

STATE LEASE

MF053312

CONTROL	BASEFILE	COUNTY
07-71312	127929 -	LOVING /151

SURVEY : W & N W RY CO
BLOCK : 1
TOWNSHIP : 00
SECTION/TRACT: 68
PART :
ACRES : ~~218.00~~ 40
DEPTH LIMITS : ~~NO~~ 4500'

Rentals:

Lease
Admin:

Mineral *[initials]*
Maps:

LESSEE : BLAKE, JACK E
LEASE DATE : Sep 05 1961
PRIMARY TERM : 5 yrs
BONUS (\$) : 1635.00
RENTAL (\$) : 0.50
ROYALTY : 0.06250000
VAR ROYALTY :

PARTIAL RELEASE

eff 6-30-94



BLAKE, JACK E

RELINQUISHMENT ACT LEASE

COUNTY: Loving 53312
TRACT : Sec. 68, Blk. 1, W&NW RY. CO.
PART : All
ACRES : ~~218~~ 40

LESSEE : Jack E. Blake
DATE : September 5, 1961
TERM : 5 years
BONUS : \$1,635.00
RENTAL: 50 ¢ per acre
FILE : 127929

PARTIAL

Released M.H. K SP

Legal
Rental
Min. A/c
Min. Wap
15

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3. Ltr. to Jack E. Blake	10/10/61 ia	36. Ltr fr Gulf Energy & Minerals Co.-US	2-20-76 gs
4. Assignment	12-13-61 ia	37. Ltr to Gulf Energy & Minerals Co.-US	2-27-76 gs
5. Ltr from Gulf Oil Corp	12-11-61 "	38. Ltr fr Gulf Energy & Minerals Co.-US	3-2-76 gs
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9. RENTAL PAYMENT	AUG 11 1964	42. Ltr fr Gulf Energy & Minerals Co.	4-2-76
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12. DIVISION ORDER	4-19-65 PK	45. Ltr fr Gulf Energy	5-27-77 BT
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19. RENTAL PAYMENT	AUG 10 1967	52. Ltr. to Gulf	3-23-79
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21. Ltr to Wilson Exploration	11-7-68	54. Rental Payment	8-10-79
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28. RENTAL PAYMENT	8-7-74	61. Rental Payment	8-17-83
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30. Ltr. to Gulf	12-12-75	63. Assignment	5-3-84
31. Ltr to Gulf	1-13-76	64. Assignment	5-3-84
32. Ltr fr Gulf Oil Co.-US	8-18-75 gs	65. Assignment	5-3-84
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- 67. Argument 5-3-84
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- 77. Rental Payment 8-23-86
- 78. Retter Assignment ^{from 3-25-88 ygr} West Texas Oil Report
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- 92. Title Opinion 4/4/04
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- Scanned sm 12/18/13
- 95-FY 14-Demand Letter 6/10/15.
- Scanned PJ 7-15-15

Mineral Classified Land
Lease Consideration Comparison

Excludes Holt, Silurian County WINKLER
& Ellenburger formations. Area Secs. 14, 16 & 17, B1K B-3, PSL
Lease Total

M. F.	Acres	Date	Term	Bonus	B/Ac	Rental	Comparison
New	2569 ¹⁶	8/23/75	30 days	38	25	10	45% "old prod."
				642.	0	0	33 1/3% "new prod"

139011 139025

139012

139013

s:

WE UNIT

Consideration

Recommended

Not Recommended

[Signature]

6918
6919
RECEIVED
OCT 4 1961

OIL AND GAS LEASE

General Land Office

THIS AGREEMENT, made and entered into this 5th day of September, 1961,
by and between M. A. DAVEY, JR., whose marital status has not changed since acquiring the
hereinafter described property; DOROTHY DAVEY CASON & husband, A. B. CASON; KATHLEEN DAVEY
HAMILTON & husband, W. LAMAR HAMILTON
Palestine, Texas (Box 439)
of _____
(Give Permanent Address)
individually and as agent for the State of Texas, party of the first part, herein referred to as the owner of the soil (whether
JACK E. BLAKE
one or more) and _____
010 Mid-America Building, Midland, Texas
of _____
(Give Permanent Address)
party of the second part, hereinafter called Lessee.

WITNESSETH: That the owner of the soil in the capacities aforesaid, for and in consideration of \$ 1,635.00 - - -
One Thousand Six Hundred Thirty-five & No/100 - - - - -

Dollars, cash in hand paid, as his individual property and estate, receipt of which is hereby acknowledged, (SEE NOTE
BELOW) and a like amount paid to the STATE OF TEXAS, and of the covenants and agreements hereinafter contained on

the part of the Lessee to be paid, kept and performed have this day granted, demised, leased and
do

let, and by these presents _____ grant, demise, lease and let unto
the said Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines,
building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take

care, treat and transport said products of the lease, the following lands situated in Loving County,
State of Texas, to-wit:

All of Section 68, Block 1, W. & N. W. RR Company Survey,
Loving County, Texas

Copy

218

containing _____ acres, more or less.

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

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

1. To pay to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, the value of
One-Sixteenth (1/16) _____ of the gross production of oil and gas produced from said
leased premises free of cost to the State, as required by Article 5368 of the Revised Civil Statutes of Texas, 1925.

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

3. If no well be commenced on said land, hereby leased, on or before the 5th day of September, 1962,
this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the owner of the
East Texas National Palestine, Texas
soil or to his credit in the _____ Bank, at _____

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of
Fifty-cents (50¢) _____ per acre and in addition shall pay to the COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, A LIKE SUM on or before said date; which shall operate as a rental
and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number
of months successively.

4. All payments or tenders of rental to the owner of the soil may be made by check or draft of Lessee, or any assignee hereof and delivered on or before the rental paying date. If said bank (or any successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.
5. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises.
6. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.
7. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole, the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in paragraph numbered three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after the date of such completion.
8. However, it is understood and agreed that notwithstanding the fact that development may be in progress or production secured and royalty being paid hereunder the owner or operator of the leased premises shall continue to make annual rental payments to the State which, under such conditions and in the absence of any 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 in so far as it covers the part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals, unless the assignor or assignee shall fail to file a certified copy of such assignment in the General Land Office prior to the next rental paying date, in which event the entire lease shall terminate for failure to pay the entire rental due as provided in paragraph Numbered Three hereof.
18. Lessee may, at any time, and from time to time, execute and deliver to the owner of the soil or place of record, a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. In the event any part of this lease is surrendered, as above provided, the delay rental then payable hereunder shall thereupon be reduced in the proportion that the acreage surrendered bears to the acreage which was covered by this lease immediately prior to such surrender, provided such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.
19. Provided further that in the event all or any part of this lease is assigned or released such assignment or release shall be recorded in the county where the land is situated and a copy of such recorded instrument certified by the county clerk, shall be filed in the GENERAL LAND OFFICE accompanied by filing fee of one dollar (\$1.00) thereon.
20. It is further recognized that before this lease is effective a certified copy thereof shall be filed in the General Land Office in accordance with House Bill No. 9, Act approved June 19, 1939, which is construed as meaning certified copy made by the County Clerk from his records.
21. It is further agreed that the onus 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.

24. If, at the expiration of the primary term or at any time thereafter there is located on the leased premises a well or wells capable of producing gas in paying quantities and such gas is not otherwise produced for lack of suitable market and this lease is not otherwise being maintained in force and effect, the lessee may pay as royalty a sum of money equal to double the annual rental provided for in this lease but in no event to be less than \$1,200.00 per annum for each well capable of producing gas in paying quantities; such payment shall be made one-half to the Commissioner of the General Land Office and one-half to the owner of the soil, and shall be made prior to the expiration of the primary term of this lease or if the primary term has expired within sixty (60) days after the lessee shuts in such well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be otherwise maintained in force and effect; and if such payment is made, this lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or, if after the primary term, from the first day of the month next succeeding the month in which such well was shut-in or production ceased or this lease ceased to be otherwise maintained in force and effect, and thereafter, if no suitable market for such gas exists, the lessee may extend this lease for four (4) additional and successive periods of one (1) year each by the payment of a like sum of money each year as above provided on or before the expiration of the extended term. Provided, however that if while this lease is being maintained in force and effect by payment of such shut-in gas well royalty, gas should be sold and delivered in paying quantities from a well situated within 1,000 feet of the leased premises and completed in the same producing reservoir, or in any case where drainage is occurring, the right to further extend this lease by such shut-in gas well royalty payments shall cease but this lease shall remain in force and effect for the remainder of the current one-year period for which the shut in gas well royalty has been paid and for an additional period not to exceed five (5) years from the expiration of the primary term by payment by the lessee of compensatory royalty at the royalty rate provided for herein, of the value at the well of production from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within 1,000 feet of or draining the leased premises on which such shut-in gas well is situated such compensatory royalty to be paid monthly one-half to the Commissioner of the General Land Office and one-half to the owner of the soil beginning on or before the 20th day of the month next succeeding the month in which such gas is sold and delivered from the well situated within 1,000 feet of or draining the leased premises and completed in the same producing reservoir; provided further that in the event such compensatory royalties paid in any twelve-month period are in an amount less than the annual shut-in gas well royalties provided for herein, lessee shall pay an additional sum of money equal to the difference between such compensatory royalties paid and such shut in gas well royalties within thirty (30) days from the end of such twelve-month period; provided further that nothing herein shall relieve the lessee of the obligation of reasonable development nor of the obligation to drill off-set wells as required by Article 5369, Revised Civil Statutes, 1925.

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

Individually and as
agent for the State of Texas.
H. A. Davey, Jr.

Individually and as
agent for the State of Texas.
Dorothy Davey Cason

Individually and as
agent for the State of Texas.
A. B. Cason

Individually and as
agent for the State of Texas
Kathleen Davey Hamilton

Individually and as
agent for the State of Texas.
Lamar Hamilton

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

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

Individually and as agent for the State of Texas

Individually and as agent for the State of Texas

Individually and as agent for the State of Texas

Individually and as agent for the State of Texas

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

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

DOUBLE ACKNOWLEDGMENT

STATE OF
COUNTY OF

A. B. Cason

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

Dorothy Davey Cason

and

his wife,

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

Given under my hand and the seal of office, this the September day of 61, A. D. 19

Notary Public in and for

County,

SINGLE ACKNOWLEDGMENT

STATE OF
COUNTY OF

M. A. Davey, Jr.

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

is

, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that 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 September day of 61, A. D. 19

Notary Public in and for

Texas

County,

SINGLE ACKNOWLEDGMENT

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF

appeared W. Lamar Hamilton

BEFORE ME, the undersigned authority, on this day personally

appeared W. Lamar Hamilton, and wife Kathleen Davey Hamilton

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 purpose and consideration therein expressed; and the said Kathleen Davey Hamilton

wife of said W. Lamar Hamilton, having been examined by me privily and apart from her husband,

and having the same fully explained to her, the said Kathleen Davey Hamilton, 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 September day of 61, A. D. 19

Notary Public in and for County, Texas.

THE STATE OF TEXAS,

County of LOVING } I, ROBERTA ROUSE, Clerk
 of the COUNTY & DIST. Court of LOVING County, Texas, do hereby certify that
 the foregoing is a true and correct copy of the original OIL AND GAS LEASE From M. A. Davey, Jr.
et al to Jack E. Blake

as the same appears of record in my office in book 19 page 412.

Given under my Hand and Seal of said Court, at office in Mentone, Texas

this 2 day of October, 19 61.

ROBERTA ROUSE Clerk,

By Beverly Huddleston, Deputy.
Beverly Huddleston

①
 M- 53312
Heard
 File Dated 10-4-61
 JERRY SADLER, COMMISSIONER

RECEIVED AS STATED
\$1,635.00

DATE 10-4-61
 Reg. No. 6918

GENERAL LAND OFFICE

RECEIVED AS STATED
\$5.00

DATE 10-4-61
 Reg. No. 6919

GENERAL LAND OFFICE

de

JACK E. BLAKE*Oil & Gas Properties*

LEASES - ROYALTIES

610 MID-AMERICA BUILDING

MIDLAND, TEXAS

October 3, 1961

Re: All of Section 68, Block 1,
W&NW RR Company Survey, Loving
County, Texas

Commissioner
General Land Office
Austin, Texas

127929

Dear Sir:

Enclosed herewith is certified copy of Oil and Gas Lease from M. A. Davey, Jr., et al in favor of Jack E. Blake covering the above captioned acreage.

Also enclosed is bank money order #B27903 in the amount of \$1,635.00 to cover the State's share of the bonus paid for this lease, along with bank money order #B27902 to cover the filing fee for this lease.

It would be appreciated if you would acknowledge receipt of the above material at your earliest convenience along with the assignment of a State Lease Number.

Very truly yours,

Jack E. Blake
Jack E. Blake *-remitted*

H

Midland, Texas

JEB/jfw
Enclosure: 3

B0 - 1635.00
B0 - 5.00

6918

6919

RECEIVED

OCT 4 1961

General Land Office

(2)

M. F. 53312

CORRESPONDENCE FILE

To Jack E. Blake
From

Dated 10-3-61

la

October 10, 1961

Mr. Jack E. Blake
010 Mid-America Building
Midland, Texas

RE: State Lease M-53312
Section 68, Block 1, W&NW
Ry. Co. Survey, Loving
County, Texas

Dear Mr. Blake:

The certified copy of the Oil & Gas Lease affecting the above captioned lease, enclosed with your letter of October 3, 1961, has been filed in our records under M-53312, to which mineral file number you should refer in any future correspondence concerning this lease.

Your \$1,635.00 remittance has been applied as the State's portion of the cash bonus due on the lease, and your \$5.00 remittance has been applied as the filing fee thereon. A receipt for the total amount is enclosed.

Sincerely,

JERRY SADLER, Commissioner

JS/jh

Encl/1

②

M. F. 533/2

CORRESPONDENCE FILE

To

Jack E. Blake

~~From~~

Dated 10-10-61

la

RECEIVED

DEC 13 1961

STATE OF TEXAS

County of Loving

KNOW ALL MEN BY THESE PRESENTS:

General Land Office

That by instrument dated the 5th day of September, 1961, and recorded in the records of County, State of Texas, in Book , on page , M. A. Davey, Jr., whose marital status has not changed since acquiring the hereinafter described property; Dorothy Davey Cason & husband, A. B. Cason; Kathleen Davey Hamilton & husband, W. Lamar Hamilton as lessors, made, executed and delivered to Jack E. Blake

as lessee, an oil, gas and mineral lease covering the following described land, to-wit:

In Loving County, State of Texas,

All of Section 68, Block 1, W. & N. W. RR Company Survey

RECEIVED

DEC 13 1961

General Land Office



Now, I, Jack E. Blake, whose marital status has not changed since acquiring the hereinabove described property,

 , of the County of Midland State of Texas, the present owner of said lease, hereinafter styled grantor (whether one or more), for and in consideration of the sum of Ten & No/100 - - - - - (\$10.00 - - - - -)

Dollars to grantor in cash paid by Gulf Oil Corporation, receipt of which is hereby acknowledged, has sold, conveyed and transferred and does hereby sell, convey and transfer unto said Gulf Oil Corporation, a corporation chartered under the laws of the State of Pennsylvania, said above described lease and the leasehold and all the rights therein conveyed and secured, together with all other rights, titles, interests or privileges in and to said property, and minerals thereunder, given, conveyed or created by virtue of said instrument mentioned and grantor hereby warrants the title to said lease and leasehold rights, and that same is free of all liens and encumbrances, that grantor has the authority and right to convey the same, and that said lease is in full force and effect.

TO HAVE AND TO HOLD unto said Gulf Oil Corporation, its successors and assigns forever.

IN EVIDENCE OF ALL OF WHICH, witness grantor's signature on this the 18th day of September, 1961.

Jack E. Blake
JACK E. BLAKE

STATE OF TEXAS,

County of Midland

Before me, the undersigned authority, on this day personally appeared Jack E. Blake

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 18th day of September, A. D. 1961

Joan F. Woods
Notary Public in and for

Midland County, Texas.

Return to
GULF OIL CORPORATION
Land, Leasing, Scouting Dept.,
P. O. Drawer 1290
FORT WORTH 1, TEXAS

GENERAL LAND OFFICE

DATE 12-14-61
No. 771 FF

RECEIVED AS STATED

Commissioner

12-13-61

Assignment

53312

(4)

of the County Court of Loving County, the foregoing is a true and correct copy of Oil and Gas Lease from Jack E. Blake same appears of record in Volume 20, page 20, of the County Court of Loving County, Texas.

seal of said office in Mentone, Texas, this

Roberta Rouse
Roberta Rouse, County Clerk

(#4) ASSIGNMENT
12-13-61

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT

W. A. Shellshear
DISTRICT MANAGER
F. O. Mortlock
DISTRICT EXPLORATION
MANAGER
M. I. Taylor
DISTRICT PRODUCTION
MANAGER
H. C. Vivian
DISTRICT SERVICES MANAGER

December 11, 1961

P. O. Drawer 1938
Roswell, New Mexico

RECEIVED
DEC 13 1961
General Land Office

Trade No. 285 - Lease No. 3-00446

Mr. Jerry Sadler, Commissioner
General Land Office
Austin, Texas

Dear Sir:

RECEIVED
DEC 13 1961
General Land Office

Enclosed herewith is certified copy of Assignment, dated September 18, 1961, from Jack E. Blake to Gulf Oil Corporation, which was recorded December 7, 1961 in Volume 20, Page 20, Oil & Gas Records Loving County, Texas, covering State Lease No. M-53312, covering:

All Section 68, Block 1, W&N W RR Company Survey, 218.00 acres, Loving County, Texas.

We would appreciate your filing this assignment in your office and advising the undersigned upon such filing. Please charge any filing fees to our Account 196 at the above address.

Yours very truly,



F. E. CURTIS, JR.
District Landman

ds
enclosure



5

M. F. 53312

CORRESPONDENCE FILE

To Gulf Oil Corp
From

Dated 12-11-61

ia

RECEIVED

DEC 13 1961



December 14, 1961

Gulf Oil Corporation
P. O. Drawer 1938
Roswell, New Mexico

Attention: Mr. F. E. Curtis, Jr.

RE: Our Lease M-53312
Sec. 68, Blk. 1, W&NW Ry. Co.
Survey, Loving County, Texas.

Gentlemen:

The certified copy of Assignment of Oil & Gas Lease affecting the above captioned lease, enclosed with your letter of December 11, 1961, has been filed in our records.

We have charged your Account No. 196 \$3.00 to cover the filing fee due on the Assignment, and an invoice showing this charge is enclosed herewith.

Sincerely,

JERRY SADLER, COMMISSIONER

JS/wcb

Enclosure

⑥

M. F. 53312

CORRESPONDENCE FILE

To *Gulf Oil Corp*

From

Dated *12-14-61*

ia

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	LOVING	TEX	218.00	12	09	05	62	3-00446-00

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

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS AUSTIN, TEXAS M-53312

RENTAL AMOUNT
109.00
TOTAL 109.00

RECEIVED
AUG 10 1962
General Land Office

94539

GULF S-140

COPY

THIS COPY IS ENCLOSED FOR YOUR RECORDS
Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT
P. O. BOX 669, ROSWELL, NEW MEXICO

COMMISSIONER OF THE
GENERAL LAND OFFICE
OF THE STATE OF TEXAS
AUSTIN, TEXAS

CHECK
NUMBER

000853

DATE

MO. DAY YR.

08 01 62

RENTAL AMOUNT

*****109.00

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

BANK OR PAYEE COPY

7.

M.F. 533/2

Rental Payment

Filed AUG 10 1962 19

JERRY SADLER, COMMISSIONER

Jk

Clerk

RECEIVED

AUG 10 1962

RECEIVED

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	19	412	Loving	Texas	218.00	12	09	05	63	3-00446-00

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

COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AUSTIN, TEXAS
M-53312
Report No. 3-2670

RENTAL AMOUNT

\$109.00

RECEIVED

AUG 8 1963

General Land Office

09

GULF S-140

COPY

THIS COPY IS ENCLOSED FOR YOUR RECORDS

Gulf Oil Corporation

ROSWELL PRODUCTION DISTRICT
P. O. BOX 669, ROSWELL, NEW MEXICO

98354

AUSTIN, TEXAS
COMMISSIONER OF THE GENERAL LAND
OFFICE OF THE STATE OF TEXAS,

CHECK
NUMBER
1122

DATE
MO. DAY YR.
08-06-63

RENTAL AMOUNT

\$109.00

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

BANK OR PAYEE COPY

8-

M.F. 533/2

Rental Payment

Filed AUG 8 1963

JERRY SADLER, COMMISSIONER

2k

Clerk

RECEIVED

AUG 8 1963

General Land Office

1906

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	64	3-00446-00

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

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS AUSTIN, TEXAS M-53312
REPORT NO. 3-2763

TOTAL

RENTAL AMOUNT

109.00

109.00

RECEIVED
AUG 11 1964
General Land Office

96757

GULF S-140

COPY

Gulf Oil Corporation

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

CHECK
NUMBER
00693

DATE
MO. DAY YR.
08-03-64

RENTAL AMOUNT

*****109.00

COMMISSIONER OF THE
GENERAL LAND OFFICE
OF THE STATE OF TEXAS
AUSTIN, TEXAS

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

BANK OR PAYEE COPY

9-

N.F. 53312

Rental Payment

Filed AUG 11 1964 19.....

JERRY SADLER, COMMISSIONER

He

Clerk

RECEIVED
AUG 11 1964
General Land Office

FILE

1 1/2" = 100'

67 Gulf

Wilson Exploration Company
Davey-State Lease

68

Hanlon-Boyle
Martin
Lease

BLK. 1

Hanlon-Boyle
Britton
Lease

W. & N. W. R.R.

WILSON EXPLORATION COMPANY - DAVEY-STATE
LOCATION PLAT

REC
MIDLAND
JUL 27
RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

RAILROAD COMMISSION OF TEXAS
DIVISION
ION TO DRILL, DEEPEN OR PLUG BACK AS DIRECTED
37) WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED
ATTACHMENT HERETO MUST BE CLEARLY LEGIBLE,
RETURNED WITHOUT COMMISSION ACTION.
(Printer Ribbon Preferable)

ON R.A.L. 453312

Date July 24, 19 64

of company or operator

Wilson Exploration Company

1212 W. El Paso St.

Fort Worth, Texas 76102

Description of farm or lease:

of Lease Davey-State

er of Acres 218 Well No. 1

er of wells on lease None

ation 2680' Est. Section No. 68 Block No. 1
(Ft. above sea level)

W. & N. W. R.R. Company

or Reservoir Delaware

e Located in Wheat Field

ldcat state above, also state Distance and Direction from
st Survey Lines.) 330' from NW & NE lines of Sec

Loving County

3 Miles SE direction from

Mentone nearest post office or town.

ry or Cable Tools Rotary

work will start drilling Immediately

h to which you propose to drill 4600 feet.

work will start deepening ---

LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED,
OM WHOM PURCHASED?

ne ---

Address ---

INSPECTOR'S WELL STATUS REPORT

OPERATOR Wilson Explorations Co.

LEASE Davey-State

WELL NO. 1 FIELD Wheat

COUNTY Loving

SPUD DATE Unkown DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS 4399-4406-feet

POTENTIAL _____ T. D. 5404-feet

IS THIS THE FIRST REPORT ON THIS WELL? yes

REMARKS They had moved the rotary rig off the location on
8-25-64 and then the well was started to test or return the
load oil back. It was sanding up today on John Wilson, Ft. Worth,
Texas. They have not gotten a potential test as yet.

JA/bs

3-21-60


INSPECTOR

DATE August 26, 1964

INSPECTOR'S WELL STATUS REPORT

OPERATOR Wilson Explorations Co.

LEASE Davey-State

WELL NO. 1 FIELD Wheat

COUNTY Loving

SPUD DATE Unkown DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS 4399-4406-feet

POTENTIAL _____ T. D. 4504-feet

IS THIS THE FIRST REPORT ON THIS WELL? 2nd visit

REMARKS I talked to Mr.Kyle,Ft.Worth,Texas and said they had not been able to take a potential test as yet but the well had been making: 10-bbls of oil,plus about 1-bbl of water.They have just about recovered the 200-bbls of frac oil back and plan to take a potential test on Friday Sept 18,1964.

JA/bs

3-21-60

James Wenthall
INSPECTOR
DATE Sept 15,1964

INSPECTOR'S WELL STATUS REPORT

OPERATOR Wilson Exploration Company

LEASE Davey-State

WELL NO. 1 FIELD Wheat

COUNTY Loving

SPUD DATE Unkown DRILLING DEPTH _____

CORE DEPTH _____ LOGS (DEPTH) _____

COMPLETION DATE _____ PERFS 4399-4406-feet

POTENTIAL _____ T. D. 4504-feet

IS THIS THE FIRST REPORT ON THIS WELL? 3rd visit

REMARKS I talked to the lease man on Oct 7, 1964 Mr. Roy Capps, Mentone, Texas and he told me that they had taken the potential test but he did not know what it made on test. Mr. Capps said the well was making 16-bbls of fluid per day now, plus 40% of it was water. They are flowing the well now but think it will have to go on pump right away.

JA/bs

3-21-60

James Mathias
INSPECTOR
DATE Oct 6, 1964

M.F. 33312
APPLICATION TO DRILL

WELL # 1

FILED 19

JERRY SADLER, COMMISSIONER

[Signature]
Clerk



GENERAL LAND OFFICE

AUSTIN, TEXAS

February 10, 1965

JERRY SADLER
COMMISSIONER

The Permian Corporation
P. O. Box 3119
Midland, Texas

RE: WILSON EXPOLRATION COMPANY
Davey-State Lease
All of Sec. 68, Blk. 1,
W & NW RR Company Survey,
Loving County, Texas

Our Lease No. M-53312

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 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 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,

JERRY SADLER, Commissioner

JS/oj

Enclosure

RECEIVED

FEB 6 1965

General Land Office



THE PERMIAN CORPORATION

1509 W. WALL

P. O. BOX 3119

MIDLAND, TEXAS, 79704

MU 3-4711

February 4, 1965

Re: No. 231415 - Wilson Exploration Company - Davey-State

Commissioner of the General Land Office
Austin, Texas

Gentlemen:

Please find enclosed two counterparts of our division order covering the captioned lease in which you are credited with an interest. If your interest is correctly shown, please return one approved copy to this office at your earliest convenience.

Thank you for your cooperation in this matter.

Yours very truly,

THE PERMIAN CORPORATION

George W. Trevett, Jr.
George W. Trevett, Jr.

ns
Enclosure

cc: Wilson Exploration Company
1212 West El Paso
Fort Worth, Texas

M-53312
↓

THE PERMIAN CORPORATION

RECEIVED

FEB 6 1965

DIVISION ORDER

General Land Office

Lease No. 231415

February 2, 19 65

TO THE PERMIAN CORPORATION, P. O. BOX 3119, MIDLAND, TEXAS

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the

Wilson Exploration Company - Davey-State

farm or lease, located in Loving County, State of Texas, more particularly described as follows:

53312

All of Section 68, Block 1, W & NW RR Company Survey,
Loving County, Texas,

LIMITED from the surface down to the base of the Delaware
Sand formation, not to exceed 4,500 feet beneath the surface,

and commencing at 7 A.M., the _____ day of _____ first runs _____, 19____, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
<u>ROYALTY INTEREST</u>		
The State of Texas	1/16 of 8/8 R.I. (.0625000)	
M. A. Davey, Jr.	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Dorothy Davey Cason, whose husband is A. B. Cason, her separate property	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Kathleen Davey Hamilton, whose husband is W. Lamar Hamilton, as her separate property	1/3 of 1/16 of 8/8 R.I. (.0208334)	
<u>OVERRIDING ROYALTY INTEREST</u>		
Gulf Oil Corporation	3/32 of 8/8 O.R.I. (.0937500)	
<u>WORKING INTEREST</u>		
Fred Goodstein	9/16 of 25/32 W.I. (.4394532)	
Piper Petroleum Company	4/16 of 25/32 W.I. (.1953125)	

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been and will be produced and handled in compliance with the Fair Labor Standards Act of 1938, and any amendments thereto, and all other federal, state and municipal laws, rules and regulations.

OWNERS SIGN BELOW

In accordance with Federal law please indicate your Social Security or Identification number below:

BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

RECEIVED

FEB 6 1965

General Land Office

Page 2 - No. 231415 - Wilson Exploration Company - Davey-State

WORKING INTEREST (Cont'd)

John H. Wilson	2/16 of 25/32 W.I. (.0976562)
Wilson Exploration Company	1/16 of 25/32 W.I. (.0488281)

11

~~Division Order~~
~~File Date~~
~~JERRY SADLER, COMMISSIONER~~

M. 53312
Division Order
File Date 2-18-65
JERRY SADLER, COMMISSIONER



THE PERMIAN CORPORATION

1509 W. WALL

P. O. BOX 3119

MIDLAND, TEXAS, 79704

MU 3-4711

April 8, 1965

Re: No. 231415 - Wilson Exploration Company - Davey-State

Wilson Exploration Company
1212 West El Paso
Fort Worth, Texas

Attention: Mr. John H. Wilson II

Gentlemen:

We are forwarding herewith counterparts of our division order which has been amended as to the description only in accordance with letter and copy of assignment furnished by Gulf Oil Corporation.

If the terms and provisions set forth in this division order meet with your approval, please distribute same to the various interest owners for execution in accordance with the attached instructions, requesting each to retain one copy for his own permanent record and to return one fully executed copy to this office.

All interest owners under this lease, with the exception of Dorothy Davey Cason and Kathleen Davey Hamilton have been released for payment effective March 1, 1965, and there will be no interruption in payments provided the fully executed copies of the enclosed division order are returned to this office within 60 days. We have not received executed division orders from Dorothy Davey Cason and Kathleen Davey Hamilton.

Thank you for your cooperation and assistance in this matter.

Yours very truly,

THE PERMIAN CORPORATION

George W. Trevett, Jr.
George W. Trevett, Jr.

ns
Enclosures

RECEIVED
APR 15 1965
General Land Office

WILSON EXPLORATION COMPANY

1212 WEST EL PASO
FORT WORTH, TEXAS

April 13, 1965

(B)

10

53312

2

Commissioner of the General Land Office
Austin, Texas

Re: Davey-State Lease
Loving County, Texas

Dear Sir:

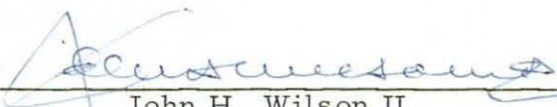
Enclosed you will find two copies of an amended division order covering the subject lease, together with a copy of letter from The Permian Corporation which is self-explanatory.

If the enclosed division order meets with your approval, please execute and forward one copy to The Permian Corporation, P. O. Box 3119, Midland, Texas 79704. We would appreciate receiving a copy of your letter of transmittal.

Very truly yours,

WILSON EXPLORATION COMPANY

By


John H. Wilson II

JHW II: pd

Encl.

cc - The Permian Corp.

RECEIVED
APR 15 1965
General Land Office



GENERAL LAND OFFICE

AUSTIN, TEXAS

April 19, 1965

JERRY SADLER
COMMISSIONER

Permian Corporation
P. O. Box 3119
Midland, Texas

RE: WILSON EXPLORATION COMPANY - Davey-State
40 acres in North corner of
Section 68, Block 1, W&NW RR Co.
Loving County, Texas

Gentlemen:

Our Lease No. M-53312

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 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 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,

JERRY SADLER, Commissioner

JS/cfn

Enclosure

11-~~10~~

MF-53312

D1B1C

THE PERMIAN CORPORATION

AMENDED AS TO
DESCRIPTION ONLY

DIVISION ORDER

Lease No. 231415 April 7, 1965

TO THE PERMIAN CORPORATION, P. O. BOX 3119, MIDLAND, TEXAS

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the

Wilson Exploration Company - Davey-State

farm or lease, located in Loving County, State of Texas, more particularly described as follows:

A 40-acre square in the North corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas, which is more fully shown on Survey Plat of July 25, 1964, by Fred B. Armstrong, surrounding the Davey-State Well No. 1,

LIMITED from the surface down to the base of the Delaware Sand formation, not to exceed 4,500 feet beneath the surface,

and commencing at 7 A.M., the _____ day of _____ first runs _____, 19____, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
<u>ROYALTY INTEREST</u>		
The State of Texas	1/16 of 8/8 R.I. (.0625000)	
East Texas National Bank, Palestine, Texas, Independent Executor of the Estate of M. A. Davey, Jr., Deceased	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Dorothy Davey Cason, whose husband is A. B. Cason, her separate property	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Kathleen Davey Hamilton, whose husband is W. Lamar Hamilton, her separate property	1/3 of 1/16 of 8/8 R.I. (.0208334)	
<u>OVERRIDING ROYALTY INTEREST</u>		
Gulf Oil Corporation	3/32 of 8/8 O.R.I. (.0937500)	
<u>WORKING INTEREST</u>		
Fred Goodstein	9/16 of 25/32 W.I. (.4394532)	
Piper Petroleum Company	4/16 of 25/32 W.I. (.1953125)	

RECEIVED
APR 15 1965
General Land Office

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been and will be produced and handled in compliance with the Fair Labor Standards Act of 1938, and any amendments thereto, and all other federal, state and municipal laws, rules and regulations.

OWNERS SIGN BELOW

In accordance with Federal law please indicate your Social Security or Identification number below:

BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

Page 2 - No. 231415 - Wilson Exploration Company - Davey-State

WORKING INTEREST (Cont'd)

John H. Wilson	2/16 of 25/32 W.I. (.0976562)
----------------	----------------------------------

Wilson Exploration Company	1/16 of 25/32 W.I. (.0488281)
----------------------------	----------------------------------

RECEIVED
APR 15 1965
General Land Office

(12)

53312

M.F.

Division Order

File Date

JERRY SADLER, COMMISSIONER

4-19-65

pk

August 17, 1965

Gulf Oil Corporation
P. O. Box 2100
Houston, Texas 77001

Re: State Lease M-53312
Davey State Lease
Wheat Field
Loving 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:

Oil or Gas Distillate Report (Form MA-1) for first production to date, The Permian Corporation's Oil Purchase Statement for first sale to date, Permian D/O 231415.

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: hf

13.

53312

M. F.

CORRESPONDENCE FILE

To

Gulf Oil Corp.

From

Dated

8-17-65

pp

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

PRODUCTION DISTRICT

ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	65	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 4292

21.80

TOTAL

21.80

12

RECEIVED

AUG 11 1965

General Land Office

95511

14-

M.F. 53312

Rental Payment

Filed AUG 11 1965 19.....

JERRY SADLER, COMMISSIONER

Smc

Clerk

November 26, 1965

Wilson Exploration Company
1212 West El Paso
Ft Worth, Texas

Re: State Lease M-53312
Davey Lease
Wheat Field
Loving 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:

Oil or Gas Distillate Report (Form MA-1) for September, 1964 to date, and Permian Corporation's oil purchase statements for September, 1964 to date.

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: hef

15.

M. F. 53312
CORRESPONDENCE FILE

To

Wilson Exploration
~~Room~~

Dated

11-26-65
pk

✓✓✓ 15
WILSON EXPLORATION COMPANY

1212 WEST EL PASO
FORT WORTH, TEXAS

November 30, 1965

Mr. Jerry Sadler, Commissioner
General Land Office
Austin, Texas

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

Re: State Lease M-53312-B
Davey Lease
Wheat Field
Loving County, Texas

Gentlemen:

In compliance with your letter of November 26, 1965, regarding Form MA-1 for above captioned lease, we are submitting this report for months of September, 1964 through October, 1965.

In the future, this report will be furnished you each month by the twentieth day following the close of the previous month.

Very truly yours,

WILSON EXPLORATION COMPANY

By Thomas L. Leahy
Thomas L. Leahy

TLL:pd

DEC 2 1965
General Land Office

16.

M. F. 5-3312

CORRESPONDENCE FILE

Wilson Exploration

From

Dated 11-30-65



THE PERMIAN CORPORATION

1509 W. WALL P. O. BOX 3119

MIDLAND, TEXAS, 79704

MU 3-4711

2 September, 1965

RECEIVED
SEP 4 1965
General Land Office

General Land Office
Austin, Texas

Attention: Mr. C. F. Niebuhr

Re: Lease #231415 - Davey-State - State Lease #M-53312

B

Gentlemen:

We are enclosing the listing of runs in accordance with your letter of August 17, 1965 to Gulf Oil Corporation.

Wheat

We have arranged to forward to you, the copy of the Operator Statement, effective August, 1965. We have enclosed a copy of May, June and July, 1965 Operator Statements and have listed the runs made from date of connection by Permian to May, 1965. Since we do not retain copies of detail Operator Statements for longer than a three month period.

We would suggest that you contact Wilson Exploration Co. whose address I have listed below, for the Form MA-1's you have requested since they are the current Operator and not Gulf Oil Corporation.

Yours very truly,

THE PERMIAN CORPORATION

William E. Perry
William E. Perry

WE2/ht
encl.

cc: Wilson Exploration Co.
1212 West El Paso
Fort Worth, Texas

DATE	NET BBLs	MARKETING	TAX	NET VALUE
9/64	136.30	20.45	17.68	361.23
10/64	466.72	70.01	60.56	1,236.92
11/64	452.51	67.88	58.57	1,196.30
12/64	311.71	46.75	40.73	832.07
1/65	311.46	46.72	40.56	828.41
2/65	303.37	45.51	39.78	812.59
3/65	310.38	46.56	40.41	825.53
4/65	308.43	46.27	40.16	820.37

RECEIVED
SEP 4 1965
General Land Office

17

M. F. 5-3312

CORRESPONDENCE FILE

To

Perman

FROM

Dated

4-2-65

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

ROSWELL, NEW MEXICO 88201

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	Loving	Tex.	218.00	12	09	05	66	3-00446-00

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

RENTAL AMOUNT

State of Texas M-53312

****21.80

93930

RECEIVED
AUG 12 1966
General Land Office

DETACH AND RETAIN

18

M.F. 53312

Rental Payment

Filed 8-12 1966

JERRY SADLER, COMMISSIONER

James

Clerk

ROSWELL
PRODUCTION DISTRICT

Gulf Oil Corporation

P. O. BOX 1938
ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	Loving	Tex.	218.00	12	09	05	67	3-00446-00
HIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

State of Texas Lease M-53312

12

***21.80

RECEIVED
AUG 10 1967
General Land Office

89252

79
N.F.

53312

Rental Payment

Filed AUG 10 1967

JERRY SADLER, COMMISSIONER

Jmr

Clerk

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	Loving	Tex.	218.00	12	09	05	68	3-00446-00

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

RENTAL AMOUNT

State of Texas, M-53312

***21.80

12

RECEIVED
AUG 16 1968
General Land Office

93720

20

M.F.

53312

20

File

Recd. ^{Tarrant}
AUG 16 1968

JERRY SALLER, COMMISSIONER

dy

Clerk

November 7, 1968

Wilson Exploration Company
1212 West El Paso
Fort Worth, Texas 76102

RE: State Lease M-53312
Davey-State Lease
Wheat Field
Loving 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:

The Permian Corporation Oil Purchase Statement for March, 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: lce

(21)

M. F. 53312

CORRESPONDENCE FILE

To

Wilson Exploration
Company

From

Dated 11-7-68

de

GENERAL LAND OFFICE
AUSTIN, TEXAS
78701

November 7, 1968

RECEIVED

NOV 12 1968

General Land Office

Wilson Exploration Company
1212 West El Paso
Fort Worth, Texas 76102

RE: State Lease M-53312
Davey-State Lease
Wheat Field
Loving County, Texas

Gentlemen:

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Thank you for your cooperation.

Sincerely yours,

TERPV SADLER, COMMISSIONER

by: *G. F. Niebuhr*
G. F. Niebuhr, Director
Finance, Audit and Investment

CFN: lce

(22)

M. F. 53312
CORRESPONDENCE FILE

Wien Exploration
From

Dated 11-12-68

dp

ROSWELL

Gulf Oil Corporation ✓ ✓

P. O. BOX 1938

PRODUCTION DISTRICT

ROSWELL, NEW MEXICO 88201

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	Loving	Tex.	218.00	12	09	05	69	3-00446-00

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

RENTAL AMOUNT

Commissioner of General Land Office
State of Texas M-53312

12
***21.80

RECEIVED**AUG 9 1969**

General Land Office

97149

23

M.F. 53312

Rental Payment

Filed

19

69

JERRY SADLER, COMMISSIONER

CL
Clerk

ROSWELL

Gulf Oil Corporation

P. O. BOX 1938

ROSWELL, NEW MEXICO 8820

PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	70	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
 STATE OF TEXAS, AUSTIN, TEXAS, M 53312
 REPORT NO. 3 2271

12

TOTAL

21.80

21.80

RECEIVED

AUG 13 1970

General Land Office

92665

#24

24

M.F. 53312
Rental Payment
8-14-70
JERRY WOODMAN, COMMISSIONER
Clerk

MIDLAND
PRODUCTION DISTRICT

Gulf Oil Corporation

P. O. BOX 1150
MIDLAND, TEXA

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	71	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

TOTAL 100203 21.80

RECEIVED

AUG 10 1971

General Land Office

25

M.F. 53312

Rental Payment

Filed 8/10 19 71

BOB ARMSTRONG, COMMISSIONER

Clerk

MIDLAND
RODUCTION DISTRICT

Gulf Oil Corporation ✓

P. O. BOX 1150
MIDLAND, TEXAS

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
DAY	YR.		BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	72	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

TOTAL

21.80

(12)

RECEIVED

AUG 10 1972

General Land Office

108639

M.F.

53312

Rental Payment

Filed

9/10/19 72

BOB ARMSTRONG, COMMISSIONER

Clerk

#26

26

MIDLAND
PRODUCTION DISTRICT

Gulf Oil Corporation

P. O. BOX 115,
MIDLAND, TEXAS

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TEX	218.00	12	09	05	73	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

12 TOTAL

21.80

RECEIVED

AUG 10 1973

General Land Office

106359

(27) M.F. 53312

Rental Payment

Filed 8-10 1973

BOB ARMSTRONG, COMMISSIONER

718

Clerk

MIDLAND
PRODUCTION DISTRICT

Gulf Oil Corporation

P. O. BOX 1150
MIDLAND, TEXAS

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	LOVING	TX	218.00	12	09	05	74	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

TOTAL

21.80

123408

RECEIVED

AUG 7 1974

General Land Office

(58) M.F. 53312

Rental Payment

Filed 8-7 1974

BOB ARMSTRONG, COMMISSIONER

ms
Clerk

MIDLAND

Gulf Oil Corporation

P. O. BOX 1150

MIDLAND, TEXAS

EXPLORATION/PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019	0412	LOVING	TX	218.00	12	09	05	75	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

TOTAL

21.80

RECEIVED

AUG 12 1975

General Land Office

114079

(29)

M-53312

Rentas Payment

8-12-75

December 12, 1975
GLO 9181X

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79701

RE: State Lease M-53312
Grayling Unit
Vermejo Field
Loving County, Texas

Gentlemen:

The Unit Agreement covering gas sales from the above State Lease entitles the State to take in kind its royalty share of gas produced.

Please advise the price being negotiated, term of the contract, future renegotiation date, buyer, and anticipated daily MCF of production.

Upon receipt of the above information, we will advise whether the State elects to take in kind its royalty share of gas or market its share under your contract.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/rsm

30

M. T. 53312

CORRESPONDENCE FILE

To

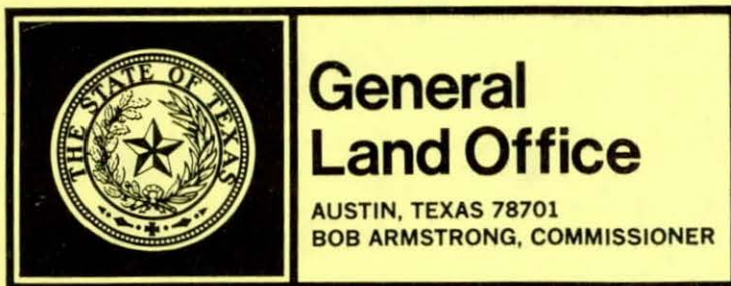
Gulf

From

H.F.

Dated

12-12-75 RSN



January 13, 1976
GLO 9181X

Gulf Oil Corporation
P. O. Drawer 1150
Midland, Texas 79701

SECOND REQUEST

RE: State Lease M-53312
Grayling Unit
Vermejo Field
Loving County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated **December 12, 1975** 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,

Harry T. Finnell, Supervisor
Resource Accounting
Telephone No. **512-475-4541**
Enclosure

HF/z1

31

M. F. 53312

CORRESPONDENCE FILE

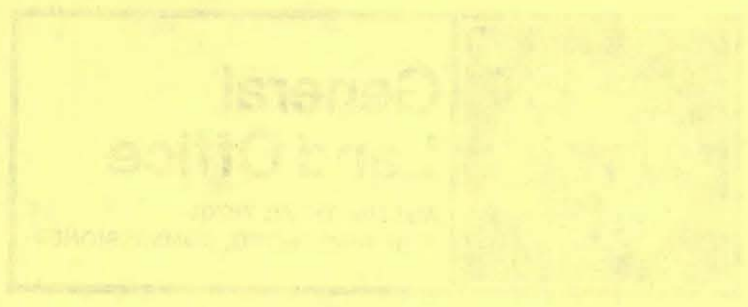
To

Gulf Oil Corp.

From

Dated

1-13-76



Gulf Oil Company - U.S.

LAW DEPARTMENT

Claude E. Upchurch
ATTORNEY

August 18, 1975

P. O. Box 1150
Midland, Texas 79701

Honorable Bob Armstrong
Commissioner
General Land Office
Stephen F. Austin Building
Austin, Texas 78701

Attention: Mr. Jack Howard, Director
Exploration & Development Division

Re: Proposed Grayling Unit
Vermejo Field
Loving and Ward Counties, Texas

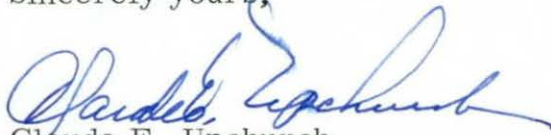
Dear Sir:

Enclosed are three copies of a proposed Pooling Agreement covering the Grayling Unit in the Vermejo Field, Loving and Ward Counties, Texas. Also enclosed are three copies of a Structure Map of the top of the Fusselman formation underlying this area. I understand this matter will be presented to the Pooling and Unitization Committee on Wednesday, August 20, 1975, and I plan to be present at this hearing.

We would appreciate favorable consideration of this proposal by the Committee for submittal to the School Land Board for its approval as soon as possible.

If anything additional is needed, please advise me.

Sincerely yours,


Claude E. Upchurch

CEU:jh
Enclosures

cc: Mr. R. F. Ward, Jr.



A DIVISION OF GULF OIL CORPORATION

(32)

M-53312

Ltr Jr

Gulf Oil Co. - U.S.
dated 8-18-75 gr

Gulf Oil Company - U.S.

LAW DEPARTMENT

Claude E. Upchurch
ATTORNEY

September 5, 1975

P. O. Box 1150
Midland, Texas 79701

RECEIVED

SEP 6 1975

General Land Office

Honorable Bob Armstrong
Commissioner
General Land Office
Stephen F. Austin Building
Austin, Texas 78791

Attention: Mr. Jack Howard, Director
Exploration & Development Division

Re: Proposed Grayling Unit
Vermejo Field
Loving and Ward Counties, Texas

Dear Sir:

On August 20, 1975, a hearing was held before the Pooling and Unitization Committee to consider Gulf's request for approval of the Pooling Agreement covering a proposed Grayling Unit in Loving County, Texas. At the conclusion of this hearing, Mr. Howard requested that we furnish him the following items of information for consideration by the Committee.

1. As of September 4, 1975, the Steelhead Unit Well #1 was drilling at 15,782 feet. It is projected to a depth sufficient to test the Ellenburger at approximately 20,730 feet. However, it is anticipated that it will only be completed in the Fusselman formation.
2. The production from the Wilson #1 Davey-State from the Wheat (Delaware) Field, Loving County, Texas, for the first five months of 1975, is as follows:

January	147 B. O.
February	160 "
March	156 "
April	104 "
May	120 "



A DIVISION OF GULF OIL CORPORATION

Honorable Bob Armstrong
Page 2
September 5, 1975

RECEIVED
SEP 6 1975
General Land Office

For your information, I am enclosing a copy from our files reflecting production from this well from December, 1970 through November, 1974.

3. Our records reflect that the following parties are the owners of the soil of the acreage covered by Gulf's Davey-State Lease with their interests shown opposite their names:

East Texas National Bank of Palestine as Trustee for M. A. Davey, III Under the Will of M. A. Davey, Jr., Deceased	1/16 of 1/16
Lottie Mae Joyce	1/12 of 1/16
Martin A. Davey, III	1/12 of 1/16
Thomas Colley, Jr.	1/9 of 1/16
Martin Colley	1/9 of 1/16
Dorothy Nell Colley	1/9 of 1/16
Kathleen Davey Hamilton, as her separate property	1/3 of 1/16

To date, Martin Colley and Dorothy Nell Colley are the only owners who have executed a counterpart of the Pooling Agreement.

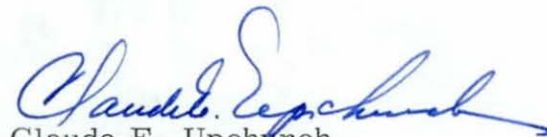
4. As I advised the Committee, the gas rights underlying the lands covered by the Davey-State Lease have not been committed to a gas purchase contract. The gas rights owned by Gulf underlying the Vermejo Unit in Loving and Ward Counties, Texas, are committed to a contract with El Paso Natural Gas Company and a brief of the provisions of this contract is attached as requested by Mr. Linward Shivers.

Honorable Bob Armstrong
Page 3
September 5, 1975

RECEIVED
SEP 6 1975
General Land Office

The above covers all of the matters requested by the Committee at the hearing; however, if additional information is needed for your consideration of Gulf's application, please let me know.

Sincerely yours,


Claude E. Upchurch

CEU:jh
Enclosures

cc: R. F. Ward, Jr.

RECEIVED

SEP 6 1975

General Land Office

SELLERS GAS RESERVATION - (1) Operational (2) Lessors (3) Control of gas (Page 33)

FORMATION LIMITATION - Below 5700' (Exhibit "A")

POINT OF DELIVERY - At or near well (Page 14)

UNUSUAL QUALITY REQUIREMENT - Not required to purchase gas with more than 20% CO₂ -
Ellenburger gas has 50% CO₂ (Page 12)

BTU - WET OR DRY - Dry @ 60°F and 30" mercury

LINE PRESSURE - 1200# - after three years Buyer must overcome natural decline to permit delivery
(Page 14) of 80% deliverability. Not responsible below 250 psig (Page 15)

GAS MEASUREMENT - 13.2 psi (Page 20)

PRESSURE BASE -

ATMOSPHERIC PRESSURE - 14.65 psi (Page 20)

BTU SAMPLING - Each six months (Page 21)

COMPRESSION - See "Line Pressure"

DRAINAGE CLAUSE - Yes (Page 8)

PRICE - Until 1/1/76 - \$1.25/MCF
After 1/1/76 - prevailing price - not less than table shown. Prevailing price average of three
highest prices in Loving, Ward, Reeves and Pecos Counties

ESCALATION - Redetermination each year (Page 23)

BTU ADJUSTMENT - Yes (Page 23)

NEW TAXES - 90% (Page

AREA RATE CLAUSE - No - intrastate contract

RECEIVED
SEP 6 1975
General Land Office

NATIONAL RATE CLAUSE - No - intrastate contract

PRICE RENEGOTIATION - Yes (Page 24)

DEREGULATION CLAUSE - No - intrastate contract

TAKE OR PAY - Yes - (page 3 & 4)

DCQ - First three years - 80% of delivery capacity. Thereafter - 1 MM/5MMM

EXCESS ROYALTY CLAUSE - Yes to the extent that State may take its gas in kind (Page 9)

VOLUME STATEMENT - Yes - 10th of month

EXAMINE BOOKS - Yes (Page 27)

TERM - 10 years (Page 29)

ARBITRATION - Reserve determination (Page 24)

BREACH OF CONTRACT - No

FPC CERTIFICATION - No - intrastate

RELEASES -
 (1) in case Buyer elects not to treat
 (2) in case Buyer does not compress below 250 psi
 (3) in case Buyer does not connect because of delivery capacity

PROCESSING RIGHTS - Yes (Page 33)

TIE-IN DATE - 60 days after notice (Page 29)

CONNECTION REQUIREMENTS - 1 MM @ 1200 psig or line operating pressure (Page 29) 6 1975

RESERVE DETERMINATION - Yes, third year to determine DCQ (Page 9)

INTRASTATE & REPUBLIC OF MEXICO - Yes (Page 36)

POOLING - Yes (Page 34)

BUYER RIGHT - to regulate flow (Page 30)

COMMERCIAL QUANTITIES - \$1500/Mo. (Page 8)

TESTING - Contract sets forth rigid tests for deliverability (Page 5)

GAS TREATING - Seller is never required to treat (Page 14)

RECEIVED

General Land Office

TMO:pr
5/21/75

OPERATORS LEASE NAME Davey State #1 Permi
NAME OF OPERATOR Wilson Expl Co.
POOL DESIGNATION Wheat (Delaware)
GULF DESIGNATION & LEASE NO. Davey State 3-00446
COUNTY Loving MAP NO. 113 CO-ORD 12-M
SURVEY Sec 68, Blk 1, W & NWRR UNIT FACTOR _____
GULF O.R.R.I. 093750 OVER _____ BBLS PER DAY PER WELL
GULF O.R.R.I. _____ UNDER _____ BBLS PER DAY PER WELL
GA CODE Fac. #52760 OIL & PAY CODE 425-96590-606-0
NUMBER PRODUCING WELLS ON THIS LEASE 1

1212 26. El Paso St
Fort Worth, Texas
ZIP CODE 76102
TEL. NO. 817-332-6324
REMARKS: _____

RECEIVED
SEP 6 1975
General Land Office

TYPE OF SE.	PRODUCTION		SALES			PRODUCTION		SALES	
	OIL	GAS	OIL	GAS		OIL	GAS	OIL	GAS
Dec. <u>70</u>	<u>193</u>		<u>154</u>		Dec. <u>72</u>	<u>186</u>		<u>152</u>	
Jan. <u>71</u>	<u>174</u>		<u>148</u>		Jan. <u>73</u>	<u>178</u>		<u>152</u>	
Feb. <u>"</u>	<u>171</u>		<u>295</u>		Feb. <u>"</u>	<u>161</u>		<u>150</u>	
Mar. <u>"</u>	<u>205</u>		<u>148</u>		Mar. <u>"</u>	<u>146</u>		<u>153</u>	
Apr. <u>"</u>	<u>188</u>		<u>153</u>		Apr. <u>"</u>	<u>135</u>		<u>151</u>	
May <u>"</u>	<u>168</u>		<u>295</u>		May <u>"</u>	<u>155</u>		<u>152</u>	
June <u>"</u>	<u>209</u>		<u>153</u>		June <u>"</u>	<u>158</u>		<u>148</u>	
July <u>"</u>	<u>186</u>		<u>147</u>		July <u>"</u>	<u>164</u>		<u>154</u>	
Aug. <u>"</u>	<u>182</u>		<u>149</u>		Aug. <u>"</u>	<u>159</u>		<u>152</u>	
Sept. <u>"</u>	<u>175</u>		<u>151</u>		Sept. <u>"</u>	<u>139</u>		<u>0</u>	
Oct. <u>"</u>	<u>184</u>		<u>293</u>		Oct. <u>"</u>	<u>120</u>		<u>0</u>	
Nov. <u>"</u>	<u>174</u>		<u>152</u>		Nov. <u>"</u>	<u>141</u>		<u>155</u>	
TOTALS	<u>2209</u>		<u>2238</u>		TOTALS	<u>1842</u>		<u>1519</u>	
Dec. <u>71</u>	<u>180</u>		<u>153</u>		Dec. <u>73</u>	<u>141</u>		<u>153</u>	
Jan. <u>72</u>	<u>189</u>		<u>153</u>		Jan. <u>74</u>	<u>134</u>		<u>0</u>	
Feb. <u>"</u>	<u>192</u>		<u>294</u>		Feb. <u>"</u>	<u>135</u>		<u>160</u>	
Mar. <u>"</u>	<u>183</u>		<u>148</u>		Mar. <u>"</u>	<u>121</u>		<u>144</u>	
Apr. <u>"</u>	<u>136</u>		<u>149</u>		Apr. <u>"</u>	<u>136</u>		<u>152</u>	
May <u>"</u>	<u>157</u>		<u>152</u>		May <u>"</u>	<u>179</u>		<u>150</u>	
June <u>"</u>	<u>165</u>		<u>150</u>		June <u>"</u>	<u>151</u>		<u>200</u>	
July <u>"</u>	<u>173</u>		<u>152</u>		July <u>"</u>	<u>154</u>		<u>0</u>	
Aug. <u>"</u>	<u>186</u>		<u>150</u>		Aug. <u>"</u>	<u>161</u>		<u>156</u>	
Sept. <u>"</u>	<u>180</u>		<u>150</u>		Sept. <u>"</u>	<u>116</u>		<u>152</u>	
Oct. <u>"</u>	<u>180</u>		<u>149</u>		Oct. <u>"</u>	<u>147</u>		<u>151</u>	
Nov. <u>"</u>	<u>173</u>		<u>298</u>		Nov. <u>"</u>	<u>149</u>		<u>174</u>	
TOTALS	<u>2094</u>		<u>2098</u>		TOTALS				

(33)

M-53312

Ltr fr

Gulf Oil Co.-U.S.

dated 9-5-75-92

November 5, 1975

Gulf Oil Company, U. S.
P. O. Box 1150
Midland, Texas 79701

Attention: Mr. Claude E. Upchurch

Re: Pooling Agreement
Grayling Unit
Vermejo Field
Loving County, Texas
M-53312

Dear Mr. Upchurch:

At its regular meeting of November 4, 1975, the School Land Board approved the captioned agreement with the following conditions:

1. The full market price be received and that sixty-day notice be hereby given that the Board desires at its option to take the State's share of royalty in kind.
2. The royalty will be increased to 1/5th on deep gas sands.

Please submit executed copies of the agreement so that we may circulate same for execution.

If we may be of further service, please advise.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf

(34)

M-53312

Ltr to

Gulf Oil Co. - U.S.

Dated 11-5-75 gsd

January 2, 1976

Gulf Oil Company, U. S.
P. O. Box 1150
Midland, Texas 79701

Attention: Mr. Claude E. Upchurch

Re: Pooling Agreement, Grayling Unit
Vermejo Field, M-53312
Loving County, Texas

Dear Mr. Upchurch:

As of this date, we have ~~not~~ received a reply to the enclosed copy of our letter of November 5, 1975.

Please submit fully executed copies of the agreement so that we may circulate same for execution.

If we may be of further service, please advise.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf
Enclosure

(35)

M-53312

L to to

Gulf oil co - Und.

dated 1-2-76 gm

Gulf Energy and Minerals Company - U. S.

EXPLORATION DEPARTMENT
MIDLAND DISTRICT

R. E. Griffith
DISTRICT LAND AGENT

P. O. Drawer 1150
Midland, Texas 79701

February 20, 1976

Re: Pooling Agreement, Grayling Unit,
Vermejo Field, M-53312, Loving
County, Texas (Gulf Lease Numbers
3-01314-00 and 3-00446-00)

RECEIVED
FEB 23 1976
General Land Office

The Honorable Bob Armstrong, Commissioner
School Land Board
General Land Office
Austin, Texas 78701

Attention: Mr. H. E. White

Gentlemen:

Reference is made to your letters of November 15, 1975 and
January 2, 1976 concerning the captioned Pooling Agreement.

Transmitted herewith for your review and circulation for
execution are four (4) fully executed copies of the Grayling Unit
Pooling Agreement. At your request, we have incorporated clause 4(k),
Page 4, which increases the royalty to one-fifth (1/5) on deep gas
sands and have revised Section 6, Page 5, to provide for notice of
sixty (60) days.

After you have circulated and executed the agreement, please
return one (1) fully executed copy to Gulf which we will file for
record with the County Clerk of Loving County, Texas.

Yours very truly,

R. E. Griffith

R. E. GRIFFITH

DJS/kb

Enclosures



A DIVISION OF GULF OIL CORPORATION

(36)

M-53312

Ltr fw

Gulf Energy + Minerals

Co. - U.S.

dated 2-20-76 gsd

February 27, 1976

Gulf Energy and Minerals Company, U. S.
P. O. Drawer 1150
Midland, Texas 79701

Attention: Mr. R. E. Griffith

Re: Pooling Agreement, Grayling Unit
Vermejo Field, M-53312,
Loving County, Texas

Dear Mr. Griffith:

Please be advised that the pooling agreement received in this office February 23, 1976, does not provide that the State shall receive "full market price" as set forth in our letter of November 11, 1975. Please secure a letter agreement from the lease owners to this effect.

Upon receipt of the letter agreement, we will return the fully executed copies of the agreement to you.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf

(37)

7H-53312

Ltr to

Gulf Energy &

Minerals Co.-U.S.

Dated 2-27-76 ga

Gulf Energy and Minerals Company - U. S.

EXPLORATION DEPARTMENT
MIDLAND DISTRICT

March 2, 1976

R. E. Griffith
DISTRICT LAND AGENT

P. O. Drawer 1150
Midland, Texas 79701

RECEIVED

MAR 3 1976

General Land Office

Re: Pooling Agreement, Grayling Unit
Vermejo Field, M-53312,
LOVING COUNTY, Texas

Mr. H. E. White, Secretary
School Land Board
General Land Office
Austin, TX 78701

Dear Mr. White:

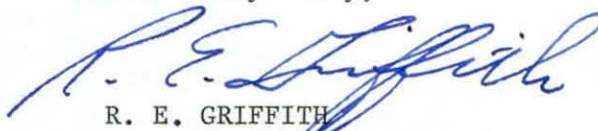
Reference is made to your letter of February 27, 1976 in which you advised that the captioned pooling agreement did not provide for the State to receive "full market price" for any of its royalty gas produced from this Unit. You also requested that we secure a letter agreement from all of the lease owners to this effect.

Inasmuch as Gulf Oil Corporation is the lessee and sole owner of the Relinquishment Act Lease dated September 5, 1961 from M. A. Davey, Jr. et al, recorded in Volume 19, Page 412 of the Oil and Gas Records of Loving County, Texas and being listed as Tract 4 in the Pooling Agreement in your possession, we request that you rely solely on Gulf's assurance that the State of Texas shall receive "full market price" on the royalty to be paid for any gas produced and attributed to the above described lease.

We are also the Operator of the Grayling Unit, and we do agree to pay the State the full market price for any of its royalty gas produced from this Unit.

Your cooperation in this matter would be greatly appreciated, and it would allow Gulf to expedite the commencement date of the well which we plan to drill on the Grayling Unit.

Yours very truly,


R. E. GRIFFITH

REG/dch

RECEIVED

MAR 3 P.M.

LAND RESOURCES



A DIVISION OF GULF OIL CORPORATION

38

M-5-3312

Ltr to

Gulf Energy &

Minerals Co. - U.S.

Dated 3-2-76 g2

RECEIVED

MAR 3 PM

LAND RESOURCES

March 11, 1976

Gulf Energy & Minerals Company
P. O. Drawer 1150
Midland, Texas 79701

Attention: Mr. R. E. Griffith

Re: Pooling Agreement, Grayling Unit
Vermejo Field, M-53312,
Loving County, Texas

Gentlemen:

Enclosed is the original and two copies of the captioned pooling agreement, fully executed by the Commissioner of the General Land Office. A copy has been retained for our files.

If we may be of further service, please advise.

Sincerely,

Bob Armstrong

By

H. E. White, Secretary
School Land Board
Phone 512 475-6491

HEW/lf
Enclosures

(39)

M-53312

L to L

Gulf Energy &

Minerals Co.

dated 3-11-76 gas

(40)

M-53312

Pooling Agreement

Graveling Unit

Dated 3-11-76 g.s.

DO NOT DESTROY

-MEMO-

Operator Gulf Oil Corporation

Unit Name Greyling

County Loving

Effective Date 3/11/76

Unitized for: Oil ☐ Gas ☒ Oil & Gas ☐

1. M.F. No. 53312

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

18
04 .309659 x 10 .03965909 %

2. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

3. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

4. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

REMARKS:

Royalty increased to 10%

*Inactive
1-28-97*

Prepared by CW Entered Unit Book _____

Exploration and Development

Lease Status Report

DO NOT DESTROY

DATE

NAME

TO: Mineral Acctg. 3-17-76 M. H. JANSZEN

I.F. No. 53312

Lease Sed. 68, Bldg. 1, W & NW Ry. Co.

County LOVING

Operator GULF OIL CORP.

Effective Date

☐ P & A (Last Well on Lease) _____

☐ First Producing Well on Lease _____

☐ Commingle Production _____

☒ Unit & Pooling Agreements 3-11-76

☐ Amendments to Units _____

☐ Other: Note Below _____

POOLING COMMITTEE REPORT

Unit #1010
Gray Ling

TO: SCHOOL LAND BOARD

DATE: October 28, 1975

3-11-76
APP. S.L.B. 11-4-75
*(SEE BELOW) 6500'

OPERATOR: Gulf Oil Corporation

COUNTY: Loving

UNIT NAME: Grayling

FIELD: Vermejo

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
M-53312	218	218

Unitized for:

Kind of land:

Oil _____
Gas X Below 6500'
Oil and Gas _____

State Owned _____
Relinquishment Act X _____
Free Royalty _____

Size of Unit 704 Acres
State owned 218 Acres
Privately owned 486 Acres

Well location:
State land X _____
Private land _____

Participation:

Railroad Commission Field Rules:

Basis Surface Acreage
Royalty (See Below)

Spacing 640 + 10%
Well factor _____
Acreage factor 100%

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

REMARKS: This gas pooling application was passed over by the School Land Board on October 7, 1975, with instructions for the staff to secure more information from owners of the soil and the operator in regard to the request for a royalty increase, because of no pooling provision in the lease.

The Pooling Committee has been advised that agents for the State have asked for a royalty increase on the deep gas sands in this Field. It is the recommendation of the Committee that royalty to the State on the deep gas be increased from 6.25% to 10%.

The lease has been held by shallow oil production and royalty of 6.25% has been paid on this production.

* APPROVED WITH ROYALTY INCREASE TO 20% (10% TO STATE)
ON DEEP GAS SANDS

APPROVAL: Recommended X

Not Recommended _____

Linward Shivers

Jack M. Howard

POOLING AGREEMENT

GRAYLING UNIT

RECEIVED
FEB 23 1976
General Land Office

THE STATE OF TEXAS §

COUNTY OF LOVING §

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

1. PURPOSES

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

2. UNIT DESCRIPTION

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

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

The four tracts of land comprising this unit contain a total of 704 acres, more or less, all situated in Loving County, Texas, and more particularly described as follows:

Tract One:

All of Section 69, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, containing 267 acres of land.

Tract Two:

The East 117 acres of Section 70, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 69 and 70 of said Block is the North line of Section 70.

Tract Three:

The East 102 acres of Section 67, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 70 and 67 of said Block is the North line of Section 67.

Tract Four:

All of Section 68, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, containing 218 acres of land.

3. MINERAL POOLED

The mineral pooled and unitized hereby shall be and extend only to gas, including condensates, produced and saved from below the depth of 6,500 feet beneath the surface.

4. POOLING AND EFFECT

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

- (a) The unit, to the extent as above described shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

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

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

- (i) This agreement shall not relieve Lessees from the duty of protecting the above described leases from drainage from any well situated on privately owned land, but, subject to such obligation, the Lessees may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (j) Should this agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this agreement.
- (k) Tract Four described above, being Section 68, Block 1, W & NW Ry. Co. Survey, Loving County, Texas, is covered by the Oil and Gas Lease described in Exhibit "A" attached hereto. The royalty payable under the terms of said Lease on the pooled mineral (gas, including condensates) produced from the unit area created hereby and allocated to Tract Four under the terms hereof, shall be increased from one-eighth ($1/8$) to one-fifth ($1/5$), one-half ($1/2$) of which shall be payable to the Commissioner of the General Land Office and one-half ($1/2$) to the owners of the soil.

5. ALLOCATION OF PRODUCTION

For the purpose of computing the royalty to which each Lessor shall be entitled on production of gas, with or without condensates, there shall be

allocated to each lease committed to the above referred unit, that pro rata portion from the gas and condensates produced from the pooled unit which the number of surface acres covered by each such lease bears to the total number of surface acres included in the pooled unit.

6. OPTION OF STATE TO TAKE ROYALTY IN KIND

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days' notice to Lessees, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

7. EFFECTIVE DATE

This agreement shall become effective on the first day of the month following the month that this agreement is executed by the parties hereto and filed for record with the County Clerk of Loving County, Texas.

8. TERM

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

9. STATE LAND

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this agreement is entered into

made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provision of Article 5382c, Vernon's Annotated Civil Statutes of Texas, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Statute, having been duly considered, made and obtained.

10. COMMITMENT OF PRIVATELY OWNED LANDS

Forest Oil Corporation, as Lessee under the lease covering Tract 2, and Getty Oil Company, as Lessee under the lease covering Tract 3, both tracts being described in Exhibit "A" attached hereto, are committing such tracts to this unit under the terms and provisions of their respective leases which authorize and grant the lessee the power to pool and combine such lands, the leasehold rights and any mineral or royalty interests therein, in accordance with the terms and conditions thereof.

11. TERMINATION

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

12. COUNTERPART EXECUTION

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

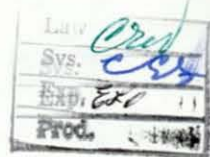
Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

Date: January 4, 1975

GULF OIL CORPORATION

By B. L. Chaste
Attorney-in-Fact



Handwritten notes:
2/10
L.R.
wed
R.H.W.

ATTEST:

Assistant Secretary

Date: _____

FOREST OIL CORPORATION

By _____
Vice President

Date: _____

GETTY OIL COMPANY

By _____

Date: _____

TENNECO OIL COMPANY

By _____
Attorney-in-Fact

Date: _____

BRAVO OIL COMPANY

By _____

Date: 3-11-76

THE STATE OF TEXAS

By Bob Armstrong
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

Handwritten notes and stamp:
AG
Audit
Legal
Comptroller
Execution
Engineer

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of December, 1975.

Emily Jones
Notary Public in and for
Midland County, Texas

EMILY JONES - Notary Public
In and for Midland County, Texas
Commission Expires June 1, 1977

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

Date: _____

ATTEST:

Robert P. Castro
Assistant Secretary

Date: December 3, 1975

GULF OIL CORPORATION

By _____
Attorney-in-Fact

FOREST OIL CORPORATION

By W. T. Don
Vice President

Date: _____

GETTY OIL COMPANY

By _____

Date: _____

TENNECO OIL COMPANY

By _____
Attorney-in-Fact

Date: _____

BRAVO OIL COMPANY

By _____

Date: 3-11-76

THE STATE OF TEXAS

By Bob Armstrong
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Dale F. Dorn, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President for FOREST OIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said FOREST OIL CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December, 1975.



Marie Sherrill Marie Sherrill
Notary Public in and for
Midland County, Texas

MY COMMISSION EXPIRES JUNE 1, 1977

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

GULF OIL CORPORATION

Date: _____

By _____
Attorney-in-Fact

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By _____
Vice President

Date: _____

GETTY OIL COMPANY

Date: Feb. 17, 1976

By *Clyde E. Helber*
Attorney-in-Fact

TENNECO OIL COMPANY

Date: _____

By _____
Attorney-in-Fact

BRAVO OIL COMPANY

Date: _____

By _____

THE STATE OF TEXAS

Date: _____

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of February, 1976.

Marsha Ann Parnell
Notary Public in and for
Harris County, Texas

MARSHA ANN PARNELL
Notary Public in and for Harris County, Texas
MY Commission Expires June 1, 1977

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

Date: _____

GULF OIL CORPORATION

By _____
Attorney-in-Fact

ATTEST:

Assistant Secretary

Date: _____

FOREST OIL CORPORATION

By _____
Vice President

Date: _____

GETTY OIL COMPANY

By _____

Date: _____

TENNECO OIL COMPANY

By *[Signature]* _____
Attorney-in-Fact

5-25 AKW
GW *JA*

Date: _____

BRAVO OIL COMPANY

By _____

Date: _____

THE STATE OF TEXAS

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF OKLAHOMA §

COUNTY OF Oklahoma §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of January, 1976.

Nanette Bledsoe
Notary Public in and for
Oklahoma County, Oklahoma

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

Date: _____
By _____
Attorney-in-Fact

ATTEST: _____
Assistant Secretary
Date: _____
By _____
Vice President

Date: _____
By _____
GETTY OIL COMPANY

Date: _____
By _____
Attorney-in-Fact
TENNECO OIL COMPANY

Date: JAN 7, 1926
By [Signature]
VICE PRESIDENT
BRAVO OIL COMPANY

Date: _____
By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas
THE STATE OF TEXAS

Date: _____
_____ LOTTEE MAY JOYCE
OWNERS OF THE SOIL:

Date: _____
_____ EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF OKLAHOMA §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

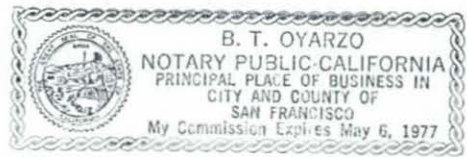
Notary Public in and for
_____ County, Oklahoma

THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of JANUARY, 1976.



B. T. Oyarzo
Notary Public in and for
SAID County, AND
STATE

CERTIFICATE

I, H. E. White, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 4th day of November, 1975, an instrument in substantially the same form as the foregoing instrument was presented to and approved by said Board, all of which is set forth in the Minutes of the Board of which I am Custodian.

IN TESTIMONY WHEREOF, witness my hand on this 24th day of February, 1977.⁶


Secretary, School Land Board
of the State of Texas

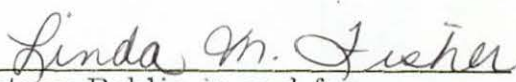
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, 1978.




Notary Public in and for
Travis County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

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

GULF OIL CORPORATION

Date: _____

By _____
Attorney-in-Fact

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By _____
Vice President

Date: _____

GETTY OIL COMPANY

Date: _____

By _____

TENNECO OIL COMPANY

Date: _____

By _____
Attorney-in-Fact

BRAVO OIL COMPANY

Date: _____

By _____

THE STATE OF TEXAS

Date: _____

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: 12/6/75

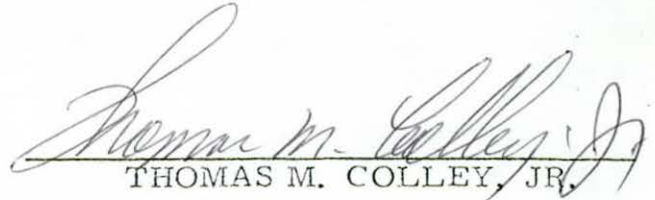
Lottie May Joyce
LOTTIE MAY JOYCE

Date: 12-8-75

Bill C. Smith
EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

Date: _____


THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: Dec 4, 1975


KATHLEEN DAVEY HAMILTON

Date: Dec 4, 1975


W. LAMAR HAMILTON

Date: _____

MARTIN A. DAVEY, III

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared LOTTE MAY JOYCE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1975.

Dyana Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Rice C. Green, known to me to be the person whose name is subscribed to the foregoing instrument as Vice Pres. & Trust Off. of the EAST TEXAS NATIONAL BANK OF PALESTINE, as Trustee for M. A. Davey III Under the Will of M. A. Davey, Jr., Deceased, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said EAST TEXAS NATIONAL BANK OF PALESTINE, as Trustee for M. A. Davey III Under the Will of M. A. Davey, Jr., Deceased.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December, 1975.

Dyana Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS M. COLLEY, JR., 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 4th day of December, 1975.

Dyana Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Walker County, Texas

THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Storey County, Nevada

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of December, 1975.

Dyana Loyd
Notary Public in and for
Anderson County, Texas

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

Date: _____

THOMAS M. COLLEY, JR.

Date: _____


MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, 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 4th day of December, 1975.

Judy Currie
Notary Public in and for
Walker County, Texas JUDY CURRIE
Notary Public
Walker County, Texas

THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Storey County, Nevada

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Anderson County, Texas

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

Date: _____

THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: Dec 5, 1975

Dorothy Nell Colley
DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

°0°

CEU:jh
11-17-75
(25)

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

Date: _____

THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

Date: 12/8/75



MARTIN A. DAVEY, III

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Walker County, Texas

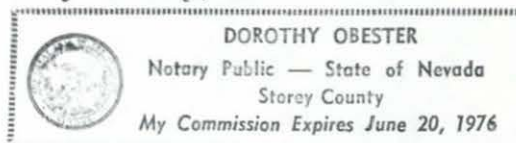
THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of December, 1975.

Dorothy Obester
Notary Public in and for
Storey County, Nevada



THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Anderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS X

COUNTY OF ANDERSON X

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN A. DAVEY, III known to me to be the identical 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 8th day of December, A.D. 19 75.

Dyana Loyd
Notary Public in and for
Anderson County, Texas

EXHIBIT "A"

GRAYLING UNIT

Mineral Deed Covering Tract One:

Gulf Oil Corporation owns an unleased mineral interest in Tract One acquired by Mineral Deed dated July 26, 1965, recorded in Volume 35, page 407, Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Two:

Oil and Gas Lease dated March 15, 1972, from A. W. Gregg, et ux., Robie Gregg, Mary E. Payne, as her separate property joined pro forma by her husband, Harvey O. Payne, and N. S. Morrow, et ux., Dorothy H. Morrow, Lessors, and Forest Oil Corporation, as Lessee, recorded in Volume 34, page 350, of the Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Three:

Oil, Gas and Mineral Lease dated June 24, 1969, from Grace McGinley, Individually and as Independent Executrix of the Estate of Thomas K. McGinley, Deceased, as Lessor, and Chalfant, Magee & Hansen, Inc., as Lessee, recorded in Volume 30, page 576, Oil and Gas Lease Records, Loving County, Texas.

Tenneco Oil Company owns an unleased mineral interest acquired by Mineral Deed filed June 16, 1967, and recorded in Volume 38, page 29, Deed Records, Loving County, Texas.

Lease Covering Tract Four:

Oil and Gas Lease dated September 5, 1961, from M. A. Davey, Jr., Dorothy Davey Cason and A. B. Cason, Kathleen Davey Hamilton and W. Lamar Hamilton, Lessors, and Jack E. Blake, as Lessee, recorded in Volume 19, page 412, of the Oil and Gas Records, Loving County, Texas.

EXHIBIT "A"

GRAYLING UNIT

Mineral Deed Covering Tract One:

Gulf Oil Corporation owns an unleased mineral interest in Tract One acquired by Mineral Deed dated July 26, 1965, recorded in Volume 35, page 407, Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Two:

Oil and Gas Lease dated March 15, 1972, from A. W. Gregg, et ux., Robie Gregg, Mary E. Payne, as her separate property joined pro forma by her husband, Harvey O. Payne, and N. S. Morrow, et ux., Dorothy H. Morrow, Lessors, and Forest Oil Corporation, as Lessee, recorded in Volume 34, page 350, of the Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Three:

Oil, Gas and Mineral Lease dated June 24, 1969, from Grace McGinley, Individually and as Independent Executrix of the Estate of Thomas K. McGinley, Deceased, as Lessor, and Chalfant, Magee & Hansen, Inc., as Lessee, recorded in Volume 30, page 576, Oil and Gas Lease Records, Loving County, Texas.

Tenneco Oil Company owns an unleased mineral interest acquired by Mineral Deed filed June 16, 1967, and recorded in Volume 38, page 29, Deed Records, Loving County, Texas.

Lease Covering Tract Four:

Oil and Gas Lease dated September 5, 1961, from M. A. Davey, Jr., Dorothy Davey Cason and A. B. Cason, Kathleen Davey Hamilton and W. Lamar Hamilton, Lessors, and Jack E. Blake, as Lessee, recorded in Volume 19, page 412, of the Oil and Gas Records, Loving County, Texas.

#40

~~THE~~ POOLING
AGREEMENT

3-11-76

(X)

FEB 2 1976
General Land Office

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APR 3 1976
General Land Office

POOLING AGREEMENT

GRAYLING UNIT

THE STATE OF TEXAS §

COUNTY OF LOVING §

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

1. PURPOSES

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

2. UNIT DESCRIPTION

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

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

The four tracts of land comprising this unit contain a total of 704 acres, more or less, all situated in Loving County, Texas, and more particularly described as follows:

Tract One:

All of Section 69, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, containing 267 acres of land.

Tract Two:

The East 117 acres of Section 70, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 69 and 70 of said Block is the North line of Section 70.

Tract Three:

The East 102 acres of Section 67, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 70 and 67 of said Block is the North line of Section 67.

Tract Four:

All of Section 68, Block 1, W&NW Ry. Co. Survey, Loving County, Texas, containing 218 acres of land.

3. MINERAL POOLED

The mineral pooled and unitized hereby shall be and extend only to gas, including condensates, produced and saved from below the depth of 6,500 feet beneath the surface.

4. POOLING AND EFFECT

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

- (a) The unit, to the extent as above described shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

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

APR 3 1976

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

- (i) This agreement shall not relieve Lessees from the duty of protecting the above described leases from drainage from any well situated on privately owned land, but, subject to such obligation, the Lessees may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (j) Should this agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this agreement.
- (k) Tract Four described above, being Section 68, Block 1, W & NW Ry. Co. Survey, Loving County, Texas, is covered by the Oil and Gas Lease described in Exhibit "A" attached hereto. The royalty payable under the terms of said Lease on the pooled mineral (gas, including condensates) produced from the unit area created hereby and allocated to Tract Four under the terms hereof, shall be increased from one-eighth ($1/8$) to one-fifth ($1/5$), one-half ($1/2$) of which shall be payable to the Commissioner of the General Land Office and one-half ($1/2$) to the owners of the soil.

5. ALLOCATION OF PRODUCTION

For the purpose of computing the royalty to which each Lessor shall be entitled on production of gas, with or without condensates, there shall be

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General Land Office

allocated to each lease committed to the above referred unit, that pro rata portion from the gas and condensates produced from the pooled unit which the number of surface acres covered by each such lease bears to the total number of surface acres included in the pooled unit.

6. OPTION OF STATE TO TAKE ROYALTY IN KIND

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days' notice to Lessees, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

7. EFFECTIVE DATE

This agreement shall become effective on the first day of the month following the month that this agreement is executed by the parties hereto and filed for record with the County Clerk of Loving County, Texas.

8. TERM

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

9. STATE LAND

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this agreement is entered into

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APR 3 1976
General Land Office

made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provision of Article 5382c, Vernon's Annotated Civil Statutes of Texas, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Statute, having been duly considered, made and obtained.

10. COMMITMENT OF PRIVATELY OWNED LANDS

Forest Oil Corporation, as Lessee under the lease covering Tract 2, and Getty Oil Company, as Lessee under the lease covering Tract 3, both tracts being described in Exhibit "A" attached hereto, are committing such tracts to this unit under the terms and provisions of their respective leases which authorize and grant the lessee the power to pool and combine such lands, the leasehold rights and any mineral or royalty interests therein, in accordance with the terms and conditions thereof.

11. TERMINATION

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

12. COUNTERPART EXECUTION

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

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

RECEIVED
APR 3 1976
General Land Office

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

Date: February 4, 1975

GULF OIL CORPORATION

By [Signature]
Attorney-in-Fact

Law	<u>[Signature]</u>
Sys.	<u>[Signature]</u>
Exp.	<u>8/6</u>
Prod.	

ATTEST:

Assistant Secretary

Date: _____

FOREST OIL CORPORATION

By _____
Vice President

Date: _____

GETTY OIL COMPANY

By _____

Date: _____

TENNECO OIL COMPANY

By _____
Attorney-in-Fact

Date: _____

BRAVO OIL COMPANY

By _____

Date: 3-11-76

THE STATE OF TEXAS

By Bob Armstrong
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

Approved: [Signature]
Audit: [Signature]
Legal: [Signature]
Geology: [Signature]
Execution: [Signature]
Engineering: [Signature]

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

RECEIVED
APR 3 1976
NOTARY PUBLIC OFFICE

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4 day of December, 1975.

Emily Jones
Notary Public in and for
Midland County, Texas
EMILY JONES - Notary Public
In and for Midland County, Texas
My Commission Expires June 1, 1977

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

RECEIVED
APR 3 1976
General Land Office

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

Date: _____

GULF OIL CORPORATION

By _____
Attorney-in-Fact

ATTEST:

Robert D. Castro
Assistant Secretary

FOREST OIL CORPORATION

By [Signature]
Vice President

Date: December 3, 1975

GETTY OIL COMPANY

Date: _____

By _____

TENNECO OIL COMPANY

Date: _____

By _____
Attorney-in-Fact

BRAVO OIL COMPANY

Date: _____

By _____

THE STATE OF TEXAS

Date: _____

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

RECEIVED
APR 3 1976
Notary Public Seal

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of December, 1975.



Marie Sherrill Marie Sherrill
Notary Public in and for
Midland County, Texas

MY COMMISSION EXPIRES JUNE 1, 1977

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

RECEIVED
APR 8 1976
General Land Office

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

Date: _____
By _____
Attorney-in-Fact

ATTEST:

Assistant Secretary
Date: _____
FOREST OIL CORPORATION
By _____
Vice President

Date: Feb. 17, 1976
By *Charles S. Wellborn*
Attorney-in-Fact

Date: _____
By _____
Attorney-in-Fact

Date: _____
By _____

Date: _____
By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

RECEIVED
APR 3 1976
General Land Office

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of February, 1976.

Marsha Ann Parnell
Notary Public in and for
Harris County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

APR 3 1976

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

GULF OIL CORPORATION

Date: _____

By _____
Attorney-in-Fact

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By _____
Vice President

Date: _____

GETTY OIL COMPANY

Date: _____

By _____

TENNECO OIL COMPANY

Date: _____

By *Norman E. Phillips* _____
Attorney-in-Fact

*5-25 AKW
low GA*

BRAVO OIL COMPANY

Date: _____

By _____

THE STATE OF TEXAS

Date: _____

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

APR 3 1976

THE STATE OF OKLAHOMA §
COUNTY OF Oklahoma §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of January, 1976.

Janette Bledsoe
Notary Public in and for
Oklahoma County, Oklahoma

THE STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

RECORDED
APR 9 1976
General Land Office

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

GULF OIL CORPORATION

Date: _____

By _____
Attorney-in-Fact

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By _____
Vice President

Date: _____

GETTY OIL COMPANY

Date: _____

By _____

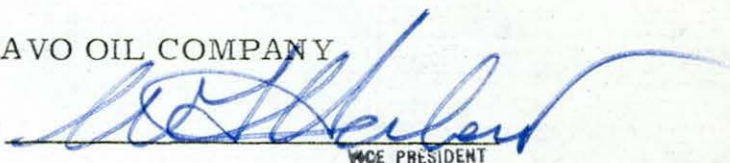
TENNECO OIL COMPANY

Date: _____

By _____
Attorney-in-Fact

BRAVO OIL COMPANY

Date: JAN 7, 1976

By 
VICE PRESIDENT

THE STATE OF TEXAS

Date: _____

By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: _____

LOTTEE MAY JOYCE

Date: _____

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

RECORDED
APR 3 1976
NOTARY PUBLIC

THE STATE OF OKLAHOMA §
COUNTY OF _____ §

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

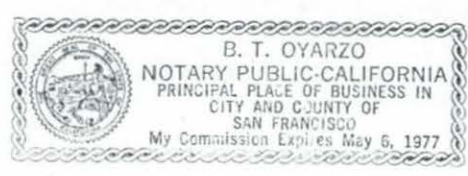
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Oklahoma

THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of JANUARY, 1976.



B. T. Oyarzo
Notary Public in and for
SAID County, AND
STATE

CERTIFICATE

RECEIVED
APR 3 1976
General Land Office

I, H. E. White, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 4th day of November, 1975, an instrument in substantially the same form as the foregoing instrument was presented to and approved by said Board, all of which is set forth in the Minutes of the Board of which I am Custodian.

IN TESTIMONY WHEREOF, witness my hand on this 24th day of February, 1975.⁶

H. E. White
Secretary, School Land Board
of the State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of March, 1976.



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

Signature Page
Pooling Agreement
Grayling Unit
Loving County, Texas

RECORDED
APR 3 1976
SPECIAL LAND UNIT

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

Date: _____
By _____
Attorney-in-Fact

ATTEST: _____
Assistant Secretary
By _____
Vice President

Date: _____

Date: _____
By _____

Date: _____
By _____
Attorney-in-Fact

Date: _____
By _____

Date: _____
By _____
BOB ARMSTRONG,
Commissioner of the General
Land Office of the State of Texas

OWNERS OF THE SOIL:

Date: 12/6/75

LOTTE MAY JOYCE

Date: 12-8-75

EAST TEXAS NATIONAL
BANK OF PALESTINE as
Trustee for M. A. Davey III
Under the Will of M. A. Davey, Jr.,
Deceased

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

Date: _____

Thomas M. Colley, Jr.
THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: Dec. 4, 1975

Kathleen Davey Hamilton
KATHLEEN DAVEY HAMILTON

Date: Dec. 4, 1975

W. Lamar Hamilton
W. LAMAR HAMILTON

Date: _____

MARTIN A. DAVEY, III

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

RECEIVED
APR 3 1976
CLERK OF COURT

BEFORE ME, the undersigned authority, on this day personally appeared LOTTE MAY JOYCE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1975.

Dyma Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Bill C. Green, known to me to be the person whose name is subscribed to the foregoing instrument as Vice Pres & Trust Officer of the EAST TEXAS NATIONAL BANK OF PALESTINE, as Trustee for M. A. Davey III Under the Will of M. A. Davey, Jr., Deceased, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said EAST TEXAS NATIONAL BANK OF PALESTINE, as Trustee for M. A. Davey III Under the Will of M. A. Davey, Jr., Deceased.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December, 1975.

Dyma Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS M. COLLEY, JR., 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 4th day of December, 1975.

Dyma Loyd
Notary Public in and for
Anderson County, Texas

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Walker County, Texas

THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Storey County, Nevada

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of December, 1975.

Dyama Loyd
Notary Public in and for
Anderson County, Texas

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

RECEIVED
APR 3 1976
General Land Office

Date: _____

THOMAS M. COLLEY, JR.

Date: _____



MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, 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 4th day of December, 1975.

Judy Currie
Notary Public in and for
Walker County, Texas

JUDY CURRIE
Notary Public
Walker County, Texas

THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Storey County, Nevada

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Anderson County, Texas

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

APR 3 1976

Date: _____

THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: Dec 5, 1975

Dorothy Nell Colley
DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

°0°

CEU:jh
11-17-75
(25)

THE STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN D. COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Walker County, Texas

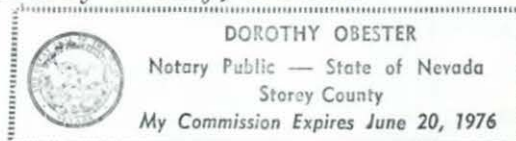
THE STATE OF NEVADA §

COUNTY OF STOREY §

BEFORE ME, the undersigned authority, on this day personally appeared DOROTHY NELL COLLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of December, 1975.

Dorothy Obester
Notary Public in and for
Storey County, Nevada



THE STATE OF TEXAS §

COUNTY OF ANDERSON §

BEFORE ME, the undersigned authority, on this day personally appeared KATHLEEN DAVEY HAMILTON and husband, W. LAMAR HAMILTON, 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1975.

Notary Public in and for
Anderson County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS X
COUNTY OF ANDERSON X

RECEIVED
APR 3 1976
NOTARIAL PUBLIC OFFICE

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN A. DAVEY, III known to me to be the identical 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 8th day
of December, A.D. 19 75.

Dipna Loyd
Notary Public in and for
Anderson County, Texas

Signature Page Continued
Owners of the Soil
Pooling Agreement, Grayling Unit
Loving County, Texas

RECORDED
APR 3 1976
Loving Land Co.

Date: _____

THOMAS M. COLLEY, JR.

Date: _____

MARTIN D. COLLEY

Date: _____

DOROTHY NELL COLLEY

Date: _____

KATHLEEN DAVEY HAMILTON

Date: _____

W. LAMAR HAMILTON

Date: 12/8/75

Martin A. Davey, III
MARTIN A. DAVEY, III

°0°

CEU:jh
11-17-75
(25)

EXHIBIT "A"

GRAYLING UNIT

APR 3 1976

Mineral Deed Covering Tract One:

Gulf Oil Corporation owns an unleased mineral interest in Tract One acquired by Mineral Deed dated July 26, 1965, recorded in Volume 35, page 407, Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Two:

Oil and Gas Lease dated March 15, 1972, from A. W. Gregg, et ux., Robie Gregg, Mary E. Payne, as her separate property joined pro forma by her husband, Harvey O. Payne, and N. S. Morrow, et ux., Dorothy H. Morrow, Lessors, and Forest Oil Corporation, as Lessee, recorded in Volume 34, page 350, of the Oil and Gas Lease Records, Loving County, Texas.

Lease Covering Tract Three:

Oil, Gas and Mineral Lease dated June 24, 1969, from Grace McGinley, Individually and as Independent Executrix of the Estate of Thomas K. McGinley, Deceased, as Lessor, and Chalfant, Magee & Hansen, Inc., as Lessee, recorded in Volume 30, page 576, Oil and Gas Lease Records, Loving County, Texas.

Tenneco Oil Company owns an unleased mineral interest acquired by Mineral Deed filed June 16, 1967, and recorded in Volume 38, page 29, Deed Records, Loving County, Texas.

Lease Covering Tract Four:

Oil and Gas Lease dated September 5, 1961, from M. A. Davey, Jr., Dorothy Davey Cason and A. B. Cason, Kathleen Davey Hamilton and W. Lamar Hamilton, Lessors, and Jack E. Blake, as Lessee, recorded in Volume 19, page 412, of the Oil and Gas Records, Loving County, Texas.

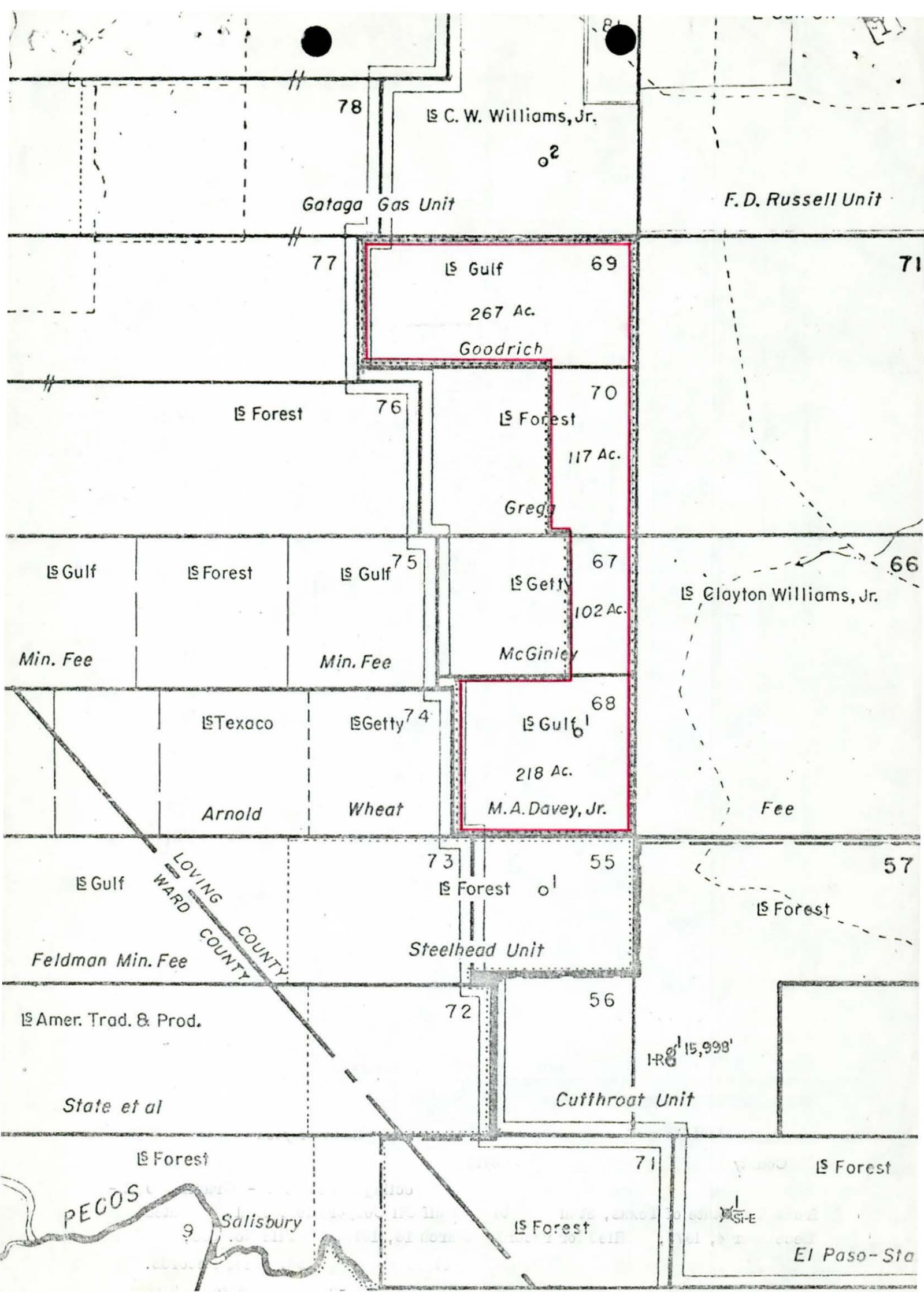


Exhibit "B"

Vermejo Field
Loving County, Texas
Scale: 1"=2000'

Grayling Unit (704 Acres)
Gulf Oil - Operator

FILE NO. 398

THE STATE OF TEXAS, ET AL

TO

GULF OIL CORPORATION, ET AL

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS)
COUNTY OF LOVING)

I, Edna Clayton, Clerk of the County Court in and for said County, do hereby certify that the within instrument in writing, dated the 4th day of December, 1975, with its certification of authentication, was filed for record in my office this 16th day of March, 1976 at 11:00 o'clock A. m., and recorded the 18th day of March, 1976 at 10:45 o'clock A. m. in the DEED Records of said County, in Volume 52 on Page 558.

WITNESS my Hand and Seal of said Court, at office in Mentone, Texas, on date and year last above written.

Edna Clayton
County Clerk, Loving County, Texas

Fee: \$ 29.50

APR 3 1976

THE STATE OF TEXAS

County of LOVING } I, Edna Clayton, Clerk
of the County Court of Loving County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original Pooling Agreement - Grayling Unit -
from The State of Texas, et al to Gulf Oil Corporation, et al, dated
December 4, 1975, filed for record March 16, 1976, File No. 398,
as the same appears of record in my office in book 52 page 558, Deed Records.

Given under my Hand and Seal of said Court, at office in Mentone, Texas
this 26th day of March 1976.

Edna Clayton Clerk,
By _____ Deputy.

(41)

M 53312

Leasing Agreement

File Dated 4-3-76

Bob Armstrong, Commissioner

APR 3 1976

General Land Office

181

Gulf Energy and Minerals Company - U. S.

EXPLORATION DEPARTMENT
MIDLAND DISTRICT

R. E. Griffith
DISTRICT LAND AGENT

P. O. Drawer 1150
Midland, Texas 79701

April 2, 1976

Re: Pooling Agreement, Grayling Unit
Vermejo Field, M-53312
LOVING COUNTY, Texas

The Honorable Bob Armstrong, Commissioner
School Land Board
General Land Office
Austin, Texas 78701

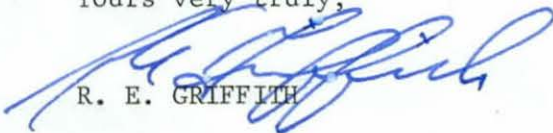
Attention: Mr. H. E. White

Gentlemen:

Transmitted herewith for your file is a certified copy of the Grayling Unit Pooling Agreement which has been filed for record in Volume 52, Page 558, of the Deed Records of Loving County, Texas.

Thank you very much for your cooperation in this matter.

Yours very truly,


R. E. GRIFFITH

DJS/mkb
Attachment

cc: Forest Oil Corporation
P. O. Box 1916
Midland, Texas 79701
Attention: Mr. Robert J. Castor

Getty Oil Company
P. O. Box 1231
Midland, Texas 79701

Tenneco Oil Company
Suite 139 - Cindad Building
3000 United Founders Blvd.
Oklahoma City, Oklahoma 73112

RECEIVED

APR 5 1976

LAND RESOURCES



A DIVISION OF GULF OIL CORPORATION

#42

M. F. 53312

CORRESPONDENCE FILE

TO *Diff. Ensign to Minna*
FROM *Co. U.S.*

Dated 4-2-76

RECEIVED

APR 2 1976

AND RESOURCES

MIDLAND

Gulf Oil Corporation

P. O. BOX 1150

MIDLAND, TEXAS

EXPLORATION/PRODUCTION DISTRICT

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
09	05	61	0019-0412		LOVING	TX	218.00	12	09	05	76	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 3 2271

21.80

TOTAL

21.80

118011

RECEIVED

AUG 10 1976

General Land Office

④3M-53312
Rental Payment
8-10-76

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COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M. 20000, 20000, 20000
POST NO. 1, 20000

1320'S / Cattish Unit

RAILROAD COMMISSION OF TEXAS

FORM W-1
(Rev. 12-16-69)

LOVING
API NO.

DIST. H
42 301 30000

OIL AND GAS DIVISION

9 M-53312 RAL

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN ☐ PLUG BACK ☐ OTHER (Specify)

FEB 12 1976

1. Operator
Gulf Oil Corporation

4. Lease Name
Grayling Gas Unit

7. RRC District

8. County

Loving

9. Well Number

10. Number of Acres in Lease

704

11. Distance from Proposed Location

to Nearest Property or Lease Line

(ft.)

1320'

2. Address (including City and Zip Code)

P. O. Drawer L
Mondakans, Texas 7976

5. Location (Sec., Bk., Survey)
1320' NW, 1600' NE Line, Section 66,
Block 1, W & NW RR Company Survey

6. This well is to be located 33 miles

Direction from Mentone, Texas

Nearest Post Office or Town.

3. Is Form 7 in Exact Operator Name Filed?
YES ☒ NO ☐

EACH PROPOSED COMPLETION

12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.
FIELD NAME (Exactly as shown on R. C. E. Formation Schedule including Reservoir, if applicable.) If Wildcat, so state below	Completion Depth	RRC Lease or ID Number (if applicable)	Field Rule Spacing Pattern (Distance to nearest well in same field. If no special rule, indicate Rule 37.7)	Field Rule Spacing Pattern (Distance to nearest well in same field. If no special rule, indicate Rule 37.7)	Number of Acres in Drilling Unit for this well	Is this acreage presently assigned to another well in same field? (Yes or No, if yes, explain in remarks.)	Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	Is this a Regular Location? (Yes or No)	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested.
Vermejo (Fusselman) (Ellenburger Field)	21,600	---	1800' 1800' 37.7	640' 38	704	No	any well on lease	Yes	Gas	0

RECEIVED

REACH OF TEXAS

JAN 29 1976

CA

MONROE STOKES

NOTICE
NO ALLOWABLE WILL BE ASSIGNED TO any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

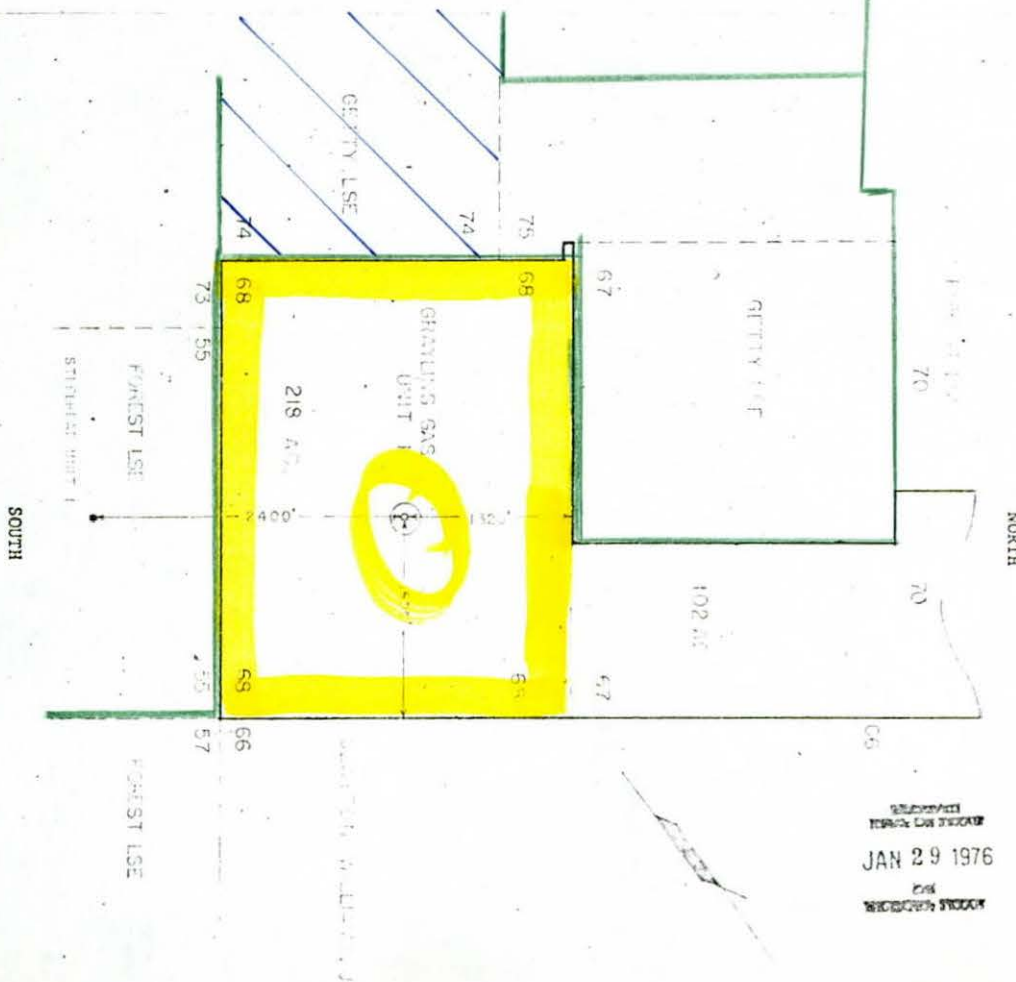
CERTIFICATE
I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: *[Signature]*
Title: Area Engineer
Date: January 27, 1976
Telephone: Area Code 915- 943-2711

REMARKS:
Comp: 1-10-77 (Jct)
DFS: 18,571-957
IPAOE: 418 MCFGD
TD: 21,330

OVER

Scale of Plat 1" = 1000'
Name: S. O. STIVAS
Signed this 28th day of January, 1976
Title: Senior Clerk



RECEIVED
REACH OF TEXAS
JAN 29 1976
CA
MONROE STOKES

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
(Be sure that all required locations, footages, distances, and scales are given in clearly legible print. Black printing preferable.)



STANDARD PLAT SERVICE
P. O. DRAWER 1067, AUSTIN, TEXAS 78767

2-2-76

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE _____ R.A.L. Yes FREE ROYALTY _____

OFFSET, APPROX. _____ FT. FROM STATE LEASE _____

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT _____ COUNTY Loving

REPORT NO. 1 SPUD DATE _____ DRILLING DEPTH _____

COMPLETION DATE _____ TOTAL DEPTH _____

PERFS _____ 1ST COMPLETION: YES _____ NO _____

POTENTIAL/TEST: OIL _____ GAS _____ D&A _____

REMARKS: They have not started this location has they are having a #37 Ruling
Hearing on this location- This is the location that Clayton W. Williams Jr
was haveng a FIT about when Mr. Jack Howard saw him on Oct 15, 1975 on Univer-
sity Field Day Trip ???

BA/jmh/gs

2-25-75


INSPECTOR

DATE March 25, 1975

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE _____ R.A.L. Yes FREE ROYALTY _____

OFFSET, APPROX. _____ FT. FROM STATE LEASE _____

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT _____ COUNTY Loving

REPORT NO. 2 SPUD DATE _____ DRILLING DEPTH _____

COMPLETION DATE _____ TOTAL DEPTH _____

PERFS _____ 1ST COMPLETION: YES _____ NO _____

POTENTIAL/TEST: OIL _____ GAS _____ D&A _____

REMARKS: They have this location all ready for the A.W. Thompson Drg Co. rig
and the rig has to be spudded by May 14, 1976 or before this date ? They are
going to drill it ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE April 20, 1976

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53212 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellenburger WILDCAT COUNTY Loving

REPORT NO. 3 SPUD DATE See BELOW DRILLING DEPTH

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

Tom Brown Drg Co-Rig #5 Spud 4-30-76 T.D.950 feet Moved rig off hole ?

A.W.Thompson Drg Co-Rig #7-Spud-5-12-76 Depth 1682-drilling 20 inch hole to
1300 feet and set 20-inch pipe.

When did they have to have this location SPUDDED in any way ??????

Jim: I don't believe there was a time
deadline involved here as this lease
is held by shallow oil production from
the Wilson #1 Davey-5 state in Wheat Field.

Pete J.

BA/jmh/gs

2-25-75

James Weatherly
INSPECTOR

DATE May 17, 1976

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT COUNTY Loving

REPORT NO. 4 SPUD DATE 5-12-76 DRILLING DEPTH

COMPLETION DATE TOTAL DEPTH 7800 feet

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

DATE June 8, 1976

OPERATOR Gulf Oil Corp.

WELL STATUS REPORT

STATE LEASE NO. M-53312 FEE _____ R.A.L. X FREE ROYALTY _____

OFFSET, APPROX. _____ FT. FROM STATE LEASE _____

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT _____ COUNTY Loving

REPORT NO. 6th SPUD DATE 4-30-76 DRILLING DEPTH 14,848 feet

COMPLETION DATE _____ TOTAL DEPTH _____

PERFS _____ 1ST COMPLETION, YES _____ NO _____

POTENTIAL/TEST OIL _____ GAS _____ D&A _____

REMARKS: A.W. Thompson Drg Rig #12 has lost a 9 $\frac{1}{2}$ drill bit cone in the hole
and they are FISHING to get it out of the hole on this date ?

BA/jmh/gs

1-24-75


INSPECTOR

DATE July 29, 1976

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT COUNTY Loving

REPORT NO. 7th SPUD DATE 5-12-76 DRILLING DEPTH 17,600 feet

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

Sept 14, 1976

DATE

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE _____ R.A.L. Yes FREE ROYALTY _____

OFFSET, APPROX. _____ FT. FROM STATE LEASE _____

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT _____ COUNTY Loving

REPORT NO. 8th SPUD DATE 5-12-76 DRILLING DEPTH _____

COMPLETION DATE _____ TOTAL DEPTH 21,330 feet

PERFS _____ 1ST COMPLETION: YES _____ NO _____

POTENTIAL/TEST: OIL _____ GAS _____ D&A _____

REMARKS: They will run liner, log & etc ?

BA/jmh/gs

2-25-75


INSPECTOR

DATE Oct 5, 1976

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.
STATE LEASE NO. _____ FEE _____ R.A.L. Yes FREE ROYALTY _____
OFFSET, APPROX. 1320 feet FT. FROM STATE LEASE M-53312
LEASE Grayling Gas Unit WELL NO. 1
FIELD NAME Vermejo Ellen. WILDCAT _____ COUNTY Loving
REPORT NO. 9th SPUD DATE 4-30-76 DRILLING DEPTH _____
COMPLETION DATE _____ TOTAL DEPTH 21,330 feet
PERFS 18,571-18,957 feet 1ST COMPLETION: YES _____ NO _____
POTENTIAL/TEST: OIL _____ GAS _____ D&A _____

REMARKS: P.B.DEPTH-21,240-feet. Testing on it now-Made 6.4 M.C.F/D on last
Test. It will make a gas well of some kind ?

BA/jmh/gs

2-25-75


INSPECTOR

Nov 29, 1976

DATE _____

WELL STATUS REPORT

OPERATOR Gulf Oil Corp.

STATE LEASE NO. M-53312 FEE R.A.L. Yes FREE ROYALTY

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Grayling Gas Unit WELL NO. 1

FIELD NAME Vermejo Ellen. WILDCAT COUNTY Loving

REPORT NO. 10th SPUD DATE 5-12-76 DRILLING DEPTH

COMPLETION DATE 1-10-77 TOTAL DEPTH 21,330 feet

PERFS 18,571-18,957 feet 1ST COMPLETION: YES NO Right

POTENTIAL/TEST: OIL GAS 418,000 Cubic feet of gas D&A

REMARKS:

BA/jmh/gs

2-25-75


INSPECTOR

DATE Jan 20, 1977

44

M. F. 53312

APPLICATION TO DRILL

WELL # 1

FILED 1-10 1977

BOB ARMSTRONG, COMMISSIONER

BY: M. H. JANSZEN

Gulf Energy and Minerals Company - U. S.

SOUTHWEST DIVISION

J. L. Huitt
VICE-PRESIDENT
C. E. Fields
COMPTROLLER
R. E. Galvin
GENERAL MANAGER-PRODUCTION
J. A. Hord
GENERAL MANAGER-EXPLORATION

P. O. Drawer 1150
Midland, TX 79702

May 25, 1977

Director of Energy Resources
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Mr. Harry T. Finnell, Supervisor
Resources Accounting

RE: State Leases M-68949 and M-53312
Four C and Vermejo Fields
Pecos and Loving Counties, Texas

Gentlemen:

Enclosed please find your copy of Gas Purchase Contract Amendment for Gulf Contract Number 5201-365 and an amended Gas Contract Brief Form MA-5. This contract amendment provides for the addition of State Lease M-53312 to the original contract properties.

In addition to said contract amendment, please find a Contract Brief Form MA-5 and corresponding letter showing price escalation on State Lease M-69849.

Our files indicate that the original Gas Purchase Contracts and corresponding Gas Contract Briefs Form MA-5 have been previously forwarded to your office.

If any additional information is required, please do not hesitate to contact us.

Very truly yours,

C. E. FIELDS

BY

L. W. Boling
L. W. BOLING

MGW:mw
Attachments



A DIVISION OF GULF OIL CORPORATION

(4)

M. F. 53312

CORRESPONDENCE FILE

To Gulf Energy

From

Dated 5-27-77

MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation

P. O. BOX 1150
MIDLAND, TEXAS 79701

121

✓

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019	0412	LOVING	TX	218.00	12	09	05	77	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

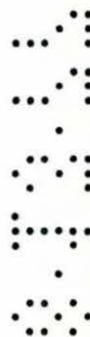
OK 21.80

TOTAL

21.80

137407

(46) M-53312
Rental Payment
8-13-77





General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

November 10, 1977

Gulf Energy and Minerals Company, U.S.
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. J. R. WILLIAMSON

RE: State Lease M-53312
Grayling Gas Unit
Vermejo Fusselman Field
Loving 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 April, 1977 and June, 1977. Lo-Vaca Gathering Company and Port Arthur Refinery's Gas Purchase Statements for January, March and May, 1977.

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,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858
BK/glc

(47)

53312

M. R.

COPIES TO THE FILE

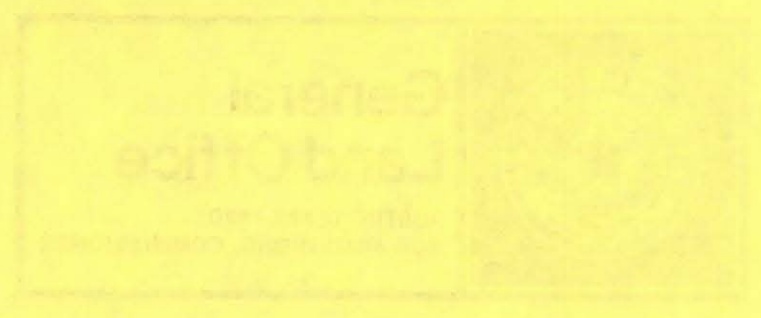
To

Gulf Energy

From

11-10-77

Dated



121
Gulf Energy and Minerals Company - U. S.

SOUTHWEST DIVISION

J. L. Huitt
VICE-PRESIDENT
C. E. Fields
COMPTROLLER
R. E. Galvin
GENERAL MANAGER-PRODUCTION
J. A. Hord
GENERAL MANAGER-EXPLORATION

P. O. Drawer 1150
Midland, TX 79702

November 11, 1977

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Mr. George A. Clark

RE: State Lease M-53312 B-FILE
Grayling Gas Unit
Vermejo (Fusselman) Field
Loving County, Texas

Gentlemen:

With reference to your letter of November 10, 1977, we are attaching copies of Gas Reports (Form MA-2) for April, 1977 and June, 1977. Also attached are Gas Purchase Statements for January, March and May, 1977.

A review of our records indicates that these reports were filed in accordance with applicable statutes and the copies are attached for your reference and use.

Yours very truly,

J. R. Hulhamson
for C. E. FIELDS

DRW:mw
Attachments



A DIVISION OF GULF OIL CORPORATION

48

53312

M. P.

CORRESPONDENCE FILE



Gulf

From

Dated 11-11-72g

3.3.3.3

IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

April 5, 1978

Gulf Energy & Minerals Company-U.S.
P. O. Box 1150
Midland, Texas 79702

ATTENTION: J. R. Williamson

RE: State Lease M-53312
Grayling Gas Unit
Vermejo Fusselman Field
Loving County, Texas

Gentlemen:

An audit of the subject lease for the month of May, 1977 indicates a difference in residue gas sales reported on the Gas Report (Form MA-2) and the amount indicated on the attached statement. Please explain this difference. (See enclosed photocopies.)

Please provide us with gas purchase statements from Port Arthur Refinery and Lo-Vaca Gathering Company for the above month and monthly thereafter.

Also, enclosed is a copy of the V. I. Pierce State "A" Gas Report. As you can see you report Lo-Vaca and Port Arthur's gas sales in the non-processed gas section of the Gas Report. Please explain why you are reporting gas sales for the Grayling Gas Unit as processed gas. Non-processed gas should be reported in section 11 of the Gas Report.

If you have any questions regarding the above please feel free to contact us.

Sincerely yours,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858

BK/lsg
Enclosures

49

53312

M. F.

CORRESPONDENCE FILE

To

Gulf Emergency

From

Princedes Co. M.

Dated

4-5-78 199

121

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

P. O. Drawer 1150
Midland, TX 79702

April 13, 1978

Resource Accounting
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

RE: State Lease M-53312 - B-FILL
Grayling Gas Unit
Vermejo Fusselman Field
Loving County, Texas

Gentlemen:

Enclosed are copies of the Monthly Gas Volume Statement for the above lease for the months May, 1977 through December, 1977. These are being sent to you as requested in your letter dated April 5, 1978. The statements are from El Paso Natural Gas Company rather than the Port Arthur Refinery and LoVaca Gathering Company as the volume shown on the El Paso statement is 100% production for the month. Volumes shown on the Port Arthur and LoVaca statements reflect Gulf's percentage of the total monthly lease production less third party shrinkage taken by El Paso. The Gas Report (Form MA-2) filed each month for this lease reflects 100% production for the month.

El Paso discontinued sending the statement showing the total production for the month after December, 1977. We obtain this information by phone each month at this time and have requested that El Paso Natural Gas Company send us the statement again. When these statements are received, we will forward copies to you. Until that time, we will make notations on the Port Arthur Refinery statement filed with the Gas Reports to show total production for the referenced lease for each production month.

If you have any questions concerning the above please contact us.

Yours very truly,

C. E. FIELDS

BY J. R. Williamson
J. R. WILLIAMSON



DRW:rme
Enclosures (11)

50

M. F. 533/2
CORRESPONDENCE FILE

~~TO~~

Gulf Oil

From

Dated 4-13-78 g

47210

MIDLAND
EXPLORATION/PRODUCTION

121

Gulf Oil Corporation ✓

P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
O.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
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RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

21.80

TOTAL CK, 21.80

141130

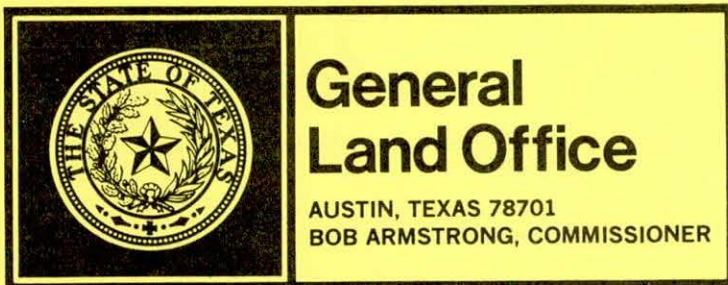
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⑤1 M-53312

Rental Payment

8-15-78





IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

March 23, 1979

Gulf Energy and Minerals Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: MR. J. R. WILLIAMSON

RE: State Lease M-53312
Grayling Gas Unit
Vermejo Fusselman Field
Loving 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 Purchase Statements from El Paso Natural Gas for months January, 1978 to current month.

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,

George A. Clark, Supervisor
Resource Accounting
Telephone No. 512-475-2858

TB/glc

52

53312

M. F.

CORRESPONDENCE FILE

To

Gulf

From

Dated

3-23-77



121

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

April 18, 1979

P. O. Drawer 1150
Midland, TX 79702

General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attention: Mr. George A. Clark
Supervisor Resource Accounting

RE: State Lease M-53312
Grayling Gas Unit
Vermejo Fusselman Field
Loving County, Texas

B-File
Stamps attached to sheet 4-24-79

Gentlemen:

The statements referred to in your letter of March 23, 1979 concerning the gas purchases from the above lease are enclosed. El Paso Natural Gas Company does not keep monthly gas volume statements for more than one year, therefore, they supplied us with copies of their volume ledger for the months of January through April, 1978. We have verified the volumes on the ledger copies with the volumes we accrued.

Please advise if we can be of further assistance.

Yours very truly,

C. E. FIELDS

BY *J. R. Williamson*
J. R. WILLIAMSON

JR:rgr
Attachment



A DIVISION OF GULF OIL CORPORATION

53

M. P. 53312

CORRESPONDENCE FILE

From *Bulf*

Dated 4-18-75a

53312

MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation ✓

P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
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COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

TOTAL

~~21.80~~
~~21.80~~
142546

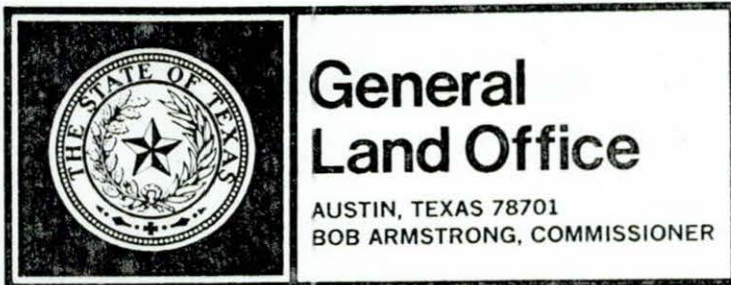
121

(54) M-533/2

Rental Payment

8-10-79

A 10x10 grid of dots forming a stylized letter 'A'. The grid is 10 columns wide and 10 rows high. The dots are arranged to form the shape of the letter 'A'.



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY
REQUESTED DOCUMENTS.

January 17, 1980

Gulf Exploration and Production Company
P. O. Box 1150
Midland, Texas 79702

ATTENTION: G. N. BEVEL

RE: State Lease M-53312
Grayling Gas Unit
Vermejo Fusselman Field
Loving County, Texas

Gentlemen:

In auditing the above referenced lease we find discrepancies in the reporting procedures on the Gas Reports (Form MA-2).

Prior to December, 1978 the amount of MCF's reported was listed under meter #9604201 on the El Paso Natural Gas Company statement. As per your letter dated April 13, 1978, copy enclosed the El Paso Natural Gas Company statement reflects 100% volume for this lease.

Beginning December, 1978, the volume reported is taken from the Gulf Warren Transportation and purchase worksheet under meter #504180. On this report you have refereed to LoVaca #504180 and El Paso #9604201 meters and sent copies of both statements but report only the LoVaca #504180 meter. This procedure of reporting is followed through March, 1979.

We cannot determine what reporting method was used for months April, 1979 through June, 1979 as no Gas Purchase Statements were received.

For the month of July, 1979, copy enclosed, both totals from the El Paso Natural Gas Company statement, Meter #9604201, and the Gulf Oil Company Statement, Meter #504180K were reported. This same procedure is followed in September, 1979.

Gulf Exploration and Production Company
January 17, 1980 - Page 2

Please review your records and advise us of the correct procedure to be used in determining the total MCF's for months December, 1978 to present. Also if in months prior to December, 1978 if the Gulf Statement did not reflect 100%, we will need to adjust those reports accordingly.

Please advise concerning the above matters and also send Gas Purchase Statements for months April, 1979, May, 1979 and June, 1979 as statements were not received with those reports.

Thank you for your cooperation.

Sincerely yours,

Duke Martin, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
TB/glc
Enclosures

55

M. F. 53312
CORRESPONDENCE FILE

To Gulf
From

Dated 1-17-80

Gulf Oil Exploration and Production Company

C. E. Fields
COMPTROLLER, WESTERN DIVISION

P. O. Drawer 1150
Midland, TX 79702

January 28, 1980

Commissioner of the
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

Attn: Mr. Duke Martin
Unit Supervisor
Resource Accounting

Gentlemen:

Re: State Lease M-53312 - *B-File*
Grayling Gas Unit
Vermejo Fusselman Field
Loving County, Texas

In response to your inquiry concerning the referenced lease, the reporting procedures for this lease have been examined and the discrepancies have been corrected.

Gulf Oil Corporation pays royalty to the State of Texas on the Grayling Gas Unit for the total gas volume as reported by El Paso Natural Gas Company through their Monthly Gas Volume Statement (meter #9604201). Therefore, the Gas Reports (Form MA-2) for the subject lease have been revised for the months of December, 1978 through November, 1979 according to the enclosed worksheet. These calculations show that during the period in question, Gulf Oil Corporation has overpaid the royalty on this lease in the amount of \$30,759.08. This amount will be deducted from the royalty to be paid for December, 1979 production on the monthly Gas Reports (Form MA-2).

Enclosed with the worksheet are copies of the El Paso Natural Gas Company Monthly Gas Volume Statement, meter #9604201, for the period from December, 1978 through November, 1979. Copies of the Gulf-Warren Transportation and Purchase Worksheet, prepared by LoVaca Gathering Company for this same period of time were previously forwarded.

These adjustments should rectify this situation, and in the future royalty will be paid according to the total MCF volume furnished by El Paso Natural Gas Company

Yours very truly,

C. E. FIELDS

BY

F. E. Hinderer
F. E. HINDERER



SM:wlj

Enclosures

A DIVISION OF GULF OIL CORPORATION

53

M. F. 53312
CORRESPONDENCE FILE

From Gulf

Dated 1-28-80

53

MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation ✓ 121 ✓

P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
O.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412	LOVING		TX	218.00	12	09	05	80	3-00446-00

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

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

TOTAL

21.80

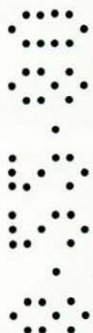
X 21.80

154115

(57) M-53312
Rental Payment
8-22-80

TX

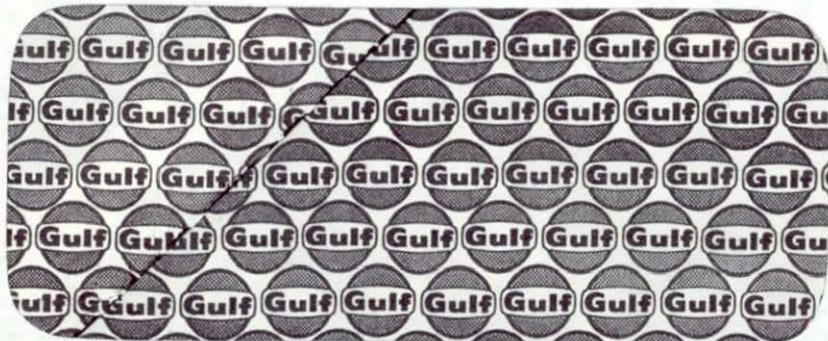
REPORT NO. 2-1-21
STATE OF TEXAS, AUSTIN, TEXAS, M 23315
COMMISSIONER OF GENERAL LAND OFFICE





Gulf Oil Exploration and Production Company

P. O. Box 1150
Midland, TX 79702



LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TX	218.00	12	09	05	81	3-00446-00
THIS PAYMENT OF DELAY RENTAL IS TENDERED ON BEHALF OF THE OWNER OR OWNERS OF RECORD OF THE SAID OIL AND GAS LEASE FOR CREDIT OF:												RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

 TOTAL ~~21.80~~ 21.80
160135

121

(58) M-53312

Rental Payment

8-19-81



MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation ✓

✓ P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TX	218.00	12	09	05	82	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

TOTAL

21.80

~~21.80~~

145566

121

(59) M-53312
Rental Payment
8-11-82

REPORT NO. 2-1081
STATE OF TEXAS, AUSTIN, TEXAS, M-53312
COMMISSIONER OF GENERAL LAND OFFICE

9 02 01 0019-0415 LEVING

TX

TOTAL



Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

May 16, 1983

Gulf Oil Exploration and Production Company
P.O. Box 1150
Midland, Texas 79702

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-53312
Grayline Gas Unit Lease
Vermejo Fusselman Field
Loving County, Texas

Gentlemen:

We were performing an audit on your Gas Report (Form MA-2) for the month of October, 1982 and noted that the supporting statements were exceedingly dim copies.

In order to determine the amount of MCF of non-processed gas sold for October, 1982 we solicit your help in furnishing us a legible copy of your settlement statement showing the total MCF sold and the BTU content.

Your continued help in assisting us in processing your royalty reports is greatly appreciated.

Sincerely yours,

Paul Adkins, Unit Supervisor
Resource Accounting
Telephone No/ 512-475-2858
Jhh/ml

#60

~~10~~ M. F. 53312
CORRESPONDENCE FILE

To
From *Thief Out Egypt
Pres*

Dated *5/16/83*

MIDLAND
EXPLORATION/PRODUCTION

Gulf Oil Corporation

P.O. BOX 1150
MIDLAND, TX 79701

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TX	218.00	12	09	05	83	3-00446-00

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

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

TOTAL

21.80
~~21.80~~
162073

121

(61) M-53312
Rental Payment
8-17-83



FILE NO. 7775

ASSIGNMENT OF OIL AND GAS LEASE

JACK E. BLAKE TO GULF OIL CORP.

THE STATE OF TEXAS)

COUNTY OF LOYING)

KNOW ALL MEN BY THESE PRESENTS:

That by instrument dated the 5th day of September, 1961, and recorded in the---records of---County, State of Texas, in Book---on page---, M. A. Davey, Jr. whose marital ~~status has not~~ status has not changed since acquiring the hereinafter described property; Dorothy Davey Carson and husband A.B.Cason; Kathleen Davey Hamilton & Husband, W. Lamar Hamilton as lessors, made,

executed and delivered to Jack E. Blake as lessee, an oil, gas and mineral lease covering the following described land, to-wit:

In Loving County, State of Texas

All of Section 68, Block 1, W. & N. W. Ry. Co. Survey

Now, I, Jack E. Blake, whose marital status has not changed since acquiring the hereinabove described property, of the County of Midland, State of Texas, the present owner of said lease, hereinafter styled grantor (whether one or more), for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars to grantor in cash paid by Gulf Oil Corporation, receipt of which is hereby acknowledged, has sold, conveyed and transferred and does hereby sell, convey and transfer unto said Gulf Oil Corporation, a corporation chartered under the laws of the State of Pennsylvania, said above described lease and the leasehold and all the rights therein conveyed and secured, together with all other rights, titles, interests or privileges in and to said property, and minerals thereunder, given, conveyed or created by virtue of said instrument mentioned and grantor hereby warrants the title to said lease and leasehold rights, and that same is free of all liens and encumbrances, that grantor has the authority and right to convey the same, and that said lease is in full force and effect

TO HAVE AND TO HOLD unto said Gulf Oil Corporation, its successors and assigns forever.

IN EVIDENCE OF ALL OF WHICH, witness grantor's signature on this the 18th day of September, 1961.

Jack E. Blake

\$6.05 R. I. Stamps attached and cancelled

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME THE Undersigned authority, on this day personally appeared Jack E. Blake 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 18th day of September, A.D. 1961.

SEAL

Joan F. Woods

Notary Public in and for Midland County, Texas.

Filed: Dec. 7, 1961

Recorded: Dec. 8, 1961

Roberta House

CLERK

THE STATE OF TEXAS, }

County of LOVING

I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the original ASSIGNMENT OF OIL AND GAS LEASE from

JACK E. BLAKE to GULF OIL CORPORATION, dated September 18, 1961, filed

for record December 7, 1961, File No. 7775,

as the same appears of record in my office in book 20 page 20, Oil & Gas Lease Records.

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

this 26th day of April 19 84

By

Clerk

Deputy.

FILE NO. 7775

ASSIGNMENT OF OIL AND GAS LEASE

JACK E. BLAKE TO GULF OIL CORP.

THE STATE OF TEXAS)

COUNTY OF LOYING)

KNOW ALL MEN BY THESE PRESENTS:

That by instrument dated the 5th day of September, 1961, and recorded in the----records of---County, State of Texas, in Book---on page---, M. A. Davey, Jr. whose marital ~~status has not~~ status has not changed since acquiring the hereinafter described property; Dorothy Davey Carson and husband A.B.Cason; Kathleen Davey Hamilton & Husband, W. Lamar Hamilton as lessors, made,

executed and delivered to Jack E. Blake as lessee, an oil, gas and mineral lease covering the following described land, to-wit:

In Loving County, State of Texas

All of Section 68, Block 1, W. & N. W. Ry. Co. Survey

Now, I, Jack E. Blake, whose marital status has not changed since acquiring the hereinabove described property, of the County of Midland, State of Texas, the present owner of said lease, hereinafter styled grantor (whether one or more), for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars to grantor in cash paid by Gulf Oil Corporation, receipt of which is hereby acknowledged, has sold, conveyed and transferred and does hereby sell, convey and transfer unto said Gulf Oil Corporation, a corporation chartered under the laws of the State of Pennsylvania, said above described lease and the leasehold and all the rights therein conveyed and secured, together with all other rights, titles, interests or privileges in and to said property, and minerals thereunder, given, conveyed or created by virtue of said instrument mentioned and grantor hereby warrants the title to said lease and leasehold rights, and that same is free of all liens and encumbrances, that grantor has the authority and right to convey the same, and that said lease is in full force and effect

TO HAVE AND TO HOLD unto said Gulf Oil Corporation, its successors and assigns forever.

IN EVIDENCE OF ALL OF WHICH, witness grantor's signature on this the 18th day of September, 1961.

Jack E. Blake

\$6.05 R. I. Stamps attached and cancelled

THE STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME THE Undersigned authority, on this day personally appeared Jack E. Blake 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 18th day of September, A.D. 1961.

SEAL

Joan F. Woods

Notary Public in and for Midland County, Texas.

Filed: Dec. 7, 1961

Recorded: Dec. 8, 1961

Roberta House

CLERK

THE STATE OF TEXAS, }

County of LOVING I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the ~~original~~ ASSIGNMENT OF OIL AND GAS LEASE from

JACK E. BLAKE to GULF OIL CORPORATION, dated September 18, 1961, filed

for record December 7, 1961, File No. 7775,

as the same appears of record in my office in book 20 page 20, Oil & Gas Lease Records.

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

this 26th day of April 19 84

By *Edna Dewees* Clerk

Deputy.

(62)

M 53312

Amendment

File dated 5-3-84

Garry Mauro, Commissioner

RECEIVED AS STATED
\$ 25.00

DATE 5-19-84
Reg. No. 124340

GENERAL LAND OFFICE

ASSIGNMENT OF OIL AND GAS LEASEFARMOUT

THE STATE OF TEXAS

COUNTY OF LOVING

This Assignment and Agreement made and entered into by and between GULF OIL CORPORATION, P. O. Box 1938, Roswell, New Mexico, hereinafter referred to as "Assignor" or as "Gulf", and JAMES A. LEONARD, 4903 Beverly Skyline, Austin, Texas, hereinafter referred to as "Assignee", upon the following terms and conditions:

W I T N E S S E T H :

Gulf Oil Corporation, the owner of the following oil and gas lease:

Oil, Gas and Mineral Lease dated September 5, 1961, from M. A. Davey, Jr., whose marital status has not changed since acquiring the hereinafter described property; Dorothy Davey Cason and husband, A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as lessors, and Jack E. Blake, as lessee, Gulf's Davey-State Lease No. 3-00446-00 covering all of Section 68, Block 1, W & NW RR Company Survey, being recorded in Vol. 19 at Page 412 of the Oil and Gas Records of Loving County, Texas;

does by these presents assign and transfer unto James A. Leonard all of its leasehold estate rights in and to all of the oil and gas in and underlying the following described land to the depths hereinafter specified, the same to constitute "the premises covered by this assignment":

All of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas;

from the surface to the base of the Delaware Sand Formation not to exceed 4,500 feet beneath the surface.

The rights herein assigned are subject to and Assignor reserves unto itself, its successors and assigns in addition to the overriding royalties hereinafter provided, the right to use as much of the surface of the leasehold estate herein assigned as it deems necessary to explore for, develop, produce, save, process and market oil and gas

Surface to 4500'

from any portion of the leasehold estate covered by the above described lease owned by Assignor and not herein assigned.

This Assignment is expressly made subject to the following conditions and covenants, to-wit:

1.

Assignee agrees to perform all obligations, express or implied, of Assignor under the above-described lease, insofar as such obligations are applicable to the rights herein assigned, as well as all of the obligations hereof.

2.

Assignee agrees to commence on or before sixty (60) days from the date of this assignment the actual drilling of a test well for oil and gas purposes at a location 330 feet from the Northeast and Northwest lines of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas, and to drill said well with due diligence and in a good and workmanlike manner to a depth of 4,500 feet or to a depth sufficient, in the opinion of Gulf, to adequately test the Delaware Sand, whichever first occurs.

Should Assignee fail to comply with the obligation to drill the above mentioned test well within the time, in the manner and to the depth specified, all his rights under the terms and provisions of this assignment shall ipso facto terminate and said leasehold estate and rights herein assigned shall revert to and revest in Assignor, and Assignee expressly agrees that upon demand he will execute and deliver to Assignor a recordable instrument to evidence such termination of rights hereunder.

3.

If Assignee drills and completes the above mentioned test well, either as a dry hole or as a producer of oil or gas in commercial quantities, as herein required, Assignee obligates himself to commence actual drilling of a second test well for oil and gas purposes at a location of his choice on the assigned premises within ninety (90) days after the date of reaching total depth in the test well required under Article 2 hereof, and thereafter to drill said well in the same manner and to the same objective depth as the test well required under Article 2 hereof, and Assignee shall thereafter carry on continuous drilling operations on the assigned premises until as many wells have been drilled thereon as are permitted under the spacing regulations of the regulatory body having jurisdiction. "Continuous drilling" shall mean that an interval of not more than ninety (90) days shall lapse between the date of reaching total depth in one well and the commencement of actual drilling of a subsequent well. Assignee will protect the premises covered by this assignment against

drainage, meeting all offset obligations and otherwise operating the premises as a reasonable prudent operator would under the same or similar circumstances.

4.

Failure of Assignee to comply with the continuous drilling obligations set out in Article 3 above shall result in termination of all of Assignee's rights under the terms and provisions of this assignment, and said leasehold estate and rights herein granted shall ipso facto terminate, revert to and revest in Assignor, except as to each spacing unit on which Assignee has completed a producing well and has furnished to Gulf a recordable instrument containing a sufficient legal description of such spacing unit. It is understood, however, that Assignee shall not be liable to Assignor in damages for failure to drill any well above provided for, such failure resulting only in termination of all of Assignee's rights under this assignment to the extent above provided.

5.

Upon completion of any well as a producer of oil or gas in commercial quantities, Assignee shall furnish to Assignor at its Roswell, New Mexico, office a recordable instrument containing a sufficient legal description of the spacing unit upon which the well was drilled, as authorized by the Railroad Commission of Texas, said spacing unit not to contain more than forty (40) acres in the absence of field or special rules providing for larger spacing units.

6.

All costs and expenses incident to the drilling and equipping of all wells shall be borne by the Assignee; and neither Assignor nor any leasehold interest owned or retained by it shall be liable for any part of the costs or expenses of drilling, completing and equipping of such wells, or producing oil or gas therefrom or for injury to any person or damages resulting from such drilling or production operations.

7.

Assignor expressly reserves unto itself the following overriding royalties:

- (a) $\frac{3}{32}$ nds of $\frac{8}{8}$ ths of all oil produced and saved from the premises herein assigned, the oil to be delivered to Gulf's credit in the pipeline to which the well or wells may be connected, free of cost to Gulf, except for gross production, pipeline, severance or any tax, other than ad valorem, that may be attributed to Gulf's interest; and
- (b) $\frac{3}{32}$ nds of $\frac{8}{8}$ ths of the value of all gas, casinghead gas, distillate and condensate produced and saved from the premises herein assigned, free of all cost and expense to Gulf, except for gross production, pipeline, severance, or any tax, other than ad valorem, that may be attributed to Gulf's interest. The value of such gas, casinghead gas, distillate and condensate so sold to be deemed to be the total proceeds received

by Assignee from such sale, and, if used off the premises, the value shall be based upon the existing market price at the time in the area for gas sold for the same purpose.

The overriding royalties on oil and gas to be delivered and paid to Assignor, as above provided, shall be in addition to the royalties due Lessor as provided for in the original lease covering the premises herein assigned, payment of which royalties in accordance with the terms of such lease the Assignee expressly assumes, insofar as the premises and rights herein assigned are concerned. Payments accruing hereunder to Assignor shall be paid to Gulf Oil Corporation, P. O. Box 2100, Houston, Texas.

8.

Immediately after location has been staked off for the drilling of the above mentioned test well, Assignee agrees to furnish to Gulf at its Roswell, New Mexico office a report giving the number of feet from an established corner where said well is to be drilled; and thereafter not later than Friday of each week subsequent to the making of such location until said well is completed to mail to Gulf at its Roswell, New Mexico, office a report giving the progress of the well. Likewise, similar information and reports shall be given with respect to all other wells drilled by Assignee under the provisions of this Agreement. In the event any well drilled upon the premises covered herein results in the production of oil or gas Assignee agrees to mail to Gulf at its Roswell, New Mexico, office a monthly production report thereof, not later than the tenth day of each month. Assignee further agrees to furnish Gulf at its Roswell, New Mexico, office with copies of his monthly production reports to regulatory bodies.

9.

Assignee agrees that representatives of Gulf shall at all times have access to the premises and to the derrick floor of the wells drilled by him under the provisions of this assignment for the purpose of observing the progress of drilling operations and of obtaining information concerning such wells, and that such representatives shall be furnished with full information pertaining to the wells or formations encountered therein.

10.

Assignee shall save samples at intervals of ten (10) feet during the drilling of the above mentioned test well and any other wells drilled by him on the assigned premises, and deliver same to Gulf at Roswell, New Mexico, unless Gulf elects to accept said samples at the well. Assignee further agrees to furnish Gulf samples of all cores taken during the drilling of all wells drilled by him under the provisions hereof.

11.

Assignee agrees to make, at his expense, an appropriate electrical

survey and a gamma ray-neutron or gamma ray acoustic log of each well drilled by him hereunder after reaching the objective depth, and to make microlog surveys of the potential pay zones; and as soon as practicable thereafter to deliver a copy of said logs and micrologs to Gulf's District Exploration Geologist in person at Roswell, New Mexico, or to his authorized representative in person not in any event less than twenty-four (24) hours prior to plugging the well. If, in the opinion of Gulf, it appears from the data obtained from such survey, when considered alone or in conjunction with other indications from cuttings or cores, that any formation within the lease premises herein assigned encountered during the drilling of said well is a prospective oil or gas horizon, Assignee agrees to properly test such horizon to the satisfaction of Gulf if it was not adequately tested at the time it was penetrated. Assignee shall notify Gulf prior to any test to be made in order that Gulf may have a representative present to witness such test should it desire to do so.

In the event Assignee fails or refuses to perform such reasonable tests as Gulf shall require, it is stipulated and agreed that the operating rights assigned hereunder in the spacing unit being drilled and in all other non-producing spacing units left in the premises covered hereby shall ipso facto revert to and revest in Gulf, and Gulf shall be entitled to take over said well from Assignee upon the payment of the net salvage value of any casing left in the hole, and Assignee shall thereafter be relieved from the duty of plugging said well. In the event said well shall thereafter be completed as a producer of oil or gas at any depth Gulf shall be entitled to receive all of the proceeds of production obtained thereby, notwithstanding anything to the contrary herein appearing.

12.

Irrespective of whether any well drilled hereunder is completed as a producer or as a dry hole, Gulf shall have and is hereby granted the right to lower geophones and other instruments into such well or wells drilled by Assignee for the purpose of conducting any geophysical survey it may desire. It is specifically understood, however, in the event Gulf exercises the right herein granted, that all actual expense and risk in connection therewith shall be borne by Gulf and Gulf agrees to indemnify and hold Assignee harmless from any and all damages to property, injuries to, or death of, any person or persons occasioned by or arising from such operations in this paragraph mentioned.

13.

In the event any well is completed as a dry hole, Assignee agrees that he will notify Gulf's Roswell, New Mexico, office at least twenty-four (24) hours prior to the final measurement of the well so that Gulf may have a representative present to witness such measurement if it so desires;

and Assignee agrees that he will, as soon as practicable furnish to Gulf at its Roswell, New Mexico, office a certified copy of the log of each well drilled by him on the assigned premises, irrespective of whether such well is completed as a dry hole or as a producer.

14.

Assignee agrees that Gulf shall have the right, at its option to be exercised, waived, and re-exercised at any time, to take and purchase at the current posted price in the field for oil of like grade and quality all, or any part thereof, of the oil that may be produced and saved from the herein assigned premises. Assignee further agrees that Assignor shall have the further right, at its option to be exercised, waived and re-exercised at any time, to take and purchase the same portions, or any part thereof, as above set forth in this paragraph, of the gas, including casinghead gas, produced and saved from the premises herein assigned, upon the same terms and conditions and at the same price offered by a bona fide third party purchaser, or if there is no such bona fide offer by a third party purchaser, then upon such terms and conditions as may be agreeable to Assignor and Assignee. Assignee shall have the right to utilize such gas as may be necessary in the development and operation of the premises herein assigned.

15.

After production has been procured, should Assignee conclude to abandon any well which has been completed as a producer on the premises herein assigned or any part thereof, he agrees to notify Assignor at Roswell, New Mexico, in writing, of his intention to abandon at least sixty (60) days before production of oil or gas is ceased; and in the event such abandonment is made, Assignee agrees at the election of Assignor, to assign said well, together with the leasehold rights in and under the spacing unit upon which said well is located, to Assignor; Assignor, however, to pay Assignee the reasonable net salvage value of any equipment in or on such well.

16.

All lease operations conducted by Assignee hereunder shall be subject to all laws, rules, and regulations, both federal and state, applicable thereto.

17.

Ad valorem taxes for the year 1964 shall be prorated between Assignor and Assignee. Assignor shall pay all such taxes for the year 1964 in full, and Assignee agrees that he will, upon being advised of the payment of such taxes, immediately reimburse Assignor for his proportionate part thereof. Beginning with the year 1965, Assignee shall timely render and pay all ad valorem taxes on the leasehold estate here-

in assigned, on the reserved overriding royalty interest of Assignor and on the leasehold estate below the depth herein assigned until Assignor or its successors in title discover oil or gas in commercial quantities below said depth; but after oil or gas in commercial quantities has been discovered below the depth herein assigned Assignor, or its successors in title, shall render and pay all taxes on such leasehold estate below said depth.

Assignee shall, from the date, hereof, be liable for any production or other taxes that may be levied against his interest in the assigned premises and against his interest in the oil and gas which may be produced therefrom. Assignor shall be liable only for gross production, pipeline, or severance taxes that may be levied against the overriding royalty interests herein reserved by it when such overriding royalties are payable directly to it under the terms of this assignment, and that may be levied against the proceeds from the sale of the oil and gas creditable to such interests when so payable to Assignor.

18.

Should Assignee desire to sell all or any part of Assignee's rights under this assignment, Gulf shall have a preferential right to purchase. In such event, Assignee shall notify Gulf in writing at Roswell, New Mexico, giving the complete terms of any bona fide offer and the specific amount attributable to the property covered by this agreement acceptable to Assignee made by a prospective purchaser, ready, able and willing to purchase, together with the name and address of such prospective purchaser. Gulf shall have an option for a period of thirty (30) days after receipt of the notice in which to purchase the rights Assignee desires to sell at the price and upon the terms offered by the prospective purchaser.

Any assignment made by Assignee covering any of Assignee's rights under this agreement shall specifically provide that such assignment is subject to all terms and conditions of this agreement. Assignee further agrees to furnish either an executed or a certified copy of any assignment of Assignee's rights or any part thereof covered hereby.

19.

Upon the failure or default of Assignee to comply with any of the provisions or covenants hereof, Assignor is hereby authorized to cancel this assignment and such cancellation shall extend to and include all rights hereunder as to the whole of the premises covered hereby; provided, however, that before any such cancellation shall be made, Gulf shall mail to Assignee by registered mail a notice of intention of cancellation specifying the default for which cancellation is to be made, and if within fifteen (15) days from the date of mailing said notice Assignee shall remedy the default specified in said notice, cancellation shall not be made.

20.

This assignment and agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns and it is understood and agreed that this assignment is made without warranty of title express or implied upon the part of Assignor except that Assignor warrants that it has not heretofore transferred or encumbered the leasehold estate covered hereby.

TO HAVE AND TO HOLD unto the said JAMES A. LEONARD, his heirs, successors and assigns for the term or terms herein provided and so long thereafter as oil or gas in paying quantities is produced from the leasehold estate herein assigned; subject, however to compliance on his part with the terms and conditions of the original lease insofar as it affects the leasehold estate herein assigned and to compliance on his part with the drilling obligations herein contained for oil and gas purposes, and to all terms and conditions herein set out, at the time and in the manner herein provided.

All references made herein to the respective parties shall, where applicable, include the singular or the plural, as the case may be, and the use of any pronoun herein shall, where applicable, cover the masculine, feminine and neuter, as the case may be.

IN WITNESS WHEREOF this instrument is executed this 30th day of March, 1964.

GULF OIL CORPORATION

By

Attorney-in-Fact

Law	<u>WOK</u>
Serv.	
Exp.	
Prod.	

JAMES A. LEONARD

STATE OF NEW MEXICO

COUNTY OF CHAVES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 1964.

My Commission Expires:
My Commission Expires August 15, 1964

Notary Public

THE STATE OF TEXAS

COUNTY OF TRAVIS

VOL 25 PAGE 259

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. LEONARD, 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 30th day of MARCH, 1964.

James C. Couterman
Notary Public

My Commission Expires:

June 1, 1965



1282

FILED FOR RECORD

AT 1:00 O'CLOCK P.M.

DEC 11 1964

COUNTY CLERK, LOVING COUNTY, TEXAS

BY _____ DEPUTY

THE STATE OF TEXAS, }

County of LOVING

I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the ~~original~~ ASSIGNMENT OF OIL AND GAS LEASE FARMOUT from

GULF OIL CORPORATION to JAMES A. LEONARD, dated Mrch 30, 1964, filed for

record December 11, 1964, File No. 1282,

as the same appears of record in my office in book 25 page 251, Oil and Gas lease Records.

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

this 26th day of April 19 84.

Edna Dewees Clerk
By _____ Deputy.

63

M 53312
Argument L

File dated 5-3-84
Garry Mauro, Commissioner

RECEIVED AS STATED
\$25⁰⁰

DATE 5-19-84
Reg. No. 124340

GENERAL LAND OFFICE

2. 3. 0. 4.

AMENDMENT OF ASSIGNMENT OF OIL AND GAS LEASE
FARMOUT

STATE OF TEXAS

COUNTY OF LOVING

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore on March 30, 1964, GULF OIL CORPORATION, P. O. Box 1938, Roswell, New Mexico, entered into an Assignment of Oil and Gas Lease Farmout with JAMES A. LEONARD, 4903 Beverly Skyline, Austin, Texas, covering the following described oil and gas leasehold interest:

All of Section 68, Block 1, W&NW RR Co. Survey,
Loving County, Texas, from the surface to the
base of the Delaware Sand formation not to exceed
4,500 feet beneath the surface;

reference to which farmout assignment is here made for all purpose; and

WHEREAS, on August 5, 1964 the said James A. Leonard assigned all of his interest in the above described lands to Fred Goodstein, Piper Petroleum Co., John H. Wilson and Wilson Exploration Co., it being the intention that said lands were to be operated pursuant to the farmout assignment by Wilson Exploration Co. for the benefit of the

parties in interest; and

WHEREAS, Wilson Exploration Co. in behalf of the owners of interest has requested that certain amendments hereinafter set out be agreed to by Gulf Oil Corporation.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Gulf Oil Corporation does by these presents hereby amend the Assignment of Oil and Gas Lease Farmout dated March 30, 1964 in the following respects:

1.

The name of the Assignee is hereby changed from James A. Leonard to:

Fred Goodstein	
P. O. Box 1571	
Casper, Wyoming	9/16
Piper Petroleum Co.	
1212 West El Paso Street	
Fort Worth, Texas	4/16
John H. Wilson	
1212 West El Paso Street	
Fort Worth, Texas	2/16
Wilson Exploration Co.	
1212 West El Paso Street	
Fort Worth, Texas	1/16

It is expressly understood that the foregoing assignees shall be jointly and severally liable for the performance of the obligations of the aforesaid farmout assignment, and that Gulf Oil Corporation shall be entitled to look primarily to Wilson Exploration Co. as the nominal operator for the performance of such obligations.

2.

The following sentence shall be inserted at the end of Article 3 on page 3 of said farmout assignment:

"Notwithstanding the aforesaid provisions, nothing herein shall require the drilling by Assignee of more than one well to each 40 acres nor the drilling of more than five wells on the aforesaid Section 68".

3.

In Article 4 on page 3 of said farmout assignment, commencing in the 5th line, the words "...except as to each spacing unit on which Assignee has completed a producing well and has furnished to Gulf a sufficient description of such spacing unit." shall be deleted and in its place the following language substituted:

"except as to each 40 acres on which Assignee has completed a producing well or drilled a well to the regular producing sand and has furnished Gulf a recordable instrument containing a sufficient legal description of such spacing unit, and provided that there shall be no termination of any part of the lease if five wells have been drilled to the regular producing sand."

4.

All of Article 5 on page 3 of said farmout assignment shall be deleted and in its place the following language substituted:

"After production has been obtained, Assignee shall furnish to Assignor at its Roswell, New Mexico office a recordable instrument containing the legal description of the 40 acre unit upon which each well was drilled to a regular producing sand, as authorized by the Railroad Commission of Texas. No Unit shall contain more than 40 acres in the absence of field or special rules providing for larger spacing units."

Except as expressly amended hereby the said farmount assignment is expressly ratified and confirmed, the same to continue in full force and effect subject to the terms and provisions therein contained.

IN WITNESS WHEREOF this Amendment is executed this 17th day of September, 1964.

GULF OIL CORPORATION

By [Signature]
Attorney-in-Fact
[Signature]
Fred Goodstein

Law [Signature]
Scribner
Carr
Pitt

ATTEST:

[Signature]
Assistant Secretary

PIPER PETROLEUM COMPANY

By [Signature]
Vice President
[Signature]
John H. Wilson

ATTEST:

[Signature]
Secretary

WILSON EXPLORATION COMPANY

By [Signature]
Vice President

STATE OF NEW MEXICO
COUNTY OF CHAVES

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of October, 1964.

[Signature]
Notary Public

My Commission Expires:
My Commission Expires August 15, 1966

STATE OF Wyoming
COUNTY OF Natrona

BEFORE ME, the undersigned authority, on this day personally appeared FRED GOODSTEIN 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 30 day of September, 1964.

[Signature]
Notary Public

My Commission Expires:
4-5-68

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared John H. Wilson II, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of PIPER PETROLEUM COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said PIPER PETROLEUM COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of September, 1964.

Pauline Dixon PAULINE DIXSON
Notary Public

My Commission Expires:
June 1, 1965

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. WILSON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of September, 1964.

Mrs. Archie C. Smith
(Notary Public)

My Commission Expires:
June 1, 1965

MRS. ARCHIE G. SMITH

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared John H. Wilson II, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of WILSON EXPLORATION COMPANY acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said WILSON EXPLORATION COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of September, 1964.

Pauline Dixon PAULINE DIXSON
Notary Public

My Commission Expires:
June 1, 1965

WVK:ej1
9-9-64

1283

FILED FOR RECORD

AT 11:00 O'CLOCK P. M.

DEC 11 1964

COUNTY CLERK, TARRANT COUNTY, TEXAS

BY Samuel J. Smith DEPUTY

64

M 53312

Carson

File dated 5-3-84

Garry Mauro, Commissioner

RECEIVED AS STATED

\$25.00

DATE 5-19-84

Reg. No. 124340

GENERAL LAND OFFICE

FILE NO. 1283

THE STATE OF TEXAS, }

County of LOVING I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the ~~original~~ AMENDMENT OF ASSIGNMENT OF OIL AND GAS LEASE

FARMOUT from GULF OIL CORPORATION to FRED GOODSTEIN, PIPER PETROLEUM CO.,

JOHN H. WILSON and WILSON EXPLORATION CO., dated September 17, 1964, filed

for record December 11, 1964, 25 page 259, OIL & GAS LEASE RECORDS.

as the same appears of record in my office in book 25 page 259, OIL & GAS LEASE RECORDS.

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

this 26th day of April 19 84.

Edna Dewees Clerk

By Deputy.

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS
COUNTY OF LOVING

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, FRED GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY, for and in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged do hereby sell, assign, transfer and set over unto GULF OIL CORPORATION all of their right, title and interest in and to that certain oil and gas lease hereinafter set out insofar as it covers and affects land in Loving County, Texas, described as follows, to-wit:

All of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas, from the surface to the base of the Delaware Sand Formation, not to exceed 4,500 feet beneath the surface, EXCEPT a 40 acre square in the North corner of said Section assigned to Wilson Exploration Company's No. 1 Davey-State Well. Said oil and gas lease being recorded in Vol. 19 at Page 412 of the Oil and Gas Records of Loving County, Texas, described as follows, to-wit:

Oil, Gas and Mineral Lease dated September 5, 1961 from M. A. Davey, Jr. whose marital status has not changed since acquiring the hereinafter described property; Dorothy Davey Cason and husband A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as lessors, and Jack E. Blake, as lessee, Gulf's Davey-State Lease No. 3-00446-00 covering all of Section 68, Block 1, W & NW RR Company Survey.

The interest herein conveyed in the above described lease is that interest which was acquired by an Assignment of Oil and Gas Lease Farmout between Gulf Oil Corporation and James A. Leonard dated March 30, 1964 and amended on September 17, 1964, reference to which is here made for all purposes.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the dates set opposite their names.

Date: 12/16/64
Attest: H. B. Lowmy
Assistant Secretary
Date: 12/16/64
Date: 12/16/64
Attest: H. B. Lowmy
Secretary
Date: 12/16/64
DELAWARE
SEAL

Fred Goodstein
FRED GOODSTEIN

PIPER PETROLEUM COMPANY

By [Signature]
Vice President

John H. Wilson
JOHN H. WILSON

WILSON EXPLORATION COMPANY

By [Signature]
Vice President

3-00446-00

THE STATE OF Wyoming
COUNTY OF Natrona

BEFORE ME, the undersigned authority, on this day personally appeared FRED GOODSTEIN, 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 16th day of December, 1964.

[Signature]
Notary Public

My Commission Expires: April 5, 1968

THE STATE OF Texas
COUNTY OF Tarrant

BEFORE ME this undersigned authority on this day personally appeared John H. Wilson II known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of PIPER PETROLEUM COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said PIPER PETROLEUM COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of December, 1964.

[Signature]
Notary Public

My Commission Expires: June 1, 1965

25 605
25
25

THE STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. WILSON, 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 10th day of December, 1964.

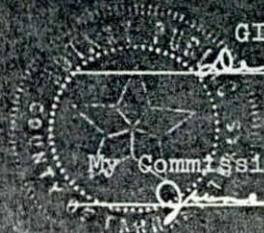
Mrs. Archie C. Smith
Notary Public
MRS. ARCHIE C. SMITH

My Commission Expires: January 1, 1965

THE STATE OF Texas

COUNTY OF Tarrant

BEFORE ME the undersigned authority on this day personally appeared John H. Wilson known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of WILSON EXPLORATION COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said WILSON EXPLORATION COMPANY.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of December, 1964.

Pauline Wilson
Notary Public

My Commission Expires: June 1, 1965

-2-

345

FILED FOR RECORD
AT 1:00 O'CLOCK P M.
APR 13 1965
COUNTY CLERK, LOVING COUNTY, TEXAS
BY [Signature] DEPUTY

68

M 53312

Assignment

File dated 5-3-84

Garry Mauro, Commissioner

RECEIVED AS STATED

#25.00

DATE

5-3-84

Reg. No. 116415

GENERAL LAND OFFICE

THE STATE OF TEXAS, }

County of LOVING I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the original ASSIGNMENT OF OIL AND GAS LEASE from FRED

GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY to

GULF OIL CORPORATION, executed December 10 and 16, 1964, filed for record

April 13, 1965, File No. 345,

as the same appears of record in my office in book 25 page 604, Oil and Gas Lease Records.

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

this 26th day of April 1984.

By Edna Dewees Clerk

Deputy

THE STATE OF TEXAS)
(
COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

That I, JAMES A. LEONARD, of Travis County, Texas, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS to me in hand paid by FRED GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY, the receipt whereof is hereby acknowledged, HAVE QUITCLAIMED and by these presents DO QUITCLAIM unto the said FRED GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY all my right, title, interest, claim and demand in and to a certain tract of land situated in said County of Loving, State of Texas, described as follows:

All of Section Sixty-eight (68), Block One (1), W. & N.W. R.R. Co. Survey, Loving County, Texas;

With all and singular my right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto belonging or in anywise pertaining; TO HAVE AND TO HOLD the above released rights, titles, interest, claims and demands, to the said FRED GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY, their heirs, successors and assigns, forever.

WITNESS MY HAND this 8th day of February, A. D. 1965.


JAMES A. LEONARD

Quitclaim

THE STATE OF TEXAS)
COUNTY OF TRAVIS) Before me, the undersigned authority, on
this day personally appeared JAMES A.
LEONARD 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 8th day of
February, A. D. 1965.

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

143
QUITCLAIM DEED
JAMES A. LEONARD
TO
FRED GOODSTEIN, et al.

FILED FOR RECORD
AT 1:00 O'CLOCK P. M.
FEB 12 1965
COUNTY CLERK, LOVING COUNTY, TEXAS
BY
LAW OFFICES
SMARTT, FALLON & COOK
LITTLEFIELD BUILDING

E 503 - Certificate of True Copy of Papers Recorded - Class 1

Walraven - Dallas

THE STATE OF TEXAS, }

County of LOVING I, Edna Dewees Clerk

of the County Court of Loving County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original QUITCLAIM DEED from JAMES A. LEONARD to
FRED GOODSTEIN, PIPER PETROLEUM COMPANY, JOHN H. WILSON and WILSON EXPLORATION COMPANY,
dated February 8, 1965, Filed for record February 12, 1965, File No. 143,

as the same appears of record in my office in book 34 page 480 of the Deed Records.

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

this 26th day of April 1984

By Edna Dewees Clerk
Deputy.

66

M 53312
Assignment

File dated 5-3-84
Garry Mauro, Commissioner

RECEIVED AS STATED
\$25.00

DATE 5-19-84
Reg. No. 124340

GENERAL LAND OFFICE



ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Fred Goodstein, Box 1700, Casper, Wyoming 82601, hereinafter referred to as Assignor, for and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged does hereby sell, assign, transfer and set over unto Goodstein Inc., a Wyoming corporation, Box 1700, Casper, Wyoming 82602 all of Assignor's right, title and interest in and to that certain oil and gas lease hereinafter described. Insofar and only insofar as said lease covers the tract of land specifically described, to wit:

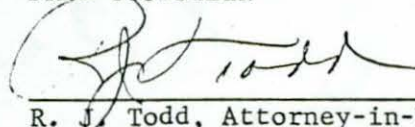
Oil, gas and mineral lease dated September 5, 1961 from M. A. Davey, Jr. whose marital status has not changed since acquiring the hereinafter acquired property; Dorothy Davey Cason and husband A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as Lessors, and Jack E. Blake, as Lessee, covering, among other lands, a 40-acre square in the North Corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas.

Said lease being recorded in Volume 19 at Page 412 of the Oil and Gas Records of Loving County, Texas, together with all of Assignor's interest in and to all personal property and equipment located thereon and the production had therefrom.

This assignment shall be effective as of 7:00 a.m. February 1, 1981.

Executed this 18th day of February, 1981.

FRED GOODSTEIN



R. J. Todd, Attorney-in-Fact

FRED GOODSTEIN

TO

GOODSTEIN, INC.

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS)
COUNTY OF LOVING)

I, Edna Dewees, Clerk of the County Court in and for said County, do hereby certify that the within instrument in writing, dated the 18th day of February, 1981, with its certification of authentication, was filed for record in my office this 9th day of March, 1981 at 10:00 o'clock a. m. and recorded the 10th day of March, 1981 at 2:00 o'clock p. m. in the OIL AND GAS LEASE Records of said County in Volume 59, Page 671.

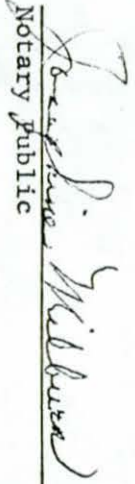
WITNESS my Hand and Seal of said Court, at office in Mentone, Texas, on date and year last above written.


County Clerk, Loving County, Texas

Indexed: Fee: \$ 5.00
Direct
Reverse



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of February, 1981, before me, the undersigned authority, on this day personally appeared R. J. Todd, as Attorney-in-Fact for Fred Goodstein, 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.


Notary Public

THE STATE OF WYOMING)
COUNTY OF NATRONA) SS.

67

M 53312

Approved

File dated 5-3-84

Garry Mauro, Commissioner

RECEIVED AS STATED

\$25.00

DATE

5-19-84

Reg. No. 124340

GENERAL LAND OFFICE

THE STATE OF TEXAS, {

County of LOVING I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the ~~original~~ ASSIGNMENT OF OIL AND GAS LEASE from FRED

GOODSTEIN to GOODSTEIN INC., dated February 18, 1981, filed for record

March 9, 1981, File No. 426,

as the same appears of record in my office in book 59 page 671, Oil and Gas Lease Records.

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

this 26th day of April 19 84.

Edna Dewees Clerk
By Deputy.

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
 COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, GOODSTEIN INC., P. O. Box 1700, Casper, Wyoming 82602, hereinafter referred to as Assignor, for and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto PIPER PETROLEUM COMPANY, 1212 West El Paso, Ft. Worth, Texas 76102, all of Assignor's right, title and interest in and to that certain oil and gas lease hereinafter described, Insofar and Only Insofar as said lease covers the tract of land specifically described, to-wit:

Oil, gas and mineral lease dated September 5, 1961, from M. A. Davey, Jr., whose marital status has not changed since acquiring the hereinafter acquired property; Dorothy Davey Cason and husband A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as Lessors, and Jack E. Blake, as Lessee, covering, among other lands, a 40-acre square in the North Corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas.

SAID lease being recorded in Volume 19 at Page 412 of the Oil and Gas Records of Loving County, Texas, together with all of Assignor's interest in and to all personal property and equipment located thereon and the production had therefrom.

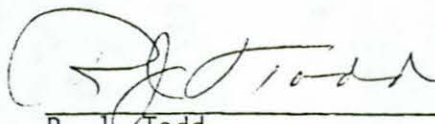
ASSIGNEE assumes and agrees to pay any and all claims, losses, costs resulting from any exploration, drilling or producing operations for oil or gas upon said lease which may occur after the effective date of this Assignment, including but not limited to the plugging and abandonment of the Davey State No. 1 well and the restoration of the surface. Assignee shall further protect, indemnify and hold Assignor harmless from any and all such claims.

THIS Assignment, as same pertains to all material and equipment covered hereby, is made without warranty, express or implied, as to merchantability and fitness for particular purposes, and Assignee accepts such material and equipment "as is".

THIS Assignment shall be effective as of 7 A. M., March 1, 1984.

EXECUTED this 7th day of March 1984.

GOODSTEIN INC.

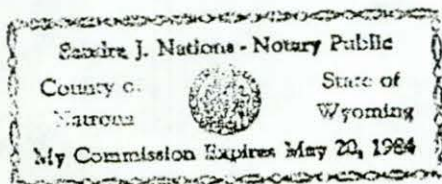

 R. J. Todd
 President

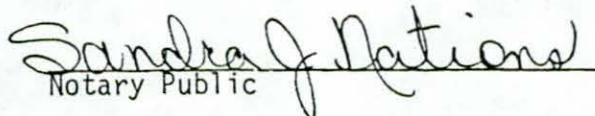

 C. L. Tangney
 Vice President

STATE OF WYOMING)
)
 COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. J. Todd and C. L. Tangney, this 7th day of March 1984.

Witness my hand and official seal.




 Notary Public

GOODSTEIN INC.

TO

PIPER PETROLEUM COMPANY

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS)
COUNTY OF LOVING)

I, Edna Dewees, Clerk of the County Court in and for said County, do hereby certify that the within instrument in writing, dated the 7th day of March, 1984, with its certification of authentication, was filed for record in my office this 11th day of April, 1984 at 10:00 o'clock a. m. and recorded the 11th day of April, 1984 at 2:00 o'clock p. m. in the OIL AND GAS LEASE Records of said County in Volume 72, Page 679.

WITNESS my Hand and Seal of said Court, at office in Montone, Texas, on date and year just above written.



County Clerk, Loving County, Texas

Indexed: Fee: \$ 5.00
Direct
Reverse

68

M 53312

Assignment

File dated 5-3-84

Garry Mauro, Commissioner

RECEIVED AS STATED
\$2500

DATE 5-3-84
Reg. No. 116415

GENERAL LAND OFFICE

THE STATE OF TEXAS, {

County of LOVING I, Edna Dewees Clerk

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

the foregoing is a true and correct copy of the ASSIGNMENT OF OIL AND GAS LEASE from

GOODSTEIN INC. to PIPER PETROLEUM COMPANY, dated March 7, 1984, filed for

record April 11, 1984, File No. 684,

as the same appears of record in my office in book 72 page 679, OIL AND GAS LEASE RECORDS.

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

this 26th day of April 1984.

By Edna Dewees Clerk

Deputy.

WILSON EXPLORATION COMPANY

1212 WEST EL PASO

FORT WORTH, TEXAS 76102

April 30, 1984

General Land Office
State of Texas
Stephen F. Austin Bldg.
1700 North Congress Ave.
Austin, Texas 78701

Attn: Robin Jamail

Re: GLO Lease No. M-53312 (MF-053312)
Davey-State Lease
Loving County, Texas

Gentlemen:

In accordance with your letter of April 20, 1984, we are enclosing
for your files certified copies of the following:

1. Assignment dated Sept. 18, 1961, from Jack E. Blake to Gulf Oil Corporation. Recorded Vol. 20, page 20, O&GL Records.
2. Assignment of Oil and Gas Lease - Farmout, dated March 30, 1964, from Gulf Oil Corporation to James A. Leonard. Recorded Vol. 25, page 251, O&GL Records.
3. Amendment of Assignment of Oil and Gas Lease - Farmout, dated Sept. 17, 1964, executed by Gulf Oil Corporation, Fred Goodstein et al. Recorded Vol. 25, page 259, O&GL Records.
4. Assignment dated Dec. 1964, from Fred Goodstein et al to Gulf Oil Corporation. Recorded Vol. 25, page 604, O&GL Records.
5. Quitclaim Deed dated Feb. 8, 1965, from James A. Leonard to Fred Goodstein et al. Recorded Vol. 34, page 480, Deed Records.
6. Assignment dated Feb. 18, 1981, from Fred Goodstein to Goodstein Inc. Recorded Vol. 59, page 671, O&GL Records.
7. Assignment dated March 7, 1984, from Goodstein Inc. to Piper Petroleum Company. Recorded Vol. 72, page 679, O&GL Records.

171
X 25.00 116415
Wilson Exploration Co.

General Land Office

-2-

April 30, 1984

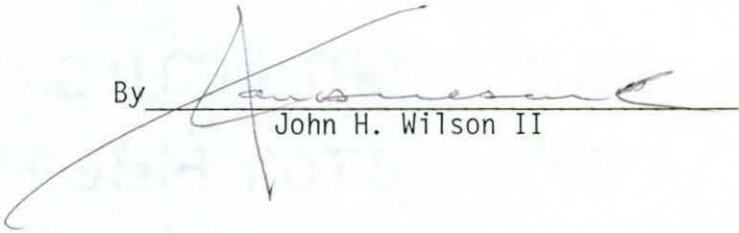
Please advise if you need any additional information.

In accordance with your letter of April 20, 1984, we are enclosing our check for \$25.00 filing fee.

Very truly yours,

PIPER PETROLEUM COMPANY

By


John H. Wilson II

PD:rc
Encls.

53312

CORRESPONDENCE FILE

To W. L. Brown

From

Dated 4-30-84

OFFICE OF THE
DIRECTOR
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535



WILSON EXPLORATION COMPANY

1212 WEST EL PASO

FORT WORTH, TEXAS 76102



General Land Office
State of Texas
Stephen F. Austin Bldg.
1700 North Congress Ave.
Austin, Texas 78701



Hon. Garry Mauro
Commissioner
General Land Office

Date _____ 19 _____

Attached is \$ _____

Charge

Credit Acct. # _____

Cash Fees
Check To Cover Interest On The Following:
Draft Rental

Add'l filing fee

Daney Ste. Loc Assign.

Loving City, Tx.

X 150.00

124340

171

Receipt
Please Mail Copies to Mr. *Wilson Explor. Co.*
Statement

Street *1212 El Paso*

City *Ft Worth, Tx.*

Attention _____

70

M. P. 53312

CORRESPONDENCE FILE

To Wilson

FROM

Dated 5-19-84

from

000000

000000



May 7, 1984

Mr. John H. Wilson, II
Wilson Exploration Company
1212 West El Paso
Fort Worth, Texas 76102

Re: Assignment of Relinquishment Act Lease
M-53312
Jack E. Blake to Gulf Oil Corporation

Assignment of Relinquishment Act Lease
M-53312
Gulf Oil Corp. to James A. Leonard

Amendment of Assignment of Relinquishment Act Lease
M-53312
Gulf Oil Corp. to Fred Goodstein, et al

Assignment of Relinquishment Act Lease
M-53312
Fred Goodstein, et al to Gulf Oil Corporation

Quitclaim Deed of Relinquishment Act Lease
M-53312
James A. Leonard to Fred Goodstein, et al

Assignment of Relinquishment Act Lease
M-53312
Fred Goodstein, to Goodstein, Inc.

Assignment of Relinquishment Act Lease
M-53312
Goodstein, Inc. to Piper Petroleum Company
Loving County, Texas

Page 2
Wilson Exploration Company
May 25, 1984

Gentlemen:

The certified copies of assignments covering the captioned oil and gas lease have been filed in our records.

Your remittances of \$150.00 and \$25.00 have been applied as the required filing fees.

Sincerely,

Diana Dickson, Assistant
Oil and Gas Division
Legal Services
512 475-4246

/dd

#71

M. N. 58312

CORRESPONDENCE FILE

To Wilson
From

Dated 5-7-87

WESTERN DIVISION
MIDLAND, TX

Gulf Oil Corporation

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

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MO.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TX	218.00	12	09	05	84	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

TOTAL

21.80

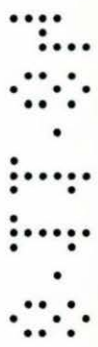
~~21.80~~

167017

121

42 M-53312
Rental Payment
8-11-84

REPORT NO. 2-1081
STATE OF TEXAS, AUSTIN, TEXAS, M 23315
COMMISSIONER OF GENERAL LAND OFFICE
TX



WESTERN DIVISION
MIDLAND, TX

Gulf Oil Corporation

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

LEASE DATE			RECORDED IN		COUNTY OR PARISH	STATE	GROSS ACRES	RENTAL PERIOD				LEASE NUMBER
MO.	DAY	YR.	BOOK	PAGE				NO. OF MOS.	MO.	DAY	YR.	
9	05	61	0019-0412		LOVING	TX	218.00	12	09	05	85	3-00446-00

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

RENTAL AMOUNT

COMMISSIONER OF GENERAL LAND OFFICE
STATE OF TEXAS, AUSTIN, TEXAS, M 53312
REPORT NO. 5-1051

0715480620

TOTAL

21.80

X - 21.80

79240

12/1/80

93 M-53312

Rental Payment

6-18-85



Garry Mauro
Commissioner
General Land Office



October 2, 1985

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

Attention: Contracts Administration

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

Dear Gentlemen:

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

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

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

Thank you for your cooperation.

Sincerely,

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

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/jlw

74

R.F. # 53312

CORRESPONDENCE FILE

TO Cheney USA Inc

FROM DLO

DATE 10-2-85

INDEX # 74

Garry Mauro
Commissioner
General Land Office



November 13, 1985

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

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

Dear Gentlemen:

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

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

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

Sincerely,

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

Teresa Burr
Division Supervisor
Royalty Management Division

TB/LR/vmh

Attachment

(#75) ④

M.F. # 53312

CORRESPONDENCE FILE

TO Chambers USA, Inc

FROM DHO

DATED 11-13-85

INDEX # 75



IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY
WITH SEPARATE CHECK FOR THE TOTAL DUE

November 26, 1985

Wilson Exploration Co.
1212 W. El Paso Street
Fort Worth, TX 76102

ATTENTION: DAVID KEYS

RE: State Lease M-53312
Davey State Lease
Wheat Field
Loving County, Texas

Dear Mr. Keys:

Examination of Permian Oil Purchase Statements and Permian Royalty Payments for the subject lease(s) indicates oil royalty has been underpaid \$39.93 for the period September 1984 thru July 1985.

This underpayment is the result of Permian making royalty payments based on a net value after deducting for transportation costs. In accordance with established Land Office policy, royalties due the state shall be computed on gross value and paid without deductions for production or severance taxes, or for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas, and other products produced there from ready for sale or use.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay \$44.93 which includes \$39.93 additional royalty and the required statutory delinquent penalty of \$5.00. Failure to submit royalties when due for period August 1984 thru June 1985 subjects the amount owed to a statutory penalty of 1% of the amount owed for each thirty day period or fractional part thereof as provided by Section 52.131, Texas Natural Resources Code. However, no penalty may be less than five dollars (\$5.00).

Wilson Exploation
November 26, 1985
Page 2

Failure to submit royalties when due for July 1985 and thereafter subjects the amount owed to a 5% penalty for the first 30 days after due date, and an additional 5% penalty beginning on the 31st day after due date. Minimum penalty shall be \$25.00. Interest at 12% begins to accrue on the 61st day. New penalty and interest are in accordance with Revision to Section 52.131 Texas Natural Resources Code, effective September 1, 1985.

Payment should be received in this office no later than December 27, 1985.

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

Sincerely


Peter Brady,
Supervisor
Energy Resources/Royalty Audit

Attachment:

PB/TH/rgg

LEASE NUMBER: 53312

OPERATOR: Wilson Exploration Co.

		1	2	3	4	5	6
	MONTH / YEAR	GROSS VALUE OF OWNER'S INTEREST *	NET VALUE OF OWNER'S INTEREST *	ADDITIONAL ROYALTY VALUE DUE	PENALTY @ 1% PER 30 DAY PERIOD OR FRACTIONAL PART	TOTAL DUE	
1	9/84	0	0	0	0		1
2	10/84	0	0	0	0		2
3	11/84	26856	26004	852	85		3
4	12/84	0	0	0	0		4
5	1/85	25366	24338	1028	82		5
6	2/85	0	0	0	0		6
7	3/85	0	0	0	0		7
8	4/85	27102	26036	1066	53		8
9	5/85	0	0	0	0		9
10	6/85	26866	25819	1047	31		10
11	7/85	0	0	0	0		11
12	Total	106190	102197	3993	*500	4493	12
13							13
14	* minimum						14
15	Applied						15
16							16
17							17
18							18
19							19
20							20
21							21
22							22
23							23
24							24
25							25
26							26
27							27
28							28
29							29
30							30
31							31
32							32
33							33
34							34
35							35
36							36
37							37
38							38
39							39
40							40

MF-53312

Transp. CTR

11/26/85

76

No. 42 002184

Acres Covered (More or Less)

218.00

RENTAL

To: 09/05/1987

Amount Due

2180

TX 78711

121

71291

TOTAL AMOUNT

***2180

quires regarding this check should refer to "Lease No." and be addressed to: Chevron U.S.A. Inc., Land Department, P.O. Box 1635, Houston, TX 77251

(77) M-53312

Rental Payment

8-23-86





(915) 684-6381

West Texas Oil Reports

P. O. BOX 953
MIDLAND, TEXAS 79702

March 23, 1988

RAILROAD COMMISSION REPORTS PREPARED
ALL STATE PRODUCTION REPORTS
PROPERTY MANAGEMENT

121

2500 N. BIG SPRING
SUITE 120

General Land Office
Attn: Darrell Donaldson
1700 North Congress Ave.
Austin, TX 78701

RE: New Operator
Claude-Maggie Company

Dear Sir:

In reference to the above new operator, I have enclosed copies of the assignment of oil and gas lease. I have, also, enclosed the RDF Type 0 and RDF Type 2.

If there is further information needed please call at the above number. Thank you for your time and consideration in this matter.

Yours truly,

Jean Ellison, agent
Claude-Maggie Company

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, PIPER PETROLEUM COMPANY, 1212 W. El Paso Street, Fort Worth, Texas 76102, WILSON EXPLORATION COMPANY, 1212 W. El Paso Street, Fort Worth, Texas 76102, and JOHN H. WILSON, 1212 W. El Paso Street, Fort Worth, Texas 76102, hereinafter referred to as Assignors, for and in consideration of Ten Dollars (\$10.00), and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MARK ALLAN BRAGG, d/b/a ~~M.A.B. PROPERTIES~~, 1310 Johnson, Pecos, Texas 79772, all of Assignors' right, title and interest in and to that certain oil and gas lease hereinafter described, Insofar and Only Insofar as said lease covers the tract of land specifically described, to-wit:

*Claude Maggi
Mark Bragg*

Oil, gas and mineral lease dated September 5, 1961, from M. A. Davey, Jr., whose marital status has not changed since acquiring the hereinafter acquired property; Dorothy Davey Cason and husband A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as Lessors, and Jack E. Blake, as Lessee, covering, among other lands, a 40-acre square in the North Corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas.

41 0000 17479-88

07-07130-3
H-87722 - Not correct
M 52448D 1/16/61

41 0000 18493 00 - [91124]

SAID lease being recorded in Volume 19 at Page 412 of the Oil and Gas Records of Loving County, Texas, together with all of Assignors' interest in and to all personal property and equipment located thereon and the production had therefrom.

ASSIGNEE assumes and agrees to pay any and all claims, losses, costs resulting from any exploration, drilling or producing operations for oil or gas upon said lease which may occur after the effective date of this Assignment, including but not limited to the plugging and abandonment of the Davey State No. 1 well and the restoration of the surface. Assignee shall further protect, indemnify and hold Assignors harmless from any and all such claims.

THIS Assignment, as same pertains to all material and equipment covered hereby, is made without warranty, express or implied, as to merchantability and fitness for particular purposes, and Assignee accepts such material and equipment "as is".

THIS Assignment shall be effective as of 7 A.M., February 1, 1988.

EXECUTED this 18th day of January, 1988.

ATTEST:

Thomas L. Leahy
Secretary

PIPER PETROLEUM COMPANY

By

[Signature]
Vice President

ATTEST:

Thomas L. Leahy
Secretary

WILSON EXPLORATION COMPANY

By

[Signature]
Vice President

John H. Wilson
JOHN H. WILSON

STATE OF TEXAS)
)
 COUNTY OF TARRANT)

BEFORE ME this undersigned authority on this day personally appeared JOHN H. WILSON II known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of PIPER PETROLEUM COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said PIPER PETROLEUM COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of January, 1988.

Pauline Dixon

Notary Public Pauline Dixon

My Commission Expires:

8/31/88

STATE OF TEXAS)
)
 COUNTY OF TARRANT)

BEFORE ME this undersigned authority on this day personally appeared JOHN H. WILSON II known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of WILSON EXPLORATION COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said WILSON EXPLORATION COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of January, 1988.

Pauline Dixon

Notary Public Pauline Dixon

My Commission Expires:

8/31/88

STATE OF TEXAS)
)
 COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. WILSON, 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 18th day of January, 1988.

Pauline Dixon

Notary Public Pauline Dixon

My Commission Expires:

8/31/88

FILE NO. 190

PIPER PETROLEUM COMPANY,
WILSON EXPLORATION COMPANY
AND
JOHN H. WILSON

TO

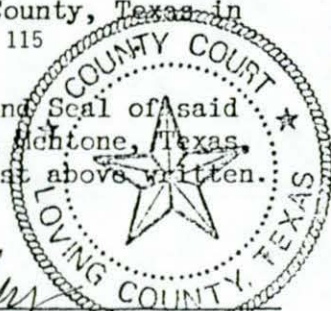
MARK ALLAN BRAGG, d/b/a
M.A.B. PROPERTIES

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS X
COUNTY OF LOVING X

I, Juanita Busby, Clerk of the County
Court in and for said County, do hereby
certify that the within instrument
in writing, dated JANUARY 18, 1988
with its certification of authentica-
tion, was filed for record in my office
FEBRUARY 23, 1988 at 3:10 o'clock
p.m. and recorded FEBRUARY 23, 1988
at 3:30 o'clock p.m. in the
OIL AND GAS LEASE
Records of Loving County, Texas in
Volume 83, Page 115

Witness my Hand and Seal of said
Court, at office in Pocklington, Texas,
on date and year last above written.



County Clerk, Loving County, Texas

Indexed

FEE: \$7.00

Direct

Reverse

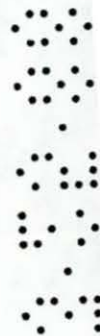
53312

MF
ITEM
TO
FROM
DATE

Letter & Assignment

West Texas Oil Report

3-25-88 yng





"Since 1948"

West Texas Oil Reports

P. O. Box 953
MIDLAND, TEXAS 79702



General Land Office
Attn: Darrell Donaldson
1700 North Congress Ave.
Austin, TX 78701





(915) 684-6381

West Texas Oil Reports

P. O. BOX 953
MIDLAND, TEXAS 79702
May 10, 1988

122

2500 N. BIG SPRING
SUITE 120

General Land Office
Attn: Mike Smith
1700 N. Congress Ave.
Austin, TX 78701

RE: Original Assignment
From Wilson
To Claude-Maggie
Davey-State lease
GLO# 053312

Dear Sir:

Enclosed please find the original assignment of the above referenced lease as per your request.

If I can be of any further assistance please let me know.

Yours truly,

Jean Ellison
Jean Ellison, agent
Claude-Maggie

100

United States



ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS)
)
COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, PIPER PETROLEUM COMPANY, 1212 W. El Paso Street, Fort Worth, Texas 76102, WILSON EXPLORATION COMPANY, 1212 W. El Paso Street, Fort Worth, Texas 76102, and JOHN H. WILSON, 1212 W. El Paso Street, Fort Worth, Texas 76102, hereinafter referred to as Assignors, for and in consideration of Ten Dollars (\$10.00), and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto MARK ALLAN BRAGG, d/b/a M.A.B. PROPERTIES, 1310 Johnson, Pecos, Texas 79772, all of Assignors' right, title and interest in and to that certain oil and gas lease hereinafter described, Insofar and Only Insofar as said lease covers the tract of land specifically described, to-wit:

Oil, gas and mineral lease dated September 5, 1961, from M. A. Davey, Jr., whose marital status has not changed since acquiring the hereinafter acquired property; Dorothy Davey Cason and husband A. B. Cason; Kathleen Davey Hamilton and husband, W. Lamar Hamilton, as Lessors, and Jack E. Blake, as Lessee, covering, among other lands, a 40-acre square in the North Corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas.

SAID lease being recorded in Volume 19 at Page 412 of the Oil and Gas Records of Loving County, Texas, together with all of Assignors' interest in and to all personal property and equipment located thereon and the production had therefrom.

ASSIGNEE assumes and agrees to pay any and all claims, losses, costs resulting from any exploration, drilling or producing operations for oil or gas upon said lease which may occur after the effective date of this Assignment, including but not limited to the plugging and abandonment of the Davey State No. 1 well and the restoration of the surface. Assignee shall further protect, indemnify and hold Assignors harmless from any and all such claims.

THIS Assignment, as same pertains to all material and equipment covered hereby, is made without warranty, express or implied, as to merchantability and fitness for particular purposes, and Assignee accepts such material and equipment "as is".

THIS Assignment shall be effective as of 7 A.M., February 1, 1988.

EXECUTED this 18th day of January, 1988.

ATTEST:

Thomas L. Leahy
Secretary

PIPER PETROLEUM COMPANY

By [Signature]
Vice President

ATTEST:

Thomas L. Leahy
Secretary

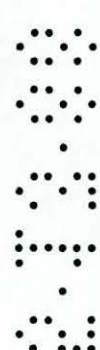
WILSON EXPLORATION COMPANY

By [Signature]
Vice President

John H. Wilson
JOHN H. WILSON

1000

1000



1000

1000

1000

1000



STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME this undersigned authority on this day personally appeared JOHN H. WILSON II known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of PIPER PETROLEUM COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said PIPER PETROLEUM COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of January, 1988.

Pauline Dixon
Notary Public Pauline Dixon

My Commission Expires:

8/31/88

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME this undersigned authority on this day personally appeared JOHN H. WILSON II known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President of WILSON EXPLORATION COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said WILSON EXPLORATION COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of January, 1988.

Pauline Dixon
Notary Public Pauline Dixon

My Commission Expires:

8/31/88

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. WILSON, 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 18th day of January, 1988.

Pauline Dixon
Notary Public Pauline Dixon

My Commission Expires:

8/31/88

FILE NO. 190

PIPER PETROLEUM COMPANY,
WILSON EXPLORATION COMPANY
AND
JOHN H. WILSON

TO

MARK ALLAN BRAGG, d/b/a
M.A.B. PROPERTIES

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS X
COUNTY OF LOVING X

I, Juanita Busby, Clerk of the County
Court in and for said County, do hereby
certify that the within instrument
in writing, dated JANUARY 18, 1988
with its certification of authentica-
tion, was filed for record in my office
FEBRUARY 23, 1988 at 3:10 o'clock
p.m. and recorded FEBRUARY 23, 1988
at 3:30 o'clock p.m. in the
OIL AND GAS LEASE
Records of Loving County, Texas in
Volume 83 , Page 115

Witness my Hand and Seal of said
Court, at office in Denton, Texas,
on date and year last above written.



Juanita Busby
County Clerk, Loving County, Texas

Indexed

FEE: \$7.00

Direct

Reverse

MF 53312
ITEM Letter & Assignment
TO
FROM West Texas Oil Reports
DATE 5-13-88 yng

VOLUME 83, PAGE 117, O&G.L.

2700



(915) 684-6381

West Texas Oil Reports

P. O. BOX 953
MIDLAND, TEXAS 79702

June 9, 1988

RAILROAD COMMISSION REPORTS PREPARED
ALL STATE PRODUCTION REPORTS
PROPERTY MANAGEMENT

2500 N. BIG SPRING
SUITE 120

General Land Office
Attn: Billy Lancaster
1700 N. Congress Ave.
Austin, TX 78701

X-25.00

88050270

RE: Claude-Maggie , Operator
Davey State Lease
53312 GLO lease #
\$25.00 filing fee

129
↓
121

Dear Mr. Lancaster,

In reference to the above GLO number, please find enclosed a check in the amount of \$25.00 to cover the filing fee.

If there is any further information needed please call me.

Sincerely,

Jean Ellison

Jean Ellison, agent for
Claude-Maggie

enclosure: 1

53312

Reiter

10.

DATE _____

West Lyas Ore Report

6-11-88 yag

Garry Mauro
Commissioner
General Land Office



June 17, 1988

West Texas Oil Reports
ATTN: Jean Ellison
P.O. Box 953
Midland, TX 79702

RE: Instrument Filing For State Lease M-53312
Loving County, Texas

Dear Ms. Ellison:

The General Land Office hereby acknowledges receipt of a certified copy of Assignment of Oil and Gas Lease on March 25, 1988. The instrument has been filed in our records and your remittance of \$25.00 has been applied as the required filing fee.

Sincerely,

A handwritten signature in cursive script that reads "Billy Lancaster".

Billy Lancaster
Manager Lease Compliance Section
Energy Resources Program
(512) 463-5042

BL/RH/yrq

53312

MF
ITEM
TO
FROM
DATE

Ketter

West Texas Oil Reports

6-17-88 upg

121

WILSON EXPLORATION COMPANY

1212 WEST EL PASO

FORT WORTH, TEXAS 76102

March 17, 1987

Mr. Carl Mullen
Energy Resources Dept.
General Land Office
1700 N. Congress Ave.
Austin, TX 78701

Re: Information Request 3/12/87
Davey-State Lease
MF053312
Loving County, Texas

Dear Mr. Mullen:

Per your letter of March 12, 1987 and our telephone conversation of this date, we submit the following:

1. a. Current lessee to our knowledge is the same as on the original lease, i.e., Gulf Oil Corporation. We have not been notified to the contrary nor would we expect to be. Perhaps the title is in Chevron now but we have no direct knowledge of this.
- b. Copies of all assignments affecting the lease were sent to you under cover of our letter dated April 30, 1984, Attn.: Robin Jamail, and to our knowledge there has been no change or further assignments since that time.
2. Surface Owner - a title opinion dated February 1, 1965 listed the surface estate as being owned by:

M. A. Davey	1/3
Dorothy Davey Cason	1/3
Kathleen Davey Hamilton	1/3

We have no address for any of these people nor have we ever had direct contact with them as our lease is a sub-lease or farmout from Gulf.

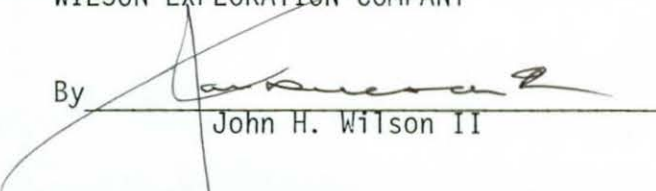
3. The latest division order we have is dated April 7, 1965 from The Permian Corporation which does not reflect all of the assignments furnished to you in 1b above. We enclose a copy of this division order.

We trust the above information will help.

Very truly yours,

WILSON EXPLORATION COMPANY

By


John H. Wilson II

JHW II:rc
Encl.

THE PERMIAN CORPORATION

AMENDED AS TO
DESCRIPTION ONLY

DIVISION ORDER

Lease No. 231415 April 7, 1965

TO THE PERMIAN CORPORATION, P. O. BOX 3119, MIDLAND, TEXAS

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the

Wilson Exploration Company - Davey-State

farm or lease, located in Loving County, State of Texas, more particularly described as follows:

A 40-acre square in the North corner of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas, which is more fully shown on Survey Plat of July 25, 1964, by Fred B. Armstrong, surrounding the Davey-State Well No. 1,

LIMITED from the surface down to the base of the Delaware Sand formation, not to exceed 4,500 feet beneath the surface,

and commencing at 7 A.M., the day of first runs, 19, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
<u>ROYALTY INTEREST</u>		
The State of Texas	1/16 of 8/8 R.I. (.0625000)	
East Texas National Bank, Palestine, Texas, Independent Executor of the Estate of M. A. Davey, Jr., Deceased	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Dorothy Davey Cason, whose husband is A. B. Cason, her separate property	1/3 of 1/16 of 8/8 R.I. (.0208333)	
Kathleen Davey Hamilton, whose husband is W. Lamar Hamilton, her separate property	1/3 of 1/16 of 8/8 R.I. (.0208334)	
<u>OVERRIDING ROYALTY INTEREST</u>		
Gulf Oil Corporation	3/32 of 8/8 O.R.I. (.0937500)	
<u>WORKING INTEREST</u>		
Fred Goodstein	9/16 of 25/32 W.I. (.4394532)	
Piper Petroleum Company	4/16 of 25/32 W.I. (.1953125)	

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

WORKING INTEREST (Cont'd)

John H. Wilson	2/16 of 25/32 W.I. (.0976562)
Wilson Exploration Company	1/16 of 25/32 W.I. (.0488281)

MF# 53312

D.O.

3-12-87

82

3-12-87

WILSON EXPLORATION COMPANY

1212 WEST EL PASO
FORT WORTH, TEXAS 76102

April 20, 1987

Mr. Carl Mullen
General Land Office
Stephen F. Austin Building
1700 North Congress Ave.
Austin, TX 78701

Re: MF053312
Davey-State Lease
Loving County, Texas

Dear Mr. Mullen:

You have been furnished with a copy of a letter to Wilson Exploration Company from Permian dated April 10, 1987, in which they enclosed a copy of a recent Division of Interest Statement. Per Permian's request we are forwarding a copy of this Division of Interest Statement to you, per your request dated March 12, 1987.

This should satisfy item 3 of your request.

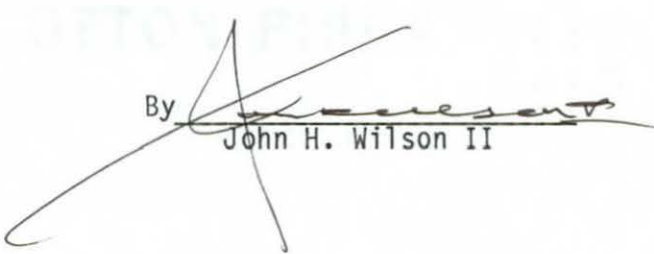
We have no further information on items 1 and 2 than that furnished in our letter to you dated March 17th.

We trust the above information will be of help.

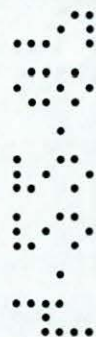
Very truly yours,

WILSON EXPLORATION COMPANY

By


John H. Wilson II

JHW II:rc
Encl.



Verbal Bond
25% COTTON FIBER 2 1/2

DIVISION ORDER 542-23717-00

DIVISION ORDER REGISTER

DATE 04/07/87 PAGE NO. 1

REPORT 3157

GIN	A/S	NAME	OIL INTEREST	OIL SUSPENSE	GAS INTEREST	GAS SUSPENSE	OIL ADJUST.	GAS ADJUST.	MEMO AN NUMBER	O/G
10002-00-4	7/9	MEMO				.3420455			5 77-02-0086	G
29226-00-8	1/1	DAVEY MARTIN A III TRUST				.0051610			3 80-02-1258	G
566010-00-5	1/1	BRAVO OIL CO				.0632102			5 77-02-0086	G
617225-00-8	1/1	COLE KATHLEEN H				.0017203			5 77-02-0086	G
617226-00-6	1/1	COLLEY DOROTHY NELL				.0034407			5 77-02-0086	G
617228-00-2	1/1	COLLEY THOMAS H JR				.0034407			5 77-02-0086	G
617229-00-0	1/1	DAVEY MARTIN A III NO 2				.0012903			7 81-07-1506	G
617232-00-4	1/1	JOYCE LOTTIE MAY				.0025805			5 77-02-0086	G
617233-00-2	1/1	ONEILL ELIZABETH H				.0017203			5 77-02-0086	G
802506-00-6	1/1	WOOLVERTON BONNIE JEAN				.0012902			7 82-03-1520	G
935120-00-6	1/1	COLLEY MARTIN C ESTATE TRUST				.0034407			9 86-09-1573	G
935988-00-6	1/1	HAMILTON KATHLEEN DAVEY EST				.0068813			9 86-11-1304	G
80000-00-3	4/9	CHEVRON USA				.5637783			5 77-02-0086	G

1.0000000

FACNO	FILE	FACILITY NAME	FIELD NAME	OPERATOR NAME	PURC GIN
68810-000-00	0	GRAYLING GAS UNIT	VERMEJO--FUSSELMAN	GULF OIL CORP	0914552
68810-000-01	0	GRAYLING GAS UNIT	VERMEJO--FUSSELMAN	GULF OIL CORP	0166804

FIELD LEASE	OPERATOR	LEASE NO.	PR
VERMEJO--FUSSELMAN GRAYLING GAS UNIT	GULF OIL CORP	68810-000-01	G

OWNER	NAME AND ADDRESS	ACCT	STAT	OIL INT	GAS INT
0000509-03-4	COMMISSIONER GENERAL LAND OFFICE STATE OF TEX LAND OFFICE BLDG AUSTIN TX 78711	1	1		.0309659

0010002-00-4	MEMO	7	9		.9690341
					1.0000000

OIL & GAS OWNERS REGISTER

DATE 04/07/87

REPORT 3202

PAGE 4395

OWNER	LEASE	OPERATOR	LEASE CODE	FILE	DIV.	ORD.	AS	INTEREST
0029222-00-7 HOWARD WILLIAM F THIRD NATIONAL BANK OF NASHVILLE AS TRUSTEE FOR WILLIAM F HOWARD P O BOX 76 NASHVILLE TN 37202	BK-NO56 TX-ID62-6065568 NEELY A GDN ETAL NEELY A GDN ETAL NEELY A GDN ETAL NEELY A GDN ETAL	GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP	51045-000-00 51045-000-00 51045-000-14 51045-000-50	2 0 4 4	242-04149-00 242-04149-00 242-04149-00 242-04149-00	11 11 11 11	AS AS AS AS	.0011480 .0011480 .0011480 .0011480
0029223-00-5 BRYANT NEIL NEIL BRYANT ROUTE 3 VAN BUREN AR 72956	BK-NO56 TX-ID524-46-4922 PARKS R S PARKS R S 2-2	GULF OIL CORP GULF OIL CORP	56858-000-00 85119-000-02	0 0	203-16179-01 203-16179-02	11 11	AS AS	.0078120 .0078125
0029224-00-3 CULVERSON BOBBY BOBBY G CULVERSON AND OLIVE L CULVERSON ROUTE 1 VAN BUREN AR 72956	BK-NO56 TX-ID432-72-8557 G & OLIVE L TITSWORTH TITSWORTH JACKSON JACKSON JACKSON JACKSON-SEC 24	GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP	56912-000-00 56913-000-00 62964-000-00 63005-000-00 63006-000-00 85174-000-00	0 0 0 0 0 0	203-16761-00 203-16761-00 203-16761-00 203-16761-00 203-16761-00 203-16761-01	11 11 11 11 11 11	AS AS AS AS AS AS	.0003914 .0003914 .0003914 .0003914 .0003914 .0003910
0029226-00-8 DAVEY MARTIN A III TRUST CITIZENS FIRST NATIONAL BANK OF TYLER TRUSTEE FOR MARTIN A DAVEY III TRUST P O BOX 2020 TYLER TX 75710	BK-NO56 TX-ID756-06-0561 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT / ENH REC--TR 4 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT / ENH REC--TR 4 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT / ENH REC--TR 6 GRAYLING GAS UNIT GRAYLING GAS UNIT	GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP	51248-041-00 51248-041-00 51248-041-10 51248-041-90 51248-041-90 86475-041-90 51248-045-00 51248-045-00 51248-045-00 51248-045-10 51248-045-90 86475-045-90 51248-062-00 51248-062-00 51248-062-00 51248-062-80 51248-062-90 86475-062-90 68810-000-00 68810-000-01	1 1 2 4 4 4 1 0 2 4 4 4 1 0 0 2 4 4 0 0	242-15712-00 242-15712-00 242-15712-00 242-15712-00 242-15712-00 242-15712-00 242-19219-00 242-19219-00 242-19219-00 242-19219-00 242-19219-00 242-19219-00 242-19231-00 242-19231-00 242-19231-00 242-19231-00 242-19231-00 242-19231-00 542-23717-00 542-23717-00	11 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11	AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS AS	.0011880 .0011880 .0011880 .0011880 .0011880 .0011880 .0058590 .0058590 .0058590 .0058590 .0058590 .0058590 .0007940 .0007940 .0007940 .0007940 .0007940 .0007940 .0051610 .0051610
0029227-00-6 FREY CHARLES T DR CHARLES T FREY RT 2 BOX 398 CEDAREDGE CO 81413	BK-NO56 TX-ID524-58-1697 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2	GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP	53406-000-00 53406-000-00 53406-000-00 53406-001-00	1 5 0 1	417-14886-00 417-14886-00 417-14886-00 417-14886-00	16 16 16 16	AS AS AS AS	.0000010 .0000010 .0000010 .0000010
0029228-00-4 KNUITZ EVELYN F EVELYN F KNUITZ 2700 ZINIFANDAL DR RANCHO CORDOVA CA 95670	BK-NO TX-ID30-4225773 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2 S RA SUB - HEYDMAN ETAL UNIT 2	GULF OIL CORP GULF OIL CORP GULF OIL CORP GULF OIL CORP	53406-000-00 53406-000-00 53406-000-00 53406-001-00	1 5 0 1	417-14886-00 417-14886-00 417-14886-00 417-14886-00	16 16 16 16	AS AS AS AS	.0000010 .0000010 .0000010 .0000010
0029229-00-2 MEAD SHIRLEY PHILLIPS THE PEOPLES NATIONAL BANK	BK-NO56 TX-ID756-05-9700 PITTSBURG UNIT--TR 15	GULF OIL CORP	51248-015-00	1	242-05128-00	11	AS	.0001730

OWNER	LEASE	OPERATOR	LEASE CODE	FILE	DIV.	ORD.	AS	INTEREST
0566005-00-5	ENOCHS JAMES R COMMUNITY /C/ FOX HILLS	BK-N056 TX-ID553-36-1020 GULF OIL CORP	50031-000-03	0	104-16978-04	11		.0004970
0566007-00-1	COLE RUBY NELL THURMAN RUBY NELL THURMAN COLE 2101 CARNATION LANE TEMPLE TX 76502	BK-N0 TX-ID451-03-9924 BRADSHAW HEIRS GULF OIL CORP BRADSHAW HEIRS GULF OIL CORP BRADSHAW HEIRS GULF OIL CORP	54709-000-00	0	542-22553-00	11		.0001734
			66875-000-01	4	542-22553-00	11		.0001734
			77884-000-01	4	542-22553-00	11		.0001734
0566010-00-5	BRAVO OIL CO BRAVO OIL COMPANY FILE #5724 P O BOX 71118 CHICAGO IL 60694	BK-N0 TX-ID740-86-3420 VARDEN DOLLY FOREST OIL CORP STEELHEAD GAS UNIT FOREST OIL CORP STEELHEAD GAS UNIT FOREST OIL CORP CATFISH UNIT FOREST OIL CORP CATFISH UNIT FOREST OIL CORP GRAYLING GAS UNIT GULF OIL CORP GRAYLING GAS UNIT GULF OIL CORP	67789-000-00	0	542-23203-00	11		.0682975
			68072-000-00	0	542-23405-00	11		.0520833
			68072-000-02	0	542-23405-00	11		.0520833
			68802-000-00	0	542-23441-00	11		.0121922
			68802-000-02	0	542-23441-00	11		.0121922
			68810-000-00	0	542-23717-00	11		.0632102
			68810-000-01	0	542-23717-00	11		.0632102
0566011-00-3	BLAIR MARY ADELINE MARY ADELINE BLAIR 1125 OVERLAKE DRIVE RICHARDSON TX 75080	BK-N056 TX-ID458-50-4848 MER-MAG BRYSON WF UNIT GULF OIL CORP	74006-000-01	4	542-24194-00	11		.0037500
0566012-00-1	ANDERSON EMMA S EMMA S ANDERSON 208 REEDS LN C/O FLOCKO1 EVERSON WA 98247	BK-N056 TX-ID00-0000000 HARLAN R L /A/ GULF OIL CORP HARLAN R L /A/ GULF OIL CORP HARLAN R L /A/ GULF OIL CORP	59718-000-00	4	242-11193-00	31		.0007940
			59718-000-00	0	242-11193-00	31		.0007940
			59718-000-10	4	242-11193-00	31		.0007940
0566014-00-7	LOVING OLIVER III OLIVER LOVING III STAR ROUTE JERMYN TX 76057	BK-N056 TX-ID463-40-3746 MER-MAG BRYSON WF UNIT GULF OIL CORP	74006-000-01	4	542-24194-00	11		.0112500
0566015-00-4	LOVING ERNA W ERNA W LOVING 1221 TEXAS STREET GRAHAM TX 76046	BK-N056 TX-ID451-38-5633 MER-MAG BRYSON WF UNIT GULF OIL CORP	74006-000-01	4	542-24194-00	11		.0150000
0566016-00-2	JACKSON LOIS K THE FORT WORTH NATIONAL BANK TRUSTEE U/A 12-16-66 BY LOIS K JACKSON ACCT #2456 P O BOX 2605 FORT WORTH TX 76101	BK-N056 TX-ID756-05-4099 MER-MAG BRYSON WF UNIT GULF OIL CORP	74006-000-01	4	542-24194-00	11		.0375000
0566020-00-4	WIDEMAN YANDELL HUMPHREY YANDELL HUMPHREY WIDEMAN 711 WHITE OAKS CR JACKSON MS 39208	BK-N056 TX-ID427-92-2796 HO NAC SU--TR 20-2 GULF OIL CORP HO NAC SU--TR 20-2 GULF OIL CORP HO NAC SU--TR 20-2 GULF OIL CORP HO NAC SU--TR 20-2 GULF OIL CORP	55954-032-00	4	217-21290-00	11		.0013025
			55954-032-10	4	217-21290-00	11		.0013025
			55954-032-20	4	217-21290-00	11		.0013025
			55954-032-70	4	217-21290-00	11		.0013025
					217-21290			

OIL & GAS OWNERS REGISTER				DATE 04/07/87	REPORT 3202	PAGE 19238			
OWNER	LEASE	OPERATOR	LEASE CODE	FILE	DIV.	ORD.	AS	INTEREST	
0617224-00-1	BROCK MARTIN THOMAS 1976 TR MA 9 SUD A C PLT 7 MA 6 SUC A C PLT 9 MA 10 RA SU MA 10 RA SU MA 10 RA SU--TRACT A	BK-NO TX-ID741-90-0968 QUINTANA PETROLEUM CORP QUINTANA PETROLEUM CORP QUINTANA PETROLEUM CORP QUINTANA PETROLEUM CORP QUINTANA PETROLEUM CORP	53187-000-12	0	417-17343-02	16	.0000245		
			53188-000-00	5	417-17728-00	16	.0000311		
			74503-000-12	0	417-24538-01	16	.0005515		
			74503-000-41	0	417-24538-01	16	.0005515		
			74503-001-10	5	417-24538-03	16	.0005515		
0617225-00-8	COLE KATHLEEN H KATHLEEN H COLE P O BOX 916 PALESTINE TX 75801	BK-NO56 TX-ID459-70-3963 GRAYLING GAS UNIT GRAYLING GAS UNIT GULF OIL CORP GULF OIL CORP	68810-000-00	0	542-23717-00	11	.0017203		
			68810-000-01	0	542-23717-00	11	.0017203		
0617226-00-6	COLLEY DOROTHY NELL DOROTHY NELL COLLEY DRAWER 287 GENOA NV 89411	BK-NO56 TX-ID453-30-5636 GRAYLING GAS UNIT GRAYLING GAS UNIT GULF OIL CORP GULF OIL CORP	68810-000-00	0	542-23717-00	11	.0034407		
			68810-000-01	0	542-23717-00	11	.0034407		
0617228-00-2	COLLEY THOMAS M JR THOMAS M COLLEY JR P O DRAWER 1490 PALESTINE TX 75801	BK-NO56 TX-ID455-24-6631 GRAYLING GAS UNIT GRAYLING GAS UNIT GULF OIL CORP GULF OIL CORP	68810-000-00	0	542-23717-00	11	.0034407		
			68810-000-01	0	542-23717-00	11	.0034407		
0617229-00-0	DAVEY MARTIN A III NO 2 MARTIN A DAVEY III 5407 TANBARK DALLAS TX 75229	BK-NO56 TX-ID462-78-6050 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT--TR 41 PITTSBURG UNIT / ENH REC--TR 4 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT--TR 45 PITTSBURG UNIT / ENH REC--TR 4 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT--TR 62 PITTSBURG UNIT / ENH REC--TR 6 GRAYLING GAS UNIT GRAYLING GAS UNIT	51248-041-00	1	242-15712-00	11	.0005940		
			51248-041-00	0	242-15712-00	11	.0005940		
			51248-041-10	2	242-15712-00	11	.0005940		
			51248-041-90	4	242-15712-00	11	.0005940		
			86475-041-90	4	242-15712-00	11	.0005940		
			51248-045-00	1	242-19219-00	11	.0029300		
			51248-045-00	0	242-19219-00	11	.0029300		
			51248-045-10	2	242-19219-00	11	.0029300		
			51248-045-90	4	242-19219-00	11	.0029300		
			86475-045-90	4	242-19219-00	11	.0029300		
			51248-062-00	1	242-19231-00	11	.0003970		
			51248-062-00	0	242-19231-00	11	.0003970		
			51248-062-10	2	242-19231-00	11	.0003970		
			51248-062-80	4	242-19231-00	11	.0003970		
			51248-062-90	4	242-19231-00	11	.0003970		
			86475-062-90	4	242-19231-00	11	.0003970		
			68810-000-00	0	542-23717-00	11	.0012903		
			63810-000-01	0	542-23717-00	11	.0012903		
0617232-00-4	JOYCE LOTTIE MAY LOTTIE MAY JOYCE P O BOX 1338 PALESTINE TX 75801	BK-NO56 TX-ID466-04-5279 GRAYLING GAS UNIT GRAYLING GAS UNIT GULF OIL CORP GULF OIL CORP	68810-000-00	0	542-23717-00	11	.0025805		
			68810-000-01	0	542-23717-00	11	.0025805		
0617233-00-2	ONEILL ELIZABETH H ELIZABETH H ONEILL BOX 916 PALESTINE TX 75801	BK-NO56 TX-ID463-66-7142 GRAYLING GAS UNIT GRAYLING GAS UNIT GULF OIL CORP GULF OIL CORP	68810-000-00	0	542-23717-00	11	.0017203		
			68810-000-01	0	542-23717-00	11	.0017203		
0617271-01-0	MICHIGAN OIL COMPANY KOSTELNAK LEONARD--NO 1-30-2D	BK-NO56 TX-ID38-6075395 GULF OIL CORP	72889-000-01	4	233-23887-00	16	.0037500		

OWNER	LEASE	OPERATOR	LEASE CODE	FILE	DIV.	ORD.	R	AS	INTEREST
0802504-00-1	SANDBERG CLEOPHA B	BK-N056 TX-ID261-70-4359							
	OBRIEN G W ET AL	GULF OIL CORP	67731-000-34	0	542-23048-34	11			.0000030
	OBRIEN G W ET AL	GULF OIL CORP	76903-000-34	0	542-23048-34	11			.0000030
	OBRIEN G W SEC 13 POLYMER PRO	GULF OIL CORP	76965-000-34	0	542-23048-34	11			.0000030
	OBRIEN G W PHASE 1 POLYMER PRO	GULF OIL CORP	86273-000-34	0	542-23048-34	11			.0000030
	OBRIEN G W PHASE 2 POLYMER PRO	GULF OIL CORP	86341-000-34	0	542-23048-34	11			.0000030
	OBRIEN G W ET AL--WARD CO	GULF OIL CORP	67730-000-35	0	542-23048-35	11			.0000030
	OBRIEN G W ET AL	GULF OIL CORP	67731-000-35	0	542-23048-35	11			.0000030
	OBRIEN G W ET AL	GULF OIL CORP	76903-000-35	0	542-23048-35	11			.0000030
	OBRIEN G W SEC 13 POLYMER PRO	GULF OIL CORP	76965-000-35	0	542-23048-35	11			.0000030
	OBRIEN G W PHASE 1 POLYMER PRO	GULF OIL CORP	86273-000-35	0	542-23048-35	11			.0000030
	OBRIEN G W PHASE 2 POLYMER PRO	GULF OIL CORP	86341-000-35	0	542-23048-35	11			.0000030
0802505-00-8	REED WALLACE AUGUST	BK-N056 TX-ID432-46-3564							
	WALLACE AUGUST REED	WHITLOCK	59547-000-01	0	203-19704-00	11			.0005322
	1000 N MAIN								
	TOOELE UT 84074								
0802506-00-6	WOOLVERTON BONNIE JEAN	BK-N056 TX-ID449-74-0958							
	BONNIE JEAN WOOLVERTON	GRAYLING GAS UNIT	68810-000-00	0	542-23717-00	11			.0012902
	921 WOODLAND DRIVE	GRAYLING GAS UNIT	68810-000-01	0	542-23717-00	11			.0012902
	PALESTINE TX 75801								
0802507-00-4	WEEKS RICHARD H	BK-N056 TX-ID433-28-4559							
	RICHARD H WEEKS	KZS SU/KU--TR 1	55994-001-00	4	217-15139-00	11			.0002180
	P O BOX 1378	KZS SU/KU--TR 1	55994-001-01	0	217-15139-00	11			.0002180
	CONROE TX 77301	KZS SU/KU--TR 1	55994-001-20	4	217-15139-00	11			.0002180
		KZS SU/KU--TR 1	55994-001-50	5	217-15139-00	11			.0002180
		KZS SU/KU--TR 2	55994-002-00	4	217-15140-00	11			.0002180
		KZS SU/KU--TR 2	55994-002-20	4	217-15140-00	11			.0002180
		KZS SU/KU--TR 2	55994-002-50	5	217-15140-00	11			.0002180
		KZS SU/KU--TR 2	55994-002-23	0	217-15140-22	11			.0001090
		KZS SU/KU--TR 2	55994-002-26	0	217-15140-22	11			.0001090
		KZS SU/KU--TR 3	55994-003-00	4	217-15141-00	11			.0002180
		KZS SU/KU--TR 3	55994-003-02	0	217-15141-00	11			.0002180
		KZS SU/KU--TR 3	55994-003-03	0	217-15141-00	11			.0002180
		KZS SU/KU--TR 3	55994-003-20	4	217-15141-00	11			.0002180
		KZS SU/KU--TR 3	55994-003-50	5	217-15141-00	11			.0002180
		KZS SU/KU--TR 4	55994-004-00	4	217-15142-00	11			.0002180
		KZS SU/KU--TR 4	55994-004-02	0	217-15142-00	11			.0002180
		KZS SU/KU--TR 4	55994-004-03	0	217-15142-00	11			.0002180
		KZS SU/KU--TR 4	55994-004-20	4	217-15142-00	11			.0002180
		KZS SU/KU--TR 4	55994-004-50	5	217-15142-00	11			.0002180
		KZS SU/KU--TR 5	55994-005-00	4	217-15143-00	11			.0002180
		KZS SU/KU--TR 5	55994-005-20	4	217-15143-00	11			.0002180
		KZS SU/KU--TR 5	55994-005-30	5	217-15143-00	11			.0002180
		KZS SU/KU--TR 5	55994-005-24	0	217-15143-22	11			.0001090
		KZS SU/KU--TR 5	55994-005-27	0	217-15143-22	11			.0001090
0802507-01-2	WEEKS RICHARD H	BK-N056 TX-ID433-28-4559							
	RICHARD H WEEKS	KZS SU/KU--TR 2	55994-002-10	4	217-15140-12	11			.0002180
	70 GULF OIL CORP	KZS SU/KU--TR 2	55994-002-13	0	217-15140-12	11			.0002180
	P O BOX 1635	KZS SU/KU--TR 2	55994-002-16	0	217-15140-12	11			.0002180

L-3 132 x 64 10-6

L-3 132 x 64 10-6

OIL & GAS OWNERS REGISTER

DATE 04/07/87

REPORT 3202

PAGE 30960

OWNER	LEASE	OPERATOR	LEASE CODE	FILE	DIV.	ORD.	AS	INTEREST
0935983-00-7 WILLIAMS BARBARA PEARCE BK-NO TX-ID078-36-8947								
BARBARA PEARCE WILLIAMS	VUA/HAYES UNIT I #1	GRAHAM EXPLORATION	87736-000-01	0	217-06076-02	11		.0000083
PQ BOX 368	VUA/HAYES UNIT I #1	GRAHAM EXPLORATION	87736-000-11	5	217-06076-02	11		.0000083
OKDALE CA 95361	VUA/HAYES UNIT I #1	GRAHAM EXPLORATION	87736-000-21	5	217-06076-02	11		.0000083
	CAM 2 RA SUA/ATKINSON	MARGO INC	74636-000-00	5	217-24671-00	11		.0000025
	CAM 2 RA SUA/ATKINSON	MARGO INC	74636-000-00	0	217-24671-00	11		.0000025
	CAM 2 RA SUA/ATKINSON	MARGO INC	74636-000-10	5	217-24671-00	11		.0000025
0935984-00-5 GROOVER DIANA HATTEN BK-NO TX-ID000-00-0000								
DIANA HATTEN GROOVER	BATSON UNIT 21-2 WELL #1	PRUET & HUGHES CO	69056-000-00	1	223-23544-00	11		.0307680
1034 E WASHINGTON								
ASVILLE GA 31792								
0935986-00-0 GRANGER JOANN DOROTHY BK-NO TX-ID000-00-0000								
JOANN DOROTHY GRANGER	GMK SAN ANDRES UNIT--TR 3	GETTY RESERVE OIL INC	59914-001-00	5	542-10908-00	11		.0138887
1507 WEST 30TH	GMK SAN ANDRES UNIT--TR 3	GETTY RESERVE OIL INC	59914-001-00	0	542-10908-00	11		.0138887
AUSTIN TX 78703	GMK SAN ANDRES UNIT--TR 3	GETTY RESERVE OIL INC	59914-001-10	2	542-10908-00	11		.0138887
0935987-00-8 GOLDEN ELSIE POOL TRUST BK-NO TX-ID000-00-0000								
ELSLIE POOL GOLDEN	NE WELCH UNIT--TR 17	GULF OIL CORP	80596-017-00	4	542-25203-00	11		.0178570
REVOCABLE TRUST	NE WELCH UNIT--TR 17 INJ WELL	GULF OIL CORP	80596-817-00	4	542-25203-50	51		.0178570
C/O TEXAS AMERICAN BANK	NE WELCH UNIT--TR 17 INJ WELL	GULF OIL CORP	80596-917-00	4	542-25203-50	51		.0178570
AMARILLO NA								
P O BOX 231								
AMARILLO TX 79782								
0935988-00-6 HAMILTON KATHLEEN DAVEY EST BK-NO TX-ID756-29-1085								
KATHLEEN DAVEY HAMILTON ESTATE	GRAYLING GAS UNIT	GULF OIL CORP	68810-000-00	0	542-23717-00	11		.0068813
TRUST	GRAYLING GAS UNIT	GULF OIL CORP	68810-000-01	0	542-23717-00	11		.0068813
EAST TEXAS NATIONAL BANK								
TRUSTEE								
P O BOX 75801								
PALESTINE TX 75801								
0935989-00-4 WILEMON C H BK-NO TX-ID000-00-0000								
C H WILEMON	EL PASO-STATE UNIT	FOREST OIL CORP	66225-000-00	0	542-26222-00	11		.0001173
4109 SHADY VALLEY DR								
ARINGTON TX 76013								
0935990-00-2 BARTON NORMA J BK-NO TX-ID858-09-5731								
NORMA J BARTON	CUTTHROAT UNIT	FOREST OIL CORP	66566-000-00	0	542-26223-00	11		.0002147
P O BOX 729								
HOBBS NM 88240								
0935991-00-0 BRAMER GAIL H BK-NO TX-ID523-62-6740								
GAIL H BRAMER	EL PASO-STATE UNIT	FOREST OIL CORP	66225-000-00	0	542-26222-00	11		.0000399
5721 LONG MEADOW RD	CUTTHROAT UNIT	FOREST OIL CORP	66566-000-00	0	542-26223-00	11		.0001046
MOBILE AL 36609								
0935992-00-8 BURNETT GARY G BK-NO TX-ID430-58-1676								
GARY G BURNETT	CUTTHROAT UNIT	FOREST OIL CORP	66566-000-00	0	542-26223-00	11		.0000916
SUN TOWER BLDG								
24 SMITH RD								
SUITE 275								

OIL
OWN

093603

HAYES

2 RA

2 RA

CA

CA

DIANA HATTEN

B

ASVILLE GA 31792

JOANN DOROTHY

GR

SAN AN

SAN AN

ELSLIE POOL

NE WELCH

NE WELCH

K

AMARILLO TX 79782

N KATHLEEN

N ESTATE GR

GRAYLING G

NK

P O BOX 75801

PALESTINE TX 75801

C H

EL PASO-ST

NORMA J

CUTTHROAT

HOBBS NM 88240

GAIL H

EL PASO-ST

CUTTHROAT

MOBILE AL 36609

GARY G

CUTTHROAT

ABSTRACT REPORT

TABLE 1
LABOR TUBE

NE NOS .

month lease
must be car
ed in cents
reports

OB MO-SUB
1-BASE DIGEST SHEET
1-SUB D SHEETS
1-NON-INVENTORY

NUMBER IN

1 IS DIGIT REQUIRED

Line Nos	
1	Statistical
2	Statistical
3	Statistical
4	Co owner
5	Obligation etc
6	Delete CK Data
7	Rental Check
8	Rental Check
9	Rental Check

Change Type

- 0 New Line
- 1 Delete Line
- 2 Add New Line
- 3 Change or
Reformat Line

State	1st Digit
0	Onshore
1	State L'Onshore
2	Foreign Onshore

2-Digit Digit
IBM Code
Area Exp. Code
Country IBM Code
SCODE
State = 1st Digit
1 Non-producing
2 Held by Prod
3 Producing
4 Self Rel. was
5 Self Rel. Water
6 Other Int. Assistance

[illegible]

etc. etc. indicates number
of sections involved in the
total etc. etc.
9 indicates more than 9.

1. John and Oswald
2. are not
3. preparing
4. for the trial
5. for the murder of Lee Harvey Osvald
6. the last
7. of the last year
8. for this conviction
9. for the murder of John Lee Malley
10. for the murder of William John Harris Malley
11. for the murder of John Lee Malley
12. for the murder of John Lee Malley
13. for the murder of John Lee Malley
14. for the murder of John Lee Malley
15. for the murder of John Lee Malley
16. for the murder of John Lee Malley
17. for the murder of John Lee Malley
18. for the murder of John Lee Malley
19. for the murder of John Lee Malley
20. for the murder of John Lee Malley

DATE 01-21-77

REPORT NO. 5--1079

5-10883-00

LEASE NO. (1)	EXP. MO. (2)	SUB. (3)	TAX. (4)	STATE (5)	DIST. (6)	AREA (7)	COUNTY (8)	SECS (9)	MAP NO. (10)	PROSPECT (11)	SEC. (12)	TWP. (13)	RGE. (14)	D.C. (15)
5-10883-00	01	0	00	042	05	0	30	30G11	113	00002	00-012M	0000	4	
EXP. DATE (6)-FORM (7)	NEXT RENTAL DUE MO. (2) DAY (3) YR. (4)	LESSOR INTEREST (4)	GROSS ACRES (RD. D.) (8)	GULF NET ACRES (RD. D.) (8)	GULF INTEREST (4)	GULF NET RENTAL (9)	BC (1)							
01-26-78	4 00 00 00 00	0.000	0	0	0.000	.00	6							
GULF ORIG. COST (RD. D.) (8)	ACQUIRED MO. (2) YR. (3)	ROYALTY (16)	PROD. AREA (3)	FACILITY CODE (5)										
25,148	00 00	0	067	68810										
GULF NET ACRES (ACTUAL)	RENTAL PER ACRE	AFE NO.	CHECK DATE	CHECK NO.	REF. LEASE NO.									
		-	-	-	New									
LEASE EXPIRATION DATE (1) OPTION	INSTRUMENT		GRANTOR ALL OTHERS		DATE OF RENT	FED. ST. OR DEP. NO.								
	OIL & GAS LEASE													
	ASSIGNMENT													
	LESSEE													

LAND DESCRIPTION (IF DIVIDED DESCRIBE GULF'S SHARE, THEN BALANCE)

Unit is 704 acres as follows:

Tract 1: Sec. 69, Blk. 1, W&NW: Gulf's Lse (Mineral Fee) No. 3-01314-00 - 267 ac

Tract 2: E/117 ac of Sec. 70, Blk 1, W&NW: Forest Oil Corp. Lease - 117 ac

Tract 3: E/102 ac of Sec.67, Blk 1,W&NW: Getty & Tenneco - 102 ac

Tract 4: Sec. 68, Blk.1, W&NW: Gulf's Lease No.3-00446-00 - 218 ac

BASIC LEASE COVERS OTHER ACRESAGE		CO-OWNER NAME - ADDRESS (44)	CO-OWNER INTEREST (4)	CO-OWNER NET RENTAL (9)	BC (11)
SEQ. NO. (2)	OB CALL UP DATE (6)	BRIEF OBLIGATION EXPLANATION (44)			
5	01 00 00 00	Grayling Gas Unit Operating Agreement dated 1-26-76, Gulf, Operator. Pooling Agreement executed by Gulf 12-4-75, as to gas only below 6500 feet. Gulf Oil Corp. No. 1 Grayling Gas Unit spud 4-30-76 to test Ellenburger at approx. 21,500 feet, completed Fusselman gas well 10/14/76 This report replaces Report No. 5-9964 to change type and add cost.			

This report replaces Report No. 5-9964 to change type and add cost.

(SEE CONTINUATION SHEET)

(1)	(2)	(3) MO	(4) CKS	(5) LEASE DATE (6)	(7) BOOK (8) PAGE (9)	(10) COUNTY-PARISH (21)	(11) STATE (2)	(12) GROSS ACRES (10)	(13) RENTAL PRICE (1)	(14) MOS (2) MO (2) DAY (2)
		-			0052 0558	Loving	TX	-	-	-
(15) CR (2)	(16) SEQ (2)	(17) LAND DESCRIPTION IDENTIFICATION OWNERS SERVICE CHG. AND REPORT NO (5)					(18) GIN NO ON AMT. LINES (10)		(19) RENTAL AMOUNT (9)	

PRODUCING

IN RECYCLE

DATE: AUG 13 1986

LEASE DIGEST REPORT

SUS 95316-B (continuation)

DATE 01-21-77

REPORT NO. 5-1079

LEASE NO. 5-10883-00

CHANGE TYPE	RCN	SEQ NO	CO OWNER NAME - ADDRESS (44)	CO OWNER INTEREST (4)	CO OWNER NET RENTAL (9)	SC (11)
LINE NOS						
			OB CALL UP DATE (6)			
			BRIEF OBLIGATION EXPLANATION (44)			
			LAND DESCRIPTION IDENTIFICATION OWNERS, SERVICE CHG AND REPORT NO (51)			
			PAYEE'S NAME AND ADDRESS (37)			
					RENTAL AMOUNT (9)	

Participation

Change Type

- 0 New Line
- 1 Delete Line
- 2 Add New Line
- 3 Change or Replace Line

	Gross W. I.	Royalty	Net W. I.
Gulf Oil Corporation	.6889204	.1019176	.5870028
Forest Oil Corporation	.1661932	.0310612	.1350320
Getty Oil Company	.0724432	.0099432	.0625000
Tenneco Oil Company	.0724432	-0-	.0724432

Royalty is treated as 1/8

NUMBER IN

15 DIGITS REQUIRED

B. C. (Bill Code):

- 1 Gulf Net Rental
- 2 Bill this Co owner
- 3 This Co owner bills Gulf
- 4 Co owner with no bills involved
- 5 Gulf Net Rental payable by invoice
- 6 Other No Rent Due
- 7 Bill Outsider
- 8 Manual Check

IN RECYCLE

DATE: AUG 13 1986

CORRECTION

DAVEY - STATE

LEASE DIGEST REPORT
PAGE 116 (PAID)
CHANGE TYPE

RCN	9-9-75	DATE	1-21-77	REPORT NO.	5-9850	3-00446-00																			
LEASE NO. (8)	3-00446-00	OB. MO. (2)	09 0	SUB (1)	00	TAX (2)	042	STATE (2)	05 0	DIST. (2)	301	AREA (1)	300	BOOK (5)	113	MAP NO. (5)	00002	PROSPECT (5)	00	SEC. (2)	012M	RGE (4)	0000	D.C. (1)	1
EXP. DATE (5)-FORM (1)	00 00 00	NEXT RENTAL DUE MOS. (2) MO. (2) DAY (2) YR. (2)	12 09 05 69	LESSOR INTEREST (4)	1.000	GROSS ACRES (RD'D) (8)	218	GULF NET ACRES (RD'D) (8)	218	GULF INTEREST (4)	1.000	GULF NET RENTAL (9)	21.80	BC (1)	1										
GULF ORIG. COST (RD'D) (8)	5.00	ACQUIRED MO. (2) YR. (2)	09 61	ROYALTY (5)	1/8	PROD. AREA (3)		FACILITY CODE (5)																	
GULF NET ACRES (ACTUAL)	418.00	RENTAL PER ACRE	\$0.10	AFE NO.		CHECK DATE		CHECK NO.		REF. LEASE NO.															
LEASE EXPIRATION DATE IF OPTION		INSTRUMENT		GRANTOR ALL OTHERS		DATE OF INST.	09 05 61	FED. ST. OR DEP. NO.	M 53312																
		☒ OIL & GAS LEASE		M.A. Davey, Jr. et al, Ind. & Agent for State of Texas			09 18 61																		
		☒ ASSIGNMENT		Jack E. Blake																					
		☒ LESSEE																							
LAND DESCRIPTION (IF DIVIDED DESCRIBE GULF'S ACREAGE, THEN BALANCE)																									
All Section 68, Block 1, W & NW RR Co. Survey 218.00 acs																									
Gulf has an override of 3/32 of 8/8 in 40 acre tract around well 330' FNEL and 330' FNWL Sec. 68, covering zones from surface to 4500' beneath the surface; all deep rights under the farmout; and 100% of the 178 acres not subject to the farmout.																									
IN RECYCLE, DATE 4/30																									
BASIC LEASE COVERS OTHER ACREAGE																									
SEQ. NO. (2)	OB. CALL UP DATE (8)	CO-OWNER NAME - ADDRESS (44)	CO-OWNER INTEREST (4)	CO-OWNER NET RENTAL (9)	BC (1)																				
5 3 01	00 00 00	Committed to Grayling Gas Unit																							
5 2 02	00 00 00	No. 5/10883/00																							
5 2 03	00 00 00	Rental 10¢ P/A if drlg or prodg.																							
Note: By farmout assignment dated 3-30-64, Gulf conveyed Leonard (now Wilson Exploration Co.) all its interest in the lease from the surface to the base of the Delaware Sand, not to exceed 4500'. The lease reverted to Gulf except for 40 acres around the well No. 1. This lease pooled with other leases to form the 704 acre Grayling Gas Unit. Test well spud 4-30-76, completed Fusselman gas well on 10-14-76. Cost of \$5123 carried against Unit No. 5-10883-00.																									
This replaces Report No. 5-9850 to change type and delete cost.																									
DELETE CHECK DATA																									
NO. CKS. (2)	LEASE DATE (8)	BOOK (4) PAGE (4)	COUNTY-PARISH (21)	STATE (2)	GROSS ACRES (10)	RENTAL PERIOD MOS. (2) MO. (2) DAY (2)																			
01	09 05 61	0019 0412	Loving	TX	218.00	12 09 05																			
LAND DESCRIPTION IDENTIFICATION, OWNERS, SERVICE CHG. AND REPORT NO. (51)																									
PAYEE NAME, ADDRESS AND ZIP (37)																									
CK. (2)	SEQ. (2)	LAND DESCRIPTION IDENTIFICATION, OWNERS, SERVICE CHG. AND REPORT NO. (51)															GIN NO. ON AMT. LINES (10)	RENTAL AMOUNT (9)							
8	0101	Commissioner of General Land Office															0715480620	21.80							
8	0102	State of Texas, M 53312																							
8 3	0103	Report No. 5-9850																							
9	0101	Commissioner of the																21.80							
9	0102	General Land Office																							
9	0103	State of Texas																							
9 3	0104	Austin, TX 78701																							
PRODUCING																									

RENTAL 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85

RENTAL CARD

ELV:CA:LVV

PREPARED BY

(83)

MF# 53312

Div order

12-2-88

Lease

M.A. DAVEY, JR., ET AL - STATE OF TEXAS-M 53312 30044600090

No. 44009998

Lease Dated

Lease No.

Recorded in the Records of
County or Parish

State

VOLUME

PAGE

Acres Covered (More or Less)

09/05/1961

H

312542

LOVING

TX

0019

0412

218.0

Area

VERMEJO

L200070

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

TX 78701

Fr: 09/05/1989

To: 09/05/1990

RENTAL

Amount Due

89064084

2180

121

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

TOTAL AMOUNT

*****2180

85 M-53312
Rental Payment
8-14-89



Lease

DAVEY, M.A. JR., ET AL - STATE OF TEXAS-M 53312 30044600090

No. 44013852

Lease Dated

Lease No.

Recorded in the Records of
County or Parish

State

VOLUME

PAGE

Acres Covered (More or Less)

09/05/1961

H

312542

LOVING

TX

0019

0412

218.0

Area

VERMEJO

L606269

COMMISSIONER OF THE GENERAL

LAND OFFICE

LAND OFFICE BUILDING

AUSTIN

SOC SEC #

TX 78701

Fr: 09/05/1990

To: 09/05/1991

RENTAL

Amount Due

2180

Remittance Advice: Please Detach Before Depositing Check

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

TOTAL AMOUNT

90064117

*****2180

⑧6 M-53312
Rental Payment
8-21-90



5118900

BASE

DAVEY, M.A. JR., ET AL - STATE OF TEXAS-M 53312 30044600090

No. 44 023305

ase Date	Lease No.	Recorded in the Records of County or Parish	State	VOLUME	PAGE	Acres Covered (More or Less)
09/05/1961	H 312542	LOVING	TX	0019	0412	218.0

68

VERMEJO

L606269

COMMISSIONER OF THE GENERAL
LAND OFFICE

LAND OFFICE BUILDING
AUSTIN
SOC SEC # [REDACTED]

TX 78701

Fr: 09/05/1991
To: 09/05/1992

RENTAL

Amount Due

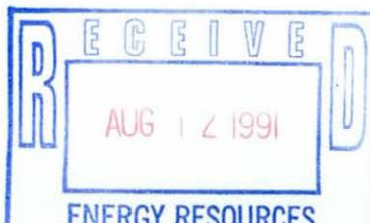
2180

91063443

121

Remittance Advice: Please Detach Before Depositing Check

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



TOTAL AMOUNT

*****2180

87 M-53312
Rental Payment
8-10-91



BASE

DAVEY, M.A. JR., ET AL - STATE OF TEXAS-M 53312 30044600090

No. 44 031332

Base Date	Lease No.	Recorded in the Records of County or Parish	State	VOLUME	PAGE	Acres Covered (More or Less)
09/05/1961	H 312542	LOVING	TX	0019	0412	218.00

22

VERMEJO

L606269

COMMISSIONER OF THE GENERAL
LAND OFFICELAND OFFICE BUILDING
AUSTIN
SOC SEC # [REDACTED]Fr:
To:09/05/1992
09/05/1993

RENTAL

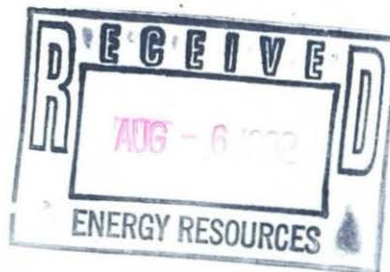
Amount Due

2180

TX 78701

92063736

*****2180



TOTAL AMOUNT

Remittance Advice: Please Detach Before Depositing Check

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

*solid
to file*

12/1

~~92063736~~

88 M-53312
Rental Payment
8-6-92



CHECK NO.

001524

121

AGREEMENT NO.

AGREEMENT DATE

COMPANY

DISTRICT

CHECK AMOUNT

1040260-00

09/05/1961

020

035

*****21.80

X

DETAILED INFORMATION ENCLOSED

M-53312

93074107

PLEASE SIGN, DETACH AND RETURN IN ENVELOPE PROVIDED

DATE RECEIVED

Name of Government Agency

TITLE

Signature

⑧9 M-53312
Lental Payment
8-17-93

PS&100

030

050

1001100100

00-0050



✓ SCOTT, DOUGLASS, LUTON & MCCUNNICO, L.L.P.
AUSTIN, TEXAS 78701

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

24377

CODE	DATE OR NUMBER	EXPLANATION	AMOUNT PAID
1.66022	2-10-97	Filing fee on Release of Oil & Gas Lease from Pennzoil E&P Co.	\$25.00
dlr		170	97028412

LAW OFFICES
SCOTT, DOUGLASS, LUTON
& McCONNICO, L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ONE AMERICAN CENTER
600 CONGRESS AVENUE, 15TH FLOOR
AUSTIN, TEXAS 78701-3234
TELEPHONE (512) 495-6300
TELECOPIER (512) 474-0731

†BOARD CERTIFIED-CIVIL TRIAL LAW
*BOARD CERTIFIED-PERSONAL INJURY TRIAL LAW
*BOARD CERTIFIED-OIL, GAS & MINERAL LAW
*BOARD CERTIFIED-ADMINISTRATIVE LAW
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WALLACE H. SCOTT, JR.
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QUENTIN (DOUG) SIGEL
JOHN G. SOULE*
JULIE A. SPRINGER
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H. PHILIP WHITWORTH, JR.*
SARA M. WILDER
STEVEN J. WINGARD
RUSSELL D. WORKMAN
FRANK P. YOUNGBLOOD

OF COUNSEL:
BOB BULLOCK
MARTIN L. ALLDAY*

HOUSTON OFFICE:
700 LOUISIANA STREET, SUITE 4000
HOUSTON, TEXAS 77002-2758
TELEPHONE (713) 225-8400
TELECOPIER (713) 225-8488

DALLAS OFFICE:
4350 BELTWAY DRIVE
DALLAS, TEXAS 75244-3110
TELEPHONE (214) 458-8846
TELECOPIER (214) 458-8266

WRITER'S DIRECT DIAL NUMBER:

February 10, 1997

In Re:

Release of Relinquishment Act Oil & Gas Lease dated September 5, 1961,
from M.A. Davey, Jr., et al., to Jack E. Blake Covering Section 68, Block
1, W & NW RR Co. Survey, Loving County, Texas

Mr. Drew Reid
General Land Office
1700 North Congress Avenue
Austin, Texas 78701

VIA HAND DELIVERY

New Lease M-96194

Dear Drew:

In accordance with our previous discussions, you will find enclosed a certified copy of the Release of Oil & Gas Lease that has been executed by Pennzoil Exploration & Production Company effective as of June 30, 1994. This instrument confirms that the old lease, which I believe was assigned State Lease No. M-53312, covering the acreage in question terminated for failure to produce in paying quantities prior to June 30, 1994. I also enclose our firm's check in the amount of \$25.00 as payment for the appropriate filing fee.

I would appreciate your filing this release in the appropriate records of the General Land Office and informing me of the necessary filing fee. Thank you for your cooperation.

Very truly yours,

Philip Whitworth

Philip Whitworth, Attorney
for Forest Oil Corporation

PW:bs

143759

RECEIVED
97 FEB 11 PM 3:22
ENERGY RESOURCES

64R (9)
AN-53312
2.10.97

2000

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Pennzoil Exploration and Production Company, successor in interest to Pennzoil Petroleum Company, P.O. Box 2967, Houston, TX 77252-2967 ("Releasor") is the successor to the lessee under that certain oil and gas lease dated September 5, 1961 by and between the State of Texas, acting by and through its agents M.A. Davey, Jr., et al, as lessors, and Jack E. Blake, as lessee, and recorded in Volume 19, Page 412 of the Deed Records of Loving County, Texas (the "Lease"); and

WHEREAS, the Forest Oil Corporation Grayling Well (the "Well"), which is the only well drilled on the Lease, ceased producing in paying quantities prior to June 30, 1994, and;

WHEREAS, by virtue of the above described circumstances the Lease terminated by its own terms prior to June 30, 1994;

NOW THEREFORE, Releasor does hereby release, remise and relinquish unto the State of Texas as of June 30, 1994 all of Releasor's right, title and interest in and to the Lease and ratifications thereof, if any, insofar and only insofar as said Lease and other related instruments, if any, cover and include the following described property:

All of Section 68, Block 1,
W & NW RR Company Survey,
Loving County, Texas

RECEIVED

04 APR 22 PM 3:02

Executed this 28th day of January, 1997 but effective as of June 30, 1994.

RELEASOR:

PENNZOIL EXPLORATION AND
PRODUCTION COMPANY

By: [Signature]
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

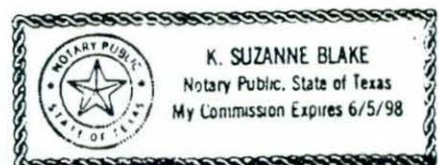
This instrument was acknowledged before me on January 28, 1997 by D. C. Moon of Pennzoil Exploration and Production Company, a Delaware corporation, on behalf of said corporation.



A Certified Copy
If it bears the seal & signature of
the District Clerk Imprinted in purple
ink. Attest: FEB 5 1997
Suzanne Chandler District Clerk

K. Suzanne Blake
Notary Public, State of Texas

My Commission Expires: 6-5-98



FILED FOR RECORD

FILED 02/04/1997
Lenell Chandler
COUNTY CLERK, LOVING COUNTY, TEXAS

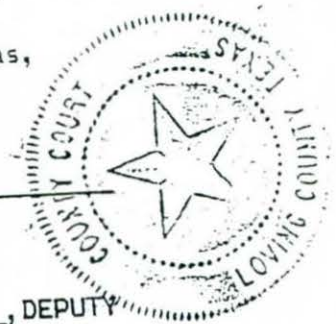
BY _____ DEPUTY

FILE NO: 136

GRANTOR: PENNZOIL EXPLOR&PROD.CO.
GRANTEE: TEXAS, STATE

I, LENELL CHANDLER, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated 01/28/1997 with its certification of authentication, was filed for record in my office 02/04/1997 at 10:00 A.M. o'clock and recorded 02/04/1997 at 2:00 P.M. in the RELEASE Records of Loving County, Texas, in VOL 10, PG: 276. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.

Lenell Chandler
LENELL CHANDLER, COUNTY CLERK
LOVING COUNTY, TEXAS



FEE: 9.00



A Certified Copy
If it bears the seal & signature of
the District Clerk Imprinted in purple
Ink. Attest: FEB 5 1997
Lenell Chandler District Clerk

E 503 - Certificate of True Copy of Papers Recorded - Class 1

Walraven - Dallas

THE STATE OF TEXAS, }

County of LOVING

I, SUSAN GAHR Clerk

of the COUNTY Court of LOVING County, Texas, do hereby certify that

the foregoing is a true and correct copy of the original RECORDED RELEASE OF OIL AND GAS LEASE.

PENZOIL EXPLORATION AND PRODUCTION COMPANY TO THE STATE OF TEXAS. FILED

FOR RECORD FEB. 4, 1997.

as the same appears of record in my office in book 10 page 276

GIVEN UNDER MY HAND and the seal of said Court, at office in MENTONE, TEXAS

this 5th. day of FEB. 19 97

LENELL CHANDLER

By Susan Gahr Deputy



#91

RELEASE

1-28-97

~~JA~~

M-53312

RECEIVED
04 APR -7 AM 9:41
April 1, 2004
ENERGY RESOURCES

Attn: Mike May, Accounts Examiner
TEXAS GENERAL LAND OFFICE
Energy Resources Division
P.O. Box 12873
Austin, Texas 78711

RE: Notice of underpayment on State Lease 96194

Dear Mr. May:

Per your letter of February 12, 2004, I enclose herein Certificate No. 7782, prepared by Western Abstract & Title Co. covering the North 40 acres in Section 68, Block 1, W & N W RR Company Survey, Loving County, Texas on which is located No. 1 Davey-State Well.

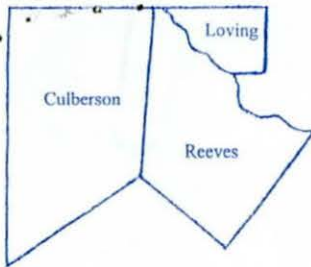
As shown on the certificate, this 40 acre lease is no part of the Lease 96194 which is referred to in your letter. The royalty is according to the lease recorded in Volume 19, Page 412, Oil & Gas Records, Loving County, Texas.

Thank you for making the property notation in your records.

Sincerely,



Mark Allen Bragg dba M.A.B. PROPERTIES



WESTERN ABSTRACT AND TITLE COMPANY

321 S. OAK ST.
PHONE 432-445-2463

BOX 989
FAX 432-445-2464

PECOS, TEXAS 79772

C E R T I F I C A T E

NO. 7782

THE STATE OF TEXAS
COUNTY OF LOVING

WE, the WESTERN ABSTRACT & TITLE CO. of Pecos, Texas, a corporation duly incorporated and doing business under the laws of the State of Texas, do hereby certify that we have made a thorough and complete search of the records in the office of the Clerk of the County and District Office of Loving County, Texas

and find

ALL INTEREST IN THE LEASEHOLD INTEREST IN AND TO

That certain 40 acre square in the North corner of Section 68, Block 1, W & N W RR Company Survey, Loving County, Texas from the surface to the base of the Delaware Sand Formation, not to exceed 4,500 feet beneath the surface, assigned to Wilson Exploration Company's No. 1 Davey-State Well, a portion of Oil and Gas Lease from M. A. Davey, Jr. et al to Jack E. Blake, recorded Volume 19, Page 412, Oil and Gas Records of Loving County, Texas

is vested in

MARK ALLAN BRAGG dba M.A.B. PROPERTIES, of Pecos, Texas

SUBJECT TO

Terms, conditions and reservations contained in Oil and Gas Lease from M. A. Davey, Jr. et al, Individually and Agent of the State of Texas to Jack E. Blake, dated September 5, 1961, recorded Volume 19, Page 412, Oil & Gas Records, Loving County, Texas providing for royalty of 1/8, with 1/16th to State of Texas and 1/16 to owner of Soil; Terms and reservations in Assignment of Oil and Gas lease and Farmout from Gulf Oil Corporation to James A. Leonard dated March 10, 1964 recorded Volume 25, Page 251, Oil & Gas Records, Loving County, Texas providing reservations of 3/32 of 8/8 on oil and gas produced and saved to Assignor;

Terms, and conditions of Amendment to Assignment of Oil & Gas Lease and Farmout from Gulf Oil Corporation to Gred Goodstein et al dated September 17, 1964, recorded Volume 25, Page 259, providing for each oil or gas well drilled and producing to hold a 40 acre tract for each well;

(continued)

Certificate No. 7782

Page 2

Terms and conditions of that certain assignment of oil & gas Lease from Piper Petroleum Co., Wilson Exploration Co. and John H. Wilson to Mark Allan Bragg dba M.A.B. Properties dated January 18, 1988, recorded Volume 83, Page 115, Oil & Gas Records, Loving County, Texas.

Our search further reveals there is of record Patent from State of Texas to M. A. Davey, dated April 7, 1949, recorded Volume 19, Page 610, Deed Records of Loving County, Texas wherein all minerals are reserved unto the State of Texas and shows Section 68 to contain 218 acres of land;

Our search further reveals that a release filed for record from Pennzoil Exploration and Production to State of Texas dated January 29, 1997, recorded Volume 10, Page 276, Release Records, Loving County released that portion held by them on which a non-producing well called "Forest Oil Corporation Grayling Well" (the "Well" was drilled and did not affect the 40 acre tract described herein. The well described herein has been in continuous production since 1965.

This certificate is prepared for and shall inure to the benefit of MARK ALLAN BRAGG dba M.A.B. PROPERTIES of Pecos, Texas.

Witness our signature and seal at our office in Pecos, Texas this 31st day of March, 2004 BUT CERTIFYING ONLY TO THE 20th day of March, 2004 at 5:00 o'clock P. M. of said day.

WESTERN ABSTRACT & TITLE CO.



J. M. Carpenter, Abstracter

Searcher; RC



98

File No. 53315-

Topic Opinion

Date Filed: 11.17.49

Jerry E. Patterson, Commissioner

By _____

[Faint signature]

403

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TEXAS GENERAL LAND OFFICE

P O BOX 12873

AUSTIN TX 78711-2873

ATTN: CARL BONN, Energy Resources
03111

RECEIVED
NOV 01 2007
GENERAL LAND OFFICE

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

1. Article Addressed to:

Claude-Magee
Box 953
Midland, TX 79702

Carl Bonn MF053312

2. Article Number

(Transfer from service label)

7005 1820 0003 1756 5565

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Mark Erschler

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below.

☐ Agent☐ Addressee☐ Yes☒ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7005 1820 0003 1756 5565

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

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City, State, ZIP+4	

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PS Form 3800, June 2002 (Reverse)

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

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

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 24, 2007

VIA CRRR#7005 1820 0003 1756 5565

Claude-Magee Co.
Box 953
Midland, TX 79702

RE: Termination of State Lease MF053312
Lease: (08-18890) Davee-State #1
Loving County

Gentlemen:

Based on the information reviewed, it appears that the above-referenced lease may have terminated June 1, 2007 due to non-production. The lease has not been held by timely paid shut-in payments and there is no documentation in this office of any reworking operations. As a result, this lease has terminated under the terms and conditions of the lease and laws of the state as further defined in Title 31 of the Texas Administrative Code ("TAC"). Pursuant to the TAC, a recorded original or certified copy of a Release of the State Oil and Gas Lease must be filed with our office.

If the wells are plugged, copies of Railroad Commission Form W-3 must be filed with our office. Our Audit Division will notify you shortly if delinquent royalties are due.

In accordance with the provisions of the TAC, if you disagree with this assessment please provide evidence to this office at the address shown below within 30 days of receipt of this letter. Failure to reply or failure to present sufficient evidence of the continuation of the lease will result in the mineral file being endorsed as terminated. You will receive no further communication from this office prior to endorsement.

11-13-07
Still Prod &
Mike Bragg, Apr to
Amend RRC Records

carl.bonn@glo.state.tx.us

Sincerely,

Carl F. Bonn, CPL
Mineral Leasing
Direct Number (512) 463-5407
Fax Number (512) 475-1543

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

(93)

File No. MF0533/2

Transcript

Date Filed: 11-13-01

Jerry E. Patterson, Commissioner

By Carl Barr

Texas General Land Office

Jerry Patterson, Commissioner

Inspection Report

Inspector Tim Miller

Date 3/26/2012

Mineral File # MF053312

Inspection Type Routine

County LOVING LandType 07 RRC Dist 08 Unit # 2613

Lease Name Davey State Field Name Wheat Black Lime Delaware

Operator Name Claude Maggie Superintendent Mark Bragg Pumper Mark Bragg

Phone Numbers Main # (432) 447-9330 Field # (432) 445-2263 Home # Cell # (432) 447-6929

Total wells 1 Present during inspection no

Well Information

RRC #	Well #	API #	Latitude	Longitude	Well Type	Well Status	Status Remarks
18890	1	42-301-10094	31°40'19.5	103°33'47.81	PO	P	

Prod commingling? None Permit # R3 # Comm Remarks

Gas Production 0 Gas Gravity n/a Gas Allocation n/a Gas Info Source Mark Bragg

Gas Dispositions: Lease fuel ☐ Trans line ☐ Proc plant ☐ Vent/Flared ☐ Gas lift ☐ Other gas ☐

Gas Purchaser n/a Transporter n/a Gas Plant

Flaring/Venting No Explain

H2S Present? No PPM

Gas Meter Information

Description	Station #	Meter type	Run	Plate	Press	Diff	F/b	D Range	P Range	Dig Rate	Gas Flow Rate
n/a			0.000	0.000	0.0	0.0	0	0	0		0

Calibration Frequency By Whom? Meter Operational? Yes Meter Comments

Oil/Condensate Production 0.5 Oil Gravity +38.0 Oil Allocation Tank Gauge

Oil Info Source Mark Bragg Oil Purchaser Plains Marketing LP

Oil Meter type Calibration Frequency By Whom?

Oil Dispositions: Pipeline ☐ Truck ☒ Tank car or barge ☐ Other oil ☐

Water Production 0 Water Info Source Mark Bragg

Water disposed OFF lease? No Explain Disposal

Obvious RRC violations No Explain violations RRC Statewide Rule #

Notified RRC? No Formal complaint filed? No Complaint Date

Wells within 1000' ? No Explain wells

Equipment Information

Fuel Use

Special Inspection By? Associated MF#s 096194 Visio Drawing MF053312.0612

Photographs Pic---053312A,B.0709

Comments Directions: Mentone after café turn south on CR-200 go about 2.3 miles turn west then left then first left to lease.

94

File No. MF 053312
Inspection Report

Date Filed: 3-26-12
Jerry Patterson, Commissioner

By C. Dunn

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(Endorsement Required)

Total Postage & Fees

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City, State, ZIP+4

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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IMPORTANT: Save this receipt and present it when making an inquiry.

SENDER: COMPLETE THIS SECTION

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- 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:

Claude-Maggie Company
P.O. Box 953
Midland, TX 79702-0953

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Mary Eschberger

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Mary Eschberger

C. Date of Delivery

11-7-14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

V. J. Dan

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7011 1150 0001 2419 4605

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TX 78701
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21510

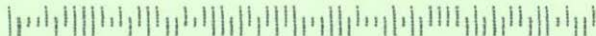


Texas General Land Office

Jerry Patterson, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873



TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

October 20, 2014

FILE COPY

Claude-Maggie Company
Post Office Box 953
Midland, Texas 79702-0953

Via Certified Mail
Return Receipt Requested

Attn: Compliance

Re: Delinquent Invoices; Royalty, Penalty, and/or Interest due under State
mineral lease MF 053312

Dear Sir or Madam:

This letter is notice that an outstanding amount is owed to the Texas General Land Office (GLO) by your company, Claude-Maggie Company. If payment is not received within 30 days from the date of this letter, the GLO will take action to enforce the State's claim by: (i) reporting your company's debt to the Texas Comptroller's Office so that any warrants otherwise due your company from the State will be held and the amounts paid to the GLO under §403.055 of the Texas Government Code; (ii) forfeiting your leases under §§52.029 and 52.176 of the Texas Natural Resources Code; and (iii) reporting your company to the Office of the Attorney General for further enforcement action.

Before any action is taken, Claude-Maggie Company has the right to an opportunity for an evidentiary hearing. A request for a hearing must be in writing and sent to:

Texas General Land Office
Attention: Marylee McKnight
P.O. Box 12873
Austin, TX 78711-2873

If a hearing is requested, Claude-Maggie Company must substantiate its defenses to the asserted claims. The debt will be reported to the Comptroller's Office unless payment is made or a request for a hearing is sent in writing to the GLO by November 14, 2014.

Additionally, the subject leases will be forfeited on November 14, 2014 unless Claude-Maggie Company presents convincing evidence within that time to the GLO that your leases should not be forfeited.

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

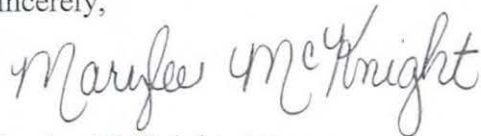
www.glo.state.tx.us

Our preference would be for your company to pay the amounts reflected on the attached list of invoices promptly so that we may close this file without further enforcement action. **If you have any questions regarding the amounts reflected on the attached list of delinquent invoices, please promptly contact Donna Keel of the GLO's Financial Management Division at (512) 463-8072.**

Please note that the GLO's records for the referenced leases do not indicate that the GLO has been notified that your company is a debtor in bankruptcy or has previously been a debtor and received a discharge in bankruptcy. If, however, your company is a debtor in bankruptcy or previously received a discharge in bankruptcy, please immediately notify the GLO of such bankruptcy proceeding by providing the case number and bankruptcy court where this case is/was pending, as well as the relevant date when the bankruptcy stay went into effect. Please be advised that the GLO fully respects the bankruptcy laws pertaining to the collection of debts, so if your company is in bankruptcy or has received a discharge in bankruptcy, please treat this letter as informational only with regard to any debts owed to the GLO and not as a demand for payment.

Thank you in advance for your prompt attention to this important matter.

Sincerely,

A handwritten signature in cursive script that reads "Marylee McKnight". The signature is written in dark ink and is positioned above the printed name and title.

Marylee McKnight, Attorney
Legal Services Division, Energy Section

cc: Donna Keel, Financial Management Division
Robert Hatter, Energy Division

Delinquent Invoices Pre FY12 - FY14

Voluntary Royalty, Limited Reviews, Reconciliations, Due vs Paid, Late Report and Late Payment Invoices

Customer Name	Customer ID	Transaction Class	Invoice Number	Doc Date	Due Date	Lease Number	Current	1-60 Days Past Due	61-120 Days Past Due	121-365 Days Past Due	1-3 Years Past Due	Older	Description (AE Name)
CLAUDE-MAGGIE CO	C000025490	Late Incorrect	14L02789	\$41,754.00	\$41,784.00	MF053312	\$0.00	\$0.00	\$0.00	\$6,300.00	\$0.00	\$0.00	N - 4XxfqQ - 149149
							\$0.00	\$0.00	\$0.00	\$6,300.00	\$0.00	\$0.00	\$6,300.00

FM Aged Receivables

Doc Date Between: 1/1/2001 And 10/24/2014

Aging Date: 10/24/2014

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File No. MF 053312

Loving County

FY 14 - Demand Letter

Date Filed: 6/10/15

George P. Bush, Commissioner

By Nayda Ramirez