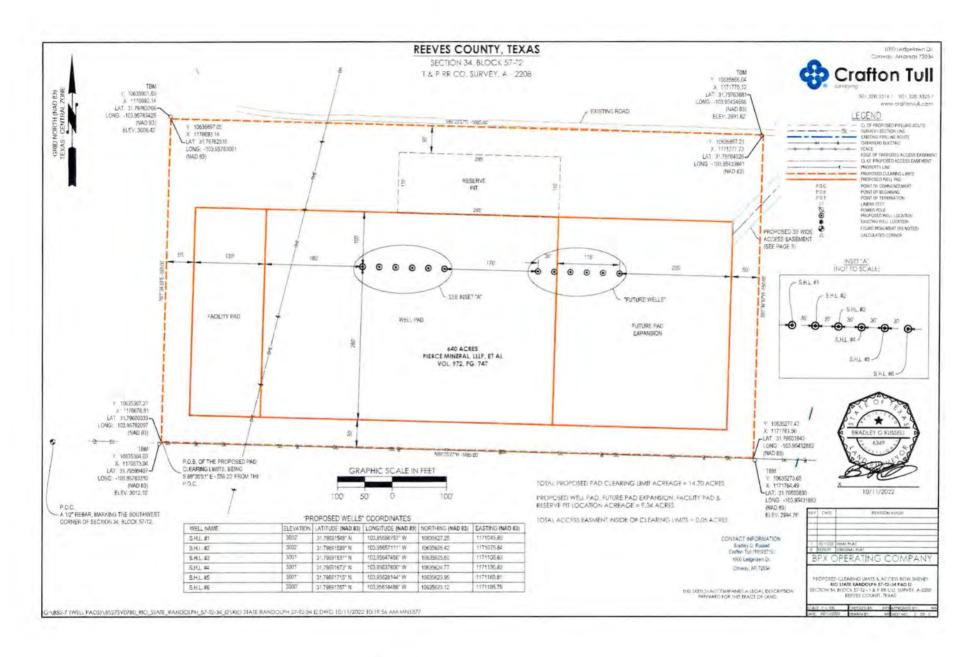




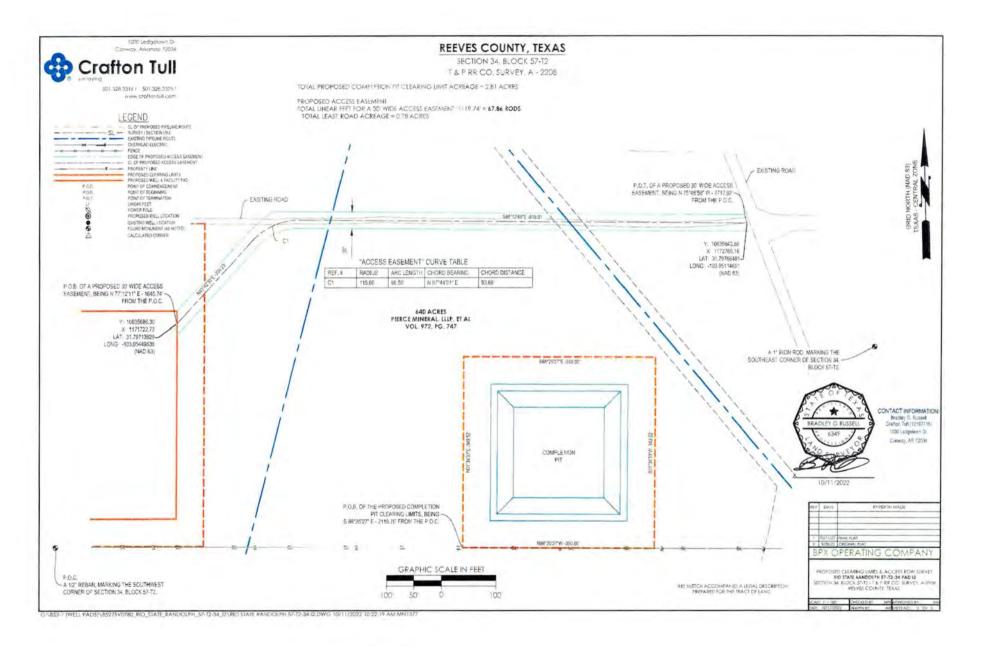


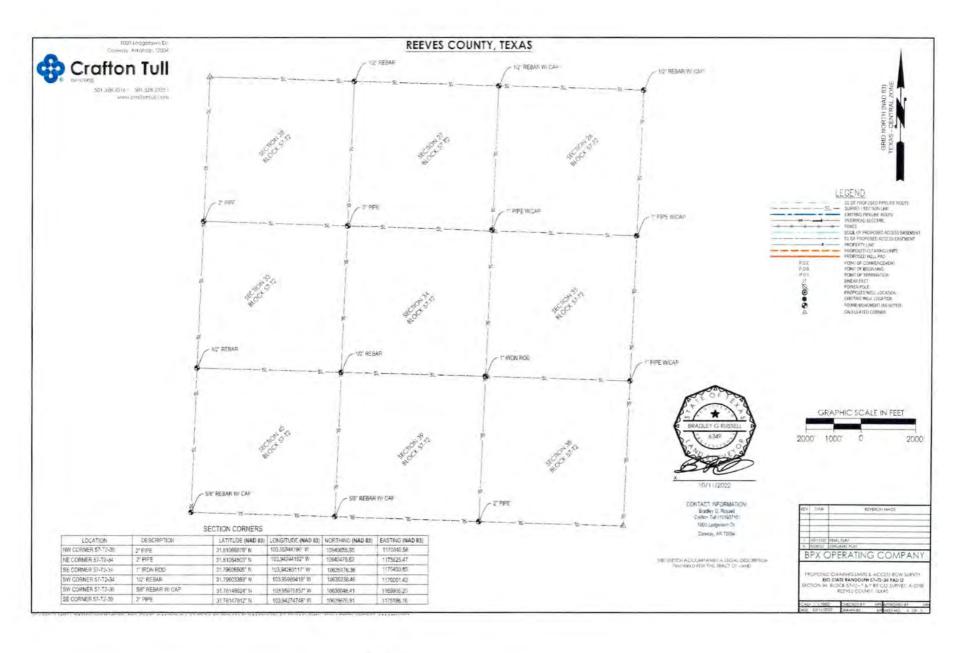














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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & F RR CO, SURVEY, A - 2208

RIG STATE RANDOLPH, S7-72-34 PAD 12 CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14-TO ACRE CLEARING LIMITS BEING OUT OF A 649 ACRE FRACT, GRANTED TO PIERCE MINERAL, LLE, ET AL ASSECTION AS IN VOLUME PEZ, 4 ACE 741 IN SECTION AS INDUCE STALL REVIEW COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2206 TEXAS AND PACIFIC RECOUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2206 TEXAS AND PACIFIC RECOUNTY TEXAS BEING MORE PARTICULARLY DISSCRIBED AS FOLLOWS:

COMMENCING ALIA: 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY TEXAS: THENCE S 88°30'5) 'E. A OSTANCE OF 537-23 FECT TO THE POINT OF BEGINNING OF A 14.70 ACRE CLEARING LIMITS

THENCE N 0.7/34/39 E. A DISTANCE OF 59/0 /00 FEET TO A HOINT.
THENCE S 607/32/37 E. A DISTANCE OF 1085-00 FEET TO A POINT.
THENCE S 0.7/34/39 W. A DISTANCE OF S90,00 FEET TO A POINT.
THENCE N 687/25/37 W. A DISTANCE OF 1885-00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES MORE OR LESS SUBJECT TO ALL PASSIMENTS AND RIGHTS OF WAY OF RECORD BASSION BEARINGS. TEXAS STATE PLANE GRID CENTRAL LONE NADES AS DETERMINED BY GRES DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY LEFT

COMPLETION PIT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 2 BT ACRE CLEARING LIMITS BEING OUT OF A 440 ACRE TRACT GRANTED TO PIERCE MINERAL LUP ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-32, REEVES COUNTY TEXAS BRING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RE CO., SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-TZ, REEVES COUNTY, TEXAS: THENCE S.BB*25/27" E. A. DISTANCE OF 2119.76 FERT TO THE POINT OF BEGINNING OF A 2.81 ACRE CILDARING UMINS:

THENCE N 01°3433° E. A DISTANCE OF 349.52 FEET TO A POINT;
THENCE 5 88°2527° E. A DISTANCE OF 350,00 FEET TO A POINT.
THENCE 5 01°3433° W. A DISTANCE OF 349.52 FEET TO A POINT.
THENCE N. 88°25527° W. A DISTANCE OF 350,00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 2.81 ACRES. MORE ON LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-DR-WAY OF RECORD BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADES AS DETERMINED BY GRS DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS EASEMENT

A MEES AND BOUNDS DESCRIPTION OF AN ACCESS BASEMENT IN OVER ACROSS. AND THROUGH A 540 ACRE FRACE GRANTED TO PIERCE MINERAL LLIP, ET AL AS RECORDED IN VOLUME 972 PAGE 747, IN SECTION 34, BLOCK 57-72, REVISE DOWNY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RECO. SURVEY REVISE SOUTHY, TEXAS, BRING MORE PARTICULARLY DESCRIBED AS POLICIONS.

COMMENCING AT A 1/2" INCH.REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, RESVES COUNTY, TRYAS: THENCE N 77"12" IT IS: A DISTANCE OF 1445-74 FEET TO THE FOINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED COMPRISED

THENCE A 43'42'80' E. A DISTANCE OF 204.23 FEET TO A FOINT:
THENCE ALONG A CURINE TO THE RIGHT HAVING A BADUR, OF TIS, OF FEET ANY ARC:
LENGTH OF 96 SO FEET AND A CHORD BEARING AND DISTANCE OF N 67'44'51' E. 93,69'
FEET TO A POINT:

THENCES 88*12'49" E. A DISTANCE OF 8 IP.01 PET TO THE POINT OF TERMINATION SAID. POINT BEING IN STORESS W. A DISTANCE OF 2"FILIPS FEET PROINT A LINCH IRON ROD. MARKING, THE SOUTHERS! CORRES OF SECTION 34, BLOCK 57472, RECYST COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF \$1.19.74 FEET OR 67.89. RODE AND CONTAINES OF SCREEN OF EASIMENT MORE OR LESS. SUBJECT TO ALL EASIMENTS AND REGISTSOFWAY OF RECORD.

BASIS OF BEARINGS. TEXAS STATE PLANE GRID, CENTRAL ZONE, NADBS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



CONTACT INFORMATION: Bracilly C. Rassell Crafter Tall (1912/15) 1000 Lacysters Ch Commy, AH 7805

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BPX OPERATING COMPANY

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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T& PRR CO. SURVEY A - 2208

RIO STATE RANDOLPH 57-12-34 PAD IT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14,70 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE. TRACT. GRANIED TO PIERCE MINIERAL LLE, ET ALL AS RECORDED IN YOULIME 572. PAGE 787. IN SECTION 28. BLOCK 57-72. REEVES COUNTY TEXAS, BEING OUT OF ABSTRACT NUMBER 2208. TEXAS AND PACIFIC RECO SURVEY. REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING: AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 3A, BLOCK 57-12, REEVEX COUNTY, TEXAS: THENCE N. 44°55/45° E. A. DISTANCE OF 846 OF FEET TO THE POINT OF BEGINNING OF A 147/1/4 CRE. CLEARING LIMITS

THENCE N.01*45'31" E. A. DISTANCE OF 590.00 FEET TO A POINT.
THENCE'S BEHI-429" E. A. DISTANCE OF 1085,00 FEET TO A POINT.
THENCE'S 01*45'31" W. A. DISTANCE OF 590.00 FEET TO A POINT.
HENCE'N BEHI-429" W. A. DISTANCE OF 1085,00 FEET TO 14° POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES MORE OF LESS, SHEELET TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, BASIS OF BEARINGS: TEXAS STATE FLAME GRID, CENTRAL ZONE NADES AS DETERMINED BY ORS DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FECT

ACCESS EASEMENT

A METE AND BOUNDS DESCRIPTION OF AN ACCESS SASEMENT IN OVER ACKOSS.

AND PIRROUGH A MID ACRE TRACT GRANTED TO PIRROUGH ACKOSS.

RECORDED IN VOLUME 572, PAGE 747, IN SECTION S4, SLIGH, 57-12, REVISE COUNTTEXAS, BEING OUT OF ABSTRACT NUMBER 2206, TEXAS AND PACHIC RS CO, SURVEY
REVYES COUNTY, TEXAS, BEING MORE PARROULARLY DESCRIBED AS TOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REVES COUNTY, TEXAS: THENCE, IN 65" 1824 F. A DISTAINCE OF 1802 79 FEET TO THE POINT OF RECIRNING OF A PROPOSED 38 FOOT WIDE ACCESS BASEMENT BRING. 15 FEET ON BOTH SIDES OF THE POLLOWING DESCRIBED CENTRELINE:

THENCE'S SATOBYOS" E. A DISTANCE OF 239,46 FEET TO THE POINT UP FERMINATION, SAID POINT BEING IN TREASTS W. A DISTANCE OF 3882 AS TEET FROM A TIME FROM FROM MADING THE SOUTHEAST CORNER OF SECTION AS LICICE 57-12, REEVES COUNTY

THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF 289.46 FEET OR 14.51 RODS AND CONTAINS 0.16 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RICHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL ZONE, NADISS AS DETERMINED BY GPS, DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



CONTACT INFORMATION Bridging & Russell Creditor Tall (10190715) 1000 Ledgelawn Dr Conwey, AS 72034

YEY	DATE	REYELCOY MATE
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7	10/1/03	MANA, PLAT
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PROPOSED CLEARING UMOS & ACCESS ROW SURVEY RID STATE KANDDIPS 57-72-36 FAB IT SECTION 34. MODE ST-12 - I & F. RE CO. SURVEY. A: 2208 REPUBL COUNTY TEXAS

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

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

8

COUNTY OF REEVES

8

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by Chisos Land, LLC, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, 4-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]



IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Chisos Land, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

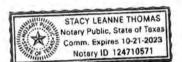
STATE OF TEXAS

8

COUNTY OF TARRANT

8

This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Chisos Land, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.



Notary Public

GRANTEE:

BPX Operating Company

By: Mindy Johnson Title: Attorney-in-Fact

STATE OF COLORADO

8

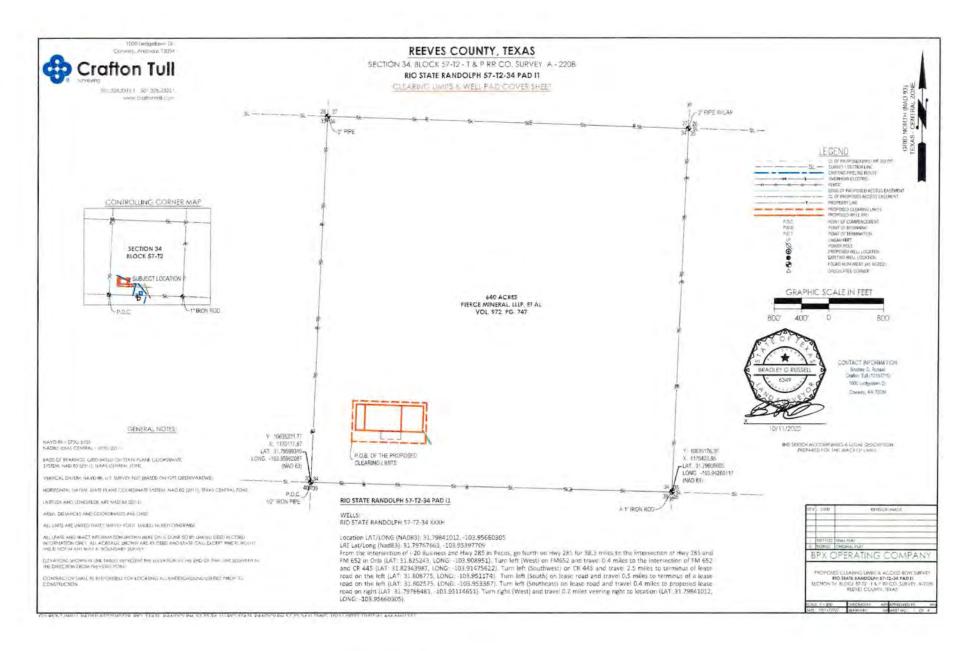
COUNTY OF DENVER

8

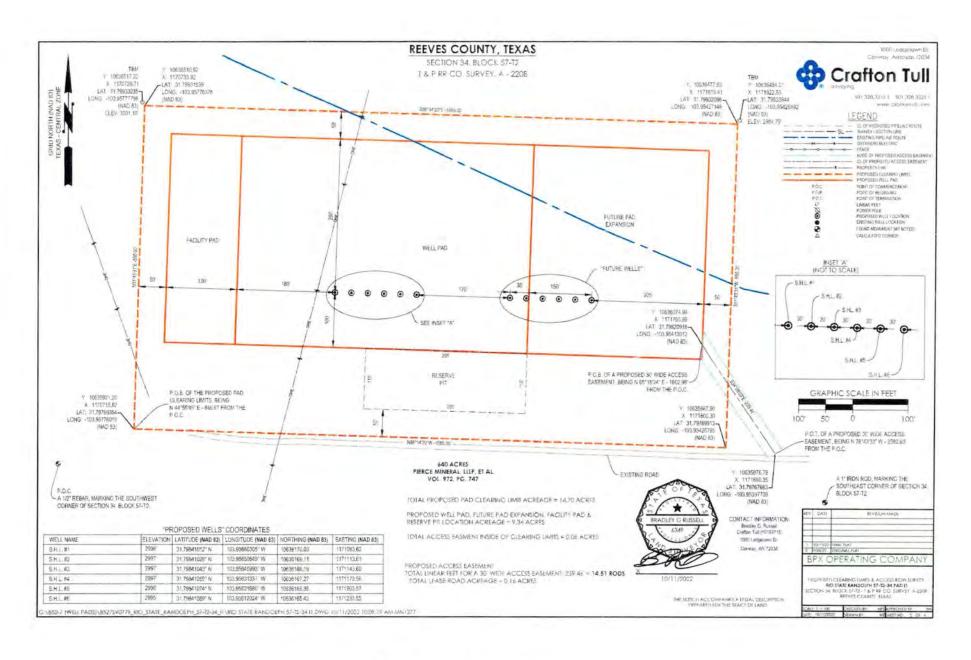
This instrument was acknowledged before me on the 27th day of February, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said company.

NICHOLE ROTHE Notary Public State of Colorado Notary ID # 20184042789 My Commission Expires 11-01-2026

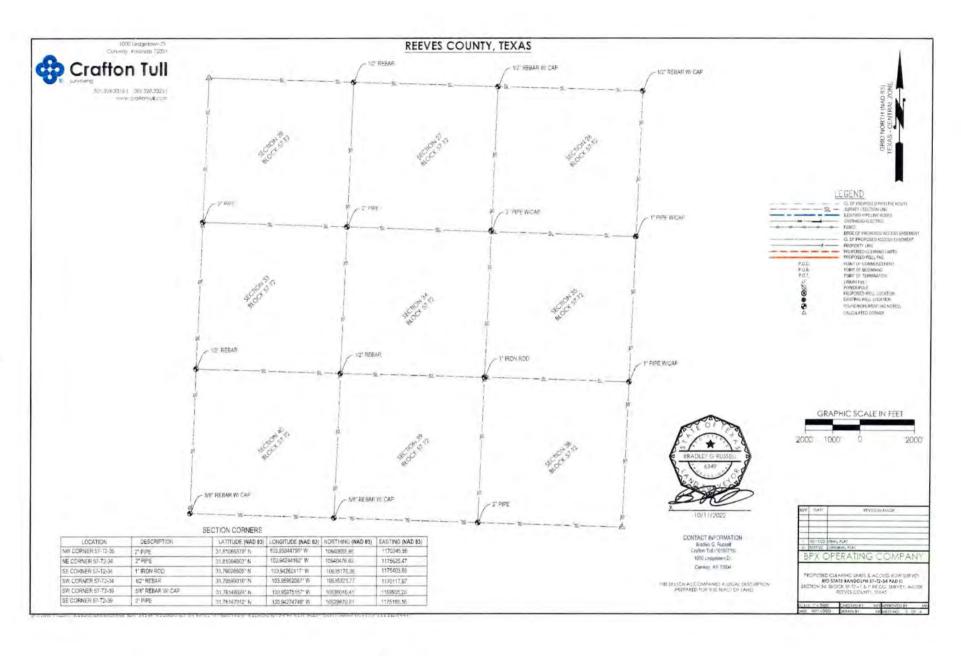
Notary Public



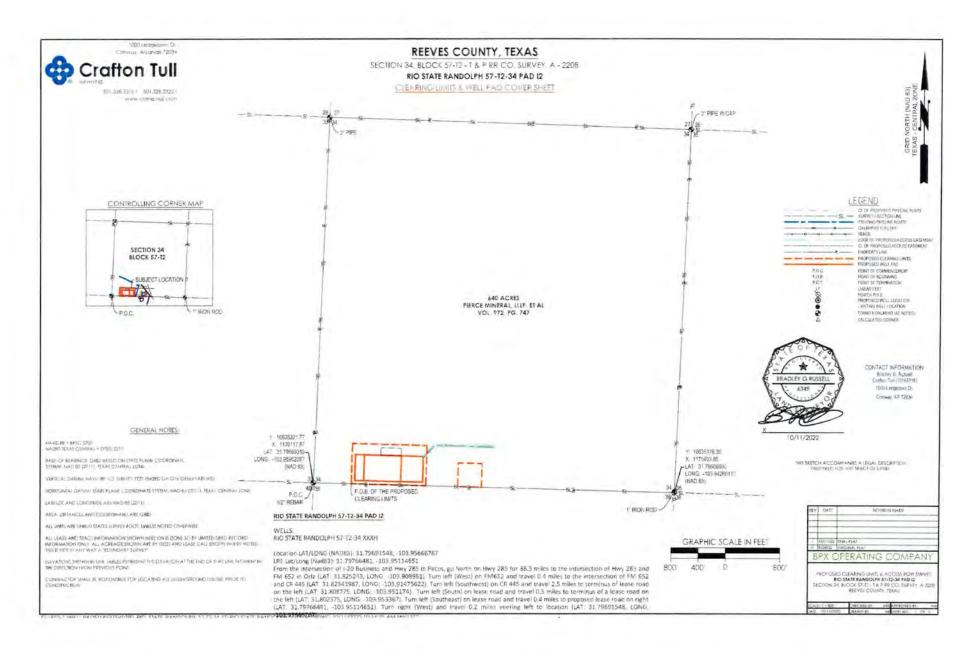




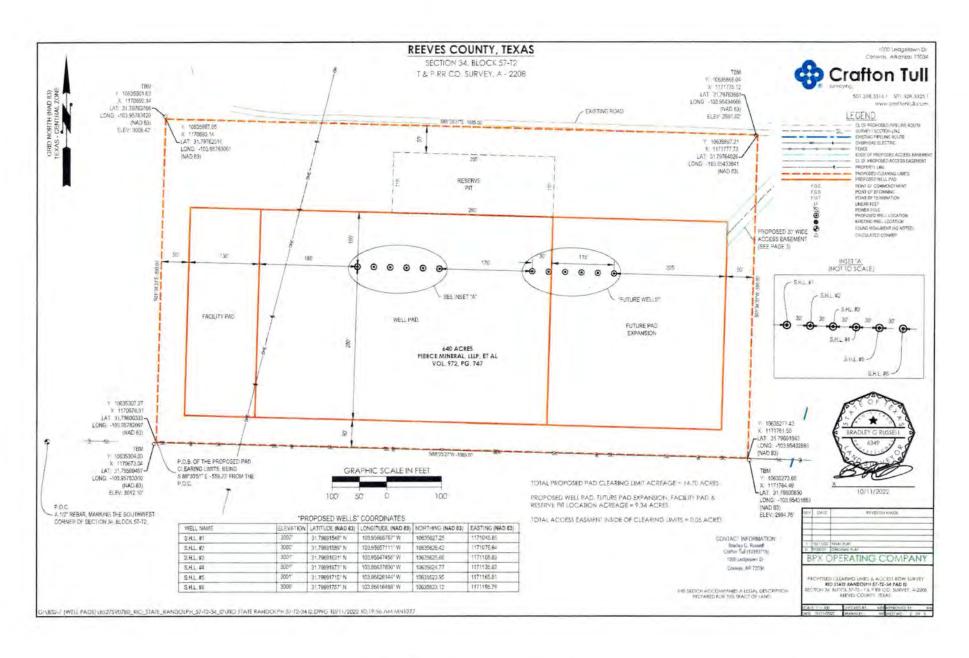




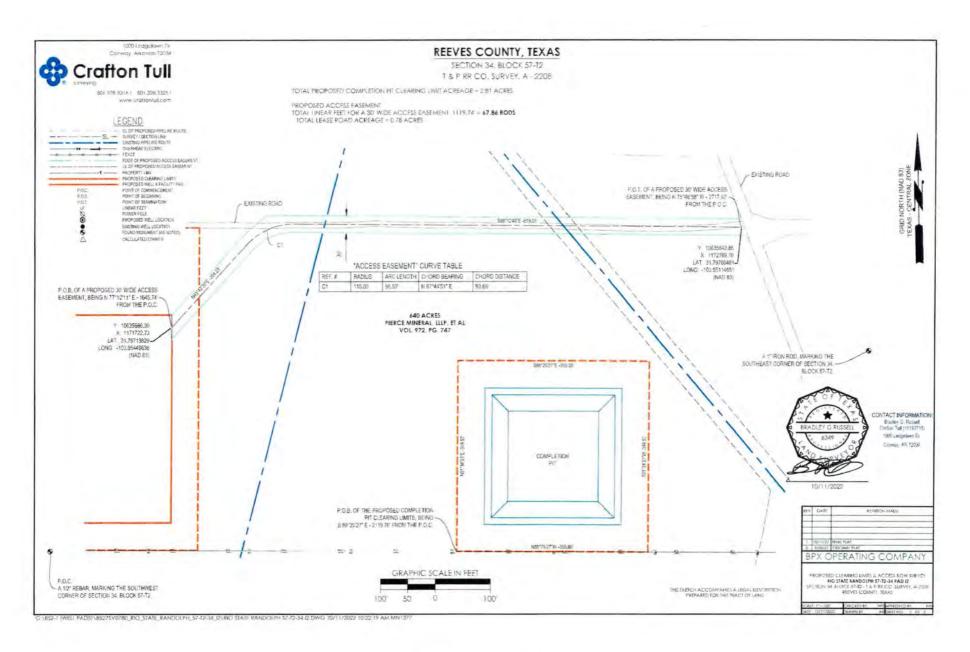


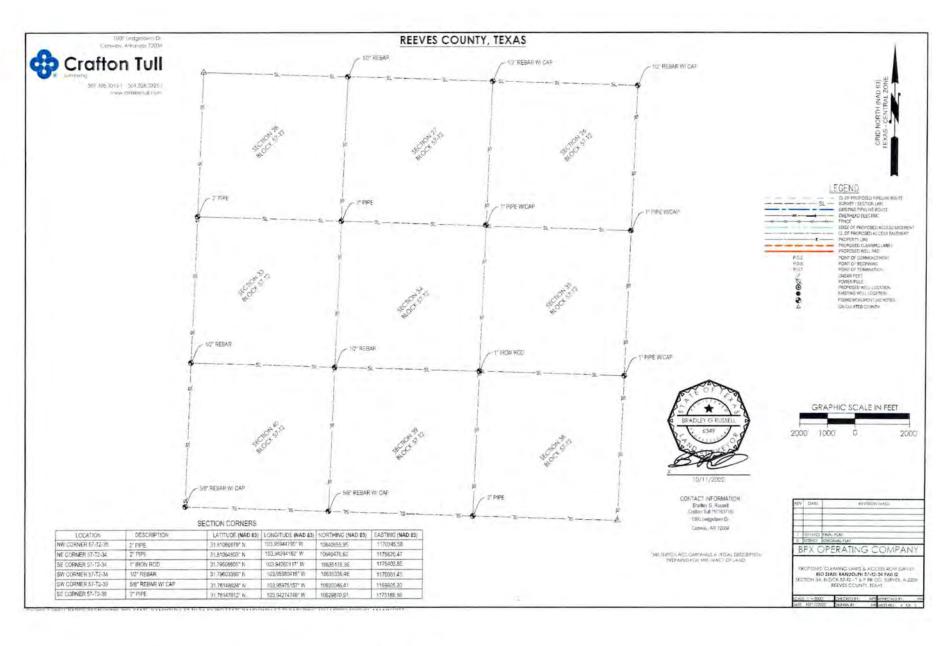














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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO, SURVEY, A - 2208

TRIO STATE RANDOLPH 57-12-34 PAD IZ CLEARING LIMITS

A MOTES AND EQUINDS DESCRIPTION OF A 14.70 ACRE CLEARING LIMITS BEING OUT OF A 440 ACRE FACE, GRANIED FOR PECE MINERAL, LLIF, ET AL AS RECORDED IN VOLLIME 722 PAGE 747 IN SECTION 34, BLOCK 57-12, REEVES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 220S TEXAS AND FACIFIC RECO. SURVEY REEVES COUNTY TEXAS, BEING-MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ALLA IZÉ INCH REBAR, MARKINS THE SOUTHWEST CORNER OF SECTION SA BLOCK SATE, REEVES COUNTY, TEXAS THENCES BRIGGST E. A. DISTANCE OF 55P, 23 FEEL TO THE POINT OF BEGINNING OF A. 14 70 ACRE CLEARING UNITE:

THENCE N DIPSASS: E. A DISTANCE OF \$90.00 FEET TO A POINT THENCE \$ 8872577 F. A DISTANCE OF 1085.00 FEET TO A POINT: HENCE \$ 0170437 W. A DISTANCE OF \$90.00 FEET TO A POINT: THENCE N \$672527 W. A DISTANCE OF 1085.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES MORE OR LESS. SUBJECT TO ALL FASSIVENTS AND RIGHTS-OF-WAY OF RECORD BASIS OF BEACHINGS: TEXAS STATE PLANF GRID, CENTRAL ZOME, NADBS AS DISTERMINED BY SITS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

COMPLETION PIT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 2.61 ACRE CLEARING LIMITS BRING OUT. OF A 40F ACRE TRACT: GRANUED TO PIERCE MINERAL, LILLE ET AL AS RECORDED IN VOLUME 972, PAGE FA7 IN SECTION 35 BLOCK 5.757, REVEYE GOUNT! TEXAS BRING OUT OF ABSTRACT MUMBER 2205: TEXAS AND PACIFIC RY CO. SURVEY. REVEYS COUNTY, JEXAS BEING MORE PARTICULARILY SUSCIBIED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY TEXAS; THENCE S 88/25/27 E. A DISTANCE OF 21 19.76 FEET TO THE POINT OF BEGINNING OF A 7-81 ACRE CLEARING, THIS IS

THENCE N 0 (1943) E. A DISTANCE OF 347.52 FEET TO A POINT THENCE 5 BPC2527 E. A DISTANCE OF 350,00 FEET TO A POINT, THENCE 5 0 (1943) W. A. DISTANCE OF 347.52 FEET TO A POINT, THENCE N BPC2527 W. A. DISTANCE OF 350.00 FEET TO THE POINT OF SEETINING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 2.81 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD BASIS OF BEARINGS. TEXAS STATE PLANE GRID, CENTRAL ZONE, NADES AS DETERMINED BY CIPS DESERVATION.

ALL DISTANCES ARE GRID DISTANCES EASED ON U.S. SURVEY FEEL

ACCESS EASEMENT

A METER AND ROUNDS DESCRIPTION OF AN INCOESE EASIMENT IN CIVER, ACROSS AND THROUGH A 480 ACRE TRACT, GRANTED TO PIERCE MINERAL LUF ET AL AS RECORDED IN VOLUME YEZ PAGE 747, IN SECTION 58 BLOCK 57-12, REVES COUNTY TRACS BEING OUT OF ABSTRACT NUMBER 2205 TOAS AND PACIFIC RE CC. SURVEY-VERYES COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2 INCH REBAR MARKING THE SOUTHWEST CORNER OF SECTION 34. BLOCK \$73/2, RESVES COUNTY, TEXAS, THENCE IN 779/2/11°E. A DISTANCE OF 1845/14 FEBT TO THE MOINT OF BEGINNING OR A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEEL ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE N 43" 12"30 E. A DISTANCE OF 204.73 FEE TO A POINT-THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115 DO FEET AN ARC-LENGTH OF 96.50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67"44"ST" E 193.65 FEET TO A POINT:

THENCE'S 88"-1249" E, A DISTANCE OF 819,01 FEET TO THE POINT, OF TERMINATION, SAID POINT BEING IN 75"46'SE W. A DISTANCE OF 2717-92 FEET FROM A 1 INCH IRCH ROS. MARKING THE SOUTHEAST CONNER OF SECTION 38, BLOCK 57"5, REVEYS COUNTY

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF \$119.74 FEET OR \$6.86 RODS AND COMIANS 0.78 ACRES OF EASIMENT MORE OR LESS SUBJECT TO ALL EASIMENTS 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 FOR



CONTACT INFORMATION Bradley G. Rassell Crafton Tall (10163/15) 1000 Ledgebren Dr. Coloney, AH 72(3)

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PROPOSED CLEARING LIMITS & ACCESS NOW SURVEY
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REEVES COUNTY, TEXAS

SECTION 34. BLOCK 57-12 1 & P RR CO. SURVEY A - 2208

RIO STATE RANDOLPH 57-72-34 PAD IT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14,70 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT GRANTED TO PHERGE MINERAL ILLP. ET AL AS RECORDED IN YOULUME 722 PAGE 737. IN SECTION 35. BLOCK 5,3712, KEEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RECO, SIRVEY REEVES COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 172 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N 44°5545° E. A. UISTANCE OF BAG FEET TO THE POINT OF BEGINNING OF A 14,70 ACRE CLEARING LIMITS.

THENCE N UI*45'31"E. A DISTANCE OF \$90.00 FEET TO A POINT:
THENCE S 88"14"29"E. A DISTANCE OF 1085.00 FEET TO A POINT.
THENCE S 01"43"31" W. A DISTANCE OF \$90.00 FEET TO A POINT.
THENCE N 88"14"29" W. A DISTANCE OF 1085.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES, MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD63 AS DETERMINED BY GITS OFSCREWATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

'ACCESS EASEMENT

A METES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN OVER ACROSS, AND THROUGH A 640 ACRET FRACT. GRAMTED TO FIERCE MINERAL LLLY ET AL AS RECORDED IN VOLUME 972 PAGE 747. IN SECTION 36. BLOCK S.7-7. REVEYE COUNTY. TEXAS BENIC DUT OF ABSTRACT NUMBER 2206. TEXAS AND PACIFIC RECO, SURVEY, REVEYE COUNTY TEXAS BENIC MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK SATZ, REVISE COUNTY TEXAS: THENCE IN 65° 1824 E. A DISTANCE OF 1802, 59 FEET TO THE POINT OF BECOMING OF A PROPOSED 36 TOOT WIDE ACCESS EASEMENT BRING 18 FEET ON BOTH SDES OF THE POLICY WING DESCRIBED CENTRELINE.

THENCE 3 5498°03" E. A. DISTANCE OF 239.46 FEET TO THE POINT OF TERMINATION: SAID POINT BEING N. 754333" W. A. DISTANCE OF 3582.65 FEET FROM A LINCH BON HOU. MARKING THE SOUTHEAST O'CONNE O'P SECTION 34 ELOCY 57-12, REVYES COUNTY

THE ABOVE DESCRIBED HAS A CONTENTINE TOTAL LENGTH OF 239:46 FEEL OR 14.5) RODS AND CONTAINS 0.16 ACRES OF EASEMENT, MORE OF LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-0.01-WAY OF RECORD.

BASE OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL ZONE, NADRS AS DETERMINED BY GPS ORSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



CONTACT INFORMATION: Bridey G. Sustall Craber Tail (10193715: 199) Laggelare () Convay, AR 72004

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PROPOSED CLEARING LIMIT & ACCESS ROW SURVEY RIO STATE RANDOLFH 57-72-34 FAD II SECTION 34 BLOCK 5-73 - 7 & F F F CO. LIMVEY, A-9206 REVES COUNTY TELAS

ALL WA DECEMBER REPROVED BY

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Date	e Filed:	/o// Dawn Buckingha	

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

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02/08/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

Surt Dange

WFOURSULY -Surface Damages
Rio State Randolph 57-Ty-34
Pads ; 1 & 12

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES.

CHECK # 6000004766 ATTACHED BELOW

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1444224448BPXML-CPS

62-20

No. 6000004766

02/08/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

DIRECTED TO 1-888-529-1358

23704860

YOUR VENDOR NUMBER IS

\$\$\$\$\$\$\$\$\$\$56,458.49

NOT VALID AFTER 6 MONTHS

Fifty-six Thousand Four Hundred Fifty-eight and 49/100 Dollars

AUTHORIZED

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" 6000004 766" a



February 28, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Pierce Mineral, LLLP State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000004766 for \$56,458.49, for the State of Texas lease.

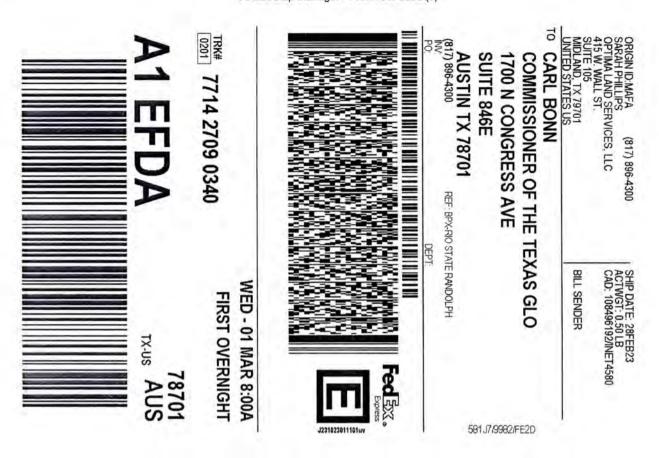
Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300



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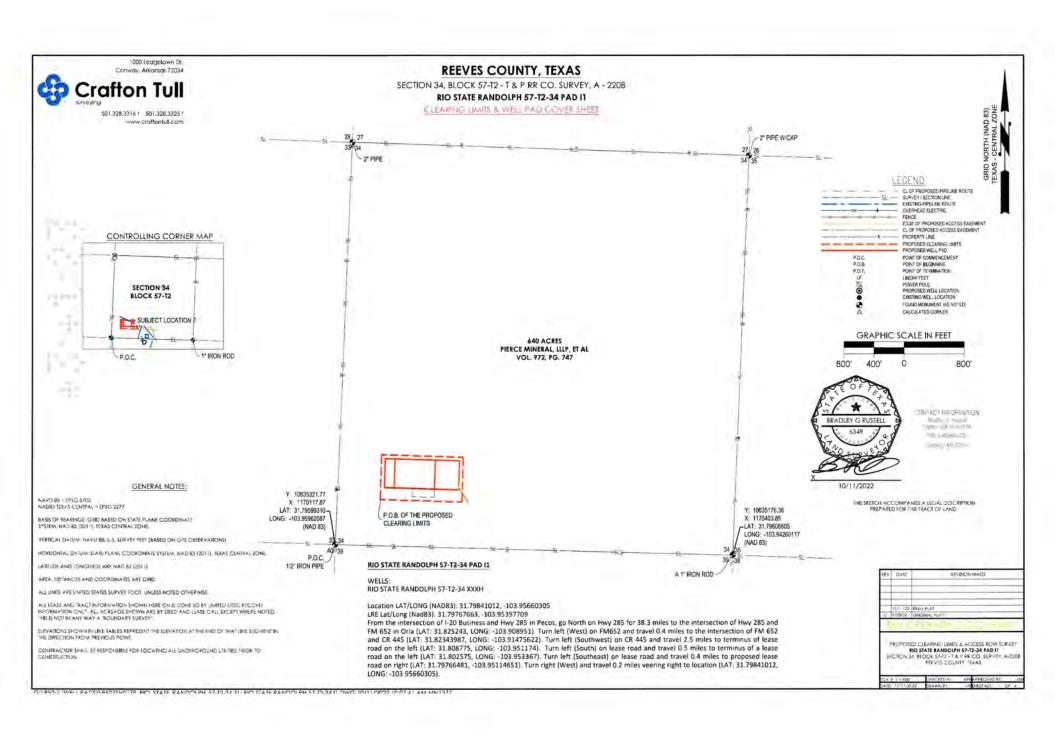
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

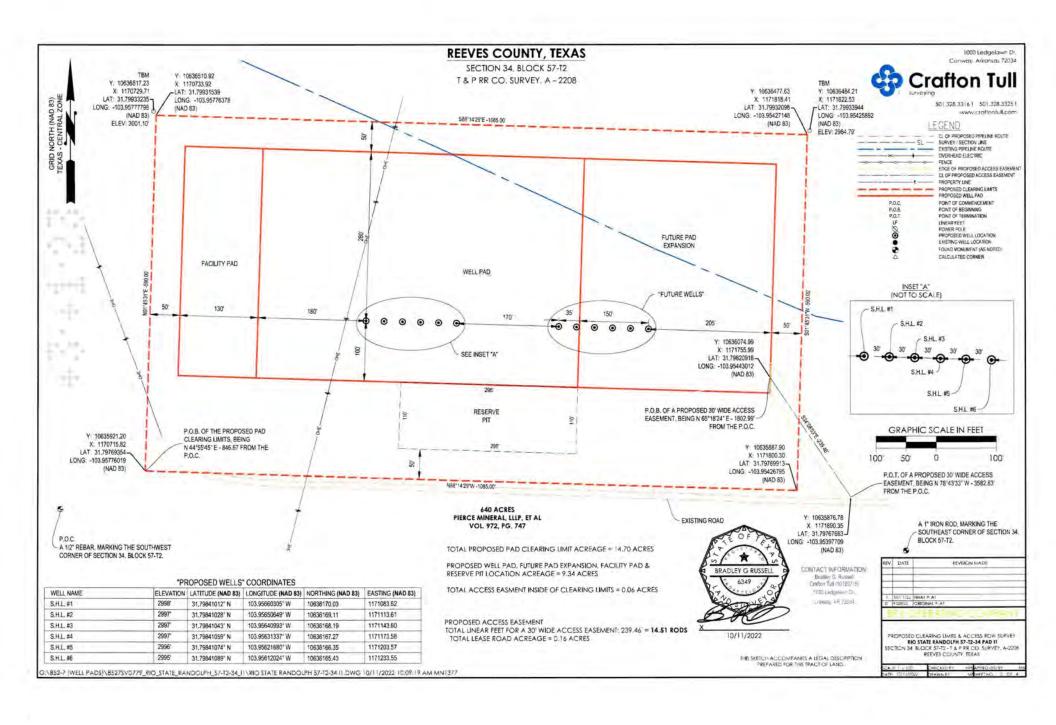


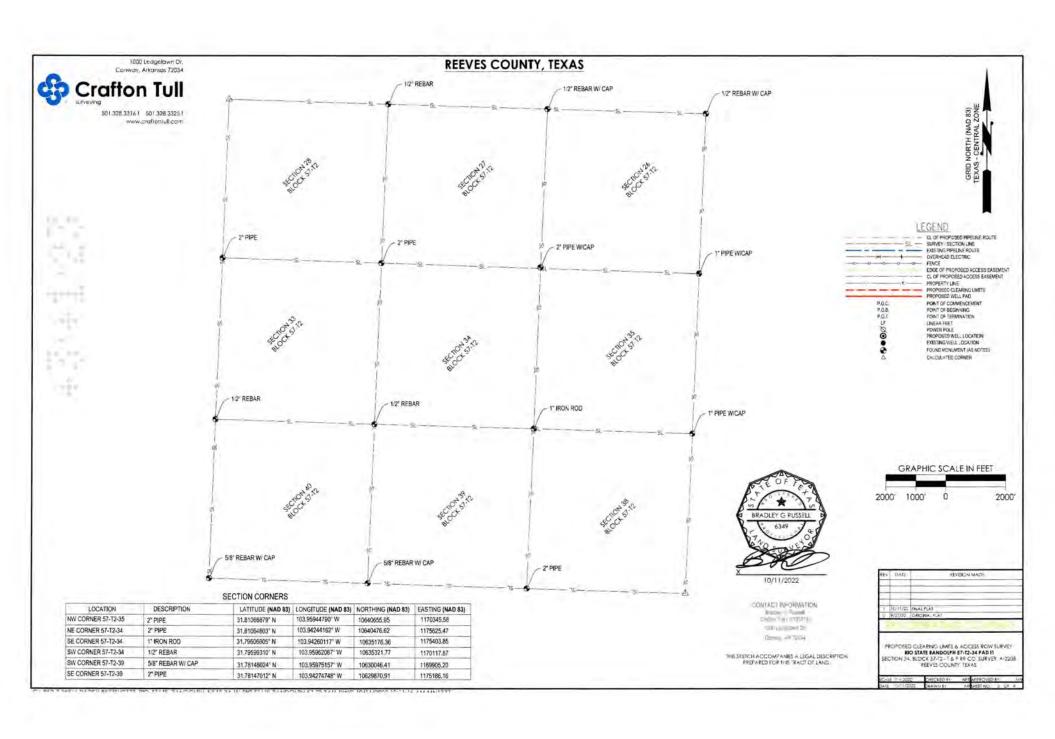
DAMAGE RELEASE

State of Texas

RECEIVED OF BPX Operating Company, ("the Com- Fifty Eight & 49/100 Dollars (\$56,458.49) in full payment an interests of the undersigned under, upon and across the lar	d settlement for all damages listed below, caused to
and the undersigned does hereby release and discharge BP subsidiaries and affiliates, and its agents and contractors, from	X Operating Company ("the Company"), including its
This release covers any and all damages to construc	et:
2 Pad Sites, being the Rio State Randolph 57-T2-34 Pad Pad I2 (6 Well Pad), a Completions Pond, and Access Ro	
NOTICE TO LANDOWNER OF REPORTABLE INCOME - That all real estate transactions between the Company and you not necessarily taxable, but reportable to the IRS and you or agents and employees cannot make a representation to yo taxable income, we do recommend that you consult your tax with said payment(s).	u that annually equal \$600.00 or more, are reportable IRS Form 1099 at year end. While the Company, its u of whether or not the payment(s) you received are
1. The number shown on this form is my correldentification Number (or I am waiting for a continuous). I am a U.S. person (including a U.S. Residentification).	ect Social Security Number or Federal Tax Paye number to be issued to me), and
Executed on FEBRUARY 15t , 2023.	
Signed and acknowledged in the presence of:	
Landowner: Pierce Mineral, LLLP	
Banettes ince	SS#, Tax ID# or Exempt#
Printed Name: Barrett W. Pierce	
Witness:	
Printed Name: STEPHEN SALGADO	
For office use only: [Owner: Tenant: Other:] [On Off R/W] [ROW Width]







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Week craftoniuli.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A - 2208

RIO STATE RANDOLPH 57-12-34 PAD IT CLEARING LIMITS"

A MEIES AND BOUNDS DESCRIPTION OF A 14.70 AGRE CLEARING LIMITS BEING OUT OF A 640 AGRE TRACT. GRANTED TO PIERCE MINERAL LLIP. ET AL AS. RECORDED IN VOLUME 972. PAGE 747. IN SECTION 34. BLOCK 57-T2. REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RECO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY. TEXAS; THENCE N 44"55.45" E. A DISTANCE OF 846.67 FEET TO THE POINT OF BEGINNING OF A 14.70 ACRE CLEARING LIMITS;

THENCE N 01°45'31" E. A DISTANCE OF \$90.00 FEET TO A POINT!
THENCE S 88°14'29" E. A DISTANCE OF 1085:00 FEET TO A POINT;
THENCE S 01°45'31" W. A DISTANCE OF 590.00 FEET TO A POINT;
THENCE N 88°14'29" W. A DISTANCE OF 1085:00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES. MORE OR LESS, SUBJECT TO 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

ACCESS EASEMENT

A METES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL LLLP, ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34 BLOCK 57-12, REEVES COUNTY TEXAS, BEING OUT OF ABSTRACT INUMBER 2208, TEXAS AND PACIFIC RE CO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N 65"1824" E. A. DISTANCE OF 1802.99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE S 34"08'03" E, A DISTANCE OF 239, 46 FEET TO THE POINT OF TERMINATION! SAID POINT BEING N 78"43"33" W. A DISTANCE OF 3582.63 FEET FROM A 1 INCH IRON RON MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57"12. REEVES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 239.46 FEET OR 14.51 RODS AND CONTAINS 0.16 ACRES OF FASSMENT, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

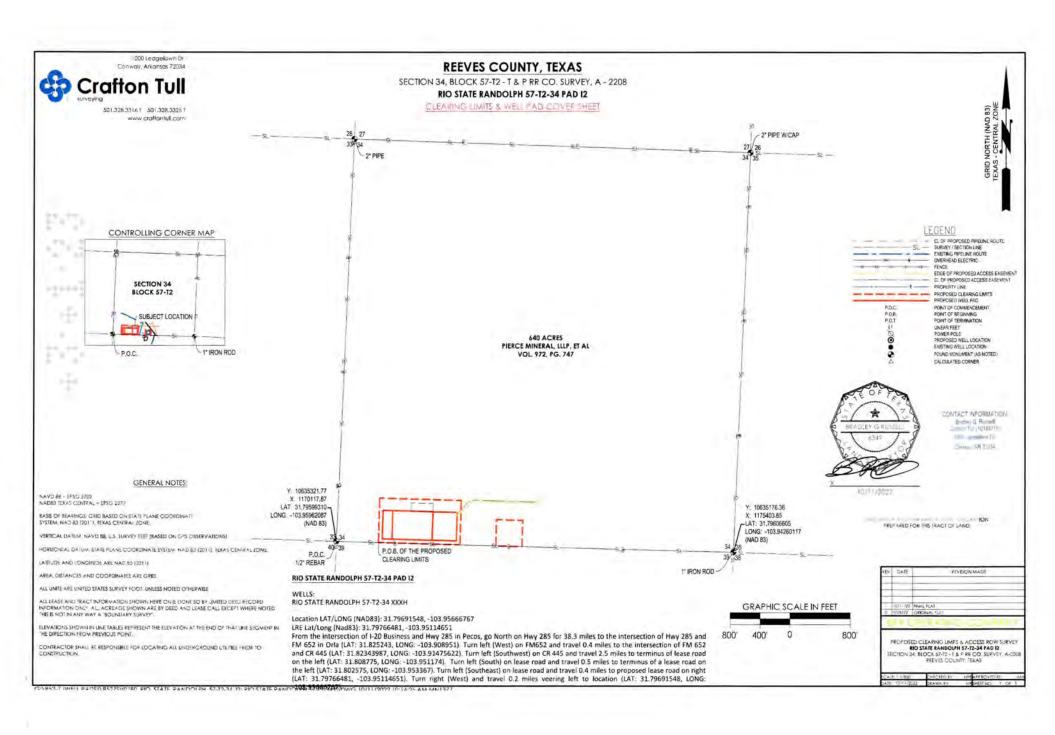
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADB3 AS DETERMINED BY GPS OBSERVATION.

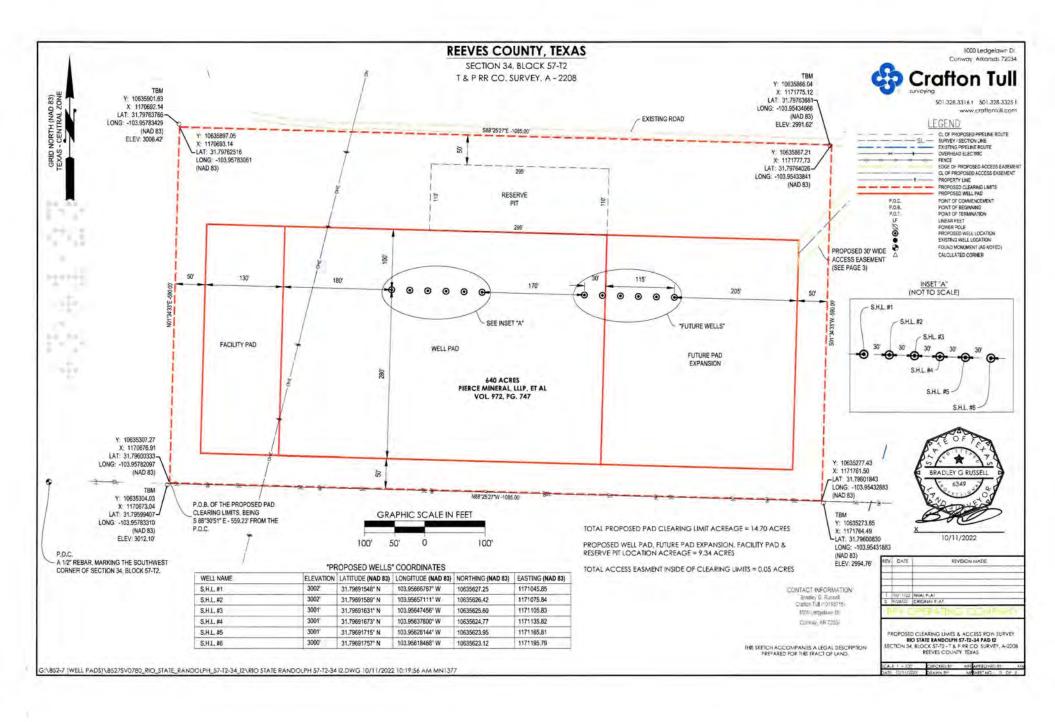
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

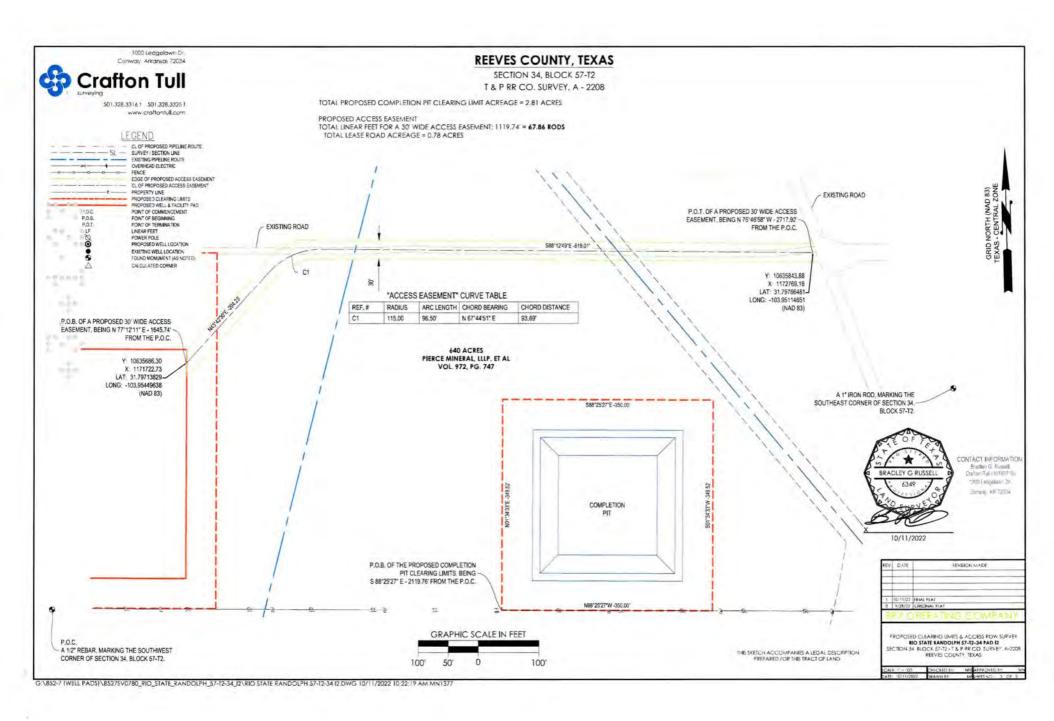


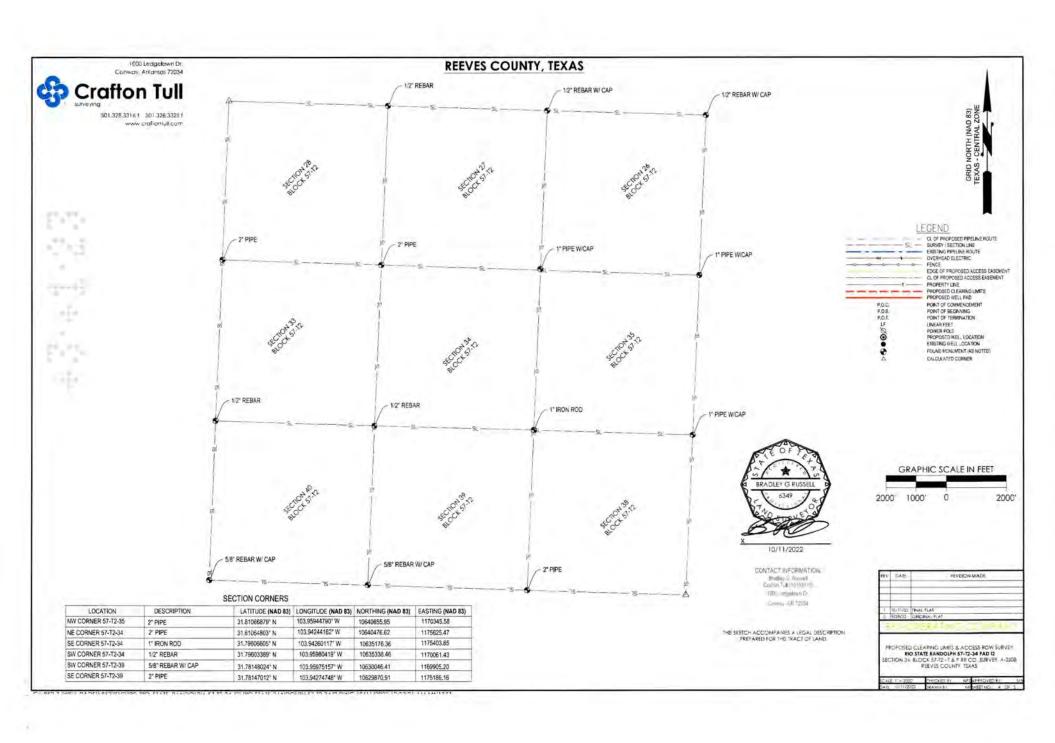
CONTRICT MEGRINATION

PROFOSED CLEARING BIMES & ACCESS ROW JAYVEY
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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A - 2208

"RIO STATE RANDOLPH 57-72-34 PAD 12 CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14.70 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT, GRANTED TO PRECE MINERAL, LLLP, ET AL AS RECORDED IN YOLUME 72. PAGE 747, IN SECTION 34, BLOCK 57-TZ, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RR CO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS, THENCE'S 88"3051" E. A DISTANCE OF 559,23 FEET TO THE POINT OF BEGINNING OF A 14.70 ACRE CLEARING LIMITS:

THENCE N 01"34"33" E. A DISTANCE OF 590,00 FEET TO A POINT:
THENCE S 88"25"27" E. A DISTANCE OF 1085,00 FEET TO A POINT;
THENCE S 01"34"33" W. A DISTANCE OF 590,00 FEET TO A POINT;
THENCE N 88"25"27" W. A DISTANCE OF 1085,00 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADB3 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

"COMPLETION PIT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 2-81 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT. GRANTED TO PIERCE MINERAL LILP, ET AL AS RECORDED IN A 640 ACRE TRACT. GRANTED TO PIERCE MINERAL LILP, ET AL AS RECORDED IN COLUME 972, PAGE 7-47, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RR CO. SURVEY. REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCHREBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE S. 88"25'27" E. A. DISTANCE OF 21 19,76 FEET TO THE POINT OF BEGINNING OF A 2.81 ACRE CLEARING LIMITS:

THENCE N 01°34'33' E. A DISTANCE OF 349.52 FEET TO A POINT:
THENCE S 88°25'27' E. A DISTANCE OF 350.00 FEET TO A POINT;
THENCE S 01°34'33' W. A DISTANCE OF 349.52 FEET TO A POINT;
THENCE N 88°25'27' W. A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 2.81 ACRES, MORE OR LESS, SUBJECT TO 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

ACCESS EASEMENT

A MEIES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLLP. ET ALAS RECORDED IN VOLUME 972. PAGE 747, IN SECTION 34 BLOCK 57-12. REEVES COUNTY IEXAS, SBING OUT OF ABSTRACT NUMBER 2208. TEXAS AND PACIFIC RE CO. SURVEY, REEVES COUNTY TEXAS, BBING MORE PARTICULARITY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N 77" 12 11" E. A. DISTANCE OF 1645.74 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE N 43"4230" E. A DISTANCE OF 204.23 FEET TO A POINT; HENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET. AN ARC LENGTH OF 96.50 FEET. AND A CHORD BEARING AND DISTANCE OF N 67"44"51" E. 93.69 FEET TO A POINT; THENCE S 88"12"49" E. A DISTANCE OF 819.01 FEET TO THE POINT OF TERMINATION; SAID

THENCE S 88°12'49" E. A DISTANCE OF 819.01 FEET TO THE POINT OF TERMINATION; SAL POINT BEING N 75"46'58" W, A DISTANCE OF 2717,92 FEET FROM A 1 INCH IRON ROD. MARKING THE SOUTHEAST CORNER OF SECTION 34. BLOCK 57-72. REEVES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF TITLE, 74 FEET OR 67.B6. RODS AND COMIAINS 0.78 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO 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



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PROVOSED CLEARING LIMITS & ACCESS YOW SURVEY BIO STATE FANDOLPH 57-72-34 PAD 12 SECTION 34. BLOCK 57-12-1 & FINI CO. SURVEY A-2205 RECYSLOCALITY. TEXAS.

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EV. Dale

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BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

2100003 01 SD T 6043

> Invoice No LAF#2023-043.1

-P00003 C10

03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

VENDOR NUMBER:

TRACE NUMBER: 1448833108BPXML-CPS 3/21/23

MF 048344

23705374

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

box energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1448833108BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000004922 ATTACHED BELOW

62-20 311

No. 6000004922

03/03/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

23705374

\$\$\$\$\$\$\$\$\$\$7,307.62

NOT VALID AFTER 6 MONTHS

Seven Thousand Three Hundred Seven and 62/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

1º60000049221º



BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

2100003 01 SD

T 6043

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-P00003 C10

03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

VENDOR NUMBER:

TRACE NUMBER: 1448833108BPXML-CPS

MFO48344 Surface Damages Randolph 57-2	Invoice NO LAF#2023-043.1 - Rio Stade 34 Pads i 1 & i 2		
		23705374	
×			

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS





March 15, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Pegasus Resources, LLC, State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The Surface Damage check is Check No. 6000004930 for \$7,307.62, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Garah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

COUNTY OF REEVES

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by **Pegasus Resources**, **LLC**, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Pegasus Resources, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

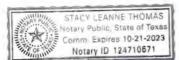
STATE OF TEXAS

8

COUNTY OF TARRANT

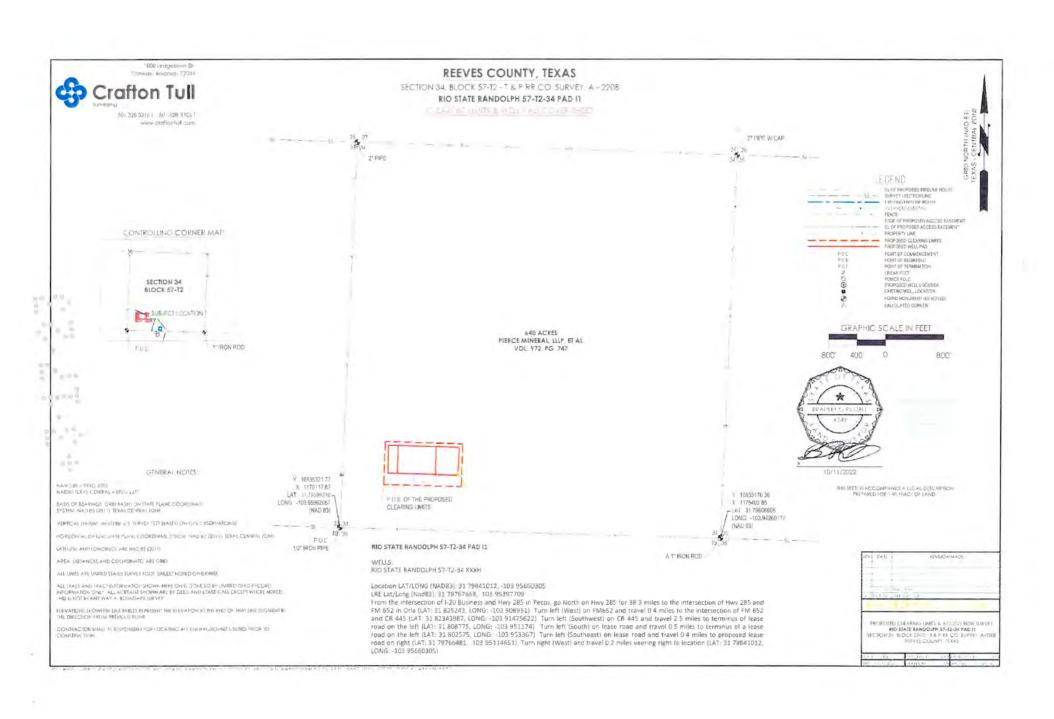
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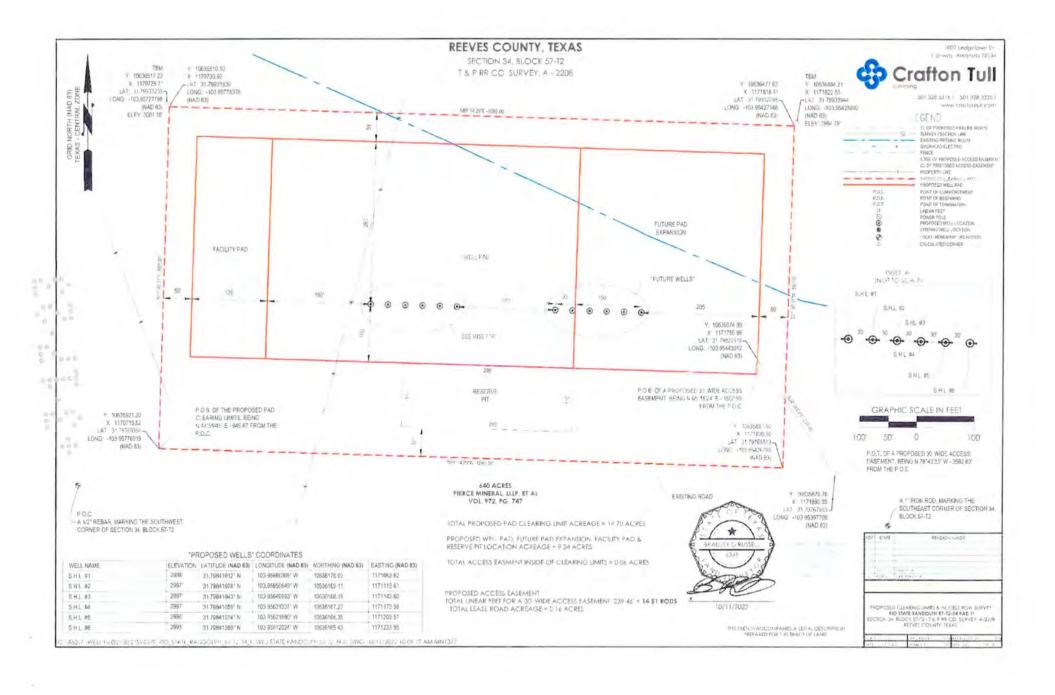
This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Pegasus Resources, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

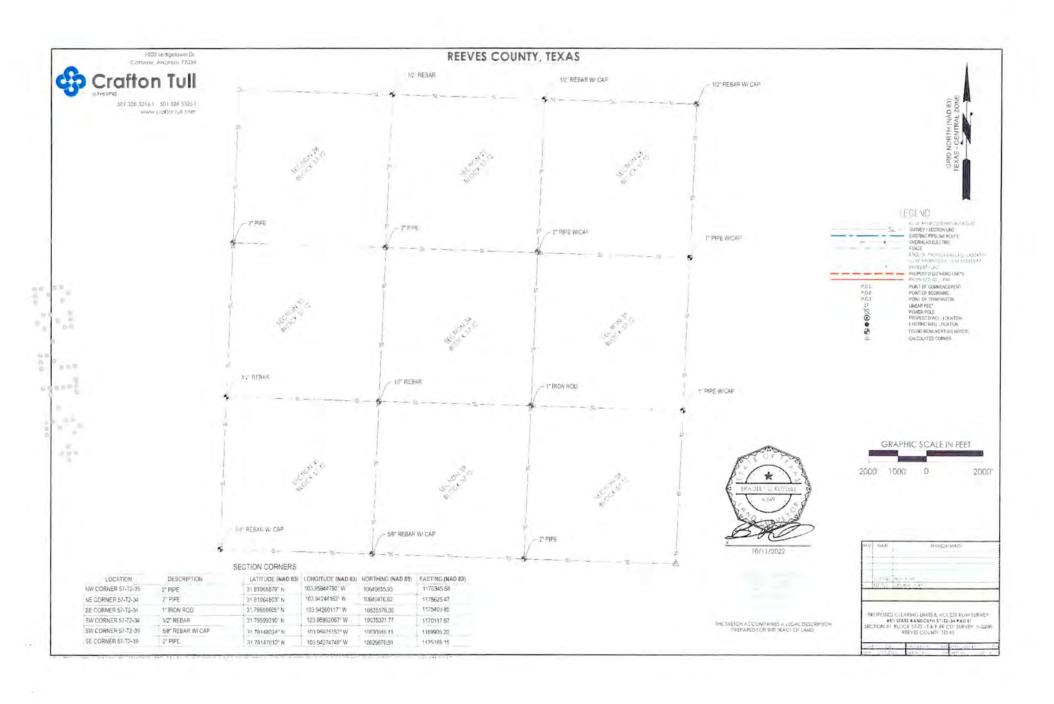


Notary Public

	192	43.5		
GRANTEE: BPX Operating Company				
By: Mindy Johnson Title: Attorney-in-Fact		-		
STATE OF COLORADO	\$			
COUNTY OF DENVER	§			
This instrument was ac 2023, by Mindy Johnson, as A				of said









REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-72 T & P RR CO. SURVEY, A - 2208.

RIO STATE RANDOLPH 87-12-34 PAD 11 CLEARING LIMITS

A MEIES AND BOUNDS DESCRIPTION OF A 14 YEAC PECLEARING LIMITS BRING-OUT OF A 640 ACRE TRACT. GRANTED TO MERCE MINERAL LULLY. ET AL AS RECORDED IN VOLUME YOZ PAGE FAZ, IN SECTION 34, BLOCK, STAZ, REFYES COUNTY, TEXAS, BEING OUT OF ABSTRACT HUMBER 7208, TEXAS AND PACIFIC RR CO. SURVEY REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 172" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION, 34, SLOCK 57-42, REEVES COUNTY, TEXAS: "HENCE N. 44°55 AF" E. A. CISTANCE OF 846 67 FEET TO THE POINT OF BEGINNING OF A 14, 70 ACRE. CLEARING UNITS:

THENCE N 01°45'31" I. A DISTANCE OF 590 00 FEET TO A POINT HENCE'S 88°14'29" E. A DISTANCE OF 1985 00 FEET TO A POINT HENCE'S 01°45'31" W. A DISTANCE OF 590 00 FEET TO A POINT OF BEGINNING HENCE N 88°14'29" W. A DISTANCE OF 1985 00 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF TA FOR ACRES, MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF PECORD LEASE OF REARINGS. TEXAS STATE PLAND GRID. CENTRAL ZONE, MADES AS DETERMINED BY CHS ORSERY ATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

A CICESS EXSENSE

A METEL AND BOUNDS DESCRIPTION OF AN ACCESS EASTMENT IN, OVER ACROSS AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLP, ET AL AS RECORDED IN VOLUME 972, PAGE 107, INSECTION 38 BUICL, 32-72, REPYSS COUNTY TEXAS BEING GUT OF ARSTRACT NUMBER 2208, TEXAS AND PACIFIC RE CO. SURVEY, REEVES COUNTY TEXAS BEING MORE PASTICULARLY DESCRIPCIO, AS TOLLOWS.

COMMENCING AT A 172 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, IEXAS, THENCE N 65°1824 E. A DISTANCE OF 1800-99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FDOT WIDE ACCESS EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERINE:

THENCE S 34"US'US" E. A. DISTANCE OF 239 46 FEET TO THE POINT OF TERMINATION, SAID. POINT BEING N. 78"422" W. A. DISTANCE OF 3852 48 FEET FROM A TIME HIGH ROD. MARKING, THE SOUTHEAST COPIETE OF SECTION 28, BLOCK 57-12 REVES COUNTY.

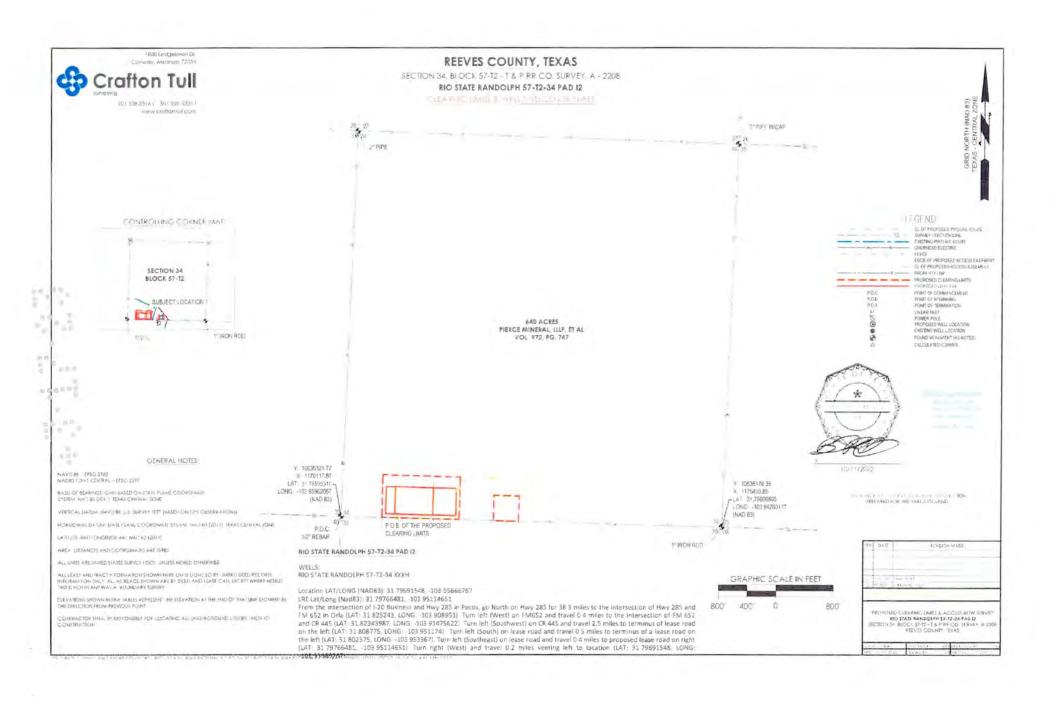
THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 237 46 FEET OR 14.51. RODS AND CONTINUS 0.16 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF PECORD.

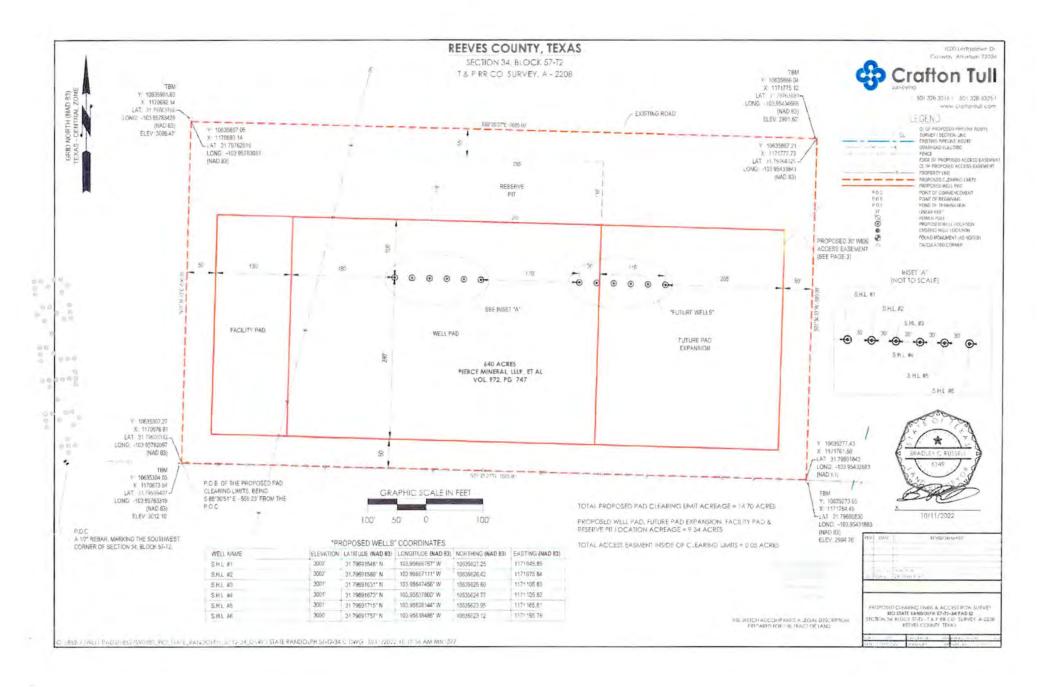
BASE OF BEARINGS. TEXAS STATE PLANE GRID, CENTRAL FONE, NADES AS DETERMINED BY GPS CIBSERVATION.

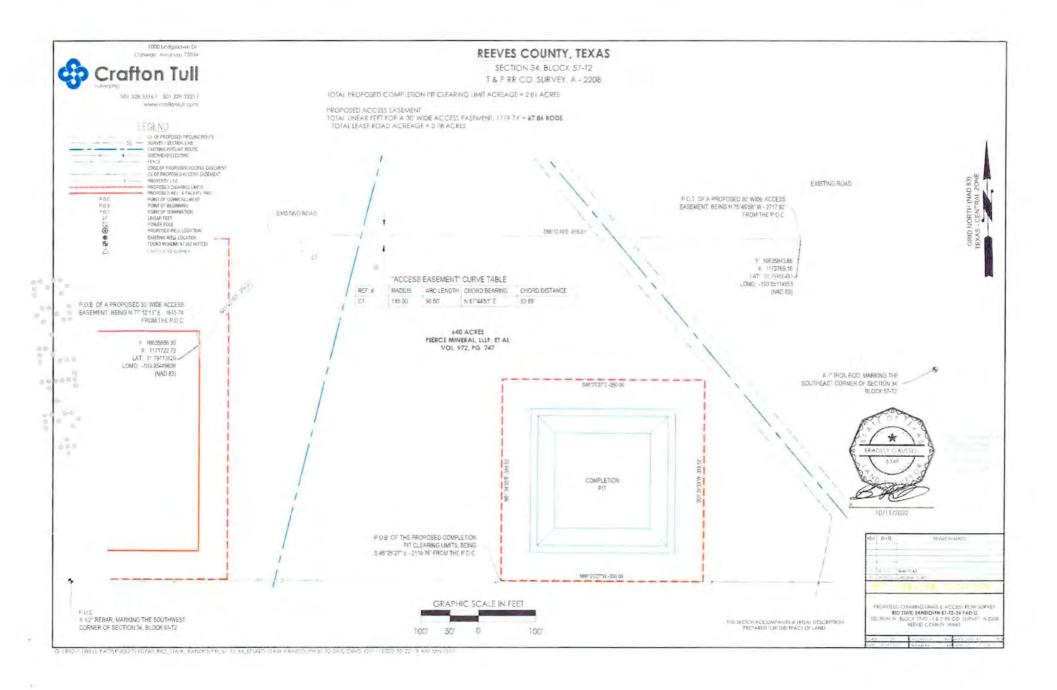
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

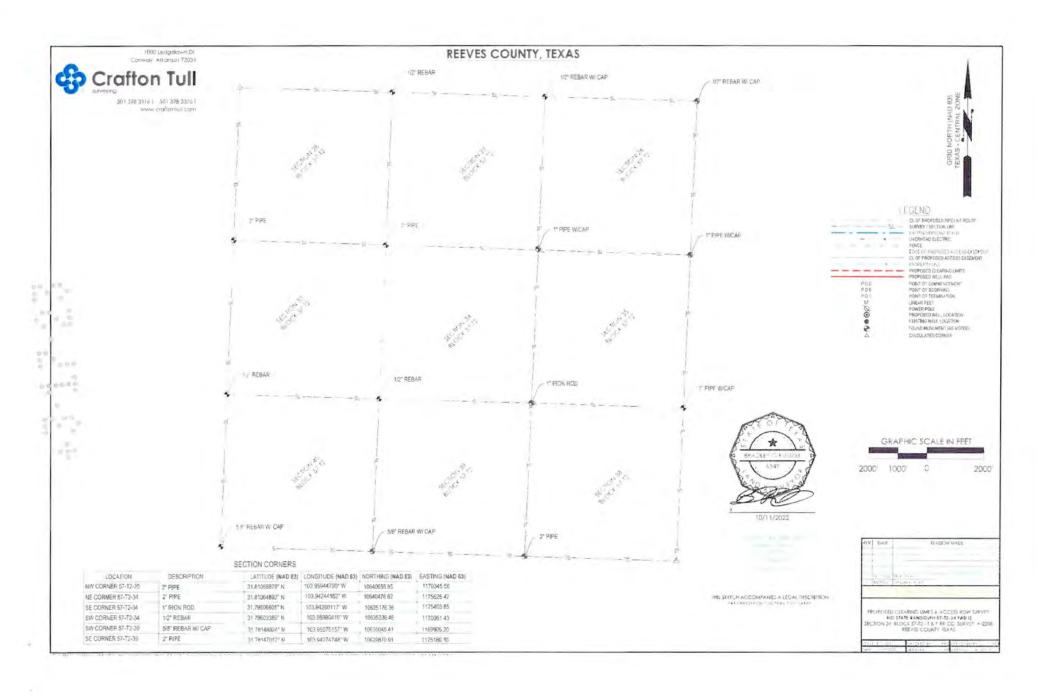


4	1/26/22 ((RW,Briel Tyel)
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REEVES COUNTY, TEXAS

SECTION 34. BLOCK 57-12 T & P RR CO. SURVEY: A - 2208.

W = 2 - 5

THO STATE RANDOLPH 57-12-34 PAD D CLEARING HMIST

A METES AND BOUNUS DESCRIPTION OF A 14 70 ACRE CLEARING LIMITS BEING OUT OF A 440 ACRE TRACT GRANTED TO MERCE MINERAL LILIF. LT AL AS RECORDED IN VOLUME YZ, FAGE 747, IN SECTION AS BLOCK 5-712 REVES COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RECO SURVEY, REDVES COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SDUTHWEST CORNER OF SECTION 94, BLOCK, 57-TZ, REEVES COUNTY, TEVAS, THENCE S BETSYST E. A DISTANCE OF SSY 22 FEET TO THE POINT OF BEGINNING OF A 14 TO ACRE. CLEARING LIMITS

THENCE N 01-34'33 E. A DETANCE OF 199 00 FED TO A POINT.
THENCE S 89'32'27' E. A DETANCE OF 1985 00 FED TO A POINT.
THENCE S 01'34'33 W. A. DISTANCE OF 590'00 FED TO A POINT.
THENCE N 88'35'27' W. A DISTANCE OF 1885 00 FED TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES, MORE OR LESS SUBJECT TO ALL RASEMENTS AND RIGHTS-OF-WAY OF RECORD BASIS OF BEARINGS; TEXAS STATE PLANE GRID, CENTRAL YONE NADBY AS DETERMINED BY OFF SOSERVATION.

ALL DISTANCES ARE GRED DISTANCES BASED ON U.S. SURVEY LEET

"COMPLETION PIT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 281 ACRE CLEARING UNITS SEING OUT OF A 640 ACRE TRACT. CRAINING TO PIERCE MINERAL LUE, ET AL AS RECORDED IN VOLUME 97c, PAGE 747, IN SECTION 34. BLOCK 57/12. REVES COUNTY, TRAMBELING OUT OF ASSTRACT MUMBER 2208. TEXAS AND PACIFIC REICE, SURVEY, REVES COUNTY TEXAS, AND PACIFIC REICE, SURVEY.

COMMENCING AT A 1/2 INCH PESAR, MARKING THE SOUTHWEST CORNER OF SECTION 24 BLDGE 57-72 RELYES COUNTY, TEXAS: THENCE S BRYS 27 E. A DISTANCE OF 211979, FEET TO THE POINT OF BEGINNING OF A 2-81 ACRE CLEARING LIMITS.

HENCE NO 1134/31 E. A DISTANCE OF 349 52 FEET TO A POINT:
THENCE S BEYES A D. A DISTANCE OF 350 OF FEET TO A POINT.
HENCE S DIPORASE W. A DISTANCE OF 349 52 FEET TO A POINT.
THENCE N 897/87 W. A DISTANCE OF 350 ST FEET TO THE POINT OF BECOMMING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 281 ACRES. MORE ON TESS SUBJECT TO ALL EASEMENTS AND MICHTS-OF-WAY OF RECORD BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE NADBS AS DETERMINED BY CIPS ORSERVATION.
ALL DISTANCID ARE GRID DISTANCES BASED ON U.S. SURVEY FEET.

ACCESS EASEMENT

A METES AND BOUNDS DESCRIPTION OF AN ACCESS EASIEMENT IN OVER ACROSS, AND HIROUGH A AGE TRACT GRANTED TO PERFOR MINERAL, LLIR ET AL AS RECORDED IN YOLUME 52 PAGE 174 IN SECTION 34 BIOCAS 573.2 REVES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2208 TEXAS AND PACIFIC RE CO. SURVEY. REVES COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SQUTHWLS) CORNUR OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N 77712 THE A DISTANCE OF 1445 74 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE N 43°4230°E A DISTANCE OF 20423 FEET TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115 00 FEET, AN APCIENG HOT 96 50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67°4751°E 93.69 FEET TO A POINT,

THÉNICE 8 861/249 E. A DISTANCE OF 819 fül FEET TO THE POINT OF TERMINATION. SAID TOWN BERIES IN 246/26F W. A DISTANCE DE 7271 9 ZEET FROM A LINCH RION ROD. MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12, REVISE COUNTY.

THE ARQUYE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF 111974 FEET OR 67 BS. ROISS AND COMINING OF A CRES OF EASEMENT, MORE OF LESS SUBJECT TO ALL EASEMENTS, AND RIGHTS-DE-WAY OF RECORD.

BASIS OF REARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE, NADBSLAS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



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File No. Mt 0 483 444

Out Date Filed: Commissioner Dawn Buckingham, M.D.

By:

bpx energy

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-P00005 C10

3:17:23

03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

MF048344

VENDOR NUMBER:

TRACE NUMBER: 1448833110BPXML-CPS

Invoice No 2023-016 MF 049 344 Surface Dumages RIO State Randolph 57-Ta-34 Rab (1212

23705372

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1448833110BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000004924 ATTACHED BELOW

62-20 311

6000004924

03/03/23

23705372

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AVE AUSTIN TX 78701

\$\$\$\$\$\$\$\$\$\$54,469.43 NOT VALID AFTER 6 MONTHS

Fifty-four Thousand Four Hundred Sixty-nine and 43/100 Dollars

ONE PENN'S WAY, NEW CASTLE, DE 19720

1º60000049241



BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

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03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

MFOUR SULU Surface Durages RTO State Randolph 57-T2-34 Robs (12) 12

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES YOUR VENDOR NUMBER IS

CHECK # 6000004924 ATTACHED BELOW

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS



March 15, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the TAS Royalty Company, State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The Surface Damage check is Check No. 6000004924 for \$54,469.43, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

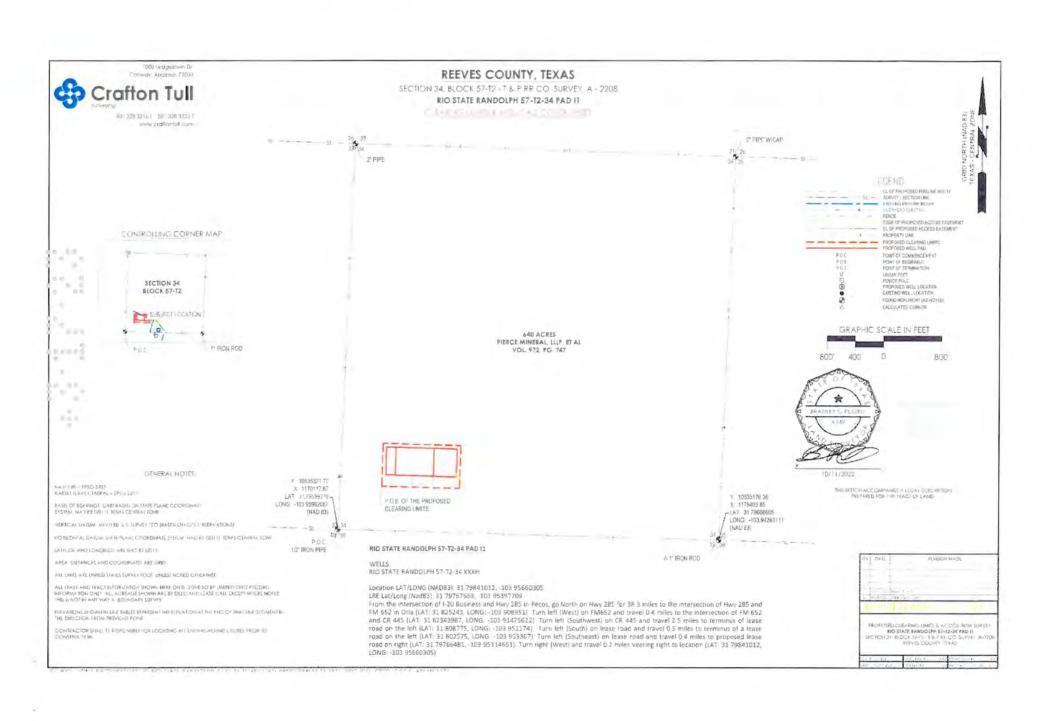
Sarah Phillips

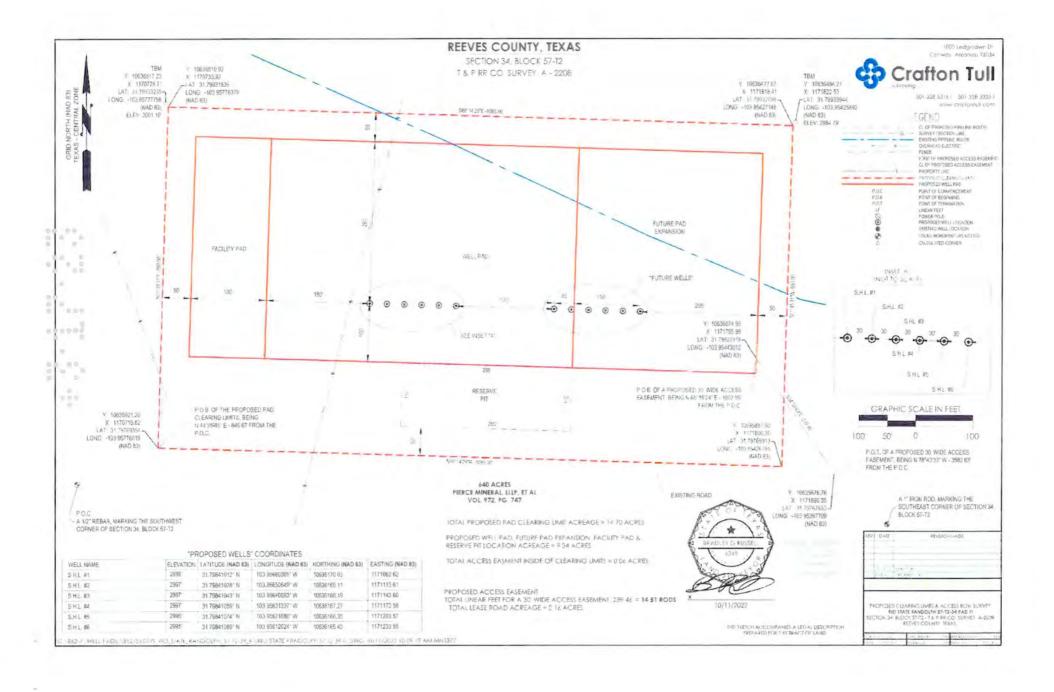
Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

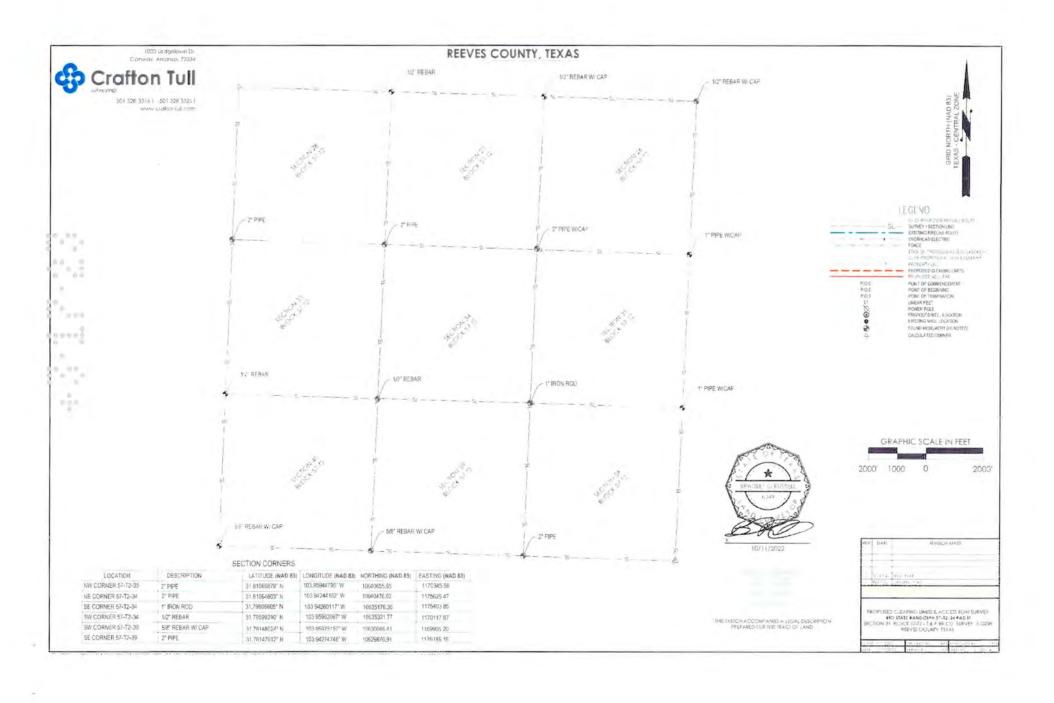
DAMAGE RELEASE

State of Texas

RECEIVED OF BPX Operating Company, ("the Company"), the sum of Fifty Four Thousand, Four Hundred Sixty Nine & 43/100 Dollars (\$54,469.43) in full payment and settlement for all damages listed below caused to interests of the undersigned under, upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book, Page, of the Official Public Records of Reeves County, Texas, and the undersigned does hereby release and discharge BPX Operating Company ("the Company"), including its subsidiaries and affiliates, and its agents and contractors, from all liabilities therefor.
This release covers any and all damages to construct:
2 Pad Sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 Pad I2 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2.
NOTICE TO LANDOWNER OF REPORTABLE INCOME - The Internal Revenue Service (IRS) regulations requires that all real estate transactions between the Company and you that annually equal \$600.00 or more, are reportable; not necessarily taxable, but reportable to the IRS and you on IRS Form 1099 at year end. While the Company, its agents and employees cannot make a representation to you of whether or not the payment(s) you received are taxable income, we do recommend that you consult your tax advisor to determine the tax liability, any, associated with said payment(s).
CERTIFICATION: Under penalties of perjury, I certify that: 1. The number shown on this form is my correct Social Security Number or Federal Tax Paye Identification Number (or I am waiting for a number to be issued to me), and 2. I am a U.S. person (including a U.S. Resident Alien).
Executed on . 3. 2022
Signed and acknowledged in the presence of: TAS ROYALTY COMPANY P.O. BOX 5279 AUSTIN, TX 78763
Printed Name: Thurs A Siks
Witness: aca
Printed Name: CATOPALLE ELS
For office use only: [Owner:] [On Off R/W] [ROW Width]









REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T&P RR CO. SURVEY, A - 2208

RIC STATE RANDICUEN 57-12-34 PAD IT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14 //LACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT, GRANTED TO THERCE MINERAL, LILLY, ET AL AS RECORDED IN YOU MAY 572 PAGE 747, IMSECTION DA BLOCK 57-1/2, REFYES COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2206, TEXAS AND PACIFIC RR CO SURVEY, REEVES COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH WEBAR, MARRING THE SOUTHWEST CORNER OF SECTION 34, SLOCK 57-12, REDVIS COUNTY TEXAS THENCE N 44°55 85" E/A DISTANCE DE 846-67 FEET TO THE POINT OF BEGINNING OF A 14.70 ACRE. CLEARING LIMITS:

THENCE N 01°45'31" L. A DISTANCE OF 590 00 FEELTO A POINT.
THENCE 5 88°14'39" E. A DISTANCE OF 1085 00 FEELTO, A POINT.
THENCE 5 01°45'31" W. A DISTANCE OF 590 00 FEELTO A POINT.
THENCE N 88°14'39" W. A DISTANCE OF 1085 00 1617 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED OF BARING UMITS HAS A TOTAL KREA OF 14 70 ACRES. MORE OR LESS SUBJECT TO ALL RASEMENTS AND RICHTS-OF-WAY OF RECORD \$\infty\$ BASIS OF BARRIOGS. TEXAS STATE PLANE GRID CENTRAL ZONE, NADBS AS DETERMINED BY OPS ORSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. BURVEY FEET

A CHESS EASEMENT

A METER AND BOUNDS DESCRIPTION OF AN ACCESS FASHMINT IN OVER ACROSS AND THROUGH A 640 ACRETRACT, GRANTED TO PIERCE MINERAL, LLP, FI AL AS RELIGIBLED IN VOLUME 972, PAGETIAY, INSECTION BY BLOCK 57-32 REFYES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2020, IEXAS AND PACIFIC PE OUT SURVEY. REVEY COUNTY TEXAS BISING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 172" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 5772 REFYES COUNTY, TEXAS, THENCE N 65" REAT 6, A DISTANCE OF 1802 99. FEET TO THE POINT OF BEGINNING OF A PROPOSED 96 FOOT WIDE ACCESS EASEMEN) BRING 18 FEET ON BOTH SIDES OF THE POLLOWING DESCRIBED CENTERINE.

THENCE S 34/108/03" E. A. DISTANCE OF 23Y 46 FEET TO THE FOINT OF TERMINATION, SAID POINT BEING IN 124/323" IN. A. DISTANCE OF 3592 43 FEET FROM A 1 WICH IRON ROD. MARKING THE SOUTHEAST IC OWNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY.

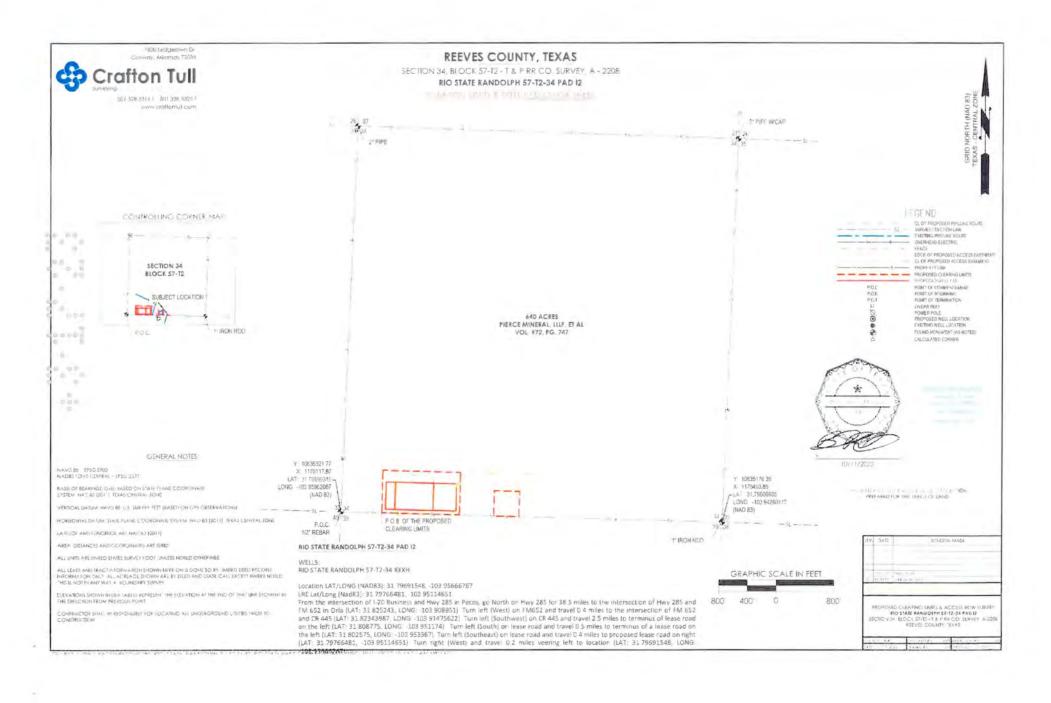
THE ABOVE DESCRIBED HAS A CENTERUNE TOTAL LENGTH OF 28Y 46 FEET OR 14 ST RODS AND CONTAINS & 12 ACRES OF EASEMENT, MORE OF LESS SUBJECT TO RILL SASEMENTS AND RIGHTS-OF-WAY OF RECORD

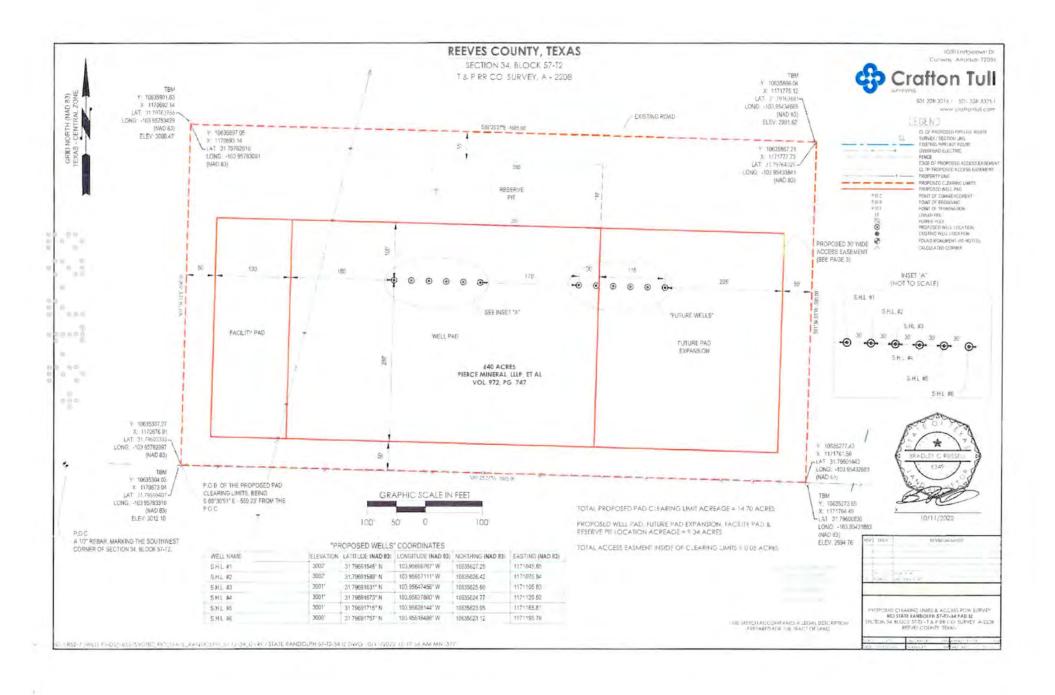
BASIS OF BEARINGS. TEXAS STATE PLANE CRID, CENTRAL FORE, NADES AS DETERMINED BY GPS OBSERVATION.

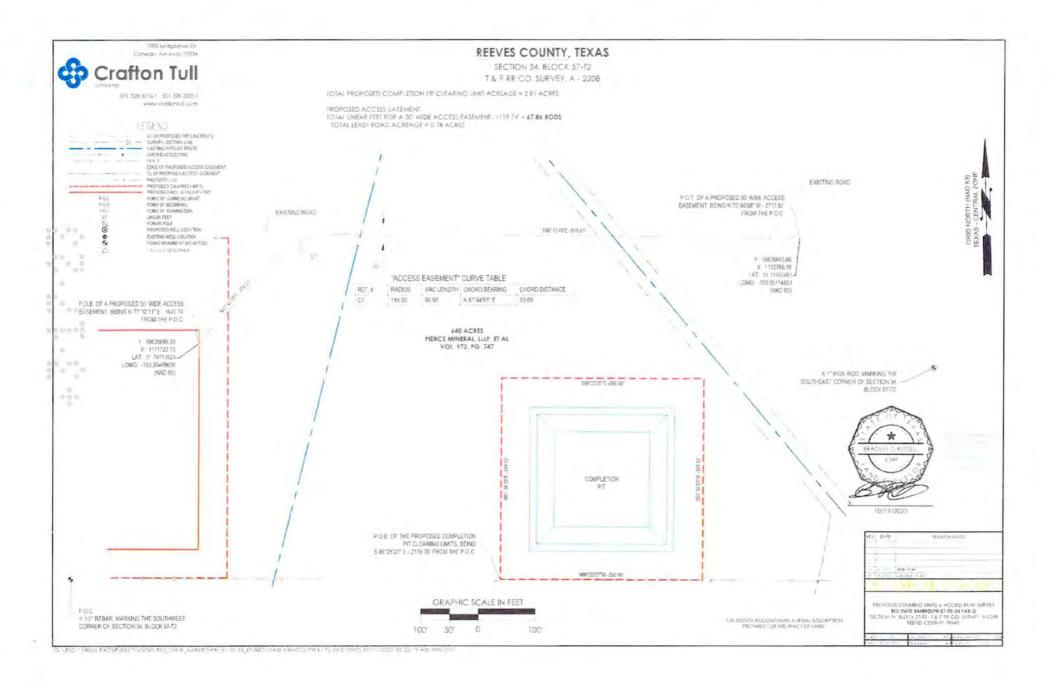
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

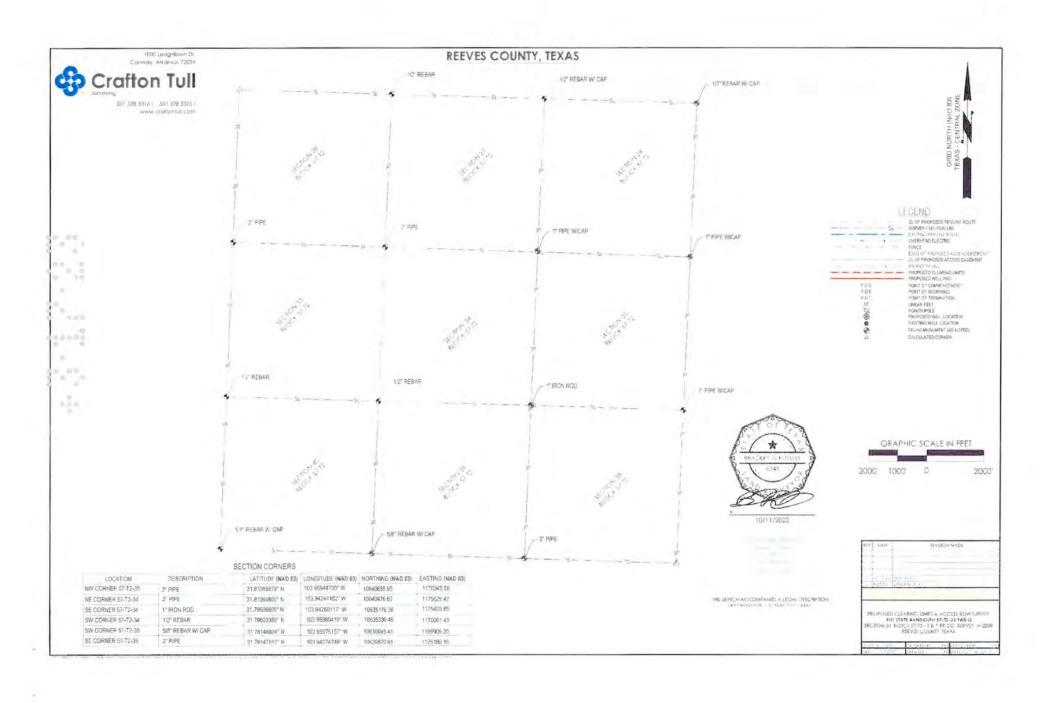


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JUM HELD

RIO STATE RANDOLPH 57-12-34 PAD D CLEARING LIMITS

A MELES-AND BOUNDS DESCRIPTION OF A 1470 ACRE CLEARING LIMITS BRING. OUT OF A 640 ACRE TRACT CRANITED TO PIECE MINERAL LUE; IT AL AS RECORDED IN VOLLIME 972, PAGE 787, IN SECTION 34 BLOCK 57712, RECVIT COUNTY, IEXAS BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RE-COLORVEY, RECVIS COUNTY, TEXAS BRING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT K-1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, HERICE'S REPOST E, A DISTANCE OF 559-33 FEET TO THE POINT OF BEGINNING OF A 1470 ACRE CLEARING LIMITS.

THENCE N 01/34/33 E. A DISTANCE OF 590 00 FEET TO A POINT THENCE S 88/35/27 E. A DISTANCE OF 1085 00 FEET TO A POINT THENCE S 68/35/27 W. A DISTANCE OF 5085 00 FEET TO A POINT THENCE N 88/35/27 W. A DISTANCE OF 1085 00 FEET TO THE POINT OF REGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES, MOREOR LESS SUBJECT TO ALL EASEMENTS AND MIGHTS-OF-WAY OF RECORD SASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL YONE, NADBS AS DETERMINED BY GIFS OBSERVATION.

ALL DISTANCES ARE GIRD DISTANCES BASED ON U.S. SURVEY FEET

"COMPLETION PHICIEARING LIMITS"

A MOTES AND BOUNDS DESCRIPTION OF A 2.8.1 ACRE CLEARING LIMITS BEING OUT-OF A AND ACRE TRACT. CRANTED TO FIRE OF MINERAL LLLP. ET AL AS RELORDED IN VOLUME 9/2, 1/AGE 2/47. IN SECTION 34, BLOCE 5/-12. REVES COUNTY-LEXAS. BUMG OUT OF ASSTRACT NUMBER 2001. TEXAS AND PACIFIC RE CO SURVEY. REVES COUNTY TEXAS, BRICK MOSE FARIERLIA FOR DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 SLOCK SYATZ REEVES COUNTY, TEXAL IMPRICES BROS 27 F. A DISTANCE OF 21976 FEET TO THE POINT OF BEGINNING OF A 2.81 AGRE CLEARING LIMITS

HENCE N 0173403 E. A DISTANCE OF 349 S2 FEET TO A POINT: THENCE S 8872523 C. A DISTANCE OF 350 OF FEET TO A POINT: HENCE S 0173423 W. A DISTANCE OF 345 S2 FEET IQ A POINT: HENCE N 8872823 W. A DISTANCE OF 350 UD FEET IQ THE POINT OF BECAMINIS.

THE ABOVE DESCRIBED CLEARING SHATIS HAS A TOTAL AREA OF 2.81 ACRES, MORE OF LESS SUBJECT TO A LE PASEMBLAS AND RIGHTS-OF-WAY OF RECORD. BASIS OF BARRINGS: TEXAS STATE FLANE GRID. CENTRAL ZONE, NADRS AS DETERMINED BY GPS DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY, A - 2208

ACCESS EASEMENT

A METE AND FOUNDS DESCRIPTION OF AN ACCESS EASTMENT IN OVER ACROSS, AND THROUGH A 640 ACRETRACT, GRANTED TO PIERCE MINERAL LLIP EL AL AS RECORDED IN VOLUME 5/2 PAGE /47 IN SECTION 24, BLOCK 57-12, REFVES COUNTY TEXAS, BEING DUT OF ABSTRACT NUMBER 2208. TEXAS, AND PACIFIC RECOSSIEVEY REFVES COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 5/12, RESVES COUNTY, TEXAS THENCE IN 775"[211" E. A DISTANCE OF 1645.74 FEET TO THE POINT OF REGINNING OF A PROPUSED 31 FOOT WIDE ACCESS. EASEMEN BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE N 43°42'30" E. A DISTANCE OF 20A 23 FEET TO A POINT.
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, AN ARC
LENGTH OF 96.50 FEFT, AND A CHORD BEARING AND DISTANCE OF N 67°44'51" E. 93.69
FEET TO A POINT,

THENCE'S BETT2147"E. A DISTANCE OF BIT OF THE POINT OF TERMINATION, SAID POINT OF THE POINT OF TERMINATION, SAID POINT BEING A FINANCIA FOR A DISTANCE OF 217 Y2 FEET FROM A FINANCIA ROD. MARKING THE SOUTHEAST CORNER OF SECTION 34. BLOCK ST-T2, PREVIEC COUNTY

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF THIV 7.4 FEET OR 67-B6 RODS AND CONTAINS 0.76 ACRES OF EASIMARY, MORE ON LESS SUBJECT TO ALL EASIMANS AND RIGHTS-OFWAY OF RECORD

BASIS OF BEARINGS: TEXAS STATE PLANE GEID: CENTRAL ZONE, NADBO AS DETERMINED BY GPS LIBSERVATION

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY PETS



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Date Filed:	3/8/-	29
Commis	ssioner Dawn Buckingham,	M.D.

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03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

ne 3/21/23

VENDOR NUMBER:

RACE NUMBER: 1448833109BPXML-CPS

Invocce No AF# 2023-042, 1 MF 048344 23705373

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1448833109BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000004923 ATTACHED BELOW

62-20 311

6000004923

03/03/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

23705373

\$\$\$\$\$\$\$\$\$\$\$2,265.93

NOT VALID AFTER 6 MONTHS

Two Thousand Two Hundred Sixty-five and 93/100 Dollars

161 CITIBANK, N.A.

ONE PENN'S WAY, NEW CASTLE, DE 19720

" 6000004923"



BPX Operating Company
Attn: GBS + P2P Treasury Payments
501 Westlake Park Boulevard
Houston, TX 77079

bpx energy

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03/03/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

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VENDOR NUMBER:

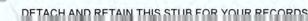
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	Invocce No LAF#2023-042.1			
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INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000004923 ATTACHED RELOV





March 15, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad II & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Chisos Land, LLC, State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The Surface Damage check is Check No. 6000004923 for \$2,265.93, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

8

COUNTY OF REEVES

8

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by **Chisos Land, LLC**, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Chisos Land, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

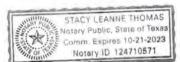
STATE OF TEXAS

8

COUNTY OF TARRANT

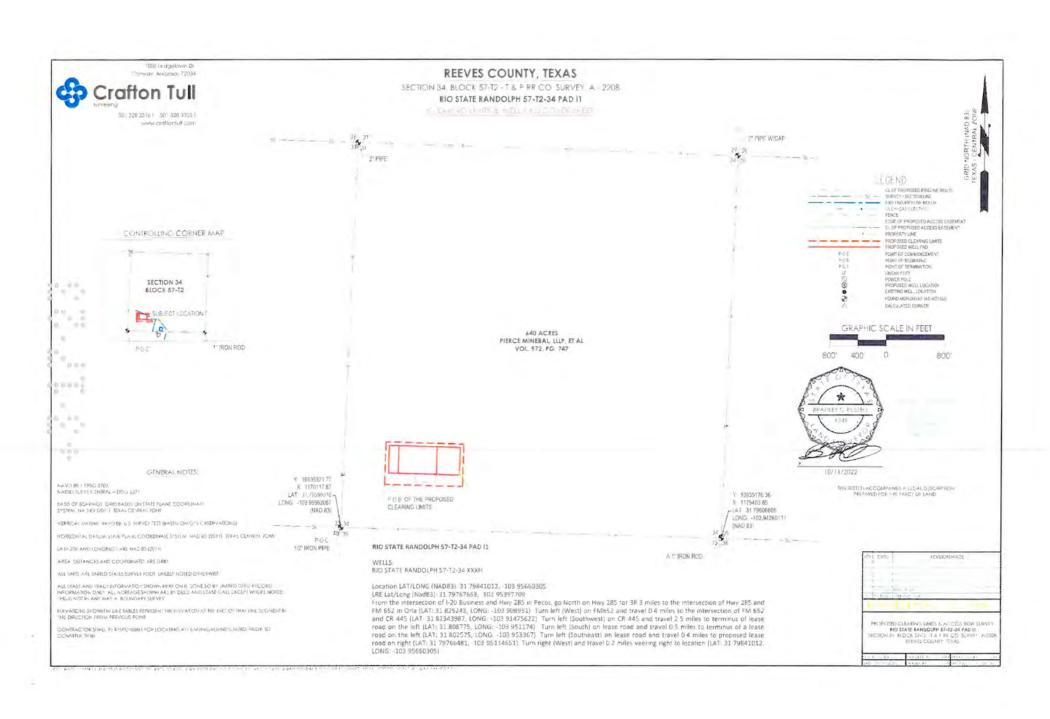
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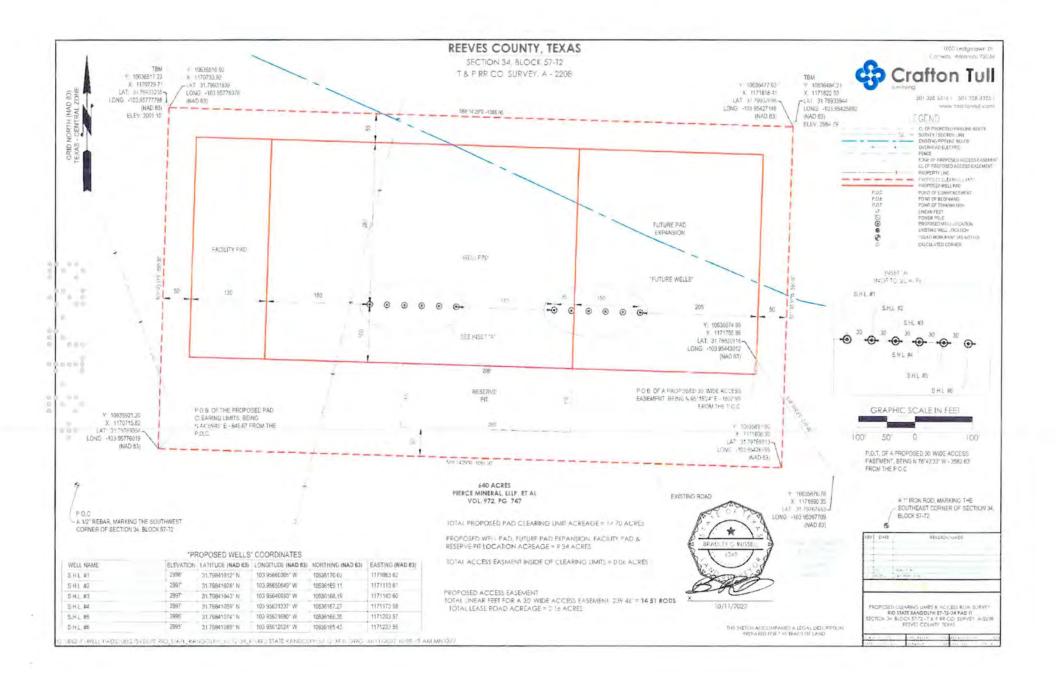
This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Chisos Land, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

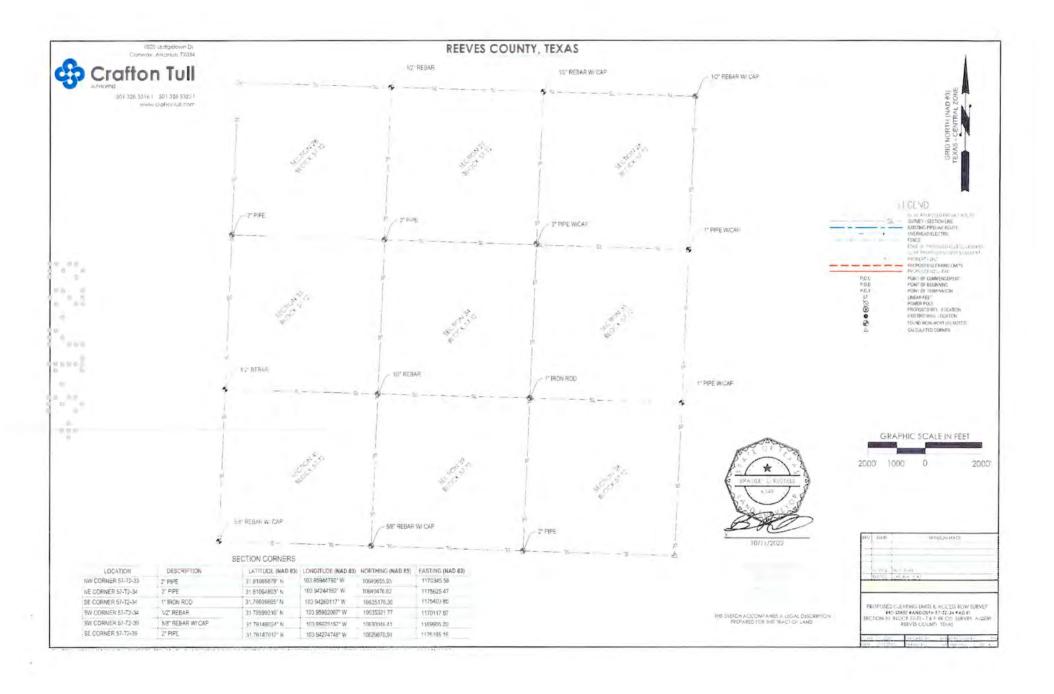


Shomas Notary Public =3 d P 455

GRANTEE: BPX Operating Company				
By: Mindy Johnson				
Title: Attorney-in-Fact				
STATE OF COLORADO	§			
COUNTY OF DENVER	§			
This instrument was ac 2023, by Mindy Johnson, as A company.				, on behalf of said
		Notary P	ublic	









REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-72 T & P RR CO. SURVEY: A - 2208

RIQ STATE RANDUIPH 57-72-34 PAD II CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14 /TI ACRE CLEARING LIMITS BEING-OUT OF A 640 ACRE TRACT, GRANTED TO MERCE MINERAL LILLY. ET ALL SECORDED IN VOILURE 722 PAGE 475, IN SECTION 24 BLOOD 55-12, PEFVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS, AND PACIFIC RE-CO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE PAPIRCULARLY DESCRIBED AS FOLLOWS.

COMMENCING A 1-4 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE'N 44°55 45° E, A-DISTANCE OF 846 67 FETT OF THE POINT OF BEGINNING OF A 14 /0 ACRE CLEARING LIMITS.

THENCE NOTIFIED IN E. A DISTANCE OF 1990 00 FEET TO A POINT.
THENCE 5 88*1429* E. A DISTANCE OF 1985 00 FEET TO, A POINT.
THENCE 5 01*4531* W. A DISTANCE OF 590 00 FEET TO, A POINT.
THENCE N. 88*1429* W. A DISTANCE OF 1985 00 TEST TO, THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING UMITS HAS A TOTAL AREA OF 14 70 ACRES. MORE OR LESS SUBJECT TO ALL EASEMENTS AND PICHTS-OF-WAY OF RECORD. BASIS OF BEARBORS. TEXAS STATE PLANE GRID. CENTRAL ZONE, NADES AS DETERMINED BY OPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY PETT

ACCUES EASEMENT

A METER AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN, OVER ACROSS, AND THROUGH A 640 ACRE (RACT) GRANTED TO PIERCE MINERAL LLP, ET AL AS BECORDED IN VOLUME 972 PAGE 147 IN SECTION 38 BIOCL 57-12 PERVES COUNTY-TEXAS BEING OUT OF ABSTRACT MUMBER 2208 LEXAS AND MACIFIC FIRE COUNTY-TEXAS BEING OUT OF ABSTRACT MUMBER 2208 LEXAS AND MACIFIC FIRE COUNTY TEXAS BEING MORE PARTICULARLY DOSCRIED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34. BLOCK 57-72. REEVES COUNTY, TEXAS, THENCE N 65°TB2M E. A DISTANCE OF 1802. 99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CHIEFRINE.

THENCE'S 34'08'03" E. A DISTANCE OF 239 46 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N. FARSTSY W. A DISTANCE OF 3552 AS FEET FROM A TIME HEAD ROD, MARRING HE SOUTHEAST CORNER OF SECTION 34 BLOCC 54-75 BRESS COUNTY,

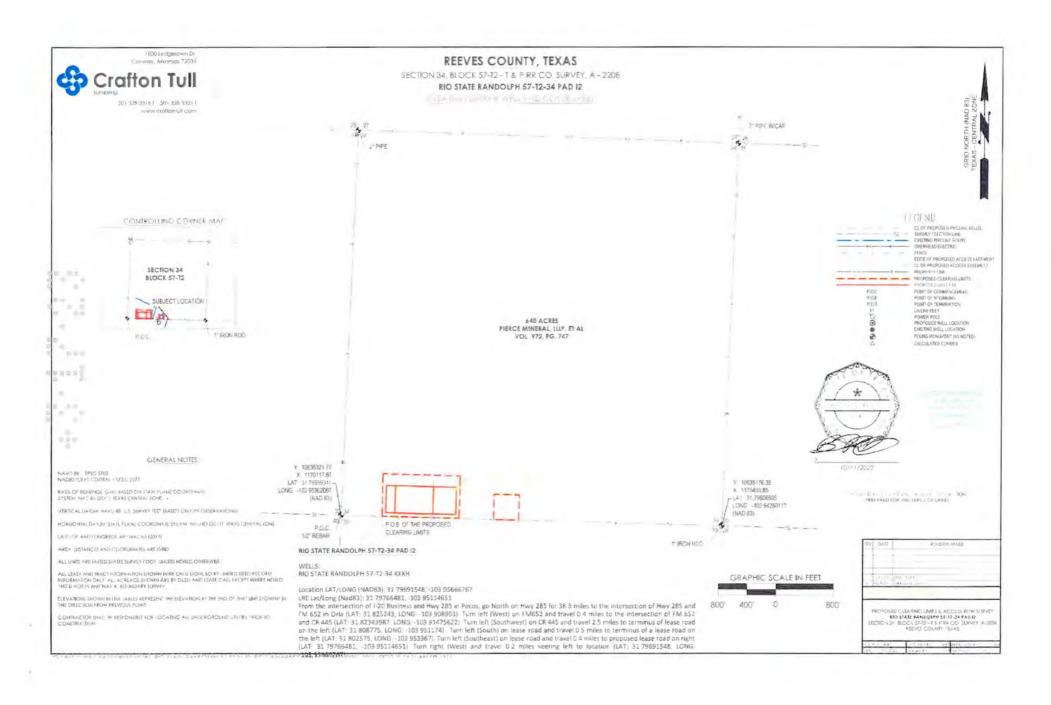
THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 289 AS FEET OR 14.51 RODS AND CONTRAINES, I'VE ACRES OF FASSIMENT MORE OF LESS SUBJECTIONAL SASEMENTS AND RIGHTS-OF-WAY OF PROOPED.

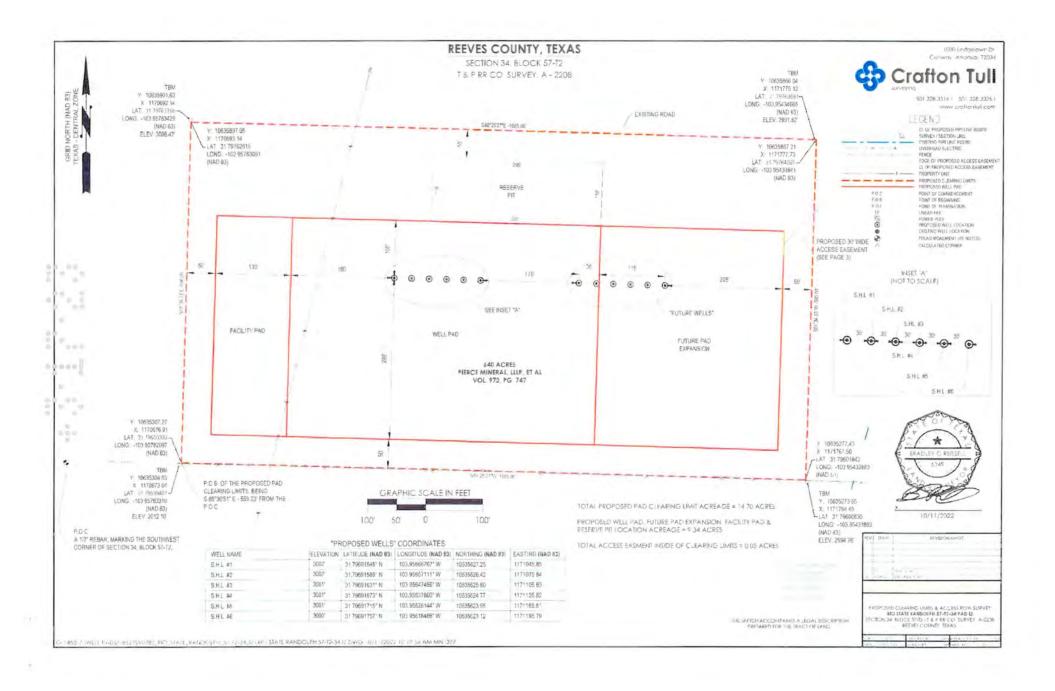
BASE OF BEARINGS: TEXAS STATE PLANE ORIO CENTRAL FORE NADISS AS DETERMINED BY GPS CIBSERVATION

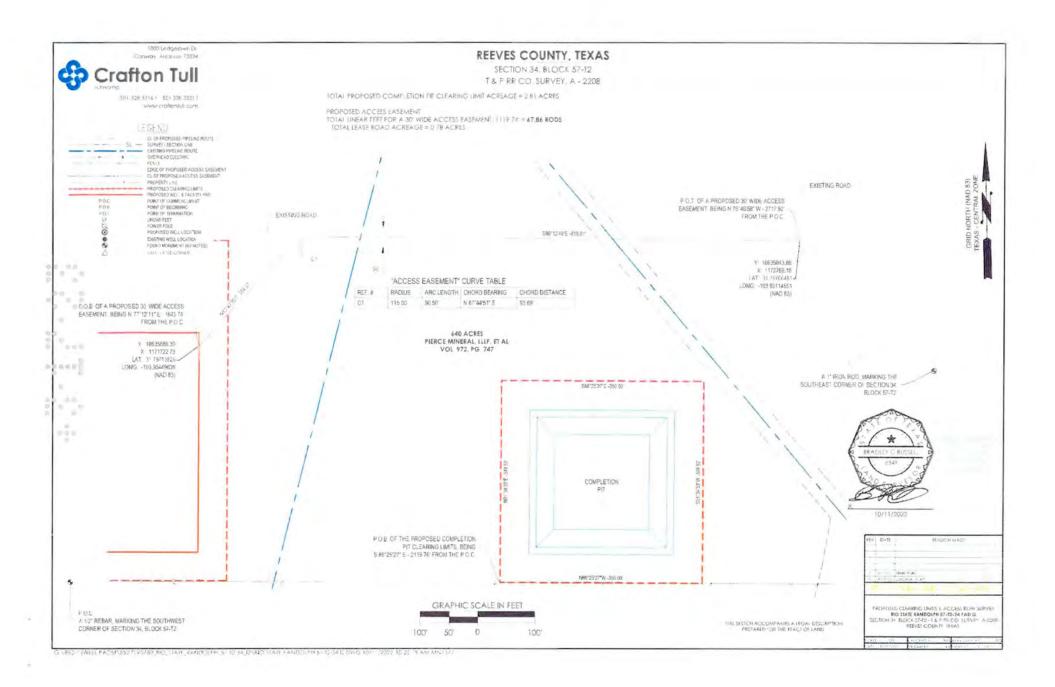
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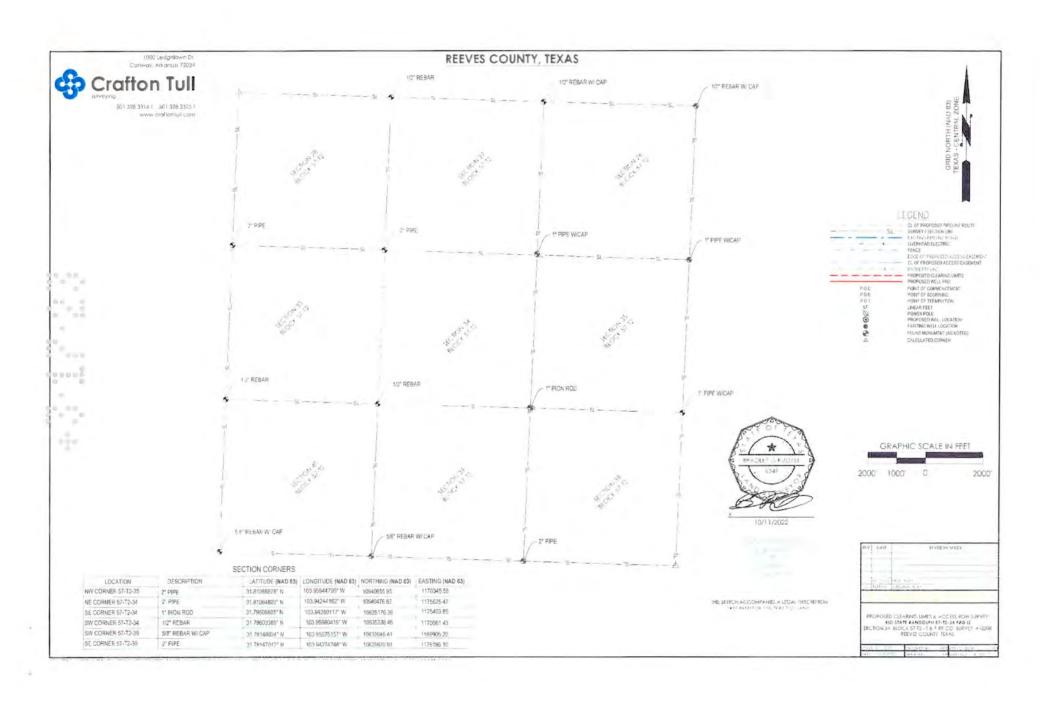


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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY, A - 2208

RXO STATE RANDOLPH 57-12-34 PAD & CLEARING CIMITS'

A METES AND BOUNDS DESCRIPTION OF A 14 70 ACRE CLEARING LIMITS BRING OUT OF A 640 ACRE FRACT CRANIED TO RECCE MINERAL LLEF ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 94, BLOCG 5574, RESYDS COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACHIC RECOLORS, REVYES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, RESVES COUNTY, TEXAS, THENCE SIBERSOST E. A DISTANCE OF 559-23 FEET TO THE POINT OF BEGINNING OF A 14-70, ACRE. CLEARMIC LIMITS

THENCE NO 1134/33 E. A DISTANCE OF \$90.00 FEET TO A POINT.
THENCE 5 88/23/27 E. A DISTANCE OF 1085 00 FEET TO A POINT.
THENCE 3 (11/34/33 W. A DISTANCE OF 590 00 FEET TO A FORM)
THENCE N 88/25/27 W. A DISTANCE OF 1085 00 FEET TO THE POINT OF REGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 18 70 ACRES, MORE OR LESS TUB-RECTTO ALL EXERMENTS AND XIGHTS-GR-WAY OF RECORD BASIS OF BEARINGS; (EXAS STATE PLANE GRID, CENTRAL ZONE NADIS) AS DETERMINED BY GRS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASES ON U.S. SURVEY FEET

"COMPLETION PIT CLEARING LIMITS"

A MOES AND ADMINDS DESCRIPTION OF A 2 B LACER CLEARING LIMITS BEING DUI OF A AND ACRETRACT CRAINTED TO PIERCE MINERAL LLLZ, ET AL AS PELDRIDED IN VOLUME 972, PAGE-972, IN SECTION 34, BLOCE 5/1/2 REEVES COUNTY (PASS-BLING OUT OF ABSTRACT MUMBER 220B. IDXAS AND PACIFIC RE CC. SUBVEY REPVES COUNTY TEXAS, SERIOS MORE PARTICULARLY DESCRIBED AS FOULDWS.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNUL OF SECTION SA, SLOCK 57-72, RESPECT COUNTY, TOUGH, THENCE S 68/CS 27 E, # DISTANCE OF 21 1976 FEET TO THE POINT OF BEGINNING OF A 281 ACRE CLEARING UNITS.

HENCE IN DIPORTS E. A DISTANCE OF 349 SZFERT TO A POINT: THENCE S REPOSZE C. A DISTANCE OF \$50,00 FEET TO A POINT; THENCE S IN 1943 W. A DISTANCE OF \$49,52 FEET IO A POINT; THENCE N 887527 W. A DISTANCE DE \$50,00 FEET OF THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEAPING LIMITS HAS A TOTAL AREA CF 2.81 ACRES, MOREOR 1835 SUBJECT TO ALL EASEMENTS AND RICHTS-OF-WAY OF RECORD BASIS OF BEARINGS; TEXAS STATE PLANE GRID. CENTRAL ZONE, MADES AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCUESS BASEMENT

A METE AND HOUNDS DESCRIPTION OF AN ACCESS EASTNENTIN, GYER ACROSS, AND THROUGH 4, AND ACROSS FRACT, GRANTED TO, PIERCE MINERAL, LLIP, EL AL AS RECORDED IN VOLUME 972 PAGE 1/9 IN SECTION 34 BLOCK 57-12, PIEVES COUNTY IERAS, BEING DUT OF ABSTRACT NUMBER 2288. TEXAS AND PACIFIC RECO. SURVEY, PEVES COUNTY TEXAS, BRINC MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SCUTHWEST CORNER OF SECTION 34. BLOCK 57-12, REEVES COUNTY. FEXAS: HERICE N 77-121" E. A DISTANCE OF L645 74 FEET TO THE POINT OF REGINNING OF A PROPUSED 30 FOOT WIDE ACCESS EASEMEN BRING TO SECRIBED CENTERLINE EASEMEN. BRING TO SECRIBED CENTERLINE

HENCE N 43°42'30" E. A DISTANCE OF 204 23 FEET TO A POINT.

THENCE ALONG A CURYE TO THE RIGHT HAVING A RACIUS OF ITS DIFFEET, AN APCIENG HOF 96 50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67° AV511E, 93.69

FEET TO A POINT.

THENCE \$ 88" (2'49" E. A. DISTANCE OF 81 Y 01 FEET 10. THE POINT OF TERMINATION, SAID. POINT BEING IN JAYAKS B. W., A. DISTANCE, OF 2777 PE, FEET PROVIA A TINCH IRON ROD. MARRING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 577Z, REFERE COUNTY.

THE ABOVE DESCRIBED HAS A CONTENUE TOTAL LENGTH OF THE 74 FEET OR 67 BG RODS AND CONTAINS 0.78 ACRES OF EASEMENT, MORE OF TESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF MY NOT PRECORD.

BASIS OF SEARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE, NADBS AS DETERMINED BY GPS OASPEVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY THE



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19 d feet 100 NOT SERVER APPRICATION OF SERV

File No. WK 048344

Scurface Discounty

Date Filed: 3/8/24

Commissioner Dawn Buckingham, M.D.

By:

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

2100001 01 SD 6076

-P00001 C10



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

Surface &

VENDOR NUMBER: TRACE NUMBER: 3680985035BPXML-CPS MF048344 Surface Damages: Rio State Randolph 57-2-34 Pads il Eiz 23707151

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3680985035BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000005195 ATTACHED BELOW

62-20 311

6000005195

04/19/23

23707151

\$\$\$\$\$\$\$\$\$\$\$\$\$211.71

NOT VALID AFTER 6 MONTHS

Two Hundred Eleven and 71/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

12/61

II 6000005195II



May 12, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad II & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Oak Valley Mineral and Land - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000005195 for \$211.71, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

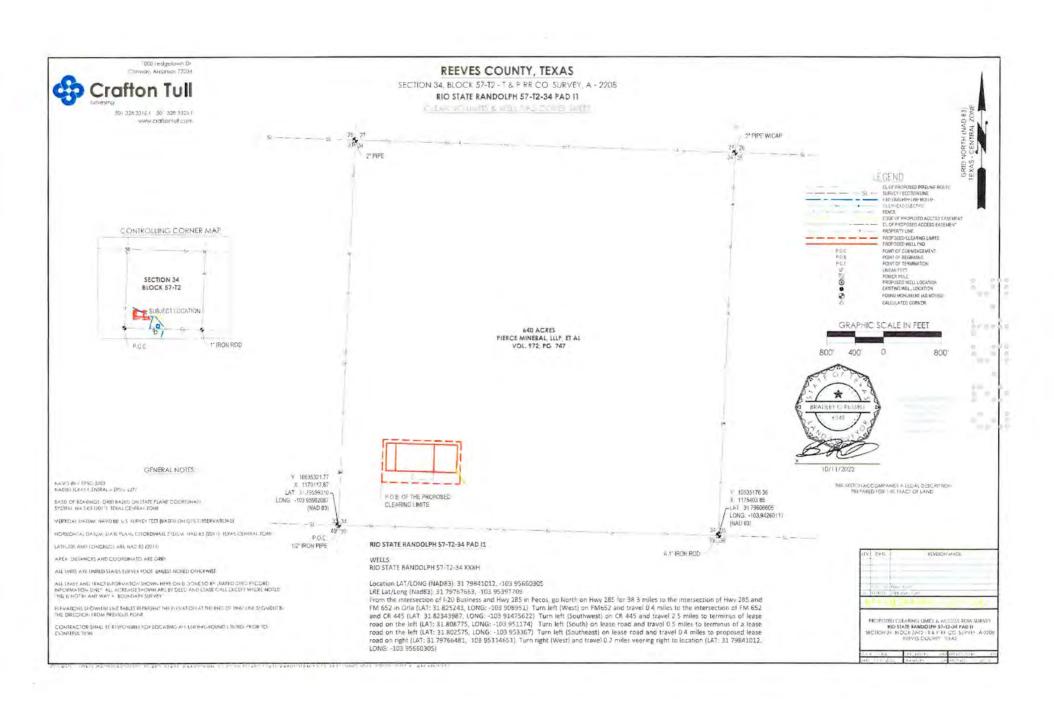
Sincerely,

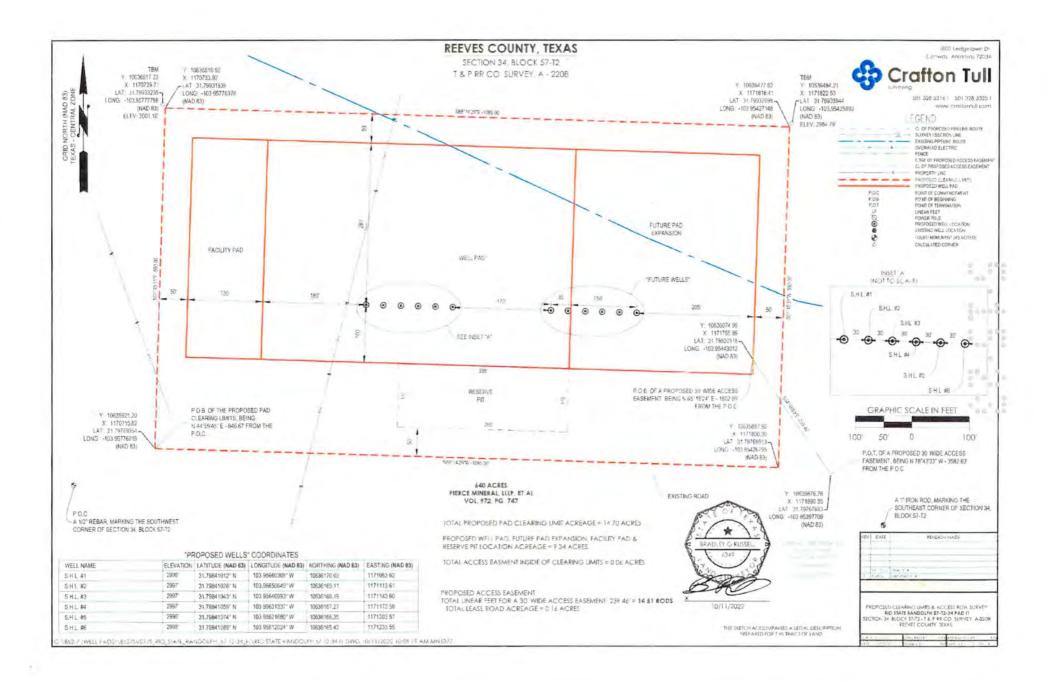
Sarah Phillips

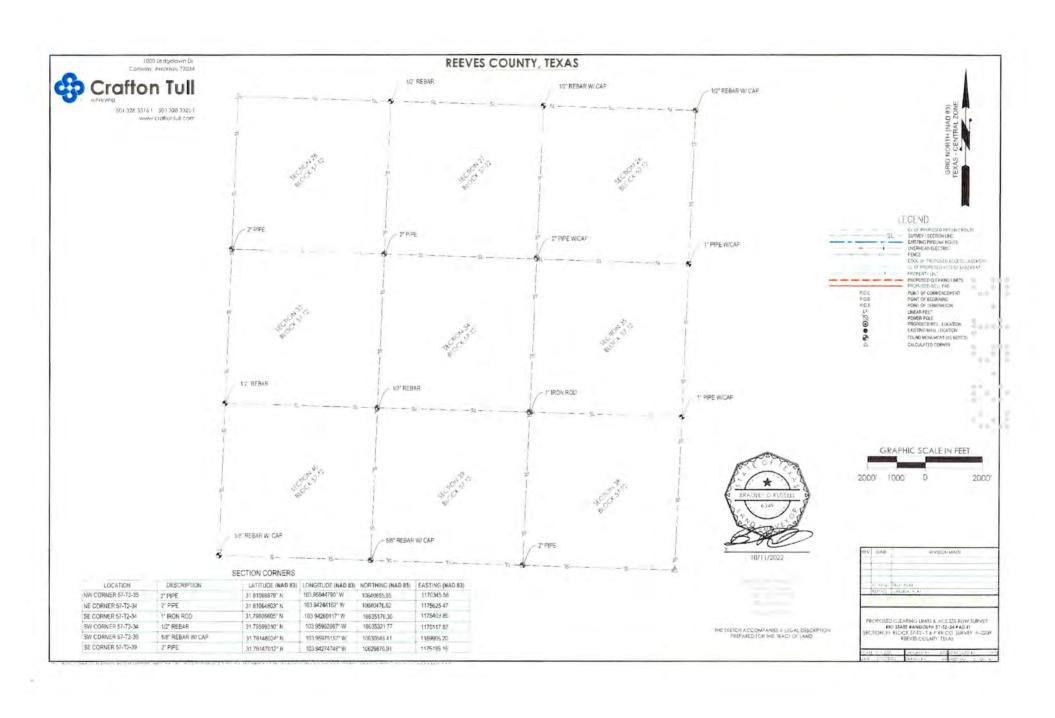
Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

DAMAGE RELEASE

State of Texas	
Seventy-Two Cents (\$211.72) the undersigned under, upor and recorde	perating Company, ("the Company"), the sum of Two Hundred Eleven Dollars and in full payment and settlement for all damages listed below, caused to interests of and across the land described in a Oil & Gas Lease Agreement dated ed in Book, Page, of the Official Public Records of Reeves County,
<u>Texas</u>	
This release covers nor	rmal and customary damages to construct:
2 Pad Sites, being the Rio St	ate Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34
	etions Pond, and Access Road located in Section 34 of Block 57 Township 2.
Executed on Autom 7	, 2023.
Oak Valley Mineral and Land, A Texas limited liability comp By: Oak Valley Mineral and Land, Oak Valley Mineral and Land,	pany and I, LLC General Partner of
tammion	Nuv
By: Brandon Black Title: Vice President	
For office use only: [Owner:	Tenant: Other: Other: Off R/W I [ROW Width]









REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A - 2208

THO STATE RANDCLEH 57-12-34 PAD IT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14 /0 AURE CLEARING LIMIT BRING OUT OF A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL LLUP, ET AL 35 RECORDED IN VOLUME YZZ, FAGE 747, ILI SECTION DA BIGGOR SAFLE REFVES COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACHIC RECOLUMEY REFVES COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED ASFOLLOWS.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE IN 49-55 451 E. A. DISTANCE OF BMG &/ FEFT TO THE MOINT OF BEGINNING OF A 14-70 ACRE CLEARING LIMITS:

THENCE NO PRESSIT L. A DISTANCE OF 590.00 FEET TO A POINT HENCE SIBETIASTE. A DISTANCE OF 1085.00 FEET TO A POINT, THENCE SIGHTSTIP WILL DISTANCE OF 590.00 FEET TO A POINT. HENCE N 68°HZ25° WILL A DISTANCE OF 1085.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED OF BARING LIMITS HAS A LOTAL AREA OF 14.70 ACRES, MOREOR LESS SIDE FICH TO ALCRES HAVE FOR LESS SIDE FICH OF BASE OF BEARINGS, TRACE STATE PLANE GRID. CENTRAL ZONE. NADES AS DETERMINED, BY GPS OKSEPVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS EASEMENT

A JARTES AND BOUNDS DESCRIPTION OF AN ACCUSS EASEMENT BY OVER ACROSS. AND THROUGH A 640 ACRE TRACT, GRANTED TO PIERCE MINERAL, LIF, ET AL AS PECORDED IN VOLUME 972, PAGE 747. IN SECTION AS BLOCK 57-12 BETYPE COUNTY TEXAS BEING OUT OF ABSTRACT HUMBER 2208, IEXAS AND PACIFIC RECO. SURVEY, RECYES COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIPTED AS COLUMNS.

COMMENCING AT A. 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK 57-72. REEVES COUNTY. 16XAS: THENCE N AS*1824 & A OBTANCE OF 18CC 29 FEET TO THE POINT OF BEGINNING OF A PROPOSED 36 POOT WIDE ACCESS EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERINE.

THENCES 34'08'03". A DISTANCE OF 28Y 46 FEET TO THE POINT OF TERMINATION, SAID POINT BEHICK N 78'433". W. OBTANCE OF 38E 28 FEET FROM A 1 NICH RON ROD. MARKING HE SOUTHEAST COPIES OF SECTION 34, BLOCK 51'-13, FEEVES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 285 46 FEET OR T4.5T RODS AND CONTRINE DUE ACRES OF FASSMENT, MORE OF LESS, SUBJECT TO ALL EASEMENTS AND RICHTS-OF-WAY OF RECORD.

BASE OF BEARINGS, TEXAS STATE PLANE GRID, CENTRAL TONE, NADISI AS DETERMINED BY GPS DIBSERVATION.

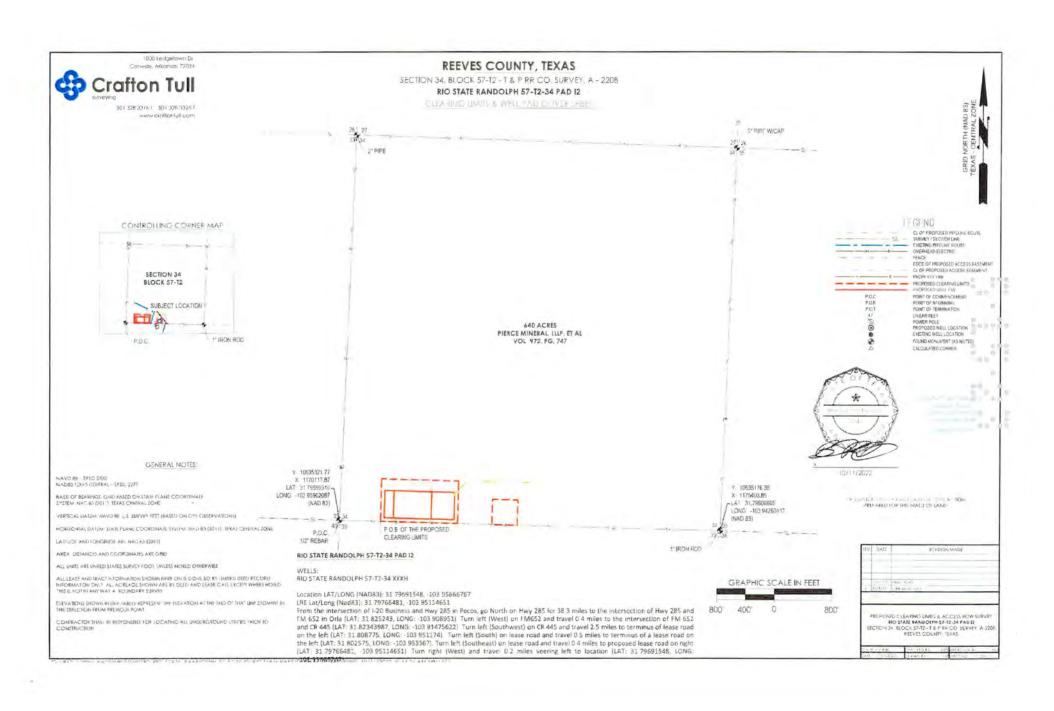
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

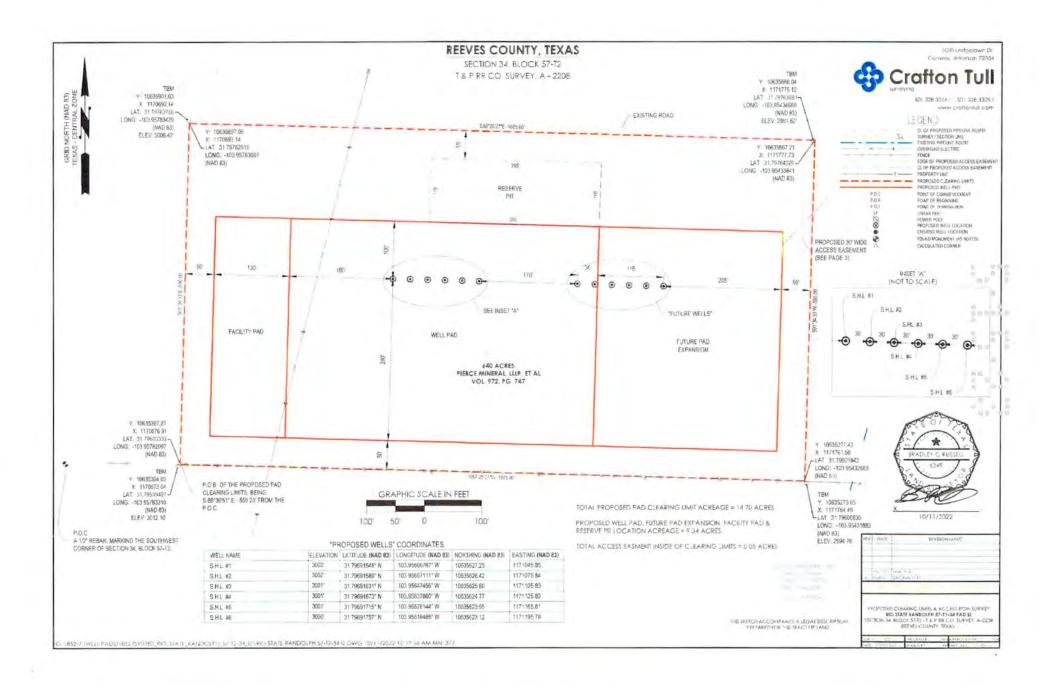


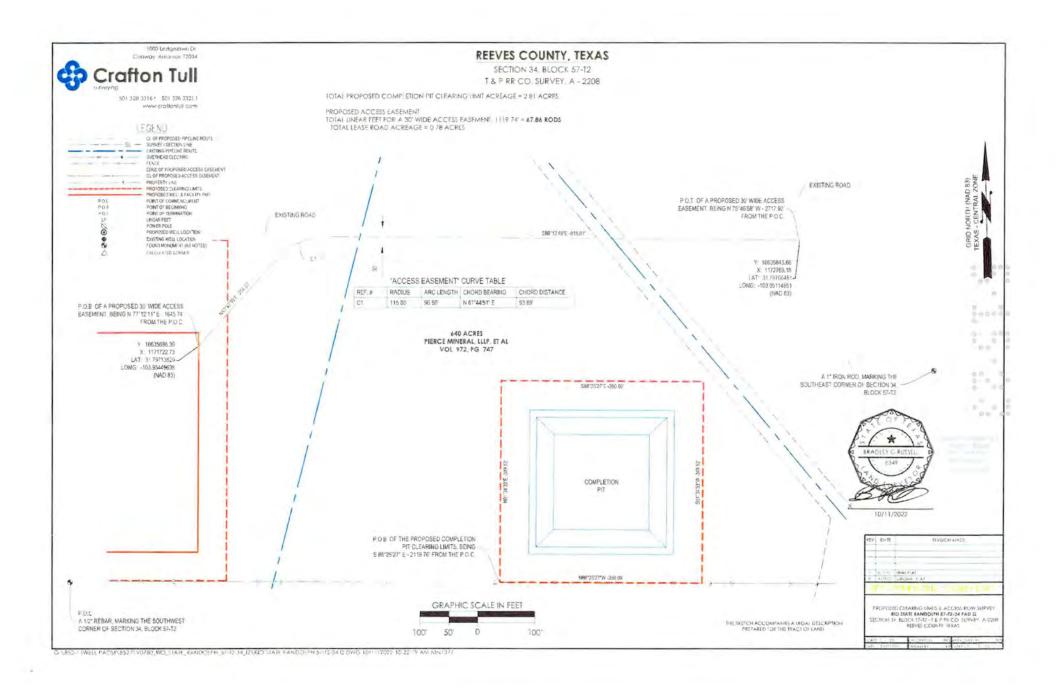
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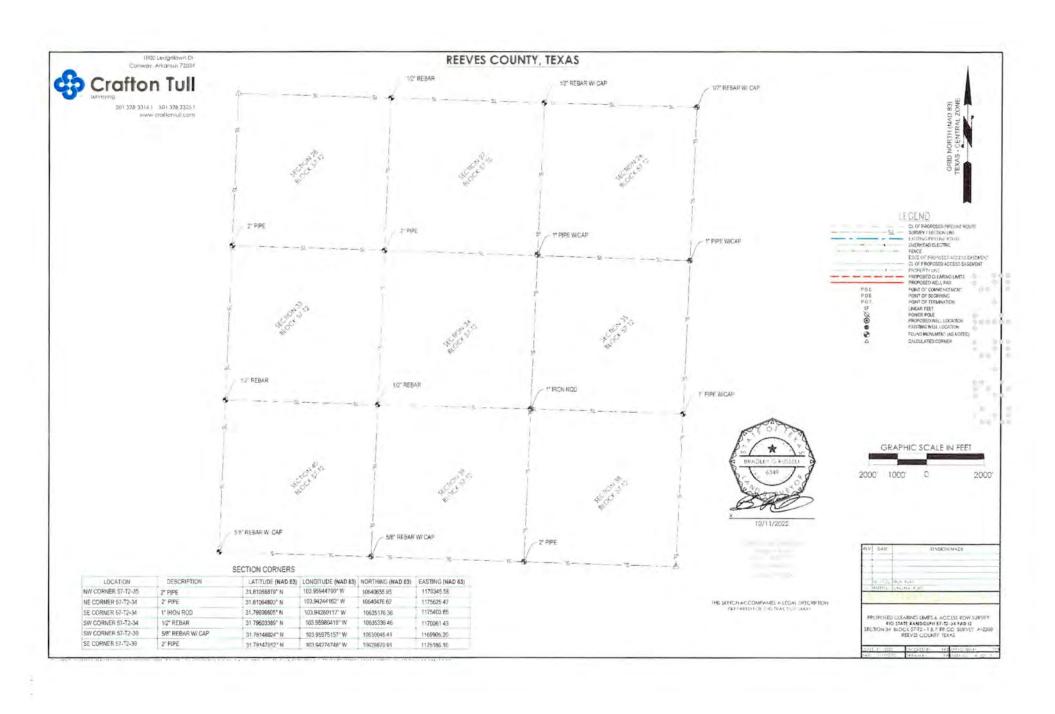
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Cot his president service to











www.croften.or.com

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & P RR CO: SURVEY, A - 2208

THO STATE RANDOLPH S7-12-34 PAD D'CLEARING LIMIES"

A METES AND BOUNDS DESCRIPTION OF A 14-7G ACRE CLEARING LIMITS BRING OUT OF A 640 ACRE TRACT, GRANTED TO MERCE MINERAL, LLU, ET AL AS RECORDED IN YOUTIME 972, PAGE 747 IN SECTION AS BLOCK 57-12, RECYST COUNTY, IEXAS BEING OUT OF ABSTRACT NUMBER 2208, IEXAS AND PACING RECOSTRIVERY RECYCLOUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS POLICIANS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, THENCE S. BETSOST E. A DISTANCE OF SEZ STEET TO THE POINT OF BEGINNING, OF A 14 /0 ACRE CLEARING DIMITS.

THENCE N 01/2433 E. A. DISTANCE OF 1990 (0 FEET TO A POINT).
THENCE'S 88°25227 E. A. DISTANCE OF 1995 (0 FEET TO A POINT).
THENCE S. DISTANCE OF 1990 (0 FEET TO A POINT).
THENCE N. 88°2527 W. A. DISTANCE OF 1985 (0 FEET TO THE POINT) OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: (EXAS STATE FLAME GRID, CENTRAL YONE, NADIS) AS DETERMINED BY GIPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

"COMPLETION PIT CLEARING LIMITS"

A MITTER AND BOUNDS DESCRIPTION OF A 2.81 ACRE CLEARING UMILE BEING OUT DI A NIO ACRE TRACT. CRANTED TO FIRE TO MINERAL ILLE. ET AL AS MECURODO. IN VOLUME 972 PAGE 974, INSECTION 34, BLOCK 5/4/2. REVYS COUNTY, IEXAS BEING OUT OF ABSTRACT-NUMBER 2006. TEXAS AND PACIFIC 3R CO SURVEY REVYS COUNTY. TEXAS, BEING MORE PARTICUL ARTY LIBERCHIED AS FOLLOWS:

COMMODITING AT A 1/2 INCH KEBAR MARKING THE SOUTHWEST CORNUL OF TECTION 34, SLOCK 57-DZ KEEVES COUNTY TEXAS, THENCE'S BECSSZY E. A. DISTANCE OF 2114 76 FEET TO THE POINT OF BEGINNING CF A 2.81 AGRE CLEARNIS UMITS!

HENCE A DISSANCE OF 349.32 FEET TO A POINT, THENCE S 88°2527 C. A DISTANCE OF 349.32 FEET TO A POINT, HENCE S 51°3423 W. A DISTANCE OF 349.52 FEET TO A POINT; HENCE N 88°2527 W. A DISTANCE OF 349.52 FEET TO A POINT;

THE ABOVE DESCRIBED CLEARING, LIMITS HAT A TOTAL AREA OF Z'BT ACRES MORE OR LESS SUBJECT TO ALL EXEMENTS AND RIGHTS-OF-WAY OF RECORD BASES OF BEABINGS; LEXAS STATE PLANE ORTOL CENTRAL (ONE NADES AS DETERMINED BY GREGOESEY

AU DISTANCES ARE GRID DISTANCES BASED ON US SURVEY FEET

ACCESS CASEMENT

A METEL AND ROUNDS DESCRIPTION OF AN ACCESS EASTENENT IN COVER. ACROSS, AND THROUGH A SAE ACRE TRACT, GRANTED TO PERFOR MINERAL LLIF ET AL AS RELIGIORDED IN VOLUME 9/2 PAGE 147, IN SECTION 34 BLOCK 57-72. REVES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2208. TEXAS AND PACIFIC BE CO SUBVEY: REVES COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARBING THE SOUTHWEST DORNER OF SECTION 34. BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N-77" (211" E. A DISTANCE OF LASS A FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING. TO THE FOLLOWING DESCRIBED CENTERLINE

THENCE N 43°42'30" E. A DISTANCE OF 204 23 FEET TO A POINT: THENCE ALONG A CURYL TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, AN ARC LENGTH OF 96.50 FEET, AND A CHORD BEARING AND DISTANCE OF N 47°44'ST E. 93.69 FEET TO A POINT.

THÉNCE S 88° 12°49° E. A. DISTANCE OF 81° DI FEET TO THE POINT OF TERMINATION, SAID. POINT BEING IN 75°45'58° W., A. DISTANCE OF 277.79°2 FET FROM A. TICCH IRON ROD. MARKING THE SOUTHEAST CORNEY OF SECTION 34, BLOCK 57-12, REFVR. COUNTY.

THE ABOVE DESCRIBED HAS A CENTERUNE TOTAL LUNGTH OF 11 17.74 FEET OR 67.86. RODS AND CONTAINS 0.78 ACRES OF EASEMENT MORE ON LESS SUBJECT TO ALL EASEMENTS AND RICHTSO-DIVINAY OF RECORD

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADIS AS DETERMINED BY OFS OBSERVATION

ALL DISTANCES ARE SKID DISTANCES BASED ON U.S. SURVEY FEET





PROFUSED CLEARING DAPS & ACCESS FOR SUPPER BIO STATE SAMPOURS ST-TS-34 FAB BI SECULAR AS MICE SAFET A 7 RECO. SERVEY A 7305 SERVEY A 7305 SERVEY COLOREST SOALS.

CAT NO. CHINES CONTROL OF THE PARTY OF THE P

File No.

Sex face County

Date Filed:

Commissioner Dawn Buckingham, M.D.

By:

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

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bpx energy M = 48344

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701 Surfure De mg 9 5/16/23

VENDOR NUMBER:

TRACE NUMBER: 3680985036BPXML-CPS

WF 048344

SWX face Damages: 210 State Pardolph

57-2-34 Pads il file

23707152

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3680985036BPXML-CPS

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701 IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000005196 ATTACHED BELOW

62-20 311 No. 6000005196

23707152

04/19/23

\$\$\$\$\$\$\$\$\$\$\$\$\$715.42

NOT VALID AFTER 6 MONTHS

Seven Hundred Fifteen and 42/100 Dollars

Parket Services

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" 6000005 1 96"



May 12, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad II & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Sortida Resources LLC - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000005196 for \$715.42, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

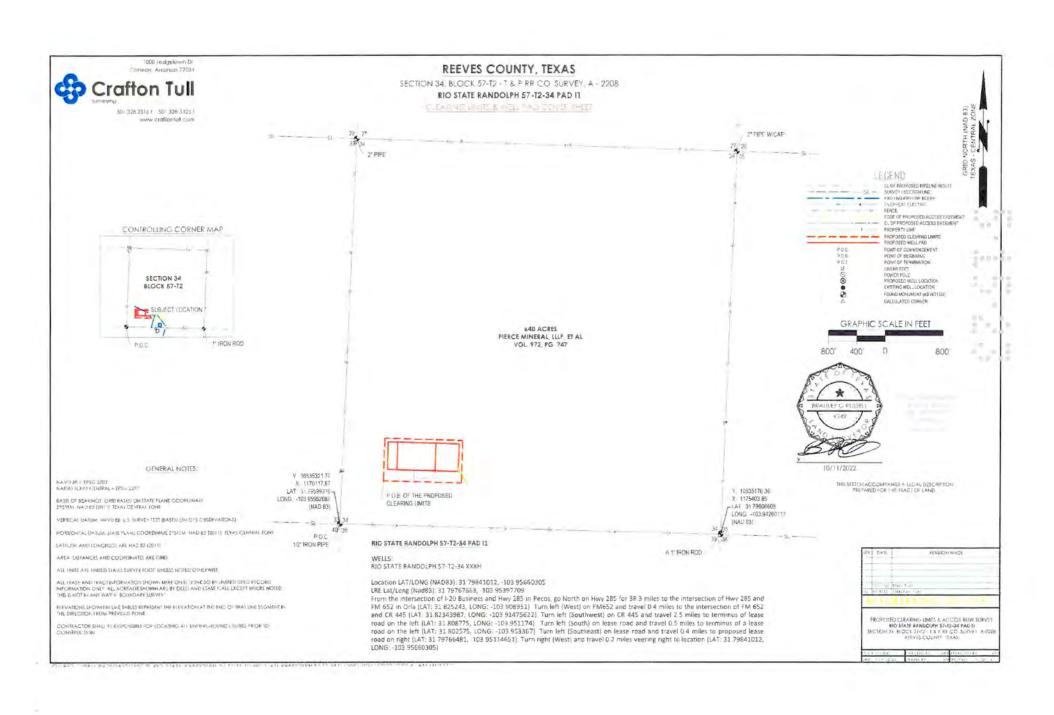
Sarah Phillips

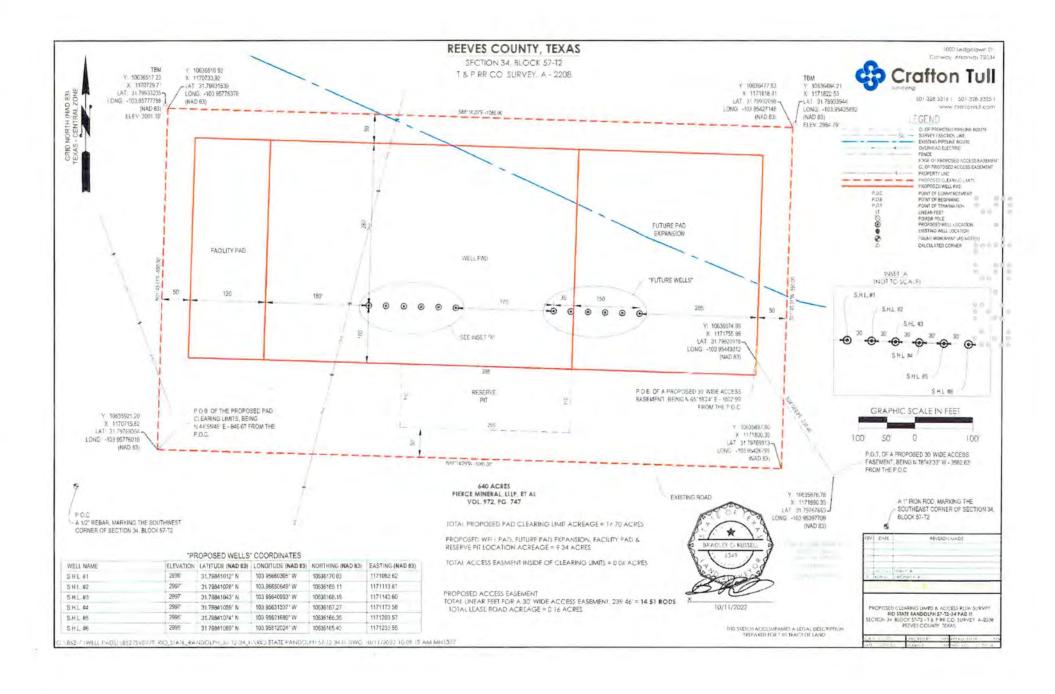
Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

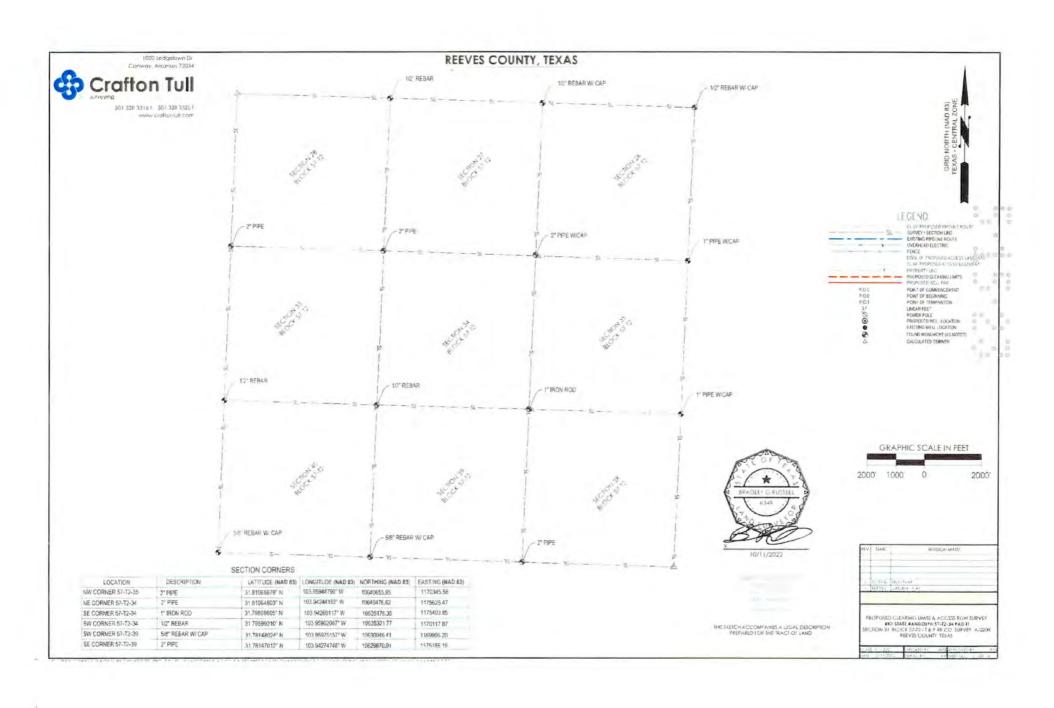
DAMAGE RELEASE

State of Texas

RECEIVED OF BPX Operating Company, ("the Company"), the sum of Two Hundred Eleven Dollars and Seventy-Two Cents (\$211.72) in full payment and settlement for all damages listed below, caused to interests of the undersigned under, upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book, Page, of the Official Public Records of Reeves County
<u>Texas</u>
This release covers normal and customary damages to construct:
2 Pad Sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34
Pad I2 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2.
Executed on
Sortida Resources, LLC, A Texas limited liability company By: Oak Valley Mineral and Land I, LLC General Partner of Oak Valley Mineral and Land, LP, sole member of Sortida Resources, LLC
Brander Blan
By: Brandon Black Title: Vice President
For office use only: [Owner: Tenant: Other:] [On Off R/W] [ROW Width]







Crafton Tull

REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 1 & P RR CO. SURVEY, A - 2208

PID STATE RANDOLFH 57-12-34 PAD IT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14 I/I AURE CLEARING LIMITS BEING OUT OF A 64R ACRE TRACT. GRANTER TO PIERCE MINERAL LLLP, ET AL AS RECORDED IN YOU MEET 972. PAGE: 147, IN SECTION AS BLOCKS 57-1/2. REEVES COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2008, TEXAS AND PACIFIC PR CO. SURVEY, REEVES COUNTY. TEXAS, BEING MORE FARRICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34. BLOCK 57-72. REEVES COUNTY, TEXAS THENCEN 14/95 45" E. A. DISTANCE OF 346 67 FEET TO THE POINT OF BEGINNING OF A 14/70 ACRE CLEARING LIMITS.

THENCE N 01°45'31" E. A. DISTANCE OF 590 00 FEELTO A POINT.
THENCE'S 88"1429" E. A. DISTANCE OF 1985 00 FEELTO A POINT.
THENCES 01°45'31" W. A. DISTANCE OF 590 00 FEELT OF A POINT.
THENCE N 58"1429" W. A. DISTANCE OF 1985 00 LEFT OF THE POINT OF BEGINNING.

THE ABOVE DESCRIBED OF EARING LIMITS HAS A LOTAL AREA OF 1470 ACRES. MORE OR LESS SUBJECT TO ALL EASEMENTS AND MICHIS-OF-WAY OF RECORD BASIS OF REARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE, NADBS AS DETERMINED BY ORS DISSERVATION.

ALL DISTANCES ARE ORID DISTANCES BASED ON U.S. SUPVEY REET.

ACCOUNTS PASSAGE

A METES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN GIVER, ACROSS AND THROUGH A 640 ACRE IRACT, GRANTED TO PRENCE MINEREAL, LIFE ET AL AS RECORDED IN YOLDING FOR PAGE 174. IN SECTION 38 BLOCK 57-42, REFVIS COUNTY, IEXAS BEING GUT OF ABSTRACT NUMBER 220B, IEXAS AND PACIFIC REFOOS COUNTY, IEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMERCINO AT A 1/2" INCH REBARI, MARKING THE SOLITHWEST CORNER OF SECTION 34. BLOCK 57-72. REFYES COUNTY, TEXAS, THENCE IN ASTROXALE, A DISTANCE OF 1800, 99. FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING. 15 FEET ON ADITH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE S 34/108/03" E. A. DISTANCE OF 235 46. FEET TO THE POINT OF TERMINATION: SAID. POINT BEING N. 78/43/33" W. A. DISTANCE, OF 3552 45 FEET FROM A 1 INCH. IRON ROD. MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCE 5-1/2, REVER SOUNTY,

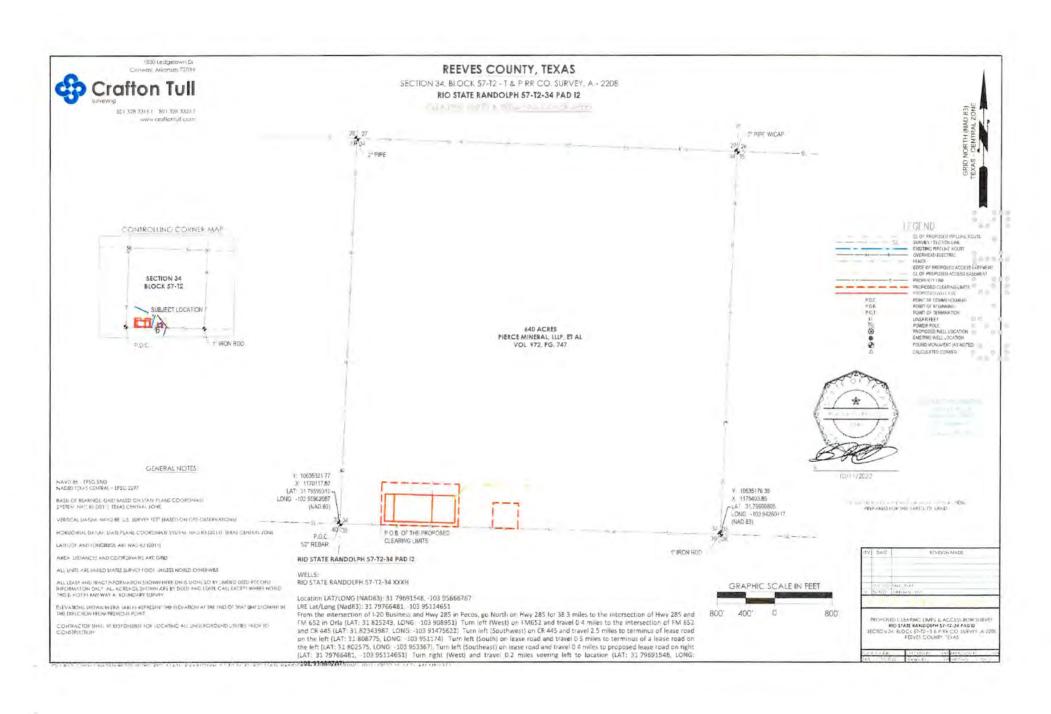
THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF 289 46 FEET OR 14.51. RODS AND CONTAINS 0.16 ACRES OF EASEMENT, MORE OF LESS SUBJECT TO ALE-SASMAND, AND RIGHTS OF TWAN OF ECCORD.

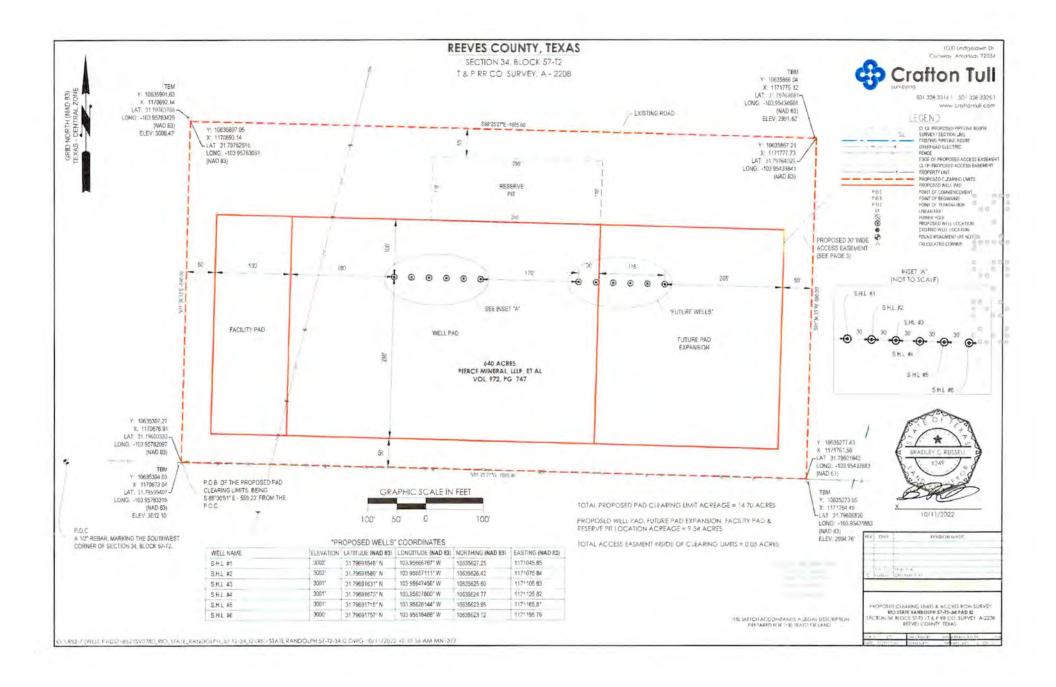
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL TEINE NACES AS DITTERMINED BY GRS OBSERVATION

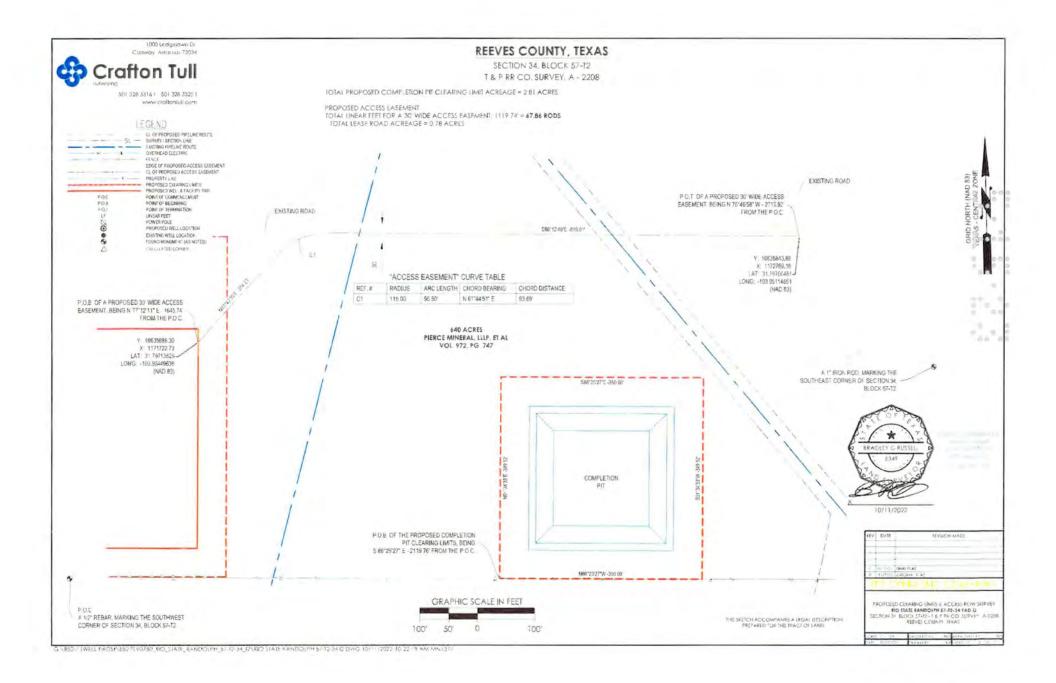
ALI DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

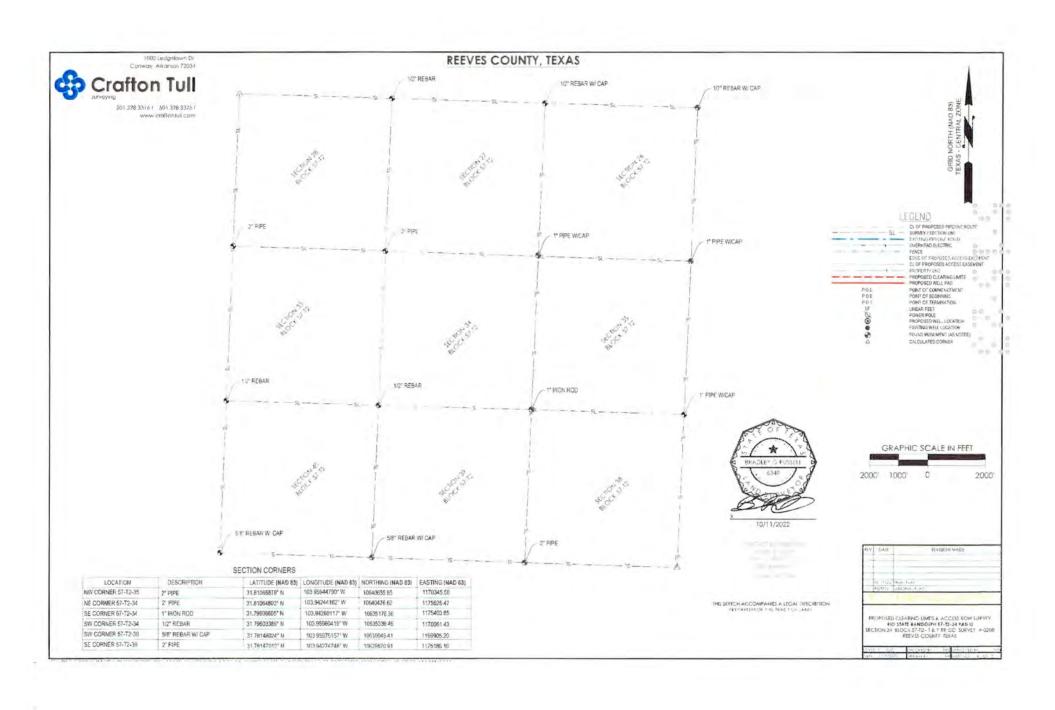


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SECTION 34, BLOCK 57-72 T & P RR CO. SURVEY: A - 2208

1810 STATE RANDIQUEH 57-12-34 PAD D CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14-70 ACRE CLEARING LIMITS BEING OUT OF A 440 ACRE FRACT GRANTED TO PIERCE MINERAL LILLY ET AL AS PECLOROPH IN VOLUME 572, PAGE 747, IN SECTION 54 BLOCK ST712 RELYS COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2288, 16XAS AND PACIFIC KR CO SURVEY, RECYCS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS POLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS, THENCE S BRYGOST E, A DISTANCE OF 552 25 FEET TO THE POINT OF BEGINNING OF A 14 YO ACRE CLEARING LIMITS.

THENCE N 01/34/30 E. A DISTANCE OF 590 GO FEET TO A POINT, THENCE'S BRIZZIOZ TO A DISTANCE OF 1085/00 FEET TO A POINT, THENCE'S DISTANCE OF SPG 00 FEET TO A POINT. THENCE N BRIZZIOZ W. A DISTANCE OF 1085 00 FEET TO THE POINT OF BEDWINNG.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A COTAL AREA OF 14 /0 ACRES, MICRE OR LESS SUB-SPCT TO ALL EXEMPTIMES AND RICHTS-DE-WAY OF RECORD BASIS OF BEARINGS. LEXAS STATE PLANE GRID. CENTEM, YONE NADBLAS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FELT

COMPLETION FIT CLEARING LIMITS

A MITES AND BOUNDS DESCRIPTION OF A 2.61 A CEF CLEARING LIMITS SENS OUT. DF A SAIL ACRE THACH, CHANNED TO PIERCE MINERAL LLLP, ET AL AS PECOPOLID IN VOLUME 972, PAGE 747, N. SECTION 34, BLOCK 5/-12. REEVES COUNTY, TEXAS SUINC OUT OF ABSTRACT NUMBER 2008, TEXAS AND PACIFIC: PE CO. SUPPLY, REEVES COUNTY, TEXAS, BEING MORE PARTICUL (ARX) DESCRIBED AS FOLLOWS:

COMMENCING AT # 1/2 INCH REBAR, MARKING THE SQUTHWEST CORNER OF SECTION \$4 BUSICS 57-T2, RESVES COUNTY, TEXAS THENCE S 88°25.27°E. A DISTANCE OF 21'9 72 FEET TO THE POINT OF BEGINNING OF A 2.81 ACRE. CLEARING UNITS:

HENCE N 81/34301 E. A DISTANCE OF 349 52 FEB TO A POINT, THENCE 3 88/2527 C. A DISTANCE OF 350 00 FEB TO A POINT, THENCE 5 11/3431 W. A DISTANCE OF 349 52 FEB TO A POINT, THENCE N 89/2571 W. A DISTANCE OF 349 50 FEB TO A POINT OF SEGMINING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA CHIZ 81 ACRES, MORE ON LESS SUBJECT TO ALL EASEMENTS AND RICHTS-OF-WAY OF RECORD BASIS OF BEARINGS; TEXAS STATE PLANE GRID, CENTRAL ZONE, NADES AS DETERMINED BY GPIS DESERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEEL.

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A METE AND ROUNDS DESCRIPTION OF AN ACCESS EASEMENT IN, OVER ACROSS, AND THROUGH A 640 ACRETRACT, GRANTED TO PIERCE MINERAL LILE I AL AS RECORDED IN VOLUME VZ PAGC 147 IN SICTION 36 MIOCAS 57-12. PEEVE COUNTY IEXAS, BEING OUT OF ABSTRACT HUMBER 2206, TEXAS AND PACIFIC RECO. SURVEY. REEVES COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST COKNER OF SECTION.
34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE IN 77" (2 1) "E. A DISTANCE OF
1445 74 FERT TO THE POINT OF BEGINNING OF A PROPOSED BY FOOT WIDE ACCESS
EASEMENT BEING TO FEE ON BOTH STEELS OF THE FOLLOWING DESCRIBED CENTERLINE.

HÉNICE N 43°42'30° E. A DISTANCE OF 204'33 FEEL TO A POINT.
THENCE ALONG A CUPYE TO THE RIGHT HAVING A RACIUS OF 116:00 FEEL, AN APC.
TENGTH OF 76:50 FEET, AND A CHORD BEARING, AND DISTANCE OF N 57°44'51' E. 93:69TEET TO A POINT.

THENCE'S BEY 1249". E. A DISTANCE OF BLY BUTTERT TO THE POINT OF TERMINATION, SAID-MOTHER BLING IS A SAF W. A DISTANCE OF 277.7 92 FEET FROM A 1 INCH BION ROU. MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK ST-12, REFLYES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF THE 74 FEET OF 67 B6. RODS AND CONTAINS 0.76 ACRES OF EASEMENT MORE OF LESS SUBJECT TO ALL LEASEMENTS AND RICHTS OFWAR OF RECORD.

BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CIENTRAL ZONE, NADBS AS DETERMINED BY GRS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



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BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

MF048344 bpx energy

2100001 01 SD T 6105 DD

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05/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

TRACE NUMBER: 2325703607BPXML-CPS **VENDOR NUMBER:** MF048344 Surface Damages Rio State Randolph 57-T2-34 Pags il fiz

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000005550 ATTACHED BELOW

TRACE NO.: 2325703607BPXML-CPS

62-20

6000005550

05/31/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

23708106

\$\$\$\$\$\$\$\$\$\$\$1,764.33

NOT VALID AFTER 6 MONTHS

One Thousand Seven Hundred Sixty-four and 33/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" 6000005550"







June 8, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of The Sandra A. Tomasek Irrevocable Trust - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000005550 for \$1,764.33, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Darah Phillips

Sarah Phillips
Surface Landman and Right-of-Way Agent
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

DAMAGE RELEASE

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RECEIVED OF BPX Operating Company, ("the Company"), the sum of One Thousand Seven Hundred Eighty-Three & 19/100 Dollars (\$1783.19) in full payment and settlement for all damages listed below, caused to interests of the undersigned under, upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book, Page, of the Official Public Records of Reeves County.
<u>Texas</u> , and the undersigned does hereby release and discharge BPX Operating Company ("the Company"), including its subsidiaries and affiliates, and its agents and contractors, from all liabilities therefor.
This release covers any and all damages to construct:
2 Pad Sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 Pad I2 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2.
NOTICE TO LANDOWNER OF REPORTABLE INCOME - The Internal Revenue Service (IRS) regulations requires that all real estate transactions between the Company and you that annually equal \$600.00 or more, are reportable; not necessarily taxable, but reportable to the IRS and you on IRS Form 1099 at year end. While the Company, its agents and employees cannot make a representation to you of whether or not the payment(s) you received are taxable income, we do recommend that you consult your tax advisor to determine the tax liability, if any, associated with said payment(s).
CERTIFICATION: Under penalties of perjury, I certify that: 1. The number shown on this form is my correct Social Security Number or Federal Tax Payer identification Number (or I am waiting for a number to be issued to me), and 2. I am a U.S. person (including a U.S. Resident Allen).
Executed on 4/17
Signed and acknowledged in the presence of:
Landowner: The Sandra A. Tomasek irrevocable Decedent's "B" Trust, established September 3, 2000,
Mlu Tound SS#, Tax ID# or Exempt#
By: Wayne Tomasek
Witness:
Printed Name:
I'M BALL

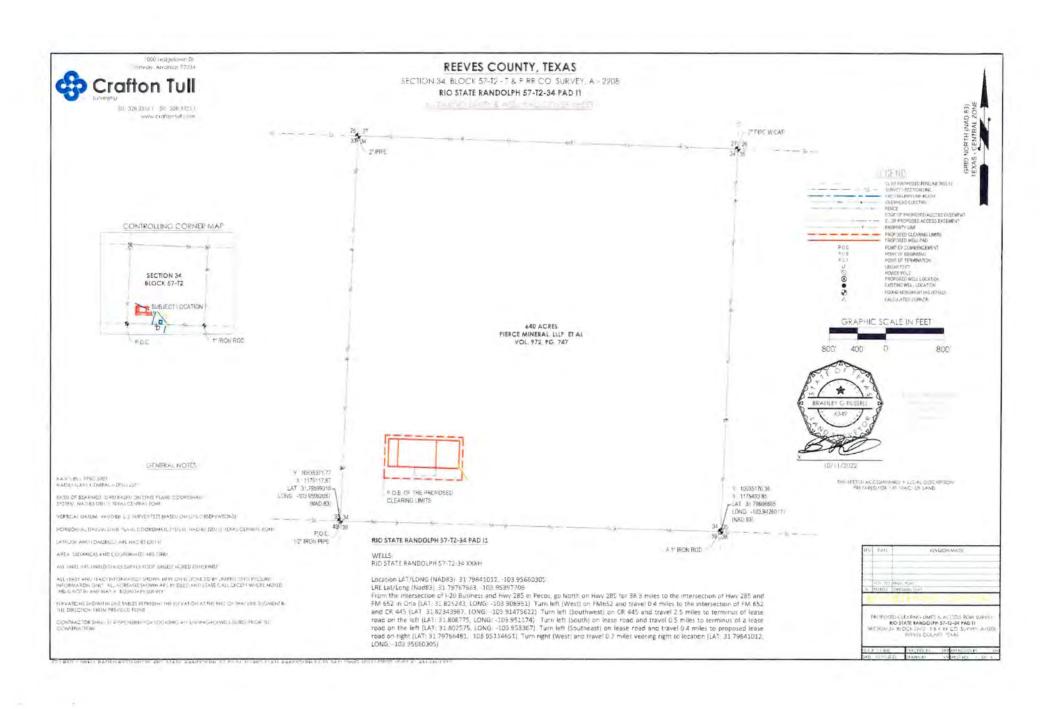
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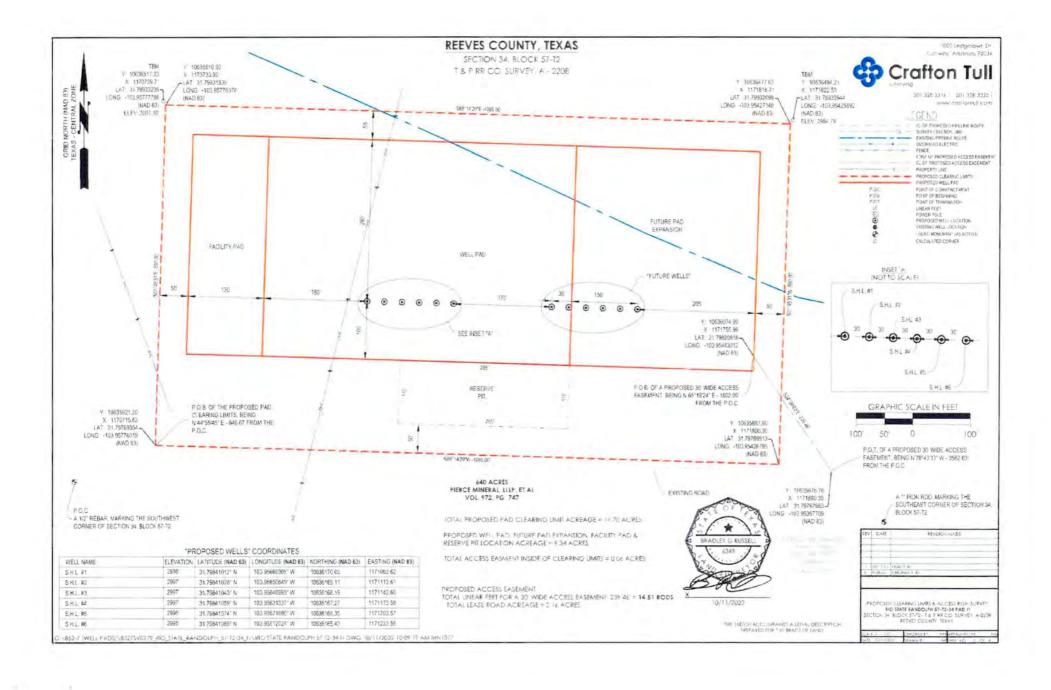
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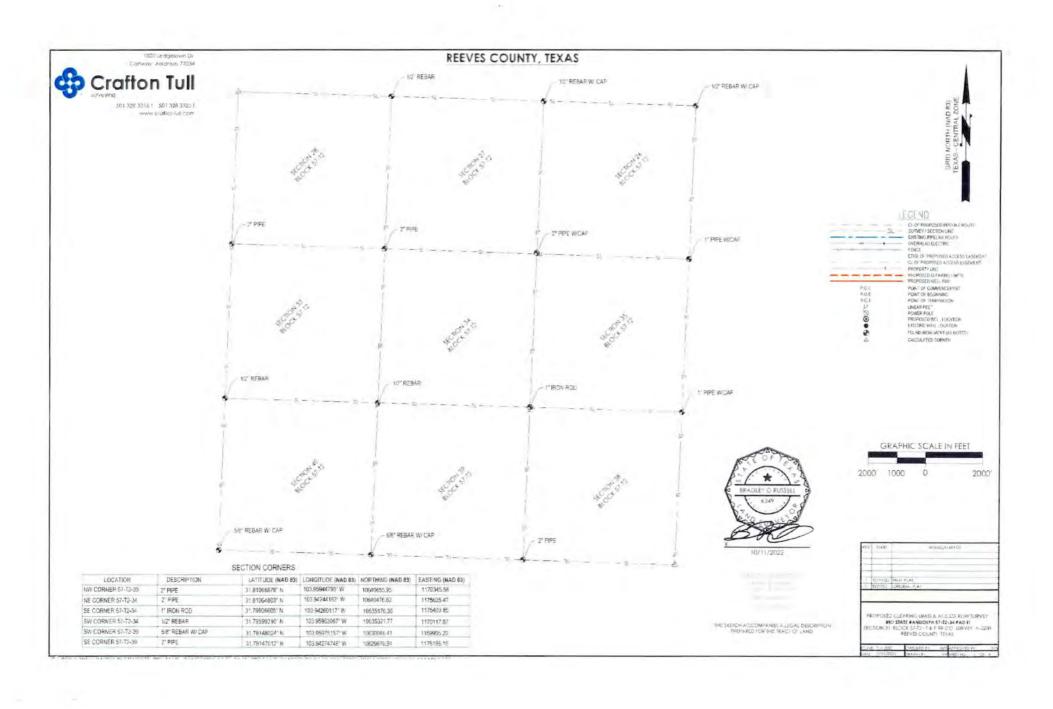
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SECTION 34, BLOCK 57-T2. T & P RR CO. SURVEY: A - 2208.

RIO STATE RANDOLPH S7-72-34 PAD 1 CLEARING LIMITS"

A METEL AND BOUNDS DESCRIPTION OF A TAVILACKE CLEARING LIMITE BRING OUT OF A MID ACKE TRACT, GRANTED TO PIEPCE MINERAL LLEF, ET AL ASTECCORDO IN VOLUME TOT, MAGE THE MAGE TON AS ELDICE STATE REPVES COUNTY TEXAS BEING DUT OF ABSTRACT MUNBER DIGIS TEXAS AND PACIFIC RECOLUMENT REEVES COUNTY TO ASSERT MUNBER DIGIS TEXAS AND PACIFIC RECOLUMENT METERS COUNTY TO ASSERT MUNBER PARTICULARLY DESCRIBED ASTOLIONS.

COMMERCING AT A 1/2" INCH REBAP, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK 57-TZ REEVES COUNTY TEXAS THENCE N 49:53 45" E. A. DISTANCE OF 846 47 FEET TO THE POINT OF BEGINNING OF A 14.70 ACRE CLEARING UMITS:

THENCE A DI "455" E, A DISTANCE OF 5X0 RD FEET TO A POINT.
THENCE 5 88" (475" E, A DISTANCE OF 1985 ND FEET TO A POINT.
THENCE 3 0" 45'5" W. A DISTANCE OF 590 ND FEET TO A POINT.
HENCE A 88" (475" W. A DISTANCE OF 1985 ND LEFT TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A LOTAL AREA OF 1420 ACRES MORE OR LESS SUBJECT TO ALL REVERNEND AND RICHISOD-WAY OF RECORD BASIS OF BOARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE NAD6S AS DETERMINED BY CIPY DISSEPVATION.

ALL DISTANCES ARE GRID DISTANCES BASELFOR US SURVEY FEET.

ACCESS EASEMENT

A METER AND BOUNDS DESCRIPTION OF AN ACCUSS EASIMENTIAL OVER ACROSS, AND 10 HOUGH A 440 ACRE BRACE, GRANTED TO PIERCE MARREAL LIFE TO AL AS RECORDED IN VOLUME 572 PAGE 747, IN SECTION 38 BLOCK 5742, REPUTS COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2208. BRASS AND FACIRIC REPOS COUNTY FEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING, THE SOUTHWEST CORNER OF SECTION 34. BLOCK 57-72. REEVES COUNTY, TEXAS, IMERICE IN 85" IESZ E. A. DISTANCE OF 1852, 99 FEET TO THE FORM OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING. 18 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CEMPERTINE.

THEMEES SAMERUSE & A DISTANCE OF 23% AS PERFOOTHE POINT OF TERMINATION, SAIDT FORM BEING IN VANAZZY W. A DESIANCE OF 3562 20 FEET FROM A 1 INCH IRON ROLL MARKING, THE SOUTHEAST COINCE OF SECTION 28, BLOCK SHIZ, RESYES COUNTY,

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 289, 46 FET OR 18 8 FOOD AND CONTAINS BLICACRES OF EASIMENT MORE OF LESS SUBJECT TO ALL EASIMENTS AND RICHTAGO-FEWAY OF RECORD.

BASE OF BEARINGS TEXAS STATE PLANE GRID CENTRAL FONE NATED AS DIFFERMINED.

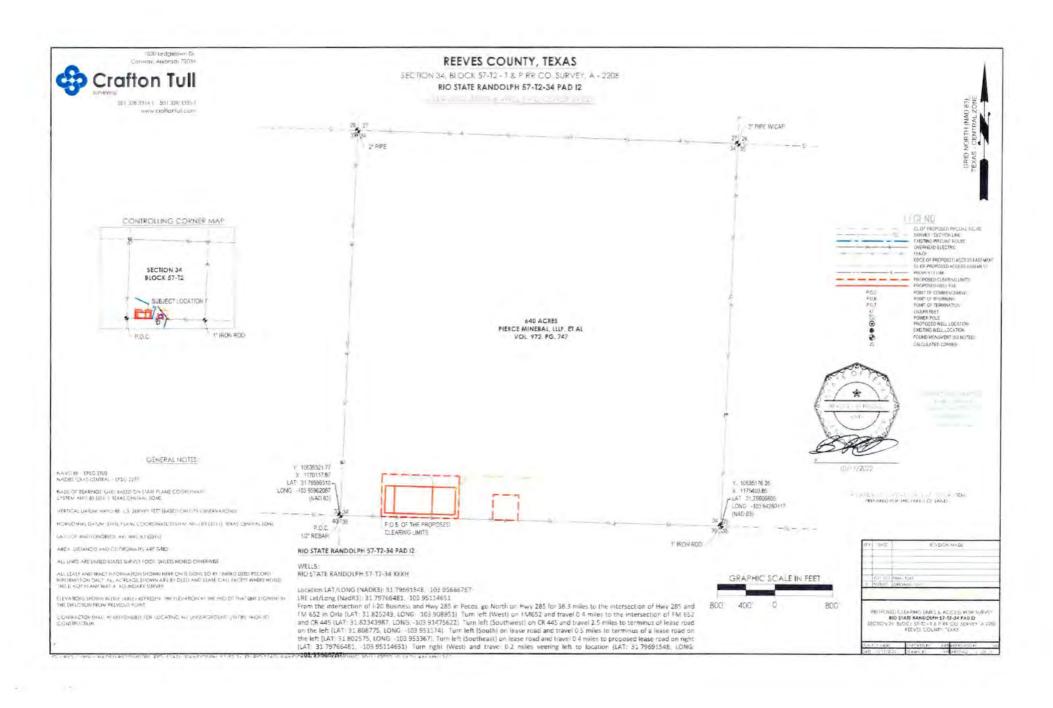
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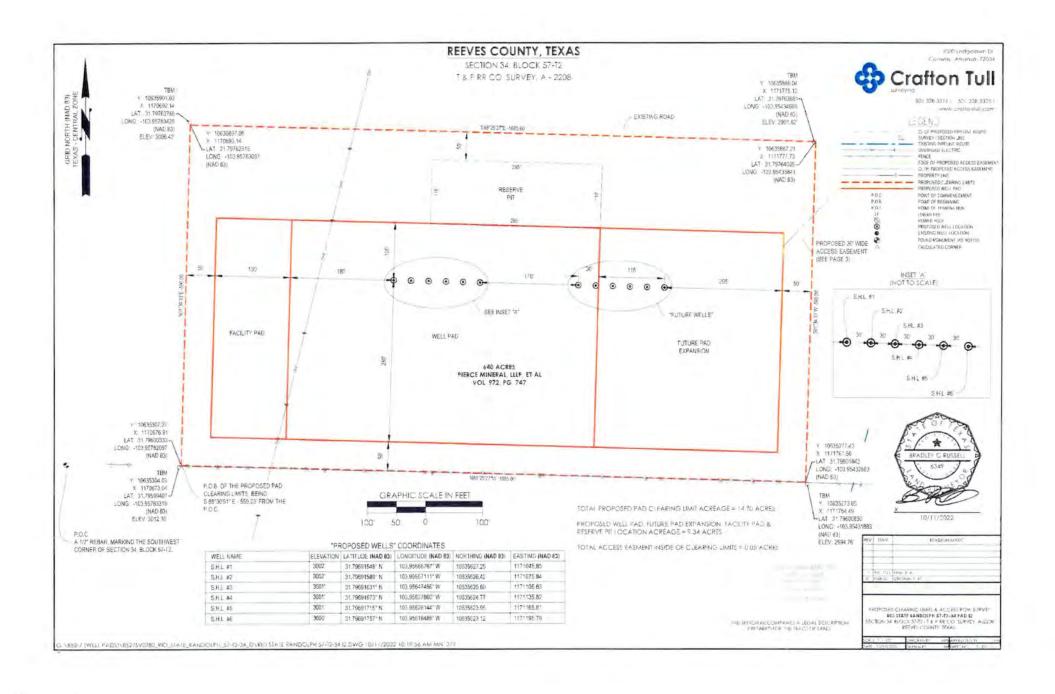


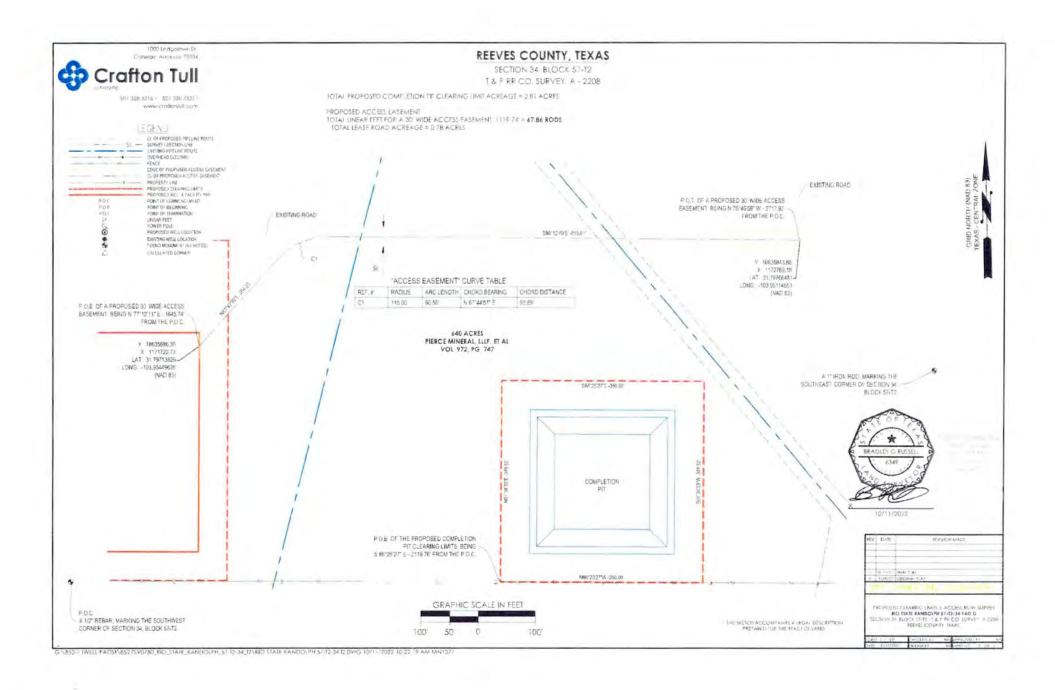
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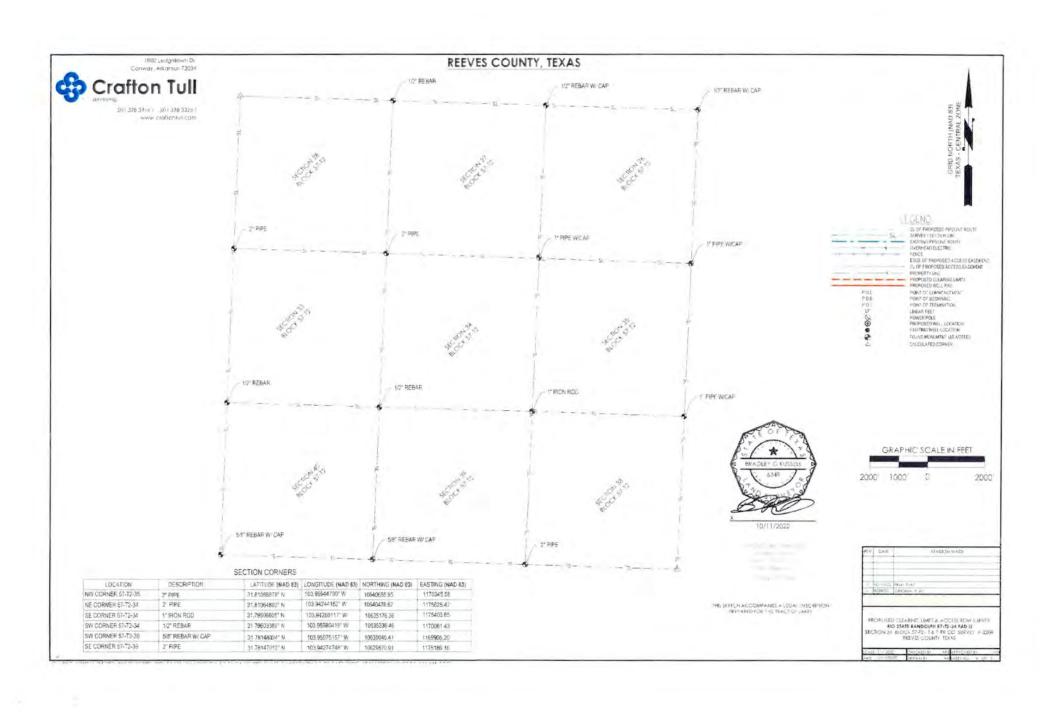
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SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY, A - 2208.

RIO STATE RANDOLPH 57-12-34 PAD D CLEARING LIMITS

A METES AND BOUNUS DESCRIPTION OF A 14-70 ACRE-CLEARING LIMITS BRING OUT OF A 640 ACRE FRACT, GRANTED TO THERCE MINERAL LILE. LT. AL AS RECORDED IN VOLUME YZE, FRACE AT 18 SECTION 28 BLOCE STATE REVES COUNTY LEVAS BRING OUT OF ABSTRACT NUMBER 2206, JEVAS AND FACING RECOLUMENT LEVAS COUNTY TEXAS BRING MORE PARTICULARLY DESCRIBED AS POLICIMS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SDUTHWES) CORNER OF SECTION 74. BLOCK 67-TZ. RESVES COUNTY, TEXAS. THERCL'S BESOST E. A DISTANCE OF \$59/23 FEET TO THE POINT OF BEGINNING. OF A 14 70 ACRE CLEARING UMILS.

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THENCE'S BRIDGET A DISTANCE OF TUBSION FEET TO A POINT.
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THE ABOYE DESCRIBED CLEARING LIMITS HAS A FOTAL AREA OF 14 70 ACRES, MORE OR LESS SUBJECT TO ALL EASONDMIT, AND RIGHTHOUT WAY OF RECORD BASIS OF BEARINGS. TEXAS STATE FLAME GRID. CENTRAL FOR MADBS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE OND DISTANCES BASED ON U.S. SUPVEY LET

COMPULION PIL CLEARING LIMITS

A MOTES AND BOUNDS DESCRIPTION OF A 26 I ACRE CLEARING LIMITS BRING OUT OF A 400 ACRE TRACT CRANITED TO PIERCE IMMERA I LLLF, ET AL AS FECORDED IN YOUMS 9 /2 PAGE 7 AT, IN SECTION 34, BLOCE 57-12 REEVES COUNTY, JEXAS BURIS OUT OF ABSTRACT NUMBER 220s. TEXAS AND PACIFIC 9F CO. SURVEY, REEVES COUNTY TEXAS BRING MORE FARINCULARLY OBSCRIPTED AS FOLLOWS.

COMMENCING AT A 17Z INCH RESAR, MARRING THE SOUTHWEST CORNUL OF SECTION 34 BLDCC 57-72 REEVES COUNTY TEXAS THENCE S 88°25.27" E & DISTANCE OF 2115-76 FEB TO THE POINT OF BEGINNING OF A 2.81 ACRE ELEARING UMITS:

HENCE N 01"34"3" E. A DISTANCE OF 349 52 FEET TO A POINT THENCE 5 RE22527 C. A DISTANCE OF 350,00 FEET TO A POINT. HENCE 5 DISSASS W. A DISTANCE OF 348 52 FEET TO A POINT. THENCE N 387-552" W. A DISTANCE OF 350,00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 281 ACRES, MORE OF LESS SUBJECT TO ALL EXSEMBINES AND RIGHTS-OF-WAY OF RECORD BASIS OF BEARINGS: TEXAS STEEP FLANE OFFID. CENTRAL ZONE MADRIAS, DEFERMINED BY GPS OBSERVATION.
ALL DISCARDES ARE ORIO DISTANCES BASED ON U.S. SUPVEY FEET

ACCESS EASEMENT

A METE AND ROUNDS DEICKPIDON OF AN ACCESS EASPMENT IN OVER ACROSS AND THROUGH A 646 ACRE TRACT, GRANTED TO PIERCE MINERAL, LLLP EL ALAS RECORDED IN VOLUME V72 PASC 147 IN SECTION 34. BLOCK 5772, RELYES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 220R, TEXAS AND PACIFIC RE CO. SURVEY, REFVES COUNTY, TEXAS, RETING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 172" INCH REBAR, MARKING THE SOUTHWIST CORNER OF SECTION, 34. BLOCK 57-72, REEVES COUNTY, TEXAS: THENCE N 77912" I'VE A DISTANCE OF 445.24 FEET TO THE POINT OF REGINNING OF A PROPOSED 31 FOOT WIDE A COLESS EASEMENT BEING TIS FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERINE

THENCE NASTAZBUE A DISTANCE OF 204 ZB FEET TO A POINT.
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LENGTH OF 76.50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67 W/51 FE. 13,69
FEET TO A POINT.

THENCE'S 88" (249" F. A. DISTANCE OF BY SIT REET TO THE POINT OF TERMINATION, SAID POINT BEING IN 75"46'SE W. A. DISTANCE OF SITTING FROM A LINCH IRON ROD, MARRING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57.12, REFYEL COUNTY

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BASIS OF BEARINGS. FEXAS STATE PLANE GRID. CENTRAL FORE MADES AS DETERMINED. BY GAS CIRSERVATION.

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Date Filed:		3	18/12	1

Commissioner Dawn Buckingham, M.D.

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05/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

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VENDOR NUMBER:

TRACE NUMBER: 2325703608BPXML-CPS

MF048344 Surface Damages 210 State Randolph 57-T2-34 Pads 11912



INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2325703608BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000005551 ATTACHED BELOW

23708107 62-20 311

No. 6000005551

05/31/23

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AVE AUSTIN TX 78701 23708107

\$\$\$\$\$\$\$\$\$\$\$\$\$588.23

NOT VALID AFTER 6 MONTHS

Five Hundred Eighty-eight and 23/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

II 6000005551II



Lyon A. Stech



June 8, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Wayne Tomasek - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus check is Check No. 6000005551 for \$588.23, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Garak Phillips

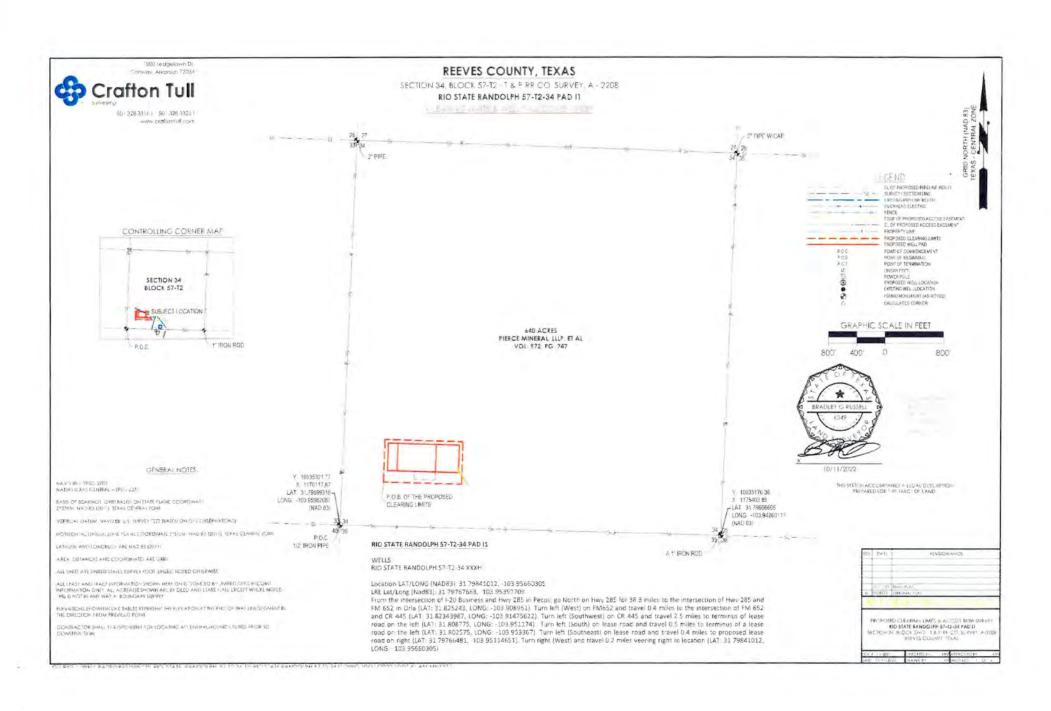
Sarah Phillips
Surface Landman and Right-of-Way Agent
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

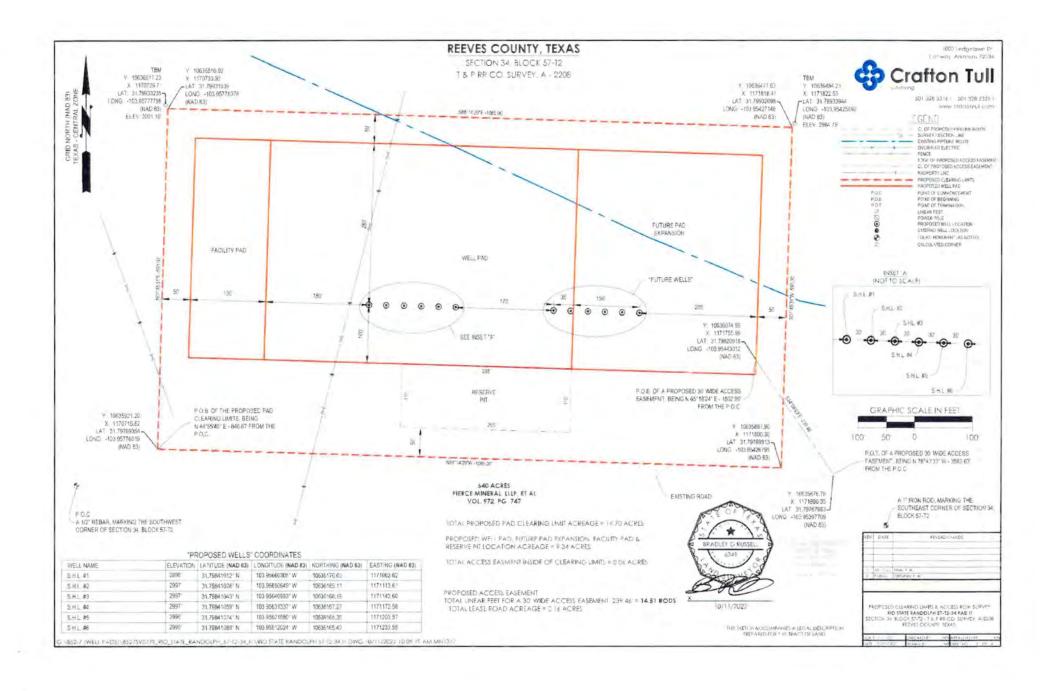
DAMAGE RELEASE

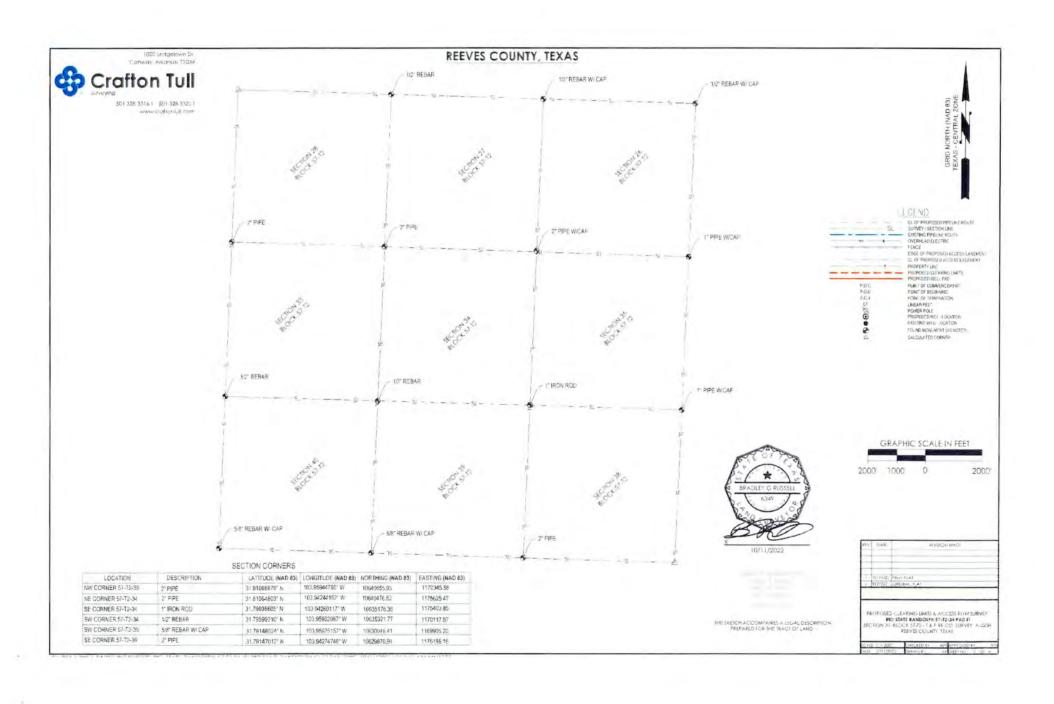
State of Texas RECEIVED OF BPX Operating Company, ("the Company"), the sum of Five Hundred Ninety-Four & 40/100 Dollars (\$594.40) in full payment and settlement for all damages listed below, caused to interests of the undersigned under, upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book ____, Page ____, of the Official Public Records of Reeves County, Texas, and the undersigned does hereby release and discharge BPX Operating Company ("the Company"), including its subsidiaries and affiliates, and its agents and contractors, from all liabilities therefor. This release covers any and all damages to construct: 2 Pad Sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 Pad I2 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2. NOTICE TO LANDOWNER OF REPORTABLE INCOME - The Internal Revenue Service (IRS) regulations requires that all real estate transactions between the Company and you that annually equal \$600.00 or more, are reportable; not necessarily taxable, but reportable to the IRS and you on IRS Form 1099 at year end. While the Company, its agents and employees cannot make a representation to you of whether or not the payment(s) you received are taxable income, we do recommend that you consult your tax advisor to determine the tax liability, if any, associated with said payment(s). CERTIFICATION: Under penalties of perjury, I certify that: The number shown on this form is my correct Social Security Number or Federal Tax Payer Identification Number (or I am waiting for a number to be issued to me), and 2. I am a U.S. person (including a U.S. Resident Alien). Executed on 4/17/ , 2023. Signed and acknowledged in the presence of: Landowner: Wayne Tomasek SS#. Tax ID# or Exempt# Printed Name: Witness: Printed Name: 5/M RALL

For office use only: [Owner:

Tenant: Other:] [On Off R/W] [ROW Width]









SECTION 34. BLOCK 57-T2 T & P RF CO. SURVEY, A - 2208.

RIG STATE RANDOLPH 57-72-34 PAD IT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14 M ACHE CLEARING LIMITS BRING OUT OF A 640 ACRE TRACT, GRANTED TO PRECE MINERAL, LLUF, ET AL AC RECORDED IN VOLUME 872, PAGE 477 IN SECTION DA BLOCK 51/12, REFVES COUNTY, TEXAS BRING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RR CO. SURVEY, REPVES COUNTY TEXAS BRING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A 14 I/A2 INCHREBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 SLOCK 57-72, RESVES COUNTY, TEXAS, THENCE N 44*55-65* E. A. USSANCE OF MAJA? FEET TO THE POINT OF BEGINNING OF A 14.70-ACRE. CLEARING UMITS

THENCE NO PASS IN LA DISTANCE OF 590 00 FEET TO A POINT
THENCE SIGNATOR BY A DISTANCE OF TRUSTON FEET TO A POINT
THENCE SIGNATOR WAS DISTANCE OF TRUSTON FEET TO A POINT
THENCE WIS BETTAZE W. A DISTANCE OF TRUSTON FEET TO THE POINT OF BEGINNING

THE ARROYS DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF TATO ACRES, MORE OR TESS SUBJECT TO ALL BASEMENTS AND MICHIS-OF-WAY-OF RECORD BASIS OF BICARINGS, TETAS STATE PLANT GRID. CENTERAL ZONE, MADBS AS DETERMINED BY CIPY OR SPETY ATTOM.

ALL DISTANCES ARE GRID DISTANCES BASED DIN U.S. SURVEY FEET

ACCESS EASENEY

A METEL AND BOUNDD DESCRIPTION OF AN ACCESS EASIMANT IN OVER ACROSS AND THROUGH A 64B ACROSS THROUGH A 64B ACROSS AND THROUGH A 64B ACROSS AND THROUGH A 64B ACROSS AND THROUGH A 64B ACROSS ACROSS AS AND ACROSS AS AND ACCESS AND ACROSS AS AND ACCESS AND

COMMENCING AT A 1/2" INCH REBAR MARKING THE SOUTHWEST CORMER OF SECTION-34 REDICK 57-72. REPVES COUNTY, JEXAS, HEINE N 85/18/34 E. A DISTANCE OF 1800 99-FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CEMPERINE.

THENCES 34/DEDS E. A DISTANCE OF 25% AS FEST TO THE POINT OF TERMINATION SAID POINT BEING N. 75*4737 W. A DISTANCE OF 3562 AS FEST FROM ALLINCH IRON ROOL, MARRING THE SOUTHEAST COPPLEE OF SECTION 36, BLOCK 57-12, REVES COUNTY,

THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF 239 46 FFET OR 1.4.5.1 PODS AND CONTRAINS O. I.A. CREST OF FASSMENT MORE OR LESS, SUBJECT TO ALL SASEMENTS, AND RIGHTS-17-WAY OF RECORD.

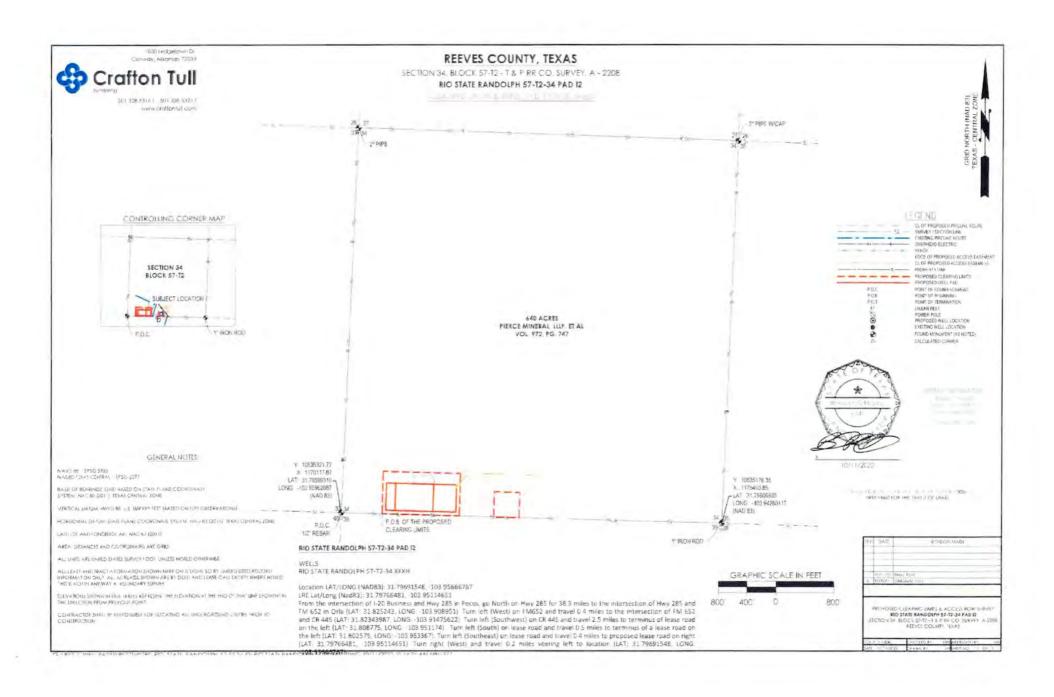
BASELOTI BEARINGS, TEXAS STATE FLAME GRID, CENTRAL TONE NACISTIC DITERMINED. BY GPS OBSERVATION.

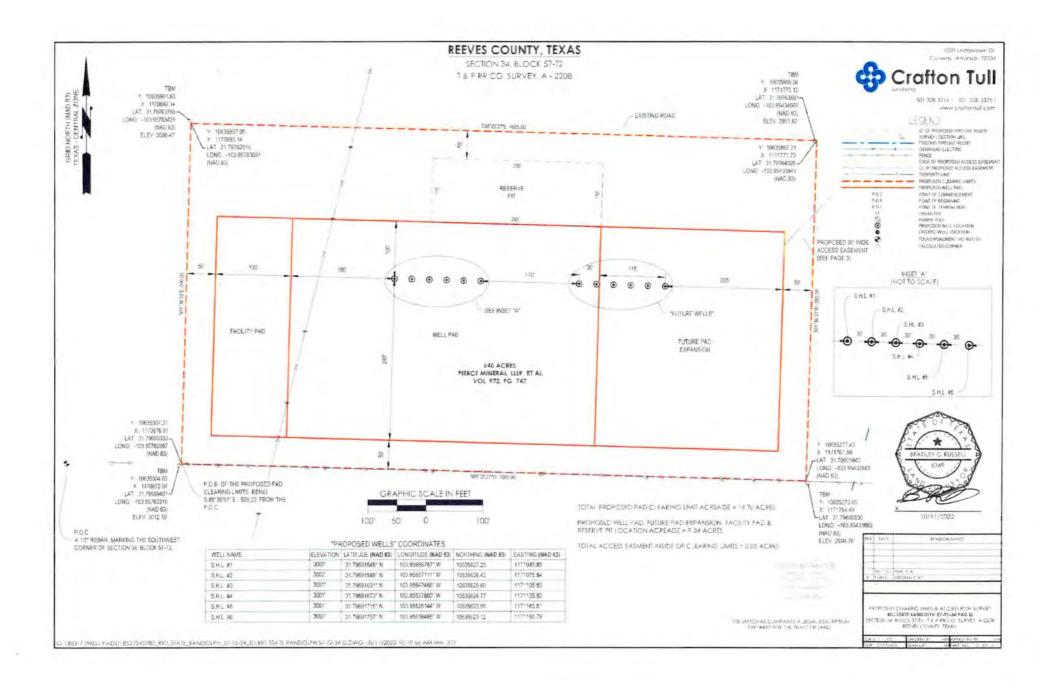
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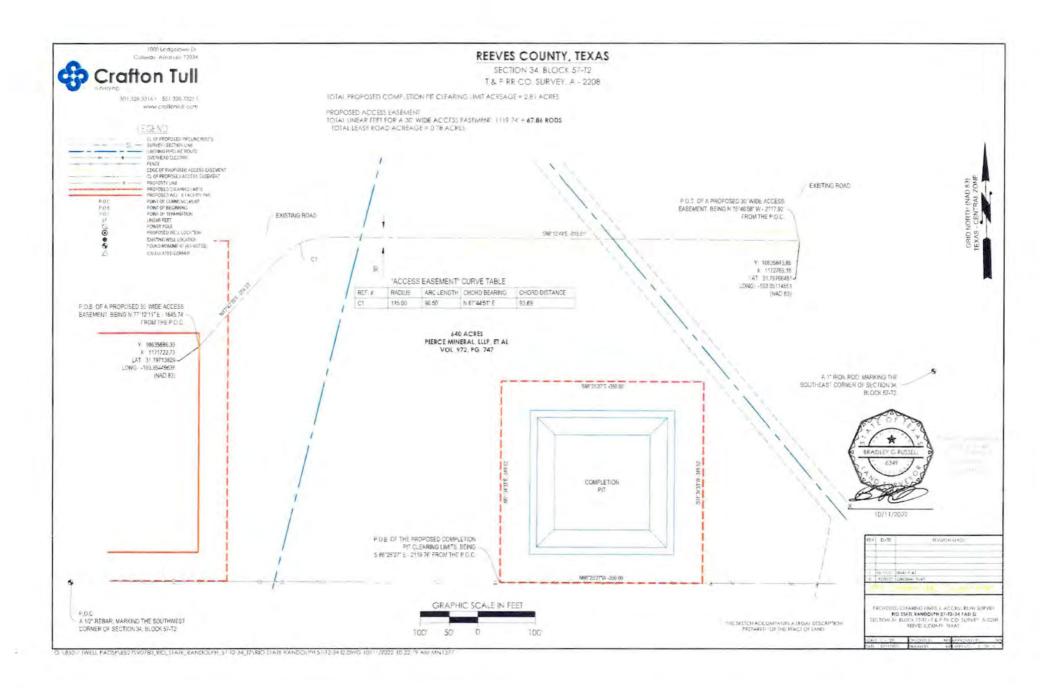


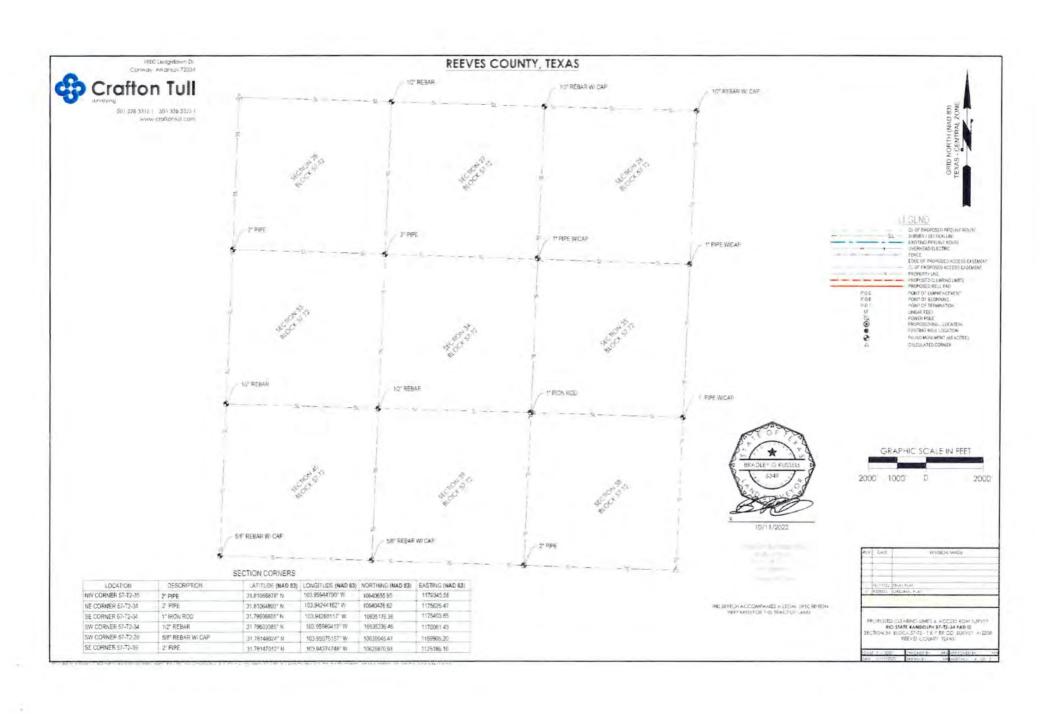
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SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY: A - 2208

THO STATE RANDOLPH 57-72-34 PAD D. CLEARING LIMITS!

A MEIES AND BOUNDS DESCRIPTION OF A 14-77 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE FRACT GRANTED TO PIECL MINERAL LLLF. CT AL, AS PECCORDED IN VOLUME YOF PAGE 347 IN SECTION 34 BLDICT SOTE RELYES COUNTY. TEXAS BEING DUT OF ABSTRACT NUMBER 22DB. TEXAS AND PACIFIC RECO. SURVEY RETYES COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 24, BLOCK 52-TZ REEVES COUNTY TEXAS, HERICL 5 88°50'ST & A DISTANCE OF 559'ZS FEET TO THE POINT OF BEGINNING OF A 14-70 ACRE CLEARING UMITS.

THENCE N BY 25'S L. A. DISTANCE OF 590.00 FEET TO A POINT THENCE S REPEATED. A DISTANCE OF 1085.00 FEET TO A POINT THENCE S DISTANCE OF 590.00 FEET TO A POINT THENCE N BRYSSET W. A. DISTANCE OF 590.00 FEET TO THE OFFIT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING UMIS HAS A TOTAL AREA OF 14 FO ACRES, MORT OF LESS SUBJECTIO ALL EASEMENTS AND RICHIDS OF WAY OF RECORD BASINGS. TENAS STATE FLAME GRID. CENTRAL YONE MADBU AS DETERMINED BY GIVE OBSERVATION.

ALL DISTANCES ARE GRED DISTANCES BASED ON U.S. SUPVEY HELD

"COMPLETION PIT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 2.61 A CRE-CLEARING LIMITS SERVED OUT OF A AND ACRE THRACE CRANNED TO PERFOR MINERAL LLA, ET AL AS RELIGIOROUS IN VOLUME 97.2, MAGE 10. IN SECTION 34, BLOCE 5.71.2, REEVES COUNTY, TEMPS BUINS OUT OF ABSTRACT NUMBER 2005, TEMPS AND PACIFIC RE CO. SURVEY, REPVES COUNTY TEMPS AND A SINCE AS AND A DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH PESAS, MARKING THE SOUTHWEST CORDLE OF SECTION SA BUSICES 5/12, REEVEL COUNTY, TEXAS, HERICE'S 88'25'27' E. A. DISTANCE OF 21 19/26 FEET TO THE PORT OF BEGINNING OF A 2.81 ACRE CLEARING UNITS!

HENCE NOTATIVE A DISTANCE OF \$49.52 FEET TO A POINT.

THENCE 5 REVESTA E. A DISTANCE OF \$50,00 FEET TO A POINT.

HENCE 5 IN 1943 AV. A DISTANCE OF 549.52 FEET TO A POINT.

THENCE N. SEPTROM W. A DISTANCE OF 549.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 28 FACRES, MACRE CIR LESS MULLIPOT DI ALT EASEMENTS AND RICHITS-LIF AWAY OF RECORD BASIS OF BEARINGS; TEXAS STATE PLANE DRID. CENTRALZONE MADBS AS DETERMINED BY OPT DISSERVATION.
ALL DISTANCES ART GRID DISTANCES BASED ON U.S. SURVEY FEET.

ACCESS EASEMENT

A METEL AND ROUNDS DESCRIPTION OF AN ACCESS EASEMENT IN COVER ACROSS AND THROUGH A 640 ACRG TRACT. GRANTED TO PIERCE MINERAL LLLF ET AL AS PEC-CRODED IN VOLUME 972 PAGE 147 IN MCCHON 34 BLOCK STATZ PETVE COUNTY, TEAS, BEND OUT OF ABSTRACT NUMBER 2006 TEXAS AND PACIFIC YET CO. SURVEY. PETVES COUNTY TEAS, BEND OUT FARTIC ULARLY DESCRIBED AS FOLLOWS.

COMMERCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWIST COKNER OF SECTION 84. BLOCK 57-72, REEVES COUNTY, TEXAS THEACL N.77*12" IT & A DISTANCE OF 1-645.74 PETT TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 HEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE.

IHENCE N 43°42'30" E. A DETANCE OF 204.23 FEET TO A POINT.
THENCE ALONG A CURVE TO THE RICHT HAVING A RADIUS OF 115.00 FEET, AN ARCHENIGH OF 95.50 FEET, AND A CHORE BEARING AND DISTANCE OF N.57°49'51" E. 93.69
168T TO A POINT.

THÉPICES BB1 (2'49" E. A. DISTANCE OF B19.0.) PET TO THE POINT OF TERMINATION, SAID POINT BEING IN JAMESEY N. A. DISTANCE OF SETTION AT THOM AT THE MICH ROLL ROLL AND MARTING THE SOUTHERS TOORNEY OF SECTION 34. BLOCK 5-T2. PREVES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE I CHALLENGTH OF 11 1974 FEET OF 67 86 RODS AND CONTAINE BY BREED OF BASEMENT MORE OF 1655, SUBJECT TO ALL BASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE HADRS AS DETERMINED BY CIRC DRSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED LIN U.S. SURVEY FEFT.



10/11/2022

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PROPERTY AND STATE KANDOLPH 57-72-34 FAD IZ.

SECHOW 30 NOON 37-12 OF PAR CO SURVEY ACCOUNT.

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File No	MF0483,44
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By:	omissioner Dawn Buckingham, M.D.

bpx energy

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05/19/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

PG 1 OF 1

MF048344 Surface Donny

VENDOR NUMBER: 2325133191BPXML-CPS

MF048344

Surface Damages: RioState Randolph

57-2-34 Pads ilqi2

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2325133191BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000005481 ATTACHED BELOW

23707699

62-20 311 No. 6000005481

05/19/23

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE

AUSTIN TX 78701

23707659

\$\$\$\$\$\$\$\$\$\$\$\$9,762.16

NOT VALID AFTER 6 MONTHS

Nine Thousand Seven Hundred Sixty-two and 16/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

11º 600000548 1 11º



May 30, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolp Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas MF048344

Dear Mr. Bonn,

Please find enclosed the copy of the Post Oak Mavros II, LLC State of Texas lease for Section 34, Block 57, T2 along with the State of Texas surface damage check.

The lease bonus check is Check No. 6000005481 for \$9,762.16, for the State of Texas.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Darah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

DAMAGE RELEASE

State of Texas

County of Reeves	
Sixty Two Dollars and Sixteen Cents (\$9,7 to interests of the undersigned under, upon and recorded in Book and the undersigned does hereby release	Company, ("the Company"), the sum of Nine Thousand Seven Hundred 62.16) in full payment and settlement for all damages listed below, caused on and across the land described in a Oil & Gas Lease Agreement dated, Page, of the Official Public Records of Reeves County, Texas and discharge BPX Operating Company ("the Company"), including its and contractors, from all liabilities therefor.
	Secretaria de Santo Santo Santo Caracia de C
This release covers any and all de	amages to construct:
	olph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 nd, and Access Road located in Section 34 of Block 57 Township 2
that all real estate transactions between the not necessarily taxable, but reportable to agents and employees cannot make a re-	ABLE INCOME - The Internal Revenue Service (IRS) regulations requires the Company and you that annually equal \$600.00 or more, are reportable, the IRS and you on IRS Form 1099 at year end. While the Company, its epresentation to you of whether or not the payment(s) you received are ou consult your tax advisor to determine the tax liability, if any, associated
	s form is my correct Social Security Number or Federal Tax Payer am waiting for a number to be issued to me), and
Executed on February 23	, 2023.
Signed and acknowledged in the presence	e of:
Post Oak Mavros II, LLC	SS#, Tax ID# or Exempt#
By: ENE Madry Title: ENE Madry Authorized Signa	tory
Witness:	
Printed Name: Rob Neilson	
For office use only: [Owner: Tena	ant: Other: 1 [On Off R/W] [ROW Width]
For office use only: [Owner: Ten:	ant: Other: 1 [On Off R/W 1 [ROW Width]

RIO STATE RANDOLPH 57-2-34 PAD II COST BREAKDOWN

Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres

- \$37,500 = 250,000 sq ft or up to 5.73 acres
- o \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00

Clearing Limits = 14.70 acres

- o 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
- o 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017,79

Access Road = 14.51 rods

- o 14.51 rods x \$70/rod
 - Total = \$1,015.70

Wellbores

- o \$9,500/wellbore
- o 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00
- Cumulative Total w/6 wells First Visit = \$153,533.49 (50% = \$76,766.75 to GLO)
- Cumulative Total w/add'l 6 wells Second Visit = \$210,533.49 (50% = \$105,266.75 to GLO)

RIO STATE RANDOLPH 57-2-34 PAD 12 COST BREAKDOWN

Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres

- \$37,500 = 250,000 sq ft or up to 5.73 acres
- o \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00

Clearing Limits = 14.70 acres

- 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
- o 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017.79

Access Road = 82.36 rods

- o 82.36rods x \$70/rod
 - Total = \$5,783.40

Wellbores

- \$9,500/wellbore
- o 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00

Completion Pit: 2.86 acres

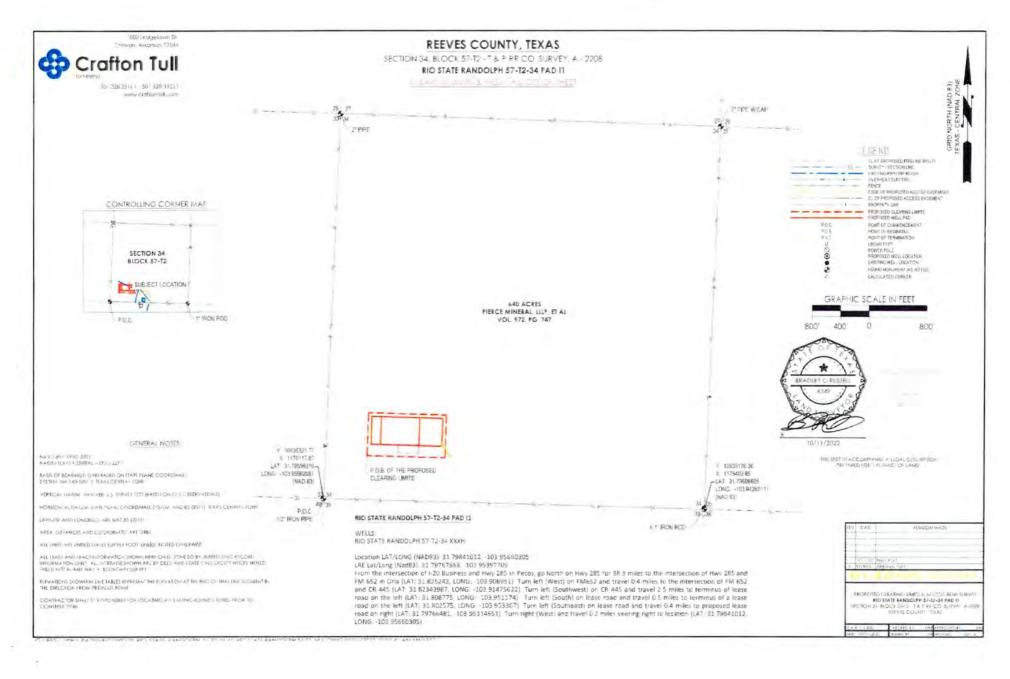
- o 2.86 acres or 122,403.60 sq ft x \$0.25sq ft
 - Total = \$30,600.90
- Cumulative Total w/6 wells First Visit = \$187,868.89 (50% = \$93,934.45 to GLO)
- Cumulative Total w/add'l 6 wells Second Visit = \$245,385.49 (50% = \$122,692.75 to GLO)

Half to State of Texas: \$228,247.79

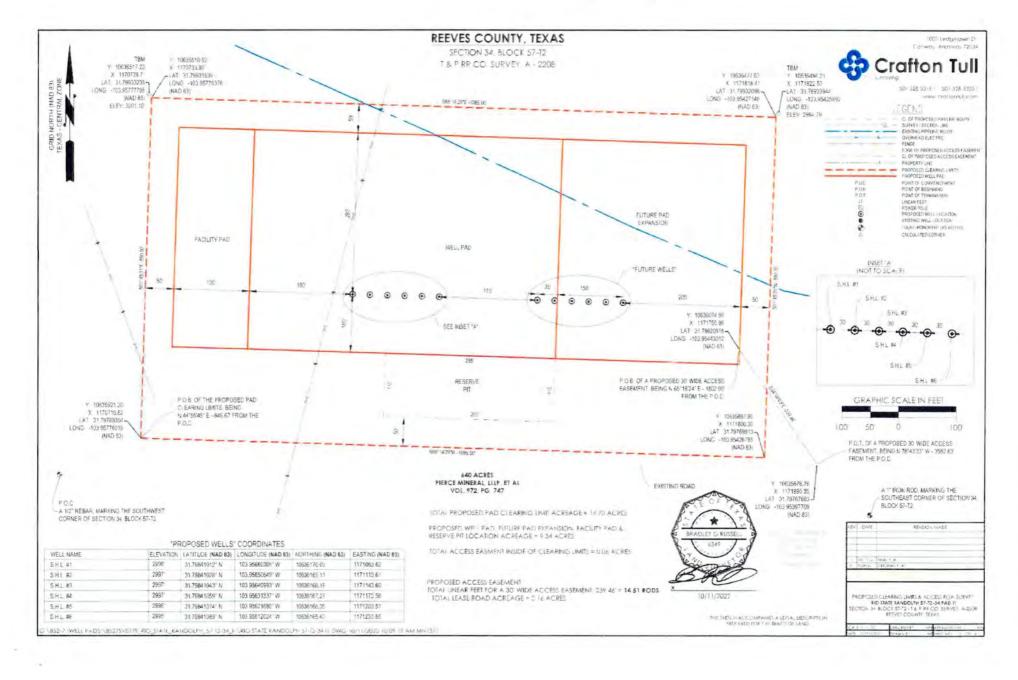
Half to Agent of State: \$228,247.79 with (4.277%) ownership = \$42,796.46 \$ 976216

TOTAL = \$455,402.38

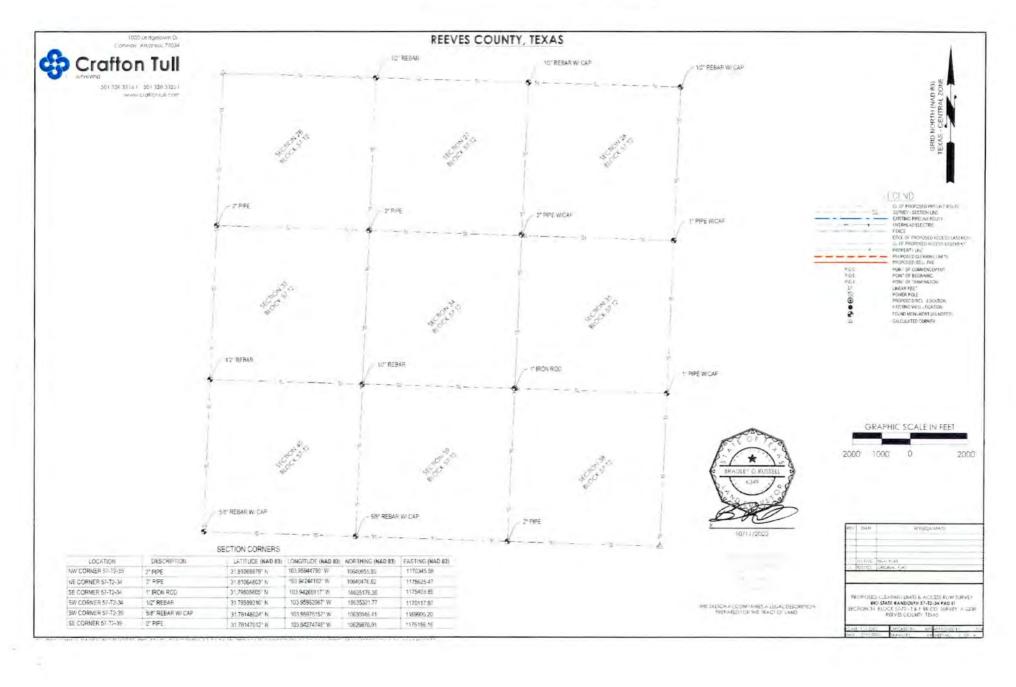
















SECTION 34. BLOCK 57-T2 T & P RF. CO. SURVEY A - 2208

HO STATERANDOLPH 57-12-34 PAD II. CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14-70 ACKE CLEARING LIMITS BEING DUT OF A 640 ACRE TRACT, SEAMTED TO PIERCE ASSISTANCE, LUP, ET AL RECORDED IN YOU MET 922 PAGE 147 IN SECTION 36 BLOCK 51-72, PEPVIS COUNTY TEXAS, BRINC OUT OF ABSTRACT NUMBER 1208, TEXAS AND PACIFIC RECO. SURVEY, REPVES COUNTY TEXAS, BEING MORE FAFTICULARLY DESCRIBED AS

COMMENCING AT 4 172 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34 BLOCK SF-72, REEVES COUNTY, TEXAS, THENCE 4 445545° E. A. UISTANCE LIF MA. OF TEET TO THE PURPL OF BEGINNING OF A 14 70 ACPE CLEARING UMBS.

THENCE NO PASSITE A DISTANCE OF SPORO FEBTIO A POINT HENCE & BRITARY E. A DISTANCE OF 1085-00 FEBTIC A POINT HENCE & DISTANCE OF 590.00 FEBTIC A POINT HENCE & BRITARY W. A DISTANCE OF 1085-00 FEBTIC OF POINT OF BEGINNING

THE ABOVE DESCRIBED OF EARING LIMITS FIAS A TOTAL AREA OF 1470 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RICHIS-OF-WAY OF RECORD BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CENTRAL YORE, NADBS AS LETERMINED BY CIPS ORSEPVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SUPPLY FED.

ACTORS FASEMEN

A MARIES AND SOURDS DESCRIPTION OF AN ACCESS FASIMENT IN DIVER ACROSS, AND THROUGH A 48H ACRY THAT OF AMARTED TO PREPOS MINERAL LLIP ET ALA SECTION AS BLOCK 57-12 PETYTS COUNTY IEXAS BEING OUT OF ABSTRACT NUMBER 220 IEXAS AND PACIFIC PE CO SURVEY. RECYCL OUTHY TEXAS BEING MORE PARTICULARLY DESCRIPTOR TO TOLLOWS.

COMMENCING AT A 172 INCH REBAR, MARKING, THE SOUTHWEST CORNER OF SECTION 3.4 BLOCK 57-72, REFVES COUNTY, TEXAS, THENCE N.65/1824 ±, A DISTANCE OF 1805, 99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS (ASDMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DISCRIBED CENTERLINE.

THENCES 38/08/03 F. A DISTANCE OF 28F 46 FEET TO THE POINT OF TERMINATION, SAID-FOINT BEING N 18°4337 W. A DISTANCE OF SECTION 36 BLOCK 57-12, REFYES COUNTY, MARKING THE SOUTHEAST CORNER OF SECTION 36 BLOCK 57-12, REFYES COUNTY.

THE ABOVE DESCRIBED HAS A CONTRILINE TOTAL LENGTH OF 23Y 46 FETT OR 7.4.5.1 RODS AND CONTRIAND OF A CREEP OF EASTMENT, MORE OR LESS SUBJECTION ALL SASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE FLANE GRID, CENTRAL FONE NADBY AS DETERMINED. BY GPS CIBSERVATION

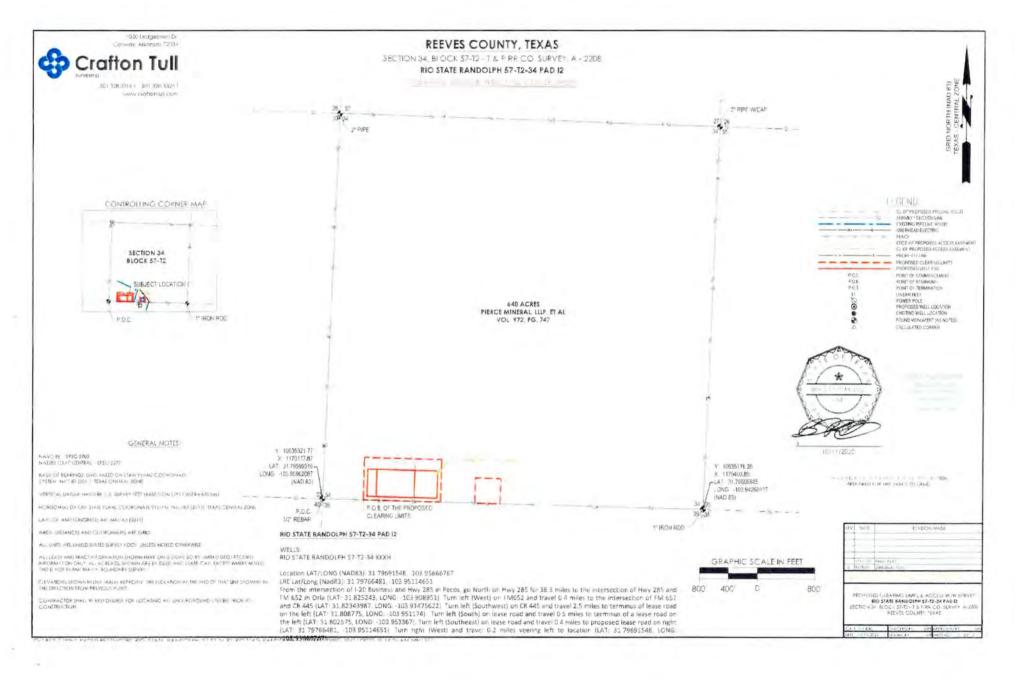
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



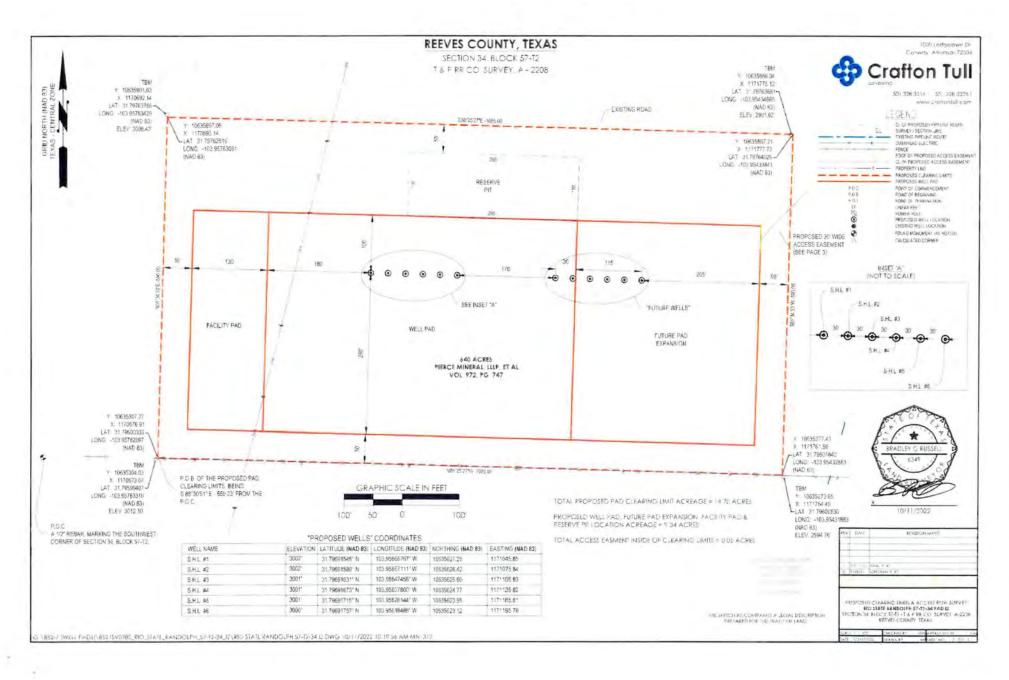


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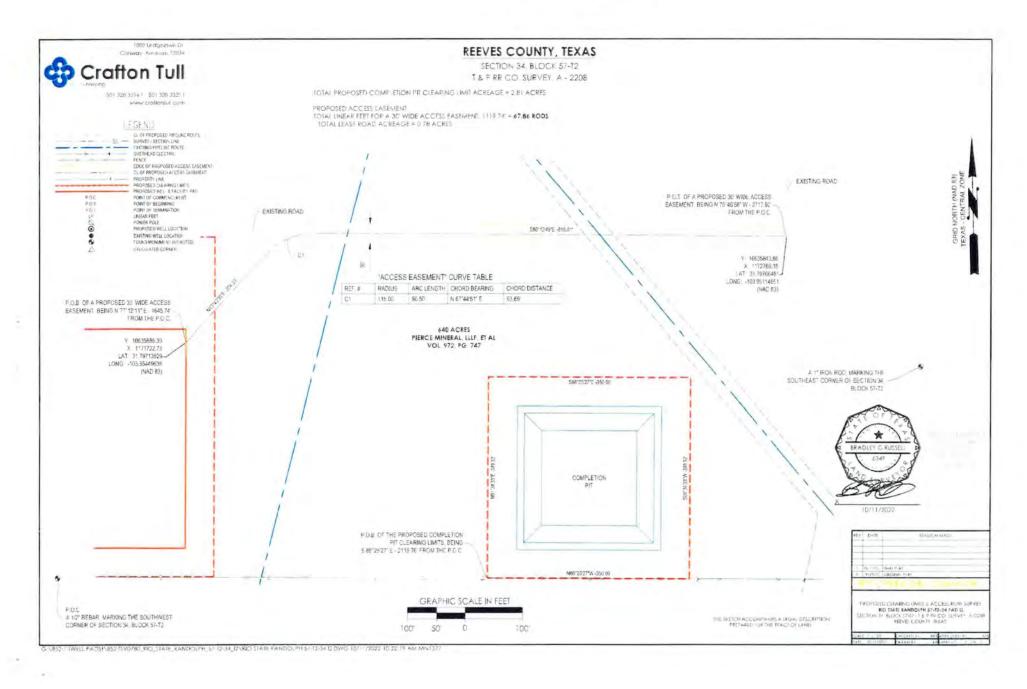


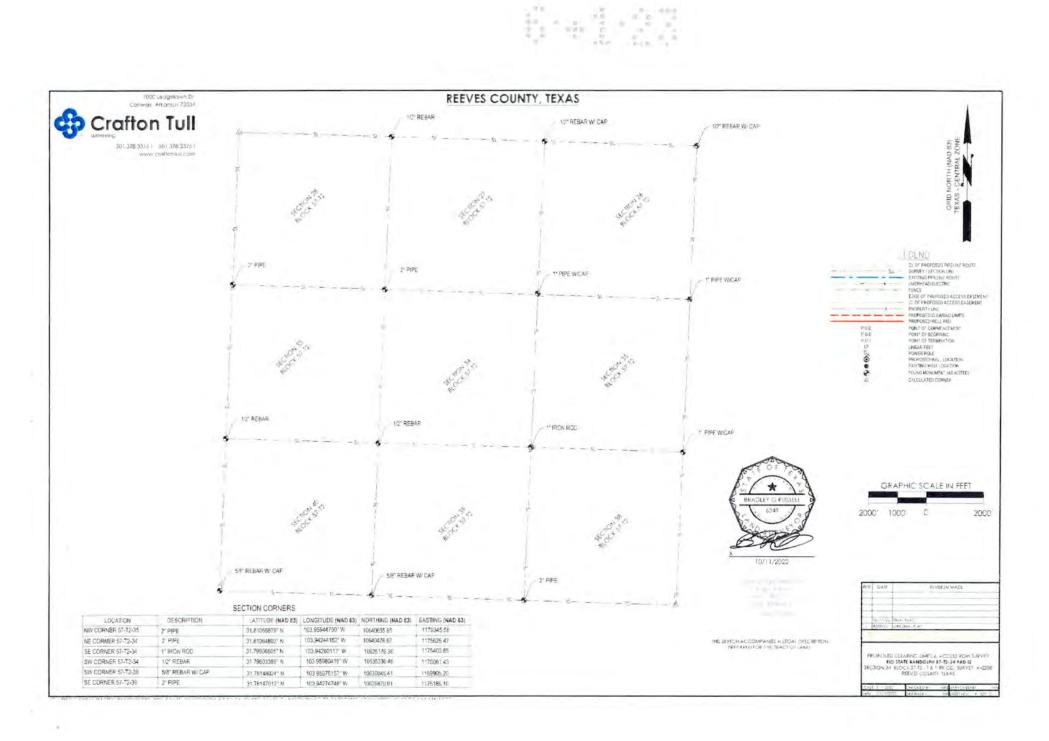














SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY A - 2208

TRIO STATE RANDOLPH 57-12-34 PAD 12 CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14-70 ACRE CLEARING LIMITS BRING OUT OF A 640 ACRE INACT, GRANTED TO PIERCE MINERAL LLEF ET AL AS RECORDED IN VOLUME PLE FAGE 727 IN SECTION 28 BLOCK 57-12, REEVES COUNTY, TEXAS BRING OUT OF ABSTRACT NUMBER 2206, TEXAS AND PACIFIC PRODUCTION OF THE PROPERTY OF SCRIPTION AS BRING MORE PARTICULARLY DESCRIBED AS FOLIOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNUL OF SECTION 34, BLOCK 37-72, REEVES COUNTY, TEXAS, THENCE S 88°30'ST & A DISTANCE OF 589 23 FEET TO THE POINT OF BEGINNING OF A 14 70'ACRE CLEARING LIMITS

THENCE NOTICES ELA DISTANCE DE SYDEUTED TO A POINT, THENCES BRIZS'27" ELA DISTANCE DE TUBBOOL FEB. TO A POINT, THENCES DISTANCE DE SYDEUTED FEB. TO A POINT, THENCE A BRIZS'27 W. A DISTANCE OF 1005 FEB. TO THE POINT OF BEGINNING.

THE ABOYL DESCRIBED CLEARING UNITS HAS A TOTAL AREA OF 14 70 ACRES, MORE DIFLESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF PECORD

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL FONE, NADBS AS DETERMINED BY GPS OBSERVATION:

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FELT

"COMPLETION PITCLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A \$45 ACRE CLEARING LIMITS BEING OUT OF A 641 ACRET TRACT CRANTED TO PIEKO MINISTRAL LLP, ET AL AS PECORDED IN VOLUME 972, ITAGE 747, IN SECTION 34, BUCHE SA 742, REVES COUNTY, TEXAS, BUNG OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RE CO. SUPPLY, REVES COUNTY, TEXAS, SERIES MORE PARTICUL ARTY DESCRIBED AS FOLLOWS.

COMMENCING AT 8 1/2 INCH KEBAR, MARKING THE SOUTHWEST CORNER OF SECTION SA, BLOCK 5/12, RESVEL COUNTY, TEXAS, MENCE 5 68/05/27 E, 4 DISTANCE OF 21 11/2 / EED TO THE POINT OF BEOLINING OF A 9.5% ACFE CLEARING LIMITS!

HE ABOVE DESCRIBED CLEARING LIVING HAS A TOTAL AREA OF 2.81 A CREADING BY CHILD STREET IN A STATE PLANE SHIP RIGHTS OF WAY OF RECORD BASIS OF SEARINGS: (EXAS STATE PLANE SHIP). LENTRAL ZONE NACIBS AS DETERMINED BY GIVE DESERVATION.

ALL DISTANCES ART GRID DISTANCES BASED ON U.S. SURVEY FEET

AUCESS EASEMENT

A MEES AND ROUNDS DESCRIPTION OF AN ACCESS FASEMENT IN OVER ACROSS, AND THROUGH 4 ARE ACRESTRACE, GRANTED TO PIERCE MERRAL LIP & 18.4 AS RECORDED IN VOLUME 9/2 PAGE 147 IN SECTION 34 BLOCK, 57-12, REPVES COUNTY (EXAS, BEING OUT OF ABSTRACT NUMBER 2289 TEXAS AND FACIFICIAR OR SURVEY, REVES COUNTY (EXAS, BEING MORE PARTICULAR) OBSCRIBED AS FULLOWS.

COMMENCING AT A 1/2 INCH PEBAR, MARKING THE SCHEINVEST CONNER OF SECTION 34. BLOCK 57-12, REEVES COUNTY, TEXAS, THENCE OF 777 IZTITE, A DISTANCE OF ALSO THE FEBRUARY OF A PROPOSED BY FOOD WIDE ACCIDATE BASED TO THE FOLLOWING DESCRIBED CONTRIBUTE.

HENCE N. 43°4730" E. R. DISTANCE OF ZOA 7.11 FEB. TO A POINT.
THENCE ALONG A CUPYL TO THE RIGHT HAVING A RADIUS OF 115 DD FEB. AN APC.
LENGTH OF 96.50 FEFT. AND A CHORD BEARING AND DISTANCE OF N. 47°4751" E. 19.49
FEFT TO A POINT.

THENCE S BBF 12/49" F. A DISTANCE OF 819:01 FEET TO THE POINT OF TERMINATION, SAID-POINT BBING N. 75/46/58" W. A DISTANCE OF 27/12 92 FEET FROM A LINCH BIDIN KID. MAKKING THE SOUTHEAST CORNER OF SECTION 34. BLOCK 57/21, REPVER COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 1719,74 FEET OR AT BE RODS AND GOTTAINS OFF ACRES OF EASIMENT MORE OF LESS SUBJECTTO ALL EASEMENTS AND RIGHTSOFTWAY OF RECORD.

BASIS OF BEARINGS. (FYAS \$1 ATE PLANE GRID. CENTRAL ZOWE, NADRS AS DETERMINED BY GREENVALION.)

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEFT



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Date Filed: Commiss	ioner Dawn Bu	ckingham/M	b.
By:	$\overline{}$	- VC	_

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

MF048344

bpx energy

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07/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

VENDOR NUMBER:

TRACE NUMBER: 3685375609BPXM

MF048344-Infrastructure check-Electric PhoState Rundo Ph 57-T2-34 Puds il qi2

23710243

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375609BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS

AUSTIN TX 78701-149

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000501 ATTACHED BELOW

62-20 311

No. 6000000501

07/31/23

23710242

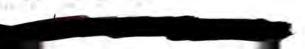
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$49.11

NOT VALID AFTER 6 MONTHS

Forty-nine and 11/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

" 600000050 1 II



bpx energy

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-P00005 C10

07/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

VENDOR NUMBER:

Pads il Eiz

MF048344-Infrastructure Check-Pipe well connects
R10 Start Randolph 57-12-34

TRACE NUMBER: 3685375610BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES.

62-20

311

2\$710243

CHECK # 6000000502 ATTACHED BELOW

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375610BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

23710243

YOUR VENDOR NUMBER IS

\$\$\$\$\$\$\$\$\$\$\$\$\$\$317.28

6000000502

07/31/23

NOT VALID AFTER 6 MONTHS

Three Hundred Seventeen and 28/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720





August 11, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Infrastructure Checks Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Paul Regnier - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas infrastructure checks.

The infrastructure checks are Check No. 6000000501 for \$49.11, and Check No. 6000000502 for \$317.28, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

DAMAGE RELEASE

State of Texas RECEIVED OF BPX Operating Company, ("the Company"), the sum of Three Thousand, Four Hundred Four & 34/100 Dollars (\$3,404.34) in full payment and settlement for all damages listed below, caused to interests of the undersigned under upon and across the land described in a Oil & Gas Lease Agreement dated and recorded in Book ____, Page ____, of the Official Public Records of Reeves County Texas, and the undersigned does hereby release and discharge BPX Operating Company ("the Company"), including its subsidiaries and affiliates, and its agents and contractors, from all liabilities therefor. This release covers any and all damages to construct: 2 Pad sites, being the Rio State Randolph 57-T2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-34 Pad 12 (6 Well Pad), a Completions Pond, and Access Road located in Section 34 of Block 57 Township 2. NOTICE TO LANDOWNER OF REPORTABLE INCOME - The Internal Revenue Service (IRS) regulations requires that all real estate transactions between the Company and you that annually equal \$600.00 or more, are reportable; not necessarily taxable, but reportable to the IRS and you on IRS Form 1099 at year end. While the Company, its agents and employees cannot make a representation to you of whether or not the payment(s) you received are taxable income, we do recommend that you consult your tax advisor to determine the tax liability, if any, associated with said payment(s). CERTIFICATION: Under penalties of perjury, I certify that: The number shown on this form Is my correct Social Security Number or Federal Tax Payer Identification Number (or I am waiting for a number to be Issued to me), and 2. I am a U.S. person (including a U.S. Resident Alien). Executed on 2023. Signed and acknowledged in the presence of Landowner: SS# 1128 Fountain View Dr Houston, Texas 77057 Witness Printed Name:

Other:

(Owner:

For office use only:

(On Off R/W

NO STATE RANDOLPH V/-2-14 PAD LI TUSTI BREIKLOWN

- Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres
 - \$37,500 = 250,000 sq ft or up to 5.73 acres
 - \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00
- Clearing Limits = 14.70 acres
 - 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
 - o 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017.79
- Access Road = 14.51 rods
 - o 14.51 rods x \$70/rod
 - Total = \$1,015.70
- Wellbores
 - o \$9,500/wellbore
 - o 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00
- Cumulative Total w/6 wells First Visit =
- Cumulative Total w/add'l 6 wells Second Visit =

NO STATE RANDOLPH 57-2-34 PAD IZ-COST-BREAKDOWN

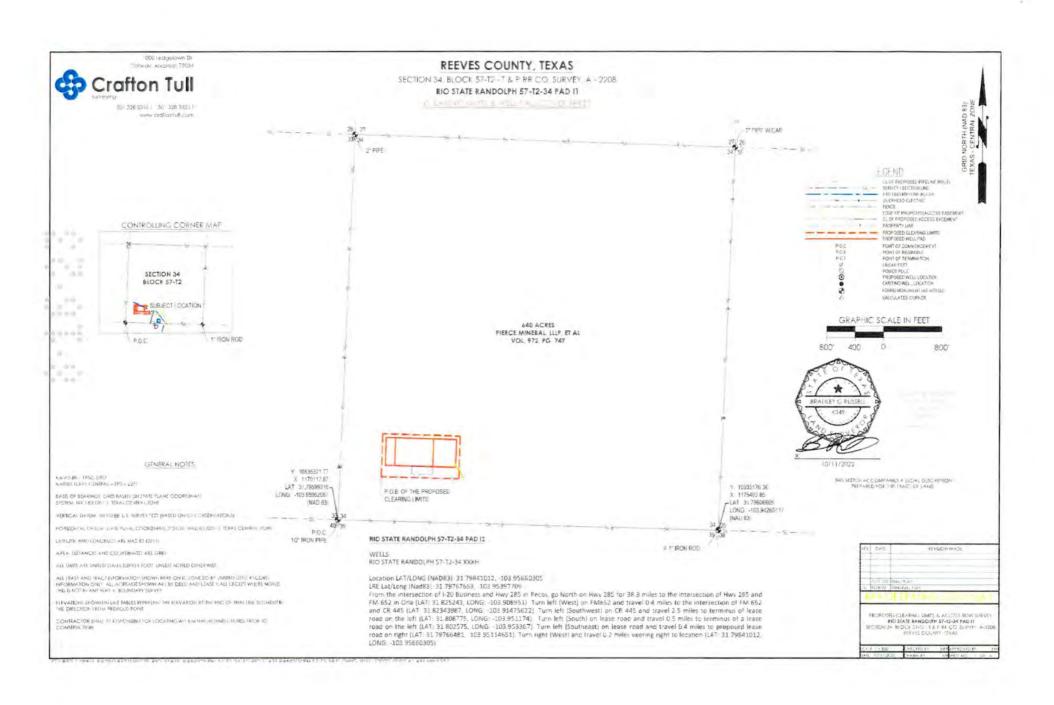
- Pad Site/Facility/Reserve Pit/Expansion = 9.34 acres
 - \$37,500 = 250,000 sq ft or up to 5.73 acres
 - \$30,000 = 200,000 sq ft or up to 4.59 acres
 - Total = \$67,500.00
- Clearing Limits = 14.70 acres
 - 14.70 acres 9.34 acres = 5.36 acres or 233,481.60 sq ft
 - o 233,481.60 sq ft x \$0.12/sq ft
 - Total = \$28,017.79
- Access Road = 14.51 rods
 - o 14.51 rods x \$70/rod
 - Total = \$1,015.70
- Wellbores
 - o \$9,500/wellbore
 - 6 wells = first visit and additional 6 wells = second visit
 - First Visit total with 6 wells = \$57,000.00
 - Second Visit total with additional 6 wells = \$57,000.00
 - Cumulative total = \$114,000.00
- Completion Pit: 2.86 acres
 - o 2.86 acres or 122,403.60 sq ft
 - Total = \$14,688.43
- Cumulative Total w/6 wells First Visit = Sthat 221 92 150 = 584, 110 = 16 th and
- Cumulative Total w/add'l 6 wells Second Visit = \$229,221, 42 psins \$112.6 psins \$122.6 psins

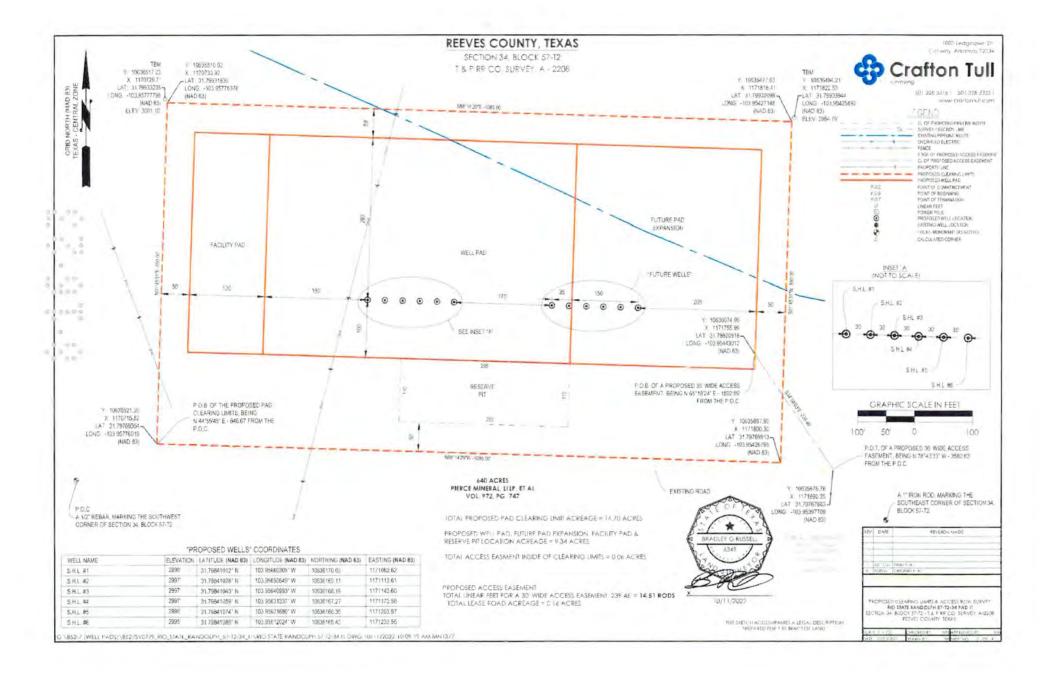
Half to State of Texas: \$217,877.70

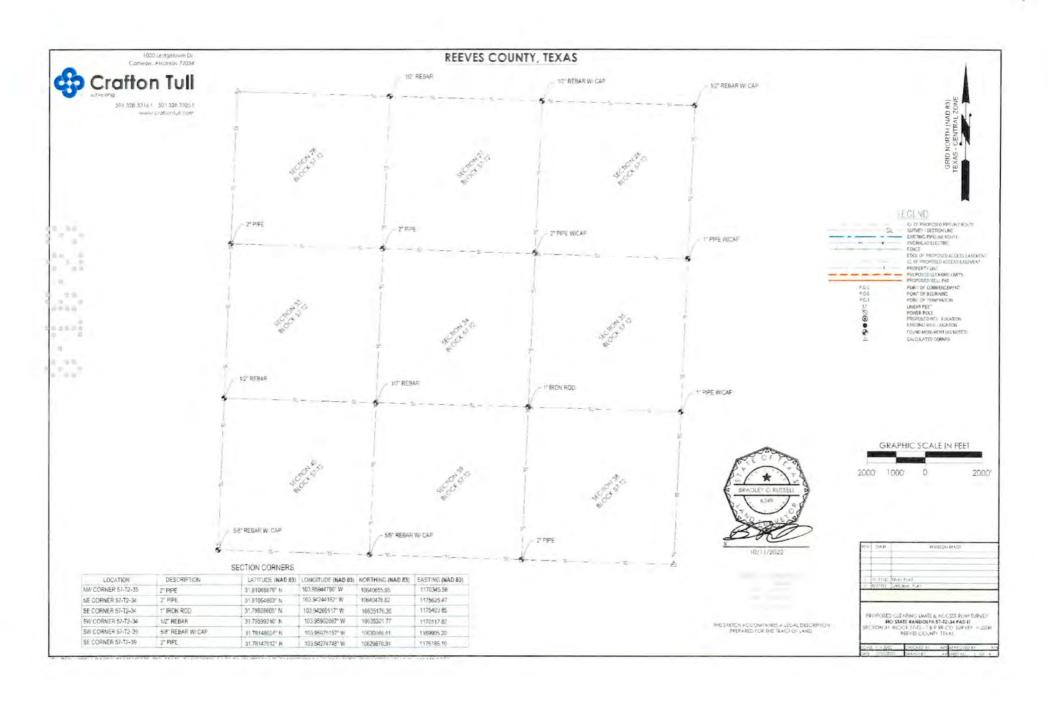
Half to Agent of State: \$217,877.71*(1/64)= \$3,404.34 (interest for awning the 10 acres)

TOTAL = \$435,755.41

1/28/2023









SECTION 34, BLOCK 57-72 1 & P.R. CO, SURVEY, A - 2208

WID STATE BANDOLPH SPIZ-34 PAD IT CLEARING LIMITS!

A METES AND BOUNDS DESCRIPTION OF A 14 /D ACKE CELARING LIMITS BENGO DUT OF A 640 ACKE TRACT, GRAINED TO PERCE MINERAL LUT, IF THAT RECORDED IN VOILUME 72, PAGE 747, IN SECTION 24 BLOCK 5/1/2, REFVES COUNTY TEXAS, BEING OUT OF ARSTRACT NUMBER 2005, TEXAS AND PACIFIC PR CO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING A LA 1/2 INCH REBAR, MARKING THE SOUTHWEST CORMEP OF SECTION 34, SLOCK 57-72, REEVES COUNTY, TEXAS: THENCE IN 44/55-85" E. A. LISTANCE OF 846-67 (FET TO THE POINT OF BEGINNING OF A 14 /D ACPE CATARNOC LIMITS:

THENCE N.D.1"4531" L. A.DISTANCE OF 590,00 FEET TO A POINT THENCE 5 88°1 429° E. A.DISTANCE OF 1985 00 FEET TO A POINT. THENCE 5.01 "45"31" W. A.DISTANCE OF 590.00 FEET TO A POINT. THENCE N. 58°1 429° W. A.DISTANCE OF 1985 00 LET TO THE POINT OF SEGIMING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 1470 ACRES MORE OR LESS SUBJECT TO ALL BASEMENTS AND MICHISOGRAPAY OF RECORD BASIS OF REARINGS. TEXAS STATE PLANT GRID. CENTRAL ZONE NADBS AS DETERMINED BY OPS DESERVATION.
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FELT.

THEMESE EXECUTE.

A MRES AND BOUNDS DESCRIPTION OF AN ACCESS CASIMENT IN OVER ACROSS AND INROUGH A 640 ACPL BRACT, GRANTED TO PIERCE MINERAL LLR. ET ALAS RECORDED IN VOLUME 172. PAGE 142. IN INCLION SA BLOCK 53-TZ. REPVES COUNTIERAS. BEING DUT GRABSTRACT NUMBER 2228. IEXAS AND PACIFIC HE CU. SURVEY. REEVES COUNTIES AS BEING MORE PARTICULARLY DESCRIPTED AS FOLLOWS.

COMMENCING AT A L/Z INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS, THENCE IN 65°1824 L. A DISTANCE OF 1802-99. FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING. 15 FEET ON BOTH SIDES OF THE TOLLOWING DESCRIBED CENTERINE.

THENCE'S 34/08/03" E. A DISTANCE OF 239 46-FEET TO THE POINT OF TERMINATION, SAID POINT BEHILD, N. 26/43/33", W. A DISTANCE OF 3552 45 FEET FROM A 1 NICH (RON ROD MARKING) THE SOUTHEAST COMPARE OF SECTION 36, BLOCK 57-12, REPUSE COUNTY.

THE AROVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 239 4A (CEF OR 14.5) HODS AND CONTAINS QUE ACRES OF EASIMPH, MORE OF LESS BUBBECT TO A 15. EASEMENTS, AND RIGHTS—CHEWAY OF RECORD.

BASIS OF BLARINGS. TEXAS STATE PLANE GRID, CENTRAL TONE, NADIS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET





2 (1995) Discount and 1 (1995) Discount and

PROPOSED GLACKING DIA TA ALGOSS ROW GRYLING

BIO STATE FANDOURS 57-12-34 FAD II

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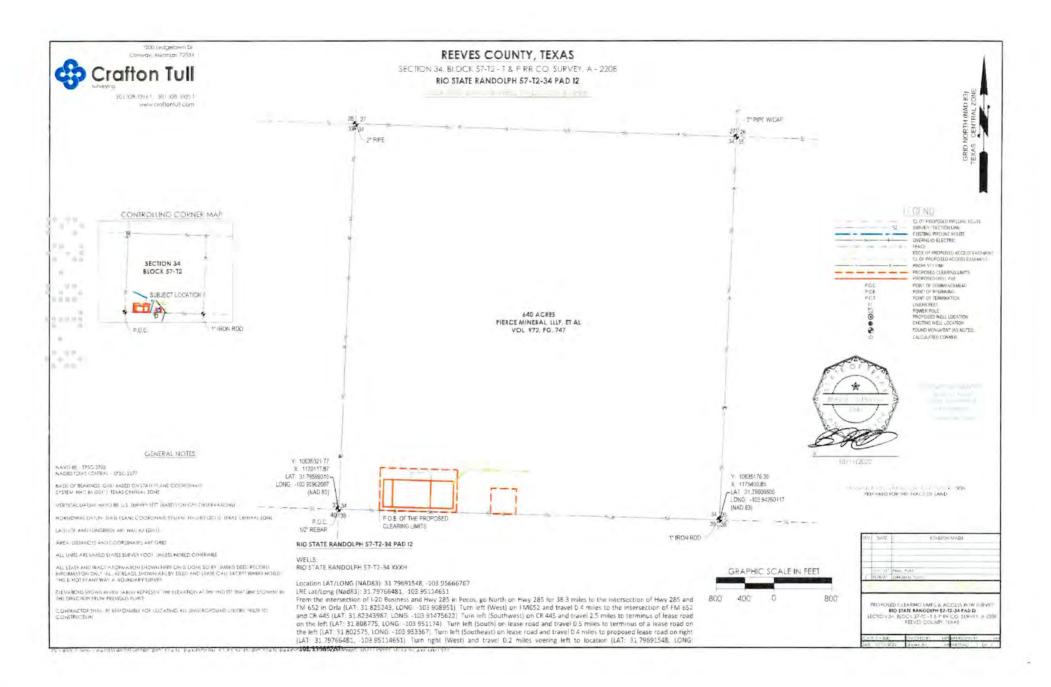
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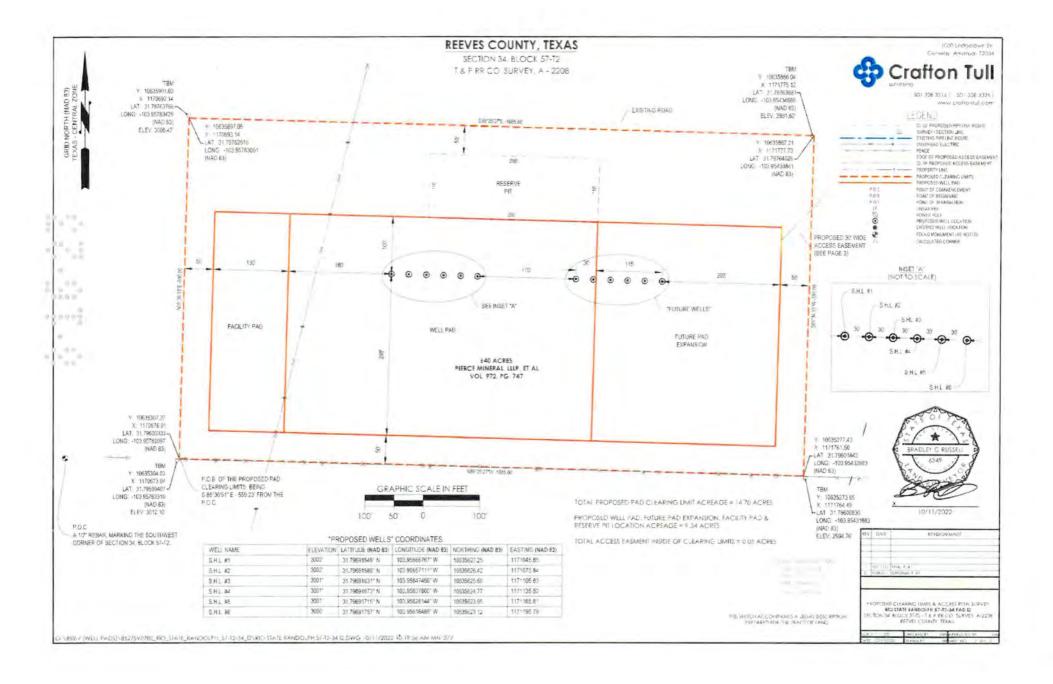
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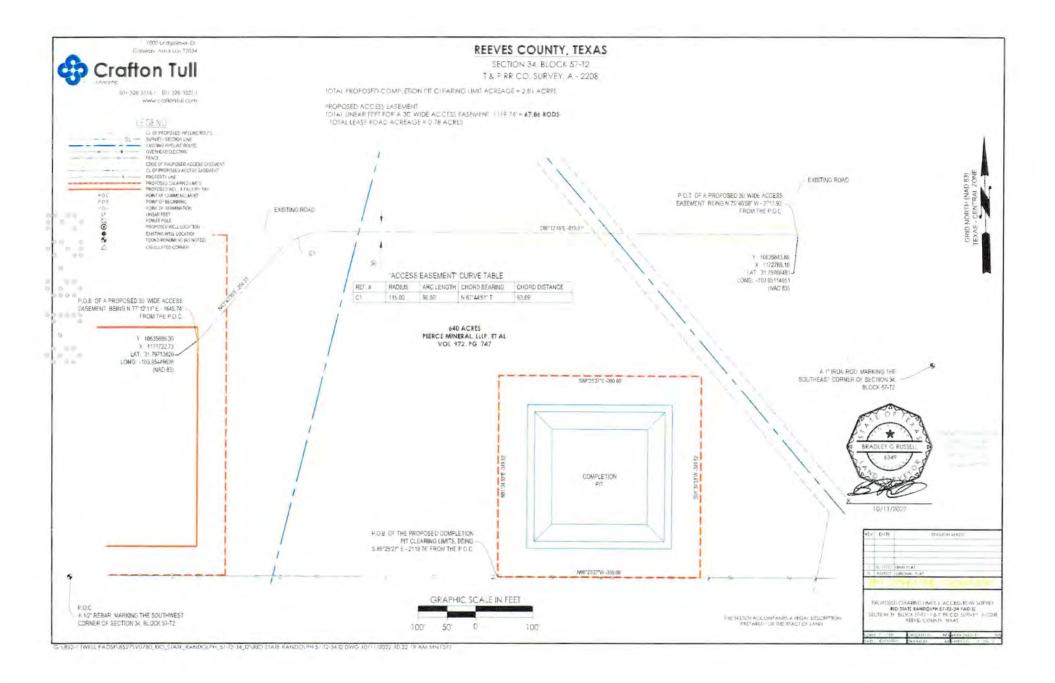
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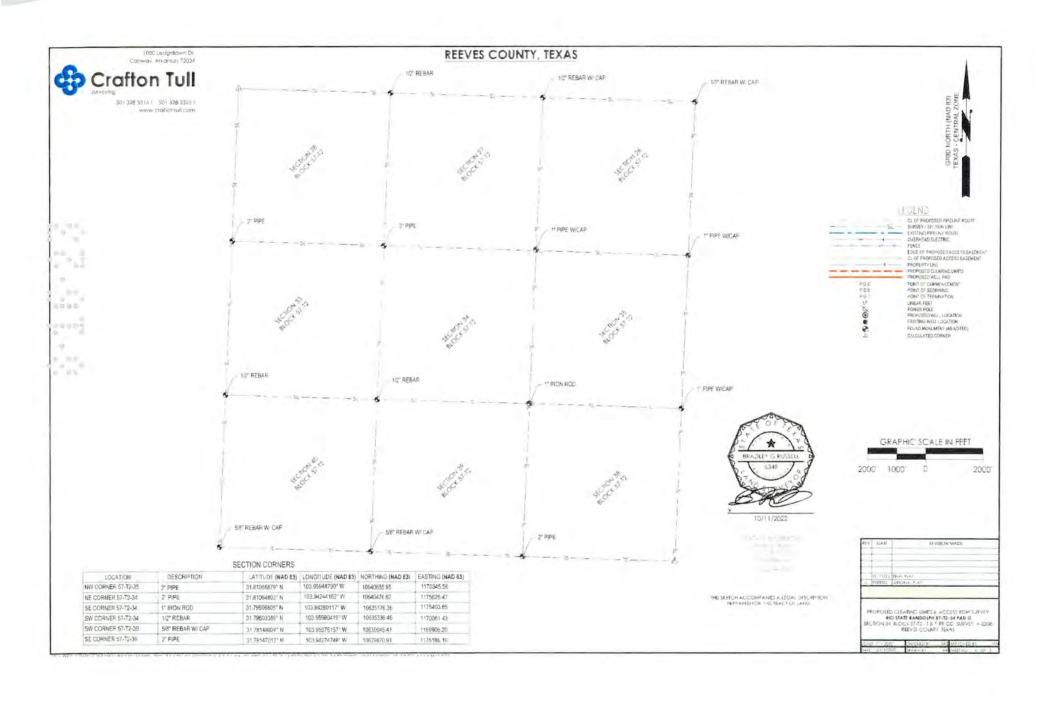
MINOR TO HIGH ST ALGOST A PART COLOR TO HIGH ST A PART COLOR

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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & P RR CO, SURVEY, A - 2208

"RICI STATE RANDOLPH 57-12-34 PAD IZ CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14-70 MCRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT GRANTENTO PIERCE MINERAL LIFE DT AL AS REC DEPORT IN VOLUME YEZ PAGE 787. IN SECTION SA BLOCK 573-74. RELVES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2206. TEXAT AND PACIFIC BEING SUPVEY, RELYCS DOWNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS POLICIONS.

COMMENCING AT A 1/2 WICH REBAR, MARKING THE SOUTHWEST CORNUL OF SECTION 34, BLOCK 57-11, REEVES COUNTY TEXAS, HERICL'S 46°9031° E A DISTANCE OF 559 23 FEET TO THE POINT OF BEGINNING OF A 14 TO ACRE CLEARING DMITS.

THENCE NOT SAYS E A DISTANCE OF 1085 OF FEET TO A POINT HENCE S 8872527 E. A DISTANCE OF 1085 OF FEET TO A POINT HENCE S DISTANSS W. A DISTANCE OF 580.00 FEET TO A POINT THENCE N. 8872527 W. A DISTANCE OF 1085 OF FEET TO THE POINT OF RESINNING.

INF ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES MUSE OF LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

BASIS OF BEARINGS: TEXAS STATE FLANE GRID, CENTRAL TONE, NADBU AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE OND DISTANCES BASED ON U.S. SUPVEY HELT

COMPLETION PIT CLEARING LIMITST

A METES AND BOUNDS DESCRIPTION OF A 2.81 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT. GRANTED TO MERCE MINERAL, LLEF, ET AL AS RECORDED IN VOLUME 972, MAGE 7KL IN SECTION 34, BLOCK 5/7-12, REEVES COUNTY, TRASS BLING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC, RECO. SUPVEY. REEVES COUNTY, TEXAS, BRING MODE MACHICILLIAN IN DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR MARKING THE SOUTHWEST CORNER OF SECTION 34, SLODE 57-72, REEVES COUNTY, TEXAS THENCES BE 25,27 E, A DISTANLE OF 21 18.76 FEET TO THE POINT OF REGIMNING OF A 2 BT AGRE CLEARING UMITS.

THENCE IN 0 19403 E. A DISTANCE OF 349-32 FEET TO A POINT, THENCE'S BRIZZYZY C. A DISTANCE OF 350.00 FEET TO A POINT; HENCE'S 0 19433 W. A DISTANCE OF 349-52 FEET IC A POINT OF THENCE IN BRIZZSYZY W. A DISTANCE OF 340-52 FEET IC A POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 281 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD

BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL TONE, NADB3 AS DETERMINED BY GPS OBSERVATION.

ALI DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS EASEMENT

A METES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN GYPE ACEOUS AND THROUGH A SEC ACCESS FRACE, GRANED TO PIERCE MINERAL LUES EL ALLAS RECORDED IN VOLUME VIZ L'AGC (AT IN SECTION 34, BIOCS 57,712, REPVES COUNTY LEAS, BEING OUT OF ABSTRACT NUMBER 220F 1EXAS AND PACIFIC RE CO. SURVIY. REFVES COUNTY TEXAS, BRING MORE PARTICULARLY DESCRIBER, AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST COKNER OF SECTION 34. BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE N 777 [2*11" E. A. DISTANCE OF A645.74 FEET TO THE POINT OF REGINNING OF A PROPICED BY TEXAS WHO ACCESS EASEMENT BRING TO SHE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTER, WE

IHENCE N 43°42'30" E. A DISTANCE OF 264 25 FEET TO A POINT.
HENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115-00 FEET, AN ARC
LENGTH OF 96 SO FEET AND A CHORD BEARING AND DISTANCE OF 115-00 FEET, AN ARC
FEET TO A POINT.

THENCE'S 88" (2"49" E. A. DISTANCE OF 819 (0) FEET TO THE POINT OF TERMINATION IS AID POINT BBING IN 75 FACES W. A. DISTANCE OF 2117 92 FEET TROM A 1 TACH TRON ROD. MARKING THE SOUTHEAST CONNER OF SECTION 34. BLOCK STATE REFERE COUNTY

THE ABOVE DESCRIBED HAS A CENTERUNE TOTAL LENGTH OF 1 1974 FEET OR 6/2 BE RODS AND CONTAINS 0/3 ACRES OF EASEMENT, MORE ON LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE. NACISIO AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE SHID DISTANCES BASED ON U.S. SURVEY FETT



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	100	
-		ORCHAN FORT
-	-	
	RI:	O STATE PANDOLPH 57-72-34 POW SERVEY O STATE PANDOLPH 57-72-34 PAD 12 BLOCK BALLS II B. FME CO. SUPVL. AUSSI MERCH COLLETY, TOXAS

	VZ
File No.	MF048344
Sur	Force of County
Date Filed:	3/8/24
Date Filed:_ Comm	aissioner Dawn Buckingham, M.D.

2100007 01 SD T 6146

100

-P00007 C10



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149 Surface Denge

PG 1 OF 1

MF 048344 Done 8/22/23

VENDOR NUMBER:

TRACE NUMBER: 3685375612BPXML-CPS

MFD48344- Infrustructure Check-Echetric Rio State Randolph 57-T2-34 Padsilqi2

No.

23710241

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375612BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000504 ATTACHED BELOW

62-20 311

No. 6000000504

07/31/23

23710241

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

\$\$\$\$\$\$\$\$\$\$\$\$\$5.71

NOT VALID AFTER 6 MONTHS

Seven Hundred Eighty-five and 71/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY NEW CASTLE, DE 19720 BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 507 Westlake Park Boulevard Houston, TX 77079

bpx energy

2100006 01 SD

DD -P00006 C10

07/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

MF 048344 June 8/24.

VENDOR NUMBER:

TRACE NUMBER: 3685375611BPXML-CPS

MFB4344-Intrastructure Check- PIPE well connects Pads 114,12 # 10275

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375611BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES YOUR VENDOR NUMBER IS

CHECK # 6000000503 ATTACHED BELOW

62-20 311

No. 6000000503

07/31/23

\$\$\$\$\$\$\$\$\$\$\$5,076.39

NOT VALID AFTER 6 MONTHS

Five Thousand Seventy-six and 39/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

II 6000000503II



August 11, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolph Pad I1 & I2 – Infrastructure Checks Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the TAS Royalty Company - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas infrastructure checks.

The infrastructure checks are Check No. 6000000504 for \$785.71, and Check No. 6000000503 for \$5,076.39, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

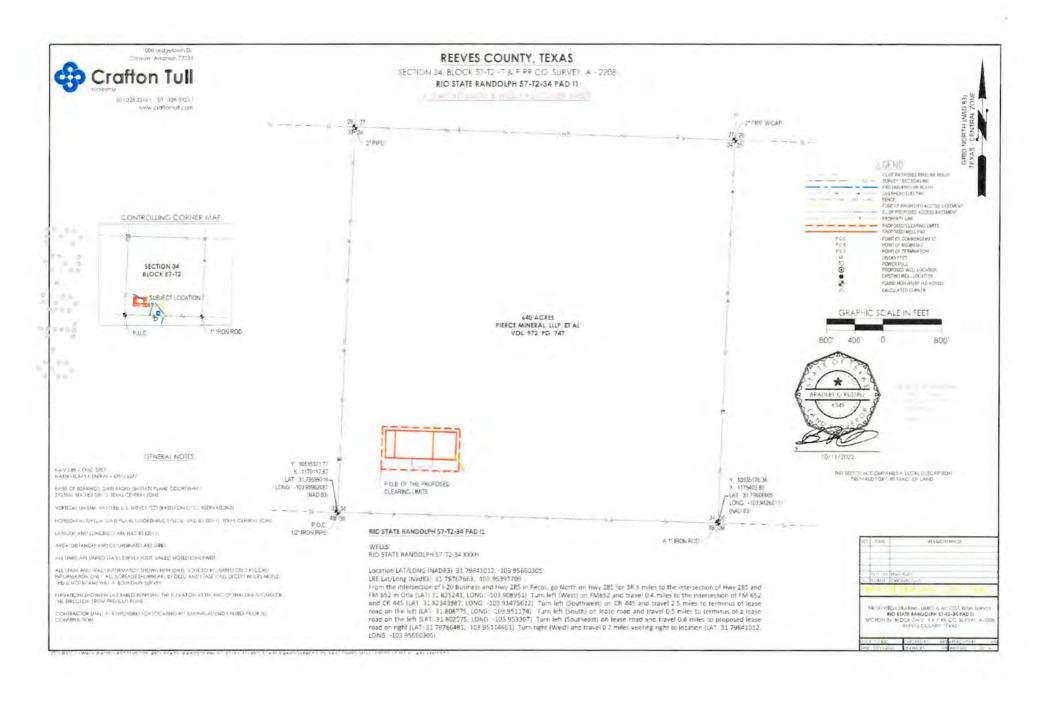
Sarah Phillips

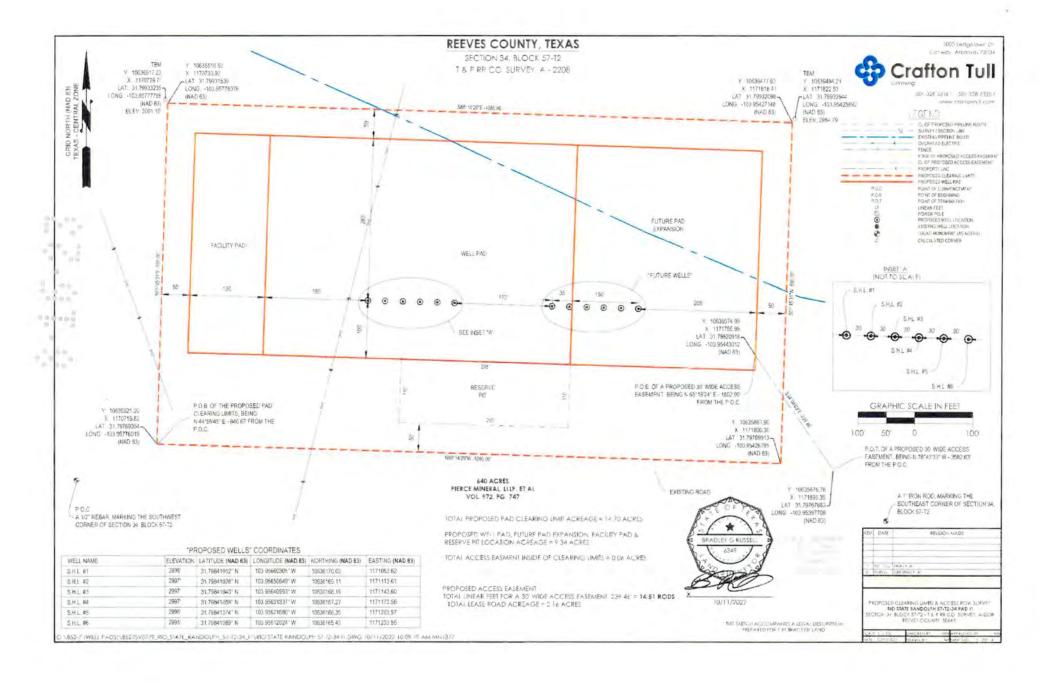
Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300

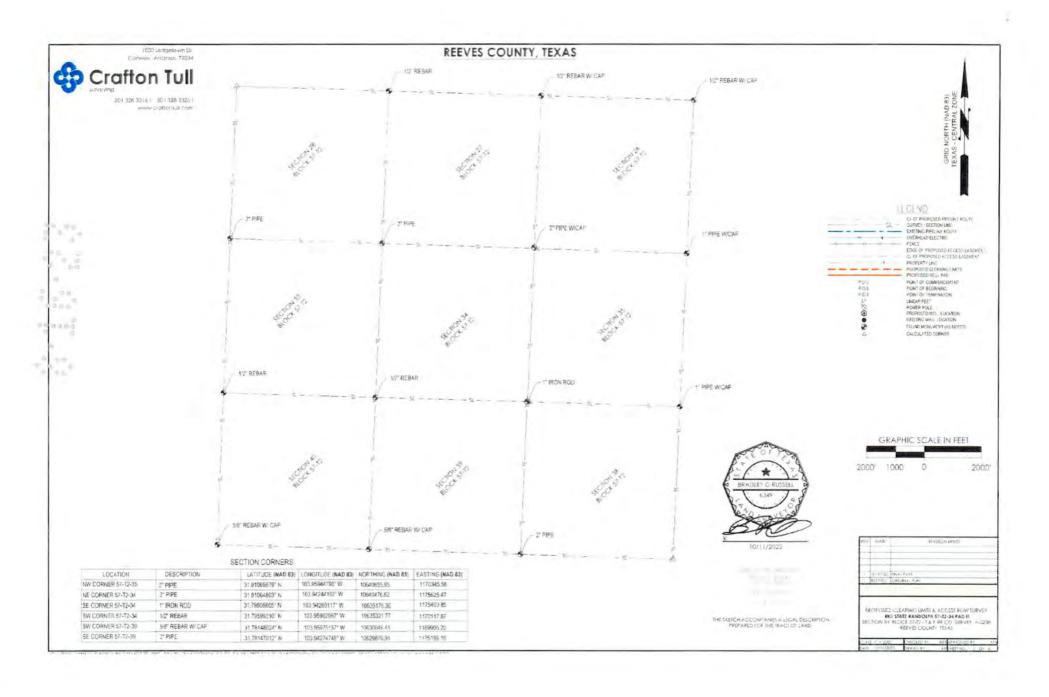
DAMAGE RELEASE

State of Texas	
Hundred Sixty Nine & 43/100 Dollars (\$54,469.43) caused to interests of the undersigned under, undersement dated and recorded Reeves County, Texas, and the undersigned does	y, ("the Company"), the sum of Fifty Four Thousand, Four in full payment and settlement for all damages listed below pon and across the land described in a Oil & Gas Leas in Book, Page, of the Official Public Records of the Page BPX Operating Company ("the and its agents and contractors, from all liabilities therefor.
This release covers any and all damages to	construct:
	2-34 Pad I1 (5 Well Pad), the Rio State Randolph 57-T2-3- ccess Road located in Section 34 of Block 57 Township 2,
requires that all real estate transactions between the reportable; not necessarily taxable, but reportable to Company, its agents and employees cannot make received are taxable income, we do recommend the any, associated with said payment(s). CERTIFICATION: Under penalties of perjury, I can be a support of the company	my correct Social Security Number or Federal Tax Payeing for a number to be issued to me), and
1 202	28
Executed on 31 2022	
Signed and acknowledged in the presence of:	TAS ROYALTY COMPANY P.O. BOX 5279
	AUSTIN, TX 78763
Landowner:	SS#, Tax ID# or Exempt#
Printed Name: The ASIL	oon, tax ion of Exemple
Witness:	
Printed Name: CATTIPELIE ELS	

For office use only: [Owner: ___] [On___ Off R/W ___] [ROW Width _____]









SECTION 34, BLOCK 57-T2 1 & P.RR.CO. SURVEY: A - 2208

TIO STATE RANDOLFILED-T2-34 PAD 1 CLEARING LIMITS

A METER AND BOUNDS DESCRIPTION OF A 14 TO ACRECTED LIMITS BRING OUT OF A 64T ACRE TRACT, GRANTED TO PIERCE MINERAL LLLP, ET AL AS RECORDED IN VOLUME 972, PAGE 147 IN SECTION 34 BLOCE 51-TZ REFVES COUNTY TEXAS BRING OUT OF ABSTRACT MINABER 2005. TEXAS AND PACIFIC RECORD LAWYER SEEVES COUNTY TEXAS BRING MORE PARTICULARLY DESCRIBED AS RESULTANCE.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 24, BLOCK 55-72, REDVES COUNTY, TEXAS, THENCE IN 1475S 45° E, A DISTANCE OF M46 AV FEET TO THE POINT OF BEGINNING OF A 1470 ACRE CLEARING UMITS.

THENCE N 01°45/31°L. A DISTANCE OF 590 00 FEET TO A POINT, THENCE S 88°14/29°F. A DISTANCE OF 590.00 FEET TO A POINT, THENCE S 01°45/31°W. A DISTANCE OF 590.00 FEET TO A POINT THENCE N 88°14/29°W. A DISTANCE OF 1085 00°146°T OTHE POINT OF BESINNING.

THE ABOVE DESCRIBED OF EARING DIMITS HAS A TOTAL AREA OF 14 70 ACRES MORE OR LESS SUSJECT TO ALL RASEMENTS AND RIGHTS-OF-WAY OF RECORD. SAID OF FORBINGS. TEARS STATE PLANE ORID. CENTRAL ZONE NADRS AS DETERMINED BY GIVE DESERVATION.

ALL DISTANCES ARE CRID DISTANCES BASED ON U.S. SUPPLY PETT.

ACICIED EASEMENT

A METS AND BOUNTS DESCRIPTION OF AN ACCUSE ASSIMATION OF ACROSS AND THROUGH A GALLACY ERACT, GRANTED TO PIERCE MINERAL LLEY, ET AL AS RECORDED IN VOLUME 972 PAGE 747, PRACCIONS & BLOCK 57-DY RETVES COUNTY TRACE BRING OUT OF ABSTRACT NUMBER 2205. TEXAS AND PACIFIC RE CO. SURVEY. RETVES COUNTY TRACE BRING MORE PARTICULARLY DESCRIPTO AS TOLLOWS.

COMMENCING AT A 177 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34. BLOCK 57-72, REPVEL COUNTY, TEXAS: THENCE N 67/1824 E. A DISTANCE OF 1860, 99. FEETTO THE POINT OF BEGINNING OF A PROPOSED 30 FQOT WIDE ACCESS EASEMENT BEING. IS FEET ON NOTH SIDES OF THE POLLOWING DISCRIBED GENTERLINE.

THÉNICE'S 94/9803" E. A DISTANCE OF 239 46 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N. 78/333" W. A DISTANCE OF 3552.45 FEET FROM A JINCH IRON ROD. MARKING HE SOUTH-SAID CORNER OF SECTION 34. BLOCK 19-12, FEEVES COUNTY.

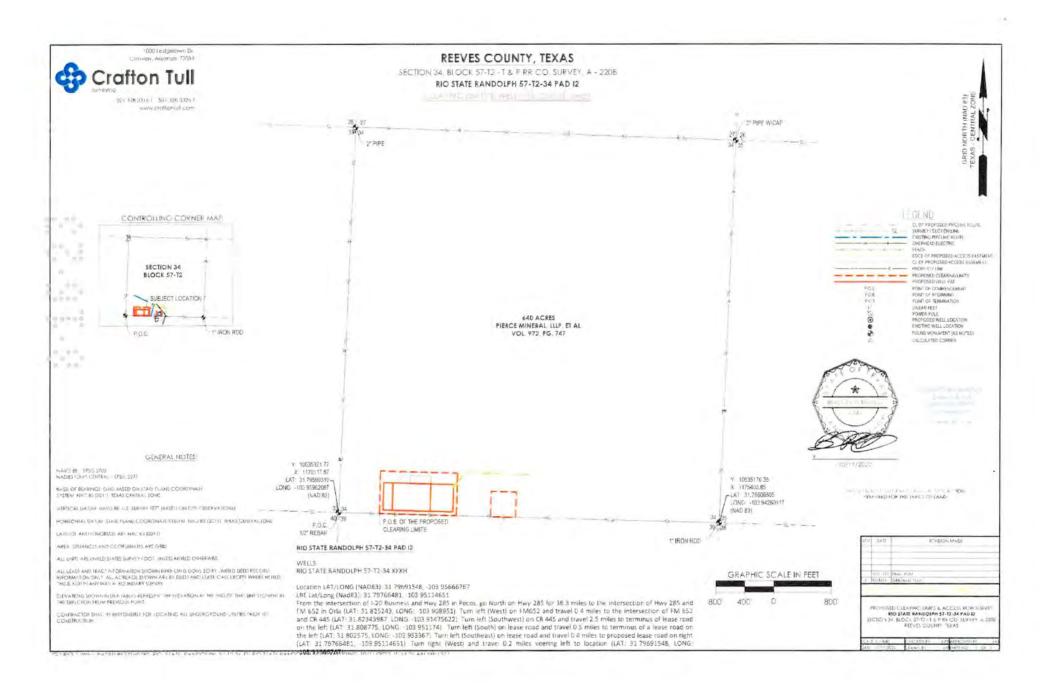
THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 28% 46 FREY OR 14.6.1 RODS AND CONTAINS O 16.4CPES OF EXSENSY. MOME OF 165% SUBJECT TO ACLEASEMENT, AND RIGHTS OF TWAY OF RECORD.

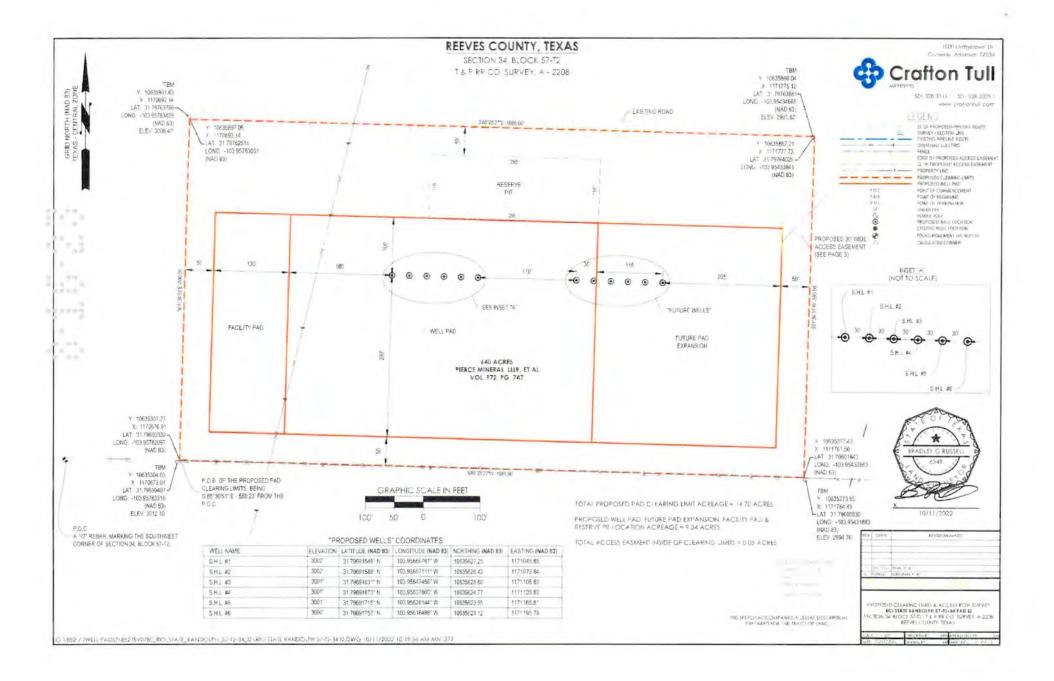
BASIS DI BEAFINGS. TEXAS STATE PLANE GRID. CENTRAL TONE, NADISLAS DIETERMINEDI. BY GIPS DISSERVATION

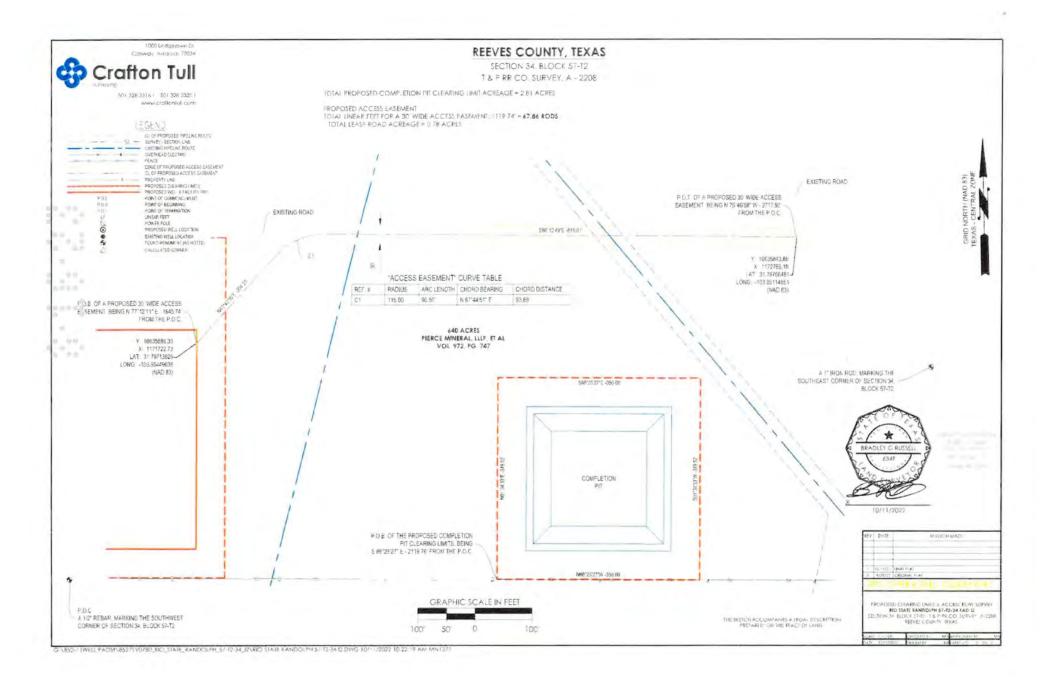
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEFT

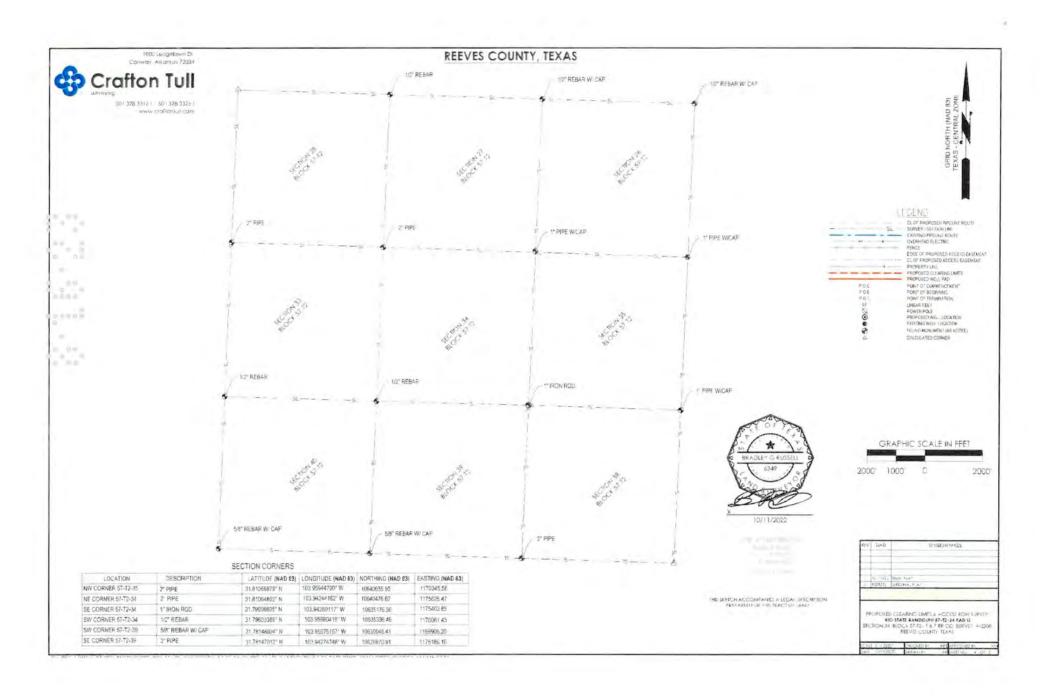


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1		Terran Funt
	41	CLEATING MANY & A CREATION CAY! O STATE SANDQIFFE SATE-SE PART II MINOR WATER TO A PRINCIPAL MINOR A 20











SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A - 2208

RIO STATE RANDOLPH 57-12-34 PAD IZ CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 1470 ACRE CLEARING UMITS BEING OUT OF A 640 ACRE TRACT GRANTED TO PIERCE MINERAL SULP, ET AL AS RECORDED IN YOULIME YEZ, FAGE 741, IN SECTION 39 BLOCK 5745 RELYES COUNTY TEAS BEING OUT OF ABSTRACT MUMBER 2208. TERAS AND FACIFIC RECOLUMNS, REDYES COUNTY, TERAS BEING MORE PARTICULARLY DESCRIBED AT FOLLOWS.

COMMENCING AT A 1/2 INCH REBAIL MARKING THE SOUTHWEST CORNER OF SECTION 14, BLOCK 57-12, REEVEL COUNTY TEXAS, HERICL 3-88°30'X1' E. A DISTANCE LIT 559'23 FEET TO THE POINT OF SEGINAING OF A 14-11, ACRE CLEARING UMIS.

THENCE NOTATED A DISTANCE OF SUBJICETTO A POINT THENCE SIPEZEZY C. & DISTANCE OF SUBJICETED TO A POINT THENCE SIPEZEZY W. A DISTANCE OF SUBJICETED TO A POINT THENCE NOW SEZEZY W. A DISTANCE OF SUBJICETED TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14 70 ACRES, MORE OR LESS \$08JOLY TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL FORE NADBS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVE-FEET

"COMPLLITON PIT CLEARING LIMITS"

COMMENDING AT A 172 INCLUREBAR MARKING THE SOUTHWEST CORNER OF SECTION 34 BLDDS 51-72, RESYS COUNTY TEXAS, WENCES BEIGGZETE A DISTANCE OF 2119-76 (ED TID THE POINT OF BEGINNING OF A 2.81 AURE CLEARING WAITS.

IMENICE S 88°25'27. C. A DISTANCE OF 349.52 FEET TO A POINT, THENCE'S 88°25'27. C. A DISTANCE OF 350.00 FEET TO A ROINT; HENCE'S 01°34'33. W. A DISTANCE OF 344.52 FEET TO A POINT OF SEET TO SEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TICKNING LIMITS HAS A TOTAL ARRA OF 281 ACRES MOREOR TESS SUBJECT TOTAL EASEMENTS AND RIGHTS-DE-WAY OF RECORD BASIS OF BEARINGS. TEXAS MATE PLANE GRID, L'ENTRAL ZONE NADES AS DETERMINED BY GIPL GEREFVALION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS EASEMENT

A METE, AND ADUNDS DESCRIPTION OF AN ACCESS EASEMENT IN OVER ACROSS, AND INFOLICE A 640 ACRE BRACE BRANGED TO PRINCE MINERAL LLP. ELALA RECORDED IN YOUMAN V.2. PAGE 147 IN SECTION 34 BLOCK 57-12 BEING COUNTY (EXAL BEING OUT OF ABSTRACT NUMBER 2076 TEXAS AND PACTIFIC RETO. SURVEY REFVES COUNTY (EXAL BEING OUT OF PARTICULARITY DESCRIBED AS FOLLOWS).

COMMENCING AT A 1/2" INCH REBAR, MARITING THE SOUTHWIST CORNER OF SECTION 34, BLOCK 5/-12, REEVES COUNTY, TEXAS THENCE N 77*12" IT A DISTANCE OF 1645.74 FEET TU THE POINT OF REGINNING OF A PROPOSED 31 FOOT WIDE ACCES! EASEMEN, BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTER; INF.

(HENCE N 43-4230" E A DISTANCE OF 2014 2) FEE TO A POINT HENCE ALONG A CURYL TO THE RIGHT HAVING A RADIUS OF 115:00 FEEL AN ARC LENGTH OF 76.50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67-4451" E VS.69 FEET TO A POINT.

THÉNICE S BE[®] (2°49° E. A DISTANCE OF BES 30 FEET TO THE POINT OF TERMINATION, SAID FORM BEING IN 5°46'SE"W, A DISTANCE OF 20°70' 7°22 FEET TROM A TINION ROD, MARKING THE SOUTHERS TO CORNER OF SECTION 34. BLOCK 5.7°12, REMEME COUNTY

THE ABOVE DESCRIBED MAS A CENTERLINE TOTAL LENGTH OF 1119 74 FEET OR 67.66 RODS AND CONTAINS 0.79 ACRES OF EASEMENT, MORE OF LESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID CENTINAL ZONE MADES AS DETERMINED. BY GPS OBSERVATION

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FITT



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Commissioner D	awn Buckingham, M.D.
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08/01/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

MF 048344 Deine 8/2423

VENDOR NUMBER:

TRACE NUMBER: 2330601449BPXML-CPS

MF048344-Infrastructure Check-Electric Rio State Randolph 57-12-34 Pads 11212 23710239

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000512 ATTACHED BELOW

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601449BPXML-CPS

62-20

No. 6000000512

08/01/23

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS

AUSTIN TX 78701-149

23710239

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NOT VALID AFTER 6 MONTHS

One Hundred Five and 41/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

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08/01/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

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VENDOR NUMBER:

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INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601450BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000513 ATTACHED BELOW

62-20 311 No. 6000000513

08/01/23

23710240

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS

AUSTIN TX 78701-149

\$\$\$\$\$\$\$\$\$\$\$\$\$681.07

NOT VALID AFTER 6 MONTHS

Six Hundred Eighty-one and 07/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

60000005 1 3 H



August 11, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701 MF048344

Re: BPX-Rio State Randolph Pad I1 & 12 – Infrastructure Checks Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Pegasus Resources, LLC - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas infrastructure checks.

The infrastructure checks are Check No. 6000000512 for \$105.41, and Check No. 6000000520 for \$681.07, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Saruh Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste, 105 | Midland, TX 79701 Cell: 817.896.4300 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

8

COUNTY OF REEVES

5

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by Pegasus Resources, LLC, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]



IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Pegasus Resources, LLC

By: Will Rodger Title: President

ACKNOWLEDGMENT

STATE OF TEXAS

8

COUNTY OF TARRANT

8

23.41.3

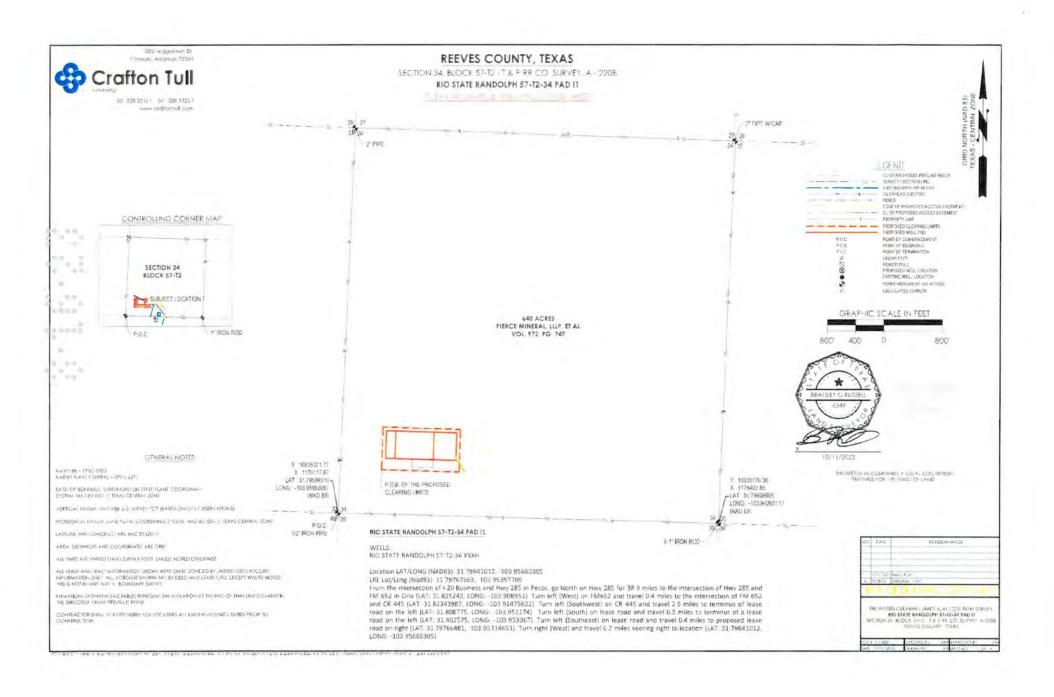
This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Pegasus Resources, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

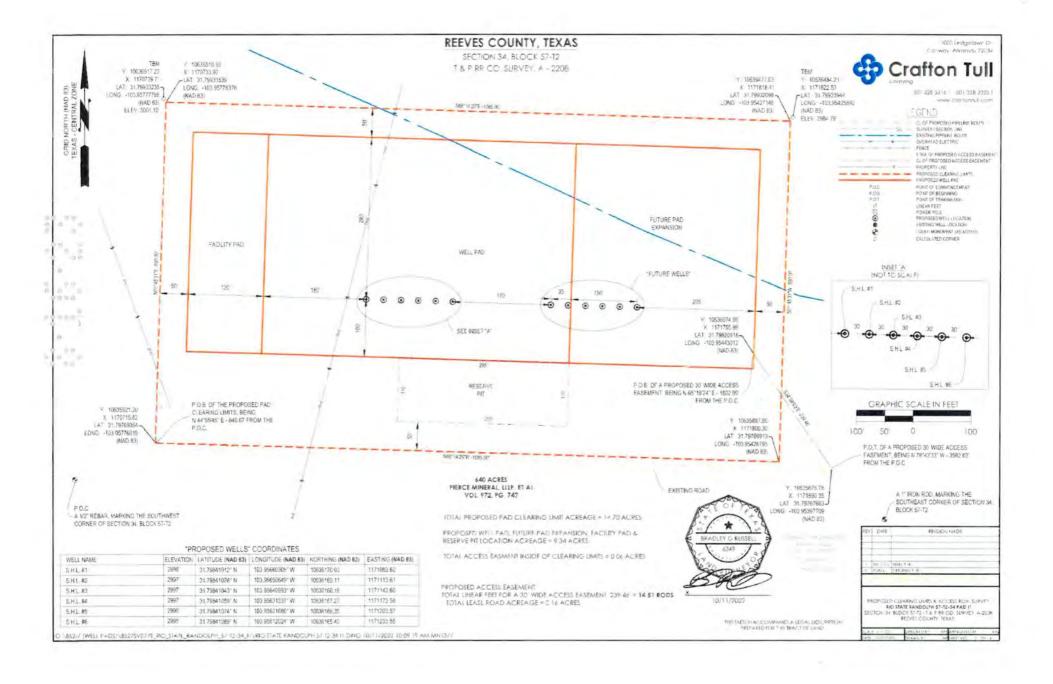
STACY LEANNE THOMAS
Notary Public, State of Texas
Comm Expires 10-21-2023
Notary ID 124710671

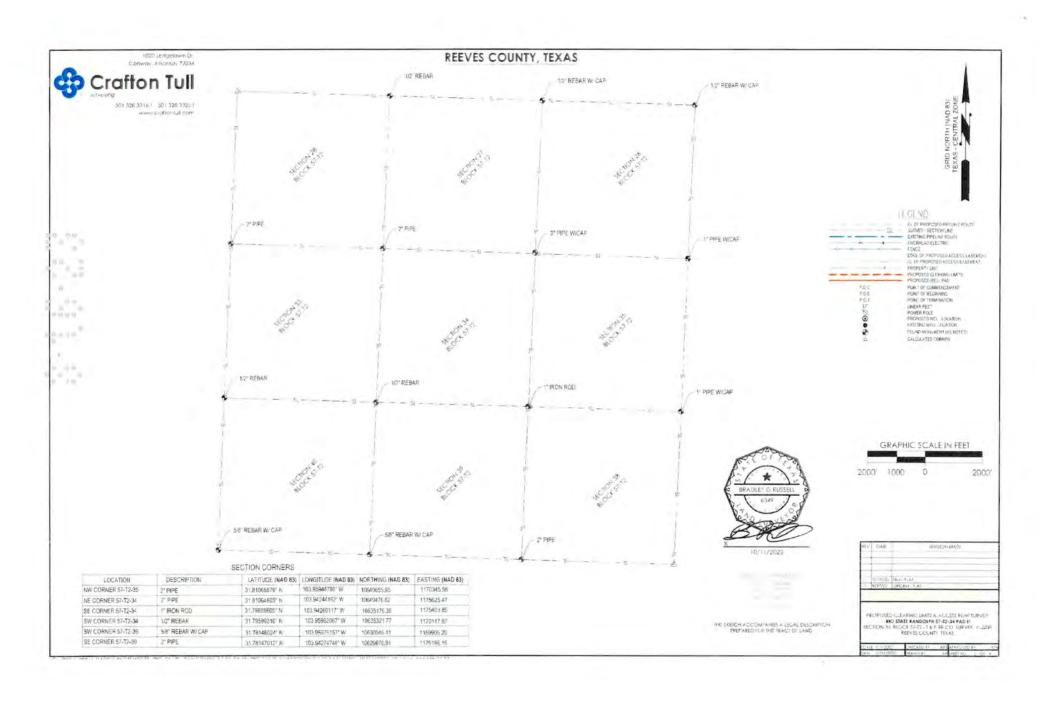
Notary Public

GRANTEE: BPX Operating Company			
By: Mindy Johnson Title: Attorney-in-Fact			
STATE OF COLORADO	ş		
COUNTY OF DENVER	§		
		efore me on the day of et for BPX Operating Company, on be	half of said
		Notary Public	











REEVES COUNTY, TEXAS

5ECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY A - 2208

"MO STATE RANDOLPH 57-12-34 PAD II CLEARING SMITS

A METES AND BOUNDS DESCRIPTION OF A 14 /U ACKE CILLARING LIMITS BRING DUILT OF A BIG ACKE TRACT ORANIED TO PRECEDIBLE A BLOCK 51/12, REVYES ECCUMEN TOULAREST, PAGE /4E, IN SECTION AS BLOCK 51/12, REVYES COUNTY TEXAS BEING OUT OF ABSTRACT NUMBER 2206 TEXAS AND FACIFIC RECO. SURVEY REVYES COUNTY TEXAS BEING MORE FARICULARLY DESCRIBED AS ADDITION.

COMMENCING ALIA LIZE INDICATEDAR, MARKING THE SOUTHWEST CORNER OF SECTION TALBLOCK STATZ REEVES COUNTY, TEXAS: THENCEN 44°55 45° E, 4 DISTANCE OF HAZ A PED TO THE POINT OF BEGINNING OF A 14 70 ACRE CLEARNIC LIMITS

THENCE IN STANCE!" E. A DISTANCE OF 1990/00 FEELTO A POINT.
THENCE S BEN'AZP E. A DISTANCE OF IDESCRIPTED TO A POINT;
THENCE S STRINGST! W. A DISTANCE OF \$90.00 FEELTO A POINT;
THENCE S BEN'AZP W. A DISTANCE OF 1985/00 FEELTO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED OF EARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CENTRAL YORE, HADBY AS DETERMINED BY GRIS OBSERVATION.

ALL DISTANCES ARE ORTO DISTANCES BASED ON U.S. SURVEY TEET.

AUGES EAVENEN

A METES AND SOUNDS DESCRIPTION OF AN ACCUSS CASIMENT BY OVER ACROSS AND THROUGH A 48E ACRE BY ACT, GRANTED TO PREVIOE MINERAL LLIP, EL AL AS PET ORDER ON VOLUME F72, PAGE 747, IN ADDITION 34 BLOCK 57-F2, REPVES COUNTIERAS, BEING OUT OF ABSTRACT NUMBER 7208, EXAS, AND PACIFIC RE CO. SURVEY REEVES COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIPTOR AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING, THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REFVES COUNTY, TEXAS THENCEN ASFISSALE, A DISTANCE OF 1802-99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 36 POOT WIDE ACCESS EASEMENT BRING, IS FEET ON BOTH SIDES OF THE TOLLOWING DISCRIBED CENTERING.

THENCE STATOROST E. A DISTANCE OF 239 46 FEET TO THE POINT OF TERMINATION: SAID POINT BRING N. 78°4232" W. A DISTANCE OF 355°25 FEET FROM A 1 WICH IRON ROD. MARKING HE SOUTHEAST CONNER OF SECTION 36. BLOCK 51°12, FEEVES COUNTY.

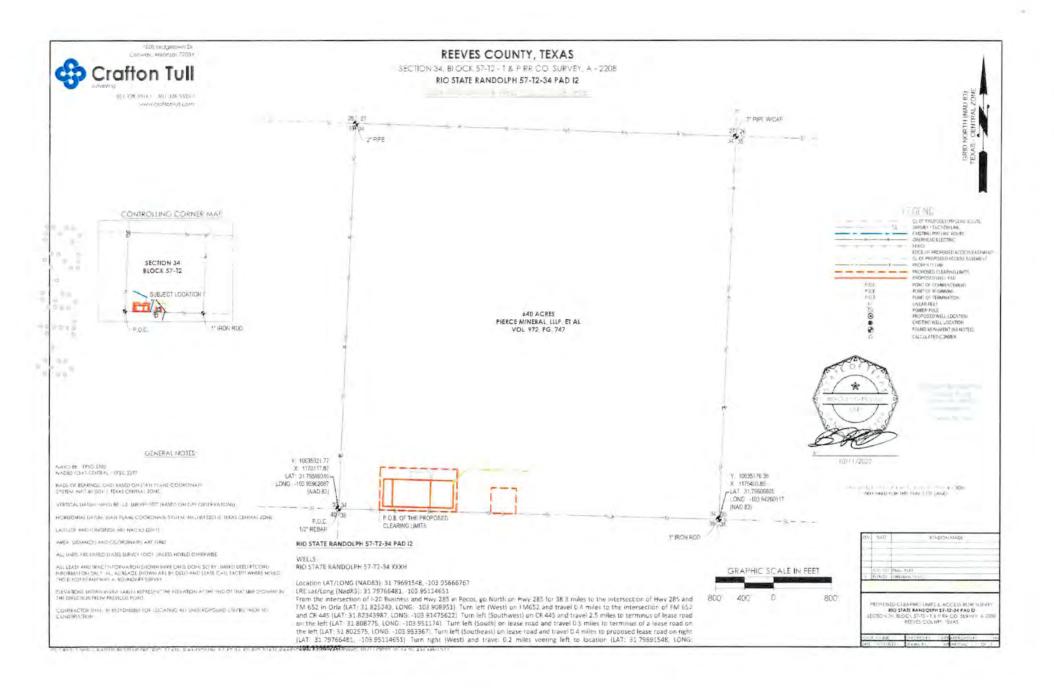
THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 239 46 FEET OR (4.5). HOUSE AND CONTAINS USE A CEST OF EASEMENT, MORE OF LESS JUBIECT TO WILL SAFEMENT AND RIGHTS-OF-WAY OF RECORD.

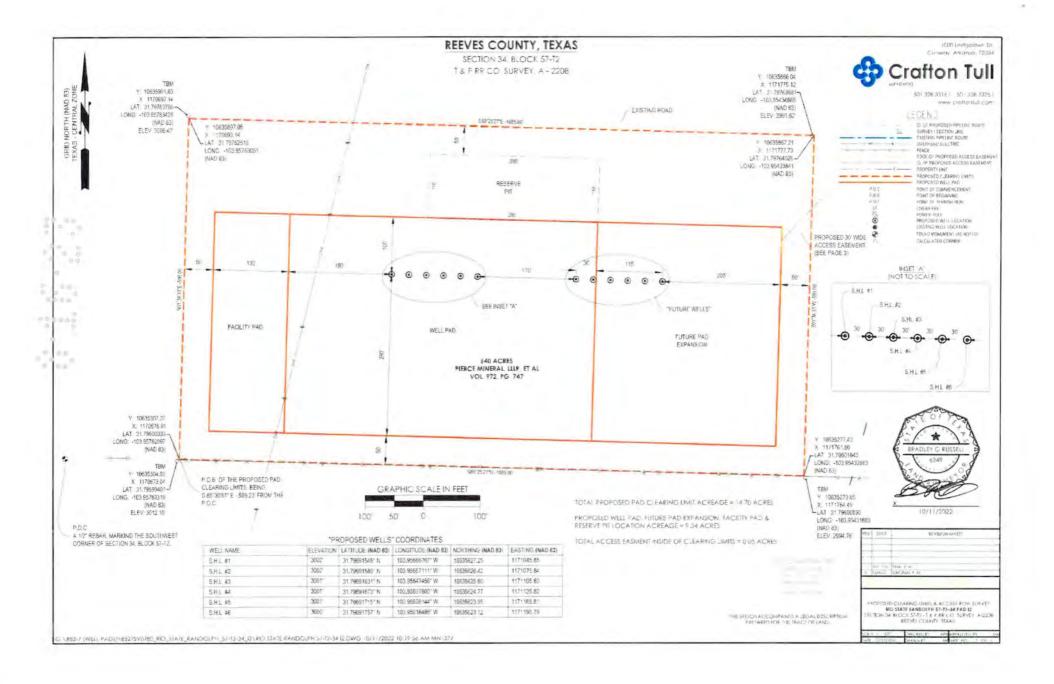
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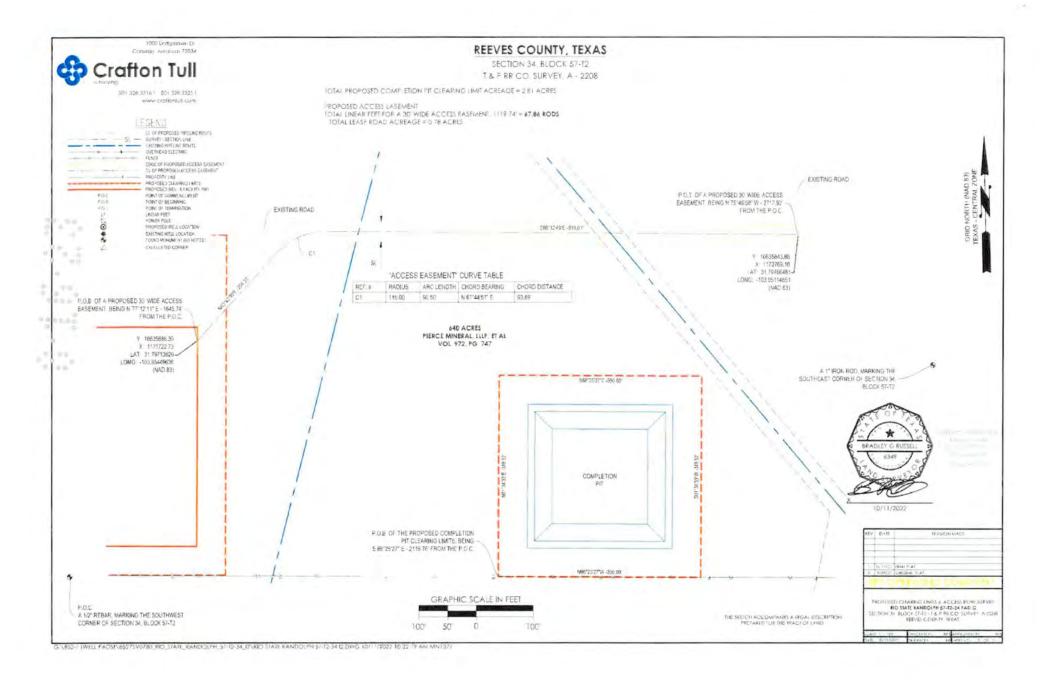
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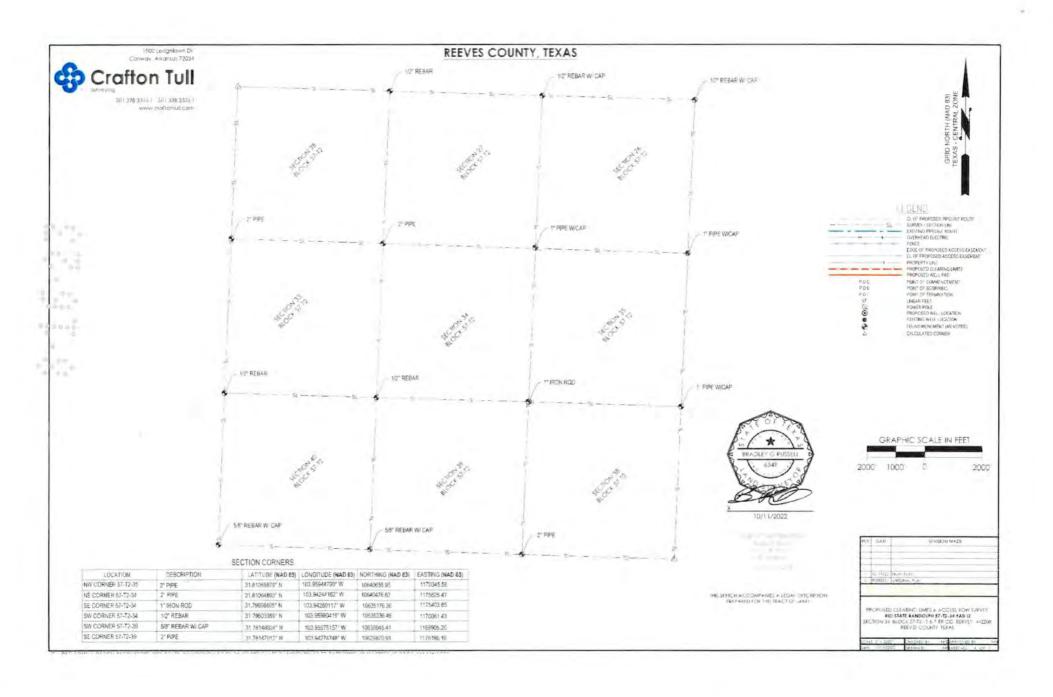


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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & F RR CO. SURVEY A - 2208

BIO STATE RANDOLPH 57-12-34 PAD & CLEARING LIMITS"

A METE) AND BOUNDS DESCRIPTION OF A 14-70 ACRE-CLEARING LIMITS BRING OUT OF A 640 ACRE TRACE GRANTED TO PIERCE MINERAL LLE, O ALLAS PECCORDED IN VOLLIME 972 RAGE 73 F IN SECTION AS ALLOCK 57-12 REEVES COUNTY, IDAAS BRING OUT OF ABSTRACT NUMBER 2208. IBRAS AND PACIFIC WE CO LIMVEY. REDVIS COUNTY, TEXAS BRING MORE PARTICULARLY DESCRIBED AS SOLICIANS.

COMMENCING AT A 1/2 INCH REBAR MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK SATE REEVES COUNTY, TEXAS, THENCE SERVISTIVE A DISTANCE UP 55/2/23 FEET TO THE POINT OF BEGINNING OF A 14 / IF ACRE CLEARING LIMITS

THENCE HID! 34/30 E. A. DISTANCE OF 1890 (BUTET TO A POINT HENCE S 89/25/2). E. A. DISTANCE OF 108 NO FEEL TO A POINT HENCE S IT 34/33 W. A. DISTANCE OF 58/30 (FEEL TO A POINT HENCE). 88/25/27 W. A. DISTANCE OF 1885/30 FEEL TO THE POINT OF RESIMBING.

THE ABOVE DESCRIBED CLEARING UMITS HAS A TOTAL AREA OF 14 WEACHES, MADRE OF LESS SUBJECT TO AU EASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL TOINE NADBURAL DETERMINED BY GRS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY ("LI

COMPLETON PIT CLEARING LIMITS

A MATES AND ROUNDS DESCRIPTION OF A 281 ACRE CLEARING LIMITS BEING OUT OF A ANI ACRE TRACT CRANTED TO PIENCE MINERAL LLE ET AL AS RECORDED IN YOURNE 972, PAGE 971, IN SECTION 34, BLOCK 57-12, REEVES GOUNTY, PEAKS BEING OUT OF ABSTRACT NUMBER 2200. TEXAS AND PACIFIC RELOC SURVEY REEVES COUNTY, TEXAS, BRICK MORE PARTICULARIN DESCRIBED AS POLLOWS.

COMMONISHING AT # 1/2 INCH PEBAR, MARKING THE SOLUTIVEST CORNER OF SECTION 34 BLDICK S7-12, REEVES COUNTY TEXAS, THENCE S 88°2527° E # DISTANCE OF 21 19,76 FEET TO THE POINT OF BEGINNING OF # 2.81 ACRE CLEARING DMITS.

HENCE N 07°34'33" E, A DISTANCE OF 349 S2 FEET TO A POINT.
THENCE S 82°25'27 C. A DISTANCE OF 350.00 FEET TO A POINT
HENCES D 10°34'33 W. A DISTANCE OF 345 S2 FEET TO A POINT
THENCE N 89°25'27" W. A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 2.8.) ACRES MORE OF LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL ZONE, NADBS AS DETERMINED BY CPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS EASEMENT

A MEES AND GOUNDS DESCRIPTION OF AN ACCESS EASEMBLI IN COVER ACROSS AND THROUGH 4, 645, 402E TRACE GRANTED TO PIERCE MINERAL LLER E. A. A. J. RECORDED IN VOLUME 972. PAGE, 47 IN SECTION 34, BIOCK, 57-72. PIEVES COUNTY IEAS, SENIG OUT OF ABSTRACT NUMBER 220E. TEXAS AND PACIFIC REY CO. SURVIV. REVEY SECRIBER AS SOLOWED AS TOLOWED.

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, PREVES COUNTY, TEXAS THERE EN 77-1211"E, A DISTANCE OF 1-465-54 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 HEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERURE.

HENCE N 45'4230" E. A DISTANCE OF 204'23 FEET TO A POINT.
HENCE ALONG A CURVL TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, AN ARC.
LENGTH OF 96.50 FEET, AND A CHORE BEARING AND DISTANCE OF 19 57'415' E. 93.69
FEET TO A POINT.

THENCE'S BBY 12'49" F. ALDISTANCE OF BTY 20. FEET TO THE POINT OF TERMINATION, SAID. PROVIDED BEING M. AS AND SET W. ALDISTANCE OF 32'7.72'S FEET FROM A STICKEN FROM ROOM MARKING THE SOUTHERS COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 1119 74 FEET OR 67.86 RODS AND CONTAINS OF BACKES OF EASEMENT MORE OF 1555, TUBLECT TO ALL EASEMENTS, AND RIGHTS OF MAY DEFECTED.

BASIS OF BEARINGS. TEXAS STATE PLANE GRID. CENTRAL ZONE, NADSS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEFT



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MF048344

bpx energy

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07/31/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

VENDOR NUMBER:

TRACE NUMBER: 3685375613BPXM

MF048344-Infrastructura Check-Electric Rio Stale Randolph 57-72-34 Pads 11 & 2 23710237

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375613BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS

AUSTIN TX 78701-149

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000505 ATTACHED BELOW

62-20 311

6000000505

07/31/23

23710237

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NOT VALID AFTER 6 MONTHS

Thirty-two and 73/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

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bpx energy

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07/31/23



VENDOR NUMBER:

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

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Pads ilfiz

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INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3685375608BPXML-CPS

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149 IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000500 ATTACHED BELOW

62-20 311 No. 6000000500

07/31/23

23710238

\$\$\$\$\$\$\$\$\$\$\$\$\$\$211.50

NOT VALID AFTER 6 MONTHS

Two Hundred Eleven and 50/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N A ONE PENN'S WAY, NEW CASTLE, DE 19720

II 6000000500II



August 11, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701 MI=048344

Re: BPX-Rio State Randolph Pad I1 & I2 – Infrastructure Checks Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Chisos Land, LLC - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas infrastructure checks.

The infrastructure checks are Check No. 6000000505 for \$32.73, and Check No. 6000000500 for \$211.50, for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Barah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

COUNTY OF REEVES

This Memorandum of Surface and Subsurface Use Agreement is effective as of 13th day of February, 2023 (hereinafter "Memorandum") and is entered into by Chisos Land, LLC, whose address is 2821 W. 7th Street, Suite 500, Fort Worth, TX 76107 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective February 13, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above, and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR: Chisos Land, LLC

By: Will Rodgers Title: President

ACKNOWLEDGMENT

STATE OF TEXAS

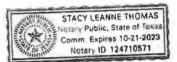
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 13th day of February, 2023, by Will Rodgers as President of Chisos Land, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

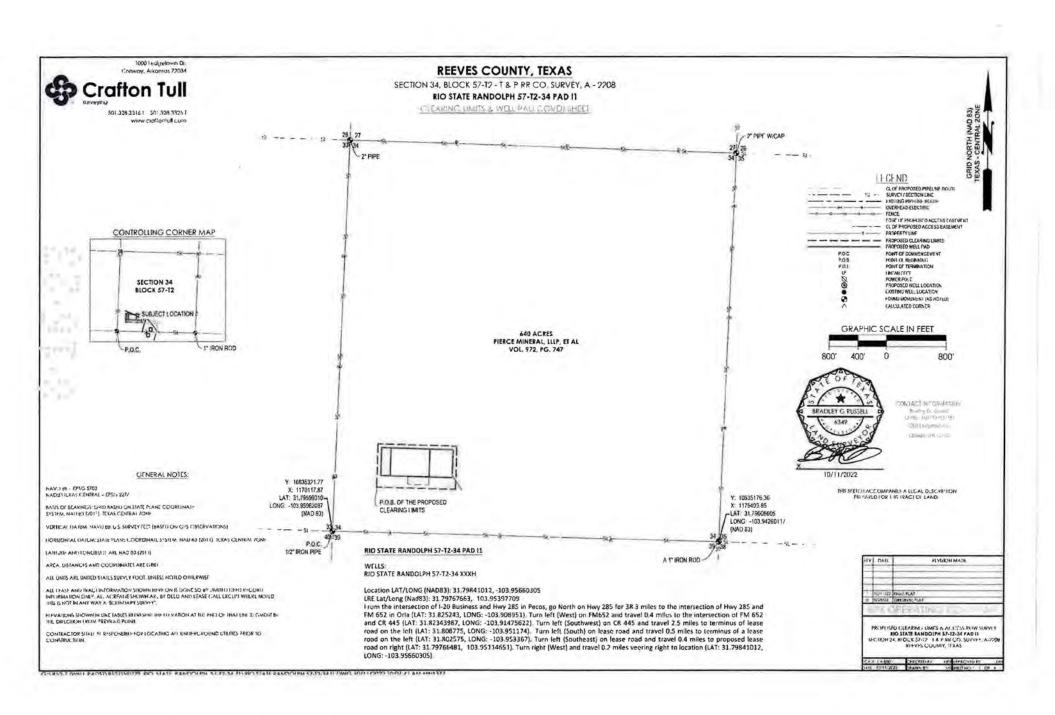
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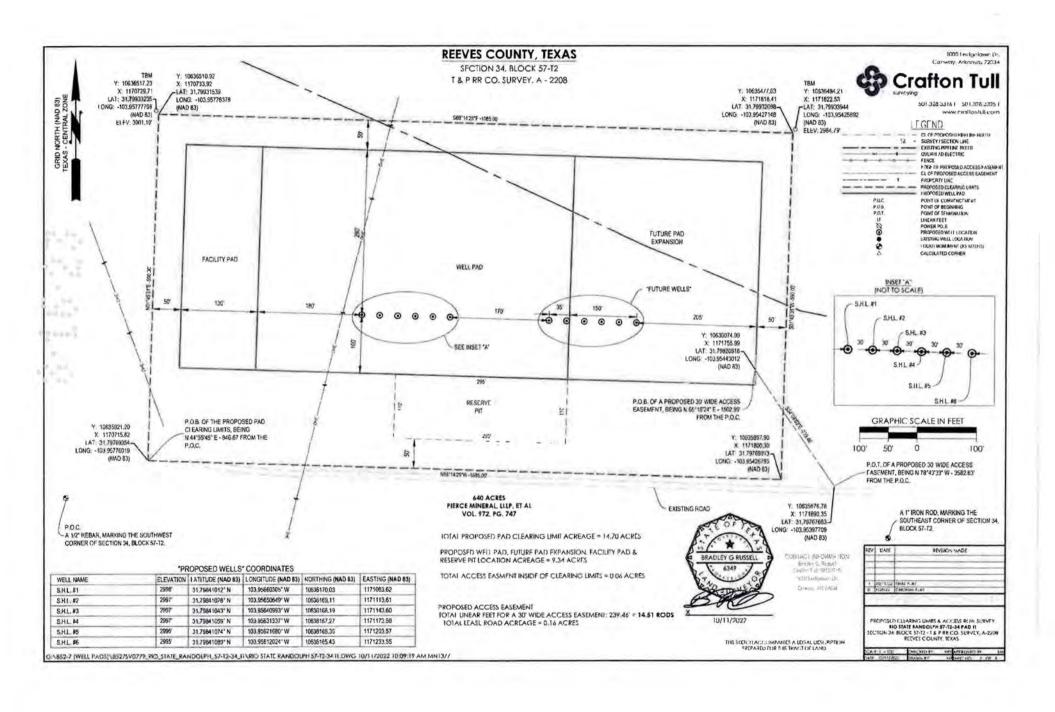


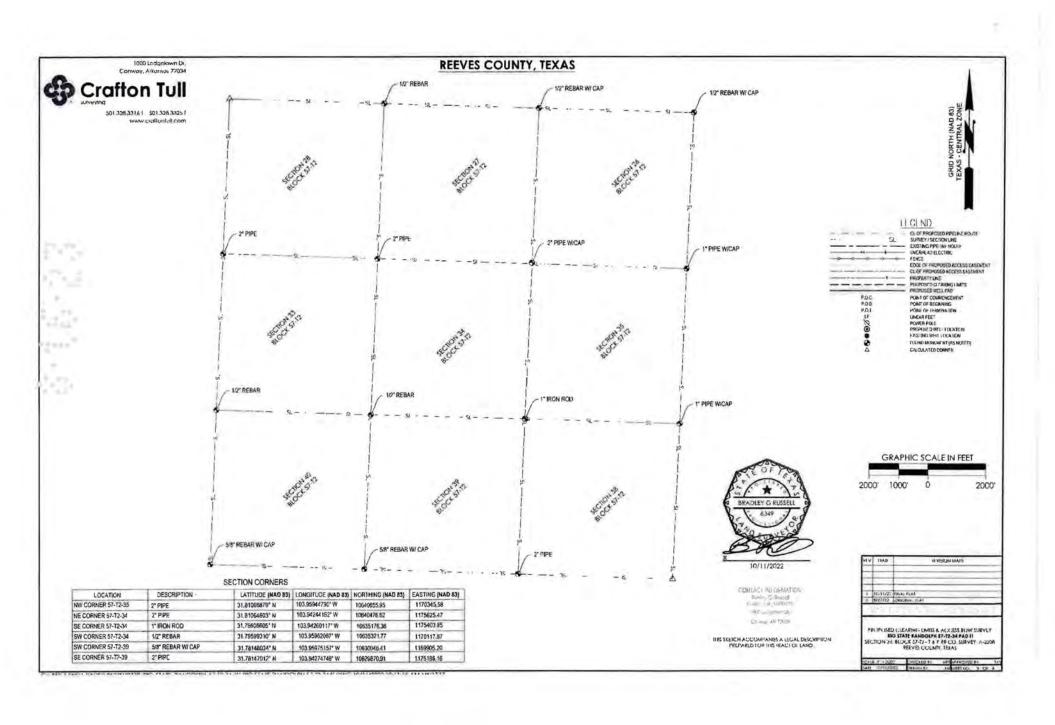
OS Chomas

GRANTEE: BPX Operating Company				
By: Mindy Johnson		-0		
Title: Attorney-in-Fact				
STATE OF COLORADO	§			
COUNTY OF DENVER	§			
This instrument was ac 2023, by Mindy Johnson, as a company.				ehalf of said
		Notary Pub	lic	_











REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A - 2208

TRIO STATE RANDOLPH 57-12-34 PAD IT CLEARING LIMITS"

A MEIES AND BOUNUS DESCRIPTION OF A 14.71 ACRE CLEARING LIMITS BFING OUT OF A 640 ACRE FRACT, BRANTED TO PIECCE MINERAL, LULP, ET AL AS RECORDED IN YOU LAW EZY, PAGE, 47, IN SECTION 34, BLOCK 57-1/12, REPYES COLINIY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2206, TEXAS AND PACIFIC RECO., SURVEY, REEYES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, THENCE IN 44"55-45" E. A DISTANCE OF 846,7 FEET TO THE POINT OF SEGINNING OF A 14-70 ACRE CLEARING TIMITS:

THENCE N DIP49'31" L. A DISTANCE OF 9/0.00 FEET TO A POINT:
HENCE'S 88"14"39" E, A DISTANCE OF 1985.00 FEET TO A POINT:
THENCE'S 01"4"31" W. A DISTANCE OF 590.00 FEET TO A POINT:
THENCE N 88"14"39" W. A DISTANCE OF 1885.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING UMITS HAS A TOTAL AREA OF 14.70 ACRES, MORE OR 1555, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZUNE, NADB3 AS DETERMINED BY OPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

APA TIEV G PUSSILL

TOTAL TIMEORULATION
Strong G. Binack
France Lad (1990) (b)

"ACCESS EASEMENT"

A METES AND BOUNDS DESCRIPTION OF AN ACCUSS EASTAINT IN, OVER, ACROSS, AND THROUGH A 440 ACRE TRACT, GRANTED TO PIEPCE MINERAL LLLP, ET AL AS RECORDED IN VOLUME 572, PAGE 747, IN SECTION 34, BLOCK 57-12, RICYCS COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RE CO, SURVEY, RECYCS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIPTOR OF FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS; THENCE N 65" BEY 4" E. A DISTANCE OF 1802-99 FEETTO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

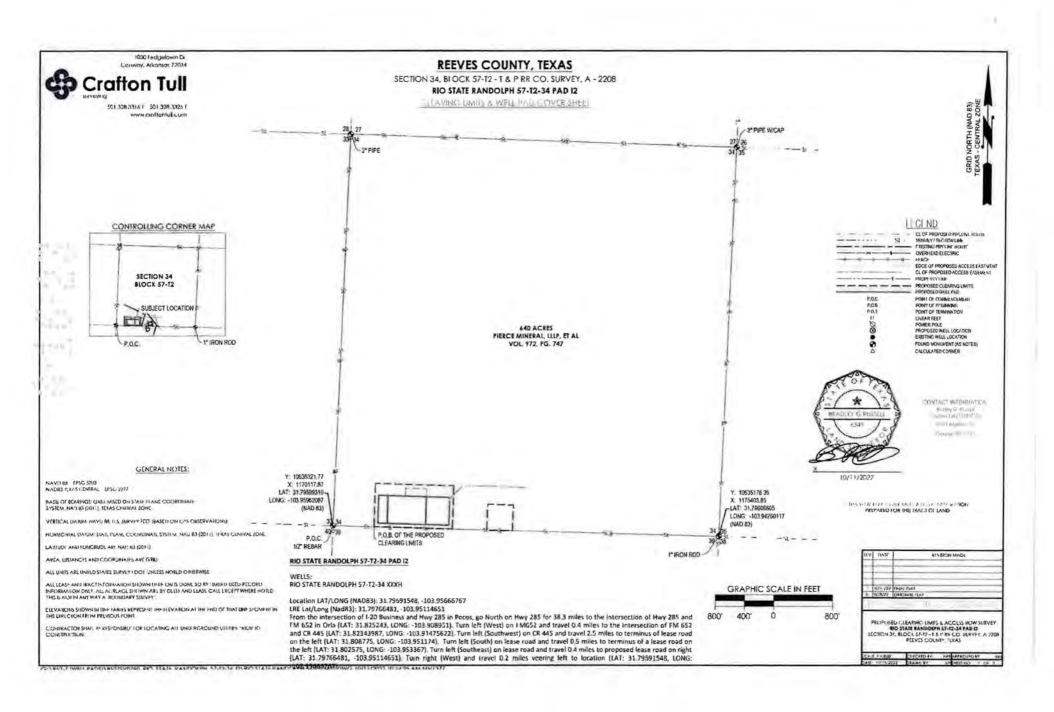
THENCE 5 34"08"03"E, A DISTANCE OF 239,46 FEET TO THE POINT OF FERMINATION: SAID POINT BEING N. 474333" W. A DISTANCE OF 355,65 FEET FROM A 1 INCH IBON ROD. MARKING IRE SOUTHEAST CORNER OF SECTION 34, BLOCK 5/12, REEVES COUNTY.

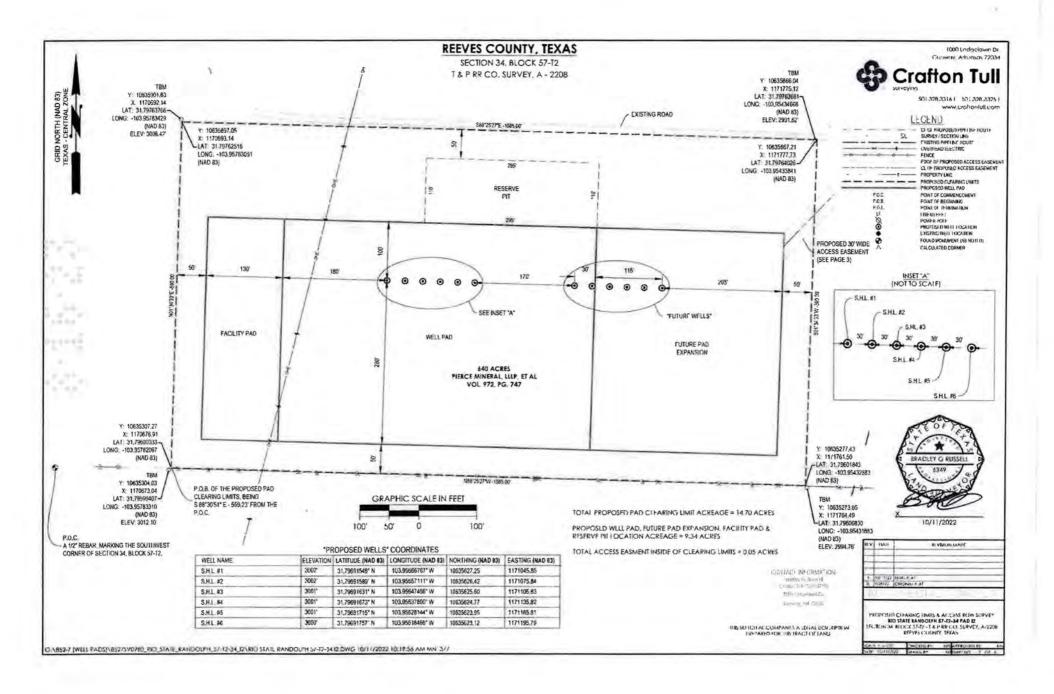
THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 239.46 FEET OR 14.51. RODS AND CONTAINS BLIE ACRES OF EASEMENT, MONE OR LESS, SUBJECT TO ALL SASEMENTS, AND RIGHTS-OT-WAY OF RECORD.

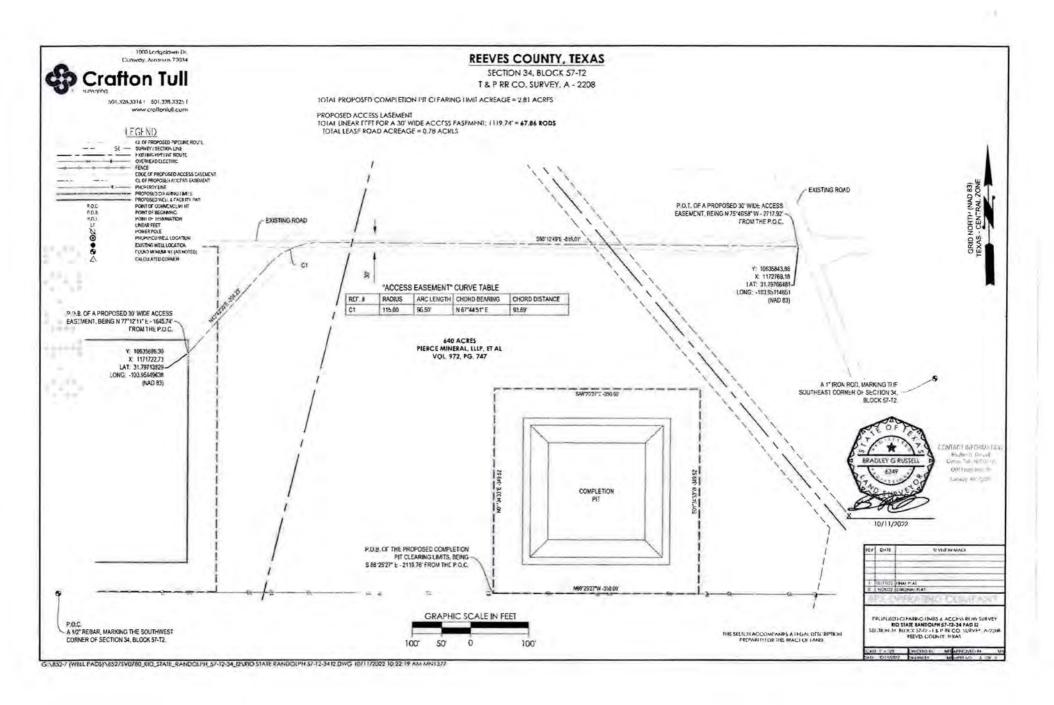
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE NADBY AS DETERMINED BY GPS OBSERVATION.

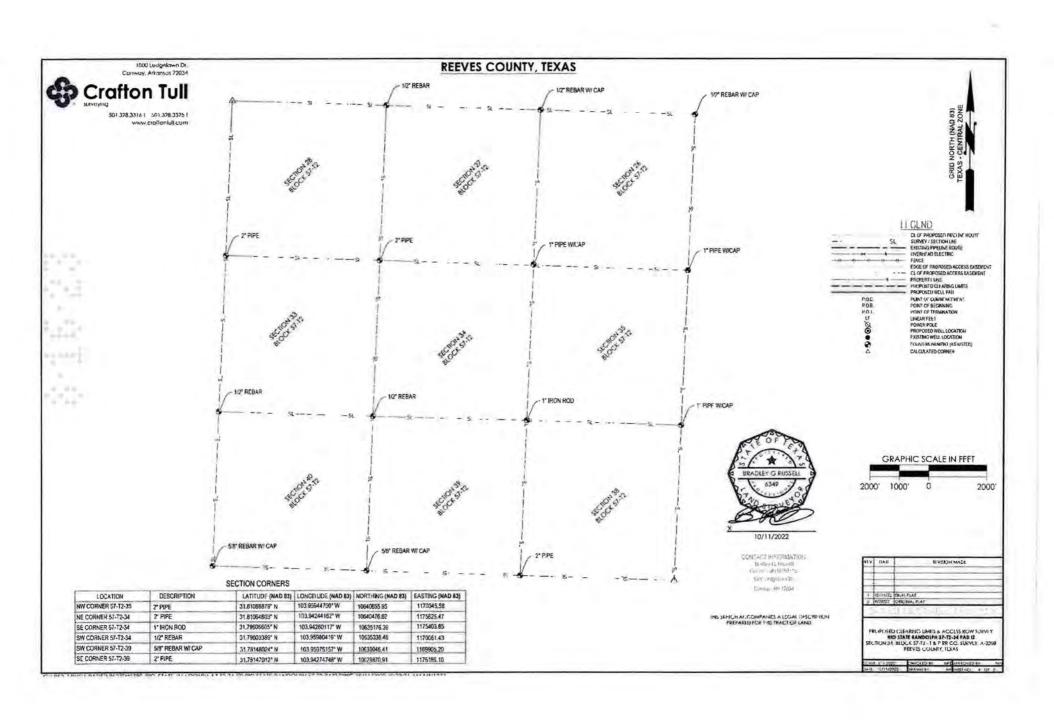
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

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REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-12 T & P RR CO. SURVEY, A - 2208

"RIO STATE RANDOLPH 57-12-34 PAD 12 CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14,70 ACRE CLEARING LIMITS BEING OUT OT A 640 ACRE TRACT, GRANTED TO MERCE MINERAL LILLY, ET AL AS RECORDED IN VOLUME YZZ. I/AGE 747, IN SECTION 38, ALCICK ST-YZ, REVYES COUNTY, IEXAS, BEING OUT OF ABSTRACT NUMBER 2208, IEXAS AND PACIFIC RECO. SURVEY, RECYCL COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A 1/2" INCH REBAR, MARRING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 37-72, REEVES COUNTY, TEXAS, THENCE \$ 88°90'51" E, A DISTANCE OF 559:23 FEET TO THE POINT OF BEGINNING OF A 14.70 ACRE. CLEARING LIMITS:

THENCE N 01/34/33 E, A DISTANCE OF \$90,01 FEET TO A POINT:
THENCE S 89°25/27 E, A DISTANCE OF 1085.00 FEET TO A POINT:
HENCE S 01°34/33 W, A DISTANCE OF 590,00 FELT TO A POINT.
THENCE N 88°25/27 W, A DISTANCE OF 1085.00 FECT TO THE POINT OF REGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A LOTAL AREA OF 14 /O ACRES, MORE OR LESS, SUBJECT TO ALL EASEMONTS AND RIGHTS-OT-WAY OF RECORD BASIS OF BEARINGS: LEXAS SLATE PLANE GRID. CENTRAL YONE, MADES AS DETERMINED BY GITS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY HELT

"COMPLLIION PIT CLEARING LIMITS"

A MITES AND BOUNDS DESCRIPTION OF A 2.81 ACRF CLEARING UMITS BEING OUT OF A 440 ACRC TRACT. CRANTED TO PIERCE MINERAL, LLLP, ET AL AS RECURDED IN YOLUMB 972, IPAGE 747, IN SPECION 34, BLOCK 5/42, REEVES GOUNLY, ISRAS, BUNG OUT OF ASSTRACT NUMBER 2208, ICXAS AND PACITIC; RE. CO., SURYLY, REEVES COUNTY, 15KAS, BING MORE YARRICULARLY LUSCRIBED AS FOLLOWS.

COMMENCING AT A 172" INCH REBAR, MARKING THE SOUTHWEST COKNER OF SECTION 34, BLOCK 57-12, BEEVES COUNTY, TEXAS, HENCE \$ 88°25'27" E, A DISTANCE OF 21 19,76 FEET TO THE POINT OF BEGINNING OF A 2.81 ACRE CLEARING UMITS.

HENCL N 01°34'33" E. A DISTANCE OF 349.52 FLET TO A POINT.
THENCE S 86"25"27 E. A DISTANCE OF 350.00 FEB TO A POINT.
HENCE S 01°44'33 W. A DISTANCE OF 349.52 FEB TO A POINT.
THENCE N 88"52"2" W. A DISTANCE OF 350.00 FCET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 281 ACRES, MORE ON LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. BASIS OF BEARINGS: TEXAS STATE FLANE CRID. CENTRAL ZONE, NADBS AS DETERMINED BY CIPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

ACCESS CASEMENT

A MEIES AND BOUNDS DESCRIPTION OF AN ACCESS EASEMENT IN, OVER, ACROSS, AND INFOUCH A 640 ACRE TRACT, GRANTEU TO PIEPCE MINERAL LLLP, E1 AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BYOCK 57-T2, REFYES COUNTY, IEXAS, BUNG OUT OF ABSTRACT NUMBER 2020B, IEXAS AND PACIFIC NE CO. SURVEY, REFVES COUNTY (EXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS).

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE N 77" [211" E. A DISTANCE OF 1645.74 FEET TO THE POINT OF REFINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT REINO 15 HEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERINE;

THENCE N 43"42"30" F. A DISTANCE OF 204,23 FEEL TO A POINT:
THENCE ALONG A CURYLLIO THE RIGHT HAVING A RADIUS OF 115,00 FEEL AN ARC
LENGTH OF 96.50 FEET, AND A CHORD BEARNG AND DISTANCE OF N 57"44"51" E. 93,69
LEET TO A POINT:

THENCE'S 88°12'49°15. A DISTANCE OF 819.01 FEET TO THE POINT OF FERMINATION, SAID POINT 8DING IN JAMASSE W. A DISTANCE OF 2717.92 FEET FROM A 1 INC.H FROM ROD, MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-72, BFFVFS COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE FOTAL LENGTH OF THIN 74 FEET OR 67.86 RODS AND CONTAINS 6/76 ACRES OF EASEMENT, MURE ON FESS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADB3 AS DETERMINED BY G05 OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FFFT



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PROTOSTED CELARING UMIS & ACTOLIS NOW SUPPER 190 TATE RANGOLPH 57-72-94 FAD D INCIDENTS MORE AND 18 FOR CO SERVEY ACTOR 241 WES COUNTY, IDEAS

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08/01/23



COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

VENDOR NUMBER:

MFOURS 344

Check made to Grandslam Trunchine

Block 57 T2 Sec. 34 A-2208

24701743

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 2330601453BPXML-CPS

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149 IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000516 ATTACHED BELOW

62-20 311

No. 6000000516

08/01/23

24701743

\$\$\$\$\$\$\$\$\$\$\$\$1,147.35

NOT VALID AFTER 6 MONTHS

One Thousand One Hundred Forty-seven and 35/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

77. "6000000516"



October 31, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Keystone-5/9 Electric & Checkmate to Grandslam Trunkline Damages Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas File MF048344

Mr. Bonn,

Please find enclosed the copy of the Paul Regnier - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus checks are: Check No. 6000000662 for \$6.77 for the State of Texas lease. Check No. 6000000516 for \$1,147.35 for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips
Surface Landman & Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell; 817.896.4300

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

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

8

COUNTY OF REEVES

8

This Memorandum of Surface and Subsurface Use Agreement is effective as of 27th day of June, 2023 (hereinafter "Memorandum") and is entered into by **Paul P. Regnier, Jr.**, whose address is 1128 Fountain View Drive, Houston, Texas 77057, (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective June 27,2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] GRANTOR:

By: ______

Name: Paul P. Regnier, Jr.

ACKNOWLEDGMENT

STATE OF ______

§

COUNTY OF ______

This instrument was acknowledged before me on the _____ day of _____, 2023 by Paul P. Regnier, Jr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her free act and deed.

Notary Public

IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written

above and is executed as of the date of each Acknowledgment attached hereto.

GRANTEE:

BPX Operating Company

By: Mindy Johnson Title: Attorney-in-Fact

STATE OF COLORADO

8

COUNTY OF DENVER

This instrument was acknowledged before me on the 11th day of October, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said Notary Public Pak company.

NICHOLE ROTHE Notary Public State of Colorado Notary ID # 20184042789 My Commission Expires 11-01-2026

EXHIBIT "A", PAGE 1 OF 2

A METES AND BOUNDS DESCRIPTION FOR A SURFACE SITE AND A CENTERLINE DESCRIPTION FOR AN ACCESS EASEMENT

PIERCE MINERAL, LLLP, ET AL

"6.83 ACRE SURFACE SITE"

A METES AND BOUNDS DESCRIPTION OF A SURFACE SITE 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 GRANITEE, 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°35′27″E A DISTANCE OF 4,193,23 FEET TO THE POINT OF BEGINNING OF A SURFACE SITE:

THENCE S 88°14 27" E.A. DISTANCE OF 247.35 FEET TO A POINT; THENCE S 02°48'23" W.A. DISTANCE OF 1,155.75 FEET TO A POINT; THENCE N 88°25'2" W.A. DISTANCE OF 267.50 FEET TO A POINT; THENCE N 03°48 12" E.A. DISTANCE OF 1,157.15 FEET RETURNING TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SURFACE SITE HAS A TOTAL AREA OF 297,563 SQUARE FEET OR 6.83 ACRES, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

30 WIDE ACCESS EASEMEN":

A CENTERLINE DESCRIPTION OF A PROPOSED ACCESS EASEMENT 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 57-12, REEVES COUNTY, TEXAS; THENCES 54°53°17" E A DISTANCE OF 4.792.86 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE S 88°25'37" E A DISTANCE OF 1,023.84 FEET TO A POINT;
THENCE N 83°25'03" E A DISTANCE OF 131.97 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 73°02'59" E A DISTANCE OF 1,871.59 FEET FROM A 1/2 INCH REBAR AT
THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,155,81 FEET OR 70,05 RODS AND CONTAINS 0,80 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, NADB3 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET





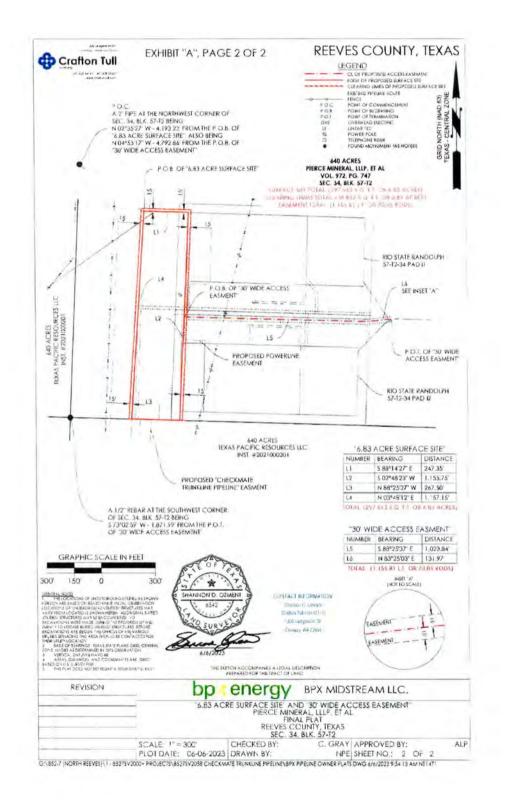


EXHIBIT "A", PAGE 1 OF 6 CENTERLINE DESCRIPTIONS FOR FIVE 15' WIDE EASEMENTS

TEXAS PACIFIC RESOURCES. LLC.

CENTERLINE DESCRIPTIONS OF 5 PROPOSED POWERLINES IN, OVER ACROSS, AND THROUGH A 64D ACRE-TRACT RECORDED IN VOLUME 972, PAGE 747, REEVES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT MUNBER 220B, TEXAS AND PACIFIC RALROAD COMPANY, ORIGINAL GRANTEE, MOYE PARTICULARLY DESCRIBED AS FOLLOWS:

"RIO STATE RANDOLPH PAD II 12 POWERLINE SEGMENT I"

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, RESVES COUNTY, TEXAS: THENCE'S 887257. FA DISTANCE OF 36728 FEB TO THE POINT OF BEGINNING OF A 14 FOOT WIDE EXEMENT SENIO 7, 50 FEEL ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERUNE:

THENCE IN 01°58'44" E.A. DISTANCE OF 62A.01 FEET TO A POINT: THENCE'S 689'14'36" E.A. DISTANCE OF 1.294.16 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 25°42'40" W.A. DISTANCE OF 07-364'29'EFEET FROM A. 1. INCH. IRON ROD AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,918,17 FEET OR 115-25 RODS AND CONTAINS 0.66 ACRES OF EASEMENT, MORE OR LESS LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

"RIO STATE RANDOLPH PAD IT IZ FOWERLINE: SEGMENT 2"

COMMENCING AT A 1/2 INCH REBAR. AT THÉ SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THEREOR A 77-12'S E A DISTANCE OF 872-35 FEET TO THE POINT OF BEGINNING OF A 15-FOOT WIDE EASTMENT BEING 7:50 FEET ON EACH SIDE OF THE FOLLOWING OESCHIEBED CENTER. IN:

THENCE N 01°45'24"E A DISTANCE OF 144,81 FEET TO A POINT: THENCE 5 88'14'28"E A DISTANCE OF 172. IS TEST TO THE POINT OF TERMINATION, SAID POINT BEING N 78'41'18"E VA DISTANCE OF 4.541 93' FEET FROM A 1. INCH IRON ROD AT THE SOUTHEAST CORNER OF SECTION 34. BLOCK 57-12. REEVES COUNTY. TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF \$16.94 FEET OR 19:21 RODS AND CONTAINS 0.11 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH PAD II 12 POWERLINE: SEGMENT 3"

COMMENCING AT A 1/2 INCH REBAR. AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 5/-12, REEVE).
COUNTY, TEXAS: THENCE IN 46-18 IS 5 & A DISTANCE OF 87-21 FEET TO THE POINT OF BEGINNING OF A 15
FOOT WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

THENCE'S 01°45'24" WIA DISTANCE OF 184.84 FEET TO A POINT, THENCE'S 88°25'25" EA DISTANCE OF 187.06 FEET TO THE POINT OF TERMWARTON, SAID POINT BEING IN 82°51'55" WIA DISTANCE OF 4.525.45 FEET FROM A 1 INCH BON ROD AT THE SOUTHEAST CORNER OF SECTION 31, BLOCK 37-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 351.90 FEET OR 21.33 RODS AND CONTAINS 0.12 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH PAD II 12 POWERLINE, SEGMENT 4"

COMMENCING AT A 1/2 INCH. REBAR. AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COURTY, TEXAS, THENCE N 67/01/05° E.A. DISTANCE OF 1,493.89 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE N. 01°49'24" E.A. DISTANCE OF 114:38 FEET TO A POINT: THENCE N. 40°24:07" W.A. DISTANCE OF 72.79 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N. 72°11:57" W.A. DISTANCE OF 4,055.12 FEET FROM A. 1. INCH IRON ROD, AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12. REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERINE HAS A TOTAL TENGTH OF 187,17 FEET OR 11.34 RODS AND CONTAINS BUG ACRES OF FASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CONTINUED ON PAGE 2





EXHIBIT "A", PAGE 2 OF 6 CENTERLINE DESCRIPTIONS FOR FIVE 15' WIDE EASEMENTS

TEXAS PACIFIC RESOURCES, LLC

CONTINUED FROM PAGE 1

"RIO STATE RANDOLPH PAD II 12 POWERLINE: SEGMENT 5"

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS; THENCE IN 65°0805" E A DISTANCE OF 1,445,71 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7,50 FEET ON EACH SIDE OF THE FOLLOWING CESCRIBED CENTERLINE:

THENCE'S 01°45'24" W. A DISTANCE OF 148.59 FEET TO A POINT:
THENCE'S 24°35'25" W. A DISTANCE OF 43,00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING
N 82°31'30" W. A DISTANCE OF 420'LDS FEET FROM A 1 INCH IRON ROD AT THE SOUTHEAST CORNER OF
SECTION 34, BLOCK 57-12. REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 211.59 FEET OR 12.82 RODS AND CONTAINS 0.07 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL FASEMENTS AND RIGHTS-OF-WAY OF RECORD.

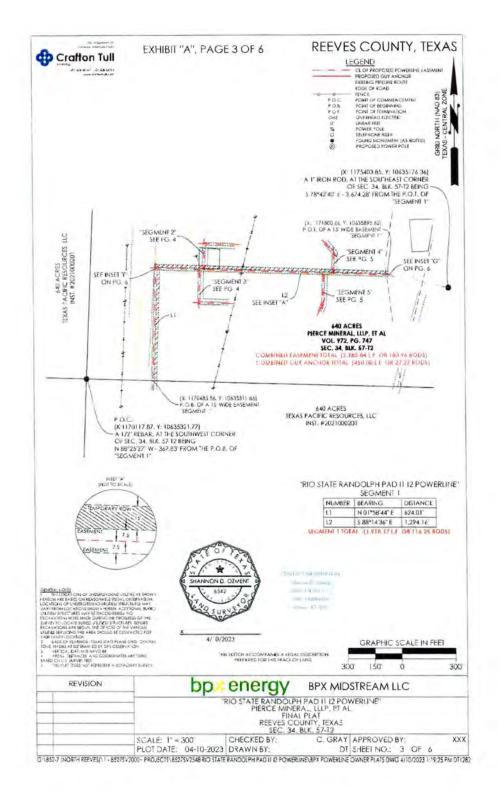
THE FIVE ABOVE DESCRIBED CENTERLINES HAVE A TOTAL LENGTH OF 2,963.36 FEET OR 179.59 RODS AND CONTAINS 3.01 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

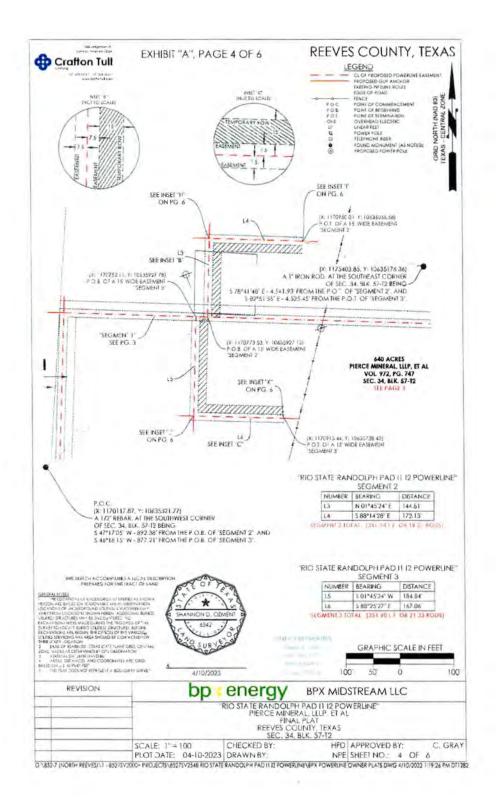
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADR3 AS DETERMINED BY GPS OBSERVATION.

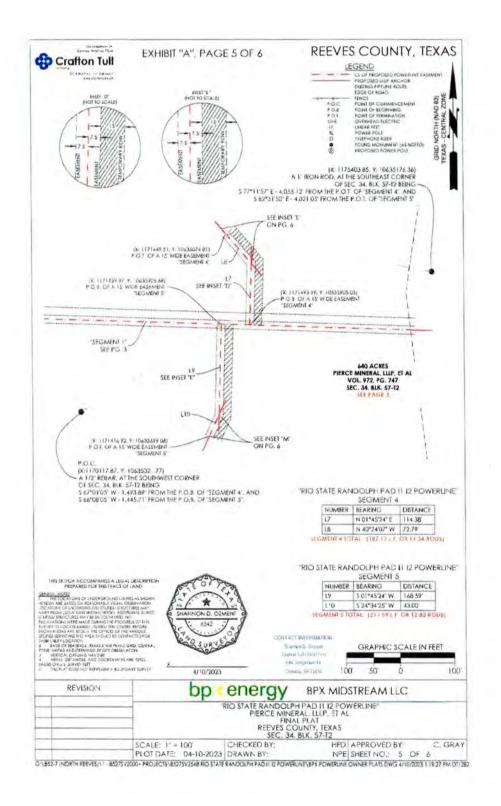
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET











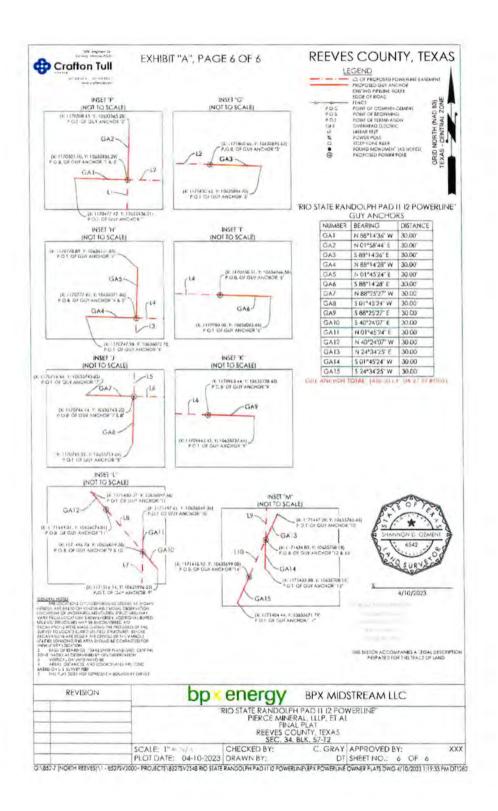


EXHIBIT "A", PAGE 1 OF 2 CENTERLINE DESCRIPTION FOR A 60' WIDE EASEMENT

PIERCE MINERAL LLLP. ET AL

"CHECKMATE TRUNKLINE PIPELINE":

A CENTERLINE DESCRIPTION IN, OVER, ACROSS, AND THROUGH A 640 ACRETRACT 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, 3LOCK 57-12, REEVES COUNTY, TEXAS; THENCES 88°03")." E A DISTANCE OF 2,532.03 FEET TO THE POINT OF BEGINNING OF A 50 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 1.4°49′10′ W A DISTANCE OF 24.91 FEET TO A POINT:
THENCE S 59°49′10′ W A DISTANCE OF 42.43 FEET TO A POINT:
THENCE S 1.4°49′10′ W A DISTANCE OF 1.146.06 FEET TO A POINT;
THENCE S 59°49′10′ W A DISTANCE OF 1.466.03 FEET TO A POINT;
THENCE S 59°49′10′ W A DISTANCE OF 1.466.03 FEET TO A POINT;
THENCE S 03°00′55′ W A DISTANCE OF 70.82 FEET TO A POINT;
THENCE S 03°00′55′ W A DISTANCE OF 70.82 FEET TO A POINT;
THENCE S 03°51′38′ W A DISTANCE OF 70.72 FEET TO THE POINT OF TERMINATION,
SAID POINT BEING N 22°37′05′ E A DISTANCE OF 1.238.68 FEET FROM A 1/2 INCH REBAR
AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEYES COUNTY, TEXAS.

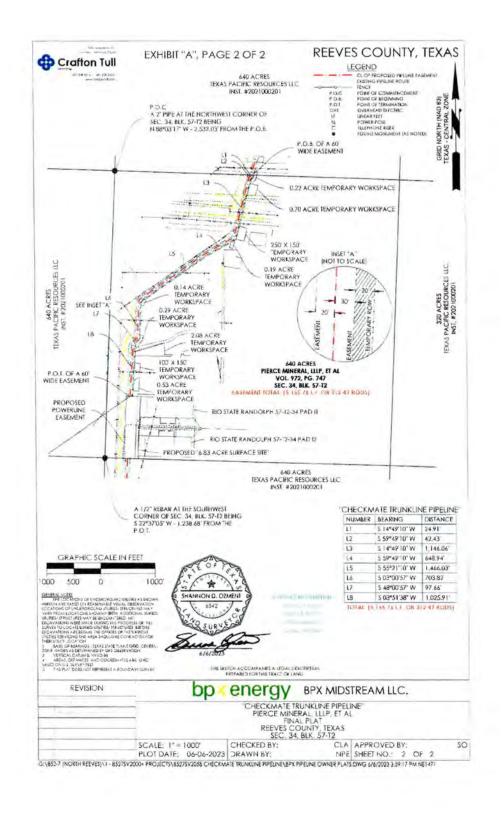
THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,155.76 FEET OR 312.47 RODS AND CONTAINS 7,10 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

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







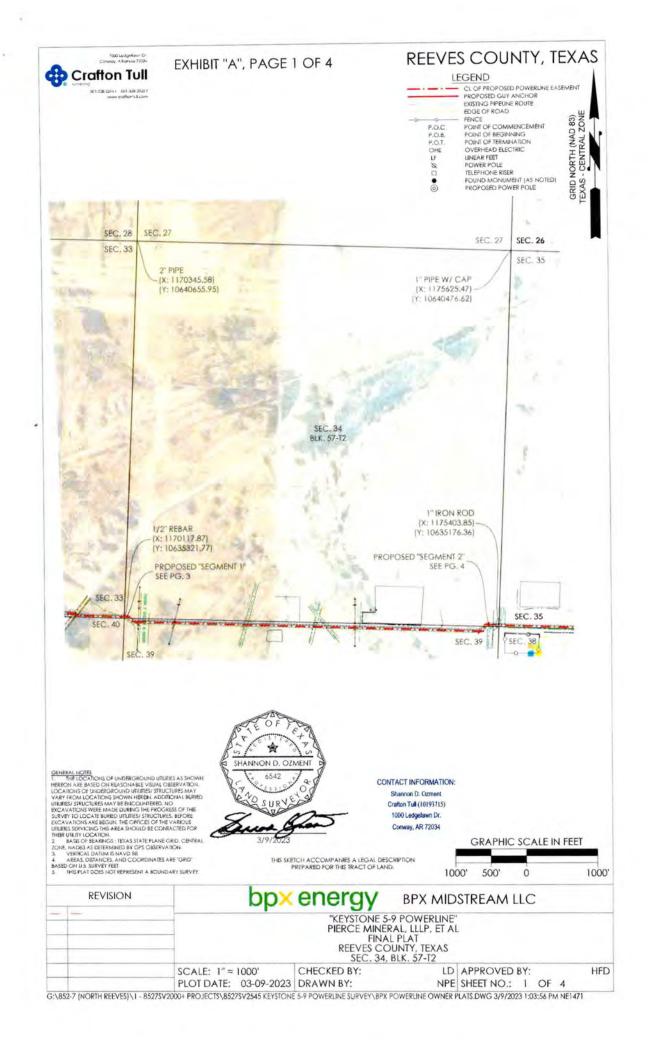


EXHIBIT "A", PAGE 2 OF 4 CENTERLINE DESCRIPTIONS FOR TWO 30' WIDE EASEMENTS

PIERCE MINERAL, LLLP, ET AL

CENTERLINE DESCRIPTIONS FOR TWO PROPOSED POWERLINES IN, OVER, ACROSS, AND THROUGH A 640 ACRE TRACT RECORDED IN VOLUME 972, PAGE 747, REEVES COUNTY, IEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYS, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"KEYSTONE 5-9 POWERLINE" SEGMENT 1:

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 02°26'40" E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE S 88°11'53" E A DISTANCE OF 30.29 FEET TO A POINT;
THENCE S 57°06'39" E A DISTANCE OF 28.63 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 88°25'27" W A DISTANCE OF 5,233.00 FEET FROM A 1 INCH IRON ROD
AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 58.92 FEET OR 3.57 RODS AND CONTAINS 0.04 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD:

"KEYSTONE 5-9 POWERLINE" SEGMENT 2:

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS; THENCE S 88°25'27" E A DISTANCE OF 5,106.35 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE N 46°49'18" E A DISTANCE OF 22.31 FEET TO A POINT;
THENCE S 88°10'42" E A DISTANCE OF 166.00 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 02°23'39" E A DISTANCE OF 15.00 FEET FROM A 1 INCH IRON ROD AT
THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 188.31 FEET OR 11.41 RODS AND CONTAINS 0.13 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

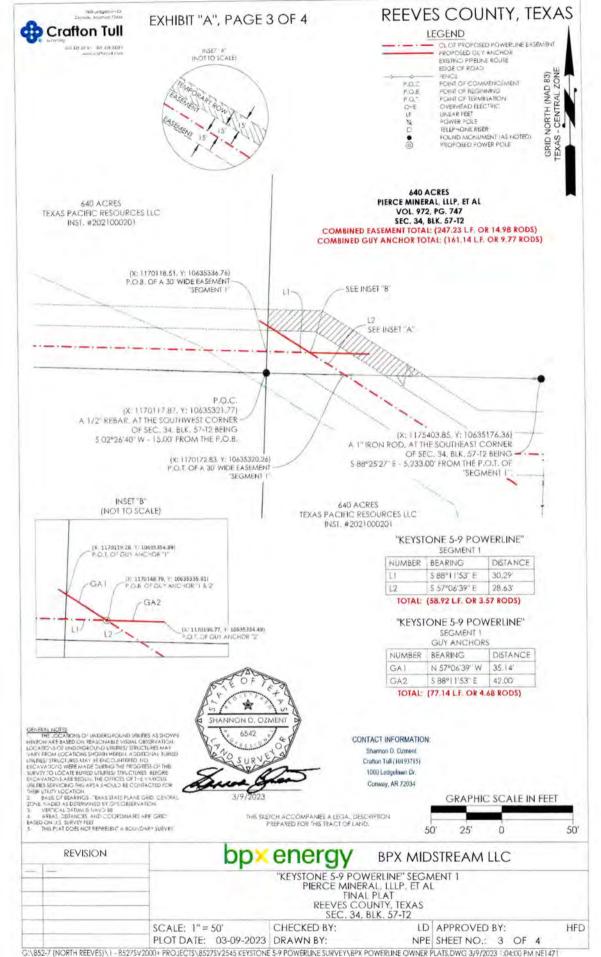
THE TWO ABOVE DESCRIBED CENTERLINES HAVE A TOTAL LENGTH OF 247.23 FEET OR 14.98 RODS AND CONTAINS 0.17 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

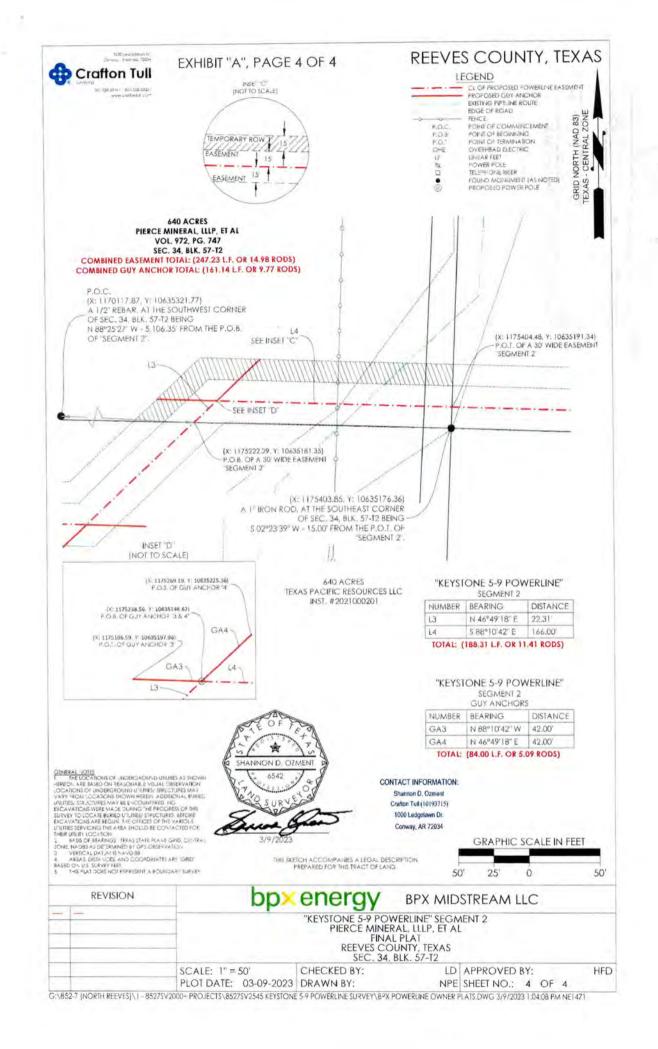
BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET









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Date Filed:	3/	and 8/	County
Date Filed:Commissi	3/ioner Dawn Buc	kingham, M.	24

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

bpx energy

10/05/23

2100023 01 SD T 6193

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-P00023 C10

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

VENDOR NUMBER:

TRACE NUMBER: 1493355312BPXML-CPS

MF048344 Yeystone-5/9 Electric Block 57. T2, Sec. 34 A-2208

Sur! Damas 5 10 one 11/7/23

24701742

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000662 ATTACHED BELOW

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1493355312BPXML-CPS

62-20

No. 6000000662

10/05/23

24701742

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AUSTIN TX 78701-149 \$\$\$\$\$\$\$\$\$\$\$\$\$\$6.77

NOT VALID AFTER 6 MONTHS

Six and 77/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

7 600000066211



October 31, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Keystone-5/9 Electric & Checkmate to Grandslam Trunkline Damages Block 57, Township 2, Section 34, A-2208

T&P RR Co Survey, Reeves County, Texas

File MF048344

Mr. Bonn,

Please find enclosed the copy of the Paul Regnier - State of Texas lease for Section 34, Block 57 T2 along with the State of Texas lease bonus checks.

The lease bonus checks are: Check No. 6000000662 for \$6.77 for the State of Texas lease. Check No. 6000000516 for \$1,147.35 for the State of Texas lease.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips
Surface Landman & Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF REEVES §

THIS SURFACE AND SUBSURFACE USE AGREEMENT ("Agreement") is made and entered into as of the 27th day of June, 2023 ("Effective Date"), by and between:

Paul P. Regnier, Jr., whose address is 1128 Fountain View Drive, Houston, Texas 77057 (hereinafter referred to as "Grantor"); and

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of the surface estate located in Reeves County, Texas and more particularly described as follows (hereinafter the "Property"):

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO SURVEY, A-2208, REEVES COUNTY, TEXAS8,

WHEREAS, Grantee owns oil and gas leases covering the Property, which said leases grant BPX the right to explore for and produce oil, gas and other hydrocarbons;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee (individually, as a "Party" and, collectively as the "Parties") agree as follows:

1. Grant, Grantor hereby grants, leases and conveys to Grantee, its successors and assigns, for the purposes and subject to the terms and conditions provided for in this Surface and Subsurface Use Agreement (the "Agreement") the right to use the surface and the subsurface of the Property, as may be reasonably necessary, for drilling operations to explore for and to produce oil, gas and other hydrocarbons from the Property, lands adjacent or any lands pooled therewith or intersected by a wellbore drilled hereunder on the terms set forth herein. The rights granted hereunder shall include the right to use the surface and subsurface of the Property, as may be reasonably necessary, for such drilling, deepening, reworking, and producing operations together with the incidental rights to use and utilize the described property to the extent and as may be reasonably necessary and incidental to such operations including, but not limited to, the right to place, maintain and operate the necessary drilling, deepening, reworking and producing equipment on said property, the right to drill into and through any subsurface formations underlying the Property, as well as any lands intersected by a wellbore drilled hereunder, whether or not pooled therewith, so that said well or wells may be drilled vertically, or they may be drilled directionally or horizontally to a point underlying the lands of others, the right to deviate and sidetrack the well bore or bores to such horizons as Grantee may, in its discretion desire; also the right to re-drill, rework, plug back, alter, or re-enter any well or wells that Grantee may in its discretion desire; the right and transport substances produced from the such operations through the subsurface whether those substances are produced from the Property, lands adjacent or any lands pooled therewith or lands intersected by

any wellbore drilled hereunder; and the right to build, maintain, and replace roads, pipelines, tanks, bridges and other structures and facilities as may be reasonably necessary for such operations, along with rights of ingress and egress to and across the Property as may be reasonably necessary to exercise and enjoy all the rights conveyed hereunder.

- 2. <u>Use of Surface</u>. Grantee shall notify Grantor of the intended location of all well pads, production pads, water wells, equipment, pits, roadways, flow lines, pipelines, valve sites, launcher/receiver sites, surface sites, electrical lines, fiber lines, telecommunication lines, gathering systems, aboveground temporary water lines and other aboveground appurtenances and shall notify Grantor of all construction operations on the Property before commencing such operations. Grantee shall conduct all operations in such a manner as to cause minimum damage to the surface of the Property. Grantee shall not store any equipment or personal property on the Property except for use in Grantee's operations.
- Restrictions on Grantor. Grantor shall not interfere with the use thereof by Grantee for
 the purposes for which the Agreement is granted. If Grantor unreasonably interferes with
 the enjoyment of the rights and easements herein granted, Grantee shall have the right to
 immediately remove the violation.
- 4. Payment. Grantee shall render all surface damage payments to Grantor as outlined in the Exhibit "A" attached to this Agreement prior to commence of construction operations, or at the applicable rate as stated in the Rate and Damage Schedule provided by The University of Texas System University Lands at the time said damage was incurred, whichever is greater.
- 5. Release. For and in consideration of the sums hereinabove provided for, Grantor does hereby release and discharge Grantee, its employees, agents, contractors, invitees, licensees from any and all losses, liabilities, claims and damages to the surface of the land and any and all appurtenances thereto as well as to fences, crops, timber, shrubs, fixtures, improvements, water wells, personal property, livestock thereon or injuries and damages to person or property resulting in any way or to any degree from the preparation and use of the Property. Grantor does hereby further agree and stipulate that the payment and acceptance of the consideration set forth above is full and complete payment, settlement, compromise, and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action arising directly or indirectly in connection with the above stated operations on the described premises by Grantee.
- 6. <u>Damages</u>. If, through its operations, Grantee causes damage to personal property, such as fences, livestock, crops, structures, culverts, ditches and irrigation systems, such damage shall be repaired or replaced at Grantee's discretion, or Grantee shall promptly pay Grantor for such damage at a price to the area agreed upon by Grantor and Grantee.
- Term. This Agreement shall be in effect for so long as Grantee, its successors, or assigns, use the Property in accordance with the terms of this Agreement.
- 8. Indemnification. BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION THEREFOR, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT, AND WILL NOT BE, LIABLE OR

BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE PROPERTY HEREBY CONVEYED, GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS ACCEPTED THE PROPERTY IN ITS CURRENT, "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, TITLE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF GRANTOR'S PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

- Counterparts; Signatures. This Agreement may be executed in multiple counterparts, and
 copies of signatures, whether by facsimile, photocopy, or electronic scans, shall be treated
 as originals for all purposes hereunder.
- 10. <u>Compliance with Laws</u>. This Agreement is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations, or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force. In addition, Grantee shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.
- 11. <u>Agreement Runs with Land</u>. This Agreement shall run with the land and shall be binding on the heirs, successors, assigns, and personal representatives of the undersigned. It is further agreed that this grant covers all the agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.
- 12. <u>Choice of Law.</u> This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without reference to its conflicts of law provisions.
- Environmental. Grantee agrees to comply with all laws, rules, and regulations (including but not limited to those relating to environmental) applicable to the governmental agency or agencies having jurisdiction.

- 14. <u>Default: Notice and Cure</u>. If either party believes that the other party is in default of any of its obligations under this Agreement, then prior to exercising any rights or remedies provided for in this Agreement or at law or in equity for such breach, the party alleging such breach must give written notice to the defaulting party of the existence of such default, specifying the action or omission constituting such default, and the defaulting party shall have thirty (30) days after receipt of such written notice to cure such default.
- 15. <u>Proportional Interest</u>. Should Grantor, whether one or more enters into this Agreement with Grantee and Grantor owns less than 100% of the surface estate both parties agree that payments based upon the schedule listed in Exhibit "A" shall be proportionally reduced to reflect Grantor's ownership in the surface estate.
- 16. <u>Titles and Headings</u>. The titles and headings used in this Agreement are for illustrative purposes only and shall not be construed as terms of this Agreement.
- 17. <u>Reclamation</u>. Within six (6) months after initial disturbance to a well pad, roads, pipelines, or other operations, except for areas required for current operations such as roads, the wellheads, permanent facilities, water pits, and area for future drilling and workover operation, Grantee shall restore all disturbed area to their original condition as nearly as practicable.
- 18. <u>Infrastructure</u>. Grantee is granted the right, at any time and from time to time, to remove from the Property all tanks, machinery, pipe and pipelines, fixtures, or any other structures or property placed on the Property by Grantee.
- 19. Subsurface Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns a subsurface easement or easements for the right to use a limited portion of the subsurface of the Property, for drilling, vertically, directionally and/or horizontally, deepening, reworking, testing, plugging back, placing, constructing, operating, maintaining, repairing, and replacing, in, under and through the Property for the drilling and production of oil, gas, gas liquids and other hydrocarbons, using, including but not limited to, drill pipes, drill bits, casing, tubing, testing devices, down hole equipment and accessories reasonably necessary.
- 20. Notice. Notices to Grantor and Grantee shall be in writing and mailed to the addresses stated above and shall be deemed given upon receipt when sent via United States Postal Service ("USPS") Certified Mail, return receipt requested, or overnight courier, including but not limited to Federal Express or United Postal Service ("UPS"). Payments shall be deemed given when deposited with the USPS, Federal Express or UPS in a properly addressed postage paid envelope. Either party may change its address for notice purposes at any time and from time to time during the term hereof, using the notice procedures described in this paragraph. Any notice given to Grantee shall be to the following address:

BPX Energy Inc. 1700 Platte Street, Suite 150 Denver, Colorado 80202

Attn: Permian Land Department

21. Memorandum. This Agreement shall not be filed in any public records. In lieu of filing this Agreement for record, Grantor and Grantee agree that a memorandum of this Agreement shall be filed of record in the county wherein the Property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Agreement shall control.

- 22. Warranty of Authority. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.
- 23. <u>Assignment</u>. This rights of either party herein may be assigned in whole or in part and the provisions hereof shall extend of the heirs, executors, administrators, successors, and assigns, but no change or division of ownership of the rights or payments due hereunder, however accomplished, shall operate to enlarge the obligations or dimmish the rights of this Agreement.
- 24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement. Any agreement, statement, or promise made by a Party which is not contained in or referenced in this Agreement, will not be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS] IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR:		
Ву:		
Name: Paul P. Regnier Jr,		
	ACKNOWLEDGMENT	
STATE OF	ğ,	
COUNTY OF	§.	
Paul P. Reguier Jr., to me kno	knowledged before me on the day of with to be the person described in and who execute the executed the same as his or her free act and dee	d the foregoing instrument
	Notary Public	

GRANTEE:

BPX Operating Company

By: Mindy Johnson

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO

§

COUNTY OF DENVER

This instrument was acknowledged before me on the May of October, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said company.

NICHOLE ROTHE
Notary Public
State of Colorado
Notary ID # 20184042789
My Commission Expires 11-01-2026

Notary Public

EXHIBIT "A", PAGE 1 OF 2

A METES AND BOUNDS DESCRIPTION FOR A SURFACE SITE AND A CENTERLINE DESCRIPTION FOR AN ACCESS EASEMENT

PIERCE MINERAL LLLP, ET AL

"6.83 ACRE SURFACE SITE"

A METES AND BOUNDS DESCRIPTION OF A SURFACE SITE IN, CYER, ACROSS, AND THROUGH A 640 ACRE TRACT RECORDED IN YOLUME 972, PAGE 747, REEYES COUNTY, TEXAS DEED RECORDS, BEING OUT OF ABSTRACT NUMBER 2208, L.B. HAYS, ORIGINAL GRANIER, 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 5 02°35'27" E A DISTANCE OF 4, 193, 23 FEET TO THE POINT OF BEGINNING OF A SURFACE SITE;

THENCE 5 88°14'27" E.A. DISTANCE OF 247.35 FEET TO A POINT;
THENCE S 02°48'23" W.A. DISTANCE OF 1,155.75 FEET TO A POINT;
THENCE N 88°25'27" W.A. DISTANCE OF 267.50 FEET TO A POINT;
THENCE N 03°48 12" E.A. DISTANCE OF 1,157.15 FEET RETURNING TO THE POINT OF REGINAING.

THE ABOVE DESCRIBED SURFACE SITE HAS A TOTAL AREA OF 297,563 SQUARE FEET OR 6.83 ACRES, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

30' WIDE ACCESS EASEMEN":

A CENTERLINE DESCRIPTION OF A PROPOSED ACCESS EASEMENT 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 GRANIEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH PIPE, AT THE NORTHWEST CORNER OF SECTION 34. BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE 5 04-53'17" E A DISTANCE OF 4,792.86 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE S 88°25'37" E A DISTANCE OF 1,023.84 FEET TO A POINT: THENCE N 83°25'03" E A DISTANCE OF 131.97 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 73°0259" E A DISTANCE OF 1.871.99 FEET FROM A 1/2 INCH REBAR AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12. REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,155,81 FEET OR 70.05 RODS AND CONTAINS 0.80 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





EXHIBIT "A"

Rate and Damage Schedule

Attached to and made a part of that certain Surface Lease Agreement between BPX Operating Company, as Lessor and Paul P. Regnier, Jr., as Lessee, as of effective date.

Lessee has agreed to pay, and Lessor has agreed to accept the following rate and damage schedule as full payment for any and all damages in connection with Lessee's operations on the Leased Premises under the terms of the Agreement:

1. WELL LOCATIONS AND OIL & GAS LEASE APPURTENANCES

- The location fee includes damages <u>exclusively</u> on the applicable company oil/gas lease for well location, tank battery on existing well pad, flowlines, power lines, etc. and use of existing roads for ingress/egress.
- · Damaged area includes pads, drilling/reserve pits, laydown area, etc.
- All other appurtenances (e.g., tanks located off well pad, meters, flowlines, power lines, etc.)
 will require surface damage payments as depicted herein.
- Caliche is <u>not</u> included in the location fee. Any caliche taken from Leased Premises, other than
 reclaimed caliche, requires payment for consideration.
- · Any new road access to a location requires a damage payment.
- LOCATION FEES ARE BASED ON TOTAL MEASURED DEPTH INCLUDING HORIZONTAL SECTION OF THE WELLBORE.

A. New Location - Including Multiple Wellbores on Same Pad

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$15,000.00
 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area) 	\$22,500.00
 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area) 	\$30,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$37,500.00
5. Each additional wellbore located on the same well pad	\$9,500.00

B. Re-Entry

	Damages
 Less than 4,000 feet measured depth (up to 90,000 sq. ft. damaged area) 	\$6,000,00
 4,000 feet to 7,999 feet measured depth (up to 140,000 sq. ft. damaged area) 	\$9,500.00
 8,000 feet to 13,000 feet measured depth (up to 200,000 sq. ft. damaged area) 	\$13,000.00
 Greater than 13,000 feet measured depth (up to 250,000 sq. ft. damaged area) 	\$16,500.00

C. Fresh Water Frac Pit Site

- Pit area calculated from the outside base of the berm. Unused pits must be closed by the end of primary term.
- All caliche must be returned to pit.

Consideration

1. Maximum 40,000 sq. ft. pit area

\$10,000.00

2. Pit area greater than 40,000 sq. ft.

\$0.20/sq. ft. over and above

C.I.

D. Stacked Rig

Damages

1. Stacked Drilling Rig

\$750,00/day

E. General Damages

Damages

1. Remediation of ground surface

\$0.12/sq. ft.

2. Off-pad construction

\$0.12/sq. ft.

3. Pad extensions

\$0.08/sq. ft.

4. Off-lease central tank battery

\$6,000.00

(up to 75,000 sq. ft.) (contract not required) 5, Off-lease central tank battery

(greater than 75,000 sq. ft.) (contract not required)

Min. \$0.08 sq. ft.

6. Temporary pipeline (supporting on-lease/in unit wells)

None

(not to exceed 120 days per placement of temporary pipeline)
7. Temporary pipeline (supporting off-lease/off-unit wells)

(not to exceed 120 days per placement of temporary pipeline)

\$1.00/linear foot

II. MATERIAL SALES

Fee

1. Caliche or Limestone

(for use on or off Leased Premises)

\$6.00/yd3

- 2. Reclaimed Caliche (for use on or off Leased Premises)
 - All reclaimed caliche must be completely removed down to ground level. After removal, the area must be ripped and/or reseeded if so requested by the Landowner.

None

3. Other Materials

Market Rate of the materials

 Opening of new material pit (in addition to any fees listed in II.1, through II.3.)

\$30,000.00

III. GEOPHYSICAL PERMITS

Damages

1, 2-D

\$3,000.00/mile

2.3-D

\$25.00/acre

3. Brush removal (by written permission only)

\$500/mile

4. If geophysical activity occurs during big game hunting season (in permit area) or during lambing season (potentially year round), an income loss assessment per affected acre is due from the permit holder to the Grazing Lessee. All such payments will be determined and monitored by Lessor personnel.

Hunting - Maximum \$4.00/acre* Lambing - Maximum \$6.00/acre*

^{*}Separate payment required, delivered to Lessor's office, payable to grazing lessee.

IV. ROADS

Consideration/Damage

Consideration

\$70.00/rod 1. Road

PIPELINE EASEMENTS

	Consideration
1. Less than 6"	\$60.00/rod
2. 6" to Less than 12"	\$90.00/rod
3, 12" to Less than 24"	\$140.00/rod
4. 24" or Greater	\$240,00/rod

MAINTENANCE OF ALL PIPELINE EASEMENTS VI.

Damages	
\$45,00/rod	
None	
None	
\$0.08/sq. ft.	

VII. UTILITY LINE EASEMENTS

	Constactation
1. Less than 30,000 volts line capacity (maximum width 30 feet)	\$35.00/rod
 30,000 volts line capacity but less than 69,000 volts line capacity (maximum width 30 feet) 	\$40.00/rod
 69,000 volts line capacity but less than 138,000 volts line capacity (maximum width 60 feet) 	\$135.00/rod
 138,000 volts line capacity but less than 300,000 volts line capacity (maximum width 80 feet) 	\$185.00/rod
 300,000 volts line capacity but less than 345,000 volts line capacity (maximum width 145 feet) 	\$275.00/rod
 345,000 volts line capacity and above volts line capacity (maximum width 180 feet) 	\$340.00/rod
7. Fiber optic or telephone line (line serving fewer than 100 end users)	\$2.00/rod
8. Fiber optic or telephone line (line serving 100 or more end users)	\$4.00/rod

VIII. Water Sales for Drilling and Completion

- Water fees are based on total measured depth including horizontal section of the wellbore.
- · Payment due for each oil & gas well if and only if Lessor's water well is used on the premises.

 No Fee shall be due if Lessee provides its own water source. 	
	Fee
 Water used for drilling & completion of one oil or gas well on Lands 	See a. & b.
a. Less than 4,000 feet measured depth	\$9,500.00/oil or gas well
b. 4,000 feet to 7,999 feet measured depth	\$16,500.00/oil or gas well
c. 8,000 feet to 13,000 feet measured depth	\$26,500.00/oil or gas well

		See Below
2. Water used for	re-entry of plugged well	
a. Less than	1 4,000 feet measured depth	\$6,500.00/oil or gas well
b. 4,000 fee	et to 7,999 feet measured depth	\$12,000.00/oil or gas well
c. 8,000 fee	et to 13,000 feet measured depth	\$19,000.00/oil or gas well

IX. SALTWATER DISPOSAL CONTRACTS (SWD)

d. Greater than 13,000 feet measured depth

d. Greater than 13,000 feet measured depth

(Disposal of water produced from oil and gas operations)

A. Operator of Lessor's Oil and Gas Lease - Operates Water Disposal Well Located on the Lease - Pipeline Transport Only

Consideration

\$34,500.00/oil or gas well

\$46,000.00/oil or gas well

1. Lessor's leases only (disposal of produced water from	multiple
Lessor's leases by single or multiple operators)	

Prepaid \$10,000.00 for 5-year term plus \$0.08/bbl injected into the disposal well

Lessors and non-Lessor's leases commingled (disposal of water produced from both Lessor's leases and non-Lessor's leases by one or more operators) Prepaid \$12,500.00 for 5-year term plus \$0.10/bbl injected into the disposal well

 All new Saltwater Disposal Wells must pay a location fee in addition to the fees listed above. See A. above for location fees required.

File No.	48344
Sur	f Amesia
	7 18/70
Date Filed:	2/01/47
Commissioner I	Dawn Buckingham, MAD.
Ву:	1

2100002 01 SD

T 6238

1700 N CONGRESS AVE AUSTIN TX 78701

COMMISSIONER OF THE TEXAS GENERAL L

-P00002 C10

bpx energy MFO 483 44

PG 1 OF 1

Suntace Damages V Dane 1/3/2

VENDOR NUMBER:

TRACE NUMBER: 1505872849BPXML-CPS

State MF048344 - Surface Domag. BPX State project Rigstate Completion Pands Section 34-Block 57-TZ

24703240

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000007077 ATTACHED BELOW

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 1505872849BPXML-CPS

62-20

No. 6000007077

24703240

12/11/23

PAY TO THE ORDER OF

CITIBANK, N.A.

ONE PENN'S WAY, NEW CASTLE, DE 19720

COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AVE AUSTIN TX 78701

\$\$\$\$\$\$\$\$\$\$\$\$1,134.66

NOT VALID AFTER 6 MONTHS

One Thousand One Hundred Thirty-four and 66/100 Dollars

" 600000 70 7 7 III







December 19, 2023

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolp Pad II & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 – Completion Ponds T&P RR Co Survey, Reeves County, Texas MF048344

Dear Mr. Bonn,

Please find enclosed the copy of the Claude Wayne Cheatham State of Texas lease for Section 34, Block 57, T2 along with the State of Texas surface damage check.

The lease bonus check is Check No. 6000007077 for \$1,134.66, for the State of Texas.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Garah Phillips

Sarah Phillips Surface Landman and Right-of-Way Agent Optima Land Services, LLC 415 W. Wall St., Ste. 105 | Midland, TX 79701 Cell: 817.896.4300



Reeves County Evangelina N. Abila Reeves County Clerk

Instrument Number: 2023008413

Real Property Recordings

AGREEMENT

Recorded On: November 29, 2023 08:50 AM

Number of Pages: 25

" Examined and Charged as Follows: "

Total Recording: \$118.00

******** 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:

Record and Return To:

Document Number:

2023008413

BPX ENERGY

Receipt Number:

20231121000050 Recorded Date/Time: November 29, 2023 08:50 AM 1700 PLATTE STREET SUITE 150

User:

Rebecca G

DENVER CO 80202

Station:

CLERK07



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

Evangelina N. Abila Reeves County Clerk Reeves County, TX

Evangelina N. alila

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

MEMORANDUM OF SURFACE AND SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS	§		
COUNTY OF REEVES	§		
	after "Memorandu	Subsurface Use Agreement im") and is entered into by C obbs, New Mexico 88242, (laude Wayne Cheatham

BPX Operating Company, whose address is 501 Westlake Park Boulevard, Houston, Texas 77079 ("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Surface and Subsurface Use Agreement dated effective _______, 2023 (hereinafter "Agreement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can use the surface and subsurface on the following described lands:

ALL OF SECTION 34, BLOCK 57, TOWNSHIP 2, T&P RR CO, REEVES COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed on record.

The provisions of the Agreement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]



IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR:

Name: Claude Wayne Cheatham

ACKNOWLEDGMENT

STATE OF

This instrument was acknowledged before me on the a day of _ by Claude Wayne Cheatham to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

State of New Mexico Notary Public Judith L Williams Commission Number 1111935 Expiration Date 04/08/2027

Notary Public



GRANTEE:

BPX Operating Company

By: Mindy Johnson

Title: Attorney-in-Pact

STATE OF COLORADO

8

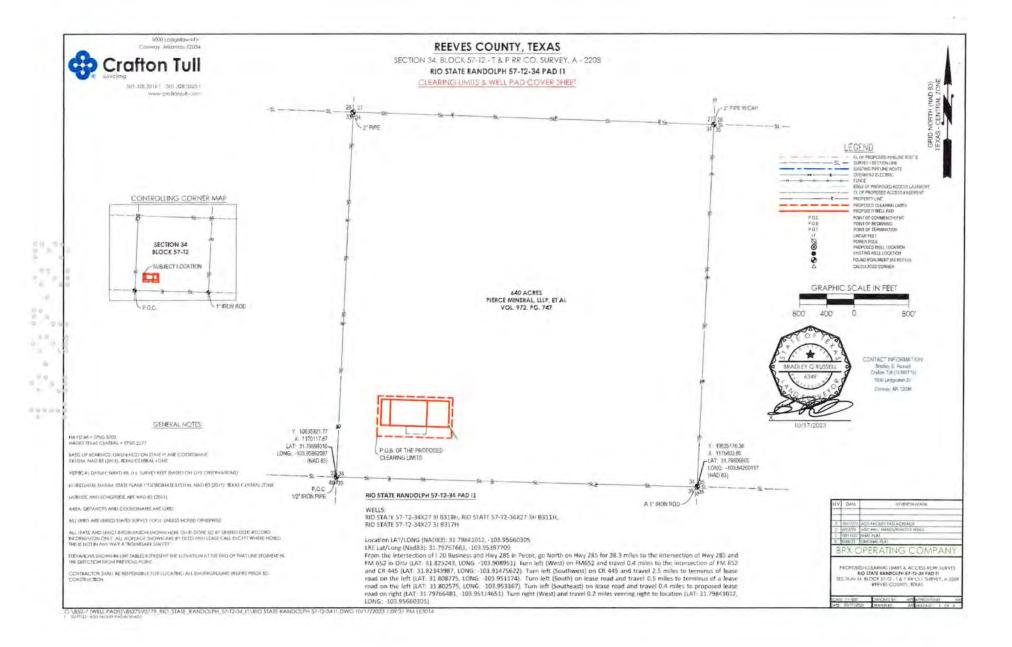
COUNTY OF DENVER

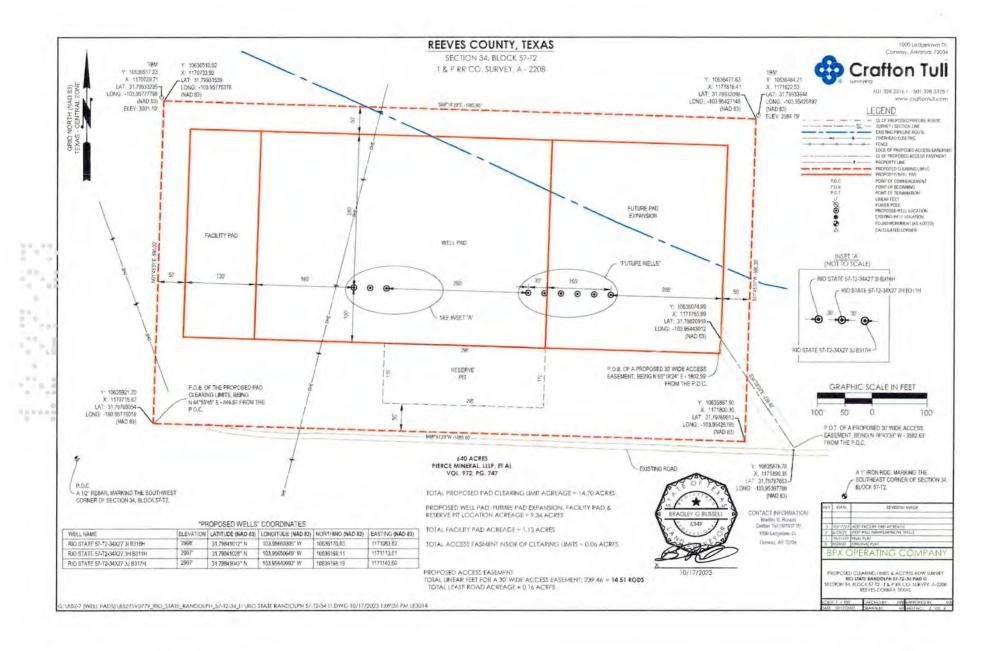
8

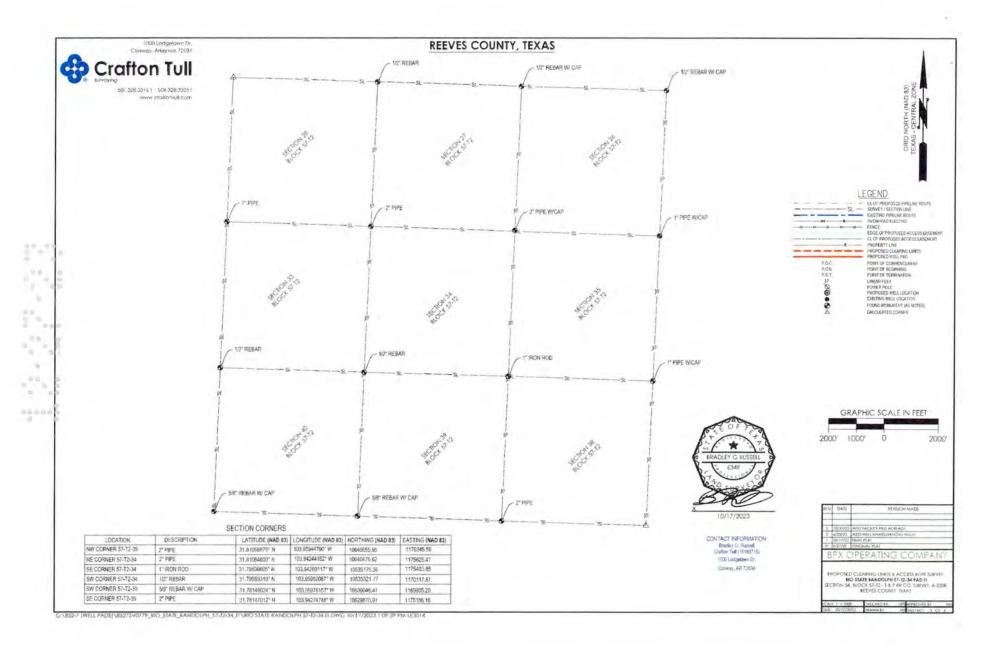
This instrument was acknowledged before me on the 24 day of October, 2023, by Mindy Johnson, as Attorney-in-Fact for BPX Operating Company, on behalf of said company.

Notary Pu

NICHOLE ROTHE
Notary Public
State of Colorado
Notary ID # 20184042789
My Commission Expires 11-01-2026









REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-T2 T & P RR CO. SURVEY, A = 2208

RIO STATE RANDOLPH 57-12-34 PAD IT CLEARING LIMITS"

A METES AND BOUNDS DESCRIPTION OF A 14.71 ACRE CLEARING LIMITS BEING-OUT OF A 640 ACRE TRACT, GRANIED TO PIERCE MINERAL, LLIP, ET AL AS RECORDED IN VOLUME 922, PAGE 747, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS. BEING OUT OF ABSTRACT NUMBER 2208, TEXAS AND PACIFIC RR. CO. SURVEY. REEVES COUNTY, TEXAS. BEING MORE PARTICUL ARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, RELYES COUNTY, TEXAS: THENCE IN 44"55'45' E. A DISTANCE OF 846-67 FEET TO THE POINT OF BEGINNING OF A 14,70 ACRE CLEARING LIMITS

THENCE N.01"45'31" E. A. DISTANCE OF 590.00 FFET TO A POINT;
THENCE'S 88"1429" E. A. DISTANCE OF 1085.00 FEET TO A POINT;
THENCE S.01"45'31" W. A. DISTANCE OF 590.00 FEET TO A POINT;
THENCE N.88"1429" W. A. DISTANCE OF 1085.00 FEET TO THE POINT OF REGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES. MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZUNE, NADBS AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

'ACCESS EASEMENT'

A METES AND BOUNDS DESCRIPTION OF AN ACCESS FASEMENT IN, OVER, ACROSS, AND THROUGH, A 640 ACRE TRACT. GRANTED TO PIERCE MINERAL, LLLP, ET AL AS RECORDED IN VOLLIME 972, PAGE 747, IN SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS, BEING OUI OF ABSTRACT NUMBER 2208, TEXAS AND PACHIC RE CO, SURVLY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCLUREBAR, MARKING THE SOLITHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE IN 55"18"24" E. A DISTANCE OF 1802,99 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS EASEMENT BEING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTRELINE:

THENCE 5 34°08'03" E, A DISTANCE OF 239.46 FEET TO THE POINT OF TERMINATION; SAID POINT BEING N 78°43'33" W. A DISTANCE OF 3582.45 FEET FROM A 1 INCH IRON ROD, MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY,

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 239.46 FEET OR 14.51 RODS AND CONTAINS 0.16 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO ALL EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

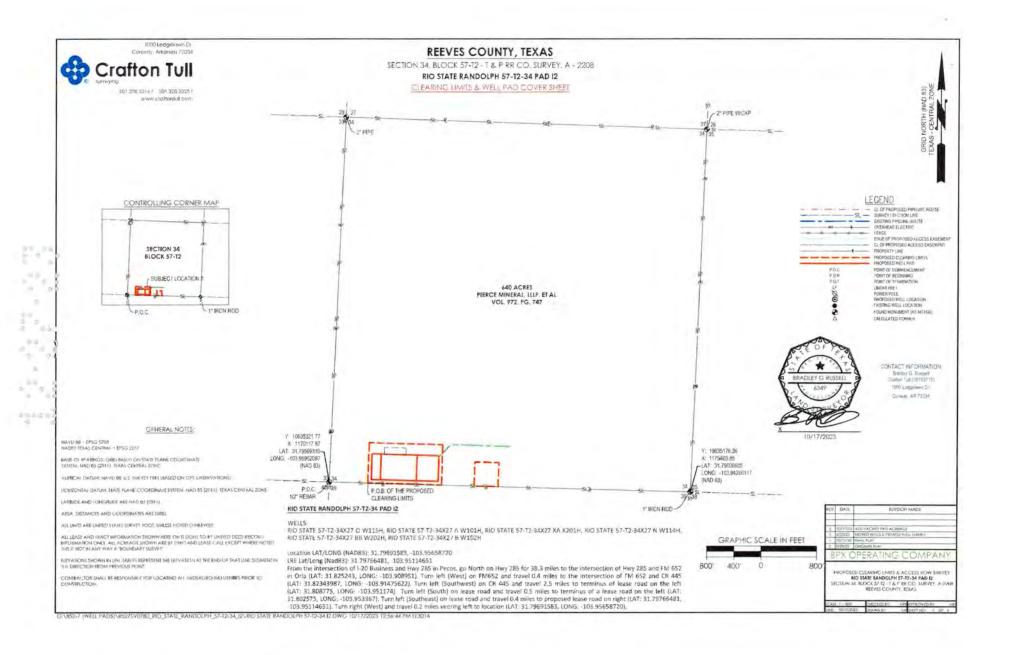
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADB3 AS DETERMINED BY GPS OBSERVATION.

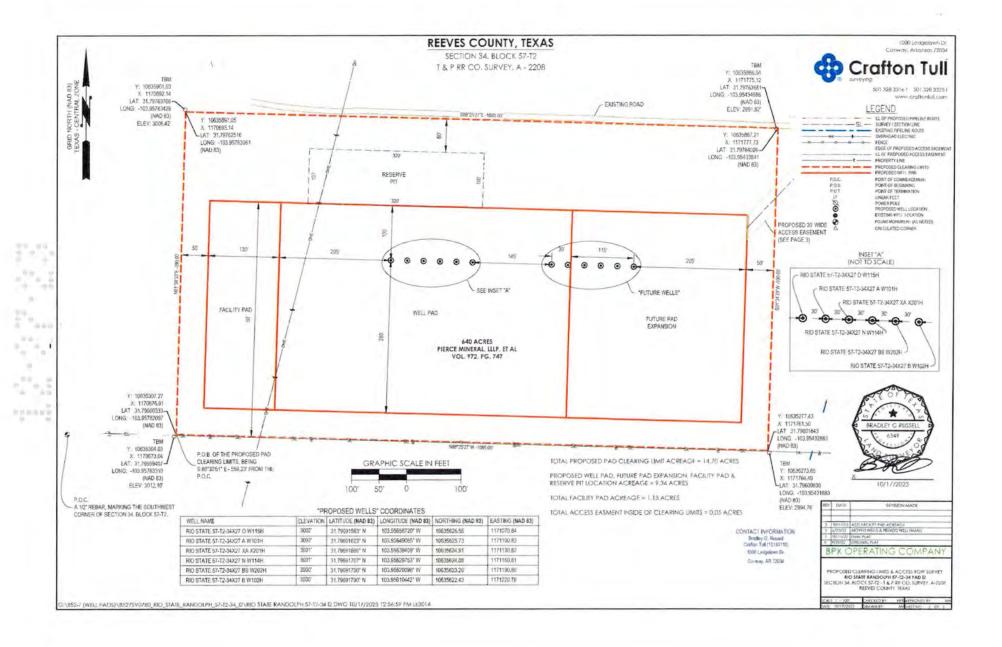
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

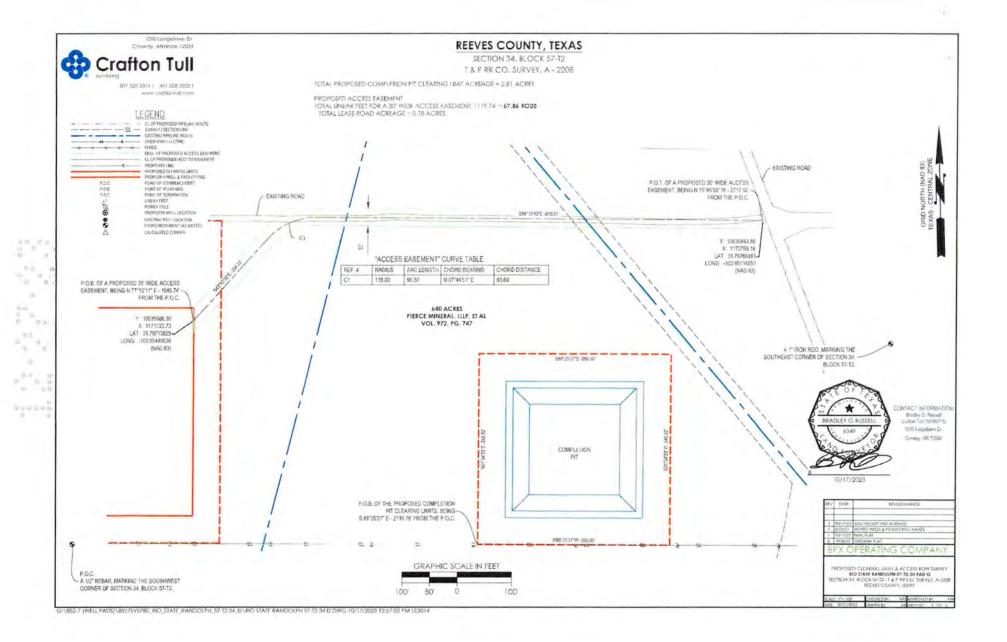


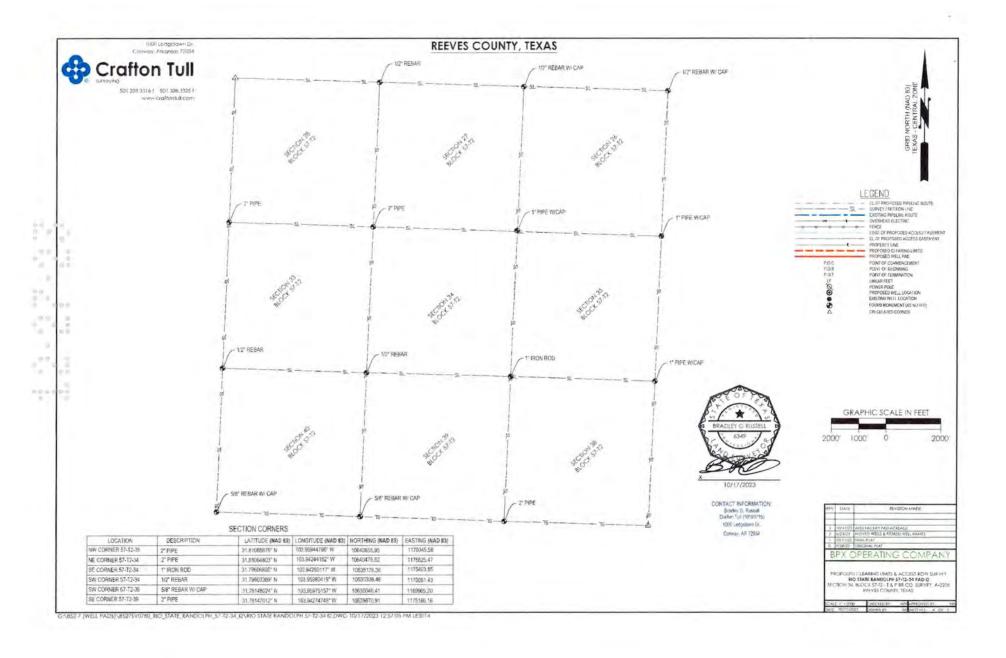
CONTACT INFORMATION: Bradley G Russell Crafton Tell (10153715) 1000 Ladgelinen Dr. Conway, AR 72014

MEV	DIATE	REVISION MADE				
-						
21	A/23/23	VDO MAY NAW DATE WHITH				
0.1	10/11/22	DIAL PLAT				
0.5	R/28/TZ CHISSNAL FLAT					
B	PX	DPERATING COMPANY				
	85	OCIEARING HAIRS & ACCESS ROW SURYEY O STATE RANDOLPH 57-17-34 PAD H NOCE 57-12 - I & P.R.R. CO. SURYEY, A-2208 REEVIS COUNTY, TEXAS				
Ćė	EDR/A	CHECKED SY. NESAPPROVED BY ME				
TAIL	18977723	23 DRAWNEY WENGIND 4 OF 4				











REEVES COUNTY, TEXAS

SECTION 34, BLOCK 57-72 T & P RR CO. SURVEY, A - 2208

RIO STATE RANDOLPH 57-12-34 PAD 12 CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 14.70 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRE TRACT, GRANTED TO PICRCE MINERAL LUR, ET AL AS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2206, TEXAS AND PACIFIC RP. CO. SURVEY, REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY TEXAS: THENCE S B8"30"51" E. A. DISTANCE OF 559:23 FEET TO THE POINT OF BEGINNING OF A 14:70 ACRE CLEARING LIMITS

THENCE N 01/34/33" E. A DISTANCE OF 590,00 FEET TO A POINT: THENCE'S 88"25'27" E. A DISTANCE OF 1085,00 FEET TO A POINT, THENCE S 01°34'33" W. A DISTANCE OF 590.00 FEET TO A POINT. THENCE N 88"25"27" W. A DISTANCE OF 1085,00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 14.70 ACRES, MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADES AS DETERMINED BY GPS OBSERVATION

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

COMPLETION PIT CLEARING LIMITS

A METES AND BOUNDS DESCRIPTION OF A 2.81 ACRE CLEARING LIMITS BEING OUT OF A 640 ACRETRACT, GRANTED TO PIERCE MINERAL LLIP, IT ALAS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-12, REFVES COUNTY, TEXAS BEING OUT OF ABSTRACT NUMBER 2208 TEXAS AND PACIFIC RE CO. SURVEY. REEVES COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE'S 88°25°27" E. A DISTANCE OF 2119.76 HEFT TO THE POINT OF BEGINNING OF A 2.81 ACRE CLEARING LIMITS

THENCE N 01°34'33" E. A DISTANCE OF 349 52 FEET TO A POINT: THENCE S 88°25°27" E. A DISTANCE OF 350.00 FFFF TO A POINT: THENCE S 01"34"33" W. A DISTANCE OF 349.52 FEET TO A POINT THENCE N 88"25"27" W. A DISTANCE OF 350,00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CLEARING LIMITS HAS A TOTAL AREA OF 2.81 ACRES. MORE OF LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. BASIS OF BEARINGS: TEXAS STATE PLANE GRID. CENTRAL LONE. NADISS AS DETERMINED BY GPS OBSERVATION

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

"ACCESS EASEMENT

A METES AND BOUNDS DESCRIPTION OF AN ACCESS BASEMENT IN, OVER ACROSS. AND THROUGH A 640 ACRE IRACT, GRANTED TO PIFRCE MINERAL, LLIF, ET ALAS RECORDED IN VOLUME 972, PAGE 747, IN SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS, BEING OUT OF ABSTRACT NUMBER 2208, TEXAS, AND PACIFIC RR CO., SURVEY REEVES COUNTY, TEXAS, BEING MORE HARTICULARLY DISCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR, MARKING THE SOUTHWEST CORNER OF SECTION 34. BLOCK 57-72. REEVES COUNTY, TEXAS: THENCE N 77° 1211° E, A DISTANCE OF 1645.74 FEET TO THE POINT OF BEGINNING OF A PROPOSED 30 FOOT WIDE ACCESS. EASEMENT BRING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE

THENCE N 43"42"30" E. A DISTANCE OF 204.23 FEET TO A POINT: THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, AN ARC LENGTH OF 96,50 FEET, AND A CHORD BEARING AND DISTANCE OF N 67"44"51" E 93,69

THENCE'S 88"12"49" E, A DISTANCE OF B19.01 FEET TO THE POINT OF TERMINATION; SAID POINT BEING N 75"46"58" W. A DISTANCE OF 2717.92 FEET FROM A 1 INCH IRON ROD. MARKING THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY.

THE ABOVE DESCRIBED HAS A CENTERLINE TOTAL LENGTH OF 11 19:74 FEET OR 67.86 RODS AND CONTAINS 0.78 ACRES OF EASEMENT, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NADISCAS DETERMINED BY GPS OBSERVATION

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET



CONTACT INFORMATION Badley G Russell Crafter Tull (10190715) 9000 Ledgeberr Dr. Doomey All 72034

REV	DATE	KOVISION MADE
1	10/1/723	ACIDIACUM NO ACHAGE
2	6/23/23	MOVED WELLS A PRIMOSE WELL MARKET
10	10/11/22	TAPINAMEN
6	WANGE:	CREASAL PLAT

BPX OPERATING COMPANY

PROPOSED CLEARING LIMITS & ACCESS NOW SURVEY NO STATE KANDOLPH 57-72-34 PAD IZ SECTION 34 BLOCK 57-12 - 1 & FRE CO. SURVEY, A-9206 REEVES COUNTY, THANS

EXHIBIT "A", PAGE 1 OF 4 CENTERLINE DESCRIPTIONS FOR THREE 15' WIDE EASEMENTS AND ONE 30' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

CENTERLINE DESCRIPTIONS OF FOUR PROPOSED POWERLINES 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:

"RIO STATE RANDOLPH PAD II 12 POWERLINE: SEGMENT I

COMMENCING AT A 1/2 INCH REBAR. AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES. COUNTY, TEXAS; THENCE 5 88*25*27" E.A. DISTANCE OF 367-83 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE N 01°58'44" E A DISTANCE OF 645.34 FEFT TO A POINT:
THENCE S 88°14"35" E A DISTANCE OF 1,327.77 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 78°17"34" W A DISTANCE OF 3,641.68 FEET FROM A 1 INCH IRON ROD AT THE SOUTHEAST CORNER OF SECTION 34. BLOCK 57-12. REFVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1.973.11 FEET OR 1.19.58 RODS AND CONTAINS 1.36 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH PAD II 12 POWERLINE: SEGMENT 2"

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 45°02'54" E A DISTANCE OF 888,2) FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE'S 61°45'23" WIA DISTANCE OF 182.35 FEET TO A POINT: THENCE'S 88°25'03" E.A. DISTANCE OF 218.00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING IN 82°30'25" WIA DISTANCE OF 4,483.35 FEET FROM A. I. INCH IRON ROD AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS,

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 400.35 FEET OR 24.26 RODS AND CONTAINS 0.14 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH PAD II 12 POWERLINE: SEGMENT 3"

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 46°23'58" E A DISTANCE OF 9D8.63 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 01°45'24" E.A. DISTANCE OF 142:32 FEET TO A POINT: THENCE S 88°14' 16" E.A. DISTANCE OF 120:00 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 78°34'10" W. A. DISTANCE OF 4,594.81 FEET FROM A. 1. INCH IRON ROD AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-72, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 262.32 FEET OR. 15.90 RODS AND CONTAINS 0.09 A CRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"RIO STATE RANDOLPH PAD IT 12 POWERLINE: SEGMENT 4"

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS: THENCE IN 59°57'37" E A DISTANCE OF 1,534.97 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE \$ 88"10"51" E. A. DISTANCE OF 278.48 FEET TO A POINT;
THENCE \$ 35"43" I I" E. A. DISTANCE OF 32.00 FEET TO A POINT;
THENCE \$ 00"50"35" W. A. DISTANCE OF 135.59 FEET TO THE POINT OF TERMINATION, SAID POINT BEING
N 78"32"24" W. A. DISTANCE OF 3,736.68 FEET FROM A. I. INCH IRON ROD AT THE SOUTHEAST CORNER OF
SECTION 34, BLOCK 57-12, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 447.07 FEET OR 27.10 RODS AND CONTAINS 0.15 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD,

THE FOUR ABOVE DESCRIBED CENTERLINES HAVE A TOTAL COMBINED LENGTH OF 3,082,85 FEET OR 186.84 RODS AND CONTAINS 1.74 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

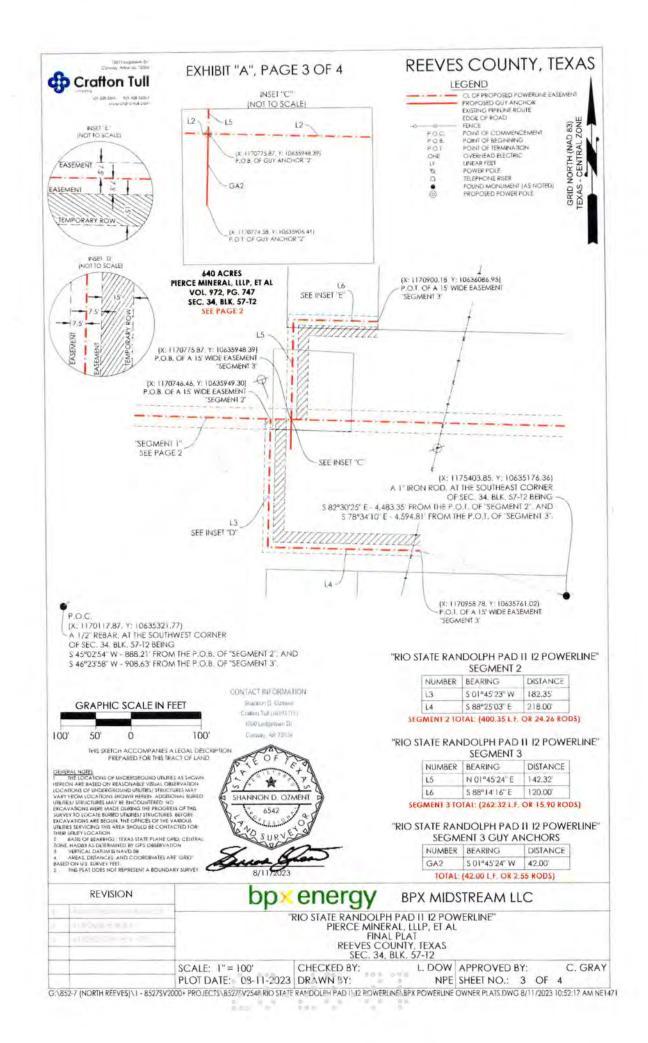
THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.



CONTACT INFORMATION
Sharmon D. Ogrigini
Contract pull (n) 971,511
1003 Ledgelium Dr.
Conway, AR 7,8054

YAR 959





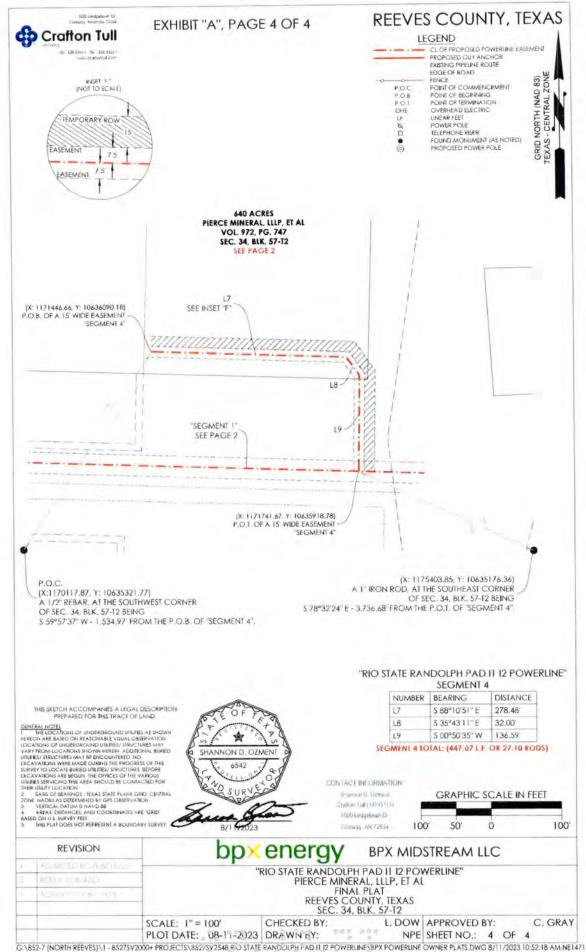


EXHIBIT "A", PAGE 1 OF 2

A METES AND BOUNDS DESCRIPTION FOR A SURFACE SITE AND A CENTERLINE DESCRIPTION FOR AN ACCESS EASEMENT

PIERCE MINERAL, LLLP, ET AL

"6.83 ACRE SURFACE SITE"

A METES AND BOUNDS DESCRIPTION OF A SURFACE SITE 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°35'27" E A DISTANCE OF 4, 193.23 FEET TO THE POINT OF BEGINNING OF A SURFACE SITE;

THENCE S 88°14'27" E A DISTANCE OF 247.35 FEET TO A POINT;
THENCE S 02°48'23" W A DISTANCE OF 1,155.75 FEET TO A POINT;
THENCE N 88°25'27" W A DISTANCE OF 267.50 FEET TO A POINT;
THENCE N 03°48'12" E A DISTANCE OF 1,157.15 FEET RETURNING TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SURFACE SITE HAS A TOTAL AREA OF 297,563 SQUARE FEET OR 6.83 ACRES, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"30" WIDE ACCESS EASEMENT":

A CENTERLINE DESCRIPTION OF A PROPOSED ACCESS EASEMENT 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 04°53'17" E A DISTANCE OF 4,792.86 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°25'37" E A DISTANCE OF 1,023.84 FEET TO A POINT:
THENCE N 83°25'03" E A DISTANCE OF 131.97 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 73°02'59" E A DISTANCE OF 1,871.99 FEET FROM A 1/2 INCH REBAR AT
THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 1,155.81 FEET OR 70.05 RODS AND CONTAINS 0.80 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.





Land to the fat

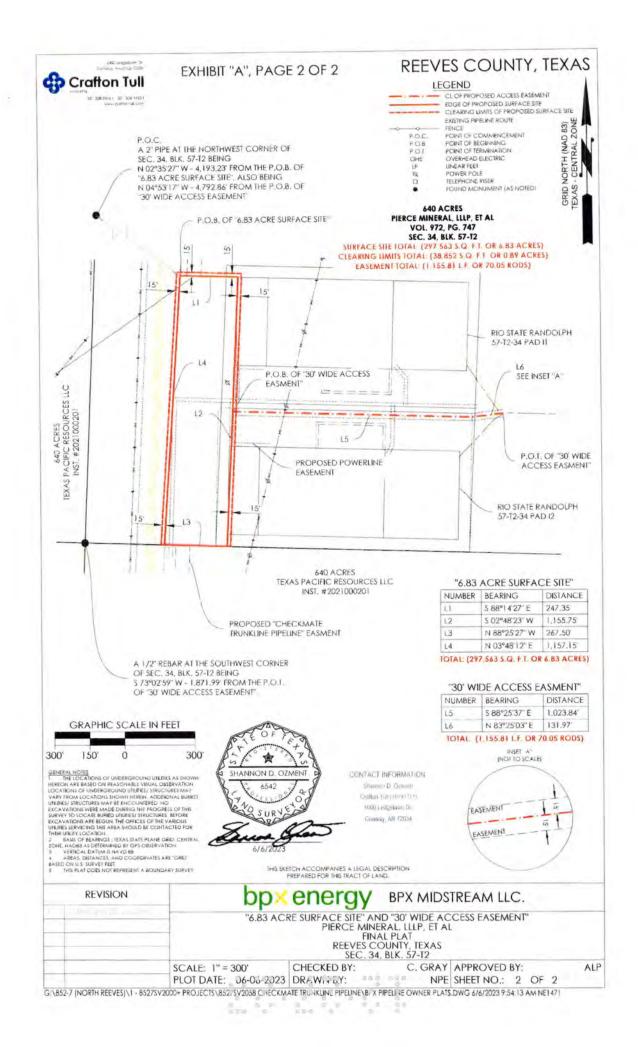


EXHIBIT "A", PAGE 1 OF 2 CENTERLINE DESCRIPTION FOR A 60' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

"CHECKMATE TRUNKLINE PIPELINE":

A CENTERLINE DESCRIPTION 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 88°03'17" E A DISTANCE OF 2,532.03 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

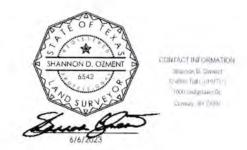
THENCE S 14°49'10" W A DISTANCE OF 24.91 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 42.43 FEET TO A POINT;
THENCE S 14°49'10" W A DISTANCE OF 1,146.06 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 648.94 FEET TO A POINT;
THENCE S 55°21'10" W A DISTANCE OF 1,466.03 FEET TO A POINT;
THENCE S 03°00'57" W A DISTANCE OF 703.82 FEET TO A POINT;
THENCE S 48°00'57" W A DISTANCE OF 97.66 FEET TO A POINT;
THENCE S 03°01'38" W A DISTANCE OF 1,025.91 FEET TO THE POINT OF TERMINATION,
SAID POINT BEING N 22°37'05" E A DISTANCE OF 1,238.68 FEET FROM A 1/2 INCH REBAR
AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,155,76 FEET OR 312,47 RODS AND CONTAINS 7.10 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

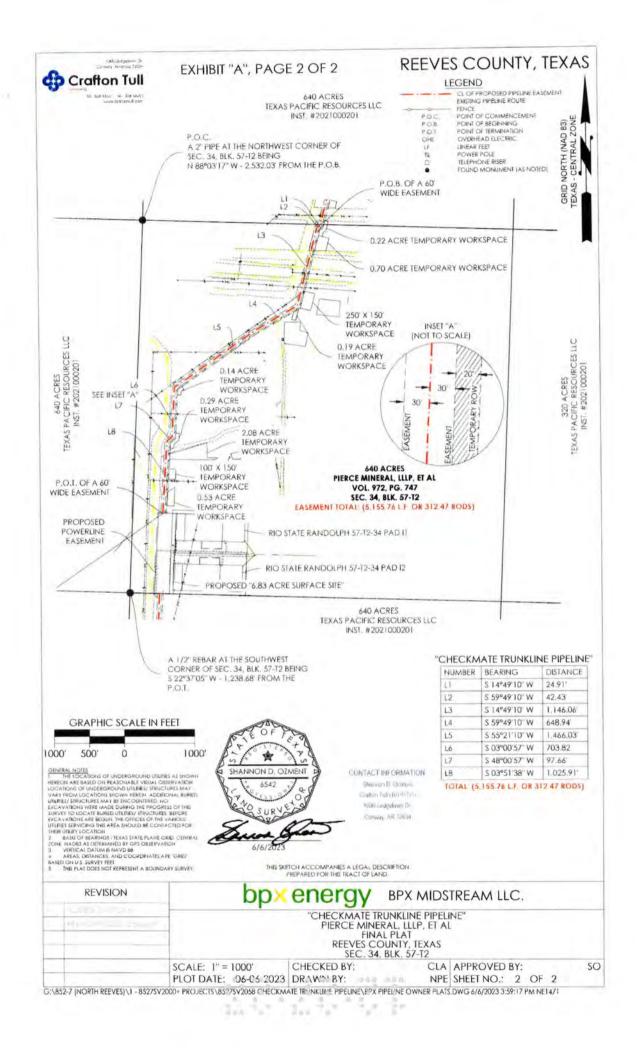
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.







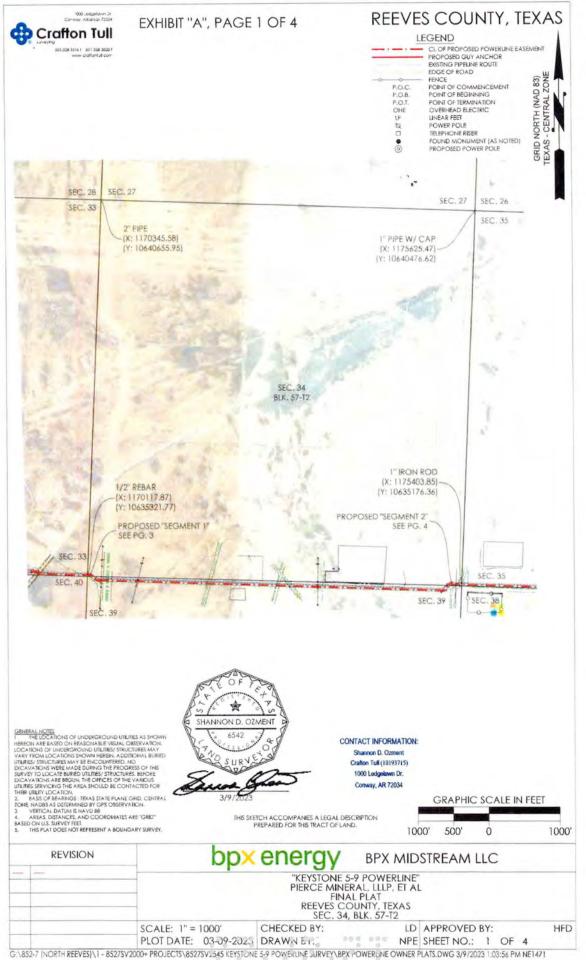


EXHIBIT "A", PAGE 2 OF 4 CENTERLINE DESCRIPTIONS FOR TWO 30' WIDE EASEMENTS

PIERCE MINERAL, LLLP, ET AL

CENTERLINE DESCRIPTIONS FOR TWO PROPOSED POWERLINES 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:

"KEYSTONE 5-9 POWERLINE" SEGMENT 1:

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE N 02°26'40" E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 88°11'53" E A DISTANCE OF 30.29 FEET TO A POINT;
THENCE S 57°06'39" E A DISTANCE OF 28.63 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 88°25'27" W A DISTANCE OF 5,233.00 FEET FROM A 1 INCH IRON ROD
AT THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 58.92 FEET OR 3.57 RODS AND CONTAINS 0.04 ACRES OF EASEMENT, MORE OR LESS, LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

"KEYSTONE 5-9 POWERLINE" SEGMENT 2:

COMMENCING AT A 1/2 INCH REBAR, AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS; THENCE S 88°25'27" E A DISTANCE OF 5, 106, 35 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE N 46°49'18" E A DISTANCE OF 22.31 FEET TO A POINT;
THENCE S 88°10'42" E A DISTANCE OF 166.00 FEET TO THE POINT OF TERMINATION, SAID
POINT BEING N 02°23'39" E A DISTANCE OF 15.00 FEET FROM A 1 INCH IRON ROD AT
THE SOUTHEAST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 188.31 FEET OR 11.41 RODS AND CONTAINS 0.13 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 247,23 FEET OR 14,98 RODS AND CONTAINS 0.17 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

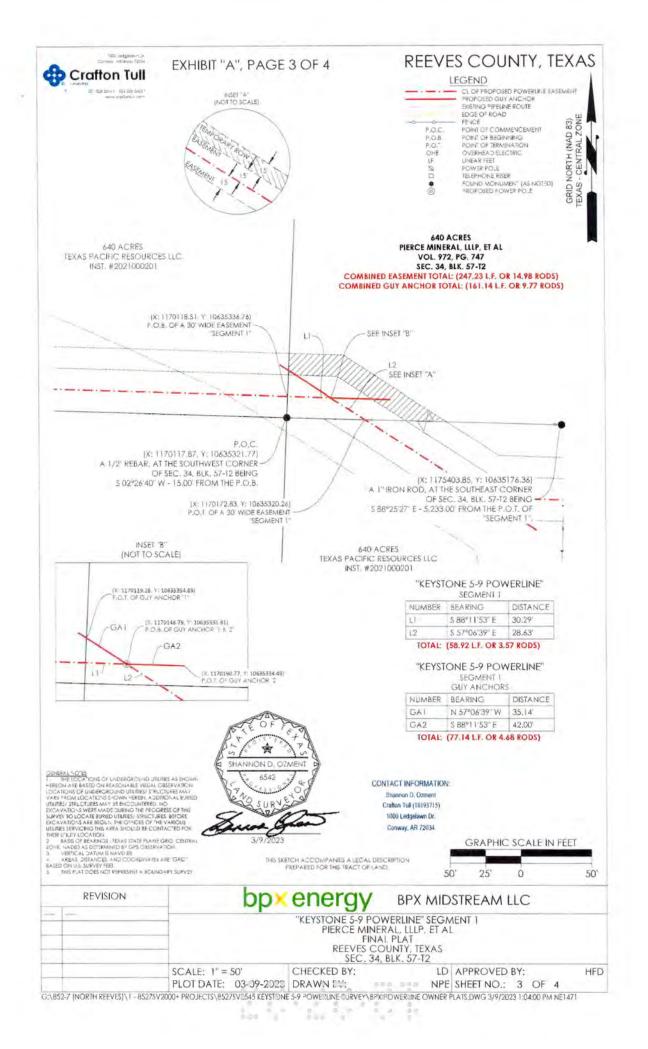
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONÉ, NAD83 AS DETERMINED BY GPS OBSERVATION.

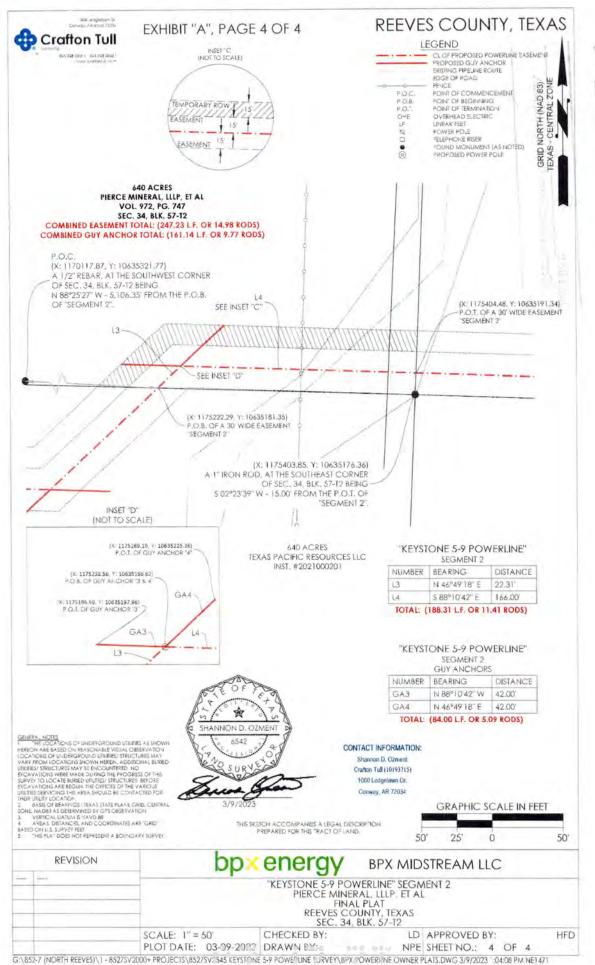
ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.









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File No. MF048344

Date Filed: 3/0

Commissioner Dawn Buckingham, M.D.

By:____

6PX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

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COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

MF 048344

24704403

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3691633003BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000986 ATTACHED BELOW

62-20

No. 6000000986

01/30/24

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

24704403

\$\$\$\$\$\$\$\$\$\$\$3,256.83

NOT VALID AFTER 6 MONTHS

Three Thousand Two Hundred Fifty-six and 83/100 Dollars

Sura A. Alexan

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720









BP America Production Company BPX Energy Inc. Permian Development – Land Department 1700 Platte St Denver, CO 80202

February 2, 2024

State of Texas – General Land Office Attn: Jeff Burroughs P.O. Box 12873 Austin, Texas 78711-2873

RE:

Surface Damages – MF048344

Rio State Randolph 57-T2-34 Electric Well Connects

Section 34, Block 57, Township 2

Reeves, County Texas

Dear Mr. Burroughs,

Enclosed with the letter, please find <u>Check # 600000986</u> in the amount of \$3,256.83 as the State's portion for surface damages in connection with the referenced project. Please apply this payment to State MF#048344.

Should you have any questions or need additional assistance regarding this matter, please do not hesitate to contact me at the telephone numbers or email address listed below.

Respectfully,

Clayt Gohmert

Surface Land Negotiator Direct: (307) 202-9495 Mobile: (361) 243-5000 Clayt.Gohmert@bpx.com

bpx energy

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COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

PG 1 OF 1

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INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3691633002BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000985 ATTACHED BELOW

62-20 311 No. 6000000985

24704402

01/30/24

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

\$\$\$\$\$\$\$\$\$\$15,310.77

NOT VALID AFTER 6 MONTHS

Fifteen Thousand Three Hundred Ten and 77/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

122 11 BO











BP America Production Company BPX Energy Inc. Permian Development – Land Department 1700 Platte St Denver, CO 80202

February 2, 2024

State of Texas – General Land Office Attn: Jeff Burroughs P.O. Box 12873 Austin, Texas 78711-2873

RE:

Surface Damages - MF048344

Rio State Randolph 57-T2-34 Pipeline Well Connects

Section 34, Block 57, Township 2

Reeves, County Texas

Dear Mr. Burroughs,

Enclosed with the letter, please find <u>Check #6000000985</u> in the amount of \$15,310.77 as the State's portion for surface damages in connection with the referenced project. Please apply this payment to State MF#048344.

Should you have any questions or need additional assistance regarding this matter, please do not hesitate to contact me at the telephone numbers or email address listed below.

Respectfully,

Clayt Gohmert

Surface Land Negotiator

Direct: (307) 202-9495 Mobile: (361) 243-5000 Clayt.Gohmert@bpx.com

File No. M O 49 3 44

Date Filed: Sound Buckingham M.D.?

By:

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

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COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

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INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3691633009BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000007443 ATTACHED BELOW

62-20 311 No. 6000007443

01/30/24

PAY TO THE ORDER OF

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

24704405

\$\$\$\$\$\$\$\$\$\$79,069.09

NOT VALID AFTER 6 MONTHS

Seventy-nine Thousand Sixty-nine and 09/100 Dollars

AUTHORIZED SIGNATURE

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720







M





BP America Production Company BPX Energy Inc. Permian Development – Land Department 1700 Platte St Denver, CO 80202

February 2, 2024

State of Texas – General Land Office Attn: Jeff Burroughs P.O. Box 12873 Austin, Texas 78711-2873

RE:

Surface Damages - MF048344

Rio State Randolph 57-T2-34 Pad I1, I2 & Completions Pit

Section 34, Block 57, Township 2

Reeves, County Texas

Dear Mr. Burroughs,

Enclosed with the letter, please find <u>Check #6000007443</u> in the amount of \$79,069.09 as the State's portion for surface damages in connection with the referenced project. Please apply this payment to State MF#048344.

Should you have any questions or need additional assistance regarding this matter, please do not hesitate to contact me at the telephone numbers or email address listed below.

Respectfully,

Clayt Gohmert

Surface Land Negotiator Direct: (307) 202-9495

Mobile: (361) 243-5000 Clayt.Gohmert@bpx.com 开发 证 益

File No. MF048344

Date Filed: Commissioner Dawn Buckingham, M.D.

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

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COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AUSTIN TX 78701-149

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2/13/24

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE DIRECTED TO 1-888-529-1358

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

bpx energy

BPX Midstream, LLC Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard Houston, TX 77079

TRACE NO.: 3691633004BPXML-CPS

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES. YOUR VENDOR NUMBER IS

CHECK # 6000000987 ATTACHED BELOW

62-20

No. 6000000987

01/30/24

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS

AUSTIN TX 78701-149

24704404

\$\$\$\$\$\$\$\$\$\$99,760.84

NOT VALID AFTER 6 MONTHS

Ninety-nine Thousand Seven Hundred Sixty and 84/100 Dollars

CITIBANK, N.A. ONE PENN'S WAY, NEW CASTLE, DE 19720

60000009B 7#



Lyun H. Sleve AUTHORIZED SIGNATURE

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BP America Production Company BPX Energy Inc. Permian Development – Land Department 1700 Platte St Denver, CO 80202

February 2, 2024

State of Texas – General Land Office Attn: Jeff Burroughs P.O. Box 12873 Austín, Texas 78711-2873

RE:

Surface Damages – MF048344 Checkmate to Grand Slam Pipeline Section 34, Block 57, Township 2 Reeves, County Texas

Dear Mr. Burroughs,

Enclosed with the letter, please find <u>Check #600000987</u> in the amount of \$99,760.84 as the State's portion for surface damages in connection with the referenced project. Please apply this payment to State MF#048344.

Should you have any questions or need additional assistance regarding this matter, please do not hesitate to contact me at the telephone numbers or email address listed below.

Respectfully,

Clayt Gohmert

Surface Land Negotiator Direct: (307) 202-9495

Mobile: (361) 243-5000 Clayt.Gohmert@bpx.com

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File No.

Date Filed: One Buckingham, M.D.

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Surface Damages

COMMISSIONER OF THE TEXAS GENERAL L 1700 N CONGRESS AVE AUSTIN TX 78701

VENDOR NUMBER:

TRACE NUMBER: 1503933197BPXML-CPS

WF 048344

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Bluck 57 1 T2, Sec. 34 A 2208

24704609

IN ORDER TO AFFECT TIMELY INVOICE PAYMENTS PLEASE PLACE YOUR VENDOR NUMBER ON ALL FUTURE INVOICES.

YOUR VENDOR NUMBER IS

CHECK # 6000007008 ATTACHED BELOW

bpx energy

DIRECTED TO 1-888-529-1358

BPX Operating Company Attn: GBS - P2P Treasury Payments 501 Westlake Park Boulevard

Houston, TX 77079

INQUIRIES CONCERNING THIS PAYMENT SHOULD BE

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

TRACE NO.: 1503933197BPXML-CPS

62-20 311 No. 6000007008

11/30/23

PAY TO THE ORDER OF COMMISSIONER OF THE TEXAS GENERAL L

1700 N CONGRESS AVE

AUSTIN TX 78701

24704609

\$\$\$\$\$\$\$\$\$\$5,200.00

NOT VALID AFTER 6 MONTHS

Five Thousand Two Hundred and 00/100 Dollars

ONE PENN'S WAY, NEW CASTLE, DE 19720

121

CITIBANK, N.A.

600000 700B#



February 12, 2024

Carl Bonn Texas General Land Office 1700 N. Congress Avenue, Suite 846E Austin, TX 78701

Re: BPX-Rio State Randolp Pad I1 & I2 – Surface Damage Check Block 57, Township 2, Section 34, A-2208 T&P RR Co Survey, Reeves County, Texas MF048344

Dear Mr. Bonn,

Please find enclosed the copy of the Thomas Ball III State of Texas lease for Section 34, Block 57, T2 along with the State of Texas surface damage check.

The lease bonus check is Check No. 6000007008 for \$5,200.00, for the State of Texas.

Please let me know of any questions or additional information needed.

Thank you and have a great day.

Sincerely,

Sarah Phillips

Sarah Phillips
Surface Landman and Accounting
Optima Land Services, LLC
415 W. Wall St., Ste. 105 | Midland, TX 79701
Cell: 817.896.4300

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

MEMORANDUM OF EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

8

COUNTY OF REEVES

8

This Memorandum of Easement and Right-of-Way is effective as of AUGUST 2)5+, 2023 (hereinafter "Memorandum") and is entered into by Thomas Ball III whose address is 2200 W. Lake Drive, Austin, Texas 78746 ("Grantor"), and BPX Midstream LLC, a limited liability company, whose address is 1700 Platte Street, Suite 150, Denver, Colorado 80202("Grantee"), individually, as a "Party" and, collectively, as the "Parties."

The purpose of this Memorandum is to put third parties on notice of the existence of that certain Easement and Right-of-Way dated effective August ZIST, 2023 (hereinafter "Easement"), which was made and entered into by the Parties and sets forth the consideration paid or to be paid by Grantee and the terms and conditions under which Grantee can construct and maintain an non-exclusive and unobstructed permanent easement and right-of-way comprising sixty feet (60') in width and an adjacent temporary easement twenty feet (20') in width, along with additional workspace, across, under and upon the following described lands; along with the easement and right-of-way to construct, operate, maintain and repair one (1) surface site on the following described lands:

A 640.00-acre tract of land, more or less, situated in the T&P RR Co. Survey, Section 34, Township 2, Block 57, Abstract 2208, Reeves County, Texas

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Memorandum may be executed in multiple counterparts, all of which shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of record.

The provisions of the Easement shall govern in the event of any conflict with this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]



GRANTOR:

By: Thomas Ball III

ACKNOWLEDGMENT

STATE OF TEXAS

8

COUNTY OF TRAVIS

8

This instrument was acknowledged before me on the 21 day of August, 2023, by Thomas Ball III, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

ARLENE FREEMAN
Notary Public, State of Texas
Comm. Expires 10-14-2024
Notary ID 830239

GRANTEE:

BPX Midstream LLC

By: Mindy Johnson Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO

8

COUNTY OF DENVER

5

This instrument was acknowledged before me on the 29th day of October, 2023, by Mindy Johnson, Attorney-in-Fact for BPX Midstream LLC, a limited liability company to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

NICHOLE ROTHE Notary Public State of Colorado Notary ID # 20184042789 My Commission Expires 11-01-2026

Notary Public

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EXHIBIT "A", PAGE 1 OF 2 CENTERLINE DESCRIPTION FOR A 60' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

"CHECKMATE TRUNKLINE PIPELINE":

A CENTERLINE DESCRIPTION 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 88°03'17" E A DISTANCE OF 2,532.03 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 14°49'10" W A DISTANCE OF 24.91 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 42.43 FEET TO A POINT;
THENCE S 14°49'10" W A DISTANCE OF 1,146.06 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 648.94 FEET TO A POINT;
THENCE S 55°21'10" W A DISTANCE OF 1,466.03 FEET TO A POINT;
THENCE S 03°00'57" W A DISTANCE OF 703.82 FEET TO A POINT;
THENCE S 03°00'57" W A DISTANCE OF 97.66 FEET TO A POINT;
THENCE S 03°51'38" W A DISTANCE OF 1,025.91 FEET TO THE POINT OF TERMINATION,
SAID POINT BEING N 22°37'05" E A DISTANCE OF 1,238.68 FEET FROM A 1/2 INCH REBAR
AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,155.76 FEET OR 312.47 RODS AND CONTAINS 7.10 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

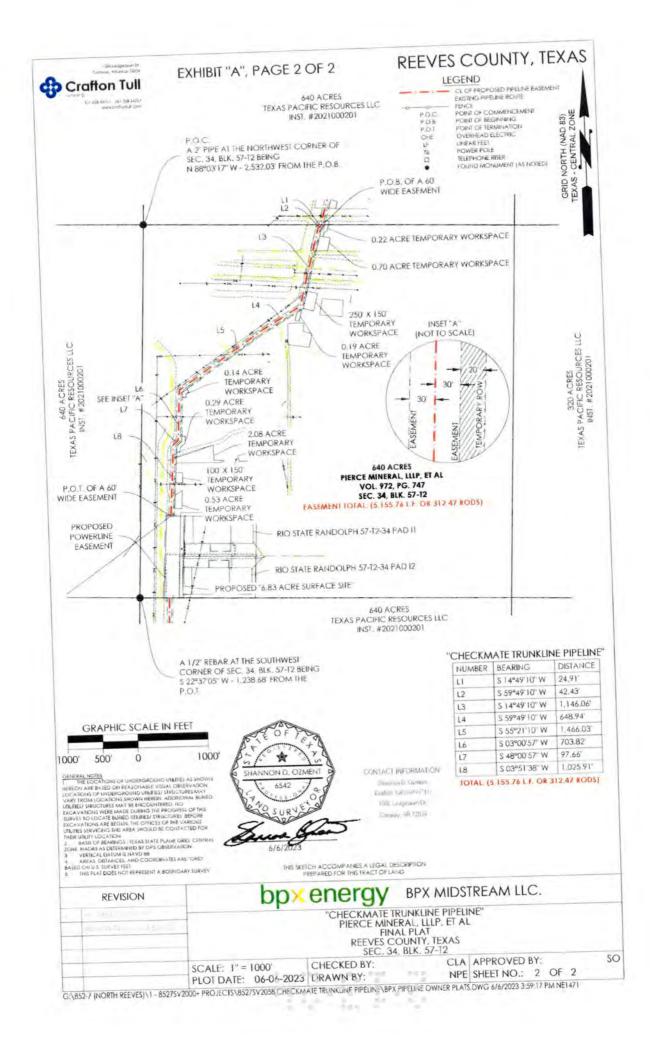
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.







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

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF REEVES \$

THIS EASEMENT AND RIGHT-OF-WAY ("Easement") is made and executed as of the day of August, 2023, by:

Thomas Ball III, whose address is 2200 W. Lake Drive, Austin, Texas 78746, (hereinafter referred to as "Grantor"); for the benefit of:

BPX Midstream LLC, an Oklahoma limited liability company, whose address is 1700 Platte Street, Suite 150, Denver, Colorado 80202 (hereinafter referred to as "Grantee"), and its successors and assigns;

WHEREAS, Grantor is the surface owner of the lands located in Reeves County, Texas, more particularly described as follows (hereinafter the "Property"):

A 640.00-acre tract of land, more or less, situated in the T&P RR Co. Survey, Section 34, Township 2, Block 57, Abstract 2208

SEE EXHIBIT "A"- "B" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, desires to grant this Easement for the purposes of enumerated herein for Grantee's operations on the Property and other lands;

NOW THEREFORE, Grantor has granted, sold, and conveyed and by these presents does hereby grant, sell, and convey to Grantee, its successors and assigns: (a) an non-exclusive and unobstructed permanent easement and right-of-way for the purposes of laying, constructing, inspecting, maintaining, operating, using, traveling over, altering, repairing, changing, removing, changing the size of, replacing, and abandoning-in-place (i) gas, oil and water pipelines and all necessary or desirable appurtenant facilities, fixtures and all other necessary or desirable appurtenant facilities, said easement and right-of-way comprising sixty feet (60') in width, over, across and upon the Property, plus an additional temporary easement twenty feet (20') in width adjacent to and parallel therewith for construction, repairs, replacement or removal of Grantee's pipelines and appurtenant facilities, as well as the right to use any additional workspace where the right-of-way crosses or intersects with roads, railroads, streams, terraces, uneven terrain, any site requiring boring and/or site for which such additional workspace could be necessary or useful for the construction of the pipelines authorized pursuant to this agreement, which said Easement and is described on Exhibit "A" and hereinafter referred to as the "Easement Area"; (b) the right of ingress and egress in, on, over, across and through the Property for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, including, but not limited to, the right of passage of vehicles over and across Property, with the further right to maintain the Easement Area clear of trees, undergrowth and brush to the extent Grantee deems necessary for proper maintenance and patrol; (c) the right to select the exact location(s) within the Easement Area; (d) the right to place caliche and/or gravel on the Easement Area as may be



necessary to ensure the efficient operation of the same. The rights and privileges granted hereunder shall also include the right to construct, maintain and operate one (1) surface site as shown on Exhibit "B" and attached hereto and made a part hereof.

Grantor reserves the right to use and enjoy said land except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction on, over or within said right-of-way and easement and shall not materially change the grade over and pipeline constructed thereunder so as to materially affect its buried depth of 36 inches.

- 1. Release. For and in consideration of the sums hereinabove provided for, Grantor does hereby release and discharge Grantee, its employees, agents, contractors, invitees, licensees from any and all losses, liabilities, claims and damages to the surface of the land and any and all appurtenances thereto as well as to fences, crops, timber, shrubs, fixtures, improvements, water wells, personal property, livestock thereon or injuries and damages to person or property resulting in any way or to any degree from the preparation and use of the Easement Area. Grantor does hereby further agree and stipulate that the payment and acceptance of the consideration set forth above is full and complete payment, settlement, compromise and satisfaction of any and all of the above-mentioned losses, liabilities, claims, damages, demands and causes of action arising directly or indirectly in connection with the above stated operations on the described premises by Grantee. Grantor acknowledges and agrees that neither Grantee nor any agents or representatives have made any representations or warranties to Grantor or its agents or representatives except as expressly set forth in this Easement and Grantor is not relying on any representation, warranty, covenant or promise of Grantee or its agents or representatives other than as set forth in this Easement.
- Restrictions on Grantor. Grantor shall not interfere with the use thereof by Grantee for
 the purposes for which the Easement Area is granted. Grantor shall not excavate, trench,
 or otherwise disturb the soil, erect, construct, nor permit the erection or construction of any
 houses, structures, lakes, ponds, dams or other obstructions on, over, across or within said
 Easement Area.
- 3. Restriction on BPX. BPX shall bury any pipelines so that the top of the pipe is at least thirty-six inches (36") below the surface of the ground as the line is laid, unless written permission is obtained from Grantor for a lesser depth or surface line. Before cutting any existing fence that crosses the Easement Area, it shall be properly supported on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of construction, all fences cut or disturbed by construction shall be replaced in as good or better condition that existed before construction. Upon completion of construction, BPX shall have the option of installing a gate on any fence, where a temporary gap was installed during said construction.
 - Fixtures. All fixtures, equipment and improvements placed on or fixed to the premises by Grantee shall remain the property of Grantee.
 - Counterparts; Signatures. This Easement may be executed in multiple counterparts, and
 copies of signatures, whether by facsimile, photocopy, or electronic scans, shall be treated
 as originals for all purposes hereunder.
 - 6. No Waiver of Rights: This Easement or even the willingness to consider executing this Easement will not be construed as a waiver of any rights of ingress or egress, access or other reasonable use of the surface that Grantee has under any oil and gas lease or other agreement or under any local, state or federal laws, rules or regulations, pertaining to the Easement Area. In the event Grantee decides, in its sole opinion, that it is necessary, or is

required by law to utilize a location different from the agreed upon location for the Easement Area, Grantee will notify Grantor and attempt to negotiate an appropriate amendment to this Easement. In the event mutual agreement on such an amendment cannot be reached in the sole opinion of either party, both parties, again, reserve their rights under all existing leases, contracts, laws, rules and regulations regarding the ingress or egress, access and other reasonable use of the surface of the Property outside of the Easement Area.

- Easement Runs with Land. This Easement shall run with the land and shall be binding on the heirs, successors, and assigns of Grantor and Grantee.
- 8. <u>Compliance with Laws</u>. This Easement is made subject to all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by improvements upon the ground and to the extent same are in force. In addition, BPX shall comply with all governmental rules, regulations, and statutes, including those regarding environmental requirements.
- Choice of Law. This Easement shall be governed by and construed and interpreted in accordance with the Laws of the State of Texas, without reference to its conflicts of law provisions.
- 10. <u>Default</u>; <u>Notice and Cure</u>. If either party believes that the other party is in default of any of its obligations under this Easement, then prior to exercising any rights or remedies provided for in this Easement or at law or in equity for such breach, the party alleging such breach must give written notice to the defaulting party of the existence of such default, specifying the action or omission constituting such default, and the defaulting party shall have thirty (30) days after receipt of such written notice to cure such default.
- Titles and Headings. The titles and headings used in this Easement are for illustrative purposes only and shall not be construed as terms of this Easement.
- 12. <u>Memorandum</u>. It is agreed this Easement shall not be filed in any public records. Grantor and BPX agree that a memorandum of this Easement shall be filed of record in the county wherein the Property is located. In the event of any conflict between recitations contained in such memorandum and those contained herein, the provisions of this Easement shall control.
- 13. Notice. All notices, requests and communications (excluding payment) required or permitted herein shall be in writing, addressed to the Grantor at the address set forth above, or at such other address as the Grantor has specified by written notice delivered in accordance herewith, and shall be deemed to have been properly be given when delivered personally, deposited in the United State Postal Service mail (with return receipt requested), certified, postage prepaid, or sent by overnight courier. Any notice give to BPX shall be to the following address:

BPX Energy Inc.
Attn: Permian Land Department
1700 Platte Street, Suite 150
Denver, Colorado 80202
bpxsurfaceland/@bpx.com

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS



IN WITNESS WHEREOF, this instrument is dated and effective as of the date first written above and is executed as of the date of each Acknowledgment attached hereto.

GRANTOR:

By: Thomas Ball III

ACKNOWLEDGMENT

STATE OF TEXAS

8

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21 day of August, 2023, by Thomas Ball III, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

ARLENE FREEMAN
Notary Public, State of Texas
Comm. Expires 10-14-2024
Notary ID 830239

(Grantee Signature on following page)

GRANTEE:

BPX Midstream LLC

By: Mindy Johnson Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO

8

COUNTY OF DENVER

8

This instrument was acknowledged before me on the Harday of October, 2023, by Mindy Johnson, Attorney-in-Fact for BPX Midstream LLC, a limited liability company to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed.

NICHOLE ROTHE
Notary Public
State of Colorado
Notary ID # 20184042789
My Commission Expires 11-01-2026

Notary Public

EXHIBIT "A", PAGE 1 OF 2 CENTERLINE DESCRIPTION FOR A 60' WIDE EASEMENT

PIERCE MINERAL, LLLP, ET AL

"CHECKMATE TRUNKLINE PIPELINE":

A CENTERLINE DESCRIPTION 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 88°03'17" E A DISTANCE OF 2.532.03 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE EASEMENT BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 14°49'10" W A DISTANCE OF 24.91 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 42.43 FEET TO A POINT;
THENCE S 14°49'10" W A DISTANCE OF 1,146.06 FEET TO A POINT;
THENCE S 59°49'10" W A DISTANCE OF 648.94 FEET TO A POINT;
THENCE S 55°21'10" W A DISTANCE OF 1,466.03 FEET TO A POINT;
THENCE S 03°00'57" W A DISTANCE OF 703.82 FEET TO A POINT;
THENCE S 48°00'57" W A DISTANCE OF 97.66 FEET TO A POINT;
THENCE S 03°51'38" W A DISTANCE OF 1,025.91 FEET TO THE POINT OF TERMINATION,
SAID POINT BEING N 22°37'05" E A DISTANCE OF 1,238.68 FEET FROM A 1/2 INCH REBAR
AT THE SOUTHWEST CORNER OF SECTION 34, BLOCK 57-T2, REEVES COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 5,155.76 FEET OR 312.47 RODS AND CONTAINS 7.10 ACRES OF EASEMENT, MORE OR LESS. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

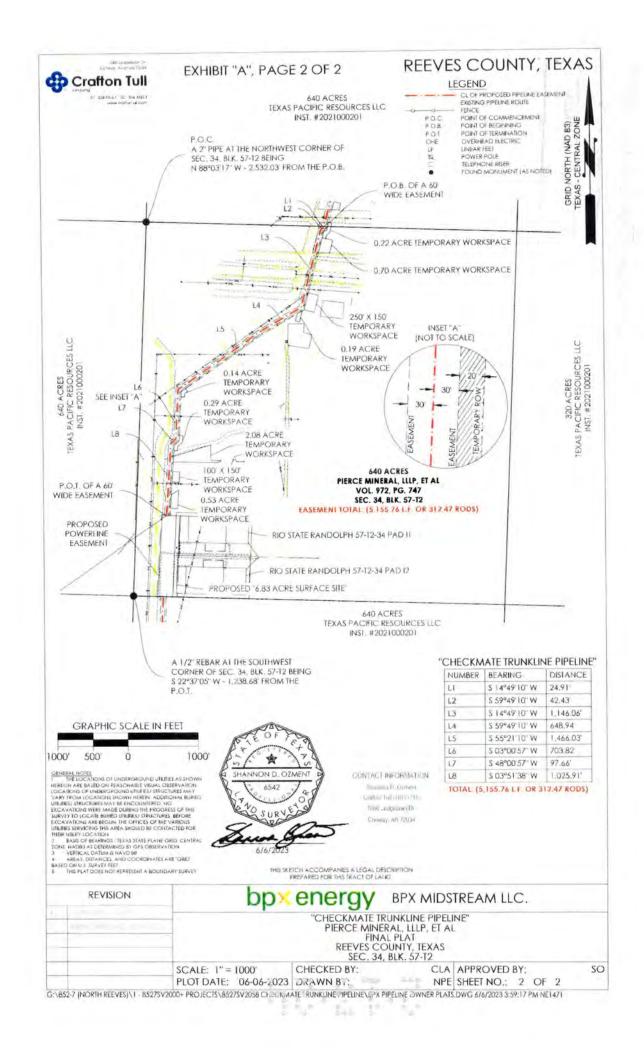
BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET

THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.







File No. M. T. 0 48344

Eur Danage

La Piled: 3/8/14

Contains a sum Bytangham, M.D.

L.



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
25100321	MF048344	\$0.00	\$206,507.53	\$20,650.75	\$8,116.03	\$235,274.31
Total Due		\$0.00	\$206,507.53	\$20,650.75	\$8,116.03	\$235,274.31

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
25I00321	MF048344	\$0.00	\$206,507.53	\$20,650.75	\$8,116.03	\$235,274.31
Total Due		\$0.00	\$206,507.53	\$20,650.75	\$8,116.03	\$235,274.31
Amt. Paid						

Customer ID:

C000046383

Invoice Number: GLO Lease:

MF048344

GLO Review: **Review Period:** BPX OPERATING COMPANY

Sept 2023 - Aug 2024 -

Category Oil Auditor/AE: Eric M

Billing Date: 1/14/2025 P&I Calculation Date: 1/31/2025

,	Calculation	Date.	1/3/1/2023
	Royalty	Rate:	6.25%

	Copt Luce 1108	2021					rioyunty riuto.	0.2070						
(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	вти	Gross Value	Rovalty Due		Additional Royalty Due	Number of	Interest Rate For Additional Royalty	From	Interest Rate From Additional Royalty2	Revenue Due
May	24 08-296781	42209	1	\$78.280	1	\$3,304,120.52					The second second		The latest to th	
TOTALS		42,209				\$3,304,120.52	\$206,507.53	\$0.00	\$206,507.53			\$20,650.75	\$8,116.03	\$235,274.31

COMMENTS:

BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID:

Date Fills.

08-296781 08-296803

08-297821

08-297870 08-297940

08-297278 08-297836

08-297948

COLUMN (3) COLUMNS (5) & (6) UNDERERPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC

AVERAGE PRICE IS CALCUALTED 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/rrac/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.

Patty Burg

EMAIL:

Patty.Burg@bpx.com

Recon	Billing	Count
Date Filed:	2/11/2	25
Ву:	sioner Dawn Buckingha	m, M.D.