MF094873

~~Unit 2098~~

TERMINATION
DATE 4/1/2022
LEASING MB
MAPS ~~JL~~
GIS MC

Leasing: MB
Maps: ~~JL~~
GIS: MC
Scanlab:

Lease Type	Control	Basefile	County
HROW 56 [State	56-029973		BRAZOS

Survey	Highways & Public Transportati...	
Block		
Block Name		
Township		
Section/Tract		
Land Part	SH OSR	
Acres	Net: 4.930000	Gross: 4.930000
Depth Below	Depth Above	Depth Other
		Allow All Depths
Name	DYNAMIC PRODUCTION INC	
Lease Date	3/17/1992	
Primary Term	1 years	
Bonus	$1,479.30	
Lease Royalty	0.25000000	
Paid Up	NA	

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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F291120
DYNAMIC PRODUCTION INC

Highway Right-of-Way M-94873 (Paid-Up)

COUNTY (CODE)	Brazos (21)
SURVEY	H.D. Taylor & D. Harvey
BLOCK	A-230 & A-125
TOWNSHIP	
SECTION	
PART	OS Road
ACRES	4.931
DEPTH LIMITS	
BASE FILE (S)	
CONTROL NO. (S)	56-02997-3

LESSEE	Dynamic Production, Inc.
DATE	3-17-92
PRIMARY TERM	1 year
BONUS	$1,479.30
ROYALTY	1/4
RENTALS	None (paid-up)

Pass To:

Legal	
Rental	
Min. A/c	AR
Min. Map	

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1. Lease	scanned PJ 9-19-16
2. Memo to SLB	22. Assign #10431 Marlin
3. Processing Fee + Bonus Vouchers	(to) Hawkwood 10-19-17
4. Ltr From Dynamic - Application	scanned PJ 10-23-2017
5. List of Adjacent Mineral Owners	23. Termination info 10/27/23
6. Plat / Description / Road Map	Scanned WM 11.21.2023
7. Waiver	
8. Aff. of Consideration	
9. Title Opinion Letter	
10. Row Deed	
11. Adjacent leases (3)	
12 Designation of Poded Unit 9-23-92	
13 Division Order. 6-15-92	
14. Partial Release of Oil & Gas 5-18-93	
15. Ltr. to Dynamic Petroleum 2/11/97	
16 ltr 10/2/97	
17 ltr 10/24/97	
18 assignment rec'd 10/14/97	
19. DIVISION ORDER 11/25/08	
20. DIVISION ORDER 07/02/13	
-See MF079757 Demand Letter ~~#37-#38~~ 5/15/15 FY13	
Scanned KW 3.31.2016	
21. Assign ID # 9751	
From Apache To Marlin 8/26/14	

GLO-S-08-(1-82)

HROW Lease
Revised 10/89

The State of Texas

Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-94873
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32, 34 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and Dynamic Production, Inc., whose address is 2801 Glenda Avenue, Fort Worth, Texas 76117-4391, hereinafter called "Lessee". 1751252325 3

1. Lessor, in consideration of One Thousand Four Hundred Seventy Nine and 30/100 Dollars ($1,479.30), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of Brazos, State of Texas, and is described as follows:

> 4.931 acres of land, more or less, situated in said Brazos County, Texas, more particularly described in

Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 4.931 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of one (1) year from March 17, 1992, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal one fourth (1\4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one fourth (1\4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one fourth (1\4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one fourth (1\4) of such gas and casinghead gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred.

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle

labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of $123.28. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or $25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or $25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue.

Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between

parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling,

testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE,CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to $246.55, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

16. RAILROAD COMMISSION: No natural gas or casinghead gas, including both associated and non-associated gas, produced from the mineral estate subject to this lease may be sold or contracted for sale to any person for ultimate use outside the State unless the Railroad Commission of Texas, after notice and hearing as provided in Title 3 of the N.R.C., finds that:

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

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

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

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

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

production; and

(f) no person who resides in this state and who relies on natural gas or casinghead gas to provide in whole or part his existing needs for fuel or raw material requires the natural gas or casinghead gas to meet those needs; provided, however, after notice and hearing as provided in Title 3 of the N.R.C., the Railroad Commission of Texas may grant exceptions to these provisions of Subchapter H of Chapter 52 of the N.R.C. if it finds and determines that enforcement of such provisions:

(1) would cause physical waste as defined in Title 3 of the N.R.C.; or

(2) would unreasonably deny to the Lessee an opportunity to produce economically hydrocarbons from the land subject to this lease.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of March 17, 1992.

Garry Mauro

GARRY MAURO
COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

Approved:
Energy: RGH
Legal(Form): _____
Executive: _____

Brazos County
CSJ 475-1-1
OSR Hwy
No. 352

Exhibit "A"

Being 4.931 acres of land, more or less, situated in the D. Harvey Survey, Abstract No. 125 and in the H. D. Taylor Survey, Abstract No. 230 of Brazos County, Texas. Said 4.931 acres being all of and the same land conveyed to the State of Texas by a deed from Tom Maly, et ux as recorded in Volume 115, Page 19, of the Deed Records of Brazos County, Texas, and also other right of way, which is more particularly described as follows to wit:

Beginning at a point on the property line between J. W. Smith and Tom Maly where it intersects the west right of way line 60.00 feet from and at right angles to Engineer's Centerline Station Number 667+69.00. Said point also being located S 43° 46' 00" W, a distance of 77.50 feet from Engineer's Centerline Station Number 668+19.00;

Thence N 07° 41' 00" W along the west right of way line, a distance of approximately 1,248.00 feet to the P.C. of a 02° curve to the right whose central angle is 29° 04' 00". Said P. C. being located 60.00 from and at right angles to Engineer's Centerline Station Number 680+17.00;

Thence around said curve along the west right of way line, a distance of approximately 1,223.00 feet to a point on the property line between Tom Maly and Mrs. Ollie Scott Hodge; Thence S 73° 17' 00" E departing from the west right of way line, a distance of 15.00 feet to a point for a corner;

Thence N 66° 30' 00" E, a distance of 88.00 feet to a point for a corner on the property line between Tom Maly and Antone Homola;

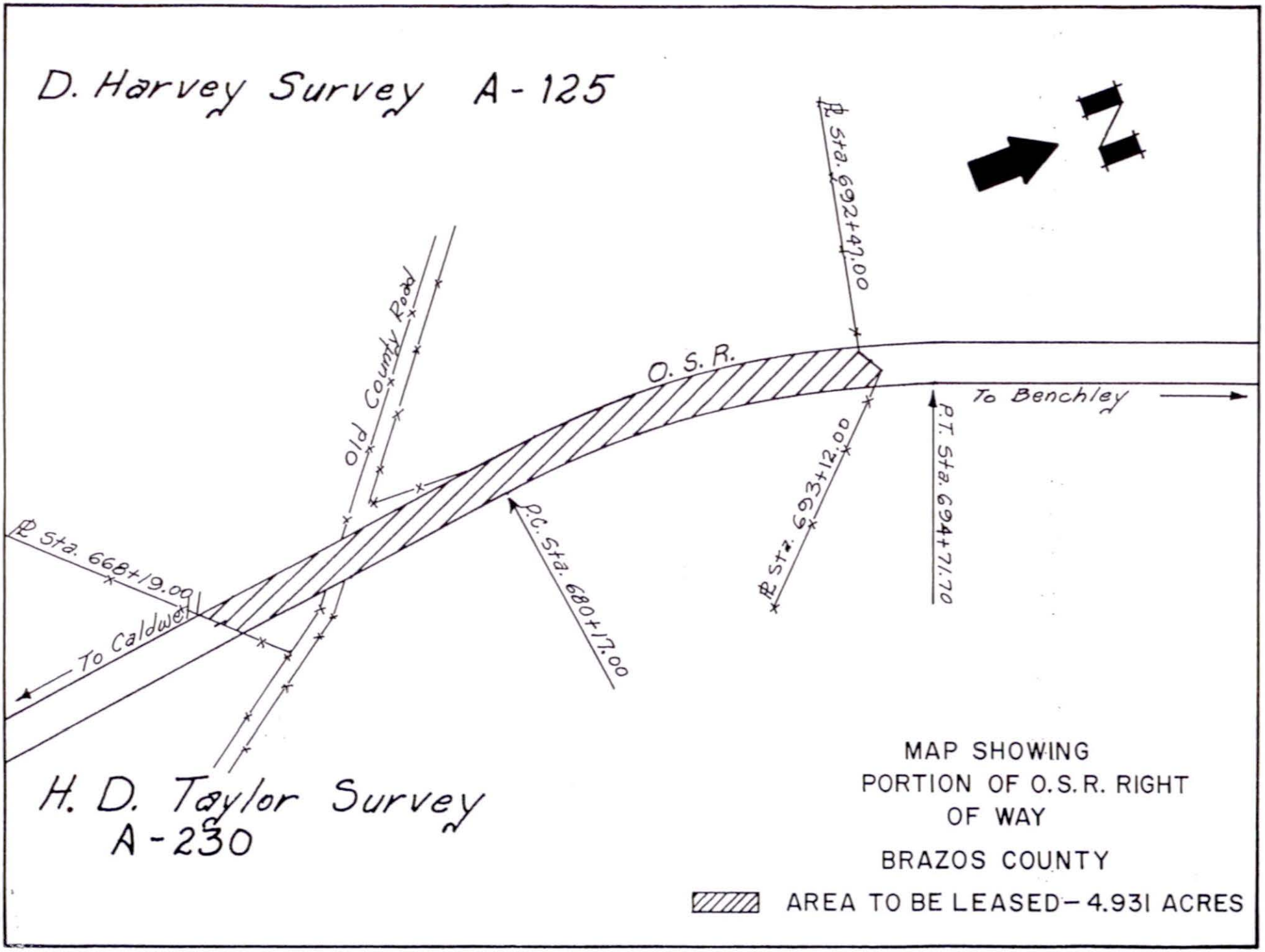
Thence S 41° 57' 00" E along said property line, a distance of 48.00 feet to a point on the east right of way line of the highway. Said point being on a 02° curve to the left whose central angle is 29° 04' 00";

Thence around said curve along said right of way line, a distance of 1,273.00 feet to the P.C. of said curve, 60.00 feet from and at right angles to Engineer's Centerline Station Number 680+1700;

Thence S 07° 41' 00" E along the east right of way line of said highway an approximate distance of 1,148.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 668+69.00;

Thence S 43° 46' 00" W departing from the east right of way line of the highway, a distance of 77.50 feet crossing the centerline of said highway and continuing on for a total distance of 155.00 feet to the Point of Beginning.

The above described tract contains 4.931 acres and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.


D. Harvey Survey A-125
℄ Sta. 692+47.00
N
O. S. R.
Old County Road
To Benchley
P.T. Sta. 694+71.70
℄ Sta. 693+12.00
P.C. Sta. 680+17.00
℄ Sta. 668+19.00
To Caldwell
H. D. Taylor Survey
A-230
MAP SHOWING
PORTION OF O.S.R. RIGHT
OF WAY
BRAZOS COUNTY
AREA TO BE LEASED—4.931 ACRES

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: March 10, 1992

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Dynamic Production Inc.

REFERENCE: Being 4.931 acres of O.S. Road, more or less, situated in the H.D. Taylor Survey, A-230 and D. Harvey Survey, A-125, in Brazos County, Texas

The following terms were provided for in adjacent leases:

	High	Low
Bonus/Acres:	$300.00	$10.00
Royalty:	1/4	1/8
Delay Rental:	None	$ 1.00
Primary Term:	1 year	10 years

The application has been reviewed by the Lease Administration Department and by the Department of Transportation. Subchapter F, Chapter 32 of the Texas Natural Resources Code requires the approval of the application to lease with the following terms:

Bonus/Acres:	$300.00 per acre
Royalty:	1/4 royalty
Delay Rental:	None
Primary Term:	1 year

Dynamic Production Inc. holds the mineral interest in the leases adjoining the above referenced right-of-way. Therefore, the applicant is entitled to a lease of the entire referenced 4.931 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the right-of-way and has submitted all other pertinent information required by the School Land Board rules.

TEXAS
DEPARTMENT OF TRANSPORTATION
P. O. Box 5075
Austin, Texas 78763-5075

March 5, 1992

Contact:
D-15

Mr. Garry Mauro
Commissioner
General Land Office
Petroleum and Mineral Division
1700 North Congress Avenue
Austin, Texas

Dear Commissioner Mauro:

We have reviewed the proposed oil and gas lease and the following request for a preferential lease is considered sufficiently documented to be presented to the Public School Land Board for approval:

County	Nominator	Bonus	Royalty	Primary Term	Delay Rental
Brazos	Dynamic Production, Inc	$300.00	1/4	1 Year	None

Attached is one copy of the field notes and sketch for the proposed lease. If additional information is needed, please contact Jimmy Perry at (512) 835-0803.

Sincerely,

Gary Bernethy

Gary Bernethy, P.E.
Director of Right of Way

Attachment

Brazos County
CSJ 475-1-1
OSR Hwy
No. 352

Exhibit "A"

Being 4.931 acres of land, more or less, situated in the D. Harvey Survey, Abstract No. 125 and in the H. D. Taylor Survey, Abstract No. 230 of Brazos County, Texas. Said 4.931 acres being all of and the same land conveyed to the State of Texas by a deed from Tom Maly, et ux as recorded in Volume 115, Page 19, of the Deed Records of Brazos County, Texas, and also other right of way, which is more particularly described as follows to wit:

Beginning at a point on the property line between J. W. Smith and Tom Maly where it intersects the west right of way line 60.00 feet from and at right angles to Engineer's Centerline Station Number 667+69.00. Said point also being located S 43° 46' 00" W, a distance of 77.50 feet from Engineer's Centerline Station Number 668+19.00;

Thence N 07° 41' 00" W along the west right of way line, a distance of approximately 1,248.00 feet to the P.C. of a 02° curve to the right whose central angle is 29° 04' 00". Said P. C. being located 60.00 from and at right angles to Engineer's Centerline Station Number 680+17.00;

Thence around said curve along the west right of way line, a distance of approximately 1,223.00 feet to a point on the property line between Tom Maly and Mrs. Ollie Scott Hodge; Thence S 73° 17' 00" E departing from the west right of way line, a distance of 15.00 feet to a point for a corner;

Thence N 66° 30' 00" E, a distance of 88.00 feet to a point for a corner on the property line between Tom Maly and Antone Homola;

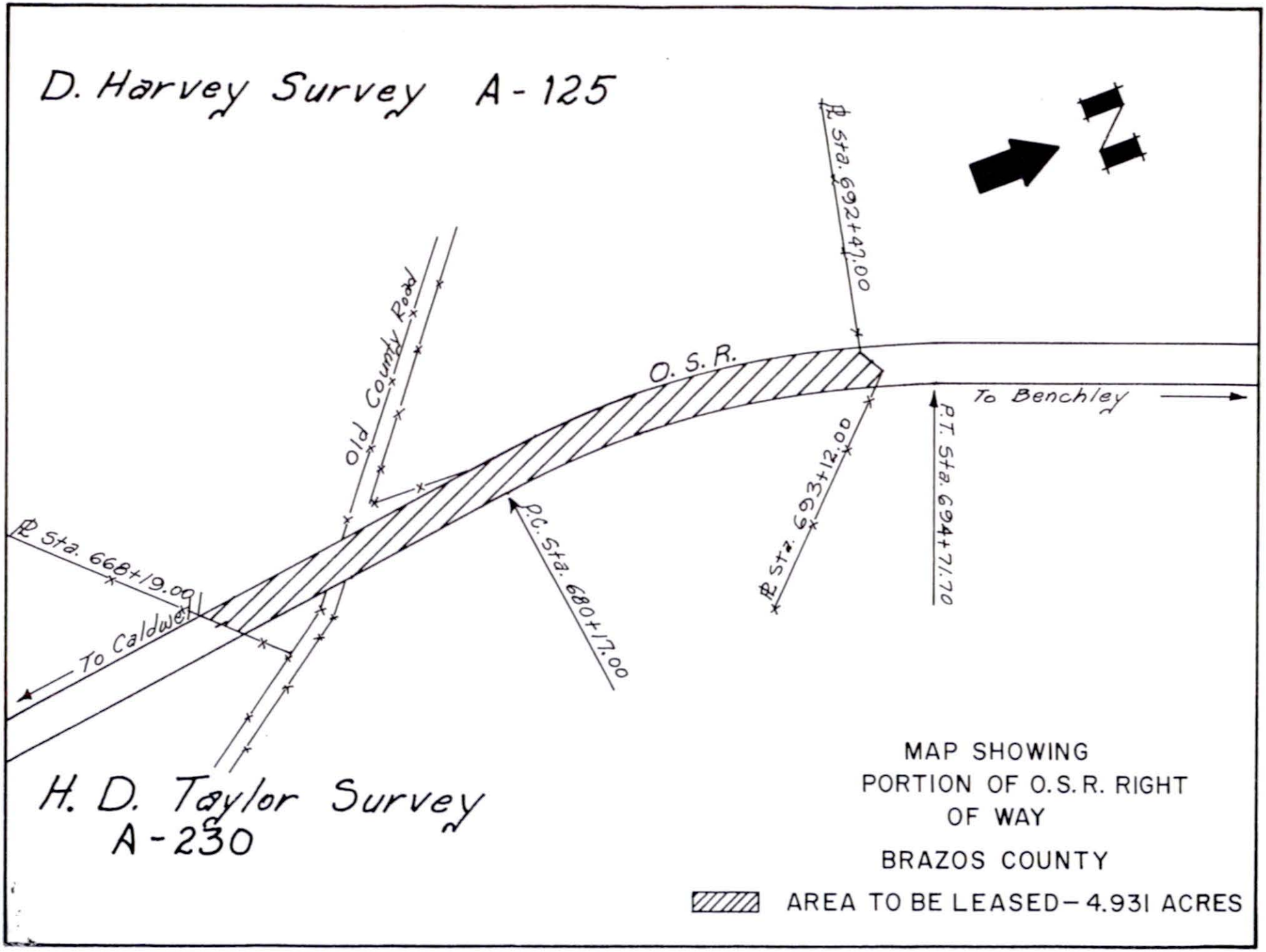
Thence S 41° 57' 00" E along said property line, a distance of 48.00 feet to a point on the east right of way line of the highway. Said point being on a 02° curve to the left whose central angle is 29° 04' 00";

Thence around said curve along said right of way line, a distance of 1,273.00 feet to the P.C. of said curve, 60.00 feet from and at right angles to Engineer's Centerline Station Number 680+1700;

Thence S 07° 41' 00" E along the east right of way line of said highway an approximate distance of 1,148.00 feet to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 668+69.00;

Thence S 43° 46' 00" W departing from the east right of way line of the highway, a distance of 77.50 feet crossing the centerline of said highway and continuing on for a total distance of 155.00 feet to the Point of Beginning.

The above described tract contains 4.931 acres and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and identified under Control Number 475-1-1.


D. Harvey Survey A-125
℄ Sta. 692+47.00
N
O. S. R.
Old County Road
To Benchley
P.T. Sta. 694+71.70
℄ Sta. 693+12.00
P.C. Sta. 680+17.00
℄ Sta. 668+19.00
To Caldwell
H. D. Taylor Survey
A-230
MAP SHOWING
PORTION OF O.S.R. RIGHT
OF WAY
BRAZOS COUNTY
AREA TO BE LEASED—4.931 ACRES

DYNAMIC PRODUCTION, INC.
2801 GLENDA AVENUE, FORT WORTH, TEXAS 76117
TELEPHONE (817) 831-4554

No. 71530

THE ATTACHED CHECK IS IN SETTLEMENT OF ITEMS LISTED BELOW. PLEASE DETACH AND RETAIN THIS STATEMENT FOR YOUR RECORDS

017785 STATE OF TEXAS-GEN LAND OFFICE

ACCT DATE	VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT	DISCOUNT	NET AMOUNT
0272	207903	03/02/92	92030212	APP TO MINERAL FILE	94873	1501.49

Oil & Gas Lease covering 4.931 acres, A.D. Taylor Survey,
A-230 and D. Harvey Survey, A-125, Brazos County, Texas.
"OSR"-ROW.

RECEIVED
MAR 9 1992
ENERGY RESOURCES

92032543

ATTN: DREW REID

TOTAL NET AMOUNT 1501.49

PLEASE DETACH THIS REMITTANCE ADVICE BEFORE DEPOSITING CHECK

Cash
Check
Money Order
Cashier's Check
Draft

92030087

AMOUNT 100.00

REGISTER #

FOR Hwy Lease

MAIL CODE
170

DELIVER TO
Robert Hutter

RECEIVED
FEB 24 1992
ENERGY RESOURCES

NAME Thomas Luckenbach
ADDRESS 4803 Misty Brook Cove
Austin, Tx 78727

(B) M-94873

February 24, 1992

Commissioner
General Land Office
State of Texas
Stephen F. Austin Bldg.
1700 North Congress Avenue
Room 640
Austin, Texas 78701-1534

RE: 4.931 acre tract in the H. D. Taylor Survey, A-230 and the D. Harvey Survey, A-125, Brazos County, Texas.

Gentlemen:

By this letter Dynamic Production, Inc., applies to preferentially lease the above tract of land from the State of Texas for Oil and Gas Exploration.

Yours truly,

Thomas Luckenbach

Thomas Luckenbach
agent for:
Dynamic Production, Inc.
2801 Glenda Avenue
Fort Worth, Texas 76117-4391

Note: This will be a horizontal well.

February 24, 1992

Commissioner
General Land Office
State of Texas
Stephen F. Austin Bldg.
1700 North Congress Avenue
Room 640
Austin, Texas 78701-1534

4.931 acre tract in the H. D. Taylor Survey, A-230 and the D. Harvey Survey, A-125, Brazos County, Texas.

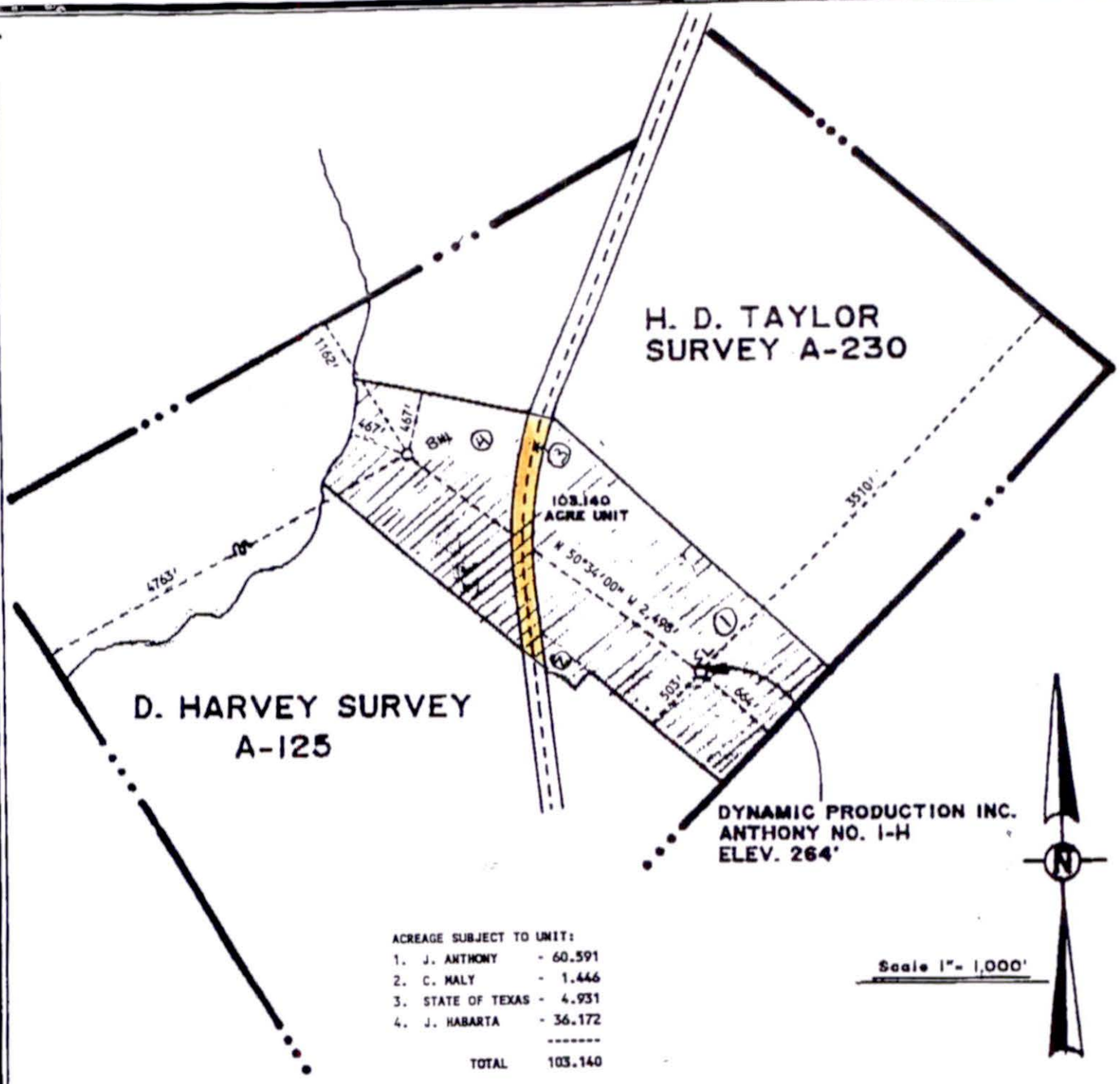
Adjacent mineral owners:

1) Dynamic Production, Inc.
   2801 Glenda Avenue
   Fort Worth, Texas 76117-4391

2) State of Texas

Thomas Luckenbach

Thomas Luckenbach
agent for:
Dynamic Production, Inc.
2801 Glenda Avenue
Fort Worth, Texas 76117-4391



ACREAGE SUBJECT TO UNIT:

1.	J. ANTHONY	- 60.591
2.	C. MALY	- 1.446
3.	STATE OF TEXAS	- 4.931
4.	J. HABARTA	- 36.172
	TOTAL	103.140

Scale 1"= 1,000'

SURFACE LOCATION :
643 FEET FROM THE NORTHEAST LINE OF THE UNIT AND LEASE. 3,510 FEET FROM THE NORTHEAST LINE OF THE SURVEY. 664 FEET FROM THE SOUTHEAST LINE OF THE UNIT, LEASE AND SURVEY. 503 FEET FROM THE SOUTHWEST LINE OF THE UNIT AND LEASE.

BOTTOM HOLE LOCATION :
467 FEET FROM THE NORTH LINE OF THE UNIT AND LEASE. 1,162 ± FEET FROM THE NORTHWEST LINE OF THE SURVEY. 467 FEET FROM THE NORTHWEST LINE OF THE UNIT AND LEASE. 4,763 FEET FROM THE SOUTHWEST LINE OF THE SURVEY.

APPROXIMATELY 6.2 MILES SOUTHWEST OF BRYAN, TEXAS.

STATE OF TEXAS)
COUNTY OF BRAZOS)

I, LOUIS KNOX, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT SHOWING THE DYNAMIC PRODUCTION, INC., ANTHONY NO. 1-H, SITUATED IN THE H. D. TAYLOR SURVEY, A-230, AND THE D. HARVEY SURVEY A-125, BRAZOS COUNTY, TEXAS, WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS CERTIFIED TO BE CORRECT.

DATE OF SIGNATURE, FEBRUARY 18, 1992.

LOUIS KNOX AND ASSOCIATES, SURVEYORS
P. O. BOX 539
GIDDINGS, TEXAS 78942

Louis Knox
LOUIS KNOX
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 875.

STATE OF TEXAS
REGISTERED
LOUIS KNOX
875
PROFESSIONAL
LAND SURVEYOR

W.O. 5840

Louis Knox & Associates
SURVEYORS
P.O. DRAWER 839 409 542-3519
OFFICE 251 EAST HEMPSTEAD
GIDDINGS, TEXAS 78942

W. O. 5840

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

DYNAMIC PRODUCTION INC.
DEPARTMENT OF HIGHWAYS AND
PUBLIC TRANSPORTATION

LEASE DESCRIPTION

All that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being partly in the D. Harvey Survey, Abstract 125, and partly in the H. T. Taylor Survey, Abstract 230, and a part of the Old San Antonio Road "OSR", and described by metes and bounds as follows:

BEGINNING at a point in the East Right-of-way line of said OSR, at a point which is approximately 60 feet from and perpendicular to Centerline Station 674 + 30.60;

THENCE severing said Right-of-way, North 68°18'04" West 136.87 feet to a point in the West Right-of-way line of said OSR at a point which is approximately 60 feet from and Right Angles to Centerline Station 674 + 96.44;

THENCE with the West Right-of-way of said OSR, North 07°03'00" West 521.46 feet to a point which is 60 feet from and perpendicular from Centerline Station 680 + [illegible], same being the PC of a curve to the Right having a Delta Angle of 24°3[illegible], a Radius of 2,926.65 feet, and a Chord of which bears North 05°24'41" East 1,246.40 feet;

THENCE with the Arc of said Curve an Arc distance of 1,256.02 feet to a point in said line for the North corner of the premises herein described;

THENCE severing said OSR, South 77°20'16" East 120.46 feet to a point in the East Right-of-way line of said Highway for the most Easterly corner of the premises herein described;

THENCE with the curving East Right-of-way line in a Southerly direction on a curve having a Delta Angle of 24°47'54", a Radius of 2,806.65 feet, and a chord of which bears South 05°20'57" West 1,205.30 feet;

THENCE with the Arc of said curve 1,214.76 feet to a point which is 60 feet from and perpendicular to Centerline Station 680 + 17.90 at the PC of said curve;

THENCE continuing with the East Right-of-way line of said OSR, South 07°03'00" East 587.30 feet to the PLACE OF BEGINNING and containing 4.931 acres of land.

Prepared from a survey completed in February 1992, and certified to be correct.

Date of Signature, February 26, 1992.

STATE OF TEXAS
REGISTERED
LOUIS KNOX
875
PROFESSIONAL
LAND SURVEYOR

LOUIS KNOX AND ASSOCIATES SURVEYORS

LOUIS KNOX
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 875.


BRYAN
COLLEGE STATION
MACEY COM
EDGE
UNION COM
COTTONWOOD COM
MOORE COM
KURTEN
RELIANCE COM
STEEP HOLLOW
FOREST LAKE
HARVEY COM
FAIRVIEW COM
BRUSHY CREEK COM
EASTERWOOD AIRPORT
WICKER COM
WELLBORN
ROYDER COM
EARNIGHT COM
TEXAS INTERNATIONAL SPEEDWAY
PEACH CREEK COM
MILLICAN
NELLEN COM
CARTHON
ROGERS PLANTATION
WASHINGTON

6 M-94873

DYNAMIC PRODUCTION, INC.

2801 GLENDA AVENUE
FORT WORTH, TEXAS 76117-4391
817/831-4554
FAX 817/838-0031

February 20, 1992

Commissioner
General Land Office
1700 North Congress Ave., Room 640
Austin, Texas 78701

Gentlemen:

The undersigned "adjacent mineral owner" hereby waives any right to receive notice of the proposed leasing of the right-of-way tract to be included in the Dynamic Production, Inc. - Anthony Unit No. 1 well, which surface location shall be located in the A.D. Taylor Survey, A-230, Brazos County, Texas.

Sincerely,

DYNAMIC PRODUCTION, INC.

Gerald H. Graham
Land Manager

GHG/nw

AFFIDAVIT

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

To Whom It May Concern:

BEFORE ME, the undersigned authority, on this day personally appeared GERALD H. GRAHAM, who is known by me to be a credible person, and who, after being by me first duly sworn, upon his oath, deposes and says as follows:

"My name is Gerald H. Graham, I work as Land Manager for Dynamic Production, Inc., of 2801 Glenda Avenue, Fort Worth, Texas ("Dynamic"), which company has acquired certain rights to Oil and Gas Leases adjacent to and bordering either side of the highway right-of-way tract reflected in yellow on the attached plat, which tract is located in the A.D. Taylor Survey, A-230, Brazos County, Texas.

I am very familiar with the method and manner of acquisition by Dynamic regarding the above Oil and Gas Leases, as I personally directed such of effort. The highest price and royalty paid for any of the area Oil and Gas Leases acquired by Dynamic was for the Lease bordering the highway to the northwest. The Lessors under such Lease were paid $300.00 per acre and provided with a 25% royalty interest.

Further Affiant Saith not.

SIGNED AND EXECUTED on this the 20th day of February, 1992.

GERALD H. GRAHAM

SWORN TO AND SUBSCRIBED BEFORE ME by the said GERALD H. GRAHAM, on this the 20th day of February, 1992, to certify which witness my hand and official seal.

Noma E. Woodall, Notary Public
In and for the State of Texas
Commission Expires 11-13-95

Noma E. Woodall
Notary Public in and for
the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 20th day of February, 1992 by GERALD H. GRAHAM, 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 therein expressed.

GIVEN UNDER my hand and seal of office on this the 20th day of February, 1992.

Noma E. Woodall, Notary Public
In and for the State of Texas
Commission Expires 11-13-95

Noma E. Woodall
Notary Public in and for
the State of Texas

(8) M-94873

HARRIS, FINLEY & BOGLE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
777 MAIN STREET
3100 CONTINENTAL PLAZA
FORT WORTH, TEXAS 76102-5395
817/335-5050
TELECOPIER 817/332-6121

KENDALL D. ADAIR
RUSSELL R. BARTON
BILL F. BOGLE
PAUL D. BRADFORD
WILLIAM G. BREDTHAUER
OIL, GAS AND MINERAL LAW*
DEE S. FINLEY, JR.
COMMERCIAL REAL ESTATE LAW*
BARBARA E. HARGIS
CHARLES B. HARRIS
ESTATE PLANNING AND PROBATE LAW*
OIL, GAS AND MINERAL LAW*
ROLAND K. JOHNSON
CIVIL TRIAL LAW*

MARK C. MATULA
OIL, GAS AND MINERAL LAW*
ROGER D. MOORE
THOMAS D. POWERS
CONSUMER BANKRUPTCY LAW*
BUSINESS BANKRUPTCY LAW*
ANDREW D. SIMS
TARA S. TANKERSLEY
JOE D. TOLBERT

*BOARD CERTIFIED
TEXAS BOARD OF LEGAL SPECIALIZATION

JENKINS GARRETT
OF COUNSEL

February 19, 1992

Dynamic Production, Inc.
2801 Glenda Avenue
Fort Worth, Texas 76117

ATTENTION: Mr. Gerald H. Graham,
Land Manager

RE: Anthony #1-H Well
Brazos County, Texas

Gentlemen:

You asked for our opinion on ownership of the oil, gas and associated hydrocarbons under the highway running through your proposed 103.14 acre unit for the above-referenced well, as shown on a Plat dated February 18, 1992, prepared by Louis Knox, Registered Professional Land Surveyor (the "Plat").

In that respect, we examined the following:

(a) Copy of Original Title Opinion dated August 3, 1984, prepared by Campbell, Athey & Zukowski for Producers Engineering Company, covering the Anthony tract shown on the Plat from sovereignty to July 17, 1984, at 9:30 a.m.;

(b) Runsheet dated February 12, 1982, prepared by John F. Hafner & Associates for Dynamic Production, Inc., covering the Anthony tract from August 1, 1984, through January 28, 1992, at 12:00 noon, based upon the instruments found of record in the Official and Deed of Trust Records of Brazos County, Texas, pertaining to the Anthony tract, together with copies of those instruments; and

(c) Runsheet dated February 5, 1992, prepared by John F. Hafner & Associates for Dynamic Production, Inc., covering the Habarta tract shown on the Plat, from April 6, 1880, through December 27, 1991, based upon the records of American Title Company, together with copies of the applicable instruments.

Based upon our review of that information, we are of the opinion that the oil, gas and associated hydrocarbons under the highway are owned by the State of Texas. For your reference, enclosed please find a copy of a Warranty Deed dated November 16, 1943, recorded in Volume 115, page 19, Deed Records of Brazos County, Texas, by which Tom Maly and wife, Karolina Maly, conveyed the highway tract to the State of Texas.

Yours very truly,

HARRIS, FINLEY & BOGLE, P.C.

By: Mark C. Matula

Mark C. Matula

MCM45a/dynamic.anthony/pak

Enclosure

cc: Mr. John F. Hafner
John F. Hafner & Associates
(with enclosure)

BY TELECOPIER NO. (713) 497-4044

And it is further agreed that Brazos County in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 19th day of November, A. D., 1943.

Ollie Scott Hodge

Matilda Turner

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Ollie Scott Hodge; and Matilda Turner; both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 19th day of November, 1943.

A. S. Ware (A. S. Ware)

(SEAL) Notary Public in and for Brazos County, Texas

The foregoing is a true copy of the original instrument which was filed for record on the 15th day of December, A. D., 1943 at 2 o'clock p. m. and duly recorded on the 17th day of December, A. D., 1943 at 9:30 o'clock a. m. to which I certify.

A. B. Syptak, Cl C. C. B. C.

Mrs L. Newton (W) Deputy

STATE OF TEXAS |
COUNTY OF BRAZOS | KNOW ALL MEN BY THESE PRESENTS:

THAT Tom Maly and wife, Karolina Maly, of the County of Brazos, State of Texas, for and in consideration of the sum of TWO HUNDRED ELEVEN AND NO/100 ($211.00) DOLLARS, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Brazos, State of Texas, and being a part of an 80 acre tract out of the H. D. Taylor Survey, and a part of two tracts out of the D. Harvey Survey and being more particularly described as follows, to-wit:

Beginning at a point in the property line between J. W. Smith and Tom Maly, said point being 60 feet from the center line of the proposed highway as measured at right angles,

Thence, N 7° 41' W parallel to and 60 feet from the center line of the proposed highway approx. 1050 feet to the P. C. of a 2° curve whose central angle is 29° 04',

Thence, around said curve parallel to and 60 feet from the center line of the proposed highway approx. 1223 feet to a point in the proper / line between Mrs. Ollie Scott Hodge and Tom Maly.

Thence, along said property line S 73° 17' E approx. 15 feet to the fence line of a county road.

Thence, N 66° 30' E approx. 88 feet to the property line between Tom Maly and Antone Homola, said point being in the E fence line of a county road.

Thence, S 41° 57' E along said property line between Tom Maly and Antone Homola approx. 48 feet to a point 60 feet from the center line of the proposed highway, said center line being on a 2° curve whose central angle is 29° 04'

Thence, around said curvey parallel to and 60 feet from the center line of said highway in a southerly direction a distance of approx. 1273 feet to the P. C. of said curve, Thence, S 7° 41' E parallel to and 60 feet from the center line of the proposed highway approx. 958 feet to a point in the property line between Tom Maly and J. W. Smith, Thence, S 43° 46' W along said property line approx. 155 feet to place of beginning. all the land described herein save and except that portion that is now fenced and used for public roads.

Net acreage in transaction: 4.22 acres

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns.

And we the said Tom Maly, and wife Karolina Maly, do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed that Brazos County in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness our hands, this the 16th day of November, A. D., 1943.

Tom Maly

Karolina Maly

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Tom Maly, 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 16th day of November, 1943.

A. S. Ware (A. S. Ware)

(SEAL) Notary Public in and for Brazos County, Texas

THE STATE OF TEXAS, |
COUNTY OF BRAZOS |

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

Given under my hand and seal of office, this the 16th day of November, 1943.

A. S. Ware (A. S. Ware)

(SEAL) Notary Public in and for Brazos County, Texas

The foregoing is a true copy of the original instrument which was filed for record on the 15th day of December, A. D., 1943 at 2 o'clock p. m. and duly recorded on the 17th day of December, A. D., 1943 at 10:50 o'clock a. m. to which I certify.

A. B. Syptak, C. C. C. B. C.

Mrs L. L. Newton (W) Deputy

Producers 88 (7-69)
With 640 Acres Pooling Provision

112842

CC00733

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 23rd day of June 1976, between

Vince Court (also known as Vincent Court) and wife Anthonette Court

lessor (whether one or more), whose address is: Route 1, Box 261, Bryan, Texas 77801,

and William C. Haverlah, Rt. 3, Box 112, Floresville, Texas 78114, lessee, WITNESSETH:

1. Lessor, in consideration of Ten and No/100---------- Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

FILED FOR RECORD
7-30-76
10:15 a
FRANK BORISKIE
BRAZOS COUNTY CLERK
BY Mary Ann Murphy

DATE RECORDED 8-3-76

FIRST: 170 acres of land, more or less, out of the Thomas Yates Survey, A-247 in Brazos County, Texas and being the same land described in Receiver's Deed from W.A. Stasny to Vince Court, dated October 9, 1962 and recorded in Vol. 223, Pages 3-5 of the Deed Records of Brazos County, Texas.

SECOND: 148.08 acres of land, more or less, out of the Wm. Mathis League A-37, T.R. Moseley Survey A-183, and the Griffin Bayne Survey A-70 in Brazos County, Texas and being the same land described in deed from J.O. Thomas, et ux to Vince Court and wife Anthonette Court, dated July 1, 1957 and recorded in Vol. 184, Pages 313-15 of the Deed Records of Brazos County, Texas.

THIRD: 58.42 acres of land, more or less, out of the H.D. Taylor Survey A-230 in Brazos County, Texas and being the same land described in deed from Henry Maly, et ux to Vince Court, dated November 22, 1967 and recorded in Vol. 266, Pages 207-9 of the Deed Records of Brazos County, Texas.

FOURTH: 80 acres of land, more or less, out of the Thomas Yates Survey A-247 in Brazos County, Texas and being the same land described in deed from Michael J. Cesak, Administrator to Vince Court, dated October 15, 1965 and recorded in Vol. 250, Page 402 of the Deed Records of Brazos County, Texas.

FIFTH: 53 acres of land, more or less, out of the John Williams Survey A-237 in Brazos County, Texas and being the same land described in deed from Ernest G. Cahill to Vince Court, dated September 25, 1965 and recorded in Vol. 249, Pages 631-2 of the Deed Records of Brazos County, Texas.

SIXTH: 125 acres of land, more or less, out of the F. Ruiz League A-48, William Mathis Survey A-37 in Brazos County, Texas and being the same land described in deed from Mrs. Lena Ruffino, et al to Vincent Court, dated September 28, 1943 and recorded in Vol. 114, Page 365 of the Deed Records of Brazos County, Texas. (tracts of 30 acres & 20 acres being in the Ruiz League, and tracts of 40 acres, 30 acres and 5 acres being in the Mathis League)

SEVENTH: 71.5 acres of land, more or less, out of the F. Ruiz League A-48 in Brazos County, Texas, and being described as the first three tracts in deed from Mrs. L. Cangelosi, et al to Vince Court, dated February 27, 1950 and recorded in Vol. 142, Page 599 of the Deed Records of Brazos County, Texas. (said three tracts being 7 acres, 49.5 acres and 15 acres)

SIGNED FOR IDENTIFICATION:

Vince Court
Vince Court

Anthonette Court
Anthonette Court

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 706 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ten (10) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitaton, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the First Bank & Trust ~~xxx~~ at Bryan, Texas 77801, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of $ 706.00, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

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

12. It is understood and agreed that this lease covers oil, gas and sulphur only (including, with oil and gas, all the constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith). Excepted herefrom and reserved to Lessor are coal, lignite, uranium and all other hard or rock minerals, together with any and all minerals that require strip mining or open-pit mining as their means of excavation.

13. Lessee agrees and by acceptance of this lease binds and obligates himself, his heirs and assigns, to backfill all slush pits as soon as practicable after each drilling operation and to restore the premises to the condition same were prior to operations thereon as nearly as is practicable so to do. Lessee shall pay for all damages to growing crops, roads, and fences on said land caused by the operations of Lessee conducted hereunder.

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

Vince Court — Vince Court

Anthonette Court — Anthonette Court

THE STATE OF TEXAS I
I
COUNTY OF BRAZOS I

BEFORE ME, the undersigned authority, on this day personally appeared Vince Court and wife Anthonette Court, known to me to be the person s whose name s ~~is~~ (are) subscribed to the foregoing instrument and acknowledge d to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of June, 1976.

Frank S. LoBarbera

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 23, Page 925 in Oil & Gas Records of said County on file in my office.

ATTEST 2-20-92

Mary Ann Ward, County Clerk
Brazos County, Texas

By Catherine Engelmon, Deputy

Producers 88 (7-69) – Paid Up
With 640 Acres Pooling Provision

TEXAS STANDARD FORM

©POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002 (713) 659-3159

483147

OIL, GAS AND MINERAL LEASE

FEB 14 PM 1:49

THIS AGREEMENT made this 14th day of February, 19 92, between CLARENCE HENRY MALY, and wife, ROSIE LEE MALY

Lessor (whether one or more), whose address is: Route 5, Box 161; Bryan, Texas 77803,
and DYNAMIC PRODUCTION, INC. 2801 Glenda Avenue; Fort Worth, Texas 76117, Lessee, WITNESSETH:

1. Lessor, in consideration of ----------------TEN & OVC---------------- Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of BRAZOS, State of TEXAS, and is described as follows:

1.45 acres, more or less, out of the H. D. Taylor Survey, A-230, and being the same land described in that certain Warranty Deed dated October 31, 1968, from Clarence Henry Maly, et ux, Rosie Lee Maly, to Henry Maly, et ux, Agnes Maly, which Deed is recorded in Volume 273, Page 836 of the Deed Records of Brazos County, Texas.

It is further understood and agreed that Lessee herein shall have no access to the surface of the leased premises described above, but this restriction to non-surface use shall in no way prevent lessee from access to the subsurface by way of horizontal drilling procedures expected to be used in the drilling of a nearby well.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.45 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~ten (10) years~~ 6months from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal ~~one-eighth part of all~~ 1/6 oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such ~~one-eighth part of such~~ 1/6 oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear ~~one-eighth of the cost of treating oil to render it marketable pipe~~ 1/6 line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, ~~one-eighth of the amount realized by lessee, computed at the mouth of~~ 1/6 the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of ~~one-eighth~~ 1/6 of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be ~~deposited in~~ mailed directly to Lessors at Route 5, Box 161; Bryan, Texas ~~77803~~ 77803 ~~Bank~~
~~at~~ ~~which bank and its successors are lessor's agent and shall continue as the depository for all shut-in royalty~~.
If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

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

Clarence Henry Maly SSN# [redacted]
CLARENCE HENRY MALY

Rosie Lee Maly SSN# [redacted]
ROSIE LEE MALY

LESSOR — SS. OR TAX I.D. NO. — LESSOR — SS. OR TAX I.D. NO.

HUSBAND AND WIFE

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 4th day of February, 1992, by CLARENCE MALY, and wife, ROSIE LEE MALY.

Estela Montelongo
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

ESTELA MONTELONGO
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 1-2-96

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by ,
of ,
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS — COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Brazos County, Texas as stamped hereon by me.

FILED

Mary Lou Richard
COUNTY CLERK, Brazos County Texas

Producers 88 (7/69) – Paid Up with 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM
Clarence Maly, and wife,
Rosie Lee Maly

TO
Dynamic Production, Inc.
2801 Glenda Ave, Ft. Worth, Tx. 76112

Dated February 14, 1992
No. Acres 1.45
Brazos County, Texas
Term Six (6) Months

This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the _____ records of this office.

_____ County Clerk
By _____, Deputy

When recorded return to
Dynamic Production, Inc.
2801 Glenda Ave, Ft. Worth, Tx. 76112

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. 1437, Page 325 in Official Records of said County on file in my office.

ATTEST 2-20-92

Mary Ann Ward, County Clerk
Brazos County, Texas

By J. Gilbert, Deputy

FILED
92 FEB 21 PM 2:04
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY Jo Gillar

Producers 88 (7-69) - Paid Up
With 640 Acres Pooling Provision

483502

TEXAS STANDARD FORM

©POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002 (713) 659-3159

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 3rd day of ~~January~~ February 19 92, between First American Bank, Trustee,* and Sheila Habarta, Individually and on behalf of the Estate of A.W. Habarta Estate Beneficiaries (being John T. Habarta, Veronica Habarta Voelker and Lisa Ann Habarta)

First American Bank,

Lessor (whether one or more), whose address is: c/o 1111 Briarcrest Dr., Bryan, Texas 77802, ATTN: Jerry Shook, and Cachara Oil & Gas Co., 1406 Camp Craft, Austin TX 78746, Lessee, WITNESSETH:

1. Lessor, in consideration of **Ten Dollars ($10.00) and other valuable consideration** Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Brazos, State of Texas, and is described as follows:

TRACT 1: 36.65 acres, more or less, out of and a part of the D. Harvey Survey, A–125, Brazos County, Texas, and being the same land as described in that certain Deed dated September 9, 1957, from L.E. Nedbalek, as Receiver, to Johnnie Harbarta, Jr., which Deed appears of record in Volume 184, Page 549 et seq., Deed Records, Brazos County, Texas; and

TRACT 2: 34¼ acres, more or less, also out of and a part of the D. Harvey Survey, A–125, Brazos County, Texas, and being the same land as described in that certain Deed dated November 4, 1961, from James O. Siegert and wife, Bonnie Siegert, to Johnnie Harbarta, Jr., which Deed appears of record in Volume 215, Page 532 et seq., Deed Records, Brazos County, Texas, LESS AND EXCEPT out of said 34¼ acres, that certain 21.511 acres described and included in that certain Unit Designation, executed by T.M. Energy, Inc., dated effective December 3, 1986, recorded in Volume 934, Page 1, which instrument, as amended by Supplemental Unit Designation and Agreement, dated June 22, 1987 and recorded in Volume 996, Page 659, created the T.M. Energy, Inc.–Little River Unit No. 1.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 49.389 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~ten (10) years~~ one (1) year from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal ~~one-eighth~~ 1/4 part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such ~~one-eighth~~ 1/4 part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear ~~one-eighth~~ 1/4 of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, ~~one-eighth~~ 1/4 of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of ~~one-eighth~~ 1/4 of such gas and casinghead gas; ~~(c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar ($1.00) per long ton.~~ If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar ($1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the First American Bank, Bryan, Texas ~~Bank~~ at ----------, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

* First American Bank, Bryan, Texas is a party to this Lease not in its individual or corporate capacity, but in its capacity as Trustee of the John J. Habarta Testamentary Trusts.

...EET, ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS AND SIGNATURES.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

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

LESSOR	SS. OR TAX I.D. NO.
LESSOR	SS. OR TAX I.D. NO.

ACKNOWLEDGEMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

ACKNOWLEDGEMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF
This instrument was acknowledged before me on the day of , 19 ,
by ,
of ,
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

Producers 88 (7/69) – Paid Up
with 640 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Lease

FROM

TO

Dated _____, 19 ____

No. Acres _____

County _____

Term _____

This instrument was filed for record on the _____ day of _____, 19 ____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the _____ records of this office.

_____ County Clerk
By _____, Deputy

When recorded return to
DYNAMIC PRODUCTION, INC.
2801 GLENDA AVE, FT. WORTH, TX 76117

POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3159

ADDENDUM TO OIL, GAS AND MINERAL LEASE

This Addendum is attached hereto and made a part of the Oil, Gas and Mineral Lease dated February ~~January~~ 3rd, 1992 by and between First American Bank, Trustee and Sheila Habarta, individually and on behalf of the Estate of A.W. Habarta Estate Beneficiaries (being John T. Habarta, Veronica Habarta Voelker and Lisa Ann Habarta), (collectively, as Lessor) and Cachara Oil & Gas Co. (as Lessee).

Notwithstanding anything to the contrary contained in the foregoing printed form Oil, Gas and Mineral Lease, it is understood and agreed as follows:

11. Notwithstanding anything contained herein to the contrary, Lessee agrees to install a cattle guard at the primary entrance to any drillsite location at its sole cost and expense. In the event a drillsite is located on the surface of the lands covered by this Lease, then Lessee shall pay Lessor the total sum of $3,000.00 which shall be deemed to constitute payment in full to the Lessor for damage to land and fences. However, Lessee will remain obligated to restore the surface of the land to as near original condition as possible and for performance of Lessee's other obligations and agreements hereunder with respect to the use of the surface of the lands covered by this Lease.

12. Notwithstanding anything contained herein to the contrary, it is understood that any lands not being held by a drilling, producing or shut-in well beyond the primary term of the Lease shall revert back to the Lessor. It is further understood and agreed that, at the end of the primary term, Lessee will relinquish all rights 100 feet below the base of the deepest zone penetrated by any well drilled hereon, or on lands pooled herewith.

13. This Lease covers and includes only oil and/or gas, which for all purposes of this Lease are defined as, and are limited to, oil, gas, casinghead gas and other gaseous substances, distillate, condensates and associated hydrocarbon substances and all by-products of the foregoing and such sulphur as is produced through the well bore, necessarily with an incidental to the production of any of the foregoing. This Lease does not cover any other fissionable materials, iron ore, copper, lignite, coal, gold, platinum, silver or any other minerals of any type, it being understood that this Lease is made for oil and gas purposes only.

14. The royalty to be paid to Lessor on oil, gas, casinghead gas and other minerals covered by this Lease is one-fourth (¼), and wherever the phrase "one-eighth" appears in Paragraph Three (3) of the Lease, the same is amended to read "one-fourth". Lessee shall purchase or market Lessor's oil at a cash price equal to the market value of the day of the sale. The royalties payable to Lessor hereunder shall never be charged with any part of the operation, storing, processing, dehydrating, compressing or transportation expenses. Lessor shall, however, bear its proportionate part of any windfall profits or severance taxes.

15. Lessee shall use only so much of the surface of the leased premises as is reasonably necessary in the conduct of Lessee's operations hereunder. Drill sites, exclusive of roadways, shall be no more than four (4) acres each. The leased premises shall not be used as a storage facility for equipment other than the actual equipment used by Lessee on the herein leased premises, or acreage pooled therewith. After each well has been completed, only production equipment will remain on the drill site of the producing well. The wellsite shall be fenced as in Paragraph 19 herein and shall be maintained, at Lessee's expense, in a neat, clean and appealing manner.

16. Lessor agrees that should a survey of the herein described acreage reveal said acreage to be greater than herein described by referenced deed(s) of record, then this lease shall cover and include any so called additional acreage. Also, this lease covers and includes any strips and gores, easements, rights-of-ways or roads over. upon, across or contiguous to the herein described acreage that are owned by Lessor. In the event additional acreage is found to exist Lessee shall pay to Lessor for such additional acreage the same per acre price and on the same terms and if originally included in this lease. In the event less acreage is found to exist Lessor will reimburse Lessee for any excess acreage on which Lessor has been paid.

17. Lessor hereby warrants and agrees to defend the title to the leased premises and mineral rights under said land by, through and under them and no further, but Lessor's liability

under this warranty shall be expressly limited to a return of the bonus and any royalties actually received by Lessor and applicable to any interest for which title fails under this Lease.

18. This lease only covers 49.389 acres of land and does not cover any adjoining or adjacent lands even if such lands are contiguous to the lands described herein, except as provided in Paragraph 16, above.

19. Lessee agrees not to store any salt water in earthen pits on said lands and not to allow any oil or other mineral covered by and included in this lease and produced hereunder, any salt water, waste material or deleterious substances such as drilling fluids, acids, and cements, to flow over the surface of the leased premises and not to allow the same to run or flow down any draws, drains, creeks, gullies, ditches or ravines on the leased premises or onto adjacent properties. Lessee shall construct such temporary retaining or disposal pits on the leased premises as shall be necessary to confine and dispose of such substance or substances in such disposal pits. Lessee shall temporarily retain drilling muds and/or fluids in earthen pits of such volume as will retain the surface of the fluids at least two (2) feet below the top of the pit wall. All deleterious substances, drilling fluids, waste material and salt water shall be removed from the leased premises within one hundred twenty (120) days following completion or abandonment of any well. Upon removal of all materials from the leased premises, all temporary retaining pits shall be cleaned, deacidized or limed as may be required to restore the soil in the pit sides and bottom to a pH between 6.5 and 7.5, and the pit shall then be backfilled with soil similar to that originally excavated and compacted in layers not exceeding twelve (12) inches loose thickness, to a density equivalent to that of the adjacent undisturbed soils. The ground surface shall be restored to the same elevations as existed prior to construction such pits, unless otherwise permitted by Lessor. Topsoil, fertilizer and grass shall be reestablished on the restored area. Lessee shall erect and maintain a barbed wire fence, around all drilling sites and open pits, capable of turning livestock.

20. Lessee shall not have the right to make any use of the leased premises in connection with operations upon any land other than the leased premises or land pooled with the leased premises. In particular, but without limitation, Lessee may not use the leased premises as a means of ingress to or egress from any adjoining property. Lessor and Lessor's agents, employees and contractors shall at all times have the right to utilize any roads constructed by Lessee on the leased premises; provided such use shall not unreasonably interfere with Lessor's operations on the leased premises.

21. After the conclusion of the primary term of this lease, if a gas well or wells on the leased premises, or on lands with which Lessee has pooled all or a part of the leased premises, is shut-in, Lessee shall tender to the depository bank of the Lessor, a sum equal to twenty-five dollars ($25.00) per net mineral acre for each acre within the unit. This payment will be payable on each anniversary date of this lease, if production has not commenced.

22. Lessee shall initiate payment of royalties under this lease within ninety (90) days following commencement of deliveries of oil and gas produced from the leased premises. If not paid within said ninety (90) days, royalties shall be deemed to be delinquent. Unless the failure of Lessee to timely commence royalty payments as provided herein is due to a legitimate title problem, the delay of royalty owners in executing and returning to Lessee appropriate title curative instruments (but not division orders whose contents alter, amend or add to this lease agreement), or some other circumstances reasonably beyond the control of Lessee, Lessee shall pay interest on the amount of delinquent royalty at the rate of eighteen percent (18%) per annum, or the highest interest rate permitted by law, whichever is lesser, calculated from ninety (90) days following the commencement of deliveries of oil or gas and continuing until the date that the payment of royalties is initiated by Lessee. After royalty payments commence, royalty payments will be paid on a monthly basis, subject to the previously described interest penalty for delays of payment. In the event title problems are shown to exist which necessitate curative, royalty payment shall be suspended only to the extent that they are adversely affected by such title problem or dispute. Division orders that alter, add to, or amend any provision or language in this lease shall not be used as a basis for suspending royalty payments, and any payments suspended for such reason shall accrue interest as provided above.

23. Lessee agrees to notify Lessor in writing if Lessee should assign this lease, giving the Lessor the name and address of such assignee.

24. Notwithstanding any other provision in this Lease, it is expressly understood and agreed that, after the primary term, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalty for any one period in excess of eighteen (18) months, but this right to maintain this Lease for such period of time shall be a recurring right and may be exercised at any time and from time to time whenever Lessee finds it necessary or expedient to shut-in such well or wells.

25. At the expiration of the primary term of this Lease, the land herein which is not included in a proration unit formed around (i) a well then being drilled, (ii) an oil well then producing or being worked on, or (iii) a gas well then producing, being worked on or shut-in, shall be released from this Lease by Lessee.

26. Lessee shall only be able to construct and lay pipe lines for transporting minerals produced from well or wells located on the herein leased premises or upon acreage pooled therewith, and no other pipe lines shall be constructed by Lessee hereunder without the expressed written consent of Lessor. Lessee may lay temporary pipe lines and utility lines associated with said well(s) upon, over and across the surface of the herein leased premises, but only in a manner so as not to unreasonably interfere with the planting, irrigation, growing and harvesting of crops; utility lines shall not be run overhead. Lessee's permanent pipe lines and utility lines associated with said well(s) shall be buried below ordinary plow depth.

27. Unless Lessor shall have given prior written consent to the contrary, none of the leased premises shall ever be included within a unit for oil, a unit for gas, or a unit for oil and gas by Lessee, its successors and assigns wherein, as to each and every producing horizon, strata, zone or formation, Lessor, its successors or assigns, do not share in the production of oil and gas from the date of first production from the well to the date that production ceases to maintain this lease in force and effect.

28. If Lessee exercises its right to pool as provided herein, and less than all of the surface acreage covered by this lease is placed in any pooled unit or pooled units, then production, drilling or reworking operations on any such unit in which such acreage is pooled shall be treated as production, drilling or reworking operations only on the acreage covered by this lease and placed in such pooled unit or pooled units and shall not be considered as production, drilling or reworking operations on any acreage covered by this lease and not placed in such a pooled unit or pooled units.

29. All operations upon the premises shall be conducted in such a manner as will not cause unreasonable damage and defacement under the circumstances and in a manner which will avoid pollution of the surface estate and adjacent lands and will not damage or interfere with the drainage or irrigation systems of the surface estate or adjoining lands.

30. Neither Lessee nor any of the employees of the Lessee shall ever have any hunting right to or on the above described land nor the right to take any firearm or firearms thereon, nor the right to take, place or maintain any cattle or other livestock on said land. In using the gates and other entrances to, as well as those in all fences on, said land, Lessee and Lessee's employees shall keep them closed and shall not permit any cattle or livestock to get into or to escape from lands owned by Lessor.

31. With respect to any exploratory operations conducted or engaged in under this lease in which explosives of any type or kinds are used, all shot holes shall be spaced and kept at sufficient distance from Lessor's water wells on said land so as not to damage or injure such wells. In the event any such water well is damaged or injured by such explosives or the use thereof, Lessee agrees, at Lessee's own cost and expense, to repair any such water well or to drill and equip a new water well or water wells in lieu of any so damaged. If any explosives are so used and any water well or water wells of Lessor shall cease to produce water or shall produce salt water or show damage or injury thereto within six months after any explosive or explosives are detonated in such exploratory operations, it shall be a rebuttable presumption that such water well or water wells were damaged and injured by such explosives and Lessee shall repair or replace such water well or water wells as herein provided. All shot holes shall be promptly backfilled with cement grout and covered by Lessee and the surface of the land shall be restored to substantially the same condition as it was in before the commencement of such exploratory operations.

32. Within 45 days after the end of each drilling operation, and weather permitting, the Lessee shall proceed with reasonable diligence to restore the surface of the herein leased premises to as near its original condition as practicable, and shall pay the surface owner in full for all damages to existing water wells, irrigation lines, crops, livestock or improvements situated on the herein leased premises caused by Lessee's operations hereunder.

33. The foregoing typewritten agreement and provisions shall supersede and govern the provisions in the printed text of this Lease wherever such printed form is in conflict and shall inure to the benefits of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

Signed for Identification

LESSOR:

FIRST AMERICAN BANK, Bryan, Texas,
not in its individual or corporate
capacity, but as Trustee of the
John J. Habarta Testamentary Trusts

By: David J. Tucker
David J. Tucker

Taxpayer Id. No. [redacted]

Sheila Habarta
SHEILA HABARTA, Individually and on
behalf of the Estate of A.W. Habarta
Estate Beneficiaries (being John T.
Habarta, Veronica Habarta Voelker
and Lisa Ann Habarta)

Taxpayer Id. No. [redacted]

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 3rd day of February, 1992, by David J. Tucker, Assis. Vice President of FIRST AMERICAN BANK, Bryan, Texas, not in its individual or corporate capacity, but as Trustee of the John J. Habarta Testamentary Trusts.

KAREN S. ROBINSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-21-94

Karen S. Robinson
NOTARY PUBLIC, STATE OF TEXAS
Printed Name of Notary:
Karen S. Robinson
My Commission Expires: 6-21-94

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 3rd day of February, 1992, by SHEILA HABARTA, Individually and on behalf of the Estate of A.W. Habarta Estate Beneficiaries (being John T. Habarta, Veronica Habarta Voelker and Lisa Ann Habarta).

Karen S. Robinson
NOTARY PUBLIC, STATE OF TEXAS
Printed Name of Notary: Karen S. Robinson
My Commission Expires: 6-21-94

KAREN S. ROBINSON
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-21-94

(11) DM-94873 (3)

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Mary Ann Ward, County Clerk of Brazos County, Texas do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in Vol. ____, Page ____ in Official Records of said County on file in my office.

ATTEST 2-21-92

Mary Ann Ward, County Clerk
Brazos County, Texas

Catherine Englemann Deputy

COUNTY COURT OF BRAZOS COUNTY, TEXAS

Unit # 2098

DO NOT DESTROY

GLO-36-10-84 -MEMO- 1751252325 3

Operator Dynamic Production, Inc.

Unit Name J. Anthony Unit No. 1-H

County Brazos

Effective Date 4-27-92 (03)

Unitized for: Oil ___ Gas ___ Oil & Gas ___

1. M.F. No. 94873

Area _____ Tr. _____

Sec. ___ Blk. A-125 (A-230) Survey H.D. Taylor + D. Harvey

4.931 / 150.431 = .032779 x 1/4 = .25 D. 8194 = .008194 %

2. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x ___ . _____ %

3. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x ___ . _____ %

4. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x ___ . _____ %

REMARKS:

48991

DECLARATION OF POOLED UNIT
DYNAMIC PRODUCTION, INC.
J. ANTHONY UNIT NO. 1-H
M-94873

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Karen McGreen

THIS INSTRUMENT is executed for the purposes of conservation and utilization of the pooled minerals, to prevent waste, to facilitate orderly development, to preserve correlative rights, and to effect equitable participation within the unit formed hereby. The pooled unit shall consist of the lands and depths described in the attached Exhibits "A", "B" and "C" (these lands and depths will be referred to as "the unit"), and the oil and gas leases and other interests, if any, which are included in the unit are also listed in Exhibit "A". The minerals pooled and unitized hereby shall be oil, and substances produced from an oil well, as defined and designated by the Texas Railroad Commission. The unit created by this instrument shall be subject to the following terms and conditions:

1. Pooling and Effect: The undersigned parties do hereby commit all of their interests which are within the unit, including all interests which it has the power to pool, and unitize the separate tracts which are included in the tract described on the attached Exhibit "B". Such pooling or unitization shall have the following effect:

a) The unit shall be operated as an entirety for the exploration, development and production of the pooled minerals, rather than as separate tracts.

b) All drilling operations, reworking or other operations with respect to the pooled mineral in the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells.

c) Production of the pooled minerals from the unit allocated to each separate tract, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells.

d) All rights to the production of the pooled minerals from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, based upon the production so allocated to such tract only, and in lieu of the actual production of the pooled minerals therefrom.

e) There shall be no obligation to drill internal offsets to any well on separate tracts within the unit, nor to develop the tracts separately, as to the pooled minerals.

f) Should this agreement terminate for any cause, in whole or in part, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this agreement.

2. Allocation of Production: For the purposes of computing the share of production of the pooled minerals to which each owner shall be entitled from the unit, there shall be allocated to each tract committed to the unit that pro rata portion of the pooled minerals produced from the unit that the number of surface acres from each tract included in the unit bears to the total number of surface acres included in the unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production allocated in each tract.

3. Effective Date: This agreement shall become effective when fully executed, or from the date production of any of the pooled minerals is first obtained, whichever date is sooner.

4. Term: This agreement shall remain in effect so long as any of the pooled minerals are being produced from the unit, or so long as drilling or reworking operations are being prosecuted thereon with no more than ninety (90) days between cessation of either of them, or so long as all existing leases covering the pooled minerals are maintained in force insofar as they are included in the unit.

5. Dissolution: The unit may be dissolved by an instrument filed for record in the county where the land is located, at any time after the cessation of production on the unit or the completion of a dry hole thereon prior to production.

6. Compliance with Leases: If any of the leases described in Exhibit "A", or amendments thereof, contain a pooling provision which requires the filing of a designation or declaration instrument in order to effectuate pooling, the filing of this instrument in the records of the county in which the leased land is located shall constitute the designation or declaration provided for in such lease.

EXECUTED this 27th day of April, 1992.

DYNAMIC PRODUCTION, INC.

By: _____
John D. Harvison
Vice-President

CACHARA OIL & GAS CO.

By: _____
C. E. Graham, Jr.
President

PRODUCERS ENGINEERING COMPANY, INC.

By: _____
Frederick P. Dwight
President

AUSTIN RESOURCES CORPORATION

By: _____
Anthony T. Constantino
President

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 27th day of April, 1992 by John D. Harvison, Vice-President, on behalf of DYNAMIC PRODUCTION, INC., a Texas Corporation.

Noma E. Woodall, Notary Public
In and for the State of Texas
Commission Expires 11-13-95

Noma E. Woodall
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of April, 1992 by C. E. GRAHAM, JR., President, on behalf of CACHARA OIL & GAS CO., a Texas Corporation.

Kimberly Engstrom
Notary Public in and for
the State of Texas

KIMBERLY ENGSTROM
MY COMMISSION EXPIRES
December 10, 1995

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of April, 1992 by Frederick P. Dwight, President, on behalf of PRODUCERS ENGINEERING COMPANY, INC., a Texas Corporation.

LORI R. GREER
Notary Public, State of Texas
My Commission Expires 5/2/94

Lori R. Greer
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd day of April, 1992 by Anthony T. Constantino, President, on behalf of AUSTIN RESOURCES CORPORATION, a Texas Corporation.

LORI R. GREER
Notary Public, State of Texas
My Commission Expires 5/2/94

Lori R. Greer
Notary Public in and for
the State of Texas

After Recording Return To:

Dynamic Production, Inc.
2801 Glenda Ave.
Fort Worth, Texas 76117

EXHIBIT "A"
(To Declaration of Pooled Unit,
J. Anthony Unit, Brazos County, Texas)

OIL AND GAS LEASES INCLUDED IN UNIT:

LEASE A.
LESSOR: Vince Court (also known as Vincent Court) and wife Anthonette Court
LESSEE: William C. Haverlah
DATED: June 23, 1976
RECORDED: Volume 23, Page 225, Oil and Gas Lease Records of Brazos County, Texas.

LEASE B.
LESSOR: First American Bank, Trustee, and Sheila Habarta, Individually and on behalf of the Estate of A.W. Habarta Estate Beneficiaries (being John T. Habarta, Veronica Habarta Voelker and Lisa Ann Habarta)
LESSEE: Cachara Oil & Gas Co.
DATED: February 3, 1992, and amended May 5, 1992
RECORDED: Volume 1431, Page 219 (Lease), File No. 489908 (Amendment), Oil and Gas Lease Records of Brazos County, Texas.

LEASE C.
LESSOR: Clarence Henry Maly and wife, Rosie Lee Maly
LESSEE: Dynamic Production, Inc.
DATED: February 14, 1992
RECORDED: Volume 1427, Page 325, Oil and Gas Lease Records of Brazos County, Texas.

LEASE D.
LESSOR: Commissioner of the General Land Office of the State of Texas
LESSEE: Dynamic Production, Inc.
DATED: March 17, 1992
RECORDED: Volume 1452, Page 54, Oil and Gas Lease Records of Brazos County, Texas.

LAND AND DEPTHS INCLUDED IN UNIT:

INSOFAR AND ONLY INSOFAR as the above described four (4) Oil and Gas Leases cover and pertain to lands situated within the exterior boundry lines of the 150.431 acre "J. Anthony Unit", as further described by metes and bounds on Exhibit "B", and as reflected on the plat attached as Exhibit "C" hereto, LIMITED TO AND INCLUDING ONLY the Austin Chalk Formation, or its stratigraphic equivalent, as found on the Dual Induction log for the Producers Engineering Company - J. Anthony No. 1 well (RRC No. 19228) in the subsurface interval from 7282' to 7494' TVD.

UNIT PARTICIPATION TABLE:

TRACT[1]	LEASE[2]	UNIT ACRES
1.	A. (Vince Court)	60.5910
2.	B. (First American)	36.8840
3.	B. (J. Habarta)	46.5790
4.	C. (Clarence Maly)	1.4460
5.	D. (State of Texas)	4.9310
	TOTAL UNIT ACRES	150.4310

FOOTNOTES (to Unit Participation Table):
1. Reference "Tract" Numbers on Plat (Exhibit "C").
2. Reference List of Leases (Exhibit "A").

EXHIBIT "B"

Louis Knox & Associates
SURVEYORS
P.O. DRAWER 539 409-542-5519
OFFICE: 251 EAST HEMPSTEAD
GIDDINGS, TEXAS 78942

W. O. 5840

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

DYNAMIC PRODUCTION, INC.
NO. 1-H ANTHONY
150.431 ACRE UNIT

UNIT DESCRIPTION

All that certain tract or parcel of land lying and being situated in Brazos County, Texas, and being partly in the H. D. Taylor Survey, Abstract 230, and partly in the D. Harvey Survey, Abstract 125, and embracing all or portions thereof of the following described tracts;

1. A tract of land in the H. D. Taylor Survey, as described in a deed of trust dated December 11, 1981, from Vince Court and wife, Anthonette Court to Reagan V. Brown, Trustee, of record in Volume 503, Page 394, et seq., of the deed records of said County,

2. A tract of land in the D. Harvey Survey, as described in a deed dated September 21, 1957, from L. E. Nedbalak, Receiver, to Johnnie Habarta, Jr., of record in Volume 184, Page 549, et seq., of the deed records of said County,

3. (A) A tract of land in the D. Harvey Survey, as described in a deed dated November 4, 1961, from James O. Siegart, et ux, to Johnnie Habarta, Jr., of record in Volume 215, Page 352, et seq., of the deed records of said County,

3. (B) A tract of land in the D. Harvey Survey, as described in a deed dated January 23, 1961, from Frank Krc, to Johnnie Habarta, Jr., of record in Volume 209, Page 532, et seq., of the deed records of said County,

4. A tract of land in the H. D. Taylor Survey, as described in a deed dated October 31, 1968, from Clarence Maly, and wife, Rosie Lee Maly, to Henry Maly and wife, Agnes Maly, of record in Volume 273, Page 836, et seq., of the deed records of said County,

5. A tract of land that is partly in the H. D. Taylor Survey and partly in the D. Harvey Survey as described in a deed dated November 16, 1943, and of record in Volume 115, Page 20, et seq., of the deed records of Brazos County, from Tom Maly and wife, Karolina Maly, to the State of Texas, conveying Right-of-way to the Old San Antonio Road (OSR), said being more fully described by metes and bounds in one tract as follows;

BEGINNING at a point in the Southeast line of the H. D. Taylor Survey at the most Southerly corner of said Court tract for the most Southerly corner of the unit herein described;

THENCE with the Southwest line of said Court tract, North 47°59'47" West 1,219.80 feet to a point in said line at the East corner of said Maly tract for a re-entrant corner of the unit herein described;

THENCE with the Southeast line of said Maly tract, South 38°04'53" West 173.38 feet to a steel pin and corner post found at the South corner of same;

THENCE North 35°33'07" West 93.86 feet to an angle point:

Louis Knox & Associates
SURVEYORS
P.O. DRAWER 539 409-542-5519
OFFICE: 251 EAST HEMPSTEAD
GIDDINGS, TEXAS 78942

THENCE North 47°29'07" West 194.69 feet to a point in the East Right-of-way line of the Old San Antonio Road (OSR) for the West corner of said Maly tract;

THENCE severing said Right-of-way of the OSR, North 68°18'04" West 136.87 feet to a point in the West Right-of-way line of same and South corner of the Johnnie Habarta, Jr., tract of record in Volume 184, Page 549, of the deed records of said County;

THENCE with the Southwest line of said last named tract, North 47°49'49" West 1,928.05 feet to a point in the center of the Little Brazos River for the West corner of said last named tract and a re-entrant corner of the unit herein described;

THENCE down stream with the approximate center of the Little Brazos River the following courses

1. South 30°36'12" West 354.37 feet,
2. South 15°29'43" West 239.29 feet,
3. South 40°14'38" West 338.07 feet, and
4. South 56°21'26" West 34.32 feet,

to a point at the South corner of said tract for a Southwest corner of the premises herein described;

THENCE departing from said Little Brazos River, North 31°42'08" West 811.33 feet to a point for a re-entrant corner of the unit herein described;

THENCE South 58°18'16" West 1,169.44 feet to a point in the Southwest line of the Johnnie Habarta, Jr. tract and being the first tract described in a deed from Johnnie Habarta, Jr., to A. W. Habarta, and wife, Shelia Habarta, of record in Volume 709, Page 313, of the real property records of Brazos County, Texas for the most Westerly Southwest corner of the premise herein described;

THENCE with the Southwest line of said last named tract, North 31°42'08" West 460.24 feet to a point in same for the most Westerly corner of the unit herein described;

THENCE severing said tract and along the Southeast margin of a 2.000 acre tract, North 58°18'16" East 1,169.44 feet to a point in the Northeast line of said tract for a re-entrant corner hereof;

THENCE North 31°42'08" West 74.50 feet to a point in the Northwest line of the D. Harvey Survey for a Northwesterly corner of the unit herein described;

THENCE with said league line, North 58°18'16" East 1,799.41 feet to a point at the intersection of said survey line with the center of the Little Brazos River and being the North corner of the Johnnie Habarta, Jr., 34-1/4 acre tract, described as second tract in a deed from Johnnie Habarta, Jr., to A. W. Habarta of record in Volume 709, Page 313, et seq., of the deed records of Brazos County, Texas, and the most Northerly corner of the unit herein described;

Louis Knox & Associates
SURVEYORS
P.O. DRAWER 539 409-542-5519
OFFICE: 251 EAST HEMPSTEAD
GIDDINGS, TEXAS 78942

THENCE down stream, in the center of said Little Brazos River, South 10°53'40" West 500.37 feet and South 05°24'40" East 44.58 feet to a point in the center of said Little Brazos River at the North corner of the tract described in a deed to Johnnie Habarta, Jr., of record in Volume 184, Page 549, et seq., of the deed records of said County;

THENCE with the Northeast line of said last named tract, South 77°20'16" East at 1,267.77 feet to the East corner of said Habarta tract in the West Right-of-way line of OSR and continuing on the same course across the OSR a total distance of 1,388.23 feet to a point in the East Right-of-way line of said OSR for a re-entrant corner of the unit herein described;

THENCE with said Right-of-way, North 18°05'42" East 33.96 feet to a steel pin found at a corner post for the North corner of said Court tract for a Northeasterly corner of the unit herein described;

THENCE with the Northeast line of said Court tract, South 45°33'41" East 2,706.89 feet to a steel pin and corner post found at the East corner of same in the Southeast line of said Taylor Survey for the most Easterly corner of the unit herein described;

THENCE with said Survey line and Southeast line of said Court tract, South 43°42'33" West 1,117.36 feet to the PLACE OF BEGINNING and containing 150.431 acres of land, of which 60.591 acres of said Court tract are subject to said unit, 36.884 acres of said Habarta and/or First American Bank tract are subject to said unit, 46.579 acres of said J. Habarta, Jr., tracts are subject to said unit, 1.446 of said C. Maly tract are subject to said unit, and 4.931 acres of Right-of-way of OSR (State of Texas) are subject to said unit.

ALL BEARINGS ARE BASED ON TRUE NORTH AS DETERMINED BY SOLAR OBSERVATION TAKEN IN JANUARY 1992.

Prepared from a survey completed in February 1992, and certified to be correct.

Date of Signature, April 23, 1992.

STATE OF TEXAS
REGISTERED
LOUIS KNOX
875
PROFESSIONAL
LAND SURVEYOR

LOUIS KNOX AND ASSOCIATES SURVEYORS

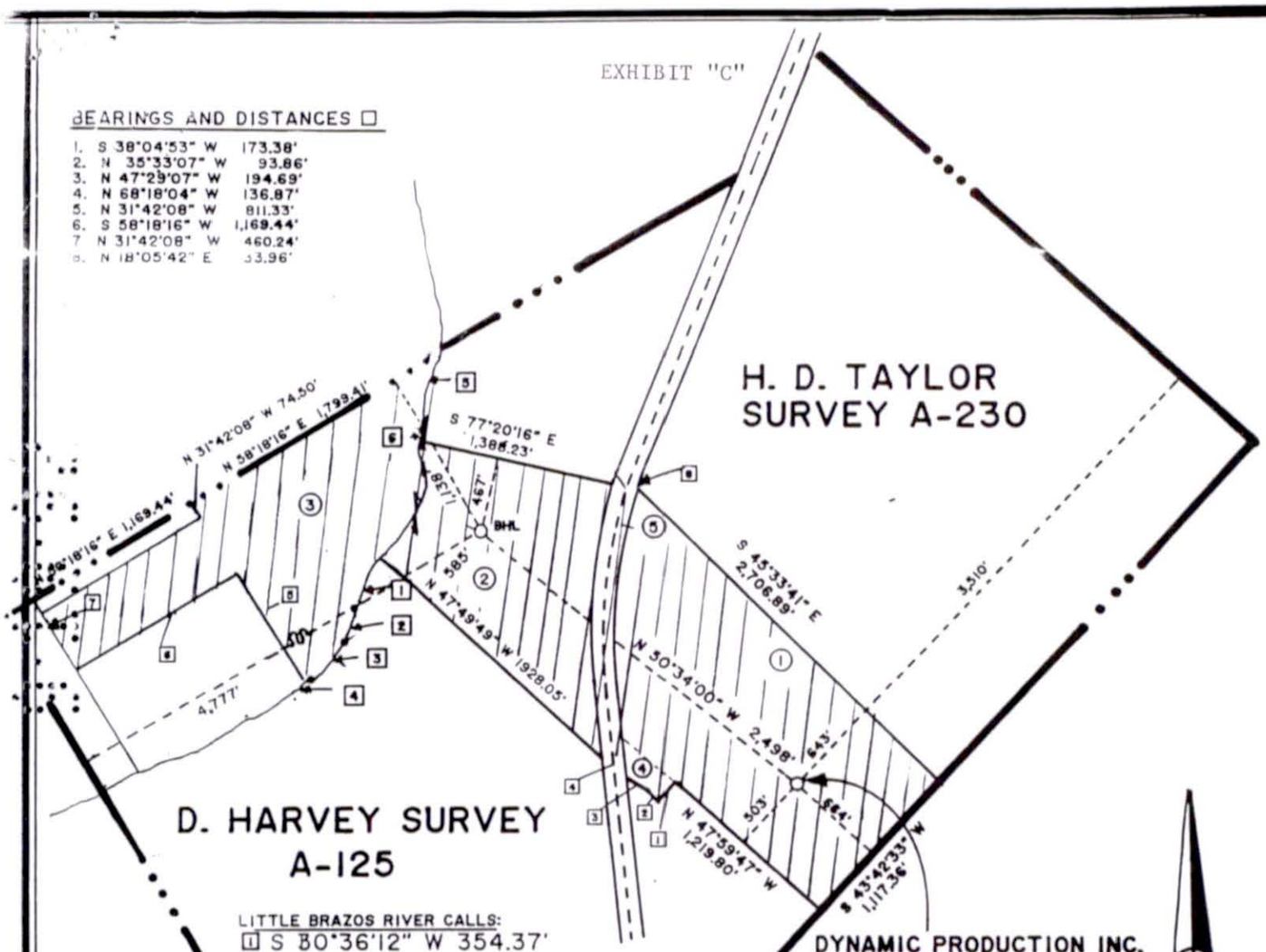
Louis Knox

LOUIS KNOX
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 875.

EXHIBIT "C"

BEARINGS AND DISTANCES

1. S 38°04'53" W 173.38'
2. N 35°33'07" W 93.86'
3. N 47°29'07" W 194.69'
4. N 68°18'04" W 136.87'
5. N 31°42'08" W 811.33'
6. S 58°18'16" W 1,169.44'
7. N 31°42'08" W 460.24'
8. N 18°05'42" E 53.96'



LITTLE BRAZOS RIVER CALLS:

1. S 80°36'12" W 354.37'
2. S 15°29'43" W 239.29'
3. S 40°14'38" W 338.07'
4. S 56°21'26" W 34.32'
5. S 10°53'40 W 500.37'
6. S 05°24'40 E 44.58'

DYNAMIC PRODUCTION INC.
ANTHONY UNIT NO. 1-H
ELEV. 264'
150.431 ACRE UNIT

Scale 1" = 1,000'

ACREAGE SUBJECT TO UNIT :

1.	V. COURT	- 60.591 ACRES
2.	FIRST AMERICAN BANK	- 36.884 ACRES
3.	J. HABARTA	- 46.579 ACRES
4.	C. MALY	- 1.446 ACRES
5.	STATE OF TEXAS	- 4.931 ACRES
		150.431 ACRES

SURFACE LOCATION :
643 FEET FROM THE NORTHEAST LINE OF THE UNIT AND LEASE. 3,510 FEET FROM THE NORTHEAST LINE OF THE SURVEY. 664 FEET FROM THE SOUTHEAST LINE OF THE UNIT, LEASE AND SURVEY. 503 FEET FROM THE SOUTHWEST LINE OF THE UNIT AND LEASE.

BOTTOM HOLE LOCATION :
467 FEET FROM THE NORTHEAST LINE OF LEASE & UNIT. 1,138 FEET FROM NORTHWEST LINE OF SURVEY, LEASE & UNIT. 4,777 FEET FROM SOUTHWEST LINE OF SURVEY AND 585 FEET FROM UPPER SOUTHWEST LINE OF LEASE & UNIT.

APPROXIMATELY 6.2 MILES SOUTHWEST OF BRYAN, TEXAS.

STATE OF TEXAS)
COUNTY OF BRAZOS)

I, LOUIS KNOX, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT SHOWING THE DYNAMIC PRODUCTION, INC., ANTHONY NO. 1-H, SITUATED IN THE H. D. TAYLOR SURVEY, A-230, AND THE D. HARVEY SURVEY A-125, BRAZOS COUNTY, TEXAS, WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS CERTIFIED TO BE CORRECT.

DATE OF SIGNATURE, FEBRUARY 18, 1992.

LOUIS KNOX AND ASSOCIATES, SURVEYORS
P. O. BOX 539
GIDDINGS, TEXAS 78942

Louis Knox
LOUIS KNOX
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 875.

STATE OF TEXAS
REGISTERED
LOUIS KNOX
875
PROFESSIONAL
LAND SURVEYOR

VOL 1493 PAGE 230

W.O. 5840 *REVISED AND CORRECTED 13 MARCH 1992.* *REVISED 14 APRIL 1992*

#12
Designation of
Pooled Unit
M-94873
9-23-92

9-19-95

NOT TO BE RETURNED
THIS COPY FOR
YOUR RECORDS

M-94873

DIVISION ORDER

DYNAMIC PRODUCTION, INC. *(Payor)*
2801 GLENDA AVENUE
FORT WORTH, TEXAS 76117

June 11, 1992

LEASE NO. **20897-002**

The undersigned, and each of them, guarantee and warrant that they are the legal owners of their respective interests, in the proportions hereinafter stated, in the gas and/or oil produced and saved from the **J. ANTHONY UNIT NO. 1-H** located in **BRAZOS** County, State of **TEXAS**, described as:

SEE EXHIBIT "A" ATTACHED HERETO

Effective with runs beginning **DATE OF FIRST PRODUCTION**, and until further written notice, you are authorized for your own account, to receive such gas and/or oil into your possession or the possession of any person or corporation designated by you, the gas and/or oil so received to be run and measured in accordance with customary pipe line rules and regulations, giving credit as follows:

CREDIT TO 18017	DIVISION OF INTEREST	MAILING ADDRESS
State of Texas	**(ROYALTY INTEREST)** **0.00819479***	**Stephen F. Austin Bldg.** **1700 N. Congress** **Austin, TX 78701**

* .25000000 x 4.931/150.431

In making settlements for the interest of the undersigned in the proceeds from the sale of gas, you are authorized to use the market value at the wells for the gas sold or used off the property or the net proceeds received by you at the wells when the gas is sold at the wells. You are authorized to make a fair and reasonable charge for gathering and making merchantable the undersigned's share in the gas sold off the property, said charge to be shown as a proper deduction from the gross amount to determine the market value at the well currently payable as royalty.

The oil run hereunder shall, on the terms herein stated, become your property immediately upon being received into your possession or the possession of your designated nominee; and you agree to pay all parties pursuant to the division of interest herein indicated, at the posted per barrel (42 gallons) field price for similar crude prevailing for the field where produced on the date of each respective run, or, if the oil is purchased by a nominee, the price to be paid shall be the same price received from such nominee, and in the absence of a pipeline connection, all prices are subject to deduction of barging or trucking costs and the applicable transportation tax thereon, settlements and payments to be made monthly by your check or draft mailed to the respective persons interested to the addresses given herein, provided, however, that you may, at your option, hold without interest and remit annually for the aggregate of twelve months' accumulation of monthly accruals of amounts less than $25.00.

Each of the undersigned hereby (1) warrants and guarantees the title to the oil and the interests in net proceeds from sale of oil or gas sold, credited to him according to the division of interest herein indicated and (2) in case of an adverse claim or claims to the oil run to his credit, or his interest in the net proceeds from the sale of the gas sold, or used off the property, or any part thereof, or to the property from which the oil run to his credit, or the gas sold, or used off the property, is produced, agrees to furnish indemnity satisfactory to you against all adverse claims and hereby authorizes you to retain all proceeds accruing to the undersigned without any obligation to pay interest on the amount so withheld until the required indemnity shall have been furnished or until the dispute as to the ownership of the production involved is settled. Dynamic Production, Inc., Operator, is hereby relieved of any responsibility for determining when any of the interests herein set forth shall revert to other parties as a result of the completion of discharge of money or other payments from said interests. It is understood that any vendee or assignee of any interest in said property or the production thereof, shall take subject to the terms hereof and Payor shall not be bound by any sale or assignment of any interest in said property until the first day of the month that begins after the 30th day after the date written notice thereof has been furnished by the undersigned in the form of a recorded copy of the instrument by which said sale or assignment was made.

As a matter of accommodation to the undersigned, you are hereby authorized to deduct and to pay to the proper taxing authorities, all production and severance taxes required to be paid applicable to the respective interest of the undersigned in the oil and/or gas produced from the above described lands.

The word "GAS" as used herein is hereby declared to include all gaseous substances including oil well gas (casinghead gas) purchased hereunder, and the word "OIL" as used herein is hereby declared to include all liquid hydrocarbons purchased hereunder.

The undersigned hereby expressly ratify and confirm the division of interest as herein set forth as well as the oil, gas and mineral lease or leases, pursuant to which oil and gas from the property is being produced and sold, any amendments and supplements to such lease or leases including any designations, declarations or agreements creating the unit including the above described property, if such be the case.

The provisions hereof shall be binding upon and inure to the benefit of all parties who execute this instrument, their heirs, successors, and assigns, whether or not all owners listed above execute same, and no subsequent change of ownership from that set out above, however accomplished, shall have any effect to change the binding force of the agreements herein made with reference to said lease or leases or the said instrument creating said unit, as the case may be. A counterpart hereof may be executed by any party or parties, and all counterparts so executed shall be considered as one original instrument. 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.

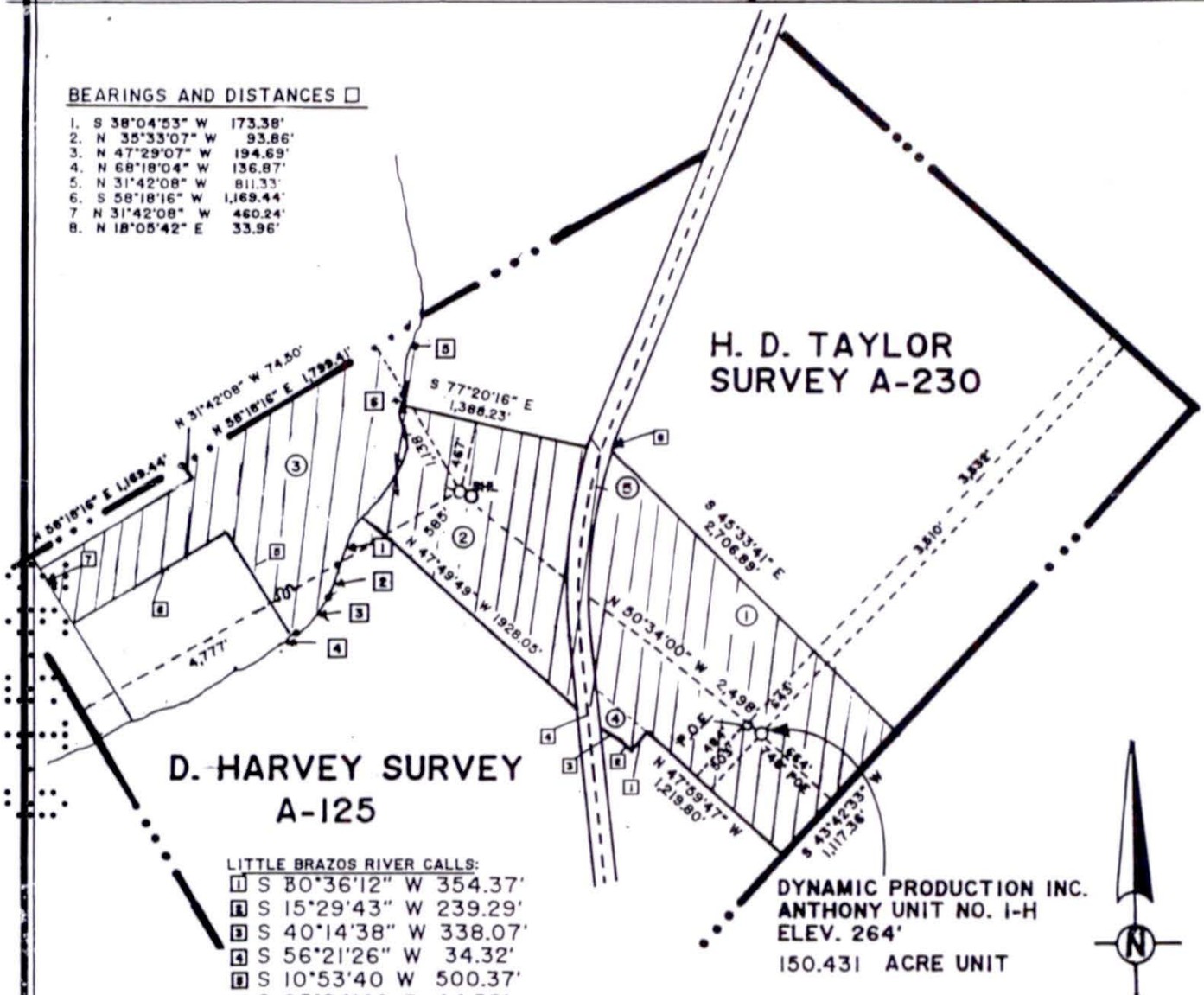
WITNESS/ATTEST:	OWNERS SIGN BELOW:	SOCIAL SECURITY OR FEDERAL I.D. NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
DATE

IMPORTANT: TO AVOID DELAY IN PAYMENT, CHECK YOUR ADDRESS AS SHOWN AND ENTER YOUR CORRECT SOCIAL SECURITY OR TAX I.D. NUMBER ABOVE. FAILURE TO FURNISH YOUR SOCIAL SECURITY/TAX I.D. NUMBER WILL RESULT IN A 20 PERCENT WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW, AND ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR.

BEARINGS AND DISTANCES

1. S 38°04'53" W 173.38'
2. N 35°33'07" W 93.86'
3. N 47°29'07" W 194.69'
4. N 68°18'04" W 136.87'
5. N 31°42'08" W 811.33'
6. S 58°18'16" W 1,169.44'
7. N 31°42'08" W 460.24'
8. N 18°05'42" E 33.96'



LITTLE BRAZOS RIVER CALLS:

1. S 80°36'12" W 354.37'
2. S 15°29'43" W 239.29'
3. S 40°14'38" W 338.07'
4. S 56°21'26" W 34.32'
5. S 10°53'40 W 500.37'
6. S 05°24'40 E 44.58'

DYNAMIC PRODUCTION INC.
ANTHONY UNIT NO. 1-H
ELEV. 264'
150.431 ACRE UNIT

Scale 1" = 1,000'

ACREAGE SUBJECT TO UNIT :

1.	V. COURT	- 60.591 ACRES
2.	FIRST AMERICAN BANK	- 36.884 ACRES
3.	J. HABARTA	- 46.579 ACRES
4.	C. MALY	- 1.446 ACRES
5.	STATE OF TEXAS	- 4.931 ACRES
		150.431 ACRES

SURFACE LOCATION :
643 FEET FROM THE NORTHEAST LINE OF THE UNIT AND LEASE. 3,510 FEET FROM THE NORTHEAST LINE OF THE SURVEY. 664 FEET FROM THE SOUTHEAST LINE OF THE UNIT, LEASE AND SURVEY. 503 FEET FROM THE SOUTHWEST LINE OF THE UNIT AND LEASE.

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467 FEET FROM THE NORTHEAST LINE OF LEASE & UNIT. 1,138 FEET FROM NORTHWEST LINE OF SURVEY, LEASE & UNIT. 4,777 FEET FROM SOUTHWEST LINE OF SURVEY AND 585 FEET FROM UPPER SOUTHWEST LINE OF LEASE & UNIT.

APPROXIMATELY 6.2 MILES SOUTHWEST OF BRYAN, TEXAS.

STATE OF TEXAS)
COUNTY OF BRAZOS)

I, LOUIS KNOX, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT SHOWING THE DYNAMIC PRODUCTION, INC., ANTHONY NO. 1-H, SITUATED IN THE H. D. TAYLOR SURVEY, A-230, AND THE D. HARVEY SURVEY A-125, BRAZOS COUNTY, TEXAS, WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS CERTIFIED TO BE CORRECT.

DATE OF SIGNATURE, FEBRUARY 18, 1992.

LOUIS KNOX AND ASSOCIATES, SURVEYORS
P. O. BOX 539
GIDDINGS, TEXAS 78942

Louis Knox
LOUIS KNOX
REGISTERED PROFESSIONAL LAND
SURVEYOR, NO. 875.

LIMITED TO AND INCLUDING ONLY the Austin Chalk Formation, or its stratigraphic equivalent, as found on the Dual Induction log for the Producers Engineering Company - J. Anthony No. 1 well (RRC No. 19228) in the subsurface interval from 7282' to 7494' TVD.

STATE OF TEXAS
REGISTERED
LOUIS KNOX
875
PROFESSIONAL
SURVEYOR

W.O. 5840 *REVISED AND CORRECTED 13 MARCH 1992.* *REVISED 14 APRIL 1992*

MF-94873
D.O.
6·15·1992

(13)

6·12·95

KEITH D. GRAHAM
Omni Petroleum Corporation

110 Wild Basin Road
Suite 250
Austin, Texas 78746
512-327-2598
512-327-2695(FAX)

RECEIVED
MAY 18 1993
GENERAL LAND OFFICE

May 17, 1993

Texas General Land Office
Petroleum and Minerals Division
1700 N. Congress Ave., Rm. 640
Austin, Texas 78701

ATTN: Mr. Drew Reid
Landman Energy Resources

Re: State of Texas (OSR) Lease, Little River Prospect,
Brazos County, Texas. M-95232
M-94873

Dear Drew:

As we discussed over the phone today, enclosed is the original, recorded, Partial Release of Oil and Gas Lease from Dynamic Production, Inc. and Cachara Oil & Gas Co.

Thank you for your assistance regarding this matter. If there are any questions, please call.

Sincerely,

Ralph W. Owens
Landman

Enclosure

cc: Gerald H. Graham
Dynamic Production, Inc.
2801 Glenda Ave.
Fort Worth, Texas 76117

C. E. Graham, Jr.
Cachara Oil & Gas Co.
1406 Camp Craft Rd., Suite 222
Austin, Texas 78746

RECEIVED
MAY 18 1993
ENERGY RESOURCES

519529

PARTIAL RELEASE OF OIL AND GAS LEASE

FILED

93 MAY -3 PM 3:30

Mary Lou Ward CO. CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY Jo Ellen DEPUTY

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

WHEREAS, a certain Oil and Gas Lease (the "Lease") was made and entered into by and between the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, as Lessor, and DYNAMIC PRODUCTION, INC., as Lessee, dated March 17, 1992, recorded in Volume 1452, Pages 54-65, Official Records of Brazos County, Texas ("Lease"), which Lease covers 4.931 acres of land, more or less, out of the D. Harvey Survey, A-125, and out of the H. D. Taylor Survey, A-230, in Brazos County, Texas, more fully described by metes and bounds in Exhibit "A" to said Lease, reference to which is hereby made for all purposes; and

WHEREAS, the undersigned are the current owners and holders, as Lessee, of the above described Lease and the Leasehold Estate created thereby;

NOW THEREFORE, the undersigned owners, for a valuable consideration, do hereby release, relinquish, and surrender unto the above mentioned Lessor, its successors and assigns, all of the right, title and interest of the undersigned in and to the Lease INSOFAR AND ONLY INSOFAR as the Lease pertains to the tract of land described on Exhibit "A" attached hereto. It is the intention of the undersigned owners to release only those lands covered by the Lease, described on Exhibit "A" attached hereto, which are not included within the J. Anthony Unit No. 1-H, previously created by that certain Declaration of Pooled Unit, executed by Dynamic Production, Inc., et al, and which instrument appears of record in Volume 1493, Pages 223-230, of the Official Records of Brazos County, Texas.

The undersigned owners ("Lessee") expressly retain all easements, rights-of-way and other rights of ingress and egress as granted in the above described Oil and Gas Lease, as the same shall be necessary to enable Lessee to develop and operate the retained lands and depths.

IN WITNESS WHEREOF, this Partial Release is executed by the Owners on the date of their respective acknowledgements.

DYNAMIC PRODUCTION, INC.

By: _____
John D. Harvison
Vice President

CACHARA OIL & GAS CO.

By: _____
C.E. Graham, Jr.
President

VOL 1783 PAGE 80

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19th day of March, 1993, by John D. Harvison, Vice-President, on behalf of DYNAMIC PRODUCTION, INC., a Texas Corporation.

Noma E. Woodall
Notary Public in and for the State of Texas

Noma E. Woodall, Notary Public
In and for the State of Texas
Commission Expires 11-13-95

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28 day of March, 1993, by C.E. Graham, Jr., President, on behalf of CACHARA OIL & GAS CO., a Texas Corporation.

Kimberly Engstrom
Notary Public in and for the State of Texas

KIMBERLY ENGSTROM
MY COMMISSION EXPIRES
December 10, 1995

EXHIBIT "A"

Approximately 1.26 acres, more or less, out of the D. Harvey Survey, Abstract 125 and the H. D. Taylor Survey, Abstract 230 of Brazos County, Texas, more particularly described as the south 1.26 acres, more or less, of a deed from Tom Maly to the State of Texas dated November 16, 1943, and recorded in Volume 115 at Page 19 of the Deed Records of Brazos County, Texas. Said 1.26 acre tract being all of the tract, conveyed to the State, that is south of the Dynamic Production, Inc. J. Anthony Unit No. 1-H southwest boundary line, further described as follows:

Begginning at a point on the property line between J. W. Smith and Tom Maly where it interesects the west right-of-way line 60.00 feet from and at right angles to Engineer's Centerline Station Number 667+69.00. Said point also being located S 43° 46′ 00" W, a distance of 77.50 feet from Engineer's Centerline Station Number 668+19.00;

Thence N 07° 41′ 00" W along the west right-of-way line to the point where the southwest line of the Dynamic Production, Inc., J. Anthony Unit No. 1-H intersects said right-of-way line;

Thence S 68° 18′ 04" East 136.87′, severing the OSR right-of-way, to a point in the east right-of-way line which is the northernmost east corner of the Henry Maly Tract;

Thence S 07° 41′ 00" E along the east right-of-way line of the OSR to a point 60.00 feet from and at right angles to Engineer's Centerline Station Number 668+69.00;

Thence S 43° 46′ 00" W departing the east right-of-way line of the OSR highway, a distance of 77.50 feet crossing the centerline of said highway and continuing on for a total distance of 155.00 feet to the Point of Beginning.

MF-94873
Partial Release
of Oil + Gas
5-18-1993

(14)

P 795 977 362

Certified Mail Receipt

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

UNITED STATES POSTAL SERVICE

Sent to Dynamic	
Street & No.	
P.O., State & ZIP Code	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	$
Postmark or Date M-94873	

PS Form 3800, June 1990

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 the 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 inquiry.

☆U.S.G.P.O. 1990-270-153

PS Form **3800**, June 1990 *(Reverse)*

Texas General Land Office
Garry Mauro, Commissioner

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

Certified Mail No. P795 977 302
Return Receipt Requested

February 11, 1997

Dynamic Production, Inc.
2801 Glenda Ave
Fort Worth, Texas 76117-4388

RE: Annual Production Reporting and/or Royalty Payments on State Lease M-094873

To Whom It May Concern:

The General Land Office has received and approved your Certification Request for annual royalty reporting and/or royalty payments on the subject lease as indicated below. A copy of your request form (GLO-8) with the assigned certification number is enclosed. Please be sure to attach a copy of this form to each annual royalty report and/or annual royalty payment filed with this office. The annual report and/or payment will be considered delinquent without this information.

ANNUAL REPORTING APPROVED FOR:	OIL	☒	GAS	☒
ANNUAL PAYING APPROVED FOR:	OIL	☒	GAS	☒

If you have any questions please feel free to contact me at (512) 475-2317.

Sincerely,

Metha Kester

Metha Kester
Royalty Management
Energy Resources

Enclosures

ANNUAL ROYALTY REPORTING/PAYMENT CERTIFICATION REQUEST GLO-8

APPLICANT'S NAME DYNAMIC PRODUCTION, INC.

APPLICANT'S TAX ID [redacted]

REPORTER'S NAME SAME

REPORTER'S TAX ID SAME

PAYOR'S NAME SAME

PAYOR'S TAX ID SAME

REPORTS ON OIL ☒ 100 % COND ☐ ____ % GAS ☒ 100 %

PAYS ON OIL ☒ 100 % COND ☐ ____ % GAS ☒ 100 %

STATE LEASE NO M-94873

*LEASE NAME J ANTHONY UNIT 1-H

*FIELD NAME GIDDINGS (AUSTIN CHALK-3)

*RRC DIST NO 3

*COUNTY NAME BRAZOS

* OIL DIST	LEASE #	* GAS DIST	WELL ID #
3	021495	3	021495

*OPTIONAL FOR PAYORS ONLY
MANDATORY FOR REPORTERS

CERTIFICATION NUMBER

APPROVED/DISAPPROVED
(circle one)

CERTIFICATION NO
94873AROGPOG
Mona Rester
(APPROVED BY)
2/7/97
(DATE)

APACHE CORPORATION

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM DVCP-2 V-2

DATE	DESCRIPTION	AMOUNT
10/6/97	STATE OF TEXAS VOL 2857 PAGE 53 and VOL 2857 PAGE 62 CHECK NUMBER 3860 129 10.6.97	98008914 100.00

V2

2000 POST OAK BOULEVARD / SUITE 100 / HOUSTON, TEXAS 77056-4400

Apache CORPORATION

[713] 296-6000

October 2, 1997

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

95201
M-94873

Attn. Bridgett Henning

Enclosed please find two originally certified copies of the Assignment and Bill of Sale between Dynamic Production Inc and Apache Corporation, recorded in Vol. 2857 Page 53 and Vol. 2857 Page 62 in Brazos County Courthouse.

X100.00 98008914 129

Please file these instruments with the State of Texas and return approval documentation to my attention in the enclosed self-stamped envelope.

Also, attached is check no. 38~~8~~60 in the amount of $100 for over 90 days filing fees.

If you have any questions or concerns please feel free to contact me at 1800-272-2434 Ext. 6249.

Sincerely,

LaToya Mitchell

LaToya Jones Mitchell
Apache Corporation
Land Administration

RECEIVED
97 OCT 14 PM 4:26
ENERGY RESOURCES

(16)

NF 94873
ITEM ltr
TO
FROM
DATE 10/2/97

10.1r.01

Texas General Land Office
Garry Mauro, Commissioner

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

October 24, 1997

Ms. Latoya Jones Mitchell
Apache Corporation
2000 Post Oak Blvd. Ste 100
Houston, Tx 77056-4400

Dear Ms. Mitchell:

The General Land Office received the following instruments on October 14, 1997. and has filed them in M-95201, M-94873.

Assignment of Oil and Gas Lease(s), effective April 3, 1997, by and between Dynamic Production Inc. to Apache Corporation recorded in Brazos County, Texas.

Filing fees are $25.00, per assignment per lease per document, and fee doubles after ninety days, $ 100.00 were received in connection with the above assignment(s) , If you have any questions, please feel free to call me.

Sincerely,

Laura Leal

Laura Leal
Royalty Management
Energy Resources
(512) 475-1540

LL

(17)

MF 94873
ITEM ltr
TO
FROM
DATE 10/24/97

LM

631594

FILED

97 JUN 12 AM 10:51

CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY
DEPUTY

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §

COUNTY OF BRAZOS §

THIS ASSIGNMENT AND BILL OF SALE, effective as of 7:00 a.m. at the location of the Properties on January 1, 1997 ("Effective Time") is between DYNAMIC PRODUCTION, INC., a Texas corporation ("Assignor") with offices at 2801 Glenda Avenue, Fort Worth, Texas 76117 and APACHE CORPORATION, a Delaware corporation, ("Assignee") with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400.

RECITALS

1. Assignor owns an interest in the oil and gas leases described on Exhibit "A" (the "Leases"), together with the oil and gas wells thereon (the "Wells").

2. Assignor owns an interest in certain personal property, equipment and fixtures located on or about the Leases and used in connection with operation of the Leases (the "Equipment").

3. Assignor's interest in the Leases are benefited and burdened by rights and obligations existing under certain contracts and agreements (the "Contracts"), including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, rights of way, easements, surface agreements, assignments, gas sale contracts and gas processing contracts.

4. Assignor is entitled to receive oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (the "Production") under the terms of the Leases and the Contracts.

5. Assignor maintains files, records, data, including geophysical and seismic data and other documentary information regarding the Leases, the Wells, the Equipment, the Contracts, and the Production, (the "Data"). The Data shall not include any confidential information which, if disclosed, would cause Assignor to breach any contract or agreement.

The Leases, Wells, Equipment, Contracts, Production and Data are all collectively referred to as the "Properties".

6. Assignor agrees to assign all right, title and interest of Assignor in the Properties to Assignee.

CONVEYANCE

For one hundred dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to the Properties, to have and to hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title, either express or implied, except that Assignor shall warrant and defend title to the Properties against persons claiming by, through or under Assignor and with right of full substitution and subrogation in and to any and all rights, actions and claims of warranty which Assignor has against any and all preceding owners of the Properties. This Assignment and Bill of Sale is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record to the extent that same are in force and effect and affect the Properties.

This Assignment and Bill of Sale is made subject to the terms and provision of that certain

'97 SEP 25 PM3:31

Lease #1502210

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 9-24-97

Mary Ann Ward
County Clerk
Brazos County, Texas

unrecorded Purchase Agreement dated March 10th, 1997 between Dynamic Production, Inc. and Apache Corporation, as heretofore ratified, and adopted by Assignor.

ASSIGNOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

Assignor shall indemnify and hold Assignee harmless from any and all expenses, attorney's fees, damages, liabilities, claims, and causes of action of every kind or character arising out of or connected with the use, occupancy, ownership, operation or abandonment of the Properties, that occur prior to the "Effective Time" whether such claims are presented before or after the "Effective Time." Assignee shall indemnify and hold Assignor harmless from and against any and all, expenses, attorney's fees, damages, liabilities, claims and causes of action of every kind or character arising out of or connected with the use, occupancy, ownership, operation or abandonment of the Properties, that occur after the "Effective Time."

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

DYNAMIC PRODUCTION, INC.

By: _____
John D. Harvison, Vice President

ASSIGNEE:

APACHE CORPORATION

Marjorie Lofthouse

By: Marjorie Lofthouse
Its: Attorney-in-Fact

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 3rd day of April, 1997 by John D. Harvison, as Vice President of DYNAMIC PRODUCTION, INC, a Texas corporation, on behalf of said corporation. WITNESS my hand and official seal.

NOMA WOODALL, Notary Public
In and for The State of Texas
My Commission Expires 11-13-99

Noma Woodall
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 4-24-97

Mary Lynn Ward
County Clerk
Brazos County, Texas

STATE OF TEXAS §

COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me on this 3rd day of April 1997 by Marjorie Lofthouse as Attorney in Fact of APACHE CORPORATION, a Delaware corporation, on behalf of said corporation. WITNESS my hand and official seal.

NOMA WOODALL, Notary Public in and for The State of Texas My Commission Expires 11-13-99

Noma Woodall
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 9-24-97

Mary Ann Wood
County Clerk
Brazos County, Texas

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Carrabba Brothers Unit No. 1-H, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED**********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL.	PG	RECORDS			
1.0	Barney C. Cotrone and wife, Pauline T. Cotrone	William C. Haverlah	24-Jun-76	Brazos	23	176	Oil & Gas	49.850	Wm. Mathis Lge.	37
2.0	Bessie Orlando Cotrone	William C. Haverlah	24-Jun-76	Brazos	23	234	Oil & Gas	47.010	Wm. Mathis Lge.	37
3.0	David S. Carrabba and Mark J. Carrabba	G S I, Inc.	06-Dec-83	Brazos	670	556	Oil & Gas	67.395	Wm. Mathis Lge.	37
4.0	Commissioner of the General Land Office of the State of Texas	Dynamic Production, Inc.	01-Jun-93	Brazos	1833	8	Oil & Gas	17.860	Wm. Mathis Lge.	37

LANDS INCLUDED IN UNIT:
INSOFAR AND ONLY INSOFAR as the above described four (4) Oil and Gas Leases cover and pertain to lands situated within the exterior boundary lines of the 177.86 acre "Carrabba Brothers Unit", as further described in that Amended Unit Designation dated June 4, 1993, executed by Dynamic Production, Inc., et al, and recorded in the Oil and Gas Lease Records of Brazos County, Texas in Vol. 1897 at Page 17.

VOL. 2857 PAGE 56

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.
Thereby certify, on 8-24-97

Mary Ann Ward
County Clerk
Brazos County, Texas

4

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Gifford Hill No. 1, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED**********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL.	PG	RECORDS			
1.0	Gifford Hill & Company, Inc.	Producers Engineering Co.	17-Jan-84	Brazos	651	277	Official	321.48	Francis Ruiz	48

LANDS INCLUDED IN LEASE:
INSOFAR AND ONLY INSOFAR as the above described Oil and Gas Lease covers and pertains to 80 acres of land, more or less, being the same lands described in that certain Assignment and Bill of Sale from Producers Engineering Company, Inc., et al to Dynamic Production, Inc. dated effective April 1, 1993, and recorded in the Official Records of Brazos County, Texas in Vol. 1856 at Page 348.

VOL. 2857 PAGE 57

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy of the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 2-24-97

Mary Ann Wood
County Clerk
Brazos County, Texas

5

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Gifford Hill Unit No. 2-H, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED**********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL	PG	RECORDS			
1.0	Gifford Hill & Company, Inc.	Producers Engineering Co.	17-Jan-84	Brazos	651	277	Official	321.48	Francis Ruiz	48
2.0	Lee J. Fazzino and wife, Sara F. Fazzino	W.B. Newberry	29-Nov-83	Brazos	24	211	Official	698.81	James Curtis, Jr. William Mathis Francis Ruiz	13 37 48

LANDS INCLUDED IN UNIT:
INSOFAR AND ONLY INSOFAR as the above described two (2) Oil and Gas Leases cover and pertain to lands situated within the exterior boundary lines of the 320 acre "Gifford Hill Unit", as further described in that Declaration of Pooled Unit dated January 29, 1993, executed by Dynamic Production, Inc., et al, and recorded in counterparts in the Official Records of Brazos County, Texas in Vol. 1710 at Page 238 and in Vol. 1822 at Page 128.

VOL 2857 PAGE 58

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 9-24-97

Mary Ann Wood
County Clerk
Brazos County, Texas

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Gifford Hill No. 3, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED*********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL.	PG	RECORDS			
1.0	Gifford Hill, Inc.	Producers Engineering Co.	03-Aug-84	Brazos	721	618	Oil & Gas	485.19	Francis Ruiz J.B. Root	48 203
2.0	Dorothy Varisco Donaho and Antonette Varisco Guido, Individually and as Joint Independent Executrices of the Estate of Brazos A. Varisco, Deceased, and Lucille Varisco, a widow	Producers Engineering Co.	05-Sep-84	Brazos	727	221	Oil & Gas	485.19	Francisco Ruiz J.B. Root	48 203

LANDS INCLUDED IN LEASE:
INSOFAR AND ONLY INSOFAR as the above described Oil and Gas Leases covers and pertains to 80 acres of land, more or less, being the same lands described in that certain Assignment and Bill of Sale from Producers Engineering Company, Inc., et al to Dynamic Production, Inc. dated effective April 1, 1993, and recorded in the Official Records of Brazos County, Texas in Vol. 1856 at Page 355.

VOL 2857 PAGE 59

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy of the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 2-24-98
Mary Ann Wright
County Clerk
Brazos County, Texas

7

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Salvato No. 1 & 2, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED**********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL.	PG	RECORDS			
1.0	Mrs. Mary Salvato Bush, Mrs. Josephine Salvato Varisco and Mrs. Ethelena Salvato Zubik	Amoco Production Company	03-Dec-76	Brazos	24	709	Deed	330.74	Francisco Ruiz J.B. Root	48 203

LANDS INCLUDED IN LEASE:
INSOFAR AND ONLY INSOFAR as the above described Oil and Gas Lease covers and pertains to 158.1 acres of land, more or less, described as the "Third Tract" in that certain Deed dated August 31,1973, from Mrs. Frank L. Salvato to Mrs. Mary Salvato Bush, et al, recorded in Vol. 319, Page 549 of the Deed Records of Brazos County, Texas, and insofar and only insofar as such Lease covers from the surface down to the base of the Georgetown Formation.

VOL. 2857 PAGE 60

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 12-19-97

Mary Ann West
County Clerk
Brazos County, Texas

10·14·97

EXHIBIT "A"
(To Assignment and Bill of Sale)

Zemanek-Wolf Unit, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED*********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL	PG	RECORDS			
1.0	Kenneth Wolf and wife, Norma C. Wolf	Lee C. Production Co.	28-Jan-91	Brazos	1234	181	Official	87.26	John Williams	237
2.0	J.O. Siegert and wife, Sondra P. Siegert	Dynamic Production, Inc.	14-Apr-92	Brazos	1479	78	Official	3.02	E.W. Taylor	231
3.0	Alvin Phelps and wife, Margaret Phelps	Dynamic Production, Inc.	07-Apr-92	Brazos	1479	74	Official	2.00	John Williams	237
4.0	Fred Regmund, Jr. and wife, Martha Regmund	Dynamic Production, Inc.	07-Apr-92	Brazos	1479	76	Official	1.00	John Williams	237
5.0	Raymond Cochran	Dynamic Production, Inc.	06-Apr-92	Brazos	1493	203	Official	2.00	E.W. Taylor	231
6.0	Marvin Jeske and wife, Gladys Jeske	Dynamic Production, Inc.	03-Apr-92	Brazos	1479	70	Official	4.00	John Williams	237
7.0	Julie L. Jeske	Dynamic Production, Inc.	03-Apr-92	Brazos	1479	72	Official	1.00	John Williams	237
8.0	Robert Ray Blinka and wife, Betty Jane Blinka	Dynamic Production, Inc.	03-Apr-92	Brazos	1479	68	Official	5.00	John Williams	237
9.0	Curtis Capps, Trustee	Destine Energy, Inc.	09-Mar-92	Brazos	1479	52	Official	77.80	E.W. Taylor	231
10.0	Anton F. Zemanek	W.D. Murray	01-Jul-87	Brazos	989	75	Official	23.38	E.W. Taylor	231
11.0	Michael R. Zemanek and wife, Paula Zemanek	W.D. Murray	01-Jul-87	Brazos	989	73	Official	23.38	E.W. Taylor	231
12.0	Betty Prihoda	W.D. Murray	01-Jul-87	Brazos	989	77	Official	23.38	E.W. Taylor	231
13.0	John F. Gasek, and wife, Theresa	W.D. Murray	01-Jul-87	Brazos	989	79	Official	5.00	E.W. Taylor	231
14.0	Mary Louise Newport, et al	W.D. Murray	29-Jul-87	Brazos	997	245	Official	5.81	E.W. Taylor	231

LANDS INCLUDED IN UNIT:
INSOFAR AND ONLY INSOFAR as the above described fourteen (14) Oil and Gas Leases cover and pertain to lands situated within the exterior boundary lines of the 237.817 acre Zemanek Wolf Unit as further described in that Amendment to Pooling Designation dated May 15, 1992, executed by Dynamic Production, Inc., et al, and recorded in the Official Records of Brazos County, Texas Vol. 1517 at Page 10.

vol. 2857 page 61

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify on 12-4-97
Mary Lynn Alexander
County Clerk
Brazos County, Texas

9

631595

FILED

97 JUN 12 AM 10:51

CLERK
BRAZOS COUNTY COURTHOUSE
BRYAN, TEXAS
BY

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §

COUNTY OF BRAZOS §

THIS ASSIGNMENT AND BILL OF SALE, effective as of 7:00 a.m. at the location of the Properties on January 1, 1997 ("Effective Time") is between DYNAMIC PRODUCTION, INC., a Texas corporation ("Assignor") with offices at 2801 Glenda Avenue, Fort Worth, Texas 76117 and APACHE CORPORATION, a Delaware corporation, ("Assignee") with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400.

RECITALS

1. Assignor owns an interest in the oil and gas leases described on Exhibit "A" (the "Leases"), together with the oil and gas wells thereon (the "Wells").

2. Assignor owns an interest in certain personal property, equipment and fixtures located on or about the Leases and used in connection with operation of the Leases (the "Equipment").

3. Assignor's interest in the Leases are benefited and burdened by rights and obligations existing under certain contracts and agreements (the "Contracts"), including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, rights of way, easements, surface agreements, assignments, gas sale contracts and gas processing contracts.

4. Assignor is entitled to receive oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals, and the accounts and proceeds from the sale of all of the foregoing (the "Production") under the terms of the Leases and the Contracts.

5. Assignor maintains files, records, data, including geophysical and seismic data and other documentary information regarding the Leases, the Wells, the Equipment, the Contracts, and the Production, (the "Data"). The Data shall not include any confidential information which, if disclosed, would cause Assignor to breach any contract or agreement.

The Leases, Wells, Equipment, Contracts, Production and Data are all collectively referred to as the "Properties".

6. Assignor agrees to assign all right, title and interest of Assignor in the Properties to Assignee.

CONVEYANCE

For one hundred dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to the Properties, to have and to hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title, either express or implied, except that Assignor shall warrant and defend title to the Properties against persons claiming by, through or under Assignor and with right of full substitution and subrogation in and to any and all rights, actions and claims of warranty which Assignor has against any and all preceding owners of the Properties. This Assignment and Bill of Sale is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record to the extent that same are in force and effect and affect the Properties.

This Assignment and Bill of Sale is made subject to the terms and provision of that certain

Lease #1502206

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on 9-24-97 AR

Mary Ann Ward
County Clerk
Brazos County, Texas

unrecorded Purchase Agreement dated March 10th, 1997 between Dynamic Production, Inc. and Apache Corporation, as heretofore ratified, and adopted by Assignor.

ASSIGNOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

Assignor shall indemnify and hold Assignee harmless from any and all expenses, attorney's fees, damages, liabilities, claims, and causes of action of every kind or character arising out of or connected with the use, occupancy, ownership, operation or abandonment of the Properties, that occur prior to the "Effective Time" whether such claims are presented before or after the "Effective Time." Assignee shall indemnify and hold Assignor harmless from and against any and all, expenses, attorney's fees, damages, liabilities, claims and causes of action of every kind or character arising out of or connected with the use, occupancy, ownership, operation or abandonment of the Properties, that occur after the "Effective Time."

This assignment and the leasehold interests herein assigned shall not be further assigned, either in whole or in part, without the prior written consent of Union Pacific Resources Company and Clayton W. Williams, Jr., all as more fully set forth in that certain Farmout Agreement dated June 13, 1984, by and between Champlin Petroleum Company, et al and Producers Engineering Company, reference to which Agreement is hereby made for all purposes.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

DYNAMIC PRODUCTION, INC.

By: _____
John D. Harvison, Vice President

ASSIGNEE:

APACHE CORPORATION

Marjorie Lofthouse

By: Marjorie Lofthouse

Its: Attorney-in-Fact

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 9-24-97

Mary Ann Ward
County Clerk
Brazos County, Texas

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 3rd day of April, 1997 by John D. Harvison, as Vice President of DYNAMIC PRODUCTION, INC, a Texas corporation, on behalf of said corporation. WITNESS my hand and official seal.

NOMA WOODALL, Notary Public in and for The State of Texas My Commission Expires 11-13-99

Noma Woodall
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me on this 3rd day of April 1997 by Marjorie Lathrop as Attorney-in-Fact of APACHE CORPORATION, a Delaware corporation, on behalf of said corporation. WITNESS my hand and official seal.

NOMA WOODALL, Notary Public in and for The State of Texas My Commission Expires 11-13-99

Noma Woodall
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 9-24-97

Mary Anne Ward
County Clerk
Brazos County, Texas

10-14-97

EXHIBIT "A"
(To Assignment and Bill of Sale)

J. Anthony Unit No. 1-H, Brazos County, Texas

LEASE NO.	LESSOR	LESSEE	DATED	**********RECORDED*********				GROSS ACRES	SURVEY(S)	ABST.
				COUNTY	VOL.	PG	RECORDS			
1.0	Vince Court, et ux, Anthonette Court	William C. Haverlah	23-Jun-76	Brazos	23	225	Oil & Gas	706	Thomas Yates Wm. Mathis Lge. T.R. Moseley Griffin Bayne H.D. Taylor John Williams F. Ruiz Lge.	247 37 183 70 230 237 48
2.0	First American Bank, Trustee, and Sheila Habarta, Individually and on behalf of the Estate of A.W. Habarta Estate Beneficiaries (being John T. Habarta, Veronica Habarta Voelker and Lisa Ann Habarta)	Cachara Oil & Gas Co.	03-Feb-92 Amended 05-May-92	Brazos	1431	219	Oil & Gas	83.639	D. Harvey	125
3.0	Clarence Henry Maly and wife, Rosie Lee Maly	Dynamic Production, Inc.	14-Feb-92	Brazos	1427	325	Oil & Gas	1.45	H.D. Taylor	230
4.0	Commissioner of the General Land Office of the State of Texas	Dynamic Production, Inc.	17-Mar-92	Brazos	1452	54	Oil & Gas	4.931	D. Harvey H.D. Taylor	125 230

LANDS INCLUDED IN UNIT:
INSOFAR AND ONLY INSOFAR as the above described four (4) Oil and Gas Leases cover and pertain to lands situated within the exterior boundary lines of the 150.431 acre "J. Anthony Unit", as further described in that Declaration of Pooled Unit dated April 27, 1992, executed by Dynamic Production, Inc., et al, and recorded in the Oil and Gas Lease Records of Brazos County, Texas in Vol. 1491, Pg. 223.

4

STATE OF TEXAS
COUNTY OF BRAZOS
I, the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.
Thereby certify, on 9-24-97
Mary Ann West
County Clerk
Brazos County, Texas

VOL. 2857 PAGE 65

MF 94873
ITEM assignment
TO
FROM
DATE 10/15/97

(18)

10-17-95

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 25, 2008

Apache Corp.
200 Post Oak Blvd, Suite 100
Houston, TX 77056

Re: State Lease MF094873 - **Please refer to this lease number with all correspondence**
Anthony, J. #1
01907801/00001.1

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

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

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

OIL AND GAS DIVISION ORDER

Date: 11/17/2008

TO: APACHE CORPORATION ("Payor")
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
SUITE 100
HOUSTON, TX 77056-4400

01907801/00001.1
ANTHONY, J #1 OIL

MF094873
2098

The undersigned severally and not jointly certifies it is the legal Owner of the interest(s) of all the oil (including all liquid hydrocrabons) and gas (including all casinghead and other gaseous hydrocarbons) produced from the property described on the attached EXHIBIT A.

The following provisions apply to each interest "Owner" who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest(s) set out on the attached EXHIBIT A. The Payor shall pay all parties pursuant to applicable state statutes regarding accumulation of proceeds and the lease or operating agreement between the parties or any other contract for the purchase of oil and gas. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities. Deductions may be made for gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and for gross production, severance or other similar taxes on production or the proceeds thereof, as allowed by applicable law.

INDEMNITY: The Owner agrees to indemnify and hold Payor harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the Owner's interest to which Payor is made a party.

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

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

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

NOTICES: The Owner agrees to notify Payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on Payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to Payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by Payor. Any correspondence regarding this agreement shall be furnished to the above address unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of the division order, an Owner may have certain statutory rights under the laws of the state of the property described on EXHIBIT A.

FAILURE TO FURNISH YOUR SOCIAL SECURITY OR TAX I.D. NUMBER WILL RESULT IN WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW. ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR AND WILL BE REMITTED TO THE INTERNAL REVENUE SERVICE.

NOTE: (1) DIVISION ORDERS FOR CORPORATIONS MUST BE EXECUTED BY AN AUTHORIZED OFFICER; (2) DIVISION ORDERS FOR INDIVIDUALS SHOULD BE WITNESSED BY TWO (2) DISINTERESTED THIRD PARTIES IN THE SPACES PROVIDED; (3) IF THE DIVISION ORDER IS SIGNED BY AN AGENT, ATTORNEY-IN-FACT, GUARDIAN, OR ANY PARTY OTHER THAN THE NAMED INTEREST OWNER, PLEASE FURNISH EVIDENCE OF THE RIGHTS VESTED IN THE SIGNATORY PARTY; (4) TO ENSURE PROMPT RECEIPT OF CHECKS, BE SURE YOUR MAILING ADDRESS, INCLUDING ZIP CODE, IS CORRECT AS SHOWN ON THIS DIVISION ORDER.

THIS COPY FOR YOUR FILE

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME

[redacted]

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

[redacted]

OWNER TELEPHONE NUMBER

COMMISSIONER OF THE GENERAL LAND O

0085439001

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701

do_divord_by_property v1.3

EXHIBIT A

APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 11/17/2008

Property: 01907801/00001 ANTHONY, J #1 OIL **Venture Number:** 017966
State: TEXAS County/Parish: BRAZOS

OWNER		INTEREST TYPE	EXC	INTEREST	EFF DATE
0085439001	STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00819479	6/1/2008

Legal Description:

19.

File No. MF 094873

DO

Date Filed: 11/25/08

Jeffry E. Patterson, Commissioner

By

OIL AND GAS DIVISION ORDER

Date: 06/25/2013

TO: APACHE CORPORATION ("Payor")
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
SUITE 100
HOUSTON, TX 77056-4400

See 'Exhibit A'
Attached hereto

MF 094873
Unit 2098

The undersigned severally and not jointly certifies it is the legal Owner of the interest(s) of all the oil (including all liquid hydrocrabons) and gas (including all casinghead and other gaseous hydrocarbons) produced from the property described on the attached EXHIBIT A.

The following provisions apply to each interest "Owner" who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest(s) set out on the attached EXHIBIT A. The Payor shall pay all parties pursuant to applicable state statutes regarding accumulation of proceeds and the lease or operating agreement between the parties or any other contract for the purchase of oil and gas. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities. Deductions may be made for gathering, transportation, treating, conditioning, marketing and other post-production costs downstream of the wellhead, and for gross production, severance or other similar taxes on production or the proceeds thereof, as allowed by applicable law.

INDEMNITY: The Owner agrees to indemnify and hold Payor harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the Owner's interest to which Payor is made a party.

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

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

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

NOTICES: The Owner agrees to notify Payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on Payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to Payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by Payor. Any correspondence regarding this agreement shall be furnished to the above address unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of the division order, an Owner may have certain statutory rights under the laws of the state of the property described on EXHIBIT A.

FAILURE TO FURNISH YOUR SOCIAL SECURITY OR TAX I.D. NUMBER WILL RESULT IN WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW. ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR AND WILL BE REMITTED TO THE INTERNAL REVENUE SERVICE.

NOTE: (1) DIVISION ORDERS FOR CORPORATIONS MUST BE EXECUTED BY AN AUTHORIZED OFFICER; (2) DIVISION ORDERS FOR INDIVIDUALS SHOULD BE WITNESSED BY TWO (2) DISINTERESTED THIRD PARTIES IN THE SPACES PROVIDED; (3) IF THE DIVISION ORDER IS SIGNED BY AN AGENT, ATTORNEY-IN-FACT, GUARDIAN, OR ANY PARTY OTHER THAN THE NAMED INTEREST OWNER, PLEASE FURNISH EVIDENCE OF THE RIGHTS VESTED IN THE SIGNATORY PARTY; (4) TO ENSURE PROMPT RECEIPT OF CHECKS, BE SURE YOUR MAILING ADDRESS, INCLUDING ZIP CODE, IS CORRECT AS SHOWN ON THIS DIVISION ORDER.

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME

[redacted]

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

COMMISSIONER OF THE GENERAL LAND OF

0085439001

[redacted]

OWNER TELEPHONE NUMBER

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701

THIS COPY FOR YOUR FILE

do_divord_by_property_signature_page v1.0

EXHIBIT A

APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 6/25/2013

Property: 01907801/00001 ANTHONY, J #2H OIL **Venture Number:** 017966

State: TEXAS County/Parish: BRAZOS

OWNER		INTEREST TYPE	EXC	INTEREST	EFF DATE
0085439001	STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00819479	6/1/2008

Legal Description:

TX BRAZOS H D TAYLOR ABST/ID# 230

File No. 094-073

DIVISION ORDER

Date Filed: 07/02/13

Jerry E. Patterson, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 26, 2016

Rachael Lopez, Division Order Analyst/Lease Analyst
Marlin Energy Resources, LLC
3861 Ambassador Caffery Parkway, STE 600
Lafayette, Louisiana 70503

RE: GLO Assignment ID #9751 – MF094873 and MF095201 Brazos County

Dear Ms. Lopez:

The General Land Office received the following instrument and has filed it in the appropriate files.

> Assignment and Bill of Sale effective 07/13/16 from Apache Corporation, assignor to Marlin Energy Resources, LLC, assignee. Filed for record under Vol. 13485 Pg. 102.

Filing fees in the amount of $100.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
(512) 463-5407
carl.bonn@glo.texas.gov

MARLIN
ENERGY RESOURCES, LLC

August 4, 2016

Apache, Assignor

Sent Via Federal Express

Mr. Carl Bonn
Texas General Land Office
1700 N Congress Avenue
Austin, TX 78701

Re: GLO Oil and Gas Lease Nos. M-95201 and M-94873

Dear Mr. Bonn:

Please find enclosed recorded copies of that certain Assignment and Bill of Sale dated effective July 13, 2016, by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee, filed in Vol. 13485, at Page 102, of the Official Records of Brazos County, Texas, covering GLO Oil and Gas Lease Nos. M-95201 and M-94873. Also enclosed is an Assignment Summary for each lease.

Please feel free to contact me with any questions.

Yours truly,

Rachael Lopez

Rachael Lopez
Division Order Analyst / Lease Analyst
337-769-4061
337-769-4342 (fax)
rachael.lopez@marlinenergy.net

Marlin Energy Resources, LLC **016357**

VENDOR	CHECK DATE
TEX009	08/03/16

INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
08/03/16	08/03/16	123488 Filing Fee Assignment from Apache	$0.00	$50.00
		Total:	$0.00	$50.00

16714880

129

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):
Assignment Deed of Trust Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Brazos	13485	102	July 13, 2016

ASSIGNMENT FEE: $25 per State Lease (additional $25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest: Overriding Royalty Interest: Other (explain):

Remarks:
all right, title and interest in and to the lease
and lands described on Exhibit A of the Assignment

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. Apache Corporation	Marlin Energy Resources, LLC			
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.M-95201	Brazos				See Exhibit A of Assignment
2.					
3.					
4.					

Preparer's Signature

F. Michael Lipari
Name (please print)

mike.lipari@marlinenergy.net
E-Mail Address

337-769-4339
Telephone Number

Land Manager
Title

August 3, 2016
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Marlin Energy Resources, LLC
Company Name

3861 Ambassador Caffery Pkwy.
Mailing Address

Suite 600

Lafayette, Louisiana 70503
City/State/Zip

ID# 9751

Doc 0127045 Bk OR Vol 13485 Pg 102

MF 094873
MF 095201
eff 7-13-16

ale

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed on the 13th day of July 2016, but effective as of 12:01 a.m. (Central time) on July 13, 2016 (the "**Effective Time**"), is between **APACHE CORPORATION**, a Delaware corporation, with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056 ("**Assignor**") and **MARLIN ENERGY RESOURCES, LLC**, with offices at 3861 Ambassador Caffery Parkway, Suite 600, Lafayette, Louisiana 70503 ("**Assignee**"). Assignor and Assignee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

Assignor, for Ten Dollars ($10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and subject to the terms stated herein, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee all of Assignor's right, title, and interest in and to the following (collectively, the "**Assets**"), except to the extent constituting Excluded Assets (as hereinafter defined):

(a) the oil and gas leases described in Exhibit A (the "**Leases**") and all existing and effective unitization, pooling, and communitization agreements, declarations and orders covering the Leases together with all other lands covered by such agreements, declarations and orders;

(b) all wells and wellbores located on the Leases, including without limitation, all oil and gas wells, salt water disposal wells, injection wells, and other wells located on the Leases, regardless of whether the oil and gas leases attributable to such wellbores remain in effect, in each case, whether producing, operating, plugged or unplugged, shut in, or permanently or temporarily abandoned (the "**Wells**"), including, without limitation, those identified on Exhibit B;

(c) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid which are produced from or attributable to the Wells with respect to all periods after the Effective Time ("**Hydrocarbons**");

(d) all of the facilities, pipelines, flowlines, equipment, inventory, personal property, fixtures and improvements appurtenant to, or used solely in connection with the ownership or operation of, the Leases, Wells, or Hydrocarbons (the "**Equipment**");

(e) all surface rights, rights of way, easements, servitudes, surface leases, surface use agreements, subsurface leases, permits, licenses, and similar rights and interests, to the extent that they are assignable or transferable and are appurtenant to, or used in connection with the ownership or operation of, the Leases, Wells, or

Equipment (the "**Easements**"), including, without limitation, those described in the PSA, as defined below;

(f) all agreements, contracts and contractual rights, obligations and interests INSOFAR ONLY as they cover and are attributable to the Leases, Wells, Hydrocarbons, and/or Easements, including without limitation confidentiality agreements, unit agreements, farmout agreements, farmin agreements, joint venture agreements, participation agreements, operating agreements and hydrocarbon sales, purchase, gathering, transportation, treating, marketing, exchange, processing and fractionating agreements including, but not limited to, those described in the PSA (the "**Contracts**");

(g) all other tangibles or other assets on or used in connection with the Leases, Wells, Hydrocarbons, Easements, and/or Contracts, including copies of all lease files, land files, well files, production and operation records, technical files, cores, physical samples or materials from wells or tests, division order files, abstracts, title opinions, regulatory files, health, safety and environmental files and contract files, insofar as they are related solely to the Leases, Wells, Hydrocarbons, Easements, or Contracts, whether imaged, physical, electronic, or digital (the "**Records**").

(h) proceeds of Hydrocarbons and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense as described in the PSA ("**Suspense Funds**") by Assignor as the operator of such Wells prior to the Effective Time; and

(i) all imbalances from Hydrocarbons existing as of the Effective Time as described in the PSA (the "**Imbalances**").

Notwithstanding the foregoing, the Assets shall not include, and there is EXCEPTED, RESERVED, and EXCLUDED herefrom (collectively, the "**Excluded Assets**"):

(a) all trade credits and all accounts, accounts receivable, checks, funds, promissory notes, instruments, and general intangibles (as those terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) all claims of Assignor for, and rights of Assignor to, refunds of or loss carryovers with respect to (i) any Taxes, as defined in the PSA, with respect to the Assets for any taxable year or period, or portion thereof, that ends prior to the Effective Time, (ii) any Taxes with respect to the Excluded Assets, or (iii) those other refunds, and rights to them, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any Hydrocarbon gathering or transportation agreement;

(c) all proceeds, income, royalties, or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time or (ii) any other Excluded Assets;

(d) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from the sale of those Hydrocarbons;

(e) all documents and instruments of Assignor (other than title opinions) (i) that may be protected by an attorney-client, work product, or other privilege; or (ii) prepared by or for counsel of Assignor;

(f) all (i) agreements and correspondence between Assignor or any of Assignor's Affiliates relating to the transactions contemplated in this Assignment; (ii) lists of prospective purchasers for those transactions compiled by Assignor or any of Assignor's Affiliates; (iii) bids submitted by other prospective purchasers of the Assets; (iv) analyses by Assignor or any of Assignor's Affiliates of any bids submitted by any prospective purchaser; (v) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective representatives, and any prospective purchaser other than Assignee; and (vi) correspondence between Assignor or any of Assignor's Affiliates or any of their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Assignment;

(g) all data and other information that may not be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements, even if such data or other information is inadvertently disclosed or provided to Assignee (in which case Assignee shall use commercially reasonable efforts to return such data or information to Assignor);

(h) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other specific items described in the PSA;

(i) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events related to, or damage to or destruction of, the Assets occurring prior to the Closing Date, as defined in PSA;

(j) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Closing Date;

(k) all books, records, and files that relate solely to the other specific items described in the PSA;

(l) any copies of Records retained by Assignor pursuant to the PSA;

(m) all of Assignor's geophysical and seismic records, data, and information, whether proprietary or licensed;

(n) All fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in

Hydrocarbons that are not derived from any leasehold interests in any of the Leases, Wells, or other Assets;

(o) the right to bill non-operating interest owners under joint operating agreements for (i) any operating expenses paid by Assignor with respect to periods prior to the Effective Time; and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to the Effective Time with respect to any Well that is operated by Assignor or any of its affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreements to collect such billings;

(p) any pipelines, fixtures, tanks, or equipment located on the Assets that belong to third parties (other than affiliates of Assignor), such as lessors or purchasers of Hydrocarbons; and

(q) any other items identified in the PSA.

TO HAVE AND TO HOLD all and singular the Assets together with all rights, titles, and interests thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

Assignor and Assignee agree that this Assignment is made subject to the terms and provisions of that certain unrecorded Purchase and Sale Agreement dated July 13, 2016, by and between Apache Corporation and Marlin Energy Resources, LLC (the "**PSA**"). In the event of conflict between the terms of this Assignment and those contained in the PSA, the terms and provisions of the PSA shall at all times and in all events prevail, control and govern between the Parties, with the non-conflicting terms and provisions continuing in full force and effect. The presence of a term or provision governing conduct in the PSA and the absence of a term or provision governing the same conduct in this Assignment shall not constitute a conflict between the agreements.

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the PSA.

This Assignment is made without warranty of title, whether express, implied, or statutory, and without any recourse against Assignor in the event of any failure of title.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS ASSIGNMENT, THAT MAY BE WAIVED BY ASSIGNEE. ASSIGNEE REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW

AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE TITLE, QUALITY, MERCHANTABILITY, OR FITNESS OF THE ASSETS FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE ASSETS "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PSA, ASSIGNOR SHALL INDEMNIFY AND HOLD ASSIGNEE HARMLESS FROM ANY AND ALL EXPENSES, DAMAGES, LIABILITIES, CLAIMS AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY ASSIGNOR OF THE PSA, THIS ASSIGNMENT OR ANY OF THE AGREEMENTS ENTERED INTO BY THE PARTIES IN CONNECTION WITH THE PSA OR THIS ASSIGNMENT.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PSA, ASSIGNEE SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM ANY AND ALL EXPENSES, DAMAGES, LIABILITIES, CLAIMS AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH (I) THE USE, OCCUPANCY, OWNERSHIP, OPERATION, MAINTENANCE, OR ABANDONMENT OF THE ASSETS, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE TIME, AND REGARDLESS OF WHETHER ARISING OR RESULTING SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ASSIGNOR OR OTHER PERSON, AND/OR (II) ANY BREACH BY ASSIGNEE OF THE PSA, THIS ASSIGNMENT OR ANY OF THE AGREEMENTS ENTERED INTO BY THE PARTIES IN CONNECTION WITH THE PSA OR THIS ASSIGNMENT. FROM AND AFTER THE EFFECTIVE TIME, ASSIGNEE ALSO SHALL COMPLY WITH ALL LAWS AND GOVERNMENTAL REGULATIONS WITH RESPECT TO EXPLORATION, OPERATION AND PRODUCTION OF OIL AND/OR GAS FROM THE ASSETS AND AGREES TO PLUG AND ABANDON ALL WELLS LOCATED ON THE ASSETS AND TO RESTORE THE SURFACE AND SUBSURFACE AS SPECIFIED IN THE LEASES, THE CONTRACTS, AND/OR AS REQUIRED BY APPLICABLE RULES, REGULATIONS OR LAWS.

EACH PARTY HERETO SHALL BE LIABLE FOR ITS OWN SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWSOEVER THE SAME MAY BE CAUSED AND EACH PARTY DOES HEREBY

WAIVE ANY RIGHTS THAT IT MAY HAVE TO SEEK ANY SUCH DAMAGES FROM THE OTHER PARTY.

Assignor and Assignee agree to execute and deliver to each other, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to effectively grant, convey and assign to Assignee the Assets.

Assignee agrees that this assignment is made subject to the terms and provisions of the Leases and all existing assignments and agreements relating thereto and subject further to all overriding royalties, production payment and all other burdens against the Leases as of the Effective Time.

This assignment and the leasehold interests herein assigned shall not be further assigned, either in whole or in part, without the prior written consent of Anadarko E&P Onshore, LLC and CWPLCO Inc., all as more fully set forth in that certain Farmout Agreement dated June 13, 1984, by and between Champlin Petroleum Company, et al and Producers Engineering Company, reference to which agreement is hereby made for all purposes.

This Assignment shall extend to, be binding upon, and inure to the benefit of Assignor and Assignee and their respective heirs, successors, representatives, and assigns.

This Assignment is governed by the laws of the State of Texas, excluding any choice of law rules that would direct application of the laws of another jurisdiction. For any dispute that may arise under this Assignment, including any claim of breach of this Assignment, the Parties hereby consent to the exclusive venue and jurisdiction of the state and federal courts sitting in Harris County, Texas.

This Assignment may be executed in any number of original signature counterparts, and all such counterparts shall constitute but one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart, portions of the exhibits attached hereto which describe Assets situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the following signature page on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

APACHE CORPORATION

By: C. R. Harden

SF Name: C. R. Harden

Title: Attorney-in-Fact

ASSIGNEE:

MARLIN ENERGY RESOURCES, LLC

By: F. McLi

Name: F. Michael Lipari

Title: Land Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of July 2016 by C.R. Harden as Attorney-in-Fact for **Apache Corporation**, a Delaware corporation, on behalf of said corporation.

JULIE WEAVER
Notary Public, State of Texas
Comm. Expires 06-30-2020
Notary ID 383151-7

WITNESS my hand and official seal.

Julie Weaver
Notary Public, State of Texas

STATE OF Louisiana §
PARISH §
~~COUNTY~~ OF LAFAYETTE §

The foregoing instrument was acknowledged before me this 15th day of July 2016 by F. MICHAEL LIPARI, as LAND MANAGER of MARLIN ENERGY RESOURCES, LLC on behalf of said company.

WITNESS my hand and official seal.

Elizabeth G. Benoit
Notary Public, State of ~~Texas~~ LOUISIANA

Elizabeth G. Benoit
Notary ID 013244
My Commission Expires At Death

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
1502207	Barney C Cotrone et ux	William C Haverlah	6/24/1976	23	176	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502208	Bessie Orlando Cotrone	William C Haverlah	6/24/1976	23	234	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502209	David S. Carrabba et al	G S I, Inc.	12/6/1983	670	556	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502210	State of Texas M-95201	GSI Oil & Gas, Inc.	6/1/1993	1833	8	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502213A	Gifford-Hill, Inc.	Producers Engineering Company	8/3/1984	721	618	INSOFAR AS said lease covers lands within the aerial boundaries of the 80-acre proration unit for the Gifford-Hill "A" Well No. 3 in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502213B	Dorothy Varisco Donaho et al	Producers Engineering Company	9/5/1984	727	221	INSOFAR AS said lease covers lands within the aerial boundaries of the 80-acre proration unit for the Gifford-Hill "A" Well No. 3 in the Francisco Ruiz Survey A-48, as to all depths owned by Seller

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
1502211	Gifford Hill & Company, Inc.	Producers Engineering Company	1/17/1984	651	277	INSOFAR AS said lease covers lands within the aerial boundaries of the Gifford-Hill Unit No. 2-H as described in Declaration of Pooled Unit dated 1/29/1993 and recorded in Volume 1710 at Page 238, covering 320 acres in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502212	Lee J Fazzino et ux	W B Newberry	9/16/1976	24	211	INSOFAR AS said lease covers lands within the aerial boundaries of the Gifford-Hill Unit No. 2-H as described in Declaration of Pooled Unit dated 1/29/1993 and recorded in Volume 1710 at Page 238, covering 320 acres in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502203	Vince Court et ux	William C. Haverlah	6/23/1976	23	225	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502204	First American Bank, Trustee et al	Cachara Oil & Gas Co.	2/3/1992	1431	219	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502205	Clarence Henry Maly et ux	Dynamic Production, Inc.	2/14/1992	1427	325	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502206	State of Texas M-94873	Dynamic Production, Inc.	3/17/1992	1452	54	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3344746	James M Johnson et ux	Amoco Production Company	9/13/1983	605	815	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908A	Pearl Dix Jenkins et al	Amoco Production Company	9/21/1983	611	602	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908B	Doris Dix et al	Amoco Production Company	9/21/1983	613	425	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908C	Blanche Dix et al	Amoco Production Company	9/21/1983	611	597	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908D	Chanie Dix Jordan et al	Amoco Production Company	9/21/1983	611	607	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740A	Leon Cash et ux	David D. Limerick	7/26/1983	599	186	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740B	Frank Cunzalo	Amoco Production Company	9/7/1983	605	490	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3344740C	Lena Cunzalo et al	Amoco Production Company	9/7/1983	605	487	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740D	Pete Cunzalo	Amoco Production Company	9/7/1983	605	493	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344741A	W H Ricketts et ux	David D. Limerick	7/28/1983	599	202	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344741B	Tony Varisco Jr et al	David D Limerick	8/5/1983	599	217	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
3344749A	Jerri Newson	Amoco Production Company	9/15/1983	608	623	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344749B	Billie H. Reece	Amoco Production Company	9/15/1983	609	629	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller

EXHIBIT A

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by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
4101220A	Sam N. Fachorn	MW Petroleum Corporation	2/8/1994	2086	193	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
4101482A	The Mary Bonano Estate	MW Petroleum Corporation	7/27/1995	2445	210	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344498	University National Bank	Amoco Production Company	11/26/1982	75	198	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller
4101192	Aman Hassan et ux	MW Petroleum Corporation	8/23/1993	1935	347	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller
3556596A	Ransom Dix et al	Amoco Production Company	12/12/1977	29	429	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3556596B	Lovie Dix	Amoco Production Company	9/1/1982	69	403	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, and, if any, INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3347042A	Vince Court et ux	James Worsham	12/9/1983	631	58	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
3347042B	Hillsman D Wilson, Individually and as Trustee of the Charitable Remainder Unitrust created in the Will of Mary C Wilson	James Worsham	12/9/1983	631	78	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3347042C	James O. Thomas Jr	James Worsham	12/9/1983	631	63	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
97373B	Sheila M. Habarta Revocable Trust, et al	Arrowhead Land Corp	1/12/2008	8435	191	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
97373A	Mitchell R. Hubecek	Arrowhead Land Corp	1/9/2008	8413	70	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller

All recording references set out above are to the Oil and Gas Records of Brazos County, Texas to which leases, any amendments thereto, ratifications thereof and the respective records thereof, reference is here made

EXHIBIT B

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016, by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

WELLS				
Property No.	**Well Name**	**API Number**	**County**	**State**
01907801	J Anthony #2H	4204132011	Brazos	Texas
01352401	Carrabba Brothers #1H	4204131081	Brazos	Texas
15685801	Leon Cash Unit #1	4204131046	Brazos	Texas
16017501	Vince Court Unit #1	4204131198	Brazos	Texas
16046101	Vince Court Unit A #1	4204131250	Brazos	Texas
01352901	Gifford-Hill Unit #2H	4204131227	Brazos	Texas
01353001	Gifford-Hill No. A-3	4204131258	Brazos	Texas
15609201	M S Kavanaugh Unit #1	4204130831	Brazos	Texas

Filed for Record in:
BRAZOS COUNTY

On: Jul 19,2016 at 12:44P

As a
Recordings

Document Number: 01270455

Amount 86.00

Receipt Number - 579857
By,
Debbie Baker

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Jul 19,2016

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

Doc 01270455 Bk OR Vol 13485 Pg 117

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):
Assignment Deed of Trust Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Brazos	13485	102	July 13, 2016

ASSIGNMENT FEE: $25 per State Lease (additional $25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest: Overriding Royalty Interest: Other (explain):

Remarks:
all right, title and interest in and to the lease
and land described on Exhibit A of the Assignment

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. Apache Corporation	Marlin Energy Resources, LLC			
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1.M-94873	Brazos				See Exhibit A of Assignment
2.					
3.					
4.					

Preparer's Signature

F. Michael Lipari
Name (please print)

mike.lipari@marlinenergy.net
E-Mail Address

337-769-4339
Telephone Number

Land Manager
Title

August 3, 2016
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Marlin Energy Resources, LLC
Company Name

3861 Ambassador Caffery Pkwy.
Mailing Address

Suite 600

Lafayette, Louisiana 70503
City/State/Zip

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed on the 13th day of July 2016, but effective as of 12:01 a.m. (Central time) on July 13, 2016 (the "**Effective Time**"), is between **APACHE CORPORATION**, a Delaware corporation, with offices at 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056 ("**Assignor**") and **MARLIN ENERGY RESOURCES, LLC**, with offices at 3861 Ambassador Caffery Parkway, Suite 600, Lafayette, Louisiana 70503 ("**Assignee**"). Assignor and Assignee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

Assignor, for Ten Dollars ($10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and subject to the terms stated herein, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee all of Assignor's right, title, and interest in and to the following (collectively, the "**Assets**"), except to the extent constituting Excluded Assets (as hereinafter defined):

(a) the oil and gas leases described in Exhibit A (the "**Leases**") and all existing and effective unitization, pooling, and communitization agreements, declarations and orders covering the Leases together with all other lands covered by such agreements, declarations and orders;

(b) all wells and wellbores located on the Leases, including without limitation, all oil and gas wells, salt water disposal wells, injection wells, and other wells located on the Leases, regardless of whether the oil and gas leases attributable to such wellbores remain in effect, in each case, whether producing, operating, plugged or unplugged, shut in, or permanently or temporarily abandoned (the "**Wells**"), including, without limitation, those identified on Exhibit B;

(c) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid which are produced from or attributable to the Wells with respect to all periods after the Effective Time ("**Hydrocarbons**");

(d) all of the facilities, pipelines, flowlines, equipment, inventory, personal property, fixtures and improvements appurtenant to, or used solely in connection with the ownership or operation of, the Leases, Wells, or Hydrocarbons (the "**Equipment**");

(e) all surface rights, rights of way, easements, servitudes, surface leases, surface use agreements, subsurface leases, permits, licenses, and similar rights and interests, to the extent that they are assignable or transferable and are appurtenant to, or used in connection with the ownership or operation of, the Leases, Wells, or

Equipment (the "**Easements**"), including, without limitation, those described in the PSA, as defined below;

(f) all agreements, contracts and contractual rights, obligations and interests INSOFAR ONLY as they cover and are attributable to the Leases, Wells, Hydrocarbons, and/or Easements, including without limitation confidentiality agreements, unit agreements, farmout agreements, farmin agreements, joint venture agreements, participation agreements, operating agreements and hydrocarbon sales, purchase, gathering, transportation, treating, marketing, exchange, processing and fractionating agreements including, but not limited to, those described in the PSA (the "**Contracts**");

(g) all other tangibles or other assets on or used in connection with the Leases, Wells, Hydrocarbons, Easements, and/or Contracts, including copies of all lease files, land files, well files, production and operation records, technical files, cores, physical samples or materials from wells or tests, division order files, abstracts, title opinions, regulatory files, health, safety and environmental files and contract files, insofar as they are related solely to the Leases, Wells, Hydrocarbons, Easements, or Contracts, whether imaged, physical, electronic, or digital (the "**Records**").

(h) proceeds of Hydrocarbons and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense as described in the PSA ("**Suspense Funds**") by Assignor as the operator of such Wells prior to the Effective Time; and

(i) all imbalances from Hydrocarbons existing as of the Effective Time as described in the PSA (the "**Imbalances**").

Notwithstanding the foregoing, the Assets shall not include, and there is EXCEPTED, RESERVED, and EXCLUDED herefrom (collectively, the "**Excluded Assets**"):

(a) all trade credits and all accounts, accounts receivable, checks, funds, promissory notes, instruments, and general intangibles (as those terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) all claims of Assignor for, and rights of Assignor to, refunds of or loss carryovers with respect to (i) any Taxes, as defined in the PSA, with respect to the Assets for any taxable year or period, or portion thereof, that ends prior to the Effective Time, (ii) any Taxes with respect to the Excluded Assets, or (iii) those other refunds, and rights to them, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any Hydrocarbon gathering or transportation agreement;

(c) all proceeds, income, royalties, or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time or (ii) any other Excluded Assets;

(d) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from the sale of those Hydrocarbons;

(e) all documents and instruments of Assignor (other than title opinions) (i) that may be protected by an attorney-client, work product, or other privilege; or (ii) prepared by or for counsel of Assignor;

(f) all (i) agreements and correspondence between Assignor or any of Assignor's Affiliates relating to the transactions contemplated in this Assignment; (ii) lists of prospective purchasers for those transactions compiled by Assignor or any of Assignor's Affiliates; (iii) bids submitted by other prospective purchasers of the Assets; (iv) analyses by Assignor or any of Assignor's Affiliates of any bids submitted by any prospective purchaser; (v) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective representatives, and any prospective purchaser other than Assignee; and (vi) correspondence between Assignor or any of Assignor's Affiliates or any of their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Assignment;

(g) all data and other information that may not be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements, even if such data or other information is inadvertently disclosed or provided to Assignee (in which case Assignee shall use commercially reasonable efforts to return such data or information to Assignor);

(h) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other specific items described in the PSA;

(i) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events related to, or damage to or destruction of, the Assets occurring prior to the Closing Date, as defined in PSA;

(j) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Closing Date;

(k) all books, records, and files that relate solely to the other specific items described in the PSA;

(l) any copies of Records retained by Assignor pursuant to the PSA;

(m) all of Assignor's geophysical and seismic records, data, and information, whether proprietary or licensed;

(n) All fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in

Hydrocarbons that are not derived from any leasehold interests in any of the Leases, Wells, or other Assets;

(o) the right to bill non-operating interest owners under joint operating agreements for (i) any operating expenses paid by Assignor with respect to periods prior to the Effective Time; and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to the Effective Time with respect to any Well that is operated by Assignor or any of its affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreements to collect such billings;

(p) any pipelines, fixtures, tanks, or equipment located on the Assets that belong to third parties (other than affiliates of Assignor), such as lessors or purchasers of Hydrocarbons; and

(q) any other items identified in the PSA.

TO HAVE AND TO HOLD all and singular the Assets together with all rights, titles, and interests thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

Assignor and Assignee agree that this Assignment is made subject to the terms and provisions of that certain unrecorded Purchase and Sale Agreement dated July 13, 2016, by and between Apache Corporation and Marlin Energy Resources, LLC (the "**PSA**"). In the event of conflict between the terms of this Assignment and those contained in the PSA, the terms and provisions of the PSA shall at all times and in all events prevail, control and govern between the Parties, with the non-conflicting terms and provisions continuing in full force and effect. The presence of a term or provision governing conduct in the PSA and the absence of a term or provision governing the same conduct in this Assignment shall not constitute a conflict between the agreements.

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the PSA.

This Assignment is made without warranty of title, whether express, implied, or statutory, and without any recourse against Assignor in the event of any failure of title.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS ASSIGNMENT, THAT MAY BE WAIVED BY ASSIGNEE. ASSIGNEE REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW

AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE TITLE, QUALITY, MERCHANTABILITY, OR FITNESS OF THE ASSETS FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE ASSETS "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PSA, ASSIGNOR SHALL INDEMNIFY AND HOLD ASSIGNEE HARMLESS FROM ANY AND ALL EXPENSES, DAMAGES, LIABILITIES, CLAIMS AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY ASSIGNOR OF THE PSA, THIS ASSIGNMENT OR ANY OF THE AGREEMENTS ENTERED INTO BY THE PARTIES IN CONNECTION WITH THE PSA OR THIS ASSIGNMENT.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PSA, ASSIGNEE SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM ANY AND ALL EXPENSES, DAMAGES, LIABILITIES, CLAIMS AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH (I) THE USE, OCCUPANCY, OWNERSHIP, OPERATION, MAINTENANCE, OR ABANDONMENT OF THE ASSETS, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE TIME, AND REGARDLESS OF WHETHER ARISING OR RESULTING SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ASSIGNOR OR OTHER PERSON, AND/OR (II) ANY BREACH BY ASSIGNEE OF THE PSA, THIS ASSIGNMENT OR ANY OF THE AGREEMENTS ENTERED INTO BY THE PARTIES IN CONNECTION WITH THE PSA OR THIS ASSIGNMENT. FROM AND AFTER THE EFFECTIVE TIME, ASSIGNEE ALSO SHALL COMPLY WITH ALL LAWS AND GOVERNMENTAL REGULATIONS WITH RESPECT TO EXPLORATION, OPERATION AND PRODUCTION OF OIL AND/OR GAS FROM THE ASSETS AND AGREES TO PLUG AND ABANDON ALL WELLS LOCATED ON THE ASSETS AND TO RESTORE THE SURFACE AND SUBSURFACE AS SPECIFIED IN THE LEASES, THE CONTRACTS, AND/OR AS REQUIRED BY APPLICABLE RULES, REGULATIONS OR LAWS.

EACH PARTY HERETO SHALL BE LIABLE FOR ITS OWN SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWSOEVER THE SAME MAY BE CAUSED AND EACH PARTY DOES HEREBY

WAIVE ANY RIGHTS THAT IT MAY HAVE TO SEEK ANY SUCH DAMAGES FROM THE OTHER PARTY.

Assignor and Assignee agree to execute and deliver to each other, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to effectively grant, convey and assign to Assignee the Assets.

Assignee agrees that this assignment is made subject to the terms and provisions of the Leases and all existing assignments and agreements relating thereto and subject further to all overriding royalties, production payment and all other burdens against the Leases as of the Effective Time.

This assignment and the leasehold interests herein assigned shall not be further assigned, either in whole or in part, without the prior written consent of Anadarko E&P Onshore, LLC and CWPLCO Inc., all as more fully set forth in that certain Farmout Agreement dated June 13, 1984, by and between Champlin Petroleum Company, et al and Producers Engineering Company, reference to which agreement is hereby made for all purposes.

This Assignment shall extend to, be binding upon, and inure to the benefit of Assignor and Assignee and their respective heirs, successors, representatives, and assigns.

This Assignment is governed by the laws of the State of Texas, excluding any choice of law rules that would direct application of the laws of another jurisdiction. For any dispute that may arise under this Assignment, including any claim of breach of this Assignment, the Parties hereby consent to the exclusive venue and jurisdiction of the state and federal courts sitting in Harris County, Texas.

This Assignment may be executed in any number of original signature counterparts, and all such counterparts shall constitute but one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart, portions of the exhibits attached hereto which describe Assets situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the following signature page on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

ASSIGNOR:

APACHE CORPORATION

By: C. R. Harden

SF Name: C. R. Harden

Title: Attorney-in-Fact

ASSIGNEE:

MARLIN ENERGY RESOURCES, LLC

By: F. Michael Lipari

Name: F. Michael Lipari

Title: Land Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 13 day of July 2016 by C.R. Harden as Attorney-in-Fact for **Apache Corporation**, a Delaware corporation, on behalf of said corporation.

JULIE WEAVER
Notary Public, State of Texas
Comm. Expires 06-30-2020
Notary ID 383151-7

WITNESS my hand and official seal.

Julie Weaver
Notary Public, State of Texas

STATE OF Louisiana §
PARISH §
~~COUNTY~~ OF LAFAYETTE §

The foregoing instrument was acknowledged before me this 15th day of July 2016 by F. MICHAEL LIPARI, as LAND MANAGER of MARLIN ENERGY RESOURCES, LLC, on behalf of said company.

WITNESS my hand and official seal.

Elizabeth G. Benoit
Notary Public, State of ~~Texas~~ LOUISIANA

Elizabeth G. Benoit
Notary ID 013244
My Commission Expires At Death

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016
by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
1502207	Barney C Cotrone et ux	William C Haverlah	6/24/1976	23	176	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502208	Bessie Orlando Cotrone	William C Haverlah	6/24/1976	23	234	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502209	David S. Carrabba et al	G S I, Inc.	12/6/1983	670	556	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502210	State of Texas M-95201	GSI Oil & Gas, Inc.	6/1/1993	1833	8	INSOFAR AS said lease covers lands within the aerial boundaries of the Carrabba Brothers Unit No. 1-H as described in Amended Unit Designation dated 6/4/1993 and recorded in Volume 1897 at Page 17, covering 177.86 acres in the W. Mathis Survey A-37, as to all depths owned by Seller
1502213A	Gifford-Hill, Inc.	Producers Engineering Company	8/3/1984	721	618	INSOFAR AS said lease covers lands within the aerial boundaries of the 80-acre proration unit for the Gifford-Hill "A" Well No. 3 in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502213B	Dorothy Varisco Donaho et al	Producers Engineering Company	9/5/1984	727	221	INSOFAR AS said lease covers lands within the aerial boundaries of the 80-acre proration unit for the Gifford-Hill "A" Well No. 3 in the Francisco Ruiz Survey A-48, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
1502211	Gifford Hill & Company, Inc.	Producers Engineering Company	1/17/1984	651	277	INSOFAR AS said lease covers lands within the aerial boundaries of the Gifford-Hill Unit No. 2-H as described in Declaration of Pooled Unit dated 1/29/1993 and recorded in Volume 1710 at Page 238, covering 320 acres in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502212	Lee J Fazzino et ux	W B Newberry	9/16/1976	24	211	INSOFAR AS said lease covers lands within the aerial boundaries of the Gifford-Hill Unit No. 2-H as described in Declaration of Pooled Unit dated 1/29/1993 and recorded in Volume 1710 at Page 238, covering 320 acres in the Francisco Ruiz Survey A-48, as to all depths owned by Seller
1502203	Vince Court et ux	William C. Haverlah	6/23/1976	23	225	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502204	First American Bank, Trustee et al	Cachara Oil & Gas Co.	2/3/1992	1431	219	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502205	Clarence Henry Maly et ux	Dynamic Production, Inc.	2/14/1992	1427	325	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
1502206	State of Texas M-94873	Dynamic Production, Inc.	3/17/1992	1452	54	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3344746	James M Johnson et ux	Amoco Production Company	9/13/1983	605	815	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908A	Pearl Dix Jenkins et al	Amoco Production Company	9/21/1983	611	602	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908B	Doris Dix et al	Amoco Production Company	9/21/1983	613	425	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908C	Blanche Dix et al	Amoco Production Company	9/21/1983	611	597	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
1501908D	Chanie Dix Jordan et al	Amoco Production Company	9/21/1983	611	607	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740A	Leon Cash et ux	David D. Limerick	7/26/1983	599	186	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740B	Frank Cunzalo	Amoco Production Company	9/7/1983	605	490	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3344740C	Lena Cunzalo et al	Amoco Production Company	9/7/1983	605	487	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344740D	Pete Cunzalo	Amoco Production Company	9/7/1983	605	493	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344741A	W H Ricketts et ux	David D. Limerick	7/28/1983	599	202	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344741B	Tony Varisco Jr et al	David D Limerick	8/5/1983	599	217	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
3344749A	Jerri Newson	Amoco Production Company	9/15/1983	608	623	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344749B	Billie H. Reece	Amoco Production Company	9/15/1983	609	629	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
4101220A	Sam N. Fachorn	MW Petroleum Corporation	2/8/1994	2086	193	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
4101482A	The Mary Bonano Estate	MW Petroleum Corporation	7/27/1995	2445	210	INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3344498	University National Bank	Amoco Production Company	11/26/1982	75	198	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller
4101192	Aman Hassan et ux	MW Petroleum Corporation	8/23/1993	1935	347	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller
3556596A	Ransom Dix et al	Amoco Production Company	12/12/1977	29	429	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3556596B	Lovie Dix	Amoco Production Company	9/1/1982	69	403	INSOFAR AS said lease covers lands within the aerial boundaries of the M. S. Kavanaugh Unit as described in Designation of Unit dated 2/16/1983 and recorded in Volume 566 at Page 129, covering 53.08 acres in the William Mathis Survey A-37, and, if any, INSOFAR AS said lease covers lands within the aerial boundaries of the Leon Cash Unit No. 1-H as described in Designation of Oil Unit dated 12/16/1983 and recorded in Volume 634 at Page 336, covering 63.87 acres in the Wm Matthis Survey A-37, as to all depths owned by Seller
3347042A	Vince Court et ux	James Worsham	12/9/1983	631	58	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
3347042B	Hillsman D Wilson, Individually and as Trustee of the Charitable Remainder Unitrust created in the Will of Mary C Wilson	James Worsham	12/9/1983	631	78	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller

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LEASES

				Recorded		
Lease No.	**Lessor**	**Lessee**	**Date**	**Book**	**Page**	**Description**
3347042C	James O. Thomas Jr	James Worsham	12/9/1983	631	63	INSOFAR AS said lease covers lands within the aerial boundaries of the Vince Court Unit No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 810, covering 176 acres in the William Mathis Survey A-37 and within the aerial boundaries of the Vince Court Unit "A" No. 1 as described in Designation of Unit dated 12/6/1984 and recorded in Volume 746 at Page 815 covering 160 acres in the William Mathis Survey A-37, the T. R. Moseley Survey A-183, the Isham J. Thompson Survey A-232 and the Griffin Bayne Survey A-70, as to all depths owned by Seller
97373B	Sheila M. Habarta Revocable Trust, et al	Arrowhead Land Corp	1/12/2008	8435	191	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller
97373A	Mitchell R. Hubecek	Arrowhead Land Corp	1/9/2008	8413	70	INSOFAR AS said lease covers lands within the aerial boundaries of the J. Anthony Unit No. 1-H as described in Declaration of Pooled Unit dated 4/27/1992 and recorded in Volume 1493 at Page 223, covering 150.431 acres in the H. D. Taylor Survey A-230 and the D. Harvey Survey A-125, as to all depths owned by Seller

All recording references set out above are to the Oil and Gas Records of Brazos County, Texas to which leases, any amendments thereto, ratifications thereof and the respective records thereof, reference is here made

EXHIBIT B

Attached to and made a part of that certain Assignment and Bill of Sale dated July 13, 2016, by and between Apache Corporation, as Assignor, and Marlin Energy Resources, LLC, as Assignee

WELLS				
Property No.	**Well Name**	**API Number**	**County**	**State**
01907801	J Anthony #2H	4204132011	Brazos	Texas
01352401	Carrabba Brothers #1H	4204131081	Brazos	Texas
15685801	Leon Cash Unit #1	4204131046	Brazos	Texas
16017501	Vince Court Unit #1	4204131198	Brazos	Texas
16046101	Vince Court Unit A #1	4204131250	Brazos	Texas
01352901	Gifford-Hill Unit #2H	4204131227	Brazos	Texas
01353001	Gifford-Hill No. A-3	4204131258	Brazos	Texas
15609201	M S Kavanaugh Unit #1	4204130831	Brazos	Texas

Doc 01270455 Bk Vol OR 13485 Pg 117

Filed for Record in:
BRAZOS COUNTY

On: Jul 19,2016 at 12:44P

As a
Recordings

Document Number: 01270455

Amount 86.00

Receipt Number - 579857
By:
Debbie Baker

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Jul 19,2016

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

(21)

File No. MF 094873

Assign ID # 9751

From Apache To Marlin

Date Filed: 8/26/16

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 19, 2017

Michael Elender
John L. Robertson Oil & Gas
500 Spring Hill Dr., Ste 130
Spring, TX 77386

RE: Assignment ID #10431 – MF094873, MF116815, MF116816 & MF116930
Brazos & Burleson Counties

Dear Ms. Elender:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment and Bill of Sale, effective June 1, 2017, from Marlin Energy Resources, LLC Assignor to Hawkwood Energy East Texas, LLC, Assignee's. Filed for record in Brazos County in Volume 14284 at Page 42 and Burleson County in Volume 1114 at Page 823.

Filing fees in the amount of $100.00 was received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

John L. Robertson
OIL & GAS

Michael R. Elender, CPL
500 Spring Hill Drive, Ste 130
Spring, Texas 77386
(409) 549-2793 Cell
email MRElender@gmail.com

October 2, 2017

State of Texas
General Land Office
c/o Carl Bonn
1700 N. Congress Ave.
Austin, TX 78701

ID 10431

Attn: Carl Bonn

RE: Brazos and Burleson County – Assignments

Mr. Bonn:

same

Enclosed please find 2 certified copies of Assignments of Leasehold Rights, Bill of Sale, and Conveyance, being 2 identical instruments filed in Brazos and Burleson Counties.

The assignment affects the following Mineral File numbers:

Mineral File	County Recording Reference
M-94873	Vol 1452/Pg 54
GLO UNIT 7010 (M-116815, M-116816, M-116930)	Vol 984/Pg 648 (Burl) - - - Vol 12461/Pg 208 (Brz)

Hawkwood Energy East Texas, LLC, is the Assignee in the attached Assignments covering land in the above captioned area. Enclosed is a check in the amount of **$100.00 ($25 per lease)** to cover the filing fees for these Assignments.

Please advise if you have any questions or comments.

Thank You,

Michael Elender

Enclosures:
-1 Check made out to the General Land Office State of Texas in the amounts of $100.00.

-Certified Copy of Assignment and Bill of Sale executed by MARLIN ENERGY RESOURCES, LLC *Brazos County
- Certified Copy of Assignment and Bill of Sale executed by MARLIN ENERGY RESOURCES, LLC *Burleson County

129

MRENERGY LLC
8345 GLEN ROSE CIR
BEAUMONT, TX 77713

18701692

1244

35-1054/1130
17367

DATE 10-2-17

CHECK ARMOR

PAY TO THE ORDER OF General Land Office - St. of TX $ 100.00

One Hundred & no/100 DOLLARS

Security Features Details on Back

BBVA Compass

Compass Bank
Odessa, TX

FOR Filing Fee M-94873, 116815 116816, 116930

MP

⑈001244⑈ [redacted]

10-9-17

ED 10431

Doc Bk Vol Pg
01309973 OR 14284 42

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas
Thereby certify, on 09-28-2017
County Clerk,
Brazos County, Texas

STATE OF TEXAS §
§
COUNTIES OF BRAZOS AND §
BURLESON §

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed on this 26th day of September, 2017 (the "**Execution Date**"), and effective as of 12:01 a.m. (Central time) on June 1, 2017 (the "**Effective Time**"), is between **MARLIN ENERGY RESOURCES, LLC**, a Delaware limited liability company, with offices at 3861 Ambassador Caffery Parkway, Suite 600, Lafayette, Louisiana 70503 ("**Assignor**"), and **HAWKWOOD ENERGY EAST TEXAS, LLC**, a Delaware limited liability company, with offices at 4582 South Ulster Street, Suite 500, Denver, Colorado 80237 ("**Assignee**"). Assignor and Assignee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

Assignor, for Ten Dollars ($10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and subject to the terms stated herein, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee, as of the Effective Time, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assets**"), except to the extent constituting Excluded Assets (as hereinafter defined):

(a) the oil and gas leases and subleases, or portions thereof, described in Exhibit A (the "**Leases**") and all existing and effective unitization, pooling, and communitization agreements, declarations and orders covering the Leases together with all other lands covered by such agreements, declarations and orders;

(b) all wells and wellbores located on the Leases, including without limitation, all oil and gas wells, salt water disposal wells, injection wells, and other wells located on the Leases, regardless of whether the oil and gas leases attributable to such wellbores remain in effect, in each case, whether producing, operating, plugged or unplugged, shut in, or permanently or temporarily abandoned (the "**Wells**"), including, without limitation, those identified on Exhibit B;

(c) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid, which are produced from or attributable to the Wells ("**Hydrocarbons**") with respect to all periods after the Effective Time;

(d) all of the facilities, pipelines, flowlines, equipment, machinery, inventory, personal and mixed property, fixtures and improvements appurtenant to, or used solely in connection with the ownership or operation of, the Leases, Wells, or Hydrocarbons (the "**Equipment**");

(e) all surface rights, rights of way, easements, servitudes, surface leases, surface use agreements, subsurface leases, permits, licenses, and similar rights

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NAI-1502972666v3

and interests, to the extent that they are assignable or transferable and are appurtenant to, or used in connection with the ownership or operation of, the Leases, Wells, or Equipment (the "**Easements**"), including, without limitation, those described on Exhibit C;

(f) all fee interests to the surface and in Hydrocarbons, including rights under grant deeds, mineral deeds, conveyances or assignments, as described on Exhibit A (collectively, the "**Fee Interests**");

(g) all agreements, contracts and contractual rights, obligations and interests INSOFAR ONLY as they cover and are attributable to the Leases, Wells, Hydrocarbons, and/or Easements, including without limitation confidentiality agreements, unit agreements, farmout agreements, farmin agreements, joint venture agreements, participation agreements, operating agreements, exploration agreements, area of mutual interest agreements, and data, information and other exchange agreements including, but not limited to, those described in Exhibit D (the "**Contracts**");

(h) existing pools or units which include all or a part of any Leases or include any Wells, including those pools or units associated with the Wells shown on Exhibit B (the "Units"), and including all interests of Assignor in the production of Hydrocarbons from any such Units, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease or Fee Interest, and all tenements, hereditaments and appurtenances belonging to the Leases, Fee Interests and Units;

(i) all other files, records, information, and data in Assignor's possession relating solely to the Leases, Wells, Hydrocarbons, Easements, and/or Contracts, including copies of all lease files, land files, well files, production and operation records, technical files, cores, physical samples or materials from wells or tests, division order files, abstracts, title opinions, regulatory files, health, safety and environmental files and contract files, insofar as they are related solely to the Leases, Wells, Hydrocarbons, Easements, or Contracts, whether imaged, physical, electronic, or digital (the "**Records**");

(j) proceeds of Hydrocarbons and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense as described in the PSA (as defined below) by Assignor prior to the Effective Time as set forth in Schedule 1.2(j) of the PSA ("**Suspense Funds**"); and

(k) all imbalances from Hydrocarbons existing as of the Effective Time set forth in Schedule 1.2(k) of the PSA (the "**Imbalances**").

Notwithstanding the foregoing, the Assets shall not include, and there is EXCEPTED, RESERVED, and EXCLUDED herefrom (collectively, the "**Excluded Assets**"):

(a) all trade credits and all accounts, accounts receivable, checks, funds, promissory notes, instruments, and general intangibles (as those terms are

defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) all claims of Assignor for, and rights of Assignor to, refunds of or loss carryovers with respect to (i) any Asset Taxes for any taxable year or period, or portion thereof, that ends prior to the Effective Time, (ii) any Taxes with respect to the Excluded Assets, or (iii) those other refunds, and rights to them, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any Hydrocarbon gathering or transportation agreement;

(c) all proceeds, income, royalties, or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time or (ii) any other Excluded Assets;

(d) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from the sale of those Hydrocarbons;

(e) all documents and instruments of Assignor (other than title opinions) (i) that are protected by an attorney-client, work product, or other privilege; or (ii) prepared by or for counsel of Assignor;

(f) all (i) agreements and correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, relating to the transactions contemplated in the PSA; (ii) lists of prospective purchasers for those transactions; (iii) bids submitted by other prospective purchasers of the Assets; (iv) analyses by or on behalf of Assignor or any of Assignor's Affiliates of any bids submitted by any prospective purchaser; (v) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, and any prospective purchaser other than Assignee; and (vi) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, with respect to any of the bids, the prospective purchasers, or the transactions contemplated by the PSA;

(g) all data and other information that may not be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements, even if such data or other information is inadvertently disclosed or provided to Assignee (in which case Assignee shall use commercially reasonable efforts to return such data or information to Assignor);

(h) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other specific items described in the PSA;

(i) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events related to, or damage to or destruction of, the Assets occurring prior to the Effective Time;

(j) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;

(k) all books, records, and files that relate solely to the other specific items described in the PSA;

(l) any copies of Records retained by Assignor pursuant to the PSA;

(m) all of Assignor's geophysical and seismic records, data, and information, if any, whether proprietary or licensed;

(n) all fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in Hydrocarbons that are not derived from any leasehold interests in any of the Leases, Wells, or other Assets;

(o) the right to bill non-operating interest owners under joint operating agreements for (i) any operating expenses paid by Assignor with respect to periods prior to the Effective Time; and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to the Effective Time with respect to any Well that is operated by Assignor or any of its Affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreements to collect such billings;

(p) any pipelines, fixtures, tanks, or equipment located on the Assets that belong to Third Parties, such as lessors or purchasers of Hydrocarbons;

(q) any Hydrocarbon sales, purchase, gathering, transportation, treating, marketing, exchange, processing, and fractionating agreements; and

(r) all other items identified on Schedule 1.3(r) of the PSA.

TO HAVE AND TO HOLD all and singular the Assets together with all rights, titles, and interests thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

Assignor and Assignee agree that this Assignment is made subject to the terms and provisions of that certain unrecorded Purchase and Sale Agreement dated as of the Execution Date, by and between Assignor and Assignee (the "**PSA**"). In the event of conflict between the terms of this Assignment and those contained in the PSA, the terms and provisions of the PSA

shall at all times and in all events prevail, control and govern between the Parties, with the non-conflicting terms and provisions continuing in full force and effect. The presence of a term or provision governing conduct in the PSA and the absence of a term or provision governing the same conduct in this Assignment shall not constitute a conflict between the agreements.

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the PSA.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND WITHOUT ANY RECOURSE AGAINST ASSIGNOR IN THE EVENT OF ANY FAILURE OF TITLE, EXCEPT THAT ASSIGNOR SHALL WARRANT AND AGREE TO DEFEND TITLE TO THE ASSETS AGAINST THE CLAIMS OF ALL PARTIES CLAIMING AN INTEREST THEREIN BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS ASSIGNMENT, THAT MAY BE WAIVED BY ASSIGNEE. ASSIGNEE REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE TITLE, QUALITY, MERCHANTABILITY, OR FITNESS OF THE ASSETS FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE ASSETS "AS IS," "WHERE IS," "WITH ALL FAULTS," IN PRESENT CONDITION AND STATE OF REPAIR.

SUBJECT TO ASSIGNEE'S INDEMNITY RIGHTS UNDER SECTION 5.5(A) OF THE PSA, ASSIGNEE EXPRESSLY AGREES TO ASSUME ALL RISK AND RESPONSIBILITY FOR AND AGREES TO PAY, PERFORM, FULFILL, AND DISCHARGE ALL CLAIMS, COSTS, EXPENSES, LIABILITIES, AND OBLIGATIONS ATTRIBUTABLE OR IN ANY WAY RELATING TO THE FOLLOWING (COLLECTIVELY, THE "ASSUMED OBLIGATIONS"): (A) THE OWNERSHIP, DEVELOPMENT, EXPLORATION, OPERATION, OR MAINTENANCE OF THE ASSETS REGARDLESS OF WHETHER ARISING OR OCCURRING PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME; AND (B) THE TIMELY PLUGGING AND ABANDONMENT OF ALL ASSETS, WELLS, AND WELLBORES TRANSFERRED

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10. P.J.

HEREBY AND ALL WELLS, WELLBORES OR CONDITIONS NOW OR HEREINAFTER RELATING TO THE ASSETS OR EXISTING ON THE LEASES OR LANDS POOLED OR UNITIZED THEREWITH, INCLUDING WITHOUT LIMITATION, ALL WELL PLUGGING, REPLUGGING AND/OR ABANDONMENT (INCLUDING PLUGGING AND ABANDONMENT RELATED TO THE CARRABBA AGREEMENT); FACILITY DISMANTLEMENT, REMOVAL AND/OR DECOMMISSIONING; PIPELINE AND FLOWLINE REMOVAL; REMEDIATION, BACKFILLING AND CLEANUP OF PITS AND TANKS; AND REMEDIATION, CLEANUP, DISMANTLEMENT AND REMOVAL OF ALL OTHER PROPERTY OF ANY KIND RELATED TO OR ASSOCIATED WITH ANY AND ALL OPERATIONS OR ACTIVITIES CONDUCTED ON THE ASSETS AT ANY TIME, REGARDLESS OF WHETHER ANY SUCH OBLIGATIONS AROSE PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME; LESS AND EXCEPT CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH RELATING TO THE ASSETS, TO THE EXTENT SUCH PERSONAL INJURY OR WRONGFUL DEATH OCCURS PRIOR TO THE EXECUTION DATE, PROVIDED THAT WRITTEN NOTICE OF SUCH CLAIM IS RECEIVED FROM A THIRD PARTY AND DELIVERED TO ASSIGNOR WITHIN ONE YEAR FROM THE EXECUTION DATE. THE ASSUMED OBLIGATIONS INCLUDE, AND SUBJECT TO ASSIGNEE'S INDEMNITY RIGHTS UNDER SECTION 5.5(A) OF THE PSA, ASSIGNEE, FROM AND AFTER THE CLOSING, ACCEPTS SOLE RESPONSIBILITY FOR AND AGREES TO PAY ANY AND ALL COSTS AND EXPENSES ARISING OUT OF ANY AND ALL ENVIRONMENTAL OR OTHER LAWS (INCLUDING, WITHOUT LIMITATION, ANY COMPLIANCE OR NON-COMPLIANCE THEREWITH, ANY ADVERSE ENVIRONMENTAL CONDITIONS, AND THE DISPOSAL, RELEASE, DISCHARGE, OR EMISSION OF HYDROCARBONS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES, OR POLLUTANTS INTO THE ENVIRONMENT), KNOWN OR UNKNOWN, WITH RESPECT TO THE ASSETS, REGARDLESS OF WHETHER SUCH OBLIGATIONS OR LIABILITIES AROSE PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME. ASSIGNEE EXPRESSLY AGREES TO ASSUME THE RISK THAT THE ASSETS MAY CONTAIN WASTE MATERIALS, INCLUDING, WITHOUT LIMITATION, NATURALLY OCCURRING RADIOACTIVE MATERIALS, HYDROCARBONS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES, OR OTHER POLLUTANTS. CONSISTENTLY WITH SECTION 5.9 OF THE PSA, ASSIGNOR SHALL RETAIN ANY AND ALL LIABILITY FOR UNCLAIMED PROPERTY OR ESCHEATED PROPERTY FOR WHICH THE DORMANCY PERIOD HAS EXPIRED AS OF THE EXECUTION DATE, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LIABILITY RELATED TO SUSPENSE FUNDS.

NO PARTY HERETO SHALL BE LIABLE TO ANY OTHER PARTY HERETO FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THE PSA OR THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED (IT BEING

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UNDERSTOOD THAT ANY AMOUNTS PAYABLE TO A THIRD PARTY ARE DIRECT DAMAGES).

Assignee shall, to the extent permitted by law, be fully substituted and subrogated to Assignor's rights in and to warranties given with respect to the Assets. Assignor hereby assigns and transfers to Assignee, its successors and assigns, to the extent transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets.

Assignor and Assignee agree to execute and deliver to each other, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to effectively grant, convey and assign to Assignee the Assets.

Assignee or Assignor may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

Assignee agrees that this Assignment is made subject to the terms and provisions of the Leases and all existing assignments and agreements relating thereto and subject further to all overriding royalties, production payment and all other burdens against the Leases as of the Effective Time.

This Assignment shall extend to, be binding upon, and inure to the benefit of Assignor and Assignee and their respective heirs, successors, representatives, and assigns.

Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

This Assignment is governed by the laws of the State of Texas, excluding any choice of law rules that would direct application of the laws of another jurisdiction. For any dispute that may arise under this Assignment, including any claim of breach of this Assignment, the Parties hereby consent to the exclusive venue and jurisdiction of the state and federal courts sitting in Harris County, Texas.

Exhibits referred to herein (excluding Exhibits to the PSA referred to herein) are hereby incorporated and made a part of this Assignment for all purposes by such reference.

This Assignment may be executed in any number of original signature counterparts, and all such counterparts shall constitute but one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart, portions of the exhibits attached hereto which describe

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Assets situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted.

[Signature Page Follows]

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517603 000028 19792582.2
NAI-1502972666v3

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the following signature page on the date of their respective acknowledgments set forth below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

MARLIN ENERGY RESOURCES, LLC

By: F. McLipari

Name: F. Michael Lipari
Title: Land Manager

STATE OF LOUISIANA §
§
PARISH OF LAFAYETTE §

The foregoing instrument was acknowledged before me this 22nd day of September, 2017, by F. Michael Lipari, as Land Manager of Marlin Energy Resources, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.

Elizabeth G. Benoit
Notary Public, State of Louisiana

ELIZABETH G. BENOIT
Notary Public
State of Louisiana
Parish of Lafayette
Notary ID # 013244
My Commission Expires At Death

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Karen McLucas
County Clerk,
Brazos County, Texas

Signature Page to Assignment and Bill of Sale

ASSIGNEE:

HAWKWOOD ENERGY EAST TEXAS, LLC

By:_____
Name: Peter Jeffe
Title: Senior Vice President
& Chief Commercial Officer

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 26th day of September, 2017 by Peter Jeffe, as Senior Vice President and Chief Commercial Officer for **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, on behalf of said company.

CYBEL M SWANEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044014481
MY COMMISSION EXPIRES APRIL 26, 2020

WITNESS my hand and official seal.

_____
Notary Public, State of Colorado

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Signature Page to Assignment and Bill of Sale

EXHIBIT "A"

Leases

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-2934-A	Brazos Farm, Ltd.	Marlin Energy Resources, LLC	7/2/2014	12119	210	Brazos (TX)
TX-2934-B	Franco da Conturbia, et ux	Marlin Energy Resources, LLC	7/2/2014	12150	199	Brazos (TX)
TX-2961-A	Thomas J. Larsen, et ux	Marlin Energy Resources, LLC	11/10/2014	12467	45	Brazos (TX)
TX-2977-A	Vince Court, et ux	James Worsham	10/11/1983	631	58	Brazos (TX)
TX-2978-A	James O. Thomas, Jr.	James Worsham	10/11/1983	631	63	Brazos (TX)
TX-2979-A	Hillsman D. Wilson, et al	James Worsham	10/11/1983	631	78	Brazos (TX)
TX-2985-A	Leon F. Cash, et ux	Marlin Energy Resources, LLC	2/10/2015	12553	150	Brazos (TX)
TX-3005-A	Calvin S. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	29	Brazos (TX)
TX-3005-B	Cheryl D. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	49	Brazos (TX)
TX-3005-C	Adrian W. Dix	Marlin Energy Resources, LLC	7/8/2015	13236	68	Brazos (TX)
TX-3005-D	Ruby Dix Robbins	Marlin Energy Resources, LLC	7/8/2015	13162	36	Brazos (TX)
TX-3005-E	Doris Dix Howard	Marlin Energy Resources, LLC	7/8/2015	13162	21	Brazos (TX)
TX-3005-F	Deborah Nelms	Marlin Energy Resources, LLC	7/8/2015	13162	23	Brazos (TX)
TX-3005-G	Louise Dix Lee	Marlin Energy Resources, LLC	7/8/2015	13162	47	Brazos (TX)
TX-3005-H	Alvin L. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	34	Brazos (TX)
TX-3005-I	Thelma Dix Foster	Marlin Energy Resources, LLC	7/8/2015	13162	43	Brazos (TX)
TX-3005-J	Gloria Dix Hammons	Marlin Energy Resources, LLC	7/8/2015	13162	27	Brazos (TX)
TX-3005-K	Daisy Dix	Marlin Energy Resources, LLC	7/8/2015	13236	72	Brazos (TX)
TX-3005-L	Sandra Nelms	Marlin Energy Resources, LLC	7/8/2015	13446	148	Brazos (TX)
TX-3005-M	Anita Dix McLaughlin	Marlin Energy Resources, LLC	7/8/2015	13162	40	Brazos (TX)
TX-3005-N	Richard H. Dix, Jr.	Marlin Energy Resources, LLC	7/8/2015	13162	38	Brazos (TX)
TX-3005-O	Michael L. Dix	Marlin Energy Resources, LLC	7/8/2015	14069	232	Brazos (TX)
TX-3005-P	Marilyn Dix	Marlin Energy Resources, LLC	7/8/2015	13162	25	Brazos (TX)

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Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3005-Q	Wade Eugene Dix	Marlin Energy Resources, LLC	7/8/2015	14271	214	Brazos (TX)
TX-3005-R	Catherine Nelms Hill a/k/a Katherine Hill	Marlin Energy Resources, LLC	7/8/2015	13195	126	Brazos (TX)
TX-3005-S	Qaasim An-Noor	Marlin Energy Resources, LLC	7/7/2015	13162	45	Brazos (TX)
TX-3005-T	Alva Nelms	Marlin Energy Resources, LLC	7/8/2015	13691	213	Brazos (TX)
TX-3005-U	Rosalynn E. McFadden	Marlin Energy Resources, LLC	7/8/2015	13249	294	Brazos (TX)
TX-3005-V	Curtis C. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	32	Brazos (TX)
TX-3006-A	Louis A. Marino, Jr.	Marlin Energy Resources, LLC	8/17/2015	13162	51	Brazos (TX)
TX-3006-B	Lisa Obeji	Marlin Energy Resources, LLC	8/17/2015	13162	53	Brazos (TX)
TX-3006-C	Laurence Marino	Marlin Energy Resources, LLC	8/17/2015	13236	70	Brazos (TX)
TX-3010-A	Martha Hanus Regmund	Marlin Energy Resources, LLC	11/18/2015	13153	225	Brazos (TX)
TX-3010-B	Robert Wayne Wilson	Marlin Energy Resources, LLC	11/18/2015	13153	226	Brazos (TX)
TX-3010-C	Kenneth Gene Wilson	Marlin Energy Resources, LLC	11/25/2015	13153	227	Brazos (TX)
TX-3010-D	Joe Douglas Wilson	Marlin Energy Resources, LLC	11/18/2015	13153	228	Brazos (TX)
TX-3010-E	Glenda Wilson O'Neal	Marlin Energy Resources, LLC	11/30/2015	13153	229	Brazos (TX)
TX-3010-F	Annette H. Sebesta	Marlin Energy Resources, LLC	11/19/2015	13153	230	Brazos (TX)
TX-3011	Bessie A. Krc	Marlin Energy Resources, LLC	11/19/2015	13153	231	Brazos (TX)
TX-3012	Daniel E. Krc, et ux	Marlin Energy Resources, LLC	11/19/2015	13153	232	Brazos (TX)
TX-3013-A	Clarence Henry Maly	Marlin Energy Resources, LLC	11/18/2015	13153	233	Brazos (TX)
TX-3013-B	Donald Maly	Marlin Energy Resources, LLC	11/24/2015	13153	234	Brazos (TX)
TX-3013-C	Janet Luza	Marlin Energy Resources, LLC	11/18/2015	13153	235	Brazos (TX)
TX-3013-D	Majortie Jean Mullens	Marlin Energy Resources, LLC	11/25/2015	13153	236	Brazos (TX)
TX-3014-A	Mildred Marie Marske	Marlin Energy Resources, LLC	11/18/2015	13153	237	Brazos (TX)
TX-3014-B	Tammy Kay Threadgill	Marlin Energy Resources, LLC	11/20/2015	13153	238	Brazos (TX)
TX-3015-A	Charles F. Cotrone	Marlin Energy Resources, LLC	7/8/2015	13637	88	Brazos (TX)
TX-3016-A	Pat Vance Fagan	Marlin Energy Resources, LLC	1/1/2016	13153	239	Brazos (TX)

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Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3017-A	Joseph Jerome Fagan, Jr.	Marlin Energy Resources, LLC	1/1/2016	13153	240	Brazos (TX)
TX-3020	Paul L. Dudake, et al	FlairTex Resources, Inc.	5/16/1995	2378	67	Brazos (TX)
TX-3021-A	Willie J. Kuder, et ux	J.D. Caver	10/6/1986	920	302	Brazos (TX)
TX-3021-B	The First National Bank of Bryan	Whitemorn Energy, Inc.	2/10/1987	950	550	Brazos (TX)
TX-3022	Billy F. Warren, et ux	FlairTex Resources, Inc.	8/2/1991	1343	167	Brazos (TX)
TX-3027-A	Mitchell R. Hubacek	Marlin Energy Resources, LLC	2/5/2016	13328	156	Brazos (TX)
TX-3027-B	Habarta Investments, Ltd.	Marlin Energy Resources, LLC	3/30/2016	13328	158	Brazos (TX)
TX-3027-C	John Terrence Habarta, et al	Marlin Energy Resources, LLC	3/30/2016	13328	161	Brazos (TX)
TX-3028	Frank L. Cash, Jr.	Marlin Energy Resources, LLC	2/19/2016	13328	144	Brazos (TX)
TX-3029-A	Clarence Henry Maly	Marlin Energy Resources, LLC	2/23/2016	13328	148	Brazos (TX)
TX-3029-B	Janet Luza	Marlin Energy Resources, LLC	2/23/2016	13328	152	Brazos (TX)
TX-3029-C	Donald Maly	Marlin Energy Resources, LLC	3/1/2016	13328	150	Brazos (TX)
TX-3029-D	Majortie Jean Mullens	Marlin Energy Resources, LLC	3/8/2016	13328	154	Brazos (TX)
TX-3030	Louise Wadsworth Revocable Living Trust	Marlin Energy Resources, LLC	3/8/2016	13328	146	Brazos (TX)
TX-3031	Betty Lee Canavespi Sprague	Marlin Energy Resources, LLC	3/11/2016	13328	142	Brazos (TX)
TX-3032	Vince Court, et ux	William C. Haverlah	6/23/1976	23	225	Brazos (TX)
TX-3033-A	Brazos Farm Ltd., et al	The Great Texas Petroleum Co., Inc. and Geofrak, Inc.	6/15/1984	696	767	Brazos (TX)
TX-3033-B	Alice S. Langford	Haber Oil Company, Inc.	2/6/1986	853	348	Brazos (TX)
TX-3034	Pauline Stratta	The 7711 Corporation	4/15/1997	2817	231	Brazos (TX)
TX-3035	Tony Varisco, Jr., et ux	The 7711 Corporation	4/15/1997	2849	89	Brazos (TX)
TX-3036	Lee J. Fazzino, et ux	The 7711 Corporation	7/27/1997	2905	201	Brazos (TX)
TX-3037	Karyn Lorraine Conde, et al	The 7711 Corporation	7/28/1997	2901	160	Brazos (TX)
TX-3038	Anthony Salvaggio, et ux	The 7711 Corporation	4/15/1997	2817	234	Brazos (TX)

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Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3039-A	Beverly Jean Kuder Hoke	Marlin Energy Resources, LLC	5/20/2016	13485	122	Brazos (TX)
TX-3039-B	Charles Larry Kuder	Marlin Energy Resources, LLC	5/20/2016	13485	120	Brazos (TX)
TX-3039-C	Johnnie Edward Kuder, Jr.	Marlin Energy Resources, LLC	5/20/2016	13485	118	Brazos (TX)
TX-3041	Robert Wayne Penicka, et al	Marlin Energy Resources, LLC	8/11/2016	13637	86	Brazos (TX)
TX-3042	Joe Dan Herman, et al	Marlin Energy Resources, LLC	8/22/2016	13637	83	Brazos (TX)
TX-3043-A	Charles F. Cotrone	Marlin Energy Resources, LLC	9/1/2016	13637	81	Brazos (TX)
TX-3044	Karen Lorraine Conde	Marlin Energy Resources, LLC	7/15/2016	13506	215	Brazos (TX)
TX-3046-A	Jerry L. Cotrone	Marlin Energy Resources, LLC	9/1/2016	13637	79	Brazos (TX)
TX-3047-A	Joe C Patranella and Josephine P. Patranella Family LP	Marlin Energy Resources, LLC	10/6/2016	13653	66	Brazos (TX)
TX-3048-A	Charles F. Cotrone	Marlin Energy Resources, LLC	10/10/2016	13794	289	Brazos (TX)
TX-3052	First American Bank, Trustee, et al	Cachara Oil and Gas Co.	2/3/1992	1431	219	Brazos (TX)
TX-3055	Clarence Henry Maly, et ux	Dynamic Production, Inc.	2/14/1992	1427	325	Brazos (TX)
TX-3056	Vince Court, et ux	William C. Haverlah	6/23/1976	23	225	Brazos (TX)
TX-3057	State of Texas, M-94873	Dynamic Production, Inc.	3/17/1992	1452	54	Brazos (TX)
TX-3058	Gifford-Hill & Company, Inc.	Producers Engineering	1/17/1984	651	277	Brazos (TX)
TX-3059	Lee J. Fazzino, et ux	W.B. Newberry	9/16/1976	24	211	Brazos (TX)
TX-3060-A	Gifford-Hill & Company, Inc.	Producers Engineering	8/3/1984	721	618	Brazos (TX)
TX-3060-B	Dorothy Varisco Donaho, et al	Producers Engineering	9/5/1984	727	221	Brazos (TX)
TX-3067-B	Aman Hassan, et ux	MW Petroleum Corporation	8/23/1993	1935	347	Brazos (TX)
TX-3068-A	Ransom Dix, et al	Amoco Production Company	12/12/1977	29	429	Brazos (TX)
TX-3068-B	Lovie Dix	Amoco Production Company	9/1/1982	69	403	Brazos (TX)

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 09-27-2017 gw
Karen McQueen
County Clerk,
Brazos County, Texas

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3069	James M. Johnson	Amoco Production Company	9/13/1983	605	815	Brazos (TX)
TX-3070-A	Pearl Dix Jenkins, et al	Amoco Production Company	9/21/1983	611	603	Brazos (TX)
TX-3070-B	Doris Dix, et al	Amoco Production Company	9/21/1983	613	425	Brazos (TX)
TX-3070-C	Blanche Dix, et al	Amoco Production Company	9/21/1983	611	597	Brazos (TX)
TX-3070-D	Chanie Dix Jordan	Amoco Production Company	9/21/1983	611	607	Brazos (TX)
TX-3071-A	W. H. Ricketts, et ux	David M. Limerick	7/28/1983	599	202	Brazos (TX)
TX-3072-A	Leon Cash, et ux	David M. Limerick	7/26/1983	599	186	Brazos (TX)
TX-3073-A	Frank Cunzalo	Amoco Production Company	9/7/1983	605	490	Brazos (TX)
TX-3073-B	Lena Cunzalo, et al	Amoco Production Company	9/7/1983	605	487	Brazos (TX)
TX-3073-C	Pete Cunzalu	Amoco Production Company	9/7/1983	605	493	Brazos (TX)
TX-3074-A	Jerri Newson	Amoco Production Company	9/15/1983	608	623	Brazos (TX)
TX-3074-B	Billie H. Reece	Amoco Production Company	9/15/1983	608	629	Brazos (TX)
TX-3075-A	Sam N. Fachorn	MW Petroleum Corporation	2/8/1994	2086	193	Brazos (TX)
TX-3075-B	Leonard Scarcella, Executor for The Estate of Mary Bonano, Deceased	MW Petroleum Corporation	7/27/1995	2445	210	Brazos (TX)
TX-3079-A	Joe C. Patranella and Josephine P. Patranella Family LP	Marlin Energy Resources, LLC	1/23/2017	13846	155	Brazos (TX)
TX-3079-B	Buckner Foundation	Marlin Energy Resources, LLC	2/6/2017	13865	112	Brazos (TX)
TX-3080	Buckner Foundation	Marlin Energy Resources, LLC	2/6/2017	13865	109	Brazos (TX)
TX-3083-A	Tony Varisco, Jr., et al	David M. Limerick	8/5/1983	599	217	Brazos (TX)
TX-3153	David S. Carrabba, et al	Marlin Energy Resources, LLC	4/7/2017	14027	19	Brazos (TX)
TX-3154-A	David S. Carrabba, et al	Marlin Energy Resources, LLC	4/7/2017	14027	23	Brazos (TX)
TX-GLO7010	State of TX, GLO Unit No. 7010 (M-116815, M-116816, M-116930)	Marlin Energy Resources, LLC	9/1/2014	984 12461	648 208	Brazos Burleson

EXHIBIT "B"

Wells

	Well Name	API Number	Operator	Status	County
1	Brazos Farm Ltd. #1H	4204132334	Marlin Energy Resources, LLC	Active	Brazos (TX)
2	Burgess-Melberg Unit #1H	4204131908	Marlin Energy Resources, LLC	Active	Brazos (TX)
3	J Anthony #2H	4204132011	Marlin Energy Resources, LLC	Active	Brazos (TX)
4	Carrabba Brothers #1H	4204131081	Marlin Energy Resources, LLC	Inactive	Brazos (TX)
5	Leon Cash Unit #1	4204131046	Marlin Energy Resources, LLC	Active	Brazos (TX)
6	Vince Court Unit #1	4204131198	Marlin Energy Resources, LLC	Active	Brazos (TX)
7	Vince Court Unit A #1	4204131250	Marlin Energy Resources, LLC	Active	Brazos (TX)
8	Gifford-Hill Unit #2H	4204131227	Marlin Energy Resources, LLC	Active	Brazos (TX)
9	Gifford-Hill No. A-3	4204131258	Marlin Energy Resources, LLC	Active	Brazos (TX)
10	M S Kavanaugh Unit #1	4204130831	Marlin Energy Resources, LLC	Active	Brazos (TX)

Water Wells

	Well Name	Location	Operator	County
1	Rig Supply Well for the Brazos Farm Ltd. #1H		Marlin Energy Resources, LLC	Brazos (TX)
2	Frac Supply Well for the Brazos Farm Ltd. #1H	Lat: N 30.632336 Long: W 96.518388	Marlin Energy Resources, LLC	Brazos (TX)
3	Frac Supply Well for the Brazos Farm Ltd. #1H	Lat: N 30.635515 Long: W 96.521286	Marlin Energy Resources, LLC	Brazos (TX)

EXHIBIT "C"

Easements

1. Pond Construction, Water Use and Right of Way Grant effective August 1, 2014 between Brazos Farm, Ltd, acting by and through its President, Stefano de Asarta, and its Secretary and Treasurer, Laura de Asarta, and Stefano de Asarta and Laura de Asarta, in their individual capacities and Marlin Energy Resources, LLC.

EXHIBIT "D"

Contracts

Joint Operating Agreement dated April 29, 1993, between Dynamic Production, Inc. and GSI Oil & Gas., et al (Carrabba Brothers #1H).

Farmout Agreement dated June 13, 1984, between Champlain Petroleum Company, et al and Producers Engineering Company (J. Anthony #2H).

Joint Operating Agreement dated December 31, 1991, between Cachara Oil & Gas, Inc. and Ruth Roberts, Trustee (J. Anthony #2H).

Joint Operating Agreement dated September 15, 1992, between Dynamic Production, Inc. and Union Pacific Resources Company (Gifford-Hill Unit #2H).

Joint Operating Agreement dated November 15, 1991, between Cachara Oil & Gas, Co. and Austin Resources Corp, et al (Gifford-Hill Unit #2H).

Operating Agreement dated August 1, 1997, between The 7711 Corporation and America West Energy & Exploration, Inc., et al (Burgess-Melberg Unit #1H).

Operating Agreement dated July 1, 2014, between Marlin Energy Resources, LLC, Anadarko E&P Onshore LLC and Apache Corporation, as amended (Brazos Farm Ltd. #1H Unit).

Memorandum of Operating Agreement and Financing Statement effective July 1, 2014 between Marlin Energy Resources, LLC and Anadarko E&P Onshore LLC, recorded in Volume 988, Page 215 of the Official Records of Burleson County, Texas and being recorded in Volume 12487, Page 128 of the Official Records of Brazos County, Texas (Brazos Farm Ltd. #1H Unit).

Pond Construction, Water Use and Right of Way Grant effective August 1, 2014 between Brazos Farm, Ltd, acting by and through its President, Stefano de Asarta, and its Secretary and Treasurer, Laura de Asarta, and Stefano de Asarta and Laura de Asarta, in their individual capacities and Marlin Energy Resources, LLC.

Farmout Agreement effective September 4, 2014, between Apache Corporation and Marlin Energy Resources, LLC (Brazos Farm Ltd. #1H Unit).

Amendment to Farmout Agreement dated February 10, 2015, between Apache Corporation and Marlin Energy Resources, LLC (Brazos Farm Ltd. #1H Unit).

Purchase and Sale Agreement effective July 13, 2016, between Apache Corporation and Marlin Energy Resources, LLC.

Release, Non-Compete and Indemnity Agreement dated October 4, 2016, between Marlin Energy Resources, LLC, West Texas Operating Company LLC dba Xtreme Energy Company and Home Petroleum Corporation (67.676 ac - V. Court #1).

Letter Agreement dated May 9, 2017, between Marlin Energy Resources, LLC and David S. Carrabba and Mark J. Carrabba (Carrabba Brothers #1H).

Filed for Record in:
BRAZOS COUNTY

On: Sep 27,2017 at 04:25P

As a
Recordings

Document Number: 01309973

Amount 98.00

Receipt Number - 613484
By,
Debbie Baker

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Sep 27,2017

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

COUNTY COURT OF BRAZOS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 09-27-2017

Karen McQueen
County Clerk,
Brazos County, Texas

ID 10431

Doc 00006442 Bk OR Vol 1114 Pg 823

ASSIGNMENT AND BILL OF SALE

MF 094873
116815
116816
116930
CH 6-1-17

STATE OF TEXAS §
§
COUNTIES OF BRAZOS AND §
BURLESON §

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed on this 26th day of September, 2017 (the "**Execution Date**"), and effective as of 12:01 a.m. (Central time) on June 1, 2017 (the "**Effective Time**"), is between **MARLIN ENERGY RESOURCES, LLC**, a Delaware limited liability company, with offices at 3861 Ambassador Caffery Parkway, Suite 600, Lafayette, Louisiana 70503 ("**Assignor**"), and **HAWKWOOD ENERGY EAST TEXAS, LLC**, a Delaware limited liability company, with offices at 4582 South Ulster Street, Suite 500, Denver, Colorado 80237 ("**Assignee**"). Assignor and Assignee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**". all

Assignor, for Ten Dollars ($10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and subject to the terms stated herein, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee, as of the Effective Time, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assets**"), except to the extent constituting Excluded Assets (as hereinafter defined):

(a) the oil and gas leases and subleases, or portions thereof, described in Exhibit A (the "**Leases**") and all existing and effective unitization, pooling, and communitization agreements, declarations and orders covering the Leases together with all other lands covered by such agreements, declarations and orders;

(b) all wells and wellbores located on the Leases, including without limitation, all oil and gas wells, salt water disposal wells, injection wells, and other wells located on the Leases, regardless of whether the oil and gas leases attributable to such wellbores remain in effect, in each case, whether producing, operating, plugged or unplugged, shut in, or permanently or temporarily abandoned (the "**Wells**"), including, without limitation, those identified on Exhibit B;

(c) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid, which are produced from or attributable to the Wells ("**Hydrocarbons**") with respect to all periods after the Effective Time;

(d) all of the facilities, pipelines, flowlines, equipment, machinery, inventory, personal and mixed property, fixtures and improvements appurtenant to, or used solely in connection with the ownership or operation of, the Leases, Wells, or Hydrocarbons (the "**Equipment**");

(e) all surface rights, rights of way, easements, servitudes, surface leases, surface use agreements, subsurface leases, permits, licenses, and similar rights

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STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2017
Anna L Schielack
County Clerk
Burleson County, Texas
By Deputy

and interests, to the extent that they are assignable or transferable and are appurtenant to, or used in connection with the ownership or operation of, the Leases, Wells, or Equipment (the "**Easements**"), including, without limitation, those described on Exhibit C;

(f) all fee interests to the surface and in Hydrocarbons, including rights under grant deeds, mineral deeds, conveyances or assignments, as described on Exhibit A (collectively, the "**Fee Interests**");

(g) all agreements, contracts and contractual rights, obligations and interests INSOFAR ONLY as they cover and are attributable to the Leases, Wells, Hydrocarbons, and/or Easements, including without limitation confidentiality agreements, unit agreements, farmout agreements, farmin agreements, joint venture agreements, participation agreements, operating agreements, exploration agreements, area of mutual interest agreements, and data, information and other exchange agreements including, but not limited to, those described in Exhibit D (the "**Contracts**");

(h) existing pools or units which include all or a part of any Leases or include any Wells, including those pools or units associated with the Wells shown on Exhibit B (the "Units"), and including all interests of Assignor in the production of Hydrocarbons from any such Units, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease or Fee Interest, and all tenements, hereditaments and appurtenances belonging to the Leases, Fee Interests and Units;

(i) all other files, records, information, and data in Assignor's possession relating solely to the Leases, Wells, Hydrocarbons, Easements, and/or Contracts, including copies of all lease files, land files, well files, production and operation records, technical files, cores, physical samples or materials from wells or tests, division order files, abstracts, title opinions, regulatory files, health, safety and environmental files and contract files, insofar as they are related solely to the Leases, Wells, Hydrocarbons, Easements, or Contracts, whether imaged, physical, electronic, or digital (the "**Records**");

(j) proceeds of Hydrocarbons and associated penalties and interest in respect of any of the Assets that are payable to third parties and are being held in suspense as described in the PSA (as defined below) by Assignor prior to the Effective Time as set forth in Schedule 1.2(j) of the PSA ("**Suspense Funds**"); and

(k) all imbalances from Hydrocarbons existing as of the Effective Time set forth in Schedule 1.2(k) of the PSA (the "**Imbalances**").

Notwithstanding the foregoing, the Assets shall not include, and there is EXCEPTED, RESERVED, and EXCLUDED herefrom (collectively, the "**Excluded Assets**"):

(a) all trade credits and all accounts, accounts receivable, checks, funds, promissory notes, instruments, and general intangibles (as those terms are

defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) all claims of Assignor for, and rights of Assignor to, refunds of or loss carryovers with respect to (i) any Asset Taxes for any taxable year or period, or portion thereof, that ends prior to the Effective Time, (ii) any Taxes with respect to the Excluded Assets, or (iii) those other refunds, and rights to them, for amounts paid in connection with the Assets and attributable to the period prior to the Effective Time, including refunds of amounts paid under any Hydrocarbon gathering or transportation agreement;

(c) all proceeds, income, royalties, or revenues (and any security or other deposits made) attributable to (i) the Assets for any period prior to the Effective Time or (ii) any other Excluded Assets;

(d) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from the sale of those Hydrocarbons;

(e) all documents and instruments of Assignor (other than title opinions) (i) that are protected by an attorney-client, work product, or other privilege; or (ii) prepared by or for counsel of Assignor;

(f) all (i) agreements and correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, relating to the transactions contemplated in the PSA; (ii) lists of prospective purchasers for those transactions; (iii) bids submitted by other prospective purchasers of the Assets; (iv) analyses by or on behalf of Assignor or any of Assignor's Affiliates of any bids submitted by any prospective purchaser; (v) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, and any prospective purchaser other than Assignee; and (vi) correspondence between Assignor or any of Assignor's Affiliates, or any of their respective members, managers, officers, employees or agents, with respect to any of the bids, the prospective purchasers, or the transactions contemplated by the PSA;

(g) all data and other information that may not be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements, even if such data or other information is inadvertently disclosed or provided to Assignee (in which case Assignee shall use commercially reasonable efforts to return such data or information to Assignor);

(h) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or to any of the other specific items described in the PSA;

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STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2017
Anna C Schielack
County Clerk
Burleson County, Texas
By _____ Deputy

(i) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events related to, or damage to or destruction of, the Assets occurring prior to the Effective Time;

(j) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;

(k) all books, records, and files that relate solely to the other specific items described in the PSA;

(l) any copies of Records retained by Assignor pursuant to the PSA;

(m) all of Assignor's geophysical and seismic records, data, and information, if any, whether proprietary or licensed;

(n) all fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in Hydrocarbons that are not derived from any leasehold interests in any of the Leases, Wells, or other Assets;

(o) the right to bill non-operating interest owners under joint operating agreements for (i) any operating expenses paid by Assignor with respect to periods prior to the Effective Time; and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to the Effective Time with respect to any Well that is operated by Assignor or any of its Affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreements to collect such billings;

(p) any pipelines, fixtures, tanks, or equipment located on the Assets that belong to Third Parties, such as lessors or purchasers of Hydrocarbons;

(q) any Hydrocarbon sales, purchase, gathering, transportation, treating, marketing, exchange, processing, and fractionating agreements; and

(r) all other items identified on Schedule 1.3(r) of the PSA.

TO HAVE AND TO HOLD all and singular the Assets together with all rights, titles, and interests thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

Assignor and Assignee agree that this Assignment is made subject to the terms and provisions of that certain unrecorded Purchase and Sale Agreement dated as of the Execution Date, by and between Assignor and Assignee (the "**PSA**"). In the event of conflict between the terms of this Assignment and those contained in the PSA, the terms and provisions of the PSA

shall at all times and in all events prevail, control and govern between the Parties, with the non-conflicting terms and provisions continuing in full force and effect. The presence of a term or provision governing conduct in the PSA and the absence of a term or provision governing the same conduct in this Assignment shall not constitute a conflict between the agreements.

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the PSA.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND WITHOUT ANY RECOURSE AGAINST ASSIGNOR IN THE EVENT OF ANY FAILURE OF TITLE, EXCEPT THAT ASSIGNOR SHALL WARRANT AND AGREE TO DEFEND TITLE TO THE ASSETS AGAINST THE CLAIMS OF ALL PARTIES CLAIMING AN INTEREST THEREIN BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS ASSIGNMENT, THAT MAY BE WAIVED BY ASSIGNEE. ASSIGNEE REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE TITLE, QUALITY, MERCHANTABILITY, OR FITNESS OF THE ASSETS FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE ASSETS "AS IS," "WHERE IS," "WITH ALL FAULTS," IN PRESENT CONDITION AND STATE OF REPAIR.

SUBJECT TO ASSIGNEE'S INDEMNITY RIGHTS UNDER SECTION 5.5(A) OF THE PSA, ASSIGNEE EXPRESSLY AGREES TO ASSUME ALL RISK AND RESPONSIBILITY FOR AND AGREES TO PAY, PERFORM, FULFILL, AND DISCHARGE ALL CLAIMS, COSTS, EXPENSES, LIABILITIES, AND OBLIGATIONS ATTRIBUTABLE OR IN ANY WAY RELATING TO THE FOLLOWING (COLLECTIVELY, THE "ASSUMED OBLIGATIONS"): (A) THE OWNERSHIP, DEVELOPMENT, EXPLORATION, OPERATION, OR MAINTENANCE OF THE ASSETS REGARDLESS OF WHETHER ARISING OR OCCURRING PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME; AND (B) THE TIMELY PLUGGING AND ABANDONMENT OF ALL ASSETS, WELLS, AND WELLBORES TRANSFERRED

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STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2017

Anna L Schielack
County Clerk
Burleson County, Texas

By Deputy

HEREBY AND ALL WELLS, WELLBORES OR CONDITIONS NOW OR HEREINAFTER RELATING TO THE ASSETS OR EXISTING ON THE LEASES OR LANDS POOLED OR UNITIZED THEREWITH, INCLUDING WITHOUT LIMITATION, ALL WELL PLUGGING, REPLUGGING AND/OR ABANDONMENT (INCLUDING PLUGGING AND ABANDONMENT RELATED TO THE CARRABBA AGREEMENT); FACILITY DISMANTLEMENT, REMOVAL AND/OR DECOMMISSIONING; PIPELINE AND FLOWLINE REMOVAL; REMEDIATION, BACKFILLING AND CLEANUP OF PITS AND TANKS; AND REMEDIATION, CLEANUP, DISMANTLEMENT AND REMOVAL OF ALL OTHER PROPERTY OF ANY KIND RELATED TO OR ASSOCIATED WITH ANY AND ALL OPERATIONS OR ACTIVITIES CONDUCTED ON THE ASSETS AT ANY TIME, REGARDLESS OF WHETHER ANY SUCH OBLIGATIONS AROSE PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME; LESS AND EXCEPT CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH RELATING TO THE ASSETS, TO THE EXTENT SUCH PERSONAL INJURY OR WRONGFUL DEATH OCCURS PRIOR TO THE EXECUTION DATE, PROVIDED THAT WRITTEN NOTICE OF SUCH CLAIM IS RECEIVED FROM A THIRD PARTY AND DELIVERED TO ASSIGNOR WITHIN ONE YEAR FROM THE EXECUTION DATE. THE ASSUMED OBLIGATIONS INCLUDE, AND SUBJECT TO ASSIGNEE'S INDEMNITY RIGHTS UNDER SECTION 5.5(A) OF THE PSA, ASSIGNEE, FROM AND AFTER THE CLOSING, ACCEPTS SOLE RESPONSIBILITY FOR AND AGREES TO PAY ANY AND ALL COSTS AND EXPENSES ARISING OUT OF ANY AND ALL ENVIRONMENTAL OR OTHER LAWS (INCLUDING, WITHOUT LIMITATION, ANY COMPLIANCE OR NON-COMPLIANCE THEREWITH, ANY ADVERSE ENVIRONMENTAL CONDITIONS, AND THE DISPOSAL, RELEASE, DISCHARGE, OR EMISSION OF HYDROCARBONS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES, OR POLLUTANTS INTO THE ENVIRONMENT), KNOWN OR UNKNOWN, WITH RESPECT TO THE ASSETS, REGARDLESS OF WHETHER SUCH OBLIGATIONS OR LIABILITIES AROSE PRIOR TO, ON, OR AFTER THE EFFECTIVE TIME. ASSIGNEE EXPRESSLY AGREES TO ASSUME THE RISK THAT THE ASSETS MAY CONTAIN WASTE MATERIALS, INCLUDING, WITHOUT LIMITATION, NATURALLY OCCURRING RADIOACTIVE MATERIALS, HYDROCARBONS, HAZARDOUS SUBSTANCES, HAZARDOUS WASTES, HAZARDOUS MATERIALS, SOLID WASTES, OR OTHER POLLUTANTS. CONSISTENTLY WITH SECTION 5.9 OF THE PSA, ASSIGNOR SHALL RETAIN ANY AND ALL LIABILITY FOR UNCLAIMED PROPERTY OR ESCHEATED PROPERTY FOR WHICH THE DORMANCY PERIOD HAS EXPIRED AS OF THE EXECUTION DATE, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LIABILITY RELATED TO SUSPENSE FUNDS.

NO PARTY HERETO SHALL BE LIABLE TO ANY OTHER PARTY HERETO FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THE PSA OR THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED (IT BEING

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STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2011

Anna L Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

UNDERSTOOD THAT ANY AMOUNTS PAYABLE TO A THIRD PARTY ARE DIRECT DAMAGES).

Assignee shall, to the extent permitted by law, be fully substituted and subrogated to Assignor's rights in and to warranties given with respect to the Assets. Assignor hereby assigns and transfers to Assignee, its successors and assigns, to the extent transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets.

Assignor and Assignee agree to execute and deliver to each other, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to effectively grant, convey and assign to Assignee the Assets.

Assignee or Assignor may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

Assignee agrees that this Assignment is made subject to the terms and provisions of the Leases and all existing assignments and agreements relating thereto and subject further to all overriding royalties, production payment and all other burdens against the Leases as of the Effective Time.

This Assignment shall extend to, be binding upon, and inure to the benefit of Assignor and Assignee and their respective heirs, successors, representatives, and assigns.

Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

This Assignment is governed by the laws of the State of Texas, excluding any choice of law rules that would direct application of the laws of another jurisdiction. For any dispute that may arise under this Assignment, including any claim of breach of this Assignment, the Parties hereby consent to the exclusive venue and jurisdiction of the state and federal courts sitting in Harris County, Texas.

Exhibits referred to herein (excluding Exhibits to the PSA referred to herein) are hereby incorporated and made a part of this Assignment for all purposes by such reference.

This Assignment may be executed in any number of original signature counterparts, and all such counterparts shall constitute but one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart, portions of the exhibits attached hereto which describe

Assets situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted.

[Signature Page Follows]

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STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the orginal on file and of record in my office.
Thereby, certified, on 7/28/2017

Anna L Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the following signature page on the date of their respective acknowledgments set forth below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

MARLIN ENERGY RESOURCES, LLC

By: _____

Name: F. Michael Lipari

Title: Land Manager

STATE OF LOUISIANA §

§

PARISH OF LAFAYETTE §

The foregoing instrument was acknowledged before me this 22nd day of September, 2017, by F. Michael Lipari, as Land Manager of Marlin Energy Resources, LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.

Notary Public, State of Louisiana

ELIZABETH G. BENOIT
Notary Public
State of Louisiana
Parish of Lafayette
Notary ID # 01324
My Commission Expires At Death

ELIZABETH G. BENOIT NOTARY PUBLIC LAFAYETTE PARISH, LOUISIANA

Signature Page to Assignment and Bill of Sale

STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2017

Anna L Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

ASSIGNEE:

HAWKWOOD ENERGY EAST TEXAS, LLC

By:_____
Name: Peter Jeffe
Title: Senior Vice President
& Chief Commercial Officer

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 26th day of September, 2017 by Peter Jeffe, as Senior Vice President and Chief Commercial Officer for **Hawkwood Energy East Texas, LLC**, a Delaware limited liability company, on behalf of said company.

CYBEL M SWANEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044014481
MY COMMISSION EXPIRES APRIL 26, 2020

WITNESS my hand and official seal.

_____
Notary Public, State of Colorado

Signature Page to Assignment and Bill of Sale

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the orginal on file and of record in my office.
Thereby, certified, on 9/28/2017
Anna L Schielack
County Clerk
Burleson County, Texas
By _____ Deputy

EXHIBIT "A"

Leases

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-2934-A	Brazos Farm, Ltd.	Marlin Energy Resources, LLC	7/2/2014	12119	210	Brazos (TX)
TX-2934-B	Franco da Conturbia, et ux	Marlin Energy Resources, LLC	7/2/2014	12150	199	Brazos (TX)
TX-2961-A	Thomas J. Larsen, et ux	Marlin Energy Resources, LLC	11/10/2014	12467	45	Brazos (TX)
TX-2977-A	Vince Court, et ux	James Worsham	10/11/1983	631	58	Brazos (TX)
TX-2978-A	James O. Thomas, Jr.	James Worsham	10/11/1983	631	63	Brazos (TX)
TX-2979-A	Hillsman D. Wilson, et al	James Worsham	10/11/1983	631	78	Brazos (TX)
TX-2985-A	Leon F. Cash, et ux	Marlin Energy Resources, LLC	2/10/2015	12553	150	Brazos (TX)
TX-3005-A	Calvin S. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	29	Brazos (TX)
TX-3005-B	Cheryl D. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	49	Brazos (TX)
TX-3005-C	Adrian W. Dix	Marlin Energy Resources, LLC	7/8/2015	13236	68	Brazos (TX)
TX-3005-D	Ruby Dix Robbins	Marlin Energy Resources, LLC	7/8/2015	13162	36	Brazos (TX)
TX-3005-E	Doris Dix Howard	Marlin Energy Resources, LLC	7/8/2015	13162	21	Brazos (TX)
TX-3005-F	Deborah Nelms	Marlin Energy Resources, LLC	7/8/2015	13162	23	Brazos (TX)
TX-3005-G	Louise Dix Lee	Marlin Energy Resources, LLC	7/8/2015	13162	47	Brazos (TX)
TX-3005-H	Alvin L. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	34	Brazos (TX)
TX-3005-I	Thelma Dix Foster	Marlin Energy Resources, LLC	7/8/2015	13162	43	Brazos (TX)
TX-3005-J	Gloria Dix Hammons	Marlin Energy Resources, LLC	7/8/2015	13162	27	Brazos (TX)
TX-3005-K	Daisy Dix	Marlin Energy Resources, LLC	7/8/2015	13236	72	Brazos (TX)
TX-3005-L	Sandra Nelms	Marlin Energy Resources, LLC	7/8/2015	13446	148	Brazos (TX)
TX-3005-M	Anita Dix McLaughlin	Marlin Energy Resources, LLC	7/8/2015	13162	40	Brazos (TX)
TX-3005-N	Richard H. Dix, Jr.	Marlin Energy Resources, LLC	7/8/2015	13162	38	Brazos (TX)
TX-3005-O	Michael L. Dix	Marlin Energy Resources, LLC	7/8/2015	14069	232	Brazos (TX)
TX-3005-P	Marilyn Dix	Marlin Energy Resources, LLC	7/8/2015	13162	25	Brazos (TX)

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3005-Q	Wade Eugene Dix	Marlin Energy Resources, LLC	7/8/2015	14271	214	Brazos (TX)
TX-3005-R	Catherine Nelms Hill a/k/a Katherine Hill	Marlin Energy Resources, LLC	7/8/2015	13195	126	Brazos (TX)
TX-3005-S	Qaasim An-Noor	Marlin Energy Resources, LLC	7/7/2015	13162	45	Brazos (TX)
TX-3005-T	Alva Nelms	Marlin Energy Resources, LLC	7/8/2015	13691	213	Brazos (TX)
TX-3005-U	Rosalynn E. McFadden	Marlin Energy Resources, LLC	7/8/2015	13249	294	Brazos (TX)
TX-3005-V	Curtis C. Dix	Marlin Energy Resources, LLC	7/8/2015	13162	32	Brazos (TX)
TX-3006-A	Louis A. Marino, Jr.	Marlin Energy Resources, LLC	8/17/2015	13162	51	Brazos (TX)
TX-3006-B	Lisa Obeji	Marlin Energy Resources, LLC	8/17/2015	13162	53	Brazos (TX)
TX-3006-C	Laurence Marino	Marlin Energy Resources, LLC	8/17/2015	13236	70	Brazos (TX)
TX-3010-A	Martha Hanus Regmund	Marlin Energy Resources, LLC	11/18/2015	13153	225	Brazos (TX)
TX-3010-B	Robert Wayne Wilson	Marlin Energy Resources, LLC	11/18/2015	13153	226	Brazos (TX)
TX-3010-C	Kenneth Gene Wilson	Marlin Energy Resources, LLC	11/25/2015	13153	227	Brazos (TX)
TX-3010-D	Joe Douglas Wilson	Marlin Energy Resources, LLC	11/18/2015	13153	228	Brazos (TX)
TX-3010-E	Glenda Wilson O'Neal	Marlin Energy Resources, LLC	11/30/2015	13153	229	Brazos (TX)
TX-3010-F	Annette H. Sebesta	Marlin Energy Resources, LLC	11/19/2015	13153	230	Brazos (TX)
TX-3011	Bessie A. Krc	Marlin Energy Resources, LLC	11/19/2015	13153	231	Brazos (TX)
TX-3012	Daniel E. Krc, et ux	Marlin Energy Resources, LLC	11/19/2015	13153	232	Brazos (TX)
TX-3013-A	Clarence Henry Maly	Marlin Energy Resources, LLC	11/18/2015	13153	233	Brazos (TX)
TX-3013-B	Donald Maly	Marlin Energy Resources, LLC	11/24/2015	13153	234	Brazos (TX)
TX-3013-C	Janet Luza	Marlin Energy Resources, LLC	11/18/2015	13153	235	Brazos (TX)
TX-3013-D	Majortie Jean Mullens	Marlin Energy Resources, LLC	11/25/2015	13153	236	Brazos (TX)
TX-3014-A	Mildred Marie Marske	Marlin Energy Resources, LLC	11/18/2015	13153	237	Brazos (TX)
TX-3014-B	Tammy Kay Threadgill	Marlin Energy Resources, LLC	11/20/2015	13153	238	Brazos (TX)
TX-3015-A	Charles F. Cotrone	Marlin Energy Resources, LLC	7/8/2015	13637	88	Brazos (TX)
TX-3016-A	Pat Vance Fagan	Marlin Energy Resources, LLC	1/1/2016	13153	239	Brazos (TX)

STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 7/28/2017

Anna L Schiolack
County Clerk
Burleson County, Texas

By _____ Deputy

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3017-A	Joseph Jerome Fagan, Jr.	Marlin Energy Resources, LLC	1/1/2016	13153	240	Brazos (TX)
TX-3020	Paul L. Dudake, et al	FlairTex Resources, Inc.	5/16/1995	2378	67	Brazos (TX)
TX-3021-A	Willie J. Kuder, et ux	J.D. Caver	10/6/1986	920	302	Brazos (TX)
TX-3021-B	The First National Bank of Bryan	Whitemorn Energy, Inc.	2/10/1987	950	550	Brazos (TX)
TX-3022	Billy F. Warren, et ux	FlairTex Resources, Inc.	8/2/1991	1343	167	Brazos (TX)
TX-3027-A	Mitchell R. Hubacek	Marlin Energy Resources, LLC	2/5/2016	13328	156	Brazos (TX)
TX-3027-B	Habarta Investments, Ltd.	Marlin Energy Resources, LLC	3/30/2016	13328	158	Brazos (TX)
TX-3027-C	John Terrence Habarta, et al	Marlin Energy Resources, LLC	3/30/2016	13328	161	Brazos (TX)
TX-3028	Frank L. Cash, Jr.	Marlin Energy Resources, LLC	2/19/2016	13328	144	Brazos (TX)
TX-3029-A	Clarence Henry Maly	Marlin Energy Resources, LLC	2/23/2016	13328	148	Brazos (TX)
TX-3029-B	Janet Luza	Marlin Energy Resources, LLC	2/23/2016	13328	152	Brazos (TX)
TX-3029-C	Donald Maly	Marlin Energy Resources, LLC	3/1/2016	13328	150	Brazos (TX)
TX-3029-D	Majortie Jean Mullens	Marlin Energy Resources, LLC	3/8/2016	13328	154	Brazos (TX)
TX-3030	Louise Wadsworth Revocable Living Trust	Marlin Energy Resources, LLC	3/8/2016	13328	146	Brazos (TX)
TX-3031	Betty Lee Canavespi Sprague	Marlin Energy Resources, LLC	3/11/2016	13328	142	Brazos (TX)
TX-3032	Vince Court, et ux	William C. Haverlah	6/23/1976	23	225	Brazos (TX)
TX-3033-A	Brazos Farm Ltd., et al	The Great Texas Petroleum Co., Inc. and Geofrak, Inc.	6/15/1984	696	767	Brazos (TX)
TX-3033-B	Alice S. Langford	Haber Oil Company, Inc.	2/6/1986	853	348	Brazos (TX)
TX-3034	Pauline Stratta	The 7711 Corporation	4/15/1997	2817	231	Brazos (TX)
TX-3035	Tony Varisco, Jr., et ux	The 7711 Corporation	4/15/1997	2849	89	Brazos (TX)
TX-3036	Lee J. Fazzino, et ux	The 7711 Corporation	7/27/1997	2905	201	Brazos (TX)
TX-3037	Karyn Lorraine Conde, et al	The 7711 Corporation	7/28/1997	2901	160	Brazos (TX)
TX-3038	Anthony Salvaggio, et ux	The 7711 Corporation	4/15/1997	2817	234	Brazos (TX)

STATE OF TEXAS
COUNTY OF BURLESON

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Anna L Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3039-A	Beverly Jean Kuder Hoke	Marlin Energy Resources, LLC	5/20/2016	13485	122	Brazos (TX)
TX-3039-B	Charles Larry Kuder	Marlin Energy Resources, LLC	5/20/2016	13485	120	Brazos (TX)
TX-3039-C	Johnnie Edward Kuder, Jr.	Marlin Energy Resources, LLC	5/20/2016	13485	118	Brazos (TX)
TX-3041	Robert Wayne Penicka, et al	Marlin Energy Resources, LLC	8/11/2016	13637	86	Brazos (TX)
TX-3042	Joe Dan Herman, et al	Marlin Energy Resources, LLC	8/22/2016	13637	83	Brazos (TX)
TX-3043-A	Charles F. Cotrone	Marlin Energy Resources, LLC	9/1/2016	13637	81	Brazos (TX)
TX-3044	Karen Lorraine Conde	Marlin Energy Resources, LLC	7/15/2016	13506	215	Brazos (TX)
TX-3046-A	Jerry L. Cotrone	Marlin Energy Resources, LLC	9/1/2016	13637	79	Brazos (TX)
TX-3047-A	Joe C Patranella and Josephine P. Patranella Family LP	Marlin Energy Resources, LLC	10/6/2016	13653	66	Brazos (TX)
TX-3048-A	Charles F. Cotrone	Marlin Energy Resources, LLC	10/10/2016	13794	289	Brazos (TX)
TX-3052	First American Bank, Trustee, et al	Cachara Oil and Gas Co.	2/3/1992	1431	219	Brazos (TX)
TX-3055	Clarence Henry Maly, et ux	Dynamic Production, Inc.	2/14/1992	1427	325	Brazos (TX)
TX-3056	Vince Court, et ux	William C. Haverlah	6/23/1976	23	225	Brazos (TX)
TX-3057	State of Texas, M-94873	Dynamic Production, Inc.	3/17/1992	1452	54	Brazos (TX)
TX-3058	Gifford-Hill & Company, Inc.	Producers Engineering	1/17/1984	651	277	Brazos (TX)
TX-3059	Lee J. Fazzino, et ux	W.B. Newberry	9/16/1976	24	211	Brazos (TX)
TX-3060-A	Gifford-Hill & Company, Inc.	Producers Engineering	8/3/1984	721	618	Brazos (TX)
TX-3060-B	Dorothy Varisco Donaho, et al	Producers Engineering	9/5/1984	727	221	Brazos (TX)
TX-3067-B	Aman Hassan, et ux	MW Petroleum Corporation	8/23/1993	1935	347	Brazos (TX)
TX-3068-A	Ransom Dix, et al	Amoco Production Company	12/12/1977	29	429	Brazos (TX)
TX-3068-B	Lovie Dix	Amoco Production Company	9/1/1982	69	403	Brazos (TX)

Marlin File Number	Lessor Name	Lessee Name	Lease Date	Book	Page	County
TX-3069	James M. Johnson	Amoco Production Company	9/13/1983	605	815	Brazos (TX)
TX-3070-A	Pearl Dix Jenkins, et al	Amoco Production Company	9/21/1983	611	603	Brazos (TX)
TX-3070-B	Doris Dix, et al	Amoco Production Company	9/21/1983	613	425	Brazos (TX)
TX-3070-C	Blanche Dix, et al	Amoco Production Company	9/21/1983	611	597	Brazos (TX)
TX-3070-D	Chanie Dix Jordan	Amoco Production Company	9/21/1983	611	607	Brazos (TX)
TX-3071-A	W. H. Ricketts, et ux	David M. Limerick	7/28/1983	599	202	Brazos (TX)
TX-3072-A	Leon Cash, et ux	David M. Limerick	7/26/1983	599	186	Brazos (TX)
TX-3073-A	Frank Cunzalo	Amoco Production Company	9/7/1983	605	490	Brazos (TX)
TX-3073-B	Lena Cunzalo, et al	Amoco Production Company	9/7/1983	605	487	Brazos (TX)
TX-3073-C	Pete Cunzalu	Amoco Production Company	9/7/1983	605	493	Brazos (TX)
TX-3074-A	Jerri Newson	Amoco Production Company	9/15/1983	608	623	Brazos (TX)
TX-3074-B	Billie H. Reece	Amoco Production Company	9/15/1983	608	629	Brazos (TX)
TX-3075-A	Sam N. Fachorn	MW Petroleum Corporation	2/8/1994	2086	193	Brazos (TX)
TX-3075-B	Leonard Scarcella, Executor for The Estate of Mary Bonano, Deceased	MW Petroleum Corporation	7/27/1995	2445	210	Brazos (TX)
TX-3079-A	Joe C. Patranella and Josephine P. Patranella Family LP	Marlin Energy Resources, LLC	1/23/2017	13846	155	Brazos (TX)
TX-3079-B	Buckner Foundation	Marlin Energy Resources, LLC	2/6/2017	13865	112	Brazos (TX)
TX-3080	Buckner Foundation	Marlin Energy Resources, LLC	2/6/2017	13865	109	Brazos (TX)
TX-3083-A	Tony Varisco, Jr., et al	David M. Limerick	8/5/1983	599	217	Brazos (TX)
TX-3153	David S. Carrabba, et al	Marlin Energy Resources, LLC	4/7/2017	14027	19	Brazos (TX)
TX-3154-A	David S. Carrabba, et al	Marlin Energy Resources, LLC	4/7/2017	14027	23	Brazos (TX)
TX-GLO7010	State of TX, GLO Unit No. 7010 (M-116815, M-116816, M-116930)	Marlin Energy Resources, LLC	9/1/2014	984 12461	648 208	Brazos Burleson

STATE OF TEXAS
COUNTY OF BURLESON

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Thereby, certified, on 9/28/2017

Anna L Schielack
County Clerk
Burleson County, Texas

By _____ Deputy

EXHIBIT "B"

Wells

	Well Name	API Number	Operator	Status	County
1	Brazos Farm Ltd. #1H	4204132334	Marlin Energy Resources, LLC	Active	Brazos (TX)
2	Burgess-Melberg Unit #1H	4204131908	Marlin Energy Resources, LLC	Active	Brazos (TX)
3	J Anthony #2H	4204132011	Marlin Energy Resources, LLC	Active	Brazos (TX)
4	Carrabba Brothers #1H	4204131081	Marlin Energy Resources, LLC	Inactive	Brazos (TX)
5	Leon Cash Unit #1	4204131046	Marlin Energy Resources, LLC	Active	Brazos (TX)
6	Vince Court Unit #1	4204131198	Marlin Energy Resources, LLC	Active	Brazos (TX)
7	Vince Court Unit A #1	4204131250	Marlin Energy Resources, LLC	Active	Brazos (TX)
8	Gifford-Hill Unit #2H	4204131227	Marlin Energy Resources, LLC	Active	Brazos (TX)
9	Gifford-Hill No. A-3	4204131258	Marlin Energy Resources, LLC	Active	Brazos (TX)
10	M S Kavanaugh Unit #1	4204130831	Marlin Energy Resources, LLC	Active	Brazos (TX)

Water Wells

	Well Name	Location	Operator	County
1	Rig Supply Well for the Brazos Farm Ltd. #1H		Marlin Energy Resources, LLC	Brazos (TX)
2	Frac Supply Well for the Brazos Farm Ltd. #1H	Lat: N 30.632336 Long: W 96.518388	Marlin Energy Resources, LLC	Brazos (TX)
3	Frac Supply Well for the Brazos Farm Ltd. #1H	Lat: N 30.635515 Long: W 96.521286	Marlin Energy Resources, LLC	Brazos (TX)

EXHIBIT "C"

Easements

1. Pond Construction, Water Use and Right of Way Grant effective August 1, 2014 between Brazos Farm, Ltd, acting by and through its President, Stefano de Asarta, and its Secretary and Treasurer, Laura de Asarta, and Stefano de Asarta and Laura de Asarta, in their individual capacities and Marlin Energy Resources, LLC.

EXHIBIT "D"

Contracts

Joint Operating Agreement dated April 29, 1993, between Dynamic Production, Inc. and GSI Oil & Gas., et al (Carrabba Brothers #1H).

Farmout Agreement dated June 13, 1984, between Champlain Petroleum Company, et al and Producers Engineering Company (J. Anthony #2H).

Joint Operating Agreement dated December 31, 1991, between Cachara Oil & Gas, Inc. and Ruth Roberts, Trustee (J. Anthony #2H).

Joint Operating Agreement dated September 15, 1992, between Dynamic Production, Inc. and Union Pacific Resources Company (Gifford-Hill Unit #2H).

Joint Operating Agreement dated November 15, 1991, between Cachara Oil & Gas, Co. and Austin Resources Corp, et al (Gifford-Hill Unit #2H).

Operating Agreement dated August 1, 1997, between The 7711 Corporation and America West Energy & Exploration, Inc., et al (Burgess-Melberg Unit #1H).

Operating Agreement dated July 1, 2014, between Marlin Energy Resources, LLC, Anadarko E&P Onshore LLC and Apache Corporation, as amended (Brazos Farm Ltd. #1H Unit).

Memorandum of Operating Agreement and Financing Statement effective July 1, 2014 between Marlin Energy Resources, LLC and Anadarko E&P Onshore LLC, recorded in Volume 988, Page 215 of the Official Records of Burleson County, Texas and being recorded in Volume 12487, Page 128 of the Official Records of Brazos County, Texas (Brazos Farm Ltd. #1H Unit).

Pond Construction, Water Use and Right of Way Grant effective August 1, 2014 between Brazos Farm, Ltd, acting by and through its President, Stefano de Asarta, and its Secretary and Treasurer, Laura de Asarta, and Stefano de Asarta and Laura de Asarta, in their individual capacities and Marlin Energy Resources, LLC.

Farmout Agreement effective September 4, 2014, between Apache Corporation and Marlin Energy Resources, LLC (Brazos Farm Ltd. #1H Unit).

Amendment to Farmout Agreement dated February 10, 2015, between Apache Corporation and Marlin Energy Resources, LLC (Brazos Farm Ltd. #1H Unit).

Purchase and Sale Agreement effective July 13, 2016, between Apache Corporation and Marlin Energy Resources, LLC.

Release, Non-Compete and Indemnity Agreement dated October 4, 2016, between Marlin Energy Resources, LLC, West Texas Operating Company LLC dba Xtreme Energy Company and Home Petroleum Corporation (67.676 ac - V. Court #1).

Letter Agreement dated May 9, 2017, between Marlin Energy Resources, LLC and David S. Carrabba and Mark J. Carrabba (Carrabba Brothers #1H).

Filed for Record in:
Burleson County

On: Sep 27,2017 at 03:04P

As an Official Public Records

Document Number: 00006442

Amount 98.00

Receipt Number - 117771
By,
Rachel Evans

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.

Sep 27,2017

Anna L. Schielack
Burleson County Clerk

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the orginal on file and of record in my office.
Thereby, certified, on 9/28/2017
Anna L Schielack
County Clerk
Burleson County, Texas
By Deputy

22

File No. MF094873

Assign # 10431

Merlin to Hawkwood

Date Filed: 10-19-17

George P. Bush, Commissioner

By CB

Unit 2098
M-094873
42-041-32011

RRC ONLINE SYSTEM

Oil & Gas Production Data Query

Production Data FAQs PDQ Help

General Production Query **Specific Lease Query**

Specific Lease Query Results

Query Path: Search Criteria > District 03, Lease: J. ANTHONY UNIT

Date Range: Sep 2021 to Sep 2023 Submit

Related Links
O&G Directory
O&G Proration Schedule
Offshore County Map

View by: **Production and Total Disposition** Disposition Details County Production

Lease Name: J. ANTHONY UNIT, Lease No: 25305
District 03
Lease Production and Disposition
Sept 2021 - Sept 2023

View Page By Page

Date	OIL (BBL)		Casinghead(MCF)		Operator Name	Operator No.	Field Name	Field No.
	Production	Disposition	Production	Disposition				
Sep 2021	0	153	0	0	HAWKWOOD ENERGY OPERATING, LLC	367676	GIDDINGS (BUDA)	34733600
Oct 2021	0	0	0	0				
Nov 2021	0	0	0	0				
Dec 2021	15	0	0	0				
Jan 2022	0	0	0	0	90 day cessation			
Feb 2022	0	0	0	0				
Mar 2022	0	0	0	0				
Apr 2022	0	0	0	0	WILDFIRE ENERGY OPERATING LLC	923444		
May 2022	0	0	0	0	terminated 4/2022			
Jun 2022	0	0	0	0				
Jul 2022	0	0	0	0				
Aug 2022	0	0	0	0				
Sep 2022	0	0	0	0				
Oct 2022	0	0	0	0				
Nov 2022	0	0	0	0				
Dec 2022	0	0	0	0				
Jan 2023	0	0	0	0				
Feb 2023	0	0	0	0				
Mar 2023	0	0	0	0				
Apr 2023	0	0	0	0				
May 2023	0	0	0	0				
Jun 2023	0	0	0	0				
Jul 2023	0	0	0	0				
Aug 2023	NO RPT	NO RPT	NO RPT	NO RPT				

Sep 2023	NO RPT	NO RPT	NO RPT	NO RPT				
Total	15	153	0	0				

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File No. MF094873

Brazos County

Termination info

Date Filed: 10/27/23

Commissioner Dawn Buckingham, M.D.

By: MB Barnstone