

~~7625~~  
Unit 11359  
Unit 15019

Lease Type	Control	Basefile	County
HROW 65 [Cou	65-900216		BRAZOS
	Survey	Brazos County Roads	
	Block		
	Block Name		
	Township		
	Section/Tract		
	Land Part	Sims Lane	
	Acres	Net: 1.930000 Gross: 1.930000	
	Depth Below	Depth Above	Depth Other
			Allow All Depths
	Name	UNION PACIFIC RESOURCES	
	Lease Date	11/3/1992	
	Primary Term	3 years	
	Bonus	\$48.25	
	Lease Royalty	0.25000000	
	Paid Up	NA	

Leasing: \_\_\_\_\_  
Maps: \_\_\_\_\_  
GIS: \_\_\_\_\_  
Scanlab: \_\_\_\_\_



**CAUTION**

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

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

Thank you for your assistance.

*Archives and Records Staff*



HIGHWAY RIGHT OF WAY M-95170 Paid-Up

COUNTY (CODE) : BRAZOS (21)  
SURVEY : E.W. Taylor  
BLOCK : A-231  
TOWNSHIP :  
SECTION :  
PART : Sims Lane  
ACRES : 1.93  
DEPTH LIMITS : none  
BASE FILE (S) : 56-02997-3  
CONTROL NO. (S) :

LESSEE : UPRC  
DATE : 11-3-92  
PRIMARY TERM : 3 yr  
BONUS : 48.25 (25.00 per acre)  
ROYALTY : 1/4  
RENTALS : 5.00 per ac.

MS  
AK  
A  
ZG

# Highway Right-of-Way

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15007 "Porterfield A HE"			

# The State of Texas



Austin, Texas

## PAID-UP

OIL AND GAS LEASE NO. M-95170  
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 Union Pacific Resources Company, whose address is P.O. 7, Fort Worth, Texas 76101-0007, hereinafter called "Lessee".

41000031777

1. Lessor, in consideration of Forty Eight and 25/100 Dollars (\$48.25), 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:

1.93 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 1.93 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 three (3) years from November 3, 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 \$9.65. 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 \$19.30, 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.

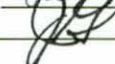
IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of November 3, 1992.

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

Approved:

Energy: RH

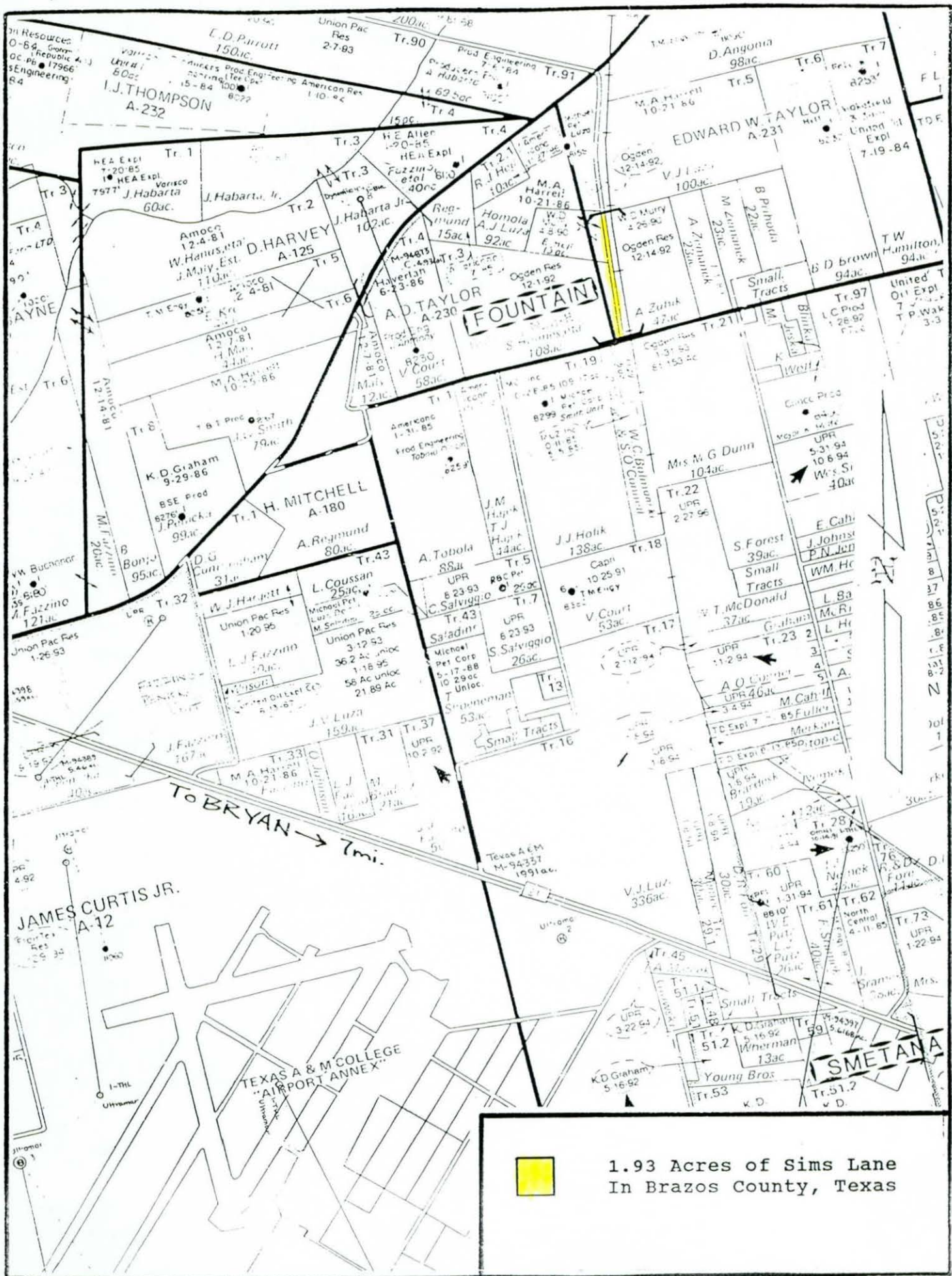
Legal (Form): 


Executive: 



### Tract Description

Being 1.93 acres of land located in the E. W. Taylor Survey, A- 231, Brazos County, Texas. More fully described in a Warranty Deed, dated May 23, 1917, from W. A. Blume, J. A. Blume, and Willie Blume to Brazos County (J. T. Maloney County Judge), recorded in Vol. 40, Pg. 317 of the Deed Records of Brazos County for the purpose of road way construction.




 1.93 Acres of Sims Lane  
 In Brazos County, Texas

File No. MF 95170

Lease

Date Filed: 11/3/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

MA5170  
Lease  
11.3.92

①

10.19.92  
89322  
\$100.00 Process fee

11.07.92	
14419	
Bonus	48.25
Rental	14.30
Sales fee	5.70
	<hr/>
	73.25

GENERAL LAND OFFICE

GARRY MAURO  
COMMISSIONER

MEMORANDUM

---

DATE: October 28, 1992

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Union Pacific Resources Company

REFERENCE: Being 1.93 acres, more or less, of Sims Lane, situated in the E. W. Taylor Survey A-231, in Brazos County, Texas

The following terms were provide for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$25.00	\$0.00
Royalty:	1/4	1/6
Delay Rental:	\$ 5.00 (paid-up)	\$5.00
Primary Term:	3 year	3 year

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

Bonus/Acre:	\$25.00 per acre
Royalty:	1/4 royalty
Delay Rental:	\$5.00 per acre (paid-up)
Primary Term:	3 year

Union Pacific Resources Company 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 1.93 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.

File No. MF-95170

Memo

Date Filed: 10/28/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

M-95170

Memo

(2)

Highway Lease Applicant

Name of Lease Applicant: UPRC by Bob Bank

County & Tract Description:

Brazos Co. 1.93 ac

Date Sent to Highway Department:

Check List:

- Letter of Application and plat OK
- Names and addresses of adjacent mineral owners UPRC
- Affidavit of non-production within 2500 feet UPRC
- \$100 processing fee
- Written waiver of statutory notice OK - coming
- Certified copy/copies of adjacent lease/leases
- Notarized affidavit of consideration paid
- Title Opinion Need - coming
- Is the right-of-way on Relinquishment Act Land no

Remarks:

11-95-110

Lessee note  
11-3-92

Date Appeared Before SLB:

Approved:

Disapproved:

Problems:

H+L

Bonus	25.00	48.25
Roy	16 - 1/4	
Ten	3yr	19.30
Rental	5.00	<u>\$68.27</u>

Railroad Lease

Date Lease Issued:

Shut in 500

- ~~Copy~~
- ~~Copy sent~~
- ~~All copies to zoning~~
- Doing in house
- Have issue on map

ck. for 73.25  
4.98 surplus

\* (road is 4ac total only want 1.93 ac)

File No. MF-95170

M-95170

(3)

worksheet

Worksheet

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

Cash  
Check  
Money Order  
Cashier's Check  
Draft

AMOUNT ~~100.00~~  
93009322

REGISTER #

FOR highway fee

MAIL CODE

170/g

DELIVER TO

Robert Hatter

NAME

J. Robert Baur

ADDRESS

3701 Kirby  
Suite 816  
Houston TX 77098

OCT 19 12

UNITES

File No. MF-95170

M-95170

(4)

Process fee Recieved

Process fee  
10-19-92

Date Filed: 10/19/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_



*Jim Brandt & Associates, Inc.*

*2110 Morton League  
Richmond, Texas 77469  
(713) 342-7125*

October 16, 1992

General Land Office  
Lease Administration  
1700 N. Congress Avenue Room 640  
Austin, Texas 78701

Attention: Mr. Robert Hatter

Gentlemen;

This to evidence our proposal to lease for Oil & Gas, 1.93 acres shown as Tracts 10 and 11 on the enclosed Well Location Plat. These tracts were conveyed to the County of Brazos under a General Warranty Deed for road purposes. I am representing Union Pacific Resources Company and our proposal to lease is as follows:

Bonus \$25.00 per acre

Royalty 1/6th

Term 3 years

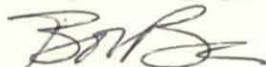
This lease is to be included in a unit for horizontal drilling.

Also enclosed are:

1. Copy of Warranty Deed into Brazos County.
2. A map showing the acreage to be leased.
3. Union Pacific Resources Company owns leases on all minerals adjacent to the subject tract. Their address is, P. O. Box 7, Ft. Worth, Tx 76101-0007.
4. Our sight draft in the amount of \$100.00 payable to the General Land Office as processing fee.

If additional information is required, please advise.

Very truly yours,



Bob Baur

(409) 693-7500 (Room 224)

File No. MF-95170

M-95170

(5)

Ltr from UPRC

L+R.

10-16-92

Date Filed: 10/16/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

*Jim Brandt & Associates, Inc.*

*2110 Morton League  
Richmond, Texas 77469  
(713) 342-7125*

VIA FEDERAL EXPRESS

October 21, 1992

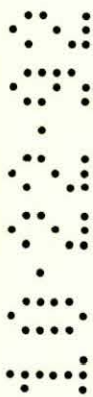
Mr. Robert Hatter  
General Land Office  
Lease Administration  
1700 N. Congress Ave., Room 640  
Austin, TX 78701

Re: Oil and Gas Lease, 1.93 acres, E.W. Taylor Survey A-231, Brazos County, Texas, Union Pacific Resources Company, Zubik/Smith Unit.

Dear Mr. Hatter:

Pursuant to our conversation last Friday, I have enclosed herewith the following for your review regarding our request to lease the above mentioned tract of land.

1. Certified Copy of the Oil, Gas and Mineral Lease from Bessie Hejl to Ogden Resources Corporation, tract 9 on our proposed plat of the Zubik/Smith Unit.
2. Certified Copy of the Oil, Gas and Mineral Lease from Sylvia H. Holmes and husband G.B. Holmes to Ogden Resources Corporation, tract 10 on our proposed plat of the Zubik/Smith Unit.
3. Certified Copy of the Oil, Gas and Mineral Lease from Jerome Zubik and wife Ann Zubik to Ogden Resources Corporation, tract 1 on our proposed plat of the Zubik/Smith Unit.
4. Certified Copy of the Assignment of Oil, Gas and Mineral Leases from Ogden Resources Corporation to Union Pacific Resources Company, covering leases 1 thru 3 above and other tracts.
5. Certified Copy of the Correction Assignment of Oil, Gas and Mineral Leases from Ogden Resources Corporation to Union Pacific Resources Company, covering leases 1 thru 3 above and other tracts.
6. Certified Copy of the Oil and Gas Lease from Missouri Pacific Railroad Company to Union Pacific Resources Company, tract 3 and 4 on our proposed plat of the Zubik/Smith Unit.



7. Affidavit of Fact executed by Robert N. Koelbl, Vice President and Land Manager of Ogden Resources Corporation regarding the bonus paid on leases 1 thru 3 above.

The oil and gas lease from Missouri Pacific Railroad Company to Union Pacific Resources Company was a free lease, no bonus was paid for this lease.

If you need any additional information, please advise. As we discussed time is of the essence. I can be reached at the College Station Hilton (409) 693-7500, room 224.

Very truly yours,



J. Robert Baur, Jr., CPL

enclosures

cc: Mr. Marty Schardt

Union Pacific Resources Company



File No. MF-95170

M-95170

C+R.

10-21-92

6

LTR

Date Filed: 10/21/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

70 55 84

171

**GRAHAM, BRIGHT & SMITH**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS  
TWO LINCOLN CENTRE  
THIRD FLOOR  
DALLAS, TEXAS 75240-2384

DAVID R. DUCKWORTH  
214-788-5300

FAX 214-770-2156

LICENSED IN TEXAS  
AND OKLAHOMA

October 29, 1992

General Land Office  
of the State of Texas  
Austin, Texas

RECEIVED  
LEGAL SERVICES  
NOV 2 1992  
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

Re: Zubik-Smith Unit  
Brazos County Roadway Tract  
4.00 Acres  
E. W. Taylor Survey, A-231  
Brazos County, Texas

ORIGINAL TITLE OPINION

DESCRIPTION OF LANDS:

4.00 acres of land, more or less, located in the E. W. Taylor Survey, A-231, Brazos County, Texas, and being the same land described in the Deed dated May 23, 1917, from W.H. Blume, J. A. Blume, and wife, Willie Blume, to J.T. Maloney, County Judge of Brazos County, Texas for Brazos County and recorded in Volume 40, Page 317 of the Deed Records of Brazos County, Texas, as more particularly described therein as shown on Exhibit "A" attached hereto (the "Subject Lands").

MATERIALS EXAMINED:

1. Title Runsheet prepared by Jim Brandt and Associates of Richmond, Texas, covering title to the Subject Lands from the sovereignty of the soil to May 23, 1917, based upon an examination of the District Court Clerk's Records and the County Clerk's Record Indices of Brazos County, Texas;
2. Copies of instruments listed in the foregoing Title Runsheet which are recorded in the Office of the District and County Clerk of Brazos County, Texas, affecting the Subject Lands;

3. Oral report by Jim Brandt & Associates, Inc. on October 15, 1992 advising this office that as of October 15, 1992 at 8:00 a.m. there are no further instruments of record in the District Court Clerk's Records and the County Clerk's records indices in Brazos County, Texas which affect the Subject Lands; and
4. Survey dated August 1992 by Kling Engineering & Surveying showing the Zubik-Smith Unit Well No. 1 and showing the Subject Lands as containing 4.00 acres, more or less.

**SCHEDULE OF OWNERSHIP:**

Based solely upon our examination of the foregoing materials, and subject to the comments, requirements and limitations hereinafter set forth, we find that title to the Subject Lands as of 8:00 a.m. on October 15, 1992 was vested as follows:

1.	<u>Surface Estate and Mineral Estate:</u>	<u>Interest</u>
	<u>Record Title</u>	
	Brazos County, Texas	1.0
	<u>Actual Owner</u> (See Comment No. 5 herein)	1.0
	General Land Office for the State of Texas	
2.	<u>Overriding Royalty Interest:</u> None	
3.	<u>Leasehold Ownership:</u> Unleased	

**OIL, GAS AND MINERAL LEASES**

Our review of the Materials Examined does not reveal an Oil, Gas and Mineral Lease covering the Subject Lands.

**ASSIGNMENTS OF OIL, GAS AND MINERAL LEASE**

Our review of the Materials Examined does not reveal any Assignments covering the Subject Lands.

ASSIGNMENTS OF OVERRIDING ROYALTY INTEREST

Our review of the Materials Examined does not reveal any Assignments covering the Subject Lands.

NON-PARTICIPATING INTERESTS

The Materials Examined did not reflect the existence of any non-participating interests in the Subject Lands.

ENCUMBRANCES

1. Deeds of Trust and Mortgages.

A. Deed of Trust Liens: None

B. Mortgages: None

2. Easements. None

3. Taxes.

Inasmuch as the Subject Lands are vested in the State of Texas, no taxes are assessed against same.

4. Unreleased Oil and Gas Leases. None

COMMENTS AND REQUIREMENTS

COMMENT NO. 1:

There is of record in Brazos County, Texas, the following Patent listed below covering land which include the Subject Lands:

- 1) Patent dated August 6, 1844, and recorded on December 18, 1849, in Volume D, Page 21 of the Deed Records of Brazos County, Texas, from the Republic of Texas to Edward W. Taylor covering 640 acres from which the Subject Lands originate.

REQUIREMENT NO. 1: None (Advisory Only).

**COMMENT NO. 2:**

There are certain defects in the early title to the Subject Lands which have probably been cured by applicable statutes of limitation. There has been a consistent and unbroken chain of title to the Subject Lands since 1917. For your information, we have attached a brief summary of the chain of title to the Subject Lands as Schedule One.

REQUIREMENT NO. 2:           None (Advisory Only)

**COMMENT NO. 3:**

On August 11, 1871, Cyril Beardslee was the record owner of a 640 acre tract which includes part of the Subject Lands. On that date, a Warranty Deed purportedly signed by Cyril Beardslee and stating that he conveyed the 640 acre tract to J.M. Morton was recorded in Volume M, Page 204 of the Deed Records of Brazos County. Subsequently, on December 4, 1873, Cyril Beardslee recorded an Affidavit at Volume O, Page 229 of the Deed Records of Brazos County, Texas which stated that the 1871 Deed recorded at Volume M, Page 204 was a forgery, that he executed no such Deed and that he had not previously granted a Power of Attorney authorizing any person to act on his behalf in respect of the lands described in the forged instrument. The materials examined do not reflect the existence of any claim of ownership to the Subject Lands by J. M. Morton or his successors based upon the existence of the 1871 Deed noted above.

It is well established under Texas law that a forged deed is void from its beginning and conveys no title whatsoever. Based upon the 1873 Affidavit of Cyril Beardslee stating that the 1871 Deed to J. M. Morton was a forgery, and taking into account the absence of any claims to the Subject Lands by J. M. Morton or his successors, we have assumed that the 1871 Deed was, in fact, a forgery and that it did not convey any interest in the Subject Lands to J. M. Morton or his successors.

REQUIREMENT NO. 3:           None (Advisory Only).

**COMMENT NO. 4:**

By Warranty Deed dated May 23, 1917 recorded in Volume 40, Page 317 of the Deed Records of Brazos County, Texas, W.H. Blume, J.A. Blume, and wife, Willie Blume conveyed the Subject Lands to J.T. Maloney, County Judge of Brazos County, for Brazos County, describing the same as 4 acres. As noted in the materials examined, we have examined a survey dated August, 1992 by Kling Engineering & Surveying Company appearing to show the Subject Lands as containing 4.00 acres. We have assumed for the purposes of this Opinion that the acreage discrepancy between the recital contained in the Warranty Deed and the acreage credited in the survey is a result of an actual survey performed on the ground, however, since we are uncertain whether such survey includes all the Subject Lands, we have credited the Subject Lands as containing 4.00 acres more or less.

REQUIREMENT NO. 4:            None (Advisory Only)

**COMMENT NO. 5:**

As noted above, the Subject Lands were conveyed to the County Judge of Brazos County for Brazos County in fee simple, (the "1917 Conveyance") but the last part of Grantee's clause contains the recital "said strip being deeded to said county for road purpose". Based upon our review of all applicable statutory and case law relevant to the issues presented by the 1917 conveyance, it would appear that a court would find the 1917 conveyance is a fee conveyance and not a conveyance of an easement. Additionally, although "record" title to the Property is held by Brazos County, the County holds such title for the benefit of the State. County of Hays v. Alexander, 640 S.W.2d 73 (Tex. App. - Austin, 1982). Therefore, the Subject Lands are actually "owned" by the General Land Office for the State of Texas, notwithstanding record ownership by the County. As a result, the leasing of the Subject Lands would be governed by the provisions of Section 32.201 of the Texas Natural Resources Code ("Code"), in that the School Land Board is authorized to lease "land owned by the State or held in trust for the use and benefit of the State . . .". As noted above, we believe that the existing case law supports the conclusion that the road way property within the proposed Zubik-Smith Unit constitutes land owned by the State.

REQUIREMENT NO. 5:            None (Advisory Only)

LIMITATIONS

This Opinion is intended to cover only the ownership of the surface estate of the Subject Lands and the oil, gas and associated hydrocarbons therein and thereunder.

This Opinion does not cover, nor do we certify to, vacancies, conflicts in boundaries, encroachments or discrepancies in area, or any other matter which a survey on the ground might disclose, or the rights of parties, if any, in actual possession of the Subject Lands claiming the same adversely to the record owners thereof or to their predecessors in title. In addition, this Opinion is subject to the disabilities of the parties executing instruments and instruments which have been mis-indexed by the County Clerk and/or District Clerk. This Opinion does not cover the rules and regulations of governmental agencies (including the Internal Revenue Service) and the matters pending before such agencies, nor the effect of bankruptcy proceedings involving any party in the chain of title. This Opinion reflects only liens of record during the period of examination, and is subject to unpaid lienable bills for improvements and unrecorded tax liens which may relate back to the period of examination. You are advised to satisfy yourself as to all of the foregoing matters to the extent you deem them to be material. This Opinion does not cover any matters relating to compliance with or violation of any federal, state or local laws or regulations, including, without limitation, environmental laws, or any matters relating to compliance with or violation of any orders, decrees, judgments, injunctions, notices or demands issued, entered, promulgated, or approved under any such laws or regulations.

This Opinion is intended for the exclusive use of the addressee, and may not be relied on by any other party without the prior written approval of this firm.

Recording references in this Opinion to volume and page numbers correspond to the Official Public Records of Real Property of Brazos County, Texas, except as otherwise noted.

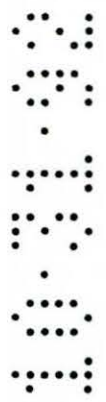
School Land Board  
October 29, 1992  
Page 7

Respectfully submitted,

GRAHAM, BRIGHT & SMITH, P.C.  
A Professional Corporation  
Attorneys and Counselors

By:   
DAVID R. DUCKWORTH

DRD:jsc  
cc: Virginia Parsons  
Jim Brandt & Associates, Inc.



THE STATE OF TEXAS,

Know all Men by these Presents:

County of DeWitt, State of Texas,  
I, W. K. Blum, do hereby certify that

the sum of Five hundred and no/100 Dollars

is the amount of the sum of Five hundred and no/100 Dollars

paid to W. K. Blum by W. K. Blum on the

day of May 1917

at Waco, Texas.

Witness my hand and seal of office this

day of May 1917

at Waco, Texas.

Notary Public for the State of Texas

W. K. Blum

My Comm. Expires May 1918

Notary Public for the State of Texas

W. K. Blum

My Comm. Expires May 1918

Notary Public for the State of Texas

W. K. Blum

My Comm. Expires May 1918

Notary Public for the State of Texas

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My Comm. Expires May 1918

Notary Public for the State of Texas

W. K. Blum

My Comm. Expires May 1918

Notary Public for the State of Texas

SCHEDULE ONE

(Brazos County Roadway 4.0 Acre Tract)

SUMMARY OF CHAIN OF TITLE

On August 6, 1844, the Republic of Texas issued a Patent to a 640 acre tract which includes the Subject Lands to Edward W. Taylor; the Patent is recorded in Volume D, Page 21 of the Deed Records of Brazos County, Texas.

On December 24, 1849, Edward W. Taylor conveyed all of his right, title and interest in the 640 acre tract which includes part of the Subject Lands to Cyril Beardslee; the conveyance is recorded in Volume D, Page 36 of the Deed Records.

At Volume M, Page 204 of the Deed Records of Brazos County, Texas, there appears a Warranty Deed dated June 20, 1871, purportedly signed by Cyril Beardslee and stating that it conveys the 640 acre tract described above to J.M. Morton. However, on December 4, 1873, Cyril Beardslee recorded an Affidavit in Volume O, Page 229 of the Deed Records stating that the 1871 Deed was a forgery, that he had signed no such instrument and that he had not authorized any other person to sign such instrument on his behalf. The materials examined do not reflect any claims of ownership by J.M. Morton or his successors based upon the existence of the 1871 Deed. We have assumed that such Deed was, in fact, a forgery, and it has been given no effect in the Title Opinion. See Comment No. 3 in the Title Opinion.

By Warranty Deed dated April 11, 1900, recorded in Volume 18, Page 477, the heirs of Cyril Beardslee conveyed 640 acres, being the E.W. Taylor Survey to J.L. Fountain.

By Warranty Deed dated March 30, 1901, recorded in Volume 25, Page 131 of the Deed Records of Brazos County, Texas, J. L. Fountain conveyed 14 acres out of the E. W. Taylor Survey, which includes part of the Subject Lands, being all that land West of the existing railroad, to J.A. Blume.

By Warranty Deed dated May 23, 1917, W.H. Blume, J.A. Blume and wife, Willie Blume conveyed the Subject Lands to J.T. Maloney, County Judge of Brazos County, Texas for Brazos County.

File No. ME-95170

Title opinion

Date Filed: 10/29/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

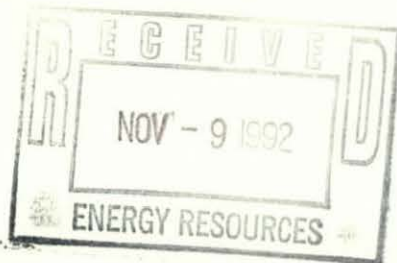
M-95170  
Title opinion  
10-29-92  
⑦

10.27.95

Jim Brandt & Associates, Inc. ✓

2110 Morton League  
Richmond, Texas 77469  
(713) 342-7125

November 6, 1992



Mr. Robert Hatter  
General Land Office  
1700 N. Congress, Suite 640  
Austin, Texas 78701

X 73.25

93014419

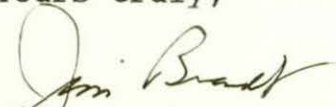
Re: Sim's Lane Lease  
Union Pacific Resources Company  
Brazos County, Texas.

Dear Sir,

Please find enclosed a check in the amount of \$73.25. This is the bonus payment & filing fee for the Sim's Lane lease requested by Union Pacific Resources Company in Brazos County.

Please give me a call at 409/693-7500 room 224 if you have any questions.

Yours truly,

  
Jim Brandt  
Jim Brandt & Associates, Inc.  
(Agent for Union Pacific Resources Company)

File No. \_\_\_\_\_

\_\_\_\_\_  
LR

Date Filed: 11/6/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

M-95170

LR.

11-6-92

(8)

11. 5.85



**Union Pacific  
Resources**

A Subsidiary of Union Pacific Corporation

170

November 6, 1992

Texas General Land Office  
Petroleum and Mineral Division  
1700 N. Congress Avenue, Room 640  
Austin, Texas 78701

Re: Waiver of Statutory Notice  
E. W. Taylor Survey, A-231  
Brazos County, Texas

Gentlemen:

Union Pacific Resources Company hereby requests a waiver of the Statutory Notice required in the leasing of State Highway Right-of-Way minerals in the captioned area.

Very Truly Yours;

**UNION PACIFIC RESOURCES COMPANY**

*Martin J. Schardt*  
Martin J. Schardt, CPL  
Senior Landman

MJS/206

File No. MF-95170

waiver letter  
from UPRC

Date Filed: 11/6/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

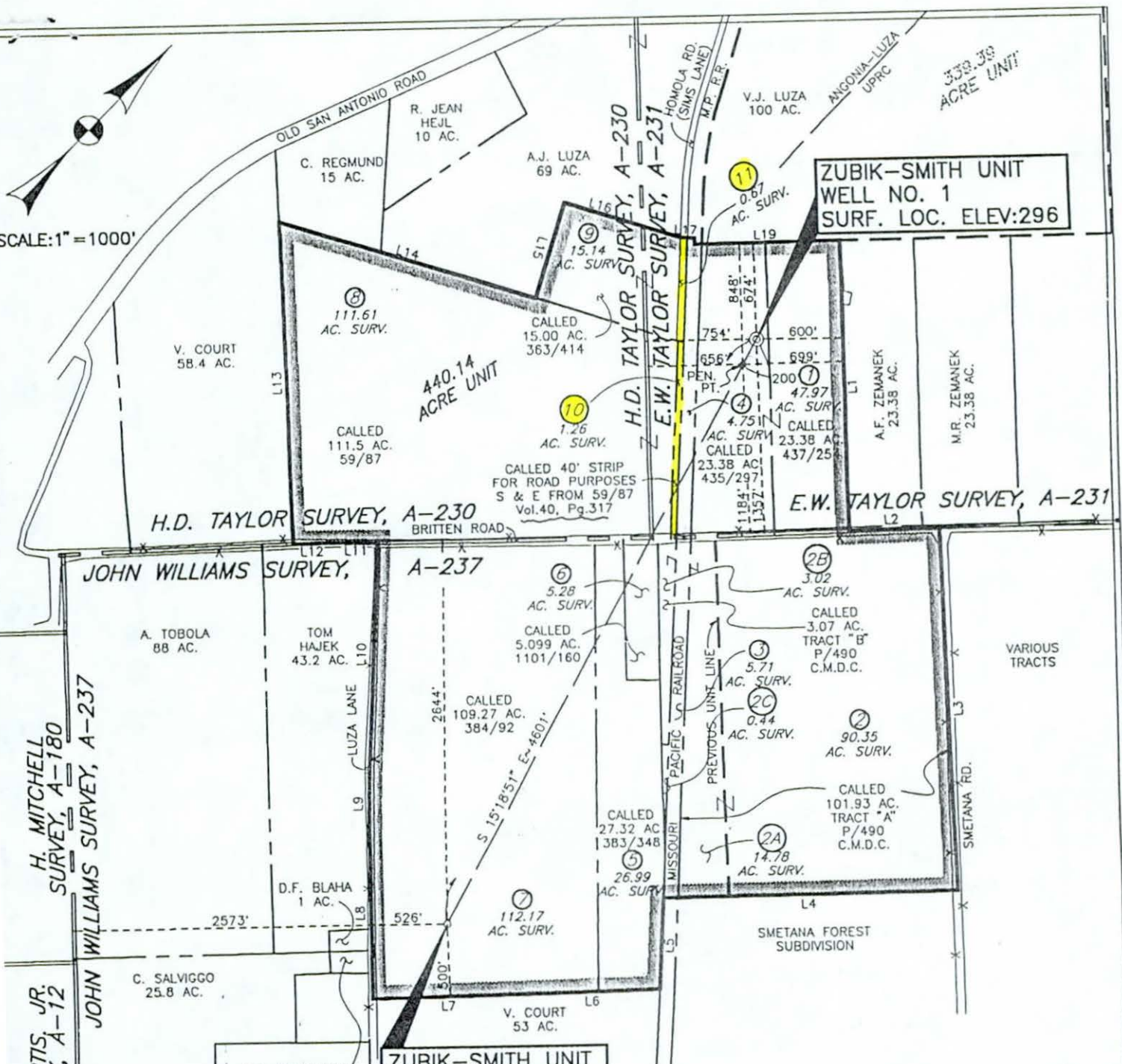
M-95170  
Waived letter  
from UPRC  
11-6-92

9



11.15.92

SCALE: 1" = 1000'



UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 45°09'04"E	2023.86
2	N 44°21'59"E	621.67
3	S 46°06'15"E	2505.62
4	S 44°56'06"W	2044.69
5	S 41°02'48"E	631.57
6	S 44°16'55"W	428.61
7	S 44°24'34"W	1567.39
8	N 44°16'36"W	1155.93
9	N 42°59'49"W	429.66
10	N 41°14'19"W	1575.91
11	S 46°27'35"W	279.13
12	S 45°11'08"W	304.32
13	N 45°33'19"W	2240.88
14	N 63°16'00"E	1849.63
15	N 26°12'31"W	702.26
16	N 63°22'55"E	840.40
17	N 48°57'12"E	97.43
18	S 41°02'48"E	43.55
19	N 45°01'39"E	1006.60

- NOTES:
- BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
  - WELL LOCATED NB8°W~7.0MI. FROM BRYAN
  - INDICATES LIMITS OF UNIT
  - THIS TRACT IS COVERED BY NUMEROUS LEASES NOT LISTED HERE.

TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	47.97	JEROME ZUBIK AND ANN ZUBIK	1162/843
②	90.35	MICHAEL R. & AUDREY R. CAHILL (SEE NOTE 4) ERNEST CAHILL	86/586
2A	14.78	ERNEST CAHILL	86/586
2B	3.02	ERNEST CAHILL	86/586
2C	0.44	ERNEST CAHILL	86/586
③	5.71	MISSOURI PACIFIC RAILROAD R.O.W.	
④	4.75	MISSOURI PACIFIC RAILROAD R.O.W. (E.W. TAYLOR SURVEY, A-231)	
⑤	26.99	SHIRLEY O'CONNELL WILLIAM CHARLES BOLMANSKI, etux	626/328
⑥	5.28	GEORGE W. NASH, etux	1345/210
⑦	112.17	DUDLEY T. SMITH, etux	627/573
⑧	111.61	SYLVIA H. HOLMES, etvir	1162/840
⑨	15.14	BESSIE HEJL	1162/837
⑩	1.26	40' WIDE R.O.W. STRIP (BRAZOS COUNTY-Vol.40, Pg.317)	
⑪	0.67	40' WIDE R.O.W. STRIP (BRAZOS COUNTY-Vol.40, Pg.317)	
440.14 TOTAL ACRES IN UNIT			



SRVEYED:AUGUST, 1992

S.M. KLING R.P.L.S. NO.2003

**WELL LOCATION**  
**ZUBIK-SMITH UNIT WELL NO.1**  
**UNION PACIFIC RESOURCES COMPANY**  
 E.W. TAYLOR SURVEY, A-231  
 H.D. TAYLOR SURVEY, A-230  
 JOHN WILLIAMS SURVEY, A-237  
 BRAZOS COUNTY, TEXAS

SCALE: 1" = 1000' AUG., 1992





File No. MF-95170

M-95170

(10)

Plat

Plat

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By: \_\_\_\_\_



**AFFIDAVIT OF FACT**

STATE OF TEXAS

COUNTY OF BRAZOS

Before me the undersigned authority, a Notary Public in and for said State, on this day appeared Robert N. Koelbl known to me to be a credible person, who after being first by me duly sworn on oath, did depose and state:

My name is Robert N. Koelbl. I am Vice President and Land Manager of Ogden Resources Corporation, whose address is 1860 Greenfield Plaza, Bryan, Texas 77802.

I have personal knowledge of the acquisition of the following oil, gas and mineral leases on behalf of Ogden Resources Corporation.

1. Oil, Gas and Mineral Lease dated December 14, 1989 from Bessie Hejl to Ogden Resources Corporation, recorded in Volume 1162, Page 840 of the Official Records of Brazos County, Texas.

2. Oil, Gas and Mineral Lease dated December 1, 1989 from Sylvia H. Holmes and husband G.B. Holmes to Ogden Resources Corporation, recorded in Volume 1162, Page 840 of the Official Records of Brazos County, Texas.

3. Oil, Gas and Mineral Lease dated December 14, 1989 from Jerome Zubik and wife Ann Zubik to Ogden Resources Corporation, recorded in Volume 1162, Page 843 of the Official Records of Brazos County, Texas.

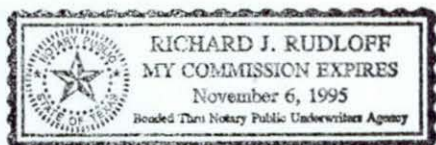
To the best of my knowledge the bonus paid to the lessors for these leases was \$25.00 per mineral acre.

The above mentioned oil, gas and mineral leases, along with several other leases, were assigned to Union Pacific Resources Company by Ogden Resources Corporation in that certain Assignment of Oil, Gas and Mineral Leases, dated February 20, 1992, recorded in Volume 1435, Page 28 of the Official Records of Brazos County, Texas, and corrected in that certain Correction of Assignment of Oil, Gas and Mineral Leases, dated July 10, 1992, recorded in Volume 1606, page 256 of the Official Records of Brazos County, Texas.

Further affiant sayeth not.

  
\_\_\_\_\_  
Robert N. Koelbl

Subscribed and sworn to before me, the undersigned authority on this the 21<sup>ST</sup> day of October, 1992 by Robert N. Koelbl.

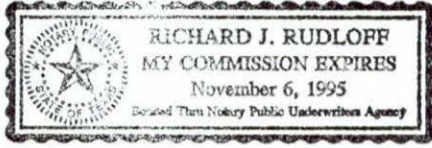


  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 21<sup>ST</sup> day of October, 1992, by Robert N. Koelbl.



Richard J. Rudloff  
NOTARY PUBLIC, STATE OF TEXAS



File No. MF-95170

App. of consideration

Date Filed: 10/21/92

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

M-95170

App. of consideration

10-21-92

(11)

10-25-92

THE STATE OF TEXAS,

Know all Men by these Presents:

County of Brazos

THAT

We, W. H. Blume and J. A. Blume, joined herein by my wife Willie Blume

of the County of Brazos

and State of Texas, for and in consideration of the sum of

Three Hundred (\$300.00)

DOLLARS,

to us each in hand paid by J. T. Maloney, County Judge of Brazos County, for Brazos County, the receipt of which is hereby acknowledged and confessed.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said J. T. Maloney County Judge of Brazos County, Texas, and his successors in office

of the County of Brazos and State of Texas, all that certain tract or parcel of land lying and being situated on the H. L. Taylor and E. W. Taylor headright survey, in Brazos County, Texas, and being more particularly described by Acre and Tracts as follows: To wit: Beginning at the East corner of the J. L. Blume homestead tract a stake within the West right-of-way fence of the International and Great Northern Railway Company, in the South East line of the H. L. Taylor headright survey; thence S 45 1/2 W along said line forty (40) feet and set a stake in said line for corner; thence in a northwesterly direction forty (40) feet from and parallel with said West right-of-way line to within 104 feet of the South line of the old San Antonio Public Road; thence in a northwesterly direction eighty-five (85) feet and set a stake in said San Antonio Public Road; thence N 27 E following the old San Antonio Road eighty-five feet (85) and set a stake in the West line of said right-of-way of said Railway Company; thence in a southeasterly direction following the said West right-of-way line of said Railway Company to the place of beginning containing collectively within said corners to wit (4) acres of land, said slope of land being needed to said County for road purposes

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 J. T. Maloney, County Judge of said Brazos County Texas, and his successors in office, and its heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said J. T. Maloney, County Judge of Brazos County, Texas, and his successors in office and its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Our hand & at Bryan, Texas this 23rd day of May A. D. 1917

Signed and delivered in presence of

W. H. Blume  
J. A. Blume  
Willie Blume

THE STATE OF TEXAS

County of Brazos

BEFORE ME, Lamar Betha "Notary Public"

in and for Brazos County, Texas, on this day personally appeared W. H. Blume and J. A. Blume

known to me to be the person whose name is 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 23rd day of May A. D. 1917  
Lamar Betha, Notary Public  
Brazos County, Texas

THE STATE OF TEXAS

County of Brazos

BEFORE ME, Lamar Betha "Notary Public"

on this day personally appeared Willie Blume wife of J. A. Blume 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 by me fully explained to her, she, the said Willie Blume

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 23rd day of May A. D. 1917  
Lamar Betha, Notary Public  
Brazos County, Texas

FILED for record the 23 day of May A. D. 1917, at 1 o'clock P. M., and recorded the 23 day of May A. D. 1917, at 3:10 o'clock P. M.  
By H. O. Ferguson Deputy Clerk, County Court, Brazos County, Texas.

File No. MF 95170

M-95170

(12)

Row Deed

Row Deed

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

### OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14 day of December, 1989, between  
BESSIE HEJL, acting in the control and management of her own separate property,

Lessor (whether one or more), whose address is: Rt. 5, Box 158,  
Bryan, Texas Zip Code 77803

and OGDEN RESOURCES CORPORATION

*Darlene Johnson*

Lessee, (whether one or more), whose address is: P. O. Box 10134  
College Station, Texas Zip Code 77842

WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars and other valuable consideration,  
~~and \$10.00 & OVC~~), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

15 acres of land, more or less, with 11.19 acres located in the H. D. TAYLOR SURVEY, A-230, and 3.81 acres located in the E. W. TAYLOR SURVEY, A-231, Brazos County, Texas, and being the same land described in a Deed dated October 21, 1976, from Christina Homola to Bessie Hejl and recorded in Volume 363, page 414, of the Deed Records of Brazos County, Texas.

Whenever the term one-eighth (1/8) is mentioned in paragraph 3, it shall be amended to read one-sixth (1/6).

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For all purposes of this lease, said land is estimated to comprise 15 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are:

(a) On oil, one-eighth of that produced and saved from said land, the same to be delivered at the well. If Lessor elects not to take delivery of the royalty oil, Lessee may from time to time sell the royalty oil in its possession, paying to Lessor therefor the net proceeds derived by Lessee from the sale of such royalty oil. Lessor's royalty interest in oil shall bear its proportionate part of the cost of treating the oil to render it marketable oil and, if there is no available pipeline, its proportionate part of the cost of all trucking charges.

(b) On gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well on one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the net proceeds derived from such sale. Lessor's royalty interest in gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, shall bear its proportionate part of the cost of all compressing, treating, dehydrating and transporting incurred in marketing the gas so sold at the wells.

(c) On all other minerals mined and marketed, 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 fifty cents (\$.50) per long ton.

(d) While there is a gas well on said land or on lands pooled therewith and if gas is not being sold or used off the premises for a period in excess of three full consecutive calendar months, and this lease is not then being maintained in force and effect under the other provisions hereof, Lessee shall tender or pay to Lessor annually at any time during the lease anniversary month of each year immediately succeeding any lease year in which a shut-in period occurred one-twelfth (1/12) of the sum of \$1.00 per acre for the acreage then covered by this lease as shut-in royalty for each full calendar month in the preceding lease year that this lease was continued in force solely and exclusively by reason of the provisions of this paragraph. If such payment of shut-in royalty is so made or tendered by Lessee to Lessor, it shall be considered that this lease is producing gas in paying quantities and this lease shall not terminate, but remain in force and effect. The term "lease anniversary month" means that calendar month in which this lease is dated. The term "lease year" means the calendar month in which the lease is dated, plus the eleven succeeding calendar months.

(e) If the price of any oil, gas, or other minerals produced hereunder is regulated by any governmental authority, the value of same for the purpose of computing the royalties hereunder shall not be in excess of the price permitted by such regulation. Should it ever be determined by any governmental authority, or any court of final jurisdiction, or otherwise, that the Lessee is required to make any refund on oil, gas, or other

minerals produced or sold by Lessee hereunder, then the Lessor shall bear his proportionate part of the cost of any such refund to the extent that royalties paid to Lessor have exceeded the permitted price, plus any interest thereon ordered by the regulatory authority or court, or agreed to by Lessee. If Lessee advances funds to satisfy Lessor's proportionate part of such refund, Lessee shall be subrogated to the refund order or refund claim, with the right to enforce same for Lessor's proportionate contribution, and with the right to apply rentals and royalties accruing hereunder toward satisfying Lessor's refund obligations.

(f) Lessee shall have free use of oil, gas, coal, water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Notwithstanding anything herein to the contrary, it is a condition of this lease that it shall not terminate upon any failure of the Lessee, for whatever reason, to make payments of any required shut-in royalty or rentals, either or both, herein provided for on or before the due dates thereof unless and until: (1) Lessor notifies Lessee in writing by registered mail or certified mail, return receipt requested, of non-payment of the shut-in royalty or rentals; and (2) Thereafter Lessee fails to make payment of the shut-in royalty or rentals to Lessor within fifteen (15) days following Lessee's actual receipt of such written notice. Payment of shut-in royalty or rentals by Lessee to Lessor within fifteen (15) days following Lessee's actual receipt of said written notice from Lessor shall be deemed timely and sufficient to maintain this lease in force and effect. The provisions of this paragraph are a part of the consideration for this lease, are contractual, and constitute a warranty from Lessor to Lessee. It is the desire and agreement of Lessor and Lessee to avoid forfeiture of this lease should Lessee fail to make payment of any required shut-in royalty or rentals on or before the scheduled due dates thereof, and to afford Lessee an opportunity to make such payments within fifteen (15) days following actual receipt of written notice of non-payment from Lessor, thereby maintaining this lease in force. Such written notice from Lessor to Lessee shall state the full particulars concerning non-payment of shut-in royalty or rentals, identify the lease and land involved, the due date and amount claimed by Lessor, and Lessor's full name, current address and telephone number.

5. (a) Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, plus a tolerance of ten percent (10%) thereof, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations.

(b) Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Upon execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, said unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Within a reasonable time following the execution of said instrument so designating the pooled unit, Lessee shall file said instrument for record in the appropriate records of the county in which the leased premises are situated. Any unit so formed may be re-formed, increased, decreased, or changed in configuration, at the election of Lessee, at any time and from time to time after the original forming thereof, and Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit.

(c) Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 6 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

(d) For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

(e) The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 5, 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.

6. (a) If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in First American Bank at Bryan, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository

for all rentals payable hereunder regardless of change in ownership of said land or the rentals) the sum of Seventy-five and No/100 Dollars (\$ 75.00), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment of deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

(b) Lessor hereby designates First American Bank at Bryan, Texas, and its successors as Lessor's agent to serve as the depository for any payment due with respect to any shut-in gas well. Payment of shut-in gas royalty may be made in the manner provided in paragraph 6(a) hereof for the payment or tender of rentals, including all terms with respect to the deposit of same in the designated depository bank, notwithstanding paragraph 6(a) being otherwise stricken or inoperative due to this lease having a primary term not exceeding one year, if such be the case.

7. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other

mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals, shut-in royalty or royalty hereunder, Lessee may pay or tender such rentals, shut-in royalty or royalty to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein, or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payments for all.

10. (a) The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The provisions of this paragraph 10(a) shall be applicable to the payment by Lessee of shut-in gas royalty and rentals except that the time for the Lessee to cure any non-payment thereof is otherwise stated in paragraph 4 hereof.

(b) After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres, plus an acreage tolerance not to exceed 10% of 40 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 320 acres plus an acreage tolerance not to exceed 10% of 320 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Should Lessee become involved in any dispute or litigation arising out of any claim adverse to the title of Lessor to said land, Lessee may recover from Lessor its reasonable and necessary expenses and attorneys fees incurred in such dispute or litigation, with the right to apply royalties accruing hereunder toward satisfying said expenses and attorneys fees. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

12. When drilling, production or other operations on said land or land pooled with such land, or any part thereof are prevented, delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, sabotage, riot, strike, difference with workers, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation or necessity of governmental authority, either State or Federal, or as a result of the filing of a suit in which Lessee's title may be affected, or as a result of any cause whatsoever beyond the reasonable control of Lessee, the lease shall nevertheless continue in full force and effect. If any such prevention, delay or interruption should commence during the primary term hereof, the time of such prevention, delay or interruption shall not be counted against Lessee and the running of the primary term shall be suspended during such time; if any such prevention, delay or interruption should commence after the primary term hereof Lessee shall have a period of ninety (90) days after the termination of such period of prevention, delay or interruption within which to commence or resume drilling, production or other operations hereunder, and this lease shall remain in force during such ninety (90) day period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this lease shall mean and refer only to such parties as execute this lease and their successors in interest.

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

_____ Lessor	<u>Bessie Hejl</u> Lessor
S.S. or Tax I.D. No. _____	S.S. or Tax I.D. No. _____
_____ Lessor	_____ Lessor
S.S. or Tax I.D. No. _____	S.S. or Tax I.D. No. _____
_____ Lessor	_____ Lessor
S.S. or Tax I.D. No. _____	S.S. or Tax I.D. No. _____

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

BESSIE HEJL,

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the 15<sup>th</sup> day of December, A.D. 1989.

(L.S.)

My commission expires:

5-21-93



Jerome G. Zubik  
Notary Public in and for the State of Texas  
Jerome G. Zubik  
Notary's Printed Name



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. 462, Page 337 in Official Records of said County on file in my office.

ATTEST 10/20/98

Mary Ann Ward, County Clerk  
Brazos County, Texas

[Signature] Deputy

439180

### OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of December, 1989, between  
Sylvia H. Holmes and husband, G. B. Holmes,

Lessor (whether one or more), whose address is: 967 Gerber Court, Sunnyvale, CA. 94087

and OGDEN RESOURCES CORPORATION, Zip Code 77842

Lessee, (whether one or more), whose address is: P. O. Box 10134,  
College Station, Texas Zip Code 77842

*Darlene Johnson*

WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars and other valuable consideration,  
~~DOLLARS (\$10.00 & OVC~~), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

111.5 acres of land, more or less, with 107.73 acres located in the H. D. TAYLOR SURVEY, A-230, and 3.77 acres located in the E. W. TAYLOR SURVEY, A-231, Brazos County, Texas, and being the same land described in a Deed dated September 1, 1922, from J. A. Blume et ux, to John Hamola and recorded in Volume 59, page 87, of the Deed Records of Brazos County, Texas.

Whenever the term one-eighth (1/8) is mentioned in paragraph 3, it shall be amended to read one-sixth (1/6).

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For all purposes of this lease, said land is estimated to comprise 111.5 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are:

(a) On oil, one-eighth of that produced and saved from said land, the same to be delivered at the well. If Lessor elects not to take delivery of the royalty oil, Lessee may from time to time sell the royalty oil in its possession, paying to Lessor therefor the net proceeds derived by Lessee from the sale of such royalty oil. Lessor's royalty interest in oil shall bear its proportionate part of the cost of treating the oil to render it marketable oil and, if there is no available pipeline, its proportionate part of the cost of all trucking charges.

(b) On gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well on one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the net proceeds derived from such sale. Lessor's royalty interest in gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, shall bear its proportionate part of the cost of all compressing, treating, dehydrating and transporting incurred in marketing the gas so sold at the wells.

(c) On all other minerals mined and marketed, 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 fifty cents (\$.50) per long ton.

(d) While there is a gas well on said land or on lands pooled therewith and if gas is not being sold or used off the premises for a period in excess of three full consecutive calendar months, and this lease is not then being maintained in force and effect under the other provisions hereof, Lessee shall tender or pay to Lessor annually at any time during the lease anniversary month of each year immediately succeeding any lease year in which a shut-in period occurred one-twelfth (1/12) of the sum of \$1.00 per acre for the acreage then covered by this lease as shut-in royalty for each full calendar month in the preceding lease year that this lease was continued in force solely and exclusively by reason of the provisions of this paragraph. If such payment of shut-in royalty is so made or tendered by Lessee to Lessor, it shall be considered that this lease is producing gas in paying quantities and this lease shall not terminate, but remain in force and effect. The term "lease anniversary month" means that calendar month in which this lease is dated. The term "Lease year" means the calendar month in which the lease is dated, plus the eleven succeeding calendar months.

(e) If the price of any oil, gas, or other minerals produced hereunder is regulated by any governmental authority, the value of same for the purpose of computing the royalties hereunder shall not be in excess of the price permitted by such regulation. Should it ever be determined by any governmental authority, or any court of final jurisdiction, or otherwise, that the Lessee is required to make any refund on oil, gas, or other

minerals produced or sold by Lessee hereunder, then the Lessor shall bear his proportionate part of the cost of any such refund to the extent that royalties paid to Lessor have exceeded the permitted price, plus any interest thereon ordered by the regulatory authority or court, or agreed to by Lessee. If Lessee advances funds to satisfy Lessor's proportionate part of such refund, Lessee shall be subrogated to the refund order or refund claim, with the right to enforce same for Lessor's proportionate contribution, and with the right to apply rentals and royalties accruing hereunder toward satisfying Lessor's refund obligations.

(f) Lessee shall have free use of oil, gas, coal, water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Notwithstanding anything herein to the contrary, it is a condition of this lease that it shall not terminate upon any failure of the Lessee, for whatever reason, to make payments of any required shut-in royalty or rentals, either or both, herein provided for on or before the due dates thereof unless and until: (1) Lessor notifies Lessee in writing by registered mail or certified mail, return receipt requested, of non-payment of the shut-in royalty or rentals; and (2) Thereafter Lessee fails to make payment of the shut-in royalty or rentals to Lessor within fifteen (15) days following Lessee's actual receipt of such written notice. Payment of shut-in royalty or rentals by Lessee to Lessor within fifteen (15) days following Lessee's actual receipt of said written notice from Lessor shall be deemed timely and sufficient to maintain this lease in force and effect. The provisions of this paragraph are a part of the consideration for this lease, are contractual, and constitute a warranty from Lessor to Lessee. It is the desire and agreement of Lessor and Lessee to avoid forfeiture of this lease should Lessee fail to make payment of any required shut-in royalty or rentals on or before the scheduled due dates thereof, and to afford Lessee an opportunity to make such payments within fifteen (15) days following actual receipt of written notice of non-payment from Lessor, thereby maintaining this lease in force. Such written notice from Lessor to Lessee shall state the full particulars concerning non-payment of shut-in royalty or rentals, identify the lease and land involved, the due date and amount claimed by Lessor, and Lessor's full name, current address and telephone number.

5. (a) Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, plus a tolerance of ten percent (10%) thereof, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations.

(b) Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Upon execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, said unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Within a reasonable time following the execution of said instrument so designating the pooled unit, Lessee shall file said instrument for record in the appropriate records of the county in which the leased premises are situated. Any unit so formed may be re-formed, increased, decreased, or changed in configuration, at the election of Lessee, at any time and from time to time after the original forming thereof, and Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit.

(c) Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 6 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

(d) For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

(e) The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 5, 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.

6. (a) If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in Bank of America, Sunnyvale Main Bank #4 at Sunnyvale, CA. 94087 ~~XXXX~~ (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of change in ownership of said land or the rentals) the sum of Five hundred fifty-

seven and 50/100 Dollars (\$ 557.50), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment of deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

(b) Lessor hereby designates Bank of America, Sunnyvale Main Bank #41 at Sunnyvale, CA. 94087 ~~XXXX~~, and its successors as Lessor's agent to serve as the depository for any payment due with respect to any shut-in gas well. Payment of shut-in gas royalty may be made in the manner provided in paragraph 6(a) hereof for the payment or tender of rentals, including all terms with respect to the deposit of same in the designated depository bank, notwithstanding paragraph 6(a) being otherwise stricken or inoperative due to this lease having a primary term not exceeding one year, if such be the case.

7. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other

mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals, shut-in royalty or royalty hereunder, Lessee may pay or tender such rentals, shut-in royalty or royalty to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein, or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payments for all.

10. (a) The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The provisions of this paragraph 10(a) shall be applicable to the payment by Lessee of shut-in gas royalty and rentals except that the time for the Lessee to cure any non-payment thereof is otherwise stated in paragraph 4 hereof.

(b) After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres, plus an acreage tolerance not to exceed 10% of 40 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 320 acres plus an acreage tolerance not to exceed 10% of 320 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Should Lessee become involved in any dispute or litigation arising out of any claim adverse to the title of Lessor to said land, Lessee may recover from Lessor its reasonable and necessary expenses and attorneys fees incurred in such dispute or litigation, with the right to apply royalties accruing hereunder toward satisfying said expenses and attorneys fees. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

12. When drilling, production or other operations on said land or land pooled with such land, or any part thereof are prevented, delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, sabotage, riot, strike, difference with workers, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation or necessity of governmental authority, either State or Federal, or as a result of the filing of a suit in which Lessee's title may be affected, or as a result of any cause whatsoever beyond the reasonable control of Lessee, the lease shall nevertheless continue in full force and effect. If any such prevention, delay or interruption should commence during the primary term hereof, the time of such prevention, delay or interruption shall not be counted against Lessee and the running of the primary term shall be suspended during such time; if any such prevention, delay or interruption should commence after the primary term hereof Lessee shall have a period of ninety (90) days after the termination of such period of prevention, delay or interruption within which to commence or resume drilling, production or other operations hereunder, and this lease shall remain in force during such ninety (90) day period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this lease shall mean and refer only to such parties as execute this lease and their successors in interest.

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

Sylvia H. Holmes  
Sylvia H. Holmes Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

G. B. Holmes  
G. B. Holmes Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

SINGLE ACKNOWLEDGMENT

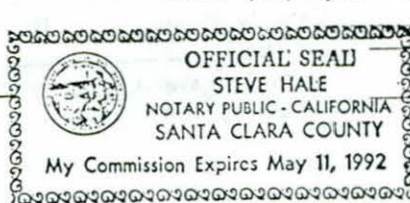
THE STATE OF ~~TEXAS~~ CALIFORNIA  
COUNTY OF SANTA CLARA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
SYLVIA H. HOLMES and husband, G. B. HOLMES,  
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 4th day of December, A.D. 19 89

(L.S.)  
My commission expires: \_\_\_\_\_

5/11/92



Steve Hale  
Notary Public in and for the State of ~~TEXAS~~ California  
STEVE HALE  
Notary's Printed Name



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. 1162, Page 846 in Official Records of said County on file in my office.

ATTEST 10/30/98

Mary Ann Ward, County Clerk  
Brazos County, Texas

Cheryl Burch, Deputy

### OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14 day of December, 1989, between  
JEROME ZUBIK and ANN ZUBIK, Individually and as Husband and Wife,

Lessor (whether one or more), whose address is: 1511 Bennett, Bryan, Texas  
and OGDEN RESOURCES CORPORATION Zip Code 77802

*Carlton Johnson*

Lessee, (whether one or more), whose address is: P. O. Box 10134  
College Station, Texas Zip Code 77842

WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars and other valuable consideration,  
~~Not less than \$10.00 & OVC~~ in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazos County, Texas, to-wit:

Tract I: Being 23.38 acres of land, more or less, located in the E. W. Taylor Survey, A-231, Brazos County, Texas, and more fully described in a Partition Deed from Anton F. Zemanek et al, to Ann Zubik, dated October 2, 1979, and recorded in Vol. 435, page 309, Deed Records, Brazos County, Texas. *297*

Tract II: Being 23.38 acres of land, more or less, located in the E. W. Taylor Survey, A-231, Brazos County, Texas, and more fully described in a Deed from Albina Akins to Ann Zubik and Jerome Zubik, dated October 26, 1979, and recorded in Vol. 437, page 254, Deed Records, Brazos County, Texas. *297*

Whenever the term one-eighth (1/8) is mentioned in paragraph 3, it shall be amended to read one-sixth (1/6).

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For all purposes of this lease, said land is estimated to comprise 46.76 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are:

(a) On oil, one-eighth of that produced and saved from said land, the same to be delivered at the well. If Lessor elects not to take delivery of the royalty oil, Lessee may from time to time sell the royalty oil in its possession, paying to Lessor therefor the net proceeds derived by Lessee from the sale of such royalty oil. Lessor's royalty interest in oil shall bear its proportionate part of the cost of treating the oil to render it marketable oil and, if there is no available pipeline, its proportionate part of the cost of all trucking charges.

(b) On gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well on one-eighth of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the net proceeds derived from such sale. Lessor's royalty interest in gas, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substance, shall bear its proportionate part of the cost of all compressing, treating, dehydrating and transporting incurred in marketing the gas so sold at the wells.

(c) On all other minerals mined and marketed, 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 fifty cents (\$.50) per long ton.

(d) While there is a gas well on said land or on lands pooled therewith and if gas is not being sold or used off the premises for a period in excess of three full consecutive calendar months, and this lease is not then being maintained in force and effect under the other provisions hereof, Lessee shall tender or pay to Lessor annually at any time during the lease anniversary month of each year immediately succeeding any lease year in which a shut-in period occurred one-twelfth (1/12) of the sum of \$1.00 per acre for the acreage then covered by this lease as shut-in royalty for each full calendar month in the preceding lease year that this lease was continued in force solely and exclusively by reason of the provisions of this paragraph. If such payment of shut-in royalty is so made or tendered by Lessee to Lessor, it shall be considered that this lease is producing gas in paying quantities and this lease shall not terminate, but remain in force and effect. The term "lease anniversary month" means that calendar month in which this lease is dated. The term "Lease year" means the calendar month in which the lease is dated, plus the eleven succeeding calendar months.

(e) If the price of any oil, gas, or other minerals produced hereunder is regulated by any governmental authority, the value of same for the purpose of computing the royalties hereunder shall not be in excess of the price permitted by such regulation. Should it ever be determined by any governmental authority, or any court of final jurisdiction, or otherwise, that the Lessee is required to make any refund on oil, gas, or other

minerals produced or sold by Lessee hereunder, then the Lessor shall bear his proportionate part of the cost of any such refund to the extent that royalties paid to Lessor have exceeded the permitted price, plus any interest thereon ordered by the regulatory authority or court, or agreed to by Lessee. If Lessee advances funds to satisfy Lessor's proportionate part of such refund, Lessee shall be subrogated to the refund order or refund claim, with the right to enforce same for Lessor's proportionate contribution, and with the right to apply rentals and royalties accruing hereunder toward satisfying Lessor's refund obligations.

(f) Lessee shall have free use of oil, gas, coal, water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Notwithstanding anything herein to the contrary, it is a condition of this lease that it shall not terminate upon any failure of the Lessee, for whatever reason, to make payments of any required shut-in royalty or rentals, either or both, herein provided for on or before the due dates thereof unless and until: (1) Lessor notifies Lessee in writing by registered mail or certified mail, return receipt requested, of non-payment of the shut-in royalty or rentals; and (2) Thereafter Lessee fails to make payment of the shut-in royalty or rentals to Lessor within fifteen (15) days following Lessee's actual receipt of such written notice. Payment of shut-in royalty or rentals by Lessee to Lessor within fifteen (15) days following Lessee's actual receipt of said written notice from Lessor shall be deemed timely and sufficient to maintain this lease in force and effect. The provisions of this paragraph are a part of the consideration for this lease, are contractual, and constitute a warranty from Lessor to Lessee. It is the desire and agreement of Lessor and Lessee to avoid forfeiture of this lease should Lessee fail to make payment of any required shut-in royalty or rentals on or before the scheduled due dates thereof, and to afford Lessee an opportunity to make such payments within fifteen (15) days following actual receipt of written notice of non-payment from Lessor, thereby maintaining this lease in force. Such written notice from Lessor to Lessee shall state the full particulars concerning non-payment of shut-in royalty or rentals, identify the lease and land involved, the due date and amount claimed by Lessor, and Lessor's full name, current address and telephone number.

5. (a) Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, plus a tolerance of ten percent (10%) thereof, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, 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, units thereafter created may conform substantially in size with those prescribed or permitted by government regulations.

(b) Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Upon execution by Lessee of an instrument describing and designating the pooled acreage as a pooled unit, said unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Within a reasonable time following the execution of said instrument so designating the pooled unit, Lessee shall file said instrument for record in the appropriate records of the county in which the leased premises are situated. Any unit so formed may be re-formed, increased, decreased, or changed in configuration, at the election of Lessee, at any time and from time to time after the original forming thereof, and Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit.

(c) Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 6 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

(d) For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis - that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit.

(e) The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 5, 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.

6. (a) If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in NCNB Texas National Bank at College Station, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of change in ownership of said land or the rentals) the sum of Two hundred thirty-three and 80/100 Dollars

(\$ 233.80), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment of deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizon under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

(b) Lessor hereby designates NCNB Texas National Bank at College Station, Texas, and its successors as Lessor's agent to serve as the depository for any payment due with respect to any shut-in gas well. Payment of shut-in gas royalty may be made in the manner provided in paragraph 6(a) hereof for the payment or tender of rentals, including all terms with respect to the deposit of same in the designated depository bank, notwithstanding paragraph 6(a) being otherwise stricken or inoperative due to this lease having a primary term not exceeding one year, if such be the case.

7. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operation on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other

mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

8. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals, shut-in royalty or royalty hereunder, Lessee may pay or tender such rentals, shut-in royalty or royalty to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein, or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payments for all.

10. (a) The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The provisions of this paragraph 10(a) shall be applicable to the payment by Lessee of shut-in gas royalty and rentals except that the time for the Lessee to cure any non-payment thereof is otherwise stated in paragraph 4 hereof.

(b) After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres, plus an acreage tolerance not to exceed 10% of 40 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 320 acres plus an acreage tolerance not to exceed 10% of 320 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Should Lessee become involved in any dispute or litigation arising out of any claim adverse to the title of Lessor to said land, Lessee may recover from Lessor its reasonable and necessary expenses and attorneys fees incurred in such dispute or litigation, with the right to apply royalties accruing hereunder toward satisfying said expenses and attorneys fees. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that 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 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

12. When drilling, production or other operations on said land or land pooled with such land, or any part thereof are prevented, delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, sabotage, riot, strike, difference with workers, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation or necessity of governmental authority, either State or Federal, or as a result of the filing of a suit in which Lessee's title may be affected, or as a result of any cause whatsoever beyond the reasonable control of Lessee, the lease shall nevertheless continue in full force and effect. If any such prevention, delay or interruption should commence during the primary term hereof, the time of such prevention, delay or interruption shall not be counted against Lessee and the running of the primary term shall be suspended during such time; if any such prevention, delay or interruption should commence after the primary term hereof Lessee shall have a period of ninety (90) days after the termination of such period of prevention, delay or interruption within which to commence or resume drilling, production or other operations hereunder, and this lease shall remain in force during such ninety (90) day period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this lease shall mean and refer only to such parties as execute this lease and their successors in interest.

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

Ann Zubik  
Ann Zubik \_\_\_\_\_ Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

Jerome Zubik  
Jerome Zubik \_\_\_\_\_ Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Lessor  
S.S. or Tax I.D. No. \_\_\_\_\_

SINGLE ACKNOWLEDGMENT

VOL 1162 PAGE 845

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

JEROME ZUBIK and wife, ANN ZUBIK,

known to me to be the persons whose name a 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 18th day of December, A.D. 1989.

My commission expires  
MAY 31 1993

Elizabeth Zemanek  
Notary Public in and for the State of Texas  
Elizabeth Zemanek  
Notary's Printed Name



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. 1162, Page 843 in Official Records of said County on file in my office.

ATTEST 10/20/90

Mary Ann Ward, County Clerk  
Brazos County, Texas

[Signature], Deputy

483845

FILED

ASSIGNMENT OF  
OIL, GAS AND MINERAL LEASES

92 FEB 26 PM 2:37

STATE OF TEXAS ]  
COUNTY OF BRAZOS ]

KNOW ALL MEN BY THESE PRESENTS:  
*[Signature]*  
BY: *[Signature]*

WHEREAS OGDEN RESOURCES CORPORATION, whose address is 1860 Greenfield Plaza, Bryan, Brazos County, Texas, 77802 (hereinafter referred to as "Assignor"), is the owner of the Oil, Gas and Mineral Leases (the "Leases") described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Assignor, subject to the reservation hereinafter contained, desires to assign the Leases to Union Pacific Resources Company, whose address is P.O. Box 7, Fort Worth, Texas 77101-0007 (hereinafter referred to as "Assignee") as hereinafter provided:

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all overriding royalty interests of record, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN unto Assignee, its successors and assigns, all of its right, title and interest in and to the Leases together with a like interest in all the personal property located thereon.

Assignor hereby reserves unto itself, it's successors and assigns, an OVERRIDING ROYALTY INTEREST equal to the difference between all lease burdens of record, including Lessors royalty, and 20.6253% of all the oil, gas and other minerals produced from the Leases. The Overriding Royalty Interest reserved herein shall be calculated free and clear of costs and expenses, and deductions for exploration, drilling, development, and production, including, but not limited to, costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear it's proportionate share of severance and other taxes based upon production and the actual, reasonable costs charged

and deducted in order to transport, compress, stabilize, or treat the production off the leased premises in order to make the production salable, or in order to get production to market.

In the event that Assignee, its successors or assigns, directly or indirectly, acquire prior to or within six (6) months after the expiration of the last of the Leases to expire, a new oil, gas and mineral lease or leases, covering all or any part of the land covered by the Leases, said new lease or leases will be considered as a renewal and/or extension of said prior lease or leases and Assignee, its successors or assigns, will execute and deliver unto Assignor, its successors or assigns, an Assignment of an Overriding Royalty Interest equal to the Overriding Royalty Interest herein reserved by Assignor. However, in no event shall the Overriding Royalty Interest reassigned to Assignor, its successors or assigns, be less than one thirty-second (1/32) of all oil, gas and other minerals produced from said renewal and/or extension lease or leases.

It is understood and agreed that the Overriding Royalty Interest herein reserved may be pooled and unitized in accordance with the provision of the Leases, without the necessity of obtaining the consent of the Assignor herein. In such event, the Overriding Royalty Interest shall be proportionately reduced in the proportion that the number of surface acres of the Lease bears to the total number of acres in the pooled or unitized area.

If the Lessor of any lease owns an interest in the oil, gas or other minerals in any part of the land covered thereby which is less than the entire undivided fee simple estate therein, then as to such tract the said Overriding Royalty Interest shall be paid to Assignor in the proportion which the interest of the Lessor in the oil, gas and other minerals bears to the entire undivided fee simple estate therein.

This assignment is subject to and burdened with all of the terms and provisions of the Leases and any assignment of Overriding Royalty Interest of record covering the Leases.

Prior to the expiration date of the Leases, Assignee agrees that all of the acreage acquired by virtue of this assignment shall be included within the boundaries of a proration unit or units surrounding a horizontal well or wells.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, and assigns.

Assignor hereby warrants title by, through and under assignor but not otherwise.

IN WITNESS HEREOF, this instrument is executed this the 20<sup>th</sup> day of February, 1992.

UNION PACIFIC RESOURCES COMPANY

OGDEN RESOURCES CORPORATION

BY: Debra Johnson

*[Handwritten initials]*

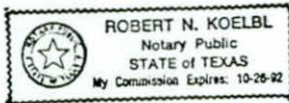
BY: Stephen E. Ogden

TITLE ATTORNEY IN FACT

TITLE President

STATE OF TEXAS ]  
COUNTY OF BRAZOS ]

This instrument was acknowledged before me on the 20<sup>th</sup> day of February, 1992, by Stephen E. Ogden, President of OGDEN RESOURCES CORPORATION, a Texas corporation, on behalf of said corporation.



Robert N. Koelbl  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS ]  
COUNTY OF TARRANT ]

This instrument was acknowledged before me on the 25<sup>th</sup> day of February, 1992, by Debra Johnson, ~~ATTORNEY-IN-FACT~~ of UNION PACIFIC RESOURCES CORPORATION, a DELAWARE CORPORATION, on behalf of said corporation.



J. F. Veach  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

To an Assignment of Interest between OGDEN RESOURCES CORPORATION, as Assignor, and UNION PACIFIC RESOURCES COMPANY, as Assignee, covering the following Leases and property in Brazos County, Texas:

1. Oil, Gas and Mineral Lease dated January 31, 1990, between DARBY C. BALASKO, as Lessor, and Ogden Resources Corporation as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League, A-237, Brazos County, Texas, recorded in Vol. 1167, page 367, of the Official Records of Brazos County, Texas.
2. Oil, Gas and Mineral Lease dated January 31, 1990, between EVELYN R. CAHILL, as Lessor, and Ogden Resources Corporation as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League, A-237, Brazos County, Texas, recorded in Vol. 1167, page 371, of the Official Records of Brazos County, Texas.
3. Oil, Gas and Mineral Lease dated January 31, 1990, between MICHAEL R. CAHILL and AUDREY R. CAHILL, as Lessor, and Ogden Resources Corporation as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League, A-237, Brazos County, Texas, recorded in Vol. 1167, page 375, of the Official Records of Brazos County, Texas.
4. Oil, Gas and Mineral Lease dated December 14, 1989, between BESSIE HEJL, as Lessor, and Ogden Resources Corporation as Lessee, covering 15 acres of land, more or less, out of the H. D. Taylor Survey, A-230, and the E. W. Taylor Survey, A-231, Brazos County, Texas, recorded in Vol. 1162, page 837, of the Official Records of Brazos County, Texas.
5. Oil, Gas and Mineral Lease dated December 1, 1989, between SYLVIA H. HOLMES, ET VIR, as Lessor, and Ogden Resources Corporation as Lessee, covering 111.5 acres of land, more or less, out of the H. D. Taylor Survey, A-230, and the E. W. Taylor Survey, A-231, Brazos County, Texas, recorded in Vol. 1162, page 840, of the Official Records of Brazos County, Texas.
6. Oil, Gas and Mineral Lease dated September 10, 1991, between GEORGE W. NASH, ET UX, as Lessor, and Ogden Resources Corporation, as Lessee, covering 5.099 acres of land, more or less, out of the John Williams League, A-237, Brazos County, Texas, recorded in Vol. 1345, page 210, of the Official Records of Brazos County, Texas.
7. Oil, Gas and Mineral Lease dated December 14, 1989, between JEROME ZUBIK, ET UX, as Lessor, and Ogden Resources Corporation as Lessee, covering 46.76 acres of land, more or less, out of the E. W. Taylor Survey, A-231, Brazos County, Texas, recorded in Vol. 1162, page 843, of the Official Records of Brazos County, Texas.

-----AND NO OTHERS-----

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. 1435, Page 28 in Official Records of said  
County on file in my office.

ATTEST \_\_\_\_\_ 10/20/98  
Mary Ann Ward, County Clerk  
Brazos County, Texas  
[Signature] Deputy



501796

FILED

CORRECTION ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

92 SEP 24 AM 10:55

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BRAZOS

*Mary Ann Ward* CO. CLERK  
BRAZOS COUNTY COURTHOUSE  
BRYAN, TEXAS  
BY *Jared McMillan* DEPUTY

WHEREAS OGDEN RESOURCES CORPORATION, whose address is 1860 Greenfield Plaza, Bryan, Brazos County, Texas, 77802 (hereinafter referred to as "Assignor"), is the owner of the Oil, Gas and Mineral Leases (the "Leases") described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Assignor, subject to the reservations hereinafter contained, desires to assign the Leases to Union Pacific Resources Company, whose address is P.O. Box 7, Ft. Worth, Texas 77101-0007 (hereinafter referred to as "Assignee") as hereinafter provided:

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all overriding royalty interests of record, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN unto Assignee, its successors and assigns, all of its right, title and interest in and to the Leases together with a like interest in all the personal property located thereon. It is the express intent of Assignor by this instrument to assign all of its right, title and interest in and to the Leases, including, without limitation, the interest Assignor received from Emil E. Ogden and John Heyburn by Assignments of Oil, Gas and Mineral Leases dated February 19, 1992, recorded in Volume 1431, Pages 232 and 235, respectively.

Assignor hereby reserves unto itself, it's successors and assigns, an OVERRIDING ROYALTY INTEREST equal to the difference between all lease burdens of record, including Lessors royalty, and 20.6253% of all the oil, gas and other minerals produced from the Leases. The Overriding Royalty Interest reserved herein shall be calculated free and clear of the costs and expenses, and deductions for exploration, drilling, development, and production, including, but not limited to, costs of dehydration, storage, compression, separation by mechanical means, and stabilization of the hydrocarbons at the well, but shall bear it's proportionate share of severance and other taxes based upon production and the actual, reasonable costs charged and deducted in order to transport, compress, stablize, or treat the production off the leased premises in order to make the production salable, or in order to get production to market.

In the event that Assignee, its successors or assigns, directly or indirectly, acquire prior to or within six (6) months after the expiration of the last of the Leases to expire, a new oil, gas and mineral lease or leases, covering all or any part of the land covered by the Leases, said new lease or leases will be considered as a renewal and/or extension of said prior lease or leases and Assignee, its successors and assigns, will execute and deliver unto Assignor, its successors and assigns, an Assignment of an Overriding Royalty Interest equal to the Overriding Royalty Interest herein reserved by Assignor. However, in no event shall the Overriding Royalty Interest reassigned to Assignor, its successors and assigns, be less than one thirty-second (1/32) of all oil, gas and other minerals produced from said renewal and/or extension lease or leases.

It is understood and agreed that the Overriding Royalty Interest herein reserved may be pooled and unitized in accordance with the provisions of the Leases, without the necessity of obtaining the consent of the Assignor herein. In such event, the Overriding Royalty Interest shall be proportionately reduced in the proportion that the number of surface acres of the Lease bears to the total number of acres in the pooled or unitized area.

If the Lessor of any lease owns an interest in the oil, gas or other minerals in any part of the land covered thereby which is less than the entire undivided fee simple estate therein, then as to such tract the said Overriding Royalty Interest shall be paid to Assignor in the proportion which the interest of the Lessor in the oil, gas and other minerals bears to the entire undivided fee simple estate therein.

This assignment is subject to and burdened with all of the terms and provisions of the Leases and any Assignment of Overriding Royalty Interest of record covering the Leases.

Prior to the expiration date of the Leases, Assignee agrees that all of the acreage acquired by virtue of this assignment shall be included within the boundaries of a proration unit or units surrounding a horizontal well or wells.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, and assigns.

Assignor hereby warrants title by, through and under Assignor but not otherwise.

IN WITNESS HEREOF, this instrument is executed this the 10  
day of July, 1992, but effective for all purposes as of February 20,  
1992.

UNION PACIFIC RESOURCES COMPANY

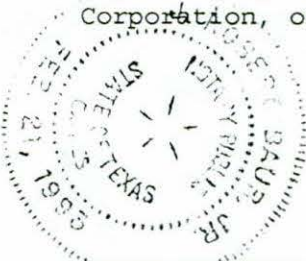
OGDEN RESOURCES CORPORATION

by: Elly Barnes  
name: ELLY BARNES  
Attorney In Fact

by: Stephen E. Ogden  
Stephen E. Ogden  
President

STATE OF TEXAS  
COUNTY OF BRAZOS

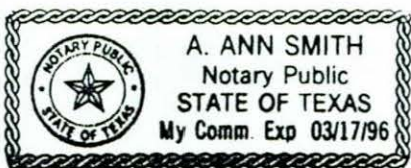
This instrument was acknowledged before me on this the 10<sup>th</sup>  
day of July 1992, by Stephen E. Ogden, President of Ogden Resources  
Corporation, on behalf of said corporation.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on this the 23<sup>rd</sup>  
day of ~~July~~ September 1992, by Elly Barnes, Attorney In Fact of  
Union Pacific Resources Company, a Delaware Corporation, on behalf of  
said corporation.



A. Ann Smith  
NOTARY PUBLIC, STATE OF TEXAS



EXHIBIT "A"

To a Correction Assignment of Oil, Gas and Mineral Leases between OGDEN RESOURCES CORPORATION, as Assignor, and UNION PACIFIC RESOURCES COMPANY, as Assignee, covering the following Leases and property in Brazos County, Texas:

1. Oil, Gas and Mineral Lease dated January 31, 1990, between DARBY C. BALASKO, as Lessor, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League A-237, Brazos County, Texas, recorded in Volume 1167, Page 367 of the Official Records of Brazos County, Texas.
2. Oil, Gas and Mineral Lease dated January 31, 1990, between EVELYN R. CAHILL, as Lessor, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League A-237, Brazos County, Texas, recorded in Volume 1167, Page 371 of the Official Records of Brazos County, Texas.
3. Oil, Gas and Mineral Lease dated January 31, 1990, between MICHAEL R. CAHILL and AUDREY R. CAHILL, as Lessor, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres of land, more or less, out of the John Williams League A-237, Brazos County, Texas, recorded in Volume 1167, Page 375 of the Official Records of Brazos County, Texas.
4. Oil, Gas and Mineral Lease dated December 14, 1989, between BESSIE HEJL, as Lessor, and Ogden Resources Corporation, as Lessee, covering 15 acres of land, more or less, out of the H.D. Taylor Survey A-230 and the E.W. Taylor Survey A-231, Brazos County, Texas, recorded in Volume 1162, Page 837 of the Official Records of Brazos County, Texas.
5. Oil, Gas and Mineral Lease dated December 1, 1989, between SYLVIA H. HOLMES, ET VIR, as Lessor, and Ogden Resources Corporation, as Lessee, covering 111.5 acres of land, more or less, out of the H.D. Taylor Survey A-230 and the E.W. Taylor Survey A-231, Brazos County, Texas, recorded in Volume 1162, Page 840 of the Official Records of Brazos County, Texas.
6. Oil, Gas and Mineral Lease dated September 10, 1991, between GEORGE W. NASH, ET UX, as Lessor, and Ogden Resources Corporation, as Lessee, covering 5.099 acres of land, more or less, out of the John Williams League A-237, Brazos County, Texas, recorded in Volume 1345, Page 210 of the Official Public Records of Brazos County, Texas.
7. Oil, Gas and Mineral Lease dated December 14, 1989, between JEROME ZUBIK, ET UX, as Lessor, and Ogden Resources Corporation, as Lessee, covering 46.76 acres of land, more or less, out of the E.W. Taylor Survey A-231, Brazos County, Texas, recorded in Volume 1162, Page 843 of the Official Records of Brazos County, Texas.

-----AND NO OTHERS-----



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. 1006, Page 256 in Official Records of said County on file in my office.

ATTEST \_\_\_\_\_ 10/06/92  
Mary Ann Ward, County Clerk  
Brazos County, Texas  
Kevin Church, Deputy

503831

FILED

92 OCT 20 AM 10:43-M0138

OIL AND GAS LEASE

*Roy Law Ward* CO. CLERK  
BRAZOS COUNTY COURTHOUSE  
BRYAN, TEXAS  
*Robert Stuedgen*

THE STATE OF TEXAS

COUNTY OF BRAZOS

THIS AGREEMENT made and entered into this 1st day of September, 1992, by and between MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation, hereinafter called "Lessor", and UNION PACIFIC RESOURCES COMPANY, a corporation to be addressed at P.O. Box 7, Fort Worth, Texas 76101-0007, hereinafter called "Lessee":

WITNESSETH

1. Lessor, in consideration of Ten and 00/100 Dollars (\$10.00) cash in hand paid, and other valuable considerations, of the royalties hereinafter provided, for and during the term as herein set out, and of the agreements of Lessee hereinafter contained, upon and subject to the further covenants and conditions hereof, hereby LEASES AND LETS unto Lessee, exclusively for the purposes of investigating, exploring, prospecting, drilling, mining for and producing oil, gas and other related petroleum products, laying pipe lines and building structures thereon to produce, save, own, take care of and transport said oil, gas and other related petroleum products, all the right, title and interest of the Lessor in and to the following described land, sometimes hereinafter called "leased premises", located in Brazos County, Texas.

viz:

MOPAC Right of Way over and across a portion of the John Williams Survey A-237 and the E.W. Taylor Survey A-231, more fully described as a 100 foot wide strip of land, being 50 feet on either side of the centerline of the Missouri Pacific Railroad Company line, beginning at I.C.C. Station No. 825+50 (approx.) and extending in a Northwesterly direction approximately 4,550 feet to I.C.C. Station No. 780+00 (approx.), and containing 10.46 acres, more or less.

2. As the leased premises are a part of Lessor's right of way and appurtenant premises and as drilling operations for the production of oil, gas and other related petroleum products upon same would be difficult and possibly burdensome to Lessor, considering the use thereof it is agreed that Lessee shall never conduct any actual drilling or other operations upon the leased premises for the production, transporting or storage of oil, gas or other related petroleum products, thereon or therefrom, and Lessee hereby agrees not to locate any well or wells on, or lay any pipe lines on or through, or build any structures on, or otherwise use, the leased premises for the drilling for, production, transporting or storing, of oil, gas or other related petroleum products unless Lessor shall have first consented thereto in writing, and in the event said Lessor has so consented, Lessee's use of the leased premises shall be on the following terms and conditions:

(a) Wells, and the pipe lines and structures referred to in Paragraph 1, shall be located by Lessee on the leased premises only at such places as shall be approved from time to time in advance by Lessor in writing. When requested by Lessor, Lessee shall bury and at all times maintain all pipe lines at a sufficient depth so as not to interfere with Lessor's operations.

(b) Lessee agrees at all times to conduct its operations hereunder in conformity with the requirements of Federal, State, County, and Municipal authorities, and to comply with all valid rules and regulations of the Texas Railroad Commission or other governmental body having jurisdiction.

(c) Lessee shall not shoot, complete, treat or rework any well on the leased premises without notifying Lessor by telephone or telegraph not less than Forty-eight (48) hours before any such shooting, completing, treating or reworking, and Lessee agrees to carry out such operations only during such period as may be specifically designated by Lessor after receiving such notice. Lessee shall conduct all operations on the leased premises with every possible precaution and in the most approved manner, so as to avoid all risk of explosion, fire or other catastrophe, and so as not to interfere with the safe and convenient operations of Lessor or other persons in possession of any part of Lessor's premises. After completion, all producing wells located on the leased premises shall, at Lessee's expense, be enclosed with a "cyclone" or similar type fence, or in concrete cellars, the design of which shall be subject to approval of Lessor.

(d) Lessee agrees to keep the leased premises at all times clean and safe from waste oil and gas, and not to store any oil on the leased premises except on receiving the

prior written permission of Lessor, and to take all possible precautions against hazard of fire, explosion, or other catastrophe.

(e) Lessee agrees that it will not interfere with the telegraph, telephone and signal lines and appurtenant structures, or improvements upon the leased premises or with the operation of any thereof. Should it become necessary to move said telegraph, telephone and signal lines and appurtenant structures, or improvements, or any of them, Lessee shall give reasonable notice thereof to Lessor, and Lessor shall thereupon, at Lessee's expense, within a reasonable time, so move the same as to permit Lessee to conduct its operations in accordance with the terms of this lease.

(f) Lessee hereby agrees that it will not interfere with the use and occupancy of the leased premises for railroad, warehouse or industrial purposes by Lessor or by anyone thereon by Lessor's authority, nor with the property thereof, and will promptly pay any and all damages resulting from any such interference with or damage to or destruction of property thereon.

(g) No storage tank, flow tank, oil sump or separator, or similar installations or equipment shall be built or installed by Lessee on the leased premises without securing the prior written permission of Lessor.

(h) Lessee hereby releases and discharges Lessor from and shall indemnify and save Lessor harmless from and against any and all liability, damages (including direct, remote and consequential damages), cost and expense (including cost of investigation, litigation, and a reasonable attorney's fee) incident to, arising out of, or in any way directly or indirectly connected with the damage to or destruction of property of any person whomsoever, or injury to (including injury resulting in death) or death of any person whomsoever, which would not have arisen or accrued but for the execution of this instrument, or for the exercise by Lessee (its agents, servants, or employees), Lessee's contractors (and the agents, servants or employees of any of said contractors), or Lessee's licensees or invitees, of the rights and privileges herein conferred on Lessee, or resulting from the operations of Lessee howsoever performed on or about the leased premises or from the breach of all or any of the covenants or conditions hereof.

No other provisions hereof, nor the provision of any insurance, guaranty or suretyship of or by any other person or persons shall relieve, waive or limit the liability of Lessee as provided in this Subparagraph (h).

(i) If, pursuant to the provisions of this Paragraph 2, Lessee shall have installed, erected or placed on the leased premises property of the Lessee, then and in that event Lessee shall, within Ninety (90) days after the expiration of this lease, as to any part or all of the leased premises, or abandonment of any operations by the Lessee thereon, fill all pits and remove all property, other than well casing, placed thereon by Lessee and, as to well casing, Lessee shall have the right to draw and remove the same provided that proper precautions, having the prior approval of Lessor, are taken to prevent blowouts or present or future damage to the leased premises, leaving said premises in a condition satisfactory to Lessor, but it is specifically agreed that this limitation shall apply only to pits and property located on the leased premises and shall not apply to land with which the leased premises may be pooled.

(j) Lessee further agrees at Lessee's expense to procure, and at all times to maintain insurance (the policies to be satisfactory to Lessor as to form and content) in a company, or companies, authorized to do business in Texas and approved by Lessor, protecting Lessor primarily and Lessee secondarily against all losses for which liability of Lessee is set forth in Subparagraph (h) of this Paragraph 2, which policy shall contain a provision expressly covering all of the liabilities of Lessee to Lessor assumed by Lessee in said Subparagraph (h). The limits of such policy shall not be less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of damage to or destruction of property. Lessee shall furnish Lessor such policies at least Forty-eight (48) hours before entering the said leased premises hereunder.

(k) It is understood and agreed that the above covenant (j) in this numbered paragraph, relating to insurance, is applicable only in the event of drilling on the leased premises and does not apply in the event all drilling is on other land or leases with which the leased premises are pooled, but covenants (a) through (i) of this Paragraph 2 are applicable to all operations of every kind and character of Lessee hereunder on the leased premises.

3. Lessee shall have the right to pool or combine the acreage covered by this lease as a whole, or in part, as to oil and gas or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent and subject to the provisions hereinafter stipulated. Unless otherwise required pursuant to the rules or regulations of any governmental authority having jurisdiction thereover, units for oil hereunder shall not substantially exceed forty (40) acres each in area, plus an acreage tolerance not to exceed 10% of forty (40) acres, and units pooled for gas hereunder shall not substantially exceed in area six hundred forty (640) acres each, plus an acreage

tolerance not to exceed 10% of six hundred forty (640) acres. Lessee, under the provisions hereof, may pool or combine the acreage covered by this lease, or any part thereof, as hereinbefore provided as to oil in any one or more strata, and as to gas in any one or more strata. Oil units need not conform as to area with gas units. The pooling in one instance shall not exhaust the rights of the Lessee hereunder to pool this entire lease, or any part thereof, into another unit (in accordance with the standards set forth above and when not detrimental to the interest of Lessor). Lessee shall file for record in the appropriate records of the county in which the leased premises are situated, an instrument describing and designating the pooled acreage as a pooled unit either before or after production is secured, and such filing for record shall have the effect of creating the pooled unit so described and designated. The pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on, or production of oil or gas from, any part of the pooled unit comprised in part of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument, or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from the leased premises, whether or not the well or wells be located on the leased premises, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties or production payments from the pooled units, as if the same were included in this lease. For the purpose of computing the royalties and other payments provided for out of production to which each owner is entitled on the production of oil and gas or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit a prorata portion of the oil and gas, or either of them, produced from the pooled unit. Such allocation shall be on an acreage basis, that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit that prorata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties and other payments hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the particular unit involved, just as though such production were had from such land. The production from an oil well will be considered production from the leased premises or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the leased premises or gas pooled unit from which it is producing and not from an oil pooled unit.

(a) If, in the interest of conservation and/or economy of operation, Lessee desires to combine the leased premises in and participate in a fieldwide unitization plan, Lessee is hereby granted the right to include the entire leased premises within the unitized area, provided that all of the provisions of this lease are complied with and provided Lessee shall exercise the utmost good faith in so handling Lessor's interests and property to the best interest of Lessor. Any such consolidate or fieldwide unit must contain at the time of enlargement, consolidation or formation thereof, at least one commercial gas well for each six hundred forty (640) acres of land embraced therein (if a gas unit), plus an acreage tolerance not to exceed 10% of six hundred forty (640) acres, and/or at least one commercial oil well for each forty (40) acres of land embraced therein (if an oil unit), plus an acreage tolerance not to exceed 10% of forty (40) acres. Such unitization shall be accomplished by Lessee executing and filing for record in the office of the County Clerk in any county in which the leased premises or a part thereof are situated a recordable instrument identifying the lands comprising the unit, and it shall not be necessary for Lessor to join in such instrument or to ratify or approve any unit so created, provided that any such unit shall be in conformity with the laws affecting and relating thereto, and with the rules and regulations of any governmental authority having jurisdiction and shall be in conformity with authority granted in other leases in any such unit.

(b) It is understood and agreed that at the expiration of the primary term, as defined in Paragraph 4 thereof, this lease shall, (i) as to any portion of the leased premises not included within a producing unit (or a unit on which operations are in progress in accordance with Paragraph 6 hereof), and (ii) as to all depths greater than 100 feet below the then deepest producing geological horizon on the leased premises, automatically terminate, and Lessee will furnish a recordable release within ninety (90) days thereafter.

4. Subject to the other provisions herein contained, particularly (without limitation) Paragraph 3(b) above, this lease shall be for a term of one (1) year from the date hereof, called primary term, and as long thereafter as oil or gas is produced in commercial quantities from the leased premises or land with which leased premises are pooled hereunder; and it is specifically agreed that drilling or reworking operations on, or production from, a pooled unit including the leased premises will be considered drilling or reworking operations on, or production from, the leased premises, subject to all the terms and provisions hereof.

*ALL OPERATIONS FOR DRILLING ARE NOT COMMENCED ON LEASED PREMISES OR ON A UNIT OR UNITS INCLUDING ALL OR PART OF THE LEASED PREMISES AS HEREIN PROVIDED ON OR BEFORE ONE YEAR FROM THE DATE*

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6. If, at the expiration of the primary term, referred to in Paragraph 4 hereof, oil or gas is not being produced in commercial quantities from the leased premises or acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, and then commences drilling or reworking operations before said ninety (90) day period expires, the lease shall remain in full force and effect, as to all depths greater than 100 feet below the then deepest producing geological horizon on the leased premises, so long as operations are diligently prosecuted with no cessation of more than ninety (90) consecutive days, and, if such operations result in production of oil or gas so long thereafter as oil or gas is produced in commercial quantities from the leased premises or acreage pooled therewith, with the exception that after the primary term production from a unit including a part of the land covered hereby, shall maintain this lease only with respect to the land included in such unit. If, at any time after the expiration of the primary term, production from the leased premises or acreage pooled therewith should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, and in that event the lease shall continue, as to the land still effectively covered hereby at the time of such cessation of production, for so long as such operations are diligently prosecuted with no cessation of more than ninety (90) days and in the event oil or gas is produced in commercial quantities, shall continue for so long thereafter as oil or gas is produced in commercial quantities from the leased premises or acreage pooled therewith, provided that after the primary term production from a unit including a part of the land covered hereby, shall maintain this lease only with respect to the land included in such unit; and this provision shall be recurring from time to time in the event of cessation of production.

7. In the event a well or wells be drilled on nearby lands and draining the leased premises, then (unless the lands on which such well or wells are located be lawfully pooled with the leased premises) Lessee agrees to drill such offset well or wells as a reasonable prudent operator would drill in the same or similar circumstance to protect against or offset said drainage.

8. The royalties to be paid by Lessee are as follows:

(a) On oil, one-fourth (1/4) of that produced and saved from the leased premises, or credited to the leased premises under a lawful pooling agreement in accordance with the terms of this lease, delivery of such oil to be made free of cost to the credit of Lessor into storage tanks or into the pipelines to which the well or wells may be connected. Lessee shall at Lessor's election from time to time purchase any royalty oil in its possession, paying therefore the market price prevailing for the field where produced on the date of purchase.

(b) On all gas produced from the leased premises, including casinghead gas and residue gas at the tailgate of any plant through which gas produced from the leased premises may be processed, one-fourth (1/4) of the market value of the gas at the well or at the place of use or sale, which ever is larger, or, at Lessor's option, one-fourth (1/4) of the gas in kind at the well or at Lessor's option, at the outlet side of the separator, hereinafter provided for, or at the tailgate of any plant through which gas is processed, as the case may be. Lessee shall not be liable for any claims, damages or causes of action due to Lessor's exercising the above option. Prior to the use or sale of all gas produced from the leased premises, Lessee shall run such gas through a field-type separator or other comparable equipment ordinarily used in the industry for the purpose of separating, extracting and saving liquid and liquefiable hydrocarbons recoverable from the gas; provided, however, Lessee shall not be required to run the gas through a field-type separator or comparable equipment if the gas is to be processed in a recycling, absorption or pressuring or other plant, or if the liquid hydrocarbon content of the gas is so small as to make the installation and operations of field-type separators or comparable equipment unprofitable, or if the pressure of the gas is such that running the gas through separators or comparable equipment would diminish the ability to sell and deliver the separated gas against existing gathering system or pipeline pressures. On all liquid hydrocarbons saved in field-type separators or comparable equipment, Lessee shall account

to Lessor for one-fourth (1/4) thereof in the same manner as provided for in Paragraph (a) above.

(c) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by any extraction, absorption, pressuring or other plant belonging wholly or in part to Lessee or any subsidiary or affiliate of either one of them one-fourth (1/4) of the market value at the plant of all such condensate and other products so separated, extracted, or manufactured or, at Lessor's option, one-fourth (1/4) of such condensate and other products in kind shall be delivered to Lessor at the plant. In the event of the blending of any part of such condensate or other products with chemical additives for making any product therefrom, the royalty on such products, whether paid in kind or market value, shall be calculated at the plant on the resulting blended product.

(d) On condensate and all other products separated, extracted or manufactured from gas produced from the leased premises by an extraction, absorption, pressuring or other plant belonging to a third party or parties other than a subsidiary or affiliate of Lessee where either one of them have an interest, proprietary or managerial, or where Lessee, its subsidiary or affiliates receive payment attributable to gas produced hereunder one-fourth (1/4) of the amount received by Lessee, but in no event less than the market value, from the sale of condensate and other products separated, extracted or manufactured by said plant and credited to Lessee.

(e) All royalty payments in this Paragraph 8, which are to be paid to Lessor in cash, shall be made to Lessor at P. O. Drawer 97-0539, Fort Worth, Texas 76197-0539, on or before the last day of each month for all runs of production during the preceding calendar month.

9. If Lessor owns no interest, or Lessor's title wholly fails, as to any specific part or parts of the leased premises, no royalty or any other payment shall be due hereunder as to such part or parts with respect to which there is a lack or loss or failure, of title. If Lessor owns an interest less than the entire fee simple estate in the minerals covered by this lease, or Lessor's title fails as to an undivided interest in all or any specific part or parts of the leased premises, then the royalties and all other payments hereunder shall be reduced proportionately; and in this connection it is agreed that the term "proportionately" as used in this sentence shall mean that all royalties and other payments shall be reduced by the fractional share as to which there is a loss or failure of title with respect to the acreage involved; provided, however, Lessor shall in no event be liable for return of royalties delivered or paid to it or other payments paid to it hereunder.

10. The rights of Lessor hereunder may be assigned in whole or in part, and the provisions hereof may extend to Lessor's successors and assigns; but, except as otherwise provided herein, no change or division in ownership of the land, royalties or other payments hereunder, however resulting or accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no such change or division of ownership shall be binding upon Lessee until 30 days after Lessee has been furnished with a true copy of the instrument evidencing same, together with recordation information in respect thereto. Provided, however, that in the event the Lessor shall transfer or assign all or any part of its oil and gas ownership in respect of the lands herein described, or any part thereof, the provisions hereof relating to surface use and permission relating thereto, indemnification (hold harmless agreements) and insurance, shall, nevertheless, continue to run in favor of MISSOURI PACIFIC RAILROAD COMPANY, and the term "Lessor", for such purposes, shall include MISSOURI IMPROVEMENT COMPANY, its successors and assigns (whether by merger, consolidation, or otherwise), so long as any thereof shall own, use or occupy the surface of any portion of such property for railroad, transportation or related purposes. The operating rights, duties and privileges of the Lessee shall not be assignable, either voluntarily or involuntarily, in whole or in part, except with the written consent of Lessor, which said written consent shall not be unreasonably withheld. Any assignee or transferee shall be bound by the terms hereof so far as the same relates to the interest assigned or transferred to such assignee or transferee; but no assignment or transfer shall relieve Lessee for any of its obligations and duties, but Lessee shall remain presently and primarily liable for performance of all such obligations and duties, express or implied, with respect to the entire leased premises. Lessee may, however, assign any portion of the proceeds from the working interest hereunder without the written consent of the Lessor.

11. Lessee shall, without cost to Lessor, furnish Lessor with copies of the logs of all wells drilled by Lessee on the leased premises or acreage pooled therewith, including all electric logs and other surveys, as described in Exhibit "A" attached hereto and made a part of hereof, with reference to such wells. Lessor shall, at all reasonable times during office hours, have access to Lessee's records and books of accounts relating to the production and sale of oil and gas under the provisions of this lease. All information requested in this Paragraph 11 shall be addressed to Lessor at P. O. Box 7, Ft. Worth, Texas 76101-0007.

12. This agreement is executed without warranty of title, either express or implied, on the part of Lessor, and Lessor shall not be required to warrant title to production in any division order or similar marketing contract to obtain marketing of production. Except as herein otherwise provided, the provisions hereof shall inure to the use and benefit of and shall be binding upon the successors and assigns of Lessor and the heirs, successors and assigns of Lessee.

13. Where gas from a well capable of producing gas is not sold, Lessee may pay to Lessor on or before the first day of the month after sixty (60) days from the date of shutting in said gas

well, a sum equal to Four dollars (\$4.00) an acre for the land in the gas unit then held hereunder (hereinafter called "shut-in gas royalty"), which payment shall maintain this lease in force and effect as to gas rights only for one year from the date of payment, and if such payment is made or tendered, it will be considered that gas is being produced from this lease in paying quantities. In like manner, with like effect, and upon like payments, or tenders on or before the expiration of the last preceding annual period for which such payment, tender or deposit has been made, this lease, as to gas rights only, may be maintained in force and effect for successive annual periods of one (1) year each until such time as this lease is maintained by production, operations or otherwise under the terms hereof; provided, however, that in the absence of actual marketing of production from this lease in paying quantities, it may not be maintained in force under the provisions of this shut-in gas royalty clause for a period of more than two (2) years in the aggregate.

IN WITNESS WHEREOF, the parties hereto have executed these presents in multiple originals as of the date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

MISSOURI PACIFIC RAILROAD COMPANY  
(LESSOR)

By

Jim Hansen VAA  
Attorney-In-Fact

Tax ID No. 43-1118635

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

UNION PACIFIC RESOURCES COMPANY  
(LESSEE)

By

Debra Johnson

Title: Attorney-In-Fact



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

On this 4<sup>th</sup> day of September, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J.M. Hansen, personally known to me to be the person whose name is subscribed to the within instrument, as the Attorney-In-Fact for MISSOURI PACIFIC RAILROAD COMPANY, and acknowledged to me that she subscribed the name of MISSOURI PACIFIC RAILROAD COMPANY, thereto as principal, and her own name as Attorney-In-Fact.

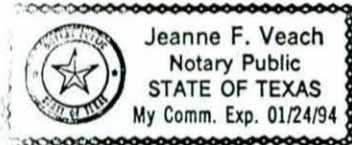
IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office the day and year last above written.

My Commission Expires:

\_\_\_\_\_

J.F. Veach  
Notary Public

STATE OF Texas  
COUNTY OF Tarrant



On this 8<sup>th</sup> day of September, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Delra Johnson, personally known to me to be the person whose name is subscribed to the within instrument, as Attorney-in-fact for UNION PACIFIC RESOURCES COMPANY, and acknowledged to me that she subscribed the name of UNION PACIFIC RESOURCES COMPANY, thereto as principal, and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office the day and year last above written.

My Commission Expires:

03/25/95

Charlotte Campbell  
Notary Public

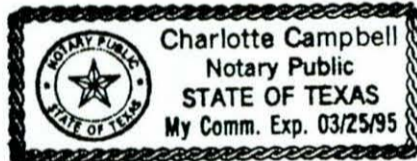


Exhibit "A"

UNION PACIFIC RESOURCES COMPANY  
DATA AND NOTICE REQUIREMENTS

NOTE: This list of requirements should be directed to the proper departments for handling in order to expedite processing of data and so as not to jeopardize the status of this Lease Agreement. It is imperative that the information be furnished in a timely manner.

The data listed below should be mailed to the following office to the attention of the individual responsible for the data:

UNION PACIFIC RESOURCES COMPANY  
P.O. BOX 7  
FORT WORTH, TEXAS 76101-0007

DATA REQUIREMENTS

(1) GEOLOGICAL RECORDS - mail to the attention of Keith Edmonds, MS-3307

- 3 - Electric Logs, Microlog and other Ra Logs (field and final)
- 1 - Directional Survey (Eastman, Etc.)
- 3 - Core analysis
- 1 - Temperature Survey, Section Gauge, Collar Log, etc.
- 3 - Drill Stem Tests
- 2 - Gas/Oil Ratio Tests
- 3 - Reservoir Fluid or Gas Analysis, if samples analyzed
- 3 - Open Flow Tests and Shut-In Tests, if gas well (State or 4-Point)
- 1 - Mud Logging Unit (field)
- 1 - Mud Logging Unit (final)

(2) DAILY DRILL REPORT - mail to attention of Mary Maynard, MS-3801

- 1 - Copy daily showing gross daily cost and gross cumulative cost-to-date, API number, casing points, mud weight, number of drilling days, completion days, spud date, drilling contractor's name and number.

(3) PRODUCTION RECORDS - mail to the attention of Mary Maynard, MS-3801

- 1 - Approved Intent To Drill (showing API number)
- 1 - Wellsite Survey Plat
- 1 - Completion Report and P&A Report and all sundry forms filed with State, Federal or Indian Agencies.
- 1 - Monthly Production reports

(4) GAS SALES INFORMATION - mail to the attention of D.G. Raver, MS-3201

- 1 - List of gas purchasers in the area
- 1 - Intended gas purchaser for operator
- 1 - Who will connect gas line

(5) Land Information - mail to attention Land Administration, MS-3110

- 1 - Copies of all Title Opinions and Division Order Title Opinions
- 2 - Copies of all Unitization, Communitization and/or Designation of Unit Agreements, fully executed and recorded, for each well.

\*\*\*\*\*

Twenty-four hour notice prior to coring, logging, drill stem tests, etc., are to be given to:

Geologist responsible for Operation:

Alternate Geologist responsible for Operation:

Name: Keith Edmonds

Name: \_\_\_\_\_

Office Phone: (817) 877-7730

Office Phone: \_\_\_\_\_

File No. MF-95170

Adjacent Leases

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

M-95170  
Adjacent Leases

(13)

05050

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: 10-20-98

ATTEST  
Mary Ann Ward, County Clerk  
Brazos County, Texas

Debbie Burch, Deputy



# Union Pacific Resources

A Subsidiary of Union Pacific Corporation

## DIVISION ORDER

DATE: 07/22/93

DL D

PROPERTY NUMBER: 099150 PRODUCT(S): CRUDE OIL, GAS  
 B F  
 PROPERTY NAME: ZUBIK-SMITH UNIT #1 COUNTY/PARISH: BRAZOS  
 OPERATOR: UNION PACIFIC RESOURCES STATE: TEXAS  
 LEGAL DESCRIPTION: EDWARD TAYLOR SURVEY.

STATE OF TEXAS  
 % COMMISSION GEN. LAND OFFICE  
 1700 N CONGRESS AVENUE  
 STEPHEN F. AUSTIN BLDG.  
 AUSTIN TX 78701

005772101001

100 200

THIS IS YOUR COPY. PLEASE RETAIN FOR YOUR RECORDS.  
 IMPORTANT: YOU MUST PROVIDE YOUR SOCIAL SECURITY OR TAX ID NUMBER. YOUR SIGNATURE AND THOSE OF TWO WITNESSES MUST ALSO BE PROVIDED. YOUR SIGNATURE CONFIRMS THE INTEREST IDENTIFIED BELOW TO OWNER #0057721-01 DOI ID# 001, AND BINDS YOU TO THE TERMS ON THE REVERSE SIDE OF THIS DOCUMENT. FURTHER, YOU HEREBY CERTIFY UNDER PENALTIES OF PERJURY, AS REQUIRED BY THE INTERNAL REVENUE CODE, THAT THE NUMBER SHOWN ON THIS FORM IS YOUR CORRECT TAX ID NUMBER. PLEASE RETURN THE EXECUTED DIVISION ORDER TO UNION PACIFIC RESOURCES CO. P.O. BOX 2993, FORT WORTH, TEXAS 76113-2993. THIS DIVISION ORDER SHALL BE EFFECTIVE AS OF 7:00 A.M. ON THE FIRST DAY OF FEBRUARY 1993.

OWNER SIGNATURE(S)/CORPORATE TITLE

SIGNATURE OF WITNESS #1

SOCIAL SECURITY OR TAX ID #

SIGNATURE OF WITNESS #2

### NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
2019373 01	001	MCZ, INC	OR	0.010728
2125579 01	001	DANIEL R. GLAISER	OR	0.003576
2282545 01	002	OGDEN RESOURCES CORP	OR	0.003839
2291985 01	002	OGDEN-CHAPARRAL LMTD. PART.	OR	0.007679
2291997 01	002	JOHN HEYBURN	OR	0.007679
2294633 01	001	KAREN AUDREY GLAISER	OR	0.003576

#### INTEREST TYPE LEGEND:

WI - WORKING INTEREST OR - OVERRIDING ROYALTY RI - ROYALTY INTEREST  
 PP - PRODUCTION PAYMENT TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company,  
P.O.Box 2993  
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similiar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



# Union Pacific Resources

A Subsidiary of Union Pacific Corporation

PAGE 2  
PROPERTY NUMBER 099150

OWNER NUMBER	DOI/ID	NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.001096
2125600 01	001	SHIRLEY B. OCONNELL	RI	0.006132
2125612 01	001	WILLIAM CHARLES BOLMANSKI	RI	0.006132
2219365 01	002	MISSOURI PACIFIC RAILROAD	RI	0.005941
2294576 01	002	ANN ZUBIK AND JEROME ZUBIK	RI	0.018165
2294588 01	001	UNION ROYALTY COMPANY	RI	0.090497
2294590 01	001	GEORGE W NASH	RI	0.001000
2294607 01	001	GEORGE W NASH	RI	0.001000
2294619 01	002	DUDLEY T SMITH AND ANGELA SMITH	RI	0.050970
2294621 01	002	JACK ZUBIK	RI	0.005118
1536001 01	001	UNION PACIFIC RESOURCES CO.	WI	0.718836
1536001 01	002	UNION PACIFIC RESOURCES CO.	WI	0.031215
2284292 01	001	ROSEHILL ENERGY, INC	WI	0.026821

#### INTEREST TYPE LEGEND:

WI - WORKING INTEREST      OR - OVERRIDING ROYALTY      RI - ROYALTY INTEREST  
PP - PRODUCTION PAYMENT      TP - TOTAL PRODUCTION

UNION PACIFIC RESOURCES COMPANY

TO: Union Pacific Resources Company.  
P.O.Box 2993  
Fort Worth, Texas 76113-2993

1. **OIL** : Oil shall include crude oil, condensate and other liquid hydrocarbons marketed in conjunction with the production of oil and gas. The price of all oil marketed shall be a posted per barrel field price for similar oil for the field where produced or as established under applicable contract, less A) trucking, barging or pipeline expenses, if any, to the point of delivery designated by the purchaser; B) the cost of any treatment necessary to render such oil merchantable; C) any proper deduction for water, dirt, sediment and other impurities; and D) corrections for temperature and gravity made in accordance with established rules prevailing at the time and place of delivery. All oil marketed under the terms of this division order shall become the property of the purchaser to whom it is marketed by Union Pacific Resources Co. (UPRC) when delivered to such purchaser or when delivered into any pipeline or to any person, firm or corporation designated by such purchaser to receive or transport said oil for its account.
2. **GAS** : Gas shall include natural gas, gas liquids, casinghead gas, associated gaseous hydrocarbons and plant by-products marketed in conjunction with the production of oil and gas. The settlement for all gas produced and marketed from the property shall be made on the basis of measurements in accordance with industry standards and shall be priced in accordance with the applicable gas sales contract or processing agreement, less any fair and reasonable charges for, but not limited to, A) compression, B) processing, C) making it merchantable, and D) transportation, if sold or taken off the property.
3. **COMMINGLING** : If production from the property is commingled with production from other properties, a portion of the total shall be allocated to the property on the basis of lease meter readings or any other method generally accepted in the industry.
4. **UNITIZATION** : In the event the production from the property is pooled, unitized or communitized with one or more other properties by voluntary agreement, declaration, operation of law, or by action of a governmental authority with jurisdiction, the oil and/or gas allocated to the property from the total oil and/or gas produced and marketed from the pooled, unitized or communitized area shall be deemed for all purposes to have been actually produced from the property.
5. **TITLES** : If any dispute or question arises concerning title to the interest of the owner(s) in the property or the proceeds from the sale of production therefrom, UPRC shall be furnished, at its request, such evidence of title as it may require. Until such evidence of title is furnished and such dispute or question is resolved to the satisfaction of UPRC, or until satisfactory indemnity is furnished to UPRC, UPRC is authorized to withhold proceeds due the owner(s) of the disputed or questioned interest. If any action or suit is filed in any state or federal court or administrative body affecting an owner(s) interest or proceeds due, owner(s) shall immediately provide written notice to UPRC stating the court or administrative body in which the action is filed and the title of the action.
6. **CHANGE OF OWNERSHIP** : Owner(s), their heirs, representatives, successors or assigns, shall timely notify UPRC, at the address above, of each change in the person or entity entitled to receive payment hereunder. No transfer of ownership or change in the person or entity entitled to receive payment, however effected, shall be binding upon UPRC until it has received, at no expense to UPRC: A) a properly recorded instrument or instruments evidencing such transfer or change; B) such further evidence as UPRC may require; and C) a properly executed division order/transfer order executed by all parties in interest. Furthermore, owner(s) relieve UPRC from the responsibility and liability for determining when and whether such owner's interest shall change or revert to or otherwise become owned by another party. Owner(s) shall indemnify UPRC and hold UPRC harmless from any and all claims, causes of action, damages or losses including, but not limited to, court costs and reasonable attorney's fees which may arise or result to any owner in the event of a change of ownership for which timely and sufficient notice is not received by UPRC. The accounting for all such transfers or changes of interests shall be as of 7:00 AM on the first day of the calendar month following the month in which notice is received by UPRC.
7. **WARRANTIES** : Owner(s) hereby warrants and agrees to forever defend the title to such owner's interest including that owner's share in proceeds from sales. The operator and other working interest owners severally represent that all oil and/or gas produced and marketed from the property has been or will be produced in compliance with all applicable federal, state and local laws, rules and regulations.
8. **TAXES AND ASSESSMENTS** : UPRC shall deduct, as required by applicable law, from any proceeds due an owner, any or all production, severance, ad valorem, excise, sales, and other or dissimilar taxes. Any charges or assessments or any interest or penalties in connection therewith, now or hereafter levied, assessed or placed on such proceeds or an owners interest by a governmental authority will also be deducted.
9. **SETTLEMENT** : Settlement shall be made monthly to owner(s). If the proceeds payable to an owner in any one month amount to less than twenty-five dollars (\$25.00), UPRC may, at its option, accrue such proceeds and proceeds of subsequent months, until the amounts accrued total twenty-five dollars (\$25.00).
10. **EXECUTION** : This document shall be binding upon all signatory parties, their heirs, representatives, successors or assigns.



Texas General Land Office  
Garry Mauro, Commissioner

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

August 06, 1993

Division Order Department  
UNION PACIFIC RESOURCES  
P.O. BOX 2993  
FORT WORTH, TX 76113-2993

RE: Mineral File No. M-95170  
Dear Sir or Madam:

This letter acknowledges the Division Order prepared by your company for execution by the individual royalty owners.

The statutes provide for the royalties that the State receives. It is not the policy of the General Land Office to execute division orders.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and gas to you under the lease, as prescribed by law and under the terms and conditions set out in the lease covering the land in question.

We have filed the division order in the mineral file referenced above. If you have any questions, please feel free to call me at (512) 463-5042.

Sincerely,

Drew Reid, Landman  
Lease Administration  
Energy Resources

DR/dr

File No. MF-9517G

Division Order

Date Filed: 8/6/93

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

(14)

8-6-93

Division Order

M-9517D

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator Union PACIFIC RESOURCES

Unit Name ZUBIK-SMITH #1

County Brazos

Effective Date 2-14-93

Unitized for: Oil  Gas  Oil & Gas

1. M.F. No. 095170

Area H ROW Tr. \_\_\_\_\_

Sec. \_\_\_\_\_ Blk. \_\_\_\_\_ Survey \_\_\_\_\_

$\frac{1.93}{440.14}$	$\times \frac{1}{4}$	<u>.1096</u>	%
<u>.004381</u>	<u>.25</u>	<u>.001096</u>	

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:

DISSOLUTION OF UNIT, RATIFICATION OF LEASE  
AND DESIGNATION OF ZUBIK-SMITH NO. 1 UNIT

STATE OF TEXAS  
COUNTY OF BRAZOS

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

Recitals

A. The valid and subsisting oil, gas, and mineral leases listed on Exhibit "A" attached hereto and made a part hereof (the "Leases") have heretofore been pooled, or some portion thereof, as evidenced by that certain Designation of Oil Unit, recorded in Volume 787, at Page 374, Official Records of Brazos County, Texas, for the Michael Petroleum Corporation - Smith Oil Unit No. 1.

B. It is the desire of the owners of the Leases and the owners of non-operating interests under the Leases to dissolve and reform the unit described in Paragraph A (the "Prior Unit") into a new unit (the "Reformed Unit") to accommodate the drilling of a horizontal well.

NOW, THEREFORE, in consideration of the premises, the receipt and sufficiency of which are hereby acknowledged, the undersigned owners of the Leases hereby terminate the Prior Unit formed by the Designation of Unit listed in Paragraph A above and do hereby pool, consolidate, combine, and unitize said Leases, the leasehold rights, overriding royalty, and royalty interest therein and thereunder for the purpose of drilling for, developing, and producing oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids) into the Reformed Unit, known as the Zubik-Smith No. 1 Unit. The Reformed Unit shall be comprised of the land and interval described on Exhibit "B" attached hereto, as depicted on the Plat attached hereto as Exhibit "C."

For the same consideration, the undersigned non-operating interests ("Royalty Owners"), owning interests within the Prior Unit and also within the Reformed Unit, hereby join in the execution of this instrument for the purpose of evidencing their consent to and ratification of the acts accomplished by this instrument and hereby ratify and consent to the dissolution of the Prior Unit, the formation of the Reformed Unit (the Zubik-Smith No. 1 Unit), and the inclusion therein of that portion of their interests that lies within the Reformed Unit, as more particularly described on Exhibit "B" and Exhibit "C" hereto. For the purposes stated herein, each Royalty Owner hereby **GRANTS, LEASES, and LETS** unto the owner of the lease covering such Royalty Owner's interest, the lands covered by the Reformed Unit subject to the terms of the respective lease covering such Royalty Owner's interest in the Reformed Unit.

If, at any time, any tract of land or interest within the Reformed Unit is not properly pooled or unitized hereby or is not otherwise committed to the Reformed Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

The Reformed Unit covers all production from the land and depths described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Reformed Unit area. Production from the Reformed Unit shall be allocated proportionately among all of the tracts within the Reformed Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Reformed Unit.

The undersigned reserves the right to amend, and each Royalty Owner hereby grants the authority to amend, the Reformed Unit, including any modification or reduction in the size of the Reformed

Unit, from time to time, and at any time, in order to (i) conform this Designation to reflect the final configuration of the Reformed Unit based upon the location and the length of the lateral component of the well drilled thereon; (ii) correct any error herein; (iii) include in the Reformed Unit any newly acquired interests within the Reformed Unit boundaries; or (iv) enlarge the Reformed Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

By execution of this instrument, the undersigned owners of the Leases do not exhaust their right to pool the Leases and lands covered thereby with other leases and lands as to any other minerals, horizon, or strata covered thereby, and they expressly reserve the right and power to pool or unitize the above described Leases and lands with any other leases, lands, horizons, or strata in the vicinity and insofar as the power, right, and authority to do so is granted in the Leases and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

The dissolution of the Prior Unit shall be effective as of the effective time of the Reformed Unit, which shall be effective as of the time and date of first production from the Zubik-Smith Unit Well No. 1, or a substitute well, and shall remain in force as long as the pooled minerals are being produced from the Reformed Unit or so long as the Leases comprising the Reformed Unit are maintained in force and effect by payment or tender of shut-in royalties or delay rentals, if applicable, or by other means, as provided by the terms of the Leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification with the same effect as if all parties had executed one instrument. Failure of any one person owning an interest in the Reformed Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

OWNER(S) OF LEASES:  
UNION PACIFIC RESOURCES COMPANY

By: *Charles A. Baird*  
Its: Attorney-in-Fact

PAC  
MS  
JDC

ROSEHILL ENERGY, INC.

By: *Robert J. Smith*  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

OWNERS OF NON-OPERATING INTERESTS:

\_\_\_\_\_

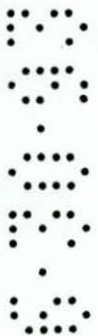
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on February 23, 1993, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



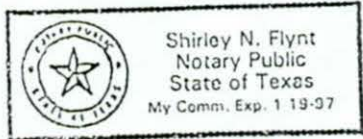
Leigh M. Kauffman  
Signature

Name (Print) \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF TEXAS

COUNTY OF ECTOR

This instrument was acknowledged before me on February 25, 1993, by Robert L. Smith, President of ROSEHILL ENERGY, INC., a Texas corporation, on behalf of said corporation.



Shirley N. Flynt  
Signature

Name (Print) \_\_\_\_\_  
My commission expires \_\_\_\_\_

General Land Office

by: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the  
\_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_  
\_\_\_\_\_, General Land Office, State of Texas

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's printed name \_\_\_\_\_  
Notary's comission expires: \_\_\_\_\_

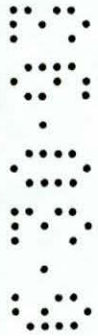


EXHIBIT "A"

Attached to and made a part of that certain Dissolution of Unit, Ratification of Lease and Designation of Zubik-Smith No. 1 Unit effective February 14, 1993.

- 1) Oil, Gas and Mineral Lease dated September 10, 1991, by and between, George W. Nash, and wife, Sheri Nash, as Lessor, and Ogden Resources Corporation, as Lessee, covering 5.099 acres, more or less, as recorded in Volume 1345, Page 210, of the Official Records, Brazos County, Texas. TX-45394
- 2) Oil, Gas and Mineral Lease dated January 31, 1990, by and between, Evelyn R. Cahill, a femme sole, as Lessor, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres, more or less, as recorded in Volume 1167, Page 371, of the Official Records, Brazos County, Texas. TX-45446(1)
- 3) Oil, Gas and Mineral Lease dated January 31, 1990, by and between, Michael R. Cahill and Audrey R. Cahill, both dealing in their separate property, as Lessors, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres, more or less, as recorded in Volume 1167, Page 375, of the Official Records, Brazos County, Texas. TX-45446(2)
- 4) Oil, Gas and Mineral Lease dated January 31, 1990, by and between, Darby C. Balasko, a married woman dealing in her separate property, as Lessor, and Ogden Resources Corporation, as Lessee, covering 81.1534 acres, more or less, as recorded in Volume 1167, Page 367, of the Official Records, Brazos County, Texas. TX-45446(3)
- 5) Oil, Gas and Mineral Lease dated December 14, 1989, by and between, Bessie Hejl, acting in the control and management of her own separate property, as Lessor, and Ogden Resources Corporation, as Lessee, covering 15.00 acres, more or less, as recorded in Volume 1162, Page 837, of the Oil and Gas Records, Brazos County, Texas. TX-45447
- 6) Oil, Gas and Mineral Lease dated December 1, 1989, by and between, Sylvia H. Holmes, and husband, G. B. Holmes, as Lessor, and Ogden Resources Corporation, as Lessee, covering 111.5 acres, more or less, as recorded in Volume 1162, Page 840, of the Oil and Gas Records, Brazos County, Texas. TX-45448
- 7) Oil, Gas and Mineral Lease dated December 14, 1989, by and between, Jerome Zubik and Ann Zubik, Individually and as Husband and Wife, as Lessors, and Ogden Resources Corporation, as Lessee, covering 46.76 acres, more or less, as recorded in Volume 1162, Page 843, of the Official Records, Brazos County, Texas. TX-45449
- 8) Oil, Gas and Mineral Lease dated October 28, 1983, by and between, Dudley T. Smith, and wife, Angela Smith, as Lessors, and MCZ, Inc., as Lessee, covering 109.27 acres, more or less, as recorded in Volume 627, Page 573, of the Official Records, Brazos County, Texas. TX-45997

- 9) Oil, Gas and Mineral Lease dated October 11, 1983, by and between, Shirley O'Connell, a feme sole; William Charles Bolmanski, and wife, Marie Bolmanski, as Lessors, and MCZ, Inc., as Lessee, covering 27.32 acres, more or less, as recorded in Volume 626, Page 328, of the Official Records, Brazos County, Texas. TX-45998
- 10) Oil, Gas and Mineral Lease dated May 5, 1983, by and between, Ernest Cahill, a married man herein dealing in his separate property, as Lessor, and MCZ, Inc., as Lessee, covering 105.00 acres, more or less, as recorded in Volume 86, Page 586, of the Oil and Gas Records, Brazos County, Texas. TX-45999(1)
- 11) Oil, Gas and Mineral Lease dated May 5, 1983, by and between, Evelyn R. Cahill, a feme sole, as Lessor, and MCZ, Inc., as Lessee, covering 105.00 acres, more or less, as recorded in Volume 86, Page 565, of the Oil and Gas Records, Brazos County, Texas. TX-45999(2)
- 12) Oil, Gas and Mineral Lease dated November 3, 1992, by and between, The State of Texas, as Lessor, and Union Pacific Resources Company, as Lessee, covering 1.93 acres, more or less, as recorded in Volume 1656, Page 297, of the Oil and Gas Records, Brazos County, Texas. TX-46725
- 13) Oil, Gas and Mineral Lease dated September 1, 1992, by and between, Missouri Pacific Railroad Company, as Lessor, and Union Pacific Resources Company, as Lessee, covering 10.46 acres, more or less, as recorded in Volume 1625, Page 343, of the Oil and Gas Records, Brazos County, Texas. TX-M0138

Zubik-Smith Unit Well No. 1  
440.14 Acre Unit  
Union Pacific Resources Company  
E. W. Taylor Survey, A-231  
H. D. Taylor Survey, A-230  
John Williams Survey, A-237  
Brazos County, Texas

Field notes of a 440.14 acre tract or parcel of land, lying and being situated in the E. W. Taylor Survey, Abstract No. 231, H. D. Taylor Survey, Abstract No. 230, and in the John Williams Survey, Abstract No. 237, Brazos County, Texas, and consisting of the following tracts:

All of the called 23.38 acre tract (and 1/2 of the adjoining Britten Road) described in the deed from Anton F. Zemanek, et ali, to Ann Zubik as recorded in Volume 435, Page 297, of the Deed Records of Brazos County, Texas;

All of the called 23.38 acre tract (and 1/2 of the adjoining Britten Road) described in the deed from Albina Akins to Ann Zubik and Jerome Zubik as recorded in Volume 437, page 254, of the Deed Records of Brazos County, Texas;

All of the called 105 acre - Tract "A" (and 1/2 of the adjoining Britten Road) described in the Partition Decree to Mrs. Minnie Cahill Dunn, et ali, as recorded in Volume "P", Page 490, of the Civil Minutes of the District Court, Brazos County, Texas;

Part of the International and Great Northern Railroad right-of-way, subsequently owned by the T & N O Railroad and the Missouri Pacific Railroad and now owned by the Union Pacific Railroad;

Part of the called 27.32 acre tract (and 1/2 of the adjoining Britten Road) (part of this tract lies within the confines of the abovementioned 105 acre tract) described in the deed from Ella Mae Campa, et al, to William Charles Bolmanski and Shirley B. O'Connell as recorded in Volume 383, Page 348, of the Deed Records of Brazos County, Texas;

All of the called 5.099 acre tract (and 1/2 of the adjoining Britten Road) described in the Contract of Sale and Purchase from the Texas Veterans Land Board to George William Nash as recorded in Volume 1101, Page 160, of the Official Records of Brazos County, Texas;

All of the called 109.27 acre tract (and 1/2 of the adjoining Luza Lane and 1/2 of the adjoining Britten Road) described in the deed from Ella Mae Campa, et al, to Dudley T. S. Smith, et ux, as recorded in Volume 384, Page 92, of the Deed Records of Brazos County, Texas;

All of the called 111.5 acre tract described in the deed from J. A. Blume, et ux, to John Homola as recorded in Volume 59, Page 87, of the Deed Records of Brazos County, Texas;

All of the called 15.00 acre tract described in the deed from Christine Homola to Bessie Hejl as recorded in Volume 363, Page 414, of the Deed Records of Brazos County, Texas;

And part of the 40 foot wide right-of-way strip adjoining the beforementioned railroad right-of-way described in the deed from W. H. Blume and J. A. Blume, et ux, to J. T. Malony, County Judge of Brazos County for Brazos County as recorded in Volume 40, Page 317, of the Deed Records of Brazos County, Texas, and said 440.14 acre tract being more particularly described as follows:

Zubik-Smith Unit Well No. 1  
440.14 Acre Unit  
Union Pacific Resources Company  
Brazos County, Texas  
Continued - Page 2

BEGINNING at the 3/8" iron rod found near a 3" cedar post fence corner marking the north corner of the beforementioned 23.38 acre tract (437/254);

THENCE S 45° 09' 04" E along the northeast line of the beforementioned 23.38 acre tract, adjacent to a fence, at a distance of 1993.67 feet, pass a 3/8" iron rod found at a 4" creosote post fence corner in the fenced northwest line of Britten Road, continue on, for a total distance of 2023.86 feet to the center of Britten Road;

THENCE N 44° 21' 59" E along the center of Britten Road for a distance of 621.67 feet to the intersection of the projected northeast line of the beforementioned 105 acre tract;

THENCE S 46° 06' 15" E along the northeast line of the beforementioned 105 acre tract, along the beforementioned Smetana Road and within the fenced confines of same, for a distance of 2505.62 feet to the east corner of the 105 acre tract;

THENCE S 44° 56' 06" W along the southeast line of the beforementioned 105 acre tract, at a distance of 34.84 feet, pass 5/8" iron rod found at a chain-link fence corner and a 4" cedar post fence corner in the fenced southwest line of Smetana Road, continue on adjacent to a fence, at a distance of 1944.44 feet, cross the northeast right-of-way line of the beforementioned I. & G. N. Railroad, at a distance of 1945.85 feet, pass a 1/2" iron rod found at a 4" cedar post fence corner, continue on across said railroad for a total distance of 2044.69 feet and corner in the southwest right-of-way line of said railroad, same being the northeast line of the beforementioned 27.32 acre tract;

THENCE S 41° 02' 48" E along the southwest right-of-way line of said railroad, adjacent to a fence, for a distance of 631.57 feet to the east corner of the beforementioned 27.32 acre tract, from which a 1/2" iron rod found at a cross-tie fence corner bears N 44° 22' 55" E 2.03 feet.

THENCE S 44° 16' 55" W along the southeast line of the beforementioned 27.32 acre tract, with a fence, for a distance of 428.61 feet to a 3/8" iron rod found at a cross-tie fence corner marking the south corner of the 27.32 acre tract and the east corner of the beforementioned 109.27 acre tract;

THENCE S 44° 24' 34" W along the southeast line of the beforementioned 109.27 acre tract, adjacent to a fence, at a distance of 1540.6 feet, pass a 1/2" iron rod found at a cross-tie fence corner in the fenced northeast line of Luza Lane marking the south corner of the 109.27 acre tract, continue on, for a total distance of 1567.39 feet to the center of Luza Lane;

THENCE along the average centerline travelway of Luza Lane as follows:

N 44° 16' 36" W	1155.93 feet,
N 42° 59' 49" W	429.66 feet,
N 41° 14' 19" W	1575.91 feet to the center of Britten Road;

Zubik-Smith Unit Well No. 1  
440.14 Acre Unit  
Union Pacific Resources Company  
Brazos County, Texas  
Continued - Page 3

THENCE along the average centerline travelway of Britten Road as follows:

S 46° 27' 35" W            279.13 feet,  
S 45° 11' 08" W            304.32 feet to the south corner of the  
beforementioned 111.5 acre tract;

THENCE N 45° 33' 19" W along the southwest line of the beforementioned 111.5 acre tract, at a distance of 31.73 feet, pass an iron rod found at a fence corner in the fenced northwest line of Britten Road, continue on, adjacent to a fence, for a total distance of 2240.88 feet to the reconstructed west corner of the 111.5 acre tract, a 5/8" iron rod found in the fenced southeast line of the Old San Antonio Road bears N 45° 33' 19" W 497.63 feet;

THENCE N 63° 16' 00" E along the northwest line of the beforementioned 111.5 acre tract, adjacent to a fence, for a distance of 1849.63 feet to the reconstructed south corner of the beforementioned 15.00 acre tract;

THENCE N 26° 12' 31" W along the southwest line of the beforementioned 15.00 acre tract, adjacent to a fence, for a distance of 702.26 feet to an angle iron found at an 8" creosote post fence corner marking the west corner of the 15.00 acre tract;

THENCE N 63° 22' 55" E along the northwest line of the beforementioned 15.00 acre tract, adjacent to a fence, for a distance of 840.40 feet to a 1/2" iron rod found at a cross-tie fence corner marking the north corner of the 15.00 acre tract in the southwest line of the beforementioned 40 foot road strip (known as Homola Road or Sims Lane);

THENCE N 48° 57' 12" E across the beforementioned 40 foot road strip and the beforementioned railroad, for a distance of 97.43 feet to the centerline right-of-way of the I. & G. N. Railroad;

THENCE S 41° 02' 48" E along the centerline right-of-way of the I. & G. N. Railroad for a distance of 43.55 feet and corner;

THENCE N 45° 01' 39" E across said railroad, at a distance of 1.6 feet, pass a 3/8" iron rod found at a cross-tie fence corner marking the west corner of the beforementioned 23.38 acre tract (435/297), continue on along the northwest line of the 23.38 acre tracts, adjacent to a fence, for a total distance of 1006.60 feet to the PLACE OF BEGINNING, containing 440.14 acres of land, more or less.

Bearings based on True North, as obtained by Solar Observation.

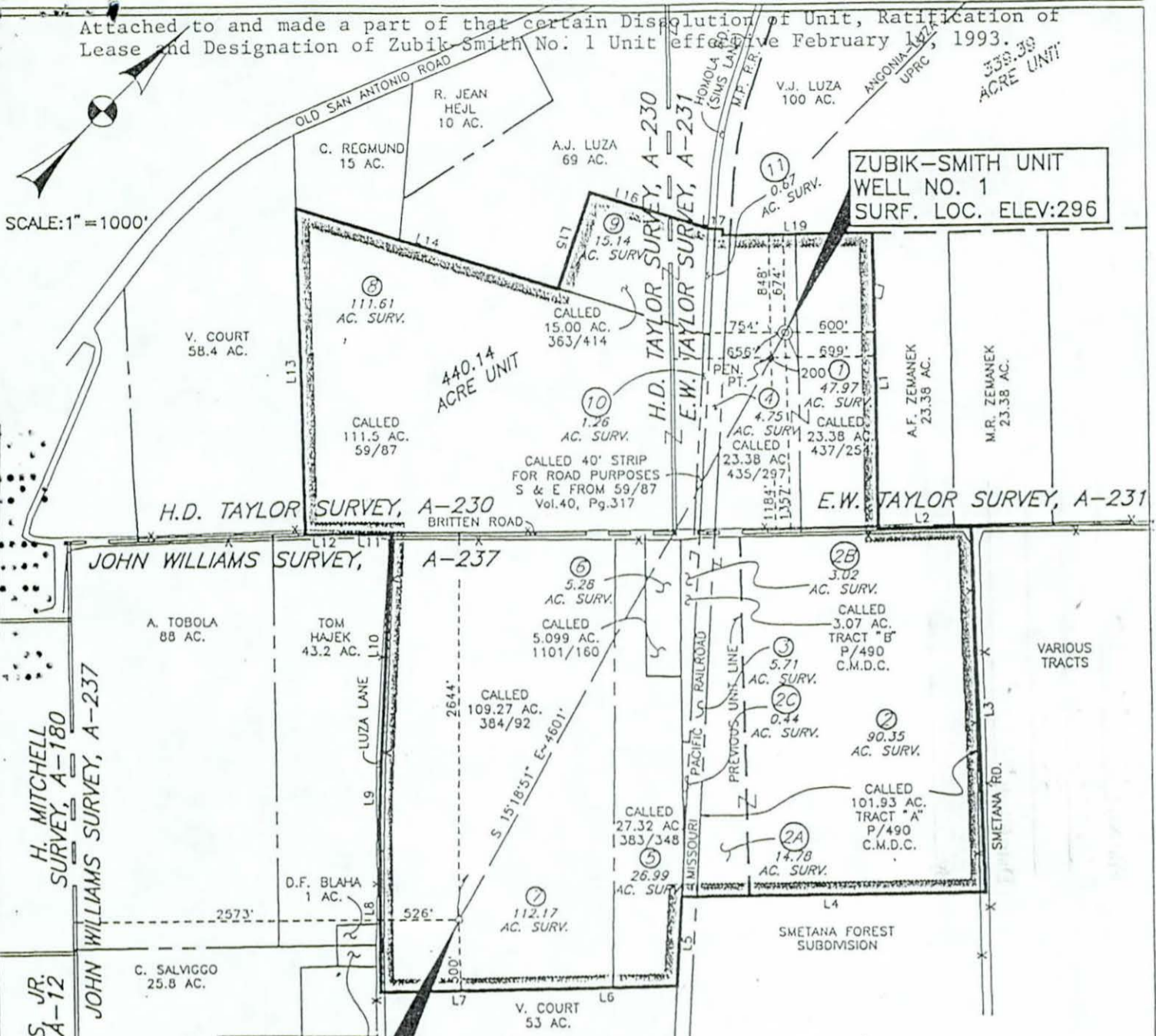
Prepared 12/09/92

kes92-25a:\zubikemi.440

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 7,338 feet and 7,558 feet in the Michael Petroleum Corporation #1 Smith well located 695 feet FNWL & 2,800 feet FSWL of the John Williams Survey, A-237, Brazos County, Texas.

Attached to and made a part of that certain Dissolution of Unit, Ratification of Lease and Designation of Zubik-Smith No. 1 Unit effective February 1<sup>st</sup>, 1993.

SCALE: 1" = 1000'



UNIT PERIMETER METES:

LINE	BEARING	DIST.
1	S 45°09'04"E	2023.86
2	N 44°21'59"E	621.67
3	S 46°06'15"E	2505.62
4	S 44°56'06"W	2044.69
5	S 41°02'48"E	631.57
6	S 44°16'55"W	428.61
7	S 44°24'34"W	1567.39
8	N 44°16'36"W	1155.93
9	N 42°59'49"W	429.66
10	N 41°14'19"W	1575.91
11	S 46°27'35"W	279.13
12	S 45°11'08"W	304.32
13	N 45°33'19"W	2240.88
14	N 63°16'00"E	1849.63
15	N 26°12'31"W	702.26
16	N 63°22'55"E	840.40
17	N 48°57'12"E	97.43
18	S 41°02'48"E	43.55
19	N 45°01'39"E	1006.60

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED N86°W~7.0MI. FROM BRYAN
3. ~~BOUNDARY~~ INDICATES LIMITS OF UNIT
4. THIS TRACT IS COVERED BY NUMEROUS LEASES NOT LISTED HERE.

ZUBIK-SMITH UNIT WELL NO. 1			
TRACT	ACREAGE IN UNIT	LEASE	VOL/PG
①	47.97	JEROME ZUBIK AND ANN ZUBIK	1162/843
②	90.35	MICHAEL R. & AUDREY R. CAHILL (SEE NOTE 4) ERNEST CAHILL	86/586
2A	14.78	ERNEST CAHILL	86/586
2B	3.02	ERNEST CAHILL	86/586
2C	0.44	ERNEST CAHILL	86/586
③	5.71	MISSOURI PACIFIC RAILROAD R.O.W.	
④	4.75	MISSOURI PACIFIC RAILROAD R.O.W. (E.W. TAYLOR SURVEY, A-231)	
⑤	26.99	SHIRLEY O'CONNELL WILLIAM CHARLES BOLMANSKI, etux	626/328
⑥	5.28	GEORGE W. NASH, etux	1345/210
⑦	112.17	DUDLEY T. SMITH, etux	627/573
⑧	111.61	SYLVIA H. HOLMES, etvir	1162/840
⑨	15.14	BESSIE HEJL	1162/837
⑩	1.26	40' WIDE R.O.W. STRIP (BRAZOS COUNTY-Vol.40, Pg.317)	
⑪	0.67	40' WIDE R.O.W. STRIP (BRAZOS COUNTY-Vol.40, Pg.317)	
440.14 TOTAL ACRES IN UNIT			



SURVEYED:AUGUST, 1992

BY: S.M. Kling R.P.L.S. NO.2003

**WELL LOCATION**  
**ZUBIK-SMITH UNIT WELL NO.1**  
 UNION PACIFIC RESOURCES COMPANY  
 E.W. TAYLOR SURVEY, A-231  
 H.D. TAYLOR SURVEY, A-230  
 JOHN WILLIAMS SURVEY, A-237  
 BRAZOS COUNTY, TEXAS

SCALE: 1" = 1000'

AUG., 1992

15.

Designation of Pooled Unit  
M-05170

File No. MF-95170

Designation of Pooled Unit

Date Filed: 11/1/93

Jerry E. Patterson, Commissioner

By \_\_\_\_\_

RECEIVED  
JUN 30 1993  
ENERGY RESOURCES

RECEIVED  
JUN 30 1993  
ENERGY RESOURCES

0000

UNITED STATES POSTAL SERVICE



Official Business



PENALTY FOR PRIVATE  
USE, \$300

RECEIVED

96 JUN -4 PM 3:32

ENERGY RESOURCES

Print your name, address and ZIP Code here

GENERAL LAND OFFICE  
STEPHEN F. AUSTIN BUILDING  
1700 NORTH CONGRESS AVENUE  
AUSTIN, TEXAS 78701  
EX I. D. #74-6000-108

Paul Dvorak  
Room 100

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
 MS. Suzanne Naylor  
 Union Pacific Resources Company  
 P.O. Box 7, MS 8904  
 Fort Worth, TX  
 76101-0007

4a. Article Number  
 P-795 978 068

4b. Service Type  
 Registered  Insured  
 Certified  COD  
 Express Mail  Return Receipt for Merchandise

7. Date of Delivery **MAY 25 1996**

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)



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. P 795 978 068  
Return Receipt Requested

May 20, 1996

Ms. Suzanne Naylor  
Union Pacific Resources Company  
P.O. Box 7 MS 2904  
Fort Worth, Texas 76101-0007

*Pd 5/31/96*  
*R# 52936*

RE: Notice of Underpayment on State Lease M-95170

Dear Ms. Naylor,

The Royalty Management Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Union Pacific Resources Company. Through this review, it was determined that \$532.97 has been underpaid to the State for the reporting period February 1993 through January 1995. This amount comprises \$198.53 in additional royalty, \$275.00 in penalty, and \$59.44 in interest, which has been computed through June 14, 1996, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

- o A brief summary of our review (Attachment I);
- o Schedule supporting our royalty, penalty, and interest calculations (Attachment II);
- o Procedures used for assessment of penalties and interest (Attachment III), and;
- o A copy of the lease agreement (Attachment IV),

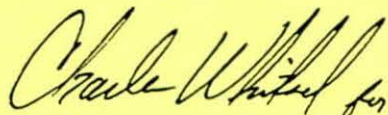
To ensure your lease remain in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance

dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. We will prepare the GLO-2 Reports for correction of the delinquent amounts reflected in this notice. In order to ensure proper credit, your payment should be mailed to my attention in the enclosed envelope, along with a copy of this letter.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this lease or to this royalty payment. Additionally, this notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Natural Resources Code and, consequently, does not preclude the General Land Office from conducting further examinations of this or other leases operated and/or reported by Union Pacific Resources Company, or from examining these or other issues and time periods in a future inspection of your books, accounts, reports or other records.

If you have any questions, please call Paul Dvorak at (512) 475-1524.

Sincerely,



Jeff Dusenbury, Manager  
Royalty Management/Energy Resources

Enclosures  
Attachments

ATTACHMENT I

REVIEW SUMMARY

State Lease M-95170

We have reviewed our records for the period September 1993 through August 1995 to determine if oil and gas royalty has been correctly reported and paid with respect to volume. Volumes reported to the General Land Office (GLO) were compared to volumes reported to the Railroad Commission (RRC).

As a result of this review, it was determined that casinghead gas production volumes for the period February 1993 through November 1993 and lease fuel volumes for the period December 1993 through January 1995 were not reported nor were royalties paid as required by the lease agreement. Paragraph 3 (b) states "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..."

We have concluded that additional revenue is due in the following amounts:

	ROYALTY	PENALTY	INTEREST	TOTAL
GAS	\$198.53	\$275.00	\$59.44	\$532.97

(See Attachment II for supporting calculations)

UNION PACIFIC RESOURCES COMPANY  
 STATE LEASE M-95170  
 ZUBIK-SMITH UNIT  
 GIDDINGS (AUSTIN CHALK-3) FIELD  
 BRAZOS COUNTY, TEXAS  
 RRC OIL WELL #03-21939  
 STATES'S ROYALTY DECIMAL .25  
 TRACT PARTICIPATION .004384

ATTACHMENT II

AUDITOR: P. DVORAK  
 FILE NAME: 95170-G.xls  
 DATE: 05/17/96

PENALTY/  
 INTEREST DATE:  
 06/14/96

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICIPATION (A) X (.004384)	PRICE (B)	BTU (B)	GROSS VALUE (1) X (2) X (3)	ADDITIONAL ROYALTY DUE (4) X (.25)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (5)+(7)+(8)
Feb-93	2,498	11	1.967	1.000	21.64	5.41	1156	25.00	1.95	32.36
Mar-93	2,318	10	1.967	1.000	19.67	4.92	1126	25.00	1.73	31.65
Apr-93	10,172	45	1.967	1.000	88.52	22.13	1095	25.00	7.54	54.67
May-93	16,604	73	1.967	1.000	143.59	35.90	1065	25.00	11.87	72.77
Jun-93	7,650	34	1.967	1.000	66.88	16.72	1034	25.00	5.36	47.08
Jul-93	16,054	70	1.967	1.000	137.69	34.42	1003	25.00	10.68	70.10
Aug-93	10,318	45	1.967	1.000	88.52	22.13	973	25.00	6.65	53.78
Sep-93	8,863	39	1.967	1.000	76.71	19.18	942	25.00	5.57	49.75
Oct-93	6,719	29	1.967	1.000	57.04	14.26	912	25.00	4.00	43.26
Nov-93	3,481	15	1.967	1.000	29.51	7.38	881	25.00	1.99	34.37
Jan-95	8,483 *	37	1.738 **	1.000	64.31	16.08	457	25.00	2.10	43.18
	93,160				\$794.08	\$198.53		\$275.00	\$59.44	\$532.97

COMMENTS:

(A) RRC VOLUME - REPRESENTS CASINGHEAD GAS PRODUCTION NOT REPORTED OR PAID FROM RRC OIL WELL #03-21939.  
 \* REPRESENTS LEASE FUEL VOLUMES FOR THE PERIOD DECEMBER 1993 THROUGH JANUARY 1995.

(B) PRICE/BTU - REPRESENTS SALES PRICE AND BTU NOTED ON GLO-2 GAS REPORT FOR DECEMBER 1993. (1ST REPORT FILED BY UPRC).  
 \*\* REPRESENTS AVERAGE SALES PRICE FOR THE PERIOD DECEMBER 1993 THROUGH JANUARY 1995.

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

ATTACHMENT III

**SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES  
FOR DELINQUENT ROYALTIES AND DELINQUENT  
REQUIRED REPORTS OR DOCUMENTS**

	DUE BEFORE 10-1-75 (Production Prior to 8-1-75)	DUE AFTER 10-1-75 AND BEFORE 9-1-85 (Production 8-1-75 thru 6-30-85)	DUE AFTER 9-1-85 (Production 7-1-85 Forward)
<u>PENALTY (3)</u> • For delinquent royalty	NONE	The greater of 1% of the delinquent amount or \$5.00 for each 30-day delinquency	For delinquencies of 30 days or less, the greater of 5% of the delinquent amount or \$25.00 For delinquencies of more than 30 days, the greater of 10% of the delinquent amount or \$25.00
• For delinquent report, affidavit, or other document	NONE	\$5.00 per document for each 30-day period of delinquency	\$10.00 per document for each 30-day period of delinquency
<u>INTEREST</u> • For delinquent royalty	6% per year, compounded annually; accrual begins 30 days after due date (1)	6% per year, compounded annually; accrual begins 30 days after due date (1)	12% per year, simple; accrual begins 60 days after due date (2)

(1) Tex. Rev. Civ. Stat. Ann., Article 5069-1.03 and related case law.

(2) Tex. Nat. Res. Code Ann. § 52.131 (g).

(3) Penalties are not assessed in cases of title dispute as to the state's portion of the royalty or to royalty in dispute as to fair market value except when fraud is involved, in which case the fraud penalty is applicable. Penalty provisions are found at Tex. Nat. Res. Code Ann. § 52.131 (e), (f), & (h).

A royalty payment that is not accompanied by the required royalty affidavit indentifying the GLO lease number is delinquent.

The State's power to forfeit a lease shall not be affected by the assessment or payment of any delinquency, penalty, or interest.

St. 95170 (16)

letter

File Dated 5-30-96

Anadarko E&P Onshore LLC

Division Order

STATE OF TEXAS  
OFFICE  
1700 N CONGRESS AVENUE  
STEPHEN F AUSTIN BLDG  
AUSTIN, TX 78701-1436

See reverse for list of  
Properties and Interests.

Effective Date: Date of First Sales

The undersigned certifies the ownership of their decimal interest in production as described above payable by Anadarko E&P Onshore LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Note: NADOA Model Form Division Order (Adopted 9/95)

Special Clause(s): Payee agrees that by execution of this DO and returning the signature page to Payor that the signature page will be attached to Payor's duplicate original of this instrument and treated as an original for all purposes.

THESE ARE FIRST PRODUCTION DIVISION ORDERS FOR THE ZEMANEK UNIT EB WELLS, #A1H & #A3H, EFFECTIVE 2/1/15.

RV45678204  
STATE OF TEXAS  
OFFICE  
[REDACTED]

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Owner Signature/Corporate Title

\_\_\_\_\_  
Owner Address (if different from above)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Owner Signature/Corporate Title

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Owner Daytime Phone

\_\_\_\_\_  
Email Address

**RETURN THIS COPY**

\*Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.  
\*\* All individual parties must complete and return the enclosed W9 to insure proper payment. Additional forms may be obtained at www.irs.gov

Please return to:  
Anadarko E&P Onshore LLC  
P.O. BOX 1330  
HOUSTON, TX 77251-9874  
1-800-359-1692

Date Prepared: March 02, 2015  
Prepared By: BRENDA COPELAND - AS  
Suspense Flag: N  
Escheat Flag: N

Property	Property Name	Product	State/County	Int Type	Int Seq	Interest
114012	ZEMANEK UNIT EB A1H	All Products	TX/BRAZOS	RI	1	0.00107769


**Legal Description:**

2-19-15: THE DECLARATION AND NOTICE OF POOLED UNIT FOR THE ZEMANEK UNIT EB WAS FILED OF RECORD UNDER DOC #01208949, VOL. 12283, PG. 220 OF THE OPR OF BRAZOS CO., TX. ON 9-22-14. THE ZEMANEK UNIT EB CONTAINES 438.44 POOLED ACRES & IS PART OF THE E W TAYLOR SURVEY, A-231 & THE J WILLIAMS SURVEY, A-237 OF BRAZOS CO., TX. THIS UNIT CONTAINS A STATE OF TEXAS LEASE (M-95170). BSCOPELAND

Property	Property Name	Product	State/County	Int Type	Int Seq	Interest
114014	ZEMANEK UNIT EB A3H	All Products	TX/BRAZOS	RI	1	0.00107769

**Legal Description:**

2-19-15: THE DECLARATION AND NOTICE OF POOLED UNIT FOR THE ZEMANEK UNIT EB WAS FILED OF RECORD UNDER DOC #01208949, VOL. 12283, PG. 220 OF THE OPR OF BRAZOS CO., TX. ON 9-22-14. THE ZEMANEK UNIT EB CONTAINES 438.44 POOLED ACRES & IS PART OF THE E W TAYLOR SURVEY, A-231 & THE J WILLIAMS SURVEY, A-237 OF BRAZOS CO., TX. THIS UNIT CONTAINS A STATE OF TEXAS LEASE (M-95170). BSCOPELAND


  
 DIVISION ORDER
   
 File No. MF095170
   
 County \_\_\_\_\_
   
 Date Filed: 3-11-15
   
 By: TRAVIS MATTHEWS
   
 095170
   
 2205

A1H - 095170 - 2205
   
 A3H - ?

\*Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.  
 \*\* All individual parties must complete and return the enclosed W9 to insure proper payment. Additional forms may be obtained at www.irs.gov



# Pooling Committee Report

To: School Land Board

UPA158921

Date of Board Meeting:

Unit Number: 7625

Effective Date: 09/01/2014

Unit Expiration Date:

Applicant: Anadarko E&P Onshore, LLC

Attorney Rep:

Operator: ANADARKO E&P CO., LP, HOUSTON

Unit Name: Zemanek Unit EB

Field Name: MADISONVILLE, W. (WOODBINE -A-)

County: Brazos

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
HROW	MF095170	0.25000000	11/03/1995	3 years	1.930000	1.930000	0.00110049

<b>Private Acres:</b>	436.510000
<b>State Acres:</b>	1.930000
<b>Total Unit Acres:</b>	438.440000

<b>Participation Basis:</b>	Surface Acreage
Surface Acreage	
<b>State Acreage:</b>	0.44%
<b>State Net Revenue Interest:</b>	0.11%

<b>Unit Type:</b>	<b>Unitized for:</b>
Permanent	Oil And Gas
<b>Term:</b>	

<b>RRC Rules:</b>	<b>Spacing Acres:</b>
Yes	



### Highway Right-of-Way Unit Designation Form

Texas General Land Office  
George P. Bush, Commissioner  
1700 North Congress Avenue  
Austin, Texas 78701-1495

7625

#### OPERATOR INFORMATION

Contact Name John Otto Phone (832 ) 636-8495

Name of Pooled Unit Zemanek Unit EB

Operator of Pooled Unit Anadarko E&P Onshore LLC County Brazos

Effective Date of Unit Declaration: September 1, 2014

#### HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
M-95170	11-3-92	3 years	1/4	1.93	1.93

Total Unit Acreage 438.44 Ac.

Total HRWO Acreage In Unit 1.93 Ac.

Total Private (non-state) Acreage In Unit 436.51 Ac.

<b>State's Royalty Revenue Interest in Unit:</b>	0.	0	0	1	1	0	0	4	
--	----	---	---	---	---	---	---	---	--

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled:  Oil  Gas  Oil & Gas

Pooled Interval: All Depths  Top Depth 7,814' Base Depth 8,311'

If pooling a Formation(s) please list Formation Name: Woodbine A

RRC Field Name(s): Madisonville, West

#### UNIT WELL(S)

API # 4204132267 RRC ID# 26551

API # 4204132268 RRC ID# 26551

API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

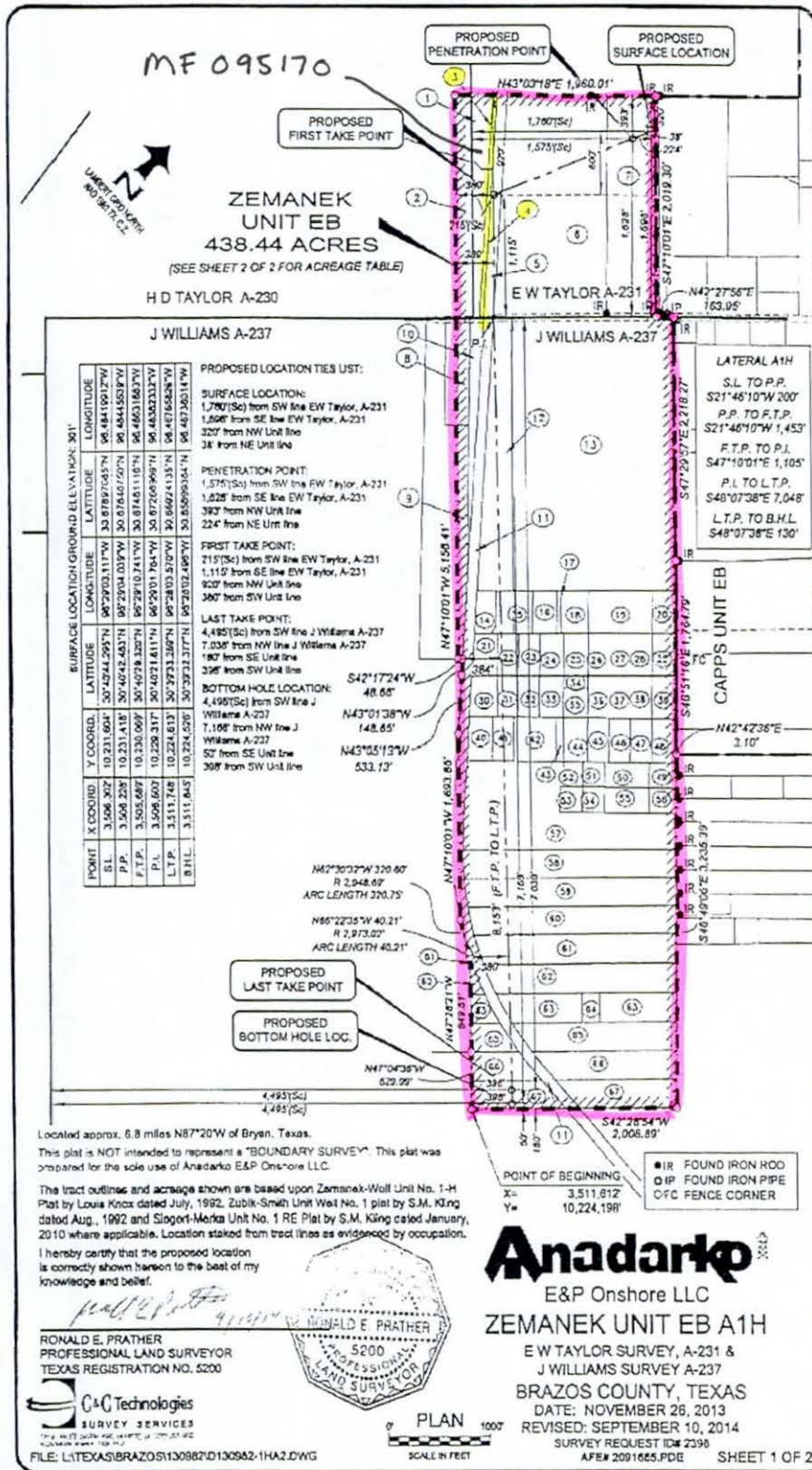
API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

HROW Unit 7625

MF 095170

Doc # 11208949  
 Pl 08  
 Vol 13287  
 Pg 232

EXHIBIT "C"  
 Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective September 1, 2014  
 UNIT AREA PLAT



Located approx. 6.8 miles N87°20'W of Bryan, Texas.  
 This plat is NOT intended to represent a "BOUNDARY SURVEY". This plat was prepared for the sole use of Anadarko E&P Onshore LLC.  
 The tract outlines and acreage shown are based upon Zemanek-Wall Unit No. 1-H Plat by Louis Knox dated July, 1992, Zubik-Smith Unit Well No. 1 plat by S.M. King dated Aug., 1992 and Sigort-Marka Unit No. 1 RE Plat by S.M. King dated January, 2010 where applicable. Location stated from tract lines as evidenced by occupation.  
 I hereby certify that the proposed location is correctly shown herein to the best of my knowledge and belief.

RONALD E. PRATHER  
 PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 5200

C&C Technologies  
 SURVEY SERVICES  
 FILE: L:\TEXAS\BRAZOS\130882\130562-1HA2.DWG

**From:** Mary Barnstone  
**To:** Brenda Copeland  
**CC:** David Robertson; Susan Wauer; Terry Peterson  
**Date:** 7/20/2015 8:31 AM  
**Subject:** RE: Zemanek Unit / Venture #11402 (A1H) & #114014 (A3H) / St of TX Lease #M-95170

Thank you. If there are no corrections/amendments to the DPU, all I need to get this set up is the GLO HROW Unit Declaration Form and the \$500 processing fee.

<http://www.glo.texas.gov/what-we-do/energy-and-minerals/documents/oil-gas/permitting-leasing/highway-right-of-way/information-hrow-unit-declaration.pdf>

Best,

Mary Beth

Mary Beth Barnstone  
Geotech/Landman  
Mineral Leasing, Energy Resources  
Texas General Land Office  
Direct number: (512) 463-6818  
Fax number: (512) 475-1543  
Mary.Barnstone@GLO.Texas.Gov

>>> "Copeland, Brenda" <[Brenda.Copeland@anadarko.com](mailto:Brenda.Copeland@anadarko.com)> 7/17/2015 3:56 PM >>>  
July 17, 2015

RE: ZEMANEK UNIT EB  
A1H > Venture #114012  
Well # > H4584-01  
A3H > Venture #114014  
Well # > H4586-01  
Brazos Co., TX.  
State of Texas Lease M-95170  
AE&P Lease #1284236000  
Unit Tr. 3 & 4

Mary Beth,

David ask me to respond to your email below. I will be able to provide to you a recorded copy of the Declaration And Notice Of Pooled Unit for the Zemanek Unit EB, which includes a plat, a legal description & lists all leases.

Information about the State HROW will have to come from E&P. I believe Terry Peterson is the Landman that worked this Unit. His email is [Terry.Peterson@anadarko.com](mailto:Terry.Peterson@anadarko.com)

We hope this information is helpful.

Brenda S Copeland  
Sr Staff D.O. Analyst  
Anadarko E&P Onshore LLC  
832.636.7095

-----Original Message-----

From: Robertson, David  
Sent: Friday, July 17, 2015 9:04 AM  
To: Copeland, Brenda  
Subject: Zemanek Unit

Hi Brenda,

The GLO has requested some additional information from us in order to set up the Zemanek Unit for royalty reporting.

Zemanek Unit EB      State Lease 95170      RRC ID 03-26551

Please see Mary Barnstone's email below with the information she is requesting. Please let me know if you have any questions or if I can be of any help.

Thanks for your help!

David

-----Original Message-----

From: Mary Barnstone [mailto:[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)]  
Sent: Friday, July 17, 2015 8:55 AM  
To: Robertson, David  
Cc: Susan Wauer  
Subject: Re: FW: Fwd: C000044444 Pending Add

Hi David,

I haven't gotten anything yet on this well, but on further review, it looks like the unit this well crosses is restricted to the Austin Chalk and this well is in the Woodbine so we just need to set up a new HROW unit. Please have your land folks send me the original DPU, any/all corrections and amendments, a current unit plat with State acreage highlighted and the State HROW Unit Declaration form, found here:

<http://www.glo.texas.gov/what-we-do/energy-and-minerals/documents/oil-gas/permitting-leasing/highway-right-of-way/information-hrow-unit-declaration.pdf>

Thank you,

:-) mb

Mary Beth Barnstone  
Geotech/Landman  
Mineral Leasing, Energy Resources  
Texas General Land Office  
Direct number: (512) 463-6818  
Fax number: (512) 475-1543  
[Mary.Barnstone@GLO.Texas.Gov](mailto:Mary.Barnstone@GLO.Texas.Gov)

Click here for Anadarko's Electronic Mail Disclaimer<<http://www.anadarko.com/notices/Pages/Electronic-Mail-Disclaimer.aspx>>



APC  
Anadarko Petroleum Corporation

Venture #: 114012 & 114014  
Company Code: 10

ROYALTY DATA SHEET  
Lease Basis

WINS Completion #: H4584 & H4586

Prepared by: BRENDA COPELAND

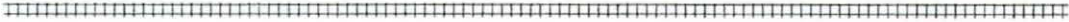
Date Prepared: 3/10/2015

WELL NAME: ZEMANEK UNIT EB, WELL A1H & A3H

OPERATOR: ANADARKO E&P ONSHORE LLC

STATE: TEXAS

COUNTY: BRAZOS



FEDERAL/STATE/INDIAN LEASE & ROYALTY INFORMATION

DOI #	Product Oil Gas All	STATE/BLM/BIA Lease #	Comments ^ DWRR, etc.	State/Fed/Indian Roy Rate *	is APC etc. responsible for paying any of the State/Fed/Indian royalty on this DOI?
114012 / 0001	GAS	1284236000	AID # M-95170	0.25 ROY RATE 0.00035923 UT INTEREST	Yes
114012 / 0002	OIL	1284236000	AID# M-95170	0.25 ROY RATE 0.00035923 UT INTEREST	Yes
114014 / 0001	GAS	1284236000	AID# M-95170	0.25 ROY RATE 0.00071846 UT INTEREST	Yes
114014 / 0002	OIL	1284236000	AID# M-95170	0.25 ROY RATE 0.00071846 UT INTEREST	Yes

- \* If an Indian Owner, is it "Allottee" or "Tribal"?
- \* Does the owner have a sliding scale royalty?  If yes, attach scale.
- ^ If lease is DWRR (and so MMS not added to DOI), please indicate so.

Additional Land Notes: \_\_\_\_\_



DECLARATION AND NOTICE OF POOLED UNIT

ZEMANEK UNIT EB

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS, THAT:  
COUNTIES OF BRAZOS         §

This Declaration and Notice of Pooled Unit ("Agreement") is executed by the undersigned, being the owners of or having the contractual right to acquire certain interests in the leasehold estates created under those certain valid and subsisting Oil and Gas Leases, or memorandums thereof, which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes (collectively referred to herein as the "Unit Leases").

RECITALS

WHEREAS, each of the undersigned parties is authorized, under the terms of the Unit Leases or otherwise, to pool, unitize or combine all or a portion of the lands covered by the Unit Leases with other land, lands, lease or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons and hydrocarbon gases from the lands covered by the Unit Leases; and,

WHEREAS the pooling, unitization and combination of the Unit Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit, is reasonable and advisable in the judgment of the undersigned,

(1) Declaration of Unit. In consideration of the premises and pursuant to and in accordance with the terms and provisions of the Unit Leases, the undersigned does hereby declare, pool, unitize and combine the royalties, leasehold rights, mineral and royalty interests and other interests pertaining to the Unit Leases, including all renewals, extensions, ratifications and amendments thereof by the undersigned, and the Unit Area, as described below, insofar as the same contributes to the Unit Area as described below, into a unit for the exploration, development and production of oil, gas, associated hydrocarbons and hydrocarbon gases ("Unit").

(2) Description of Unit Area. The Unit includes the Unit Leases described on said Exhibit "A", insofar as same contributes to those lands ("Unit Area") described on Exhibit "B" and depicted on Exhibit "C", such exhibits being attached hereto and incorporated herein by reference for all purposes. The Unit shall cover and apply to the stratigraphic equivalent of those subsurface depths currently identified as the Madisonville, West (Woodbine 'A') Field, encountered from the base of the Austin Chalk Formation encountered at 7,814' to the top of the Buda Formation encountered at 8,311' on the gamma ray log for the T.D. Exploration, Inc. Dobrovolny No. 1 Well (API # 42-041-31212) located in the John Williams Survey, A-237, Brazos County, Texas. Production from the Unit shall be allocated proportionately among the tracts pooled herein within the Unit in the proportion which the number of surface acres in such tract bears to the total number of surface acres in the Unit. The production of oil, gas and associated hydrocarbons from any part of the Unit Area, shall constitute production of such substances from all of the Unit Leases. Drilling or reworking operations or other operations conducted on any lands or lease within the Unit shall constitute such operations for the production of oil, gas and associated hydrocarbons on all of the Unit Leases within the Unit. If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or otherwise invalidate the Unit as to any interest pooled or unitized hereby.

(3) Unit Name. The pooled unit created hereby shall be known as the ZEMANEK UNIT EB, containing 438.44 acres.

(4) Additional Interests Included. In the event the undersigned, as of the effective date hereof, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering lands within the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the Unit created hereby is necessary, and the undersigned inadvertently failed to include said interest on Exhibit "A", then said interest or interests are hereby pooled and combined into said Unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific land which they cover or in which they are held; provided, however, no cross-assignment or cross-conveyance of any interest in and to the Unit Leases or the Unit Area is intended by this instrument.

(5) Right to Amend. The undersigned hereby exclusively reserves the right, from time to time, to correct, alter or amend this Agreement, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by the Operator of the Unit on behalf of the undersigned, provided that such amendment will not change the interest of the working interest owners in the Unit. By execution of this Declaration of Pooled Unit, the undersigned do not exhaust their right to pool the leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool and unitize the above described leases and lands with any other leases, lands, horizons or strata in the vicinity and so far as the power, right and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

(6) Dissolution of Unit. The Unit formed hereby may be dissolved by the undersigned, at any time by an instrument filed for record in Brazos and Burleson Counties, Texas.

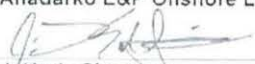

(7) Ratification of Unit. With the expressed authorization of the Operator and the undersigned parties, this instrument may be ratified by other parties by separate instruments in writing, referring to this instrument.

(8) Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) Effective Date. The Unit hereby created shall be effective as of September 1, 2014, and subject to paragraph (6) above, shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

(10) Counterpart Execution. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

Anadarko E&P Onshore LLC  
By:   
J. Kade Simmons  
Agent and Attorney-in-Fact 

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

On this, the 10 day of September, 2014, before me Megan Tucker, the undersigned officer personally appeared J Kade Simmons, who acknowledged himself to be the Agent and Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, and that he as such Agent and Attorney-in-Fact, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Agent and Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 11/7/17  
Signature/Notary Public: Megan Tucker  
Name/Notary Public (print): Megan Tucker

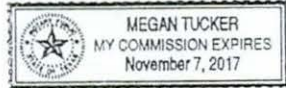


Exhibit "A"

Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective September 1, 2014.

Tract Number	AEP Lease ID	Lessor	Lessee	Lease Date	Instrument Number or Volume / Page
1	1284077000	Bessie Hejl	Ogden Resources Corporation	12/14/1989	1162/837
2	1284078000	Sylvia H. Holmes, et vir	Ogden Resources Corporation	12/1/1989	1162/840
3, 4	1284236000	The State of Texas	Union Pacific Resources Company	11/3/1992	1656/297
5	1330219000	Missouri Pacific Railroad Company	Union Pacific Resources Company	9/1/1992	1625/343
6	1284079000	Jerome Zubik, et ux	Ogden Resources Corporation	12/14/1989	1162/843
7	1318110000	Anthony Francis Zemanek	Anadarko E&P Company LP	4/20/2010	9814/279
7	1318109000	Michael Ryan Zemanek	Anadarko E&P Company LP	4/20/2010	9814/273
7	1318108000	Theresa Zemanek Gasek	Anadarko E&P Company LP	4/20/2010	9814/276
8	1284073000	George W. Nash, et ux	Ogden Resources Corporation	9/10/1991	1345/210
9	1284170000	Shirley O'Connell, et al	MCZ, Inc.	10/11/1983	626/328
10, 12	1284171000	Ernest Cahill	MCZ, Inc.	5/5/1983	86/566
10, 12	1284172000	Evelyn R. Cahill	MCZ, Inc.	5/5/1983	86/565
11	1330221000	Missouri Pacific Railroad Company	Union Pacific Resources Company	5/1/1993	1792/80
13	1284076000	Darby C. Balasko	Ogden Resources Corporation	1/31/1990	1167/367
13	1284074000	Evelyn R. Cahill	Ogden Resources Corporation	1/31/1990	1167/371
13	1284075000	Michael R. Cahill, et ux	Ogden Resources Corporation	1/31/1990	1167/375
14	1284066000	Charles Ramirez	Union Pacific Resources Company	4/7/1992	1501/199
15	1284082000	Wallace B. Drews, et ux	Union Pacific Resources Company	4/15/1992	1518/93
16	1284057000	Donald R. Regmund, et ux	Union Pacific Resources Company	4/15/1992	1501/201
17, 26, 37, 43, 49, 54, 55, 57	1283650000	Nonie F. McDonald	Union Pacific Resources Company	2/27/1991	1263/171
18	1284063000	Jasper B. McIlwain, et ux	Union Pacific Resources Company	4/21/1992	1501/177
19	1284100000	Glen Huff, et ux	Union Pacific Resources Company	5/19/1992	1523/279
20	1284068000	Lawrence J. Regmund, et ux	Union Pacific Resources Company	4/2/1992	1501/203
21	1284091000	Charles W. Hall, Jr.	Union Pacific Resources Company	4/16/1992	1708/131
21	1284089000	Charles W. Hall, Jr., et ux	Union Pacific Resources Company	11/12/1992	1523/318
21	1284090000	Robert L. King, et ux	Union Pacific Resources Company	5/4/1992	1523/327
22	1284221000	Danny F. Hilton	Union Pacific Resources Company	11/24/1992	1676/121
23	1284174000	Linda Kay Branch	Union Pacific Resources Company	8/26/1992	1627/227
24	1284054000	Lowell B. Clements, et ux	Union Pacific Resources Company	4/6/1992	1496/173
25	1284061000	Billy Dean Evans, et ux	Union Pacific Resources Company	4/9/1992	1501/159
27	1284168000	Mary Alice Sanchez	Union Pacific Resources Company	9/4/1992	1617/70

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Tract Number	AEP Lease ID	Lessor	Lessee	Lease Date	Instrument Number or Volume / Page
28	1284103000	Donald R Crocker, et ux	Union Pacific Resources Company	5/15/1992	1551/273
29	1284084000	Terry F Kellar	Union Pacific Resources Company	5/15/1992	1518/99
30	1284056000	Charles V. Barak, et ux	Union Pacific Resources Company	4/7/1992	1501/148
31	1284055000	Joseph Daniel Ondrasak, et ux	Union Pacific Resources Company	4/7/1992	1501/193
32	1284067000	Jeffery W. Riley, et ux	Union Pacific Resources Company	4/10/1992	1501/205
33	1284096000	Robert S. Pressley, et ux	Union Pacific Resources Company	2/20/1992	1523/289
34	1284085000	Pedro Reyna, et ux	Union Pacific Resources Company	5/5/1992	1518/101
35	1284059000	Bernice Nemeec	Union Pacific Resources Company	4/8/1992	1501/187
36	1284064000	Ricky J. Siegert, et ux	Union Pacific Resources Company	4/13/1992	1501/207
38	1284151000	Alicia K. Forsyth	Union Pacific Resources Company	7/13/1993	1888/89
38	1284146000	Matthew Wade Regmund	Union Pacific Resources Company	9/25/1992	1676/64
38	1284152000	Michael Scott Freeman	Anadarko E&P Onshore LLC	1/22/2014	11865/287
38	1284148000	Rebecca Armijo	Union Pacific Resources Company	7/13/1993	2139/271
38	1284150000	Steven Wayne Freeman	Union Pacific Resources Company	7/7/1993	2485/150
38	1284149000	Tamara Lyn Karr	Union Pacific Resources Company	7/13/1993	1889/152
38	1284147000	Thomas Roger Regmund	Union Pacific Resources Company	9/25/1992	1679/89
39	1284062000	Duward Farnsworth	Union Pacific Resources Company	4/10/1992	1501/163
40	1284069000	Clifton Pegues, et ux	Union Pacific Resources Company	4/13/1992	1501/197
41	1284087000	Norma E. Porres	Union Pacific Resources Company	4/9/1992	1518/105
42	1284065000	Henry L. Wells, et ux	Union Pacific Resources Company	4/8/1992	1501/212
44, 48	1284060000	Steve Nemeec, et ux	Union Pacific Resources Company	4/8/1992	1501/190
45	1284070000	Michael C. Henley, et ux	Union Pacific Resources Company	4/9/1992	1501/165
45	1284071000	Michael R. Baker	Union Pacific Resources Company	10/20/1992	1661/279
45	1284072000	Neta Joyce Baker	Union Pacific Resources Company	12/9/1992	1715/129
46	1284086000	William H. Taylor, Jr., et ux	Union Pacific Resources Company	5/5/1992	1518/103
47	1284110000	Arthur Huff, Jr., et ux	Union Pacific Resources Company	5/20/1992	1581/229
50	1284058000	Rickie McGough, et ux	Union Pacific Resources Company	4/20/1992	1501/175
51	1284081000	Iona Hyvl	Union Pacific Resources Company	4/23/1992	1518/91
52	1284088000	Melvin Matthews, et ux	Union Pacific Resources Company	4/22/1992	1523/332
53, 54	1284145000	James A. Doyle, et ux	Union Pacific Resources Company	7/5/1992	1596/8
56	1284220000	Lester Perry, et ux	Union Pacific Resources Company	5/15/1992	1657/259
58	1283557000	Lottie Mae Graham, et vir	Union Pacific Resources Company	1/8/1991	1241/188
59	1283549000	John Russell Ferrell-Rabon	Union Pacific Resources Company	5/6/1992	1527/160
59	1283548000	Lisa Quinn	Union Pacific Resources Company	5/6/1992	1527/169
59	1283550000	Lori Walker	Union Pacific Resources Company	5/6/1992	1535/274
59, 60, 61	1283551000	Avanell C. Dooley	Anadarko E&P Company LP	1/20/2010	9483/242
59, 60, 61	1283543000	Estate of Christopher John Ferrell, minor	Union Pacific Resources Company	8/18/1992	1645/192
59, 60, 61	1283546000	John Russell Ferrell-Rabon	Union Pacific Resources Company	8/18/1992	1634/43

Exhibit A.xls

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Tract Number	AEP Lease ID	Lessor	Lessee	Lease Date	Instrument Number or Volume / Page
59, 60, 61	1283545000	Lisa Quinn	Union Pacific Resources Company	8/18/1992	1645/189
59, 60, 61	1283547000	Lori Walker	Union Pacific Resources Company	8/18/1992	1634/46
59, 61, 62	1283542000	Kay F. Ferrell	Union Pacific Resources Company	1/30/1991	1244/40
60	1283544000	Ella Cahill Merka	Union Pacific Resources Company	1/11/1991	1322/143
62, 66	1283541000	Ella Cahill Merka	Union Pacific Resources Company	1/10/1991	1239/267
63	1283561000	Pauline Cahill, et al	Union Pacific Resources Company	1/17/1991	1242/537
64	1283624000	Harvey P. Wise, et ux	Union Pacific Resources Company	1/17/1991	1251/789
65	1284094000	Darby Cahill Ford	Union Pacific Resources Company	4/29/1992	1523/306
65	1284092000	George R. Ford, et al	Union Pacific Resources Company	4/28/1992	1523/310
65	1284093000	Lawrence Steven Ford	Union Pacific Resources Company	4/29/1992	1523/308
65	1284095000	Michael Alan Ford	Union Pacific Resources Company	4/29/1992	1535/272
67	1283722000	Roman Catholic Diocese of Austin	Union Pacific Resources Company	3/15/1991	1322/133

Exhibit A.xls

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EXHIBIT "B"

Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective September 1, 2014.

UNIT AREA DESCRIPTION  
Zemanek Unit EB Unit

All those certain tracts or parcels of land, being more particularly described as follows:

**ZEMANEK UNIT EB  
438.44 ACRE UNIT  
ANADARKO E&P ONSHORE, LLC  
E. W. TAYLOR SURVEY, A-231 AND J. WILLIAMS SURVEY, A-237  
BRAZOS COUNTY, TEXAS**

Field notes of a 438.44 acre tract or parcel of land, lying and being situated in the E. W. Taylor Survey, Abstract No. 231 and the J. Williams Survey, Abstract No. 237, Brazos County, Texas and consisting of the following tracts:

- (1) Portion of the called 15 acre tract described in the deed recorded in Volume 363, Page 414 (1162/837);
- (2) Portion of the called 111.5 acre tract described in the deed recorded in Volume 59, Page 87 (1162/840);
- (3) A 40 foot wide right-of-way strip;
- (4) A 40 foot wide right-of-way strip;
- (5) Portion of the Missouri Pacific Railroad Company tract as described in the deed recorded in Volume 1625, Page 343;
- (6) All of a called 23.38 acre tract as described in the deed recorded in Volume 435, Page 297 and all of a called 23.38 acre tract as described in the deed recorded in Volume 437, Page 254 (1162/843);
- (7) Portion of a called 23.38 acre tract as described in the deed recorded in Volume 435, Page 309 (9814/279, 9814/273, 9814/276);
- (8) Portion of a called 5.099 acre tract as described in the deed recorded in Volume 1101, Page 160 (1345/210);
- (9) Portion of a called 27.32 acre tract as described in the deed recorded in Volume 383, Page 348 (1162/837);
- (10) A tract of land as described in the deed recorded in Volume 1167, Page 367 (86/586, 1167/371, 1167/375);
- (11) Portion of the Missouri Pacific Railroad Company tract as described in the deed recorded in Volume 1625, Page 343;
- (12) All of the called 14.78 acre tract described in the deed recorded in Volume 86, Page 586 (1167/367, 86/586, 1167/371, 1167/375);
- (14-48) All of Smetana Forest Subdivision (and 1/2 of the adjoining right-of-way of Smetana Road) according to the plat recorded in Volume 294, Page 01;
- (49-56) All of Smetana Forest Subdivision - Second Installment and Third Installment (and 1/2 of the adjoining right-of-way of Smetana Road) according to the plat recorded in Volume 332, Page 649 & Volume 380, Page 339;
- (57) All of the remainder of the called 105 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 274, Page 303 (1263/171);
- (58) All of the called 11.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 393, Page 262 (1241/188);
- (59) All of the called 11.9 acre Tract II (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 486, Page 131 (9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46, 1527/169, 1535/274);
- (60) All of the called 11.9 acre Tract III (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 762, Page 143 (9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46);
- (61) All of the called 11.9 acre Tract IV (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 762, Page 143 (9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46);
- (62) All of the called 11.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 393, Page 270 (1322/143, 1645/192, 1244/40);
- (63) All of the called 10.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 191, Page 28 (1242/537);
- (64) All of the called 1 acre tract described in the deed recorded in Volume 378, Page 134 (1251/789);
- (65) All of the called 11.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 459, Page 672 (1523/306, 1523/310, 1523/308, 1535/272);
- (66) All of the called 11.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 392, Page 665 (1239/267);

(67) All of the called 11.9 acre tract (and 1/2 of the adjoining right-of-way of Smetana Road) described in the deed recorded in Volume 1032, Page 250 (1322/133);

Of the Deed Records of Brazos County, Texas.  
Tract information obtained from Anadarko E&P Onshore LLC, Zubik-Smith Unit Well No. 1 plat and Siegert-Merka Unit No. 1 (Vol.1792, Pg.88) where applicable.

and said 438.44 acre tract being more particularly described as follows:

Beginning at found iron rod for the most Southerly corner of beforementioned called 11.9 acre tract (1033/250), having coordinates of X=3,511,612.39' and Y=10,224,197.97';

Thence N47°04'36"W along the Southwest line of called 11.9 acre tracts for a distance of 529.99' to a point for the most Westerly corner of beforementioned called 11.9 acre tract (392/665), also being the most Southerly corner of the beforementioned called 11.9 acre tract (459/672);

Thence N47°28'21"W for a distance of 849.51' to a point of intersection of the apparent Western railroad right-of-way with the Southwest line of beforementioned called 11.9 acre tract (762/143);

Thence with the apparent Western railroad right-of-way as follows:

Along a curve to the East having a long chord of N66°22'35"W 40.21', radius of 2,973.02' and arc length of 40.21'; thence along a curve to the East having a long chord of N62°30'32"W 320.60', radius of 2,948.69' and arc length of 320.75' to a point;

Thence N47°10'01"W for a distance of 1,693.86' to a point of intersection with the apparent Western railroad right-of-way;

Thence N43°05'13"W 533.13' and N43°01'38"W 148.65' along the apparent Western railroad right-of-way to a point of intersection with the South line of beforementioned called 27.32 acre tract (1162/837);

Thence S42°17'24"W along the South line of beforementioned 27.32 acre tract (1162/837) for a distance of 48.66' to a point;

Thence N47°10'01"W for a distance of 5,156.41' to a point from which a found iron rod for the Northwest corner of beforementioned 15 acre tract (363/414) bears S80°00'48"W 523.26';

Thence N43°03'18"E for a distance of 1,960.01' to a point on the Southwest boundary of Anadarko's Capps Unit from which a found iron rod for the Northeast corner of beforementioned 23.38 acre tract (435/309) bears N43°06'22"E 33.22';

Thence with the Southwest boundary of said Capps Unit as follows:

S47°10'01"E 2,019.30' to a point in centerline of Fountain Switch Road, thence N42°27'56"E along centerline of Fountain Switch Road for a distance of 163.95' to the point of intersection with Smetana Road, thence S47°29'57"E with the centerline of said Smetana Road for a distance of 2,218.27', thence continuing S46°51'16"E with the centerline of said Smetana Road for a distance of 1,764.79' to the Southwest corner of said Capps Unit, thence N42°42'36"E along the Southeast line of said Capps Unit 3.10' to a point;

Thence S46°49'06"E for a distance of 3,235.39' to a point for the most Easterly corner of beforementioned called 11.9 acre tract (1033/250) from which a found iron rod bears N54°06'45"W 270.01';

Thence S42°28'54"W along the Southeast line of beforementioned 11.9 acre tract (1033/250) for a distance of 2,008.89' to the Point of Beginning, containing approximately 438.44 acres, more or less, all being more fully shown on attached plat.

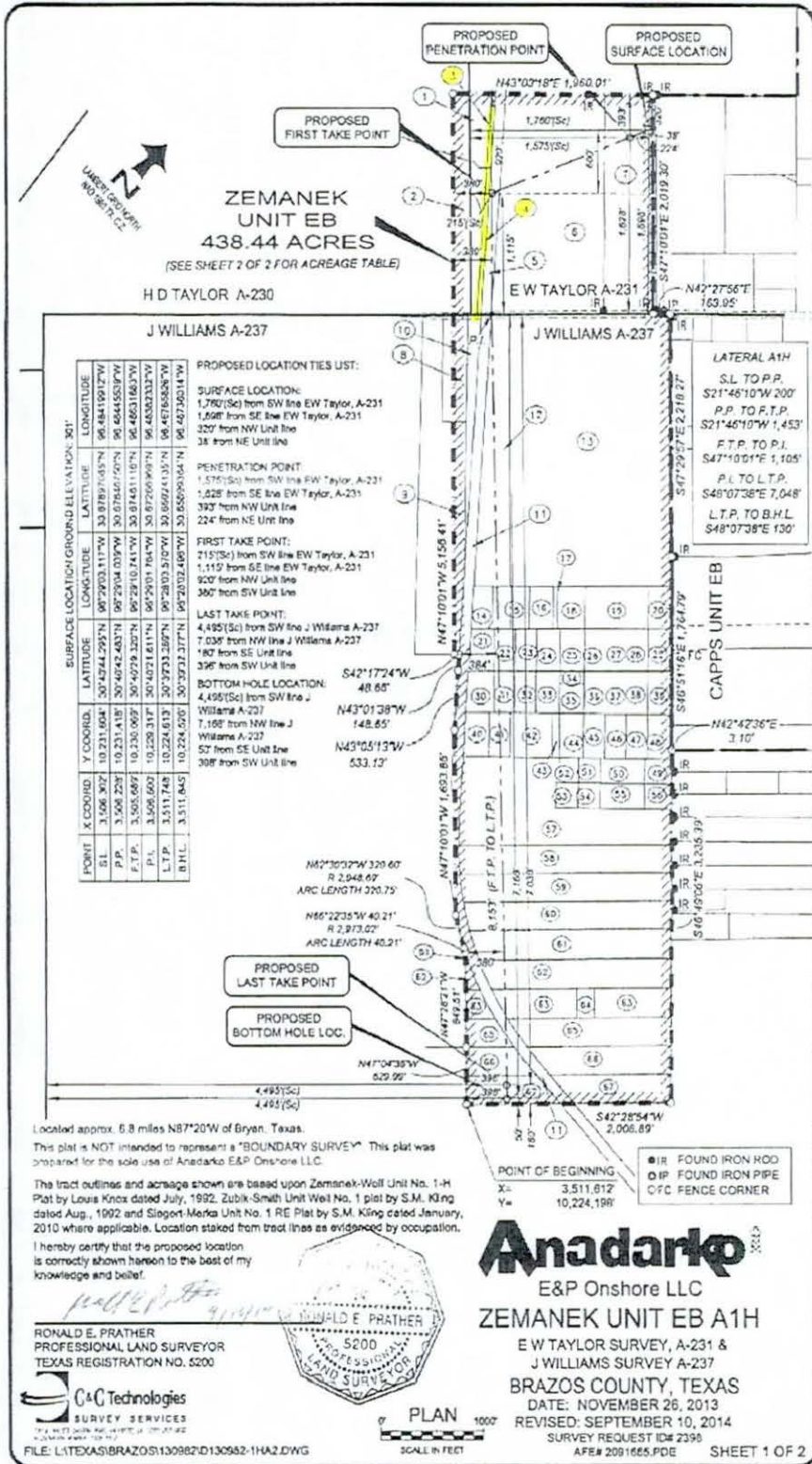
All coordinates, bearings and distances are based upon the Texas State Plane Coordinate System NAD83 Central Zone.

Ronald E. Prather, PLS, TX Reg.#5200  
C&C Technologies, Inc. LA Reg.#S-0338



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EXHIBIT "C"  
 Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective September 1, 2014  
 UNIT AREA PLAT



ZEMANEK UNIT EB

TRACT	PARTICIPANT	ACREAGE	VOL./PT.
1	Bessie Hill	5.17	1162/837
2	Sylvia H. Holmes, et vr	9.21	1162/840
3	The State of Texas	2.53	1655/297
4	The State of Texas	1.26	1655/297
5	Missouri Pacific Railroad Company	4.89	1625/343
6	Jerome & Ann Zubik	47.87	1162/841
7	Anthony J. Zemanek, et al	21.94	9814/279, 9814/273, 9814/275
8	George W. Nash, et ux	3.04	1345/011
9	Bessie Hill	4.98	1162/837
10	Darby C. Balasko, et al	3.46	1167/067, 865/66, 1167/071, 1167/075
11	Missouri Pacific Railroad Company	15.78	1625/343
12	Darby C. Balasko, et al	14.78	1167/067, 865/66, 1167/071, 1167/075
13	Darby C. Balasko, et al	90.35	1167/067, 865/66, 1167/071, 1167/075
14	Charles Ramirez	1.78	1501/194
15	Wallace B. Dews, et ux	3.26	1518/91
16	Donald R. Regmund, et ux	2.14	1501/201
17	Nonie F. McDonald	0.36	1263/171
18	Jasper B. McDonald, et ux	2.32	1501/177
19	Glen Huff, et ux	5.81	1523/229
20	Lawrence J. Regmund, et ux	2.18	1501/201
21	Charles W. Hall, Jr., et al	2.19	1706/132, 1523/016, 1523/027
22	Denny F. Hixon	1.84	1676/121
23	Linda Kay Branch	1.84	1627/227
24	Lowell B. Clements, et ux	2.07	1496/173
25	Billy Dean Evans, et ux	2.09	1501/193
26	Nonie F. McDonald	1.87	1263/171
27	Mary Ann Sanchez	1.87	1617/011
28	Donald R. Crocker, et ux	1.87	1551/273
29	Terry E. Kellar	2.17	1518/98
30	Charles V. Bank, et ux	2.41	1501/148
31	Joseph Daniel Onsrato, et ux	1.84	1501/193
32	Jeffery W. Riley, et ux	1.84	1501/206
33	Robert S. Hrestley, et ux	2.07	1523/281
34	Pedro Reyna, et ux	0.56	1518/101
35	Bernice Nemic	1.53	1501/187
36	Ricky J. Skagert, et ux	1.87	1501/207
37	Nonie F. McDonald, a widow	1.87	1263/171
38	Matthew Wade Regmund, et al	1.87	1678/64, 2159/271, 1688/152, 1678/89
39	Deward Farnsworth	2.16	1501/163
40	Clifton Pagues, et ux	2.22	1501/197
41	Norma E. Pomes	1.86	1518/101
42	Henry L. Wells, et ux	3.74	1501/212
43	Nonie F. McDonald	0.56	1263/171
44	Steve Nemic, et ux	2.08	1523/289, 1501/190
45	Michael C. Henley, et al	1.87	1501/185, 1661/279, 1715/100
46	William H. Taylor, et ux	1.87	1518/103
47	Athur Huff, Jr.	1.87	1581/229
48	Steve Nemic, et ux	2.15	1523/289, 1501/190
49	Nonie F. McDonald	1.31	1263/171
50	Rickie McDough, et ux	2.30	1501/175
51	Iona Hyatt	1.15	1518/91
52	Marvin Matthews, et ux	1.02	1523/332
53	James A. Doyle, et ux	1.15	1596/41
54	James A. Doyle, et ux, Nonie F. McDonald	1.15	1596/8, 1263/171
55	Nonie F. McDonald	2.30	1263/171
56	Lester E. Perry, et ux	1.31	1657/259
57	Nonie F. McDonald, a widow	28.75	1263/171
58	Lottie Mae Griffith, et vr	12.35	1241/188
59	Avanell C. Dooley, et al	12.87	9483/242, 1834/43, 1322/143, 1645/192, 1645/189, 1634/46, 1527/159, 1526/274
60	Avanell C. Dooley, et al	12.15	9483/242, 1834/43, 1322/143, 1645/192, 1645/189, 1634/46
61	Avanell C. Dooley, et al	11.77	9483/242, 1834/43, 1322/143, 1645/182, 1645/189, 1634/46
62	Estate of Katherine G. Cahill, et al	11.54	1322/143, 1645/192, 1244/40
63	Pauline Cahill, et al	10.49	1242/537
64	Harvey P. Wise, et ux	1.00	1251/789
65	Darby Cahill Ford, et al	11.42	1423/206, 1523/310, 1523/308, 1532/272
66	Ella Cahill Merka	11.36	1238/257
67	Roman Catholic Diocese	11.34	1322/133
TOTAL		438.44	

① DESIGNATES TRACT NUMBER.  
 5.17 - DENOTES CALCULATED ACREAGE  
 5.17 - DENOTES ACREAGE AS PFR ZUBIK-SMITH UNIT WELL NO. 1 PLAT OR SEIGERT-MERKA UNIT WELL NO. 1 PLAT, WHERE APPLICABLE

Located approx. 6.8 miles N87°20'W of Bryan, Texas.  
 This plat is NOT intended to represent a "BOUNDARY SURVEY". This plat was prepared for the sole use of Anadarko E&P Onshore LLC.  
 The tract outlines and acreage shown are based upon Zemanek-Wolf Unit No. 1-N Plat by Louis Knox dated July, 1992, Zubik-Smith Unit Well No. 1 plat by S.M. Kling dated Aug., 1992 and Seigert-Merka Unit No. 1 RE Plat by S.M. Kling dated January, 2010 where applicable. Location staked from tract lines as evidenced by occupation.



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**Anadarko**  
 E&P Onshore LLC  
**ZEMANEK UNIT EB A1H**  
 E W TAYLOR SURVEY, A-231 &  
 J WILLIAMS SURVEY A-237  
 BRAZOS COUNTY, TEXAS  
 DATE: NOVEMBER 26, 2013  
 REVISED: SEPTEMBER 10, 2014  
 SURVEY REQUEST ID# 2398  
 AFE# 2091685.PDE SHEET 2 OF 2

Filed for Record in:  
BRAZOS COUNTY

On: Sep 22, 2014 at 03:32P

As a  
Recording

Document Number: 01208949

Amount: 56.00

Receipt Number - 523613

By:  
Becky Wright

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 22, 2014

Karen McGuire, Brazos County Clerk  
BRAZOS COUNTY

File No. MF095170

Brazos County

Unit 7625 Designation Package

Date Filed: 8/11/2015

George P. Bush, Commissioner  
By M. Barnstone





Texas General Land Office  
 George P. Bush, Commissioner  
 1700 North Congress Avenue  
 Austin, Texas 78701-1495

Unit 11359  
 Replaces &  
 Corrects Unit

**STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION**

7625

**OPERATOR INFORMATION**

Contact Name Davin McGinnis Phone (512) 495-6308  
 Name of Pooled Unit GLO Unit No. 7625 (Zemanek Unit EB)  
 Operator of Pooled Unit WHR Eagle Ford, LLC County Brazos  
 Effective Date of Unit Declaration: September 1, 2014

**SROW/CO. ROAD LEASE(S) IN UNIT**

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
95170	11/3/1992	3 years	25%	1.93	1.89

part: 0.00429224

NRI: 0.00107306

Total SROW Acreage in Unit: 1.890000  
 Total CoRd Acreage in Unit: \_\_\_\_\_  
 Total Private Acreage in Unit: 438.440000  
 Total Unit Acreage: 440.33

<b>State Roads Royalty Revenue Interest in Unit:</b>	0.	0	0	1	0	7	7	6	8
--	----	---	---	---	---	---	---	---	---

<b>County Roads Royalty Revenue Interest in Unit:</b>	0.								
---	----	--	--	--	--	--	--	--	--

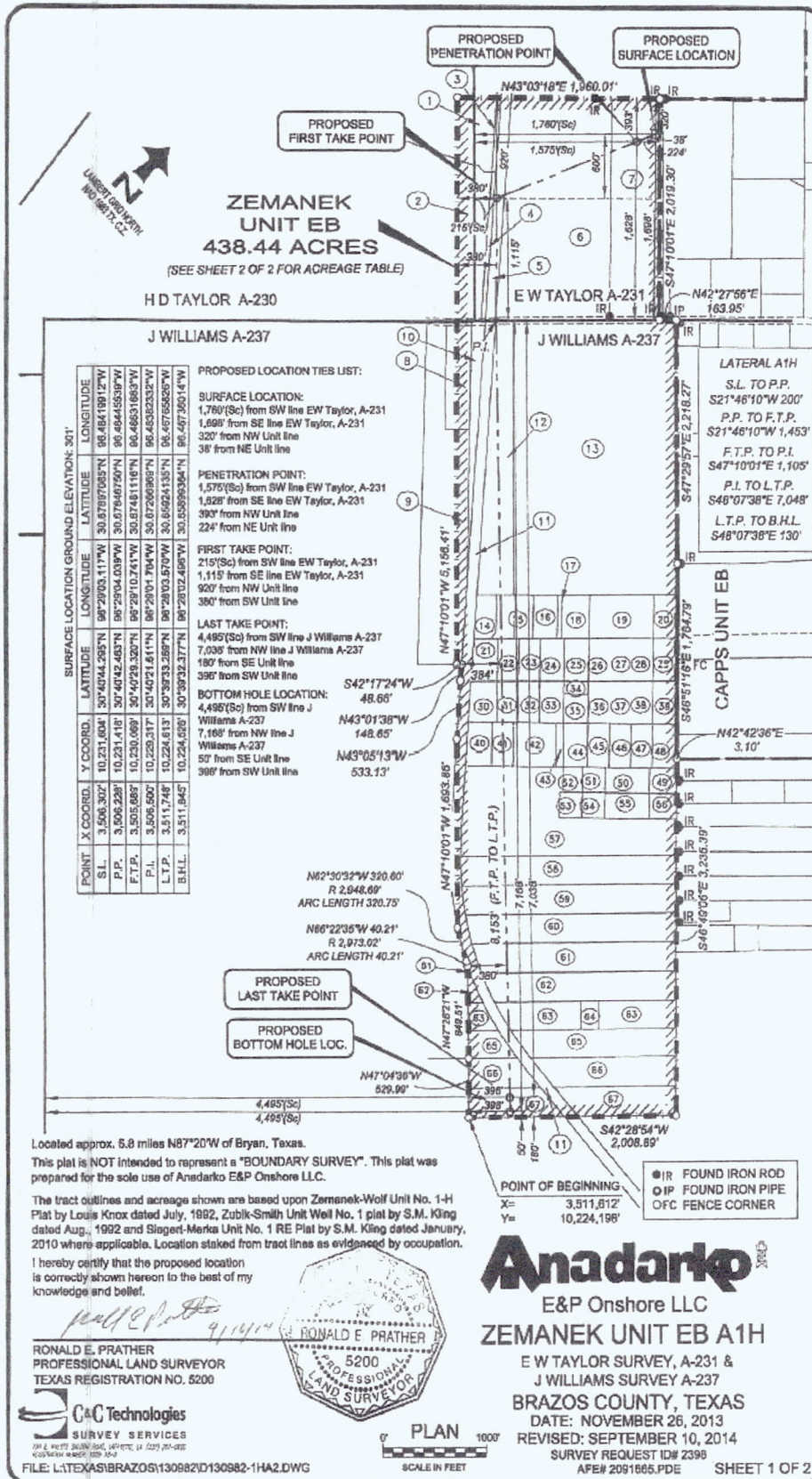
◆ Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd lease tracts ◆

Type of Mineral Pooled: Oil  Gas  Oil & Gas   
 Pooled Interval: All Depths  Top Depth 7,814' Base Depth 8,311'  
 If pooling a Formation(s) please list Formation Name: Woodbine A  
 RRC Field Name(s): Madisonville, West

**UNIT WELLS**

API # 42-041-32267 RRC ID# 26551  
 API # 42-041-32268 RRC ID# 2651  
 API # \_\_\_\_\_ RRC ID# \_\_\_\_\_  
 API # \_\_\_\_\_ RRC ID# \_\_\_\_\_

EXHIBIT "C"  
Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective September 1, 2014.  
UNIT AREA PLAT.



**ZEMANEK UNIT EB**

TRACT	PARTICIPANT	ACREAGE	VOL./PG.
1	Bessie Hejl	5.17	1162/837
2	Sylvia H. Holmes, et vr	9.21	1162/840
3	The State of Texas	0.63	1656/297
4	The State of Texas	1.26	1656/297
5	Missouri Pacific Railroad Company	4.69	1625/343
6	Jerome & Ann Zubik	47.97	1162/843
7	Anthony I. Zemanek, et al	21.94	9814/279, 9814/273, 9814/276
8	George W. Nash, et ux	3.04	1345/210
9	Bessie Hejl	4.98	1162/837
10	Darby C. Balasko, et al	3.46	1167/367, 86/586, 1167/371, 1167/375
11	Missouri Pacific Railroad Company	15.78	1625/343
12	Darby C. Balasko, et al	14.78	1167/367, 86/586, 1167/371, 1167/375
13	Darby C. Balasko, et al	30.35	1167/367, 86/586, 1167/371, 1167/375
14	Charles Ramirez	1.76	1501/169
15	Wallace B. Drews, et ux	3.26	1818/93
16	Donald R. Regmund, et ux	2.14	1501/201
17	Nonie F. McDonald	0.96	1263/171
18	Jasper B. McIlwain, et ux	2.32	1501/177
19	Glen Huff, et ux	5.61	1523/279
20	Lawrence J. Regmund, et ux	2.16	1501/203
21	Charles W. Hall, Jr., et al	2.19	1706/132, 1523/318, 1523/327
22	Danny F. Hilton	1.84	1676/121
23	Linda Kay Branch	1.84	1627/227
24	Lowell B. Clements, et ux	2.07	1496/173
25	Billy Dean Evans, et ux	2.09	1501/195
26	Nonie F. McDonald	1.67	1263/171
27	Mary Alice Sanchez	1.87	1617/73
28	Donald R. Crocker, et ux	1.87	1551/273
29	Terry E. Keller	2.17	1518/99
30	Charles V. Barak, et ux	2.41	1501/148
31	Joseph Daniel Omrsek, et ux	1.84	1501/183
32	Jeffery W. Riley, et ux	1.84	1501/206
33	Robert S. Pressley, et ux	2.07	1523/286
34	Pedro Rayma, et ux	0.96	1518/101
35	Bernice Nemes	1.53	1501/187
36	Ricky J. Siegel, et ux	1.87	1501/207
37	Nonie F. McDonald, a widow	1.87	1263/171
38	Matthew Wade Regmund, et al	1.87	1678/84, 2139/271, 1889/152, 1579/99
39	Duward Farnsworth	2.16	1501/163
40	Clifton Pagues, et ux	2.22	1501/197
41	Norma E. Pomes	1.86	1518/106
42	Henry L. Wells, et ux	3.74	1501/212
43	Nonie F. McDonald	0.96	1263/171
44	Steve Nemes, et ux	2.09	1523/289, 1501/190
45	Michael C. Henley, et al	1.87	1601/165, 1661/279, 1715/126
46	William H. Taylor, et ux	1.87	1518/103
47	Arthur Huff, Jr.	1.87	1581/226
48	Steve Nemes, et ux	2.15	1523/289, 1501/190
49	Nonie F. McDonald	1.91	1263/171
50	Rickie McCough, et ux	2.30	1501/175
51	Iona Hyv	1.15	1518/91
52	Melvin Matthews, et ux	1.02	1523/332
53	James A. Doyle, et ux	1.15	1696/8
54	James A. Doyle, et ux, Nonie F. McDonald	1.15	1506/8, 1263/171
55	Nonie F. McDonald	2.30	1263/171
56	Leslar E. Perry, et ux	1.31	1657/259
57	Nonie F. McDonald, a widow	26.75	1263/171
58	Lottie Mae Graham, et vir	12.35	1241/188
59	Avanel C. Dooley, et al	12.67	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46, 1527/169, 1535/274
60	Avanel C. Dooley, et al	12.15	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
61	Avanel C. Dooley, et al	11.71	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
62	Estate of Katherine G. Cahill, et al	11.54	1322/143, 1645/192, 1244/10
63	Pauline Cahill, et al	10.49	1242/637
64	Harvey P. Wise, et ux	1.00	1251/789
65	Darby Cahill Ford, et al	11.42	1523/306, 1523/310, 1523/308, 1535/272
66	Ella Cahill Merka	11.36	1239/267
67	Roman Catholic Diocese	11.34	1322/113
	TOTAL	438.44	

① DESIGNATES TRACT NUMBER.  
5.17 - DENOTES CALCULATED ACREAGE  
5.17 - DENOTES ACREAGE AS PER ZUBIK-SMITH UNIT WELL NO. 1 PLAT OR  
SIEGERT-MERKA UNIT WELL NO. 1 PLAT, WHERE APPLICABLE

Located approx. 6.8 miles N67°20'W of Bryan, Texas.  
This plat is NOT intended to represent a "BOUNDARY SURVEY". This plat was prepared for the sole use of Anadarko E&P Onshore LLC.

The tract outlines and acreage shown are based upon Zemanek-Wolf Unit No. 1-H Plat by Louis Knox dated July, 1892, Zubik-Smith Unit Well No. 1 plat by S.M. Kling dated Aug., 1992 and Siegert-Merka Unit No. 1 RE Plat by S.M. Kling dated January, 2010 where applicable. Location staked from tract lines as evidenced by occupation.



E&P Onshore LLC  
**ZEMANEK UNIT EB A1H**

E W TAYLOR SURVEY, A-231 &  
J WILLIAMS SURVEY A-237

BRAZOS COUNTY, TEXAS

DATE: NOVEMBER 26, 2013

REVISED: SEPTEMBER 10, 2014

SURVEY REQUEST ID# 2398

AFE# 2091665.PDE

SHEET 2 OF 2

Revise Unit 7625

MF095176

July 30, 2021

D. Davin McGinnis  
DID Number: 512.495.6308  
Email: dmcginnis@scottdoug.com

**VIA EMAIL**

Mary Beth Barnstone  
Energy Resources/Mineral Leasing  
General Land Office  
1700 N. Congress Avenue  
Austin, TX 78701

In Re: Application of WHR Eagle Ford, LLC for Approval of State Right of Way and/or County Road Unit Designation, Zemanek Unit EB (GLO Unit No. 7625), Brazos County, Texas

Dear Mary Beth:

On behalf of WHR Eagle Ford, LLC's ("WHR"), enclosed is a highway pooling application for the Zemanek Unit EB (GLO Unit No. 7625), together with a unit plat. This application corrects and clarifies that the number of state highway acres in the unit is 1.89 acres, not 1.93 acres. The correct acreage total of 1.89 acres is reflected on the plat enclosed herewith.

If you have any questions concerning this application or need any further information, please do not hesitate to let me know. Thank you for your assistance in this matter.

Very truly yours,



Davin McGinnis  
Attorney for WHR Eagle Ford, LLC

Enclosures

4847-5971-9668

File No. MF 095170

Brazos County

Unit 11359 packet

Date Filed: 8/5/21

George P. Bush, Commissioner  
By: MBBarnstone

**DO NOT DESTROY**



**Texas General Land Office  
UNIT AGREEMENT MEMO**

UPA210101

**Unit Number** 11359  
**Operator Name** ~~Chesapeake Operating, L.L.C.~~ *Wildfire Energy LLC*  
**Customer ID** C000025243  
**Unit Name** Zemanek Unit EB (corrected)  
**County 1** Brazos **RRC District 1** 03  
**County 2** **RRC District 2**  
**County 3** **RRC District 3**  
**County 4** **RRC District 4**  
**Unit type** Standard  
**State Net Revenue Interest** Oil 0.00107768  
**State Part in Unit** 0.00431074  
**Unit Depth** Specified Depths  
**From Depth** 7814.000000  
**To Depth** 8311.000000  
**Well**  
**Formation** Top of Woodbine to Base of Woodbine  
**Participation Basis** Surface Acreage  
 If Exclusions Apply: See Remarks

**Effective Date** 09/01/2014  
**Unitized For** Oil And Gas  
**Unit Term**  
**Old Unit Number** **Inactive Status Date**

*Corrected*

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF095170	3 & 4	1.890000	438.440000	0.00431074	O/G	0.25000000	0.00107768	No

**API Number**

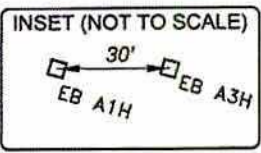
4204132267, 4204132268

**Remarks:**

Total Unit acreage corrected.

**Prepared By:** *mb*  
**GLO Base Updated By:** *mb*  
**RAM Approval By:** *VD*  
**GIS By:** \_\_\_\_\_  
**Well Inventory By:** *mb*

**Prepared Date:** 3/2/26  
**GLO Base Date:** 3/2/26  
**RAM Approval Date:** 3/2/26  
**GIS Date:** \_\_\_\_\_  
**WI Date:** 3/2/26



**ZEMANEK UNIT EB 438.44 ACRES**  
(SEE SHEET 2 OF 2 FOR ACREAGE TABLE)

H D TAYLOR A-230

J WILLIAMS A-237

AS-DRILLED POSITIONS based upon directional survey by Halliburton/Sperry Drilling survey As-Drilled Surface Location position. (Well Casing)

AS-DRILLED LOCATION TIES LIST:  
SURFACE LOCATION:  
1,790'(Sc) from SW line EW Taylor, A-231  
1,698' from SE line EW Taylor, A-231  
320' from NW Unit line  
7' from NE Unit line

PENETRATION POINT:  
1,410'(Sc) from SW line EW Taylor, A-231  
1,170' from SE line EW Taylor, A-231  
852' from NW Unit line  
387' from NE Unit line

FIRST TAKE POINT:  
1,255'(Sc) from SW line EW Taylor, A-231  
378' from SE line EW Taylor, A-231  
1,646' from NW Unit line  
534' from NE Unit line

LAST TAKE POINT:  
5,695'(Sc) from SW line J Williams A-237  
6,823' from NW line J Williams A-237  
396' from SE Unit line  
414' from NE Unit line

BOTTOM HOLE LOCATION:  
5,715'(Sc) from SW line J Williams A-237  
6,957' from NW line J Williams A-237  
262' from SE Unit line  
396' from NE Unit line

POINT	X COORDINATE	Y COORDINATE	LATITUDE	LONGITUDE
S.L.	3,506,323'	10,231,626'	30.67902967°N	96.48413038°W
P.P.	3,506,454'	10,230,987'	30.67726164°N	96.48378554°W
F.T.P.	3,506,935'	10,230,340'	30.67543825°N	96.48232491°W
L.T.P.	3,512,401'	10,225,646'	30.66201781°N	96.46546876°W
B.H.L.	3,512,510'	10,225,567'	30.66179082°N	96.46512932°W

ZEMANEK UNIT EB A3H AS-DRILLED LATERAL  
TOTAL LATERAL LENGTH: 8,905' (S.L. TO B.H.L.)

AS-BUILT SURFACE LOCATION SURVEYED: 4/17/2014

GROUND ELEVATION AT CASING: 301'

N62°30'32"W 320.60'  
R 2,948.69'  
ARC LENGTH 320.75'

N66°22'35"W 40.21'  
R 2,973.02'  
ARC LENGTH 40.21'

Located approx. 6.8 miles N87°20'W of Bryan, Texas.

This plat is NOT intended to represent a "BOUNDARY SURVEY". This plat was prepared for the sole use of Anadarko E&P Onshore LLC for the purpose of regulatory compliance.

The tract outlines and acreage shown are based upon Zemanek-Wolf Unit No. 1-H Plat by Louis Knox dated July, 1992, Zubik-Smith Unit Well No. 1 plat by S.M. Kling dated Aug., 1992 and Siegert-Merka Unit No. 1 RE Plat by S.M. Kling dated January, 2010 where applicable.

I hereby certify that the location is correctly shown hereon to the best of my knowledge and belief.

*Ronald E. Prather*  
RONALD E. PRATHER  
PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5200



**C&C Technologies**  
SURVEY SERVICES  
730 E. KRISTE SKOCH ROAD, LAKEVILLE, LA (337) 761-0680  
REGISTRATION NUMBER: 1008 16-3

FILE: L:\TEXAS\BRAZOS\15XXXX\AD150125-A3H.DWG



POINT OF BEGINNING  
X= 3,511,612'  
Y= 10,224,198'

● IR FOUND IRON ROD  
○ IP FOUND IRON PIPE  
○ FC FENCE CORNER

**Anadarko**  
E&P Onshore LLC  
"AS-DRILLED"  
**ZEMANEK UNIT EB A3H**

E W TAYLOR SURVEY, A-231 &  
J WILLIAMS SURVEY A-237  
**BRAZOS COUNTY, TEXAS**  
DATE: FEBRUARY 4, 2015  
SURVEY REQUEST ID# 4059  
AFE# 2091582.CMP

## ZEMANEK UNIT EB

TRACT	PARTICIPANT	ACREAGE	VOL./PG.
1	Bessie Hejl	5.17	1162/837
2	Sylvia H. Holmes, et vir	9.21	1162/840
3	The State of Texas	0.83	1656/297
4	The State of Texas	1.26	1656/297
5	Missouri Pacific Railroad Company	4.69	1625/343
6	Jerome & Ann Zubik	47.97	1162/843
7	Anthony F. Zemanek, et al	21.94	9814/279, 9814/273, 9814/276
8	George W. Nash, et ux	3.04	1345/210
9	Bessie Hejl	4.98	1162/837
10	Darby C. Balasko, et al	3.46	1167/367, 86/586, 1167/371, 1167/375
11	Missouri Pacific Railroad Company	15.78	1625/343
12	Darby C. Balasko, et al	14.78	1167/367, 86/586, 1167/371, 1167/375
13	Darby C. Balasko, et al	90.35	1167/367, 86/586, 1167/371, 1167/375
14	Charles Ramirez	1.76	1501/199
15	Wallace B. Drews, et ux	3.26	1518/93
16	Donald R. Regmund, et ux	2.14	1501/201
17	Nonie F. McDonald	0.36	1263/171
18	Jasper B. McIlwain, et ux	2.32	1501/177
19	Glen Huff, et ux	5.61	1523/279
20	Lawrence J. Regmund, et ux	2.18	1501/203
21	Charles W. Hall, Jr., et al	2.19	1708/132, 1523/318, 1523/327
22	Danny F. Hilton	1.84	1676/121
23	Linda Kay Branch	1.84	1627/227
24	Lowell B. Clements, et ux	2.07	1496/173
25	Billy Dean Evans, et ux	2.09	1501/159
26	Nonie F. McDonald	1.87	1263/171
27	Mary Alice Sanchez	1.87	1617/70
28	Donald R. Crocker, et ux	1.87	1551/273
29	Terry E. Kellar	2.17	1518/99
30	Charles V. Barak, et ux	2.41	1501/148
31	Joseph Daniel Ondrasek, et ux	1.84	1501/193
32	Jeffery W. Riley, et ux	1.84	1501/205
33	Robert S. Pressley, et ux	2.07	1523/289
34	Pedro Reyna, et ux	0.56	1518/101
35	Bernice Nemec	1.53	1501/187
36	Ricky J. Siegert, et ux	1.87	1501/207
37	Nonie F. McDonald, a widow	1.87	1263/171
38	Matthew Wade Regmund, et al	1.87	1676/64, 2139/271, 1889/152, 1679/89
39	Duward Farnsworth	2.16	1501/163
40	Clifton Pegues, et ux	2.22	1501/197
41	Norma E. Porres	1.86	1518/105
42	Henry L. Wells, et ux	3.74	1501/212
43	Nonie F. McDonald	0.58	1263/171
44	Steve Nemec, et ux	2.09	1523/289, 1501/190
45	Michael C. Henley, et al	1.87	1501/165, 1661/279, 1715/129
46	William H. Taylor, et ux	1.87	1518/103
47	Authur Huff, Jr.	1.87	1581/229
48	Steve Nemec, et ux	2.15	1523/289, 1501/190
49	Nonie F. McDonald	1.31	1263/171
50	Rickie McGough, et ux	2.30	1501/175
51	Iona Hyvl	1.15	1518/91
52	Melvin Matthews, et ux	1.02	1523/332
53	James A. Doyle, et ux	1.15	1596/8
54	James A. Doyle, et ux, Nonie F. McDonald	1.15	1596/8, 1263/171
55	Nonie F. McDonald	2.30	1263/171
56	Lester E. Perry, et ux	1.31	1657/259
57	Nonie F. McDonald, a widow	25.75	1263/171
58	Lottie Mae Graham, et vir	12.35	1241/188
59	Avanell C. Dooley, et al	12.67	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46, 1527/169, 1535/274
60	Avanell C. Dooley, et al	12.15	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
61	Avanell C. Dooley, et al	11.71	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
62	Estate of Katherine G. Cahill, et al	11.54	1322/143, 1645/192, 1244/40
63	Pauline Cahill, et al	10.49	1242/537
64	Harvey P. Wlse, et ux	1.00	1251/789
65	Darby Cahill Ford, et al	11.42	1523/306, 1523/310, 1523/308, 1535/272
66	Ella Cahill Merka	11.36	1239/267
67	Roman Catholic Diocese	11.34	1322/133
TOTAL		438.44	

① DESIGNATES TRACT NUMBER.

5.17 - DENOTES CALCULATED ACREAGE

5.17 - DENOTES ACREAGE AS PER ZUBIK-SMITH UNIT WELL NO. 1 PLAT OR SEIGERT-MERKA UNIT WELL NO. 1 PLAT, WHERE APPLICABLE

Located approx. 6.8 miles N87°20'W of Bryan, Texas.

This plat is NOT intended to represent a "BOUNDARY SURVEY". This plat was prepared for the sole use of Anadarko E&P Onshore LLC for the purpose of Regulatory Compliance..

The tract outlines and acreage shown are based upon Zemanek-Wolf Unit No. 1-H Plat by Louis Knox dated July, 1992, Zubik-Smith Unit Well No. 1 plat by S.M. Kling dated Aug., 1992 and Siegert-Merka Unit No. 1 RE Plat by S.M. Kling dated January, 2010 where applicable.



E&P Onshore LLC  
"AS-DRILLED"

### ZEMANEK UNIT EB A3H

E W TAYLOR SURVEY, A-231 &  
J WILLIAMS SURVEY A-237

BRAZOS COUNTY, TEXAS

DATE: FEBRUARY 4, 2015

SURVEY REQUEST ID# 4059

AFE# 2091582.CMP

SHEET 2 OF 2

**Correct Unit** ✓

**11359 acreage**

update  
Nwt 15019

RE: [EXTERNAL] GLO NRI Calculations

From Maridon Migl <mmigl@wildfire-energy.com>  
 Date Tue 2/24/2026 2:01 PM  
 To Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>

Mary Beth,

For the Porterfield, the Zemanek unit seems to be what differs here. We have on our decks as 0.00107769 as the NRI. After reviewing the UAM for the Zemanek, there seems to be a discrepancy in the total acreage in the unit. Please see the below information for our calculation:

Zemanek Unit Calculation						
Lease Number	Tract No.	Lease Acres In Unit	Total Unit Acres	Tract Participation	Lease Royalty	NRI of Lease In Unit
MF095170	3	0.6300	438.4400	0.00143691	0.25000000	0.00035923
MF095170	4	1.2600	438.4400	0.00287383	0.25000000	0.00071846
<b>Totals</b>		<b>1.8900</b>				<b>0.00107769</b>

In regards to the Mercury unit, our NRI calculations are the same. After reviewing, the total lateral length might be the issue here, please see the calculations here:

Mercury A 1HE Allocation		
Unit	Productive Lateral length	Allocation Factor
Mercury Unit	10,042.21	0.96056523
College Station A Unit	412.27	0.03943477
<b>Totals</b>		<b>1.00000000</b>

GLO's Allocated NRI in the Mercury A 1HE						
Lease Number	Unit	NRI of Lease In Unit		Allocation Factor		Allocated NRI of Lease
TBD	Mercury Unit	0.00392980	x	0.96056523	=	0.00377483
N/A	College Station A Unit	0.00000000	x	0.03943477	=	0.00000000
<b>Totals</b>		<b>0.00392980</b>		<b>1.00000000</b>		<b>0.00377483</b>

I hope this clears anything up. Please let me know if you need anything from my end. Thanks,

**Maridon Migl**  
 Land Technician

**WildFire Energy LLC**  
 920 Memorial City Way, Ste 1400  
 Houston, TX 77024  
[mmigl@wildfire-energy.com](mailto:mmigl@wildfire-energy.com)

File No. MF095170

Brazos

County

Corrected Unit 11359

Date Filed: 5/13/26

Commissioner Dawn Buckingham, M.D.

By: MB Bamston



**Texas General Land Office**  
 Commissioner Dawn Buckingham, M.D.  
 1700 North Congress Avenue  
 Austin, Texas 78711-2873

**APPLICATION FOR PSA INCLUSIVE OF STATE LEASES AND/OR UNITS**

APPLICANT INFORMATION					
Company Name: <u>WildFire Energy LLC</u>					
Mailing Address: <u>920 Memorial City Way, Suite 1400 Houston, TX 77024</u>					
Representative: <u>Maridon Migl</u>		Phone: <u>832-558-0100</u>		Email: <u>mmigl@wildfire-energy.com</u>	
Operator of Proposed Agreement: <u>WildFire Energy Operating LLC</u>					
Allocation Well Name(s), if known: <u>Porterfield A 1HE</u>					
Effective Date of Agreement: <u>1/1/2026</u>					

STATE LEASE(S) SUBJECT TO PSA					
Land Type <sup>1</sup>	State Lease Number (MF)	Lease Date	Lease Term	Lease Acreage	Depths Held
HROW	<u>122368</u>	TBD	TBD	3.59	
HROW	MF-95170	11/3/1992	3YR	1.89	All
For Additional Listings, please submit a spreadsheet in a similar format.					

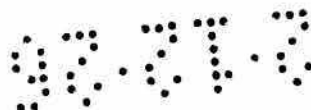
STATE UNIT(S) SUBJECT TO PSA (if applicable)						
Unit Name	GLO Unit Number	Effective Date	Unitized Interval	State Acreage in Unit	Total Acreage in Unit	
Zemanek Unit	11359	9/1/2014	Eagle Ford	1.89	438.44	
Porterfield A Unit	<u>15007</u>	1/1/2026	Eagle Ford	3.59	383.82	
If the PSA includes a Pooling Agreement approved by the GLO/SLB, will one or more allocation wells be used to satisfy any part of the drilling obligation for a unit? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						

Requested Basis of Allocation<sup>2</sup>:

- Unit Sharing Well (length of lateral on each tract divided by total productive drainhole length)
- Unit Line Well (330' box method)
- Other - Please Specify:

<sup>1</sup> Use abbreviations: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right-of-Way (HROW), Unleased Highway Right-of-Way (UHROW), Communitized Free Royalty (COML)

<sup>2</sup> See definitions of "Unit Sharing Well" and "Unit Line Well" in Paragraph 3 of the GLO's Production Sharing Agreement





**Texas General Land Office**  
 Commissioner Dawn Buckingham, M.D.  
 1700 North Congress Avenue  
 Austin, Texas 78711-2873

**DEVELOPMENT PLAN**

Proposed Total Number of Allocation Wells: 1  
 Targeted Formation(s)/Field(s): Giddings (Eagleford)

**ALLOCATION WELL INFORMATION**

**Submit a Plat for each for each well, accompanied by RRC Form W-1, W-2, or G-2 (if available)**

Well Information (Check one): Proposed  As-Drilled   
 Spud Date: 9/23/2025  
 Completion Date: 1/5/2026  
 Well Name: Porterfield A 1HE  
 API Number: 42-041-32680  
 RRC District: 03 Permit/Lease ID: 906760  
 Total Depth (TVD): 7,860'  
 Lateral Length (FTP to LTP): 9,309.75  
 Non-Perf Zone(s): Yes  No  If yes, provide length in feet and indicate location on plat

Well Information (Check one): Proposed  As-Drilled   
 Spud Date: \_\_\_\_\_  
 Completion Date: \_\_\_\_\_  
 Well Name: \_\_\_\_\_  
 API Number: \_\_\_\_\_  
 RRC District: -- Permit/Lease ID: \_\_\_\_\_  
 Total Depth (TVD): \_\_\_\_\_  
 Lateral Length (FTP to LTP): \_\_\_\_\_  
 Non-Perf Zone(s): Yes  No  If yes, provide length in feet and indicate location on plat

Well Information (Check one): Proposed  As-Drilled   
 Spud Date: \_\_\_\_\_  
 Completion Date: \_\_\_\_\_  
 Well Name: \_\_\_\_\_  
 API Number: \_\_\_\_\_  
 RRC District: -- Permit/Lease ID: \_\_\_\_\_  
 Total Depth (TVD): \_\_\_\_\_  
 Lateral Length (FTP to LTP): \_\_\_\_\_  
 Non-Perf Zone(s): Yes  No  If yes, provide length in feet and indicate location on plat

For Additional Listings, please submit a spreadsheet in a similar format.

Is this application for an agreement specific to an individual well only? Yes  No

Provide a legal description of the sharing area:  
The Porterfield A 1HE having a surface location of 1,305' FEC and 258' FNEL of Inez Unit, and 5,240' FNWL and 3,220' FSEL of the F. Ruiz Survey and a bottom hold location of 611' FNEL and 8,260' FSEL Zemanek Unit, and 1,040' FSEL and 1,190' FSEL of the H. D. Taylor Survey, in the Giddings (Eagleford) Field.

Please provide any explanatory notes or additional items to be considered in a cover letter accompanying the completed application, \$500.00 processing fee, and PSA exhibits (if available).

VENDOR  
2046

CHECK DATE  
02/05/26

55591

WildFire Energy Operating, LLC

INVOICE NUMBER	INVOICE DATE	VOUCHER CODE	DESCRIPTION	DISCOUNT TAKEN	AMOUNT PAID
23440-PSA	02/03/2026	351724		\$0.00	\$500.00
TOTALS:				\$0.00	\$500.00

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

WildFire Energy Operating, LLC  
920 Memorial City Way, Suite 1400  
Houston, Texas 77024

JPMorgan Chase Bank, NA  
New York, NY

1-2/210

55591

DATE: 02/05/2026

Five Hundred and 00/100 Dollars

\$ \*\*\*\*\*\$500.00

26733302

PAY  
TO  
THE  
ORDER  
OF

TEXAS GENERAL LAND OFFICE  
1700 N CONGRESS AVE  
AUSTIN, TX 78701-1495

26708802 

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

124

0000055591





February 9, 2026

Ms. Mary Beth Barnstone  
Texas General Land Office  
1700 North Congress Ave  
Austin, TX 78701-1495  
(512) 463-6521

**RE: Production Sharing Agreement  
Porterfield A 1HE  
API No. 42-041-32680  
Brazos County, Texas**

Ms. Barnstone,

Please find enclosed in duplicate, a Production Sharing Agreement for the Porterfield A 1HE well, API No. 42-041-32680 in Brazos County, Texas, a copy of the final As-Completed Plat, and check #55591 in the amount of \$500.00 for the processing fee.

Please find pertinent information below:

State Lease Numbers:  
GLO Unit Numbers:

MF095170  
11359 – Zemanek Unit

MF122368  
15007 Porterfield  
A Unit

Unit/Tract Name	Productive Drainhole Length	Allocation Factor
Inez Unit	546.5000	0.05870190
Lero Unit	2,191.3700	0.23538441
Porterfield A Unit	5,616.2800	0.60326862
Zemanek Unit	955.6000	0.10264508
	<b>9,309.75</b>	<b>1.00000000</b>

Date of First Production: 1/9/2026

Please call me at 832-810-2699 or email me at [rbaird@wildfire-energy.com](mailto:rbaird@wildfire-energy.com) if you have any questions or need any additional information.

Sincerely,  
**WildFire Energy LLC**

Raleigh Baird  
Sr. Landman

Enclosures:  
Production Sharing Agreement form  
Mercury A 1HE - As-Completed Plat  
Check #55596 – \$500 PSA processing fee

File No. MF095170

Brazos County

PSA Application Porterfield A HE

Date Filed: 5/13/26

Commissioner Dawn Buckingham, M.D.

By: MB Baumstar



# MEMORANDUM

TEXAS GENERAL LAND OFFICE • COMMISSIONER DAWN BUCKINGHAM, M.D.

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**TIME SENSITIVE: Action Required by: (March 12, 2026)**

**DATE:** February 19, 2026  
**TO:** Commissioner Dawn Buckingham, M.D.  
**FROM:** Mary Beth Barnstone  
**SUBJECT:** HROW Unit Production Sharing Agreement for signature

.....  
**SUMMARY:** Attached for your approval and signature are duplicate originals of a Production Sharing Agreement for a State highway right-of-way (“HROW”) Unit.

**DETAILS:** This agreement will allow the operator of the HROW Unit to drill horizontal wells that cross the lease or units if pooled and existing private leases and/or units in the area and to allocate the production from said wells as provided in the agreement. This is a practice that is commonly used to facilitate the drilling of horizontal wells across existing units or leases that do not allow pooling. The GLO has previously participated in these types of agreements. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

<b>Document Name</b>	<b>Recipient</b>
Production Sharing Agreement Porterfield A 1HE allocation well HROW Units 11359 & 15007 State Leases M-095170 & MF122368 Brazos County, Texas	WildFire Energy Operating LLC

**Recommendation:** Please sign and return to Mary Beth Barnstone in Energy Resources (3-6818).

**Attachment:** Two Production Sharing Agreements

**Thru:** Scott Owen

File No. MF095170

Brazos County

Memo to Commissioner

Date Filed: 5/13/26

Commissioner Dawn Buckingham, M.D.

By: MB Baustap



TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

February 24, 2026

Ms. Maridon Migl  
WildFire Energy Operating LLC  
920 Memorial City Way  
Suite 1400  
Houston, Texas 77024

Re: Production Sharing Agreement  
Porterfield A IHE allocation well  
HROW Units 11359 & 15007  
State Leases M-095170 & MF122368  
Brazos County, Texas

Dear Ms. Migl:

Enclosed is a duplicate original of the above referenced Production Sharing Agreement (“PSA”) that has been executed by Dawn Buckingham, M.D., Commissioner of the Texas General Land Office. We have retained an original of the PSA for our files.

**Please provide our office with a recorded copy of the PSA if it is going to be recorded as soon as it is available.** Additionally, after a Sharing Well is drilled, please provide our office with the “Productive Drainhole Length/Allocation Factor” information and let us know what our participation in the well is going to be so we can get our lease records set up for the payment of royalties on the Sharing Well.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,

Mary Beth Barnstone  
Geotech / Landman  
Energy Resources  
Texas General Land Office  
Direct number: (512)463-6818  
Email: [mary.barnstone@glo.texas.gov](mailto:mary.barnstone@glo.texas.gov)

Enclosure

File No. MF095170  
Brazos County  
Letter to wildfire  
Date Filed: 5/13/26  
Commissioner Dawn Buckingham, M.D.  
By: MB Baumstae



TEXAS GENERAL LAND OFFICE  
COMMISSIONER DAWN BUCKINGHAM, M.D.

Revised 6/11/25

**PRODUCTION SHARING AGREEMENT**

This production sharing agreement (“**Agreement**”), dated effective as of January 1, 2026 (“**Effective Date**”), is between WildFire Energy Operating LLC (“**Operator**”), the Commissioner of the General Land Office, on behalf of the State of Texas and the owner or owners below (collectively and each an “**Owner**”).

- Owner owns a mineral, working, and/or royalty interest in one or more oil and gas leases and/or in the mineral estate of the lands described by one or more of the leases identified under “**Leases**” in **Exhibit “A”** attached hereto, located within or adjacent to the geographic boundaries of the pooled units formed by the unit declarations or designations identified under “**Pooled Units**” in **Exhibit “A”** attached hereto (referred to individually as a “**Lease**” and collectively as the “**Pooled Units**,” if applicable);
- Operator is the owner and/or operator of the Leases and/or Pooled Units as to the acreage described in **Exhibit “B”** attached hereto and depicted in the plat attached as **Exhibit “C”**;
- The Parties desire to establish an agreed method of allocating production from one or more Sharing Wells (as defined in Section 3) to one or more of the Pooled Units or Leases adjacent to the Pooled Units.

1. **Production Sharing Calculation.** If Operator completes a Sharing Well, Operator shall:
  - a. Request that the GLO designate that Sharing Well as either (i) a Unit Sharing Well or (ii) a Unit Line Well (each as defined in Section 3); and
  - b. allocate production from that Sharing Well, from the date of first production, to each Sharing Well Property using the applicable fraction below:

Sharing Well Type	Numerator	Denominator
Unit Sharing Well	Completed Lateral Length on the Sharing Well Property	Total Completed Lateral Length
Unit Line Well	Horizontal Drainhole Area on the Sharing Well Property	Total Horizontal Drainhole Area

2. **Effect of Sharing Wells.** Operations on or production from a Sharing Well will be considered for all purposes (except the calculation and payment of royalties) to be operations on or production from each of the Sharing Well Properties to which production from the Sharing Well is allocated. Operator shall pay royalties under the terms of the Leases on the share of production as calculated in Section 1(b).

3. **Definitions.** For purposes of this Agreement, the following definitions apply:

“**As-Drilled Survey Plat**” means a plat, prepared by a registered professional engineer or surveyor, using a directional survey that shows the Sharing Well's wellbore path.

“**Completed Lateral Length**” means the actual measured distance between the first and last Take Point along the Horizontal Drainhole in the Sharing Well excluding any non-perforation zones.

“**Horizontal Drainhole**” means the portion of the Sharing Well identified on the As-Drilled Survey Plat:

- a. between the first and last Take Point (excluding any non-perforation zones); and
- b. located within one or more productive formations.

“**Horizontal Drainhole Area**” means the area within the Sharing Well Properties bounded by two lines 330 feet equidistant from and along the Horizontal Drainhole of a Sharing Well. For avoidance of doubt, the distance between the two lines paralleling the Horizontal Drainhole shall be 660 feet.

“**Sharing Well**” means a well with a horizontal drainhole displacement greater than 100 feet (as defined by Texas Administrative Code, Title 16, Part I, Chapter 3, Rule §3.86) in which Take Points are located on more than one Sharing Well Property.

“**Sharing Well Property**” means:

- a. any Pooled Unit,
- b. any unpooled portion of a Lease, or
- c. any other lease, pooled unit, unpooled portion of a lease or tract upon which a portion of the Horizontal Drainhole or Horizontal Drainhole Area (as shown by the As-Drilled Survey Plat) is located.

“**Take Point**” means any point in a horizontal well that is open to the formation where hydrocarbons from the formation can enter the wellbore.

“**Unit Sharing Well**” means a Sharing Well with a Horizontal Drainhole Area that traverses two or more Sharing Well Properties and is designated by the GLO as a “Unit Sharing Well”.

“**Unit Line Well**” means a Sharing Well with a portion of its Horizontal Drainhole located within 330 feet of a common property line between

the Sharing Well Properties and is designated by the GLO as a "Unit Line Well".

4. **Offset Obligations and Surface Use.** A Sharing Well does not create any offset obligations under any Leases in the Sharing Well Property. Operator shall have the right to make reasonable use of the surface and subsurface of each Sharing Well Property for the purpose of exploring, drilling, completing, producing, transporting and marketing oil and gas from any Sharing Well.
5. **Other Wells.** This Agreement does not affect the ownership or production allocation of any well drilled on a Sharing Well Property that is not a Sharing Well.
6. **Related Documents.** The terms of any Leases, agreements, and pooling agreements covering or affecting the Owner's lands within a Sharing Well Property (collectively, "**Related Documents**") are hereby amended to conform to this Agreement. If provisions in any Related Documents conflict with provisions in this Agreement, the provisions in this Agreement will control. A Sharing Well does not constitute a unit well for the purpose of unit production or unit operations or a drilling obligation contained in a pooling agreement, if applicable, unless approved in writing by the General Land Office.
7. **Retained Acreage.** If any Lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the Lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose of determining the acreage and/or depths of the leased premises under said Lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said Lease or situated within a Horizontal Drainhole Area extending onto said Lease ("On-Lease Portion") shall be treated as a well drilled solely on the leased premises, and the acreage retained by said On-Lease Portion of a Unit Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula:  $0.032 \times (L - N) = A$ , where L = the length (in feet) of the horizontal /lateral component of the wellbore from the first Take Point to the last Take Point, N = the length (in feet) of the wellbore between first and last Take Points that fall in a non-perf zone or outside the Lease and/or Pooled Unit, and A = the area retained (in acres), provided that, if A is not divisible by the number 5, A will be rounded up to the next number divisible by 5. (e.g.  $0.032 \times 4500 \text{ feet} = 144 \text{ acres}$ , which rounds up to 145 acres).

*E.g. If 1,000 ft of a 5,000 ft-long Sharing Well is located on leased premises covered by a Lease with a retained acreage provision, then the Sharing Well will be considered to be 1,000 ft long (i.e., the portion located on the relevant leased premises) for purposes of the retained acreage provision and will retain 35 acres ( $1,000' \times 0.032 = 32 \text{ acres}$ , rounded up to 35 acres).*

However, the cumulative area retained (in acres) under the foregoing calculation when applied to multiple Leases may not exceed  $0.032 \times (L - \text{non-perf zones})$

rounded up to the next number divisible by 10.

The acreage retained by a Unit Line Well shall be the On-Lease Portion of the Horizontal Drainhole Area for said well. Furthermore, the depths retained by said On-Lease Portion of a Sharing Well shall be limited to: (1) 300 feet true vertical depth above the shallowest depth reached by the horizontal/lateral component of the wellbore from the first Take Point to the last Take Point inside the Lease and/or Pooled Unit; and (2) 300 feet true vertical depth below the deepest depth reached by the horizontal/lateral component of the wellbore from the first Take Point to the last Take Point inside the Lease and/or Pooled Unit.

8. **Term.** This Agreement will remain in effect for a period of [one (1) year] from the Effective Date and for so long thereafter as a Lease remains in effect as to all or any portion of the lands covered thereby and a Sharing Well is producing in paying quantities, as defined by the respective Lease. If all Sharing Wells fail to produce in paying quantities, this Agreement shall automatically terminate.
9. **Dissolution.** This Agreement may be dissolved by Operator, its heirs, successors or assigns, by an instrument filed for record in the county records where the Sharing Well Properties are situated, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on the Sharing Area or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the Owner and mutually agreed to by the undersigned parties, their successors or assigns.
10. **Cross-conveyance.** Nothing in this Agreement shall be construed as effecting a cross-assignment or cross-conveyance of any interest that is subject to this Agreement.
11. **Existing Production Excluded.** Any wells producing from the Sharing Properties prior to the Effective Date of this Agreement are specifically excluded from the provisions of this Agreement and will be governed by their respective leases, agreements, and units, as applicable.
12. **Counterparts.** The parties may sign this Agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties. The executed counterparts may be combined by Operator into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such instruments will be treated and given effect for all purposes as a single instrument.
13. **Binding Effect.** This Agreement is assignable, in whole or in part, and binds and benefits the parties and their respective successors and assignees.
14. **Memorandum.** Operator may record a memorandum of this Agreement.

(Signature Pages and Exhibits Follow)

OWNER is signing this Agreement on the date stated below, but this Agreement is effective as of the Effective Date.

Date Executed: 2/23/2026

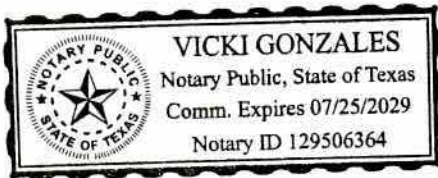
STATE OF TEXAS  
*D. Buckingham*  
DAWN BUCKINGHAM, M.D.  
Commissioner, General Land Office

Approved:  
Cont. *MB*  
MM *DBO*  
OGC *SB*  
DCC *AP*  
CC *999*

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 23 day of Feb., 2026 by Dawn Buckingham, M.D., Commissioner, General Land Office.

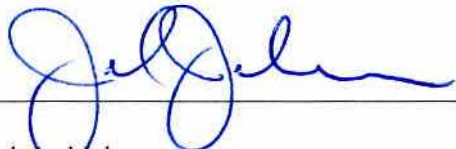


*Vicki Gonzales*  
NOTARY PUBLIC - State of Texas  
My Commission Expires: 07/25/2029

OPERATOR is signing this Agreement on the date stated below, but this Agreement is effective as of the Effective Date.

Date Executed 2/9/2024

WildFire Energy Operating LLC

By:  <sup>RJD</sup>

Printed: Joel Johnson

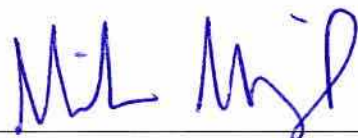
Its: Vice-President, Land

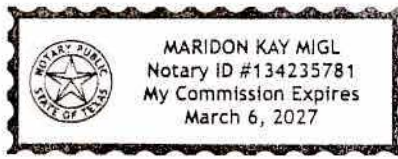
**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on February 9, 2026, by Joel Johnson, as Vice-President, Land of WildFire Energy Operating LLC, a Delaware limited liability company, on behalf of such company.





Notary Public in and for the State of Texas

**EXHIBIT "A"**

Attached to and made a part of that certain Production Sharing Agreement by and between, WildFire Energy Operating LLC, as Operator, and Owner.

(the "Pooled Units")

<b>Unit Name</b>	<b>State Unit Number</b>	<b>Effective Date</b>	<b>Recording</b>	<b>Unitized Depths</b>	<b>State Acreage in Unit</b>	<b>Total Acreage in Unit</b>
Inez Unit	n/a	3/25/2018	Vol. 14613/Pg. 65	Eagle Ford	0	600.00
Lero Unit	n/a	3/25/2018	Vol. 14613/Pg. 72	Eagle Ford	0	600.00
Porterfield A Unit	TBD	1/1/2026		Eagle Ford	3.59	383.82
Zemanek Unit	11359	9/1/2014	Vol. 12283/Pg. 220	Eagle Ford	1.89	438.44

(the "Leases")

<b>Land Type</b>	<b>State Lease Number</b>	<b>Lease Date</b>	<b>Lease Term</b>	<b>Lease Acreage</b>	<b>Depths Held</b>
HROW	TBD	TBD	TBD	3.59	
HROW	MF-95170	11/3/1992	3YR	1.89	All

**EXHIBIT "B"**

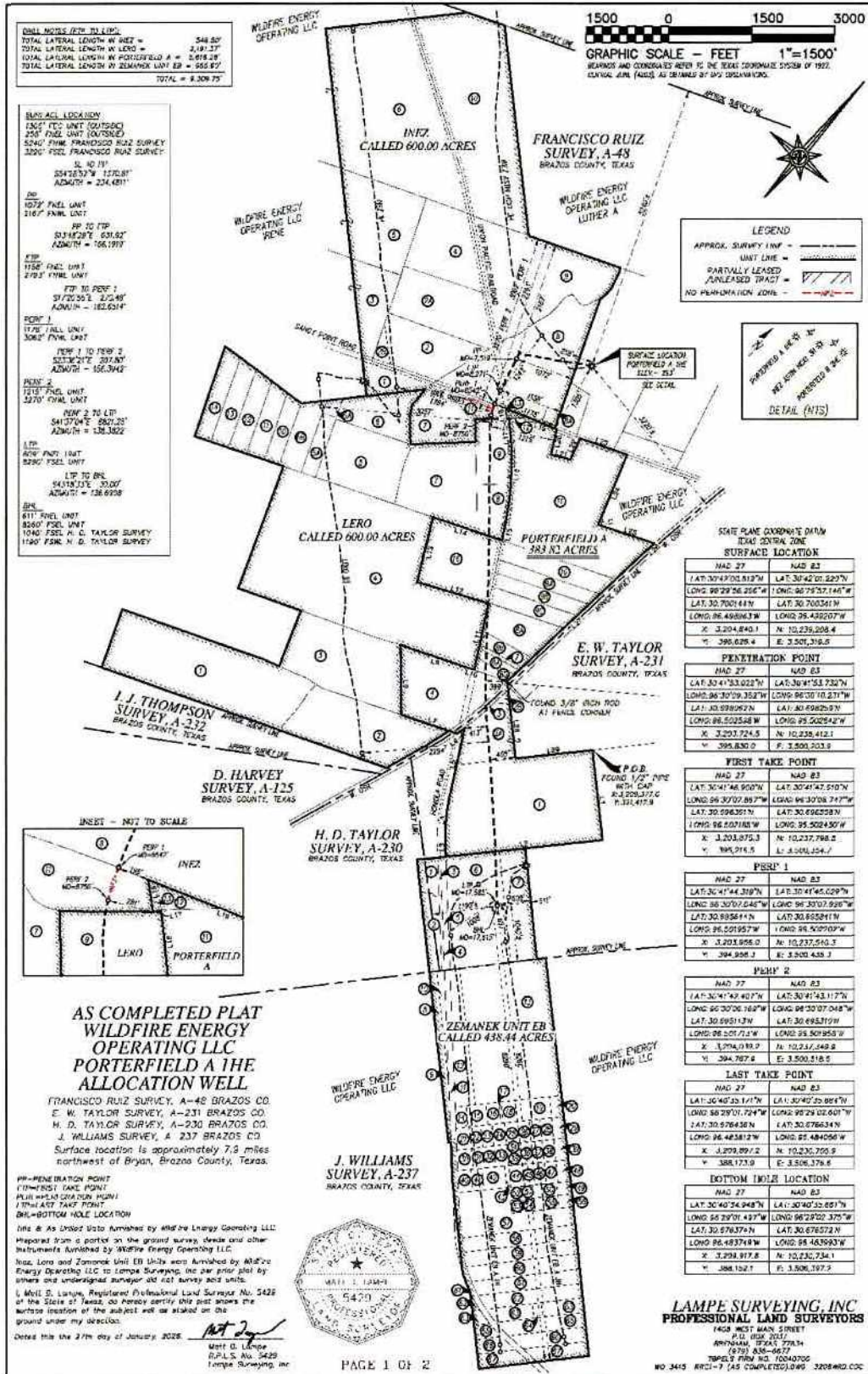
**Attached to and made a part of that certain Production Sharing Agreement by and between, WildFire Energy Operating LLC, as Operator, and Owner.**

(Legal description of the Sharing Well Properties, limited to tracts which may be allocated production from a Sharing Well)

The Porterfield A 1HE having a surface location of 1,305' FEC and 258' FNEL of Inez Unit, and 5,240' FNWL and 3,220' FSEL of the F. Ruiz Survey and a bottom hold location of 611' FNEL and 8,260' FSEL Zemanek Unit, and 1,040' FSEL and 1,190' FSEL of the H. D. Taylor Survey, in the Giddings (Eagleford) Field.

**EXHIBIT "C"**

(Plat of included Leases/Pooled Units/proposed allocation wells)



INEZ			
TRACT	NAME	ACREAGE	VOL/PAGE
1	CLYDE J. PORTERFIELD, ET UX	11.78	115/439
2	INEZ HIGGS LUTHER	29.48	279/340
2A	INEZ HIGGS LUTHER	37.56	279/340
2B	INEZ HIGGS LUTHER	2.88	279/340
3	CLYDE J. PORTERFIELD, ET UX	21.30	115/439
4	MARY J. KOPECKY	34.86	92/365
5	STEPHEN RAY MCMANIS	43.33	279/344
6	CHAMPION REALTY CORPORATION, ET AL	132.24	258/204
7	DORCAS HIGGS HATCOM, ET VIR	21.20	248/429
8	CLYDE J. PORTERFIELD, ET UX	71.18	137/55R
8A	CLYDE J. PORTERFIELD, ET UX	1.81	137/55R
9	CLYDE J. PORTERFIELD, ET UX	73.04	81/222
10	GIFFORD HILL INC., ET AL	110.38	433/290
11	IRENE H. PORTERFIELD, ET AL	7.66	11607/160
TOTAL UNIT		600.00	

LERO			
TRACT	NAME	ACREAGE	VOL/PAGE
1	ROBERT B. INSAULT, JR., ET AL	91.08	125/467
2	AL HABARTA	52.41	212/24
3	LEE J. FAZZINO, ET UX	56.78	224/199
4	GIFFORD HILL & COMPANY, INC.	198.26	410/824
5	ALBINA H. LERO, ET AL	37.07	133/88
5A	ALBINA H. LERO, ET AL	6.97	133/88
6	CLYDE J. PORTERFIELD, ET UX	20.55	115/439
6A	CLYDE J. PORTERFIELD, ET UX	1.82	115/439
6B	CLYDE J. PORTERFIELD, ET UX	12.29	224/275
7	DORCAS HIGGS HATCOM, ET VIR	42.21	248/429
8	MARY J. KOPECKY	10.75	92/365
9	LUCILLE HIGGS WEHRMAN	15.89	279/352
10	SHIRLY ANN STEVENSON EATON, ET VIR	8.23	915/677
11	SHIRLY ANN STEVENSON EATON, ET VIR	10.38	915/677
12	BARBARA L. ANDREW, ET AL	11.15	915/677
13	NELSON SANDLUS, ET AL	12.04	1218/103
14	AMY LEE BRADLEY, ET AL	17.05	915/677
TOTAL UNIT		600.00	

PORTERFIELD A			
TRACT	NAME	ACREAGE	VOL/PAGE
1	VINCE J. LUZA	101.85	199/472
2A	LARRY T. LERO	19.25	1301/244
2B	HESTON D. THOMAS	0.86	3978/76
3	STATE OF TEXAS	9.59	
4	LEE J. FAZZINO	40.98	224/199
5	OMIT		
EA	LEONARD LUZE, ET AL	2.82	1920/25
EB	FLOU BARTKOWIAK, JR., ET AL	2.87	18285/175
7	ROBERT HENRY SEALE	1.19	718/128
8A	FRANCISCO HILBURN, JR., ET AL	17.28	3978/256
8B	JEFFREY RIDDLE, ET AL	5.30	1578/32
8C	RYAN SKINNER, ET AL	10.27	8821/27
9A	THOMAS ODESKL, ET AL	10.30	12204/295
9B	IAN ET SUE ROBINSON, ET AL	10.30	11240/110
9C	THOMAS T. WALTON, JR.	16.23	482/110
10	K. MARVIN ADAMS	104.05	1493/205
12	IRENE H. PORTERFIELD	0.66	11607/160
13	IRENE H. PORTERFIELD	0.21	11607/160
14	OMIT		
16	GIFFORD HILL & COMPANY, INC.	35.78	410/824
TOTAL UNIT		383.82	

PORTERFIELD A UNIT BOUNDARY CALLS			
Course	Bearing	Distance	
L1	S47°09'27"E	1838.44'	
L2	S43°03'16"W	2848.51'	
L3	N43°00'06"W	317.93'	
L4	Rad: 2815.35'	Arc: 700.50'	
	Chd: N35°52'26"W	698.69'	
L5	N28°44'45"W	1341.21'	
L6	S13°23'36"W	163.42'	
L7	S67°02'06"W	1391.88'	
L8	N41°40'39"W	1263.03'	
L9	N67°09'09"E	1355.79'	
L10	N67°40'16"E	50.52'	
L11	N28°41'08"W	1250.54'	
L12	S65°39'29"W	1342.29'	
L13	N27°14'33"W	1169.73'	
L14	N67°45'47"E	1216.52'	
L15	N28°41'08"W	212.95'	
L16	Rad: 6776.05'	Arc: 1693.03'	
	Chd: N38°34'13"W	1963.15'	
L17	S39°49'17"W	50.52'	
L18	Rad: 6726.05'	Arc: 168.09'	
	Chd: N49°25'52"W	188.09'	
L19	N20°59'57"E	1019.57'	
L20	S28°44'33"E	458.72'	
L21	N63°30'27"E	352.78'	
L22	N15°44'33"W	422.29'	
L23	N68°07'51"E	699.29'	
L24	S18°19'13"E	1359.62'	
L25	N07°28'13"E	1068.30'	
L26	Rad: 6769.55'	Arc: 165.14'	
	Chd: S06°43'03"W	185.14'	
L27	S05°59'05"W	3454.05'	
L28	S47°03'05"E	1403.15'	
L29	N42°58'55"E	1400.67'	

ZEMANEK UNIT EB			
TRACT	NAME	ACREAGE	VOL/PAGE
1	BESSIE HILL	5.17	2152/287
2	SYLVIA H. HOLMES, ET VIR	9.21	1182/840
3	THE STATE OF TEXAS	0.63	1856/797
4	THE STATE OF TEXAS	1.26	1056/297
5	MISSOURI PACIFIC RAILROAD COMPANY	4.69	1623/343
6	GEROME & ANN ZUBIK	47.97	2152/283
7	ANTHONY F. ZEMANEK, ET AL	21.94	9814/279, 9814/273, 9814/276
8	GEORGE W. NASH, ET UX	3.04	1345/110
9	BESSIE HILL	4.98	2152/287
10	DARBY C. BALASKO, ET AL	3.46	1167/367, 86/586, 1167/371, 1167/375
11	MISSOURI PACIFIC RAILROAD COMPANY	15.78	1623/343
12	DARBY C. BALASKO, ET AL	14.78	1167/367, 86/586, 1167/371, 1167/375
13	DARBY C. BALASKO, ET AL	90.35	1167/371, 1167/375
14	CHARLES RAMIREZ	1.76	1502/299
15	WALLACE B. DREWS, ET UX	3.25	1518/93
16	DONALD R. REGMUND, ET UX	2.14	1503/201
17	NONIE F. McDONALD	0.35	1263/171
18	JASPER B. MCILWAIN, ET UX	2.31	1507/177
19	GLEN HUFF, ET UX	5.61	1523/279
20	LAWRENCE J. REGMUND, ET UX	2.18	1502/203
21	CHARLES W. HALL, JR., ET AL	2.19	1708/242, 1523/278, 1523/237
22	DANNY F. HILTON	1.84	1676/121
23	LINDA KAY BRANCH	1.84	1622/227
24	LOWELL B. CLEMENTS, ET UX	2.27	1496/173
25	BILLY DEAN EVANS, ET UX	2.09	1502/259
26	NONIE F. McDONALD	1.87	1263/171
27	MARY ALICE SANCHEZ	1.87	1617/70
28	DONALD R. CROCKER, ET UX	1.87	1555/273
29	TERRY F. KELLAR	2.17	1518/99
30	CHARLES V. BARAK, ET UX	2.41	1502/148
31	JOSEPH DANIEL ONDRASEK, ET UX	1.84	1502/293
32	JEFFERY W. RILEY, ET UX	1.84	1607/265
33	ROBERT S. PRESSLEY, ET UX	2.27	1623/289
34	FEDRO REYNA, ET UX	0.56	1518/101
35	BRANCE NEMEC	1.53	1607/187
36	RICKY J. SEGERT, ET UX	1.87	1502/287
37	NONIE F. McDONALD, A WIDOW	1.87	1263/171
38	MATTHEW WADE REGMUND, ET AL	1.87	1676/24, 1139/271, 1889/152, 1679/89
39	DUWARD FAMS WORTH	2.16	1502/163
40	CLIFTON PEGUES, ET UX	2.22	1502/197
41	NORMA E. FORRES	1.86	1518/105
42	HENRY L. WELLS, ET UX	3.74	1501/212
43	NONIE F. McDONALD	0.58	1263/171
44	STEVE NEMEC, ET UX	2.09	1523/289, 1503/290
45	MICHAEL C. HENLEY, ET AL	1.87	1501/165, 1651/279, 1715/129
46	WILLIAM H. TAYLOR, ET UX	1.87	1518/103
47	AUTHUR HUFF, JR.	1.87	1581/219
48	STEVE NEMEC, ET UX	2.15	1523/285, 1501/190
49	NONIE F. McDONALD	1.31	1263/171
50	RICKIE MCGOUGH, ET UX	2.30	1501/175
51	IGNA HYVA	1.15	1518/91
52	MELVIN MATTHEWS, ET UX	1.02	1523/332
53	JAMES A. DOYLE, ET UX	1.15	1596/8
54	JAMES A. DOYLE, ET UX, NONIE F. McDONALD	1.15	1596/8, 1263/171
55	NONIE F. McDONALD	2.30	1263/171
56	LESTER E. PERRY, ET UX	1.31	1657/259
57	NONIE F. McDONALD, A WIDOW	25.75	1263/171
58	LOTTIE MAE GRAHAM, ET VIR	12.35	1241/188
59	AVANELL C. DOOLEY, ET AL	12.67	9683/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46, 1527/189, 1535/274
60	AVANELL C. DOOLEY, ET AL	12.15	9683/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
61	AVANELL C. DOOLEY, ET AL	11.71	9683/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
62	ESTATE OF KATHERINE G. CAHILL, ET AL	11.54	1244/40
63	PAULINE CAHILL, ET AL	10.48	1242/537
64	HARVEY P. WISE, ET UX	1.00	1251/789
65	DARBY CAHILL FORD, ET AL	11.62	1523/306, 1523/310, 1523/308, 1535/272
66	ELLA CAHILL MEXIA	11.36	1239/267
67	ROMAN CATHOLIC CHURCH	11.34	1322/133
TOTAL UNIT		438.44	

JANUARY 27, 2026  
**AS COMPLETED PLAT  
 WILDFIRE ENERGY  
 OPERATING LLC  
 PORTERFIELD A IHE  
 ALLOCATION WELL**

FRANCISCO RUIZ SURVEY, A-48 BRAZOS CO.  
 E. W. TAYLOR SURVEY, A-231 BRAZOS CO.  
 H. D. TAYLOR SURVEY, A-230 BRAZOS CO.  
 J. WILLIAMS SURVEY, A-237 BRAZOS CO.  
 Surface location is approximately 7.9 miles  
 northwest of Bryan, Brazos County, Texas.

**LAMPE SURVEYING, INC.**  
**PROFESSIONAL LAND SURVEYORS**  
 1408 WEST MAIN STREET  
 P.O. BOX 2037  
 BRENNHAM, TEXAS 77834  
 (979) 236-6377  
 TBPELS FIRM NO. 10040700  
 WD 3415 RRC1-7 (AS COMPLETED).DWG 3208WRO.DOC

### Certificate Of Completion

Envelope Id: 930D144C-B1F5-4C49-85CA-6F1EC832F05D	Status: Completed
Subject: Energy Resources: 2 HROW PSAs Wild fire Units 11359 & 15007, and Unit 15006	
Source Envelope:	
Document Pages: 34	Signatures: 0
Certificate Pages: 2	Initials: 8
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lindy Vasquez-Gordineer
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	Lindy.Vasquez-Gordineer@glo.texas.gov
	IP Address: 2605:a601:a0d8:

### Record Tracking

Status: Original	Holder: Lindy Vasquez-Gordineer	Location: DocuSign
2/20/2026 7:00:33 AM	Lindy.Vasquez-Gordineer@glo.texas.gov	

### Signer Events

Dustin Oslick  
dustin.oslick@glo.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

### Signature

Signature Adoption: Drawn on Device  
Using IP Address: 2a02:26f7:d161:886e:0:4000:0:1  
Signed using mobile

### Timestamp

Sent: 2/20/2026 7:06:16 AM  
Viewed: 2/20/2026 9:44:23 AM  
Signed: 2/20/2026 9:45:23 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Scott Owen  
Scott.Owen@glo.texas.gov  
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.12.49

Sent: 2/20/2026 7:06:17 AM  
Viewed: 2/20/2026 8:18:18 AM  
Signed: 2/20/2026 8:18:28 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Adrian Piloto  
adrian.piloto@glo.texas.gov  
Senior Deputy Director  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 136.226.18.80

Sent: 2/20/2026 9:45:24 AM  
Viewed: 2/20/2026 9:46:26 AM  
Signed: 2/20/2026 9:46:45 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Jennifer G. Jones  
jennifer.jones@glo.texas.gov  
Chief Clerk  
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 204.65.210.209

Sent: 2/20/2026 9:46:46 AM  
Viewed: 2/20/2026 11:04:18 AM  
Signed: 2/20/2026 11:04:56 AM

**Electronic Record and Signature Disclosure:**  
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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Conroy Swan Conroy.Swan@glo.texas.gov Director, SEMP Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/20/2026 7:06:15 AM
Mary Barnstone mary.barnstone@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/20/2026 7:06:15 AM Viewed: 2/20/2026 11:22:12 AM
Mary Barnstone mary.barnstone@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 2/20/2026 11:04:57 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/20/2026 7:06:15 AM
Certified Delivered	Security Checked	2/20/2026 11:04:18 AM
Signing Complete	Security Checked	2/20/2026 11:04:56 AM
Completed	Security Checked	2/20/2026 11:04:57 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

24

File No. MF095170

Brazos County

PSA for Units 11359 & 15007

Date Filed: 5/13/26 Porterfield

Commissioner Dawn Buckingham, M.D.

By: MB Barnstey

AHE



**Information for processing an Internal Non-Unit Transaction (iNut)**  
*Length of Lateral*

**iNut No. 15019**

**GENERAL INFORMATION**

Name of Well: Porterfield A 1HE (alloc) API # 42-041-32680  
 Name of Operator: Wildfire Energy Operating, LLC RRC # 03-28258  
 Operator Contact Person: Megan Pena Phone: 832-558-0089  
 County: Brazos

**ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON LENGTH OF LATERAL**

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	11359/MF095170	9,309.75	955.60	0.00107768	0.25000000	0.00044247	0.00011062
HROW	15007/MF122368	9,309.75	5,616.28	0.00233834	0.25000000	0.00564259	0.00141065
<b>Totals:</b>						<b>0.00608506</b>	<b>0.00152127</b>
<b>Effective Date:</b> <u>9/24/2025</u>							<b>State Net Royalty Revenue in Well</b>

**Name of Production Sharing Agreement, if any:**

Comments: iNut traverses HROW Units 11359 & 15007. Well spud 9/24/2025. First production 1/2026. Allocation based on productive lateral length. PSA and final, as-drilled plat received 2/12/2026.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB  
 RAM approval by: VP GIS updated by: \_\_\_\_\_

**DO NOT DESTROY**

**Texas General Land Office**

**UNIT AGREEMENT MEMO**

INU260001



**Unit Number** 15019  
**Operator Name** Wildfire Energy Operating LLC **Effective Date** 09/24/2025  
**Customer ID** C000087797 **Unitized For** Oil And Gas  
**Unit Name** Porterfield A 1HE (alloc) **Unit Term**  
**County 1** Brazos **RRC District 1** 03 **Old Unit Number** **Inactive Status Date**  
**County 2** **RRC District 2**  
**County 3** **RRC District 3**  
**County 4** **RRC District 4**  
**Unit type** iNut  
**State Net Revenue Interest** Oil 0.00152127  
**State Part in Unit** 0.00608506  
**Unit Depth** Specified Depths **Well**  
**From Depth** **Formation** Base of Austin Chalk to Top of Buda  
**To Depth** **Participation Basis** Length of Lateral  
**If Exclusions Apply: See Remarks**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF095170		0.000000	0.000000	0.00044247	O/G	0.25000000	0.00011062	No
MF122368		0.000000	0.000000	0.00564259	O/G	0.25000000	0.00141065	No

**API Number**  
 4204132680

**Remarks:**

iNut traverses HROW Units 11359 & 15007. Well spud 9/24/2025. First production 1/2026. Allocation based on productive lateral length. PSA and final, as-drilled plat received 2/12/2026.

**Prepared By:** MB  
**GLO Base Updated By:** MB  
**RAM Approval By:** VO  
**GIS By:** \_\_\_\_\_  
**Well Inventory By:** MB

**Prepared Date:** 3/2/26  
**GLO Base Date:** 3/2/26  
**RAM Approval Date:** 3/2/26  
**GIS Date:** \_\_\_\_\_  
**WI Date:** 3/2/26

**Correct Unit**



RE: [EXTERNAL] GLO NRI Calculations

**11359 acreage**

From Maridon Migl <mmigl@wildfire-energy.com>  
 Date Tue 2/24/2026 2:01 PM  
 To Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>

**update  
 Nut 15019**

Mary Beth,

For the Porterfield, the Zemanek unit seems to be what differs here. We have on our decks as 0.00107769 as the NRI. After reviewing the UAM for the Zemanek, there seems to be a discrepancy in the total acreage in the unit. Please see the below information for our calculation:

Zemanek Unit Calculation						
Lease Number	Tract No.	Lease Acres In Unit	Total Unit Acres	Tract Participation	Lease Royalty	NRI of Lease In Unit
MF095170	3	0.6300	438.4400	0.00143691	0.25000000	0.00035923
MF095170	4	1.2600	438.4400	0.00287383	0.25000000	0.00071846
<b>Totals</b>		<b>1.8900</b>				<b>0.00107769</b>

In regards to the Mercury unit, our NRI calculations are the same. After reviewing, the total lateral length might be the issue here, please see the calculations here:

Mercury A 1HE Allocation		
Unit	Productive Lateral length	Allocation Factor
Mercury Unit	10,042.21	0.96056523
College Station A Unit	412.27	0.03943477
	<b>10,454.4800</b>	<b>1.00000000</b>

GLO's Allocated NRI in the Mercury A 1HE						
Lease Number	Unit	NRI of Lease In Unit		Allocation Factor		Allocated NRI of Lease
TBD	Mercury Unit	0.00392980	x	0.96056523	=	0.00377483
N/A	College Station A Unit	0.00000000	x	0.03943477	=	0.00000000
<b>Totals</b>		<b>0.00392980</b>		<b>1.00000000</b>		<b>0.00377483</b>

I hope this clears anything up. Please let me know if you need anything from my end. Thanks,

**Maridon Migl**  
 Land Technician

**WildFire Energy LLC**  
 920 Memorial City Way, Ste 1400  
 Houston, TX 77024  
[mmigl@wildfire-energy.com](mailto:mmigl@wildfire-energy.com)



**From:** Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>  
**Sent:** Tuesday, February 24, 2026 12:16 PM  
**To:** Maridon Migl <mmigl@wildfire-energy.com>  
**Subject:** Re: [EXTERNAL] GLO NRI Calculations

Good morning, Maridon.

I have attached my worksheet which has the same lateral lengths you sent me.

If I had to guess, the discrepancy must be in the underlying unit NRIs.

We show:

0.00233834 for the Porterfield Unit

0.00107306 for the Zamanek Unit

0.00392980 for the Mercury Unit

Can you take a look at what you have for Unit NRIs?

Thank you,

Mary Beth



## Mary Beth Barnstone

Minerals Specialist III, Landman  
Energy Resources  
Texas General Land Office  
Commissioner Dawn Buckingham, M.D.  
Office: (512) 463-6818



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**From:** Maridon Migl <mmigl@wildfire-energy.com>  
**Sent:** Tuesday, February 24, 2026 12:02 PM

To: Mary Barnstone <[Mary.Barnstone@GLO.TEXAS.GOV](mailto:Mary.Barnstone@GLO.TEXAS.GOV)>

Subject: [EXTERNAL] GLO NRI Calculations

Good afternoon Mary Beth!

We have received the UAM's for the Brazos county wells that I submitted to you. In regards to the Mercury and Porterfield A units, there seems to be differing calculations for the states NRI and I was wondering if we could get that cleared up and see what was maybe missed on either end.

Wildfire has the below NRI calculation:

Mercury = 0.00377483

Porterfield A = 0.00152127

GLO UAM has these as the NRI:

Mercury = 0.00385557

Porterfield A = 0.00152079

Any clarity to the situation would be super helpful. Let me know! Thanks,

**Maridon Migl**

Land Technician

**WildFire Energy LLC**

920 Memorial City Way, Ste 1400

Houston, TX 77024

[mmigl@wildfire-energy.com](mailto:mmigl@wildfire-energy.com)





**DO NOT DESTROY**



**Texas General Land Office  
UNIT AGREEMENT MEMO**

INUT260001

**Unit Number** 15019  
**Operator Name** Wildfire Energy Operating LLC  
**Customer ID** C000087797  
**Unit Name** Porterfield A 1HE (alloc)  
**County 1** Brazos **RRC District 1** 03  
**County 2** **RRC District 2**  
**County 3** **RRC District 3**  
**County 4** **RRC District 4**  
**Unit type** iNut  
**State Net Revenue Interest** Oil 0.00152079  
**State Part in Unit** 0.00608317  
**Unit Depth** Specified Depths  
**From Depth** **Well**  
**To Depth** **Formation** Base of Austin Chalk to Top of Buda  
**Participation Basis** Length of Lateral  
**If Exclusions Apply:** See Remarks

**Effective Date** 09/24/2025  
**Unitized For** Oil And Gas  
**Unit Term**  
**Old Unit Number** **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF095170		0.000000	0.000000	0.00044058	O/G	0.25000000	0.00011014	No
MF122368		0.000000	0.000000	0.00564259	O/G	0.25000000	0.00141065	No
<b>API Number</b>								
4204132680								

**Remarks:**

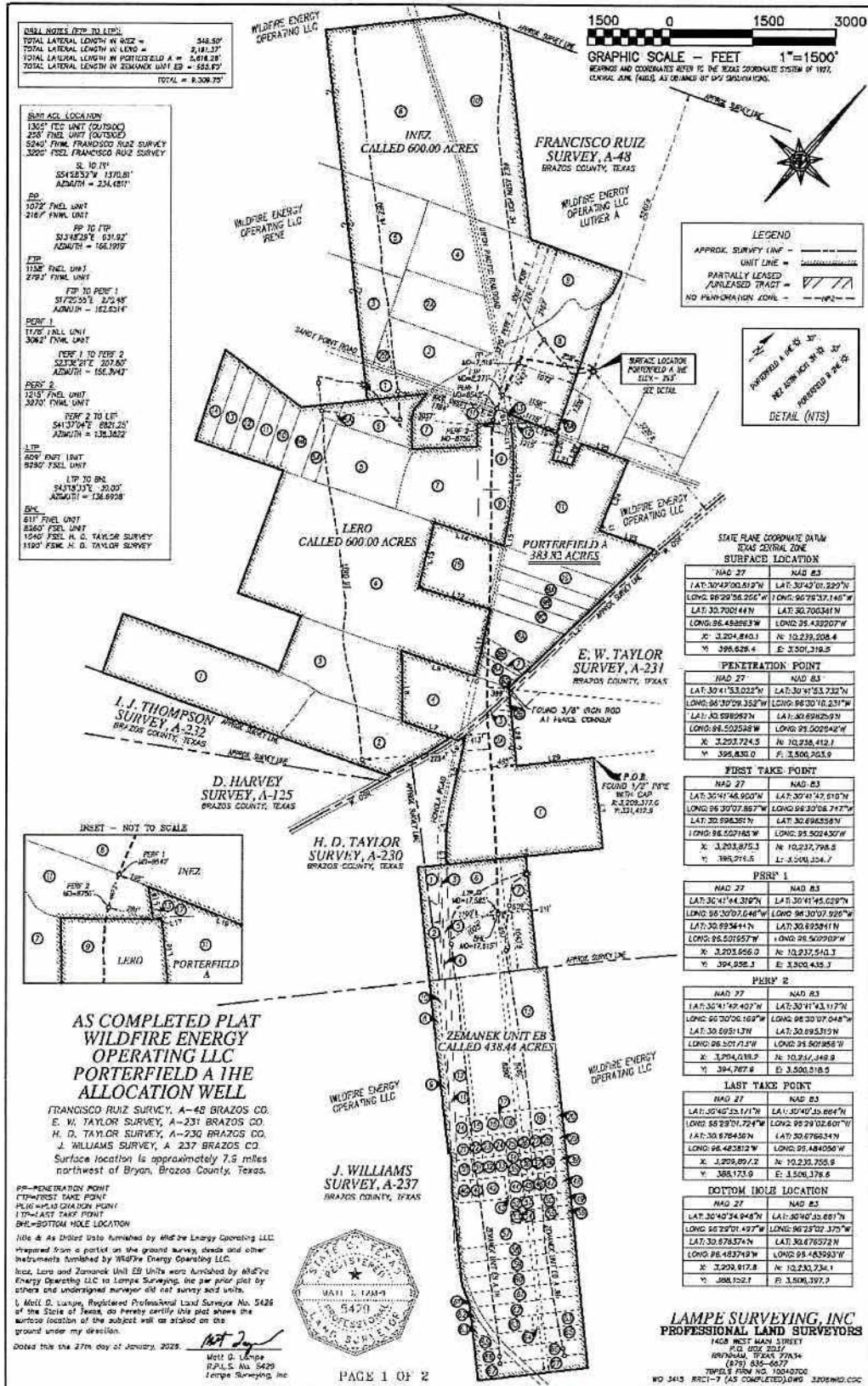
iNut traverses HROW Units 11359 & 15007. Well spud 9/24/2025. First production 1/2026. Allocation based on productive lateral length. PSA and final, as-drilled plat received 2/12/2026.

**Prepared By:** \_\_\_\_\_  
**GLO Base Updated By:** \_\_\_\_\_  
**RAM Approval By:** \_\_\_\_\_  
**GIS By:** \_\_\_\_\_  
**Well Inventory By:** \_\_\_\_\_

**Prepared Date:** \_\_\_\_\_  
**GLO Base Date:** \_\_\_\_\_  
**RAM Approval Date:** \_\_\_\_\_  
**GIS Date:** \_\_\_\_\_  
**WI Date:** \_\_\_\_\_

**EXHIBIT "C"**

(Plat of included Leases/Pooled Units/proposed allocation wells)



DETAILED NOTES (REF. TO LEGEND):  
 TOTAL LATERAL LENGTH IN RESERVOIR = 548.50'  
 TOTAL LATERAL LENGTH IN LERO = 2,181.37'  
 TOTAL LATERAL LENGTH IN PORTERFIELD A = 5,674.28'  
 TOTAL LATERAL LENGTH IN ZEMANEK UNIT EB = 552.87'  
 TOTAL = 8,306.99'

**SURFACE LOCATION**  
 1305' FUEL UNIT (OUTSIDE)  
 225' FUEL UNIT (OUTSIDE)  
 5240' FUEL FRANCISCO RUIZ SURVEY  
 3200' FUEL FRANCISCO RUIZ SURVEY  
 S. 10 1/4"  
 S84°28'32"W 1170.81'  
 ADJUSTED = 234,451'

**NO**  
 1072' FUEL UNIT  
 2167' FUEL UNIT  
 RP TO FIP  
 S23°42'22"E 1281.92'  
 ADJUSTED = 166,199'

**FIP**  
 1132' FUEL UNIT  
 2787' FUEL UNIT  
 FIP TO PERM 1  
 S17°20'55"E 2,724.9'  
 ADJUSTED = 162,624'

**PERM 1**  
 1176' FUEL UNIT  
 3062' FUEL UNIT  
 PERM 1 TO PERM 2  
 S23°42'22"E 207.80'  
 ADJUSTED = 156,942'

**PERM 2**  
 1245' FUEL UNIT  
 3270' FUEL UNIT  
 PERM 2 TO LIT  
 S41°37'04"E 8521.25'  
 ADJUSTED = 138,382'

**LIT**  
 609' FUEL UNIT  
 9280' FUEL UNIT  
 LIT TO BR  
 S41°37'04"E 35.00'  
 ADJUSTED = 138,699'

**BR**  
 611' FUEL UNIT  
 8360' FUEL UNIT  
 1540' FUEL H. D. TAYLOR SURVEY  
 1190' FUEL H. D. TAYLOR SURVEY

1500 0 1500 3000  
 GRAPHIC SCALE - FEET 1"=1500'  
 BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1977.  
 CENTRAL ZONE (NAD 83) AS OBTAINED BY GPS OBSERVATIONS.

**LEGEND**  
 APPROX. SURVEY LINE - - - - -  
 UNIT LINE - - - - -  
 PARTIALLY LEASED / UNLEASED TRACT - - - - -  
 NO PEN-LEASE HOLD - - - - -

22  
 INFORMATION A DE W. 30'  
 PERM 2 SURFACE UNIT A-48  
 INFORMATION A DE W. 30'  
 PERM 2 SURFACE UNIT A-48  
 DETAIL (NTS)

**SURFACE LOCATION**

NAD 27		NAD 83	
LAT: 30°41'53.022"N	LAT: 30°41'53.732"N	LONG: 96°30'29.352"W	LONG: 96°30'16.231"W
LAT: 30°40'00.619"N	LAT: 30°40'01.229"N	LAT: 30°40'00.619"N	LAT: 30°40'00.619"N
LONG: 96°30'29.352"W	LONG: 96°30'16.231"W	LAT: 30°40'00.619"N	LAT: 30°40'00.619"N
LAT: 30°40'00.619"N	LAT: 30°40'00.619"N	LONG: 96°30'29.352"W	LONG: 96°30'16.231"W
LONG: 96°30'29.352"W	LONG: 96°30'16.231"W	X: 3,204,810.4	N: 10,239,208.4
		Y: 398,628.4	E: 3,501,218.5

**PENETRATION POINT**

NAD 27		NAD 83	
LAT: 30°41'53.022"N	LAT: 30°41'53.732"N	LONG: 96°30'29.352"W	LONG: 96°30'16.231"W
LAT: 30°41'53.022"N	LAT: 30°41'53.732"N	LAT: 30°41'53.022"N	LAT: 30°41'53.022"N
LONG: 96°30'29.352"W	LONG: 96°30'16.231"W	LONG: 96°30'29.352"W	LONG: 96°30'16.231"W
LAT: 30°41'53.022"N	LAT: 30°41'53.022"N	LONG: 96°30'29.352"W	LONG: 96°30'16.231"W
LONG: 96°30'29.352"W	LONG: 96°30'16.231"W	X: 3,203,724.5	N: 10,238,412.1
		Y: 398,630.0	E: 3,500,703.9

**FIRST TAKE POINT**

NAD 27		NAD 83	
LAT: 30°41'54.800"N	LAT: 30°41'55.610"N	LONG: 96°30'29.887"W	LONG: 96°30'16.747"W
LAT: 30°41'54.800"N	LAT: 30°41'55.610"N	LAT: 30°41'54.800"N	LAT: 30°41'54.800"N
LONG: 96°30'29.887"W	LONG: 96°30'16.747"W	LAT: 30°41'54.800"N	LAT: 30°41'54.800"N
LAT: 30°41'54.800"N	LAT: 30°41'54.800"N	LONG: 96°30'29.887"W	LONG: 96°30'16.747"W
LONG: 96°30'29.887"W	LONG: 96°30'16.747"W	X: 3,203,876.3	N: 10,237,794.5
		Y: 398,711.5	E: 3,500,124.7

**PERM 1**

NAD 27		NAD 83	
LAT: 30°41'54.316"N	LAT: 30°41'55.026"N	LONG: 96°30'29.646"W	LONG: 96°30'16.526"W
LAT: 30°41'54.316"N	LAT: 30°41'55.026"N	LAT: 30°41'54.316"N	LAT: 30°41'54.316"N
LONG: 96°30'29.646"W	LONG: 96°30'16.526"W	LAT: 30°41'54.316"N	LAT: 30°41'54.316"N
LAT: 30°41'54.316"N	LAT: 30°41'54.316"N	LONG: 96°30'29.646"W	LONG: 96°30'16.526"W
LONG: 96°30'29.646"W	LONG: 96°30'16.526"W	X: 3,203,656.0	N: 10,237,510.3
		Y: 394,858.3	E: 3,500,435.3

**PERM 2**

NAD 27		NAD 83	
LAT: 30°41'49.407"N	LAT: 30°41'43.117"N	LONG: 96°30'06.169"W	LONG: 96°30'07.048"W
LAT: 30°41'49.407"N	LAT: 30°41'43.117"N	LAT: 30°41'49.407"N	LAT: 30°41'49.407"N
LONG: 96°30'06.169"W	LONG: 96°30'07.048"W	LAT: 30°41'49.407"N	LAT: 30°41'49.407"N
LAT: 30°41'49.407"N	LAT: 30°41'49.407"N	LONG: 96°30'06.169"W	LONG: 96°30'07.048"W
LONG: 96°30'06.169"W	LONG: 96°30'07.048"W	X: 3,204,018.2	N: 10,231,442.9
		Y: 394,767.6	E: 3,500,518.5

**LAST TAKE POINT**

NAD 27		NAD 83	
LAT: 30°40'23.117"N	LAT: 30°40'23.887"N	LONG: 96°30'07.724"W	LONG: 96°30'02.607"W
LAT: 30°40'23.117"N	LAT: 30°40'23.887"N	LAT: 30°40'23.117"N	LAT: 30°40'23.117"N
LONG: 96°30'07.724"W	LONG: 96°30'02.607"W	LAT: 30°40'23.117"N	LAT: 30°40'23.117"N
LAT: 30°40'23.117"N	LAT: 30°40'23.117"N	LONG: 96°30'07.724"W	LONG: 96°30'02.607"W
LONG: 96°30'07.724"W	LONG: 96°30'02.607"W	X: 3,203,897.3	N: 10,235,206.6
		Y: 388,173.0	E: 3,500,378.6

**BOTTOM HOLE LOCATION**

NAD 27		NAD 83	
LAT: 30°40'24.848"N	LAT: 30°40'25.618"N	LONG: 96°30'07.497"W	LONG: 96°30'02.378"W
LAT: 30°40'24.848"N	LAT: 30°40'25.618"N	LAT: 30°40'24.848"N	LAT: 30°40'24.848"N
LONG: 96°30'07.497"W	LONG: 96°30'02.378"W	LAT: 30°40'24.848"N	LAT: 30°40'24.848"N
LAT: 30°40'24.848"N	LAT: 30°40'24.848"N	LONG: 96°30'07.497"W	LONG: 96°30'02.378"W
LONG: 96°30'07.497"W	LONG: 96°30'02.378"W	X: 3,203,812.8	N: 10,231,234.1
		Y: 388,152.1	E: 3,500,397.7

**AS COMPLETED PLAT**  
**WILDFIRE ENERGY**  
**OPERATING LLC**  
**PORTERFIELD A IHE**  
**ALLOCATION WELL**  
 FRANCISCO RUIZ SURVEY, A-48 BRAZOS CO.  
 E. W. TAYLOR SURVEY, A-231 BRAZOS CO.  
 H. D. TAYLOR SURVEY, A-230 BRAZOS CO.  
 J. WILLIAMS SURVEY, A-237 BRAZOS CO.  
 Surface location is approximately 7.5 miles northwest of Bryan, Brazos County, Texas.

PP-PENETRATION POINT  
 FIP-FIRST TAKE POINT  
 PLIO-PLUG LOSS CHAMBER POINT  
 LIT-LAST TAKE POINT  
 BR-BOTTOM HOLE LOCATION

Note: As Shaded Units furnished by Wildfire Energy Operating LLC. Viewed from a point on the ground survey, deeds and other instruments furnished by Wildfire Energy Operating LLC.

Note: Leroy and Zemanek Unit EB Units were furnished by Wildfire Energy Operating LLC to Lampe Surveying, Inc. per prior plat by others and undersigned surveyor of last survey and units.

Matt G. Lampe, Registered Professional Land Surveyor No. 5428 of the State of Texas, do hereby certify this plat shows the surface location of the subject well as stated on the ground under my direction.

Dated this the 27th day of January, 2023.

Matt G. Lampe  
 R.P.L.S. No. 5428  
 Lampe Surveying, Inc.



**LAMPE SURVEYING, INC.**  
**PROFESSIONAL LAND SURVEYORS**  
 1408 WEST MAIN STREET  
 SUITE 052  
 BRYAN, TEXAS 77804  
 (817) 836-6077  
 TEXAS REG. NO. 10040700  
 WD 3413 BRCT-7 (AS COMPLETED) 3/28/2023

INEZ			
TRACT	NAME	ACREAGE	VOL/PAGE
1	CLYDE J. PORTERFIELD, ET UX	11.28	115/499
2	INEZ HIGGS LUTHER	29.48	279/740
2A	INEZ HIGGS LUTHER	37.56	279/740
2B	INEZ HIGGS LUTHER	2.88	279/740
3	CLYDE J. PORTERFIELD, ET UX	21.30	115/499
4	MARY J. KOPECKY	34.86	92/380
5	STEPHEN RAY McLAMM	43.33	279/744
6	CHAMPION REALTY CORPORATION, ET AL	133.14	259/209
7	DOORCAS HIGGS HALTOM, ET VIR	21.30	248/429
8	CLYDE J. PORTERFIELD, ET UX	72.18	137/558
8A	CLYDE J. PORTERFIELD, ET UX	1.81	137/558
9	CLYDE J. PORTERFIELD, ET UX	73.64	81/222
10	GIFFORD HILL, INC., ET AL	110.28	433/390
11	IRENE H. PORTERFIELD, ET AL	7.66	11607/260
TOTAL UNIT		600.00	

LERO			
TRACT	NAME	ACREAGE	VOL/PAGE
1	ROBERT B. INSALL, JR., ET AL	91.68	125/607
2	AL HABARTA	52.41	212/24
3	LEE J. FAZZINO, ET UX	56.78	274/199
4	GIFFORD HILL & COMPANY, INC.	198.26	410/824
5	ALBINA H. LERO, ET AL	37.07	133/88
5A	ALBINA H. LERO, ET AL	6.97	133/88
6	CLYDE J. PORTERFIELD, ET UX	20.55	115/499
6A	CLYDE J. PORTERFIELD, ET UX	1.82	115/499
6B	CLYDE J. PORTERFIELD, ET UX	12.29	224/225
7	DOORCAS HIGGS HALTOM, ET VIR	42.27	248/429
8	MARY J. KOPECKY	10.76	92/360
9	LUCILLE HIGGS WEHRMAN	15.89	279/557
10	SHIRLY ANN STEVENSON EATON, ET VIR	8.23	915/677
11	SHIRLY ANN STEVENSON EATON, ET VIR	10.38	915/677
12	BARBARA J. ANDREW, ET AL	11.15	915/677
13	NELSON SANDERS, ET AL	12.04	1218/200
14	AMY LEE BRADLEY, ET AL	12.05	915/677
TOTAL UNIT		600.00	

PORTERFIELD A			
TRACT	NAME	ACREAGE	VOL/PAGE
1	VINCE J. LUZA	101.85	199/472
2A	LARRY T. LERO	19.25	1301/244
2B	HESTON D. THOMAS	0.86	397/876
3	STATE OF TEXAS	3.59	
4	LEE J. FAZZINO	40.98	224/199
5	DMIT		
6A	LEONARD LUCE, ET AL	2.82	192/0/55
6B	FELIX BARTKOWIAK, JR., ET AL	2.87	18285/175
7	ROBERT HENRY SEALE	1.19	718/123
8A	FRANCISCO HILFURN, JR., ET AL	17.28	3978/256
8B	JEFFERY RIDDLE, ET AL	5.30	1578/32
9A	RYAN SKINNER, ET AL	10.27	8821/27
9B	THOMAS ODESSI, ET AL	10.30	12704/295
9C	IANET SUE ROBINSON, ET AL	10.33	11240/110
10	THOMAS T. WALTON, JR.	16.23	482/210
11	K. MARVIN ADAMS	104.05	1493/205
12	IRENE H. PORTERFIELD	0.66	137/558
13	IRENE H. PORTERFIELD	0.21	11607/260
14	DMIT		
15	DMIT		
16	GIFFORD HILL & COMPANY, INC.	35.78	410/824
TOTAL UNIT		383.82	

PORTERFIELD A  
UNIT BOUNDARY CALLS

Course	Bearing	Distance
L1	S47°08'23"E	1838.44'
L2	S43°03'16"W	2848.51'
L3	N43°00'06"W	317.93'
Arc: 790.50'		
L4	Rad: 2815.36'	598.69'
Chd: N35°12'25"W		
L5	N28°44'45"W	1941.21'
L6	S13°23'36"W	163.42'
L7	S67°53'06"W	1081.89'
L8	N41°40'39"W	1293.02'
L9	N67°59'59"E	1955.79'
L10	N67°49'16"E	50.32'
L11	N28°41'08"W	1235.34'
L12	S65°39'29"W	1342.29'
L13	N27°14'33"W	1199.79'
L14	N67°45'47"E	1316.59'
L15	N28°41'08"W	212.05'
L16	Rad: 5776.05'	Arc: 1993.03'
Chd: N38°34'13"W		
L17	S39°49'17"W	50.02'
L18	Rad: 5726.05'	Arc: 198.09'
Chd: N49°25'52"W		
L19	N70°59'57"E	1019.57'
L20	S28°44'33"E	484.72'
L21	N63°30'21"E	352.75'
L22	N15°44'33"W	422.29'
L23	N89°07'51"E	899.26'
L24	S18°18'13"E	1359.69'
L25	N67°25'13"E	1086.30'
Arc: 185.14'		
L26	Rad: 5789.55'	185.14'
Chd: S26°53'03"W		
L27	S25°15'05"W	3454.96'
L28	S47°03'05"E	1403.15'
L29	N42°56'55"E	1450.87'

ZEMANEK UNIT EB			
TRACT	NAME	ACREAGE	VOL/PAGE
1	BESSIE HEIL	5.17	1162/837
2	SYLVIA H. HOLMES, ET VIR	9.21	1162/840
3	THE STATE OF TEXAS	0.63	1656/297
4	THE STATE OF TEXAS	1.26	1656/297
5	MISSOURI PACIFIC RAILROAD COMPANY	4.69	1623/243
6	JEROME & ANN ZUBIK	47.97	1152/843
7	ANTHONY F. ZEMANEK, ET AL	21.94	9814/278, 9814/273, 9814/276
8	GEORGE W. NASH, ET UX	3.04	1345/210
9	BESSIE HEIL	4.98	1162/837
10	DARBY C. BALASKO, ET AL	3.46	1167/367, 86/886, 1167/371, 1167/375
11	MISSOURI PACIFIC RAILROAD COMPANY	15.78	1623/243
12	DARBY C. BALASKO, ET AL	14.78	1167/367, 86/886, 1167/371, 1167/375
13	DARBY C. BALASKO, ET AL	90.35	1167/367, 86/886, 1167/371, 1167/375
14	CHARLES RAMIREZ	1.76	1501/189
15	WALLACE B. DREWS, ET UX	3.26	1518/93
16	DONALD R. REGMUND, ET UX	2.14	1501/201
17	NONIE F. McDONALD	0.36	1263/171
18	JASPER B. McILWAIN, ET UX	2.32	1501/177
19	GUN HUFF, ET UX	5.61	1523/279
20	LAWRENCE J. REGMUND, ET UX	2.18	1501/203
21	CHARLES W. HALL, JR., ET AL	2.19	1708/132, 1523/318, 1523/327
22	DANNY F. HILTON	1.84	1676/211
23	LINDA KAY BRANCH	1.84	1627/227
24	LOWELL B. CLEMENTS, ET UX	2.07	1496/373
25	BILLY DEAN EVANS, ET UX	2.09	1263/159
26	NONIE F. McDONALD	1.87	1263/171
27	MARY ALICE SANCHEZ	1.87	1617/70
28	DONALD R. CROCKER, ET UX	1.87	1552/273
29	TERRY E. KELLAR	2.17	1518/99
30	CHARLES V. BARAK, ET UX	2.41	1501/248
31	JOSEPH DANIEL ONDRASIK, ET UX	1.84	1501/193
32	JEFFERY W. RILEY, ET UX	1.84	1501/205
33	ROBERT S. PRESSLEY, ET UX	2.07	1523/289
34	PEDRO REYNA, ET UX	0.56	1518/101
35	BERNICE NEMEC	1.53	1501/187
36	RICKY J. SIEGERT, ET UX	1.87	1501/207
37	NONIE F. McDONALD, A WIDOW	1.87	1263/171
38	MATTHEW WADE REGMUND, ET AL	1.87	1576/64, 1139/271, 1889/152, 1678/89
39	DUWARD FAMS WORTH	2.16	1501/189
40	CLIFTON PEGUES, ET UX	2.22	1501/197
41	NORMA E. PORRES	1.86	1518/105
42	HENRY L. WELLS, ET UX	3.74	1501/212
43	NONIE F. McDONALD	0.58	1263/171
44	STEVE NEMEC, ET UX	2.09	1523/289, 1501/190
45	MICHAEL C. HENRY, ET AL	1.87	1501/185, 1461/279, 1715/139
46	WILLIAM H. TAYLOR, ET UX	1.87	1518/103
47	AUTHOR HUFF, JR.	1.87	1581/220
48	STEVE NEMEC, ET UX	2.15	1523/289, 1501/190
49	NONIE F. McDONALD	1.31	1263/171
50	RICKIE MCGOUGH, ET UX	2.30	1501/175
51	IONIA HYVA	1.15	1518/91
52	MELVIN MATTHEWS, ET UX	1.02	1523/332
53	JAMES A. DOYLE, ET UX	1.15	1596/8
54	JAMES A. DOYLE, ET UX, NONIE F. McDONALD	1.15	1596/8, 1263/171
55	NONIE F. McDONALD	2.30	1263/171
56	LESTER E. PENNY, ET UX	1.91	1657/259
57	NONIE F. McDONALD, A WIDOW	25.75	1263/171
58	LOTTIE MAE GRAHAM, ET VIR	12.35	1241/188
59	AVANELL C. DOOLEY, ET AL	12.67	9483/242, 1634/43, 1322/143, 1645/192, 1645/192, 1634/46, 1521/165, 1535/274
60	AVANELL C. DOOLEY, ET AL	12.15	9483/242, 1634/43, 1322/143, 1645/192, 1645/189, 1634/46
61	AVANELL C. DOOLEY, ET AL	11.71	9483/242, 1634/43, 1322/143, 1645/192, 1545/185, 1534/46
62	ESTATE OF KATHERINE G. CAHILL, ET AL	11.54	1322/143, 1645/192, 1244/60
63	PAULINE CAHILL, ET AL	10.48	1242/537
64	HARVEY F. WISE, ET UX	1.00	1251/789
65	DARBY CAHILL FORD, ET AL	11.42	1523/306, 1523/310, 1523/308, 1535/272
66	ELLA CAHILL MERKA	11.36	1239/267
67	ROMAN CATHOLIC DIOCESE	11.34	1322/133
TOTAL UNIT		438.44	

JANUARY 27, 2026  
AS COMPLETED PLAT  
WILDFIRE ENERGY  
OPERATING LLC  
PORTERFIELD A IHE  
ALLOCATION WELL

FRANCISCO RUIZ SURVEY, A-48 BRAZOS CO.  
E. W. TAYLOR SURVEY, A-231 BRAZOS CO.  
H. D. TAYLOR SURVEY, A-230 BRAZOS CO.  
J. WILLIAMS SURVEY, A-237 BRAZOS CO.  
Surface location is approximately 7.9 miles  
northwest of Bryan, Brazos County, Texas.

LAMPE SURVEYING, INC  
PROFESSIONAL LAND SURVEYORS  
1408 WEST MAIN STREET  
P.O. BOX 2037  
BRENNHAM, TEXAS 77834  
(979) 836-6877  
TBP&S FIRM NO. 10049700  
WD 3415 RRCL-7 (AS COMPLETED).DWG 3208WRD.CCC



Oil & Gas Data Query

Query Menu Help

Form W-1

Return

To Print Directional or Horizontal Wellbore Information use (View W-1D or W-1H) links.

<b>Status #:</b> 906760 - 97 <b>API #:</b> 041-32680	<b>Operator:</b> 923444 - WILDFIRE ENERGY OPERATING LLC <b>Issued:</b> 12/03/2025, <b>Filed:</b> Online	<b>Lease Name:</b> PORTERFIELD A <b>Well #:</b> 1HE, <b>District:</b> 03, <b>County:</b> BRAZOS	<b>Filing Purpose:</b> New Drill <b>Wellbore Profiles:</b> Horizontal
Exception Admin Approved. 37(h)(2)(B). Own Offset. (12/03/2025 03:22:17 PM)			

**Status: Approved**      [View Current W-1](#)   [View Current W-1H](#)   [View Current Permit](#)   [View SWR 13 Formations](#)

**Completion Information**

Well Status Code	Spud Date	Drilling Completed	Surface Casing Date
Z - Unperfed completion		10/16/2025	

**General / Location Information**

**Basic Information:**

Filing Purpose	Wellbore Profiles	Lease Name	Well #	SWR	Total Depth	Horizontal Wellbore	Stacked Lateral Parent Well DP #
New Drill	Horizontal	PORTERFIELD A	1HE	SWR 37 Lease Line	8500	Allocation	

**Surface Location Information:**

API #	Distance from Nearest Town	Direction from Nearest Town	Nearest Town	Surface Location Type
041-32680	7.9 miles	NW	BRYAN	Land

**GPS Coordinates - Datum: NAD 83**  
**Latitude:** 30.700341 **Longitude:** -96.499207

**Survey/Legal Location Information:**

Section	Block	Survey	Abstract #	County
		RUIZ, F	48	BRAZOS

Township	League	Labor	Porcion	Share	Tract	Lot

**Perpendicular surface location from two nearest designated lines:**

Perpendiculars	Distance	Direction	Distance	Direction
Survey Perpendiculars	5240.0 feet	NORTHWEST	3220.0 feet	EAST

**Permit Restrictions:**

Code	Description
29	This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

**Fields**

District	Field Name	Field #	Completion Depth	Lease Name	Well #	Well Type	Acres	Distance to nearest well	Distance to nearest Survey Line from Surface Location	SWR	Off-lease Surface Location	Off-lease Penetration Point	Pooled/Unitized	Horizontal Ownership Interval
03	GIDDINGS (EAGLEFORD) <b>Primary Field</b>	34733610	8500	PORTERFIELD A	1HE	Oil or Gas Well	2025.32	1784.0 feet	3220 feet	SWR 37 Lease Line	Y	N	N	

Perpendiculars	Distance	Direction	Distance	Direction
Surface Survey Lines	5240.0 feet	NORTHWEST	3220.0 feet	EAST

**Nearest Distance from the First/Last Take Point (Heel/Toe) to a Lease Line:** 1 feet  
**Nearest Perpendicular Distance from Any Take Point to a Lease Line:** 1 feet  
**Section:**            **Block:**                            **Survey:**TAYLOR, E W  
**Abstract #:** 231                    **County:** BRAZOS

Name	Profile	Distance	Direction	Distance	Direction	
TH1	Terminus Point	Lease	611.0 feet	from the NORTHEAST line and	8260.0 feet	from the SOUTHEAST line
		Survey	1040.0 feet	from the SOUTHEAST line and	1190.0 feet	from the SOUTHWEST line
	Penetration Point	Lease	1072.0 feet	from the NORTHEAST line and	2167.0 feet	from the NORTHWEST line

**Exceptions**

Field	Exception	Historical Docket/Case #	Resolution	CASES #
GIDDINGS (EAGLEFORD)	SWR 37 Lease Line			

**Comments**

Remark	Date Entered	Entered By
Commission Staff expresses no opinion as to whether a 100% ownership interest in each of the leases alone or in combination with a "production sharing agreement" confers the right to drill across lease/unit lines or whether a pooling agreement is also required.	11/25/2025 03:42:58 PM	

However, until that issue is directly addressed and ruled upon by a Texas court of competent jurisdiction it appears that a 100% interest in each of the leases and a production sharing agreement constitute a sufficient colorable claim to the right to drill a horizontal well as proposed to authorize the removal of the regulatory bar and the issuance of a drilling permit by the Commission, assuming the proposed well is in compliance with all other relevant Commission requirements. Issuance of the permit is not an endorsement or approval of the applicant's stated method of allocating production proceeds among component leases or units. All production must be reported to the Commission as production from the lease or pooled unit on which the wellhead is located and reported production volume must be determined by actual measurement of hydrocarbon volumes prior to leaving that tract and may not be based on allocation or estimation. Payment of royalties is a contractual matter between the lessor and lessee. Interpreting the leases and determining whether the proposed proceeds allocation comports with the relevant leases is not a matter within Commission jurisdiction but a matter for the parties to the lease and, if necessary, a Texas court of competent jurisdiction. The foregoing statements are not, and should not be construed as, a final opinion or decision of the Railroad Commission.

There have been problems identified with this permit (see problem letter attachment). Notification sent.

12/02/2025 04:17:39 PM RRC STAFF

Problems identified with this permit are resolved.

12/03/2025 12:16:59 PM RRC STAFF

Exception Admin Approved. 37(h)(2)(B). Own Offset.

12/03/2025 03:22:17 PM RRC STAFF

**Attachments**

Attachment Type	File Path	Associated Fields and/or Plats
P-12	<a href="#">Lero P-12.pdf</a>	
P-12	<a href="#">Inez Unit P-12.pdf</a>	
P-12	<a href="#">Zemanek Unit P-12.pdf</a>	
P-16	<a href="#">Porterfield Unit P-16.pdf</a>	
As Submitted W-1	<a href="#">AsSubmittedW1-11-25-2025.pdf</a>	
Permit Problem Letter	<a href="#">problem letter 12-2-2025.pdf</a>	
P-12	<a href="#">Porterfield A Unit P-12-Signed.pdf</a>	PORTERFIELD A 1HE (2025-11-25).pdf
PLAT #2 (Paper Size: LGL)	<a href="#">PORTERFIELD A 1HE AS-DRILLED (2025-11-25).pdf</a>	GIDDINGS (EAGLEFORD)
As Approved W-1	<a href="#">AsApprovedW1-12-3-2025.pdf</a>	
As Approved Permit	<a href="#">AsApprovedPermit-12-3-2025.pdf</a>	

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RAILROAD COMMISSION OF TEXAS

Form W-2

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Status: Approved
Date: 01/23/2026
Tracking No.: 346421

OIL WELL POTENTIAL TEST, COMPLETION OR RECOMPLETION REPORT,

OPERATOR INFORMATION

Operator WILDFIRE ENERGY OPERATING LLC Operator 923444
Operator P O BOX 19424 HOUSTON, TX 77224-0000

WELL INFORMATION

API 42-041-32680 County: BRAZOS
Well No.: 1HE RRC District 03
Lease PORTERFIELD A Field GIDDINGS (EAGLEFORD)
RRC Lease 28258 Field No.: 34733610
Location Section: ,Block: , Survey: RUIZ, F, Abstract: 48
Latitude 30.700341 Longitud -96.499207
This well is 7.9 miles in a NW
direction from BRYAN,
which is the nearest town in the

FILING INFORMATION

Purpose of Well Record Only
Type of New Well
Well Type: Shut-In Producer Completion or Recompletion 10/16/2025
Type of Permit Date Permit No.
Permit to Drill, Plug Back, or 08/22/2025 906760
Rule 37 Exception
Fluid Injection
O&G Waste Disposal
Other:

COMPLETION INFORMATION

Spud 09/24/2025 Date of first production after rig 10/16/2025
Date plug back, deepening, drilling operation 09/24/2025 Date plug back, deepening, recompletion, drilling operation 10/16/2025
Number of producing wells on this lease this field (reservoir) including this 4 Distance to nearest well in lease & reservoir 1818.0
Total number of acres in 2026.19 Elevation 293 GL
Total depth TVD 7860 Total depth MD 17615
Plug back depth TVD Plug back depth MD
Was directional survey made other inclination (Form W- Yes Rotation time within surface casing Is Cementing Affidavit (Form W-15) 24.0 Yes
Recompletion or No Multiple No
Type(s) of electric or other log(s) Gamma Ray (MWD)
Electric Log Other Description:
Location of well, relative to nearest lease Off Lease : Yes
of lease on which this well is 5240.0 Feet from the NW Line and
3220.0 Feet from the East Line of the
PORTERFIELD A Lease.

FORMER FIELD (WITH RESERVOIR) & GAS ID OR OIL LEASE NO.

Field & Reservoir Gas ID or Oil Lease Well No. Prior Service Type

PACKET: N/A

W2: N/A

**FOR NEW DRILL OR RE-ENTRY, SURFACE CASING DEPTH DETERMINED BY:**

GAU Groundwater Protection Determination      Depth      3050.0      Date      03/18/2025  
 SWR 13 Exception      Depth

**INITIAL POTENTIAL TEST DATA FOR NEW COMPLETION OR RECOMPLETION**

Date of		Production
Number of hours	24	Choke
Was swab used during this	No	Oil produced prior to
<b>PRODUCTION DURING TEST PERIOD:</b>		
Oil		Gas
Gas - Oil	0	Flowing Tubing
Water		
<b>CALCULATED 24-HOUR RATE</b>		
Oil		Gas
Oil Gravity - API - 60.:		Casing
Water		

**CASING RECORD**

<u>Ro</u>	<u>Type of Casing</u>	<u>Casing Size (in.)</u>	<u>Hole Size</u>	<u>Setting Depth</u>	<u>Multi - Stage</u>	<u>Multi - Stage Shoe</u>	<u>Cement Class</u>	<u>Cement Amount</u>	<u>Slurry Volume (cu.)</u>	<u>Top of Cement (ft.)</u>	<u>TOC Determined By</u>
1	Surface	11 3/4	14 3/4	3246			TYPE 1	2020	3488.0	0	Circulated to Surface
2	Intermediate	8 5/8	10 5/8	7556			TYPE 1	710	1366.0	3000	Calculation
3	Conventional Production	5 1/2	7 7/8	17604			TYPE 1	1595	2319.0	6000	Calculation

**LINER RECORD**

<u>Ro</u>	<u>Liner Size</u>	<u>Hole Size</u>	<u>Liner Top</u>	<u>Liner Bottom</u>	<u>Cement Class</u>	<u>Cement Amount</u>	<u>Slurry Volume (cu.)</u>	<u>Top of Cement (ft.)</u>	<u>TOC Determined</u>
N/A									

**TUBING RECORD**

<u>Ro</u>	<u>Size (in.)</u>	<u>Depth Size (ft.)</u>	<u>Packer Depth (ft.)/Type</u>
N/A			

**PRODUCING/INJECTION/DISPOSAL INTERVAL**

<u>Ro</u>	<u>Open hole?</u>	<u>From (ft.)</u>	<u>To (ft.)</u>
N/A			

**ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC.**

Was hydraulic fracturing treatment      No

Is well equipped with a downhole sleeve? No      If yes, actuation pressure

Production casing test pressure (PSIG)      Actual maximum pressure (PSIG) during hydraulic fracturing

Has the hydraulic fracturing fluid disclosure been      No

<u>Ro</u>	<u>Type of Operation</u>	<u>Amount and Kind of Material Used</u>	<u>Depth Interval (ft.)</u>
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**FORMATION RECORD**

<u>Formations</u>	<u>Encountere</u>	<u>Depth TVD</u>	<u>Depth MD</u>	<u>Is formation</u>	<u>Remarks</u>
PECAN GAP	Yes	5921.0	6122.0	Yes	
SPARTA - DISPOSAL	No			No	DID NOT ENCOUNTER
WILCOX - DISPOSAL	No			No	DID NOT ENCOUNTER
NAVARRO - DISPOSAL	No			No	DID NOT ENCOUNTER
AUSTIN CHALK - LOST CIRCULATION	Yes	7081.0	7119.0	Yes	
EAGLEFORD	Yes	7284.0	7520.0	Yes	
WOODBINE - PRODUCTION	No			No	NOT PENETRATED
BUDA - PRODUCTION	No			No	NOT PENETRATED
GEORGETOWN - PRODUCTION	No			No	NOT PENETRATED
EDWARDS - DISPOSAL	No			No	NOT PENETRATED

Do the producing interval of this well produce H2S with a concentration in excess of 100 ppm No  
 Is the completion being downhole commingled No

**REMARKS**

P-16 AND PLAT TO BE PROVIDED AT THE TIME OF COMPLETION.

**RRC REMARKS**

**PUBLIC COMMENTS:**

[RRC Staff 2026-01-12 11:59:36.571] Unperfed WRO packet. EDL = 0 feet, max acres = 0

**CASING RECORD :**

**TUBING RECORD:**

TUBING TO BE SET AT THE TIME OF COMPLETIONS.

**PRODUCING/INJECTION/DISPOSAL INTERVAL :**

**ACID, FRACTURE, CEMENT SQUEEZE, CAST IRON BRIDGE PLUG, RETAINER, ETC. :**

**POTENTIAL TEST DATA:**

**OPERATOR'S CERTIFICATION**

<b>Printed</b>	Tony Villasana	<b>Title:</b>	WildFire Energy, LLC
<b>Telephone</b>	(832) 558-0100	<b>Date</b>	01/12/2026



February 9, 2026

1 Nut 15019

Ms. Mary Beth Barnstone  
Texas General Land Office  
1700 North Congress Ave  
Austin, TX 78701-1495  
(512) 463-6521

**RE: Production Sharing Agreement**  
**Porterfield A 1HE**  
**API No. 42-041-32680**  
**Brazos County, Texas**

Ms. Barnstone,

Please find enclosed in duplicate, a Production Sharing Agreement for the Porterfield A 1HE well, API No. 42-041-32680 in Brazos County, Texas, a copy of the final As-Completed Plat, and check #55591 in the amount of \$500.00 for the processing fee.

Please find pertinent information below:

State Lease Numbers:  
GLO Unit Numbers:

MF095170  
11359 – Zemanek Unit

MF122368  
15007 Porterfield  
A Unit

Unit/Tract Name	Productive Drainhole Length	Allocation Factor
Inez Unit	546.5000	0.05870190
Lero Unit	2,191.3700	0.23538441
Porterfield A Unit	5,616.2800	0.60326862
Zemanek Unit	955.6000	0.10264508
	9,309.75	1.00000000

Date of First Production: 1/9/2026

Please call me at 832-810-2699 or email me at [rbaird@wildfire-energy.com](mailto:rbaird@wildfire-energy.com) if you have any questions or need any additional information.

Sincerely,  
**WildFire Energy LLC**

Raleigh Baird  
Sr. Landman

Enclosures:  
Production Sharing Agreement form  
Mercury A 1HE - As-Completed Plat  
Check #55596 – \$500 PSA processing fee

File No. MF095170  
Brazos County  
INut 15019  
Date Filed: 5/13/26  
Commissioner Dawn Buckingham, M.D.  
By: MB Bamstap