MF074151

#8614

State Lease	Control	Base File	County
MF074151	31-000149		BURLESON

Survey	A & M UNIVERSITY		
Block			
Block Name			
Township			
Section/Tract			
Land Part			
Part Description			
Acres	3112.06		
Depth Below	0	Depth Above	0
Depth Other	See Lease		
Name	SKELLY OIL CO		
Lease Date	1/25/1977		
Primary Term	3 yrs		
Bonus ($)	$430,928.10		
Rental ($)	$1.00		
Lease Royalty	0.2000		

*Leasing:*_____

*Analyst:*_____

*Maps:*_____

*GIS:*_____



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

PART 1 OF 2

F274825
SKELLY OIL CO
-M-
F
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7
4
1
5
1

Winnie Unit #1457 mact eff 2-1-01

See Supplement #1

Texas A&M University Lease M-74151

COUNTY: Burleson
TRACT : John P. Coles Survey
PART :
ACRES : 3,192.06

LESSEE : Skelly Oil Company
DATE : January 25, 1977
TERM : 3years
BONUS : $430,928.10
RENTAL:
FILE :

Texas A&M University Lease M-74151

Supplement #1

COUNTY: Burleson
TRACT : John P. Coles Survey
PART :
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LESSEE : Skelly Oil Company
DATE : January 25, 1977
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(over)

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orded: Oil & Gas Rec., Vol. 20, Pages 52-60, Burleson Co., Tx.
1-26-77

OIL, GAS, AND SULPHUR LEASE

This agreement made and entered into this 25th day of January, 1977, by and between the State of Texas, acting by and through the Board of Regents of The Texas A&M University System (hereinafter called "Board"), designated as Lessor, under authority of and by virtue of the provisions of Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code and Skelly Oil Company designated as Lessee.

WITNESSETH:

1. Lessor, in consideration of Four Hundred Thirty Thousand, Nine Hundred Twenty Eight and 10/100 Dollars ($430,928.10) in hand paid, of the royalties herein provided, and of the conditions and agreements of Lessee herein contained, does hereby grant, lease, and let unto Lessee, for the sole purpose of prospecting, drilling and mining for, and producing oil, gas and sulphur, the following described land in Burleson County, Texas which land was acquired by the State of Texas for the use of The Texas A&M University System and its divisions:

All that certain tract or parcel of land being leased hereby as a single parcel containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson, County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

(i) Warranty Deed from J. S. Mooring, et al, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated April 5, 1944, of record in Vol. 92, Pp. 34-36, of the Deed Records of Burleson County, Texas, conveying said 2,776.36 acres; (ii) Warranty Deed from J. Earl Porter, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated June 21, 1944, of record in Vol. 93, Page 1, of the Deed Records of Burleson County, Texas, conveying 219.50 acres; (iii) Warranty Deed from George C. Chance, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated December 15, 1944, of record in Vol. 92, Page 587, of the Deed Records of Burleson County, Texas, conveying 196.20 acres;

to which all such deeds and their record, reference is hereby made in aid of description.

For the purpose of calculating the rental payments provided for herein, the land included within the terms of this lease is estimated to comprise 3192.06 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, the exploratory term of this lease shall be for a term of three years from the date hereof and said lease shall terminate at the expiration of its exploratory term unless oil, gas or sulphur is being produced in paying quantities from the premises; in which event, said lease shall continue in force and effect as long as oil, gas or sulphur is being so produced; provided, however, that if oil, gas, or sulphur is not being produced in paying quantities and the Board finds that Lessee has proceeded with diligence to protect the interest of the State and that there is likelihood of oil, gas, and/or sulphur being discovered on said land, the Board may by unanimous vote of its members extend such lease for a period of not more than three years. No extension shall be made by the Board until the last thirty (30) days of the

Rec. 1-26-77: Vol. 20 Pages 52-60 O&G Rec. Burleso.

term of this lease and in the event an extension is granted by the Board, the Lessee agrees to continue to pay yearly rental in the same amount and manner as provided in the three-year term of this lease and the Board may require such additional terms as it may see fit and proper to demand.

3. Lessee agrees to pay or cause to be paid, during the term hereof, the following royalties:

(a) On oil, one-fifth (1/5) of the value of the gross production of oil from the leased premises, such value to be the highest posted price, plus premium, if any, offered or paid for oil of like grade and gravity in the general area, or at Lessor's election, one-fifth (1/5) of the gross production of oil from the leased premises, delivered to Lessor's credit, free of cost, into pipe lines to which wells may be connected, or into a central gathering point on the leased premises.

(b) On gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises, or used in the manufacture of gasoline or other product therefrom, by Lessee, the market value at the well of one-fifth (1/5) of the gas so sold or used, provided that on gas sold at wells the royalty shall be one-fifth (1/5) of the amount realized from such sales; where gas from a well producing gas only is not sold or used, Lessee shall pay as royalty Five Hundred Dollars ($500.00) per well per year, or the annual rental payment, whichever is the greater on the anniversary date hereof next ensuing after sixty (60) days after the date said well or wells are shut in; and if such payment is made or tendered, this lease shall not terminate and it shall be considered that gas is being produced from this lease in paying quantities. Notwithstanding anything herein to the contrary it is agreed that this lease may not be maintained in force solely by payment of shut-in gas well royalties under paragraph 3 hereof, whether $500.00 per well or annual rental payment, for more than three years from the date of the shut-in of the well or wells. At Lessor's election, Lessee will deliver to Lessor one-fifth (1/5) of the gross production of gas from the leased premises, to Lessor's credit, free of cost, into pipe lines to which wells may be connected, or into a central gathering point on the leased premises.

(c) On sulphur, one-fifth (1/5) of the value of the gross production thereof from the leased premises, such value to be the highest price offered or paid therefor in the general area, or the price received by Lessee, whichever is the greater or Two Dollars ($2.00) per long ton, whichever is the greater.

4. All royalties shall be paid to the Commissioner of the General Land Office at Austin, Texas, on or before the 20th day of each month, next following the month in which the oil, gas and sulphur may be produced during the life of this lease and shall be accompanied by a sworn statement of

the owner, manager, or other authorized agent, showing the gross amount of oil, gas and sulphur produced since the last report, and the amount of oil, gas and sulphur produced and sold off the premises, and the market value of the oil, gas and sulphur, together with a copy of all daily gauges of tanks, vats, gas meter readings, pipeline receipts, gas line receipts, and other checks and memoranda of the amounts produced and put into pipelines, tanks, vats or pools, and gas lines or gas storage.

5. One year from the date of this lease, the Lessee shall pay to the Commissioner of the General Land Office, Austin, Texas, an annual payment of One Dollar ($1.00) per acre. On the same date of each subsequent year during the exploratory term of this lease Lessee shall make like payments of One Dollar ($1.00) per acre. When royalties paid during any year of this lease equal or exceed such annual payment, no annual payment shall be due the following year. If during the exploratory term of this lease, the Lessee shall be engaged in actual drilling operations for the discovery of oil, gas and/or sulphur, on the above described land on the anniversary date hereof, no rentals shall be payable as to the tract on which such operations are being conducted so long as such operations are proceeding in good faith, and in the event oil, gas and/or sulphur are discovered in paying quantities on any tract of land covered by this lease as a result of such operations, then this lease as to such tract shall remain in force so long as oil, gas and/or sulphur is produced in paying quantities from such tract.

6. In the event production of oil, or gas on the leased premises after once obtained shall cease for any cause after the expiration of the primary terms, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, and such lease shall remain in full force and effect so long as such operations continue in good faith and in a workmanlike manner, without interruptions, totaling more than ninety (90) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, this lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities or payment of shut in gas well royalties is made in accordance with Paragraph 3(b) hereof.

7. This lease contemplates the full prospecting and developing for oil, gas and/or sulphur of the land hereby leased, including the putting down of as many wells as a reasonably prudent operator would do under the same or similar circumstances. The Lessee shall adequately protect the oil and gas under the above described land from drainage to adjacent lands or leases. Neither the bonus, annual payments, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed.

8. In drilling wells, all water-bearing strata shall be noted by Lessee in the log, and the Lessor reserves the right to require that all or any part of the casing shall be left in any non-productive well when Lessor deems it necessary or desirable to preserve or maintain said well or wells for water.

9. Lessee shall file at the General Land Office, for the Board of Regents of The Texas A&M University System, the logs of all wells drilled upon the above described premises, within thirty (30) days after completion in the case of producing wells, and within thirty (30) days after abandonment in the case of dry holes. Whenever the Lessee commences the drilling of any well or wells upon the above described premises, written notice thereof shall be filed at the General Land Office, for the Board of Regents of The Texas A&M University System, accompanied by a plat of said premises showing the location of such well or wells.

10. The books and accounts, receipts, and discharges of all wells, vats, tanks, pools, meters, pipe lines, and all contracts and other records pertaining to the production, transportation, sale, and marketing of the oil, gas and/or sulphur produced on said premises shall at all times be subject to inspection and examination by any Member of the Board of Regents of The Texas A&M University System, or any duly authorized representative of said Board.

11. In all cases the authority of a manager or agent to act for the Lessee herein must be filed at the General Land Office for the Board. And the Lessee herein agrees, insofar as possible, to supply said Board with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, that such Board may request, in addition to those herein expressly provided for.

12. The drilling or mining for oil, gas and/or sulphur within less than three hundred (300) feet of any building or research area situated on the above described premises is prohibited, unless the written consent of the Board is first obtained. Operations for oil, gas and sulphur shall not in any way interfere with the use of the above described land as an experimental station or for research and demonstration of agricultural and forestry techniques; such operations shall be so carried out so as to avoid the need for abandonment of said property or its use for agricultural or forestry research and demonstration and Lessee shall drill and carry on his operations in such manner as not to cause the abandonment of said property for such purposes. The above described premises shall be subject to use by the State of Texas for all experimental purposes and for agricultural and forestry research and demonstration purposes and it is understood that said Board shall in its discretion continue to operate any agricultural experimental station or State forest now situated on the above described premises.

13. Subject to the provisions of paragraph 12 above, Lessee is hereby authorized to lay such pipe lines and telephone lines and to open such roads as may be reasonably necessary for and incident to the purpose of this lease and of said Act under which this lease is made; provided, however, that Lessee shall first give the Board ten days' written notice of the proposed location of any such lines or roads and shall comply with any and all reasonable demands of the Board for changes in such proposed locations in order to minimize interference with use of the surface for experimental farm, State forest, or other purposes.

14. Lessee hereby agrees to pay Lessor for all damage to crops, timber, and productivity of the soil resulting from Lessee's operations hereunder; and Lessee further hereby agrees to indemnify and hold Lessor harmless for any and all damages to third persons and the property of third persons resulting from such operations.

15. If Lessee shall fail or refuse to make the payment of any sum due by the provisions of this lease, either as annual payment or royalty on the production, within thirty (30) days after the same shall become due, or if the Lessee or his authorized agent should make any false report or false return concerning production, royalty, or drilling or mining, or if Lessee shall fail or refuse to drill any offset well or wells in good faith, as required herein, or if the Lessee or his agent should refuse the proper authority access to the records and other data pertaining to the operations under the aforesaid Act, or if the Lessee, or his authorized agent should fail or refuse to furnish the cuttings or cores of any well upon demand, or fail or refuse to furnish the log of any well within thirty (30) days after production is found in paying quantities therein or the well is abandoned, or if any of the material terms of this lease shall be violated, this lease shall be subject to forfeiture by the Board by an order entered upon the minutes of the Board reciting the facts constituting the default, and declaring the forfeiture. The Board may, if it so determines, have suit instituted for forfeiture through the Attorney General of the State. Upon proper showing by the Lessee, within thirty (30) days after the declaration of forfeiture, this lease may, at the discretion of the Board and upon such terms as it may prescribe, be reinstated. In case of violations by the Lessee of the provisions of this lease, the remedy of the State by forfeiture shall not be the exclusive remedy, but a suit for damages or specific performance, or both may be instituted.

16. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so

prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in 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 conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

17. The State shall have a first lien upon all oil, gas and sulphur produced from the above premises, and upon all rigs, tanks, vats, pipe lines, telephone lines, and machinery and appliances used in the production and handling of production thereon, to secure any amount due from the Lessee herein.

18. If this lease shall terminate or be forfeited for any cause, the Lessee shall in no event be permitted to remove the casing or any part of the equipment of any producing wells located upon the premises.

19. It is expressly agreed and understood that Lessee shall not use the herein leased premises for underground storage of natural gas, crude petroleum or other hydrocarbons without the express advance written consent of Lessor.

20. The rights acquired under this lease may be assigned only with the consent of the Lessor. Assignments shall be filed in the General Land Office within one hundred (100) days after the date of the first acknowledgment thereof, accompanied by ten cents per acre for each acre assigned, and if not so filed and payment made, the assignment shall not be effective.

21. All rights to any whole tract and to any assigned portion thereof may be relinquished to the State at any time by having an instrument of relinquishment recorded in the county or counties in which the area may be situated and filed with Chairman of the Board, accompanied by $1.00 for each area assigned, but such assignment or relinquishment shall not relieve the owner of any past due obligations theretofore accrued thereon nor impair the Lessor's lien herein provided for.

22. The covenants, conditions, and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the Lessee herein.

23. This agreement is subject to the provisions of Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code, and all amendments thereof whether heretofore or hereafter enacted, and subject to all valid rules, regulations, and orders of any duly constituted State or Federal regulatory agency having jurisdiction hereof.

24. This agreement is subject to the provisions of Senate Bill No. 3, Acts of the 64th Legislature, Regular Session, 1975, Section 1 of which requires the following to be included in this lease form:

"From and after the effective date of this Act, it shall be unlawful for any one of the persons, agencies, or entities set forth in Section 2 of this Act to execute an oil, gas, and mineral lease on any lands on which they are otherwise authorized and empowered by law to execute such a lease unless such lease shall include the following terms and conditions:

None of the natural gas or casinghead gas, including both associated and nonassociated gas, produced from the mineral estate subject to this lease shall be sold or contracted for sale to any person, corporation, or other entity for ultimate use outside of the State of Texas unless and until the Railroad Commission of Texas shall find, after notice and hearing pursuant to Title 102 of the Revised Civil Statutes of Texas, 1925, as amended, that:

(a) the person, agency, or entity which executed the lease in question does not require said natural gas or casinghead to meet its own existing needs for fuel;

(b) no private or public hospital, nursing home, or other similar health-care facility in this state requires said natural gas or casinghead gas to meet its existing needs for fuel;

(c) no public or private school in this state, of elementary, secondary, or higher education level, requires said natural gas or casinghead gas to meet its existing needs for fuel;

(d) no facility of the State of Texas or of any county, municipality, or other political subdivision in this state requires said natural gas or casinghead gas to meet its existing needs for fuel;

(e) no producer of food and fiber requires said natural gas or casinghead gas necessary to meet the existing needs of irrigation pumps and other machinery directly related to this production; and

(f) no person who resides in the State of Texas and who relies on natural gas or casinghead gas to provide in whole or in part his existing needs for fuel or raw material requires said natural gas or casinghead gas to meet such needs."

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, Lessor acting by and through the Chairman of the Board of Regents of The Texas A&M University System, duly authorized thereunto by the Board of Regents of The Texas A&M University System, this 25 day of January, A.D., 1977.

ATTEST:

Secretary of the Board of Regents of The Texas A&M University System

Chairman, Board of Regents of The Texas A&M University System for the State of Texas, Lessor

SKELLY OIL COMPANY

Lessee

VEB Judd H. Oualline, Attorney-in-Fact

(Revised 11-76)

THE STATE OF TEXAS I
I
COUNTY OF BRAZOS I

BEFORE ME, JAMES B. BOND, a Notary Public in and for BRAZOS County, State of Texas, on this day personally appeared CLYDE H. WELLS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Board of Regents of The Texas A&M University System and as Chairman of said Board of Regents, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25TH day of JANUARY, A.D., 1977.

Notary Public in and for BRAZOS County, Texas

THE STATE OF TEXAS I
I
COUNTY OF _____ I

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, 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 _____ day of _____, A.D., 19____.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Judd H. Oualline, Attorney-in-Fact for Skelly Oil Company, 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 25 day of JANUARY, A.D., 1977.

Eleanor S. Burton
Notary Public in and for
HARRIS County, Texas

(1) M 74151

Lease

File Dated 1-26-77

Bob Armstrong, Commissioner

RECEIVED AS STATED

#399,007.50

Date 1-26-77

Reg. No. 52472

GENERAL LAND OFFICE

RECEIVED AS STATED

#31,920.60

Date 1-26-77

Reg. No. 52473

GENERAL LAND OFFICE

T.S.L.

TEXAS A&M UNIVERSITY System

COLLEGE STATION, TEXAS, 77843

Office of
THE EXECUTIVE VICE PRESIDENT

January 26, 1977

Mr. Bob Armstrong
Commissioner
General Land Office
Austin, Texas 77114

Re: Oil, Gas and Sulphur Lease:
3,192.06 Acres out of the John
P. Coles Survey, Burleson County,
Texas

171

Dear Mr. Armstrong:

We hand you an Oil, Gas and Sulphur Lease dated January 25, 1977, to Skelly Oil Company which has been properly recorded in Volume 20, Pp. 52-60, Oil and Gas Records, Burleson County, Texas.

We also hand you the sum of $430,928.10 in two cashier's checks in the amounts of $31,920.60 and $399,007.50, properly endorsed.

The lease contract and the checks are being hand delivered and the supporting documentation is being mailed under separate cover.

Yours very truly,

W. C. Freeman
Executive Vice President
for Administration

WCF/bht

CC - 399,007.50 52472

Attachments 52473

xc: Mr. R. Clark Diebel
Controller of Accounts

CC - 31,920.60

TEXAS A&M UNIVERSITY · 1876 · CENTENNIAL · 1976

(2) M. F. 74151

CORRESPONDENCE FILE

~~To~~ Texas A & M University

from

Dated 1-26-77

1.58.11

January 28, 1977

The Texas A&M University System
College Station, Texas 77843

Attention: W. C. Freeman

Re: Texas A&M Lease M-74151
3,192.06 acres out of the John
P. Coles Survey, Burleson County,
Texas

Dear Mr. Freeman:

The certified copy of Oil and Gas Lease, affecting the captioned tract, has been approved and filed in our records under M-74151 to which mineral file number you should refer in any future correspondence concerning this lease.

Your remittances in the amount of $399.007.50 and $31,920.60 have been applied as the State's portion of the cash bonus due on the lease. A receipt for this total amount is enclosed herewith.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/tv

encl.

M. F. 7413

CORRESPONDENCE

To Texas A & M University

Dated 1-28-77

33-77 OIL, GAS AND SULPHUR LEASE - 3,192.06 ACRES - BURLESON COUNTY, TEXAS TEXAS AGRICULTURAL EXPERIMENT STATION

On motion of Mr. Bell, seconded by Dr. Coleman and adopted unanimously, a satisfactory bid having been received for the lease for oil, gas and sulphur on 3,192.06 acres in Burleson County, Texas, said lease is hereby awarded to and in the name of Skelly Oil Company, 1938 Houston Natural Gas Building, Houston, Texas, who was the highest bidder at the auction sale held in the Office of the Executive Vice President for Administration of The Texas A&M University System at College Station, Texas, at 10:00 a.m., January 24, 1977, said bid being for a total of $430,928.10 amounting to $135.00 per mineral acre, said land being described as:

All that certain tract or parcel of land being leased hereby as a single parcel containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson, County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

(i) Warranty Deed from J. S. Mooring, et al, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated April 5, 1944, of record in Vol. 92, Pp. 34-36, of the Deed Records of Burleson County, Texas, conveying said 2,776.36 acres; (ii) Warranty Deed from J. Earl Porter, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated June 21, 1944, of record in Vol. 93, Page 1, of the Deed Records of Burleson County, Texas, conveying 219.50 acres; (iii) Warranty Deed from George C. Chance, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated December 15, 1944, of record in Vol. 92, Page 587, of the Deed Records of Burleson County, Texas, conveying 196.20 acres;

to which all such deeds and their record, reference is hereby made in aid of description.

The foregoing described 3,192.06 acres of land is a tract under the exclusive control of the Board of Regents of The Texas A&M University System.

The exploration term of this lease shall be three (3) years and as long thereafter as oil, gas and sulphur is produced therefrom in paying quantities. It is understood and agreed that this lease is for oil, gas and sulphur and all forms of liquid and gaseous hydrocarbons and for no other minerals.

The royalty shall be (a) one-fifth (1/5) of the value of the gross production of the oil from the leased premises or one-fifth (1/5) of the gross production of the oil from the leased premises; (b) one-fifth of the market value at the well of the gross production of the gas, casinghead gas or other gaseous substance produced from said land and sold or used off the premises, or used in the manufacture of gasoline or other product therefrom by the Lessee provided that on gas sold at the wells the royalty shall be one-fifth (1/5) of the amount realized from such sales; where gas from a well producing gas only is not sold or used; Lessee shall pay as royalty Five Hundred Dollars ($500.00) per well per year, or the annual rental payment, whichever is the greater; (c) one-fifth (1/5) of the value of the gross production of sulphur from the leased premises; such value to be the highest price offered or paid therefor in the general area, or the price received by Lessee, whichever is the greater, or Two Dollars ($2.00) per long ton, whichever is the greater; (d) delayed rental payments shall be One Dollar ($1.00) per acre per year.

One hundred per cent (100%), or $430,928.10 of the bonus bid payment having been made by cashier's check, the Chairman of the Board of Regents of The Texas A&M University System is hereby authorized, empowered, and directed to execute and sign a lease in the form authorized by Board of Regents' Minute Order No. 262-76 of November 23, 1976, in accordance with the above and do any and all other things necessary in connection with said lease authorized and required by law.

The action of the Executive Vice President for Administration of The Texas A&M University System in advertising for sale at public auction and holding said public auction sale, is hereby ratified, confirmed and approved.

CERTIFICATE

I, BRENDA J. MANLEY, certify that the foregoing is an exact copy of Minute Order 33-77 passed by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas, on January 25, 1977, and that this minute order is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 10th day of February, 1977.

Brenda J. Manley

Brenda J. Manley
Assistant Secretary to the
Board of Regents
The Texas A&M University System

(4) M 74151

Minutes

File Dated 2-12-77

Bob Armstrong, Commissioner

33-77 OIL, GAS AND SULPHUR LEASE - 3,192.06 ACRES - BURLESON COUNTY, TEXAS TEXAS AGRICULTURAL EXPERIMENT STATION

On motion of Mr. Bell, seconded by Dr. Coleman and adopted unanimously, a satisfactory bid having been received for the lease for oil, gas and sulphur on 3,192.06 acres in Burleson County, Texas, said lease is hereby awarded to and in the name of Skelly Oil Company, 1938 Houston Natural Gas Building, Houston, Texas, who was the highest bidder at the auction sale held in the Office of the Executive Vice President for Administration of The Texas A&M University System at College Station, Texas, at 10:00 a.m., January 24, 1977, said bid being for a total of $430,928.10 amounting to $135.00 per mineral acre, said land being described as:

All that certain tract or parcel of land being leased hereby as a single parcel containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson, County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

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One hundred per cent (100%), or $430,928.10 of the bonus bid payment having been made by cashier's check, the Chairman of the Board of Regents of The Texas A&M University System is hereby authorized, empowered, and directed to execute and sign a lease in the form authorized by Board of Regents' Minute Order No. 262-76 of November 23, 1976, in accordance with the above and do any and all other things necessary in connection with said lease authorized and required by law.

The action of the Executive Vice President for Administration of The Texas A&M University System in advertising for sale at public auction and holding said public auction sale, is hereby ratified, confirmed and approved.

CERTIFICATE

I, BRENDA J. MANLEY, certify that the foregoing is an exact copy of Minute Order 33-77 passed by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas, on January 25, 1977, and that this minute order is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 10th day of February, 1977.

Brenda J. Manley

Brenda J. Manley
Assistant Secretary to the
Board of Regents
The Texas A&M University System

(4) n 74151
Minutes
11: 2-12-77
Bob Armstrong, Commissioner

5-15-55

The Houston Post

4747 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77001
621-7000

START DATE	STOP DATE	AD NO.	DESCRIPTION	LINES	RATE	AMOUNT
/02/77	01/02/77	C746639	CIL 34LN 1745	34	.9300	31.6

5-COCC-CCC26-CC
TEXAS A&M UNIVERSITY
COLLEGE STA TX 77843

PUBLISHERS AFFIDAVIT

THE HOUSTON POST COMPANY, PUBLISHERS OF THE HOUSTON POST, A DAILY NEWSPAPER PUBLISHED AT HOUSTON, COUNTY OF HARRIS, STATE OF TEXAS, CERTIFIES THAT THE ABOVE ADVERTISEMENT WAS PUBLISHED ON THE ABOVE DATE(S).

SUBSCRIBED AND SWORN BEFORE ME
THIS DATE, 01/10/77.

P. J. O'Connell
BILLING SUPERVISOR

D L Shipman
NOTARY PUBLIC, HARRIS COUNTY, TEXAS



n Funches observes midwifery stu-
; she helps a new mother get ac-
a March of Dimes medical service
ledical Center in Newark, N.J., pro-

D HANDS

Sta... tions depot bu... Two hun... filmmakers wi... seventh annual film festival in C... Christi April 15-17.

A public auction sale o... oil and gas leases by the Board for Lease of Univer-sity Lands will be held in Midland April 7.

STATE OF TE...

COUNTY OF Burleson

Before me, the undersigned authority a Notary Public in and for the County of Burleson, and the State of Texas, on this day personally appeared: William Law who after being duly sworn, says that ~~she~~/he is the Editor of the Burleson County Citizen Tribune, ~~a daily~~ weekly (delete one) newspaper published in said County and State, and that the publication, of which the annexed is a true copy was published to-wit:

January 6, 1977

William Law

Sworn and subscribed to before me, this the 14 day of January, 19 77 A.D.

Christine J. Law
Notary Public in and for the
County of Burleson,
State of Texas

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF BRAZOS

Before me, the undersigned authority a Notary Public in and for the County of BRAZOS, and the State of Texas, on this day personally appeared: KATHY FISHER who after being duly sworn, says that she/he is the BOOKKEEPER of the THE EAGLE, a daily/~~weekly~~ (delete one) newspaper published in said County and State, and that the publication, of which the annexed is a true copy was published to-wit:

JANUARY 2,9,16, 1977

Kathy Fisher

Sworn and subscribed to before me, this the 21st day of JANUARY, 1977 A.D.

Notary Public in and for the County of BRAZOS, State of Texas

(5) M-74151

Affidavit of Publication

File Dated 2-12-77

Bob Armstrong, Commissioner

5-15-55

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS)
)
)
)
COUNTY OF Bexar)

Before me, the undersigned authority a Notary Public in and for the County of Bexar, and the State of Texas, on this day personally appeared: B.C. Hopper who after being duly sworn, says that ~~she~~/he is the Resident Controller ~~of~~ the San Antonio Light, a daily/ ~~weekly~~ (delete one) newspaper published in said County and State, and that the publication, of which the annexed is a true copy was published to-wit:

January 2, January 9 and January 16, 1977

B. C. Hopper

Sworn and subscribed to before me, this the 19 day of January, 19 77 A.D.

Notary Public in and for the
County of Bexar
State of Texas

(5) M 24151

Affidavit of Publication

Filed 2-12-77

Bob Armstrong, Commissioner

3.15.55

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
EXECUTIVE VICE PRESIDENT
FOR ADMINISTRATION

December 21, 1976

RECEIVED

DEC 31 1976

EXECUTIVE VICE PRESIDENT
FOR ADMINISTRATION

County Judge
Burleson County
Caldwell, Texas 77836

Dear Sir:

As provided by Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code, there is attached a copy of a NOTICE OF SALE OF OIL, GAS, AND SULPHUR LEASE on 3192.06 acres of land under the control of the Board of Regents of The Texas A&M University System.

Please acknowledge receipt of the notice by signing the enclosed copy of this letter in the space provided and return it in the attached addressed and stamped envelope.

Yours very truly,

W. C. Freeman
Executive Vice President
for Administration

Enclosures

NOTICE RECEIVED:

Date 12-22-76

County Judge of Burleson County, Texas

M. F. 74151

CORRESPONDENCE FILE

~~To~~ Texas A & M University System

From

Dated 12-21-76

5-15-54

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS, 77843

Office of the
SYSTEM ATTORNEY

February 11, 1977

171

Mr. Bob Armstrong
Commissioner
General Land Office
Austin, Texas 77114

Re: Oil, Gas and Sulphur Lease
3192.06 acres, John P. Coles Survey
Abstract A-12
Burleson County, Texas
M-74151

Dear Mr. Armstrong:

We have previously forwarded an Oil, Gas and Sulphur Lease duly executed and bearing a date of January 25, 1977, to Skelly Oil Company. We have also forwarded the two cashier's checks and have your receipt dated January 28, 1977 for $430,928.10.

In accordance with Section 85.68, Texas Education Code, we enclose the following instruments pertaining to the lease:

(1) A copy of Release of Oil, Gas and Sulphur Lease executed by Skelly Oil Company, dated December 13, 1976, recorded in Vol. 19, Pp. 862-863, Oil and Gas Records, Burleson County, Texas. (Such release was in relinquishment of the unexpired previous lease of this land by Skelly Oil Company).

(2) Two certified copies of the Resolution of the Board of Regents of The Texas A&M University System. (Minute Order No. 33-77), making award of the lease to:

Skelly Oil Company
1938 Houston Natural Gas Bldg.
Houston, Texas

passed at the meeting of the Board of Regents at College Station, Texas, on January 25, 1977.

The Notice of Public Auction concerning the lease was published in the Oil and Gas Journal, Tulsa, Oklahoma; Texas State House Reporter, Austin, Texas; Dallas Morning News, Dallas, Texas; The Houston Post, Houston, Texas; San Antonio Light, San Antonio, Texas; The Burleson County Citizen, Caldwell, Texas; and The Eagle, Bryan, Texas.

We are enclosing the following Publisher's Affidavits: The Houston Post, Burleson County Citizen Tribune, The Eagle, San Antonio Light. As the others are received, we will furnish same to you. A copy of the Notice to the County Judge is also furnished.

Please acknowledge receipt of the enclosures and send a copy of your letter to Skelly Oil Company at their Houston address.

Yours very truly,

James B. Bond
System Attorney

JBB/bht

Enclosures

(7) M. F. 74151

CORRESPONDENCE FILE

~~To~~ Texas A&M University System
FROM

Dated 2-11-77

5.15.55

Getty Oil Company

TW-486-E

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

LEASE RENTAL CHEC...

TITLE NUMBER	LEASE DATED MO.	DAY	YR.	RECORDED IN RECORDS OF COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	PERIOD NO. MOS.	BEGINNING MO.	DAY	YR.
317063-002	1	25	77	Burleson	TX		20	52	OGL	12	1	25	78

LESSOR
Texas A & M University System

LESSEE
Skelly Oil Company

DESCRIPTION AND FOR CREDIT OF

3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12

Commissioner of The General
Land Office - Texas A & M University
System
Austin, Texas 78701

DUPLICATE
PLEASE RETAIN THIS COPY

AMOUNT

$3,192.06***

M-7415

5-41

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)

INTEREST

AMOUNT

41257

Getty Oil Company
HOUSTON, TEXAS

CHECK NO.	TITLE NO.	MO	DAY	YR
16546	317063-002	12	5	77

PAY EXACTLY
$**3,192.06**

PAY TO THE ORDER OF

Commissioner of The General
Land Office - Texas A&M University
System
Austin, Texas 78701

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____
PRESIDENT-CASHIER

DATE CHECK FIRST RECEIVED _____

THIS COPY MAY BE RETAINED BY BANK OR SENT TO PERSONS TO BE CREDITED.

(8) M-74151

Rental Payment

12-13-77

RECEIPT

GENERAL LAND OFFICE

Austin, Texas 1-26- 19 78

RECEIVED FROM Getty Oil Company

ADDRESS Box 1404; Houston, Texas 77001

Three Thousand One Hundred and Ninety-Two Dollars------06/100 $ 3,192.06

FOR Annual delay rental due M-74151 for 1-25-78

Fund 95
Account 1372
Register No. 41257

Bob Armstrong
COMMISSIONER

By: N. Sapp

February 1, 1978

Texas A&M University System
College Station, Texas 77843

ATTENTION: MR. W. C. FREEMAN
VICE PRESIDENT AND COMPTROLLER

RE: State Lease M-74151

Gentlemen:

Enclosed is a receipt for rental payment tendered by Getty Oil Company in the amount of $3,192.06, for the month January 25, 1978.on the subject lease.

Sincerely yours,

A. J. Wallis, Supprvisor
Resource Accounting
Telephone No. 512-475-3599
NS/glc
Enclosure
Register No. 41257

(9)

M. F. 74151

CORRESPONDENCE FILE

To (8) Texas A&M

From

Dated 2-1-78

M-74151 4300 W/ 5 Regs 05 R. [illegible] Form No. 13 Rev. No.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Directional Well ☐ Amended or Corrected Permit ☐

Form No. instruction (7a & b) on back side. 051-30309

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

T 1-4-78

Check one: [X] DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Amoco Production Company

2. Address (Including City and Zip Code): P. O. Box 3092, Houston, TX 77001

02400

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES [X] NO ☐ (Instruction (2) on back side.)

SPS

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A & M "A"

5. Location (Sec., Blk., Survey): John P. Coles Survey, A-12

6. This well is to be located 6 miles SW Direction from Bryan Nearest Post Office or Town.

9. Well Number: 2

10. Number of Acres in Lease: 3192.06

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 1824

12. Total Depth: 23,500

12/21/77

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Case Numbers for this wellbore. If none State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
0000600											
Wildcat	23,500	None	467-1200	40	40	No	None	Regular 1 [X] Rule 37 2 ☐	Gas	NONE	
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines 2062 FSWL x 5094 FNWL
B. Survey Lines 15258 FSWL x 19012 FNWL

25. DISTANCE AND DIRECTION TO NEAREST WELL IN THE SAME FIELD ON THIS LEASE.

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 6029c, R. [illegible] authorized to make this report, that this report was prepared [illegible] my supervision and direction, and that data and facts [illegible] true, correct, and complete, to the best of my knowledge.

RECEIVED DEC 12 1977

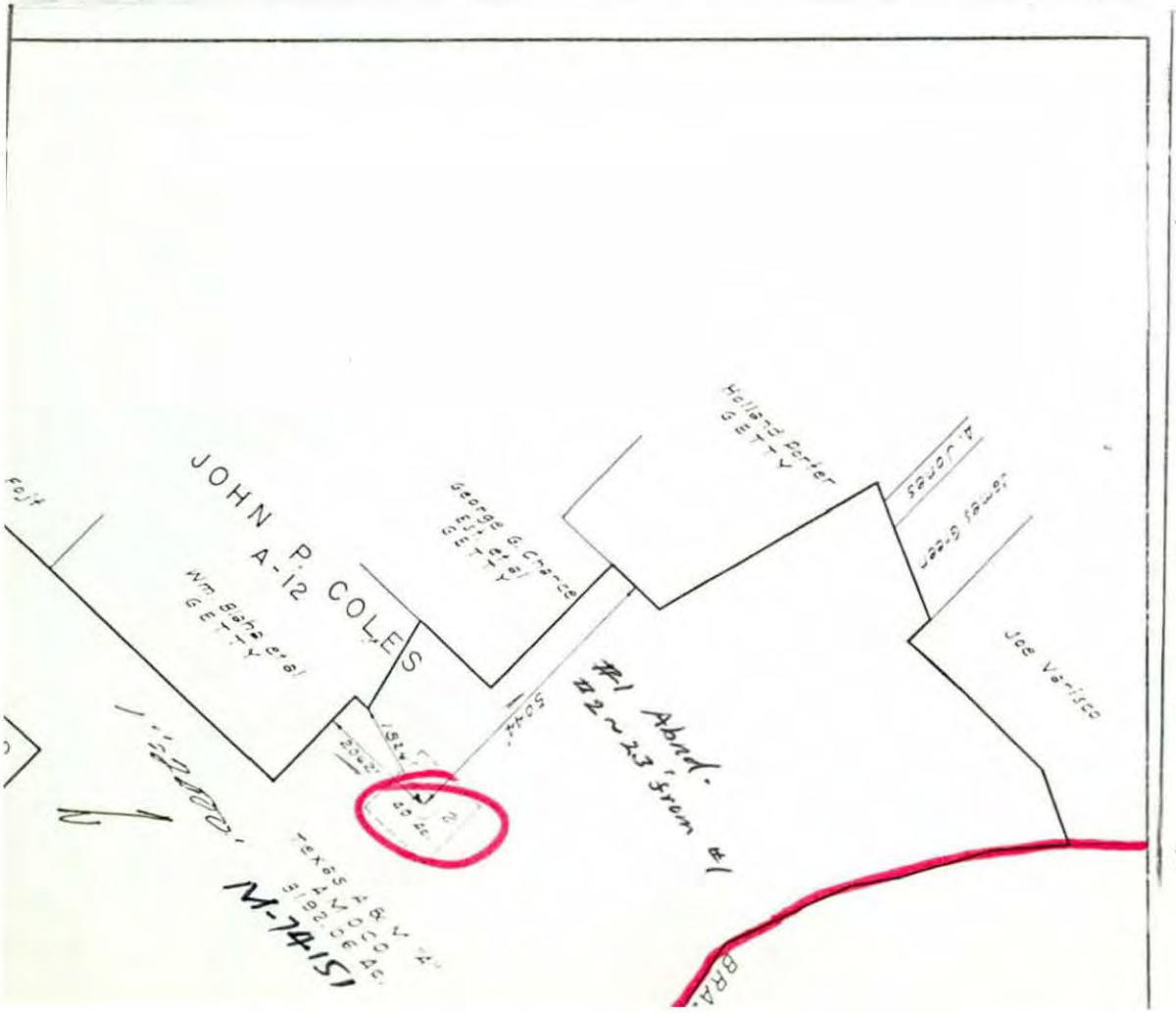
Signature: R D Smith
Title: AREA ENGINEER
Date: 12/12/77
Telephone: Area Code 713-548-2144

REMARKS: Data indicate hydrogen sulfide will not be encountered. Form H-9 and contingency plant was filed as an extra precautionary measure for the original well, Texas A & M "A" No. 1. The original well was abandoned and the rig was skidded 23' to this location.

12-16-77

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

Statewide PLAT SERVICE P. O. DRAWER 1867, AUSTIN, TEXAS 78767



WELL STATUS REPORT

OPERATOR Amoco

STATE LEASE NO. M 74151 FEE ~~A & M land~~ R.A.L. ____ FREE ROYALTY ____

OFFSET, APPROX. ____ FT. FROM STATE LEASE ____

LEASE Texas A & M "A" WELL NO. ____

FIELD NAME ____ WILDCAT ✓ COUNTY Burleson

REPORT NO. 2 SPUD DATE Respud 12-30-77 DRILLING DEPTH 4800'

COMPLETION DATE ____ TOTAL DEPTH ____

PERFS ____ 1ST COMPLETION: YES ____ NO ____

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

REMARKS: They ran into a mechanical problem and ruptured the casing at 13,600'. They tried to salvage the hole but was unsuccessful. They moved the rig 23' and respudded on Dec. 30th.

BA/jmh/gs

2-25-75

Howard Wagner
INSPECTOR

DATE 2-3-78

WELL STATUS REPORT

OPERATOR Amoco

STATE LEASE NO. M 74151 FEE ____ R.A.L. ____ FREE ROYALTY ____

OFFSET, APPROX. ____ FT. FROM STATE LEASE ____

LEASE Texas A & M "A" WELL NO. ____

FIELD NAME ____ WILDCAT K COUNTY Burleson

REPORT NO. 2 SPUD DATE ____ DRILLING DEPTH 9000'

COMPLETION DATE ____ TOTAL DEPTH ____

PERFS ____ 1ST COMPLETION: YES ____ NO ____

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

REMARKS: ____

BA/jmh/gs

2-25-75

Howard Wegner
INSPECTOR

DATE 3-29-78

WELL STATUS REPORT

OPERATOR Amoco

STATE LEASE NO. M 74151 FEE Texas A & M R.A.L. FREE ROYALTY

OFFSET, APPROX. 4500 FT. FROM STATE LEASE Brazos R. unleased tr

LEASE Texas A & M WELL NO. 2

FIELD NAME WILDCAT x COUNTY Burleson

REPORT NO. 3 SPUD DATE DRILLING DEPTH 15,312 ft

COMPLETION DATE TOTAL DEPTH

PERFS 1ST COMPLETION: YES NO

POTENTIAL/TEST: OIL GAS D&A

REMARKS: D

BA/jmh/gs

2-25-75

Howard Wegner
INSPECTOR

DATE 5-18-78

1

WELL STATUS REPORT

OPERATOR AMOCO

STATE LEASE NO. M74151 FEE ____ R.A.L. ____ FREE ROYALTY ____

OFFSET, APPROX. ____ FT. FROM STATE LEASE ____

LEASE Texas A & M "A" WELL NO. 2

FIELD NAME ____ WILDCAT x COUNTY Burleson

REPORT NO. 4 SPUD DATE ____ DRILLING DEPTH 16,613

COMPLETION DATE ____ TOTAL DEPTH ____

PERFS ____ 1ST COMPLETION: YES ____ NO ____

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

REMARKS: The drlg supt. is getting reluctant to give out DD info for some reason, however he didn't refuse.

BA/jmh/gs

2-25-75

Howard Wagner
INSPECTOR

DATE 6-16-78

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-1
12-75

API Well No. BURLESON DIST. 3
API NO. 42 051 30198

1M-74151

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: [X] DRILL [ ] DEEPEN (Below Casing) [ ] DEEPEN (Within Casing) [ ] PLUG BACK [ ] OTHER (Specify)

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Amoco Production Company

4. Lease Name: Texas A & M "A" w 6-8-77

9. Well Number: 1

2. Address (Including City and Zip Code): P. O. Box 847, Sweeny, TX 77480

5. Location (Sec., Blk., Survey): John P. Coles Survey, Abstract No. 12

10. Number of Acres in Lease: 3192.06

6. This well is to be located 6 miles SW Direction from Bryan, Texas Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 1811

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES [X] NO [ ] (Instruction (2) on back side.)

12. Total Depth: 23,500

EACH PROPOSED COMPLETION

SPS

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Wildcat APPLE 23500	23,500	None	467-1200	40	40	No	None	Regular [X] Rule 37 [ ]	Gas	None	None
								Regular [ ] Rule 37 [ ]			
								Regular [ ] Rule 37 [ ]			
								Regular [ ] Rule 37 [ ]			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED LEASE LINES AND SURVEY LINES AND DISTANCE AND DIRECTION TO NEAREST WELL IN SAME FIELD.

2055' NE of the lease line between Amoco's Texas A & M "A" Lease and Getty's WM Blaha, et. al., Lease and 5022' SE of the lease line between Amoco's Texas A & M "A" Lease and Getty's Holland Porter Lease, 15250' FSWL and 18990' FNWL of John P. Coles Survey, Abstract No. 12.

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 6033, 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.

REMARKS:

Signature

Title: Area Superintendent

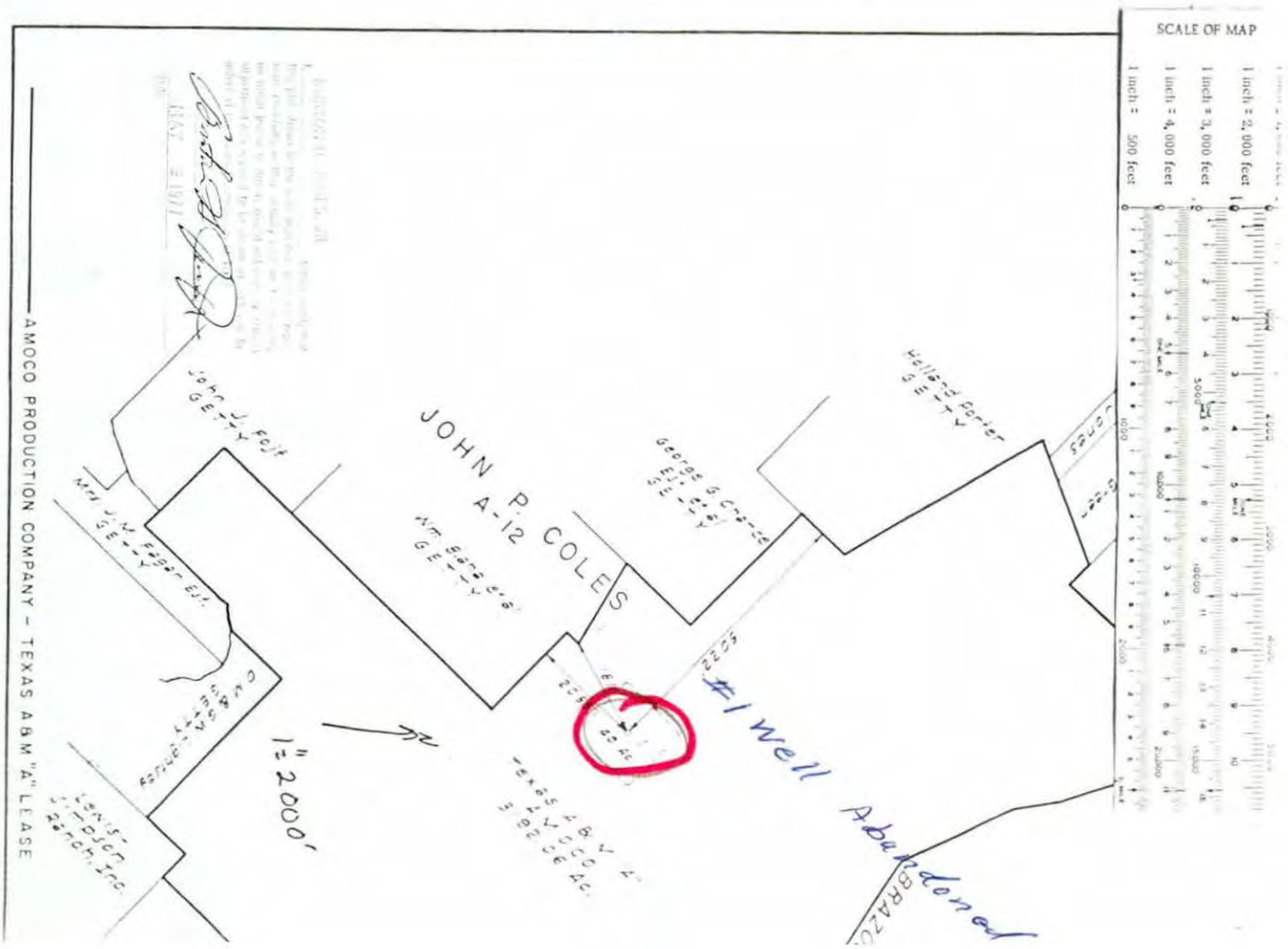
Date: May 13, 1977

Telephone: Area Code 713 548-2144

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

Statewide PLAT SERVICE
P. O. DRAWER 1857, AUSTIN, TEXAS 78767

5/24/77



WELL STATUS REPORT

OPERATOR Amoco Prod. Co.

STATE LEASE NO. M 74151 Texas A & M land FEE ___ R.A.L. ___ FREE ROYALTY ___

OFFSET, APPROX. ___ FT. FROM STATE LEASE ___

LEASE Texas A & M "A" WELL NO. 1

FIELD NAME ___ WILDCAT ✓ COUNTY Burleson (3)

REPORT NO. 1 SPUD DATE 7-29-77 DRILLING DEPTH 9100+

COMPLETION DATE ___ TOTAL DEPTH ___

PERFS ___ 1ST COMPLETION: YES ___ NO ___

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

REMARKS: #1 well Abnd.

#2 (Rig skidded 23' from #1)

BA/jmh/gs

2-25-75

Howard Wegner
INSPECTOR

DATE 9-30-77

(10)

M. F. 74151

APPLICATION TO DRILL

WELL # 2

FILED 1-9-1978

BOB ARMSTRONG, COMMISSIONER

BY: MLG

Amoco Production Company
500 Jefferson Building
P.O. Box 3092
Houston, Texas 77001

January 5, 1978

Re: EA 22,359
Contract No. 94633
Foster's Store Area
Burleson County, Texas

~~REGISTERED MAIL~~
HAND DELIVERED

General Land Office
For The State of Texas A&M University System
Stephen F. Austin Building
State of Texas
Austin, TX 78701

Attention: Mr. Bob Armstrong, Chairman

Gentlemen:

In compliance with lease provisions contained in Oil, Gas and Sulphur Lease dated January 25, 1977, between the State of Texas, acting by and through the Board of Regents, Texas A&M University System and Skelly Oil Company, now Getty Oil, we are enclosing a set of all logs run on the Amoco No. 1 Texas A&M University "A" well located in Burleson County, Texas, as required in paragraph nine of the said lease. This well was plugged and abandoned prior to reaching our objective depth after experiencing mechanical difficulties at a depth of 13,623 feet. We have commenced operations on the Amoco No. 1-A Texas A&M University "A" which is a replacement well in an effort to reach our objective depth.

Since our objective depth has not been reached we would like to request that the enclosed logs be treated as confidential.

Please acknowledge receipt of these logs by signing and returning to this office the enclosed log receipts.

Very truly yours,

R. L. Evans
District Exploration Superintendent

CDM/slv
3/7509
Enclosures: Logs and receipts

cc: Texas A&M University System
Board of Regents
College Station, TX 77840

Getty Oil Co.
6750 W. Loop S.
Suite 400
Bellaire, TX 77401

(12)

M-74151

Ltr. sr. Amoco Production Co.

Filed 1-9-78 mlh

Getty Oil Company

W-486-E

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

LEASE RENTAL CHECK 96591

TITLE NUMBER	LEASE DATED MO.	DAY	YR.	RECORDED IN RECORDS OF COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	PERIOD NO. MOS.	BEGINNING MO.	DAY	YR.
317063-002	1	25	77	BURLESON	TEX		0020	0053	OGL	12	1	25	79

LESSOR: TEXAS A & M UNIVERSITY SYSTEM

LESSEE: SKELLY OIL COMPANY

DESCRIPTION AND FOR CREDIT OF

3192.06 ACRES OUT OF THE JOHN P. COLES SURVEY, ABS. NO. A-12

3192.06 ACRES OUT OF THE JOHN P. COLES SURVEY, ABS. NO. A-12

AMOUNT

3192.06

3192.06

DUPLICATE

PLEASE RETAIN THIS COPY

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)

INTEREST

AMOUNT

31610

Getty Oil Company

HOUSTON, TEXAS

96591 (CHECK NO.) 317063-002 (TITLE NO.) 11 5 78 (MO. DAY YR.)

PAY EXACTLY $ ****3192.06

PAY TO THE ORDER OF

COMMISSIONER OF THE GENERAL
LAND OFFICE-TEXAS A & M
UNIVERSITY SYSTEM
AUSTIN, TEXAS 78701

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____ PRESIDENT-CASHIER

DATE CHECK FIRST RECEIVED _____

⑆1130⑆0060⑆ 000⑆8212⑈

THIS COPY MAY BE RETAINED BY BANK OR SENT TO PERSONS TO BE CREDITED

(13) M-74151

Rental Payment

11-9-78

RECEIPT

GENERAL LAND OFFICE

Austin, Texas 11-16 19 78

RECEIVED FROM Getty Oil Company

ADDRESS P. O. Box 1404; Houston, Texas 77001

Thirty-One Hundred Ninety-Two &----------06/100 $ 3,192.06

FOR Rental due M-74151 for 1-25-79/1-25-80

Register No. 31610
Fund 95
Acct. #1372

Bob Armstrong

COMMISSIONER

By: R. Wagenfuhr

November 16, 1978

Texas A&M University System
College Station, Texas 77843

ATTENTION: MR. BOB PIWONKA

RE: State Lease M-74151

Gentlemen:

Enclosed is a receipt for a rental payment tendered by Getty Oil Company in the amount of $3,192.06,for the twelve month period beginning 1-25-79/1-25-80 on the subject lease.

Sincerely yours,

A. J. Wallis, Supervisor
Resource Accounting
Telephone No. 512-475-3599
RW/glc
Register No.31610
Enclosure

(14)

M. F. 74151

CORRESPONDENCE FILE

To Texas A&M

From

Dated 11-16-78

161

Amoco Production Company
500 Jefferson Building
P.O. Box 3092
Houston, Texas 77001

December 1, 1978

M-74157

Re: EA 22,359
Contract No. 94633
Foster's Store Area
Burleson County, Texas

General Land Office
For the State of Texas A&M University System
Stephen F. Austin Building
State of Texas
Austin, Texas 78201

Attention: Mr. Bob Armstrong, Chairman

Dear Sir:

In compliance with lease provisions contained in Oil, Gas, and Sulphur Lease dated January 25, 1977, between the State of Texas, acting by and through the Board of Regents, Texas A&M University System and Skelly Oil Company, now Getty Oil, we are enclosing a set of logs run on the Amoco No. 1-A Texas A&M University "A" well located in Burleson County, Texas, as required in paragraph nine of the said lease. This well was plugged and abandoned at a total depth of 20,017 feet.

We have currently received final prints of the three most significant logs on the 1-A well from Schlumberger and have yet to receive several accessory logs. As soon as these are received in our Houston office, we will forward a set to you.

We would like to request that the enclosed logs be treated as confidential.

Please acknowledge receipt of these logs by signing and returning to this office the enclosed log receipt.

Very truly yours,

J. M. Kendrick
Division Landman

RCM:fh

Enclosures

RECEIVED
DEC 5 1978
General Land Office

LOG RECEIPT

Amoco #1-A Texas A & M University "A"
Burleson County, Texas
TD 20,017' P&A 10-17-78

Logs run and enclosed herein:

1. DIL 2"
2. DIL 5"
3. BHC 2"
4. BHC 5"
5. CNL/FDC/GR 2"
6. CNL/FDC/GR 5"

I hereby acknowledge receipt of the above listed logs on this _____ day of _____, 1978 on behalf of the General Land Office.

By_____

RECEIVED
DEC 5 1978
General Land Office

M-74151 (16)

Plugging Record

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-3
Rev. 7/1/75

FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING

1. RRC District: 3
4. RRC Lease or Id. Number:
2. FIELD NAME (as per RRC Records): Wildcat
3. LEASE NAME: Texas A & M "A"
5. Well Number: 1-A
6. OPERATOR: Amoco Production Company
10. County: Brazos
7. ADDRESS: P. O. Box 847, Sweeny, Texas 77480
11. Date Drilling Permit Issued:
8. SURFACE LOCATION: 15,250 FEET FROM Southeast LINE, AND 15,012 FEET FROM Northwest LINE
12. Date Drilling Commenced: 8/30/73
9a. SECTION, BLOCK, AND SURVEY: John P. Colles Survey A-12
9b. Distance and Direction to nearest town in this county.: 6 miles southwest of Bryan, Texas
13. Date Drilling Completed: 9/23/73
15. Type of Well (Oil, Gas, Dry)*: Dry
16. Type of Completion (Single, Dual, Etc.): Single
17. Total Depth: 20,017
14. Date Well Plugged: 10/16/78
18. FORM W-1 (Intention to Drill) Filed in Name of: Amoco Production Company

19. Manner of Placement

PLUG #1	100	SACKS	TOP 17,114	BOTTOM 17,631	TYPE "H" + 35% Silica
PLUG #2	150	SACKS	TOP 12,055	BOTTOM 12,634	TYPE "H" + 35% Silica
PLUG #3	100	SACKS	TOP 2,675	BOTTOM 2,837	TYPE "H" (Neat)
PLUG #4		SACKS	TOP	BOTTOM	TYPE

20. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission: YES [X] NO [ ]
21. How was Mud applied? Pump
22. Mud Weight: 14.4 LBS GAL
23. Depth of Deepest Fresh Water: 2,000 FEET
24. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules? YES [X] NO [ ]
25. If NO, Explain:
26. Name and Address of Party Plugging Well:

27. Casing and Tubing Record after Plugging

SIZE	PUT IN WELL FEET	PUT IN WELL INCHES	LEFT IN WELL FEET	LEFT IN WELL INCHES
16"	5,800	0	5,800	0
10-3/4"	13,204	0	13,204	0
7-3/4"	6,315	0	6,315	0

28. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases
Surface Owner: Texas A&M University, College Station, Texas
Offset Operators: None

RECEIVED
R. R. COMM. OF TEXAS
NOV 20 1978
O. & G.

29. Was Notice given before Plugging to each of the above and RRC District Office? YES [X] NO [ ]

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.

O. R. Williams — District Adm. Supervisor — October 17, 1978

REPRESENTATIVE OF COMPANY — TITLE — DATE

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

*All Dry Holes, Fill in Reverse Side.

M- 74151

AMMEX PETROLEUM, INC.

P.O. Box 10507 • Midland, Texas 79702 • Phone (915) 684-5871

TO General Land Office
1700 N. Congress Ave.
Austin, TX 78701

DATE 11/10/83

SUBJECT Texas A&M #1-A & #2 wells

Dear Sir:

Enclosed are copies of Forms W-1, W-2, W-10, W-12, W-15, F-1 and FERC-121 on the above listed wells. Also enclosed is Form W-3 and a permit for Re-Entry on the Texas A&M #1 well. All the Electrical Logs that were run are also enclosed.

Sincerely,

AMMEX PETROLEUM, INC.

Melva Winje

Melva Winje
Drilling & Production

encl.

Item # ML8-N72 © Wheeler Group Inc.

RAILROAD COMMISSION OF TEXAS
PERMIT TO DRILL, DEEPEN OR PLUG BACK
ON REGULAR LOCATION

RMIT NUMBER	DATE OF PERMIT	DISTRICT
215065	12/29/77	03
NUMBER	FORM W-1 (dated)	COUNTY
42 051 30311	12/16/77	BURLESON
PE OF OPERATION		ACRES
DRILL		3,192

ERATOR 020425

AMOCO PRODUCTION COMPANY
BOX 3092
HOUSTON TX 77001

NOTICE

NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh water sands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Water Development Board for depth to which fresh water sands must be protected.

PERMIT SUBJECT TO CONDITIONS ON BACK OF FORM

District Office Telephone No.: DC 713 688-3461

ASE NAME	WELL NUMBER
TEXAS A & M "AA"	1-A
CATION	TOTAL DEPTH
6 MILES SW FROM BRYAN	23,500

CTION, BLOCK and/or SURVEY

JOHN P. COLES SURVEY, A-12

TANCE -- LEASE LINES	-- SURVEY LINES	-- NEAREST WELL ON LEASE
62 FSWL & 5044 FWWL	15256 FSWL & 19012 FWWL	NONE

LD(S)

WILDCAT

** LIMITATIONS **

WILDCAT ABOVE 23,500

Based upon the representations made on the above FORM W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date thereof, with the provisions of the applicable spacing rule SUBJECT TO THE LIMITATIONS, IF ANY, SET OUT ABOVE. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of FORM W-1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual operation is first begun shall prevail, and all other such outstanding permits shall be nullified.

PHONE:
(512) 475-2458

DIRECT INQUIRIES TO: ADMINISTRATIVE SERVICES DIVISION
DRILLING PERMIT SECTION

MAIL:
Capitol Station-P. O. Drawer 12967
Austin, Texas 78711

(16)

M-74151 and W-3,
Co. Ltr. W/ Permit to drill, Well #1-
Filed 12-5-78 mL

RECEIVED
DEC 5 1978
General Land Office

SSN:mep
TF 317063
2/7/79

PARTIAL ASSIGNMENT OF
OIL, GAS AND SULPHUR LEASE

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BURLESON X

THAT, GETTY OIL COMPANY, a Delaware corporation, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and assign to AMOCO PRODUCTION COMPANY, a Delaware corporation, its successors and assigns, an undivided Fifty Percent (50%) interest in and to all of GETTY OIL COMPANY'S right, title and interest in and to the following described oil, gas and sulphur lease, to wit:

> Oil, Gas and Sulphur Lease dated January 25, 1977 between the State of Texas, acting by and through the Board of Regents of The Texas A&M University System, as Lessor, and Skelly Oil Company, as Lessee, recorded in Volume 20, Pages 52-60, of the Oil and Gas Lease Records of Burleson County, Texas.

This instrument is executed WITHOUT WARRANTY OF TITLE, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this the 16th day of February, 1979.

GETTY OIL COMPANY

By Jerry Jones
Jerry Jones, Agent

26 447

552600

22359

THE STATE OF TEXAS

COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17 DAY OF May, 19 79, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 18 DAY OF May, 19 79, AT 4:30 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 26, PAGE 447-448

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Lozelle Kornegay DEPUTY

JOHN J. TOUPAL

COUNTY CLERK, BURLESON COUNTY, TEXAS

THE STATE OF TEXAS I

SS.

COUNTY OF BURLESON I

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Jerry Jones, AGENT of GETTY OIL COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GETTY OIL COMPANY, a corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of February, 1979.

Debra Holm Smith

Notary Public in and for
Harris County, Texas
DEBRA HOLM SMITH

My Commission Expires:

Notary Public in and for Harris County, Texas
My Commission Expires April 19, 1980

26 448

27452

(17)

M 74151

Partial Assignment

File Dated 5-24-79

Bob Armstrong, Commissioner

RECEIVED AS STATED
$5.00

DATE 5-24-79
Reg. No. 110286

GENERAL LAND OFFICE

RECEIVED AS STATED
$ 319.21

DATE 5-5-79
Reg. No. 103611

GENERAL LAND OFFICE

B/ 00½ #

Return to:
Amoco Production Company
Attention: J. M. Kendrick
P. O. Box 3092
Houston, Texas 77001

FILED FOR RECORD
at 9:00 o'clock A. M.
MAY 17 1979
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By Deputy

(L1)

1691

187-79 ASSIGNMENT OF OIL, GAS AND SULPHUR LEASE
MINERAL INTEREST IN 3,192.06 ACRES
BURLESON COUNTY, TEXAS
THE TEXAS A&M UNIVERSITY SYSTEM

On motion of Mr. Bell, seconded by Mr. Watkins and by a unanimous vote of the Board, the following minute order was adopted:

Consent of the Board of Regents is given to Getty Oil Company to assign to Amoco Production Company an undivided fifty percent (50%) interest in the oil, gas and sulphur lease covering mineral interest in 3,192.06 acres of land, more or less, out of the John P. Coles Survey, Abstract No. 12, Burleson County, Texas.

The assignment shall be filed in the General Land Office within one hundred (100) days after the date of the first acknowledgement thereof, accompanied by ten cents (10¢) per acre for each net mineral acre assigned and if not so filed and payment made, the assignment shall not be effective.

******

CERTIFICATE

I, ROBERT G. CHERRY, hereby certify that the foregoing is an exact copy of Minute Order 187-79 passed by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas on July 26, 1979, and that this minute order is in full force and effect as of the date of my signature, subject to approval of the Board.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 7th day of August, 1979.

Robert G. Cherry
Secretary to the Board of Regents
The Texas A&M University System

187-79 ASSIGNMENT OF OIL, GAS AND SULPHUR LEASE
MINERAL INTEREST IN 3,192.06 ACRES
BURLESON COUNTY, TEXAS
THE TEXAS A&M UNIVERSITY SYSTEM

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IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 7th day of August, 1979.

Robert G. Cherry
Secretary to the Board of Regents
The Texas A&M University System

(18)

M 74151

Minute Order

File Dated 8-9-79

Bob Armstrong, Commissioner

(81)

Getty Oil Company 6750 West Loop South, Suite 500; Bellaire, Texas 77401 · Telephone (713) 668-8400

Houston

Southern Exploration and Production Division J. P. Clark, Exploration Manager Houston Exploration District

May 4, 1979

Honorable Bob Armstrong
General Land Office
Austin, Texas 78701

X 319.21 103611

171

RE: Request for Consent to Partially
Assign Oil, Gas and Sulphur Lease
Texas A&M Lease M-74151
GOC T. #317063-002
3,192.06 Acres out of the
John P. Coles Survey, A-12
Burleson County, Texas

Dear Honorable Armstrong:

In accordance with paragraph 20, page 6 of the subject lease, Getty Oil Company hereby requests consent of the General Land Office to assign an undivided 1/2 leasehold interest to Amoco Production Company, whose address is 500 Jefferson Building, P. O. Box 3092, Houston, Texas 77001.

If everything is in order, please accept Getty Oil's sight draft in the amount of $319.21 ($.10 per acre assigned) and file the enclosed Assignment in the General Land Office.

If you have any questions please don't hesitate to contact the undersigned.

Very truly yours,

Candice P. Eubank
CANDICE P. EUBANK

CPE:bb

Enclosures

cc: Mr. Charles D. Ashworth
Amoco Production Company
500 Jefferson Building
P. O. Box 3092
Houston, Texas 77001

(19)

M. F. 74151

CORRESPONDENCE FILE

To Getty Oil Co.

From

Dated 5-5-79

(14)

Amoco Production Company
500 Jefferson Building
P.O. Box 3092
Houston, Texas 77001

May 22, 1979

Re: LPN L#552600
Texas A & M Lease
Foster's Store Area
Burleson County, Texas

X $5 00 110286

General Land Office
Austin, Texas 78701

Attention: Mr. V. C. Morelle, Attorney
Oil and Gas Div. Legal Dept.

Gentlemen:

In compliance with paragraph 20 of Oil and Gas Lease dated January 25,1977 by and between (Getty Oil Co.). Skelly and The Texas A & M University we hand you herewith one fully executed original recorded assignment of 50% interest in subject lease together with recording fee of $5.00 payable to the order of the General Land Office.

Yours truly,

Charlie Ashworth

CDA:mc

171

(20)

M. F. 74151

CORRESPONDENCE FILE

To Amoco Prod Co

From

Dated 5-24-79

(22)

171

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

August 8, 1979

Office of the
SYSTEM COMPTROLLER

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

Re: Partial Assignment
State Lease M-74151
3,192.06 Acres, Burleson
County, Texas

Dear Mr. Armstrong:

Enclosed are two certified copies of the Resolution of the Board of Regents of The Texas A&M University System (Minute Order 187-79) consenting to the assignment of an undivided fifty percent (50%) interest in the referenced lease from Getty Oil Company to Amoco Production Company.

It is our understanding that you have received the transfer fee of $319.21 from Getty Oil Company.

If we can be of further assistance in regard to this matter, please let us know.

Yours very truly,

L. J. Valigura
Director of Finance

cc: Ms. Candice Eubank

(21)

M. F. 74151

CORRESPONDENCE FILE

To Texas A&M Univ.

From

Dated 8-9-79

(18)

September 6, 1979

Getty Oil Company
6750 West Loop South
Suite 500
Bellaire, Texas 77401

Attn: Candice P. Eubank

Re: Partial Assignment of
Oil & Gas Lease M-74151
3,192.06 acres out of
John P. Soles Survey, A-12,
Burleson County, Texas

Gentlemen:

The certified copy of Partial Assignment of Oil and Gas Lease, affecting the above captioned tract, has been filed in our records.

Your remittance of $319.21khas been applied as the 10¢ per acre transfer fee and the $5.00 remittance from Amoco Production has been applied as the filing fee due thereon.

Sincerely yours,

BOB ARMSTRONG

BY:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VCM/mr
xcs: Mr. Charles D. Ashworth
AMOCO PRODUCTION CO.
P. O. Box 3092
Houston, Texas 77001

L. J. Valigura
THE TEXAS A&M UNIVERSITY SYSTEM
College Station, Texas 77843

(22) F. 74151

CORRESPONDENCE FILE

To Getty Oil Co.

From

Dated 9-6-79

MINERAL ACCOUNTING
MEMORANDUM

(File in "B" File)

RE: M- 74151

Operator _____

Lease _____

County Burleson

Split from M-_____
which is
☐ Producing
☐ Nonproducing

		Date	Name
FROM:	Mineral Accounting	2-5-80	W Sapp
TO:	Exploration & Development		
TO:	Legal		

NONPRODUCING

___ Delay Rental Due On _____ Not Received

✓ Primary Term Expired 1-25-80

PRODUCING STATUS

OIL: No production reported from _____ (mo./year) through _____ (mo./year)

Oil Royalty Status: ☐ Due $_____ ☐ Royalty paid in full

Name _____

GAS: No production reported from _____ (mo./year) through _____ (mo./year)

Gas Royalty Status: ☐ Due $_____ ☐ Royalty paid in full

Name _____

RENTAL:

MAPS: No new location 2-6-80 cwf

(33) M-74151
Acty Memo
2-5-80

(33)

121

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

March 10, 1980

Ammex Petroleum Corporation
P. O. Box 10507
Midland, Texas 79702

ATTENTION: Myrna L. Morris

RE: Texas A & M "A" 1 A
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

In order for this office to properly complete our well determination records under the Natural Gas Policy Act of 1978, we request that you submit the following information concerning the subject well:

General Land Office State lease number *M-74151 B*
Railroad Commission Well ID No. *12678*

Please file this information at the earliest possible time.

Sincerely yours,

Charles F. Whitsel, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2855

PD/lsg

March 14, 1980

Per your request the two numbers are typed above.

Yours truly,

Mary Hunter

Mary Hunter
Secretary

(24)

M. F. 74151

CORRESPONDENCE FILE

TO

Ammex Petro

FROM

DATED 3-10-80 /sg

3-12-80

M-74151

AMMEX Petroleum Corporation

121

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

July 20, 1980

Mr. Lanvil Gilbert, Attorney
Energy Resources Department
General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

Re: Texas A&M Lease M-74151
GOC T. # 317063-002
Amoco #LPN L 552600
John P. Coles Survey, A-12
Foster's Store Area
Burleson County, Texas

Ammex #1 31000
#2 37000

Dear Mr. Gilbert:

This letter is to confirm our telephone conversation of this date with Mr. Max Werkenthin of your office concerning your letter dated July 23, 1980, addressed to Getty Oil Company regarding the captioned property.

As we discussed with Mr. Werkenthin, our company has drilled two wells on this acreage; the A&M "A" No. 1 which was potentialled January 15, 1980, and the A&M "A" No. 2 which was potentialled April 25, 1980. We drilled on this lease under a Farmout from Getty Oil Company and Amoco Production Company and our acreage is earned by drilling.

As of this date we have not received our assignment on either of the wells from Getty Oil and Amoco Production. It is our understanding that the assignments are now being prepared; however, our attorney has not prepared the Division Order Title Opinion, pending receipt of the assignment of our rights. We trust that we will have the assignment shortly and will be able to issue Division Orders in the near future.

As Mr. Werkenthin requested, we are enclosing copies of the Railroad Commission forms relative to drilling and completing the two wells, along with copies of the P-1 Forms, Producer's Monthly Report, for the period January-June, 1980 with crude oil purchase statements attached. We are also enclosing our production report log for July on these two wells. Neither of the wells have been gas connected and it will probably be some time before there is connection made to the wells.

We trust this letter and the enclosed material is sufficient to establish that this lease has been perpetuated by production; however, if your office does require additional information, please let us know.

Yours very truly,

AMMEX PETROLEUM CORPORATION

Myrna "Vickie" Morris
Secretary

Enclosures

cc: Getty Oil Company, Bellaire, Texas
NRG Exploration, Inc., Houston, Texas
Richard A. Shanks, Attorney at Law, Houston, Texas

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

M-74151

FORM W-2
Rev. 6/12/78

API NO. if Available

7. RRC District: 3

8. RRC Lease Number:

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Texas A&M "A"

9. Well Number: 1A

3. OPERATOR: Ammex Petroleum Corporation

10. County: Burleson

4. ADDRESS: Box 10507, Midland, Texas 79702

11. Purpose of Test
Initial Potential [X]
Retest [ ]
Reclass [ ]

5. If Operator has changed within last 60 days — — Give former Operator

6a. Location (Section, Block, and Survey): John P. Coles, A-12

6b. Distance and Direction to nearest town in this county.: 6 miles SW of Bryan

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					NA	1-15-80

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping – Size & Type of Pump)	18. Choke Size
1-15-80	24	Flowing	18/64

19. Production During Test Period	Oil – BBLS	Gas – MCF	Water – BBLS	Gas – Oil Ratio	Flowing Tubing Pressure
/////	165	100	10	6060	310 PSI
20. Calculated 24 Hour Rate /// /////	**Oil – BBLS** 165	**Gas – MCF** 100	**Water – BBLS** 10	**Oil Gravity – API – 60°** 48	**Casing Pressure** Pkr PSI

21. Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells): 55 bbls

23. Injection Gas–Oil Ratio: N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Jim Colter

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See remarks

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

H. C. Gray

Signature of Cementer or Authorized Representative

Halliburton

Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Jim Colter — REPRESENTATIVE OF COMPANY

Drlg. Eng. — TITLE

1-17-80 — DATE

Phone 915/684-5871 — A/C NUMBER

SECTION II DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

24. Type of Completion: New Well ☐ Deepening ☐ Plug Back XX Other ☐

25. Permit to Drill, Plug Back or Deepen — DATE 11-28-79 — PERMIT NO. 065122

Rule 37 Exception — CASE NO.

Water Injection Permit — PERMIT NO.

Salt Water Disposal Permit — PERMIT NO.

Other — PERMIT NO.

26. Notice of Intention to Drill this Well was filed in Name of: Ammex Petroleum Corporation

27. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 1

28. Total Number of Acres in this lease: 1392

29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 12-11-79; Completed 1-15-80

30. Distance to Nearest Well, Same Lease & Reservoir: none

31. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 2062 Feet From SW Line and 5044 Feet From NW Line of the Lease

32. Elevation (DF, RKB, RT, GR, ETC): 203'

33. Was Directional Survey Made Other Than Inclination (Form W-12)? ☐ Yes ☐ No NA

34. Top of Pay: 9077

35. Total Depth: 20,017

36. P. B. Depth: 9350

37. Surface Casing Determined by: Field Rules ☐ Recommendation of T.D.W.R. ☐ Dt. of Ltr. NA; Railroad Commission (Special) ☐ Dt. of Ltr.

38. Is Well Multiple Completion? No

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools X; Cable Tools

41. Name of Drilling Contractor: None

42. Is Cementing Affidavit Attached? ☐ Yes ☒ No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/ FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL cu. ft.
16"	NA	5800		H, 10799 sx	24	surface	15,371
10 3/4	NA	13,204	8000'	NA	14 /34	surface	NA
7 3/4	NA	6315		H, 980 sx	9 1/2	12406	1510

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set
3 1/2	8823	8823

46. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From	8956	To	9077
From		To	
From		To	
From		To	

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
8956-9073	100,000 gal & 200,000# sand

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Austin Chalk	8956		

REMARKS This is a re-entry of the Amoco Texas A&M "A"

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-
(Rev. 11-1-

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Wildcat	*2. RRC District: 3
*3. Operator: Amoco Production Company	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Texas A & M "A"	*6. Well Number: 1-A
*7. Location (Section, Block, and Survey): 15.255' FSWL and 19,012' FNWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	2-9-78					
*9. (a) Size of Drill Bit (inches)	24"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	16"					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	5800					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	High Temperature-Low Density Cement					
(b) In Second Slurry	Standard Class H, 35% Silica Flour, .3% HR-4					
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	6300					
(b) In Second Slurry	1000					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	7300					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.43					
(b) In Second Slurry	1.50					
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	9009					
(b) In Second Slurry	1500					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	10509					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	6021.65					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	No					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-
(Rev. 11-1-

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Wildcat	*2. RRC District: 3
*3. Operator: Amoco Production Company	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Texas A & M "A"	*6. Well Number: 1-A
*7. Location (Section, Block, and Survey): 18,256' FSL and 19,012' FWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	2-10-78					
*9. (a) Size of Drill Bit (inches)	24"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	16"					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	5800					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	High Temperature-Low Density Cement					
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	3400					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used	3400					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.43					
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	4862					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	4862					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	1807					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	Yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

RECEIVED
RAILROAD COMMISSION OF TEXAS
NOV 20 1978
O. G.

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)
– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

ILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form
(Rev. 1

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat) Wildcat	*2. RRC District 3
*3. Operator Amoco Production Company	*4. County Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Texas A & M "A"	*6. Well Number 1-A
*7. Location (Section, Block, and Survey) 15,256' FSWL and 19,012' FNWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	Intermediate CASING Topout	INTERMEDIATE CASING	PRODUCTION CASING Single String	PRODUCTION CASING Multiple Parallel Strings	MULTI-STAGE CEMENTING PROCE Tool	 Sho
8. Cementing Date	4-10-78					
*9. (a) Size of Drill Bit (inches)	14.75					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	10.75					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	13204					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	Standard Class H, 35% Silica Flour,.75%CFR-2.2%D-Air,1%B					1
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	225					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used	225					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	2.43					
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	546					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	546					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	Surface					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	Yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO.
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

RECEIVED
R. R. C. OF TEXAS
NOV 20 1978
O. C.

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)
– OVER –

signates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-
(Rev 11-1-

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat) Wildcat	*2. RRC District 3
*3. Operator Amoco Production Company	*4. County Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Texas A & M "A"	*6. Well Number 1-A
*7. Location (Section, Block, and Survey) 15.255' FSWL and 19.012' FWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date		8-12-78				
*9. (a) Size of Drill Bit (inches)		9-1/2"				
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)		7-3/4"				
*11. Top of Liner (if liner used) (ft.)		12406				
*12. Setting Depth of Casing (ft.)		18721				
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*		Std. Class H, 20% Silica Flour, 20% Oklahoma [illegible]				
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry		950				
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used		950				
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry		1.55				
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry		1510				
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)		1510				
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)		9225				
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)		No				

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
1-1-69

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Wildcat	*2. RRC District: 3
*3. Operator: Amoco Production Company	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Texas A & M "A"	*6. Well Number: 1-A
*7. Location (Section, Block, and Survey): 15,256' FSWL and 19,012' FNWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date						
*9. (a) Size of Drill Bit (inches)						
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)						
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)						
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*						
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used						
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)						
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)						
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)						

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date	10-12-78					
*20. Size of Hole or Pipe in which Plug Placed (inches)	7.56					
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)	17631					
22. Sacks of Cement Used (each plug)	100					
23. Slurry Volume Pumped (cu. ft.)	150					
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)	17114					

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form V

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Wildcat	*2. RRC District: 3
*3. Operator: Amoco Production Company	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Texas A&M "A"	*6. Well Number: 1-A
*7. Location (Section, Block, and Survey): 15,255' FSWL and 19,012' FNWL of John P. Coles Survey A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCES	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date						
*9. (a) Size of Drill Bit (inches)						
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)						
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)						
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*						
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used						
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)						
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)						
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)						

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date	10-15-78	10-16-78				
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)	12634	2867				
22. Sacks of Cement Used (each plug)	150	100				
23. Slurry Volume Pumped (cu. ft.)	228	118				
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)	12065	2625				

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

M-74151

M-74151

FORM W

API NO. If Available

7. RRC District: 3

8. RRC Lease No.

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Texas A&M "A"

9. Well Number: 1A

3. OPERATOR: Amanex Petroleum Corporation

10. County: Burleson

4. ADDRESS: Box 10507, Midland, Texas 79702

11. Purpose of Test: Initial Potential / Retest / Reclass

5. If Operator has changed within last 60 days — Give former Operator

6a. Location (Section, Block, and Survey): John P. Coles, A-12

6b. Distance and Direction to nearest town in this county.: 6 miles SW of Bryan

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - G Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					NA	1-15-80

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jeting, Pumping - Size & Type of Pump)	18. Choke Size
1-15-80	24	Flowing	18/64

19. Production During Test Period /////	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
	165	100	10	6060	310
20. Calculated 24 Hour Rate ///// /////	**Oil - BBLS**	**Gas - MCF**	**Water - BBLS**	**Oil Gravity - API - 60°**	**Casing Pressure**
	165	100	10	48	Pkr

21. Was Swab Used During this Test? Yes ☐ No ☒

22. Oil Produced Prior to Test (New & Reworked Wells): 55 bbls

23. Injection Gas-Oil Ratio: N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, which production was run during duration of this test.

Jim Colter

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See remarks

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

H C Gray

Signature of Cementer or Authorized Representative

Halliburton

Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Jim Colter	Drlg. Eng.	1-17-80	Phone 915/684-5871
REPRESENTATIVE OF COMPANY	TITLE	DATE	A/C NUMBER

(25) 1-4415 Plug Back Completion
Well #1-A Eff. 7-21-80
Held by Accounting
Dir. to Date

SECTION 1 DATA ON WELL COMPLETION AND LOG (Not Required on Gas Well)

24. Type of Completion: New Well ☐ Deepening ☐ Plug Back XX Other ☐

25. Permit to Drill, Plug Back or Deepen 11-28-79 DATE | 05122 PERMIT NO

Rule 37 Exception CASE NO

Water Injection Permit PERMIT NO

Salt Water Disposal Permit PERMIT NO

Other PERMIT NO

26. Name of Operator as it appears on Drilling Permit under which this Well was filed in Name of

Amoco Petroleum Corporation

27. Number of Producing Wells on this Lease in this Field/Reservoir including this Well: 1

28. Total Number of Acres in this lease: 1392

29. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 12-11-79 | Completed 1-15-80

30. Distance to Nearest Well, Same Lease & Reservoir: none

31. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 2062 Feet From SW Line and 5044 Feet From NW Line of the Lease

32. Elevation (DF, RKB, RT, GR, ETC): 203'

33. Was Directional Survey Made Other Than Inclination (Form W-12)? ☐ Yes ☐ No NA

34. Top of Pay	35. Total Depth	36. P. B. Depth	37. Surface Casing Determined by:
9077	20,017	9350	Field Rules ☐ Recommendation of T.D.W.R. ☐ Dt. of Ltr. NA; Railroad Commission (Special) ☐ Dt. of Ltr.

38. Is Well Multiple Completion? No

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools X | Cable Tools

41. Name of Drilling Contractor: None

42. Is Cementing Affidavit Attached? ☐ Yes ☒ No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT#/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VO cu. ft.
16"	NA	5800		H, 10799 sx	24	surface	15,371
10 3/4	NA	13,204	8000'	NA	14 /34	surface	NA
7 3/4	NA	6315		H, 980 sx	9 1/2	12406	1510

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set
3 1/2	8823	8823

46. Producing Interval (this completion) indicate Depth of Perforation or Open Hol

From	8956	To	9077
From		To	
From		To	
From		To	

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
8956-9073	100,000 gal & 200,000# sand

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Austin Chalk	8956		

REMARKS This is a re-entry of the Amoco Texas A&M "A"

M-74151

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-2
Rev. 6/12/78

API NO. if Available

7. RRC District: 3

8. RRC Lease Number:

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Texas A&M "A"

9. Well Number: 1A

3. OPERATOR: Ammex Petroleum Corporation

10. County: Burleson

4. ADDRESS: Box 10507, Midland, Texas 79702

11. Purpose of Test
Initial Potential [X]
Retest [ ]
Reclass [ ]

5. If Operator has changed within last 60 days -- Give former Operator

6a. Location (Section, Block, and Survey): John P. Coles, A-12

6b. Distance and Direction to nearest town in this county.: 6 miles SW of Bryan

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					NA	1-15-80

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jeting, Pumping - Size & Type of Pump)	18. Choke Size
1-15-80	24	Flowing	18/64

	19. Production During Test Period /////	20. Calculated 24 Hour Rate /////
Oil - BBLS	165	165
Gas - MCF	100	100
Water - BBLS	10	10
Gas - Oil Ratio	6060	
Oil Gravity - API - 60°		48
Flowing Tubing Pressure	310 PSI	
Casing Pressure		Pkr PSI

21. Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells): 55 bbls

23. Injection Gas-Oil Ratio: N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Jim Colter — Jim Colter
Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

See remarks
Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

H C Gray — Halliburton
Signature of Cementer or Authorized Representative — Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Jim Colter — Drlg. Eng. — 1-17-80 — Phone 915/684-5871
REPRESENTATIVE OF COMPANY — TITLE — DATE — A/C NUMBER

SECTION II DATA WELL COMPLETION AND LOG (Not Required & ..etest)

24. Type of Completion: New Well ☐ Deepening ☐ Plug Back XX Other ☐

25. Permit to Drill, Plug Back or Deepen — DATE: 11-28-79 — PERMIT NO.: 065122

Rule 37 Exception — CASE NO.

Water Injection Permit — PERMIT NO.

Salt Water Disposal Permit — PERMIT NO.

Other — PERMIT NO.

26. Notice of Intention to Drill this Well was filed in Name of: Ammex Petroleum Corporation

27. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 1

28. Total Number of Acres in this lease: 1392

29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 12-11-79; Completed 1-15-80

30. Distance to Nearest Well, Same Lease & Reservoir: none

31. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 2062 Feet From SW Line and 5044 Feet From NW Line of the Lease

32. Elevation (DF, RKB, RT, GR, ETC): 203'

33. Was Directional Survey Made Other Than Inclination (Form W-12)? ☐ Yes ☐ No NA

34. Top of Pay: 9077

35. Total Depth: 20,017

36. P. B. Depth: 9350

37. Surface Casing Determined by: Field Rules ☐ Recommendation of T.D.W.R. ☐ Dt. of Ltr. NA; Railroad Commission (Special) ☐ Dt. of Ltr.

38. Is Well Multiple Completion? No

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O, Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools X; Cable Tools

41. Name of Drilling Contractor: None

42. Is Cementing Affidavit Attached? ☐ Yes ☒ No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT#/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
16"	NA	5800		H, 10799 sx	24	surface	15,371
10 3/4	NA	13,204	8000'	NA	14 /34	surface	NA
7 3/4	NA	6315		H, 980 sx	9 1/2	12406	1510

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set
3 1/2	8823	8823

46. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From	8956	To	9077
From		To	
From		To	
From		To	

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
8956-9073	100,000 gal & 200,000# sand

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Austin Chalk	8956		

REMARKS: This is a re-entry of the Amoco Texas A&M "A"

Facsimile Transmission

Addressee's Telecopier Phone	Date	Page
	1/25/80	1 of 1

To: Name	Company	Location	Mail Code/Room
D. M. BASINGER	AMOCO	SWEENY	
From: Name	**Company**	**Location**	**Mail Code/Room**
J. H. THARP 6525664	AMOCO	HOUSTON	

RE: TEXAS A&M "A" WELL NO. 1-A

AMMEX PETROLEUM CORPORATION TOOK A FARMOUT ON THE SUBJECT ACREAGE RE-ENTERING THE A&M WELL AND MADE A SUCCESSFUL COMPLETION AT 9077' WITH A PLUGBACK DEPTH OF 9350'. BASED ON A 24 HOUR POTENTIAL DATE 1/15/80, THE WELL FLOWED 165 BBL OF OIL 100 MCF AND 10 BBLS BSW WITH A FLOWING TUBING PRESSURE OF 310 PSI. WE HAVE RECEIVED EXPLORATION'S APPROVAL, MR. GEORGE ANDERSON, TO FURNISH AMMEX THE DEVIATION REPORT TO SUPPORT THEIR COMPLETION. AMMEX HAS REQUESTED AS A FAVOR TO EXPEDITE RECEIVING AN ALLOWABLE ON THIS WELL THAT THE DEVIATION REPORT BE MAILED DIRECTLY TO THE RAILROAD COMMISSION OF TEXAS AT P. O. DRAWER 12967, AUSTIN, TEXAS 78711, ATTENTION: MR. JOE HERNANDEZ WITH A CARBON COPY TO AMMEX PETROLEUM CORPORATION, BOX 10507, MIDLAND, TEXAS 79702, MAKING REFERENCE TO THE FACT THAT THIS IS TO SUPPORT THE FORM W-2 SUBMITTED BY AMMEX PETROLEUM CORPORATION FOR THEIR TEXAS A&M "A" WELL NO. 1-A TESTED ON 1/15/80 LOCATED IN THE GIDDINGS (AUSTIN CHALK) FIELD.

J. H. Tharp

J. H. THARP

CC: BY MAIL

AMMEX PETROLEUM CORPORATION
BOX 10507
MIDLAND, TEXAS 79702



Form P – 8

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

REQUEST FOR CLEARANCE		7. RRC District 03
1. FIELD NAME (as per RRC Records or Wildcat) Giddings (Austin Chalk)	2. LEASE NAME Texas A&M "A"	8. RRC Identification #
3. OPERATOR Ammex Petroleum Corporation		9. Well Number 1A
4. ADDRESS Box 10507 Midland, TX 79702		10. County Burleson
5. PIPE LINE CONNECTION n/a	6. DATE January 16, 1980	11. Barrels Requested 1300

Previous Requests (date) none Amount ..... Granted (date) .....

Reasons For This Request Movement of oil prior to potential test. Still flowing back frac water at a ratio of 60% oil to 40% water. Tanks are near capacity.

Well Will Be Completed With rotary (ROTARY or CABLE TOOLS) Avrg. Drilling Time Of ..... (HOURS)

Pay Zone ..... Usual Method of Completion frac & acidize (SHOOTING or ACIDIZING)

Average Clean Out Time in Case of Shooting .....

Average Amount Oil Produced in Cleaning Formation of Acid Residue 1300 (BARRELS)

Storage Capacity of Battery This Well Connected To two (2) 436 barrel tanks Number of Wells Connected to This Battery 1 With Total Daily Allowable Of not yet potentialed

Average Potential of Offset Wells ..... If Granted We Will Close Well In Until Overproduction Is Made Up.

agent (SIGNATURE OF APPLICANT) TELEPHONE 915-684-5871 (Area Code Number)

THIS SPACE RESERVED FOR DISTRICT OFFICE

Duration Of Potential Test In This Field ..... Remarks .....

..... Barrels Recommended .....

..... (DISTRICT DIRECTOR)

THIS SPACE FOR AUSTIN OFFICE

..... (APPROVED or DENIED) ..... (DATE) ..... (SIGNATURE)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form P-4
Rev. 3/1/77

Producer's Certificate of Compliance and Authorization to Transport Oil and/or Casinghead Gas From an Oil Lease or Gas and/or Condensate from a Gas Well.

RRC District: 03

RRC Oil Lease No.: 12678

Field Name (as per RRC records): Giddings (Austin Chalk)

RRC Gas Well Ident. No.:

Lease Name: Texas A&M "A"

Gas Well No.:

Operator Name: Annex Petroleum Corporation

Effective Date: January 16, 1980

Address: Box 10507

County: Burleson

City, State, Zip Code: Midland, TX 79702

Survey: John P. Coles A-12

GAS GATHERER, PURCHASER, AND NOMINATOR

NOTE: The names of all three of the above must be furnished for all gas sold.

Name: Clajon Gas Company Address: Box 1668 City, State, Zip Code: Ft. Stockton, TX 79735	RRC USE ONLY 100 % of the	INDICATE MARKET: ☐ Interstate ☒ Intrastate ☐ Gas Well Gas ☐ Full Well Stream ☒ Casinghead Gas	☒ Gatherer ☒ Purchaser ☒ Nominator
Name: Address: City, State, Zip Code:	RRC USE ONLY % of the	INDICATE MARKET: ☐ Interstate ☐ Intrastate ☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator
Name: Address: Zip Code:	RRC USE ONLY % of the	INDICATE MARKET: ☐ Interstate ☐ Intrastate ☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator

OIL OR CONDENSATE GATHERER

Name: Koch Oil Company Address: Box 2256 City, State, Zip Code: Wichita, KS 67201	RRC USE ONLY 100 % of the	☒ Oil ☐ Condensate
Name: Address: City, State, Zip Code:	RRC USE ONLY % of the	☐ Oil ☐ Condensate

INDICATE PURPOSE OF FILING

☒ New Oil Lease or Gas Well. Form W-1 (Application for Permit to Drill, Deepen or Plug Back) filed in the name of: Annex Petroleum Corporation (Operator) Texas A&M "A" (Lease)

☐ Change of Gatherer ☐ Change of Purchaser ☐ Change of Nominator

☐ Change field name from _____

☐ Change operator name from _____

☐ Change lease name from _____

☐ Consolidation or subdivision of lease (Attachments required - - See instructions.)

Previous Form P-4 approval date if filed (or prior SW-1 number) _____ (mo. day yr.), _____ (SW-1 Number or Date)

REMARKS: _____

FOR RRC USE ONLY

Field No.:

Operator No.:

Approved: J. C. Bouldin JAN 31 1980

AUTHORIZATION BY CURRENT OPERATOR

The undersigned certifies that the above agent is authorized to transport the above specified percentage of the allowable oil or gas produced from the above described property in accordance with the regulations of the Railroad Commission of Texas, and that this authorization will be valid until further notice or until cancelled by the Railroad Commission of Texas, and the undersigned further certifies that the conservation laws of the State of Texas and all rules, regulations, and orders of the Railroad Commission of Texas have been complied with in respect to the property covered by this report.

1-16-80 (Date) | [signature] (Signature) | Agent (Title) | 915-684-5871 (Area Code & Telephone No.)

OPERATOR NAME CHANGE (Acknowledgment required on changes of operator.)

The undersigned, being the previous operator, has transferred operating responsibility on the above property.

Previous Operator _____ Signature _____

Address _____ Title _____

City, State & Zip Code _____ Date _____ Area Code & Telephone No. _____

RECEIVED R. R. C. OF TEXAS JAN 21 1980 O. G. HOUSTON, TEXAS

If there are additional gatherers, purchasers, or nominators, check here ☐ and use reverse side of this form.

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

OIL ALLOWABLE SUPPLEMENT

The allowables set forth supersede all previous allowables set for this well or wells irrespective of the manner in which such previous allowables were set, unless otherwise noted under "Remarks."

This instrument constitutes authority for the purchaser or gatherer of oil produced from this well or wells, to take the allowable production accumulating or accumulated from the effective date shown until the issuance of a new schedule in which the allowable for this well or wells will be included. The presentation of this instrument, to the operator owning such well, will be authority for the movement of such accumulated production.

OPERATOR	GATHERER
AMMEX PETROLEUM CORPORATION	KOCH OIL COMPANY
BOX 164	BOX 1558
MIDLAND TX 79701	BRECKENRIDGE TX 76024

DIST. NO.	FIELD NAME	FIELD NUMBER	COUNTY NAME	DATE OF ISSUANCE
03	GIDDINGS (AUSTIN CHALK)	34733500	BURLESON	02/01/80

LEASE NO.	LEASE NAME	WELL NUMBER	RECORD NO.	MULTI-WELL: PRODUCING	MULTI-WELL: INJECTION	MULTI-WELL: SHUT-IN	SUPPLEMENT NO.
12678	TEXAS A&M -A-	1A					8380

MONTH AND YEAR		DAILY: FIRST OF MONTH	SYMBOL	DAILY: SUPPLEMENTAL	SYMBOL	DAY	DAILY: SUPPLEMENTAL	SYMBOL	DAY	EX. TRAN TO WELL	MONTHLY: WELL (S)	MONTHLY: CHANGE	MONTHLY: LEASE TOTAL
01/80	OIL ALLOW	-0-		165	#	15					2805	+2805	2805
	GAS LIMIT	-0-		656							11152	+11152	11152
02/80	OIL ALLOW	165	#								4785	+4785	4785
	GAS LIMIT	656									19024	+19024	19024
	OIL ALLOW												
	GAS LIMIT												

REMARKS:

NEW LSE & WELL

OPERATOR COPY

NOTE: Oil Allowables and Gas Limits include transfer amounts, except Exempt Transfer when shown.

By order of the Railroad Commission of Texas

SEND INQUIRIES TO: DIRECTOR, PRODUCTION and PRORATION
Oil and Gas Division

09-12-2

RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

OIL ALLOWABLE SUPPLEMENT

The allowables set forth supersede all previous allowables set for this well or wells irrespective of the manner in which such previous allowables were set, unless otherwise noted under "Remarks."

This instrument constitutes authority for the purchaser or gatherer of oil produced from this well or wells, to take the allowable production accumulating or accumulated from the effective date shown until the issuance of a new schedule in which the allowable for this well or wells will be included. The presentation of this instrument, to the operator owning such well, will be authority for the movement of such accumulated production.

OPERATOR	GATHERER
AMMEX PETROLEUM CORPORATION	KOCH OIL COMPANY
P O BOX 10507	P O BOX 2256
MIDLAND TX 79702	WICHITA KS 67201

DIST. NO.	FIELD NAME	FIELD NUMBER	COUNTY NAME	DATE OF ISSUANCE
03	GIDDINGS (AUSTIN CHALK)	34733500	BURLESON	05/06/80

LEASE NO.	LEASE NAME	WELL NUMBER	RECORD NO.	MULTI-WELL			SUPPLEMENT NO.
				PRODUCING	INJECTION	SHUT-IN	
12678	TEXAS A&M -A-	2					10324

MONTH AND YEAR		DAILY								MONTHLY		
		FIRST OF MONTH	SYMBOL	SUPPLEMENTAL	SYMBOL	DAY	SUPPLEMENTAL	SYMBOL	DAY	EX. TRAN TO WELL	WELL (S)	CHANGE	LEASE TOTAL
04/80	OIL ALLOW	-0-		328		23					2624	+2624	7574
	GAS LIMIT	-0-		656							5248	+5248	24928
05/80	OIL ALLOW	328									10168	+10168	15283
	GAS LIMIT	656									20336	+20336	40672
	OIL ALLOW												
	GAS LIMIT												

REMARKS:

NEW WELL

OPERATOR COPY

NOTE: Oil Allowables and Gas Limits include transfer amounts, except Exempt Transfer when shown.

By order of the Railroad Commission of Texas

SEND INQUIRIES TO: DIRECTOR, PRODUCTION and PRORATION
Oil and Gas Division

09-12-2

(25)

M. F. 74151
WELL # 1-A COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 7-21-80 (MRG) BY EF (5-26-82)

(Ammex Well # 1-A is re-entry of Amoco Well #2 on the Tex. A+M "A" lease.

5-31-80

July 23, 1980

Getty Oil Company
6750 West Loop South
Suite 500
Belaire, Texas 77401

Attention: Southern Exploration and Production Division

RE: Texas A&M Lease M-74151
GOC T. #317063-002
Amoco #LPN L 552600
John P. Coles Survey, A-12
Foster's Store Area
Burleson County, Texas

Gentlemen:

The primary term of the captioned lease ended on January 25, 1980. According to the records of this office this lease has not been extended under Provision 2 of the lease, and the lease is not being perpetuated by production nor by the payment of shut-in gas royalties. This office has received no rentals or royalties since the rental payment of November 9, 1978. From the records of this office it appears that the captioned lease has expired. If you have knowledge of facts which would prove otherwise, please contact this office at once. If we have had no response within ten days we shall regard the lease as expired.

Yours very truly,

Bob Armstrong

By: Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749

cc: Amoco Production Company
P. O. Box 3092
Houston, Texas 77001

(26)

M. F. 74151
CORRESPONDENCE FILE
To Getty Oil Co.
From
Dated 7-23-80

MEMORANDUM

TO: Lanvil Gilbert

RE: M-74151 (Texas A&M lease)

DATE: 7-29-80

FROM: Max Werkenthin

Ms. Vickie Morris from Ammex Petroleum phoned for Lanvil Gilbert in response to his ltr. of 7-23-80.

She said that Ammex had taken a farm-out from Getty on an earn-by-drilling basis, & they have completed 2 wells on this lease:

(1) re-entered old Amoco-Getty #1A well (potentialed 1-15-80)
(2) drilled new well #2A (potentialed (4-25-80)

These are both oil wells, making a small amt. of gas. Oil being sold to Koch, gas to Clayjon, but not hooked up for gas sales yet.

The reason they've not paid any royalty yet is that the title work has not yet been completed.

She offered to send the confirming information & documents which I requested by Federal Express, but I told her that was not necessary. They will send us copies of all pertinent RRC forms, etc, and an exploration & lease status, by regular mail.

I told her that penalty would be due on the delinquent royalty & we would send her MA's & an instruction booklet.

Max Werkenthin

26 A

M. F. 74151
CORRESPONDENCE FILE
To PHONE MEMO

From

Dated 7-29-80

July 29, 1980

Anmex Petroleum Company
P. O. Box 10507
Midland, Texas 79702

Attention: Ms. Vickie Morris

RE: Texas A&M Lease M-74151
(GOC T#317063-002)
(Amoco #LPN L 552600)
John P. Coles Survey, A-12
Foster's Store Area
Burleson County, Texas

Dear Ms. Morris:

Thank you for your telephone response to Mr. Lanvil Gilbert's letter of July 23rd inquiring about the status of the captioned lease.

We will appreciate your confirmation by letter of the information which you related to me over the telephone concerning the completion and production of the wells on this lease.

Enclosed are copies of the Oil and Gas Report forms (which should be filed monthly with the General Land Office), along with instructions on reporting and payment of royalties.

If you have any questions, feel free to call and we will be glad to assist you.

Sincerely yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosures:

(27)

M. F. 74151
CORRESPONDENCE FILE

To Ammex Petro

From

Dated 7-29-80



AMMEX PETROLEM CORP.
P. O. BOX 10507
MIDLAND, TEXAS 79702
(915) 684-5871

To: MR. LANVIL GILBERT, ATTORNEY
ENERGY RESOURCES DEPARTMENT
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVENUE
AUSTIN, TEXAS 78701

FIRST CLASS MAIL

Form P – 8

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

REQUEST FOR CLEARANCE		7. RRC District 3
1. FIELD NAME (as per RRC Records or Wildcat) Giddings (Austin Chalk)	2. LEASE NAME Texas A&M "A"	8. RRC Identification # 12678
3. OPERATOR Ammex Petroleum Corporation		9. Well Number 2
4. ADDRESS P.O. Box 10507, Midland, Tx. 79702		10. County Burleson
5. PIPE LINE CONNECTION Koch Oil Company	6. DATE April 23, 1980	11. Barrels Requested 1300

Previous Requests (date) none Amount ..... Granted (date) .....

Reasons For This Request Movement of oil prior to potential test

Well Will Be Completed With rotary (ROTARY or CABLE TOOLS) Avrg. Drilling Time Of ..... (HOURS)

Pay Zone ..... Usual Method of Completion frac/acidize (SHOOTING or ACIDIZING)

Average Clean Out Time in Case of Shooting .....

Average Amount Oil Produced in Cleaning Formation of Acid Residue 1300 (BARRELS)

Storage Capacity of Battery This Well Connected To two (2) 436 bbl tanks Number of Wells Connected to This Battery 1 With Total Daily Allowable Of Not yet potentialed

Average Potential of Offset Wells ..... If Granted We Will Close Well In Until Overproduction Is Made Up.

Mary Hunter (SIGNATURE OF APPLICANT) TELEPHONE 915/684-5871 (Area Code / Number)

THIS SPACE RESERVED FOR DISTRICT OFFICE

Duration Of Potential Test In This Field ..... Remarks .....

..... Barrels Recommended .....

..... (DISTRICT DIRECTOR)

THIS SPACE FOR AUSTIN OFFICE

..... (APPROVED or DENIED) ..... (DATE) ..... (SIGNATURE)

AMMEX PETROLEUM CORPORATION

Lease & Well No. A & M #2

DAILY PRODUCTION REPORT LOG

JULY, 19 80

TUBING PRESSURE	CASING PRESSURE	BOTTOM HOLE PRESSURE	BUILD-UP PRESSURE	CHOKE SIZE	PRODUCTION			G.O.R.	PUMP SIZE	STROKE LENGTH	S.P.M.	REMARKS
					OIL BBL.	WTR. BBL.	GAS MCF					
150				20/64	34.07	8.0						
150				"	31.80	6.0						
150				"	31.80	8.0						
160				"	31.80	7.0						
150				"	34.07	10.0						
150				"	36.34	8.0						
150				"	34.07	7.0						
150				"	34.07	8.0						
150				"	34.07	7.0						
160				"	34.07	7.0						
160				"	31.80	8.0						
150				"	34.07	-0-						
150				"	34.08	8.0						
"				"	31.80	5.0						
"				"	31.80	8.0						
"				"	34.07	7.0						
"				"	31.76	5.0						
100				"	31.76	7.0						
150				"	34.07	8.0						
"				"	34.07	7.0						
"				"	34.07	7.0						
"				"	34.07	8.0						
"				"	31.78	5.0						
"				"	36.32	7.0						
"				"	31.78	7.0						
125				"	34.07	5.0						
140				"	31.78	7.0						
125				"	34.05	7.0						
	SUB TOTALS TO DATE				933.36	192.0						

← TOTAL

AMMEX PETROLEUM CORPORATION

Lease & Well No. A+M #1

DAILY PRODUCTION REPORT LOG

JULY, 1980

TUBING PRESSURE	CASING PRESSURE	BOTTOM HOLE PRESSURE	BUILD-UP PRESSURE	CHOKE SIZE	PRODUCTION			G.O.R.	PUMP SIZE	STROKE LENGTH	S.P.M.	REMARKS
					OIL BBL.	WTR. BBL.	GAS MCF					
200				12/64	9.09	2.0						
275				"	15.90	2.0						
165				"	11.36	3.0						
150				"	11.36	2.0						
150				"	13.63	2.0						
200				"	11.36	2.0						
150				"	9.09	2.0						
150				"	11.36	-0-						
125				"	11.36	"						
125				"	9.09	2.0						
175				"	11.36	-0-						
175				"	11.36	-0-						
150				"	11.36	-0-						
"				"	11.36	"						
"				"	11.36	3.0						
200				"	11.36	2.0						
170				"	13.63	2.0						
185				"	11.36	2.0						
150				"	11.36	3.0						
175				"	13.63	-0-						
160				"	11.36	2.0						
150				"	9.09	2.0						
125				"	11.36	2.0						
"				"	9.09	2.0						
"				"	11.36	-0-						
160				"	9.09	2.0						
170				"	11.36	2.0						
175				"	11.36	3.0						
	SUB TOTALS TO DATE				315.81	44.0						

← TOTAL

PRODUCER'S MONTHLY REPORT
OF OIL WELLS
(Crude Oil and Casinghead Gas)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CORRECTED REPORT ☐ FORM P-1 (REV. 4-1-71)

Operator Ammex Petroleum, Inc.
Address Box 10507 Midland, TX 79702

Month June, 19 80
RRC District 3
Page Number 1

FIELD / LEASE / GATHERER OF CRUDE (NAME OR CODE) 1	RRC Lease Number 2	Commingled Permit Number 3	No. of Prod. Wells 4 Flowing	No. of Prod. Wells 4 Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month 5	Production 6	Disposition: Pipeline 7	Disposition: Other 8	Disposition: Code	On Hand End of Month 9	Monthly Allowable 10	Accumulated Overage 11	GAS -- m.c.f.: Formation Production 12	Gas Lift Gas Injected 13	Vented or Flared 14
GIDDINGS (Austin Chalk)															
Texas A&M	12678		2		434	1397		1359	1	472	14790		150		
Birch Creek Ranch	12330		2		313	21746		20774	1	1285	19680	2066	11371		
Bracewell	12657		1		456	952		1017	1	391	9840		4959		
Carolina	12671		1		248	11252		10894	1	606	14760		9784		
Fancy	12433		1		61	91		-0-		152	900		50		
Jane	12689		1		538	7584		7530	1	592	11370		14199		
Jennifer Ann	13076		1		-0-	2339		-0-		2339	P-8	2339	40		
Karen	13049		1		-0-	1459		1187	1	272	P-8	1459	75		
Kubena	12182			1	592	93		-0-		685	150		75		
Linda Unit	12513		1		257	6583		6470	1	370	8700		16785		
Lehmann	12733		1		270	742		629	1	383	3060		600		525
Mamie	12449			1	98	-0-		-0-		98	5190		<1		
Mary "B"	12482		1		458	4654		4318	1	794	9900		23713		
Massey Graves	12527		2		672	9057		8222	1	1507	19680		10833		
Muther	12966		1		288	554		384	1	458	990	209	75		
Nan	12750		1		454	1251		1414	1	291	9840		2244		
Nancy J	12967		1		168	211		-0-		379	1080		<1		
Neimann	12784		1		570	2012		2164	1	418	9840		4530		
Nick	13025		1		-0-	5409		5078	1	331	4920	489	75		
Renee	12925		1		313	2673		2586	1	400	7920		2100		2025
Sandra	12859		1		536	982		1182	1	336	9840		9885		
Sharon	12812		1		527	2647		2849	1	325	9840		700		625
Simek	11962			1	331	102		-0-		433	4500		1		
Smith, Harvey W.	12337		3		760	4801		4753	1	808	22270		4329		
Susie			1		-0-	1411		595	1	816	P-8	1411	75		
Vickie Unit	12656		1		116	75		-0-		191	600		88		13
Victorick	12277			1	257	527		607	1	177	3300		70		
Waldeck			1		-0-	830		374	1	456	P-8	830	75		
Koch Oil Co.													116883		3188

DISPOSITION CODES
1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than 5 bbls.)
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e.—stock adjustment, lease use, road oil etc.)
8. Skim Oil (Form P-18 Allocation)
9. Scrubber Oil (Form GP-1 Allocation)

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 _____
Date _____ Title _____
Telephone No. _____ (Area Code) _____ (Number)

KOCH OIL COMPANY
Division of Koch Industries, Inc.

Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 06/30/80

0089550 LEASE NO. 0089550
036775A

REGULAR
CRUDE

OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000012678
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
06/05/80	1	00000 1436	113471	TK	204.93	48.7	6.7100	1,375.08
06/21/80	1	00000 1571	113472	TK	189.22	49.0	6.7100	1,269.67
* TOTAL CEILING					394.15 *			2,644.75 *
06/30/80	DIFFERENTIAL-NEWLY DISC				394.15		32.7900	12,924.18
* TOTAL GROSS					394.15 *			15,568.93 *
REGULATION TAX		AT RATE	.0018750	EFFECTIVE	01/01/71			.74
GROSS PRODUCTION TAX		AT RATE	.0460000	EFFECTIVE	01/01/71			716.17

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

394.15
NET BARRELS

14,852.02
NET VALUE

09.12.2

KOCH OIL COMPANY
Division of Koch Industries, Inc.

Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES
MONTH ENDING 06/30/80

REGULAR
CRUDE

0089555 LEASE NO. 0089555
036775A
OPERATOR: AMMEX PETROLEUM CORP.
LEASE: #2 TEXAS A&M "A"
DESCRIPTION: 03-00000000
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:
KOCH - 1ST PURCHASER

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
06/21/80	1	00000 1570	113684	TK	188.89	46.2	6.7100	1,267.45
06/29/80	1	00000 1639	113683	TK	215.33	47.9	6.7100	1,444.86
* TOTAL CEILING					963.92 *			6,467.92 *
06/30/80	DIFFERENTIAL-NEWLY DISC				964.53		32.7900	31,626.94
* TOTAL GROSS					963.92 *			38,094.86 *
GROSS PRODUCTION TAX AT RATE .0460000 EFFECTIVE 01/01/71								1,752.36
REGULATION TAX AT RATE .0018750 EFFECTIVE 01/01/71								1.81

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

963.92	36,340.69
NET BARRELS	NET VALUE

09.15.2

KOCH OIL COMPANY
Division of Koch Industries, Inc.
Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES
MONTH ENDING 06/30/80

REGULAR
CRUDE

0089555 LEASE NO. 0089555
036775A
OPERATOR: AMMEX PETROLEUM CORP.
LEASE: #2 TEXAS A&M "A"
DESCRIPTION: 03 000000000
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:
KOCH - 1ST PURCHASER

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
05/05/80	3	00000 0000	113683	TK	219.36-	43.8	6.6600	1,460.94-
05/05/80	4	00000 0000	113683	TK	219.54	43.8	6.6600	1,462.14
05/10/80	3	00000 0000	113684	TK	216.36-	44.9	6.6600	1,440.96-
05/10/80	4	00000 0000	113684	TK	216.17	44.9	6.6600	1,439.69
05/12/80	3	00000 0000	113683	TK	218.32-	44.9	6.6600	1,454.01-
05/12/80	4	00000 0000	113683	TK	218.40	44.9	6.6600	1,454.54
05/14/80	3	00000 0000	113684	TK	207.40-	44.8	6.6600	1,381.28-
05/14/80	4	00000 0000	113684	TK	207.18	44.8	6.6600	1,379.82
05/15/80	3	00000 0000	113683	TK	207.51-	44.9	6.6600	1,382.02-
05/15/80	4	00000 0000	113683	TK	207.34	44.9	6.6600	1,380.88
05/19/80	3	00000 0000	113684	TK	214.39-	44.9	6.6600	1,427.84-
05/19/80	4	00000 0000	113684	TK	213.95	44.9	6.6600	1,424.91
05/24/80	3	00000 0000	113683	TK	208.46-	46.4	6.6600	1,388.34-
05/24/80	4	00000 0000	113683	TK	208.50	46.4	6.6600	1,388.61
05/29/80	3	00000 0000	113684	TK	218.12-	46.7	6.6600	1,452.68-
05/29/80	4	00000 0000	113684	TK	218.23	46.7	6.6600	1,453.41
06/02/80	1	00000 1416	113683	TK	191.52	45.5	6.7100	1,285.10
06/07/80	1	00000 1456	113684	TK	179.53	46.7	6.7100	1,204.65
06/15/80	1	00000 1518	113683	TK	189.26	47.5	6.7100	1,269.93

ENTRY CODE ▶ 1 COMPLETED RUN 2 ESTIMATED RUN 3 READS 4 SHOULD READ 5 LISTED IN ERROR 6 OMITTED IN ERROR 7 FRAC OIL CREDIT 8 FRAC OIL TRUCKING 9 MISC

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

NET BARRELS

NET VALUE

PRODUCER'S MONTHLY REPORT
OF OIL WELLS
(Crude Oil and Casinghead Gas)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CORRECTED REPORT ☐

FORM P-1
(REV. 4-1-71)

Operator Ammex Petroleum, Inc. (formerly Ammex Petroleum Corporation)
Address Box 10507 Midland, TX 79702

Month May, 1980
RRC District 3
Page Number 1

FIELD / LEASE / GATHERER OF CRUDE (NAME OR CODE) 1	RRC Lease Number 2	Commingled Permit Number 3	No. of Prod. Wells 4 Flowing	No. of Prod. Wells 4 Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month 5	Production 6	Disposition: Pipeline 7	Disposition: Other 8	Disposition: Code	On Hand End of Month 9	Monthly Allowable 10	Accumulated Overage 11	GAS -- m.c.f.: Formation Production 12	Gas Lift Gas Injected 13	Vented or Flared 14
GIDDINGS (Austin Chalk)															
Birch Creek Ranch	12330		2		572	9570		9829	1	313	11152		11,111		
Bracewell	12657		1		692	770		1006	1	456	10168		5,234		
Carolina	12671		1		116	8075		7943	1	248	15252		19,423		
Fancy	12433		1		170	99		208	1	61	930		50		
Jane	12689		1		592	8193		8247	1	538	11749		14,296		
Kubena	12182			1	483	109		-0-		592	155		75		
Lehmann	12733		1		379	658		767	1	270	3162		600		525
Linda Unit	12513				567	7125		7435	1	257	8990		17,590		
Mamie	12449		1		456	12		370	1	98	5363		10		
Mary "B"	12482		1		526	5316		5384	1	458	10230		29,085		
Massey-Graves	12527		2		1148	10128		10604	1	672	20336		7,057		
Muther Unit	12966		1		-0-	876		588	1	288	231	57	75		
Nan	12750		1		742	1186		1474	1	454	10168		3,478		
Nancy "J" Unit	12967		1		-0-	386		218	1	168	216	2	75		
Neimann	12784		1		756	2284		2470	1	570	10168		4,589		
Renee Unit	12925		1		-0-	3322		3009	1	313	6336		2,100		2025
Sandra	12859		1		322	1177		963	1	536	10168		13,029		
Sharon Unit	12812		1		670	3478		3621	1	527	10168		700		625
Simek	11962			1	329	2		-0-		331	4650		1		
Smith, Harvey W.	12337		3		883	3777		3900	1	760	14818		3,967		
Texas A&M	12678		2		1043	2398		3007	1	434	15283		150		
Vickie Unit	12656		1		252	80		216	1	116	620		90		15
Victorick Unit	12277			1	288	587		618	1	257	3410		70		
													132,855		3190
Koch Oil Co.															

DISPOSITION CODES

1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than [illegible])
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e. stock adjustment, lease use, road oil, etc.)
8. Skim Oil (Form P-18 Allocation)
9. Scrubber Oil (Form CP-1 Allocation)

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 Julie Jeffreys
Date June 20, 1980 Title Agent
Telephone No. 915 (Area Code) 684-5871 (Number)

KOCH OIL COMPANY
Division of Koch Industries, Inc.
Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 05/31/80

REGULAR CRUDE

0089555 LEASE NO. 0089555
0367758
OPERATOR: AMMEX PETROLEUM CORP.
LEASE: #2 TEXAS A&M "A"
DESCRIPTION: 03 000000000
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:
KOCH = 1ST PURCHASER

AMMEX PETROLEUM CORP.
P O BOX 10507
MIDLAND, TX 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
05/03/80	1	00000 1155	000000	TK	216.23	42.6	6.6600	1,440.09
05/05/80	2	00000 1166	113683	TK	219.36	43.8	6.6600	1,460.94
05/10/80	2	00000 1209	113684	TK	216.36	44.9	6.6600	1,440.96
05/11/80	1	00000 1141	000000	TK	215.02	44.9	6.6600	1,432.03
05/12/80	2	00000 1221	113683	TK	218.32	44.9	6.6600	1,454.01
05/13/80	1	00000 1154	000000	TK	432.67	42.7	6.6600	2,881.58
05/14/80	2	00000 1234	113684	TK	207.40	44.8	6.6600	1,381.28
05/15/80	2	00000 1253	113683	TK	207.51	44.9	6.6600	1,382.02
05/19/80	2	00000 1282	113684	TK	214.39	44.9	6.6600	1,427.84
05/24/80	2	00000 1338	113683	TK	208.46	46.4	6.6600	1,388.34
05/29/80	2	00000 1376	113684	TK	218.12	46.7	6.6600	1,452.68
* TOTAL CEILING					2,573.84 *			17,141.77 *
05/31/80	DIFFERENTIAL-NEWLY DISC				2,573.84		32.8400	84,524.91
* TOTAL GROSS					2,573.84 *			101,666.68 *
GROSS PRODUCTION TAX AT RATE					.0460000 EFFECTIVE 01/01/71			4,676.67
REGULATION TAX AT RATE					.0018750 EFFECTIVE 01/01/71			4.83

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

2,573.84	96,985.18
NET BARRELS	NET VALUE

09.12.2

KOCH OIL COMPANY
Division of Koch Industries, Inc.
Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 05/31/80

REGULAR CRUDE

0089550 LEASE NO. 0089550
036775A

OPERATOR: ANNEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000012678
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:

ANNEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
05/05/80	1	00000 1167	113471	TK	219.22	49.6	6.6600	1,460.01
05/20/80	1	00000 1289	113472	TK	214.13	44.8	6.6600	1,426.11
* TOTAL CEILING					433.35 *			2,886.12 *
05/31/80	DIFFERENTIAL-NEWLY DISC				433.35		32.8400	14,231.21
* TOTAL GROSS					433.35 *			17,117.33 *
REGULATION TAX AT RATE .0018750 EFFECTIVE 01/01/71								.81
GROSS PRODUCTION TAX AT RATE .0460000 EFFECTIVE 01/01/71								787.40

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

433.35	16,329.12
NET BARRELS	NET VALUE

09-15-1

PRODUCER'S MONTHLY REPORT
OF OIL WELLS
(Crude Oil and Casinghead Gas)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CORRECTED REPORT ☐

FORM P-1
(REV. 4-1-71)

Operator Ammex Petroleum Corporation
Address Box 10507 Midland, TX 79702

Month April, 19 80
RRC District 3
Page Number 1

FIELD LEASE GATHERER OF CRUDE (NAME OR CODE) 1	RRC Lease Number 2	Commingled Permit Number 3	No. of Prod. Wells 4 Flowing	No. of Prod. Wells 4 Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month 5	Production 6	Disposition: Pipeline 7	Disposition: Other 8	Disposition: Code	On Hand End of Month 9	Monthly Allowable 10	Accumulated Overage 11	GAS -- m.c.f.: Formation Production 12	Gas Lift Gas Injected 13	Vented or Flared 14
GIDDINGS (Austin Chalk)															
Texas A&M	12678		2		365	1,536		858	1	1043	7574		294		294
Birch Creek Rnnch	12330		1		502	10,009		9939	1	572	9840	169	11884		
Bracewell	12657		1		52	1,922		1282	1	692	9840		2173		
Carolina	12671		1		320	7,184		7388	1	116	14760		1900		
Fancy	12433		1		261	111		202	1	170	900		1500		1500
Jane	12689		1		610	9,735		9753	1	592	11370		11701		
Kubena	12182			1	397	86		-0-	1	483	150		484		484
Linda Unit	12513		1		341	7,672		7446	1	567	7116	556	20626		
Mamie	12449		1		395	248		187	1	456	5190		500		100
Mary "B"	12482		1		440	6,847		6761	1	526	5644	1203	30975		
Massey Graves	12527		2		1289	11,525		11666	1	1148	19680		9211		
Simek	11962		1		288	41		-0-	1	329	4500		140		140
Smith, Harvey W.	12337		2		572	1,965		1654	1	883	14340		1793		
Vickie Unit	12656		1		114	138		-0-	1	252	600		92		92
Victorick	12277			1	359	581		652	1	288	3300		1		1
Nan	12750		1		552	2,002		1812	1	742	9840		447		
Lehmann	12733		1		184	987		792	1	379	3060		1228		1228
Neimann	12784		1		368	3,918		3530	1	756	9840		3150		
Sandra	12859		1		-0-	2,390		2068	1	322	9840		9108		
Sharon	12812		1		787	7,815		7932	1	670	9840		1437		1437
KOCH OIL COMPANY															
													108,644		5,276

DISPOSITION CODES

1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than 5 bbls.)
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e.—stock adjustment, lease use, road oil etc.)
8. Skim Oil (Form P-18 Allocation)
9. Scrubber Oil (Form GP-1 Allocation)

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature Jerri Jeffrey
Date May 21, 1980 Title Agent
Telephone No. 915 (Area Code) 684-5871 (Number)

KOCH OIL COMPANY
Division of Koch Industries, Inc.

Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES
MONTH ENDING 04/30/80

REGULAR
CRUDE

0089555 LEASE NO. 0089555
0367756
OPERATOR: AMMEX PETROLEUM CORP.
LEASE: #2 TEXAS A&M "A"
DESCRIPTION: 03 000000000
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK=04 HANDLING:
KOCH = 1ST PURCHASER

AMMEX PETROLEUM CORP.
P O BOX 10507
MIDLAND, TX 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
04/29/80	1	00000 1135	000000	TK	217.41	43.3	6.6100	1,437.08
* TOTAL CEILING					217.41 *			1,437.08 *
04/30/80	DIFFERENTIAL=NEWLY DISC				217.41		32.9900	7,150.61
* TOTAL GROSS					217.41 *			8,587.69 *
REGULATION TAX		AT RATE	.0018750	EFFECTIVE	01/01/71			.41
GROSS PRODUCTION TAX		AT RATE	.0460000	EFFECTIVE	01/01/71			395.03

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

217.41
NET BARRELS

8,192.25
NET VALUE

09.12.2

KOCH OIL COMPANY
Division of Koch Industries, Inc.

Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 04/30/80

REGULAR
CRUDE

0089550 LEASE NO. 0089550
036775A

OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000012676
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
04/12/80	1	00000 1069	113471	TK	215.07	47.4	6.6100	1,421.61
04/13/80	1	00000 1033	113472	TK	210.71	47.6	6.6100	1,392.79
04/23/80	1	00000 1114	113472	TK	214.87	57.4	6.6100	1,420.29
* TOTAL CEILING					640.65 *			4,234.69 *
04/30/80	DIFFERENTIAL-NEWLY DISC				640.65		32.8900	21,070.98
* TOTAL GROSS					640.65 *			25,305.67 *
GROSS PRODUCTION TAX AT RATE .0460000 EFFECTIVE 01/01/71								1,164.06
REGULATION TAX AT RATE .0018750 EFFECTIVE 01/01/71								1.20

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

640.65	24,140.41
NET BARRELS	NET VALUE

09-12-2

PRODUCER'S MONTHLY REPORT
OF OIL WELLS
(Crude Oil and Casinghead Gas)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CORRECTED REPORT XX

FORM P-1
(REV. 4-1-71)

Operator Ammex Petroleum Corporation
Address Box 10507 Midland, TX 79702

Month March, 19 80
RRC District 3
Page Number 1

FIELD / LEASE / GATHERER OF CRUDE (NAME OR CODE) (1)	RRC Lease Number (2)	Commingled Permit Number (3)	No. of Prod. Wells (4) Flowing	No. of Prod. Wells (4) Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month (5)	Production (6)	Disposition (7) Pipeline	Disposition (8) Other	Disposition Code	On Hand End of Month (9)	Monthly Allowable (10)	Accumulated Overage (11)	GAS -- m.c.f.: Formation Production (12)	Gas Lift Gas Injected (13)	Vented or Flared (14)
GIDDINGS (Austin Chalk)															
Texas A&M	12678		1		143	657		435	1	365	5115		108		108
KOCH OIL CO.															

DISPOSITION CODES

1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than 5 bbls.)
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e.—stock adjustment, lease use, road oil etc.)
8. Skim Oil (Form P-18 Allocation)
9. Scrubber Oil (Form GP-1 Allocation)

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature [signature]
Date May 15, 1980 Title Agent
Telephone No. 915 (Area Code) 684-5871 (Number)

KOCH OIL COMPANY
Division of Koch Industries, Inc.
Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 03/31/80

REGULAR CRUDE

0089550 LEASE NO. 0089550
036775A
OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000012678
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
03/07/80	1	00000 0640	113472	TK	216.25	48.4	6.5700	1,420.76
03/20/80	1	00000 0825	113471	TK	218.47	49.0	6.5700	1,435.35
* TOTAL CEILING					434.72 *			2,856.11 *
01/31/80		DIFFERENTIAL-NEWLY DISC			1.77-		32.5100	57.54-
03/31/80		DIFFERENTIAL-NEWLY DISC			434.72		32.9300	14,315.33
* TOTAL GROSS					434.72 *			17,113.90 *
REGULATION TAX AT RATE .0018750 EFFECTIVE 01/01/71								.82
GROSS PRODUCTION TAX AT RATE .0460000 EFFECTIVE 01/01/71								787.24

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

434.72	16,325.84
NET BARRELS	NET VALUE

09-12-1

PRODUCER'S MONTHLY REPORT OF OIL WELLS
(Crude Oil and Casinghead Gas)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CORRECTED REPORT ☐ FORM P-1 (REV. 4-1-71)

Operator Ammex Petroleum Corporation
Address Box 10507 Midland, TX 79702

Month February, 19 80
RRC District 03
Page Number 1

FIELD / LEASE / GATHERER OF CRUDE (NAME OR CODE) 1	RRC Lease Number 2	Commingled Permit Number 3	No. of Prod. Wells 4 Flowing	No. of Prod. Wells 4 Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month 5	Production 6	Disposition: Pipeline 7	Disposition: Other 8	Disposition: Code	On Hand End of Month 9	Monthly Allowable 10	Accumulated Overage 11	GAS -- m.c.f.: Formation Production 12	Gas Lift Gas Injected 13	Vented or Flared 14
GIDDINGS (Austin Chalk)															
Texas A&M	12678		1		200	773		830	1	143	4785		128		128
Birch Creek Ranch	12330		1		445	4314		4473	1	286	9512		4782		-0-
Bracewell	12657		1		502	1894		2192	1	204	9512		104		104
Carolina	12671		1		111	8557		8559	1	109	13448		470		470
Fancy	12433		1		186	72		167	1	91	870		80		80
Jane	12689		1		495	9158		8834	1	819	10736		3448		-0-
Kubena	12182			1	182	158		-0-	1	340	9512		88		88
Linda Unit	12513		1		334	2688		2114	1	908	3306		6306		-0-
Mamie	12449			1	688	41		434	1	295	5017		165		165
Mary "B"	12482		1		282	3472		3541	1	213	3074		3668		-0-
Massey Graves	12527		2		361	6899		6309	1	951	10168		2041		-0-
Simek	11962		1		583	25		34	7*	574	4350		85		85
Smith, Harvey W.	12337		2		1131	2840		3419	1	552	13862		115		115
Vickie Unit	12656		1		-0-	191		-0-	1	191	580		127		127
Victorick Unit	12277			1	837	585		1059	1	363	3190		1		1
Nan Unit	12750		1		-0-	1158		865	1	293	3280		609		609
Lehmann	12733		1		238	2092		2066	1	264	2550		260		260
													22477		2232
						*Lease use									
KOCH OIL COMPANY															

DISPOSITION CODES
1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than 5 bbls)
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e.—stock adjustment, lease use, used oil etc.)
8. Spin Oil (Form P-78 Allocation)
9. Scrubber Oil (Form GP-1 Allocation)

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the

Signature Julie Jeffreys
Date March 27, 1980 Title Agent
Telephone No. 915 684-5871
Area Code Number

KOCH OIL COMPANY
Division of Koch Industries, Inc.
Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 02/29/80

REGULAR CRUDE

0089550 LEASE NO. 0089550
036775A

OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000012578
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-84 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
GROSS PRODUCTION TAX AT RATE					.0460000 EFFECTIVE 01/01/71			1,511.60
REGULATION TAX AT RATE					.0018750 EFFECTIVE 01/01/71			1.56

ENTRY CODE ▶ 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE ▶ BG = BARGE PL = PIPELINE TK = TRUCK

830.44	31,307.65
NET BARRELS	NET VALUE

09-15-J

...MPANY
...ustries, Inc.
... Wichita, Kansas 67201
...NE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 02/29/80

LEASE NO. 0084550

REGULAR
CRUDE

0367754

OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 93 [illegible]12678
FIELD: GIDDINGS (AUSTIN CHALK)
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-84 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
01/22/80	3	00000 0000	113472	TK	124.20-	46.5	6.4900	806.45-
01/22/80	3	00000 0000	113472	TK	76.62-	46.5	6.4900	496.50-
01/22/80	4	00000 0000	113472	TK	124.03	46.5	6.4900	804.95
01/22/80	4	00000 0000	113472	TK	76.71	46.5	6.4900	497.85
01/23/80	3	00000 0000	113472	TK	106.19-	46.5	6.4900	689.17-
01/23/80	4	00000 0000	113472	TK	106.03	46.5	6.4900	688.13
01/26/80	3	00000 0000	113471	TK	223.49-	47.7	6.4900	1,450.45-
01/30/80	4	00000 0000	113471	TK	222.97	47.7	6.4900	1,447.06
01/30/80	3	00000 0000	113472	TK	221.66-	43.9	6.4900	1,438.57-
01/30/80	4	00000 0000	113472	TK	220.91	43.9	6.4900	1,433.71
02/05/80	1	00000 9231	113471	TK	218.54	48.5	6.5300	1,427.33
02/15/80	1	00000 0357	113472	TK	182.82	48.2	6.5300	1,193.91
02/26/80	1	00000 3474	113471	TK	214.89	49.9	6.5300	1,402.84
02/27/80	1	00000 0494	113472	TK	215.01	48.6	6.5300	1,403.55
* TOTAL CEILING					836.44 *			5,422.83 *
02/29/80	DIFFERENTIAL-NEALY DISC				832.21		32.9700	27,437.98
* TOTAL GROSS					830.44 *			32,860.51 *

ENTRY CODE: 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC

POWER CODE: BG = BARGE, PL = PIPELINE, TK = TRUCK

NET BARRELS

NET VALUE

09.12.1

PRODUCER'S MONTHLY REPORT
OF OIL WELLS
(Crude Oil and Casinghead Gas)

OIL AND GAS DIVISION

REPORT ☐ (REV. 4-1-71)

Operator Ammex Petroleum Corporation
Address Box 10507 Midland, TX 79702

Month January, 19 80
RRC District 03
Page Number 1

FIELD - LEASE - GATHERER OF CRUDE (NAME OR CODE)	RRC Lease Number 2	Commingled Permit Number 3	No. of Prod. Wells 4 Flowing	No. of Prod. Wells 4 Pump or Gas Lift	OIL -- barrels: On Hand Beginning of Month 5	Production 6	Disposition: Pipeline 7	Disposition: Other 8	Disposition: Code	On Hand End of Month 9	Monthly Allowable 10	Accumulated Overage 11	GAS -- m.c.f.: Formation Production 12	Gas Lift Gas Injected 13	Vented or Flared 14
GIDDINGS (Austin Chalk)															
Texas A&M	12678		1		-0-	1452		1252	1	200	2805		207		207
Birch Creek Ranch	12330		1		515	5817		4435	1	445	9512		390		390
Bracewell	12657		1		-0-	5988		5486	1	502	9512		156		156
Carolina	12671		1		-0-	4541		4430	1	111	5904		578		578
Fancy	12433		1		442	107		363	1	186	870		50		50
*Jane	12689		1		-0-	1975		1480	1	495	-0-	1975	514		514
**Kubena	12182			1	334	-0-		152	7	182	9512		-0-		-0-
Linda Unit	12513		1		488	2460		2614	1	334	3306		540		540
Mamie	12449			1	429	250		-0-	1	688	5017		10		10
Mary B	12482		1		588	648		954	1	282	3074		164		164
Massey Graves	12527		1		248	7735		7622	1	361	9512		1327		1327
Simek	11962		1		1010	452		879	1	583	9512		30		30
Smith, Harvey W.	12337		2		1636	3295		3800	1	1131	13862		133		133
Vickie Unit	12656		1		-0-	719		719	1	-0-	580		48		48
Victorick Unit	12277			1	1057	660		880	1	837	3190		1		1
KOCH OIL COMPANY													4100		4100

*Filed 2/29/80 an amended Rule 37
**Lease use

DISPOSITION CODES

1. Trucks
2. Tank Cars or Barge
3. Net Oil from Tank Cleaning
4. Circulating Oil (original movement off lease)
5. Lost (all losses must be reported and Form H-8 required if more than 5 bbls.)
6. Sedimentation (B.S. & W. only—show net oil under Code 3)
7. Other (Explain—i.e.—stock adjustment, lease use, road oil etc.)
8. Skim Oil (Form P-18 Allocation)
9. Scrubber Oil (Form GP-1 Allocation)

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature Julene Jeffreys
Date 2/29/80 Title Agent
Telephone No. 915 684-5871
Area Code Number

KOCH OIL COMPANY
Division of Koch Industries, Inc.

Post Office Box 2256 ■ Wichita, Kansas 67201
TELEPHONE 316—832-5500

STATEMENT OF CRUDE OIL PURCHASES

MONTH ENDING 01/31/80

0089550 LEASE NO. 0089550

036775A

REGULAR
CRUDE

OPERATOR: AMMEX PETROLEUM CORP.
LEASE: TEXAS A&M UNIV. A-1
DESCRIPTION: 03 000000000
FIELD: GIDDINGS
STATE: TEXAS
COUNTY: BURLESON
DISTRICT: 161
PRICECODE: KK-04 HANDLING:

AMMEX PETROLEUM CORP.
P.O. BOX 164
MIDLAND, TEXAS 79702

DATE	ENTRY CODE	KOCH OIL TICKET NO.	TANK	POWER CODE	NET BARRELS	GRAVITY	PRICE	GROSS VALUE
01/16/80	1	00000 0122	000000	TK	217.45	41.2	6.4900	1,411.25
01/16/80	1	00000 0123	000000	TK	217.45	41.2	6.4900	1,411.25
01/22/80	1	00000 0128	000000	TK	64.25	41.2	6.4900	416.98
01/22/80	2	00000 0124	113472	TK	124.26	46.5	6.4900	806.45
01/22/80	2	00000 0129	113472	TK	76.82	46.5	6.4900	498.56
01/23/80	2	00000 0133	113472	TK	106.19	46.5	6.4900	689.17
01/26/80	2	00000 0148	113471	TK	223.49	47.7	6.4900	1,450.45
01/30/80	2	00000 0174	113472	TK	221.66	43.9	6.4900	1,438.57
* TOTAL CEILING					1,251.57 *			8,122.68 *
01/31/80	DIFFERENTIAL-NEWLY DISC				1,251.57		32.5100	40,688.54
* TOTAL GROSS					1,251.57 *			48,811.22 *

REGULATION TAX AT RATE .0018750 EFFECTIVE 01/01/71 2.35
GROSS PRODUCTION TAX AT RATE .0460000 EFFECTIVE 01/01/71 2,245.32

ENTRY CODE: 1. COMPLETED RUN 2. ESTIMATED RUN 3. READS 4. SHOULD READ 5. LISTED IN ERROR 6. OMITTED IN ERROR 7. FRAC. OIL CREDIT 8. FRAC. OIL TRUCKING 9. MISC.

POWER CODE: BG = BARGE, PL = PIPELINE, TK = TRUCK

1,251.57
NET BARRELS

46,563.55
NET VALUE

09.12.2

M 74151

Packet re Completion and PRODUCTION from AMMEX

File Dated 7-20-80

Bob Armstrong Commissioner

28

Stenocraft.
Clasp
10x15—98

01-74151 (6/78)

API Well No. 42
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☐ Amended or Corrected Permit

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Amoco Petroleum Corporation

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A&M "A"

9. Well Number: 2

2. Address (Including City and Zip Code): P. O. Box 10507, Midland, Texas 79702

5. Location (Sec., Blk., Survey): John P. Coles, A-12

10. Number of Acres in Lease: 3192.06

6. This well is to be located 3.5 miles NNE Direction from Snook Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 200'

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐ (Instruction (2) on back side.)

12. Total Depth: 9,850'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Giddings (Austin Chalk)	9850	None	467-1200	80	80	No	7650' NW	Regular 1 ☐ Rule 37 2 ☒	Oil	1	0
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines: 200' FSEL and 3190' FSWL
B. Survey Lines: 26,500' FNWL and 14,400' FSWL

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No ☒
(b) If subject to SWR 36, has Form H-9 been filed? (If no, attach explanation.) Yes ☐ No ☐

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

REMARKS: _____

CERTIFICATE
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: [signature]
Agent
January 2, 1980
Date
Telephone: Area Code 915 684-5871

REFER TO INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

API Well No. 42
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☐ Amended or Corrected Permit

1M-7418 1 (6/78)

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: [XX] DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Ammex Petroleum Corporation

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A&M "A"

9. Well Number: 2

2. Address (Including City and Zip Code): P. O. Box 10507, Midland, Texas 79702

5. Location (Sec., Blk., Survey): John P. Coles, A-12

10. Number of Acres in Lease: 3192.06

6. This well is to be located 3.5 miles NNE Direction from Snook Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 200'

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES [X] NO ☐ (Instruction (2) on back side.)

12. Total Depth: 9,850'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Giddings (Austin Chalk)	9850	None	467-1200	80	80	No	7650' NW	Regular 1 ☐ Rule 37 2 [XX]	Oil	1	0
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:

A. Lease Lines: 200' FSEL and 3190' FSWL

B. Survey Lines: 26,500' FNWL and 14,400' FSWL

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No [XX]

(b) If subject to SWR 36, has Form H-9 been filed? Yes ☐ No ☐ (If no, attach explanation.)

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 Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: _____

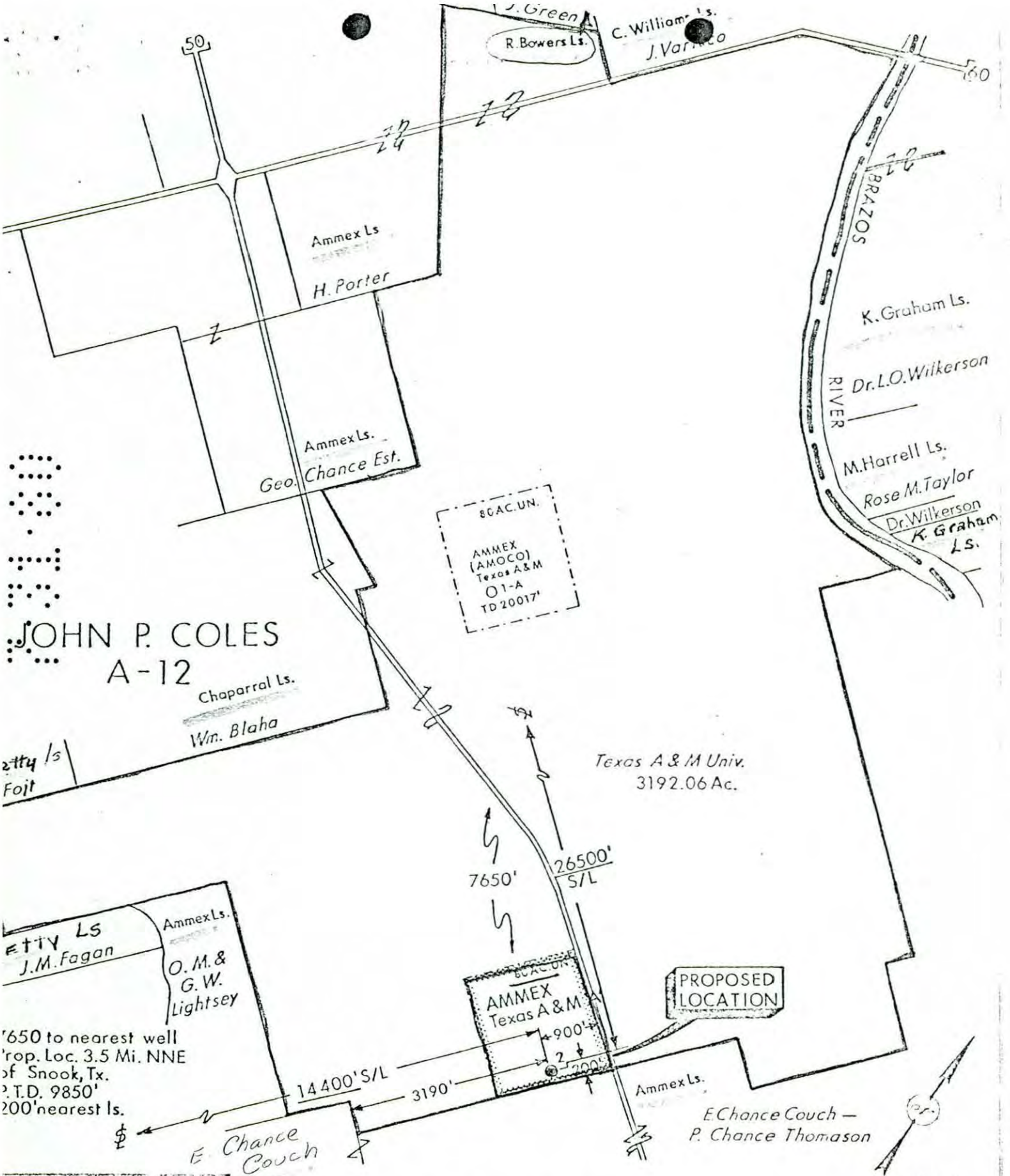
Signature: [signature]

Title: Agent

Date: January 2, 1980

Telephone: Area Code 915 684-[illegible]

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.



AMMEX Petroleum Corporation

P. O. Box 1450 • Midland, Texas 79702 • (915) 684-5671

TEXAS A&M 'A' NO 2 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 219' GL

— BURLESON CO. TEXAS —

Don Ray George & Associates
Petroleum Engineers
Don Ray George
Glenn E. George

821 Brown Building
Austin, Texas 78701
Telephone (512) 477-9211
892-1984

January 4, 1980

Offset Operators and Mineral Interest Owners
Ammex Petroleum Corporation No. 2 Texas A&M "A" Lease
Burleson County, Texas
Address List Attached

Re: Request For Waiver, Exception to Rule 37,
Ammex Petroleum Corporation No. 2 Texas A&M "A" Lease
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

Ammex Petroleum Corporation is applying to the Railroad Commission of Texas for a drilling permit for its Texas A&M "A" No. 2 in exception to applicable field rules under the provisions of Statewide Rule 37. The proposed location is 200' from southeast line and 3190' from southwest line of the lease and 26,500' from northwest line and 14,400' from southwest line of the John P. Coles Survey A-12, Burleson County, Texas.

Exception is required because the proposed location is 200' from a lease line, rather than the 467' prescribed by field rules.

This exception may be granted administratively if waivers of objection are obtained from operators or mineral owners of adjacent tracts; otherwise a hearing is required.

If you, as an offset operator or mineral interest owner, have no objection to the granting of the requested exception, please sign one copy hereof in the space indicated and return it to the undersigned in the envelope provided.

Yours very truly,

Glenn E George

Don Ray George & Associates
for Ammex Petroleum Corporation

GEG/ag

OBJECTION WAIVED:

OWNER: _____

BY : _____

DATE : _____

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JOHN H. POERNER, Chairman
JAMES E. (JIM) NUGENT, Commissioner
MACK WALLACE, Commissioner

BOB R. HARRIS, P.E.
Director
J. C. HERRING, P.E.
Assistant Director

DISTRICT 3
API NO. 42 051 30564

1124 S. IH 35 • CAPITOL STATION – P. O. DRAWER 12967 • AUSTIN, TEXAS 78711

January 15, 1980

N O T I C E O F H E A R I N G

CASE NUMBER 84,263

Under the legal authority and jurisdiction of Title 3, Subtitles B and C, of the Texas Natural Resources Code, and Article 6252-13a, Revised Civil Statues of Texas, you are hereby notified of a hearing on January 29, 1980 at 1:30 p.m. in Hearing Room #219C, 1124 S. Interstate 35, Austin, Travis County, Texas, on the application of:

Ammex Petroleum Corporation, P.O. Box 10507, Midland, Texas 79702, for a spacing exception permit under the provisions of Railroad Commission Statewide Rule 051.02.02.037, to drill Well No. 2, Texas A & M "A" Lease, containing 3192.06 acres of land in John P. Coles A-12 Survey, Giddings (Austin Chalk) Field, Burleson County, being 3.5 miles north northeast from Snook, Texas.

The location of this well is as follows:

200' from southeast line and 3190' from southwest line of lease.
26,500' from northwest line and 14,400' from southwest line of survey.

To be completed to an approximate depth of 9,850 feet.

LEGAL SECTION
RAILROAD COMMISSION OF TEXAS

ALL EXHIBITS FILED AS A PART OF THE RECORD IN THIS CAUSE MUST BE SUBMITTED IN DUPLICATE. REFERENCES TO DATA IN COMMISSION RECORDS MAY BE INCORPORATED BY REFERENCE, WHICH MUST BE SPECIFIC. IF THE REFERENCES INCLUDE EXHIBITS FILED IN PRIOR PROCEEDINGS BEFORE THE COMMISSION, A COPY OF SUCH EXHIBIT PROPERLY IDENTIFIED SHALL BE SUBMITTED FOR THIS RECORD.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Hearing in Oil & Gas Docket No. 84,263 was service on each of the persons named below by depositing same in the United States Mail, postage thereon fully prepaid, properly addressed, as follows:

Ammex Petroleum Corp.
P.O. Box 10507
Midland, Texas 79702

M. Harrell
P.O. Box 56
Caldwell, Texas 77836

Keith Graham
306 HBF Bldg.
Midland, Texas 79701

Clayton W. Williams, Jr.
200 Gulf Bldg.
Midland, Texas 79701

R. Bowers
P.O. Box 35
Caldwell, Texas 77836

Chaparral Minerals
312 First Natl. Bank Bldg.
Abilene, Texas 79604

Getty Oil Co.
P.O. Box 1404
Houston, Texas 77001

E. Chance Couch
c/o First Natl. Bank of Ft. Worth
P.O. Box 2546
Fort Worth, Texas 76113

On this the 15th day of January, 1980.

Debbie Muntz
Legal Section, RAILROAD COMMISSION
OF TEXAS

OFFSET OPERATORS AND/OR MINERAL OWNERS

AMMEX PETROLEUM CORPORATION
TEXAS A & M "A" LEASE
BURLESON COUNTY, TEXAS

M. Harrell
P.O. Box 56
Caldwell, Texas 77836

Keith Graham
306 HBF Building
Midland, Texas 79701

Clayton W. Williams, Jr.
200 Gulf Building
Midland, Texas 79701

R. Bowers
P.O. Box 35
Caldwell, Texas 77836

Chaparral Minerals
312 First National Bank Building
Abilene, Texas 79604

Getty Oil Company
P.O. Box 1404
Houston, Texas 77001

E. Chance Couch
c/o First National Bank of Ft. Worth
Trust Oil & Gas
P.O. Box 2546
Fort Worth, Texas 76113

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

JOHN H. POERNER, Chairman
JAMES E. (JIM) NUGENT, Commissioner
MACK WALLACE, Commissioner

BOB R. HARRIS, P.E.
Director
J. C. HERRING, P.E.
Assistant Director

DISTRICT 3

1124 S. IH 35 • CAPITOL STATION – P. O. DRAWER 12967 • AUSTIN, TEXAS 78711

February 11, 1980

Ammex Petroleum Corp.
P.O. Box 10507
Midland, Texas 79702

RE: Approval of Order
Rule 37 Case Number 84,263
Texas A & M "A" Lease
Giddings (Austin Chalk) Field
Well No. 2
Burleson County, Texas

Dear Gentlemen:

Please be advised that the Railroad Commission of Texas has this date approved your application subject to the terms set out in the order.

A copy of the order is attached.

Yours very truly,

Roger Schultz
Senior Legal Examiner

RS/dm

cc: Jim Forbis
Henry Betts
Bill Gallagher
District Office
Proration
Glenn George

An Equal Opportunity Employer

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

IN RE the Application of Ammex Petroleum Corporation for an Exception to Rule 37 for Well No. 2 in the Giddings (Austin Chalk) Field, Burleson County, Texas

Rule 37 Case No. 84,263
District 3
API No. 42 051 30564
Date of Hearing: Jan. 29, 1980

FINAL ORDER

The Railroad Commission of Texas has received and docketed this application for a spacing exception under the provisions of Rule 37, and makes the following findings of fact and conclusions of law, based on substantial evidence.

FINDINGS OF FACT

1. That at least ten (10) days notice was given all affected, adjacent lessees and/or at least one mineral interest owner of each adjacent unleased tract.

2. This well is necessary to effectively and efficiently drain a portion of the reservoir which cannot be effectively and efficiently drained by any existing well on the proration unit.

3. The proposed location is at shot point A2 on a north south trending line of seismic which shows an anomly in the chalk formation.

4. The applicant has three existing wells on a north south line in this area which are completed in the chalk formation at varying distances from this seismic line.

   (a) The Ammex Vickie, north of the proposed location has an initial potential of 20 BOPD.

   (b) The Fancy is south of the proposed location and has an initial potential of 15 BOPD.

   (c) The Ammex #1 completed on this lease with an initial potential of 165 BOPD and is the closest well of the three to the seismic line.

5. There is a surface obstruction near the proposed location caused by the Clajon pipeline crossing near the proposed location so that moving towards a regular location would interfer with the pipeline and its operation.

6. Moving to a regular location at 467 feet north of the lease line would be moving away from the anomly in the chalk which would result in less than maximum potential production which would be a reduced recovery thereby leaving oil in the chalk that could be recoverd by this well.

7. This well at the proposed location will recover hydrocarbons not otherwise recoverable by any well in this area of the applicant's lease.

CONCLUSIONS OF LAW

(A) Application on Railroad Commission Form W-1 was properly filed.

(B) Proper notice was issued by the Railraod Commission to appropriate parties legally entitled to notice.

(C) All things have been done or have occurred to give the Railroad Commission jurisdiction to decide this matter.

(D) A well at the proposed location which is a reasonable location will allow the applicant an opportunity to recover the hydrocarbons beneath its Texas A&M Lease which will not be recoverable by any other well thereby preventing waste.

Under the authority of TEX. NAT. RES. CODE ANN. §85,202 (Vernon 1978) it is ORDERED that the application of Ammex Petroleum Corporation for a spacing exception permit under the provisions of Rule 37 to drill Well No. 2, Texas A&M "A" Lease containing 3192.06 acres of land, more or less, within the John P. Coles Survey, A-12, for the Giddings (Austin Chalk) Field, being 3.5 miles north northeast from Snook, Texas, as shown by plat submitted is hereby APPROVED; and applicant is granted permission to drill Well No. 2, which will be located as follows subject to the conditions listed below: 200' SEL and 3190' from SWL.

1. 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 the Surface Casing Section of the Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

2. This order shall not be final and become effective until fifteen (15) days after it is actually signed by the Commission.

3. If a motion for rehearing of the application be filed by any party at interest within such 15-day period, this order shall not become effective until such motion is overruled; or, if such motion is granted, this order shall be subject to further action by the Commission.

4. Should this well ever be plugged and abandoned, the Commission will consider such plugging and abandonment as prima facie evidence that production from said well is no longer necessary to prevent confiscation of applicant's property or to prevent waste; and upon such plugging and abandonment, the authority for such well as granted under this permit shall cease.

5. Unless drilling operations are commenced in good faith within six (6) months from and after the date of the order issuing such exception to Rule 37, or unless an application for a six (6) months extension of such permit shall be filed before the expiration of the first six (6) months stating the reasons why drilling has not been begun with the six (6) months period, such permit shall be cancelled; and no renewal thereof shall be had unless there is a new application, notices issued, hearing had and proof made as in the original case.

Such application for extension shall be sworn to by the applicant to whom such Rule 37 will have been issued.

ENTERED at Austin, Texas, on this the 11th day of FEBRUARY, 1980.

RAILROAD COMMISSION OF TEXAS

CHAIRMAN

COMMISSIONER

COMMISSIONER

ATTEST:

Elizabeth Mavropoulos
Secretary

smb

M-74151

FORM W-1
(6/78)

API Well No. 42
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☐ Amended or Corrected Permit

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: [XX] DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ OTHER (Specify) _____

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Ammex Petroleum Corporation

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A&M "A"

9. Well Number: 2

2. Address (Including City and Zip Code)
P. O. Box 10507
Midland, Texas 79702

5. Location (Sec., Blk., Survey): John P. Coles, A-12

10. Number of Acres in Lease: 3192.06

6. This well is to be located 3.5 miles NNE Direction from Snook Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.) 200'

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?
YES [X] NO ☐ (Instruction (2) on back side.)

12. Total Depth: 9,850'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R. R. C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Giddings (Austin Chalk)	9850	None	467-1200	80	80	No	7650'NW	Regular 1 ☐ Rule 37 2 [XX]	Oil	1	0
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines: 200' FSEL and 3190' FSWL
B. Survey Lines: 26,500' FNWL and 14,400' FSWL

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No [XX]
(b) If subject to SWR 36, has Form H-9 been filed? (If no, attach explanation.) ☐ ☐

NOTICE

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

REMARKS: _____

CERTIFICATE

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Agent

Typed: January 2, 1980

Date

Telephone: Area Code 915 684-5871

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

AMMEX Petroleum Corporation

P. O. Box 164 • Midland, Texas 79702 • (915) 684-5671

TEXAS A&M 'A' NO 2 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 219' GL

— BURLESON CO., TEXAS —

(29)

M. F. 74151

APPLICATION TO DRILL

WELL # 2 "A"

FILED 8-6- 1980

BOB ARMSTRONG, COMMISSIONER

BY: MLL

5-31-80

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

M-74151 (30)

FORM W-2
Rev. 6/12/78

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

API NO. if Available: 42 051 30564

7. RRC District: 3

8. RRC Lease Number: 12678

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Texas A&M "A"

9. Well Number: 2

3. OPERATOR: Ammex Petroleum Corporation

10. County: Burleson

4. ADDRESS: P.O. Box 10507, Midland, Texas 79702

11. Purpose of Test: Initial Potential [x] Retest [ ] Reclass - [ ]

5. If Operator has changed within last 60 days — Give former Operator:

6a. Location (Section, Block, and Survey): John P. Coles Survey, A-12

6b. Distance and Direction to nearest town in this county.: 3.5 miles NNE Snook, Texas

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					GR/Density	4-23-80

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping — Size & Type of Pump)	18. Choke Size
4/25/80	24	Flowing	18/64

	Oil – BBLS	Gas – MCF	Water – BBLS	Gas – Oil Ratio	Flowing Tubing Pressure
19. Production During Test Period ////	352	299	48	849	800 PSI
20. Calculated 24 /// Hour Rate ////	352	299	48	48	Casing Pressure: Pkr PSI

21. Was Swab Used During this Test? Yes [ ] No [x]

22. Oil Produced Prior to Test (New & Reworked Wells): 1300 bbls

23. Injection Gas–Oil Ratio: NA

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 168.06 feet at a measured depth of 9500 feet.

/s/ Richard Pilgrim
Signature of Authorized Representative

Blocker Drilling Company
Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Signature of Cementer or Authorized Representative

Halliburton Services
Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY	TITLE	DATE	Phone A/C	NUMBER
	Agent	4/26/80	915	684-5871

SECTION II — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

4. Type of Completion: New Well [x] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE — PERMIT NO.

Rule 37 Exception — 2/11/80 — CASE NO. 84,2[illegible]

6. Notice of Intention to Drill this Well was filed in Name of

Ammex Petroleum Corporation

Water Injection Permit — PERMIT

7. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 3

28. Total Number of Acres in this lease: 3,192.06

Salt Water Disposal Permit — PERMIT NO.

Other — PERMIT NO.

9. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 3/24/80; Completed 4/12/80

30. Distance to Nearest Well, Same Lease & Reservoir: 7650'NW

1. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 200 Feet From SE Line and 3190 Feet From SW Line of the Lease

2. Elevation (DF, RKB, RT, GR, ETC): 219 GR

33. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [x] No

34. Top of Pay	35. Total Depth	36. P. B. Depth	37. Surface Casing Determined by:		
9060	9500	9442	Field Rules [ ]	Recommendation of T.D.W.R. [XX]	Dt. of Ltr. 1/11/80
				Railroad Commission (Special) [ ]	Dt. of Ltr.

8. Is Well Multiple Completion? No

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools [X] Cable Tools [ ]

1. Name of Drilling Contractor: Blocker Drlg. Co.

42. Is Cementing Affidavit Attached? [ ] Yes [x] No

3. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT#/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8	24	2811		400 sx HLW	11	surface	1031
				250 sx H			
4-1/2	11.6	9453		430 sx			
				35/65 POZ	7-7/8	8726	UK

4. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

5. TUBING RECORD

Size	Depth Set	Packer Set
2-3/8	9200	9200

46. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From	9258	To	9369
From		To	
From		To	
From		To	

7. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
9258-9369	7000 gal 15% HCL

8. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Pecan Gap	8010		
Austin Chalk	9060		
Eagleford	9360		

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

6. RRC District: 3
7. RRC Lease Number. (Oil completions only): 12678
8. Well Number: 2
9. RRC Identification Number (Gas completions only):
10. County: Burleson

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)
2. LEASE NAME: Texas A & M "A"-~~12~~x
3. OPERATOR: Ammex Petroleum Corp.
4. ADDRESS: P.O. Box 10507, Midland, Texas 79702
5. LOCATION (Section, Block, and Survey): John P. Coles, A-12

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
246	246	¼	.44	1.08	1.08
749	503	3/4	1.31	6.59	7.67
1246	497	3/4	1.31	6.51	14.18
1685	439	¼	.44	1.93	16.11
2180	495	½	.87	4.31	20.42
2675	495	1	1.75	8.66	29.08
2811	136	3/4	1.31	1.78	30.86
3310	499	1	1.75	8.73	39.59
3924	614	1	1.75	10.75	50.34
4426	502	1	1.75	8.79	59.13
5275	849	½	.87	7.39	66.52
5774	499	1 3/4	3.05	15.22	81.74
6013	239	1 ¼	2.18	5.21	86.95
7000	987	1	1.75	17.27	104.22
7176	176	2	3.49	6.14	110.36
7276	100	1 ½	2.62	2.62	112.98

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? [X] yes [ ] no
18. Accumulative total displacement of well bore at total depth of 9500 feet = 168.06 feet.
*19. Inclination measurements were made in – [ ] Tubing [ ] Casing [ ] Open hole [X] Drill Pipe
20. Distance from surface location of well to the nearest lease line 200 feet.
21. Minimum distance to lease line as prescribed by field rules 467 feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No
(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

Richard Pilgrim
Signature of Authorized Representative
Richard Pilgrim, Contracts Manager
Name of Person and Title (type or print)
BLOCKER DRILLING COMPANY
Name of Company
Telephone: 512 (Area Code) 664-0114

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Jim Coltr
Signature of Authorized Representative
Agent
Name of Person and Title (type or print)
Ammex Petroleum Corporation
Operator
Telephone: 915 (Area Code) 684-5871

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat)	*2. RRC District
*3. Operator Ammex	*4. County Brazos
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) A & M	*6. Well Number 2
*7. Location (Section, Block, and Survey)	

CASING CEMENTING DATA:	~~SURFACE CASING~~ conductor	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	3/19/80					
*9. (a) Size of Drill Bit (inches)	26					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.	80					
*10. Size of Casing (inches O.D.)	16					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	65					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	H + 3% CaCl					
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	250					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used	250					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.18					
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	295					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	295					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	65					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	Yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Signature of Cementer or Authorized Representative

Walter Earnest

Name of Person and Title (type or print)

The Western Company of N.A.

Cementing Company

820 Industrial Blvd.

Street Address or P.O. Box

Bryan, Texas 77801

City, State Zip Code

Telephone 713- 779- 9307
Area Code

3/19/80

Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

*Signature of Operator or Authorized Representative

*Name of Person and Title (type or print)

*Operator

*Street Address or P.O. Box

*City, State Zip Code

*Telephone
Area Code

*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
   (2) Each copy of Form W-3;
   (3) Each copy of Form W-4 if a multiple parallel casing completion.
   B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
   C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate)
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting FULL AMOUNT OF SURFACE CASING:
   A. Depth to protect fresh water determined by:
   (1) Field Rule
   (2) Texas Water Development Board, if no Field Rule
   B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting NO SURFACE CASING (See Item 4 above.):
   A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
   B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting SHORT SURFACE CASING (See Item 4 above.):
   A. Cement short surface casing from the shoe to the surface.
   B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
   (1) the surface, or
   (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)
   A. Cement to a point at least 600 feet above the casing shoe.
   B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe
8. PLUGGING and ABANDONING:
   A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
   B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.
   C. A 10 foot cement plug is required to be placed in the top of the well.

Well Data Drawn sent to RRC when well potentialed
Desk as none for 4½" csg

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-15
(Rev. 11-1-69)

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat)	*2. RRC District
*3. Operator: Ammex Petroleum	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): A & M	*6. Well Number: #2
*7. Location (Section, Block, and Survey)	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	3/26/80					
*9. (a) Size of Drill Bit (inches)	11"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	8-5/8"					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	2810					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	OVER					
(b) In Second Slurry	OVER					
(c) In Third Slurry	OVER					
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	400					
(b) In Second Slurry	250					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	650					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.84					
(b) In Second Slurry	1.18					
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	736					
(b) In Second Slurry	295					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	1031					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	4055.64					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	YES					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks:

13.(a) HLC + 10#/sk. Gilsonite + 3% Salt.
(b) H + 1% Calcium Chloride
(c) 50 Sacks Lone Star H (Top Out Cement)

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Clayton Dorn
Signature of Cementer or Authorized Representative

Clayton Dorn, Cementer
Name of Person and Title (type or print)

Halliburton Services
Cementing Company

P. O. Box 579
Street Address or P.O. Box

Caldwell, Texas 77836
City, State Zip Code

Telephone 713 (Area Code) 567-3214

3/26/80
Date

*OPERATOR

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data and information presented herein.

*Signature of Operator or Authorized Representative

*Name of Person and Title (type or print)

*Operator

*Street Address or P.O. Box

*City, State Zip Code

*Telephone (Area Code)

*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
   (2) Each copy of Form W-3;
   (3) Each copy of Form W-4 if a multiple parallel casing completion.
   B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
   C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate)
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting FULL AMOUNT OF SURFACE CASING:
   A. Depth to protect fresh water determined by:
   (1) Fi Rule
   (2) T s Water Development Board, if no Field Rule
   B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting NO SURFACE CASING (See Item 4 above.):
   A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
   B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting SHORT SURFACE CASING (See Item 4 above.):
   A. Cement short surface casing from the shoe to the surface.
   B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
   (1) the surface, or
   (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)
   A. Cement to a point at least 600 feet above the casing shoe.
   B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe
8. PLUGGING and ABANDONING:
   A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
   B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which plug is placed.
   C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-2
Rev. 6/12/78

API NO. if Available: 42 051 30564

7. RRC District: 3

8. RRC Lease Number: 12678

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Texas A&M "A"

9. Well Number: 2

3. OPERATOR: Ammex Petroleum Corporation

10. County: Burleson

4. ADDRESS: P.O. Box 10507, Midland, Texas 79702

11. Purpose of Test: Initial Potential [x] Retest [ ] Reclass - [ ]

5. If Operator has changed within last 60 days -- Give former Operator

6a. Location (Section, Block, and Survey): John P. Coles Survey, A-12

6b. Distance and Direction to nearest town in this county.: 3.5 miles NNE Snook, Texas

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					GR/Density	4-23-80

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)	18. Choke Size
4/25/80	24	Flowing	18/64

19. Production During Test Period ////	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
	352	299	48	849	800 PSI
20. Calculated 24 Hour Rate ////	**Oil - BBLS**	**Gas - MCF**	**Water - BBLS**	**Oil Gravity - API - 60°**	**Casing Pressure**
	352	299	48	48	Pkr PSI

21. Was Swab Used During this Test? Yes [ ] No [x]

22. Oil Produced Prior to Test (New & Reworked Wells): 1300 bbls

23. Injection Gas-Oil Ratio: NA

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 168.06 feet at a measured depth of 9500 feet.

/s/ Richard Pilgrim
Signature of Authorized Representative

Blocker Drilling Company
Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

X
Signature of Cementer or Authorized Representative

Halliburton Services
Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY	TITLE	DATE	Phone A/C	NUMBER
	Agent	4/26/80	915	684-5871

TION II — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

ype of Completion:
New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE — PERMIT NO.

Rule 37 Exception 2/11/80 — CASE NO. 84,263

Water Injection Permit — PERMIT NO.

Salt Water Disposal Permit — PERMIT NO.

Other — PERMIT NO.

lotice of Intention to Drill this Well was filed in Name of

Ammex Petroleum Corporation

lumber of Producing Wells on this Lease in his Field (Reservoir) including this Well: 3

28. Total Number of Acres in this lease: 3,192.06

Date Plug Back, Deepening, ForkOver or Drilling Operations: Commenced 3/24/80; Completed 4/12/80

30. Distance to Nearest Well, Same Lease & Reservoir: 7650'NW

Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 200 Feet From SE Line and 3190 Feet From SW Line of the Lease

Elevation (DF, RKB, RT, GR, ETC): 219 GR

33. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

Top of Pay	35. Total Depth	36. P. B. Depth	37. Surface Casing Determined by:	
9060	9500	9442	Field Rules [ ]	Recommendation of T.D.W.R. [XX] Dt. of Ltr. 1/11/80; Railroad Commission (Special) [ ] Dt. of Ltr.

Is Well Multiple Completion? No

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O, Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools X; Cable Tools

Name of Drilling Contractor: Blocker Drlg. Co.

42. Is Cementing Affidavit Attached? [ ] Yes [X] No

CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT#/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8-5/8	24	2811		400 sx HLW	11	surface	1031
				250 sx H			
4-1/2	11.6	9453		430 sx			
				35/65 POZ	7-7/8	8726	UK

LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

TUBING RECORD

Size	Depth Set	Packer Set
2-3/8	9200	9200

46. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From	9258	To	9369
From		To	
From		To	
From		To	

ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
9258-9369	7000 gal 15% HCL

FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Pecan Gap	8010		
Austin Chalk	9060		
Eagleford	9360		

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

6. RRC District: 3
7. RRC Lease Number. (Oil completions only): 12678
8. Well Number: 2
9. RRC Identification Number (Gas completions only):
10. County: Burleson

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)
2. LEASE NAME: Texas A & M "A"-~~12~~
3. OPERATOR: Ammex Petroleum Corp.
4. ADDRESS: P.O. Box 10507, Midland, Texas 79702
5. LOCATION (Section, Block, and Survey): John P. Coles, A-12

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
246	246	1/4	.44	1.08	1.08
749	503	3/4	1.31	6.59	7.67
1246	497	3/4	1.31	6.51	14.18
1685	439	1/4	.44	1.93	16.11
2180	495	1/2	.87	4.31	20.42
2675	495	1	1.75	8.66	29.08
2811	136	3/4	1.31	1.78	30.86
3310	499	1	1.75	8.73	39.59
3924	614	1	1.75	10.75	50.34
4426	502	1	1.75	8.79	59.13
5275	849	1/2	.87	7.39	66.52
5774	499	1 3/4	3.05	15.22	81.74
6013	239	1 1/4	2.18	5.21	86.95
7000	987	1	1.75	17.27	104.22
7176	176	2	3.49	6.14	110.36
7276	100	1 1/2	2.62	2.62	112.98

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? [X] yes [ ] no
18. Accumulative total displacement of well bore at total depth of 9500 feet = 168.06 feet.
*19. Inclination measurements were made in – [ ] Tubing [ ] Casing [ ] Open hole [X] Drill Pipe
20. Distance from surface location of well to the nearest lease line 200 feet.
21. Minimum distance to lease line as prescribed by field rules 467 feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No
(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

Richard Pilgrim
Signature of Authorized Representative

Richard Pilgrim, Contracts Manager
Name of Person and Title (type or print)

BLOCKER DRILLING COMPANY
Name of Company

Telephone: 512 (Area Code) 664-0114

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Jim Coles
Signature of Authorized Representative

Agent
Name of Person and Title (type or print)

Ammex Petroleum Corporation
Operator

Telephone: 915 (Area Code) 684-5871

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Ammex Petroleum Corporation (OPERATOR), Texas A&M "A" (LEASE), No. 2 (WELL); that such well is completed in the Giddings (Austin Chalk) Field, Burleson County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 80 (Eighty) acres which can reasonably be considered to be productive of hydrocarbons.

– CERTIFICATE –

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Date April 26, 1980 Signature Mary Hunter

Telephone 915 (AREA CODE) 684-5871 Title Agent

(30)

M. P. 74151
WELL # 2 "A" COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 8-6-80 BY MLB

5-31-90

121

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 23, 1980

Land Data
RECEIVED
JUL 25 1980
Houston, Texas

Getty Oil Company
6750 West Loop South
Suite 500
Belaire, Texas 77401

Attention: Southern Exploration and Production Division

RE: Texas A&M Lease M-74151
GOC T. #317063-002
Amoco #LPN L 552600
John P. Coles Survey, A-12
Foster's Store area
Burleson County, Texas

Gentlemen:

The primary term of the captioned lease ended on January 25, 1980. According to the records of this office this lease has not been extended under Provision 2 of the lease, and the lease is not being perpetuated by production nor by the payment of shut-in gas royalties. This office has received no rentals or royalties since the rental payment of November 9, 1978. From the records of this office it appears that the captioned lease has expired. If you have knowledge of facts which would prove otherwise, please contact this office at once. If we have had no response within ten days we shall regard the lease as expired.

Yours very truly,

Bob Armstrong

Lanvil Gilbert

By: Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749

We have answered your letter by marginal notation. If it is necessary for you to write again on this matter, please return this letter.

Amoco Production Company
P. O. Box 3092
Houston, Texas 77001

August 6, 1980

Until further notice, we will not be releasing the above lease.

Amoco Production Company

J. F. Kolojaco

J. F. Kolojaco

M 7415-1

Letter from Amoco

File Dated 8-6-80

Bob Armstrong, Commissioner

9-13-80

AMMEX Petroleum Corporation

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

161

September 18, 1980

M-74151

Don Ray George
402 Southgate Building
Austin, Texas 78741

Re: Texas A&M "A" No. 1-A
Texas A&M "A" No. 2
Snook Unit No. 1
Burleson County, Texas

Dear Don:

With reference to the captioned wells, we would like to amend the proration units from 80 acres to 160 acres in accordance with the field rule change for the Giddings (Austin Chalk) Field.

The Texas A&M "A" No. 1-A was potentialled January 15, 1980 and we are enclosing the original and three (3) copies of the Form P-15 and location plat to show the unit increase to 160 acres.

The Texas A&M "A" No. 2 was potentialled April 25, 1980, and we are enclosing the original and three (3) copies of the Form P-15 and location plat to show the unit increase to 160 acres.

The Snook Unit No. 1 was potentialled September 8, 1980, and we are enclosing the original and three (3) copies of the Form P-12, P-15, and location plat showing the unit increase to 160 acres.

If you forsee any difficulties with the Railroad Commision concerning any or all of these changes, please let us know as soon as possible.

Yours very truly,

Myrna "Vickie" Morris

cc: Getty Oil Company
Amoco Production Company
Texas A&M University System
General Land Office of Texas

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

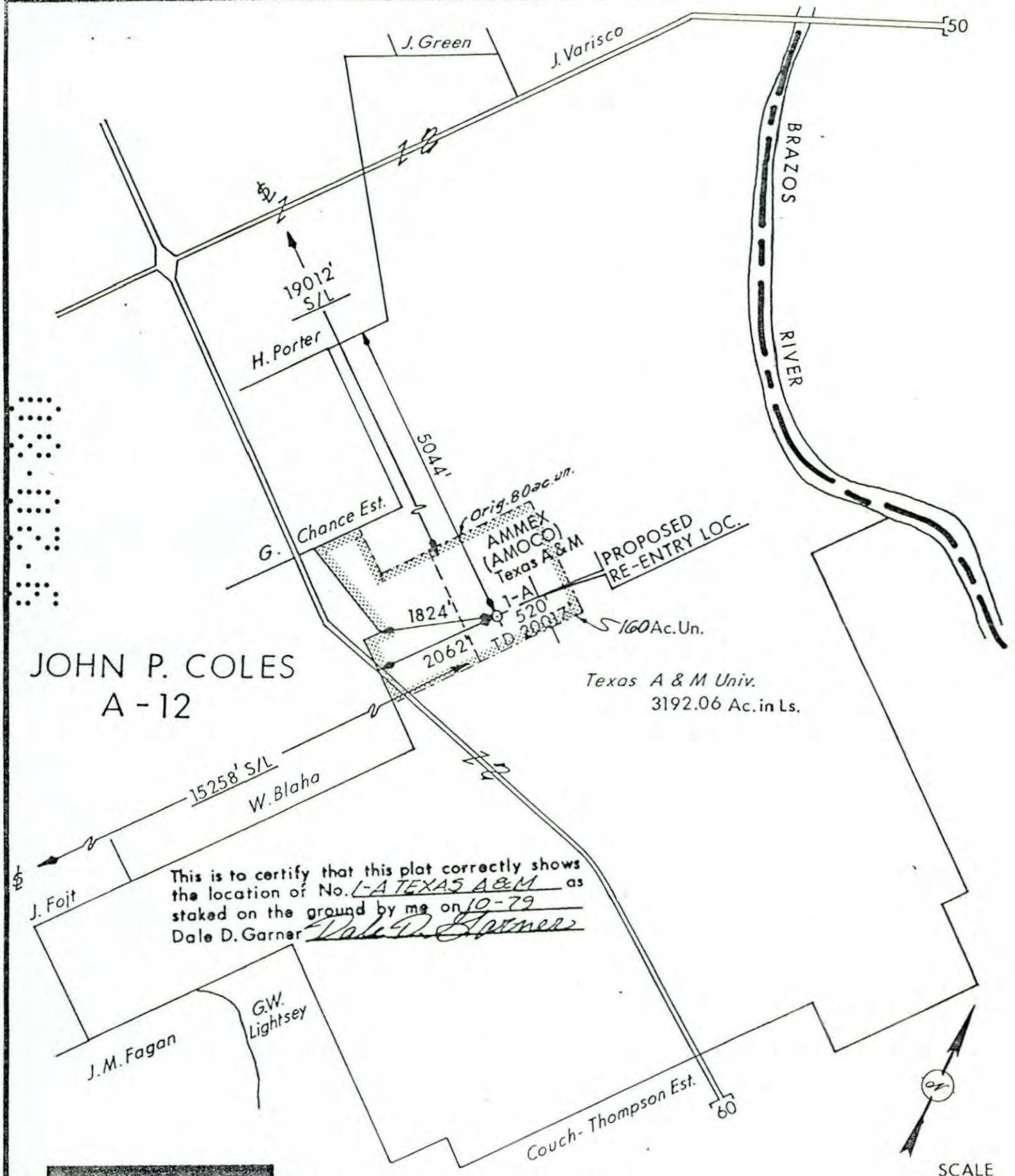
The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Ammex Petroleum, Inc. (OPERATOR), Texas A&M "A" (LEASE), No. 1A (WELL); that such well is completed in the Giddings (Austin Chalk) Field, Burleson County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 160 _____ acres which can reasonably be considered to be productive of hydrocarbons.

– CERTIFICATE –

I declare under penalties prescribed in Article 6036c, R. C. S., 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.

Date September 17, 1980 Signature [signature]

Telephone 915/684-5871 (AREA CODE) _____ Title Agent



AMMEX Petroleum Corporation

P O Box 164 • Midland, Texas 79702 • (915) 684-5671

TEXAS A&M NO.1-A UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC. ELEV. 223' GL

Form P-15
(5-5-71)

STATEMENT OF PRODUCTIVITY OF ACREAGE ASSIGNED TO PRORATION UNITS

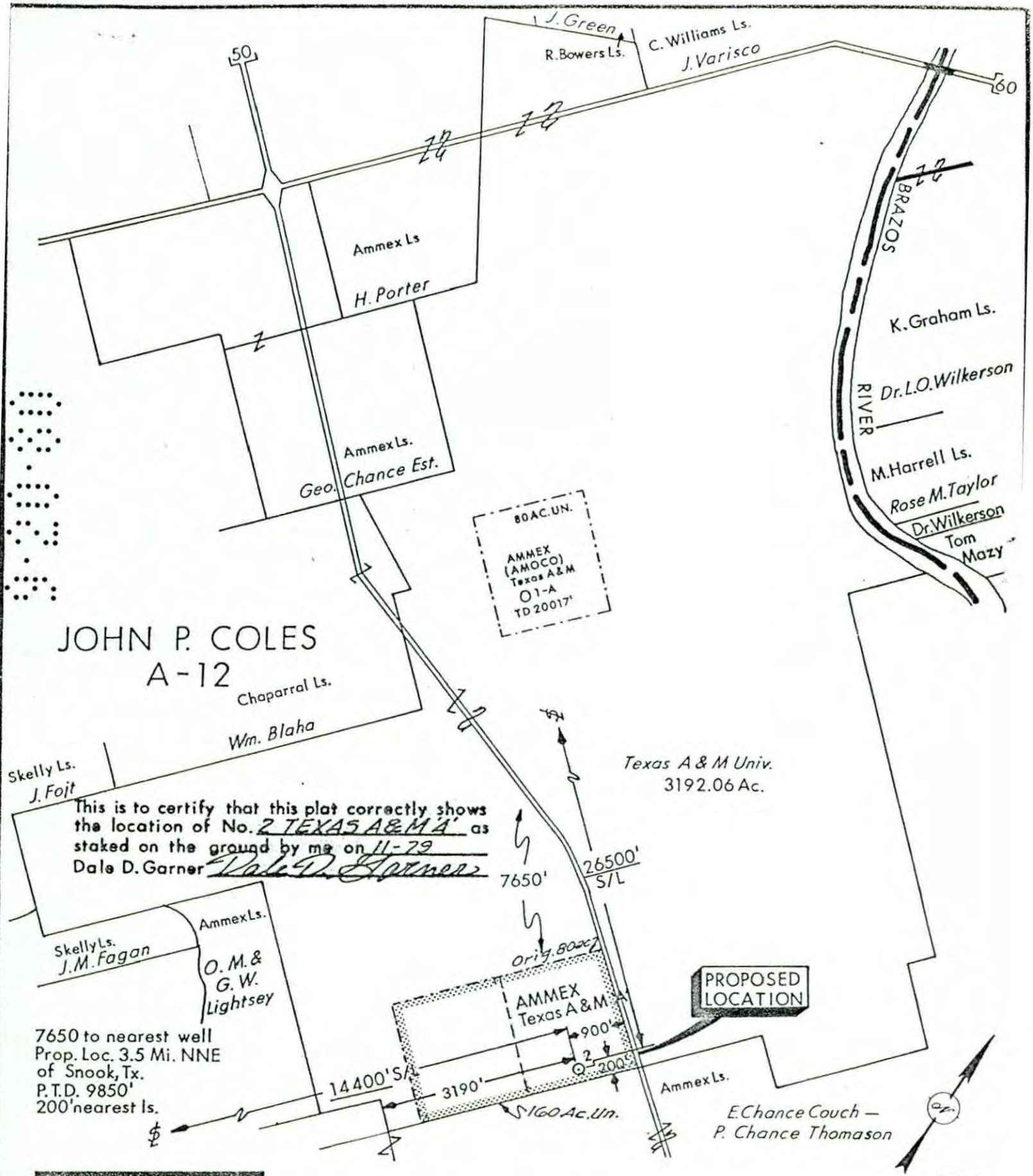
The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the Ammex Petroleum, Inc. (OPERATOR), Texas A&M "A" (LEASE), No. 2 (WELL); that such well is completed in the Giddings (Austin Chalk) Field, Burleson County, Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces 160 _____ acres which can reasonably be considered to be productive of hydrocarbons.

– CERTIFICATE –

I declare under penalties prescribed in Article 6036c, R. C. S., 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.

Date September 17, 1980 Signature [signature]

Telephone 915 (AREA CODE) 684-5871 Title Agent



AMMEX Petroleum Corporation

SCALE
1" = 2000'

P. O. Box 164 • Midland, Texas 79702 • (915) 684-5671

TEXAS A & M 'A' NO 2 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 219' GL

(32)

M-74151

Co. Ltr. w/ Proration Units Wells #1-A, & 2

Filed 9-23-80 E.F.

3-30-90

Getty Oil Company 6750 West Loop South, Suite 500; Bellaire, Texas 77401 • Telephone (713) 668-8400

E. N. Pedersen, Jr., Exploration Manager, Houston District
Southern Exploration and Production Division

November 6, 1980

Ms. Myrna Morris
Ammex Petroleum Corporation
P. O. Box 10507
Midland, Texas 79702

RE: Texas A&M Lease M-74151
Texas A&M "A" No. 1-A and No. 2
FO-3018
Foster Store Area
Burleson County, Texas

Dear Ms. Morris:

Mr. Dale Garner of NRG Exploration recently forwarded to me a metes and bounds description for a 160-acre unit around each of the subject wells. I, in turn, forwarded these descriptions to our Civil Engineering Department.

Please be advised that the description for the Texas A&M "A" No. 2 has been approved. However, I have been advised that the description for the "A" No. 1-A does not close by 448.8 feet.

Once again, as stated in my letters of August 12 and October 27, 1980, I request that we be furnished with a metes and bounds description for the "A" No. 1-A that has been prepared and certified by a qualified surveyor.

Very truly yours,

GETTY OIL COMPANY

Original Signed By
BARBARA DIANNE HAGOOD
(MISS) BARBARA DIANNE HAGOOD
Senior Land Technician

BDH:las

cc: See Attached List

cc: Mr. Dale D. Garner
Mr. George Bishop
NRG Exploration, Inc.
908 Town & Country Boulevard
Suite 115
Houston, Texas 77024

Mr. Richard A. Shanks
Shanks and Svetlik
Attorneys and Counselors at Law
507 Yorktown Plaza
5373 West Alabama
Houston, Texas 77056

Mr. Lanvil Gilbert, Attorney
Energy Resources Department ← This Copy For
General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

55.

M 74151

Letter: Getty to Annex

File Dated 11-6-80

Bob Armstrong, Commissioner

11.6.80

MEMORANDUM

TO: M-74151

FROM: Max Werkenthin

DATE: 1-16-81

SUBJECT: Royalty payments

(TEXAN # 857-3511)

Ms. Genevieve Graffeo, attorney for Tex. A&M System, called Del West to inquire whether GLO has recd any royalty pmts. on this lease.

I called Ms. Graffeo back and told her it appeared that we have recd no production reports or royalties, and that RRC ledgers indicated considerable oil & casinghead gas production beginning Jan., 1980.

I told her we would contact Annex about reports & royalty, and would keep her advised.

MW

(34)

M. F. 74151
CORRESPONDENCE FILE
To PHONE MEMO

From

Dated 1-16-81

12513 LINDA UNIT		6	1									KOCHO	20040	27151				
		1	1	11780				87671	434				23622	30132				
	2C	1	1	10640	7814			77571	491		491		21336	24231				
		3	1	11780	7146	7187			450		450		23622	25551				

DISPOSITION CODES: BLANK - PIPELINE; 1 - TRUCKS; 2 - TANK CARS OR BARGE; 3 - NET OIL FROM TANK CLEANING; 4 - CIRCULATING OIL; 5 - LOST; 6 - SEDIMENTATION; 7 - OTHER AND/OR COMBINATION; 8 - SKIM OIL; 9 - SCRUBBER OIL

C 17 ***C 17*** ***C 17***

OIL PRODUCTION LEDGER — RAILROAD COMMISSION OF TEXAS

FIELD / OPERATOR / LEASE		MO	CHG	NO. WELLS FLOW	NO. WELLS OTH	OIL - BARRELS ALLOW	PROD	DISPOSITIONS		EOM BAL	CUMU OVER	MOV BAL	OIL GATH	CASING HEAD GAS MCF LIMIT	PROD	LIFT
GIDDINGS (AUSTIN CHALK-3)	34733 500			/CONTINUED/												
AMMEX PETROLEUM, INC.	020413			/CONTINUED/												
12513 LINDA UNIT				/CONT/												
		4		1		11400	7813		78111	452		452		22860	31008	
		5		1		11780	9101	9099		454		454		23622	37213	
		6		1		11400	10456	10179		731		731	MATAD	22860	37022	
12527 MASSEY-GRAVES		1		2		19592	4687		59141	500		500		40672	9875	
		2		2		17696	3426		34311	495		495		36736	6978	
		3		2		19592	2801	2633		663		663		40672	8116	
		4		2	1	19464	2515	2120		1058		1058		40368	6127	
		5		2	1	27404	8256	8537		777		777		56296	17068	
		6		2	1	26520	5086	5077		790		790	KOCHO	54480	21560	
12656 VICKIE UNIT		1		1		341	54		1901	170		170		20336	1	
		2		1		308	57			227		227		18368	1	
		3		1		341	57			284		284		20336	1	
		4		1		330	74		1901	168		168		19680	1	
		5		1		341	48			216		216		20336	1	
		6		1		330	52			268		268	KOCHO	19680	1	
12657 BRACEWELL UNIT		1		1		1438	567		8051	493		493		20336	6048	
		2		1		1344	436		6041	325		325		18368	2731	
		3		1		1488	448		4081	365		365		20336	3161	
		4		1		1440	523		5211	367		367		19680	4505	
		5		1		1488	415			782		782		20336	1	
		6		1		1440	1			783		783	KOCHO	19680	1	
12671 CAROLINA		1		1		14198	5800		67751	434		434		31248	10757	
		2		1		12824	5438		52841	588		588		28224	6622	
		3	C	1		14198	5856	5753		691		691		31248	10956	
		4		1		13740	5044	5221		514		514		30240	18542	
		5		1		14198	5140	4886		768		768		31248	13358	
		6	G	1		13740	4113	4396		485		485	MATAD	30240	12627	
12678 TEXAS A&M -A-		1		2		12090	1252		12531	804		804		81344	1	
		2		2		10920	596		8051	595		595		73472	1	
		3		2		12090	824		8561	563		563		81344	1	
		4		2		11700	845		4151	993		993		78720	1	
		5		2		12090	707		5671	1133		1133		81344	1	
		6		2		11700	733		10581	808		808	KOCHO	78720	1	
12689 JANE		1		1		10478	5998		63981	227		227		23498	17167	
		2		1		9464	5445		54971	175		175		21224	14097	
		3	C	1		10478	6720	6404		491		491		23498	17023	
		4		1		10140	4513	4786		218		218		22740	14070	
		5		1		10478	3837	3419		636		636		23498	13636	
		6	G	1		10140	3435		38141	257		257	MATAD	22740	13221	
12733 LEHMANN		1		1		1674	282		5931	238		238		20336	75	
		2		1		1512	369		1901	417		417		18368	75	
		3		1		1674	422		3961	443		443		20336	25	
		4		1		1620	443		2141	672		672		19680	1	
		5		1		1674	553		8011	424		424		20336	1	
		6		1		1620	138		2151	347		347	KOCHO	19680	1	
12750 NAN UNIT		1		1		2635	790		12081	513		513		20336	1	
		2		1		2380	635		7031	445		445		18368	1	
		3	C	1		2635	602	757		290		290		20336	9	
		4		1		2550	536	699		127		127		19680	22	
		5		1		2635	457	303		281		281		20336	1	

OIL June '81



		11	1	13740	7469		8958	1003		1003		30240	5291		
ROD. FOR 1980	103404	12	1	14198	6922		65161	1409		1409	KOCHO	31248	14552		

BLANK PIPELINE 1 TRUCKS 2 TANK CARS OR BARGE 3 NET OIL FROM TANK CLEANING 4 CIRCULATING OIL 5 LOST 6 SEDIMENTATION 7 OTHER AND/OR COMBINATION 8 SKIM OIL 9 SCRUBBER OIL

OIL PRODUCTION LEDGER

FIELD / OPERATOR / LEASE		MO	DIST	NO. WELLS FLOW	NO. WELLS OTH	OIL BARRELS ALLOW	PROD	DISPOSITIONS	EOM BAL	CUMU OVER	MOV BAL	OIL GRTY	CASINGHEAD GAS MCF DIST	PROD
GIDDINGS (AUSTIN CHALK)	34733 500			/CONTINUED/										
AMMEX PETROLEUM, INC.	020413			/CONTINUED/										
12678 TEXAS A&M -A-		1		1	2805	1452		12521	200		200		11152	207
		2		1	4785	773		8301	143		143		19024	128
		3		1	5115	657		4351	365		365		20336	108
		4		2	7574	1536		8581	1043		1043		24928	294
		5	C	2	15283	2398		30071	434		434		40672	150
		6		2	14790	1397		13591	472		472		39360	150
		7		2	15283	1347		13581	461		461		40672	150
		8		2	11346	1224		11901	495		495		40672	150
		9		2	10980	1038		7611	772		772		39360	150
		10		2	12090	935		10181	689		689		81344	154
		11		2	11700	876		8301	735		735		78720	150
TOTAL PROD. FOR 1980	14333	12		2	12090	700		6301	805		805	KOCHO	81344	1
12689 JANE		1		1	2296	1975		14801	495		495		4592	514
		2		1	10736	9158		88341	819		819		21472	3448
		3		1	11749	8007		82161	610		610		23498	8387
		4		1	11370	9735		97531	592		592		22740	11701
		5	C	1	11749	8193		82471	538		538		23498	14296
		6		1	11370	7584		75301	592		592		22740	14199
		7		1	11749	8257		82041	645		645		23498	14328
		8		1	10478	8911		93381	218		218		23498	15980
		9		1	10140	9428		94551	191		191		22740	14745
		10		1	10478	9353		93031	241		241		23498	18601
		11		1	10140	7455		72041	492		492		22740	17826
TOTAL PROD. FOR 1980	94870	12		1	10478	6814		66791	627		627	KOCHO	23498	19369
12733 LEHMANN		1	C	1		238			238	238				29
		2		1	2550	2092		20661	264		264		16400	260
		3		1	3162	1185		12651	184		184		20336	1473
		4		1	3060	987		7921	379		379		19680	1228
		5	C	1	3162	658		7671	270		270		20336	600
		6		1	3060	742		6291	383		383		19680	600
		7		1	3162	596		3711	608		608		20336	461
		8		1	1188	468		7721	304		304		14432	440
		9		1	1620	502		4051	401		401		19680	624
		10		1	1674	488		5381	351		351		20336	95
		11		1	1620	439		2211	569		569		19680	78

OIL
1980

35

M. F. 74151

CORRESPONDENCE FILE

To RRC OIL PROD. LEDGER

From

Dated 1-16-81

BJ-6

General Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

January 20, 1981

Ms. Genevieve Graffeo
Office of the Vice Chancellor for Legal Affairs
Texas A & M University System
319 System Building
College Station, Texas 77843

RE: State Lease M-74151
Texas A & M lease"A"
Burleson County, Texas

Dear Ms. Graffeo:

Enclosed are copies of the January, 1981 proration schedule and pages from the oil production ledger of the Railroad Commision showing oil production on the captioned lease.

We will send you copies of our letters to the operator concerning compliance with the terms of the lease.

If we can be of further assistance, please do not hesitate to call.

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources Division
Phone: 512 475-6749

Enclosure:

(36)

M. F. 74151
CORRESPONDENCE FILE
To Texas A+M

From

Dated 1-20-81

MEMORANDUM

TO: M-74151 (Tex. A&M Lease)

FROM: May Wechentlin

DATE: 1-23-81

SUBJECT: Royalty pmts. & Production Rpts.

I called Vickie Morris at Amnex Petroleum (915) 684-5871 to find out why no reports & no royalty had been recd by GLO, when this lease had been producing oil & casinghead gas since 12/80. (see my letter infra dated 7/29/80 and RRC Oil Prod. Ledgers.)

She said Amnex was having problems getting their assignments from Amoco-Getty because of some title & surveying hangups, and that they hoped to get the assignments soon, and would get Division Orders to us in about a month.

I advised her that the Texas A&M office was concerned about the long delay and asked her to send a letter to them (A&M) and me, explaining situation, lest the Board of Regents decide to forfeit for delinquent royalties (see lease).

Later, I called Genevieve Graffeo at A&M & reported my discussion w/ Ms. Morris of Amnex, & told her I'd keep A&M informed.

37

M. F. 74151

CORRESPONDENCE FILE

To PHONE MEMO

From

Dated 1-23-81

mjw

January 27, 1981

Ammex Petroleum Company
P. O. Box 10507
Midland, Texas 79702

Attention: Ms. Julie Jefferies ~~Jeffreys~~

RE: State Lease M-74151
Texas A&M "A" Lease
(GOC T#317063-002)
(Amoco #LPN L652600)
John P. Coles Sur, A-12
Burleson County, Texas

Dear Ms. Jefferies:

Enclosed are copies of Production Report forms which are required to be filed monthly with the General Land Office according to the instructions accompanying the forms.

Reports should be completed and submitted, along with copies of purchase Statements, for each month from first production to date, and hereafter should be submitted monthly.

Since production began over a year ago, your earliest attention to this matter will be appreciated, as we need the completed reports to start our audit of this lease.

If you have any questions, please feel free to call.

Yours truly,

Bob Armstrong

2-12-81
Mike Nicklaus reported that he rec'd MA-1s from Ammex

By: Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure:

38

M. F. 74151
CORRESPONDENCE FILE
To ANNEX PETROL. CO.
From
Dated 1-27-81

121

AMMEX Petroleum, Inc.

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

January 26, 1981

Vice Chancellor for Legal Affairs
Texas A&M University
No. 319 System Building
College Station, Texas 77840

Re: Texas A&M Lease M-74151
GOC T # 317063-002
Amoco #LPH L 552600
John P. Coles Survey, A-12
Foster's Store Area
Burleson County, Texas

Dear Sir:

Pursuant to a telephone call from Mr. Max Werkentkin of the General Land Office, this letter to to bring your office up to date concerning the two wells we have drilled on the captioned lease.

As we discussed with Mr. Werkenthkin, we are still waiting for assignment of our rights to the properties from Getty Oil Company and Amoco Production Company. We understand from Getty Oil that these instruments are forthcoming. In fact, the assignment covering the Texas A&M "A" No. 2 well has been forwarded to Amoco Production for execution.

Our title work has been completed except for receipt of the assignments, and Division Orders will be prepared and released as soon as the assignments are received by us.

Yours very truly,

Myrna "Vickie" Morris
Secretary-Treasurer

cc: Max Werkentkin, GLO
Getty Oil Company, Bellaire, Texas

(39)

M. F. 74151
CORRESPONDENCE FILE
To AMMEX PETROL.
From
Dated 1-31-81

1.31.81

AMMEX PETROLEUM, INC.

P. O. Box 10507 • Midland, Texas 79702 • Phone (915) 684-5871

171

TO Commissioner of General Land Office
Attn: Max Werkenthin

DATE March 30, 1981

SUBJECT Texas A&M "A" #2
Burleson Co., Texas

M-74151

Attached for your information is recorded copy of Partial Assignment of Oil & Gas Lease from Amoco and Getty to our companies. Thank you for assisting us in this matter.

Very truly yours,

Leta P. Brown

Leta P. Brown
Secretary

LPB:lpb

MEMORANDUM

TO: M-74151

FROM: May Wechenthin

DATE: 4-6-81

SUBJECT: Assignment of Texas A&M "A" Lease (#2)

The attached instrument was rec'd 4-1-81 from Sunmey Pet. Corp., & purports to be a partial assignment of this lease from Getty & Smoco to Sunmey & NRG.

I phoned Genevieve Graffio at Tex A&M and Vickie Morris at Sunmey on 4/3/81 to inform them that this instrument cannot be officially filed & is not effective to assign lessee's interest, because:

1.) Assignment must be first approved by Tex A&M Bd of Regents
2.) Transfer fee of 10¢/acre and filing fee of $5 must be pd.
3.) Must have original document to file (or at least Cert Copy)

Also told them that 100-day deadline to file this particular assignment would end April 16, 1981 & Bd/Reg. probably won't meet in time.

Advised Vickie Morris to contact Tex A&M legal division to inquire what procedures are necessary to obtain Board approval & effective filing of an assignment.

* The attached instrument is placed in this file for information purposes only & is not an effective assignment.

MW Wechenthin

RBM:CBJ:CC

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

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

THAT, GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY, sometimes hereinafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby grant, bargain, sell, transfer, assign, and convey unto NRG EXPLORATION, INC., and AMMEX PETROLEUM CORPORATION, sometimes hereinafter referred to as "Assignees," their legal representatives, successors, and assigns, without warranty of title, either express or implied, and subject to the reservations hereinafter set forth, all of Assignors' right, title, and interest in and to that certain oil and gas lease dated January 25, 1977, from Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, at Page 52, of the Records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,500 feet drilled in the Texas A & M "A" No. 2 Well, INSOFAR BUT ONLY INSOFAR AS said lease covers and affects that certain 160 acres, more or less, around the said Texas A & M No. 2 Well in the John P. Coles Survey, Abstract 12, Burleson County, Texas, described as follows:

VOL 57 PAGE 120

Beginning at a point on the SW right-of-way of State Highway 50 and the SE lease line. The same being in the NW lease line of tract thirteen of Couch-Thomason 200 acre tract:

THENCE N 45° W 2000' for most northerly corner of said unit:

THENCE S 45° W 3485' for west corner;

THENCE S 45° E 2000' to point in SE lease line, the same being the south corner of said unit:

THENCE N 45° E 3485' to point of beginning and to contain 160 acres, more less.

(This assignment not valid)

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,500 feet drilled in the Texas A & M "A" No. 2 Well.

Reservation of Overriding Royalty

Assignors further except and reserve unto themselves, their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to the difference between Twenty-five Percent (25%) of all oil, gas, and other minerals that may be produced therefrom, and the total of all presently effective royalties, overriding royalties, production payments, and other like interests payable out of production therefrom. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating, or other costs and taxes, except production, severance, and windfall profit taxes. In the event the leasehold interest assigned hereunder (that is, the operating rights in the premises herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue) is less than the full leasehold interest in the depths assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

Cessation of Production VOL 57 PAGE 121

If any well on the premises herein assigned, or on lands pooled therewith, is completed as a commercial producer of oil or gas but ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days following such cessation of production. Such notification shall also include the

reasons that the well has ceased producing and Assignees' plans for either reestablishing production or plugging the well. If Assignees plan remedial action, Assignees shall keep Assignors advised as to the status of such work, and send Assignors weekly reports every Monday following notification that production has ceased until the well resumes production.

Shut-In Royalty Payments

Assignees shall make any shut-in gas well royalty payments accruing under the terms of the lease hereinabove described and necessitated by Assignees' shutting in of their well on the premises herein assigned or on lands pooled therewith. There shall be no apportionment of such shut-in gas well royalty between Assignors and Assignees. It is expressly understood and agreed that if Assignees elect not to make such payments, Assignees will give Assignors written notice of such election at least forty-five (45) days before such payment is due, and, if requested by Assignors, Assignees will reassign the premises herein assigned not less than thirty (30) days prior to the due date of such payment.

VOL 57 PAGE 122

Other Lease Payments made by Assignors

In the event that Assignors are obligated to make any rental, shut-in, or other payment under the terms of the hereinabove described lease, Assignors agree to use reasonable care and diligence in attempting to make such payment or payments; however, Assignors shall incur no liability to Assignees for any failure to make such payment or payments, or any failure to make same properly, timely, in the correct amount or amounts, to the proper party or parties, or otherwise, for whatever reason such failure may occur, including, but not limited to, inadvertent oversight or clerical error. Additionally, Assignees shall reimburse Assignors for a pro rata share of such payments to the extent

that such payments are necessary to maintain the leasehold interest herein assigned.

Renewal or Extension Leases

The provisions hereof shall apply to any new, renewal, or extension lease covering the premises herein assigned in whole or in part, whether acquired by Assignees for Assignees' account or by Assignors, within one (1) year of the expiration of the lease hereinabove described.

Reassignment Option

If any well on the premises herein assigned is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time Assignees desire to discontinue operations and plug the well or wells and release, surrender, or abandon the premises in whole or in part. Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not Assignors desire to take over the property and premises to be abandoned by paying the then salvage value of the material, equipment, and supplies on the premises. If Assignors elect to take over the well or wells, Assignees shall, within ten (10) days of a request therefor, deliver a properly executed assignment of the property and the premises, together with satisfactory evidence of title and possession.

Pooling Rights

Assignees shall have no authority to pool or unitize the leasehold interest herein assigned with other lands, leases, or interests without first obtaining written consent of both Assignors.

Option to Purchase Liquid Production

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice, to purchase

the liquid production attributable to the interest retained by Assignors at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignors shall have the right to discontinue purchasing it at any time by giving Assignees thirty (30) days' written notice, and shall have the right at any time thereafter to resume its purchase by giving Assignees thirty (30) days' written notice of Assignors' intentions. This right and option shall be a covenant running with the premises herein assigned.

Option to Purchase and/or Process Gas Production

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase all gas production from the premises herein assigned at the going market price and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed all separator residue gas allocated to the premises herein assigned for the recovery of liquid hydrocarbons not recovered by means of a conventional oilfield type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the premises herein assigned. The rights and options covered by this paragraph shall be a covenant running with the premises herein assigned.

VOL 57 PAGE 124

Reference to Farmout Agreement

This Assignment is made pursuant to and subject to all of the terms of that certain Farmout Letter Agreement No. 3018, dated May 16, 1979 (which letter was accepted and agreed

to on May 30, 1979), and to which reference is herein made for all purposes.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and effective the 6th day of January, 1981.

ASSIGNORS:

GETTY OIL COMPANY

By _____
AGENT

~~ATTEST:~~

AMOCO PRODUCTION COMPANY

_____
~~Secretary~~

By _____
Attorney-in-Fact
C. N. MENNINGER

APPROVED

ASSIGNEES:

ATTEST:

NRG EXPLORATION, INC.

_____
~~Secretary~~

By _____

ATTEST:

AMMEX PETROLEUM CORPORATION

_____
Secretary

By _____
Vice President

VOL 57 PAGE 125

THE STATE OF TEXAS }
}
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared M. C. LUTZ, known to me to be the person whose name is subscribed to the foregoing instrument as AGENT of GETTY OIL COMPANY, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of January, 1981.

Dorothy Ann Reid
Notary Public in and for
DOROTHY ANN REID
Notary Public in and for State of Texas
My Commission Expires August 7, 1984

VOL 57 PAGE 126

THE STATE OF Texas }
}
COUNTY OF Harris }

BEFORE ME, the undersigned authority, on this day personally appeared C. N. MENNINGER, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of February, 1981.

Shirley B Barnes
Notary Public in and for
SHIRLEY B. BARNES
Notary Public, Harris County, Texas
My Commission Expires 11-3-81

THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared George Bishop, known to me to be the person whose name is subscribed to the foregoing instrument as President of NRG EXPLORATION, INC., a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of March, 1981.

NOTARY PUBLIC · HARRIS COUNTY, TEXAS

Sharon B. Hillebrandt
Notary Public in and for
SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1982
Bonded by Alexander Lovell, Lawyers Surety Corp.

THE STATE OF Texas

COUNTY OF Midland

BEFORE ME, the undersigned authority, on this day personally appeared Vince L. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of AMMEX PETROLEUM CORPORATION, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of March, 1981.

VOL 57 PAGE 127

JULIE JEFFREYS
Notary Public, State of Texas
My Commission Expires 11-84

Julie Jeffreys
Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16 DAY OF March, 19 81, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 24 DAY OF March, 19 81, AT 3:30 O'CLOCK P. M., IN THE Oil And Gas Lease RECORD OF SAID COUNTY, IN VOL. 57, PAGE 120-127

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

BY Susan Hinzel DEPUTY

(40)

M - 74151
Legal Memo 4
(Well #2) Invalid Assignment *
memo dated 4-6-81

* Invalid Assignment instrument placed in file for information purposes only.

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

April 6, 1981

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

Ms. Vicki Morris
Ammex Petroleum, Inc.
P. O. 10507
Midland, Texas 79702

Subject: Partial Assignment of Oil & Gas Lease-
Texas A&M Well Number 2

Dear Ms. Morris:

We are in receipt of your transmittal dated March 30, 1981, containing producers monthly reports of oil well production and a partial assignment of an oil and gas lease from Getty Oil Company and Amoco Production Company to NRG Exploration and Ammex Petroleum. I would direct your attention to the provisions of the original oil and gas lease executed by the Board of Regents to Skelly Oil in which it is stated that any such assignment must be approved by the Board of Regents. In conjunction with the applicable provisions of the Education Code regarding recordation of such an assignment in the General Land Office, it is necessary that Board approval be obtained within one hundred days of the date of the first acknowledgment of the assignment. According to our calculations, that would be April 16, 1981. It is impossible for the Board to act to approve this assignment any time prior to its next regularly scheduled meeting which will be in May of 1981. Therefore, we respectfully request that you reexecute this partial assignment and forward the same to this office by May 6, 1981, so that we may be able to submit it to the Board of Regents at its meeting on May 25-26.

The General Land Office has informed me that you are required to pay a statutory assignment fee of ten cents per acre totaling $16.00 and a filing fee of $5.00 at the time you file your assignment with them. When you forward your

new assignments to me, please include two checks made out to the Commissioner of the General Land Office in the amount of $5.00 and $16.00, respectively. In the event the assignment is approved, you will be notified and the approved assignment along with your checks and a certified copy of the Board Minute Order will be forwarded to the General Land Office.

We regret any inconvenience this may have caused. We trust that Ammex will remain cognizant of this particular provision of the lease in its future assignments. If you have any questions or comments, feel free to get in touch with me.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:dp

cc: Mr. Max J. Werkenthin
Oil & Gas Division
General Land Office

W. C. Freeman
Executive Vice Chancellor for
Administration
Texas A&M University

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M. F. 74151
CORRESPONDENCE FILE
Texas A & M Univ.

From

Dated 4-6-81

4-9-81

03

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

April 7, 1981

Amnex Petroleum, Inc.
P.O.Box 164
Midland, Texas 79702

RE: State Lease M-74151
Texas A & M "A"
Giddings Field
Burleson County, Texas

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

Harry T. Finnell, Supervisor Gas Contracts
Resource Accounting
Telephone No. 512-475-4541
HF/glc
Enclosure

(42)

M. F. 74151

CORRESPONDENCE FILE

TO

Amoco Petroleum

~~FROM~~

DATED 4-7-81

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
7/9/81		Assignment Fee - 160 acres of Texas A&M Land for Ammex-Texas A&M "A" No. 2 well @ 10¢/acre				$16.00

133140

V-3

1971

AMMEX Petroleum, Inc.

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

April 14, 1981

Ms. Barbara Hagood
Getty Oil Company
6750 West Loop South, Suite 500
Bellaire, Texas 77401

Mr. Mark Miller
Amoco Production Company
P. O. Box 3092
Houston, Texas 77001

Re: Texas A & M "A" No. 1-A
FO-3018; Ammex-NRG
Foster Store Area
Burleson County, Texas

Dear Ms. Hagood and Mr. Miller:

Enclosed for your information are copies of the fully executed assignment on the captioned property.

Pursuant to instructions from Mrs. Genevieve Graffeo, Staff Attorney for A & M, we are having the original instrument recorded in Burleson County, Texas, and are requesting two certified copies of the instrument. These documents, along with the payment to the General Land Office, are to be delivered to Mrs. Graffeo, to reach her prior to May 5, 1981.

At such time as the Board of Regents approves the assignment, either the original or one of the certified copies will be returned to us. We will provide all parties with copies of the approved and recorded instrument at that time.

Yours very truly,

Vickie Morris

Myrna "Vickie" Morris
Title Department

cc: Mrs. Genevieve Graffeo
310 System Building
Texas A & M University
College Station, Texas 77843

cc: Mr. Max Werkenthein ✓
General Land Office
Austin, Texas 78701

NRG Exploration, Inc.
11999 Katy Freeway, Suite 450
Houston, Texas 77079

Shanks and Svetlik
5373 West Alabama, Suite 507
Houston, Texas 77056

(43)

M. F. 74151
CORRESPONDENCE FILE
To Summex Petrol

From

Dated 4-14-81

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

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

THAT, GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY, sometimes hereinafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby grant, bargain, sell, transfer. assign, and convey unto NRG EXPLORATION, INC., and AMMEX PETROLEUM CORPORATION, sometimes hereinafter referred to as "Assignees," their legal representatives, successors, and assigns, without warranty of title, either express or implied, and subject to the reservations hereinafter set forth, all of Assignors' right, title, and interest in and to that certain oil and gas lease dated January 25, 1977, from Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, at Page 52, of the Records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,350 feet drilled in the Texas A & M "A" No. 1-A Well, INSOFAR BUT ONLY INSOFAR as said lease covers and affects that certain 160 acres, more or less, around the said Texas A & M "A" No. 1-A Well in the John P. Cole 7-1/2 League, Abstract 12, Burleson County, Texas, described as follows:

> COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J. S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;
>
> THENCE S 44°10'W, a distance of 500.00 feet to a point for corner;
>
> THENCE N 18°30'W, a distance of 33.33 feet to a point for corner;
>
> THENCE S 43°50'W, a distance of 6911.11 feet to a point for corner;
>
> THENCE S 45°30'E, a distance of 2883.33 feet to a point for corner;
>
> THENCE S 44°20'W, a distance of 595.24 feet to the PLACE OF BEGINNING of the herein described tract.

* (This assignment not valid)

THENCE S 45°50'E, a distance of 747.27 feet to a point for corner;

THENCE N 44°10'E, a distance of 2546.90 feet to a point for corner;

THENCE S 45°50'E, a distance of 1866.76 feet to a point for corner;

THENCE S 44°10'W, a distance of 3461.76 feet to a point for corner;

THENCE N 45°50'W, along a Southwesterly line of said 2776.36 acre tract, a distance of 951.42 feet to a point for corner;

THENCE N 42°50'E, along a Northerly line of said 2776.36 acre tract, a distance of 305.56 feet to a point for corner;

THENCE N 59°20'W, along a Southerly line of said 2776.36 acre tract a distance of 1705.56 feet to a point for corner.

THENCE N 44°20'E, along a Northwesterly line of said 2776.36 acre tract, a distance of 1007.54 feet to the PLACE OF BEGINNING of the herein described tract.

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,530 feet drilled in the Texas A & M "A" No. 1-A Well.

Assignors further except and reserve unto themselves, their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to Twenty-five Percent (25%) of all oil, gas and other minerals that may be produced therefrom, subject to and burdened with any presently effective royalties, overriding royalties, production payments, and other like interests payable out of production from the acreage and depths so assigned. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating or other costs and taxes, except production, severance, and windfall profit taxes. In the event the leasehold interest

herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue) is less than the full leasehold interest in the depth assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

In order to facilitate the payment of any necessary shut-in gas payments, assignees shall, in the event Assignees anticipate that a well may be completed as a well capable of producing gas or gas and associated liquid hydrocarbons and which will be shut-in prior to the commencement of production due to the lack of a market, notify Assignors of such fact in sufficient time to permit Assignors to make a timely shut-in payment but in no event less than ten days prior to the date the well is to be first shut in.

If any well on the leases covered hereby, or any well on tracts of land with which said leases are pooled, is completed as a commercial producer of oil or gas, and ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days from the date of cessation of production. Such notification shall also include the reasons that the well is off production and Assignees' plans for reestablishing production or plugging the well. If Assignees plans remedial action, Assignees shall keep Assignors advised as to the status of Assignees work, such notification to be sent to Assignors on each Monday following the original notification until the well is placed back on production.

Assignors shall have no control over the well(s) which shall be drilled, plugged and/or completed at Assignees' sole cost, risk and expense; and the drilling or any subsequent operations in connection therewith shall not be considered as a joint undertaking, mining or otherwise, and Assignors shall not be liable for any part of the cost; and Assignees agree to protect, indemnify

and save Assignors harmless from all liens, claims, demands and causes of action arising directly or indirectly in connection with such operations.

If a commercial producer of oil or gas is completed as an offset to the lease(s) covered hereby, Assignees agree to commence in accordance with the terms of the affected oil and gas lease(s), but in no event later than sixty (60) days thereafter, operations for the drilling of a well as an offset thereto on the lease(s) Assignors have assigned to Assignees hereunder. In the event Assignees fail to commence and drill the required offset as provided herein, Assignors shall have the option of receiving from Assignees a reassignment of the undeveloped portion of the acreage of any such affected oil and gas lease(s). Assignees shall make all delay rental, shut-in, "Pugh Clause," and other payments of any kind or character which might accrue under the terms of said lease(s) from and after the date of this assignment. It is expressly understood and agreed that if Assignees elect not to pay any such payments that may become due on the lease(s) assigned, Assignees will give Assignors forty-five (45) days' written notice of its intention to surrender the lease(s) and, at Assignors' option, Assignees will reassign (them) to Assignors not less than thirty (30) days prior to the due date of such payment.

In the event that Assignors are obligated, under any of the other terms and provisions hereof, to make any rental, shut-in or other payment required or authorized under the terms of the lease or any of the leases subject hereto, then Assignors agree to use reasonable care and diligence in attempting to make any such payment or payments; however, Assignors shall incur no liability to Assignees for any failure to make any such payment or payments, or any failure to make same properly, timely, in the correct amount or amounts, to the proper party or parties, or otherwise, for whatever reason such failure may occur, including,

but not limited to, inadvertent oversight or clerical error.

The provisions herein shall likewise apply to any new, renewal, or extension lease(s), as to all depths covered by such new, renewal or extension lease(s), acquired either by Assignees for Assignees' account or by Assignors, within one year of the expiration of the lease(s) described herein, on the lands covered hereby so that the parties hereto shall be entitled to the same interest in said new, renewal, or extension lease(s) as they would have under the lease or leases described herein regardless of whether or not said new, renewal or extension lease(s) is (are) for the entire interest covered by the expiring lease or leases or cover(s) only a portion of its (their) area or an interest therein.

If any well on the lease(s) covered hereby is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time Assignees desire to discontinue operations and plug the well or wells and release, surrender or abandon such lease(s) in whole or in part; and Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not Assignors desire to take over the lease(s) or part thereof to be abandoned at the then salvage value of the material, equipment and supplies thereon. If Assignors elect to take over the well or wells and lease(s) or part thereof under this option, Assignees shall within ten (10) days thereafter deliver a properly executed assignment and satisfactory evidence of title and possession of the property, for which Assignor shall make prompt payment.

Assignees shall have no authority to pool or unitize the lease, leases or interests assigned to Assignees with other lands, leases or interests in such manner as to affect Assignors' rights and interest without first obtaining Assignors' written consent.

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice to purchase

the liquid production as to the interest retained by Assignors at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignors shall have the right to discontinue purchasing it at any time by giving thirty (30) days' written notice and shall have the right at any time thereafter to resume the purchase of such by giving Assignees thirty (30) days' written notice of Assignors' intentions. This right and option shall be a covenant running with the assigned acreage and is specifically reserved.

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase the gas production allocated to the acreage assigned hereunder at the going market price and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed the separator residue gas allocated to the assigned acreage covered hereby for the recovery of liquid hydrocarbons not recovered by means of a conventional oil field type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the assigned acreage covered hereby. The rights and options covered by this paragraph shall be a covenant running with the assigned acreage and is specifically reserved herein.

This Assignment is made pursuant to all of the terms and provisions of that certain Farmout Letter Agreement No. 3018, dated May 16, 1979 (which letter was accepted and agreed to on May 30, 1979), and to which reference is herein made for all purposes.

IN WITNESS WHEREOF, the parties have caused this assignment to be executed this 26th day of February, 1981.

ASSIGNORS:

GETTY OIL COMPANY

By M. C. Ly
AGENT

AMOCO PRODUCTION COMPANY

By C. N. Menninger
Attorney-in-Fact

APPROVED

ASSIGNEES: C. N. MENNINGER

NRG EXPLORATION, INC.

By George Kinsley

AMMEX PETROLEUM CORPORATION

By B. J. Green

THE STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, M. C. LUTZ, who acknowledged that he is the AGENT of GETTY OIL COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said GETTY OIL COMPANY.

GIVEN under my hand and official seal this the 26th day of February, 1981.

Dorothy Ann Reid
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
DOROTHY ANN REID
Notary Public in and for State of Texas
My Commission Expires August 7, 1984

STATE OF Texas §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, C. N. MENNINGER, who acknowledged that he is the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMOCO PRODUCTION COMPANY.

GIVEN under my hand and official seal this the 30th day of March, 1981.

Shirley B. Barnes
Notary Public in and for
Harris County,
Texas

My Commission Expires:
SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-81

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, GEORGE BISHOP, who acknowledged that he is the PRESIDENT of NRG EXPLORATION, INC., a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said NRG EXPLORATION, INC.

GIVEN under my hand and official seal this the 6th day of April, 1981, ~~1980~~.

SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

Sharon B. Hillebrandt
Notary Public in and for
_____ County,

My Commission Expires:

_____

STATE OF Texas §
§ SS.
COUNTY OF Midland §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, Bob L. Johnson, who acknowledged that he is the President of AMMEX PETROLEUM CORPORATION, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMMEX PETROLEUM CORPORATION.

GIVEN under my hand and official seal this the 13th day of April, 1981.

MYRNA MORRIS
Notary Public, State of Texas
My Commission Expires
12-31-84

Myrna Morris
Notary Public in and for
Midland County,
Texas

My Commission Expires:

December 31, 1984

(44)

xx-74151

Invalid Assignment (partial)
of Well # 1-A (Tex A&M)
recd 4-16-81

---

* invalid assignment instrument placed in file for information purposes only.

4.16.81

May 11, 1981

Ms. Genevieve Graffeo
Office of the Vice Chancellor for Legal Affairs
Texas A & M University System
319 System Building
College Station, Texas 77843

RE: State Lease M-74151
Texas A & M "A" Lease
John P. Coles Survey, A-12
Burleson County,Texas

Dear Ms. Graffeo:

Pursuant to our telephone discussion of May 7, 1981, enclosed is an oil Division Order sent to this office by Ammex Petroleum, Inc. regarding the #2 well on the captioned lease.

We are forwarding this instrument to you because Texas A & M University is the actual owner of the royalty interest in this lease. The General Land Office is designated by statute and the lease agreement as the depository for all royalty payments accruing to Texas A & M University, however this office lacks the authority to execute Division Orders under this lease.

The General Land Office should receive a copy of all Division Orders regarding Texas A & M University oil and gas leases for information purposes, however the original instrument should be directed to the Texas A & M University System Office.

In addition, the named "royalty interest owner"on this Division Order (and subsequent instruments) should probably be changed to reflect the ownership interest of Texas A & M University, and the status of the General Land Office as statutorily designated depository or payee for the benefit of Texas A & M Univ.

If you have any questions, please call the undersigned.

Yours truly,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure:

cc: Ms. Vickie Morris
Ammex Petroleum Company
Midland, Texas 79702

(45)

M. F. 74151

CORRESPONDENCE FILE

To Texas A&M Univ.

From

Dated 5-11-81

121

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

June 1, 1981

Mr. Max J. Werkenthin
Attorney at Law
Energy Resources Division
General Land Office
Austin, Texas 78701

Dear Mr. Werkenthin:

By means of this letter I am returning the oil division orders which you sent to my office for execution by the proper officials of The Texas A&M University System. After consideration of the legal and administrative aspects of executing such division orders, our administration has come to the conclusion that we would prefer that the General Land Office continue administering this aspect of the oil and gas leases for the university. This is based partly on the fact that your office has a greater degree of expertise and experience in handling such matters. In addition, it would require the procurement of a specific grant of authority from the The Texas A&M University System Board of Regents allowing an individual to execute these documents.

We appreciate your concern for our convenience in administering our mineral lands. However, we respectfully request that division orders continue to be acknowledged or executed by your office.

We appreciate all the help and cooperation you have extended to us in the past, and look forward to working closely with you in the future.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:dp
Enclosure

cc: Ms. Vickie Morris
Ammex Petroleum Company
P. O. Box 10507
Midland, Texas 79002

(46)

M. F. 74151
CORRESPONDENCE FILE

~~To~~

Texas A&M Univ.

From

Dated 6-3-81

E. 3.81

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

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

THAT, GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY, sometimes hereinafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby grant, bargain, sell, transfer. assign, and convey unto NRG EXPLORATION, INC., and AMMEX PETROLEUM CORPORATION, sometimes hereinafter referred to as "Assignees," their legal representatives, successors, and assigns, without warranty of title, either express or implied, and subject to the reservations hereinafter set forth, all of Assignors' right, title, and interest in and to that certain oil and gas lease dated January 25, 1977, from Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, at Page 52, of the Records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,350 feet drilled in the Texas A & M "A" No. 1-A Well, INSOFAR BUT ONLY INSOFAR as said lease covers and affects that certain 160 acres, more or less, around the said Texas A & M "A" No. 1-A Well in the John P. Cole 7-1/2 League, Abstract 12, Burleson County, Texas, described as follows:

> COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J. S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;
>
> THENCE S 44°10'W, a distance of 500.00 feet to a point for corner;
>
> THENCE N 18°30'W, a distance of 33.33 feet to a point for corner;
>
> THENCE S 43°50'W, a distance of 6911.11 feet to a point for corner;
>
> THENCE S 45°30'E, a distance of 2883.33 feet to a point for corner;
>
> THENCE S 44°20'W, a distance of 595.24 feet to the PLACE OF BEGINNING of the herein described tract.

THENCE S 45°50'E, a distance of 747.27 feet to a point for corner;

THENCE N 44°10'E, a distance of 2546.90 feet to a point for corner;

THENCE S 45°50'E, a distance of 1866.76 feet to a point for corner;

THENCE S 44°10'W, a distance of 3461.76 feet to a point for corner;

THENCE N 45°50'W, along a Southwesterly line of said 2776.36 acre tract, a distance of 951.42 feet to a point for corner;

THENCE N 42°50'E, along a Northerly line of said 2776.36 acre tract, a distance of 305.56 feet to a point for corner;

THENCE N 59°20'W, along a Southerly line of said 2776.36 acre tract a distance of 1705.56 feet to a point for corner.

THENCE N 44°20'E, along a Northwesterly line of said 2776.36 acre tract, a distance of 1007.54 feet to the PLACE OF BEGINNING of the herein described tract.

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,530 feet drilled in the Texas A & M "A" No. 1-A Well.

Assignors further except and reserve unto themselves, their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to Twenty-five Percent (25%) of all oil, gas and other minerals that may be produced therefrom, subject to and burdened with any presently effective royalties, overriding royalties, production payments, and other like interests payable out of production from the acreage and depths so assigned. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating or other costs and taxes, except production, severance, and windfall profit taxes. In the event the leasehold interest

herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue) is less than the full leasehold interest in the depth assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

In order to facilitate the payment of any necessary shut-in gas payments, assignees shall, in the event Assignees anticipate that a well may be completed as a well capable of producing gas or gas and associated liquid hydrocarbons and which will be shut-in prior to the commencement of production due to the lack of a market, notify Assignors of such fact in sufficient time to permit Assignors to make a timely shut-in payment but in no event less than ten days prior to the date the well is to be first shut in.

If any well on the leases covered hereby, or any well on tracts of land with which said leases are pooled, is completed as a commercial producer of oil or gas, and ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days from the date of cessation of production. Such notification shall also include the reasons that the well is off production and Assignees' plans for reestablishing production or plugging the well. If Assignees plans remedial action, Assignees shall keep Assignors advised as to the status of Assignees work, such notification to be sent to Assignors on each Monday following the original notification until the well is placed back on production.

Assignors shall have no control over the well(s) which shall be drilled, plugged and/or completed at Assignees' sole cost, risk and expense; and the drilling or any subsequent operations in connection therewith shall not be considered as a joint undertaking, mining or otherwise, and Assignors shall not be liable for any part of the cost; and Assignees agree to protect, indemnify

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and save Assignors harmless from all liens, claims, demands and causes of action arising directly or indirectly in connection with such operations.

If a commercial producer of oil or gas is completed as an offset to the lease(s) covered hereby, Assignees agree to commence in accordance with the terms of the affected oil and gas lease(s), but in no event later than sixty (60) days thereafter, operations for the drilling of a well as an offset thereto on the lease(s) Assignors have assigned to Assignees hereunder. In the event Assignees fail to commence and drill the required offset as provided herein, Assignors shall have the option of receiving from Assignees a reassignment of the undeveloped portion of the acreage of any such affected oil and gas lease(s). Assignees shall make all delay rental, shut-in, "Pugh Clause," and other payments of any kind or character which might accrue under the terms of said lease(s) from and after the date of this assignment. It is expressly understood and agreed that if Assignees elect not to pay any such payments that may become due on the lease(s) assigned, Assignees will give Assignors forty-five (45) days' written notice of its intention to surrender the lease(s) and, at Assignors' option, Assignees will reassign (them) to Assignors not less than thirty (30) days prior to the due date of such payment.

In the event that Assignors are obligated, under any of the other terms and provisions hereof, to make any rental, shut-in or other payment required or authorized under the terms of the lease or any of the leases subject hereto, then Assignors agree to use reasonable care and diligence in attempting to make any such payment or payments; however, Assignors shall incur no liability to Assignees for any failure to make any such payment or payments, or any failure to make same properly, timely, in the correct amount or amounts, to the proper party or parties, or otherwise, for whatever reason such failure may occur, including,

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but not limited to, inadvertent oversight or clerical error.

The provisions herein shall likewise apply to any new, renewal, or extension lease(s), as to all depths covered by such new, renewal or extension lease(s), acquired either by Assignees for Assignees' account or by Assignors, within one year of the expiration of the lease(s) described herein, on the lands covered hereby so that the parties hereto shall be entitled to the same interest in said new, renewal, or extension lease(s) as they would have under the lease or leases described herein regardless of whether or not said new, renewal or extension lease(s) is (are) for the entire interest covered by the expiring lease or leases or cover(s) only a portion of its (their) area or an interest therein.

If any well on the lease(s) covered hereby is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time Assignees desire to discontinue operations and plug the well or wells and release, surrender or abandon such lease(s) in whole or in part; and Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not Assignors desire to take over the lease(s) or part thereof to be abandoned at the then salvage value of the material, equipment and supplies thereon. If Assignors elect to take over the well or wells and lease(s) or part thereof under this option, Assignees shall within ten (10) days thereafter deliver a properly executed assignment and satisfactory evidence of title and possession of the property, for which Assignor shall make prompt payment.

Assignees shall have no authority to pool or unitize the lease, leases or interests assigned to Assignees with other lands, leases or interests in such manner as to affect Assignors' rights and interest without first obtaining Assignors' written consent.

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice to purchase

the liquid production as to the interest retained by Assignors at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignors shall have the right to discontinue purchasing it at any time by giving thirty (30) days' written notice and shall have the right at any time thereafter to resume the purchase of such by giving Assignees thirty (30) days' written notice of Assignors' intentions. This right and option shall be a covenant running with the assigned acreage and is specifically reserved.

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase the gas production allocated to the acreage assigned hereunder at the going market price and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed the separator residue gas allocated to the assigned acreage covered hereby for the recovery of liquid hydrocarbons not recovered by means of a conventional oil field type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the assigned acreage covered hereby. The rights and options covered by this paragraph shall be a covenant running with the assigned acreage and is specifically reserved herein.

This Assignment is made pursuant to all of the terms and provisions of that certain Farmout Letter Agreement No. 3018, dated May 16, 1979 (which letter was accepted and agreed to on May 30, 1979), and to which reference is herein made for all purposes.

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IN WITNESS WHEREOF, the parties have caused this assignment to be executed this 26th day of February, 1981.

ASSIGNORS:

GETTY OIL COMPANY

By M. C. Day
AGENT

AMOCO PRODUCTION COMPANY

By C. N. Menninger
Attorney-in-Fact

APPROVED

ASSIGNEES: C. N. MENNINGER

NRG EXPLORATION, INC.

By George Rushing

AMMEX PETROLEUM CORPORATION

By B. J. Johnson

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THE STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, M. C. LUTZ, who acknowledged that he is the AGENT of GETTY OIL COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said GETTY OIL COMPANY.

GIVEN under my hand and official seal this the 26th day of February, 1981.

Dorothy Ann Reid
Notary Public in and for
Harris County, T e x a s

My Commission Expires:
DOROTHY ANN REID
Notary Public in and for State of Texas
My Commission Expires August 7, 1984

STATE OF Texas §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, C. N. MENNINGER, who acknowledged that he is the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMOCO PRODUCTION COMPANY.

GIVEN under my hand and official seal this the 30th day of March, 1981.

Shirley B. Barnes
Notary Public in and for
Harris County,
Texas

My Commission Expires:
SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-81

VOL 59 PAGE 552

TE OF TEXAS

OF BURLESON

JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT

TING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21

April, 19 81, AT 9:45 O'CLOCK A. M., AND DULY RECORDED ON 30

April, 19 81, AT 2:00 O'CLOCK P. M., IN THE

s Lease RECORD OF SAID COUNTY, IN VOL. 59, PAGE 545-554

AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS.

TEN.

JOHN J. TOUPAL

COUNTY CLERK, BURLESON COUNTY, TEXAS

DEPUTY

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, GEORGE BISHOP, who acknowledged that he is the PRESIDENT of NRG EXPLORATION, INC., a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said NRG EXPLORATION, INC.

GIVEN under my hand and official seal this the 6th day of April, 1981, ~~1980~~.

VOL 59 PAGE 553

Sharon B. Hillebrandt
Notary Public in and for
_____ County,

SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

My Commission Expires:

_____

STATE OF Texas §
§ SS.
COUNTY OF Midland §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, Bob L. Johnson, who acknowledged that he is the President of AMMEX PETROLEUM CORPORATION, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMMEX PETROLEUM CORPORATION.

GIVEN under my hand and official seal this the 13th day of April, 1981.

MYRNA MORRIS
Notary Public, State of Texas
My Commission Expires
12-31-84

Myrna Morris
Notary Public in and for
Midland County,
Texas

My Commission Expires:
December 31, 1984

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(47)

3887

(47)

M. 74151

Partial Assignment

File Dated 6-4-81

Bob Armstrong, Commissioner

RECEIVED AS STATED
$5.00

Date 6-4-81
Reg No. 125473

GENERAL LAND OFFICE

RECEIVED AS STATED
$16.00

Date 6-4-81
Reg No. 125473

GENERAL LAND OFFICE

FILED FOR RECORD
at 9:45 o'clock A. M.
APR 21 1981
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By Janet Meier Deputy

21.00
pd.
2 c/c $20.00
pd

567-3276
"Beebe"

E. 4-81 E. 4-81

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
4/14/81		Statutory Filing Fee Assignment of 160 acres Texas A&M University land for Texas A&M "A" No. 1-A, Burleson Co.	16.00			
		Filing Fee	5.00			$ 21.00

125473

V-3

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

June 3, 1981

319 System Bldg.
713-845-3511

Mr. Max J. Werkenthin
Attorney at Law
Energy Resources Division
General Land Office
Stephen F. Austin State Office Building
Austin, Texas 78701

Dear Max:

Attached please find the documents relating to the partial asignment of interest in the Texas A&M University No. 1-A well from Getty Oil and Amoco Production to NRG Exploration, Inc. and Ammex Petroleum. A check for the statutory and filing fees is enclosed.

The one hundred day limit expires June 6. Please see that this is properly entered in the records of the General Land Office.

Very truly yours,

Genevieve Graffeo
Staff Attorney

GG:dp

Enclosures:
Check from Ammex
Document of Partial Assignment
Certified Minute Order

X- 21.00

125473

Ammex Petroleum, Inc.
Midland, Tex.

GENEVIEVE GRAFFEO
ATTORNEY

OFFICE OF:
VICE CHANCELLOR FOR LEGAL AFFAIRS
319 SYSTEM BUILDING
COLLEGE STATION, TEXAS 77843
713-845-3511

171

(48)

M. F. 74151

CORRESPONDENCE FILE

FR: Texas A & M University System

Dated 6-4-81

(48)

APPROVAL OF PARTIAL ASSIGNMENT OF OIL,
GAS AND SULPHUR LEASE - MINERAL INTEREST
IN 160 ACRES
TEXAS A&M "A" NO. 1-A WELL
TEXAS A&M UNIVERSITY

On motion of Mr. Blocker, seconded by Dr. Coleman and by a unanimous vote of the Board, the following minute order was adopted:

Consent of the Board of Regents is given to Getty Oil Company and AMOCO Production Company to assign to NRG Exploration, Inc., and AMMEX Petroleum Corporation, all of their interest in the oil, gas and sulphur lease covering a mineral interest in 3,192.06 acres of land, more or less, out of the John P. Coles Survey, Abstract No. 12, as it relates to a 160 acre tract around the Texas A&M "A" No. 1-A well from the surface down to one hundred feet below the stratigraphic equivalent of 9,350 feet, with a reservation of an overriding royalty.

The Assignment shall be filed in the General Land Office within one hundred (100) days after the date of the first acknowledgement thereof, accompanied by ten cents (10¢) per acre for each net mineral acre assigned and if not so filed and payment made, the assignment shall not be effective.

CERTIFICATE

I, BRENDA J. MANLEY, hereby certify that the foregoing is an exact copy of a minute order adopted by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas on May 26, 1981, and that the foregoing is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 2nd day of June, 1981.

Brenda J. Manley
Assistant Secretary
to the Board

(49)

(49)

No. 74151

Approval of Partial Assignment

File Dated 6-4-81

Bob Armstrong, Commissioner

June 10, 1981

THE TEXAS A&M UNIVERSITY SYSTEM
319 System Building
College Station, TX 77843

ATTN: Genevieve Graffeo

RE: Partial Assignment of Oil and Gas Lease
M-74151: 160 ac.; Texas A&M University Land
for Texas A&M "A" No. 1-A
Burleson County, Texas

Gentlemen:

The original recorded Partial Assignment of Oil and Gas Lease, has been approved and filed in our records under M-74151.

Your remittances of $16.00 and $5.00 covering the transfer fees and filing fees have been applied thereon.

Sincerely yours,

BOB ARMSTRONG

By:
V.C. Morelle, Attorney
Oil and Gas Division
Legal Department
(512) 475-4246

VCM/ev

(50)

M. F. 74151

CORRESPONDENCE FILE

To Texas A&M University System

Dated 6-10-81

(50)

121

AMMEX Petroleum, Inc.

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

March 30, 1981

Re: Texas A&M "A" No. 2
Burleson Co., Texas

Dear Interest Owner:

Enclosed is a Division Order on the captioned lease operated by Ammex Petroleum, Inc. One fully executed copy of the attached Division Order should be returned to Ammex. The other copy is for your records.

Payment will be expedited if you will follow the instructions set out below:

1. Sign your name as shown on the Division Order and have your signature witnessed by a distinterested party.

2. Acknowledge your mailing address.

3. Include the proper Social Security number or Tax I.D , whichever applies.

4. Signatures by Agents, Attorneys in Fact, or Guardians other than the named interest owner must be verified by attaching evidence of the rights vested in the signatory party.

5. Where one member of a partnership signs, evidence of his rights to do so must be furnished, along with the Social Security number applicable.

6. For Corporations: The Division Order must be executed and attested by authorized offficials of the company, and the corporation tax I.D. number included.

If there are any questions regarding the above instructions or the attached Division Order, please contact the undersigned.

Very truly yours,

Mary Hunter

Mary Hunter
Secretary

MH:lpb

DIVISION ORDER

LEASE NO. 37000

March 30 19 81

TO: AMMEX PETROLEUM CORPORATION
P. O. BOX 10507
MIDLAND, TEXAS 79702

Effective Date: Date of First Runs

OIL DIVISION ORDER

Each of the undersigned certifies and guarantees that he, she or it (as the case may be) is the legal owner (hereinafter referred to as "Owner") of, and hereby warrants the title to, the interest as hereafter set opposite Owner's name in the proceeds derived from the sale of the oil produced from all wells on the Texas A &M "A" No. 2

located in Burleson County, Texas, described as follows:

Beginning at a point on the SW right-of-way of State Highway 50 and the SE lease line. The same being in the NW lease line of tract thirteen of Couch-Thomason 200 acre tract:
THENCE N 45° W 2000' for most northerly corner of said unit;
THENCE S 45° W 3485' for west corner;
THENCE S 45° E 2000' to point in SE lease line, the same being the south corner of said unit;
THENCE N 45° E 3485' to point of beginning and to contain 160 acres, more or less.

Effective as of the date first above stated and until further notice, Ammex Petroleum Corporation is hereby authorized to receive oil produced from said property, purchase it, and give Owner credit therefor, subject to the following conditions, covenants and directions:

LEASE NUMBER	OWNER NUMBER	NAME	INTEREST	TYPE OF INTEREST
		Commissioner of the General Land Office of the State of Texas	.2000000	RI
		Getty Oil Company	.0250000	OR
		Amoco Production Company	.0250000	OR
		Philip K. Sampler	.0050000	OR
		Ammex, Inc.	.0100000	OR
		BEFORE PAYOUT		
		NRG Exploration, Inc.	.0625000	OR
		Bob L. Johnson	.2800625	WI
		Ted C. Johnson	.1399125	WI
		Bert G. Johnson	.0068250	WI
		Karen J. Scharbauer	.0068250	WI
		Tony A. Martin, Separate Property	.0068250	WI
		E. Cecile Martin, Separate Property	.0068250	WI
		First State Securities Corp.	.0546000	WI
		Alliance Oil & Refining Co.	.1706250	WI
		AFTER PAYOUT		
		NRG Exploration, Inc.	.1250000	OR
		Bob L. Johnson	.2535000	WI
		Ted C. Johnson	.1271000	WI
		Bert G. Johnson	.0062000	WI
		Karen J. Scharbauer	.0062000	WI
		Tony A. Martin, Separate Property	.0062000	WI
		E. Cecile Martin, Separate Property	.0062000	WI
		First State Securities Corp.	.0496000	WI
		Alliance Oil & Refining Co.	.1550000	WI

THIS COPY FOR YOUR RECORDS

FIRST: The oil runs received and purchased pursuant to this division order shall become the property of Ammex Petroleum Corporation as soon as the same are received into the custody of Ammex Petroleum Corporation or that of any pipeline company designated by you. Such oil shall be delivered f.o.b. to Ammex Petroleum Corporation or to any pipeline company designated by Ammex Petroleum Corporation which gathers and receives the same, and shall be paid for at the best price obtainable for the same kind and quality of oil from the field in which the above described property is located on the day of receipt thereof. Each of the undersigned agrees to bear his proportionate part of any trucking or treating charges which may be necessary to deliver the oil to any gathering system or pipeline. Pipeline grades and measurements shall govern and control in all settlements. The word "oil," used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

SECOND: Payments shall be made monthly to Owner at the above address by check mailed on or before the 30th day of each month for the preceding month, provided if an amount due hereunder is less than $25.00, payment therefor may be withheld, without interest, until such time as the total of accumulated amounts due Owner hereunder is at least $25.00, at which time Owner shall be paid the total amount theretofore accumulated to Owner's credit, except that payments on accumulated amounts shall not be withheld longer than one (1) year from the date the first of such payments is due Owner.

THIRD: Owner authorizes Ammex Petroleum Corporation to withhold from the proceeds of any and all oil referred to herein the amount of any tax placed thereon, or for the production thereof, by a government authority, and to pay the same on behalf of Owner. Qualities and quantities of oil shall be determined by the practice prevailing in the area in which the oil is produced and in accordance with any applicable rules or regulations of any governmental agency having recognized jurisdiction and control of the production and handling of the oil produced from the above described property, or, if such oil is being sold under the terms of any written contract or sale, by the methods specified in such contract.

FOURTH: In case of any adverse claim of title at any time during the term of this division order, Owner agrees to furnish complete abstracts of title and other evidence of title satisfactory to Ammex Petroleum Corporation and hereby authorizes such company to withhold payment without obligation to pay interest on the amount so withheld until satisfactory indemnity shall be furnished against such adverse claim or until title shall be made satisfactory to Ammex Petroleum Corporation. Owner further agrees, as to the interest of Owner, in the event suit is filed in any court affecting title to said oil, either before or after severance, to notify Ammex Petroleum Corporation in writing of such suit and to indemnify and save harmless Ammex Petroleum Corporation against any and all liability for loss, cost, damage and expense which it may suffer or incur on account of receiving and paying Owner the proceeds derived from the sale of said oil. If Ammex Petroleum Corporation, pursuant to the provisions hereof, withholds payment for any part thereof, the undersigned Owner from whom payment is so withheld agrees to indemnify and hold it harmless from liability for any tax, together with all interest and penalties incident thereto, imposed or assessed against, or paid by it on account of, the sum or sums so withheld from payment to said party, and agrees that Ammex Petroleum Corporation may deduct all such taxes, interest and penalties so paid by it from any sums owing by it to said party.

FIFTH: The Owner agrees to notify Ammex Petroleum Corporation of any change of ownership and no transfer of interest shall be binding upon Ammex Petroleum Corporation until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to Ammex Petroleum Corporation. Transfers of interest shall be made effective on the first day of the calendar month in which a notice is received by Ammex Petroleum Corporation.

SIXTH: Ammex Petroleum Corporation is relieved hereby of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give Ammex Petroleum Corporation notice in writing by registered letter addressed to Ammex Petroleum Corporation at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, Ammex Petroleum Corporation shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: Each of the undersigned who is the owner of a royalty interest in the land covered hereby, or any part thereof, by executing this division order, hereby agrees that any unit described or referred to in this division order and the lease or leases, described or referred to above or in the instrument or instruments creating any such unit, insofar as the same affects or affect the royalty interest of the undersigned, are in full force and effect, that any such unit has been properly created, and the same are hereby ratified and confirmed; and, in consideration of the premises, each undersigned royalty owner does hereby further lease, let and demise the above described land insofar as it is covered and affected by lease or leases of record unto the owners and holders of said lease or leases, subject to and in accordance with each and all of the terms and conditions as set forth and contained in the applicable lease or leases, as the same may have been amended, and each undersigned royalty owner does hereby further agree that all land included in any such unit shall be treated for all purposes (except the payment of royalties on production had from such unit) as if it were covered by each of said leases so included therein, and production of oil on any part of the acreage included on said unit shall be treated as production had from the land covered by each such lease. In the event that this division order relates to a unit, each undersigned royalty owner does hereby further agree that from and after the effective date of this division order, in lieu of the royalty specified in said lease or leases affecting the royalty interest of such royalty owner, such royalty owner shall receive as his, her or its portion of all oil production had from said unit only the unitized royalty interest set forth hereinabove opposite the name of such undersigned royalty owner.

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for the benefit of Ammex Petroleum Corporation and that of any pipeline or other carrier designated by Ammex Petroleum Corporation 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.

NINTH: This division order shall become valid and binding on each Owner who signs it, and all of the provisions hereof shall apply to each such executing party separately in the proportion hereinabove set opposite his, her or its (as the case may be) name, and the same shall be binding upon each such undersigned party's heir, successors, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, this division order is executed and made effective as of the date above written:

WITNESS	SIGNATURE AND MAILING ADDRESS:	SOCIAL SECURITY OR TAX ACCOUNT NUMBER:
	GENERAL LAND OFFICE STEPHEN F. AUSTIN BUILDING 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701	TAX I.D. [redacted]

IMPORTANT: TO AVOID DELAY IN PAYMENT — YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

June 17, 1981

Ammex Petroleum, Inc.
P. O. Box 10507
Midland, Texas 79702

RE: State Lease M-74151
Texas A & M "A" No. 2
SW Right-of-way of State Highway 50 &
the SE lease line. The same being in
NW lease line of Tr. 13,of Couch -
Thomason 200 acre Tract, Burleson County, TX

Gentlemen:

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

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

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

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(51)

M. F. 74151
CORRESPONDENCE FILE

To Division Order

From

Dated 6-17-81

6-20-81

121

AMMEX Petroleum, Inc.

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

June 19, 1981

Mrs. Genevieve Graffeo
Staff Attorney
The Texas A&M University System
319 System Building
College Station, Texas 77843

Re: Texas A&M "A" No. 1-A well
Burleson County, Texas

Dear Mrs. Graffeo:

Now that the instrumentation on the captioned well has been approved by the Board of Regents and we are in receipt of same from your office, we have prepared and are enclosing the Oil Division Order covering this well.

It is our understanding that although the General Land Office is designated as payee, it is their desire that the Division Order be executed by the University. We have attempted to word the Division Order so that this is accomplished; however, if you do want a change in the wording, please let us know.

Yours very truly,

Myrna "Vickie" Morris
Title Section

cc: Mr. Max Werkenthein w/copy of Division Order
General Land Office

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M. F. 74151
CORRESPONDENCE FILE

To Ammex Petrol.

From

Dated 6-20-81

1721

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

June 23, 1981

Mr. Max J. Werkenthin
Energy Resources Division
General Land Office
Austin, Texas 78701

Dear Max:

Enclosed please find the amended Division Orders which were mistakenly sent to this office by Ammex Petroleum. As per your request, I have returned the original and one copy and have retained a copy for my files.

As you stated in our telephone conversation of June 22nd, the General Land Office will proceed with the execution of the Division Order on behalf of Texas A&M University.

Thank you for all your help. Feel free to call me if you have any questions.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:cw

Enclosures

cc: Mr. Larry Valigura
Director of Finance

53

M. F. 74151
CORRESPONDENCE FILE
To
From Texas A&M Univ.
Dated 6-27-81

6-25-81

RBM:CBJ:CC

PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

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

THAT, GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY, sometimes hereinafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby grant, bargain, sell, transfer, assign, and convey unto NRG EXPLORATION, INC., and AMMEX PETROLEUM CORPORATION, sometimes hereinafter referred to as "Assignees," their legal representatives, successors, and assigns, without warranty of title, either express or implied, and subject to the reservations hereinafter set forth, all of Assignors' right, title, and interest in and to that certain oil and gas lease dated Janaury 25, 1977, from Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, Page 52, of the Records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,500 feet drilled in the Texas A & M "A" No. 2 Well, INSOFAR BUT ONLY INSOFAR AS said lease covers and affects that certain 160 acres, more or less, around the said Texas A & M No. 2 Well in the John P. Coles Survey, Abstract 12, Burleson County, Texas, described as follows:

> Beginning at a point on the SW right-of-way of State Highway 50 and the SE lease line. The same being in the NW lease line of tract thirteen of Couch-Thomason 200 acre tract:
>
> THENCE N 45° W 2000' for most northerly corner of said unit:
>
> THENCE S 45° W 3585' for west corner;
>
> THENCE S 45° E 2000' to point in SE lease line, the same being the south corner of said unit:
>
> THENCE N 45° E 3485' to point of beginning and to contain 160 acres, more less.

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,500 feet

drilled in the Texas A & M "A" No. 2 Well.

Reservation of Overriding Royalty

Assignors further except and reserve unto themselves, their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to the difference between Twenty-five Percent (25%) of all oil, gas, and other minerals that may be produced therefrom, and the total of all presently effective royalties, overriding royalties, production payments, and other like interests payable out of production therefrom. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating, or other costs and taxes, except production, severance and windfall profit taxes. In the event the leasehold interest assigned hereunder (that is, the operating rights in the premises herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue) is less than the full leasehold interest in the depths assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

Cessation of Production

If any well on the premises herein assigned, or on lands pooled therewith, is completed as a commercial producer of oil and gas but ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days following such cessation of production. Such notification shall also include the reasons that the well has ceased producing and Assignees' plans for either reestablishing production or plugging the well. If Assignees plan remedial action, Assignees shall keep Assignors advised as to the status of such work, and send Assignors weekly reports every Monday following notification that production has ceased until the well resumes production.

Shut-In Royalty Payments

Assignees shall make any shut-in gas well royalty payments accruing

under the terms of the lease hereinabove described and necessitated by Assignees' shutting in of their well on the premises herein assigned or on lands pooled therewith. There shall be no apportionment of such shut-in gas well royalty between Assignors and Assignees. It is expressly understood and agreed that if assignees elect not to make such payments, assignees will give Assignors written notice of such election at least forty-five (45) days before such payment is due, and, if requested by Assignors, Assignees will reassign the premises herein assigned not less than thirty (30) days prior to the due date of such payment.

Other Lease Payments made by Assignors

In the event that Assignors are obligated to make any rental, shut-in, or other payment under the terms of the hereinabove described lease, Assignors agree to use reasonable care and diligence in attempting to make such payment or payments; however, Assignors shall incur no liability to Assignees for any failure to make such payment or payments, or any failure to make properly, timely, in the correct amount or amounts, to the proper party or parties, or otherwise, for whatever reason such failure may occur, including, but not limited to, inadvertent oversight or clerical error. Additionally, Assignees shall reimburse Assignors for a pro rata share of such payments to the extent that such payments are necessary to maintain the leasehold interest herein assigned.

Renewal or Extension Leases

The provisions hereof shall apply to any new, renewal, or extension lease covering the premises herein assigned in whole or in part, whether acquired by Assignees for Assignees' account or by Assignors, within one (1) year of the expiration of the lease hereinabove described.

Reassignment Option

If any well on the premises herein assigned is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time Assignees desire to discontinue operations and plug the well or wells and release, surrender, or abandon the premises in whole or

in part. Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not Assignors desire to take over the property and premises to be abandoned by paying the then salvage value of the material, equipment, and supplies on the premises. If Assignors elect to take over the well or wells, Assignees shall, within ten (10) days of a request therefor, deliver a properly executed assignment of the property and the premises, together with satisfactory evidence of title and possession.

Pooling Rights

Assignees shall have no authority to pool or unitize the leasehold interest herein assigned with other lands, leases, or interests without first obtaining written consent of both Assignors.

Option to Purchase Liquid Production

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice, to purchase the liquid production attributable to the interest retained by Assignors at the going market price established in the area by the principal purchasers, Assignors shall have the right to discontinue purchasing it at any time by giving Assignees thirty (30) days' written notice, and shall have the right at any time thereafter to resume its purchase by giving Assignees thirty (30) days' written notice of Assignors' intentions. This right and option shall be covenant running with the premises herein assigned.

Option to Purchase and/or Process Gas Production

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase all gas production from the premises herein assigned at the going market price and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed all separator

residue gas allocated to the premises herein assigned for the recovery liquid hydrocarbons not recovered by means of a conventional oilfield type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the premises herein assigned. The rights and options covered by this paragraph shall be a covenant running with the premises herein assigned.

Reference to Farmout Agreement

This Assignment is made pursuant to and subject to all of the terms of that certain Farmout Letter Agreement No. 3018, dated May 16, 1979 (which letter was accepted and agreed to on May 30, 1979), and to which reference is herein made for all purposes.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and effective the 16th day of April, 198 1.

ASSIGNORS:

GETTY OIL COMPANY

By M. C. Ley
Agent

AMOCO PRODUCTION COMPANY

By C N Menninger
Attorney-in-Fact
C. N. MENNINGER

APPROVED

ASSIGNEES:

VOL 64 PAGE 159

NRG EXPLORATION, INC.

By

ATTEST:

Secretary

AMMEX PETROLEUM CORPORATION

By

President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. C. LUTZ, known to me to be the person whose name is subscribed to the foregoing instrument as AGENT of GETTY OIL COMPANY, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16th day of April, 1981.

N. Evelyn Nance
Notary Public in and for

N. EVELYN NANCE
Notary Public for the State of Texas
My Commission Expires April 1, 1984

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. N. MENNINGER, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of April, 1981.

Shirley B. Barnes
Notary Public in and for

SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-81

VOL 64 PAGE 160

THE STATE OF TEXAS

COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16 DAY OF June, 19 81, AT 3:00 O'CLOCK P. M., AND DULY RECORDED ON 30 DAY OF June, 19 81, AT 10:00 O'CLOCK A. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 64, PAGE 155-161

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Janet Weber DEPUTY

JOHN J. TOUPAL

COUNTY CLERK, BURLESON COUNTY, TEXAS

[redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE BISHOP, known to me to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of NRG EXPLORATION, INC., a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of APRIL, 1981.

Sharon B. Hillebrandt
Notary Public in and for

SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Bob L Johnson, known to me to be the person whose name is subscribed to the foregoing instrument as President of AMMEX PETROLEUM CORPORATION, a 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of May, 1981.

VOL 64 PAGE 161

MARY R. HUNTER
Notary Public, State of Texas
My Commission Expires February 10, 19 85

Mary R Hunter
Notary Public in and for Midland County, Texas

6178

FILED FOR RECORD
at 3:00 o'clock P M.

JUN 16 1981

John J. Toupal
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By _____ Deputy

Record & Mail To:

Ammex Petroleum, Inc
P.O. Box 1052
Caldwell, TX 77836

Rec. 15.00 pd

(54)

AMMEX Petroleum, Inc.

P. O. Box 10507 • Midland, Texas 79702 • (915) 684-5871

July 9, 1981

Certified Mail - Return Receipt

General Land Office
1700 North Congress
Austin, Texas 78701

Attention: V. C. Morelle, Attorney
Oil and Gas Division
Legal Department

Re: Partial Assignment of Oil & Gas Lease
Texas A & M "A" No. 2 Well

Gentlemen:

Pursuant to Genevieve Graffeo's instructions we are enclosing the original recorded Partial Assignment of Oil and Gas Lease, along with a copy of the Approval by the Board of Regents, and two checks payable to yourselves for the $5.00 filing fee and the 10¢ per acre assignment fee ($16.00).

Please send us notice of your filing and approval at your earliest convenience.

Yours very truly,

Vickie Morris

Myrna "Vickie" Morris
Title Section

cc: Genevieve Graffeo
The Texas A & M University System

Ms. Barbara Hagood
Getty Oil Company

X- 5.00 133139

Mr. Duncan Cooper III
Amoco Production Company

X- 16.00 133140

Mr. George Bishop
NRG Exploration, Inc.

191

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

June 10, 1981

Ms. Vickie Morris
Ammex Petroleum
P. O. Box 10507
Midland, Texas 79002

Dear Vickie:

Enclosed herewith I am returning the assignment documents on the No. 2 well. The Board of Regents certified Minute Order is attached. You must have this assignment recorded in Burleson County and the original sent to the General Land Office by July 25, 1981. You should enclose separate checks for the $5.00 filing fee and the 10¢ per acre assignment fee.

I cannot overemphasize the importance of meeting the July 25 deadline. The documents for the No. 1-A well were hand-carried to Austin on the 98th day of the 100 day limit.

Please call me if you have any questions.

Very truly yours,

Genevieve Graffeo
Staff Attorney

GG:dp

Enclosure

143-81 APPROVAL OF PARTIAL ASSIGNMENT OF OIL, GAS AND SULPHUR LEASE - MINERAL INTEREST IN 160 ACRES TEXAS A&M "A" NO. 2 WELL TEXAS A&M UNIVERSITY

On motion of Mr. Blocker, seconded by Dr. Coleman and by a unanimous vote of the Board, the following minute order was adopted:

Consent of the Board of Regents is given to Getty Oil Company and AMOCO Production Company to assign to NRG Exploration, Inc., and AMMEX Petroleum Corporation, all of their interest in the oil, gas and sulphur lease covering a mineral interest in 3,192.06 acres of land, more or less, out of the John P. Coles Survey, Abstract No. 12, as it relates to a 160 acre tract around the Texas A&M "A" No. 2 well from the surface down to one hundred feet below the stratigraphic equivalent of 9,500 feet, reserving an overriding royalty.

The Assignment shall be filed in the General Land Office within one hundred (100) days after the date of the first acknowledgement thereof, accompanied by ten cents (10¢) per acre for each net mineral acre assigned and if not so filed and payment made, the assignment shall not be effective.

CERTIFICATE

I, BRENDA J. MANLEY, certify that the foregoing is an exact copy of Minute Order 143-81 passed by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas, on May 26, 1981 and that this minute order is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 5th day of June, 1981.

Brenda J. Manley

Brenda J. Manley
Assistant Secretary to the
Board of Regents
The Texas A&M University System

(55)

M. F. 74151

CORRESPONDENCE FILE

FR: Ammex Petroleum Inc.

Date: 7-14-81

(55)

7-14-81

July 16, 1981

AMMEX PETROLEUM, INC.
P. O. Box 10507
Midland, TX 79702

ATTN: Myrna "Vickie" Morris

RE: Assignment of Oil and Gas Lease
M-74151: Texas A & M "A" No. 2 Well
Burleson County, Texas

Gentlemen:

The certified copy of Assignment of Oil and Gas Lease, covering the above captioned tract of land, has been filed in our records.

Your remittance of $5.00 has been applied as the filing fee due and your remittance of $16.00 has been applied as the transfer fee due thereon.

Sincerely yours,

BOB ARMSTRONG

By:
Virgil Morelle, Attorney
Oil and Gas Division
Legal Department
(512) 475-6298

VCM/ev

(56)

56

M. F. 74151

CORRESPONDENCE FILE

Ammex Petroleum, Inc.

Dated 7-16-81

6-20-81

DIVISION ORDER

LEASE NO. 31000

June 19 19 81

TO: AMMEX PETROLEUM CORPORATION
P. O. BOX 10507
MIDLAND, TEXAS 79702

Effective Date: Date of First Productior

OIL DIVISION ORDER

Each of the undersigned certifies and guarantees that he, she or it (as the case may be) is the legal owner (hereinafter referred to as "Owner") of, and hereby warrants the title to, the interest as hereafter set opposite Owner's name in the proceeds derived from the sale of the oil produced from all wells on the TEXAS A&M "A" NO. 1-A located in BURLESON County, Texas, described as follows:

SEE DIVISION ORDER ATTACHMENT

THIS COPY FO
YOUR RECORD

Effective as of the date first above stated and until further notice, Ammex Petroleum Corporation is hereby authorized to receive oil produced from said property, purchase it, and give Owner credit therefor, subject to the following conditions, covenants and directions:

LEASE NUMBER	OWNER NUMBER	NAME	INTEREST	TYPE OF INTEREST
		Texas A&M University (General Land Office designated as payee for the benefit of Texas A&M University)	.2000000	RI
		Getty Oil Company	.0250000	RI
		Amoco Production Company	.0250000	RI
		Philip K. Sampler	.0100000	OR
		Ammex, Inc.	.0100000	OR
		Vince L. Johnson	.0100000	OR
		Sandra Rene Johnson Trust	.0100000	OR
		Ammex Petroleum, Inc.	.0300000	OR
		BEFORE PAYOUT		
		NRG Exploration, Inc.	.0625000	OR
		Bob L. Johnson	.6175000	WI
		AFTER PAYOUT		
		NRG Exploration, Inc.	.1250000	OR
		Bob L. Johnson	.5550000	WI

FIRST: The oil runs received and purchased pursuant to this division order shall become the property of Ammex Petroleum Corporation as soon as the same are received into the custody of Ammex Petroleum Corporation or that of any pipeline company designated by you. Such oil shall be delivered f.o.b. to Ammex Petroleum Corporation or to any pipeline company designated by Ammex Petroleum Corporation which gathers and receives the same, and shall be paid for at the best price obtainable for the same kind and quality of oil from the field in which the above described property is located on the day of receipt thereof. Each of the undersigned agrees to bear his proportionate part of any trucking or treating charges which may be necessary to deliver the oil to any gathering system or pipeline. Pipeline grades and measurements shall govern and control in all settlements. The word "oil," used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

SECOND: Payments shall be made monthly to Owner at the above address by check mailed on or before the 30th day of each month for the preceding month, provided if an amount due hereunder is less than $25.00, payment therefor may be withheld, without interest, until such time as the total of accumulated amounts due Owner hereunder is at least $25.00, at which time Owner shall be paid the total amount theretofore accumulated to Owner's credit, except that payments on accumulated amounts shall not be withheld longer than one (1) year from the date the first of such payments is due Owner.

THIRD: Owner authorizes Ammex Petroleum Corporation to withhold from the proceeds of any and all oil referred to herein the amount of any tax placed thereon, or for the production thereof, by a government authority, and to pay the same on behalf of Owner. Qualities and quantities of oil shall be determined by the practice prevailing in the area in which the oil is produced and in accordance with any applicable rules or regulations of any governmental agency having recognized jurisdiction and control of the production and handling of the oil produced from the above described property, or, if such oil is being sold under the terms of any written contract or sale, by the methods specified in such contract.

FOURTH: In case of any adverse claim of title at any time during the term of this division order, Owner agrees to furnish complete abstracts of title and other evidence of title satisfactory to Ammex Petroleum Corporation and hereby authorizes such company to withhold payment without obligation to pay interest on the amount so withheld until satisfactory indemnity shall be furnished against such adverse claim or until title shall be made satisfactory to Ammex Petroleum Corporation. Owner further agrees, as to the interest of Owner, in the event suit is filed in any court affecting title to said oil, either before or after severance, to notify Ammex Petroleum Corporation in writing of such suit and to indemnify and save harmless Ammex Petroleum Corporation against any and all liability for loss, cost, damage and expense which it may suffer or incur on account of receiving and paying Owner the proceeds derived from the sale of said oil. If Ammex Petroleum Corporation, pursuant to the provisions hereof, withholds payment for any part thereof, the undersigned Owner from whom payment is so withheld agrees to indemnify and hold it harmless from liability for any tax, together with all interest and penalties incident thereto, imposed or assessed against, or paid by it on account of, the sum or sums so withheld from payment to said party, and agrees that Ammex Petroleum Corporation may deduct all such taxes, interest and penalties so paid by it from any sums owing by it to said party.

FIFTH: The Owner agrees to notify Ammex Petroleum Corporation of any change of ownership and no transfer of interest shall be binding upon Ammex Petroleum Corporation until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to Ammex Petroleum Corporation. Transfers of interest shall be made effective on the first day of the calendar month in which a notice is received by Ammex Petroleum Corporation.

SIXTH: Ammex Petroleum Corporation is relieved hereby of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give Ammex Petroleum Corporation notice in writing by registered letter addressed to Ammex Petroleum Corporation at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, Ammex Petroleum Corporation shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: Each of the undersigned who is the owner of a royalty interest in the land covered hereby, or any part thereof, by executing this division order, hereby agrees that any unit described or referred to in this division order and the lease or leases, described or referred to above or in the instrument or instruments creating any such unit, insofar as the same affects or affect the royalty interest of the undersigned, are in full force and effect, that any such unit has been properly created, and the same are hereby ratified and confirmed; and, in consideration of the premises, each undersigned royalty owner does hereby further lease, let and demise the above described land insofar as it is covered and affected by lease or leases of record unto the owners and holders of said lease or leases, subject to and in accordance with each and all of the terms and conditions as set forth and contained in the applicable lease or leases, as the same may have been amended, and each undersigned royalty owner does hereby further agree that all land included in any such unit shall be treated for all purposes (except the payment of royalties on production had from such unit) as if it were covered by each of said leases so included therein, and production of oil on any part of the acreage included on said unit shall be treated as production had from the land covered by each such lease. In the event that this division order relates to a unit, each undersigned royalty owner does hereby further agree that from and after the effective date of this division order, in lieu of the royalty specified in said lease or leases affecting the royalty interest of such royalty owner, such royalty owner shall receive as his, her or its portion of all oil production had from said unit only the unitized royalty interest set forth hereinabove opposite the name of such undersigned royalty owner.

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for the benefit of Ammex Petroleum Corporation and that of any pipeline or other carrier designated by Ammex Petroleum Corporation 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.

NINTH: This division order shall become valid and binding on each Owner who signs it, and all of the provisions hereof shall apply to each such executing party separately in the proportion hereinabove set opposite his, her or its (as the case may be) name, and the same shall be binding upon each such undersigned party's heir, successors, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, this division order is executed and made effective as of the date above written:

WITNESS	SIGNATURE AND MAILING ADDRESS:	SOCIAL SECURITY OR TAX ACCOUNT NUMBER:
	GENERAL LAND OFFICE STEPHEN F. AUSTIN BUILDING 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701 TAX I. D. # [redacted]	

IMPORTANT: TO AVOID DELAY IN PAYMENT — YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

AMMEX PETROLEUM CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated June 19, 19 81
covering the Texas A&M "A" No. 1-A, Burleson County, Texas
Lease No. 31000 Operated by Ammex Petroleum, Inc.

1. Oil and Gas Lease dated January 25, 1977, from Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, at Page 52, of the Records of Burleson County, Texas, INSOFAR BUT ONLY INSOFAR as said lease covers and affects that 160 acres, more or less, in the John P. Coles 7-1/2 League, Abstract 12, Burleson County, Texas, described as follows:

COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J. S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;

THENCE S 44° 10' W, a distance of 500.00 feet to a point for corner;

THENCE N 18° 30' W, a distance of 33.33 feet to a point for corner;

THENCE S 43° 50' W, a distance of 6911.11 feet to a point for corner;

THENCE S 45° 30' E, a distance of 2883.33 feet to a point for corner;

THENCE S 44° 20' W, a distance of 595.24 feet to the PLACE OF BEGINNING of the herein described tract.

THENCE S 45° 50' E, a distance of 747.27 feet to a point for corner;

THENCE N 44° 10' E, a distance of 2546.90 feet to a point for corner;

THENCE S 45° 50' E, a distance of 1866.76 feet to a point for corner;

THENCE S 44° 10' W, a distance of 3461.76 feet to a point for corner;

THENCE N 45° 50' W, along a Southwesterly line of said 2776.36 acre tract, a distance of 951.42 feet to a point for corner;

THENCE N 42° 50' E, along a Northerly line of said 2776.36 acre tract, a distance of 305.56 feet to a point for corner;

THENCE N 59° 20' W, along a Southerly line of said 2776.36 acre tract a distance of 1705.56 feet to a point for corner.

THENCE N 44° 20' E, along a Northwesterly line of said 2776.36 acre tract, a distance of 1007.54 feet to the PLACE OF BEGINNING of the herein described tract.

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 20, 1981

Ammex Petroleum Corp.
P. O. Box 10507
Midland, Texas 79702

RE: State Lease M-74151
Texas A&M "A" No. 1-A
John P. Coles 7-½ League
Abstract 12
Burleson County, Texas
Oil DO #31000

Gentlemen:

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

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

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

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(57)

M. F. 74151

CORRESPONDENCE FILE

To Division Order

From

Dated 7-20-81

	Initials	Date
Prepared By	M.N.	8/5/81
Approved By		

STATE LEASE M-74151

TEXAS A+M "A"

GIDDINGS (AUSTIN CHALK) FIELD

OPERATOR

AMMEX PETROLEUM, INC.

	MONTH	GROSS VALUE	ROYALTY DUE 20 %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH
1	JAN. 1980	4881122	976224	931271	44953	44953	450
2	FEB ✓	3280238	656048	626953	29095	74048	740
3	MAR. ✓	1717144	343429	326517	16912	90960	910
4	APRIL ✓	3389336	677867	646653	31214	122174	1222
5	MAY ✓	11878401	2375680	2266286	109394	231568	2316
6	JUNE ✓	5366379	1073276	1023854	49422	280990	2810
7	JULY ✓	5363980	1072796	1023014	49782	330772	3308
8	AUG. ✓	4522266	904453	862804	41649	372421	3724
9	SEPT. ✓	2740140	548028	522791	25237	397658	3977
10	OCT. ✓	3666563	733313	699543	33770	431428	4314
11	NOV. ✓	2987999	597600	570079	27521	458949	4589
12	DEC. ✓	2329446	465889	444434	21455	480404	4804
13	JAN. 1981	4762782	952576	908711	43865	524269	5243
14	FEB ✓	3058240	611648	583482	28166	552435	5524
15	MAR. ✓	3253788	650758	620792	29966	582401	5824
16	APRIL ✓	1578482	315696	301159	14537	596938	5969
17	MAY ✓	2155930	431186	411331	19855	616793	6168
18	JUNE ✓	3808044	761609	726535	35074	651867	
19			14148076	13496209	651867		61892
20							
21							
22							
23	All royalty payments shown were made on your check # 3162						
24	dated 7/29/81						
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General Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY WITH SEPARATE CHECK FOR TOTAL DUE.

August 6, 1981

Ammex Petroleum, Inc.
P.O.Box 10507
Midland, Texas 79702

ATTENTION: Accounting Manager

RE: State Lease M-74151
Texas A & M "A" Lease
Giddings (Austin Chalk) Field
Burleson County, Texas
Ammex Lease #31000 and 37000

Gentlemen:

Oil royalty payments received in this office indicate the royalty was based on net value, that is, after deduction of taxes.

This is to advise the State's royalty interest is not subject to taxes and royalty must be computed on gross value prior to deductions for taxes.

For the period of January, 1980 through June, 1981, we compute additional royalty and delinquency penalty to be $7137.59. (See attached schedule.) Please pay or make arrangement for payment of $7137.59 which includes $6518.67 additional royalty and the required statutory delinquency penalty of $618.92 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars ($5). The delinquency penalty is computed for the period beginning March, 1980 through July, 1981.

Sincerely yours,

Ms. Del West, Unit Supervisor
Resource Accounting
Telephone No. 512-475-4524

MN/pdg

(58)

M. F. 74151
CORRESPONDENCE FILE
TO
Ammex Petrol. Inc
~~FROM~~
DATED 8/6/81

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

IMPORTANT NOTICE

August 20, 1981

Ammex Petroleum Corporation
P. O. Box 10507
Midland, Texas 79002
ATTENTION: ACCOUNTING MANAGER

RE: DELINQUENT ROYALTIES

Gentlemen:

House Bill 2127 enacted by the 64th Legislature extended the due date for oil and gas royalties but provided a mandatory 1% delinquency penalty for all late royalty payments. Under the revised statute oil royalties must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production. Gas royalties must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production. In addition, each royalty payment must be accompanied by a schedule or other summary showing by the assigned General Land Office Lease Number the amount of oil royalty and the amount of gas royalty being paid on each lease.

Enclosed you will find an invoice for the delinquency penalty due on royalties not meeting the above statutory requirements. This penalty accrues automatically upon late receipt of either the royalties or the required royalty allocation schedule and in no way reflects on the good reputation of your company. To avoid future penalties it is necessary that the payment be physically received in the General Land Office on or before the due date accompanied by the required schedule or summary. Postmarks prior to the due date are not sufficient to constitute timely payment if actual receipt is late.

Please return the green copy or copies of the enclosed invoice(s) along with a check for the total delinquency penalty.

Sincerely yours,

George W. Frank, Administrative Assistant
Energy Resources
Phone: 512-475-2933
GWF/lmb
Enclosure
Register No. 147806
Penalty Due: $13,397.66 Rec'd face 9/9/81

091

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

DELINQUENT ROYALTY NOTICE

1. TO: AMMEX PETROLEUM CORP.
P.O. Box 10507
MIDLAND, TEXAS 79702

5. DATE OF NOTICE _____

6. PRODUCTION MONTH 1/80 - 5/81
7. DATE REC'D IN GLO 8/1/81
8. GLO REGISTER NO. 147806

2. RE: Your Check No. 3162
3. Date of Check 7/29/81
4. Amount of Check $134,962.09

GENERAL LAND OFFICE USE ONLY

9. PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE	10. FD 2	FD 11
OIL a)	$ 9312.71	3-5-80	514	18	$ 1676.29	a) $	$
b)	$ 6269.53	4-5-80	483	17	$ 1065.82	b) $	$
c)	$ 3265.17	5-5-80	453	16	$ 522.43	c) $	$
d)	$ 6466.53	6-5-80	422	15	$ 969.98	d) $	$
e)	$ 22662.86	7-5-80	392	14	$ 3172.80	e) $	$
f)	$ 10238.54	8-5-80	361	13	$ 1331.01	f) $	$

11. TOTAL DELINQUENCY PENALTY DUE *$ _____ $ _____ $ _____

12. Initiated By: _____ 13. Approval _____

14. Comments:

LAND OFFICE USE ONLY

* Penalty due under provisions of Article 5380 V.A.C.S. and calculated at the rate of 1% for each 30 day period of delinquency or fractional period thereof; provided, however, that each such penalty shall never be less than $5.

IMPORTANT: RETAIN WHITE COPY AND RETURN GREEN COPY WITH SEPARATE CHECK FOR TOTAL PENALTY

Rev. 9/76

RECEIVING STAMP

Pg 2

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

DELINQUENT ROYALTY NOTICE

1. TO:

5. DATE OF NOTICE _____

6. PRODUCTION MONTH _____
7. DATE REC'D IN GLO _____
8. GLO REGISTER NO. _____

2. RE: Your Check No. _____
3. Date of Check _____
4. Amount of Check _____

GENERAL LAND OFFICE USE ONLY

9. PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE	10.	FD 2	FD 11
OIL a)	$ 10230.14	9-5-80	330	11	$ 1125.32	a)	$	$
b)	$ 8628.04	10-5-80	300	10	$ 862.80	b)	$	$
c)	$ 5227.91	11-5-80	269	9	$ 470.51	c)	$	$
d)	$ 6995.43	12-5-80	234	8	$ 559.63	d)	$	$
e)	$ 5266.79	1-5-81	208	7	$ 399.06	e)	$	$
f)	$ 4444.34	2-5-81	177	6	$ 266.66	f)	$	$

11. TOTAL DELINQUENCY PENALTY DUE *$ _____ $ _____ $ _____

12. Initiated By: _____ 13. Approval _____

14. Comments:

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

DELINQUENT ROYALTY NOTICE

1. TO:

5. DATE OF NOTICE _____

6. PRODUCTION MONTH _____
7. DATE REC'D IN GLO _____
8. GLO REGISTER NO. _____

2. RE: Your Check No. _____
3. Date of Check _____
4. Amount of Check _____

GENERAL LAND OFFICE USE ONLY

9. PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE	10. FD 2	FD 11
OLA a)	$9087.11	3-5-81	149	5	$454.36	a) $	$
b)	$5834.82	4-5-81	118	4	$233.39	b) $	$
c)	$6207.92	5-5-81	88	3	$186.24	c) $	$
d)	$3011.59	6-5-81	57	2	$60.23	d) $	$
e)	$411.31	7-5-81	27	1	$41.13	e) $	$
f)	$				$	f) $	$

11. TOTAL DELINQUENCY PENALTY DUE *$13,397.66 — $ _____ $ _____

12. Initiated By: CL

13. Approval CL

14. Comments:

LAND OFFICE USE ONLY

* Penalty due under provisions of Article 5380 V.A.C.S. and calculated at the rate of 1% for each 30 day period of delinquency or fractional period thereof; provided, however, that each such penalty shall never be less than $5.

IMPORTANT: RETAIN WHITE COPY AND RETURN GREEN COPY WITH SEPARATE CHECK FOR TOTAL PENALTY

ER MINERAL LEDGER FROM F/Y 81 GLO 1370 MFN 74151 CLASS AS OF: 08-26-81

REMITTER NAME/ MCF/BBLS PRD.	FY-REG NO GRS/TOT VALUE	CL#	VOUCHER/ TRANSFER	FOR TYPE	DATE DUE/PAID	ROYALTY DUE/PAID
AMMEX PET CORP	81-147806	89		01-81	08-01-81	7,499.72-
AMMEX PET CORP	81-147806	89		06-80	08-01-81	7,268.14-
AMMEX PET CORP	81-147806	89		03-80	08-01-81	3,265.17-
AMMEX PET CORP	81-147806	89		02-80	08-01-81	6,269.53-
AMMEX PET CORP	81-147806	89		10-80	08-01-81	5,709.04-
AMMEX PET CORP	81-147806	89		01-80	08-01-81	9,312.71-
AMMEX PET CORP	81-147806	89		04-80	08-01-81	4,828.08-
AMMEX PET CORP	81-147806	89		05-80	08-01-81	3,265.82-
AMMEX PET CORP	81-147806	89		03-81	08-01-81	2,146.52-
AMMEX PET CORP	81-147806	89		12-80	08-01-81	1,522.32-
AMMEX PET CORP	81-147806	89		01-81	08-01-81	1,587.39-
AMMEX PET CORP	81-147806	89		06-81	08-01-81	2,925.74-
AMMEX PET CORP	81-147806	89		11-80	08-01-81	1,496.35-
AMMEX PET CORP	81-147806	89		02-81	08-01-81	1,417.96-
AMMEX PET CORP	81-147806	89		08-80	08-01-81	1,572.31-
AMMEX PET CORP	81-147806	89		04-80	08-01-81	1,638.45-
AMMEX PET CORP	81-147806	89		03-81	08-01-81	4,061.40-

ER MINERAL LEDGER FROM F/Y 81 GLO 1370 MFN 74151 CLASS AS OF: 08-26-81

REMITTER NAME/ MCF/BBLS PRD.	FY-REG NO GRS/TOT VALUE	CL#	VOUCHER/ TRANSFER	FOR TYPE	DATE DUE/PAID	ROYALTY DUE/PAID
AMMEX PET CORP	81-147806	89		04-81	08-01-81	3,011.59-
AMMEX PET CORP	81-147806	89		09-80	08-01-81	1,262.22-
AMMEX PET CORP	81-147806	89		05-81	08-01-81	4,113.31-
AMMEX PET CORP	81-147806	89		08-80	08-01-81	7,055.73-
AMMEX PET CORP	81-147806	89		06-81	08-01-81	4,339.61-
AMMEX PET CORP	81-147806	89		07-80	08-01-81	3,043.20-
AMMEX PET CORP	81-147806	89		09-80	08-01-81	3,965.69-
AMMEX PET CORP	81-147806	89		06-80	08-01-81	2,970.40-
AMMEX PET CORP	81-147806	89		07-80	08-01-81	7,186.94-
AMMEX PET CORP	81-147806	89		02-81	08-01-81	4,416.86-
AMMEX PET CORP	81-147806	89		10-80	08-01-81	1,286.39-
AMMEX PET CORP	81-147806	89		11-80	08-01-81	4,204.44-
AMMEX PET CORP	81-147806	89		05-80	08-01-81	19,397.04-
AMMEX PET CORP	81-147806	89		12-80	08-01-81	2,922.02-
TOTAL PAID	134,962.09-					END

(59)

M. F. 74151

CORRESPONDENCE FILE

To AMMEX PETROLEUM

From

Dated 8-20-81

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

August 28, 1981

319 System Bldg.
713-845-3511

1 21

Mr. Max J. Werkenthin
Attorney
Energy Resources Division
General Land Office
Austin, Texas 78701

Dear Max:

As you are aware, we are seeking to keep the most accurate information possible regarding the dispostion of oil and gas from Texas A&M University System properties. Pursuant to this, we request that the General Land Office make available to us copies of the form marked Form MA-1, Rev. 8/74. At the present time the office of the Executive Vice Chancellor for Administration is receiving such forms only for the lease in Wichita County. It would greatly aid our efforts and record keeping to receive forms for all Texas A&M University System land which is in production.

I appreciate your help in obtaining these forms for us.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:dp

cc: Larry Valigura
Director of Finance
Texas A&M University

(60)

M. F. 74151
CORRESPONDENCE FILE

To

Texas A & M Univ.

From

Dated 9-1-81

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

September 4, 1981

Ms. Genevieve Graffeo
Office of the Vice Chancellor for Legal Affairs
Texas A & M University System
319 System Building
College Station, Texas 77843

RE: State Lease M-74151
Texas A&M "A" Lease
John P. Coles Survey, A-12
Burleson County, Texas

Dear Ms. Graffeo:

This letter and enclosures are to bring you up to date on the status of the captioned lease.

The General Land Office received on August 1, 1981 a check from Ammex Petroleum in the amount of $134,962.09, attributable to oil production from January, 1980 through June, 1981.

The System Office should soon receive its regular statement from the General Land Office Receiver reporting the receipts turned over to the State Treasurer for the Texas A & M Special Fund. Your next statement should contain the above payment from Ammex.

Since part of the Ammex payment was for royalty due in previous months, we have written Ammex for the delinquency penalty, totalling $13,397.66, (see copy enclosed). In addition the royalty was underpaid, due to deduction of taxes from the gross value of production. We have therefore written to Ammex for $6518.67 additional royalty and $618.92 delinquency penalty, (see copy enclosed).

Copies of the Railroad Commission's Oil Production Ledger are enclosed, so that you can see the production reported to the Commission regarding this lease.

As you requested, I have enclosed copies of the Oil Reports (GLO form MA-1) filed by Ammex on this lease from January, 1980 through June, 1981. I will request that Ammex send a copy of all future production reports to Texas A & M. Please notify me of the address to which you would like these reports sent.

There was some production of casinghead gas during 1980, and a minimal volume of gas is being produced currently. Gas Reports filed by Ammex report all this gas either flared or used on the lease, and we have not received any royalty payments on gas production. We have not yet communicated with Ammex regarding whether royalty is due on this gas.

After studying the gas royalty clause of the subject lease agreement, I am of the opinion that the lessee is not obligated to pay royalty on incidental oil well gas which has been flared or used on the lease. I would appreciate it if you would review the lease and give me your view of this matter.

Please call if we may be of further assistance.

Yours truly,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749

Enclosures

cc: Mr. Larry Valigura
Director of Finance
Office of the System Comptroller
Texas A & M University System
College Station, Texas 77843

M. P. 74151

CORRESPONDENCE FILE

To Texas A+M Univ.

From

Dated 9-4-81

121

GeoSouthern Energy Corp.
P. O. Box 95
Brenham, Texas 77833

September 16, 1981

Mr. Max Werkinthin
General Land Office
1700 North Congress
Austin, Texas 78701

Re: Gig'Em #1 Well
Giddings Field
Burleson County, TX

Dear Mr. Werkinthin:

Please find attached the Railroad Commission Permit and Plat on the Gig'Em #1 and the Surface Casing Recommendation.

Please send GeoSouthern Energy Corp. any forms that need to be filed with your office.

Sincerely,

GEOSOUTHERN ENERGY CORP.

Judi Vinson

Judi Vinson
Well Accountant

Attachment

(62)

M. F. 74151
CORRESPONDENCE FILE
To GeoSouthern Energy

From

Dated 9-17-81

9.15.81

October 26, 1981

Geo Southern Energy Corp.
P. O. Box 95
Brenham, Texas 77833

Attention: Ms. Judi Vinson, Well Accountant

RE: State Lease M-74151
Texas A&M University Lease
John P. Coles Survey, A-12
Burleson County, Texas

Dear Ms. Vinson:

Thank you for submitting the W-1 Permit, and plat for the Gig' Em #1 Well on the captioned lease.

I have referred these to our Exploration and Production Section, and have requested them to notify you if they require any further documentation on the completion of this well.

Enclosed are supplies of our Oil and Condensate (MA-1) and Gas (MA-2) Production Report forms which should be completed and sent to this office with a copy of the purchase Statement after production begins.

If you have any questions, please feel free to call the undersigned.

Yours truly,

Bob Armstrong

By: Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749

Enclosure:

(42)

M. R. 74151

CORRESPONDENCE FILE

To Geo Southern

From

Dated 10-26-81

THIS APPLICATION MUST BE FILED IN DUPLICATE IN THE APPROPRIATE DISTRICT OFFICE.

M-74151

FORM W-1
1/1/81

API Well No. 42
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☐ Sidetrack ☐ Amended Permit (Explain in Remarks)

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER

Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ RE-ENTER

7. RRC District: 3

8. County: BURLESON

1. Operator: GEOSOUTHERN ENERGY CORP.

4a. Lease Name (32 Spaces Maximum): Gig'em

4b. RRC Lease or ID No. (if assigned):

9. Well Number: 1

2. Address (Including City and Zip Code)
P.O. BOX 95
BRENHAM, TEXAS 77833

5. Location (Sec., Blk., Survey): JOHN P. COLES A-12

10. Number of Contiguous Acres in Lease or Unitized Tract: 160

6. This well is to be located 4.5 miles N.E. Direction from SNOOK, TEXAS Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Lease or Unit Line (ft.): 490'

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?
YES ☒ NO ☐ (Instruction (2) on back side.)

12. Total Depth: 10,000'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below. One zone per line. List all zones for which a permit is sought.	14. Completion Depth	15. All Prior Rule 37 Exec. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same res. on same lease? Yes or No. If yes explain in remarks.	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of completed, permitted or applied for, locations on this lease in same reservoir for which this permit is sought? OIL	23. GAS
GIDDINGS (AUSTIN CHALK)	10,000	NONE	467-1200	80-160	160	NO	1990	Regular 1 ☒ Rule 37 2 ☐	Oil	0	0
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED
A. Lease Lines: 490' FSEL 1510' FSWL
B. Survey Lines: 14715' FSWL 22920' FNWL

27. Is this a pooled unit? YES ☐ (Attach P-12, certified plat, & list of pooled zones) NO ☒

28. Substandard Acreage YES ☐ (Attach W-1A) NO ☐

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No ☒
(b) If subject to SWR 36, has Form H-9 been filed? If no, attach explanation.) ☐ ☐

26. Do you anticipate future use of this wellbore to complete in any penetrated zone not listed in Column 13, for which a Rule 37 or Rule 38 exception is presently required? If Yes, attach a list of such zones and see Instruction # 8. Yes ☐ No ☒

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 Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: No S.W. W-1 received from Mineral Wells.
Spud: 9-24-81 Comp: 10-29-81
Perf: 9090'-9190' T.D.: 9825'
IPF: 165 BOPD, 990 mcf/da, 100 BWTR., GOR 6000, ftp: 1800

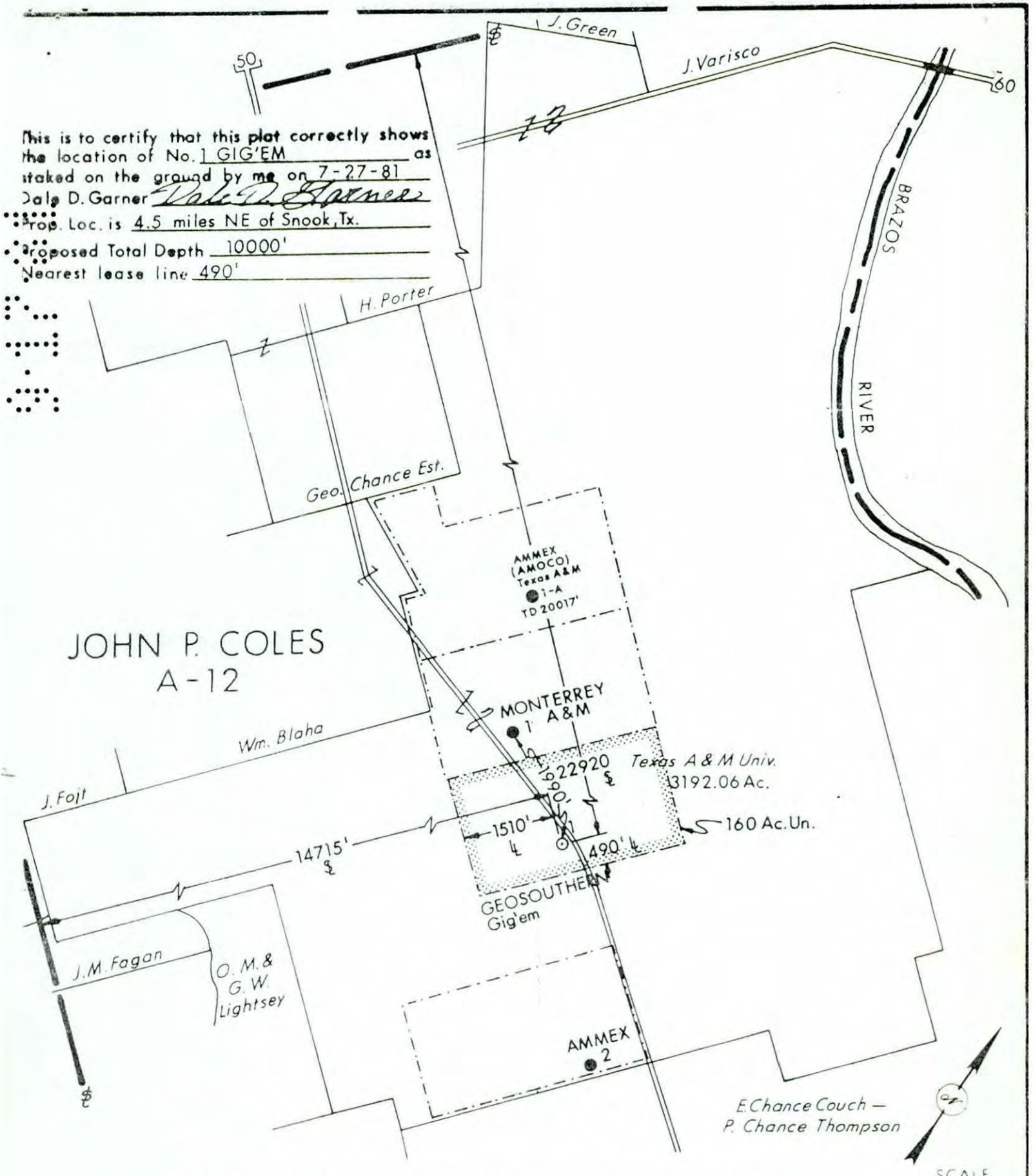
Dale D. Garner
Signature

Agent
Title

August 20, 1981
Date

Telephone: Area Code 713 836-5203 ~~836-0034~~

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.



GEOSOUTHERN ENERGY CORP.

• 2000 LOOP 290 EAST BRENHAM, TEXAS 77833 (713)836-0034 •
P.O. Box 95

GIG'EM NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 221' GL
— BURLESON CO., TEXAS —

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
PERMIT TO DRILL, DEEPEN OR PLUG BACK
ON REGULAR LOCATION

RMIT NUMBER	DATE OF PERMIT	DISTRICT
132796	9/09/81	03
PI NUMBER	FORM W-1 (dated)	COUNTY
42 051 31849	8/20/81	BURLESON
YPE OF OPERATION		ACRES
DRILL		160

PERATOR 301287

GEOSOUTHERN ENERGY CORPORATION
P. O. BOX 95
BRENHAM TX 77833

NOTICE

NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh water sands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Department of Water Resources for depth to which fresh water sands must be protected.

District Office Telephone No.: 713 688-3461

ASE NAME	WELL NUMBER
GIG' EM	1
CATION	TOTAL DEPTH
5 MILES NE FROM SNOOK	10,000

CTION, BLOCK and/or SURVEY

JOHN P. COLES A-12

STANCE - - LEASE LINES	- - SURVEY LINES	- - NEAREST WELL ON LEASE
90 FSEL & 1510 FSWL	14715 FSWL & 22920 FNWL	1990 NW

ELD(S)

GIDDINGS (AUSTIN CHALK-3)

** LIMITATIONS **

REGULAR PROVIDED THIS WELL IS NEVER COMPLETED IN VIOLATION OF APPLICABLE SPECIAL FIELD OR STATEWIDE SPACING RULES.

THIS PERMIT SUBJECT TO THE CONDITIONS ON THE BACK OF THIS FORM.

THE OPERATOR SHOULD CONSIDER THE REQUIREMENTS OF THE NATURAL GAS POLICY ACT OF 1978, AS AMENDED, (NGPA), AND APPLICABLE STATE OR FEDERAL REGULATIONS.

DEP[illegible] OF USABLE-QUALITY GROUND WATER [illegible]BE PROTECTED

The information requested is essential in order for this agency to provide an appropriate response. Please allow for receipt of this form in our offices at least one week before your operation begins. Due to the volume of these requests, it is difficult for us to handle telephone inquiries, and such only serve to delay the processing of these forms. Complete, keep the bottom sheet (yellow) for your files, and mail the top 4 sheets of this 5-sheet set of carbon-backed forms to the address below; 1 of them will be returned to you bearing our response and others will be sent to the Austin and appropriate district office of the Railroad Commission.

REFER TO: SC- 1659 if commenting on the recommendation below

Surface Casing
Texas Department of Water Resources
P.O. Box 13087
Austin, Texas 78711 (Phone: 512/475-6176)

Date 8/21/81

Randolph Roberts 713-836-5203
Name of person preparing this request & Telephone No. w/AC

GeoSouthern Energy Corp.
Company (operator's name as on RRC form W-1)

P. O. Box 95
Mailing Address

Brenham, TX 77833
City and State Zip Code

Do not write in this space

SC 1295 [redacted]
Q-131 = 1900

ELOg WA 1659
1950'

1/AJ

Lease Name Gig'em Well No. #1

County Burleson Railroad Commission District No. 3

Section No. ____ Block No. ____ Township ____

Survey John P. Coles No. ____ Abstract No. A- 12

Distances, in feet, and directions measured at right angles from each of two intersecting Section or Survey lines

(NOT LEASE LINES) 14,715' feet from SE line and 22,920' feet from NW line

Distance (in miles) and direction from a nearby town in this County (name the town). 4.5 miles NE from Snook, Texas

Elevation (if available) 221' Proposed Total Depth 10,000'

Geologic Formation at T.D. ____

Map (Attach a map showing surrounding Surveys and your well site. The map may be a Xerox or other, including hand drawn, copy of an ownership map but must show Surveys, etc. The scale should be either 1"=4,000' or 1"=3,000'. A part of an ownership map such as those by Heydrick, Tobin, South Texas, Southwest, Midland, Zingery, etc., is preferable to a surveyor's plat.

Additional data (check if attached):

Log of same or nearby well ____ (The applicable type of well log of a nearby well that shows the aquifers).
ALWAYS attach the electric log of any well that is to be reentered.

TYPE OR PRINT IN INK

DO NOT WRITE HERE
FOR TDWR USE ONLY

The TEXAS DEPARTMENT OF WATER RESOURCES' recommendation for the protection of usable-quality ground water at the referenced location is as follows:

Water-bearing strata must be protected down to a depth of 1,950 feet.

Please send an electrical log of this well when it is available.

Very truly yours,

Robert R. Flowers for

N. A. Jeter
Geologist, Surface Casing, TDWR
dh

Date September 2, 1981
typed by TDWR

NOTE: The depth to which we recommend that usable-quality water strata should be protected is intended to apply only to the subject well. Approval of the well-completion methods for protection of this ground water falls under the jurisdiction of the Railroad Commission of Texas. **This recommendation is intended for normal drilling and production operations only and does not apply to salt water disposal operations. It should not be used as a recommendation for fieldwide usable-quality water protection rules.**

TDWR-0051 (Rev. 5-4-81)

(63)

M. F. 74151

APPLICATION TO DRILL

GeoSouthern Energy Corp.

WELL # 1

FILED 10-26 19 81

BOB ARMSTRONG, COMMISSIONER

BY: E.F.

8-15-87

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

October 26, 1981

Geo Southern Energy Corp.
P.O. Box 95
Brenham, Texas 77833

Attention: Ms. Judi Vinson,
Well Accountant

Re: State Lease M-74151
Texas A & M University Lease
John P. Coles Survey, A-12
Burleson County, Texas

Dear Ms. Vinson:

Thank you for submitting the Railroad Commission Form W-1 with plat and Permit to Drill for the Gig 'Em #1 Well on the captioned lease. Within thirty days after completion of operations on this well, your Oil, Gas and Sulphur Lease requires the filing in this office of copies of all Electrical Logs run on the well, and copies of all forms filed with the Railroad Commission pertaining to the completion or abandonment of this well. Please refer these submittals to the attention of Jack M. Howard, Director, Exploration & Development Division.

Your interest and cooperation in this matter is appreciated. Please contact me if you have any further questions.

Sincerely yours,

Bob Armstrong

By Elizabeth A. Fox

Elizabeth A. Fox, Geologist
Exploration & Development Division
512-475-6429

EAF/ls

(64)
M-74151
ltr & Geo Southern Energy
10-26-71

M-74151

TRANSMITTAL

#2017

908 Town & Country Blvd., Suite 115 Houston, Texas 77024

TO: State Land Office
Austin, Texas 78701
Attention: Land Secretary

FROM: NRG Exploration, Inc.
11999 Katy Freeway, Suite 450
Houston, Texas 77079

DATE: 10-23-81

VIA: Mail

QUANTITY	DESCRIPTION	GeoSouthern Energy #1 Gig'em Burleson County, Texas
1 copy	Dual Induction/Formation Density	

PLEASE RETURN ONE SIGNED COPY:

DATE: _____

713.932.6821

(66)

M-74151

Transmittal w/ Elec. Log Well #...1.....

Filed 10-26-81 E.F.

RECEIVED

OCT 24 1981

General Land Office

121

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

December 4, 1981

319 System Bldg.
713-845-3511

Mr. Max J. Werkenthin
Energy Resources Division
General Land Office
Austin, Texas 78701

Dear Max:

Enclosed please find a copy of the lease pooling agreement which was recently executed by the Board of Regents covering a unit known as the Martha No. 1 Unit out of the Texas A&M University Plantation. I felt that you might need a copy of this for your files.

Feel free to call me if you have any questions.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:dp

Enclosure

P.S.
You Hooked 'Em this time but wait 'till next year! Hig 'Em!
M

67

M. F. 74151
CORRESPONDENCE FILE
To Texas A & M
From
Dated 12 - 9 - 81

15. 3.91

Martha Unit

STATE OF TEXAS §
§
COUNTY OF BURLESON §

LEASE POOLING AGREEMENT

THIS AGREEMENT made and entered into this 24TH day of NOVEMBER, 1981, by and between the State of Texas, acting by and through the Board of Regents of The Texas A & M University System (hereinafter called "Board"), designated as Lessor, under authority of and by virtue of the provisions of Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code and Ammex Petroleum Corp. and NRG Exploration, Inc., designated as Lessee.

PURPOSES

1.

This agreement is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to faciliate 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.

UNIT DESCRIPTION

2.

The pooled unit designated as the Martha No. 1 unit, shall contain a portion of the lands covered by the Texas A & M Lease described in total in Exhibit "A" attached hereto. Said unit is shown in red on Exhibit "B" attached hereto and is described by metes and bounds on Exhibit "C" attached hereto and made a part hereof for all purposes.

MINERAL POOLED

3.

The mineral pooled and unitized hereby shall be oil and gas and gas distillate and extend only to that sand or reservoir encountered from the surface to all reservoirs, as designated by the Railroad Commission of Texas in its orders establishing field rules for the Giddings Field in Burleson County, Texas.

The parties hereto commit all of their interest which are within the unit to the extent and as above described into said above Martha No. 1 unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "A", for and during the term hereof, so that such pooling or unitization shall have the following effect:

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

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereof and this agreement.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as the 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 therein, for all purposes under the terms of the respective leases or other contracts thereon and this agreement.

(d) All rights to the producton 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 lease included within said unit shall be considered as a shut-in gas well located upon each lease included within said unit, provided, however, that shut-in gas well royalty shall be paid to the Texas A & M University on each Texas A & M University lease 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 each such leases, it being agreed that shut-in royalties provided in each Texas A & M University 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 Texas A & M University lease may be maintained in force as to areas lying outside the unitized area shown in Exhibit "B" by operations or unit production.~~ Production of the pooled mineral, ~~unit~~

BJ/ Jeff mcd

** Proposed paragraph change:

(g) Notwithstanding any other provision hereof, it is expressly agreed that production or operations within the pooled unit outside the Texas A&M Unitversity property shall not maintain the Texas A&M Unitversity lease in force and effect. Production of pooled minerals, unit operations with respect thereto, or payment of shut-in royalty from a unitized gas well, shall not serve to hold any Texas A&M lease in force as to any acreage outside the unitized area.

operations with respect thereto, or the payment of shut-in royalties from a unit gas well, shall serve to hold any Texas A & M University lease in force as to any area outside the the unitized area, regardless of whether the production or operations in the unit are actually located on the Texas A & M University lease or not.

*** (h) If the Railroad Commission of Texas (or any other regulatory body having jurisdiction) shall adopt field rules providing for oil and/or gas units of less than 160 acres, then lessee at its option may reform the unit to comply with Railroad Commission unit rules. ***

(i) This agreement shall not relieve lessee 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 lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(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.

ALLOCATION OF PRODUCTION

5.

For the purpose of computing the royalty to which each lessor shall be entitled on production of oil and gas, there shall be allocated to each lease committed to the above referred unit, that pro rata portion from the oil and gas produced from the pooled unit which the number of surface acres covered by each such lease which have been included in the pooled unit bears to the total number of surface acres included in the pooled unit.

EFFECTIVE DATE

6.

This agreement shall become effective when signed by the officers authorized to do so by statute and the Board of Regents of Texas A & M University or from the date of production of the pooled mineral is first obtained, whichever date is sooner.

TERM

7.

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 of such operations and the beginning or resumption of either of them, as the case may be, from time to time thereafter, or so

*** Addition:

Notwithstanding any other provision hereof, it is expressly agreed that if the unit is reformed to conform with Railroad Commission unit rules providing for oil and/or gas units of less than 160 acres, not less than 50% of the acreage in the reformed unit shall be that of the Texas A&M University.

long as all existing leases covering the pooled minerals 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.

TEXAS A & M UNIVERSITY

8.

Insofar as the royalty interest of the Texas A & M University in and under any Texas A & M University tract committed to the unit is concerned, this agreement is entered into, made and executed by the undersigned by virtue of the authority and pursuant to the provision of Subchapter D of Chapter 85 Subtitle D Title 3 Texas Education Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Statutes, having been duly considered, made and obtained.

TERMINATION

9.

The unit covered by this agreement may be dissolved and amended by Ammex Petroleum Corp. and NRG Exploration, Inc. by an instrument filed for record in Burleson County, Texas and a certified copy thereof filed in the General Land Office at any time provided that not less than 50% of the acreage in the amended unit shall be that of the Texas A&M University. BBJ Jeff Mel

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, Lessor acting by and through the Chairman of the Board of Regents of The Texas A & M University System, duly authorized thereunto by the Board of Regents of The Texas A & M University System, this 24TH day of NOVEMBER, A. D., 1981.

ATTEST:

Secretary of the Board of Regents of The Texas A & M University System

Chairman, Board of Regents of The Texas A & M University System for the State of Texas, Lessor

AMOCO PRODUCTION COMPANY

APPROVED

BY: J. E. Borrman
ATTORNEY-IN-FACT

GETTY OIL COMPANY

BY: M. C. Lutz
M. C. LUTZ, AGENT

Ammex Petroleum Corp.

By:

NRG Exploration, Inc.

By:

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ BRAZOS §

BEFORE ME, a Notary Public in and for BRAZOS County, State of Texas, on this day personally appeared H. R. BRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Board of Regents of The Texas A & M University System and as Chairman of said Board of Regents, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24TH day of NOVEMBER, 1981.

Gladys S. Byer
Notary Public in and for
~~Harris~~ BRAZOS County, TEXAS

Gladys S. Byer
(Print Name of Notary Public)
My Commission Expires: 3/84

THE STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ Midland §

BEFORE ME, the undersigned authority, on this day personally appeared Bob L. Johnson, President of Ammex Petroleum, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 4th day of May, 1981.

MYRNA MORRIS
Notary Public, State of Texas
My Commission Expires
12-31-84

Myrna Morris
Notary Public in and for
Midland ~~Harris~~ County, TEXAS

Myrna Morris
(Print Name of Notary Public)
My Commission Expires: 12-31-84

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE BISHOP, PRESIDENT of NRG Exploration, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 29th day of APRIL, 1981.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

(Print Name of Notary Public)
My Commission Expires:

SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. E. HARRISON, Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 16th day of September, 1981.

Shirley B. Barnes
Notary Public in and for
Harris County, TEXAS
SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-81

Printed name of Notary Public

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. C. LUTZ, AGENT of GETTY OIL COMPANY, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 22nd day of September, 1981.

Beverly A. Lampkin
Notary Public in and for
Harris County, TEXAS
BEVERLY A. LAMPKIN
Notary Public in and for State of Texas
My Commission Expires August 14, 1984

Printed anme of Notary Public

My commission expires:

EXHIBIT "A"

POOLED LEASES

TEXAS A & M LEASE:

Oil, Gas and Sulphur Lease from the State of Texas, acting by and through the Board of Regents of the Texas A & M Univeristy System, and Skelly Oil Company, dated January 25, 1977, recorded in Volume 20, Pages 52 through 60, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

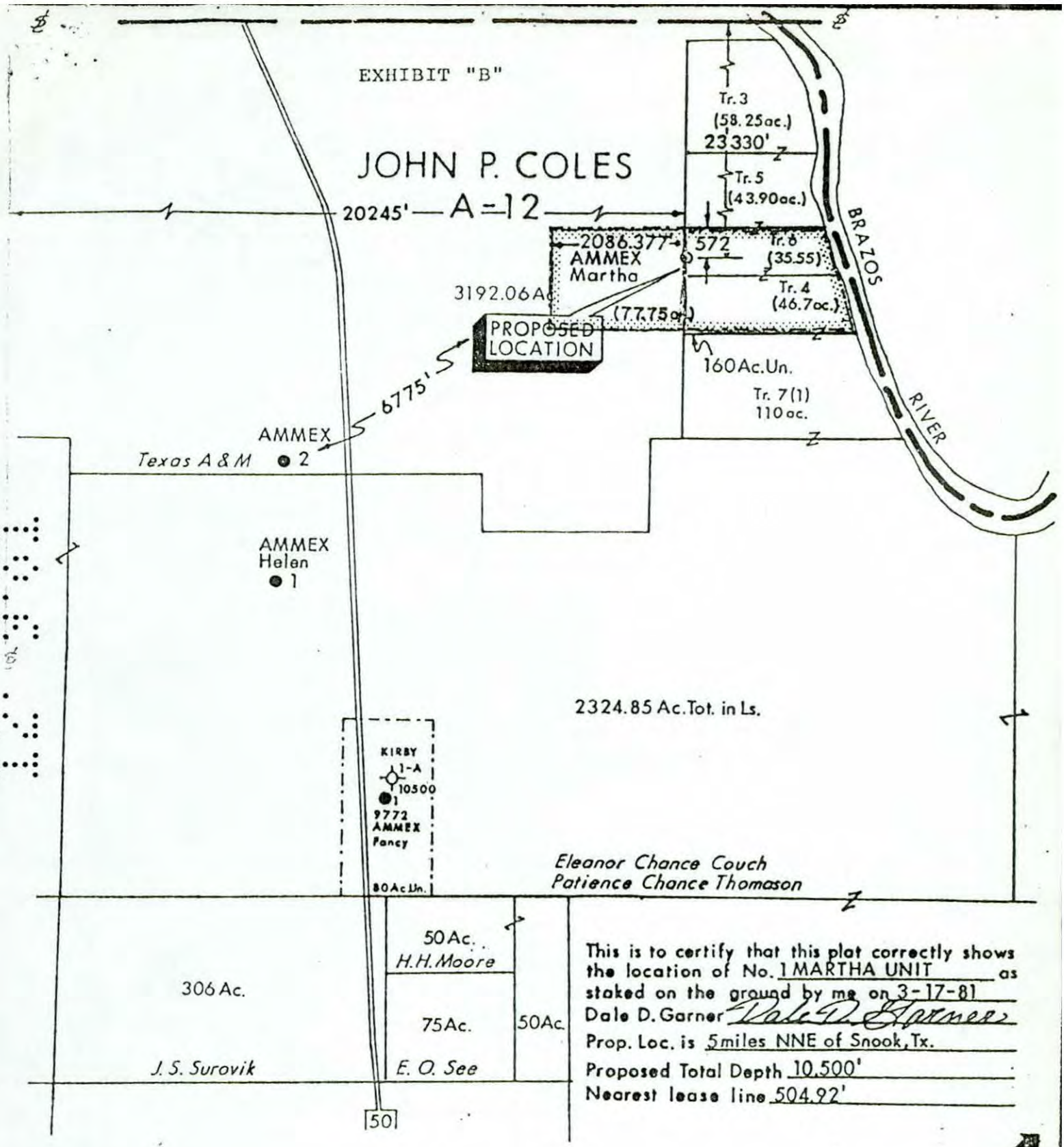
All that certain tract or parcel of land containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

(i) Warranty Deed from J. S. Mooring, et al, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated April 5, 1944, of record in Vol. 92, Pg. 34-36, of the Deed Records of Burleson County, Texas, conveying said 2,776.36 acres; (ii) Warranty Deed from J. Earl Porter, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated June 21, 1944, of record in Vol. 93, Page 1, of the Deed Records of Burleson County, Texas, conveying 219.50 acres; (iii) Warranty Deed from George C. Chance, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated December 15, 1944, of record in Vol. 92, Page 587, of the Deed Records of Burleson County, Texas, conveying 196.20 acres; to which all such deeds and their record, referenced is hereby made in aid of description.

COUCH-THOMASON LEASE:

Oil, Gas and Mineral Lease from Patience Chance Thomason, Individually and as Trustee under the Will of George G. Chance, Deceased, Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased and Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased, and Skelly Oil Company, dated June 1, 1974, recorded in Volume 15, Pages 340 through 344, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

Being 2,726.9 acres of land more or less, out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, and being the same land described as First Tract, Second Tract, Third Tract, Fourth Tract, Fifth Tract, Sixth Tract, Seventh Tract, Eighth Tract, Ninth Tract, Tenth Tract, Eleventh Tract, Twelfth Tract, Thirteenth Tract, Fourteenth Tract, Seventeenth Tract, Eighteenth Tract and Nineteenth Tract in that certain Oil, Gas and Mineral Lease dated March 14, 1961, from William E. Thomason et al to B. Coleman Renick, recorded in Volume 143, Page 450 of the Deed Records of Burleson County, Texas.



This is to certify that this plat correctly shows the location of No. 1 MARTHA UNIT as staked on the ground by me on 3-17-81

Dale D. Garner *Dale D. Garner*

Prop. Loc. is 5 miles NNE of Snook, Tx.

Proposed Total Depth 10,500'

Nearest lease line 504.92'

SCALE 1 = 2000'

AMMEX Petroleum Corporation

P. O. Box 164 • Midland, Texas 79702 • (915) 684-5871

MARTHA NO.1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 223' GL

— BURLESON CO., TEXAS —

EXHIBIT "C"

Beginning at a point on Brazos River at low water stage, for the North Corner of one 35.55 acre tract (Vol. 60, Page 294) also this being the North Corner of said unit:
THENCE S 44° W 15' at 97.220' crossing the upper west bank of the said river, continue for a total of 2144.384' for West Corner of said 35.55 acre tract, said corner also being in the N.E. line of one 2776.36 acre tract (Vol. 92, Page 34):
THENCE S 45° W 2086.377' to a point for corner:
THENCE S 45° E 45° 1623.288' to a point for corner:
THENCE N 45° E 2086.377' to a point for corner, common with the South Corner of one 46.7 acre tract (Vol. 84, Page 23):
THENCE N 45° E 2680.481' to a point on the said Brazos River at low water stage:
THENCE up the said river with its meanders to the place of beginning, containing 160 acres more or less.

MARTHA UNIT NO. 1

(68)

M. F. 74151

CORRESPONDENCE FILE

~~To~~ POOLING AGREEMENT
(Martha #1 Unit)

~~From~~

Dated 12-9-81

(FIPO)

15-3-01

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

December 21, 1981

Mr. Max J. Werkenthin
Energy Resources Division
General Land Office
Austin, Texas 78701

Dear Max:

The Board of Regents of the Texas A&M University System has requested that we provide them with the most up-to-date production information available on the lease in Burleson County. I have encountered some difficulties in getting timely reports out of the oil companies and am requesting your assistance in providing me with copies of whatever they have filed with your office and/or the Railroad Commission.

The Ammex No. A-1 and No. 2 Wells, for which we received copies of reports from your office, reflect production only through the month of June of 1981. I would appreciate it if you would provide me with copies of the MA-1's and/or P-1's on these wells.

The Monterrey No. 1 well has been in production, as far as I can determine, but we have never received a production report from Monterrey Petroleum. If you have any figures available, I would be most interested in viewing them. I have requested such figures from Monterrey Petroleum, however, I do not anticipate receiving them before the end of the year.

Thank you for your help. I am indebted to you for your excellent assistance, as ever.

Very truly yours,

Genevieve Graffeo
Staff Attorney

GG:tc

cc: Larry J. Valigura
Director of Finance

69

M. F. 74151
CORRESPONDENCE FILE
To
Texas A&M
From
Dated 12-28-81

NRG Exploration, Inc. to Ammex Petroleum, Inc.

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE
AMMEX PETROLEUM, INC., TEXAS A & M NO. 2

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

NRG EXPLORATION, INC., sometimes hereinafter referred to as "Assignor", for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby BARGAIN, SELL, TRANSFER, and ASSIGN unto AMMEX PETROLEUM, INC. sometimes hereinafter referred to as "Assignee", its legal representatives, successors, and assigns, without warranty of title, either express or implied, and subject to the reservations hereinafter set forth, all of Assignor's right, title, and interest in and to the lease particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, from the surface down to 100 feet below the stratigraphic equivalent of the 9,500 feet drilled in the Ammex Texas A & M No. 2 Well, INSOFAR AND ONLY INSOFAR AS said Lease covers and affects that certain 160 acres, more or less, in and around the said Ammex Texas A & M No. 2 Well in the John P. Coles Survey, A-12, Burleson County, Texas, said 160 acres being more particularly described as follows:

BEGINNING at a point on the SW right-of-way of State Highway 50 and the SE lease line. The same being in the NW lease line of tract thirteen of Couch-Thomason 200 acre tract;

THENCE N 45° W 2000' for most northerly corner of said unit;

THENCE S 45° W 3585' for west corner;

THENCE S 45° E 2000' to point in SE lease line, the same being the south corner of said unit;

THENCE N 45° E 3485' to POINT OF BEGINNING and to contain 160 acres, more or less.

There is expressly excepted herefrom and reserved unto Assignor, its successors and assigns, all leasehold rights under the hereinabove 160 acre tract insofar as said rights cover and affect those depths occurring more than 100 feet below the stratigraphic equivalent of the 9,500 feet drilled in the Ammex Texas A & M No. 2 Well.

Assignor expressly excepts and reserves unto itself its successors and assigns an overriding royalty equal to 6.25% of 8/8ths, subject to the below described reversionary interest.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, it is expressly agreed and understood that effective the day following the day upon which all of the working interest owners' share of the production from any well located upon the leasehold estates assigned herein, less all severance, production, occupation, windfall profits or any similar or like taxes, equals the total costs incurred in the drilling, testing, completing, equipping and operating of any such well, including, but not limited to, all title, legal, curative, regulatory, engineering costs and all other costs incurred thereby the aforesaid 6.25% overriding royalty shall automatically increase from 6.25% of 8/8ths to 12.50% of 8/8ths.

This Assignment is expressly made subject to the following royalties and/or reversionary interests of record of Burleson County, Texas, listed below:

(a) Overriding royalty interest in the leasehold estates herein assigned, reserved to Getty Oil Company in an instrument dated April 16, 1981, recorded at Volume 64, upon Page 155 of the Oil and Gas Lease Record of Burleson County, Texas.

(b) Overriding royalty interest in the leasehold estates herein assigned, reserved to Amoco Production Company in an instrument dated April 16, 1981, recorded at Volume 64, upon Page 155 of the Oil and Gas Lease Record of Burleson County, Texas.

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This Assignment is expressly made subject to all other presently effective royalties, overriding royalties, production payments, and other like interests which burden the leasehold estates herein assigned.

This conveyance shall be effective on the date of execution or on the date of first production from the Ammex Texas A & M No. 2 Well, whichever occurs first.

DATED: SEPTEMBER 15, 1981.

ASSIGNOR

NRG EXPLORATION, INC.

By George Bishop

GEORGE BISHOP
Printed Name

PRESIDENT
Capacity

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared George Bishop, known to me to be the person whose name is subscribed to the foregoing instrument, as President of NRG EXPLORATION, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of SEPTEMBER, 1981.

My Commission Expires:

Sharon B. Hillebrandt
Notary Public in and For

County, Texas

Notary's Printed Name

SHARON B. HILLEBRANDT
Notary Public State of Texas
My Commission Expires August 20, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

VOL 71 PAGE 152

152

EXHIBIT "A" TO PARTIAL ASSIGNMENT
OF OIL, GAS AND MINERAL LEASE
AMMEX PETROLEUM, INC., TEXAS A & M NO. 2

This instrument covers the following described leases:

That certain Oil and Gas Mineral Lease dated January 25, 1977 wherein Texas A & M University is Lessor and Skelly Oil Company is Lessee, covering 3192.06 acres more or less out of the John P. Coles Survey, A-12 in Burleson County, Texas, recorded at Volume 20, upon Page 52 of the Oil and Gas Lease Records of Burleson County, Texas.

This instrument covers only the following lands, to-wit:

160 acres, more or less, around the the said Ammex Texas A & M No. 2 Well, out of the John P. Coles Survey, A-12, Burleson County, Texas, being more particularly described as follows to wit:

BEGINNING at a point on the SW right-of-way of State Highway 50 and the SE lease line. The same being in the NW lease line of tract thirteen of Couch-Thomason 200 acre tract;

THENCE N 45° W 2000' for most northerly corner of said unit;

THENCE S 45° W 3585' for west corner;

THENCE S 45° E 2000' to point in SE lease line, the same being the south corner of said unit;

THENCE N 45° E 3485' to POINT OF BEGINNING and to contain 160 acres, more or less.

VOL 71 PAGE 153

THE STATE OF TEXAS

COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24 DAY OF September, 19 81, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 16 DAY OF October, 19 81, AT 1:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 71, PAGE 150-153

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

BY Brenda Williams DEPUTY

THE STATE OF TEXAS

County of Burleson

I, John J. Toupal, Clerk of the County Court of Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original Partial Assignment of Oil, Gas and Mineral Lease Ammex Petroleum, Inc., Texas A & M No. 2 from NRG Exploration, Inc. to Ammex Petroleum, Inc.

as the same appears of record in my office in book 71 pages 150-153, Oil & Gas Lease Record.

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

this 7 day of December 1981.

John J. Toupal Clerk,

By Evelyn M. Henry Deputy.

326-81 APPROVAL OF PARTIAL ASSIGNMENT OF AN OIL, GAS AND SULPHUR LEASE - MINERAL INTEREST IN 160 ACRES - TEXAS A&M "A" NO. 2 WELL, BURLESON COUNTY, TEXAS THE TEXAS A&M UNIVERSITY SYSTEM

On motion of Mr. Bright, seconded by Mr. McKenzie and by a unanimous vote of the Board, the following minute order was adopted:

Consent of the Board of Regents is given to NRG Exploration, Inc. to assign to AMMEX Petroleum Corporation, all of its interest in the oil, gas and sulphur lease covering a mineral interest in 3,192.06 acres of land, more or less, out of the John P. Coles Survey, Abstract No. 12, as it relates to a 160 acre tract around the Texas A&M "A" No. 2 Well from the surface down to one hundred (100) feet below the stratigraphic equivalent of 9,500 feet, reserving an overriding royalty.

The assignment shall be filed in the General Land Office within one hundred (100) days after the date of the first acknowledgment thereof, accompanied by ten cents (10¢) per acre for each net mineral acre assigned and if not so filed and payment made, the assignment shall not be effective.

CERTIFICATE

I, ROBERT G. CHERRY, certify that the foregoing is an exact copy of Minute Order 326-81 passed by the Board of Regents of The Texas A&M University System at its meeting in College Station, Texas, on November 24, 1981 and that this minute order is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 4th day of December, 1981.

Robert G. Cherry
Secretary to the Board of Regents
The Texas A&M University System

M 74151 (70)

Partial Assignment

File Dated 12-17-81

Bob Armstrong, Commissioner di

RECEIVED AS STATED
$ 5.00

DATE 12-17-81
Reg. No. 38278

GENERAL LAND OFFICE

RECEIVED AS STATED
$5.00

DATE 1-26-82
Reg. No. 50741

GENERAL LAND OFFICE

15-15-01

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

171

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
		Assignment fee 10¢/acre Texas A&M No. 2 (160 acre unit)				$16.00

38279

V-3

10-21-21

REC'D DEC 14 1981

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

171

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
		Filing Fee Assignment Texas A&M No. 2				$5.00

38278

V-3

REC'D DEC 14 1981

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

December 16, 1981

Mr. Virgil Morelle
Oil & Gas Division
Legal Department
General Land Office
Austin, Texas 78701

Re: Partial Assignment of Oil, Gas, and Sulphur Lease

Dear Mr. Morelle:

Enclosed please find a certified photocopy of a partial assignment of an oil, gas and sulphur lease. This assignment was approved by the Board of Regents of The Texas A&M University System, as evidenced by the attached Minute Order. I have also enclosed two (2) checks from Ammex Petroleum to cover the $5.00 filing fee and the $16.00 assignment fee.

Please record this document in the General Land Office files. The 100 day limit will expire December 24, 1981.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:dp

Enclosure

X 5.00 38278

X 16.00 38279

F. 74151 (71)

CORRESPONDENCE FILE

To

From TX A+M Univ.

Dated 12-17-81

li

12

13.15.81

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
	171	Balance Due Filing Fee for that Partial Assignment of OG & ML Ammex Petroleum, Inc. Texas A&M No. 2 recorded in Volume 71, page 150-153 O&GL Records, Burleson Co., Texas			50741 $5.00	

V-3

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

January 25, 1982

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

Mr. V. C. Morelle
Attorney
Oil & Gas Division
General Land Office
Austin, Texas 78701

SUBJECT: Partial Assignment of Oil & Gas Lease,
M-74151, Burleson County

Dear Mr. Morelle:

Enclosed please find a check in the amount of $5.00 as the balance of the $10.00 filing fee for the above-captioned instrument.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:km

Enclosure

X- 5.00

50741

171

Ammex Petroleum, Inc.
Midland, Tex

F. 74151 (72)

CORRESPONDENCE FILE

To

From TX A+M Univ.

Dated 1-26-82 di

1-26-82

February 3, 1982

The Texas A&M University System
319 System Bldg.
College Station, Texas 77843

Attn: Genevieve Graffeo

Re: Partial Assignment of Oil & Gas & Sulphur Lease
M-74151
Burleson County, Texas

Gentlemen:

The certified copy of Partial Assignment of Oil, Gas, & Sulphur Lease, affecting the captioned tract, has been filed in our records.

Your remittances of $5.00, $16.00, and $5.00 have been applied as the $10.00 filing fee and $16.00 transfer fee due thereon.

Sincerely yours,

Bob Armstrong

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VM/di

M. F. 74151 (13)

CORRESPONDENCE FILE

(To) TX A+M Univ.

From

Dated 2-3-82 di

Martha (No) Unit

13186

STATE OF TEXAS §
§
COUNTY OF BURLESON §

LEASE POOLING AGREEMENT

THIS AGREEMENT made and entered into this 24th day of November, 1981, by and between the State of Texas, acting by and through the Board of Regents of The Texas A & M University System (hereinafter called "Board"), designated as Lessor, under authority of and by virtue of the provisions of Subchapter D of Chapter 85, Subtitle D, Title 3, Texas Education Code and Ammex Petroleum Corp. and NRG Exploration, Inc., designated as Lessee.

PURPOSES

1.

This agreement is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to faciliate 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.

UNIT DESCRIPTION

2.

The pooled unit designated as the Martha No. 1 unit, shall contain a portion of the lands covered by the Texas A & M Lease described in total in Exhibit "A" attached hereto. Said unit is shown in red on Exhibit "B" attached hereto and is described by metes and bounds on Exhibit "C" attached hereto and made a part hereof for all purposes.

MINERAL POOLED

3.

The mineral pooled and unitized hereby shall be oil and gas and gas distillate and extend only to that sand or reservoir encountered from the surface to all reservoirs, as designated by the Railroad Commission of Texas in its orders establishing field rules for the Giddings Field in Burleson County, Texas.

VOL 78 PAGE 21

The parties hereto commit all of their interest which are within the unit to the extent and as above described into said above Martha No. 1 unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "A", for and during the term hereof, so that such pooling or unitization shall have the following effect:

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

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereof and this agreement.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as the 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 therein, for all purposes under the terms of the respective leases or other contracts thereon and this agreement.

(d) All rights to the producton 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 lease included within said unit shall be considered as a shut-in gas well located upon each lease included within said unit, provided, however, that shut-in gas well royalty shall be paid to the Texas A & M University on each Texas A & M University lease 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 each such leases, it being agreed that shut-in royalties provided in each Texas A & M University 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 Texas A & M University lease may be maintained in force as to areas lying outside the unitized area shown in Exhibit "B" by operations or unit production.~~ Production of the pooled mineral, ~~unit~~.

** Proposed paragraph change:

(g) Notwithstanding any other provision hereof, it is expressly agreed that production or operations within the pooled unit outside the Texas A&M Unitversity property shall not maintain the Texas A&M Unitversity lease in force and effect. Production of pooled minerals, unit operations with respect thereto, or payment of shut-in royalty from a unitized gas well, shall not serve to hold any Texas A&M lease in force as to any acreage outside the unitized area.

operations with respect thereto, or the payment of shut-in royalties from a unit gas well, shall serve to hold any Texas A & M University lease in force as to any area outside the the unitized area, regardless of whether the production or operations in the unit are actually located on the Texas A & M University lease or not.

*** (h) If the Railroad Commission of Texas (or any other regulatory body having jurisdiction) shall adopt field rules providing for oil and/or gas units of less than 160 acres, then lessee at its option may reform the unit to comply with Railroad Commission unit rules. ***

(i) This agreement shall not relieve lessee 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 lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(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.

ALLOCATION OF PRODUCTION

5.

For the purpose of computing the royalty to which each lessor shall be entitled on production of oil and gas, there shall be allocated to each lease committed to the above referred unit, that pro rata portion from the oil and gas produced from the pooled unit which the number of surface acres covered by each such lease which have been included in the pooled unit bears to the total number of surface acres included in the pooled unit.

EFFECTIVE DATE

6.

This agreement shall become effective when signed by the officers authorized to do so by statute and the Board of Regents of Texas A & M University or from the date of production of the pooled mineral is first obtained, whichever date is sooner.

TERM

7.

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 of such operations and the beginning or resumption of either of them, as the case may be, from time to time thereafter, or so

*** Addition:

Notwithstanding any other provision hereof, it is expressly agreed that if the unit is reformed to conform with Railroad Commission unit rules providing for oil and/or gas units of less than 160 acres, not less than 50% of the acreage in the reformed unit shall be that of the Texas A&M University.

long as all existing leases covering the pooled minerals 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.

TEXAS A & M UNIVERSITY

8.

Insofar as the royalty interest of the Texas A & M University in and under any Texas A & M University tract committed to the unit is concerned, this agreement is entered into, made and executed by the undersigned by virtue of the authority and pursuant to the provision of Subchapter D of Chapter 85 Subtitle D Title 3 Texas Education Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Statutes, having been duly considered, made and obtained.

TERMINATION

9.

**** The unit covered by this agreement may be dissolved and amended by Ammex Petroleum Corp. and NRG Exploration, Inc. by an instrument filed for record in Burleson County, Texas and a certified copy thereof filed in the General Land Office at any time provided that not less than 50% of the acreage in the amended unit shall be that of the Texas A&M University.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, Lessor acting by and through the Chairman of the Board of Regents of The Texas A & M University System, duly authorized thereunto by the Board of Regents of The Texas A & M University System, this 24th day of November, A. D., 1981.

ATTEST:

Secretary of the Board of Regents of The Texas A & M University System

Chairman, Board of Regents of The Texas A & M University System for the State of Texas, Lessor

AMOCO PRODUCTION COMPANY

APPROVED

BY: J. E. Harrison
ATTORNEY-IN-FACT

GETTY OIL COMPANY

BY: M. C. Lutz
M. C. LUTZ, AGENT

Ammex Petroleum Corp.

By:

NRG Exploration, Inc.

By:

VOL 78 PAGE 24

THE STATE OF TEXAS §
COUNTY OF ~~HARRIS~~ BRAZOS §

BEFORE ME, a Notary Public in and for BRAZOS County, State of Texas, on this day personally appeared H. R. BRIGHT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Board of Regents of The Texas A & M University System and as Chairman of said Board of Regents, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24TH day of NOVEMBER, 1981.

Gladys S. Byer
Notary Public in and for
~~Harris~~ BRAZOS County, TEXAS

Gladys S. Byer
(Print Name of Notary Public)
My Commission Expires: 3/84

THE STATE OF TEXAS §
COUNTY OF ~~HARRIS~~ Midland §

BEFORE ME, the undersigned authority, on this day personally appeared Bob L. Johnson, President of Ammex Petroleum, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 4th day of May, 1981.

MYRNA MORRIS
Notary Public, State of Texas
My Commission Expires
12-31-84

Myrna Morris
Notary Public in and for
Midland ~~Harris~~ County, TEXAS

Myrna Morris
(Print Name of Notary Public)
My Commission Expires: 12-31-84

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THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE BISHOP, PRESIDENT of NRG Exploration, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 29th day of APRIL, 1981.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

(Print Name of Notary Public)
My Commission Expires:

SHARON B. HILLEBRANDT
Notary Public in Harris County, Texas
My Commission Expires August 20, 1981
Bonded by Alexander Lovett, Lawyers Surety Corp.

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. E. HARRISON, Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 16th day of September, 1981.

Shirley B. Barnes
Notary Public in and for
Harris County, TEXAS

SHIRLEY B. BARNES
Notary Public In Harris County, Texas
My Commission Expires 11-2-81

Printed name of Notary Public

My commission expires:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. C. LUTZ, AGENT of GETTY OIL COMPANY, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 22nd day of September, 1981.

Beverly A. Lampkin
Notary Public in and for
Harris County, TEXAS

BEVERLY A. LAMPKIN
Notary Public in and for State of Texas
My Commission Expires August 14, 1984

Printed anme of Notary Public

My commission expires:

VOL 78 PAGE 27

EXHIBIT "A"

POOLED LEASES

TEXAS A & M LEASE:

Oil, Gas and Sulphur Lease from the State of Texas, acting by and through the Board of Regents of the Texas A & M Univeristy System, and Skelly Oil Company, dated January 25, 1977, recorded in Volume 20, Pages 52 through 60, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

All that certain tract or parcel of land containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

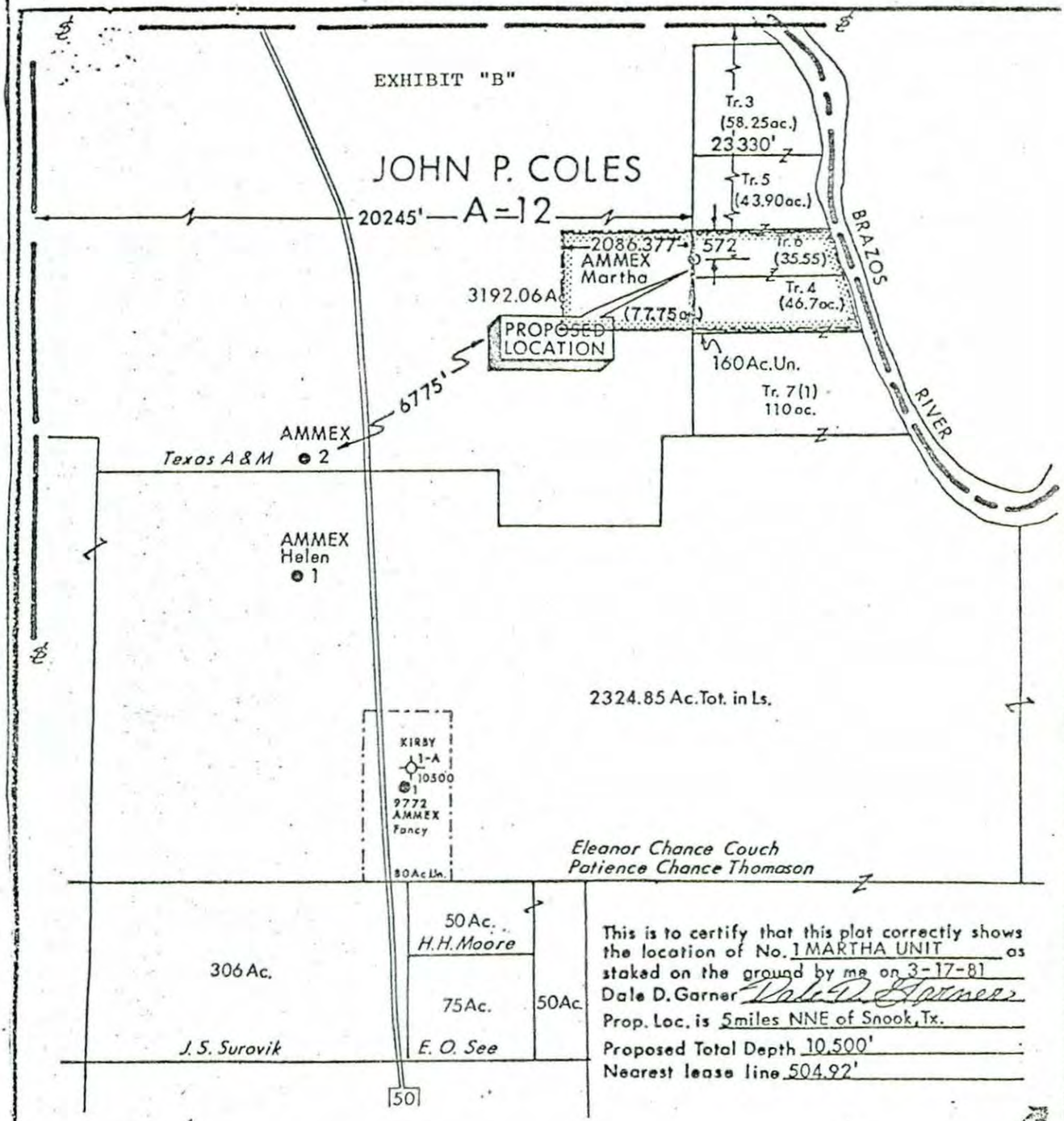
(i) Warranty Deed from J. S. Mooring, et al, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated April 5, 1944, of record in Vol. 92, Pg. 34-36, of the Deed Records of Burleson County, Texas, conveying said 2,776.36 acres; (ii) Warranty Deed from J. Earl Porter, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated June 21, 1944, of record in Vol. 93, Page 1, of the Deed Records of Burleson County, Texas, conveying 219.50 acres; (iii) Warranty Deed from George C. Chance, et ux, to the State of Texas for the use and benefit of the Agricultural and Mechanical College of Texas, dated December 15, 1944, of record in Vol. 92, Page 587, of the Deed Records of Burleson County, Texas, conveying 196.20 acres; to which all such deeds and their record, referenced is hereby made in aid of description.

COUCH-THOMASON LEASE:

Oil, Gas and Mineral Lease from Patience Chance Thomason, Individually and as Trustee under the Will of George G. Chance, Deceased, Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased and Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased, and Skelly Oil Company, dated June 1, 1974, recorded in Volume 15, Pages 340 through 344, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

Being 2,726.9 acres of land more or less, out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, and being the same land described as First Tract, Second Tract, Third Tract, Fourth Tract, Fifth Tract, Sixth Tract, Seventh Tract, Eighth Tract, Ninth Tract, Tenth Tract, Eleventh Tract, Twelfth Tract, Thirteenth Tract, Fourteenth Tract, Seventeenth Tract, Eighteenth Tract and Nineteenth Tract in that certain Oil, Gas and Mineral Lease dated March 14, 1961, from William E. Thomason et al to B. Coleman Renick, recorded in Volume 143, Page 450 of the Deed Records of Burleson County, Texas.

EXHIBIT "B"



This is to certify that this plat correctly shows the location of No. 1 MARTHA UNIT as staked on the ground by me on 3-17-81

Dale D. Garner Dale D. Garner

Prop. Loc. is 5 miles NNE of Snook, Tx.

Proposed Total Depth 10,500'

Nearest lease line 504.92'

AMMEX Petroleum Corporation

SCALE 1 = 2000'

P. O. Box 164 • Midland, Texas 79702 • (915) 684-5871

MARTHA NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 223' GL

— BURLESON CO., TEXAS —

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EXHIBIT "C"

Beginning at a point on Brazos River at low water stage, for the North Corner of one 35.55 acre tract (Vol. 60, Page 294) also this being the North Corner of said unit:
THENCE S 44° W 15' at 97.220' crossing the upper west bank of the said river, continue for a total of 2144.384' for West Corner of said 35.55 acre tract, said corner also being in the N.E. line of one 2776.36 acre tract (Vol. 92, Page 34):
THENCE S 45° W 2086.377' to a point for corner:
THENCE S 45° E 45° 1623.288' to a point for corner:
THENCE N 45° E 2086.377' to a point for corner, common with the South Corner of one 46.7 acre tract (Vol. 84, Page 23):
THENCE N 45° E 2680.481' to a point on the said Brazos River at low water stage:
THENCE up the said river with its meanders to the place of beginning, containing 160 acres more or less.

FILED FOR RECORD
at 9:00 o'clock A. M.
DEC 14 1981
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By Evelyn M. Hardy Deputy

VOL 78 PAGE 30 MARTHA UNIT NO. 1

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14 DAY OF December 19 81 AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 7 DAY OF January 19 82 AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 78 PAGE 21-30

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Brenda Williams DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, John J. Toupal, County Clerk, Burleson County, do hereby certify that the foregoing is a true copy of the original, as appears of record in Vol. 78, Page s 21-30, Oil & Gas Lease Records, Burleson County, Texas.
Witness my hand and seal of office on this the 28 day of January, A.D., 19 82

John J. Toupal
County Clerk, Burleson County, Texas

By Evelyn M. Henry
Deputy

(74)

M 74151

Lease Pooling Agreement (7IPO)

File Dated 2-25-82

Bob Armstrong, Commissioner di

5-52-85

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
		Texas A & M #1 Filing Fee - Lease Pooling Agreement				70796 $10.00

171

V-3

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

February 23, 1982

Mr. Virgil Morelle
General Land Office
Austin, Texas 78701

X 10.00 70736

Subject: Martha No. 1 Well
Burleson County, Texas

Dear Mr. Morelle:

Enclosed please find a certified copy of the recorded Pooling Agreement on Martha No. 1 Well, Burleson County, Texas. Additionally enclosed in a check from Ammex in the amount of $10.00 to cover the filing fees incurred.

If you have any questions, please feel free to contact me.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:km

Enclosures

M. F. 74151 (75)

CORRESPONDENCE FILE

To

From TX A+M Univ. System

Dated 2-25-82 di

5-52-85

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

March 5, 1982

The Texas A&M University System
319 System Bldg.
College Station, Texas 77843

Attn: Genevieve Graffeo

Re: Pooling Agreement
M-74151 (Martha No. 1 Well)
Burleson County, Texas

Gentlemen:

The certified copy of Lease Pooling Agreement, affecting the captioned tract, has been filed in our records for information purposes only.

We have requested a refund of the $10.00 remittance from Ammex Petroleum, Inc., which should be mailed to you in four to six weeks. No filing fee was needed to file the Lease Pooling Agreement.

If you have any questions, please call.

Sincerely yours,

BOB ARMSTRONG

By:
Dena Isham, Assistant
Oil and Gas Division
Legal Department
512 475-4246

/di

M. F. 74151 (76)

CORRESPONDENCE FILE

To TX A+M Univer. System

From

Dated 3-5-82 di

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

May 5, 1982

Office of the
SYSTEM COMPTROLLER

file:
M-7415-1

Ms. Lucille Page
Production Analyst
Monterrey Petroleum Corp.
900 Alamo Savings Tower East
San Antonio, Texas 78209

Dear Ms. Page:

We are enclosing a copy of Form MA-1, covering production for the month of March, 1982 from Texas A&M Well No. 1, with the request that you please check the calculation of the royalty payment due to the State as reflected in Section 12.D.

It appears that the royalty payment was calculated at 12.5% rather than 20%, which should total $4,647.57. If appropriate, we ask that you please submit a revised Form MA-1 to the General Land Office with a copy to this office.

Yours very truly,

L. J. Valigura
Director of Finance

LJV/dm

Enclosure

cc: Mr. Max J. Werkenthin

77

M. F. 74151
CORRESPONDENCE FILE
To Texas A&M
From
Dated 5-7-82

2.5.85

STATE OF TEXAS)
)
COUNTY OF BURLESON 3412) Inactive 2-1-01

CZB

LEASE POOLING AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 1982, by and between the State of Texas, acting by and through the Board of Regents of the Texas A & M Univeristy System (hereinfater called "Board"), designated as Lessor, under authority of and by virtue of the provisions of Subchapter D of Chapter 85, Subtitel D, Title 3, Texas Edcuation Code and NRG Exploration, Inc., designated as Lessee.

PURPOSES

1.

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.

UNIT DESCRIPTION

2.

The pooled unit designated as the Winnie No. 1 unit, shall contain a portion of the lands covered by the Texas A & M Lease described in total in Exhibit "A" attached hereto. Said unit is shown in red on Exhibit "B" attached hereto and is described by metes and bounds on Exhibit "C" attached hereto and made a part hereof for all purposes.

MINERAL POOLED

3.

The mineral pooled and unitized hereby shall be oil and gas and gas distillate and extend only to that sand or reservoir encountered from the surface to all reservoirs, as designated by the Railroad Commission of Texas in its orders establishing field rules for the Giddings Field in Burleson County, Texas.

4.

The parties hereto commit all of their interest which are within the unit to the extent and as above described into said above Winnie No. 1 unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "A", for and during the term hereof, so that such pooling or unitization shall have the following effect:

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

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereof and this agreement.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as the 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 therein, 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 lease included within said unit shall be considered as a shut-in gas well located upon each lease included within said unit, provided, however, that shut-in gas well royalty shall be paid to the Texas A&M University on each Texas A&M University lease 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 each such leases, it being agreed that shut-in royalties provided in each Texas A & M University 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 production or operations within the pooled unit outside the Texas A & M University property shall not maintain the Texas A & M University lease in force and effect. Production of pooled minerals, unit operations with respect thereto, or payment of shut-in royalty from a unitized gas well, shall not serve to hold any Texas A & M lease in force as to any acreage outside the unitized area.* ✓

(h) If the Railroad Commission of Texas (or any other regulatory body having jurisdiction) shall adopt field rules providing for oil and/or gas units of less than 160 acres, then lessee at its option may reform the unit to comply with Railroad commission unit rules.

(i) This agreement shall not relieve lessee 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 lessee may produce the allowable for the entire unit as fixed by the Railroad commission of Texas or other lawful authority, from any one or more wells completed thereon.

(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.

ALLOCATION OF PRODUCTION

5.

For the purpose of computing the royalty to which each lessor shall be entitled on production of oil and gas, there shall be allocated to each lease committed to the above referred unit, that pro rata portion from the oil and gas produced from the pooled unit which the number of surface acres covered by each such lease which have been included in the pooled unit bears to the total number of surface acres included in the pooled unit.

*ADDITION:

Notwithstanding any other provision hereof, it is expressly agreed that if a unit is reformed to conform with Railroad Commission unit rules providing for oil and/or gas units of less than 160 acres, not less than 50% of the acreage in the reformed unit shall be that of Texas A&M University.

EFFECTIVE DATE

6.

This agreement shall become effective when signed by the officers authorized to do so by statute and the Board of Regents of Texas A & M University or from the date of production of the pooled mineral is first obtained, whichever date is sooner.

TERM

7.

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 of such operationsand 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 minerals 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.

TEXAS A & M UNIVERSITY

8.

Insofar as the royalty interest of the Texas A & M University in and under any Texas A&M University tract committed to the unit is concerned, this agreement is entered into, made and executed by the undersigned by virtue of the authority and pursuant to the provision of Subchapter D of Chapter 85 Subtitle D Title 3 Texas Education Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Statutes, having been duly considered, made and obtained.

TERMINATION

9.

The unit covered by this agreement may be dissolved and amended by NRG Exploration, Inc. by an instrument filed for record in Burleson County, Texas and a certified copy thereof filed in the General Land Office at any time. Not less than 50% of the acreage in any amended unit shall be that of Texas A&M University.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, Lessor acting by and through the Chairman of the Board of Regents of the Texas A & M University System, duly authorized thereunto by the Board of Regents of the Texas A & M University System, this 23 day of March, A.D., 1982.

ATTEST:

Secretary of the Board of Regents of The Texas A & M University System

Chairman, Board of Regents of The Texas A & M University System for the State of Texas, Lessor

AMOCO PRODUCTION COMPANY

APPROVED

BY: William T. Hale

ITS ATTORNEY-IN-FACT WILLIAM T. HALE

NRG EXPLORATION, INC.

BY: George Bush

GETTY OIL COMPANY

BY: M. C. Lutz

M. C. LUTZ, AGENT

THE STATE OF TEXAS)

COUNTY OF BRAZOS)

BEFORE ME, a Notary Public in and for Brazos County, State of Texas, on this day personally appeared H. R. Bright, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the Board of Regents of the Texas A & M University System and as Chairman of said Board of Regents, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of March, 1982.

Gladys S. Byer
Notary Public in and for Brazos County, Texas

Gladys S. Byer
(Print Name of Notary Public)
My Commission Expires: 3/84

THE STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, a Notary Public in and for Harris County, State of Texas, on this day personally appeared George Bishop, President of NRG Explora;tion, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of October, 1981.

Sharon B. Hillebrandt
Notary Public in and for Harris County, Texas

SHARON B. HILLEBRANDT
Notary Public State of Texas
My Commission Expires August 20, 1985
Bonded by E. Alexander Lovett, Lawyers Surety Corp.

(Print Name of Notary Public)
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM T. HALE, Attorney-in-Fact of Amoco Production Company, a corporation, 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 experssed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of November, 1981.

Shirley B. Barnes
Notary Public in and for County, TExas

SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-85

(Print Name of Notary Public)
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M.C. Lutz, AGENT of Getty Oil Company, a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of December, 1981.

Doreen D. Hendrick
Notary Public in and for Harris County, Texas

DOREEN D. HENDRICK
(Print name of Notary Public)
My Commission Expires: 10-19-85

VOL 86 PAGE 329

EXHIBIT "A"

POOLED LEASES

TEXAS A & M LEASE:

Oil, Gas and Sulphur Lease from the State of Texas, acting by and through the Board of Regents of the Texas A & M Univeristy System, and Skelly Oil company, dated January 25, 1977, recorded in Volume 20, Pages 52 through 60, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

All that certain tract or parcel of land containing 3,192.06 acres out of the John P. Coles Survey, Abs. No. A-12, Burleson County, Texas, said land being more fully described in three parcels of 2,776.36, 219.50 and 196.20 acres, in the following conveyances respectively:

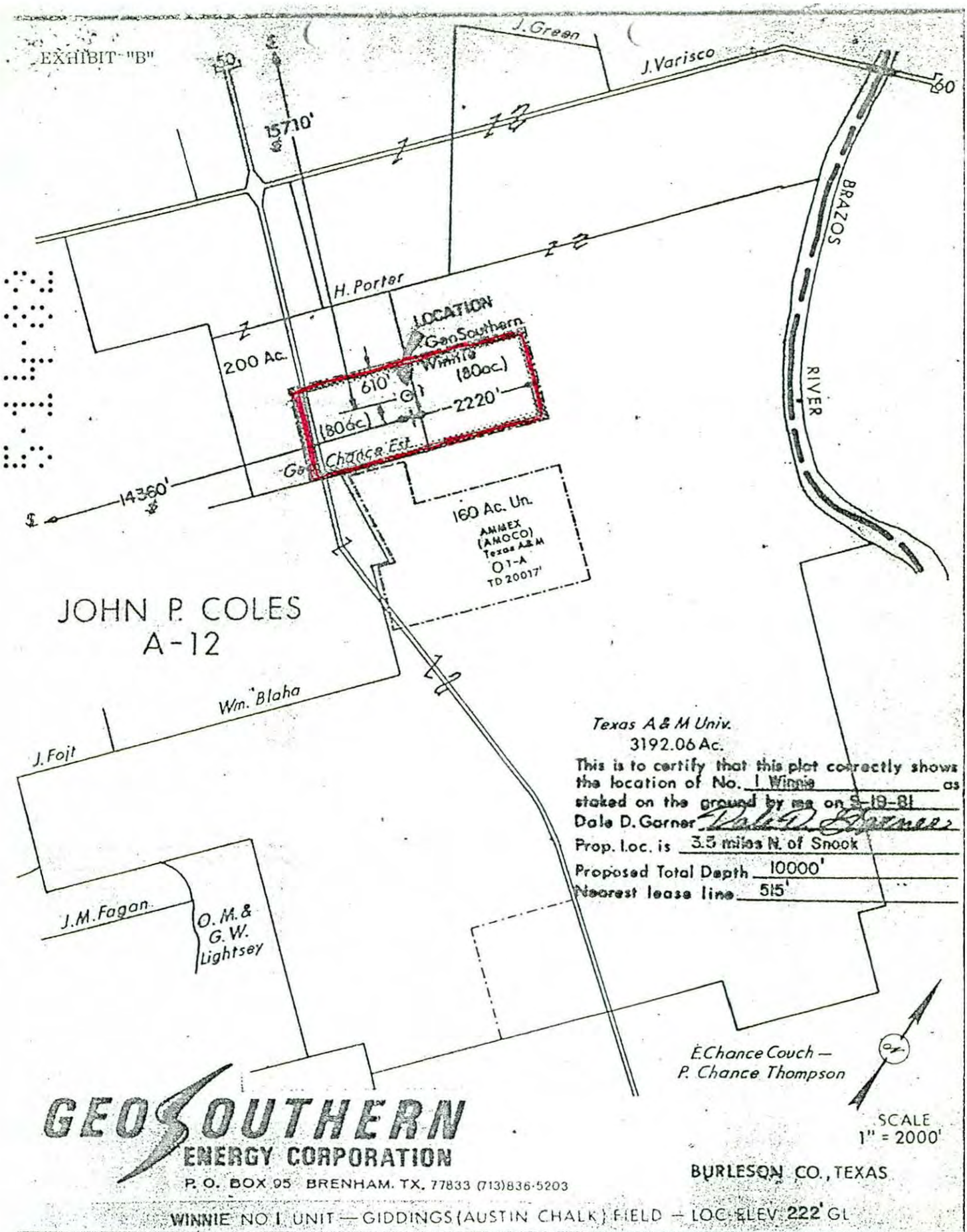
(i) Warranty Deed from J. S. Mooring, et al, to the State of Texas for the use and benefit of the AGricultural and Mechanical College of Texas, dated April 5, 1944, of record in Vol. 92, Pg. 34-36, of the Deed Records of Burleson County, Texas, conveying said 2,776.36 acres: (ii) Warranty Deed from J. Earl Porter, et ux, to the State of Texas for the use and benefit of the Agriculatural and Mechanical College of Texas, dated June 21, 1944, of record in Vol. 93, Page 1, of the Deed Records of Burleson County, Texas, conveying 219.50 acres: (iii) Warranty Deed from George C. Chance, et ux, to the State of Texas for the use and benefit of the Agricultural and mechanical Colelge of Texas, dated December 15, 1944, of record in Vol. 92, Page 587, of the Deed Reocrds of Burleson County, Texas, conveying 196.20 acres; to which all such deeds and their reocrd, referenced is hereby made in aid of description.

COUCH-THOMASON LEASE:

Oil, Gas and Mineral lease from Patience Chance Thomason, Individually and as Trustee under the Will of George G. Chance, Deceased, Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased and Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased, and Skelly Oil company, dated June 1, 1974, recorded in volume 15, Pages 340 through 344, Oil and Gas Lease Records, Burleson County, Texas, and covering the following described property:

Being 2,726.9 acres of land more or less, out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, and being the same land described as First Tract, Second Tract, Third Tract, Fourth Tract, Fifth Tract, Sixth Tract, Seventh Tract, Eighth Tract, Ninth Tract, Tenth Tract, Eleventh Tract, Twelfth Tract, Thirteenth Tract, Fourteenth Tract, Seventeenth Tract, Eighteenth Tract and Nineteenth Tract in that certail Oil, Gas and Mineral Lease dated March 14, 1961, from William E Thomason et al to B. Coleman Renick, recorded in Volume 143, Page 450 of the Deed Records of Burleson County, Texas.

EXHIBIT "B"



Texas A & M Univ.
3192.06 Ac.

This is to certify that this plat correctly shows the location of No. 1 Winnie as staked on the ground by me on 5-19-81

Dale D. Garner Dale D. Garner

Prop. loc. is 3.5 miles N. of Snook

Proposed Total Depth 10000'

Nearest lease line 515'

SCALE 1" = 2000'

BURLESON CO., TEXAS

GEO SOUTHERN ENERGY CORPORATION

P. O. BOX 95 BRENHAM, TX. 77833 (713)836-5203

WINNIE NO. 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC. ELEV. 222' GL

VOL 86 PAGE 331

EXHIBIT "C"

FIELD NOTES

160.000 acre GeoSouthern #1 Winnie Unit, Giddings Field, Burleson County, Texas

BEING all that certain 160.000 acre tract of land our of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A & M College of Texas by J.S. Mooring, et. al. by deed dated April 5, 1944, 80 acres being out of that certain 2726.9 acre tract under the will of George G. Chance deceased, being more particularly described as tract one (Vol. 54, Page 166) of the deed records of Burleson County, Texas, said unit being more particularly described by metes and bounds as follows:

COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J.S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;

THENCE S 44° 10' W, a distance of 500.00' to a point for corner;

THENCE N 18° 30' W, a distance of 33.33' to a point for corner;

THENCE S 43° 50' W, a distance of 6911.11' to a point for corner;

THENCE S 45° 30' E, a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of beginning of the herein described tract;

THENCE N 45° E, a distance of 2070.183' to a point for corner;

THENCE S 45° E, a distance of 1683.330' to a point for corner;

THENCE S 45° W, a distance of 2070.183' a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;

THENCE N 45° W, a distance of 1683.330' to a point for corner;

THENCE N 45° E, a distance of 2070.183' to place of beginning of the herein described tract.

FILED FOR RECORD
APR 2 1982

10-23-81

FILED FOR RECORD
at 9:00 o'clock A. M.

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 2 DAY OF April, 19 82, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 12 DAY OF April, 19 82, AT 4:00 O.CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 86, PAGE 325-332

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS. THE DAY AND DATE ABOVE WRITTEN.

BY Brenda Williams DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

3412

JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By ____ Deputy

FILED FOR RECORD
at 9:00 o'clock A. M.
APR 2 1982
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By Cindy M. Hinz Deputy

NRG EXPLORATION, INC.
11999 Katy Fwy
Suite 450
Houston, Texas 77079

atln:
Sharon
Hillebrandt

$17.00
Pd.

20.41.9

(78.)

M 74151

Lease Pooling Agreement

File Dated 5-14-82

Bob Armstrong, Commissioner E.S.

(73)

File No. MF- 074151

Winnie Unit #1 (#1457)

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
SYSTEM COMPTROLLER

May 12, 1982

Mr. V. C. Morelle, Attorney
Legal Department
Oil and Gas Division
General Land Office
Austin, Texas 78701

Re: Lease Pooling Agreement
State Lease M-74151
Burleson County, Texas

Dear Mr. Morelle:

Enclosed for information only is a recorded copy of the lease pooling agreement for the Winnie No. 1 unit on the referenced lease.

If you have any questions or desire additional information, please let us know.

Yours very truly,

L. J. Valigura
Director of Finance

LJV/dm

Enclosure

cc: Ms. Genevieve Graffeo

(79)

M. F. 74151

CORRESPONDENCE FILE

FR: The Tx A&M Univ. System

Dated 5-14-82

E.S.

2-14-83

M-74151

FORM W-1
(6/78)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☒ Amended or Corrected Permit

API Well No. 42
Instruction (7a & b) on back side.

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☐ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☒ OTHER (Specify) Re-entry

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Ammex Petroleum Corporation

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A&M "A"

9. Well Number: 1-A

2. Address (Including City and Zip Code): Post Office Box 164, Midland, Texas 79702

5. Location (Sec., Blk., Survey): John P. Coles A-12

10. Number of Acres in Lease: 3192.06

6. This well is to be located 6 miles SW Direction from Bryan, Texas, Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 1824'

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐ (Instruction (2) on back side.)

12. Total Depth: PBTD: 10,000'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Giddings "Austin Chalk"	10,000'	None	80	467-1200	80	No	None	Regular 1 ☒ Rule 37 2 ☐	Oil	None	
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines: 2062 FSWL 5044 FNWL
B. Survey Lines: 15258 FSWL 19012 FNWL of John P. Coles A-12

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No ☐
(b) If subject to SWR 36, has Form H-9 been filed? (If no, attach explanation.) Yes ☐ No ☐

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

REMARKS: Re-entry of Amoco Texas A&M 1-A
by Ammex Petroleum Corporation

CERTIFICATE
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Dale C. Garner
Agent
Title
11/28/79
Date
Telephone: Area Code 915, 684-5871

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

R. _ROAD COMMISSION OF TE. .S
OIL & GAS DIVISION
PERMIT TO DRILL, DEEPEN OR PLUG BACK
ON REGULAR LOCATION

PERMIT NUMBER	DATE OF PERMIT	DISTRICT
065122	11/28/79	03
API NUMBER	FORM W-1 (dated)	COUNTY
42 051 00000	11/28/79	BURLESON
TYPE OF OPERATION		ACRES
RE-ENTRY		3,192

OPERATOR 020415

AMMEX PETROLEUM CORPORATION
P. O. BOX 164
MIDLAND TX 79702

NOTICE

NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh water sands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Department of Water Resources for depth to which fresh water sands must be protected.
PERMIT SUBJECT TO CONDITIONS ON BACK OF FORM
District Office Telephone No.: AC 713 688-346

LEASE NAME	WELL NUMBER
TEXAS A&M "A"	1A
LOCATION	TOTAL DEPTH
6 MILES SW FROM BRYAN	10,000

SECTION, BLOCK and/or SURVEY
JOHN P. COLES A-12

DISTANCE -- LEASE LINES	-- SURVEY LINES	-- NEAREST WELL ON LEASE
2062 FSWL - 5044 FNWL	15258 FSWL - 19012 FNWL	NONE

FIELD(S)
GIDDINGS (AUSTIN CHALK)

****
*THE OPERATOR IS CAUTIONED TO SEEK LEGAL ADVICE AS TO REQUIREMENTS *
*OF THE NATURAL GAS POLICY ACT OF 1978, (NGPA), PUB.L.NO. 95-621, *
*PRIOR TO SPUDDING THIS WELL. SEE 18 CFR, CHAPTER 1, SUBCHAPTER H, *
*AND RAILROAD COMMISSION RULES 051.02.03.001-.004. *
****

Based upon the representations made on the above FORM W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date thereof, with the provisions of the applicable spacing rule SUBJECT TO THE LIMITATIONS, IF ANY, SET OUT ABOVE. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of FORM W-1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual operation is first begun shall prevail, and all other such outstanding permits shall be nullified.

PHONE:
(512) 475-2458

DIRECT INQUIRIES TO: ADMINISTRATIVE SERVICES DIVISION
DRILLING PERMIT SECTION

MAIL:
Capitol Station-P. O. Drawer 12967
Austin, Texas 78711

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

API Well No. 42
Instruction (7a & b) on back side.

☐ Directional Well ☐ Amended or Corrected Permit

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

Check one: ☐ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☒ OTHER (Specify) Re-entry

If Amended Application, explain fully in Remarks or Attach Separate Page.

7. RRC District: 3

8. County: Burleson

1. Operator: Ammex Petroleum Corporation

2. Address (Including City and Zip Code): Post Office Box 164, Midland, Texas 79702

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES ☒ NO ☐ (Instruction (2) on back side.)

4. Lease Name and RRC Lease or ID No. (If Assigned): Texas A&M "A"

5. Location (Sec., Blk., Survey): John P. Coles A-12

6. This well is to be located 6 miles SW Direction from Bryan, Texas Nearest Post Office or Town.

9. Well Number: 1-A

10. Number of Acres in Lease: 3192.06

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.): 1824'

12. Total Depth: PBTD: 10,000'

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL	GAS
Giddings "Austin Chalk"	10,000'	None	80	467-1200	80	No	None	Regular 1 ☒ Rule 37 2 ☐	Oil	None	
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines: 2062 FSWL 5044 FNWL
B. Survey Lines: 15258 FSWL 19012 FNWL of John P. Coles A-12

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No ☐
(b) If subject to SWR 36, has Form H-9 been filed? Yes ☐ No ☐
(If no, attach explanation.)

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

REMARKS: Re-entry of Amoco Texas A&M 1-A (#2 - See W-1 for Amoco Well #2)
by Ammex Petroleum Corporation

CERTIFICATE
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Dale L. Garner
Agent
Title
11/28/79
Date
Telephone: Area Code 915, 684-5871

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

AMMEX Petroleum Corporation

SCALE
1" = 2000'

P.O. Box 164 • Midland, Texas 79702 • (915) 684-5871

TEXAS A&M NO.1-A UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC. ELEV. 223' GL

— BURLESON CO., TEXAS —

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
PERMIT TO DRILL, DEEPEN OR PLUG BACK ON REGULAR LOCATION

PERMIT NUMBER	DATE OF PERMIT	DISTRICT
065122	11/28/79	03
API NUMBER	**FORM W-1 (dated)**	**COUNTY**
42 051 00000	11/28/79	BURLESON
TYPE OF OPERATION		**ACRES**
RE-ENTRY		3,192

OPERATOR 020415

AMMEX PETROLEUM CORPORATION
P. O. BOX 164
MIDLAND TX 79702

NOTICE

NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh water sands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Department of Water Resources for depth to which fresh water sands must be protected.
PERMIT SUBJECT TO CONDITIONS ON BACK OF FORM

District Office Telephone No.: AC 713 688-3461

LEASE NAME	WELL NUMBER
TEXAS A&M "A"	1A
LOCATION	**TOTAL DEPTH**
6 MILES SW FROM BRYAN	10,000

SECTION, BLOCK and/or SURVEY

JOHN P. COLES A-12

DISTANCE -- LEASE LINES	-- SURVEY LINES	-- NEAREST WELL ON LEASE
062 FSWL - 5044 FNWL	15258 FSWL - 19012 FNWL	NONE

FIELD

GIDDINGS (AUSTIN CHALK)

****
*THE OPERATOR IS CAUTIONED TO SEEK LEGAL ADVICE AS TO REQUIREMENTS *
*OF THE NATURAL GAS POLICY ACT OF 1978, (NGPA), PUB.L.NO. 95-621, *
*PRIOR TO SPUDDING THIS WELL. SEE 18 CFR, CHAPTER 1, SUBCHAPTER H, *
*AND RAILROAD COMMISSION RULES 051.02.03.001-.004. *
****

Based upon the representations made on the above FORM W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date thereof, with the provisions of the applicable spacing rule SUBJECT TO THE LIMITATIONS, IF ANY, SET OUT ABOVE. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

If there are outstanding permits covering operations which have not actually been started as of the date of filing of FORM W-1 above described and which, if started, would impair the regularity of this operation, then the permit covering that location on which the actual operation is first begun shall prevail, and all other such outstanding permits shall be nullified.

PHONE:
(512) 475-2458

DIRECT INQUIRIES TO: ADMINISTRATIVE SERVICES DIVISION
DRILLING PERMIT SECTION

MAIL:
Capitol Station-P. O. Drawer 12967
Austin, Texas 78711

(80)

M. F. 74151

APPLICATION TO ~~DRILL~~

ReEnter (Amoco Well #2)

WELL # "A" 1-A Annex

FILED 5-26 1982

BOB ARMSTRONG, COMMISSIONER

BY: EF

5-31-90

M-74151

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-2
Rev. 6/12/78

API NO. If Available

7. RRC District: 3

8. RRC Lease Number:

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Winnie

9. Well Number: #1

3. OPERATOR: GeoSouthern Energy Corp.

10. County: Burleson

4. ADDRESS: P.O. Box 95 Brenham, Texas 77833

11. Purpose of Test: Initial Potential [X] Retest [ ] Reclass [ ]

5. If Operator has changed within last 60 days — Give former Operator

6a. Location (Section, Block, and Survey): J.P. Coles A-12

6b. Distance and Direction to nearest town in this county.: 3.5 East of Snook

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - G Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
						11/19/81

SECTION I — POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping — Size & Type of Pump)	18. Choke Size
12/9/81	24 Hrs.	Flowing	20/64

	Oil – BBLS	Gas – MCF	Water – BBLS	Gas – Oil Ratio	Flowing Tubing Pressure
19. Production During Test Period ////	220	600	50	37 /1	900 PSI
20. Calculated 24 Hour Rate ////	Oil – BBLS	Gas – MCF	Water – BBLS	Oil Gravity – API – 60° 46	Casing Pressure PSI

21. Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells): None

23. Injection Gas–Oil Ratio: N/A

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edwin R Pleasant

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 129 feet at a measured depth of 9125 feet.

Form W-12 attached

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Form W-15 attached

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edwin R Pleasant — President — 12/14/81 — Phone 713 836-5203

REPRESENTATIVE OF COMPANY — TITLE — DATE — A/C NUMBER

SECTION II — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

24. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE: 10/2/81 — PERMIT NO.: 135356

Rule 37 Exception — CASE NO.:

Water Injection Permit — PERMIT NO.:

Salt Water Disposal Permit — PERMIT NO.:

Other — PERMIT NO.:

26. Notice of Intention to Drill this Well was filed in Name of: GeoSouthern Energy Corp.

27. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 1

28. Total Number of Acres in this lease: 160

29. Date Plug Back, Deepening, WorkOver or Drilling Operations — Commenced: 10/26/81 — Completed: 11/19/81

30. Distance to Nearest Well, Same Lease & Reservoir: NA

31. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 610 Feet From NW Line and 2220 Feet From NEL Line of the J.P. Coles A-12 Lease

32. Elevation (DF, RKB, RT, GR, ETC): 222' GL

33. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

34. Top of Pay: 8700 — 35. Total Depth: 9123 — 36. P. B. Depth: — 37. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. [X] Dt. of Ltr. — Railroad Commission (Special) [ ] Dt. of Ltr.

38. Is Well Multiple Completion? NO

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools — Cable Tools:

41. Name of Drilling Contractor: Crawford Drlg.

42. Is Cementing Affidavit Attached? [X] Yes [ ] No

43. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/ FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
8 5/8	24 & 32	4060		TLW(1025)	11"	Surface	1495
5½	17	9123		65:35 (200)	7 5/8	8200	298

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	8742	8742

46. Producing Interval (this completion) Indicate Depth of Perforation or Open Hole

From	8848	To	8957
From		To	
From		To	
From		To	

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
8848 - 8957	5000 gal HCL
8848 - 8957	300,000 lb 20/40 sand
8848 - 8957	25,000 lb 10/20 sand

48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Pecan Gap	7612		
Austin Chalk	8700		
Eagleford	8956		

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)	2. LEASE NAME: Winnie
3. OPERATOR: GeoSouthern Energy Corp.	
4. ADDRESS: P.O. Box 95 Brenham, Texas 77833	
5. LOCATION (Section, Block, and Survey): John P. Coles A-12	

6. RRC District: 3	
7. RRC Lease Number. (Oil completions only)	
8. Well Number: #1	
9. RRC Identification Number (Gas completions only)	
10. County: Burleson	

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
540	540	1/2	.87	4.6980	4.6980
1046	516	1	1.75	9.0300	13.7280
1556	500	1	1.75	8.7500	22.4780
1965	409	1	1.75	7.1575	29.6355
2493	528	1	1.75	9.2400	38.8755
2992	499	1/2	.87	4.3413	43.2168
3362	370	1	1.75	6.4750	49.6918
5012	1650	3/4	1.31	21.6150	71.3068
5357	345	1	1.75	6.0375	77.3443
6188	831	1	1.75	14.5425	91.8868
8026	1838	3/4	1.31	24.0778	115.9646
8759	733	1	1.75	12.8275	128.7921

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? ☐ yes ☒ no

18. Accumulative total displacement of well bore at total depth of 9125 feet = 128.7921 feet.

*19. Inclination measurements were made in – ☐ Tubing ☐ Casing ☐ Open hole ☒ Drill Pipe

20. Distance from surface location of well to the nearest lease line _____ feet.

21. Minimum distance to lease line as prescribed by field rules _____ feet.

22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No

(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

J A Wilhelm

Signature of Authorized Representative

J.A. Wilhelm General Manager

Name of Person and Title (type or print)

Crawford Drilling Company

Name of Company

Telephone: 713 (Area Code) 836-1247

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Wayne Greer

Signature of Authorized Representative

Wayne Greer Drilling Superintendent

Name of Person and Title (type or print)

GeoSouthern Energy Corp.

Operator

Telephone: 713 (Area Code) 836-5203

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

Field Name (as per RRC Records or Wildcat): Giddings (Austin Chalk)	*2. RRC District: 3
Operator: Geo Southern	*4. County: Burleson
Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Winnie	*6. Well Number: # 1
Location (Section, Block, and Survey): John P. Coles A-12	

CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
Cementing Date	10-25-81					
(a) Size of Drill Bit (inches)	20"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
2. Size of Casing (inches O.D.)	16"					
1. Top of Liner (if liner used) (ft.)						
2. Setting Depth of Casing (ft.)	60'					
3. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	H+2%A-7					
(b) In Second Slurry						
(c) In Third Slurry						
4. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	100					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used	100					
5. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.18					
(b) In Second Slurry						
(c) In Third Slurry						
6. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	118					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	118					
7. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	surface					
8. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
9. Cementing Date						
0. Size of Hole or Pipe in which Plug Placed (inches)						
1. Depth to Bottom of Tubing or Drill Pipe (ft.)						
2. Sacks of Cement Used (each plug)						
3. Slurry Volume Pumped (cu. ft.)						
4. Calculated Top of Plug (ft.)						
5. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

Remarks:

Geo Southern
P.O. Box 95, 200 Loop 290 East
Brenham, Texas 77833
Winnie # 1, Burleson County, Texas

*2. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing date only.

Michael C. Waters
Signature of Cementer or Authorized Representative

Michael C. Waters, Cementer
Name of Person and Title (type or print)

B.J. Hughes, Inc.
Cementing Company

P.O. Box 3579
Street Address or P.O. Box

Brenham, Texas 77805
City, State Zip Code

Telephone 713 775-1800
Area Code

Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Edwin R Roberts
*Signature of Operator or Authorized Representative

Edwin R. Roberts, President
*Name of Person and Title (type or print)

Geo Southern Energy Corp.
*Operator

P.O. Box 95
*Street Address or P.O. Box

Brenham Texas 77833
*City, State Zip Code

*Telephone 713 836-5203
Area Code

12/2/81
*Date

INSTRUCTIONS

A. This form shall be filed by the operator in the RRC District Office with:
(1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
(2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
(3) Each copy of Form W-4 if a multiple parallel casing completion.

B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

If setting FULL AMOUNT OF SURFACE CASING:

A. Depth to protect fresh water by:
(1) Field Rule
(2) Texas Water Development Board, if no Field Rule

B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

If setting NO SURFACE CASING (See Item 4 above):

A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

If setting SHORT SURFACE CASING (See Item 4 above.):

A. Cement short surface casing from the shoe to the surface.

B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
(1) the surface, or
(2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

A. Cement to a point at least 600 feet above the casing shoe.

B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING AND ABANDONING:

A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form No. 052-1070 (W-15)
(Rev. 11-1-69)

CEMENTING REPORT

1. Field Name (as per RRC Records or Wildcat) Giddings (Austin Chalk)	*2. RRC District 3
3. Operator Geo Southern	*4. County Burleson
5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Winnie	*6. Well Number #1
7. Location (Section, Block, and Survey) John P. Coles A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	10-30-81					
*9. (a) Size of Drill Bit (inches)	11					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.	50%					
*10. Size of Casing (inches O.D.)	8 5/8					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	4060					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)	L.W. + 3% Salt + 1/4 #/sk Permack + .3% AF-HD					
(b) In Second Slurry	H + 5% Salt + .3% AF-HD					
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	725					
(b) In Second Slurry	300					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	1025					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.57					
(b) In Second Slurry	1.19					
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	1138					
(b) In Second Slurry	357					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	1495					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	Surface					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	Yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks:

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Louis Gorzycki
Signature of Cementer or Authorized Representative

Louis Gorzycki
Name of Person and Title (type or print)

The Western Company of North America
Cementing Company

820 Industrial Blvd
Street Address or P.O. Box

Bryan, Texas 77801
City, State Zip Code

Telephone 713 779-9307
Area Code

10-31-81
Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Edwin R Roberts
*Signature of Operator or Authorized Representative

Edwin R. Roberts, President
*Name of Person and Title (type or print)

Geo Southern Energy Corp.
*Operator

P.O. Box 95
*Street Address or P.O. Box

Brenham Tx 77833
*City, State Zip Code

*Telephone 713 836-5203
Area Code

12/2/81
*Date

INSTRUCTIONS

A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
   (2) Each copy of Form W-3;
   (3) Each copy of Form W-4 if a multiple parallel casing completion.

B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

If setting FULL AMOUNT OF SURFACE CASING:

A. Depth to protect fresh water determined by:
   (1) Field Rule
   (2) Texas Water Development Board, if no Field Rule

B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

If setting NO SURFACE CASING (See Item 4 above.):

A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

If setting SHORT SURFACE CASING (See Item 4 above.):

A. Cement short surface casing from the shoe to the surface.

B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
   (1) the surface, or
   (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

A. Cement to a point at least 600 feet above the casing shoe.

B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING and ABANDONING:

A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

C. A 10 foot cement plug is required to be placed in the top of the well.

(Rev. 11-1-69)

OIL AND GAS DIVISION

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Giddings (Austin Chalk)	*2. RRC District: 3
*3. Operator: Geo Southern	*4. County: Brazos
*5. Lease Name(s) and RRC Lease Number(s) or I. P. Number(s): Winnie	*6. Well Number: #1
*7. Location (Section, Block, and Survey): John P. Coles A-12	

CASING CEMENTING DATA:	~~SURFACE~~ CASING conductor	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date	10-21-81					
*9. (a) Size of Drill Bit (inches)	26					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
*10. Size of Casing (inches O.D.)	16					
*11. Top of Liner (if liner used) (ft.)						
*12. Setting Depth of Casing (ft.)	60					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	H + 3% calcuim chloride					
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	180					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used	180					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.18					
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	221					
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	221					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	surface					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	-					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

6. Remarks:

*27. Remarks:

CEMENTING COMPANY

declare under penalties prescribed in Article 6036c, R. C. S., that I am ithorized to make this certification, that the cementing of casing and/or e placing of cement plugs in this well as shown in the report was rformed by me or under my supervision, and that the cementing data id facts presented on both sides of this form are true, correct, and mplete to the best of my knowledge. This certification covers rmenting data only.

Mark Young
Signature of Cementer or Authorized Representative

Mark Young, Service Supervisor
Name of Person and Title (type or print)

The Western Company of North America
Cementing Company

820 Industrial Blvd
Street Address or P.O. Box

Bryan , Texas 77801
City, State Zip Code

elephone 713 779-9307
Area Code

October 21, 1981
Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Edwin R. Roberts
*Signature of Operator or Authorized Representative

Edwin R. Roberts, President
*Name of Person and Title (type or print)

Geo Southern Energy Corp.
*Operator

P. O. Box 95
*Street Address or P.O. Box

Burnham Texas 77833
*City, State Zip Code

*Telephone 713 836-5203
Area Code

12/2/81
*Date

INSTRUCTIONS

A. This form shall be filed by the operator in the RRC District Office with:
(1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules;
(2) Each copy of Form W-3;
(3) Each copy of Form W-4 if a multiple parallel casing completion.

B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

If setting FULL AMOUNT OF SURFACE CASING:

A. Depth to protect fresh water determined by:
(1) Field Rule
(2) Texas Water Development Board, if no Field Rule

B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

If setting NO SURFACE CASING (See Item 4 above.):

A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

If setting SHORT SURFACE CASING (See Item 4 above.):

A. Cement short surface casing from the shoe to the surface.

B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
(1) the surface, or
(2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

A. Cement to a point at least 600 feet above the casing shoe.

B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING and ABANDONING:

A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat) East Giddings	*2. RRC District 3
3. Operator Geosouthern	*4. County Brazos
5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Winnie	*6. Well Number # 1
7. Location (Section, Block, and Survey) John P. Coles A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date			11-19-81			
9. (a) Size of Drill Bit (inches)			7 7/8			
(b) Estimated % Wash or Hole Enlargement Used in Calculations.						
10. Size of Casing (inches O.D.)			5 1/2			
11. Top of Liner (if liner used) (ft.)						
12. Setting Depth of Casing (ft.)			9123			
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*			65:35 + 10 #/sk D-7 + 5 #/sk D-8C + 10% A-5 + 0.5% D-31 + 0.2% D-6			
(b) In Second Slurry						
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry			200			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Sacks of Cement Used			200			
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry			1.49			
(b) In Second Slurry						
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry			298			
(b) In Second Slurry						
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)			298			
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)						
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			yes			

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
20. Size of Hole or Pipe in which Plug Placed (inches)						
21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks:

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Steve Rabun
Signature of Cementer or Authorized Representative

Steve Rabun, Cementer
Name of Person and Title (type or print)

B.J. Hughes, Inc.
Cementing Company

P.O. Box 3579
Street Address or P.O. Box

Bryan, Texas 77805
City, State Zip Code

Telephone 713 775-1800
Area Code

11-19-81
Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Edwin R Roberts
*Signature of Operator or Authorized Representative

Edwin R. Roberts President
*Name of Person and Title (type or print)

Geo Southern Energy Corp.
*Operator

P. O. Box 95
*Street Address or P.O. Box

Brenham Texas 77833
*City, State Zip Code

*Telephone 713 836-5203
Area Code

*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
   (2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
   (3) Each copy of Form W-4 if a multiple parallel casing completion.
   B. At least an original and one copy of this form shall be filed for each cementing company used on a well.
   C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).
2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).
3. If setting FULL AMOUNT OF SURFACE CASING:
   A. Depth to protect fresh water by:
      (1) Field Rule
      (2) Texas Water Development Board, if no Field Rule
   B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.
4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.
5. If setting NO SURFACE CASING (See Item 4 above):
   A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.
   B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.
6. If setting SHORT SURFACE CASING (See Item 4 above.):
   A. Cement short surface casing from the shoe to the surface.
   B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
      (1) the surface, or
      (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.
7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)
   A. Cement to a point at least 600 feet above the casing shoe.
   B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.
8. PLUGGING AND ABANDONING:
   A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.
   B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.
   C. A 10 foot cement plug is required to be placed in the top of the well.

Texas A&M Univ.
3192.06 Ac.

This is to certify that this plat correctly shows the location of No. 1 Winnie
staked on the ground by me on 8-19-81
Dale D. Garner

Prop. Loc. is 3.5 miles N. of Snook
Proposed Total Depth 10000'
Nearest lease line 515'

GEOSOUTHERN ENERGY CORPORATION

P. O. BOX 95 BRENHAM, TX. 77833 (713)836-5203

1" = 2000

BURLESON CO., TEXAS

WINNIE NO. 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 222' GL

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form P-4
Rev. 6/80

Producer's Certificate of Compliance and Authorization to Transport Oil and/or Casinghead Gas From an Oil Lease or Gas and/or Condensate from a Gas Well.

RRC District: 3
RRC Oil Lease No.:
RRC Gas Well Ident. No.:
Gas Well No.:
Effective Date: 10/18/81
County:

Field Name (as per RRC records): Giddings (Austin Chalk)
Lease Name: Winnie #1
Name: Geo Southern Energy Corp.
Address: P.O. Box 95
City, State, Zip Code: Brenham, Texas 77833
Survey (Section, Block, and Survey): John P. Coles A-12
Distance and Direction to nearest town in this county: 3.5 miles North of Brook, Texas

GAS GATHERER, PURCHASER, AND NOMINATOR

NOTE: The names of all three of the above must be furnished for all gas sold.

	RRC USE ONLY	INDICATE MARKET	
Ferguson Crossing Pipeline Co. Hwy 36 North Lyons, Texas 78216	100 % of the	☐ Interstate ☒ Intrastate	☐ Gas Well Gas ☐ Full Well Stream ☒ Casinghead Gas
			☒ Gatherer ☒ Purchaser ☐ Nominator
	RRC USE ONLY	INDICATE MARKET	☐ Interstate ☐ Intrastate
	% of the	☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator
	RRC USE ONLY	INDICATE MARKET	☐ Interstate ☐ Intrastate
	% of the	☐ Gas Well Gas ☐ Full Well Stream ☐ Casinghead Gas	☐ Gatherer ☐ Purchaser ☐ Nominator

OIL OR CONDENSATE GATHERER

	RRC USE ONLY	
Pride Pipeline Company P. O. Box 3237 Abilene, Texas 79604	100 % of the	☒ Oil ☐ Condensate
	RRC USE ONLY	
	% of the	☐ Oil ☐ Condensate

INDICATE PURPOSE OF FILING

X Oil Lease or Gas Well. Form W-1 (Application for Permit to Drill, Deepen or Plug Back) filed in the name of: Geo Southern Energy Corp. (Operator) Winnie #1 (Lease)

☐ Change of Gatherer ☐ Change of Purchaser ☐ Change of Nominator

Change field name from _____

Change operator name from _____

Change lease name from _____

Consolidation or subdivision of lease (Attachments required - - See instructions.)

Given P-4 approval date if filed (or prior SW-1 number) _____ (mo. day yr.) _____ (SW-1 Number or Date)

FOR RRC USE ONLY
Field No.
Operator No.
Approved

REMARKS _____

AUTHORIZATION BY CURRENT OPERATOR

The undersigned certifies that the above agent is authorized to transport the above specified percentage of the allowable oil or gas from the above described property in accordance with the regulations of the Railroad Commission of Texas, and that this authorization will be valid until further notice or until cancelled by the Railroad Commission of Texas, and the undersigned further certifies that the conservation laws of the State of Texas and all rules, regulations, and orders of the Railroad Commission of Texas have been complied with in respect to the property covered by this report.

10/18/81 (Date) Edwin R. Roberts (Signature) President (Title) 713-836-5203 (Area Code & Telephone No.)

OPERATOR NAME CHANGE (Acknowledgment required on changes of operator.)

The undersigned, being the previous operator, has transferred operating responsibility on the above property.

Name of Operator _____ Signature _____

Address _____ Title _____

City, State, Zip Code _____ Date _____ Area Code & Telephone No. _____

If there are additional gatherers, purchasers, or nominators, check here ☐ and use reverse side of this form.

161

GEOSOUTHERN ENERGY CORP.
P O Box 95
BRENHAM, TX.
77833

December 15, 1981

General Land Office
Jack M. Howard, Director
Exploration & Development Division
Austin, Texas 78701

RE: Winnie #1
Texas A & M University Lease
John P. Coles Survey A-12
Burleson County, Texas
NOT STATE LAND

Dear Mr. Howard:

GeoSouthern Energy Corporation has completed the Winnie #1 Well.

I am sending your office copies of the forms GeoSouthern has filed with the Railroad Commission and a copy of the Electrical Log run on the well.

Please contact me if you have any questions.

Sincerely,

GEOSOUTHERN ENERGY CORPORATION

Judi Vinson

Judi Vinson
Well Accountant

JV/ct
Enclosures

(82)

M. F. 74151
WELL #1 "Winnie" COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 5-26-82 BY EF

13-19-03

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

May 27, 1982

GeoSouthern Energy Corporation
P.O. Box 95
Brenham, Texas 77833

Re: Texas A & M University Lease M-74151
"Gig'em" Well #1
John P. Coles Survey
Burleson County, Texas

Gentlemen:

We note the October 24, 1981, oil completion of the captioned well, however, this office has not received the following records as required by your Oil and Gas Lease: Forms W-2 Oil Well Potential Test Completion Report and Logs, and W-15 Cementing Report.

Please reference file number M-74151 and date of this letter with your reply. Your cooperation will be appreciated.

Sincerely yours,

Bob Armstrong

By Elizabeth A. Fox

Elizabeth A. Fox, Geologist
Exploration & Development Division
512-475-6429

EAF/ls

(8F)
M-74151
ltr to SeaSouthern Energy
5-27-82
ls

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

May 27, 1982

Monterrey Petroleum Corp.
900 Alamo Savings Tower East
San Antonio, Texas 78209

Re: Texas A & M University Lease M-74151
A & M Well #1
John P. Coles Survey
Burleson County, Texas

Gentlemen:

We note the June 14, 1981, gas completion of the captioned well, however, this office has not received the following records as required by your Oil and Gas Lease: Forms W-1 Application to Drill with plat and Permit to Drill, G-1 Gas Well Completion Report with Back Pressure Curve, G-5 Gas Well Classification Report, W-15 Cementing Report and copies of all Electrical Logs run on this well.

Please reference file number M-74151 and date of this letter with your reply. Your cooperation will be appreciated.

Sincerely yours,

Bob Armstrong

By Elizabeth A. Fox

Elizabeth A. Fox, Geologist
Exploration & Development Division
512-475-6429

EAF/ls

(82)
M-74151
Ltr to Monterrey Petroleum
5-27-82

M-74151

THIS APPLICATION MUST BE FILED IN DUPLICATE IN THE APPROPRIATE DISTRICT OFFICE.

FORM W-1
1/1/81

API Well No. 42 42 051 30563
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

☐ Directional Well ☐ Sidetrack ☒ Amended Permit (Explain in Remarks)

RRC Permit Number, if previously assigned. 069155

APPLICATION FOR PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER

Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG BACK ☐ RE-ENTER

7. RRC District: 03

8. County: Burleson

1. Operator: Monterrey Petroleum Corp.

4a. Lease Name (32 Spaces Maximum): A & M

4b. RRC Lease or ID No. (if assigned):

9. Well Number: 1

2. Address (Including City and Zip Code)
900 Alamo Savings Tower East
San Antonio, TX 78209

5. Location (Sec., Blk., Survey): John P. Coles, A-12

10. Number of Contiguous Acres in Lease or Unitized Tract: 2952

6. This well is to be located 3 miles NE Direction from Snook Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Lease or Unit Line (ft.): 1400

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?
YES ☒ NO ☐ (Instruction (2) on back side.)

12. Total Depth: 11,000

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below. One zone per line. List all zones for which a permit is sought.	14. Completion Depth	15. All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same res. on same lease? Yes or No. If yes explain in remarks.	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of completed, permitted or applied for, locations on this lease in same reservoir for which this permit is sought? OIL	GAS
GIDDINGS (Austin Chalk, Gas)	11,000	none	467/1200	160/80	160	no	none	Regular 1 ☒ Rule 37 2 ☐	oil	--	--
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			
								Regular 1 ☐ Rule 37 2 ☐			

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:
A. Lease Lines: 7920 FSWL & 1510 FNWL
B. Survey Lines: 14475 FSWL & 21200 FNWL

25. (a) Is this wellbore subject to SWR 36? Yes ☐ No ☒
(b) If subject to SWR 36, has Form H-9 been filed? If no, attach explanation.) ☐ ☐

26. Do you anticipate future use of this wellbore to complete in any penetrated zone not listed in Column 13, for which a Rule 37 or Rule 38 exception is presently required? If Yes, attach a list of such zones and see Instruction #8. Yes ☐ No ☒

27. Is this a pooled unit? YES ☐ (Attach P-12, certified plat, & list of pooled zones) NO ☐

28. Substandard Acreage YES ☐ (Attach W-1A) NO ☐

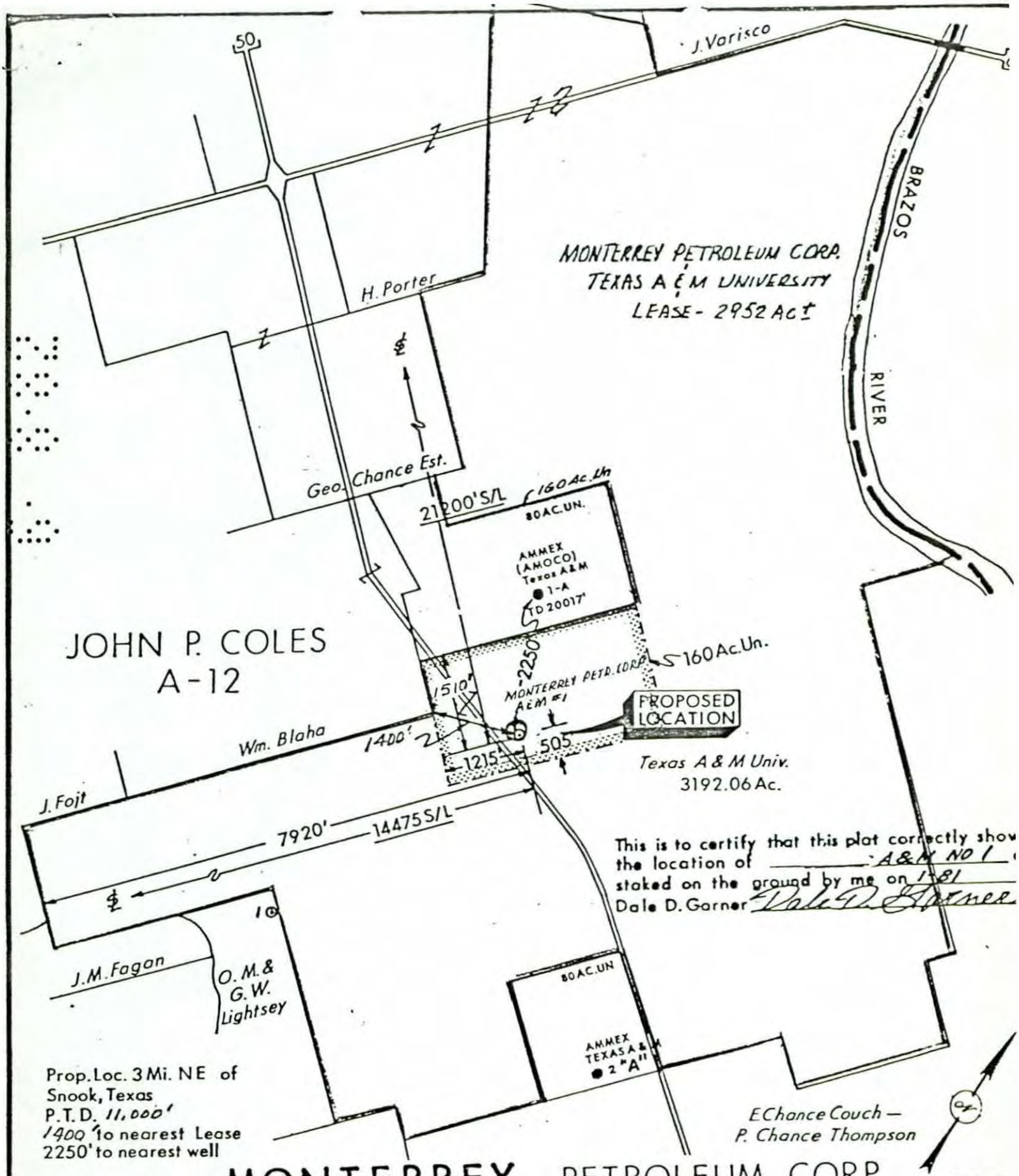
NOTICE
NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which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

CERTIFICATE
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: To amend field name. Original permit dated 1/09/80. Spud: 4-23-81 Comp: 6-21-81 Perf: 8585-9070 (Openhole, A.C.) T.D.: 9189 AOF: 4000 mcf/da

Signature: Agent
Title:
Date: August 17, 1981
Telephone: Area Code (512) 824-9569

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA


50
J. Varisco
MONTERREY PETROLEUM CORP.
TEXAS A & M UNIVERSITY
LEASE - 2952 Ac±
BRAZOS
RIVER
H. Porter
Geo. Chance Est.
21200' S/L
160 Ac. Un.
80 AC. UN.
AMMEX
(AMOCO)
Texas A&M
1-A
TD 20017'
JOHN P. COLES
A-12
2250'
160 Ac. Un.
MONTERREY PETR. CORP.
A&M #1
1510'
PROPOSED
LOCATION
Wm. Blaha
1400'
505'
1215'
Texas A & M Univ.
3192.06 Ac.
J. Foit
7920'
14475 S/L
This is to certify that this plat correctly show
the location of A&M NO 1
staked on the ground by me on 1-81
Dale D. Garner
J.M. Fagan
O. M. & G. W. Lightsey
80 AC. UN
AMMEX
TEXAS A & M
2 "A"
Prop. Loc. 3 Mi. NE of
Snook, Texas
P.T.D. 11,000'
1400' to nearest Lease
2250' to nearest well
E Chance Couch —
P. Chance Thompson
MONTERREY PETROLEUM CORP.
SCALE
1" = 2000'
900 Alamo Saving Tower East
SAN ANTONIO, TEXAS 78209 (512) 824-9569
A&M NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV. 221' GL

R[illegible]ROAD COMMISSION OF TE[illegible]S
OIL & GAS DIVISION
PERMIT TO DRILL, DEEPEN OR PLUG BACK
ON REGULAR LOCATION

RECEIVED SEP 10 1981

PERMIT NUMBER	DATE OF PERMIT	DISTRICT
115882	(AMENDED) 9/03/81	03
API NUMBER	FORM W-1 (dated)	COUNTY
42 051 31521	8/17/81	BURLESON
TYPE OF OPERATION		ACRES
DRILL		2,952

OPERATOR 577485

MONTERREY PETROLEUM CORP.
900 ALAMO SAVINGS TOWER EAST
SAN ANTONIO TX 78209

NOTICE
NO ALLOWABLE WILL BE ASSIGNED unless well protects all fresh water sands with sufficient surface casing. Where Commission rules do not specify surface casing requirements, contact the Texas Department of Water Resources for depth to which fresh water sands must be protected.

District Office Telephone No.: 713 688-3461

LEASE NAME	WELL NUMBER
A & M	1
LOCATION	TOTAL DEPTH
3 MILES NE FROM SNOOK	11,000

SECTION, BLOCK and/or SURVEY
JOHN P. COLES, A-12

DISTANCE -- LEASE LINES	-- SURVEY LINES	-- NEAREST WELL ON LEASE
7920 FSWL & 1510 FNWL	14475 FSWL & 21200 FNWL	NONE

FIELD(S)

GIDDINGS (AUSTIN CHALK-3) GIDDINGS (AUSTIN CHALK, GAS)

** LIMITATIONS **

AMENDED FIELD NAME. ORIGINAL PERMIT ISSUED 04-14-81.

THIS PERMIT SUBJECT TO THE CONDITIONS ON THE BACK OF THIS FORM.

THE OPERATOR SHOULD CONSIDER THE REQUIREMENTS OF THE NATURAL GAS POLICY ACT OF 1978, AS AMENDED, (NGPA), AND APPLICABLE STATE OR FEDERAL REGULATIONS.

Based upon the representations made on the FORM W-1 and those made on any plat or plats filed therewith, it is believed that the operation indicated, when carried out at that point which you have represented to be the location of the above designated Well, complies as of the date thereof, with the provisions of the applicable spacing rule SUBJECT TO THE LIMITATIONS, IF ANY, SET OUT ABOVE. Compliance with the applicable Commission spacing rule renders it unnecessary that you secure a special Commission permit to cover this indicated operation at the location shown, the same being classed as regular.

PHONE: (512) 445-1314

DIRECT INQUIRIES TO: ADMINISTRATIVE SERVICES DIVISION
DRILLING PERMIT SECTION

MAIL: Capitol Station-P. O. Drawer 12967
Austin, Texas 78711

MONTERREY PETROLEUM CORP.
900 ALAMO SAVINGS TOWER EAST
909 N.E. LOOP 410
SAN ANTONIO, TEXAS 78209

June 7, 1982

General Land Office
Austin, TX 78701

Re: File #M-74151
A & M Well #1

Gentlemen:

Per your letter dated May 27, 1982, I am sending you the information you requested. Attached please find: Forms W-1 Application to Drill with plat and Permit to Drill, G-1 Gas Well Completion Report with Back Pressure Curve, G-5 Gas Well Classification Report and W-15 Cementing Report.

Yours very truly,

Lucille Page

Lucille Page
Production Analyst

LP
Attachment

(87)

M. F. 74151

APPLICATION TO DRILL

WELL # 1 "A & M"

FILED 7-5 1982

BOB ARMSTRONG, COMMISSIONER

BY: EF

M-74134

R OAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-1
Rev. 6/12/78

API No. Available

7. RRC District: 3

8. RRC Identification Number:

GAS WELL BACK PRESSURE TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat): GIDDINGS Austin Chalk
2. LEASE NAME: A & M
9. Well Number: 1
3. OPERATOR: MONTERREY PETROLEUM COMPANY
10. County: BURLESON
4. ADDRESS: 900 ALAMO SAVINGS TOWER EAST, 909 NE LOOP 410, SAN ANTONIO, TEXAS 78209
11. Purpose of Test: Initial Potential XX; Retest ☐; Reclass ☐
5. LOCATION (Section, Block, and Survey): John P. Coles Survey A-12
5b. Distance and Direction from nearest town in this county.: 3 miles SE of Snook
6. If Operator has changed within last 60 days - Give former Operator.
12. If Workover or Reclass, give former Field (with Reservoir) & Gas ID or Oil Lease #.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

13. Pipe Line Connection: Ferguson Crossing Pipeline
14. Completion or Recompletion Date:
15. List of Offset Operators Notified and Date of Notification: None
Any Condensate on hand at time of Workover or Recompletion? ☐ Yes ☒ No
16. Type of Electric or other Log Run.: Drill , G.R. Density,Neutron

Section I — GAS MEASUREMENT DATA

Date of Test: 6-19/21-81
Gas Measurement Method (Check One): Orifice Meter XX; Positive Choke ☐; Orifice Vent Meter ☐; Pitot Tube ☐; Critical-flow Prover ☐
Gas produced during test: 3331 MCF

Run No.	Line Size	Orifice or Choke Size	24 Hr. Coeff. Orif or Choke	Static P_m or Choke Press	Diff. h_w	Flow Temp. °F	Temp. Factor F_{tf}	Gravity Factor F_g	Compress Factor F_{pv}	Volume MCF/DAY
1	2.900	1.500	14871.87	515	63.00	96	0.9671	0.8903	1.057	2438
2	2.900	1.500	14871.87	515	33.00	100	0.9636	0.8903	1.058	1760
3	2.900	1.500	14871.87	515	15.00	102	0.9619	0.8903	1.053	1179
4	2.900	1.500	14871.87	515	55.00	97	0.9662	0.8903	1.057	2276

Section II — FIELD DATA AND PRESSURE CALCULATIONS

Gravity (Dry Gas)	Gravity Liquid Hydrocarbon	Gas-Liquid Hydro Ratio	Gravity of Mixture	Avg. Shut-In Temp.	Bottom Hole Temp.
0.757	58.2 Deg. API	8,605 CF/Bbl	G_{mix} = 1.022	155 °F	235 °F @ 8957 (Depth)

$D_{eff}^{8/3}$ = 64.794

$\sqrt{T_f} = \sqrt{618} = 24.86$

$\sqrt{GL} = \sqrt{9154.05} = 95.68$

$C = \frac{1118 \times (D_{eff})^{8/3}}{\sqrt{T}} = 1118 \times 64.794 / 24.86 = 2913.95$

$\frac{\sqrt{GL}}{C} = 95.68 / 2913.95 = .0328$

Run No.	Time of Run Min.	Choke Size	Wellhead Press P_w PSIA	Wellhead Flow Temp. °F	P_w^2 (Thousands)	R	R^2 (Thousands)	P_1	P_w/P_1
Shut-In	15 HRS		2193	74					
1	870	ADJ.	1872	80	3504	80.0	6.4	1874	0.9989
2	630	ADJ.	1990	80	3960	57.7	3.3	1991	0.9995
3	750	ADJ.	1945	80	3783	38.7	1.5	1945	1.0000
4	300	ADJ.	1729	80	2989	74.7	5.6	1731	0.9988

Run No.	F	K	$S = \frac{1}{z}$	E^{ks}	P_f and P_s	P_f^2 and P_s^2	$P_f^2 - P_s^2$	Angle of Slope
Shut-In		0.2791	1.5525	1.5423	3382	11438		θ = 63.5°
1	0.9995	0.2776	1.6512	1.5815	2964	8785	2653	n = .499
2	0.9998	0.2776	1.6154	1.5659	3118	9722	1716	Absolute Open Flow
3	1.0000	0.2777	1.6231	1.5695	3053	9321	2117	4000 MCF/DAY
4	0.9994	0.2775	1.6926	1.5995	2769	7667	3771	

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 134.35 feet at a measured depth of 9198 feet.

Signature of Authorized Representative — Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Signature of Cementer or Authorized Representative — Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY — TITLE — DATE — Phone A/C NUMBER

Its suitability for any other purpose is not certified by Texas Inc. for details contact Texas Inc.

SECTION III — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

17. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

18. Permit to Drill, Plug Back or Deepen — DATE 4-14-81 — PERMIT NO. 115882
Rule 37 Exception — CASE NO.
Water Injection Permit — PERMIT NO.
Salt Water Disposal Permit — PERMIT NO.
Other — PERMIT NO.

19. Notice of Intention to Drill this Well was filed in Name of
Monterrey PetroleumCorp.

20. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well: 0

21. Total Number of Acres in this Lease: 2952±

22. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced 4/23/81 — Completed 5/16/81

23. Distance to Nearest Well, Same Lease & Reservoir: -

24. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 7920 Feet From SW Line And 4300 Feet From NW Line of the A&M University Lease

25. Elevation (DF, RKB, RT, GR, ETC): 238 KB 221 GR

26. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

27. Top of Pay: 8972 — 28. Total Depth: 9189 — 29. P. B. Depth: 9070 — 30. Surface Casing Determined by: Field Rules [ ] Recommendation of T.D.W.R. [X] Dt. of Ltr. 3-23-81 — Railroad Commission (Special) [ ] Dt. of Ltr.

31. Is Well Multiple Completion? Yes [ ] No [ ]

32. If Multiple Completion List All Reservoir Names (Completion in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - Gas - G	WELL #

33. Intervals Drilled by: Rotary Tools | Cable Tools

34. Name of Drilling Contractor: Blocker Drilling Co.

35. Is Cementing Affidavit Attached? [X] Yes [ ] No

36. CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
~~5x5½~~	~~20#~~						
9 5/8	36	2814	-	950	13 3/8	surface	1415
4 ½	11.6	~~8585~~ 8845	-	660	8 3/4	5000	

37. LINER RECORD

Size	Top	Bottom	Sacks Cement	Screen
Open Hole				

38. TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	9070	

39. Producing Interval (this completion) indicate Depth of Perforation or Open Hole

From	~~8874~~	To	~~9040~~
From		To	
From	8585	To	9070
From		To	

40. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
	3000 gal. 15% MSA Acid

41. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Austin Chalk	8972		

REMARKS: Well produces through 4½" casing. Well produce large volumes of fluid and is very rate sensitive. The bottom hole pressures calculated by the RRC method apparently are not valid at conditions present in the well and are erratic as a result.

County BURLESON Field GIDDINGS

Operator MONTERREY PETROLEUM COMPANY

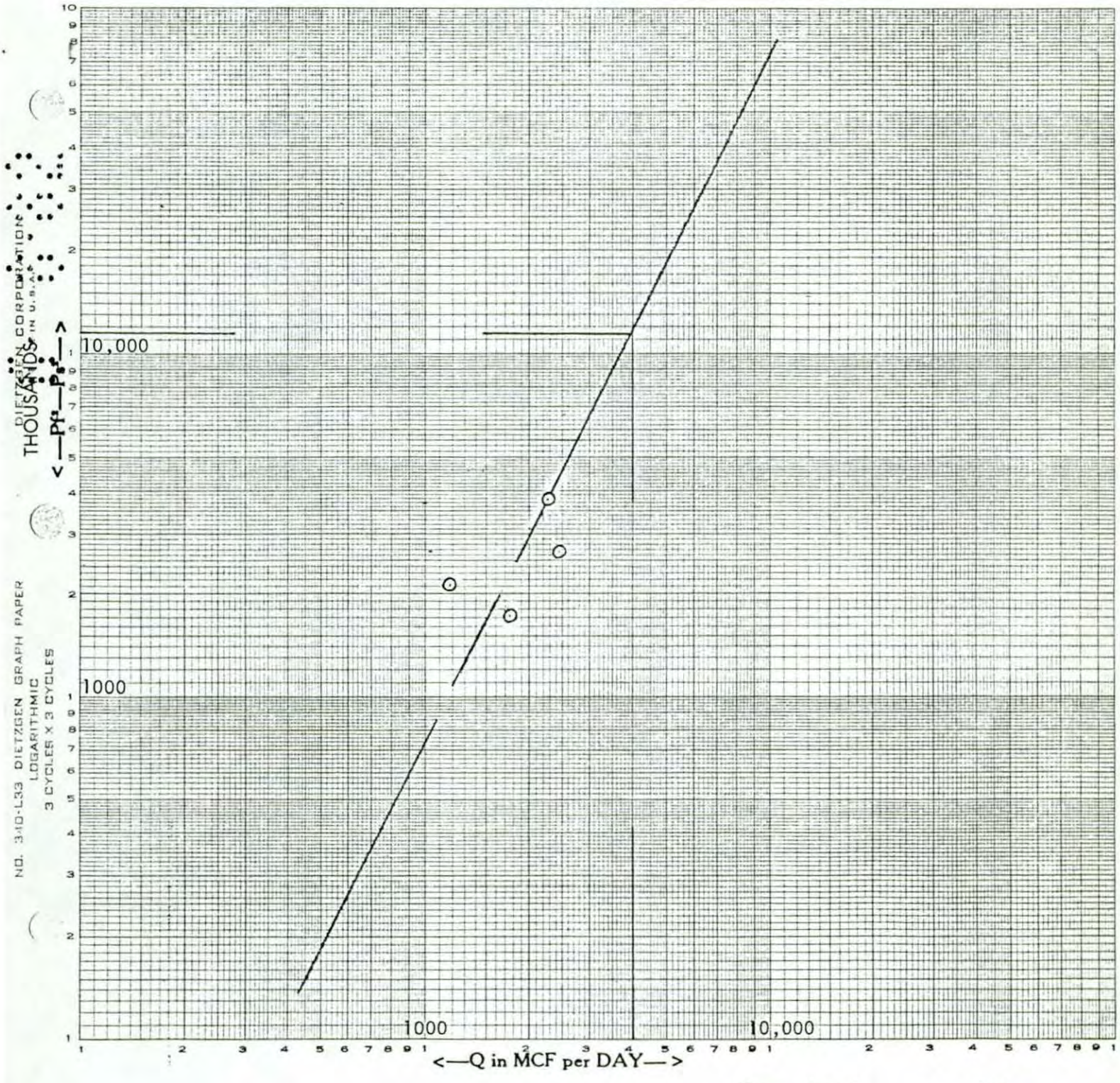
Lease A & M Well No. 1

Volume 4000 MCF/24 hr.

Date Tested 6-19/21-81

GAS WELL

BACK PRESSURE CURVE



THOUSANDS <—$P_c^2 - P_d^2$—>

Θ = 63.5° n = .499

FESCO, Inc.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form G-5
Rev. 12/11/75

GAS WELL CLASSIFICATION REPORT

7. RRC District: 3
8. RRC Identification Number:

1. FIELD NAME (as per RRC Records): GIDDINGS Austin Chalk
2. LEASE NAME: A & M
9. Well Number: 1
3. OPERATOR: MONTERREY PETROLEUM COMPANY
10. County: BURLESON
4. ADDRESS: 900 ALAMO SAVINGS TOWER EAST, 900 N.E. LOOP 410, SAN ANTONIO, TEXAS 78209
11. Utilized for:
5. LOCATION (Section, Block, and Survey): John P. Coles Survey A-12
6. Pipeline Connection or Use of Gas: Ferguson Crossing Pipelin e
12. Acres Allocated to this Well:

Section I — PRODUCTION TEST AT RATE ELECTED BY OPERATOR (Data on 24-hour basis)

A. Gas Volume	2438	(MCF)	E. Casing Pressure	SEALED	(PSI)
B. Oil or Condensate Volume	283.32	(BBLS.)	F. Color of Liquid	LT. STRAW	
C. Gas/Liquid-Hydrocarbon Ratio	8605	(CF/BBL.)	G. Gravity of Liquid	58.2	°API
D. Flowing Tubing Pressure	1872	(PSI) A	H. Specific Gravity of the Gas (AIR = 1)	.757	

Section II — POTENTIAL TEST DATA

A. Absolute Open Flow	4000	(MCF/DAY)	C. Shut-In Wellhead Pressure	2193	(PSI) A
B. Date of Test	6-20/21-81		D. Length of Time Well Shut-In Prior to Test	15 HRS.	

Section III — A.S.T.M. DISTILLATION OF LIQUID SAMPLE

Distillation Test is required only on Gas Wells producing with a Gas-Liquid Ratio of less than 100,000 Cubic Feet per Barrel.

DATE LIQUID SAMPLE OBTAINED: 6-21-81

PER CENT OVER		TEMPERATURE (DEG. F.)
I.B.P.		96
10		174
20		212
30		248
40		278
50		344
60		414
70		508
80	RECOVERY: 93.6%	634
90	RESIDUE : 1.9	732
95	LOSS : 4.5	---
E.P.	TOTAL : 100.0%	736

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Kail Baldwin
SIGNATURE

" Nelia Davis

JULY 1, 1981
DATE

FESCO, INC. - MANAGER
TITLE

AREA CODE AND TELEPHONE NUMBER (713) 846-8481

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 12
(Rev. 5-1-80)

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat) Giddings(Austin Chalk)	*2. RRC District 03
*3. Operator Monterey Petroleum	*4. County Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) Texas A&M	*6. Well Number #3 xxxxx 01]
*7. Location (Section, Block, and Survey) John P. Coles, A-12 3 miles NE from Snook	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
8. Cementing Date			5-15-81			
*9. (a) Size of Drill Bit (inches)			7 7/8"			
(b) Estimated % Wash or Hole Enlargement Used in Calculations.			30			
*10. Size of Casing (inches O.D.)			4½"			
*11. Top of Liner (if liner used) (ft.)			-			
*12. Setting Depth of Casing (ft.)			8585 ~~8585~~			
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*			remarks			
(b) In Second Slurry			remarks			
(c) In Third Slurry			remarks			
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry			560			
(b) In Second Slurry			100			
(c) In Third Slurry						
(d) Total Sacks of Cement Used			660			
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry			1.54			
(b) In Second Slurry			1.18			
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry			867.4			
(b) In Second Slurry			118			
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)			985.4			
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)			3192'			
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			no			

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

RECEIVED MAY 26 1981

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks:

Class "H":DLW + 17#/sx D-66 + .2% D-46
+ .2% D-8 + 5#/sx Kolite
Class "H" + 18% Salt + .15% D-8 + .2% D-46

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

W. N. McShan Jr.
Signature of Cementer or Authorized Representative

W. N. McShan, Jr. S.S.C.
Name of Person and Title (type or print)

Dowell Division of Dow Chemical
Cementing Company

P.O. Box 1299
Street Address or P.O. Box

Bryan, Texas 77806
City, State Zip Code

713 779-1073
Telephone Area Code

5-15-81
Date

***OPERATOR**

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Kathy Wallace
*Signature of Operator or Authorized Representative

Kathy Wallace
*Name of Person and Title (type or print)

Monterrey Petroleum Corp.
*Operator

900 Alamo Savings Tower East Bldg.
*Street Address or P.O. Box

San Antonio, Texas 78209
*City, State Zip Code

*Telephone 512 824-9569
Area Code

June 2, 1981
*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
   (2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
   (3) Each copy of Form W-4 if a multiple parallel casing completion.

   B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

   C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

3. If setting FULL AMOUNT OF SURFACE CASING:

   A. Depth to protect fresh water by:
   (1) Field Rule
   (2) Texas Water Development Board, if no Field Rule

   B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

5. If setting NO SURFACE CASING (See Item 4 above):

   A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

   B. If using the multi-stage tool on the next deeper string, cementfrom the depth that protects fresh water sands to the surface.

6. If setting SHORT SURFACE CASING (See Item 4 above.):

   A. Cement short surface casing from the shoe to the surface.

   B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
   (1) the surface, or
   (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

   A. Cement to a point at least 600 feet above the casing shoe.

   B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

8. PLUGGING AND ABANDONING:

   A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

   B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

   C. A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

*1. Field Name (as per RRC Records or Wildcat): Giddings Austin Chalk	*2. RRC District: 03
*3. Operator: Monterrey	*4. County: Burleson
*5. Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Texas A&M	*6. Well Number: #~~3~~ #1
*7. Location (Section, Block, and Survey): John P. Coles, A-12 3 miles NE from Snook	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
*8. Cementing Date	4-26-81					
*9. (a) Size of Drill Bit (inches)	13 3/8"					
(b) Estimated % Wash or Hole Enlargement Used in Calculations.	30					
*10. Size of Casing (inches O.D.)	9 5/8"					
*11. Top of Liner (if liner used) (ft.)	-					
*12. Setting Depth of Casing (ft.)	2814'					
13. Type API Class Cement & Amount of Additives Used: (a) In First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	remarks					
(b) In Second Slurry	remarks					
(c) In Third Slurry						
14. Sacks of Cement Used: (a) In First (Lead) or Only Slurry	700					
(b) In Second Slurry	250					
(c) In Third Slurry						
(d) Total Sacks of Cement Used	1350					
15. Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry	1.6					
(b) In Second Slurry	1.18					
(c) In Third Slurry						
16. Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	1120					
(b) In Second Slurry	295					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	1415					
17. Calculated Annular Height of Cement Slurry behind Pipe (ft.)	surface					
18. Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	yes					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
19. Cementing Date						
*20. Size of Hole or Pipe in which Plug Placed (inches)						
*21. Depth to Bottom of Tubing or Drill Pipe (ft.)						
22. Sacks of Cement Used (each plug)						
23. Slurry Volume Pumped (cu. ft.)						
24. Calculated Top of Plug (ft.)						
*25. Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

26. Remarks:

DLW + 3% D-44 + .2% D-46 + 5#/sx Kolote

Class "H" + 2% CaCl + .2% D-46

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Ed W. Belflower

Signature of Cementer or Authorized Representative

Ed W. Belflower, Service Supervisor

*Name of Person and Title (type or print)

Dowell Division of Dow Chemical

Cementing Company

P.O. Box 1299

Street Address or P.O. Box

Bryan, Texas 77806

City, State Zip Code

Telephone 713 (Area Code) 779-1073

4-26-81

Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

Kathy Wallace

*Signature of Operator or Authorized Representative

Kathy Wallace

*Name of Person and Title (type or print)

Monterrey Petroleum Corp.

*Operator

900 Alamo Savings Tower East Bldg.

*Street Address or P.O. Box

San Antonio, Texas 78209

*City, State Zip Code

*Telephone 512 (Area Code) 824-9569

June 2, 1981

*Date

INSTRUCTIONS

1. A. This form shall be filed by the operator in the RRC District Office with:
   (1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
   (2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
   (3) Each copy of Form W-4 if a multiple parallel casing completion.

   B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

   C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

2. Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

3. If setting FULL AMOUNT OF SURFACE CASING:

   A. Depth to protect fresh water by:
   (1) Field Rule
   (2) Texas Water Development Board, if no Field Rule

   B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

4. IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

5. If setting NO SURFACE CASING (See Item 4 above):

   A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

   B. If using the multi-stage tool on the next deeper string, cementfrom the depth that protects fresh water sands to the surface.

6. If setting SHORT SURFACE CASING (See Item 4 above.):

   A. Cement short surface casing from the shoe to the surface.

   B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
   (1) the surface, or
   (2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

7. Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

   A. Cement to a point at least 600 feet above the casing shoe.

   B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

8. PLUGGING AND ABANDONING:

   A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

   B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of hole in which the plug is placed.

   C. A 10 foot cement plug is required to be placed in the top of the well.

(88)

M. F. 74151
WELL # 1 "A & M" COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 7-5-82 BY EF

5229

ASSIGNMENT OF OIL AND GAS LEASE

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

WHEREAS, On the 25th day of January, 1977, a certain oil and gas mineral lease was made and entered into by and between Texas A&M Univeristy System, Lessor, to Skelly Oil Company, Lessee, covering the following described land in the County of Burleson and State of Texas. Said lease being recorded in the office of the County Clerk in and for said County in Book 20, Page 52, and;

WHERAS, on the 1st day of June, 1974, a certain oil and gas mineral lease was made and entered into by and between Patience Chance Thomason, Individually and as Trustee under the Will of George G. Chance, Deceased, Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased and Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased, Lessors, to Skelly Oil Company, Lessee, covering the following described land in the County of Burleson and State of Texas. Said lease being recorded in the office of the County Clerk in and for said County in Book 15, Page 340, to-wit:

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 1776.36 acre tract conveyed to Texas A&M College of Texas by J. S. Mooring, et al by deed dated April 5, 1944; 80 acres being out of that certain 2727.9 acre tract under the will of George G. Chance deceased, being more particularly described as tract one (Vol. 54, Page 166) of the deed records of Burleson County, Texas, said unit being more particularly described by metes and bounds as follows:

COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract;
THENCE S 44° 10' W a distance of 500.00' to a point for corner;
THENCE N 18° 30' W a distance of 33.33' to a point for corner;
THENCE S 43° 50' W a distance of 6911.11' to a point for corner;
THENCE S 45° 30' E a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of geginning of the herein described tract;
THENCE N 45° E a distance of 2070.183' to a point for corner;
THENCE S 45° E a distance of 1683.330' to a point for corner;
THENCE S 45° W a distnnce of 2070.183' to a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;
THENCE N 45° W a distance of 1683.330' to a point for corner;
THENCE N 45° E a distance of 2070.183' to place of beginning of the herein described tract.

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by NRG EXPLORATION, INC., 11999 Katy Fwy., Suite 450, Houston, Texas 77079 and AMMEX PETROLEUM, INC., Post Office Box 10507, Midland, Texas 79702.

NOW THEREFORE, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lease and present owner in and to said lease and rights thereunder, insofar as it covers from the surface down to 100 feet below the stratigraphic equivalent of the 9,125 feet drilled in the GeoSouthern Energy Corporation - Winnie No. 1 well, together with all personal property used or obtained in connection therewith to GEOSOUTHERN ENERGY CORPORATION, Post Office Box 95, Brenham, Texas 77833, and its heirs, successors and assigns.

Assignors hereby except and reserve unto themselves an overriding royalty equal to thirty percent of eight-eights (30% of 8/8ths) which shall be burdened and charged with all royalties, overriding royalty interests, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record as of this date.

Assignors further shall receive a 12-1/2% working interest after payout. Payout is defined as the day when the value of or proceeds received from net production from each test well shall equal the cost of drilling, testing, completing, equipping and operating the well.

For the same consideration recited above, the undersigned agree that without further approval of the undersigned, this Assignment provides that the lease described in this Assignment or any portion thereof may be pooled or unitized with other lands or leases to form one or more pooled units in accordance with the pooling authority granted by the lease and also in accordance with any agreement subsequently obtained by the owner of the lease from lessor with reference to pooling.

And for the same consideration, the undersigned do covenant with said Assignee, its heirs, successors and assigns that assignor is the lawful owner as aforesaid of the said lease and rights and interests thereunder hereby assigned and of the said personal property thereon or used in connection therewith, that

all rentals and royalties due and payable thereunder have been duly paid and that the interests created by said oil, gas and mineral lease have not been encumbered except as may be above specified.

Executed and delivered this 18th day of May, 1982.

ASSIGNORS:

NRG EXPLORATION, INC.

BY: George Bishop, President

AMMEX PETROLEUM, INC.

BY: Bob L. Johnson, President

FILED FOR RECORD
at 10:15 o'clock A M.
MAY 19 1982
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
By

THE STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of May, 1982.

Sharon B. Hillebrandt
Notary Public in and for Harris County, Texas

SHARON B. HILLEBRANDT
Printed Name of Notary

My Commission Expires:
8/20/85

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Bob L. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument as President of Ammex Petroleum, Inc. and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of May, 1982.

Sharon B. Hillebrandt
Notary Public in and for Harris County, Texas

SHARON B. HILLEBRANDT
Printed Name of Notary

My Commission Expires:
8/20/85

VOL 89 PAGE 186

Filed for record May 19, 1982 at 10:15 A. M. John J. Toupal, Clerk
And recorded May 24, 1982 at 4:00 P. M. Burleson County, Texas
By Janet W. Galbreath
Deputy

186

STATE OF TEXAS
COUNTY OF BURLESON

I, John J. Toupal, County Clerk, Burleson County, do hereby certify that the foregoing is a true copy of the original, as appears of record in Vol. 89, Page 184-186, Oil & Gas Lease Records, Burleson County, Texas. Witness my hand and seal of office on this the 29th day of June, A.D., 1982

John J. Toupal
County Clerk, Burleson County, Texas

By Winifred Moore
Deputy

(89)

M 74151

Assignment

File Dated 7-1-82

Bob Armstrong, Commissioner dd

RECEIVED AS STATED

$10.00

DATE 7-8-82

Reg. No. 121591

GENERAL LAND OFFICE

5.105

MLP/ard
4-16-82

5228

ASSIGNMENT OF OIL AND GAS LEASES

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

THAT, GETTY OIL COMPANY, a Delaware corporation, and AMOCO PRODUCTION COMPANY, sometimes hereafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, bargain, sell, transfer, assign and convey unto NRG EXPLORATION, INC., 908 Town and Country Blvd., Suite 115, Houston, Texas 77024 and AMMEX PETROLEUM CORPORATION, P.O. Box 164, Midland, Texas 79702, their legal representatives and assigns, sometimes hereafter referred to as "Assignees," all of their right, title and interest in and to that certain oil and gas lease executed on June 1, 1974 from Patience Chance Thomason, et al., Lessor, to Skelly Oil Company, Lessee, recorded in Book 15, Page 340 of the records of Burleson County, Texas; that certain oil and gas lease executed on December 1, 1974 from the First National Bank of Fort Worth, Guardian, Lessor to Skelly Oil Company, Lessee, recorded in Book 15, Page 345, of the records of Burleson County, Texas; and that certain oil and gas lease executed on January 25, 1977, from the State of Texas, acting by and through the Board of Regents of The Texas A & M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, Page 52, of the records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,123 feet drilled in the GeoSouthern - Winnie

No. 1 well, subject to the reservations, terms, and conditions hereinafter set forth, insofar as, but only insofar as, said oil and gas leases cover the lands described as follows:

> Being all that certain 160.000 acre tract of land out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A & M College of Texas by J. S. Mooring, et al. by deed dated April 5, 1944, 80 acres being out of that certain 2726.9 acre tract under the will of George G. Chance deceased, being more particularly described as tract one (Vol. 54, Page 166) of the deed records of Burleson County, Texas, said unit being more particularly described by metes and bounds as follows:
>
> COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J. S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;
>
> THENCE S 44° 10' W, a distance of 500.00' to a point for corner;
>
> THENCE N 18° 30' W, a distance of 33.33' to a point for corner;
>
> THENCE S 43° 50' W, a distance of 6911.11' to a point for corner;
>
> THENCE S 45° 30' E, a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of beginning of the herein described tract;
>
> THENCE N 45° E, a distance of 2070.183' to a point for corner;
>
> THENCE S 45° E, a distance of 1683.330' to a point for corner;
>
> THENCE S 45° W, a distance of 2070.183' a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;
>
> THENCE N 45° W, a distance of 1683.330' to a point for corner;
>
> THENCE N 45° E, a distance of 2070.183' to place of beginning of the herein described tract, containing 160.000 acres more or less.

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold

rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,123 feet drilled in the GeoSouthern - Winnie No. 1 Well.

Assignors further except and reserve unto themselves their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to Twenty-five Percent (25%) of all oil, gas and other minerals that may be produced therefrom, subject to and burdened with any presently effective royalties, overriding royalties, production payments, and other like interests payable out of production from the acreage and depths so assigned. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating or other costs and taxes, except production, severance and windfall profit taxes. In the event the leasehold interest herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue, is less than the full leasehold interest in the depth assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

Assignees shall make all delay rental, shut-in, or other payments of any kind or character which may accrue under the terms of the above-described lease after receipt of this assignment. However, in the event Assignees elect not to make any such payment that may become due under said leases, Assignees shall give Assignors forty-

five (45) days' written notice of their intention to surrender the acreage involved and, at Assignors' option, Assignees shall reassign said acreage to Assignors not less than thirty (30) days prior to the due date of said payment.

If a commercial producer of oil or gas is completed as an offset to the acreage assigned hereby Assignees agree to commence in accordance with the terms of the above-described oil and gas lease, but in no event later than sixty (60) days thereafter, operations for the drilling of a well as an offset thereto on the above-described lease. In the event Assignees fail to commence and drill any required offset as provided herein, Assignors shall have the option of receiving from Assignees reassignment of the undeveloped portion of the above-described acreage.

Assignors shall have no control over the well(s) which shall be drilled, plugged and/or completed at Assignees' sole cost, risk and expense; and the drilling or any subsequent operations in connection therewith shall not be considered as a joint undertaking, mining or otherwise, and Assignors shall not be liable for any part of the cost; and Assignees agree to protect, indemnify and save Assignors harmless from all liens, claims, demands and causes of action arising directly or indirectly in connection with such operations.

If any well on the leases covered hereby, or any well on tracts of land with which said leases are pooled, is completed as a commercial producer of oil or gas, and ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days from the date of cessation

of production. Such notification shall also include the reasons that the well is off production and Assignees' plans for re-establishing production or plugging the well. If Assignees plan remedial action, Assignees shall keep Assignors advised as to the status of Assignees work, such notification to be sent to Assignors on each Monday following the original notification until the well is placed back on production.

If any well on the assigned acreage is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time as they desire to discontinue operations and plug the well or wells and release, surrender, or abandon such acreage in whole or in part. Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not they desire to take over the acreage or part thereof to be abandoned at the then salvage value of the material, equipment and supplies thereon. If the Assignors elect to take over the well or wells and acreage or part thereof under this option, Assignees shall within ten (10) days thereafter deliver properly executed assignment, satisfactory evidence of title and possession of the property for which Assignors shall make prompt payment.

Assignees shall have no authority to pool or unitize the lease, leases or interests assigned to Assignees with other lands, leases or interests in such manner as to affect Assignors' rights and interest without first obtaining Assignors' written consent.

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice to purchase the liquid production as to the interest

retained by Assignors at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignors shall have the right to discontinue purchasing it at any time by giving thirty (30) days' written notice and shall have the right at anytime thereafter to resume the purchase of such by giving Assignees thirty (30) days' written notice of Assignors' intentions.

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase the gas production allocated to the acreage assigned hereunder at the going market price and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed the separator residue gas allocated to the assigned acreage covered hereby for the recovery of liquid hydrocarbons not recovered by means of a conventional oil field type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the assigned acreage covered hereby.

This assignment is executed without warranty of title, either expressed or implied.

This instrument is executed pursuant to and subject to all the terms and provisions of that certain letter agreement from GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY to NRG EXPLORATION, INC. and AMMEX PETROLEUM CORPO-

VOL 89 PAGE 179

RATION dated May 17, 1979 (accepted by NRG EXPLORATION, INC. and AMMEX PETROLEUM CORPORATION on May 30, 1979).

IN WITNESS HEREOF, this instrument has been executed to be effective as of the 19th day of November, 1981.

ASSIGNORS:

GETTY OIL COMPANY

By _____
Agent

AMOCO PRODUCTION COMPANY

By _____
ITS ATTORNEY-IN-FACT
WILLIAM T. HALE

APPROVED
30

ASSIGNEES:

NRG EXPLORATION, INC.

By _____
George Bishop, President

AMMEX PETROLEUM CORPORATION

By _____
George Bishop, Agent

VOL 89 PAGE 180

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, George Bishop who acknowledged that he is the President of NRG EXPLORATION, INC., a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said NRG EXPLORATION, INC.

GIVEN under my hand and official seal this 18th day of May, 1982.

Sharon B. Hillebrandt
NOTARY PUBLIC, in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, George Bishop who acknowledged that he is the Agent-in-fact of AMMEX PETROLEUM CORPORATION, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMMEX PETROLEUM CORPORATION.

GIVEN under my hand and official seal this 18th day of May, 1982.

Sharon B. Hillebrandt
NOTARY PUBLIC, in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT

STATE OF TEXAS §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, M. C. LUTZ who acknowledged that he is the Agent of GETTY OIL COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said GETTY OIL COMPANY.

GIVEN under my hand and official seal this 12th day of May, 1982.

Paula Curtis
NOTARY PUBLIC, in and for Harris County, Texas

My Commission Expires:
November 3, 1985

VOL. 89 PAGE 182

STATE OF TEXAS §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, WILLIAM T. HALE who acknowledged that he is the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMOCO PRODUCTION COMPANY.

GIVEN under my hand and official seal this 13 day of May, 1982.

Shirley B. Barnes
NOTARY PUBLIC, in and for Harris County, Texas.

SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-85

My Commission Expires:

FILED FOR RECORD
at 10:10 o'clock A.M.
19
JOHN J. TOUPAL
COUNTY CLERK, BURLESON CO., TEX.
Brenda Williams Deputy

VOL 89 PAGE 183

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19 DAY OF May, 19 82, AT 10:10 O'CLOCK A. M., AND DULY RECORDED ON 24 DAY OF May, 19 82, AT 4:00 O,CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 89, PAGE 174-183

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

Janet M. Galbreath DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON

I, John J. Toupal, County Clerk, Burleson County, do hereby certify that the foregoing is a true copy of the original, as appears of record in Vol. 89, Page 174 - 183, Oil & Gas lease Records, Burleson County, Texas. Witness my hand and seal of office on this the 29th day of June, A.D., 1982.

John J. Toupal
County Clerk, Burleson County, Texas

By Winifred Moore
Deputy

(90)

M 74151

Assignment

File Dated 7-1-82

Bob Armstrong, Commissioner dd

RECEIVED AS STATED

$10.00

DATE 7-8-82

Reg. No. 121591

GENERAL LAND OFFICE

5.1.95

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
1982 7/6	FILING FEE FOR 2 INSTRUMENTS @ $10.00 EACH TEXAS A&M UNIVERISTY LEASE M-74151; JOHN. P. COLES SURVEY BURLESON COUNTY, TEXAS	$20.00 171		$20.00 121591

EMPLOYEE _____

PERIOD ENDING	EARNINGS				TOTAL EARNINGS	DEDUCTIONS					TOTAL DEDUCTIONS	NET PAY
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER		SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX					

V-6

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 5, 1982

NRG Exploration, Inc.
11999 Katy Freeway
Suite 450
Houston, Texas 77079

Re: Two Assignments of Texas A&M
University Lease
M-74151; John P. Coles Survey
Burleson County, Texas

Gentlemen:

This will acknowledge receipt of two certified copies of Assignments affecting the captioned tract.

Pursuant to Article 3918, V.A.T.C., as amended effective September 1, 1981, the General Land Office is required to charge a filing fee of $10.00 per instrument for each file affected. Therefore, it will be necessary that you submit $20.00.

Pending receipt of same, we will hold your submitted material in our suspense file.

Sincerely yours,

BOB ARMSTRONG

By:
Dena Dupont, Assistant
Oil and Gas Division
Legal Department
512 475-4246

/dd

M. F. 74151 (91)

CORRESPONDENCE FILE

To

From NRG Explor., Inc.

Dated 7-8-82 dd

July 9, 1982

NRG Exploration, Inc.
11999 Katy Freeway
Suite 450
Houston, Texas 77079

Re: Two Assignments of Texas A&M
University Leases
M-74151; John P. Coles Survey
Burleson County, Texas

Gentlemen:

The certified copies of Assignments of Oil and Gas Lease, affecting the captioned tract, have been filed in our records.

Your $20.00 remittance has been applied as the filing fees due thereon.

Sincerely yours,

BOB ARMSTRONG

By:
Dena Dupont, Assistant
Oil and Gas Division
Legal Department
512 475-4246

/dd

M. F. 74151 (92)

CORRESPONDENCE FILE

To NRM Explor., Inc.

From

Dated 7-9-82

dd

P.O. Box 2436
Abilene, Texas 79604
Phone (915) 677-2223

PRIDE PIPELINE
COMPANY

Dear Interest Owner:

Please find enclosed Pride Pipeline Company's Division order covering your interest in the enclosed lease.

Examine for correctness of spelling and decimal of interest. If correct, execute the original in accordance with the following instructions and return to this office by the 10th of the month to ensure payment on the next payment date. A copy is enclosed for your files.

(1) Owners must show their correct post office address below and sign where indicated with one witness to each signature. This witness should not be a relative.

(2) If the owner is a partnership, all partners must sign.

(3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officer.

(4) The original division order must be properly executed and returned. Please do not detach any attachments from the original.

(5) Social Security numbers or Tax Identification numbers must be affixed on each interest owner.

Thank you for your cooperation, and if we may be of further assistance, please advise.

Yours very truly,

PRIDE PIPELINE COMPANY

Sally Smeed
Division Order Analyst

EXECUTE AND RETURN ORIGINAL
HAVE SIGNATURES WITNESSED
RETAIN OWNER'S COPY FOR YOUR RECORDS

90403

SS
Enclosure

SS

DIVISION ORDER

To: PRIDE PIPELINE COMPANY
P. O. Box 2436
Abilene, Texas 79604

No. 2050

Date of First Runs 19

Effective as of the date of first runs by you.

The undersigned certify and guarantee that they are the legal owners of, and hereby warrant title to, in the proportions set out below, all the oil produced from the WINNIE #1 Lease, located in the County of Burleson, State of Texas, and described as follows, to-wit:

SEE EXHIBIT "A" - ATTACHED

MAILED

APR 23 1982

Until further written notice, you are authorized to purchase oil therefrom and pay therefor, as follows:

OWNER NO.	CREDIT TO	DIVISION OF INTEREST
32558	Commissioner, General Land Office, State of Texas	.10000000 R.I. ✓

$\frac{80}{160} \times \frac{1}{5} =$

1. Oil run hereunder shall become your property upon delivery thereof into any tank, pipeline, or other conveyance designated by you, and shall be paid for by you monthly, except as hereinafter provided, according to the division of interest shown above at the price being posted or paid by you at the time of such delivery.

2. Payments for such oil shall be made on or before the 25th day of the month succeeding such purchases. Payments may be made to the owners shown above in person or by mailing your check therefor to the address of the owners designated to receive same as shown above. Provided, however, that at your option no payments shall be made to an owner until the sum due on account of such interest shall amount to $5.00 or more.

3. Quantities shall be computed from regularly compiled tank tables or by other reliable methods of computation (the owners to have the privilege of witnessing the gauge tickets), and correction shall be made for temperature and impurities according to the prevailing practice and the rules and regulations prescribed by the Commission or other legal authority of the State where the purchases hereunder are made. You may require the owners to treat or steam any unmerchantable oil at the owners' expense, before acceptance hereunder.

4. The owners severally agree to notify you in writing of any change in ownership, and that their successors shall be bound by the terms hereof. Orders transferring interests, supported by certified copy of deed, assignment, or other legal document, shall be in your hands by the 20th day of the month in which the transfer becomes effective, it being understood that transfers of interests are effective only on the first day of any current month at 7:00 o'clock A.M.

5. Satisfactory abstracts or other evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title, or in the event of a claim or controversy, which in your opinion, concerns title to any interest hereunder, you may hold, without interest and without any liability, the proceeds of all oil received by you hereunder until indemnity satisfactory to you has been furnished or until such claim or controversy has been settled to your satisfaction. In the event any action or suit is filed in any court affecting the title either to the real property above described or to the oil produced therefrom in which any of the owners are parties, written notice of the filing of said action or suit shall be immediately furnished to you by such owner against whom such action or suit is commenced, stating the court in which same is filed and the title of such action or suit. Each owner agrees to hold you harmless and to protect and indemnify you and/or any carrier transporting oil for your account from, against and for any loss or expense which you and/or such carrier may suffer or sustain or become liable for by reason of your purchase hereunder of said owner's interest, as above set out, in said oil and the payment therefor to said owner regardless of how the same may arise and including, but not limited to, the following: Any judgment rendered in an action or suit affecting the title to either the real property above described or the oil produced therefrom; all reasonable costs or expenses incurred in defending in such action or suit your position or that of your carrier receiving the oil; any claim or claims or judgment arising therefrom, for any tax, State or Federal, which may be asserted by any taxing authority against you in connection with, incident or in any manner related to, any sum or sums of money held in Suspense by you during the existence of any claim, controversy or suit, as above provided. You may deduct any such loss or expense from any amount owed by you to such owner at any time.

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

7. This division order shall become valid and binding upon each and every owner as soon as signed by such owner, regardless of whether or not any other owners have so signed, and this division order supersedes all former division orders given on the property described above.

8. This contract shall continue in force for Thirty days and thereafter, until terminated by you giving notice of your intent to so terminate, or by any owner giving notice of intent to so terminate, without, however, affecting the same as to the interest of the other owners.

9. Where the term "oil" is used herein, it is intended also to include "distillate, condensate or other liquid hydrocarbons."

Witnesses' Signatures and Addresses:

Owners' Signatures and Addresses and Soc. Sec. No.

Commissioner, General Land Office, State of Texas

By:

1700 North Congress Avenue

Austin, TX 78701

SOCIAL SECURITY NO. OR TAX IDENT. NO.

ADDRESSES MUST BE SHOWN FOR PAYMENT

INSTRUCTIONS FOR SIGNING THIS DIVISION ORDER: (1) Owners must show their correct post office address below and sign where indicated with one witnesses to each signature. (2) If the owner is a partnership, all partners must sign. (3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officers. (4) All counterparts of this division order must be properly executed and returned.

ATTACHMENT - EXHIBIT "A"
Winnie #1
Burleson County, Texas
Lease #2050

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A & M College of Texas by J. S. Mooring, et al by deed dated April 5, 1944, 80 acres being out of that certain 2726.9 acre tract under the will of George G. Chance deceased, being more particularly described as tract one (Vol. 54, Page 166) of the deed records of Burleson County, Texas, said unit being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;

THENCE S 44 deg. 10 min. W, a distance of 500.00 ft. to a point for corner;

THENCE N 18 deg. 30 min. W, a distance of 33.33 ft. to a point for corner;

THENCE S 43 deg. 50 min. W, a distance of 6911.11 ft. to a point for corner;

THENCE S 45 deg. 30 min. E, a distance of 1200.00 ft. along SW line of said 2776.36 acre tract to the place of beginning of the herein described tract.

THENCE N 45 deg. E, a distance of 2070.183 ft. to a point for corner;

THENCE S 45 deg. E, a distance of 1683.330 ft. to a point for corner;

THENCE S 45 deg. W, a distance of 2070.183 ft. a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366 ft. to a point for corner;

THENCE N 45 deg. W, a distance of 1683.330 ft. to a point for corner;

THENCE N 45 deg. E, a distance of 2070.183 ft. to place of beginning of the herein described tract.

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 15, 1982

Pride Pipeline Company
P. O. Box 2436
Abilene, Texas 79604

Attn: Sally Sneed

RE: State Lease M-74151
Texas A&M "A" No. 1-A
John P. Coles 7-½ League
Abstract 12 (Giddings (Austin Chalk) Field)
Burleson County, Texas
(Your Lease No. 2050)

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

LG/dd

(93)

M. F. 74151
CORRESPONDENCE FILE
To
S/O
From
Dated 7-15-82

P.O. Box 2436
Abilene, Texas 79604
Phone (915) 677-2223

PRIDE PIPELINE COMPANY

121

Dear Interest Owner:

Please find enclosed Pride Pipeline Company's Division order covering your interest in the enclosed lease.

Examine for correctness of spelling and decimal of interest. If correct, execute the original in accordance with the following instructions and return to this office by the 10th of the month to ensure payment on the next payment date. A copy is enclosed for your files.

(1) Owners must show their correct post office address below and sign where indicated with one witness to each signature. This witness should not be a relative.

(2) If the owner is a partnership, all partners must sign.

(3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officer.

(4) The original division order must be properly executed and returned. Please do not detach any attachments from the original.

(5) Social Security numbers or Tax Identification numbers must be affixed on each interest owner.

Thank you for your cooperation, and if we may be of further assistance, please advise.

EXECUTE AND RETURN ORIGINAL

HAVE SIGNATURES WITNESSED

RETAIN OWNER'S COPY FOR YOUR RECORDS

Yours very truly,

PRIDE PIPELINE COMPANY

Sally Smeed
Division Order Analyst

SS
Enclosure

SS

DIVISION ORDER

To: PRIDE PIPELINE COMPANY
P. O. Box 2436
Abilene, Texas 79604

No. 2045

Date of first runs 19
Effective as of the date of first runs by you.

The undersigned certify and guarantee that they are the legal owners of, and hereby warrant title to, in the proportions set out below, all the oil produced from the Gig-Em #1 Lease, located in the County of Burleson, State of Texas, and described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED

MAILED

JUN 28 1982

Until further written notice, you are authorized to purchase oil therefrom and pay therefor, as follows:

OWNER NO.	CREDIT TO	DIVISION OF INTEREST
32558	Commissioner General Land Office, State of Texas	.20000000 R.I.

1. Oil run hereunder shall become your property upon delivery thereof into any tank, pipeline, or other conveyance designated by you, and shall be paid for by you monthly, except as hereinafter provided, according to the division of interest shown above at the price being posted or paid by you at the time of such delivery.

2. Payments for such oil shall be made on or before the 25th day of the month succeeding such purchases. Payments may be made to the owners shown above in person or by mailing your check therefor to the address of the owners designated to receive same as shown above. Provided, however, that at your option no payments shall be made to an owner until the sum due on account of such interest shall amount to $5.00 or more.

3. Quantities shall be computed from regularly compiled tank tables or by other reliable methods of computation (the owners to have the privilege of witnessing the gauge tickets), and correction shall be made for temperature and impurities according to the prevailing practice and the rules and regulations prescribed by the Commission or other legal authority of the State where the purchases hereunder are made. You may require the owners to treat or steam any unmerchantable oil at the owners' expense, before acceptance hereunder.

4. The owners severally agree to notify you in writing of any change in ownership, and that their successors shall be bound by the terms hereof. Orders transferring interests, supported by certified copy of deed, assignment, or other legal document, shall be in your hands by the 20th day of the month in which the transfer becomes effective, it being understood that transfers of interests are effective only on the first day of any current month at 7:00 o'clock A.M.

5. Satisfactory abstracts or other evidence of title will be furnished to you at any time on demand. In the event of a failure to so furnish such evidence of title, or in the event of a claim or controversy, which in your opinion, concerns title to any interest hereunder, you may hold, without interest and without any liability, the proceeds of all oil received by you hereunder until indemnity satisfactory to you has been furnished or until such claim or controversy has been settled to your satisfaction. In the event any action or suit is filed in any court affecting the title either to the real property above described or to the oil produced therefrom in which any of the owners are parties, written notice of the filing of said action or suit shall be immediately furnished to you by such owner against whom such action or suit is commenced, stating the court in which same is filed and the title of such action or suit. Each owner agrees to hold you harmless and to protect and indemnify you and/or any carrier transporting oil for your account from, against and for any loss or expense which you and/or such carrier may suffer or sustain or become liable for by reason of your purchase hereunder of said owner's interest, as above set out, in said oil and the payment therefor to said owner regardless of how the same may arise and including, but not limited to, the following: Any judgment rendered in an action or suit affecting the title to either the real property above described or the oil produced therefrom; all reasonable costs or expenses incurred in defending in such action or suit your position or that of your carrier receiving the oil; any claim or claims or judgment arising therefrom, for any tax, State or Federal, which may be asserted by any taxing authority against you in connection with, incident or in any manner related to, any sum or sums of money held in Suspense by you during the existence of any claim, controversy or suit, as above provided. You may deduct any such loss or expense from any amount owed by you to such owner at any time.

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

7. This division order shall become valid and binding upon each and every owner as soon as signed by such owner, regardless of whether or not any other owners have so signed, and this division order supersedes all former division orders given on the property described above.

8. This contract shall continue in force for Thirty days and thereafter, until terminated by you giving notice of your intent to so terminate, or by any owner giving notice of intent to so terminate, without, however, affecting the same as to the interest of the other owners.

9. Where the term "oil" is used herein, it is intended also to include "distillate, condensate or other liquid hydrocarbons."

Witnesses' Signatures and Addresses:

Owners' Signatures and Addresses and Soc. Sec. No.

Commissioner, General Land Office, State of Texas

By:

1700 N. Congress Avenue

Austin, Texas 78701

[redacted]

SOCIAL SECURITY NO. OR TAX IDENT. NO.

ADDRESSES MUST BE SHOWN FOR PAYMENT

Owner's Copy

INSTRUCTIONS FOR SIGNING THIS DIVISION ORDER: (1) Owners must show their correct post office address below and sign where indicated with one witnesses to each signature. (2) If the owner is a partnership, all partners must sign. (3) If the owner is a corporation, this division order must be signed and attested to by duly authorized officers. (4) All counterparts of this division order must be properly executed and returned.

ATTACHMENT-EXHIBIT "A"
Gig-Em #1
Burleson County, Texas
Lease No. 2045

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey Abstract 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J. S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above-described 2776.36 acre tract;

THENCE S 44° 10' W 500.00' to a point for corner;
THENCE N 18° 30' W 33.33' to a point for corner;
THENCE S 43° 50' W 6911.11' to a point for corner;
THENCE S 45° 30' E 2883.33' to a point for corner;
THENCE S 44° 20' W 1601.78' to a point for corner;
THENCE S 59° 20' E 1705.56; to a point for corner;
THENCE S 42° 50' W 305.56' to a point for corner;
THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract for 2964.732' and extension thereof to the place of beginning of the herein described tract.
This also being the most southerly corner of the Monterrey A&M Unit #1;
THENCE N 44° 10' E 3461.760' to a point for corner;
THENCE S 45° 50' E 2013.312' to a point for corner;
THENCE S 44° 10' W 3461.760' to a point for corner;
THENCE N 45° 50' W 2013.312' to the place of beginning of the herein described tract.

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 15, 1982

Pride Pipeline Company
P. O. Box 2436
Abilene, Texas 79604

Attn: Sally Sneed

RE: State Lease M-74151
Texas A&M "A" No. 1-A
John P. Coles 7-½ League
Abstract 12 (Giddings (Austin Chalk) Field
Burleson County, Texas
(Your Lease No. 2045)

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

LG/dd

(94)

M. F. 74/151
CORRESPONDENCE FILE
To D/O
From
Dated 7-15-82

GEOSOUTHERN ENERGY CORP.
P O Box 95
BRENHAM, TX.
77833

May 25, 1982

Dear Interest Owner:

Enclosed please find a Division Order on the Winnie which is operated by GeoSouthern Energy Corporation.

Payment made in accordance with the interests as set out in the Division Order will be expedited if you will follow the instructions below:

(1) Sign your name or names as shown on the Division Order and have the signature or signatures witnessed by a disinterested party.

(2) Acknowledge your mailing address. If different, please indicate correction.

(3) Include the proper Social Security Number or Tax Identification Number, whichever is applicable.

One fully executed copy of the attached Division Order should be returned to the attention of the undersigned at the address shown above. The other copy is for your records.

If there are any questions regarding the above instructions or the attached Division Order, please contact Carol Thomas.

Yours truly,

GEOSOUTHERN ENERGY CORPORATION

Judi Vinson

Judi Vinson

JV/ct
Enclosures

(713) 836-5203

GEOSOUTHERN ENERGY CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated Jan. 18,1982

covering the Winnie #1 Well, Burleson County, John P. Coles, A-12, Texas

OPERATED BY GEOSOUTHERN ENERGY CORPORATION

NAME	INTEREST	TYPE OF INTEREST
Commissioner, General Land Office, State of Texas	$\frac{80}{160} \times \frac{Y}{5} = .10$ ✓	RI
First National Bank of Fort Worth, Guardian of the Estate of Eleanor Chance Couch, a person of unsound mind	.04166665	RI
Patience Chance Thomason	.03472222	RI
Faver Thomason Hawkins	.00231481	RI
Cynthia Chance Thomason	.00231481	RI
Abigail Chance Thomason	.00231481	RI
Getty Oil Co.	.03333335	OR
Amoco Prod. Co.	.03333335	OR
NRG Exploration	.0250	OR
Ammex Petroleum Corp.	.0250	OR
BEFORE PAYOUT		
GeoSouthern Energy Corp.	.70	WI
AFTER PAYOUT		
GeoSouthern Energy Corp.	.6125	WI
NRG Exploration	.04375	WI
Ammex	.04375	WI

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY OR TAX ACCOUNT NUMBER

ADDRESS: _____

_____

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 19, 1982

Geosouthern Energy Corp.
P. O. Box 95
Brenham, Texas 77833

RE: State Lease M-74151
Winnie #1 Well
John P. Coles, A-12
Burleson County, Texas

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(45)

M. E. 74151
CORRESPONDENCE FILE
To D/O
From
Dated 7-19-82

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 19, 1982

Geosouthern Energy Corp.
P. O. Box 95
Brenham, Texas 77833

RE: State Lease M-74151
Gig' Em #1 Well
John P. Coles A-12
Burleson County, Texas

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(96)

M. F. 74151
CORRESPONDENCE FILE
To
D/O
From
Dated 7-19-82

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
6-29-82	Assignment Fee - Winnie #1	$8.00		$8.00

120699

EMPLOYEE _____

PERIOD ENDING	EARNINGS				TOTAL EARNINGS	DEDUCTIONS					TOTAL DEDUCTIONS	NET PAY
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER		SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX					

V-6

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
1982 7/12	.10/acre fee for second instrument Winnie #1	$8.00		$8.00

171

122481

EMPLOYEE _____

PERIOD ENDING	EARNINGS				TOTAL EARNINGS	DEDUCTIONS					TOTAL DEDUCTIONS	NET PAY
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER		SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX					

V-6

NRG EXPLORATION INC.

11999 Katy Fwy., Suite 450 Houston, Texas 77079

June 29, 1982

Mr. Virgil Morelle
General Land Office
Austin, Texas 78701

Re: Assignment Fee
GeoSouthern Winnie #1

Dear Mr. Morelle,

Please find enclosed a check for the amount of $8.00 representing 10¢ a acre for assignment fee as provided in the Texas A & M lease. We are sending you under separate cover directly from the Clerk's office in Burleson County, Texas certified copies of the assignment of interest from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation and the subsequent assignment for NRG Exploration, Inc. and Ammex Petroleum to GeoSouthern Energy Corporation.

Your cooperation is greatly appreciated.

Yours very truly,

NRG EXPLORATION, INC.

Sharon B. Hillebrandt/kj

Mrs. Sharon B. Hillebrandt
Land Department

SBH/kj

enclosure

74151

$8.00 120699
$8.00 122481

713-870-9397

M. F. 74151

CORRESPONDENCE FILE

To

From NRG Explor., Inc.

Dated 7-2-82 dd

5-5-85

121

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

May 11, 1982

Mr. Max J. Werkenthin
~~Energy Resources Division~~
General Land Office
Austin, Texas 78701

Subject: Gas Division Order, Texas A&M No. 1, Monterrey Petroleum

M-74151

Dear Max:

Enclosed please find the gas division orders which we received from Monterrey Petroleum Corporation for the Texas A&M No. 1 well in Burleson County. Pursuant to our telephone conversation, I am forwarding them to your office so that you may issue the necessary assurance letter to Monterrey.

I would appreciate it if you would copy me on that letter when you send it. Thank you very much for your assistance. Please call me if you have any question.

Very truly yours,

Genevieve Graffeo

Genevieve Graffeo
Staff Attorney

GG:jkl

Enclosure

cc: Mr. W. C. Freeman
Executive Vice Chancellor
for Administration

GAS DIVISION ORDER

To: Monterrey Petroleum Corp.
900 Alamo Savings Tower East
San Antonio, Texas 78209

Lease No. _____

Lease Name Texas A&M #1

Effective Date date of first r

Each of the undersigned, severally but not jointly, certifies and guarantees that he is the legal owner of and hereby warrants title to the interest set out below opposite his name in the proceeds derived from the sale of all oil and/or gas (including liquid hydrocarbons separated or extracted from such gas, if any) produced and sold from the:

Texas A&M #1

which covers and includes the following described land:

See Attached Exhibit "A"

NAME	INTEREST	ADDRESS

See Attached Exhibit "B"

Each of the undersigned agrees as follows:

Effective with first production runs and thereafter until further written notice, either from you or from the undersigned, you are authorized to receive from any purchases of production from said lands and lease(s) the proceeds of sale of such production and to pay or credit the proceeds received by you, after authorized deduction, to the undersigned in accordance with his interest as set forth herein.

In making settlements for the interests of the undersigned in proceeds from the sale of gas, you are authorized to use the net proceeds received by you at the wells when the gas is sold at the wells; but, if sold or used off the premsies, you are authorized to use the market value at the wells but in no event to exceed the net profits received by you from such sale. Settlement therefore shall be made eacl month by mailing to the undersigned a check or draft for the amount due on account of the natural gas delivered during the second preceding calendar month; provided, however, that you may withhold payments without interest, until the total amount payable (including all accruals) shall exceed $10.00, remitting the accumulation annually.

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

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

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

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

This division order is subject to all present or future valid orders, rules, or regulations of any regulatory body having jurisdiction.

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

It is agreed by the undersigned that payments hereunder are according to the terms and provisions of the Oil, Gas and Mineral lease dated January 25, 1977, wherein Texas A&M University is Lessor and Skelly Oil Company is Lessee, recorded at Vol. 20, Page 52 of the Oil and Gas Lease Records of Burleson County Texas

And the undersigned by execution of the Division Order hereby adopt, ratify and confirm all of the terms and provisions of said lease and do hereby lease, grant, demise and let said land and agree that the same shall be binding upon the undersigned, whether or not the undersigned executed the original lease.

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

WITNESSES:

GENERAL LAND OFFICE
STEPHEN F. AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN, TEXAS 78701
TAX I. D. #[redacted]

Social Security or Tax Number

EXHIBIT "A"

That certain Oil, Gas and Sulpher Lease, dated January 25, 1977, wherein Texas A & M University is Lessor and Skelly Oil Company is Lessee, covering 3,192.06 acres, more or less, out of the J. P. Coles 7-1/2 League Grant Survey, A-12 in Burleson County, Texas, said instrument being recorded at Volume 20, upon Page 52 of the Oil and Gas Lease Record of Burleson County, Texas.

INSOFAR AND ONLY INSOFAR AS said lease covers the following lands:

Being all that certain 160.000 acre tract of land out of the John P. Coles 7-1/2 League Grant, Abstract 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A & M College by J. S. Mooring, et al, by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the top most northerly corner of the J. S., Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract:

THENCE S 44° 10' W 500.00' to a point for corner;

THENCE N 18° 30' W 33.33' to a point for corner;

THENCE S 43° 50" W 6911.11' to a point for corner;

THENCE S 45° 30' E 2883.33' to a point for corner;

THENCE S 44° 20' W 1601.78' to a point for corner;

THENCE S 59° 20' E 1705.56' to a point for corner;

THENCE S 42° 50' W 305.56' to a point for corner;

THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract; for 951.42' to the PLACE OF BEGINNING of the herein described tract:

This also being the mosts southerly corner of the Ammex #1-A Texas A & M 160.000 acre unit:

THENCE N 44° 10' E 3461.76' to a point for corner;

THENCE S 45° 50' E 2013.312' to a point for corner;

THENCE S 44° 10' W 3461.76' to a point for corner;

THENCE N 45° 50' W 2013.312' along a southwesterly line of said 2776.36 acre tract, to the PLACE OF BEGINNING of the herein described tract.

EXHIBIT "B"

Texas A&M University System payable to the General Land office of Texas	.2000000 R.I.	*General Land Office Austin, Texas 78701
Amoco Production Company	.0250000 ORRI	P.O. Box 3092 Houston, Texas
Getty Oil Company	.0250000 ORRI	P.O. Box 1404 Houston, Tx. 77001
Ammex Petroleum Inc.	.0250000 ORRI	P.O. Box 164 Midland, Texas 79702
NRG Exploration, Inc.	.0250000 ORRI	11999 Katy Freeway Suite 450 Houston, Texas 77079

*Payments address only.

All correspondence regarding this insterest should be sent to:

Office of the Vice Chancellor for Legal Affairs
Texas A&M University System
319 System Building
College Station, Tx. 77840

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

July 23, 1982

Monterrey Petroleum Corp.
900 Alamo Saving Tower East
San Antonio, Texas 78209

RE: State Lease M-74151
Texas A & M No. 1 well
Burleson County, Texas

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(98)

M. F. 74151
CORRESPONDENCE FILE

To DIVISION ORDER

From

Dated 7-23-82

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

September 15, 1982

GeoSouthern Energy Corporation
P.O. Box 95
Brenham, Texas 77833

Re: Texas A&M University Lease M-74151
"Gig'em" Well #1
John P. Coles Survey, A-12
Burleson County, Texas

Gentlemen:

Please refer to our letter to you dated May 27, 1982, in regard to the captioned well.

It is again requested that you submit to this office the following records as required by your Oil and Gas Lease: Texas Railroad Commission Forms W-2 and W-15. We shall expect to hear from you within fifteen (15) days from the date of this letter.

Please reference file number M-74151 and date of this letter with your reply.

Sincerely yours,

Bob Armstrong

By Elizabeth A. Fox

Elizabeth A. Fox, Geologist
Exploration & Development Division
512-475-6429

EAF/ls

M-74151
ltr to Geo Southern Energy
9-15-82

lo

M-74151

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-2
Rev. 6/12/78

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

API NO. If Available: 42-051-31849

7. RRC District: 3

8. RRC Lease Number:

FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Gig'Em

9. Well Number: #1

OPERATOR: GeoSouthern Energy Corp.

10. County: Burleson

ADDRESS: P.O. Box 95, Brenham, Texas 77833

11. Purpose of Test
Initial Potential [X]
Retest [ ]
Reclass [ ]

If Operator has changed within last 60 days — Give former Operator

Location (Section, Block, and Survey): John P Coles A-12

6b. Distance and Direction to nearest town in this county.: 4.5 Miles NE from Snook, Texas

If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					GR/CCL	10/24/81

POTENTIAL TEST DATA

Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping – Size & Type of Pump)	18. Choke Size
10/29/81	24	Flowing	16/64

	Oil – BBLS	Gas – MCF	Water – BBLS	Gas – Oil Ratio	Flowing Tubing Pressure
Production During Test Period ////	165	990	100	6000	1800 PSI
Calculated 24 /// Hour Rate ////	165	990	100	46	Casing Pressure PKR PSI

Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells):

23. Injection Gas–Oil Ratio: NA

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

Inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 146.14 feet at a measured depth of 9825 feet.

Form W-12 Attached

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Form W-15 Attached

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY | President (TITLE) | 11/12/81 (DATE) | Phone 713 (A/C) 836-5203 (NUMBER)

SECTION II — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

24. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE: 9/9/81 — PERMIT NO: 132796

Rule 37 Exception — CASE NO.

Water Injection Permit — PERMIT NO

Salt Water Disposal Permit — PERMIT NO

Other — PERMIT NO

26. Notice of Intention to Drill this Well was filed in Name of: GeoSouthern Energy Corp.

27. Number of Producing Wells on this Lease in this Field (Reservoir) including this Well: 1

28. Total Number of Acres in this lease: 160

29. Date Plug Back, Deepening, Work Over or Drilling Operations — Commenced: 9/24/81 — Completed:

30. Distance to Nearest Well, Same Lease & Reservoir: 1990 NW

31. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located: 490 Feet From SE Line and 1510 Feet From SW Line of the John P. Coles A-12 Survey Lease

32. Elevation (DF, RKB, RT, GR, ETC): 221' GL

33. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

34. Top of Pay	35. Total Depth	36. P. B. Depth	37. Surface Casing Determined by:	
8830	9825	9626	Field Rules [ ]	Recommendation of T.D.W.R. [X] Dt. of Ltr.
				Railroad Commission (Special) [ ] Dt. of Ltr.

38. Is Well Multiple Completion? NO

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools X — Cable Tools

41. Name of Drilling Contractor: Crawford Drilling

42. Is Cementing Affidavit Attached? [X] Yes [ ] No

CASING RECORD (Report All Strings Set in Well)

CASING SIZE	WT #/ FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL cu. ft.
8 5/8	24#	1998	NO	DW & H(650)	11"	Surface	959
5½	17	9626	NO	65:35 Pozz	7 7/8	7500	484
				(325)			

LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	8990	8990

46. Producing Interval (this completion) Indicate Depth of Perforation or Open Hol

From	9090	To	9190
From		To	
From		To	
From		To	

ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
9090-9190	5000 gal 7½% DS-40 acid 180,000 gal gel x-link w/ 325,000 # sand 300 scf/bbl of nitroge

FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
Pecan Gap	7870		
Austin Chalk	8935		
Eagleford	9190		

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

Field Name (as per RRC Records or Wildcat): Giddings (Austin Chalk)	*2. RRC District: 3
Operator: Geo Southern	*4. County: Burleson
Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Gig'em	*6. Well Number: # 1
Location (Section, Block, and Survey): John P. Coles A-12	

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
Cementing Date			10-18-81			
Size of Drill Bit (inches)			7 7/8			
Estimated % Wash or Hole Enlargement Used in Calculations						
Size of Casing (inches O.D.)			5 1/2 17#			
Top of Liner (if liner used) (ft.)						
Setting Depth of Casing (ft.)			9626			
Type API Class Cement & Amount of Additives Used: a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)	65:35 Pozz 5 #/sk Ckla # 1 + 10% A-5 + 5/10% D-31 + 10 #/s D-7 + 2/10% D-6					
b) In Second Slurry						
c) In Third Slurry						
Sacks of Cement Used: a) In First (Lead) or Only Slurry			325			
b) In Second Slurry						
c) In Third Slurry						
d) Total Sacks of Cement Used			325			
Slurry Volume per Sack of Cement (cu.ft./sack): a) In First (Lead) or Only Slurry			1.49			
b) In Second Slurry						
c) In Third Slurry						
Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) a) In First (Lead) or Only Slurry			484			
b) In Second Slurry						
c) In Third Slurry						
d) Total Slurry Volume Pumped (cu.ft.)			484			
Calculated Annular Height of Cement Slurry Behind Pipe (ft.)						
Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			no			

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
Cementing Date						
Size of Hole or Pipe in which Plug Placed (inches)						
Depth to Bottom of Tubing or Drill Pipe (ft.)						
Sacks of Cement Used (each plug)						
Slurry Volume Pumped (cu. ft.)						
Calculated Top of Plug (ft.)						
Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

Field Name (as per RRC Records or Wildcat) Giddings (Austin Chalk)	*2. RRC District 3
Operator EO SOUTHERN	*4. County BURLESON
Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) IGEM	*6. Well Number #1
Location (Section, Block, and Survey) John P. Coles A-12	

CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
Cementing Date	9/25/81					
Size of Drill Bit (inches)						
Estimated % Wash or Hole Enlargement Used in Calculations						
Size of Casing (inches O.D.)	8 5/8					
Size of Liner (if liner used) (ft.)						
Top Depth of Casing (ft.)	1998					
API Class Cement & Amount of Additives Used: (a) First (Lead) or Only Slurry *(If additional space is needed, use "REMARKS" on reverse side.)*	REMARKS					
(b) Second Slurry	REMARKS					
(c) Third Slurry						
Sacks of Cement Used: (a) In First (Lead) or Only Slurry	400					
(b) In Second Slurry	250					
(c) In Third Slurry						
Total Sacks of Cement Used	650					
Slurry Volume per Sack of Cement (cu.ft./sack): (a) In First (Lead) or Only Slurry						
(b) In Second Slurry						
(c) In Third Slurry						
Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) (a) In First (Lead) or Only Slurry	664					
(b) In Second Slurry	295					
(c) In Third Slurry						
(d) Total Slurry Volume Pumped (cu.ft.)	959					
Calculated Annular Height of Cement Slurry Behind Pipe (ft.)	SURFACE					
Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	YES					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
Cementing Date						
*20 Size of Hole or Pipe in which Plug Placed (inches)						
*21 Depth to Bottom of Tubing or Drill Pipe (ft.)						
22 Sacks of Cement Used (each plug)						
23 Slurry Volume Pumped (cu. ft.)						
24 Calculated Top of Plug (ft.)						
*25 Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

* Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

5. Remarks:

DLW + 3% SALT + 10#/sx KOLITE + .2% D-46

CLASS "H" + 2% CACL + .2% D-46

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Signature of Cementer or Authorized Representative

ARTHUR D. THIBEAULT, SERVICE SUPERVISOR

Name of Person and Title (type or print)

DOWELL DIVISION OF DOW CHEMICAL

Cementing Company

P.O. Box 1299

Street Address or P.O. Box

BRYAN, TEXAS 77806

City, State Zip Code

Telephone 713 779-1073

Area Code

9-25-81

Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

*Signature of Operator or Authorized Representative

Edwin R. Roberts Pres.

*Name of Person and Title (type or print)

GeoSouthern Energy Corp.

*Operator

P.O. Box 95

*Street Address or P.O. Box

Brenham, Texas 77833

*City, State Zip Code

*Telephone 713- 836-5203

Area Code

10/5/81

*Date

INSTRUCTIONS

A. This form shall be filed by the operator in the RRC District Office with:
(1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
(2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
(3) Each copy of Form W-4 if a multiple parallel casing completion.

B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

If setting FULL AMOUNT OF SURFACE CASING:

A. Depth to protect fresh water by:
(1) Field Rule
(2) Texas Water Development Board, if no Field Rule

B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION

If setting NO SURFACE CASING (See Item 4 above):

A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

If setting SHORT SURFACE CASING (See Item 4 above):

A. Cement short surface casing from the shoe to the surface.

B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
(1) the surface, or
(2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

A. Cement to a point at least 600 feet above the casing shoe.

B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING AND ABANDONING:

A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

C. A 10 foot cement plug is required to be placed in top of the well.

RAILROAD COMMISSION OF TEX.
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

6. RRC District: 3
7. RRC Lease Number. (Oil completions only):
8. Well Number: 1
9. RRC Identification Number (Gas completions only):
10. County: Burleson

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)
2. LEASE NAME: Gig'Em
3. OPERATOR: GeoSouthern Energy Corp.
4. ADDRESS: P.O. Box 95 Brenham, Texas 77833
5. LOCATION (Section, Block, and Survey): John P. Coles A-12

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
500	500	3/4	1.31	6.5500	6.5500
988	488	3/4	1.31	6.3928	12.9428
1420	432	1/2	.87	3.7584	16.7012
1881	461	3/4	1.31	6.0391	22.7403
2353	472	1/2	.87	4.1064	26.8467
2822	469	1/2	.87	4.0803	30.9270
3273	451	1 1/4	2.18	9.8318	40.7588
3756	483	1 1/4	2.18	10.5294	51.2882
4228	472	1 1/4	2.18	10.2896	61.5778
4640	412	1 1/4	2.18	8.9816	70.5594
5107	467	1	1.75	8.1725	78.7319
5590	483	1	1.75	8.4525	87.1844
6061	471	1/2	.87	8.0977	91.2821
6537	476	1/2	.87	4.1412	95.4233
7025	488	1/2	.87	4.2456	99.6689
7493	468	1	1.75	8.1900	107.8589

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? [X] yes [ ] no
18. Accumulative total displacement of well bore at total depth of 9823 feet = 146.1425 feet.
*19. Inclination measurements were made in — [ ] Tubing [ ] Casing [ ] Open hole [X] Drill Pipe
20. Distance from surface location of well to the nearest lease line _____ feet.
21. Minimum distance to lease line as prescribed by field rules _____ feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No
(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

J A Wilhelm
Signature of Authorized Representative

J.A. Wilhelm General Manager
Name of Person and Title (type or print)

Crawford Drilling Company
Name of Company

Telephone: 713 (Area Code) 836-1247

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

Signature of Authorized Representative

Name of Person and Title (type or print)

GeoSouthern Energy Corp.
Operator

Telephone: 713 (Area Code) 836-5203

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

RECORD OF INCLINATION (Continued from reverse side)

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
7982	489	1/2	.87	4.2543	112.1132
8480	498	1/2	.87	4.3326	116.4458
8953	473	1/2	.87	4.1151	120.5609
9420	467	1 3/4	3.06	14.2902	134.8511
9789	369	1 3/4	3.06	11.2914	146.1425

If additional space is needed, attach separate sheet and check here. ☐

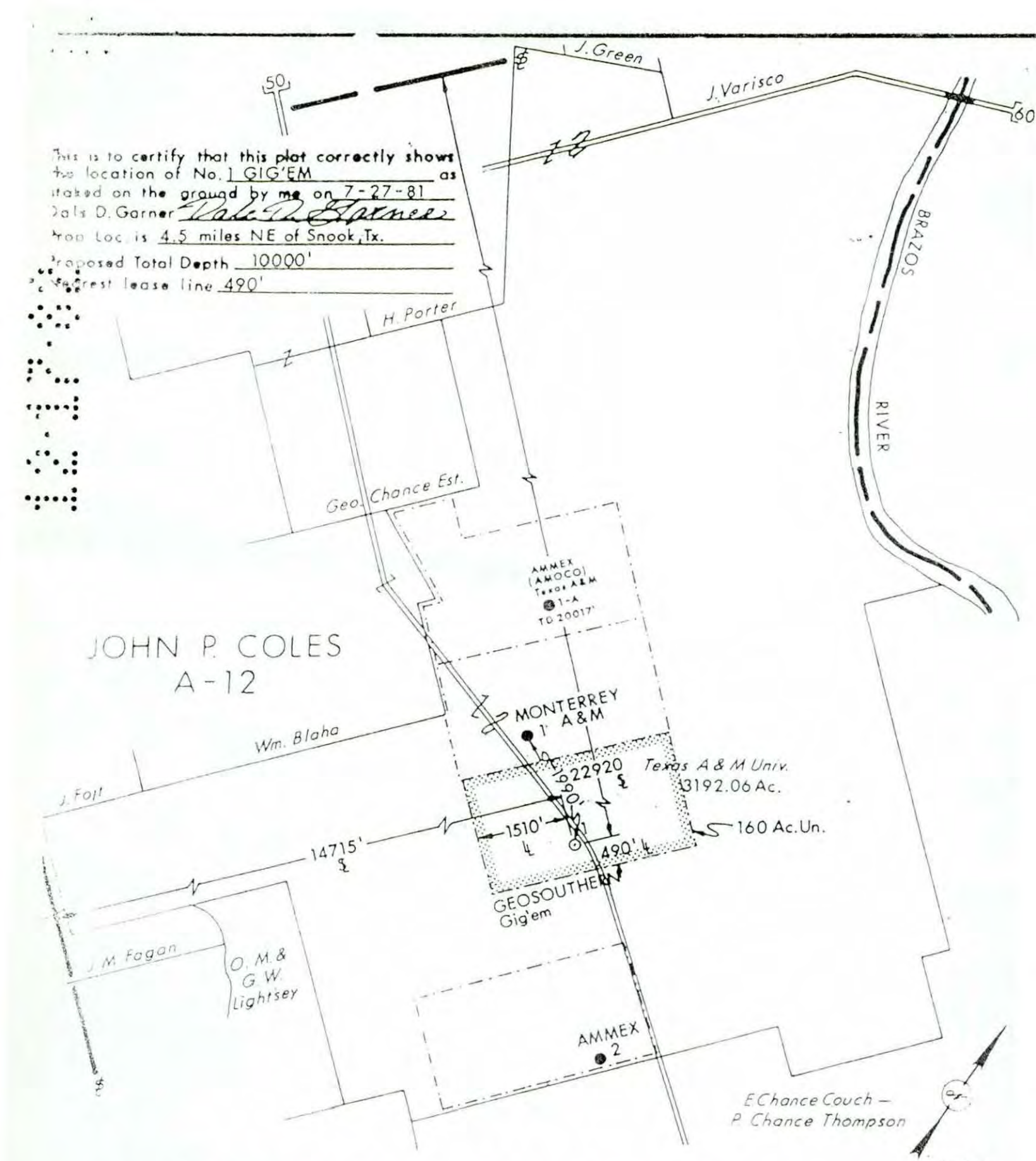
REMARKS: _____

– INSTRUCTIONS –

An inclination survey made by persons or concerns approved by the Commission shall be filed on a form prescribed by the Commission for each well drilled or deepened with rotary tools or when, as a result of any operation, the course of the well is changed. No inclination survey is required on wells that are drilled and completed as dry holes that are plugged and abandoned. (Inclination surveys are required on re-entry of abandoned wells.) Inclination surveys must be made in accordance with the provisions of Statewide Rule 11.

This report shall be filed in the District Office of the Commission for the district in which the well is drilled, by attaching one copy to each appropriate completion for the well. (except Plugging Report)

The Commission may require the submittal of the original charts, graphs, or discs, resulting from the surveys.



GEOSOUTHERN ENERGY CORP.

• 2000 LOOP 290 EAST BRENHAM, TEXAS 77833 (713)836-0034 •
P.O. Box 95

GIG'EM NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 221' GL
— BURLESON CO., TEXAS —

161

GEOSOUTHERN ENERGY CORP.

P O Box 95
BRENHAM, TX.
77833

December 14, 1982

Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Re: Texas A & M University Lease M-74151
"Gig-em'" Well #1
John P. Coles Survey
Burleson County, Texas

Gentlemen:

Pursuant to your letter of May 27, 1982, please find enclosed:

1. W-2 oil well potential test completion report
2. Electric log
3. W-15 cement report

Thank you very much for your cooperation in this matter.

Very truly yours,

GEOSOUTHERN ENERGY CORPORATION

Randolph Roberts

Randolph Roberts
President

RR/kj

enclosure

Sand Log

General Land Office

AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

May 27, 1982

GeoSouthern Energy Corporation
P.O. Box 95
Brenham, Texas 77833

Re: Texas A & M University Lease M-74151
"Gig'em" Well #1
John P. Coles Survey
Burleson County, Texas

Gentlemen:

We note the October 24, 1981, oil completion of the captioned well, however, this office has not received the following records as required by your Oil and Gas Lease: Forms W-2 Oil Well Potential Test Completion Report and Logs, and W-15 Cementing Report.

Please reference file number M-74151 and date of this letter with your reply. Your cooperation will be appreciated.

Sincerely yours,

Bob Armstrong

By Elizabeth A. Fox

Elizabeth A. Fox, Geologist
Exploration & Development Division
512-475-6429

EAF/ls

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

M-74151

FORM W-2
Rev. 6/12/78

API NO. if Available 42-051-31849

7. RRC District: 3

8. RRC Lease Number:

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)

2. LEASE NAME: Gig'Em

9. Well Number: #1

OPERATOR: ecoSouthern Energy Corp.

10. County: Burleson

ADDRESS: P.O. Box 95, Brenham, Texas 77833

11. Purpose of Test: Initial Potential [X] Retest [ ] Reclass [ ]

If operator has changed within last 60 days — Give former Operator

Location (Section, Block, and Survey): John P Coles A-12

6b. Distance and Direction to nearest town in this county: 4.5 Miles NE from Snook, Texas

If workover or reclass, Give Former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
					GR/CCL	10/24/81

POTENTIAL TEST DATA

Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping – Size & Type of Pump)	18. Choke Size
10/29/81	24	Flowing	16/64

	Oil – BBLS	Gas – MCF	Water – BBLS	Gas – Oil Ratio	Flowing Tubing Pressure
Production During Test Period	165	990	100	6000	1800 PSI
Calculated 24 Hour Rate	165	990	100	Oil Gravity – API – 60° 46	Casing Pressure PKR PSI

Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells)

23. Injection Gas–Oil Ratio: NA

TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

Deviation survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was 146.14 feet at a measured depth of 9825 feet.

Form W-12 Attached

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Form W-15 Attached

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY | President TITLE | 11/12/81 DATE | Phone 713 A/C | 836-5203 NUMBER

TION II — DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

e of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE 9/9/81 — PERMIT NO 132796

Rule 37 Exception — CASE NO.

e of Intention to Drill this Well was filed in Name of: GeoSouthern Energy Corp.

Water Injection Permit — PERMIT NO

mber of Producing Wells on this Lease in s Field (Reservoir) including this Well: 1

28. Total Number of Acres in this lease: 160

Salt Water Disposal Permit — PERMIT NO

Other — PERMIT NO

e Plug Back, Deepening, kOver or Drilling rations	Commenced	Completed	30. Distance to Nearest Well, Same Lease & Reservoir
	9/24/81		1990 NW

ation of Well, Relative to Nearest Lease Boundaries: 490 Feet From SE Line and 1510 Feet From
ease on which this Well is Located: SW Line of the John P. Coles A-12 Survey Lease

vation (DF, RKB, RT, GR, ETC): 221' GL

33. Was Directional Survey Made Other Than Inclination (Form W-12)? [ ] Yes [X] No

e of Pay	35. Total Depth	36. P. B. Depth	37. Surface Casing Determined by:	Field Rules [ ]	Recommendation of T.D.W.R. [X]	Dt. of Ltr.
8830	9825	9626			Railroad Commission (Special) [ ]	Dt. of Ltr.

ell Multiple Completion? NO

39. If Multiple Completion List All Reservoir Names (Completions in this Well) and Oil Lease or Gas ID No.

FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #

40. Intervals Drilled by: Rotary Tools: X Cable Tools:

e of Drilling Contractor: Crawford Drilling

42. Is Cementing Affidavit Attached? [X] Yes [ ] No

CASING RECORD (Report All Strings Set in Well)

ASING SIZE	WT #/ FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (Sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL cu. ft.
8 5/8	24#	1998	NO	DWL & H(650)	11"	Surface	959
5½	17	9626	NO	65:35 Pozz	7 7/8	7500	484
				(325)			

LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

TUBING RECORD

Size	Depth Set	Packer Set
2 3/8	8990	8990

46. Producing Interval (this completion) Indicate Depth of Perforation or Open Hol

From	9090	To	9190
From		To	
From		To	
From		To	

ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used
9090-9190	5000 gal 7½% DS-40 acid 180,000 gal gel x-link w/ 325,000 # sand 300 scf/bbl of nitroge

FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth
ecan Gap	7870		
ustin Chalk	8935		
agleford	9190		

RKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

Field Name (as per RRC Records or Wildcat) Giddings (Austin Chalk)	*2. RRC District 3
Operator O SOUTHERN	*4. County BURLESON
Lease Name(s) and RRC Lease Number(s) or I. D. Number(s) GEM	*6. Well Number #1
Location (Section, Block, and Survey) John P. Coles A-12	

CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
Cementing Date	9/25/81					
Size of Drill Bit (inches)						
Estimated % Wash or Hole Enlargement Used in Calculations						
Size Casing (inches O.D.)	8 5/8					
Size Liner (if liner used) (ft.)						
Top Depth of Casing (ft.)	1998					
API Class Cement & Amount of Additives Used: In First (Lead) or Only Slurry *(If additional space needed, use "REMARKS" on reverse side.)*	REMARKS					
In Second Slurry	REMARKS					
In Third Slurry						
Sacks of Cement Used: In First (Lead) or Only Slurry	400					
In Second Slurry	250					
In Third Slurry						
Total Sacks of Cement Used	650					
Slurry Volume per Sack of Cement (cu.ft./sack): In First (Lead) or Only Slurry						
In Second Slurry						
In Third Slurry						
Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) In First (Lead) or Only Slurry	664					
In Second Slurry	295					
In Third Slurry						
Total Slurry Volume Pumped (cu.ft.)	959					
Calculated Annular Height of Cement Slurry Behind Pipe (ft.)	SURFACE					
Is cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)	YES					

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
Cementing Date						
Size of Hole or Pipe in which Plug Placed (inches)						
Depth to Bottom of Tubing or Drill Pipe (ft.)						
Sacks of Cement Used (each plug)						
Slurry Volume Pumped (cu. ft.)						
Calculated Top of Plug (ft.)						
Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

*Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

5. Remarks:

DLW + 3% SALT + 10#/SX KOLITE + .2% D-46

CLASS "H" + 2% CACL + .2% D-46

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Signature of Cementer or Authorized Representative

ARTHUR D. THIBEAULT, SERVICE SUPERVISOR

Name of Person and Title (type or print)

DOWELL DIVISION OF DOW CHEMICAL

Cementing Company

P.O. Box 1299

Address or P.O. Box

BRYAN, TEXAS 77806

City, State Zip Code

713 779-1073

Area Code

9-25-81

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

*Signature of Operator or Authorized Representative

Edwin R. Roberts Pres.

*Name of Person and Title (type or print)

GeoSouthern Energy Corp.

*Operator

P.O. Box 95

*Street Address or P.O. Box

Brenham, Texas 77833

*City, State Zip Code

*Telephone 713- 836-5203

Area Code

10/5/81

*Date

INSTRUCTIONS

A. This form shall be filed by the operator in the RRC District Office with:
(1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
(2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
(3) Each copy of Form W-4 if a multiple parallel casing completion.

B. At least an original and one copy of this form shall be filed for each cementing company used on a well.

C. The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

If setting FULL AMOUNT OF SURFACE CASING:

A. Depth to protect fresh water by:
(1) Field Rule
(2) Texas Water Development Board, if no Field Rule 828

B. Set surface casing below depth to be protected and cement from casing shoe to ground surface.

IF SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION

If setting NO SURFACE CASING (See Item 4 above):

A. If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

B. If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

If setting SHORT SURFACE CASING (See Item 4 above.):

A. Cement short surface casing from the shoe to the surface.

B. Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
(1) the surface, or
(2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

A. Cement to a point at least 600 feet above the casing shoe.

B. When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING AND ABANDONING:

A. Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

B. The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

C. A 10 foot cement plug is required to be placed in top of the well.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W - 15
(Rev. 5-1-80)

CEMENTING REPORT

Field Name (as per RRC Records or Wildcat): Giddings (Austin Chalk)	*2. RRC District: 3
Operator: Geo Southern	*4. County: Burleson
Lease Name(s) and RRC Lease Number(s) or I. D. Number(s): Gig'em	*6. Well Number: # 1
Location (Section, Block, and Survey): John P. Coles A-12	

CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
Cementing Date			10-18-81			
Size of Drill Bit (inches)			7 7/8			
Estimated % Wash or Hole Enlargement Used in Calculations						
Size of Casing (inches O.D.)			5 1/2 17#			
Top of Liner (if liner used) (ft.)						
Setting Depth of Casing (ft.)			9626			
Type API Class Cement & Amount of Additives Used: a) In First (Lead) or Only Slurry (If additional space is needed, use "REMARKS" on reverse side.)	65:35 Pozz 5 #/sk Okla # 1 + 10% A-5 + D-7 + 2/10% D-6				5/10% +D-31 + 10 #/	
b) In Second Slurry						
c) In Third Slurry						
Sacks of Cement Used: a) In First (Lead) or Only Slurry			325			
b) In Second Slurry						
c) In Third Slurry						
d) Total Sacks of Cement Used			325			
Slurry Volume per Sack of Cement (cu.ft./sack): a) In First (Lead) or Only Slurry			1.49			
b) In Second Slurry						
c) In Third Slurry						
Volume of Slurry Pumped: (cu. ft.) (Item 14 x Item 15) a) In First (Lead) or Only Slurry			484			
b) In Second Slurry						
c) In Third Slurry						
d) Total Slurry Volume Pumped (cu.ft.)			484			
Calculated Annular Height of Cement Slurry Behind Pipe (ft.)						
Was cement circulated to ground surface (or bottom of cellar) outside casing? (Yes or No)			no			

CEMENTING TO PLUG AND ABANDON DATA:	PLUG NO. 1	PLUG NO. 2	PLUG NO. 3	PLUG NO. 4	PLUG NO. 5	PLUG NO. 6
Cementing Date						
Size of Hole or Pipe in which Plug Placed (inches)						
Depth to Bottom of Tubing or Drill Pipe (ft.)						
Sacks of Cement Used (each plug)						
Slurry Volume Pumped (cu. ft.)						
Calculated Top of Plug (ft.)						
Measured Top of Plug (if tagged) (ft.)						

(CEMENTING COMPANY AND OPERATOR MUST COMPLY WITH THE INSTRUCTIONS ON REVERSE SIDE HEREOF.)

– OVER –

*Designates items to be completed by Operator. Items not so designated shall be completed by Cementing Company.

Remarks:

Geo Southern
P.O. Box 95
Brenham, Texas 77833
Gig'em # 1, Burleson County, Texas

*27. Remarks:

CEMENTING COMPANY

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that the cementing of casing and/or plugging of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers cementing data only.

Tommy Thompson
Signature of Cementer or Authorized Representative

Tommy Thompson, Jr.,
Name of Person and Title (type or print)

B.J. Hughes, Inc.
Cementing Company

P.O. Box 3579
Address or P.O. Box

Bryan, Texas 77805
State Zip Code

Telephone 713 775-1800
Area Code

10-18-81
Date

*OPERATOR

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all well data and information presented herein.

E. Randolph Roberts
*Signature of Operator or Authorized Representative

E. Randolph Roberts - President
*Name of Person and Title (type or print)

GeoSouthern Energy Corp.
*Operator

P.O. Box 95
*Street Address or P.O. Box

Brenham, Texas 77833
*City, State Zip Code

*Telephone 713 836-5203
Area Code

10/30/81
*Date

INSTRUCTIONS

This form shall be filed by the operator in the RRC District Office with:
(1) Each copy of an initial Form G-1 or W-2 if a cementing report is required by Statewide or Special Rules, or if exception is needed to cementing requirements in Statewide or Special Rules; unless the Form G-1 or W-2 is signed by the cementing company representative.
(2) Each copy of Form W-3; unless the Form W-3 is signed by the cementing company representative.
(3) Each copy of Form W-4 if a multiple parallel casing completion.

At least an original and one copy of this form shall be filed for each cementing company used on a well.

The cementing of different casing strings on a well by one cementing company may be consolidated on one form (to be filed in duplicate).

Cementing Company and Operator shall comply with the applicable portions of Statewide Rules 8, 13, and 14. For offshore operations, Cementing Company and Operator shall comply with Statewide Rule 13(E).

Setting FULL AMOUNT OF SURFACE CASING:

Set to depth to protect fresh water by:
(1) Field Rule
(2) Texas Water Development Board, if no Field Rule

Set surface casing below depth to be protected and cement from casing shoe to ground surface.

SETTING ANYTHING OTHER THAN THE FULL AMOUNT OF SURFACE CASING, PERMISSION SHALL BE OBTAINED FROM THE RAILROAD COMMISSION.

Setting NO SURFACE CASING (See item 4 above):

If no multi-stage tool is used, the next deeper casing string shall be cemented from the casing shoe to the surface.

If using the multi-stage tool on the next deeper string, cement from the depth that protects fresh water sands to the surface.

Setting SHORT SURFACE CASING: (See item 4 above.):

Cement short surface casing from the shoe to the surface.

Whether the multi-stage tool is or is not used on the next deeper casing string, cement from the depth that protects fresh water sands to:
(1) the surface, or
(2) a point midway between shoe of surface string and the surface. Compliance will be considered if a temperature survey shows that the top of the cement is at least one-third of the distance from the shoe of the surface string to the surface.

Setting PRODUCTION STRING of Casing: (Statewide Rules; Special Rules may vary.)

Cement to a point at least 600 feet above the casing shoe.

When 3,000 feet or more of pipe is set for the production or protecting string, a minimum of 30 feet of cement shall be left inside the pipe.

PLUGGING AND ABANDONING:

Cement plugs shall be placed in the well bore as required by Rules and Regulations of the Commission plus any additional plugs as may be specified by the RRC District Director.

The minimum amount of cement normally used in each plug shall be a slurry volume equal to the amount necessary to fill the calculated volume of 100 feet of the hole in which the plug is placed.

A 10 foot cement plug is required to be placed in the top of the well.

RAILROAD COMMISSION OF TEX.
OIL AND GAS DIVISION

Form W-12
(1-1-71)

INCLINATION REPORT
(One Copy Must Be Filed With Each Completion Report.)

6. RRC District: 3
7. RRC Lease Number. (Oil completions only):
8. Well Number: 1
9. RRC Identification Number (Gas completions only):
10. County: Burleson

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk)
2. LEASE NAME: Gig'Em
3. OPERATOR: GeoSouthern Energy Corp.
4. ADDRESS: P.O. Box 95 Brenham, Texas 77833
5. LOCATION (Section, Block, and Survey): John P. Coles A-12

RECORD OF INCLINATION

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
500	500	3/4	1.31	6.5500	6.5500
988	488	3/4	1.31	6.3928	12.9428
1420	432	1/2	.87	3.7584	16.7012
1881	461	3/4	1.31	6.0391	22.7403
2353	472	1/2	.87	4.1064	26.8467
2822	469	1/2	.87	4.0803	30.9270
3273	451	1 1/4	2.18	9.8318	40.7588
3756	483	1 1/4	2.18	10.5294	51.2882
4228	472	1 1/4	2.18	10.2896	61.5778
4640	412	1 1/4	2.18	8.9816	70.5594
5107	467	1	1.75	8.1725	78.7319
5590	483	1	1.75	8.4525	87.1844
6061	471	1/2	.87	8.0977	91.2821
6537	476	1/2	.87	4.1412	95.4233
7025	488	1/2	.87	4.2456	99.6689
7493	468	1	1.75	8.1900	107.8589

If additional space is needed, use the reverse side of this form.

17. Is any information shown on the reverse side of this form? [X] yes [ ] no
18. Accumulative total displacement of well bore at total depth of 9823 feet = 146.1425 feet.
*19. Inclination measurements were made in – [ ] Tubing [ ] Casing [ ] Open hole [X] Drill Pipe
20. Distance from surface location of well to the nearest lease line _____ feet.
21. Minimum distance to lease line as prescribed by field rules _____ feet.
22. Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? No
(If the answer to the above question is "yes", attach written explanation of the circumstances.)

INCLINATION DATA CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.

J A Wilhelm
Signature of Authorized Representative

J.A. Wilhelm General Manager
Name of Person and Title (type or print)

Crawford Drilling Company
Name of Company

Telephone: 713 (Area Code) 836-1247

OPERATOR CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information presented in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item numbers on this form.

M Rayne Greer
Signature of Authorized Representative

Name of Person and Title (type or print)

GeoSouthern Energy Corp.
Operator

Telephone: 713 (Area Code) 836-5203

Railroad Commission Use Only:

Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.

RECORD OF INCLINATION (Continued from reverse side)

*11. Measured Depth (feet)	12. Course Length (Hundreds of feet)	*13. Angle of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle X100)	15. Course Displacement (feet)	16. Accumulative Displacement (feet)
7982	489	1/2	.87	4.2543	112.1132
8480	498	1/2	.87	4.3326	116.4458
8953	473	1/2	.87	4.1151	120.5609
9420	467	1 3/4	3.06	14.2902	134.8511
9789	369	1 3/4	3.06	11.2914	146.1425

If additional space is needed, attach separate sheet and check here. ☐

REMARKS: _____

– INSTRUCTIONS –

An inclination survey made by persons or concerns approved by the Commission shall be filed on a form prescribed by the Commission for each well drilled or deepened with rotary tools or when, as a result of any operation, the course of the well is changed. No inclination survey is required on wells that are drilled and completed as dry holes that are plugged and abandoned. (Inclination surveys are required on re-entry of abandoned wells.) Inclination surveys must be made in accordance with the provisions of Statewide Rule 11.

This report shall be filed in the District Office of the Commission for the district in which the well is drilled; by attaching one copy to each appropriate completion for the well. (except Plugging Report)

The Commission may require the submittal of the original charts, graphs, or discs, resulting from the surveys.

GEOSOUTHERN ENERGY CORP.

• 2000 LOOP 290 EAST BRENHAM, TEXAS 77833 (713)836-0034 •
P.O. Box 95

GIG'EM NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 221' GL
— BURLESON CO., TEXAS —

161

GEOSOUTHERN ENERGY CORP.
P O Box 95
BRENHAM, TX.
77833

September 16, 1982

General Land Office
Elizabeth A. Fox, Geologist
Exploration & Development Div.
Austin, Texas 78701

Re: Texas A & M Leas M-74151
Gig'Em #1 Well
John P. Coles Survey, A-12
Burleson County, Texas

Dear Ms. Fox:

Please refer to your letter dated September 15, 1982, in regard to the captioned well.

Enclosed please find a copy of the Railroad Commission Forms W-2 and W-15.

Sincerely Yours,

GEOSOUTHERN ENERGY CORPORATION

Judi Vinson

Judi Vinson

Enclosures

(713) 836-5203

(100)

M. F. 74151
WELL #1 "Gig 'Em" COMPLETION REPORT
BOB ARMSTRONG, COMMISSIONER
FILED 9-21-82 BY EF

8-18-83

ASSIGNMENT OF OIL AND GAS LEASES

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

THAT, NRG EXPLORATION, INC., 11999 KATY FWY., SUITE 450, HOUSTON, TEXAS 77079 and AMMEX PETROLEUM CORPORATION, POST OFFICE BOX 10507, MIDLAND, TEXAS 79702, sometimes hereafter referred to as "Assignors", for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, bargain, sell, transfer, assign and convey unto GEOSOUTHERN ENERGY CORPORATION, POST OFFICE BOX 95, BRENHAM, TEXAS 77833, its legal representatives and assigns, sometimes hereafter referred to as "Assignee", all of their right, title and interest in and to certain oil and gas leases described on Exhibit "A" which exhibit is attached hereto and made a part hereof for all purposes, from the surface down to 100 feet below the stratigraphic equivalent of the 9,799 feet drilled in the GEOSOUTHERN ENERGY CORPORATION - GIG'EM NO. 1 WELL, subject to the reservations, terms and conditions hereinafter set forth, insofar as, but only insofar as, said oil and gas leses cover the lands described as follows:

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey Abstrct 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J. S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract:

THENCE S 44° 10' W 500.00' to a point for corner:

THENCE N 18° 30' W 33.33' to a point for corner:

THENCE S 43° 50' W 6911.11' to a point for corner:

THENCE S 45° 30' E 2883.33' to a point for corner:

THENCE S 44° 20' W 1601.78' to a point for corner:

THENCE S 59° 20' E 1705.56' to a point for corner:

THENCE S 42° 50' W 305.56' to a point for corner:

THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract for 2964.732' and extension thereof to the place of beginning of the herein described tract. This also being the most southerly corner of the Monterrey A&M Unit #1:

THENCE N 44° 10' E 3461.760' to a point for corner:

THENCE S 45° 50' E 2013.312' to a point for corner:

THENCE S 44° 10' W 3461.760' to a point for corner:

THENCE N 45° 50' W 2013.312' to the place of beginning of the herein described tract.

ASSIGNORS hereby except and reserve unto themselves an over-riding royalty equal to thirty percent of eight-eights (30% of 8/8ths) which shall be burdened and charged with all royalties, overriding royalty interests, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, which are of record as of this date.

ASSIGNORS further shall receive a 12-1/2% working interest after payout. Payout is defined as the day when the value of or proceeds received from net production from each test well shall equal the cost of drilling, testing, completing, equipping and operating the well.

FOR THE SAME consideration recited above, the undersigned agree that without further approval of the undersigned, this Assignment provides that the leases described on the attached Exhibit "A" or any portion thereof may be pooled or unitized with other lands or leases to form one or more pooled units in accordance with the pooling authority granted by the leases and also in accordance with any agreement subsequently obtained by the owner of the leases from lessors with reference to pooling.

AND FOR THE SAME consideration, the undersigned do covenant with said Assignee, its heirs, successors and assigns that Assignors are the lawful owners as aforesaid of the said leases and rights and interests thereunder hereby asigned and of the said personal property thereon or used in conection therewith, that all rentals and royalties due and payable thereunder have been duly paid and that the interests created by said oil, gas and mineral leases have not been encumbered except as may be above specified.

EXECUTED and DELIVERED this 11th day of August, 1982.

ASSIGNORS:

NRG EXPLORATION, INC.

BY: Stanley L. King
Stanley L. King, Secretary

AMMEX PETROLEUM, INC.

BY: George Bishop
George Bishop

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stanley L. King, Secretary of NRG Exploration, Inc. a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 1982.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT
Printed Name of Notary

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared George Bishop, Agent of Ammex Petroleum, Inc. a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 1982.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT
Printed Name of Notary

EXHIBIT "A"

L. Oil, Gas and Mineral Lease dated January 25, 1977 by and between Texas A&M Univeristy System, Lessor, and Skelly Oil company, Lessee, recorded in Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas.

101

74151

Assignment

10-27-82

Bert Armstrong, Commissioner ES

RECEIVED AS STATED
$10.00

Date 12-7-82

Ref No. 40088

LAND OFFICE

RECEIVED AS STATED
$16.00

Date 11-12-82

Ref No. 34370

LAND OFFICE

1425 Lake Front Circle, Suite 200 The Woodlands, Texas 77380

May 5, 1983

V. C. Morelle, Attorney
1700 North Congress Avenue
Austin, Texas 78701

ATTN: Oil and Gas Division

RE: Assignment of Oil and Gas Lease
State Lease M-74151
Texas A & M
Burleson County, Texas

Dear Mr. Morelle:

Pursuant to your letter dated April 15, 1983, enclosed are the original recorded copies of the following instruments:

1. Assignment of Oil and Gas Lease from NRG Exploration Inc. and Amex Petroleum Corporation to GeoSouthern Energy Corporation, dated August 11, 1982.

2. Ratification of Assignment by Dr. Arthur G. Hansen, Chancellor, The Texas A&M University System, dated November 23, 1982.

As you recall, these instruments wer furnished to our office so that we could have them recorded for title purposes.

I certainly appreciate your cooperation in this matter.

Very truly yours,

NRG EXPLORATION, INC.

Edwinna L. Plemons

/ep

enclosures

cc: Genevieve Graffeo
Texas A&M University System
w/encls.

(713) 363-9161

2156

ASSIGNMENT OF OIL AND GAS LEASES

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

THAT, NRG EXPLORATION, INC., 11999 KATY FWY., SUITE 450, HOUSTON, TEXAS 77079 and AMMEX PETROLEUM CORPORATION, POST OFFICE BOX 10507, MIDLAND, TEXAS 79702, sometimes hereafter referred to as "Assignors", for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, bargain, sell, transfer, assign and convey unto GEOSOUTHERN ENERGY CORPORATION, POST OFFICE BOX 95, BRENHAM, TEXAS 77833, its legal representatives and assigns, sometimes hereafter referred to as "Assignee", all of their right, title and interest in and to certain oil and gas leases described on Exhibit "A" which exhibit is attached hereto and made a part hereof for all purposes, from the surface down to 100 feet below the stratigraphic equivalent of the 9,799 feet drilled in the GEOSOUTHERN ENERGY CORPORATION - GIG'EM NO. 1 WELL, subject to the reservations, terms and conditions hereinafter set forth, insofar as, but only insofar as, said oil and gas leses cover the lands described as follows:

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey Abstrct 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J. S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract:

THENCE S 44° 10' W 500.00' to a point for corner:

THENCE N 18° 30' W 33.33' to a point for corner:

THENCE S 43° 50' W 6911.11' to a point for corner:

THENCE S 45° 30' E 2883.33' to a point for corner:

THENCE S 44° 20' W 1601.78' to a point for corner:

THENCE S 59° 20' E 1705.56' to a point for corner:

THENCE S 42° 50' W 305.56' to a point for corner:

THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract for 2964.732' and extension thereof to the place of beginning of the herein described tract. This also being the most southerly corner of the Monterrey A&M Unit #1:

THENCE N 44° 10' E 3461.760' to a point for corner:

THENCE S 45° 50' E 2013.312' to a point for corner:

THENCE S 44° 10' W 3461.760' to a point for corner:

THENCE N 45° 50' W 2013.312' to the place of beginning of the herein described tract.

ASSIGNORS hereby except and reserve unto themselves an overriding royalty equal to thirty percent of eight-eights (30% of 8/8ths) which shall be burdened and charged with all royalties, overriding royalty interests, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, which are of record as of this date.

ASSIGNORS further shall receive a 12-1/2% working interest after payout. Payout is defined as the day when the value of or proceeds received from net production from each test well shall equal the cost of drilling, testing, completing, equipping and operating the well.

FOR THE SAME consideration recited above, the undersigned agree that without further approval of the undersigned, this Assignment provides that the leases described on the attached Exhibit "A" or any portion thereof may be pooled or unitized with other lands or leases to form one or more pooled units in accordance with the pooling authority granted by the leases and also in accordance with any agreement subsequently obtained by the owner of the leases from lessors with reference to pooling.

AND FOR THE SAME consideration, the undersigned do covenant with said Assignee, its heirs, successors and assigns that Assignors are the lawful owners as aforesaid of the said leases and rights and interests thereunder hereby asigned and of the said personal property thereon or used in conection therewith, that all rentals and royalties due and payable thereunder have been duly paid and that the interests created by said oil, gas and mineral leases have not been encumbered except as may be above specified.

EXECUTED and DELIVERED this 11th day of August, 1982.

ASSIGNORS:

NRG EXPLORATION, INC.

BY: Stanley L. King
Stanley L. King, Secretary

AMMEX PETROLEUM, INC.

BY: George Bishop
AGENT George Bishop

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stanley L. King, Secretary of NRG Exploration, Inc. a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 1982.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT
Printed Name of Notary

NOTARY PUBLIC · COUNTY OF HARRIS · TEXAS

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared George Bishop, Agent of Ammex Petroleum, Inc. a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 1982.

Sharon B. Hillebrandt
Notary Public in and for
Harris County, Texas

My Commission Expires:

8/20/85

SHARON B. HILLEBRANDT
Printed Name of Notary

NOTARY PUBLIC · COUNTY OF HARRIS · TEXAS

VOL 103 PAGE 674

THE STATE OF TEXAS

COUNTY OF BURLESON

I, EVELYN M. HENRY, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19 DAY OF April, 19 83, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 25 DAY OF April, 19 83, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 103, PAGE 672-675

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Janet W. Dalbreath DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

EXHIBIT "A"

L. Oil, Gas and Mineral Lease dated January 25, 1977 by and between Texas A&M Univeristy System, Lessor, and Skelly Oil company, Lessee, recorded in Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas.

FILED FOR RECORD
at 9:00 o'clock A M
APR 19 1983
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO. TEX.
By Janet W Galbreath Deputy

VOL 103 PAGE 675

2156 (101)

M 74151

Assignment

File Dated 10-27-82

Bob Armstrong, Commissioner ES

RECEIVED AS STATED
$10.00

Date 12-7-82
Reg No. 40088

GENERAL LAND OFFICE

RECEIVED AS STATED
$16.00

Date 11-12-82
Reg No. 34370

GENERAL LAND OFFICE

FILED FOR RECORD
9:00 AM
APR 19 1983
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
BY Janet W. Galbreath Deputy

NRG Exploration Inc.
1425 LAKE FRONT CIRCLE, SUITE 200
THE WOODLANDS, TEXAS 77380

#9.00

MLP/ard
7-27-82

ASSIGNMENT OF OIL AND GAS LEASE

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

THAT, GETTY OIL COMPANY, a Delaware corporation, and AMOCO PRODUCTION COMPANY, sometimes hereafter referred to as "Assignors," for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, bargain, sell, transfer, assign and convey unto NRG EXPLORATION, INC., 11999 Katy Fwy., Suite 450, Houston, Texas 77079 and AMMEX PETROLEUM CORPORATION, P.O. Box 164, Midland, Texas 79702, their legal representatives and assigns, sometimes hereafter referred to as "Assignees," all of their right, title and interest in and to that certain oil and gas lease executed on January 25, 1977, from Texas A&M University System, Lessor, to Skelly Oil Company, Lessee, recorded in Book 20, Page 52 of the records of Burleson County, Texas, from the surface down to 100 feet below the stratigraphic equivalent of the 9,798 feet drilled in the GeoSouthern Energy Corporation - Gig'em No. 1 well, subject to the reservations, terms, and conditions hereinafter set forth, insofar as, but only insofar as, said oil and gas lease covers the lands described as follows:

> Being all that certain 160.000 acre tract of land out of the John P. Coles Survey Abstract 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J. S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J.S. Mooring Plantation, said point being the beginning point for the above-described 2776.36 acre tract:

THENCE S 44° 10' W 500.00' to a point for corner;
THENCE N 18° 30' W 33.33' to a point for corner;
THENCE S 43° 50' W 6911.11' to a point for corner;
THENCE S 45° 30' E 2883.33' to a point for corner;
THENCE S 44° 20' W 1601.78' to a point for corner;
THENCE S 59° 20' E 1705.56' to a point for corner;
THENCE S 42° 50' W 305.56' to a point for corner;
THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract for 2964.732' and extension thereof to the place of beginning of the herein described tract.
This also being the most southerly corner of the Monterrey A&M Unit #1;
THENCE N 44° 10' E 3461.760' to a point for corner;
THENCE S 45° 50' E 2013.312' to a point for corner;
THENCE S 44° 10' W 3461.760' to a point for corner;
THENCE N 45° 50' W 2013.312' to the place of beginning of the herein described tract.

There is expressly excepted herefrom and reserved unto Assignors, their successors and assigns, all leasehold rights under the hereinabove-described 160-acre tract insofar as said rights cover and affect depths occurring more than 100 feet below the stratigraphic equivalent of the 9,798 feet drilled in the GeoSouthern Energy Corp. - Gig'em No. 1 Well.

Assignors further except and reserve unto themselves their successors and assigns, in equal shares, an overriding royalty on production from the premises herein assigned equal to Twenty-five Percent (25%) of all oil, gas and other minerals that may be produced therefrom, subject to and burdened with any presently effective royalties, overriding royalties, production payments, and other like interests payable out of production from

the acreage and depths so assigned. Said overriding royalty shall be free to Assignors of all production, gathering, compression, dehydration, trucking, transportation, marketing, treating or other costs and taxes, except production, severance and windfall profit taxes. In the event the leasehold interest herein assigned, without regard to any existing overriding royalties, production payments or other like interests in the production or revenue, is less than the full leasehold interest in the depth assigned, then the overriding royalty reserved herein, including all obligations appurtenant thereto, shall be proportionately reduced.

Assignees shall make all delay rental, shut-in, or other payments of any kind or character which may accrue under the terms of the above-described lease after receipt of this assignment. However, in the event Assignees elect not to make any such payment that may become due under said leases, Assignees shall give Assignors forty-five (45) days' written notice of their intention to surrender the acreage involved and, at Assignors' option, Assignees shall reassign said acreage to Assignors not less than thirty (30) days prior to the due date of said payment.

If a commercial producer of oil or gas is completed as an offset to the acreage assigned hereby Assignees agree to commence in accordance with the terms of the above-described oil and gas lease, but in no event later than sixty (60) days thereafter, operations for the drilling of a well as an offset thereto on the above-described lease. In the event Assignees fail to commence and drill any required offset as provided herein, Assignors

shall have the option of receiving from Assignees reassignment of the undeveloped portion of the above-described acreage.

Assignors shall have no control over the well(s) which shall be drilled, plugged and/or completed at Assignees' sole cost, risk and expense; and the drilling or any subsequent operations in connection therewith shall not be considered as a joint undertaking, mining or otherwise, and Assignors shall not be liable for any part of the cost; and Assignees agree to protect, indemnify and save Assignors harmless from all liens, claims, demands and causes of action arising directly or indirectly in connection with such operations.

If any well on the leases covered hereby, or any well on tracts of land with which said leases are pooled, is completed as a commercial producer of oil or gas, and ceases to produce, Assignees shall notify Assignors no later than fifteen (15) days from the date of cessation of production. Such notification shall also include the reasons that the well is off production and Assignees' plans for re-establishing production or plugging the well. If Assignees plan remedial action, Assignees shall keep Assignors advised as to the status of Assignees work, such notification to be sent to Assignors on each Monday following the original notification until the well is placed back on production.

If any well on the assigned acreage is completed as a commercial producer of oil or gas, Assignees shall notify Assignors when and at such time as they desire to discontinue operations and plug the well or wells and release,

surrender, or abandon such acreage in whole or in part. Assignors shall have thirty (30) days after receipt of such written notice within which to check the property and notify Assignees whether or not they desire to take over the acreage or part thereof to be abandoned at the then salvage value of the material, equipment and supplies thereon. If the Assignors elect to take over the well or wells and acreage or part thereof under this option, Assignees shall within ten (10) days thereafter deliver properly executed assignment, satisfactory evidence of title and possession of the property for which Assignors shall make prompt payment.

Assignees shall have no authority to pool or unitize the lease, leases or interests assigned to Assignees with other lands, leases or interests in such manner as to affect Assignors' rights and interest without first obtaining Assignors' written consent.

Assignors shall have the right and option, but not the obligation, upon thirty (30) days' written notice to purchase the liquid production as to the interest retained by Assignors at the going market price established in the area by the principal purchasers. Having elected to purchase the liquid production, Assignors shall have the right to discontinue purchasing it at any time by giving thirty (30) days' written notice and shall have the right at anytime thereafter to resume the purchase of such by giving Assignees thirty (30) days' written notice of Assignors' intentions.

Assignors shall have the continuing right and option, assignable in whole or in part, but not the obligation, to purchase the gas production allocated to the acreage assigned hereunder at the going market price

and under general terms and conditions as established in the area. Assignors shall have the continuing right and option, but not the obligation, assignable in whole or in part, to process or to cause to be processed the separator residue gas allocated to the assigned acreage covered hereby for the recovery of liquid hydrocarbons not recovered by means of a conventional oil field type separator, under an appropriate processing agreement, the details of which shall be negotiated but which shall contain provisions for settlement to Assignees comparable to other agreements covering the processing of gas in the same general area as the assigned acreage covered hereby.

This assignment is executed without warranty of title, either expressed or implied.

This instrument is executed pursuant to and subject to all the terms and provisions of that certain letter agreement from GETTY OIL COMPANY and AMOCO PRODUCTION COMPANY to NRG EXPLORATION, INC. and AMMEX PETROLEUM CORPORATION dated May 17, 1979 (accepted by NRG EXPLORATION, INC. and AMMEX PETROLEUM CORPORATION on May 30, 1979).

IN WITNESS HEREOF, this instrument has been executed to be effective as of the 24th day of October, 1981.

ASSIGNORS:

GETTY OIL COMPANY

By W. C. Ely
Agent

AMOCO PRODUCTION COMPANY

By William J. Fobe
ITS ATTORNEY-IN-FACT

APPROVED

ASSIGNEES:

NRG EXPLORATION, INC.

By Stanley L. King
Stanley L. King, Secretary

AMMEX PETROLEUM CORPORATION

By George Bishop
Agent
George Bishop

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, George Bishop who acknowledged that he is the Agent of AMMEX PETROLEUM CORPORATION, INC., a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMMEX PETROLEUM CORPORATION, INC.

GIVEN under my hand and official seal this 11th day of August, 1982.

Sharon B. Hillebrandt
NOTARY PUBLIC, in and for
Harris County, Texas

SHARON B. HILLEBRANDT

My Commission Expires:

8/20/85

STATE OF TEXAS §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, Stanley L. King who acknowledged that he is the Secretary of NRG EXPLORATION, INC., a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said NRG EXPLORATION, INC.

GIVEN under my hand and official seal this 11th day of August, 1982.

Sharon B. Hillebrandt
NOTARY PUBLIC, in and for
Harris County, Texas

My Commission Expires:
8/20/85

SHARON B. HILLEBRANDT

STATE OF TEXAS §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, M. C. LUTZ who acknowledged that he is the AGENT of GETTY OIL COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said GETTY OIL COMPANY.

GIVEN under my hand and official seal this 4th day of August, 1982.

Mary Ann Teich
NOTARY PUBLIC, in and for Harris County, Texas

My Commission Expires:
MARY ANN TEICH
Notary Public in and for State of Texas
My Commission Expires June 30, 1986

STATE OF TEXAS §
§ SS.
COUNTY OF Harris §

PERSONALLY APPEARED BEFORE the undersigned authority in and for said county and state, WILLIAM T. HALE who acknowledged that he is the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, and that he signed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed of said AMOCO PRODUCTION COMPANY.

GIVEN under my hand and official seal this 9 day of August, 1982.

Shirley B. Barnes
NOTARY PUBLIC, in and for _____ County, Texas

SHIRLEY B. BARNES
Notary Public in Harris County, Texas
My Commission Expires 11-2-85

My Commission Expires:

_____

(102.)

M 74151

Assignment

File Date 11-12-82

Bob Armstrong, Commissioner E.S.

RECEIVED AS STATED
$10.00
Date 11-27-82
Reg No. 37948
GENERAL LAND OFFICE

RECEIVED AS STATED
$16.00
Date 10-27-82
Reg No. 22271
GENERAL LAND OFFICE

11-15-83

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

RATIFICATION OF ASSIGNMENT

WHEREAS, on January 25, 1977, an oil, gas and sulphur lease was granted to Skelly Oil Company by the State of Texas acting by and through the Board of Regents of The Texas A&M University System, which lease is recorded at Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas; and,

WHEREAS, said Skelly Oil Company, subsequent to January 25, 1977, merged with Getty Oil Company and the lease became the sole property of Getty Oil Company; and,

WHEREAS, on July 25, 1979, the Board of Regents of The Texas A&M University System approved an assignment of an undivided fifty percent (50%) interest in said lease to Amoco Production Company;

NOW, THEREFORE, the Board of Regents hereby consents to the following assignment:

FROM Getty Oil Company and Amoco Production Company TO NRG Exploration, Inc. and Ammex Petroleum Corporation,

Said interest relates to the GeoSouthern Gig 'Em No. 1 well from the surface down to one hundred (100) feet below the stratigraphic equivalent of 9,798 feet.

Executed this 19th day of October, 1982.

ATTEST:

Valerie Nelson
Valerie Nelson
Assistant Secretary to the
Board of Regents

Arthur G. Hansen
Dr. Arthur G. Hansen
Chancellor
The Texas A&M University
System

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Arthur G. Hansen, Chancellor, The Texas A&M University System, 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 13 day of October, 19 82.

Shirley Leg'hfoot
Notary Public in and for
Brazos County, Texas

(103)

M 74151

Ratification of Assignment

Date Rec'd 11-12-82

Don Armstrong, Commissioner

11-15-85

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

RATIFICATION OF ASSIGNMENT

WHEREAS, on January 25, 1977 an oil, gas and sulphur lease was granted to Skelly Oil Company by the State of Texas acting by and through the Board of Regents of The Texas A&M University System, which lease is recorded at Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas; and,

WHEREAS, said Skelly Oil Company, subsequent to January 25, 1977 merged with Getty Oil Company and the lease became the sole property of Getty Oil Company; and,

WHEREAS, on July 25, 1979 the Board of Regents of The Texas A&M University System approved an assignment of an undivided fifty percent (50%) interest in said lease to Amoco Production Company; and,

WHEREAS, on September 28, 1982, the Board of Regents approved an assignment of interest from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation, relating to the GeoSouthern Gig'Em No. 1 well;

NOW, THEREFORE, the Board of Regents hereby consents to the following assignment:

FROM NRG Exploration, Inc. and Ammex Petroleum Corporation TO GeoSouthern Energy Corporation.

Said interests relate to the GeoSouthern Gig'Em No. 1 well from the surface down to one hundred (100) feet below the stratigraphic equivalent of 9,799 feet.

Executed this 23 day of November, 1982.

ATTEST:

Valerie Nelson
Valerie Nelson
Assistant Secretary to the
Board of Regents

Arthur G. Hansen
Dr. Arthur G. Hansen
Chancellor
The Texas A&M University
System

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Arthur G. Hansen, Chancellor, The Texas A&M University System, 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 23rd day of November, A.D. 1982.

Teresa Boriski
Notary Public in and for
Brazos County, Texas

Teresa Boriski

(104.)

74151

Ratification of Assignment

11-30-82

ES

2157

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

RATIFICATION OF ASSIGNMENT

WHEREAS, on January 25, 1977 an oil, gas and sulphur lease was granted to Skelly Oil Company by the State of Texas acting by and through the Board of Regents of The Texas A&M University System, which lease is recorded at Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas; and,

WHEREAS, said Skelly Oil Company, subsequent to January 25, 1977 merged with Getty Oil Company and the lease became the sole property of Getty Oil Company; and,

WHEREAS, on July 25, 1979 the Board of Regents of The Texas A&M University System approved an assignment of an undivided fifty percent (50%) interest in said lease to Amoco Production Company; and,

WHEREAS, on September 28, 1982, the Board of Regents approved an assignment of interest from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation, relating to the GeoSouthern Gig'Em No. 1 well;

NOW, THEREFORE, the Board of Regents hereby consents to the following assignment:

FROM NRG Exploration, Inc. and Ammex Petroleum Corporation TO GeoSouthern Energy Corporation.

Said interests relate to the GeoSouthern Gig'Em No. 1 well from the surface down to one hundred (100) feet below the stratigraphic equivalent of 9,799 feet.

Executed this 23 day of November, 1982.

ATTEST:

Valerie Nelson
Valerie Nelson
Assistant Secretary to the
Board of Regents

Arthur G. Hansen
Dr. Arthur G. Hansen
Chancellor
The Texas A&M University
System

VOL 103 PAGE 676

THE STATE OF TEXAS

COUNTY OF BURLESON

I, EVELYN M. HENRY, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 19 DAY OF April, 19 83, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 25 DAY OF April, 19 83, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 103, PAGE 676-677

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Janet W. Galbreath DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Arthur G. Hansen, Chancellor, The Texas A&M University System, 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 23rd day of November, A.D. 1982.

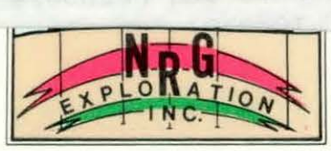
NOTARY PUBLIC STATE OF TEXAS

Teresa Boriski
Notary Public in and for
Brazos County, Texas

FILED FOR RECORD
at 9:00 o'clock A M
APR 19 1983
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
By Janet M. Galbreath Deputy

Teresa Boriski

VOL 103 PAGE 677



1425 Lake Front Circle, Suite 200 The Woodlands, Texas 77380

FILED FOR RECORD
9:00 o'clock A.M
APR 19 1983
EVELYN M. HENRY
COUNTY CLERK, MONTGOMERY COUNTY, TEXAS
BY Janet W. Lindsay DEPUTY

2157

74151

Ratification of Assignment

Dated 11-30-82

Bob Armstrong, Commissioner

55

(104)

$5.00

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

17/

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS ACCT. NO.	DISTRIBUTIONS AMOUNT
1982 10/21	GEOSOUTHERN GIG'EM NO. 1 WELL ASSIGNMENT FROM NRG/AMMEX TO GEOSOUTHERN ENERGY CORP.	$16.00	22271	$16.00

EMPLOYEE_____

PERIOD ENDING	EARNINGS HOURS	EARNINGS RATE	EARNINGS AMOUNT EARNED AT REGULAR RATE	EARNINGS OVERTIME AND OTHER	TOTAL EARNINGS	DEDUCTIONS SOCIAL SECURITY TAX	DEDUCTIONS WITHHOLDING U. S. INC. TAX	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	TOTAL DEDUCTIONS	NET PAY

V-6

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

October 26, 1982

Mr. Virgil Morelle
General Land Office
Austin, Texas 78711

Subject: Filing of Assignment Regarding Lease on Texas A&M University Lands in Burleson County

Dear Mr. Morelle:

Enclosed for filing please find an Assignment of Oil and Gas Lease relating to interests under a lease executed on January 25, 1977 by Texas A&M University System as Lessor and Skelly Oil Company as Lessee. We have earlier filed an Assignment from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation. The enclosed Assignment represents a transfer of interest from NRG Exploration, Inc. and Ammex Petroleum Corporation to GeoSouthern Energy Corporation.

Also enclosed please find a check in the amount of $16.00 to cover the statutory assignment fee of .10 per acre.

We respectfully request that you accept this Assignment for filing in the records of the General Land Office pursuant to statute.

Thank you for your assistance in this matter.

Very truly yours,

Genevieve Graffeo Stubbs

Genevieve Graffeo Stubbs
Senior Staff Attorney

GGS:mm

Enclosure

cc: Larry Valigura
Director of Finance

X- 16.00

22271

191

NRG Exploration, Inc.
Houston, Tx.

M. F. 74151 (105.)

CORRESPONDENCE FILE

The Tx A&M Univ. System

...ted 10-27-82

10-31-85

November 1, 1982

The Texas A&M University System
319 System Building
College Station, Texas 77843

Attn: Genevieve Graffeo Stubbs

Re: Assignment of Oil & Gas Lease
M-74151 (Part)
160 acres, John P. Coles Survey
Burleson County, Texas

Gentlemen:

This will acknowledge receipt of your letter of October 26, 1982 with enclosures of an original unrecorded assignment and a $16.00 fransfer fee.

Please submit evidence of the consent of the Board of Regents to this assignment, together with a $10.00 filing fee.

Pending receipt of same we will hold the submitted material in our suspense file.

Sincerely yours,

BOB ARMSTRONG

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VM/dd

M. F. 74151

(106)

CORRESPONDENCE FILE

re: The TX A&M. Univ. System

Dated 11-1-82

ES

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

171

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
1982 10/21	GEOSOUTHERN GIG'EM NO. 1 WELL ASSIGNMENT FROM GETTY/AMOCO TO NRG/AMMEX	$16.00	34370	$16.00

EMPLOYEE _____

PERIOD ENDING	EARNINGS				TOTAL EARNINGS	DEDUCTIONS					TOTAL DEDUCTIONS	NET PAY
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER		SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX					

V-6

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843-1118

November 9, 1982

Office of the
EXECUTIVE VICE CHANCELLOR
FOR ADMINISTRATION

Mr. Virgil Morelle
General Land Office
Austin, Texas 78711

Subject: Filing of Ratification of Assignment Regarding Lease on Texas A&M University Lands in Burleson County

Dear Mr. Morelle:

Enclosed for filing please find a Ratification of Assignment of Oil and Gas Lease relating to interests under a lease executed on January 25, 1977 by Texas A&M University System as Lessor and Skelly Oil Company as Lessee. By our letter of transmittal dated October 26, 1982, we provided a copy of the subject assignment of interest from NRG Exploration, Inc. and Ammex Petroleum Corporation to GeoSouthern Energy Corporation. The attached Ratification is pursuant to Minute Order Number 258-82 approved at the September 28, 1982 Board of Regents meeting.

Also enclosed please find a check in the amount of $16.00 to cover the statutory assignment fee of .10 per acre.

We respectfully request that you accept this Ratification of the Assignment for filing in the records of the General Land Office pursuant to statute.

Thank you for your assistance in this matter.

Very truly yours,

S. M. Irwin

S. M. Irwin
Landman

X- 16.00 34370

SMI:jem

Enclosure

cc: Larry Vailgura
Director of Finance

(107)

M. F. 74151

CORRESPONDENCE FILE

FR: The Tx A & M Univ System

Dated 11-12-82

E.S.

11-15-85

258-82 APPROVAL OF PARTIAL ASSIGNMENT
OF MINERAL LEASE INTEREST,
BURLESON COUNTY
THE TEXAS A&M UNIVERSITY SYSTEM

On motion of Mr. Bright, seconded by Mr. Wells and by a unanimous vote, the following minute order was adopted:

The Board of Regents approves an assignment of interest in the oil, gas and sulphur lease dated January 25, 1977, covering property in Burleson County, Texas, identified as follows:

FROM Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation, relating to the GeoSouthern Energy Corporation Gig'Em No. 1 well from the surface down to one hundred (100) feet below the stratigraphic equivalent of 9,798 feet.

The Chancellor is authorized to execute any documents necessary to evidence this approval.

CERTIFICATE

I, VALERIE P. NELSON, hereby certify that the foregoing is an exact copy of Minute Order 258-82, adopted by the Board of Regents at its meeting in College Station, Texas on September 28, 1982, and that the foregoing is in full force and effect as of the date of my signature.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of the said institution this 12th day of October, 1982.

Valerie P. Nelson
Valerie P. Nelson
Assistant Secretary to the
Board of Regents
The Texas A&M University System

(108.)

74151

approval of Pt. Assign.

Dated 11-12-82

E. J. Armstrong, Commissioner

11-15-85

November 16, 1982

The Texas A&M University System
319 System Building
College Station, Texas 77843

Attn: S.M. Irwin, Landman

Re: Assignment and
Ratification of Assignment
Burleson County, Texas

Gentlemen:

This will acknowledge receipt of your letters of October 26, 1982 and November 9, 1982 with enclosures of copies of Assignments affecting the captioned tract.

Pursuant to Article 3918, V.A.T.C., as amended effective September 1, 1981, the General Land Office is required to charge a filing fee of $10.00 per instrument for each file affected. Therefore, it will be necessary that you submit $20.00.

Pending receipt of same, we will hold your submitted material in our suspense file.

Sincerely yours,

Bob Armstrong

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512/475-4246

VCM/es

(109)

M. F. 74151

CORRESPONDENCE FILE

To Tx A&M Univ. System

Dated 11-16-82

E.S

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.

NRG EXPLORATION, INC.
HOUSTON, TEXAS

DELUXE FORM DVO-3 V-6

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS	
			ACCT. NO.	AMOUNT
1982 12/3	FILING FEE Assignment on GeoSouthern Gig'em No. 1 Well	$10.00	X- 40088	$10.00

EMPLOYEE _____

PERIOD ENDING	EARNINGS				TOTAL EARNINGS	DEDUCTIONS					TOTAL DEDUCTIONS	NET PAY
	HOURS	RATE	AMOUNT EARNED AT REGULAR RATE	OVERTIME AND OTHER		SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX					

V-6

Hon. Bob Armstrong
Commissioner
General Land Office

Date _____ 19____

Dear Sir:

Attached is $_____

Charge
Credit Acct. #_____

Cash
Check
Draft

Fees
To Cover
Rental

Interest On The Following:

X- 10.00 37968

Receipt
Please Mail Copies to Mr. NRG Exploration, Inc.
Statement

,M1

Street _____

City Houston, Tex.

Attention _____

GLO-S-03-(1-82)

(110)

M. F. 74151

CORRESPONDENCE FILE

FR: NGR Explor. Inc.

Dated 11-27-82

ES.

11-30-82

171

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843

Office of the
VICE CHANCELLOR
FOR LEGAL AFFAIRS
AND GENERAL COUNSEL

319 System Bldg.
713-845-3511

November 23, 1982

Mr. V. C. Morelle
General Land Office
Oil and Gas Division
Legal Department
Austin, Texas 78701

Subject: Ratification of Assignment

Dear Mr. Morelle:

Enclosed please find an original Ratification of Assignment for the assignment which you are currently holding in your suspense file (see copy of your letter dated November 1, 1982, attached).

As per my conversation with you on this date, NRG Exploration will be sending the $10.00 filing fee.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Very truly yours,

Genevieve Graffeo Stubbs km

Genevieve Graffeo Stubbs
Senior Staff Attorney

GGS:km

Enclosure

cc: Larry J. Valigura
Director of Finance

Certified Mail #P12 0777915
Return Receipt Requested

I. F. 74151

CORRESPONDENCE FILE

FR: The Tx A&M Univ. System

Dated 11-30-82

ES

11-30-95

December 9, 1982

The Texas A & M University System
319 System Building
College Station, Texas 77843

Attn: Genevieve Graffeo Stubbs

Re: Two Assignments of Oil and Gas Lease
M-74151 (Part)
160 acres, John P. Coles Survey
Burleson County, Texas

Gentlemen:

The certified copies of Assignments of Oil and Gas Lease, affecting the captioned tract, have been filed in our records.

Your $10.00, $16.00, $10.00 and $16.00 remittances have been applied as the filing fees due thereon.

Sincerely yours,

Bob Armstrong

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512/475-4246

VCM/es

cc: NRG Exploration, Inc.
11999 Katy Fwy., Suite 450
Houston, Texas 77079

M. F. 74151 (112.)

CORRESPONDENCE FILE

To The Tx A&M Univ. System

Dated 12-9-82

E.S.

121

DIVISION ORDER DEPARTMENT

KOCH OIL COMPANY

October 20, 1982

GeoSouthern Energy Corp.
11999 Katy Freeway, Suite 450
Houston, Texas 77079

RE: #1 Winnie Lease 98022
Burleson County, Texas

Gentlemen:

We have prepared and enclose herewith division orders covering purchases from the captioned lease in accordance with the Division of interest provided by GeoSouthern.

Please return the fully signed and properly witnessed division orders to this office, complete with current address and social security number of each owner. Sufficient copies are enclosed so that each owner may return an executed copy and retain a copy for his records.

Your attention is also directed to the attached IRS Windfall Profits Tax forms and instructions.

Working Interests only:	Form 6458
Royalty Interests only:	Form 6783
Overriding Interests only:	Form 6783

Thank you for your cooperation in this matter.

Yours very truly,

Debra Haifleigh

Debra Haifleigh

DH/pc
Encl.

* see also Prides' Oil D/O
rec'd 4-2-82

DIVISION ORDER

KOCH OIL COMPANY

LEASE NO.	98022
TRACT NO.	
ANALYST	DH/pc

TO: KOCH OIL COMPANY
POST OFFICE BOX 2239
WICHITA, KANSAS 67201

October 20, 1982

The undersigned, and each of them, guarantee and warrant that they are the legal owners in the proportions set out below of all the oil (which, for the purposes hereof, includes all liquid hydrocarbons purchased hereunder) produced from the GeoSouthern Energy Corp. #1 Winnie Farm, and described as

See Legal Description Attached Hereto:

in Burleson County or Parish, State of Texas, commencing at 7:00 A.M., the day of Date of First Run, 19____, and until further written notice either from you or us you are authorized to receive for purchase on the terms hereinafter stated oil therefrom to the extent of your requirements giving credit as directed below:

LEASE NO.	OWNER NUMBER	ADDR CODE	NAME	INTEREST	TYPE INTEREST	TRACT	SUSPENSE CODE	WPT CODE
16-22	43-49	50		76-83	84-85	86-89	90	91
98022			Commissioner, General Land Office State of Texas $\frac{80}{160} \times \frac{Y}{S} =$	.1000000	RI	✓		
			First National Bank of Firth Worth, Guardian of the Estate of Eleanor Chance Couch	.0416667	RI			
			Faver Thomason Hawkins	.0138889	RI			
			Cynthia Chance Thomason	.0138889	RI			
			Abigail Chance Thomason	.0138889	RI			
			Getty Oil Company	.0333333	OR			
			Amoco Production Company	.0333333	OR			
			NRG Exploration, Inc.	.0250000	OR			
			Ammex Petroleum, Inc.	.0250000	OR			
			GeoSouthern Energy	.700000	WI			

The following covenants are part of this division order and shall be binding on the undersigned, their successors, legal representatives, and assigns:

FIRST — The oil run in pursuance of this division order shall become your property upon the delivery thereof to you or any Agent designated by you. You are not expected to receive oil in definite quantities nor for fixed periods nor to provide storage.

Should the oil produced from any formation in and under the herein described land be either commingled with other oil, whether such other oil be produced from one or more formations having different ownership in and under the herein described lands or in and under any other lands, or be placed in tank batteries located elsewhere than on the herein described land, prior to the time it becomes your property, the oil, commingled or otherwise, sold hereunder, shall be deemed to be the interest of the undersigned in that portion of the total oil delivered which is allocated to the herein described land on the basis of the formula prescribed by the operators of the leases covering the formations or tracts of land involved and the data supplied to you with respect thereto, and you are authorized to accept such information, rely upon the same and make settlement hereunder on the basis of the quality and gravity of such commingled oil so allocated without liability to the undersigned.

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this division order shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan, and all revisions or amendments thereto, but otherwise to remain in full force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

SECOND — The oil received and purchased hereunder shall be delivered f.o.b. to your own facilities or any agent designated by you, which gathers and receives said oil, and you agree to pay for such oil to the respective owners according to the division of interest hereinabove specified, (the price agreed upon between you and the operator) less any tax you may be required to pay with respect thereto or the proceeds thereof and less applicable deductions in accordance with arrangements made with the operator.

THIRD — Quantities of oil purchased hereunder shall be determined by the method of measurement and computation employed by you or the Agent designated by you to receive such oil including but not by way of limitation the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. You shall correct the volume and gravity to a temperature of 60° Fahrenheit and you shall deduct from such corrected volume the full percentages of basic sediment, water, and other impurities as shown by your test. You may refuse to receive any oil not considered merchantable by you.

FOURTH — We agree to furnish evidence of title satisfactory to you. Until such evidence is furnished or in the event of any adverse claim, oil lien or dispute at any time concerning title to the above described real property or the oil produced therefrom, you may withhold payment for oil accruing to the interest or interests affected thereby until you are indemnified to your satisfaction or until such adverse claim, lien or dispute shall have been fully settled, without liability for interest in either case. If suit is filed affecting the interest of any of the undersigned, written notice thereof shall be given you, at the above address by party or parties affected, together with a certified copy of the complaint or petition filed. If you are made a party to such proceedings, the party or parties affected agree to indemnify you against any judgment rendered therein and to reimburse you for any costs, attorney's fees or other expenses incurred in connection therewith.

FIFTH — You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each signer hereof agrees to notify you in writing of any change in his ownership and agrees that any transfer, assignment, or conveyance of any of his interest hereunder shall be made subject to this division order and effective at 7:00 A.M. on the first day of the calendar month following the receipt of said notice by you. Without regard to whether any contingency is expressly stated in this division order, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite), or as a result of the increase or decrease in production, or as a result of a change in the depth, the method or the means of production, or as a result of a change in the allocation of production affecting the above tract or any portion thereof under any agreement or by order of Governmental authority, or resulting from any other contingency, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit pursuant to the above division of interest. In the event said written notice is not received by you, you shall be held harmless for error resulting in over or under payment, or a wrong payment of any such sum or sums.

SIXTH — This order shall bind each interest owner as soon as signed by him, whether or not signed by any other owner. All provisions herein contained shall apply to each signer hereof separately and not jointly. This order may be executed in counterparts, all of which together shall constitute one division order. No interest owner may terminate this order without giving ninety (90) days prior written notice. In consideration of the purchase of oil hereunder, consent is given you and any pipe line company which you may cause to connect with the wells and tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

SEVENTH — All parties hereto who are connected with the operation of the lease herein described severally warrant that all oil sold under this division order has been and will be produced and handled in compliance with the provisions of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended, and all other applicable Federal, State and Municipal laws, rules and regulations.

EIGHTH — With respect to any gas condensate purchased and sold under the terms and provisions hereof, the owners of interests in the royalty join herein for the purpose only of making the provisions hereof applicable to the proceeds of the sale of such gas condensate.

WITNESS: (Sign Below)	OWNERS: (Sign Below) (PRINT OR TYPE YOUR COMPLETE ADDRESS)
	GENERAL LAND OFFICE STEPHEN F. AUSTIN BUILDING 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701 TAX I. D. # [redacted]

IMPORTANT: TO AVOID DELAY IN PAYMENT — YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

ALL SIGNATURES SHOULD BE PROPERLY WITNESSED.

ALL DIVISION ORDERS MUST BE SIGNED EXACTLY AS SHOWN ON THE REVERSE SIDE TO AVOID DELAY IN PAYMENT.

KOCH OIL COMPANY

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated October 20, 1982

covering the #1 Winnie

Lease No. 98022 Operated by GeoSouthern Energy Corp.

160.000 acre GeoSouthern #1 Winnie Unit, Giddings Field, Burleson County, Texas

BEING all that certain 160.000 acre tract of land our of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A & M College of Texas by J.S. Mooring, et al by deed dated April 5, 1944, 80 acres being out of that certain 2726.9 acre tract under the will of George G. Chance deceased, being more particularly described as tract one (Vol. 54, Page 166) of the deed records of Burleson County, Texas. said unit being more particularly described by metes and bounds as follows:

COMMENCING at a point on the bank of the Brazos River at the most Northerly corner of the J.S. Mooring Plantation, said point being the Beginning Point for the above described 2776.36 acre tract;

THENCE S 44° 10' W, a distance of 500.00' to a point for corner;

THENCE N 18° 30' W, a distance of 33.33' to a point for corner;

THENCE S 43° 50' W, a distance of 6911.11' to a point for corner;

THENCE S 45° 30' E, a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of beginning of the herein described tract;

THENCE N 45° E, a distance of 2070.183' to a point for corner;

THENCE S 45° E, a distance of 1683.330' to a point for corner;

THENCE S 45° W, a distance of 2070.183' a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;

THENCE N 45° W, a distance of 1683.330' to a point for corner;

THENCE N 45° E, a distance of 2070.183' to place of beginning of the herein described tract.

General
Land Office
AUSTIN, TEXAS 78701
BOB ARMSTRONG, COMMISSIONER

November 8, 1982

Koch Oil Company
P. O. Box 2239
Wichita, Kansas 67201

RE: State Lease State Lease M-74151
Geo Southern Energy Corp.
#1 Winnie Unit
Giddings Field
Burleson County, Texas
Oil D.O. #98022

Gentlemen:

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

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

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

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

(113)

M. F. 74151

CORRESPONDENCE FILE

To Division Order

From

Dated 11-8-82

121

MESA PIPE LINE COMPANY
TWO ALLEN CENTER SUITE 2950
HOUSTON, TEXAS 77002
(713) 658-9673

January 10, 1983

15002

GIPPings
(Austin Chalk)

RE: Mesa Lease No. 80265
GeoSouthern Energy Corp.**Winnie
Burleson County, Texas
Koch Lease No. 98022

Dear Interest Owner:

This is to advise that Mesa Pipe Line Company previously purchased production from the above referenced property. It is our understanding that Koch Oil Company is presently purchasing the production and is making payments to the interest owners.

In an effort to disburse the monies we are holding is suspense, Koch Oil Company has furnished us with a copy of their division of interest paysheet covering this lease. Based upon the information furnished us by Koch, we have prepared and are attaching hereto our division order, in duplicate. If the division order is found to be correct, please execute one copy in the presence of witnesses and return it to our office for further handling.

Upon receipt of the properly executed division order, we should be able to release your interest for payment.

Yours very truly,

MESA PIPE LINE COMPANY

Ed W. Richter

Ed W. Richter
Senior Title Analyst

EWR/llw
enclosures

EWR/TTW
1/7/83

MESA PIPE LINE COMPANY

DIVISION ORDER

TO: MESA PIPE LINE COMPANY
SUITE 2950, TWO ALLEN CENTER
HOUSTON, TEXAS 77002

January 7, 19 83

Each of the undersigned certifies and warrants that he is the legal owner of the interest credited to him below in all of the oil, which hereunder includes distillate produced from the following described property:

OPERATOR: GEOSOUTHERN ENERGY CORP.
LEASE NAME: Winnie
LEASE NO.: 80265
DESCRIPTION: Being all that certain 160.00 acre tract of land out of the John P. Coles Survey, Abstract 12, with 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J.S. Mooring, et al, by deed dated April 5, 1944, and 80 acres being out of that certain 2726.9 acre tract under the Will of George G. Chance, Deceased, being more particularly described as Tract One (Vol. 54, Page 166) of the Deed Records of Burleson County, Texas, said Unit being more particularly described by metes and bounds on the attached Exhibit "B", which is made a part hereof.

DEPTH: From the surface down to 100 feet below the stratigraphic equivalent of 9125 ft
EFFECTIVE DATE: Mesa's First Runs (4/7/82 thru 5/30/82)
STATE: Texas
COUNTY: Burleson

DIVISION OF INTEREST

— DO NOT EXECUTE —
THIS COPY
FOR YOUR RECORDS

until further written notice either from you or us requiring change thereto:

CREDIT TO:

ROYALTY INTEREST

Commissioner, General Land Office State of Texas	1/5 x 80/160	= .100000000 ✓
First National Bank of Ft. Worth, Guardian of Estate of Eleanor Chance Couch, Acct. No. 2492	1/2 x .16666666 x 80/160	= .041666666
Faver Thomason Hawkins	1/6 x .16666666 x 80/160	= .013888889
Cynthia Chance Thomason	1/6 x .16666666 x 80/160	= .013888889
Abigail Chance Thomason	1/6 x .16666666 x 80/160	= .013888889

OVERRIDING ROYALTY INTEREST

Ammex Petroleum, Inc.	= .025000000
NRG Exploration, Inc.	= .025000000
Amoco Production Company	= .033333333
Getty Oil Company	= .033333334

WORKING INTEREST

GeoSouthern Energy Corp.	= .700000000

G.L.O. Copy.

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody, or that of any pipe line company or carrier designated by you, and the undersigned agree to look solely to you for payment of oil purchased hereunder and shall have no claim or recourse against any subsequent purchaser of said oil.

SECOND: The oil received and purchased hereunder shall be delivered at the lease to your pipe line or to any pipe line or carrier designated by you, and you shall pay for such oil to the respective owners according to the division of interest above set forth at ~~the same price per barrel received by the operator of the lease covered by this division order.~~

for oil of like grade and gravity, on the date of each respective run, less _____

The word "oil" used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

THIRD: You may refuse any oil which you may consider is not in its natural state or is not merchantable. In making settlement for oil: (1) deductions may be made for dirt, sediment and other impurities; (2) where a well produces oil after liquid hydrocarbons have been injected into the same for completion or reworking purposes, deductions may be made for an amount of oil equivalent to the amount of liquid hydrocarbons so injected; (3) adjustments may be made in accordance with accepted practices and rules, regulations and/or customs prevailing at the time and place of delivery. Before making payment to owners hereunder, there shall be deducted therefrom any severance, gross production, occupation or other tax imposed on the production or the purchase or sale of said oil.

FOURTH: Abstracts or other evidence of undersigned's title to said oil shall be furnished at any time upon demand. If, in your opinion, the undersigned does not have good title to the interest claimed, or in case of adverse claim of title to the land from which said oil may be produced, or to which such oil is allocated under any unit operation, or to any of said oil, you may withhold, without interest, the purchase price of proceeds of said oil, until indemnity satisfactory to you has been furnished, or until such title is made acceptable to you, or until such adverse claim is settled to your satisfaction.

FIFTH: You are hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interests, and the undersigned whose interests are affected by such money or other payments, agree to give you notice in writing addressed to you at Houston, Texas, when any such money or other payments have been completed or discharged or when any division of interest other than that set forth above shall, for any reason, become effective, and to furnish transfer orders accordingly. Each undersigned owner agrees to notify you immediately in writing at Houston, Texas, of any change in ownership affecting such owner's interest and to furnish satisfactory proof thereof. Each undersigned working interest owner agrees to notify you immediately in writing at Houston, Texas, of any change in ownership affecting any owner's interest, notice of which has been given to such working interest owner, and to furnish to you the proof of such change as given to such working interest owner. In the event notice or notices required in this paragraph are not received by you, the party failing to give such notice agrees to hold you harmless from any damage or loss which may arise by reason of your making payments to owners hereunder whose interests have changed.

SIXTH: Settlement shall be made monthly, by mailing or delivering to the undersigned owners a check or draft for the amount due on account of oil which has been run hereunder during the preceding calendar month. If at any settlement date the amount payable to any party hereunder shall be less than Five Dollars per month, settlement may be made annually. Subject to the Fourth condition, upon termination of this agreement, payment shall be made to the respective parties entitled thereto regardless of the amount or amounts due.

SEVENTH: All parties hereto who are connected with the operation of the above described lease guarantee and warrant that all oil hereunder has not been or will not be produced or otherwise handled in violation of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended and all official regulations and orders issued thereunder, and that such oil has been and will be produced in accordance with applicable laws and official rules and regulations.

EIGHTH: Each of the undersigned parties who owns a royalty interest in the lands above described recognizes as valid and subsisting and in full force and effect all oil and gas leases of record held by the herein named working interest owners, which cover or purport to cover his (her) interest in said lands as well as the above mentioned pooled unit (if this division order covers a unit) and the same are hereby adopted, ratified and confirmed.

NINTH: This division order shall become valid and binding on each owner above named as soon as signed, regardless of whether or not any of the other named owners shall have so signed, and shall be binding separately and not jointly upon the undersigned, their assigns and successors in interest, and shall inure to the benefit of yourself, your assigns and successors. Your authority to purchase oil hereunder is on a day-to-day basis only; and, without prejudice to your rights under other agreements, if any, this division order is terminable at will be either party; and in consideration of the purchase of oil hereunder, consent is given hereby to you and any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

*TENTH:

SIGNATURE OF WITNESSES:

SIGNATURE OF OWNERS:
(Please insert your correct mailing address and Taxpayer Identification Number or Social Security Number.)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

*TENTH: BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

The parties signatory hereto agree to indemnify and hold Mesa Pipe Line Company harmless from any and all claims, liability or causes of action of any kind whatever for payments being made hereunder in the manner above stated.

EXHIBIT "B"

Commencing at a point on the bank of the Brazos River at the most Northerly corner of the J.S. Mooring Plantation, said point being the BEGINNING POINT for the described 2776.36 acre tract;

THENCE South 44° 10' West a distance of 500.00' to a point for corner;

THENCE North 18° 30' West a distance of 33.33' to a point for corner;

THENCE South 43° 50' West a distance of 6911.11' to a point for corner;

THENCE South 45° 30' East a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of BEGINNING of the herein described tract;

THENCE North 45° East a distance of 2070.183' to a point for corner;

THENCE South 45° East a distance of 1683.330' to a point for corner;

THENCE South 45° West a distance of 2070.183' a point common with East corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;

THENCE North 45° West a distance of 1683.330' to a point for corner;

THENCE North 45° East a distance of 2070.183' to a place of BEGINNING of the herein described tract.

MESA PIPE LINE COMPANY
TWO ALLEN CENTER SUITE 2950
HOUSTON, TEXAS 77002



Commissioner, General Land Office
State of Texas
Austin, TX 78701

ATTN: LAND SECRETARY

89-21-1

Garry Mauro
Commissioner
General Land Office

January 25, 1983

Mesa Pipe Line Company
Two Allen Center, Suite 2950
Houston, Texas 77002

Attention: Mr. Ed W. Richter, Senior Title Analyst

RE: State Lease M-74151
Winnie Lease, 160 Acre Tract
John P. Cole Survey, Abst. 12
Burleson County, Texas, Oil D.O. #80265

Gentlemen:

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

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

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

Very truly yours,

Lanvil Gilbert, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(114)

M. F. 74131
CORRESPONDENCE FILE
To
DIVISION ORDER
From
Dated 1-25-83

18

GEOSOUTHERN ENERGY CORP.
P.O Box 95
BRENHAM, TX.
77833

Dear Interest Owner:

Enclosed please find two copies of division orders on the Gig 'Em #1. Please fully execute one copy and mail to:

Koch Oil Company
P. O. Box 2239
Wichita, Kansas 67201

Thanks,

GEOSOUTHERN ENERGY CORP.

Carol S. Thomas

Carol S. Thomas

CST:cs

(713) 836-5203

DIVISION ORDER

KOCH OIL COMPANY

LEASE NO.	34608
TRACT NO.	
ANALYST	DH:jm

TO: KOCH OIL COMPANY
POST OFFICE BOX 2239
WICHITA, KANSAS 67201

October 22, 19 82

The undersigned, and each of them, guarantee and warrant that they are the legal owners in the proportions set out below of all the oil (which, for the purposes hereof, includes all liquid hydrocarbons purchased hereunder) produced from the GeoSouthern Energy Corp. 1 Gig Em Lease 34608 Farm, and described as

(SEE DIVISION ORDER ATTACHMENT)

in Burleson County or Parish, State of Texas, commencing at 7:00 A.M., the _____ day of Date of First Run, 19____, and until further written notice either from you or us you are authorized to receive for purchase on the terms hereinafter stated oil therefrom to the extent of your requirements giving credit as directed below:

LEASE NO.	OWNER NUMBER	ADDR CODE	NAME	INTEREST	TYPE INTEREST	TRACT	SUSPENSE CODE	WPT CODE
16-22	43-49	50		76-83	84-85	86-89	90	91
34608			Commissioner General Land Office State of Texas	.2000000	RI			
			Amoco Production Company	.0250000	OR			
			Getty Oil Company	.0250000	OR			
			NRG Exploration, Inc.	.0250000	OR			
			Ammex Petroleum, Inc.	.0250000	OR			
			GeoSouthern Energy	.7000000	WI			

G.L.O. Copy

The following covenants are part of this division order and shall be binding on the undersigned, their successors, legal representatives, and assigns:

FIRST — The oil run in pursuance of this division order shall become your property upon the delivery thereof to you or any Agent designated by you. You are not expected to receive oil in definite quantities nor for fixed periods nor to provide storage.

Should the oil produced from any formation in and under the herein described land be either commingled with other oil, whether such other oil be produced from one or more formations having different ownership in and under the herein described lands or in and under any other lands, or be placed in tank batteries located elsewhere than on the herein described land, prior to the time it becomes your property, the oil, commingled or otherwise, sold hereunder, shall be deemed to be the interest of the undersigned in that portion of the total oil delivered which is allocated to the herein described land on the basis of the formula prescribed by the operators of the leases covering the formations or tracts of land involved and the data supplied to you with respect thereto, and you are authorized to accept such information, rely upon the same and make settlement hereunder on the basis of the quality and gravity of such commingled oil so allocated without liability to the undersigned.

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this division order shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan, and all revisions or amendments thereto, but otherwise to remain in full force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

SECOND — The oil received and purchased hereunder shall be delivered f.o.b. to your own facilities or any agent designated by you, which gathers and receives said oil, and you agree to pay for such oil to the respective owners according to the division of interest hereinabove specified, (the price agreed upon between you and the operator) less any tax you may be required to pay with respect thereto or the proceeds thereof and less applicable deductions in accordance with arrangements made with the operator.

THIRD — Quantities of oil purchased hereunder shall be determined by the method of measurement and computation employed by you or the Agent designated by you to receive such oil including but not by way of limitation the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. You shall correct the volume and gravity to a temperature of 60° Fahrenheit and you shall deduct from such corrected volume the full percentages of basic sediment, water, and other impurities as shown by your test. You may refuse to receive any oil not considered merchantable by you.

FOURTH — We agree to furnish evidence of title satisfactory to you. Until such evidence is furnished or in the event of any adverse claim, oil lien or dispute at any time concerning title to the above described real property or the oil produced therefrom, you may withhold payment for oil accruing to the interest or interests affected thereby until you are indemnified to your satisfaction or until such adverse claim, lien or dispute shall have been fully settled, without liability for interest in either case. If suit is filed affecting the interest of any of the undersigned, written notice thereof shall be given you, at the above address by party or parties affected, together with a certified copy of the complaint or petition filed. If you are made a party to such proceedings, the party or parties affected agree to indemnify you against any judgment rendered therein and to reimburse you for any costs, attorney's fees or other expenses incurred in connection therewith.

FIFTH — You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each signer hereof agrees to notify you in writing of any change in his ownership and agrees that any transfer, assignment, or conveyance of any of his interest hereunder shall be made subject to this division order and effective at 7:00 A.M. on the first day of the calendar month following the receipt of said notice by you. Without regard to whether any contingency is expressly stated in this division order, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite), or as a result of the increase or decrease in production, or as a result of a change in the depth, the method or the means of production, or as a result of a change in the allocation of production affecting the above tract or any portion thereof under any agreement or by order of Governmental authority, or resulting from any other contingency, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit pursuant to the above division of interest. In the event said written notice is not received by you, you shall be held harmless for error resulting in over or under payment, or a wrong payment of any such sum or sums.

SIXTH — This order shall bind each interest owner as soon as signed by him, whether or not signed by any other owner. All provisions herein contained shall apply to each signer hereof separately and not jointly. This order may be executed in counterparts, all of which together shall constitute one division order. No interest owner may terminate this order without giving ninety (90) days prior written notice. In consideration of the purchase of oil hereunder, consent is given you and any pipe line company which you may cause to connect with the wells and tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

SEVENTH — All parties hereto who are connected with the operation of the lease herein described severally warrant that all oil sold under this division order has been and will be produced and handled in compliance with the provisions of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended, and all other applicable Federal, State and Municipal laws, rules and regulations.

EIGHTH — With respect to any gas condensate purchased and sold under the terms and provisions hereof, the owners of interests in the royalty join herein for the purpose only of making the provisions hereof applicable to the proceeds of the sale of such gas condensate.

WITNESS: (Sign Below)	OWNERS: (Sign Below) (PRINT OR TYPE YOUR COMPLETE ADDRESS)
	STATE OF TEXAS GENERAL LAND OFFICE STEPHEN F. AUSTIN BUILDING AUSTIN, TEXAS 78701 TAX I. D. [redacted]

IMPORTANT: TO AVOID DELAY IN PAYMENT — YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

ALL SIGNATURES SHOULD BE PROPERLY WITNESSED.

ALL DIVISION ORDERS MUST BE SIGNED EXACTLY AS SHOWN ON THE REVERSE SIDE TO AVOID DELAY IN PAYMENT.

KOCH OIL COMPANY

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated October 22, 19 82

covering the 1 Gig Em Lease

Lease No. 34608 Operated by GeoSouthern Energy Corp.

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey Abstract 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J.S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J.S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract:

THENCE S 44° 10' W 500.00' to a point for corner;
THENCE N 18° 30' W 33.33' to a point for corner;
THENCE S 43° 50' W 6911.11' to a point for corner;
THENCE S 45° 30' E 2883.33' to a point for corner;
THENCE S 44° 20' W 1601.78' to a point for corner;
THENCE S 59° 20' E 1705.56' to a point for corner;
THENCE S 42° 50' W 305.56' to a point for corner;
THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract; for 2964.732' and extension thereof to the place of beginning of the herein described tract.
This also being the most southerly corner of the Monterrey A & M Unit #1;
THENCE N 44° 10' E 3461.760' to a point for corner;
THENCE S 45° 50' E 2013.312' to a point for corner;
THENCE S 44° 10' W 3461.760' to a point for corner;
THENCE N 45° 50' W 2013.312 to the place of beginning of the herein described tract.

Garry Mauro
Commissioner
General Land Office

March 25, 1983

Koch Oil Company
P. O. Box 2239
Wichita, Kansas 67201

RE: State Lease M-74151
1 Gig Em Lease
John P. Coles Survey
Abst. 12, Burleson County, TX.
Oil D.O. #34608

Gentlemen:

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

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

The General Land Office, 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.

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(115)

M. F. 74151

CORRESPONDENCE FILE

To Koch Oil Co

Division Order

From

Dated 3-25-83

Garry Mauro
Commissioner
General Land Office

April 15, 1983

NRG Exploration, Inc.
1425 Lake Front Circle
The Woodlands, Texas 77380

Attn: Eddie Plemons

Re: Assignment of Oil and Gas Lease
State Lease M-74151
Texas A&M
Burleson County, Texas

Gentlemen:

Pursuant to your request, we are returning the following original unrecorded instruments in order that you may record them in the records of Burleson County, Texas, and return the recorded instruments to this office, to-wit:

1. Assignment of Oil and Gas Lease from NRC Exploration, Inc. and Ammex Petroleum Corporation to Geosouthern Energy Corporation, dated August 11, 1982.

2. Ratification of Assignment by Dr. Arthur G. Hansen, Chancellor, The Texas A&M University System, dated November 23, 1982.

Please return these documents to us as soon as possible.

Sincerely,

Garry Mauro

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VCM/dd
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(116)

M. F. 7 4151

CORRESPONDENCE FILE

To NRC

~~From~~

Dated 4-15-83

121

MESA PIPE LINE COMPANY
TWO ALLEN CENTER SUITE 2950
HOUSTON, TEXAS 77002
(713) 658-9673

April 26, 1983

Mr. Garry Mauro, Commissioner
General Land Office
State of Texas
1700 North Congress Avenue
Austin, Texas 78701

M-74151

RE: Lease No. 80268
GeoSouthern Energy Corp. **
Gig 'Em
Burleson County, Texas

Dear Mr. Mauro:

Please verify that the State's interest is correct. We were not furnished with the State's mineral lease number, however, this interest has been placed in a pay status and will be identified by Lease Number 80268 and Owner Number 11989.

You will note the effective date is April 16, 1982 through May 31, 1982. Mesa Pipe Line Company was deleted as gatherer effective June 1, 1982. We received, under cover letter dated April 18, 1983, from Koch Oil, a division of interest paysheet from which our division order is prepared.

This will be a one-time payment. Please look to Koch Oil Company for payments effective June 1, 1982, forward.

Yours very truly,

MESA PIPE LINE COMPANY

Greg P. Davis
Senior Title Analyst

GPD/llw
enclosures

GPD/llw
4/25/83

MESA PIPE LINE COMPANY

DIVISION ORDER

TO: MESA PIPE LINE COMPANY
SUITE 2950, TWO ALLEN CENTER
HOUSTON, TEXAS 77002

April 25, 19 83

Each of the undersigned certifies and warrants that he is the legal owner of the interest credited to him below in all of the oil, which hereunder includes distillate produced from the following described property:

OPERATOR: GEOSOUTHERN ENERGY CORP.
LEASE NAME: Gig 'Em
LEASE NO.: 80268
DESCRIPTION: Being 160.00 acre tract of land out of the John P. Coles Survey Abstract 12, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J.S. Mooring, et al, by Deed dated April 5, 1944, Deed Records, Burleson County, Texas.

DEPTH: None Stated
EFFECTIVE DATE: Mesa's First Runs (4/16/82 - 5/31/82)
STATE: Texas
COUNTY: Burleson

— DO NOT EXECUTE —
THIS COPY
FOR YOUR RECORDS

DIVISION OF INTEREST

until further written notice either from you or us requiring change thereto:

CREDIT TO:		
ROYALTY INTEREST		
State of Texas Commissioner of General Land Office	1/5 x 8/8	= .200000000
OVERRIDING ROYALTY INTEREST		
NRG Exploration, Inc.	1/4 x 10% x 8/8	= .025000000
Ammex Petroleum, Inc.	1/4 x 10% x 8/8	= .025000000
Amoco Production Company	1/4 x 10% x 8/8	= .025000000
Getty Oil Company	1/4 x 10% x 8/8	= .025000000
WORKING INTEREST		
GeoSouthern Energy Corporation	70% x 8/8	= .700000000

"Effective with the date stated above, by execution of this division order, the signatory party warrants title to the oil covered by this division order and in consideration of payment to them for the full value of the interest credited herein, after tax deductions, hereby agrees to indemnify and hold Mesa Pipe Line Company harmless against all losses, costs, damages, and/or expenses of any nature it might suffer because of payments made hereunder."

G.L.O. Copy.

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody, or that of any pipe line company or carrier designated by you, and the undersigned agree to look solely to you for payment of oil purchased hereunder and shall have no claim or recourse against any subsequent purchaser of said oil.

SECOND: The oil received and purchased hereunder shall be delivered at the lease to your pipe line or to any pipe line or carrier designated by you, and you shall pay for such oil to the respective owners according to the division of interest above set forth at ~~x~~ the same price per barrel received by the operator of the lease covered by this division order.

for oil of like grade and gravity, on the date of each respective run, less _____

The word "oil" used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

THIRD: You may refuse any oil which you may consider is not in its natural state or is not merchantable. In making settlement for oil: (1) deductions may be made for dirt, sediment and other impurities; (2) where a well produces oil after liquid hydrocarbons have been injected into the same for completion or reworking purposes, deductions may be made for an amount of oil equivalent to the amount of liquid hydrocarbons so injected; (3) adjustments may be made in accordance with accepted practices and rules, regulations and/or customs prevailing at the time and place of delivery. Before making payment to owners hereunder, there shall be deducted therefrom any severance, gross production, occupation or other tax imposed on the production or the purchase or sale of said oil.

FOURTH: Abstracts or other evidence of undersigned's title to said oil shall be furnished at any time upon demand. If, in your opinion, the undersigned does not have good title to the interest claimed, or in case of adverse claim of title to the land from which said oil may be produced, or to which such oil is allocated under any unit operation, or to any of said oil, you may withhold, without interest, the purchase price of proceeds of said oil, until indemnity satisfactory to you has been furnished, or until such title is made acceptable to you, or until such adverse claim is settled to your satisfaction.

FIFTH: You are hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interests, and the undersigned whose interests are affected by such money or other payments, agree to give you notice in writing addressed to you at Houston, Texas, when any such money or other payments have been completed or discharged or when any division of interest other than that set forth above shall, for any reason, become effective, and to furnish transfer orders accordingly. Each undersigned owner agrees to notify you immediately in writing at Houston, Texas, of any change in ownership affecting such owner's interest and to furnish satisfactory proof thereof. Each undersigned working interest owner agrees to notify you immediately in writing at Houston, Texas, of any change in ownership affecting any owner's interest, notice of which has been given to such working interest owner, and to furnish to you the proof of such change as given to such working interest owner. In the event notice or notices required in this paragraph are not received by you, the party failing to give such notice agrees to hold you harmless from any damage or loss which may arise by reason of your making payments to owners hereunder whose interests have changed.

SIXTH: Settlement shall be made monthly, by mailing or delivering to the undersigned owners a check or draft for the amount due on account of oil which has been run hereunder during the preceding calendar month. If at any settlement date the amount payable to any party hereunder shall be less than Five Dollars per month, settlement may be made annually. Subject to the Fourth condition, upon termination of this agreement, payment shall be made to the respective parties entitled thereto regardless of the amount or amounts due.

SEVENTH: All parties hereto who are connected with the operation of the above described lease guarantee and warrant that all oil hereunder has not been or will not be produced or otherwise handled in violation of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended and all official regulations and orders issued thereunder, and that such oil has been and will be produced in accordance with applicable laws and official rules and regulations.

EIGHTH: Each of the undersigned parties who owns a royalty interest in the lands above described recognizes as valid and subsisting and in full force and effect all oil and gas leases of record held by the herein named working interest owners, which cover or purport to cover his (her) interest in said lands as well as the above mentioned pooled unit (if this division order covers a unit) and the same are hereby adopted, ratified and confirmed.

NINTH: This division order shall become valid and binding on each owner above named as soon as signed, regardless of whether or not any of the other named owners shall have so signed, and shall be binding separately and not jointly upon the undersigned, their assigns and successors in interest, and shall inure to the benefit of yourself, your assigns and successors. Your authority to purchase oil hereunder is on a day-to-day basis only; and, without prejudice to your rights under other agreements, if any, this division order is terminable at will be either party; and in consideration of the purchase of oil hereunder, consent is given hereby to you and any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

*TENTH:

SIGNATURE OF WITNESSES:

SIGNATURE OF OWNERS:
(Please insert your correct mailing address and Taxpayer Identification Number or Social Security Number.)

STATE OF TEXAS
GENERAL LAND OFFICE
STEPHEN F. AUSTIN BUILDING
AUSTIN, TEXAS 78701
TAX I. D. # [redacted]

*TENTH: BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

The parties signatory hereto agree to indemnify and hold Mesa Pipe Line Company harmless from any and all claims, liability or causes of action of any kind whatever for payments being made hereunder in the manner above stated.

Garry Mauro
Commissioner
General Land Office

May 20, 1983

Mesa Pipe Line Comapxxy
Two Allen Center
Suite 2950
Houston, Texas 77002

RE: State Lease M-74151
John P. Coles Survey
Abstract 12, Gig 'EM Lease
Bexleson County, Texas
Oil D.O. Lease #80268

Gentlemen:

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

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

The General Land Office, 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.

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

117

M. F. 74151

CORRESPONDENCE FILE

To

DIVISION ORDER

From

Dated 5-20-83

	Initials	Date
Prepared By		
Approved By		

State Lease No. 14151
Winnie #1 Lease
Giddings (Austin Chalk) Field

	1	2	3	4	5	6
	Date Royalty Received	Production Month	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Accumulated Shortage	Penalty Due at 1% for Month
1		4-82	$ 28,420 48	$ 2842 05	$ 0	$ 2842 05	$ 2842 05	$ 28 42
2		5-82	30,904 32	3090 43	0	3090 43	5932 48	59 32
3		6-82	19,658 24	1965 82	0	1965 82	7898 30	78 98
4		7-82	19,941 44	1994 14	0	1994 14	9892 44	98 92
5		8-82	26,182 08	2618 21	0	2618 21	12,510 65	125 11
6		9-82	19,761 28	1976 13	0	1976 13	14,486 78	144 87
7	12-8-82	10-82	13,648 80	1364 88	946 233	(809 745)	6389 33	63 89
8	12-22-82	11-82	28,027 56	2802 76	2673 67	129 09	6518 42	65 18
9	1-22-83	12-82	13,459 84	1845 98	1283 99	619 99		
10	1-26-83	*			5217 73	(5217 73)	1362 68	13 63
11	2-23-83	1-83	13,446 08	1344 61	1282 68	61 93	1424 61	14 25
12	3-23-83	2-83	12,520 59	1252 06	1194 39	57 67	1482 28	14 82
13	4-22-83	3-83	22,376 70	2237 67	2134 60	103 07	1585 35	15 85
14			$ 248,347 41	$ 24,834 74	$ 23,249 39	$ 1585 35		$ 723 24
15								
16								
17								
18		* This payment was made by Mesa Pipeline Co. for 4/5/82						
19		All other payments were made by Koch Oil Co.						
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© WILSON JONES COMPANY U.S.A. • "COLUMN WRITE" G7606 PADDED / WG7606 "WYRING" BOUND •

	Initials	Date
Prepared By		
Approved By		

STATE LEASE M-74151
Gig'Em #1 lease
Giddings (Austin Chalk) Field

OPERATOR
GeoSouthern Energy Co.

	MONTH	GROSS VALUE	ROYALTY DUE 20%	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH	
1	4-82	$ 23,33376	$ 466675	0	$ 466675	$ 466675	$ 4667	1
2	5-82	30,376 00	607520	0	607520	1074195	10742	2
3	6-82	21,144 00	422880	0	422880	1497075	14971	3
4	7-82	19,748 48	394970	0	394970	1892045	18920	4
5	8-82	26,532 48	530650	0	530650	2422695	24227	5
6	9-82	19,966 40	399328	0	399328	2822023	28220	6
7	10-82	16,875 54	337511	0	337511	3159534	31595	7
8	11-82	12,967 68	259354	0	259354	3418888	34189	8
9	12-82	19,476 48	389530	0	389530	3808418	38089	9
10	1-83	6458 88	129178	0	129178	3937596	39376	10
11	2-83 *	6310 36	126207	2425798	<2499591>	1438005	14380	11
12	3-83	18,575 10	371502	354390	17112	1455117	14551	12
13	4-83	10,743 00	214860	204963	9897	1465014	0	13
14		$ 232,508 16	$ 4650165	$ 3185151	$ 1465014		$ 273922	14
15								15
16								16
17								17
18	* Koch royalty was received on 5-7-83 for 6/82-2/83							18
19	Mesa Pipeline Co. did not make payment for 445182							19
20								20
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© WILSON JONES COMPANY U.S.A. - "COLUMN WRITE" G7605 PADDED / WG7606 "WYRING" BOUND -

Garry Mauro
Commissioner
General Land Office

IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY WITH SEPARATE CHECK FOR TOTAL DUE.

May 31, 1983

Geo Southern Energy Corporation
P.O. Box 95
Brenham, Texas 77833

ATTENTION: Oil Accounting Manager

RE: State Lease M-74151
Gig 'Em #1 and Winnie #1 Lease
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

Oil royalty payments received in this office indicate the royalty was based on net value, that is, after deduction of taxes.

This is to advise the State's royalty interest is not subject to taxes and royalty must be computed on gross value prior to deductions for taxes.

For the period of April, 1982 to April, 1983, we compute additional royalty and delinquency penalty to be $19,697.95. (See attached schedule.) Please pay or make arrangement for payment of $19,697.95 which includes $16,235.49 additional royalty and the required delinquency penalty of $3462.46 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars. The delinquency penalty is computed for the period June, 1982 through May, 1983.

Sincerely yours,

Ms. Del West, Unit Supervisor
Resource Accounting
Telephone No. 512-475-4524

AG/pdg
Encl.

cc: Texas A & M University System
College Station, Texas 77843-1118
Attn; L.J. Valigura

Koch Oil Company
P.O. Box 2256
Wichita, Kansas 67201
Attn; Oil Accounting Manager

Mesa Pipeline Company
Two Allen Center, Suite 2950
Houston, Texas 77002
Attn; Oil Accounting Manager

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(118)

M. F. 74151
CORRESPONDENCE FILE
TO Gio Southern Energy Corp
FROM
DATED 5/31/83

	Initials	Date
Prepared By	BS	8/2/83
Approved By		

STATE LEASE M-7415
TEXAS A&M #1 LEASE

OPERATOR
MONTERREY PETROLEUM CORP

BURLESON COUNTY — GIDDINGS (AUSTIN CHALK GAS) FIELD

	MONTH	GROSS VALUE	ROYALTY DUE 20.0 %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH
1	APRIL 1982 (A)	3510864	702173	1029474	(327301)	(327301)	
2	JUL ✓ (B)	1803890	360778	-0-	360778	33477	335
3							
4			1062951	1029474	33477		

1% PENALTY PER MONTH ON $ 334.77
COMPUTED FROM OCT 82 - JUL 83 — 3348

PENALTY $ 3683

$ 33477 ADD'L ROYALTY
3683 PENALTY

$ 37160 TOTAL DUE

(A) CORRECTED REPORT WAS RECEIVED ON JUNE 29, 1982, HOWEVER PAYMENT WAS RECEIVED ON ORIGINAL REPORT SUBMITTED.

(B) OUR RECORDS INDICATE PAYMENT WAS ORIGINALLY RECEIVED BY US ON SEP 15, 1982 HOWEVER, CHECK WAS SUBSEQUENTLY RETURNED TO YOU AFTER RECEIPT FROM THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TX, MARKED AS "REFERRED TO DRAWER". RECORDS INDICATE THIS CHECK (#FOR 6842 $10,480.62) WAS FORWARDED TO YOU (ATTN: MR. BILL HOGAN) ON OCTOBER 1, 1982. OUR AUDIT DID NOT REFLECT A REPLACEMENT CHECK HAS BEEN RECEIVED.

Garry Mauro
Commissioner
General Land Office

IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY WITH SEPARATE CHECK FOR THE TOTAL DUE.

August 2, 1983

Monterrey Petroleum Corporation
900 Alamo Savings Tower East
909 N.E. Loop 410
San Antonio, Texas 78209

ATTENTION: GAS ACCOUNTING MANAGER

RE: State Lease M-74151
Texas A & M #1 Lease
Giddings (Austin Chalk, Gas) Field
Burleson County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Ferguson Crossing Pipeline Company gas purchase statements, and your royalty payments received for the subject lease indicates for the months of April, 1982 and July, 1982, gas royalty has been underpaid $334.77. (See attached schedule.)

Please refer to the attached schedule for comments concerning this underpayment.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please forward a check for $371.60 to pay the $334.77 additional royalty and the required statutory delinquency penalty of $36.83 as provided by Sec. 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars ($5). The delinquency penalty is computed for the period September, 1982 through July, 1983.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M. F. 74151

CORRESPONDENCE FILE

To Monterey Retro. Corp

(119)

From

Dated 8-2-83

B-file

Garry Mauro
Commissioner
General Land Office

SECOND REQUEST

August 8, 1983

Geo Southern Energy Corporation
P. O. Box 95
Brenham, Texas 77833

ATTENTION: Oil Accounting Manager

RE: State Lease M-74151
Gig 'Em #1 and Winnie #1 Lease
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated May 31, 1983 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Jeff Dusenbury

Jeff Dusenbury, Unit Supervisor
Resource Accounting
Telephone No. 512/475-4524

AG/rw

Enclosure

cc Texas A & M University System
College Station, Texas 77843-1118
Attn: L. J. Valigura

Koch Oil Company
P. O. Box 2256
Wichita, Kansas 67201
Attn: Oil Accounting Manager

Mesa Pipeline Company
Two Allen Center, Suite 2950
Houston, Texas 77002
Attn: Oil Accounting Manager

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(120)

M. F. 74151
CORRESPONDENCE FILE
TO
Leo Southern Energy Corp.
~~FROM~~
DATED 8-8-83

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843-1118

January 12, 1984

Office of the
SYSTEM COMPTROLLER

Mr. Charles Whitsel
Gas Supervisor
General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

Dear Mr. Whitsel:

Enclosed is a copy of your letter dated August 2, 1983 to Monterrey Petroleum Corporation pertaining to additional gas royalty and delinquency penalty applicable to the Texas A&M No.1 lease.

In order to facilitate the reconciliation of our records, we ask that you please furnish a copy of your schedule reflecting the calculation of the underpayment of royalty.

Yours very truly,

L. J. Valigura
Director of Finance

LJV/lh
Enclosure

Garry Mauro
Commissioner
General Land Office

IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY WITH SEPARATE CHECK FOR THE TOTAL DUE.

August 2, 1983

Monterrey Petroleum Corporation
900 Alamo Savings Tower East
909 N.E. Loop 410
San Antonio, Texas 78209

RECEIVED
OCT 23 1983
Executive Vice Chancellor
for Administration

ATTENTION: GAS ACCOUNTING MANAGER

RE: State Lease M-74151
Texas A & M #1 Lease
Giddings (Austin Chalk, Gas) Field
Burleson County, Texas

Gentlemen:

Examination of your Gas Reports (Form MA-2), Ferguson Crossing Pipeline Company gas purchase statements, and your royalty payments received for the subject lease indicates for the months of April, 1982 and July, 1982, gas royalty has been underpaid $334.77. (See attached schedule.)

Please refer to the attached schedule for comments concerning this underpayment.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please forward a check for $371.60 to pay the $334.77 additional royalty and the required statutory delinquency penalty of $36.83 as provided by Sec. 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars ($5). The delinquency penalty is computed for the period September, 1982 through July, 1983.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
PS/lkj
Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(121)

M. F. 74151
CORRESPONDENCE FILE
TO
Tex A&M Univ.
FROM
DATED 1-12-84

January 13, 1984

The Texas A&M University System
Office of the Comptroller
College Station, TX 77843

ATTENTION: MR. L.J. VALIGURA

RE: State Lease M-74151
Texas A&M #1 Lease
Giddings (Austin Chalk Gas) Field
Burleson County, Texas

Dear Mr. Valigura:

This refers to your January 12, 1984 letter, in which you request a copy of our schedule provided to the Monterrey Petroleum Corporation.

Attached is a copy of the schedule requested. Please be advised that payment was received by us on September 2, 1983.

Sincerely,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. (512) 475-2858

PS/jrf

Attachment
Schedule

M. F M-74151

CORRESPONDENCE FILE

(122)

To Texas A&M

From

Dated 1-13-84

121

KOCH OIL COMPANY

Ltr sent to -
Geo Southern Energy
5-31-83
m-74151
special acc.

January 19, 1984

Commissioner General Land
Office State of Texas
Stephen F. Austin Bldg.
Austin, TX 78701
Att'n: Jeff Dusenberry

M-74151 B-Filed

Jeff:

Per our conversation today concerning the Gigem lease Koch #34608, I am enclosing a breakdown of windfall tax withheld that will be refunded on your February 20th payment.

6/82	335.95
7/82	303.74
8/82	408.08
9/82	307.09
10/82	264.83
11/82	203.51
12/82	283.27
1/83	81.84
2/83	72.83
	$2261.13

An additonal 6248 for 1982 will be sent the end of February to reflect this refund of 1982 windfall tax. If additional information is needed, feel free to contact me.

Sincerely,

Gayle Currie

Gayle Currie
WPT Supervisor

sk

M.F. # 74151

CORRESPONDENCE FILE

TO —

FROM Koch Oil Company

DATED 1-21-84

INDEX # 124

1-31-84

DIVISION ORDER

LEASE NO. TX 999 00 00 105

March 1, 19 85

TO GEOSOUTHERN ENERGY CORP.
1425 LAKE FRONT CIRCLE
THE WOODLANDS, TEXAS 77380
(713) 363-9161

Effective: March 1, 1985

OIL DIVISION ORDER

Each of the undersigned certifies and guarantees that he, she or it (as the case may be) is the legal owner (hereinafter referred to as "Owner") of, and hereby warrants the title to, the interest as hereafter set opposite Owner's name in the proceeds derived from the sale of the oil produced from all wells on the GeoSouthern Energy Corp., Winnie No. 1 Unit

located in Burleson County, Texas, described as follows:

RETAIN FOR YOUR FILES

(SEE DIVISION ORDER ATTACHMENT)

Effective as of the date first above stated and until further notice, GeoSouthern Energy Corp. is hereby authorized to receive oil from said property, purchase it and give Owner credit herefor, subject to the following conditions, covenants and directions:

LEASE NUMBER	OWNER NUMBER	NAME	INTEREST	TYPE OF INTEREST
		Commissioner, General Land Office State of Texas	.1000000	RI
	0000957	First National Bank of Ft. Worth, Agent for Exec of the Eleanor Chance Couch, Est. #4444	.0416667	RI
	0001035	Fever Thomason Hawkins	.0138889	RI
	0000953	Abigail Thomason Corbett	.0138889	RI
	0001262	Cynthia Chance Thomason Estate, Patience Chance Thomason, Administratrix	.0138889	RI
	0001010	Getty Oil Company	.0333333	OR
	0000872	Amoco Production Company	.0333333	OR
	9999902	NRG Exploration, Inc.	.0250000	OR
	0000870	Ammex Petroleum, Inc.	.0250000	OR

GLO Copy

FIRST: The oil runs received and purchased pursuant to this division order shall become the property of GeoSouthern Energy Corp. as soon as the same are received into the custody of GeoSouthern Energy Corp. or that any pipeline company designated by you. Such oil shall be delivered f.o.b. to GeoSouthern Energy Corp. or to any pipeline company designated by GeoSouthern Energy Corp. which gathers and receives the same, and shall be paid for at the best price obtainable for the same kind and quality of oil from the field in which the above described property is located on the day of receipt thereof. Each of the undersigned agrees to bear his proportionate part of any trucking or treating charges which may be necessary to deliver the oil to any gathering system or pipeline. Pipeline grades and measurements shall govern and control in all settlements. The word, "oil," used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

SECOND: Payments shall be made monthly to Owner at the above address by check mailed on or before the 30th day of each month for the preceding month, provided if an amount due hereunder is less than $25.00, payment therefore may be withheld, without interest, until such time as the total of accumulated amounts due Owner hereunder is at least $25.00, at which time Owner shall be paid the total amount theretofore accumulated to Owner's credit, except that payments on accumulated amounts shall not be withheld longer than one (1) year from the date the first of such payments is due Owner.

THIRD: Owner authorizes GeoSouthern Energy Corp. to withhold from the proceeds of any and all oil referred to herein the amount of any tax placed thereon, or for the production thereof, by a government authority, and to pay the same on behalf of Owner. Qualities and quantities of oil shall be determined by the practice prevailing in the area in which the oil is produced and in accordance with any applicable rules or regulations of any governmental agency having recognized jurisdiction and control of the production and handling of the oil produced from the above described property, or, if such oil is being sold under the terms of any written contract or sale, by the methods specified in such contract.

FOURTH: In case of any adverse claim of title at any time during the term of this division order, Owner agrees to furnish complete abstracts of title and other evidence of title satisfactory to GeoSouthern Energy Corp. and hereby authorizes such company to withhold payment without obligation to pay interest on the amount so withheld, until satisfactory indemnity shall be furnished against such adverse claim or until the title shall be made satisfactory to GeoSouthern Energy Corp. Owner further agrees, as to the interest of Owner, in the event suit is filed in any court affecting title to said oil, either before or after severance, to notify GeoSouthern Energy Corp. in writing of such suit and to indemnify and save harmless GeoSouthern Energy Corp. against any and all liability for loss, cost, damage and expense which it may suffer or incur on account of receiving and paying Owner the proceeds derived from the sale of said oil. GeoSouthern Energy Corp. pursuant to the provisions hereof, withholds payment for any part thereof, the undersigned Owner from whom payment is so withheld agrees to indemnity and hold it harmless from liability for any tax, together with all interest and penalties incident thereto imposed or assessed against, or paid by it on account of, the sum or sums so withheld from payment to said party, and agrees that GeoSouthern Energy Corp. may deduct all such taxes, interest and penalties so paid by it from any sums owing by it to said party.

FIFTH: The owner agrees to notify GeoSouthern Energy Corp. of any change of ownership and no transfer of interest shall be binding upon GeoSouthern Energy Corp. until a transfer order and the recorded instrument evidencing such transfer, or a certified copy, thereof, shall be furnished to GeoSouthern Energy Corp. Transfers of interest shall be made effective on the first day of the calendar month in which notice is received by GeoSouthern Energy Corp.

SIXTH: GeoSouthern Energy Corp. is hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give GeoSouthern Energy Corp. notice in writing by registered letter addressed to GeoSouthern Energy Corp. at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, GeoSouthern Energy Corp. shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: Each of the undersigned who is the owner of a royalty interest in the land covered hereby, or any part thereof, by executing this division order, hereby agrees that any unit described or referred to in this division order and the lease or leases, described or referred to above or in the instrument or instruments creating any such unit, insofar as the same affects the royalty interest of the undersigned, are in full force and effect, that any such unit has been properly created, and the same are hereby ratified and confirmed; and, in consideration of the premises, each undersigned royalty owner does hereby further lease, let and demise the above described land insofar as it is covered and affected by lease or leases of record unto the owners and holders of said lease or leases, subject to and in accordance with each and all of the terms and conditions as set forth and contained in the applicable lease or leases, as the same may have been amended, and each undersigned royalty owner does hereby further agree that all land included on any such unit shall be treated for all purposes (except the payment of royalties on production had from such unit) as it were covered by each of said leases so included therein, and production of oil on any part of the acreage included in said unit shall be treated as production had from the land covered by each such lease. In the event that this division order relates to a unit, each undersigned royalty owner does hereby further agree that from and after the effective date of this division order, in lieu of the royalty specified in said lease or leases affecting the royalty interest of such royalty owner, such royalty owner shall receive as his, her or its portion of all oil production had from said unit only the unitized royalty interest set forth hereinabove opposite the name of such undersigned royalty owner.

EIGHTH: Working interest owners and operators who sign the division order and each of them, guarantee and warrant for the benefit of GeoSouthern Energy Corp. and that of any pipeline or other carrier designated by GeoSouthern Energy Corp. 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.

NINTH: This division order shall become valid and binding on each Owner who signs it, and all of the provisions hereof shall apply to each such executing party separately in the proportion hereinabove set opposite his, her or its (as the case may be) name, and the same shall be binding upon each such undersigned party's heir, successors, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, this division order is executed and made effective as of the date above written:

WITNESS	SIGNATURE AND MAILING ADDRESS:	SOCIAL SECURITY OR TAX ACCOUNT NUMBER:

IMPORTANT: TO AVOID DELAY IN PAYMENT – YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

GEOSOUTHERN ENERGY CORP.
1425 LAKE FRONT CIRCLE
THE WOODLANDS, TEXAS 77380
(713) 363-9161

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated March 1, , 19 85

covering the Winnie No. 1 Unit

Lease No. _____ Operated by GeoSouthern Energy Corp.

GeoSouthern Winnie #1

Being all that certain 160.000 acre tract of land out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, 80 acres being out of that certain 2776.36 acre tract conveyed to Texas A&M College of Texas by J. S. Mooring, et al by deed dated April 5, 1944; 80 acres being out of that certain 2727.9 acre tract under the Will of George G. Chance, Deceased, being more particularly described as tract one (Vol. 54, Page 166) of the Deed Records of Burleson County, Texas, said unit being more partivcularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract;

THENCE S 44° 10' W a distance of 500.00' to a point for corner;

THENCE N 18° 30' W a distance of 33.33' to a point for corner;

THENCE S 43° 50' W a distance of 6911.11' to a point for corner;

THENCE S 45° 30' E a distance of 1200.00' along SW line of said 2776.36 acre tract to the place of beginning of the herein described tract;

THENCE N 45° E a distance of 2070.183' to a point for corner;

THENCE S 45° E a distance of 1683.330' to a point for corner;

THENCE S 45° W a distance of 2070.183' to a point common with east corner of one 200 acre tract (known as tract one out of 2726.90 acre tract) continuing on same course for a total distance of 4140.366' to a point for corner;

THENCE N 45° W a distance of 1683.330' to a point for corner;

THENCE N 45° E a distance of 2070.183' to place of beginning of the herein described tract.

MF-74151 (126)
D.O.
5·14·1985

(126)

3·53·02

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	§	BANKRUPTCY CASE NOS.
MONTERREY PETROLEUM CORP. and	§	CASE NO. 5-83-01664-T
NEIL W. and JANET S. HINZE,	§	CASE NO. 5-83-01663-T
Debtors	§	(JOINTLY ADMINISTERED)
	§	
	§	
MONTERREY PETROLEUM CORP. and	§	CHAPTER 11 CASES
NEIL W. and JANET S. HINZE,	§	
Plaintiffs,	§	
	§	ADVERSARY NO.
V.	§	5-83-1471-T
	§	
JOHN R. BLOCKER, CAMERON	§	
ENERGY COMPANY, CAMERON	§	
ENERGY LIMITED PARTNERSHIP	§	
1980-I, GENERAL	§	
LAND OFFICE, ET AL	§	
Defendants.	§	

ORDER FOR FINAL JUDGMENT

BE IT REMEMBERED that on February 23, 1984, came on for hearing the above-numbered Complaint to Determine Interest in Proceeds Attributable to the Sale of Oil and/or Gas, proper service and notice of said Complaint having been accomplished by counsel for the Reorganized Debtor in accordance with the Bankruptcy Code and applicable Bankruptcy Rules. Be it further remembered that, pursuant to the Motion of Defendant, John R. Blocker, Briscoe Ranch, Inc. was joined as a party Defendant. And be it further remembered that this Adversary Proceeding was subsequently transferred to United States District Court for the Western District of Texas, San Antonio

Division under Civil Action No. SA-84-CA-1498, and by Order signed August 2, 1984, the Adversary Proceeding was referred to the United States Bankruptcy Court for the Western District of Texas for a determination of certain lien rights asserted by the General Land Office of the State of Texas and the disbursement of proceeds of production from the applicable properties in accordance with such determination. And be it further remembered from the announcements and appearances during the course of said hearing, and from the file in this Adversary Proceeding, that no party in interest has objected (or that objections, if made, have been resolved by agreement) to the designation of ownership interests or entitlement to proceeds of production as set forth in Exhibit "A" to said Complaint (a copy of which Exhibit being attached hereto and incorporated herein as Exhibit "A"), and based thereon, the Court finds that the relief requested in said Complaint should be GRANTED.

The Court finds that the Reorganized Debtor presently maintains, in trust, in an account established at the National Bank of Commerce of San Antonio entitled "Revenue Suspense Account", which account has been authorized by this Court, the sum of $30,345 (the "Amount Held"), representing proceeds from the sale of oil and/or gas production from the Apache Ranch Blocker No. 1-1846, (the "Well") located on the tract of land,

covered by the Oil and Gas Lease described in Exhibit "B".

The Court finds, based upon the file in this Adversary Proceeding and the entire record of these procedurally consolidated Chapter 11 proceedings, that the relative ownership interests of royalty interest owners, overriding royalty owners and working interest owners set forth on Exhibit "A" hereto are true and correct, that said interests and the payments received by the Reorganized Debtor attributable thereto are not properly of the Estate, and further finds that distribution of all sums maintained in the "Revenue Suspense Account" attributable to the Well as to these interest owners is in the best interest of these estates.

The Court finds that the General Land Office of the State of Texas (the "GLO") has asserted liens upon the oil and gas produced and the proceeds from the oil and gas produced from the Well to secure payment of "Pre-petition" royalties still owed to the State of Texas in the amount of approximately $4,275.10, plus penalty and interest of $438.01, by virtue of the oil and gas leases attached to its First Amended Answer filed in this Adversary Proceeding and TEX. NAT. RES. Code ANN. §52.136 (Vernon's 1978) ("§52.136"). The Court further finds that the GLO and Monterrey Petroleum Corp. have reached a compromise (the "Compromise") regarding the GLO's claim and, as a result, the GLO is willing to permit a disbursal of funds

in accordance with the terms of this Order. Based on the above finding, it is

ORDERED, ADJUDGED and DECREED that the GLO shall retain its right to assert a lien pursuant to §52.136 upon the oil and gas produced, and the proceeds from the oil and gas produced, from the Apache Ranch Blocker 1-1846 Well, to secure payment of any "Pre-petition" royalties still owing to the State of Texas, plus penalty and interest, as well as its right to forfeit the lease upon which the production from the Apache Ranch Blocker 1-1846 Well is authorized, should Monterrey Petroleum Corp. fail or refuse to satisfy the terms of the above mentioned Compromise within the time period proscribed therein. It is further

ORDERED, ADJUDGED and DECREED that as soon as practicable upon this Judgment becoming final and non-appealable, the Reorganized Debtor shall issue checks, drawn on the above "Revenue Suspense Account" payable to the Payees of Production equal to their relative shares of the Amount Held.

The Court further finds that some or all of the Payees of Production as of the date of this Judgment or thereafter are or may be paid directly by the first purchaser of production for their respective share of the proceeds attributable to the sale and purchase of such production and that those Payees of

Production named on Exhibit "C", hereto, have been paid directly by the first purchaser of production. It is further

ORDERED, ADJUDGED and DECREED that, with respect to the proceeds of production from the Well which shall accrue hereafter, the "Payees of Production", relative to their respective interest therein, as shown on Exhibit "A", shall be paid in one of the following two ways, depending upon the manner in which said "Payees of Production" have been paid in the past or are paid in the further:

__ 1. The current first purchaser of production from the ~~Well and~~ any subsequent first purchaser of said production, shall, for production purchased after this Judgment becomes final and nonappealable,

> first deduct and pay applicable severance taxes, and second, pay directly to all, some or none of the "Payees of Production", in the said first purchaser's discretion, their relative interest as shown on Exhibit "A", and third, pay directly to the "Payees of Production" as shown on Exhibit "C" their relative interest as shown on Exhibit "A"; and

2. In regard to the share of proceeds attributable to the sale of production from the Well which are not paid directly to all or some of the Payees of Production, as provided for in paragraph 1. above, the current first purchaser of production from the Well, and any subsequent first purchaser of said production, shall, for production purchased after this Judgment becomes final and nonappealable, first

deduct and pay applicable severance taxes, and second, pay directly to the Debtor-in-Possession by wire transfer to the "Revenue Suspense Account", Account No. 0--56-855, National Bank of Commerce of San Antonio, Texas, for subsequent disbursal by the Debtor-in-Possession, in accordance with the following:

(a) The "Revenue Suspense Account", Account No. 0-056-855 has been established and shall be maintained by Reorganized Debtor at the National Bank of Commerce of San Antonio as a trust account for the benefit of Payees of Production covered by this Judgment.

(b) The Reorganized Debtor, as trustee, is hereby empowered, authorized and directed to disburse such funds by issuing checks to the applicable Payees of Production covered by this Judgment, and depositing such checks in the United States mail, first class postage prepaid, to the last known address for such Payees of Production, and subject to the terms hereof, such disbursements shall occur as and when funds are deposited into the Revenue Suspense Account under the terms of the applicable gas and/or oil purchase agreement, but in any event not later than fifteen days after each such deposit.

(c) The calculation of payment of such proceeds shall, accordingly, be the responsibility of Monterrey

Petroleum Corp., and Monterrey Petroleum Corp. shall furnish upon demand all methods or means of calculation of the allocation of such proceeds among the applicable Payees of Production, including access to computer programs utilized, and there shall be specifically reserved from this Judgment any contest as to the method of calculation, the means of calculating or the propriety of calculation. It is further

ORDERED, ADJUDGED and DECREED that taxes paid to the State of Texas by the first purchaser of production, as provided for above, shall be borne by the various Payees of Production covered by this Judgment in proportion to their relative interest in the applicable proceeds from the sale of production.

SIGNED this _____ day of _____, 1985.

_____
United States
Bankruptcy Judge

APPROVED:

GRESHAM, DAVIS, GREGORY,
WORTHY & MOORE
1800 Frost Bank Tower
San Antonio, Texas 78205
(512) 226-4157

By: _____
One of Its Members
ATTORNEYS FOR THE DEBTOR,
MONTERREY PETROLEUM CORP.

APPROVED:

COX & SMITH INCORPORATED
600 National Bank of Commerce Building
San Antonio, Texas 78205
(512) 226-7000

By: _____
William H. Lemons, III
ATTORNEYS FOR NATIONAL BANK OF
COMMERCE OF SAN ANTONIO

APPROVED:

RUSSELL & VICKERS, INC.
300 Convent
2000 InterFirst Plaza
San Antonio, Texas 78205

By: _____
M. Frank Russell
ATTORNEYS FOR UNION BANK

APPROVED:

CLEMENS, SPENCER, WELMAKER & FINCK
1805 National Bank of Commerce Building
San Antonio, Texas 78205
(512) 227-7121

By: _____
Randolph P. Tower
ATTORNEYS FOR CAMERON ENERGY COMPANY

APPROVED:

SOULES, CLIFFE & REED
800 Milam Building
San Antonio, Texas 78205

By: _____
Hugh L. Scott, Jr.
ATTORNEYS FOR THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS

APPROVED:

REYNOLDS, ALLEN & COOK
3300 Allied Bank Plaza
Houston, Texas 77002

By: _____
Lane Thompson
ATTORNEY FOR JOHN R. BLOCKER

APPROVED:

KESSLER, KESSLER & VAUGHAN
200 East Nopal Street, Suite 200
Post Office Box 230
Uvalde, Texas 78801

By: _____
Edward G. Vaughan
ATTORNEY FOR BRISCOE RANCH, INC.

APPROVED:

JIM MATTOX
Attorney General

David R. Richards
Executive Assistant

LARRY J. LAURENT
Assistant Attorney General
Chief, Energy Division

JOSE MANUEL RANGEL
Assistant Attorney General
P. O. Box 12548
Austin, Texas 78711
(512) 475-1101

EXHIBIT "A"

APACHE RNCH BLOCKFRI-1840 OPER-MONTERREY PETROLEUM
10401-01 1 DESC-REV - 1980-I STATE-TX

BRISCOE RANCH, INC.
P.O. BOX 389
UVALDE, TEXAS 78801

1 7725 ◆ 2 P 11.500000 11.500000

CAMERON ENERGY COMPANY
1980-I
ATTN MONTE TONERLIN
262 LOSOYA. SUITE 220
SAN ANTONIO. XAS 7

1 13020 ◆ 1 B 3.906260 3.906260

CAMERON EN INITL
PARTNERSHIP J-I
1980-I
ATTN MONTE TONERLIN
262 LOSOYA. SUITE 220
SAN ANTONIO. TX 78205

1 13120 ◆ 1 7.4 7.412500

MONTERREY PETROLEUM CORP

PROPERTY/OWNER	DECK	OWNER NO.	CERT	INT TYP	PAY STAT	OWNER INTEREST	RECEIVI INTERES
GENERAL LAND OFFICE 1980-I COMMISSIONER BOB ARMSTRONG 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701	1	30925	4	2	A	12.500000	12.5000
NRC F/A/O KAREN HANES & TED S. HANES 1980-I ATTN PETROLEUM & MINERALS PO DRAWER 121 SAN ANTONIO, TX 78291	1	35920	4	1	B	1.464840	1.4648
MINOCO 1979 LC OIL&GAS PROGRAM 1980-I MINOCO SOUTHERN CORP.GEN PTNER ATTN: REVENUE SECTION 2029 CENTURY PARK EAST #2160 LOS ANGELES, CA 90067	1	60920	4	1	B	15.625000	15.62500
NRC F/A/O JERRY A. STONE, JR. 1980-I ATTN PETROLEUM & MINERALS PO DRAWER 121 SAN ANTONIO, TX 78291	1	86220	4	1	A	1.464840	1.4648
GLENWOOD WARNECKE 1980-I 109 LA PLAZA BUILDING SEGUIN, TEXAS 78155	1	93825	4	2	A	1.000000	1.000000
NRC F/A/O MONTERREY PETROLEUM 1980-I ATTN PETROLEUM & MINERALS PO DRAWER 121 SAN ANTONIO, TX 78291	1	99203	4	1	G	14.643750	14.643750
NRC F/A/O MONTERREY 1979 DRLG PARTNERSHIP 1980-I ATTN PETROLEUM & MINERALS PO DRAWER 121 SAN ANTONIO, TX 78291	1	99403	4	1	G	29.882810	29.882810

EXHIBIT "B"

APACHE RANCH BLOCKER 1-1846

Oil and Gas Lease dated May 12, 1976, by and between John R. Blocker, individually and as Agent for the State of Texas, as Lessor, and Leslie W. Dunn, as Lessee, recorded in Volume 513, Page 360, of the Deed Records of Webb County, Texas, INSOFAR ONLY as said lease covers formations and depths from the surface of the earth to a depth of 5,450 feet and INSOFAR ONLY as said lease covers the following described lands.

Beginning at the southwest corner of the N. Basquez Survey No. 1846, Abstract 2891, being the southwest corner of said Tract;

Thence, due east a distance of 3,899.7 feet to a point of the south line of said survey, being the southeast corner of said Tract;

Thence, north 11 deg. 44' 20" east a distance of 1,087.2 feet to a point, being the northeast corner of said Tract;

Thence, due west a distance of 3,899.7 feet to a point of the west line of said survey, being the northwest corner of said Tract;

Thence, south 11 deg. 44' 20" west to the point of beginning, said Tract comprising 160 acres of land, more or less.

EXHIBIT "C"

No Payees of Production are paid directly by the first purchaser of production.

M 7415 (128)

Order for Final Judgement

2-12-86

J. P.S

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: February 4, 1986

TO: Jim Swenson

FROM: Teresa Burr

SUBJECT: Monterrey Petroleum Bankruptcy Case

Reference your verbal request concerning the allocation of $82,620.36 received from the settlement agreement reached in the bankruptcy case of the subject company.

We have reviewed our records and determined these monies should be allocated as follows:

M-74151 (1370)	$ 4,384.87
M-74151 (1371)	24,847.60
M-73188 (1351)	6,565.56
M-73189 (1351)	38,094.03
M-73190 (1351)	8,728.30
	$82,620.36

/jlw

CC: ✓Dan Miller
John Hall
Pete Solis

(129)

Intra-office memo.

Disbursement of monies.

2-12-86 PS

M-74151
#80.00

4875

CORRECTED ASSIGNMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

This agreement and conveyance is made and entered into this 22nd day of August, 1985 to be effective the 31st day of December, 1984 and is by and between GETTY OIL COMPANY, whose address is P. O. Box 1404, Houston, Texas 77251, hereinafter referred to as "Assignor", and TEXACO PRODUCING INC., whose address is P. O. Box 1404, Houston, Texas 77251 hereinafter referred to as "Assignee".

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, all Assignor's right, title, and interest in and to the lands, leases and interests located in Burleson County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes.

The lands, leases and interests described in said Exhibit "A" are conveyed together with all rights and privileges incident thereto including by way of example and not limitation all of Assignor's right, title and interest in and to the following:

(1) all oil wells, gas wells, injection wells, water wells, tanks, pumps, pipe lines, water lines, roads, buildings, machinery, facilities, equipment and all other personal property and fixtures used in connection with the lands, rights, and interests, conveyed hereby and

(2) all surface estates and interests, water rights, easements and rights-of-way of every kind and character held or acquired for the purpose of exploring for, developing, operating, producing, storing, transporting, treating or processing oil, gas and/or other

572

minerals produced from or attributable to the lands, leases and interests conveyed hereby.

This assignment is executed as a corrected assigment given and accepted in place and in lieu of that certain assignment dated June 3, 1985, from Assignor to Assignee, recorded in Volume 129, Pages 290-292 of the Oil and Gas Lease Records of Burleson County, Texas, whereby error the leases assigned were not completely described. This corrected assignment does hereby correct that error and confirm the aforesaid assignment, and it shall be effective as of and retroactive to the 31st day of December, 1984.

GETTY OIL COMPANY

By _____

Its ATTORNEY-IN-FACT J. J. McGraw

Assignor

TEXACO PRODUCING INC.

By _____

Its ATTORNEY-IN-FACT J. J. McGraw

Assignee

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on August 22, 19 85, by J. J. McGraw, Attorney-in-Fact of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

Patricia Davis

Notary Public in and for the State of Texas

My commission expires: Nov. 3, 1985

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on August 22, 1985, by J. J. McGraw, Attorney-in-Fact of TEXACO PRODUCING INC., a Delaware corporation, on behalf of said corporation.

Patricia Davis

Notary Public in and for the State of Texas

My commission expires: Nov. 3, 1985

TWELIC 1979 HOUSTON DEFAULT FORM XEROX 9700

GETTY OIL COMPANY
MID-CONTINENT E & P DIVISION

REPORT-NO. 400104

EXHIBIT A
DATED
PAGE 001 OF 1 STATE OF TEXAS COUNTY OF BURLESON

TITLE NO: 317063-002 TEXAS STATE LEASE M-74151 DATE: 01/25/77
LESSOR: TEXAS A & M UNIVERSITY SYSTEM LESSEE: SKELLY OIL COMPANY
RECORDED: TYPE OGL BOOK 0020 PAGE 0052
COVERING: 3,192.06 ACRES OUT OF THE JOHN P. COLES SURVEY, ABS. NO. A-12 3192.06 GROSS ACRES

FILED FOR RECORD
at 9:00 o'clock A.M.
SEP 30 1985
Evelyn M. Henry
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.

VOL 132 PAGE 574

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 30 DAY OF SEPTEMBER, 19 85, AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 7 DAY OF OCTOBER, 19 85, AT 4:00 O'CLOCK P. M., IN THE OIL & GAS LEASE RECORD OF SAID COUNTY, IN VOL. 132, PAGE 572-574

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Brenda Williams DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

574

STATE OF TEXAS }
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 132, Pages 572-574, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 14 day of October, A.D. 1985.

Evelyn M. Henry

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY_____
Deputy

130

M 74151

Corrected Assignment

File dated 4-23-84

Garry Mauro, Commissioner

RECEIVED AS STATED
#50 00

DATE 4-23-86

Reg. No. 48115

GENERAL LAND OFFICE

4-23-86

~~209~~ 122

KOCH

KOCH OIL COMPANY

DIVISION ORDER DEPARTMENT

June 17, 1988

Re: A & M #1
Koch Lease #01525
Burleson County, TX

Dear Interest Owner:

The enclosed Division Order has been prepared in accordance with Union Pacific Resources Paysheets concerning the referenced lease.

Please return the fully signed and properly witnessed Division Orders to this office for our further handling. You may retain a copy for your files.

Koch Oil Company is now required to withhold 20% in Federal Income Tax from payments to owners who have not provided us with a taxpayer identification number. To avoid the 20% withholding, please list your social security or Federal ID number.

Your attention is also directed to the attached IRS Windfall Profits Tax form to be completed and returned, if you qualify.

Thank you for your cooperation in this matter.

Yours very truly,

Jerry Coffey

JC:sc

Enclosure

P.O. Box 2239 • Wichita, Kansas 67201 • 316/832-5500

DIVISION ORDER

PAGE NO. ____ of ____

LEASE NO.	01525
TRACT NO.	
ANALYST	JC:sc

TO: KOCH OIL COMPANY
POST OFFICE BOX 2239
WICHITA, KANSAS 67201

June 17, 1988

The undersigned, and each of them, guarantee and warrant that they are the legal owners in the proportions set out below of all the oil (which, for the purposes hereof, includes all liquid hydrocarbons purchased hereunder) produced from the Monterey Petro Corp. A & M #1 Lease #01525 Farm, and described as

John P. Coles Survey, Abstract 3,

in Burleson County or Parish, State of Texas, commencing at 7:00 A.M., the 1st day of May, 19 88, and until further written notice either from you or us you are authorized to receive for purchase on the terms hereinafter stated oil therefrom to the extent of your requirements giving credit as directed below:

LEASE NUMBER	OWNER NUMBER	NAME	INTEREST	TYPE INT.	TRACT	WPT CODE	SUSP. CODE
01525		See Attached					

WITNESS: (Sign Below)	OWNERS: (Sign Below) (PRINT OR TYPE YOUR COMPLETE ADDRESS AND TAX IDENTIFICATION NUMBER)

(Over)

PS-378

The following covenants are part of this division order and shall be binding on the above signed, their successors, legal representatives, and assigns:

FIRST — The oil run in pursuance of this division order shall become your property upon the delivery thereof to you or any Agent designated by you. You are not expected to receive oil in definite quantities nor for fixed periods nor to provide storage.

Should the oil produced from any formation in and under the herein described land be either commingled with other oil, whether such other oil be produced from one or more formations having different ownership in and under the herein described lands or in and under any other lands, or be placed in tank batteries located elsewhere than on the herein described land, prior to the time it becomes your property, the oil, commingled or otherwise, sold hereunder, shall be deemed to be the interest of the above signed in that portion of the total oil delivered which is allocated to the herein described land on the basis of the formula prescribed by the operators of the leases covering the formations or tracts of land involved and the data supplied to you with respect thereto, and you are authorized to accept such information, rely upon the same and make settlement hereunder on the basis of the quality and gravity of such commingled oil so allocated without liability to the above signed.

Should the interest of the above signed in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this division order shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan, and all revisions or amendments thereto, but otherwise to remain in full force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the above signed in that portion of the total unitized oil which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

SECOND — The oil received and purchased hereunder shall be delivered f.o.b. to your own facilities or any agent designated by you, which gathers and receives said oil, and you agree to pay for such oil to the respective owners according to the division of interest hereinabove specified, (the price agreed upon between you and the operator) less any tax you may be required to pay with respect thereto or the proceeds thereof and less applicable deductions including marketing and inactive account adjustments.

THIRD — Quantities of oil purchased hereunder shall be determined by the method of measurement and computation employed by you or the Agent designated by you to receive such oil including but not by way of limitation the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. You shall correct the volume and gravity to a temperature of 60° Farenheit and you shall deduct from such corrected volume the full percentages of basic sediment, water, and other impurities as shown by your test. You may refuse to receive any oil not considered merchantable by you.

FOURTH — We agree to furnish evidence of title satisfactory to you. Until such evidence is furnished or in the event of any adverse claim, oil lien or dispute at any time concerning title to the above described real property or the oil produced therefrom, you may withhold payment for oil accruing to the interest or interests affected thereby until you are indemnified to your satisfaction or until such adverse claim, lien or dispute shall have been fully settled, without liability for interest in either case. If suit is filed affecting the interest of any of the above signed, written notice thereof shall be given you, at the above address by party or parties affected, together with a certified copy of the complaint or petition filed. If you are made a party to such proceedings, the party or parties affected agree to indemnify you against any judgment rendered therein and to reimburse you for any costs, attorney's fees or other expenses incurred in connection therewith.

FIFTH — You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each signer hereof agrees to notify you in writing of any change in his ownership and agrees that any transfer, assignment, or conveyance of any of his interest hereunder shall be made subject to this division order and effective at 7:00 A.M. on the first day of the calendar month following the receipt of said notice by you. Without regard to whether any contingency is expressly stated in this division order, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite), or as a result of the increase or decrease in production, or as a result of a change in the depth, the method or the means of production, or as a result of a change in the allocation of production affecting the above tract or any portion thereof under any agreement or by order of Governmental authority, or resulting from any other contingency, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit pursuant to the above division of interest. In the event said written notice is not received by you, you shall be held harmless for error resulting in over or under payment, or a wrong payment of any such sum or sums. Should adjustments be necessary you shall have rights to set off any and all individual or joint liabilities we have with you, including but not limited to, proceeds from this and other lease interests owned by us.

SIXTH — This order shall bind each interest owner as soon as signed by him, whether or not signed by any other owner. All provisions herein contained shall apply to each signer hereof separately and not jointly. This order may be executed in counterparts, all of which together shall constitute one division order. No interest owner may terminate this order without giving ninety (90) days prior written notice. In consideration of the purchase of oil hereunder, consent is given you and any pipe line company which you may cause to connect with the wells and tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

SEVENTH — All parties hereto who are connected with the operation of the lease herein described severally warrant that all oil sold under this division order has been and will be produced and handled in compliance with the provisions of the Federal Fair Labor Standards Act of 1938 as heretofore or hereafter amended, and all other applicable Federal, State and Municipal laws, rules and regulations.

EIGHTH — With respect to any gas condensate purchased and sold under the terms and provisions hereof, the owners of interests in the royalty join herein for the purpose only of making the provisions hereof applicable to the proceeds of the sale of such gas condensate.

IMPORTANT: **TO AVOID DELAY IN PAYMENT — YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.**

ALL SIGNATURES SHOULD BE PROPERLY WITNESSED.

ALL DIVISION ORDERS MUST BE SIGNED EXACTLY AS SHOWN ON THE REVERSE SIDE TO AVOID DELAY IN PAYMENT.

LEASE	OWNER TAX ID NUMBER	LEASE DESCRIPTION OR/ OWNERNAME AND ADDRESS	OWNER	RECORD NUMBER	INTEREST	TYPE INT	TRACT NBR	WPT CLASS	SUSP CODE	TAX EXEMPT CODE
0001525	000000000	C HOUSTON BELL 2777 STEMMONS FREEWAY SUITE 2000 DALLAS TX 75207 DALLAS TX 75207	0166283	001	.0176563	WI	0000	1		
0001525	000000000	LARRY SATELL 8015 BROADWAY SAN ANTONIO TX 78209 SAN ANTONIO TX 78209	0166295	001	.0088281	WI	0000	1		
0001525	000000000	JAMES E SCOTT 8218 MALLIE COURT HOUSTON TX 77055 HOUSTON TX 77055	0166298	001	.0088281	WI	0000	1		
0001525	746000108	STATE OF TEXAS GENERAL LAND OFFICE STEPHEN F AUSTIN BLDG AUSTIN TX 78701 AUSTIN TX 78701	0811234	001	.2000000	RI	0000	1		01
0001525	461264227	LOUIS STUMBERG TOWER LIFE BUILDING SUITE 701 SAN ANTONIO TX 78205 SAN ANTONIO TX 78205	0820141	001	.0088281	WI	0000	1		
0001525	510078813	GETTY OIL COMPANY P O BOX 3226 DALLAS TX 75285 DALLAS TX 75285	3725320	001	.0250000	OR	0000	1		
0001525	742038611	NRG EXPLORATION INC 1425 LAKE FRONT CIRCLE SUITE 200 THE WOODLANDS TX 77380 THE WOODLANDS TX 77380	5962626	001	.0250000	OR	0000	1		
					1.0000000					

(131)

MF 74151
ITEM Letter & Division Order
TO
FROM Koch Oil Company
DATE 6-21-88 yrf

6-19-89

Gary Mauro
Commissioner
General Land Office

June 21, 1988

Koch Oil Company
P.O. Box 2239
Wichita, Kansas 67201-2239

Attention: Division Order Department

Re: State Lease M-74151
Koch lease # 01525 A&M #1, John P. Coles Survey, Abstract 3
Burleson County, Texas

Gentlemen:

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

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

The General Land Office, 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.

Should you have any questions, please call Laurel Roselle at 512/463-5042.

Sincerely,

Jeff Dusenbury by BB

Jeff Dusenbury, Manager
Royalty Management & Compliance

JD/LR/yrg

Enclosures: Copy of Division Order
Copy of Windfall Profit Tax Exemption Form

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 463-5256

(132)

MF 74151
ITEM Letter
TO Rock Oil Company
FROM
DATE 6-21-88 yrg

MW

Division Order

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: August 24, 1993
EFFECTIVE DATE: August 1, 1993
DIVISION ORDER NO.: 1000089-08

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: TAMU #5

Description: BURLESON COUNTY, TEXAS

SEE EXHIBIT "A" ATTACHED

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

THIS COPY FOR YOUR FILE

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline, designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest, thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. Commingling - If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

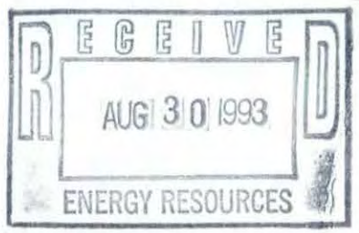
DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50473
PROPERTY NAME : TAMU #5 PRODUCT : OIL
PROPERTY NBR : 1000089-08 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0021785-01	TORCH ENERGY ASSOCIATES PO BOX 201629 HOUSTON TX 7721616	0.04444450	WI	Y
0044268-01	COLUMBIA GAS DEVELOPMENT CORP PO BOX 200336 HOUSTON TX 7721603	0.26666670	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
0102133-01	NUEVO ENERGY 1221 LAMAR STE 1600 HOUSTON TX 7701030	0.08888880	WI	Y
		1.00000000		

1.00000000


RECEIVED
AUG 30 1993
ENERGY RESOURCES


RECEIVED
AUG 30 1993
ENERGY RESOURCES

Texas General Land Office
Garry Mauro, Commissioner

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

August 31, 1993

Division Order Department
MW PETROLEUM CORPORATION
2000 POST OAK BOULEVARD
HOUSTON, TX 77056-4400

RE: Mineral File No. M-74151
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

Printed on recycled paper with soybean ink

Re: 74151 (134)
Re: Division Order
To
From
Date 8-31-93

Texas General Land Office
Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

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

Wildfire Energy Operating LLC
4582 S ULSTER ST STE 500
DENVER, CO 80237-2642

Billing Date: 2/6/2025
Billing Due Date: 3/8/2025
Customer Number: C000087797

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00414	MF074151	$0.00	$878.18	$132.91	$56.35	$1,067.44
Total Due		$0.00	$878.18	$132.91	$56.35	**$1,067.44**

Penalty and interest have been calculated thru 2/28/2025. Payment remitted after 2/28/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing
Wildfire Energy Operating LLC
Billing Date: 2/6/2025
Billing Due Date: 3/8/2025
Customer Number: C000087797

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00414	MF074151	$0.00	$878.18	$132.91	$56.35	$1,067.44
Total Due		$0.00	$878.18	$132.91	$56.35	**$1,067.44**
Amt. Paid						

Customer ID: C000087797
Invoice Number:
GLO Lease: MF074151
GLO Review: WILDFIRE ENERGY OPERATING LLC
Review Period: Sept 2023 - Aug 2024

Category Oil
Auditor/AE: Eric M
Billing Date: 2/4/2025
P&I Calculation Date: 2/28/2025
Royalty Rate: 20.00%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Dec-23	03-21415	12	1	$70.493	1	$845.91	$169.18	$0.00	$169.18	389	9.50%	$25.00	$14.53	$208.71
Jan-24	03-21415	10	1	$72.269	1	$722.69	$144.54	$0.00	$144.54	360	9.50%	$25.00	$11.32	$180.86
Feb-24	03-21415	4	1	$75.493	1	$301.97	$60.39	$0.00	$60.39	329	9.50%	$25.00	$4.24	$89.63
Mar-24	03-21415	11	1	$79.550	1	$875.05	$175.01	$0.00	$175.01	299	9.50%	$25.00	$10.93	$210.94
May-24	03-21415	21	1	$78.348	1	$1,645.30	$329.06	$0.00	$329.06	238	9.50%	$32.91	$15.33	$377.30
TOTALS		**58**				**$4,390.93**	**$878.18**	**$0.00**	**$878.18**			**$132.91**	**$56.35**	**$1,067.44**

COMMENTS: BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 03-21415 03-23848 03-25281 03-04104 05-04233

COLUMN (3) UNDERERPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC
COLUMNS (5) & (6) AVERAGE PRICE IS CALCUALTED AND USED IN THE CALCULATION
COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.martinez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.martinez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

	Stephanie Raia	Twyla Schulz
EMAIL:	sraia@wildfire-energy.com	tschulz@wildfire-energy.com

136

File No. MF074151

County

Recon Billing

Date Filed: 2/11/2025

Commissioner Dawn Buckingham, M.D.

By: VD

CONTENTS OF FILE NO. M-74151

119A. Ltr to Ammey/Petrol 6-22-83

See Letter Dated 8-8-83 in M -74151

120A. Ltr to NRC Explor. 2-1-84

121A. 2-25-84 → 2-25-85 ml

122A. Min Roy Payment 1-31-87

123A. Ltr. from Clayton W. Williams Jr, Inc 1-27-90

124A. " " " " " " 1-27-90

See Letter Dated 8/7/92 in M 73189

See Letter Dated 8/7/92 in M 73189

See Assignment in M 73189

See Assignment in M 73189

See Letter Dated 8/10/92 in M 73189

125A. LTR FROM Texaco 5-5-93

126A. PLAT "

127A. Division Order 8-6-93

128A. Division Order 8-16-93

129A. Ltr from TXO 9-24-84

130A. Comp Report well 1C 8-22-84

Scanned IN 6.13.2016

	Initials	Date
Prepared By		
Approved By		

STATE LEASE No. 74151
Texas Assn "A"
Giddings (Austin Chalk)

OPERATOR
Amoco Prod. Inc.

	MONTH	Barrels	GROSS VALUE	ROYALTY DUE 20 %	ROYALTY PAID	ADDITIONAL ROYALTY DUE	ACCUMULATED SHORTAGE	PENALTY DUE AT 1% PER MONTH
1	11-81	2.00	$ 70.00	$ 14.00	$ 0	$ 14.00	$ 14.00	$ .14
2	12-81	2.00	70.00	14.00	0	14.00	28.00	.28
3	1-82					0	28.00	.28
4	2-82					0	28.00	.28
5	3-82	2.00	65.04	13.01	0	13.01	41.01	.41
6	4-82					0	41.01	.41
7	5-82					0	41.01	.41
8	6-82	10.00	320.00	64.00	0	64.00	105.01	1.05
9	TOTAL	16.00	$ 525.04	$ 105.01	$ 0	$ 105.01		$ 3.26
10								
11								
12					1% penalty per month on $ 105.01			
13					computed from 9/82 - 5/83			9.45
14							TOTAL	$ 12.71
15								
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© WILSON JONES COMPANY U.S.A. - "COLUMN WRITE" GTR05 PADDED / WG7606 "WYRING BOUND" -

Garry Mauro
Commissioner
General Land Office

IMPORTANT: RETAIN WHITE COPY AND RETURN BLUE COPY WITH SEPARATE CHECK FOR TOTAL DUE.

June 21, 1983

Ammex Petroleum, Inc.
P. O. Box 10507
Midland, Texas 79702

ATTENTION: Oil Accounting Manager

RE: State Lease M-74151
Texas A&M "A" Lease
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

Your Oil and Condensate Reports (Form MA-1) for 11/81 - 6/82 indicate 16 barrels of skim oil charged back to the subject lease.

Your lease states that royalty is due for all oil produced. Using the monthly average price for oil sold, we compute royalty of $105.01.

Please forward your check for $117.72, which includes $105.01 additional royalty and the required statutory delinquency penalty of $12.71 as provided by Section 52.131, Texas Natural Resources Code. The statutes require that each such penalty shall never be less than Five Dollars ($5). The delinquency penalty is computed for the period January 1982 through May 1983.

Sincerely yours,

Jeff Dusenbury

Jeff Dusenbury, Unit Supervisor
Resource Accounting
Telephone No. 512/475-4524

AG/jw

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(119A)

M. F. 74151
CORRESPONDENCE FILE
TO
Amnex Petrol, Inc.
~~FROM~~
DATED 6/22/83

February 1, 1984

N R G Exploration, Inc.
1425 Lake Front Circle, Suite 200
The Woodlands, Texas 77380

ATTENTION: EDWINNA L. PLEMONS

RE: State Lease M-74151
Gig 'Em #1 Lease
Giddings (Austin Chalk) Field
Burleson County, Texas

Gentlemen:

This will acknowledge receipt of your $500.00 check for shut-in gas royalty for the above lease.

Please complete and return one copy of the enclosed shut-in gas affidavits.

If the annual shut-in affidavit has already been forwarded, please disregard this request.

Sincerely yours,

Carl Liberty, Supervisor
Resource Accounting
Telephone No. 512-475-2858
ML/lkc
Enclosure

M. F. 74157

CORRESPONDENCE FILE

120A

To TRG Explor.

From

Dated 2-1-84

SHUT-IN AFFIDAVIT

Enter appropriate comments, if any, and initial. Pass to next person within one day.

	Initial:	Date:
Affidavit Auditor	mc	2-16-84
Comments:		
Exploration & Development	EF	2-17-84
Comments:		
Legal-Energy Resources	CKP	2-22-84
Comments:		
Affidavit Auditor		
Comments:		

SHUT-IN GAS WELL AFFIDAVIT

GENERAL LAND OFFICE LEASE NUMBER M-74151

Operator GeoSouthern Energy, Corp

Lease Name Gig 'Em No. 1 Field Giddings (Austin Chalk) Field

Description of Lease: (see below)

Area _____ Tract _____

Part _____ Section _____ Block _____

Grantee _____ Acres _____ County _____

The following well or wells are classified Gas Wells by the Railroad Commission of Texas and are Shut-in:

Well # 1 Number Gas Zones Completed 1 Potential MCF/day 990

Barrels Liquid 165 Date Shut-in October 15 ,1983

Well # _____ Number Gas Zones Completed _____ Potential MCF/day _____

Barrels Liquid _____ Date Shut-in _____ ,19__

List additional wells and information under Remarks.

1. Is there a suitable market for the gas that can be produced? yes
If not, explain under Remarks.

2. Name of nearest purchaser Clajon Gas Company

3. Distance to nearest Gas Pipe Line at location Price per MCF being offered 102 gas

4. Is there a well completed within 1000' of this lease that is producing from the same reservoir in which the above mentioned well(s) is completed? no

5. Is there a well that is draining this lease, but further than 1000'? no

If Yes on 4 and/or 5, furnish: Operator _____

Lease _____ Date of first production _____

Rec. 500.00
1-30-84 Reg # 61806

Remarks:

Gig 'Em No. 1 Unit being all that certain 160.000 acre tract of land out of the John P. Coles Survey, A-12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A & M College by J. S. Mooring, et al, by Deed dated April 5, 1944, recorded in Volume 92, Page 34 of the Deed Records of Burleson County, Texas; said 2776.36 acre tract being tract No. one of three tracts included in that certain Oil, Gas and Sulphur Lease dated January 25, 1977, containing a total of 3192.06 acres, by and between the State of Texas, acting by and through the Board of Regents of the Texas A&M University System, and Lessor, and Skelly Oil Company, as Lessee, and recorded in Volume 20, Page 52 of the Oil and Gas Lease Records of Burleson County, Texas.

I certify that this statement is true and correct.

By: Ralph E. Bowman Title President

Sworn and subscribed to before me, the undersigned authority, on this 7 day of February, 1984

Edwinna L. Plemons
Notary Public in and for

EDWINNA L. PLEMONS
Notary Public State of Texas
My Commission Expires August 13, 1985
Bonded by L. Alexander Lovell, Lawyers Surety Corp.

County, State of _____

G.L.O. use only

Receiving Stamp

M.F. No. [redacted]

Affidavit and

Shut-in Gas Royalty Payment

For _____19__/_____19___

_____
Commissioner

Filed by_____
Clerk

G.L.O. use only:

M-_____

Has lease been amended?_____

Electric or Radio Active Logs filed?_____

Potential Test (RRC Form GWT-1 received?_____

Primary Term Expired _____, 19___

Acres_____Rental $_____Twice Rental $_____

Checked by_____Audited by_____

Shut-in Gas Royalty for_____19__ to_____19__ $_____

GEOSOUTHERN ENERGY CORP.
P O Box 1329
BRENHAM, TX.
77833

February 9, 1984

General Land Office
1700 North Congress Avenue
Stephen F. Austin Bldg.
Austin, Tx. 78701

ATTN: Carl Liberty, Resource Accounting

RE: State Lease M-74151
Gig "Em #1 Lease
Burleson County, Texas

Dear Sir:

Enclosed is a copy of the General Land Office Shut-In Gas Well Affidavit which has been signed by an officer of GeoSouthern Energy Corp.

Please advise if further information is required.

Very truly yours,

Edwinna L. Plemons

Edwinna L. Plemons

:elp

enclosure

(713)836-5203

1425 Lake Front Circle, Suite 200 The Woodlands, Texas 77380

January 24, 1984

Commissioner of General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

VIA: Certified Mail P 288 454 693

ATTN: Mr. Gary Mauro

RE: State Lease M-74151, Texas A & M
Burleson County, Texas

GIG EM NO. 1 UNIT

Dear Sir:

The Gig Em No. 1 Well has been shut in since October 14, 1983 due to workover operations.

In compliance with Paragraph 3(b) of the captioned lease, I am forwarding our check in the amount of $500.00 which represents the shut in gas well royalty payment.

Please execute and return one copy of this letter as indicated below as record of receipt for my files.

Thank you;

Very truly yours,

NRG EXPLORATION, INC.

Edwinna L. Plemons

Edwinna L. Plemons

500.00
Sec Section Energy Corp.
1-30-84
Reg # 61806

:elp

enclosures

cc: Genevieve Graffeo
Texas A&M University System

SHUT IN ROYALTY PAYMENT ACKNOWLEDGED
this_____day of _____, 1984

_____
Texas General Land Office

receipt returned
1-31-84 ml

(713) 363-9161

m-74151

(121) (A.) Shut in royalty

2-25-84 → 2-25-85

1-30-84

AMMEX PETROLEUM, INC.

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NO.	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
		Minimun yearly royalty				
		on A&M #1 & #2	3,192.06			
		Amount paid by Enron	2,813.41			
		Balance	378.65			$378.65
		STATE LEASE # M74151				87027311

121
9.

V-3

122A. m-74151
Mona Long. Payment
1-31-87

161

CLAYTON W. WILLIAMS, JR., INC.

500 NORTH LOOP 1604 EAST
SAN ANTONIO, TEXAS 78232
512/494-4186

April 27, 1989

Board of Regents of the
Texas A&M University System
College Station, Texas 77843-1116

RE: A&M #1
Burleson County, Texas

Gentlemen:

Herewith enclosed for your records is a plat of the proposed location for our A&M #1 well. In order to obtain access to the drillsite, we plan to construct a road of approximately 500 feet. The location of the road is shaded in red on the enclosed plat. Our field representative has discussed this matter with Mr. Kenneth Wakefield and it is our understanding that no objections were presented.

We will advise you further when we commence operations on the subject well.

If any additional information is needed or if you should have any questions, please let me know.

Yours very truly,

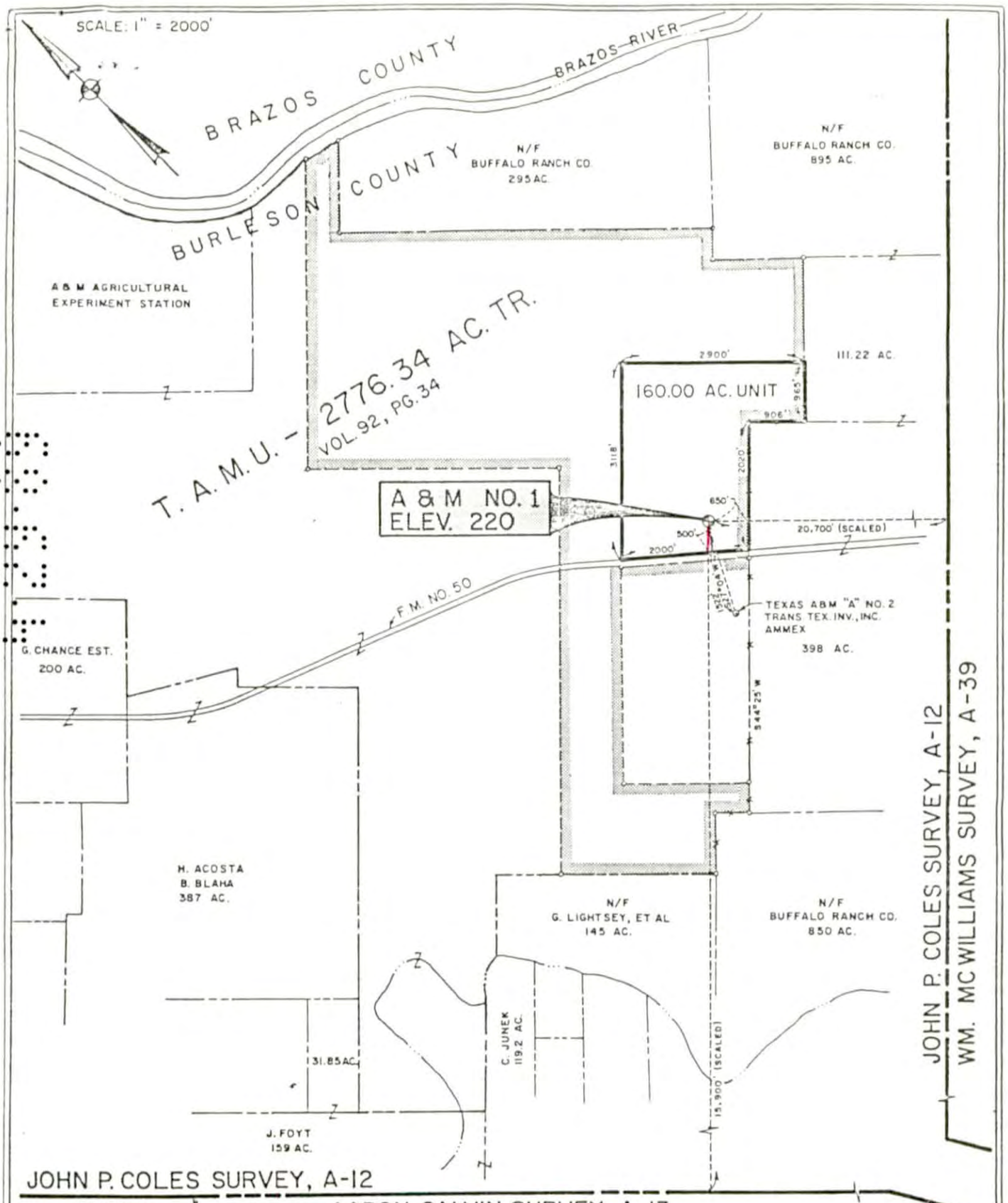
CLAYTON W. WILLIAMS, JR., INC.

John H. Sowell, III
Division Land Manager

JHS/lh

Enclosure

cc w/enclosure: General Land Office
Kenneth Wakefield



LIMITS OF 990 ACRE LEASE

NOTE: THIS PLAT PREPARED FROM DEED & LEASE RECORDS. WELL STAKED ON THE GROUND APRIL 13, 1989.

STATE OF TEXAS
S. M. KLING
2003
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1989

BY: S.M. KLING - R.P.S. NO. 2003

WELL LOCATION

A & M NO. 1

CLAYTON W. WILLIAMS, JR., INC.
JOHN P. COLES SURVEY, A-12
BURLESON COUNTY, TEXAS

SCALE: 1" = 2000' APRIL, 1989

KLING ENGINEERING AND SURVEYING
[illegible], TEXAS

(123A) M-74151

Ltr. from Clayton Williams Jr, Inc
FILED: 1-29-90

M-90-88

161

CLAYTON W. WILLIAMS, JR., INC.

500 NORTH LOOP 1604 EAST
SAN ANTONIO, TEXAS 78232
512/494-4186

May 19, 1989

M-74151

General Land Office
Austin, Texas

The Texas A&M University System
Board of Regents
College Station, Texas 77843-1116

RE: Oil, Gas and Sulphur Lease
dated January 25, 1977
between the State of Texas,
acting by and through the
Board of Regents of The Texas
A&M University System and
Skelly Oil Company
A&M #1
Burleson County, Texas

Gentlemen:

We herewith advise that Clayton W. Williams, Jr., Inc. has commenced the drilling of the A&M #1 well at the location shown on the enclosed plat. This well is being drilled on the above captioned lease pursuant to the terms of a Farmout Agreement dated February 1, 1989 between Amoco Production Company, Texaco Producing, Inc. and Clayton W. Williams, Jr., Inc.

Paragraph 11 of the subject lease states that the authority of a manager or agent to act for the Lessee must be filed at the General Land Office for the Board. If this letter is insufficient to comply with that requirement, please advise as to what further action we need to take.

If you should need any additional information at this time, please let me know.

Yours very truly,

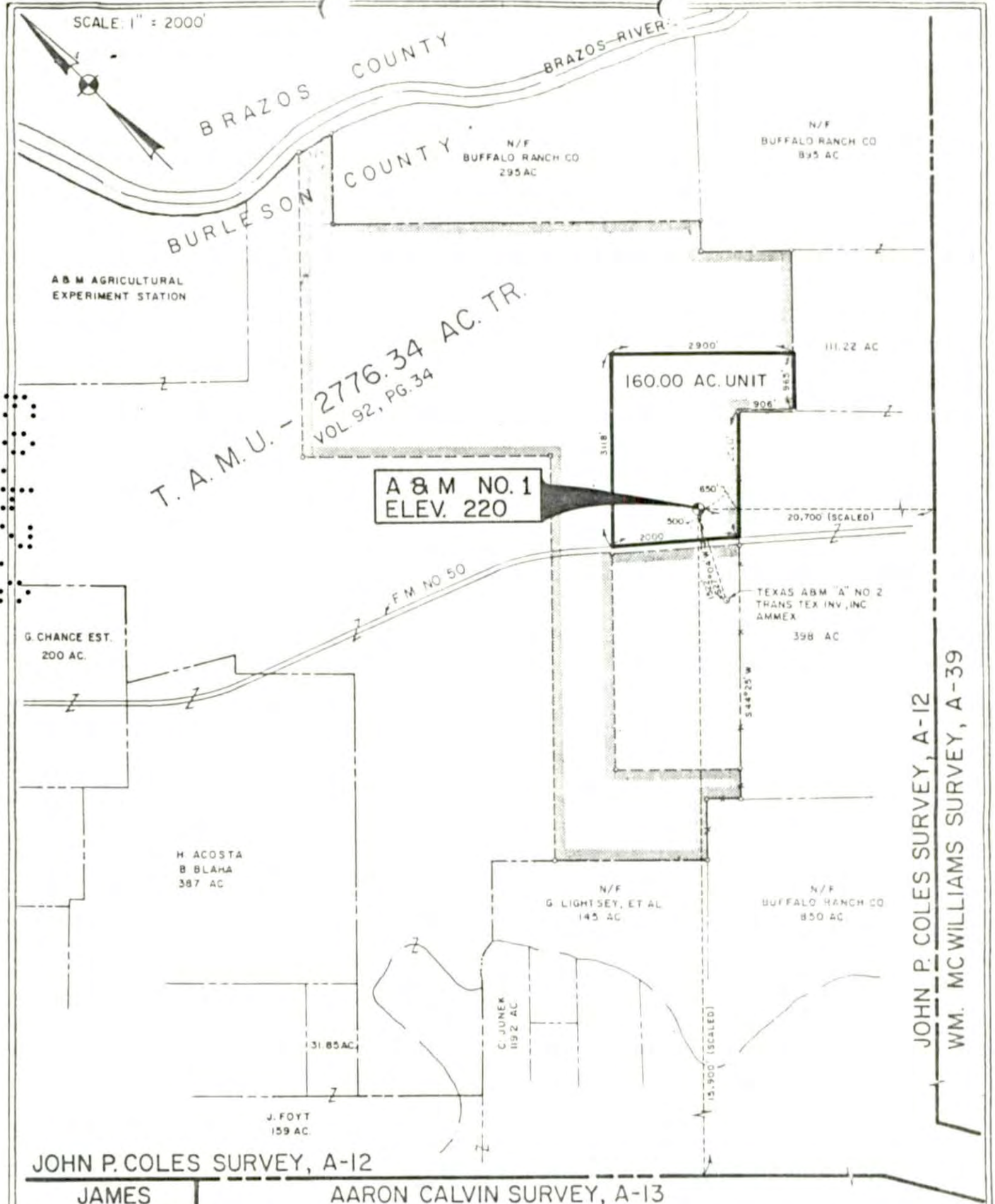
CLAYTON W. WILLIAMS, JR., INC.

John H. Sowell, III
Division Land Manager

JHS/lh

Enclosure

Bu-608



LIMITS OF 990 ACRE LEASE

NOTE: THIS PLAT PREPARED FROM DEED & LEASE RECORDS. WELL STAKED ON THE GROUND APRIL 13, 1989.

STATE OF TEXAS
S. M. KLING
2003
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1989

BY: S.M. KLING - R.P.S. NO. 2003

WELL LOCATION

A & M NO. 1

CLAYTON W. WILLIAMS, JR., INC.
JOHN P. COLES SURVEY, A-12
BURLESON COUNTY, TEXAS

SCALE: 1" = 2000' APRIL, 1989

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

(124A) M-74151

Ltr. from Clayton Williams Jr, Inc.

FILED 1-29-90

2-5-90

champlin
A Subsidiary of Union Pacific Corporation

DATE: 03/27/85

DIVISION ORDER

YOUR COPY

PROPERTY NUMBER: 000041 PRODUCT(S):CONDENSATE

PROPERTY NAME: A&M #1 COUNTY/PARISH: BURLESON

OPERATOR: MONTERREY PETROLEUM STATE: TEXAS

LEGAL DESCRIPTION: GIDDINGS (AUSTIN CHALK) FIELD, JOHN P. COLES SURVEY, A-12

GENERAL LAND OFFICE
F/B/O TEXAS A&M UNVIRSITY
GENERAL LAND OFFICE
AUSTIN TX 78701

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS. SIGNATURE IS NOT REQUIRED. IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY NUMBER OR TAX ID. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #2109341-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE RETURN THE EXECUTED DIVISION ORDER TO CHAMPLIN PETROLEUM COMPANY, P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF JUNE 1983.

OWNER(S) SIGNATURE(S) _____ SIGNATURE OF WITNESS #1 _____

SOCIAL SECURITY OR TAX ID # _____ SIGNATURE OF WITNESS #2 _____

NEW ADDRESS (IF CHANGED) _____

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	DECIMAL INTEREST
0157530	012	MONTERREY PETROLEUM CORP	OR	0.010000
2109153	001	AMMEX PETROLEUM	OR	0.025000
2109191	001	NRG EXPLORATION	OR	0.025000
2118529	001	AMOCO PRODUSTION COMPANY H	OR	0.025000
2118531	001	GETTY OIL COMPANY	OR	0.025000
2109341	001	TEXAS A&M UNVIRSITY	RI	0.200000

TYPE INTEREST LEGEND:
WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

GLO Copy

CHAMPLIN PETROLEUM COMPANY

TO:

Champlin Petroleum Company
P.O. Box 2993
Fort Worth, Texas 76113-2993

The OWNERS severally agree with Champlin Petroleum Company (CHAMPLIN) that proceeds from the sale or other disposition of oil and gas produced from the property described on the reverse side hereof, (hereinafter referred to as the "PROPERTY"), or from lands unitized therewith, shall be credited and paid to each of them, as the respective interests as set forth on the reverse side hereof, upon and subject to the following terms and conditions:

1. **OIL:** All oil and other liquid hydrocarbons produced and marketed from the PROPERTY (hereinafter referred to as "OIL") shall become the Property of the purchaser upon delivery into the custody of purchaser or into the custody of any carrier designated by the purchaser. The OIL shall be graded and measured in accordance with applicable government rules and regulations. Settlement shall be based on CHAMPLIN'S posted or quoted price for OIL of the same grade and gravity in the same producing field of area on the date such OIL is delivered to the purchaser or carrier designated by the purchaser. CHAMPLIN is authorized to reduce the price by actual cost of rendering the OIL marketable, storing it at any point other than the lease tanks, and transporting it to the point of delivery to the purchaser or carrier designated by the purchaser. If OIL produced and marketed from the PROPERTY is commingled with OIL shall be deemed to be the interest of the OWNERS in that portion of the total commingled oil delivered which is allocated to the PROPERTY on the basis of lease meter readings or any other method generally accepted in the industry as equitable basis for determining the quantity and quality of oil sold from separately owned properties.

2. **GAS:** Settlement for all GAS produced and marketed from the PROPERTY (hereinafter referred to as "GAS") shall be based upon the net proceeds at the well or wells received after the seller by deducting a fair and reasonable charge for compressing, making it merchantable, and for transporting, if it is sold off the PROPERTY. The working interest OWNERS severally agree with CHAMPLIN that all GAS produced and marketed from the PROPERTY will have been so produced and marketed in compliance with all applicable laws, rules, regulations, spacing and allowable orders of any state and federal authority having jurisdiction.

3. **SETTLEMENT:** Settlements shall be made monthly by check when accruals to your interest equal to $15.00 or more. Failure to supply an accurate social security or tax I.D. number may cause Champlin to withhold 20% of your interest in accordance with Backup Withholding legislation.

4. **UNITIZATION:** If the interest of an OWNER in OIL or GAS is pooled or unitized with other interests in one or more other properties by voluntary agreement, declaration, operation of law or by action of any governmental authority with jurisdiction, the OIL or GAS produced and marketed for such pool or unit shall be that portion of the total pooled or unitized oil or gas which is allocated to the PROPERTY by such authority and the portion so allocated shall be deemed for all purposes to have been actually produced from the PROPERTY.

5. **EVIDENCE OF TITLE:** If any dispute of question concerning title to the interest of any OWNER in the PROPERTY and/or in the OIL or GAS produced therefrom or the proceeds thereof, CHAMPLIN shall be furnished, on demand, such abstracts and other evidence of title as as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of CHAMPLIN, or until indemnity satisfactory to CHAMPLIN is furnished, CHAMPLIN is authorized to withhold proceeds, without interest, on OIL and GAS due the OWNER of the disputed or questioned interest. If any action or suit is filed in any state of federal court or administrative body affecting any OWNER'S interest in OIL or GAS or proceeds due such OWNER, written notice shall be immediately furnished to CHAMPLIN by such OWNER, stating the court or administrative body in which the action or suit is filed and the title thereof.

6. **CHANGE OF OWNERSHIP:** OWNERS shall notify CHAMPLIN of each change of ownership in any interest in OIL or GAS, and each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon CHAMPLIN until it shall have received: (a) a recorded instrument of instruments evidencing such transfer or change, (b) such further evidence as CHAMPLIN may require; and (c) a properly executed transfer order signed by all parties in interest. All such transfers of interests in changes in parties entitled to receive shall be effective as of 7:00 a.m. of the first day of the calendar month following the month in which notice is received by CHAMPLIN.

7. **CONTINGENT INTERESTS:** Each OWNER hereby relieves CHAMPLIN from any responsibility and liability for determining whether any OWNER'S interest set forth on the reverse side hereof shall revert to or otherwise become owned by other parties, decrease or increase as a result of the completion of discharge of money or other payments with respect to said interest or for any other reason. When any such change in ownership occurrs, each OWNER whose interest is affected therby agrees to give CHAMPLIN notice in writing by registered mail, addressed to CHAMPLIN at the address shown above, and, further agrees to furnish satisfactory evidence of such change in ownership together with transfer orders signed by all parties in interest. In event such notice is not received by CHAMPLIN, it shall be indemnified and held harmless and is hereby released from any and all causes of action, damages or loss which may arise or result from any over-payment or improper payment.

8. **TAXES:** CHAMPLIN shall deduct from any proceeds due an OWNER any and all production, severance, gathering, excise, sales, and other or dissimilar taxes, charges or assessments (or any interest or penalties in connection therewith) now or hereafter levied, assessed or placed on such proceeds, or on such OWNER'S interest in the OIL or GAS, by any government authority.

9A. **WARRANTIES:** Each OWNER hereby certifies, guarantees, and warrants for CHAMPLIN'S benefit and that of any pipe line or other carrier designated to run or transport OIL or GAS that all OIL or GAS tendered hereunder has been and shall be produced from or lawfully allocated to the PROPERTY in accordance with all Federal, state,and local laws, orders, rules and regulations.

B. Each OWNER hereby warrants and agrees to forever defend the title to such OWNER'S interest in the OIL or GAS as well as the proceeds credited to such OWNER'S interest according to the division of interest as set forth on the reverse side hereof. Satisfactory abstracts and other evidences of title shall be furnished CHAMPLIN by the OWNER at any time on demand. In the event of a failure to so furnish such evidence of title, or in case of adverse claim of title to the land from which such GAS or liquid hydrocarbons are produced, or adverse claim of title to the net proceeds above described, CHAMPLIN shall be indemnified by the OWNER against all reasonable cost and expense necessarily incurred in defending against such claims, and may retain the purchase price of such OIL or GAS without interest until such adverse claim is settled and determined.

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

champlin
A Subsidiary of Union Pacific Corporation

PROPERTY NUMBER 000041

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	DECIMAL INTEREST
0157530	011	MONTERREY PETROLEUM CORP	WI	0.609609
2082515	001	JAMES SCOTT	WI	0.008828
2082565	001	LARRY SATELL	WI	0.008829

TYPE INTEREST LEGEND:
WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST
PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

CHAMPLIN PETROLEUM COMPANY

TO:
Champlin Petroleum Company
P.O. Box 2993
Fort Worth, Texas 76113-2993

(125A)

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

Texaco USA
Eastern E&P Region

P O Box 60252
New Orleans LA 70160

M-74151

December 5, 1990

General Land Office
for the Board of Regents
for the Texas A&M University System
1700 N. Congress Ave.
Austin, TX 78701-1495
Attention: Walt Rosenbusch

Re: **G-317063 - Reveille No. 1 Well**
Burleson County, Texas
Giddings Field

Gentlemen:

As per the terms of our January 25, 1977, Oil & Gas Lease from Texas A&M, we are notifying you of our plans to commence drilling operations on the Reveille No. 1 Well. Enclosed for your records is a plat of the proposed location. A survey plat of the proposed drillsite road is also enclosed. If any additional information is needed or if you have any questions, call our Mr. Bradley J. Rome at (504) 595-1038.

Please sign below acknowledging your receipt of this letter and return Texaco's copy to the undersigned at the above address. Thank you.

Yours very truly,

D. J. Webre
Land Manager - Onshore
Eastern E&P Region

BJR:clb
12/5/1.WP

cc: w/attachments
Board of Regents of The
Texas A&M University System
College Station, Texas 77843-1116
Attention: Eddie Gose

BY: _____ **DATE:** _____

Texaco USA
Eastern E&P Region

P O Box 60252
New Orleans LA 70160

December 5, 1990

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for the Board of Regents
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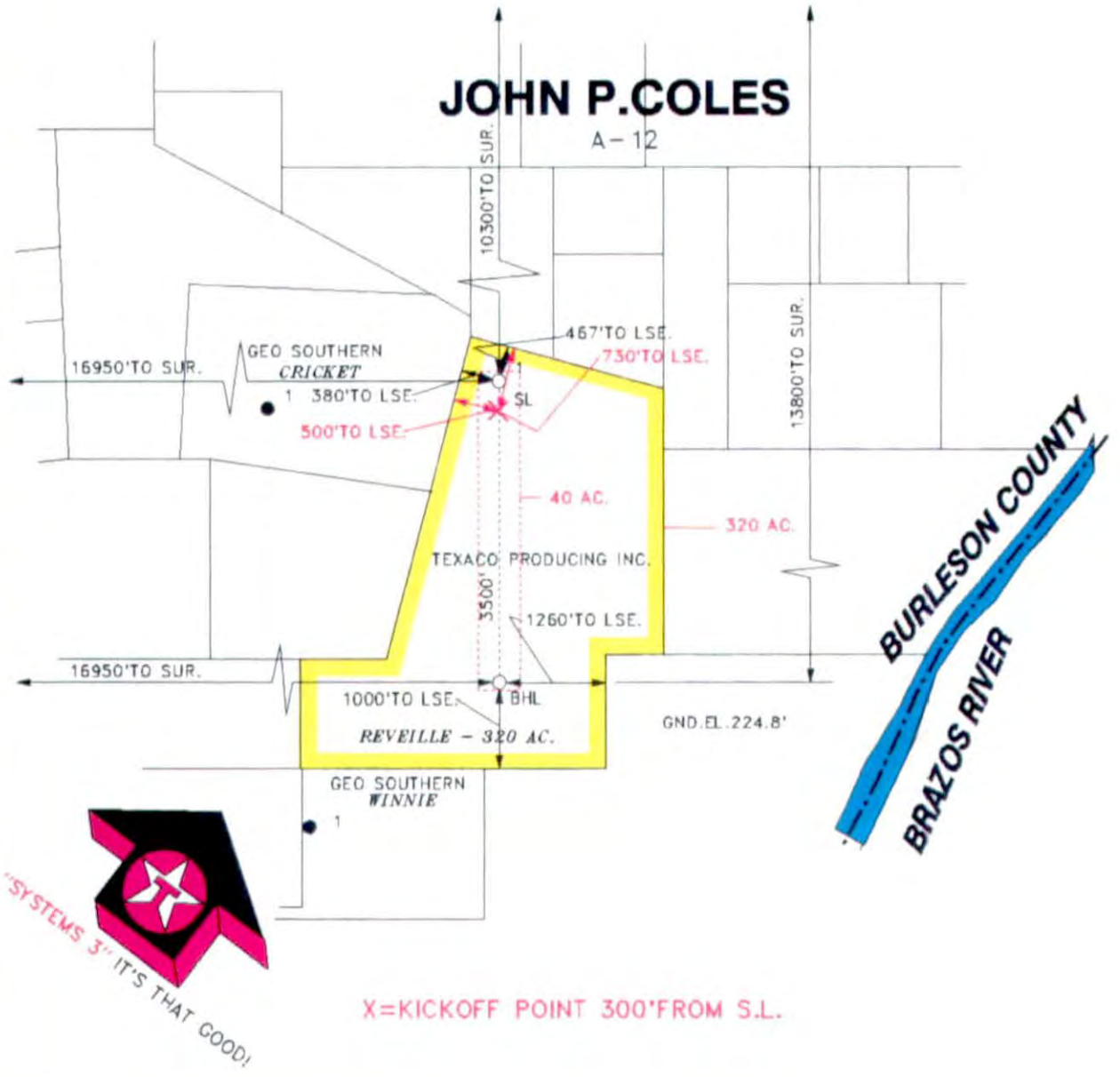
D. J. Webre
Land Manager - Onshore
Eastern E&P Region

BJR:clb
12/5/1.WP

cc: w/attachments
Board of Regents of The
Texas A&M University System
College Station, Texas 77843-1116
Attention: Eddie Gose

BY: _____ **DATE:** _____

TEXACO'S COPY



EASTERN REGION
ONSHORE PRODUCING DIVISION

ASSETS, WEST
P.O.BOX 60252
NEW ORLEANS,LA.70160

GIDDINGS FIELD AREA

BURLESON COUNTY,TEXAS

REVEILLE WELL NO.1

DATE:12/90

D.HAAG,E.A.

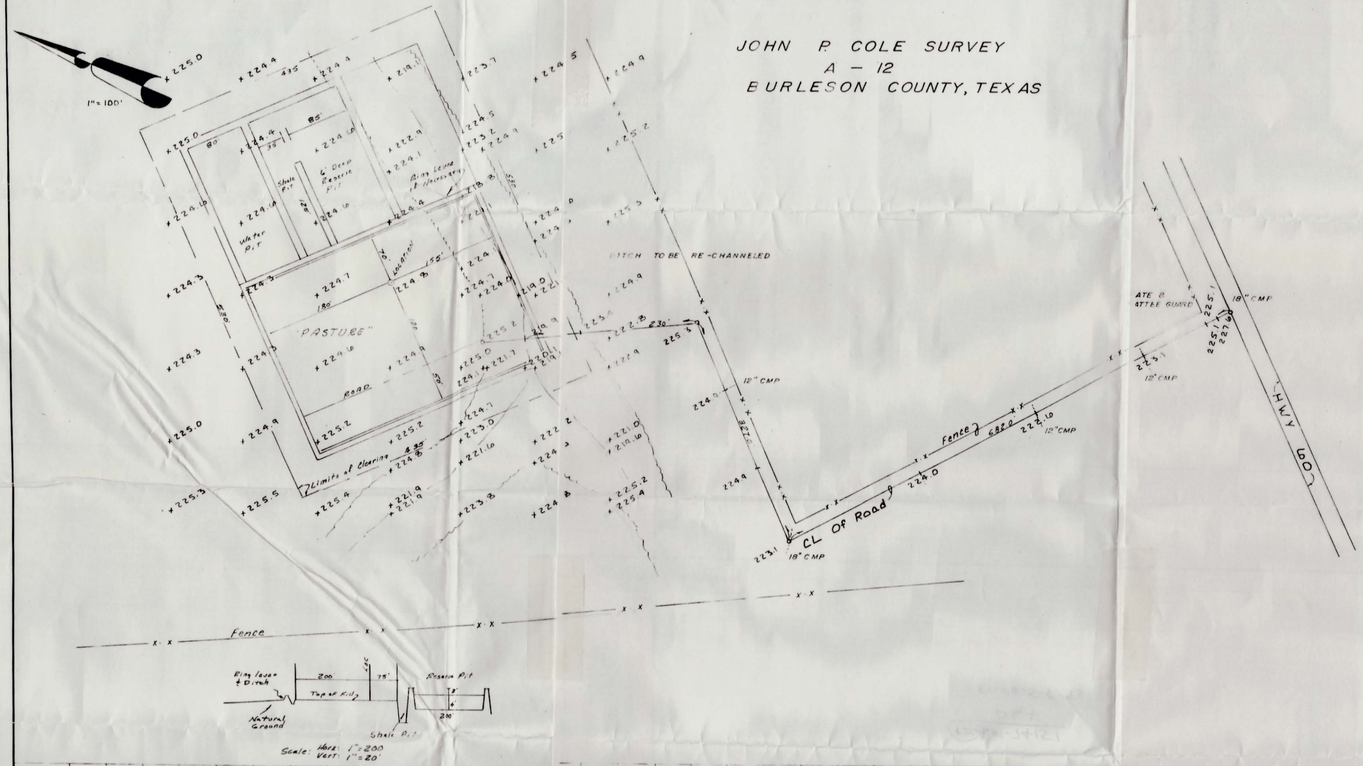
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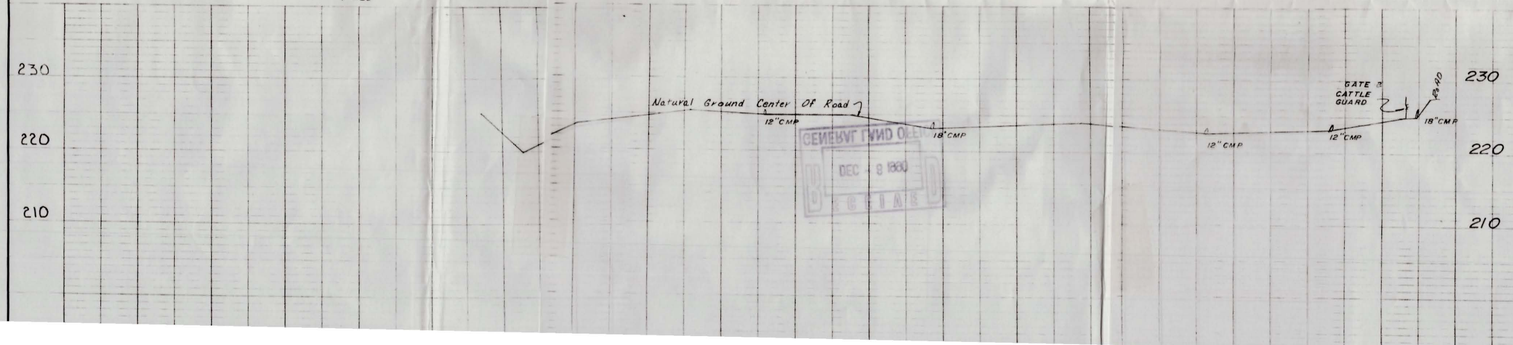
(1259) M-74151

Ltr. fr. Texaco

Filed: 5593

15-9-80





PLAT

SHOWING THE GRID ELEVATIONS AND THE CENTERLINE PROFILE OF THE PROPOSED ROAD ON THE REVEILLE NO. 1 WELL IN THE JOHN P. COLES SURVEY, ABSTRACT NO. 12, BURLESON COUNTY, TEXAS. WELL IS LOCATED IN A STRAIGHT LINE ABOUT SOUTH 27 WEST, 9.5 MILES FROM THE TOWN OF BRYAN, TEXAS.

TEXACO PRODUCING INC.
ONSHORE PRODUCING DIVISION
P. O. BOX 60252
NEW ORLEANS, LA. 70160

SNOOK AREA
GIDDINGS FIELD
BURLESON COUNTY, TEXAS

REVEILLE NO. 1

SURVEYED BY:
Affiliated Surveyors, Inc.
P. O. Box 838
Rusk, Texas 75785
(903) 683-2504

Wayne Morgan
Registered Professional Land Surveyor No. 1969
November 29, 1990

STATE OF TEXAS
REGISTERED
WAYNE MORGAN
1969
PROFESSIONAL
LAND SURVEYOR

PLAN
SURVEY
NOTE BOOK
No.
PLOTTED
ALIGNMENT CHECKED
XY COORD CHECKED

GENERAL LAND OFFICE
DEC 8 1990
RECEIVED

RECEIVED
DEC - 8 1990
GENERAL LAND OFFICE

(12CA M-74151
Plat
FILED: 5-5-93

BURLESON COUNTY, TEXAS
A - 15
JOHN P. COLE SURVEY

TO **UPG Falco**
P.O. Box 20108
Shreveport, LA 71120

DIVISION ORDER CONTRACT NO. 17231
Effective as of 07/01/85
Issued: 08/07/85

We, the undersigned, and each of us, hereby declare, warrant and agree that we are the owners, in the proportions set out below, of all the oil produced from the

Operator: ANNEX | Lease: TEXAS A&M A #1-A | Field: GIDDINGS -AUSTIN CH

Described as

TEXAS A&M A NO. 1-A, BURLESON COUNTY, TEXAS. OIL AND GAS LEASE DATED JANUARY 25, 1977, FROM TEXAS A & M UNIVERSITY SYSTEM, LESSOR, TO SKELLY OIL COMOPANY, LESSEE, RECORDED IN BOOK 20, AT PAGE 52, OF THE RECORDS OF BURLESON COUNTY, TEXAS, INSOFAR BUT ONLY INSOFAR AS SAID LEASE COVERS AND AFFECTS THAT 160 ACRES, MORE OR LESS, IN THE JOHN P. COLES 7-1/2 LEAGUE, ABSTRACT 12, BURLESON COUNTY, TEXAS.

We, and each of us, declare and agree that you are not obligated to purchase all the oil produced from the above described property and that you are hereby authorized, until further notice to receive from said property for purchase from said parties severally in the proportions named, that part of such oil as you desire to purchase, subject to the following conditions:

1. The oil purchased under the provisions of this division order shall become your property as soon as the same shall be taken into your custody or delivered on your order to a connecting carrier.

2. Settlement for the oil purchased by you under the terms of this division order shall be based upon the price agreed upon between you and the operator or, in the absence of such an agreed price, then on the basis of the prevailing price paid by you for oil of the same gravity, grade and quality received in the same field on the same date, subject to payment of severance tax and the cost of treating the oil as necessary to render it merchantable.

3. In computing the amount of oil received, corrections shall be made for temperature, at the time and place of delivery. Temperature deductions or allowances shall be made on a basis of 60° Fahrenheit temperature in accordance with the ASTM D 1250-80 Petroleum Measurement Tables. The oil, when delivered to you or your agent, must be free from excessive impurities. Proper deductions shall be made for any impurities. When it is necessary to treat the oil to render it merchantable, such treatment shall be at the expense of the seller.

4. We, and each of us, agree to furnish you satisfactory evidence of title to the property and the oil and, in the event of our failure to do so, to furnish to you a corporate indemnity bond or other security satisfactory to you before requiring payment for said oil and we further agree that you may retain the purchase price of the oil without interest, until satisfactory evidence of title, bond or other security is furnished, as above set forth. We, and each of us, further agree that in the event of adverse claim, question or dispute at any time concerning the title to such oil or any part thereof or to the land or lease from which such oil is produced, you may retain without interest the proceeds of all oil received to the extent of the interest involved in such adverse claim, question or dispute, until indemnity satisfactory to you has been furnished or until said claim, question or dispute as to ownership has been finally determined, and, in the event any action or suit is filed in any court affecting the title either to the real property above described or to the oil produced therefrom in which any of the undersigned are parties, written notice of the filing of said action shall be immediately furnished to you by the undersigned stating the court in which same is filed and the title of such action or suit.

5. You are authorized to pay when required or permitted by any law, all taxes, fees and charges imposed by the federal or state governments, or any political subdivision thereof, in respect to or which may be a lien upon said production or the proceeds therefrom, or the lease from which the production is obtained and to deduct from any amount accrued hereunder to the undersigned such party's proportionate part of the payment so made.

6. You are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interests, or as a result of the increase in production or as a result of a change in the depth, the method or the means of production, or as a result of a change in the allocation of the tract or tracts to a well or wells on the above described property by conventional agreement or by order of governmental authority, or resulting from any other contingency, and you are hereby authorized to continue to remit, pursuant to the below division of interest, until you receive notice in writing to the contrary by mail addressed to you at Shreveport, Louisiana. You shall be held harmless in the event said written notice is not received and are hereby relieved of any responsibility for loss arising out of an overpayment or otherwise as a result of the failure to receive said written notice.

7. In the event any interest listed herein is transferred or assigned in whole or in part, the transferor agrees to make such transfer, insofar as your payments for oil are concerned, effective at 7:00 A.M. on the morning of the first day of a calendar month. The transferor is further obligated to promptly furnish you with a certified copy of the instrument effecting the transfer, and agrees to execute your regular form of transfer order reflecting such transfer or assignment.

8. You may discontinue purchasing oil produced from the above described property on giving forty-eight (48) hours notice to the person, firm or corporation in charge of the operations for producing oil therefrom.

9. This agreement and division order may be signed in counterpart and shall become valid and binding on each and every owner named herein as soon as signed by such owner, regardless of whether or not any of the other named owners have so signed.

10. If the proceeds accruing to any interest hereunder should amount to less than twenty-five dollars ($25.00) per month, UPG Falco is hereby authorized to make payment for such accruals on an annual basis, such payments to be made within sixty (60) days following each calendar year.

11. Where the term "oil" is used herein, it is intended to include "distillate or condensate."

12. Each of the undersigned agrees to protect and indemnify you from, against and for any loss or expense which you may suffer or sustain or become liable for by reason of your purchase, pursuant hereto, of said undersigned's interest, as herein set out, in said oil and the payment therefor to said undersigned, regardless of how the same may arise.

OWNER NUMBER 80255

STATEMENT OF OWNERSHIP AND ORDER OF DIVISION

Name and Address	Interest(s)	Type of Interest
GENERAL LAND OFFICE PAYEE FOR TEXAS A & M UNIVERSITY STATE LEASE M74151 1700 NORTH CONGRESS AUSTIN, TX 78701	.20000000	ROYALTY
SEC 17231 000 80255		

We hereby authorize you to run said oil, and, until further notice, to pay for all oil taken from said property, as herein indicated:

WITNESSES: (There must be two witnesses to each signature.)

OWNER SIGNATURE:

22 (1-85)

CLO COPY

Social Security or Federal Identification Number 74-6000531 W

MW

Division Order

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: July 27, 1993
EFFECTIVE DATE: April 1, 1993
DIVISION ORDER NO.: 1000089-06

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: TAMU #3

Description: John P. Coles Survey A-12
Burleson County, Texas

SEE ATTACHED EXHIBIT "A"

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

THIS COPY FOR YOUR FILE

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline, designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. Commingling - If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50314
PROPERTY NAME : TAMU #3 PRODUCT : OIL
PROPERTY NBR : 1000089-06 DECK CODE : M2

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0021785-01	TORCH ENERGY ASSOCIATES PO BOX 201629 HOUSTON TX 7721616	0.04444450	WI	Y
0044268-01	COLUMBIA GAS DEVELOPMENT CORP PO BOX 200336 HOUSTON TX 7721603	0.26666670	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
0102133-01	NUEVO ENERGY 1221 LAMAR STE 1600 HOUSTON TX 7701030	0.08888880	WI	Y
		1.00000000		
		1.00000000		

Texas General Land Office
Garry Mauro, Commissioner

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

August 06, 1993

Division Order Department
MW PETROLEUM CORPORATION
2000 POST OAK CENTRAL
HOUSTON, TX 77056-4400

RE: Mineral File No. M-74151
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

Printed on recycled paper with soybean ink

M-74151
Division Order
8-6-93
(12A)

MW

Division Order

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: August 11, 1993
EFFECTIVE DATE: April 1, 1992
DIVISION ORDER NO.: 1000089-01

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: **TAMU #1**

Description: **BURLESON COUNTY, TEXAS**

JOHN P. COLES SURVEY

SEE EXHIBIT "A" ATTACHED

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

THIS COPY FOR YOUR FILE

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline, designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest, thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. Commingling - If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ49899
PROPERTY NAME : TAMU #1 PRODUCT : OIL
PROPERTY NBR : 1000089-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0022286-01	TEXACO EXPLORATION & PROD INC ATTN: JOINT INTEREST ACCT PO BOX 200778 HOUSTON TX 7721607	0.40000000	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
		1.00000000		

Texas General Land Office
Garry Mauro, Commissioner

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

August 16, 1993

Division Order Department
MW PETROLEUM CORPORATION
2000 POST OAK BOULEVARD
HOUSTON, TX 77056-4400

RE: Mineral File No. M-74151
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid, Landman
Lease Administration
Energy Resources

DR/dr

Printed on recycled paper with soybean ink

M-74151 (128A)
Division Order
8/16/93

M-74151
Division Order
8-16-93
(128A)

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140. Texaco Ltr 5/14/96	
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142 ASSIGNMENT 05/01 12/04/03	
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145 email to JA 5/27-09	
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147 Audit Report Ltr Apache 5-4-12	
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Scanned sm 11/21/13	

GLO-S-08-(1-82)

Texas General Land Office
Garry Mauro, Commissioner

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

December 7, 1994

Torch Energy Advisors, Inc.
Attn: Ms. Lynn Krailo
1221 Lamar, Ste. 1600
Houston, Texas 77010-3039

Re: Mineral File No. M-74151
TEA, Inc. #25008635

Dear Ms. Krailo:

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

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

If you should have any questions, please feel free to call me at (512) 475-1507.

Sincerely,

Mao-Ping Ku

Mao-Ping Ku
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

MPK:mrg

Enclosures

Printed on recycled paper with soybean ink

TORCH ENERGY ADVISORS
INCORPORATED
1221 LAMAR, SUITE 1600
HOUSTON, TEXAS 77010-3039

WRITER'S DIRECT NO.:
(713) 756-1874

TEL (713) 650-1246
FAX (713) 655-1269

October 20, 1994

Columbia Gas Development
P O Box 200336
Houston, TX 7721603

Commissioner of General Land Office
For Texas A&M University System
Stephen F. Austin Bldg.
1700 Congress
Austin, TX 78701

Re: TAMU #5 M-74151
TEA #25008635
Operator: MW Petroleum Corporation
Burleson County, TX

Dear Interest Owners:

Effective November 1, 1994, Torch Energy Marketing will market 50% of the gas proceeds for the TAMU #5, on behalf of Torch Energy Associates, Nuevo Energy Company and Columbia Gas Development. In this regard, we have prepared a division order reflecting your royalty interest which burdens Columbia, Torch and Nuevo's gross working interest in the referenced unit.

Enclosed are two (2) copies of our Gas Division Order for the referenced unit. After you have reviewed this division order, sign and print your name, have your signature witnessed by two individuals, insert your Social Security and return one copy in the furnished envelope.

Should you have any questions, please contact me at (713) 756-1874.

Very truly yours,

Land Administration Department

Lynn Krailo
Division Order Analyst

/lk
enclosures

RECEIVED
OCT 28 1994
ENERGY RESOURCES

Gas Division Order

TO: TORCH ENERGY ADVISORS
1221 LAMAR, SUITE 1600
HOUSTON, TX 77010-3039

Property No.: 25008635

Effective: FIRST PRODUCTION

The undersigned severally and not jointly certifies it is the legal owner of the interest set out on the attached of all the gas (the term "gas" including, without limitation, gas well gas, casinghead gas, and condensate, natural gas liquids, and all other constituent elements of the raw gas stream) produced from the property described below:

Operator: MW PETROLEUM CORPORATION

Property Name: TAMU #5

PLEASE SIGN AND RETURN

Legal Description:

531.41 ACRE UNIT LOCATED IN THE JOHN P. COLES SURVEY, A-12, BURLESON COUNTY, TEXAS.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF GAS.

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

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out on the attached.

Gas: The payor shall pay all parties at the contract price received by the producer for gas produced and sold from the subject property. Purchaser shall compute quantity and make corrections for BTU content, delivery pressure and temperature.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $25 may be accrued before disbursement until the total amount equals $25 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

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

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

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

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt o such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

NOTICE: Failure to furnish your Social Security or Taxpayers Identification number will result in a 31 percent withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

LK 10/21/94

TORCH ENERGY ADVISORS INC
DIVISION ORDER DEPARTMENT
1221 LAMAR
SUITE 1600
HOUSTON, TX 77010

Date: 10/17/94
Prepared By: llak
Verified: _____

TAMU #5 25008635
BURLESON, TEXAS
531.41 ACRE OUT OF THE JOHN P COLES SURVEY, A-12, BURLESON COUNTY, TX.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below in all the oil or gas produced from the well(s) referenced

CREDIT TO:	Pay Type	Interest / Type		OWNER SIGN BELOW AND INCLUDE PAYEE TAX IDENTIFICATION NUMBER
63279 FOR TEXAS A&M UNIVERSITY SYSTEM COMMISSIONER OF GENERAL LAND OFFICE STEPHEN F AUSTIN BLDG AUSTIN, TX 78701	DO	0.100000000	RI	(SIGNATURE) (SOCIAL SECURITY OR TAX ID NUMBER)
TOTAL INTEREST		0.100000000		(WITNESS SIGNATURE) (WITNESS SIGNATURE)

P A Y T Y P E S L E G E N D
DO NEED EXECUTED COPY OF DIVISION ORDER

IMPORTANT: NO PAYMENT WILL BE MADE UNTIL TORCH ENERGY ASSOCIATES HAS YOUR SOCIAL SECURITY/ TAX I.D. NUMBER.

M- 74151
Division Order
File Dated DEC 0 8 1994

(135)

Texaco Inc

P O Box 4325
Houston TX 77210-4325

April 21, 1995

Texas General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

Attn: Mr. Pete Brady

RE: Delinquent Royalties Penalty Invoice
GLO Register No. 95035425

Dear Mr. Brady:

The subject invoice included penalty and interest for State Lease No. 74151 in the amount of $22,027.39. Based on Texaco's review of the lease agreement, no language is contained within the lease agreement which would indicate that penalty and interest are due for this "school" lease.

The balance of the invoice amount due ($2,059.39) is for State Lease No. 29500 for the period of June 1989 through November 1990. Per my recent conversation with Mr. Rick Ramirez with the Energy - Audit group of the General Land Office, Texaco's position is that there are offsetting principal amounts due Texaco for State Lease No. 56402 during the same time period (excluding November 1990) included in the current state audit of Texaco. Mr. Ramirez advised that the state viewed these as separate issues and there would be no offsets. Therefore, Texaco is enclosing payment for penalty and interest in the amount of $2,059.39 for State Lease No. 29500 under protest.

Please contact me at (713) 752-7610 if you have any questions or require any additional information.

D. S. Johnson

D. S. Johnson
Accounting Supervisor
Gas East Accounting Region

DSJ:vdl
04\21\01

Enclosures

cc: Mr. Rick Ramirez

RECEIVED
APR 27 1995

REDUCTION APPROVED PER
JEFF DUSENBURY.
PEB

M-74151 136

TEXACO LTR

DATED: 4-21-95

P-95-02

6·8·95

Texaco Inc

P O Box 4325
Houston TX 77210-4325

S.P.

June 5, 1995

Texas General Land Office
1700 N. Congress Avenue
Austin, TX 78701

ATTN.: Jeff Dusenbury

RE: TAMU Unit No. 1
State Lease No. 74151
Credit request

Dear Mr. Dusenbury:

For the production months of June through December 1994, Texaco Exploration & Production Inc. (TEPI) was paid for gas sales by the gas purchaser of the above referenced unit and in turn paid state royalty based on those sales. Subsequent information indicated that TEPI was paid for the sale of gas for 5 wells in the unit when TEPI has an interest in only two of the wells. This error has been corrected and now TEPI is requesting a credit to our account in the amount of $28,693.21.

The enclosed gas purchase statements and revised GLO reports reflect the adjustments made to the original sales from the TAMU No. 1 well and the volume that should have been recorded for the TAMU No. 1 and No. 4 wells. Also included are the original GLO reports and gas purchase statements supporting the original payments.

Please contact Ms. Leslie Devereaux at (713) 752-7122 if you have any questions or require any additional information.

D. S. Johnson

mr.

D. S. Johnson
Accounting Supervisor
Gas East Accounting Region

LAH:vdl
06\05\01

Enclosures

cc: CWPachall

RECEIVED
JUN - 8 1995

Elli 03 21415

RECAP OF ROYALTY PAYMENTS FOR STATE LEASE NO. 74151

WAS REPORTED
TAMU #1
- wells # 1,2,3,4,5

	Dec-94	Nov-94	Oct-94	Sep-94	Aug-94	Jul-94	Jun-94	TOTAL
Volume	36,962	44,204	48,812	44,216	31,774	34,572	43,354	283,894
Gross Value	118,639.72	144,036.92	161,245.52	146,034.88	104,455.82	113,262.98	135,239.42	922,915.26
Royalty Due	11,863.97	14,403.69	16,124.55	14,603.49	10,445.58	11,326.29	13,523.94	92,291.51

SHOULD BE REPORTED
TAMU #1
- wells # 1,4

	Dec-94	Nov-94	Oct-94	Sep-94	Aug-94	Jul-94	Jun-94	TOTAL
Volume	25,544	30,006	33,000	27,958	22,186	24,422	28,606	191,722
Gross Value	83,068.90	99,028.94	110,176.80	93,250.76	73,721.00	81,040.96	95,695.74	635,983.10
Royalty Due	8,306.89	9,902.89	11,017.68	9,325.08	7,372.10	8,104.09	9,569.57	63,598.30

AMOUNT OF CREDIT REQUESTED

	Dec-94	Nov-94	Oct-94	Sep-94	Aug-94	Jul-94	Jun-94	TOTAL
Volume	(11,418)	(14,198)	(15,812)	(16,258)	(9,588)	(10,150)	(14,748)	(92,172)
Gross Value	(35,570.82)	(45,007.98)	(51,068.72)	(52,784.12)	(30,734.82)	(32,222.02)	(39,543.68)	(286,932.16)
Royalty Due	(3,557.08)	(4,500.80)	(5,106.87)	(5,278.41)	(3,073.48)	(3,222.20)	(3,954.37)	**(28,693.21)**

** The Gas Purchase Statements from the operator are shown at Texaco's interest of 50%. The volumes and values for the GLO reports are therefore inflated so that state royalty is paid at 100%.

M.F. 74151 (137)

Correspondence File

To Texaco

From

Dated 6/29/95

Texas General Land Office
Garry Mauro, Commissioner

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

June 30, 1995

D. S. Johnson
Texaco, Inc.
PO Box 4325
Houston, Texas 77210-4325

Re: TAMU #1, #2, #3, #4 & #5
State Lease No. 74151
Credit Request

Dear Mr. Johnson,

I am reviewing your request for credit in the amount of $28,693.21. There seems to be some confusion on my part about who is involved with this lease and what their interest is. I need to research this lease to determine if all production has been accounted for and if all payments have been made correctly.

At this time, it is necessary that the credit be put on hold until we can come to an accurate conclusion.

I have been in touch with David Shakelford and he has provided me with some information to help in my research.

If you have any comments or questions on this matter please feel free to contact me at (512) 475-2266.

Sincerely,

Sabrina Pope

Sabrina Pope
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

CC: David Shakelford

Printed on recycled paper with soybean ink

(138)

M.F. 74151

Correspondence File

To Texaco

From

Dated 6/30/95

Texas General Land Office
Garry Mauro, Commissioner

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

February 15, 1996

Columbia Gas Development Corporation
Attn: Ms. Katy Yearian
P.O. Box 1350
Houston, TX 77251-1350

Re: Mineral File No. M-74151
Columbia's Property No: TX 469-001-A&B

Dear Ms. Yearian:

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

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

If you should have any questions, please feel free to call me at (512)475-1544.

Sincerely,

Amanda Allen

Amanda Allen
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

AA

Enclosures

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MF# 74151

GAS DIVISION ORDER

TO: Columbia Gas Development Corporation (Payor)
P.O. Box 1350
Houston, TX 77251-1350

6/94 → Present #
Check to see if MW Paid for them

Property No.: TX 469--001---A & B
Effective: June 1, 1994

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

MW PETROLEUM CORPORATION
T.A.M.U. #2 & #3
Burleson County, TX

Well Location:	
T.A.M.U. #2	T.A.M.U. #3
SL: 15,300' FNWL & 3,550' FSEL, BHL: 19,500' FNWL & 3,000' FSEL, J.P. Coles A-12 Survey, Burleson County, Texas.	SL: 19,700' FNWL & 1,300' FNEL BHL: 24,000' FNWL & 2,800' FNEL (River) J.P. Coles A-12 Survey, Burleson County, Texas.

OWNER NO.	TAX I.D./SOC. SEC. NO. PAYEE	DIVISION OF INTEREST
	Commissioner of the General Land Office for Texas A&M University System, State of Texas	0.20 x 0.33333333 = 0.06666667 RI

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS. TO THE EXTENT ANY PROVISION OF THIS AGREEMENT IS INCONSISTENT OR IN CONFLICT WITH ANY PROVISION CONTAINED IN SUCH OTHER LEAWE OR AGREEMENT, THE PROVISIONSS OF SUCH OTHER LEASE OR AGREEMENT SHALL BE CONTROLLING AND THIS AGREEMENT SHALL BE CONSTRUED AS IF THE INCONSISTENT OR CONFLICTING PROVISION HAD NOT BEEN INCLUDED.

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

VALUATION: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $25 may be acrrued before disbursement until the total amount equals $25 or more, or until December 31 of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify payor and reimburse payor for payments made to the owner in accordance with such division of interest if the owner does not have merchantable title to the production sold.

DISPUTE; WITHHOLDING OF FUNDS: In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

NOTICES: The owner agrees to notify payor at least one month in advance of the effective date of any change in interest in production woned by the owner.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS:	Signature of Interest Owner	Social Security/Tax I.D. No.	Address

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

(139)

M- 74151

Division Order

File Dated FEB 19 1996

3-18-96

June 5, 1995

S.P.

Texas General Land Office
1700 N. Congress Avenue
Austin, TX 78701

ATTN.: Jeff Dusenbury

RE: TAMU Unit No. 1
State Lease No. 74151
Credit request

Dear Mr. Dusenbury:

For the production months of June through December 1994, Texaco Exploration & Production Inc. (TEPI) was paid for gas sales by the gas purchaser of the above referenced unit and in turn paid state royalty based on those sales. Subsequent information indicated that TEPI was paid for the sale of gas for 5 wells in the unit when TEPI has an interest in only two of the wells. This error has been corrected and now TEPI is requesting a credit to our account in the amount of $28,693.21.

The enclosed gas purchase statements and revised GLO reports reflect the adjustments made to the original sales from the TAMU No. 1 well and the volume that should have been recorded for the TAMU No. 1 and No. 4 wells. Also included are the original GLO reports and gas purchase statements supporting the original payments.

Please contact Ms. Leslie Devereaux at (713) 752-7122 if you have any questions or require any additional information.

David Shakelford
(713) 752-7269

D. S. Johnson

mr.

D. S. Johnson
Accounting Supervisor
Gas East Accounting Region

LAH:vdl
06\05\01

Enclosures

cc: CWPachall

RECEIVED
JUN - 8 1995
LAND RESOURCES

Elli 03 21415

RECAP OF ROYALTY PAYMENTS FOR STATE LEASE NO. 74151

WAS REPORTED
TAMU #1
- wells # 1,2,3,4,5

	Dec-94	Nov-94	Oct-94	Sep-94	Aug-94	Jul-94	Jun-94	TOTAL
Volume	36,962	44,204	48,812	44,216	31,774	34,572	43,354	283,894
Gross Value	118,639.72	144,036.92	161,245.52	146,034.88	104,455.82	113,262.98	135,239.42	922,915.26
Royalty Due	11,863.97	14,403.69	16,124.55	14,603.49	10,445.58	11,326.29	13,523.94	92,291.51

SHOULD BE REPORTED
TAMU #1
- wells # 1,4

	Dec-94	Nov-94	Oct-94	Sep-94	Aug-94	Jul-94	Jun-94	TOTAL
Volume	25,544	30,006	33,000	27,958	22,186	24,422	28,606	191,722
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Royalty Due	8,306.89	9,902.89	11,017.68	9,325.08	7,372.10	8,104.09	9,569.57	63,598.30

AMOUNT OF CREDIT REQUESTED

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Gross Value	(35,570.82)	(45,007.98)	(51,068.72)	(52,784.12)	(30,734.82)	(32,222.02)	(39,543.68)	(286,932.16)
Royalty Due	(3,557.08)	(4,500.80)	(5,106.87)	(5,278.41)	(3,073.48)	(3,222.20)	(3,954.37)	**(28,693.21)**

** The Gas Purchase Statements from the operator are shown at Texaco's interest of 50%. The volumes and values for the GLO reports are therefore inflated so that state royalty is paid at 100%.

Texas General Land Office
Garry Mauro, Commissioner

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

June 30, 1995

D. S. Johnson
Texaco, Inc.
PO Box 4325
Houston, Texas 77210-4325

Re: TAMU #1, #2, #3, #4 & #5
State Lease No. 74151
Credit Request

Dear Mr. Johnson,

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I have been in touch with David Shakelford and he has provided me with some information to help in my research.

If you have any comments or questions on this matter please feel free to contact me at (512) 475-2266.

Sincerely,

Sabrina Pope

Sabrina Pope
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

CC: David Shakelford

3/6

Note:
Adj reports don't appear to have been filed.
* Watch *

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0. C*

3 954.37 -
117.55 -
898.18 +
3 222.2 -
108.03 -
3 073.48 -
150.33 -
5 278.41 -
165.96 -
5 106.87 -
4 500.8 -
150.29 -
3 557.08 -
28 487.19 -T

0. T

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 06 19 94 — 05/06/95 — 91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + # 4

PRODUCTION/DISPOSITION/VALUE	Was Reported	Should be Reported	Net Difference
A. Production Volume	A. 21677 ~~43,354~~	14303 ~~28,608~~	<14,748>
B. Non-sales Disposition Volume — No Royalty Due — * Code ____	B.		<7374>
C. Non-sales Disposition Volume — Royalty Due — * Code ____	C.		
1. Price	1.		
2. BTU	2.		
3. Gross Value	3.		<7374>
D. Non-processed Gas Sales Volume	D. 21677 ~~43,354~~	14303 ~~28,608~~	<14,748>
1. Price	1. 3.119	3.345	.226
2. BTU	2. 1.000	1.000	
3. Gross Value	3. ~~135,239.42~~	~~95,695.74~~	<39,543.68>
E. Residue Gas Sales Volume	E. 67,619.71	47,847.87	<19,771.84>
1. Price	1.		
2. BTU	2.		
3. Gross Value	3.		

* NON-SALES CODES: 1 Used on lease; 2 Used off lease, vented, flared, lost; 3 GLO taken-in-kind; 4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS			
A. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
B. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
C. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
D. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		

** LIQUIDS/PRODUCTS CODES: 1 Gasoline; 2 Propanes; 3 Butanes; 4 Ethanes; 5 Condensate; 6 Sulphur; 7 Other NGLS; 8 Other products

ROYALTY CALCULATION			
A. Gross Value for All Products	A. 67 619.71 ~~135,239.42~~	47,847.81 ~~95,695.74~~	<19,771.84> <39,543.68>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.		
C. Total Gross Value .200000	67619.71 C. ~~135,239.42~~	47847.81 95,695.74	<19,771.84> <39,543.68>
D. Royalty Due Royalty Decimal 0.100000	D. 13,523.94	9,569.57	<3,954.37>

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 07 19 94 — 02/08/95 — 91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.			
B. Non-sales Disposition Volume — No Royalty Due — * Code ____	B.			
C. Non-sales Disposition Volume — Royalty Due — * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			
D. Non-processed Gas Sales Volume	D.	7286 84.572	7286 84.572	
1. Price	1.	3.310	3.276	< .034 >
2. BTU	2.	1.000	1.0 ?	
3. Gross Value	3.	114,438.44	113,262.98	< 1,175.46 >
E. Residue Gas Sales Volume	E.	57,219.22	56,631.49	< 587.73 >
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

ROYALTY CALCULATION				
A. Gross Value for All Products	A.	57,219.22 ~~114,438.44~~	56,631.49 ~~113,262.98~~	< 587.73 > ~~< 1,175.46 >~~
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value	C.	57,219.22 ~~114,438.44~~	56,631.49 ~~113,262.98~~	< 587.73 > ~~< 1,175.46 >~~
D. Royalty Due — Royalty Decimal 0.200000 ~~0.100000~~	D.	11,443.84	11,326.29	< 117.55 >

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 07 19 94

11/08/94

91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.			
B. Non-sales Disposition Volume No Royalty Due * Code ____	B.			
C. Non-sales Disposition Volume Royalty Due * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			
D. Non-processed Gas Sales Volume	D.	1,728634.572	1,728634.572	
1. Price	1.	3.050	3.310	.260
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	105,456.60	114,438.44	8,981.84
E. Residue Gas Sales Volume	E.	52728.30	57,219.22	4490.92
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION				
A. Gross Value for All Products	A.	52728.30 105,456.60	57,219.22 114,438.44	4490.92 8,981.84
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value	C.	52728.30 105,456.60	57,219.22 114,438.44	4490.92 8,981.84
D. Royalty Due Royalty Decimal .200000 .100000	D.	10,545.66	11,443.84	898.18

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED: 07 19 94

05/06/95

91-520-879

STATE LEASE NUMBER: M- 74151

TYPE OF REPORT
- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number _____

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + # 4

PRODUCTION/DISPOSITION/VALUE	Was Reported	Should be Reported	Net Difference
A. Production Volume	A. 17,286 34,572	12,211 24,422	<10,150>
B. Non-sales Disposition Volume — No Royalty Due — * Code ____	B.		<5075>
C. Non-sales Disposition Volume — Royalty Due — * Code ____	C.		
1. Price	1.		
2. BTU	2.		
3. Gross Value	3. 17286	12,211	<5075>
D. Non-processed Gas Sales Volume	D. 34,572	24,422	<10,150>
1. Price	1. 3.276	3.318	.042
2. BTU	2. 1.000	1.000	
3. Gross Value	3. 113,262.98	81,040.96	<32,222.02>
E. Residue Gas Sales Volume	E. 56,631.49	40,520.48	<16,111.01>
1. Price	1.		
2. BTU	2.		
3. Gross Value	3.		

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS			
A. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
B. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
C. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
D. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION			
A. Gross Value for All Products	A. 56,631.49 ~~113,262.98~~	40,520.48 ~~81,040.96~~	<16,111.01> <~~32,222.02~~>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.		
C. Total Gross Value	C. 56,631.49 ~~113,262.98~~	40,520.48 ~~81,040.96~~	<16,111.01> <~~32,222.02~~>
D. Royalty Due — Royalty Decimal .200000 ~~0.100000~~	D. 11,326.29	8,104.09	<3,222.20>

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-24

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 08 19 94

02/08/95

91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.			
B. Non-sales Disposition Volume No Royalty Due * Code ____	B.			
C. Non-sales Disposition Volume Royalty Due * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.	15,887	15,887	
D. Non-processed Gas Sales Volume	D.	31,774	31,774	
1. Price	1.	3.321	3.287	<.034>
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	105,536.12	104,455.82	<1,080.30>
E. Residue Gas Sales Volume	E.	52,768.06	52,227.91	<540.15>
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS				
A. ** Code ____ 1. Volume	1.			
2. Price	2.			
3. Gross Value	3.			
B. ** Code ____ 1. Volume	1.			
2. Price	2.			
3. Gross Value	3.			
C. ** Code ____ 1. Volume	1.			
2. Price	2.			
3. Gross Value	3.			
D. ** Code ____ 1. Volume	1.			
2. Price	2.			
3. Gross Value	3.			

** LIQUIDS PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION				
A. Gross Value for All Products	A.	52,768.06 / 105,536.12	52,227.91 / 104,455.82	<540.15> / <1,080.30>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value .200000 .100000	C.	52,768.06 / 105,536.12	52,227.91 / 104,455.82	<540.15> / <1,080.30>
D. Royalty Due Royalty Decimal ____	D.	10,553.61	10,445.58	<108.03>

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED: 08 19 94

05/06/95

91-520-879

STATE LEASE NUMBER: M- 74151

TYPE OF REPORT
- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.	5887 31,774	11,093 22,186	< 9,588 >
B. Non-sales Disposition Volume — No Royalty Due — * Code ____	B.			< 4794 >
C. Non-sales Disposition Volume — Royalty Due — * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			< 4794 >
D. Non-processed Gas Sales Volume	D.	5887 31,774	11,093 22,186	< 9,588 >
1. Price	1.	3.287	3.323	.036
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	104,455.82	73,721.00	< 30,734.82 >
E. Residue Gas Sales Volume	E.	52,227.91	36,860.50	< 15,367.41 >
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

** LIQUIDS PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION		Was Reported	Should be Reported	Net Difference
A. Gross Value for All Products	A.	52,227.91 104,455.82	36,860.50 73,721.00	< 15,367.41 > < 30,734.82 >
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value	C.	52,227.91 104,455.82	36,860.50 73,721.00	< 15,367.41 > < 30,734.82 >
D. Royalty Due — Royalty Decimal 0.100000 (1,200000)	D.	10,445.58	7,372.10	< 3,073.48 >

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 09 19 94 — 02/08/95 — 91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.			
B. Non-sales Disposition Volume No Royalty Due * Code ____	B.			
C. Non-sales Disposition Volume Royalty Due * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			
D. Non-processed Gas Sales Volume	D.	~~22,108 44.216~~	~~22,108 44.216~~	
1. Price	1.	3.337	3.303	<.034>
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	~~147,538.22~~	~~146,034.88~~	<1,503.34>
E. Residue Gas Sales Volume	E.	73,769.11	73,017.44	<751.67>
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION				
A. Gross Value for All Products	A.	~~147,538.22~~ 73,769.11	~~146,034.88~~ 73,017.44	~~1,503.34~~ <751.67>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value	C.	~~147,538.22~~ 73,769.11	~~146,034.88~~ 73,017.44	~~1,503.34~~ <751.67>
D. Royalty Due Royalty Decimal .200000 .100000	D.	14,753.82	14,603.49	<150.33>

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED: 09 19 94

05/06/95

91-520-879

STATE LEASE NUMBER: M- 74151

TYPE OF REPORT
- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number _____

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.	22,108 ~~44,216~~	13,979 ~~27,958~~	~~<16,258>~~
B. Non-sales Disposition Volume — No Royalty Due * Code ____	B.			<8129>
C. Non-sales Disposition Volume — Royalty Due * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.	22,108	13,979	<8129>
D. Non-processed Gas Sales Volume	D.	~~44,216~~	~~27,958~~	~~<16,258>~~
1. Price	1.	3.303	3.335	.032
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	146,034.88	93,250.76	<52,784.12>
E. Residue Gas Sales Volume	E.	73,017.44	46,625.38	<26,392.06>
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION		Was Reported	Should be Reported	Net Difference
A. Gross Value for All Products	A.	~~146,034.88~~ 73,017.44	~~93,250.76~~ 46,625.38	<26,392.06> ~~<52,784.12>~~
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
C. Total Gross Value 1.200000 / Royalty Decimal 0.100000	C.	~~146,034.88~~ 73,017.44	~~93,250.76~~ 46,625.38	<26,392.06> ~~<52,784.12>~~
D. Royalty Due	D.	14,603.49	9,325.08	<5,278.41>

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED: 10 19 94

02/08/95

91-520-879

STATE LEASE NUMBER: M- 74151

TYPE OF REPORT
- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number ____

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE	Was Reported	Should be Reported	Net Difference
A. Production Volume			
B. Non-sales Disposition Volume No Royalty Due * Code ____			
C. Non-sales Disposition Volume Royalty Due * Code ____			
1. Price			
2. BTU			
3. Gross Value			
D. Non-processed Gas Sales Volume	2440648.812	2440648.812	
1. Price	3.337	3.303	< .034- >
2. BTU	1.000	1.000	
3. Gross Value	162,905.10	161,245.52	< 1,659.58- >
E. Residue Gas Sales Volume	81,452.55	80,622.76	< 829.79 >
1. Price			
2. BTU			
3. Gross Value			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLC taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS			
A. ** Code ____ 1. Volume			
2. Price			
3. Gross Value			
B. ** Code ____ 1. Volume			
2. Price			
3. Gross Value			
C. ** Code ____ 1. Volume			
2. Price			
3. Gross Value			
D. ** Code ____ 1. Volume			
2. Price			
3. Gross Value			

** LIQUIDS-PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION			
A. Gross Value for All Products	81,452.55 / 162,905.10	80,622.76 / 161,245.52	< 829.79 > / < 1,659.58- >
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)			
C. Total Gross Value	81,452.55 / 162,905.10	80,622.76 / 161,245.52	< 829.79 > / < 1,659.58- >
D. Royalty Due Royalty Decimal .200000 / .100000	16,290.51	16,124.55	< 165.96- >

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 10 19 94 — 05/06/95 — 91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE	Was Reported	Should be Reported	Net Difference
A. Production Volume	A. 24406 ~~48,812~~	16,500 ~~33,000~~	~~<15,812->~~
B. Non-sales Disposition Volume — No Royalty Due * Code ____	B.		<7906>
C. Non-sales Disposition Volume — Royalty Due * Code ____	C.		
1. Price	1.		
2. BTU	2.		
3. Gross Value	3. 24406	16,500	<7906>
D. Non-processed Gas Sales Volume	D. ~~48,812~~	~~33,000~~	~~<15,812->~~
1. Price	1. 3.303	3.339	.036
2. BTU	2. 1.000	1.000	
3. Gross Value	3. ~~161,245.52~~	~~110,176.80~~	~~<51,068.72->~~
E. Residue Gas Sales Volume	E. 80,622.76	55,088.40	<25,534.36>
1. Price	1.		
2. BTU	2.		
3. Gross Value	3.		

* NON-SALES CODES: 1 Used on lease; 2 Used off lease, vented, flared, lost; 3 GLO taken-in-kind; 4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS			
A. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
B. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
C. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
D. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		

** LIQUIDS/PRODUCTS CODES: 1 Gasoline; 2 Propanes; 3 Butanes; 4 Ethanes; 5 Condensate; 6 Sulphur; 7 Other NGLS; 8 Other products

ROYALTY CALCULATION			
A. Gross Value for All Products	A. ~~161,245.52~~ 80,622.76	~~110,176.80~~ 55,088.40	~~<51,068.72->~~ <25,534.36>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.		
C. Total Gross Value 1.200000	C. ~~161,245.52~~ 80,622.76	~~110,176.80~~ 55,088.40	~~<51,068.72->~~ <25,534.36>
D. Royalty Due Royalty Decimal 0.100000	D. 16,124.55	11,017.68	(5,106.87-)

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED: 11 19 94

05/06/95

91-520-879

STATE LEASE NUMBER: M- 74151

TYPE OF REPORT
- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.	(44,204	(30,006	(14,198)
B. Non-sales Disposition Volume — No Royalty Due — * Code ____	B.	22,102	15,003	(7099)
C. Non-sales Disposition Volume — Royalty Due — * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.	22,102	15,003	(7099)
D. Non-processed Gas Sales Volume	D.	(44,204	30,006	(14,198)
1. Price	1.	3.258	3.300	.042
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	(144,036.92	(99,028.94	(45,007.98)
E. Residue Gas Sales Volume	E.	72,018.46	49,514.47	(22,503.99)
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			

ROYALTY CALCULATION				
		72,018.46	49,514.47	(22,503.99)
A. Gross Value for All Products	A.	144,036.92	99,028.94	(45,007.98)
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.			
		72,018.46	49514.47	(22,503.99)
C. Total Gross Value .200000 (0.100000)	C.	144,036.92	99,028.94	(45,007.98)
D. Royalty Due — Royalty Decimal ____	D.	14,403.69	9,902.89	(4,500.80)

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

PRODUCTION MONTH BEING ADJUSTED 11 19 94

02/08/95

91-520-879

STATE LEASE NUMBER M- 74151

TYPE OF REPORT

- [X] Non-unitized
- [ ] Unit
- [ ] Tract

Unit Number

Reporting Company Name TEXACO E & P INC.

Reporting Company Tax ID 15102657135

Reported Royalty Paid By TEXACO E & P INC.

Field Name(s) GIDDINGS /AUSTIN CHALK/

Lease Name(s) TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE	Was Reported	Should be Reported	Net Difference
A. Production Volume	A.		
B. Non-sales Disposition Volume No Royalty Due * Code ____	B.		
C. Non-sales Disposition Volume Royalty Due * Code ____	C.		
1. Price	1.		
2. BTU	2.		
3. Gross Value	3. 22,102	22,102	
D. Non-processed Gas Sales Volume	D. 44,204	44,204	
1. Price	1. 3.292	3.258	< .034- >
2. BTU	2. 1.000	1.000	
3. Gross Value	3. 145,539.80	144,036.92	< 1,502.88 >
E. Residue Gas Sales Volume	E. 72,769.90	72,018.46	< 751.44 >
1. Price	1.		
2. BTU	2.		
3. Gross Value	3.		

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS			
A. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
B. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
C. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		
D. ** Code ____ 1. Volume	1.		
2. Price	2.		
3. Gross Value	3.		

** LIQUIDS PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulonur
7 Other NGLS
8 Other products

ROYALTY CALCULATION			
A. Gross Value for All Products	A. 72,769.90 / 145,539.80	72,018.46 / 144,036.92	< 751.44 > / < 1,502.88 >
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.		
C. Total Gross Value ,200000 / 0.100000	C. 72,769.90 / 145,539.80	72,018.46 / 144,036.92	< 751.44 > / < 1,502.88 >
D. Royalty Due Royalty Decimal ____	D. 14,553.98	14,403.69	< 150.29- >

FORM GLO2A

Texas General Land Office

GAS PRODUCTION/ROYALTY ADJUSTMENT REPORT GLO-2A

TYPE OF REPORT
[X] Non-unitized
[ ] Unit
[ ] Tract
Unit Number

PRODUCTION MONTH BEING ADJUSTED: 12 19 94

05/06/95

91-520-879

STATE LEASE NUMBER: M- 74151

Reporting Company Name: TEXACO E & P INC.

Reporting Company Tax ID: 15102657135

Reported Royalty Paid By: TEXACO E & P INC.

Field Name(s): GIDDINGS /AUSTIN CHALK/

Lease Name(s): TAMU #1 + #4

PRODUCTION/DISPOSITION/VALUE		Was Reported	Should be Reported	Net Difference
A. Production Volume	A.	36,962	25,544	<11,418>
B. Non-sales Disposition Volume No Royalty Due * Code ____	B.	18,481	12,772	<5709>
C. Non-sales Disposition Volume Royalty Due * Code ____	C.			
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.	18,481	12,772	<5709>
D. Non-processed Gas Sales Volume	D.	36,962	25,544	<11,418>
1. Price	1.	3.210	3.252	.042
2. BTU	2.	1.000	1.000	
3. Gross Value	3.	118,639.72	83,068.90	<35,570.82>
E. Residue Gas Sales Volume	E.	59,319.86	41,534.45	<17,785.41>
1. Price	1.			
2. BTU	2.			
3. Gross Value	3.			

* NON-SALES CODES
1 Used on lease
2 Used off lease, vented, flared, lost
3 GLO taken-in-kind
4 Other disposition (plant fuel shrinkage, injected, etc.)

NATURAL GAS LIQUIDS/PRODUCTS					
A. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
B. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
C. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.			
D. ** Code ____	1. Volume	1.			
	2. Price	2.			
	3. Gross Value	3.	59,319.86	41,534.45	<17,785.41>

** LIQUIDS/PRODUCTS CODES
1 Gasoline
2 Propanes
3 Butanes
4 Ethanes
5 Condensate
6 Sulphur
7 Other NGLS
8 Other products

ROYALTY CALCULATION				
A. Gross Value for All Products	A.	118,639.72	83,068.90	<35,570.82>
B. Additional Value (tax reimbursement, gathering allowance, unsigned int., etc.)	B.	59,319.86	41,534.45	<17,785.41>
C. Total Gross Value	C.	118,639.72	83,068.90	<35,570.82>
D. Royalty Due Royalty Decimal 0.100000 .200000	D.	11,863.97	8,306.89	<3,557.08>

FORM GLO2A

M- 074151

File Dated 5/14/96

140

OKIE CRUDE COMPANY
TULSA, OK

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.

DELUXE - FORM DVC-2 V-2

DATE	DESCRIPTION	AMOUNT
8/5/92	Fee for GLO acknowledgement of Substitute Trustee's Assignments covering the Blocker (Convest) A-7 and B-8 wells and the Texas A&M University Unit No. 1 well. ($25.00 + $25.00)	$50.00

92064153

122
129

V-2

Okie
CRUDE
COMPANY
415 MID CONTINENT TOWER
TULSA, OKLAHOMA 74103
PHONE (918) 582-2594

August 5, 1992

Ms. Mary Ruiz
General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

Re: Texas A & M University
Burleson County, Texas
State Lease No. M-74151

Dear Ms. Ruiz:

Enclosed is a copy of a recorded Substitute Trustee's Assignment covering the above described property wherein Okie Crude Company acquired its interest. The original Oil, Gas, and Sulphur Lease underlying the Texas A&M University No. 1 well between The Texas A&M University System and Skelly Oil Company was recorded at Volume 20, Page 52, Burleson County, Texas.

Also enclosed is Okie Crude Company's check for $25.00. Please send an acknowledgement letter.

Thank you for your help on the telephone this afternoon.

Sincerely,



Jill S. Fryer
Secretary

Enclosure

141.

MF M-74151
ITEM Ltr.
TO
FROM Okie
DATE 8/7/92



April 22, 2003

FILE COPY

Dennis Engelmann
Jones & Zwiener, Inc.
7892 FM 166
Caldwell, Texas 78701

RE: Assignment filing; GLO ID 3817

Dear Mr. Engelman,

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

> Partial Assignment of Oil, Gas and Mineral Lease, executed May 1st, 2001, from Apache Corp., as Assignor, to RME Petroleum Company, as Assignee. MF074151.

Filing fees of $56.20 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
3817		
	Burleson	MF074151

JONES & ZWIENER, INC.

7892 FM 166 • Caldwell, Texas 77836 • (979) 272-1569 • Fax: (979) 272-6060

MF074151

December 21, 2001

Mr. Drew Reid
Texas General Land Office
1700 North Congress Avenue, Suite 600
Austin, Texas 78701-1495

Re: Partial Assignment of Lease
covering 562 acres of land
John P. Coles Survey, A-12
Burleson County, Texas

Dear Mr. Reid:

Pursuant to our conversation, I am enclosing a certified copy of a Partial Assignment of Oil, Gas and Mineral Lease from Apache Corporation to RME Petroleum Company covering the above referenced lands. The Assignment is filed of record in Volume 560, Page 636, Official Records, Burleson County, Texas. The oil and gas lease that covers the subject lands was dated January 25, 1977 and was executed by The Texas A&M University System to Skelly Oil Company. Paragraph 20 of the lease provides that the Lease may only be assigned with the consent of the Lessor and any assignment of the Lease must be filed with the General Land Office, accompanied with a payment of 10 cents ($.10) per acre assigned. I have enclosed a check in the amount of $56.20 (562 gross acres X $.10) to cover this cost.

After reviewing the assignment and if all is satisfactory, please provide RME and Apache with some type of consent letter wherein the State consents to the assignment. Send the letter to me and I will forward to the appropriate parties.

Should you have any questions, please give me a call at (979) 272-1569.

Sincerely,

Dennis Engelmann

Dennis Engelmann

/de

enclosures

cc: Mr. Mark Bohl
RME Petroleum Company

10.22.21

121

02014875

x 56.20

3391

JONES & ZWIENER, INC.
DRAFT ACCOUNT
1010 LAMAR STREET SUITE 650
HOUSTON, TX 77002

DATE 12-21-01 [redacted]

PAY TO THE ORDER OF General Land Office, State of Texas $ 56.20

FIFTY SIX DOLLARS AND 20/100---------- DOLLARS

BANK ONE.
Bank One, Texas, NA • No. 1043
910 Travis - P.O. Box 2629
Houston, Texas 77252-2629

Reveille #5
Burleson Co., TX
FOR Assigment Consideration/562 acres/AFE 23474

⑈003391⑈ [redacted]

ATTN: DREW REID

RECEIVED
01 DEC 27 PM 3:07

3817

0004685

OR 560 636

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §

COUNTY OF BURLESON §

KNOW ALL MEN BY THESE PRESENTS:

That, **APACHE CORPORATION** (hereinafter referred to as "Assignor"), whose mailing address is 2000 Post Oak Boulevard, Houston, Texas 77056-4400, for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does, subject to the terms and provisions herein contained, hereby GRANT, BARGAIN, SELL, CONVEY, and ASSIGN unto **RME PETROLEUM COMPANY**, whose mailing address at P. O. Box 1330, Houston, Texas 77251-1330, (hereinafter referred to as "Assignee"), its successors and assigns, an undivided fifty percent (50%) of Assignor's right, title and interest in and to a portion of the Oil, Gas and Mineral Lease described on Exhibit "A" attached hereto and made a part hereof, covering lands in Burleson County, Texas, said portion of such lease being hereinafter referred to as the "Assigned Premises".

This Partial Assignment of Oil, Gas and Mineral Lease ("Assignment") is further made expressly subject to the following:

(1) Subject to any other provisions contained herein, this assignment shall remain in force for a term of one (1) year from the effective date hereof (hereinafter called the "Primary Term"), and for so long thereafter as oil or gas is produced in paying quantities from the Assigned Premises.

(2) a. If at the expiration of the Primary Term (as defined above) , oil, gas or other mineral is not being produced from the Assigned Premises but Assignor and/or Assignee (the "Parties") are then engaged in the actual drilling or reworking operations of any well on the Assigned Premises or shall have completed a dry hole thereon within ninety (90) days prior to the expiration of the Primary Term, this Assignment shall remain in force so long as operations on said well or for the actual drilling or reworking operations of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from the Assigned Premises. If, after the expiration of the Primary Term and after oil, gas or other mineral is produced from the Assigned Premises, production thereof should cease from any cause, this Assignment shall not terminate if the Parties commence actual drilling or reworking operations within ninety (90) days after the cessation of such production, but shall remain in force and effect as long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Assigned Premises.

b. The actual drilling of a well as such words "actual drilling" are used in this Assignment, shall be considered to be commenced when there has been erected on the Assigned Premises at the location for such well, a derrick, a rig and machinery capable of drilling to a depth sufficient to test a prospective oil or gas horizon on the Assigned Premises, and when such well shall be "spudded-in" and rotating under power. Whenever the provisions of this Assignment refer to "commence" or "commencement" of a well, it is intended to mean the commencement of the actual drilling of such well. "Reworking operations" as that term is used in this Assignment shall mean reentry into a well previously drilled, and actual work in the hole, in a good and workmanlike manner and prosecuted with reasonable diligence.

(3) The interest assigned hereby is subject to the Lease royalties, overriding royalties, production payments, net profits obligations, carried working interests, and other payment out of or respect to production which are of record and with which the Lease is encumbered on the effective date of this Assignment, and subject to all of the terms and provisions of any gas purchase, sales, and transportation contracts to which the lease acreage is subject on the effective date hereof.

636

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 12/19/2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer N Price Deputy

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12/19/2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer N. Price Deputy

0004685

OR 560 637

(4) The lands described on Exhibit "A" shall be subject to that certain unrecorded Operating Agreement dated May 1, 2001, by and between Apache Corporation, as Operator, and RME Petroleum Company, as Non-Operator, executed contemporaneously with this Assignment.

(5) This Assignment is made subject to all of the terms and the express and implied covenants and conditions of the Lease and any intervening assignment(s) affecting same, to the extent of the rights hereby assigned, which terms, covenants, and conditions the Assignee hereby assumes and agrees to perform with respect to the interests covered hereby.

(6) Assignor warrants that the interests assigned herein are free and clear of all liens, claims, clouds, and encumbrances created by, through, and under Assignor, and there is no other warranty of title of any kind, either expressed or implied.

(7) The terms, covenants, and conditions hereof shall be binding upon, and shall inure to the benefit of the Assignor and the Assignee, and their respective successors and assigns, and such terms, covenants, and conditions shall be covenants running with the land covered by said Lease and the Assigned Premises assigned herein and with each transfer or assignment of said land, Lease acreage, or interests.

(8) It is agreed and understood that this Partial Assignment of Oil, Gas and Mineral Lease replaces and supercedes that certain Assignment dated October 21, 1993, from Texaco Exploration and Production Inc. in favor of Columbia Gas Development Corporation and Torch Energy Advisors Incorporated, recorded in Volume 223, Page 607 of the Official Records of Burleson County, Texas.

TO HAVE AND TO HOLD said right, title and interest unto the Assignee, its successors and assigns, subject to the terms, covenants, and conditions hereinabove set forth.

EXECUTED and effective this 1st day of May, 2001.

ASSIGNOR:

APACHE CORPORATION

By: _____
Dwayne E. Schultz
Vice-President, Southern Region

ASSIGNEE:

RME PETROLEUM CORPORATION, (formerly Union Pacific Resources Company), a subsidiary of Anadarko Petroleum Company

By: _____
Andrew C. Rudderow
Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21st day of May, 2001, by Dwayne E. Schultz, as Vice President Southern Region of **Apache Corporation**, a Delaware corporation, on behalf of said corporation.

NAOMI BROWN
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2005

_____
Notary Public in and for State of Texas

My Commission Expires: 3/21/2005

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21st day of November, 2001, by Andrew C. Rudderow, Attorney-In-Fact for **RME PETROLEUM COMPANY**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for State of Texas

My Commission Expires: 6/12/04

TAWNY OLVERA
MY COMMISSION EXPIRES
June 12, 2004

10-22-21

637

0004685

OR 560 638

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil, Gas and Mineral Lease dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

Lessor:	The Texas A&M University System
Lessee:	Skelly Oil Company
Date of Lease:	January 25, 1977
Recording Data:	Volume 20, Page 52, Oil and Gas Records of Burleson County, Texas.

[The lands described in said oil, gas and mineral lease insofar, and only insofar, as such lands are described on Exhibit "A-1" and as such leased acreage lies within the outlined area set out on Exhibit "A-2", both Exhibits being attached hereto.]

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12/19/2001

BURLESON CO. STATE OF TEXAS

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer N Price Deputy

638

10.22.21

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12/19/2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer N Price Deputy

0004685

EXHIBIT "A-1"

To that certain Assignment of Oil and Gas Leases dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

OR 560 639

APACHE CORPORATION
562.0 Acre Tract

John P. Coles Survey, A-12
Burleson County, Texas

THE STATE OF TEXAS
COUNTY OF BURLESON

PROPERTY DESCRIPTION: Being 562.0 acres, more or less, out of the John P. Coles Survey, A-12, Burleson County, Texas; and being a part of that certain 3192.06 acres described in Oil, Gas and Sulphur Lease from the State of Texas, acting by and through the Board of Regents of the Texas A&M University System, to Skelly Oil Company, dated January 25, 1977 and recorded in Volume 20 at page 52 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas. Said 562.0 acres, more or less, being further described by metes and bounds as follows to-wit:

BEGINNING at a concrete monument found at the most westerly corner of the hereinabove referred to 3192.06 acres, for the most westerly corner of this tract;

THENCE: N 41 deg 18 min 37 sec E, with a northwest line of said 3192.06 acre tract, at 6787.02 feet pass a concrete monument found at an inner corner of said 3192.06 acre tract; and continuing for a total distance of 8064.41 feet to the north corner of this tract;

THENCE: S 49 deg 03 min 13 sec E, 1038.10 feet to the northwest line of that certain 160.0 Acre Unit described in Assignment of Oil and Gas Unit from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation, dated January 6, 1981 and recorded in Volume 57 at page 120 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas, for a corner of this tract;

THENCE: S 40 deg 51 min 21 sec W, with the northwest line of said 160.0 acre unit 1277.37 feet to the west corner of said 160.0 acre unit, for a corner of this tract;

THENCE: S 49 deg 03 min 13 sec E, with the southwest line of said 160.0 acre unit, at 2013.31 feet pass the south corner of said 160.0 acre unit; and continuing for a total distance of 3186.84 feet to the northwest line of that certain 160.0 Acre Unit described in Partial Assignment of Oil and Gas lease from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation as recorded in Volume 64 at page 155 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas, for the most northerly east corner of this tract;

THENCE: S 41 deg 10 min 14 sec W, with the northwest line of said 160.0 Acre Unit, 1496.09 feet to the west corner of said 160.0 acre unit for an interior corner of this tract;

THENCE: S 48 deg 49 min 46 sec E, with the southwest line of said 160.0 Acre Unit, 2000.0 feet to the south corner of said 160.0 Acre Unit, in the most southerly southeast line of said 3192.06 acre tract, for the most southerly east corner of this tract;

THENCE: S 41 deg 10 min 14 sec W, with the most southerly southeast line of said 3192.06 acre tract, 577.30 feet to an iron rod found at a corner of said 3192.06 acre tract, for a corner of this tract;

THENCE: N 48 deg 21 min 12 sec W, with a southwest line of said 3192.06 acre tract, 554.57 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: S 41 deg 33 min 27 sec W, with a southeast line of said 3192.06 acre tract, 967.59 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: N 48 deg 54 min 10 sec W, with a southwest line of said 3192.06 acre tract, 3495.44 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: With a southeast line of said 3192.06 acres and its meanders as follows:

S 41 deg 19 min 21 sec W, 1275.0 feet;

S 79 deg 29 min 21 sec W, 211.11 feet;

S 65 deg 39 min 21 sec W, 311.11 feet;

S 23 deg 19 min 21 sec W, 169.46 feet; and

S 41 deg 01 min 51 sec W, 1889.44 feet to a concrete monument found at the most westerly south corner of said 3192.06 acre tract for a corner of this tract;

THENCE: N 48 deg 29 min 28 sec W, with a southwest line of said 3192.06 acre tract, 1988.44 feet to the PLACE OF BEGINNING, Containing 562.0 acres, more or less.

All Distances shown hereon are Geodetic. Rotate Bearings 01 deg 18 min 30 sec clockwise to obtain Grid Bearings.

The foregoing Fieldnote Description, and accompanying plat, have been prepared from an actual survey made on the ground during the months of September and October, 1993, and are true and correct to the best of my knowledge and belief, this 26th day of March, 2001.

FORD ENGINEERING FIRM

Kenneth L. Bludau
Reg. Professional Land Surveyor, #3995
March 26, 2001

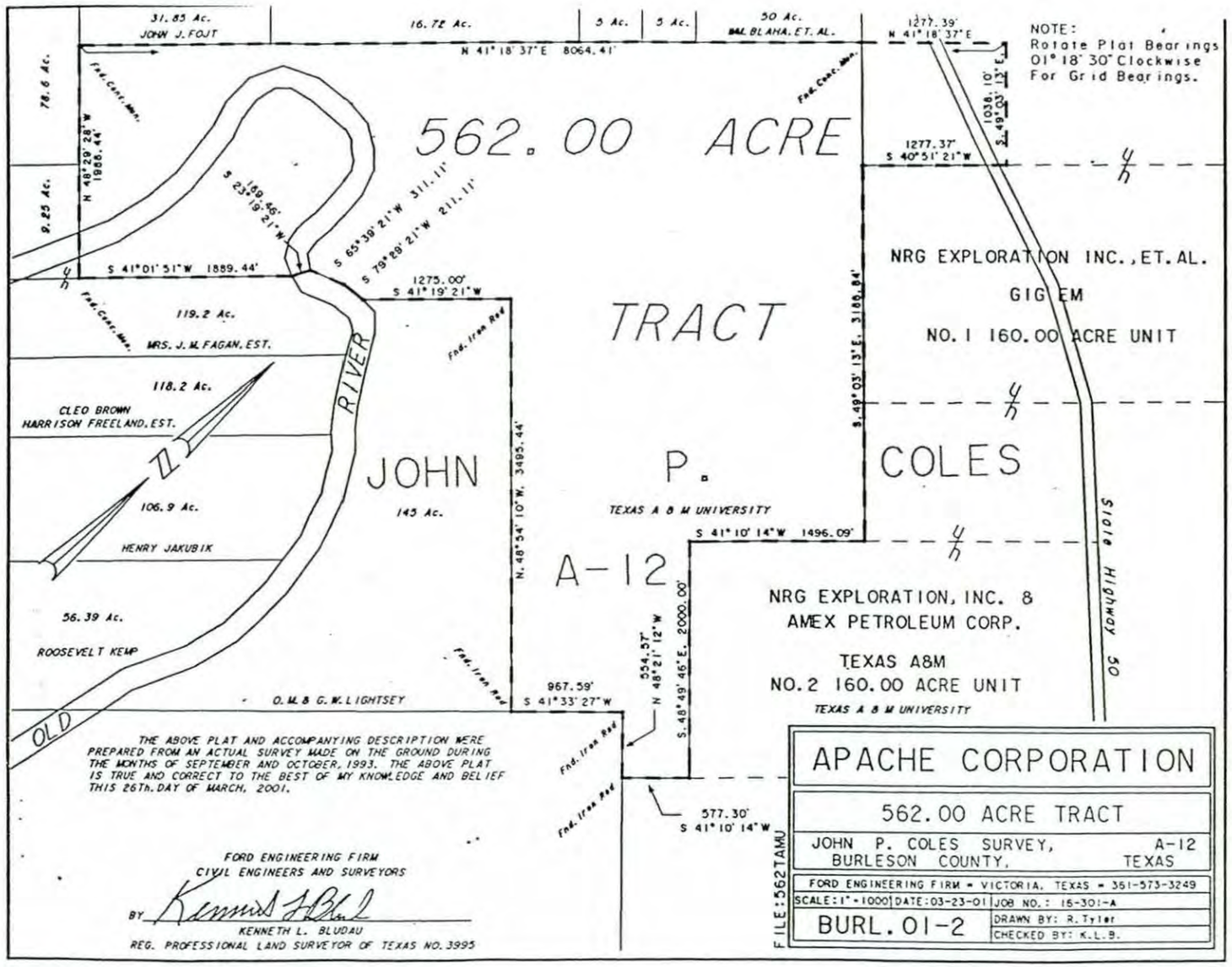
KLB:sas
Attachment

640

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 12/19/2001

Anna L. Schielack
County Clerk
Burleson County, Texas
By Jennifer N. Price Deputy

10.22.21



0004685

OR

560

641

EXHIBIT "A-2"

To that certain Assignment of Oil and Gas Leases dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12/19/2001

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer Price Deputy

6 of 11

0004685

OR 560 642

Filed for Record in:
Burleson County

On: Nov 30,2001 at 10:44AM

As a Official Public Records

Document Number: 0004685

Amount 21.00

Receipt Number - 19070
By, Jennifer Price

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

Nov 30, 2001

Honorable Anna L. Schielack, County Clerk
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 12/19/2001

BURLESON CO STATE OF TEXAS

Anna L. Schielack
County Clerk
Burleson County, Texas

By Jennifer N Price Deputy

642

141.

File No. MF074151

Assignment

Date Filed: 4/22/03

Jerry E. Patterson, Commissioner

By _____

STATE OF TEXAS
COUNTY OF BURLESON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Burleson County, Texas on

_____

Deputy, Commissioner, etc.

Anna L. Schiebeck
County Clerk
Burleson County, Texas

By _____

SUBSTITUTE TRUSTEE'S ASSIGNMENT

2528

THE STATE OF TEXAS §
§
COUNTY OF BURLESON §

WHEREAS, by that certain Mortgage, Deed of Trust, Assignment and Security Agreement (as amended and ratified, the **"Deed of Trust"**) dated January 11, 1982, but effective as of January 1, 1982, executed by Monterrey Petroleum Corp., a Texas corporation (**"Grantor"**), to Harry W. Smith, Trustee, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 1622, and recorded under Volume 72, Page 689, and refiled for record under Clerk's File No. 7416, and rerecorded under Volume 76, Page 184, reference to which is hereby made for all purposes, Grantor conveyed to the Trustee, inter alia, certain property (the **"Property"**) situated in Burleson County, Texas, which Property includes certain interests in land, oil and gas interests, oil and gas working interests and leasehold estates, the production therefrom and the improvements thereon, and certain other property all as described in the Deed of Trust, including that property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, to originally secure, inter alia, the payment of (i) that certain Promissory Note (the **"1979 $250M Note"**) dated September 12,

1979, in the original principal amount of $250,000.00, executed by Grantor and payable to the order of National Bank of Commerce of San Antonio (**"Original Payee"**), (ii) that certain Promissory Note (the **"1979 $2MM Note"**) dated October 30, 1979, in the original principal amount of $2,000,000.00, executed by Neil W. Hinze, individually (**"Hinze"**), and payable to the order of Original Payee, (iii) that certain Promissory Note (the **"1982 $5MM Note"**) dated January 11, 1982, in the original principal amount of $5,000,000.00, executed by Grantor and Hinze and payable to the order of Original Payee, and (iv) that certain Promissory Note (the **"1982 $2MM Note"**) dated January 18, 1982, in the original principal amount of $2,000,000.00, executed by Grantor and Hinze and payable to the order of Original Payee; and

WHEREAS, the Deed of Trust was amended and ratified, so as to secure the payment of that certain Promissory Note (the **"$10MM Note"**) dated October 4, 1982, executed by Grantor and Hinze, in the original principal amount of $10,000,000.00, and payable to the order of Original Payee (such $10MM Note representing the renewal and extension of the 1982 $2MM Note, the 1982 $5MM Note, the 1979 $250M Note and the 1979 $2MM Note) by that certain Amendment and Ratification of Mortgage to Secure Additional Indebtedness, dated December 14, 1982, executed by Hinze, Grantor, and Original Payee, filed for

420 571

record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 10487, and recorded under Volume 79, Page 550, reference to which is hereby made for all purposes; and

WHEREAS, Hinze and Grantor filed for bankruptcy in the Western District of Texas, San Antonio Division, in In re Monterrey Petroleum Corp., Case Nos. 5-83-001663-T and 5-83-001664-T (as jointly administered, the **"Case"**); and

WHEREAS, the $10MM Note and certain other promissory notes were renewed and extended by those two certain Promissory Notes (collectively, the **"Notes"**), each dated October 14, 1984, in the respective original principal amounts of $5,300,000.00 and $1,841,331.02, each executed by Grantor and each payable to the order of Original Payee; and

WHEREAS, Original Payee endorsed the Notes to Okie Crude Company, an Oklahoma corporation (**"Beneficiary"**), and transferred the liens arising under the Deed of Trust to Beneficiary pursuant to that certain Transfer of Lien, dated May 24, 1990, executed by Original Payee and Beneficiary, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 2665, and recorded under Volume 397, Page 263, reference to which is hereby made for all purposes; and

WHEREAS, the Notes are in default and the entire unpaid balance thereof is due and payable and Beneficiary intends to

have the power of sale set forth in the Deed of Trust enforced; and

WHEREAS, pursuant to that certain Agreed Order Terminating Section 362 Protective Stay executed by counsel for Grantor, Beneficiary, Federal Deposit Insurance Corporation and Judge Frank R. Monroe and docketed on March 13, 1992, as #560 in the Case, the Section 362(a) protective stay was terminated; and

WHEREAS, the Deed of Trust grants Beneficiary the right, at any time by instrument in writing, to remove the Trustee, without cause, and to appoint a successor or substitute trustee, without any other formality than an instrument in writing; and

WHEREAS, the Beneficiary has appointed Richard M. Rosenberg as Substitute Trustee under the Deed of Trust and has directed the Substitute Trustee to enforce the power of sale under the Deed of Trust for the purpose of collecting the indebtedness set forth therein after giving notice of the time, place and terms of said sale, and the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas; and

WHEREAS, I, as Substitute Trustee, have posted or caused to be posted written notice of said sale at the Burleson County Courthouse in Burleson County, Caldwell, Texas, for at least

twenty-one (21) consecutive days before the day of said sale, May 5, 1992, being the first Tuesday of May, 1992, which notice stated that I, as Substitute Trustee under the Deed of Trust, after due publication and mailing of such notice, as required by the Deed of Trust and the laws of the State of Texas, would sell the Property at public auction on the south steps of the Burleson County Courthouse, Burleson County, Texas, on May 5, 1992, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., to the highest bidder for cash, such sale beginning within three (3) hours of the time stated for the sale in the above described Notice. In addition to the foregoing and in accordance with the laws of the State of Texas, a copy of such notice was duly filed with the office of the County Clerk of Burleson County, Texas, on April 13, 1992, and written notice was given of the time, place and terms of sale and the property to be sold, to each debtor obligated to pay the indebtedness secured by the Deed of Trust according to the records of Beneficiary by depositing a copy of such notice in a wrapper, postage prepaid, addressed to each such debtor at the last known address as shown by the records of Beneficiary, certified mail, return receipt requested, in a post office or official depository under the care and custody of the U.S. Postal Service on April 13, 1992; and

WHEREAS, pursuant to the posting and mailing of such notices and in accordance with the Deed of Trust and the laws

of the State of Texas, I, as Substitute Trustee under the Deed of Trust, proceeded to sell the Property; and

WHEREAS, at such sale the Property was by me struck off to Beneficiary whose address is 415 Mid Continent Tower, Tulsa, Oklahoma 74103 for the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) (the "Purchase Price"), Beneficiary being the best and highest bidder for the same, and said sum being the best and highest bid for the Property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, Richard M. Rosenberg, Substitute Trustee of Beneficiary, by virtue of the power granted to me under the Deed of Trust and the Appointment of Substitute Trustee and in consideration of the foregoing premises and of the Purchase Price paid in credit on the secured indebtedness, the receipt whereof is hereby acknowledged and which sum I have applied pursuant to the terms of the Deed of Trust, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY the Property unto Beneficiary;

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto Beneficiary and Beneficiary's successors and assigns forever; and for and on behalf of Grantor, and its successors and assigns do hereby bind Grantor and its successors and assigns to WARRANT AND FOREVER DEFEND, all and

singular, the Property, insofar as is authorized by the Deed of Trust, unto Beneficiary and Beneficiary's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND this 5th day of May, 1992.

RICHARD M. ROSENBERG
SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
§
COUNTY OF BURLESON §

This instrument was acknowledged before me on May 5, 1992, by Richard M. Rosenberg, Substitute Trustee of Okie Crude Company, an Oklahoma corporation, on behalf of said corporation.

CAROL PETTY NOTARY PUBLIC STATE OF TEXAS EXPIRES FEB. 13, 1995

Carol Petty
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
SHEINFELD, MALEY & KAY
3700 FIRST CITY TOWER
HOUSTON, TX 77002
ATTN: R Rosenberg

420 576

EXHIBIT A

All of the properties, including oil, gas and mineral estates and leases, royalties, overriding royalties, production payments, pooled units and other estates and interests described on this Exhibit attached hereto and made a part hereof as fully as if set forth herein at length, as well as all of the right, title and interest of Grantor in and to the lands and properties described in this Exhibit, whether the interest of Grantor be correctly described or not.

All of the right, title and interest which Grantor now has or may hereafter acquire in the lands, properties and interests described in this Exhibit, together with all the tenements, hereditaments and appurtenances thereunto in anywise appertaining or belonging; all of the right, title and interest of Grantor in and to any other property or property rights which Grantor now has or hereafter may acquire in or to other lands and properties by virtue of any pooling or unitization; all of the rents, income, production and profits thereof, and every part and parcel thereof, as well as all of the oil, gas and other minerals in or under any of said lands to which Grantor is, or at any may be, entitled; all of the interest of Grantor in and to oil and gas wells, improvements, personal property and equipment located on the above described premises covered by the oil and gas leases above described, including, and without being limited to, all wells presently drilled and all wells hereafter drilled and all connection apparatus and flow lines from wells to flow tanks and all casing, machinery, tanks, reservoirs, pipe, gauges, pumping plants, pumping derricks, tools and supplies on hand and hereafter acquired, and any and all machinery and equipment of any kind or character whatsoever appurtenant to or used in connection with the production of oil, gas or other minerals from said premises, as well as any replacements thereof or property that may be hereafter placed on said premises or used in connection therewith.

All right, title and interest of Grantor now owned or hereafter acquired in and to all agreements, easements, permits, licenses, servitudes and rights of every character which are useful or appropriate in exploring for, developing, operating, treating, storing, marketing or transporting oil, gas or other minerals that may be found in or under or produced from any of the properties described herein, including all rights-of-way for ingress and egress to and from said property.

Provided, however, the Property herein granted, sold and conveyed does not include any properties or interests released or assigned by Original Payee or Beneficiary, which have been made of record by filing in the Real Property Records of Dimmit County, Texas.

Provided, however, the Property herein granted, sold and conveyed does not include any properties or interests released or assigned by Original Payee or Beneficiary, which have been made of record by filing in the Real Property Records of Burleson County, Texas, including, but not limited to, those properties and interests released or assigned by the following:

1. Partial Release of Lien dated December 10, 1982, executed by Original Payee, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 16567, and recorded under Volume 312, Page 638;

2. Partial Release of Lien dated December 10, 1982, executed by Original Payee, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 16568, and recorded under Volume 312, Page 647;

3. Partial Disclaimer of Lien dated July 10, 1984, executed by Original Payee, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 3764, and recorded under Volume 331, Page 98; and

4. Partial Disclaimer of Lien dated July 10, 1984, executed by Original Payee, filed for record in the Real Property Records of Burleson County, Texas, under Clerk's File No. 3762, and recorded under Volume 331, Page 85.

PROPERTY DESCRIPTIONS

#1 Thomason Unit

All of Grantor's working interest in that certain Oil, Gas and Mineral Lease dated June 1, 1974, from Patience Chance Thomason, Individually and as Trustee under the Will of George G. Chance, Deceased and Nelson Durst, Trustee under the Will of George G. Chance, Deceased, as Lessor, and Skelly Oil Company, as Lessee, recorded in Volume 15, Page 245, and rerecorded in Volume 15, Page 340, Oil and Gas Lease Records, Burleson County, Texas, INSOFAR AS AND ONLY INSOFAR AS said lease covers the following:

BEING all that certain 160.00 acre tract of land out of the John P. Coles Survey, Abstract 12, Burleson County, Texas said tract being out of that certain 2726.90 acre tract conveyed to Patience Chance Thomason individually and as trustee and Nelson D. Durst as trustee under the will of George G. Chance deceased said tract being more particularly described by metes and bounds as follows:

BEGINNING at the south corner of one 738 acre tract and the east corner of one 623 acre tract (Vol. 143, Page 431-460) also know as Tract Eighteen and Nineteen.

THENCE N 45° E 715.00 to a point in Southeast line of said 738 acre tract for east corner of said unit.

THENCE N 45° W 2630.00 to a point for corner.

THENCE S 45° 2650.039' to a point for corner said point being the north corner of one 160.00 acre unit assigned to Ammex Petroleum for No. 1 Fancy Unit.

THENCE S 45° E along said unit line 2630.00 to a point in southeast line of said 620 acre tract for corner.

THENCE N 45° E 1935.039' to place of beginning containing 160.000 acres more or less.

Gini No. 1

All of the Grantor's working interest or leasehold estate in that certain Oil, Gas and Mineral Lease dated January 15, 1980, from George W. Lightsey et al., as Lessor, to Ward Mustin, as Lessee, recorded in Volume 34, page 282, Oil and Gas Lease Records, Burleson County, Texas covering 145 acres of land out of the J. P. Coles Survey, A-12, Burleson County, Texas, and being the same tract of land described in that certain Deed dated September 25, 1948, from George Chance, as Grantor, to Oliver Lightsey et al., as Grantee, recorded in Volume 103, page 174, Deed Records, Burleson County, Texas.

Texas A&M Lease

All of Grantor's undivided working interest in the following Oil, Gas and Mineral Lease:

Being all that certain 160.00 acre tract of land out of the John P. Coles Survey Abstract 12, Burleson County, Texas, said tract being out of that certain 2776.36 acre tract conveyed to Texas A&M College by J. S. Mooring, et al by deed dated April 5, 1944, said tract being more particularly described by metes and bounds as follows:

Commencing at a point on the bank of the Brazos River at the most northerly corner of the J. S. Mooring Plantation, said point being the beginning point for the above described 2776.36 acre tract:
THENCE S 44° 10' W 500.00' to a point for corner;
THENCE N 18° 30' W 33.33' to a point for corner;
THENCE S 43° 50' W 6911.11' to a point for corner;
THENCE S 45° 30' E 2883.33' to a point for corner;
THENCE S 44° 20' W 1601.78' to a point for corner;
THENCE S 59° 20' E 1705.56' to a point for corner;
THENCE S 42° 50' W 305.56' to a point for corner;
THENCE S 45° 50' E along southwesterly line of said 2776.36 acre tract; for 951.42' to the PLACE OF BEGINNING of the herein described tract:
This also being the most southerly corner of the Ammex #1-A Texas A&M 160.000 acre unit:
THENCE N 44° 10' E 3461.76' to a point for corner;
THENCE S 45° 50' E 2013.312' to a point for corner;
THENCE S 44° 10' W 3461.76' to a point for corner;
THENCE N 45° 50' W 2013.312' along a southwesterly line of said 2776.36 acre tract, to the place of beginning of the herein described tract.

[which is believed to be the interest created pursuant to that certain Oil and Gas Lease dated January 25, 1977, from Texas A&M University, as Lessor, to Skelly Oil Company, as Lessee, recorded in Volume 20, Page 52, Oil and Gas Lease Records, Burleson County, Texas]

FILED FOR RECORD
at 1:50 o'clock P. M
MAY 5 1992
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
By Anna P. Schiebeck Deputy

AFTER RECORDING RETURN TO:
SHEINFELD, MALEY & KAY
3700 FIRST CITY TOWER
HOUSTON, TX 77002

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5 DAY OF May, 19 92, AT 1:50 O'CLOCK P. M., AND DULY RECORDED ON 11 DAY OF May, 19 92, AT 4:00 O'CLOCK P. M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 420, PAGE 570-581

WITNESS MY HAND AND OFFICIAL SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND YEAR ABOVE WRITTEN.

Evelyn M. Henry
EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

BY _____ DEPUTY

(142)

NF NM-74151

ITEM Assignment

TO

FROM

DATE 8/7/92

FILED FOR RECORD

at 1:50 o'clock P. M.

MAY 5 1992

EVELYN M. HENRY

COUNTY CLERK, BURLESON CO., TEX.

By Emma P. Schindeldecker Deputy

2528

Addresses lost 98.

$27.00 pd

Teresa Telkes - RE: Paperwork request

From: Pete Garza <pete_garza@anadarko.COM>
To: Teresa Telkes <Teresa.Telkes@GLO.STATE.TX.US>
Date: 12/4/2003 6:50 AM
Subject: RE: Paperwork request

Have you looked at the acreage of each lease? I was unable to find the TAMU assignment. The 33% assignment may have been carved out of the original assignment acreage, and therefore there would not be an actual assignment, just a computation to arrive at 33%.

Pete Garza
Anadarko Petroleum
PH 832-636-7630
FAX 832-636-5373

-----Original Message-----
From: Teresa Telkes [mailto:Teresa.Telkes@GLO.STATE.TX.US]
Sent: Wednesday, December 03, 2003 4:03 PM
To: pete_garza@anadarko.com
Subject: Paperwork request

Hello, Pete!

You were kind enought to fax me the nine page 50% Reveille lease Assignment ten days ago or so. Could you also please fax me the 33% TAMU Assignment? (Please put my name on the top page somewhere).

To refresh your memory, this has to do with Apache-operated state lease MF-074151 in Burleson County, Texas.

Thanks!

Anadarko Confidentiality Notice:
This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication.

Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.

RME
A Subsidiary of Anadarko Petroleum Corporation

December 31, 2001

Apache Corporation
2000 Post Oak Blvd., Suite 100
Houston, Texas 77056-4400

Attention: Rod Eaton

Re: Reveille No. 5 Well (formerly know as the TAMU #5 Well)
Buffalo Ranch Area
Burleson County, Texas

Dear Rod:

Please find enclosed a copy of the Partial Assignment of Oil, Gas and Mineral Lease which has been recorded in Burleson County, Texas. Also enclosed is a copy of our letter to Drew Reid at the Texas General Land Office forwarding payment to the GLO in compliance with Paragraph 20 of the Lease being assigned.

By letter dated November 19, 2001, we returned to you the two (2) original Memorandums of Operating Agreement which Apache failed to have notarized. Please have one (1) of the original Memorandums of Operating Agreement properly notarized and returned to us at your earliest convenience for our file.

Sincerely,

Mark S. Bohl, CPL
Staff Landman

documents/apache_TAMU_5_3

TX-0000 70320

JONES & ZWIENER, INC.

7892 FM 166 • Caldwell, Texas 77836 • (979) 272-1569 • Fax: (979) 272-6060

COPY

December 21, 2001

Mr. Drew Reid
Texas General Land Office
1700 North Congress Avenue, Suite 600
Austin, Texas 78701-1495

Re: Partial Assignment of Lease
covering 562 acres of land
John P. Coles Survey, A-12
Burleson County, Texas

Dear Mr. Reid:

Pursuant to our conversation, I am enclosing a certified copy of a Partial Assignment of Oil, Gas and Mineral Lease from Apache Corporation to RME Petroleum Company covering the above referenced lands. The Assignment is filed of record in Volume 560, Page 636, Official Records, Burleson County, Texas. The oil and gas lease that covers the subject lands was dated January 25, 1977 and was executed by The Texas A&M University System to Skelly Oil Company. Paragraph 20 of the lease provides that the Lease may only be assigned with the consent of the Lessor and any assignment of the Lease must be filed with the General Land Office, accompanied with a payment of 10 cents ($.10) per acre assigned. I have enclosed a check in the amount of $56.20 (562 gross acres X $.10) to cover this cost.

After reviewing the assignment and if all is satisfactory, please provide RME and Apache with some type of consent letter wherein the State consents to the assignment. Send the letter to me and I will forward to the appropriate parties.

Should you have any questions, please give me a call at (979) 272-1569.

Sincerely,

Dennis Engelmann

Dennis Engelmann

/de

enclosures

cc: Mr. Mark Bohl
RME Petroleum Company

TX-0000 70320

0004685

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASE ORIGINAL

STATE OF TEXAS §

KNOW ALL MEN BY THESE

COUNTY OF BURLESON §

That, **APACHE CORPORATION** (hereinafter referred to as "Assignor"), whose mailing address is 2000 Post Oak Boulevard, Houston, Texas 77056-4400, for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does, subject to the terms and provisions herein contained, hereby GRANT, BARGAIN, SELL, CONVEY, and ASSIGN unto **RME PETROLEUM COMPANY**, whose mailing address at P. O. Box 1330, Houston, Texas 77251-1330, (hereinafter referred to as "Assignee"), its successors and assigns, an undivided fifty percent (50%) of Assignor's right, title and interest in and to a portion of the Oil, Gas and Mineral Lease described on Exhibit "A" attached hereto and made a part hereof, covering lands in Burleson County, Texas, said portion of such lease being hereinafter referred to as the "Assigned Premises".

This Partial Assignment of Oil, Gas and Mineral Lease ("Assignment") is further made expressly subject to the following:

(1) Subject to any other provisions contained herein, this assignment shall remain in force for a term of one (1) year from the effective date hereof (hereinafter called the "Primary Term"), and for so long thereafter as oil or gas is produced in paying quantities from the Assigned Premises.

(2) a. If at the expiration of the Primary Term (as defined above) , oil, gas or other mineral is not being produced from the Assigned Premises but Assignor and/or Assignee (the "Parties") are then engaged in the actual drilling or reworking operations of any well on the Assigned Premises or shall have completed a dry hole thereon within ninety (90) days prior to the expiration of the Primary Term, this Assignment shall remain in force so long as operations on said well or for the actual drilling or reworking operations of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from the Assigned Premises. If, after the expiration of the Primary Term and after oil, gas or other mineral is produced from the Assigned Premises, production thereof should cease from any cause, this Assignment shall not terminate if the Parties commence actual drilling or reworking operations within ninety (90) days after the cessation of such production, but shall remain in force and effect as long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Assigned Premises.

b. The actual drilling of a well as such words "actual drilling" are used in this Assignment, shall be considered to be commenced when there has been erected on the Assigned Premises at the location for such well, a derrick, a rig and machinery capable of drilling to a depth sufficient to test a prospective oil or gas horizon on the Assigned Premises, and when such well shall be "spudded-in" and rotating under power. Whenever the provisions of this Assignment refer to "commence" or "commencement" of a well, it is intended to mean the commencement of the actual drilling of such well. "Reworking operations" as that term is used in this Assignment shall mean reentry into a well previously drilled, and actual work in the hole, in a good and workmanlike manner and prosecuted with reasonable diligence.

(3) The interest assigned hereby is subject to the Lease royalties, overriding royalties, production payments, net profits obligations, carried working interests, and other payment out of or respect to production which are of record and with which the Lease is encumbered on the effective date of this Assignment, and subject to all of the terms and provisions of any gas purchase, sales, and transportation contracts to which the lease acreage is subject on the effective date hereof.

TX. 00007030

(4) The lands described on Exhibit "A" shall be subject to that certain unrecorded Operating Agreement dated May 1, 2001, by and between Apache Corporation, as Operator, and RME Petroleum Company, as Non-Operator, executed contemporaneously with this Assignment.

(5) This Assignment is made subject to all of the terms and the express and implied covenants and conditions of the Lease and any intervening assignment(s) affecting same, to the extent of the rights hereby assigned, which terms, covenants, and conditions the Assignee hereby assumes and agrees to perform with respect to the interests covered hereby.

(6) Assignor warrants that the interests assigned herein are free and clear of all liens, claims, clouds, and encumbrances created by, through, and under Assignor, and there is no other warranty of title of any kind, either expressed or implied.

(7) The terms, covenants, and conditions hereof shall be binding upon, and shall inure to the benefit of the Assignor and the Assignee, and their respective successors and assigns, and such terms, covenants, and conditions shall be covenants running with the land covered by said Lease and the Assigned Premises assigned herein and with each transfer or assignment of said land, Lease acreage, or interests.

(8) It is agreed and understood that this Partial Assignment of Oil, Gas and Mineral Lease replaces and supercedes that certain Assignment dated October 21, 1993, from Texaco Exploration and Production Inc. in favor of Columbia Gas Development Corporation and Torch Energy Advisors Incorporated, recorded in Volume 223, Page 607 of the Official Records of Burleson County, Texas.

TO HAVE AND TO HOLD said right, title and interest unto the Assignee, its successors and assigns, subject to the terms, covenants, and conditions hereinabove set forth.

EXECUTED and effective this 1st day of May, 2001.

ASSIGNOR:

APACHE CORPORATION

By: _____
Dwayne E. Schultz
Vice-President, Southern Region

ASSIGNEE:

RME PETROLEUM CORPORATION, (formerly Union Pacific Resources Company), a subsidiary of Anadarko Petroleum Company

By: _____
Andrew C. Rudderow
Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21st day of May, 2001, by Dwayne E. Schultz, as Vice President Southern Region of **Apache Corporation**, a Delaware corporation, on behalf of said corporation.

NAOMI BROWN
Notary Public, State of Texas
My Commission Expires
MARCH 21, 2005

_____
Notary Public in and for State of Texas

My Commission Expires: 3/21/2005

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21st day of November, 2001, by Andrew C. Rudderow, Attorney-In-Fact for **RME PETROLEUM COMPANY**, a Delaware corporation, on behalf of said corporation.

_____
Notary Public in and for State of Texas

TAWNY OLVERA
MY COMMISSION EXPIRES
June 12, 2004

My Commission Expires: 6/12/04

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil, Gas and Mineral Lease dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

Lessor:	The Texas A&M University System
Lessee:	Skelly Oil Company
Date of Lease:	January 25, 1977
Recording Data:	Volume 20, Page 52, Oil and Gas Records of Burleson County, Texas.

[The lands described in said oil, gas and mineral lease insofar, and only insofar, as such lands are described on Exhibit "A-1" and as such leased acreage lies within the outlined area set out on Exhibit "A-2", both Exhibits being attached hereto.]

0004685

OR 560 639

EXHIBIT "A-1"

To that certain Assignment of Oil and Gas Leases dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

APACHE CORPORATION
562.0 Acre Tract

John P. Coles Survey, A-12
Burleson County, Texas

THE STATE OF TEXAS
COUNTY OF BURLESON

PROPERTY DESCRIPTION: Being 562.0 acres, more or less, out of the John P. Coles Survey, A-12, Burleson County, Texas; and being a part of that certain 3192.06 acres described in Oil, Gas and Sulphur Lease from the State of Texas, acting by and through the Board of Regents of the Texas A&M University System, to Skelly Oil Company, dated January 25, 1977 and recorded in Volume 20 at page 52 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas. Said 562.0 acres, more or less, being further described by metes and bounds as follows to-wit:

BEGINNING at a concrete monument found at the most westerly corner of the hereinabove referred to 3192.06 acres, for the most westerly corner of this tract;

THENCE: N 41 deg 18 min 37 sec E, with a northwest line of said 3192.06 acre tract, at 6787.02 feet pass a concrete monument found at an inner corner of said 3192.06 acre tract; and continuing for a total distance of 8064.41 feet to the north corner of this tract;

THENCE: S 49 deg 03 min 13 sec E, 1038.10 feet to the northwest line of that certain 160.0 Acre Unit described in Assignment of Oil and Gas Unit from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation, dated January 6, 1981 and recorded in Volume 57 at page 120 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas, for a corner of this tract;

THENCE: S 40 deg 51 min 21 sec W, with the northwest line of said 160.0 acre unit 1277.37 feet to the west corner of said 160.0 acre unit, for a corner of this tract;

THENCE: S 49 deg 03 min 13 sec E, with the southwest line of said 160.0 acre unit, at 2013.31 feet pass the south corner of said 160.0 acre unit; and continuing for a total distance of 3186.84 feet to the northwest line of that certain 160.0 Acre Unit described in Partial Assignment of Oil and Gas lease from Getty Oil Company and Amoco Production Company to NRG Exploration, Inc. and Ammex Petroleum Corporation as recorded in Volume 64 at page 155 of the Oil, Gas and Mineral Lease Records of Burleson County, Texas, for the most northerly east corner of this tract;

THENCE: S 41 deg 10 min 14 sec W, with the northwest line of said 160.0 Acre Unit, 1496.09 feet to the west corner of said 160.0 acre unit for an interior corner of this tract;

0004685

OR 5600 640

THENCE: S 48 deg 49 min 46 sec E, with the southwest line of said 160.0 Acre Unit, 2000.0 feet to the south corner of said 160.0 Acre Unit, in the most southerly southeast line of said 3192.06 acre tract, for the most southerly east corner of this tract;

THENCE: S 41 deg 10 min 14 sec W, with the most southerly southeast line of said 3192.06 acre tract, 577.30 feet to an iron rod found at a corner of said 3192.06 acre tract, for a corner of this tract;

THENCE: N 48 deg 21 min 12 sec W, with a southwest line of said 3192.06 acre tract, 554.57 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: S 41 deg 33 min 27 sec W, with a southeast line of said 3192.06 acre tract, 967.59 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: N 48 deg 54 min 10 sec W, with a southwest line of said 3192.06 acre tract, 3495.44 feet to an iron rod found at a corner of said 3192.06 acre tract for a corner of this tract;

THENCE: With a southeast line of said 3192.06 acres and its meanders as follows:

S 41 deg 19 min 21 sec W, 1275.0 feet;

S 79 deg 29 min 21 sec W, 211.11 feet;

S 65 deg 39 min 21 sec W, 311.11 feet;

S 23 deg 19 min 21 sec W, 169.46 feet; and

S 41 deg 01 min 51 sec W, 1889.44 feet to a concrete monument found at the most westerly south corner of said 3192.06 acre tract for a corner of this tract;

THENCE: N 48 deg 29 min 28 sec W, with a southwest line of said 3192.06 acre tract, 1988.44 feet to the PLACE OF BEGINNING, Containing 562.0 acres, more or less.

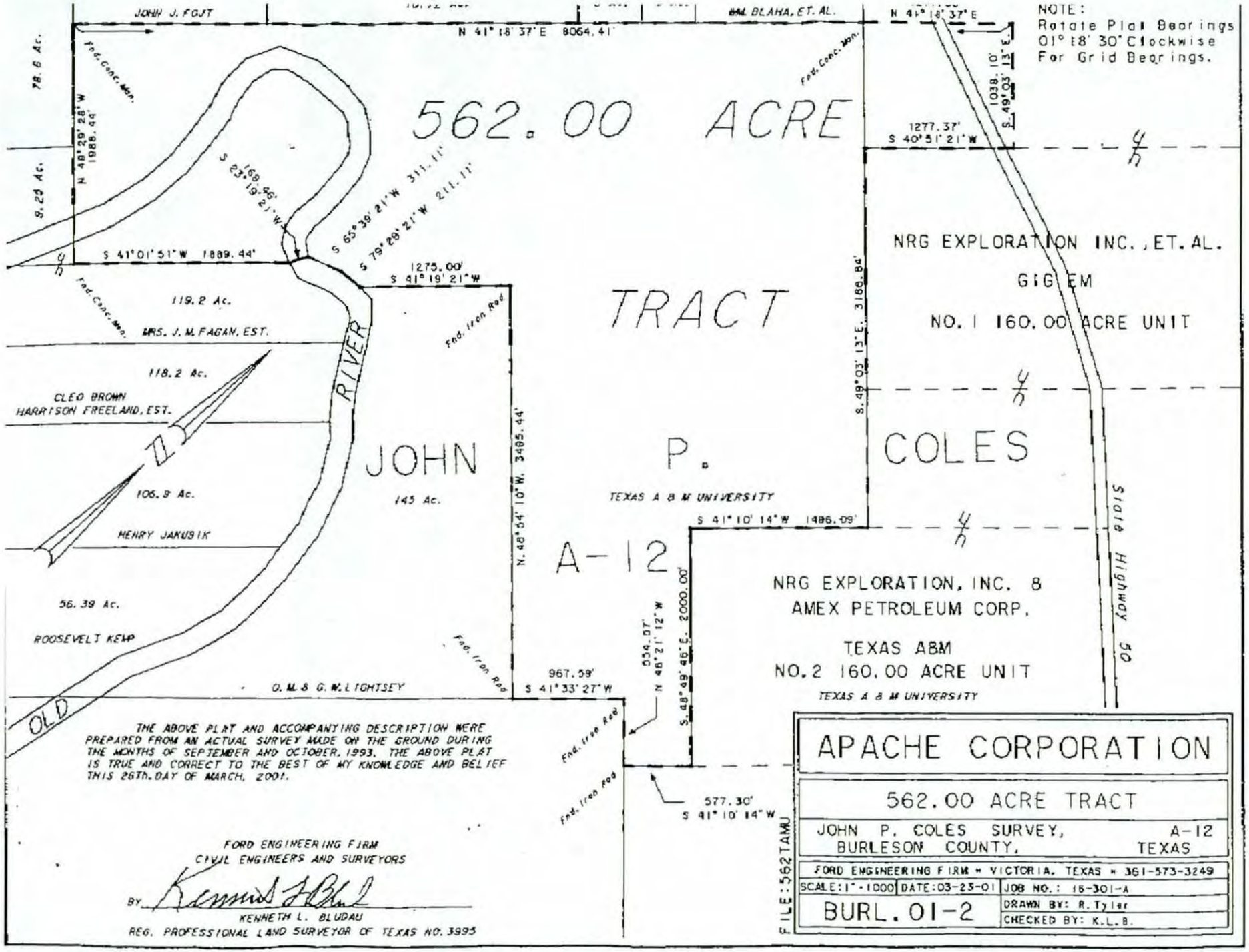
All Distances shown hereon are Geodetic. Rotate Bearings 01 deg 18 min 30 sec clockwise to obtain Grid Bearings.

The foregoing Fieldnote Description, and accompanying plat, have been prepared from an actual survey made on the ground during the months of September and October, 1993, and are true and correct to the best of my knowledge and belief, this 26th day of March, 2001.

FORD ENGINEERING FIRM

Kenneth L. Bludau
Reg. Professional Land Surveyor, #3995
March 26, 2001

KLB:sas
Attachment



0004685

OR 560 64

EXHIBIT "A-2"

To that certain Assignment of Oil and Gas Leases dated the 1st day of May, 2001, between Apache Corporation and RME Petroleum Company.

NOV 20 '03 15:20 FR APC ACCOUNTING 281 874 1685 TO 9151247751543 P.08/09

0004685

OR 560 642

Filed for Record in:
Burleson County

On: Nov 30,2001 at 10:44AM

As a Official Public Records

Document Number: 0004685

Amount 21.00

Receipt Number - 19870
By, Jennifer Price

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

Nov 30, 2001

Honorable Anna L. Schiflack, County Clerk
Burleson County

(142)

File No. MF 074151
ASSIGNMENT

Date Filed: 12-04-03
Jerry E. Patterson, Commissioner
By TERESA TELKES

MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

DATE: 10/06/04

TO: File

FROM: Teresa Telkes

SUBJECT: MF074151

This memo is being written in the wake of a departmental organization, to explain the large billings attached.

The billings were issued to operator Apache because volumes for this A & M lease could not be reconciled, and royalties appeared to be underpaid. Oil was billed at highest Burleson County prices. Gas was billed at the highest reported GLO-2 prices.

Apache's eventual response was to recalculate the oil billing at purchaser prices; and to recalculate the gas billing using new volumes and old prices. The documentation supplied revealed a large number of POP contracts; provided TIK data that did not match the verbal representations of partner Anadarko; and gave no information as to where title to the gas passed to the purchaser. Our response was to request contracts: some were eventually supplied. I was in the process of trying to tie them to meters, when we reorganized.

The lease agreement states that oil royalties are to be based on highest area market prices. Gas royalties are to be based on market value if sold off lease, and on amount realized if sold at the well.

emailed.

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

February 20, 2004

Apache Corporation
Attn: Ms Lynn Honeycutt
2000 Post Oak, Floor 11
Houston, TX 77056-4400

Re: Notice of underpayment on State Lease MF-074151

Dear Ms Honeycutt:

Responses to the exceptions and requests in your letter of February 11, 2004 are on the next page (Attachment A).

The underpayment notice sent to you addresses two issues – volume and price. To resolve the volume issue, you may wish to take the well level disposition data at your disposal, combine it with the well level ownership data that you now also have, and determine the gas disposition volume for which each working interest partner was responsible each month. At that point we could begin to look at prices. The lease contract specifies that the State is to be paid gas royalties based on gross proceeds if the gas is sold at the well, and royalties based on highest market prices if the gas is sold elsewhere. Oil royalties are to be based on the highest posted price in the general area.

We need to resolve these volume and price issues as quickly as possible. GLO Energy Audit procedures require me to send you a second you notice in the near future. The second notice will state that payment is required in 15 days, after which the billing will be turned over to our Legal Department for appropriate action.

In order for me to be able to revise underpayment schedule volumes or prices, or move money from unbilled months to billed months, you will need to supply third party documentation of all volumes and prices for those months.

Also please understand that the State holds the Operator responsible for all lease reporting and royalty payments.

Sincerely,

Teresa Telkes, Accounts Examiner
Royalty Management
Energy Resources Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

ATTACHMENT A

7/00 Gas: You stated that our billing schedule shows $203,445.67, but your records show $209,228.41. We agree that you paid $209,228.41. However, you also took a $6,323.64 credit on 10/15/03, and your partner Torch paid an additional $541.20. $209,228.41 – 6,323.64 + 541.20 = $203,445.97.

8/00 Gas: You stated that our schedule was missing a $269,434.67 payment, and that it was your understanding that we had found the payment and would apply it properly. We confirm that this is correct. The Comptroller's Office received a miscoded transfer and put it into a suspense account. We have now claimed the money and applied it to your GLO account.

11/00: You stated that the billing schedule shows $101,397.32, but your records show payments of $58,238.29 and $113,072.80, totaling $171,311.09. We agree with the numbers. However, you applied the $58,238.29 payment to 10/00, not 11/00. And although you made a 10/00 payment of $113,072.80, you also took a $17,926.41 credit against it on 8/15/03. Your partner Torch paid an additional $6,250.93. $113,072.80 – 17,926.41 + 6,250.93 = $101,397.32.

12/00: You requested that we check to see if the $37.57 high price for the month was an error. We have no reason to believe that it was. The calculations on the related GLO-2 report were correct, and tied to the P-2 volume reported to the RRC. The price itself was in line with those paid by the same purchaser in other months.

Well level and ownership data: you are correct in assuming that complete ownership and well level data will be required to document changes to the billing schedule.

Breakdown of sales volumes by RRC lease number versus the higher GLO lease level: You requested that we provide you with this. We suggest that you calculate these volumes independently from your P-2 records for RRC well id 03-21415, 23848 and 160430, and check the P-2 volumes against your well-level data.

Breakdown of volumes paid by each payor: You requested that we provide you with this. We suggest independent verification of all volumes and payments.

Identify details of all sales months for the 9/98 – 6/03 time period, including overpayments of royalty: Please see Attachment B for the schedule you requested. Also please be aware that when the GLO finds an apparent overpayment, it assumes that the payment was correct, but that a wrong P-2 was filed. To disprove this assumption, you will need to supply third party volume/price documentation.

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT B

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 12/05/03

PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Sep-98	22,617	1.4040	1.373	43,598.61	8,719.72	3,683.01	5,036.71	1871	503.67	3,000.50	8,540.88
Oct-98	19,718	1.4040	1.373	38,010.23	7,602.05	5,728.65	1,873.40	1841	187.34	1,097.56	3,158.30
Nov-98	12,979	1.7010	1.352	29,848.48	5,969.70	4,274.23	1,695.47	1810	169.55	976.03	2,841.05
Dec-98	14,988	1.7010	1.860	47,419.93	9,483.99	3,508.58	5,975.41	1779	597.54	3,378.97	9,951.92
Jan-99	17,315	1.6340	1.304	36,893.69	7,378.74	3,352.82	4,025.92	1751	402.59	2,239.51	6,668.02
Feb-99	14,188	1.6340	1.304	30,230.88	6,046.18	3,494.67	2,551.51	1720	255.15	1,393.33	4,199.99
Mar-99	14,532	1.5120	1.329	29,201.30	5,840.26	421.42	5,418.84	1690	541.88	2,905.69	8,866.41
Apr-99	18,829	1.5120	1.329	37,835.90	7,567.18	212.38	7,354.80	1659	735.48	3,868.83	11,959.11
May-99	17,359	2.0250	1.351	47,480.79	9,496.16	460.89	9,035.27	1629	903.53	4,663.68	14,602.48
Jun-99	16,996	1.9174	1.369	44,621.03	8,924.21	62.05	8,862.16	1598	886.22	4,484.01	14,232.39
Jul-99	16,313	1.9710	1.365	43,876.55	8,775.31	311.15	8,464.16	1567	846.42	4,196.37	13,506.95
Aug-99	14,630	1.9710	1.365	39,349.84	7,869.97	392.39	7,477.58	1537	747.76	3,633.49	11,858.83
Sep-99	12,743	2.5290	1.364	43,956.53	8,791.31	282.57	8,508.74	1506	850.87	4,047.83	13,407.44
Oct-99	13,176	2.5290	1.364	45,450.15	9,090.03	463.44	8,626.59	1476	862.66	4,018.81	13,508.06
Nov-99	12,751	2.1955	1.409	39,444.83	7,888.97	776.31	7,112.66	1445	711.27	3,241.03	11,064.96
Dec-99	13,077	2.1960	1.364	39,177.38	7,835.48	560.42	7,275.06	1414	727.51	3,240.89	11,243.46
Jan-00	13,195	1.8090	1.369	32,683.21	6,536.64	608.04	5,928.60	1385	592.86	2,584.54	9,106.00
Feb-00	12,194	2.3600	1.331	38,303.31	7,660.66	7,756.76	(96.10)	1354	0.00	0.00	(96.10)
Mar-00	10,972	2.2500	1.368	33,763.10	6,752.62	4,633.86	2,118.76	1324	211.88	881.17	3,211.81
Apr-00	11,290	2.8160	1.267	40,281.27	8,056.25	7,137.95	918.30	1293	91.83	372.55	1,382.68
May-00	68,347	2.6820	1.364	250,092.78	50,018.56	3,823.22	46,195.34	1263	4,619.53	18,285.76	69,100.63
Jun-00	206,468	3.9370	1.353	1,099,805.69	219,961.14	305,462.53	(85,501.39)	1232	0.00	0.00	(85,501.39)
Jul-00	275,469	3.8520	1.364	1,447,435.34	289,487.07	203,445.97	86,041.10	1201	8,604.11	32,304.31	126,949.52
Aug-00	422,912	3.4600	1.372	2,007,614.01	401,522.80	112,344.51	289,178.29	1171	28,917.83	105,720.41	423,816.53
Sep-00	260,406	4.1100	1.368	1,464,578.11	292,915.62	307,269.67	(14,354.05)	1140	0.00	0.00	(14,354.05)
Oct-00	202,411	4.7800	1.368	1,323,980.95	264,796.19	321,474.59	(56,678.40)	1110	0.00	0.00	(56,678.40)
Nov-00	158,047	4.6200	1.309	955,801.88	191,160.38	101,397.32	89,763.06	1079	8,976.31	30,101.37	128,840.74

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
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STATE ROYALTY DECIMAL .2

ATTACHMENT B

AUDITOR: TMT
FILE NAME: 074151.xls
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PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Dec-00	156,277	6.3200	1.386	1,368,911.51	273,782.30	219,333.00	54,449.30	1048	5,444.93	17,704.23	77,598.46
Jan-01	133,825	9.7900	1.410	1,847,306.92	369,461.38	278,207.94	91,253.44	1020	9,125.34	28,831.09	129,209.87
Feb-01	104,666	6.9400	1.340	973,351.93	194,670.39	138,558.32	56,112.07	989	5,611.21	17,156.46	78,879.74
Mar-01	99,415	5.0900	1.298	656,817.01	131,363.40	103,541.43	27,821.97	959	2,782.20	8,232.25	38,836.42
Apr-01	89,170	4.8898	1.303	568,137.07	113,627.41	121,327.69	(7,700.28)	928	0.00	0.00	(7,700.28)
May-01	129,812	4.8860	1.276	809,312.95	161,862.59	154,297.49	7,565.10	898	756.51	2,086.72	10,408.33
Jun-01	275,985	4.8860	1.276	1,720,628.56	344,125.71	141,866.48	202,259.23	867	20,225.92	53,728.92	276,214.07
Jul-01	248,863	3.0571	1.261	959,359.48	191,871.90	87,063.76	104,808.14	836	10,480.81	26,773.45	142,062.40
Aug-01	187,590	3.0366	1.294	737,103.86	147,420.77	167,661.43	(20,240.66)	806	0.00	0.00	(20,240.66)
Sep-01	146,033	3.2249	1.274	600,041.57	120,008.31	118,508.56	1,499.75	775	149.98	353.04	2,002.77
Oct-01	116,090	4.4960	1.000	521,940.64	104,388.13	68,138.70	36,249.43	745	3,624.94	8,175.49	48,049.86
Nov-01	102,804	3.0800	1.289	408,144.22	81,628.84	54,964.30	26,664.54	714	2,666.45	5,742.01	35,073.00
Dec-01	82,637	2.2200	1.322	242,526.37	48,505.27	36,743.28	11,761.99	683	1,176.20	2,412.98	15,351.17
Jan-02	57,527	2.5000	1.384	199,043.42	39,808.68	37,147.50	2,661.18	655	266.12	521.45	3,448.75
Feb-02	56,927	1.9400	1.296	143,128.14	28,625.63	24,381.87	4,243.76	624	424.38	788.29	5,456.43
Mar-02	67,396	2.3100	1.281	199,432.18	39,886.44	39,749.16	137.28	594	25.00	24.15	186.43
Apr-02	67,413	3.3200	1.299	290,730.70	58,146.14	36,542.94	21,603.20	563	2,160.32	3,579.62	27,343.14
May-02	62,415	3.2500	1.296	262,891.98	52,578.40	43,109.73	9,468.67	533	946.87	1,475.56	11,891.10
Jun-02	45,584	3.2600	1.293	192,144.77	38,428.95	28,804.04	9,624.91	502	962.49	1,401.81	11,989.21
Jul-02	63,385	3.1500	1.288	257,165.62	51,433.12	40,091.49	11,341.63	471	1,134.16	1,536.25	14,012.04
Aug-02	52,456	2.8500	1.291	193,003.98	38,600.80	31,470.24	7,130.56	441	713.06	895.52	8,739.14
Sep-02	49,062	3.1500	1.295	200,136.16	40,027.23	47,435.94	(7,408.71)	410	0.00	0.00	(7,408.71)
Oct-02	48,033	3.5800	1.300	223,545.58	44,709.12	35,435.23	9,273.89	380	927.39	978.71	11,179.99
Nov-02	43,866	4.0500	1.307	232,198.09	46,439.62	18,254.62	28,185.00	349	2,818.50	2,687.23	33,690.73
Dec-02	40,391	4.7600	1.313	252,438.90	50,487.78	37,701.60	12,786.18	318	1,278.62	1,088.75	15,153.55
Jan-03	26,659	3.8498	1.295	132,907.79	26,581.56	22,933.85	3,647.71	290	364.77	277.03	4,289.51
Feb-03	15,418	4.4367	1.287	88,037.19	17,607.44	15,884.24	1,723.20	259	172.32	113.31	2,008.83

APACHE CORP
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STATE ROYALTY DECIMAL .2

ATTACHMENT B

AUDITOR: TMT
FILE NAME: 074151.xls
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PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (9)X.10	INTEREST DUE (9)-(8)	TOTAL DUE (7)+(9)+(10)
Mar-03	50,027	9.6210	1.000	481,309.77	96,261.95	74,612.16	21,649.79	229	2,164.98	1,210.02	25,024.79
Apr-03	52,908	5.3500	1.000	283,057.80	56,611.56	47,321.30	9,290.26	198	929.03	424.55	10,643.84
May-03	43,110	5.4400	1.000	234,518.40	46,903.68	41,208.52	5,695.16	168	569.52	204.09	6,468.77
Jun-03	37,483	4.5589	1.281	218,900.70	43,780.14	39,796.15	3,983.99	137	398.40	102.16	4,484.55
	4,647,149			$24,828,909.03	$4,965,781.83	$3,755,432.36	$1,210,349.47		$140,244.21	$429,141.78	$1,779,735.46

COMMENTS:
(A) RRC VOLUME - REPRESENTS TRANSMISSION LINE DISPOSITIONS FOR RRC WELL ID #S 03-21415, 23848 AND 160430
(B) PRICE/BTU - REPRESENTS HIGHEST MCF PRICE REPORTED ON GLO-2 GAS REPORTS.
(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
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STATE ROYALTY DECIMAL .2

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INTEREST DATE: 12/30/03

OIL

MONTH/ YEAR	(1) RRC VOLUME (A)	(2) GLO-2 VOLUME (D)	(3) DIFFX (1)-(2)	(4) PRICE (B)	(5) GROSS VALUE (1)X(4)	(6) ROYALTY DUE (5)X(.2)	(7) ROYALTY PAID	(8) ADDITIONAL ROYALTY DUE (6)-(7)	(9) DAYS LATE	(10) PENALTY DUE (C)	(11) INTEREST DUE (C)	(12) TOTAL DUE (8)+(10)+(11)
Sep-98	1,309	1,101	208	13.790	18,051.11	3,610.22	2,958.76	651.46	1881	65.15	390.23	1,106.84
Oct-98	1,292	1,099	193	13.410	17,325.72	3,465.14	2,895.28	569.86	1851	56.99	335.73	962.58
Nov-98	2,523	2,522	1	13.080	33,000.84	6,600.17	5,872.41	727.76	1820	72.78	421.34	1,221.88
Dec-98	1,235	1,221	14	11.760	14,523.60	2,904.72	2,416.13	488.59	1789	48.86	277.89	815.34
Jan-99	1,512	2,256	-744	11.430	17,282.16	3,456.43	4,910.89	(1,454.46)	1761	0.00	0.00	(1,454.46)
Feb-99	1,932	993	939	11.010	21,271.32	4,254.26	2,102.84	2,151.42	1730	215.14	1,181.93	3,548.49
Mar-99	1,116	929	187	13.540	15,110.64	3,022.13	2,477.86	544.27	1700	54.43	293.64	892.34
Apr-99	2,346	0	2,346	16.240	38,099.04	7,619.81	6,363.34	1,256.47	1669	125.65	665.07	2,047.19
May-99	1,269	1,061	208	16.810	21,331.89	4,266.38	3,506.70	759.68	1639	75.97	394.62	1,230.27
Jun-99	1,450	0	1,450	16.940	24,563.00	4,912.60	4,182.20	730.40	1608	73.04	371.96	1,175.40
Jul-99	1,652	1,643	9	19.570	32,329.64	6,465.93	6,193.02	272.91	1577	27.29	136.20	436.40
Aug-99	1,109	0	1,109	20.640	22,889.76	4,577.95	4,441.78	136.17	1547	25.00	66.62	227.79
Sep-99	1,668	1,486	182	23.320	38,897.76	7,779.55	6,696.78	1,082.77	1516	108.28	518.66	1,709.71
Oct-99	933	934	-1	22.460	20,955.18	4,191.04	4,017.49	173.55	1486	25.00	81.42	279.97
Nov-99	1,246	1,120	126	24.230	30,190.58	6,038.12	5,225.47	812.65	1455	81.27	372.97	1,266.89
Dec-99	1,196	1,196	0	26.020	31,119.92	6,223.98	6,028.99	194.99	1424	25.00	87.51	307.50
Jan-00	1,278	1,277	1	28.030	35,822.34	7,164.47	6,613.71	550.76	1395	55.08	241.91	847.75
Feb-00	1,074	1,466	-392	29.820	32,026.68	6,405.34	8,202.48	(1,797.14)	1364	0.00	0.00	(1,797.14)
Mar-00	1,122	1,491	-369	30.180	33,861.96	6,772.39	8,635.53	(1,863.14)	1334	0.00	0.00	(1,863.14)
Apr-00	1,626	1,706	-80	29.040	47,219.04	9,443.81	8,486.93	956.88	1303	95.69	391.35	1,443.92
May-00	6,425	6,405	20	29.040	186,582.00	37,316.40	35,431.05	1,885.35	1273	188.54	752.49	2,826.38
Jun-00	17,531	17,531	0	31.460	551,525.26	110,305.05	106,348.46	3,956.59	1242	395.66	1,538.84	5,891.09
Jul-00	24,254	24,183	71	30.550	740,959.70	148,191.94	144,384.56	3,807.38	1211	380.74	1,442.01	5,630.13
Aug-00	29,149	28,965	184	31.260	911,197.74	182,239.55	177,172.88	5,066.67	1181	506.67	1,868.98	7,442.32
Sep-00	16,408	16,409	-1	33.390	547,863.12	109,572.62	108,529.38	1,043.24	1150	104.32	374.19	1,521.75
Oct-00	11,382	11,382	0	33.090	376,630.38	75,326.08	74,321.52	1,004.56	1120	100.46	350.41	1,455.43
Nov-00	10,687	2,940	7,747	34.320	366,777.84	73,355.57	73,073.12	282.45	1089	28.25	95.65	406.35
Dec-00	9,721	9,721	0	37.570	365,217.97	73,043.59	54,981.79	18,061.80	1058	1,806.18	5,932.19	25,800.17

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ATTACHMENT B

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PENALTY/
INTEREST DATE: 12/30/03

OIL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Jan-01	5,973	9,062	-3,089	29.740	177,637.02	35,527.40	34,463.81	1,063.59	1030	106.36	339.53	1,509.48
Feb-01	4,870	1,777	3,093	30.350	147,804.50	29,560.90	28,966.23	594.67	999	59.47	183.78	837.92
Mar-01	4,675	4,682	-7	27.040	126,412.00	25,282.40	24,799.85	482.55	969	48.26	144.37	675.18
Apr-01	5,023	5,022	1	27.270	136,977.21	27,395.44	26,213.30	1,182.14	938	118.21	341.62	1,641.97
May-01	6,785	6,603	182	28.330	192,219.05	38,443.81	35,454.63	2,989.18	908	298.92	834.35	4,122.45
Jun-01	14,539	14,562	-23	27.230	395,896.97	79,179.39	75,285.38	3,894.01	877	389.40	1,047.22	5,330.63
Jul-01	10,688	10,687	1	25.750	275,216.00	55,043.20	53,789.21	1,253.99	846	125.40	324.46	1,703.85
Aug-01	7,186	7,179	7	26.730	192,081.78	38,416.36	37,801.89	614.47	816	61.45	152.93	828.85
Sep-01	4,554	4,409	145	26.540	120,863.16	24,172.63	23,047.59	1,125.04	785	112.50	268.53	1,506.07
Oct-01	4,725	4,723	2	21.520	101,682.00	20,336.40	19,627.76	708.64	755	70.86	162.15	941.65
Nov-01	3,296	3,296	0	18.950	62,459.20	12,491.84	11,945.30	546.54	724	54.65	119.49	720.68
Dec-01	3,414	3,414	0	18.700	63,841.80	12,768.36	12,279.83	488.53	693	48.85	101.83	639.21
Jan-02	2,028	2,025	3	18.560	37,639.68	7,527.94	7,355.55	172.39	665	25.00	34.35	231.74
Feb-02	1,896	1,896	0	19.600	37,161.60	7,432.32	7,281.05	151.27	634	25.00	28.60	204.87
Mar-02	2,864	2,864	0	23.430	67,103.52	13,420.70	13,192.60	228.10	604	25.00	40.87	293.97
Apr-02	3,300	3,300	0	25.090	82,797.00	16,559.40	16,310.40	249.00	573	25.00	42.08	316.08
May-02	2,367	2,367	0	26.140	61,873.38	12,374.68	12,190.18	184.50	543	25.00	29.36	238.86
Jun-02	1,597	1,597	0	25.690	41,026.93	8,205.39	8,052.50	152.89	512	25.00	22.77	200.66
Jul-02	2,531	2,531	0	26.140	66,160.34	13,232.07	12,959.39	272.68	481	27.27	37.83	337.78
Aug-02	1,974	1,974	0	27.530	54,344.22	10,868.84	10,712.65	156.19	451	25.00	20.13	201.32
Sep-02	2,189	2,189	0	29.710	65,035.19	13,007.04	13,898.87	(891.83)	420	0.00	0.00	(891.83)
Oct-02	2,340	2,340	0	28.140	65,847.60	13,169.52	12,987.23	182.29	390	25.00	19.84	227.13
Nov-02	2,008	2,008	0	25.720	51,645.76	10,329.15	10,162.50	166.65	359	25.00	16.44	208.09
Dec-02	1,814	1,814	0	29.380	53,295.32	10,659.06	10,513.92	145.14	328	25.00	12.84	182.98
Jan-03	1,323	1,323	0	32.240	42,653.52	8,530.70	8,423.64	107.06	300	25.00	8.48	140.54
Feb-03	786	786	0	36.020	28,311.72	5,662.34	5,599.22	63.12	269	25.00	4.36	92.48
Mar-03	2,774	2,774	0	35.600	98,754.40	19,750.88	18,523.92	1,226.96	239	122.70	72.61	1,422.27
Apr-03	2,416	2,416	0	31.000	74,896.00	14,979.20	14,022.06	957.14	208	95.71	46.89	1,099.74

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT B

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 12/05/03

PENALTY/
INTEREST DATE: 12/30/03

OIL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
May-03	2,325	2,325	0	29.670	68,982.75	13,796.55	13,343.81	452.74	178	45.27	17.71	515.72
Jun-03	1,407	1,407	0	36.000	50,652.00	10,130.40	8,388.60	1,741.80	147	174.18	50.39	1,966.37
					$7,633,897.81	$1,526,779.55	$1,464,064.22	$62,715.33		$7,000.90	$23,109.62	$92,825.85

COMMENTS:

(A) RRC VOLUME - REPRESENTS DISPOSITIONS FROM RRC WELL ID #S 03-21415, 23848 AND 160430

(B) PRICE - IS HIGHEST POSTED MARKET PRICE FOR BURLESON COUNTY

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

(D) REPORTED VOLUMES ARE SHOWN FYI ONLY. THEY ARE NOT USED IN CALCULATIONS.

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 11, 2004 CERTIFIED MAIL 7003 2260 0003 0394 8764

SECOND REQUEST

APACHE CORPORATION
ATTN: MS LYNN HONEYCUTT
2000 POST OAK FLOOR 11
HOUSTON TX 77056-4400

RE: Notice of non-payment on State Lease MF-074151

Dear Ms Honeycutt:

Enclosed is a copy of our letter to you dated December 5, 2003 requesting additional royalties due on the captioned lease. You were granted an extension, responded by letter on February 11th, and have kept in touch by email and phone. We recognize that you are making every effort to research the validity of the billing. Nevertheless, another month has now passed, and we request that you pay it.

Be advised that penalty and interest continue to accrue until payment is received. Revised schedules are enclosed showing updated penalty and interest, and the $269,434.67 found in a State Comptroller suspense account. The amount now due is $1,710,036.45, comprised of $1,201,616.29 in additional royalty, $120,301.64 in penalty and $388,118.52 in interest. Penalty and interest have been computed in accordance with Section 52.131 of the Texas Natural Resources Code.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to Texas Natural Resources Code, section 52.136.

You are also hereby notified that if the amount now due is not received in this office by March 26, 2004, these leases will be forwarded to our legal division for appropriate action.

If you have any questions, please call Teresa Telkes, Accounts Examiner, at (512) 936-6928.

Sincerely,

Carl Liberty, Supervisor
Royalty Management
Energy Resources Division

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 03/12/04

PENALTY/
INTEREST DATE: 03/26/04

OIL

MONTH/ YEAR	(1) RRC VOLUME (A)	(2) GLO-2 VOLUME (D)	(3) DIFFX (1)-(2)	(4) PRICE (B)	(5) GROSS VALUE (1)X(4)	(6) ROYALTY DUE (5)X(.2)	(7) ROYALTY PAID	(8) ADDITIONAL ROYALTY DUE (6)-(7)	(9) DAYS LATE	(10) PENALTY DUE (C)	(11) INTEREST DUE (C)	(12) TOTAL DUE (8)+(10)+(11)
Sep-98	1,309	1,101	208	13.790	18,051.11	3,610.22	2,958.76	651.46	1968	65.15	408.87	1,125.48
Oct-98	1,292	1,099	193	13.410	17,325.72	3,465.14	2,895.28	569.86	1938	56.99	352.03	978.88
Nov-98	2,523	2,522	1	13.080	33,000.84	6,600.17	5,872.41	727.76	1907	72.78	442.16	1,242.70
Dec-98	1,235	1,221	14	11.760	14,523.60	2,904.72	2,416.13	488.59	1876	48.86	291.87	829.32
Feb-99	1,932	993	939	11.010	21,271.32	4,254.26	2,102.84	2,151.42	1817	215.14	1,243.46	3,610.02
Mar-99	1,116	929	187	13.540	15,110.64	3,022.13	2,477.86	544.27	1787	54.43	309.21	907.91
Apr-99	2,346	0	2,346	16.240	38,099.04	7,619.81	6,363.34	1,256.47	1756	125.65	701.01	2,083.13
May-99	1,269	1,061	208	16.810	21,331.89	4,266.38	3,506.70	759.68	1726	75.97	416.35	1,252.00
Jun-99	1,450	0	1,450	16.940	24,563.00	4,912.60	4,182.20	730.40	1695	73.04	392.86	1,196.30
Jul-99	1,652	1,643	9	19.570	32,329.64	6,465.93	6,193.02	272.91	1664	27.29	144.01	444.21
Aug-99	1,109	0	1,109	20.640	22,889.76	4,577.95	4,441.78	136.17	1634	25.00	70.51	231.68
Sep-99	1,668	1,486	182	23.320	38,897.76	7,779.55	6,696.78	1,082.77	1603	108.28	549.63	1,740.68
Oct-99	933	934	-1	22.460	20,955.18	4,191.04	4,017.49	173.55	1573	25.00	86.39	284.94
Nov-99	1,246	1,120	126	24.230	30,190.58	6,038.12	5,225.47	812.65	1542	81.27	396.22	1,290.14
Dec-99	1,196	1,196	0	26.020	31,119.92	6,223.98	6,028.99	194.99	1511	25.00	93.08	313.07
Jan-00	1,278	1,277	1	28.030	35,822.34	7,164.47	6,613.71	550.76	1482	55.08	257.67	863.51
Apr-00	1,626	1,706	-80	29.040	47,219.04	9,443.81	8,486.93	956.88	1390	95.69	418.72	1,471.29
May-00	6,425	6,405	20	29.040	186,582.00	37,316.40	35,431.05	1,885.35	1360	188.54	806.41	2,880.30
Jun-00	17,531	17,531	0	31.460	551,525.26	110,305.05	106,348.46	3,956.59	1329	395.66	1,652.01	6,004.26
Jul-00	24,254	24,183	71	30.550	740,959.70	148,191.94	144,384.56	3,807.38	1298	380.74	1,550.91	5,739.03
Aug-00	29,149	28,965	184	31.260	911,197.74	182,239.55	177,172.88	5,066.67	1268	506.67	2,013.90	7,587.24
Sep-00	16,408	16,409	-1	33.390	547,863.12	109,572.62	108,529.38	1,043.24	1237	104.32	404.03	1,551.59
Oct-00	11,382	11,382	0	33.090	376,630.38	75,326.08	74,321.52	1,004.56	1207	100.46	379.15	1,484.17
Nov-00	10,687	2,940	7,747	34.320	366,777.84	73,355.57	73,073.12	282.45	1176	28.25	103.72	414.42
Dec-00	9,721	9,721	0	37.570	365,217.97	73,043.59	54,981.79	18,061.80	1145	1,806.18	6,448.80	26,316.78
Jan-01	5,973	9,062	-3,089	29.740	177,637.02	35,527.40	34,463.81	1,063.59	1117	106.36	369.95	1,539.90
Feb-01	4,870	1,777	3,093	30.350	147,804.50	29,560.90	28,966.23	594.67	1086	59.47	200.79	854.93
Mar-01	4,675	4,682	-7	27.040	126,412.00	25,282.40	24,799.85	482.55	1056	48.26	158.17	688.98

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 03/12/04

PENALTY/
INTEREST DATE: 03/26/04

OIL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Apr-01	5,023	5,022	1	27.270	136,977.21	27,395.44	26,213.30	1,182.14	1025	118.21	375.43	1,675.78
May-01	6,785	6,603	182	28.330	192,219.05	38,443.81	35,454.63	2,989.18	995	298.92	919.85	4,207.95
Jun-01	14,539	14,562	-23	27.230	395,896.97	79,179.39	75,285.38	3,894.01	964	389.40	1,158.60	5,442.01
Jul-01	10,688	10,687	1	25.750	275,216.00	55,043.20	53,789.21	1,253.99	933	125.40	360.32	1,739.71
Aug-01	7,186	7,179	7	26.730	192,081.78	38,416.36	37,801.89	614.47	903	61.45	170.50	846.42
Sep-01	4,554	4,409	145	26.540	120,863.16	24,172.63	23,047.59	1,125.04	872	112.50	300.71	1,538.25
Oct-01	4,725	4,723	2	21.520	101,682.00	20,336.40	19,627.76	708.64	842	70.86	182.42	961.92
Nov-01	3,296	3,296	0	18.950	62,459.20	12,491.84	11,945.30	546.54	811	54.65	135.12	736.31
Dec-01	3,414	3,414	0	18.700	63,841.80	12,768.36	12,279.83	488.53	780	48.85	115.80	653.18
Jan-02	2,028	2,025	3	18.560	37,639.68	7,527.94	7,355.55	172.39	752	25.00	39.28	236.67
Feb-02	1,896	1,896	0	19.600	37,161.60	7,432.32	7,281.05	151.27	721	25.00	32.92	209.19
Mar-02	2,864	2,864	0	23.430	67,103.52	13,420.70	13,192.60	228.10	691	25.00	47.39	300.49
Apr-02	3,300	3,300	0	25.090	82,797.00	16,559.40	16,310.40	249.00	660	25.00	49.20	323.20
May-02	2,367	2,367	0	26.140	61,873.38	12,374.68	12,190.18	184.50	630	25.00	34.64	244.14
Jun-02	1,597	1,597	0	25.690	41,026.93	8,205.39	8,052.50	152.89	599	25.00	27.14	205.03
Jul-02	2,531	2,531	0	26.140	66,160.34	13,232.07	12,959.39	272.68	568	27.27	45.63	345.58
Aug-02	1,974	1,974	0	27.530	54,344.22	10,868.84	10,712.65	156.19	538	25.00	24.60	205.79
Oct-02	2,340	2,340	0	28.140	65,847.60	13,169.52	12,987.23	182.29	477	25.00	25.05	232.34
Nov-02	2,008	2,008	0	25.720	51,645.76	10,329.15	10,162.50	166.65	446	25.00	21.20	212.85
Dec-02	1,814	1,814	0	29.380	53,295.32	10,659.06	10,513.92	145.14	415	25.00	16.99	187.13
Jan-03	1,323	1,323	0	32.240	42,653.52	8,530.70	8,423.64	107.06	387	25.00	11.54	143.60
Feb-03	786	786	0	36.020	28,311.72	5,662.34	5,599.22	63.12	356	25.00	6.16	94.28
Mar-03	2,774	2,774	0	35.600	98,754.40	19,750.88	18,523.92	1,226.96	326	122.70	107.70	1,457.36
Apr-03	2,416	2,416	0	31.000	74,896.00	14,979.20	14,022.06	957.14	295	95.71	74.26	1,127.11
May-03	2,325	2,325	0	29.670	68,982.75	13,796.55	13,343.81	452.74	265	45.27	30.66	528.67
Jun-03	1,407	1,407	0	36.000	50,652.00	10,130.40	8,388.60	1,741.80	234	174.18	100.21	2,016.19
					$7,485,691.82	$1,497,138.35	$1,428,416.45	$68,721.90		$7,000.90	$25,075.21	$100,798.01

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 03/12/04

PENALTY/
INTEREST DATE: 03/26/04

OIL

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)

COMMENTS:

(A) RRC VOLUME - REPRESENTS DISPOSITIONS FROM RRC WELL ID #S 03-21415, 23848 AND 160430

(B) PRICE - IS HIGHEST POSTED MARKET PRICE FOR BURLESON COUNTY

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

(D) REPORTED VOLUMES ARE SHOWN FYI ONLY. THEY ARE NOT USED IN CALCULATIONS.

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 03/12/04

PENALTY/
INTEREST DATE:
03/26/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)		(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID		ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Sep-98	22,617	1.4040	1.373	43,598.61	8,719.72	3,683.01		5,036.71	1958	503.67	3,144.56	8,684.94
Oct-98	19,718	1.4040	1.373	38,010.23	7,602.05	5,728.65		1,873.40	1928	187.34	1,151.14	3,211.88
Nov-98	12,979	1.7010	1.352	29,848.48	5,969.70	4,274.23		1,695.47	1897	169.55	1,024.53	2,889.55
Dec-98	14,988	1.7010	1.860	47,419.93	9,483.99	3,508.58		5,975.41	1866	597.54	3,549.88	10,122.83
Jan-99	17,315	1.6340	1.304	36,893.69	7,378.74	3,352.82		4,025.92	1838	402.59	2,354.67	6,783.18
Feb-99	14,188	1.6340	1.304	30,230.88	6,046.18	3,494.67		2,551.51	1807	255.15	1,466.31	4,272.97
Mar-99	14,532	1.5120	1.329	29,201.30	5,840.26	421.42		5,418.84	1777	541.88	3,060.68	9,021.40
Apr-99	18,829	1.5120	1.329	37,835.90	7,567.18	212.38		7,354.80	1746	735.48	4,079.19	12,169.47
May-99	17,359	2.0250	1.351	47,480.79	9,496.16	460.89		9,035.27	1716	903.53	4,922.12	14,860.92
Jun-99	16,996	1.9174	1.369	44,621.03	8,924.21	62.05		8,862.16	1685	886.22	4,737.49	14,485.87
Jul-99	16,313	1.9710	1.365	43,876.55	8,775.31	311.15		8,464.16	1654	846.42	4,438.47	13,749.05
Aug-99	14,630	1.9710	1.365	39,349.84	7,869.97	392.39		7,477.58	1624	747.76	3,847.37	12,072.71
Sep-99	12,743	2.5290	1.364	43,956.53	8,791.31	282.57		8,508.74	1593	850.87	4,291.20	13,650.81
Oct-99	13,176	2.5290	1.364	45,450.15	9,090.03	463.44		8,626.59	1563	862.66	4,265.55	13,754.80
Nov-99	12,751	2.1955	1.409	39,444.83	7,888.97	776.31		7,112.66	1532	711.27	3,444.48	11,268.41
Dec-99	13,077	2.1960	1.364	39,177.38	7,835.48	560.42		7,275.06	1501	727.51	3,448.98	11,451.55
Jan-00	13,195	1.8090	1.369	32,683.21	6,536.64	608.04		5,928.60	1472	592.86	2,754.12	9,275.58
Mar-00	10,972	2.2500	1.368	33,763.10	6,752.62	4,633.86		2,118.76	1411	211.88	941.77	3,272.41
Apr-00	11,290	2.8160	1.267	40,281.27	8,056.25	7,137.95		918.30	1380	91.83	398.82	1,408.95
May-00	68,347	2.6820	1.364	250,092.78	50,018.56	3,823.22		46,195.34	1350	4,619.53	19,607.07	70,421.94
Jul-00	275,469	3.8520	1.364	1,447,435.34	289,487.07	203,445.97		86,041.10	1288	8,604.11	34,765.32	129,410.53
Aug-00	422,912	3.4600	1.372	2,007,614.01	401,522.80	381,779.18	*	19,743.62	1258	1,974.36	7,782.77	29,500.75
Nov-00	158,047	4.6200	1.309	955,801.88	191,160.38	101,397.32		89,763.06	1166	8,976.31	32,668.84	131,408.21
Dec-00	156,277	6.3200	1.386	1,368,911.51	273,782.30	219,333.00		54,449.30	1135	5,444.93	19,261.63	79,155.86
Jan-01	133,825	9.7900	1.410	1,847,306.92	369,461.38	278,207.94		91,253.44	1107	9,125.34	31,441.19	131,819.97
Feb-01	104,666	6.9400	1.340	973,351.93	194,670.39	138,558.32		56,112.07	1076	5,611.21	18,761.42	80,484.70
Mar-01	99,415	5.0900	1.298	656,817.01	131,363.40	103,541.43		27,821.97	1046	2,782.20	9,028.04	39,632.21
May-01	129,812	4.8860	1.276	809,312.95	161,862.59	154,297.49		7,565.10	985	756.51	2,303.11	10,624.72

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 03/12/04

PENALTY/
INTEREST DATE:
03/26/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Jun-01	275,985	4.8860	1.276	1,720,628.56	344,125.71	141,866.48	202,259.23	954	20,225.92	59,514.09	281,999.24
Jul-01	248,863	3.0571	1.261	959,359.48	191,871.90	87,063.76	104,808.14	923	10,480.81	29,771.25	145,060.20
Sep-01	146,033	3.2249	1.274	600,041.57	120,008.31	118,508.56	1,499.75	862	149.98	395.93	2,045.66
Oct-01	116,090	4.4960	1.000	521,940.64	104,388.13	68,138.70	36,249.43	832	3,624.94	9,212.32	49,086.69
Nov-01	102,804	3.0800	1.289	408,144.22	81,628.84	54,964.30	26,664.54	801	2,666.45	6,504.69	35,835.68
Dec-01	82,637	2.2200	1.322	242,526.37	48,505.27	36,743.28	11,761.99	770	1,176.20	2,749.41	15,687.60
Jan-02	57,527	2.5000	1.384	199,043.42	39,808.68	37,147.50	2,661.18	742	266.12	597.56	3,524.86
Feb-02	56,927	1.9400	1.296	143,128.14	28,625.63	24,381.87	4,243.76	711	424.38	909.68	5,577.82
Mar-02	67,396	2.3100	1.281	199,432.18	39,886.44	39,749.16	137.28	681	25.00	28.07	190.35
Apr-02	67,413	3.3200	1.299	290,730.70	58,146.14	36,542.94	21,603.20	650	2,160.32	4,197.53	27,961.05
May-02	62,415	3.2500	1.296	262,891.98	52,578.40	43,109.73	9,468.67	620	946.87	1,746.39	12,161.93
Jun-02	45,584	3.2600	1.293	192,144.77	38,428.95	28,804.04	9,624.91	589	962.49	1,677.11	12,264.51
Jul-02	63,385	3.1500	1.288	257,165.62	51,433.12	40,091.49	11,341.63	558	1,134.16	1,860.65	14,336.44
Aug-02	52,456	2.8500	1.291	193,003.98	38,600.80	31,470.24	7,130.56	528	713.06	1,099.47	8,943.09
Oct-02	48,033	3.5800	1.300	223,545.58	44,709.12	35,435.23	9,273.89	467	927.39	1,243.97	11,445.25
Nov-02	43,866	4.0500	1.307	232,198.09	46,439.62	18,254.62	28,185.00	436	2,818.50	3,493.40	34,496.90
Dec-02	40,391	4.7600	1.313	252,438.90	50,487.78	37,701.60	12,786.18	405	1,278.62	1,454.47	15,519.27
Jan-03	26,659	3.8498	1.295	132,907.79	26,581.56	22,933.85	3,647.71	377	364.77	381.36	4,393.84
Feb-03	15,418	4.4367	1.287	88,037.19	17,607.44	15,884.24	1,723.20	346	172.32	162.59	2,058.11
Mar-03	50,027	9.6210	1.000	481,309.77	96,261.95	74,612.16	21,649.79	316	2,164.98	1,829.26	25,644.03
Apr-03	52,908	5.3500	1.000	283,057.80	56,611.56	47,321.30	9,290.26	285	929.03	690.28	10,909.57
May-03	43,110	5.4400	1.000	234,518.40	46,903.68	41,208.52	5,695.16	255	569.52	366.99	6,631.67
Jun-03	37,483	4.5589	1.281	218,900.70	43,780.14	39,796.15	3,983.99	224	398.40	216.12	4,598.51
	3,639,848			$19,396,863.88	$3,879,372.81	$2,746,478.42	$1,132,894.39		$113,300.74	$363,043.31	$1,609,238.44

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II - Second Notice

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 03/12/04

PENALTY/
INTEREST DATE:
03/26/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)

COMMENTS:
(A) RRC VOLUME - REPRESENTS TRANSMISSION LINE DISPOSITIONS FOR RRC WELL ID #S 03-21415, 23848 AND 160430
(B) PRICE/BTU - REPRESENTS HIGHEST MCF PRICE REPORTED ON GLO-2 GAS REPORTS.
(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.
* AMOUNT WAS CHANGED FROM $112,344.51 TO $381,779.18. THE $269,434.67 DIFFERENCE IS A MISCODED APACHE TRANSFER, FOUND IN A STATE COMPTROLLER SUSPENSE ACCOUNT, CLAIMED BY THE GLO, AND APPLIED TO APACHE'S ACCOUNT.

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 5, 2003

CERTIFIED MAIL 7003 2260 0003 0394 8542

APACHE CORPORATION
2000 POST OAK STE 100
ATTN COMP ACCTG
HOUSTON TX 77056-4400

RE: Notice of underpayment on State Lease MF-074151

Dear Sir or Madame:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above-referenced lease operated by APACHE CORPORATION. Through this review, it was determined that $2,070,547.47 has been underpaid to the State for the reporting period of September 1998 through June 2003. This amount is comprised of $1,471,050.96 in additional royalty, $147,245.11 in penalty, and $452,251.40 in interest, computed through 12/30/03, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

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

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

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to Texas Natural Resources Code section 52.136. Additionally, this notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Natural Resources Code and, consequently, does not preclude the General Land Office from conducting further examinations of this or other leases operated and/or reported by APACHE CORPORATION, or from examining these or other issues and time periods in a future inspection of your books, accounts, reports, or other records.

If you have any questions, please call me at (512) 936-6928.

Sincerely,

Teresa Telkes, Accounts Examiner
Royalty Management
Energy Resources Division

ATTACHMENT I

REVIEW SUMMARY

State Lease: MF-074151

We have reviewed our records for the period of September 1998 through June 2003, to determine whether or not royalty for oil and gas has been reported and paid correctly with respect to volume and price. Volumes reported to the Texas General Land Office (TGLO) were compared to volumes reported to the Texas Railroad Commission (TRRC) with any differences being noted. We also reviewed the lease agreement to determine if payment for the aforementioned is due.

As a result of this review, it was determined that volumes reported to the GLO do not match those reported to the RRC; that some Working Interest partners sell their gas at the well, while others take their gas in kind; and that several different prices are reported for each product each month. The Operator has failed to supply the State with copies of assignments and/or other documents that would enable us to determine the basis on which A & M royalties are calculated and paid.

Based on the available information, we have concluded that additional royalties are due in the following amounts.

Oil Summary

Royalty	Penalty	Interest	Total
$68,721.90	$7,000.90	$23,109.62	$98,832.42

Gas Summary

Royalty	Penalty	Interest	Total
$1,402,329.06	$140,244.21	$429,141.78	$1,971,715.05

Oil & Gas Summary

Royalty	Penalty	Interest	Total
$1,471,050.96	$147,245.11	$452,251.40	$2,070,547.47

Emailed

Apache CORPORATION

2000 Post Oak, Floor 11
Houston, TX 77056

February 11, 2004

Texas General Land Office
Attn: Ms Teresa Telkes
Stephen F Austin Building
1700 North Congress Ave
Austin, TX 78701-1495

RE: Notice of underpayment on State Lease MF-074151
TAMU RRC L21415 & Reveille RRC L23848 wells

Dear Ms Telkes:

Thank you for your quick response in answering my questions regarding your December 5, 2003 letter on the above referenced lease. We have researched several months and have determined the following:

7/00 Gas- Our records do not agree with the royalty paid amount. We show a payment of $60,293.76 to GLO and $148,934.65 to A&M totaling $209,228.41. The schedule shows $203,445.97.

8/00 Gas –Our records do not agree with the royalty paid amount. The schedule is missing our $269,434.67 payment for the A&M royalties. It is our understanding the GLO has found this payment and will apply it properly.

11/00 Gas- Our records do not agree with the royalty paid amount. We show a payment of $58,238.29 to GLO and $113,072.80 to A&M totaling $171,311.09. The schedule shows $101,397.32.

12/00 Oil- We take exception to the oil price listed on the schedule. We request further research to verify the $37.57 price is not a reporting error by another payor.

We also understand, based on our conversation, that there is an ownership discrepancy between payors. Our records indicate there are working interest owners taking in kind at a well level. We will work with the other owners to resolve this issue. We will be happy to supply the GLO with the necessary well level and ownership data when we reach a resolution.

GLO's schedule is at a GLO lease level. This makes it difficult to track who owes the under payments of royalty. As Operator, we will work to ensure the GLO is paid the correct royalty due. However, it is difficult to make this assessment with the schedule that was provided. The following would be extremely beneficial in determining under/over payment of royalties.

- break down of sales volumes by RRC lease number versus the higher GLO lease level
- break down of volumes paid by each payor
- identify details for all sales months for the 9/98 -6/03 time period, including over payments of royalty

We appreciate your prompt attention in supplying us with a revised schedule. For further questions, you may contact me at 713-296-6845.

Sincerely,

Lynn Honeycutt

Lynn Honeycutt
Staff Accountant, Compliance Accounting

XC: Sandra Leonard
Don Chavoustie

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

December 17, 2003 CERTIFIED MAIL 7003 2260 0003 0394 8580

MS.SANDRA S. LEONARD
APACHE CORPORATION
2000 POST OAK BLVD STE 100
HOUSTON TX 77056-4400

Dear Ms. Leonard:

Apache requested a 60-day extension to review the TGLO Notice of Underpayment on State Lease MF-074151. This is to let you know that we are extending the due date to February 10th, 2004. However, please be aware that Interest will continue to run until the billing is paid.

Sincerely,

Teresa Telkes, Accounts Examiner
Royalty Audit Management
Energy Resources

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

2000 POST OAK BOULEVARD / SUITE 100 / HOUSTON, TEXAS 77056-4400

Apache CORPORATION

WWW.APACHECORP.COM
(713) 296-6000

RECEIVED
2003 DEC 16 AM 10:30
ENERGY RESOURCES

December 11, 2003

Certified Mail 7000 2870 0000 6217 6563

Ms. Teresa Telkes
Texas General Land Office
Royalty Management
1700 North Congress Avenue
Austin, Texas 78701-1495

RE: Notice of Underpayment on State Lease MF-074151
Notice dated December 5, 2003

Dear Ms. Telkes:

Apache received the above notice on December 10, 2003. Due to the number of leases, time period covered by the audit, implementation of our new SAP PRA system and holiday scheduling, we will not be able to respond within the 25 day period requested. We are therefore requesting a 60-day extension from the receipt date of the letter to review your findings. Please notify us of your concurrence of the 60-day extension date of February 10, 2004.

If you have any questions concerning this request, please contact Deidre Carrier at (713) 296-6815 or myself at (713) 296-6689.

Sincerely,

Sandra S. Leonard
Regulatory Audit Coordinator
Apache Corporation

Cc Deidre Carrier
Apache Corporation

Don Chavoustie
Apache Corporation

20.91.31

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 5, 2003

CERTIFIED MAIL 7003 2260 0003 0394 8542

APACHE CORPORATION
2000 POST OAK STE 100
ATTN COMP ACCTG
HOUSTON TX 77056-4400

RE: Notice of underpayment on State Lease MF-074151

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The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

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

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

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

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If you have any questions, please call me at (512) 936-6928.

Sincerely,

Teresa Telkes, Accounts Examiner
Royalty Management
Energy Resources Division

ATTACHMENT I

REVIEW SUMMARY

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As a result of this review, it was determined that volumes reported to the GLO do not match those reported to the RRC; that some Working Interest partners sell their gas at the well, while others take their gas in kind; and that several different prices are reported for each product each month. The Operator has failed to supply the State with copies of assignments and/or other documents that would enable us to determine the basis on which A & M royalties are calculated and paid.

Based on the available information, we have concluded that additional royalties are due in the following amounts.

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Royalty	Penalty	Interest	Total
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Gas Summary

Royalty	Penalty	Interest	Total
$1,402,329.06	$140,244.21	$429,141.78	$1,971,715.05

Oil & Gas Summary

Royalty	Penalty	Interest	Total
$1,471,050.96	$147,245.11	$452,251.40	$2,070,547.47

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 12/05/03

PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
May-01	129,812	4.8860	1.276	809,312.95	161,862.59	154,297.49	7,565.10	898	756.51	2,086.72	10,408.33
Jun-01	275,985	4.8860	1.276	1,720,628.56	344,125.71	141,866.48	202,259.23	867	20,225.92	53,728.92	276,214.07
Jul-01	248,863	3.0571	1.261	959,359.48	191,871.90	87,063.76	104,808.14	836	10,480.81	26,773.45	142,062.40
Sep-01	146,033	3.2249	1.274	600,041.57	120,008.31	118,508.56	1,499.75	775	149.98	353.04	2,002.77
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Nov-01	102,804	3.0800	1.289	408,144.22	81,628.84	54,964.30	26,664.54	714	2,666.45	5,742.01	35,073.00
Dec-01	82,637	2.2200	1.322	242,526.37	48,505.27	36,743.28	11,761.99	683	1,176.20	2,412.98	15,351.17
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Apr-02	67,413	3.3200	1.299	290,730.70	58,146.14	36,542.94	21,603.20	563	2,160.32	3,579.62	27,343.14
May-02	62,415	3.2500	1.296	262,891.98	52,578.40	43,109.73	9,468.67	533	946.87	1,475.56	11,891.10
Jun-02	45,584	3.2600	1.293	192,144.77	38,428.95	28,804.04	9,624.91	502	962.49	1,401.81	11,989.21
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	3,639,848			$19,396,863.88	$3,879,372.81	$2,477,043.75	$1,402,329.06		$140,244.21	$429,141.78	$1,971,715.05

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 12/05/03

PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Sep-98	22,617	1.4040	1.373	43,598.61	8,719.72	3,683.01	5,036.71	1871	503.67	3,000.50	8,540.88
Oct-98	19,718	1.4040	1.373	38,010.23	7,602.05	5,728.65	1,873.40	1841	187.34	1,097.56	3,158.30
Nov-98	12,979	1.7010	1.352	29,848.48	5,969.70	4,274.23	1,695.47	1810	169.55	976.03	2,841.05
Dec-98	14,988	1.7010	1.860	47,419.93	9,483.99	3,508.58	5,975.41	1779	597.54	3,378.97	9,951.92
Jan-99	17,315	1.6340	1.304	36,893.69	7,378.74	3,352.82	4,025.92	1751	402.59	2,239.51	6,668.02
Feb-99	14,188	1.6340	1.304	30,230.88	6,046.18	3,494.67	2,551.51	1720	255.15	1,393.33	4,199.99
Mar-99	14,532	1.5120	1.329	29,201.30	5,840.26	421.42	5,418.84	1690	541.88	2,905.69	8,866.41
Apr-99	18,829	1.5120	1.329	37,835.90	7,567.18	212.38	7,354.80	1659	735.48	3,868.83	11,959.11
May-99	17,359	2.0250	1.351	47,480.79	9,496.16	460.89	9,035.27	1629	903.53	4,663.68	14,602.48
Jun-99	16,996	1.9174	1.369	44,621.03	8,924.21	62.05	8,862.16	1598	886.22	4,484.01	14,232.39
Jul-99	16,313	1.9710	1.365	43,876.55	8,775.31	311.15	8,464.16	1567	846.42	4,196.37	13,506.95
Aug-99	14,630	1.9710	1.365	39,349.84	7,869.97	392.39	7,477.58	1537	747.76	3,633.49	11,858.83
Sep-99	12,743	2.5290	1.364	43,956.53	8,791.31	282.57	8,508.74	1506	850.87	4,047.83	13,407.44
Oct-99	13,176	2.5290	1.364	45,450.15	9,090.03	463.44	8,626.59	1476	862.66	4,018.81	13,508.06
Nov-99	12,751	2.1955	1.409	39,444.83	7,888.97	776.31	7,112.66	1445	711.27	3,241.03	11,064.96
Dec-99	13,077	2.1960	1.364	39,177.38	7,835.48	560.42	7,275.06	1414	727.51	3,240.89	11,243.46
Jan-00	13,195	1.8090	1.369	32,683.21	6,536.64	608.04	5,928.60	1385	592.86	2,584.54	9,106.00
Mar-00	10,972	2.2500	1.368	33,763.10	6,752.62	4,633.86	2,118.76	1324	211.88	881.17	3,211.81
Apr-00	11,290	2.8160	1.267	40,281.27	8,056.25	7,137.95	918.30	1293	91.83	372.55	1,382.68
May-00	68,347	2.6820	1.364	250,092.78	50,018.56	3,823.22	46,195.34	1263	4,619.53	18,285.76	69,100.63
Jul-00	275,469	3.8520	1.364	1,447,435.34	289,487.07	203,445.97	86,041.10	1201	8,604.11	32,304.31	126,949.52
Aug-00	422,912	3.4600	1.372	2,007,614.01	401,522.80	112,344.51	289,178.29	1171	28,917.83	105,720.41	423,816.53
Nov-00	158,047	4.6200	1.309	955,801.88	191,160.38	101,397.32	89,763.06	1079	8,976.31	30,101.37	128,840.74
Dec-00	156,277	6.3200	1.386	1,368,911.51	273,782.30	219,333.00	54,449.30	1048	5,444.93	17,704.23	77,598.46
Jan-01	133,825	9.7900	1.410	1,847,306.92	369,461.38	278,207.94	91,253.44	1020	9,125.34	28,831.09	129,209.87
Feb-01	104,666	6.9400	1.340	973,351.93	194,670.39	138,558.32	56,112.07	989	5,611.21	17,156.46	78,879.74
Mar-01	99,415	5.0900	1.298	656,817.01	131,363.40	103,541.43	27,821.97	959	2,782.20	8,232.25	38,836.42

APACHE CORP
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
FILE NAME: 074151.xls
DATE: 12/05/03

PENALTY/
INTEREST DATE:
12/30/03

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
MONTH/ YEAR	RRC VOLUME (A)	PRICE (B)	BTU (B)	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5)-(6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)

COMMENTS:
(A) RRC VOLUME - REPRESENTS TRANSMISSION LINE DISPOSITIONS FOR RRC WELL ID #S 03-21415, 23848 AND 160430
(B) PRICE/BTU - REPRESENTS HIGHEST MCF PRICE REPORTED ON GLO-2 GAS REPORTS.
(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
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PENALTY/
INTEREST DATE: 12/30/03

OIL	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Sep-98	1,309	1,101	208	13.790	18,051.11	3,610.22	2,958.76	651.46	1881	65.15	390.23	1,106.84
Oct-98	1,292	1,099	193	13.410	17,325.72	3,465.14	2,895.28	569.86	1851	56.99	335.73	962.58
Nov-98	2,523	2,522	1	13.080	33,000.84	6,600.17	5,872.41	727.76	1820	72.78	421.34	1,221.88
Dec-98	1,235	1,221	14	11.760	14,523.60	2,904.72	2,416.13	488.59	1789	48.86	277.89	815.34
Feb-99	1,932	993	939	11.010	21,271.32	4,254.26	2,102.84	2,151.42	1730	215.14	1,181.93	3,548.49
Mar-99	1,116	929	187	13.540	15,110.64	3,022.13	2,477.86	544.27	1700	54.43	293.64	892.34
Apr-99	2,346	0	2,346	16.240	38,099.04	7,619.81	6,363.34	1,256.47	1669	125.65	665.07	2,047.19
May-99	1,269	1,061	208	16.810	21,331.89	4,266.38	3,506.70	759.68	1639	75.97	394.62	1,230.27
Jun-99	1,450	0	1,450	16.940	24,563.00	4,912.60	4,182.20	730.40	1608	73.04	371.96	1,175.40
Jul-99	1,652	1,643	9	19.570	32,329.64	6,465.93	6,193.02	272.91	1577	27.29	136.20	436.40
Aug-99	1,109	0	1,109	20.640	22,889.76	4,577.95	4,441.78	136.17	1547	25.00	66.62	227.79
Sep-99	1,668	1,486	182	23.320	38,897.76	7,779.55	6,696.78	1,082.77	1516	108.28	518.66	1,709.71
Oct-99	933	934	-1	22.460	20,955.18	4,191.04	4,017.49	173.55	1486	25.00	81.42	279.97
Nov-99	1,246	1,120	126	24.230	30,190.58	6,038.12	5,225.47	812.65	1455	81.27	372.97	1,266.89
Dec-99	1,196	1,196	0	26.020	31,119.92	6,223.98	6,028.99	194.99	1424	25.00	87.51	307.50
Jan-00	1,278	1,277	1	28.030	35,822.34	7,164.47	6,613.71	550.76	1395	55.08	241.91	847.75
Apr-00	1,626	1,706	-80	29.040	47,219.04	9,443.81	8,486.93	956.88	1303	95.69	391.35	1,443.92
May-00	6,425	6,405	20	29.040	186,582.00	37,316.40	35,431.05	1,885.35	1273	188.54	752.49	2,826.38
Jun-00	17,531	17,531	0	31.460	551,525.26	110,305.05	106,348.46	3,956.59	1242	395.66	1,538.84	5,891.09
Jul-00	24,254	24,183	71	30.550	740,959.70	148,191.94	144,384.56	3,807.38	1211	380.74	1,442.01	5,630.13
Aug-00	29,149	28,965	184	31.260	911,197.74	182,239.55	177,172.88	5,066.67	1181	506.67	1,868.98	7,442.32
Sep-00	16,408	16,409	-1	33.390	547,863.12	109,572.62	108,529.38	1,043.24	1150	104.32	374.19	1,521.75
Oct-00	11,382	11,382	0	33.090	376,630.38	75,326.08	74,321.52	1,004.56	1120	100.46	350.41	1,455.43
Nov-00	10,687	2,940	7,747	34.320	366,777.84	73,355.57	73,073.12	282.45	1089	28.25	95.65	406.35
Dec-00	9,721	9,721	0	37.570	365,217.97	73,043.59	54,981.79	18,061.80	1058	1,806.18	5,932.19	25,800.17
Jan-01	5,973	9,062	-3,089	29.740	177,637.02	35,527.40	34,463.81	1,063.59	1030	106.36	339.53	1,509.48
Feb-01	4,870	1,777	3,093	30.350	147,804.50	29,560.90	28,966.23	594.67	999	59.47	183.78	837.92
Mar-01	4,675	4,682	-7	27.040	126,412.00	25,282.40	24,799.85	482.55	969	48.26	144.37	675.18

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 12/05/03

PENALTY/
INTEREST DATE: 12/30/03

OIL

MONTH/ YEAR	(1) RRC VOLUME (A)	(2) GLO-2 VOLUME (D)	(3) DIFFX (1)-(2)	(4) PRICE (B)	(5) GROSS VALUE (1)X(4)	(6) ROYALTY DUE (5)X(.2)	(7) ROYALTY PAID	(8) ADDITIONAL ROYALTY DUE (6)-(7)	(9) DAYS LATE	(10) PENALTY DUE (C)	(11) INTEREST DUE (C)	(12) TOTAL DUE (8)+(10)+(11)
Apr-01	5,023	5,022	1	27.270	136,977.21	27,395.44	26,213.30	1,182.14	938	118.21	341.62	1,641.97
May-01	6,785	6,603	182	28.330	192,219.05	38,443.81	35,454.63	2,989.18	908	298.92	834.35	4,122.45
Jun-01	14,539	14,562	-23	27.230	395,896.97	79,179.39	75,285.38	3,894.01	877	389.40	1,047.22	5,330.63
Jul-01	10,688	10,687	1	25.750	275,216.00	55,043.20	53,789.21	1,253.99	846	125.40	324.46	1,703.85
Aug-01	7,186	7,179	7	26.730	192,081.78	38,416.36	37,801.89	614.47	816	61.45	152.93	828.85
Sep-01	4,554	4,409	145	26.540	120,863.16	24,172.63	23,047.59	1,125.04	785	112.50	268.53	1,506.07
Oct-01	4,725	4,723	2	21.520	101,682.00	20,336.40	19,627.76	708.64	755	70.86	162.15	941.65
Nov-01	3,296	3,296	0	18.950	62,459.20	12,491.84	11,945.30	546.54	724	54.65	119.49	720.68
Dec-01	3,414	3,414	0	18.700	63,841.80	12,768.36	12,279.83	488.53	693	48.85	101.83	639.21
Jan-02	2,028	2,025	3	18.560	37,639.68	7,527.94	7,355.55	172.39	665	25.00	34.35	231.74
Feb-02	1,896	1,896	0	19.600	37,161.60	7,432.32	7,281.05	151.27	634	25.00	28.60	204.87
Mar-02	2,864	2,864	0	23.430	67,103.52	13,420.70	13,192.60	228.10	604	25.00	40.87	293.97
Apr-02	3,300	3,300	0	25.090	82,797.00	16,559.40	16,310.40	249.00	573	25.00	42.08	316.08
May-02	2,367	2,367	0	26.140	61,873.38	12,374.68	12,190.18	184.50	543	25.00	29.36	238.86
Jun-02	1,597	1,597	0	25.690	41,026.93	8,205.39	8,052.50	152.89	512	25.00	22.77	200.66
Jul-02	2,531	2,531	0	26.140	66,160.34	13,232.07	12,959.39	272.68	481	27.27	37.83	337.78
Aug-02	1,974	1,974	0	27.530	54,344.22	10,868.84	10,712.65	156.19	451	25.00	20.13	201.32
Oct-02	2,340	2,340	0	28.140	65,847.60	13,169.52	12,987.23	182.29	390	25.00	19.84	227.13
Nov-02	2,008	2,008	0	25.720	51,645.76	10,329.15	10,162.50	166.65	359	25.00	16.44	208.09
Dec-02	1,814	1,814	0	29.380	53,295.32	10,659.06	10,513.92	145.14	328	25.00	12.84	182.98
Jan-03	1,323	1,323	0	32.240	42,653.52	8,530.70	8,423.64	107.06	300	25.00	8.48	140.54
Feb-03	786	786	0	36.020	28,311.72	5,662.34	5,599.22	63.12	269	25.00	4.36	92.48
Mar-03	2,774	2,774	0	35.600	98,754.40	19,750.88	18,523.92	1,226.96	239	122.70	72.61	1,422.27
Apr-03	2,416	2,416	0	31.000	74,896.00	14,979.20	14,022.06	957.14	208	95.71	46.89	1,099.74
May-03	2,325	2,325	0	29.670	68,982.75	13,796.55	13,343.81	452.74	178	45.27	17.71	515.72
Jun-03	1,407	1,407	0	36.000	50,652.00	10,130.40	8,388.60	1,741.80	147	174.18	50.39	1,966.37
					$7,485,691.82	$1,497,138.35	$1,428,416.45	$68,721.90		$7,000.90	$23,109.62	$98,832.42

APACHE CORPORATION
STATE LEASE MF-074151
REVEILLE AND TAMU LEASES
GIDDINGS (BUDA AND AUSTIN CHALK-3)
BURLESON COUNTY TEXAS
RRC WELLS #03-21415, 23848, 160430
STATE ROYALTY DECIMAL .2

ATTACHMENT II

AUDITOR: TMT
FILE NAME: 074151.XLS
DATE: 12/05/03

PENALTY/
INTEREST DATE: 12/30/03

OIL

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	GLO-2 VOLUME (D)	DIFFX (1)-(2)	PRICE (B)	GROSS VALUE (1)X(4)	ROYALTY DUE (5)X(.2)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)

COMMENTS:

(A) RRC VOLUME - REPRESENTS DISPOSITIONS FROM RRC WELL ID #S 03-21415, 23848 AND 160430

(B) PRICE - IS HIGHEST POSTED MARKET PRICE FOR BURLESON COUNTY

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

(D) REPORTED VOLUMES ARE SHOWN FYI ONLY. THEY ARE NOT USED IN CALCULATIONS.

ATTACHMENT III

SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES FOR DELINQUENT ROYALTIES AND DELINQUENT REQUIRED REPORTS OR DOCUMENTS

	DUE BEFORE 10-1-75 (Production Prior to 8-1-75)	DUE AFTER 10-1-75 AND BEFORE 9-1-85 (Production 8-1-75 thru 6-30-85)	DUE AFTER 9-1-85 (Production 7-1-85 Forward)
PENALTY (3)			
• For delinquent royalty	NONE	The greater of 1% of the delinquent amount or $5.00 for each 30-day delinquency	For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or $25.00 For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or $25.00
• For delinquent report, affidavit, or other document	NONE	$5.00 per document for each 30-day period of delinquency	$10.00 per document for each 30-day period of delinquency
INTEREST			
• For delinquent royalty	6% per year, simple interest; accrual begins 30 days after due date (1)	6% per year, simple interest; accrual begins 30 days after due date (1)	12% per year, simple; accrual begins 60 days after due date (2)

(1) Tex. Rev. Civ. Stat. Ann., Article 5069-1.03 and related case law.

(2) Tex. Nat. Res. Code Ann. § 52.131 (g).

(3) Penalties are not assessed in cases of title dispute as to the state's portion of the royalty or to royalty in dispute as to fair market value except when fraud is involved, in which case the fraud penalty is applicable. Penalty provisions are found at Tex. Nat. Res. Code Ann. § 52.131 (e), (f), & (h).

A royalty payment that is not accompanied by the required royalty affidavit identifying the GLO lease number is delinquent.

The State's power to forfeit a lease shall not be affected by the assessment or payment of any delinquency, penalty, or interest.

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File No. MF 074151
BILLINGS

Date Filed: 10-06-04
Jerry E. Patterson, Commissioner
By TERESA TELKES

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

M-074151
see 2nd page

October 24, 2007

Carol Terrett
EnerVest Management Partners, Ltd.
1001 Fannin Street, Suite.
Houston, TX 77002-6707

RE: GLO Assignment ID # 6181

Dear Ms. Terrett,

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

> Assignment and Bill of Sale, executed June 27th, 2007, from Anadarko E&P Co., LP and Kerr-McGee Oil & Gas Onshore, LP as Assignors, to EnerVest Institutional Fund (s), EnerVest Wacovia Co-Investment Partnerships, LP and EV Properties, LP as Assignee. Recorded in Brazos, Burleson and Fayette Counties.

Filing fees of $25.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd

Beverly Boyd
Mineral Leasing
Energy Resources
512-463-6521

Exhibit "A"

GLO ID	*County*	*Lease*
6181	*Burleson*	MF074151
6181	*Fayette*	MF095766
6181	*Brazos*	MF096278
6181	*Brazos*	MF096279
6181	*Brazos*	MF096280
6181	*Brazos*	MF101546

ENERVEST

September 20, 2007

BEVERLY BOYD
PROGRAM SPECIALIST
STATE OF TEXAS
GENERAL LAND OFFICE
PO BOX 12873
AUSTIN, TEXAS 78711-2873

Re: Notice of Assignment
Texas A&M University System Leases
Brazos, Burleson and Fayette Counties, Texas

Dear Ms. Boyd:

In accordance with the provisions of the oil, gas and mineral leases described on the attached spreadsheet, we are notifying you of assignment of such leases from Anadarko E&P Company LP and Kerr-McGee Oil & Gas Onshore LP, collectively as Grantor, to EnerVest Energy Institutional Fund X-A, L.P., EnerVest Energy Institutional Fund X-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., and EV Properties, L.P., collectively as Grantee.

Enclosed for your file and information is a copy of Assignment and Bill of Sale executed June 27, 2007, but effective April 1, 2007, along with portions of Exhibit A describing the leases. Please be advised of the following recordation information:

County	Document	Book	Page
Brazos	967523	8066	189
Burleson	2860	720	705
Fayette	587858	1402	224

EnerVest Management Partners, Ltd. (now EnerVest, Ltd.) is the General Partner of the Grantee. If you have any questions or concerns, please do not hesitate to contact me at 713-495-5316.

Very truly yours,

EnerVest Management Partners, Ltd.

Carol Terrett
Senior Lease Analyst
Enclosures

ENERVEST MANAGEMENT PARTNERS, LTD.
1001 FANNIN STREET, SUITE 800 • HOUSTON, TEXAS 77002-6707 • 713.659.3500 • FAX 713.659.3556

6181

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Conveyance") from **Anadarko E&P Company LP**, a Delaware limited partnership, and **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited partnership, each having an address of 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (hereafter collectively called "Grantor"), to **EnerVest Energy Institutional Fund X-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund X-WI, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-A, L.P.**, a Delaware limited partnership, **EnerVest Energy Institutional Fund XI-WI, L.P.**, a Delaware limited partnership, **EnerVest Wachovia Co-Investment Partnership, L.P.**, a Delaware limited partnership, and **EV Properties, L.P.**, a Delaware limited partnership, each having an address of 1001 Fannin, Suite 800, Houston, Texas 77002 (hereafter collectively called "Grantee"), is executed this 27th day of June, 2007, but effective as of 7:00 a.m., local time, where the Assets are located, on the 1st day of April, 2007 ("Effective Time").

Reference is made to the Purchase and Sale Agreement more particularly described in **Section 4.2** of this Conveyance. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement.

ARTICLE 1
Conveyance of Oil and Gas Interests

Section 1.1. Conveyance: Grantor, for good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys unto each Grantee, in the respective undivided interests set forth on **Schedule 1.1** attached hereto (each Grantee's undivided interest in the Assets called such Grantee's "Grantee Share"), all of Grantor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, excepting the Excluded Assets (collectively the "Assets"):

(a) All of the oil and gas leases; subleases and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on **Exhibit A** attached hereto, subject to such depth limitations and other restrictions as may be set forth on **Exhibit A** (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Grantor has in and to the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands");

(b) All oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily abandoned, including the interests in the wells shown on **Exhibit A-1** attached hereto (the "Wells");

(c) All leasehold interest of Grantor in or to any currently existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on **Exhibit A-1** (the "Units"; the Units, together with the Leases, Lands and Wells, being hereinafter referred to as the "Properties"), and including all leasehold interest of Grantor in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

(d) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent applicable to the Properties rather than Grantor's other properties, including but not limited to, operating

20.21.01

agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the production of Hydrocarbons produced in association therewith from the Properties, including those identified on **Schedule 1.2(d)** to the Purchase and Sale Agreement (hereinafter collectively referred to as "Contracts"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement and provided that "Contracts" shall not include the instruments constituting the Leases;

(e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights ("Surface Contracts") appurtenant to, and used or held for use primarily in connection with the Properties (including those identified on **Exhibit B** attached hereto), but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement;

(f) All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties, including those identified on **Exhibit A-2** to the Purchase and Sale Agreement ("Equipment");

(g) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, primarily in connection with the operation of the Properties, including those identified on **Schedule 1.2(g)** to the Purchase and Sale Agreement ("Pipelines");

(h) All Hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time, together with Imbalances associated with the Properties;

(i) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; non-confidential logs; maps; engineering data and reports; and other books, records, data, files, and accounting records, in each case to the extent related primarily to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to **Section 7.8** to the Purchase and Sale Agreement, (ii) attorney-client privileged communications and work product of Grantor's legal counsel (other than title opinions), (iii) reserve studies and evaluations, and (iv) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "Records"); and

(j) Any solely-owned proprietary seismic data related to the Properties and, to the extent disclosure or transfer is not restricted by third-party agreement or applicable Law, any jointly-owned proprietary seismic data related to the Properties (provided, Grantee shall assume, discharge and be liable for any obligation owed by Grantor under the terms of the agreement covering such jointly-owned seismic data in connection with the transfer thereof).

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Section 1.2. Excluded Assets: Excepting and reserving to Grantor the following:

(a) all corporate, financial, income and franchise tax and legal records of Grantor that relate to Grantor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Grantor pursuant to **Section 1.1(i)** above and copies of any other Records retained by Grantor pursuant to **Section 1.5** to the Purchase and Sale Agreement;

(b) all non-proprietary geological and geophysical data (including all non-proprietary seismic data, including reprocessed data) and, to the extent not expressly included in **Section 1.1(i)** above, all logs, interpretive data, technical evaluations, technical outputs, reserve estimates and economic estimates;

(c) all rights to any refund of Taxes or other costs or expenses borne by Grantor or Grantor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Grantor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Grantor's business generally;

(e) those items listed in **Exibit C** attached hereto;

(f) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(g) all right, title and interest of Grantor in and to vehicles or vessels used in connection with the Assets;

(h) all rights, titles, claims and interests of Grantor or any Affiliate of Grantor (i) to or under any policy or agreement of insurance or any insurance proceeds; except to the extent provided in **Section 3.5** to the Purchase and Sale Agreement, and (ii) to or under any bond or bond proceeds;

(i) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor; and

(j) a nonexclusive right to freely use any seismic data, logs, maps, engineering data and reports, reserve studies and evaluations, and other data and information being transferred as a part of the Assets; provided, however, that Grantor shall not assign its right hereunder to any third party.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, subject, however, to the terms and conditions of this Conveyance.

ARTICLE 2
Limited Warranty and Disclaimers

Special Limited Warranty: As of the Effective Time, Grantor warrants to Grantee that it has Defensible Title to the Units and Wells shown on **Exhibit A-1** against all persons claiming

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or to claim the same or any part thereof by, through or under Grantor or its Affiliates, but not otherwise, subject to the Permitted Encumbrances.

Grantor makes no, and expressly disclaims any, other warranty of title to the Assets. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's predecessors (other than Affiliates of Grantor), to the extent Grantor may legally transfer such rights.

Grantee shall not be entitled to protection under the special limited warranty of title provided herein against any Title Defect reported by Grantee under **Article 3** to the Purchase and Sale Agreement and/or any Title Defect disclosed or known by Grantee prior to the Title Claim Date.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF GRANTOR OR ANY OF ITS AFFILIATES).

EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 5 TO THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF GRANTOR DELIVERED PURSUANT TO SECTION 9.2(c) THERETO, OR IN THIS CONVEYANCE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO GRANTEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT GRANTEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND

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STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

GRANTOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND GRANTEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

ARTICLE 3
Assumption of Obligations

Section 3.1. Assumed Grantor Obligations: Effective on the date of this Conveyance, Grantee assumes and agrees to fulfill, perform, pay and discharge the Assumed Seller Obligations.

Section 3.2. Subject to Leases and Contracts: Grantee is taking the Assets subject to the terms of, among others, those Leases and Contracts identified in the Purchase and Sale Agreement and conveyed hereby, to the extent those Leases and Contracts are valid, binding and enforceable on the date of this Conveyance, and hereby assumes and agrees to fulfill, perform, pay and discharge Grantor's obligations under such Leases and Contracts from and after the date of this Conveyance.

Section 3.3. NORM, Wastes and Other Substances: Grantee acknowledges that the Assets have been used for exploration, development, and production Hydrocarbons and that there may be petroleum, produced water, wastes, or other substances or materials located in, on or under the Properties or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, hazardous substances, or NORM. NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms. The wells, materials, and equipment located on the Properties or included in the Assets may contain NORM and other wastes or hazardous substances. NORM containing material and/or other wastes or hazardous substances may have come in contact with various environmental media, including without limitation, water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation, or disposal of environmental media, wastes, asbestos, hazardous substances, and NORM from the Assets.

ARTICLE 4
Miscellaneous

Section 4.1. Further Assurances: After Closing, without further consideration, Grantor and Grantee each agrees to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other party for carrying out the purposes of this Conveyance or of any document delivered pursuant to this Conveyance.

Section 4.2. Conveyance Subject to Purchase and Sale Agreement: This Conveyance is expressly subject to the terms and conditions of that certain Purchase and Sale Agreement by and among Grantor and EnerVest Energy Institutional Fund X-A, L.P., EnerVest Energy Institutional Fund X-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., EnerVest Management Partners, Ltd. ("EnerVest Partners"), Wachovia Investment Holdings, LLC ("Wachovia") and EV Properties, L.P. (as subsequently assigned with respect to the interest of each of EnerVest Partners and Wachovia in the Purchase and Sale Agreement to EnerVest Wachovia Co-Investment Partnership, L.P.) dated April 13, 2007 (as amended, the "Purchase and Sale Agreement"). If there is a conflict between the terms of this Conveyance and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

Section 4.3. Successors and Assigns: This Conveyance shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.4. Titles and Captions: All article or section titles or captions in this Conveyance are for convenience only, shall not be deemed part of this Conveyance and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Conveyance, references to "Articles" and "Sections" are to Articles and Sections of this Conveyance, and references to "Exhibits" are to Exhibits attached to this Conveyance, which are made parts hereof for all purposes.

Section 4.5. Filings. As a matter of convenience and not as a limitation to the Assets transferred by this Conveyance, the parties hereto may file counterparts of this Conveyance that only include the descriptions of those Assets that are located in the jurisdiction where such Conveyance is filed. A fully-executed original of this Conveyance (including the descriptions of all Assets transferred by this Conveyance) shall be maintained at the offices of Grantee.

Section 4.6. Government Assignments. Separate assignments may be executed on forms approved by Governmental Bodies in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain the special warranty of title of Grantor and all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully and only to the extent as though they were set forth in each such separate assignment. In the event of any conflict between the terms of this Conveyance and such other assignments, the terms of this Conveyance shall govern and control.

Section 4.7. Governing Law: This Conveyance and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations.

Section 4.8. Several Liability: Notwithstanding anything to the contrary contained elsewhere in this Conveyance, with respect to all of Grantee's covenants contained in this Conveyance, each Grantee shall be severally, but not jointly, obligated to Grantor (and with respect to Grantee's covenants contained this Conveyance relating specifically to the Assets, as to such Grantee's Grantee Share only).

Section 4.9 Counterparts: This Conveyance may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[SIGNATURE PAGE FOLLOWS]

20.21.01

EXECUTED on the date first written above.

Grantor:

ANADARKO E&P COMPANY LP

By: _____
Albert L. Richey
Vice President, Corporate Development

KERR-McGEE OIL & GAS ONSHORE LP

By: _____
Albert L. Richey
Vice President

Grantee:

ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.

By: EnerVest Management Partners, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.

By: EnerVest Management Partners, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.

By: EnerVest Management Partners, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.

By: EnerVest Management Partners, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P.

By: EnerVest Management Partners, Ltd., its General Partner

By: EnerVest Management GP, L.C., its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

EV PROPERTIES, L.P.,

By: EV Properties GP, LLC,
its General Partner

By: EV Energy Partners, L.P.,
its Sole Member

By: EV Energy GP, L.P.,
its General Partner

By: EnerVest Management, LLC,
its General Partner

By: _____
John B. Walker
President and Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Albert L. Richey, Vice President, Corporate Development, of **ANADARKO E&P COMPANY LP**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Albert L. Richey, Vice President of **KERR-McGEE OIL & GAS ONSHORE LP**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

20.27.01

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

20.27.07

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)



Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

20.27.07

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management GP, L.C., acting in its capacity as general partner of EnerVest Management Partners, Ltd., general partner of **ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)

MICHAEL W. MORGAN
Notary Public, State of Texas
My Commission Expires 09-22-2009

Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by John B. Walker, President and Chief Executive Officer of EnerVest Management, LLC, general partner of EV Energy GP, L.P., general partner of EV Energy Partners, L.P., the sole member of EV Properties GP, LLC, general partner of **EV PROPERTIES, L.P.**, a Delaware limited partnership, on behalf of the partnership this 27th day of June, 2007.

Witness my hand and official seal.

(SEAL)

MICHAEL W. MORGAN
Notary Public, State of Texas
My Commission Expires 09-22-2009

Michael W. Morgan
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My commission expires: _____

20070701

SCHEDULE "1.1"

Attached to and made a part of
Assignment and Bill of Sale between
ANADARKO E&P COMPANY LP and
KERR-McGEE OIL & GAS ONSHORE LP, as Grantor,
and
ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P.,
ENERVEST ENERGY INSTITUTIONAL FUND XI-WI, L.P.,
ENERVEST WACHOVIA CO-INVESTMENT PARTNERSHIP, L.P., and
EV PROPERTIES, L.P., as Grantee,
effective April 1, 2007.

GRANTEE SHARE

EnerVest Energy Institutional Fund X-A, L.P.	4.7700%
EnerVest Energy Institutional Fund X-WI, L.P.	7.2300%
EnerVest Energy Institutional Fund XI-A, L.P.	35.3770%
EnerVest Energy Institutional Fund XI-WI, L.P.	15.9570%
EnerVest Wachovia Co-Investment Partnership, L.P.	23.3330%
EV Properties, L.P.	13.3330%

NOTICE OF ASSIGNMENT

ANADARKO E& P COMPANY LP, and KERR-McGEE OIL & GAS ONSHORE LP, as Grantor, ENERVEST ENERGY INSTITUTIONAL FUND X-A, L.P., ENERVEST ENERGY INSTITUTIONAL FUND X-WI, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XI-A, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XI-W, L.P., ENVERVEST MANAGEMENT PARTNERS, LTD, WACHOVIA INVESTMENT HOLDINGS, LLC, and EV PROPTERTIES, L.P., as Grantee

DATED JUNE 27, 2007, EFFECTIVE APRIL 1, 2007

LEASE#	LESSOR	LESSEE	LEASE DATE	ST	CO	BOOK	PAGE
TX-000046599/008	TEXAS A&M UNIVERSITY DEVELOPMENT FOUNDATION AMENDMENT (LEGAL DESCRIPTION) RECORDED BOOK 2586, PAGE 264 **62 ACRES, AMENDED TO 73.66 ACRES, OUT OF E. M. MCMILLAN SVY A-40**	UNION PACIFIC RESOURCES COMPANY No Lease *	04/20/95	TX	BRAZOS	2358	1
TX-000071541/008	TEXAS A&M UNIVERSITY **EASTERWOOD AIRPORT TRACT** 2157.25 ACRES OUT OF J. HERRALD A-139, SAMUEL MCGOWAN A-156, J. H. JONES SVY A-148, STERLING MCGRAW SVY A-159 AND STEPHEN JONES SVY A-27	UNION PACIFIC RESOURCES COMPANY	12/09/94	TX	BRAZOS MF096280	2260	318
TX-000072243	TEXAS A&M UNIVERSITY **NORTH OF FM-60 TRACT** 506.08 ACRES OUT OF J. E. SCOTT SVY A-50	UNION PACIFIC RESOURCES COMPANY	12/09/94	TX	BRAZOS MF096279	2260	292
TX-000072245	TEXAS A&M UNIVERSITY **WEST CAMPUS TRACT** 1083.70 ACRES OUT OF J. E. SCOTT SVY A-50	UNION PACIFIC RESOURCES COMPANY	12/09/94	TX	BRAZOS MF096278	2260	266
TX-000098382	TEXAS A&M UNIVERSITY 580.13 ACRES OUT OF STEPHEN JONES LGE A-26	RME PETROLEUM COMPANY	04/12/01	TX	BRAZOS MF101546	4122	116
TX-000070320	TEXAS A&M UNIVERSITY SYSTEM 3,192.06 ACRES OUT OF JOHN P. COLES SVY A-12	SKELLY OIL COMPANY	01/15/77	TX	BURLESON MF074151	20	52
TX-000078749	THE TEXAS A&M UNIVERSITY SYSTEM ORIGINALLY RECORDED IN BOOK 376, PAGE 385 3.30 ACRES OUT OF JOHN EBLIN LGE A-42	WEBER ENERGY CORPORATION	02/16/94	TX	FAYETTE MF095766	958	279



File Number		Lessor/Grantor	Lessee/Grantee	Lse Date	State	County	Book	Page	Reception Number
TX-000079200	008	ROBERT M SAUNDERS ET UX	WEBER ENERGY CORPORATION	03/12/93	TX	FAYETTE	350	177	
TX-000079179	014	ROBERT M SAUNDERS ET UX	WEBER ENERGY CORPORATION	03/12/93	TX	FAYETTE	350	171	
TX-000079209		WILLIE B GRIMES ET VIR	WEBER ENERGY CORPORATION	11/01/93	TX	FAYETTE	375	377	
TX-000079208		L A CONNER ET AL	WEBER ENERGY CORPORATION	05/24/93	TX	FAYETTE	359	793	
TX-000079210		MID-STATE HOMES INC	WEBER ENERGY CORPORATION	02/24/93	TX	FAYETTE	364	176	
TX-000078960	005	JOANN ROBERTSON WARNKEN	WEBER ENERGY CORPORATION	08/03/92	TX	FAYETTE	337	457	8063
TX-000078960	006	MILDRED SCHUBERT	WEBER ENERGY CORPORATION	07/05/92	TX	FAYETTE	334	744	6865
TX-000078960	007	MARY SRVCEK	WEBER ENERGY CORPORATION	07/05/92	TX	FAYETTE	334	734	6863
TX-000078960	008	ROSE MARIE JANEK	WEBER ENERGY CORPORATION	07/05/92	TX	FAYETTE	334	102	7464
TX-000078960	009	ELIZABETH GLORIA KOLEK	WEBER ENERGY CORPORATION	07/05/92	TX	FAYETTE	336	164	7480
TX-000078960	010	FRANCES BENARDIC	WEBER ENERGY CORPORATION	07/05/92	TX	FAYETTE	336	156	7477
TX-000080015		LESTER W GOEHRING	HARVEY W MEINERS	07/06/84	TX	FAYETTE	221	194	
TX-000080016		CLARA MAE PHILLIPS	HARVEY W MEINERS	07/09/84	TX	FAYETTE	220	306	
TX-000080017		BARNEY LEE GEORGES ET UX	HARVEY W MEINERS	07/06/84	TX	FAYETTE	221	13	
TX-000080018		CYRUS PHOENIX ET UX	HARVEY W MEINERS	07/09/84	TX	FAYETTE	220	311	
TX-000080019		JOHNNY KRAUSE ET UX	SHENANDOAH OIL CORPORATION	05/25/76	TX	FAYETTE	120	718	
TX-000080020		ALFRED FRENZEL ET UX	NRG EXPLORATION INC	08/07/84	TX	FAYETTE	221	460	
TX-000080021		PAUL JAHNZ ET UX	SHENANDOAH OIL CORPORATION	05/04/76	TX	FAYETTE	120	908	
TX-000080022		LAURENCE A SCHILDER ET UX	CLAYTON W WILLIAMS JR	09/24/81	TX	FAYETTE	176	225	
TX-000080023		LORENZ W KRAUSE ET UX	SHENANDOAH OIL CORPORATION	04/26/76	TX	FAYETTE	120	510	
TX-000080024		BERTHA BURKHARDT ET AL	SHENANDOAH OIL CORPORATION	09/29/76	TX	FAYETTE	121	881	
TX-000079176		FREDRICK E LOBPRIES ET UX	WEBER ENERGY CORPORATION	03/17/93	TX	FAYETTE	359	898	7245
TX-000079176		FREDRICK E LOBPRIES ET UX	WEBER ENERGY CORPORATION	03/17/93	TX	FAYETTE	359	901	7246
TX-000078961		EMIL HENRY HARBERS ET UX	HELEN REASONER	07/18/93	TX	FAYETTE	128	667	
TX-000080027		H G ELLIOTT	MURFF F BLEDSOE III	01/27/78	TX	FAYETTE	126	848	
TX-000078881	001	CALVIN DOCKERY ET UX	WEBER ENERGY CORPORATION	03/17/93	TX	FAYETTE	356	36	
TX-000078749		THE TEXAS A&M UNIVERSITY SYSTEM	WEBER ENERGY CORPORATION	02/16/94	TX	FAYETTE	958	279	95766
TX-000078749		THE TEXAS A&M UNIVERSITY SYSTEM	WEBER ENERGY CORPORATION	02/16/94	TX	FAYETTE	376	385	94-2140
TX-000076761	002	TEXAS OSAGE ROYALTY POOL	UNION PACIFIC RESOURCES COMPANY	05/20/94	TX	FAYETTE	385	327	94-5950
TX-000076761	003	ANTON C TIETJEN JR ET UX	UNION PACIFIC RESOURCES COMPANY	03/28/84	TX	FAYETTE	215	324	
TX-000076761	004	TEXAS OSAGE ROYALTY POOL INC	UNION PACIFIC RESOURCES COMPANY	05/20/94	TX	FAYETTE	385	332	94-5952
TX-000078724		CRYSTAL RESOURCES INC	WEBER ENERGY CORPORATION	02/15/95	TX	FAYETTE	396	135	95-1329
TX-000080097		RAY B MOORE	UNION PACIFIC RESOURCES COMPANY	11/03/86	TX	FAYETTE	257	602	
TX-000080098		JOAN J COUNTS SOLE INDEPENDENT EXECUTOR	UNION PACIFIC RESOURCES COMPANY	07/19/85	TX	FAYETTE	241	851	
TX-000076761	005	E A ROITSCH ET AL	JOHN H YOUNG INC	08/14/83	TX	FAYETTE	210	290	
TX-000080099		COLORADO VALLEY TELEPHONE CO-OP INC	UNION PACIFIC RESOURCES COMPANY	09/24/86	TX	FAYETTE	259	793	
TX-000078725		CAROL AVERYT	WEBER ENERGY CORPORATION	05/24/94	TX	FAYETTE	384	361	94-5574
TX-000080103		HUBERT J HAUSMANN ET UX	JOHN H YOUNG	12/03/86	TX	FAYETTE	257	869	
TX-000080104		MARVIN L OTTO ET UX	UNION PACIFIC RESOURCES COMPANY	04/19/83	TX	FAYETTE	198	806	
TX-000080105	001	TERRANCE E STEWART ET UX	UNION PACIFIC RESOURCES COMPANY	04/19/83	TX	FAYETTE	867	1	
TX-000080105	002	HENRY J SCHOVAJSA ET AL	UNION PACIFIC RESOURCES COMPANY	04/27/83	TX	FAYETTE	201	160	
TX-000080106		PHYLLIS STEWART ET AL	UNION PACIFIC RESOURCES COMPANY	05/11/83	TX	FAYETTE	198	802	
TX-000080107		HENRY J SCHOVAJSA ET AL	UNION PACIFIC RESOURCES COMPANY	03/21/84	TX	FAYETTE	215	171	

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TX-000081532	006	MARY J HANNAH	UNION PACIFIC RESOURCES COMPANY	07/20/96	TX	BURLESON	254	849	3938
TX-000070320		TEXAS A&M UNIVERSITY SYSTEM	SKELLY OIL COMPANY	01/15/77	TX	BURLESON	20	52	07415
TX-000082480		STEPHANIE BOND	WCS PETROLEUM INC	01/31/84	TX	BURLESON	113	713	1003
TX-000085560	002	DOROTHY MARIE FALKENBERG	UNION PACIFIC AUSTIN CHALK COMPANY	06/09/97	TX	BURLESON	262	26	
TX-000085560	003	WAYNE FALKENBERG ET AL	UNION PACIFIC RESOURCES COMPANY	06/09/97	TX	BURLESON	262	38	
TX-000091433		E GLENN MCMILLIAN TRUSTEE	SENECA RESOURCES CORPORATION	09/07/79	TX	BURLESON	31	626	
TX-000091434		JESSE B MOORE	SENECA RESOURCES CORPORATION	11/07/73	TX	BURLESON	15	164	
TX-000097964	001	BRAZOS ENTERPRISES CORP	APACHE CORPORATION	08/09/00	TX	BURLESON	530	216	
TX-000075905	002	JOHN E NEWMAN	ADA OIL EXPLORATION CORPORATION	08/01/78	TX	BURLESON	24	539	
TX-000075905	003	JOHN E NEWMAN	ADA OIL EXPLORATION CORPORATION	08/01/78	TX	BURLESON	24	545	
TX-000098305		ST TX M-101309	RME PETROLEUM COMPANY	10/03/00	TX	BURLESON	542	380	893 BRAZOS RIVER
TX-000115788	001	WILLIAM O HUGGINS III	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	594	600	740
TX-000115788	001	WILLIAM O HUGGINS III	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	573	181	2117
TX-000115788	001	WILLIAM O HUGGINS III	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	628	417	1761
TX-000115789	001	EDWARD C SEE	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	573	185	2119
TX-000115789	002	MELVIN R SEE	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	573	183	2118
TX-000115789	003	MARIJANE SEE KRISTOF	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	569	863	1436
TX-000115789	004	PEGGY SEE WILLIAMS	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	569	865	1437
TX-000115789	005	LARRY O SEE	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	569	861	1435
TX-000115788	002	SAMUEL W RIZZO	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	594	599	739
TX-000115788	002	SAMUEL W RIZZO	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	573	175	2114
TX-000115788	003	EDGAR C GRIFFIN	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	594	598	738
TX-000115788	003	EDGAR C GRIFFIN	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	573	179	2116
TX-000115788	004	FRANK E CHMELAR	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	601	530	2182
TX-000115788	004	FRANK E CHMELAR	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	573	177	2115
TX-000115694	002	CHAUNCEY SHEPARD BARRIER	RME PETROLEUM COMPANY	02/20/02	TX	BURLESON	604	153	2651
TX-000115694	002	CHAUNCEY SHEPARD BARRIER	RME PETROLEUM COMPANY	02/20/02	TX	BURLESON	572	757	2031
TX-000115886	001	GAYL ANN WARE CARLBERG ET AL	RME PETROLEUM COMPANY	02/28/02	TX	BURLESON	573	168	2111
TX-000115694	003	JOHN O BLAKELEY	RME PETROLEUM COMPANY	03/07/02	TX	BURLESON	601	528	2180
TX-000115694	003	JOHN O BLAKELEY	RME PETROLEUM COMPANY	03/07/02	TX	BURLESON	572	759	2032
TX-000115694	004	GEORGE W HILL	RME PETROLEUM COMPANY	03/12/02	TX	BURLESON	572	763	2034
TX-000115694	005	BRIAN K VETTER	RME PETROLEUM COMPANY	04/03/02	TX	BURLESON	604	152	2650
TX-000115694	005	BRIAN K VETTER	RME PETROLEUM COMPANY	04/03/02	TX	BURLESON	572	761	2033
TX-000115788	005	SHIRLEY W KILLINGSWORTH	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	594	597	737
TX-000115788	005	SHIRLEY W KILLINGSWORTH	RME PETROLEUM COMPANY	02/11/02	TX	BURLESON	573	119	2089
TX-000115789	006	JOHN W SEE JR	RME PETROLEUM COMPANY	01/25/02	TX	BURLESON	581	107	3656
TX-000115886	002	WORTH D WARE JR	RME PETROLEUM COMPANY	08/22/02	TX	BURLESON	588	138	5021

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TX-000097844 002	NAOMI COOPER	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	3995	169	731481
TX-000097845 001	CHARLES A. TAYLOR	UNION PACIFIC RESOURCES COMPANY	10/18/00	TX	BRAZOS	3995	166	731480
TX-000097789 003	EMMA JEAN STEWART	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4000	145	732621
TX-000097789 004	CHARLES MARIE PETERSON	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	3995	181	731485
TX-000097789 005	ROBERT HIGHTOWER	UNION PACIFIC RESOURCES COMPANY	11/14/00	TX	BRAZOS	4008	139	732619
TX-000097844 003	JOHN W SMITH	UNION PACIFIC RESOURCES COMPANY	11/21/00	TX	BRAZOS	4008	157	732625
TX-000097844 004	NATHANIEL GARRADO JR	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4008	163	732627
TX-000097844 005	EMMA GARRADO HALL	UNION PACIFIC RESOURCES COMPANY	11/28/00	TX	BRAZOS	4008	160	732626
TX-000097789 006	IRVIN PETERSON	UNION PACIFIC RESOURCES COMPANY	11/25/00	TX	BRAZOS	4043	95	735444
TX-000097789 007	SHINIEKE MCGEE	UNION PACIFIC RESOURCES COMPANY	11/14/00	TX	BRAZOS	4008	142	732620
TX-000096944 002	JAMES L HARRIS	UNION PACIFIC RESOURCES COMPANY	05/08/00	TX	BRAZOS	3805	50	
TX-000098200 004	JAMES GREEN	UNION PACIFIC RESOURCES COMPANY	11/16/00	TX	BRAZOS	3995	184	731486
TX-000097789 008	WILLIE MAE PHARNS	UNION PACIFIC RESOURCES COMPANY	09/14/00	TX	BRAZOS	4016	300	733243
TX-000097789 009	EDNA MAE CURRY	UNION PACIFIC RESOURCES COMPANY	11/14/00	TX	BRAZOS	4016	297	733242
TX-000098200 001	PEGGY LOU MACK	UNION PACIFIC RESOURCES COMPANY	11/01/00	TX	BRAZOS	4008	166	732628
TX-000097950 001	CLEO LUCAS	UNION PACIFIC RESOURCES COMPANY	12/05/00	TX	BRAZOS	4008	151	732623
TX-000095961 003	RANDALL DALE CROCKETT ET UX	UNION PACIFIC RESOURCES COMPANY	06/30/00	TX	BRAZOS	3894	33	722883
TX-000098167	CLAYTON BAPTIST CHURCH	UNION PACIFIC RESOURCES COMPANY	07/18/00	TX	BRAZOS	4043	91	735443
TX-000097789 010	IRVIN LEWIS	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4058	224	
TX-000097789 011	TIMOTHY LEWIS	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4043	67	735435
TX-000098200 002	A J GREEN	UNION PACIFIC RESOURCES COMPANY	12/02/00	TX	BRAZOS	4097	212	739483
TX-000098200 003	JAMES A GREEN	UNION PACIFIC RESOURCES COMPANY	12/01/00	TX	BRAZOS	4097	216	739484
TX-000098203	STATE OF TEXAS M-101404 3.30	RME PETROLEUM COMPANY Nrow	12/12/00	TX	BRAZOS	4077	10	737968
TX-000097789 012	ANNUAL C. COLLINS, SR.	UNION PACIFIC RESOURCES COMPANY	11/14/00	TX	BRAZOS	4058	212	736611
TX-000098204 001	CLIFFORD G DORN	RME PETROLEUM COMPANY	12/26/00	TX	BRAZOS	4016	303	733244
TX-000098206 001	MARGARET KATHERINE FORD	RME PETROLEUM COMPANY	03/08/01	TX	BRAZOS	4097	225	739486
TX-000098206 002	MARY FRANCES BATEY	RME PETROLEUM COMPANY	03/08/01	TX	BRAZOS	4097	220	739485
TX-000097789 013	MARTHA LEWIS	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4058	221	736614
TX-000097789 014	HOSIE LEWIS, JR.	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4058	218	736613
TX-000097789 015	EDWIN LEWIS	UNION PACIFIC RESOURCES COMPANY	11/14/00	TX	BRAZOS	4068	293	737370
TX-000097789 016	HOSIE LEWIS WOODS	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4058	215	736612
TX-000097179 002	ROBERT P. WELCH	UNION PACIFIC RESOURCES COMPANY	12/05/00	TX	BRAZOS	4016	307	733245
TX-000098305	ST TX M-101309	RME PETROLEUM COMPANY	10/03/00	TX	BRAZOS	4014	19	733063
TX-000098200 006	HOWARD GREEN	UNION PACIFIC RESOURCES COMPANY	12/01/00	TX	BRAZOS	4116	215	740881
TX-000098200 007	GLADYS NELL SMITH	UNION PACIFIC RESOURCES COMPANY	12/01/00	TX	BRAZOS	4128	26	741741
TX-000098309 001	MARGARET MANTHEI HUBACEK	RME PETROLEUM COMPANY	03/09/01	TX	BRAZOS	4108	58	740227
TX-000098309 002	FRANKIE NEMEC	RME PETROLEUM COMPANY	03/09/01	TX	BRAZOS	4104	278	739964
TX-000098382	TEXAS A&M UNIVERSITY	RME PETROLEUM COMPANY	04/12/01	TX	BRAZOS	4122	116	741314
TX-000097789 017	CHERYL LYNN PETERSON	UNION PACIFIC RESOURCES COMPANY	11/15/00	TX	BRAZOS	4208	90	747518
TX-000115117	WILLIS B HICKS ET AL	APACHE CORPORATION	08/28/00	TX	BRAZOS	3988	329	730986
TX-000115430	LOUISE S WADE ET AL	LOMETA PETROLEUM CORPORATION	02/16/01	TX	BRAZOS	4281	268	752539
TX-000047029 014	DON WALKER DUGGER	ANADARKO E&P COMPANY LP	07/14/03	TX	BRAZOS	5446	69	
TX-000118036 001	S HOSHEL SMITH ET UX (5654/174)	ANADARKO E&P COMPANY LP	09/11/03	TX	BRAZOS	5654	174	

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TX-000071545 001	GLASCO ESTELENE B	UNION PACIFIC RESOURCES COMPANY	05/06/94	TX	BRAZOS	207	P224	
TX-000071620	MARIO CASTILLO ET UX	UNION PACIFIC RESOURCES COMPANY	09/07/94	TX	BRAZOS	2201	238	
TX-000071884	HUFF OTTO AUGUST ETUX	UNION PACIFIC RESOURCES COMPANY	09/20/94	TX	BRAZOS	239	P286	
TX-000072007	MICHAEL B LIVELY	UNION PACIFIC RESOURCES COMPANY	06/14/94	TX	BRAZOS	2236	238	
TX-000072009	MISSOURI PACIFIC RR	UNION PACIFIC RESOURCES COMPANY	11/14/94	TX	BRAZOS	2245	62	
TX-000072121 001	LANNETTE BLAZEK OBRIEN	UNION PACIFIC RESOURCES COMPANY	10/05/94	TX	BRAZOS	269	P143	
TX-000072143	SMITH JOHN D ET AL	APACHE CORPORATION	09/24/93	TX	BRAZOS	2019	294	
TX-000072172	PAYNE BILLY M	APACHE CORPORATION	09/28/93	TX	BRAZOS	1991	244	
TX-000072196	SOUTHERN PACIFIC TRANSPORTATION COMPANY	APACHE CORPORATION	03/03/94	TX	BRAZOS	2157	111	558459
TX-000072214 001	BERT WHEELERS INC	APACHE CORPORATION	05/20/94	TX	BRAZOS	2205	179	
TX-000072214 002	FERRERI JOE A ET UX	APACHE CORPORATION	05/20/94	TX	BRAZOS	2205	171	
TX-000072214 003	GREAVES MARCUS D ET UX	APACHE CORPORATION	05/20/94	TX	BRAZOS	2205	175	
TX-000072243	TEXAS A&M UNIVERSITY	UNION PACIFIC RESOURCES COMPANY	12/09/94	TX	BRAZOS	2260	292	96279
TX-000072245	TEXAS A&M UNIVERSITY	UNION PACIFIC RESOURCES COMPANY	12/09/94	TX	BRAZOS	2260	266	96278
TX-000072598	SOUTHERN PACIFIC TRAN	UNION PACIFIC RESOURCES COMPANY	12/07/94	TX	BRAZOS	2281	56	
TX-000072898 001	WILLIAMS III KNOX T	UNION PACIFIC RESOURCES COMPANY	02/23/95	TX	BRAZOS	331	P340	
TX-000072898 002	WILLIAMS ROGER S ET U	UNION PACIFIC RESOURCES COMPANY	02/23/95	TX	BRAZOS	353	P211	
TX-000072898 003	GOEHL FREDDIE ET UX	UNION PACIFIC RESOURCES COMPANY	07/10/95	TX	BRAZOS	2406	43	
TX-000072898 004	GOEHL THOMAS E ET UX	UNION PACIFIC RESOURCES COMPANY	07/10/95	TX	BRAZOS	2430	163	
TX-000072901 001	SAGE SANDRA GREER	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	331	P336	
TX-000072901 002	MALLARD RHODA A G	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	2331	328	
TX-000072901 003	SAGE IRENE GREER	UNION PACIFIC RESOURCES COMPANY	03/09/95	TX	BRAZOS	331	P334	
TX-000072901 004	LOHMEYER HARRIS	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	331	P326	
TX-000072901 005	ABBOTT LOUISE GREER	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	340	P250	
TX-000072901 006	TRAMMELL CLAUDENE G	UNION PACIFIC RESOURCES COMPANY	03/16/95	TX	BRAZOS	340	P264	
TX-000072901 007	GREER GEORGE W	UNION PACIFIC RESOURCES COMPANY	03/09/95	TX	BRAZOS	340	P252	
TX-000072901 008	SCHULTZ MARY GREER	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	340	P262	
TX-000072901 009	REICHERT LISA GREER	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	345	P284	
TX-000072901 010	HAISCHER SHIRLEY G	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	345	P268	
TX-000072901 011	GREER DAISY	UNION PACIFIC RESOURCES COMPANY	03/10/95	TX	BRAZOS	345	P264	
TX-000072901 012	GREER RICKY	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	345	P266	
TX-000072901 013	LUCARIO ELIZABETH G	UNION PACIFIC RESOURCES COMPANY	03/15/95	TX	BRAZOS	353	P194	
TX-000072901 014	GREER STEVE	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	353	P192	
TX-000072901 015	GREER RAYBURN ET UX	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	357	P344	
TX-000072901 016	JONES CHARLENE GREER	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	357	P346	
TX-000072901 017	GREER JOHN C	UNION PACIFIC RESOURCES COMPANY	03/15/95	TX	BRAZOS	385	P111	
TX-000072901 018	ABKE JR GEORGE ET AL	UNION PACIFIC RESOURCES COMPANY	05/25/95	TX	BRAZOS	2397	194	
TX-000072901 019	BOWEN TINA GREER	UNION PACIFIC RESOURCES COMPANY	03/15/95	TX	BRAZOS	2397	196	
TX-000072901 020	GREER JOE GLENN	UNION PACIFIC RESOURCES COMPANY	03/09/95	TX	BRAZOS	2462	284	
TX-000072901 021	GIBBS MARILOU D	UNION PACIFIC RESOURCES COMPANY	06/21/95	TX	BRAZOS	2480	263	
TX-000072901 022	KOZAK SHARON GREER	UNION PACIFIC RESOURCES COMPANY	03/13/95	TX	BRAZOS	2492	263	
TX-000072904	MACEDONIA BAPTIST CHURCH	UNION PACIFIC RESOURCES COMPANY	03/01/95	TX	BRAZOS	329	P265	

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TX-000046598 036	THOMPSON ZELMA R	UNION PACIFIC RESOURCES COMPANY	04/18/95	TX	BRAZOS	2406	29	
TX-000046598 037	RUCKER JOHN F ET AL	UNION PACIFIC RESOURCES COMPANY	03/01/95	TX	BRAZOS	2406	27	
TX-000046598 038	LEWIS MARY LEE	UNION PACIFIC RESOURCES COMPANY	03/14/95	TX	BRAZOS	2430	170	
TX-000046598 039	BLACKMORE ALICE ET AL	UNION PACIFIC RESOURCES COMPANY	03/14/95	TX	BRAZOS	2476	247	
TX-000046598 040	JOHNSON ERIC DOUGLAS	UNION PACIFIC RESOURCES COMPANY	10/02/95	TX	BRAZOS	2476	249	
TX-000046598 041	THOMAS LUCILLE H	UNION PACIFIC RESOURCES COMPANY	10/02/95	TX	BRAZOS	2476	253	
TX-000046598 042	JOHNSON BARBARA B	UNION PACIFIC RESOURCES COMPANY	10/02/95	TX	BRAZOS	2476	251	
TX-000046598 043	JOHNSON MARIAN DENISE	UNION PACIFIC RESOURCES COMPANY	10/17/95	TX	BRAZOS	2480	261	
TX-000046598 044	ADAMS SAMUEL ET AL	UNION PACIFIC RESOURCES COMPANY	03/02/95	TX	BRAZOS	2518	123	
TX-000046599 001	PRESCOTT JOHN ET UX	UNION PACIFIC RESOURCES COMPANY	11/24/92	TX	BRAZOS 686 P347			
TX-000046599 002	GEORGE M ARNOLD ET UX	UNION PACIFIC RESOURCES COMPANY	11/24/92	TX	BRAZOS 1711 P62			
TX-000046599 003	PERRY CAROLYN AUBERT	UNION PACIFIC RESOURCES COMPANY	03/27/95	TX	BRAZOS 340 P258			
TX-000046599 004	SCHAFER SAMUEL LEROY	UNION PACIFIC RESOURCES COMPANY	03/07/95	TX	BRAZOS 340 P260			
TX-000046599 005	HENEISE FRANCES M OAK	UNION PACIFIC RESOURCES COMPANY	03/28/95	TX	BRAZOS 2353 P3			
TX-000046599 006	ELAM MARY ELLEN AUBERT	UNION PACIFIC RESOURCES COMPANY	03/27/95	TX	BRAZOS 2353 P1			
TX-000046599 007	CUNNINGHAM ALLEN BAXTER	UNION PACIFIC RESOURCES COMPANY	03/27/95	TX	BRAZOS 353 P190			
TX-000046599 008	TEXAS A&M UNIVERSITY	UNION PACIFIC RESOURCES COMPANY	04/20/95	TX	BRAZOS	2358	1	
TX-000046599 009	KIRBY BILLIE MORRISON	UNION PACIFIC RESOURCES COMPANY	03/28/95	TX	BRAZOS 357 P348			
TX-000046599 010	WILD LINDA LOU C	UNION PACIFIC RESOURCES COMPANY	03/27/95	TX	BRAZOS 364 P109			
TX-000046599 011	BARNETT DOROTHY M	UNION PACIFIC RESOURCES COMPANY	03/29/95	TX	BRAZOS 2364 P89			
TX-000046599 012	CASTATOR BETTY ANN H	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P115			
TX-000046599 013	REIFEL ROSEMARY HAYES	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P117			
TX-000046599 014	HAYES EDWARD	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P119			
TX-000046599 015	HAYES JR HARRY A	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P121			
TX-000046599 016	HAYES DELORES J	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P123			
TX-000046599 017	PIERSON JOYCE HAYES	UNION PACIFIC RESOURCES COMPANY	05/08/95	TX	BRAZOS 385 P105			
TX-000046599 018	HAYES DOROTHY M ETAL	UNION PACIFIC RESOURCES COMPANY	03/28/95	TX	BRAZOS 385 P107			
TX-000046600 001	OWEN BILLY W	UNION PACIFIC RESOURCES COMPANY	12/02/92	TX	BRAZOS 686 P341			
TX-000046600 002	TICE RONALD LEE	UNION PACIFIC RESOURCES COMPANY	04/19/93	TX	BRAZOS 803 P128			
TX-000046600 003	BAKER TONY LYNN	UNION PACIFIC RESOURCES COMPANY	04/19/93	TX	BRAZOS 837 P348			
TX-000046612	SELECTED LANDS LTD#15	UNION PACIFIC RESOURCES COMPANY	12/08/92	TX	BRAZOS	1687	16	509568
TX-000046612	SELECTED LANDS LTD#15	UNION PACIFIC RESOURCES COMPANY	12/08/92	TX	BRAZOS	2075	178	549615
TX-000046613	SELECTED LANDS LTD#17	UNION PACIFIC RESOURCES COMPANY	12/08/92	TX	BRAZOS	2075	186	
TX-000046617 001	HOOVER BENNIE L V ETV	UNION PACIFIC RESOURCES COMPANY	11/23/92	TX	BRAZOS	2122	10	554648
TX-000046617 001	HOOVER BENNIE L V ETV	UNION PACIFIC RESOURCES COMPANY	11/23/92	TX	BRAZOS	1686	313	
TX-000046617 001	HOOVER BENNIE L V ETV	UNION PACIFIC RESOURCES COMPANY	11/23/92	TX	BRAZOS	2301	270	
TX-000046617 002	QUINN GENEVA JANE	UNION PACIFIC RESOURCES COMPANY	05/04/93	TX	BRAZOS	1803	116	
TX-000046722 001	PENNEBAKER KATHLEEN	UNION PACIFIC RESOURCES COMPANY	12/04/92	TX	BRAZOS 689 P339			
TX-000046722 002	BYNUM HENRY D	UNION PACIFIC RESOURCES COMPANY	03/03/93	TX	BRAZOS 786 P108			
TX-000046722 003	BYNUM LINDA K	UNION PACIFIC RESOURCES COMPANY	03/08/93	TX	BRAZOS 1803 P97			
TX-000046722 004	CHENAULT BEULAH	UNION PACIFIC RESOURCES COMPANY	02/23/93	TX	BRAZOS 810 P133			
TX-000046722 005	BRADLEY LA VERTA I	UNION PACIFIC RESOURCES COMPANY	09/30/93	TX	BRAZOS 922 P237			
TX-000046722 006	HOWELL RUBY	UNION PACIFIC RESOURCES COMPANY	09/17/93	TX	BRAZOS 922 P239			

No State Lease ?

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File No. MF074151

~~ASSIGNMENT FILED IN MF-~~

Date Filed: 10/24/07

Jerry E. Patterson, Commissioner

By

From: Carl Bonn
To: Arellano, Jesse
Date: 5/27/2009 3:47:22 PM
Subject: MF074151 Burleson County Unit #1457 Opr by Geosouthern Energy Corp.

Jesse,
Please be advised that the referenced Unit was inactive effective 2/1/01 and the unit well was P&Aed on 10/30/07. The 3,112.06 acre A&M lease dated 1/25/77 is still held by several oil wells and the outline will need to be added to GIS at your convenience.

Only the Unit is inactive since 03-160111 ceased to produce.

Thanks
Carl

CC: Chou, Shirley; King, Joe; McLeskey, Kenny; Mesiroff, John; Saenz, Alex; Sanders, Alex; Stimson, Lannie; Throckmorton, Tracey

(145)

File No. MF 074151

email

email

Date ~~Filed~~: 5-27-09

Jerry E. Patterson, Commissioner

By Carl Bonn

146

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

CERTIFIED MAIL NO. 7007 0710 0000 5378 7622

August 7, 2009

Sandra Leonard
Apache Corporation
Compliance Dept.
2000 Post Oak Blvd., Suite 100
Houston, TX 77056 – 4400

Re: Audit of Selected Leases / Units Held and Operated by Apache Corporation

Dear Ms. Leonard:

By authority of Section 52.135 of the Texas Natural Resources Code, the Texas General Land Office (GLO) maintains a field audit program to monitor State oil and gas production and royalty revenue. Apache Corporation has been selected for audit of State leases/units listed at Attachment I for the time period of September 2005 through August 2009. Our records indicate Apache Corporation is the current operator and/or reporting entity of these selected leases.

Attachment II outlines various documents that GLO audit team will examine in order to conduct the audit. The audit team will examine these various documents for selected sample months of the audit period and make inquiries related to the computation of State's royalty. Periods other than these will be included if circumstances warrant their review. Document requests for selected sample months will be provided at a later date. The types of documents requested for each lease/unit will be influenced by your responses to the attached questionnaire.

The scope of the audit is comprised of reviewing and testing of all records, documents, procedures, and systems that may affect the amount of royalty that has been reported and paid on state leases. The audit is performed in **accordance with generally accepted auditing standards as they relate to the scope.**

Please respond to questions and requests of Attachments I and III by September 10, 2009. Also, please respond to the Attachments indicating the lease/unit/well designations as appropriate. Your responses will assist our staff to better understand your GLO reporting.

In reference to your request to review the overpayment of royalty dues for the Matagorda Island 519 and Penalty and Interest waiver, the resolution of these requests will be dealt with during the course of our audit engagement. Also, please provide us with additional working papers that you might have to assist us on how you have arrived at your individual monthly dollar royalty amounts totaling $91,917.56.

Once we have received your responses to the attachments, we will review and keep you informed of our next process. Should you have any question, you may contact field audit staff involved in this engagement, Donald Musta at (512) 475-1090 and John Kim at (512) 475-2076.

Sincerely,

Brian Raygon, MBA
Field Audit Team Leader
Energy Financial Management
Texas General Land Office

Attachments

cc: Gary Hagood, Deputy Commissioner for Financial Management
Kenny McLeskey, EFM Director
Donald J. Musta, EFM Lead Auditor
John Kim, EFM Staff Auditor
Audit Correspondence File
Mineral File

ATTACHMENT I

State Mineral Lease Under Field Audit Review

Audit Period: September 2005 to August 2009

Mineral Lease #	Mineral Unit #	County Name	Field Name	Lease Name
079413	2057	Matagorda		
080522	2057	Matagorda		
088560	2057	Matagorda		
088562	2057	Matagorda		
098761	Non-Unit	Nueces		
074151	Non-Unit & 1457	Burleson		
021507	632	Hidalgo		
040132	632	Hidalgo		
040156	632	Hidalgo		
040167	632	Hidalgo		

TX GLO Footnotes: Please disclose Field Names and Lease Names Apache is using to report to TX RRC & TX GLO.

(146)

File No. MF 074151
Apache Audit Notification Ltr

Date Filed: 8-07-09

Jerry E. Patterson, Commissioner

By D. Musta

147

From: Donald Musta
To: Obasuyi, Victor
CC: Driver, Susan; Havens, Mark; Keel, Donna; McLeskey, Kenny
Date: 5/4/2012 9:52 AM
Subject: Apache Audit Report Letter 5-04-12
Attachments: Audit Rpt Ltr 5-04-12 with attachments.pdf

Victor,
Attached is an advance copy of Audit Report Letter 5-04-12 with summary of exceptions noted during the audit.
The letter is being mailed by Certified mail.

The letter indicates that the audit has been completed for the selected leases, acknowledges receipt of payment for audit billing for Unit 2057 leases and MF 098761, and provides the summary of the audit exceptions included in the billing. The letter also references an outstanding invoice regarding late payment of royalty for MF 074151 that requires Apache response to J. Ybarbo.

Thanks.

Invoice for MF 074151 was cleared per GLO SAGEMIP on 5-26-11.
See Mineral File Ref # 148 for MF 074151

Donald Musta, Auditor
Financial Compliance
Financial Management Division
Texas General Land Office (GLO)
(512) 475-1090 Tel. #
(512) 475-2295 Fax. #
donald.musta@glo.state.tx.us

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TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Sent via Email and Certified letter
CERTIFIED MAIL NO. 7011 1150 0001 2418 8970

May 4, 2012

Victor Obasuyi
Royalty Audit Coordinator
Apache Corporation
One Post Oak Central
2000 Post Oak Blvd.
Houston, Texas 77056-4400

Re: Audit Report for Selected Leases / Units Operated and/or Held by Apache Corporation - Unit 2057 Leases, Lease MF 098761, Lease MF 074151 and Unit 632 Leases

Dear Mr. Obasuyi:

The Texas General Land Office has completed an audit for the above referenced units and leases. The audit covered Unit 2057 leases MF079413, MF080522, MF088560, and MF088562 for the period of August 2006 through December 2010. The audit covered MF098761, MF074151, and Unit 632 leases MF021507, MF040132, MF040156, and MF040167 for the period of September 2005 through August 2009.

The audit resulted in an audit billing dated March 26, 2012 for two of the properties with an additional amount due as indicated below:

	UNIT 2057	MF 098761	TOTAL
Royalty	$ 33,702.99	$ 99,493.99	$ 133,196.98
Penalty	$ 3,370.32	$ 3,975.00	$ 7,345.32
Interest	$ 2,018.25	$ 22,131.00	$ 24,149.25
Total	$ 39,091.56	$ 125,599.99	$ 164,691.55

Apache paid the above audit billing in full on April 27, 2012. The billing covered a number of issues and included the final resolution of cumulative gas in-kind imbalances for Unit 2057 and MF 098761. The audit billing also included the final resolution for over-payments to the GLO for Unit 2057 condensate as referenced in an Apache request for a credit dated May 26, 2009. A summary of the audit billing exceptions is attached.

Our audit identified no additional royalty due for Unit 632 leases for the period audited. However, there is an outstanding invoice regarding late payment of royalty on MF074151 of $28,618.53. Please contact James Ybarbo at 512-463-5184 regarding invoice 11H00859.

Sincerely,

Donald Musta

Donald Musta, Financial Compliance Auditor
Financial Subsidiary Operations

Enclosures/Attachments
cc: Kenny McLeskey, Director Financial Subsidiary Operations
Susan Driver, Manager Financial Compliance
Donna Keel, Manager Financial Operations
Mark Havens, GLO Attorney

(147)

File No. MF 074151
Audit Report Letter 5-04-12

Date Filed: 5-4-12
Jerry E. Patterson, Commissioner
By D. Musta

(148)

Texas General Land Office
Late Royalty Billing

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
7130 - 5130 M-F

Jerry Patterson, Commissioner

APACHE CORPORATION
ATTN: TISH HOPE
2000 POST OAK STE 100 ATN COMPLIANCE
HOUSTON, TX 77056-4400

Billing Date: 05/26/2011
Billing Due Date: 06/25/2011
Customer Number: C000023272

Invoice Number	Mineral File	Total Due	Amount Paid
11H00855	MF047156	$25.00	
11H00856	MF052450	$25.00	
11H00857	MF079757	$57.63	
11H00858	MF104758	$2,528.15	
11H00859	MF074151	$28,618.53	
Total Due		$31,254.31	

Contact Info: James Ybarbo (512) 463-5184 or James.Ybarbo@glo.texas.gov

Payment of this notice most be submitted separately from monthly royalty payments.

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Remittance Copy

Invoice 11H00859 for MF074151
cleared in SAGEMIP on 5-15-12
MF074151 Invoice was referenced
in Apache Audit Report Letter of 5-04-12.
See MF074151 Ref (147)

JM.

Customer Balances for Texas General Land Office and Veterans Land Board

Customer: C000023272 - APACHE CORP
Lookup From: All A/R Invoices

Customer Balance: 0.00

Invoice Number	Invoice Date	Due Date	Invoice Description	Original Amount	Outstanding Amount
11H00859	5/26/11	5/26/11	Late Payment P&I - Invoice: 11Y06037	28,618.53	0.00

Received check dated 5-8-12

cleared 5-15-12

SAGE MIP

eral Land Office and Veterans Land Board - Sage MIP Fund Accounting - [C000023272 | Customer Balances]

Transactions Activities Reports Options Window Help

Information

r ID: C000023272 APACHE CORP

Transactions

From: AARB Document Number (Optional): 11H00859 A/R Account (Optional):

m: 5/26/2011 Date To: 5/26/2011 Display Clear Print

Invoice Number	Invoice Date	Due Date	Invoice Description	Original Amount	Outstanding Bal
00859	5/26/2011	5/26/2011	Late Payment P&I - Invoice: 11Y06037	28,618.53	

	Transaction Typ	Session ID	Document Number	Applied Amount	Document Date	Document Description	Status	A/R Acc
⊞	ARB	20110526HCKL01	11H00859	28,618.53	5/26/2011	Late Payment P&I - Invoice: 11Y		0231002
⊟	ARC	DD20120517JK01	12022294	(28,618.53)	5/15/2012	122	CL	0231002

	GLA	AY	PCA	FUND	APPN	RevGLA	Invoice Document Number	Debit	Credit	Entry Type	Eff
	0231002	2011	31003	0013	21014	3854102	11H00859	0.00	21,046.19	N	5/17
	0231002	2011	31003	0013	21014	3854101	11H00859	0.00	7,572.34	N	5/17
	0045000	2011	31003	0013	21014	3854102	11H00859	21,046.19	0.00	N	5/17
*	0045000	2011	31003	0013	21014	3854101	11H00859	7,572.34	0.00	N	5/17

Total Selected Transactions: 28,618.53

ce... C000023272 | C...

:1

ice NAL ... Novell GroupWise - Mailbox Accounting for Texas Ge...

Apache

Apache Corporation
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
HOUSTON, TEXAS 77056-4400
(713) 296-6000

Date: 05/08/2012
Check #: 4242360

INVOICE NO.	DATE	GROSS AMOUNT	DEDUCTIONS	NET AMOUNT
LATE PYT PENALTY	05/07/2012	31,254.31	0.00	31,254.31
TOTALS		31,254.31	0.00	31,254.31

12711628

RECEIVED
MAY 15 2012

C03272
MCRD - $28,618.53
MCRD - Dup. Pmt.
$2,635.78

COPY

122

Apache

Apache Corporation
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
HOUSTON, TEXAS 77056-4400
(713)296-6000

Wells Fargo Bank, N.A.
315 Hospital Drive
Van Wert, OH 45891

[redacted]
VOID IF NOT CASHED WITHIN SIX MONTHS OF ISSUE

12711628
DATE: 05/08/2012
CHECK #: 4242360

PAY THIRTY-ONE THOUSAND TWO HUNDRED FIFTY-FOUR********** 31/100

AMOUNT
$ 31,254.31

MANUAL SIGNATURE REQUIRED
FOR CHECKS IN EXCESS OF $300,000.00

TO THE ORDER OF
STATE OF TEXAS
TEXAS GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701

Authorized Signature

⑈4242360⑈ [redacted]

(148)

File No. MF074151
Late Royalty Billing Payment
Invoice 11H00859
Date Filed: ~~5-26-12~~ 5-15-12
Jerry E. Patterson, Commissioner
By D. Musta

We hereby acknowledge receipt of cashier's check No. C090137, dated January 14, 1977, in the amount of $399,007.50, drawn on the First National Bank and Trust Company, Tulsa, Oklahoma and cashier's check No. B-806185, dated December 17, 1976, in the amount of $31,920.60, drawn on First City National Bank of Houston from Skelly Oil Company as remitter.

We further acknowledge receipt of an Oil, Gas and Sulphur Lease bearing original signatures, dated January 25, 1977, to Skelly Oil Company.

GENERAL LAND OFFICE

By John M. Ramsey

Date: 1-26-77

MW

Revised
Division Order

M-74151

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: MARCH 10, 1993
EFFECTIVE DATE: NOVEMBER 12, 1993
DIVISION ORDER NO.: 1000089-05

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: TAMU #2

Description: BURLESON COUNTY, TEXAS

JOHN P. COLES SURVEY

OWNER NO.	OWNER NAME AND ADDRESS	INTEREST(Expressed in Decimals)

SEE EXHIBIT "A" ATTACHED

GIVING EFFECT TO: REVISED FARMOUT AGREEMENT

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST: _____

_____

_____

_____

OWNER SIGNATURE:

BY: _____

TITLE: _____

BY: _____

TITLE: _____

SOCIAL SECURITY OR TAX I.D. NUMBER: _____

ADDRESS: _____

_____

ADDRESS: _____

_____

THIS COPY FOR YOUR FILE

THIS COPY FOR YOUR FILE

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest, thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. Commingling - If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50165
PROPERTY NAME : TAMU #2 PRODUCT : OIL
PROPERTY NBR : 1000089-05 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0021785-01	TORCH ENERGY ASSOCIATES PO BOX 201629 HOUSTON TX 7721616	0.04166700	WI	Y
0022286-01	TEXACO EXPLORATION & PROD INC ATTN: JOINT INTEREST OBO PO BOX 2100 DENVER CO 80201	0.02500000	OR	Y
0044268-01	COLUMBIA GAS DEVELOPMENT CORP PO BOX 100020 HOUSTON TX 77212	0.24999975	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
0102133-01	NUEVO ENERGY 1221 LAMAR STE 1600 HOUSTON TX 7701030	0.08333325	WI	Y
		1.00000000		

MW PETROLEU
2000 POST O
SUITE 100
HOUSTON, TX 77056-4400

Form **W-9**
(Rev. December 1987)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give this form to the requester. Do NOT send to IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions if your name has changed.**)

Address

City, state, and ZIP code

List account number(s) here (optional) ▶

Part I Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see *How To Obtain a TIN*, below.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Instructions)

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see *Signing the Certification* under *Specific Instructions*, later.)

Please Sign Here Signature ▶ Date ▶

Instructions

(Section references are to the Internal Revenue Code.)

Purpose of Form.—A person who is required to file an information return with IRS must obtain your correct taxpayer identification number (TIN) to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN), and, when applicable, (1) to certify that the TIN you are furnishing is correct, (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to the 20% backup withholding.

Note: *If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.*

How To Obtain a TIN.—If you do not have a TIN, you should apply for one immediately. To apply for the number, obtain **Form SS-5,** Application for a Social Security Number Card (for individuals), or **Form SS-4,** Application for Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

To complete Form W-9 if you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. For payments that could be subject to backup withholding, you will then have 60 days to obtain a TIN and furnish it to the requester. During the 60-day period, the payments you receive will not be subject to the 20% backup withholding, unless you make a withdrawal. However, if the requester does not receive your TIN from you within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN* ***OR*** *that you intend to apply for one in the near future.*

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you are required to withhold and pay to IRS 20% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the requester, or

(2) IRS notifies the requester that you furnished an incorrect TIN, or

(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or

(4) You fail to certify to the requester that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or

(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt From Backup Withholding*, below, and *Exempt Payees and Payments* under *Specific Instructions*, on page 2, if you are an exempt payee.

Payees and Payments Exempt From Backup Withholding.—The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).

(3) The United States or any agency or instrumentality thereof.

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(4) A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.

(5) A foreign government or a political subdivision, agency or instrumentality thereof.

(6) An international organization or any agency or instrumentality thereof.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

(15) A trust exempt from tax under section 664 or described in section 4947.

Payments of **dividends** and **patronage dividends** generally not subject to backup withholding also include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of **interest** generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. **Note:** *You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.*
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under such sections.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Failure To Include Certain Items on Your Tax Return.—If you fail to properly include on your tax return certain items reported to IRS, such failure will be treated as being due to negligence, and you will be subject to a penalty of 5% on any part of an underpayment of tax attributable to that failure unless there is clear and convincing evidence to the contrary.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name.—If you are an individual, generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, you may enter your first name and both the last name shown on your social security card and your new last name.

Signing the Certification.—

(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983.—You are not required to sign the certification; however, you may do so. You are required to provide your correct TIN.

(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983.—You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item (2) in the certification before signing the form.

(3) Real Estate Transactions.—You must sign the certification. You may cross out item (2) of the certification if you wish.

(4) Other Payments.—You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

(5) Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions.—You are required to furnish your correct TIN, but you are not required to sign the certification.

(6) Exempt Payees and Payments.—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, cross out item (2) of the certification, sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed **Form W-8,** Certificate of Foreign Status.

(7) TIN "Applied For."—Follow the instructions under *How To Obtain a TIN,* earlier, sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an individual retirement arrangement (IRA). IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give the name and SOCIAL SECURITY number of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship	The owner[3]

For this type of account:	Give the name and EMPLOYER IDENTIFICATION number of:
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)[4]
7. Corporate	The corporation
8. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish.

[2] Circle the minor's name and furnish the minor's social security number.

[3] Show the name of the owner.

[4] List first and circle the name of the legal trust, estate, or pension trust.

Note: *If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.*

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MW

Supplemental
Division Order

m-74151

TO: MW Petroleum Corporation ("Company")
One Post Oak Central
2000 Post Oak Boulevard
Houston, Texas 77056-4400

DATE: **MARCH 4, 1993**
EFFECTIVE DATE: **NOVEMBER 12, 1993**
DIVISION ORDER NO.: **1000089-05**

Each of the undersigned ("Owner") hereby certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out herein, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: **TAMU #2**

Description: **BURLESON COUNTY, TEXAS**

JOHN P. COLES SURVEY

OWNER NO.	OWNER NAME AND ADDRESS	INTEREST(Expressed in Decimals)

SEE EXHIBIT "A" ATTACHED

Interest formerly credited to:

Giving effect to:

NOTE: INTEREST WILL BE SUSPENDED UNTIL RECEIPT OF:

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth herein. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	BY: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

Sign & Return Copy

In consideration of the distribution of the proceeds from the production covered by this Division Order, the agreements provided herein, and other good consideration, the parties hereto agree as follows:

1. Purchase or Sale - Oil shall become the property of the purchaser thereof ("Purchaser"), designated by Company upon its actual delivery into any facility or pipeline, designated by Purchaser. Settlements to Owner for both oil and gas shall be based upon the net proceeds actually received at the wellhead by Company from Purchaser, less compression, gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and further shall be net of any gross production, severance or other similar taxes on production or the proceeds thereof withheld by the Purchaser or paid or payable by Company. The Purchaser's measurements and grading of oil and gas received shall be controlling. Company does not warrant or represent the volumes which will be taken by the Purchaser designated by Company, or as to whether said Purchaser will consider the production merchantable, and in no event shall Company be liable to Owner for Purchaser's failure to take all or any portion of the production covered by this Division Order. Each Owner agrees that all oil and gas hereunder shall be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations.

2. Payment - Settlement shall be made monthly by mailing or tendering to each Owner signing this Division Order an amount calculated according to their respective interest specified in Exhibit "A". Production for each month shall be paid on or before the last day of the second succeeding month by check or draft for the amount due sent to the address of each such Owner; provided, however, when an amount due is less than twenty-five dollars ($25), Company may withhold said amount until twenty-five dollars ($25) or more is due without any obligation to pay interest, thereon, except that payment will be made at least annually.

3. Title - Without impairing the warranty heretofore made, in the event of any dispute, defect or question concerning title to or ownership of any interest of the Owners in either production or proceeds thereof, Company is authorized to withhold, without interest and without liability for conversion, the proceeds of the sale of any production attributable to such disputed interest until such dispute, defect or question is resolved to Company's satisfaction, or until indemnity satisfactory to Company has been furnished. Owner agrees to notify Company in writing immediately upon the filing of any action or suit in any court affecting title to all or a portion of Owner's interest in the Property above described, the production therefrom or the proceeds from such production, stating the court in which such action is filed, the title of such action and such other particulars as Company may request.

4. Transfers of Title - Company is not responsible for determining if and when any change occurs in any interest set forth on Exhibit "A" including any change resulting from the expiration or vesting of a contingent or limited term interest, even if Company is aware of the existence of such interest. Company shall not be bound by any change of ownership of the production or proceeds thereof unless it is notified in writing thereof and is furnished with the original or recorded copy of the document by which such ownership is changed or otherwise evidencing such change and is furnished with transfer orders or division orders satisfactory to Company. Company may, without liability, continue payments as set forth in this Division Order until it is furnished such documents and transfer orders or division orders. Any assignee of the production shall take subject to the provisions of this Division Order. Any such change shall become effective as of 7:00 A.M. of the first day of the month following fifteen (15) days after Company's receipt of such satisfactory documents and orders.

5. Commingling - If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of the formula or methodology used by the operators of the leases from which such commingled production is produced and Company shall be entitled to rely upon the data and allocations of such operators without liability to Owners.

6. Units - Should all or any part of the Property or the production obtained from any formation underlying the Property become a part of a unit, then, with respect to each Owner who is otherwise bound by the unit agreement or who has had its interest therein pooled or unitized by governmental order, the portion of unitized production deemed to have been produced from the Property or underlying formation by such agreement, order or amendments thereto or by law shall be controlling for all purposes as to the amount of production from the Property.

7. Offsets and Refunds - If Company determines that is has paid Owner for production covered by this Division Order amounts in excess of amounts permitted by law or, because of miscalculation or other unintentional cause, amounts in excess of that due under the terms of this Division Order or the applicable production purchase contract, Owner undertakes to refund said amounts, with interest if required by applicable law. Should any sums be due or owing to Company from an Owner for any reason, Company is authorized to withhold any amount payable to such Owner under this Division Order, and offset and apply such amounts to the sums due or owing Company. Company shall not be liable for interest upon or damages due to any such good faith offset and application which proves to be in error. If production from any well or wells covered under this Division Order is, in Company's sole discretion, subject to federal, state or other governmental authority's regulations or orders, Company is authorized to suspend part or all of the proceeds from the sale of production which appear in Company's sole discretion to be subject to refund, or as may be ordered by such federal, state or other governmental authority. In the event Company has already made payments to Owner for such production, Owner agrees to promptly repay all such refund amounts, including interest and other charges relating thereto or Company may, at its discretion, recoup such amounts, other charges and interest from other payments due hereunder to such Owner.

8. Execution - This Division Order may be executed in counterparts, and it shall become valid and binding upon all signatory parties, their heirs, representatives, successors or assigns, whether or not it is signed by all parties named herein. Any and all previously existing Division Orders relating to production from the above Property relative to Owner's interest referenced herein are hereby revoked and cancelled.

9. Indemnification - The undersigned hereby agrees to indemnify, hold harmless and defend the Company and all legal entities thereof, and Purchaser from and against any and all claims, damages, demands, actions, judgments and expenses of every nature and character, including refund orders of any court or governmental body having jurisdiction, which the Company and/or any legal entity thereof may sustain arising from the payment of the proceeds of production as set out in this Division Order in the proportions shown opposite of the named parties.

10. Conflicts and Severability - If any provision of this Division Order conflicts with any provision of applicable law and such law permits the parties to contract in a manner different than provided by such law, then Owner and Company expressly agree that, by this Division Order, they intend to contract for different terms. If the parties are not permitted to contract for terms different than those provided by law, then, to the extent, and only to the extent, of a conflict, the provisions of applicable law shall control, by all other provisions of this Division Order shall remain in full force and effect.

DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ50165
PROPERTY NAME : TAMU #2 PRODUCT : OIL
PROPERTY NBR : 1000089-05 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0021785-01	TORCH ENERGY ASSOCIATES PO BOX 201629 HOUSTON TX 7721616	0.04333330	WI	Y
0022286-01	TEXACO EXPLORATION & PROD INC ATTN: JOINT INTEREST OBO PO BOX 2100 DENVER CO 80201	0.01000000	OR	Y
0044268-01	COLUMBIA GAS DEVELOPMENT CORP PO BOX 100020 HOUSTON TX 77212	0.26000000	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
0102133-01	NUEVO ENERGY 1221 LAMAR STE 1600 HOUSTON TX 7701030	0.08666670	WI	Y
		1.00000000		

PLEASE BE SURE YOUR CORRECT MAILING ADDRESS TO WHICH YOU WANT YOUR CHECKS SENT IS SHOWN ON THIS DIVISION ORDER.

JUNE, 1980 DIST. 3 7226

OIL PRODUCTION LEDGER

OPERATOR

LEASE

GIDDINGS (AUSTIN CHALK)	34733 500	/CONTINUED/												
AMMEX PETROLEUM, INC.	020413	/CONTINUED/												
12433 FANCY		/CONT/												
		4	1		900	111		2021	170		170		19680	1500
*		5C	1		930	99		2081	61		61		20336	50
		6	1		900	91			152		152	KOCHO	19680	50
12449 MAMIE		1		1	5363	259			688		688		22878	10
		2		1	5017	41		4341	295		295		21402	165
		3		1	5363	100			395		395		22878	401
		4	1		5190	248		1871	456		456		22140	500
*		5C	1		5363	12		3701	98		98		22878	10
		6			5190	0			98		98	KOCHO	22140	
12482 MARY"B"		1	1		3286	648		9541	282		282		20708	164
		2	1		3074	3472		35411	213	398	-185		19372	3668
		3	1		3286	6108		58811	440	3220	-2780		20708	29481
		4	1		5644	6847		67611	526	4423	-3897		20040	30975
*		5C	1		10230	5316		53841	458		458		20708	29085
		6	1		9900	4654		43181	794		794	KOCHO	20040	23713
12513 LINDA UNIT		1	1		3534	2460		26141	334		334		20336	540
		2	1		3306	2688		21141	908		908		19024	6306
		3	1		3534	1676		22431	341		341		20336	5846
		4	1		7116	7672		74461	567	556	11		19680	20626
*		5C	1		8990	7125		74351	257		257		20336	17590
		6	1		8700	6583		64701	370		370	KOCHO	19680	16785
12527 MASSEY-GRAVES		1	1		10168	7735		76221	361		361		20336	1327
		2	2		10168	6899		63091	951		951		20336	2041
		3	2		20336	15085		147471	1289		1289		40672	4086
		4	2		19680	11525		116661	1148		1148		39360	9211
*		5C	2		20336	10129		106041	672		672		40672	7057
		6	2		19680	9057		82221	1507		1507	KOCHO	39360	10833
12656 VICKIE UNIT		1	1		500	719		7191		219	-219		16400	48
		2	1		580	191			191		191		19024	127
		3	1		620	143		2201	114		114		20336	95
		4	1		600	138			252		252		19680	92
*		5C	1		620	80		2161	116		116		20336	90
		6	1		600	75			191		191	KOCHO	19680	88
12657 BRACEWELL UNIT		1	1		8528	5988		54861	502		502		17056	156
		2	1		9512	1894		21921	204		204		19024	104
		3	1		10168	1131		12831	52		52		20336	621
		4	1		9840	1922		12821	692		692		19680	2173
*		5C	1		10168	770		10061	456		456		20336	5234
		6	1		9840	952		10171	391		391	KOCHO	19680	4959
12671 CAROLINA		1	1		5904	4541		44301	111		111		11808	578
		2	1		13448	8557		85591	109		109		26896	470
		3	1		15252	9171		89601	320		320		30504	11681
		4	1		14760	7184		73881	116		116		29520	1900
*		5C	1		15252	8075		79431	248		248		30504	19423
		6	1		14760	11252		108941	606		606	KOCHO	29520	9784
12678 TEXAS A&M -A-		1	1		2805	1452		12521	200		200		11152	207
		2	1		4785	773		8301	143		143		19024	128
		3	1		5115	657		4351	365		365		20336	108
		4	2		7574	1536		8581	1043		1043		24928	294
*		5C	2		15283	2398		30071	434		434		40672	150
		6	2		14790	1397		13591	472		472	KOCHO	39360	150
12689 JANE		1	1		2296	1975		14801	495		495		4592	514
		2	1		10736	9158		88341	819		819		21472	3448
		3	1		11749	8007		82161	610		610		23498	8387
		4	1		11370	9735		97531	592		592		22740	11701

* DISPOSITION CODES BLANK PIPELINE 1 TRUCKS 2 TANK CARS OR BARGE 3 NET OIL FROM TANK CLEANING 4 CIRCULATING OIL 5 LOST 6 SEDIMENTATION 7 OTHER AND OR COMBINATION 8 SKIM OIL 9 SCRUBBER OIL

12671 CAROLINA

* DISPOSITION CODES: BLANK: PIPELINE; 1: TRUCKS; 2: TANK CARS OR BARGE; 3: NET OIL FROM TANK CLEANING; 4: CIRCULATING OIL; 5: LOST; 6: LEASE USE; 7: OTHER AND/OR COMBINATION

H 16

OIL PRODUCTION LEDGER

FIELD / OPERATOR / LEASE		DIST	SUB	NO WELLS FLOW	NO WELLS OTH	OIL BALANCE ALLOW	PROD	DISPOSITIONS									
GIDDINGS (AUSTIN CHALK)	34733 500			/CONTINUED/													
ANMEX PETROLEUM, INC.	020413			/CONTINUED/													
12671 CAROLINA				/CONT/													
			7	1		15252	9543	[illegible]		677		677					
*			8	1		12117	11892	12226		163		163					
*			9	1		13740	9758	9668		435		435					
			10	1		14198	9040	8985		490		490	KOCHO	11248			
12678 TEXAS A&M -A-			5C	2		15283	2398	3007		434		434					
			6	2		14790	1397	1356		472		472		3436			
			7	2		15283	1347	1358		461		461		4067			
			8	2		11346	1224	1190		495		495		4562			
			9	2		10980	1038	861		772		772		3938			
			10	2		12090	935	1018		689		689	KOCHO	81744			
12689 JANE			5C	1		11749	8193	8247		538		538		23307			
			6	1		11370	7584	7530		592		592		24744			
			7	1		11749	8257	8204		645		645		21478			
			8	1		10478	8911	9338		218		218		23478			
			9	1		10140	9428	9455		191		191		22743			
			10	1		10478	9353	9303		241		241	KOCHO	23478			
12733 LEHMANN			5C	1		3162	658	767		270		270		20336			
			6	1		3060	742	629		383		383		19680			
			7	1		3162	596	371		608		608		20336			
			8	1		1188	468	772		304		304		14432			
			9	1		1620	502	405		401		401		19680			
			10	1		1674	488	538		351		351	KOCHO	20336			
12750 NAN UNIT			5C	1		10168	1186	1476		454		454		20336			
			6	1		9840	1251	1414		291		291		19680			
			7	1		10168	1227	1189		329		329		20336			
			8	1		2635	1204	1090		443		443		20336			
			9	1		2550	911	971		383		383		19680			
			10	1		2635	1000	714		669		669	KOCHO	20336			
12784 NEIMANN UNIT			5C	1		10168	2284	2470		570		570		20336			
			6	1		9840	2012	2164		418		418		19680			
			7	1		10168	1977	2032		363		363		20336			
			8	1		5580	1876	1787		452		452		20336			
			9	1		5400	673	615		510		510		19680			
			10	1		5580	1572	1140		942		942	KOCHO	20336			
12812 SHARON UNIT			5C	1		10168	3478	3621		527		527		20336			
			6	1		9840	2647	2849		325		325		19680			
			7	1		10168	2220	1860		685		685		20336			
			8	1		10168	6923	7238		375		375		20336			
			9	1		9840	8557	8462		470		470		19680			
			10	1		10168	4230	4505		195		195	KOCHO	20336			
12859 SANDRA			5C	1		10168	1177	963		536		536		20336			
			6	1		9840	982	1182		336		336		19680			
			7	1		10168	618	638		316		316		20336			
			8	1		10168	359	392		265		265		20336			
			9	1		9840	211	215		259		259		19680			
			10	1		10168	289	183		291		291	KOCHO	[illegible]			
12925 RENEE UNIT			5C	1		6336	532	3009		313		[illegible]		[illegible]			
			6	1		7920	2675	2586		400		[illegible]		11840			
			7	1		8184	2232	2407		225		[illegible]		12568			
			8	1		8184	1965	[illegible]		[illegible]		[illegible]		13565			

OIL AND GAS PRORATION SCHEDULE LISTED BY OPERATOR JANUARY 1981

ARMEX PETROLEUM, INC.
BOX 10507
MIDLAND TX 79702

DAYS 31 FACTOR 100
CUMULATED THRU 12/22/80
STATUS DATE 11/01/80

OIL-WELLS 11-1

DIST	FIELD/LEASE NAME	LSE	NOV-BAL	WELL	DAILY-ALLOW OIL(BBL)	DAILY-ALLOW GAS(MCF)	MONTHLY-ALLOW OIL(BBL)	MONTHLY-ALLOW GAS(MCF)
03	GIDDINGS (AUSTIN CHALK)							
	SIMEK, GEORGE	11962	361	1	66#	902	2046	27962
	KUBENA, EUGENE	12182	656	1	5#	656	155	20336
	VICTORICK UNIT	12277	175	1	23#	656	713	20336
	BIRCH CREEK RAN	12330	542	1	328	656	10168	20336
				2	328	656	10168	20336
				LEASE TOTALS			20336	40672
	SMITH, HARVEY W	12337	661	1	44#	656	1364	20336
				2	46#	638	1426	19778
				3	281#	656	8711	20336
				4	328	656	10168	20336
				LEASE TOTALS			21669	80786
	FANCY	12433	152	1	10#	656	310	20336
	MAMIE	12449	186	1	6#	738	186	22878
	MARY"B"	12482	293	1	330#	750	10230	23250
	LINDA UNIT	12513	274	1	380#	762	11780	23622
	MASSEY-GRAVES	12627	701	1	304#	656	9424	20336
				2	328	656	10168	20336
				LEASE TOTALS			19592	40672
	VICKIE UNIT	12656	175	1	11#	656	341	20336
	BRACEWELL UNIT	12657	367	1	48#	656	1488	20336
	CAROLINA	12671	490	1	458x	1008	14198	31248
	TEXAS A&M -A-	12678	689	1A	38#	1312	1178	40672
				2	352#	1312	10912	40672
				LEASE TOTALS			12090	81344
	JANE	12689	241	1	338#	758	10478	23498
	LEHMANN	12733	361	1	54#	656	1674	20336
	MAN UNIT	12760	669	1	85#	656	2635	20336
	MEIMANN UNIT	12784	942	1	180#	656	5580	20336
	SHARON UNIT	12812	196	1	328	656	10168	20336
	SANDRA	12869	281	1	328	656	10168	20336
	RENEE UNIT	12926	449	1	264	528	8184	16368
	MUTHER UNIT	12966	206	1	33	66	1023	2046
	NANCY J UNIT	12967	73	1	TO PLUG			
	NICK	13025	536	1	328	656	10168	20336
				2	130#	656	4030	20336
				LEASE TOTALS			14198	40672
	KAREN UNIT	13049	537	1	177#	656	5487	20336
	JENNIFER ANN UN	13076	191	1	328	656	10168	20336
	SUSIE UNIT	13142	487	1	219x	656	6789	20336
	RUTH UNIT	13143	320	1	328	656	10168	20336
	DEBBIE UNIT	13144	302	1	328	656	10168	20336
	WALDECK UNIT	13145	272	1	77#	1312	2387	40672
	RICKEY "K"	13236	334	1	328	656	10168	20336
	JACK, BILLY	13241	151	1	24#	1312	744	40672
	SNOOK UNIT	13283		1	345#	1312	10695	40672
	JANELLE UNIT	13297	220	1	328	656	10168	20336

GEOSOUTHERN ENERGY CORP.
P O Box 95
BRENHAM, TX.
77833

121

May 25, 1982

Dear Interest Owner:

Enclosed please find a Division Order on the Brig. Em which is operated by GeoSouthern Energy Corporation.

Payment made in accordance with the interests as set out in the Division Order will be expedited if you will follow the instructions below:

(1) Sign your name or names as shown on the Division Order and have the signature or signatures witnessed by a disinterested party.

(2) Acknowledge your mailing address. If different, please indicate correction.

(3) Include the proper Social Security Number or Tax Identification Number, whichever is applicable.

One fully executed copy of the attached Division Order should be returned to the attention of the undersigned at the address shown above. The other copy is for your records.

If there are any questions regarding the above instructions or the attached Division Order, please contact Carol Thomas.

Yours truly,

GEOSOUTHERN ENERGY CORPORATION

Judi Vinson

Judi Vinson

JV/ct
Enclosures

(713) 836-5203

GEOSOUTHERN ENERGY CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated December 30, 1981

covering the Gig'Em #1 Well, Burleson County, John P. Coles A-12, Texas

Operated by GeoSouthern Energy Corp.

NAME	INTEREST	TYPE OF INTEREST
Commissioner General Land Office State of Texas	.20	RI
Ammoco	.0250	OR
Getty Oil	.0250	OR
NRG Exploration	.0250	OR
Ammex	.0250	OR
BEFORE PAYOUT		
GeoSouthern Energy Corp.	.155162	WI
Stanley L. King	.0140	WI
George Bishop	.016338	WI
Robert Paige	.0140	WI
Z. E. Aldridge	.0070	WI
Ricky Dilley	.00350	WI
Homer V. Harris	.00350	WI
Freddie J. Bagley	.00350	WI
Tom S. Lee	.0140	WI
Lowery Woodall	.0070	WI
Thomas W. Colbert	.04200	WI
Robert R. Rester	.0070	WI
Adams Sun Land	.0070	WI
Dr. Michael E. Jabaley	.00350	WI
John H. Williams	.00350	WI
Charles W. Witt	.00350	WI
Lafayette Productions, LTD.	.0070	WI
James L. McRae	.00350	WI
Austin, LTD.	.0805	WI
William W. Bush	.0140	WI
Lib Vanderford	.0350	WI
Robert I. Turner and/or Mary K. Turner	.0035	WI

GEOSOUTHERN ENERGY CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated December 30, 1981

covering the Gig'Em #1 Well, Burleson County, John P. Coles A-12, Texas

Operated by GeoSouthern Energy Corp.

NAME	INTEREST	TYPE OF INTEREST
BEFORE PAYOUT (Cont.)		
James Pat Craft	.0035	WI
Mary Geo. W. McMullan	.0070	WI
Dink R. Gibson, Jr.	.0070	WI
William A. Pittman	.0070	WI
W. P. McMullan, Jr.	.0175	WI
Paul W. McMullan	.0350	WI
Morgan Brothers	.0140	WI
George W. Taylor, Jr.	.0070	WI
John R. Hubbard	.0070	WI
Uree Garner	.0140	WI
Oil & Gas Associates	.0070	WI
James D. Roberts	.0070	WI
Clyda Akins	.0070	WI
David P. Martin	.0070	WI
Gus Faris	.0070	WI
James Chaddick	.0070	WI
Edna Crumpton and/or Cecil Crumpton	.0070	WI
William R. Grant	.0070	WI
Windell Kennedy	.0070	WI
Billy L. Bryant and/or Patsy J. Bryant	.0140	WI
Roger A. Jordan and/or Mary Barron Jordan	.0070	WI
J. O. Tillson and/or Louise Tillson	.0070	WI
D. E. Ingram	.0070	WI
Bryan E. Sullivan	.0070	WI
Thomas E. Brown	.0070	WI
Billy John Crumpton	.0070	WI
Robert L. Abney	.0140	WI

GEOSOUTHERN ENERGY CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated December 30, 1981

covering the Gig'Em #1 Well, Burleson County, John P. Coles A-12, Texas

Operated by GeoSouthern Energy Corp.

NAME	INTEREST	TYPE OF INTEREST
AFTER PAYOUT		
GeoSouthern Energy Corp.	.135764	WI
Stanley L. King	.01225	WI
George Bishop	.014296	WI
Robert Paige	.01225	WI
Z. E. Aldridge	.006125	WI
Ammex	.04375	WI
NRG Exploration, Inc.	.04375	WI
Ricky Dilley	.0030625	WI
Homer V. Harris	.0030625	WI
Freddie J. Bagley	.0030625	WI
Tom S. Lee	.01225	WI
Lowery Woodall	.006125	WI
Thomas W. Colbert	.03675	WI
Robert R. Rester	.006125	WI
Adams Sun Land	.006125	WI
Dr. Michael E. Jabaley	.0030625	WI
John H. Williams	.0030625	WI
Charles W. Witt	.0030625	WI
Lafayette Productions, LTD.	.006125	WI
James L. McRae	.0030625	WI
Austin, LTD.	.07044	WI
William W. Bush	.01225	WI
Lib Vanderford	.030625	WI
Robert I. Turner and/or Mary K. Turner	.0030625	WI
James Pat Craft	.0030625	WI
Mary Geo. W. McMullan	.006125	WI
Dink R. Gibson, Jr.	.006125	WI
William A. Pittman	.006125	WI
W. P. McMullan, Jr.	.0153125	WI

GEOSOUTHERN ENERGY CORPORATION

DIVISION ORDER ATTACHMENT

Attached to and forming part of Division Order dated December 30, 1981

covering the Gig'Em #1 Well, Burleson County, John P. Coles A-12, Texas

Operated by GeoSouthern Energy Corp.

NAME	INTEREST	TYPE OF INTEREST
After Payout (Cont.)		
Paul W. McMullan	.030625	WI
Morgan Brothers	.01225	WI
George W. Taylor, Jr.	.006125	WI
John R. Hubbard	.006125	WI
Uree Garner	.01225	WI
Oil & Gas Associates	.006125	WI
James D. Roberts	.006125	WI
Clyda Akins	.006125	WI
David P. Martin	.006125	WI
Gus Faris	.006125	WI
James Chaddick	.006125	WI
Edna Crumpton and/or Cecil Crumpton	.006125	WI
William R. Grant	.006125	WI
Windell Kennedy	.006125	WI
Billy L. Bryand and/or Patsy J. Bryant	.01225	WI
Roger A. Jordan and/or Mary Barron Jordan	.006125	WI
J. O. Tillson and/or Louise Tillson	.006125	WI
D. E. Ingram	.006125	WI
Bryan E. Sullivan	.006125	WI
Thomas E. Brown	.006125	WI
Billy John Crumpton	.006125	WI
Robert L. Abney	.01225	WI

WITNESS	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ACCOUNT NUMBER

CURRENT ADDRESS: _____

_____

_____

AMMEX PETROLEUM, INC.
MIDLAND, TEXAS 79702

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.

DELUXE - FORM WVC-3 V-3

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT	DEDUCTIONS		NET AMOUNT
				PARTICULARS	AMOUNT	
7/9/81		Filing Fee for Partial Assignment of Oil and Gas Lease from Getty/ Amoco re Texas A&M"A" No. 2 well				133139 $5.00

171

V-3

AMMEX PETROLEUM, INC.
OIL & GAS DISBURSEMENTS
MIDLAND, TEXAS 79702

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.

122

DELUXE - FORM WVC-3 V-5

DATE	DESCRIPTION	AMOUNT	DISTRIBUTIONS ACCT. NO.	DISTRIBUTIONS AMOUNT
9-3-81	Total Delinquency Penalty Due Ammex Petroleum Lease No 31000 and 37000. State of Texas Lease No. M74151		1430	13,397.66

EMPLOYEE_____

PERIOD ENDING	TOTAL EARNINGS	DEDUCTIONS: SOCIAL SECURITY TAX	WITHHOLDING U. S. INC. TAX							TOTAL DEDUCTIONS	NET PAY

V-5

$ REMITTANCE DISTRIBUTION - DO NOT FILE $

NAME	REMITTANCE DESCRIPTION: REFER	TYPE	MO	DAY	YR	FISCAL YEAR	REGISTER NUMBER	AMOUNT
AMMEX PET INC	122		09	05	81	82	1430	13,397.66

FILE NUMBER	CONTROL NO.	AMOUNT	FILE NUMBER	CONTROL NO.	AMOUNT

Division Order M-74151 BR

TO: MW Petroleum Corportian ("Company")
2000 Post Oak Suite 100
Houston, Texas 77056-4400

DATE: April 24, 1992
EFFECTIVE DATE: April 4, 1992
DIVISION ORDER NO.: 1000089-01

Each of the undersigned ("Owner") certifies and guarantees that he is the legal Owner, and hereby warrants title to, his respective interest, as set out on the attached Exhibit "A" hereto, in the oil (which term includes all liquid hydrocarbons) and in the proceeds realized from the sale of gas (which term includes all casinghead and other gaseous hydrocarbons) produced and saved or deemed to be produced and saved from the Lease, Unit and/or well (the "Property") described as:

Property: Tamu #1

Legal Description: John P. Coles Survey, Burleson County, Texas
Plat attached

PLEASE SEE EXHIBIT "A" ATTACHED

From the effective date stated above, and until further notice, Company is hereby authorized and directed to purchase and receive oil and to give credit for proceeds realized from the sale of gas produced from the above Property to each Owner signing this Division Order in the respective proportions set forth on the attached Exhibit "A" which is incorporated herein by this reference. Each Owner signing this Division Order in the space provided below agrees to be bound by the provisions which follow.

WITNESS/ATTEST:	OWNER SIGNATURE:	SOCIAL SECURITY OR TAX I.D. NUMBER:
_____	By: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____
_____	By: _____	_____
_____	TITLE: _____	ADDRESS: _____
		_____

This Copy For Your File

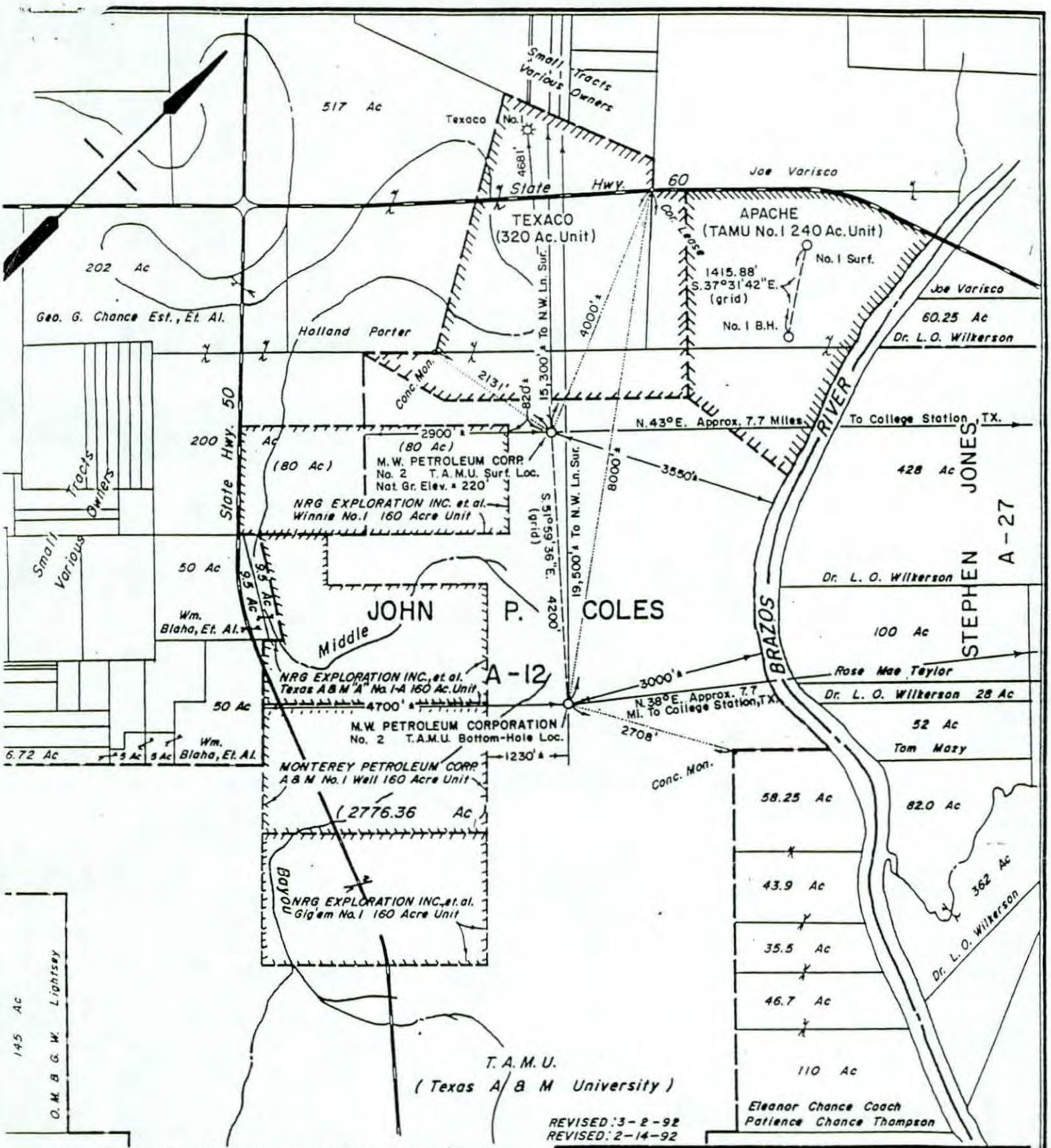
MW PETROLEM CORPORATION
DIVISION ORDER EXHIBIT A
RQST-ID : BBR

WELL ZONE NBR : WZ49899
PROPERTY NAME : TAMU #1 PRODUCT : GAS
PROPERTY NBR : 1000089-01 DECK CODE : M1

OWNER/	NAME/ADDRESS	DECIMAL	INT TYP	PAY STA
-	APACHE CORPORATION *** NO ADDRESS FOUND ***	0.40000000	TI	Y
0022286-01	TEXACO EXPLORATION & PROD INC % TEXAS COMMERCE BANK PO BOX 200778 HOUSTON TX 7721616	0.40000000	WI	Y
0099129-01	COMMISSIONER OF GENERAL LAND O FOR TEXAS A&M UNIVERSITY SYSTM STEPHEN F AUSTIN BLDG 1700 N CONGRESS AUSTIN TX 78701	0.20000000	RI	Y
		1.00000000		

PLEASE BE SURE YOUR CORRECT MAILING ADDRESS TO WHICH YOU WANT YOUR CHECKS SENT IS SHOWN ON THIS DIVISION ORDER.

1.00000000



REVISED: 3-2-92
REVISED: 2-14-92

THE ABOVE PLAT SHOWS THE M.W. PETROLEUM CORPORATION NO. 2 SURFACE LOCATION ON A PORTION OF THE T.A.M.U. 3192.06 ACRE LEASE TRACT AS HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ABOVE. THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS 6th. DAY OF FEBRUARY, 1992.

FORD ENGINEERING FIRM
CIVIL ENGINEERS AND SURVEYORS

By Durward Hail Ford

M. W. PETROLEUM CORPORATION

NO. 2 SURFACE LOCATION
T.A.M.U. 3192.06 ACRE LEASE TRACT
JOHN P. COLES SURVEY, A-12
BURLESON COUNTY, TEXAS

FORD ENGINEERING FIRM		VICTORIA, TEXAS
SCALE: 1" = 2000'	DATE: 2-6-92	JOB NO.: 1-292-M

GIDDINGS/AUSTIN CHALK-) FIELD

TEXACO EXPLORATION AND PRODUCTION INC.
OIL AND GAS DIVISION ORDER

M-74151

NO. 91-520-879 (GAS)

Effective 7 A.M. February 2, 1992

TO TEXACO EXPLORATION AND PRODUCTION INC.

Each of the undersigned hereby warrants that he is the owner of the interest set out opposite his name in the oil produced from and in the proceeds of the gas sold from or used off the lease or unit known as:

APACHE CORPORATION - OPERATOR
TAMU WELL NO. 1

which lease or unit covers and includes the land described as follows, to wit:

240 ACRE UNIT OUT OF THE JOHN P. COLES SURVEY, BURLESON COUNTY, TEXAS

located in the County of BURLESON State of Texas, hereinafter referred to as "property" as follows:

Credit To	Division of Interest	Post Office Address
TEXACO EXPLORATION AND PRODUCTION INC.	1/2 OF 4/5 OR .4000000 NWI	
OWNER NO. 000182850-8:		
STATE OF TEXAS - GAS COMMISSIONER OF GENERAL LAND OFFICE	1/2 OF 1/5 OR .1000000 RI	STEPHEN F AUSTIN BLDG 1700 N CONGRESS AVE #835 AUSTIN, TX 78701
OUTSIDE INKIND OWNER	.5000000 GWI	

Until further written notice you are authorized, for your own account, to receive such oil into your possession or the possession of any person or corporation designated by you, the oil so received to be run and measured in accordance with customary pipeline rules and regulations including those of the governmental agency having recognized jurisdiction over or control of the production and handling of crude oil in such area. You or your nominee will receive only oil which, in your exclusive opinion or that of your nominee, is merchantable and you may require well owners to treat or steam any unmerchantable oil at well owners' expense, before acceptance hereunder.

The oil run hereunder shall, on the terms herein stated, become your property immediately upon being received into your possession or the possession of your designated nominee; and you agree to receive the oil run hereunder and, subject to the further provisions hereof, to pay the respective owners therefor according to the division of interest herein indicated, either at your posted per barrel (42 gallons) field price for similar crude prevailing for the field where produced on the date of each respective run, or, if the oil is purchased by a nominee, the price to be paid shall be the same price received from such nominee, or if you do not post a price for such oil, the price to be paid shall be an agreed price, and in the absence of a pipeline connection all prices are subject to deduction of barging or trucking costs and the applicable transportation tax thereon, settlements and payments to be made monthly by your check or draft mailed to the respective persons interested to the addresses given herein, provided, however, that you may, at your option, hold without interest, and remit annually for the aggregate of 12 months' accumulation of monthly accruals of amounts less than $25.00.

In making settlements for the interest of the undersigned in the proceeds from the sale of gas, you are authorized to use the market value at the wells for the gas sold or used off the property or the net proceeds received by you at the wells when the gas is sold at the wells. You are authorized to make a fair and reasonable charge for compressing, and making merchantable the undersigned's share in the gas sold off the property, said charge to be shown as a proper deduction from the gross amount to determine the market value at the well currently payable as royalty.

PFM - 11/09/92
LEASE NO. 317063

YOUR COPY

the oil and the interests in net proceeds from sale of gas sold, or used off the property credited to him according to the division of interest herein indicated as well as all interests in production of oil from all interests in the proceeds from the sale of gas sold, or used off said property, hereafter acquired by him, (2) agrees to furnish an abstract of title, and (3) in case of an adverse claim or claims to the oil run to his credit, or his interest in the net proceeds from the sale of the gas sold, or used off the property, or any part thereof, or to the property which the oil run to his credit, or the gas sold, or used off the property, is produced, agrees to furnish indemnity satisfactory to you against all adverse claims, and hereby authorizes you to retain all proceeds accruing to the dispute as to the ownership of the production involved is settled. TEXACO EXPLORATION AND PRODUCTION INC. is hereby relieved of any responsibility for determining when any of the interests herein set forth shall revert to other parties as a result of the completion or discharge of money or other payments from said interests. It is understood that any vendee or assignee of any interest in said property or the production thereof, shall take subject to the terms from the sale of gas sold or used off the property, until written notice thereof shall be furnished you in the form of the original or a certified copy of the instrument by which said sale or assignment was made.

The word 'OIL' as used herein is hereby declared to include all liquid hydrocarbons purchased hereunder, and the word 'GAS' as used herein is hereby declared to include all gaseous substances including oil well gas (casinghead gas) purchased hereunder.

The undersigned hereby expressly ratify and confirm the division of interest as herein set forth, as well as the oil, gas and mineral lease or leases pursuant to which oil and gas from the property is being produced and sold, any amendments and supplements to such lease or leases including any designations, declarations or agreements creating the unit including the above described property, if such be the case.

The provisions hereof shall be binding upon and inure to the benefit of all parties who execute this instrument, their heirs, successors, and assigns, whether or not all owners listed above execute same, and no subsequent change of ownership from that set out above, however accomplished, shall have any effect to change the binding force of the agreements herein made with reference to said lease or leases or the said instrument creating said unit, as the case may be. A counterpart hereof may be executed by any party or parties, and all counterparts so executed shall be considered as one original instrument.

The division order is dated and signed as of the date shown above and shall be effective as to each of the undersigned as of said date.

WITNESSES: (Two for each owner)

	OWNERS:	**Owner's Tax ID or Social Security Number**
1. _____	STATE OF TEXAS - GAS COMMISSIONER OF GENERAL LAND OFFICE	74-6000108
2. _____	BY: _____ OWNER NO. 000182850	
1. _____	_____	_____
2. _____	_____	
1. _____	_____	_____
2. _____	_____	

PFM- 11/09/92
S:\PFM\WPFILES\TAMU.DO

2000 POST OAK BLVD.
SUITE 100
HOUSTON, TX 77056-4400

Form **W-9**
(Rev. July 1984)
Department of the Treasury
Internal Revenue Service

Payer's Request for Taxpayer Identification Number and Certification

Give This Form to the Payer, Middleman, Broker, or Barter Exchange

Please print or type

Name as shown on account (If joint account, list first and circle the name of the person or entity whose number you enter in Part I below.)

Address

City, State, and ZIP code

List account number(s) here ▶

Telephone ( )

Part I Taxpayer Identification Number—For All Accounts

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number. If you do not have a number, see *How to Obtain a TIN.*

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on which number to give the payer.*

Social security number

OR

Employer identification number

Part II For Payees Exempt From Backup Withholding (See Instructions)

Check one of the following:

___ Corporation
___ U S Citizen or Res Ali
___ Nonresident Alien
___ Other

Certification.—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see *Certification* under *Specific Instructions.*)

Please Sign Here Signature ▶ Date ▶

Instructions

(Section references are to the Internal Revenue Code.)

Purpose of Form

Complete this form and give it to the payer of interest, dividends, and certain other payments (including broker and barter exchange transactions) so that you will not be subject to the 20% backup withholding that became effective January 1, 1984.

Use this form to report and certify your taxpayer identification number (TIN) to the payer, to certify that you are not subject to backup withholding because of underreporting interest and dividends on your tax return, and to claim exemption from backup withholding if you are an exempt payee.

If you do not complete this form properly and return it to the payer, the payer may be required to withhold 20% of payments made to you.

Note: *If a payer gives you a form other than a W-9 to request your TIN, you must use the payer's form.*

What Is Backup Withholding

The Interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and pay to IRS 20% of payments of interest, dividends, and certain other payments under certain conditions. This is called "backup withholding." If you give the payer your correct TIN, certify your TIN when required, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the payer, or

(2) IRS notifies the payer that you furnished an incorrect TIN, or

(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or

(4) You fail to certify to the payer that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or

(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See *Payees and Payments Exempt from Backup Withholding,* on this page, and *Exempt Payees and Payments* under *Specific Instructions,* on page 2, if you are an exempt payee.

How to Obtain a TIN

If you do not have a TIN, you should apply for one immediately. To apply for the number obtain **Form SS-5,** Application for a Social Security Number Card (for individuals), or **Form SS-4,** Application for Employer Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the payer. You will then have 60 days to obtain a TIN and furnish it to the payer. During the 60-day period, the payments you receive will not be subject to the 20% backup withholding. However, if the payer does not receive your TIN from you within 60 days, backup withholding will begin and continue until you furnish your TIN to the payer.

Note: *Writing "Applied For" on the form means that you have already applied for a TIN, OR that you intend to apply for one in the near future.*

As soon as you receive your TIN, complete another Form W-9, include your new TIN, sign and date the form, and give it to the payer.

Payees and Payments Exempt from Backup Withholding

The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt. For broker transactions, payees listed in (1) through (13), and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if paid to payees described in items (1) through (6), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA).

(3) The United States or any agency or instrumentality thereof.

(4) A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.

(5) A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.

(6) An international organization or any agency or instrumentality thereof.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

Payments of **dividends** and **patronage dividends** generally not subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of **interest** generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. **Note:** *You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.*
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6042, 6044, 6045, 6049, and 6050A.

Penalties

Failure to Furnish TIN.—If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Failure to Include in Income Dividend and Interest Payments.—If you fail to include any portion of an includible payment of interest, dividends, or patronage dividends in gross income, and the payment was reported to you by the payer, such failure will be treated as being due to negligence, and you will be subject to a penalty of 5% on any portion of an underpayment attributable to that failure unless there is clear and convincing evidence to the contrary.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name.—Be sure to enter your correct name. If you are an individual and your name has changed, for example, because of marriage, contact the Social Security Administration to report your new name.

Certification.—

(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983.—You are not required to sign the certification, however, you may do so. You are required to provide your correct TIN.

(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983.—You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the payer, you must cross out item (2) in the certification before signing the form.

(3) Other Payments.—You are required to furnish your correct TIN, but you are not required to sign the certification. Other payments include payments made in the course of the payer's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

(4) Exempt Payees and Payments.—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, cross out item (2) of the certification, sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the payer a completed **Form W-8**, Certificate of Foreign Status.

(5) TIN "Applied For."—Follow the instructions under *How to Obtain a TIN*, sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

What Number to Give the Payer

For this type of account:	Give the SOCIAL SECURITY number of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship	The owner[3]

For this type of account:	Give the EMPLOYER IDENTIFICATION number of:
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)[4]
7. Corporate	The corporation
8. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish.

[2] Circle the minor's name and furnish the minor's social security number.

[3] Show the name of the owner.

[4] List first and circle the name of the legal trust, estate, or pension trust.

Note: *If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.*

☆ U.S. Government Printing Office: 1986—483-300 23-4916750

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843-1118

November 29, 1982

Office of the
SYSTEM COMPTROLLER

Ms. Iris M. Amaya
Receiver, General Accounting
General Land Office
Austin, Texas 78701

121

Dear Ms. Amaya:

Enclosed are copies of Form MA-1, Oil and Condensate Report, and supporting statements applicable to the Gig 'Em #1 and Winnie #1 wells on State Lease No. M-74151, Burleson County, Texas.

In accordance with the supporting statements, the royalty payments were calculated based on net value after deduction for taxes rather than gross value. We ask that you please review the enclosed documents; and, if appropriate, advise GeoSouthern Energy Corp. to submit corrected Forms MA-1's and adjusted royalty payments.

If we can be of further assistance or if you desire additional information, please let us know.

Yours very truly,

L. J. Valigura
Director of Finance

LJV:sk

Enclosures

see A&M letter dated 11-30-82

DATE: 5-26-83 BY A H

TO: Geo Southern Energy Grp.
PO Box 95
Brenham, Tx 77833

ATTENTION: Oil Acctg Mgr.

RE: STATE LEASE M- 74151
LEASE Gig'Em #1 + Winnie #1
FIELD Giddings (Austin Chalk)
COUNTY Burleson

A-12

GENTLEMEN:

① Oil
② 4/82 - ~~4/83~~
③ 4/83
④ 19,697.95
⑤ 16,235.49
⑥ ~~3642~~ 3462.46
⑦ 6/82
⑧ 5/83

cc: Texas A&M University System
College Station, Tx 77843-1118
Attn: L. J. Valigura

Koch Oil Co.
PO Box 2256
Wichita, Kansas 67201
Oil Acctg Mgr.

Mesa Pipeline Co.
Two Allen Center, Ste. 2950
Houston, Tx 77002
Oil Acctg Mgr.

$ REMITTANCE DISTRIBUTION - DO NOT FILE $

NAME	REMITTANCE DESCRIPTION REFER	TYPE	MO	DAY	YR	FISCAL YEAR	REGISTER NUMBER	AMOUNT
KOCH OIL CO	122		05	07	83	83	115464	26,257.98

	FILE NUMBER	CONTROL NO	AMOUNT		FILE NUMBER	CONTROL NO	AMOUNT
6/82	74151	1370	3,698.08	1/83	74151	1370	1,150.44
7/82	✓	✓	3,464.04	2/83	✓	✓	1,131.12
8/82	✓	✓	4,654.01				
9/82	✓	✓	3,502.26				
10/82	✓	✓	2,954.83				
11/82	✓	✓	2,270.58				
12/82	✓	✓	3,432.62				

OIL COMPANY, WICHITA, KANSAS

G. & E.M.

MO.	YR.	LEASE	OWNER	NET BARRELS	TOTAL TAX	NET VALUE	OWNER'S AMOUNT
06	82	034608	0010960	660.75	973.86	20,170.14	4,034.03
06	82	034608	0010960		WINDFALL TAX		335.95-
07	82	034608	0010960	617.14	909.59	18,838.89	3,767.78
07	82	034608	0010960		WINDFALL TAX		303.74-
08	82	034608	0010960	829.14	1222.04	25,310.44	5,062.09
08	82	034608	0010960		WINDFALL TAX		408.08-
09	82	034608	0010960	623.95	919.62	19,046.78	3,809.35
09	82	034608	0010960		WINDFALL TAX		307.09-
10	82	034608	0010960	511.38	777.23	16,098.31	3,219.66
10	82	034608	0010960		WINDFALL TAX		264.83-
11	82	034608	0010960	392.96	597.25	12,370.43	2,474.09
11	82	034608	0010960		WINDFALL TAX		203.51-
12	82	034608	0010960	608.64	897.06	18,579.42	3,715.89
12	82	034608	0010960		WINDFALL TAX		283.27-
01	83	034608	0010960	201.84	297.49	6,161.39	1,232.28
01	83	034608	0010960		WINDFALL TAX		81.84-
02	83	034608	0010960	203.56	290.66	6,019.70	1,203.94
02	83	034608	0010960		WINDFALL TAX		72.82-

115464

CONTINUATION STATEMENT
OF CRUDE PURCHASES

THIS TOTAL APPEARS ON CHECK → $ 26,257.98

STATEMENT OF CRUDE PURCHASES **Koch Oil Company** P. O. BOX 2256, WICHITA, KANSAS 67201 REFER TO OWNER NO. WHEN WRITING

MO.	YR.	LEASE	OWNER	NET BARRELS	TOTAL TAX	NET VALUE	OWNER'S AMOUNT
			CC10960	SEE	DETAIL ATTACHED	115464	26,257.98

122

DETACH HERE AND KEEP FOR YOUR RECORDS

Winnie

STATEMENT OF CRUDE PURCHASES **Koch Oil Company** P. O. BOX 2256, WICHITA, KANSAS 67201 REFER TO OWNER NO. WHEN WRITING

MO.	YR.	LEASE	OWNER	NET BARRELS	TOTAL TAX	NET VALUE	OWNER'S AMOUNT
06	82	098022	0006847	614.32	905.43	18752.81	1,875.28
07	82	098022	0006847	623.17	918.48	19022.96	1,902.30
08	82	098022	0006847	818.19	1205.91	24976.17	2,497.62
09	82	098022	0006847	617.54	910.18	18851.10	1,885.11
10	82	098022	0006847	413.60	628.62	13020.18	1,302.02
							-9,462.33 *

40512

12.8.82

122

DETACH HERE AND KEEP FOR YOUR RECORDS

THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS 77843-1118

Office of the
SYSTEM COMPTROLLER

March 8, 1983

Ms. Iris M. Amaya
Receiver, General Accounting
General Land Office
Austin, Texas 78701

Re: State Lease No. M-74151
Burleson County, Texas
Fund No. 95

Dear Ms. Amaya:

In accordance with our records, the following royalty payments for oil production from the Gig'Em No. 1 well on the referenced lease have not been received from GeoSouthern Energy Corporation:

Production Month	Royalty Amount
April, 1982	$ 4,666.75
May, 1982	6,075.20
June, 1982	4,228.80
July, 1982	3,949.70
August, 1982	5,306.50
September, 1982	3,993.28
October, 1982	3,375.11
November, 1982	2,593.54
December, 1982	3,895.30
Total	$38,084.18

We ask that you please review your receipt records regarding the above royalty payments; and, if the payments have been received, please furnish copies of appropriate schedules reflecting recording data. If the payments have not been received, please advise the procedures implemented to collect delinquent royalty payments.

Yours very truly,

L. J. Valigura
Director of Finance

LJV:maw

call Valigura on 3-22-83
send copies of additional royalty due to Valigura when GLO bills

THE TEXAS A&M UNIVERSITY SYSTEM

COLLEGE STATION, TEXAS 77843-1118

November 30, 1982

Office of the
SYSTEM COMPTROLLER

121

Ms. Iris M. Amaya
Receiver, General Accounting
General Land Office
Austin, Texas 78701

Re: State Lease No. M-74151
Burleson County, Texas
Fund No. 95

Dear Ms. Amaya:

In accordance with our records, the following royalty payments for oil production from two wells on the referenced lease have not been received from GeoSouthern Energy Corporation:

	Royalty Amount	
Production Month	Gig 'Em No. 1	Winnie No. 1
April, 1982	$ 4,666.75	$ 2,842.05
May, 1982	6,075.20	3,090.43
June, 1982	4,228.80	1,965.82
July, 1982	3,949.70	1,994.14
August, 1982	5,306.50	2,618.21
September, 1982	3,993.28	1,976.13
TOTALS	$28,220.23	$14,486.78

We ask that you please review your receipt records regarding the above royalty payments; and, if the payments have been received, please furnish copies of appropriate schedules reflecting recording data.

Yours very truly,

L. J. Valigura
Director of Finance

LJV/dm

Enclosures

I called Valorie Holmes on 12-2-82 who has been filing MA-1s as agent for Geo Southern Energy Corp. The above royalty has not been paid due to a division order dispute. She told me all royalty will be paid by Geo Southern by the end of 12-82.

Billy Lancaster

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

UPA170032

Unit Number	*8614*				
Operator Name	*WildHorse Resources Management Company, LLC*			*Effective Date*	*07/23/2015*
Customer ID	*C000087767*			*Unitized For*	*Oil And Gas*
Unit Name	*Mackey #1H Unit*			*Unit Term*	
County 1	*Burleson*	*RRC District 1*	*03*	*Old Unit Number*	*Inactive Status Date*
County 2		*RRC District 2*			
County 3		*RRC District 3*			
County 4		*RRC District 4*			
Unit type	*Permanent*				
State Net Revenue Interest	*Oil*	*0.00669571*			
State Part in Unit		*0.03347853*			
Unit Depth	*Specified Depths*				
From Depth	*8734*				
To Depth	*9156*				

Well

Formation *Base of Austin Chalk to Top of Buda*

Participation Basis *Surface Acreage*

If Excluions Apply: See Remarks

Lease Number	*Tract No*	*Lease Acres in Unit*	*Total Unit Acres*	*Tract Participation*	*O/G*	*Lease Royalty*	*NRI of Lease in Unit*	*Royalty Rate Reduction Clause*
MF074151	18	14.910000	445.360000	0.03347853	O/G	0.20000000	0.00669571	No

API Number

4205133862

Remarks: Texas A&M Land, unit being set up for accounting purposes.

Prepared By:		*Prepared Date:*	9/27/17
GLO Base Updated By:		*GLO Base Date:*	9/27/17
RAM Approval By:		*RAM Approval Date:*	9/27/17
GIS By:	MC	*GIS Date:*	10-2-17
Well Inventory By:		*WI Date:*	9/27/17

Pooling Committee Report

To:	School Land Board	UPA170032
Date of Board Meeting:	09/05/2017	Unit Number: 8614
Effective Date:	07/23/2015	
Unit Expiration Date:		
Applicant:	WildHorse Resource Management Co., LLC	
Attorney Rep:		
Operator:	Wildhorse Resource Management Co., LLC,	
Unit Name:	Mackey #1H Unit	
Field Name:	AGUILA VADO (EAGLEFORD)	

County: Burleson

Lease Type	Lease Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres In Unit	Royalty Participation
A&M	MF074151	0.20000000	01/25/1980	3 years	3,112.060000	14.910000	0.00669571

Private Acres:	430.450000
State Acres:	14.910000
Total Unit Acres:	445.360000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	3.35%
State Net Revenue Interest:	0.67%

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

RRC Rules:	Spacing Acres:
Yes	80 + Rule 86

Working File Number: UPA170032

REMARKS:

- WildHorse Resources Management Company, LLC is requesting permanent oil and gas pooling from the base of the Austin Chalk Formation, at a depth of 8,734 feet, to the top of the Buda Limestone Formation, at a depth of 9,156 feet, as seen on the Anna Unit #1 well log (API 42-051-32062).
- The unit well was completed August 29, 2015. It has produced 65,420 BO and 186,531 MCF through April, 2017.
- With Board approval of this unit, the State's unit royalty participation will be .67%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Mary Smith - Office of the Attorney General	Date
Robert Hatter - General Land Office	Date
Diane Morris - Office of the Governor	Date

September 5, 2017
Unit
8614
MF074151

Wild Horse Resources Management Co., LLC
"Mackey #1H Unit"

Aguila Vado
(Eagleford)
Burleson County

AS-DRILLED WELL PLAT
PMO
MACKEY 1H
445.36 ACRE UNIT

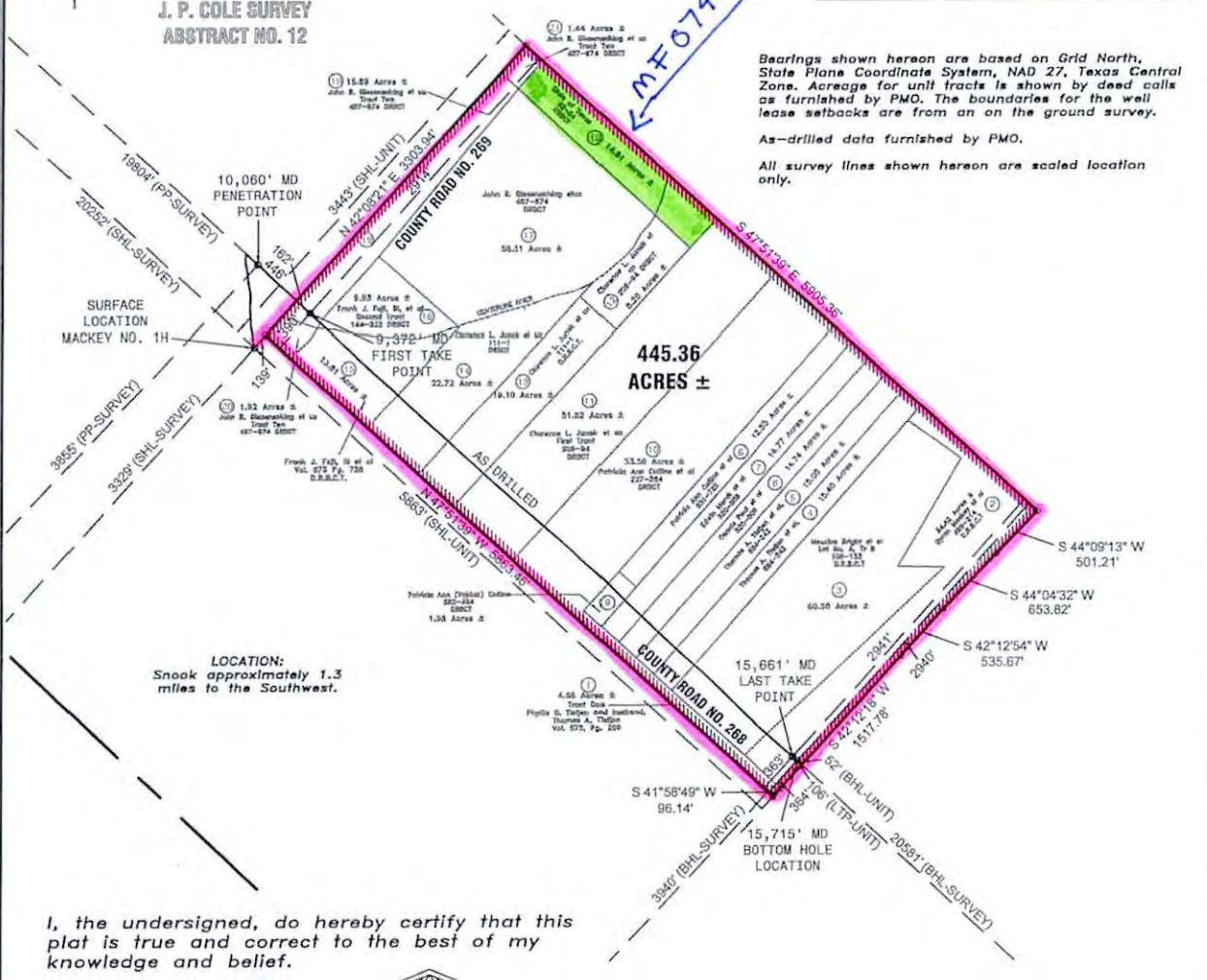
J. P. COLE SURVEY, A-12
BURLESON COUNTY, TEXAS

SURFACE LOCATION	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE	TX. CENTRAL ZONE
LAT: 30° 30' 14.547"	LAT: 30° 30' 13.812"
(LAT: 30.504041 N)	(LAT: 30.503837 N)
LONG: 96° 27' 02.136"	LONG: 96° 27' 01.261"
(LONG: 96.450593 W)	(LONG: 96.450350 W)
Y: 10168389.59'	Y: 325807.52'
X: 3519079.76'	X: 3222600.53'

BOTTOM HOLE LOCATION	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE	TX. CENTRAL ZONE
LAT: 30° 29' 38.063"	LAT: 30° 29' 37.326"
(LAT: 30.493906 N)	(LAT: 30.493702 N)
LONG: 96° 26' 10.461"	LONG: 96° 26' 09.587"
(LONG: 96.436239 W)	(LONG: 96.435996 W)
N: 10164864.06'	Y: 322282.03'
E: 3523726.55'	X: 3227247.33'

LEGEND

Unit Line
Abstract Line



LOCATION:
Snook approximately 1.3 miles to the Southwest.

Bearings shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone. Acreage for unit tracts is shown by deed calls as furnished by PMO. The boundaries for the well lease setbacks are from an on the ground survey.

As-drilled data furnished by PMO.

All survey lines shown hereon are scaled location only.

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

November 5, 2015

Shane Graham
R.P.L.S. No. 6044

STATE OF TEXAS
REGISTERED
SHANE GRAHAM
6044
PROFESSIONAL
LAND SURVEYOR

0 1000' 2000'
(SCALE: 1" = 1000')

© Copyright 2013 1519 Surveying, LLC. The content, color, and style of this plat protected by Copyright and all rights are reserved.

1519 Surveying, LLC
3034 Franklin Ave., Ste. A Waco, TX 76710 Ph: 254-776-1519 TBPLS Firm# 10193968

1519 Job: 7158 | Drawn By: SG
Sheet 1 of 1
Property Address:
Burleson County, Texas

Rev.	Date	Description	By

1519
www.1519surveying.com
www.1519gis.com

PETROMAX OPERATING COMPANY, INC.
(MACKEY #1H)
UNIT DESIGNATION

STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BURLESON }

THAT, the undersigned, being the owners of undivided interests in certain valid and subsisting Oil, Gas and Mineral Leases listed in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases"), and affecting certain tracts of land in Burleson County, Texas, by virtue of the authority conferred by the terms of said Leases and all amendments thereto, limited as set forth in Exhibit "A" thereof, do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the Leases, insofar and only insofar as they cover production from the **"Eagle Ford Formation."** As used herein the Eagle Ford Formation shall mean the stratigraphic equivalent of the following interval, hereby deemed to be one and the same formation: from the base of the Austin Chalk formation at a measured depth of 8,734 feet to the top of the Buda limestone formation at a measured depth of 9,156 feet, as shown on the reference log dated January 22, 1982 for the Anna Unit #1 Well, API # 42-051-32062 dated located in Burleson County, Texas. The undersigned do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE that portion of the Leases as hereinabove set out, only insofar as they cover production from the lands set out and outlined in the plat attached hereto as Exhibit "B," and more particularly described in Exhibit "C" attached hereto (collectively "Unit Acreage") and do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the royalties, working interests, overriding royalties, production payments, and other interests pertaining to the Unit Acreage and the production therefrom, insofar, and only insofar, as the Leases and other interests cover and include all oil, gas, condensate, distillate, and all other hydrocarbons of whatsoever nature, kind or character (whether in liquid, gaseous, or vaporous state) and gas rights as hereinabove defined, (the "Pooled Interests"), in and under such Unit Acreage to form a single pooled unit known as the "**MACKEY #1H UNIT**" (hereinafter the "Unit"), containing four hundred forty-five and thirty-six one hundredths (445.36) acres, for the production of the Pooled Interests.

The production of the Pooled Interests from a well from any part of the Unit shall constitute production of such products from all of the Leases or minerals owned by the undersigned contained in the Unit. Drilling or reworking operations, or other operations conducted on any lands or lease within the Unit for the production of the Pooled Interests covered by this unit designation from the Unit shall constitute such operations for the production of Pooled Interests on all lands and leases included within the Unit.

All oil, gas, condensate, distillate, and other hydrocarbon products (whether in liquid, gaseous, or vaporous state) produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit, in the proportion that the number of acres in each of such tracts which are included in the Unit bears to the total number of acres in such Unit, and all working interests, royalties, overriding royalties, production

payment interests, or other interests in the production from the Unit shall be computed on the basis of their respective interests in the production allocated to the tract or tracts in which they own an interest.

It is the intention of the undersigned to include, and it hereby includes in said Unit, all leases in which the undersigned now owns an interest, either legal or equitable, covering said Unit and any additional lease or leases which may be hereafter acquired by the undersigned, or any of the working interest owners, covering all or any part of the Unit during the time the Unit remains in effect.

Exhibit "A" attached hereto may be amended from time to time so as to correct any error or add thereto any additional oil, gas and mineral lease covering or affecting any part of the unitized area. Any such amendment shall be evidenced by an instrument in writing and signed by all of the undersigned, or its successors or assigns, and duly filed for record in the Office of the County Clerk of Burleson County, Texas. This Unit Designation is made subject to the declarants' rights at any time to amend the Unit or to alter the size of the Unit by eliminating, surrendering, or releasing any of the acreage included herein or by adding additional acreage thereto, such rights to be exercised by a declaration and placing of record an instrument identifying and describing the acreage to be eliminated, released, or added to the Unit.

The Unit hereby created shall become effective when a copy of this designation is filed for record in Burleson County, Texas, and shall remain in force for so long thereafter as there is a well on the Unit capable of producing oil, gas and hydrocarbons produced in association therewith, or until changed by later supplemental or amended unit designation filed by the leasehold or working interest owners of the Unit or their successors or assigns; provided that in the event a dry hole is drilled on said land or production of oil, gas, or other hydrocarbons produced in association therewith is secured on said lands and thereafter ceases so that there is no well on said lands capable of producing oil, gas, or other hydrocarbons produced in association therewith, then the Unit shall remain in force for such time as is authorized in any of the oil, gas and mineral leases in the Unit from the completion of such dry hole or cessation of production as is authorized under the terms of said leases for any reason, including additional drilling or reworking operations conducted on the Unit.

EXECUTED effective this 23rd day of July, 2015.

PETROMAX OPERATING CO., INC.

By: _____
MIKE HOOVER
President

Doc# 00005559 Bk OR Vol 1013 Pg 858

ESQUISTO RESOURCES, LLC

By: _____
MIKE HOOVER
President

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned a Notary Public, in and for said County and State on this 23rd day of July, 2015, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

KIM E. REYNA
Notary Public, State of Texas
My Commission Expires
January 23, 2017

Kim E. Reyna
Notary Public

My Commission expires:

_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, Kim E. Reyna, a Notary Public, on this day personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of ESQUISTO RESOURCES, LLC, a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office this 23rd day of July, 2015.

KIM E. REYNA
Notary Public, State of Texas
My Commission Expires
January 23, 2017

Kim E. Reyna
Notary Public

My Commission expires:

_____

EXHIBIT "A"

Attached to and made a part of that certain Unit Designation for the Petromax Mackey #1H Pooled Unit

Lessor	Lessee	Lease Date	Volume*	Page*
Texas A&M University	Skelly Oil Company	1/25/1977	20	52
Thomas A. Tietjen and Phyllis G. Tietjen, a/k/a Phyllis A. Tietjen, husband and wife	PetroMax Brazos, LLC	8/30/2012	878	147
Clarence L. Junek and wife, Dallia Mae Junek	PetroMax Brazos, LLC	10/11/2012	879	350
Byron Mackey and wife, Donna Mackey	PetroMax Brazos, LLC	1/1/2013	884	575
Billie R. Vajdak	PetroMax Brazos, LLC	11/13/2012	884	681
Kenneth Wayne Vajdak	PetroMax Brazos, LLC	11/13/2012	884	685
Patricia Ann Collins	PetroMax Brazos, LLC	11/13/2012	884	683
Richard Raymond Vajdak, Jr.	PetroMax Brazos, LLC	11/13/2012	884	687
Bonnie L. Williams	Holley Oil Company, LLC	11/20/2012	885	336
Frank J. Fojt, III	Holley Oil Company, LLC	11/20/2012	885	338
Kaysie L. Roach	Holley Oil Company, LLC	11/20/2012	885	342
Stephen A. Fojt	Holley Oil Company, LLC	11/20/2012	885	340
Connie K. Paul	PetroMax Brazos, LLC	2/12/2013	888	381
Edwin Marek	PetroMax Brazos, LLC	2/12/2013	888	387
Joannie Chupik	PetroMax Brazos, LLC	2/12/2013	888	389
Karl H. Jakubik	PetroMax Brazos, LLC	2/12/2013	888	379
Sharon A. Ramon	PetroMax Brazos, LLC	2/12/2013	888	383
Maurice Bright, Sr.	PetroMax Brazos, LLC	3/20/2013	897	470
Willie Bright	PetroMax Brazos, LLC	3/5/2013	897	472
John R. Giesenschlag and wife, Connie Giesenschlag	PetroMax Brazos, LLC	5/16/2013	898	671
John R. Giesenschlag and wife, Connie Giesenschlag	PetroMax Brazos, LLC	5/16/2013	898	677
Patricia Ann Collins and husband, Robert Collins	PetroMax Brazos, LLC	5/8/2013	901	530
Margaret Jakubik, a widow	PetroMax Brazos, LLC	12/11/2013	926	585
Billie R. Vajdak	PetroMax Brazos, LLC	12/13/2013	926	580
Kenneth Wayne Vajdak	PetroMax Brazos, LLC	12/17/2013	926	577
Patricia Ann Collins	PetroMax Brazos, LLC	12/17/2013	926	582
Richard Raymond Vajdak, Jr.	PetroMax Brazos, LLC	12/17/2013	926	574
Eugene C. Sefcik	PetroMax Brazos, LLC	12/10/2013	928	175
Michael J. Sefcik	PetroMax Brazos, LLC	12/18/2013	928	540
Paula A. Sefcik, a widow	PetroMax Brazos, LLC	12/10/2013	928	852
Ronald D. Sefcik	PetroMax Brazos, LLC	12/10/2013	928	178
Amanda C. Sefcik	PetroMax Brazos, LLC	1/22/2014	932	712
Boy Scouts of America, Bank of America, N.A., Agent	PetroMax Brazos, LLC	2/7/2014	933	304
Episcopal Foundation of Texas, Bank of America, N.A., Agent	PetroMax Brazos, LLC	2/7/2014	933	305
Lisa Hart Jakubik Jones	PetroMax Brazos, LLC	1/30/2014	934	715
Christine Kovar Jakubik Malcuit	PetroMax Brazos, LLC	2/24/2014	936	537
Boy Scouts of America, Bank of America, N.A., Agent	PetroMax Brazos, LLC	4/30/2014	948	124
Episcopal Foundation of Texas, Bank of America, N.A., Agent	PetroMax Brazos, LLC	4/30/2014	948	123
ELSR LP, a Texas Limited Partnership	PetroMax Brazos, LLC	7/10/2014	962	104

MF074151

Christ Leonard Christenson II Revocable Trust	PetroMax Brazos, LLC	7/10/2014	967	152
EnerQuest Oil & Gas, LLC	PetroMax Brazos, LLC	7/10/2014	967	156
JHA, LLC	PetroMax Brazos, LLC	7/10/2014	967	148
TGT, LLC	PetroMax Brazos, LLC	7/10/2014	967	144

***ALL RECORDING REFERENCES ARE TO THE OFFICIAL RECORDS OF BURLESON COUNTY, TEXAS**

Doc 00005559 Bk OR Vol 1013 Pg 861

Exhibit "B"

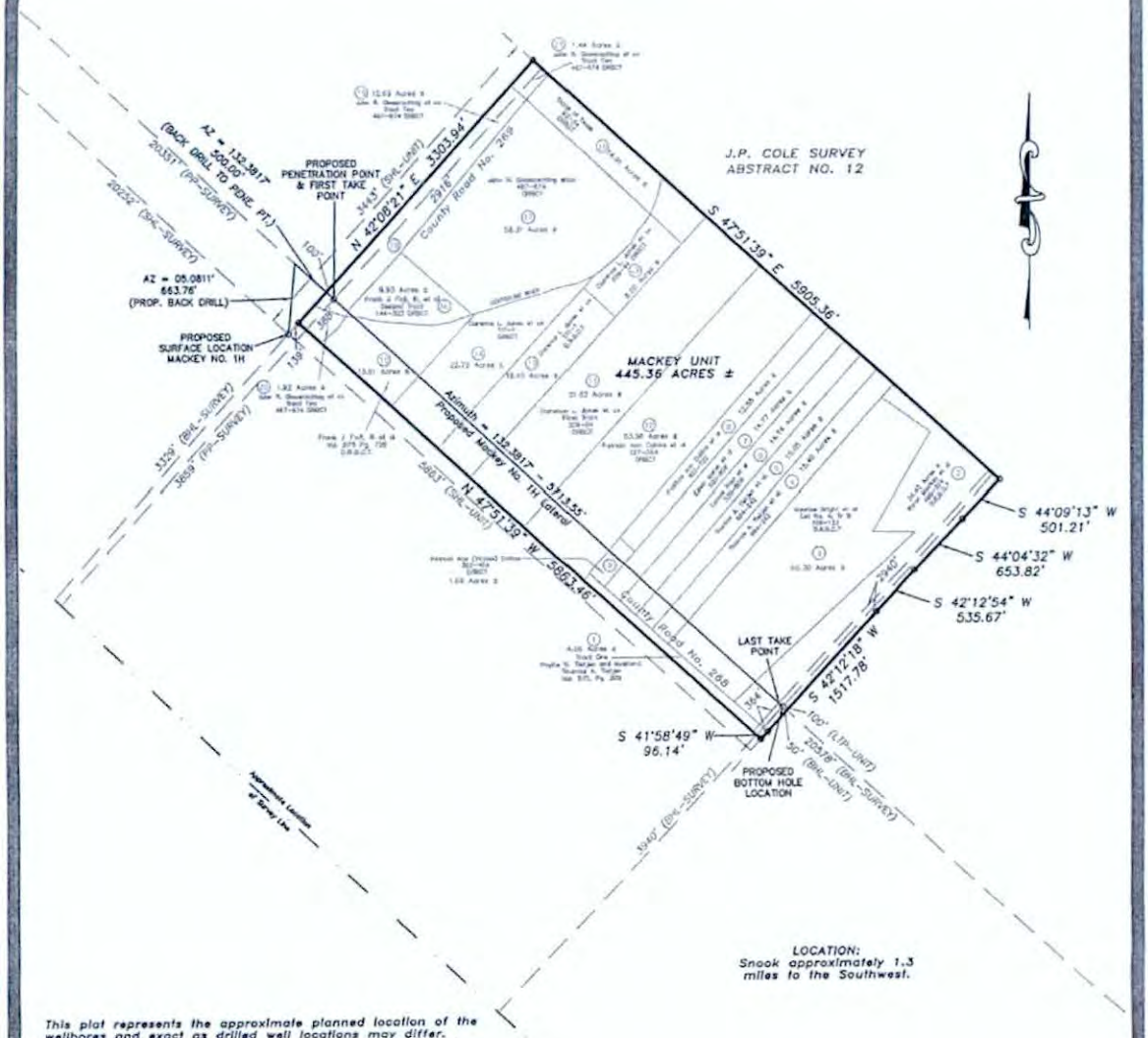
Attached to and made a part of that certain Unit Designation for the Mackey #1H Pooled Unit

PMO
MACKEY NO. 1H
445.36 ACRES
J.P. COLE SURVEY, A-12
BURLESON COUNTY, TEXAS

PROPOSED SURFACE LOCATION	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE LAT: 30° 30' 14.547" (LAT: 30.504041 N) LONG: 96° 27' 02.136" (LONG: 96.450593 W) Y: 10168389.59' X: 3519079.76'	TX. CENTRAL ZONE LAT: 30° 30' 13.812" (LAT: 30.503837 N) LONG: 96° 27' 01.261" (LONG: 96.450350 W) Y: 325807.52' X: 3222600.53'
ELEVATION: 230'	

PROPOSED PENETRATION POINT FIRST TAKE POINT	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE LAT: 30° 30' 17.606" (LAT: 30.504891 N) LONG: 96° 26' 57.116" (LONG: 96.449199 W) N: 10168713.71' E: 3519507.88'	TX. CENTRAL ZONE LAT: 30° 30' 16.871" (LAT: 30.504686 N) LONG: 96° 26' 56.241" (LONG: 96.448956 W) Y: 326131.64' X: 3223028.65'

PROPOSED BOTTOM HOLE LOCATION	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE LAT: 30° 29' 38.045" (LAT: 30.493901 N) LONG: 96° 26' 10.441" (LONG: 96.436234 W) N: 10164862.37' E: 3523728.31'	TX. CENTRAL ZONE LAT: 30° 29' 37.309" (LAT: 30.493697 N) LONG: 96° 26' 09.567" (LONG: 96.435991 W) Y: 322280.34' X: 3227249.09'



This plat represents the approximate planned location of the wellbores and exact as drilled well locations may differ. Production allocations shall be made based on the actual "as-drilled" location of the wells.

Bearings shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone. Acreage for unit tracts is shown by deed calls as furnished by PMO. The boundaries for the well lease setbacks are from an on the ground survey.

All survey lines shown hereon are scaled location only.

0' 1000' 2000'

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

June 23, 2015

Shane Graham
R.P.L.S. No. 6044

STATE OF TEXAS REGISTERED SHANE GRAHAM 6044 PROFESSIONAL LAND SURVEYOR

1519 Surveying, LLC

www.1519surveying.com
www.1519gis.com

Drawn By: SG	
Sheet 1 of 1	
Prepared For: PMO	
1519 Job: 7158	

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Exhibit "C"
Attached to and made a part of that certain Unit Designation for the Mackey #1H Pooled Unit

MACKEY UNIT FIELD NOTES

J. P. COLE SURVEY, A-12
BURLESON COUNTY, TEXAS

DESCRIPTION

STATE OF TEXAS
COUNTY OF BURLESON

BEING all that tract of land in Burleson County, Texas, out of the J. P. Cole Survey, Abstract Number 12, and being part of that called 94.56 acres of land described in a deed to Phyllis G. Tietjen and husband, Thomas A. Tietjen, recorded in Volume 575, Page 209 of the Deed Records of Burleson County, Texas, part of that called 56.39 acres of land described in a deed to Sandra G. Jackson, recorded in Volume 499, Page 214 of the Deed Records of Burleson County, Texas, being all of that called 58.16 acres of land described in a deed to Alma K. Davis, recorded in Volume 106, Page 133 of the Deed Records of Burleson County, Texas, being part of those called 23.646 acres of land described as Tract One and part of that called 23.646 acres described as Tract Two in a deed to Thomas A. Tietjen and wife, Phyllis A. Tietjen, recorded in Volume 684, Page 242 of the Burleson County, Texas, being part of those called 23.646 acres of land described as Tract Three in a deed to Hubert Jakubik, recorded in Volume 320, Page 808 of the Deed Records of Burleson County, Texas, being part of those called 23.646 acres of land described as Tract Two in a deed to Mabel Marek, recorded in Volume 320, Page 808 of the Deed Records of Burleson County, Texas, being a part of that called 23.646 acres of land described in a deed to Patricia A. Collins, recorded in Volume 851, Page 722 of the Deed Records of Burleson County, Texas, being all of that called 1.93 acres of land described in a deed to Patricia A. Collins, recorded in Volume 382, Page 464 of the Deed Records of Burleson County, Texas, being part of that called 77.17 acres of land described in a deed to Carrie Belle Dillard Truitt, recorded in Volume 227, Page 264 of the Deed Records of Burleson County, Texas, being part of that called 238.4 acres and all of that called 12.0 acres of land both described in a deed as First Tract and Second Tract to Clarence L. Junek, recorded in Volume 209, Page 94 of the Deed Records of Burleson County, Texas, being part of those called 37.5 acres of land both described as First Tract and Second Tract in a deed to Clarence L. Junek and Dallia Mae Junek, recorded in Volume 111, Page 1 of the Deed Records of Burleson County, Texas, being part of that called 84.5 acres of land described in a deed to Stephen A. Fojt and Kaysie L. Roach, recorded in Volume 875, Page 726 of the Burleson County Deed Records of Burleson County, Texas, being all of that called 10.0 acres of land described in a deed to Frank J. Fojt, and wife, recorded in Volume 144, Page 323 of the Deed Records of Burleson County, Texas, being all of that called 57.9716 acres of land described as Tract Two, in a deed to John R. Giensenschlag and Connie Giensenschlag, recorded in Volume 487, Page 674 of the Deed Records of Burleson County, Texas, being part of that called 2776.36 acres of land described in a deed to the State of Texas, as recorded in Volume 92, Page 34 of the Deed Records of Burleson County, Texas, being part of that called 178.804 acres of land described as Tract One, in a deed to John R. Giensenschlag and Connie Giensenschlag, recorded in Volume 487, Page 674 of the Deed Records of Burleson County, Texas, and being further described as follows:

BEGINNING at a fence corner found at the East corner of said 94.56 acres, and at the South corner of said 56.39 acres;

THENCE South 41 degrees 58 minutes 49 seconds West, 96.14 feet to a point in the Southeast line of said 94.56 acres;

THENCE North 47 degrees 51 minutes 39 seconds West, 5863.46 feet to a point for corner;

THENCE North 42 degrees 08 minutes 21 seconds East, 3303.94 feet to a point for corner;

THENCE South 47 degrees 51 minutes 39 seconds East, 5905.36 feet to a point in the Southeast line of said 56.39 acres;

THENCE along the Southeast line of said 56.39 acres as follows:
South 44 degrees 09 minutes 13 seconds West, 501.21 feet to a point for corner;
South 44 degrees 04 minutes 32 seconds West, 653.82 feet to a point for corner;
South 42 degrees 12 minutes 54 seconds West, 535.67 feet to a point for corner;
South 42 degrees 12 minutes 18 seconds West, 1517.78 feet to the POINT OF BEGINNING, containing 445.36 acres of land.

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1519 Surveying, LLC
7111 Bosque Blvd. Suite 101 Waco, TX 76710 Ph: 254-776-1519 TBPLS Firm# 10193968

1519 Job: 7158 | Drawn By: SG
Sheet 1 of 1
Property Address:
Burleson County, Texas

1519
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Doc	Bk	Vol	Pg
00005559	OR	1013	864

Filed for Record in:
Burleson County

On: Aug 04,2015 at 01:31P

As an Official Public Records

Document Number: 00005559

Amount 54.00

Receipt Number - 105411
By,
Jessica Lucero

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.

Aug 04,2015

Anna L. Schielack
Burleson County Clerk

135

File No. MF 074151

Burleson County

MacKey #1H Unit Designation

Date Filed: 7/14/2017

George P. Bush, Commissioner

By MB Barnstone