

MF077534

INACTIVE	Lease Type	Control	Basefile	County
DATE <u>12-1-1998</u>		08-030551	151423	REEVES
LEASING _____		Survey	Public School Land	
MAPS _____		Block	C-21	
GIS <u>VR</u>		Block Name		
		Township		
		Section/Tract	15	
		Land Part		
		Acres	Net: Gross: 548.570000	
		Depth Below	Depth Above Depth Other	
		Name	ATLANTIC RICHFIELD	
		Lease Date	2/15/1973	
		Primary Term	5 years	
		Bonus		
		Lease Royalty	0.06250000	
		Paid Up		

Leasing: _____

Maps: _____

GIS: _____

Scanlab: _____



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

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ATLANTIC RICHFIELD

✓ INACTIVE 12/1/98
PA

FREE ROYALTY LEASE M-77534

8
195

COUNTY: Reeves
TRACT : see lease
PART : _____
ACRES : 548.57

LESSEE : Atlantic Richfield Co.
DATE : February 15, 1973
TERM : Five Years
BONUS : \$54
RENTAL: _____
FILE : 151423

Dept. wmt
Rental RW
Mfr. Acc _____
Min. Map luf
Pass. Tol. gsp



276239
MF 077534

CONTENTS OF FILE NO. M-77534

1. Lease 4/22/78 dr	25. Ltr to WTC Explor 11-19-82
2. Plat undated dr	26. Well/House Status Report 12-2-82
See Letter Dated 3-20-78 in M 77533	27. Ltr to WTC Explor 12-17-82
See Letter Dated 4-11-78 in M 77533	28. DIVISION ORDER 2-17-83
See Letter Dated 4-20-78 in M 77533	29. Shut-in Pmt. Cleared 6-2-83 DGD
See Letter Dated 4-27-78 in M 77533	30. Ltr from WTC Explor 2-23-83
3. APPLICATION TO DRILL WELL <u>L</u> 3/3/78 MHA	31. Assignment 6-16-84
See Letter Dated 3-5-78 in M 77533AT	32. Assignment 6-16-84
See Letter Dated 3-5-78 in M 77533AT	33. Partial Assignment 6-16-84
See Letter Dated 9-14-78 in M 77533AT	See Letter Dated 3-12-84 in M 65945 (66)
See Letter Dated 10-16-78 in M 77533AT	See Assignment in M 65945 (67)
See Letter Dated 10-26-78 in M 77533AT	See Letter Dated 3-22-84 in M 65945 (68)
4. Ltr. to W.T.G. Explo. 5-9-79	See Letter Dated 6-10-84 in M 65945 (69)
5. SHUT-IN PAYMENT APPLIED 3/1/79-3/1/80 R/B	See Letter Dated 7-22-84 in M 65945 (70)
6. Ltr to WTC Explor. 6-15-79	See Letter Dated 7-22-84 in M 65945 (71)
7. Ltr. to WTC Explor. 6-21-79	34. Shut-in Payment 12-27-88
8. Ltr. to WTC Explor. 9-14-79	35. Division order from Lantern pet. 12-29-99
9. Ltr. to WTC Explor. 9-26-79	36. Termination Letter 12-20-00
10. Ltr. to WTC Exploration 10-26-79	37. Termination letter 3-6-00
11. Ltr. to WTC Exploration 11-1-79	38. File INACTIVE 12-1-98
12. Ltr. to WTC Exploration 3-3-80	39. BILLING 4-11-03
13. Ltr. to WTC Explor. 4-10-80	40. Ltr Write-Off 6/23/09
14. Telephone Memo 4-17-80 cw	41. Assignment #8867, BHP Billiton to Natural Resources 8-19-13
15. Ltr to WTC Exploration 4-18-80 /sq	42. Assignment #8870, BHP Billiton to Reserve Natural Resources 8-1-13
16. SHUT-IN PAYMENT APPLIED 3/1/80-3/1/81 PD	Scanned sm 02/15/2023
17. Ltr to WTC Explor 10-14-80	
18. Ltr from " 11-4-80	
19. Acc Memo + RRC Gas Prod. Rec. 3-24-81	
20. Ltr to WTC Explor. Inc. 3-24-81	
21. SHUT-IN PAYMENT APPLIED 3/1/81-3/1/82 PD	
22. LTR TO WTC EXPLORATION 4-7-82	
23. SHUT-IN PAYMENT APPLIED 2-15-82-2-15-83 PD	
24. Ltr. to WTC Explor. Inc. 11-16-82	

OIL AND GAS LEASE

TX-51107

THIS AGREEMENT made this 15th day of February, 1973, between L. H. Meeker, Individually and as Trustee for J. J. Meeker and Lawrence Hill Meeker and The First National Bank of Fort Worth, Texas, as Co-Independent Executors of the Estate of William Wade Meeker,

deceased of 6000 Camp Bowie Blvd. Fort Worth, Texas 76116 (Post Office Address)

herein called lessor (whether one or more) and Atlantic Richfield Company, Lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the

following described land in Reeves County, Texas to-wit:

All of Section 15, Block C-21, Public School Land Survey, SAVE AND EXCEPT a 91.43 acre tract of land out of Section 15, described as the middle 1/3rd of East 3/7ths of said Section 15

For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 548.57 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, ~~XXXXXX~~ of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the mouth of the well of ~~XXXXXX~~ of the gas so sold or used, provided that on gas sold at the wells the royalty shall be ~~XXXXXX~~ of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas well on said land, or land pooled therewith, but gas is not being so sold or used and such well is shut-in, either before or after production therefrom, then on or before 90 days after said well is shut-in, and thereafter at annual intervals, lessee or any assignee hereunder may pay or tender advance annual royalty equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, and so long as said advance royalty is paid or tendered this lease shall not terminate and it will be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Such payments may be paid or tendered in the depository bank and in the same manner as provided herein for the payment or tender of delay rentals. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate as to both parties unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of \$ 548.57 which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term.

Payment or tender may be made to the lessor or to the Continental National Bank at Fort Worth, Texas, which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason shall fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument making provision for another acceptable method of payment or tender, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or any lessor if more than one, on or before the rental paying date.

5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled for oil hereunder shall not exceed forty (40) acres plus a tolerance of 10%, and units pooled for gas shall not exceed the standard proration unit fixed by law or by the

Railroad Commission of The State Of Texas or by other lawful authority for the pool area in which said land is situated, plus a tolerance of 10%. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells. During operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. If prior to the discovery of oil or gas hereunder, lessee should drill and abandon a dry hole or holes hereunder, or if after discovery of oil or gas the production thereof should cease for any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within 60 days thereafter and diligently prosecutes the same, or (if it be within the primary term) commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of three months from date of abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term oil or gas is not being produced but lessee is then engaged in operations for drilling or reworking of any well, this lease shall remain in force so long as such operations are diligently prosecuted. If during the drilling or reworking of any well under this paragraph, lessee loses or junks the hole or well and after diligent efforts in good faith is unable to complete said operations, then within 30 days after the abandonment of said operations lessee may commence another well and drill the same with due diligence. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated lands below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee; and no change or division in such ownership shall be binding upon lessee for any purpose until 30 days after lessee has been furnished by registered mail at lessee's principal place of business with acceptable instruments or certified copies thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may pay or tender any rentals or royalties to the credit of the deceased or his estate in the depository bank until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall so comply or make payment of said rentals.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reasons of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or State law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable 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.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's right under the warranty, in the event of a release of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals due hereunder shall be paid to the person or persons owning the fee simple estate of the parties named above as lessors fail to execute this lease it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, by signing this lease, warrants and agrees to, and shall have the right at any time to surrender or release, in whole or in part, to lessor or his heirs, successors and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; hereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

such sums. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligation hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lease or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall so comply or make payment of said rentals.

9. Should lessee be prevented from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from producing oil or gas hereunder by reasons of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by any Federal or State law or any order, rule or regulation of governmental authority, then while so prevented, lessee's duty shall be suspended, and lessee shall not be liable 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.

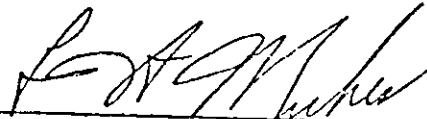
10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's right under the warranty, in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals are to be paid to Lessor in proportion to its interest; should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

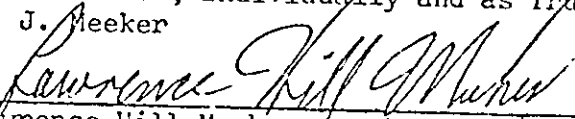
11. Lessee, by this agreement, binds and agrees that there shall be placed at any time in the public records in the county in which said land is situated, thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

12. Anything hereinabove to the contrary notwithstanding, it is understood and agreed that in the event less than all of the above described land is included in a gas pooled unit operations on or production from said unit shall not be considered as operations on or production from the portion of the above described land that is not included in said unit.

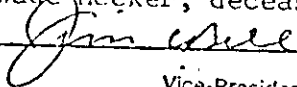
13. The above described land having been sold by The State Of Texas, under a mineral classification, Lessor recognizes that The State Of Texas, is under the provisions of Section 4, of Article 5421-C, of the Revised Civil Statutes of The State Of Texas, entitled to receive the free royalty therein stipulated on all, gas and other minerals that may be produced from the land hereinabove described, and by these presents authorizes the Lessee or any Assignee thereof to deduct from the royalty recited to be payable or deliverable to Lessor under the provisions of paragraph 3 hereof, any royalty to which The State Of Texas, is entitled.

Executed the day and year first above written.

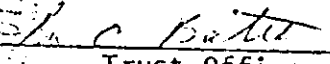

L. H. Meeker, Individually and as Trustee for
J. J. Meeker


Lawrence Hill Meeker, as Co-Independent
Executor of the Estate of William Wade Meeker,
deceased

The First National Bank of Fort Worth, Texas,
as Co-Independent Executor of the Estate of
William Wade Meeker, deceased

By: 
Vice-President and Trust Officer

ATTEST:


Trust Officer

RENTAL DIVISION ORDER TX51107

You are the owner of a mineral lease dated February 15, 1973, recorded in

Vol. , at page , of the Records of

Reeves

County (Parish), State of Texas

, between

L. H. MEEKER, Individually and as Trustee for J. J. MEEKER, and LAWRENCE HILL MEEKER and THE FIRST NATIONAL BANK OF FORT WORTH, TEXAS, as Co-Independent Executors of the Estate of William Wade Meeker, Deceased,

as Lessors, and ATLANTIC RICHFIELD COMPANY

as Lessee, in so far as said lease covers the following land situated in said County (Parish) and State:

All of Section 15, Block C-21, Public School Land Survey,
 SAVE AND EXCEPT a 91.43 acre tract of land out of Section
 15, described as the middle 1/3rd of East 3/7ths of said
 Section 15.

We, the undersigned parties, hereby authorize you to pay or tender rentals under said lease in accordance with the provisions thereof to the respective parties named below, or to the credit of any party named below either to a depository bank as named in said lease or to the respective depository set out below opposite such party's name, and in the following amounts:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
L. H. MEEKER 6000 Camp Bowie Boulevard Fort Worth, Texas 76116	1/3	\$ 182.85	Continental National Bank Fort Worth, Texas 76102 SS [REDACTED]
L. H. MEEKER, Trustee for J. J. Meeker 6000 Camp Bowie Boulevard Fort Worth, Texas 76116	1/3	182.86	Continental National Bank Fort Worth, Texas 76102 SS # [REDACTED]
LAWRENCE HILL MEEKER and THE FIRST NATIONAL BANK OF FORT WORTH, Co-Independent Executors of the Estate of William Wade Meeker, Deceased, c/o Trust Dept. The First National Bank of Ft. Worth P. O. Box 2260, Ft. Worth, Tex. 76102	1/3	182.86	The First National Bank of Fort Worth Fort Worth, Texas 76102 Tax I.D. [REDACTED]

Each of the undersigned parties agrees that payment or tender of said rentals as set forth above will protect said lease and continue same in force as therein provided in so far as said lease covers the interest of such undersigned party in said land. Each undersigned party, however, certifies only the interest, if any, set forth above opposite such party's name.

This division order covers only payment of delay rentals under said lease as to said land and does not cover royalty payments thereunder.

The provisions hereof shall be binding upon our respective heirs, legal representatives, successors and assigns, except that payment of rentals under said lease as to said tract to an assignee of any undersigned party shall be made to the depository bank named in said lease, if different from the respective depository specified above.

EXECUTED this 15th day of February 1973.

WITNESSES:

ATTEST

Trust Officer

L. H. MEEKER, Individually and as
Trustee for J. J. MeekerLAWRENCE HILL MEEKER and THE FIRST
NATIONAL BANK OF FORT WORTH

By

Vice-President and Trust Officer

Co-Independent Executors of the
Estate of William Wade Meeker, Deceased

Recorded 1973 Nov 200 Div. 100 2547

THE STATE OF TEXAS

COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of February, 1973.

Glenna M. Brizance
Notary Public in and for
County, Texas

THE STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared LAWRENCE HILL MEEKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of February, 1973.

Glenna M. Brizance
Notary Public in and for
County, Texas

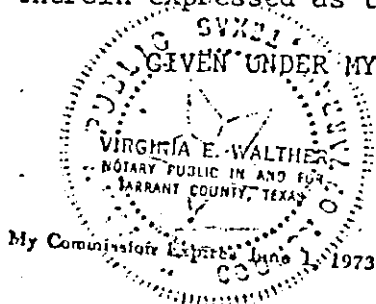
THE STATE OF TEXAS

COUNTY OF TARRANT

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

JIM C. BELL, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President and Trust Officer of The First National Bank of Fort Worth, Texas, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, 1973.



Virginia E. Walther
Notary Public in and for Tarrant
County, Texas

(TEXAS FORMS OF ACKNOWLEDGMENT)

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally

appeared L. H. MEEKER known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1st day of March A. D. 19 73

Notary Public in and for Tarrant County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally

appeared JIM C. BELL known to me to be the person whose name is

subscribed to the foregoing instrument, as Vice-President and Trust Officer of The First National Bank of Fort Worth a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 20th day of February A. D. 19 73

VIRGINIA E. WALTHER

NOTARY PUBLIC IN AND FOR

TARRANT COUNTY, TEXAS

My Commission Expires June 1, 1973

Notary Public in and for Tarrant County, Texas.

(LOUISIANA FORMS OF ACKNOWLEDGMENT)

(PERSONAL ACKNOWLEDGMENT)

STATE OF LOUISIANA,

PARISH OF

BEFORE ME, a Notary Public,

in and for Parish, Louisiana, on this day of 19

personally came and appeared

who in the presence of me, said authority, and and

competent witnesses, declares and acknowledges that he the identical person who executed the foregoing in-

strument in writing, that signature thereto own true and genuine signature, and that he

executed said instrument of own free will, and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written, in the presence of the before named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and me, said Notary, after reading the whole.

WITNESSES:

Parish Notary Public.

CORPORATE ACKNOWLEDGMENT

STATE OF LOUISIANA,

PARISH OF

BEFORE ME, the undersigned authority, a Notary Public,

in and for said Parish and State, personally came and appeared

to me known, who acknowledged to me, Notary, that he is the of the

officer and authority of said Corporation he signed and executed the foregoing instrument, for and on behalf of said

purposes therein set forth, and in the presence of the witnesses whose names are thereunto subscribed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said wit-

nesses have hereunto affixed their signatures this the day of A. D. 19

WITNESSES:

Parish Notary Public.

Form 60

Rental Division Order
(Texas and Louisiana)

FROM

TO

Dated , 19

No. Acres

County, Texas

Parish, Louisiana.

Term

This instrument was filed for record on the

day of 19, at

M., and duly recorded in

Volume Page

of the records of this office.

County Clerk or Recorder.

By , Deputy

When recorded return to

Pound Printing Co., Houston, Texas

①

M. 77534
Liaw
File Dated 4-22-78
Bob Armstrong, Commissioner

43510

389 30942
 RAILROAD COMMISSION OF TEXAS
 OIL AND GAS DIVISION
 #015756
 APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG A WELL
 JAN 20 1978
 Check one: ☒ DRILL ☐ DEEPEN (Below Casing) ☐ DEEPEN (Within Casing) ☐ PLUG
 If Amended Application, explain fully in Remarks or Attach Separate Page.
 1. Operator
 MTG Exploration, Inc.
 2. Address (including City and Zip Code)
 1306 Gibbs Tower West
 Midland, Texas 79701
 3. Is Form P-5 (Organizational Report) in Exact Operator Name Filed?
 YES ☒ NO ☐ (Instruction (2) on back side.)
 4. Lease Name and R.R.C. Lease or ID No. If Assigned
 Meeker "15"
 5. Location (Sec., Blk., Survey)
 Section 15, Blk. C-21, PSL Survey
 6. This well is to be located 12 miles South
 Direction from Oria
 Nearest Post Office or Town.
 7. R.R.C. Permit Number, if previously assigned.
 8. R.R.C. District
 8
 9. County
 Reeves
 10. Well Number
 1
 11. Number of Acres in Lease
 640
 12. Distance from Proposed Location to Nearest Property or Lease Line (ft.)
 1320'
 13. Total Depth
 3,300'

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

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Explain as shown on R.R.C. Production Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	All Prior Rule 12 Case Numbers for this wellbore. If none, State None.	Applicable Field Rules Spacing Pattern, If None, State None.	Applicable Field Rules Spacing Density Pattern, If None, State None.	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	In this acreage previously assigned to another well in same field? (Yes or No. If yes explain in remarks.)	Distance from proposed location to nearest existing well in same field? (Check appropriate box.)	In this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	Oil, Gas, or other Type Well (Specify)	Number of Wells in Permitted locations on this Lease in same Reservoir for which this Permit is requested?
Wildcat	3,300'	None	467-1200	40	40	No	None	Regular 1 XX Rule 37 2	Gas	0

24. PERFORATION LOCATION FROM TWO DESIGNATED:
 A. Lease Lines 1320' ENL, 1320' ENL, MTG Exploration, Inc., Meeker "15" Lease
 B. Survey Lines 1320' ENL, 1320' ENL, Section 15, Blk. C-21, PSL Survey
 25. DISTANCE AND DIRECTION TO NEAREST WELL IN THE SAME FIELD ON THIS LEASE.
 None

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: Letter to Texas Water Development Board
 January 4, 1978
 Comp. 3-3-78 (det)
 ptx: 3187-92
 pt: 362 mfgd
 TD: 3264

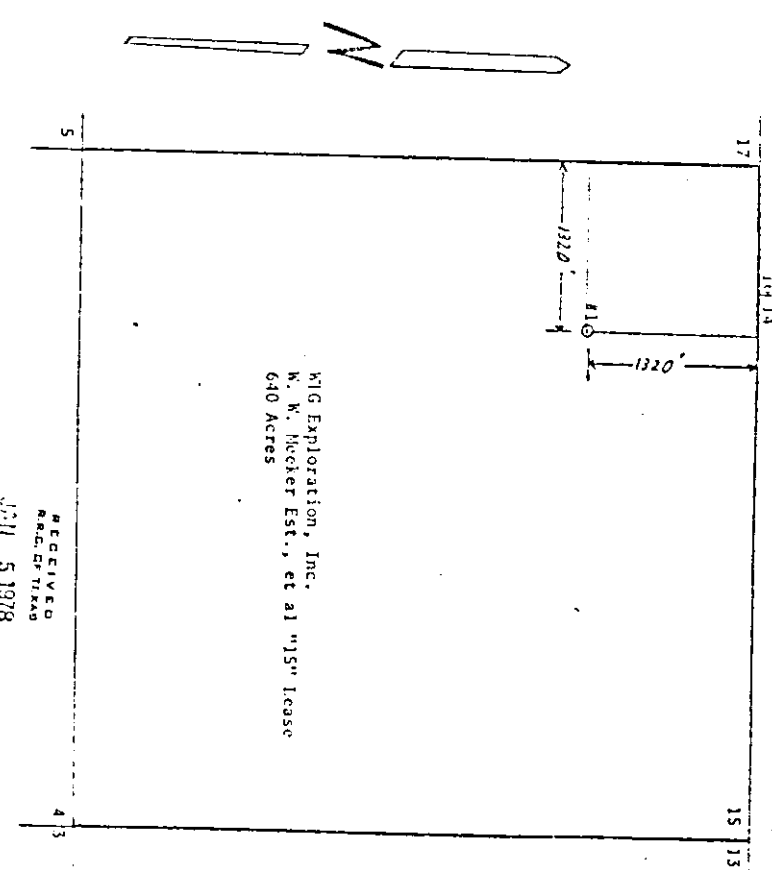
CERTIFICATE
 I declare under penalties prescribed in Article 6033c, V.C.S. that I am the owner of this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated are true, correct, and complete to the best of my knowledge.
 Signature: W. M. Mulloy
 Agent
 Date: January 4, 1978
 Telephone: Area Code 915 684-7877

REFER TO INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

This is to certify that
 this plat is true and correct
 to the best of my knowledge.
 W. M. Mulloy

MTG Exploration, Inc.
 K. W. Meeker Est., et al "15" Lease
 Well No. 1
 1320' ENL, 1320' ENL, Section 15,
 Block C-21, PSL Survey
 Reeves County, Texas
 Scale: 1" = 1,000'

RECEIVED
 R.R.C. OF TEXAS
 JAN 11 5 1978
 D.G.
 MIDLAND, TEXAS



Standard Plat Service
 O. DAWSON 1937, AUSTIN, TEXAS 78701

1-13-78
 1-9-78
 8

(2)

M 77534

Plat

File Dated undated
Bob Armstrong, Commissioner

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONFORM W-1
(6-8-77)API Well No. 42-389 30942
Instruction (7a & b) on back side.Directional Well ☐ Amended or Corrected Permit ☒

RRC Permit Number, if previously assigned: 015754

7. RRC District
88. County
Reeves9. Well Number
110. Number of Acres in Lease
64011. Distance from Proposed Location to Nearest Property or Lease Line (ft.)
132012. Total Depth
3300

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

see remarks

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

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

1. Operator

W.T.G. Exploration, Inc.

2. Address (Including City and Zip Code)

1306 Gihls Tower West
Midland, Texas 79701

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)

Meeker "15"

MAR 17 1978

5. Location (Sec., Blk., Survey)

Sec. 15, Blk. C-21, PSL Survey

6. This well is to be located 12 miles south

Direction from Orla

Nearest Post Office or Town.

EACH PROPOSED COMPLETION

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

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Exactly as shown on R.R.C. Production Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	All Prior Rule 37 Case Numbers for this wellbore, if none, State None.	Applicable Field Rules Spacing Pattern, If no Rules, State 467-1200 (ft.)	Applicable Field Rules Density Pattern, If no Rules, State 49 (Acres)	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	Distance from proposed location to nearest drilling completed or applied for well in same reservoir on same lease (ft.)	Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permits. List wells on this Lease. If time Reservoir, give which this Permit is requested?
75090500 Reaves, North (3200')	3300	none	467-1200	40	40	no	none	Regular 1 ☒ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐ Regular 1 ☐ Rule 37 2 ☐	gas	OIL GAS -0- -0-

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED:

A. Lease Lines 1320 FNL & 1320 FWL W.T.G. Exploration, Inc. Meeker "15" Lease

B. Survey Lines 1320 FNL & 1320 FWL Sec. 15, Blk. C-21, PSL Survey

25. DISTANCE AND DIRECTION MIDLAND

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.

REMARKS: This permit is to request permission to put this well into the Reeves North field. It was originally approved as a wildcat.

Comp. Info. Below

CERTIFICATE

I declare under penalties prescribed in Article 6036 authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts herein, correct, and complete, to the best of my knowledge.

Signature
J. W. Mulloy - AgentDate
2-22-78

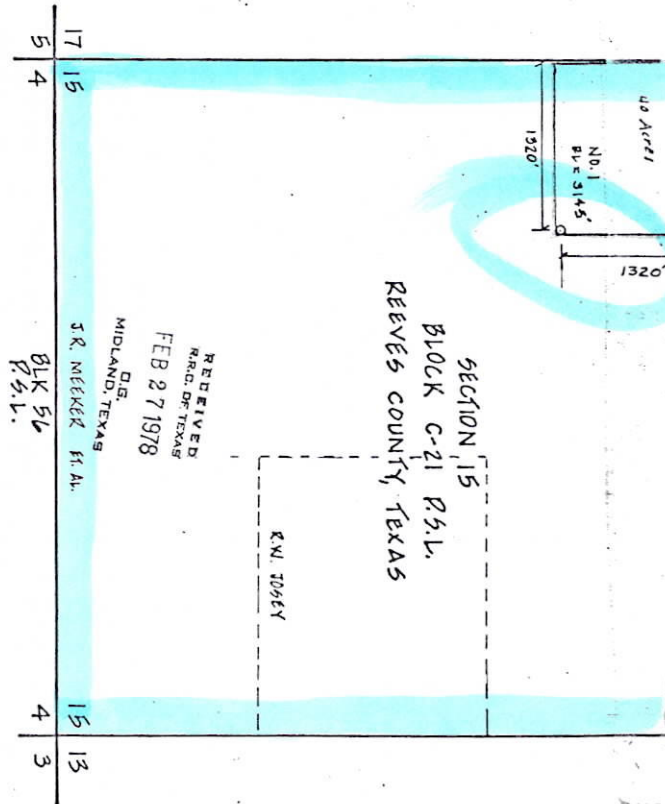
Telephone: Area Code 915 684-787

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

Free Royalty 151423 Released

M-77534

SCALE OF MAP

Fred P. Armstrong
REGISTERED PUBLIC SURVEYORPLAT OF W.T.G. EXPLORATION CO.'S MECKER NO. 1, LOCATED 1320' FNL AND 1320' FWL OF SECTION 15, BLOCK C-21, PUBLIC SCHOOL LAND, REEVES COUNTY, TEXAS.
Scale: 1" = 1000'
Date: January 9, 1978
I, Fred P. Armstrong, a Registered Public Surveyor of the State of Texas do hereby certify that the foregoing plat represents a survey as made by me on the ground this date, according to law.

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

API Well No. 42

Instruction (a & b) on back side.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK JAN 20 1978

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

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

1. Operator

WTG Exploration, Inc.

2. Address (Including City and Zip Code)

1306 Ghis Tower West

Midland, Texas 79701

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)

Meeker "15"

5. Location (Sec., Blk., Survey)

Section 15, Blk. C-21, PSL Survey

6. This well is to be located 12 miles South

Direction from Orla

Nearest Post Office or Town.

RRC Permit Number, if previously assigned.

7. RRC District

8. County

Reeves

9. Well Number

10. Number of Acres in Lease

640

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

1320'

12. Total Depth

3,300'

EACH PROPOSED COMPLETION

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

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	All Prior Rule 37 Case Numbers for this wellbore. If none, State None.	Applicable Field Rules Spacing Pattern, If no Rules, State 40'-1200' (ft.)	Applicable Field Rules Density Pattern, If no Rules, State 40' (acres)	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	Distance from proposed location to nearest drilling completed location? (ft.)	Is this a 1. Regular or 2. Rule 37 Location? Check the appropriate box.	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease, or same Reservoir for which this Permit is Requested?
Wildcat	3,300'	None	467-1200	40	40	No	None	Regular 1 ☒ Rule 37 2 ☐	Gas	-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 1320' FNL, 1320' FWL, WTG Exploration, Inc., Meeker "15" Lease

B. Survey Lines 1320' FNL, 1320' FWL, Section 15, Blk. C-21, PSL Survey

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

None

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: Letter to Texas Water Development Board

January 4, 1978

Comp. 3-3-78 (set)
ptl: 3189-92

Pos: 362 margin

TQ: 3264

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

CERTIFICATE

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

Signature: J. W. Mulloy

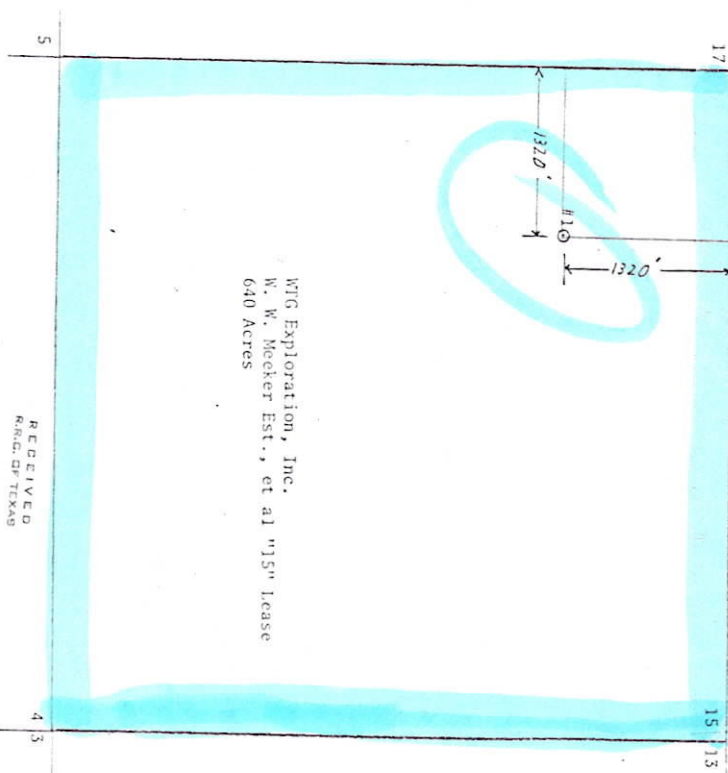
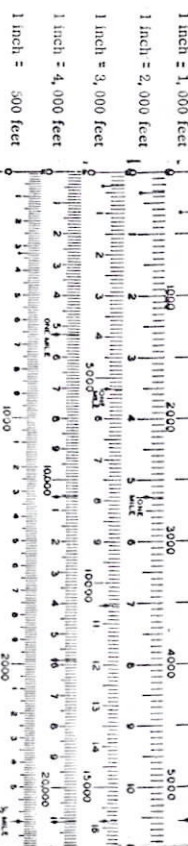
Agent

January 4, 1978

Date

Telephone: Area Code 915 684-7877

SCALE OF MAP



This is to certify that this plat is true and correct to the best of my knowledge.

John W. Mulloy

WTG Exploration, Inc.
W. W. Meeker Est., et al "15" Lease
Well No. 1
1320' FNL, 1320' FWL, Section 15,
Block C-21, PSL Survey
Reeves County, Texas
Scale: 1" = 1,000'

RECEIVED
R.R.C. OF TEXAS
JAN 5 1978
MIDLAND, TEXAS

WTG Exploration, Inc.
W. W. Meeker Est., et al "15" Lease
640 Acres

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

1-13-78

1-9-78

CR

WELL STATUS REPORT

OPERATOR W.T.G.Exploration Inc.
STATE LEASE NO. Unleased FEE R.A.L. FREE ROYALTY Yes
OFFSET, APPROX. FT. FROM STATE LEASE
LEASE Meeker '15' WELL NO. 1
FIELD NAME WILDCAT Yes COUNTY Reeves
REPORT NO. 1st SPUD DATE 1-14-78 DRILLING DEPTH
COMPLETION DATE TOTAL DEPTH 3264 feet
PERFS 1ST COMPLETION: YES NO
POTENTIAL/TEST: OIL GAS D&A
REMARKS: Tom Brown Drg Co. Rig #20 was still on this location this date .

BA/jmh/gs

2-25-75


INSPECTOR

DATE Feb 1, 1978

WELL STATUS REPORT

OPERATOR WTG Exploration Inc.

STATE LEASE NO. Unkown FEE R.A.L. FREE ROYALTY Yes

OFFSET, APPROX. FT. FROM STATE LEASE

LEASE Meeker '15' WELL NO. #1

FIELD NAME WILDCAT Yes COUNTY Reeves

REPORT NO. 2nd SPUD DATE 1-14-78 DRILLING DEPTH

COMPLETION DATE Unkown TOTAL DEPTH 3264 feet

PERFS 3189-3192-feet 1ST COMPLETION: YES ?? NO ??

POTENTIAL/TEST: OIL GAS 362,000 MCF/D D&A

REMARKS: P.B. depth-3214 feet. (SAST)

BA/jmh/gs

2-25-75


INSPECTOR

DATE March 3, 1978

3

M. F. 77534

APPLICATION TO DRILL

WELL #. 1

FILED 3-3 1978

BOB ARMSTRONG, COMMISSIONER

BY: MHV

May 4, 1979

W.T.G. Exploration, Inc.
229 Western United Life Building
Midland, Texas 79701

RE: State Lease M-77534
Section 15
Block C-21
Reeves County, Texas

~~This will:~~

This will acknowledge receipt of your \$274.29 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,

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

M. F.

77534

(4)

CORRESPONDENCE FILE

To

W. T. G. Exple,

From

Dated

5-9-79

M-77534

Shut-In Affidavit

Enter appropriate comments, if any,
and initial. Pass to next person
within one day.

	Initial:	Date:
Affidavit Auditor	<u>RB</u>	<u>6-26-79</u>
Comments:		
Exploration & De- velopment	<u>R.V.B.</u> <u>R.</u>	<u>6-26-79</u>
Comments:		
Legal-Energy Resources	<u>LG</u>	<u>6-27-79</u>
Comments:		
Affidavit Auditor	<u> </u>	<u> </u>
Comments:		

WTG EXPLORATION, INC.

229 WESTERN UNITED LIFE BLDG. (915) 682-6311

MIDLAND, TEXAS 79701

000705

4/30/79

Check #9304

Shut-in royalty payment to be deposited to the credit of the General Land Office for All of Section 15, Block C-21, P.S.L. Survey, Reeves County, Texas, save and except for a 91.43 acre tract of land out of said Section 15, being described as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres more or less. Arco #051107-0 Oil and Gas Lease, Reeves County, Texas , Exp. Lease Date 2/15/79, Recorded in Vol. 322, Page 190.

X \$274.29

101914

122

•••••
•••••
•••••
•••••
•••••

WPG EXPLORATION, INC.
229 Western United Life Bldg.
Midland, Texas 79701

General Land Office
Bob Armstrong, Commissioner

Date April 30, 1979

State of Texas
Austin, TX 78701

Gentlemen:

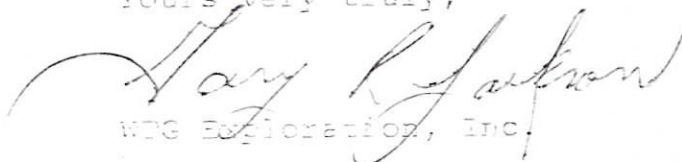
We enclose herewith our check in the amount of \$ 274.29
payable to yourselves to be deposited to the credit of the following
parties:

General Land Office

The above amount is in payment of shut-in royalty for the
following: All of Section 15, Block C-21, P.S.L. Survey, Reeves County, Texas,
save and except for a 91.43 acre tract of land out of said Section 15, being described
as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres more or less.
Arco #051107-0 Oil and Gas lease, Reeves County, Texas, Exp. Lease Date 2/15/79,
Recorded in Vol. 322, Page 190

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND
ONE COPY OF THIS RENTAL RECEIPT TO US.

Yours very truly,


WPG Exploration, Inc.

101914

Receipt is hereby acknowledged of the above amount and the same has
been credited according to your instructions.

Dated _____

Lease No. _____

By _____

M-77534

Title

original receipts given to Jimmy for
mailing 5-4-79

Operator W. T. G. Exploration, Inc.

Lease Name Mee Ker "15" Field Reaves North (3200')

Description of Lease:

Area _____ Tract _____

Part NW/4 Section 15 Block C-21

Grantee PSL Acres 160 County Reeves

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 362

Barrels Liquid None Date Shut-in 2-17 - after Potential, 1978

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 Pioneer Natural Gas

3. Distance to nearest Gas Pipe Line 15000' Price per MCF being offered 2.25

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 Mee Ker "15" Date of first production None

Remarks:

rec'd 274.29
5/4/79
reg # 101914

I certify that this statement is true and correct.

By: Gary R. Jackson - Title Accountant

Sworn and subscribed to before me, the undersigned authority, on this 24th day of May, 1979

Vickie Bordner
Notary Public in and for

Midland County, State of Texas

G.L.O. use only

Receiving Stamp

M.F. No. 27534

Affidavit and

Shut-in Gas Royalty Payment

For 31 ⁷⁹ 1958 ⁸⁰ 31 1959

RA

Commissioner

Filed by _____
Clerk

(5.)

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__ \$ _____		

(5)

June 15, 1979

WTG Exploration, Inc.
1306 Gihls Tower West
Midland, Texas 79701

ATTENTION: R. Keith Moore
Controller

RE: State Lease M-77534
Meeker "15"
Reeves N. (3200) Field
Reeves County, Texas

Gentlemen:

This refers to our letter dated January 17, 1979 and your reply dated February 7, 1979 concerning a Gas Purchase Contract for the sale of gas from the above lease.

If negotiations are complete, please send this office a copy of the Contract and Gas Contract Brief.

Sincerely yours,

Harry T. Finnell,
Supervisor Gas Contracts
Energy Resources
Phone: 512 475-4541
HF/lg

⑥ M. F. 77534

CORRESPONDENCE FILE

To WTG Exploration
From

Dated 6-15-79

121

WTG EXPLORATION, INC.
229 WESTERN UNITED LIFE BUILDING
MIDLAND, TEXAS 79701

JS
HF
ref

J. L. DAVIS
PRESIDENT
R. KEITH MOORE
CONTROLLER
WILSON COMOLA
GEOLOGICAL CONSULTANT

A/C 915
682-6311

June 21, 1979

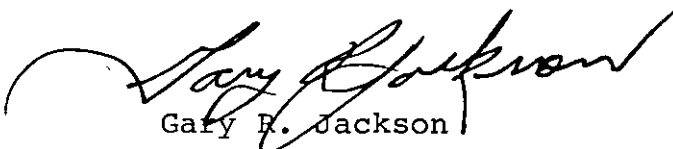
Mr. Bob Armstrong
General Land Office
Austin, Texas 78701
Attn: Mr. Harry T. Finnell

Re: State Lease M-77534
Meeker "15"
Reeves N. (3200) Field
Reeves County, Texas

Dear Mr. Finnell:

At this point in time a decision has not been made as to whether it will be economical to produce from the Meeker "15". Tests are currently being run on other state leases closer to the sales pipeline. If these are favorable, the Meeker "15" will be put in production. It follows that there has not been a gas contract negotiated.

Yours very truly,


Gary R. Jackson

GRJ/vb

⑦ 77534
M. F.

COMMUNICATIONS FILE

To WTG Explo

From

Dated 6-21-79

0000

September 14, 1979

WTG Exploration, Inc.
1306 Gihls Tower West
Midland, Texas 79701

ATTENTION: R. Keith Moore
Controller

RE: State Lease M-77534
Meeker "15"
Reeves N. (3200) Field
Reeves County, Texas

Gentlemen:

This refers to our letter dated June 15, 1979 and your reply dated June 21, 1979 concerning a Gas Purchase Contract for the sale of gas from the above lease.

If negotiations are complete, please send this office a copy of the Contract and Gas Contract Brief.

Sincerely yours,

Harry T. Finnell,
Supervisor Gas Contracts
Energy Resources
Phone: 512 475-4541
HF/lg

⑧

M. F.

77534

CO:

LE

To

WTG

From

Dated

9-14-79

(9)

M. F. 79 534

CORRESPONDENCE FILE

To WTG EXPLOR. INC.

From

Dated 9-26-76



October 26, 1979

WTG Exploration, Inc.
229 Western United Life Bldg.
Midland, Texas 79701

SECOND REQUEST

ATTENTION: Gary R. Jackson

RE: State Lease M-77534
Meeker "15"
Reeves N. (3200) Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated **September 26, 1979** and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Telephone No. 512 475-4541
Enclosure
HF/lg

(10)

M. F. 77534

CORRESPONDENCE FILE

To WTG Explor

~~From~~

Dated 10-26-79

121 ~~SS~~
HF
File

WTG EXPLORATION, INC.
229 WESTERN UNITED LIFE BUILDING
MIDLAND, TEXAS 79701

A/C 915
682-6311

J. L. DAVIS
PRESIDENT

R. KEITH MOORE
CONTROLLER

WILSON COMOLA
GEOLOGICAL CONSULTANT

November 1, 1979

General Land Office
Bob Armstrong, Commissioner
Austin, Texas 78701
Attn: Harry T. Finnell

RE: State Lease M-77534
Meeker "15"
Reeves N. (3200) Field
Reeves County, Texas

Free Royalty

Dear Sir:

In reference to your letter dated October 26, 1979, concerning the lease mentioned above there has never been a Gas Contract generated since there has never been any production from Meeker "15" and has been "shut in" since completion.

If there are any further questions please feel free to contact me.

Yours very truly,

Richard D. Hatchett
Richard D. Hatchett

RDH/ej

(11)

M. F. 77534

CORRESPONDENCE FILE

To WIG Exploration

From

Dated 11-1-79

77-70-53



March 3, 1980

WTG Exploration, Inc.
229 Western United Life Building
Midland, Texas 79701

RE: State Lease M-77534
Meeker "15" Lease
Reaves North (3200') Field
Reeves County, Texas

Gentlemen:

This will acknowledge receipt of your \$274.29 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,

Ernest H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2858
RWB/glc
Enclosure

12

M. F. 77534

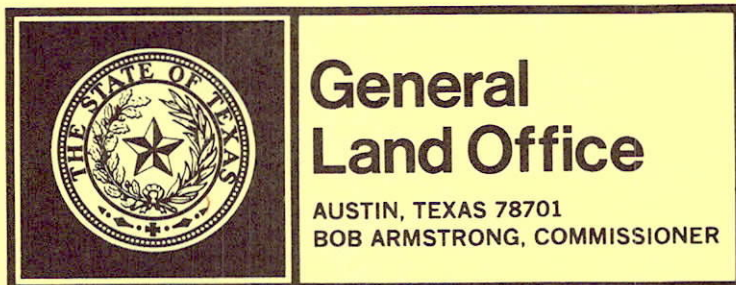
CORRESPONDENCE FILE

To

WTG Explorer

From

Dated 3-3-80 G.



April 10, 1980

WTG Exploration, Inc.
229 Western United Life Building
Midland, Texas 79701

SECOND REQUEST

RE: State Lease M-77534
Meeker "15" Lease
Reaves North (3200') Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated **March 3, 1980** 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,

E.H. Hielscher, Unit Supervisor
Resource Accounting
Telephone No. **512-475-2858**
Enclosure

RWB/glc

M. F. 77534 (13)
CORRESPONDENCE FILE

To WTC Exploration
From
Dated 4-10-80 gr

Date 4/17/80

COMPANY W T G Exploration

P. O. BOX 211 No Colorado

PERSON CALLING Thomas Stearns

CITY Holland 79701

RE: State Lease M- 77534

Lease Weeker 15

Field Reeves No 3200'

County Reeves

REMARKS: 3/3/80 original letter for shut-in affidavits
4/10/80 follow up letter

They have had a change in personnel and Mr Stearns has just gotten this request but can't find the ~~of~~ shut affidavits which we sent.

He requests that we send more affidavits & he will fill out the forms & mail back to us.

Referred to C. W. H. Hall

Remarks:



M. F. 77534

CORRESPONDENCE FILE

~~18~~

WTG Exploration

FROM

DATED 4-17-80 cw

April 18, 1980

WTG Exploration, Inc.
211 N. Colorado
Midland, Texas 79701

ATTENTION: Mr. T. Newsom

RE: State Lease M-77534
Meeker "15" Lease
Reaves North (3200') Field
Reeves County, Texas

Gentlemen:

Reference is made to your telephone conversation with Ernest Hielscher of this office on April 17, 1980, concerning the filing of shut-in affidavits for the subject lease.

Enclosed are additional shut-in affidavits. Please complete and return one copy to this office and retain one copy for your files.

Sincerely yours,

Charles F. Whitsel, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2856

CFW/lsg
Enclosures

M. F.

77534

CORRESPONDENCE FILE

TO

W. L. G. Exploration

FROM

DATED

4-18-80 /sg

Shut-In Affidavit

Enter appropriate comments, if any,
and initial. Pass to next person
within one day.

	Initial:	Date:
Affidavit Auditor	<u>P.R.D</u>	<u>4-25-80</u>
Comments:		

Exploration & De-	<u>R V P</u>	<u>4-28-80</u>
velopment		
Comments:		

Legal-Energy	<u>LL</u>	<u>4.30.80</u>
Resources		
Comments:		

Affidavit Auditor	<u> </u>	<u> </u>
Comments:		

✓ **WTG EXPLORATION, INC.**

211 NORTH COLORADO (915) 682-6311

✓ MIDLAND, TEXAS 79701

Check # 9735 February 11, 1980

Credit to : General Land Office

Shut-in royalty payment on Section 15, Reeves County, Texas

(122)

77847

X #274. 29

WTG EXPLORATION, INC.
229 Western United Life Bldg.
Midland, Texas 79701

General Land Office
State of Texas
Austin, Texas 78701
Attention: Bob Armstrong,
Commissioner

Date January 30, 1980

Gentlemen:

We enclose herewith our check in the amount of \$ 274.29 payable to yourselves to be deposited to the credit of the following parties:

General Land Office

The above amount is in payment of shut-in royalty for the following:
All of Section 15, Block C-21, PSL Survey, Reeves County, Texas, Save and Except for a 91.43 acre tract of land out of said Section 15, being described as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres, more or less. Arco #051107-0 Oil and Gas Lease, Reeves County, Texas, Exp. Lease Date 2/15/79, recorded in Volume 322, Page 190

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND ONE COPY OF THIS RENTAL RECEIPT TO US.

Yours very truly,

Richard D. Saldie

77847

WTG Exploration, Inc.

Receipt is hereby acknowledged of the above amount and the same has been credited according to your instructions.

Dated _____

Lease No. _____ By _____

Title

WTG EXPLORATION, INC.
229 Western United Life Bldg.
Midland, Texas 79701

General Land Office

Date January 30, 1980

State of Texas

Austin, Texas 78701

Attention: Bob Armstrong,
Commissioner

Gentlemen:

We enclose herewith our check in the amount of \$ 274.29 payable to yourselves to be deposited to the credit of the following parties:

General Land Office

The above amount is in payment of shut-in royalty for the following:
All of Section 15, Block C-21, PSL Survey, Reeves County, Texas, Save and Except for a 91.43 acre tract of land out of said Section 15, being described as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres, more or less. Arco #051107-0 Oil and Gas Lease, Reeves County, Texas, Exp. Lease Date 2/15/79, recorded in Volume 322, Page 190

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND ONE COPY OF THIS RENTAL RECEIPT TO US.

Yours very truly,

Richard D. Baldert

77847

WTG Exploration, Inc.

Receipt is hereby acknowledged of the above amount and the same has been credited according to your instructions.

Dated _____

Lease No. _____

By _____

_____ Title

121
77534
GENERAL LAND OFFICE LEASE NUMBER M- 77533

Operator WTG Exploration, Inc.

Lease Name Meeker Field Undesignated

Description of Lease:

Area _____ Tract _____

Part NW/4 Section 15 Block C-21

Grantee PSL Survey Acres 320 County Reeves

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 362

Barrels Liquid -0- Date Shut-in 2-16, 1978

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? No
If not, explain under Remarks.

2. Name of nearest purchaser Pioneer Natural Gas Company

3. Distance to nearest Gas Pipe Line 3 miles Price per MCF being offered _____

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 _____

Remarks:

need \$274.29

2-21-80

R# 77847

I certify that this statement is true and correct.

G.L.O. use only

By: Jimmy D. Newson - Title Accountant

Sworn and subscribed to before me, the undersigned authority, on this 22nd day of April, 1980

Nancy Chandler
Notary Public in and for

Midland County, State of Texas

NANCY CHANDLER, Notary Public
In and for Midland County, Texas

Receiving Stamp



M.F. No. _____

Affidavit and

Shut-in Gas Royalty Payment

For _____ 19__ / _____ 19__

Commissioner

Filed by _____
Clerk

M-77534

SHUT-IN AFFIDAVIT

3-1-80 - 3-1-81

P.D.

(16)

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__ \$ _____

October 14, 1980

WTG Exploration, Inc.
229 Western United Life Bldg.
Midland, Texas 79701

RE: State Lease M-77534
Meeker "15" Lease, Reeves N. (3200') Field
Section 15, Block C-21, 548.57 Acres
Reeves County, Texas, ARCO Lease #0511107-0

Gentlemen:

The State of Texas has a Free Royalty interest in the captioned oil and gas lease, which is dated February 15, 1973, and was executed by L. H. Meeker et al for a primary term of five years. The primary term thus ended February 15, 1978.

Information in our file indicates that Well No. 1 was completed as a gas well and was shut in on February 16 or 17 in 1978, a day or two after the end of the primary term. Our records reflect the payment of shut-in gas royalties in the amount \$274.29 for the period from March 1, 1979 to March 1, 1980, and for the period from March 1, 1980 to March 1, 1981. Our file does not contain a shut-in payment for the period from March 1, 1978 to March 1, 1979.

Please check your records and verify whether or not a shut-in payment was made for the first year following the primary term. If such payment was not made to the General Land Office, please remit at this time the sum of \$274.29.

Very truly,yours,

Bob Armstrong

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

M. F. 77534
CORRESPONDENCE FILE

To 31 TC Cople

From

Dated 10-14-80

121

WTG EXPLORATION, INC.
~~228 WESTERN UNITED LIFE BUILDING~~ 211 North Colorado
MIDLAND, TEXAS 79701

A/C 915
682-6311

J. L. DAVIS
PRESIDENT
R. KEITH MOORE
CONTROLLER
WILSON COMOLA
GEOLOGICAL CONSULTANT
LOUIS B. KELLETT
GEOLOGICAL CONSULTANT

November 4, 1980

Commissioner of the General Land Office
1700 N. Congress
Austin, Texas 78701

Attention: Mr. Lanvil Gilbert, Attorney

Re: State Lease M-77534
Meeker "15" Lease
Reeves N. (3200') Field
Section 15, Block C-21, PSL
548.57 Acres
Reeves County, Texas
ARCO Lease #0511107-0

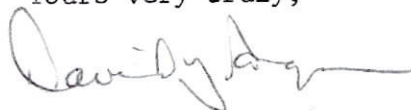
Gentlemen:

In response to your inquiry of October 14, 1980, concerning a shut-in payment for the period of March 1, 1978, to March 1, 1979, please be advised that payment was made. This lease had an original expiration date of February 15, 1978. WTG Exploration, Inc.'s #1-15 Meeker was completed on that date.

Enclosed are copies of WTG Exploration, Inc.'s checks payable to the Commissioner of the General Land Office for the period noted.

If you have further questions in regard to this matter please let me know.

Yours very truly,



David Y. Rogers, Agent
for WTG Exploration, Inc.
575 One Marienfeld Place
Midland, Texas 79701

DYR/jc
Encls.

WTG EXPLORATION, INC.

229 WESTERN UNITED LIFE BLDG. (915) 682-6311
MIDLAND, TEXAS 79701

000177

DATE

4/26/78

ARCO #051107-0

Recorded in Vol. 322, Page 190

Shut-In Gas Royalty Distribution for All of Section 15, Block #21, P.S.L. Survey, Reeves County, Texas, Save and Except a 91.43-acre tract of land out of said Section 15, being described as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres, more or less.

LESSOR

Commissioner of the G. L. O.

AMOUNT

274.29

CHECK #

9084

***** 20

WTG EXPLORATION, INC.

229 WESTERN UNITED LIFE BLDG. (915) 682-6311
MIDLAND, TEXAS 79701

000177

CHECK NO.

9084

DATE

4/26/78

\$274.29

PAY Two hundred seventy-four dollars and 29 cents

TO THE
ORDER
OF General Land Office
Austin, TX

WTG EXPLORATION, INC.

BY

NON-NEGOTIABLE

MIDLAND
NATIONAL BANK
MIDLAND, TX

WTG EXPLORATION, INC.

229 WESTERN UNITED LIFE BLDG. (915) 682-6311
MIDLAND, TEXAS 79701

93805000177

CHECK NO.

9084

DATE

4/26/78

\$274.29

PAY Two hundred seventy-four dollars and 29 cents

TO THE
ORDER
OF General Land Office
Austin, TX

WTG EXPLORATION, INC.

BY

11.0000

11-12-54 2-3-54

REPUBLIC BANK
DALLAS TEXAS
11-12-54

ROY STATE TREASURER
GENERAL LAND OFFICE
BOB ARMSTRONG, Commissioner

VETERANS' LAND BOARD
BOB ARMSTRONG, Chairman

2480

M 77534
11-4-80 letter from WTG
File Dated 11-4-80
Bob Armstrong, Commissioner

77. 0.00

MINERAL ACCOUNTING
MEMORANDUM

(File in "B" File)

RE: M- 77534

Operator _____

Lease _____

County _____

Split from M- _____
which is

☐

Producing

☐

Nonproducing

FROM: Mineral Accounting 3-16-81 Ray Wagenfuhr
TO: Exploration & Development _____
TO: Legal RRC records show well shut-in through 2/81
note W.T.G.
3-24-81 M.J. Mendenhall

NONPRODUCING

____ Delay Rental Due On _____ Not Received

____ Primary Term Expired _____

PRODUCING STATUS

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

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

Name _____

No MA-2 being Reported.

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

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

Name _____

RENTAL: PLEASE GIVE PRODUCTION STATUS

MAPS: One Gas well showing GA 3-16-81
Comp. 2-16-78
Dept. 3270'
By: W.T.G.

GAS PROD FOR 1980 : 16,460
COND PROD FOR 1980: -0-

11 2400 888
12 2480 1026

WTGEC

OIL AND GAS DIVISION

DISTRICT 08

ANNUAL 1980

PAGE 607

422L 05***

L 05

422L 05***

GAS PRODUCTION LEDGER

FIELD	OPERATOR	LEASE	WELL NUMBER	WELL IDENT NUMBER	MONTH	ALLOW ABLE	PRODUCTION	GAS	MCF	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
AS REAVES, N. (3200)	WTG EXPLORATION, INC.	MEEKER 15	75090	500	/CONTINUED/														
		COMPLETION DATE 2/15/78	945225	75302	/CONTINUED/														
		POTENTIAL (G-1) 362	1		1 SHUT IN	-0-													
		PERF 3189- 3192 TD 3270			2 SHUT IN	-0-													
		BHP 1478			3 SHUT IN	-0-													
		CNTY REEVES			4 SHUT IN	-0-													
					5 SHUT IN	-0-													
					6 SHUT IN	-0-													
					7 SHUT IN	-0-													
					8 SHUT IN	-0-													
					9 SHUT IN	-0-													
					10 SHUT IN	-0-													
					11 SHUT IN	-0-													
					12 SHUT IN	-0-													
		GAS PROD FOR 1980 : -0-																	
		COND PROD FOR 1980: -0-																	
HILL "42"			1	76233	1	655D	318												
		COMPLETION DATE 4/08/78			2	816R	816												
		POTENTIAL (G-1) 260			3	620M	288												
		PERF 2980- 2983 TD 3070			4	450D	162												
		POTE 227 WHP 680			5	620	468												
		DEL 13 BHP 975			6	600	514												
		GAS GRAV .650			7	874R	874												
		CNTY REEVES			8	579R	579												
					9	390	384												
					10	491R	491												
		GAS PROD FOR 1980 : 5,660			11	390	355												
		COND PROD FOR 1980: -0-			12	411R	411												
ARCO STATE "44"			1	76234	1	1012R	1012												
		COMPLETION DATE 4/08/78			2	917R	917												
		POTENTIAL (G-1) 1200			3	930M	865												
		PERF 3028- 3035 TD 3215			4	900M	486												
		POTE 1010 WHP 1180			5	930	1091												
		DEL 33 BHP 1080			6	900	771												
		GAS GRAV .650			7	1310R	1310												
		CNTY REEVES			8	1023	867												
					9	990	576												
					10	1023	737												
		GAS PROD FOR 1980 : 9,781			11	990	533												
		COND PROD FOR 1980: -0-			12	1023	616												
HILL "40"			1	77846	1	SHUT IN	-0-												
		COMPLETION DATE 4/21/78			2	SHUT IN	-0-												
		POTENTIAL (G-1) 85			3	SHUT IN	-0-												
		PERF 3028- 3037 TD 3097			4	SHUT IN	-0-												
		BHP 1299			5	SHUT IN	-0-												
		CNTY REEVES			6	SHUT IN	-0-												
					7	SHUT IN	-0-												
					8	SHUT IN	-0-												
					9	SHUT IN	-0-												
					10	SHUT IN	-0-												
					11	SHUT IN	-0-												
					12	SHUT IN	-0-												
		GAS PROD FOR 1980 : -0-																	
		COND PROD FOR 1980: -0-																	

RRC Operator records show well S/I through FEB. 1981

mm

WTGEC

161
32
32

WTGEC

19

M.F. 77534

CORRESPONDENCE FILE

To: Acc. Memo

L R R C Gas Prod. Ledger.

From:

Dated 3-24-81

mjt

March 24, 1981

WTG Exploration, Inc.
211 North Colorado
Midland, Texas 79701

RE: State Lease M-77534
Meeker "15" Lease, Reeves, N.(3200) Field
Sec. 15, Blk. C-21, PSL
Reeves County, Texas
(Arco Lease #0511107-0)

Gentlemen:

This letter is to inquire about the status of the captioned oil and gas lease in which the State of Texas owns a royalty interest.

According to the records of this office, your #1 gas well was shut-in on February 16, 1978, and this lease has been perpetuated since then by shut-in payments, (or "advance annual royalty", as it is termed in the lease agreement). Railroad Commission records indicate that this well has been shut-in through February, 1981.

Please notify this office of the status of the subject lease at your earliest convenience.

If the well remains shut-in, please submit the "advance annual royalty" payment due the State, along with a completed affidavit of shut-in status, (General Land Office form enclosed).

If actual production has begun from this lease, please commence royalty payments to the State, submit a copy of your Gas Purchase Contract, and notify this office of the date of first deliveries.

Please feel free to call if you have any questions.

Yours truly,

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

cc: David Y. Rogers, Agent
for WTG Exploration, Inc.
575 One Marienfeld Place
Midland, Texas 79701

M. F. 77534
CORRESPONDENCE FILE

To

WTG Explo. Inc.

From

Dated 3-24-81

M-77534

SHUT-IN AFFIDAVIT

Enter appropriate comments, if any,
and initial. Pass to next person
within one day.

Affidavit Auditor Initial: F.D Date: 4/27/81
Comments:

Exploration & De- RVP 4-27-81
velopment
Comments:

Legal-Energy JS 4-29-81
Resources
Comments:

Affidavit Auditor _____
Comments:

WTG EXPLORATION, INC. ✓

211 NORTH COLORADO (915) 682-6311

MIDLAND, TEXAS 79701 ✓

122

CHECK # 10541

CHECK DATED: 4-1-81

DESCRIPTION: SHUT - IN ROYALTY FOR ALL OF SECTION 15 BLOCK C-21 , PSL SURVEY
REEVES CO TEXAS

AMOUNT: \$ ~~X~~ 274.29

103568



WTG EXPLORATION, INC.
211 N. Colorado
Midland, Texas 79701

General Land Office
State of Texas
Austin, Texas 78701

Date April 1, 1981

Attn: Bob Armstrong, Commissioner
Gentlemen:

We enclose herewith our check in the amount of \$ 274.29 payable to yourselves to be deposited to the credit of the following parties:

General Land Office

The above amount is in payment of shut-in royalty for the following:
All of Section 15, Block C-21, PSL Survey, Reeves County, Texas, Save and
Except for a 91.43 acre tract of land out of said Section 15, being described
as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres,
more or less. Arco #051107-0 Oil and Gas Lease, Reeves County, Texas, Exp.
Lease 2/15/79, recorded in Volume 322, Page 190

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND ONE COPY
OF THIS RENTAL RECEIPT TO US.

Yours very truly,



Jeff Latimer

103568

Receipt is hereby acknowledged of the above amount and the same has been credited
according to your instructions.

Dated _____

Lease No. _____ By _____

Title _____

receipts returned → *4/28/81*

WTG EXPLORATION, INC.
229 WESTERN UNITED LIFE BUILDING
MIDLAND, TEXAS 79701

A/C 915
682-6311

J. L. DAVIS
PRESIDENT
R. KEITH MOORE
CONTROLLER
WILSON COMOLA
GEOLOGICAL CONSULTANT
LOUIS B. KELLETT
GEOLOGICAL CONSULTANT

April 1, 1981

Max J. Werkenthin, Attorney
General Land Office
Austin, Texas 78701

RE: State Lease M-77534
Meeker "15" Lease
Reeves, N. (3200) Field
Sec. 15, Blk C-21, PSL
Reeves County, Texas
(Arco Lease #0511107-0)

103568

Dear Mr. Werkenthin:

The above mentioned well will continue to be shut in, and may possibly be abandoned in 1981.

Should you need any further information, please advise.

Yours very truly,



Kelli Werner

/kw

SHUT-IN GAS WELL AFFIDAVIT

GENERAL LAND OFFICE LEASE NUMBER M-77533Operator WTG Exploration, Inc.Lease Name Meeker Field Reeves, N. (3200)

Description of Lease:

Area _____ Tract _____

Part NW/4 Section 15 Block C-21Grantee PSL Survey Acres 320 County Reeves

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 362
Barrels Liquid -0- Date Shut-in 2/16, 1978Well # _____ 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? No
If not, explain under Remarks.2. Name of nearest purchaser Pioneer Natural Gas Company3. Distance to nearest Gas Pipe Line 3 miles Price per MCF being offered _____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? No5. 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 _____

Remarks: The gas produced by this well would be low volume with a flowing pressure of +100 pounds. Pioneer's gas line is a high pressure (+800 pounds) line. Present day economics for compression and transportation of gas from this well is not feasible.

V-88-81
\$ 274.29recd. \$ 274.29
4/22/81
Reg. # 103568

I certify that this statement is true and correct.

G.L.O. use only

By: Jeff Latimer Title AccountantSworn and subscribed to before me, the undersigned authority, on this 2nd day of April, 1981Kelli Werner KELLI WERNER
Notary Public in and forMidland County, State of Texas

Receiving Stamp

M-77534

Shut-in Affiliant

3/1/81 - 3/1/82

P.D.

(21)

M.F. No. 1000
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 \$

April 7, 1982

WTG Exploration, Inc.
3100 N. "A", Bldg. E, Suite 202
Midland, Texas 79701

ATTENTION: Accounting Manager

RE: State Lease M-77534
Meeker "15" Lease
Reeves N. (3200) Field
Reeves County, Texas

Gentlemen:

This will acknowledge receipt of your \$274.29 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,

Charles F. Whitsel, Unit Supervisor
Resource Accounting
Telephone No. 512-475-2856

DGD/pdg
Encl.

22

M. F. 775341
CORRESPONDENCE FILE
TO

WTG Exploration
FROM

DATED 4-7-82

M-77534

SHUT-IN AFFIDAVIT

Enter appropriate comments, if any,
and initial. Pass to next person
within one day.

Affidavit Auditor Initial: DGD Date: 4-15-82
Comments:

Exploration & De- RVP 4-15-82
velopment
Comments:

Legal-Energy MMW 4-15-82
Resources
Comments:

Affidavit Auditor DGD 4-16-82
Comments:

WTG EXPLORATION, INC.

3100 North "A" St. Building E Suite 202
(915) 682-6311 Midland, Texas 79701

122

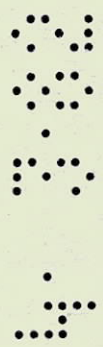
Check Number: 11056

Check Amount: \$274.29

Check Date: April 1, 1982

To: General Land Office

Description: in payment of SI royalty for all of Sec. 15, Blk. C-21, PSL svy., Reeves Co., TX, save & except for a 91.43 acre tract of land out of said Sec. 15, being described as the middle 1/3 of the East 3/7 of said section containing 548.57 acres, more or less. Arco #051107-0, oil & gas lease, Reeves Co., TX. Exp. lease date 2-15-79, rec. in vol. 322, page 190 to cover 2-15-82 through 2-15-83, credit to General Land Office



X 274.29

79969

Receipt Returned
in Encl. Envelope - 4-6-82.

WTG EXPLORATION, INC.
3100 N. "A" Street
Bldg. E, Suite 202
Midland, Texas 79701

General Land Office

Date April 1, 1982

State of Texas

Austin, TX 78701

Attn: Bob Armstrong, Commissioner

Gentlemen:

We enclose herewith our check in the amount of \$274.29 payable to yourselves to be deposited to the credit of the following parties:

General Land Office

The above amount is in payment of shut-in royalty for the following:
All of Section 15, Block C-21, PSL Survey, Reeves County, Texas, Save and
Except for a 91.43 acre tract of land out of said Section 15, being described
as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres,
more or less. Arco #051107-0 Oil and Gas Lease, Reeves County, Texas, Exp.
Lease Date 2/15/79, recorded in Volume 322, Page 190, to cover 2-15-82 - 2-15-83

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND ONE COPY
OF THIS RENTAL RECEIPT TO US.

Yours very truly,

79969

David Davis

WTG Exploration, Inc.

Receipt is hereby acknowledged of the above amount and the same has been
credited according to your instructions.

DATED _____

Lease No. _____

By _____

Title

SHUT-IN GAS WELL AFFIDAVIT

121

GENERAL LAND OFFICE LEASE NUMBER M- 77534

Operator WTG Exploration, Inc.

Lease Name Meeker "15" Field Reeves, N. (3200)

Description of Lease:

Area Reeves Tract Save & Except middle 1/3 of

East 3/7 (91.43 net)

Part all of 15 Section C-21 Block

Grantee PSL Survey Acres 548.57 County Reeves

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 362
CN
 Barrels Liquid -0- Date Shut-in 2/16, 19 78

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? no
 If not, explain under Remarks.

2. Name of nearest purchaser Pionner Natural Gas

3. Distance to nearest Gas Pipe Line 3 miles Price per MCF being offered 3.015

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

Remarks: This would require 3 miles of gas gathering lines and compression. Deliverability against 35 psi backpressure indicates 35 MCF per day plus 85 bbls per day of water. Under present conditions this is an uneconomical situation.

V-88/82
 4-16-82

\$274.29
 Rec'd 4-3-82
 Reg. # 79969

I certify that this statement is true and correct.

Jeff Latimer

By: Jeff Latimer - Title Accountant

Sworn and subscribed to before me, the undersigned authority, on this 13 day of April, 1982

Kelli Werner

Notary Public in and for

Madison County, State of Tex

G.L.O. use only

Receiving Stamp



KELLI WERNER
 Notary Public - State of Texas
 My Commission Expires March 5, 1984



M.F. No. 77534

Affidavit and

(23)

Shut-in Gas Royalty Payment

For 2-15-1981 2-15-1982

Commissioner

Filed by D. Donaldson
Clerk

G.L.O. use only:

M-_____

Has lease been amended? _____

Electric or Radio Active Logs filed? _____

Potential Test (RRC Form GWT-1 received? _____

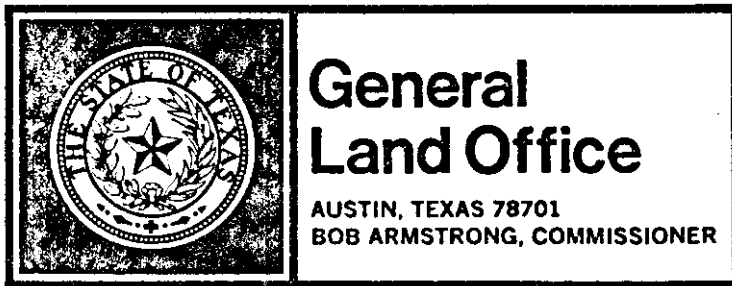
Primary Term Expired _____, 19____

Acres _____ Rental \$ _____ Twice Rental \$ _____

Checked by _____ Audited by _____

Shut-in Gas Royalty for _____ 19__ to _____ 19__ \$ _____





November 16, 1982

WTG Exploration, Inc.
211 North Colorado
Midland, Texas 79701

RE: State Lease M-77534
Meeker "15" Lease
Reaves N. (3200') Field
Reeves County, Texas

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form and/or the statutes, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

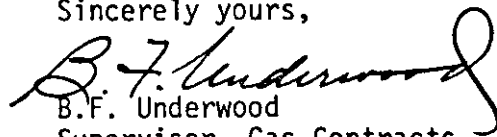
The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If the 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,


B.F. Underwood
Supervisor, Gas Contracts
Resource Accounting
Telephone No. 512-475-2855

BFU/pdg
Enclosure

GLO-RA-02-(1-82)

84
M. F. 77534

CORRESPONDENCE FILE

TO

St T & Expl. Inc.

FROM

DATED 11-16-82



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

November 19, 1982

W. T. G. Exploration, Inc.
211 North Colorado
Midland, Texas 79701

RE: State Lease M-77534
Meeker "15" Lease
Reaves North, (3200') Field
Reeves County, Texas

Gentlemen:

Our records indicate production was secured from the subject lease during August, 1982.

As the State owns an interest in the above lease, various reports concerning the lease's production and sales should be filed with this office each month.

Enclosed is a booklet entitled "Rules and Regulations Governing Oil and Gas Reports and Payments (ERP-100)", a supply of Gas Reports (Form MA-2), and a blank for reorder when this supply is depleted. (Specific filing instructions are also on the reverse side of each report.)

Gas Reports (Form MA-2) and royalties must be received on or before the fifteenth day of the second month succeeding the month of production.

Furthermore, we are enclosing a copy of a letter dated March 7, 1975 that was mailed to all lessees and operators of State leases concerning the calculation of royalties on gross value. If you have any questions or problems regarding this subject, please let us know.

Please file the necessary reports and corresponding purchase statements from the date of first production to date and monthly thereafter.

Sincerely yours,

Billy Lancaster, Administrative Supervisor
Resource Accounting
Telephone No. 512-475-2858
TB/hlm
Enclosure

25

M. F. 77534

CORRESPONDENCE FILE

To

WTG Exploration

From

Dated 11-19-82

WELL/LEASE STATUS REPORT INFORMATION

MFN 77534 OK

Please initial and pass on to the next person on the list.

	INITIAL	DATE
1. Lillie Gamble	<u>LG</u>	<u>11/16/82</u>
2. Gas Auditor TB	<u>TB</u>	<u>11-18-82</u>
3. Oil Auditor AG	<u>AG</u>	<u>11-19-82</u>
4. LaVerne Montano	<u>LM</u>	<u>11-19-82</u>

REMARKS:

*Let's for gas reports
sent 11-18-82
TB*

✓ 77533

gas - no
oil - no

ENERGY RESOURCES

WELL/LEASE STATUS REPORT INFORMATION

TO La Verne Montano FROM S. Thaddeus
DATE ACTION INITIATED 5/5/78 DATE ACTION COMPLETED 11-10-82
ORIGINATING SOURCE Gile Jensen DATA SOURCE Fitch
NAME OF OPERATOR WTG Exploration Inc OPERATOR NO. _____
RRC DISTRICT 08 FIELD Leaves N. (3 rods) FIELD CODE 75090500
LEASE Meeker 15" LEASE NO. OR WELL ID NO. 75302
OIL WELL ☐ GAS WELL ☒ WELL NO. 1 COUNTY Reeves
COMPLETION DATE 3-3-78 2/15/78 DEPTH 3300 3070
POTENTIAL 362 MCF G/D G.L.O. MINERAL FILE NO. 77534
OTHER INFORMATION Permit # 15754

REPLY

DATE OF INITIAL PRODUCTION 8/82

GATHERER OF GAS _____

GATHERER OF CONDENSATE/CRUDE OIL _____

OTHER INFORMATION _____

5/81 -0- 7/81 -0- 10/81 -0- 12/81 -0- 3/82 -0-

2-81 -0-

12/80 -0-

PRODUCTION INFORMATION

5/82 -0-

6/82 shut in
GAS

PERIOD

GAS PRODUCTION (MCF)

CONDENSATE/CRUDE OIL PRODUCTION (BBLS)

2/78

-0-

10/78

-0-

6/79

3/78

- No Rpt

11/78 shut in

7/79

4/78

-0-

12/78

-0-

8/79

5/78

-0-

1/79

-0-

9/10/79

6/78

-0-

2/79

-0-

11/79

7/78

-0-

3/79

-0-

2/80

8/78

-0-

4/79

-0-

4/80

9/78

-0-

5/79

-0-

9/80

GAS PRODUCTION LEDGER

RAILROAD COMMISSION OF TEXAS

TYPE FIELD	FIELD OPERATOR LEASE	WELL NUMBER	BRC IDENT NUMBER	Z ZONE	GAS-M.C.P.				GAS RATE STATUS	CONDENSATE—BARRELS				
					ALLOWABLE	PRODUCTION	CREDIT INJECTION GAS LIFT	CUMULATIVE STAT UNDER RACK C.C.M. UNDER RACK		GATHERED	LIMIT	LAST PRODUCTION	PLANT PRODUCTION	STATUS
AS	REAVES, N. (3200) TEXACO INC. REEVES -BC- FEE BHP 1520	75090 844110 2	500 /CONTINUED/ 072033/	CONTINUED/ CONTINUED/ CONTINUED/ 7 SHUT IN 8 SHUT IN		-0- -0-		489 489	9-1	VALEV				
	REEVES -BD- FEE COMPLETION DATE 7/26/77 POTENTIAL (G-1) 260 PERF 3078- 3116 TD 3179 BHP 1526	1	072324	3 T. A. 4 T. A. 5 T. A. 6 T. A. 7 T. A. 8 T. A.	-0- -0- -0- -0- -0- -0-					VALEV				
	WISER OIL CO, THE-ZINN PETRO CO FIRST NATIONAL BANK - STATE COMPLETION DATE 9/07/80 POTENTIAL (G-1) 2337 PERF 3263- 3295 TD 3370	933801 1	089984	3 T. A. 4 T. A. 5 T. A. 6 T. A. 7 PLUGGED & ABANDONED	NO-REPORT NO-REPORT NO-REPORT -0- -0-				06/07/82					
	WTG EXPLORATION, INC. HILL "32" COMPLETION DATE 1/07/78 POTENTIAL (G-1) 2800 PERF 3011- 3051 TD 3125 WHP 1185 DEL 45 BHP 1290	945225 1	075056	3 1519 4 1470 5 1519 6 1470 7 1519 8 1984	1111 170 245 1087 805 1984					WTGEC				
	MEEKER 15 COMPLETION DATE 2/15/78 POTENTIAL (G-1) 362 PERF 3189- 3192 TD 3270 WHP 1000 DEL 91 BHP 1478	1	075302	3 SHUT IN 4 SHUT IN 5 SHUT IN 6 SHUT IN 7 SHUT IN 8 275	-0- -0- -0- -0- -0- 912			639		WTGEC				
	HILL "42" COMPLETION DATE 4/08/78 POTENTIAL (G-1) 260 PERF 2980- 2983 TD 3070 WHP 1025 DEL 20 BHP 975	1	076233	3 620 4 600 5 620 6 600 7 620 8 620	445 28 41 109 134 331					WTGEC				
	ARCO STATE "44" COMPLETION DATE 4/08/78 POTENTIAL (G-1) 1200 PERF 3028- 3035 TD 3215 WHP 940 DEL 30 BHP 1080	1	076234	3 992 4 960 5 992 6 960 7 992 8 991	667 86 122 615 402 991					WTGEC				
	HILL "40" COMPLETION DATE 4/21/78 POTENTIAL (G-1) 85 PERF 3028- 3037 TD 3097 BHP 1299	1	077846	3 SHUT IN 4 SHUT IN 5 SHUT IN 6 SHUT IN 7 SHUT IN 8 SHUT IN	-0- -0- -0- -0- -0- -0-									
OIL AND GAS DIVISION					DISTRICT 08					AUGUST 1982				
					PAGE 344									

26

m- 77534
well/leave status
Report
12-02-82



December 17, 1982

W. T. G. Exploration, Inc.
211 North Colorado
Midland, Texas 79701

SECOND REQUEST

RE: State Lease M-77534
Meeker "15" Lease
Reaves North, (3200') Field
Reeves County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated November 19, 1982 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Billy Lancaster, Administrative Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure
TB/hlm

(27)

M. F. 77534

CORRESPONDENCE FILE

To

WTG Exploration

From

Dated 12-17-82



WTG EXPLORATION, INC.
3100 NORTH "A", BLDG. E, SUITE 202
MIDLAND, TEXAS 79701

Area Code (915)
682-4030
682-6311

DAVID L. DAVIS
Vice-President

LOUIS B. KELLETT
Geologist

WILSON COMOLA
Geological Consultant

January 25, 1983

RE: L.H. Meeker
Sec. 15, Blk. C-21
PSL Survey
Reeves County, Texas

Dear Interest Owner:

Enclosed please find two (2) copies of the above mentioned Division Order. Please sign, witness, and put your Social Security Number or Tax Identification Number on both copies. Please return one copy to the above address and keep one copy for your files.

Thank you for your prompt attention to this matter.

Yours very truly,

Sue Courts

Sue Courts

/sc

Enclosures

3/1/81

GAS DIVISION ORDER

TO: WTG Exploration, Inc.
3100 N."A", Bldg.E, Suite 202
Midland, Texas 79701

DIVISION ORDER NO. 10051

DATE: December 31,, 1982

EFFECTIVE AS OF Date of First Runs

Herein called "the Company"

Each of the undersigned certifies and guarantees that he is entitled to dispose of and receive payment for the specified fraction of the gas (the term "gas" as used herein shall mean natural gas and the constituent elements thereof excluding condensate) produced from wells on the L.H. Meeker lease located in Reeves County, State of Texas, more particularly described as follows:

Covering the Northwest Quarter (NW/4), Section 15, Block C-21, Public School Lands, containing 160 acres, more or less, from the surface to a depth of 3320 feet.

and until further notice you will give credit from all gas received as per directions below:

CREDIT TO	DIVISION OF INTEREST	P.O. ADDRESS
-----------	----------------------	--------------

SEE EXHIBIT "A"

1. The gas run hereunder shall become the property of the Company, and good title is hereby warranted to it, and such good title to same shall pass to the Company as soon as the same is received by any pipelines or other conveyance designated by the Company.

2. The gas received under this Division Order shall be paid for by the Company to the party or parties entitled thereto according to the division of interests shown above. Settlements shall be made monthly, except as hereinafter provided, and shall be at the price provided in the following gas purchase contracts:

Westar Transmission Company (Formerly Pioneer Natural Gas Company)
Gas Contract PC #1404 dated May 15, 1978 and Amendment to PC #1404
dated November 19, 1982.

In the event of cancellation or termination of said gas contracts, then settlement shall be based upon the price paid by the purchaser of the gas sold, less compression, treating, dehydration, and transportation expenses, if any, necessary to render the gas merchantable at the place of sale and for the price being paid by the purchaser.

3. For the amount due on account of oil received during each calendar month, payment shall be made on or before 45 days after the close of the calendar month of receipt. Payments may be made by paying to the parties above designated in person or by mailing the Purchaser's check therefor to the address of the parties designated to receive same, as given above; provided, however, at the option of the Company, that no payments shall be made to individual interest holders until the sum due on account of such interest shall amount to \$20.00 or more. Orders transferring interests, supported by certified copy of deed, assignments, or other legal documents, must be received by the Company by the 20th of the month in which the transfer becomes effective, it being understood that transfers of interests are effective on the 1st of any current month.

4. It is agreed that the purchase and sale of gas shall be subject to the gas purchase contracts listed on Exhibit A attached. The revocation or termination of this division order shall not affect the terms of these contracts.

5. This division order shall continue in force for thirty (30) days and thereafter, until terminated upon notice in accordance with this paragraph. It is agreed that after the expiration of said thirty (30) days from date hereof, this division order may be terminated by the Company by its giving notice of its purpose so to terminate; and by any of the owners of said well interest may, by similar notice to the Company, terminate this division order as to their interest, without, however, affecting the same as to the interest of the other parties.

6. Sellers severally agree to notify the Company of any change in ownership, it being understood that any vendee or assignee of said wells or the production thereof shall take the same, subject to the terms hereof.

7. Satisfactory abstracts or other evidence of title will be furnished to the Company at any time on demand. In the event of a failure to so furnish such evidence of title, or in the event of an adverse claim or dispute at any time concerning title, the Company may hold the proceeds of all gas received and run without being liable for interest on the amount retained, until the dispute is resolved. If any action or suit is filed in any court affect the title either to the real property above described or to the gas produced therefrom in which any of the undersigned are parties, written notice of the filing of said action shall be immediately furnished to the Company by the undersigned party against whom, or by whom, the action is commenced, stating the court in which

same is filed and the title of such action or suit. The Company and any carrier transporting gas for the Company's account shall be held harmless from any judgment rendered in such suit insofar as same adversely affects the interest in said property owned by the undersigned together with all reasonable costs and expenses incurred in defending against such claim insofar as same adversely affect the interest of the undersigned, whether in the Company's defense or in the defense of the carrier transporting the gas for the Company's account. The undersigned agree to pay said judgment and said cost and expenses in the proportion and to the extent that same affect the interest owned by the undersigned.

8. The Company is hereby relieved of any responsibility for determining when any of the interests hereinabove set forth shall revert to other parties as a result of the completion or discharge of money or other payments from said interests and the signers hereof whose interests are affected by such money or other payments, if any, agree to deliver to the Company notice in writing, at the address above stated, when any such money or other payments have been completed or discharged or when other division of interest than that set forth above shall, for any reason, become effective, and to furnish transfer orders accordingly. If such notice is not be delivered to the Company, it shall be held harmless from, and is hereby released from, any and all damage or loss which might arise out of any overpayment.

9. The undersigned agree to indemnify and hold the Company harmless from any liability for any tax proposed or assessed against or paid on the undersigned's proportionate share of the purchase price, together with penalties incident thereto. The Company may deduct said tax from any amount owing by it to the undersigned. Without limitation upon the foregoing it is agreed that the indemnity herein contained shall be operative notwithstanding the fact that the Company may undertake to pay production taxes.

10. The undersigned each agree that any person, partnership or corporation to whom the Company sells all or any part of the gas which it purchases hereunder may make payment to the Company for all of said gas purchased therefrom, and agrees to look solely to the Company for payment of their interest in the gas which the Company is purchasing from them hereunder. The undersigned each agree, insofar as their interest is concerned, to hold harmless any purchaser from the Company against any claim of any nature in connection with the purchase of such gas from the Company and payment therefor.

11. This division order shall become valid and binding on each and every owner above named as soon as signed by each owner regardless of whether or not it be signed by any other of the above named owners.

12. This division order supersedes all former division orders given on the property described above.

13. The undersigned hereby expressly ratify and confirm the oil, gas and mineral lease(s) and gas contract(s) pursuant to which gas from the above described property is being produced, and any amendments and supplements thereto, including any designations, declarations or agreements creating a unit including the above described property. This ratification shall survive any extension, modification or termination of this division order.

WITNESS the signatures of the parties as of the effective date above written.

WITNESS/ATTEST	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY OR TAX ACCOUNT NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT "A"

Attached to and made a part of Gas Division Order Number 10051, pertaining to the L.H. Meeker lease covering the Northwest Quarter (NW/4), Section 15, Block C-21, Public School Lands, containing 160 acres, more or less, Reeves County, Texas, from the surface to a depth of 3320 feet.

NAME	ADDRESS	DECIMAL INTEREST
<u>ROYALTY INTEREST</u>		
The State of Texas General Land Office	Stephen F. Austin Bldg. 1700 N. Congress Ave. Austin, Texas 78701	.0625000 ✓
Meeker and Company, Inc.	6000 Camp Bowie Blvd. Suite 123 Fort Worth, Texas 76112	.0416666
James J. Meeker	C/O Ridglea State Bank P.O. Box 9170 Fort Worth, Texas 76107	.0416666
Lawrence Hill Meeker and The First National Bank of Fort Worth, Texas, Co- Independent Executors of the Estate of William Wade Meeker, deceased	One Burnett Plaza Fort Worth, Texas 76102	.0208334
Lawrence Hill Meeker and The First National Bank of Fort Worth, Texas, Co- Trustees under the Will of William Wade Meeker, deceased for the benefit of Charles Roeser Meeker	One Burnett Plaza Fort Worth, Texas 76102	.0104167
The First National Bank of Fort Worth, Texas, Trustee under the Will of William Wade Meeker, deceased, for the benefit of Anne Windfohr Phillips	One Burnett Plaza Fort Worth, Texas 76102	.0104167

NAME	ADDRESS	DECIMAL INTEREST
------	---------	------------------

OVERRIDING ROYALTY

Robert L. Monaghan	P.O. Box 2066 Midland, Texas 79702	.0050000
Cal-Mon Oil Company	P.O. Box 2066 Midland, Texas 79702	.0050000
John M. Wetzel	P.O. Drawer 2818 Midland, Texas 79702	.0100000
Atlantic Richfield Company	P.O. Box 1610 Midland, Texas 79702	.0625000

* Upon "payout" as defined in Farmout Agreement from Atlantic to Cal-Mon Oil Company
 dated 1/10/78, Atlantic has the option to convert its overriding royalty interest to
 an undivided 25% leasehold interest, and in the event of conversion the working
 interests set forth below will be proportionately reduced. This conversion option
 should be noted on your division orders with an appropriate indemnity regarding the
 occurrence of payout.

WORKING INTEREST

WTG Exploration, Inc.	3100 N. "A", Bldg. E, Ste. 202 Midland, Texas 79701	.12877784
Wilson Comola	P.O. Box 5704 Midland, Texas 79701	.03222512
Robert L. Monaghan	P.O. Box 2066 Midland, Texas 79702	.01140625
Cal-Mon Oil Company	P.O. Box 2066 Midland, Texas 79702	.01140625
J.L. Davis, Consulting	211 N. Colorado Midland, Texas 79701	.20296409
David L. Davis	2403 Northtown Court Midland, Texas 79701	.00382958
Robert C. Lyon	314 Blanks Building Midland, Texas 79703	.00382958
R. Keith Moore	4304 Boulder Midland, Texas 79703	.00382958
Sandra Davis Maddox	1105 Oakmont Richardson, Texas 75080	.00382958

WORKING INTEREST

Tom Davenport	P.O. Box 7239 Midland, Texas 79703	.00382958
North American Royalties, Inc.	200 E. 8th Street Chatanooga, Tennessee 37402	.28721339
Albert Dewey Crisp, II	3709 Hidalgo Irving, Texas 75062	.01196689
Michael Walling	P.O. Box 1269 Fort Stockton, Texas 79735	.01723311
David Y. Rogers	P.O. Box 50368 Midland, Texas 79701	.00765916
TOTAL		1.0

Garry Mauro
Commissioner
General Land Office



February 17, 1983

WTG Exploration, Inc.
3100 N. "A", Bldg. E
Suite 202
Midland, Texas 79701

Attention: Ms. Sue Courts

RE: State Lease M-77534
L. H. Meeker, NW/4 Sec. 15,
Block C-21, PSL
Reeves County, Texas, Gas DO #10051

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

28

M. F. 77534
CORRESPONDENCE FILE

To

DIVISION ORDER

From

Dated 2-17-83

WTG EXPLORATION, INC.

229 WESTERN UNITED LIFE BLDG. (915) 682-6311

MIDLAND, TEXAS 79701

000177

DATE

4/26/78

ARCO #051107-0

Recorded in Vol. 322, Page 190

Shut-In Gas Royalty Distribution for All of Section 15, Block C-21, P.S.L. Survey, Reeves County, Texas, Save and Except a 91.43-acre tract of land out of said Section 15, being described as the middle 1/3 of the East 3/7 of said Section, containing 548.57 acres, more or less.

LESSOR

Commissioner of the G. L. O.

93805

122

AMOUNT

274.29

CHECK #

9084

77534

Free roy.

HANDCHECK 20

DGP

5-2-83

please apply this
old S/I note which
was never cleared to M-77534
(note is correct). DGP.

RENTAL RECEIPT

WTG EXPLORATION, INC.
229 Western United Life Bldg.
Midland, Texas 79701

General Land Office
Austin, TX

Date April 27, 1978

Gentlemen:

We enclose herewith our check in the amount of \$274.29 payable to yourselves to be deposited to the credit of the following parties:

Commissioner of the General Land Office

93805

The above amount is in payment of shut-in royalty for the following:

Arco #051107-0
Oil and Gas Lease
Reeves County, Texas
Exp. Lease Date 2/15/78
Recorded in Vol. 322, Page 190

PLEASE SIGN IN THE SPACE PROVIDED BELOW AND RETURN THE ORIGINAL AND ONE COPY OF THIS RENTAL RECEIPT TO US.

Yours very truly,

WTG EXPLORATION, INC.

Receipt is hereby acknowledged of the above amount and the same has been credited according to your instructions.

Dated _____

By _____

LEASE NO. _____

_____ Title.

(29) M-77534.
Shot-in Print Applied
6-2-83

A. 53. 10



WTG EXPLORATION, INC.
3100 NORTH "A", BLDG. E, SUITE 202
MIDLAND, TEXAS 79701

Area Code (915)
682-4030
682-6311

DAVID L. DAVIS
Vice-President

LOUIS B. KELLETT
Geologist

WILSON COMOLA
Geological Consultant

February 23, 1983

General Land Office
Stephen F. Austin Building
1700 N. Congress Avenue
Austin, Texas 78701

Attn: Ms. Teresa Burr

RE: General Land Office #77534
Reeves, North (3200)
Meeker 15

- B-file

Dear Ms. Burr:

Please find the enclosed copies of our August 1982 report and purchase statements as requested by your office.

Please note that adjustments were made concerning this production on the September 1982 report, which was due to the use of an incorrect NGPA classification.

Please advise us should any further information be required.

Yours very truly,

Jeff Latimer
Accountant

JL:sc

Enclosures

M. F. 77534

CORRESPONDENCE FILE

To

WTA Explor

From

Dated 2-23-83

2 100

FILE NO. 2038 DAVIS GAS PROCESSING, INC. TO J. L. DAVIS

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE

STATE OF TEXAS X
 X
 COUNTY OF REEVES X

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Davis Gas Processing, Inc., herein called "Assignor", does hereby grant, assign and convey, without warranty of title, either express or implied, unto J. L. Davis, herein called "Assignee", an undivided 26.2295% interest in and to that certain Oil and Gas Lease dated February 15, 1973, recorded Volume 322, Page 190 of the Oil & Gas Records of Reeves County, Texas, from L. H. Meeker, et al, as lessor, to Atlantic Richfield Company, as lessee, insofar only as said lease covers the following described lands located in Reeves County, Texas:

NW/4 Section 15, Block C-21, PSL Survey, containing 160 acres, more or less, as to oil, gas casinghead gas and associated hydrocarbons from the surface of the ground down to the depth of 3,320 feet below the surface only,

together with a like interest in all personal property and equipment used or obtained in connection with said lease and lands.

The interest in the above described lease and lands herein conveyed to Assignee is subject proportionately to the following: (1) all of the terms and provisions of Partial Assignment of Oil and Gas Lease dated February 15, 1978, from Atlantic Richfield Company to Cal-Mon Oil Company, recorded at Volume 358, Page 712 of the Deed Records of Reeves County, Texas, (2) all of the terms and provisions of Farmout Agreement dated January 10, 1978, by and between Atlantic Richfield Company and Cal-Mon Oil Company covering the above described lease and lands, and (3) all of the terms and provisions of Assignment of Interests in Oil and Gas Lease from Cal-Mon Oil Company to WTG Exploration, Inc., et al, dated April 25, 1979.

EXECUTED and DELIVERED this 26th day of April, 1979, to be effective, however, as of March 1, 1979, at 7:00 a.m.

ATTEST:

DAVIS GAS PROCESSING, INC.

By:

J. L. Davis, President

STATE OF TEXAS X
 X
 COUNTY OF MIDLAND X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, 1979.

My Commission Expires:

February 15, 1981

Nickie Borden
 Notary Public in and for
 Midland County, Texas

Filed for record on the 2nd day of May, A.D. 1979 at 10:30A. M.
 recorded on the 2nd day of May, A.D. 1979 at 2:00P. M.

Lissa Jo Shuman DEPUTY

CATHERINE ASHLEY, COUNTY CLERK
 REEVES COUNTY, TEXAS

(31)

RECEIVED AS STATED
25.00

DATE 6-16-84
Reg. No.

GENERAL LAND OFFICE

77534
Assignment
File dated 6-16-84
Garry Mauro, Commissioner



FILE NO. 2037 CAL-MON OIL COMPANY TO WTG EXPLORATION, INC., ET
 ET AL
ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASE

STATE OF TEXAS X
 COUNTY OF REEVES X

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Cal-Mon Oil Company, herein called "Assignor", does hereby grant, assign and convey, without warranty of title, either express or implied, unto the parties named below, herein collectively called "Assignees", the respective interests set forth below opposite the name of each party, in and to that certain Oil and Gas Lease dated February 15, 1973, recorded Volume 322, Page 190 of the Oil & Gas Records of Reeves County, Texas, from L. H. Meeker, et al, as lessor, to Atlantic Richfield Company, as lessee, insofar only as said lease covers the following described lands located in Reeves County, Texas:

NW/4 Section 15, Block C-21, PSL Survey, containing 160 acres, more or less, as to oil, gas, casinghead gas and associated hydrocarbons from the surface of the ground down to the depth of 3,320 feet below the surface only,

together with a like interest in all personal property and equipment used or obtained in connection with said lease and lands, said parties to whom an interest in said lease and lands is conveyed herein and their respective interests being as follows:

WTG Exploration, Inc.	17.6408%
Wilson Comola	4.4144%
Robert L. Monaghan	1.5625%
Davis Gas Processing, Inc.	26.2295%
David L. Davis	.5246%
Robert C. Lyon *	.5246%
R. Keith Moore	.5246%
Sandra Davis Maddox	.5246%
JLD '78 Partnership	1.5738%
Tom Davenport	.5246%
North American Royalties, Inc.	39.3443%
Albert Dewey Crisp II	1.6393%
Michael Walling	2.3607%
David Y. Rogers	1.0492%

Excepted, reserved and carved out proportionately from the interests herein assigned to Assignees and the undivided 1/64 interest retained by Assignor in the above described lease and lands, down to the above stated depth, is an overriding royalty interest of 2% of 8/8 of all of the oil, gas, casinghead gas and

associated hydrocarbons which may be produced, saved and sold from the above described lands down to the above stated depth, pursuant to the terms and provisions of the above described Oil and Gas Lease. Said overriding royalty interest shall be free and clear of all costs of development and production, but shall bear and pay its proportionate part of all applicable taxes. Fuel oil and gas for operating and treating the premises may be deducted before computing said overriding royalty interest. Said overriding royalty interest shall be in addition to all existing royalties and overriding royalty interests encumbering the above described lease and lands. If the above described lease covers less than the entire oil and gas estate in the above described lands, or if Assignor owns less than the entire leasehold estate created by said lease (excepting any previously reserved overriding royalty interest or similar burden), then the overriding royalty interest herein excepted and reserved shall be proportionately reduced to accord with the interest actually covered by said lease or the interest actually owned by Assignor. For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign and convey unto John M. Wetzel an undivided 1/2 interest in the overriding royalty interest herein reserved, and to Robert L. Monaghan an undivided 1/4 interest in the overriding royalty interest herein reserved.

The interests in the above described lease and lands herein conveyed to Assignees are subject proportionately to the following: (1) all of the terms and provisions of Partial Assignment of Oil and Gas Lease dated February 15, 1978, from Atlantic Richfield Company to Assignor recorded at Volume 358, Page 712 of the Deed Records of Reeves County, Texas, and (2) all of the terms and provisions of Farmout Agreement dated January 10, 1978, by and between Atlantic Richfield Company and Assignor covering the above described lease and lands.

EXECUTED and DELIVERED this 25th day of April, 1979, to be effective, however, as of February 15, 1978.

ATTEST

Virginia P. Monaghan
Virginia P. Monaghan, Sec.

CAL-MON OIL COMPANY

By: *Robert L. Monaghan*
Robert L. Monaghan,
President

STATE OF TEXAS X
 X
COUNTY OF MIDLAND X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT L. MONAGHAN, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CAL-MON OIL COMPANY a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1979.

My Commission Expires:

6-15-80

Nancy R. Reynolds
Notary Public in and for
Midland County, Texas

Filed for record on the 2nd day of May, A.D. 1979 at 10:30A. M.
Duly recorded on the 2nd day of May, A.D. 1979 at 2:00 P. M.
BY *Bessie Jo Freeman* DEPUTY CATHERINE ASHLEY, COUNTY CLERK
REEVES COUNTY, TEXAS

RECEIVED AS STATED

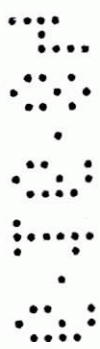
25.00

32

DATE 6-16-84
Reg. No.

GENERAL LAND OFFICE

M 77534
Assignment
File dated 6-16-84
Garry Mauro, Commissioner



THE STATE OF TEXAS

County of REEVES }
of the County Court of Reeves I, CATHERINE ASHLEY, Clerk
County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original RECORDED ASSIGNMENT OF INTERESTS IN
OIL & GAS LEASE FROM CAL-MON OIL COMPANY TO WTG EXPLORATION, INC., ET AL.

as the same appears of record in my office in book 374 page 52, Deed Record.
Given under my Hand and Seal of said Court, at office in Pecos, Texas
this 13th day of June 19 84

CATHERINE ASHLEY Clerk,
By Billie JO Freeman Deputy.
(Billie JO Freeman)

LE NO. 1218

ATLANTIC RICHFIELD COMPANY TO CAL-MON OIL COMPANY

*Amodeo*PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

For sufficient consideration, receipt of which is hereby acknowledged, and subject to the reservations, terms and conditions hereinafter set forth, ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, hereinafter called "Assignor", does hereby sell, transfer and assign to CAL-MON OIL COMPANY, P.O. Box 2066, Midland, Texas 79702, hereinafter called "Assignee", all of Assignor's right, title and interest in and to Oil and Gas Lease dated February 15, 1973, recorded in Volume 322, Page 190, Oil and Gas Records of Reeves County, Texas, executed by L. H. Meeker, et al., as Lessor, to Atlantic Richfield Company, as Lessee, and covering among other land in the following described tract in said County and State, to wit:

NW/4 Section 15, Block C-21, PSL Survey,
containing 160 acres more or less;

and INSOFAR and ONLY INSOFAR as said lease covers the oil and gas, casinghead gas and associated hydrocarbons from the surface to the subsurface depth of 3,320 feet only, there being expressly reserved to Assignor all formations and depths and all other minerals not specifically included in this Assignment.

TO HAVE AND TO HOLD to Assignee, the successors and assigns of Assignee, for a period of 90 days from date hereof and as long thereafter as oil and/or gas is produced in commercial quantities from the assigned premises. This Assignment is made without warranty of title, either expressed or implied.

There is hereby reserved and excepted to Assignor, its successors and assigns, an overriding royalty of 1/16 of all oil and gas produced from said land under the terms of said lease or extensions or renewals thereof, to be

delivered into tanks or pipeline, free and clear of all cost of development and operation, including ad valorem taxes but excepting its own gross production taxes; said overriding royalty to be in addition to all royalties, overriding royalties, production payments and similar lease burdens heretofore created and existing. If said lease covers less than the full interest in said land or if Assignor owns less than the full interest in said lease (excepting only an overriding royalty or similar burden heretofore created), such overriding royalty herein reserved shall be proportionately reduced to accord with the interest actually covered by said lease or the interest therein owned by Assignor.

This Assignment is made in accordance with and subject to the further terms, conditions and provisions of that certain Farmout Agreement by and between the parties hereto dated January 10, 1978, all terms of which are incorporated herein by reference; and in the event of conflict between this Assignment and said Farmout Agreement, the provisions of said Farmout Agreement shall prevail.

Assignee, to the extent of the interest assigned, agrees to fulfill and to comply with all covenants, express or implied, contained in said lease and any intermediate assignments thereof and to indemnify and to save harmless Assignor from and against all costs, liability and expense of whatsoever character accruing thereunder from and after the effective date hereof.

EXECUTED AND EFFECTIVE as of February 15, 1978.

ATLANTIC RICHFIELD COMPANY

By C. S. Caldwell Jr.
Attorney in Fact

ASSIGNOR

CAL-MON OIL COMPANY

By *Robert L. Monaghan*
President

ASSIGNEE

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared C. E. CARDWELL, JR., known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact for ATLANTIC RICHFIELD COMPANY, the party thereto, and acknowledged to me that he executed the same as Attorney in Fact for the said ATLANTIC RICHFIELD COMPANY, and that the said ATLANTIC RICHFIELD COMPANY executed the instrument by and through him for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of March, 1978.

My commission expires:

June 30, 1978

Yvonne Brooks
Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS)
COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. MONAGHAN, President of CAL-MON OIL COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CAL-MON OIL COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of March, 1978.

My commission expires:

7/25/79

Nancy F. Webb
Notary Public in and for
Midland County, Texas

HNB:pp
3/7/78

-3-

Filed for record on the 6th day of April, A.D. 197810:30 A. M. Duly recorded on the 7th day of April A.D.78 at 2:00 P. M.CATHERINE ASHLEY, COUNTY CLERK
Reeves County, Texas*B. J. L. L. L.* DEPUTY

33

RECEIVED AS STATED

25.00

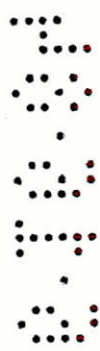
DATE

6-16-84

Reg. No.

GENERAL LAND OFFICE

77534
Part. Assignment
File dated 6-16-84
Garry Mauro, Commissioner



THE STATE OF TEXAS

County of REEVES } I, CATHERINE ASHLEY, Clerk
of the County Court of Reeves County, Texas, do hereby certify that
the foregoing is a true and correct copy of the original RECORDED PARTIAL ASSIGNMENT OF OIL AND
GAS LEASE FROM ATLANTIC RICHFIELD COMPANY TO CAL-MON OIL COMPANY.

as the same appears of record in my office in book 358 page 712, Deed Record.

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

this 13th day of June 19 84

CATHERINE ASHLEY Clerk,

By Billie Jo Freeman Deputy.
(Billie Jo Freeman)

M-77534

Shut-In Affidavit

Enter appropriate comments, if any, and initial.
Pass to next department:

INITIAL:

DATE:

Affidavit Auditor

AM

2/24/99

Comments:

True Royalty Lease

Mineral Leasing

 / /

Comments:

Legal-Energy

 / /

Comments:



Shut-in Affidavit

Texas General Land Office GLO-RA-92 (2-98)
Garry Mauro, Commissioner

Please respond fully to all applicable questions on this affidavit. Shut-in may be denied for failure to provide information establishing the validity of this request for shut-in status. For shut-in leases contained within units, separate affidavits must be submitted for each state lease in unit.

Land Office Lease No. M- 77534		Operator Royalty Operating, Inc.	
Lease Name Meeker 15		Field Name Reaves Gas N. Field	
Area		Tract	Part Acres 160
Section 15	Block 57	Grantee	County Reeves

Shut-in Payments

Wells must be capable of producing in paying quantities. Attach an extra sheet to list additional wells.

Well # 1	RRC ID # 75302	Date shut-in 10/31 , 19 98
Reason shut-in <i>See Notation on Back</i>		
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls water		
Well #	RRC ID #	Date shut-in , 19
Reason shut-in		
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls water		
Well #	RRC ID #	Date shut-in , 19
Reason shut-in		
Well capable of producing @ _____ MCF/D + _____ Bbls condensate + _____ Bbls water		

OIL	RRC Lease ID #	No. of Wells for ID #	Total Daily Potential Rate for ID #		
			Bbls oil	MCF gas	Bbls water
Reason oil wells are shut-in					

Notary Public

Jessica A. [Signature]

Method of water disposal for above gas and oil leases consists of an intricate system of separators and water transfer pumps that lead to the operators permitted disposal well 1X nearby in Sec 24 Blk 57 Twp. 3.

Total shut-in payment due for this lease \$ 80.00

Indicate which **one** of these is applicable.

- ☒ payment is being made at the rate of twice the annual rental
☐ payment is being made at the rate of \$ _____ for each well/completion

Are gas wells connected to a pipeline?

☒ Yes

☐ No

Will purchaser take gas?

Name of nearest purchaser _____

☒ yes—price per MCF offered \$ _____

Distance _____

☐ no

Price offered \$ _____

List all producing wells within 1000 feet of this lease. If there are wells more than 1000 feet from the lease which are draining the lease, list these also.

Operator	Lease Name	Well #	RRC ID #	Distance	Completion Interval	Status
"Us"	Arco State 34	1	074252	1000	3200	Shut-in

Please provide any additional relevant information here.

The operator owns the entire gas field consisting of 35 wells. The wells on this lease were shut-in to revamp the gathering system by replacing gathering lines, rebuilding the gas compressor, upgrading the water disposal system, and cleaned out the wells on each lease. During the shut-in period, the company caused electric power lines to be built to the lease, installed electric service to the well heads, equipped the "flowing wells" with pumpjacks, and cleaned out the well bores and is in the process of reactivating the wells. All of the wells on this lease should be back on line within the next 6 months.

Contact Rex Gifford Phone (800) 330.9587
Operator's representative

I certify that this statement is true and correct.

Greg Boyles President

By [Signature] Title PRESIDENT

Sworn and subscribed to before me, the undersigned authority, on this 21st day of December, 1998

Notary Public in and for

Dallas

County, State of



General Land Office use only

Receiving Stamp

NEW HORIZON EXPLORATION INC. ✓

16938

12/21/98

16938

•••••
•••••
Description

Net Amount

FOR LEASE M-077534 SHUT-IN FEES FOR 1998

~~80.00~~

•••••
•••••
•••••
•••••
•••••

121

99020406

VENDOR: GENELA GENERAL LAND OFFICE OF TEXAS

TOTAL:

80.00

#34 M-77534
Shut in Payment



**Texas General
Land Office**



**David Dewhurst
Commissioner**

January 18, 2000

LANTERN PETROLEUM
ATTN: DIVISION ORDER DEPT.
P O BOX 2281
MIDLAND TX 79702

Re: Property Name: SEE ATTACHED EXHIBIT A
Mineral File No: SEE ATTACHED EXHIBIT A
Property Number: SEE ATTACHED EXHIBIT A

Dear Sir or Madam:

We have received the division order submitted by your company for the above-referenced lease and added it to 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 affect 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 is acquiescent 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) 463-5408.

Sincerely,

Shirley Chou
Shirley Chou
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

EXHIBIT A

<u>PROPERTY NAME</u>	<u>MINERAL FILE NUMBER</u>	<u>PROPERTY NUMBER</u>
SABRE 40	MF040154	TX65987-00
SABRE GRAY 40	MF040154	TX65986-00
SABRE GRAY HD #1	MF040154	TX65960-00
MEEKER HILL C	MF046970	TX65975-00
STATE OF TEXAS 23	MF065945	TX65964-00
STATE OF TEXAS 26	MF065945	TX65963-00
AMARILLO STATE 36 #3	MF068427	TX65967-00
AMARILLO STATE 36 #1	MF068555	TX65966-00
HILL STATE 23 #6	MF075119	TX65970-00
ARCO STATE 34 #1	MF076006	TX65969-00
HILL 32 #1	MF077533	TX65971-00
MEEKER 15 #1	MF077534	TX65973-00
MEEKER TRUST 2805	MF082414	TX65972-00

AM

DIVISION ORDER

PLEASE RETURN
ONE COPY TO:

PREPARED: 12/29/99

LANTERN PETROLEUM
A DIVISION OF COAST ENERGY GROUP
P.O. BOX 2281
MIDLAND, TX 79702

LANTERN'S TX65973-00
PROPERTY #:
EFFECTIVE 7 A.M.: 12/01/99

PROPERTY NAME: MEEKER 15 #1 17077534

OPERATED BY: LINOP CORPORATION

DESCRIPTION: SECTION 15, BLOCK C-21, PSL SURVEY, REEVES COUNTY, TEXAS.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil/gas and related liquid /gaseous hydrocarbons produced from the property described above.

OWNER#: CREDIT TO: DECIMAL: *TI:

07024 THE COMMISSIONER OF THE GENERAL LAND .06250000 R
OFFICE OF THE STATE OF TEXAS

* TYPE INTEREST: R = ROYALTY, O = OVERRIDING ROYALTY, W = NET WORKING INTEREST,
P = PRODUCTION PAYMENT, U = UNLEASED MINERAL INTEREST

Read all covenants appearing on the reverse side hereof which are incorporated herein by reference. The undersigned agrees that each covenant shall be deemed and considered an essential part of this Division Order in like manner and with the same effect as if printed above the undersigned's signature.

SIGNATURE OF WITNESS/ATTEST SIGNATURE OF OWNER ** SOCIAL SECURITY OR TAX I.D. # OF THIS ACCOUNT:
BY: YOUR COPY DAYTIME PHONE #:
TITLE: (OFFICER, PARTNER, TRUSTEE, EXECUTOR, etc.)

OWNER'S REMITTANCE ADDRESS: MAIL CORRESPONDENCE TO (IF DIFFERENT):

** IN ACCORDANCE WITH FEDERAL LAW, 31% TAX WILL BE WITHHELD IF YOU DO NOT PROVIDE YOUR CORRECT SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER.

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.

Terms of Sale: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this Division Order. Payor 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 runs 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 accrued before disbursement until the total amount equals \$25 or more, or until December 31 of each year, whichever occurs first. Owner agrees to refund to payor any amounts attributable to an interest or part of an interest that owner 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's fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

Dispute; Withholding of Funds: If a suit is filed that affects the interest of the owner; written notice shall be given to payor by the owner together with a copy of the complaint or petition filed.

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

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

Notices: The owner agrees to notify payor in writing of any changes in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this agreement shall be furnished to the addresses listed above 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 (where the subject property is located).

35
M.I. 077534
Correspondence File
To
From Lantern Petroleum, 12-29-99
Dated Division Order 1-8-2000

YOUR COPY

**Texas General
Land Office**



**David Dewhurst
Commissioner**

Thursday, January 20, 2000

**ROYALTY OPERATING INC
401 SOUTH SHERMAN
RICHARDSON, TX
75081-4012**

RE: Termination of State Lease MF077534

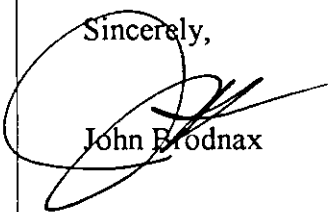
Dear Sir:

We are in the process of updating our files for the year 2000. Our records indicate that the above-referenced lease has terminated due to non-production. This lease has not been held by timely paid shut-in payments and there is no documentation in this office of any reworking operations.

If this well(s) is plugged, copies of Railroad Commission Form W-3 must be filed with our office. If delinquent royalties are due, our Audit Division will notify you shortly.

If you disagree with this assessment and you can provide documentation, please send such evidence to this office at the address above, within 30 days of receiving this letter. Failure to reply or failure to present convincing evidence of the continuation of the lease will result in the mineral file being endorsed as terminated.

Sincerely,


John Brodnax

Landman
Mineral Leasing

cc: David Hall, Deputy Commissioner of Energy Resources

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

36.

File No. MFD 77534
Pre-termination letter

Date Filed: 1/28/00

By David Dewhurst, Commissioner

Z 225 979 258

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <i>Royalty Operating</i>	
Street & Number <i>401 S Sherman</i>	
Post Office, State, & ZIP Code <i>Richardson</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$

Postmark or Date

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-2017

March 6, 2000

ROYALTY OPERATING INC
401 SOUTH SHERMAN
RICHARDSON TX 75081-4012

Free Royalty

RE: Termination of State Lease MF077534
RRC# Lease Name:

Dear Sir:

The above referenced oil & gas lease has been endorsed to show the lease terminated for cessation of production. Our office has not been contacted regarding my letter dated January 20th, 2000 to indicate otherwise.

If you have any questions, please give me a call at my number listed below.

Sincerely,



John Brodnax
Minerals Leasing
Energy Resources
(512) 463-5407

cc: David Hall, Deputy Commissioner of Energy Resources

File No. M- 077534
Find tent: with

Date Filed: 3.13.00

David Dewhurst, Commissioner

By 

DWIGHTS ENERGYDATA, INC.
GAS WELL HISTORY
TEXAS GAS DIST.8&8A

RUN DATE: 11/20/98
Published 10/98
(#222,389,075302)

OPERATOR (#181254)	WELL NAME	WELL #
ROYALTY OPERATING INC	MEEKER 15	1

LOCATION	STATE	DIST	COUNTY (#389)	RRC #
	TX	8	REEVES	075302

API #	FIELD (#750905000)	RESERVOIR
42-389-3094200	REAVES NORTH (3200)	3200

TOTAL DEPTH	UPPER PERF	LOWER PERF	GAS GATH	LIQ GATH	GAS GRAV	LIQ GRAV	TEMP GRAD	N-FACTOR	GOR
3270	3189	3192	ROYOI	PRIDP	0.59		1.100	0.499	

COMP DATE	1ST PROD DATE	LAST PROD DATE	STATUS DATE	STATUS
7802	8208	9408		S/I

CUM THRU LPD GAS/MCF	GAS CUM SINCE DATE
71342	FPDAT

M-77534
Shut-in since
'94 - dead

DWIGHTS ENERGYDATA, INC.
ROYALTY OPERATING INC
MEEKER 15

RUN DATE: 11/20/98
Published 10/98
(#222,389,075302)

*** ANNUAL PRODUCTION HISTORY ***

----- YEAR -----	----- GAS/MCF -----	----- COND/BBLs -----	----- WATER/BBLs -----
1982	7652	0	0
1983	12295	0	0
1984	7812	0	0
1985	6941	0	2850
1986	5489	0	1041
1987	5506	0	269
1988	6117	0	291
1989	4893	0	233
1990	3949	0	187
1991	3544	0	167
1992	3079	0	147
1993	3101	0	148
1994	964	0	46

*** MONTHLY PRODUCTION HISTORY ***

MONTH	GAS MCF	CUM GAS MCF	COND BBLs	CUM COND BBLs	WATER BBLs	ALLOW
AUG	912	912	0	0	0	273
SEP	2110	3022	0	0	0	2730
OCT	1698	4720	0	0	0	2821
NOV	1634	6354	0	0	0	2730
DEC	1298	7652	0	0	0	2821
1982	7652	7652	0	0	0	11375
JAN	831	8483	0	0	0	2821
FEB	913	9396	0	0	0	1540
MAR	778	10174	0	0	0	892
APR	1147	11321	0	0	0	1016
MAY	1334	12655	0	0	0	1275
JUN	1482	14137	0	0	0	765
JUL	979	15116	0	0	0	935
AUG	1472	16588	0	0	0	-
SEP	1249	17837	0	0	0	958
OCT	605	18442	0	0	0	1550
NOV	947	19389	0	0	0	1500
DEC	558	19947	0	0	0	1550
1983	12295	19947	0	0	0	14802
JAN	0	19947	0	0	0	-
FEB	990	20937	0	0	0	1015
MAR	490	21427	0	0	0	1085
APR	968	22395	0	0	0	1050
MAY	1268	23663	0	0	0	1268
JUN	635	24298	0	0	0	1050
JUL	446	24744	0	0	0	1085
AUG	508	25252	0	0	0	1209
SEP	805	26057	0	0	0	1170
OCT	501	26558	0	0	0	1209
NOV	593	27151	0	0	0	1170
DEC	608	27759	0	0	0	1209
1984	7812	27759	0	0	0	12520
JAN	589	28348	0	0	0	1209
FEB	482	28830	0	0	0	728
MAR	555	29385	0	0	0	806
APR	574	29959	0	0	0	780
MAY	466	30425	0	0	0	806
JUN	750	31175	0	0	500	780

JUL	531	31706	0	0	354	806
AUG	699	32405	0	0	466	930
SEP	819	33224	0	0	546	900
OCT	614	33838	0	0	409	1220
NOV	582	34420	0	0	388	900
DEC	280	34700	0	0	187	930
1985	6941	34700	0	0	2850	10795

*** MONTHLY PRODUCTION HISTORY ***

MONTH	GAS MCF	CUM GAS MCF	COND BBLs	CUM COND BBLs	WATER BBLs	ALLOW
JAN	493	35193	0	0	141	930
FEB	719	35912	0	0	205	980
MAR	819	36731	0	0	234	1085
APR	232	36963	0	0	66	1050
MAY	596	37559	0	0	170	1085
JUN	160	37719	0	0	15	1050
JUL	0	37719	0	0	0	-
AUG	0	37719	0	0	0	-
SEP	0	37719	0	0	0	-
OCT	1060	38779	0	0	103	1060
NOV	780	39559	0	0	75	930
DEC	630	40189	0	0	32	961
1986	5489	40189	0	0	1041	9131
JAN	518	40707	0	0	27	961
FEB	401	41108	0	0	21	1092
MAR	0	41108	0	0	0	-
APR	0	41108	0	0	0	-
MAY	700	41808	0	0	36	1054
JUN	605	42413	0	0	29	1020
JUL	585	42998	0	0	28	1054
AUG	520	43518	0	0	25	1054
SEP	595	44113	0	0	28	1020
OCT	570	44683	0	0	27	1054
NOV	510	45193	0	0	24	1020
DEC	502	45695	0	0	24	1054
1987	5506	45695	0	0	269	10383
JAN	472	46167	0	0	22	806
FEB	290	46457	0	0	14	667
MAR	490	46947	0	0	23	713
APR	470	47417	0	0	22	690
MAY	460	47877	0	0	22	713
JUN	580	48457	0	0	28	690
JUL	660	49117	0	0	31	713
AUG	513	49630	0	0	24	620
SEP	495	50125	0	0	24	600
OCT	622	50747	0	0	30	651
NOV	540	51287	0	0	26	630
DEC	525	51812	0	0	25	651
1988	6117	51812	0	0	291	8144

*** MONTHLY PRODUCTION HISTORY ***

MONTH	GAS MCF	CUM GAS MCF	COND BBLs	CUM COND BBLs	WATER BBLs	ALLOW
JAN	560	52372	0	0	27	651
FEB	430	52802	0	0	20	616
MAR	521	53323	0	0	25	682
APR	425	53748	0	0	20	660
MAY	456	54204	0	0	22	682
JUN	200	54404	0	0	10	660
JUL	513	54917	0	0	24	682
AUG	415	55332	0	0	20	682
SEP	385	55717	0	0	18	660
OCT	398	56115	0	0	19	651
NOV	360	56475	0	0	17	630
DEC	230	56705	0	0	11	651
1989	4893	56705	0	0	233	7907
JAN	346	57051	0	0	16	589
FEB	315	57366	0	0	15	532
MAR	240	57606	0	0	11	589
APR	323	57929	0	0	15	510
MAY	436	58365	0	0	21	527
JUN	357	58722	0	0	17	510
JUL	376	59098	0	0	18	527
AUG	287	59385	0	0	14	527
SEP	249	59634	0	0	12	510
OCT	388	60022	0	0	18	465
NOV	301	60323	0	0	14	450
DEC	331	60654	0	0	16	1302
1990	3949	60654	0	0	187	7038
JAN	280	60934	0	0	13	465
FEB	339	61273	0	0	16	420
MAR	404	61677	0	0	19	465
APR	378	62055	0	0	18	450
MAY	229	62284	0	0	11	465
JUN	297	62581	0	0	14	450
JUL	234	62815	0	0	11	465
AUG	304	63119	0	0	14	434
SEP	180	63299	0	0	9	420
OCT	300	63599	0	0	14	434
NOV	212	63811	0	0	10	420
DEC	387	64198	0	0	18	434
1991	3544	64198	0	0	167	5322

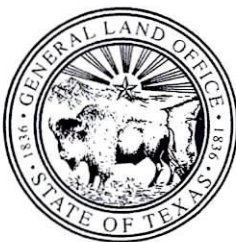
*** MONTHLY PRODUCTION HISTORY ***

MONTH	GAS MCF	CUM GAS MCF	COND BBLs	CUM COND BBLs	WATER BBLs	ALLOW
JAN	344	64542	0	0	16	434
FEB	273	64815	0	0	13	406
MAR	263	65078	0	0	13	434
APR	282	65360	0	0	13	420
MAY	227	65587	0	0	11	434
JUN	282	65869	0	0	13	390
JUL	254	66123	0	0	12	387
AUG	195	66318	0	0	9	248
SEP	223	66541	0	0	11	270
OCT	242	66783	0	0	12	248
NOV	228	67011	0	0	11	228
DEC	266	67277	0	0	13	266
1992	3079	67277	0	0	147	4165
JAN	207	67484	0	0	10	248
FEB	303	67787	0	0	14	303
MAR	290	68077	0	0	14	290
APR	258	68335	0	0	12	258
MAY	279	68614	0	0	13	341
JUN	212	68826	0	0	10	270
JUL	267	69093	0	0	13	279
AUG	243	69336	0	0	12	279
SEP	251	69587	0	0	12	251
OCT	245	69832	0	0	12	279
NOV	266	70098	0	0	13	266
DEC	280	70378	0	0	13	280
1993	3101	70378	0	0	148	3344
JAN	252	70630	0	0	12	252
FEB	203	70833	0	0	10	252
MAR	96	70929	0	0	5	279
APR	78	71007	0	0	4	240
MAY	85	71092	0	0	4	217
JUN	70	71162	0	0	3	90
JUL	73	71235	0	0	3	93
AUG	107	71342	0	0	5	107
1994	964	71342	0	0	46	1530

39. m- 77534 -
file inactive
12-01-98

....

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 11, 2003

CERTIFIED MAIL 70020860000793872038

SECOND REQUEST

RE-OP CORP
ATTN: GREGORY KEYS
24900 PITKIN STE 150
SPRING TX 77386-1973

RE: Notice of non-payment on State Lease MF-077534

Dear Sir:

Enclosed is a copy of our letter to you dated December 04, 2002, requesting additional royalties due on the captioned lease. As of this date we have not received your payment or a reply to this letter.

Be advised that penalty and interest continue to accrue until payment is received. A revised schedule is enclosed, brought forward through October 2002, and showing updated penalty and interest. The amount now due is \$1,348.08, comprised of \$253.56 in additional royalty, \$1,025.00 in penalty and \$69.52 in interest. Penalty and interest have been computed in accordance with Section 52.131 of the Texas Natural Resources Code.

You are also hereby notified that if the amount now due is not received in this office by May 5, 2003, 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,

Joe King, Supervisor
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

RE-OP CORP
 STATE LEASE M-077534
 NORTH REAVES FIELD
 MEEKER 15 LEASE
 REEVES COUNTY, TEXAS
 RRC GAS WELL #08-075302
 STATE ROYALTY DECIMAL .062500

ATTACHMENT II - SECOND NOTICE

AUDITOR: TMT
 FILE NAME: 077534.XLS
 DATE: 04/11/03

PENALTY/
 INTEREST DATE:

05/05/03

	(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(.062500)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5) - (6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
May-99	64	2.3500	1.000	150.40	9.40		9.40	1390	25.00	4.11	38.51
Jun-99	60	2.2400	1.000	134.40	8.40		8.40	1359	25.00	3.59	36.99
Jul-99	85	2.2900	1.000	194.65	12.17		12.17	1328	25.00	5.08	42.25
Aug-99	59	2.6200	1.000	154.58	9.66		9.66	1298	25.00	3.93	38.59
Sep-99	54	2.9100	1.000	157.14	9.82		9.82	1267	25.00	3.90	38.72
Oct-99	83	2.5400	1.000	210.82	13.18		13.18	1237	25.00	5.10	43.28
Nov-99	62	3.0300	1.000	187.86	11.74		11.74	1206	25.00	4.43	41.17
Dec-99	62	2.1100	1.000	130.82	8.18		8.18	1175	25.00	3.00	36.18
Jan-00	41	2.3400	1.000	95.94	6.00		6.00	1146	25.00	2.14	33.14
Feb-00	86	2.5800	1.000	221.88	13.87		13.87	1115	25.00	4.82	43.69
Mar-00	6	2.6000	1.000	15.60	0.98		0.98	1085	25.00	0.33	26.31
Apr-00	5	2.9000	1.000	14.50	0.91		0.91	1054	25.00	0.30	26.21
May-00	16	3.0800	1.000	49.28	3.08		3.08	1024	25.00	0.98	29.06
Jun-00	105	4.3800	1.000	459.90	28.74		28.74	993	25.00	8.83	62.57
Jul-00	11	4.3800	1.000	48.18	3.01		3.01	962	25.00	0.89	28.90
Aug-00	2	3.8600	1.000	7.72	0.48		0.48	932	25.00	0.14	25.62
Sep-00	3	4.6400	1.000	13.92	0.87		0.87	901	25.00	0.24	26.11
Oct-00	13	5.3000	1.000	68.90	4.31		4.31	871	25.00	1.15	30.46
Nov-00	8	4.4600	1.000	35.68	2.23		2.23	840	25.00	0.57	27.80
Dec-00	40	6.0000	1.000	240.00	15.00		15.00	809	25.00	3.70	43.70
Jan-01	10	9.8400	1.000	98.40	6.15		6.15	781	25.00	1.46	32.61
Feb-01	7	6.2400	1.000	43.68	2.73		2.73	750	25.00	0.62	28.35
Mar-01	17	5.0300	1.000	85.51	5.34		5.34	720	25.00	1.16	31.50
Apr-01	45	5.3700	1.000	241.65	15.10	6.20	8.90	689	25.00	3.13	37.03
May-01	19	4.9100	1.000	93.29	5.83	1.02	4.81	659	25.00	1.15	30.96
Jun-01	9	3.7800	1.000	34.02	2.13		2.13	628	25.00	0.40	27.53
Jul-01	0	3.2600	1.000	0.00	0.00		0.00	597	0.00	0.00	0.00
Aug-01	13	3.2400	1.000	42.12	2.63		2.63	567	25.00	0.44	28.07
Sep-01	20	2.3900	1.000	47.80	2.99	1.00	1.99	536	25.00	0.47	27.46
Oct-01	5	1.8600	1.000	9.30	0.58	0.25	0.33	506	25.00	0.09	25.42

RE-OP CORP
STATE LEASE M-077534
NORTH REAVES FIELD
MEEKER 15 LEASE
REEVES COUNTY, TEXAS
RRC GAS WELL #08-075302
STATE ROYALTY DECIMAL .062500

ATTACHMENT II - SECOND NOTICE

AUDITOR: TMT
FILE NAME: 077534.XLS
DATE: 04/11/03

PENALTY/
INTEREST DATE:

05/05/03

	(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(.062500)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (5) - (6)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (7)+(9)+(10)
Nov-01	4	3.1200	1.000	12.48	0.78	0.19	0.59	475	25.00	0.11	25.70
Dec-01	2	2.3000	1.000	4.60	0.29	0.12	0.17	444	25.00	0.04	25.21
Jan-02	3	2.6100	1.000	7.83	0.49		0.49	416	25.00	0.06	25.55
Feb-02	3	2.0000	1.000	6.00	0.38		0.38	385	25.00	0.04	25.42
Mar-02	3	2.4000	1.000	7.20	0.45		0.45	355	25.00	0.04	25.49
Apr-02	15	3.4100	1.000	51.15	3.20		3.20	324	25.00	0.28	28.48
May-02	8	3.3600	1.000	80.64	5.04		5.04	294	25.00	0.39	30.43
Jun-02	2	3.3700	1.000	6.74	0.42		0.42	263	25.00	0.03	25.45
Jul-02	21	3.3000	1.000	554.40	34.65		34.65	232	25.00	1.97	61.62
Aug-02	5	2.9700	1.000	29.70	1.86		1.86	202	25.00	0.09	26.95
Sep-02	9	3.3100	1.000	119.16	7.45		7.45	171	25.00	0.27	32.72
Oct-02	4	3.6400	1.000	29.12	1.82		1.82	141	25.00	0.05	26.87
1,089				\$4,196.96	\$262.34	\$8.78	\$253.56		\$1,025.00	\$69.52	\$1,348.08

COMMENTS:

- (A) RRC VOLUME - REPRESENTS RRC CODE 2 AND 3 DISPOSITION VOLUMES FOR WELL ID 08-075302.
- (B) PRICE/BTU - REPRESENTS HOUSTON SHIP CHANNEL MARKET CENTER INDEX SPOT GAS PRICE.
- (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

39

File No. MF-077534

BILLING

Date Filed: 5-16-03

Jerry E. Patterson, Commissioner

By TERESA TELKE



☒ Approved
☐ Denied

Energy Financial Management Request for Write-Off Over \$1000

Lessee's Name Re-Op Corp BAN # _____

MF# 77534 Acct Ex./Auditor T Telkes Inv. Amount \$1,348.08

Original Billing Date 12/4/2002 Write-Off Request Date: 5/27/2009

Billing Type

Reason for Write-Off (check all that apply)

- | | |
|--|---|
| ☐ Audit | ☒ Debt is 3 Years old or more |
| ☒ Reconciliation | ☒ Lessee bankrupt / out of business |
| ☐ Energy Resources | ☒ Lessee cannot be located |
| ☐ Late / Incorrect Report | ☒ Debt is uncollectible |
| ☐ Late Payment | ☐ Lessee files electronically |
| | ☐ Other |

1. Attach copies of the original invoice, follow-up correspondence, telephone logs, and collection history regarding the unpaid balance.
2. Provide reason that liability should be written-off.
3. Once approved by all necessary parties are obtained, the collection packet will be returned to the EFM Director for removal from the Accounts Receivable.

Submitted by Team Leader: *Rita Pango* 6/23/2009
Signature and Date

Comments: Company does not exist any more as of 2003. Mineral leasing terminated all leases in 2001

Approved by EFM Director: *Kenneth G. Kelly* 6-24-09
(Signature and Date)

Comments: _____

Concurred by Legal Services: *Wendell Smith* 7-29-09
(Signature and Date)

Comments: Company defunct 2001 Peter Noonan, owner of Co., filed bankruptcy 2002 Ref'd to L&G in 2003.

Return to Energy Financial Mgmt

For Amounts over \$10,000

Deputy Commissioner Financial Mgmt: _____

For Amounts over \$25,000

Chief Clerk / Deputy Land Comm.: _____

AKheel
Entered 8/7/09



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

DATE: March 19, 2004
TO: John Monroe
FROM: Wendell Smith
SUBJECT: Accounts Receivable

A cursory review of the list that you sent over indicates tat some of the billings may have been paid or otherwise addressed, or may be in bankruptcy.

1996

Vista Resources	M-68440	Paid 3-27-96, Reg. #39239
Shoreham	M-39237	Transferred to the University of Texas

1997

Fort Worth Nat. Gas	M-54704	LERA may have paid or resolved this.
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1998

Apache Corp	M-95293	Co. allowed a credit that may have resolved this.
NICOR	M-71303	Partial payment appears to have been made.
Pride Energy	M-82018	Possible overpayment

1999

Altura	M-60870	Possible paid by Occidental Petroleum in 2001
--------	---------	---

2004

Pegco Operators	M-48575	Settlement agreement sent to company to pay off in three years
-----------------	---------	--

Bankruptcy

Chartex	M-71369	Enron Oil and Gas	M-84743
Tri-Union	M-70389	Transtexas	M-87043

RE-OP M-40154, M-75119, M-75053, M-65945, M-77534 and M-75053

A lien was placed against production from M-47118. Subsequently a referral was made to the Attorney General to collect the amounts owed the State. The company may no longer exist and the amounts may be uncorrectable.

Billing	COMPANY	TYPE	MF NUMBER	Per Leas	DATE	DATE	AUD	ROYALTY	PENALTY	INTEREST	TOTAL
GAS0487	RE-OP CORP	REC	77534	No	12/04/02	12/04/02	TT	\$201.32	\$875.00	\$57.78	\$1,134.10
GAS0487	RE-OP CORP	REC	77534	No	12/04/02	02/11/03	TT	(\$201.32)	(\$875.00)	(\$57.78)	(\$1,134.10)
GAS0487	RE-OP CORP	REC	77534	No	12/04/02	02/11/03	TT	\$253.56	\$1,025.00	\$64.49	\$1,343.05
GAS0487	RE-OP CORP	REC	77534	No	12/04/02	04/11/03	TT	(\$253.56)	(\$1,025.00)	(\$64.49)	(\$1,343.05)
GAS0487	RE-OP CORP	REC	77534	No	12/04/02	04/11/03	TT	\$253.56	\$1,025.00	\$69.52	\$1,348.08

* 5/27/2009 ALLLOGSFY98FORWARD

COMMENTS	ROYALTY PAID
ROYALTY NOT PAID FOR 5/99-4/02 ON CODE 2 & 3-SALES DISPOSITIONS	
REVERSE PER REVISED SCHEDULE--2ND REQUEST + ADDL MONTHS THRU 10/02	
UPDATED ROY-PEN-INT	
REVERSE PER REVISED SCHEDULE--2ND REQUEST	
UPDATED ROY-PEN-INT	

File No. MF-77534

Ltr. Write-off

Date Filed: 6-23-09

Jerry E. Patterson, Commissioner

By CME

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 16, 2014

Erin Pettigrew
Resolute Natural Resources Company
1675 Broadway, Suite 1950
Denver, Colorado 78711

RE: GLO Assignment ID # 8867, MF077534

Dear Ms. Pettigrew,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Partial Assignment of Oil, Gas and Mineral Leases, effective June 26, 2013 from BHP Billiton Petroleum Properties, LP, as assignor, to Natural Resources Southwest, LLC, as assignee. As filed for record in Reeves County, in document file 13-05341.

Please see attached "Exhibit A" for reference. Filing fees of \$50.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

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

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

Exhibit "A"

GLO ID

County

Lease

8867 Reeves

MF077534

Monday, June 16, 2014



August 14, 2013

Commissioner of the Texas
General Land Office
P O Box 12873
Austin TX 78711-2873

RE: Documents for your Files

Gentlemen:

Enclosed please find certified copies of two Assignments of Oil, Gas and Mineral Lease, along with our check in the amount of \$50.00.

Should you have any questions concerning the enclosed document or the fee submitted, please feel free to contact the undersigned at either 303-573-4886 x1185, or by e-mail at EPettigrew@ResoluteEnergy.com.

Very truly yours,

RESOLUTE NATURAL RESOURCES COMPANY
on behalf of Resolute Natural Resources Southwest, LLC

A handwritten signature in blue ink, reading "Erin Pettigrew", is written over the company name.

Erin Pettigrew
Land Records Administrator

/ep
enclosures

TXC0560

RESOLUTE NATURAL RESOURCES

1675 Broadway
Suite 1950
Denver CO 80202

Resolute

Check Number 1000068988

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
06076-080613-CHKREQ	08/06/2013	FILING FEES	50.00	0.00	50.00

129

13715705

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

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

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

THIS PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES ("Assignment") is made and entered into effective as of 7:00 a.m. Central Standard Time on June 26th, 2013 ("Effective Date"), by and between BHP Billiton Petroleum Properties (N.A.), LP, formerly known as Petrohawk Properties, LP, a Texas limited partnership whose address is 1360 Post Oak Blvd., Suite 150, Houston, Texas 77056-3030, hereinafter referred to as "Assignor," and Resolute Natural Resources Southwest, LLC, whose address is 1675 Broadway, Suite 1950, Denver, Colorado 80202, hereinafter called "Assignee."

NOW THEREFORE, for sufficient consideration, the receipt of which is hereby acknowledged, Assignor does by these presents BARGAIN, GRANT, SELL, TRANSFER, ASSIGN, CONVEY and DELIVER unto Assignee effective as of the Effective Date, the following (the "Transferred Assets"):

- (1) An undivided 326.4 net leasehold acre interest, more or less, out of Grantor's undivided 457.14 net leasehold acre interest, more or less, being equal to an undivided 71.40045% interest, more or less, (the intent being Grantor reserves an undivided 130.74 net leasehold acre interest, more or less, being equal to an undivided 28.59955% interest, more or less) in, to and under the oil, gas and/or mineral leases described in Exhibit A attached hereto and hereby made a part hereof (the "Leases"), **only insofar as the Leases cover those rights to Section 15, Block C-21, A-5745, PSL Survey, Reeves County, Texas**, together with an equal undivided right in and to all the property and rights incident to the Leases, all of the interests in this paragraph (1) being hereinafter referred to as the "Subject Interests";
- (2) an equal undivided right, title and interest in, to and under, or derived from:
 - i. all unitization, communitization and pooling agreements and orders covering the Subject Interests or any portion thereof and the units and pooled areas created thereby;
 - ii. all easements, rights of way, permits, licenses, servitudes or other interests appertaining to the Subject Interests;
 - iii. all wells, equipment and other personal property, fixtures and improvements situated upon the Subject Interests or used or held for use in connection with the exploration, development or operation of the Subject Interests or the production, treatment, processing, storage or transportation of oil, gas and/or other liquid or gaseous hydrocarbons ("Hydrocarbons") from the Subject Interests;
 - iv. all Hydrocarbon sales, purchase and processing contracts and agreements, transportation and charter agreements, farmout or farmin agreements, joint operating agreements, utility agreements and all other contracts or agreements of whatever kind or character affecting or relating to the Subject Interests or any part hereof; and



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

- v. all inventories of Hydrocarbons and accounts receivable in connection with the sale of Hydrocarbons; and
- vi. all existing leases files, land files, well files, abstracts, title opinions, curative information, maps, electric logs, geological data, geophysical data (to the extent transferable under contract or licensing agreement) and all other records of every type and description, that relate to the Subject Interests.

Assignor hereby reserves, with respect to the Leases, an overriding royalty interest equal to the positive difference, if any, between existing burdens on production (inclusive of Lessor's royalty in the Leases and any other overriding royalty or other burdens on production), and twenty-five percent (25%) proportionately reduced. The overriding royalty interest reserved by Assignor shall be proportionately reduced to the working interest of Assignor in the Leases and proportionately reduced to the mineral interest covered by each Lease. The overriding royalty interest reserved by Assignor shall be free and clear of all costs and expenses of developing, operating and maintaining the Leases or the cost of treating, compressing, separating, transporting oil, gas, or other hydrocarbons produced, but shall bear its share of all taxes, both Federal and State, assessed against such overriding royalty interests. Any oil *and/or* gas produced from the Leases, or land pooled unitized or communitized therewith, used for operation on said Leases, or land pooled, unitized or communitized therewith, shall be deducted before the overriding royalty interest is calculated.

TO HAVE AND TO HOLD the Transferred Assets unto Assignee, its successors and assigns, forever. Assignor agrees to warrant and defend, all and singular, unto Assignee, the Transferred Assets, by, through and under Assignor but not otherwise. Notwithstanding any limitation in the foregoing, Assignee shall have full rights of substitution and subrogation in and to all warranties and covenants heretofore given by others to Assignor and/or its predecessors-in-title, with respect to the Transferred Assets or any part thereof.

So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver all and every such further acts, conveyances, transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate more fully to assure to Assignee or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or otherwise vested in Assignee or intended so to be. Without limiting the foregoing, Assignor agrees to execute any and all form assignments of individual federal or state oil and gas leases comprising any portion of the Subject Interests as may be required by federal or state law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

This Assignment may be executed in any number of counterparts, each of which shall be binding upon the Party or Parties so signing. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

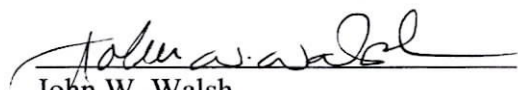
IN WITNESS WHEREOF, the parties have executed this assignment effective as of the Effective Date written above.

ASSIGNOR:

**BHP BILLITON PETROLEUM
PROPERTIES (N.A.), LP**

formerly known as Petrohawk Properties, LP
By: BHP Billiton Petroleum Properties
(GP), LLC, its General Partner

By:


John W. Walsh
Attorney-in-Fact

ASSIGNEE:

**RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC**

By:


Bill Alleman
Vice-President, Land

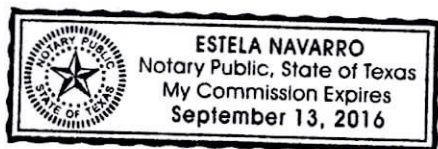


True and Correct
copy of
Original filed in
Reeves County
Clerks Office

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 18 day of July, 2013, by John W. Walsh, as Attorney-in-Fact of BHP Billiton Petroleum Properties (GP), LLC, general partner of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP, formerly known as Petrohawk Properties, LP, a Texas limited partnership, on behalf of said limited partnership.

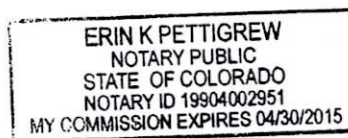


Estela Navarro
Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on this the 23rd day of JULY, 2013, by Bill Alleman, Vice President of Land of RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC.

Erin K Pettigrew
Notary Public, State of Colorado



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

-

41

File No. MF 677534

Assignment #8867

BHP bill to Natural Resources

Date Filed: 8.19.13

Jerry E. Patterson, Commissioner

By *her*

Partial Assignment of

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Florez, Clerk of the County Court in and for said County and State do hereby certify that the foregoing is a true and correct copy of

Oil, Gas & Mineral Lease dated June 24, 2013
filed for record in my office this 26th day of July, 2013 at
1:15 P. M., under Clerk's File No. 13-05341, to be recorded in the

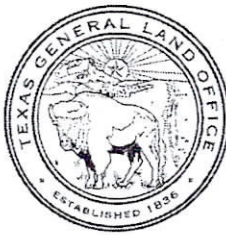
Official Public Records
Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 26th day of July, 2013.

By Aurora Calanchi Deputy.

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 17, 2014

Natalie Holeman
Exploration Land Services, LLC
P.O. Box 52105
Lafayette, Louisiana 70505

RE: GLO Assignment ID # 8870, MF077534

Dear Ms. Holeman,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Partial Assignment Of Oil, Gas and Mineral Leases, effective June 26, 2013
from BHP Billiton Petroleum Properties, LP, as assignor, to Resolute Natural
Resources Southwest, LLC, as assignee. As filed for record in Reeves County,
in document file number 13-05341

Please see attached "Exhibit A" for reference. Filing fees of \$50.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

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

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

Exhibit "A"

GLO ID

County

Lease

8870 Reeves

MF077534

Tuesday, June 17, 2014

Exploration Land Services, LLC

P.O. Box 52105

Lafayette, LA 70505-2105



Exploration Land Services, LLC

P.O. Box 52105

Lafayette, LA 70505-2105

EXPLORATION LAND SERVICES LLC

4573

Texas General Land Office
Date Type Reference
7/31/2013 Bill Filing&ProcessingFee

Original Amt.
50.00

Balance Due
50.00

7/31/2013
Discount

Check Amount

Payment
50.00
50.00

129
13714812

Iberia Bank

Filing-2 Assignments

50.00

EXPLORATION LAND SERVICES LLC

P.O. BOX 52105
LAFAYETTE, LA 70505

IBERIABANK

13714812

4573

84-7041/2652

7/31/2013

PAY TO THE ORDER OF Texas General Land Office

\$ **50.00

Fifty and 00/100***** DOLLARS

Texas General Land Office
1700 Congress Avenue
Stephen F. Austin Building RM847
Austin, TX 78701

MEMO

Filing-2 Assignments

[Signature]
AUTHORIZED SIGNATURE

⑈004573⑈

EXPLORATION LAND SERVICES LLC

4573

Texas General Land Office

Date	Type	Reference
7/31/2013	Bill	Filing&ProcessingFee

Original Amt.	50.00
---------------	-------

Balance Due	50.00
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7/31/2013

Discount

Payment

50.00

Check Amount

50.00

129
13714812

Iberia Bank

Filing-2 Assignments

50.00

EXPLORATION LAND SERVICES, LLC

P O Box 52105 • Lafayette, Louisiana 70505-2105 • Phone: 337.234.3500 • Fax: 337.234.3525 • Email: contact@explorationland.com

July 31, 2013

Via FedEx

Mr. Drew Reid
Texas General Land Office
1700 Congress Avenue
Stephen F. Austin Building, RM 847
Austin, Texas 78701

Re: Assignment of Oil, Gas and Mineral Leases
Reeves & Loving Counties, Texas

Dear Drew:

Enclosed herewith, please find certified copies of two (2) Assignments of Oil and Gas Leases, listed as follows:

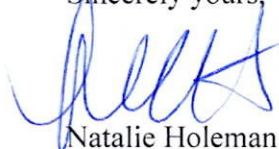
<u>Assignment No.</u>	<u>Date</u>	<u>Assignor</u>
HK-0079	06/26/2013	Resolute Natural Resources
HK-0090	06/26/2013	BHP Billiton Petroleum Properties

Also enclosed, please find a check in the amount of \$50.00. This amount covers the filing fees for the two assignments @ \$25/per mineral file. HK-0079 assigns 1 mineral classified lease with Mineral File Number 110031. HK-0090 assigns 3 free royalty leases covering the same tract, which have not been assigned a Mineral File Number as of the date of this letter. This covers all required fees associated with the above listed assignments.

Please sign and return the copy of the check to me in the enclosed prepaid envelope.

I trust that you will not hesitate to call me with any questions that you may have concerning this matter.

Sincerely yours,



Natalie Holeman

encl.

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

PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

HK-0090

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

THIS PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES ("Assignment") is made and entered into effective as of 7:00 a.m. Central Standard Time on June 26th, 2013 ("**Effective Date**"), by and between BHP Billiton Petroleum Properties (N.A.), LP, formerly known as Petrohawk Properties, LP, a Texas limited partnership whose address is 1360 Post Oak Blvd., Suite 150, Houston, Texas 77056-3030, hereinafter referred to as "**Assignor**," and Resolute Natural Resources Southwest, LLC, whose address is 1675 Broadway, Suite 1950, Denver, Colorado 80202, hereinafter called "**Assignee**."

NOW THEREFORE, for sufficient consideration, the receipt of which is hereby acknowledged, Assignor does by these presents BARGAIN, GRANT, SELL, TRANSFER, ASSIGN, CONVEY and DELIVER unto Assignee effective as of the Effective Date, the following (the "**Transferred Assets**"):

- (1) An undivided 326.4 net leasehold acre interest, more or less, out of Grantor's undivided 457.14 net leasehold acre interest, more or less, being equal to an undivided 71.40045% interest, more or less, (the intent being Grantor reserves an undivided 130.74 net leasehold acre interest, more or less, being equal to an undivided 28.59955% interest, more or less) in, to and under the oil, gas and/or mineral leases described in **Exhibit A** attached hereto and hereby made a part hereof (the "**Leases**"), **only insofar as the Leases cover those rights to Section 15, Block C-21, A-5745, PSL Survey, Reeves County, Texas**, together with an equal undivided right in and to all the property and rights incident to the Leases, all of the interests in this paragraph (1) being hereinafter referred to as the "**Subject Interests**";
- (2) an equal undivided right, title and interest in, to and under, or derived from:
 - i. all unitization, communitization and pooling agreements and orders covering the Subject Interests or any portion thereof and the units and pooled areas created thereby;
 - ii. all easements, rights of way, permits, licenses, servitudes or other interests appertaining to the Subject Interests;
 - iii. all wells, equipment and other personal property, fixtures and improvements situated upon the Subject Interests or used or held for use in connection with the exploration, development or operation of the Subject Interests or the production, treatment, processing, storage or transportation of oil, gas and/or other liquid or gaseous hydrocarbons ("**Hydrocarbons**") from the Subject Interests;
 - iv. all Hydrocarbon sales, purchase and processing contracts and agreements, transportation and charter agreements, farmout or farmin agreements, joint operating agreements, utility agreements and all other contracts or agreements of whatever kind or character affecting or relating to the Subject Interests or any part hereof; and



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Original filed in
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Clerks Office

- v. all inventories of Hydrocarbons and accounts receivable in connection with the sale of Hydrocarbons; and
- vi. all existing leases files, land files, well files, abstracts, title opinions, curative information, maps, electric logs, geological data, geophysical data (to the extent transferable under contract or licensing agreement) and all other records of every type and description, that relate to the Subject Interests.

Assignor hereby reserves, with respect to the Leases, an overriding royalty interest equal to the positive difference, if any, between existing burdens on production (inclusive of Lessor's royalty in the Leases and any other overriding royalty or other burdens on production), and twenty-five percent (25%) proportionately reduced. The overriding royalty interest reserved by Assignor shall be proportionately reduced to the working interest of Assignor in the Leases and proportionately reduced to the mineral interest covered by each Lease. The overriding royalty interest reserved by Assignor shall be free and clear of all costs and expenses of developing, operating and maintaining the Leases or the cost of treating, compressing, separating, transporting oil, gas, or other hydrocarbons produced, but shall bear its share of all taxes, both Federal and State, assessed against such overriding royalty interests. Any oil *and/or* gas produced from the Leases, or land pooled unitized or communitized therewith, used for operation on said Leases, or land pooled, unitized or communitized therewith, shall be deducted before the overriding royalty interest is calculated.

TO HAVE AND TO HOLD the Transferred Assets unto Assignee, its successors and assigns, forever. Assignor agrees to warrant and defend, all and singular, unto Assignee, the Transferred Assets, by, through and under Assignor but not otherwise. Notwithstanding any limitation in the foregoing, Assignee shall have full rights of substitution and subrogation in and to all warranties and covenants heretofore given by others to Assignor and/or its predecessors-in-title, with respect to the Transferred Assets or any part thereof.

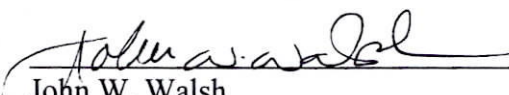
So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver all and every such further acts, conveyances, transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate more fully to assure to Assignee or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or otherwise vested in Assignee or intended so to be. Without limiting the foregoing, Assignor agrees to execute any and all form assignments of individual federal or state oil and gas leases comprising any portion of the Subject Interests as may be required by federal or state law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

This Assignment may be executed in any number of counterparts, each of which shall be binding upon the Party or Parties so signing. The signature pages and the notarial acknowledgments of the counterparts may be combined with the original hereof and recorded as one instrument.

IN WITNESS WHEREOF, the parties have executed this assignment effective as of the Effective Date written above.

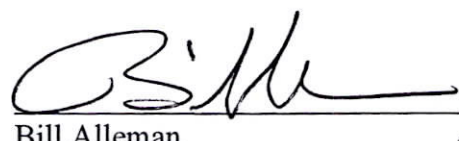
ASSIGNOR:

**BHP BILLITON PETROLEUM
PROPERTIES (N.A.), LP**
formerly known as Petrohawk Properties, LP
By: BHP Billiton Petroleum Properties
(GP), LLC, its General Partner

By: 
John W. Walsh
Attorney-in-Fact

ASSIGNEE:

**RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC**

By: 
Bill Alleman
Vice-President, Land

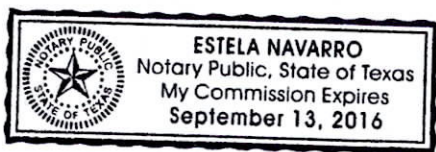


True and Correct
copy of
Original filed in
Reeves County
Clerks Office

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 18 day of July, 2013, by John W. Walsh, as Attorney-in-Fact of BHP Billiton Petroleum Properties (GP), LLC, general partner of BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP, formerly known as Petrohawk Properties, LP, a Texas limited partnership, on behalf of said limited partnership.



Estela Navarro
Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF DENVER §

This instrument was acknowledged before me on this the 23rd day of July, 2013, by Bill Alleman, Vice President of Land of RESOLUTE NATURAL RESOURCES SOUTHWEST, LLC.

Erin K Pettigrew
Notary Public, State of Colorado



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

EXHIBIT "A"

DESCRIPTION OF LEASES & LANDS

Attached to and made a part of that certain PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES, made effective June 26, 2013 by and between, BHP Billiton Petroleum Properties (N.A.), LP, formerly known as Petrohawk Properties, LP, as Assignor and Resolute Natural Resources Southwest, LLC, as Assignee, covering the following lands in Reeves County, Texas.

This Assignment only includes an undivided 326.4 net leasehold acre interest, more or less, out of Grantor's undivided 457.14 net leasehold acre interest, more or less, being equal to an undivided 71.40045% interest, more or less, (the intent being Grantor reserves an undivided 130.74 net leasehold acre interest, more or less, being equal to an undivided 28.59955% interest, more or less) in the following Oil and Gas Leases, INsofar AND ONLY INsofar as said leases cover lands located in Section 15, Block C-21, Abstract No. 5745, PSL Survey, Reeves County, Texas.

OIL AND GAS LEASE:

- (1) L. H. Meeker and Julian Wade Meeker as Trustees for the Lifetime Benefit of L. H. Meeker Under the Will of J. R. Meeker to Petrohawk Properties, LP, a Texas limited partnership, dated February 9, 2011, Notice of Oil, Gas, and Mineral Lease being recorded on May 19, 2011 in Volume 878 at Page 807, filed under Entry Number 2947, , insofar as the Lease covers All of Section 15, Block C-21, A-5745, PSL Survey, Reeves County, Texas, LESS & EXCEPT 91.43 acres, more or less, described in Deed recorded in Vol. 88, Page 311, Reeves County, Texas, leaving 548.7 acres leased therein.
- (2) Windi Grimes, Sole Trustee of The AWP 1983 Trust to Petrohawk Properties, LP, a Texas limited partnership, dated February 9, 2011, Notice of Oil, Gas, and Mineral Lease being recorded on June 29, 2011 in Volume 886 at Page 506, filed under Entry Number 4196 , insofar as the Lease covers All of Section 15, Block C-21, A-5745, PSL Survey, Reeves County, Texas, LESS & EXCEPT 91.43 acres, more or less, described in Deed recorded in Vol. 88, Page 311, Reeves County, Texas, leaving 548.7 acres leased therein.
- (3) Meeker Investments, Inc., Represented herein by Robert W. Debolt, President to Petrohawk Properties, LP, a Texas limited partnership, dated February 9, 2011, Notice of Oil, Gas, and Mineral Lease being recorded on June 29, 2011 in Volume 886 at Page 508, filed under Entry Number 4197 , insofar as the Lease covers All of Section 15, Block C-21, A-5745, PSL Survey, Reeves County, Texas, LESS & EXCEPT 91.43 acres, more or less, described in Deed recorded in Vol. 88, Page 311, Reeves County, Texas, leaving 548.7 acres leased therein.

THIS STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Florez, County Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same was filed for record in my office this _____ day of _____, 2013, under Clerk's File No. _____, to be recorded in the
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal as before, Texas
this _____ day of _____, 2013.



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

Inst No. 13-05341
DIANNE O. FLOREZ
COUNTY CLERK
2013 Jul 26 at 01:15 PM
REEVES COUNTY, TEXAS
By: AC Aurora Calanchi, DEPUTY

END OF EXHIBIT "A"

File No. MF077534
Assignment # 5870
BHP Billiton to Resolute Natural
Date Filed: 7-1-13
Jerry E. Patterson, Commissioner
By

(42)

Partial Assignment

THE STATE OF TEXAS
COUNTY OF REEVES
I, Dianne O. Flores, Clerk of the County Court in and
for said County and State do hereby certify that the foregoing is a true and correct copy of
sent 8 Del. Gas & Mineral Leased June 26, 2013
filed for record in my office this 26th day of July 2013 at
1:15 P. M., under Clerk's File No. 13-05391, to be recorded in the
Deeded Public Record
Records of Reeves County, Texas.
TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 26th day of July, 2013.
By Duane Calandry Deputy, DIANNE O. FLORES, COUNTY CLERK
REEVES COUNTY, TEXAS