



CAUTION

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Archives and Records Staff

UNIT

~~2251~~

~~7592~~

MF095313

State Lease	Control	Base File	County
MF095313	56-029447		BURLESON

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description

HIGHWAY RIGHT-OF-WAY

Acres

~~14.86~~ 3.17

Depth Below

Depth Above

Depth Other

0

0

Name

UNION PACIFIC RESOURCES

Lease Date

6/15/1993

Primary Term

1 yrs

Bonus (\$)

\$2,972.00

Rental (\$)

\$0.00

Lease Royalty

0.2000

Leasing: JA

Analyst: _____

Maps: MR

GIS: MC



HIGHWAY RIGHT-OF-WAY M-95313

COUNTY (CODE) : BURLESON (26)
SURVEY : J.P. COLE SVY.
BLOCK :
TOWNSHIP :
SECTION :
PART : F.M. 166
ACRES : 14.86
DEPTH LIMITS :
BASE FILE (S) :
CONTROL NO. (S) : 56-02944-7

LESSEE : UNION PACIFIC RESOURCES
DATE : JUNE 15, 1993
PRIMARY TERM : 1yr
BONUS : \$200.00 per acre (\$2,972.00)
ROYALTY : 1/5
RENTALS : none

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Legal
Rental
Min. A/c
Min. Mar

NS
OR
ZC

Highway R.O.W.

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The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-95313
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. Box 7, Fort Worth, Texas 76101-0007, hereinafter called "Lessee". 17307399737

1. Lessor, in consideration of Two Thousand Nine Hundred Seventy Two and 00/100 Dollars (\$2,972.00), 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 Burleson, State of Texas, and is described as follows:

14.86 acres of land, more or less, situated in said Burleson 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 14.86 acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of one (1) year from June 15, 1993, 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 fifth (1\5) 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 fifth (1\5) 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 fifth (1\5) 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 fifth (1\5) 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 \$74.30. 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 \$148.60, 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

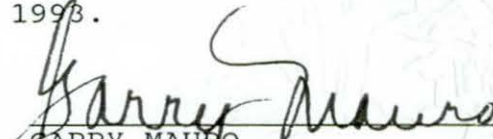
production; and

(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 June 15, 1998.


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

Approved:

Energy: RL

Legal (Form): RL

Executive: JH

Exhibit "A"

Being 14.86 acres of land, more or less, situated in the J. P. Cole Survey, Abstract No. 12 of Burleson County, Texas. Said 14.86 acres being all of and the same land conveyed to the State by Deed from B. H. Dewey, Sr. as recorded in Volume 104, Page 491, of the Deed Records of Burleson County, Texas. Also included are other highway rights of way conveyed to the County of Burleson. Said 14.86 acres being a strip of land 80.00 feet wide, 40.00 feet either side of the following described centerline, to wit;

Beginning at a point on the centerline of F.M. 50 where it intersects the centerline of F.M. 166 being Engineer's Centerline Station Number 00+00.00;

Thence S 42° 37' W, along the said F.M. 166 centerline a distance of 30.00 feet to the Point of Beginning of the centerline herein described. Said point being Engineer's Centerline Station Number 0+30.00;

Thence S 42° 37' W along the centerline of F.M. 166, a distance of 776.10 feet to the P.C. of a 03° 00' curve to the right. Said P.C. being Engineer's Centerline Station Number 8+06.10;

Thence, along said centerline, around said curve to the right, which has a delta angle of 06° 20', a distance of 211. 10 feet to the P.T. of said curve at Engineer's Centerline Station Number 10+17.20;

Thence S 48° 57' W, along the said centerline of F.M. 166, a distance of 90.20 feet to the P.C. of a 03° 00' curve to the left. Said P.C. being Engineer's Centerline Station Number 11+07.40;

Thence, along said centerline, around said curve to the left, which has a delta angle of 06° 11', a distance of 206.10 feet to the P.T. of said curve at Engineer's Centerline Station Number 13+13.50;

Thence S 42° 46' W, along the said centerline, a distance of 1,686.50 feet to a deflection point of 00° 22' to the right at Engineer's Centerline Station Number 30+00;

Thence S 42° 68' W, along the said centerline, a distance of 900.00 feet to a deflection point of 00° 34' to the left at Engineer's Station Number 39+00;

Burleson County
CSJ 955-1-2
F.M. 166
No. 404

Thence S 42° 34' W, along the said centerline, a distance of 2,247.50 feet to the P.C. of an 18° 00' curve to the right at Engineer's Centerline Station Number 61+47.50;

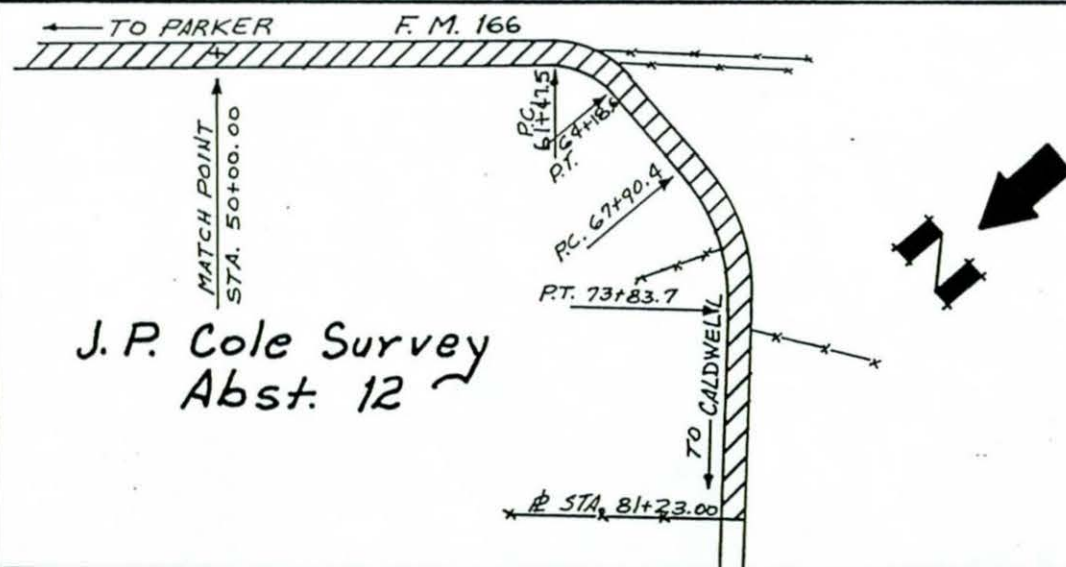
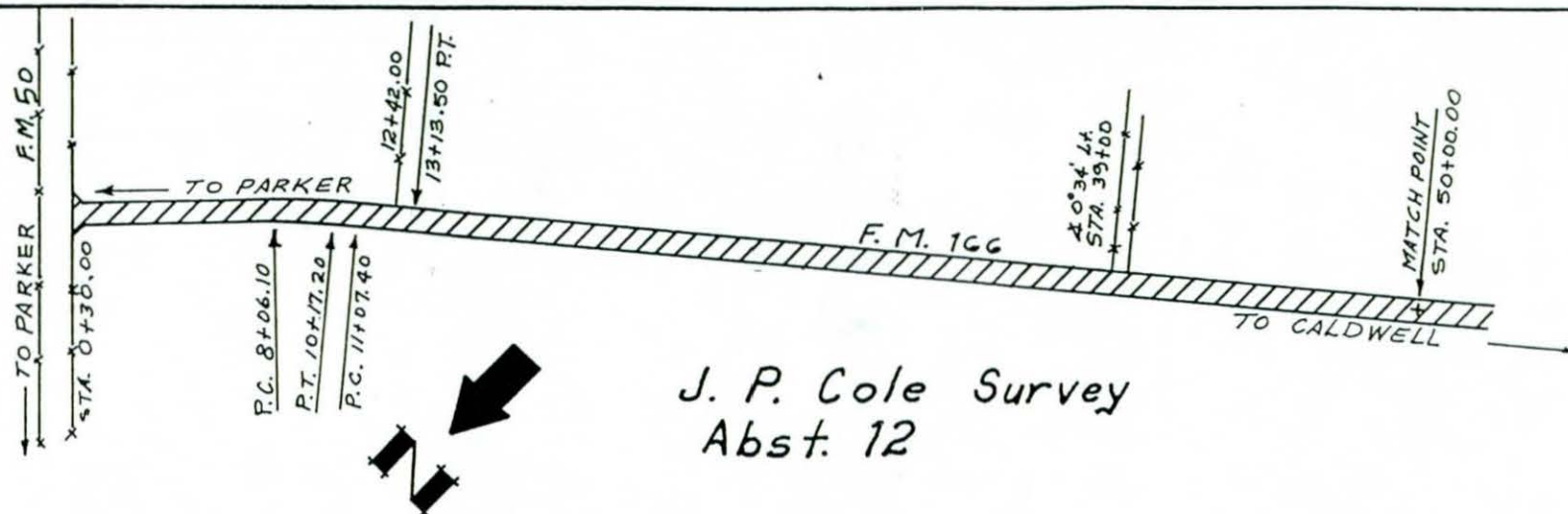
Thence, along said centerline, around said curve to the right, which has delta angle of 48° 48', a distance of 271.10 feet to the P.T. of said curve at Engineer's Centerline Station Number 64+18.60;

Thence N 88° 38' W, along said centerline, a distance of 371.80 feet to the P.C. of a 07° 00' curve right at Engineer's Centerline Station Number 67+90.40;

Thence, along the said centerline, around said 07° 00' curve to the right, which has a delta angle of 41° 49', a distance of 597.40 feet to the P.T. of said curve at Engineer's Centerline Station Number 73+83.70;

Thence N 46° 49' W, along the said centerline, a distance of 739.30 feet to the end of the centerline herein described at Engineer's Centerline Station Number 81+23.00.

The above described tract of land contains 14.86 acres, more or less, and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and is identified under Control Number 955-1-2.



MAP SHOWING
PORTION OF F.M. 166
RIGHT OF WAY
BURLESON COUNTY

AREA TO BE LEASED—14.86 ACRES

1.

MF

N-95313

Item

Leane

To

From

Date

6-15-93

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

M-95313
6.15.93

DATE: June 8, 1993

TO: School Land Board

FROM: Robert Hatter / Lease Administration

SUBJECT: Application To Lease Right-of-Way

APPLICANT: Union Pacific Resources Co.

REFERENCE: Being 14.86 acres, more or less, of F.M. 166 situated in the J. P. Cole Svy.,
Burleson County, Texas

The following terms were provide for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$200.00	\$150.00
Royalty:	1/5	1/6
Delay Rental:	None	\$ 5.00
Primary Term:	1 year	5 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:	\$200.00 per acre
Royalty:	1/5 royalty
Delay Rental:	None
Primary Term:	1 year

Union Pacific Resources Co. 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 14.86 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the right-of-way and has submitted all other pertinent information required by the School Land Board rules.



Texas Department of Transportation

P.O. BOX 5075 • AUSTIN, TEXAS 78763-5075 • (512) 416-2901

May 21, 1993

Contact: D-15

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

Dear Commissioner Mauro:

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

<u>County</u>	<u>Nominator</u>	<u>Bonus</u>	<u>Royalty</u>	<u>Primary Term</u>	<u>Delay Rental</u>
Burleson	Union Pacific Resources Co.	\$200.00	1/5	1 year	None
Brazos	Ro-Jo, Inc. and Moon Operating, Inc.	\$125.00	1/5	2 Years	Paid-Up

Attached is one copy of the field notes and sketch for the proposed leases. If additional information is needed, please contact Jimmy Perry at (512) 416-2874.

Sincerely,

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

Attachments

Exhibit "A"

Being 14.86 acres of land, more or less, situated in the J. P. Cole Survey, Abstract No. 12 of Burleson County, Texas. Said 14.86 acres being all of and the same land conveyed to the State by Deed from B. H. Dewey, Sr. as recorded in Volume 104, Page 491, of the Deed Records of Burleson County, Texas. Also included are other highway rights of way conveyed to the County of Burleson. Said 14.86 acres being a strip of land 80.00 feet wide, 40.00 feet either side of the following described centerline, to wit;

Beginning at a point on the centerline of F.M. 50 where it intersects the centerline of F.M. 166 being Engineer's Centerline Station Number 00+00.00;

Thence S 42° 37' W, along the said F.M. 166 centerline a distance of 30.00 feet to the Point of Beginning of the centerline herein described. Said point being Engineer's Centerline Station Number 0+30.00;

Thence S 42° 37' W along the centerline of F.M. 166, a distance of 776.10 feet to the P.C. of a 03° 00' curve to the right. Said P.C. being Engineer's Centerline Station Number 8+06.10;

Thence, along said centerline, around said curve to the right, which has a delta angle of 06° 20', a distance of 211. 10 feet to the P.T. of said curve at Engineer's Centerline Station Number 10+17.20;

Thence S 48° 57' W, along the said centerline of F.M. 166, a distance of 90.20 feet to the P.C. of a 03° 00' curve to the left. Said P.C. being Engineer's Centerline Station Number 11+07.40;

Thence, along said centerline, around said curve to the left, which has a delta angle of 06° 11', a distance of 206.10 feet to the P.T. of said curve at Engineer's Centerline Station Number 13+13.50;

Thence S 42° 46' W, along the said centerline, a distance of 1,686.50 feet to a deflection point of 00° 22' to the right at Engineer's Centerline Station Number 30+00;

Thence S 42° 68' W, along the said centerline, a distance of 900.00 feet to a deflection point of 00° 34' to the left at Engineer's Station Number 39+00;

Burleson County
CSJ 955-1-2
F.M. 166
No. 404

Thence S 42° 34' W, along the said centerline, a distance of 2,247.50 feet to the P.C. of an 18° 00' curve to the right at Engineer's Centerline Station Number 61+47.50;

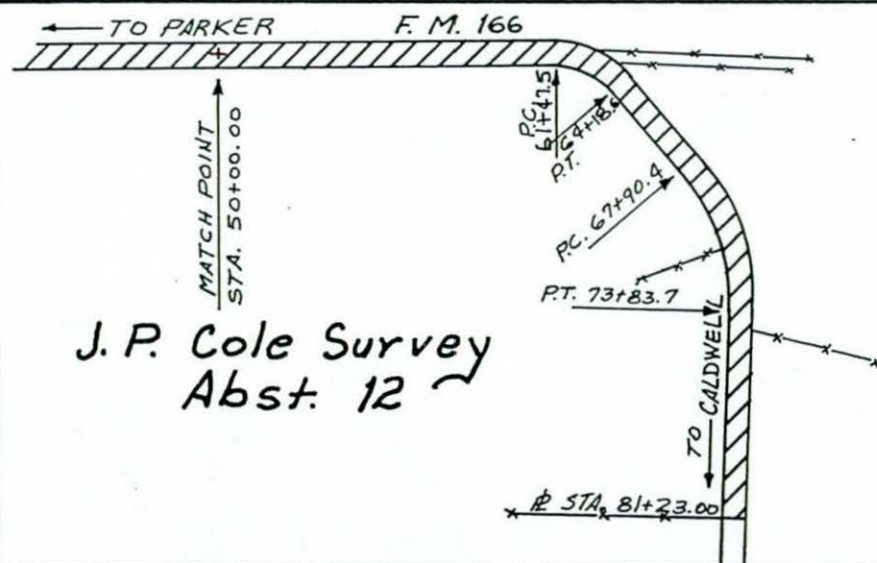
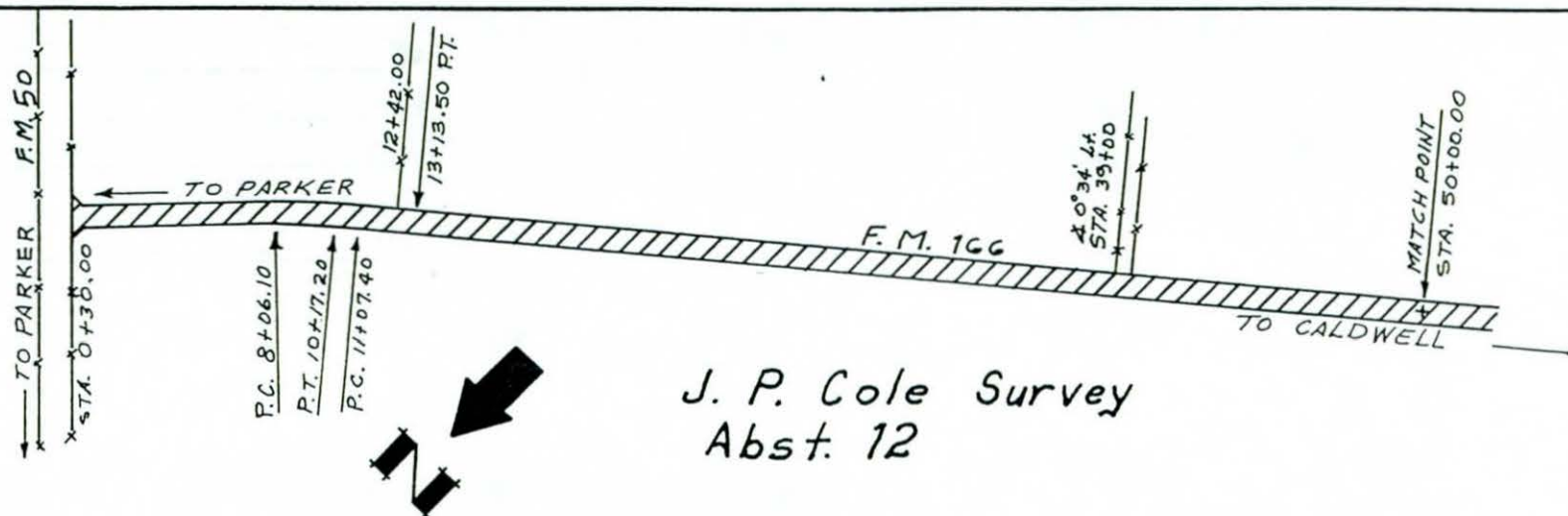
Thence, along said centerline, around said curve to the right, which has delta angle of 48° 48', a distance of 271.10 feet to the P.T. of said curve at Engineer's Centerline Station Number 64+18.60;

Thence N 88° 38' W, along said centerline, a distance of 371.80 feet to the P.C. of a 07° 00' curve right at Engineer's Centerline Station Number 67+90.40;

Thence, along the said centerline, around said 07° 00' curve to the right, which has a delta angle of 41° 49', a distance of 597.40 feet to the P.T. of said curve at Engineer's Centerline Station Number 73+83.70;

Thence N 46° 49' W, along the said centerline, a distance of 739.30 feet to the end of the centerline herein described at Engineer's Centerline Station Number 81+23.00.

The above described tract of land contains 14.86 acres, more or less, and being as indicated on the official right of way map which is on file with the Texas Department of Transportation and is identified under Control Number 955-1-2.



MAP SHOWING
PORTION OF F.M. 166
RIGHT OF WAY
BURLESON COUNTY

AREA TO BE LEASED - 14.86 ACRES

2

MF

M-95313

2.

Item

Memo

To

From

Date

6-8-93

Highway Lease Applicant

Name of Lease Applicant: UPRC by Stuart H. Speck

County & Tract Description:

Burleson Co. | ~~4.31 AC~~ along Fm 166 | J.P. Cole Sec. 4.12
74.86 AC

Date Sent to Highway Department:

Check List:

Letter of Application and plat

Names and addresses of adjacent mineral owners

Affidavit of non-production within 2500 feet

\$100 processing fee

Written waiver of statutory notice

Certified copy/copies of adjacent lease/leases-

Notarized affidavit of consideration paid -

Title Opinion -

Is the right-of-way on Relinquishment Act Land NO

Remarks:

on 14.86 AC

2,972.00
44.50

\$3,016.58

Date Appeared Before SLB:

Approved:

Disapproved:

Problems:

Bonus	200.00	150.00
Regalty	1/5	1/10
Rental	None	5.00
Fees	1 yr	5 yr
Start up	5.00	

Date Lease Issued:

Reviews

~~10914~~

~~Copy (500)~~*

~~100~~

~~4.1. to June~~

for

MF 11-95313
Item Lae Apple
To _____
From _____
Date _____

JIM BURGIN & ASSOCIATES, INC.

February 26, 1993

Texas General Land Office
Lease Administration Energy Resources
Attn: Drew Reid
Stephen F. Austin Bldg.
1700 N. Congress Ave.
Austin, Texas 78701
(512) 475-1534

Professionals In Land Services

*P. O. Box 395
Fulshear, Texas 77441-0395
(713) 346-1584
(713) 346-2307 Fax*

RE: Proposed Horizontal Well
Union Pacific Resources Company
Judge Dewey Unit No. 1
John P. Coles Survey, A-12
Burleson County, Texas

Dear Mr. Reid,

Union Pacific Resources Company whose address is P.O. Box 7, Ft. Worth, Texas 76101 is proposing to drill a Horizontal Well located in the J. P. Coles Survey, A-12, Burleson County, Texas. In researching the public records of Burleson County, Texas it was found the the State of Texas owns the minerals rights under the Highway Right-of-Way FM 166, which portion of such Highway is show in yellow on the attached plat. Union Pacific Resources Company is planning to drill a Horizontal Well that will pass under the F.M. 166, which lateral line is shown in red on the plat attached.

In reading the Suggested Procedures for Leasing State Highway Right-of-Way Tracts that I received from you, I believe that Union Pacific Resources Company is exempt from having to lease this right-of-way by provision I (a) of the Suggested Procedures.

I. Highway Right-of-Way Tracts Subject to Lease:

(a) A highway right-of-way tract may be leased if the state owns the minerals located under the tract and if the right-of-way is not within 2500 feet of a well which was capable of producing in paying quantities on January 1, 1985. If the right-of-way is being leased for the purposes of drilling a horizontal well, the 2500 foot limitation may be deleted.

On May 25th, 1982 GeoSouthern Energy Corporaton drilled the Gertie Mae Unit to a depth of 8,998 feet in the J. P. Coles Survey, A-12, Burleson County, Texas. This well was drilled within the 2500 foot limitation. The Gertie Mae Unit was drilled approximately within 500 feet of FM 166. This well produced in paying quantities from 6/14/1982 until 12/23/1992 when it was plugged. A copy of the plat of the Gertie Mae Unit and plugging report is attached.

February 26, 1993
Texas General Land Office
Attn: Drew Reid
Page 2

Union Pacific Resources Company requests that the Texas General Land Office submit a ruling on our proposed Judge Dewey No. 1, which horizontal lateral line will run under FM 166, which ruling will tell us if we need to lease this State Highway Right-of-way. If it is found that we do not need a Oil and Gas Lease from the State we would request that your office draft a letter of intent to Union Pacific Resources Company stating that we do not have to lease this right-of-way and have this letter signed by the appropriate authority. You can return the letter to us in the return envelope enclosed.

After you receive this package, I will be contacting you by phone to see if you have any questions concerning this matter and/or you can reach me at the La Quinta College Station, College Station, Texas (409) 696-7777. Thank you for your cooperation in this matter.

Yours very truly,

Stuart H. Speck

Stuart H. Speck
Authorized Representative
Union Pacific Resources Company

~~777~~
607 Texas Ave South
77840

Send lease to ↑

MF M-95313
Item LA
To _____
From Stuart Speech
Date 2.26.93

JACKSON & WALKER, L.L.P.
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P.O. BOX 4771
HOUSTON, TEXAS 77210-4771
TELEPHONE (713) 752-4200

TELECOPIER (713) 752-4221
TELEX 79-1932

WRITER'S DIRECT DIAL NO.:

713/752-4333

OTHER LOCATIONS
DALLAS
FORT WORTH
SAN ANTONIO

April 1, 1993

BY FEDERAL EXPRESS

Mr. Mel Fife
Mail Station 3308
Union Pacific Resources Company
Burnett Plaza, 31st Floor
801 Cherry Street
Fort Worth, Texas 76102

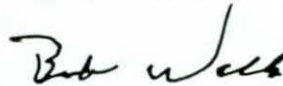
Re: State of Texas Lease, 4.37 Acres, John P.
Coles 7½ Leagues Grant, Abstract No. 12,
Burleson County, Texas
(Our Firm File No. 002025.00671)

Dear Mel:

Enclosed are the original and one copy of our
Original Title Opinion covering the captioned property.
The title examination was done by Lori Elam, so if you
have any questions relating to the title examination,
you may want to call Lori direct.

As requested by you, we are sending a copy of
the enclosed opinion to Mr. Jim Burgin of Jim Burgin &
Associates, Inc.

Very truly yours,



R. H. Walls

RHW/ppc
Enclosures

cc: Mr. Jim Burgin
w/copy of opinion

cc: Ms. Virginia E. Parsons
w/o enclosures

JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P.O. BOX 4771
HOUSTON, TEXAS 77210-4771
TELEPHONE (713) 652-5100

TELECOPIER (713) 655-1925
TELEX 79-1932

WRITER'S DIRECT DIAL NO.:

OTHER LOCATIONS
DALLAS
FORT WORTH
NEW ORLEANS

April 1, 1993

Union Pacific Resources Company
Burnett Plaza, 31st Floor
801 Cherry Street
Fort Worth, Texas 76102

Attention: Mr. J. Christopher Cirone

Re: State of Texas Lease
4.37 acres, more or less
J. P. Coles 7½ Leagues Survey, A-12
Burleson County, Texas
(Our Firm File No. 002025.00671)

Gentlemen:

ORIGINAL TITLE OPINION

DESCRIPTION OF LAND

4.37 acres, more or less, out of the J. P. Coles 7½ Leagues Survey, A-12, Burleson County, Texas, and being all of that certain acreage contained within the boundaries of State Highway No. 166 which is described in that certain Deed dated March 10, 1949, from B. H. Dewey, Sr., to the State of Texas, recorded in Volume 104, Page 491, Deed Records of Burleson County, Texas, and further described by metes and bounds in the Final Settlement of Burleson County Court Cause No. 453, dated January 17, 1949, in the condemnation case "The State of Texas v. B. H. Dewey, Sr.," appearing in the Civil Minutes of the County Court of Burleson County, Texas.

Said tract is more particularly described by metes and bounds in Exhibit A attached hereto (the "Subject Property") and outlined on the plat attached hereto as Exhibit B.

* * * * *

DOCUMENTS AND RECORDS EXAMINED

1. Runsheet dated March 3, 1993, containing 102 entries, prepared by Jim Burgin & Associates, Inc., covering title to 326.07 acres, including the Subject Property, from the sovereignty of the soil through March 1, 1993, at 12:00 noon, based upon the records of the County Clerk's and District Clerk's Offices of Burleson County, Texas.
2. Letter dated March 3, 1993, from Michael Dailey of Jim Burgin & Associates, Inc., addressed to Mr. Mel Fife of Union Pacific Resources Company, relating to the coverage of the runsheet described as Document 1 above.
3. The instruments described in the runsheet listed as Document 1 above as they appear in the records of the County and District Clerks' Offices of Burleson County, Texas.
4. Plat furnished by Jim Burgin & Associates, Inc., covering the Subject Property.

* * * * *

Subject to the Comments and Requirements hereinafter set forth and based solely upon examination of the Documents and Records specified herein, we find title to the Subject Property vested as of March 1, 1993, at 12:00 noon, as hereinafter set forth. Unless otherwise specified, all recording references in this Opinion are to the records of Burleson County, Texas.

FEE SIMPLE TITLE

1. Surface:

State of Texas All

2. Oil and Gas Mineral Estate:

a. Leasing Rights, Bonus and Delay Rentals:

State of Texas All

b. Royalty:

State of Texas
8/8 of royalty Unleased

c. Overriding Royalty Interest:

None; the Subject Property is unleased.

d. Leasehold Estate:

None; the Subject Property is unleased.

e. Unleased Interest:

	<u>Operating Interest</u>	<u>Net Revenue Interest</u>
State of Texas 8/8, or	1.0000000	1.0000000

COMMENTS AND REQUIREMENTS

1.

The patent to the J. P. Coles 7½ Leagues Survey, Abstract 12, Burleson County, Texas, dated August 19, 1824, from the Mexican Government to John P. Coles, is recorded in Volume 16, Page 57, Deed Records.

REQUIREMENT:

None, advisory only.

2.

There are early record title defects, breaks in the chain of title and other title deficiencies pertaining to the Subject Property occurring prior to 1906. Since 1906, the chain of title to the Subject Property, excluding easements, mortgages and leases, is as follows:

By Deed dated February 14, 1906, recorded in Volume 66, Page 366, Deed Records, Millard Mial conveyed an undivided 1/6 interest in 1172.3 acres less 3.75 acres, including the Subject Property, to W. S. Mial.

By Deed dated February 15, 1906, recorded in Volume 66, Page 367, Deed Records, Alonzo T. Mial conveyed an undivided 1/6 interest in said 1172.3 acres to W. S. Mial.

By Deed dated February 1, 1907, recorded in Volume 66, Page 365, Deed Records, Ella S. Williamson et vir, B. P. Williamson, conveyed an undivided 1/6 interest in said 1172.3 acres to W. S. Mial.

By Deed dated October 15, 1907, recorded in Volume 66, Page 363, Deed Records, Leonidas L. Mial conveyed an undivided 1/6 interest in said 1172.3 acres to W. S. Mial.

By Deed dated January 9, 1911, recorded in Volume 66, Page 364, Deed Records, Eliza M. Dewey conveyed an undivided 1/6 interest in said 1172.3 acres to W. S. Mial.

W. S. Mial died on August 28, 1931. Under the terms of his Last Will and Testament, probated under Cause No. 949, recorded in Volume I, Page 129, Probate Records, all of his property was devised to L.L. Mial, Millard Mial, Ella Williamson, Eliza Dewey, B.H. Dewey, Corinna Mial and Victoria Mial.

According to the Affidavit recorded in Volume 79, Page 568, Deed Records, Eliza Dewey, one of the devisees in W.S. Mial's Will, predeceased W.S. Mial on April 12, 1931. Eliza Dewey died intestate and was survived by B.H. Dewey, E. Mial Dewey and LeMay D. Howard.

By Partition Deed dated December 19, 1932, recorded in Volume 76, Page 167, Deed Records, Millard Mial et al, being all of the heirs and devisees of W.S. Mial, conveyed a 197.21-acre tract and a 65.73-acre tract, including the Subject Property, to B. H. Dewey.

Under the terms of a Final Settlement dated January 17, 1949, entered in the County Court Cause No. 453, in the case "The State of Texas v. B. H. Dewey, Sr.," a right-of-way containing 4.37 acres, being all of the Subject Property, was awarded to The State of Texas.

By Deed dated March 10, 1949, recorded in Volume 104, Page 491, Deed Records, B. H. Dewey, Sr., conveyed the Subject Property to The State of Texas.

The State cannot acquire title by adverse possession. However, as the chain of title to the Subject Property is regular from 1906 to the time the above-described deed to the State of Texas was executed, and it appears that the Subject Property has been continuously used for State Highway 166 since 1949, we believe you can waive any curative work concerning the early title defects as a reasonable business risk.

REQUIREMENT:

None, advisory only.

3.

The Subject Property is unleased. Pursuant to Texas Natural Resources Code Section 32.001, et seq., the State of Texas, acting through the General Land Office and the School Land Board, is authorized to lease for oil and gas lands owned or held in trust for the use and benefit of a department, board, or agency of the state, including highway lands. Until recently, the statute did

not apply to and the state was not authorized to lease oil and gas underlying land owned by the state that was acquired to construct or maintain a highway, road, street, or alley that is located in a "producing area," defined as lands located within 2,500 feet of a well capable of producing oil or gas in paying quantities as of January 1, 1985. The statute was recently amended, however, by a Senate Bill signed by Governor Richards on June 16, 1991. As amended, the statute still prohibits the state from leasing oil and gas underlying land lying within a producing area, "unless the oil or gas is leased for the specific purpose of drilling a horizontal well." Accordingly, a lessee interested in leasing a state highway tract specifically for horizontal drilling may now negotiate a lease from the State, regardless of whether the tract is in a producing area. However, the adjoining mineral owner, or if the mineral owner has executed a lease, then the lessee of the adjoining mineral owner, must first be offered the right to lease that portion of the highway adjoining their tract. If the adjoining mineral owner or his lessee, if any, does not want to exercise the preferential right to lease, then a written waiver must be submitted to the General Land Office.

REQUIREMENT:

a. Determine if the adjoining landowners have leased their tracts. If so, then you should obtain and furnish for examination Waiver Letters from the appropriate lessees and submit same to the General Land Office. If not, then the Waiver Letters should be obtained from the adjoining landowners themselves.

b. Once you have obtained waiver letters, if applicable, obtain an oil, gas and mineral lease covering the Subject Property, executed by the State of Texas, acting through the General Land Office and the School Land Board, pursuant to Texas Natural Resources Code Section 31.001, et seq. In addition, obtain and submit a Supplemental Runsheet covering the Subject Property from March 1, 1993, at 12:00 noon, through the time such lease is filed of record.

4.

This Opinion does not cover any matter of conflict or discrepancy with respect to survey, area or boundary.

REQUIREMENT:

None, advisory only; however, if an opinion on these matters is desired, we should be furnished with a surveyor's plat and report for examination and further opinion.

5.

This Original Title Opinion is rendered solely and exclusively for the benefit of Union Pacific Resources Company and is not to be quoted in whole or in part, nor is it to be relied upon by any other person without the prior written consent of this firm.

REQUIREMENT:

None, advisory only.

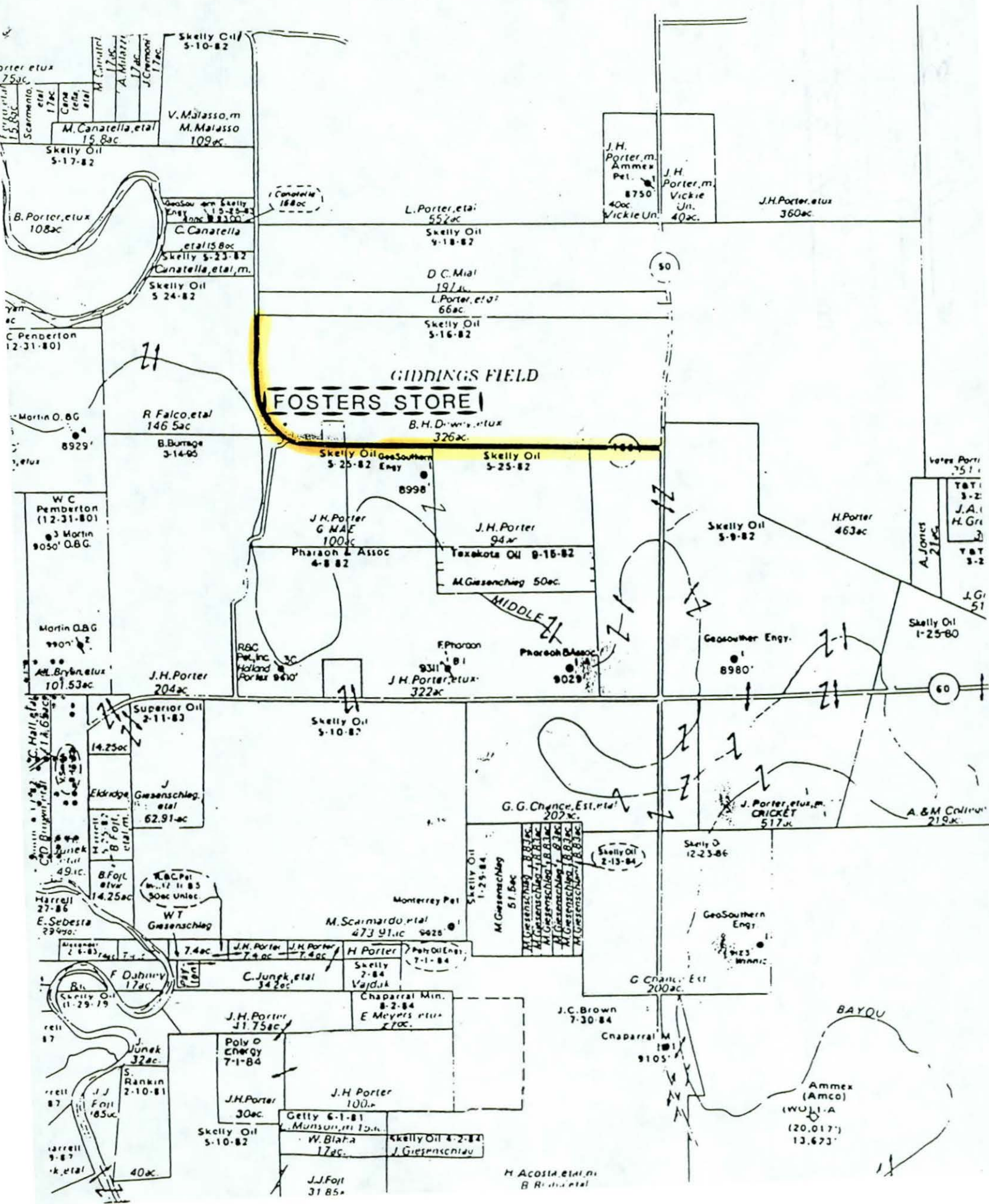
Very truly yours,

Jackson + Walker, L.L.P.

JACKSON & WALKER, L.L.P.

LLE:kmm

EXHIBIT B



MF

11-95813

Item

8 to

To

From

Bob Wall

Date

4-1-93

2000

JIM BURGIN & ASSOCIATES, INC.

Professionals In Land Services

P. O. Box 395

Fulshear, Texas 77441-0395

(713) 346-1584

(713) 346-2307 Fax

April 20, 1993

Texas General Land Office
Lease Administration Energy Resources
Attn: Drew Reid
1700 N. Congress Ave.
Austin, Texas 78701
(512) 475-1534

RE: Leasing State Highway
Right-of-Way Tract
Highway 166, Burleson County, Texas
Proposed Horizontal Well
Union Pacific Resources Company

Gentlemen:

Union Pacific Resources Company whose address is P.O. Box 7, Ft. Worth, Texas 76101 is proposing to drill a Horizontal Well located in the J. P. Coles Survey, Abstract No. 12, Burleson County, Texas. Union Pacific Resources Company has acquired four leases on three tracts of land which three tracts of land have FM 166 running between them. Union Pacific Resources Company horizontal lateral line will run under FM 166, which lateral line is shown approximately on the attached plat.

This letter will serve as application for Union Pacific Resources Company to lease the tract of land the State of Texas owns in the following described property:

4.37 acres of land, more or less, and being all that certain acreage contained within the boundaries of State Highway No. 166 and being the same land in a Deed dated March 10, 1949 from B. H. Dewey to The State of Texas and recorded in Volume 104, Page 491, of the Deed Records of Burleson County, Texas, and further described by metes and bounds in the Final Settlement of Cause No. 453, dated January 17, 1949 and styled The State of Texas vs. B. H. Dewey, Sr., appearing in the Civil Minutes of the County Court of Burleson County, Texas.

Please also be advised that Union Pacific Resources Company intends to drill a horizontal well under said FM 166, and is therefore asking that the requirement making a lease void if a well is capable of producing oil and/or gas in paying quantities was located within 2500 feet of the right-of-way on January 1, 1985 be waived.

Page 1



April 20, 1993
Attn: Drew Reid
Page 2

Pursuant to (Suggested Procedures For Leasing State Highway Right-of-Way Tracts Revised September 1991) please find attached the following instruments:

- 1) Title Opinion covering the 4.37 acres.
- 2) Plat showing 4.37 acres, Copy of Deed from B. H. Dewey to State of Texas and a copy of the Final Settlement Cause No. 453, State of Texas vs. B. H. Dewey, Sr.
- 3) Xerox copies of Certified leases covering the lands adjacent and contiguous to the roadway.
- 4) Outline showing Tract Numbers, acreage, Lessors Names, addresses, royalty and bonus paid.
- 5) Notarized affidavit of the royalty and bonus consideration paid to all lessors.
- 6) Two written waiver's of the statutory notice that applicant is entitled under paragraph II (b).
- 7) Check in the amount of \$100.00 payable to the Commissioner of the General Land Office for processing fee.

Thank you for your cooperation in this matter, and if you have any questions you can reach me at the La Quinta College Station, Texas, (409) 696-7777.

Yours very truly,

Stuart H. Speck

Stuart H. Speck
Authorized Representative
Union Pacific Resources Company

MF M-95313
Item Ltr
To _____
From Stewart Speck
Date 4-20-93

JIM BURGIN & ASSOCIATES, INC.

Professionals In Land Services

P. O. Box 395

Fulshear, Texas 77441-0395

(713) 346-1584

(713) 346-2307 Fax

June 14, 1993

Texas General Land Office
Lease Administration Energy Resources
Attn: Drew Reid
1700 N. Congress Ave.
Austin, Texas 78701
(512) 475-1534

RE: Leasing State Highway
Right-of-Way Tract
14.86 Acres
Highway 166, Burleson County, Texas
Proposed Horizontal Well
Union Pacific Resources Company

Dear Mr. Reid;

X3,016.58

92062200

Enclosed you will find a sight draft for the amount of \$ 3016.58 representing the bonus monies for the leasing of the 14.86 acres under Highway 166 Right-of-Way in Burleson County, Texas. As to our phone conversation the bonus money was \$200.00 per net mineral acre plus an administration fee. The original lease can be returned to us at the La Quinta College Station, 607 Texas Ave., College Station, Texas, 77840. If you have any question concerning this matter please give us a call at (409) 696-7777.

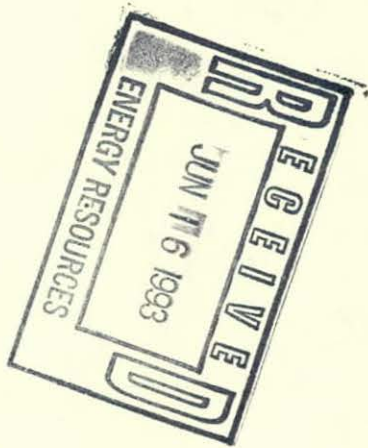
Yours very truly,

Stuart H. Speck

Stuart H. Speck
Authorized Representative
✓ Union Pacific Resources Company

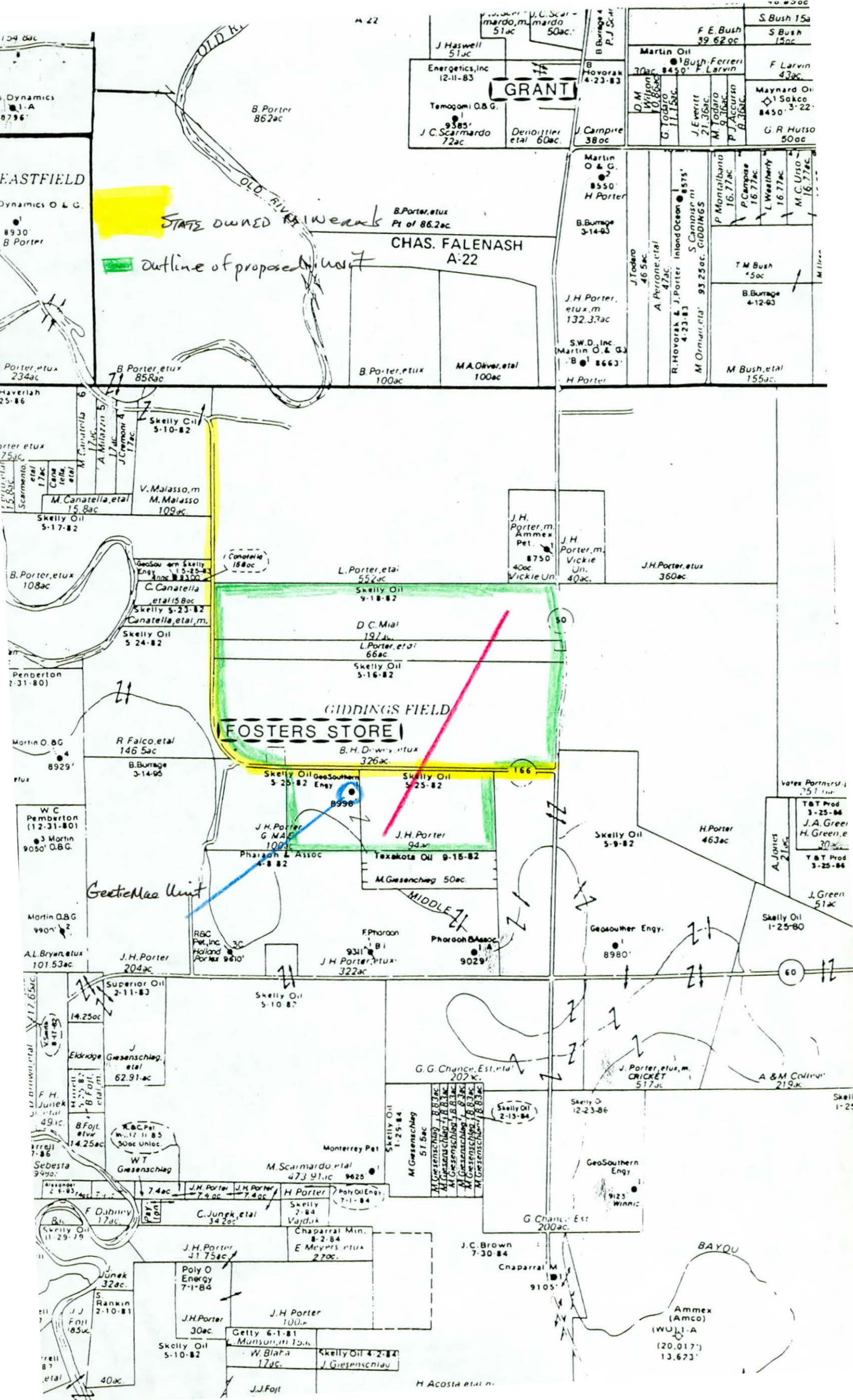
170





MF M-95313
Item Ltr
To _____
From Stewart Speck
Date 6-14-93

000000



Plugging Record

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONFORM W-3
Rev. 10/78

API NO. 42-051-32109 (if available)		1. RRC District 03	
FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING		4. RRC Lease or Id. Number 15819	
2. FIELD NAME (as per RRC Records) Giddings (Austin Chalk)		3. Lease Name Gertie Mac Unit	
6. OPERATOR GeoSouthern Energy Corp.		5. Well Number 1	
7. ADDRESS P. O. Box 95 Brenham, TX 77833		6a. Original Form W-1 Filed in Name of: GeoSouthern Energy Corp.	
8. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located		6b. Any Subsequent W-1's Filed in Name of:	
9a. SECTION, BLOCK, AND SURVEY John P. Coles Survey Abstract 12		9b. Distance and Direction from Nearest Town in this County 2.8 mi. N of Snook	
10. County Burleson		11. Date Drilling Permit Issued 01/27/82	
12. Permit Number 148792		13. Date Drilling Commenced 05/25/82	
14. Date Drilling Completed 06/14/82		15. Date Well Plugged 12/23/92	
16. Type Well (Oil, Gas, Dry) Oil		17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s	
18. If Gas, Amt. of Cond. on Hand at time of Plugging		GAS ID or OIL LEASE #	
Total Depth 8,998		OIL-O GAS-O	
WELL #			
CEMENTING TO PLUG AND ABANDON DATA:			
*19. Cementing Date			
20. Size of Hole or Pipe in which Plug Placed (inches)			
21. Depth to Bottom of Tubing or Drill Pipe (ft.)			
*22. Sacks of Cement Used (each plug)			
*23. Slurry Volume Pumped (cu.ft.)			
*24. Calculated Top of Plug (ft.)			
25. Measured Top of Plug (if tagged) (ft.)			
*26. Slurry Wt. #/Gal.			
*27. Type Cement			
28. CASING AND TUBING RECORD AFTER PLUGGING			
29. Was any Non-Drillable Material (Other than Casing) Left in This Well			
29a. If answer to above is "yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of Form if more space is needed.)			
30. LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS			
FROM 8,703 TO 8,830			
FROM TO			
FROM TO			
FROM TO			
FROM TO			
FROM TO			

I have knowledge that cementing operations, as reflected by information found on this form, were performed as indicated by such information.
 *Designates items to be completed by Cementing Company. Items not so designated shall be completed by Operator.

R. O. O.
 Signature of Cementer or Authorized Representative

Pacer-Atlas, Inc.
 Name of Cementing Company

CERTIFICATE:

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

REPRESENTATIVE OF COMPANY

TITLE

DATE

Phone

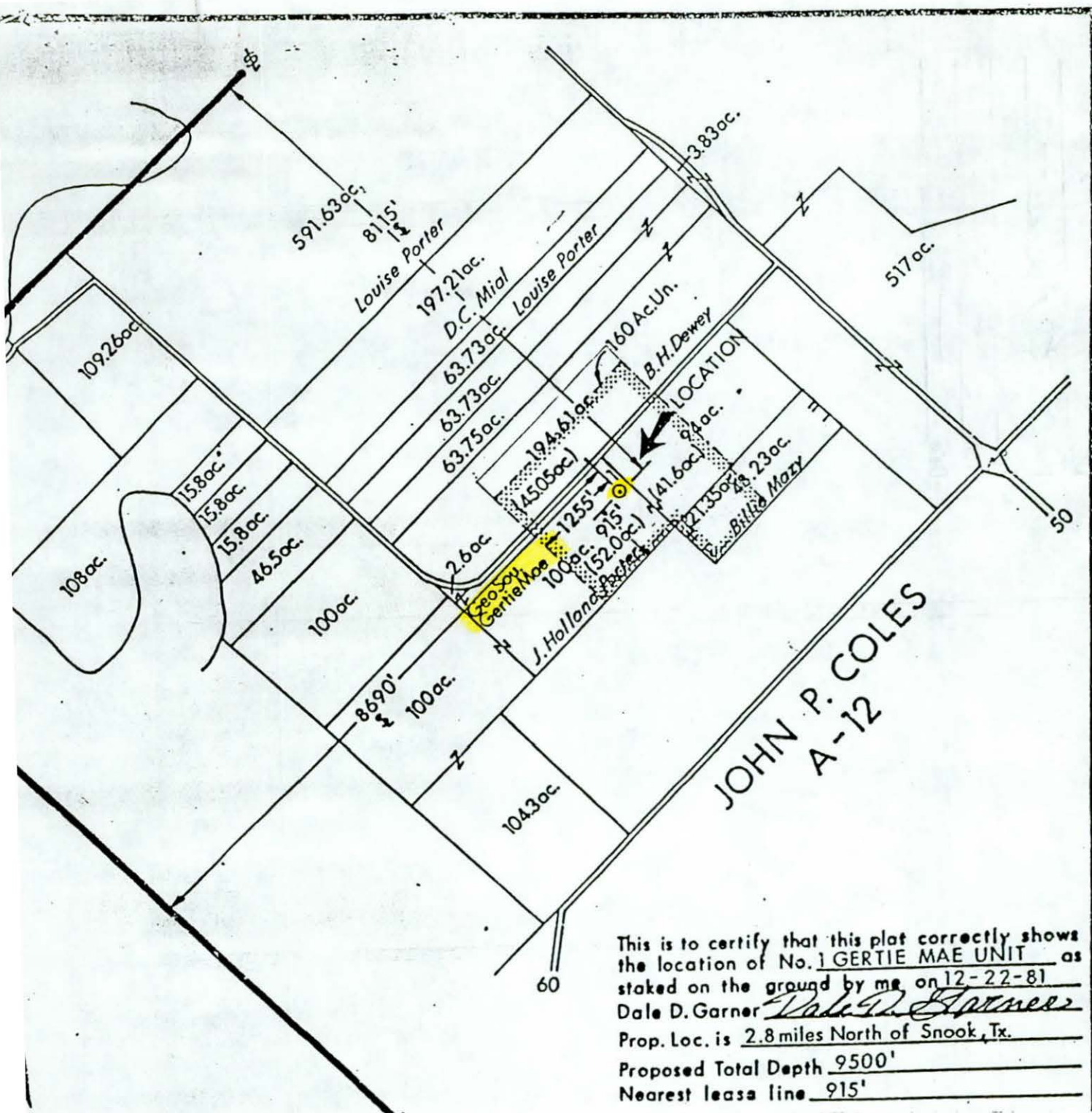
A/C

NUMBER

SIGNATURE: REPRESENTATIVE OF RAILROAD COMMISSION

31. Was Well filled with Mud--Laden Fluid, according to the regulations of the Railroad Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		32. How was Mud Applied? Circulated Bottom Up	33. Mud Weight 9.5 LB						
34. Total Depth 8,998 Depth of Deepest Fresh Water 4,100	Other Fresh Water Zones by T.D.W.R. TOP BOTTOM 525 1,550 900 4,100 3,375	35. Have all Abandoned Wells on this Lease been Plugged according to RRC rules? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 36. If NO, Explain							
37. Name and Address of Cementing or Service company who mixed and pumped cement plugs in this well Pacer-Atlas, Inc. #3 Lake Ridge Drive, Conroe, TX 77304		Date RRC District Office notified of plugging 12/22/92							
38. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases <table style="width:100%; border: none;"> <tr> <td style="width:50%;">H. B. Dewey, Jr.</td> <td style="width:50%;">J. Holland Porter</td> </tr> <tr> <td>Box 1347</td> <td>Rt. 2, Box 223</td> </tr> <tr> <td>Bryan, TX 77806</td> <td>Caldwell, TX 77836</td> </tr> </table>				H. B. Dewey, Jr.	J. Holland Porter	Box 1347	Rt. 2, Box 223	Bryan, TX 77806	Caldwell, TX 77836
H. B. Dewey, Jr.	J. Holland Porter								
Box 1347	Rt. 2, Box 223								
Bryan, TX 77806	Caldwell, TX 77836								
39. Was Notice Given Before Plugging to Each of the Above? Yes									
FILL IN BELOW FOR DRY HOLES ONLY									
40. For Dry Holes, this Form must be accompanied by either a Driller's, Electric, Radioactivity or Acoustical/Sonic Log or such Log must be released to a Commercial Log Service.									
<table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Log attached</td> <td><input type="checkbox"/> Log released to</td> <td colspan="2">Date</td> </tr> </table>				<input type="checkbox"/> Log attached	<input type="checkbox"/> Log released to	Date			
<input type="checkbox"/> Log attached	<input type="checkbox"/> Log released to	Date							
Type Logs: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Driller's</td> <td><input type="checkbox"/> Electric</td> <td><input type="checkbox"/> Radioactivity</td> <td><input type="checkbox"/> Acoustical/Sonic</td> </tr> </table>				<input type="checkbox"/> Driller's	<input type="checkbox"/> Electric	<input type="checkbox"/> Radioactivity	<input type="checkbox"/> Acoustical/Sonic		
<input type="checkbox"/> Driller's	<input type="checkbox"/> Electric	<input type="checkbox"/> Radioactivity	<input type="checkbox"/> Acoustical/Sonic						
41. Date FORM P-8 (Special Clearance Filed)?									
42. Amount of Oil Produced prior to Plugging _____ bbls* *File FORM P-1 (Oil Production Report) for month this oil was produced									
R R C USE ONLY									
Nearest Field _____									

REMARKS



This is to certify that this plat correctly shows
the location of No. 1 GERTIE MAE UNIT as
staked on the ground by me on 12-22-81
Dale D. Garner Dale D. Garner
Prop. Loc. is 2.8 miles North of Snook, Tx.
Proposed Total Depth 9500'
Nearest lease line 915'

88

MF 11-95313
Item St. Plat
To _____
From _____
Date 1 _____

AFFIDAVIT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared Raymond Gene Korkmas, whose address is P.O. Box 269, Flint, Texas 75762, known to me to be a credible person above the age of 21, not incapacitated in any way, who by me being duly sworn, deposes and says, to-wit:

" My name is Raymond Gene Korkmas." I am an Independent Lease Broker and have been sub-contracted by Union Pacific Resources Company. I have been involved in the Oil and Gas Leasing activities in the J. P. Coles Survey, Abstract No. 12, Burleson County, Texas and I am thoroughly familiar with the royalty, consideration and/or bonus monies paid for the following described Oil, Gas and Mineral Leases.

Memorandum of Oil and Gas Lease dated January 13, 1993 from Estelle S. Dewey, a widow, to UNION PACIFIC RESOURCES COMPANY covering 321.70 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 212, Page 171 of the Oil and Gas Records of Burleson County, Texas. That affiant remembers the consideration paid for this lease, which was a bonus of \$150.00 per mineral acre and provided for a 1/5 royalty.

Memorandum of Oil and Gas Lease dated January 13, 1993 from Margaret D. Betzel, dealing in her separate property to UNION PACIFIC RESOURCES COMPANY covering 321.70 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 212, Page 174 of the Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$150.00 per mineral acre and provided for a 1/5 royalty.

Memorandum of Oil and Gas Lease dated January 8, 1993 from J. Holland Porter, a married man dealing in his separate property to UNION PACIFIC RESOURCES COMPANY covering 146.0 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 212, Page 179 of the Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$150.00 per mineral acre and provided for a 1/5 royalty.

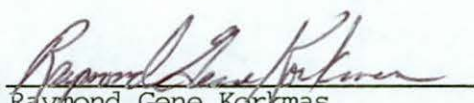
Memorandum of Oil and Gas Lease dated September 5, 1990 from John R. Giesenschlag and wife, Connie Giesenschlag to Texaco Producing Inc. covering 160.014 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 175, Page 320 of the Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$200.00 per mineral acre and provided for a 1/5 royalty.

Memorandum of Oil and Gas Lease dated September 5, 1990 from Marion C. Falco and wife, Pansy Falco to Texaco Producing Inc. covering 146.5 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 175, Page 319 of Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$200.00 per mineral acre and provided for a 1/5 royalty.

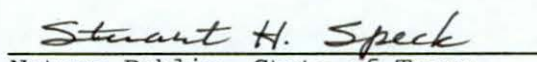
Oil, Gas and Mineral Lease dated September 12, 1990 from J. Holland Porter, a married man dealing in his separate property to Johnny R. Lee covering 311.13 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and recorded in Volume 173, Page 329 of the Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$150.00 per net mineral acre and provided for a 1/5 royalty.

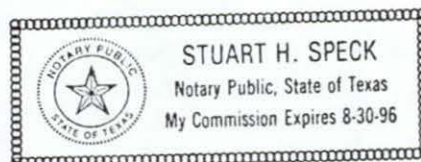
Oil, Gas and Mineral Lease dated January 11, 1990 from J. Holland Porter and wife, Margaret Porter to Gene Catlett covering 514.9983 acres in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and recorded in Volume 160, Page 707 of the Oil and Gas Records of Burleson County, Texas. The affiant remembers the consideration paid for this lease, which was a bonus of \$150.00 per net mineral acre and provided for a 1/6 royalty.

And further affiant sayeth not:


Raymond Gene Korkmas

SUBSCRIBED AND SWORN TO THIS 16th DAY OF APRIL, 1993.


Notary Public, State of Texas




ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BRAZOS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16nd DAY OF APRIL, 1993.


Notary Public, State of Texas



STATE HIGHWAY LEASING PROJECT
HIGHWAY F M 166
BURLESON COUNTY, TEXAS

ACREAGE/NAME/ADDRESS MINERAL OWNERS	BONUS	ROYALTY	AFFIDAVIT SHOWING BONUS
--	-------	---------	-------------------------------

TRACT 1: 146.0 acres

\$150.00

1/5

One

J. Holland Porter, a married
man dealing in his separate
property
Route 2, Box 223
Caldwell, Texas 77836

Tract 1 is under Lease to Union
Pacific Resources Company

Waiver
Attached

TRACT 2: 321.7 acres

Und 1/2 interest
Margaret D. Betzel
977 Liawen Court North East
Atlanta, Georgia 30329

\$150.00

1/5

One

Und 1/2 interest
Estelle S. Dewey
114 Granada
Universal City, Texas 78148

\$150.00

1/5

One

Tract 2 is covered by two leases owned by
Union Pacific Resources Company

Waiver
Attached

TRACT 3: 514.9983 acres

J. Holland Porter
Route 2, Box 223
Caldwell, Texas 77836

\$150.00

1/6

One

Tract 3 is under lease to Union Pacific
Resources Company

Waiver
Attached

TRACT 4: 311.13 acres

J. Holland Porter
Route 2, Box 223
Caldwell, Texas 77836

\$150.00

1/5

One

Tract 4 is under lease to Texaco
Exploration and Production, Inc.

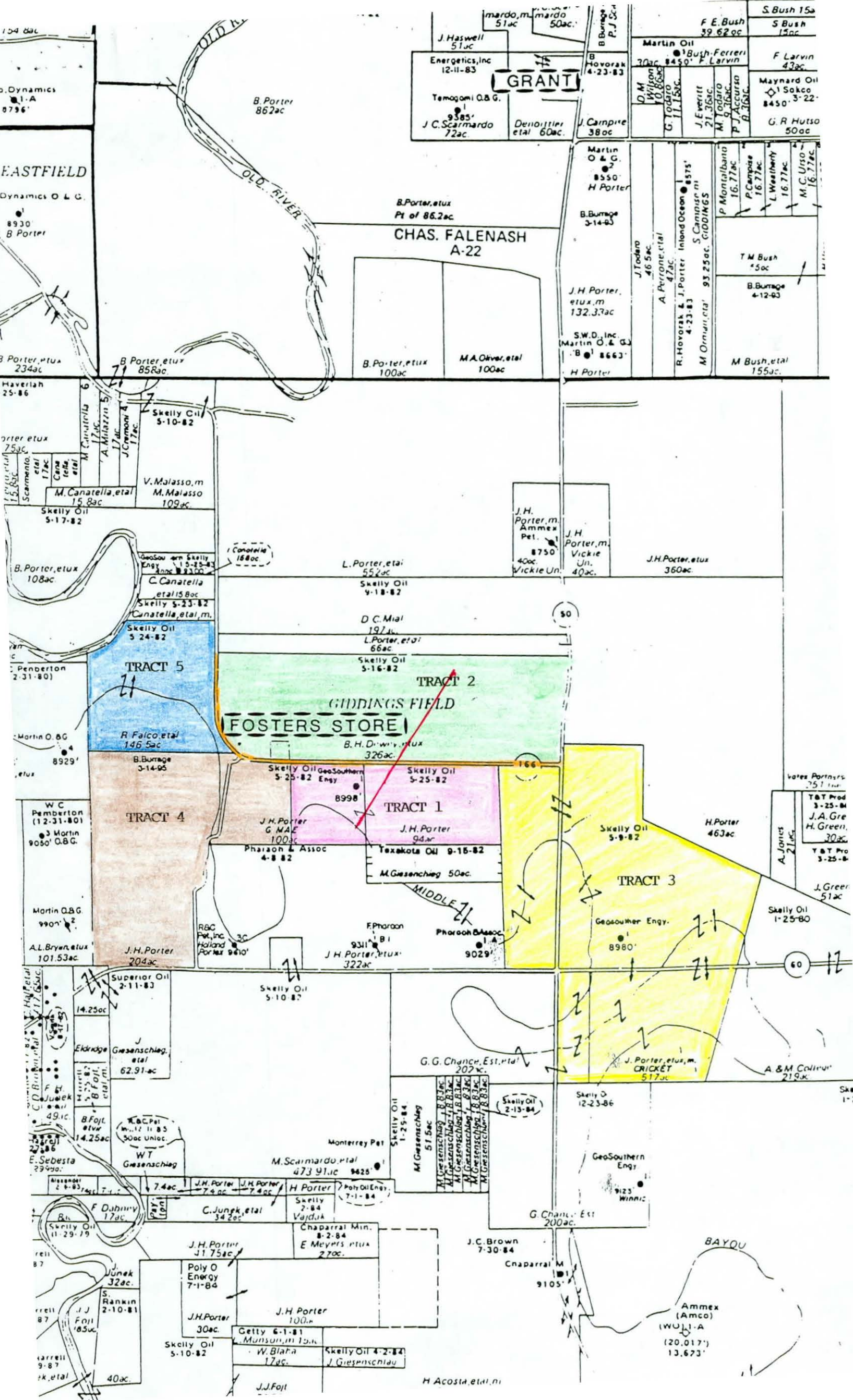
Waiver
Attached

ACREAGE/NAME/ADDRESS	BONUS	ROYALTY	AFFIDAVIT SHOWING BONUS
----------------------	-------	---------	-------------------------------

TRACT 5: 146.5 acres

Marion C. Falco Route 2, Box 225-A Caldwell, Texas 77836	\$200.00	1/5	One
John R. Giesenschlag Route 2, Box 273-A Caldwell, Texas 77836	\$200.00	1/5	One

Tract 5 is under lease to Texaco Exploration and Production, Inc.			Waiver Attached
--	--	--	--------------------



MF M-95313
Item Affidavit
To _____
From _____
Date 4-21-93

4530

WAIVER

THAT UNION PACIFIC RESOURCES COMPANY is the current owner of Oil, Gas and Mineral Leases adjacent to the Right-of-Way F.M. 166 located in Burleson County, Texas, which Right-of-Way is owned by the State of Texas by and through the State Highway Commission, which leases are listed hereunder:

Memorandum of Oil and Gas Lease dated January 13, 1993 from Estelle S. Dewey, a widow, to UNION PACIFIC RESOURCES COMPANY covering **321.70 acres** in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 212, Page 171 of the Oil and Gas Records of Burleson County, Texas.

Memorandum of Oil and Gas Lease dated January 13, 1993 from Margaret D. Betzel, dealing in her separate property to UNION PACIFIC RESOURCES COMPANY covering **321.70 acres** in the John P. Coles Survey, Abstract No. 12, Burleson County, Texas and being recorded in Volume 212, Page 174 of the Oil and Gas Records of Burleson County, Texas.

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Oil, Gas and Mineral Lease dated January 11, 1990 from J. Holland Porter and wife, Margaret Porter to Gene Catlett covering **514.9983 acres** in John P. Coles Survey, Abstract No. 12, Burleson County, Texas and recorded in Volume 160, Page 707 of the Oil and Gas Records of Burleson County, Texas.

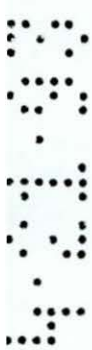
UNDER paragraph III (b) in Highway Leasing Procedures, each adjoining mineral (working interest) owners must receive notice of the proposed leasing of the right-of-way tract.

THEREFORE, the undersigned, as a Authorized Agent for UNION PACIFIC RESOURCES COMPANY, hereby waives the right of notification under this requirement.

Stuart H. Speck

Stuart H. Speck
Authorized Agent for UNION PACIFIC
RESOURCES COMPANY

DATE: APRIL 20, 1993



WAIVER

THE STATE OF TEXAS

COUNTY OF BURLESON

THAT TEXACO EXPLORATION AND PRODUCTION INC. is the current owner of Oil, Gas and Mineral Leases adjacent to the Right-of-Way F.M. 166 located in Burleson County, Texas which Right-of-Way is owned by the State of Texas by and through the State Highway Commission, which leases are listed hereunder:

Memorandum of Oil, Gas and Mineral Lease dated September 5, 1990 from Marion C. Falco and wife, Pansy Falco, Lessors, to Texaco Producing Inc., Lessee covering 146.5 acres in the John P. Coles Survey, A-12, Burleson County, Texas and being recorded in Volume 175, Page 319 of the Oil and Gas Records of Burleson County, Texas.

Memorandum of Oil, Gas and Mineral Lease dated September 5, 1990 from John R. Giesenschlag and wife, Connie Giesenschlag, Lessors, to Texaco Producing, Inc., Lessee covering 160.014 acres in the John P. Coles Survey, A-12, Burleson County, Texas and being recorded in Volume 175, Pge 320 of the Oil and Gas Records of Burleson County, Texas.

Oil, Gas and Mineral Lease dated September 12, 1990 from J. Holland Porter, Lessor, to Johnny R. Lee, Lessee covering 311.13 acres in the John P. Coles Survey, A-12, Burleson County, Texas and being recorded in Volume 173, Page 329 of the Oil and Gas Records of Burleson County, Texas.

UNDER paragraph III (b) in Highway Leasing Procedures, each adjoining Mineral (working interest) owners must receive notice of the proposed leasing of the right-of-way tract.

THEREFORE, the undersigned, TEXACO EXPLORATION AND PRODUCTION INC., hereby waiver the right of notification under this requirement.

UNDER paragraph IV (g) in Highway leasing procedures, the undersigned, TEXACO EXPLORATION AND PRODUCTION, INC., hereby waives the preferential right to lease the adjacent right-of-way.

TEXACO EXPLORATION AND PRODUCTION INC.

BY: D. J. Webre
D. J. WEBRE, ATTORNEY-IN-FACT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, a Notary Public in and for said County/Parish and State, on this day personally appeared D.J. WEBRE ATTORNEY IN FACT for Texaco Exploration and Production Inc. a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 1993.

Gerianne P. Augustin
NOTARY PUBLIC IN AND FOR THE PARISH
ORLEANS STATE OF LOUISIANA

GERIANNE P. AUGUSTIN

Notary Public, Parish of Orleans, State of La.

My Commission is issued for life.

10- (2)

MF M-95313
Item Wain
To _____
From _____
Date 4-21-93



Vol 104 Page 491

DEED

B. H. DEWEY, SR. TO THE STATE OF TEXAS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

That I, B. H. Dewey, of the County of Brazos State of Texas for and in consideration of the sum of One (1) Dollar and other valuable considerations, to me in hand paid by The State of Texas as follows:

all in cash, and in full and final settlement of cause No. 453 on the docket of the County Court of Burleson County, Texas, styled, The State of Texas, vs. B. H. Dewey, Sr. have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said The State of Texas/^{all}my right, title & interest in that certain tract, lot or parcel of land lying and being situated in Burleson County, Texas, and being a tract of four and 37/100 acres of land (4.37) lying and being situated in the _____ Survey, in said county, lying contiguous to my tract of land in said survey, the tract hereby conveyed being fully described by metes and bounds in the judgment entered in the above numbered and entitled cause on the 17th day of January, 1949, and appearing of record in the Civil Minutes of the County Court of Burleson County, Texas, which is referred to for all 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 State of Texas, its successors and assigns forever and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said State of Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Bryan, Texas this 10th day of March, 1949.

B. H. Dewey

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of March, A. D. 1949.

(L.S.)

Jno. M. Barron
Notary Public in and for Brazos County, Texas

Filed for Record May 6, 1949 at 8:30 o'clock A. M.

And Recorded May 6, 1949 at 8:45 o'clock A. M.

John J. Toupal

By John J. Toupal Deputy

County Clerk

DEED

DOROTHY FAY McWHORTER TO E. A. HAIRGROVE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT I, DOROTHY FAY McWHORTER, a feme sole, formerly DOROTHY FAY HAIRGROVE, of Harris County, Texas, hereinafter styled Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to me in hand paid by my former husband E. A. HAIRGROVE including my share of the community property received by me under and by virtue of our property settlement and separation agreement, made on or about March 21, 1949, and made in contemplation of permanent separation and divorce, which divorce was granted on or about April 25th. A. D., 1949, by the Honorable 11th Judicial District Court of Harris County, Texas, being cause No. A-364,752, on the docket thereof, wherein DOROTHY FAY HAIRGROVE was plaintiff, and E. A. HAIRGROVE was defendant, and plaintiff's former maiden surname McWHORTER, was restored to her as her legal name, as in said Decree had and provided, the receipt of my share of said community property and other valuable consideration, in consideration whereof, is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said E. A. HAIRGROVE of Harris and Burleson Counties, State of Texas, as his separate property and estate, all those certain tracts or parcels of land, as hereinafter described, as TRACT ONE and TRACT TWO. lying and being situated in BURLESON COUNTY, Texas, to-wit:

NO. 453

THE STATE OF TEXAS

VS.

B. H. DEWEY, SR.

IN THE COUNTY COURT OF BURLESON

COUNTY, TEXAS.

On this the 17th day of January, 1949, in the above matter, came on to be considered the decision of the special commissioners therein filed with the county judge of Burleson County, Texas, on the 13th day of December, 1948, and it appearing to the court that in pursuance of a certain statement filed with the judge of this court by the State of Texas, acting by and through the commissioners' court of Burleson County, Texas, petitioner on the 3rd day of December, 1948, wherein, upon the facts alleged, it prayed for condemnation of the following described right of way, and that, upon consideration of such statement, and forthwith upon its filing, to wit, on the 3rd day of December, 1948, the said judge appointed Hugh Cherry, D. L. Alford, Sr., and James P. Ries, three disinterested freeholders of Burleson County, as special commissioners to assess the damages, that such commissioners met, took the oath required by law, appointed a date and time for hearing such parties, gave and caused to be served notice thereof as required by law, and, after due hearing, made their decision of the following wording, all of the matters, recitations and findings in which decision are in this judgment found to be regular, to wit: On this the 13th day of December, A. D. 1948, came on for hearing before the undersigned, Hugh Cherry, D. L. Alford, Sr., and James P. Ries, Special Commissioners and disinterested freeholders of Burleson County, Texas, and duly appointed by the County Judge of Burleson County, Texas, to assess the damages accruing to B. H. Dewey, Sr. and the Federal Land Bank of Houston, Texas, by reason of the condemnation and taking of right of way fully described in Petitioner's petition on file herein, which land is owned by said B. H. Dewey, Sr. defendant(s) herein, and all parties having been duly notified of the time and place of meeting as by law required, and all parties appearing in person and

by their attorneys, and after fully hearing said parties at the time and place of appointment, and all the evidence as to the damages which will be sustained by said Defendant(s) by reason of such condemnation, we assess said damages in the sum of None (\$None), and the said Burleson County, Texas shall pay all costs of this proceeding, which decision, together with all other papers connected with the proceeding were by said commissioners filed with said judge on the 13th day of December, 1948;

And objections having been filed to such decision of said commissioners, within the time prescribed by law with said judge by B. H. Dewey, Sr., and the adverse party having been cited and having appeared and such cause having been tried, a jury being demanded, whereupon came a jury of six (6) good and lawful men, to wit, Ben Telg and five (5) others, who being duly impaneled and sworn, and after hearing the pleadings, evidence, charge of the court and argument of counsel, retired to consider of their verdict, and this cause having been submitted to the jury upon special issues, and after having duly considered said special issues, returned into open court with said special issues and their answer thereto, the said special issues submitted to the jury by the court and their answers thereto being as follows, to wit:

SPECIAL ISSUE NO. 1

From a preponderance of the evidence what do you find was the market value of the 4.37 acres of land condemned by the State for highway purposes at the time it was condemned, considered as severed land? Answer in dollars and cents as you may find.

\$ 100._____

SPECIAL ISSUE NO. 2

From a preponderance of the evidence what is the damage done to the fence surrounding the defendant's property, if any, which was removed by the plaintiff in the construction of the road in question? Answer in dollars and cents as you may find.

\$ 150._____

SPECIAL ISSUE NO. 3

From a preponderance of the evidence what is the damage done to the chimneys of each of the four (4) houses removed by plaintiff in the construction of the highway in question? Answer in dollars and cents as you may find.

\$50.

SPECIAL ISSUE NO. 4

Excluding any increase or decrease in value, if any, considered by reason of benefits or injuries received by defendant in common with the community generally, what sum do you find from the preponderance of the evidence to be the enhanced value, if any, accruing peculiarly to the defendant by reason of taking his land for state highway purposes? Answer in dollars and cents as you may find.

\$200.

Signed: Ben Telg

Foreman

And it appearing to the Court from the answers of the jury to said special issues and from the evidence herein that the material allegations in plaintiff's petition are true and that such property should be condemned as prayed for by petitioner, and that such owner, hereinafter called defendant, should recover of the petitioner One Hundred (\$100.00) Dollars damages and that Burleson County should pay all the cost of these proceedings; it is accordingly ordered, adjudged and decreed that the said B. H. Dewey, Sr. do have and recover of the petitioner One Hundred (\$100.00) Dollars damages, and it is hereby further made the judgment of this Court that the State of Texas, petitioner, do have and recover from B. H. Dewey, Sr., defendant, the right of way as prayed for in petitioner's petition as filed herein, in and upon the said land of defendant, described and designated as follows; to wit:

Beginning at a point in the Right of Way line of F. M. Highway 50, said point being 30 feet N 45° - 58' W of station 0 / 50 on proposed F. M. Highway 166 and also being the Southeast corner of B. H. Dewey, Sr. property.

Thence in a southwesterly direction along the fence line approximately 30' from the centerline of proposed F. M. Highway 166 for a distance of 756.1 feet to a point 30 feet from and at right angles to the center line of proposed F. M. Highway 166 and the beginning of a 3° curve to the right,

Thence south west along said fence line, around said 3° curve to the right for a distance of 211.1 feet to a point approximately 29 feet from and at right angles to the center line of said highway to the end of said curve,

Thence south west along said fence line for a distance of 90.2 feet to the beginning of a 3° curve to the left, said point being approximately 29 feet to the right of station 11 / 07.4,

Thence, south west along said fence line around said 3° curve for a distance of 206.1 feet to a point approximately 24 feet to the right of station 13 / 13.5,

Thence, south west along said fence line for a distance of 1686.5 feet to a point 22 feet to the right of station 30 / 00, said point being at a 0° -22' angle to the right,

Thence, south west along said fence line for a distance of 900 feet to a point approximately 23 feet to the right of station 39 / 00, same point being at a 0° -34' angle to the left.

Thence, south west along said fence line for a distance of 2247.5 feet to a point approximately 23 feet from the center line of proposed Highway at right angles from Station 61 / 47.5, said point being at the beginning of a 18° -0' curve to the right,

Thence, south west along said fence line crossing said proposed F. M. Highway 166 center line at Station 62 / 57, for a distance of 271.1 feet to a point approximately 23 feet south of station 63 / 12 on proposed highway,

Thence, N 88° - 38' W along the said fence line for a distance of 106.6 feet to a point approximately 7 feet to the left of station 64 / 18.6, said point being the end of said 18° curve to the right,

Thence, in a northwesterly direction along the said fence line for a distance of 371.8 feet to a point approximately 11 feet left of station 67 / 90.4 on said Highway 166, said point being the beginning of a 7° curve to the right,

Thence, north west along said fence line crossing the center line of proposed F. M. Highway 166 at Station 68 / 73 for a distance of 593.3 feet to a point approximately 42 feet to the right of said center line of said proposed F. M. Highway 166, said point being the end of said 7° curve to the right,

Thence, in a northwesterly direction along the said fence line for a distance of 739.3 feet to a point approximately 31 feet to the right at right angles to the center line of proposed Highway at Station 81 / 23, said point also being in the dividing line between the said B. H. Dewey, Sr. property and Marvin Porter property,

Thence, in a northeasterly direction along the dividing line between the said B. H. Dewey, Sr. property and Marvin Porter property for a distance of approximately 9 feet to a point 40 feet from the center line and at right angles to the proposed F. M. Highway at said highway station 81 / 23,

Thence, S 46° -49' E along a line 40 feet from and parallel to the center line of the proposed F. M. Highway 166 for a distance of 739.3 feet to a point at the end of a 7° curve to the right, said point being at highway station 73 / 83.7,

Thence, in a southeasterly direction 40 feet from and parallel to the center line of proposed highway around said 7° curve for a distance of 568.2 feet to the beginning of said 7° curve, same being at station 67 / 90.4,

Thence, S 88° -38' E along a line 40 feet from and parallel to the center line of proposed F. M. Highway 166 for a distance of 371.8 feet to the end of a 18° curve to the right, end of said curve being

at station 64 / 18.6,

Thence, in an easterly direction around said 18° curve 40 feet from and parallel to the said center line of proposed Highway for a distance of 237 feet to the beginning of said curve, same being at Highway station 61 / 47.5,

Thence, N 42°-34' E along a line 40 feet from and parallel to the center line of said Highway for a distance of 2247.5 feet to a point at highway station 39 / 00, said point being also at a 0°-34' angle,

Thence, N 42°-68' E along a line and parallel to the center line of proposed F. M. Highway 166, for a distance of 900 feet to a 0°-22' angle, said angle being at highway station 30 / 00,

Thence, N 42°-46' E along a line 40 feet from and parallel to the center line of proposed Highway for a distance of 1686.5 feet to the end of a 3° curve to the left, end of said curve being at highway station 13 / 13.5,

Thence, north east around said 3° curve to the left along a line 40 feet from and parallel to the center line of proposed highway for a distance of 201.8 feet to the beginning of the said 3° curve at highway station 11 / 07.4,

Thence, N 48°-57' E along a line 40 feet from and parallel to the center line of proposed highway for a distance of 90.2 feet to the end of a 3° curve to the right, end of said curve being at station 10 / 17.2,

Thence, in a Northeasterly direction around said 3° curve to the right, 40 feet from and parallel to the center line of said proposed highway for a distance of 206.6 feet, the beginning of said 3° curve. The beginning of said 3° curve being at highway station 8 / 06.1,

Thence, N 42° - 37' E for a distance of 716.1 feet along a line 40 feet from and parallel to the center line of proposed Highway to a point 40 feet from Right-of-Way line on F. M. Highway No. 50,

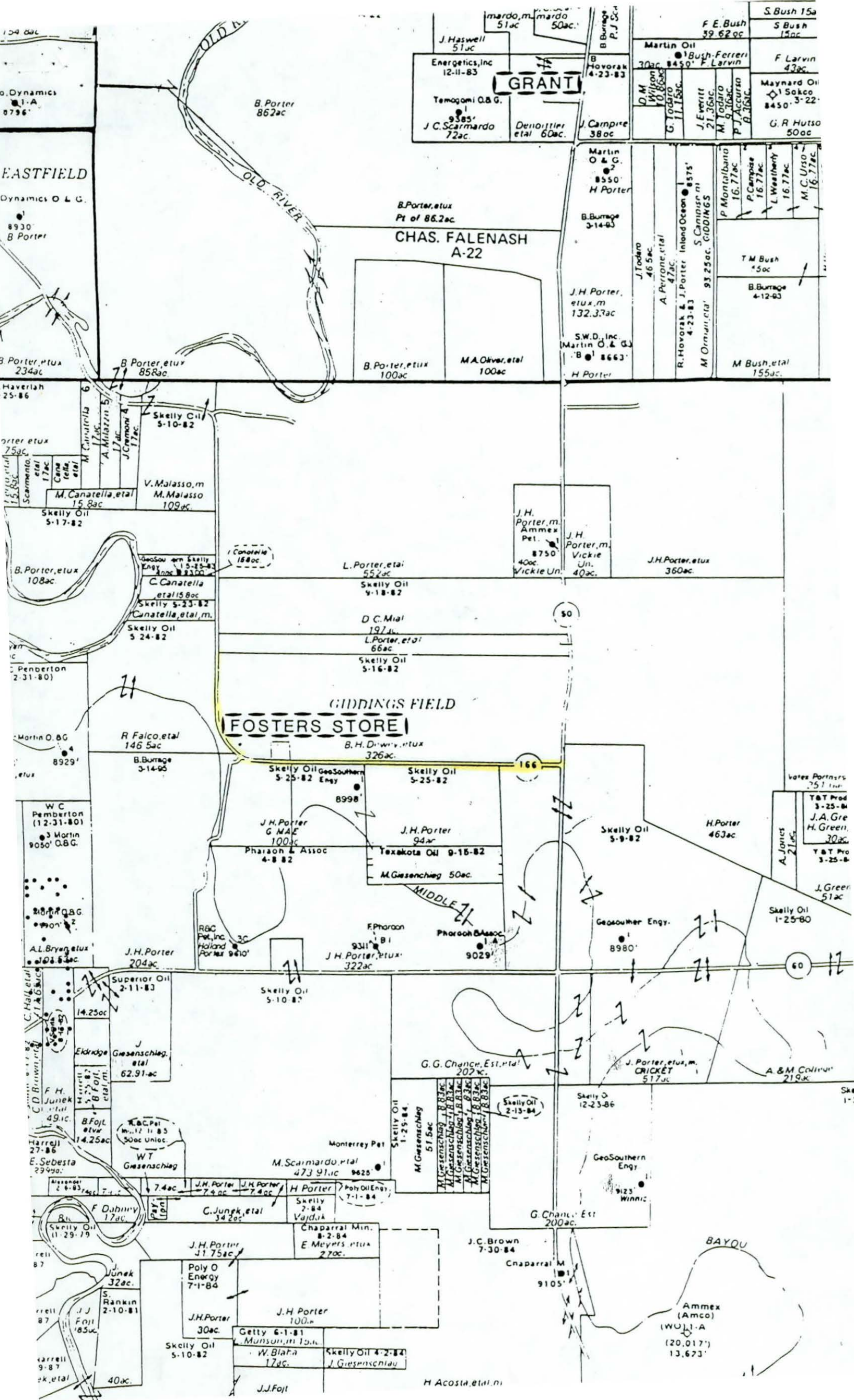
Thence, N 20°-23' W for a distance of 56.6 feet to a point in the Right-of-Way line on F. M. Highway 50, said point being 80 feet from center line and at right angles at station 0 / 50 on proposed F. M. Highway 166,

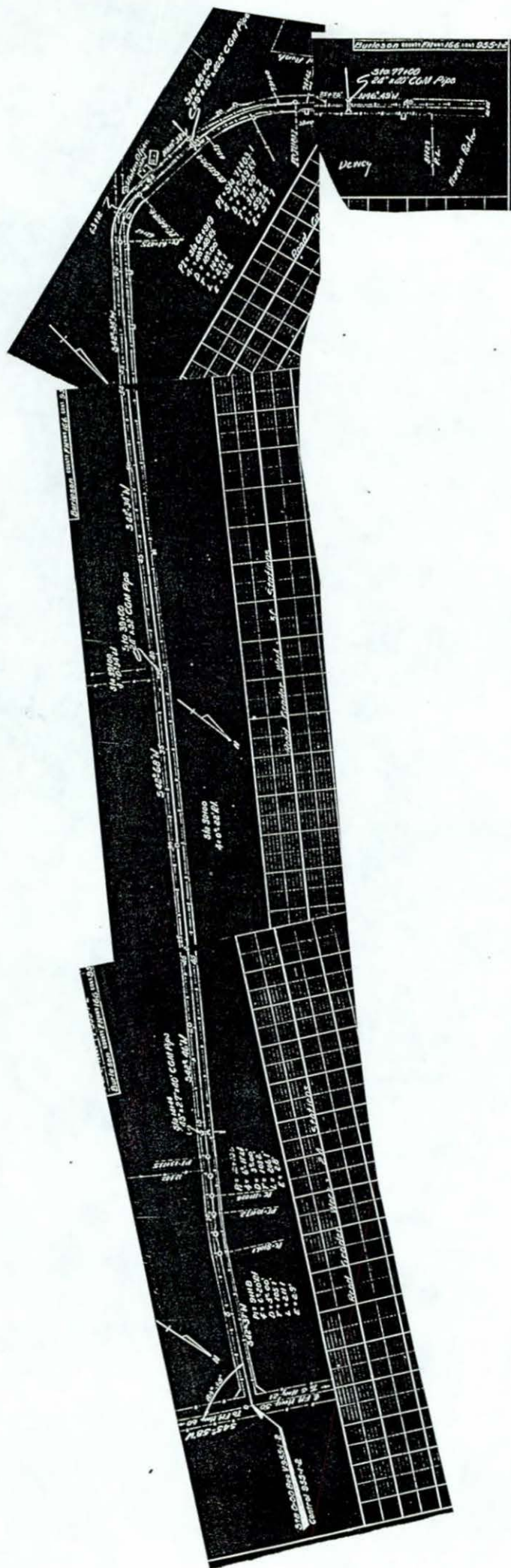
Thence, S 45°-58' E along Right-of-Way line on F. M. Highway 50, for a distance of 50 feet, to the place of beginning, containing 4.37 acres of land, more or less.

~~And that the same is hereby decreed to and vested in said~~
petitioner; that B. H. Dewey, Sr., defendant, do have and recover of Burleson County One Hundred (\$100.00) Dollars as damages for such right of way, and that Burleson County pay all cost of these proceedings and of this Court, for which damages and costs, let execution issue, and for which right of way let writ of possession issue upon the payment by said petitioner to said defendant of such damages and the costs expended in this behalf.

And it further appears to the Court that the defendant, The Federal Land Bank of Houston, is now the owner and holder of a first lien upon the land involved in this condemnation suit as described aforesaid and as alleged in the answer of the defendant, The Federal Land Bank of Houston, on file herein; therefore it is accordingly ordered, adjudged and decreed that the damages awarded herein to the owner, B. H. Dewey, Sr. be paid to him as such, jointly with The Federal Land Bank of Houston as first lienholder in and upon the land herein described.

Edward E. Bravener
Judge Presiding.





11.

MF M-95313
Item A.R.O., Co.
To _____
From _____
Date 4-21-53

203

MEMORANDUM OF OIL AND GAS LEASE

864

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

That Estelle S. Dewey, a widow, (herein referred to as "Lessor") whose address is 114 Granada Drive, Universal City, Texas 78148, and UNION PACIFIC RESOURCES COMPANY, whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil, Gas and Mineral Lease, dated January 13th, 1993, (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the other terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purposes thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Burleson County, Texas, described to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 321.70 acres of land, more or less.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of one (1) year from and after the date thereof, and as long thereafter as oil/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities, or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein. The original executed lease is in the possession of Lessee in their office whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil and Gas Lease.

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 1993.

LESSOR:

Estelle S. Dewey
Estelle S. Dewey, a widow

VOL 212-171

171

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the February day
of 22nd, 1993, by Estelle S. Dewey, a widow.



Linda M. Tidale
Notary Public in and for the
State of Texas

Handwritten initials

EXHIBIT "A"

EXHIBIT "A" attached hereto and made a part hereof that certain Memorandum of Oil, Gas and Mineral Lease, dated January 13th, 1993, between Estelle S. Dewey, a widow, as Lessor, and UNION PACIFIC RESOURCES COMPANY, as Lessee.

Being 321.70 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, described as Tract One, Tract Two and Tract Three as follows;

Tract One: 194.61 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being all that certain 197.21 acres of land, more or less, the same land described as First Tract in a Partition Deed between Millard Mial, et al and B.H. Dewey, et al, dated December 19th, 1932, recorded in Volume 76, Page 167, of the Deed Records of Burleson County, Texas; **LESS AND EXCEPT:** 2.6 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described in a Deed from B.H. Dewey and wife, Esther Dewey to J. Earl Porter, recorded in Volume 86, Page 376, of the Deed Records of Burleson County, Texas.

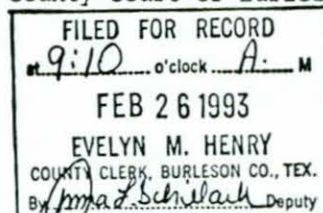
Tract Two: 65.73 acres of land, more or less, being a part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described in a Deed from Edwina Mial Dewey and Leila P. Dewey, a widow, to B.H. Dewey, dated March 12th, 1951, recorded in Volume 108, Page 598, of the Deed Records of Burleson County, Texas.

Tract Three: 65.73 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described as Second Tract in a Partition Deed between Millard Mial, et al and B.H. Dewey, et al, dated December 19th, 1932, and recorded in Volume 76, Page 167, of the Deed Records of Burleson County, Texas.

LESS AND EXCEPT: 4.37 acres of land, more or less, being all that certain acreage contained within the boundaries of State Highway # 166, and being the same land described in a Deed from B.H. Dewey to the State of Texas, dated March 10th, 1949, and recorded in Volume 104, Page 491, of the Deed Records of Burleson County, Texas, and further described by metes and bounds in the final settlement of Cause No. 453, dated January 17th, 1949, and styled The State of Texas versus B.H. Dewey, Sr., appearing in the Civil Minutes of the County Court of Burleson, State of Texas.

SIGN FOR IDENTIFICATION:

Estelle S. Dewey
Estelle S. Dewey, a widow



THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF February, 1993, AT 9:10 O'CLOCK A. M., AND DULY RECORDED March 8, 1993 IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 212, PAGE 171-173.

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

Marion A. Smith EVELYN M. HENRY
DEPUTY COUNTY CLERK, BURLESON COUNTY, TEXAS

VOL 212-173

guk

STATE OF TEXAS }
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 212, Page 171-173, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 11th day of March, A.D. 19 93.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY Marcella Langette
Deputy



MEMORANDUM OF OIL AND GAS LEASE

865

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

That Margaret D. Betzel, dealing in her separate property, (herein referred to as "Lessor") whose address is 977 Liawen Court North East, Atlanta, Georgia 30329-4119, and UNION PACIFIC RESOURCES COMPANY, whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil, Gas and Mineral Lease, dated January 13th, 1993, (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the other terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purposes thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Burleson County, Texas, described to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 321.70 acres of land, more or less.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of one (1) year from and after the date thereof, and as long thereafter as oil/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities, or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein. The original executed lease is in the possession of Lessee in their office whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil and Gas Lease.

IN WITNESS WHEREOF, this instrument is executed this 13th day of January, 1993.

LESSOR:

Margaret D. Betzel
Margaret D. Betzel, dealing in
her separate property

Margaret D. Betzel

SDW

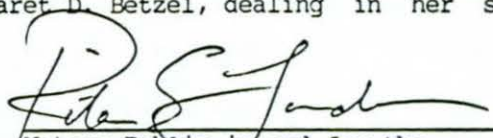
VOL 212-174

174

STATE OF Georgia
COUNTY OF DeKalb

This instrument was acknowledged before me on the 22 day
of February, 1993, by Margaret D. Betzel, dealing in her separate
property.




Notary Public in and for the
State of Georgia

Notary Public, DeKalb County, Georgia
My Commission Expires July 25, 1994

EXHIBIT "A"

EXHIBIT "A" attached hereto and made a part hereof that certain Memorandum of Oil, Gas and Mineral Lease, dated January 13th, 1993, between Margaret D. Betzel, dealing in her separate property, as Lessor, and UNION PACIFIC RESOURCES COMPANY, as Lessee.

Being 321.70 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, described as Tract One, Tract Two and Tract Three as follows;

Tract One: 194.61 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being all that certain 197.21 acres of land, more or less, the same land described as First Tract in a Partition Deed between Millard Mial, et al and B.H. Dewey, et al, dated December 19th, 1932, recorded in Volume 76, Page 167, of the Deed Records of Burleson County, Texas; **LESS AND EXCEPT:** 2.6 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described in a Deed from B.H. Dewey and wife, Esther Dewey to J. Earl Porter, recorded in Volume 86, Page 376, of the Deed Records of Burleson County, Texas.

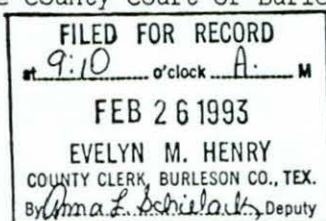
Tract Two: 65.73 acres of land, more or less, being a part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described in a Deed from Edwina Mial Dewey and Leila P. Dewey, a widow, to B.H. Dewey, dated March 12th, 1951, recorded in Volume 108, Page 598, of the Deed Records of Burleson County, Texas.

Tract Three: 65.73 acres of land, more or less, part of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described as Second Tract in a Partition Deed between Millard Mial, et al and B.H. Dewey, et al, dated December 19th, 1932, and recorded in Volume 76, Page 167, of the Deed Records of Burleson County, Texas.

LESS AND EXCEPT: 4.37 acres of land, more or less, being all that certain acreage contained within the boundaries of State Highway # 166, and being the same land described in a Deed from B.H. Dewey to the State of Texas, dated March 10th, 1949, and recorded in Volume 104, Page 491, of the Deed Records of Burleson County, Texas, and further described by metes and bounds in the final settlement of Cause No. 453, dated January 17th, 1949, and styled The State of Texas versus B.H. Dewey, Sr., appearing in the Civil Minutes of the County Court of Burleson, State of Texas.

SIGN FOR IDENTIFICATION:

Margaret D. Betzel
Margaret D. Betzel, dealing in her separate property



THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF February, 1993, AT 9:10 O'CLOCK A. M., AND DULY RECORDED March 8, 1993 IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 212, PAGE 174-176.

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

By *Margaret D. Betzel*, DEPUTY EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do
hereby certify that the foregoing is a true and correct copy of
the original, as same appears of record in Vol. 212
Page 174-176, Oil & Gas Lease Records, Burleson
County, Texas.

Witness my hand and seal of office on this the 11th day
of March, A.D, 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY Marcella Langotti
Deputy

5
3
5
3

MEMORANDUM OF OIL AND GAS LEASE

867

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

That J. Holland Porter, a married man dealing in his separate property, (herein referred to as "Lessor") whose address is Route 2, Box 223, Caldwell, Texas 77836, and UNION PACIFIC RESOURCES COMPANY, whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil, Gas and Mineral Lease, dated January 8th, 1993, (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas (for the purposes thereof, references to "oil and gas" includes oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances, carbon dioxide, helium, sulphur and other minerals as produced in association with, incidental to and as a part of the production of oil or gas), laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, the land situated in Burleson County, Texas, described to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Leased Premises"). For the purpose of the Lease, the Leased Premises is estimated to contain 146.0 acres of land, more or less.


Subject to the other terms and provisions thereof, the Lease provides for a primary term of one (1) year from and after the date thereof, and as long thereafter as oil/or gas, together with any "Associated Minerals" (as defined therein), is produced from the Leased Premises in paying quantities, or so long as the Lease may be continued in force and effect under the other terms and provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the same herein by reference as fully as if it were copied at length herein. The original executed lease is in the possession of Lessee in their office whose address is P.O. Box 7, Ft. Worth, Texas 76101-0007.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil and Gas Lease.

IN WITNESS WHEREOF, this instrument is executed this 8th day of January, 1993.

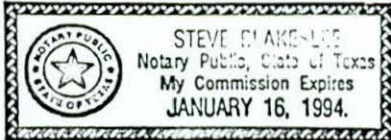
LESSOR:


J. Holland Porter, a married man
dealing in his separate property

STATE OF TEXAS

COUNTY OF BURLESON

This instrument was acknowledged by me on the 19TH day of January, 1993, by J. Holland Porter, amarrried man dealing in his separate property.



A handwritten signature in cursive script, appearing to read "Steve Blakelee".

Notary Public in and for the State
of Texas

EXHIBIT "A"

EXHIBIT "A" attached to and made a part of that certain Memorandum of Oil and Gas Lease, dated January 8, 1993, from J. Holland Porter, a married man dealing in his separate property, as Lessor to Union Pacific Resources Company, as Lessee.

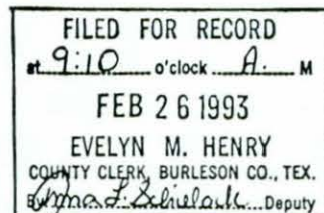
146.0 acres of land, more or less, situated in the J. P. Coles Survey, A-12, Burleson County, Texas and being more particularly described in the following two (2) tracts of land:

TRACT ONE: 94.0 acres of land, more or less, situated in the J. P. Coles Survey, A-12, Burleson County, Texas and being more particularly described as Tract One in that certain Deed, dated November 29, 1933, from The City National Bank of Bryan to Julius Holland Porter, recorded in Volume 76, at Page 543, Deed Records of Burleson County, Texas.

TRACT TWO: 100 acres of land, more or less, situated in the J. P. Coles Survey, A-12, Burleson County, Texas and being more particularly described as Tract Three in that certain Deed, dated November 29, 1933, from The City National Bank of Bryan to Julius Holland Porter, recorded in Volume 76, at Page 543, Deed Records of Burleson County, Texas; SAVE AND EXCEPT: 48.0 acres of land, more or less, being more particularly described in that certain Unit Designation of the Marion C. Falco Unit No. 1, dated June 20, 1991, recorded in Volume 188, at Page 397, of the Oil & Gas Lease Records of Burleson County, Texas.

Signed for Identification:

Julius Holland Porter
J. Holland Porter, a married man
dealing in his separate property



VOL 212-181

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26 DAY OF February, 19 93, AT 9:10 O'CLOCK A. M., AND DULY RECORDED March 8, 1993 IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 212, PAGE 179-181.

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

By Marcella Mangotti, DEPUTY COUNTY CLERK, BURLESON COUNTY, TEXAS
EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 212, Page 179-181, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 11th day of March, A.D. 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY

Margaret F. Henry
Deputy

11-11-93

RECORDING MEMORANDUM OF
OIL, GAS, AND MINERAL LEASE

0000

State of Texas

Known All Men By These Presents:

County of Burleson

That, the undersigned (whether one or more) have executed and delivered to Texaco Producing Inc. the following unrecorded Oil, Gas and Mineral Lease:

Lease from John R. Giesenschlag, etux, as Lessors, to Texaco Producing Inc. as Lessee dated September 5, 1990 covering the following described land in Burleson County, Texas, to wit:

160.014 acres, more or less, out of and being a part of the J.P. Coles A-12, Burleson County, Texas and being the same land described in the following two tracts:

142.625 acres, more or less, and being that same land described in that certain deed dated February 12, 1990 from Marion C. Falco, etal, to John R. Giesenschlag, etux, said deed being recorded in Volume 394 on Page 479 in the Deed Records of Burleson County, Texas.

17.389 acres, more or less, and being that same land described in that certain deed dated July 22, 1968 from Angelina Contella to Charles Contella and wife, Anna S. Contella, said deed being recorded in Volume 172 on Page 210 in the Deed Records of Burleson County, Texas.

The primary term is two (2) years on the terms and provisions contained in said lease, reference to which lease is here made for all purposes.

IN WITNESS WHEREOF, this instrument is executed this the 5th day of September, 1990.


John R. Giesenschlag


Connie Giesenschlag

This instrument was acknowledged before me on this 5th day of September, 1990, by John R. Giesenschlag and Connie Giesenschlag.

My Commission Expires
8-5-92

Notary Public State of Texas


Joe W. Knox


FILED FOR RECORD
at 9:30 o'clock A. M.
NOV 13 1990
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
By Anna L. Schielack Deputy

VOL 175 PAGE 320

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13 DAY OF November, 19 90, AT 9:30 O'CLOCK A. M., AND DULY RECORDED ON 19 DAY OF November, 19 90, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 175, PAGE 320

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

BY  DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do
hereby certify that the foregoing is a true and correct copy of
the original, as same appears of record in Vol. 175
Page 320, OIL & GAS LEASE Records, Burleson
County, Texas.

Witness my hand and seal of office on this the 19th day
of April, A.D. 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY Marcelle Granetti
Deputy

RECORDING MEMORANDUM OF
OIL, GAS AND MINERAL LEASE

State of Texas

5999

Known All Men By These Presents:

County of Burleson

That, the undersigned (whether one or more) have executed and delivered to Texaco Producing Inc. the following unrecorded Oil, Gas and Mineral Lease:

Lease from Marion C. Falco, etux, as Lessors, to Texaco Producing Inc. as Lessee dated September 5, 1990 covering the following described land in Burleson County, Texas, to wit:

146.5 acres, more or less, out of and being a part of the J.P. Coles A-12, Burleson County, Texas and being that same land described in the certain deed dated November 9, 1903 from J.R. Carleton to Mario Falco, said deed being recorded in Volume 25 on Page 86 in the Deed Records of Burleson County, Texas.

The primary term is two (2) years on the terms and provisions contained in said Lease, reference to which lease is here made for all purposes.

IN WITNESS WHEREOF, this instrument is executed this 5th day of September, 1990.

Marion C. Falco
Marion C. Falco

Pansy Falco
Pansy Falco

FILED FOR RECORD
at 9:30 o'clock A.M.
NOV 13 1990
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEX.
By <u>Anna L. Schielack</u> Deputy



This instrument was acknowledged before me on this 5th day of September, 1990 by Marion S. Falco and Pansy Falco.

My Commission Expires
8-5-92

Notary Public State of Texas

Joe W. Knox
Joe W. Knox

VOL 175 PAGE 319

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13 DAY OF November, 19 90, AT 9:30 O'CLOCK A.M., AND DULY RECORDED ON 19 DAY OF November, 19 90, AT 4:00 O'CLOCK P.M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 175, PAGE 319

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

BY Anna L. Schielack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 175, Page 319, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 19th day of April, A.D. 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY [Signature]
Deputy

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 11th day of January, 1990, between

J. Holland Porter and wife, Margaret Porter

2907 Partridge Circle

Lessor (whether one or more), whose address is: 6001 East 29th St., Bryan, Texas 77802

and Gene Catlett, 911 Walker St., Suite 977, Houston, Texas 77002, Lessee, WITNESSETH:

I, Lessor in consideration of Ten and NO/100 Dollars

(\$ 10.00), 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

Burleson County, Texas, to-wit:

514.9983 acres of land, more or less, in the John P. Cole Survey, A-12, Burleson County, Texas, being all of that certain 517 acres of land described in deed dated August 30, 1940, recorded in Volume 85 at page 76 of the Deed Records of Burleson County, Texas and executed by G.G. Foster in favor of J. Holland Porter, LESS AND EXCEPT, HOWEVER, 2.0017 acres described in deed dated June 22, 1978, recorded in Volume 247 at Page 753 of the Deed Records of Burleson County, Texas and executed by J. Holland Porter in favor of Stanley J. Nemec.

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

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 in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 514.9983 acres, whether it actually comprises more or less.

Subject to the other provisions herein contained, this lease shall be for a term of five 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, 1/6 of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) to pay lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, 1/6 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, 1/6 of the amount realized from the sale of gasoline or other products extracted therefrom and 1/6 of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (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 \$ 2.00 per long ton. Lessee shall have free use of oil, gas, coal, and 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. Lessee, at its option, is hereby given the right and power to pool 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, 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 governmental regulations. 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. 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; and upon such recordation the 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. 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 5 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. 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. 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 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations 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 State Bank at Caldwell

Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Two Thousand Five Hundred Seventy Four and 99/100 - - -

2,574.99 Dollars (\$ 2,574.99), therein 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 or 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 or 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.

6. 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 sixty (60) 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 sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) 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 sixty (60) 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 sixty (60) 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. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. 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.

7. 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.

8. 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 hereunder, Lessee may pay or tender such rentals 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 payment for all.

9. 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. 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 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.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, 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. 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.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. Notwithstanding any provision herein to the contrary, there is excepted herefrom and reserved to the lessor herein all iron ore, sand, gravel, clay, coal, lignite, uranium and all other hard or rock minerals, together with any and all minerals that require strip mining or open pit mining as their means of excavation. It is the intention of the lessor to lease only oil, gas, sulphur and associated hydrocarbons that are produced with the oil and gas.

13. Lessee shall pay lessor, and/or their tenants for actual damages caused by its operations to crops, livestock, water wells, fences, roads, and any improvements on said property, and lessee shall fill all slush pits and excavations of all kinds within a reasonable time after the abandonment of the use of such pits so as to restore the surface of the land to as near its original condition as practicable.

14. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to land not included in such unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit of units, in any manner provided for herein; provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

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

J. Holland Porter
J. Holland Porter

Margaret Porter
Margaret Porter

Social Security No.

VOL 160 PAGE 708

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

STATE OF Texas

COUNTY OF Burleson

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared J: Holland Porter and wife, Margaret Porter



whose nameS is (are) subscribed to the foregoing instrument, and acknowledged to me that they
their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of January, 19 90.

Notary Public in and for Burleson County, State of Texas

HUSBAND AND WIFE ACKNOWLEDGMENT

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

and husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19 _____.

My Commission Expires _____

Notary Public in and for _____ County, State of _____

FILED FOR RECORD
at <u>1:45</u> o'clock <u>P.</u> M.
JAN 31 1990
EVELYN M. HENRY
COUNTY CLERK, BURLESON CO., TEXAS
By <u>Anna L. Schielack</u> Deputy

VOL 160 PAGE 709

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 31
DAY OF January 19 90 AT 1:45 O'CLOCK P. M., AND DULY RECORDED ON 5
DAY OF February 19 90 AT 4:00 O'CLOCK P. M., IN THE
Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 160 PAGE 707-709

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

BY Anna L. Schielack DEPUTY

EVELYN M. HENRY
COUNTY CLERK, BURLESON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 160, Page 707-709, Oil & Gas Lease Records, Burleson County, Texas.

Witness my hand and seal of office on this the 19th day of April, A.D. 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY Marcelle Frayette
Deputy

5228

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 12th day of September, 1990, between

J. Holland Porter, a married man dealing in his separate property

Lessor (whether one or more), whose address is: Rt. 2, Box 223, Caldwell, Texas 77836

and Johnny R. Lee, 1324 S. Beckham, Suite 202, Tyler, Texas 75701, Lessee, WITNESSETH:

1. Lessor in consideration of TEN AND NO/100 Dollars

(\$ 10.00), 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

Burleson

County, Texas, to-wit:

FOR DESCRIPTION OF LAND COVERED BY THIS LEASE, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRETY HEREIN.

FOR ADDITIONAL TERMS AND CONDITIONS, SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRETY HEREIN.

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.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of 2 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. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, one-eighth of the amount realized from the sale of gasoline or other products extracted therefrom and one-eighth of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under

this lease if the wells were producing, and may be deposited in the direct to lessor

~~XXXX~~ at address above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power to pool 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, and units pooled for gas hereunder shall not substantially exceed in area 640 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 governmental regulations. 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. 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; and upon such recordation the 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. 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 or 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 5 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. 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 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 lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any 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 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.

Vol. 173 Page 329

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 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 from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 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 from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. 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.

7. 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, 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 the lease or of a portion thereof who commits such breach. 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 payment for all.

8. 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. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, 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 of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, 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.

9. 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 royalties accruing hereunder toward satisfying same. 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, 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.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

J. Holland Porter
J. HOLLAND PORTER

S. S. NO. [REDACTED] ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF BURLESON

This instrument was acknowledged by



12th

day of August, 1990.

J. Holland Porter.

Henrietta Polansky
Notary Public, State of Texas
Notary's name (printed): HENRIETTA POLANSKY
Notary's commission expires: 1-31-93

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the

day of

, 19

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

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the

day of

, 19

corporation, on behalf of said corporation.

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

CORPORATE ACKNOWLEDGMENT

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

No. _____
Oil, Gas and Mineral Lease
FROM _____
TO _____
Dated _____, 19____
No. Acres _____
Term _____ County, Texas _____
This instrument was filed for record on the _____
day of _____, 19____ at _____
o'clock _____ M., and duly recorded in
Book _____ Page _____
of the _____ records of this office.
By _____ County Clerk
Deputy _____

When recorded return to
A.M. PHELAN, III
8245 GLACYS SUITE-208
BEAUMONT, TEXAS 77706
(409) 866-9475
POUND PRINTING & STATIONERY COMPANY
2325 Fannin, Houston, Texas 77002 (713) 659-3199

173-330

330

A D D E N D U M

Attached to and by referenced made a part of that certain Oil, Gas and Mineral Lease by and between J. HOLLAND PORTER, as Lessor, and JOHNNY R. LEE, as Lessee, under date of SEPTEMBER 12, 1990 covering 311.13 acres of land out of the J. P. Coles League, A-12, Burleson County, Texas..

11. Notwithstanding anything in this lease to the contrary, royalty on oil and gas shall be one-fifth (1/5th) of oil and gas produced and saved under the terms of this lease, and wherever in this lease the fraction one-eighth (1/8th) appears, same shall be deemed to read one-fifth (1/5th).

12. In the event a portion of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to land included in such unit or units. This lease, as to the land not included in such unit or units, may be maintained in force and effect by any manner provided for herein; provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

13. Notwithstanding anything hereinabove to the contrary, it is hereby agreed between Lessor and Lessee that this lease covers only oil, gas and all other hydrocarbons and/or substances, whether elements, mixtures or compounds in liquid, gaseous or vaporous forms or states, which can or may be produced through the bore of a well producing oil or gas.

SIGNED FOR IDENTIFICATION:


J. HOLLAND PORTER

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED SEPTEMBER 12, 1990 BETWEEN J. HOLLAND PORTER, AS LESSOR, IN FAVOR OF JOHNNY R. LEE, AS LESSEE, COVERING 311.13 ACRES OF LAND OUT OF THE J. P. COLES LEAGUE, ABST. 12, BURLESON COUNTY, TEXAS.

TRACT 1: 298.30 acres, more or less, being Three Parcels of land and being described as First Tract, containing 94.0 acres, Second Tract, containing 104.30 acres and Third Tract, containing 100.0 acres, in a deed dated November 29, 1933 from The City National Bank of Bryan to Julius Holland Porter, recorded in Vol. 76, Page 543 of the Deed Records of Burleson County, Texas.

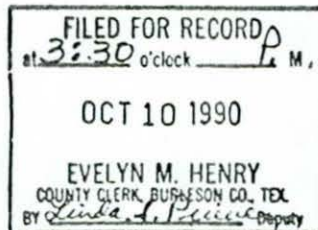
TRACT 2: 103.83 acres, more or less, being Two Parcels, and being the same land described as Sixth Tract, containing 3.83 acres and Seventh Tract, containing 100 acres, in a deed dated January 6, 1968 from Marvin M. Porter and Boswell Porter, to J. Holland Porter, recorded in Vol. 169, Page 190 of the Deed Records of Burleson County, Texas.

TRACT 3: 2.60 acres, more or less, and being the same land described in a deed dated August 2, 1941 from D. H. Dewey to J. Earl Porter, recorded in Vol. 86, Page 376 of the Deed Records of Burleson County, Texas.

LESS AND EXCEPT 93.60 acres, being a part of the GeoSouthern Energy Corp. Gertie Mae No. 1 Unit, more fully described in that certain Amendment of Designation dated November 3, 1982, recorded in Vol. 97, Page 427 of the Oil and Gas Records of Burleson County, Texas, leaving described herein 311.13 acres, more or less, of land.

SIGNED FOR IDENTIFICATION:

J. Holland Porter
J. HOLLAND PORTER



VOL 173 PAGE 332

THE STATE OF TEXAS
COUNTY OF BURLESON

I, EVELYN M. HENRY, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10 DAY OF October, 1990, AT 3:30 O'CLOCK P. M., AND DULY RECORDED ON 15 DAY OF October, 1990, AT 4:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 173, PAGE 329-332

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

Evelyn M. Henry
EVELYN M. HENRY

COUNTY CLERK, BURLESON COUNTY, TEXAS

By _____ DEPUTY

STATE OF TEXAS }
COUNTY OF BURLESON }

I, EVELYN M. HENRY, County Clerk, Burleson County, Texas, do hereby certify that the foregoing is a true and correct copy of the original, as same appears of record in Vol. 173, Page 329-332, OIL & GAS LEASE Records, Burleson County, Texas.

Witness my hand and seal of office on this the 19th day of April, A.D. 1993.

EVELYN M. HENRY
County Clerk, Burleson County, Texas

BY

Marcus S. S. S. S.
Deputy

5
3
2
1

Adj

MF M-95313
Item Adjacent
To _____
From _____
Date 4-21-93

2023



Texas General Land Office
Garry Mauro, Commissioner

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

June 21, 1994

Union Pacific Resources Company
Attn: Division Order Section
P. O. Box 2993
Fort Worth, Texas 76113-2993

Re: Mineral File No. M-95313

Dear Sir or Madam:

We have received the division order submitted by your company for the above referenced lease and filed same in our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may, in some cases, effect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office acquiesces in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 475-1527.

Sincerely,

Eugene H. Moore, Jr.

Eugene H. Moore, Jr.
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

EHM:mrg

Enclosures



Union Pacific Resources

A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 04/27/94

NCT

PROPERTY NUMBER: 021118 PRODUCT(S): CRUDE OIL
B

PROPERTY NAME: DEWEY, JUDGE UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: 640 ACRES OUT OF JOHN P. COLES SURVEY, A-12.

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

005772101001

100

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 OCTOBER 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
0057721	01 001	STATE OF TEXAS	RI	0.002100

RETURN BY THE 15TH TO ENSURE PROCESSING THIS MONTH

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 owner's 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.



A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 04/27/94

NCT

PROPERTY NUMBER: 021118 PRODUCT(S): CRUDE OIL
B

PROPERTY NAME: DEWEY, JUDGE UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: 640 ACRES OUT OF JOHN P. COLES SURVEY, A-12.

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

005772101001

100

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 OCTOBER 1993.

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NEW ADDRESS (IF CHANGED)

OWNER NUMBER	DOI/ID	OWNER NAME	INTEREST TYPE	INTEREST PAID BY UPRC
0057721 01	001	STATE OF TEXAS	RI	0.002100

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

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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 owner's 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

DIVISION ORDER

DATE: 04/27/94

NCT

PROPERTY NUMBER: 021118 PRODUCT(S):GAS
F

PROPERTY NAME: DEWEY, JUDGE UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

LEGAL DESCRIPTION: 640 ACRES OUT OF JOHN P. COLES SURVEY, A-12.

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

005772101001

200

TX 78701

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 OCTOBER 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
0057721 01	001	STATE OF TEXAS	RI	0.002100

RETURN BY THE 15TH TO ENSURE PROCESSING THIS MONTH

INTEREST TYPE LEGEND:

WI - WORKING INTEREST
PP - PRODUCTION PAYMENT

OR - OVERRIDING ROYALTY
TP - TOTAL PRODUCTION

RI - ROYALTY INTEREST

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 owner's 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.



A Subsidiary of Union Pacific Corporation

DIVISION ORDER

DATE: 04/27/94

NCT

PROPERTY NUMBER: 021118 PRODUCT(S):GAS
F

PROPERTY NAME: DEWEY, JUDGE UNIT #1

COUNTY/PARISH: BURLESON

OPERATOR: UNION PACIFIC RESOURCES

STATE: TEXAS

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

005772101001

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 OCTOBER 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
0057721 01	001	STATE OF TEXAS	RI	0.002100

INTEREST TYPE LEGEND:

WI - WORKING INTEREST
PP - PRODUCTION PAYMENT

OR - OVERRIDING ROYALTY
TP - TOTAL PRODUCTION

RI - ROYALTY INTEREST

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.
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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 owner's 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.

TO ALL INTEREST OWNERS:

- Enclosed please find two copies of the Division Order(s) or Transfer Order(s). Please return one fully executed copy to the following address. **KEEP ONE COPY FOR YOUR RECORDS.**

UNION PACIFIC RESOURCES COMPANY
P. O. Box 2993, Mail Station 3110
Fort Worth, Texas 76113-2993
Fax #(817) 877-7486
Voicemail #(817) 877-6369

- Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners must sign.
- Signatures by Agents, Attorneys-in-Fact, Guardians, or Trustees must be verified by attaching evidence of the rights vested in the signatory party.
- Include the correct Social Security Number or Tax Identification Number in the space provided below your signature. Federal income tax law states 31% of proceeds must be withheld if not provided.
- If you have any questions and do not know your area representative, leave a message at this **VOICEMAIL number (817) 877-6369**. Our goal is to return your call within 48 hours. Please provide the following information which will assist us in serving you:

- 1) Owner number
- 2) County and state where well is located
- 3) Well name and/or property number
- 4) Telephone number with AREA CODE
- 5) Reason for the call

- Address Changes** must be submitted in writing to the above address. Provide your owner number, social security number, old address, new address and telephone number.
- Name/Ownership Changes** must be submitted in writing to the above address. Please include proper documentation confirming the changes such as a: Marriage Certificate, Divorce Decree, Certificate of Merger, Deed, Will, Assignment, etc. **NOTE:** Documents which convey interest must be recorded in the county in which the property is located prior to sending them to our office.
- Settlement Check/Stop Payment** requests must be submitted in writing to the address below. Please wait ten (10) working days before submitting request. Include owner number and date of check. **NOTE:** Funds will be replaced during our regular settlement cycle within the next 6 to 8 weeks.

Union Pacific Resources Company
Attn: Stop Payment
P.O. Box 7, MS 2605
Fort Worth, TX 76101-0007

-KEEP THIS INFORMATION FOR FUTURE REFERENCE-

HOW TO READ YOUR CHECK ATTACHMENT

To help you understand the essential information which accompanies your check, we are providing a sample check stub. Please keep this as a permanent part of your records.

PRODUCT CODE
100...CRUDE OIL
120...CONDENSATE
200...GAS
210...CASINGHEAD GAS
300...GAS LIQUID PRODUCTS
410...SULPHUR
500...HELIUM/OTHER

UNION PACIFIC RESOURCES COMPANY
SETTLEMENT STATEMENT
P.O. BOX 2993 MS 3110
FT. WORTH, TX 76113-2993
VOICE MAIL (817) 877-6369
FAX (817) 877-7486

-RETAIN THIS STATEMENT-
FOR TAX PURPOSES
DUPLICATES CANNOT BE FURNISHED

INTEREST TYPE
PP...PRODUCTION PAYMENT
OR...OVERRIDING ROYALTY
RI...ROYALTY INTEREST
SO...SURFACE OWNER
TP...TOTAL PRODUCTION
WI...WORKING INTEREST
ADJUSTMENT CODE
A...PRODUCTION TAX
C...OTHER

PLEASE CASH YOUR CHECK WITHIN THE ALLOTTED 180 DAYS
TIME PERIOD. ALL CHECKS WILL BE VOID AFTER THAT DATE.

OWNER NAME

TAX I.D. NO.: 99-9999999

1	2	3	4	5	6	7	8	9	10	11	12	13
PROPERTY NUMBER	PROD. DATE	PROD. CODE	INT. TYP	OWNER DECIMAL	COMPUTED DECIMAL	QUANTITY	PRICE	GROSS VALUE	TAXES/ ADJUSTMENT	ADJ. CODE	NET VALUE PROPERTY	NET VALUE OWNER
012345 PROPERTY OWNER	08/93 08/93	100 100	MC WI	GRUDER-ANDERSON #1 0.053333	0.053333	COUNTY: 176.93 9.44	BRAZOS 16.13700	2,855.12 152.27	STATE: TEXAS 132.22- 7.05-	A	2,722.90	145.22
023458 PROPERTY OWNER	08/93 08/93	100 100	MC OR	GRUDER-ANDERSON #2 0.001836	0.001836	COUNTY: 25,599.91 47.00	BRAZOS 16.13700	413,105.77 758.46	STATE: TEXAS 19,130.88- 35.13-	A	393,974.89	723.33
PROPERTY OWNER	06/93 06/93	100 100	OR	0.001836	0.001836	11,011.86- 20.22-	17.25800	190,042.69- 348.94-	8,797.02- 16.15	A	181,245.67-	332.79- 18
14						15				16	17	
OWNER NUMBER 1234567-01		CHECK NUMBER 03666841				DATE 09/25/93			PAGE 001		CHECK AMOUNT	535.76
											535.76	

1 The **PROPERTY NUMBER** is used to identify the oil and/or gas producing property. This number is referenced on your Division Order.

2 The **PRODUCTION DATE** is the month and year in which the oil or gas was sold.

3 The **PRODUCT CODE** is the three digit code used to identify the product which was sold. Please refer to the PRODUCT CODE legend in the upper left-hand corner of the check stub.

4 The **INTEREST TYPE** shows the type of interest you own. Please refer to the INTEREST TYPE legend in the upper right-hand corner of the check stub.

5 The **OWNER DECIMAL** column reflects your share of the proceeds from sales for which UPRC is responsible. This interest is also reflected on your Division Order.

6 The **COMPUTED DECIMAL INTEREST** column reflects your share of proceeds received by UPRC. (If UPRC receives less than 100% of production, this figure may be an inflation of your actual decimal interest).

7 The **QUANTITY** is the gross volume shown in barrels, tons, or MCF (Thousand Cubic Feet) which was sold from the property. The figure shown immediately below is determined by multiplying your Computed Decimal by the total property level Quantity.

8 The **PRICE** is calculated by dividing the total Gross Value by the Quantity. The Price may be omitted on certain adjustments.

9 The **GROSS VALUE** is the total value of sales for each product delivered. The figure shown immediately below is determined by multiplying your Computed Decimal by the property level Gross Value.

10 The **TAXES/ADJUSTMENT** column is used to show state severance or other production taxes which were paid as required. The figure shown immediately below is your proportionate share of these taxes. This column will also be used to reflect any manual adjustments made to your account.

11 The **ADJUSTMENT CODE** is a one digit code identifying the type of adjustment made. Please refer to the ADJUSTMENT CODE legend in the upper right-hand corner of the check stub.

12 The **NET VALUE PROPERTY** shows the value of the total sales for the property after state tax deductions.

13 The **NET VALUE OWNER** shows the amount payable to you and is determined by multiplying your Computed Decimal by the property level Net Value in the previous column.

14 Your **OWNER NUMBER** is uniquely assigned to you and should be included when corresponding with UPRC.

15 The **CHECK NUMBER** and **CHECK DATE** of this payment are shown on the bottom of the check stub.

16 The **PAGE TOTAL** reflects the total value of the Owner Net Value lines on each page of your check stub. If there is more than one page of detail, each page total should be added to arrive at the total check amount.

17 The **CHECK AMOUNT** is the total of the page totals on your check stub.

18 A minus sign ("--") following any amount means a deduction. A deduction normally reflects applicable taxes or a prior month adjustment.

ADDITIONAL INFORMATION CONCERNING YOUR CHECK

SMALL PAYMENTS AND NEGATIVE BALANCES - Small payments will be accumulated until the amount exceeds \$25. In November of each year, however, we pay all accumulated balances greater than two dollars. Should an overpayment be made to you, future proceeds may be held and applied towards the negative balance created by the overpayment.

NO SALES - Payments are made only for those months in which the property has sales. If, in a particular month, there are no sales for any properties in which you own an interest, no proceeds will be applied to your account for that month. No notification will be sent if a check is not mailed.

PAYMENTS FROM SUSPENSE - Occasionally, payments are held because of a notice of a transfer in the interest, an incorrect address, etc. If this happens, payments due you will be accumulated and released when the matter is resolved.

TAXES - Most states levy a severance or production tax on revenues from oil and gas sales. This tax is calculated in accordance with each states' law and is deducted from your payments.

INCOME TAX INFORMATION - An IRS Form 1099-MISC will be furnished to you by January 31st of each year if you received over \$10 in royalty income or \$600 in working interest income during the previous year.

(13)

M-95313

Division Order

Date Filed: JUN 21 1994

#2251

DO NOT DESTROY

GLO-36-10-84

-MEMO-

Operator Union Pacific RESOURCESUnit Name JUDGE DEWEY UNIT #County BurlesonEffective Date 8-24-93Unitized for: Oil Gas Oil & Gas ✓1. M.F. No. 095313Area HROW Tr. 1Sec. Blk. Survey

$$\begin{array}{r} 6.72 \\ \times 640.00 \\ \hline .010500 \end{array} \times \frac{1}{5} = \frac{.2100}{.2000} = .002100 \%$$
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:

Keyed 7-31-00 MS.

DESIGNATION OF UNIT

JUDGE DEWEY UNIT NO. 1

STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of valid and subsisting oil, gas, and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas, and mineral leases cover and affect the land and depths described on Exhibit "B", attached hereto and made a part hereof, do, by virtue of the authority conferred by the terms of such oil, gas, and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine, and unitize said oil, gas, and mineral leases, the leasehold rights, overriding royalty, and royalty interests therein and thereunder, for the purpose of drilling for, development, and production of oil, gas, and liquid hydrocarbons (including condensate, distillate, and other liquids). The unit (hereinafter "Unit") shall be comprised of the land and interval described on the attached Exhibit "B", as depicted on the Plat attached hereto as Exhibit "C".

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 invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of 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 Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the 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 Unit.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

By execution of this Designation of 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 or 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.

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 executed this instrument.

The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument. This Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The Unit hereby created shall be effective as of the date of first production from the Unit, or any separate tracts included in the Unit, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said leases.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 24 day of August, 1993.

UNION PACIFIC RESOURCES COMPANY

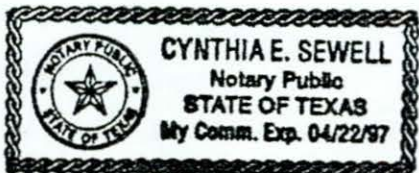
By: Carolyn J. David *[Signature]*
Its: Attorney-in-Fact

MW PETROLEUM CORPORATION

By: _____
Its: _____

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24th day of August, 1993, by Carolyn J. David, Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



Cynthia E. Sewell
Notary Public in and for the
State of Texas
My commission expires: 4/22/97

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1993, by _____, the _____ of MW PETROLEUM CORPORATION, a _____ corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
My commission expires: _____

Law Department Approved
DESUNIT.O&G

EXHIBIT "A"

Attached to and made a part of that certain "Designation of Unit - Judge Dewey Unit No. 1" dated _____, 1993.

Lessor: NationsBank Texas, Guardian
Lessee: Union Pacific Resources Company
Dated: February 22, 1993
Recorded: Volume 219, Page 433, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47675

Lessor: W. P. Scamardo
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Volume 214, Page 45, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47698(1)

Lessor: Stefano DeAsarta
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Volume 214, Page 41, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47698(2)

Lessor: Franco DeConturbia
Lessee: Union Pacific Resources Company
Dated: March 29, 1993
Recorded: Volume 214, Page 43, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47698(3)

Lessor: Estelle S. Dewey
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Volume 212, Page 171, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47057(1)

Lessor: Margaret D. Betzel
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Volume 212, Page 174, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47057(2)

Lessor: J. Holland Porter
Lessee: Union Pacific Resources Company
Dated: January 8, 1993
Recorded: Volume 212, Page 179, Records of Burleson County, Texas.
UPRC Lease No.: TX1-47060

Lessor: State of Texas
Lessee: Union Pacific Resources Company
Dated: June 15, 1993
Recorded: Volume 218, Page 154, Records of Burleson County, Texas.
UPRC Lease No.: TX2-48691

Attached to and made a part of that certain "Designation of Unit - Judge Dewey Unit No. 1" dated _____, 1993.

FIELD NOTES

JUDGE DEWEY UNIT No.1
640.00 ACRE UNIT

Being 640.00 acres of land out of the John P. Coles Survey, Abstract No. 12, in Burleson County, Texas; being 103.12 acres of land out of that certain tract of land described as Fourth Tract in a Partition Deed recorded in Volume 78, Page 161; being 64.80 acres of land described as Tract Two in that certain Warranty Deed to W.P. Scarmardo and Stefano de Asarta, recorded in Volume 297, Page 732; being 319.47 acres of land comprised of all of that certain tract of land conveyed to B. H. Dewey, by deed recorded in Volume 108, Page 598 and a portion of those certain tracts of land described as First and Second Tract in a Partition Deed recorded in Volume 76, Page 167; being 145.89 acres of land comprised of all that certain tract of land described as Tract One and a portion of that certain tract of land described as Tract Three conveyed to Julius Holland Porter, by deed recorded in Volume 76, Page 543, all in the Deed Records of Burleson County, Texas; being 6.72 acres of land contained within the right-of-way of Highway No. 166 described in Volume D, Page 386 in the Civil Minutes of the County Court of Burleson County, Texas, all being more particularly described as follows:

BEGINNING at a point in the northwest line of said Fourth Tract which is located N 44°30'14" E, a distance of 3170.17 feet from an iron rod found for the west corner of said Fourth Tract;

THENCE N 44°30'14" E, along the northwest line of said Fourth Tract, a distance of 3533.73 feet to a point for the north corner of the herein described unit in the west right-of-way of Highway No. 50;

THENCE with the west right-of-way of Highway No. 50 along a curve to the left with a radius of 3097.20 feet, an arc distance of 379.21 feet and a chord bearing and distance of S 49°05'21" E, 378.97 feet to a point in the northeast line of said Fourth Tract;

THENCE along the northeast lines of said Fourth Tract, Tract Two, B.H. Dewey and First and Second Tracts, the following two (2) courses and distances:

1) S 45°39'38" E, 3399.16 feet to a point in the west right-of-way of Highway No. 50;

2) S 44°04'00" E, 79.98 feet to a point in the center of Highway No. 166

THENCE along the center of Highway No. 166 the following four (4) courses and distances:

1) S 44°39'25" W, 755.49 feet to a point for the beginning of a curve to the right,

2) along said curve to the right with a radius of 1909.76 feet, an arc distance of 210.94 feet, and a chord bearing and distance of S 47°49'25" W, 210.83 feet to the end of said curve,

3) S 50°59'25" W, 90.13 feet to a point for the beginning of a curve to the left,

4) along said curve to the left with a radius of 1909.76 feet, and arc distance of 143.83 feet, and a chord bearing and distance of S 48°49'50" W, 143.80 feet to a point for corner;

THENCE S 46°46'13" E, along the northeast line of said Porter Tract One, a distance of 1537.08 feet to a point for the east corner of the herein described unit;

THENCE along the southeast lines of said Porter Tract One and Tract Three, the following three (3) courses and distances:

1) S 44°59'26" W, 2647.00 feet,

2) N 46°45'39" W, 27.77 feet,

3) S 44°35'56" W, 1543.65 feet to a point for the most southerly corner of the herein described unit;

THENCE N 45°07'36" W, traversing the interior of said Porter Tract Three, a distance of 1507.38 feet to a point for corner in the center of Highway No. 166;

THENCE along the center of Highway No. 166, the following four (4) courses and distances:

1) S 44°36'26" W, 746.83 feet to a point for the beginning of a curve to the right,

2) along said curve to the right with a radius of 318.30 feet, an arc distance of 271.10 feet, and a chord bearing and distance of S 69°00'25" W, 262.98 feet, to the end of said curve,

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

3) N 86°35'35" W, 371.90 feet to a point for the beginning of a curve to the right,

4) along said curve to the right with a radius of 818.40 feet, an arc distance of 597.30 feet and a chord bearing and distance of N 65°41'05" W, 584.13 feet to a point for the end of said curve;

THENCE N 45°13'25" E, a distance of 40.00 feet to a point for corner in the east right-of-way of Highway No. 166;

THENCE along the east right-of-way of Highway No. 166 the following three (3) courses and distances:

1) N 44°46'35" W, 735.70 feet,

2) N 45°50'16" W, 446.18 feet to an iron rod found for the west corner of said Dewey tract;

3) N 45°37'13" W, 419.57 feet to a point for the south corner of said Fourth Tract;

THENCE N 44°34'10" E, along the southeast line of said Fourth Tract, a distance of 3170.18 feet to a point for corner;

THENCE N 45°37'13" W, a distance of 1262.45 feet to the PLACE OF BEGINNING and containing 640.00 acres of land, more or less.



Warren L. Simpson

Warren L. Simpson
Registered Professional Land Surveyor No 4122
August 10, 1993

COUNTY CLERK'S MEMO.
Portions of This Document
Not Legible When Received.

LIMITED TO THE AUSTIN CHALK FORMATION, as found between 8,750 feet and 8,833 feet in the Geosouthern Energy No. 1 Gertie Mae Well, which is located 8,115 feet from the Northwest Line and 8,690 feet from the Southwest Line of the J. P. Coles Survey, A-12, Burleson County, Texas.

Attached to and made a part of that certain "Designation of Unit - Judge Dewey Unit No. 1" dated _____, 1993.

CHAS. FALENASH A-22

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	07°00'54"	3097.20'	379.21'	189.84'	378.97'	S 47°05'21"E
C 2	06°19'42"	1909.76'	210.94'	105.58'	210.83'	S 47°49'25"V
C 3	04°18'54"	1909.76'	143.83'	71.95'	143.00'	S 48°49'50"V
C 4	48°48'00"	318.30'	271.10'	144.39'	262.98'	S 69°00'25"V
C 5	41°49'00"	818.40'	597.30'	312.65'	584.13'	N 65°41'05"V

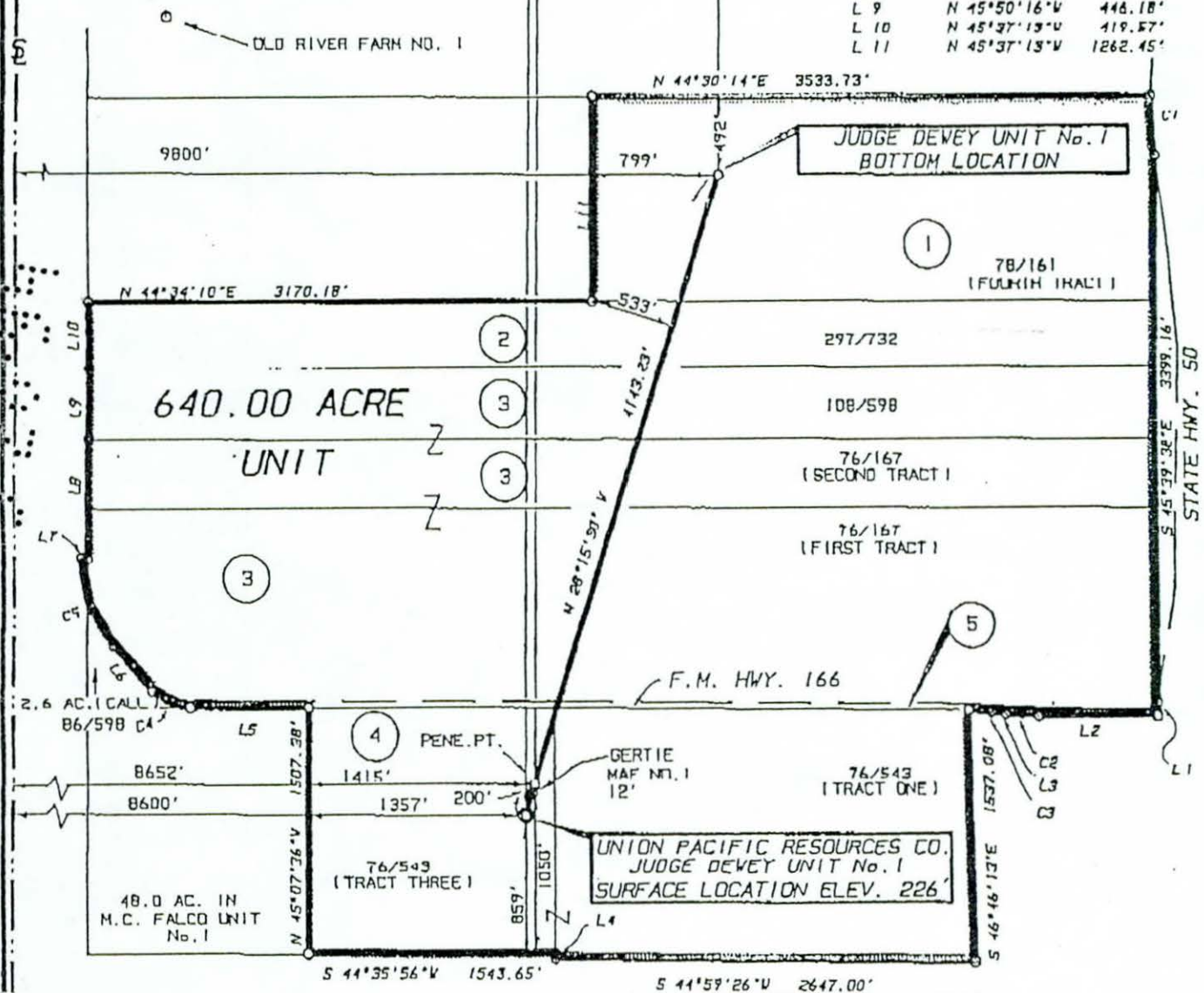
NOTES :

- 1) BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION
- 2) WELL IS LOCATED 3.3 MILES NORTH OF SNODK, TEXAS
- 3) ~~INDICATES LIMITS OF UNIT~~
- 4) STATE PLANE COORDINATES
SURFACE LOCATION BOTTOM LOCATION
X=3,217,472 X=3,215,387
Y=338,041 Y=341,621

JOHN P. COLES

A-12

LINE	BEARING	DISTANCE
L 1	S 44°04'00"E	79.98'
L 2	S 44°39'25"V	755.49'
L 3	S 50°59'25"V	90.13'
L 4	N 46°45'39"V	27.77'
L 5	S 44°36'26"V	746.83'
L 6	N 06°33'33"V	371.90'
L 7	N 45°19'25"E	40.00'
L 8	N 44°46'35"V	735.70'
L 9	N 45°50'16"V	446.18'
L 10	N 45°37'13"V	419.57'
L 11	N 45°37'13"V	1262.45'



JUDGE DEWEY UNIT No. 1

TRACT	ACREAGE IN UNIT	DESCRIPTION	DEED RECORDS VOL/PAGE
1	103.12	DELLA C. HIAL TRUST	78/161 (FOURTH TRACT)
2	64.80	STEFANO DE ASARTA	297/732 (TRACT TWO)
3	319.47	MARGARET D. BETZEL	76/167 & 108/598

FILED FOR RECORD

at 2:10 o'clock P. M.

SEP 24 1993

THE STATE OF TEXAS
COUNTY OF BURLESON

I, Evelyn M. Henry, Clerk of the County Court of said County, do hereby certify the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 24 day of September, 1993, at 2:10 o'clock P. M. and duly recorded on 30 day of September, 1993, in the Oil & Gas Lease Record of said County, in Vol. 221 Page 128-135.

Witness my hand and official seal of the County Court of said County, at my office in Caldwell, Texas, the day and year above written.

By _____, Deputy

Evelyn M. Henry
County Clerk, Burleson County, Texas

14

File No. 95313

Pooling Agreement

Date Filed: 8-22-03

Jerry E. Patterson, Commissioner

By [Signature]

2003

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA158800

Unit Number 7477
Operator Name Petromax Operating Co INC Effective Date 12/05/2014
Customer ID C000047406 Unitized For Oil And Gas
Unit Name John Malazzo B 1H Unit Term
County 1 Burleson RRC District 1 03 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest 0.00176018
State Part in Unit 0.00880092
Unit Depth Specified Depths Well
From Depth 100 feet below Formation Base of Austin Chalk to Top of Buda
To Depth Participation Basis Surface Acreage
If Excluions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF095313	1	2.210000	251.110000	0.00880092	0.20000000	0.00176018	No

API Number

4205133800

Remarks:

HROW Unit

Prepared By:

Prepared Date:

GLO Base Updated By:

GLO Base Date:

RAM Approval By:

RAM Approval Date:

GIS By:

GIS Date:

Well Inventory By:

WI Date:

Pooling Committee Report

To: School Land Board

UPA158800

Date of Board Meeting:

Unit Number: 7477

Effective Date: 12/05/2014

Unit Expiration Date:

Applicant: Petromax Operating Company, Inc.

Attorney Rep:

Operator: PETROMAX OPERATING, CO., INC., GARLAND

Unit Name: John Malazzo B 1H

Field Name: AGUILA VADO (EAGLEFORD)

County: Burleson

<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	MF095313	0.20000000	06/15/1994	1 years	6.720000	2.210000	0.00176018

Private Acres:	248.900000
State Acres:	2.210000
Total Unit Acres:	251.110000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	0.88%
<u>State Net Revenue Interest:</u>	0.18%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	80 + Rule 86



Highway Right-of-Way Unit Designation Form
Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

Unit
7477

OPERATOR INFORMATION

Contact Name NICKY FITZGERALD Phone (972) 271-0999
Name of Pooled Unit JOHN MALAZZO B1H
Operator of Pooled Unit PMO County BURLESON
Effective Date of Unit Declaration: 12-15-2014

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-95313	6-19-1993	1yr (HBP)	20%	14.84 AC	2.21 AC

Total Unit Acreage 251.11 Ac.

Total HRWO Acreage In Unit 2.21 Ac.

Total Private (non-state) Acreage In Unit 248.90 Ac.

State's Royalty Revenue
Interest in Unit:

0. 0 0 1 7 6 0 1 8

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 100' below AC Base Depth top of false Bed

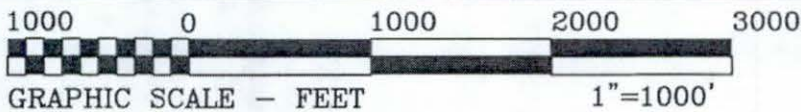
If pooling a Formation(s) please list Formation Name: Eagleford

RRC Field Name(s): AGUILA VADO (EAGLEFORD)

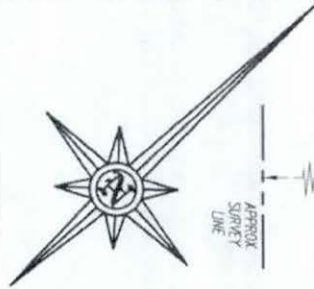
UNIT WELL(S)

API # 42-051-33800 RRC ID# _____
API # _____ RRC ID# _____
API # _____ RRC ID# _____
API # _____ RRC ID# _____

Unit 7477 MF095313



BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE (4203), AS OBTAINED BY GPS OBSERVATIONS.



STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30°33'11.390"N	LAT: 30°33'12.119"N
LONG: 96°29'01.470"W	LONG: 96°29'02.349"W
X: 3,211,470.4	N: 10,185,952.5
Y: 343,370.4	E: 3,507,949.7

PENETRATION POINT

NAD 27	NAD 83
LAT: 30°33'06.927"N	LAT: 30°33'07.657"N
LONG: 96°28'56.329"W	LONG: 96°28'57.207"W
X: 3,211,935.3	N: 10,185,517.5
Y: 342,935.4	E: 3,508,414.5

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30°33'06.314"N	LAT: 30°33'07.044"N
LONG: 96°28'55.583"W	LONG: 96°28'56.461"W
X: 3,212,002.6	N: 10,185,457.9
Y: 342,875.8	E: 3,508,481.8

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30°32'11.414"N	LAT: 30°32'12.146"N
LONG: 96°27'52.369"W	LONG: 96°27'53.245"W
X: 3,217,719.4	N: 10,180,106.9
Y: 337,524.9	E: 3,514,198.6

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30°32'09.742"N	LAT: 30°32'10.474"N
LONG: 96°27'50.452"W	LONG: 96°27'51.329"W
X: 3,217,892.7	N: 10,179,944.0
Y: 337,361.9	E: 3,514,371.9

AS DRILLED DATA

SL TO PP	S46°54'16"E	636.68'
PP TO FTP	S48°26'40"E	89.97'
FTP TO LTP	S46°53'36"E	7831.00'
LTP TO BHL	S46°45'58"E	237.96'

AS-DRILLED PLAT

**PMO
JOHN MALAZZO B 1H
251.11 AC. UNIT**

J. P. COLES
SURVEY, A-12 - 1H S.L.
J. P. COLES
SURVEY, A-12 - 1H B.H.L.
BURLESON COUNTY, TEXAS
Surface location is approximately
12.5 miles east of Caldwell,
Burleson County, Texas.

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

Prepared from a partial on the ground survey, deeds and other
instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429
of the State of Texas, do hereby certify this plat shows the surface
location of the subject well as staked on my direction.

Dated this the 22nd day of April, 2015.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc.



**CHARLES FALENASH
SURVEY, A-22**
BURLESON COUNTY, TEXAS

STEVEN N. PORTER, ET AL
404/135

SURFACE LOCATION
JOHN MALAZZO B 1H
ELEV. = 230'

X: 3,211,695.4
Y: 343,898.1

LEGEND

APPROX. SURVEY LINE = - - - - -
UNIT LINE = / / / / /

**J. P. COLES
SURVEY, A-12**
BURLESON COUNTY, TEXAS

251.11 ACRE UNIT

JOHN S. MALAZZO
473/437

JOHN S. MALAZZO
636/389

JOHN S. MALAZZO
473/437

JOSEPH DEAN WIGGINS
894/837

STATE OF TEXAS
2.21 AC.
218/154

J. HOLLAND PORTER
76/543

J. HOLLAND PORTER
169/190

**LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS**

1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WO 2781 JOHN MALAZZO B\RR6.DWG 2781PMO.CGC

PETROMAX OPERATING COMPANY, INC.
(JOHN MALAZZO B #1H)
UNIT DESIGNATION

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

THAT, the undersigned, being the owners of undivided interests in certain valid and subsisting Oil, Gas and Mineral Leases listed in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases"), and affecting certain tracts of land in Burleson County, Texas, by virtue of the authority conferred by the terms of said Leases and all amendments thereto, limited as set forth in Exhibit "A" thereof, do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the Leases, insofar and only insofar as they cover production from one hundred feet (100') below the stratigraphic equivalent of the base of the Austin Chalk formation found at a measured depth of 8,734' to the top of the False Buda at a measured depth of 9,118', as shown on the reference log dated January 22, 1982, for the Anna Unit #1 Well, API # 42-051-32062 dated located in Burleson County, Texas. The undersigned do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE that portion of the Leases as hereinabove set out only insofar as they cover production from the lands set out and outlined in the plat attached hereto as Exhibit "B" and more particularly described in Exhibit "C" attached hereto (collectively "Unit Acreage") and do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the royalties, working interests, overriding royalties, production payments, and other interests pertaining to the Unit Acreage and the production therefrom, insofar, and only insofar, as the Leases and other interests cover and include all oil, gas, condensate, distillate, and all other hydrocarbons of whatsoever nature, kind or character (whether in liquid, gaseous, or vaporous state) and gas rights as hereinabove defined, (the "Pooled Interests"), in and under such Unit Acreage to form a single pooled unit known as the "JOHN MALAZZO B #1H UNIT" (hereinafter the "Unit"), containing two hundred fifty-one and eleven one hundredths (251.11) acres, for the production of the Pooled Interests.

The production of the Pooled Interests from a well from any part of the Unit shall constitute production of such products from all of the Leases or minerals owned by the undersigned contained in the Unit. Drilling or reworking operations, or other operations conducted on any lands or lease within the Unit for the production of the Pooled Interests covered by this unit designation from the Unit shall constitute such operations for the production of Pooled Interests on all lands and leases included within the Unit.

All oil, gas, condensate, distillate, and other hydrocarbon products (whether in liquid, gaseous, or vaporous state) produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit, in the proportion that the number of acres in each of such tracts which are included in the Unit bears to the total number of acres in such Unit, and all working interests, royalties, overriding royalties, production payment interests, or other interests in the production from the Unit shall be computed on the basis of their respective interests in the production allocated to the tract or tracts in which they own an interest.

It is the intention of the undersigned to include, and it hereby includes in said Unit, all leases in which the undersigned now owns an interest, either legal or equitable, covering said Unit and any additional lease or leases which may be hereafter acquired by the undersigned, or any of the working interest owners, covering all or any part of the Unit during the time the Unit remains in effect.

Exhibit "A" attached hereto may be amended from time to time so as to correct any error or add thereto any additional oil, gas and mineral lease covering or affecting any part of the unitized area. Any such amendment shall be evidenced by an instrument in writing and signed by all of the undersigned, or its successors or assigns, and duly filed for record in the Office of the County Clerk of Burleson County, Texas. This Unit Designation is made subject to the declarants' rights at any time to amend the Unit or to alter the size of the Unit by eliminating, surrendering, or releasing any of the acreage included herein or by adding additional acreage thereto, such rights to be exercised by a declaration and placing of record an instrument identifying and describing the acreage to be eliminated, released, or added to the Unit.

The Unit hereby created shall become effective when a copy of this designation is filed for record in Burleson County, Texas, and shall remain in force for so long thereafter as there is a well on the Unit capable of producing oil, gas and hydrocarbons produced in association therewith, or until changed by later supplemental or amended unit designation filed by the leasehold or working interest owners of the Unit or their successors or assigns; provided that in the event a dry hole is drilled on said land or production of oil, gas, or other hydrocarbons produced in association therewith is secured on said lands and thereafter ceases so that there is no well on said lands capable of producing oil, gas, or other hydrocarbons produced in association therewith, then the Unit shall remain in force for such time as is authorized in any of the oil, gas and mineral leases in the Unit from the completion of such dry hole or cessation of production as is authorized under the terms of said leases for any reason, including additional drilling or reworking operations conducted on the Unit.

This instrument may be executed in multiple counterparts, each of which shall constitute an original and all of which, when construed together, shall constitute but one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for recording purposes.

EXECUTED effective this ____ day of December, 2014.


PETROMAX OPERATING CO., INC.

By: 
MIKE HOOVER
President

PETROMAX BRAZOS, LLC
By: Garland Energy, LLC, Its Manager

By: 
MIKE HOOVER
Manager

ESQUISTO RESOURCES, LLC

By: 
MIKE HOOVER
President

APACHE CORPORATION

By: DARRELL L. DONALDSON
Attorney in Fact

ACKNOWLEDGMENTS

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

Before me, the undersigned a Notary Public, in and for said County and State on this ____ day of December, 2014, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

Before me, _____, a Notary Public, on this day personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of ESQUISTO RESOURCES, L.L.C., a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

APACHE CORPORATION

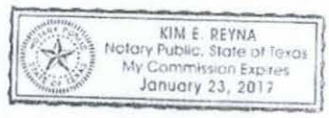
By: _____
DARRELL L. DONALDSON
Attorney in Fact

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned a Notary Public, in and for said County and State on this 15th day of December, 2014, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



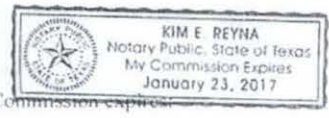
Kim E. Reyna
Notary Public

My Commission expires:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, Kim E. Reyna, a Notary Public, on this day personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of ESQUISTO RESOURCES, L.L.C. a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office the day and year last above written.



Kim E. Reyna
Notary Public

My Commission expires:

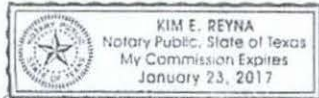
STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 15th day of December, 2014, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



My Commission expires:

Kim E. Reyna
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned a Notary Public, in and for said County and State on this _____ day of _____, 2014, personally appeared DARRELL L. DONALDSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this ____ day of December, 2014, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned a Notary Public, in and for said County and State on this 3RD day of ~~FEBRUARY~~ 2015, personally appeared DARRELL L. DONALDSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Samantha Burton
Notary Public

My Commission expires:

MARCH 14, 2015

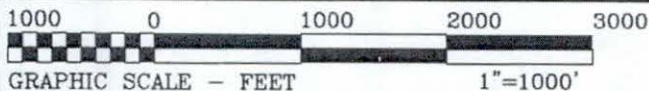


EXHIBIT "A"

Attached to and made a part of that certain Unit Designation for the Malazzo B 1H Well

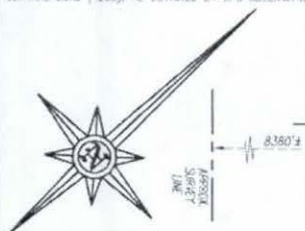
Lessor	Lessee	Date	Vol*	Page*
Dr. Roy Luepnitz, Trustee of the Josephine Loria and Sam P. Scamardo Memorial Trust 1993	PetroMax Brazos, LLC	6/17/2013	905	399
John Samuel Malazzo and wife, Donna J. Malazzo	PetroMax Brazos, LLC	7/12/2013	906	864
Franco DaConturbia and wife, Sandra A. DaConturbia	PetroMax Brazos, LLC	8/12/2013	911	754
Stefano DeAsarta and wife, Laura DeAsarta	Anadarko E&P Onshore LLC	6/1/2013	907	650
Dr. Roy Luepnitz, Trustee of the Josephine Loria and Sam P. Scamardo Memorial Trust 1993	PetroMax Brazos, LLC	6/17/2013	905	401
Franco DaConturbia and wife, Sandra A. DaConturbia	PetroMax Brazos, LLC	8/12/2013	911	756
John Samuel Malazzo and wife, Donna J. Malazzo	PetroMax Brazos, LLC	7/12/2013	907	4
Estelle S. Dewey	Union Pacific Resources Company	1/13/1993	212	171
Margaret D. Betzel, dealing in her separate property	Union Pacific Resources Company	1/13/1993	212	174
J. Holland Porter, dealing in his separate property	Union Pacific Resources Company	1/8/1993	212	179
Commissioner of the General Land Office of the State of Texas	Union Pacific Resources Company	6/15/1993	218	154

*All recording references are to the Official Records of Burleson County, Texas



CHARLES FALENASH
SURVEY, A-22
BURLESON COUNTY, TEXAS

BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927,
CENTRAL ZONE (4203), AS OBTAINED BY GPS OBSERVATIONS.



STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30°33'11.390"N	LAT: 30°33'12.119"N
LONG: 96°29'01.470"W	LONG: 96°29'02.349"W
X: 3,211,470.4	N: 10,185,952.5
Y: 343,370.4	E: 3,507,949.7

PENETRATION POINT

NAD 27	NAD 83
LAT: 30°33'06.927"N	LAT: 30°33'07.657"N
LONG: 96°28'56.329"W	LONG: 96°28'57.207"W
X: 3,211,935.3	N: 10,185,517.5
Y: 342,935.4	E: 3,508,414.5

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30°33'06.314"N	LAT: 30°33'07.044"N
LONG: 96°28'55.583"W	LONG: 96°28'56.461"W
X: 3,212,002.6	N: 10,185,457.9
Y: 342,875.8	E: 3,508,481.8

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30°32'11.414"N	LAT: 30°32'12.148"N
LONG: 96°27'52.369"W	LONG: 96°27'53.245"W
X: 3,217,719.4	N: 10,180,106.9
Y: 337,524.9	E: 3,514,198.6

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30°32'09.742"N	LAT: 30°32'10.474"N
LONG: 96°27'50.452"W	LONG: 96°27'51.329"W
X: 3,217,892.7	N: 10,179,944.0
Y: 337,361.9	E: 3,514,371.9

AS DRILLED DATA

SL TO PP	S46°54'16"E	636.68'
PP TO FTP	S48°26'40"E	89.97'
FTP TO LTP	S46°53'36"E	7831.00'
LTP TO BHL	S46°45'58"E	237.96'

AS-DRILLED PLAT

PMO
JOHN MALAZZO B 1H
251.11 AC. UNIT

J. P. COLES
SURVEY, A-12 - 1H S.L.
J. P. COLES
SURVEY, A-12 - 1H B.H.L.
BURLESON COUNTY, TEXAS
Surface location is approximately
12.5 miles east of Caldwell,
Burleson County, Texas.

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

Prepared from a partial on the ground survey, deeds and other
instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429
of the State of Texas, do hereby certify this plat shows the surface
location of the subject well as staked on the ground under my direction.

Dated this the 22nd day of April, 2015.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc.

LEGEND
APPROX. SURVEY LINE = - - - - -
UNIT LINE = =====

J. P. COLES
SURVEY, A-12
BURLESON COUNTY, TEXAS

PMO
JOHN MALAZZO A UNIT



LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WD 2781 JOHN MALAZZO B\RR06 DWG 2781PMO.CCG

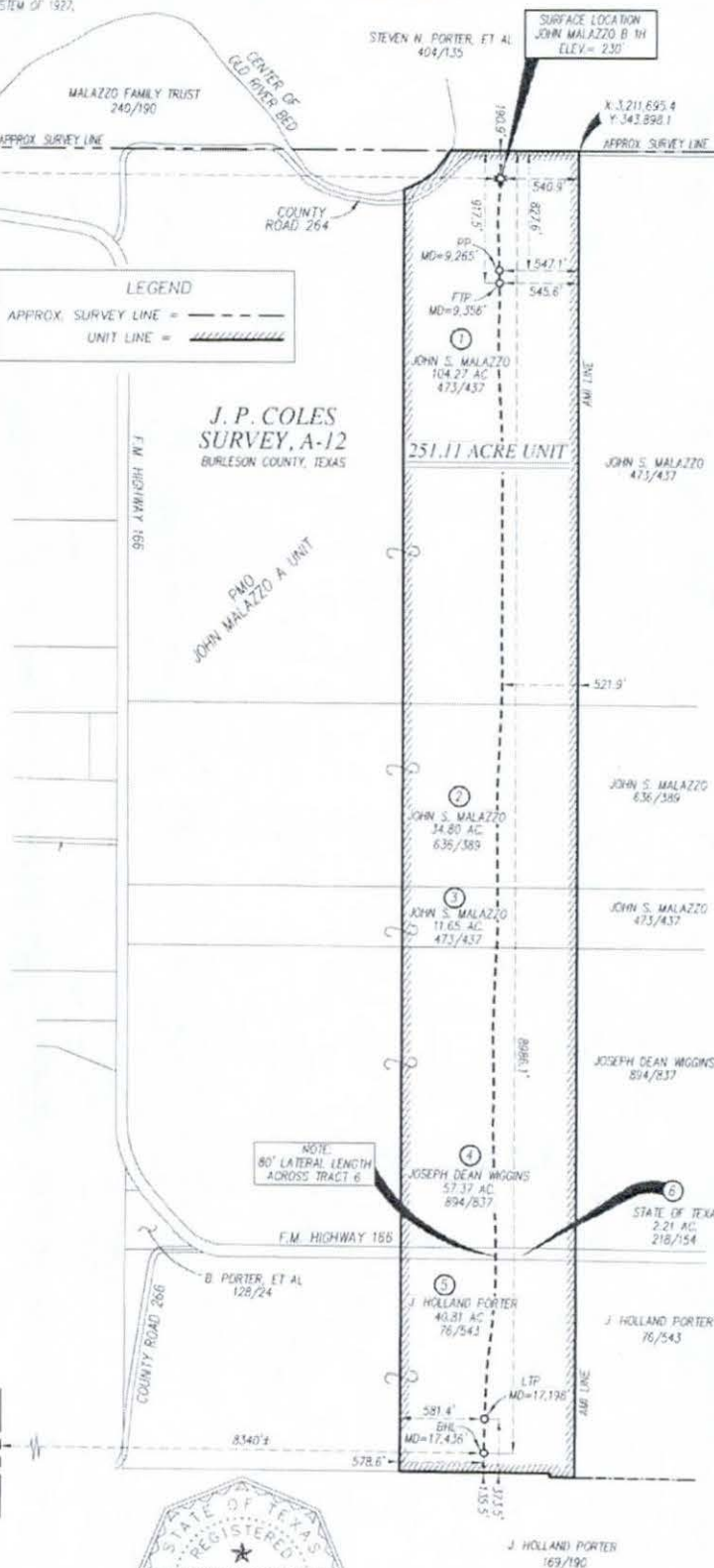


EXHIBIT "C"

Attached to and made a part of that certain Unit Designation for the John Malazzo "B" #1H Well

PMO
JOHN MALAZZO B UNIT
251.11 ACRE UNIT
BURLESON COUNTY,
TEXAS

Being 251.11 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the north corner of this unit, being on the apparent northwest line of said J. P. Coles Survey, A-12, common with the southeast line of the Charles Falenash Survey, A-22, being on a northwest line of a John S. Malazzo tract (473/437), and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,211,695.4 and Y=343,898.1, a 1/2" iron rod found for the west corner of said Malazzo tract bears South 42 degrees 31 minutes 54 seconds West, 3145.29 feet;

THENCE along the northeast line of this unit, being through various John S. Malazzo tracts, through a Joseph Dean Wiggins tract (894/837), crossing F. M. Highway 166 and then through a J. Holland Porter tract (76/543), South 47 degrees 27 minutes 36 seconds East, 9151.35 feet to the east corner hereof;

THENCE along the southeast perimeter of this unit, as follows: South 42 degrees 59 minutes 45 seconds West, 173.05 feet;

North 48 degrees 45 minutes 20 seconds West, 27.77 feet; and

South 42 degrees 36 minutes 15 seconds West, 1030.80 feet to the south corner of this unit;

THENCE along the southwest line of this unit, North 47 degrees 27 minutes 36 seconds West, 8851.50 feet to a westerly exterior corner of this unit, being in the center of Old River Bed;

THENCE along the center of said river bed with its meanders, as follows: North 25 degrees 10 minutes 04 seconds East, 23.33 feet;

North 15 degrees 52 minutes 44 seconds East, 119.42 feet;

North 05 degrees 10 minutes 49 seconds East, 92.58 feet;

North 09 degrees 08 minutes 43 seconds West, 125.67 feet; and

North 13 degrees 51 minutes 52 seconds West, 64.94 feet to a westerly exterior corner of this unit, being in said river bed;

THENCE along said apparent common line of said Coles and Falenash Surveys, North 42 degrees 31 minutes 54 seconds East, 888.05 feet to the PLACE OF BEGINNING, containing 251.11 acres of land, more or less.

Reference is hereby made to a separate plat of this unit dated October 13, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observations.

File No. MF 095313
Unit Burlington County
Unit Agreement - 7477
Date Filed: 4/23/2015
By George R. Bush, Commissioner

OIL AND GAS DIVISION ORDER

Date: 06/23/2015

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

See 'Exhibit A'
Attached hereto

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

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

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

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

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

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

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

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

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

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

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

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME
STATE OF TEXAS

SOCIAL SECURITY OR TAX ID NUMBER

COMMISSIONER OF THE GENERAL LAND OF
STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701
0085439001

4326844404
OWNER TELEPHONE NUMBER

OWNER EMAIL ID



Property: 02030701/00001 JOHN MALAZZO A #1H
State: TEXAS County/Parish: BURLESON

Venture Number: 029745

<u>OWNER</u>	<u>INTEREST TYPE</u>	<u>EXC</u>	<u>INTEREST</u>	<u>EFF DATE</u>
0085439001 STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00082833	9/1/2014

Legal Description:

TX BURLESON CHARLES FALENASH ABST/ID# 22

UNIT 74.77
MF 095313

DIVISION ORDERS

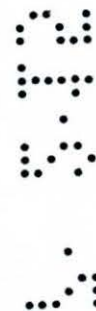
File No. MF 095313

_____ *200000*

Date Filed: 7-17-15

George P. Bush, Commissioner

By TRAVIS MATTHEWS



DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA158893

Unit Number 7592
Operator Name Petromax Operating Co INC Effective Date 12/15/2014
Customer ID C000047406 Unitized For Oil And Gas
Unit Name John Malazzo A 1H Unit Term
County 1 Burleson RRC District 1 03 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest Oil 0.00248500 Gas 0.00248500
State Part in Unit 0.01242500
Unit Depth Specified Depths Well
From Depth Formation Top of Eagle Ford Shale to Base of Eagle Ford Shale
To Depth
Participation Basis Surface Acreage
If Excluions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF095313	1	4.970000	400.000000	0.01242500	Gas	0.20000000	0.00248500	No
MF095313	1	4.970000	400.000000	0.01242500	O/G	0.20000000	0.00248500	No
MF095313	1	4.970000	400.000000	0.01242500	Oil	0.20000000	0.00248500	No

API Number

4205133824, 4205133848

Remarks:

HROW Unit

Prepared By:

cmB

Prepared Date:

7/20/2015

GLO Base Updated By:

cmB

GLO Base Date:

7/20/2015

RAM Approval By:

VS

RAM Approval Date:

7/23/2015

GIS By:

cmB

GIS Date:

7/20/2015

Well Inventory By:

cmB

WI Date:

7/20/2015

Pooling Committee Report

To: School Land Board

UPA158893

Date of Board Meeting:

Unit Number: 7592

Effective Date: 12/15/2014

Unit Expiration Date:

Applicant: Petromax Operating

Attorney Rep:

Operator: PETROMAX OPERATING, CO., INC., GARLAND

Unit Name: John Malazzo A 1H

Field Name: AGUILA VADO (EAGLEFORD)

County: Burleson

<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	MF095313	0.20000000	06/15/1994	1 years	6.720000	4.970000	0.00248500

Private Acres:	395.030000
State Acres:	4.970000
Total Unit Acres:	400.000000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	1.24%
<u>State Net Revenue Interest:</u>	0.25%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	80 + Rule 86



Highway Right-of-Way Unit Designation Form

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

7592

OPERATOR INFORMATION

Contact Name Nicky Fitzgerald Phone (972) 271-0999

Name of Pooled Unit John Malazzo A 1H

Operator of Pooled Unit PMO Petromax Operating County Burleson

Effective Date of Unit Declaration: 12/15/2014

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-95313	6/19/1993	1yr. (HBP)	20%	14.56	4.97

Total Unit Acreage 400 Ac.

Total HRWO Acreage In Unit 4.97 Ac.

Total Private (non-state) Acreage In Unit 395.03 Ac.

State's Royalty Revenue Interest in Unit:	0.	0	0	1	6	5	6	6	7
---	----	---	---	---	---	---	---	---	---

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 100' below Austin Chalk Base Depth top of False Buda

If pooling a Formation(s) please list Formation Name: Eagleford

RRC Field Name(s): Aguila Vado (Eagleford)

UNIT WELL(S)

API # 42-051-33824 RRC ID# _____

API # _____ RRC ID# _____

API # _____ RRC ID# _____

API # _____ RRC ID# _____

HRow Unit 7592

MF095313

1000 0 1000 2000 3000

GRAPHIC SCALE - FEET

BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE (4203), AS OBTAINED BY GPS OBSERVATIONS.

STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30°33'00.735"N	LAT: 30°33'01.464"W
LONG: 96°29'20.289"W	LONG: 96°29'21.167"W
X: 3,209,863.2	N: 10,184,819.9
Y: 342,237.8	E: 3,506,342.5

PENETRATION POINT

NAD 27	NAD 83
LAT: 30°32'57.191"N	LAT: 30°32'57.921"N
LONG: 96°29'17.997"W	LONG: 96°29'18.876"W
X: 3,210,075.9	N: 10,184,469.0
Y: 341,886.9	E: 3,506,555.1

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30°32'55.930"N	LAT: 30°32'56.660"N
LONG: 96°29'16.474"W	LONG: 96°29'17.352"W
X: 3,210,213.4	N: 10,184,346.3
Y: 341,764.2	E: 3,506,692.6

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30°31'57.730"N	LAT: 30°31'58.462"N
LONG: 96°28'06.791"W	LONG: 96°28'07.668"W
X: 3,216,506.9	N: 10,178,681.6
Y: 336,099.5	E: 3,512,986.1

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30°31'56.393"N	LAT: 30°31'57.125"N
LONG: 96°28'05.107"W	LONG: 96°28'05.983"W
X: 3,216,658.8	N: 10,178,551.7
Y: 335,969.6	E: 3,513,138.0

AS DRILLED DATA

SL TO PP	S31°12'59"E	410.28'
PP TO FTP	S48°15'51"E	184.33'
FTP TO LTP	S48°00'35"E	8468.23'
LTP TO BHL	S49°28'13"E	199.89'

AS-DRILLED PLAT
PMO
JOHN MALAZZO A 1H
400.00 AC. UNIT

CHARLES FALENASH
SURVEY, A-12 - 1H S.L.
J. P. COLES
SURVEY, A-12 - 1H B.H.L.
BURLESON COUNTY, TEXAS
BURELSON location is approximately
12.2 miles east of Caldwell,
Burleson County, Texas.

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

Prepared from a partial on the ground survey, deeds and other instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify this plat shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 22nd day of April, 2015.

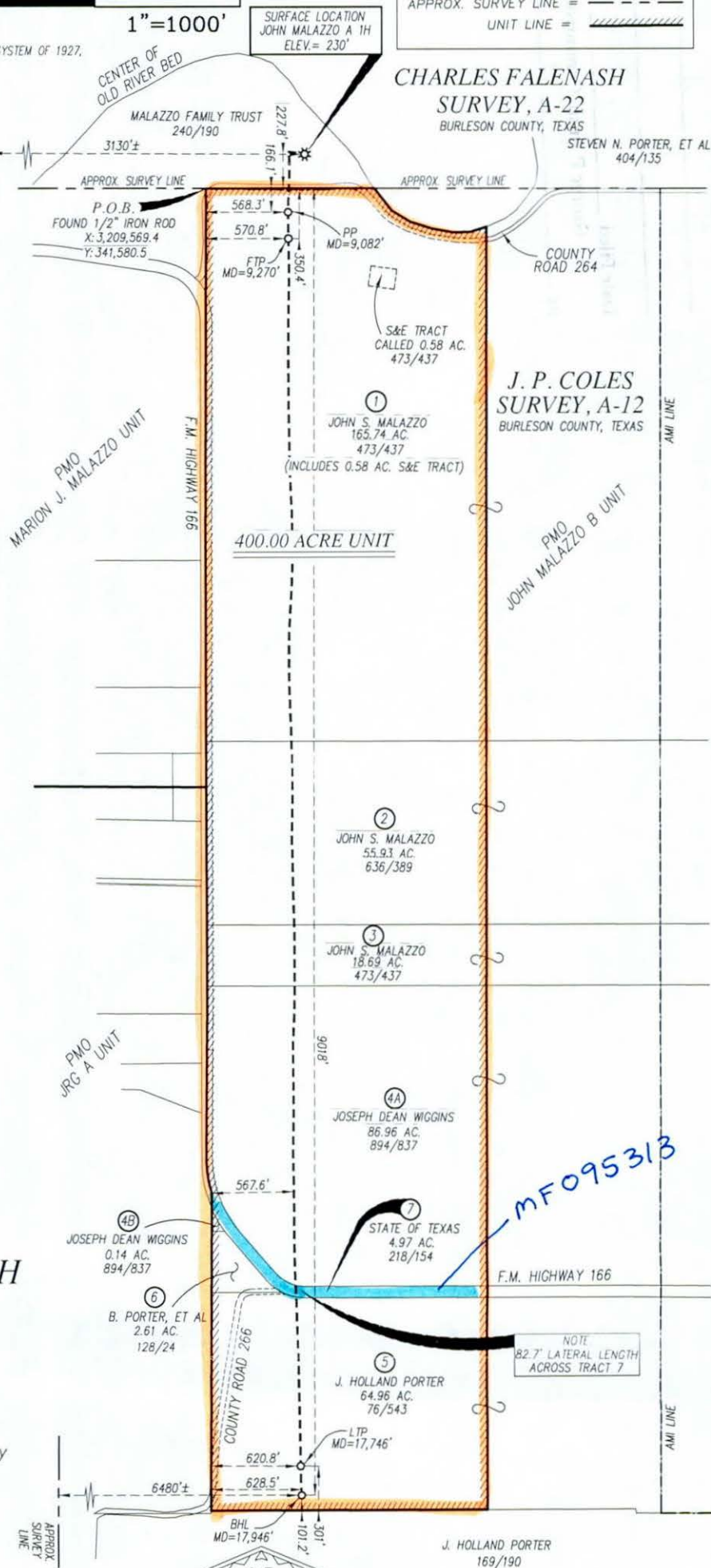
Matt D. Lampe
Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WO 2781 JOHN MALAZZO A\RR1-B.DWG 2781PMO.CGC

LEGEND

APPROX. SURVEY LINE = - - - - -
UNIT LINE =



File No. MF 095313
BUCK Slip unit 7592 County

Date Filed: 7-20-15

George P. Bush, Commissioner
By GP

PETROMAX OPERATING COMPANY, INC.
(JOHN MALAZZO A #1H)
UNIT DESIGNATION

STATE OF TEXAS }
 }
COUNTY OF BURLESON } KNOW ALL MEN BY THESE PRESENTS.

THAT, the undersigned, being the owners of undivided interests in certain valid and subsisting Oil, Gas and Mineral Leases listed in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases"), and affecting certain tracts of land in Burleson County, Texas, by virtue of the authority conferred by the terms of said Leases and all amendments thereto, limited as set forth in Exhibit "A" thereof, do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the Leases, insofar and only insofar as they cover production from one hundred feet (100') below the stratigraphic equivalent of the base of the Austin Chalk formation found at a measured depth of 8,734' to the top of the False Buda at a measured depth of 9,118', as shown on the reference log dated January 22, 1982, for the Anna Unit #1 Well, API # 42-051-32062 located in Burleson County, Texas. The undersigned do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE that portion of the Leases as hereinabove set out only insofar as they cover production from the lands set out and outlined in the plat attached hereto as Exhibit "B" and more particularly described in Exhibit "C" attached hereto (collectively "Unit Acreage") and do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the royalties, working interests, overriding royalties, production payments, and other interests pertaining to the Unit Acreage and the production therefrom, insofar, and only insofar, as the Leases and other interests cover and include all oil, gas, condensate, distillate and all other hydrocarbons of whatsoever nature, kind or character (whether in liquid, gaseous, or vaporous state) and gas rights as hereinabove defined, (the "Pooled Interests"), in and under such Unit Acreage to form a single pooled unit known as the "JOHN MALAZZO A #1H UNIT" (hereinafter the "Unit"), containing four hundred (400.00) acres, for the production of the Pooled Interests.

The production of the Pooled Interests from a well from any part of the Unit shall constitute production of such products from all of the Leases or minerals owned by the undersigned contained in the Unit. Drilling or reworking operations, or other operations conducted on any lands or lease within the Unit for the production of the Pooled Interests covered by this unit designation from the Unit shall constitute such operations for the production of Pooled Interests on all lands and leases included within the Unit.

All oil, gas, condensate, distillate, and other hydrocarbon products (whether in liquid, gaseous, or vaporous state) produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit, in the proportion that the number of acres in each of such tracts which are included in the Unit bears to the total number of acres in such Unit, and all working interests, royalties, overriding royalties, production payment interests, or other interests in the production from the Unit shall be computed on the basis of their respective interests in the production allocated to the tract or tracts in which they own an interest.

It is the intention of the undersigned to include, and it hereby includes in said Unit, all leases in which the undersigned now owns an interest, either legal or equitable, covering said Unit and any additional lease or leases which may be hereafter acquired by the undersigned, or any of the working interest owners, covering all or any part of the Unit during the time the Unit remains in effect.

Exhibit "A" attached hereto may be amended from time to time so as to correct any error or add thereto any additional oil, gas and mineral lease covering or affecting any part of the unitized area. Any such amendment shall be evidenced by an instrument in writing and signed by all of the undersigned, or its successors or assigns, and duly filed for record in the Office of the County Clerk of Burleson County, Texas. This Unit Designation is made subject to the declarants' rights at any time to amend the Unit or to alter the size of the Unit by eliminating, surrendering, or releasing any of the acreage included herein or by adding additional acreage thereto, such rights to be exercised by a declaration and placing of record an instrument identifying and describing the acreage to be eliminated, released, or added to the Unit.

The Unit hereby created shall become effective when a copy of this designation is filed for record in Burleson County, Texas, and shall remain in force for so long thereafter as there is a well on the Unit capable of producing oil, gas and hydrocarbons produced in association therewith, or until changed by later supplemental or amended unit designation filed by the leasehold or working interest owners of the Unit or their successors or assigns; provided that in the event a dry hole is drilled on said land or production of oil, gas, or other hydrocarbons produced in association therewith is secured on said lands and thereafter ceases so that there is no well on said lands capable of producing oil, gas, or other hydrocarbons produced in association therewith, then the Unit shall remain in force for such time as is authorized in any of the oil, gas and mineral leases in the Unit from the completion of such dry hole or cessation of production as is authorized under the terms of said leases for any reason, including additional drilling or reworking operations conducted on the Unit.

This instrument may be executed in multiple counterparts, each of which shall constitute an original and all of which, when construed together, shall constitute but one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for recording purposes.

EXECUTED effective this ____ day of December, 2014.

PETROMAX OPERATING CO., INC.

By: 

MIKE HOOVER
President

PETROMAX BRAZOS, LLC

By: Garland Energy, LLC, Its Manager

By: 

MIKE HOOVER
Manager

ESQUISTO RESOURCES, LLC

By: 

MIKE HOOVER
President

APACHE CORPORATION

By: _____
DARRELL L. DONALDSON
Attorney in Fact

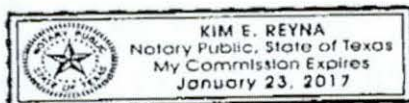
Doc 00002668 Ek OR Vol 998 Pg 554

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned a Notary Public, in and for said County and State on this 15th day of December, 2014, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



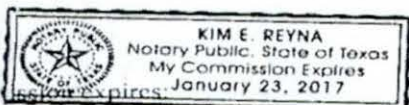
Kim E. Reyna
Notary Public

My Commission expires:

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, Kim E. Reyna, a Notary Public, on this day personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of ESQUISTO RESOURCES, LLC, a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office the day and year last above written.



Kim E. Reyna
Notary Public

My Commission Expires:

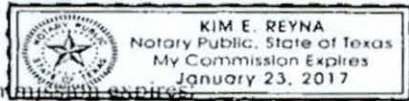
STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

Before me, the undersigned a Notary Public, in and for said County and State on this 15th day of December, 2014, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



My Commission expires:

Kim E. Reyna
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned a Notary Public, in and for said County and State on this ____ day of _____, 2014, personally appeared DARRELL L. DONALDSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

APACHE CORPORATION

By: 
DARRELL L. DONALDSON
Attorney in Fact

1440
8r

ACKNOWLEDGMENTS

STATE OF TEXAS	§	Doc	Bk	Vol	Pg
	§	00002668	OR	998	556
COUNTY OF DALLAS	§				

Before me, the undersigned a Notary Public, in and for said County and State on this ____ day of December, 2014, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS	§
	§
COUNTY OF DALLAS	§

Before me, _____, a Notary Public, on this day personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of ESQUISTO RESOURCES, LLC, a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

Before me, the undersigned a Notary Public, in and for said County and State on this ____ day of December, 2014, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Commission expires:

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned a Notary Public, in and for said County and State on this 29th day of ~~FEBRUARY~~ 2015, personally appeared DARRELL L. DONALDSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Samantha J. Burton
Notary Public

My Commission expires:

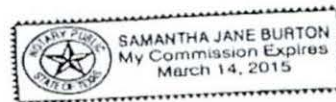
MARCH 14, 2015

EXHIBIT 'A'

Attached to and made a part of that certain Unit Designation for the John Malazzo A #1H Well

Lessor	Lessee	Date	Book	Page
Jarvis H. Porter, As His Sole and Separate Property	PetroMax Brazos, LLC	5/6/2014	956	827
Alma Ann Porter Wilder, as her sole and separate property	PetroMax Brazos, LLC	4/3/2014	984	22
Mary Sue Porter Rabe, as her sole and separate property	PetroMax Brazos, LLC	5/8/2014	984	20
Priscilla Jane Porter Speed, as her sole and separate property	PetroMax Brazos, LLC	9/17/2014	984	18
Jarvis H. Porter, dealing in his sole and separate property	PetroMax Brazos, LLC	6/7/2013	904	346
Alma Ann Porter Wilder, dealing in her sole and separate property	PetroMax Brazos, LLC	7/10/2013	906	735
Priscilla Jane Porter Speed, dealing in her sole and separate property	PetroMax Brazos, LLC	7/11/2013	906	862
Mary Sue Porter Rabe, dealing in his sole and separate property	PetroMax Brazos, LLC	7/12/2013	906	741
Dr. Roy Luepnitz, Trustee of the Josephine Loria and Sam P. Scamardo Memorial Trust 1993	PetroMax Brazos, LLC	6/17/2013	905	399
John Samuel Malazzo and wife, Donna J. Malazzo	PetroMax Brazos, LLC	7/12/2013	906	864
Franco DaConturbia and wife, Sandra A. DaConturbia	PetroMax Brazos, LLC	8/12/2013	911	754
Stefano DeAsarta and wife, Laura DeAsarta	Anadarko E&P Onshore LLC	6/1/2013	907	650
Dr. Roy Luepnitz, Trustee of the Josephine Loria and Sam P. Scamardo Memorial Trust 1993	PetroMax Brazos, LLC	6/17/2013	905	401
Franco DaConturbia and wife, Sandra A. DaConturbia	PetroMax Brazos, LLC	8/12/2013	911	756
John Samuel Malazzo and wife, Donna J. Malazzo	PetroMax Brazos, LLC	7/12/2013	907	4
State of Texas	Union Pacific Resources Company	6/15/1993	218	154
Estelle S. Dewey	Union Pacific Resources Company	1/13/1993	212	171
Margaret D. Betzel, dealing in her separate property	Union Pacific Resources Company	1/13/1993	212	174
J. Holland Porter, dealing in his separate property	Union Pacific Resources Company	1/8/1993	212	179

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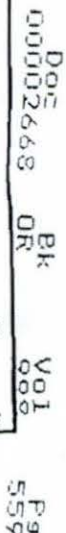


EXHIBIT "C"

Attached to and made a part of that certain Unit Designation for the John Malazzo A 1H Well

PMO
JOHN MALAZZO A UNIT
400.00 ACRE UNIT
BURLESON COUNTY, TEXAS

Being 400.00 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at a found 1/2" iron rod for the west corner of this unit, being on the apparent northwest line of said J. P. Coles Survey, A-12, common with the southeast line of the Charles Falenash Survey, A-22, being on a northwest line of a John S. Malazzo tract (473/437), and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,209,569.4 and Y=341,580.5;

THENCE along the northwest line of this unit, North 42 degrees 31 minutes 54 seconds East, 1166.38 feet to a northerly exterior corner hereof, being in the center of Old River Bed;

THENCE along the center of said river bed with its meanders, as follows:

South 84 degrees 51 minutes 16 seconds East, 195.94 feet;
North 73 degrees 13 minutes 53 seconds East, 152.65 feet;
North 60 degrees 10 minutes 24 seconds East, 159.02 feet;
North 52 degrees 17 minutes 51 seconds East, 149.76 feet;
North 41 degrees 07 minutes 17 seconds East, 112.95 feet; and
North 25 degrees 10 minutes 04 seconds East, 117.49 feet to a northerly exterior corner of this unit;

THENCE along the northeast line of this unit, being through various John S. Malazzo tracts, through a Joseph Dean Wiggins tract (894/837), crossing F. M. Highway 166 and then through a J. Holland Porter tract (76/543), South 47 degrees 27 minutes 36 seconds East, 8851.50 feet to the east corner hereof;

THENCE along the southeast line of this unit, South 42 degrees 36 minutes 15 seconds West, 1910.55 feet to the south corner of this unit;

THENCE along the southwest perimeter of this unit, as follows:

North 47 degrees 16 minutes 11 seconds West, 2193.04 feet to corner in F. M. Highway 166;
Along a clockwise curve having a radius of 818.51 feet, an arc length of 258.68 feet, and a chord of North 55 degrees 50 minutes 41 seconds West, 257.61 feet;
North 47 degrees 00 minutes 25 seconds West, 1092.85 feet;
North 47 degrees 41 minutes 30 seconds West, 1717.43 feet;
North 47 degrees 32 minutes 21 seconds West, 1600.20 feet;
North 47 degrees 26 minutes 31 seconds West, 1561.01 feet; and
North 47 degrees 27 minutes 33 seconds West, 699.13 feet to the PLACE OF BEGINNING, containing 400.00 acres of land, more or less.

Reference is hereby made to a separate plat of this unit dated October 13, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observations.

Filed for Record in:
Burleson County

On: Apr 09, 2015 at 01:43P

As on Official Public Records

Document Number: 00002668

Amount: 50.00

Receipt Number - 103272

By:
Elia Nelson

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page or
the record records of:
Burleson County
As stamped hereon by me.

Apr 09, 2015

Anita L. Schriack
Burleson County Clerk

File No. MF 09S313 18.
Unit Designation County

Date Filed: 7-20-15

George P. Bush, Commissioner

By JK

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA158894

Unit Number 7593
Operator Name Petromax Operating Co INC
Customer ID C000047406
Unit Name JRG A 1H
County 1 Burleson RRC District 1 03
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest Oil 0.00047225 Gas 0.00047225
State Part in Unit 0.00236125
Unit Depth Specified Depths
From Depth Well
To Depth Formation Top of Eagle Ford Shale to Base of Eagle Ford Shale
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 01/19/2015
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
MF095313	1	0.970000	410.800000	0.00236125	Gas	0.20000000	0.00047225	No
MF095313	1	0.970000	410.800000	0.00236125	O/G	0.20000000	0.00047225	No
MF095313	1	0.970000	410.800000	0.00236125	Oil	0.20000000	0.00047225	No

API Number

4205133826

Remarks:

HROW Unit

Prepared By:

MB

Prepared Date:

7/20/15

GLO Base Updated By:

MB

GLO Base Date:

7/20/15

RAM Approval By:

MB

RAM Approval Date:

7/23/15

GIS By:

MB

GIS Date:

7/20/15

Well Inventory By:

MB

WI Date:

7/20/15

Pooling Committee Report

To: School Land Board

UPA158894

Date of Board Meeting:

Unit Number: 7593

Effective Date: 01/19/2015

Unit Expiration Date:

Applicant: Petromax Operating

Attorney Rep:

Operator: PETROMAX OPERATING, CO., INC., GARLAND

Unit Name: JRG A 1H

Field Name: AGUILA VADO (EAGLEFORD)

County: Burleson

<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	MF095313	0.20000000	06/15/1994	1 years	6.720000	0.970000	0.00047225

Private Acres:	409.830000
State Acres:	0.970000
Total Unit Acres:	410.800000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	0.24%
<u>State Net Revenue Interest:</u>	0.05%

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

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	80 + Rule 86



Highway Right-of-Way Unit Designation Form

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

7593

OPERATOR INFORMATION

Contact Name Nicky Fitzgerald Phone (972) 271-0999

Name of Pooled Unit JRG A 1H

Operator of Pooled Unit PMO Petromax Operating County Burleson

Effective Date of Unit Declaration: 01/19/2015

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-95313	6/15/1993	1 yr. (HBP)	20%	5.97	.97

Total Unit Acreage 410.80 Ac.

Total HRWO Acreage In Unit .97 Ac.

Total Private (non-state) Acreage In Unit 409.83 Ac.

State's Royalty Revenue
Interest in Unit:

0. 0 0 0 4 7 2 2 5

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 100' below Austin Chalk Base Depth top of False Buda

If pooling a Formation(s) please list Formation Name: Eagleford

RRC Field Name(s): Aguila Vado (Eagleford)

UNIT WELL(S)

API # 42-051-33826 RRC ID# _____

API # _____ RRC ID# _____

API # _____ RRC ID# _____

API # _____ RRC ID# _____

HRow Unit 7593

MF 095313

1000 0 1000 2000 3000

GRAPHIC SCALE - FEET

1"=1000'

BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE (4203), AS OBTAINED BY GPS OBSERVATIONS.

APPROX. SURVEY LINE



LEGEND

APPROX. SURVEY LINE = ---
UNIT LINE = - - - - -STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30°32'22.618"N	LAT: 30°32'23.350"N
LONG: 96°28'53.726"W	LONG: 96°28'54.604"W
X: 3,212,317.7	N: 10,181,052.0
Y: 3,38,469.9	E: 3,508,796.9

PENETRATION POINT

NAD 27	NAD 83
LAT: 30°32'25.575"N	LAT: 30°32'26.306"N
LONG: 96°28'55.552"W	LONG: 96°28'56.430"W
X: 3,212,147.8	N: 10,181,344.9
Y: 3,38,762.8	E: 3,508,627.1

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30°32'19.224"N	LAT: 30°32'19.956"N
LONG: 96°28'47.181"W	LONG: 96°28'48.059"W
X: 3,212,901.6	N: 10,180,729.1
Y: 3,38,147.0	E: 3,509,380.8

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30°31'34.278"N	LAT: 30°31'35.011"N
LONG: 96°27'55.109"W	LONG: 96°27'55.986"W
X: 3,217,610.2	N: 10,176,349.4
Y: 3,33,767.3	E: 3,514,089.4

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30°31'33.148"N	LAT: 30°31'33.881"N
LONG: 96°27'54.034"W	LONG: 96°27'54.911"W
X: 3,217,708.2	N: 10,176,238.5
Y: 3,33,656.4	E: 3,514,187.4

AS DRILLED DATA

SL TO PP	N30°06'42"W	338.65'
PP TO FTP	S50°45'13"E	973.39'
FTP TO LTP	S47°04'21"E	6431.26'
LTP TO BHL	S41°27'32"E	147.95'

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

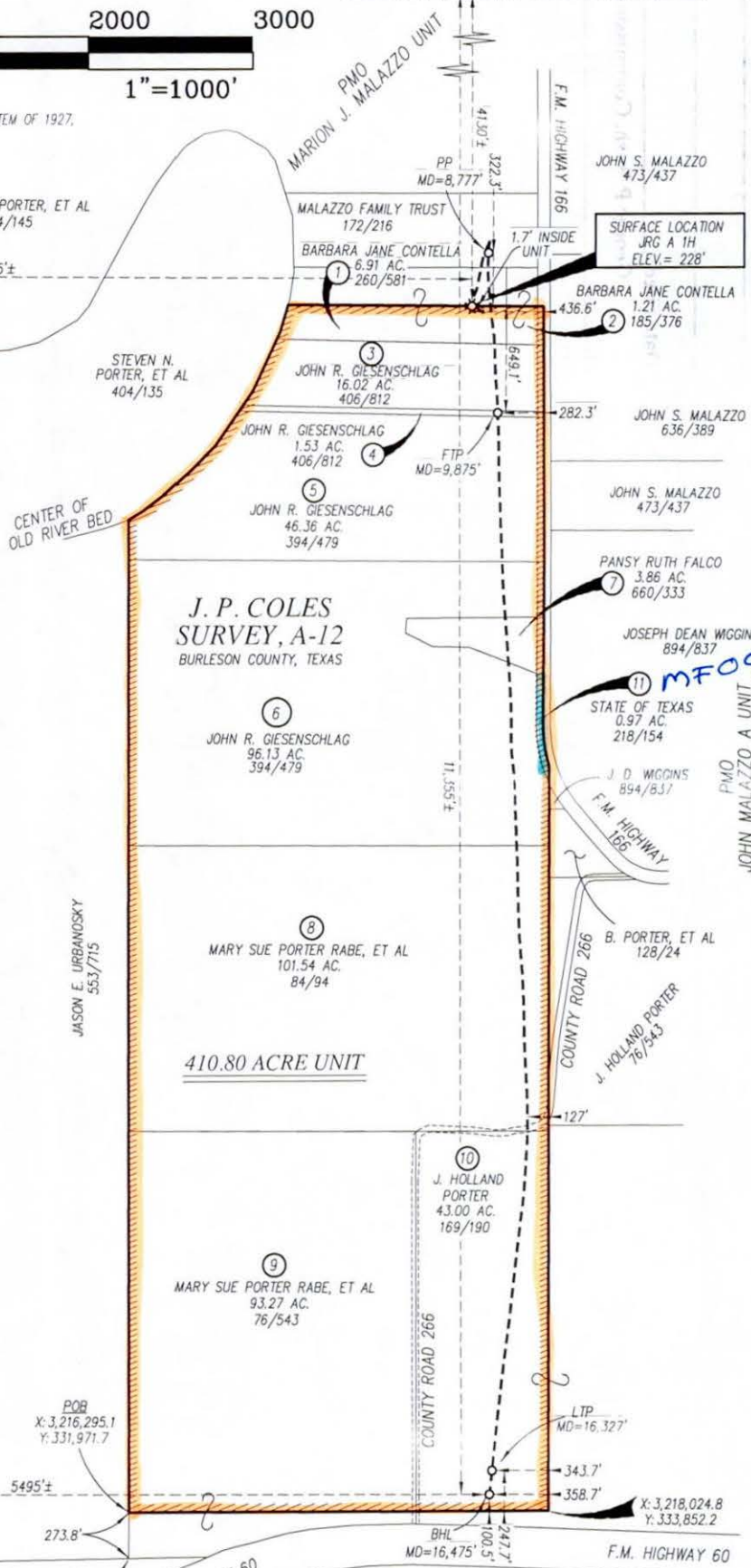
Prepared from a partial on the ground survey, deeds and other instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify this plat shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 20th day of May, 2015.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc.

APPROX. SURVEY LINE

AS-DRILLED PLAT
PMO
JRG A 1H
410.80 AC. UNITJ. P. COLES
SURVEY, A-12 - 1H S.L.
J. P. COLES
SURVEY, A-12 - 1H B.H.L.
BURLESON COUNTY, TEXAS
Surface location is approximately
12.6 miles east of Caldwell,
Burleson County, Texas.LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WO 2781 JRG A\RRR 9.DWG 2781PMO.CGC

19
File No. MF 095313
BUCKLE UP UNIT 7593 County

Date Filed: 7-20-15
George P. Bush, Commissioner
By OK

PETROMAX OPERATING COMPANY, INC.
(JRG A IH)
UNIT DESIGNATION

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

THAT, the undersigned, being the owners of undivided interests in certain valid and subsisting Oil, Gas and Mineral Leases listed in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases"), and affecting certain tracts of land in Burleson County, Texas, by virtue of the authority conferred by the terms of said Leases and all amendments thereto, limited as set forth in Exhibit "A" thereof, do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the Leases, insofar and only insofar as they cover production from the "Eagle Ford Formation." As used herein the Eagle Ford Formation shall mean the stratigraphic equivalent of the following interval, hereby deemed to be one and the same formation: from 100 feet below the base of the Austin Chalk formation at a measured depth of 8,734 feet to the top of the False Buda limestone formation at a measured depth of 9,120 feet, as shown on the reference log dated January 22, 1982 for the Anna Unit #1 Well, API # 42-051-32062 dated located in Burleson County, Texas. The undersigned do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE that portion of the Leases as hereinabove set out only insofar as they cover production from the lands set out and outlined in the plat attached hereto as Exhibit "B" and more particularly described in Exhibit "C" attached hereto (collectively "Unit Acreage") and do hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the royalties, working interests, overriding royalties, production payments, and other interests pertaining to the Unit Acreage and the production therefrom, insofar, and only insofar, as the Leases and other interests cover and include all oil, gas, condensate, distillate, and all other hydrocarbons of whatsoever nature, kind or character (whether in liquid, gaseous, or vaporous state) and gas rights as hereinabove defined, (the "Pooled Interests"), in and under such Unit Acreage to form a single pooled unit known as the "JRG A IH" (hereinafter the "Unit"), containing four hundred forty-nine and twenty-four one hundredths (449.24) acres, for the production of the Pooled Interests.

The production of the Pooled Interests from a well from any part of the Unit shall constitute production of such products from all of the Leases or minerals owned by the undersigned contained in the Unit. Drilling or reworking operations, or other operations conducted on any lands or lease within the Unit for the production of the Pooled Interests covered by this unit designation from the Unit shall constitute such operations for the production of Pooled Interests on all lands and leases included within the Unit.

All oil, gas, condensate, distillate, and other hydrocarbon products (whether in liquid, gaseous, or vaporous state) produced from any well on the Unit shall be allocated proportionately among all of the tracts within the Unit, in the proportion that the number of acres in each of such tracts which are included in the Unit bears to the total number of acres in such Unit, and all working interests, royalties, overriding royalties, production payment interests, or other interests in the production from the Unit shall be computed on the basis of their respective interests in the production allocated to the tract or tracts in which they own an interest.

It is the intention of the undersigned to include, and it hereby includes in said Unit, all leases in which the undersigned now owns an interest, either legal or equitable, covering said Unit and any additional lease or leases which may be hereafter acquired by the undersigned, or any of the working interest owners, covering all or any part of the Unit during the time the Unit remains in effect.

Exhibit "A" attached hereto may be amended from time to time so as to correct any error or add thereto any additional oil, gas and mineral lease covering or affecting any part of the unitized area.

Any such amendment shall be evidenced by an instrument in writing and signed by all of the undersigned, or its successors or assigns, and duly filed for record in the Office of the County Clerk of Burleson County, Texas. This Unit Designation is made subject to the declarants' rights at any time to amend the Unit or to alter the size of the Unit by eliminating, surrendering, or releasing any of the acreage included herein or by adding additional acreage thereto, such rights to be exercised by a declaration and placing of record an instrument identifying and describing the acreage to be eliminated, released, or added to the Unit.

The Unit hereby created shall become effective when a copy of this designation is filed for record in Burleson County, Texas, and shall remain in force for so long thereafter as there is a well on the Unit capable of producing oil, gas and hydrocarbons produced in association therewith, or until changed by later supplemental or amended unit designation filed by the leasehold or working interest owners of the Unit or their successors or assigns; provided that in the event a dry hole is drilled on said land or production of oil, gas, or other hydrocarbons produced in association therewith is secured on said lands and thereafter ceases so that there is no well on said lands capable of producing oil, gas, or other hydrocarbons produced in association therewith, then the Unit shall remain in force for such time as is authorized in any of the oil, gas and mineral leases in the Unit from the completion of such dry hole or cessation of production as is authorized under the terms of said leases for any reason, including additional drilling or reworking operations conducted on the Unit.

This instrument may be executed in multiple counterparts, each of which shall constitute an original and all of which, when construed together, shall constitute but one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for recording purposes.

EXECUTED effective this 19 day of January, 2015.

PETROMAX OPERATING CO., INC.

By: _____

MIKE HOOVER
President

PETROMAX BRAZOS, LLC

By: Garland Energy, LLC, Its Manager

By: _____

MIKE HOOVER
Manager

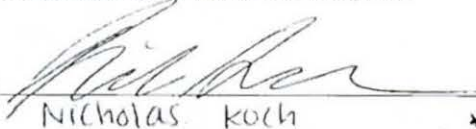
ESQUISTO RESOURCES, LLC

By: _____

MIKE HOOVER
President

HALCON ENERGY PROPERTIES, INC.

By:


NICHOLAS KOCH
VP Operations Eagle Ford

ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 19 day of JANUARY, 2015, personally appeared MIKE HOOVER, to me known to be the President of PetroMax Operating Co., Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


Notary Public

My Commission expires:

8-22-17

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was executed and acknowledged before me on this 19 day of JANUARY, 2015, by MIKE HOOVER, Manager of Garland Energy, LLC, a Texas limited liability company, manager of PetroMax Brazos, LLC, a Texas limited liability company, as his free and voluntary act and deed on behalf of said company.


Notary Public

My Commission expires:

8-22-17

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 14 day of January, 2015, personally appeared MIKE HOOVER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be President of Esquisto Resources, L.L.C., a Texas limited liability company, and acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and as the act and deed of the corporation.

Given under my hand and seal of office the day and year last above written.

Laurel Shea Strawn
Notary Public

My Commission expires:

8-22-17



STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned a Notary Public, in and for said County and State on this 20th day of January, 2015, personally appeared Nicholas Koch, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Vi Nguyen
Notary Public

My Commission expires:

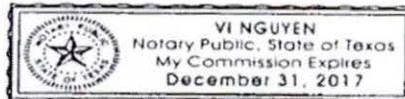


EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN UNIT DESIGNATION FOR THE JRG A 1H UNIT
DATED THE 19 DAY OF JANUARY 2015 FILED FOR RECORD IN BURLESON COUNTY, TEXAS.

OIL, GAS AND MINERAL LEASES:

Oil and Gas Lease dated March 6, 2013, between Pansy Ruth Falco, a widow, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 891, Page 326 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated April 17, 2013, between Pansy Ruth Falco, a widow as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 896, Page 400 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated May 16, 2013, between John R. Giesenschlag and wife, Connie Giesenschlag, as Lessors, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 898, Page 665 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated May 14, 2013, between Judith Ann Beseda and husband, Marvin F. Beseda, as Lessors, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 898, Page 657 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated July 11, 2013, between Priscilla Jane Porter Speed, dealing in her sole and separate property, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 906, Page 860 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated July 10, 2013, between Alma Ann Porter Wilder, dealing her sole and separate property, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 906, Page 737 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated July 12, 2013, between Mary Sue Porter Rabe, dealing in her sole and separate property, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 906, Page 743 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated June 7, 2013, between Jarvis H. Porter, dealing in his sole and separate property, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 911, Page 740 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated March 21, 2013, between Barbara Jane Contella, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 898, Page 651 of the Official Public Records of Burleson County, Texas.

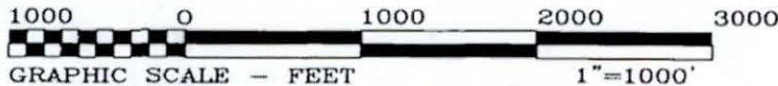
Oil and Gas Lease dated May 6, 2013, between Mary T. Contella and husband, Charles A. Contella, as Lessors, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 899, Page 509 of the Official Public Records of Burleson County, Texas.

Oil and Gas Lease dated September 12, 2013, between Jo Ann Lambert, dealing in her own property, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 916, Page 374 of the Official Public Records of Burleson County, Texas.

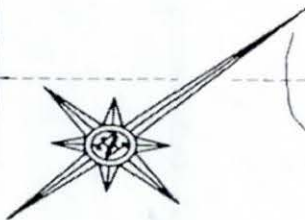
Oil and Gas Lease dated September 12, 2013, between Augustine Kelnar, a widow of Raymond Kelnar, deceased, as Lessor, and PetroMax Brazos, LLC, as Lessee, recorded in Volume 916, Page 368 of the Official Public Records of Burleson County, Texas.

Oil, Gas and Mineral Lease dated March 30, 1979, between J. Holland Porter and wife, Margaret H. Porter, as Lessors, and Pharaoh & Associates, Inc. as Lessee, recorded in Volume 25, Page 917 of the Official Records of Burleson County, Texas.

Exhibit "B"



BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1922, CENTRAL ZONE (4203), AS OBTAINED BY GPS OBSERVATIONS.



LEGEND
APPROX. SURVEY LINE = ---
UNIT LINE = - - - - -

STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30.539616N	LAT: 30.539819N
LONG: 96.481591W	LONG: 96.481834W
X: 3,212,317.7	N: 10,181,052.0
Y: 3,38,469.9	E: 3,508,796.9

PENETRATION POINT

NAD 27	NAD 83
LAT: 30.540437N	LAT: 30.540640N
LONG: 96.482098W	LONG: 96.482342W
X: 3,212,147.8	N: 10,181,344.9
Y: 3,38,762.8	E: 3,508,627.1

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30.538673N	LAT: 30.538877N
LONG: 96.479272W	LONG: 96.480016W
X: 3,212,901.6	N: 10,180,729.1
Y: 3,38,147.0	E: 3,509,380.8

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30.526188N	LAT: 30.526392N
LONG: 96.465308W	LONG: 96.465552W
X: 3,217,610.2	N: 10,176,349.4
Y: 3,33,767.3	E: 3,514,089.4

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30.525874N	LAT: 30.526078N
LONG: 96.465010W	LONG: 96.465253W
X: 3,217,708.2	N: 10,176,238.5
Y: 3,33,656.4	E: 3,514,187.4

AS DRILLED DATA

SL TO PP	N30°06'42"W	338.65'
PP TO FTP	S50°45'13"E	973.39'
FTP TO LTP	S47°04'21"E	6431.26'
LTP TO BHL	S41°27'32"E	147.95'

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

Prepared from a partial on the ground survey, deeds and other instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429, of the State of Texas, do hereby certify this plot shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 12th day of January, 2015.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc.



AS-DRILLED PLAT
PMO
JRG A 1H
449.24 AC. UNIT

J. P. COLES
SURVEY, A-12 - 1H S.L.

J. P. COLES
SURVEY, A-12 - 1H B.H.L.

BURLESON COUNTY, TEXAS
Surface location is approximately
12.6 miles east of Caldwell,
Burleson County, Texas.

LAMPE SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WD 2781 JRG A 1HRC 8 DWG 2781PMO.CGC

Exhibit "C"

PMO
JRG A UNIT
449.24 ACRE UNIT
BURLESON COUNTY, TEXAS

Being 449.24 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the south corner of this unit, said corner having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,216,295.1 and Y=331,971.7, being in the southwest line of a Julius H. Porter tract called 104 3/10 ac. (second tract) 76/543, D.R.B.C., Tx., a 1/2" iron found for the south corner of said Porter tract bears South 47 degrees 23 minutes 29 seconds East, 273.8 feet;

THENCE along the southwest line of this unit, North 47 degrees 23 minutes 29 seconds West, 7778.14 feet to the west corner of this unit, being in the center of Old River;

THENCE along the center of said river bed with its meanders, as follows:

North 19 degrees 02 minutes 20 seconds West, 208.93 feet;
North 16 degrees 10 minutes 55 seconds West, 128.48 feet;
North 11 degrees 15 minutes 20 seconds West, 250.64 feet;
North 03 degrees 10 minutes 41 seconds West, 49.15 feet;
North 09 degrees 44 minutes 22 seconds East, 122.98 feet;
North 32 degrees 13 minutes 10 seconds East, 131.03 feet;
North 52 degrees 40 minutes 20 seconds East, 83.67 feet;
North 72 degrees 49 minutes 13 seconds East, 193.47 feet;
South 84 degrees 25 minutes 42 seconds East, 88.91 feet;
South 65 degrees 14 minutes 12 seconds East, 359.95 feet;
South 48 degrees 50 minutes 40 seconds East, 340.97 feet;
South 39 degrees 08 minutes 59 seconds East, 162.25 feet; and
South 30 degrees 47 minutes 12 seconds East, 39.29 feet to an interior corner of this unit, being in the center of Old River;

THENCE along the northwest line of this unit, North 42 degrees 56 minutes 04 seconds East, 1559.18 feet to the north corner of this unit, being in the centerline of F.M. Highway 166;

THENCE along northeast lines of this unit, as follows:

South 47 degrees 41 minutes 30 seconds East, 1447.97 feet;
South 47 degrees 00 minutes 25 seconds East, 1092.85 feet;
Along a counterclockwise curve having a radius of 818.51 feet, an arc length of 258.68 feet, and a chord of South 55 degrees 50 minutes 41 seconds East, 257.61 feet; and
South 47 degrees 16 minutes 11 seconds East, 4530.82 feet to the east corner of this unit, said corner having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,218,024.8 and Y=333,852.2;

THENCE along the southeast line of this unit, South 42 degrees 36 minutes 31 seconds West, 2555.27 feet to the PLACE OF BEGINNING, containing 449.24 acres of land, more or less.

Reference is hereby made to a separate plat of this unit dated January 12, 2015.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observations.

2781-15
2781PMO/JRG-AUnit

Anne L. Schielack
Burleson County Clerk

Jan 29, 2015

STATE OF TEXAS, COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

Receipt Number - 161939
By
Ellie Nelson

Amount \$0.00

Document Number: 00000775

As an Official Public Records

On: Jan 28, 2015 at 12:31P

Filed for Record in:
Burleson County

20.
File No. MF 095313
Unit Designation County

Date Filed: 7-20-15
George P. Bush, Commissioner
By JP

FIRST AMENDMENT TO THE
(JRG A1H)
UNIT DESIGNATION

STATE OF TEXAS §
 §
COUNTY OF BURLESON §

KNOW ALL MEN BY THESE PRESENTS:

Reference is made to that certain Unit Designation (the "Unit Designation") executed by PetroMax Operating Company, Inc. and PetroMax Brazos, LLC, and Halcon Energy Properties, Inc. (hereinafter sometimes collectively referred to as "Parties") recorded in Volume 989, Page 684 of the Official Public Records of Burleson County, Texas, designating and declaring a pooled unit (hereinafter sometimes referred to as the "Unit") identified as the Petromax Operating Company, Inc. JRG A 1H Unit Designation, consisting of 449.24 acres out of the lands covered by those certain oil and gas leases (hereinafter "Leases") more particularly described in Exhibit "A" attached thereto;

WHEREAS, PetroMax Brazos, LLC did assign all of its right, title and interest in and to their leases to Esquisto Resources, LLC in an assignment dated the 19th day of June, 2014 and recorded in Volume 954, Page 325 of the Public Records of Burleson County, Texas, and;

WHEREAS, Esquisto Resources, LLC, and Halcon Energy Properties, Inc. as owners and holders of the Leases included in the Unit, and Petromax Operating Company, Inc., as Operator of the pooled area described in the above referenced Unit Designation, desires to amend the acreage in the Unit Designation, consistent with the terms of the Leases, to cover and include 410.80 acres of land by replacing Exhibit "B" and Exhibit "C" in the Unit Designation with the plat as Exhibit "A" and metes and bounds description as Exhibit "B" attached hereto, and;

WHEREAS, Esquisto Resources, LLC, PetroMax Operating Company, Inc., and Halcon Energy Properties, Inc. also desire to amend the Unit Designation by adding the following oil and gas lease (the "Added Lease"), as set forth hereinbelow:

Oil, Gas and Mineral Lease dated June 15, 1993, between The General Land Office of the State of Texas, as Lessor, and Union Pacific Resources Company, as Lessee, recorded in Volume 218, Page 154 of the Oil and Gas Lease Records of Burleson County, Texas.

NOW, THEREFORE, for the same purposes as described in the Unit Designation, the undersigned do hereby pool, consolidate, combine, and unitize into one pooled area or unit that portion of the Leases as set out in the Unit Designation and the Added Lease as set out hereinabove only insofar as they cover production from the Eagle Ford formation, as defined in the Unit Designation and the lands set out and outlined in the plat attached hereto as Exhibit "A" and more particularly described in Exhibit "B" attached hereto (collectively "Unit Acreage") and does hereby POOL, CONSOLIDATE, COMBINE, and UNITIZE the royalties, working interests, overriding royalties, production payments, and other interests pertaining to the Unit

Acreage and the production therefrom, insofar, and only insofar, as the Leases and Added Lease cover and include all oil, gas, condensate, distillate, and all other hydrocarbons of whatsoever nature, kind or character (whether in liquid, gaseous, or vaporous state) and gas rights as hereinabove defined, (the "Pooled Interests"), in and under such Unit Acreage to form a single production unit known as the "JRG A 1H" unit containing (410.80) acres of Unit Acreage, more or less, for the production of the Pooled Interests.

Nothing herein contained shall be construed as altering, amending or affecting said original Unit Designation, or any amendments thereof, or any of the terms and provisions thereof except as said Unit Designation, and any amendments thereof, shall apply to the Added Lease and Exhibit "A" and Exhibit "B" attached hereto and shall be construed as if said Unit Designation, and any amendments thereof, had been originally written as now amended, and the undersigned do hereby ADOPT, RATIFY and CONFIRM said Unit Designation, and any amendments thereof, as hereby amended, or further amendment and declare that said Unit Designation, and any amendments thereof, are in full force and effect in accordance with the terms and provisions contained therein as amended hereby. The Unit Designation may be amended from time to time to correct any errors herein, to add any additional leases owned or acquired by the undersigned covering acreage within the Unit, or to reform or revise the Unit when, in the judgment of the undersigned, it is necessary or advisable to do so in order to properly develop or operate the Unit or the oil and gas leases covered thereby.

This instrument may be executed in counterparts with the same effect as if all Parties had executed the same instrument. The failure of any one or more persons owning an interest in the oil or gas under the unit acreage to execute this instrument, or a counterpart thereof, shall not in any manner affect the validity of same as to the parties who executed this instrument.

This Amendment is executed as of this 3 day of FEBRUARY but shall be effective as of the date filed of record in Burleson County, Texas.

PETROMAX OPERATING COMPANY, INC.

By: 
 MIKE HOOVER
President

PETROMAX BRAZOS, LLC

By: Garland Energy, LLC, Its Manager

By: 
 MIKE HOOVER
Manager

ESQUISTO RESOURCES, LLC

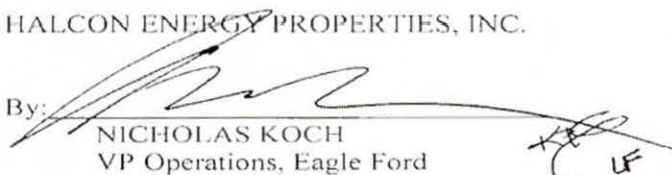
By: Petromax Operating Company, Inc.
Its Manager

By:


MIKE HOOVER
President

HALCON ENERGY PROPERTIES, INC.

By:


NICHOLAS KOCH
VP Operations, Eagle Ford

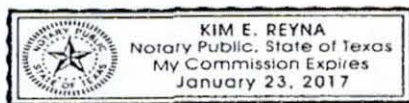
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 9th day of March, 2015, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


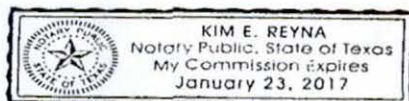

Notary Public

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 9th day of March, 2015, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

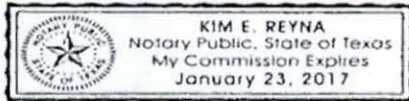

Notary Public

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned a Notary Public, in and for said County and State on this 9th day of March, 2015, personally appeared MIKE HOOVER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



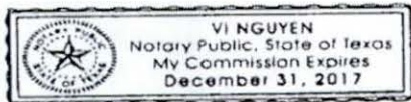
Kim E. Reyna
Notary Public

STATE OF TEXAS

COUNTY OF Warrick

Before me, the undersigned a Notary Public, in and for said County and State on this 10th day of March, 2015, personally appeared Nicholas Kahn, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



Vi Nguyen
Notary Public

Exhibit "A"

1000 0 1000 2000 3000

GRAPHIC SCALE - FEET

1"=1000'

BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1977
CENTRAL ZONE (4303), AS OBTAINED BY GPS OBSERVATIONS

APPROX. SURVEY LINE



LEGEND

APPROX. SURVEY LINE = ---
UNIT LINE = - - - - -

STATE PLANE COORDINATE DATUM
TEXAS CENTRAL ZONE

SURFACE LOCATION

NAD 27	NAD 83
LAT: 30.539616N	LAT: 30.539819N
LONG: 96.481591W	LONG: 96.481834W
X: 3,212,317.7	N: 10,181,052.0
Y: 3,384,659.9	E: 3,508,796.9

PENETRATION POINT

NAD 27	NAD 83
LAT: 30.540437N	LAT: 30.540640N
LONG: 96.482098W	LONG: 96.482342W
X: 3,212,147.8	N: 10,181,344.9
Y: 3,384,762.8	E: 3,508,627.1

FIRST TAKE POINT

NAD 27	NAD 83
LAT: 30.538673N	LAT: 30.538677N
LONG: 96.479772W	LONG: 96.480016W
X: 3,212,901.6	N: 10,180,729.1
Y: 3,384,147.0	E: 3,509,380.8

LAST TAKE POINT

NAD 27	NAD 83
LAT: 30.526188N	LAT: 30.526392N
LONG: 96.465308W	LONG: 96.465552W
X: 3,217,610.2	N: 10,176,349.4
Y: 3,333,767.3	E: 3,514,089.4

BOTTOM HOLE LOCATION

NAD 27	NAD 83
LAT: 30.525874N	LAT: 30.526078N
LONG: 96.465010W	LONG: 96.465253W
X: 3,217,708.2	N: 10,176,238.5
Y: 3,333,656.4	E: 3,514,187.4

AS DRILLED DATA

SL TO PP	N30°06'42"W	338.65'
PP TO FTP	S50°45'13"E	973.39'
FTP TO LTP	S47°04'21"E	6431.26'
LTP TO BHL	S41°27'32"E	147.95'

PP=PENETRATION POINT
FTP=FIRST TAKE POINT
LTP=LAST TAKE POINT
BHL=BOTTOM HOLE LOCATION

Title & As Drilled Data furnished by PMO.

Prepared from a partial on the ground survey, deeds and other instruments furnished by PMO.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify this plot shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 18th day of February, 2015.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc.



AS-DRILLED PLAT

PMO
JRG A 1H
410.80 AC. UNIT

J. P. COLES
SURVEY, A-12 - 1H S.L.
J. P. COLES
SURVEY, A-12 - 1H B.H.L.
BURLESON COUNTY, TEXAS
Surface location is approximately
12.6 miles east of Caldwell,
Burleson County, Texas

LAMPE SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
P.O. BOX 2037
BRENNHAM, TEXAS 77834
(979) 836-6677 • FAX (979) 836-1177
TEXAS LICENSED SURVEYING FIRM NO. 10040700
WO 2781 JRG A/RR 7.DWG 2781PMO.CCG

00002283

OR

996

999

Exhibit "B"

PMO
JRG A UNIT
410.80 ACRE UNIT
BURLESON COUNTY, TEXAS

Being 410.80 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the south corner of this unit, said corner having Texas Coordinate System of 1927, Central Zone 4203, values of $X=331,971.7$, being in the southwest line of a John H. Porter tract called 104 3/10 ac. (second tract) 70/543, D R B C, TX, a 1/2" iron found for the south corner of said Porter tract bears South 47 degrees 23 minutes 29 seconds East, 273.8 feet;

THENCE along the southwest line of this unit, North 47 degrees 23 minutes 29 seconds West, 6027.94 feet to the lower west corner of this unit, being in the center of Old River;

THENCE along the center of said river bed with its meanders, as follows:

North 11 degrees 53 minutes 35 seconds East, 97.08 feet;
North 05 degrees 01 minutes 05 seconds East, 149.90 feet;
North 00 degrees 17 minutes 21 seconds East, 258.29 feet;
North 03 degrees 42 minutes 01 seconds West, 189.64 feet;
North 12 degrees 42 minutes 23 seconds West, 404.50 feet;
North 22 degrees 44 minutes 19 seconds West, 392.71 feet; and
North 30 degrees 47 minutes 12 seconds West, 172.96 feet to the upper west corner of this unit, being in the center of Old River;

THENCE along the northwest line of this unit, North 42 degrees 04 seconds East, 1559.18 feet to the north corner of this unit, being in the centerline of F.M. Highway 166;

THENCE along northeast lines of this unit, as follows:

South 47 degrees 41 minutes 30 seconds East, 1447.97 feet;
South 47 degrees 00 minutes 25 seconds East, 1092.85 feet;
Along a counterclockwise curve having a radius of 818.51 feet, an arc length of 258.68 feet, and a chord of South 55 degrees 41 minutes 41 seconds East, 257.61 feet; and
South 47 degrees 16 minutes 11 seconds East, 4530.82 feet to the east corner of this unit, said corner having Texas Coordinate System of 1927, Central Zone 4203, values of $X=3,218,024.8$ and $Y=333,852.2$;

THENCE along the southeast line of this unit, South 42 degrees 36 minutes 31 seconds West, 2555.27 feet to the PLACE OF BEGINNING, containing 410.80 acres of land, more or less.

Reference is hereby made to a separate plat of this unit dated February 18, 2015.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observations.

2781-15
2781PFAHJRG-AltunRev

Filed for Record in:
Burleson County

On: Mar 24, 2015 at 01:22P

As an Official Public Record

Document Number: 00002283

Amount: \$6.00

Receipt Number: 102975

By:

Ashley Shuck

STATE OF TEXAS, COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

Mar 24, 2015

Anna L. Schielack
Burleson County Clerk

CORRECTED
DECLARATION OF POOLED UNIT
NAUTILUS UNIT

STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JOHNSON)

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Nautilus Unit, recorded June 9, 2010, as 16516, in the Official Public Records of Johnson County, Texas ("DPU").
2. That certain First Amendment Declaration of Pooled Unit for the Nautilus Unit, recorded August 5, 2010, as 22759, in the Official Public Records of Johnson County, Texas.
3. That certain Second Amendment Declaration of Pooled Unit for the Nautilus Unit, recorded March 3, 2011, as 4927, in the Official Public Records of Johnson County, Texas.
4. That certain Third Amendment Declaration of Pooled Unit for the Nautilus Unit, recorded May 27, 2011, as 12544, in the Official Public Records of Johnson County, Texas.
5. That certain Fourth Amendment Declaration of Pooled Unit for the Nautilus Unit, recorded November 16, 2011, as 27811, in the Official Public Records of Johnson County, Texas.
6. That certain Fifth Amendment Declaration of Pooled Unit for the Nautilus Unit, recorded February 14, 2012, as 3486, in the Official Public Records of Johnson County, Texas.
7. That certain Corrected Declaration of Pooled Unit for the Nautilus Unit, recorded July 18, 2012, as 16523, in the Official Public Records of Johnson County, Texas.
8. That certain Corrected Declaration of Pooled Unit for the Nautilus Unit, recorded October 11, 2012, as 23930, in the Official Public Records of Johnson County, Texas.
9. That certain Corrected Declaration of Pooled Unit for the Nautilus Unit, recorded May 3, 2013, as 10737, in the Official Public Records of Johnson County, Texas.
10. That certain Corrected Declaration of Pooled Unit for the Nautilus Unit, recorded May 17, 2013, as 11940, in the Official Public Records of Johnson County, Texas.
11. That certain Corrected Declaration of Pooled Unit for the Nautilus Unit, recorded October 10, 2013, as 24773, in the Official Public Records of Johnson County, Texas.

Said DPU and all amendments and/or corrections thereto are incorporated herein for all purposes.

WHEREAS, the undersigned parties desire to correct the DPU in order to correct a scrivener's error in a Lessor's name on the Exhibit "A" of the 6th Corrected DPU; and

WHEREAS, the undersigned desire to remove a lease erroneously included in the Unit Area.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. The Lessor's Name "STATE OF TEXAS - MF11653" on the Exhibit "A" of the 6th Corrected DPU, for lease number 42-0009850-000, shall be deleted and replaced with "STATE OF TEXAS - MF116563".
2. The following leases are hereby removed from the DPU and any amendments and/or corrections thereto:
 - a. Lease 42-048083-000, dated January 12, 2012, by and between State of Texas – MF – 113690 and Chesapeake Exploration under recording entry 9162 in the Official Public Records of Tarrant County, Texas.

Except as modified hereby, said DPU and any amendments and/or corrections thereto remain in full force and effect.

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 executed this instrument. Executed signature pages from different originals may be combined to form a single original instrument for recording purposes. Failure of one or more parties owning an interest in the unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

EXECUTED by the undersigned parties on the respective date of acknowledgment hereof, to be effective for all purposes as of the effective date of said DPU.

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: James K. Ary
James K. Ary, Vice President – Land
Chesapeake E&P Holding Corporation,
Manager

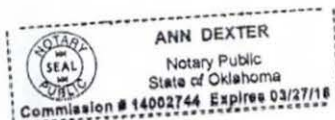
TOTAL E&P USA, INC.,
a Delaware corporation

By: _____
Pierre Germain, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 29 day of June, 2015, by James K. Ary, as Vice President – Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.



Ann Dexter
Notary Public

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2015, by Pierre Germain as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public

Larchmont Resources, L.L.C.,
an Oklahoma limited liability company

By: _____
Robert W. Kelly II, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this _____ day of _____,
2015, by Robert W. Kelly II, as Attorney-in-Fact of **Larchmont Resources, L.L.C.**, on
behalf of said limited liability company.

Notary Public

2/


File No. MF 09S313

1st Amendment to Comm

Designation

Date Filed: 7-20-15

George P. Bush, Commissioner

By 



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 30, 2015

Michele Doyle, Land Analyst
Apache Corp
2000 Post Oak Blvd, Ste 100
Houston, Texas 77056

Dear Ms. Doyle:

RE: GLO Assignment ID #9501, 9502, 9503, 9504 - Burleson County

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

Four Partial Assignments, effective 6/21/93, from various Assignor's to Apache, as Assignee. As filed for record in Burleson County.

Filing fees of \$200.00 were received in connection with the above assignments. Please feel free to contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources

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

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

512.463.5001 • 800.998.4GLO

glo.texas.gov



December 29, 2015

Texas General Land Office
Mr. Carl Bonn, CPL
Energy Resources
1700 Congress Avenue
Austin, TX 78711

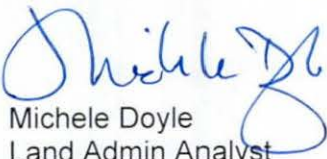
RE: GLO Assignment – MF95313
Burleson County, Texas

Dear Mr. Bonn,

Please find enclosed Apache Corporation's check number 4774749 in the amount of \$200.00 as payment for filing fees associated with the assignments referenced above. Please contact Carson Hebert at 281-302-2525 or me at 281-302-2506 with any questions.

Regards,

APACHE CORPORATION



Michele Doyle
Land Admin Analyst

Michele.Doyle@apachecorp.com

Encl

2000

100

77056



Apache Corporation
ONE POST OAK CENTRAL
2000 POST OAK BOULEVARD
HOUSTON, TEXAS 77056-4400
(713) 296-6000

Date: 12/29/2015
Check #: 4774749

INVOICE NO.	DATE	GROSS AMOUNT	DEDUCTIONS	NET AMOUNT
ASSIGNMNT M95313	12/21/2015	200.00	0.00	200.00
				16705012
				129
				X
TOTALS		200.00	0.00	200.00

Carl Bonn

From: Carl Bonn
Sent: Monday, December 21, 2015 3:52 PM
To: Hebert, Carson
Cc: michele.doyle@apachecorp.com
Subject: RE: Assign M-95313 and Filing Fee Unit 2251 - Judge Dewey Unit #1 (Austin Chaulk)

Hello Herbert & Michele,

The assignment appears to cover surface to top of the base of Austin Chaulk under Unit 2251.

Please send over the filing fees of \$200 since they were late. Must receive documents and fees within 90 days of execution.

Sorry for the inconvenience.

Best regards,

Carl

Carl Bonn, CPL
Energy Resources
PSF Income Division
(512) 463-5407
carl.bonn@glo.texas.gov

From: Hebert, Carson [mailto:Carson.Hebert@apachecorp.com]
Sent: Friday, December 18, 2015 11:46 AM
To: Carl Bonn <Carl.Bonn@GLO.TEXAS.GOV>
Subject: Assignment of State Lease M-95313 and Filing Fee

Carl,

I called your office earlier this morning. I wanted to touch base with you regarding a few assignments my office sent to the Texas GLO on 11/19/2015. There were 4 assignments sent over, each of which assigned the above-referenced State Lease. I wanted to check with you to confirm whether or not Apache had sent over the \$100.00 prescribed filing fee for those 4 assignments. If the GLO has no record of payment for those filing fees, I will make sure to get you a check cut as soon as possible. I cannot find a proof of payment for the filing fees in our systems.

Thanks for your help.

Sincerely,

CARSON HEBERT

LANDMAN

Gulf Coast/Midcon Region

direct 281-302-2525 | mobile 409-670-5731 | office 624A

APACHE CORPORATION

2000 Post Oak Blvd, Suite 100

Houston, Texas 77056-4400

U.S.A.

ApacheCorp.com | LinkedIn | Facebook | Twitter | StockTwits | YouTube



November 19, 2015

Texas General Land Office
Mr. J. Daryl Morgan, CPL
P.O. Box 12873
Austin, TX 78711-2873

(MF-095313
All Depths
HROW/ST)

RE: Partial Assignment of Oil and Gas Leases;
Burleson County, TX

Dear Mr. Morgan,

Please find enclosed one (1) original of the four Partial Oil and Gas Assignment documents referenced below; fully executed and recorded.

Anadarko E&P to Apache Corp, recorded 11/4/15 Doc 00007851, Vol 1027, Pg 87
Anadarko E&P, Admiral Holdings, TE Admiral Holding and Aurora C-1 Holdings to
Apache Corp, recorded 11/4/15 Doc 00007850, Vol 1027, Pg 77
Anadarko E&P, Admiral Holdings, TE Admiral Holding and Aurora C-1 Holdings to
Apache Corp, recorded 11/4/15 Doc 00007849, Vol 1027, Pg 71
Esquisto Resources, Admiral Holdings, TE Admiral Holding, Aurora C-1 Holdings
and Apache Corp, recorded 11/4/15 Doc 00007848, Vol 1027, Pg 63

If you have any further questions or concerns, please contact Carson Hebert at 281-302-2525 or me at 281-302-2506.

Regards,

APACHE CORPORATION

Michele Doyle
Land Admin Analyst
Michele.Doyle@apachecorp.com

Encl

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

ID# 9501
MF095313
eff 6-21-93

STATE OF TEXAS)
COUNTY OF BURLESON)

WITNESSETH:

THAT, **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380 ("Assignor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto **APACHE CORPORATION**, a Delaware limited liability company, whose address is 2000 Post Oak Blvd, Suite 100, Houston, Texas 77056 ("Assignee"), its successors and assigns, subject to the reservations, exceptions, terms, covenants, and conditions below stated, **one third (1/3) of Assignor's** right, title and interest in and to the following conveyed interests, as defined below ("Partial Assignment").

The "Conveyed Interests" shall specifically include the following, to-wit:

- (1) **Leases.** The oil and gas leases described on Exhibit "A" attached hereto (the "Leases"), **SAVE AND EXCEPT 238.27 acres** of land, more or less, being more particularly described by metes and bounds on Exhibit "B" attached hereto; and further **SAVE AND EXCEPT** those subsurface depths located **below the base of the Austin Chalk Formation** to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 6,903' feet and 7,284 feet as shown on the Induction log of the Republic Mineral Corporation Newberry Milton S/D/8 Well (API No. 42-041-31345) located in the Francisco Ruiz Survey, A-48, Brazos County, Texas, (the "Excluded Formations").
- (2) **Records.** To the extent related to the Conveyed Interests, copies of (including the right to use) all files, records, and data maintained by Assignor, including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, division order files, contract files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files ("Records"). To the extent that any of the Records contain interpretations of Assignor, Assignee agrees to rely on such interpretations at its sole risk and without any duty on the part of Assignor regarding such interpretations.

TO HAVE AND TO HOLD, the Conveyed Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

This Partial Assignment shall include all rights associated with said Conveyed Interests, including but not limited to the right to utilize the surface, the right to drill and/or flow oil and gas produced from the Conveyed Interests through all depths, including the excluded formations, together with all rights of ingress and egress at all times for the purpose of exploring, drilling, mining, producing, operating, developing, storing, handling, transporting, and marketing oil, gas, and other minerals. Nothing included in this Partial Assignment shall be interpreted as granting the Assignee the right to produce oil and/or gas from the Excluded Formations.

This Partial Assignment is made by Assignor and accepted by Assignee subject to all of the terms, provisions and conditions of that certain Operating Agreement dated effective June 21, 1993, by and between Assignor and Assignee (the "Operating Agreement").

With respect to all interests in the leases, lands, premises, wellbores, facilities, and structures not specifically assigned herein, Assignor shall retain any and all responsibility which the Assignor may have under applicable governmental laws, rules and regulations, including, but not by way of limitation, compliance with all rules, regulations and orders of all municipal, state and federal agencies and regulatory bodies, concerning the operation and plugging and abandonment of wellbores, together with any cleanup, reclamation and restoration of the wellsite, surface and/or subsurface, and the proper disposal of wastes, if any.

Assignor agrees to warrant, by, through and under Assignor, but not otherwise and defend the interests conveyed herein against the lawful claims and demands of any party or parties claiming or to claim the same, or any part thereof. Assignor also grants to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the non-exclusive right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce against Assignor's predecessors in title.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 11/18/15
Anna L Schielack
County Clerk
Burleson County, Texas
By [Signature] Deputy

1/3
0 - Above
base of
Austin 2 :...:
Chalk :...:
[Diagram of wellbore with dots indicating depths]

From and after the Effective Date, Assignee shall be responsible for all ad valorem, property, and similar taxes attributable to the Conveyed Interests.

ASSIGNEE ACKNOWLEDGES THAT THE CONVEYED INTERESTS MAY HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION FOR OR PRODUCTION AND DEVELOPMENT OF OIL AND GAS AND THAT ASSIGNEE HAS BEEN INFORMED AND IS AWARE THAT OIL AND GAS PRODUCING FORMATIONS MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") AND THAT SOME OIL FIELD PRODUCTION EQUIPMENT AND/OR FACILITIES LOCATED ON THE LEASES MAY CONTAIN ASBESTOS AND/OR NORM.

The terms and provisions of this Partial Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Assignee.

In the event of a conflict between the terms of this Partial Assignment and the Operating Agreement, the Operating Agreement shall control.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties hereto.

IN WITNESS WHEREOF, this Partial Assignment is executed by Assignor and Assignee as of the dates set out below, but after execution by all parties, shall be effective for all purposes as of June 21, 1993 (the "Effective Date"); however, all warranties made herein shall be effective through and as of the dates of the acknowledgement set forth below.

ASSIGNOR

ANADARKO E&P ONSHORE LLC

By: _____

[Signature]
Kade Simmons
Agent and Attorney-in-Fact

Date: _____

August 20, 2015

*128
MAZ
WFS*

ASSIGNEE

APACHE CORPORATION

By: _____

[Signature]
Darrell L. Donaldson
Attorney in Fact *BSP*

Date: _____

August 26, 2015

Partial Assignment of Oil and Gas Leases

- 2 -

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office. *11/18/15*
Thereby, certified, on _____



Anna L Schielack
County Clerk
Burleson County, Texas

By _____

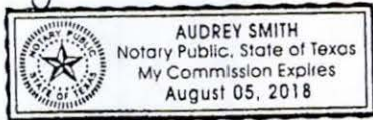
Deputy

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 20th day of August 2015, by J. Kade Simmons, as Agent and Attorney-in-Fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of August, 2015.

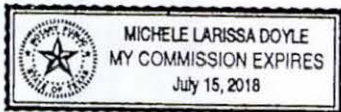


Audrey Smith
Notary Public in and for the State of Texas
My Commission Expires

STATE OF TEXAS)
COUNTY HARRIS)

This instrument was acknowledged before me on the 26 day of August, 2015, by Darrell L. Donaldson, Attorney in Fact of Apache Corporation, a Delaware Corporation, on behalf of said Corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 26 day of August, 2015.



Michele Doyle
Notary Public in and for the State of
My Commission Expires 7/15/18

Partial Assignment of Oil and Gas Leases

- 3 -

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 11/18/15



Anna L. Schielaek
County Clerk
Burleson County, Texas

By [Signature] Deputy

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases effective as of the 21st day of June, 1993, by and between Anadarko E&P Onshore, LLC, as Assignor and Apache Corporation, as Assignee.

Lessor: NationsBank of Texas, N. A., Guardian for Della C. Mial, Incompetent
Lessee: Union Pacific Resources Company
Dated: February 22, 1993
Recorded: Volume 219, Page 433, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284290000

Lessor: W. P. Scamardo
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 45, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283554000

Lessor: Stefano De Asarta
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 41, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283555000

Lessor: Franco Da Conturbia
Lessee: Union Pacific Resources Company
Dated: March 29, 1993
Recorded: Memorandum Volume 214, Page 43, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283556000

Lessor: Margaret D. Betzel
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 174, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284239000

Lessor: Estelle S. Dewey
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 171, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284238000

Lessor: J. Holland Porter
Lessee: Union Pacific Resources Company
Dated: January 8, 1993
Recorded: Memorandum Volume 212, Page 179, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284240000

Lessor: State of Texas M-95313
Lessee: Union Pacific Resources Company
Dated: June 15, 1993
Recorded: Volume 218, Page 154, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284475000

MF095313

INSOFAR AND ONLY INSOFAR as the leases cover and apply to all formations SAVE AND EXCEPT those subsurface depths located below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 6,903' feet and 7,284 feet as shown on the Induction log of the Republic Mineral Corporation Newberry Milton S/D/8 Well (API No. 42-041-31345) Brazos County, Texas.

Partial Assignment of Oil and Gas Leases

- 4 -

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

EXHIBIT "B"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases effective as of the 21st day of June, 1993, by and between Anadarko E&P Onshore, LLC, as Assignor and Apache Corporation, as Assignee.

Being 238.27 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the west corner hereof, being in F. M. Highway 166 and having Texas Coordinate System of 1927, Central Zone 4203, Values of X=3,213,310.6 and Y=338,156.4 a ½" iron rod found for the west corner of a John S. Malazzo Tract called 583.99 acres SAVE AND EXCEPT 0.58 acres, (473/437, O.R.B.C., TX) bears North 47 degrees 32 minutes 04 seconds West, 5072.05 feet;

THENCE along the northwest line hereof and a portion of the northwest line of a John S. Malazzo tract called 65.08 acres (473/437, O.R.B.C., TX) North 42 degrees 34 minutes 27 seconds East, 3138.69 feet to the north corner hereof, being on the north west line of said 65.08 acre tract and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,215,433.9 and Y=340,467.6;

THENCE along the northeast line hereof, South 47 degrees 27 minutes 36 seconds East 4076.97 feet to the east corner hereof, being on a southeast line of the Union Pacific Resources Company – Judge Dewey Unit No. 1 – called 640 acres and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,218,437.5 and Y=337,711.4;

THENCE along southeast lines hereof and of said Judge Dewey Unit, as follows:

South 42 degrees 59 minutes 45 seconds West, 173.05 feet

North 48 degrees 45 minutes 20 seconds West, 27.77 feet; and

South 42 degrees 36 minutes 15 seconds West, 1543.65 feet to the south corner hereof and of said Judge Dewey Unit;

THENCE along a lower southwest line hereof and of said Judge Dewey Unit, North 47 degrees 07 minutes 17 seconds West, 1511.74 feet to an interior corner hereof, being in F. M. Highway 166;

THENCE in F. M. Highway 166, as follow:

South 42 degrees 35 minutes 33 seconds West, 750.69 feet

Along a clockwise curve, having a radius of 318.31 feet, an arc length of 271.11 feet and a chord of South 66 degrees 59 minutes 33 seconds West 262.99 feet;

North 88 degrees 36 minutes West, 262.99 feet;

Along a clockwise curve, having a radius of 818.51 feet, an arc length of 597.38 feet, and a chord of

North 67 degrees 41 minutes 57 seconds West 584.21 feet;

North 47 degrees 00 minutes 25 seconds 1092.85 feet; and

North 47 degrees 41 minutes 30 seconds West, 505.71 feet to the PLACE OF BEGINNING, containing 238.27 acres of land, more or less

References is hereby made to a separate Malazzo AMI plat dated April 23, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observation.

Partial Assignment of Oil and Gas Leases

Anna L. Schielack
Burleson County Clerk

Nov 04, 2015

STATE OF TEXAS
COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

Sharon R. Burgess

Receipt Number - 107138

Amount 42.00

Document Number: 00007851

As an Official Public Records

On: Nov 04, 2015 at 10:32A

Filed for Record in:
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS)
COUNTY OF BURLESON)

ID # 9502
MF 095313
c/f 6-21-93

WITNESSETH:

THAT, **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, **ADMIRAL A HOLDING L.P.**, a Delaware limited partnership, **TE ADMIRAL A HOLDING L.P.**, a Delaware limited partnership and **AURORA C-I HOLDING L.P.**, a Delaware limited partnership, each with offices at 600 Travis Street, Suite 7200, Houston, Texas 77002, collectively referred to herein as "Assignor", for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto **APACHE CORPORATION**, a Delaware limited liability company, whose address is 2000 Post Oak Blvd, Suite 100, Houston, Texas 77056 ("Assignee"), its successors and assigns, subject to the reservations, exceptions, terms, covenants, and conditions below stated, one third (1/3) of Assignor's right, title and interest in and to the following conveyed interests, as defined below ("Partial Assignment").

The "Conveyed Interests" shall specifically include the following, to-wit:

- (1) **Leases.** The oil and gas leases described on Exhibit "A" attached hereto (the "Leases"), **INsofar AND ONLY INsofar** as to the lateral boundaries of a 238.27 acre tract of land, more or less, being more particularly described by metes and bounds on Exhibit "B" attached hereto; and further **SAVE AND EXCEPT** those subsurface depths located one hundred feet (100') below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 7,321 feet and 7,570 feet as shown on the log of the Anadarko Louis Loehr Unit No. 1 Well (API# 42-051-31501) Burleson County, Texas, (the "Excluded Formations").
- (2) **Records.** To the extent related to the Conveyed Interests, copies of (including the right to use) all files, records, and data maintained by Assignor, including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, division order files, contract files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files ("Records"). To the extent that any of the Records contain interpretations of Assignor, Assignee agrees to rely on such interpretations at its sole risk and without any duty on the part of Assignor regarding such interpretations.

TO HAVE AND TO HOLD, the Conveyed Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

This Partial Assignment shall include all rights associated with said Conveyed Interests, including but not limited to the right to utilize the surface, the right to drill and/or flow oil and gas produced from the Conveyed Interests through all depths, including the excluded formations, together with all rights of ingress and egress at all times for the purpose of exploring, drilling, mining, producing, operating, developing, storing, handling, transporting, and marketing oil, gas, and other minerals. Nothing included in this Partial Assignment shall be interpreted as granting the Assignee the right to produce oil and/or gas from the Excluded Formations.

This Partial Assignment is made by Assignor and accepted by Assignee subject to all of the terms, provisions and conditions of that certain Operating Agreement dated effective June 21, 1993, by and between Assignor and Assignee (the "Operating Agreement").

With respect to all interests in the leases, lands, premises, wellbores, facilities, and structures not specifically assigned herein, Assignor shall retain any and all responsibility which the Assignor may have under applicable governmental laws, rules and regulations, including, but not by way of limitation, compliance with all rules, regulations and orders of all municipal, state and federal agencies and regulatory bodies, concerning the operation and plugging and abandonment of wellbores, together with any cleanup, reclamation and restoration of the wellsite, surface and/or subsurface, and the proper disposal of wastes, if any.

Assignor agrees to warrant, by, through and under Assignor, but not otherwise and defend the interests conveyed herein against the lawful claims and demands of any party or parties claiming or to claim the same, or any part thereof. Assignor also grants to Assignee, its successors and assigns, to the

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 11/18/15



Anna L Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

extent so transferable, the benefit of and the non-exclusive right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce against Assignor's predecessors in title.

From and after the Effective Date, Assignee shall be responsible for all ad valorem, property, and similar taxes attributable to the Conveyed Interests.

ASSIGNEE ACKNOWLEDGES THAT THE CONVEYED INTERESTS MAY HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION FOR OR PRODUCTION AND DEVELOPMENT OF OIL AND GAS AND THAT ASSIGNEE HAS BEEN INFORMED AND IS AWARE THAT OIL AND GAS PRODUCING FORMATIONS MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") AND THAT SOME OIL FIELD PRODUCTION EQUIPMENT AND/OR FACILITIES LOCATED ON THE LEASES MAY CONTAIN ASBESTOS AND/OR NORM.

The terms and provisions of this Partial Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Assignee.

In the event of a conflict between the terms of this Partial Assignment and the Operating Agreement, the Operating Agreement shall control.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties hereto.

IN WITNESS WHEREOF, this Partial Assignment is executed by Assignor and Assignee as of the dates set out below, but after execution by all parties, shall be effective for all purposes as of June 21, 1993 (the "Effective Date"); however, all warranties made herein shall be effective through and as of the dates of the acknowledgement set forth below.

ASSIGNOR

ANADARKO E&P ONSHORE LLC

By: _____

J. Kade Simmons

Agent and Attorney-in-Fact

12/11/93
WFS

ADMIRAL A HOLDING L.P.

By: Admiral A Holding GP LLC
Its General Partner

By: _____

J. D. Buie

Authorized Representative and Attorney-in-Fact

TE ADMIRAL A HOLDING L.P.

By: TE Admiral A Holding GP LLC
Its General Partner

By: _____

J. D. Buie

Authorized Representative and Attorney-in-Fact

AURORA C-1 HOLDING L.P.

By: Aurora Holding GP LLC
Its General Partner

By: _____

J. D. Buie

Authorized Representative and Attorney-in-Fact

Partial Assignment of Oil and Gas Leases

- 2 -

**STATE OF TEXAS
COUNTY OF BURLESON**

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office. 11/18/93
Thereby, certified, on _____



Anna L Schielack
County Clerk
Burleson County, Texas

By _____

Deputy

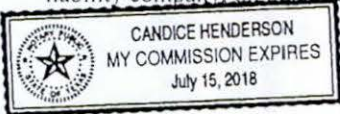
ASSIGNEE
APACHE CORPORATION

By: [Signature]
Darrell L. Donaldson
Attorney in Fact

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me this 29th day of July, 2015, by J. Kade Simmons as Agent and Attorney-in-fact of Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of the company.



[Signature]
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by J. D. Buie as Authorized Representative and Attorney-in-fact of Admiral A Holding L.P., on behalf of said limited liability company.



[Signature]
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by J. D. Buie as Authorized Representative and Attorney-in-fact of TE Admiral A Holding L.P., on behalf of said limited liability company.



[Signature]
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by J. D. Buie as Authorized Representative and Attorney-in-fact of Aurora C-1 Holding L.P., on behalf of said limited liability company.



[Signature]
Notary Public

Partial Assignment of Oil and Gas Leases

- 3 -

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. Thereby, certified, on 2/18/15



Anna L. Schelack
County Clerk
Burleson County, Texas

By [Signature] Deputy

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 26 day of August, 2015,
by **Darrell L. Donaldson**, Attorney in Fact of **Apache Corporation**, a Delaware Corporation, on behalf
of said Corporation.



Michele Doyle
Notary Public

11/18/15

Partial Assignment of Oil and Gas Leases

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15

 Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective June 21, 1993, by and between Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Lessor: NationsBank of Texas, N. A., Guardian for Della C. Mial, Incompetent
Lessee: Union Pacific Resources Company
Dated: February 22, 1993
Recorded: Volume 219, Page 433, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284290000

Lessor: W. P. Scamardo
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 45, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283554000

Lessor: Stefano De Asarta
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 41, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283555000

Lessor: Franco Da Conturbia
Lessee: Union Pacific Resources Company
Dated: March 29, 1993
Recorded: Memorandum Volume 214, Page 43, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283556000

Lessor: Margaret D. Betzel
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 174, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284239000

Lessor: Estelle S. Dewey
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 171, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284238000

Lessor: J. Holland Porter
Lessee: Union Pacific Resources Company
Dated: January 8, 1993
Recorded: Memorandum Volume 212, Page 179, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284240000

Lessor: State of Texas M-95313
Lessee: Union Pacific Resources Company
Dated: June 15, 1993
Recorded: Volume 218, Page 154, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284475000

MF095313

INSOFAR AND ONLY INSOFAR as the leases cover and apply to all formations SAVE AND EXCEPT those subsurface depths located 100 feet below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 7,321 feet and 7,570 feet as shown on the log of the Anadarko Louis Loehr Unit No. 1 Well (API# 42-051-31501) Burleson County, Texas.

Partial Assignment of Oil and Gas Leases

- 5 -

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

EXHIBIT "B"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective June 21, 1993, by and between Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Being 238.27 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the west corner hereof, being in F. M. Highway 166 and having Texas Coordinate System of 1927, Central Zone 4203, Values of X=3,213,310.6 and Y=338,156.4 a ½" iron rod found for the west corner of a John S. Malazzo Tract called 583.99 acres SAVE AND EXCEPT 0.58 acres, (473/437, O.R.B.C., TX) bears North 47 degrees 32 minutes 04 seconds West, 5072.05 feet;

THENCE along the northwest line hereof and a portion of the northwest line of a John S. Malazzo tract called 65.08 acres (473/437, O.R.B.C., TX) North 42 degrees 34 minutes 27 seconds East, 3138.69 feet to the north corner hereof, being on the north west line of said 65.08 acre tract and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,215,433.9 and Y=340,467.6;

THENCE along the northeast line hereof, South 47 degrees 27 minutes 36 seconds East 4076.97 feet to the east corner hereof, being on a southeast line of the Union Pacific Resources Company – Judge Dewey Unit No. 1 – called 640 acres and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,218437.5 and Y=337,711.4;

THENCE along southeast lines hereof and of said Judge Dewey Unit, as follows:

South 42 degrees 59 minutes 45 seconds West, 173.05 feet

North 48 degrees 45 minutes 20 seconds West, 27.77 feet; and

South 42 degrees 36 minutes 15 seconds West, 1543.65 feet to the south corner hereof and of said Judge Dewey Unit;

THENCE along a lower southwest line hereof and of said Judge Dewey Unit, North 47 degrees 07 minutes 17 seconds West, 1511.74 feet to an interior corner hereof, being in F. M. Highway 166;

THENCE in F. M. Highway 166, as follow:

South 42 degrees 35 minutes 33 seconds West, 750.69 feet

Along a clockwise curve, having a radius of 318.31 feet, an arc length of 271.11 feet and a chord of South 66 degrees 59 minutes 33 seconds West 262.99 feet;

North 88 degrees 36 minutes West, 262.99 feet;

Along a clockwise curve, having a radius of 818.51 feet, an arc length of 597.38 feet, and a chord of North 67 degrees 41 minutes 57 seconds West 584.21 feet;

North 47 degrees 00 minutes 25 seconds 1092.85 feet; and

North 47 degrees 41 minutes 30 seconds West, 505.71 feet to the PLACE OF BEGINNING, containing 238.27 acres of land, more or less

References is hereby made to a separate Malazzo AMI plat dated April 23, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observation.

Partial Assignment of Oil and Gas Leases

Anna L. Schielack
Burleson County Clerk

Nov 04, 2015

STATE OF TEXAS, COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

Sharon R Burgess

Receipt Number - 107138

By:

Amount 46.00

Document Number: 00007850

As an Official Public Records

On: Nov 04, 2015 at 10:32A

Filed for Record in:
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office. 11/10/15
Thereby, certified, on



Anna L. Schielack
County Clerk
Burleson County, Texas

By Deputy

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

STATE OF TEXAS)
)
 COUNTY OF BURLESON)

IDA# 9503
 MF095313
 eff 6.21.93
 1/3

WITNESSETH:

THAT, **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, **ADMIRAL A HOLDING L.P.**, a Delaware limited partnership, **TE ADMIRAL A HOLDING L.P.**, a Delaware limited partnership and **AURORA C-I HOLDING L.P.**, a Delaware limited partnership, each with offices at 600 Travis Street, Suite 7200, Houston, Texas 77002, collectively referred to herein as ("Assignor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto **APACHE CORPORATION**, a Delaware Corporation, whose address is 2000 Post Oak Blvd, Suite 100, Houston, Texas 77056 ("Assignee"), subject to the reservations, exceptions, terms, covenants, and conditions stated below, one-third (1/3) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto (the "Leases"), **SAVE AND EXCEPT** 238.27 acres of land, more or less, being described as the lateral boundaries of the 238.27 acre tract of land described in that certain Partial Term Assignment, by and between Anadarko E&P Onshore, LLC and PetroMax Brazos, LLC, dated May 19, 2014, effective June 1, 2014, recorded in Volume 953, Page 387 of the Official Public Records, Burleson County, Texas, and more particularly described by metes and bounds on Exhibit "B" attached hereto; and further **INSOFAR AND ONLY INSOFAR** as to those subsurface depths located below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 6,903' feet and 7,284 feet as shown on the Induction log of the Republic Mineral Corporation Newberry Milton S/D/8 Well (API No. 42-041-31345) located in the Francisco Ruiz Survey, A-48, Brazos County, Texas (the "Assignment"). The Leases and related real property herein assigned shall be referred to as the "Assigned Interests".

TO HAVE AND TO HOLD the Assigned Interests, together with all the property, rights, privileges, benefits and appurtenances in any way belonging to, incidental to, or appertaining thereto, unto Assignee, its successors and permitted assigns forever, subject only to matters in the public record and to the terms of this Assignment.

Notwithstanding anything contained herein to the contrary, Assignor hereby delivers and Assignee accepts the Assigned Interests, subject to the following:

1. All the terms, provisions and conditions of that certain Operating Agreement dated June 21, 1993, by and between Union Pacific Resources Company, as Operator, and MW Petroleum Corporation, as Non-operator; and
2. All overriding royalties and other lease burdens existing of record on or before June 21, 1993.

Assignor does hereby bind itself, its heirs, successors, and assigns, to warrant and forever defend all and singular title to the Leases unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise. Notwithstanding this limitation of warranties, this Assignment is made with full rights of substitution and subrogation of Assignee in and to all rights and actions of warranty against previous owners, assignors and grantors.

Assignor hereby agrees and confirms that the Assignee and Assigned Interests shall not be subject to any of the terms and conditions contained in that certain Assignment and Bill of Sale and Conveyance by and between Anadarko E&P Onshore, LLC, as Assignor, and Admiral A Holding L.P., TE Admiral A Holding L.P., Aurora C-I Holding L.P., as Assignees, dated September 11, 2014, effective July 1, 2014, being

STATE OF TEXAS
 COUNTY OF BURLESON

The document to which this certificate is affixed
 is a full, true and correct copy of the original on
 file and of record in my office.
 Thereby, certified, on 11/18/15



Anna L. Schelack
 County Clerk
 Burleson County, Texas

By [Signature] Deputy

recorded in Volume 969, Page 1 of the official public records of Burleson County and/or any of the associated contracts described therein.

Apache expressly assumes all responsibilities and agrees to perform all of the express and implied obligations and covenants of the Leases, insofar as they relate to the Assigned Interest, as well as any other contractual or statutory commitments and/or obligations appurtenant thereto, as if Apache were the original lessee to the Leases, or an original party to the agreements.

The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Assignee.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of June 21, 1993 (the "Effective Date"); however, all warranties made herein shall be effective through and as of the dates of the acknowledgement set forth below.

ASSIGNOR

ANADARKO E&P ONSHORE LLC

By: J. Kade Simmons
J. Kade Simmons
Agent and Attorney-in-Fact

22P 11/17
WFS

ADMIRAL A HOLDING L.P.

By: Admiral A Holding GP LLC
Its General Partner

By: J. D. Buie
J. D. Buie
Authorized Representative and Attorney-in-Fact

TE ADMIRAL A HOLDING L.P.

By: TE Admiral A Holding GP LLC
Its General Partner

By: J. D. Buie
J. D. Buie
Authorized Representative and Attorney-in-Fact

AURORA C-1 HOLDING L.P.

By: Aurora Holding GP LLC
Its General Partner

By: J. D. Buie
J. D. Buie
Authorized Representative and Attorney-in-Fact

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/12/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

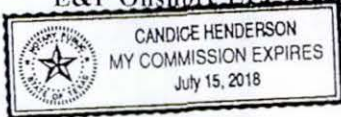
ASSIGNEE
APACHE CORPORATION

By: [Signature]
Darrell L. Donaldson
Attorney in Fact **SSP**

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me this 29th day of July, 2015, by **J. Kade Simmons** as Agent and Attorney-in-fact of **Anadarko E&P Onshore LLC**, a Delaware limited liability company, on behalf of the company.



[Signature]
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **Admiral A Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **TE Admiral A Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **Aurora C-1 Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public

3

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. 11/18/15
Thereby, certified, on



[Signature]
Anna L. Schielack
County Clerk
Burleson County, Texas
By [Signature] Deputy

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 26 day of August, 2015, by **Darrell L. Donaldson**, Attorney in Fact of **Apache Corporation**, a Delaware Corporation, on behalf of said Corporation.



Michele Doyle
Notary Public

11/18/15

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office. 11/18/15
Thereby, certified, on



Anna L Schielack
County Clerk
Burleson County, Texas
By [Signature] Deputy

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective June 21, 1993, by and between Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Lessor: NationsBank of Texas, N. A., Guardian for Della C. Mial, Incompetent
Lessee: Union Pacific Resources Company
Dated: February 22, 1993
Recorded: Volume 219, Page 433, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284290000

Lessor: W. P. Scamardo
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 45, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283554000

Lessor: Stefano De Asarta
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 41, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283555000

Lessor: Franco Da Conturbia
Lessee: Union Pacific Resources Company
Dated: March 29, 1993
Recorded: Memorandum Volume 214, Page 43, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1283556000

Lessor: Margaret D. Betzel
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 174, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284239000

Lessor: Estelle S. Dewey
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 171, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284238000

Lessor: J. Holland Porter
Lessee: Union Pacific Resources Company
Dated: January 8, 1993
Recorded: Memorandum Volume 212, Page 179, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284240000

Lessor: State of Texas M-95313
Lessee: Union Pacific Resources Company
Dated: June 15, 1993
Recorded: Volume 218, Page 154, Oil and Gas Lease Records of Burleson County, Texas
Lease No: 1284475000

MFO 95313

INSOFAR AND ONLY INSOFAR as to those subsurface depths located below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 6,903' feet and 7,284 feet as shown on the Induction log of the Republic Mineral Corporation Newberry Milton S/D/8 Well (API No. 42-041-31345) Brazos County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15



Anna L Schielack
County Clerk
Burleson County, Texas

By  Deputy

EXHIBIT "B"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases dated effective June 21, 1993, by and between Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Being 238.27 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the west corner hereof, being in F. M. Highway 166 and having Texas Coordinate System of 1927, Central Zone 4203, Values of X=3,213,310.6 and Y=338,156.4 a 1/2" iron rod found for the west corner of a John S. Malazzo Tract called 583.99 acres SAVE AND EXCEPT 0.58 acres, (473/437, O.R.B.C., TX) bears North 47 degrees 32 minutes 04 seconds West, 5072.05 feet;

THENCE along the northwest line hereof and a portion of the northwest line of a John S. Malazzo tract called 65.08 acres (473/437, O.R.B.C., TX) North 42 degrees 34 minutes 27 seconds East, 3138.69 feet to the north corner hereof, being on the north west line of said 65.08 acre tract and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,215,433.9 and Y=340,467.6;

THENCE along the northeast line hereof, South 47 degrees 27 minutes 36 seconds East 4076.97 feet to the east corner hereof, being on a southeast line of the Union Pacific Resources Company - Judge Dewey Unit No. 1 - called 640 acres and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,218437.5 and Y=337,711.4;

THENCE along southeast lines hereof and of said Judge Dewey Unit, as follows:

South 42 degrees 59 minutes 45 seconds West, 173.05 feet

North 48 degrees 45 minutes 20 seconds West, 27.77 feet; and

South 42 degrees 36 minutes 15 seconds West, 1543.65 feet to the south corner hereof and of said Judge Dewey Unit;

THENCE along a lower southwest line hereof and of said Judge Dewey Unit, North 47 degrees 07 minutes 17 seconds West, 1511.74 feet to an interior corner hereof, being in F. M. Highway 166;

THENCE in F. M. Highway 166, as follow:

South 42 degrees 35 minutes 33 seconds West, 750.69 feet

Along a clockwise curve, having a radius of 318.31 feet, an arc length of 271.11 feet and a chord of South 66 degrees 59 minutes 33 seconds West 262.99 feet;

North 88 degrees 36 minutes West, 262.99 feet;

Along a clockwise curve, having a radius of 818.51 feet, an arc length of 597.38 feet, and a chord of North 67 degrees 41 minutes 57 seconds West 584.21 feet;

North 47 degrees 00 minutes 25 seconds 1092.85 feet; and

North 47 degrees 41 minutes 30 seconds West, 505.71 feet to the PLACE OF BEGINNING, containing 238.27 acres of land, more or less

References is hereby made to a separate Malazzo AMI plat dated April 23, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observation.

Anna L. Schielack
Burleson County Clerk

Nov 04, 2015

STATE OF TEXAS
COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

6

Sharon R. Burgess

Receipt Number - 107138

Amount

46.00

Document Number: 00007849

As an Official Public Records

On: Nov 04, 2015 at 10:32A

Filed for Record in:
Burleson County

**STATE OF TEXAS
COUNTY OF BURLESON**

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office. 11/12/15
Thereby, certified, on



Anna L. Schielack
County Clerk
Burleson County, Texas

By

Deputy

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

ID # 9504
MF095313

CFF 6-21-93

1/3 of 8/8

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURLESON

§

THAT, this Partial Assignment of Oil and Gas Leases ("Assignment") is made and entered into by and between **Esquisto Resources, LLC**, whose address is 421 West Third Street, Suite 750, Fort Worth, Texas 76102 ("Esquisto"), **Anadarko E&P Onshore, LLC**, whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380 ("Anadarko"), **Admiral A Holding L.P.** ("Admiral A"), a Delaware limited partnership, **TE Admiral A Holding L.P.** ("TE Admiral"), a Delaware limited partnership and **Aurora C-I Holding L.P.** ("Aurora C-I"), a Delaware limited partnership, each with offices at 600 Travis Street, Suite 7200, Houston, Texas 77002, and **Apache Corporation**, whose address is 2000 West Sam Houston Parkway South, Suite 1000, Houston, Texas 77042 ("Apache").

WHEREAS, Apache currently owns an unrecorded one-third (1/3) of 8/8ths interest in and to the oil and gas leases described on Exhibit "A" attached hereto (the "Leases"); and

WHEREAS, subject to the terms and provisions contained in that certain Partial Term Assignment of Oil, Gas, and Mineral Leases and Amendment of Partial Term Assignment of Oil, Gas, and Mineral Leases (collectively the "Term Assignment") both effective June 1, 2014, being recorded in Volume 953, Page 387 and Volume 997, Page 91, respectively, of the official public records of Burleson County, Anadarko granted all its right, title, and interest in and to the Leases unto PetroMax Brazos, LLC ("PetroMax") INSO FAR AND ONLY INSO FAR as to the lateral boundaries of a 238.27 acre tract of land, more or less, being more particularly described by metes and bounds on Exhibit "B" attached hereto; and further INSO FAR AND ONLY INSO FAR as to those subsurface depths located one hundred feet (100') below the base of the Austin Chalk Formation to the top of the Buda Formation, being defined as the stratigraphic equivalent of the total vertical depth between 7,321 feet and 7,570 feet as shown on the log of the Anadarko Louis Loehr Unit No. 1 Well (API# 42-051-31501) Burleson County, Texas; and

WHEREAS, pursuant to the Term Assignment, Anadarko retained an overriding royalty interest ("ORRI") and a reversionary interest in the Leases; and

WHEREAS, Esquisto is the successor in interest to PetroMax; and

WHEREAS, subject to the terms and provisions contained in that certain Assignment, Bill of Sale and Conveyance dated effective July 1, 2014, recorded in Volume 969, Page 1 of the official public records of Burleson County, Texas, Admiral A, TE Admiral, and Aurora C-I each own an undivided interest in and to the ORRI and reversionary interest in the Leases; and

WHEREAS, it is the intent of this Assignment to place of public record Apache's one-third (1/3) of 8/8ths interest in said Leases as to the depths and lands covered by the Term Assignment, free of the ORRI and obligations and burdens set forth in the Term Assignment;

NOW, THEREFORE, Esquisto, Anadarko, Admiral A, TE Admiral, and Aurora C-I (collectively referred to as "Assignor") for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto Apache, subject only to the reservations, exceptions, terms, covenants, and conditions stated below, one-third (1/3) of such Assignor's right, title and interest in and to the Leases, INSO FAR AND ONLY INSO FAR as to those lands and subsurface depths as are covered by the Term Assignment. The Leases and related real property herein assigned shall be referred to as the "Assigned Interests".

TO HAVE AND TO HOLD the Assigned Interests, together with all the property, rights, privileges, benefits and appurtenances in any way belonging to, incidental to, or appertaining thereto, unto Apache, its successors and permitted assigns forever, subject only to the terms of this Assignment and matters of the public record.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/18/15



Anna L Schielack
County Clerk
Burleson County, Texas

By

Deputy

Notwithstanding anything contained herein to the contrary, Assignor hereby delivers and Apache accepts the Assigned Interests subject to the following:

1. All the terms, provisions and conditions of that certain Operating Agreement dated June 21, 1993, by and between Union Pacific Resources Company, as Operator, and MW Petroleum Corporation, as Non-operator; and
2. All overriding royalties and other lease burdens existing of record on or before June 21, 1993.

Esquisto, Anadarko, Admiral A, TE Admiral, Aurora C-I and Apache hereby agree to terminate and extinguish the Term Assignment, ORRI, and all other rights, interests, and obligations created by the Term Assignment, in each case only insofar as they relate to the Assigned Interests, such that the Term Assignment and the ORRI shall be treated as never having existed for the purposes of this Assignment.

Assignor does hereby bind itself, its heirs, successors, and assigns, to warrant and forever defend all and singular title to the Leases unto Apache, and Apache's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise. Notwithstanding this limitation of warranties, this Assignment is made with full rights of substitution and subrogation of Apache in and to all rights and actions of warranty against previous owners, assignors and grantors.

Apache expressly assumes all responsibilities and agrees to perform all of the express and implied obligations and covenants of the Leases, insofar as they relate to the Assigned Interest, as well as any other contractual or statutory commitments and/or obligations appurtenant thereto, as if Apache were the original lessee to the Leases, or an original party to the agreements.

The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Apache.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Apache as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of June 21, 1993 (the "Effective Date"); however, all warranties made herein shall be effective through and as of the dates of the acknowledgement set forth below.

ASSIGNORS:

ESQUISTO RESOURCES, LLC
A Texas limited liability company

By: _____
Mike Hoover
President

ANADARKO E&P ONSHORE, LLC

By: J. Kade Simmons
J. Kade Simmons
Agent and Attorney-in-Fact

12 m47

2

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/11/15



Anna L Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

ADMIRAL A HOLDING L.P.

By: Admiral A Holding GP LLC
Its General Partner

By: [Signature]
J. D. Buie
Authorized Representative and Attorney-in-Fact

TE ADMIRAL A HOLDING L.P.

By: TE Admiral A Holding GP LLC
Its General Partner

By: [Signature]
J. D. Buie
Authorized Representative and Attorney-in-Fact

AURORA C-1 HOLDING L.P.

By: Aurora Holding GP LLC
Its General Partner

By: [Signature]
J. D. Buie
Authorized Representative and Attorney-in-Fact

ASSIGNEE:
APACHE CORPORATION

By: [Signature]
Darrell L. Donaldson
Attorney in Fact *DLR*

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2015, by **Mike Hoover**, as President of Esquisto Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public
My Commission Expires

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office, *11/18/15*
Thereby, certified, on _____

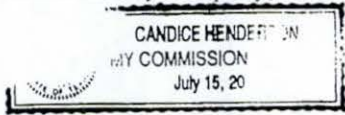


Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

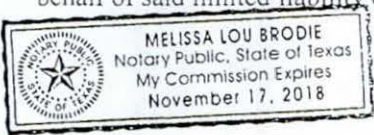
The foregoing instrument was acknowledged before me on the 29th day of July, 2015, by **J. Kade Simmons**, as Agent and Attorney-in-fact of Anadarko E&P Onshore, LLC, a Delaware limited liability company, on behalf of the company.



Candice Henderson
Notary Public
My Commission Expires

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **Admiral A Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public
My Commission Expires

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **TE Admiral A Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public
My Commission Expires

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th the day of August, 2015, by **J. D. Buie** as Authorized Representative and Attorney-in-fact of **Aurora C-1 Holding L.P.**, on behalf of said limited liability company.



Melissa Brodie
Notary Public
My Commission Expires

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 26 day of August, 2015, by **Darrell L. Donaldson**, Attorney in Fact of Apache Corporation, a Delaware Corporation, on behalf of said Corporation.



Michele Doyle
Notary Public
My Commission Expires 7/15/18

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 11/18/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

Notwithstanding anything contained herein to the contrary, Assignor hereby delivers and Apache accepts the Assigned Interests subject to the following:

1. All the terms, provisions and conditions of that certain Operating Agreement dated June 21, 1993, by and between Union Pacific Resources Company, as Operator, and MW Petroleum Corporation, as Non-operator; and
2. All overriding royalties and other lease burdens existing of record on or before June 21, 1993.

Esquisto, Anadarko, Admiral A, TE Admiral, Aurora C-I and Apache hereby agree to terminate and extinguish the Term Assignment, ORRI, and all other rights, interests, and obligations created by the Term Assignment, in each case only insofar as they relate to the Assigned Interests, such that the Term Assignment and the ORRI shall be treated as never having existed for the purposes of this Assignment.

Assignor does hereby bind itself, its heirs, successors, and assigns, to warrant and forever defend all and singular title to the Leases unto Apache, and Apache's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise. Notwithstanding this limitation of warranties, this Assignment is made with full rights of substitution and subrogation of Apache in and to all rights and actions of warranty against previous owners, assignors and grantors.


Apache expressly assumes all responsibilities and agrees to perform all of the express and implied obligations and covenants of the Leases, insofar as they relate to the Assigned Interest, as well as any other contractual or statutory commitments and/or obligations appurtenant thereto, as if Apache were the original lessee to the Leases, or an original party to the agreements.

The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Apache.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Apache as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of June 21, 1993 (the "Effective Date"); however, all warranties made herein shall be effective through and as of the dates of the acknowledgement set forth below.

ASSIGNORS:
ESQUISTO RESOURCES, LLC
A Texas limited liability company

By: 
Mike Hoover
President

ANADARKO E&P ONSHORE, LLC

By: _____
J. Kade Simmons
Agent and Attorney-in-Fact

2

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/15/15



Anna L Schielack
County Clerk
Burleson County, Texas

By  Deputy

ADMIRAL A HOLDING L.P.

By: Admiral A Holding GP LLC
Its General Partner

By: _____
J. D. Buie
Authorized Representative and Attorney-in-Fact

TE ADMIRAL A HOLDING L.P.

By: TE Admiral A Holding GP LLC
Its General Partner

By: _____
J. D. Buie
Authorized Representative and Attorney-in-Fact

AURORA C-1 HOLDING L.P.

By: Aurora Holding GP LLC
Its General Partner

By: _____
J. D. Buie
Authorized Representative and Attorney-in-Fact

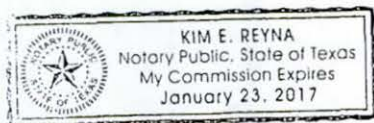
ASSIGNEE:
APACHE CORPORATION

By: _____
Darrell L. Donaldson
Attorney in Fact

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me on the 7th day of August, 2015, by **Mike Hoover**, as President of Esquisto Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.



Kim E. Reyna
Notary Public
My Commission Expires

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 11/18/15



Anna L. Schelack
County Clerk
Burleson County, Texas
By [Signature] Deputy

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases effective as of the 21st day of June, 1993, by and between Esquisto Resources, LLC, Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., and Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Lease No. 1

Lessor: Margaret D. Betzel
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 174, Records of Burleson County, Texas
Lease No. 1284239000

Lease No. 2

Lessor: Estelle S. Dewey
Lessee: Union Pacific Resources Company
Dated: January 13, 1993
Recorded: Memorandum Volume 212, Page 171, Records of Burleson County, Texas
Lease No. 1284238000

Lease No. 3

Lessor: J. Holland Porter
Lessee: Union Pacific Resources Company
Dated: January 8, 1993
Recorded: Memorandum Volume 212, Page 179, Records of Burleson County, Texas
Lease No. 1284240000

Lease No. 4

Lessor: State of Texas M-95313
Lessee: Union Pacific Resources Company
Dated: June 15, 1993
Recorded: Memorandum Volume 218, Page 154, Records of Burleson County, Texas
Lease No. 1284475000

MF095313

Lease No. 5

Lessor: NationsBank of Texas, N. A., Guardian for Della C. Mial, Incompetent
Lessee: Union Pacific Resources Company
Dated: February 22, 1993
Recorded: Volume 219, Page 433, Records of Burleson County, Texas
Lease No.: 1284290000

Lease No. 6

Lessor: W. P. Scamardo
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 45, Records of Burleson County, Texas
Lease No.: 283554000

Lease No. 7

Lessor: Stefano De Asarta
Lessee: Union Pacific Resources Company
Dated: March 23, 1993
Recorded: Memorandum Volume 214, Page 41, Records of Burleson County, Texas
Lease No.: 1283555000

Lease No. 8

Lessor: Franco Da Conturbia
Lessee: Union Pacific Resources Company
Dated: March 29, 1993
Recorded: Memorandum Volume 214, Page 43, Records of Burleson County, Texas
Lease No. 1283556000

INSOFAR AND ONLY INSOFAR as to those subsurface depths located 100 feet below the base of the Austin Chalk Formation to the top of the Buda Formation being defined as the stratigraphic equivalent of the total vertical depth between 7,321 feet and 7,570 feet as shown on the log of the Anadarko Louis Loehr Unit No. 1 Well (API# 42-051-31501) Burleson County, Texas.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 4/18/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

EXHIBIT "B"

Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases effective as of the 21st day of June, 1993, by and between Esquisto Resources, LLC, Anadarko E&P Onshore, LLC, Admiral A Holding L.P., TE Admiral A Holding L.P., and Aurora C-I Holding L.P., as Assignor and Apache Corporation, as Assignee.

Being 238.27 acres of land, more or less, lying and being situated in Burleson County, Texas in the J. P. Coles Survey, A-12, and being more particularly described, as follows:

BEGINNING at the west corner hereof, being in F. M. Highway 166 and having Texas Coordinate System of 1927, Central Zone 4203, Values of X=3,213,310.6 and Y=338,156.4 a ½" iron rod found for the west corner of a John S. Malazzo Tract called 583.99 acres SAVE AND EXCEPT 0.58 acres, (473/437, O.R.B.C., TX) bears North 47 degrees 32 minutes 04 seconds West, 5072.05 feet;

THENCE along the northwest line hereof and a portion of the northwest line of a John S. Malazzo tract called 65.08 acres (473/437, O.R.B.C., TX) North 42 degrees 34 minutes 27 seconds East, 3138.69 feet to the north corner hereof, being on the north west line of said 65.08 acre tract and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,215,433.9 and Y=340,467.6;

THENCE along the northeast line hereof, South 47 degrees 27 minutes 36 seconds East 4076.97 feet to the east corner hereof, being on a southeast line of the Union Pacific Resources Company - Judge Dewey Unit No. 1 - called 640 acres and having Texas Coordinate System of 1927, Central Zone 4203, values of X=3,218437.5 and Y=337,711.4;

THENCE along southeast lines hereof and of said Judge Dewey Unit, as follows:

South 42 degrees 59 minutes 45 seconds West, 173.05 feet

North 48 degrees 45 minutes 20 seconds West, 27.77 feet; and

South 42 degrees 36 minutes 15 seconds West, 1543.65 feet to the south corner hereof and of said Judge Dewey Unit;

THENCE along a lower southwest line hereof and of said Judge Dewey Unit, North 47 degrees 07 minutes 17 seconds West, 1511.74 feet to an interior corner hereof, being in F. M. Highway 166;

THENCE in F. M. Highway 166, as follow:

South 42 degrees 35 minutes 33 seconds West, 750.69 feet

Along a clockwise curve, having a radius of 318.31 feet, an arc length of 271.11 feet and a chord of South 66 degrees 59 minutes 33 seconds West 262.99 feet;

North 88 degrees 36 minutes West, 262.99 feet;

Along a clockwise curve, having a radius of 818.51 feet, an arc length of 597.38 feet, and a chord of North 67 degrees 41 minutes 57 seconds West 584.21 feet;

North 47 degrees 00 minutes 25 seconds 1092.85 feet; and

North 47 degrees 41 minutes 30 seconds West, 505.71 feet to the PLACE OF BEGINNING, containing 238.27 acres of land, more or less

References is hereby made to a separate Malazzo AMI plat dated April 23, 2014.

Bearings are based on the Texas Coordinate System of 1927, Central Zone 4203, as obtained by GPS observation.

Anna L. Schielack
Burleson County Clerk

Nov 04, 2015

6

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument
was filed on the date and time
stamped hereon by me and was duly
recorded in the volume and page of
the named records of:
Burleson County
As stamped hereon by me.

Sharon R Burgess

Receipt Number - 107138

By,

Amount

54.00

Document Number:

00007848

As an Official Public Records

On: Nov 04, 2015 at 10:32A

Filed for Record in:
Burleson County

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified, on 11/10/15



Anna L. Schielack
County Clerk
Burleson County, Texas

By

Deputy

21.05.11

(22)

File No. MF095313
ARRA FD 9501,9502,9503,9504
to Afadu
Date Filed: 11-20-15
By: George P. Bush, Commissioner

MF 095313
Unit 7593


PetroMax Operating Co., Inc.
603 Main Street, Suite #201
Garland, TX 75040-6332

DIVISION ORDER

04/08/2015

State of Texas
Stephen F. Austin Building
1700 North Congress Ave.
Austin, TX 78701

Owner Number: TEX
Type of Interest: R
Revenue Interest: 0.00047225

Property #: BU0041
Property Name: JRG A #1H
Effective Date: 01/01/2015
API #:

Production CND: Y COM: Y GAS: Y OIL: Y

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by *PetroMax Operating Co., Inc. (PMO)*.

Payor shall be notified, in writing, of any changes 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 \$25.00, or pay annually, whichever occurs first, or as required by applicable state statutes.

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.

Owner(s) Signature(s)

Owner(s) Tax ID Number

Daytime Phone Number

Email

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will be refundable by Payor.

PETROMAX OPERATING CO., Inc.

RE: Division Order

Dear Interest Owner:

Attached hereto are two (2) copies of the referenced Division Order. One copy is for your files and the signed copy is to be returned to PetroMax.

If you are claiming the interest credited to you and the interest has been correctly stated on the Division Order, please execute in accordance with the applicable instructions below.

I. SIGNATURE, By Individual, By Second Party, or By Corporation

1. Sign your name as shown on the Division Order. Corrections of the spelling of your name should be made in ink and initialed above the correction.
2. Agents, attorney-in-fact, guardians, or any party other than the named interest owner may sign if evidence of right to do so is provided.
3. Corporations should have the title of the signatory party shown and affix the corporate seal.

II. TAXPAYERS IDENTIFICATION OR SOCIAL SECURITY NUMBER

1. PLACE YOUR NUMBER IN THE SPACE PROVIDED. FEDERAL LAW REQUIRES THAT AN IDENTIFYING NUMBER BE FURNISHED.

III. PAYMENT MAILING ADDRESS

1. Verify the address to which payments are to be mailed, corrections should be made in ink and initialed.

For prompt payment, please return one fully executed copy of the Division Order whichever method is best for you; by email, fax, or U.S. mail.

Scan and Email: Tommi@petromaxoperating.com

or

Fax: 972.271.2533 (Attn: Tommi Fielden)

or

Mail: PetroMax Operating Co., Inc.
Attn: Tommi Fielden
603 Main St., Suite 201
Garland, TX 75040-6332

MF095313

Unit
7477



DIVISION ORDER

PetroMax Operating Co., Inc.
603 Main Street, Suite #201
Garland, TX 75040-6332

02/20/2015

State of Texas
Stephen F. Austin Building
1700 North Congress Ave.
Austin, TX 78701

Owner Number: TEX
Type of Interest: R
Revenue Interest: 0.00117346

Property #: BU0014
Property Name: John Malazzo B #1H
Effective Date: 12/01/2014
API #:

Production CND: Y COM: Y GAS: Y OIL: Y

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by *PetroMax Operating Co., Inc. (PMO)*.

Payor shall be notified, in writing, of any changes 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 \$25.00, or pay annually, whichever occurs first, or as required by applicable state statutes.

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.

Owner(s) Signature(s)

Owner(s) Tax ID Number

Daytime Phone Number

Email

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31% tax withholding and will be refundable by Payor.

PETROMAX OPERATING CO., Inc.

RE: Division Order

Dear Interest Owner:

Attached hereto are two (2) copies of the referenced Division Order. One copy is for your files and the signed copy is to be returned to PetroMax.

If you are claiming the interest credited to you and the interest has been correctly stated on the Division Order, please execute in accordance with the applicable instructions below.

I. SIGNATURE, By Individual, By Second Party, or By Corporation

1. Sign your name as shown on the Division Order. Corrections of the spelling of your name should be made in ink and initialed above the correction.
2. Agents, attorney-in-fact, guardians, or any party other than the named interest owner may sign if evidence of right to do so is provided.
3. Corporations should have the title of the signatory party shown and affix the corporate seal.

II. TAXPAYERS IDENTIFICATION OR SOCIAL SECURITY NUMBER

1. PLACE YOUR NUMBER IN THE SPACE PROVIDED. FEDERAL LAW REQUIRES THAT AN IDENTIFYING NUMBER BE FURNISHED.

III. PAYMENT MAILING ADDRESS

1. Verify the address to which payments are to be mailed, corrections should be made in ink and initialed.

For prompt payment, please return one fully executed copy of the Division Order whichever method is best for you; by email, fax, or U.S. mail.

Scan and Email: Tommi@petromaxoperating.com

or

Fax: 972.271.2533 (Attn: Tommi Fielden)

or

Mail: PetroMax Operating Co., Inc.
Attn: Tommi Fielden
603 Main St., Suite 201
Garland, TX 75040-6332


PetroMax Operating Co., Inc.
603 Main Street, Suite #201
Garland, TX 75040-6332

MF 095313
Unit 7592

DIVISION ORDER

06/12/2015

State of Texas
Stephen F. Austin Building
1700 North Congress Ave.
Austin, TX 78701

Owner Number: TEX
Type of Interest: R
Revenue Interest: 0.00165667

Property #: BU0011
Property Name: John Malazzo A #1H
Effective Date: 03/01/2015
API #:

Production CND: Y COM: Y GAS: Y OIL: Y

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by *PetroMax Operating Co., Inc. (PMO)*.

Payor shall be notified, in writing, of any changes 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 \$25.00, or pay annually, whichever occurs first, or as required by applicable state statutes.

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.

Owner(s) Signature(s)

Owner(s) Tax ID Number

Daytime Phone Number

Email

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28% tax withholding and will be refundable by Payor.

PETROMAX OPERATING CO., Inc.

RE: Division Order

Dear Interest Owner:

Attached hereto are two (2) copies of the referenced Division Order. One copy is for your files and the signed copy is to be returned to PetroMax.

If you are claiming the interest credited to you and the interest has been correctly stated on the Division Order, please execute in accordance with the applicable instructions below.

I. SIGNATURE, By Individual, By Second Party, or By Corporation

1. Sign your name as shown on the Division Order. Corrections of the spelling of your name should be made in ink and initialed above the correction.
2. Agents, attorney-in-fact, guardians, or any party other than the named interest owner may sign if evidence of right to do so is provided.
3. Corporations should have the title of the signatory party shown and affix the corporate seal.

II. TAXPAYERS IDENTIFICATION OR SOCIAL SECURITY NUMBER

1. PLACE YOUR NUMBER IN THE SPACE PROVIDED. FEDERAL LAW REQUIRES THAT AN IDENTIFYING NUMBER BE FURNISHED.

III. PAYMENT MAILING ADDRESS

1. Verify the address to which payments are to be mailed, corrections should be made in ink and initialed.

For prompt payment, please return one fully executed copy of the Division Order whichever method is best for you; by email, fax, or U.S. mail.

Scan and Email: Tommi@petromaxoperating.com

or

Fax: 972.271.2533 (Attn: Tommi Fielden)

or

Mail: PetroMax Operating Co., Inc.
Attn: Tommi Fielden
603 Main St., Suite 201
Garland, TX 75040-6332



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 19, 2016

Tommi Fielden
Division Order Analyst
PetroMax Operating Co., Inc.
603 Main St., Suite 201
Garland, TX 75040-6332

Re: State Lease No. MF095313 JRG A 1H (Unit 7593), John Malazzo B 1H (Unit 7477)
and John Malazzo A 1H (Unit 7592)

Dear Mr. Fielden:

The Texas General Land Office (GLO) has received your Division Orders for the referenced units. These Division Orders have been filed in the appropriate mineral file.


The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF-095313Unit #7593Division OrderDate Filed: 7-20-16By  George P. Bush, Commissioner

MFO95313 Unit 7477
OIL AND GAS DIVISION ORDER

Date: 02/23/2015

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

01593301/00001.1
JOHN MALAZZO B #1H

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

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

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

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

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

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

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

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

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

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

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

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

4326844404

COMMISSIONER OF THE GENERAL LAND O

OWNER TELEPHONE NUMBER

0085439001

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

SIGN AND RETURN COPY

APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 2/23/2015

Property: 01593301/00001 JOHN MALAZZO B #1H

Venture Number: 029202

State: TEXAS County/Parish: BURLESON

*

<u>OWNER</u>	<u>INTEREST TYPE</u>	<u>EXC</u>	<u>INTEREST</u>	<u>EFF DATE</u>
0085439001 STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00058673	5/1/2014

Legal Description:

TX BURLESON JOHN P COLES ABST/ID# 12

API# 051-33800

* PARTIAL DIVISION ORDER PERMITTED LOCATION
BALANCE REMITTED BY OPERATOR, PETROMAX.

UNIT

File No. MF 095313Burleson CourtDivision OrderDate Filed: 10-15-18

George P. Bush, Commissioner

By UB



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

August 8, 2024

Certified USPS # 7011 1150 0001 2416 5360

Wildfire Energy Operating, LLC
PO Box 19424
Houston, TX 77224

Re: Termination of GLO Units 2251/7592, & Partial Termination of State Lease No. MF095313

GLO Unit 2251- "Judge Dewey Unit"

640 acres of land, more or less in the John P. Coles Survey, Abstract No. 12 in Burleson County, Texas, also known as the Judge Dewey Unit No. 1- being described by metes and bounds in that certain Designation of Unit instrument dated August 24th, 1993 and filed as Item No. 14 within Mineral File (MF) 095313 at the Texas General Land Office in Austin, Texas;

Unit 2251 Well: Judge Dewey Unit Well #1 / API No. 42-051-33383 / RRC No. 03-22224;

GLO Unit 7592- "John Malazzo 'A' Unit"

400 acres of land, more or less in the J.P. Coles Survey, Abstract No. 12 in Burleson County, Texas, also known as the John Malazzo A #1H Unit- being described by metes and bounds in that certain Designation of Unit instrument dated December 15th, 2014 and filed as Item No. 18 within Mineral File (MF) 095313 at the Texas General Land Office in Austin, Texas;

Unit 7592 Well: John Malazzo 'A' Well #1H / API No. 42-051-33824 / RRC No. 05-04210;
and,

Mineral File (MF) 095313:

14.86 acres of land, more or less, situated in Burleson County, Texas, more particularly described by metes and bounds in Exhibit "A" of item one contained in MF095313 filed for public record at the Texas General Land Office in Austin, Texas.

To Whom It May Concern:

The Texas General Land Office (GLO) has completed a review of the above captioned State Lease of which Wildfire Energy Operating, LLC is the current listed operator. The review of our internal records, along with production records provided by the Texas Railroad Commission, indicate the Judge Dewey Unit Well #1 / API No. 42-051-33383 / RRC No. 03-22224 ceased production July 2021, and the John Malazzo 'A' Well #1H / API No. 42-051-33824 / RRC No. 05-04210 ceased production as of February 2020. The above referenced mineral file does not contain documentation of any additional shut-in royalty payments or reworking operations. As such, pursuant to Paragraph No. 4b of State Lease MF095313 dated June 15th, 1993, the GLO considers the John Malazzo 'A'

Unit (#7592) terminated effective May 1st, 2020; and the Judge Dewey Unit (#2251) terminated effective October 2021.

Pursuant to the aforementioned termination of Units 2251 & 7592 it will be further necessary for Wildfire Energy Operating, LLC to provide the GLO with Partial Release(s) of State Lease MF095313 as to the acreage no longer held by terminated units. The Partial Release(s) as required under the lease should release 6.720 acres of MF095313 as previously situated in Unit 2251 (effective October 2021), and 4.97 acres of MF095313 as previously situated in Unit 7592 (effective May, 2020). Additionally, Title 31, §9.92 of the Texas Administrative Code requires that a recorded original or certified copy of Release(s) of each State Lease, along with a filing fee of twenty-five dollars (\$25.00) per lease, be filed with our office.

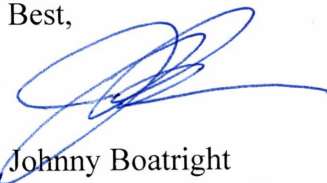
Should you disagree with this assessment please provide evidence to the GLO at the address shown below within thirty (30) days of receipt of this letter. Failure to reply or failure to present sufficient evidence of the continuation of said State Lease will result in the mineral file being endorsed as terminated. You will receive no further communication from this office prior to this endorsement.

Please discontinue filing GLO production reports for the Units set forth herein, and immediately delete the GLO RRAC control record for these wells. If there are royalties due, our Audit Division will notify you of the amount due.

Lastly, when the two wells referenced hereinabove have been plugged, copies of Railroad Commission Form W-3 are required to be filed with our office.


If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

Best,



Johnny Boatright
Landman / Energy Resources
512-305-9106
Johnny.Boatright@glo.texas.gov

25.

File No. MF095313
Burleson County
Unit Termination/Partial Release letter
Date Filed: 8/8/2024
Commissioner Dawn Buckingham, M.D.
By: 

USPS TRACKING #

HOUSTON TX RPDC 773



12 AUG 2024 PM 3 L

First-Class Mail
Postage & Fees Paid
USPS
Permit

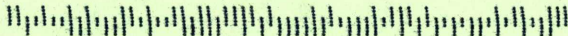
9590 9402 8834 4005 7421 11

**United States
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box •

Johnny Boatright MF 095313
ENERGY RESOURCES
TEXAS GENERAL LAND OFFICE
P.O. BOX 12873
AUSTIN, TX 78701

-287373



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, on the front if space permits.

1. Article Addressed to:

Wildfire Energy Operating, LLC
PO Box 19424
Houston, TX 77224



9590 9402 8834 4005 7421 11

2. Article Number (Transfer from service label)

7011 1150 0001 2416 5360

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$	69
Certified Fee		45
Return Receipt Fee (Endorsement Required)		10
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	94

Postmark Here
AUG 2024
AUSTIN, TX
78711

CAROL STATION

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Sent To

Street, Apt. No.
or PO Box No.

City, State, ZIP

Wildfire Energy Operating, LLC
PO Box 19424
Houston, TX 77224

Certified Mail

- A mailing receipt
- A unique identifier
- A record of delivery

Important Reminders

- Certified Mail must be sent with First-Class Mail® or Priority Mail® or Registered Mail.
- Certified Mail must be sent by first-class or registered class of international mail.
- NO INSURANCE for valuables, please.
- For an additional delivery receipt, To Order Receipt (PS Form 3800), a fee is required. Endorse "Additional Receipt Requested". To receive a fee waiver for a duplicate receipt, please request it.
- For an additional delivery receipt, To Order Receipt (PS Form 3800), a fee is required. Endorse "Additional Receipt Requested". To receive a fee waiver for a duplicate receipt, please request it.
- If a postmark is desired, please present the mailing piece at the post office. If a postmark on the Certified Mail label is desired, please present the mailing piece at the post office.

Johnny Boatright MF 095313
ENERGY RESOURCES
TEXAS GENERAL LAND OFFICE
P.O. BOX 12873
AUSTIN, TX 78701

IMPORTANT: Send your mail to the following address:

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

3
Postal Service for two years

ed with First-Class Mail® or Priority Mail® or Registered Mail.

PROVIDED with Certified Mail. For Registered Mail.

Receipt may be requested to provide proof of delivery, please complete and attach a Return Receipt and add applicable postage to cover the Receipt Requested". To receive a fee waiver for postmark on your Certified Mail receipt is

may be restricted to the addressee or the clerk or mark the mailpiece with the

receipt is desired, please present the mailing piece at the post office. If a postmark on the Certified Mail label is desired, please present the mailing piece at the post office.

present it when making an inquiry.

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[app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action](https://reg.usps.com/xsell?app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action))

Tracking Number:

Remove X

70111150000124165360

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered and is available at a PO Box
at 12:58 pm on August 12, 2024 in HOUSTON, TX 77024.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, PO Box

HOUSTON, TX 77024

August 12, 2024, 12:58 pm

See All Tracking History

What Do USPS Tracking Statuses Mean?
(<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

VENDOR
2046

CHECK DATE
11/07/24

3536

WildFire Energy Operating, LLC					
INVOICE NUMBER	INVOICE DATE	VOUCHER CODE	DESCRIPTION	DISCOUNT TAKEN	AMOUNT PAID
668768	11/05/2024	228985		\$0.00	\$25.00
TOTALS:				\$0.00	\$25.00
			25701986		

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

3536

DATE: 11/07/2024

Twenty-Five and 00/100 Dollars

25701986

\$ *****\$25.00

PAY
TO
THE
ORDER
OF

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

John Doe

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

121

00000003536

ASCI

26.

File No. MF995313
Burleson County
USPS TRACKING / Partial Release
Filing payment
Date Filed: AB
Commissioner Dawn Buckingham, M.D.
By: 11/13/2024

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

PARTIAL RELEASE OF OIL, GAS AND MINERAL LEASE

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

Reference is made to that certain Paid-Up Oil, Gas and Mineral Lease from the Commissioner of the General Land Office of the State of Texas ("Lessor") to Union Pacific Resources Company ("Lease"), dated June 15, 1993, as evidenced by the Oil and Gas Lease No. MF-095313, recorded in Volume 218, Page 154, of the Official Public Records of Burleson County, Texas, covering 14.86 acres of land, more or less; and

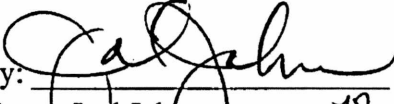
WHEREAS OCIR Acqusition LLC and WHR Eagle Ford LLC (the "undersigned") are successors in interest to Union Pacific Resources Company as to all acreage and depths covered by the Lease.


NOW THEREFORE, for good and valuable consideration, the undersigned hereby releases and relinquishes all of their right, title, and interest in the Lease INSOFAR AND ONLY INSOFAR as said lease covers 6.72 acres as previously situated in Unit 2251 (effective October 2021), known as the Judge Dewey Unit, and 4.97 acres as previously situated in Unit 7592 (effective May 2020), knowns as the John Malazzo 'A' Unit.

In WITNESS WHEREOF, this instrument is executed on this 10th day of October 2024.

OCIR ACQUISITION LLC

WHR EAGLE FORD LLC

By: 
Name: Joel Johnson
Title: Vice President, Land

By: 
Name: Joel Johnson
Title: Vice President, Land

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.
Thereby, certified on 10/25/2024

Anna L. Schielack
County Clerk
Burleson County, Texas
By:  Deputy
Pg. 1 of 3

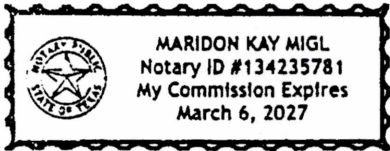
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 10th day of October, 2024, by Joel Johnson, as Vice President, Land of OCIR ACQUISITION LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

(NOTARY SEAL)



Maridon Migl
Notary Public, State of Texas
Printed Name: Maridon Migl
My Commission Expires: 3/6/27



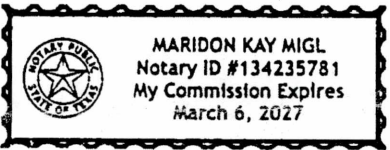
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 10th day of October, 2024, by Joel Johnson, as Vice President, Land of WHR EAGLE FORD LLC, a Delaware limited liability company, on behalf of said limited liability company.

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


(NOTARY SEAL)

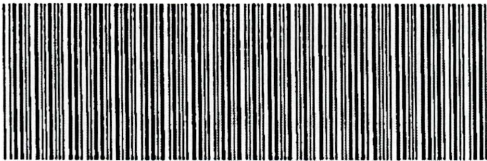


Maridon Migl
Notary Public, State of Texas
Printed Name: Maridon Migl
My Commission Expires: 3/6/27

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified on 11/24/2024


By Anna L. Schielack Deputy
Pg 2 of 3



VG-4790-2024-5008

Burleson County
Anna L. Schielack
Burleson County Clerk

Instrument Number: 5008

Real Property Recordings
Partial Release OGM Lease

Recorded On: October 24, 2024 03:44 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$29.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 5008
Receipt Number: 20241024000003
Recorded Date/Time: October 24, 2024 03:44 PM
User: Sharon B
Station: 23-Burgess.co.burleson.tx.ust

Record and Return To:

WILDFIRE ENERGY OPERATING LLC
920 MEMORIAL CITY WAY, STE 1400
HOUSTON TX 77024



STATE OF TEXAS
Burleson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Public Records of Burleson County, Texas
Anna L. Schielack
Burleson County Clerk
Burleson County, TX

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby certified on 1/24/2024

Anna L. Schielack

By Anna L. Schielack
County Clerk
Burleson County, Texas
Pg 3 of 3

400111

27.

File No. MF095313
Burleson County
Partial Release of OSMC
Date Filed: 11/13/2024
Commissioner Dawn Buckingham, M.D.
By: [Signature]

By _____ of _____
Burleson County, Texas
County Clerk
Ann L. Schick
The undersigned, certified on _____
the day of _____ in my office
to a full, true and correct copy of the original as
the document to which this certificate is affixed
COUNTY OF BURLESON
STATE OF TEXAS