#2681
23.977 UNIT AC
~~23~~.

#2670
63.564 UNIT AC.

#2671
103.033 UNIT AC
-0- NON-UNIT AC

#3031

Rentals: M.J.

Lease Admin: KSA

Mineral Maps: MK

iNut 11457
iNut 11545

Deeper Depths extended see #s 22 + 23 AM

STATE LEASE MF097710

CONTROL	BASEFILE	COUNTY
01-00730	000 -	MILAM /166
01-000749	000 -	ROBERTSON /198

SURVEY : BRAZOS RIVER
BLOCK :
TOWNSHIP : 00
SECTION/TRACT:
PART :
ACRES : ~~245~~.00 190.574 BASED ON UNIT SURVEYS
DEPTH LIMITS : NO

LESSEE : CLAYTON WILLIAMS ENERGY
LEASE DATE : Jan 07 1997
PRIMARY TERM : 3 yrs
BONUS ($) : 25725.00
RENTAL ($) : 5.00
ROYALTY : 0.25000000
VAR ROYALTY :

STOP

CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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MF 097710

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M 097710
0
9
7
7
1
0

CONTENTS OF FILE NO. NT 097710

1. Bid Form 1-7-97
2. Lease 1-7-97
3. Transmittal Letter 2-3-97
4. Pooling Cmte RPT-Cotropia-Frazier Unit 2/2/98
5. Pooling Agreement-Cotropia-Frazier Unit 2/2/98
6. Pooling Committee RPT-Frazier Unit 2/2/98
7. Pooling Agreement Frazier Unit 2/2/98
8. Pooling Cmte RPT-Broughton-Perrone Unit 6/8/98
9. Pooling Agreement-Broughton-Perrone 6/8/98
10. D.O. 7-30 98
11. D.O. 7-30 98
12. D.O. 9-29-98
13. W-1 12-8-98
14. W-2 12-8-98
15. Certified Lease. 3/24/97
16. Billing 10-13-00
17. Billing 10-20-00
18. Billing 10-27-00
19. D.O. 1-30-01
20. Pooling Committee Report + Pooling Agreement 2-6-01
21. Pooling Committee Report and Amendment to Pooling Agreement. 8-15-01
22. Deeper Depths Extension Payment 1/4/02
23. Ltr. to Clayton Williams 1/4/02
24. Pooling Committee Report + Amendment
25. & Pooling Agreement Unit 4050. 8/29/07

~~26.~~ Pooling Committee Report +
~~27.~~ Amendment & Pooling Agreement
~~28.~~ Unit 4051. 8/29/07
~~29.~~ 26. Pooling Committee Report +
~~30.~~ Pooling Agreement Unit 4052. 8/29/07
~~31.~~ 27. Ltr. From CWI with
~~32.~~ Recorded Pooling Agmt & Amendments 10/30/07
~~33.~~ 28. Pooling Committee Report
~~34.~~ & Pooling Agreement. 11/6/07
~~35.~~ 29. Division Orders 12/13/07
~~36.~~ 30. Division Order 1/29/08
~~37.~~ 31. Billing 12/19/11
~~38.~~ 32 Billing to Clayton Williams 3/5/12
~~39.~~ Scanned sm 10/17/13
~~40.~~ 33. Assign ID # 10104
~~41.~~ Anadarko to Treadstone 12/22/16
~~42.~~ scanned pt 12-27-16
~~43.~~ 34. Assign # 10338 Clayton
~~44.~~ Williams (to) WHE 8-15-17
~~45.~~ (35) Recon Billing 1/8/18
~~46.~~ scanned pt 1-9-2018
~~47.~~ PS Form 3811
~~48.~~ scanned pt 1-22-2018
~~49.~~ (36) Recon Billing 10/29/18
~~50.~~ scanned pt 11-2-2018
scanned pt 11-6-2018

GLO-S-08-(1-82)

MF 097710

37

Assign # 1099U

Anadarko to TreadStone 5-11-21

scanned sm 05/13/2021

38. Memo to SLB 12/10/21

39. Memo to Commissioner

40. Letter to TreadStone

41. PSA for Amelia Kay 1HA

42. iNut 11457 Amelia Kay 1HA

scanned W 12.22.2021

43. Memo to SLB 1/28/22

44 Memo to Commissioner

45 Letter to TreadStone

46 PSA for Beverly Gale 1HA

47 iNut 11545 Beverly Gale 1HA

scanned pf 28 feb 2022

See MF-096731 #29, Assign # 11170

TreadStar to LRR Pecos 5/18/22

Scanned JG 5/18/2022

48. Division Order 12/20/2022

scanned pf 12-28-2022

See MF-098950 #4

DO to Rock Rol 1/18/23

Scanned sm 01/24/2023

49. Memo to SLB 2/22/24

50. Memo to Commissioner

51. letter to Wildfire

52. PSA for Units 4050 & 4080 "Scamardo HCX1 AC #1H" well

53. iNut 13124

scanned WM 3.19.2024

97710

January 7, 1997

MINERAL LEASE BID APPLICATION

Texas General Land Office ED - CA-040(8-93)

APPLICANT AGREEMENT

I agree, if awarded a lease on the referenced tract, to comply with all terms and conditions of said lease and with all applicable laws that so govern said lease, as those laws may be amended.

APPLICANT IDENTIFICATION TO APPEAR ON LEASE (type/print)

Name Clayton Williams Energy, Inc.

Address 6 Desta Drive, Suite 3000

City Midland, State TX Zip 79705 (Include +4 Code)

Telephone (915) 688-3255

AREA DESCRIPTION

County(ies) Milam/Robertson Survey/Area Brazos River (If Applicable)

Block/Tsp. (If Applicable) Section/Tract 6 Acres 245

97022314

BID SUBMISSION

(A) Cash Bonus Enclosed ($) 25,725.00 (type/print amount below)

245 acres at $105.00 per acres = $25,725.00

(B) Sales Fee Attached ($) 385.88 97022315 (type/print amount below)

This Sales Fee is 1 - 1/2% of the cash bonus as provided in Section 32.110 of the Natural Resources Code as amended.

MGL. NO. 2

APPLICANT (same as above) Clayton Williams Energy, Inc.

BONUS AMOUNT ONLY (A) (Do Not include sales fee) ($) 25,725.00

APPLICANT TAX I.D. # [redacted]

SIGNATURE OF AGENT (type/print below)

David L. Knape

File No. mf-97710

Bid form

Date Filed: 1/7/97

Jerry E. Patterson, Commissioner

By

(1) M-97710
Bid Form
1-7-97

a10SS3I2

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a10SS3I2

Lease Form
Revised 01/96
GL- FXD/R

The State of Texas

Austin, Texas

OIL AND GAS LEASE
NO. M-97710

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

TRACT 6, BRAZOS RIVER, MILAM AND ROBERTSON COUNTIES, TEXAS, CONTAINING APPROXIMATELY 245 ACRES, IS BOUND ON THE NORTH BY AN EASTERLY EXTENSION OF THE NORTH LINE OF THE JENNET BOWEN SURVEY, A-95, AND IS BOUND ON THE SOUTH BY AN EASTERLY EXTENSION OF THE SOUTH LINE OF THE CHAS. CHEVAILLIER SURVEY, A-122, BOTH SURVEYS BEING IN MILAM COUNTY, TEXAS,

was, after being duly advertised, offered for lease on the **7th** day of **January, 1997**, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the **7th** day of **January, 1997**, hereinafter the "effective date" and it was found and determined that **Clayton Williams Energy, Inc.** whose address is **6 Desta Drive, Suite 3000, Midland, Texas 79705-5521** had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **Twenty Five Thousand Seven Hundred Twenty Five and 00/100** Dollars **($25,725.00)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. **RESERVATION:** There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted and to the extent herein granted to Lessee, together with the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. **TERM:** Subject to the other provisions hereof, this lease shall be for a term of **three (3)** years from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. **DELAY RENTALS:** If no well be commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the sum of **five** Dollars **($5.00)**, **per acre**, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof.

4. **PRODUCTION ROYALTIES:** Upon production of oil and/or gas, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, **1/4** part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) **1/4** part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, **1/4** part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, **1/4** part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

(1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
(2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this lease.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

(H) MINIMUM ROYALTY: During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year.

(I) MARGINAL PRODUCTION ROYALTY: Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (H) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

5. **ROYALTY PAYMENTS AND REPORTS:** All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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, then 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.

6. **(A) RESERVES, CONTRACTS AND OTHER RECORDS:** Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. **RETAINED ACREAGE:** Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than $1,200 a year for each well capable of producing oil or gas in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

12. COMPENSATORY ROYALTIES: If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars ($3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars ($6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

15. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) UPLANDS: Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) SUBMERGED LANDS: No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) RIVERS: To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. ASSIGNMENTS: The lease may be transferred at any time. All transfers must reference the lease by the file number and must be recorded in the county where the area 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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.

18. RELEASES: 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the 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 to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation 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.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land, payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's

obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. **RAILROAD COMMISSION HEARINGS ON GAS:** 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 of Texas 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. However, the Railroad Commission of Texas may grant exceptions to these provisions as set forth in N.R.C. Section 52.296.

26. **LEASE SECURITY:** Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

27. **REDUCTION OF PAYMENTS:** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

28. **SUCCESSORS AND ASSIGNS:** The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

29. **ANTIQUITIES CODE:** In the event that any feature of archeological or historical interest is encountered during the activities authorized by this lease, Lessee will immediately cease activities and will immediately notify the General Land Office and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470). Lessee shall comply with the Antiquities Code of Texas, Chapter 191, Natural Resources Code, as amended.

30. **VENUE:** Lessor and lessee, including lessee's successors and assigns, hereby agree that venue for any dispute arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

31. **LEASE FILING:** Pursuant to Chapter 9 of the Tex. Bus. & Com. Code,this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

32. **EXECUTION:** This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

(2) MF-97710 Lease 1-7-97

LESSEE

BY: _____

TITLE: _____

DATE: _____

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

Garry Mauro

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED

Contents
Legal
DC
SD
Exec

File No. MF-97710 Lease 1/7/97 Date Filed: Merry E. Patterson, Commissioner By

STATE OF _____ **(CORPORATION ACKNOWLEDGMENT)**

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____ and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

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

_____

Notary Public in and for _____

_____

STATE OF _____ **(INDIVIDUAL ACKNOWLEDGMENT)**

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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

_____

Notary Public in and for _____

_____

Texas General Land Office
Garry Mauro, Commissioner

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

February 3, 1997

Mr. David L. Knape
Clayton Williams Energy, Inc.
6 Desta Drive, Suite 3000
Midland, TX 79705-5521

Dear Mr. Knape:

Thank you for participating in the State of Texas Oil and Gas Lease Sale held on January 7, 1997. I am pleased to inform you that you were the high bidder on the marginal number listed below, which has been assigned the corresponding lease number:

MGL NO. 1	M-97709
MGL NO. 2	M-97710

The lease agreement for this marginal number is enclosed and will serve as your receipt for the amount of your bid. As stated in Sections 31 and 32, this lease form must be signed and acknowledged by the lessee, and then recorded in the County Clerk's office of the county or counties in which lands covered by the lease are located. After signing and recording the lease, please submit a certified copy of the recorded lease to the attention of Kristin Anderson at the Texas General Land Office. These requirements are material provisions of the lease; therefore, please return the certified copy at your earliest convenience.

The lessee's other contractual and statutory responsibilities are outlined in the lease agreement, such as Section 6(B), which requires operators to submit written notice of all drilling, production, and related activities. When lessees file specific forms with the Texas Railroad Commission and the Department of Energy, they are required to submit copies of these forms to the Texas General Land Office. Examples of these forms are:

W-1, Application to Drill, Deepen, or Plug Back with Plat;
W-2, Oil Well Potential Test, Completion or Recompletion Report and Log;
W-3, Plugging Record;
G-1, Gas Well Back Pressure Test, Completion/Recompletion Report and Log;
G-5, Gas Well Classification Report;
G-10, Gas Well Status Report;
W-10, Oil Well Status Report;
W-12, Inclination Report;
Electrical Logs (any scale and within fifteen (15) days after they are made);
Directional Surveys;

Printed on recycled paper with soybean ink

P-12, Certificate of Pooling Authority
F-1, NGPA Supplemental Application; and
FERC-121, Application for Determination

When production is secured from this lease, production/royalty reports outlining production/disposition activities (GLO Forms 1,1a,2,2a) are required to be submitted to this office. If you are not familiar with the required forms and procedures, please call the Royalty Management Division of the Land Office at (512) 463-5042 and request the Oil and Gas Reports and Payment Procedures booklet. With respect to any applicable Resource Management Codes, lessees should contact the Texas General Land Office for updates and any additional information prior to drilling. Your cooperation in complying with the reporting requirements outlined above will be greatly appreciated and will contribute to this office's efforts to effectively manage the State of Texas' oil and gas resources.

Please do not hesitate to contact my office at (512) 463-5042 if you need any assistance in the future or if you have questions concerning any state lease that you operate.

Sincerely,

Garry Mauro

Garry Mauro
Texas Land Commissioner

GM/RH/ka

Enclosures

(3) M-97710

File No. MF-97710

Transmittal Ltr

Transmittal Ltr
2-3-97

Date Filed: 2/3/97

Jerry E. Patterson, Commissioner

By _____

DO NOT DESTROY

UNIT AGREEMENT MEMO
Unit No. 2670

Operator Clayton Williams Energy Inc
Unit Name Cotropia - Franjes Unit #1
County Milam & Robertson
Effective Date 12/2/97
Unitized for: Oil ___ Gas ___ Oil & Gas X

1. M.F. No. 97710
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
~~63.564~~ / ~~557.105~~ x 1/4 ___.28524 %
.114097 .25 .028524

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:

Prepared by: J Vaughn	Date 5/18/98
Map & GIS updated by:	Date 6-22-98
Keyed into database by:	Date 6-23-98

GLO-36-11-97

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 2, 1997

OPERATOR: Clayton Williams Energy, Inc. **COUNTY:** Milam & Robertson

UNIT NAME: Cotropia-Frazier Unit #1 **FIELD:** Giddings Austin Chalk-3

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-97710	1/4	1-7-2000	3	190.574	63.564	Clayton Williams Energy, Inc.

* RAL = Relinquishment Act
* SF = State Fee
* FR = Free Royalty

PRIVATE ACRES: 493.541
STATE ACRES: 63.564
TOTAL UNIT ACRES: 557.105

Unitized for:
Oil _____
Gas _____
Both X

Depth(s): See Remarks
Formation: See Remarks

Well Location:
State Land ____
Private Land X

Participation:
Basis Surface acreage
State Acreage 11.4 %
State Unit Royalty 2.85 %

Railroad Commission Rules:
Spacing 880 Acres
Acreage Factor 100 %

Agree to drill to density of field rules: Yes X No _____
Holds only acreage included in the unit past primary term: Yes X No _____
Satisfactory geological data furnished: Yes X No _____

REMARKS:

- Clayton Williams Energy, Inc. is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet to 5,260 feet, as shown on the North Central Oil Corporation Moses Moody Estate #1 Dual Induction Log.

- This unit consists of 63.564 acres of state fee land and 493.541 acres of private acreage. Clayton Williams Energy is drilling their Cotropia Frazier #1 on and the proposed TD is 11,618 feet MD.

- The state will participate from the date of first production.

- The state's royalty participation in this unit, which is based on surface acreage, is 2.85%.

- Horizontal severance is provided for in the state lease.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

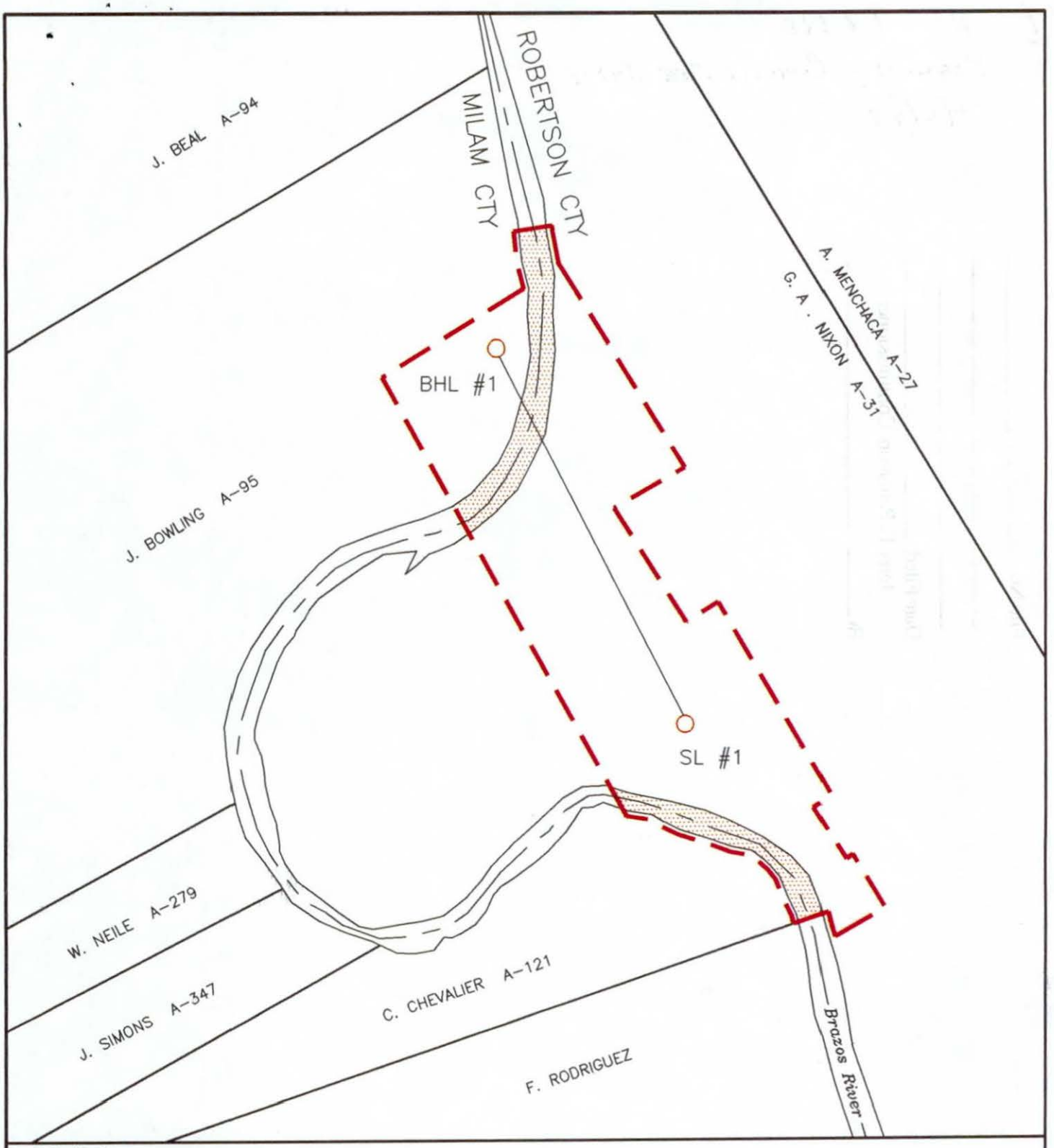
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone



97-67/RH/11-97

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1

GIDDINGS AUSTIN CHALK-3

M-97710

MILAM AND ROBERTSON COUNTIES

File No. MF-97710

Pooling Committee Report

Date Filed: 2/2/98

Jerry E. Patterson, Commissioner

By _____

(4) MF-97710
Pooling Committee Report
2/2/98

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA - FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 557.105 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:
Laura Verette

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a DELAWARE corporation, on behalf of said corporation.

Margarita L. Rowley
Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

EXHIBIT "A"

**(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Cotropia-Frazier Unit #1)**

LEASE #1: Oil and Gas Lease dated September 06, 1994 from Marie Roper, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 627, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06965-A)

LEASE #2: Oil and Gas Lease dated September 06, 1994 from Karen Collette Ragsdale, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 630, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-B)

LEASE #3: Oil and Gas Lease dated September 06, 1994 from Joe C. Collette, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 531, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-C)

LEASE #4: Oil and Gas Lease dated September 19, 1994 from Frances Nealms Mullis, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 622, Page 583, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-D)

LEASE #5: Oil and Gas Lease dated September 06, 1994 from Johnny Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 642, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-E)

LEASE #6: Oil and Gas Lease dated September 06, 1994 from Vincent Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 624, Page 090, Officiall Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-F)

LEASE #7: Oil and Gas Lease dated September 08, 1994 from Pete Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 623, Page 048, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, **INSOFAR AND ONLY INSOFAR** as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-G)

LEASE #8: Oil and Gas Lease dated February 14, 1995 from Freddie Joe Ferrara & Suzanne Renee Ferrara, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 630, Page 573 Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-H)

LEASE #9: Oil and Gas Lease dated July 21, 1994 from Lucille Collette, a single woman, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 261, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06914A)

LEASE #10: Oil and Gas Lease dated July 21, 1994 from Rena M. Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 258, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-B)

LEASE #11: Oil and Gas Lease dated July 22, 1994 from Sarah Marie Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 223, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-C)

LEASE #12: Oil and Gas Lease dated July 22, 1994 from Ludwig Kapser, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 104, Official Records, Robertson County, Texas, covering 434.28 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06967-A)

LEASE #13: Oil and Gas Lease dated July 20, 1994 from Marc Anthony Nigliazzo, Attorney-in-Fact for Salvatora Fazzio Nigliazzo, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 226, Official Records, Robertson County, Texas, covering 214.86 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 12.972 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 12.972 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06917)

LEASE #14: Oil and Gas Lease dated July 08, 1990 from Joe Scarpinato, etux, Frances Scarpinato, as Lessor, to Clay Pollard, as Lessee, recorded in Volume 558, Page 277, Official Records, Robertson County, Texas, covering 614.16 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 18.952 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 18.952 acres, as more particularly described in the attached Exhibit "B" , being included in this unit. (Lease #2-05767)

LEASE #15: Oil and Gas Lease dated July 19, 1994 from James Cortemelia, etux, Carolyn Cortemelia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06915-A)

LEASE #16: Oil and Gas Lease dated July 26, 1994 from Tony Cortemelia, Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-B)

LEASE #17: Oil and Gas Lease dated July 25, 1994 from Joe Scarpinato,Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-C)

LEASE #18: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, etux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 90.412 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 90.412 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

LEASE #19: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 88.879 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 88.879 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #20: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, etux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #21: Oil and Gas Lease dated January 7, 1997, from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam Co., Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 63.564 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 63.564 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #22: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.658 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.658 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

LEASE #23: Oil and Gas Lease dated October 2, 1995, from Violet H. Frazier, as Lessor, to Union Pacific Resources Co., as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 84.518 acres out of the lands described therein, located in the Jennett Bowing A-95, Milam, Texas, all of said 84.518 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1

UNIT DESCRIPTION

BEING 557.105 acres of land, a part of the Jennett Bowling Survey, Abstract 95, Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 84.518 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 40.802 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 22.762 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 102.326 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 88.879 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 90.412 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;
2

Tract 6: 30.399 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Tract 7: 24.024 acres being a part of a 150 acre tract conveyed to Matt Camaratto et ux by deed recorded in volume 253, page 152 of the Deed Records of Robertson County, Texas;

Tract 8: 18.952 acres being a part of a 150 acre tract conveyed to Joe Scarpinato by deed recorded in volume 199, page 200 of the Deed Records of Robertson County, Texas;

Tract 9: 12.972 acres being a part of a 214.86 acre tract conveyed to R. T. Feltus, Trustee, by deed recorded in volume 350, page 126 of the Deed Records of Robertson County, Texas;

Tract 10: 5.340 acres being a part of a 71.25 acre tract conveyed to Luke Collette by deed recorded in volume 152, page 556 of the Deed Records of Robertson County, Texas;

Tract 11: 5.669 acres being a part of a 71.25 acre tract conveyed to Joe L. Collette by deed recorded in volume 152, page 560 of the Deed Records of Robertson County, Texas;

Tract 12: 6.392 acres being a part of a 71.25 acre tract conveyed to Freddie Joe Ferrara, Jr. et ux by deed recorded in volume 568, page 440 of the Deed Records of Robertson County, Texas;

Tract 13: 23.658 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

Said **557.105 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 57 min. 54 sec. East 4880.25 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to John E. Walker and Sharon A. Anderson Co-Trustees by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East**, at 2059.80 feet passing a 2" steel pipe post found for a reference hereof, in all a total distance of **2419.82 feet** to a point in the West gradient boundary of the Brazos River, for an interior corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as follows:

North 03 deg. 47 min. 28 sec. West 357.30 feet to a point,
North 07 deg. 23 min. 29 sec. West 465.32 feet to a point,
North 09 deg. 32 min. 53 sec. West 20.92 feet to a point for the most Northerly West corner hereof;

THENCE across said Brazos River **North 82 deg. 36 min. 31 sec. East 417.47 feet** to a point on the East gradient boundary of the Brazos River, the West line of said McCrady 358.98 acre tract, for the North corner hereof;

THENCE with the East gradient boundary of the Brazos River and the West line of said McCrady 358.98 acre tract **South 07 deg. 24 min. 49 sec. East 67.40 feet** to a point for an angle point hereof, **South 05 deg. 41 min. 21 sec. East 132.66 feet** to a point for an interior corner hereof;

THENCE across said McCrady 358.98 acre tract **South 32 deg. 01 min. 06 sec. East 1929.00 feet** to a point in the Southeast line of said McCrady 358.98 acre tract, the Northwest line of said Frank Cotropia 490.4 acre tract; Said point bears South 58 deg. 16 min. 10 sec. West - 5225.12 feet from a 1/2 inch iron rod found for the East corner of said 358.98 acre tract for reference hereof; Said point bears South 57 deg. 58 min. 54 sec. West -8897.86 feet from a cross tie corner post found for the North corner of said 529.3 acre Cotropia tract, the East corner of said 490.4 acre Cotropia tract and reference hereof;

THENCE across said Cotropia 490.4 acre tract **South 32 deg. 01 min. 06 sec. East - 1818.44 feet** to a point in the Southeast line of said 490.4 acre tract for an East corner hereof; Said point bears South 57 deg. 58 min. 54 sec. West - 7007.86 feet from a 5/8 inch iron rod found at the intersection of the Northeast margin of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre Cotropia tract for reference hereof;

THENCE with the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract **South 57 deg. 58 min. 54 sec. West 1203.73 feet** to a point for an interior corner hereof, said point bears North 57 deg. 58 min. 24 sec. East 2078.01 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 01 min. 06 sec. East 1888.81 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract **North 58 deg. 00 min. 14 sec. East 518.64 feet** to a point for a Northerly East corner hereof, said point bears South 51 deg. 58 min. 35 sec. East 639.56 feet from a 6 inch steel pipe post found for the South corner of a 79.297 acre tract conveyed to Louis Michael Muse, et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 01 min. 06 sec. East 1495.45 feet** to a point in the Northwest line of said Feltus 152.69 acre tract, the Southeast line of said Cotropia 528.4 acre tract; said point bears South 57 deg. 58 min. 07 sec. West - 9552.32 feet from a cross tie corner post found for the North corner of said 152.69 acre Feltus tract and reference hereof;

THENCE across said Feltus 152.69 acre tract **South 32 deg. 01 min. 06 sec. East**

554.60 feet to a point in the Northwest line of said Camaratto 150 acre tract, the Southeast line of said Feltus 152.69 acre tract; said point bears South 57 deg. 58 min. 14 sec. West - 9552.23 feet from a 1/2 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Camaratto 150 acre tract **South 32 deg. 01 min. 06 sec. East 573.62 feet** to a point in the Northwest line of said Scarpinato 150 acre tract, the Southeast line of said Camaratto 150 acre tract; said point bears South 57 deg. 56 min. 58 sec. West - 9552.01 feet from a 3/4 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Scarpinato 150 acre tract **South 32 deg. 01 min. 06 sec. East 600.23 feet** to a point in the Northwest line of said Feltus 214.86 acre tract, the Southeast line of said Scarpinato 150 acre tract, for an East corner hereof; said point bears South 57 deg. 57 min. 00 sec. West - 7511.60 feet from a 1/2 inch iron rod found at the intersection of the Northwest line of said 214.86 acre Feltus tract and the Northeast margin of Union Pacific Railroad 100 foot wide right of way for reference hereof;

THENCE with the Southeast line of said Scarpinato 150 acre tract, the Northwest line of said Feltus 214.86 acre tract **South 57 deg. 57 min. 00 sec. West 375.47 feet** to a point for an interior corner hereof;

THENCE across said Feltus 214.86 acre tract **South 32 deg. 01 min. 06 sec. East 869.74 feet** to a point in the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract **North 57 deg. 55 min. 28 sec. East 157.17 feet** to a point for the most Southerly North corner hereof; said point bears South 57 deg. 53 min. 48 sec. West - 9772.15 feet from a 1/2 inch iron rod found for the North corner of said 71.25 acre Collette tract for reference hereof;

THENCE across said Luke Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 293.12 feet** to a point in the Northwest line of said Joe Collette 71.25 acre tract, the Southeast line of said Luke Collette 71.25 acre tract;

THENCE across said Joe Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 288.70 feet** to a point in the Northwest line of said Ferrara 71.25 acre tract, the Southeast line of said Joe Collette 71.25 acre tract;

THENCE across said Ferrara 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 298.25 feet** to a point in the Northwest line of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 of the Deed Records of Robertson County, Texas, the Southeast line of said Ferrara 71.25 acre tract, for the East corner hereof; said point bears South 57 deg. 37 min. 55 sec. West - 2747.40 feet from a 1-1\2 inch pipe found at the North corner of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 for reference hereof;

THENCE with the Southeast line of said Ferrara 71.25 acre tract, the Northwest line of said Scamardo 236.53 acre tract **South 57 deg. 37 min. 55 sec. West 968.41 feet** to a point on the East gradient boundary of the Brazos River, the west corner of said Scamardo 236.53 acre tract and the South corner hereof;

THENCE with the meanders of the East gradient boundary line of the Brazos River as follows:

North 16 deg. 01 min. 31 sec. West 113.43 feet to a point,

North 18 deg. 23 min. 57 sec. West 198.86 feet to a point for the West corner of said Ferrara 71.25 acre tract, the South corner of said Joe Collette 71.25 acre tract,

North 18 deg. 23 min. 57 sec. West 113.18 feet to a point for an interior corner hereof;

THENCE across the Brazos River **South 70 deg. 41 min. 47 sec. West 331.82 feet** to a point in the West gradient boundary line of the Brazos River for a Westerly South corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as

follows:

North 20 deg. 23 min. 02 sec. West 176.41 feet to a point,
North 18 deg. 42 min. 22 sec. West 439.62 feet to a point,
North 28 deg. 31 min. 18 sec. West 193.37 feet to a point,
North 51 deg. 01 min. 14 sec. West 171.98 feet to a point,
North 49 deg. 10 min. 38 sec. West 210.19 feet to a point,
North 80 deg. 34 min. 19 sec. West 224.49 feet to a point,
North 73 deg. 29 min. 08 sec. West 381.30 feet to a point,
North 70 deg. 04 min. 04 sec. West 474.40 feet to a point,
North 69 deg. 35 min. 11 sec. West 212.46 feet to a point,
North 60 deg. 21 min. 22 sec. West 304.24 feet to a point,
North 77 deg. 23 min. 19 sec. West 441.52 feet to a point for the most Westerly South corner hereof;

THENCE across the Brazos River **North 29 deg. 45 min. 38 sec. West 310.45 feet** to a point in the East gradient boundary line of the Brazos River, the Southwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract **North 29 deg. 45 min. 38 sec. West 1474.98 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 525.4 acre tract **North 29 deg. 45 min. 38 sec. West 1889.47 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 490.4 acre tract **North 29 deg. 45 min. 38 sec. West 881.53 feet** to a point in the South gradient boundary of the Brazos River;

THENCE across said Brazos River **North 29 deg. 45 min. 38 sec. West 400.59 feet** to a point in the West gradient boundary line of the Brazos River, the Southeast line of said Frazier 1038 acre tract;

THENCE across said Frazier 1038 acre tract **North 29 deg. 45 min. 38 sec. West 2117.09 feet** to the **PLACE OF BEGINNING** and containing **650.851 acres** of land.

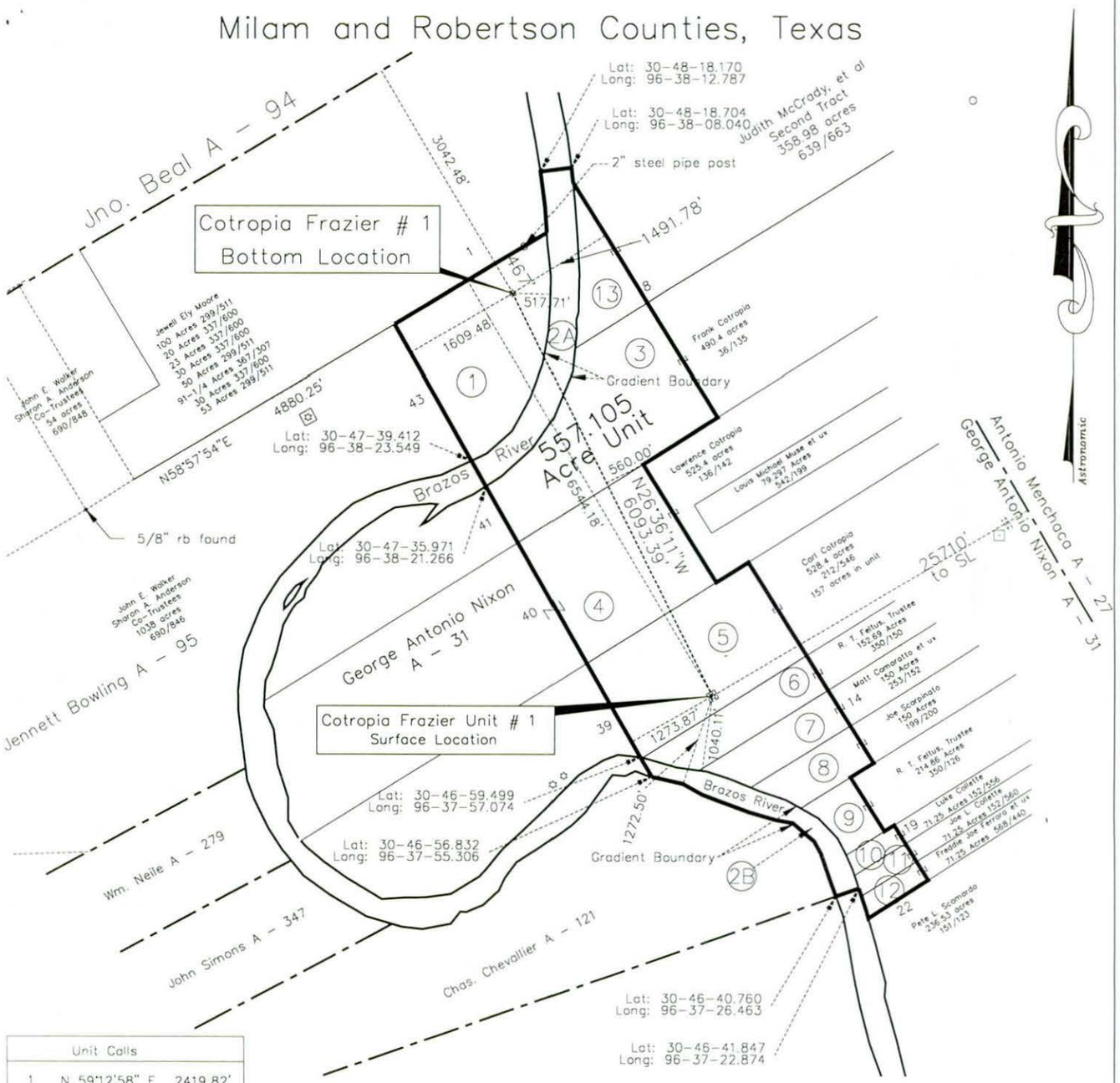
Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-13-97

EXHIBIT "C"

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	2419.82'
2	N 03°47'28" W	357.30'
3	N 07°23'29" W	465.32'
4	N 09°32'53" W	20.92'
5	N 82°36'31" E	417.47'
6	S 07°24'49" E	67.40'
7	S 05°41'21" E	132.66'
8	S 32°01'06" E	3747.44'
9	S 57°58'54" W	1203.73'
10	S 32°01'06" E	1888.81'
11	N 58°00'14" E	518.64'
12	S 32°01'06" E	1495.45'
13	S 32°01'06" E	554.60'
14	S 32°01'06" E	573.62'
15	S 32°01'06" E	600.23'
16	S 57°57'00" W	375.47'
17	S 32°01'06" E	869.74'
18	N 57°55'28" E	157.17'
19	S 32°01'06" E	293.12'
20	S 32°01'06" E	288.70'
21	S 32°01'06" E	298.25'
22	S 57°37'55" W	968.41'
23	N 16°01'31" W	113.43'
24	N 18°23'57" W	198.86'
25	N 18°23'57" W	113.18'
26	S 70°41'47" W	331.82'
27	N 20°23'02" W	176.41'
28	N 18°42'22" W	439.62'
29	N 28°31'18" W	193.37'
30	N 51°01'14" W	171.98'
31	N 49°10'38" W	210.19'
32	N 80°34'19" W	224.49'
33	N 73°29'08" W	381.30'
34	N 70°04'04" W	474.40'
35	N 69°35'11" W	212.46'
36	N 60°21'22" W	304.24'
37	N 77°23'19" W	441.52'
38	N 29°45'38" W	310.45'
39	N 29°45'38" W	1474.98'
40	N 29°45'38" W	1889.47'
41	N 29°45'38" W	881.53'
42	N 29°45'38" W	400.59'
43	N 29°45'38" W	2117.09'

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Methad.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'46" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	84.518
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	40.802
2B	State of Texas	2-07885	744/271	22.762
3	Frank Cotropia, et ux	2-07357	136/135	102.326
4	Rosalie Cotropia, Trustee	2-07377	136/142	88.879
5	Carl Cotropia, et ux	2-07358	212/546	90.412
6	Joe Cortemelia et al	2-06915A-C	350/150	30.399
7	Annie Camaratto et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	23.658
	Unit Total			557.105

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	557.105 Acre Unit

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: G | Revised: 11-19-97 | Rev. # 5G | Dwg # 971488 | W.O. # 971488

File No. Mf-9710

Pooling Agreement

Date Filed: 2/2/98

Jerry E. Patterson, Commissioner

By

(5) Mf-9710 Pooling Agreement 2/2/98

DO NOT DESTROY

UNIT AGREEMENT MEMO
Unit No. 2671

Operator Clayton Williams Energy Inc
Unit Name Frazier Unit # 1
County Milam & Robertson
Effective Date 12/2/97
Unitized for: Oil ___ Gas ___ Oil & Gas Y

1. M.F. No. 97710
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
103.033 / 628.089 x 1/4 __.41011 %
.164042 .25 .041011

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:

Prepared by: F. Vaughn	Date 3/18/98
Map & GIS updated by: WK	Date 6-22-98
Keyed into database by:	Date 6-23-98

GLO-36-11-97

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 2, 1997

OPERATOR: Clayton Williams Energy, Inc. **COUNTY:** Milam & Robertson

UNIT NAME: Frazier Unit #1 **FIELD:** Giddings Austin Chalk-3

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-97710	1/4	1-7-2000	3	190.574	103.033	Clayton Williams Energy, Inc.

* RAL = Relinquishment Act
* SF = State Fee
* FR = Free Royalty

PRIVATE ACRES: 525.056
STATE ACRES: 103.033
TOTAL UNIT ACRES: 628.089

Unitized for:
Oil _____
Gas _____
Both X

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land ____
Private Land X

Participation:
Basis Surface acreage
State Acreage 16.4 %
State Unit Royalty 4.1 %

Railroad Commission Rules:
Spacing 800 Acres
Acreage Factor 100 %

Agree to drill to density of field rules: Yes X No _____
Holds only acreage included in the unit past primary term: Yes X No _____
Satisfactory geological data furnished: Yes X No _____

REMARKS:

- Clayton Williams Energy, Inc. is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet to 5,260 feet, as shown on the North Central Oil Corporation Moses Moody Estate #1 Dual Induction Log.

- This unit consists of 103.033 acres of state fee land and 525.056 acres of private acreage. Clayton Williams Energy completed their Frazier #1 on June 17, 1997.

- The state will participate from the date of first production.

- The state's royalty participation in this unit, which is based on surface acreage, is 4.1%.

- Horizontal severance is provided for in the state lease.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

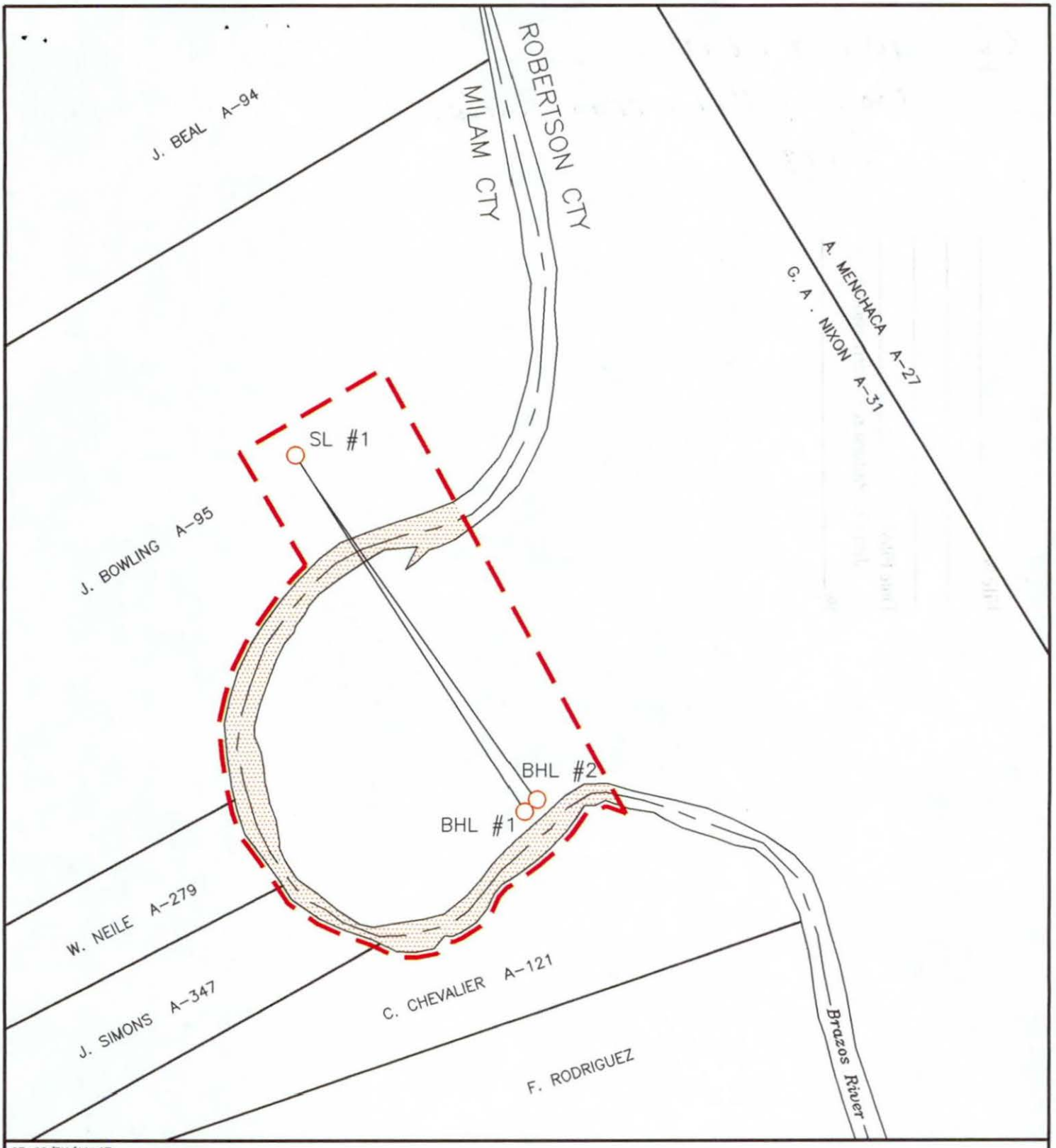
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone



97-66/RH/11-97

CLAYTON WILLIAMS ENERGY, INC.

FRAZIER UNIT #1

GIDDINGS AUSTIN CHALK-3

M-97710

MILAM AND ROBERTSON COUNTIES

(6) M- 97710

Pooling Committee Report

2/2/98

File No. MF-97710

Pooling committee Report

Date Filed: 2/2/98

Jerry E. Patterson, Commissioner

By

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 628.089 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Gromer, Vice-President,
Land & Lease Administration

ATTEST:
Laura Veretto

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a DELAWARE corporation, on behalf of said corporation.

Margarita L. Rowley
Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

EXHIBIT "A"

(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Frazier Unit #1)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the Jennett Bowing Survey, A-95, Milam County, Texas, all of said103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.033 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 103.033 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia, etux, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 89.422 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 89.422 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 188.881 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 188.881 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 143.427 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 143.427 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

document\exhfraz

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

FRAZIER UNIT #1

UNIT DESCRIPTION

BEING 628.089 acres of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 103.326 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2: 103.033 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 89.422 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 188.881 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 143.427 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **628.089 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 44 min. 01 sec. East 2540 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East 2340.29 feet** to a point for the North corner hereof, said point bears South 59 deg. 12 min. 58 sec. West 2059.80 feet from a 2" steel pipe post found for a reference hereof;

THENCE across said Frazier 1038 acre tract **South 29 deg. 45 min. 38 sec. East 2117.09 feet** to a point in the North gradient boundary line of the Brazos River, the South line of said Frazier 1038 acre tract; Said point having a position of Lat. = 30 deg. 47 min. 39.412 sec. North and Long. = 96 deg. 38 min. 23.549 sec. West NAD 83.

THENCE across said Brazos River **South 29 deg. 45 min. 38 sec. East 400.59 feet** to a point in the South gradient boundary line of the Brazos River, the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract **South 29 deg. 45 min. 38 sec. East 881.53 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract for a reference hereof and South 57 deg. 58 min. 54 sec. West - 1022.53 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre tract for reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 29 deg. 45 min. 38 sec. East 1889.47 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract, said point bears South 58 deg. 00 min. 14 sec. West - 10194.56 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 525.4 acre tract for reference hereof;

THENCE across said Cotropia 528.4 acre tract **South 29 deg. 45 min. 38 sec. East 1474.98 feet** to a point in the North gradient boundary line of the Brazos River;

THENCE across the Brazos River **South 29 deg. 45 min. 38 sec. East 310.45 feet** to a point in the South gradient boundary line of the Brazos River for the East corner hereof;

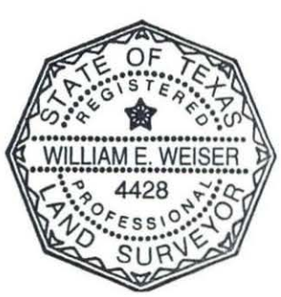
THENCE with the meanders of the North, West, and South gradient boundary line of the Brazos River as follows:

North 77 deg. 23 min. 19 sec. West 59.81 feet to a point;
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point;
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point;
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point;
South 35 deg. 58 min. 09 sec. West 629.26 feet to a point;
South 46 deg. 13 min. 18 sec. West 248.49 feet to a point;
South 52 deg. 56 min. 49 sec. West 171.55 feet to a point;
South 55 deg. 51 min. 03 sec. West 413.89 feet to a point;
South 57 deg. 03 min. 56 sec. West 332.57 feet to a point;
South 36 deg. 57 min. 16 sec. West 262.61 feet to a point;
South 25 deg. 17 min. 10 sec. West 192.68 feet to a point;
South 48 deg. 22 min. 47 sec. West 290.26 feet to a point;
South 67 deg. 32 min. 32 sec. West 246.59 feet to a point;
North 87 deg. 05 min. 24 sec. West 81.10 feet to a point;
South 39 deg. 11 min. 35 sec. West 211.08 feet to a point;
South 79 deg. 45 min. 46 sec. West 390.91 feet to a point;
North 84 deg. 09 min. 47 sec. West 285.99 feet to a point;
North 73 deg. 48 min. 45 sec. West 497.20 feet to a point;
North 59 deg. 42 min. 48 sec. West 587.64 feet to a point;
North 53 deg. 47 min. 20 sec. West 429.98 feet to a point;
North 39 deg. 04 min. 40 sec. West 452.84 feet to a point;
North 33 deg. 07 min. 02 sec. West 341.38 feet to a point;
North 25 deg. 45 min. 44 sec. West 450.18 feet to a point;
North 20 deg. 15 min. 41 sec. West 275.44 feet to a point;
North 06 deg. 59 min. 46 sec. West 950.00 feet to a point;
North 00 deg. 44 min. 23 sec. West 291.94 feet to a point;
North 05 deg. 18 min. 30 sec. East 249.11 feet to a point;
North 09 deg. 26 min. 53 sec. East 319.89 feet to a point;
North 22 deg. 03 min. 47 sec. East 616.42 feet to a point;
North 31 deg. 55 min. 57 sec. East 266.80 feet to a point;
North 32 deg. 14 min. 47 sec. East 213.45 feet to a point;
North 43 deg. 00 min. 45 sec. East 589.41 feet to a point;
North 43 deg. 16 min. 22 sec. East 157.36 feet to a point for an interior corner hereof;

THENCE across said Frazier 1038 acre tract **North 29 deg. 59 min. 23 sec. West 1934.39 feet** to the **PLACE OF BEGINNING** and containing **650.851 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

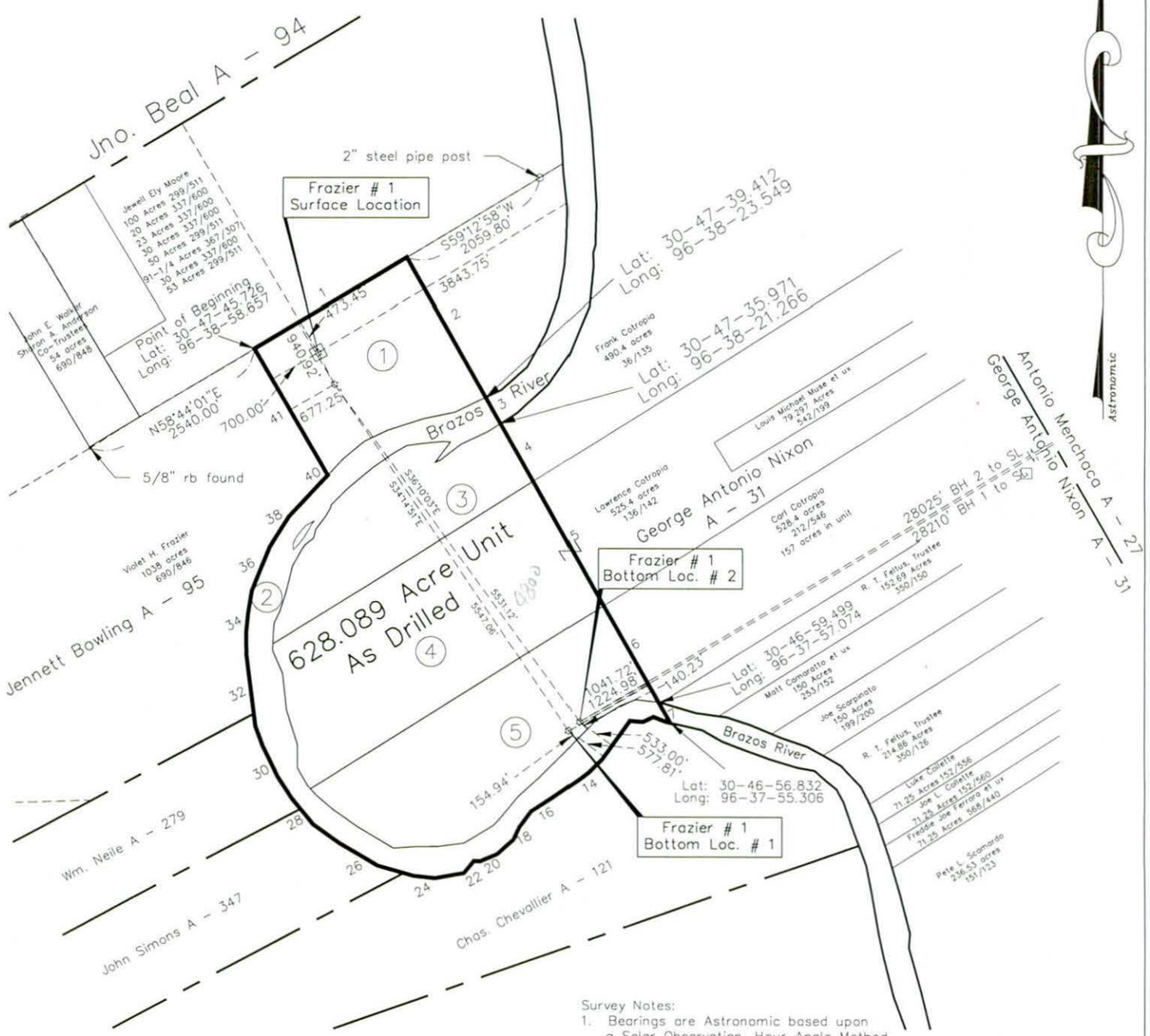
I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.



William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-16-97

EXHIBIT "C"

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	2340.29'
2	S 29°45'38" E	2117.09'
3	S 29°45'38" E	400.59'
4	S 29°45'38" E	881.53'
5	S 29°45'38" E	1889.47'
6	S 29°45'38" E	1474.98'
7	S 29°45'38" E	310.45'
8	N 77°23'19" W	59.81'
9	N 68°56'35" W	177.00'
10	S 64°09'10" W	154.03'
11	N 85°13'27" W	174.98'
12	S 35°58'09" W	629.26'
13	S 46°13'18" W	248.49'
14	S 52°56'49" W	171.55'
15	S 55°51'03" W	413.89'
16	S 57°03'56" W	332.57'
17	S 36°57'16" W	262.61'
18	S 25°17'10" W	192.68'
19	S 48°22'47" W	290.26'
20	S 67°32'32" W	246.59'
21	N 87°05'24" W	81.10'
22	S 39°11'35" W	211.08'
23	S 79°45'46" W	390.91'
24	N 84°09'47" W	285.99'
25	N 73°48'45" W	497.20'
26	N 59°42'48" W	587.64'
27	N 53°47'20" W	429.98'
28	N 39°04'40" W	452.84'
29	N 33°07'02" W	341.38'
30	N 25°45'44" W	450.18'
31	N 20°15'41" W	275.44'
32	N 06°59'46" W	950.00'
33	N 00°44'23" W	291.94'
34	N 05°18'30" E	249.11'
35	N 09°26'53" E	319.89'
36	N 22°03'47" E	616.42'
37	N 31°55'57" E	266.80'
38	N 32°14'47" E	213.45'
39	N 43°00'45" E	589.41'
40	N 43°16'22" E	157.36'
41	N 29°59'23" W	1934.39'

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas. Latitude 30°47'45" North Longitude 96°38'49" West Elevation 265 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	103.326 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	103.033 acres
3	Frank Cotropia, et ux	2-07357	136/135	89.422 acres
4	Rosalie Cotropia, Trustee	2-07377	136/142	188.881 acres
5	Carl Cotropia, et ux	2-07358	212/546	143.427 acres
	Unit Total			628.089

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier Unit # 1	628.089 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk: G	Revised: 10-16-97	Rev. # 5C	Dwg # 971386	W.O. # 971386

(7) M-97710
POOLING AGREEMENT
2/2/98

File No. mf-97710

pooling agreement

Date Filed: 2/2/98

Jerry E. Patterson, Commissioner

By

DO NOT DESTROY

UNIT AGREEMENT MEMO
Unit No. 2681

Operator Clayton Williams Energy
Unit Name Broughton - Perone Unit #1
County Robertson
Effective Date December 2, 1997
Unitized for: Oil ___ Gas ___ Oil & Gas X

1. M.F. No. 97710
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
23.477 / 614.253 = .038234 x 1/4 = .2500 .09759 % .009759

2. M.F. No. 98450
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
43.0 / 614.233 = .070004 ~~37.243 / 608.496~~ x 1/4 = .2500 .017501 % .017501
.061205 ✓ .015301

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ __._____%

REMARKS:

.027260
.025060

Prepared by: J Vaughn	Date 6/16/98
Map & GIS updated by:	Date 6-22-98
Keyed into database by: MT	Date 6-23-98

GLO-36-11-97

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: January 20, 1998

OPERATOR: Clayton Williams Energy, Inc. **COUNTY:** Robertson

UNIT NAME: Broughton-Perrone Unit #1 **FIELD:** Giddings Austin Chalk-3 and Giddings Buda

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-97710	1/4	1-7-2000	3	190.574	23.977	Clayton Williams Energy Inc.
SF	M-98950	1/4	1-6-1999	1	37.243 (43.0)	37.243 (43.0)	Clayton Williams Energy Inc.

* RAL = Relinquishment Act
* SF = State Fee
* FR = Free Royalty

PRIVATE ACRES: 547.276
STATE ACRES: 66.977 61.220
TOTAL UNIT ACRES: 614.253 608.496

Unitized for:
Oil _____
Gas _____
Both X

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land ____
Private Land X

Participation:
Basis Surface acreage
State Acreage 10.9 %
State Unit Royalty 2.73 % 2.51

Railroad Commission Rules:
Spacing 800 Acres
Acreage Factor 100 %

Agree to drill to density of field rules: Yes X No _____
Holds only acreage included in the unit past primary term: Yes X No _____
Satisfactory geological data furnished: Yes X No _____

REMARKS:

- The Clayton Williams Energy, Inc., Broughton-Perrone Unit #1 was approved by the School Land Board on December 2, 1997. Now they are amending the unit to include a 43 acre tract that was leased at the special sale on January 6, 1998, M-98950. The state royalty participation remains unchanged at 2.73%.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

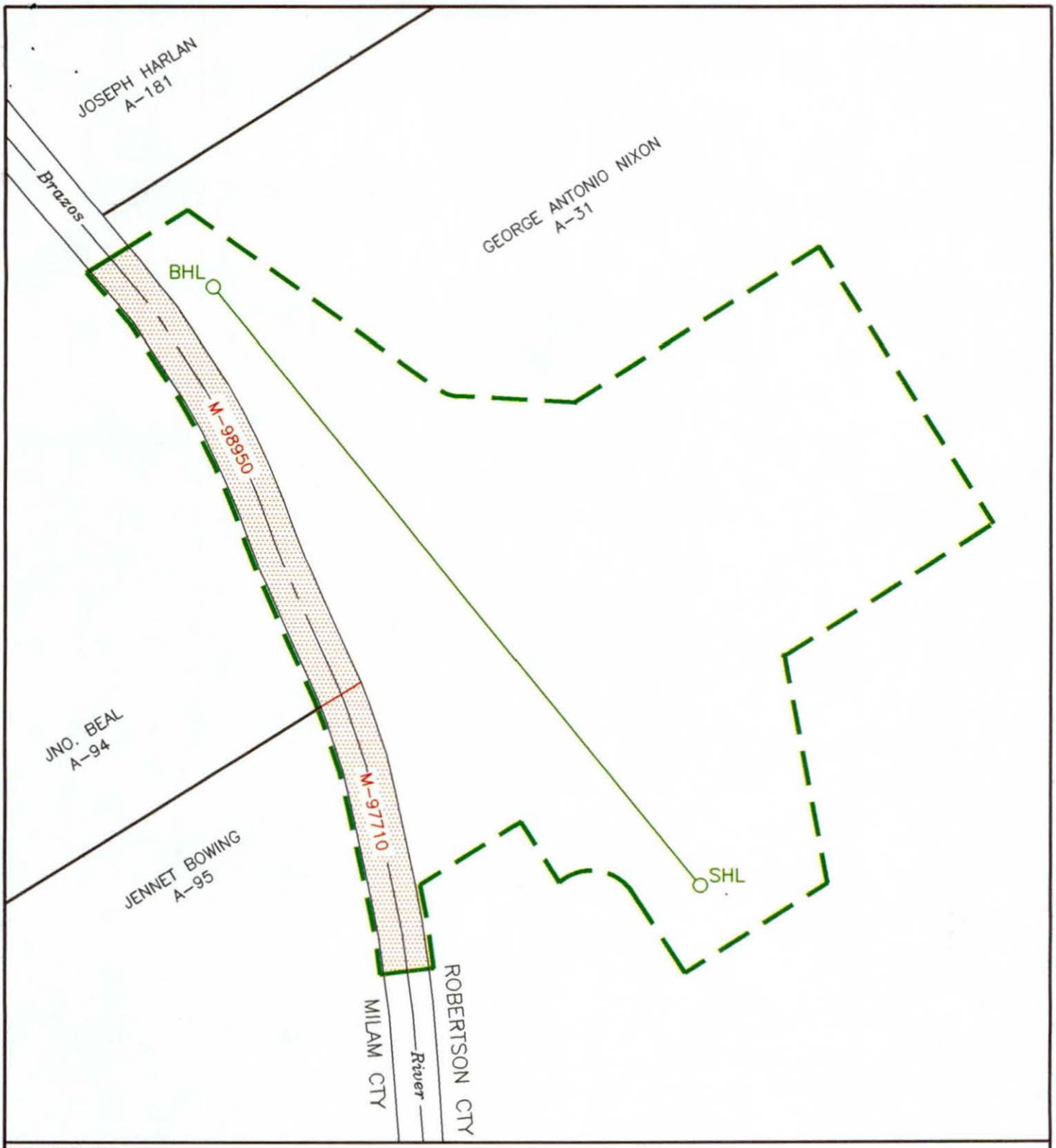
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

John Howard

Peter A. Boone



97-68/EM/1-98

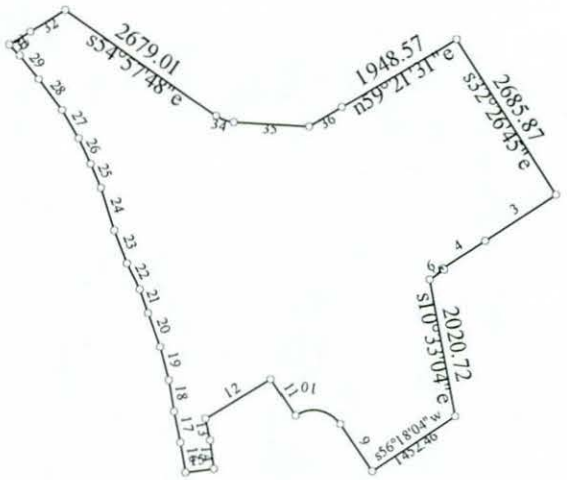
CLAYTON WILLIAMS ENERGY, INC.

BROUGHTON – PERRONE UNIT #1

GIDDINGS (AUSTIN CHALK-3) AND GIDDINGS (BUDA)

M-97710 AND M-98950

MILAM AND ROBERTSON COUNTIES



Title:	Date: 06-16-1998
Scale: 1 inch = 2777 feet	File:

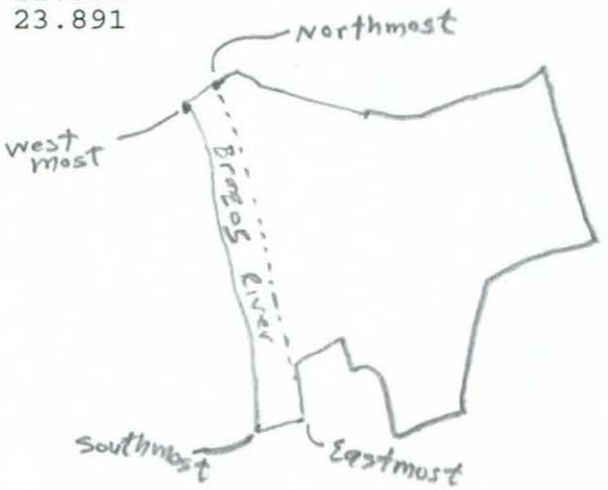
Tract 1: 608.495 Acres: 2462490.4 Sq Meters: No significant closure error. : Perimeter = 27179 feet

001=n59.2131e 1948.57
002=s32.2645e 2685.87
003=s57.0712w 1222.77
004=s57.0503w 729.13
005=s32.2128e 30.00
006=s57.0503w 256.50
007=s10.3304e 2020.72
008=s56.1804w 1452.46
009=n33.5931w 833.78
010: Lt, R=467.00, Arc=733.56, Delta=90.0000 Bng=n78.5931w, Chd=660.44
011=n33.5931w 633.09
012=s58.5835w 1108.88
013=s12.0736e 325.30
014=s07.2449e 422.47
015=s82.3631w 417.47
016=n09.3253w 442.69
017=n11.1934w 467.41
018=n09.0403w 462.79
019=n14.4426w 501.91
020=n19.4630w 513.41
021=n19.4536w 361.44
022=n26.0843w 418.30
023=n21.1209w 510.52
024=n17.4730w 646.36
025=n23.0053w 372.79
026=n25.0830w 411.95
027=n29.4948w 481.82
028=n36.5923w 565.05
029=n38.2958w 444.02
030=n43.4026w 211.94
031=n58.0927e 358.46
032=n58.0927e 592.30
033=s54.5748e 2679.01
034: Lt, R=500.00, Arc=279.13, Delta=31.5909 Bng=s70.5723e, Chd=275.52
035=s86.5657e 1085.80
036=n59.2131e 551.43

Asset/Surveying
2797412 6/16/98

Original Coords. on NAD 83 Geographic Coordinates
Translated Coords. on NAD 27 State Plane - TX Cent. 4203, U.S. FT

NAME	INPUT	OUTPUT
northmost	30 49 21.53200 N	439544.85141 N
	096 38 38.60400 W	3157869.09820 E
Convergence		01 54 01.16463
Scale Factor		0.999886581
Datum Shift(m),	Delta Lat. =	21.269
	Delta Lon. =	23.923
westmost	30 49 19.65700 N	439345.44405 N
	096 38 42.09500 W	3157571.17737 E
Convergence		01 53 59.36663
Scale Factor		0.999886609
Datum Shift(m),	Delta Lat. =	21.270
	Delta Lon. =	23.927
southmost	30 48 18.17000 N	433221.92175 N
	096 38 12.78700 W	3160331.41754 E
Convergence		01 54 14.46131
Scale Factor		0.999887581
Datum Shift(m),	Delta Lat. =	21.332
	Delta Lon. =	23.896
eastmost	30 48 18.70400 N	433289.59153 N
	096 38 08.04000 W	3160743.34560 E
Convergence		01 54 16.90619
Scale Factor		0.999887572
Datum Shift(m),	Delta Lat. =	21.332
	Delta Lon. =	23.891



POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD

DATE: December 2, 1997

OPERATOR: Clayton Williams Energy, Inc. **COUNTY:** Robertson

UNIT NAME: Broughton-Perrone Unit #1 **FIELD:** Giddings Austin Chalk-3 and Giddings Buda

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record
SF	M-97710	1/4	1-7-2000	3	190.574	23.977	Clayton Williams Energy Inc.
SF	M-98950						

* RAL = Relinquishment Act
* SF = State Fee
* FR = Free Royalty

PRIVATE ACRES: 547.276
STATE ACRES: 23.977
TOTAL UNIT ACRES: 571.253

Unitized for:
Oil _____
Gas _____
Both X

Depth(s):
See Remarks
Formation:
See Remarks

Well Location:
State Land ____
Private Land X

Participation:
Basis Surface acreage
State Acreage 4.2 %
State Unit Royalty 2.73 %

Railroad Commission Rules:
Spacing 800 Acres
Acreage Factor 100 %

Agree to drill to density of field rules: Yes X No _____
Holds only acreage included in the unit past primary term: Yes X No _____
Satisfactory geological data furnished: Yes X No _____

REMARKS:

- Clayton Williams Energy, Inc. is requesting permanent oil and gas pooling of the Austin Chalk and Georgetown Formations defined as the stratigraphic interval or its correlative equivalent occurring from 5,505 feet to 6,150 feet, as shown on the North Central Oil Corporation Moses Moody Estate #1 Dual Induction Log.

- This unit consists of 23.977 acres of state fee land and 547.276 acres of private acreage. Clayton Williams Energy Broughton Perrone #1 has been drilled and is waiting to be completed.

- The state will participate from the date of first production.

- The state's royalty participation in this unit is 2.73%.

- Actual state participation will be based on a gradient boundary survey.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas

Al Gonzales

Peter A. Boone

97-68/EM/11-97

CLAYTON WILLIAMS ENERGY, INC.

BROUGHTON – PERRONE UNIT #1

GIDDINGS AUSTIN CHALK – 3 & GIDDINGS (BUDA)

M-97710

ROBERTSON COUNTY

File No. MF-97710

pooling Agreement

Date Filed: 6/8/98

Jerry E. Patterson, Commissioner

By

(8)

IN THE POOLING COMMITTEE RPT
6-8-98

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation and the Georgetown Formation which together are defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 6,150 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit,

according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 614.253 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 4/9/98

STATE OF TEXAS

Legal
Content
Geology
Execution

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Date Executed 3-6-98

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:

CYNTHIA E. SEWELL
Notary Public
STATE OF TEXAS

Date Executed _____

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David

Carolyn J. David

Its: Attorney-In-Fact

ATTEST:

_____

CDW
ABM

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at meetings of the School Land Board duly held on the 2nd day of December, 1997 and on the 20th day of January, 1998, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 8th day of April, 1998.

Linda K. Fisher

Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on March 6, 1998, by Jerry E. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a Delaware corporation, on behalf of said corporation.

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

Margarita L. Rowley

Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on April, 1998, by Carolyn J. Davis as Attorney-in-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

CYNTHIA E. SEWELL
Notary Public
STATE OF TEXAS
My Comm. Exp. April 22, 2001

Cynthia E. Sewell

Notary Public in and for the
State of Texas

EXHIBIT "A"

**(Attached to Pooling Agreement for the
Clayton Williams Energy, Inc., - Broughton-Perrone Unit #1)**

LEASE #1: Oil and Gas Lease dated 11-20-95 from Mary Grace Perrone, Trustee of the Mike M. Perrone Family Trust, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas,covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 87.778 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 87.778 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

LEASE #2: Oil and Gas Lease dated 07-14-96 from Beatrice A. Degelia, Individually and as Independent Executrix of the Estate of Sam Degelia, Deceased, Cynthia Ann Wallace and Linda Trojacek, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 614, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, as more particularly described in the attached Exhibit "B", being included in this unit.

LEASE #3: Oil and Gas Lease dated 06-17-96 from Tamera Jean Threadgill, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 619, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #4: Oil and Gas Lease dated 06-17-96 from James Craig Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 629, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #5: Oil and Gas Lease dated 06-17-96 from Sam Robert Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, Page 044, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #6: Oil and Gas Lease dated 06-17-96 from John David Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, Page 097, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #7: Oil and Gas Lease dated 08-10-95 from Charles S. Cotropia, Agent and Attorney-in-Fact for Pauline Cotropia, as Lessor, to Broughton Associates Joint Venture, as Lessee, recorded in Volume 640, Page 471, Official Records, Robertson County, Texas,covering 378.75 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, as more particularly described in the attached Exhibit "B" being included in this unit.

LEASE #8: Oil and Gas Lease dated 11-07-96 from Charles S. Cotropia and Joseph P. Cotropia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 666, Page 582, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #9: Oil and Gas Lease dated 07-25-96 from Ronald L. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 635, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #10: Oil and Gas Lease dated 07-25-96 from Charles R. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 641, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #11: Oil and Gas Lease dated 07-25-96 from David A. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 647, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #12: Oil and Gas Lease dated 07-25-96 from M. L. Scott and wife, Dorothy S. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 645, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #13 Oil and Gas Lease dated 01-07-97 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.976 acres out of the lands described therein, located in the Brazos River joining the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.976 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease # 207885)

LEASE #14 Oil and Gas Lease dated 01-06-98 from The State of Texas M-98950, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 705, Page 383, Official Records, Robertson County, Texas, and Volume _____, Page _____, Official Records, Milam County, Texas, covering 43.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 37.243 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 37.243 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #208483)

LEASE #15: Oil and Gas Lease dated 10-17-95 from Michael L. Muse and wife, Angeline B. Muse, as Lessor, to Broughton Associates Joint Venture, as Lessee, recorded by Memorandum in Volume 641, Page 243, Official Records, Robertson County, Texas,covering 863.465 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 41.091 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 41.091 acres, as more particularly described in the attached Exhibit "B" being included in this unit.

LEASE #16: Oil and Gas Lease dated 02-14-96 from Mary Falco Muse, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 647, Page 673, Official Records, Robertson County, Texas,covering 447.36 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.571 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.571 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07434)

LEASE #17: Oil and Gas Lease dated 11-20-95 from Mary Grace Perrone, Trustee, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 299, Official Records, Robertson County, Texas,covering 40.360 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.265 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.265 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07378)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

Broughton Perrone Unit #1

Unit Description

BEING 608.495 acres of land, a part of the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 87.778 acres being a part of that certain 358.98 acre (Second Tract) conveyed to Judith Marie Perrone McCrady, et al by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas.

Tract 2: 239.554 acres being a part of that certain called 229.93 acre tract conveyed to Sam Degelia, Sr., et al by deed recorded in volume 225, page 235 of the Deed Records of Robertson County, Texas.

Tract 3: 98.017 acres being a part of that certain 378-3/4 acre tract conveyed to Joe Cotropia and wife, Pauline Cotropia by deed recorded in volume 110, page 143 of the Deed Records of Robertson County, Texas.

Tract 4A: 23.976 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-97710 from the State of Texas, same as recorded in volume 670, page 724 of the Deed Records of Robertson County, Texas.

Tract 4B: 37.243 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-98950 from the State of Texas, same as recorded in volume 705, page 383 of the Deed Records of Robertson County, Texas.

Tract 5: 41.091 acres being all of that certain 40.36 acre (Second Tract) conveyed to Michael L. Muse by deed recorded in volume 444, page 154 of the Deed Records of Robertson County, Texas.

Tract 6: 40.571 acres being all of that certain 40.36 acre tract conveyed to Mary Falco Muse by deed recorded in volume 292, page 785 of the Deed Records of Robertson County, Texas.

Tract 7: 40.265 acres being all of that certain 40.36 acre tract conveyed to Mike M. Perrone, et al by deed recorded in volume 468, page 243 of the Deed Records of Robertson County, Texas.

Said **608.495** acre unit being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the Southeast line of said Joe Cotropia tract, for the North corner of said Sam Degelia, Sr., et al tract, the West corner of said Michael Muse tract and for an angle point hereof;

THENCE with the Southeast line of said Joe Cotropia tract, the Northwest line of said Michael Muse tract, **North 59 deg. 21 min. 31 sec. East** at 651.29 feet passing a point for the North corner of said Michael Muse tract, the West corner of said Mary Muse tract, said point bears South 32 deg. 21 min. 28 sec. East -1.34 feet from a 1/2 inch iron rod found for reference, at 1300.37 feet passing a point for the North corner of said Mary Muse tract, the West corner of said Mike Perrone tract, said point bears South 32 deg. 21 min. 28 sec. East -.052 feet from a 1/2 inch iron rod found for reference and continuing a total distance of **1948.57 feet** to a point in the Southwest margin of Union Pacific Railroad Right of Way, for the East corner of said Joe Cotropia, the North corner of said Mike Perrone and for the Easterly North corner hereof; said point bears North 59 deg. 21 min. 31 sec. East -0.66 feet from a cross tie corner post found for reference hereof;

THENCE with the Southwest margin of said Union Pacific Railroad Right of Way, the

Northeast line of said Mike Perrone tract, **South 32 deg. 26 min. 45 sec. East 2685.87 feet** to a point for the North corner of a 30 foot lane referred to in said Michael Muse deed, said Mary Muse deed and said Mike Perrone deed, for the East corner of said Mike Perrone tract and for the Northerly East corner hereof; said point bears North 32 deg. 26 min. 45 sec. West - 30.00 feet from a calculated point for the North corner of a 80.19 acre (First Tract) conveyed to Judith Marie Perrone McCrady, et al by deed recorded in volume 639, page 663, the East corner of said 30 foot lane and also bears North 32 deg. 00 min. 38 sec. West - 30.00 feet from a 7 inch treated corner post found for reference hereof;

THENCE with the Northwest line of said 30 foot lane, the Southeast line of said Mike Perrone tract, **South 57 deg. 07 min. 12 sec. West** at 652.06 feet passing the South corner of said Mike Perrone tract, the East corner of said Mary Muse tract, and continuing a total distance of **1222.77 feet** to a point for an angle point hereof;

THENCE continuing with the Northwest line of said 30 foot lane, the Southeast line of said Mary Muse tract, **South 57 deg. 05 min. 03 sec. West** at 78.11 feet passing the South corner of said Mary Muse tract, the East corner of said Michael Muse tract and continuing a total distance of **729.13 feet** to a point in the Northeast line of said Sam Degelia, Sr., et al tract, for the West corner of said 30 foot lane, the South corner of said Michael Muse tract and for an interior corner hereof; said point bears South 45 deg. 15 min. 32 sec. East -3.26 feet from a cross tie corner post found for reference hereof;

THENCE with the Northeast line of said Sam Degelia, Sr, et al tract, the Southwest line of said 30 foot lane, **South 32 deg. 21 min. 28 sec. East 30.00 feet** to a point in the Northwest line of said 358.98 acre Judith McCrady, et al tract, for the South corner of said 30 foot lane, the East corner of said Sam Degelia, Sr., et al tract and for an East corner hereof; said point for corner bears North 32 deg. 21 min. 28 sec. West - 0.54 feet from a 4 inch treated corner post found for reference hereof;

THENCE with the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract, **South 57 deg. 05 min. 03 sec. West 256.50 feet** to a point for an interior corner hereof;

THENCE across said 358.98 acre Judith McCrady, et al tract, **South 10 deg. 33 min. 04 sec. East 2020.72 feet** to a point for the Southerly East corner hereof; said point for corner bears South 85 deg. 55 min. 10 sec. West - 1989.56 feet from a 1/2 inch iron rod found in the Northwest line of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 36, page 135, for the South corner of said 80.19 acre Judith McCrady, et al tract, the East corner of said 358.98 acre Judith McCrady, et al tract and for reference hereof;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **South 56 deg. 18 min. 04 sec. West 1452.46 feet** to a point for the Southerly South corner hereof;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 833.78 feet** to a point of curvature of a curve to the left;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, with said curve to the left with the following curve data: **Radius = 467.00 feet, Delta = 90 deg. 00 min. 00 sec., Arc = 733.56 feet,** and the **Chord** bearing and distance = **North 78 deg. 59 min. 31 sec. West - 660.44 feet** to a point for the point of curvature of said curve;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 633.09 feet** to a point in the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof;

THENCE with the Northwest line of said 358.98 acre Judith McCrady, et al tract, the Southeast line of said Sam Degelia, Sr., et al tract, **South 58 deg. 58 min. 35 sec. West 1108.88 feet** to a point on the East gradient boundary of the Brazos River (Tract 4A), for the South corner of said Sam Degelia, Sr., et al tract, the Northerly West corner of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof; said point bears South 58 deg. 58 min. 35 sec. West - 408.00 feet from a 6 inch pipe corner post found for reference hereof;

THENCE with the East gradient boundary of said Brazos River (Tract 4A), the West line

of said 358.98 acre Judith McCrady, et al tract, **South 12 deg. 07 min. 36 sec. East 325.30 feet** and **South 07 deg. 24 min. 49 sec. East 422.47 feet** to a point for the Southeast corner of said Tract 4A and for a Southeast corner hereof;

THENCE across said Brazos River, with the South line of said Tract 4A, **South 82 deg. 36 min. 31 sec. West 417.47 feet** to a point on the West gradient boundary of said Brazos River, for a Southwest corner of said Tract 4A and for the Southwest corner hereof;

THENCE with the West gradient boundary of said Brazos River, the West lines of said Tract 4A and said Tract 4B as follows:

North 09 deg. 32 min. 53 sec. West 442.69 feet to a point;
North 11 deg. 19 min. 34 sec. West 467.41 feet to a point;
North 09 deg. 04 min. 03 sec. West 462.79 feet to a point;
North 14 deg. 44 min. 26 sec. West 501.91 feet to a point;
North 19 deg. 46 min. 30 sec. West 513.41 feet to a point;
North 19 deg. 45 min. 36 sec. West 361.44 feet to a point;
North 26 deg. 08 min. 43 sec. West 418.30 feet to a point;
North 21 deg. 12 min. 09 sec. West 510.52 feet to a point;
North 17 deg. 47 min. 30 sec. West 646.36 feet to a point;
North 23 deg. 00 min. 53 sec. West 372.79 feet to a point;
North 25 deg. 08 min. 30 sec. West 411.95 feet to a point;
North 29 deg. 49 min. 48 sec. West 481.82 feet to a point;
North 36 deg. 59 min. 23 sec. West 565.05 feet to a point;
North 38 deg. 29 min. 58 sec. West 444.02 feet to a point;
North 43 deg. 40 min. 26 sec. West 211.94 feet to a point for the West corner of said Tract 4B and for the Northerly West corner hereof;

THENCE across said Brazos River, with the Northwest line of said Tract 4B, **North 58 deg. 09 min. 27 sec. East 358.46 feet** to a point on the Northeast gradient boundary of said Brazos River, for the for the South corner of a 185 acre (First Tract) conveyed to Giovanna A. Mayfield by deed recorded in volume 624, page 735, the West corner of said Joe Cotropia tract and the North corner of said Tract 4B; said point bears South 58 deg. 09 min. 27 sec. West -171.45 feet from a fence corner post found for reference hereof;

THENCE with the Southeast line of said Mayfield tract, the Northwest line of said Joe Cotropia tract, **North 58 deg. 09 min. 27 sec. East 592.30 feet** to a point for the Northerly North corner hereof;

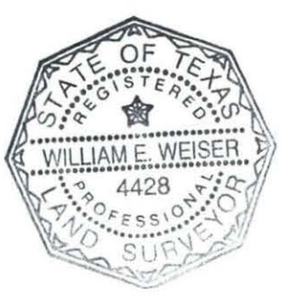
THENCE across said Joe Cotropia tract, **South 54 deg. 57 min. 48 sec. East 2679.01 feet** to a point for the point of curvature of a curve to the left;

THENCE continuing across said Joe Cotropia tract, with said curve to the left with the following curve data: **Radius = 500.00 feet, Delta = 31 deg. 59 min. 09 sec., Arc = 279.13 feet,** and the **Chord** bearing and distance = **South 70 deg. 57 min. 23 sec. East - 275.52 feet** to the point of curvature of said curve to the left;

THENCE continuing across said Joe Cotropia tract, **South 86 deg. 56 min. 57 sec. East 1085.80 feet** to a point in the Northwest line of said Sam Degelia, Sr., et al tract, the Southeast line of said Joe Cotropia tract, **North 59 deg. 21 min. 31 sec. East 551.43 feet** to the **PLACE OF BEGINNING** and containing **608.495 acres** of land.

Bearings are Astronomic based upon a Solar Observation, Hour Angle Method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in July, 1997.



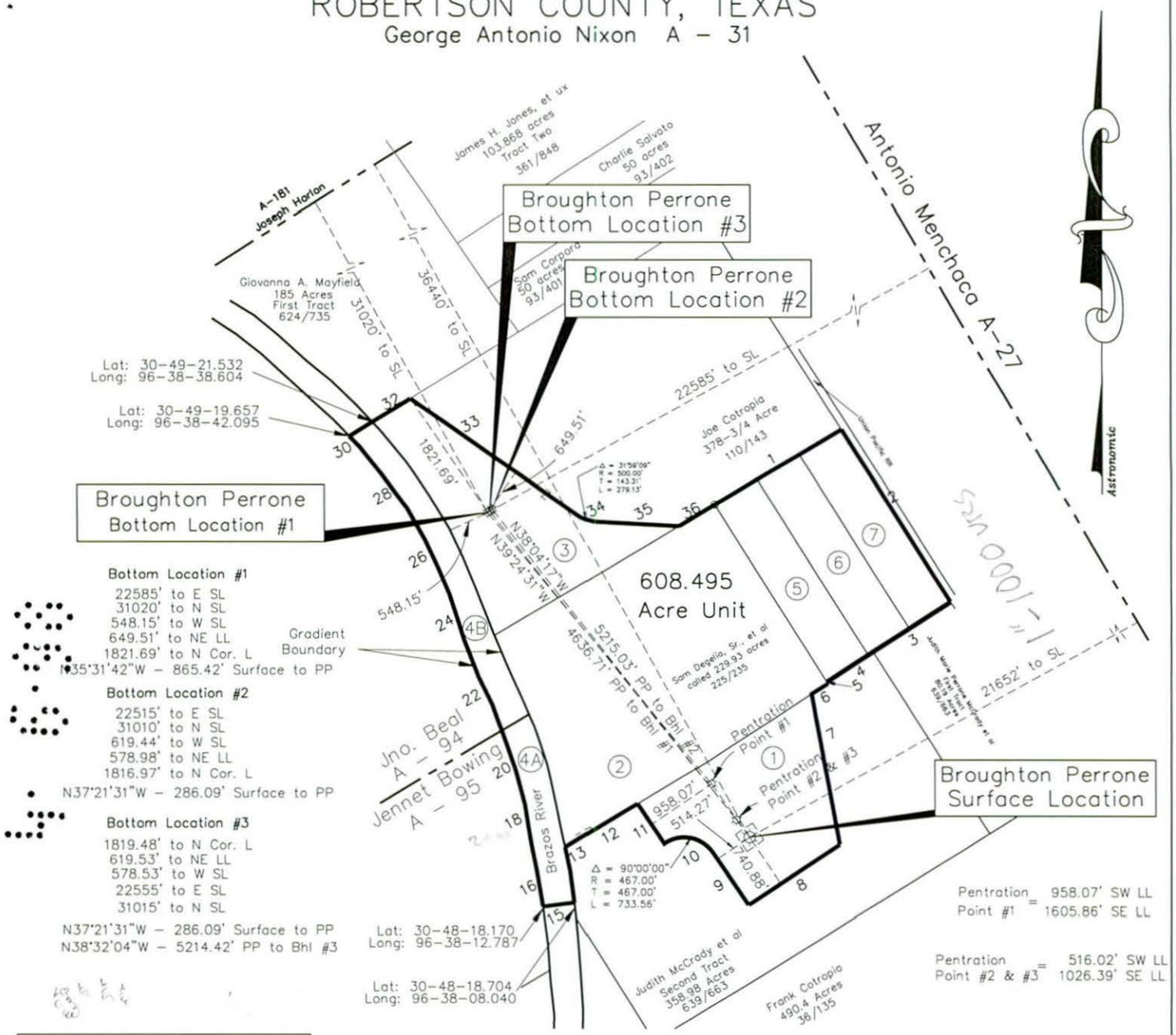
William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 3-9-98

I:\dwgs\145\971452

EXHIBIT "C"

ROBERTSON COUNTY, TEXAS

George Antonio Nixon A – 31



Bottom Location #1
22585' to E SL
31020' to N SL
548.15' to W SL
649.51' to NE LL
1821.69' to N Cor. L
N35°31'42"W – 865.42' Surface to PP

Gradient Boundary

Bottom Location #2
22515' to E SL
31010' to N SL
619.44' to W SL
578.98' to NE LL
1816.97' to N Cor. L
N37°21'31"W – 286.09' Surface to PP

Bottom Location #3
1819.48' to N Cor. L
619.53' to NE LL
578.53' to W SL
22555' to E SL
31015' to N SL
N37°21'31"W – 286.09' Surface to PP
N38°32'04"W – 5214.42' PP to Bhl #3

Pentration Point #1 = 958.07' SW LL, 1605.86' SE LL

Pentration Point #2 & #3 = 516.02' SW LL, 1026.39' SE LL

Unit Calls		
1	N 59°21'31" E	1948.57'
2	S 32°26'45" E	2685.87'
3	S 57°07'12" W	1222.77'
4	S 57°05'03" W	729.13'
5	S 32°21'28" E	30.00'
6	S 57°05'03" W	256.50'
7	S 10°33'04" E	2020.72'
8	S 56°18'04" W	1452.46'
9	N 33°59'31" W	833.78'
10	N 78°59'31" W	660.44' C
11	N 33°59'31" W	633.09'
12	S 58°58'35" W	1108.88'
13	S 12°07'36" E	325.30'
14	S 07°24'49" E	422.47'
15	S 82°36'31" W	417.47'
16	N 09°32'53" W	442.69'
17	N 11°19'34" W	467.41'
18	N 09°04'03" W	462.79'
19	N 14°44'26" W	501.91'
20	N 19°46'30" W	513.41'
21	N 19°45'36" W	361.44'
22	N 26°08'43" W	418.30'
23	N 21°12'09" W	510.52'
24	N 17°47'30" W	646.36'
25	N 23°00'53" W	372.79'
26	N 25°08'30" W	411.95'
27	N 29°49'48" W	481.82'
28	N 36°59'23" W	565.05'
29	N 38°29'58" W	444.02'
30	N 43°40'26" W	211.94'
31	N 58°09'27" E	358.46'
32	N 58°09'27" E	592.30'
33	S 54°57'48" E	2679.01'
34	S 70°57'23" E	275.52' C
35	S 86°56'57" E	1085.80'
36	N 59°21'31" E	551.43'

Tract	Lessor	Lease #	Deed	Area
1	Mary G. Perrone, Trustee	#2-7375	639/663	87.778 acres
2	Beatrice Degelia		225/235	239.554 acres
3	Charles S. Cotropia, Agent		110/143	98.017 acres
4A	State of Texas Oil and Gas Lease No. M-97710	#2-07885	670/724	23.976 acres
4B	State of Texas Oil and Gas Lease No. M-98950	#2-08483	705/383	37.243 acres
5	Michael L. Muse, et ux		444/154	41.091 acres
6	Mary Falco Muse	#2-07434	292/785	40.571 acres
7	Mary G. Perrone, Trustee, et al	#2-07378	468/243	40.265 acres
			Total	608.495 acres

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.23 miles S25°W from Hearne, Robertson County, Texas. Latitude 30°48'27" North Longitude 96°37'42" West Elevation 264 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

Staked in July 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Broughton Perrone Unit # 1	608.495 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 10-2-97	Scale: 1"= 2000'	Book , Page
	Disk:	Revised: 03-06-98	Rev. #5-G	Dwg # 971452	W.O. # 971452

File No. MF-097710

pooling Agreement

Date Filed: 6/8/98

Jerry E. Patterson, Commissioner

By

(9) MF-97710
Pooling Agreement
6-8-98

4. 2.00

Texas General Land Office
Garry Mauro, Commissioner

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

July 30, 1998

CLAYTON WILLIAMS ENERGY INC
6 DESTA DRIVE STE 3000
MIDLAND TX 79705

Re: State Lease No. M-97710
COTROPIA-FRAZIER UNIT #1

Dear Ms. McLain:

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) 475-2624.

Sincerely,

Frances Vaughn

Frances Vaughn
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

Enclosures

Printed on recycled paper with soybean ink

YOU MAY KEEP THIS COPY FOR YOUR FILES

CLAYTON WILLIAMS ENERGY, INC.

March 6, 1998

Dear Interest Owner:

Enclosed please find a DIVISION ORDER on the following:

Cotropia-Frazier Unit #1

which is operated by **Clayton Williams Energy, Inc.**

Payment made in accordance with the interests as set out in the DIVISION ORDER will be expedited and further correspondence reduced if you will follow the instructions set forth below:

1. Sign your name as shown on the DIVISION ORDER and have your signature witnessed by a disinterested party.

2. Acknowledge your mailing address. If different than shown on the Exhibit, indicate correction.

3. Include the proper Social Security Number or Tax Identification, whichever applies.

4. Signatures by Agents, Attorneys-in-Fact, or Guardians other than the named interest owner must be verified by attaching evidence of the rights vested in the signatory party.

5. Where one member of a partnership signs, evidence of his rights to do so must be furnished, along with the Social Security number applicable.

6. For Corporations: The DIVISION ORDER must be executed and attested by authorized officials of the company, and the corporation tax I.D. number included.

One fully executed copy of the attached DIVISION ORDER should be returned to the attention of the undersigned at the address shown above. The other copy is for your records.

If there are any questions regarding the above instructions or the attached DIVISION ORDER, please contact the undersigned.

Yours very truly,

Pat L. McLain

Pat L. McLain (Ms.)
Land Specialist

plm
Enclosures

CLAYDESTA CENTER SIX DESTA DRIVE SUITE 3000 MIDLAND, TEXAS 79705 915/682-6324 FAX 915/688-3225

#790

OIL AND GAS
DIVISION ORDER

To: CLAYTON WILLIAMS ENERGY, INC.
(Hereinafter called "PURCHASER")
6 Desta Drive, Suite 3000
Midland, TX 79705

Division Order No. 15734 001

Date March 6, 1998

EFFECTIVE First Sales: 12-11-97

The undersigned, and each of us, as Owners, guarantee and warrant that we are the legal owners, in the proportions set out below, of all the oil and gas (the term "gas" including, without limitation, gas well gas, casinghead gas, and condensate, natural gas liquids, and all other constituent elements of the raw gas stream) produced, or all of the proceeds thereof, from the

Clayton Williams Energy, Inc., Cotropia-Frazier Unit #1

located in Robertson & Milam Counties, State of Texas, described as:

557.105-acre unit out of the George Antonio Nixon Survey, A-31, Robertson County, and the Jeneatte Bowen Survey (also called the Jennett Bowling Survey), A-95, Milam County, more fully described in Pooling Agreement recorded in Vol. 702, Page 96, Official Public Records, Robertson County, and recorded in Vol. 766, Page 315, Official Records, Milam County, Texas, consisting of 29 Oil and Gas Leases. (See Exhibit "B" for plat of unit.)

and commencing on date of first production/or last settlement and until 30-day advance written notice from the undersigned, you are authorized to receive and give credit for all oil and gas received from said property, or the proceeds therefrom, as may be applicable as per directions below:

CREDIT TO	DIVISION OF INTEREST	ADDRESS
	See attached Exhibit "A"	

FIRST: It is agreed that payments will be made monthly based on the division of interest as set out herein, except payments of less than One Hundred Dollars ($100.00) may be accrued before disbursement (without payment of interest) until the total amount equals at least $100.00 or until December of each year, whichever occurs first.

SECOND: The purpose of this division order is to set out the ownership of the property described herein and in no way diminishes or enlarges either parties' obligations under the oil and gas lease(s) attributable thereto, or amend the terms thereof.

THIRD: The owner agrees to notify Purchaser in writing of any change in the division of interest. No change of interest is binding on Purchaser until the recorded copy of the instrument of change is furnished to Purchaser 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 Purchaser.

WITNESS	SIGNATURE OF INTEREST OWNER COMMISSIONER, GENERAL LAND OFFICE	Social Security Tax Account No.

Interest Owner Address: _____

_____

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
SHARON ANN ANDERSON separate property 302 Easy Street Livingston, TX 77351	Non-participating Royalty 20.1875% x 1/6 x 84.518/557.105	.00510440
AMANDA ANDERSON TRUST SHARON A. ANDERSON, Tr. 302 Easy Street Livingston, TX 77351	Non-participating Royalty 1.125% x 1/6 x 84.518/557.105	.00028450
SHARON ANN ANDERSON 302 Easty Street Livingston, TX 77351 for life, with remainder to the children of Johnny E. Walker and Sharon Ann Anderson, per stirpes	Non-participating Royalty 3.125% x 1/6 x 84.518/557.105	.00079010
MARILYN KAY PERRONE BOWEN 5003 Harbour Town Court College Station, TX 77845	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
JOSIE MARIE BURNS 2205 Racquet Club Court Arlington, TX 76017	Royalty 1/24 x 1/6 x 24.024/557.105	.00029950
ANNIE RICHARD CAMARATA 301 Spring Waco, TX 76704	Royalty 1/8 x 1/6 x 24.024/557.105	.00089840
ANNIE RUFFINO CAMARATA 701 Live Oak Hearne, TX 77859	Royalty 5/16 x 1/6 x 24.024/557.105	.00224600
ANNIE RUFFINO CAMARATA 701 Live Oak Hearne, TX 77859 for life, with remainder to JOSEPHINE ANN CAMARATA MILBERGER TANNIE MARTIN CAMARATA PRESTON JOSEPH CAMARATA	Royalty 5/16 x 1/6 x 24.024/557.105	.00224600
TANNIE JOSEPH CAMARATA 2609 Triton Court Grand Prairie, TX 75052	Royalty 1/24 x 1/6 x 24.024/557.105	.00029950
COMMISSIONER, GENERAL LAND OFFICE 1700 North Congress Ave. Austin, TX 78701	Royalty 1/4 x 63.564/557.105	.02852420
DIANA PERRONE COOK 30 Greenville Road Pittsgrove, NJ 08318	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
BEN COLLETTE, JR. 7854 Salge Houston, TX 77040	Royalty 1/12 x 1/6 x 5.340/557.105 + 1/48 x 1/6 x 5.669/557.105	.00016850

#790

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
JOE C. COLLETTE 13502 Weiman, Lot 39 Houston, TX 77041	Royalty 1/12 x 1/6 x 6.392/557.105	.00015940
JOHN C. COLLETTE 1100 George Rosenburg, TX 77471	Royalty 1/12 x 1/6 x 6.392/557.105	.00015940
JOHNNY L. COLLETTE 10311 Westport Wichita, KS 67212	Royalty 1/48 x 1/6 x 6.392/557.105	.00003980
LUCILLE COLLETTE Rt. 1, Box 556 Hearne, TX 77859	Royalty 1/4 x 1/6 x 11.009/557.105	.00082340
JOE CHARLES COLLETTE 1403 Yokley Rockdale, TX 76567	Royalty 1/8 x 1/6 x 11.009/557.105	.00041170
LUKE A. COLLETTE Rt. 1, Box 559 Hearne, TX 77859	Royalty 1/8 x 1/6 x 11.009/557.105	.00041170
PETER S. C. COLLETTE 1100 George Rosenburg, TX 77471	Royalty 1/12 x 1/6 x 6.392/557.105	.00015940
SARAH MARIE COLLETTE 7850 Salge Houston, TX 77040	Royalty 9/48 x 1/6 x 5.669/557.105	.00031800
VINCENT COLLETTE 3946 Sweetbriar Road Wilmington, NC 28403	Royalty 1/48 x 1/6 x 6.392/557.105	.00003980
JAMES CORTEMELIA and wife, CAROLYN CORTEMELIA 409 W. Davis Hearne, TX 77859	Royalty 3/8 x 1/6 x 30.399/557.105	.00341040
NED CORTEMELIA 221 Wayne Drive Clute, TX 77531	Royalty 1/8 x 30.399/557.105	.00113680
TONY CORTEMELIA, JR. 805 Wheelock Hearne, TX 77859	Royalty 1/8 x 1/6 x 30.399/557.105	.00113680
CARL COTROPIA P. O. Box 407 Hearne, TX 77859	Royalty 1/3 x 3/16 x 90.412/557.105	.01014310
CARLA J. COTROPIA 4712 Post Oak Timber Houston, TX 77056	Royalty 1/6 x 3/16 x 90.412/557.105	.00507150
DON KEITH COTROPIA 14507 Sun Harbor Houston, TX 77062	Royalty 1/6 x 3/16 x 90.412/557.105	.00507150

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
MARY ANN COTROPIA and husband, FRANK COTROPIA 1202 Anderson Hearne, TX 77859	Royalty 3/16 x 102.326/557.105	.03443900
KIMLA K. COTROPIA P. O. Box 407 Hearne, TX 77859	Royalty 1/6 x 3/16 x 90.412/557.105	.00507150
LAWRENCE & ROSALIE COTROPIA FAMILY TRUST ROSALIE S. COTROPIA, Trustee 1716 Laura Lane College Station, TX 77845	Royalty 3/16 x 88.879/557.105	.02991320
CARON A. DAVIS 3564 Boxwood Drive Grapevine, TX 76051	Royalty 1/6 x 3/16 x 90.412/557.105	.00507150
FREDDIE JOE FERRARA, JR. and wife, SUSAN RENEE FERRARA 14306 Walnut Bridge Court Houston, TX 77062	Royalty 1/2 x 3/16 x 6.392/557.105	.00107570
VIOLET H. FRAZIER P. O. Box 2946 Abilene, TX 79604	Royalty 50% x 1/6 x 84.518/557.105	.01264240
LENA ANN FRITCHER 2012 Mirrormere Circle Bryan, TX 77807	Royalty 1/24 x 1/6 x 24.024/557.105	.00029950
W. T. HOOPER 412 W. Phillips Conroe, TX 77301	Non-participating Royalty 15% x 1/16 x 23.658/557.105	.00039810
JD MINERALS c/o E.T.N.B. JD 50 P. O. Drawer 770 Palestine, TX 75802	Royalty 1/12 x 1/6 x 6.392/557.105 + 1/48 x 1/6 x 6.392/557.105	.00019920
LUDWIG KAPSER and WALTRAUT KAPSER Hohenlindnerstasse 35A 85622 Feldkirchen GERMANY	Royalty 1/4 x 1/6 x 11.009/557.105 + 1/4 x 1/6 x 12.972/557.105	.00179360
LINDA KOCH 911 Calvert Street Hearne, TX 77859	Royalty 1/8 x 1/6 x 30.399/557.105	.00113680
JOSEPHINE KOMINCZAK 7711 Log Hollow Drive Houston, TX 77040	Royalty 1/12 x 1/6 x 5.340/557.105 + 1/48 x 1/6 x 5.669/557.105	.00016850
JUDITH MARIE PERRONE McCRADY 1708 Serval College Station, TX 77840	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
LAURA HOOPER MARTIN 901 Longmire #54 Conroe, TX 77304	Non-participating Royalty 15% x 1/16 x 23.658/557.105	.00039810
NIKY LYNN PERRONE MAURO 6100 Ricker Hill Lane Austin, TX 78739	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
FRANCIS MARIE MULLIS 3210 Laclede Ave New Albany, IN 47150	Royalty 1/12 x 1/6 x 6.392/557.105	.00015940
MARC ANTHONY NIGLIAZZO 3920 Wagon Trail Temple, TX 76502	Royalty 3/4 x 1/6 x 12.972/557.105	.00291060
ANDREW CHARLES PERRONE 4302 Newcastle Bryan, TX 77802	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
MICHAEL M. PERRONE, III 5010 Maidstone College Station, TX 77845	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
MIKE M. PERRONE FAMILY TRUST MARY GRACE PERRONE, Trustee 3902 E. 29th St., Apt L-8 Bryan, TX 77802	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
THOMAS GERARD PERRONE 2643 Williams Grant Sugar Land, TX 77479	Royalty 1/8 x (3/16 - 1/16) x 23.658/557.105	.00066350
KAREN COLLETTE RAGSDALE 1207 Lexington Drive Corsicana, TX 75110	Royalty 1/48 x 1/6 x 6.392/557.105	.00003980
LUCY CAMARATA RICHARD 3633 N. 22nd St. Waco, TX 76708 life estate with remainder to MARY LOU LEHDE JOSEPHINE HAVERKAMP	Royalty 1/8 x 1/6 x 24.024/557.105	.00089840
JOE SCARPINATO and wife, FRANCES SCARPINATO 1104 Anderson Hearne, TX 77859	Royalty 1/6 x 18.952/557.105	.00566980
JOE SCARPINATO, JR. and wife, SUSAN SCARPINATO 1207 Anderson Hearne, TX 77859	Royalty 1/8 x 1/6 x 30.399/557.105	.00113680
PETE J. SCARPINATO 1002 Calvert Hearne, TX 77859	Royalty 1/8 x 1/6 x 30.399/557.105	.00113680

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

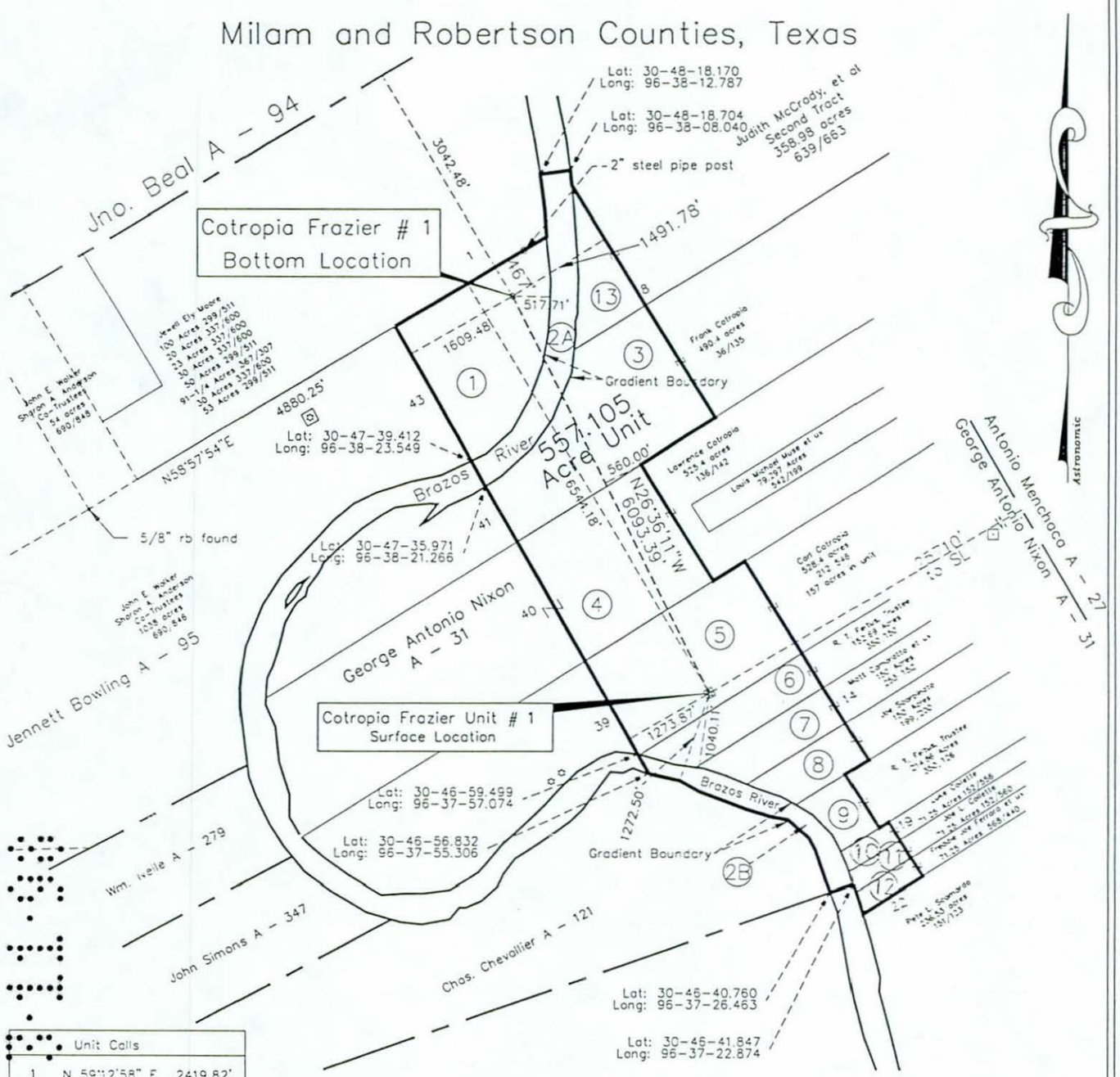
OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
LADY HOOPER SCHAEFER ESTATE TRUST W. H. SCHAEFER, Trustee P. O. Box 2366 Conroe, TX 77305	Non-participating Royalty 50% x 1/16 x 23.658/557.105	.00132710
J. H. SCHAEFER ESTATE TRUST W. H. SCHAEFER, Trustee P. O. Box 2366 Conroe, TX 77305	Non-participating Royalty 20% x 1/16 x 23.658/557.105	.00053080
MARY JANE SMITH 3813 Harland Houston, TX 77092	Royalty 1/12 x 1/6 x 5.340/557.105 + 1/48 x 1/6 x 5.669/557.105	.00016850
JOHN WALKER TRUST JOHN E. WALKER, Tr. 106 Rambling Carthage, TX 75633	Non-participating Royalty 1.125% x 1/6 x 84.518/557.105	.00028450
MELISSA WALKER TRUST JOHN E. WALKER, Trustee 106 Rambling Carthage, TX 75633	Non-participating Royalty 1.125% x 1/6 x 84.518/557.105	.00028450
JOHNNY E. WALKER Separate property 106 Rambling Carthage, TX 75633	Non-participating Royalty 20.1875% x 1/6 x 84.518/557.105	.00510440
JOHNNY E. WALKER 106 Rambling Carthage, TX 75633 for life, with remainder to children of Johnny E. Walker and Sharon Ann Anderson, per stirpes	Non-participating Royalty 3.125% x 1/6 x 84.518/557.105	.00079010
JOHN R. BROSE P. O. Box 50461 Midland, TX 79710	Overriding Royalty .130% x 18.952/557.105	.00004420
ANDREW B. BURLESON 100 W. Louisiana Ave Suite 350 Midland, TX 79701	Overriding Royalty .080% x 18.952/557.105	.00002720
LARRY A. CRESS 8802 Memorial Creek Spring, TX 77379	Overriding Royalty .070% x 18.952/557.105	.00002380
ROBERT L. CRITCHLOW 839 Eaton Dr. Mason, MI 48854	Overriding Royalty .100% x 18.952/557.105	.00003400
GARY L. HAMPTON 11 Nightfall Place The Woodlands, TX 77381	Overriding Royalty .100% x 18.952/557.105	.00003400

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA-FRAZIER UNIT #1
ROBERTSON AND MILAM COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
J. LOGAN IRVIN 4600 Island Dr. Midland, TX 79707	Overriding Royalty .195% x 18.952/557.105	.00006630
KIM D. JONES 6 Desta Dr. Suite 3600 Midland, TX 79705	Overriding Royalty .100% x 18.952/557.105	.00003400
DAVID L. KNAPE 4537 Shady Oak Court Midland, TX 79707	Overriding Royalty .120% x 18.952/557.105	.00004080
L. PAUL LATHAM 6 Desta Dr., Suite 6500 Midland, TX 79705	Overriding Royalty .150% x 18.952/557.105	.00005100
SAMUEL L. LYSSY, JR. 2822 Maxwell Midland, TX 79705	Overriding Royalty .080% x 18.952/557.105	.00002720
THOMAS H. MOORE P. O. Box 51055 Midland, TX 79710-1055	Overriding Royalty .310% x 18.952/557.105	.00010550
KEVIN M. OSBORNE 4807 Ellensburg Dallas, TX 75244	Overriding Royalty .100% x 18.952/557.105	.00003400
BERNARD G. SCOTT 3002 Goddard Place Midland, TX 79705	Overriding Royalty .190% x 18.952/557.105	.00006460
T. M. SHEPHERD 210 Village Circle San Antonio, TX 78232	Overriding Royalty .360% x 18.952/557.105	.00012250
JOHN H. SOWELL, III 7617 Woodhaven St. San Antonio, TX 78209	Overriding Royalty .285% x 18.952/557.105	.00009700
CELIA ZINN 2603 Hughes Midland, TX 79705	Overriding Royalty .130% x 18.952/557.105	.00004420
CLAYTON WILLIAMS ENERGY, INC. 6 Desta Dr., Suite 1100 Midland, TX 79705-5510	Working Interest 1/2 x 5/6 x 6.392/557.105 + 1/2 x 13/16 x 6.392/557.105 + 5/6 x 162.922/557.105 + (5/6 - 2.5%) x 18.952/557.105 + 13/16 x 305.275/557.105 + 3/4 x 63.564/557.105	.81143930
	TOTAL	1.00000000

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	2419.82'
2	N 03°47'28" W	357.30'
3	N 07°23'29" W	465.32'
4	N 09°32'53" W	20.92'
5	N 82°36'31" E	417.47'
6	S 07°24'49" E	67.40'
7	S 05°41'21" E	132.66'
8	S 32°01'06" E	3747.44'
9	S 57°58'54" W	1203.73'
10	S 32°01'06" E	1888.81'
11	N 58°00'14" E	518.64'
12	S 32°01'06" E	1495.45'
13	S 32°01'06" E	554.60'
14	S 32°01'06" E	573.62'
15	S 32°01'06" E	600.23'
16	S 57°57'00" W	375.47'
17	S 32°01'06" E	869.74'
18	N 57°55'28" E	157.17'
19	S 32°01'06" E	293.12'
20	S 32°01'06" E	288.70'
21	S 32°01'06" E	298.25'
22	S 57°37'55" W	968.41'
23	N 16°01'31" W	113.43'
24	N 18°23'57" W	198.86'
25	N 18°23'57" W	113.18'
26	S 70°41'47" W	331.82'
27	N 20°23'02" W	176.41'
28	N 18°42'22" W	439.62'
29	N 28°31'18" W	193.37'
30	N 51°01'14" W	171.98'
31	N 49°10'38" W	210.19'
32	N 80°34'19" W	224.49'
33	N 73°29'08" W	381.30'
34	N 70°04'04" W	474.40'
35	N 69°35'11" W	212.46'
36	N 60°21'22" W	304.24'
37	N 77°23'19" W	441.52'
38	N 29°45'38" W	310.45'
39	N 29°45'38" W	1474.98'
40	N 29°45'38" W	1889.47'
41	N 29°45'38" W	881.53'
42	N 29°45'38" W	400.59'
43	N 29°45'38" W	2117.09'

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S19°W from Hearne, Robertson County, Texas.
   Latitude 30°47'45"North
   Longitude 96°38'49" West
   Elevation 260 above MSL (scaled)
   USGS "Hearne South" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	84.518
2A	State of Texas	2-07885	744/271	40.802
	Oil and Gas Lease No. M-97710			
2B	State of Texas	2-07885	744/271	22.762
3	Frank Cotropia, et ux	2-07357	136/135	102.326
4	Rosalie Cotropia, Trustee	2-07377	136/142	88.879
5	Carl Cotropia, et ux	2-07358	212/546	90.412
6	Joe Cortemelia et al	2-06915A-C	350/150	30.399
7	Annie Camaratto et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	23.658
	Unit Total			557.105

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	557.105 Acre Unit

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk: G	Revised: 11-9-97	Rev. # 5F	Dwg # 971488	W.O. # 971488

34002

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

VOL. 766 PAGE 329
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 628.089 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

Document 0980463 Volm 702 Page 110

VOL. 766 PAGE 330
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:
Laura Verette

Document 0980463 Volm 702 Page 111

VOL. 766 PAGE 331
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

Accepted for Filing in:
Robertson County, Texas

On: Jan 20,1998 at 11:09A

By,
Carol Bancroft

Document 0980463 Volm 702 Page 112

VOL. 766 PAGE 332
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "A"

(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Frazier Unit #1)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the Jennett Bowing Survey, A-95, Milam County, Texas, all of said103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.033 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 103.033 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia, etux, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 89.422 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 89.422 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 188.881 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 188.881 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 143.427 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 143.427 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

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EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

FRAZIER UNIT #1

UNIT DESCRIPTION

BEING 628.089 acres of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 103.326 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2: 103.033 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 89.422 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 188.881 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 143.427 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **628.089 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 44 min. 01 sec. East 2540 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East 2340.29 feet** to a point for the North corner hereof, said point bears South 59 deg. 12 min. 58 sec. West 2059.80 feet from a 2" steel pipe post found for a reference hereof;

THENCE across said Frazier 1038 acre tract **South 29 deg. 45 min. 38 sec. East 2117.09 feet** to a point in the North gradient boundary line of the Brazos River, the South line of said Frazier 1038 acre tract; Said point having a position of Lat. = 30 deg. 47 min. 39.412 sec. North and Long. = 96 deg. 38 min. 23.549 sec. West NAD 83.

THENCE across said Brazos River **South 29 deg. 45 min. 38 sec. East 400.59 feet** to a point in the South gradient boundary line of the Brazos River, the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract **South 29 deg. 45 min. 38 sec. East 881.53 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract for a reference hereof and South 57 deg. 58 min. 54 sec. West - 1022.53 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre tract for reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 29 deg. 45 min. 38 sec. East 1889.47 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract, said point bears South 58 deg. 00 min. 14 sec. West - 10194.56 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 525.4 acre tract for reference hereof;

VOL. 766 PAGE 334
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0980463 Volm 702 Page 114

THENCE across said Cotropia 528.4 acre tract **South 29 deg. 45 min. 38 sec. East 1474.98 feet** to a point in the North gradient boundary line of the Brazos River;

THENCE across the Brazos River **South 29 deg. 45 min. 38 sec. East 310.45 feet** to a point in the South gradient boundary line of the Brazos River for the East corner hereof;

THENCE with the meanders of the North, West, and South gradient boundary line of the Brazos River as follows:

North 77 deg. 23 min. 19 sec. West 59.81 feet to a point;
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point;
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point;
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point;
South 35 deg. 58 min. 09 sec. West 629.26 feet to a point;
South 46 deg. 13 min. 18 sec. West 248.49 feet to a point;
South 52 deg. 56 min. 49 sec. West 171.55 feet to a point;
South 55 deg. 51 min. 03 sec. West 413.89 feet to a point;
South 57 deg. 03 min. 56 sec. West 332.57 feet to a point;
South 36 deg. 57 min. 16 sec. West 262.61 feet to a point;
South 25 deg. 17 min. 10 sec. West 192.68 feet to a point;
South 48 deg. 22 min. 47 sec. West 290.26 feet to a point;
South 67 deg. 32 min. 32 sec. West 246.59 feet to a point;
North 87 deg. 05 min. 24 sec. West 81.10 feet to a point;
South 39 deg. 11 min. 35 sec. West 211.08 feet to a point;
South 79 deg. 45 min. 46 sec. West 390.91 feet to a point;
North 84 deg. 09 min. 47 sec. West 285.99 feet to a point;
North 73 deg. 48 min. 45 sec. West 497.20 feet to a point;
North 59 deg. 42 min. 48 sec. West 587.64 feet to a point;
North 53 deg. 47 min. 20 sec. West 429.98 feet to a point;
North 39 deg. 04 min. 40 sec. West 452.84 feet to a point;
North 33 deg. 07 min. 02 sec. West 341.38 feet to a point;
North 25 deg. 45 min. 44 sec. West 450.18 feet to a point;
North 20 deg. 15 min. 41 sec. West 275.44 feet to a point;
North 06 deg. 59 min. 46 sec. West 950.00 feet to a point;
North 00 deg. 44 min. 23 sec. West 291.94 feet to a point;
North 05 deg. 18 min. 30 sec. East 249.11 feet to a point;
North 09 deg. 26 min. 53 sec. East 319.89 feet to a point;
North 22 deg. 03 min. 47 sec. East 616.42 feet to a point;
North 31 deg. 55 min. 57 sec. East 266.80 feet to a point;
North 32 deg. 14 min. 47 sec. East 213.45 feet to a point;
North 43 deg. 00 min. 45 sec. East 589.41 feet to a point;
North 43 deg. 16 min. 22 sec. East 157.36 feet to a point for an interior corner hereof;

THENCE across said Frazier 1038 acre tract **North 29 deg. 59 min. 23 sec. West 1934.39 feet** to the **PLACE OF BEGINNING** and containing **650.851 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-16-97

Document 0980463 Volm 702 Page 115

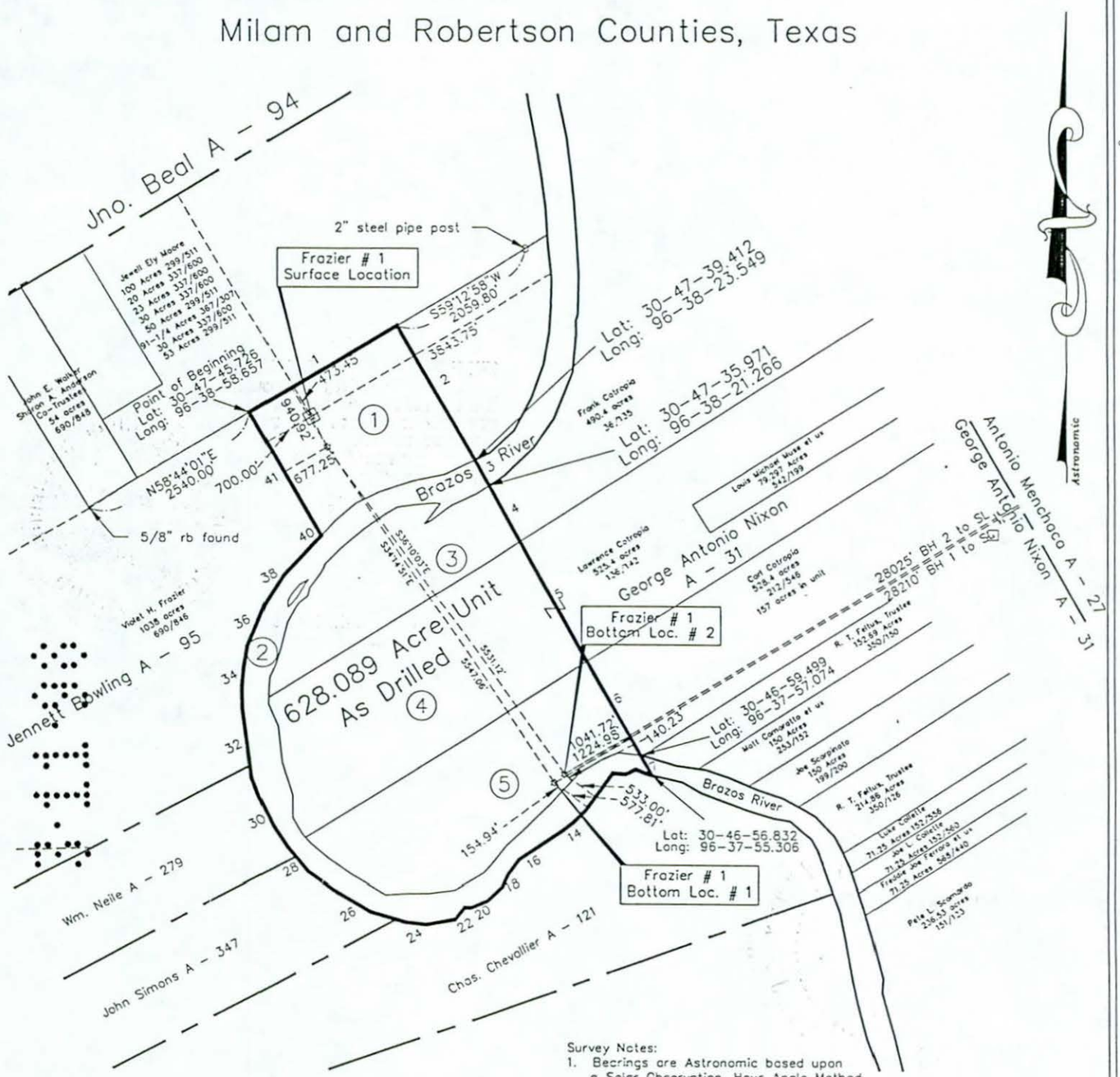
VOL. 766 PAGE 335
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

G:\dwgs\138\971386

Official Public Records

EXHIBIT "C"

Milam and Robertson Counties, Texas



Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas.
   Latitude 30°47'45" North
   Longitude 96°38'49" West
   Elevation 265 above MSL (scaled)
   USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

Unit Calls		
1	N 59°12'58" E	2340.29'
2	S 29°45'38" E	2117.09'
3	S 29°45'38" E	400.59'
4	S 29°45'38" E	881.53'
5	S 29°45'38" E	1889.47'
6	S 29°45'38" E	1474.98'
7	S 29°45'38" E	310.45'
8	N 77°23'19" W	59.81'
9	N 68°56'35" W	177.00'
10	S 64°09'10" W	154.03'
11	N 85°13'27" W	174.98'
12	S 35°58'09" W	629.26'
13	S 46°13'18" W	248.49'
14	S 52°56'49" W	171.55'
15	S 55°51'03" W	413.89'
16	S 57°03'56" W	332.57'
17	S 36°57'16" W	262.61'
18	S 25°17'10" W	192.68'
19	S 48°22'47" W	290.26'
20	S 67°32'32" W	246.59'
21	N 87°05'24" W	81.10'
22	S 39°11'35" W	211.08'
23	S 79°45'46" W	390.91'
24	N 84°09'47" W	285.99'
25	N 73°48'45" W	497.20'
26	N 59°42'48" W	587.64'
27	N 53°47'20" W	429.98'
28	N 39°04'40" W	452.84'
29	N 33°07'02" W	341.38'
30	N 25°45'44" W	450.18'
31	N 20°15'41" W	275.44'
32	N 06°59'46" W	950.00'
33	N 00°44'23" W	291.94'
34	N 05°18'30" E	249.11'
35	N 09°26'53" E	319.89'
36	N 22°03'47" E	616.42'
37	N 31°55'57" E	266.80'
38	N 32°14'47" E	213.45'
39	N 43°00'45" E	589.41'
40	N 43°16'22" E	157.36'
41	N 29°59'23" W	1934.39'

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	103.326 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	103.033 acres
3	Frank Cotropia, et ux	2-07357	136/135	89.422 acres
4	Rosalie Cotropia, Trustee	2-07377	136/142	188.881 acres
5	Carl Cotropia, et ux	2-07358	212/546	143.427 acres
	Unit Total			628.089

Document 0980463 Volm 702 Page 116

Staked in March 1997.

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

William E. Weiser
Professional Land Surveyor
Number 4428

VOL. 766 PAGE 336
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Clayton Williams Energy, Inc. | Frazier Unit # 1 | 628.089 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: G | Revised: 10-16-97 | Rev. # 5C | Dwg # 971386 | W.O. # 971386

STATE OF TEXAS COUNTY OF ROBERTSON
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:
Robertson County, Texas
as stamped hereon by me.

Jan 20, 1998

Kathryn M. Brimhall, County Clerk
Robertson County, Texas

CLERK'S NOTICE: 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.

FILED
AT 8 O'CLOCK A M
ON THE 16 DAY OF Feb
A.D., 19 98.

La Verne Soefje
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Joan Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

La Verne Soefje
County Clerk, Milam County, Texas
VOL. 766 PAGE 329
RECORDED 2-16-98 @ 5:00 PM
BY Joan Pratt DEPUTY

JOAN PRATT

VOL. 766 PAGE 337
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CW ENERGY INC

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 628.089 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:
Laura Veretto

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a Delaware corporation, on behalf of said corporation.

Margarita L. Rowley
Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

Accepted for Filing in:
Robertson County, Texas

On: Jan 20,1998 at 11:09A

By,
Carol Bancroft

Document 0980463 Volm 702 Page 112

EXHIBIT "A"

(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Frazier Unit #1)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the Jennett Bowing Survey, A-95, Milam County, Texas, all of said103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.033 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 103.033 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia, etux, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 89.422 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 89.422 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 188.881 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 188.881 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 143.427 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 143.427 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

FRAZIER UNIT #1

UNIT DESCRIPTION

BEING **628.089** acres of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: **103.326 acres** being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2: **103.033 acres** being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: **89.422 acres** being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: **188.881 acres** being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: **143.427 acres** being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **628.089 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 44 min. 01 sec. East 2540 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East 2340.29 feet** to a point for the North corner hereof, said point bears South 59 deg. 12 min. 58 sec. West 2059.80 feet from a 2" steel pipe post found for a reference hereof;

THENCE across said Frazier 1038 acre tract **South 29 deg. 45 min. 38 sec. East 2117.09 feet** to a point in the North gradient boundary line of the Brazos River, the South line of said Frazier 1038 acre tract; Said point having a position of Lat. = 30 deg. 47 min. 39.412 sec. North and Long. = 96 deg. 38 min. 23.549 sec. West NAD 83.

THENCE across said Brazos River **South 29 deg. 45 min. 38 sec. East 400.59 feet** to a point in the South gradient boundary line of the Brazos River, the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract **South 29 deg. 45 min. 38 sec. East 881.53 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract for a reference hereof and South 57 deg. 58 min. 54 sec. West - 1022.53 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre tract for reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 29 deg. 45 min. 38 sec. East 1889.47 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract, said point bears South 58 deg. 00 min. 14 sec. West - 10194.56 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 525.4 acre tract for reference hereof;

THENCE across said Cotropia 528.4 acre tract **South 29 deg. 45 min. 38 sec. East 1474.98 feet** to a point in the North gradient boundary line of the Brazos River;

THENCE across the Brazos River **South 29 deg. 45 min. 38 sec. East 310.45 feet** to a point in the South gradient boundary line of the Brazos River for the East corner hereof;

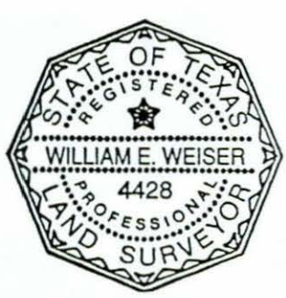
THENCE with the meanders of the North, West, and South gradient boundary line of the Brazos River as follows:

North 77 deg. 23 min. 19 sec. West 59.81 feet to a point;
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point;
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point;
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point;
South 35 deg. 58 min. 09 sec. West 629.26 feet to a point;
South 46 deg. 13 min. 18 sec. West 248.49 feet to a point;
South 52 deg. 56 min. 49 sec. West 171.55 feet to a point;
South 55 deg. 51 min. 03 sec. West 413.89 feet to a point;
South 57 deg. 03 min. 56 sec. West 332.57 feet to a point;
South 36 deg. 57 min. 16 sec. West 262.61 feet to a point;
South 25 deg. 17 min. 10 sec. West 192.68 feet to a point;
South 48 deg. 22 min. 47 sec. West 290.26 feet to a point;
South 67 deg. 32 min. 32 sec. West 246.59 feet to a point;
North 87 deg. 05 min. 24 sec. West 81.10 feet to a point;
South 39 deg. 11 min. 35 sec. West 211.08 feet to a point;
South 79 deg. 45 min. 46 sec. West 390.91 feet to a point;
North 84 deg. 09 min. 47 sec. West 285.99 feet to a point;
North 73 deg. 48 min. 45 sec. West 497.20 feet to a point;
North 59 deg. 42 min. 48 sec. West 587.64 feet to a point;
North 53 deg. 47 min. 20 sec. West 429.98 feet to a point;
North 39 deg. 04 min. 40 sec. West 452.84 feet to a point;
North 33 deg. 07 min. 02 sec. West 341.38 feet to a point;
North 25 deg. 45 min. 44 sec. West 450.18 feet to a point;
North 20 deg. 15 min. 41 sec. West 275.44 feet to a point;
North 06 deg. 59 min. 46 sec. West 950.00 feet to a point;
North 00 deg. 44 min. 23 sec. West 291.94 feet to a point;
North 05 deg. 18 min. 30 sec. East 249.11 feet to a point;
North 09 deg. 26 min. 53 sec. East 319.89 feet to a point;
North 22 deg. 03 min. 47 sec. East 616.42 feet to a point;
North 31 deg. 55 min. 57 sec. East 266.80 feet to a point;
North 32 deg. 14 min. 47 sec. East 213.45 feet to a point;
North 43 deg. 00 min. 45 sec. East 589.41 feet to a point;
North 43 deg. 16 min. 22 sec. East 157.36 feet to a point for an interior corner hereof;

THENCE across said Frazier 1038 acre tract **North 29 deg. 59 min. 23 sec. West 1934.39 feet** to the **PLACE OF BEGINNING** and containing **650.851 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

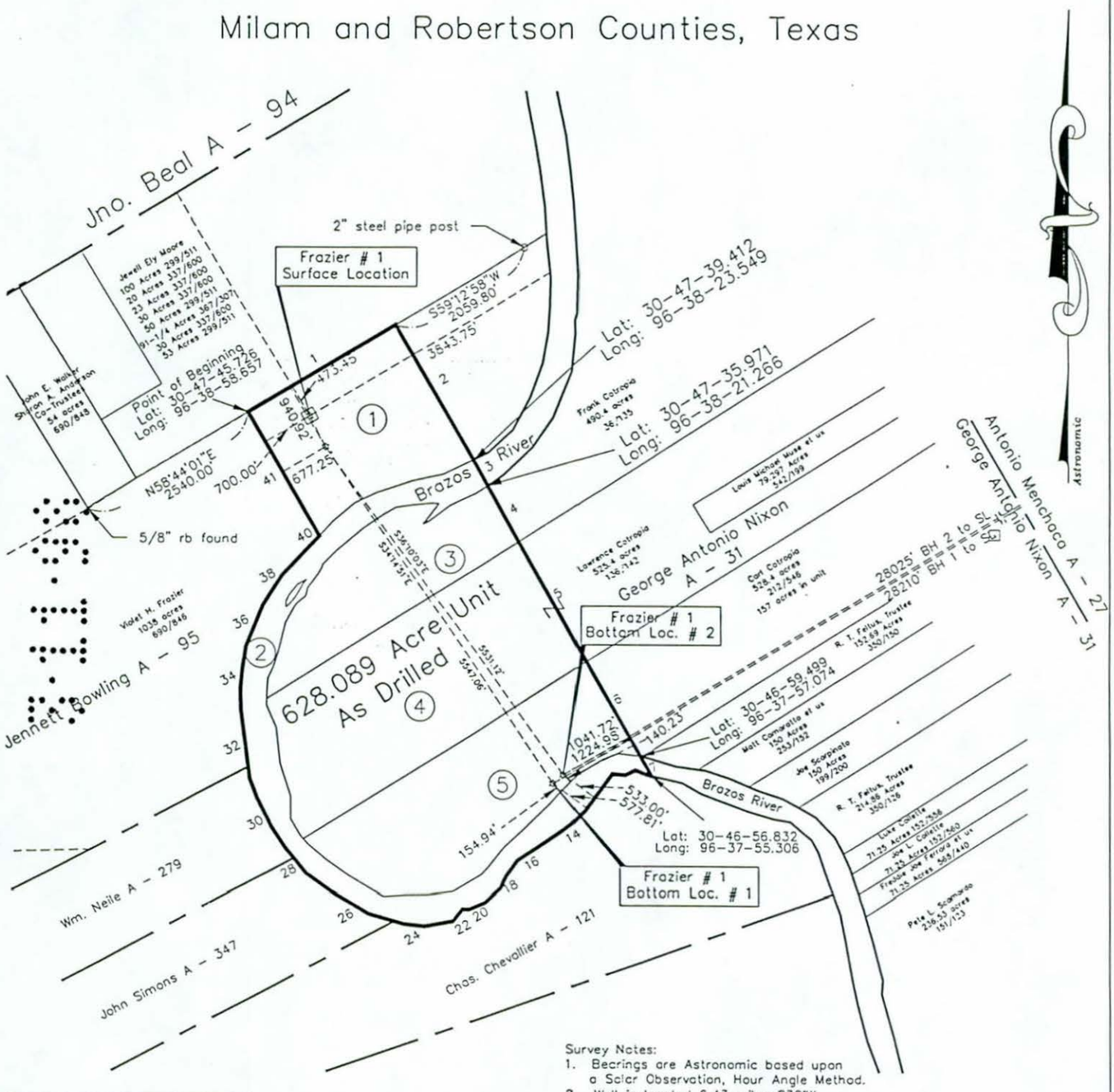
I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.



William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-16-97

EXHIBIT "C"

Milam and Robertson Counties, Texas



Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas.
   Latitude 30°47'45" North
   Longitude 96°38'49" West
   Elevation 265 above MSL (scaled)
   USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

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2	S 29°45'38" E	2117.09'
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Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	103.326 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	103.033 acres
3	Frank Cotropia, et ux	2-07357	136/135	89.422 acres
4	Rosalie Cotropia, Trustee	2-07377	136/142	188.881 acres
5	Carl Cotropia, et ux	2-07358	212/546	143.427 acres
	Unit Total			628.089

Document 0980463 Volm 702 Page 116

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier Unit # 1	628.089 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk: G	Revised: 10-16-97	Rev. # 5C	Dwg # 971386	W.O. # 971386

STATE OF TEXAS COUNTY OF ROBERTSON

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:

Robertson County, Texas

as stamped hereon by me.

Jan 20, 1998

Kathryn M. Brimhall, County Clerk
Robertson County, Texas

File No. ME-9710

D.O.

Date Filed: 7/30/98

Jerry E. Patterson, Commissioner

By

M-9710 (10)
D.O.
7.30 98

3.11.98

Texas General Land Office
Garry Mauro, Commissioner

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

July 30, 1998

CLAYTON WILLIAMS ENERGY INC
6 DESTA DRIVE STE 3000
MIDLAND TX 79705

Re: State Lease No. M-97710
FRAZIER UNIT #1

Dear Ms. McLain:

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) 475-2624.

Sincerely,

Frances Vaughn

Frances Vaughn
Accounts Examiner
Royalty and Revenue Processing
Energy Resources

Enclosures

Printed on recycled paper with soybean ink

M-97710 Robin 3/26/98

YOU MAY KEEP THIS COPY FOR YOUR FILES

CLAYTON WILLIAMS ENERGY, INC.

March 5, 1998

Dear Interest Owner:

Enclosed please find a DIVISION ORDER on the following:

Frazier Unit #1

which is operated by **Clayton Williams Energy, Inc.**

Payment made in accordance with the interests as set out in the DIVISION ORDER will be expedited and further correspondence reduced if you will follow the instructions set forth below:

1. Sign your name as shown on the DIVISION ORDER and have your signature witnessed by a disinterested party.

2. Acknowledge your mailing address. If different than shown on the Exhibit, indicate correction.

3. Include the proper Social Security Number or Tax Identification, whichever applies.

4. Signatures by Agents, Attorneys-in-Fact, or Guardians other than the named interest owner must be verified by attaching evidence of the rights vested in the signatory party.

5. Where one member of a partnership signs, evidence of his rights to do so must be furnished, along with the Social Security number applicable.

6. For Corporations: The DIVISION ORDER must be executed and attested by authorized officials of the company, and the corporation tax I.D. number included.

One fully executed copy of the attached DIVISION ORDER should be returned to the attention of the undersigned at the address shown above. The other copy is for your records.

If there are any questions regarding the above instructions or the attached DIVISION ORDER, please contact the undersigned.

Yours very truly,

Pat L. McLain

Pat L. McLain (Ms.)
Land Specialist

plm
Enclosures

CLAYDESTA CENTER SIX DESTA DRIVE SUITE 3000 MIDLAND, TEXAS 79705 915/682-6324 FAX 915/688-3225

#789

OIL AND GAS
DIVISION ORDER

To: CLAYTON WILLIAMS ENERGY, INC.
(Hereinafter called "PURCHASER")
6 Desta Drive, Suite 3000
Midland, TX 79705

Division Order No. 29258 001

Date March 5, 1998

EFFECTIVE First Sales: Oil: 6-14-97
Gas: 10-10-97

The undersigned, and each of us, as Owners, guarantee and warrant that we are the legal owners, in the proportions set out below, of all the oil and gas (the term "gas" including, without limitation, gas well gas, casinghead gas, and condensate, natural gas liquids, and all other constituent elements of the raw gas stream) produced, or all of the proceeds thereof, from the

Clayton Williams Energy, Inc., Frazier Unit #1

located in Milam and Robertson Counties ~~County~~, State of Texas, described as:

628.089-acre unit out of the Jeaeatte Bowen Survey, (also called Jennett Bowling Survey), A-95, Milam County, Texas and the George Antonio Nixon Survey, A-31, Robertson County, Texas, more fully described in Pooling Agreement recorded in Vol. 702, Page 109, Oficial Public Records, Robertson County, Texas and in Vol. 766, Page 329, Official Records, Milam County, Texas, consisting of five oil and gas leases. (See Exhibit "B" for plat of unit.)

and commencing on date of first production/or last settlement and until 30-day advance written notice from the undersigned, you are authorized to receive and give credit for all oil and gas received from said property, or the proceeds therefrom, as may be applicable as per directions below:

CREDIT TO	DIVISION OF INTEREST	ADDRESS
	See attached Exhibit "A"	

FIRST: It is agreed that payments will be made monthly based on the division of interest as set out herein, except payments of less than One Hundred Dollars ($100.00) may be accrued before disbursement (without payment of interest) until the total amount equals at least $100.00 or until December of each year, whichever occurs first.

SECOND: The purpose of this division order is to set out the ownership of the property described herein and in no way diminishes or enlarges either parties' obligations under the oil and gas lease(s) attributable thereto, or amend the terms thereof.

THIRD: The owner agrees to notify Purchaser in writing of any change in the division of interest. No change of interest is binding on Purchaser until the recorded copy of the instrument of change is furnished to Purchaser 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 Purchaser.

WITNESS	SIGNATURE OF INTEREST OWNER	Social Security Tax Account No.
	COMMISSIONER, GENERAL LAND OFFICE	

Interest Owner Address: _____

_____

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT #1
MILAM AND ROBERTSON COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

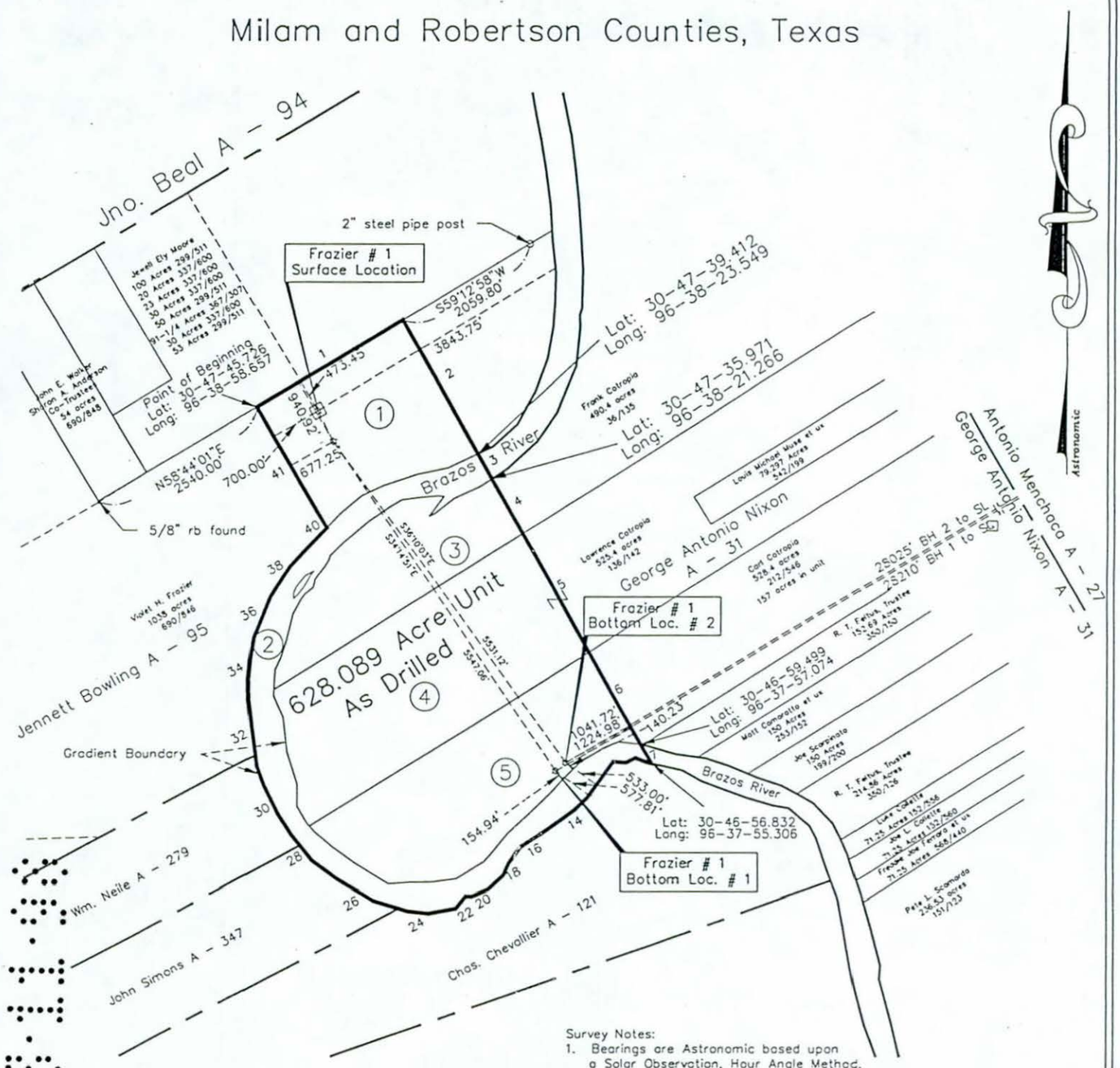
OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
SHARON ANN ANDERSON separate property 302 Easy Street Livingston, TX 77351	Non-participating Royalty 20.1875% x 1/6 x 103.326/628.089	.00553500
AMANDA ANDERSON TRUST c/o SHARON A. ANDERSON, Tr. 302 Easy Street Livingston, TX 77351	Non-participating Royalty 1.125% x 1/6 x 103.326/628.089	.00030850
SHARON ANN ANDERSON 302 Easy Street Livingston, TX 77351 for life, with remainder to the children of Johnny E. Walker and Sharon Ann Anderson, per stirpes	Non-participating Royalty 3.125% x 1/6 x 103.326/628.089	.00085680
COMMISSIONER, GENERAL LAND OFFICE 200 East 12th St. Austin, TX 78711	Royalty 1/4 x 103.033/628.089	.04101050
CARL COTROPIA P. O. Box 407 Hearne, TX 77859	Royalty 1/3 x 3/16 x 143.427/628.089	.01427210
CARLA J. COTROPIA 4712 Post Oak Timber Houston, TX 77056	Royalty 1/6 x 3/16 x 143.427/628.089	.00713610
DON KEITH COTROPIA 14507 Sun Harbor Houston, TX 77062	Royalty 1/6 x 3/16 x 143.427/628.089	.00713610
KIMLA K. COTROPIA P. O. Box 407 Hearne, TX 77859	Royalty 1/6 x 3/16 x 143.427/628.089	.00713610
MARY ANN COTROPIA and husband, FRANK COTROPIA 1202 Anderson Hearne, TX 77859	Royalty 3/16 x 89.422/628.089	.02669470
LAWRENCE & ROSALIE COTROPIA FAMILY TRUST ROSALIE S. COTROPIA, Tr. 1716 Laura Lane College Station, TX 77845	Royalty 3/16 x 188.881/628.089	.05638560
CARON A. DAVIS 3564 Boxwood Drive Grapevine, TX 76051	Royalty 1/6 x 3/16 x 143.427/628.089	.00713610
VIOLET H. FRAZIER P. O. Box 2496 Abilene, TX 79604	Royalty 50% x 1/6 x 103.326/628.089	.01370900

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT #1
MILAM AND ROBERTSON COUNTIES, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
JOHN WALKER TRUST c/o JOHN E. WALKER, Tr. 106 Rambling Carthage, TX 75633	Non-participating Royalty 1.125% x 1/6 x 103.326/628.089	.00030850
MELISSA WALKER TRUST c/o JOHN E. WALKER, Tr. 106 Rambling Carthage, TX 75633	Non-participating Royalty 1.1252% x 1/6 x 103.326/628.089	.00030850
JOHNNY E. WALKER separate property 106 Rambling Carthage, TX 75633	Non-participating Royalty 20.1875% x 1/6 x 103.326/628.089	.00553500
JOHNNY E. WALKER 106 Rambling Carthage, TX 75633 for life, with remainder to the children of Johnny E. Walker and Sharon Ann Anderson, per stirpes	Non-participating Royalty 3.125% x 1/6 x 103.326/628.089	.00085680
CLAYTON WILLIAMS ENERGY, INC. 6 Desta Dr., Suite 1100 Midland, TX 79705-5510	Working Interest 5/6 x 103.326/628.089 + 3/4 x 103.033/628.089 + 13/16 x 421.730/628.089	.80567460
	TOTAL	1.00000000

Milam and Robertson Counties, Texas



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2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas.
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	Unit Total			628.089

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier Unit # 1	628.089 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk: G	Revised: 11-9-97	Rev. # 50	Dwg # 971386	W.O. # 971386

34001

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA - FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 557.105 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

Document 0980462 Volm 702 Page 97

VOL. 766 PAGE 316
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:
Laura Verette

Document 0980462 Volm 702 Page 98

VOL. 766 PAGE 317
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a DELAWARE corporation, on behalf of said corporation.

Margarita L. Rowley
Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

Accepted for Filing in:
Robertson County, Texas

On: Jan 20,1998 at 11:09A

By,
Carol Bancroft

Document 0980462 Volm 702 Page 99

VOL. 766 PAGE 318
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "A"

(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Cotropia-Frazier Unit #1)

LEASE #1: Oil and Gas Lease dated September 06, 1994 from Marie Roper, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 627, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06965-A)

LEASE #2: Oil and Gas Lease dated September 06, 1994 from Karen Collette Ragsdale, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 630, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-B)

LEASE #3: Oil and Gas Lease dated September 06, 1994 from Joe C. Collette, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 531, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-C)

LEASE #4: Oil and Gas Lease dated September 19, 1994 from Frances Nealms Mullis, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 622, Page 583, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-D)

LEASE #5: Oil and Gas Lease dated September 06, 1994 from Johnny Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 642, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-E)

LEASE #6: Oil and Gas Lease dated September 06, 1994 from Vincent Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 624, Page 090, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-F)

LEASE #7: Oil and Gas Lease dated September 08, 1994 from Pete Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 623, Page 048, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-G)

VOL. 766 PAGE 319
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

LEASE #8: Oil and Gas Lease dated February 14, 1995 from Freddie Joe Ferrara & Suzanne Renee Ferrara, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 630, Page 573 Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-H)

LEASE #9: Oil and Gas Lease dated July 21, 1994 from Lucille Collette, a single woman, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 261, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06914A)

LEASE #10: Oil and Gas Lease dated July 21, 1994 from Rena M. Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 258, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-B)

LEASE #11: Oil and Gas Lease dated July 22, 1994 from Sarah Marie Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 223, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-C)

LEASE #12: Oil and Gas Lease dated July 22, 1994 from Ludwig Kapser, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 104, Official Records, Robertson County, Texas, covering 434.28 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06967-A)

LEASE #13: Oil and Gas Lease dated July 20, 1994 from Marc Anthony Nigliazzo, Attorney-in-Fact for Salvatora Fazzio Nigliazzo, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 226, Official Records, Robertson County, Texas, covering 214.86 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 12.972 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 12.972 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06917)

LEASE #14: Oil and Gas Lease dated July 08, 1990 from Joe Scarpinato, etux, Frances Scarpinato, as Lessor, to Clay Pollard, as Lessee, recorded in Volume 558, Page 277, Official Records, Robertson County, Texas, covering 614.16 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 18.952 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 18.952 acres, as more particularly described in the attached Exhibit "B" , being included in this unit. (Lease #2-05767)

LEASE #15: Oil and Gas Lease dated July 19, 1994 from James Cortemelia, etux, Carolyn Cortemelia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas,

VOL. 766 PAGE 320
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

all of said 30.399 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06915-A)

LEASE #16: Oil and Gas Lease dated July 26, 1994 from Tony Cortemelia, Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-B)

LEASE #17: Oil and Gas Lease dated July 25, 1994 from Joe Scarpinato,Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-C)

LEASE #18: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, etux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 90.412 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 90.412 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

LEASE #19: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 88.879 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 88.879 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #20: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, etux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #21: Oil and Gas Lease dated January 7, 1997, from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam Co., Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 63.564 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 63.564 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #22: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.658 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.658 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

LEASE #23: Oil and Gas Lease dated October 2, 1995, from Violet H. Frazier, as Lessor, to Union Pacific Resources Co., as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 84.518 acres out of the lands described therein, located in the Jennett Bowing A-95, Milam, Texas, all of said 84.518 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #24: Oil and Gas Lease dated July 18, 1994, from Annie Camarata, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 30, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-A)

LEASE #25: Oil and Gas Lease dated August 12, 1994 from Annie Camarata, a widow, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 17, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-B)

LEASE #26: Oil and Gas Lease dated August 12, 1994, from Lucy Camarata Richard, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 20, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-C)

LEASE #27: Oil and Gas Lease dated August 16, 1994, from Lena Ann Fritcher, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 23, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-D)

LEASE #28: Oil and Gas Lease dated August 12, 1994, from Tannie Joseph Camarata, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 516 Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-E)

LEASE #29: Oil and Gas Lease dated August 16, 1994, from Josie Marie Burns, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 620, Page 11, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-F)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1

UNIT DESCRIPTION

BEING **557.105** acres of land, a part of the Jennett Bowling Survey, Abstract 95, Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 84.518 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 40.802 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 22.762 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 102.326 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 88.879 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 90.412 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

2

Tract 6: 30.399 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Tract 7: 24.024 acres being a part of a 150 acre tract conveyed to Matt Camaratto et ux by deed recorded in volume 253, page 152 of the Deed Records of Robertson County, Texas;

Tract 8: 18.952 acres being a part of a 150 acre tract conveyed to Joe Scarpinato by deed recorded in volume 199, page 200 of the Deed Records of Robertson County, Texas;

Tract 9: 12.972 acres being a part of a 214.86 acre tract conveyed to R. T. Feltus, Trustee, by deed recorded in volume 350, page 126 of the Deed Records of Robertson County, Texas;

Tract 10: 5.340 acres being a part of a 71.25 acre tract conveyed to Luke Collette by deed recorded in volume 152, page 556 of the Deed Records of Robertson County, Texas;

Tract 11: 5.669 acres being a part of a 71.25 acre tract conveyed to Joe L. Collette by deed recorded in volume 152, page 560 of the Deed Records of Robertson County, Texas;

Tract 12: 6.392 acres being a part of a 71.25 acre tract conveyed to Freddie Joe Ferrara, Jr. et ux by deed recorded in volume 568, page 440 of the Deed Records of Robertson County, Texas;

Tract 13: 23.658 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

VOL. 766 PAGE 323
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0980462 Volm 702 Page 104

Said **557.105 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 57 min. 54 sec. East 4880.25 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to John E. Walker and Sharon A. Anderson Co-Trustees by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East**, at 2059.80 feet passing a 2" steel pipe post found for a reference hereof, in all a total distance of **2419.82 feet** to a point in the West gradient boundary of the Brazos River, for an interior corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as follows:

North 03 deg. 47 min. 28 sec. West 357.30 feet to a point,
North 07 deg. 23 min. 29 sec. West 465.32 feet to a point,
North 09 deg. 32 min. 53 sec. West 20.92 feet to a point for the most Northerly West corner hereof;

THENCE across said Brazos River **North 82 deg. 36 min. 31 sec. East 417.47** feet to a point on the East gradient boundary of the Brazos River, the West line of said McCrady 358.98 acre tract, for the North corner hereof;

THENCE with the East gradient boundary of the Brazos River and the West line of said McCrady 358.98 acre tract **South 07 deg. 24 min. 49 sec. East 67.40 feet** to a point for an angle point hereof, **South 05 deg. 41 min. 21 sec. East 132.66 feet** to a point for an interior corner hereof;

THENCE across said McCrady 358.98 acre tract **South 32 deg. 01 min. 06 sec. East 1929.00 feet** to a point in the Southeast line of said McCrady 358.98 acre tract, the Northwest line of said Frank Cotropia 490.4 acre tract; Said point bears South 58 deg. 16 min. 10 sec. West - 5225.12 feet from a 1/2 inch iron rod found for the East corner of said 358.98 acre tract for reference hereof; Said point bears South 57 deg. 58 min. 54 sec. West -8897.86 feet from a cross tie corner post found for the North corner of said 529.3 acre Cotropia tract, the East corner of said 490.4 acre Cotropia tract and reference hereof;

THENCE across said Cotropia 490.4 acre tract **South 32 deg. 01 min. 06 sec. East - 1818.44 feet** to a point in the Southeast line of said 490.4 acre tract for an East corner hereof; Said point bears South 57 deg. 58 min. 54 sec. West - 7007.86 feet from a 5/8 inch iron rod found at the intersection of the Northeast margin of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre Cotropia tract for reference hereof;

THENCE with the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract **South 57 deg. 58 min. 54 sec. West 1203.73 feet** to a point for an interior corner hereof, said point bears North 57 deg. 58 min. 24 sec. East 2078.01 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 01 min. 06 sec. East 1888.81 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract **North 58 deg. 00 min. 14 sec. East 518.64 feet** to a point for a Northerly East corner hereof, said point bears South 51 deg. 58 min. 35 sec. East 639.56 feet from a 6 inch steel pipe post found for the South corner of a 79.297 acre tract conveyed to Louis Michael Muse, et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 01 min. 06 sec. East 1495.45 feet** to a point in the Northwest line of said Feltus 152.69 acre tract, the Southeast line of said Cotropia 528.4 acre tract; said point bears South 57 deg. 58 min. 07 sec. West - 9552.32 feet from a cross tie corner post found for the North corner of said 152.69 acre Feltus tract and reference hereof;

THENCE across said Feltus 152.69 acre tract **South 32 deg. 01 min. 06 sec. East**

554.60 feet to a point in the Northwest line of said Camaratto 150 acre tract, the Southeast line of said Feltus 152.69 acre tract; said point bears South 57 deg. 58 min. 14 sec. West - 9552.23 feet from a 1/2 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Camaratto 150 acre tract **South 32 deg. 01 min. 06 sec. East 573.62 feet** to a point in the Northwest line of said Scarpinato 150 acre tract, the Southeast line of said Camaratto 150 acre tract; said point bears South 57 deg. 56 min. 58 sec. West - 9552.01 feet from a 3/4 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Scarpinato 150 acre tract **South 32 deg. 01 min. 06 sec. East 600.23 feet** to a point in the Northwest line of said Feltus 214.86 acre tract, the Southeast line of said Scarpinato 150 acre tract, for an East corner hereof; said point bears South 57 deg. 57 min. 00 sec. West - 7511.60 feet from a 1/2 inch iron rod found at the intersection of the Northwest line of said 214.86 acre Feltus tract and the Northeast margin of Union Pacific Railroad 100 foot wide right of way for reference hereof;

THENCE with the Southeast line of said Scarpinato 150 acre tract, the Northwest line of said Feltus 214.86 acre tract **South 57 deg. 57 min. 00 sec. West 375.47 feet** to a point for an interior corner hereof;

THENCE across said Feltus 214.86 acre tract **South 32 deg. 01 min. 06 sec. East 869.74 feet** to a point in the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract **North 57 deg. 55 min. 28 sec. East 157.17 feet** to a point for the most Southerly North corner hereof; said point bears South 57 deg. 53 min. 48 sec. West - 9772.15 feet from a 1/2 inch iron rod found for the North corner of said 71.25 acre Collette tract for reference hereof;

THENCE across said Luke Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 293.12 feet** to a point in the Northwest line of said Joe Collette 71.25 acre tract, the Southeast line of said Luke Collette 71.25 acre tract;

THENCE across said Joe Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 288.70 feet** to a point in the Northwest line of said Ferrara 71.25 acre tract, the Southeast line of said Joe Collette 71.25 acre tract;

THENCE across said Ferrara 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 298.25 feet** to a point in the Northwest line of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 of the Deed Records of Robertson County, Texas, the Southeast line of said Ferrara 71.25 acre tract, for the East corner hereof; said point bears South 57 deg. 37 min. 55 sec. West - 2747.40 feet from a 1-1\2 inch pipe found at the North corner of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 for reference hereof;

THENCE with the Southeast line of said Ferrara 71.25 acre tract, the Northwest line of said Scamardo 236.53 acre tract **South 57 deg. 37 min. 55 sec. West 968.41 feet** to a point on the East gradient boundary of the Brazos River, the west corner of said Scamardo 236.53 acre tract and the South corner hereof;

THENCE with the meanders of the East gradient boundary line of the Brazos River as follows:

North 16 deg. 01 min. 31 sec. West 113.43 feet to a point,

North 18 deg. 23 min. 57 sec. West 198.86 feet to a point for the West corner of said Ferrara 71.25 acre tract, the South corner of said Joe Collette 71.25 acre tract,

North 18 deg. 23 min. 57 sec. West 113.18 feet to a point for an interior corner hereof;

THENCE across the Brazos River **South 70 deg. 41 min. 47 sec. West 331.82 feet** to a point in the West gradient boundary line of the Brazos River for a Westerly South corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as

Official Public Records

follows:

North 20 deg. 23 min. 02 sec. West 176.41 feet to a point,
North 18 deg. 42 min. 22 sec. West 439.62 feet to a point,
North 28 deg. 31 min. 18 sec. West 193.37 feet to a point,
North 51 deg. 01 min. 14 sec. West 171.98 feet to a point,
North 49 deg. 10 min. 38 sec. West 210.19 feet to a point,
North 80 deg. 34 min. 19 sec. West 224.49 feet to a point,
North 73 deg. 29 min. 08 sec. West 381.30 feet to a point,
North 70 deg. 04 min. 04 sec. West 474.40 feet to a point,
North 69 deg. 35 min. 11 sec. West 212.46 feet to a point,
North 60 deg. 21 min. 22 sec. West 304.24 feet to a point,
North 77 deg. 23 min. 19 sec. West 441.52 feet to a point for the most Westerly South corner hereof;

THENCE across the Brazos River North 29 deg. 45 min. 38 sec. West 310.45 feet to a point in the East gradient boundary line of the Brazos River, the Southwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract North 29 deg. 45 min. 38 sec. West 1474.98 feet to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 525.4 acre tract North 29 deg. 45 min. 38 sec. West 1889.47 feet to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 490.4 acre tract North 29 deg. 45 min. 38 sec. West 881.53 feet to a point in the South gradient boundary of the Brazos River;

THENCE across said Brazos River North 29 deg. 45 min. 38 sec. West 400.59 feet to a point in the West gradient boundary line of the Brazos River, the Southeast line of said Frazier 1038 acre tract;

THENCE across said Frazier 1038 acre tract North 29 deg. 45 min. 38 sec. West 2117.09 feet to the PLACE OF BEGINNING and containing 650.851 acres of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-13-97

Document 0980462 Volm 702 Page 107

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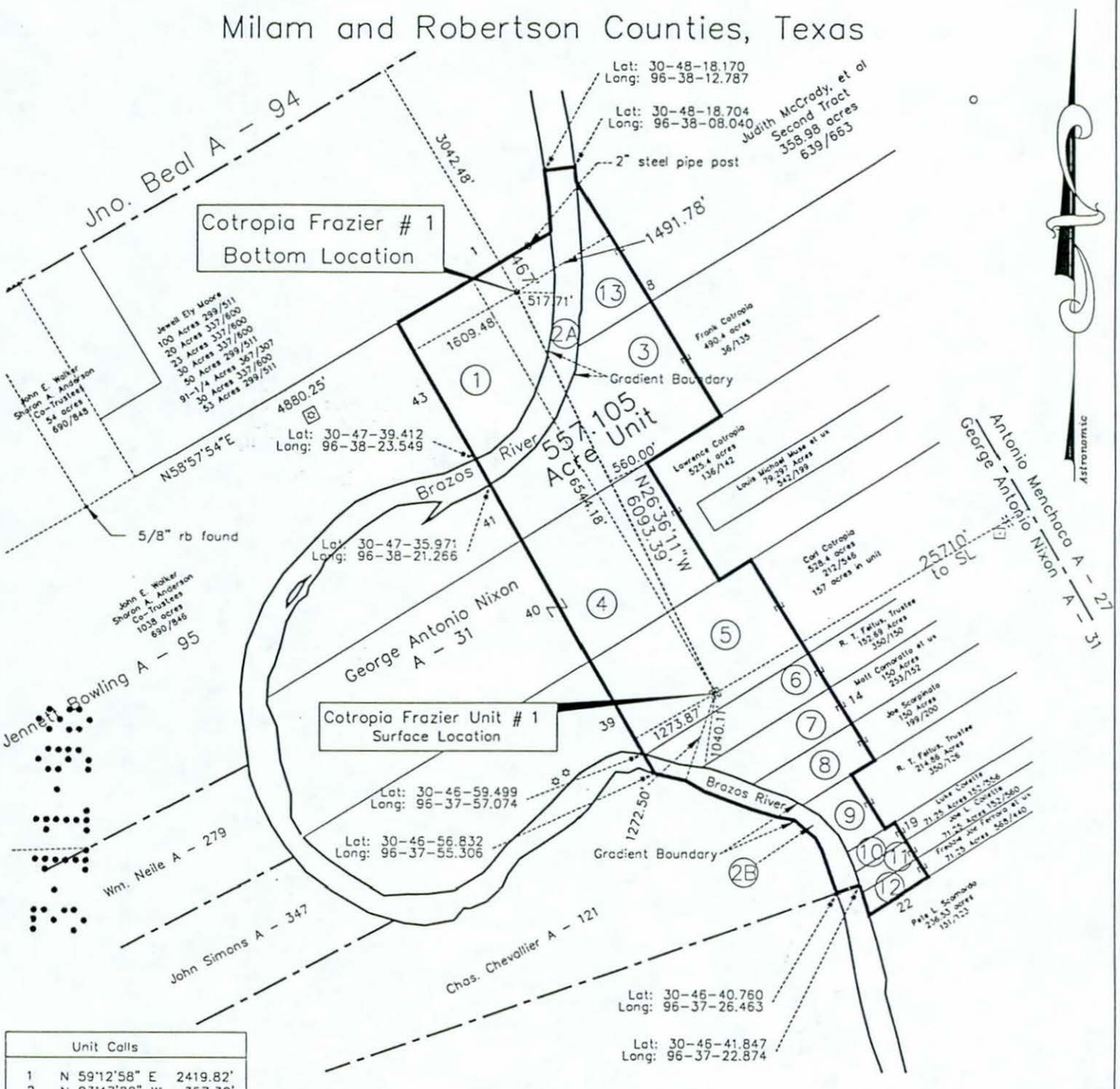
VOL. 766 PAGE 326
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "C" Official Public Records

Milam and Robertson Counties, Texas



Document 0980462 Volm 702 Page 108

Unit Calls		
1	N 59°12'58" E	2419.82'
2	N 03°47'28" W	357.30'
3	N 07°23'29" W	465.32'
4	N 09°32'53" W	20.92'
5	N 82°36'31" E	417.47'
6	S 07°24'49" E	67.40'
7	S 05°41'21" E	132.66'
8	S 32°01'06" E	3747.44'
9	S 57°58'54" W	1203.73'
10	S 32°01'06" E	1888.81'
11	N 58°00'14" E	518.64'
12	S 32°01'06" E	1495.45'
13	S 32°01'06" E	554.60'
14	S 32°01'06" E	573.62'
15	S 32°01'06" E	600.23'
16	S 57°57'00" W	375.47'
17	S 32°01'06" E	869.74'
18	N 57°55'28" E	157.17'
19	S 32°01'06" E	293.12'
20	S 32°01'06" E	288.70'
21	S 32°01'06" E	298.25'
22	S 57°37'55" W	968.41'
23	N 16°01'31" W	113.43'
24	N 18°23'57" W	198.86'
25	N 18°23'57" W	113.18'
26	S 70°41'47" W	331.82'
27	N 20°23'02" W	176.41'
28	N 18°42'22" W	439.62'
29	N 28°31'18" W	193.37'
30	N 51°01'14" W	171.98'
31	N 49°10'38" W	210.19'
32	N 80°34'19" W	224.49'
33	N 73°29'08" W	381.30'
34	N 70°04'04" W	474.40'
35	N 69°35'11" W	212.46'
36	N 60°21'22" W	304.24'
37	N 77°23'19" W	441.52'
38	N 29°45'38" W	310.45'
39	N 29°45'38" W	1474.98'
40	N 29°45'38" W	1889.47'
41	N 29°45'38" W	881.53'
42	N 29°45'38" W	400.59'
43	N 29°45'38" W	2117.09'

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'46" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	84.518
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	40.802
2B	State of Texas	2-07885	744/271	22.762
3	Frank Cotropia, et ux	2-07357	136/135	102.326
4	Rosalie Cotropia, Trustee	2-07377	136/142	88.879
5	Carl Cotropia, et ux	2-07358	212/546	90.412
6	Joe Cortemelia et al	2-06915A-C	350/150	30.399
7	Annie Camaratta et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	23.658
		Unit Total		557.105

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

VOL. 766 PAGE 327
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | Cotropia Frazier Unit # 1 | 557.105 Acre Unit

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: G | Revised: 11-19-97 | Rev. # 5G | Dwg # 971488 | W.O. # 971488

STATE OF TEXAS COUNTY OF ROBERTSON

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:

Robertson County, Texas

as stamped hereon by me.

Jan 20, 1998

Kathryn M. Brimhall, County Clerk
Robertson County, Texas

CLERK'S NOTICE: 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.

FILED

AT 8 O'CLOCK A M

ON THE 16 DAY OF Feb

A.D., 19 98.

La Verne Soefje

COUNTY CLERK, MILAM COUNTY, TEXAS

BY Joan Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

La Verne Soefje

County Clerk, Milam County, Texas

VOL. 766 PAGE 315

RECORDED 2-16-98 @ 5:00 P.M.

BY Joan Pratt DEPUTY

JOAN PRATT

VOL. 766 PAGE 328

OFFICIAL RECORDS
MILAM COUNTY, TEXAS

C W ENERGY INC

35K

Customs (13)

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA - FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were

located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 557.105 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 1/7/98

STATE OF TEXAS

Legal
Content
Geology
Execution

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Date Executed 12-23-97

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:
Laura Verette

Document 0980462 Volm 702 Page 98

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 2nd day of December, 1997, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7th day of January, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on December 23, 1997, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a DELAWARE corporation, on behalf of said corporation.

Margarita L. Rowley
Notary Public in and for the
State of Texas

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

Accepted for Filing in:
Robertson County, Texas

On: Jan 20,1998 at 11:09A

By,
Carol Bancroft

Document 0980462 Volm 702 Page 99

EXHIBIT "A"

(Attached to Declaration of Unit for the
Clayton Williams Energy, Inc., - Cotropia-Frazier Unit #1)

LEASE #1: Oil and Gas Lease dated September 06, 1994 from Marie Roper, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 627, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06965-A)

LEASE #2: Oil and Gas Lease dated September 06, 1994 from Karen Collette Ragsdale, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 630, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-B)

LEASE #3: Oil and Gas Lease dated September 06, 1994 from Joe C. Collette, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 531, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-C)

LEASE #4: Oil and Gas Lease dated September 19, 1994 from Frances Nealms Mullis, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 622, Page 583, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-D)

LEASE #5: Oil and Gas Lease dated September 06, 1994 from Johnny Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 642, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-E)

LEASE #6: Oil and Gas Lease dated September 06, 1994 from Vincent Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 624, Page 090, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-F)

LEASE #7: Oil and Gas Lease dated September 08, 1994 from Pete Collette, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 623, Page 048, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-G)

LEASE #8: Oil and Gas Lease dated February 14, 1995 from Freddie Joe Ferrara & Suzanne Renee Ferrara, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 630, Page 573 Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-H)

LEASE #9: Oil and Gas Lease dated July 21, 1994 from Lucille Collette, a single woman, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 261, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06914A)

LEASE #10: Oil and Gas Lease dated July 21, 1994 from Rena M. Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 258, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-B)

LEASE #11: Oil and Gas Lease dated July 22, 1994 from Sarah Marie Collette, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 223, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-C)

LEASE #12: Oil and Gas Lease dated July 22, 1994 from Ludwig Kapser, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 104, Official Records, Robertson County, Texas, covering 434.28 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06967-A)

LEASE #13: Oil and Gas Lease dated July 20, 1994 from Marc Anthony Nigliazzo, Attorney-in-Fact for Salvatora Fazzio Nigliazzo, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 226, Official Records, Robertson County, Texas, covering 214.86 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 12.972 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 12.972 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06917)

LEASE #14: Oil and Gas Lease dated July 08, 1990 from Joe Scarpinato, etux, Frances Scarpinato, as Lessor, to Clay Pollard, as Lessee, recorded in Volume 558, Page 277, Official Records, Robertson County, Texas, covering 614.16 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 18.952 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 18.952 acres, as more particularly described in the attached Exhibit "B" , being included in this unit. (Lease #2-05767)

LEASE #15: Oil and Gas Lease dated July 19, 1994 from James Cortemelia, etux, Carolyn Cortemelia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas,

all of said 30.399 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06915-A)

LEASE #16: Oil and Gas Lease dated July 26, 1994 from Tony Cortemelia, Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-B)

LEASE #17: Oil and Gas Lease dated July 25, 1994 from Joe Scarpinato,Jr., etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 30.399 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 30.399 acres, comprising the same lands described above in Lease #15, being included in this unit. (Lease #2-06915-C)

LEASE #18: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, etux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 90.412 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 90.412 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

LEASE #19: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 88.879 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 88.879 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #20: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, etux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 103.326 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 103.326 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #21: Oil and Gas Lease dated January 7, 1997, from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam Co., Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 63.564 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 63.564 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #22: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.658 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.658 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

LEASE #23: Oil and Gas Lease dated October 2, 1995, from Violet H. Frazier, as Lessor, to Union Pacific Resources Co., as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 84.518 acres out of the lands described therein, located in the Jennett Bowing A-95, Milam, Texas, all of said 84.518 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #24: Oil and Gas Lease dated July 18, 1994, from Annie Camarata, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 30, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-A)

LEASE #25: Oil and Gas Lease dated August 12, 1994 from Annie Camarata, a widow, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 17, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-B)

LEASE #26: Oil and Gas Lease dated August 12, 1994, from Lucy Camarata Richard, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 20, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-C)

LEASE #27: Oil and Gas Lease dated August 16, 1994, from Lena Ann Fritcher, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 23, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-D)

LEASE #28: Oil and Gas Lease dated August 12, 1994, from Tannie Joseph Camarata, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 619, Page 516 Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-E)

LEASE #29: Oil and Gas Lease dated August 16, 1994, from Josie Marie Burns, as Lessor, to Clayton Williams Energy, Inc, recorded in Volume 620, Page 11, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" being included in this unit. (Lease #2-06922-F)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1

UNIT DESCRIPTION

BEING 557.105 acres of land, a part of the Jennett Bowling Survey, Abstract 95, Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 84.518 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 40.802 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 22.762 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 102.326 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 88.879 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 90.412 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

2

Tract 6: 30.399 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Tract 7: 24.024 acres being a part of a 150 acre tract conveyed to Matt Camaratto et ux by deed recorded in volume 253, page 152 of the Deed Records of Robertson County, Texas;

Tract 8: 18.952 acres being a part of a 150 acre tract conveyed to Joe Scarpinato by deed recorded in volume 199, page 200 of the Deed Records of Robertson County, Texas;

Tract 9: 12.972 acres being a part of a 214.86 acre tract conveyed to R. T. Feltus, Trustee, by deed recorded in volume 350, page 126 of the Deed Records of Robertson County, Texas;

Tract 10: 5.340 acres being a part of a 71.25 acre tract conveyed to Luke Collette by deed recorded in volume 152, page 556 of the Deed Records of Robertson County, Texas;

Tract 11: 5.669 acres being a part of a 71.25 acre tract conveyed to Joe L. Collette by deed recorded in volume 152, page 560 of the Deed Records of Robertson County, Texas;

Tract 12: 6.392 acres being a part of a 71.25 acre tract conveyed to Freddie Joe Ferrara, Jr. et ux by deed recorded in volume 568, page 440 of the Deed Records of Robertson County, Texas;

Tract 13: 23.658 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

Said **557.105 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 57 min. 54 sec. East 4880.25 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to John E. Walker and Sharon A. Anderson Co-Trustees by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East**, at 2059.80 feet passing a 2" steel pipe post found for a reference hereof, in all a total distance of **2419.82 feet** to a point in the West gradient boundary of the Brazos River, for an interior corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as follows:

North 03 deg. 47 min. 28 sec. West 357.30 feet to a point,
North 07 deg. 23 min. 29 sec. West 465.32 feet to a point,
North 09 deg. 32 min. 53 sec. West 20.92 feet to a point for the most Northerly West corner hereof;

THENCE across said Brazos River **North 82 deg. 36 min. 31 sec. East 417.47 feet** to a point on the East gradient boundary of the Brazos River, the West line of said McCrady 358.98 acre tract, for the North corner hereof;

THENCE with the East gradient boundary of the Brazos River and the West line of said McCrady 358.98 acre tract **South 07 deg. 24 min. 49 sec. East 67.40 feet** to a point for an angle point hereof, **South 05 deg. 41 min. 21 sec. East 132.66 feet** to a point for an interior corner hereof;

THENCE across said McCrady 358.98 acre tract **South 32 deg. 01 min. 06 sec. East 1929.00 feet** to a point in the Southeast line of said McCrady 358.98 acre tract, the Northwest line of said Frank Cotropia 490.4 acre tract; Said point bears South 58 deg. 16 min. 10 sec. West - 5225.12 feet from a 1/2 inch iron rod found for the East corner of said 358.98 acre tract for reference hereof; Said point bears South 57 deg. 58 min. 54 sec. West -8897.86 feet from a cross tie corner post found for the North corner of said 529.3 acre Cotropia tract, the East corner of said 490.4 acre Cotropia tract and reference hereof;

THENCE across said Cotropia 490.4 acre tract **South 32 deg. 01 min. 06 sec. East - 1818.44 feet** to a point in the Southeast line of said 490.4 acre tract for an East corner hereof; Said point bears South 57 deg. 58 min. 54 sec. West - 7007.86 feet from a 5/8 inch iron rod found at the intersection of the Northeast margin of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre Cotropia tract for reference hereof;

THENCE with the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract **South 57 deg. 58 min. 54 sec. West 1203.73 feet** to a point for an interior corner hereof, said point bears North 57 deg. 58 min. 24 sec. East 2078.01 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 01 min. 06 sec. East 1888.81 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract **North 58 deg. 00 min. 14 sec. East 518.64 feet** to a point for a Northerly East corner hereof, said point bears South 51 deg. 58 min. 35 sec. East 639.56 feet from a 6 inch steel pipe post found for the South corner of a 79.297 acre tract conveyed to Louis Michael Muse, et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 01 min. 06 sec. East 1495.45 feet** to a point in the Northwest line of said Feltus 152.69 acre tract, the Southeast line of said Cotropia 528.4 acre tract; said point bears South 57 deg. 58 min. 07 sec. West - 9552.32 feet from a cross tie corner post found for the North corner of said 152.69 acre Feltus tract and reference hereof;

THENCE across said Feltus 152.69 acre tract **South 32 deg. 01 min. 06 sec. East**

554.60 feet to a point in the Northwest line of said Camaratto 150 acre tract, the Southeast line of said Feltus 152.69 acre tract; said point bears South 57 deg. 58 min. 14 sec. West - 9552.23 feet from a 1/2 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Camaratto 150 acre tract **South 32 deg. 01 min. 06 sec. East 573.62 feet** to a point in the Northwest line of said Scarpinato 150 acre tract, the Southeast line of said Camaratto 150 acre tract; said point bears South 57 deg. 56 min. 58 sec. West - 9552.01 feet from a 3/4 inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Scarpinato 150 acre tract **South 32 deg. 01 min. 06 sec. East 600.23 feet** to a point in the Northwest line of said Feltus 214.86 acre tract, the Southeast line of said Scarpinato 150 acre tract, for an East corner hereof; said point bears South 57 deg. 57 min. 00 sec. West - 7511.60 feet from a 1/2 inch iron rod found at the intersection of the Northwest line of said 214.86 acre Feltus tract and the Northeast margin of Union Pacific Railroad 100 foot wide right of way for reference hereof;

THENCE with the Southeast line of said Scarpinato 150 acre tract, the Northwest line of said Feltus 214.86 acre tract **South 57 deg. 57 min. 00 sec. West 375.47 feet** to a point for an interior corner hereof;

THENCE across said Feltus 214.86 acre tract **South 32 deg. 01 min. 06 sec. East 869.74 feet** to a point in the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract **North 57 deg. 55 min. 28 sec. East 157.17 feet** to a point for the most Southerly North corner hereof; said point bears South 57 deg. 53 min. 48 sec. West - 9772.15 feet from a 1/2 inch iron rod found for the North corner of said 71.25 acre Collette tract for reference hereof;

THENCE across said Luke Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 293.12 feet** to a point in the Northwest line of said Joe Collette 71.25 acre tract, the Southeast line of said Luke Collette 71.25 acre tract;

THENCE across said Joe Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 288.70 feet** to a point in the Northwest line of said Ferrara 71.25 acre tract, the Southeast line of said Joe Collette 71.25 acre tract;

THENCE across said Ferrara 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 298.25 feet** to a point in the Northwest line of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 of the Deed Records of Robertson County, Texas, the Southeast line of said Ferrara 71.25 acre tract, for the East corner hereof; said point bears South 57 deg. 37 min. 55 sec. West - 2747.40 feet from a 1-1\2 inch pipe found at the North corner of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 for reference hereof;

THENCE with the Southeast line of said Ferrara 71.25 acre tract, the Northwest line of said Scamardo 236.53 acre tract **South 57 deg. 37 min. 55 sec. West 968.41 feet** to a point on the East gradient boundary of the Brazos River, the west corner of said Scamardo 236.53 acre tract and the South corner hereof;

THENCE with the meanders of the East gradient boundary line of the Brazos River as follows:

North 16 deg. 01 min. 31 sec. West 113.43 feet to a point,
North 18 deg. 23 min. 57 sec. West 198.86 feet to a point for the West corner of said Ferrara 71.25 acre tract, the South corner of said Joe Collette 71.25 acre tract,
North 18 deg. 23 min. 57 sec. West 113.18 feet to a point for an interior corner hereof;

THENCE across the Brazos River **South 70 deg. 41 min. 47 sec. West 331.82 feet** to a point in the West gradient boundary line of the Brazos River for a Westerly South corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as

Official Public Records

follows:

North 20 deg. 23 min. 02 sec. West 176.41 feet to a point,
North 18 deg. 42 min. 22 sec. West 439.62 feet to a point,
North 28 deg. 31 min. 18 sec. West 193.37 feet to a point,
North 51 deg. 01 min. 14 sec. West 171.98 feet to a point,
North 49 deg. 10 min. 38 sec. West 210.19 feet to a point,
North 80 deg. 34 min. 19 sec. West 224.49 feet to a point,
North 73 deg. 29 min. 08 sec. West 381.30 feet to a point,
North 70 deg. 04 min. 04 sec. West 474.40 feet to a point,
North 69 deg. 35 min. 11 sec. West 212.46 feet to a point,
North 60 deg. 21 min. 22 sec. West 304.24 feet to a point,
North 77 deg. 23 min. 19 sec. West 441.52 feet to a point for the most Westerly South corner hereof;

THENCE across the Brazos River **North 29 deg. 45 min. 38 sec. West 310.45 feet** to a point in the East gradient boundary line of the Brazos River, the Southwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract **North 29 deg. 45 min. 38 sec. West 1474.98 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 525.4 acre tract **North 29 deg. 45 min. 38 sec. West 1889.47 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 65.06 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 490.4 acre tract **North 29 deg. 45 min. 38 sec. West 881.53 feet** to a point in the South gradient boundary of the Brazos River;

THENCE across said Brazos River **North 29 deg. 45 min. 38 sec. West 400.59 feet** to a point in the West gradient boundary line of the Brazos River, the Southeast line of said Frazier 1038 acre tract;

THENCE across said Frazier 1038 acre tract **North 29 deg. 45 min. 38 sec. West 2117.09 feet** to the **PLACE OF BEGINNING** and containing **650.851 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

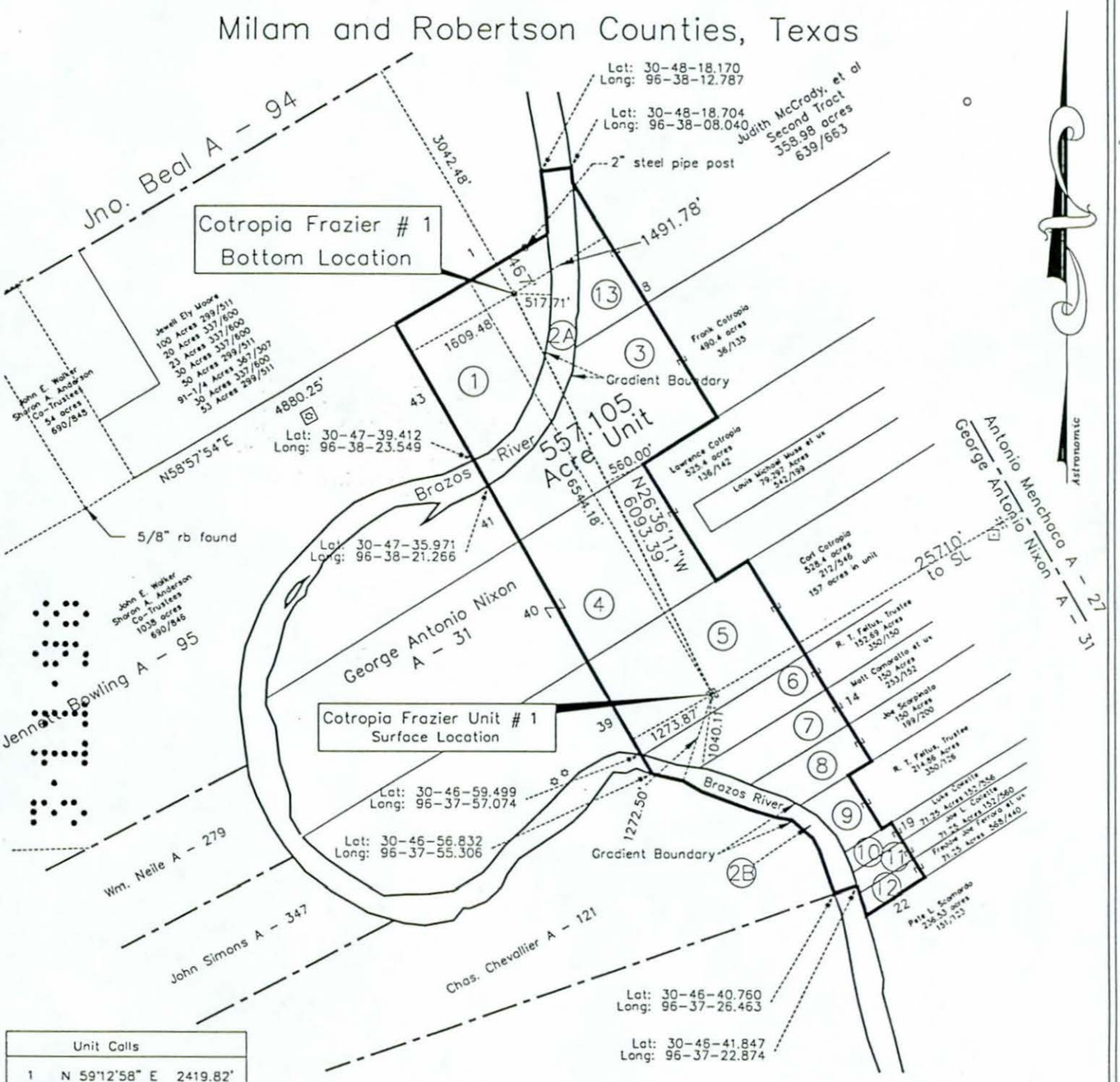
I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 10-13-97

Document 0980462 Volm 702 Page 107

EXHIBIT "C" Official Public Records

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	2419.82'
2	N 03°47'28" W	357.30'
3	N 07°23'29" W	465.32'
4	N 09°32'53" W	20.92'
5	N 82°36'31" E	417.47'
6	S 07°24'49" E	67.40'
7	S 05°41'21" E	132.66'
8	S 32°01'06" E	3747.44'
9	S 57°58'54" W	1203.73'
10	S 32°01'06" E	1888.81'
11	N 58°00'14" E	518.64'
12	S 32°01'06" E	1495.45'
13	S 32°01'06" E	554.60'
14	S 32°01'06" E	573.62'
15	S 32°01'06" E	600.23'
16	S 57°57'00" W	375.47'
17	S 32°01'06" E	869.74'
18	N 57°55'28" E	157.17'
19	S 32°01'06" E	293.12'
20	S 32°01'06" E	288.70'
21	S 32°01'06" E	298.25'
22	S 57°37'55" W	968.41'
23	N 16°01'31" W	113.43'
24	N 18°23'57" W	198.86'
25	N 18°23'57" W	113.18'
26	S 70°41'47" W	331.82'
27	N 20°23'02" W	176.41'
28	N 18°42'22" W	439.62'
29	N 28°31'18" W	193.37'
30	N 51°01'14" W	171.98'
31	N 49°10'38" W	210.19'
32	N 80°34'19" W	224.49'
33	N 73°29'08" W	381.30'
34	N 70°04'04" W	474.40'
35	N 69°35'11" W	212.46'
36	N 60°21'22" W	304.24'
37	N 77°23'19" W	441.52'
38	N 29°45'38" W	310.45'
39	N 29°45'38" W	1474.98'
40	N 29°45'38" W	1889.47'
41	N 29°45'38" W	881.53'
42	N 29°45'38" W	400.59'
43	N 29°45'38" W	2117.09'

Document 0980462 Volm 702 Page 108

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'46" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	84.518
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	40.802
2B	State of Texas	2-07885	744/271	22.762
3	Frank Cotropia, et ux	2-07357	136/135	102.326
4	Rosalie Cotropia, Trustee	2-07377	136/142	88.879
5	Carl Cotropia, et ux	2-07358	212/546	90.412
6	Joe Cortemelia et al	2-06915A-C	350/150	30.399
7	Annie Camaratto et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	23.658
		Unit Total		557.105

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	557.105 Acre Unit

Prepared By William E. Weiser, RPLS # 4428	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
P.O. Box 706 Giddings, Texas 78942 409-542-4444	Disk: G	Revised: 11-19-97	Rev. # 5G	Dwg # 971488	W.O. # 971488

STATE OF TEXAS COUNTY OF ROBERTSON

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:

Robertson County, Texas

as stamped hereon by me.

Jan 20, 1998

Kathryn M. Brimhall, County Clerk
Robertson County, Texas

Customs (13)

File No. Mf-97710

D.O.

Date Filed: 7/30/98

Jerry E. Patterson, Commissioner

By

IN-97710 (11)
D.O.
9.30 98

2-11-99

COPY

September 29, 1998

CLAYTON WILLIAMS ENERGY, INC.
CLAYDESTA CENTER, SIX DESTA DRIVE
SUITE 3000
MIDLAND, TEXAS 79705

Re: Property Name: BROUGHTON-PERRONE UNIT 1
Mineral File No. M-97710
Property Number: 01-00730, 01-000749

Dear Madam:

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

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

If you should have any questions, please feel free to call me at (512) 475-2266.

Sincerely,

Dixie Cox
Accounts Examiner
Energy Resources

Enclosure

YOU MAY KEEP THIS COPY FOR YOUR FILES

CLAYTON WILLIAMS ENERGY, INC.

August 21, 1998

Dear Interest Owner:

Enclosed please find a DIVISION ORDER on the following:
Broughton-Perrone Unit #1

which is operated by Clayton Williams Energy, Inc.

Payment made in accordance with the interests as set out in the DIVISION ORDER will be expedited and further correspondence reduced if you will follow the instructions set forth below:

1. Sign your name as shown on the DIVISION ORDER and have your signature witnessed by a disinterested party.

2. Acknowledge your mailing address. If different than shown on the Exhibit, indicate correction.

3. Include the proper Social Security Number or Tax Identification, whichever applies.

4. Signatures by Agents, Attorneys-in-Fact, or Guardians other than the named interest owner must be verified by attaching evidence of the rights vested in the signatory party.

5. Where one member of a partnership signs, evidence of his rights to do so must be furnished, along with the Social Security number applicable.

6. For Corporations: The DIVISION ORDER must be executed and attested by authorized officials of the company, and the corporation tax I.D. number included.

One fully executed copy of the attached DIVISION ORDER should be returned to the attention of the undersigned at the address shown above. The other copy is for your records.

If there are any questions regarding the above instructions or the attached DIVISION ORDER, please contact the undersigned.

NOTE: If signed Division Orders are received by AUGUST 28, 1998, payment can be made with checks being mailed on September 25, 1998.

Yours very truly,

Pat L. McLain

Pat L. McLain (Ms.)
Land Specialist

plm
Enclosures

#803

OIL AND GAS
DIVISION ORDER

To: CLAYTON WILLIAMS ENERGY, INC.
(Hereinafter called "PURCHASER")
6 Desta Drive, Suite 3000
Midland, TX 79705

Division Order No. 69580 001

Date August 21, 1998

EFFECTIVE First Sales: Oil: 11-20-97
Gas: 12-24-97

The undersigned, and each of us, as Owners, guarantee and warrant that we are the legal owners, in the proportions set out below, of all the oil and gas (the term "gas" including, without limitation, gas well gas, casinghead gas, and condensate, natural gas liquids, and all other constituent elements of the raw gas stream) produced, or all of the proceeds thereof, from the

Clayton Williams Energy, Inc., Broughton-Perrone Unit #1

located in Robertson County, State of Texas, described as:

608.495-acre unit out of George Antonio Nixon Survey, A-31, Robertson County, Texas, more fully described in Pooling Agreement recorded in Vol. 709, Page 425, Robertson County, Texas. (See Exhibit "B" for plat of unit.)

NOTE: Clayton Williams Energy, Inc. will be responsible for disbursing 100% of the oil proceeds and 50% of the gas proceeds. Union Pacific Resources Company will be responsible for disbursing the remaining 50% of the gas.

and commencing on date of first production/or last settlement and until 30-day advance written notice from the undersigned, you are authorized to receive and give credit for all oil and gas received from said property, or the proceeds therefrom, as may be applicable as per directions below:

CREDIT TO	DIVISION OF INTEREST	ADDRESS
See attached Exhibit "A"		

FIRST: It is agreed that payments will be made monthly based on the division of interest as set out herein, except payments of less than One Hundred Dollars ($100.00) may be accrued before disbursement (without payment of interest) until the total amount equals at least $100.00 or until December of each year, whichever occurs first.

SECOND: The purpose of this division order is to set out the ownership of the property described herein and in no way diminishes or enlarges either parties' obligations under the oil and gas lease(s) attributable thereto, or amend the terms thereof.

THIRD: The owner agrees to notify Purchaser in writing of any change in the division of interest. No change of interest is binding on Purchaser until the recorded copy of the instrument of change is furnished to Purchaser 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 Purchaser.

WITNESS	SIGNATURE OF INTEREST OWNER	Social Security Tax Account No.
	COMMISSIONER, GENERAL LAND OFFICE	

Interest Owner Address: _____

#803

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT #1
ROBERTSON COUNTY, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
MARILYN KAY PERRONE BOWEN 5003 Harbour Town Court College Station, TX 77845	Royalty 1/8 x 1/8 x 87.778/608.495	.00225400
DIANNA PERRONE COOK 39 Greenville Road Pittsgrove, NJ 08318	Royalty 1/8 x 1/8 x 87.778/608.495	.00225400
CAROLINE G. COTROPIA c/o Charles S. Cotropia 717 N. Harwood, Ste 3400 Dallas, TX 75201	Royalty 1/2 x 1/6 x 98.017/608.495	.00223720
CHRISTOPHER A. COTROPIA c/o Charles S. Cotropia 717 N. Harwood, Ste 3400 Dallas, TX 75201	Royalty 1/2 x 1/6 x 98.017/608.495	.00223720
JOSEPH PAUL COTROPIA c/o Charles S. Cotropia 717 North Harwood, Ste 3400 Dallas, TX 75201	Royalty 1/4 x 1/6 x 98.017/608.495	.00671170
MICHELLE G. COTROPIA c/o Charles S. Cotropia 717 N. Harwood, Ste 3400 Dallas, TX 75201	Royalty 1/2 x 1/6 x 98.017/608.495	.00223720
COMMISSIONER, GENERAL LAND OFFICE 1700 N. Congress Ave. Austin, TX 78701	Royalty 1/4 x 23.976/608.495 + 1/4 x 37.243/608.495	.02515180
JAMES CRAIG DEGELIA Rt. 1, Box 163 Paige, TX 78659	Royalty 1/8 x 5/48 x 239.554/608.495 + 1/4 x 1/3 x .0205043	.00683480
JOHN DAVID DEGELIA 2531 Fleetwood Tyler, TX 75701	Royalty 1/8 x 5/48 x 239.554/608.495 + 1/4 x 1/3 x .0205043	.00683480
SAM ROBERT DEGELIA 10817 Old San Antonio Rd. Austin, TX 78748	Royalty 1/8 x 5/48 x 239.554/608.495 + 1/4 x 1/3 x .0205043	.00683480
ANTHONY LYNN FALCO c/o Sheila Nadine Falco 209 Nakoma East Round Rock, TX 78664	Royalty 1/16 x 3/16 x 40.265/608.495	.00077540
DOROTHY MAE FALCO Rt. 1, Box 294 Hearne, TX 77859	Royalty 1/4 x 3/16 x 40.265/608.495	.00310170
FRANKIE JOE FALCO Rt. 1, Box 871 Milano, TX 76556	Royalty 1/16 x 3/16 x 40.265/608.495	.00077540
SHEILA NADINE FALCO 209 Nakoma East Round Rock, TX 78664	Royalty 1/16 x 3/16 x 40.265/608.495	.00077540

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT #1
ROBERTSON COUNTY, TEXAS

OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
TONY SAMMY FALCO P. O. Box 92 Franklin, TX 77856	Royalty 1/16 x 3/16 x 40.265/608.495	.00077540
JOHN NICK FAZZINO, JR. IDA MARIE FAZZINO, Guardian 24735 FM 159 Navasota, TX 77868	Royalty 1/18 x 1/6 x 41.091/608.495	.00062530
LUNETTA MARIE FAZZINO 2972 East Green Lee Tucson, AZ 85716	Royalty 1/6 x 1/6 x 41.091/608.495	.00187580
NICKY RHEA FAZZINO 18030 Red River Song San Antonio, TX 78259 IDA MARIE FAZZINO	Royalty 1/18 x 1/6 x 41.091/608.495	.00062530
W. T. HOOPER 412 W. Phillips Conroe, TX 77301	Royalty 15% x 1/16 x 87.778/608.495 + 15% x 1/16 x 239.554/608.495	.00504320
KALANDRA MARIE LOFTIN 24735 FM 159 Navasota, TX 77868	Royalty 1/18 x 1/6 x 41.091/608.495	.00062530
JUDITH MARIE PERRONE McCRADY 1708 Serval College Station, TX 77840	Royalty 1/8 x 1/8 x 87.778/608.495	.00225400
LAURA HOOPER MARTIN 901 Longmire #54 Conroe, TX 77304	Royalty 15% x 1/16 x 87.778/608.495 + 15% x 1/16 x 239.554/608.495	.00504320
NICKY LYNN PERRONE MAURO 3006 Camelot Drive Bryan, TX 77802	Royalty 1/8 x 1/8 x 87.778/608.495	.00225400
MARY FALCO MUSE Rt. 1, Box 537 Hearne, TX 77859	Royalty 3/16 x 40.571/608.495	.01250140
MICHAEL L. MUSE Rt. 1, Box 533 Hearne, TX 77859	Royalty 1/12 x 1/6 x 41.091/608.495	.00562740
ANDREW CHARLES PERRONE 4302 Newcastle Bryan, TX 77802	Royalty 1/8 x 1/8 x 87.778/608.495 + 1/6 x 3/16 x 40.265/608.495	.00432180
MIKE M. PERRONE FAMILY TRUST MARY GRACE PERRONE, Trustee 3902 E. 29th St. Apt 6-8 Bryan, TX 77802	Royalty 1/8 x 1/8 x 87.778/608.495 + 1/6 x 3/16 x 40.265/608.495	.00432180
MIKE M. PERRONE, III 5010 Maidstone College Station, TX 77845	Royalty 1/6 x 3/16 x 40.265/608.495 + 1/8 x 1/8 x 87.778/608.495	.00432180

EXHIBIT "A"
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT #1
ROBERTSON COUNTY, TEXAS

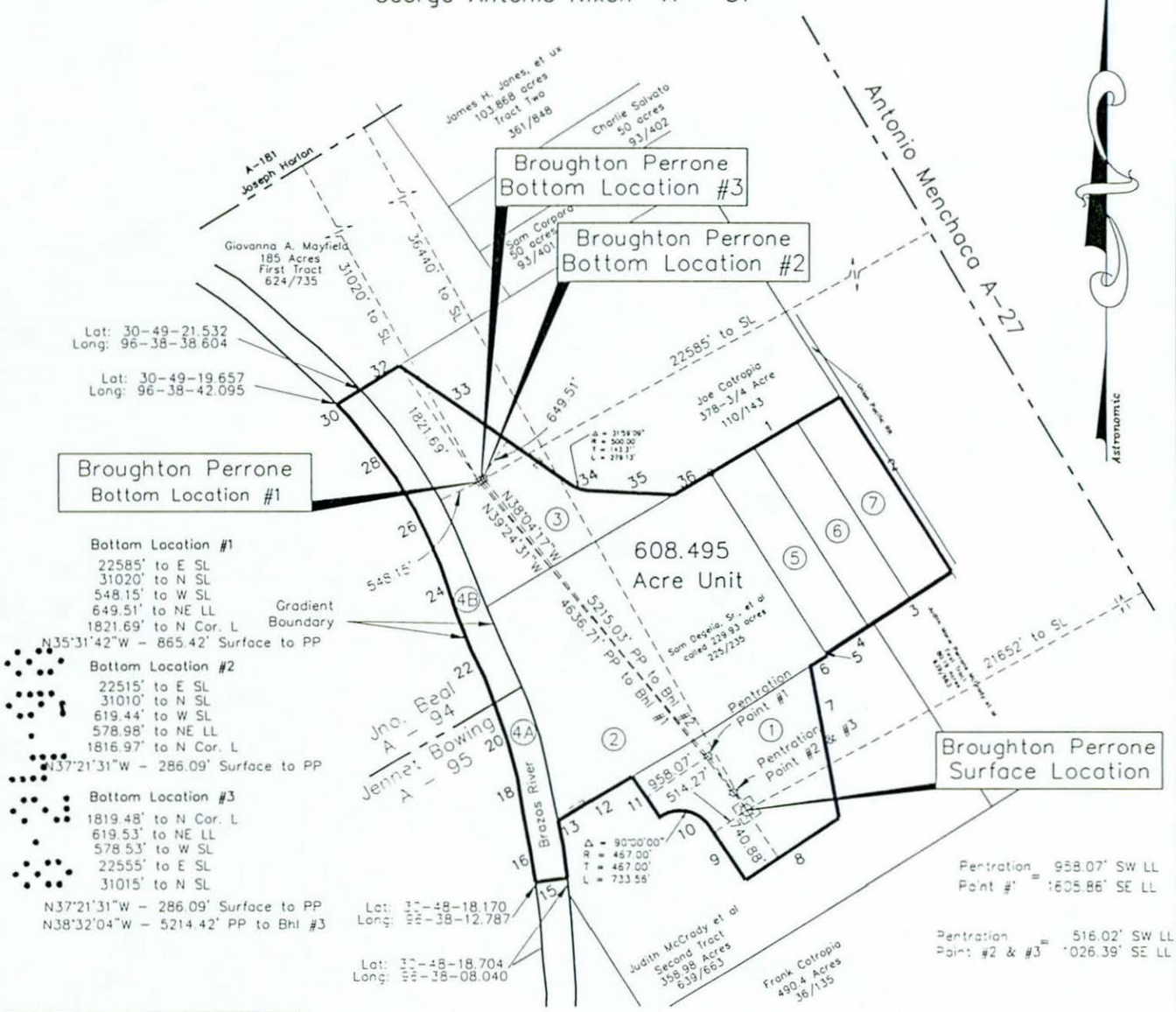
OWNERSHIP OF PRODUCTION

OWNER - ADDRESS	TYPE INTEREST	DECIMAL INTEREST
THOMAS GERARD PERRONE 2643 Williams Grant Sugar Land, TX 77479	Royalty 1/8 x 1/8 x 87.778/608.495	.00225400
LENA FAZZINO RESTIVO 11153 Devaughn Ct. Fairfax Station, VA 22039	Royalty 1/6 x 1/6 x 41.091/608.495	.00187580
J. H. SCHAEFER ESTATE TRUST W. H. SCHAEFER, Trustee P. O. Box 2366 Conroe, TX 77305	Royalty 20% x 1/16 x 87.778/608.495 + 20% x 1/16 x 239.554/608.495	.00672420
LADY HOOPER SCHAEFER ESTATE TR. WILLIAM H. SCHAEFER, TRUSTEE P. O. Box 2366 Conroe, TX 77305	Royalty 50% x 1/16 x 87.778/608.495 + 50% x 1/16 x 239.554/608.495	.01681050
DAVID A. SCOTT 124 Solomon Lane Midland, TX 79705	Royalty 1/12 x 1/5 x 98.017/608.495	.00268470
M. L. SCOTT and wife DOROTHY SCOTT P. O. Box 482 Katy, TX for life, with remainder to RONALD L. SCOTT RANDY SCOTT TRUST DAVID A. SCOTT	Royalty 1/4 x 1/5 x 98.017/608.495	.00805410
RANDY SCOTT TRUST CHARLES RANDALL SCOTT, Tr. 4814 Bayou Vista Houston, TX 77091	Royalty 1/12 x 1/5 x 98.017/608.495	.00268470
RONALD L. SCOTT P. O. Box 993 Katy, TX 77492	Royalty 1/12 x 1/5 x 98.017/608.495	.00268470
TAMERA JEAN THREADGILL 518 Brompton Lane Highlands, TX 77562	Royalty 1/8 x 5/48 x 239.554/608.495 + 1/4 x 1/3 x .0205043	.00683480
LINDA DEGELIA TROJACEK 12 Hughes Drive Hearne, TX 77859	Royalty 1/3 x .0205043	.00683480
CINDY DEGELIA WALLACE 5 Patinka Drive Hearne, TX 77859	Royalty 1/3 x .0205043	.00683480

69580 001 EXHIBIT "B" #803

ROBERTSON COUNTY, TEXAS

George Antonio Nixon A – 31



Bottom Location #1
22585' to E SL
31020' to N SL
548.15' to W SL
649.51' to NE LL
1821.69' to N Cor. L
N35°31'42"W – 865.42' Surface to PP

Bottom Location #2
22515' to E SL
31010' to N SL
619.44' to W SL
578.98' to NE LL
1816.97' to N Cor. L
N37°21'31"W – 286.09' Surface to PP

Bottom Location #3
1819.48' to N Cor. L
619.53' to NE LL
578.53' to W SL
22555' to E SL
31015' to N SL
N37°21'31"W – 286.09' Surface to PP
N38°32'04"W – 5214.42' PP to Bhl #3

Penetration Point #1 = 958.07' SW LL, 1605.86' SE LL

Penetration Point #2 & #3 = 516.02' SW LL, 1026.39' SE LL

Unit Calls		
1	N 59°21'31" E	1948.57'
2	S 32°26'45" E	2685.87'
3	S 57°07'12" W	1222.77'
4	S 57°05'03" W	729.13'
5	S 32°21'28" E	30.00'
6	S 57°05'03" W	256.50'
7	S 10°33'04" E	2020.72'
8	S 56°18'04" W	1452.46'
9	N 33°59'31" W	833.78'
10	N 78°59'31" W	660.44' C
11	N 33°59'31" W	633.09'
12	S 58°58'35" W	1108.88'
13	S 12°07'36" E	325.30'
14	S 07°24'49" E	422.47'
15	S 82°36'31" W	417.47'
16	N 09°32'53" W	442.69'
17	N 11°19'34" W	467.41'
18	N 09°04'03" W	462.79'
19	N 14°44'26" W	501.91'
20	N 19°46'30" W	513.41'
21	N 19°45'36" W	361.44'
22	N 26°08'43" W	418.30'
23	N 21°12'09" W	510.52'
24	N 17°47'30" W	646.36'
25	N 23°00'53" W	372.79'
26	N 25°08'30" W	411.95'
27	N 29°49'48" W	481.82'
28	N 36°59'23" W	565.05'
29	N 38°29'58" W	444.02'
30	N 43°40'26" W	211.94'
31	N 58°09'27" E	358.46'
32	N 58°09'27" E	592.30'
33	S 54°57'48" E	2679.01'
34	S 70°57'23" E	275.52' C
35	S 86°56'57" E	1085.80'
36	N 59°21'31" E	551.43'

Tract	Lessor	Lease #	Deed	Area
1	Mary G. Perrone, Trustee	#2-7375	639/663	87.778 acres
2	Beatrice Degelia		225/235	239.554 acres
3	Charles S. Cotropia, Agent		110/143	98.017 acres
4A	State of Texas Oil and Gas Lease No. M-97710	#2-07885	670/724	23.976 acres
4B	State of Texas Oil and Gas Lease No. M-98950	#2-08483	705/383	37.243 acres
5	Michael L. Muse, et ux		444/154	41.091 acres
6	Mary Falco Muse	#2-07434	292/785	40.571 acres
7	Mary G. Perrone, Trustee, et al	#2-07378	468/243	40.265 acres
			Total	608.495 acres

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.23 miles S25°W from Hearne, Robertson County, Texas. Latitude 30°48'27" North Longitude 96°37'42" West Elevation 264 above MSL (scalec) USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

STATE OF TEXAS REGISTERED WILLIAM E. WEISER 4428 PROFESSIONAL LAND SURVEYOR

Staked in July 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | Broughton Perrone Unit # 1 | 608.495 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 10-2-97 | Scale: 1"= 2000' | Book , Page
Disk: | Revised: 03-06-98 | Rev. #5-G | Dwg # 971452 | W.O. # 971452

Official Public Records

35369

Accepted for Filing in:
Robertson County

On: Apr 28,1998 at 09:18A

By,
Carol Bancroft

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation and the Georgetown Formation which together are defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 6,150 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit,

according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 614.253 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of December 2, 1997; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was or is first produced.

Document 0981993 Volm 709 Page 426

VOL. 772 PAGE 470
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 4/9/98

STATE OF TEXAS

By: Garry Mauro
Garry Mauro, Commissioner
of the General Land Office

Legal
Content
Geology
Execution

Date Executed 3-06-98

CLAYTON WILLIAMS ENERGY, INC.

By:
Jerry F. Groner, Vice-President,
Land & Lease Administration

ATTEST:

VOL. 772 PAGE 471
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0981993 Volm 709 Page 427

Official Public Records

Date Executed _____

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David

Carolyn J. David

Its: Attorney-In-Fact

ATTEST:

_____

LDW
AMA

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at meetings of, the School Land Board duly held on the 2nd day of December, 1997 and on the 20th day of January, 1998, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 8th day of April, 1998.

Linda K. Fisher
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on March 6, 1998, by Jerry F. Groner as Vice-President, Land & Lease Administration of Clayton Williams Energy, Inc., a DELAWARE corporation, on behalf of said corporation.

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 3-30-01

Margarita L. Rowley
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on April 1, 1998, by Carolyn J. David as Attorney-In-Fact of Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.

CYNTHIA E. SEWELL
Notary Public
STATE OF TEXAS
My Comm. Exp. April 22, 2001

Cynthia E. Sewell
Notary Public in and for the
State of Texas

Document 0981993 Volm 709 Page 428

VOL. 772 PAGE 472
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "A"

(Attached to Pooling Agreement for the
Clayton Williams Energy, Inc., - Broughton-Perrone Unit #1)

LEASE #1: Oil and Gas Lease dated 11-20-95 from Mary Grace Perrone, Trustee of the Mike M. Perrone Family Trust, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas,covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 87.778 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 87.778 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

LEASE #2: Oil and Gas Lease dated 07-14-96 from Beatrice A. Degelia, Individually and as Independent Executrix of the Estate of Sam Degelia, Deceased, Cynthia Ann Wallace and Linda Trojacek, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 614, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, as more particularly described in the attached Exhibit "B", being included in this unit.

LEASE #3: Oil and Gas Lease dated 06-17-96 from Tamera Jean Threadgill, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 619, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #4: Oil and Gas Lease dated 06-17-96 from James Craig Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, Page 629, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #5: Oil and Gas Lease dated 06-17-96 from Sam Robert Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, Page 044, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #6: Oil and Gas Lease dated 06-17-96 from John David Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, Page 097, Official Records, Robertson County, Texas,covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease #2, being included in this unit.

LEASE #7: Oil and Gas Lease dated 08-10-95 from Charles S. Cotropia, Agent and Attorney-in-Fact for Pauline Cotropia, as Lessor, to Broughton Associates Joint Venture, as Lessee, recorded in Volume 640, Page 471, Official Records, Robertson County, Texas,covering 378.75 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, as more particularly described in the attached Exhibit "B" being included in this unit.

LEASE #8: Oil and Gas Lease dated 11-07-96 from Charles S. Cotropia and Joseph P. Cotropia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 666, Page 582, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #9: Oil and Gas Lease dated 07-25-96 from Ronald L. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 635, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #10: Oil and Gas Lease dated 07-25-96 from Charles R. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 641, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #11: Oil and Gas Lease dated 07-25-96 from David A. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 647, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #12: Oil and Gas Lease dated 07-25-96 from M. L. Scott and wife, Dorothy S. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, Page 645, Official Records, Robertson County, Texas,covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease #7, being included in this unit.

LEASE #13 Oil and Gas Lease dated 01-07-97 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.976 acres out of the lands described therein, located in the Brazos River joining the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.976 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease # 207885)

LEASE #14 Oil and Gas Lease dated 01-06-98 from The State of Texas M-98950, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 705, Page 383, Official Records, Robertson County, Texas, and Volume 769, Page 392, Official Records, Milam County, Texas, covering 43.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 37.243 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 37.243 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #208483)

LEASE #15: Oil and Gas Lease dated 10-17-95 from Michael L. Muse and wife, Angeline B. Muse, as Lessor, to Broughton Associates Joint Venture, as Lessee, recorded by Memorandum in Volume 641, Page 243, Official Records, Robertson County, Texas,covering 863.465 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 41.091 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 41.091 acres, as more particularly described in the attached Exhibit "B" being included in this unit.

LEASE #16: Oil and Gas Lease dated 02-14-96 from Mary Falco Muse, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 647, Page 673, Official Records, Robertson County, Texas,covering 447.36 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.571 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.571 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07434)

LEASE #17: Oil and Gas Lease dated 11-20-95 from Mary Grace Perrone, Trustee, etal, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 299, Official Records, Robertson County, Texas,covering 40.360 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.265 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.265 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07378)

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

Broughton Perrone Unit #1

Unit Description

BEING 608.495 acres of land, a part of the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 87.778 acres being a part of that certain 358.98 acre (Second Tract) conveyed to Judith Marie Perrone McCrady, et al by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas.

Tract 2: 239.554 acres being a part of that certain called 229.93 acre tract conveyed to Sam Degelia, Sr., et al by deed recorded in volume 225, page 235 of the Deed Records of Robertson County, Texas.

Tract 3: 98.017 acres being a part of that certain 378-3/4 acre tract conveyed to Joe Cotropia and wife, Pauline Cotropia by deed recorded in volume 110, page 143 of the Deed Records of Robertson County, Texas.

Tract 4A: 23.976 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-97710 from the State of Texas, same as recorded in volume 670, page 724 of the Deed Records of Robertson County, Texas.

Tract 4B: 37.243 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-98950 from the State of Texas, same as recorded in volume 705, page 383 of the Deed Records of Robertson County, Texas.

Tract 5: 41.091 acres being all of that certain 40.36 acre (Second Tract) conveyed to Michael L. Muse by deed recorded in volume 444, page 154 of the Deed Records of Robertson County, Texas.

Tract 6: 40.571 acres being all of that certain 40.36 acre tract conveyed to Mary Falco Muse by deed recorded in volume 292, page 785 of the Deed Records of Robertson County, Texas.

Tract 7: 40.265 acres being all of that certain 40.36 acre tract conveyed to Mike M. Perrone, et al by deed recorded in volume 468, page 243 of the Deed Records of Robertson County, Texas.

Said 608.495 acre unit being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the Southeast line of said Joe Cotropia tract, for the North corner of said Sam Degelia, Sr., et al tract, the West corner of said Michael Muse tract and for an angle point hereof;

THENCE with the Southeast line of said Joe Cotropia tract, the Northwest line of said Michael Muse tract, North 59 deg. 21 min. 31 sec. East at 651.29 feet passing a point for the North corner of said Michael Muse tract, the West corner of said Mary Muse tract, said point bears South 32 deg. 21 min. 28 sec. East -1.34 feet from a 1/2 inch iron rod found for reference, at 1300.37 feet passing a point for the North corner of said Mary Muse tract, the West corner of said Mike Perrone tract, said point bears South 32 deg. 21 min. 28 sec. East -.052 feet from a 1/2 inch iron rod found for reference and continuing a total distance of 1948.57 feet to a point in the Southwest margin of Union Pacific Railroad Right of Way, for the East corner of said Joe Cotropia, the North corner of said Mike Perrone and for the Easterly North corner hereof; said point bears North 59 deg. 21 min. 31 sec. East -0.66 feet from a cross tie corner post found for reference hereof;

THENCE with the Southwest margin of said Union Pacific Railroad Right of Way, the

Northeast line of said Mike Perrone tract, **South 32 deg. 26 min. 45 sec. East 2685.87 feet** to a point for the North corner of a 30 foot lane referred to in said Michael Muse deed, said Mary Muse deed and said Mike Perrone deed, for the East corner of said Mike Perrone tract and for the Northerly East corner hereof; said point bears North 32 deg. 26 min. 45 sec. West - 30.00 feet from a calculated point for the North corner of a 80.19 acre (First Tract) conveyed to Judith Marie Perrone McCrady, et al by deed recorded in volume 639, page 663, the East corner of said 30 foot lane and also bears North 32 deg. 00 min. 38 sec. West - 30.00 feet from a 7 inch treated corner post found for reference hereof;

THENCE with the Northwest line of said 30 foot lane, the Southeast line of said Mike Perrone tract, **South 57 deg. 07 min. 12 sec. West** at 652.06 feet passing the South corner of said Mike Perrone tract, the East corner of said Mary Muse tract, and continuing a total distance of **1222.77 feet** to a point for an angle point hereof;

THENCE continuing with the Northwest line of said 30 foot lane, the Southeast line of said Mary Muse tract, **South 57 deg. 05 min. 03 sec. West** at 78.11 feet passing the South corner of said Mary Muse tract, the East corner of said Michael Muse tract and continuing a total distance of **729.13 feet** to a point in the Northeast line of said Sam Degelia, Sr., et al tract, for the West corner of said 30 foot lane, the South corner of said Michael Muse tract and for an interior corner hereof; said point bears South 45 deg. 15 min. 32 sec. East -3.26 feet from a cross tie corner post found for reference hereof;

THENCE with the Northeast line of said Sam Degelia, Sr, et al tract, the Southwest line of said 30 foot lane, **South 32 deg. 21 min. 28 sec. East 30.00 feet** to a point in the Northwest line of said 358.98 acre Judith McCrady, et al tract, for the South corner of said 30 foot lane, the East corner of said Sam Degelia, Sr., et al tract and for an East corner hereof; said point for corner bears North 32 deg. 21 min. 28 sec. West - 0.54 feet from a 4 inch treated corner post found for reference hereof;

THENCE with the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract, **South 57 deg. 05 min.** 03 sec. West **256.50 feet** to a point for an interior corner hereof;

THENCE across said 358.98 acre Judith McCrady, et al tract, **South 10 deg. 33 min. 04 sec. East 2020.72 feet** to a point for the Southerly East corner hereof; said point for corner bears South 85 deg. 55 min. 10 sec. West - 1989.56 feet from a 1/2 inch iron rod found in the Northwest line of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 36, page 135, for the South corner of said 80.19 acre Judith McCrady, et al tract, the East corner of said 358.98 acre Judith McCrady, et al tract and for reference hereof;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **South 56 deg. 18 min. 04 sec. West 1452.46 feet** to a point for the Southerly South corner hereof;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 833.78 feet** to a point of curvature of a curve to the left;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, with said curve to the left with the following curve data: **Radius = 467.00 feet, Delta = 90 deg. 00 min. 00 sec., Arc = 733.56 feet,** and the **Chord** bearing and distance = **North 78 deg. 59 min. 31 sec. West - 660.44 feet** to a point for the point of curvature of said curve;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 633.09 feet** to a point in the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof;

THENCE with the Northwest line of said 358.98 acre Judith McCrady, et al tract, the Southeast line of said Sam Degelia, Sr., et al tract, **South 58 deg. 58 min. 35 sec. West 1108.88 feet** to a point on the East gradient boundary of the Brazos River (Tract 4A), for the South corner of said Sam Degelia, Sr., et al tract, the Northerly West corner of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof; said point bears South 58 deg. 58 min. 35 sec. West - 408.00 feet from a 6 inch pipe corner post found for reference hereof;

THENCE with the East gradient boundary of said Brazos River (Tract 4A), the West line

VOL. 772 PAGE 477
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0981993 Volm 709 Page 433

of said 358.98 acre Judith McCrady, et al tract, **South 12 deg. 07 min. 36 sec. East 325.30 feet** and **South 07 deg. 24 min. 49 sec. East 422.47 feet** to a point for the Southeast corner of said Tract 4A and for a Southeast corner hereof;

THENCE across said Brazos River, with the South line of said Tract 4A, **South 82 deg. 36 min. 31 sec. West 417.47 feet** to a point on the West gradient boundary of said Brazos River, for a Southwest corner of said Tract 4A and for the Southwest corner hereof;

THENCE with the West gradient boundary of said Brazos River, the West lines of said Tract 4A and said Tract 4B as follows:

North 09 deg. 32 min. 53 sec. West 442.69 feet to a point;
North 11 deg. 19 min. 34 sec. West 467.41 feet to a point;
North 09 deg. 04 min. 03 sec. West 462.79 feet to a point;
North 14 deg. 44 min. 26 sec. West 501.91 feet to a point;
North 19 deg. 46 min. 30 sec. West 513.41 feet to a point;
North 19 deg. 45 min. 36 sec. West 361.44 feet to a point;
North 26 deg. 08 min. 43 sec. West 418.30 feet to a point;
North 21 deg. 12 min. 09 sec. West 510.52 feet to a point;
North 17 deg. 47 min. 30 sec. West 646.36 feet to a point;
North 23 deg. 00 min. 53 sec. West 372.79 feet to a point;
North 25 deg. 08 min. 30 sec. West 411.95 feet to a point;
North 29 deg. 49 min. 48 sec. West 481.82 feet to a point;
North 36 deg. 59 min. 23 sec. West 565.05 feet to a point;
North 38 deg. 29 min. 58 sec. West 444.02 feet to a point;
North 43 deg. 40 min. 26 sec. West 211.94 feet to a point for the West corner of said Tract 4B and for the Northerly West corner hereof;

THENCE across said Brazos River, with the Northwest line of said Tract 4B, **North 58 deg. 09 min. 27 sec. East 358.46 feet** to a point on the Northeast gradient boundary of said Brazos River, for the for the South corner of a 185 acre (First Tract) conveyed to Giovanna A. Mayfield by deed recorded in volume 624, page 735, the West corner of said Joe Cotropia tract and the North corner of said Tract 4B; said point bears South 58 deg. 09 min. 27 sec. West -171.45 feet from a fence corner post found for reference hereof;

THENCE with the Southeast line of said Mayfield tract, the Northwest line of said Joe Cotropia tract, **North 58 deg. 09 min. 27 sec. East 592.30 feet** to a point for the Northerly North corner hereof;

THENCE across said Joe Cotropia tract, **South 54 deg. 57 min. 48 sec. East 2679.01 feet** to a point for the point of curvature of a curve to the left;

THENCE continuing across said Joe Cotropia tract, with said curve to the left with the following curve data: **Radius = 500.00 feet, Delta = 31 deg. 59 min. 09 sec., Arc = 279.13 feet,** and the **Chord** bearing and distance = **South 70 deg. 57 min. 23 sec. East - 275.52 feet** to the point of curvature of said curve to the left;

THENCE continuing across said Joe Cotropia tract, **South 86 deg. 56 min. 57 sec. East 1085.80 feet** to a point in the Northwest line of said Sam Degelia, Sr., et al tract, the Southeast line of said Joe Cotropia tract, **North 59 deg. 21 min. 31 sec. East 551.43 feet** to the **PLACE OF BEGINNING** and containing **608.495 acres** of land.

Bearings are Astronomic based upon a Solar Observation, Hour Angle Method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in July, 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 3-9-98

Document 0981993 Volm 709 Page 434

478

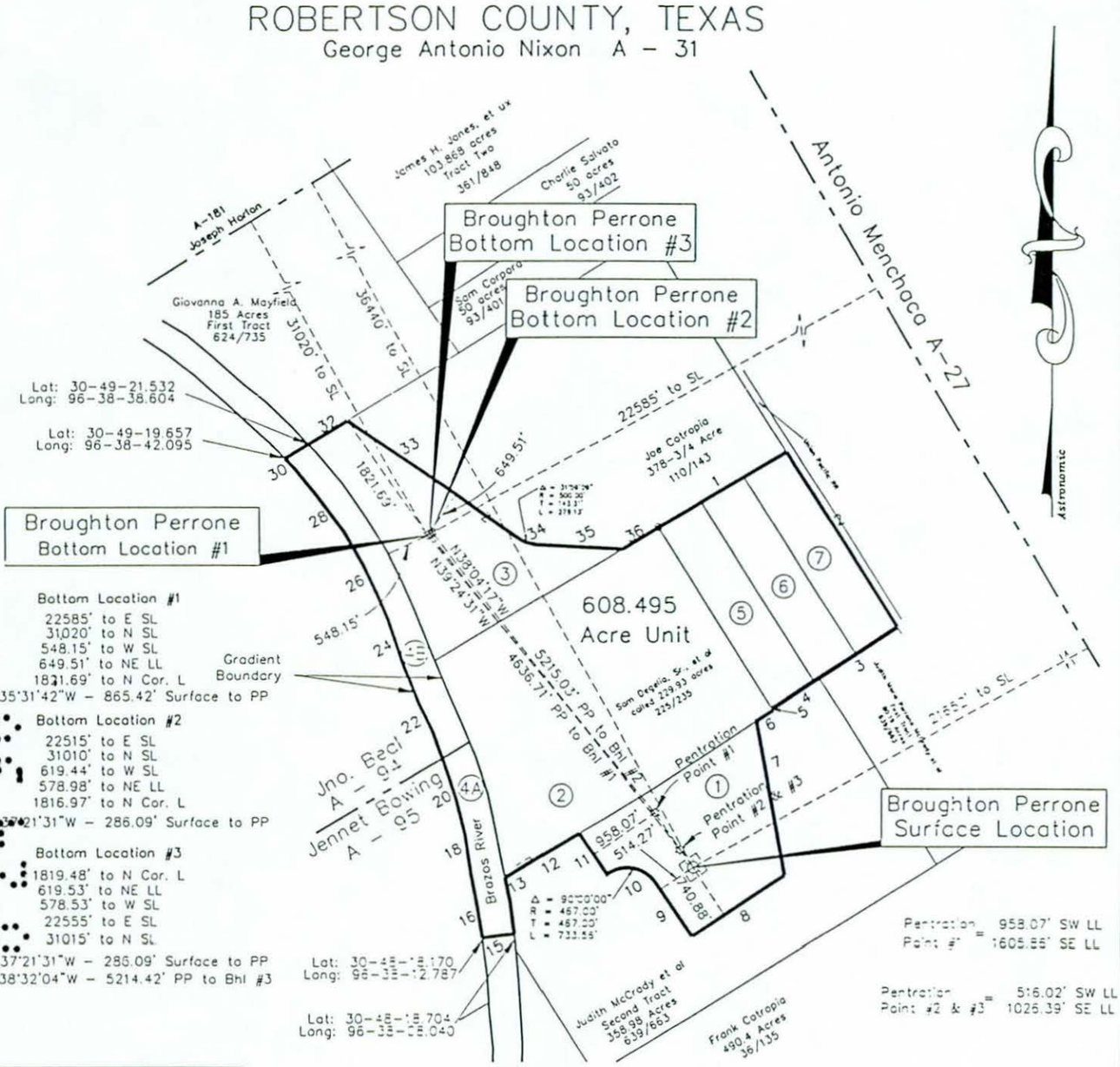
VOL. 772 PAGE

OFFICIAL RECORDS
MILAM COUNTY, TEXAS

I:\dwgs\145\971452

ROBERTSON COUNTY, TEXAS

George Antonio Nixon A – 31



Bottom Location #1
22585' to E SL
31020' to N SL
548.15' to W SL
649.51' to NE LL
1821.69' to N Cor. L
N35°31'42"W – 865.42' Surface to PP

Bottom Location #2
22515' to E SL
31010' to N SL
619.44' to W SL
578.98' to NE LL
1816.97' to N Cor. L
N37°21'31"W – 286.09' Surface to PP

Bottom Location #3
1819.48' to N Cor. L
619.53' to NE LL
578.53' to W SL
22555' to E SL
31015' to N SL
N37°21'31"W – 286.09' Surface to PP
N38°32'04"W – 5214.42' PP to Bhl #3

Penetration Point #1 = 958.07' SW LL, 1605.86' SE LL

Penetration Point #2 & #3 = 516.02' SW LL, 1026.39' SE LL

Unit Calls		
1	N 59°21'31" E	1948.57'
2	S 32°26'45" E	2685.87'
3	S 57°07'12" W	1222.77'
4	S 57°05'03" W	729.13'
5	S 32°21'28" E	30.00'
6	S 57°05'03" W	256.50'
7	S 10°33'04" E	2020.72'
8	S 56°18'04" W	1452.46'
9	N 33°59'31" W	833.78'
10	N 78°59'31" W	660.44' C
11	N 33°59'31" W	633.09'
12	S 58°58'35" W	1108.88'
13	S 12°07'36" E	325.30'
14	S 07°24'49" E	422.47'
15	S 82°36'31" W	417.47'
16	N 09°32'53" W	442.69'
17	N 11°19'34" W	467.41'
18	N 09°04'03" W	462.79'
19	N 14°44'26" W	501.91'
20	N 19°46'30" W	513.41'
21	N 19°45'36" W	361.44'
22	N 26°08'43" W	418.30'
23	N 21°12'09" W	510.52'
24	N 17°47'30" W	646.36'
25	N 23°00'53" W	372.79'
26	N 25°08'30" W	411.95'
27	N 29°49'48" W	481.82'
28	N 36°59'23" W	565.05'
29	N 38°29'58" W	444.02'
30	N 43°40'26" W	211.94'
31	N 58°09'27" E	358.46'
32	N 58°09'27" E	592.30'
33	S 54°57'48" E	2679.01'
34	S 70°57'23" E	275.52' C
35	S 86°56'57" E	1085.80'
36	N 59°21'31" E	551.43'

Tract	Lessor	Lease #	Deed	Area
1	Mary G. Perrone, Trustee	#2-7375	639/663	87.778 acres
2	Beatrice Degelia		225/235	239.554 acres
3	Charles S. Cotropia, Agent		110/143	98.017 acres
4A	State of Texas Oil and Gas Lease No. M-97710	#2-07885	670/724	23.976 acres
4B	State of Texas Oil and Gas Lease No. M-98950	#2-08483	705/383	37.243 acres
5	Michael L. Muse, et ux		444/154	41.091 acres
6	Mary Falco Muse	#2-07434	292/785	40.571 acres
7	Mary G. Perrone, Trustee, et al	#2-07378	468/243	40.265 acres
			Total	608.495 acres

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.23 miles S25°W from Hearne, Robertson County, Texas. Latitude 30°48'27" North Longitude 96°37'42" West Elevation 264 above MSL (scalec) USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in July 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

VOL. 772 PAGE 479
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Clayton Williams Energy, Inc. | Broughton Perrone Unit # 1 | 608.495 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 10-2-97 | Scale: 1"= 2000' | Book , Page
Disk: | Revised: 03-06-98 | Rev. #5-G | Dwg # 971452 | W.O. # 971452

Returned To.

STATE OF TEXAS COUNTY OF ROBERTSON
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:
Robertson County
as stamped hereon by me.

Apr 28, 1998

Kathryn H. Brimhall, County Clerk
Robertson County

CLERK'S NOTICE: 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.

FILED
AT 8 O'CLOCK A. M
ON THE 8 DAY OF May
A.D., 1998.

La Verne Soefje
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Barbara Vansa DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

La Verne Soefje
County Clerk, Milam County, Texas
VOL. 772 PAGE 469
RECORDED 5-8-98 @ 5PM
BY Barbara Vansa DEPUTY

VOL. 772 PAGE 480
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

LD Clayton Williams

File No. MF-97710

D.O.

Date Filed: 9/29/98

Jerry E. Patterson, Commissioner

By

M-97710 (12)
D.O.
9-29-98

9-24-98

▶ Return each W-1 with plat and applicable fee. Make a check or money order payable to the State Treasurer of Texas.

▶ Address to:
Railroad Commission of Texas
Oil and Gas Division, Drilling Permits
P. O. Box 12967
Austin, Texas 78711-2967

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Application for Permit to Drill, Deepen, Plug Back, or Re-Enter

▶ File a copy of W-1 and plat in RRC District Office ▶ Read Instructions on Back

Form W-1
Rev. 3/93

EFFECTIVE SEPT. 1, 1991, PERMIT APPLICATION FEE WILL VARY ACCORDING TO THE TOTAL DEPTH SHOWN IN ITEM NO. 9 BELOW.
0-2000' - $100, 2001' - 4000' - $125
4001' - 9000' - $150 9001' or deeper - $200

F-1

Purpose of filing (mark appropriate boxes):
[X] Drill [ ] Deepen (below casing) [ ] Deepen (within casing) [ ] Plug Back [ ] Re-Enter
[X] Horizontal [ ] Directional Well [ ] Sidetrack [ ] Amended Permit (enter permit no. at right & explain fully in Remarks)

Enter here, if assigned: ▶ API No. 42- ▶ Permit No. ▶ Rule 37 Case No.

1. Operator's Name (exactly as shown on Form P-5, Organization Report): CLAYTON WILLIAMS ENERGY, INC.
3. RRC Operator No.: 924624
4. RRC District No.: 01
5. County of Well Site: Milam

2. Address (including city and zip code): Six Desta Drive, Suite 3000, Midland, Texas 79705

6. Lease Name (32 spaces maximum): Frazier Unit
7. RRC Lease/ID No.:
8. Well No.: 1
9. Total Depth: 6500'

10. Location
• Section _____ Block _____ Survey SL: Jennett Bowling BHL: George Antonio Nixon Abstract No. A-95 A-31
• This well is to be located 6.4 miles in a SW direction from Hearne, which is the nearest town in the county of the well site.

11. Distance from proposed location to nearest lease or unit line: 467 ft.
12. Number of contiguous acres in lease, pooled unit, or unitized tract: 800 (OUTLINE ON PLAT.)

13. FIELD NAME (Exactly as shown on RRC proration schedule). List all established and wildcat zones of anticipated completion. Attach additional Form W-1's as needed to list these zones. One zone per line.	14. Completion depth	15. Spacing pattern (ft.)	16. Density pattern (acres)	17. Number of acres in drilling unit for this well. OUTLINE ON PLAT.	18. Is this acreage assigned to another well on this lease & in this reservoir? If so, explain in Remarks.	19. Distance from proposed location to nearest applied for, permitted, or completed well, this lease & reservoir. (ft.)	20. Oil, gas, or other type well (Specify)	21. No. of applied for, permitted, or completed locations (including this one) on lease in this reservoir. OIL	GAS
Giddings (Austin Chalk-1)	5510	467/1200	160/80	800	No	N/A	Oil	1	
Giddings (Austin Chalk-3)	5510	467/1200	160/80	800	No	N/A	Oil	1	

M-97110

22. Perpendicular surface location from two nearest designated lines:
• Lease/Unit 467' FNWL and 700' FSWL
• Survey/Section 3515.30' FNWL and 3786' FNEL

If a directional well, show also projected bottom-hole location:
• Lease/Unit 631.40' FSEL and 2372.42' FNEL
• Survey/Section 280.74' FSEL and 28,600' FNEL

23. Is this a pooled unit?
Yes [X] ▶ (Attach Form P-12 and certified plat.) No [ ]

24. Is Item 17 less than Item 16 (substandard acreage for any field applied for)?
Yes [ ] ▶ (Attach Form W-1A) No [X]

25. Is this wellbore subject to Statewide Rule 36 (hydrogen sulfide area)? Yes [ ] No [X] If subject to Rule 36, is Form H-9 filed? Yes [ ] No [ ] ▶ If not filed, explain in Remarks.

26. Do you have the right to develop the minerals under any right-of-way that crosses, or is contiguous to, this tract? If not, and if the well requires a Rule 37 or 38 exception, see Instructions for Rule 37. Yes [X] No [ ]

Remarks

Penetration Point same as Surface Location.

Bottom Hole Location is located in Robertson County.

I certify that information stated in this application is true and complete, to the best of my knowledge.

Robin S. McCarley
Signature

Robin S. McCarley, Production Analyst
Name and title of operator's representative

04 28 97
Date mo. day yr.

(915) 682-6324
Tel.: Area Code Number

• RRC Use Only •

File No. M-97710

W-1

Date Filed: 12/8/98

Jerry E. Patterson, Commissioner

By

(13) M-97710
W-1
12-8-98

4

10-30-95

Type or print only

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

F-2

Form W-2
Rev. 4/1/83
PETON 0597

M-97710

API No. 42- 331-33480

7. RRC District No. 03

8. RRC Lease No.

Oil Well Potential Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat): Giddings (Austin Chalk-3)

2. LEASE NAME: Frazier Unit

9. Well No.: 1

3. OPERATOR'S NAME (Exactly as shown on form P-5, Organization Report): Clayton Williams Energy, Inc.

RRC Operator No.: 924624

10. County of well site: Milam

4. ADDRESS: Six Desta Drive, Suite 3000 Midland, Texas 79705

11. Purpose of filing
- Initial Potential [X]
- Retest [ ]
- Reclass [ ]
- Well record only (explain in Remarks) [ ]

5. If Operator has changed within last 60 days, name former operator

6a. Location (Section. Block. and Survey): Jennett Bowling Survey, A-95

6b. distance and direction to nearest town in this county.: 6.4 miles SW from Hearne

12. If workover or reclass, give former field (with reservoir) & gas ID or oil lease no.
FIELD &RESERVOIR

GAS ID or OIL LEASE #

Oil - O Gas - G

WELL NO.

13. Type of electric or other log run: GR

14. Completion or recompletion date: 06/17/97

SECTION I: POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified in field rules.

15. Date of test	16. No. of hours tested	17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump)	18. Choke size
06/20/97	24	Flowing	24/64

19. Production during Test Period ▶	Oil - BBLS	Gas - MCF	Water - BBLS	Gas - Oil Ratio	Flowing Tubing Pressure
	865	200	142	231	390 PSI
20. Calculated 24-Hour Rate ▶	**Oil - BBLS**	**Gas - MCF**	**Water - BBLS**	**Oil Gravity-API-60°**	**Casing Pressure**
				33.3	105 PSI

21. Was swab used during this test? Yes [ ] No [X]

22. Oil produced prior to test (New & Reworked wells): 1940 bbls

23. Injection Gas-Oil Ratio

REMARKS:

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District office within **30** days after completing a well and within **10** days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was recieved in the District Office, (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

WELL TESTER'S CERTIFICATION

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by observation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the potential test data shown above is true, correct, and complete, to the best of my knowledge.

Signature: Well Tester | Name of Company | RRC Representative

OPERATOR'S CERTIFICATION

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.

Robin S. McCarley
Typed or printed name of operator's representative

Production Analyst
Title of Person

(915) 682-6324
Telephone: Area Code Number

07/17/97
Date: mo. day year

Robin S. McCarley
Signature

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

24. Type of Completion: New Well [X] Deepening [ ] Plug Back [ ] Other [ ]

25. Permit to Drill, Plug Back or Deepen — DATE: 04/30/97 — PERMIT NO.: 461741
Rule 37 Exception — CASE NO.:
Water Injection Permit — PERMIT NO.:
Salt Water Disposal Permit — PERMIT NO.:
Other — PERMIT NO.:

26. Notice of Intention to Drill this well was filed in Name of
Clayton Williams Energy, Inc.

27. Number of producing wells on this lease in this field (reservoir) inculding this well: 1

28. Total number of acres in this lease: 800

29. Date Plug Back, Deepening, WorkOver or Drilling Operations: Commenced 05/08/97; Completed 06/01/97

30. Distance to nearest well, Same Lease & Reservoir: NA

31. Location of well, relative to nearest lease boundaries of lease on which this well is located: 467 Feet From NW Line and 700 Feet from SW Line of the Frazier Unit Lease

32. Elevation (DF, RKB, RT, GR, ETC.): 283' RKB

33. Was directional survey made other than inclination (Form W-12)? [X] Yes [ ] No

34. Top of Pay: 5800 | 35. Total Depth: 11486 | 36. P.B. Depth: | 37. Surface Casing Determined By: Field Rules [ ] Recommendation of T.D.W.R. [ ] Dt. of Letter: | Railroad Commission (Special) [X] Dt. of Letter: 05/05/97

38. Is well multiple completion? No

39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No.

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

40. Intervals Drilled by: Rotary Tools [X] Cable Tools [ ]

41. Name of Drilling Contractor: Big E Drilling

42. Is Cementing Affidavit Attached? [X] Yes [ ] No

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

CASING SIZE	WT#/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
9-5/8	36#	1042		305 sx Class A	12-1/4	Surface	665
7	26	5878		130 sx Class H	8-3/4	4811	176
7			2666	440 sx Class A	8-3/4	Surface	1012

44. LINER RECORD

Size	TOP	Bottom	Sacks Cement	Screen

45. TUBING RECORD

Size	Depth Set	Packer Set
2-7/8	5131	

46. Producing Interval (this completion) Indicate depth of perforation or open hole

From	5878	To	11,475
From	5878	To	11,486
From		To	
From		To	

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

Depth Interval	Amount and Kind of Material Used
5878 - 11,475	Waterfrac w/36,391 bbls treated water + 25,326 gals 15%
5878 - 11,486	gelled acid + 18,500# wax diverter

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

Formations	Depth	Formations	Depth
Austin Chalk	5800		

REMARKS: All depths are measured depths

File No. mf-97710

W-2

Date Filed: 12/8/98

Jerry E. Patterson, Commissioner

By

(14) M-97710
W-2
12-8-98

10-30-01

Lease Form
Revised 01/96
G - FXD/R

2-01885

The State of Texas

28266

Official Public Records

Austin, Texas

Accepted for Filing in:
Robertson County, Texas
On: Feb 17, 1997 at 10:45A
By,
Carol Bancroft

OIL AND GAS LEASE
NO. M-97710

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

TRACT 6, BRAZOS RIVER, MILAM AND ROBERTSON COUNTIES, TEXAS, CONTAINING APPROXIMATELY 245 ACRES, IS BOUND ON THE NORTH BY AN EASTERLY EXTENSION OF THE NORTH LINE OF THE JENNET BOWEN SURVEY, A-95, AND IS BOUND ON THE SOUTH BY AN EASTERLY EXTENSION OF THE SOUTH LINE OF THE CHAS. CHEVAILLIER SURVEY, A-122, BOTH SURVEYS BEING IN MILAM COUNTY, TEXAS,

was, after being duly advertised, offered for lease on the 7th day of January, 1997, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the 7th day of January, 1997, hereinafter the "effective date" and it was found and determined that Clayton Williams Energy, Inc. whose address is 6 Desta Drive, Suite 3000, Midland, Texas 79705-5521 had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Garry Mauro, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of Twenty Five Thousand Seven Hundred Twenty Five and 00/100 Dollars ($25,725.00), receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. RESERVATION: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted and to the extent herein granted to Lessee, together with the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. TERM: Subject to the other provisions hereof, this lease shall be for a term of three (3) years from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. DELAY RENTALS: If no well be commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the sum of five Dollars ($5.00), per acre, which shall operate as rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof.

4. PRODUCTION ROYALTIES: Upon production of oil and/or gas, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

Document 0970769 Volm 670 Page 724

VOL 744 PAGE 271
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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.
ATTEST March 17 19 97

La Verne Soefje
County Clerk
Milam County, Texas

BY Jeanette Hundle

JEANETTE HUNDLE

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the ell and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other quipment, as hereinafter provided, 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such alue to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other iquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market rice thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever s the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the equirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous ubstances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) 1/4 part of the gross production the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 ounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for essure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or her liquid hydrocarbons, 1/4 part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas tributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid drocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, en the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party ocessing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the ghest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective yalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or quid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the ighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, all the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting quid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, 1/4 rt of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined follows:

(1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
(2) On the basis of the average gross sale price of each product for the same month in which such products are produced; ichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the st of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less an 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under is lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, mpressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. sor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or plied, under this lease.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this lease's proportionate share any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to royalty thereon under the royalty provisions of this lease.

(H) MINIMUM ROYALTY: During any year after the expiration of the primary term of this lease, if this lease is maintained production, the royalties paid to Lessor in no event shall be less than an amount equal to the total annual delay rental herein vided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease um equal to the total annual rental less the amount of royalties paid during the preceding year.

(I) MARGINAL PRODUCTION ROYALTY: Upon Lessee's written application, the School Land Board may reduce the royalty rate set in this paragraph and/or the minimum royalty set out in subparagraph 4 (H) to extend the economic life of this lease and encourage overy of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any ool Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

Document 0970769 Volm 670 Page 725

VOL 741 PAGE 272
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THE STATE OF TEXAS MILAM COUNTY

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5. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that 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, then 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.

6. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. RETAINED ACREAGE: Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

3 Document 0970769 Volm 670 Page 726

VOL 744 PAGE 273
OFFICIAL RECORDS
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BY: Jeanette Hundle

JEANETTE HUNDLE

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than $1,200 a year for each well capable of producing oil or gas in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

Document 0970769 Vol 670 Page 727

VOL. 741 PAGE 274
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THE STATE OF TEXAS
MILAM COUNTY

BY: Jeanette Hundle

JEANETTE HUNDLE

N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. 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.

18. RELEASES: 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 filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. FORFEITURE: If Lessee shall fail or refuse to make the 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, the School Land Board, or the Railroad Commission, 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 Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the 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 to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation 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.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land, payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's

VOL 741 PAGE 275
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0970769 Volm 670 Page 729

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County Clerk
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12. COMPENSATORY ROYALTIES: If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars ($3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars ($6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

15. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) UPLANDS: Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) SUBMERGED LANDS: No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) RIVERS: To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. ASSIGNMENTS: The lease may be transferred at any time. All transfers must reference the lease by the file number and must be recorded in the county where the area 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

VOL 741 PAGE 270
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Document 0970769 Volm 670 Page 728

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.
ATTEST March 14 19 97
La Verne Soefje
County Clerk
Milam County, Texas
BY Jeanette Hundle

JEANETTE HUNDLE

obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. **RAILROAD COMMISSION HEARINGS ON GAS:** 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 of Texas 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. However, the Railroad Commission of Texas may grant exceptions to these provisions as set forth in N.R.C. Section 52.296.

26. **LEASE SECURITY:** Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

27. **REDUCTION OF PAYMENTS:** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

28. **SUCCESSORS AND ASSIGNS:** The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

29. **ANTIQUITIES CODE:** In the event that any feature of archeological or historical interest is encountered during the activities authorized by this lease, Lessee will immediately cease activities and will immediately notify the General Land Office and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470). Lessee shall comply with the Antiquities Code of Texas, Chapter 191, Natural Resources Code, as amended.

30. **VENUE:** Lessor and lessee, including lessee's successors and assigns, hereby agree that venue for any dispute arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

31. **LEASE FILING:** Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

VOL 744 PAGE 277
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

7

Document 0970769 Volm 670 Page 730

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.
ATTEST March 17 1997

La Verne Soefje
County Clerk
Milam County, Texas

BY Jeanette Hundle
JEANETTE HUNDLE

32. EXECUTION: This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county cords and in the General Land Office of the State of Texas.

CLAYTON WILLIAMS ENERGY, INC.
LESSEE

BY: _____
Jerry F. Groner
TITLE: Vice-President, Land & Lease Administration
DATE: 2-12-97

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal f the General Land Office.

_____
COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED
Contents
Legal
DC
SD
Exec

TATE OF Texas

OUNTY OF Midland

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Jerry F. Groner
nown to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President, Land & Lease Administration of
Clayton Williams Energy, Inc. and acknowledged to me that he executed the same
or the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 12th day of February 19 97.

MARGARITA L. ROWLEY
Notary Public
State of Texas
Commission Expires 8-30-98

_____
Notary Public in and for Midland
County, State of Texas

STATE OF TEXAS COUNTY OF ROBERTSON
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:
Robertson County, Texas
as stamped hereon by me.

Feb 17,1997

Mary D. Reagan, County Clerk
Robertson County, Texas

CLAYTON WILLIAMS ENERGY, INC.
Attn: Land Dept. -33 00 (8)
3 Desta Drive, Suite 3000
Midland, Texas 79705

8

Document 0970769 Vol# 670 Page 731

VOL 744 PAGE 278
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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.
ATTEST March 17 19 97

La Verne Soefje
County Clerk
Milam County, Texas

BY _____

JEANETTE HUNDLE

CLERK'S NOTICE: 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.

FILED
AT 8 O'CLOCK A M
ON THE 27th DAY OF Feb
A.D., 19 97.

La Verne Soefje
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Joan Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

La Verne Soefje
County Clerk, Milam County, Texas
VOL 744 PAGE 271
RECORDED 2-27-97 @ 5:00 P.M.
BY Joan Pratt DEPUTY

JOAN PRATT

741 279
VOL PAGE
OFFICIAL RECORDS
MILAM COUNTY

C.W.E.

23A

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.
ATTEST March 17 1997

La Verne Soefje
County Clerk
Milam County, Texas

BY Jeanette Hundle

JEANETTE HUNDLE

15

File No. MF097710

Certified Lease

Date Filed: 3/24/97

David Dewhurst, Commissioner

By

3-24-97

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

TEXAS GENERAL LAND OFFICE
P.O. BOX 12873
AUSTIN, TEXAS 78711-2873

03111

C Liberty 640 M-97710

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Clayton Williams

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)*

B. Date of Delivery 10-18-00

C. Signature

X Margarita Rowley ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)*

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

Texas General Land Office

David Dewhurst Commissioner

October 13, 2000

CERTIFIED MAIL 700 0520 0023 2503 5710

CLAYTON WILLIAMS INC
SIX DESTA DRIVE STE 3000
MIDLAND TX 79705

RE: Notice of underpayment on State Lease M-097710 and M-098950.

Dear Sir or Madam:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Clayton Williams Energy Inc. Through this review, it was determined that $4,817.96 has been underpaid to the State for the reporting period November 1997. This amount comprises $3,428.27 in additional royalty, $395.67 in penalty and $994.02 in interest, which has been computed through November 7, 2000, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

- A brief summary of our review (Attachment I);
- Schedule supporting our royalty, penalty and interest calculations (Attachment II), and;
- Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. We will prepare the GLO-1 Reports for correction of the delinquent amounts reflected in this notice. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

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

If you have any questions, please call Carl Liberty at (512) 475-1493.

Sincerely,

Paul Dvorak

Paul Dvorak, Supervisor
Royalty Audit/ Energy Resources

PD/cl

ATTACHMENT I

REVIEW SUMMARY

State Lease M-097710 and M-098950

We have reviewed our records for the period of November 1997 through August 1998, to determine whether or not royalty for oil has been reported and paid correctly with respect to volume and price. Volumes reported to the Texas General Land Office (TGLO) were compared to volumes reported to the Texas Railroad Commission (TRRC) with any differences being noted. We also reviewed the lease agreement to determine if payment for the aforementioned is due.

As a result of this review, it was determined that oil dispositions were reported and royalty was paid for this period but was not sufficient. Therefore, we have concluded that additional royalty is due in the following amount.

Royalty	Penalty	Interest	Total
$3,428.27	$395.67	$994.02	$4,817.96

(See attachment II for supporting calculations)

CLAYTON WILLIAMS INC
STATE LEASE M-97710 & 98950 UNIT 2681, 2670 AND 2671
GIDDINGS (AUSTIN CHALK-3) FIELD
BROUGHTON-PERRONE UNIT, FRAZIER UNIT AND COTROPIA-FRAZIER UNIT
MILAM AND ROBERTSON COUNTIES, TEXAS
OIL WELL #03-23387, 23286, & 23421
TRACT PARTICIPATION .109038, .114097, .164042
STATE'S ROYALTY DECIMAL .250000

ATTACHMENT II

AUDITOR: C LIBERTY
FILE NAME: 97710OL.xls
DATE: 10/12/00

PENALTY/
INTEREST DATE:

11/07/00

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	U-2681 TRACT VOLUME (A)	U-2670 TRACT VOLUME (A)	U-2671 TRACT VOLUME (A)	PRICE (B)	GROSS VALUE (1+2+3)X(4)	ROYALTY DUE (5)X(.25)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Nov-97	651.83	0.00	1,232.61	19.5300	36,803.11	9,200.78	8,958.97	241.81	1037	25.00	77.75	344.56
Dec-97	1,542.45	1,245.94	904.20	17.7400	65,506.55	16,376.64	15,857.61	519.03	1006	51.90	161.60	732.53
Jan-98	716.38	1,786.30	1,097.60	14.8800	53,572.17	13,393.04	12,879.58	513.46	978	51.35	155.14	719.95
Feb-98	1,028.56	1,139.26	1,124.18	14.8800	48,984.96	12,246.24	11,086.75	1,159.49	947	115.95	338.51	1,613.95
Mar-98	824.55	1,576.14	1,180.12	13.1900	47,230.88	11,807.72	11,543.03	264.69	917	26.47	74.66	365.82
Apr-98	699.36	1,507.45	1,052.82	13.6100	44,363.56	11,090.89	10,911.03	179.86	886	25.00	48.90	253.76
May-98	884.62	1,383.54	939.30	13.0800	41,953.58	10,488.40	10,268.77	219.63	856	25.00	57.55	302.18
Jun-98	541.26	1,160.13	670.11	11.8200	28,031.13	7,007.78	6,885.20	122.58	825	25.00	30.87	178.45
Jul-98	426.56	1,097.27	611.55	10.9400	23,361.06	5,840.27	5,749.05	91.22	794	25.00	22.04	138.26
Aug-98	536.58	1,132.87	578.25	11.5300	25,915.98	6,479.00	6,362.50	116.50	764	25.00	27.00	168.50
	7,852.15	12,028.90	9,390.74		$415,722.98	$103,930.76	$100,502.49	3,428.27		$395.67	$994.02	$4,817.96

COMMENTS:

(A) TRACT VOLUME - REPRESENTS UNIT TRACT VOLUMES COMPUTED USING OIL DISPOSITIONS FROM RRC WELL ID# 03-23387, 23286 AND 23421. THE THREE UNITS BEING BILLED TOGETHER BECAUSE THE ROYALTY PAYMENT FOR M-97710 WAS NOT MADE BY UNIT BUT IN TOTAL.

(B) PRICE - REPRESENTS SALES PRICES NOTED ON GLO-1 OIL REPORTS.

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

ATTACHMENT III

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

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

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

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

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

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

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

File No. 111-47110 (16)

Billing

Date Filed: 10-16-00

David Dewhurst, Commissioner

By _____

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

TEXAS GENERAL LAND OFFICE
P.O. BOX 12873
AUSTIN, TEXAS 78711-2873

03111

C Liberty 640 M-97710

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Clayton Williams
Six Desta Dr. # 3000
Midland Tx 79705

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* M. Hoffman B. Date of Delivery 10-26-00

C. Signature

X M. Hoffman ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)* 7000 0520 0023 2503 6106

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

Texas General Land Office

David Dewhurst Commissioner

October 20, 2000

CERTIFIED MAIL 700 0520 0023 2503 6106

CLAYTON WILLIAMS INC
SIX DESTA DRIVE STE 3000
MIDLAND TX 79705

RE: Notice of underpayment on State Lease M-097710 and M-098950.

Dear Sir or Madam:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Clayton Williams Energy Inc. Through this review, it was determined that $2,505.55 has been underpaid to the State for the reporting period June 1997 through November 1997. This amount comprises $1,720.61 in additional royalty, $179.72 in penalty and $605.22 in interest, which has been computed through November 14, 2000, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

- A brief summary of our review (Attachment I);
- Schedule supporting our royalty, penalty and interest calculations (Attachment II), and;
- Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. We will prepare the GLO-2 Reports for correction of the delinquent amounts reflected in this notice. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

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

If you have any questions, please call Carl Liberty at (512) 475-1493.

Sincerely,

Paul Dvorak

Paul Dvorak, Supervisor
Royalty Audit/ Energy Resources

PD/cl

ATTACHMENT I

REVIEW SUMMARY

State Lease M-097710 and M-098950

We have reviewed our records for the period of November 1997 through August 1998, to determine whether or not royalty for gas has been reported and paid correctly with respect to volume and price. Volumes reported to the Texas General Land Office (TGLO) were compared to volumes reported to the Texas Railroad Commission (TRRC) with any differences being noted. We also reviewed the lease agreement to determine if payment for the aforementioned is due.

As a result of this review, it was determined that gas vented or flared was not reported and no royalty was paid as required by your lease agreement. Therefore, we have concluded that additional royalty is due in the following amount.

Royalty	Penalty	Interest	Total
$1,720.61	$179.72	$605.22	$2,505.55

(See attachment II for supporting calculations)

CLAYTON WILLIAMS INC
STATE LEASE M-97710 UNIT 2671 / M-97710 M-98950 UNIT 2681
GIDDINGS (AUSTIN CHALK-3) FIELD
FRAZIER UNIT AND BROUGHTON-PERRONE UNIT
MILAM AND ROBERTSON COUNTIES, TEXAS
OIL WELL #03-23286 AND 03-23387
TRACT PARTICIPATION .164042 AND .109038 .100239
STATE'S ROYALTY DECIMAL .250000

ATTACHMENT II

AUDITOR: C LIBERTY
FILE NAME: 97710GAS.xls
DATE: 10/17/00

PENALTY/
INTEREST DATE:
11/14/00

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR		RRC VOLUME (A)	U-2681 TRACT VOLUME (1)X(.109038)	U-2671 TRACT VOLUME (1)X(.164042)	PRICE (B)	GROSS VALUE (2)OR(3)X(4)	ROYALTY DUE (5)X(.25)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Jun-97		2,390	0	392	2.4900	976.23	244.06	0.00	244.06	1187	25.00	90.51	359.57
Jul-97		5,740	0	942	2.4900	2,344.59	586.15	0.00	586.15	1156	58.62	211.40	856.17
Aug-97		3,490	0	573	2.4900	1,425.54	356.39	0.00	356.39	1126	35.64	125.02	517.05
Sep-97		3,472	0	570	2.4900	1,418.19	354.55	0.00	354.55	1095	35.46	120.76	510.77
Nov-97	*	2,475	270	0	2.6600	717.85	179.46	0.00	179.46	1034	25.00	57.53	261.99
			269.87	2,475.72		$6,882.40	$1,720.61	$0.00	1,720.61		$179.72	$605.22	$2,505.55

COMMENTS:

(A) RRC VOLUME - REPRESENTS CASINGHEAD GAS VENTED OR FLARED VOLUMES TAKEN FROM RRC OIL WELL ID# 03-23286.
* - REPRESENTS CASINGHEAD GAS VENTED OR FLARED VOLUMES TAKEN FROM RRC OIL WELL ID# 03-23387.

(B) PRICE - REPRESENTS SALES PRICES NOTED ON GLO-2 GAS REPORTS.

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

ATTACHMENT III

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

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

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

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

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

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

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

File No. M-97710

Billing

Date Filed: 10-20-00

David Dewhurst, Commissioner

By _____

Paid Reg # 01-23925
Rec 1/31/01 # 3702.32
CWI

Texas General Land Office

David Dewhurst Commissioner

October 27, 2000

CERTIFIED MAIL 700 0520 0023 2503 6076

CLAYTON WILLIAMS INC
SIX DESTA DRIVE STE 3000
MIDLAND TX 79705

RE: Notice of underpayment on State Lease M-097710 and M-098950.
Replaces underpayment notices dated October 13 and 20, 2000.

Dear Sir or Madam:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Clayton Williams Energy Inc. Through this review, it was determined that $4,181.47 has been underpaid to the State for the reporting period June 1997 through November 1997 and January 1998 through March 1998. This amount comprises $2,900.55 in additional royalty, $319.63 in penalty and $961.29 in interest, which has been computed through November 21, 2000, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

- A brief summary of our review (Attachment I);

- Schedule supporting our royalty, penalty and interest calculations (Attachments II and IIA), and;

- Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 25 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. We will prepare the GLO-2 and GLO-1 Reports for correction of the delinquent amounts reflected in this notice. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

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

If you have any questions, please call Carl Liberty at (512) 475-1493.

Sincerely,

Paul Dvorak

Paul Dvorak, Supervisor
Royalty Audit/ Energy Resources

PD/cl

ATTACHMENT I

REVIEW SUMMARY

State Lease M-097710 and M-098950

We have reviewed our records for the period of November 1997 through August 1998 to determine whether or not royalty for gas has been reported and paid correctly with respect to volume and price. Volumes reported to the Texas General Land Office (TGLO) were compared to volumes reported to the Texas Railroad Commission (TRRC) with any differences being noted. We also reviewed the lease agreement to determine if payment for the aforementioned is due.

As a result of this review, it was determined that gas vented or flared was not reported and no royalty was paid as required by your lease agreement for June through September and November 1998. Also oil dispositions were reported and paid but were not sufficient for January through March 1998. We have concluded that additional royalty is due in the following amount.

Royalty	Penalty	Interest	Total
$2,900.55	$319.63	$961.29	$4,181.47

(See attachment II for supporting calculations)

CLAYTON WILLIAMS INC
STATE LEASE M-97710 UNIT 2671 / M-97710 M-98950 UNIT 2681
GIDDINGS (AUSTIN CHALK-3) FIELD
FRAZIER UNIT AND BROUGHTON-PERRONE UNIT
MILAM AND ROBERTSON COUNTIES, TEXAS
OIL WELL #03-23286 AND 03-23387
TRACT PARTICIPATION .164042 AND .100239
STATE'S ROYALTY DECIMAL .250000

ATTACHMENT II

AUDITOR: C LIBERTY
FILE NAME: 97710GAS.xls
DATE: 10/26/00

PENALTY/
INTEREST DATE:
11/21/00

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR		RRC VOLUME (A)	U-2681 TRACT VOLUME (1)X(.100239)	U-2671 TRACT VOLUME (1)X(.164042)	PRICE (B)	GROSS VALUE (2)OR(3)X(4)	ROYALTY DUE (5)X(.25)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Jun-97		2,390	0	392	2.4900	976.23	244.06	0.00	244.06	1194	25.00	91.07	360.13
Jul-97		5,740	0	942	2.4900	2,344.59	586.15	0.00	586.15	1163	58.62	212.75	857.52
Aug-97		3,490	0	573	2.4900	1,425.54	356.39	0.00	356.39	1133	35.64	125.84	517.87
Sep-97		3,472	0	570	2.4900	1,418.19	354.55	0.00	354.55	1102	35.46	121.58	511.59
Nov-97	*	2,475	248	0	2.6600	659.92	164.98	0.00	164.98	1041	25.00	53.26	243.24
			248.09	2,475.72		$6,824.47	$1,706.13	$0.00	1,706.13		$179.72	$604.50	$2,490.35

COMMENTS:

(A) RRC VOLUME - REPRESENTS CASINGHEAD GAS VENTED OR FLARED VOLUMES TAKEN FROM RRC OIL WELL ID# 03-23286.
* - REPRESENTS CASINGHEAD GAS VENTED OR FLARED VOLUMES TAKEN FROM RRC OIL WELL ID# 03-23387.

(B) PRICE - REPRESENTS SALES PRICES NOTED ON GLO-2 GAS REPORTS.

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

CLAYTON WILLIAMS INC
STATE LEASE M-97710 & 98950 UNIT 2681, 2670 AND 2671
GIDDINGS (AUSTIN CHALK-3) FIELD
BROUGHTON-PERRONE UNIT, FRAZIER UNIT AND COTROPIA-FRAZIER UNIT
MILAM AND ROBERTSON COUNTIES, TEXAS
OIL WELL #03-23387, 23286, & 23421
TRACT PARTICIPATION .100239, .114097, .164042
STATE'S ROYALTY DECIMAL .250000

ATTACHMENT IIA

AUDITOR: C LIBERTY
FILE NAME: 97710OL.xls
DATE: 10/26/00

PENALTY/
INTEREST DATE:

11/21/00

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	U-2681 TRACT VOLUME (A)	U-2670 TRACT VOLUME (A)	U-2671 TRACT VOLUME (A)	PRICE (B)	GROSS VALUE (1+2+3)X(4)	ROYALTY DUE (5)X(.25)	ROYALTY PAID	ADDITIONAL ROYALTY DUE (6)-(7)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (8)+(10)+(11)
Jan-98	658.57	1,786.30	1,097.60	14.8800	52,711.95	13,177.99	12,879.58	298.41	992	29.84	91.53	419.78
Feb-98	945.56	1,139.26	1,124.18	14.8800	47,749.92	11,937.48	11,086.75	850.73	961	85.07	252.28	1,188.08
Mar-98	758.01	1,576.14	1,180.12	13.1900	46,353.22	11,588.31	11,543.03	45.28	931	25.00	12.98	83.26
	2,362.14	4,501.70	3,401.90		$146,815.09	$36,703.78	$35,509.36	1,194.42		$139.91	$356.79	$1,691.12

COMMENTS:

(A) TRACT VOLUME - REPRESENTS UNIT TRACT VOLUMES COMPUTED USING OIL DISPOSITIONS FROM RRC WELL ID# 03-23387, 23286 AND 23421. THE THREE UNITS BEING BILLED TOGETHER BECAUSE THE ROYALTY PAYMENT FOR M-97710 WAS NOT MADE BY UNIT BUT IN TOTAL.

(B) PRICE - REPRESENTS SALES PRICES NOTED ON GLO-1 OIL REPORTS.

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

ATTACHMENT III

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

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

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

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

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

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

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

File No. M-97710

Building

Date Filed: 10-27-00

David Dewhurst, Commissioner

By _____

Texas General Land Office

David Dewhurst
Commissioner

January 30, 2001

Attn: Division Order Dept.
Union Pacific Resources Company
P.O. Box 7 MS 27-04
Fort Worth, Texas 76101 0007

To Whom It May Concern:

Re: Property Name: Grey Wolf Unit #1
Mineral File No: MF-97710
Property Number: 4741101

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

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

If you should have any questions, please feel free to call me at (512) 475-1540.

Sincerely,

Laura Leal-Garza
Administrative Tech.
Energy Resources / R.A.M.

Mailing
Post Office Box 12873
Austin, Texas
78711-2873

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

512.463.5001
1.800.998.4GLO
www.glo.state.tx.us

DIVISION ORDER

M-97710

YOUR COPY

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN, TX 78701

Property Number:	4741101
Property Name:	GREY WOLF UNIT #1
Product:	(05) (ALL PRODUCTS)
Status:	(N/A) (NOT APPLICABLE)
County/State:	MILAM TEXAS
Effective Date:	First Sales
Owner Number:	456782
Owner Tax ID:	[redacted]
Interest Type:	RI ROYALTY INTEREST
Interest:	0.04100925

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("owner") who executes this agreement.

TERMS OF SALE: Said owner will be paid in accordance with the division of interest as shown. The payor shall pay all parties for gas according to the underlying lease, operating agreement and/or other contracts applicable to each party's interest. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order.

Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the date of first sales , payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month and for gas sold during the second preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00 or more,or until December 31 of each year,whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgements 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 addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under state laws.

Signature of Witness #1	Owner Signature/Corporate Title	Address if different from above
Signature of Witness #2	Owner Signature/Corporate Title	City, State, Zip Code
	Owner Phone #	Tax ID Number if different from above

Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.

Return to: Union Pacific Resources Company
P.O. Box 7, MS 27-04
1-800-359-1692
Fort Worth, Texas, 76101-0007

Date Prepared: 11/30/2000

04-21

Division Order - EXHIBIT "A"

Property Number: 4741101
Property Name: GREY WOLF UNIT #1
Product: ALL PRODUCTS
Status: NOT APPLICABLE
County/State: MILAM/TEXAS
Effective Date: 10/02/2000

Lands covered by this Division Order include:

Total Division Order;628.09 ACRES

Tract: (1) V FRAZIER; 103.33 ACRES

BOWING JEANETTE ABST/ID# 95

Tract: (2) STATE OF TEXAS; 103.03 ACRES

BOWING JEANETTE ABST/ID# 95

CHEVALLIER CHARLES ABST/ID# 122

Tract: (3) F COTROPIA ET UX; 89.42 ACRES

MENCHACA ANTONIO ABST/ID# 27

NIXON GEORGE ANTONIO ABST/ID# 31

Tract: (4) ROSALIE COTROPIA, TR; 188.88 ACRES

NIXON GEORGE ANTONIO ABST/ID# 31

Tract: (5) C COTROPIA ET UX; 143.43 ACRES

NIXON GEORGE ANTONIO ABST/ID# 31

Date Prepared: 11/30/2000

004 .21

Division Order - EXHIBIT "A"

Property Number: 4741101 **Property Name:** GREY WOLF UNIT #1

Owner Number	Owner Name	Unit Interest
NON-PARTICIPATING ROYALTY		
515111	JOHN E WALKER	0.00553521
515112	SHARON ANN ANDERSON	0.00553521
515113	JOHN E WALKER, LIFE ESTATE	0.00085685
515114	SHARON ANN ANDERSON, LIFE ESTATE	0.00085685
515115	JOHN WALKER TRUST, JOHN E WALKER TRUSTEE	0.00030848
515116	MELISSA WALKER TRUST, JOHN E WALKER TRE	0.00030848
515117	AMANDA ANDERSON TRUST, JOHN E WALKER TRUST	0.00030848
	Total	0.01370956
ROYALTY INTEREST		
456782	STATE OF TEXAS, GENERAL LAND OFFICE	0.04100925
511421	CARL COTROPIA, & BARBARA COTROPIA	0.01427244
511435	CARLA COTROPIA	0.00713622
511436	CARON A DAVIS	0.00713622
511437	KIMLA K COTROPIA	0.00713622
511438	DON KEITH COTROPIA	0.00713622
511440	LAWRENCE AND ROSALIE S COTROPIA TR, DTD 03/21	0.05638523
514845	VIOLET H FRAZIER	0.01370955
517693	FRANK COTROPIA, MARY ANN COTROPIA	0.02669402
	Total	0.18061537
WORKING INTEREST		
999001	UNION PACIFIC RESOURCES COMPANY	0.80567507
	Total	0.80567507
	Total Property Interest	1.00000000

Date Prepared: 11/30/2000

File No. R-17-18

D.O.

Date Filed: 1/30/01

David Dewhurst, Commissioner

By _____

DO NOT DESTROY

UNIT AGREEMENT MEMO
Unit No. 2968

Operator UPRC
Unit Name Grey Wolf Unit #1
County Milan + Robertson
Effective Date of first production
Unitized for: Oil ___ Gas ___ Oil & Gas X

1. M.F. No. 097710
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
103.03 / 628.09 x 1/4 (.25) .041009 % unitized
.164037TP

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:

Prepared by: Metha Koster	Date 3/2/01
Map & GIS updated by: WK	Date
Keyed into database by: M S. Lux	Date 3-13-01

GLO-36-11-97

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD PA#: 00-75
DATE OF BOARD MEETING: November 14, 2000

APPLICANT: Union Pacific Resources Company
OPERATOR: same COUNTY: Milam & Robertson

UNIT NAME: Grey Wolf Unit No. 1 FIELD: Giddings (Buda)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record	Royalty Participation
SF	M-97710	¼	HBP	3	245	103.03	CWEI **	4.1009%

* SF = State Fee * RAL = Relinquishment Act * FR = Free Royalty

** Clayton Williams Energy, Inc.

PRIVATE ACRES: 525.06
STATE ACRES: 103.03
TOTAL UNIT ACRES: 628.09

Type Unit:
Permanent x
Temporary _____
Term _____

Unitized for:
Oil _____
Gas _____
Both x

Well Location:
State Land x
Private Land x

Participation:
Basis Surface acreage
State Acreage 16.4037%
State Unit Royalty 4.1009%

Railroad Commission Rules:
Statewide _____
Special Field Rules x
Spacing 960 Acres

Holds only acreage included in the unit past primary term: Yes x No _____

REMARKS:

- Union Pacific Resources Company is requesting permanent oil and gas pooling of the Buda Formation defined as the stratigraphic interval or its correlative equivalent occurring from 6,177 feet TVD to 6,317 feet TVD as seen in the unit well log.

- The applicant completed the proposed unit well as a horizontal oil well on October 2, 2000. Initial potential tests indicate the well is capable of producing 671 bbls of oil and 146 mcf of casinghead gas per day.

- If the unit is approved, the state's unit royalty participation will be 4.1009%.

- The state will participate from date of first production. Horizontal severance is provided for in the state lease.

- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

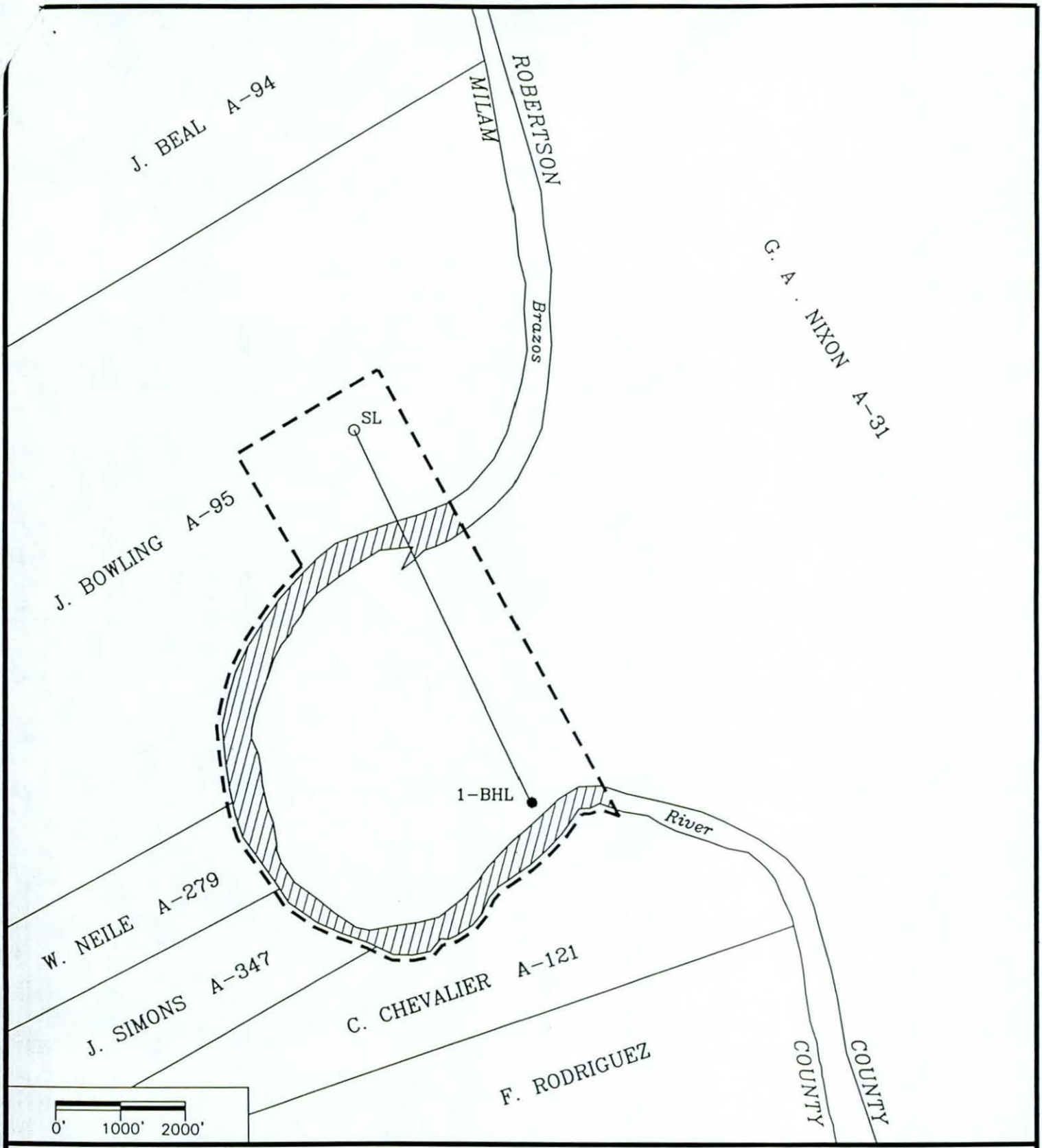
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit, under the above stated provisions.

Jeffee Martinez-Vargas — 10/30/00
Date

John Howard — 10-30-00
Date

Peter A. Boone — 10-30-00
Date



00-75/ft/11-00

UNION PACIFIC RESOURCES COMPANY

GREY WOLF UNIT NO. 1

GIDDINGS (BUDA)

M-97710

MILAM AND ROBERTSON COUNTIES

DESIGNATION OF UNIT

GREY WOLF UNIT NO.1

STATE OF TEXAS §
§
COUNTY OF MILAM AND ROBERTSON §

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 "A", 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 leases described on Exhibit "A", insofar as such leases lie within the outline depicted on the Plats attached hereto as Exhibit "B". The Unit may be limited to the depth interval, if any, as described on Exhibit "A".

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 Exhibits "A" and "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. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart 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 from the date operations are commenced anywhere on the Unit, whichever occurs first, 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 10th day of October, 2000.

UNION PACIFIC RESOURCES COMPANY

By: _____
Its: Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 10th day of October, 2000, by Andrew C. Rudderow the Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.

Connie S. Cottingham
Notary Public in and for the
State of Texas
My commission expires: _____

CONNIE S. COTTINGHAM
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 2, 2001

EXHIBIT A
Attached to and made a part of that certain Designation of Unit,
Grey Wolf Unit No. 1, Milam and Robertson Counties, Texas

Lease Number: TX1-84192
Lease Date: November 17, 1995
Lessor: Frank Cotropia, et ux
Lessee: Clayton Williams Energy, Inc.
Recording: Volume 643, Page 136 of the Official Records of Robertson County, Texas

Lease Number: TX1-79729/001
Lease Date: October 2, 1995
Lessor: Violet H. Frazier
Lessee: Union Pacific Resources Company
Recording: Volume 725, Page 865 of the Official Records of Milam County, Texas

Lease Number: TX1-84193
Lease Date: November 28, 1995
Lessor: Carl Cotropia, et ux
Lessee: Clayton Williams Energy, Inc.
Recording: Memorandum of Oil, Gas and Mineral Lease recorded Volume 643, Page 563 of the Official Records of Robertson County, Texas

Lease Number: TX1-89628
Lease Date: October 19, 1995
Lessor: Rosalie S. Cotropia, Trustee for the Lawrence Cotropia and Rosalie S. Cotropia Family Trust
Lessee: Clayton Williams Energy, Inc.
Recording: Volume 645, Page 586 of the Official Records of Robertson County, Texas

Lease Number: TX2-97498
Lease Date: January 7, 1997
Lessor: Commissioner of the General Land Office of the State of Texas No. M-97710
Lessee: Clayton Williams Energy, Inc.
Recording: Volume 274, Page 271 of the Official Records of Milam County, Texas

THIS DESIGNATION OF UNIT IS LIMITED IN DEPTH TO ONLY COVER DEPTHS FROM THE TOP OF THE BUDA FORMATION DOWN TO AND INCLUDING THE BASE OF THE GEORGETOWN FORMATION.

EXHIBIT "B"

Grey Wolf Unit No. 1
Union Pacific Resources Company
628.09 Acre Unit
Jennett Bowing Survey, A-95
Milam County Texas
George Antonio Nixon Survey, A-31
Robertson County, Texas

Field notes of a 628.09 acre tract or parcel of land, lying and being situated in the Jennett Bowing Survey, Abstract No. 95, Milam County, Texas, and in the George Antonio Nixon Survey, Abstract No. 31, Robertson County, Texas, and consisting of the following tracts:

Part of the called 1038 acre tract described in the deed recorded in Volume 690, Page 848, of the Official Records of Milam County, Texas;

Part of the Brazos River lying between Milam and Robertson Counties described in the Oil & Gas Lease No. M-97710, as recorded in Volume 670, Page 724, of the Official Records of Milam County, Texas;

Part of the called 490.4 acre tract described in the deed recorded in Volume 136, Page 135, of the Deed Records of Robertson County, Texas;

Part of the called 525.4 acre tract described in the deed recorded in Volume 136, Page 142, of the Deed Records of Robertson County, Texas;

And part of the called 525.4 acre (net) tract described in the deed recorded in Volume 212, Page 546, of the Deed Records of Robertson County, Texas, and said 628.09 acre tract being more particularly described as follows:

BEGINNING at a point in the northwest line of the beforementioned 1038 acre tract, same being the west corner of the 628.089 acre unit surrounding the Frazier Unit No. 1 Well, as recorded in Volume 766, Page 329, of the Official Records of Milam County, Texas, from which a ⅝" iron rod found in said line marking the south corner of the Shaw - called 70.000 acre tract, Volume 668, Page 669, bears S 58° 56' 35" W - 4267.52 feet;

THENCE along the lines of the beforementioned 628.089 acre unit as follows:

N 59° 10' 35" E	for a distance of 2340.27 feet,
S 29° 48' 01" E	for a distance of 2117.09 feet,
S 29° 48' 01" E	for a distance of 400.59 feet,
S 29° 48' 01" E	for a distance of 881.53 feet,
S 29° 48' 01" E	for a distance of 1889.47 feet,
S 29° 48' 01" E	for a distance of 1474.98 feet,
S 29° 48' 01" E	for a distance of 310.45 feet,
N 77° 25' 42" W	for a distance of 59.81 feet,
N 68° 58' 58" W	for a distance of 177.00 feet,
S 64° 06' 47" W	for a distance of 154.03 feet,
N 85° 15' 50" W	for a distance of 174.98 feet,
S 35° 55' 46" W	for a distance of 629.26 feet,
S 46° 10' 55" W	for a distance of 248.49 feet,
S 52° 54' 26" W	for a distance of 171.55 feet,
S 55° 48' 40" W	for a distance of 413.89 feet,
S 57° 01' 33" W	for a distance of 332.57 feet,
S 36° 54' 53" W	for a distance of 262.61 feet,
S 25° 14' 47" W	for a distance of 192.68 feet,
S 48° 20' 24" W	for a distance of 290.26 feet,
S 67° 30' 09" W	for a distance of 246.59 feet,

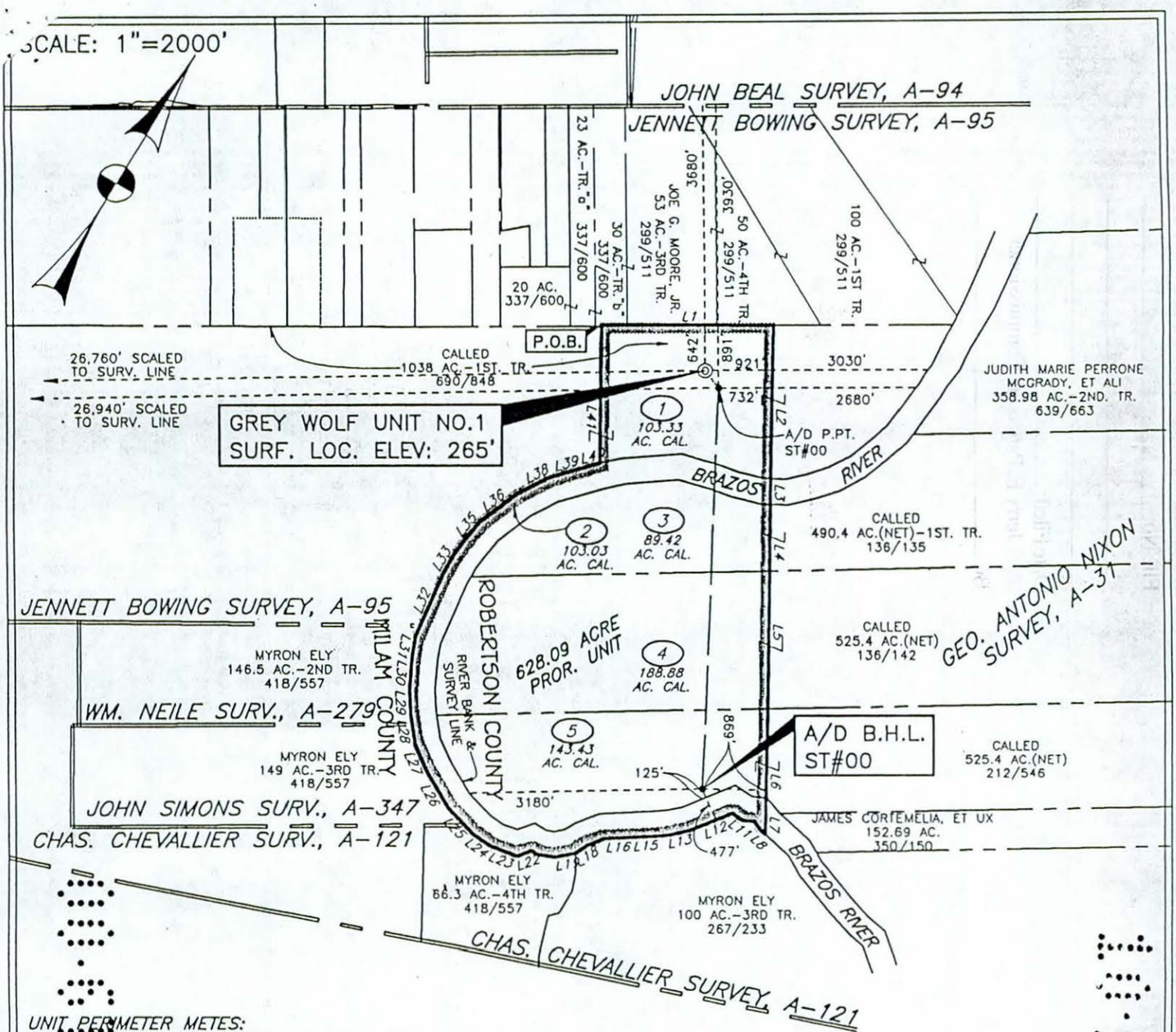
Grey Wolf Unit No. 1
Union Pacific Resources Company
628.09 Acre Unit
Jennett Bowing Survey, A-95
Milam County Texas
George Antonio Nixon Survey, A-31
Robertson County, Texas
Continued - Page 2

N 87° 07' 47" W	for a distance of 81.10 feet,
S 39° 09' 12" W	for a distance of 211.08 feet,
S 79° 43' 23" W	for a distance of 390.91 feet,
N 84° 12' 10" W	for a distance of 285.99 feet,
N 73° 51' 08" W	for a distance of 497.20 feet,
N 59° 45' 11" W	for a distance of 587.64 feet,
N 53° 49' 43" W	for a distance of 429.98 feet,
N 39° 07' 03" W	for a distance of 452.84 feet,
N 33° 09' 25" W	for a distance of 341.38 feet,
N 25° 48' 07" W	for a distance of 450.18 feet,
N 20° 18' 04" W	for a distance of 275.44 feet,
N 07° 02' 09" W	for a distance of 950.00 feet,
N 00° 46' 46" W	for a distance of 291.94 feet,
N 05° 16' 07" E	for a distance of 249.11 feet,
N 09° 24' 30" E	for a distance of 319.89 feet,
N 22° 01' 24" E	for a distance of 616.42 feet,
N 31° 53' 34" E	for a distance of 266.80 feet,
N 32° 12' 24" E	for a distance of 213.45 feet,
N 42° 58' 22" E	for a distance of 589.41 feet,
N 43° 13' 59" E	for a distance of 157.36 feet,
N 30° 01' 46" W	for a distance of 1934.39 feet to the **PLACE OF BEGINNING**, containing 628.09 acres of land, more or less.

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

Prepared 10/3/00

kes00-02b:\greywolf.628



UNIT PERIMETER METES:

LINE	BEARING	DIST.	LINE	BEARING	DIST.
1	N 59°10'35"E	2340.27	22	S 39°09'12"W	211.08
2	S 29°48'01"E	2117.09	23	S 79°43'23"W	390.91
3	S 29°48'01"E	400.59	24	N 84°12'10"W	285.99
4	S 29°48'01"E	881.53	25	N 73°51'08"W	497.20
5	S 29°48'01"E	1889.47	26	N 59°45'11"W	587.64
6	S 29°48'01"E	1474.98	27	N 53°49'43"W	429.98
7	S 29°48'01"E	310.45	28	N 39°07'03"W	452.84
8	N 77°25'42"W	59.81	29	N 33°09'25"W	341.38
9	N 68°58'58"W	177.00	30	N 25°48'07"W	450.18
10	S 64°06'47"W	154.03	31	N 20°18'04"W	275.44
11	N 85°15'50"W	174.98	32	N 07°02'09"W	950.00
12	S 35°55'46"W	629.26	33	N 00°46'46"W	291.94
13	S 46°10'55"W	248.49	34	N 05°16'07"E	249.11
14	S 52°54'26"W	171.55	35	N 09°24'30"E	319.89
15	S 55°48'40"W	413.89	36	N 22°01'24"E	616.42
16	S 57°01'33"W	332.57	37	N 31°53'34"E	266.80
17	S 36°54'53"W	262.61	38	N 32°12'24"E	213.45
18	S 25°14'47"W	192.68	39	N 42°58'22"E	589.41
19	S 48°20'24"W	290.26	40	N 43°13'59"E	157.36
20	S 67°30'09"W	246.59	41	N 30°01'46"W	1934.39
21	N 87°07'47"W	81.10			

NOTE: A/D BOTT. LOC. LOCATED 3180' FROM SW LINE AND 125' FROM SE LINE NIXON SURV., A-31, ROBT. CO. TX.

NOTES:

1. BEARINGS BASED ON TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
2. WELL LOCATED S 79°E~21.0 MILES FROM CAMERON, TX.
3. [redacted] INDICATES LIMITS OF UNIT.
4. SURF. LOC. POSITION:
   LATITUDE: 30°47'47.5"N
   LONGITUDE: 96°38'40"W
   SCALED FROM U.S.G.S. QUADRANGLE SHEET "GAUSE, TX."

A.P.I.#42-331-33525

SURF TO A/D PEN. PT. ST#00=
S67°19'E~ 309'

HORIZONTAL CLOSURE:
S28°23'E~5549'

GREY WOLF UNIT NO. 1

PLAT TRACT #	COT#	ACREAGE IN UNIT	LEASE	VOL/PG
1	167	103.33	VIOLET H. FRAZIER	725/865
2		103.03	STATE OF TEXAS- BRAZOS RIVER LEASE #M-97710	670/724
3		89.42	FRANK COTROPIA, ET UX	643/136
4		188.88	ROSALIE S. COTROPIA, TRUSTEE	645/586
5		143.43	CARL COTROPIA, ET UX	643/563
628.09 ACRE UNIT				

"AS-DRILLED"
PRORATION UNIT PLAT
628.09 ACRE UNIT
GREY WOLF UNIT NO. 1
UNION PACIFIC RESOURCES COMPANY
JENNETT BOWING SURVEY, A-95
MILAM COUNTY, TEXAS
GEORGE ANTONIO NIXON SURVEY, A-31
ROBERTSON COUNTY, TEXAS

WELL STAKED AND PLAT PREPARED AUGUST, 2000

BY: S.M. KLING

PRORATION UNIT PLAT: PREPARED: 10-02-2000

SCALE: 1"=2000' OCTOBER, 2000

H:\DWG1\331\GAUSE3

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

File No. MF-97710
pooling Committee Report + pooling agreement (20)
Date Filed: 2/6/01
Jerry E. Patterson, Commissioner
By

DO NOT DESTROY

UNIT AGREEMENT MEMO

Unit No. 3031

Operator Clayton Williams Energy

Unit Name Broughton-Perrone Unit #1

County Milam & Robertson

Effective Date _____

Unitized for: Oil ___ Gas ___ Oil & Gas X

---

1. M.F. No. 097710

Area _____ Tr. 1

Sec. ___ Blk. ___ Survey _____

23.976 / 486.568 x .25 RD .0123189%

.0492757

---

2. M.F. No. 098950

Area _____ Tr. 2

Sec. ___ Blk. ___ Survey _____

37.243 / 486.568 x .25 RD .0191355%

.0765422

---

3. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x _____ __._____%

---

4. M.F. No. _____

Area _____ Tr. _____

Sec. ___ Blk. ___ Survey _____

_____ x _____ __._____%

REMARKS:

Old Unit #2681 IS REPLACED BY THIS UNIT JA 8-21-01

Prepared by: Martha Lester	Date 8/21/01
Map & GIS updated by: WK	Date 10-25-04
Keyed into database by: M. Silva	Date 8/22/01

LO-36-11-97

POOLING COMMITTEE REPORT

TO: SCHOOL LAND BOARD **PA#: 01-45**
DATE OF BOARD MEETING: May 22, 2001

APPLICANT: Clayton Williams Energy, Inc.
OPERATOR: same **COUNTY:** Milam & Robertson

UNIT NAME: Broughton-Perrone Unit #1 **FIELD:** Giddings
(Austin Chalk-3)
(Buda)

STATE LEASE(S) IN UNIT

Lease *Type	State Number	State Royalty	Expiration Date	Term Year	Acres	Acres In Unit	Lessee of Record	Royalty Participation
SF	M-97710	¼	HBP	3	245	23.976	CWEI	1.2319%
SF	M-98950	¼	HBP	1	43	37.243	CWEI	1.9136%

* SF = State Fee * RAL = Relinquishment Act * FR = Free Royalty

PRIVATE ACRES: 425.349
STATE ACRES: 61.219
TOTAL UNIT ACRES: 486.568

Type Unit:
Permanent x
Temporary _____
Term _____

Unitized for:
Oil _____
Gas _____
Both x

Well Location:
State Land ____
Private Land x

Participation:
Basis Surface acreage
State Acreage 12.5818%
State Unit Royalty 3.1455%

Railroad Commission Rules:
Statewide _____
Special Field Rules x
Spacing 800 Acres

Holds only acreage included in the unit past primary term: Yes x No _____

REMARKS:

- Clayton Williams Energy, Inc. is requesting an amendment to the Broughton-Perrone Unit #1 by decreasing the size of the unit by 121.927 private acres.

- On December 2, 1997, the School Land Board approved permanent oil and gas pooling from 5,505 feet to 6,150 feet as seen on the North Central Oil Corporation Moses Moody Estate #1 Dual Induction Log.

- If the amendment is approved, the state's unit royalty participation will increase from 2.5152% to 3.1455%.

- Horizontal severance is provided for in the state leases.

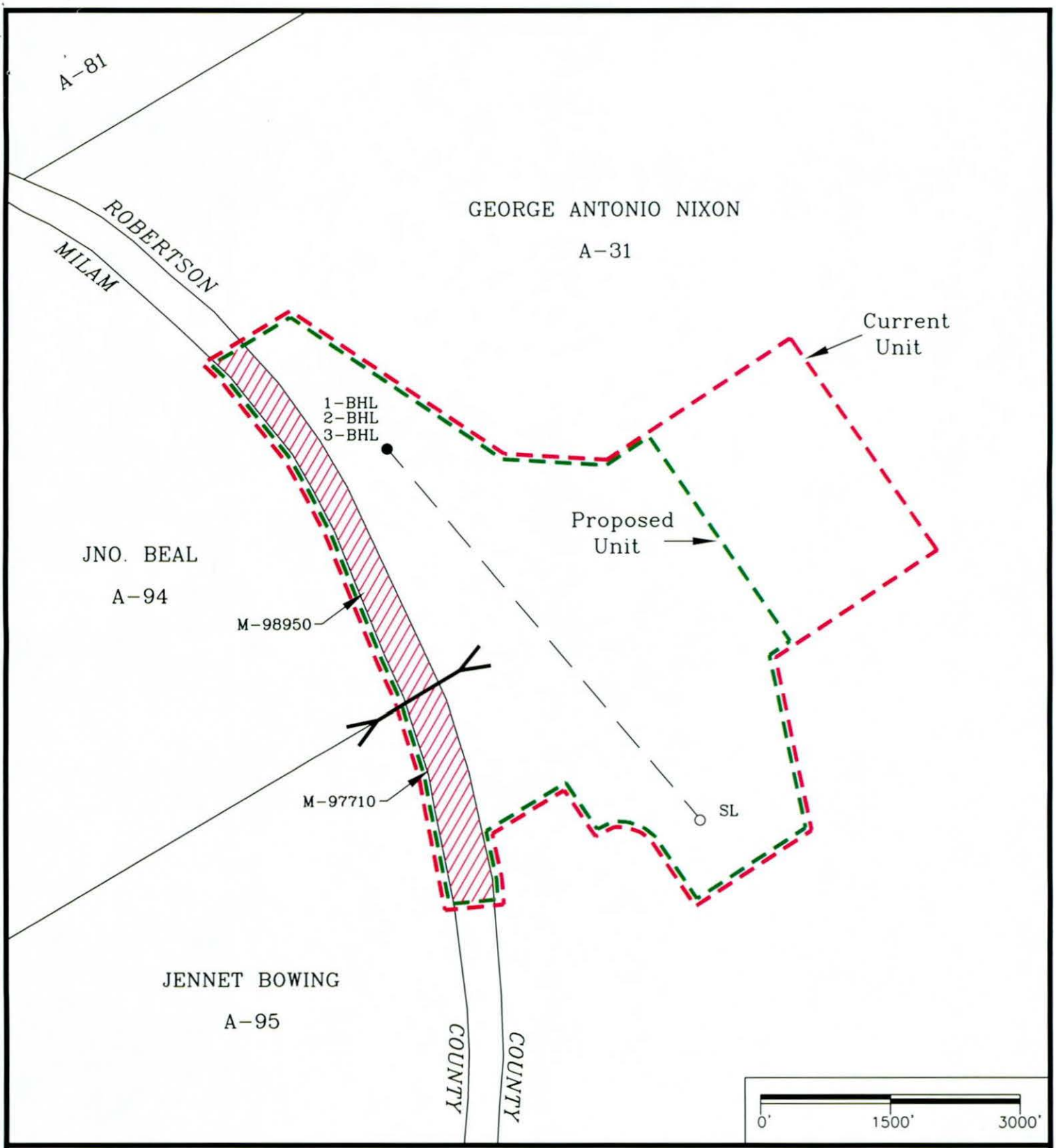
- APPROVAL BY THE SCHOOL LAND BOARD IN NO WAY RATIFIES ANY OF THE STATE LEASES INCLUDED IN THIS PROPOSED UNIT.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of the amendment to the Broughton-Perrone Unit #1 under the above-stated provisions.

Jeffee Martinez-Vargas — 5/09/01
Date

Peter A. Boone — 5.9.01
Date



01-45\ft\05-01

CLAYTON WILLIAMS ENERGY, INC.

BROUGHTON-PERRONE UNIT #1

GIDDINGS (AUSTIN CHALK-3) & (BUDA)

M-97710 AND M-98950

MILAM AND ROBERTSON COUNTIES

AMENDMENT OF POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
BROUGHTON-PERRONE UNIT NO.1
MILAM AND ROBERTSON COUNTIES, TEXAS

WHEREAS, on December 2, 1997 and January 20, 1998, the Clayton Williams Energy, Inc., Broughton-Perrone Unit No. 1 in Milam and Robertson Counties, Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Clayton Williams Energy, Inc. et al. and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement ("Agreement") to pool certain State lands into the Broughton-Perrone Unit No. 1 covering 608.495 acres of land in Milam and Robertson Counties, Texas, said Agreement being filed in the Archives and Records of the General Land Office of the State of Texas, Austin, Texas, in Mineral File No. M-97710; and

WHEREAS, on May 22, 2001, Clayton Williams Energy, Inc. made application and the School Land Board approved its application to amend said Agreement by reducing the size of the unit from 608.495 acres to 486.568 acres; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement is in the best interest of the State:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in said Agreement, it is agreed that said Agreement be amended as to the unit area by deleting the Exhibits to the Agreement in their entirety and substituting the attached Exhibit "A", as a list of the oil and gas leases included within the amended pooled unit, the attached Exhibit "B" as a description of the lands included in the amended pooled unit and the attached Exhibit "C" as a plat of the amended 486.568 acre pooled unit.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but to be effective as of May 22, 2001.

Date Executed 8/14/2001

STATE OF TEXAS

Legal
Content
Geology
Executive

By: David Dewhurst
David Dewhurst, Commissioner
of the General Land Office

Date Executed 8-06-2001

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Jerry F. Groner, Vice-President
Land and Lease Administration

Date Executed August 3, 2001

ANADARKO PETROLEUM CORP.

EOB

By: _____

TODD LIEBL
ATTORNEY IN FACT

Its: _____

Date Executed July 18, 2001

MSH RESOURCES, LLC

By: _____

Its: agent

Date Executed August 1, 2001

RME PETROLEUM COMPANY

EOB

By: _____

Andrew C Ruddcrow

Its: Attorney-in-fact

Date Executed 7-9-01

SUNDOWN ENERGY, INC.

By: _____

Its: Gregg Allen, Vice Presidents

CERTIFICATE

I, Judy Powell, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 22nd day of May, 2001, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 14 day of August, 2001.

Judy Powell
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on August 6, 2001, by Jerry F. Groner as Vice-President, Land and Lease Administration of Clayton Williams Energy, Inc., a Delaware corporation, on behalf of said corporation.

MARGARITA L. ROWLEY
Notary Public, State of Texas
My Commission Expires 8-30-2002

Margarita L. Rowley
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on August 3, 2001, by Todd Liebl as Attorney in Fact of Anadarko Petroleum, Corp., a Delaware corporation, on behalf of said corporation.

TERRY GIBBS CARPENTER
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-25-2003

Notary Public in and for the
State of Texas

STATE OF ~~TEXAS~~ Pennsylvania

COUNTY OF Delaware

This instrument was acknowledged before me on July 18, 2001, by J. Wistar Morris as agent of MSH Resources, LLC, a Pennsylvania Limited Liability corporation, on behalf of said corporation.

Kimberley G Patterson
Notary Public in and for the
State of ~~Texas~~ Pennsylvania

Notarial Seal
Kimberley A. Patterson, Notary Public
Radnor Twp., Delaware County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on August 1, 2001, by Andrew C Rudderow as Attorney-in-fact of RME Petroleum, Company, a Delaware corporation, on behalf of said corporation.

JANE MCCANN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 16, 2005

Jane McCann
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on July 9, 2001, by GREGG ALLEN as VICE PRESIDENT of Sundown Energy, Inc., a TEXAS corporation, on behalf of said corporation.

BRENDA S RHOADES
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-29-2004

Brenda S. Rhoades
Notary Public in and for the
State of Texas

EXHIBIT "A"

(Attached to Amended Pooling Agreement for the
Clayton Williams Energy, Inc.,-Broughton-Perrone Unit #1
Robertson County, Texas)

LEASE 1: Oil and Gas Lease dated 11-20-95 from Mary Grace Perrone, Trustee of the Mike M. Perrone Family Trust, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 87.778 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 87.778 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (207375)

LEASE 2: Oil and Gas Lease dated 7-14-96 from Beatrice A. Degelia, Individually and as Independent Executrix of the Estate of Sam Degelia, Deceased, Cynthia Ann Wallace and Linda Trojacek, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, page 614, Official Records, Robertson County, Texas, covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, as more particularly described in the attached Exhibit "B", being included in this unit.

LEASE 3: Oil and Gas Lease dated 6-17-96 from Tamera Jean Threadgill, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, page 619, Official Records, Robertson County, Texas, covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease 2, being included in this unit.

LEASE 4: Oil and Gas Lease dated 6-17-96 from James Craig Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 659, page 629, Official Records, Robertson County, Texas, covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease 2, being included in this unit.

LEASE 5: Oil and Gas Lease dated 6-17-96 from Sam Robert Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, page 44, Official Records, Robertson County, Texas, covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease 2, being included in this unit.

LEASE 6: Oil and Gas Lease dated 6-17-96 from John David Degelia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 663, page 97, Official Records, Robertson County, Texas, covering 443.01 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 239.554 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 239.554 acres, comprising the same lands described above in Lease 2, being included in this unit.

LEASE 7: Oil and Gas Lease dated 8-10-95 from Charles S. Cotropia, Agent and Attorney-in-Fact for Pauline Cotropia, as Lessor, to Broughton Associates Joint Venture, as Lessee, recorded in Volume 640, page 471, Official Records, Robertson County, Texas, covering 378.75 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, as more particularly described in the attached Exhibit "B" being included in this unit.

LEASE 8: Oil and Gas Lease dated 11-7-96 from Charles S. Cotropia and Joseph P. Cotropia, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 666, page 582, Official Records, Robertson County, Texas, covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease 7, being included in this unit.

LEASE 9: Oil and Gas Lease dated 7-25-96 from Ronald L. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, page 635, Official Records, Robertson County, Texas, covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands, described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease 7, being included in this unit.

LEASE 10: Oil and Gas Lease dated 7-25-96 from Charles R. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, page 641, Official Records, Robertson County, Texas, covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres of land described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease 7, being included in this unit.

LEASE 11: Oil and Gas Lease dated 7-25-96 from David A. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, page 647, Official Records, Robertson County, Texas, covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease 7, being included in this unit.

LEASE 12: Oil and Gas Lease dated 7-25-96 from M. L. Scott and wife, Dorothy S. Scott, as Lessor, to Union Pacific Resources Company, as Lessee, recorded by Memorandum in Volume 659, page 645, Official Records, Robertson County, Texas, covering 386.77 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 98.017 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 98.017 acres, comprising the same lands described above in Lease 7, being included in this unit.

LEASE 13: Oil and Gas Lease dated 1-7-97 from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 23.976 acres out of the lands described therein, located

in the Brazos River joining the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 23.976 acres, as more particularly described in the attached Exhibit "B", being included in this unit (207885).

LEASE 14: Oil and Gas Lease dated 1-6-98 from The State of Texas M-98950, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 705, page 383, Official Records, Robertson County, Texas, and Volume 769, page 392, Official Records, Milam County, Texas, covering 43.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 37.243 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 37.243 acres, as more particularly described in the attached Exhibit "B", being included in this unit (Lease 208483).

EXHIBIT "B"

STATE OF TEXAS

COUNTY OF ROBERTSON

CLAYTON WILLIAMS ENERGY, INC.

Broughton Perrone Unit #1

Unit Description

BEING 486.568 acres of land, a part of the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 87.778 acres being a part of that certain 358.98 acre (Second Tract) conveyed to Judith Marie Perrone McCrady, et al by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas.

Tract 2: 239.554 acres being a part of that certain called 229.93 acre tract conveyed to Sam Degelia, Sr., et al by deed recorded in volume 225, page 235 of the Deed Records of Robertson County, Texas.

Tract 3: 98.017 acres being a part of that certain 378-3/4 acre tract conveyed to Joe Cotropia and wife, Pauline Cotropia by deed recorded in volume 110, page 143 of the Deed Records of Robertson County, Texas.

Tract 4A: 23.976 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-97710 from the State of Texas, same as recorded in volume 670, page 724 of the Deed Records of Robertson County, Texas.

Tract 4B: 37.243 acres being that portion of the Brazos River as described in an Oil and Gas Lease No. M-98950 from the State of Texas, same as recorded in volume 705, page 383 of the Deed Records of Robertson County, Texas.

Said **486.568 acre** unit being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the Southeast line of said Joe Cotropia tract, for the West corner of a 40.36 acre Second Tract conveyed to Michael L. Muse by deed recorded in volume 444, page 154, the North corner of said Sam Degelia, Sr., et al tract and a North corner hereof;

THENCE with the Northeast line of said Sam Degelia, Sr. et al tract, the Southwest line of said Michael L. Muse tract, the Southwest line of a 30 foot land referred to in said Michael Muse deed, **South 32 deg. 21 min. 28 sec. East 2792.48 feet** to a point in the Northwest line of said 358.98 acre Judith McCrady, et al tract, for the South corner of said 30 foot lane, the East corner of said Sam Degelia, Sr., et al tract and for an East corner hereof; said point for corner bears North 32 deg. 21 min. 28 sec. West - 0.54 feet from a 4 inch treated corner post found for reference hereof;

THENCE with the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract, **South 57 deg. 05 min. 03 sec. West 256.50 feet** to a point for an interior corner hereof;

THENCE across said 358.98 acre Judith McCrady, et al tract, **South 10 deg. 33 min. 04 sec. East 2020.72 feet** to a point for corner hereof:

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **South 56 deg. 18 min. 04 sec. West 1452.46 feet** to a point for a corner hereof:

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 833.78 feet** to a point of curvature of a curve to the left;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, with said curve to the left with the following curve data: **Radius = 467.00 feet, Delta = 90 deg. 00 min. 00 sec., Arc = 733.56 feet,** and the **Chord** bearing and distance = **North 78 deg. 59 min. 31 sec. West - 660.44 feet** to a point for the point of curvature of said curve;

THENCE continuing across said 358.98 acre Judith McCrady, et al tract, **North 33 deg. 59 min. 31 sec. West 633.09 feet** to a point in the Southeast line of said Sam Degelia, Sr., et al tract, the Northwest line of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof;

THENCE with the Northwest line of said 358.98 acre Judith McCrady, et al tract, the Southeast line of said Sam Degelia, Sr., et al tract, **South 58 deg. 58 min. 35 sec. West 1108.88 feet** to a point on the East gradient boundary of the Brazos River (Tract 4A), for the South corner of said Sam Degelia, Sr., et al tract, the Northerly West corner of said 358.98 acre Judith McCrady, et al tract and for an interior corner hereof; said point bears South 58 deg. 58 min. 35 sec. West - 408.00 feet from a 6 inch pipe corner post found for reference hereof;

THENCE with the East gradient boundary of said Brazos River (Tract 4A), the West line of said 358.98 acre Judith McCrady, et al tract, **South 12 deg. 07 min. 36 sec. East 325.30 feet** and **South 07 deg. 24 min. 49 sec. East 422.47 feet** to a point for the Southeast corner of said Tract 4A and for a Southeast corner hereof;

THENCE across said Brazos River, with the South line of said Tract 4A, **South 82 deg. 36 min. 31 sec. West 417.47 feet** to a point on the West gradient boundary of said Brazos River, for a Southwest corner of said Tract 4A and for the Southwest corner hereof;

THENCE with the West gradient boundary of said Brazos River, the West lines of said Tract 4A and said Tract 4B as follows:

North 09 deg. 32 min. 53 sec. West 442.69 feet to a point;
North 11 deg. 19 min. 34 sec. West 467.41 feet to a point;
North 09 deg. 04 min. 03 sec. West 462.79 feet to a point;
North 14 deg. 44 min. 26 sec. West 501.91 feet to a point;
North 19 deg. 46 min. 30 sec. West 513.41 feet to a point;
North 19 deg. 45 min. 36 sec. West 361.44 feet to a point;
North 26 deg. 08 min. 43 sec. West 418.30 feet to a point;
North 21 deg. 12 min. 09 sec. West 510.52 feet to a point;
North 17 deg. 47 min. 30 sec. West 646.36 feet to a point;
North 23 deg. 00 min. 53 sec. West 372.79 feet to a point;
North 25 deg. 08 min. 30 sec. West 411.95 feet to a point;
North 29 deg. 49 min. 48 sec. West 481.82 feet to a point;
North 36 deg. 59 min. 23 sec. West 565.05 feet to a point;
North 38 deg. 29 min. 58 sec. West 444.02 feet to a point;
North 43 deg. 40 min. 26 sec. West 211.94 feet to a point for the West corner of said Tract 4B and for the Northerly West corner hereof;

THENCE across said Brazos River, with the Northwest line of said Tract 4B, **North 58 deg. 09 min. 27 sec. East 358.46 feet** to a point on the Northeast gradient boundary of said Brazos River, for the for the South corner of a 185 acre (First Tract) conveyed to Giovanna A. Mayfield by deed recorded in volume 624, page 735, the West corner of said Joe Cotropia tract and the North corner of said Tract 4B; said point bears South 58 deg. 09 min. 27 sec. West -171.45 feet from a fence corner post found for reference hereof;

THENCE with the Southeast line of said Mayfield tract, the Northwest line of said Joe Cotropia tract, **North 58 deg. 09 min. 27 sec. East 592.30 feet** to a point for the Northerly North corner hereof;

THENCE across said Joe Cotropia tract, **South 54 deg. 57 min. 48 sec. East 2679.01 feet** to a point for the point of curvature of a curve to the left;

THENCE continuing across said Joe Cotropia tract, with said curve to the left with the following curve data: **Radius = 500.00 feet, Delta = 31 deg. 59 min. 09 sec., Arc = 279.13 feet,** and the **Chord** bearing and distance = **South 70 deg. 57 min. 23 sec. East - 275.52 feet** to the point of curvature of said curve to the left;

THENCE continuing across said Joe Cotropia tract, **South 86 deg. 56 min. 57 sec. East 1085.80 feet** to a point in the Northwest line of said Sam Degelia, Sr., et al tract, the Southeast line of said Joe Cotropia tract, **North 59 deg. 21 min. 31 sec. East 551.43 feet** to the **PLACE OF BEGINNING** and containing **567.496 acres** of land.

Bearings are Astronomic based upon a Solar Observation, Hour Angle Method. Reference is hereby made to a plat attached hereto and made a part hereof.

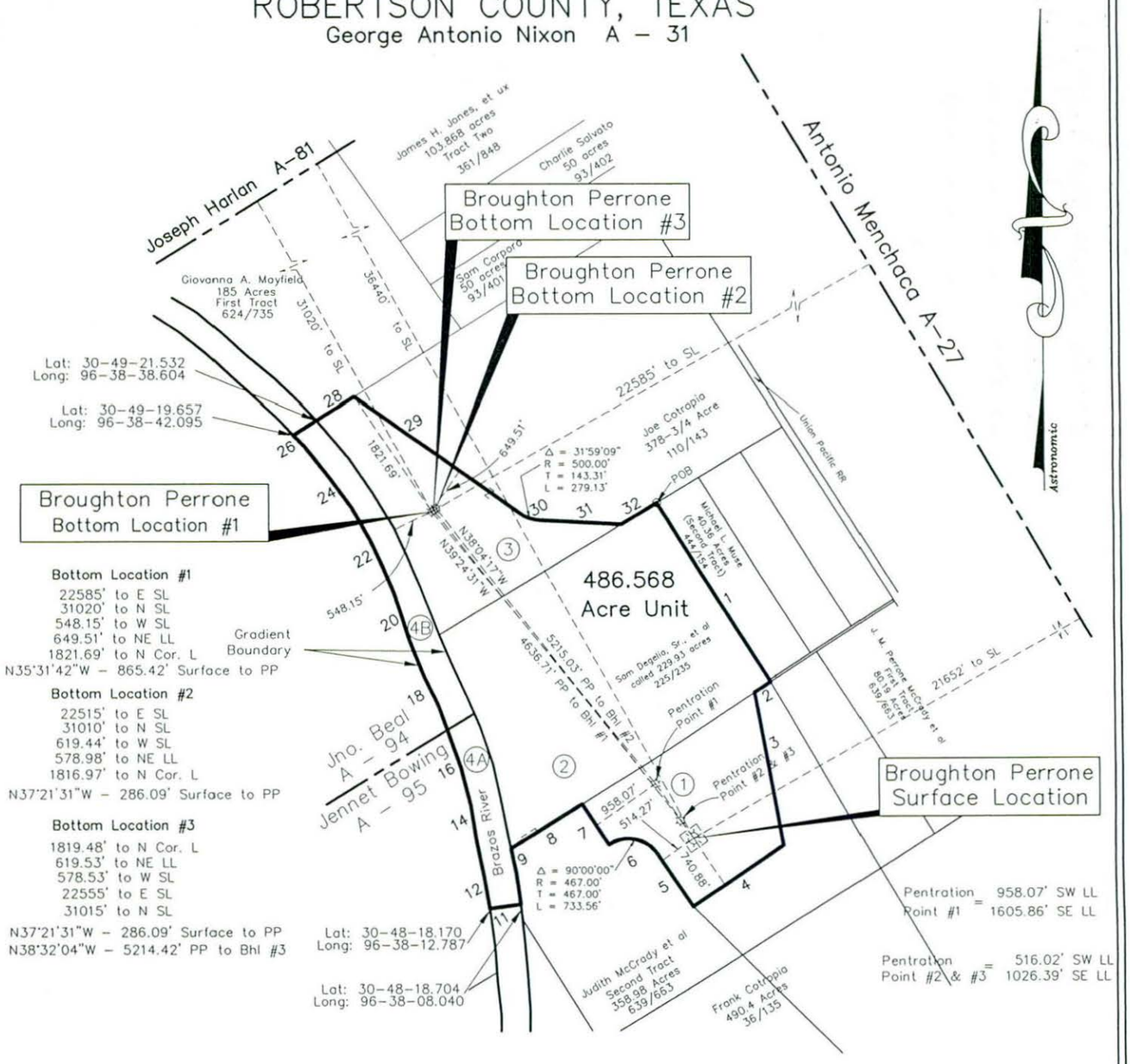
I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in July 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 04-20-01

EXHIBIT "C"

ROBERTSON COUNTY, TEXAS

George Antonio Nixon A – 31



Bottom Location #1
22585' to E SL
31020' to N SL
548.15' to W SL
649.51' to NE LL
1821.69' to N Cor. L
N35°31'42"W – 865.42' Surface to PP

Gradient Boundary

Bottom Location #2
22515' to E SL
31010' to N SL
619.44' to W SL
578.98' to NE LL
1816.97' to N Cor. L
N37°21'31"W – 286.09' Surface to PP

Bottom Location #3
1819.48' to N Cor. L
619.53' to NE LL
578.53' to W SL
22555' to E SL
31015' to N SL
N37°21'31"W – 286.09' Surface to PP
N38°32'04"W – 5214.42' PP to Bhl #3

Penetration Point #1 = 958.07' SW LL, 1605.86' SE LL

Penetration Point #2 & #3 = 516.02' SW LL, 1026.39' SE LL

Unit Calls		
1	S 32°21'28" E	2792.48'
2	S 57°05'03" W	256.50'
3	S 10°33'04" E	2020.72'
4	S 56°18'04" W	1452.46'
5	N 33°59'31" W	833.78'
6	N 78°59'31" W	660.44' C
7	N 33°59'31" W	633.09'
8	S 58°58'35" W	1108.88'
9	S 12°07'36" E	325.30'
10	S 07°24'49" E	422.47'
11	S 82°36'31" W	417.47'
12	N 09°32'53" W	442.69'
13	N 11°19'34" W	467.41'
14	N 09°04'03" W	462.79'
15	N 14°44'26" W	501.91'
16	N 19°46'30" W	513.41'
17	N 19°45'36" W	361.44'
18	N 26°08'43" W	418.30'
19	N 21°12'09" W	510.52'
20	N 17°47'30" W	646.36'
21	N 23°00'53" W	372.79'
22	N 25°08'30" W	411.95'
23	N 29°49'48" W	481.82'
24	N 36°59'23" W	565.05'
25	N 38°29'58" W	444.02'
26	N 43°40'26" W	211.94'
27	N 58°09'27" E	358.46'
28	N 58°09'27" E	592.30'
29	S 54°57'48" E	2679.01'
30	S 70°57'23" E	275.52' C
31	S 86°56'57" E	1085.80'
32	N 59°21'31" E	551.43'

Tract	Lessor	Lease #	Deed	Area
1	Mary G. Perrone, Trustee	#2-7375	639/663	87.778 acres
2	Beatrice Degelia		225/235	239.554 acres
3	Charles S. Cotropia, Agent		110/143	98.017 acres
4A	State of Texas Oil and Gas Lease No. M-97710	#2-07885	670/724	23.976 acres
4B	State of Texas Oil and Gas Lease No. M-98950	#2-08483	705/383	37.243 acres
			Total	486.568 acres

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.23 miles S25°W from Hearne, Robertson County, Texas.
   Latitude 30°48'27" North
   Longitude 96°37'42" West
   Elevation 264 above MSL (scaled)
   USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in July 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | Broughton Perrone Unit # 1 | 486.568 Acre Unit As Drilled

Prepared By: William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 10-2-97 | Scale: 1"= 2000' | Book 82
Disk: | Revised: 04-20-01 | Dwg # 971452-rev | W.O. # 971452

File No. MF 97710

Pooling Committee Report:

Amendment to Pooling Agreement

Date Filed: 8/15/01

By _____
David Dewhurst, Commissioner

21.

IN PAYMENT OF ✓ CLAYTON WILLIAMS ENERGY, INC 6 DESTA DRIVE, STE 3000 MIDLAND, TX 79705
DELAY RENTAL TO PARTY OR PARTIES NAMED BELOW, PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN.

LEASE NUMBER	LEASE DATE	COUNTY / PARISH / STATE	RECORDED BOOK PAGE	FOR PERIOD MOS.	BEGINNING	CHECK NUMBER
TX-002060-207885	1/7/97	ROBERTSON MILAM TEXAS	670 724 744 271	12	1/7/02	009297

DEPOSIT RENTAL TO CREDIT OF:

STATE OF TEXAS M-97710
COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N, CONGRESS
AUSTIN, TX 78701-1495
TWO YEAR EXTENSION OF DEEP RIGHTS

02014718

X 12,862.50

121

RECEIVED
DEC 21 PM 2:
RAY RESOURCES

PROSPECT		CHECK DATE	RENTAL AMOUNT	BANK CHARGE
	AUSTIN CHALK PROSPECT			
DIVISION	SAN ANTONIO DIVISION	12/18/01	$12,862.50	

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO LEASE NUMBER. PLEASE DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

CLAYTON WILLIAMS ENERGY, INC 6 DESTA DRIVE, STE 3000 MIDLAND, TX 79705

IN PAYMENT OF DELAY RENTAL TO PARTY OR PARTIES NAMED BELOW, PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN.

LEASE NUMBER	LEASE DATE	COUNTY / PARISH / STATE	RECORDED BOOK	RECORDED PAGE	FOR PERIOD MOS.	FOR PERIOD BEGINNING	CHECK NUMBER
TX-002060-207885	1/7/97	ROBERTSON MILAM TEXAS	670 744	724 271	12	1/7/02	009297

DEPOSIT RENTAL TO CREDIT OF:

STATE OF TEXAS M-97710
COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N, CONGRESS
AUSTIN, TX 78701-1495
TWO YEAR EXTENSION OF DEEP RIGHTS

COPY

02014718

PROSPECT	AUSTIN CHALK PROSPECT	CHECK DATE	RENTAL AMOUNT	BANK CHARGE
DIVISION	SAN ANTONIO DIVISION	12/18/01	$12,862.50	

IF CORRESPONDENCE IS REQUIRED, PLEASE MAKE REFERENCE TO LEASE NUMBER.

DRAWER:

CLAYTON WILLIAMS ENERGY, INC
6 DESTA DRIVE, STE. 3000
MIDLAND, TX 79705

DRAWEE BANK
NORWEST BANK TEXAS, N.A.
P.O. BOX 2097
MIDLAND, TEXAS 79702-2097

0201

IN PAYMENT OF DELAY RENTAL TO PARTY OR PARTIES NAMED BELOW, PURSUANT TO THE TERMS OF LEASE IDENTIFIED HEREIN.

LEASE NUMBER	LEASE DATE	COUNTY / PARISH / STATE	RECORDED BOOK	RECORDED PAGE	FOR PERIOD MOS.	FOR PERIOD BEGINNING	CHECK NUMBER
TX-002060-207885	1/7/97	ROBERTSON MILAM TEXAS	670 744	724 271	12	1/7/02	009297

12,862 DOLLARS & 50 CENTS

CHECK DATE	AMOUNT
12/18/01	$12,862.50

STATE OF TEXAS M-97710
COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N. CONGRESS
AUSTIN, TEXAS 78701-1495

NON NEGOTIABLE COPY
YOU MAY KEEP THIS
COPY FOR YOUR RECORDS -

"009297" [redacted]

(24)

File No. M- 97710

Deeper Depths Extension

Permit

Date Filed: 1/4/02

David Dewhurst, Commissioner

By Daryl Morgan

OSOTATS

CLAYTON W. WILLIAMS, JR., INC.
6 DESTA DRIVE, SUITE 3000
MIDLAND, TEXAS 79705

CERTIFIED MAIL

7001 0320 0004 1581 8589

MIDLAND DEC 18'01 TX 797 12/18/01 08:25 PD METER 7000229 $3.94 U.S. POSTAGE

RETURN RECEIPT REQUESTED

10-12-21

78701-1436 71

Texas General Land Office

David Dewhurst Commissioner

January 4, 2002

Clayton Williams Energy, Inc
6 Desta Drive, Suite 3000
Midland, Texas 79705-9990

Attention: Land Department

RE: State Lease M-97710
Tract 6, Brazos River
Milam and Robertson Counties, Texas

Dear Sir/Madam:

We hereby acknowledge receipt of your of payment in the amount of $12,862.50. In accordance with Paragraph 7 (B) of the referenced lease this payment will maintain the lease in force and effect as to the deeper depths until January 7, 2004, and so long thereafter as oil or gas is produced in paying quantities from such deeper depths.

Please let me know if you have any questions or if I may be of further assistance.

Sincerely,

J. Daryl Morgan
Energy Resources
(512) 305-9106

Mailing
Post Office Box 12873
Austin, Texas
78711-2873

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

512.463.5001
1.800.998.4GLO
www.glo.state.tx.us

(25)

File No. M-97710

Ltr to Clayton Williams

Date Filed: 1/4/02

David Dewhurst, Commissioner

By Daryl Mory

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA07-126

Unit Number	*4050*		
Operator Name	*CLAYTON WILLIAMS ENERGY INC*	*Effective Date*	*7/17/2007*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Reformation of the Cotropia-Frazier Unit 1*	*Unit Term*	*0 Months*
County1	*Milam*		
County 2	*Robertson*		
County 3			
RRC District:	*01*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0285260947964*		
State Part in Unit:	*0.1141043791857*		

Old Unit Number	*Inactive Status Date*
2670	*7/17/2007*
0	
0	
0	
0	

Unit Depth	**Below**	*Well:*	*Other*
Below Depth	5050	*Formation:*	*Austin Chalk Formation*
Above Depth	5260	*Participation Basis:*	*Surface Acreage*

[If Exclusions Apply: See Remarks]

MF Number	MF097710		*Tract Number*	2	
Lease Acres	40.056	/	*Total Unit Acres*	351.047	=
Tract Participation:	0.1141044	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0285261		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

01-000730
01-000749

API Number	*RRC Number*
423953054500	23421

Remarks:

Prepared By:	TM	*Prepared Date:*	7-18-07
GLO Base Updated By:	TM	*GLOBase Date:*	7-19-07
RAM Approval By:	JKy	*RAM Approval Date:*	7-25-07
GIS By:	JH	*GIS Date:*	9-1-07
Mineral Maps By:		*Mineral Maps Date:*	

Pooling Committee Report

To: School Land Board

PA07-126

Date of Board Meeting: July 17, 2007

Unit Number: 4050

Effective Date: 7/17/2007

Unit Expiration Date: Permanent

Applicant: CLAYTON WILLIAMS ENERGY INC

Attorney Rep:

Operator: CLAYTON WILLIAMS ENERGY INC

County 1: Milam

County 2: Robertson

County 3:

Unit Name: Reformation of the Cotropia-Frazier Unit 1

Field Name: Giddings (Austin Chalk-3)

Lease Type	MF Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres in Unit	Royalty Participation
SF	MF097710	0.25	1/7/2000	HBP	245	40.056	0.0285261

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	310.991
State Acres:	40.056
Total Unit Acres:	351.047

Participation Basis:
Surface Acreage

State Acreage:	11.41%
State Unit Royalty:	2.85%

Unit Type:	Unitized for:
Permanent	Oil & Gas
Term: 0	Months

Well Location:
Private Land

RRC Rules:	Spacing Acres:
Special Field Rule	880

Pooling Agreement Number: PA07-126

REMARKS:

- Clayton Williams Energy, Inc. is requesting an amendment to the Cotropia-Frazier Unit by decreasing the size of the unit from 557.105 acres to 351.047 acres.

- The School Land Board approved permanent oil and gas pooling of the Austin Chalk Formation on December 2, 1997.

- The reformation of this unit will enable the applicant to drill an infill well in the Austin Chalk Formation. The State will participate in the new unit.

- With approval of the amendment the State's unit royalty participation will be 2.8526% which is slightly higher than the State's current unit royalty participation.

- Approval by the School Land Board in no way ratifies the State lease included in this unit.

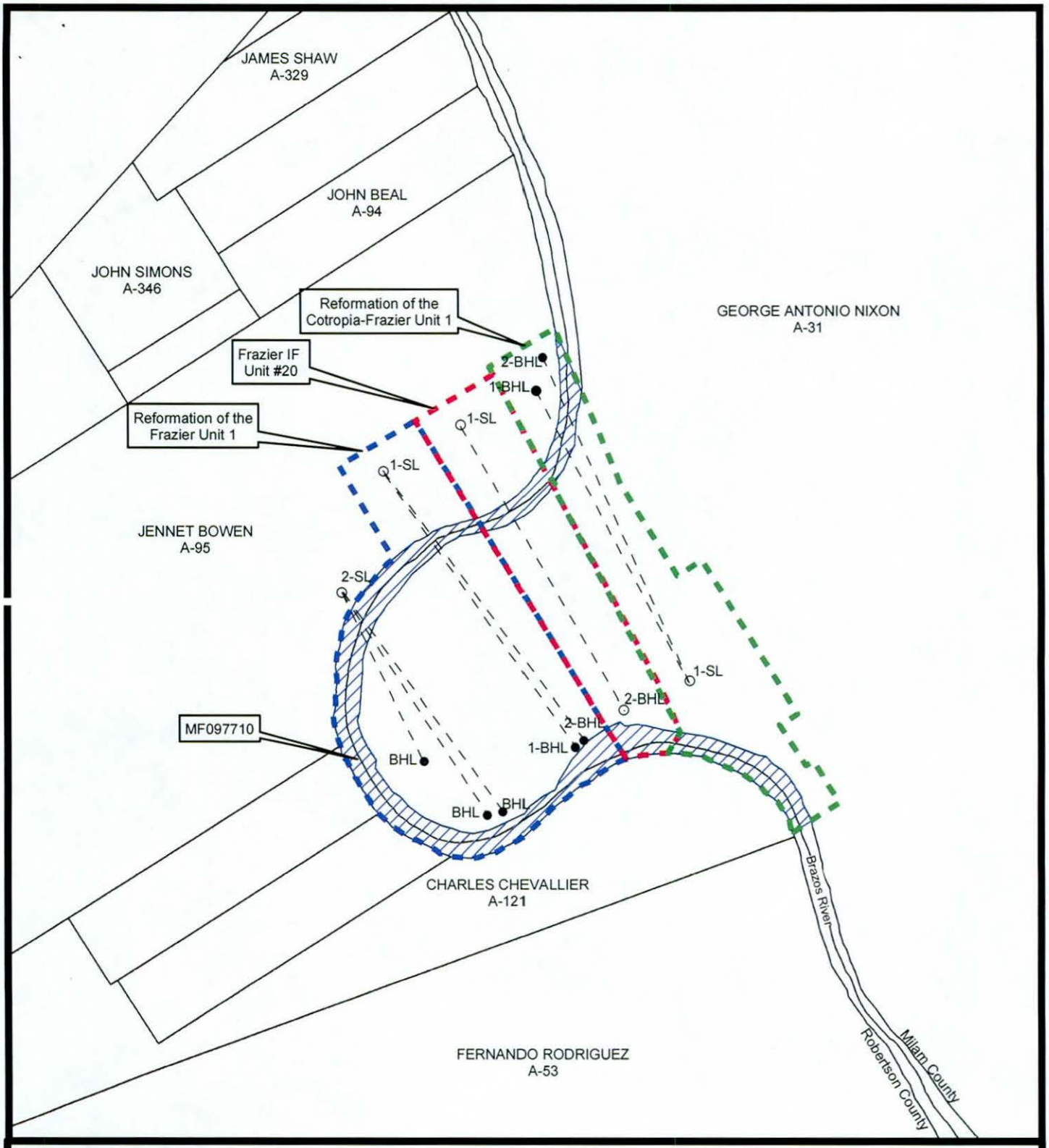
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of the amendment to the Cotropia-Frazier Unit under the above-stated provisions.

Jeffee Martinez-Vargas - Office of the Attorney General — Date: 7-6-07

Peter A. Boone - General Land Office — Date: 7.6.07

Vacant - Office of the Governor — Date:



Clayton Williams Energy, Inc.
Reformation of the Cotropia-Frazier Unit 1
Reformation of the Frazier Unit 1
Frazier IF Unit #20
Giddings (Austin Chalk-3)
MF097710
Milam and Robertson Counties
PA07-126, PA07-127 and PA07-128

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 1,000 2,000 Feet

N

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By:
Ferrel Taylor
Information Systems - GIS
July 17, 2007

AMENDMENT OF POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA - FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

WHEREAS, on December 2, 1997, the Cotropia - Frazier Unit No. 1 ("Unit") in Milam and Robertson Counties Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Clayton Williams Energy, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement ("Agreement") to pool certain State lands into the Unit, which covers 557.105 acres in Milam and Robertson Counties, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-97710; and

WHEREAS, on July 17, 2007, Clayton Williams Energy, Inc. made application and the School Land Board approved the application to reduce the size of the Unit from 557.105 acres to 351.047 acres; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interest of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Unit is amended by deleting the Exhibits to the Agreement in their entirety and substituting the attached Exhibit "A", as a list of the oil and gas leases included within the amended Unit, the attached Exhibit "B" as a description of the lands included in the amended Unit and the attached Exhibit "C" as a plat of the amended 351.047 acre Unit.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of July 17, 2007.

Date Executed 8-27-07

STATE OF TEXAS

Legal AM
Content
Geology
Executive

By: Jerry E. Patterson
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: Greg Welborn - CWEI
Its: Vice President

4.47.9

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 29th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Wellborn, as Vice President - Land of Clayton Williams Energy, Inc. a _____ corporation on behalf of said corporation

Lisa A. Armenta
Notary Public in and for the State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

4.47.8

EXHIBIT "A"

(Attached to Amendment of Pooling Agreement for the
Clayton Williams Energy, Inc. - Cotropia-Frazier Unit #1,
351.047 acres in Milam & Robertson Counties, Texas)

Lease #1: Oil and Gas Lease dated September 06, 1994, from Marie Roper, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 627, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06965-A)

Lease #2: Oil and Gas Lease dated September 06, 1994, from Karen Collette Ragsdale, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 630, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-B)

Lease #3: Oil and Gas Lease dated September 06, 1994, from Joe C. Collette, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 531, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-C)

Lease #4: Oil and Gas Lease dated September 19, 1994, from Frances Nealms Mullis, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 622, Page 583, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-D)

Lease #5: Oil and Gas Lease dated September 06, 1994, from Johnny Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 642, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-E)

Lease #6: Oil and Gas Lease dated September 06, 1994, from Vincent Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 624, Page 090, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-F)

Lease #7: Oil and Gas Lease dated September 08, 1994, from Pete Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 623, Page 448, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-G)

Lease #8: Oil and Gas Lease dated February 14, 1995, from Freddie Joe Ferrara & Suzanne Renee Ferrara, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 630, Page 373, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-H)

Lease #9: Oil and Gas Lease dated July 21, 1994, from Lucille Collette, a single woman, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 261, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06914-A)

Lease #10: Oil and Gas Lease dated July 21, 1994, from Rena M. Collette, a widow, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 258, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described in Lease #9, being included in this unit. (Lease #2-06914-B)

Lease #11: Oil and Gas Lease dated July 22, 1994, from Sarah Marie Collette, a widow, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 223, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-C)

Lease #12: Oil and Gas Lease dated July 22, 1994, from Ludwig Kapser, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 104, Official Records, Robertson County, Texas, covering 434.28 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06967-A)

Lease #13: Oil and Gas Lease dated July 20, 1994, from Marc Anthony Nigliazzo, Attorney-in-Fact for Salvatora Fazzio Nigliazzo, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 226, Official Records, Robertson County, Texas, covering 214.86 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 12.972 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 12.972 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06917)

Lease #14: Oil and Gas Lease dated July 08, 1990, from Joe Scarpinato, et ux, Frances Scarpinato, as Lessor, to Clay Pollard as Lessee, recorded in Volume 558, Page 277, Official Records, Robertson County, Texas, covering 614.16 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 18.952 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 18.952 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-05767)

Lease #15: Oil and Gas Lease dated July 19, 1994, from James Cortemelia, et ux, Carolyn Cortemelia, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06915-A)

Lease #16: Oil and Gas Lease dated July 26, 1994, from Tony Cortemelia, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, comprising the same lands described in Lease #15, being included in this unit. (Lease #2-06915-B)

Lease #17: Oil and Gas Lease dated July 25, 1994, from Joe Scarpinato, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, comprising the same lands described above in lease #15, being included in this unit. (Lease #2-06915-C)

Lease #18: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, et ux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 66.957 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 66.957 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Unit #2-07358)

Lease #19: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 56.998 acres of lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 56.998 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

Lease #20: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, et ux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 41.875 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 41.875 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

Lease #21: Oil and Gas Lease dated January 7, 1997, from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.052 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.052 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

Lease #22: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 1.310 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 1.310 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

Lease #23: Oil and Gas Lease dated October 2, 1995, from Violet H. Frazier, as Lessor to Union Pacific Resources Co., as Lessee, recorded in Volume 725, Page 865. Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 44.418 acres out of the lands described therein, located in the Jennett Bowling A-95, Milam, Texas, all of said 44.418 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

Lease #24: Oil and Gas Lease dated July 18, 1994, from Annie Camarata, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 30, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06922-A)

Lease #25: Oil and Gas Lease dated August 12, 1994, from Annie Camarata, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page17, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-B)

Lease #26: Oil and Gas Lease dated August 12, 1994, from Lucy Camarata Richard, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 20, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-C)

Lease #27: Oil and Gas Lease dated August 16, 1994, from Lena Ann Fritcher, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 23, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-D)

Lease #28: Oil and Gas Lease dated August 12, 1994, from Tannie Joseph Camarata, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 516, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-E)

Lease #29: Oil and Gas Lease dated August 16, 1994, from Josie Marie Burns, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 11, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-F)

EXHIBIT "B"

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1
UNIT DESCRIPTION

BEING 351.047 acres of land, a part of the Jennett Bowling Survey, Abstract 95, Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 44.418 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 20.657 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 19.399 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 41.875 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 56.998 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 66.957 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Tract 6: 26.084 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Tract 7: 24.024 acres being a part of a 150 acre tract conveyed to Matt Camaratto et ux by deed recorded in volume 253, page 152 of the Deed Records of Robertson County, Texas;

Tract 8: 18.952 acres being a part of a 150 acre tract conveyed to Joe Scarpinato by deed recorded in volume 199, page 200 of the Deed Records of Robertson County, Texas;

Tract 9: 12.972 acres being a part of a 214.86 acre tract conveyed to R. T. Feltus, Trustee, by deed recorded in volume 350, page 126 of the Deed Records of Robertson County, Texas;

Tract 10: 5.340 acres being a part of a 71.25 acre tract conveyed to Luke Collette by deed recorded in volume 152, page 556 of the Deed Records of Robertson County, Texas;

Tract 11: 5.669 acres being a part of a 71.25 acre tract conveyed to Joe L. Collette by deed recorded in volume 152, page 560 of the Deed Records of Robertson County, Texas;

Tract 12: 6.392 acres being a part of a 71.25 acre tract conveyed to Freddie Joe Ferrara, Jr. et ux by deed recorded in volume 568, page 440 of the Deed Records of Robertson County, Texas;

Tract 13: 1.310 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

Said 351.047 acre unit being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 57 min. 54 sec. East 5476.34 feet

from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to John E. Walker and Sharon A. Anderson Co-Trustees by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East**, at 1193.71 feet passing a 2" steel pipe post found for a reference hereof, in all a total distance of **1553.73 feet** to a point in the West gradient boundary of the Brazos River, for an interior corner hereof;

THENCE across said Brazos River **South 22 deg. 50 min. 33 sec. East 1109.69 feet** to a point on the East gradient boundary of said Brazos River, the West line of said McCrady 358.98 acre tract;

THENCE across said McCrady 358.98 acre tract, **South 22 deg. 50 min. 33 sec. East 438.30 feet** to a point in the Southeast line of said McCrady 358.98 acre tract, the Northwest line of said Frank Cotropia 490.4 acre tract; Said point bears South 58 deg. 16 min. 10 sec. West - 5225.12 feet from a 1/2 inch iron rod found for the East corner of said 358.98 acre tract for reference hereof; Said point also bears South 57 deg. 58 min. 54 sec. West - 8897.86 feet from a cross tie corner post found for the North corner of said 529.3 acre Cotropia tract, the East corner of said 490.4 acre Cotropia tract and a reference hereof;

THENCE across said Cotropia 490.4 acre tract **South 22 deg. 50 min. 33 sec. East 1839.81 feet** to a point for an angle corner hereof. Said point bears North 57 deg. 58 min. 24 sec. East 2078.01 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 01 min. 06 sec. East 1888.81 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract **North 58 deg. 00 min. 14 sec. East 518.64 feet** to a point for a Northerly East corner hereof, said point bears South 51 deg. 58 min. 35 sec. East 639.56 feet from a 6 inch steel pipe post found for the South corner of a 79.297 acre tract conveyed to Louis Michael Muse, et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 01 min. 06 sec. East 1495.45 feet** to a point in the Northwest line of said Feltus 152.69 acre tract, the Southeast line of said Cotropia 528.4 acre tract; said point bears South 57 deg. 58 min. 07 sec. West - 9552.32 feet from a cross tie corner post found for the North corner of said 152.69 acre Feltus tract and reference hereof;

THENCE across said Feltus 152.69 acre tract **South 32 deg. 01 min. 06 sec. East 554.60 feet** to a point in the Northwest line of said Camaratto 150 acre tract, the Southeast line of said Feltus 152.69 acre tract; said point bears South 57 deg. 58 min. 14 sec. West - 9552.23 feet from a ½ inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Camaratto 150 acre tract **South 32 deg. 01 min. 06 sec. East 573.62 feet** to a point in the Northwest line of said Scarpinato 150 acre tract, the Southeast line of said Camaratto 150 acre tract; said point bears South 57 deg. 56 min. 58 sec. West - 9552.01 feet from a ¾ inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Scarpinato 150 acre tract **South 32 deg. 01 min. 06 sec. East 600.23 feet** to a point in the Northwest line of said Feltus 214.86 acre tract, the Southeast line of said Scarpinato 150 acre tract, for an East corner hereof; said point bears South 57 deg. 57 min. 00 sec. West - 7511.60 feet from a ½ inch iron rod found at the intersection of the Northwest line of said 214.86 acre Feltus tract and the Northeast margin of Union Pacific Railroad 100 foot wide right of way for reference hereof;

THENCE with the Southeast line of said Scarpinato 150 acre tract, the Northwest line of said Feltus 214.86 acre tract **South 57 deg. 57 min. 00 sec. West 375.47 feet** to a point for an interior corner hereof;

THENCE across said Feltus 214.86 acre tract **South 32 deg. 01 min. 06 sec. East 869.74 feet** to a point in the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract **North 57 deg. 55 min. 28 sec. East 157.17 feet** to a point for the most Southerly North corner hereof; said point bears South 57 deg. 53 min. 48 sec. West - 9772.15 feet from a ½ inch iron rod found for the North corner of said 71.25 acre Collette tract for reference hereof;

THENCE across said Luke Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 293.12 feet** to a point in the Northwest line of said Joe Collette 71.25 acre tract, the Southeast line of said Luke Collette 71.25 acre tract;

THENCE across said Joe Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 288.70 feet** to a point in the Northwest line of said Ferrara 71.25 acre tract, the Southeast line of said Joe Collette 71.25 acre tract;

THENCE across said Ferrara 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 298.25 feet** to a point in the Northwest line of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 of the Deed Records of Robertson County, Texas, the Southeast line of said Ferrara 71.25 acre tract, for the East corner hereof; said point bears South 57 deg. 37 min. 55 sec. West - 2747.40 feet from a 1-1\2 inch pipe found at the North corner of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 for reference hereof;

THENCE with the Southeast line of said Ferrara 71.25 acre tract, the Northwest line of said Scamardo 236.53 acre tract **South 57 deg. 37 min. 55 sec. West 968.41 feet** to a point on the East gradient boundary of the Brazos River, the west corner of said Scamardo 236.53 acre tract and the South corner hereof;

THENCE with the meanders of the East gradient boundary line of the Brazos River as follows:

North 16 deg. 01 min. 31 sec. West 113.43 feet to a point,

North 18 deg. 23 min. 57 sec. West 198.86 feet to a point for the West corner of said Ferrara 71.25 acre tract, the South corner of said Joe Collette 71.25 acre tract,

North 18 deg. 23 min. 57 sec. West 113.18 feet to a point for an interior corner hereof;

THENCE across the Brazos River **South 70 deg. 41 min. 47 sec. West 331.82 feet** to a point in the West gradient boundary line of the Brazos River for a Westerly South corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as follows:

North 20 deg. 23 min. 02 sec. West 176.41 feet to a point,
North 18 deg. 42 min. 22 sec. West 439.62 feet to a point,
North 28 deg. 31 min. 18 sec. West 193.37 feet to a point,
North 51 deg. 01 min. 14 sec. West 171.98 feet to a point,
North 49 deg. 10 min. 38 sec. West 210.19 feet to a point,
North 80 deg. 34 min. 19 sec. West 224.49 feet to a point,
North 73 deg. 29 min. 08 sec. West 381.30 feet to a point,
North 70 deg. 04 min. 04 sec. West 474.40 feet to a point,
North 69 deg. 35 min. 11 sec. West 212.46 feet to a point,
North 60 deg. 21 min. 22 sec. West 210.02 feet to a point for the most Westerly South corner hereof;

THENCE across the Brazos River **North 29 deg. 38 min. 38 sec. East 264.91 feet** to a point in the East gradient boundary line of the Brazos River, the Southwest line of said Cotropia 528.4 acre tract;

THENCE across said Feltus 152.69 acre tract, **North 23 deg. 45 min. 44 sec. West 563.06 feet** to a point in the Southeast line of said Cotropia 528.4 acre tract, the Northwest line of said Feltus 52.69 acre tract;

THENCE across said Cotropia 528.4 acre tract **North 28 deg. 01 min. 39 sec. West 1497.54 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 525.4 acre tract **North 28 deg. 01 min. 39 sec. West 1892.87 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line

of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 829.20 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 490.4 acre tract **North 28 deg. 01 min. 39 sec. West 983.42 feet** to a point in the South gradient boundary of the Brazos River;

THENCE across said Brazos River **North 28 deg. 01 min. 39 sec. West 417.37 feet** to a point in the West gradient boundary line of the Brazos River, the Southeast line of said Frazier 1038 acre tract;

THENCE across said Frazier 1038 acre tract **North 28 deg. 01 min. 39 sec. West 1985.34 feet** to the **PLACE OF BEGINNING** and containing **351.047 acres** of land.

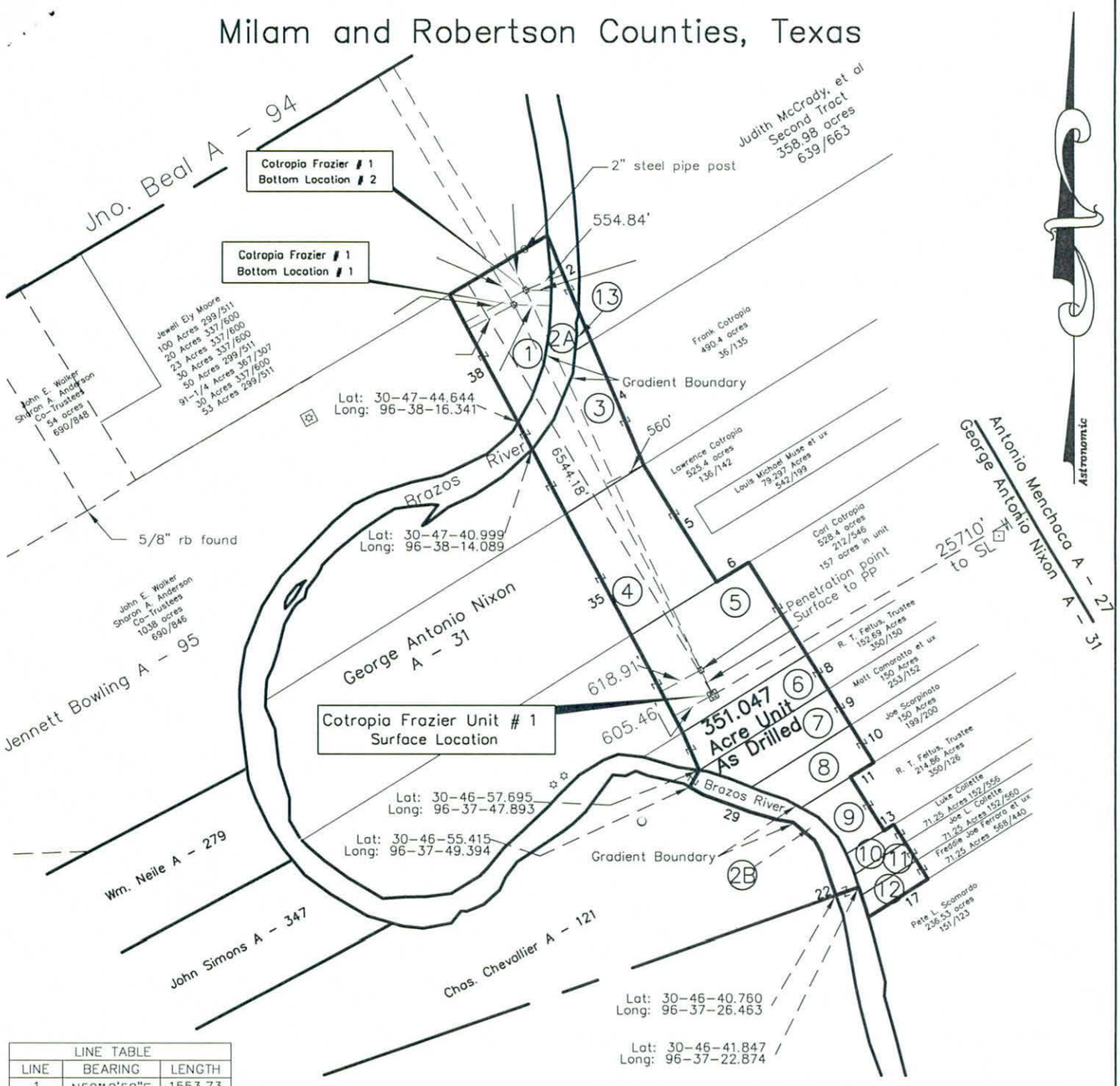
Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 5-22-07

EXHIBIT "C"

Milam and Robertson Counties, Texas



LINE TABLE		
LINE	BEARING	LENGTH
1	N59°12'58"E	1553.73
2	S22°50'33"E	1109.69
3	S22°50'33"E	438.30
4	S22°50'33"E	1839.81
5	S32°01'06"E	1888.81
6	N58°00'14"E	518.64
7	S32°01'06"E	1495.45
8	S32°01'06"E	554.60
9	S32°01'06"E	573.62
10	S32°01'06"E	600.23
11	S57°57'00"W	375.47
12	S32°01'06"E	869.74
13	N57°55'28"E	157.17
14	S32°01'06"E	293.12
15	S32°01'06"E	288.70
16	S32°01'06"E	298.25
17	S57°37'55"W	968.41
18	N16°01'31"W	113.43
19	N18°23'57"W	198.86
20	N18°23'57"W	113.18
21	S70°41'47"W	331.82
22	N20°23'02"W	176.41
23	N18°42'22"W	439.62
24	N28°31'18"W	193.37
25	N51°01'14"W	171.98
26	N49°10'38"W	210.19
27	N80°34'19"W	224.49
28	N73°29'08"W	381.30
29	N70°04'04"W	474.40
30	N69°35'11"W	212.46
31	N60°21'22"W	210.02
32	N29°38'38"E	264.91
33	N23°45'44"W	563.06
34	N28°01'39"W	1497.54
35	N28°01'39"W	1892.87
36	N28°01'39"W	983.42
37	N28°01'39"W	417.37
38	N28°01'39"W	1985.34

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'46" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	44.418
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	20.657
2B	State of Texas	2-07885	744/271	19.399
3	Frank Cotropia, et ux	2-07357	136/135	41.875
4	Rosalie Cotropia, Trustee	2-07377	136/142	56.998
5	Carl Cotropia, et ux	2-07358	212/546	66.957
6	Joe Cortemelia et al	2-06915A-C	350/150	26.084
7	Annie Camaratto et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	1.310
		Unit Total		351.047

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	351.047 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: I | Revised: 07-19-06 | Rev. # 5G | Dwg #971488R | W.O. # 971488

24

File No. MF 097710

Poling Committee Road x
Crossing to Poling
Equipment
Unit
4050

Date Filed: 8/29/07

Jerry E. Patterson, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA07-127

Unit Number	*4051*		
Operator Name	*CLAYTON WILLIAMS ENERGY INC*	*Effective Date*	*7/17/2007*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Reformation of the Frazier Unit 1*	*Unit Term*	*0 Months*
County1	*Milam*		
County 2	*Robertson*		
County 3			
RRC District:	*01*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0439754114562*		
State Part in Unit:	*0.1759016458248*		

Old Unit Number	*Inactive Status Date*
2671	*7/17/2007*
0	
0	
0	
0	

Unit Depth	**Below**	*Well:*	*Other*
Below Depth	**5050**	*Formation:*	*Austin Chalk*
Above Depth	**5260**	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF097710		*Tract Number*	2	
Lease Acres	93.443	/	*Total Unit Acres*	531.223	=
Tract Participation:	0.1759016	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0439754		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

01-000730
01-000749

API Number	RRC Number
423313348000	23286

Remarks:

Prepared By:	M	*Prepared Date:*	7-18-07
GLO Base Updated By:	M	*GLOBase Date:*	7-19-07
RAM Approval By:	JKing	*RAM Approval Date:*	7-25-07
GIS By:	JJ	*GIS Date:*	9-07
Mineral Maps By:		*Mineral Maps Date:*	

Pooling Committee Report

To: School Land Board

PA07-127

Date of Board Meeting: July 17, 2007

Unit Number: 4051

Effective Date: 7/17/2007

Unit Expiration Date: Permanent

Applicant: CLAYTON WILLIAMS ENERGY INC

Attorney Rep:

Operator: CLAYTON WILLIAMS ENERGY INC

County 1: Milam

County 2: Robertson

County 3:

Unit Name: Reformation of the Frazier Unit 1

Field Name: Giddings (Austin Chalk-3)

Lease Type	MF Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres in Unit	Royalty Participation
SF	MF097710	0.25	1/7/2000	HBP	245	93.443	0.0439754

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	437.78
State Acres:	93.443
Total Unit Acres:	531.223

Participation Basis:
Surface Acreage

State Acreage:	17.59%
State Unit Royalty:	4.40%

Unit Type:	Unitized for:
Permanent	Oil & Gas
Term: 0	Months

Well Location:
Private Land

RRC Rules:	Spacing Acres:
Special Field Rule	800

Pooling Agreement Number: PA07-127

REMARKS:

- Clayton Williams Energy, Inc. is requesting an amendment to the Frazier Unit by decreasing the size of the unit from 628.089 acres to 531.223 acres.

- The School Land Board approved permanent oil and gas pooling of the Austin Chalk Formation on December 2, 1997.

- The reformation of this unit will enable the applicant to drill an infill well in the Austin Chalk Formation. The State will participate in the new unit.

- With approval of the amendment the State's unit royalty participation will be 4.3975% which is 0.2964% higher than the State's current unit royalty participation.

- Approval by the School Land Board in no way ratifies the State lease included in this unit.

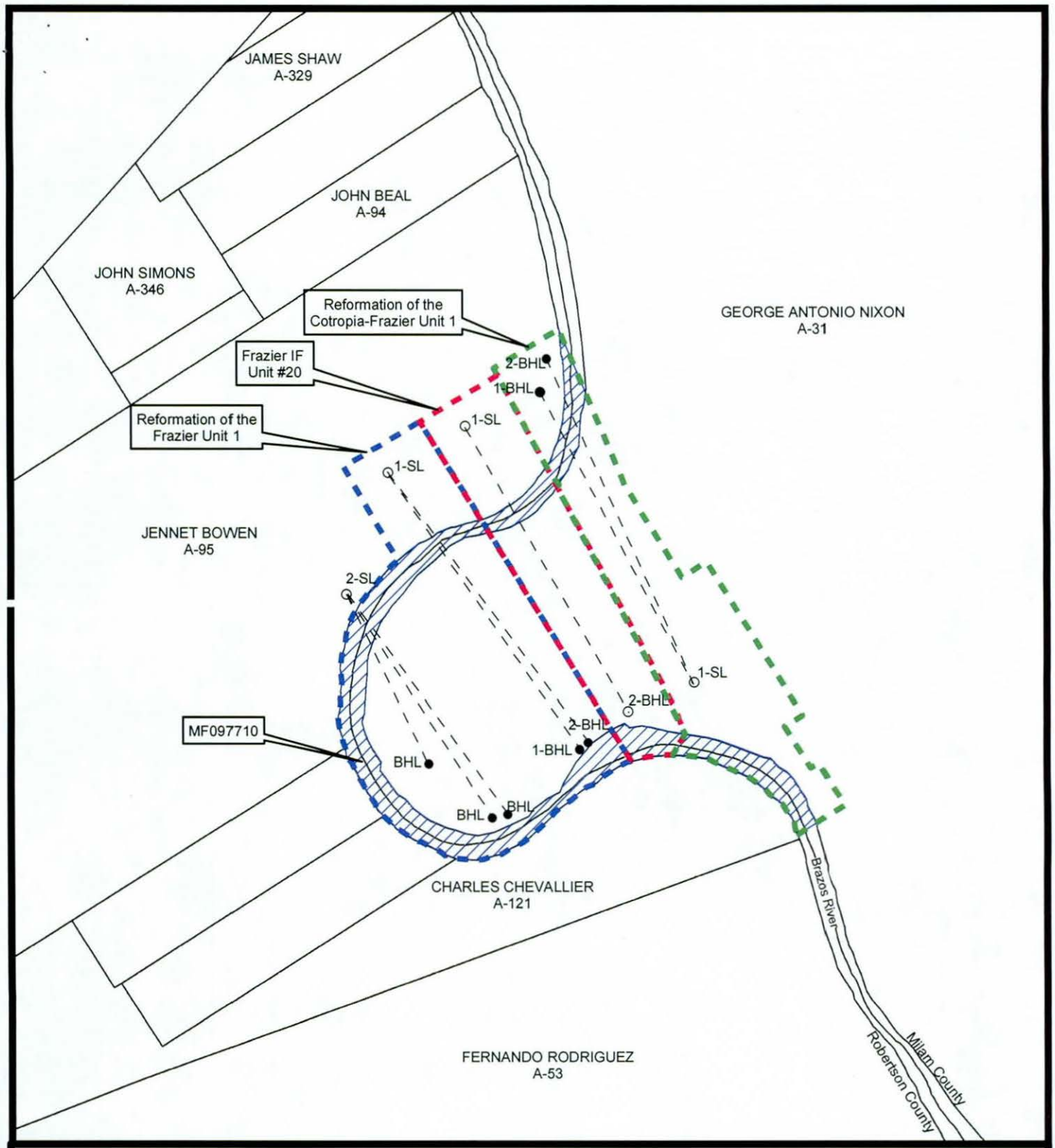
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of the amendment to the Frazier Unit under the above-stated provisions.

Jeffee Martinez-Vargas - Office of the Attorney General — Date: 7-6-07

Peter A. Boone - General Land Office — Date: 7·6·07

Vacant - Office of the Governor — Date:



Clayton Williams Energy, Inc.
Reformation of the Cotropia-Frazier Unit 1
Reformation of the Frazier Unit 1
Frazier IF Unit #20
Giddings (Austin Chalk-3)
MF097710
Milam and Robertson Counties
PA07-126, PA07-127 and PA07-128

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 1,000 2,000 Feet

N

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By:
Ferrel Taylor
Information Systems - GIS
July 17, 2007

AMENDMENT OF POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

WHEREAS, on December 2, 1997, the Frazier Unit No. 1 ("Unit") in Milam and Robertson Counties Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Clayton Williams Energy, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement ("Agreement") to pool certain State lands into the Unit, which covers 628.089 acres in Milam and Robertson Counties, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-97710; and

WHEREAS, on July 17, 2007, Clayton Williams Energy, Inc. made application and the School Land Board approved the application to reduce the size of the Unit from 628.089 acres to 531.223 acres; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interest of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Unit is amended by deleting the Exhibits to the Agreement in their entirety and substituting the attached Exhibit "A", as a list of the oil and gas leases included within the amended Unit, the attached Exhibit "B" as a description of the lands included in the amended Unit and the attached Exhibit "C" as a plat of the amended 531.223 acre Unit.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of July 17, 2007.

Date Executed 8-27-07

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Greg Matthews - CWEI
Its: Vice President - Land

7-17-07

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 29th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Wellborn, as Vice President - Land of Clayton Williams Energy, Inc. a _____ corporation on behalf of said corporation

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

JU.JT.8

EXHIBIT "A"

(Attached to Amendment of Pooling Agreement for the
Clayton Williams Energy, Inc.-
Frazier Unit No.1, 531.223 Acres, Milam & Robertson Counties, Tx.)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 69.316 acres out of the lands described therein, located in the Jennett Bowling Survey, A-95 Milam County, Texas, all of said 69.316 acres as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 93.443 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 93.443 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia and wife, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 76.381 acres out of the land described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 76.381 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 164.017 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 164.017 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers, 128.066 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 128.066 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

EXHIBIT "B"

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT #1
UNIT DESCRIPTION

BEING **531.223 acres** of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 69.316 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2: 93.443 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 76.381 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 164.017 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 128.066 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **531.223 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 44 min. 01 sec. East 2540.00 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East 1582.97 feet** to a point for the North corner hereof, said point bears South 59 deg. 12 min. 58 sec. West 2817.12 feet from a 2" steel pipe post found for a reference hereof;

THENCE across said Frazier 1038 acre tract **South 32 deg. 10 min. 49 sec. East 1999.75 feet** to a point in the North gradient boundary line of the Brazos River, the South line of said Frazier 1038 acre tract; Said point having a position of Lat. = 30 deg. 47 min. 37.005 sec. North and Long. = 96 deg. 38 min. 30.811 sec. West NAD 83.

THENCE across said Brazos River **South 32 deg. 10 min. 49 sec. East 491.98 feet** to a point in the South gradient boundary line of the Brazos River, the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract **South 32 deg. 10 min. 49 sec. East 921.18 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears South 57 deg. 58 min. 54 sec. West 548.51 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract for a reference hereof and South 57 deg. 58 min. 54 sec. West – 10838.10 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre tract for reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 10 min. 49 sec. East 1887.80 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract, said point bears South 58 deg. 00 min. 14 sec. West – 10728.35 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 525.4 acre tract for reference hereof;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 10 min. 49 sec. East 1242.84 feet** to a point in the North gradient boundary line of the Brazos River; Said point having a position of Lat. = 30 deg. 46 min. 58.954 sec. North and Long. = 96 deg. 38 min. 03.037 sec. west NAD 83.

THENCE across the Brazos River **South 32 deg. 10 min. 49 sec. East 243.44 feet** to a point in the South gradient boundary line of the Brazos River for the East corner hereof; Said point having a position of Lat. = 30 deg. 46 min. 56.915 sec. North and Long. = 96 deg. 38 min. 01.549 sec. west NAD 83.

THENCE with the meanders of the North, West, and South gradient boundary line of the Brazos River as follows:

South 35 deg. 58 min. 09 sec. West 610.84 feet to a point;
South 46 deg. 13 min. 18 sec. West 248.49 feet to a point;
South 52 deg. 56 min. 49 sec. West 171.55 feet to a point;
South 55 deg. 51 min. 03 sec. West 413.89 feet to a point;
South 57 deg. 03 min. 56 sec. West 332.57 feet to a point;
South 36 deg. 57 min. 16 sec. West 262.61 feet to a point;
South 25 deg. 17 min. 10 sec. West 192.68 feet to a point;
South 48 deg. 22 min. 47 sec. West 290.26 feet to a point;
South 67 deg. 32 min. 32 sec. West 246.59 feet to a point;
North 87 deg. 05 min. 24 sec. West 81.10 feet to a point;
South 39 deg. 11 min. 35 sec. West 211.08 feet to a point;
South 79 deg. 45 min. 46 sec. West 390.91 feet to a point;
North 84 deg. 09 min. 47 sec. West 285.99 feet to a point;
North 73 deg. 48 min. 45 sec. West 497.20 feet to a point;
North 59 deg. 42 min. 48 sec. West 587.64 feet to a point;
North 53 deg. 47 min. 20 sec. West 429.98 feet to a point;
North 39 deg. 04 min. 40 sec. West 452.84 feet to a point;
North 33 deg. 07 min. 02 sec. West 341.38 feet to a point;
North 25 deg. 45 min. 44 sec. West 450.18 feet to a point;
North 20 deg. 15 min. 41 sec. West 275.44 feet to a point;
North 06 deg. 59 min. 46 sec. West 950.00 feet to a point;
North 00 deg. 44 min. 23 sec. West 291.94 feet to a point;
North 05 deg. 18 min. 30 sec. East 249.11 feet to a point;
North 09 deg. 26 min. 53 sec. East 319.89 feet to a point;
North 22 deg. 03 min. 47 sec. East 616.42 feet to a point;
North 31 deg. 55 min. 57 sec. East 266.80 feet to a point;
North 32 deg. 14 min. 47 sec. East 213.45 feet to a point;
North 43 deg. 00 min. 45 sec. East 589.41 feet to a point;
North 43 deg. 16 min. 22 sec. East 157.36 feet to a point for an interior corner hereof;

THENCE across said Frazier 1038 acre tract **North 29 deg. 59 min. 23 sec. West 1934.39 feet** to the **PLACE OF BEGINNING** and containing **531.223 acres** of land.

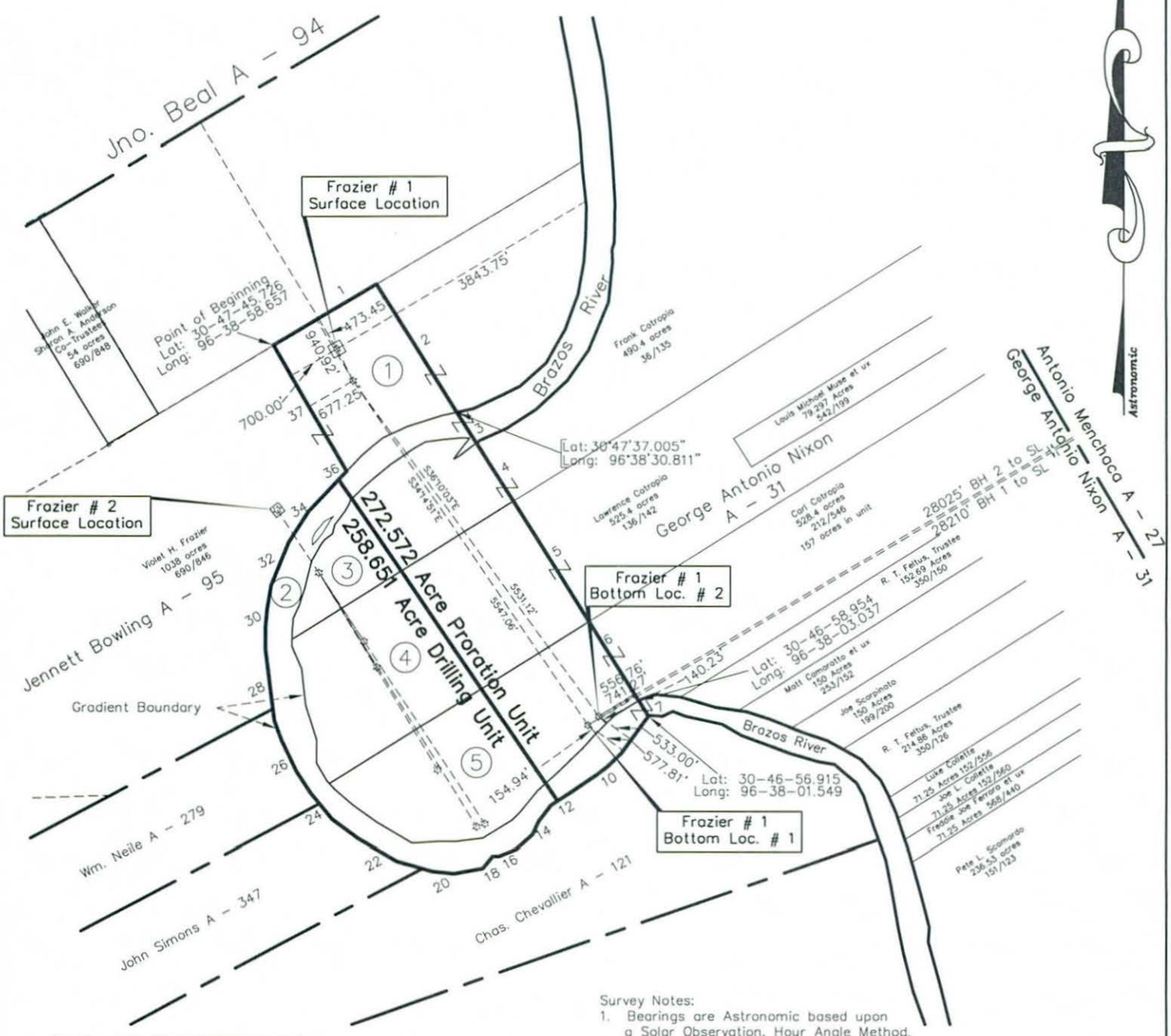
Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: September 8, 1999

EXHIBIT "C"

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	1582.97'
2	S 32°10'49" E	1999.75'
3	S 32°10'49" E	491.98'
4	S 32°10'49" E	921.18'
5	S 32°10'49" E	1887.80'
6	S 32°10'49" E	1242.84'
7	S 32°10'49" E	243.44'
8	S 35°58'09" W	610.84'
9	S 46°13'18" W	248.49'
10	S 52°56'49" W	171.55'
11	S 55°51'03" W	413.89'
12	S 57°03'56" W	332.57'
13	S 36°57'16" W	262.61'
14	S 25°17'10" W	192.68'
15	S 48°22'47" W	290.26'
16	S 67°32'32" W	246.59'
17	N 87°05'24" W	81.10'
18	S 39°11'35" W	211.08'
19	S 79°45'46" W	390.91'
20	N 84°09'47" W	285.99'
21	N 73°48'45" W	497.20'
22	N 59°42'48" W	587.64'
23	N 53°47'20" W	429.98'
24	N 39°04'40" W	452.84'
25	N 33°07'02" W	341.38'
26	N 25°45'44" W	450.18'
27	N 20°15'41" W	275.44'
28	N 06°59'46" W	950.00'
29	N 00°44'23" W	291.94'
30	N 05°18'30" E	249.11'
31	N 09°26'53" E	319.89'
32	N 22°03'47" E	616.42'
33	N 31°55'57" E	266.80'
34	N 32°14'47" E	213.45'
35	N 43°00'45" E	589.41'
36	N 43°16'22" E	157.36'
37	N 29°59'23" W	1934.39'

Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas. Latitude 30°47'45" North Longitude 96°38'49" West Elevation 265 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	69.316 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	93.443 acres
3	Frank Cotropia, et ux	2-07357	136/135	76.381 acres
4	Rosalie Cotropia, Trustee	2-07377	136/142	164.017 acres
5	Carl Cotropia, et ux	2-07358	212/546	128.066 acres
	Unit Total			531.223

STATE OF TEXAS REGISTERED WILLIAM E. WEISER 4428 PROFESSIONAL LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier Unit # 1	531.223 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk:	Revised: 5-22-07	Rev. #	Dwg #971386R	W.O. # 971386

25.

File No. NF-097710

Order Committee Report & Amendment to Pooling Agreement Unit 4051

Date Filed: 8/29/07

Jerry E. Patterson, Commissioner

By

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA07-128

Unit Number	*4052*		
Operator Name	*CLAYTON WILLIAMS ENERGY INC*	*Effective Date*	*7/17/2007*
TaxID:	[redacted]	*Unitized For*	*Oil & Gas*
Unit Name	*Frazier IF Unit #20*	*Unit Term*	*0 Months*
County1	*Milam*		
County 2	*Robertson*		
County 3			
RRC District:	*01*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0222944983094*		
State Part in Unit:	*0.0891779932376*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth	**Below**	*Well:*	*Other*
Below Depth	**5020**	*Formation:*	*Austin Chalk*
Above Depth	**5260**	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF097710		*Tract Number*	2	
Lease Acres	19.913	/	*Total Unit Acres*	223.295	=
Tract Participation:	0.0891780	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0222945		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

01-000730
01-000749

API Number	*RRC Number*
423313362100	0

Remarks:

Prepared By:	m	*Prepared Date:*	7-18-07
GLO Base Updated By:	m	*GLOBase Date:*	7-19-07
RAM Approval By:	JKj	*RAM Approval Date:*	7-25-07
GIS By:	JJ	*GIS Date:*	9-07
Mineral Maps By:		*Mineral Maps Date:*	

Pooling Committee Report

To: School Land Board

PA07-128

Date of Board Meeting: July 17, 2007

Unit Number: 4052

Effective Date: 7/17/2007

Unit Expiration Date: Permanent

Applicant: CLAYTON WILLIAMS ENERGY INC

Attorney Rep:

Operator: CLAYTON WILLIAMS ENERGY INC

County 1: Milam

County 2: Robertson

County 3:

Unit Name: Frazier IF Unit #20

Field Name: Giddings (Austin Chalk-3)

Lease Type	MF Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres in Unit	Royalty Participation
SF	MF097710	0.25	1/7/2000	HBP	245	19.913	0.0222945

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	203.382
State Acres:	19.913
Total Unit Acres:	223.295

Participation Basis:
Surface Acreage

State Acreage:	8.92%
State Unit Royalty:	2.23%

Unit Type:	Unitized for:
Permanent	Oil & Gas
Term: 0	Months

Well Location:
Private Land

RRC Rules:	Spacing Acres:
Special Field Rule	800

Pooling Agreement Number: PA07-128

REMARKS:

- Clayton Williams Energy, Inc. is requesting permanent oil and gas pooling of the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet to 5,260 feet as seen on North Central Oil Corporation's Moses Moody Estate Dual Induction #1 well log.

- The applicant spud the horizontal unit well on June 8, 2007 to test the Austin Chalk Formation. The proposed total depth is 5,260 feet.

- With approval of the unit the State's unit royalty participation will be 2.23%. The State will participate from date of first production.

- Approval by the School Land Board in no way ratifies the State lease included in this proposed unit.

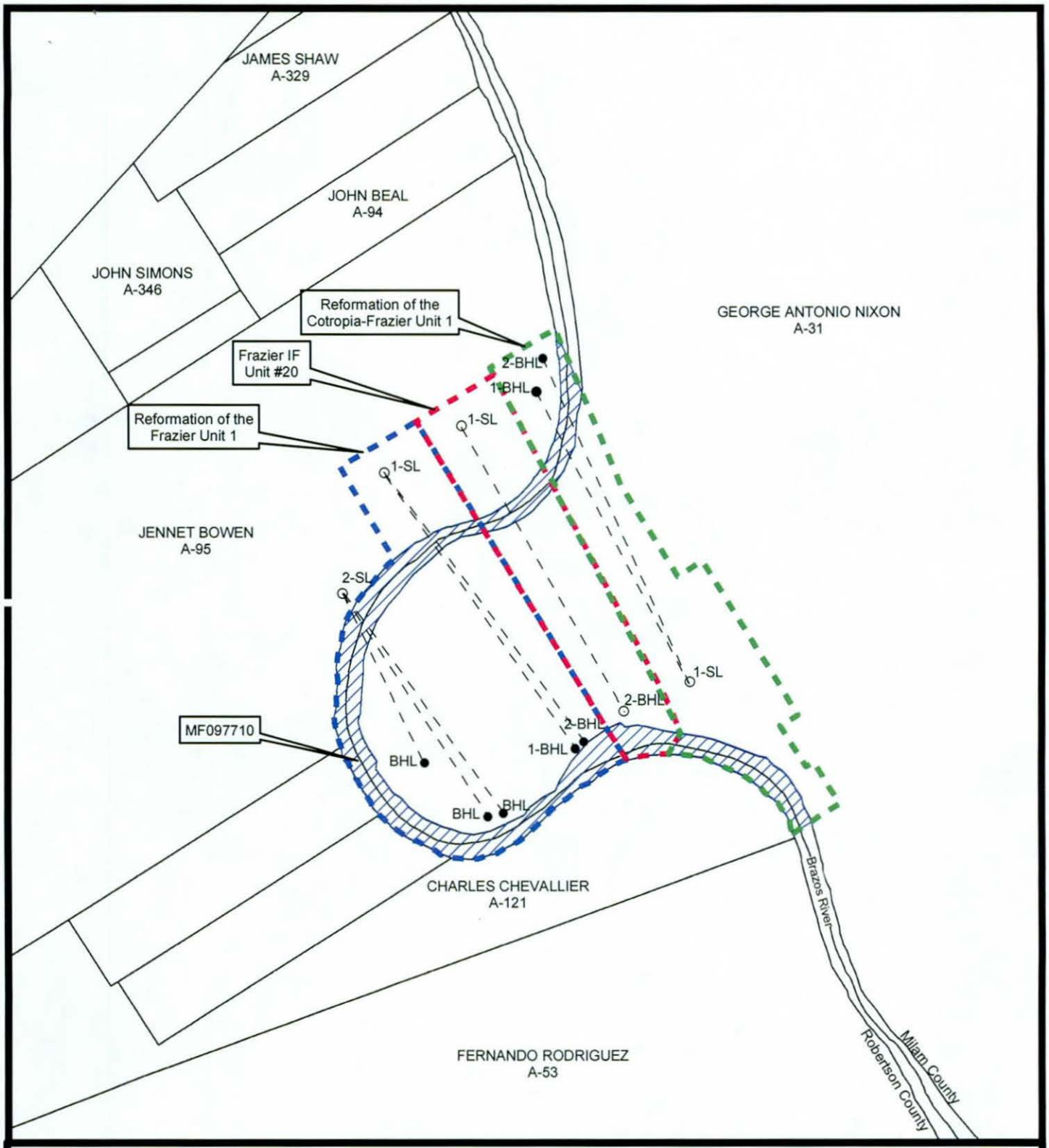
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.

Jeffee Martinez-Vargas - Office of the Attorney General — Date: 7-6-07

Peter A. Boone - General Land Office — Date: 7·6·07

Vacant - Office of the Governor — Date:



Clayton Williams Energy, Inc.
Reformation of the Cotropia-Frazier Unit 1
Reformation of the Frazier Unit 1
Frazier IF Unit #20
Giddings (Austin Chalk-3)
MF097710
Milam and Robertson Counties
PA07-126, PA07-127 and PA07-128

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 1,000 2,000 Feet

N

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By:
Ferrel Taylor
Information Systems - GIS
July 17, 2007

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER IF UNIT #20
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet to 5,260 feet as seen on the Dual Induction log of the North Central Oil Corporation, Moses Moody Estate #1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit. Acreage outside of the unitized area must earn a reduced royalty independently.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis

shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 223 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

10.213

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of July 17, 2007; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 8-27-07

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Greg Nelson - CWEI

Its: Vice President - Land

40.479

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 20th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Welborn as Vice President-Land of Clayton Williams Energy, Inc., a _____ corporation on behalf of said corporation.

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

20.13.8

EXHIBIT "A"

(Attached to Pooling Agreement for the
Clayton Williams Energy, Inc.-
Frazier I.F. #20 Unit , 223.295 Acres, Milam & Robertson Counties, Tx.)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 74.110 acres out of the lands described therein, located in the Jennett Bowling Survey, A-95 Milam County, Texas, all of said 74.110 acres as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 19.913 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 19.913 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia and wife, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 29.396 acres out of the land described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 29.396 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 56.745 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 56.745 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers, 38.816 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 38.816 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

Lease #6: Oil and Gas Lease dated July 19, 1994, from James Cortemelia, et ux, Carolyn Cortemelia, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, as more particularly described in the attachmed Exhibit "B", being included in this unit. (Lease #2-06915-A)

20.21.9

(EXHIBIT "A" Continued)

Lease #7: Oil and Gas Lease dated July 26, 1994, from Tony Cortemelia, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, comprising the same lands described in Lease #6, being included in this unit. (Lease #2-06915-B)

Lease #8: Oil and Gas Lease dated July 25, 1994, from Joe Scarpinato, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, comprising the same lands described above in lease #6, being included in this unit. (Lease #2-06915-C)

EXHIBIT "B"

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.
FRAZIER I.F. # 20
UNIT DESCRIPTION

BEING **223.295 acres** of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 74.110 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 13.490 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 6.420 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 29.396 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 56.745 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 38.816 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Tract 6: 4.315 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Said **223.295 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof; said point bears North 58 deg. 55 min. 08 sec. East 4122.94 feet from a 5/8 inch rebar found for the South corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract, **North 59 deg. 12 min. 58 sec. East 1623.41 feet** to a point for the North corner hereof; said point bears South 59 deg. 12 min. 58 sec. West 1193.71 feet from a 2 inch steel pipe post found for reference hereof;

THENCE across said Frazier 1038 acre tract, **South 28 deg. 01 min. 39 sec. East 1985.34 feet** to a point in the North gradient boundary of the Brazos River, the South line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 44.644 sec. North and Long. 96 deg. 38 min. 16.341 sec. West NAD 83;

THENCE across said Brazos River, **South 28 deg. 01 min. 39 sec. East 417.37 feet** to a point in the South gradient boundary of the Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **South 28 deg. 01 min. 39 sec. East 983.42 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract and the Northwest line of said Cotropia 525.4 acre tract; said point bears North 58 deg. 58 min. 54 sec. East 829.20 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract and for reference hereof and also bears South 57 deg. 58 min. 54 sec. West 9460.39 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 490.4 acre tract and for reference hereof;

THENCE across said Cotropia 525.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1892.87 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract and the Northwest line of said Cotropia 528.4 acre tract; said point bears South 58 deg. 00 min. 14 sec. West 9487.72 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 525.4 acre tract and for reference hereof;

THENCE across said Cotropia 528.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1497.54 feet** to a point in the Northwest line of said Feltus 152.69 acre tract and the Southeast line of said Cotropia 528.4 acre tract: said point bears South 58 deg. 00 min. 14 sec. West 9610.37 feet from a cross tie corner post found at the intersection of the Northwest line of the Southern Pacific Railroad Right of Way and the Southeast line of said 528.4 acre tract and for reference hereof;

THENCE across said Feltus 152.69 acre tract, **South 23 deg. 45 min. 44 sec. East 563.06 feet** to a point in the North gradient boundary of the Brazos River, for the West corner of a 150 acre tract conveyed to Matt Comaoratto, et ux by deed recorded in volume 253, page 152, for the South corner of said Feltus 152.69 acre tract and for the East corner hereof; said point bears South 57 deg. 58 min. 17 sec. East 9660.25 feet from a ¾ inch pipe found at the intersection of the Northeast margin of the Southern Pacific Railroad Right of Way and the Southeast line of said 152.69 acre tract and for reference hereof;

THENCE across said Brazos River, **South 29 deg. 38 min. 38 sec. West 264.91 feet** to a point in the South gradient boundary of said Brazos River and for the Easterly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 55.415 sec. North and Lat. 96 deg. 37 min. 49.394 sec. West NAD 83;

THENCE with the South gradient boundary of said Brazos River as follows,
North 60 deg. 21 min. 22 sec. West 94.22 feet to a point,
North 77 deg. 23 min. 19 sec. West 441.52 feet to a point,
North 77 deg. 23 min. 19 sec. West 59.81 feet to a point,
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point,
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point,
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point and
South 35 deg. 58 min. 09 sec. West 18.43 feet to a point for the Westerly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 56.915 sec. North and Lat. 96 deg. 38 in. 01.549 sec. West NAD 83;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 243.44 feet** to a point in the North gradient boundary of said Brazos River and the Southeast line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1242.84 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract and the Southeast line of said Cotropia 525.4 acre tract;

THENCE across said Cotropia 525.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1887.80 feet** to a point in the Northwest line of said Cotropia 525.4 acre tract and the Southeast line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **North 32 deg. 10 min. 49 sec. West 921.18 feet** to a point in the South gradient boundary of said Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 491.98 feet** to a point in the North gradient boundary of said Brazos River, the Southeast line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 37.005 sec. North and Long. 96 deg. 38 min. 30.811 sec. West NAD 83;

THENCE across said Frazier 1038 acre tract, **North 32 deg. 10 min. 49 sec. West 1999.75 feet** to the **PLACE OF BEGINNING** and containing **223.295 acres** of land.

40.47.9

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: September 8, 1999

20219

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.
FRAZIER I.F. # 20
UNIT DESCRIPTION

BEING **223.295 acres** of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 74.110 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 13.490 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 6.420 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 29.396 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 56.745 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 38.816 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Tract 6: 4.315 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Said **223.295 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof; said point bears North 58 deg. 55 min. 08 sec. East 4122.94 feet from a 5/8 inch rebar found for the South corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract, **North 59 deg. 12 min. 58 sec. East 1623.41 feet** to a point for the North corner hereof; said point bears South 59 deg. 12 min. 58 sec. West 1193.71 feet from a 2 inch steel pipe post found for reference hereof;

THENCE across said Frazier 1038 acre tract, **South 28 deg. 01 min. 39 sec. East 1985.34 feet** to a point in the North gradient boundary of the Brazos River, the South line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 44.644 sec. North and Long. 96 deg. 38 min. 16.341 sec. West NAD 83;

THENCE across said Brazos River, **South 28 deg. 01 min. 39 sec. East 417.37 feet** to a point in the South gradient boundary of the Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **South 28 deg. 01 min. 39 sec. East 983.42 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract and the Northwest line of said Cotropia 525.4 acre tract; said point bears North 58 deg. 58 min. 54 sec. East 829.20 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract and for reference hereof and also bears South 57 deg. 58 min. 54 sec. West 9460.39 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 490.4 acre tract and for reference hereof;

20.2.8

THENCE across said Cotropia 525.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1892.87 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract and the Northwest line of said Cotropia 528.4 acre tract; said point bears South 58 deg. 00 min. 14 sec. West 9487.72 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 525.4 acre tract and for reference hereof;

THENCE across said Cotropia 528.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1497.54 feet** to a point in the Northwest line of said Feltus 152.69 acre tract and the Southeast line of said Cotropia 528.4 acre tract: said point bears South 58 deg. 00 min. 14 sec. West 9610.37 feet from a cross tie corner post found at the intersection of the Northwest line of the Southern Pacific Railroad Right of Way and the Southeast line of said 528.4 acre tract and for reference hereof;

THENCE across said Feltus 152.69 acre tract, **South 23 deg. 45 min. 44 sec. East 563.06 feet** to a point in the North gradient boundary of the Brazos River, for the West corner of a 150 acre tract conveyed to Matt Comaoratto, et ux by deed recorded in volume 253, page 152, for the South corner of said Feltus 152.69 acre tract and for the East corner hereof; said point bears South 57 deg. 58 min. 17 sec. East 9660.25 feet from a ¾ inch pipe found at the intersection of the Northeast margin of the Southern Pacific Railroad Right of Way and the Southeast line of said 152.69 acre tract and for reference hereof;

THENCE across said Brazos River, **South 29 deg. 38 min. 38 sec. West 264.91 feet** to a point in the South gradient boundary of said Brazos River and for the Easterly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 55.415 sec. North and Lat. 96 deg. 37 min. 49.394 sec. West NAD 83;

THENCE with the South gradient boundary of said Brazos River as follows,
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North 77 deg. 23 min. 19 sec. West 441.52 feet to a point,
North 77 deg. 23 min. 19 sec. West 59.81 feet to a point,
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point,
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point,
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point and
South 35 deg. 58 min. 09 sec. West 18.43 feet to a point for the Westerly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 56.915 sec. North and Lat. 96 deg. 38 in. 01.549 sec. West NAD 83;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 243.44 feet** to a point in the North gradient boundary of said Brazos River and the Southeast line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1242.84 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract and the Southeast line of said Cotropia 525.4 acre tract;

THENCE across said Cotropia 525.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1887.80 feet** to a point in the Northwest line of said Cotropia 525.4 acre tract and the Southeast line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **North 32 deg. 10 min. 49 sec. West 921.18 feet** to a point in the South gradient boundary of said Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 491.98 feet** to a point in the North gradient boundary of said Brazos River, the Southeast line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 37.005 sec. North and Long. 96 deg. 38 min. 30.811 sec. West NAD 83;

THENCE across said Frazier 1038 acre tract, **North 32 deg. 10 min. 49 sec. West 1999.75 feet** to the **PLACE OF BEGINNING** and containing **223.295 acres** of land.

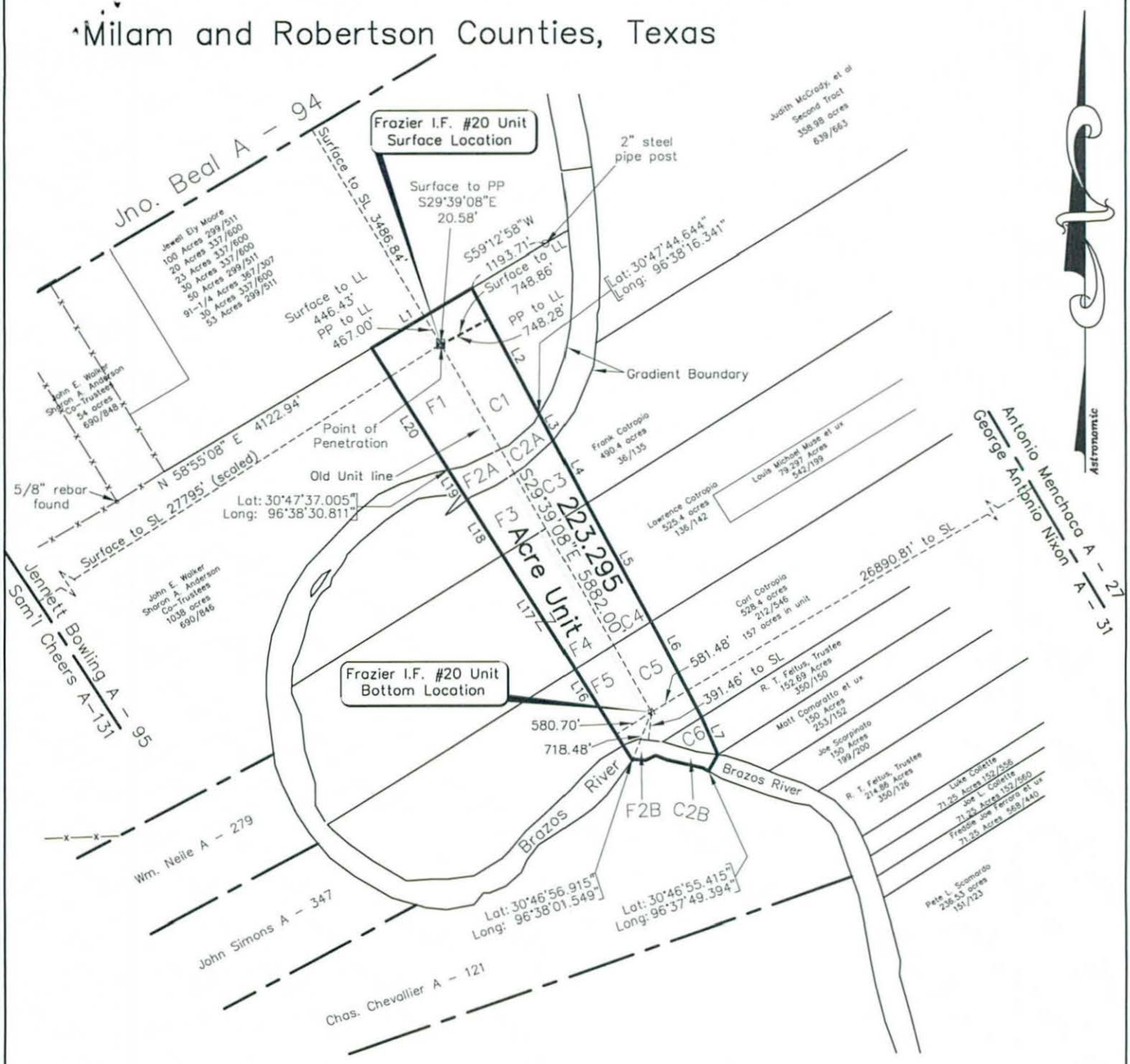
Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: September 8, 1999

EXHIBIT "C"

Milam and Robertson Counties, Texas



Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.17 miles S29°W from Hearne, Robertson County, Texas. Latitude 30°47'54"North Longitude 96°38'32" West Elevation 265 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area Frazier Unit	Area Cotropia Frazier Unit	Area Total
1	Violet H. Frazier	UPRC	690/848	34.010	40.100	74.110
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	6.530	6.960	13.490
2B	State of Texas	2-07885	744/271	3.060	3.363	6.423
3	Frank Cotropia, et ux	2-07357	136/135	13.041	16.355	29.396
4	Rosalie Cotropia, Trustee	2-07377	136/142	24.864	31.881	56.745
5	Carl Cotropia, et ux	2-07358	212/546	15.361	23.455	38.816
6	Joe Cortemelia et al	2-06915A-C	350/150		4.315	4.315
			Unit Total			223.295

Boundary Line Call Table		
Line	Bearing	Distance
L1	N59°12'58"E	1623.41'
L2	S28°01'39"E	1985.34'
L3	S28°01'39"E	417.37'
L4	S28°01'39"E	983.42'
L5	S28°01'39"E	1892.87'
L6	S28°01'39"E	1497.54'
L7	S23°45'44"E	563.06'
L8	S29°38'38"W	264.91'
L9	N60°21'22"W	94.22'
L10	N77°23'19"W	441.52'
L11	N77°23'19"W	59.81'
L12	N68°56'35"W	177.00'
L13	S64°09'10"W	154.03'
L14	N85°13'27"W	174.98'
L15	S35°58'09"W	18.43'
L16	N32°10'49"W	1486.28'
L17	N32°10'49"W	1887.80'
L18	N32°10'49"W	921.18'
L19	N32°10'49"W	491.98'
L20	N32°10'49"W	1999.75'

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in August 2006.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier I.F. #20 Unit	223.295 Acre Unit

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 979-542-4444	Drawn By: Weiser	Date: 08-09-06	Scale: 1"= 2000'	Book 82, Page 24
	Disk:	Revised: 01-18-07	Rev. #	Dwg # 4502	W.O. # 4502

26.

File No. NF 09710

Voting Committee Report + Voting Agreement Unit 4052

Date Filed: 8/29/07

Jerry E. Patterson, Commissioner

By

T*Greg Welborn
Vice-President, Land

CLAYTON WILLIAMS ENERGY, INC.

October 24, 2007

TEXAS GENERAL LAND OFFICE
Attn: J. Daryl Morgan
P. O. Box 12873
Austin, TX 78707-1495

RE: Pooling Agreements
MILAM & ROBERTSON CO., TX

Mr. Morgan:

Enclosed please find the following agreements filed of record in Milam and Robertson County, Texas:

COTROPIA-FRAZIER UNIT No. 1:
Amendment of Pooling Agreement dated 8-27-2007

FRAZIER IF UNIT #20:
Pooling Agreement dated 8-27-2007

FRAZIER UNIT No. 1:
Amendment of Pooling Agreement dated 8-27-2007

If you have any questions, please call me @ 1-432-688-3801 or e-mail me at msykes@claytonwilliams.com.

Thanking you, I remain,

Margarita B. Sykes
LAND ADMINISTRATOR

letter.ms.2007/7171

VETERANS LAND BOARD
2007 OCT 29 AM 11:31

Accepted for Filing in:
Robertson County
On: Sep 10,2007 at 10:47A
By, Carol Bancroft

10193

AMENDMENT OF POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
COTROPIA - FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

WHEREAS, on December 2, 1997, the Cotropia - Frazier Unit No. 1 ("Unit") in Milam and Robertson Counties Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Clayton Williams Energy, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement ("Agreement") to pool certain State lands into the Unit, which covers 557.105 acres in Milam and Robertson Counties, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-97710; and

WHEREAS, on July 17, 2007, Clayton Williams Energy, Inc. made application and the School Land Board approved the application to reduce the size of the Unit from 557.105 acres to 351.047 acres; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interest of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Unit is amended by deleting the Exhibits to the Agreement in their entirety and substituting the attached Exhibit "A", as a list of the oil and gas leases included within the amended Unit, the attached Exhibit "B" as a description of the lands included in the amended Unit and the attached Exhibit "C" as a plat of the amended 351.047 acre Unit.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of July 17, 2007.

Date Executed 8-27-07

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Greg Welborn - CWEI
Its: Vice President - Land

VOL. 1055 PAGE 362
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Doc Bk Vol Pg
20075242 OR 1002 93

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 29th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

Doc Bk Vol Pg
20075242 OR 1002 94

STATE OF TEXAS
COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Welborn, as Vice President - Land of Clayton Williams Energy, Inc. a Delaware corporation on behalf of said corporation

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

VOL. 1055 PAGE 363
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "A"

(Attached to Amendment of Pooling Agreement for the
Clayton Williams Energy, Inc. - Cotropia-Frazier Unit #1,
351.047 acres in Milam & Robertson Counties, Texas)

Lease #1: Oil and Gas Lease dated September 06, 1994, from Marie Roper, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 627, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06965-A)

Lease #2: Oil and Gas Lease dated September 06, 1994, from Karen Collette Ragsdale, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 630, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-B)

Lease #3: Oil and Gas Lease dated September 06, 1994, from Joe C. Collette, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 531, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-C)

Lease #4: Oil and Gas Lease dated September 19, 1994, from Frances Nealms Mullis, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 622, Page 583, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-D)

Lease #5: Oil and Gas Lease dated September 06, 1994, from Johnny Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 642, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-E)

Lease #6: Oil and Gas Lease dated September 06, 1994, from Vincent Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 624, Page 090, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-F)

Lease #7: Oil and Gas Lease dated September 08, 1994, from Pete Collette, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 623, Page 448, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-G)

Doc Bk Vol Pg
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VOL. 1055 PAGE 364
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Lease #8: Oil and Gas Lease dated February 14, 1995, from Freddie Joe Ferrara & Suzanne Renee Ferrara, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 630, Page 373, Official Records, Robertson County, Texas, covering 71.25 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 6.392 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 6.392 acres, comprising the same lands described above in Lease #1, being included in this unit. (Lease #2-06965-H)

Lease #9: Oil and Gas Lease dated July 21, 1994, from Lucille Collette, a single woman, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 261, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06914-A)

Lease #10: Oil and Gas Lease dated July 21, 1994, from Rena M. Collette, a widow, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 258, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described in Lease #9, being included in this unit. (Lease #2-06914-B)

Lease #11: Oil and Gas Lease dated July 22, 1994, from Sarah Marie Collette, a widow, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 223, Official Records, Robertson County, Texas, covering 142.5 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06914-C)

Lease #12: Oil and Gas Lease dated July 22, 1994, from Ludwig Kapser, et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 621, Page 104, Official Records, Robertson County, Texas, covering 434.28 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 11.009 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 11.009 acres, comprising the same lands described above in Lease #9, being included in this unit. (Lease #2-06967-A)

Lease #13: Oil and Gas Lease dated July 20, 1994, from Marc Anthony Nigliazzo, Attorney-in-Fact for Salvatora Fazzio Nigliazzo, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 226, Official Records, Robertson County, Texas, covering 214.86 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 12.972 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 12.972 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06917)

Lease #14: Oil and Gas Lease dated July 08, 1990, from Joe Scarpinato, et ux, Frances Scarpinato, as Lessor, to Clay Pollard as Lessee, recorded in Volume 558, Page 277, Official Records, Robertson County, Texas, covering 614.16 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 18.952 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 18.952 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-05767)

Lease #15: Oil and Gas Lease dated July 19, 1994, from James Cortemelia, et ux, Carolyn Cortemelia, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06915-A)

Lease #16: Oil and Gas Lease dated July 26, 1994, from Tony Cortemelia, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, comprising the same lands described in Lease #15, being included in this unit. (Lease #2-06915-B)

Lease #17: Oil and Gas Lease dated July 25, 1994, from Joe Scarpinato, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 26.084 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 26.084 acres, comprising the same lands described above in lease #15, being included in this unit. (Lease #2-06915-C)

Lease #18: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, et ux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 66.957 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 66.957 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Unit #2-07358)

Lease #19: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 56.998 acres of lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 56.998 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

Lease #20: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, et ux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 41.875 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 41.875 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

Lease #21: Oil and Gas Lease dated January 7, 1997, from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 40.052 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 40.052 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

Lease #22: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 1.310 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 1.310 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07375)

Doc 20075242 Bk OR Vol 1002 Pg 97

Lease #23: Oil and Gas Lease dated October 2, 1995, from Violet H. Frazier, as Lessor to Union Pacific Resources Co., as Lessee, recorded in Volume 725, Page 865. Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 44.418 acres out of the lands described therein, located in the Jennett Bowling A-95, Milam, Texas, all of said 44.418 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

Lease #24: Oil and Gas Lease dated July 18, 1994, from Annie Camarata, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 30, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-06922-A)

Lease #25: Oil and Gas Lease dated August 12, 1994, from Annie Camarata, a widow, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page17, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-B)

Lease #26: Oil and Gas Lease dated August 12, 1994, from Lucy Camarata Richard, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 20, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-C)

Lease #27: Oil and Gas Lease dated August 16, 1994, from Lena Ann Fritcher, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 23, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-D)

Lease #28: Oil and Gas Lease dated August 12, 1994, from Tannie Joseph Camarata, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 516, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-E)

Lease #29: Oil and Gas Lease dated August 16, 1994, from Josie Marie Burns, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 620, Page 11, Official Records, Robertson County, Texas, covering 149.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 24.024 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 24.024 acres, as more particularly described in the attached Exhibit "B" comprising the same lands described above in lease #24, being included in this unit. (Lease #2-06922-F)

EXHIBIT "B"

Doc 20075242 Bk OR Vol 1002 Pg 99

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.

COTROPIA-FRAZIER UNIT #1
UNIT DESCRIPTION

BEING 351.047 acres of land, a part of the Jennett Bowling Survey, Abstract 95, Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 44.418 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 20.657 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 19.399 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 41.875 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 56.998 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 66.957 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Tract 6: 26.084 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Tract 7: 24.024 acres being a part of a 150 acre tract conveyed to Matt Camaratto et ux by deed recorded in volume 253, page 152 of the Deed Records of Robertson County, Texas;

Tract 8: 18.952 acres being a part of a 150 acre tract conveyed to Joe Scarpinato by deed recorded in volume 199, page 200 of the Deed Records of Robertson County, Texas;

Tract 9: 12.972 acres being a part of a 214.86 acre tract conveyed to R. T. Feltus, Trustee, by deed recorded in volume 350, page 126 of the Deed Records of Robertson County, Texas;

Tract 10: 5.340 acres being a part of a 71.25 acre tract conveyed to Luke Collette by deed recorded in volume 152, page 556 of the Deed Records of Robertson County, Texas;

Tract 11: 5.669 acres being a part of a 71.25 acre tract conveyed to Joe L. Collette by deed recorded in volume 152, page 560 of the Deed Records of Robertson County, Texas;

Tract 12: 6.392 acres being a part of a 71.25 acre tract conveyed to Freddie Joe Ferrara, Jr. et ux by deed recorded in volume 568, page 440 of the Deed Records of Robertson County, Texas;

Tract 13: 1.310 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

Said 351.047 acre unit being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 57 min. 54 sec. East 5476.34 feet

VOL. 1055 PAGE 368
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Doc 20075242 Bk OR Vol 1002 Ps 100

from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to John E. Walker and Sharon A. Anderson Co-Trustees by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East**, at 1193.71 feet passing a 2" steel pipe post found for a reference hereof, in all a total distance of **1553.73 feet** to a point in the West gradient boundary of the Brazos River, for an interior corner hereof;

THENCE across said Brazos River **South 22 deg. 50 min. 33 sec. East 1109.69 feet** to a point on the East gradient boundary of said Brazos River, the West line of said McCrady 358.98 acre tract;

THENCE across said McCrady 358.98 acre tract, **South 22 deg. 50 min. 33 sec. East 438.30 feet** to a point in the Southeast line of said McCrady 358.98 acre tract, the Northwest line of said Frank Cotropia 490.4 acre tract; Said point bears South 58 deg. 16 min. 10 sec. West - 5225.12 feet from a 1/2 inch iron rod found for the East corner of said 358.98 acre tract for reference hereof; Said point also bears South 57 deg. 58 min. 54 sec. West - 8897.86 feet from a cross tie corner post found for the North corner of said 529.3 acre Cotropia tract, the East corner of said 490.4 acre Cotropia tract and a reference hereof;

THENCE across said Cotropia 490.4 acre tract **South 22 deg. 50 min. 33 sec. East 1839.81 feet** to a point for an angle corner hereof. Said point bears North 57 deg. 58 min. 24 sec. East 2078.01 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 01 min. 06 sec. East 1888.81 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract, for an interior corner hereof;

THENCE with the Northwest line of said Cotropia 528.4 acre tract, the Southeast line of said Cotropia 525.4 acre tract **North 58 deg. 00 min. 14 sec. East 518.64 feet** to a point for a Northerly East corner hereof, said point bears South 51 deg. 58 min. 35 sec. East 639.56 feet from a 6 inch steel pipe post found for the South corner of a 79.297 acre tract conveyed to Louis Michael Muse, et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 01 min. 06 sec. East 1495.45 feet** to a point in the Northwest line of said Feltus 152.69 acre tract, the Southeast line of said Cotropia 528.4 acre tract; said point bears South 57 deg. 58 min. 07 sec. West - 9552.32 feet from a cross tie corner post found for the North corner of said 152.69 acre Feltus tract and reference hereof;

THENCE across said Feltus 152.69 acre tract **South 32 deg. 01 min. 06 sec. East 554.60 feet** to a point in the Northwest line of said Camaratto 150 acre tract, the Southeast line of said Feltus 152.69 acre tract; said point bears South 57 deg. 58 min. 14 sec. West - 9552.23 feet from a ½ inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Camaratto 150 acre tract **South 32 deg. 01 min. 06 sec. East 573.62 feet** to a point in the Northwest line of said Scarpinato 150 acre tract, the Southeast line of said Camaratto 150 acre tract; said point bears South 57 deg. 56 min. 58 sec. West - 9552.01 feet from a ¾ inch iron rod found for the North corner of said 150 acre Camaratto tract and reference hereof;

THENCE across said Scarpinato 150 acre tract **South 32 deg. 01 min. 06 sec. East 600.23 feet** to a point in the Northwest line of said Feltus 214.86 acre tract, the Southeast line of said Scarpinato 150 acre tract, for an East corner hereof; said point bears South 57 deg. 57 min. 00 sec. West - 7511.60 feet from a ½ inch iron rod found at the intersection of the Northwest line of said 214.86 acre Feltus tract and the Northeast margin of Union Pacific Railroad 100 foot wide right of way for reference hereof;

THENCE with the Southeast line of said Scarpinato 150 acre tract, the Northwest line of said Feltus 214.86 acre tract **South 57 deg. 57 min. 00 sec. West 375.47 feet** to a point for an interior corner hereof;

THENCE across said Feltus 214.86 acre tract **South 32 deg. 01 min. 06 sec. East 869.74 feet** to a point in the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract, for an interior corner hereof;

VOL. 1055 PAGE 369
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Doc 20075242 Bk OR Vol 1002 Pg 101

THENCE with the Northwest line of said Collette 71.25 acre tract, the Southeast line of said Feltus 214.86 acre tract **North 57 deg. 55 min. 28 sec. East 157.17 feet** to a point for the most Southerly North corner hereof; said point bears South 57 deg. 53 min. 48 sec. West - 9772.15 feet from a ½ inch iron rod found for the North corner of said 71.25 acre Collette tract for reference hereof;

THENCE across said Luke Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 293.12 feet** to a point in the Northwest line of said Joe Collette 71.25 acre tract, the Southeast line of said Luke Collette 71.25 acre tract;

THENCE across said Joe Collette 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 288.70 feet** to a point in the Northwest line of said Ferrara 71.25 acre tract, the Southeast line of said Joe Collette 71.25 acre tract;

THENCE across said Ferrara 71.25 acre tract **South 32 deg. 01 min. 06 sec. East 298.25 feet** to a point in the Northwest line of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 of the Deed Records of Robertson County, Texas, the Southeast line of said Ferrara 71.25 acre tract, for the East corner hereof; said point bears South 57 deg. 37 min. 55 sec. West - 2747.40 feet from a 1-1\2 inch pipe found at the North corner of a 236.53 acre tract conveyed to Pete L. Scamardo by deed recorded in volume 151, page 123 for reference hereof;

THENCE with the Southeast line of said Ferrara 71.25 acre tract, the Northwest line of said Scamardo 236.53 acre tract **South 57 deg. 37 min. 55 sec. West 968.41 feet** to a point on the East gradient boundary of the Brazos River, the west corner of said Scamardo 236.53 acre tract and the South corner hereof;

THENCE with the meanders of the East gradient boundary line of the Brazos River as follows:

North 16 deg. 01 min. 31 sec. West 113.43 feet to a point,

North 18 deg. 23 min. 57 sec. West 198.86 feet to a point for the West corner of said Ferrara 71.25 acre tract, the South corner of said Joe Collette 71.25 acre tract,

North 18 deg. 23 min. 57 sec. West 113.18 feet to a point for an interior corner hereof;

THENCE across the Brazos River **South 70 deg. 41 min. 47 sec. West 331.82 feet** to a point in the West gradient boundary line of the Brazos River for a Westerly South corner hereof;

THENCE with the meanders of the West gradient boundary line of the Brazos River as follows:

North 20 deg. 23 min. 02 sec. West 176.41 feet to a point,
North 18 deg. 42 min. 22 sec. West 439.62 feet to a point,
North 28 deg. 31 min. 18 sec. West 193.37 feet to a point,
North 51 deg. 01 min. 14 sec. West 171.98 feet to a point,
North 49 deg. 10 min. 38 sec. West 210.19 feet to a point,
North 80 deg. 34 min. 19 sec. West 224.49 feet to a point,
North 73 deg. 29 min. 08 sec. West 381.30 feet to a point,
North 70 deg. 04 min. 04 sec. West 474.40 feet to a point,
North 69 deg. 35 min. 11 sec. West 212.46 feet to a point,
North 60 deg. 21 min. 22 sec. West 210.02 feet to a point for the most Westerly South corner hereof;

THENCE across the Brazos River **North 29 deg. 38 min. 38 sec. East 264.91 feet** to a point in the East gradient boundary line of the Brazos River, the Southwest line of said Cotropia 528.4 acre tract;

THENCE across said Feltus 152.69 acre tract, **North 23 deg. 45 min. 44 sec. West 563.06 feet** to a point in the Southeast line of said Cotropia 528.4 acre tract, the Northwest line of said Feltus 52.69 acre tract;

THENCE across said Cotropia 528.4 acre tract **North 28 deg. 01 min. 39 sec. West 1497.54 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 525.4 acre tract **North 28 deg. 01 min. 39 sec. West 1892.87 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line

VOL. 1055 PAGE 370
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

of said Cotropia 525.4 acre tract, said point bears North 57 deg. 58 min. 54 sec. East 829.20 feet from a cross tie corner post found for a reference hereof;

THENCE across said Cotropia 490.4 acre tract **North 28 deg. 01 min. 39 sec. West 983.42 feet** to a point in the South gradient boundary of the Brazos River;

THENCE across said Brazos River **North 28 deg. 01 min. 39 sec. West 417.37 feet** to a point in the West gradient boundary line of the Brazos River, the Southeast line of said Frazier 1038 acre tract;

THENCE across said Frazier 1038 acre tract **North 28 deg. 01 min. 39 sec. West 1985.34 feet** to the **PLACE OF BEGINNING** and containing **351.047 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

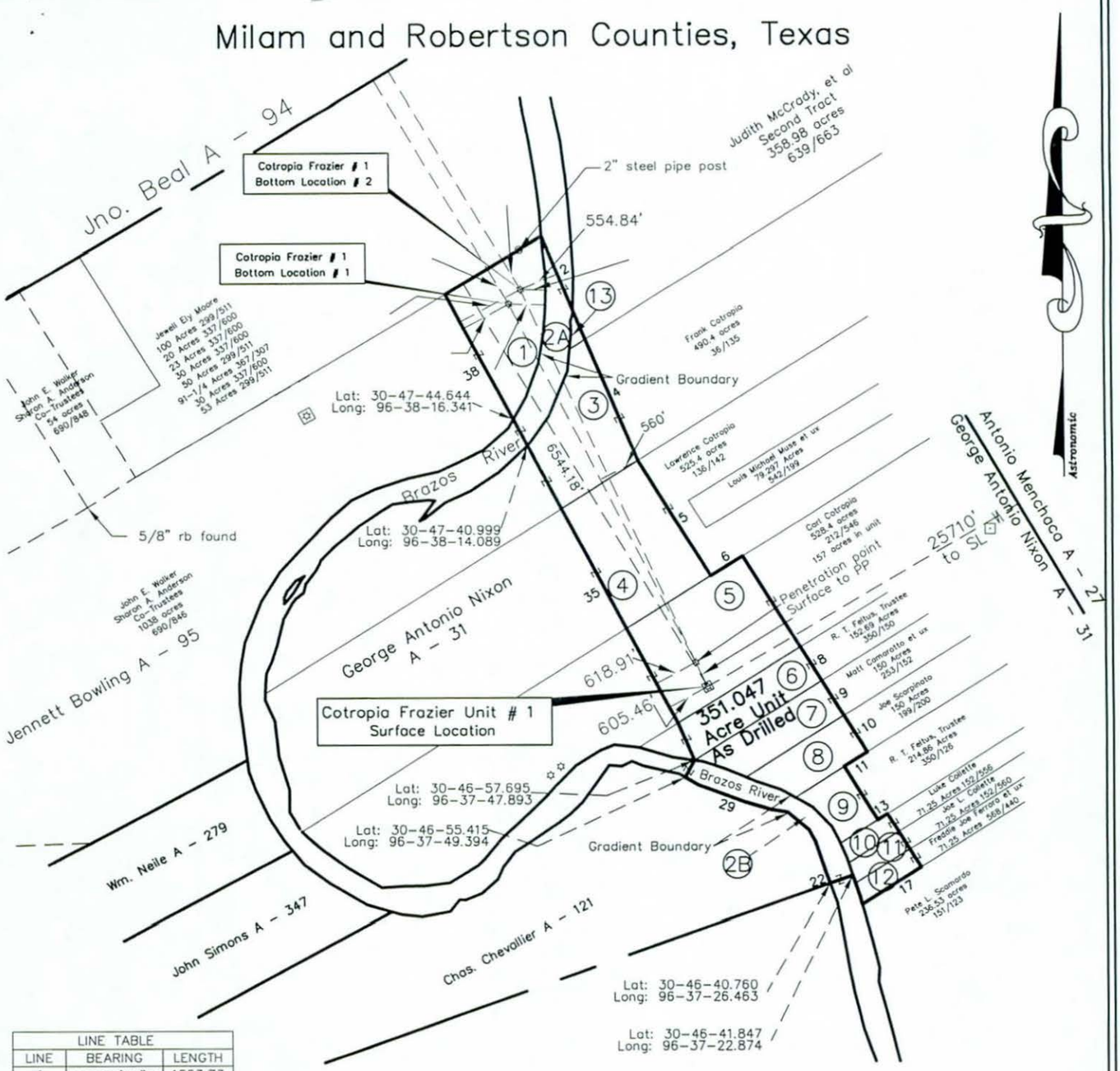
William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: 5-22-07

Doc 20075242 Bk OR Vol 1002 Ps 102

VOL. 1055 PAGE 371
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "C"

Milam and Robertson Counties, Texas



LINE TABLE		
LINE	BEARING	LENGTH
1	N59°12'58"E	1553.73
2	S22°50'33"E	1109.69
3	S22°50'33"E	438.30
4	S22°50'33"E	1839.81
5	S32°01'06"E	1888.81
6	N58°00'14"E	518.64
7	S32°01'06"E	1495.45
8	S32°01'06"E	554.60
9	S32°01'06"E	573.62
10	S32°01'06"E	600.23
11	S57°57'00"W	375.47
12	S32°01'06"E	869.74
13	N57°55'28"E	157.17
14	S32°01'06"E	293.12
15	S32°01'06"E	288.70
16	S32°01'06"E	298.25
17	S57°37'55"W	968.41
18	N16°01'31"W	113.43
19	N18°23'57"W	198.86
20	N18°23'57"W	113.18
21	S70°41'47"W	331.82
22	N20°23'02"W	176.41
23	N18°42'22"W	439.62
24	N28°31'18"W	193.37
25	N51°01'14"W	171.98
26	N49°10'38"W	210.19
27	N80°34'19"W	224.49
28	N73°29'08"W	381.30
29	N70°04'04"W	474.40
30	N69°35'11"W	212.46
31	N60°21'22"W	210.02
32	N29°38'38"E	264.91
33	N23°45'44"W	563.06
34	N28°01'39"W	1497.54
35	N28°01'39"W	1892.87
36	N28°01'39"W	983.42
37	N28°01'39"W	417.37
38	N28°01'39"W	1985.34

Doc 20075242 Bk OR Vol 1002 Pg 103

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'46" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	44.418
2A	State of Texas	2-07885	744/271	20.657
	Oil and Gas Lease No. M-97710			
2B	State of Texas	2-07885	744/271	19.399
3	Frank Cotropia, et ux	2-07357	136/135	41.875
4	Rosalie Cotropia, Trustee	2-07377	136/142	56.998
5	Carl Cotropia, et ux	2-07358	212/546	66.957
6	Joe Cortemelia et al	2-06915A-C	350/150	26.084
7	Annie Camaratto et al	2-06922A-F	253/152	24.024
8	Joe Scarpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	1.310
		Unit Total		351.047

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

VOL. 1055 PAGE 372
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	351.047 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
P.O. Box 706 Giddings, Texas 78942 409-542-4444	Disk: I	Revised: 07-19-06	Rev. # 5G	Dwg #971488R	W.O. # 971488

RETURN TO:
CLAYTON WILLIAMS ENERGY, INC.
Attn: Land Dept.
6 Desta Drive, Suite 2100
Midland, Texas 79705

STATE OF TEXAS COUNTY OF ROBERTSON

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: Robertson County as stamped hereon by me.

Sep 10,2007

Kathryn N. Brimhall, County Clerk
Robertson County

CLERK'S NOTICE: 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.

FILED
AT 9:15 O'CLOCK A M
ON THE 26 DAY OF Sept
A.D., 20 07.

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Joan Piatt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. 1055 PAGE 362
RECORDED 9-26-07 @ 9:00A
BY Joan Piatt DEPUTY

VOL. 1055 PAGE 373
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

C. Williams
56K
11 Pgs

101914

Accepted for Filing in:
Robertson County
On: Sep 10,2007 at 10:47A
By: Carol Bancroft

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER IF UNIT #20
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit in the Austin Chalk Formation defined as the stratigraphic interval or its correlative equivalent occurring from 5,050 feet to 5,260 feet as seen on the Dual Induction log of the North Central Oil Corporation, Moses Moody Estate #1 Well ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit. Acreage outside of the unitized area must earn a reduced royalty independently.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis

shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 223 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

Doc2 Bk Vol Pg
20075241 OR 1002 84

VOL. 1055 PAGE 375
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of July 17, 2007; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 8-27-07

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Greg Welborn - CWEI

Its: Vice President - Land

Doc 3 Bk Vol Pg
20075241 OR 1002 85

VOL. 1055 PAGE 376
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 29th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Wellborn as Vice President - Land of Clayton Williams Energy, Inc., a Delaware corporation on behalf of said corporation.

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

Doc 20075241 Bk OR Vol 1002 Pg 86

VOL. 1055 PAGE 377
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "A"

(Attached to Pooling Agreement for the
Clayton Williams Energy, Inc.-
Frazier I.F. #20 Unit , 223.295 Acres, Milam & Robertson Counties, Tx.)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 74.110 acres out of the lands described therein, located in the Jennett Bowling Survey, A-95 Milam County, Texas, all of said 74.110 acres as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 19.913 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 19.913 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia and wife, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 29.396 acres out of the land described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 29.396 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 56.745 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 56.745 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers, 38.816 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 38.816 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

Lease #6: Oil and Gas Lease dated July 19, 1994, from James Cortemelia, et ux, Carolyn Cortemelia, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 617, Page 643, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, as more particularly described in the attachmed Exhibit "B", being included in this unit. (Lease #2-06915-A)

Doc Bk Vol Pg
20075241 OR 1002 87

VOL. 1055 PAGE 378
OFFICIAL RECORDS

(EXHIBIT "A" Continued)

Lease #7: Oil and Gas Lease dated July 26, 1994, from Tony Cortemelia, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 618, Page 588, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, comprising the same lands described in Lease #6, being included in this unit. (Lease #2-06915-B)

Lease #8: Oil and Gas Lease dated July 25, 1994, from Joe Scarpinato, Jr., et al, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 619, Page 107, Official Records, Robertson County, Texas, covering 152.69 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 4.315 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 4.315 acres, comprising the same lands described above in lease #6, being included in this unit. (Lease #2-06915-C)

Doc Bk Vol Pg
20075241 OR 1002 88

VOL. 1055 PAGE 379
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "B"

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.
FRAZIER I.F. # 20
UNIT DESCRIPTION

BEING **223.295 acres** of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 74.110 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2A: 13.490 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2B: 6.420 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 29.396 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 56.745 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 38.816 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Tract 6: 4.315 acres being a part of a 152.69 acre tract conveyed to R. T. Feltus, Trustee by deed recorded in volume 350, page 150 of the Deed Records of Robertson County, Texas;

Said **223.295 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof; said point bears North 58 deg. 55 min. 08 sec. East 4122.94 feet from a 5/8 inch rebar found for the South corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract, **North 59 deg. 12 min. 58 sec. East 1623.41 feet** to a point for the North corner hereof; said point bears South 59 deg. 12 min. 58 sec. West 1193.71 feet from a 2 inch steel pipe post found for reference hereof;

THENCE across said Frazier 1038 acre tract, **South 28 deg. 01 min. 39 sec. East 1985.34 feet** to a point in the North gradient boundary of the Brazos River, the South line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 44.644 sec. North and Long. 96 deg. 38 min. 16.341 sec. West NAD 83;

THENCE across said Brazos River, **South 28 deg. 01 min. 39 sec. East 417.37 feet** to a point in the South gradient boundary of the Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **South 28 deg. 01 min. 39 sec. East 983.42 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract and the Northwest line of said Cotropia 525.4 acre tract; said point bears North 58 deg. 58 min. 54 sec. East 829.20 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract and for reference hereof and also bears South 57 deg. 58 min. 54 sec. West 9460.39 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 490.4 acre tract and for reference hereof;

Doc 20075241 Bk OR Vol 1002 Pg 89

Doc 2007 VOL. 1055 PAGE 330
OFFICIAL RECORDS
MILAM COUNTY, TX

THENCE across said Cotropia 525.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1892.87 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract and the Northwest line of said Cotropia 528.4 acre tract; said point bears South 58 deg. 00 min. 14 sec. West 9487.72 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad Right of Way and the Southeast line of said 525.4 acre tract and for reference hereof;

THENCE across said Cotropia 528.4 acre tract, **South 28 deg. 01 min. 39 sec. East 1497.54 feet** to a point in the Northwest line of said Feltus 152.69 acre tract and the Southeast line of said Cotropia 528.4 acre tract: said point bears South 58 deg. 00 min. 14 sec. West 9610.37 feet from a cross tie corner post found at the intersection of the Northwest line of the Southern Pacific Railroad Right of Way and the Southeast line of said 528.4 acre tract and for reference hereof;

THENCE across said Feltus 152.69 acre tract, **South 23 deg. 45 min. 44 sec. East 563.06 feet** to a point in the North gradient boundary of the Brazos River, for the West corner of a 150 acre tract conveyed to Matt Comaoratto, et ux by deed recorded in volume 253, page 152, for the South corner of said Feltus 152.69 acre tract and for the East corner hereof; said point bears South 57 deg. 58 min. 17 sec. East 9660.25 feet from a ¾ inch pipe found at the intersection of the Northeast margin of the Southern Pacific Railroad Right of Way and the Southeast line of said 152.69 acre tract and for reference hereof;

THENCE across said Brazos River, **South 29 deg. 38 min. 38 sec. West 264.91 feet** to a point in the South gradient boundary of said Brazos River and for the Easterly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 55.415 sec. North and Lat. 96 deg. 37 min. 49.394 sec. West NAD 83;

THENCE with the South gradient boundary of said Brazos River as follows,
North 60 deg. 21 min. 22 sec. West 94.22 feet to a point,
North 77 deg. 23 min. 19 sec. West 441.52 feet to a point,
North 77 deg. 23 min. 19 sec. West 59.81 feet to a point,
North 68 deg. 56 min. 35 sec. West 177.00 feet to a point,
South 64 deg. 09 min. 10 sec. West 154.03 feet to a point,
North 85 deg. 13 min. 27 sec. West 174.98 feet to a point and
South 35 deg. 58 min. 09 sec. West 18.43 feet to a point for the Westerly South corner hereof; said point having a position of Lat. 30 deg. 46 min. 56.915 sec. North and Lat. 96 deg. 38 in. 01.549 sec. West NAD 83;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 243.44 feet** to a point in the North gradient boundary of said Brazos River and the Southeast line of said Cotropia 528.4 acre tract;

THENCE across said Cotropia 528.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1242.84 feet** to a point in the Northwest line of said Cotropia 528.4 acre tract and the Southeast line of said Cotropia 525.4 acre tract;

THENCE across said Cotropia 525.4 acre tract, **North 32 deg. 10 min. 49 sec. West 1887.80 feet** to a point in the Northwest line of said Cotropia 525.4 acre tract and the Southeast line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract, **North 32 deg. 10 min. 49 sec. West 921.18 feet** to a point in the South gradient boundary of said Brazos River and the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Brazos River, **North 32 deg. 10 min. 49 sec. West 491.98 feet** to a point in the North gradient boundary of said Brazos River, the Southeast line of said Frazier 1038 acre tract; said point having a position of Lat. 30 deg. 47 min. 37.005 sec. North and Long. 96 deg. 38 min. 30.811 sec. West NAD 83;

THENCE across said Frazier 1038 acre tract, **North 32 deg. 10 min. 49 sec. West 1999.75 feet** to the **PLACE OF BEGINNING** and containing **223.295 acres** of land.

Doc 20075241 Bk OR Vol 1002 Pg 90

Doc 2007

VOL. 1055 PAGE 381
OFFICIAL RECORDS

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

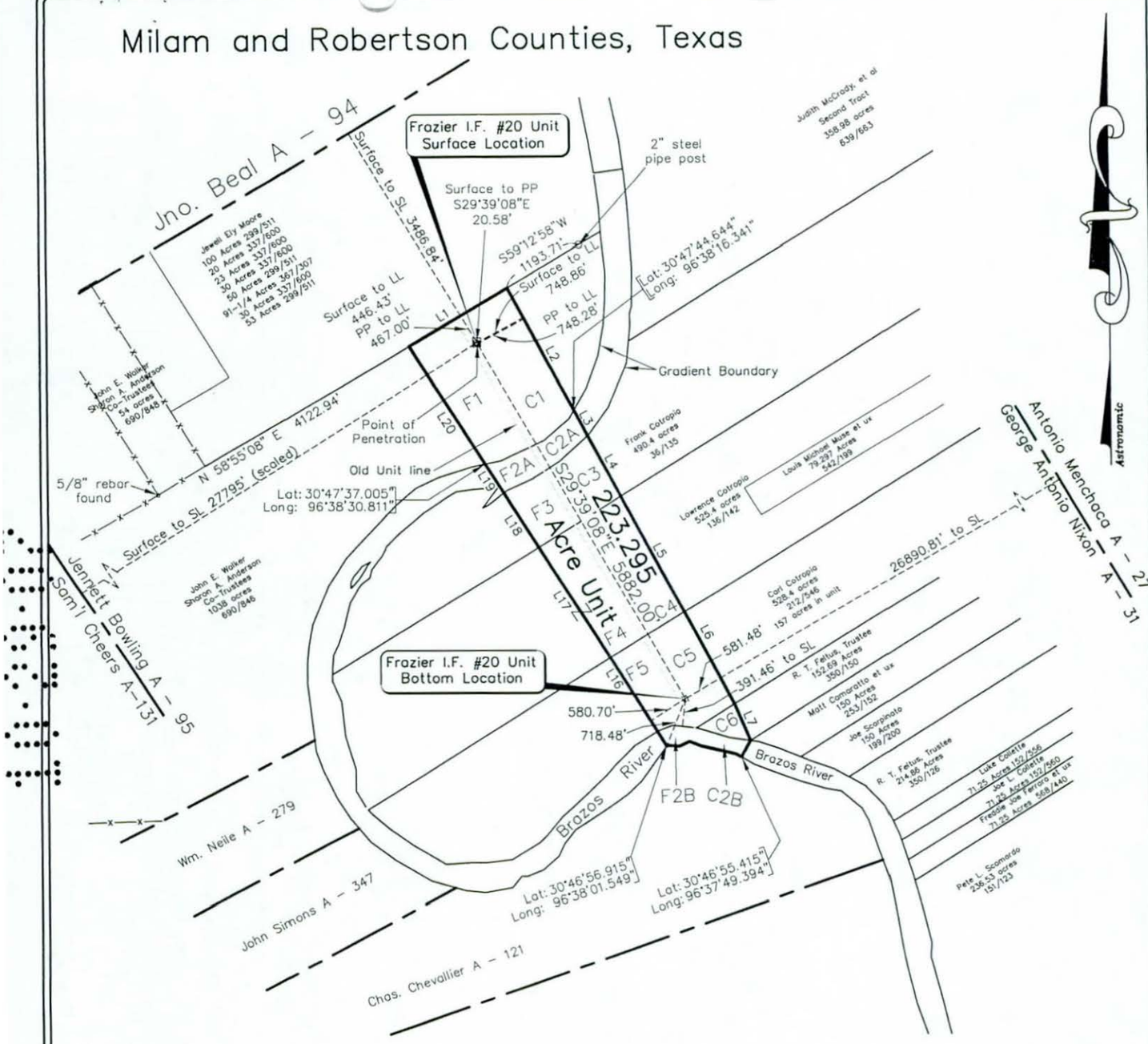
William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: September 8, 1999

Doc 20075241 Bk OR Vol 1002 Ps 91

VOL. 1055 PAGE 382
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "C"

Milam and Robertson Counties, Texas



Survey Notes:

1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.17 miles S29°W from Hearne, Robertson County, Texas. Latitude 30°47'54"North Longitude 96°38'32" West Elevation 265 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area Frazier Unit	Area Cotropia Frazier Unit	Area Total
1	Violet H. Frazier	UPRC	690/848	34.010	40.100	74.110
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	6.530	6.960	13.490
2B	State of Texas	2-07885	744/271	3.060	3.363	6.423
3	Frank Cotropia, et ux	2-07357	136/135	13.041	16.355	29.396
4	Rosalie Cotropia, Trustee	2-07377	136/142	24.864	31.881	56.745
5	Carl Cotropia, et ux	2-07358	212/546	15.361	23.455	38.816
6	Joe Cortemelia et al	2-06915A-C	350/150		4.315	4.315
				Unit Total		223.295

Boundary Line Call Table		
Line	Bearing	Distance
L1	N59°12'58"E	1623.41'
L2	S28°01'39"E	1985.34'
L3	S28°01'39"E	417.37'
L4	S28°01'39"E	983.42'
L5	S28°01'39"E	1892.87'
L6	S28°01'39"E	1497.54'
L7	S23°45'44"E	563.06'
L8	S29°38'38"W	264.91'
L9	N60°21'22"W	94.22'
L10	N77°23'19"W	441.52'
L11	N77°23'19"W	59.81'
L12	N68°56'35"W	177.00'
L13	S64°09'10"W	154.03'
L14	N85°13'27"W	174.98'
L15	S35°58'09"W	18.43'
L16	N32°10'49"W	1486.28'
L17	N32°10'49"W	1887.80'
L18	N32°10'49"W	921.18'
L19	N32°10'49"W	491.98'
L20	N32°10'49"W	1999.75'

Doc 20075241 Bk OR Vol 1002 Pg 92

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in August 2006.

William E. Weiser
Professional Land Surveyor
Number 4428

VOL. 1055 PAGE 383
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Clayton Williams Energy, Inc.	Frazier I.F. #20 Unit	223.295 Acre Unit

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 979-542-4444	Drawn By: Weiser	Date: 08-09-06	Scale: 1"= 2000'	Book 82, Page 24	
	Disk:	Revised: 01-18-07	Rev. #	Dwg # 4502	W.O. # 4502

RETURN TO:
CLAYTON WILLIAMS ENERGY, INC.
Attn: Land Dept.
6 Desta Drive, Suite 2100
Midland, Texas 79705

STATE OF TEXAS COUNTY OF ROBERTSON

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: Robertson County as stamped hereon by me.

Sep 10,2007

Kathryn N. Brimhall, County Clerk
Robertson County

CLERK'S NOTICE: 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.

FILED
AT 9:15 O'CLOCK A M
ON THE 26 DAY OF Sept
A.D., 20 07.

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Joan Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. 1055 PAGE 374
RECORDED 9-26-07 @ 5:00P
BY Joan Pratt DEPUTY

VOL. 1055 PAGE 384
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

C. WILLIAMS
56K 11 Pgs

Accepted for Filing in:
Robertson County
on: Sep 10,2007 at 10:47A
by: Carol Bancroft

101915

AMENDMENT OF POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT NO. 1
MILAM AND ROBERTSON COUNTIES, TEXAS

WHEREAS, on December 2, 1997, the Frazier Unit No. 1 ("Unit") in Milam and Robertson Counties Texas, was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Clayton Williams Energy, Inc. and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement ("Agreement") to pool certain State lands into the Unit, which covers 628.089 acres in Milam and Robertson Counties, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-97710; and

WHEREAS, on July 17, 2007, Clayton Williams Energy, Inc. made application and the School Land Board approved the application to reduce the size of the Unit from 628.089 acres to 531.223 acres; and

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interest of the State of Texas:

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained in the Agreement, it is agreed that the Unit is amended by deleting the Exhibits to the Agreement in their entirety and substituting the attached Exhibit "A", as a list of the oil and gas leases included within the amended Unit, the attached Exhibit "B" as a description of the lands included in the amended Unit and the attached Exhibit "C" as a plat of the amended 531.223 acre Unit.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of July 17, 2007.

Date Executed 8-27-07

STATE OF TEXAS

By: Jerry E. Patterson
Jerry E. Patterson, Commissioner
General Land Office

Legal AM
Content
Geology
Executive

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Greg Welborn - CWEI
Its: Vice President - Land

VOL. 1055 PAGE 385
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Doc 20075240 Bk OR Vol 1002 Pg 77

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of July, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 9th day of August, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS
COUNTY OF Midland

This instrument was acknowledged before me on August 15, 2007, by Greg Wellborn, as Vice President - Land of Clayton Williams Energy, Inc. a Delaware corporation on behalf of said corporation

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

Doc 20075240 Bk OR Vol 1002 Pg 78

VOL. 1055 PAGE 386
OFFICIAL RECORDS

EXHIBIT "A"

(Attached to Amendment of Pooling Agreement for the
Clayton Williams Energy, Inc.-
Frazier Unit No.1, 531.223 Acres, Milam & Robertson Counties, Tx.)

LEASE #1: Oil and Gas Lease dated October 2, 1995 from Violet H. Frazier, as Lessor, to Union Pacific Resources Company, as Lessee, recorded in Volume 725, Page 865, Official Records, Milam County, Texas, covering 1275.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 69.316 acres out of the lands described therein, located in the Jennett Bowling Survey, A-95 Milam County, Texas, all of said 69.316 acres as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-08053)

LEASE #2: Oil and Gas Lease dated January 7, 1997 from the State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas, and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.00 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 93.443 acres out of the lands described therein, located adjacent to the George Antonio Survey A-31, Robertson County, Texas, all of said 93.443 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07885)

LEASE #3: Oil and Gas Lease dated November 17, 1995 from Frank Cotropia and wife, Mary Anne Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 76.381 acres out of the land described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 76.381 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07357)

LEASE #4: Oil and Gas Lease dated October 19, 1995 from Rosalie S. Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 164.017 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 164.017 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07377)

LEASE #5: Oil and Gas Lease dated November 28, 1995 from Carl Cotropia and wife, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc. as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.4 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers, 128.066 acres out of the lands described therein, located in the George Antonio Survey A-31, Robertson County, Texas, all of said 128.066 acres, as more particularly described in the attached Exhibit "B", being included in this unit. (Lease #2-07358)

Doc Bk Vol Pg
20075240 OR 1002 79

VOL. 1055 PAGE 387
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

EXHIBIT "B"

STATE OF TEXAS

COUNTIES OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.
FRAZIER UNIT #1
UNIT DESCRIPTION

BEING **531.223 acres** of land, a part of the Jennett Bowling Survey, Abstract 95 Milam County, Texas and the George Antonio Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 69.316 acres being a part of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

Tract 2: 93.443 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc., same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 3: 76.381 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 164.017 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 128.066 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **531.223 acre unit** being more particularly described as follows:

BEGINNING at a point in the Northwest line of said Frazier 1038 acre tract, for the most Northerly West corner hereof, said point bears North 58 deg. 44 min. 01 sec. East 2540.00 feet from a 5/8 inch rebar found for the south corner of a 54 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 848 of the Deed Records of Milam County, Texas;

THENCE with the Northwest line of said Frazier 1038 acre tract **North 59 deg. 12 min. 58 sec. East 1582.97 feet** to a point for the North corner hereof, said point bears South 59 deg. 12 min. 58 sec. West 2817.12 feet from a 2" steel pipe post found for a reference hereof;

THENCE across said Frazier 1038 acre tract **South 32 deg. 10 min. 49 sec. East 1999.75 feet** to a point in the North gradient boundary line of the Brazos River, the South line of said Frazier 1038 acre tract; Said point having a position of Lat. = 30 deg. 47 min. 37.005 sec. North and Long. = 96 deg. 38 min. 30.811 sec. West NAD 83.

THENCE across said Brazos River **South 32 deg. 10 min. 49 sec. East 491.98 feet** to a point in the South gradient boundary line of the Brazos River, the Northwest line of said Cotropia 490.4 acre tract;

THENCE across said Cotropia 490.4 acre tract **South 32 deg. 10 min. 49 sec. East 921.18 feet** to a point in the Southeast line of said Cotropia 490.4 acre tract, the Northwest line of said Cotropia 525.4 acre tract, said point bears South 57 deg. 58 min. 54 sec. West 548.51 feet from a cross tie corner post found in the Southeast line of said 490.4 acre tract for a reference hereof and South 57 deg. 58 min. 54 sec. West – 10838.10 feet from a 5/8 inch iron rod found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 490.4 acre tract for reference hereof;

THENCE across said Cotropia 525.4 acre tract **South 32 deg. 10 min. 49 sec. East 1887.80 feet** to a point in the Southeast line of said Cotropia 525.4 acre tract, the Northwest line of said Cotropia 528.4 acre tract, said point bears South 58 deg. 00 min. 14 sec. West – 10728.35 feet from a cross tie corner post found at the intersection of the Northeast line of the Southern Pacific Railroad right of way and the Southeast line of said 525.4 acre tract for reference hereof;

Doc Bk Vol Pg
20075240 OR 1002 80

VOL. 1055 PAGE 388
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

THENCE across said Cotropia 528.4 acre tract **South 32 deg. 10 min. 49 sec. East 1242.84 feet** to a point in the North gradient boundary line of the Brazos River; Said point having a position of Lat. = 30 deg. 46 min. 58.954 sec. North and Long. = 96 deg. 38 min. 03.037 sec. west NAD 83.

THENCE across the Brazos River **South 32 deg. 10 min. 49 sec. East 243.44 feet** to a point in the South gradient boundary line of the Brazos River for the East corner hereof; Said point having a position of Lat. = 30 deg. 46 min. 56.915 sec. North and Long. = 96 deg. 38 min. 01.549 sec. west NAD 83.

THENCE with the meanders of the North, West, and South gradient boundary line of the Brazos River as follows:

South 35 deg. 58 min. 09 sec. West 610.84 feet to a point;
South 46 deg. 13 min. 18 sec. West 248.49 feet to a point;
South 52 deg. 56 min. 49 sec. West 171.55 feet to a point;
South 55 deg. 51 min. 03 sec. West 413.89 feet to a point;
South 57 deg. 03 min. 56 sec. West 332.57 feet to a point;
South 36 deg. 57 min. 16 sec. West 262.61 feet to a point;
South 25 deg. 17 min. 10 sec. West 192.68 feet to a point;
South 48 deg. 22 min. 47 sec. West 290.26 feet to a point;
South 67 deg. 32 min. 32 sec. West 246.59 feet to a point;
North 87 deg. 05 min. 24 sec. West 81.10 feet to a point;
South 39 deg. 11 min. 35 sec. West 211.08 feet to a point;
South 79 deg. 45 min. 46 sec. West 390.91 feet to a point;
North 84 deg. 09 min. 47 sec. West 285.99 feet to a point;
North 73 deg. 48 min. 45 sec. West 497.20 feet to a point;
North 59 deg. 42 min. 48 sec. West 587.64 feet to a point;
North 53 deg. 47 min. 20 sec. West 429.98 feet to a point;
North 39 deg. 04 min. 40 sec. West 452.84 feet to a point;
North 33 deg. 07 min. 02 sec. West 341.38 feet to a point;
North 25 deg. 45 min. 44 sec. West 450.18 feet to a point;
North 20 deg. 15 min. 41 sec. West 275.44 feet to a point;
North 06 deg. 59 min. 46 sec. West 950.00 feet to a point;
North 00 deg. 44 min. 23 sec. West 291.94 feet to a point;
North 05 deg. 18 min. 30 sec. East 249.11 feet to a point;
North 09 deg. 26 min. 53 sec. East 319.89 feet to a point;
North 22 deg. 03 min. 47 sec. East 616.42 feet to a point;
North 31 deg. 55 min. 57 sec. East 266.80 feet to a point;
North 32 deg. 14 min. 47 sec. East 213.45 feet to a point;
North 43 deg. 00 min. 45 sec. East 589.41 feet to a point;
North 43 deg. 16 min. 22 sec. East 157.36 feet to a point for an interior corner hereof;

THENCE across said Frazier 1038 acre tract **North 29 deg. 59 min. 23 sec. West 1934.39 feet** to the **PLACE OF BEGINNING** and containing **531.223 acres** of land.

Bearings are astronomic based on a solar observation hour angle method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in March 1997.

William E Weiser
Professional Land Surveyor
Number 4428
Date of Signature: September 8, 1999

Doc 20075240 Bk OR Vol 1002 Pg 81

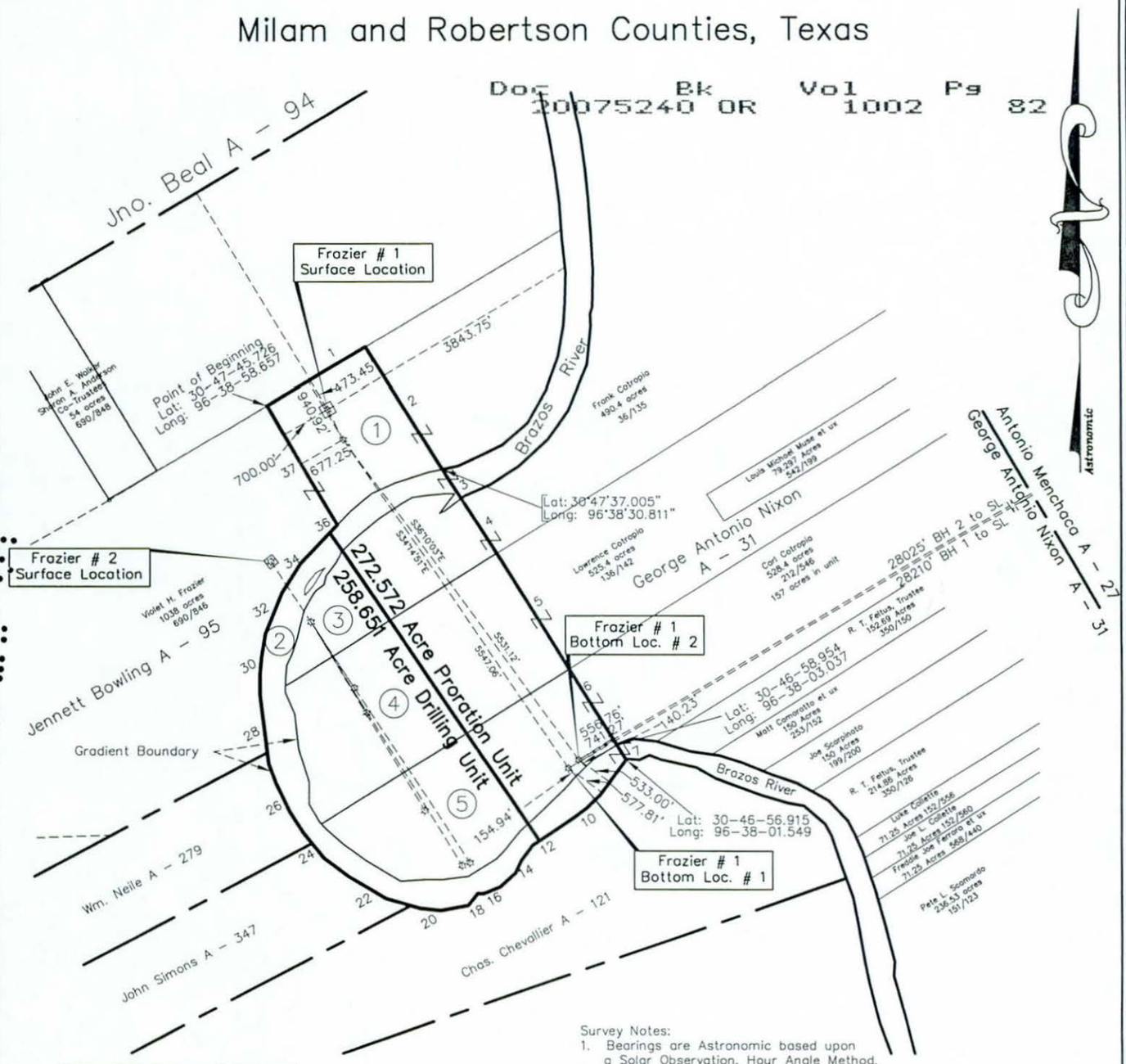
VOL. 1055 PAGE 389
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Doc 971386R

EXHIBIT C

Milam and Robertson Counties, Texas

Doc Bk Vol Pg
20075240 OR 1002 82



Unit Calls		
1	N 59°12'58" E	1582.97'
2	S 32°10'49" E	1999.75'
3	S 32°10'49" E	491.98'
4	S 32°10'49" E	921.18'
5	S 32°10'49" E	1887.80'
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9	S 46°13'18" W	248.49'
10	S 52°56'49" W	171.55'
11	S 55°51'03" W	413.89'
12	S 57°03'56" W	332.57'
13	S 36°57'16" W	262.61'
14	S 25°17'10" W	192.68'
15	S 48°22'47" W	290.26'
16	S 67°32'32" W	246.59'
17	N 87°05'24" W	81.10'
18	S 39°11'35" W	211.08'
19	S 79°45'46" W	390.91'
20	N 84°09'47" W	285.99'
21	N 73°48'45" W	497.20'
22	N 59°42'48" W	587.64'
23	N 53°47'20" W	429.98'
24	N 39°04'40" W	452.84'
25	N 33°07'02" W	341.38'
26	N 25°45'44" W	450.18'
27	N 20°15'41" W	275.44'
28	N 06°59'46" W	950.00'
29	N 00°44'23" W	291.94'
30	N 05°18'30" E	249.11'
31	N 09°26'53" E	319.89'
32	N 22°03'47" E	616.42'
33	N 31°55'57" E	266.80'
34	N 32°14'47" E	213.45'
35	N 43°00'45" E	589.41'
36	N 43°16'22" E	157.36'
37	N 29°59'23" W	1934.39'

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S30°W from Hearne, Robertson County, Texas.
   Latitude 30°47'45" North
   Longitude 96°38'49" West
   Elevation 265 above MSL (scaled)
   USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	69.316 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	93.443 acres
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4	Rosalie Cotropia, Trustee	2-07377	136/142	164.017 acres
5	Carl Cotropia, et ux	2-07358	212/546	128.066 acres
		Unit Total		531.223

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

VOL. 1055 PAGE 390
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Clayton Williams Energy, Inc.	Frazier Unit # 1	531.223 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428 P.O. Box 706 Giddings, Texas 78942 409-542-4444	Drawn By: Weiser	Date: 9-24-97	Scale: 1"= 2000'	Book 82, Page 24
	Disk:	Revised: 5-22-07	Rev. #	Dwg #971386R	W.O. # 971386

RETURN TO:
CLAYTON WILLIAMS ENERGY, INC.
Attn: Land Dept.
6 Desta Drive, Suite 2100
Midland, Texas 79705

STATE OF TEXAS COUNTY OF ROBERTSON

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: Robertson County as stamped hereon by me.

Sep 10,2007

Kathryn N. Brimhall, County Clerk
Robertson County

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FILED
AT 9:15 O'CLOCK A M
ON THE 26 DAY OF Sept
A.D., 20 07

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Joan Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. 1055 PAGE 389
RECORDED 9-26-07 @ 5:00 P.
BY Joan Pratt DEPUTY

VOL. 1055 PAGE 391
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

C Williams
40 R Pgs

(27)

File No. M-97710

Ltr. From CLJ Iwith recorded posting agents and amendments

Date Filed: 10/30/07

Jerry E. Patterson, Commissioner

By Daryl Morgan

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA07-156

Unit Number	*4080*		
Operator Name	*CLAYTON WILLIAMS ENERGY INC*	*Effective Date*	*9/18/2007*
TaxID:	[redacted]	*Unitized For*	*Oil*
Unit Name	*State-Cotropia Unit 1*	*Unit Term*	*0 Months*
County1	*Milam*		
County 2	*Robertson*		
County 3			
RRC District:	*01*		
Unit Type:	*Permanent*		
State Royalty Interest:	*0.0116608998988*		
State Part in Unit:	*0.0466435995953*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

Unit Depth	**Below**	*Well:*	
Below Depth	5600	*Formation:*	*Austin Chalk*
Above Depth	6000	*Participation Basis:*	*Surface Acreage*
		[If Exclusions Apply: See Remarks]	

MF Number	MF097710		*Tract Number*	1	
Lease Acres	13.184	/	*Total Unit Acres*	282.654	=
Tract Participation:	0.0466436	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0116609		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

01-000730
01-000749

API Number	*RRC Number*
423953132100	0

Remarks:

Prepared By:	TN	*Prepared Date:*	9-18-07
GLO Base Updated By:	TN	*GLOBase Date:*	9-19-07
RAM Approval By:	JK	*RAM Approval Date:*	10-5-07
GIS By:	FJ	*GIS Date:*	11.07
Mineral Maps By:		*Mineral Maps Date:*	

Pooling Committee Report

To: School Land Board

PA07-156

Date of Board Meeting: September 18, 2007

Unit Number: 4080

Effective Date: 9/18/2007

Unit Expiration Date: Permanent

Applicant: CLAYTON WILLIAMS ENERGY INC

Attorney Rep:

Operator: CLAYTON WILLIAMS ENERGY INC

County 1: Milam

County 2: Robertson

County 3:

Unit Name: State-Cotropia Unit 1

Field Name: Giddings (Austin Chalk-3)

Lease Type	MF Number	Lease Royalty	Expiration Date	Lease Term	Lease Acres	Lease Acres in Unit	Royalty Participation
SF	MF097710	0.25	1/7/2000	HBP	245	13.184	0.0116609

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	269.47
State Acres:	13.184
Total Unit Acres:	282.654

Participation Basis:
Surface Acreage

State Acreage:	4.66%
State Unit Royalty:	1.17%

Unit Type:	Unitized for:
Permanent	Oil
Term: 0	Months

Well Location:
Private Land

RRC Rules:	Spacing Acres:
Special Field Rule	480

Pooling Agreement Number: PA07-156

REMARKS:

- Clayton Williams Energy, Inc. is requesting permanent oil pooling from 5,600 feet to 6,000.

- The applicant spud the proposed unit well on August 20, 2007 to test the Austin Chalk Formation. The proposed total depth is 6,000 feet.

- With approval of the unit the State's unit royalty participation will be 1.17%.

- The State will participate from the date of first production. Approval by the School Land Board in no way ratifies the State lease included in this proposed unit.

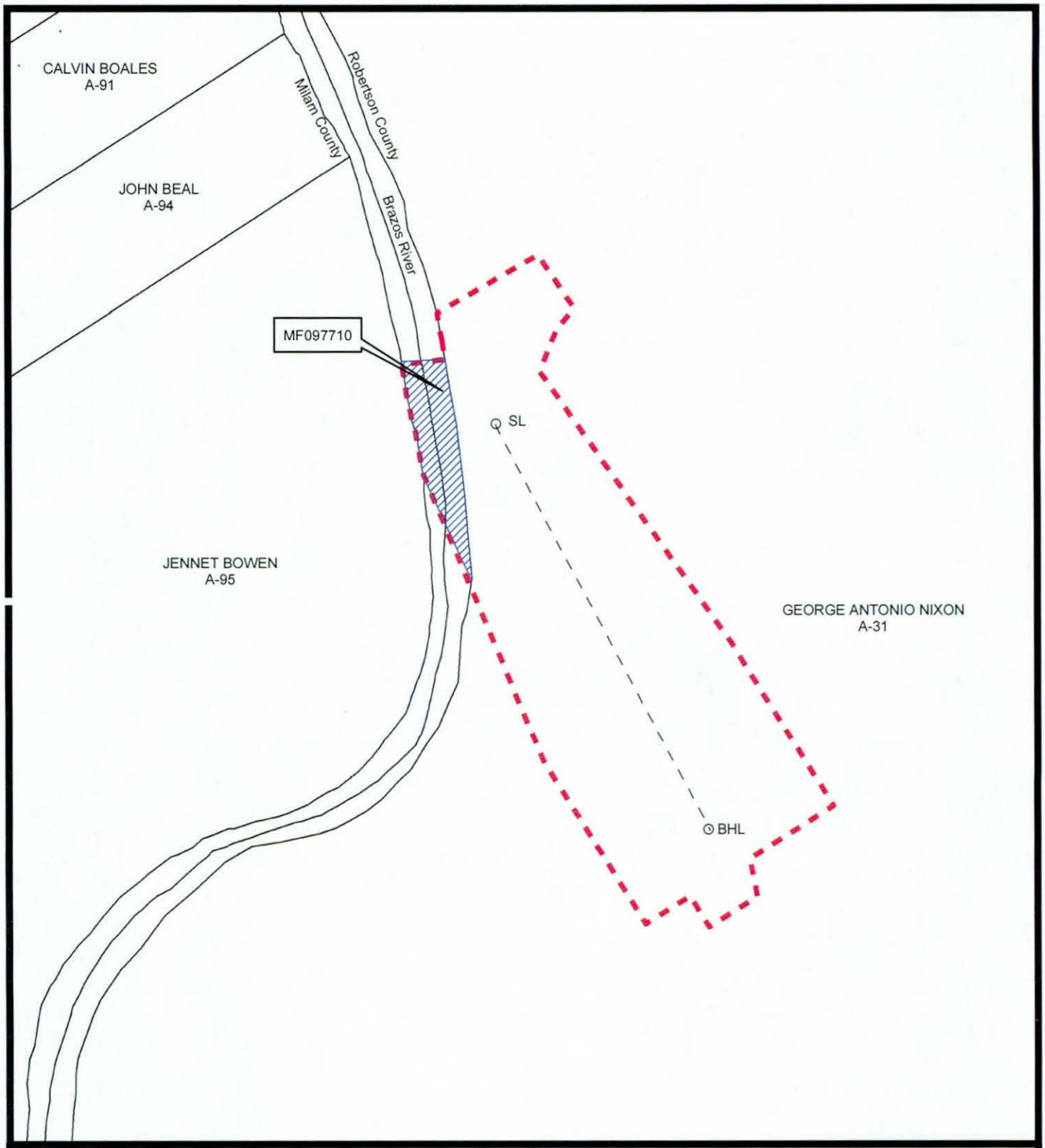
POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends Board approval of a permanent oil unit under the above-stated provisions.

Jeffee Martinez-Vargas - Office of the Attorney General — Date: 9-5-07

Peter A. Boone - General Land Office — Date: 9.5.07

Vacant - Office of the Governor — Date:



Clayton Williams Energy, Inc.
State-Cotropia Unit 1
Giddings (Austin Chalk-3)
MF097710
Milam and Robertson Counties
PA07-156

NAD_1927_Albers
Projection: Albers
False_Easting: 0.000000
False_Northing: 0.000000
Central_Meridian: -100.000000
Standard_Parallel_1: 28.000000
Standard_Parallel_2: 35.000000
Latitude_Of_Origin: 31.000000

GCS_North_American_1927

0 500 1,000 Feet

N

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Map Compiled By:
Ferrel Taylor
Information Systems - GIS
September 18, 2007

POOLING AGREEMENT
CLAYTON WILLIAMS ENERGY, INC.
STATE COTROPIA UNIT 1
MILAM AND ROBERTSON COUNTIES, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Clayton Williams Energy, Inc., herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES: 1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION: 2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED: 3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil including all hydrocarbons that may be produced from an oil well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from 5,600 feet below the surface to 6,000 feet below the surface ("unitized interval").

POOLING AND EFFECT: 4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

(a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.

(b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional well surfaced on adjacent or adjoining land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.

(c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. Provided that, if any State Lease described in Exhibit "A" attached hereto contains provision 4(E) VARIABLE ROYALTY, and a unit well is not located on such State Lease and a reduced royalty has not otherwise been earned, then a reduced royalty may be earned by unit production, but it shall only apply to the acreage included within the unit. Acreage outside of the unitized area must earn a reduced royalty independently.

(d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

(e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

(f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.

(g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 282 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.

(h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.

(i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.

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

ALLOCATION OF PRODUCTION: 5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND: 6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE: 7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

(a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;

(b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE: 8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of September 18, 2007; however, it is agreed that the State will participate in production from the Unit well or wells on a unitized basis from the date the pooled mineral was first produced.

TERM: 9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.

STATE LAND: 10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION: 11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Milam and Robertson Counties, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER: 12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS: 13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed 11/12/07

STATE OF TEXAS

Legal
Content
Geology
Executive

By: _____
Jerry E. Patterson, Commissioner
General Land Office

Date Executed _____

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Its: Vice President - Land

EU.

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 18th day of September, 2007, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 16th day of November, 2007.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on Nov. 2, 2007, by Greg Welborn as Vice President - Land of Clayton Williams Energy, Inc., a DE corporation on behalf of said corporation.

Lisa A. Armenta
Notary Public in and for the
State of Texas

LISA A. ARMENTA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12-19-2009

EXHIBIT "A"

(Attached to Pooling Agreement for the
Clayton Williams Energy, Inc., - State-Cotropia Unit #1)
Milam and Robertson Counties, Texas

Lease #1: Oil and Gas Lease dated January 7, 1997, from The State of Texas M-97710, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 670, Page 724, Official Records, Robertson County, Texas and recorded in Volume 744, Page 271, Official Records, Milam County, Texas, covering 245.0 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 13.184 acres out of the lands described therein, located adjacent to the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 13.184 acres (designated as Unit Tract No. 1), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207885)

Lease #2: Oil and Gas Lease dated November 20, 1995, from Mary Grace Perrone, Trustee, as Lessor to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 296, Official Records, Robertson County, Texas, covering 439.17 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 84.969 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 84.969 acres (designated as Unit Tract No. 2), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207375)

Lease #3: Oil and Gas Lease dated November 17, 1995, from Frank Cotropia, et ux, Mary Ann Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 643, Page 136, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 83.685 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 83.685 acres (designated as Unit Tract No. 3), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207357)

Lease #4: Oil and Gas Lease dated October 19, 1995, from Rosalie Cotropia, Trustee, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 645, Page 586, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 75.887 acres of lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 75.887 acres (designated as Unit Tract No. 4), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207377)

Lease #5: Oil and Gas Lease dated October 16, 1995, from Louis Michael Muse and wife, Frances R. Muse, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded in Volume 644, Page 328, Official Records, Robertson County, Texas, covering 99.953 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 19.691 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 19.691 acres (designated as Unit Tract No. 5), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207369)

Lease #6: Oil and Gas Lease dated November 28, 1995, from Carl Cotropia, et ux, Barbara Cotropia, as Lessor, to Clayton Williams Energy, Inc., as Lessee, recorded by Memorandum in Volume 643, Page 563, Official Records, Robertson County, Texas, covering 525.40 acres of land, more or less, INSOFAR AND ONLY INSOFAR as said lease covers 5.238 acres out of the lands described therein, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, all of said 5.238 acres (designated as Unit Tract No. 6), as more particularly described in the attached Exhibit "B", being included in this unit. (CWEI Lease No. 207358)

STATE OF TEXAS

COUNTY OF ROBERTSON & MILAM

CLAYTON WILLIAMS ENERGY, INC.

STATE-COTROPIA UNIT #1
UNIT DESCRIPTION

BEING 282.654 acres of land, a part of the G. A. Nixon Survey, Abstract 31, Robertson County, Texas, and consisting of the following tracts:

Tract 1: 13.184 acres being a portion of the bed of the Brazos River, being a part of a 245 acre tract described in an Oil and Gas Lease No. M-97710 between the State of Texas and Clayton Williams Energy, Inc. same as recorded in volume 744, page 271 of the Official Records of Milam County, Texas;

Tract 2: 84.969 acres being a part of a 358.98 acre tract conveyed to Judith McCrady, et al (Mary G. Perrone, Trustee) by deed recorded in volume 639, page 663 of the Deed Records of Robertson County, Texas;

Tract 3: 83.685 acres being a part of a 490.4 acre tract conveyed to Frank Cotropia by deed recorded in volume 136, page 135 of the Deed Records of Robertson County, Texas;

Tract 4: 75.887 acres being a part of a 525.4 acre tract conveyed to Lawrence Cotropia by deed recorded in volume 136, page 142 of the Deed Records of Robertson County, Texas;

Tract 5: 19.691 acres being a part of a 79.297 acre tract conveyed to Louis Michael Muse et ux by deed recorded in volume 542, page 199 of the Deed Records of Robertson County, Texas;

Tract 6: 5.238 acres being a part of a 528.4 acre tract conveyed to Carl Cotropia by deed recorded in volume 212, page 546 of the Deed Records of Robertson County, Texas;

Said **282.654 acre unit** being more particularly described as follows:

BEGINNING at a point in the Southeast line of a called 229.93 acre tract conveyed to Sam Degelia, Sr. et al by deed recorded in volume 225, page 235, the Northwest line of said 358.98 acre McCrady tract, and the North corner hereof; said point bears South 57 deg. 38 min. 35 sec. West – 3710.54 feet from a cross tie corner post found for the North corner of said 358.98 acre McCrady tract and reference hereof;

THENCE across said 358.98 acre McCrady tract, **South 33 deg. 59 min. 31 sec. East 633.09 feet** to a point for the point of curvature of a curve to the left:

THENCE continuing across said 358.98 acre McCrady tract with said curve to the left with the following curve data: **Radius = 467.00 feet, Delta = 34 deg. 11 min. 51 sec., Arc = 278.73 feet, and the Chord bearing and distance = South 38 deg. 54 min. 34 sec. West – 274.61 feet** to a point for the point of curvature of said curve;

THENCE continuing across said 358.98 acre McCrady tract, **South 21 deg. 48 min. 38 sec. West 293.87 feet** to a point for the point of curvature of a curve to the left;

THENCE continuing across said 358.98 acre McCrady tract with said curve to the left with the following curve data: **Radius – 467.00 feet, Delta = 57 deg. 00 min. 39 sec., Arc = 464.68 feet, and the Chord bearing and distance = South 06 deg. 41 min. 41 sec. East – 445.74 feet** to a point for the point of curvature of said curve;

THENCE continuing across said 358.98 acre McCrady tract, **South 35 deg. 12 min. 01 sec. East** at 1491.60 feet pass a point which bears South 58 deg. 13 min. 15 sec. West – 4325.72 feet from a ½ inch rebar found for the East corner of said 358.98 acre McCrady tract, and continuing across said 490.4 acre Cotropia tract for a total distance of **3304.66 feet** to a point in the Northwest line of said 525.4 acre Cotropia tract, the Southeast line of said 490.4 acre Cotropia tract, and an angle point hereof;

THENCE across said 525.4 acre Cotropia tract, **South 32 deg. 01 min. 06 sec. East** at 861.29 feet pass a point which bears North 58 deg. 42 min. 09 sec. East – 1903.72 feet from a 6 inch steel pipe post found for the West corner of said 79.297 acre Muse tract, continuing across said 79.297 acre Muse tract at 1311.99 feet pass a point which bears North 58 deg. 42 min. 27 sec. East – 1903.54 feet from a 6 inch steel pipe post found for the South corner of said 79.297 acre Muse tract, and continuing across said 525.4 acre Cotropia tract for a total distance of **1889.67 feet** to a point in the Northwest line of said 528.4 acre Cotropia tract, the Southeast line of said 525.4 acre Cotropia tract, for an East corner hereof;

THENCE with the Southeast line of said 525.4 acre Cotropia tract, the Northwest line of said 528.4 acre Cotropia tract, **South 58 deg. 00 min. 14 sec. West 982.09 feet** to a point for an interior corner hereof;

THENCE across said 528.4 acre Cotropia tract, **South 10 deg. 58 min. 00 sec. East 385.62 feet** to a point for the Southerly East corner hereof;

THENCE continuing across 528.4 acre Cotropia tract, **South 57 deg. 58 min. 54 sec. West 564.48 feet** to a point for the Easterly South corner hereof;

THENCE continuing across said 528.4 acre Cotropia tract, **North 32 deg. 01 min. 06 sec. West 360.16 feet** to a point in the Southeast line of said 525.4 acre Cotropia tract, the Northwest line of said 528.4 acre Cotropia tract, for an interior corner hereof;

THENCE with the Southeast line of said 525.4 acre Cotropia tract, the Northwest line of said 528.4 acre Cotropia tract, **South 58 deg. 00 min. 14 sec. West 518.64 feet** to a point for the Westerly South corner hereof;

THENCE across said 525.4 acre Cotropia tract, **North 32 deg. 01 min. 06 sec. West 1888.81 feet** to a point for an angle point hereof; said point bears North 57 deg. 58 min. 24 sec. East – 2078.01 feet from a cross tie corner post found for reference hereof;

THENCE across said 490.4 acre Cotropia tract, said 358.98 acre McCrady tract, and across the Brazos River, **North 22 deg. 50 min. 33 sec. West 3387.80 feet** to a point in the West gradient boundary of the Brazos River, for the North corner of a 1038 acre tract conveyed to Violet H. Frazier by deed recorded in volume 690, page 846, and an angle corner hereof; said point bears North 59 deg. 12 min. 58 sec. East – 360.02 feet from a 2 inch steel pipe post found for reference hereof;

THENCE with the West gradient boundary of the Brazos River, **North 03 deg. 47 min. 28 sec. West 357.30 feet** to a point, **North 07 deg. 23 min. 29 sec. West 465.32**

feet to a point, and **North 09 deg. 32 min. 53 sec. West 20.92 feet** to a point for a Northwest corner hereof;

THENCE across said Brazos River, **North 82 deg. 36 min. 31 sec. East 417.47 feet** to a point in the East gradient boundary of said Brazos River, for an interior corner hereof;

THENCE with the East gradient boundary of the Brazos River, **North 07 deg. 24 min. 49 sec. West 422.47 feet** to a point, and **North 12 deg. 07 min. 36 sec. West 325.30 feet** to a point for the West corner hereof;

THENCE with the Southeast line of said 229.93 acre Degelia tract, the Northwest line of said 358.98 acre McCrady tract, **North 58 deg. 58 min. 35 sec. East 1108.88 feet** to the **PLACE OF BEGINNING** and containing **282.654 acres** of land.

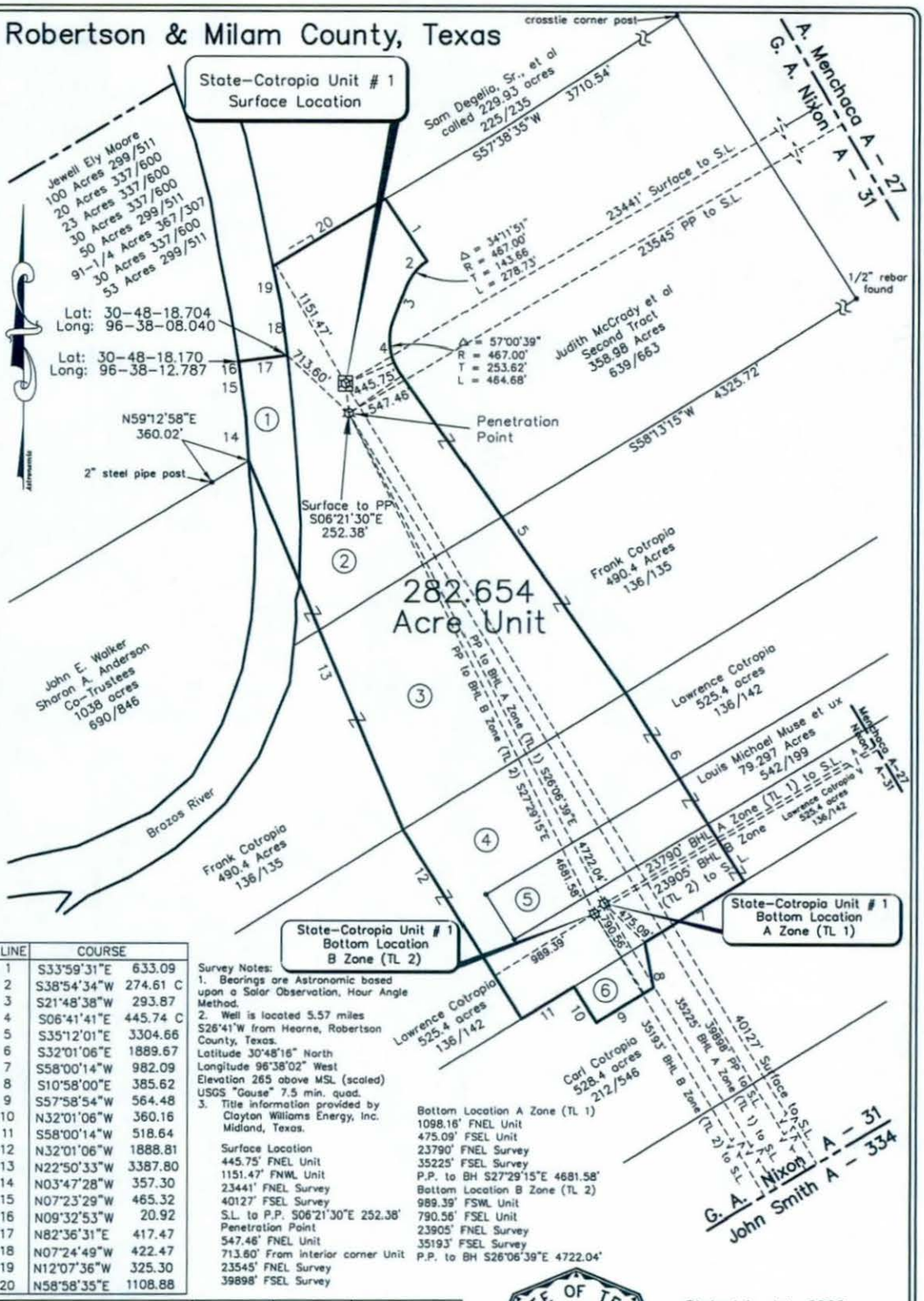
Bearings are astronomic based upon a Solar Observation, Hour Angle Method. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in July 2006.

William E. Weiser
Professional Land Surveyor
Number 4428
Date of signature: 10-8-07

EXHIBIT "C"

Robertson & Milam County, Texas



LINE	COURSE	
1	S33°59'31"E	633.09
2	S38°54'34"W	274.61 C
3	S21°48'38"W	293.87
4	S06°41'41"E	445.74 C
5	S35°12'01"E	3304.66
6	S32°01'06"E	1889.67
7	S58°00'14"W	982.09
8	S10°58'00"E	385.62
9	S57°58'54"W	564.48
10	N32°01'06"W	360.16
11	S58°00'14"W	518.64
12	N32°01'06"W	1888.81
13	N22°50'33"W	3387.80
14	N03°47'28"W	357.30
15	N07°23'29"W	465.32
16	N09°32'53"W	20.92
17	N82°36'31"E	417.47
18	N07°24'49"W	422.47
19	N12°07'36"W	325.30
20	N58°58'35"E	1108.88

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.57 miles S26°41'W from Hearne, Robertson County, Texas.
Latitude 30°48'16" North
Longitude 96°38'02" West
Elevation 265 above MSL (scaled)
USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

Surface Location
445.75' FNEL Unit
1151.47' FNWL Unit
23441' FNEL Survey
40127' FSEL Survey
S.L. to P.P. S06°21'30"E 252.38'
Penetration Point
547.46' FNEL Unit
713.60' From interior corner Unit
23545' FNEL Survey
39898' FSEL Survey

Bottom Location A Zone (TL 1)
1098.16' FNEL Unit
475.09' FSEL Unit
23790' FNEL Survey
35225' FSEL Survey
P.P. to BH S27°29'15"E 4681.58'
Bottom Location B Zone (TL 2)
989.39' FSWL Unit
790.56' FSEL Unit
23905' FNEL Survey
35193' FSEL Survey
P.P. to BH S26°06'39"E 4722.04'

Tract	Lessor	Lease #	Deed	Area
1	State of Texas	2-07885	744/271	13.184 acres
2	Mary G. Perrone, Trustee	2-07375	639/663	84.969 acres
3	Frank Cotropia, et ux	2-07357	136/135	83.685 acres
4	Rosalie S. Cotropia	2-07377	136/142	75.887 acres
5	Louis M. Muse et ux	2-07369	542/199	19.691 acres
6	Carl Cotropia	2-07358	212/546	5.238 acres
	Unit Total			282.654 acres

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in July 2006.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | State-Cotropia Unit # 1 As Drilled | 282.654 Acre Unit

Prepared By Weiser Becker Surveyors, P.C.
P.O. Box 706 Giddings, Texas 78942 979-542-4444

Drawn By: KB | Date: 07-18-06 | Scale: 1"= 1000' | Book
Disk: 1 | Revised: 10-23-07 | Rev. # | Dwg # 4470 | W.O. # 4470

28.

File No. MF 09710
Boiling Committee Report
+ Boiling Agreement
Date Filed: 11/16/07
Jerry E. Patterson, Commissioner
By

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

December 13, 2007

Clayton Williams Energy, Inc.
6 Desta Dr. Suite 2100
Midland, TX 79705

Re: State Lease MF097710 Unit #4051 - **Please refer to this lease number with all correspondence**
Frazier Unit #1, #2 Reformation
29258-001 & 29258-002

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

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

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

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

Unit 4051
MF 097710

Keep This Copy

OIL AND GAS DIVISION ORDER

Clayton Williams Energy, Inc.
6 Desta Drive, Suite 2100
Midland, TX 79705
(432) 682-6324

Property Name and Number: Frazier Unit #1 and #2 REFORMATION 11-07 / 29258-001 and 29258-002 Date: November 1, 2007
Operator: Clayton Williams Energy, Inc. Effective Date: November Production
County/State: Milam and Robertson Counties, Texas
Legal Description: 531-223 - acre unit out of the Jeneatte Bowen Survey, (also called Jennett Bowling Survey), A-95, Milam County, Texas and the George Antonio Nixon Survey, A-31, Robertson County, Texas, as more particularly described in that certain Amendment of Pooling Agreement dated effective July 17, 2007, executed by Clayton Williams Energy, Inc., and the Commissioner of the General Land Office of the State of Texas, recorded in Vol 1055, Pg 385, Official Records, Milam County, Texas, and Vol 1002, Pg 77, Official Records, Robertson County, Texas.

Owner No.	Owner Name and Address	Decimal Interest	Type of Interest
2901	The Commissioner of the General Land Office 200 East 12th Street Austin, TX 78711	0.04397541	RI

The undersigned certifies the ownership of the decimal interest in production or proceeds as described above payable by Clayton Williams Energy, Inc. (hereinafter referred to as "CWEI").

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

The undersigned agrees to indemnify and hold CWEI harmless from all liability resulting from payments made to the undersigned in accordance with the division of interest claimed herein by the undersigned, including but not limited to attorney fees or judgments in connection with any suit that affects the undersigned's interest to which CWEI is made a party. The undersigned agrees to indemnify and reimburse CWEI any amount attributable to an interest to which the undersigned is not entitled.

CWEI may accrue proceeds until the total amount equals $100.00, or pay at the end of the calendar year, whichever occurs first, or as required by applicable state statute.

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

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

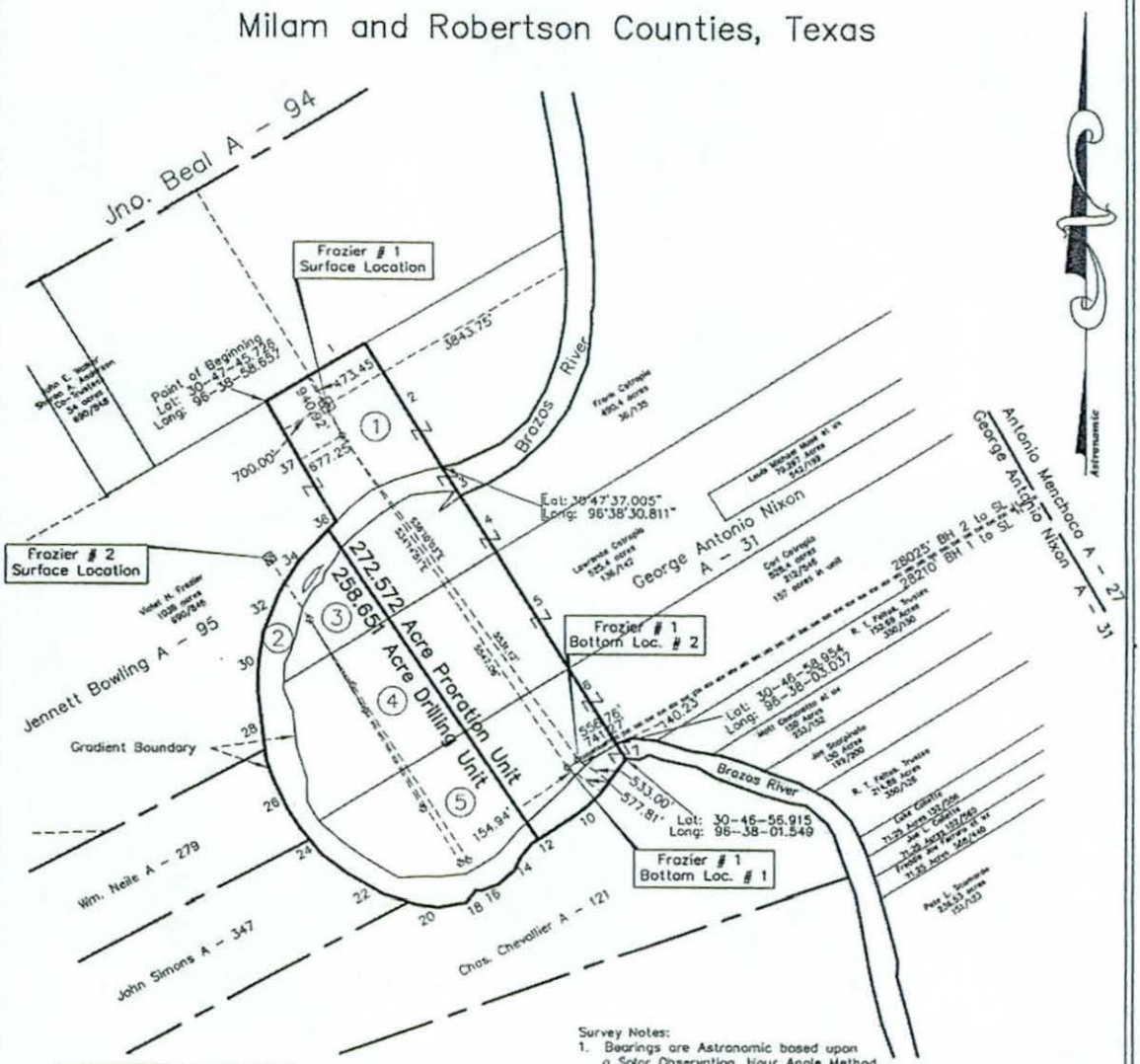
Owner(s) Signature(s): _____
The Commissioner of the General Land Office
Name: _____
Title: _____

Owner SS/TIN: _____ Daytime Phone: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refunded by Clayton Williams Energy, Inc.

EXHIBIT A

Milam and Robertson Counties, Texas



Unit Calls		
1	N 59°12'58" E	1582.97'
2	S 32°10'49" E	1999.75'
3	S 32°10'49" E	491.98'
4	S 32°10'49" E	921.18'
5	S 32°10'49" E	1887.80'
6	S 32°10'49" E	1242.84'
7	S 32°10'49" E	243.44'
8	S 35°58'09" W	610.84'
9	S 46°13'18" W	248.49'
10	S 52°56'49" W	171.55'
11	S 55°51'03" W	413.89'
12	S 57°03'56" W	332.57'
13	S 36°57'18" W	262.61'
14	S 25°17'10" W	192.68'
15	S 48°22'47" W	290.26'
16	S 67°32'32" W	246.59'
17	N 87°05'24" W	81.10'
18	S 39°11'35" W	211.08'
19	S 79°45'46" W	390.91'
20	N 84°09'47" W	285.99'
21	N 73°48'45" W	497.20'
22	N 58°42'48" W	587.64'
23	N 53°47'20" W	429.98'
24	N 39°04'40" W	452.84'
25	N 33°07'02" W	341.38'
26	N 25°45'44" W	450.18'
27	N 20°15'41" W	275.44'
28	N 06°59'46" W	950.00'
29	N 00°44'23" W	291.94'
30	N 05°18'30" E	249.11'
31	N 09°26'53" E	319.89'
32	N 22°03'47" E	616.42'
33	N 31°55'57" E	266.80'
34	N 32°14'47" E	213.45'
35	N 43°00'45" E	589.41'
36	N 43°16'22" E	157.36'
37	N 29°59'23" W	1934.39'

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.43 miles S.30°W from Hearne, Robertson County, Texas.
   Latitude 30°47'45" North
   Longitude 96°38'49" West
   Elevation 265 above MSL (scaled)
   USGS "Gause" 7.5 min. quad.
3. Title and as drilled data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Geodetic positions are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier		690/848	69.316 acres
2	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	93.443 acres
3	Frank Catropia, et ux	2-07357	136/135	76.381 acres
4	Rosalie Catropia, Trustee	2-07377	136/142	184.017 acres
5	Carl Catropia, et ux	2-07358	212/546	128.066 acres
		Unit Total		531.223

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Frazier Unit # 1	531.223 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: | Revised: 5-22-07 | Rev. # | Dwg #971386R | W.O. # 971386

CLAYTON WILLIAMS ENERGY, INC.

November 28, 2007

TO ALL INTEREST OWNERS

Re: CWEI Property No. 29258-001 / FRAZIER UNIT #1
CWEI Property No. 29258-002 / FRAZIER UNIT #2
Milam and Robertson Counties, Texas

Dear Interest Owners:

Please be advised that Clayton Williams Energy, Inc. has reformed the above referenced units. The units were reformed to 531.223 acres effective for November 2007 production.

Enclosed are two (2) copies of the Oil and Gas Division Order for each reformation, with a separate Exhibit A which is a plat of the unit. If the division orders meet with your approval, please sign, and fill in your social security number or tax identification number. An envelope has been provided for your convenience in returning a copy of each division order.

Please note that any revenue prior to November 2007 being held in suspense will be disbursed in the interests as set out before the reformation.

Should you have any questions, please advise. Thank you for your assistance in this matter.

Sincerely,

Ellen M. Taylor

Ellen M. Taylor
Division Order Analyst

Enclosures

emt:DivisionOrders/Texas/cvletters/Frazier#1and2.Reform1107.MilamandRobertsonCoTx
copy: R.Peacock / M. Sykes / K.Schwope / D.Braden
K. E. Andrews & Company

CLAYDESTA CENTER SIX DESTA DRIVE SUITE 2100 MIDLAND, TEXAS 79705 432/682-6324 FAX 432/688-3237

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 13, 2007

Clayton Williams Energy, Inc.
6 Deata Dr., Suite 2100
Midland, TX 79705

Re: State Lease MF097710 - Unit #4050 - **Please refer to this lease number with all correspondence**
Cotropia-Frazier Unit #1 Reformation
15734-001

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

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

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Unit 4050
MF097710

Keep This Copy

OIL AND GAS DIVISION ORDER

+ Acreage

Clayton Williams Energy, Inc.
6 Desta Drive, Suite 2100
Midland, TX 79705
(432) 682-6324

Property Name and Number: Cotropia-Frazier Unit #1 REFORMATION 11-07 / 15734-001 Date: November 1, 2007
Operator: Clayton Williams Energy, Inc. Effective Date: November Production
County/State: Robertson County, Texas
Legal Description: 531-223 - acre unit out of the Jeaeatte Bowen Sruvey, (also called Jennett Bowling Survey), A-95, Robertson County, Texas
* and the George Antonio Nixon Sruvey, A-31, Robertson County, Texas, more fully described in Pooling Agreement recorded in Vo. 702, Page 109, Official Public Records, Robertson County, Texas and in Vol 766, Page 329, Official Records, Robertson County, Texas consisting of five oil and gas leases. (See Exhibit B for plat of unit.)

Owner No.	Owner Name and Address	Decimal Interest	Type of Interest
2901	The Commissioner of the General Land Office 200 East 12th Street Austin, TX 78711	0.02852609 ✓	RI

The undersigned certifies the ownership of the decimal interest in production or proceeds as described above payable by Clayton Williams Energy, Inc. (hereinafter referred to as "CWEI").

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

The undersigned agrees to indemnify and hold CWEI harmless from all liability resulting from payments made to the undersigned in accordance with the division of interest claimed herein by the undersigned, including but not limited to attorney fees or judgments in connection with any suit that affects the undersigned's interest to which CWEI is made a party. The undersigned agrees to indemnify and reimburse CWEI any amount attributable to an interest to which the undersigned is not entitled.

CWEI may accrue proceeds until the total amount equals $100.00, or pay at the end of the calendar year, whichever occurs first, or as required by applicable state statute.

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

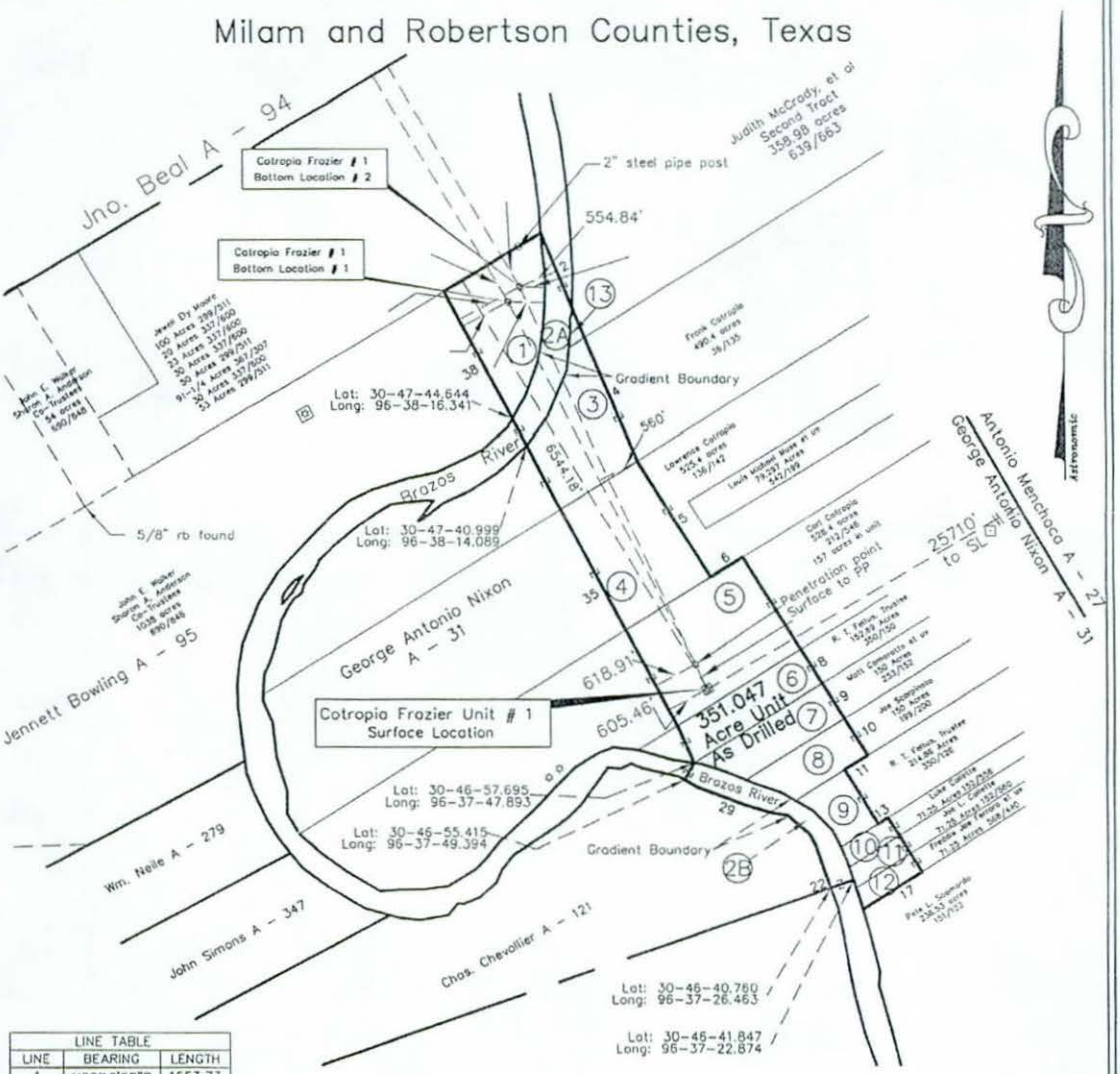
In addition to the terms and conditions of this Division Order, the undersigned and CWEI may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____
The Commissioner of the General Land Office
Name: _____
Title: _____

Owner SS/TIN: _____ Daytime Phone: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refunded by Clayton Williams Energy, Inc.

Milam and Robertson Counties, Texas



LINE TABLE		
LINE	BEARING	LENGTH
1	N59°12'58"E	1553.73
2	S22°50'33"E	1109.69
3	S22°50'33"E	438.30
4	S22°50'33"E	1839.81
5	S32°01'06"E	1888.81
6	N58°00'14"E	518.64
7	S32°01'06"E	1495.45
8	S32°01'06"E	554.60
9	S32°01'06"E	573.62
10	S32°01'06"E	600.23
11	S57°57'00"W	375.47
12	S32°01'06"E	869.74
13	N57°55'28"E	157.17
14	S32°01'06"E	293.12
15	S32°01'06"E	288.70
16	S32°01'06"E	298.25
17	S57°37'55"W	968.41
18	N16°01'31"W	113.43
19	N18°23'57"W	198.86
20	N18°23'57"W	113.18
21	S70°41'47"W	331.82
22	N20°23'02"W	176.41
23	N18°42'22"W	439.62
24	N28°31'18"W	193.37
25	N51°01'14"W	171.98
26	N49°10'38"W	210.19
27	N80°34'19"W	224.49
28	N73°29'08"W	381.30
29	N70°04'04"W	474.40
30	N69°35'11"W	212.46
31	N60°21'22"W	210.02
32	N29°38'38"E	264.91
33	N23°45'44"W	563.06
34	N28°01'39"W	1497.54
35	N28°01'39"W	1892.87
36	N28°01'39"W	983.42
37	N28°01'39"W	417.37
38	N28°01'39"W	1985.34

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas. Latitude 30°47'07"North Longitude 96°37'45" West Elevation 262 above MSL (scaled) USGS "Gause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	44.418
2A	State of Texas Oil and Gas Lease No. M-97710	2-07885	744/271	20.657
2B	State of Texas	2-07885	744/271	19.399
3	Frank Cotropia, et ux	2-07357	136/135	41.875
4	Rosalie Cotropia, Trustee	2-07377	136/142	56.998
5	Carl Cotropia, et ux	2-07358	212/546	66.957
6	Joe Cortemelia et al	2-06915A-C	350/150	26.084
7	Annie Camarotto et al	2-06922A-F	253/152	24.024
8	Joe Scorpinato, et ux	2-05767	199/200	18.952
9	Marc A. Nigliazzo, Atl.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.392
13	Mary G. Perrone, Trustee	2-07375	639/663	1.310
		Unit Total		351.047

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc.	Cotropia Frazier Unit # 1	351.047 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: 1 | Revised: 07-19-06 | Rev. # 5G | Dwg #971488R | W.O. # 971488

CLAYTON WILLIAMS ENERGY, INC.

November 29, 2007

TO ALL INTEREST OWNERS

Re: CWEI Property No. 15734-001 / COTROPIA-FRAZIER UNIT #1
Milam and Robertson Counties, Texas

Dear Interest Owners:

Please be advised that Clayton Williams Energy, Inc. has reformed the above referenced unit. The unit was reformed to 351.047 acres effective for November 2007 production.

Enclosed are two (2) copies of the Oil and Gas Division Order for each reformation, with a separate Exhibit A which is a plat of the unit. If the division orders meet with your approval, please sign, and fill in your social security number or tax identification number. An envelope has been provided for your convenience in returning a copy of each division order.

Please note that any revenue prior to November 2007 being held in suspense will be disbursed in the interests as set out before the reformation.

Should you have any questions, please advise. Thank you for your assistance in this matter.

Sincerely,

Ellen Taylor

Ellen M. Taylor
Division Order Analyst

Enclosures

emt:DivisionOrders/Texas/cvletters/Cotropia-Frazier#1.Reform1107.MilamandRobertsonCoTx
copy: R.Peacock / M. Sykes / K.Schwope / D.Braden
K. E. Andrews & Company

CLAYDESTA CENTER SIX DESTA DRIVE SUITE 2100 MIDLAND, TEXAS 79705 432/682-6324 FAX 432/688-3237

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 13, 2007

Clayton Williams Energy, Inc.
6 Desat Dr. Suite 2100
Mildand, TX 79705

Re: State Lease MF097710 Unit #4052 - **Please refer to this lease number with all correspondence**
Frazier IF #20 Unit
29258-020

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

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

Sincerely,

Beverly Boyd

Beverly Boyd, Lease Analyst
Mineral Leasing Division

Keep This Copy

OIL AND GAS DIVISION ORDER

Unit 4052
MF097710

Clayton Williams Energy, Inc.
6 Desta Drive, Suite 2100
Midland, TX 79705
(432) 682-6324

Property Name and Number: Frazier IF #20 Unit / 29258-020 Date: November 1, 2007
Operator: Clayton Williams Energy, Inc. Effective Date: First Sales
County/State: Milam and Robertson Counties, Texas Oil 9/9/07, Gas 9/21/07
Legal Description: 223.295 - acre unit located in the Jeneatte Bowen Survey (also called the Jennett Bowling Survey), A-95, Milam County, Texas, and the George Antonio Nixon Survey, A-31, Robertson County, Texas, as more particularly described in that certain Pooling Agreement dated effective July 17, 2007, executed by Clayton Williams Energy, Inc. and the Commissioner of the General Land Office of the State of Texas, recorded in Vol 1055, Pg 374, Official Records, Milam County, Texas, and Vol 1002 , Pg 83, Offical Records, Robertson County, Texas.

Owner No.	Owner Name and Address	Decimal Interest	Type of Interest
2901	The Commissioner of the General Land Office 200 East 12th Street Austin, TX 78711	0.02229450	RI

The undersigned certifies the ownership of the decimal interest in production or proceeds as described above payable by Clayton Williams Energy, Inc. (hereinafter referred to as "CWEI").

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

The undersigned agrees to indemnify and hold CWEI harmless from all liability resulting from payments made to the undersigned in accordance with the division of interest claimed herein by the undersigned, including but not limited to attorney fees or judgments in connection with any suit that affects the undersigned's interest to which CWEI is made a party. The undersigned agrees to indemnify and reimburse CWEI any amount attributable to an interest to which the undersigned is not entitled.

CWEI may accrue proceeds until the total amount equals $100.00, or pay at the end of the calendar year, whichever occurs first, or as required by applicable state statute.

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

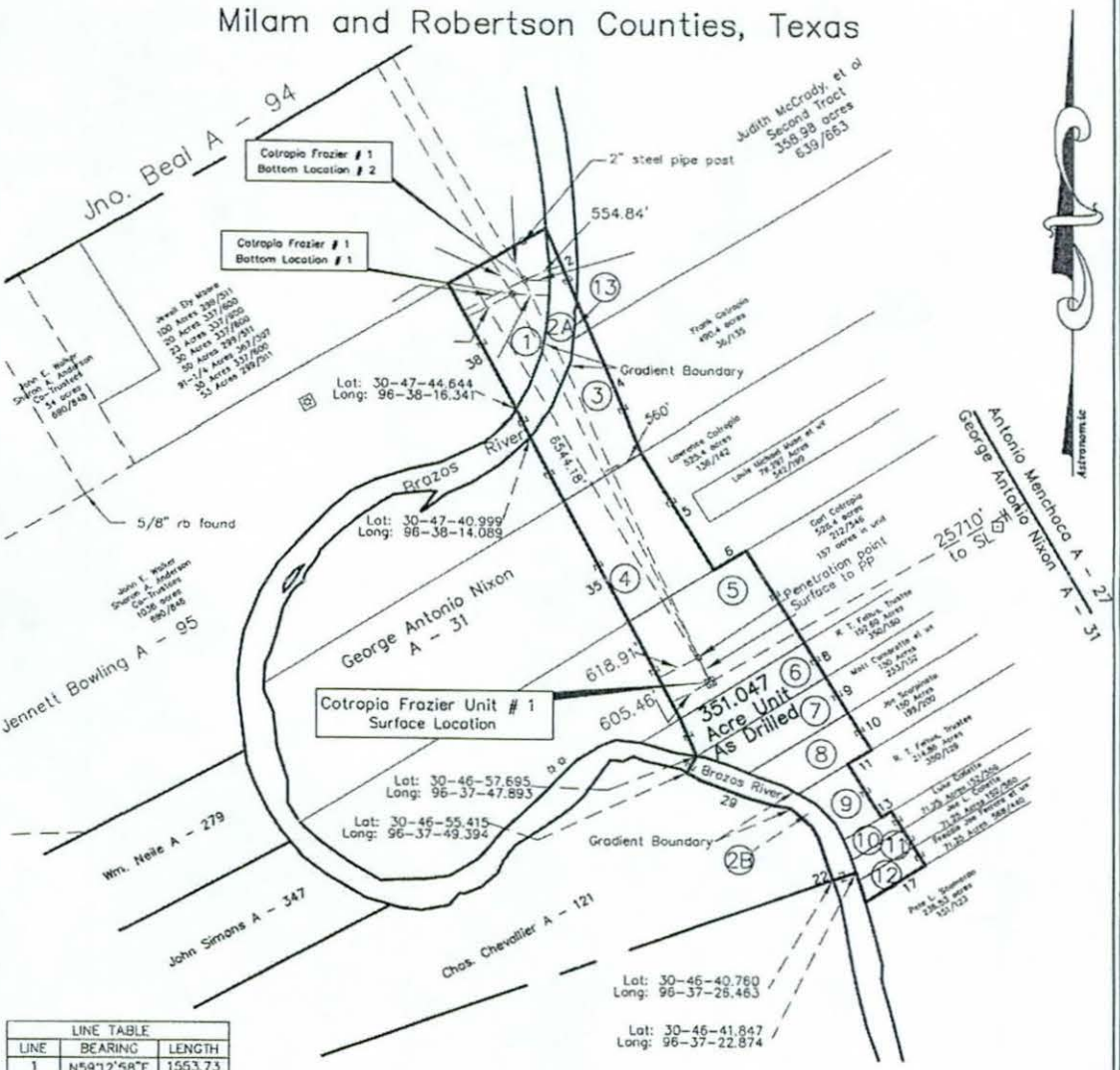
In addition to the terms and conditions of this Division Order, the undersigned and CWEI may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____
The Commissioner of the General Land Office
Name: _____
Title: _____

Owner SS/TIN: _____ Daytime Phone: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refunded by Clayton Williams Energy, Inc.

Milam and Robertson Counties, Texas



LINE TABLE		
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3	S22°50'33"E	438.30
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5	S32°01'06"E	1888.81
6	N58°00'14"E	518.64
7	S32°01'06"E	1495.45
8	S32°01'06"E	554.60
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13	N57°55'28"E	157.17
14	S32°01'06"E	293.12
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17	S57°37'55"W	968.41
18	N16°01'31"W	113.43
19	N18°23'57"W	198.86
20	N18°23'57"W	113.18
21	S70°41'47"W	331.82
22	N20°23'02"W	176.41
23	N18°42'22"W	439.62
24	N28°31'18"W	193.37
25	N51°01'14"W	171.98
26	N49°10'38"W	210.19
27	N80°34'19"W	224.49
28	N73°29'08"W	381.30
29	N70°04'04"W	474.40
30	N69°35'11"W	212.46
31	N60°21'22"W	210.02
32	N29°38'38"E	264.91
33	N23°45'44"W	563.06
34	N28°01'39"W	1497.54
35	N28°01'39"W	1892.87
36	N28°01'39"W	983.42
37	N28°01'39"W	417.37
38	N28°01'39"W	1985.34

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 6.65 miles S20°W from Hearne, Robertson County, Texas.
   Latitude 30°47'07"North
   Longitude 96°37'46" West
   Elevation 262 above MSL (scaled)
   USGS "Cause" 7.5 min. quad.
3. Title data provided by Clayton Williams Energy, Inc. Midland, Texas.
4. Latitudes and Longitudes are NAD 83.

Tract	Lessor	Lease #	Deed	Area
1	Violet H. Frazier	UPRC	690/848	44.418
2A	State of Texas	2-07885	744/271	20.657
	Oil and Gas Lease No. M-97710			
2B	State of Texas	2-07885	744/271	19.399
3	Frank Cotropia, et ux	2-07357	136/135	41.875
4	Rosalie Cotropia, Trustee	2-07377	136/142	56.998
5	Carl Cotropia, et ux	2-07358	212/546	66.957
6	Joe Cortemelia et al	2-06915A-C	350/150	26.084
7	Annie Camaratta et al	2-06922A-F	253/152	24.024
8	Joe Scorpinato, et ux	2-05767	199/200	18.952
9	Marc A. Migliazza, Att.	2-06917	350/126	12.972
10	Lucille Collette et al	2-06914A-D	152/556	5.340
11	Lucille Collette et al	2-06914A-D	152/560	5.669
12	Marie Roper et al	2-06965A-H	568/440	6.382
13	Mary G. Perrone, Trustee	2-07375	639/663	1.310
			Unit Total	351.047

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in March 1997.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | Cotropia Frazier Unit # 1 | 351.047 Acre Unit As Drilled

Prepared By William E. Weiser, RPLS # 4428
P.O. Box 706 Giddings, Texas 78942 409-542-4444

Drawn By: Weiser | Date: 9-24-97 | Scale: 1"= 2000' | Book 82, Page 24
Disk: I | Revised: 07-19-06 | Rev. # 5G | Dwg #971488R | W.O. # 971488

CLAYTON WILLIAMS ENERGY, INC.

November 28, 2007

Re: FRAZIER IF NO. 20 UNIT
CWEI Property No. 29258-020
Milam and Robertson Counties, Texas

TO ALL INTEREST OWNERS:

Enclosed please find an Oil & Gas Division Order for the above referenced well which is operated by Clayton Williams Energy, Inc. First sales of oil occurred on September 9, 2007 and gas sales were on September 21, 2007.

Payment made in accordance with the interests as set out in the division order will be expedited and further correspondence reduced if you will follow the instructions set forth below:

1. Please review your decimal interest and confirm your payment address.

2. Please furnish and/or verify your Social Security or Tax Identification Number. Without your correct tax identification number, we have to withhold and pay 28% of your money to the Internal Revenue Service.

3. Please sign and return one fully executed copy of the attached DIVISION ORDER to the Division Order Department, at the address shown below. The second copy is for your records. A self-addressed envelope is enclosed for your convenience.

Your owner number is your identifying number with our company. Please refer to this number when making inquiries about payments on your interest. If there are any questions regarding the above instructions or the attached DIVISION ORDER, please contact the Division Order Department (432) 682-6324.

This division order conforms to the Model Form Division Order approved by the National Association of Division Order Analysts.

emt:DivisionOrder/cvletters/FraxierIF#20.MilamandRobertsonCoTx
copy: R. Peacock / M. Sykes / K. Schwope / D. Braden
K. E. Andrews & Company

29.

File No. MF097710

DIVISON ORDERS

Date Filed: 12/13/07

Jerry E. Patterson, Commissioner

By

15. 3.05

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

January 29, 2008

Clayton Williams Energy, Inc.
6 Desta Dr, Suite 2100
Midland, TX 79705

Re: State Lease MF097710 - **Please refer to this lease number with all correspondence**
State-Cotropia Unit #1
81198-001

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

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

Sincerely,

Beverly Boyd, Lease Analyst
Mineral Leasing Division

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

Unit 4080
MF097710

Keep This Copy

OIL AND GAS DIVISION ORDER

Clayton Williams Energy, Inc.
6 Desta Drive, Suite 2100
Midland, TX 79705
(432) 682-6324

Property Name and Number: State-Cotropia Unit #1 / 81198-001 Date: January 23, 2008
Operator: Clayton Williams Energy, Inc. Effective Date: First Sales
County/State: Robertson County, Texas Oil 11/16/07, Gas 11/18/07
Legal Description: Including oil and associated hydrocarbons in the limited interval from 5,600 feet subsurface to 6,000 feet subsurface, in and under 282.654 acres of land, located in the George Antonio Nixon Survey, A-31, Robertson County, Texas, as more particularly described in that certain Pooling Agreement dated effective September 18, 2007, executed by Clayton Williams Energy, Inc., and the Commissioner of the General Land Office of the State of Texas, recorded in Volume 1012, page 686, Official Records, Robertson County.

Owner No.	Owner Name and Address	Decimal Interest	Type of Interest
2901	The Commissioner of the General Land Office 200 East 12th Street Austin, TX 78711	0.01166090	RI

The undersigned certifies the ownership of the decimal interest in production or proceeds as described above payable by Clayton Williams Energy, Inc. (hereinafter referred to as "CWEI").

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

The undersigned agrees to indemnify and hold CWEI harmless from all liability resulting from payments made to the undersigned in accordance with the division of interest claimed herein by the undersigned, including but not limited to attorney fees or judgments in connection with any suit that affects the undersigned's interest to which CWEI is made a party. The undersigned agrees to indemnify and reimburse CWEI any amount attributable to an interest to which the undersigned is not entitled.

CWEI may accrue proceeds until the total amount equals $100.00, or pay at the end of the calendar year, whichever occurs first, or as required by applicable state statute.

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

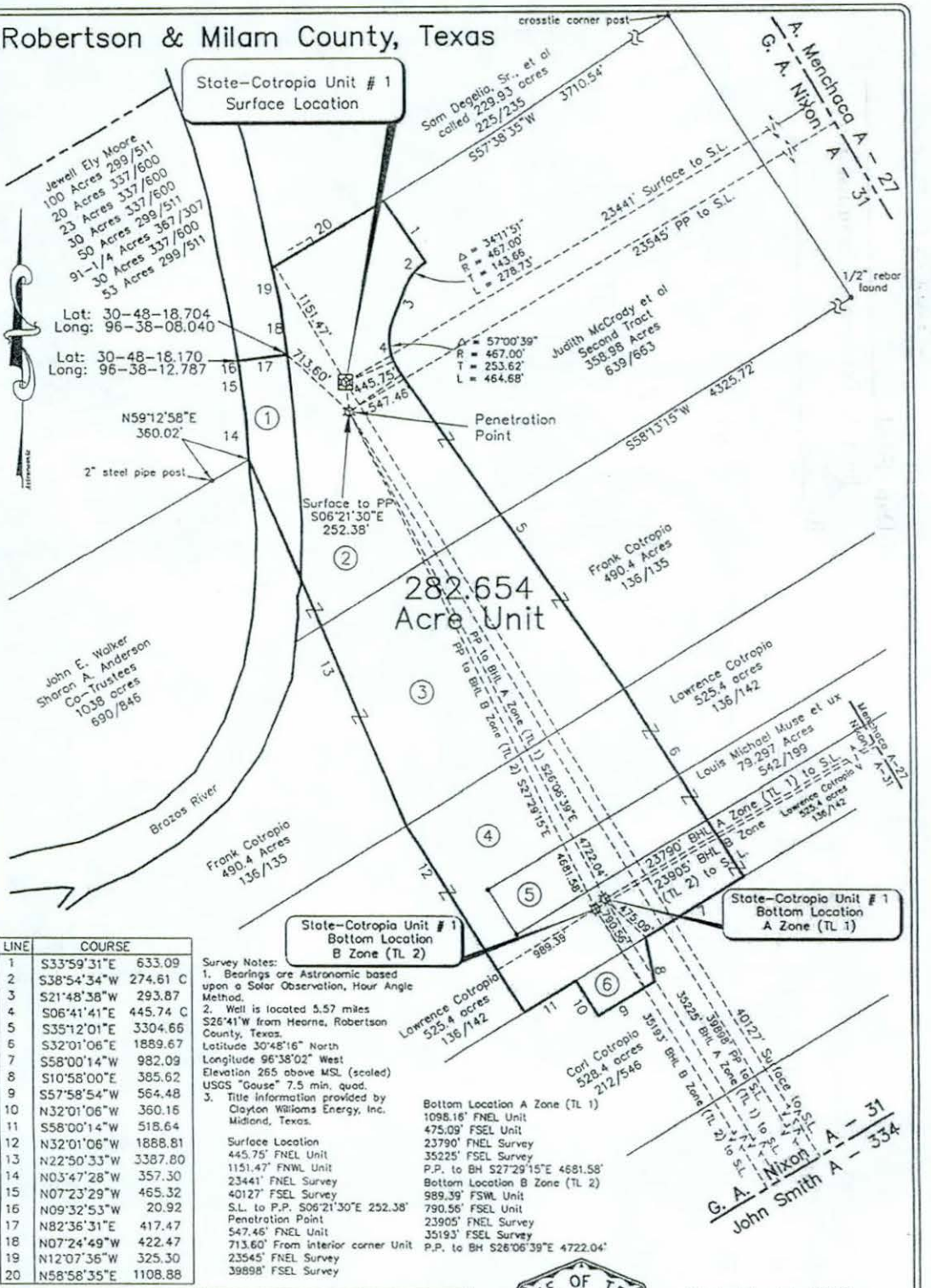
In addition to the terms and conditions of this Division Order, the undersigned and CWEI may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____
The Commissioner of the General Land Office
Name: _____
Title: _____

Owner SS/TIN: _____ Daytime Phone: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refunded by Clayton Williams Energy, Inc.

Robertson & Milam County, Texas



LINE	COURSE	
1	S33°59'31"E	633.09
2	S38°54'34"W	274.61 C
3	S21°48'38"W	293.87
4	S06°41'41"E	445.74 C
5	S35°12'01"E	3304.66
6	S32°01'06"E	1889.67
7	S58°00'14"W	982.09
8	S10°58'00"E	385.62
9	S57°58'54"W	564.48
10	N32°01'06"W	360.16
11	S58°00'14"W	518.64
12	N32°01'06"W	1888.81
13	N22°50'33"W	3387.80
14	N03°47'28"W	357.30
15	N07°23'29"W	465.32
16	N09°32'53"W	20.92
17	N82°36'31"E	417.47
18	N07°24'49"W	422.47
19	N12°07'36"W	325.30
20	N58°58'35"E	1108.88

Survey Notes:
1. Bearings are Astronomic based upon a Solar Observation, Hour Angle Method.
2. Well is located 5.57 miles S26°41'W from Hearne, Robertson County, Texas.
Latitude 30°48'16" North
Longitude 96°38'02" West
Elevation 265 above MSL (scaled)
USGS "Gause" 7.5 min. quad.
3. Title information provided by Clayton Williams Energy, Inc. Midland, Texas.

Surface Location
445.75' FNEL Unit
1151.47' FNWL Unit
23441' FNEL Survey
40127' FSEL Survey
S.L. to P.P. S06°21'30"E 252.38'
Penetration Point
547.46' FNEL Unit
713.60' From interior corner Unit
23545' FNEL Survey
39898' FSEL Survey

Bottom Location A Zone (TL 1)
1098.16' FNEL Unit
475.09' FSEL Unit
23790' FNEL Survey
35225' FSEL Survey
P.P. to BH S27°29'15"E 4681.58'
Bottom Location B Zone (TL 2)
989.39' FSWL Unit
790.56' FSEL Unit
23905' FNEL Survey
35193' FSEL Survey
P.P. to BH S26°06'39"E 4722.04'

Tract	Lessor	Lease #	Deed	Area
1	State of Texas	2-07885	744/271	13.184 acres
2	Mary G. Perrone, Trustee	2-07375	639/663	84.969 acres
3	Frank Cotropia, et ux	2-07357	136/135	83.685 acres
4	Rosalie S. Cotropia	2-07377	136/142	75.887 acres
5	Louis M. Muse et ux	2-07369	542/199	19.691 acres
6	Carl Cotropia	2-07358	212/546	5.238 acres
	Unit Total			282.654 acres

STATE OF TEXAS
REGISTERED
WILLIAM E. WEISER
4428
PROFESSIONAL
LAND SURVEYOR

Staked in July 2006.

William E. Weiser
Professional Land Surveyor
Number 4428

Clayton Williams Energy, Inc. | State-Cotropia Unit # 1 As Drilled | 282.654 Acre Unit

Prepared By Weiser Becker Surveyors, P.C.
P.O. Box 706 Giddings, Texas 78942 979-542-4444

Drawn By: KB | Date: 07-18-06 | Scale: 1"= 1000' | Book
Disk: i | Revised: 10-23-07 | Rev. # | Dwg # 4470 | W.O. # 4470

30.

File No. MF097710

DIVISION ORDER

Date Filed: 11/29/08

Jerry E. Patterson, Commissioner

By _____

1-58-08

7011 1150 0001 2418 6464

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Street, Apt. No.; or PO Box No. 6 Desta Dr., Suite 3000

City, State, ZIP+4 Midland, TX 79705-9705

PS Form 3800, August 2006 **See Reverse for Instructions**

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 19, 2011

CERTIFIED MAIL 7011 1150 0001 2418 6464

Revised 3.5.12
See #32

Ms. Tiffany Pruitt
Clayton Williams Energy, Inc.
Claydesta Center
Six Desta Drive, Suite 3000
Midland, Texas 79705-9705

RE: Notice of under payment on State Lease MF097710

Dear Ms Pruitt:

The Energy Financial Compliance Division of the Texas General Land Office has completed a limited review of the above-referenced lease operated by Clayton Williams Energy, Inc. Through this review, we determined that $720,440.16 is due for production starting September 2001 through August 2011. This amount is comprised of $463,838.77 in royalty, $46,738.82 in penalty, and $209,862.57 in interest which has been computed through 12/31/2011, in accordance with Section 52.131 of the Texas Natural Resources Code.

The following documents are attached in support of our findings:

A brief summary of our review (Attachment I);

Schedules supporting our royalty, penalty, and interest calculations; and

Procedures used for assessment of penalties and interest (Attachment III).

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 30 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

This notice in no way precludes the GLO from pursuing any claim or remedy related to this royalty payment, including a statutory first lien on all production pursuant to the Texas Natural Resources Code Section 52.136. Additionally, this notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Natural Resources Code and, consequently, does not preclude the GLO from conducting

further examinations of this or other leases operated and/or reported by Clayton Williams Energy, Inc. or from examining these or other issues and time periods in the future.

If you have any questions, please contact me at (512) 475-1490 or landia.robinson@glo.texas.gov

Sincerely,

Landia Robinson, Auditor
Energy Financial Compliance
Texas General Land Office

Attachment I

Review Summary

Oil and gas royalty was either under or not reported and/or paid for the period of September 2001 through August 2011. Production reported to the Texas General Land office was compared with production reported to Railroad Commission (RRC) for lease/well ID#'s03-23286, 23387, 23421, 23155, 25074 and 25126.

The enclosed schedules include the RRC sales volume schedule denoting the RRC sales volume and tract participation volumes and the royalty due schedules which calculate additional royalty due and associated penalty and interest. Royalty is calculated based on sales volumes reported to the RRC and prices reported to the General Land Office. The calculated royalty due is compared to royalty paid. There are two schedules prepared one for oil in the amount of $602,750.35 royalty due and one for gas in the amount of $117,689.81 royalty due inclusive of the different interest rate effective January 2010 production.

The tract participation sales volumes used was derived by taking the RRC sales volume and multiplying it times the tract volume per well per unit. March 2011 and prior reporting periods production for all wells reported to the GLO was combined in one report. Starting April 2011 production began being reported per well per report. Sales volume where royalty that was due was paid was not included in the schedules.

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City, State, ZIP+4

PS Form 3800, August 2006 **See Reverse for Instructions**

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- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

Texas General Land Office
Limited Review Billing

Jerry Patterson, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
7:30 - 5:30 M-F

CLAYTON WILLIAMS ENERGY INC
6 DESTA DR STE 1100
MIDLAND, TX 79705-5510

Billing Date: 12/22/2011
Billing Due Date: 1/21/2012
Customer Number: C000045502

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
12I00357	MF097710	$0.00	$390,606.87	$39,060.69	$173,082.77	$602,750.33
12I00359	MF097710	$73,232.01	$0.00	$7,678.11	$36,779.80	$117,689.92
Total Due		$73,232.01	$390,606.87	$46,738.80	$209,862.57	**$720,440.25**

Penalty and interest have been calculated thru 12/31/2011. Payment remitted after 12/31/2011 will result in additional penalty and interest charges.

Contact Info: Landia Robinson (512) 475-1490 or landia.robinson@glo.state.tx.us

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Limited Review Billing

CLAYTON WILLIAMS ENERGY INC

Billing Date: 12/22/2011

Billing Due Date: 1/21/2012

Customer Number: C000045502

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
12I00357	MF097710	$0.00	$390,606.87	$39,060.69	$173,082.77	$602,750.33
12I00359	MF097710	$73,232.01	$0.00	$7,678.11	$36,779.80	$117,689.92
Total Due		$73,232.01	$390,606.87	$46,738.80	$209,862.57	**$720,440.25**
Amt. Paid						

Energy Financial Management
SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Landia Robinson
Company Name: Clayton Williams Energy Company LP
Customer Number: C000045502
Mineral File #: MF097710
Transaction Type: Limited Review
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	$117,689.81	12/19/11	Underreported and non-reported gas royalties.	12/19/11	Susan Driver 12/19/2011

All original invoices must be approved.
All reduction in billing of more than $1000 must be approved.

Energy Financial Management
SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Landia Robinson
Company Name: Clayton Williams Energy Company LP
Customer Number: C000045502
Mineral File #: MF097710
Transaction Type: Limited Review
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	$602,750.35	12/19/11	Underreported and non-reported oil royalties.	12/19/11	Susan Driver 12/19/2011

All original invoices must be approved.
All reduction in billing of more than $1000 must be approved.

Customer ID: C000044444
Invoice Number:
GLO Lease: MF097710
GLO Review: ANADARKO E & P COMPANY LP
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Landia Robinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Month / Year	RRC Number	Gas Volume	Tract Participation Rate	Price	BTU	Gross Value (1)x(2)x(3)x(4)	Royalty Due (5) * Royalty Rate	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due (8)+(11)+(12)
Sep-01	03-23943	495	0.164037	$2.062100	1.283632	$214.93	$53.73	$53.29	$0.00	3,698	12.00%	$0.00	$0.00	$0.00
Oct-01	03-23943	456	0.164037	$1.575900	1.283632	$151.31	$37.83	$41.21	-$3.38	3,668	12.00%	$0.00	$0.00	-$3.38
Nov-01	03-23943	547	0.164037	$2.713300	1.283632	$312.51	$78.13	$82.14	-$4.01	3,637	12.00%	$0.00	$0.00	-$4.01
Dec-01	03-23943	801	0.164037	$1.977800	1.283632	$333.58	$83.39	$84.89	-$1.50	3,606	12.00%	$0.00	$0.00	-$1.50
Jan-02	03-23943	575	0.164037	$2.254500	1.283632	$272.96	$68.24	$68.02	$0.00	3,578	12.00%	$0.00	$0.00	$0.00
Feb-02	03-23943	436	0.164037	$1.707800	1.283632	$156.79	$39.20	$38.92	$0.00	3,547	12.00%	$0.00	$0.00	$0.00
Mar-02	03-23943	377	0.164037	$2.068100	1.283632	$164.17	$41.04	$40.48	$0.00	3,517	12.00%	$0.00	$0.00	$0.00
Apr-02	03-23943	302	0.164037	$2.979800	1.283632	$189.49	$47.37	$46.85	$0.00	3,486	12.00%	$0.00	$0.00	$0.00
May-02	03-23943	369	0.164037	$2.932800	1.283632	$227.87	$56.97	$56.47	$0.00	3,456	12.00%	$0.00	$0.00	$0.00
Jun-02	03-23943	449	0.164037	$2.935800	1.283632	$277.56	$69.39	$90.81	-$21.42	3,425	12.00%	$0.00	$0.00	-$21.42
Jul-02	03-23943	597	0.164037	$2.876700	1.283632	$361.62	$90.40	$90.47	$0.00	3,394	12.00%	$0.00	$0.00	$0.00
Aug-02	03-23943	476	0.164037	$2.584600	1.283632	$259.05	$64.76	$64.70	$0.00	3,364	12.00%	$0.00	$0.00	$0.00
Sep-02	03-23943	593	0.164037	$2.885000	1.283632	$360.23	$90.06	$90.73	$0.00	3,333	12.00%	$0.00	$0.00	$0.00
Oct-02	03-23943	653	0.164037	$3.048000	1.283632	$419.09	$104.77	$105.64	$0.00	3,303	12.00%	$0.00	$0.00	$0.00
Nov-02	03-23943	563	0.164037	$3.408300	1.283632	$404.04	$101.01	$100.63	$0.00	3,272	12.00%	$0.00	$0.00	$0.00
Dec-02	03-23943	580	0.164037	$3.001900	1.283632	$366.61	$91.65	$91.52	$0.00	3,241	12.00%	$0.00	$0.00	$0.00
Jan-03	03-23943	468	0.164037	$3.842300	1.283632	$378.63	$94.66	$95.34	$0.00	3,213	12.00%	$0.00	$0.00	$0.00
Feb-03	03-23943	447	0.164037	$5.687800	0.998929	$416.61	$104.15	$103.69	$0.00	3,182	12.00%	$0.00	$0.00	$0.00
Mar-03	03-23943	592	0.164037	$7.659000	1.283632	$954.72	$238.68	$239.58	$0.00	3,152	12.00%	$0.00	$0.00	$0.00
Apr-03	03-23943	619	0.164037	$4.156400	1.283632	$541.74	$135.43	$144.87	-$9.44	3,121	12.00%	$0.00	$0.00	-$9.44
May-03	03-23943	580	0.164037	$4.156400	1.283632	$507.61	$126.90	$135.53	-$8.63	3,091	12.00%	$0.00	$0.00	-$8.63
Jun-03	03-23943	586	0.164037	$4.940100	1.282026	$608.80	$152.20	$154.03	-$1.83	3,060	12.00%	$0.00	$0.00	-$1.83
Jul-03	03-23943	556	0.164037	$4.502700	1.282405	$526.64	$131.66	$128.98	$2.68	3,029	12.00%	$25.00	$2.62	$30.30
Aug-03	03-23943	580	0.164037	$4.850500	1.000627	$461.77	$115.44	$135.48	-$20.04	2,999	12.00%	$0.00	$0.00	-$20.04
Sep-03	03-23943	567	0.164037	$3.915500	1.284646	$467.84	$116.96	$124.02	-$7.06	2,968	12.00%	$0.00	$0.00	-$7.06
Oct-03	03-23943	562	0.164037	$3.439100	1.283770	$407.01	$101.75	$111.40	-$9.65	2,938	12.00%	$0.00	$0.00	-$9.65
Nov-03	03-23943	589	0.164037	$3.461200	1.284665	$429.61	$107.40	$111.59	-$4.19	2,907	12.00%	$0.00	$0.00	-$4.19
Dec-03	03-23943	517	0.164037	$3.804600	1.284176	$414.35	$103.59	$113.36	-$9.77	2,876	12.00%	$0.00	$0.00	-$9.77
Jan-04	03-23943	532	0.164037	$4.703100	1.283279	$526.69	$131.67	$136.31	-$4.64	2,847	12.00%	$0.00	$0.00	-$4.64
Feb-04	03-23943	456	0.164037	$4.351800	1.352311	$440.20	$110.05	$123.71	-$13.66	2,816	12.00%	$0.00	$0.00	-$13.66
Mar-04	03-23943	326	0.164037	$3.964600	1.380295	$292.64	$73.16	$84.98	-$11.82	2,786	12.00%	$0.00	$0.00	-$11.82
Apr-04	03-23943	60	0.164037	$4.124300	1.570681	$63.76	$15.94	$16.20	$0.00	2,755	12.00%	$0.00	$0.00	$0.00
May-04	03-23943	71	0.164037	$4.954800	1.288056	$74.33	$18.58	$17.08	$1.50	2,725	12.00%	$25.00	$1.31	$27.81
Jun-04	03-23943	60	0.164037	$5.352000	1.283632	$67.62	$16.90	$19.31	-$2.41	2,694	12.00%	$0.00	$0.00	-$2.41
Jul-04	03-23943	82	0.164037	$4.879500	1.421053	$93.27	$23.32	$22.54	$0.00	2,663	12.00%	$0.00	$0.00	$0.00
Aug-04	03-23943	62	0.164037	$4.865900	1.283632	$63.52	$15.88	$15.62	$0.00	2,633	12.00%	$0.00	$0.00	$0.00
Sep-04	03-23943	72	0.164037	$4.218000	1.403509	$69.92	$17.48	$14.93	$2.55	2,602	12.00%	$25.00	$2.13	$29.68
Oct-04	03-23943	410	0.164037	$4.163800	1.386549	$388.29	$97.07	$95.27	$1.80	2,572	12.00%	$25.00	$1.49	$28.29
Nov-04	03-23943	442	0.164037	$6.044800	1.386324	$607.59	$151.90	$153.00	-$1.10	2,541	12.00%	$0.00	$0.00	-$1.10
Dec-04	03-23943	394	0.164037	$5.202200	1.385806	$465.94	$116.48	$117.71	-$1.23	2,510	12.00%	$0.00	$0.00	-$1.23
Jan-05	03-23943	240	0.164037	$4.712000	1.384042	$256.75	$64.19	$62.65	$1.54	2,482	12.00%	$25.00	$1.23	$27.77
Feb-05	03-23943	456	0.164037	$4.441300	1.278436	$424.71	$106.18	$117.84	-$11.66	2,451	12.00%	$0.00	$0.00	-$11.66
Mar-05	03-23943	738	0.164037	$5.889600	1.006121	$717.36	$179.34	$115.48	$63.86	2,421	12.00%	$25.00	$49.59	$138.45
Apr-05	03-23943	540	0.164037	$6.637600	0.981191	$576.90	$144.22	$90.81	$53.41	2,390	12.00%	$25.00	$40.93	$119.34
May-05	03-23943	510	0.164037	$6.351200	0.980066	$520.74	$130.19	$134.96	-$4.77	2,360	12.00%	$0.00	$0.00	-$4.77
Jun-05	03-23943	311	0.164037	$4.976900	1.283632	$325.91	$81.48	$113.25	-$31.77	2,329	12.00%	$0.00	$0.00	-$31.77
Jul-05	03-23943	168	0.164037	$5.467900	1.283632	$193.42	$48.36	$83.38	-$35.02	2,298	12.00%	$0.00	$0.00	-$35.02
Aug-05	03-23943	516	0.164037	$6.031300	1.283632	$655.30	$163.83	$82.06	$81.77	2,268	12.00%	$25.00	$59.39	$166.16
Sep-05	03-23943	306	0.164037	$9.842000	1.025773	$506.75	$126.69	$173.14	-$46.45	2,237	12.00%	$0.00	$0.00	-$46.45
Oct-05	03-23943	522	0.164037	$10.742500	1.003300	$922.89	$230.72	$196.59	$34.13	2,207	12.00%	$25.00	$24.10	$83.23
Nov-05	03-23943	440	0.164037	$9.141100	0.986425	$650.81	$162.70	$127.82	$34.88	2,176	12.00%	$25.00	$24.28	$84.16
Dec-05	03-23943	244	0.164037	$8.523100	1.034483	$352.90	$88.23	$105.35	-$17.12	2,145	12.00%	$0.00	$0.00	-$17.12

Customer ID: C000044444
Invoice Number:
GLO Lease: MF097710
GLO Review: ANADARKO E & P COMPANY LP
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Landia Robinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Month / Year	RRC Number	Gas Volume	Tract Participation Rate	Price	BTU	Gross Value (1)x(2)x(3)x(4)	Royalty Due (5) * Royalty Rate	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due (8)+(11)+(12)
Jan-06	03-23943	432	0.164037	$8.283200	1.004202	$589.45	$147.36	$148.17	$0.00	2,117	12.00%	$0.00	$0.00	$0.00
Feb-06	03-23943	352	0.164037	$7.142300	1.005435	$414.65	$103.66	$105.15	-$1.49	2,086	12.00%	$0.00	$0.00	-$1.49
Mar-06	03-23943	415	0.164037	$6.643500	1.004444	$454.27	$113.57	$115.85	-$2.28	2,056	12.00%	$0.00	$0.00	-$2.28
Apr-06	03-23943	381	0.164037	$5.149000	1.283632	$413.08	$103.27	$115.67	-$12.40	2,025	12.00%	$0.00	$0.00	-$12.40
May-06	03-23943	392	0.164037	$6.559200	1.004695	$423.75	$105.94	$110.98	-$5.04	1,995	12.00%	$0.00	$0.00	-$5.04
Jun-06	03-23943	393	0.164037	$5.448500	1.009091	$354.44	$88.61	$119.08	-$30.47	1,964	12.00%	$0.00	$0.00	-$30.47
Jul-06	03-23943	366	0.164037	$7.428717	1.383000	$616.82	$154.21	$110.47	$43.74	1,933	12.00%	$25.00	$26.95	$95.69
Aug-06	03-23943	324	0.164037	$8.699291	1.383000	$639.43	$159.86	$112.83	$47.03	1,903	12.00%	$25.00	$28.51	$100.54
Sep-06	03-23943	406	0.164037	$7.974527	1.433333	$761.24	$190.31	$135.46	$54.85	1,872	12.00%	$25.00	$32.69	$112.54
Oct-06	03-23943	392	0.164037	$5.661586	1.424000	$518.41	$129.60	$90.26	$39.34	1,842	12.00%	$25.00	$23.06	$87.40
Nov-06	03-23943	332	0.164037	$8.665032	1.424000	$671.99	$168.00	$120.75	$47.25	1,811	12.00%	$25.00	$27.22	$99.47
Dec-06	03-23943	308	0.164037	$9.042571	1.432000	$654.23	$163.56	$117.42	$46.14	1,780	12.00%	$25.00	$26.11	$97.25
Jan-07	03-23943	260	0.164037	$7.404785	1.432000	$452.24	$113.06	$81.00	$32.06	1,752	12.00%	$25.00	$17.84	$74.90
Feb-07	03-23943	211	0.164037	$8.841205	1.432000	$438.21	$109.55	$78.69	$30.86	1,721	12.00%	$25.00	$16.86	$72.72
Mar-07	03-23943	316	0.164037	$9.241902	1.353000	$648.17	$162.04	$118.65	$43.39	1,691	12.00%	$25.00	$23.28	$91.67
Apr-07	03-23943	284	0.164037	$8.891480	0.988868	$409.61	$102.40	$105.51	-$3.11	1,660	12.00%	$0.00	$0.00	-$3.11
May-07	03-23943	275	0.164037	$10.549750	0.990631	$471.44	$117.86	$114.96	$2.90	1,630	12.00%	$25.00	$1.50	$29.40
Jun-07	03-23943	262	0.164037	$10.227705	0.988936	$434.70	$108.67	$111.26	-$2.59	1,599	12.00%	$0.00	$0.00	-$2.59
Jul-07	03-23943	253	0.164037	$10.079431	0.990036	$414.14	$103.54	$99.79	$3.75	1,568	12.00%	$25.00	$1.86	$30.61
Aug-07	03-23943	286	0.164037	$7.583901	0.988937	$351.86	$87.96	$90.00	-$2.04	1,538	12.00%	$0.00	$0.00	-$2.04
Sep-07	03-23943	535	0.164037	$7.151580	0.986241	$618.99	$154.75	$155.17	$0.00	1,507	12.00%	$0.00	$0.00	$0.00
Oct-07	03-23943	477	0.164037	$8.130873	0.986241	$627.45	$156.86	$160.38	-$3.52	1,477	12.00%	$0.00	$0.00	-$3.52
Nov-07	03-23943	353	0.164037	$9.584535	0.986634	$547.58	$136.89	$132.39	$4.50	1,446	12.00%	$25.00	$2.05	$31.55
Dec-07	03-23943	286	0.164037	$9.116138	0.986346	$421.84	$105.46	$107.90	-$2.44	1,415	12.00%	$0.00	$0.00	-$2.44
Jan-08	03-23943	170	0.164037	$9.361192	0.983086	$256.63	$64.16	$64.42	$0.00	1,386	12.00%	$0.00	$0.00	$0.00
Feb-08	03-23943	5	0.164037	$6.333333	1.200000	$6.23	$1.56	$1.90	$0.00	1,355	12.00%	$0.00	$0.00	$0.00
Mar-08	03-23943	6	0.164037	$9.500000	1.200000	$11.22	$2.81	$2.85	$0.00	1,325	12.00%	$0.00	$0.00	$0.00
Apr-08	03-23943	4	0.164037	$7.666667	1.200000	$6.04	$1.51	$2.30	$0.00	1,294	12.00%	$0.00	$0.00	$0.00
May-08	03-23943	17	0.164037	$10.753386	0.986666	$29.59	$7.40	$10.61	-$3.21	1,264	12.00%	$0.00	$0.00	-$3.21
Jun-08	03-23943	0	0.164037	$0.000000	0.000000	$0.00	$0.00	$0.00	$0.00	1,233	12.00%	$0.00	$0.00	$0.00
Jul-08	03-23943	0	0.164037	$0.000000	1.363000	$0.00	$0.00	$0.00	$0.00	1,202	12.00%	$0.00	$0.00	$0.00
Aug-08	03-23943	0	0.164037	$0.000000	1.363000	$0.00	$0.00	$0.00	$0.00	1,172	12.00%	$0.00	$0.00	$0.00
Sep-08	03-23943	5	0.164037	$6.120000	1.000000	$5.02	$1.25	$1.53	$0.00	1,141	12.00%	$0.00	$0.00	$0.00
Oct-08	03-23943	79	0.164037	$7.425067	1.417720	$136.41	$34.10	$31.58	$2.52	1,111	12.00%	$25.00	$0.87	$28.39
Nov-08	03-23943	104	0.164037	$6.112727	1.375000	$143.39	$35.85	$33.62	$2.23	1,080	12.00%	$25.00	$0.75	$27.98
Dec-08	03-23943	86	0.164037	$5.251113	1.372090	$101.64	$25.41	$28.82	-$3.41	1,049	12.00%	$0.00	$0.00	-$3.41
Jan-09	03-23943	101	0.164037	$5.258363	1.415840	$123.35	$30.84	$29.78	$1.06	1,021	12.00%	$25.00	$0.34	$26.40
Feb-09	03-23943	84	0.164037	$4.375297	1.369050	$82.54	$20.63	$17.97	$2.66	990	12.00%	$25.00	$0.81	$28.47
Mar-09	03-23943	105	0.164037	$3.738851	1.409524	$90.77	$22.69	$21.08	$1.61	960	12.00%	$25.00	$0.48	$27.09
Apr-09	03-23943	111	0.164037	$3.176856	1.423420	$82.34	$20.58	$22.61	-$2.03	929	12.00%	$0.00	$0.00	-$2.03
May-09	03-23943	152	0.164037	$3.448950	1.381580	$118.81	$29.70	$28.59	$1.11	899	12.00%	$25.00	$0.31	$26.42
Jun-09	03-23943	220	0.164037	$3.465079	1.400000	$175.07	$43.77	$43.66	$0.00	868	12.00%	$0.00	$0.00	$0.00
Jul-09	03-23943	175	0.164037	$3.784981	1.388571	$150.87	$37.72	$36.79	$0.00	837	12.00%	$0.00	$0.00	$0.00
Aug-09	03-23943	253	0.164037	$3.433196	1.525692	$217.38	$54.35	$52.38	$1.97	807	12.00%	$25.00	$0.48	$27.45
Sep-09	03-23943	265	0.164037	$2.609069	1.554717	$176.33	$44.08	$44.62	$0.00	776	12.00%	$0.00	$0.00	$0.00
Oct-09	03-23943	261	0.164037	$3.552786	1.586207	$241.27	$60.32	$61.99	-$1.67	746	12.00%	$0.00	$0.00	-$1.67
Nov-09	03-23943	225	0.164037	$4.048997	1.542220	$230.47	$57.62	$56.20	$1.42	715	12.00%	$25.00	$0.31	$26.73
Dec-09	03-23943	183	0.164037	$4.483662	1.546448	$208.14	$52.04	$55.47	-$3.43	684	12.00%	$0.00	$0.00	-$3.43
Jan-10	03-23943	110	0.164037	$5.763985	1.536360	$159.79	$39.95	$39.85	$0.00	656	4.25%	$0.00	$0.00	$0.00
Feb-10	03-23943	77	0.164037	$5.212316	1.597400	$105.17	$26.29	$27.06	$0.00	625	4.25%	$0.00	$0.00	$0.00
Mar-10	03-23943	138	0.164037	$4.448372	1.557971	$156.88	$39.22	$39.85	$0.00	595	4.25%	$0.00	$0.00	$0.00
Apr-10	03-23943	204	0.164037	$3.823539	1.450980	$185.65	$46.41	$45.77	$0.00	564	4.25%	$0.00	$0.00	$0.00

Customer ID: C000044444
Invoice Number:
GLO Lease: MF097710
GLO Review: ANADARKO E & P COMPANY LP
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Landia Robinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Month / Year	**RRC Number**	**Gas Volume**	**Tract Participation Rate**	**Price**	**BTU**	**Gross Value** (1)x(2)x(3)x(4)	**Royalty Due** (5) * Royalty Rate	**Royalty Paid**	**Additional Royalty Due**	**Number of Days Late**	**Interest Rate For Additional Royalty**	**Penalty From Additional Royalty**	**Interest From Additional Royalty**	**Revenue Due** (8)+(11)+(12)
May-10	03-23943	185	0.164037	$4.097237	1.441622	$179.25	$44.81	$44.30	$0.00	534	4.25%	$0.00	$0.00	$0.00
Jun-10	03-23943	121	0.164037	$4.218986	1.436364	$120.28	$30.07	$30.30	$0.00	503	4.25%	$0.00	$0.00	$0.00
Jul-10	03-23943	159	0.164037	$4.563080	1.434591	$170.74	$42.68	$42.55	$0.00	472	4.25%	$0.00	$0.00	$0.00
Aug-10	03-23943	155	0.164037	$4.519458	1.430968	$164.43	$41.11	$40.42	$0.00	442	4.25%	$0.00	$0.00	$0.00
Sep-10	03-23943	250	0.164037	$3.473947	1.437600	$204.81	$51.20	$51.19	$0.00	411	4.25%	$0.00	$0.00	$0.00
Oct-10	03-23943	253	0.164037	$3.662981	1.437549	$218.53	$54.63	$55.29	$0.00	381	4.25%	$0.00	$0.00	$0.00
Nov-10	03-23943	187	0.164037	$3.189954	1.436364	$140.55	$35.14	$35.51	$0.00	350	4.25%	$0.00	$0.00	$0.00
Dec-10	03-23943	175	0.164037	$4.139550	1.459429	$173.43	$43.36	$43.80	$0.00	319	4.25%	$0.00	$0.00	$0.00
Jan-11	03-23943	130	0.164037	$4.132216	1.456154	$128.31	$32.08	$31.59	$0.00	291	4.25%	$0.00	$0.00	$0.00
Feb-11	03-23943	314	0.164037	$4.108440	1.313057	$277.86	$69.47	$70.13	$0.00	260	4.25%	$0.00	$0.00	$0.00
Mar-11	03-23943	338	0.164037	$3.750431	1.313057	$273.04	$68.26	$64.43	$3.83	230	4.25%	$25.00	$0.08	$28.91
Apr-11	03-23943	341	0.164037	$4.147357	1.301173	$301.86	$75.46	$75.55	$0.00	199	4.25%	$0.00	$0.00	$0.00
May-11	03-23943	90	0.164037	$4.122000	1.267000	$77.10	$19.28	$19.60	$0.00	169	4.25%	$0.00	$0.00	$0.00
Jun-11	03-23943	357	0.164037	$4.270875	1.537255	$384.48	$96.12	$96.84	$0.00	138	4.25%	$0.00	$0.00	$0.00
Jul-11	03-23943	189	0.164037	$4.281813	1.535979	$203.90	$50.97	$50.97	$0.00	107	4.25%	$0.00	$0.00	$0.00
Aug-11	03-23943	207	0.164037	$4.234760	1.633810	$234.93	$58.73	$58.81	$0.00	77	4.25%	$0.00	$0.00	$0.00
TOTALS		37,772				$38,647.85	$9,661.94	$9,335.00	$330.64			$775.00	$439.43	$1,545.07

COMMENTS:

(1) VOLUME - REPRESENT COMBINED GAS (MCF) TRACT PARTICIPATION VOLUME REPORTED TO THE RRC FOR THE PERIOD OF SEPTEMBER 2001 THROUGH MARCH 2011. VOLUME WAS DERIVED BY MULTIPLYING SALES VOLUME TIMES TRACT PERCENTAGE FOR EACH WELL IN EACH UNIT. APRIL 2011 THROUGH AUGUST 2011 REPRESENTS SALE VOLUME PER WELL. EXTRACTION LOSS AND SHRINKAGE WAS SUBTRACTED FROM SALES VOLUME AS REPORTED. VOLUME INCLUDE RRC ID #23943, UNIT #2968.
MARCH 2011 AND PRIOR REPORTING PERIODS PRODUCTION REPORTED TO GLO WAS COMBINED IN ONE REPORT AND STARTING IN APRIL 2011 PRODUCTION BEGAN REPORTING PER WELL PER REPORT. GAS (MCF) SALES VOLUME USED DENOTES VOLUMES WHERE ROYALTY IS DUE BUT NOT PAID OR UNDERPAID.

(3) PRICE/BTU - REPRESENT THE PRICE/BTU REPORTED TO THE GLO ON GAS PRODUCTION REPORTS.

(7) ROYALTY PAID - REPRESENTS THE PAYMENTS REPORTED TO THE GLO. PAYMENTS WERE COMPARED WITH ROYALTY DUE AMOUNTS AND/OR PRODUCTION MONTH REPORTED FOR ALLOCATION OF PAYMENT.

(11 & 12) SEE ATTACHMENT III, SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION.

Customer ID: C000045502
Invoice Number:
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Lrobinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Month / Year	RRC Number	Oil Volume	Tract Participation Rate	Price	Gross Value (1)x(2)x(3)	Royalty Due (4) * Royalty Rate	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due (7)+(10)+(11)
Sep-01	00-00000	1,163.51	1.000000	$25.83	$30,053.46	$7,513.37	5,755.86	$1,757.51	3,708	12.00%	$175.75	$2,108.43	$4,041.69
Oct-01	00-00000	1,367.55	1.000000	$21.46	$29,347.62	$7,336.91	5,840.00	$1,496.91	3,678	12.00%	$149.69	$1,781.04	$3,427.64
Nov-01	00-00000	1,252.46	1.000000	$18.92	$23,696.54	$5,924.14	4,407.61	$1,516.53	3,647	12.00%	$151.65	$1,788.92	$3,457.10
Dec-01	00-00000	1,190.27	1.000000	$18.66	$22,210.44	$5,552.61	4,214.22	$1,338.39	3,616	12.00%	$133.84	$1,565.15	$3,037.38
Jan-02	00-00000	1,237.42	1.000000	$18.53	$22,929.39	$5,732.35	4,410.57	$1,321.78	3,588	12.00%	$132.18	$1,533.55	$2,987.51
Feb-02	00-00000	982.62	1.000000	$19.56	$19,220.05	$4,805.01	3,621.34	$1,183.67	3,557	12.00%	$118.37	$1,361.25	$2,663.29
Mar-02	00-00000	966.99	1.000000	$23.24	$22,472.85	$5,618.21	4,416.31	$1,201.90	3,527	12.00%	$120.19	$1,370.36	$2,692.45
Apr-02	00-00000	1,053.95	1.000000	$25.06	$26,411.99	$6,603.00	5,077.45	$1,525.55	3,496	12.00%	$152.56	$1,723.83	$3,401.94
May-02	00-00000	1,072.32	1.000000	$25.75	$27,612.24	$6,903.06	5,391.05	$1,512.01	3,466	12.00%	$151.20	$1,693.62	$3,356.83
Jun-02	00-00000	768.96	1.000000	$25.08	$19,285.52	$4,821.38	3,386.81	$1,434.57	3,435	12.00%	$143.46	$1,592.25	$3,170.28
Jul-02	00-00000	1,057.54	1.000000	$26.25	$27,760.43	$6,940.11	5,180.92	$1,759.19	3,404	12.00%	$175.92	$1,934.63	$3,869.74
Aug-02	00-00000	962.31	1.000000	$27.51	$26,473.15	$6,618.29	5,065.30	$1,552.99	3,374	12.00%	$155.30	$1,692.55	$3,400.84
Sep-02	00-00000	938.60	1.000000	$29.24	$27,444.66	$6,861.17	5,143.12	$1,718.05	3,343	12.00%	$171.81	$1,854.93	$3,744.79
Oct-02	00-00000	705.58	1.000000	$28.17	$19,876.19	$4,969.05	3,811.02	$1,158.03	3,313	12.00%	$115.80	$1,238.87	$2,512.70
Nov-02	00-00000	883.37	1.000000	$25.50	$22,525.94	$5,631.48	4,346.14	$1,285.34	3,282	12.00%	$128.53	$1,361.97	$2,775.84
Dec-02	00-00000	905.03	1.000000	$28.94	$26,191.57	$6,547.89	4,556.62	$1,991.27	3,251	12.00%	$199.13	$2,089.69	$4,280.09
Jan-03	00-00000	946.39	1.000000	$32.25	$30,521.08	$7,630.27	5,818.04	$1,812.23	3,223	12.00%	$181.22	$1,885.12	$3,878.57
Feb-03	00-00000	695.61	1.000000	$35.81	$24,909.79	$6,227.45	4,633.16	$1,594.29	3,192	12.00%	$159.43	$1,642.16	$3,395.88
Mar-03	00-00000	898.59	1.000000	$33.57	$30,165.67	$7,541.42	5,758.00	$1,783.42	3,162	12.00%	$178.34	$1,819.38	$3,781.14
Apr-03	00-00000	825.09	1.000000	$29.20	$24,092.63	$6,023.16	4,327.63	$1,695.53	3,131	12.00%	$169.55	$1,712.44	$3,577.52
May-03	00-00000	709.22	1.000000	$28.88	$20,482.27	$5,120.57	3,473.63	$1,646.94	3,101	12.00%	$164.69	$1,647.12	$3,458.75
Jun-03	00-00000	806.73	1.000000	$30.06	$24,250.30	$6,062.58	4,750.34	$1,312.24	3,070	12.00%	$131.22	$1,299.01	$2,742.47
Jul-03	00-00000	809.50	1.000000	$31.40	$25,418.30	$6,354.58	4,720.13	$1,634.45	3,039	12.00%	$163.45	$1,601.31	$3,399.21
Aug-03	00-00000	677.28	1.000000	$31.49	$21,327.55	$5,331.89	4,578.57	$753.32	3,009	12.00%	$75.33	$730.62	$1,559.27
Sep-03	00-00000	698.85	1.000000	$27.83	$19,449.00	$4,862.25	3,694.32	$1,167.93	2,978	12.00%	$116.79	$1,120.83	$2,405.55
Oct-03	00-00000	726.71	1.000000	$29.87	$21,706.83	$5,426.71	4,290.97	$1,135.74	2,948	12.00%	$113.57	$1,078.74	$2,328.05
Nov-03	00-00000	741.34	1.000000	$30.57	$22,662.76	$5,665.69	4,125.13	$1,540.56	2,917	12.00%	$154.06	$1,447.54	$3,142.16
Dec-03	00-00000	738.44	1.000000	$31.88	$23,541.47	$5,885.37	4,232.76	$1,652.61	2,886	12.00%	$165.26	$1,535.98	$3,353.85
Jan-04	00-00000	685.63	1.000000	$33.75	$23,140.01	$5,785.00	4,301.93	$1,483.07	2,857	12.00%	$148.31	$1,364.26	$2,995.64
Feb-04	00-00000	664.58	1.000000	$34.25	$22,761.87	$5,690.47	4,448.19	$1,242.28	2,826	12.00%	$124.23	$1,130.10	$2,496.61
Mar-04	00-00000	773.80	1.000000	$37.12	$28,723.46	$7,180.86	5,339.28	$1,841.58	2,796	12.00%	$184.16	$1,657.12	$3,682.86
Apr-04	00-00000	598.80	1.000000	$36.74	$21,999.91	$5,499.98	4,030.11	$1,469.87	2,765	12.00%	$146.99	$1,307.66	$2,924.52
May-04	00-00000	714.94	1.000000	$40.06	$28,640.50	$7,160.12	5,280.00	$1,880.12	2,735	12.00%	$188.01	$1,654.09	$3,722.22
Jun-04	00-00000	585.27	1.000000	$37.63	$22,023.71	$5,505.93	3,991.48	$1,514.45	2,704	12.00%	$151.45	$1,316.95	$2,982.85
Jul-04	00-00000	588.05	1.000000	$40.32	$23,710.18	$5,927.54	4,208.14	$1,719.40	2,673	12.00%	$171.94	$1,477.65	$3,368.99
Aug-04	00-00000	729.94	1.000000	$44.38	$32,394.74	$8,098.68	6,130.97	$1,967.71	2,643	12.00%	$196.77	$1,671.64	$3,836.12
Sep-04	00-00000	545.45	1.000000	$45.56	$24,850.70	$6,212.68	4,474.57	$1,738.11	2,612	12.00%	$173.81	$1,458.87	$3,370.79
Oct-04	00-00000	657.50	1.000000	$52.61	$34,591.08	$8,647.77	6,548.60	$2,099.17	2,582	12.00%	$209.92	$1,741.22	$4,050.31
Nov-04	00-00000	550.04	1.000000	$48.55	$26,704.44	$6,676.11	4,880.85	$1,795.26	2,551	12.00%	$179.53	$1,470.83	$3,445.62
Dec-04	00-00000	661.30	1.000000	$42.77	$28,283.80	$7,070.95	5,178.18	$1,892.77	2,520	12.00%	$189.28	$1,531.43	$3,613.48
Jan-05	00-00000	555.03	1.000000	$46.43	$25,770.04	$6,442.51	4,857.29	$1,585.22	2,492	12.00%	$158.52	$1,268.00	$3,011.74
Feb-05	00-00000	582.33	1.000000	$47.65	$27,748.02	$6,937.01	5,115.01	$1,822.00	2,461	12.00%	$182.20	$1,438.83	$3,443.03
Mar-05	00-00000	614.74	1.000000	$54.20	$33,318.91	$8,329.73	6,030.31	$2,299.42	2,431	12.00%	$229.94	$1,793.17	$4,322.53
Apr-05	00-00000	438.83	1.000000	$52.79	$23,165.84	$5,791.46	4,239.20	$1,552.26	2,400	12.00%	$155.23	$1,194.69	$2,902.18
May-05	00-00000	471.12	1.000000	$49.45	$23,296.88	$5,824.22	4,171.41	$1,652.81	2,370	12.00%	$165.28	$1,255.77	$3,073.86
Jun-05	00-00000	528.10	1.000000	$55.99	$29,568.32	$7,392.08	5,786.57	$1,605.51	2,339	12.00%	$160.55	$1,203.47	$2,969.53
Jul-05	00-00000	495.42	1.000000	$57.65	$28,560.96	$7,140.24	4,968.54	$2,171.70	2,308	12.00%	$217.17	$1,605.75	$3,994.62
Aug-05	00-00000	506.51	1.000000	$63.61	$32,219.10	$8,054.78	5,766.65	$2,288.13	2,278	12.00%	$228.81	$1,669.27	$4,186.21
Sep-05	00-00000	484.69	1.000000	$64.17	$31,102.56	$7,775.64	5,884.76	$1,890.88	2,247	12.00%	$189.09	$1,360.19	$3,440.16

Customer ID: C000045502
Invoice Number:
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Lrobinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Month / Year	RRC Number	Oil Volume	Tract Participation Rate	Price	Gross Value (1)x(2)x(3)	Royalty Due (4) * Royalty Rate	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due (7)+(10)+(11)
Oct-05	00-00000	394.90	1.000000	$60.89	$24,045.46	$6,011.37	4,619.21	$1,392.16	2,217	12.00%	$139.22	$987.71	$2,519.09
Nov-05	00-00000	515.45	1.000000	$57.71	$29,746.62	$7,436.65	5,386.43	$2,050.22	2,186	12.00%	$205.02	$1,433.69	$3,688.93
Dec-05	00-00000	399.11	1.000000	$58.12	$23,196.27	$5,799.07	3,610.77	$2,188.30	2,155	12.00%	$218.83	$1,507.95	$3,915.08
Jan-06	00-00000	580.93	1.000000	$64.17	$37,278.28	$9,319.57	7,525.48	$1,794.09	2,127	12.00%	$179.41	$1,219.78	$3,193.28
Feb-06	00-00000	435.73	1.000000	$60.59	$26,400.88	$6,600.22	4,942.01	$1,658.21	2,096	12.00%	$165.82	$1,110.50	$2,934.53
Mar-06	00-00000	501.80	1.000000	$61.59	$30,905.86	$7,726.47	5,775.22	$1,951.25	2,066	12.00%	$195.13	$1,287.50	$3,433.88
Apr-06	00-00000	501.13	1.000000	$68.79	$34,472.73	$8,618.18	5,703.20	$2,914.98	2,035	12.00%	$291.50	$1,893.70	$5,100.18
May-06	00-00000	484.18	1.000000	$69.59	$33,694.09	$8,423.52	6,261.68	$2,161.84	2,005	12.00%	$216.18	$1,383.10	$3,761.12
Jun-06	00-00000	515.93	1.000000	$69.59	$35,903.57	$8,975.89	6,511.62	$2,464.27	1,974	12.00%	$246.43	$1,551.48	$4,262.18
Jul-06	00-00000	498.79	1.000000	$72.85	$36,336.85	$9,084.21	6,819.38	$2,264.83	1,943	12.00%	$226.48	$1,402.83	$3,894.14
Aug-06	00-00000	465.65	1.000000	$71.40	$33,247.41	$8,311.85	5,935.08	$2,376.77	1,913	12.00%	$237.68	$1,448.72	$4,063.17
Sep-06	00-00000	465.84	1.000000	$62.22	$28,984.56	$7,246.14	5,140.05	$2,106.09	1,882	12.00%	$210.61	$1,262.27	$3,578.97
Oct-06	00-00000	413.07	1.000000	$57.46	$23,735.00	$5,933.75	4,125.87	$1,807.88	1,852	12.00%	$180.79	$1,065.71	$3,054.38
Nov-06	00-00000	475.90	1.000000	$57.72	$27,468.95	$6,867.24	5,175.69	$1,691.55	1,821	12.00%	$169.16	$979.89	$2,840.60
Dec-06	00-00000	359.00	1.000000	$60.41	$21,687.19	$5,421.80	3,490.82	$1,930.98	1,790	12.00%	$193.10	$1,098.91	$3,222.99
Jan-07	00-00000	468.38	1.000000	$53.00	$24,824.14	$6,206.04	4,946.45	$1,259.59	1,762	12.00%	$125.96	$705.23	$2,090.78
Feb-07	00-00000	445.61	1.000000	$57.71	$25,716.15	$6,429.04	4,766.57	$1,662.47	1,731	12.00%	$166.25	$913.86	$2,742.58
Mar-07	00-00000	390.07	1.000000	$59.10	$23,053.14	$5,763.28	3,871.50	$1,891.78	1,701	12.00%	$189.18	$1,021.25	$3,102.21
Apr-07	00-00000	481.05	1.000000	$62.37	$30,003.09	$7,500.77	5,801.37	$1,699.40	1,670	12.00%	$169.94	$900.08	$2,769.42
May-07	00-00000	457.04	1.000000	$61.85	$28,267.92	$7,066.98	5,283.72	$1,783.26	1,640	12.00%	$178.33	$926.90	$2,888.49
Jun-07	00-00000	363.39	1.000000	$65.85	$23,929.23	$5,982.31	4,156.87	$1,825.44	1,609	12.00%	$182.54	$930.22	$2,938.20
Jul-07	00-00000	339.25	1.000000	$72.72	$24,670.26	$6,167.57	4,680.65	$1,486.92	1,578	12.00%	$148.69	$742.56	$2,378.17
Aug-07	00-00000	435.07	1.000000	$71.38	$31,055.30	$7,763.82	5,289.67	$2,474.15	1,548	12.00%	$247.42	$1,211.18	$3,932.75
Sep-07	00-00000	863.87	1.000000	$78.72	$68,003.85	$17,000.96	9,325.99	$7,674.97	1,517	12.00%	$767.50	$3,678.94	$12,121.41
Oct-07	00-00000	1,151.30	1.000000	$86.62	$99,725.61	$24,931.40	12,971.89	$11,959.51	1,487	12.00%	$1,195.95	$5,614.74	$18,770.20
Nov-07	00-00000	1,293.79	1.000000	$96.03	$124,242.65	$31,060.66	23,516.03	$7,544.63	1,456	12.00%	$754.46	$3,465.16	$11,764.25
Dec-07	00-00000	1,774.18	1.000000	$92.40	$163,934.23	$40,983.56	38,421.43	$2,562.13	1,425	12.00%	$256.21	$1,150.64	$3,968.98
Jan-08	00-00000	1,551.41	1.000000	$92.54	$143,567.48	$35,891.87	35,048.83	$843.04	1,396	12.00%	$84.30	$370.57	$1,297.91
Feb-08	00-00000	1,530.54	1.000000	$94.75	$145,018.67	$36,254.67	34,670.59	$1,584.08	1,365	12.00%	$158.41	$680.16	$2,422.65
Mar-08	00-00000	1,671.33	1.000000	$104.59	$174,804.40	$43,701.10	36,556.73	$7,144.37	1,335	12.00%	$714.44	$2,997.11	$10,855.92
Apr-08	00-00000	1,704.91	1.000000	$112.86	$192,416.14	$48,104.04	33,532.62	$14,571.42	1,304	12.00%	$1,457.14	$5,964.30	$21,992.86
May-08	00-00000	2,156.67	1.000000	$125.88	$271,481.62	$67,870.40	46,857.66	$21,012.74	1,274	12.00%	$2,101.27	$8,393.58	$31,507.59
Jun-08	00-00000	2,260.01	1.000000	$133.02	$300,626.53	$75,156.63	60,015.49	$15,141.14	1,243	12.00%	$1,514.11	$5,893.84	$22,549.09
Jul-08	00-00000	2,112.51	1.000000	$132.84	$280,625.83	$70,156.46	56,776.01	$13,380.45	1,212	12.00%	$1,338.05	$5,072.11	$19,790.61
Aug-08	00-00000	1,559.92	1.000000	$114.85	$179,156.81	$44,789.20	34,729.16	$10,060.04	1,182	12.00%	$1,006.00	$3,714.22	$14,780.26
Sep-08	00-00000	1,427.52	1.000000	$102.98	$147,006.01	$36,751.50	27,826.56	$8,924.94	1,151	12.00%	$892.49	$3,204.18	$13,021.61
Oct-08	00-00000	1,467.46	1.000000	$76.02	$111,556.31	$27,889.08	21,248.73	$6,640.35	1,121	12.00%	$664.04	$2,318.48	$9,622.87
Nov-08	00-00000	1,216.65	1.000000	$56.44	$68,667.73	$17,166.93	13,122.57	$4,044.36	1,090	12.00%	$404.44	$1,370.87	$5,819.67
Dec-08	00-00000	1,347.24	1.000000	$39.17	$52,771.39	$13,192.85	9,836.58	$3,356.27	1,059	12.00%	$335.63	$1,103.43	$4,795.33
Jan-09	00-00000	1,191.27	1.000000	$39.17	$46,662.05	$11,665.51	8,511.00	$3,154.51	1,031	12.00%	$315.45	$1,008.06	$4,478.02
Feb-09	00-00000	1,096.59	1.000000	$42.64	$46,758.60	$11,689.65	7,004.69	$4,684.96	1,000	12.00%	$468.50	$1,449.39	$6,602.85
Mar-09	00-00000	1,113.60	1.000000	$47.84	$53,274.62	$13,318.66	9,541.47	$3,777.19	970	12.00%	$377.72	$1,131.29	$5,286.20
Apr-09	00-00000	1,028.89	1.000000	$55.60	$57,206.28	$14,301.57	9,330.18	$4,971.39	939	12.00%	$497.14	$1,438.30	$6,906.83
May-09	00-00000	974.36	1.000000	$67.47	$65,740.07	$16,435.02	10,891.08	$5,543.94	909	12.00%	$554.39	$1,549.27	$7,647.60
Jun-09	00-00000	931.76	1.000000	$67.42	$62,819.26	$15,704.81	11,713.87	$3,990.94	878	12.00%	$399.09	$1,074.60	$5,464.63
Jul-09	00-00000	1,086.51	1.000000	$68.70	$74,643.24	$18,660.81	13,459.90	$5,200.91	847	12.00%	$520.09	$1,347.39	$7,068.39
Aug-09	00-00000	822.19	1.000000	$68.76	$56,533.78	$14,133.45	11,004.14	$3,129.31	817	12.00%	$312.93	$779.84	$4,222.08
Sep-09	00-00000	945.58	1.000000	$74.07	$70,039.11	$17,509.78	12,219.48	$5,290.30	786	12.00%	$529.03	$1,264.45	$7,083.78
Oct-09	00-00000	688.80	1.000000	$76.66	$52,803.41	$13,200.85	9,501.16	$3,699.69	756	12.00%	$369.97	$847.79	$4,917.45

Customer ID: C000045502
Invoice Number:
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: Lrobinson
Billing Date: 12/1/2011
P&I Calculation Date: 12/31/2011
Royalty Rate: 25.00%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Month / Year	**RRC Number**	**Oil Volume**	**Tract Participation Rate**	**Price**	**Gross Value** (1)x(2)x(3)	**Royalty Due** (4) * Royalty Rate	**Royalty Paid**	**Additional Royalty Due**	**Number of Days Late**	**Interest Rate For Additional Royalty**	**Penalty From Additional Royalty**	**Interest From Additional Royalty**	**Revenue Due** (7)+(10)+(11)
Nov-09	00-00000	966.67	1.000000	$73.40	$70,953.58	$17,738.39	14,231.85	$3,506.54	725	12.00%	$350.65	$767.79	$4,624.98
Dec-09	00-00000	797.95	1.000000	$75.44	$60,197.35	$15,049.34	11,247.58	$3,801.76	694	12.00%	$380.18	$793.68	$4,975.62
Jan-10	00-00000	930.96	1.000000	$74.75	$69,589.26	$17,397.32	13,281.59	$4,115.73	666	4.25%	$411.57	$290.89	$4,818.19
Feb-10	00-00000	730.63	1.000000	$79.74	$58,260.44	$14,565.11	10,376.57	$4,188.54	635	4.25%	$418.85	$280.92	$4,888.31
Mar-10	00-00000	724.38	1.000000	$83.10	$60,195.98	$15,048.99	10,686.84	$4,362.15	605	4.25%	$436.22	$277.33	$5,075.70
Apr-10	00-00000	917.82	1.000000	$82.82	$76,013.85	$19,003.46	14,735.41	$4,268.05	574	4.25%	$426.81	$255.94	$4,950.80
May-10	00-00000	763.28	1.000000	$72.14	$55,063.02	$13,765.75	10,092.10	$3,673.65	544	4.25%	$367.37	$207.46	$4,248.48
Jun-10	00-00000	692.87	1.000000	$73.88	$51,189.24	$12,797.31	10,092.10	$2,705.21	513	4.25%	$270.52	$143.01	$3,118.74
Jul-10	00-00000	641.63	1.000000	$75.09	$48,180.00	$12,045.00	9,279.20	$2,765.80	482	4.25%	$276.58	$136.23	$3,178.61
Aug-10	00-00000	647.12	1.000000	$74.77	$48,385.16	$12,096.29	9,207.52	$2,888.77	452	4.25%	$288.88	$132.19	$3,309.84
Sep-10	00-00000	651.35	1.000000	$79.40	$51,717.19	$12,929.30	9,747.99	$3,181.31	421	4.25%	$318.13	$134.09	$3,633.53
Oct-10	00-00000	649.73	1.000000	$82.16	$53,381.82	$13,345.45	9,748.64	$3,596.81	391	4.25%	$359.68	$139.04	$4,095.53
Nov-10	00-00000	653.45	1.000000	$87.17	$56,961.24	$14,240.31	10,295.20	$3,945.11	360	4.25%	$394.51	$138.27	$4,477.89
Dec-10	00-00000	669.48	1.000000	$87.61	$58,653.14	$14,663.29	11,531.08	$3,132.21	329	4.25%	$313.22	$98.47	$3,543.90
Jan-11	00-00000	687.37	1.000000	$87.44	$60,103.63	$15,025.91	8,570.19	$6,455.72	301	4.25%	$645.57	$181.91	$7,283.20
Feb-11	00-00000	496.20	1.000000	$98.35	$48,801.27	$12,200.32	6,899.50	$5,300.82	270	4.25%	$530.08	$130.23	$5,961.13
Mar-11	00-00000	590.46	1.000000	$95.08	$56,140.94	$14,035.23	8,734.71	$5,300.52	240	4.25%	$530.05	$111.71	$5,942.28
Apr-11	03-23155	3,706.00	0.046644	$105.58	$18,250.39	$4,562.60	$0.00	$4,562.60	209	4.25%	$456.26	$79.69	$5,098.55
May-11	03-23155	3,722.00	0.046644	$99.16	$17,215.25	$4,303.81	$0.00	$4,303.81	179	4.25%	$430.38	$60.14	$4,794.33
Jun-11	03-23155	3,891.00	0.046644	$94.59	$17,168.07	$4,292.02	$0.00	$4,292.02	148	4.25%	$429.20	$44.48	$4,765.70
Jul-11	03-23155	2,027.00	0.046644	$96.77	$9,149.27	$2,287.32	$0.00	$2,287.32	117	4.25%	$228.73	$15.45	$2,531.50
Aug-11	03-23155	4,185.00	0.046644	$87.17	$17,014.95	$4,253.74	$0.00	$4,253.74	87	4.25%	$425.37	$13.87	$4,692.98
TOTALS		113,312.78			$6,085,908.35	$1,521,477.15	$1,130,870.28	$390,606.87			$39,060.71	$173,082.77	$602,750.35

COMMENTS:

(1) VOLUME - REPRESENT COMBINED OIL (BBLS) TRACT PARTICIPATION VOLUME REPORTED TO THE RRC FOR THE PERIOD OF SEPTEMBER 2001 THROUGH MARCH 2011. VOLUME WAS DERIVED BY MULTIPLYING SALES VOLUME TIMES TRACT PERCENTAGE FOR EACH WELL IN EACH UNIT. APRIL 2011 THROUGH AUGUST 2011 REPRESENTS SALE VOLUME PER WELL. EXTRACTION LOSS AND SHRINKAGE WAS SUBTRACTED FROM SALES VOLUME AS REPORTED. VOLUME INCLUDE RRC ID #23286, 23387, 23421, 23155, 25074, 25126, UNIT #2670, 2671, 2681, 3031, 4050, 4051, 4052, 4080. MARCH 2011 AND PRIOR REPORTING PERIODS PRODUCTION REPORTED TO GLO WAS COMBINED IN ONE REPORT AND STARTING IN APRIL 2011 PRODUCTION BEGAN REPORTING PER WELL PER REPORT. OIL (BBLS) SALES VOLUME USED DENOTES VOLUMES WHERE ROYALTY IS DUE BUT NOT PAID OR UNDERPAID.

(3) PRICE - REPRESENT THE PRICE REPORTED TO THE GLO ON PRODUCTION OIL REPORTS.

(6) ROYALTY PAID - REPRESENTS THE PAYMENTS REPORTED TO THE GLO. PAYMENTS WERE COMPARED WITH ROYALTY DUE AMOUNTS AND/OR PRODUCTION MONTH REPORTED FOR ALLOCATION OF PAYMENT.

(10 & 11) SEE ATTACHMENT III, SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION.

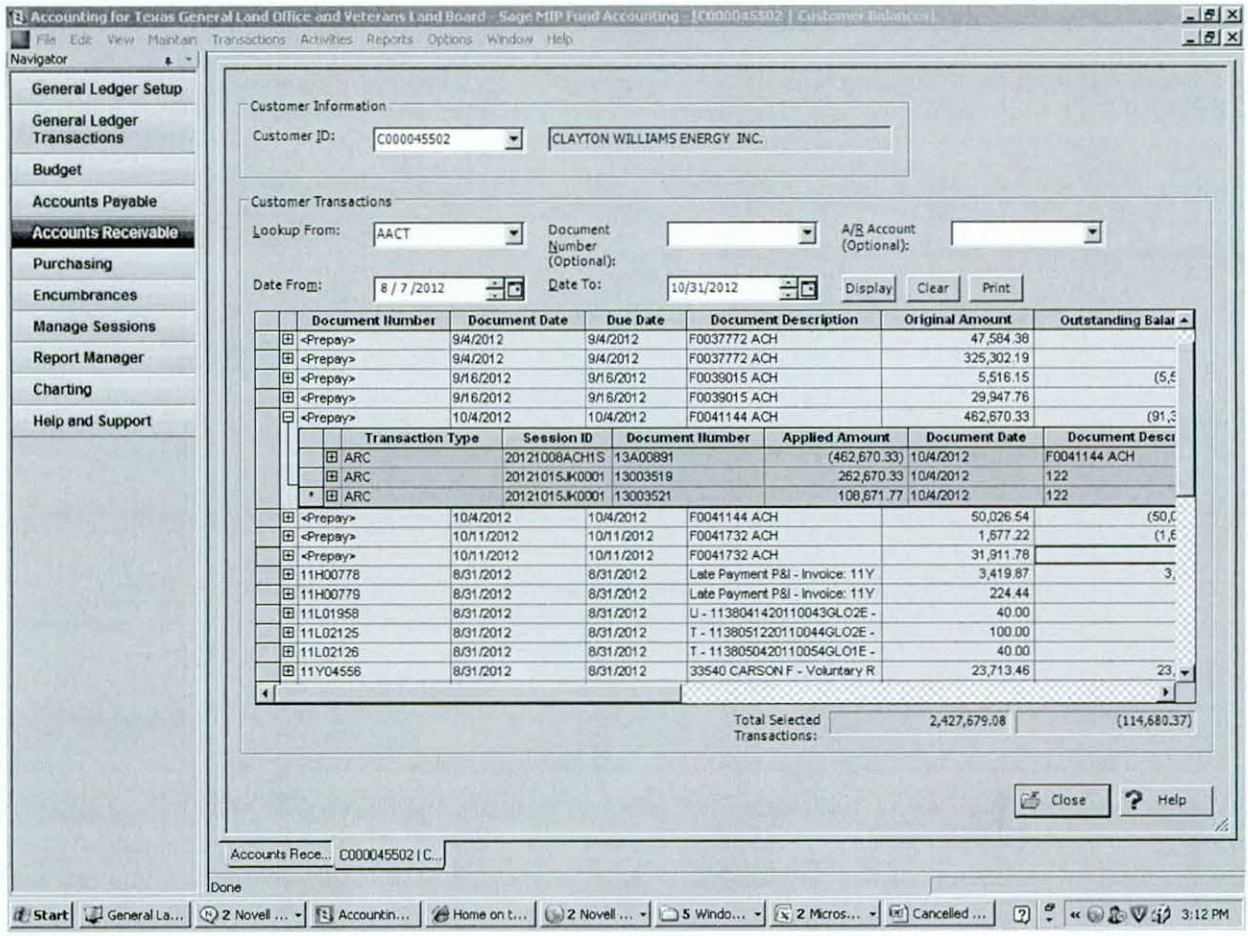
(31)

File No. MF09771O
GLO to Clayton Williams

Date Filed: 12/19/11
Jerry E. Patterson, Commissioner

By _____

Pd in Full


Accounting for Texas General Land Office and Veterans Land Board - Sage MIP Fund Accounting - [C000045502 | Customer Balances]
File Edit View Maintain Transactions Activities Reports Options Window Help
Navigator
General Ledger Setup
General Ledger Transactions
Budget
Accounts Payable
Accounts Receivable
Purchasing
Encumbrances
Manage Sessions
Report Manager
Charting
Help and Support
Customer Information
Customer ID: C000045502
CLAYTON WILLIAMS ENERGY INC.
Customer Transactions
Lookup From: AACT
Document Number (Optional):
A/R Account (Optional):
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Date To: 10/31/2012
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Clear
Print
Document Number | Document Date | Due Date | Document Description | Original Amount | Outstanding Balar
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ARC | 20121015JK0001 | 13003521 | 108,671.77 | 10/4/2012 | 122
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11L02125 | 8/31/2012 | 8/31/2012 | T - 1138051220110044GLO2E - | 100.00
11L02126 | 8/31/2012 | 8/31/2012 | T - 1138050420110054GLO1E - | 40.00
11Y04556 | 8/31/2012 | 8/31/2012 | 33540 CARSON F - Voluntary R | 23,713.46 | 23,
Total Selected Transactions: 2,427,679.08 (114,680.37)
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Help
Accounts Rece...
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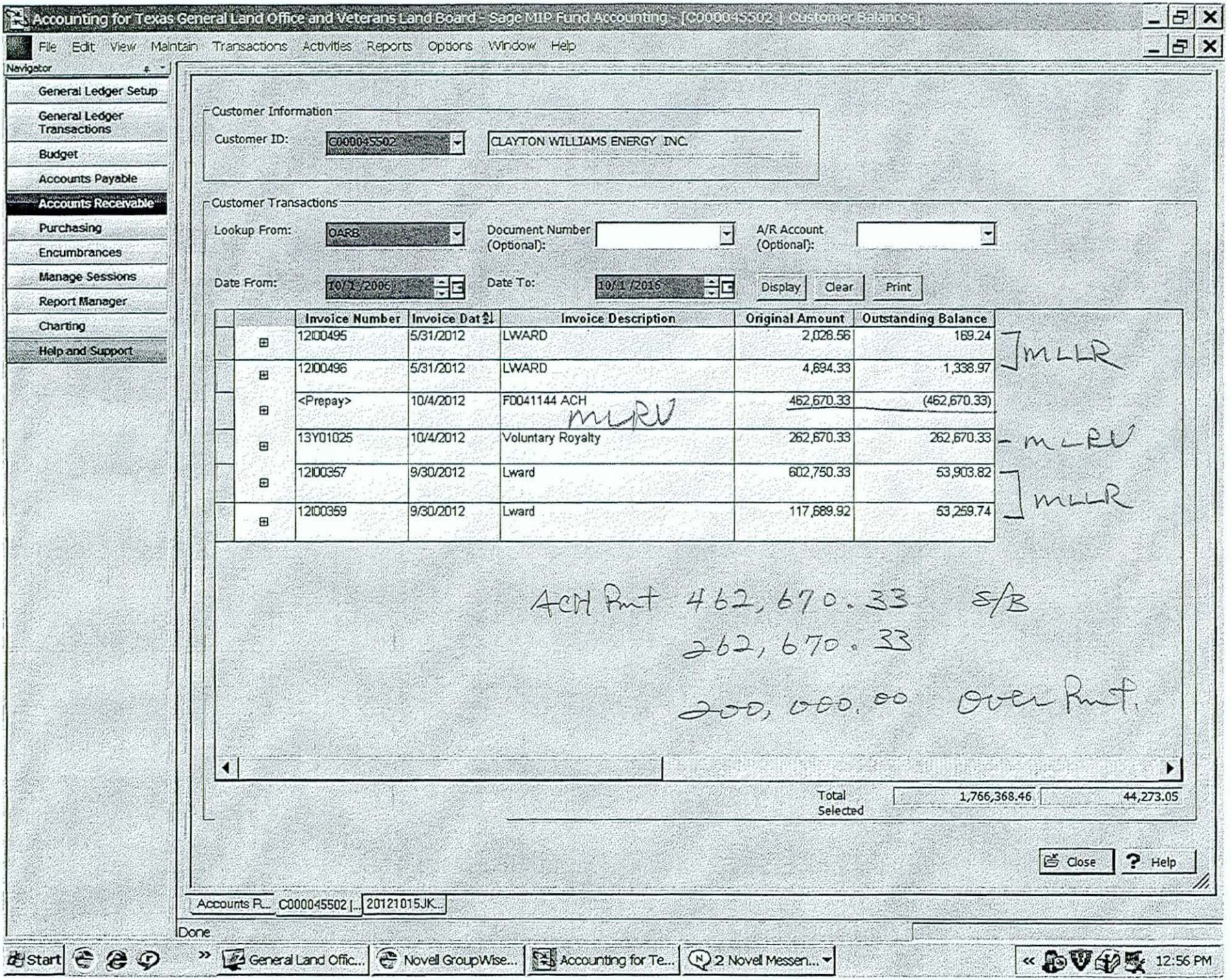
Accounting for Texas General Land Office and Veterans Land Board - Sage MIP Fund Accounting - [C000045502 | Customer Balances]
File Edit View Maintain Transactions Activities Reports Options Window Help
Navigator
General Ledger Setup
General Ledger Transactions
Budget
Accounts Payable
Accounts Receivable
Purchasing
Encumbrances
Manage Sessions
Report Manager
Charting
Help and Support
Customer Information
Customer ID: C000045502
CLAYTON WILLIAMS ENERGY INC.
Customer Transactions
Lookup From: OARB
Document Number (Optional):
A/R Account (Optional):
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Date To: 10/1/2016
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Clear
Print
Invoice Number | Invoice Dat | Invoice Description | Original Amount | Outstanding Balance
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13Y01025 | 10/4/2012 | Voluntary Royalty | 262,670.33 | 262,670.33
12I00357 | 9/30/2012 | Lward | 602,750.33 | 53,903.82
12I00359 | 9/30/2012 | Lward | 117,689.92 | 53,259.74
MLLR
MLRV
MLLR
ACH Pmt 462,670.33 S/B
262,670.33
200,000.00 Over Pmt.
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20121015JK...
Done
Start
General Land Offic...
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Accounting for Te...
2 Novell Messen...
12:56 PM

UNITED STATES POSTAL SERVICE

MIDLAND TX 797
RIO GRANDE DISTRICT
08 MAR 2012 PM 1 T

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Texas General Land Office
Jerry Patterson, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

RECEIVED
MAR 12 2012
General Land Office

Landia Robinson MC 102-1VD

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Ms. Tiffany Pruitt
Clayton Williams Energy, Inc.
Claydesta Center
Six Desta Drive, Suite 3000
Midland, Texas 79705-9705

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Kimberly Brady ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Kimberly Brady

C. Date of Delivery 3-8-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7011 1150 0001 2418 6501

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7011 1150 0001 2418 6501

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	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Clayton MR-09mm10

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 **See Reverse for Instructions**

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 5, 2012

CERTIFIED MAIL 7011 1150 0001 2418 6501

Pd in full
10/4/12
Doc # 13A00891

Ms. Tiffany Pruitt
Clayton Williams Energy, Inc.
Claydesta Center
Six Desta Drive, Suite 3000
Midland, Texas 79705-9705

RE: Revision on Notice of under payment on State Lease MF097710

Dear Ms Pruitt:

The Energy Financial Compliance Division of the Texas General Land Office has revised the original letter submitted to Clayton Williams Energy, Inc dated December 19, 2011. After further review of Railroad Commission well ID# 23155 it has been verified that the state has no interest in the well and the well was removed from the original schedules reducing the revenue due to the state. Through this revision, we determined that $106,355.53 is now due for production starting September 2001 through August 2011. This amount is comprised of $66,610.46 in royalty, $8,741.30 in penalty, and $31,003.77 in interest which has been computed through 3/31/2012, in accordance with Section 52.131 of the Texas Natural Resources Code. Penalty will continue to accrue until the revenue due is paid.

The following documents are attached in support of our findings:

Schedules supporting our royalty, penalty, and interest calculations; and

Limited Review Billing Invoice:

#12I00357 Oil royalty due

#12I00359 Gas royalty due

To ensure your company remains in good standing with the General Land Office, please respond to this notice within 30 days of the above date. If your records reflect this royalty has been paid, please provide us with documentation of payments made and remittance dates. Payment of this notice should be submitted separately from monthly royalty payments you may be remitting. In order to ensure proper credit, your payment should be mailed to my attention along with a copy of this letter.

If you have any questions, please contact me at (512) 475-1490 or landia.robinson@glo.texas.gov

Sincerely,

Landia Robinson

Landia Robinson, Auditor
Energy Financial Compliance
Texas General Land Office

Texas General Land Office
Limited Review Billing

Jerry Patterson, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
7:30 - 5:30 M-F

CLAYTON WILLIAMS ENERGY INC
6 DESTA DR STE 1100
MIDLAND, TX 79705-5510

Billing Date: 3/5/2012
Billing Due Date: 4/4/2012
Customer Number: C000045502

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
12I00357	MF097710	$0.00	$34,133.30	$4,488.35	$15,166.18	$53,787.83
12I00359	MF097710	$32,477.16	$0.00	$4,252.95	$15,837.59	$52,567.70
Total Due		$32,477.16	$34,133.30	$8,741.30	$31,003.77	**$106,355.53**

Penalty and interest have been calculated thru 3/31/2012. Payment remitted after 3/31/2012 will result in additional penalty and interest charges.

Contact Info: Landia Robinson (512) 475-1490 or landia.robinson@glo.state.tx.us

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Limited Review Billing
CLAYTON WILLIAMS ENERGY INC
Billing Date: 3/5/2012
Billing Due Date: 4/4/2012
Customer Number: C000045502

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
12I00357	MF097710	$0.00	$34,133.30	$4,488.35	$15,166.18	$53,787.83
12I00359	MF097710	$32,477.16	$0.00	$4,252.95	$15,837.59	$52,567.70
Total Due		$32,477.16	$34,133.30	$8,741.30	$31,003.77	**$106,355.53**
Amt. Paid						

Customer ID: C000045502
Invoice Numbe 12I00359
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

Month / Year	RRC Number	(1) Gas Volume	(2) Tract Participation Rate	(3) Price	(4) BTU	(5) Gross Value (1)x(2)x(3)x(4)	(6) Royalty Due (5) * Royalty Rate	(7) Royalty Paid	(8) Additional Royalty Due	(9) Number of Days Late	(10) Interest Rate For Additional Royalty	(11) Penalty From Additional Royalty	(12) Interest From Additional Royalty	(13) Revenue Due (8)+(11)+(12)
Sep-01	00-00000	239	1.000000	$2.060000	1.434291	$706.16	$176.54	$136.62	$39.93	3,789	12.00%	$25.00	$48.96	$113.89
Oct-01	00-00000	292	1.000000	$2.150000	1.332450	$836.51	$209.13	$121.24	$87.90	3,759	12.00%	$25.00	$106.92	$219.82
Nov-01	00-00000	191	1.000000	$3.690000	1.292313	$910.81	$227.70	$130.97	$96.73	3,728	12.00%	$25.00	$116.68	$238.41
Dec-01	00-00000	258	1.000000	$2.700000	1.319107	$918.89	$229.72	$157.76	$71.96	3,697	12.00%	$25.00	$86.07	$183.03
Jan-02	00-00000	234	1.000000	$3.070000	1.321201	$949.12	$237.28	$163.54	$73.74	3,669	12.00%	$25.00	$87.52	$186.26
Feb-02	00-00000	198	1.000000	$2.320000	1.334871	$613.19	$153.30	$92.35	$60.95	3,638	12.00%	$25.00	$71.72	$157.67
Mar-02	00-00000	168	1.000000	$2.820000	1.356696	$642.75	$160.69	$92.82	$67.87	3,608	12.00%	$25.00	$79.19	$172.06
Apr-02	00-00000	187	1.000000	$4.070000	1.382275	$1,052.04	$263.01	$161.06	$101.95	3,577	12.00%	$25.00	$117.91	$244.86
May-02	00-00000	200	1.000000	$4.000000	1.332775	$1,066.22	$266.56	$170.77	$95.79	3,547	12.00%	$25.00	$109.85	$230.64
Jun-02	00-00000	137	1.000000	$4.000000	1.324052	$725.58	$181.40	$149.29	$32.11	3,516	12.00%	$25.00	$36.49	$93.60
Jul-02	00-00000	137	1.000000	$3.920000	1.330546	$714.56	$178.64	$107.35	$71.29	3,485	12.00%	$25.00	$80.30	$176.59
Aug-02	00-00000	184	1.000000	$3.510000	1.346748	$869.78	$217.45	$131.24	$86.21	3,455	12.00%	$25.00	$96.25	$207.46
Sep-02	00-00000	209	1.000000	$3.950000	1.341370	$1,107.37	$276.84	$171.87	$104.97	3,424	12.00%	$25.00	$116.13	$246.10
Oct-02	00-00000	146	1.000000	$4.340000	1.000000	$633.64	$158.41	$126.97	$31.44	3,394	12.00%	$25.00	$34.47	$90.91
Nov-02	00-00000	205	1.000000	$4.840000	1.418300	$1,407.24	$351.81	$197.66	$154.15	3,363	12.00%	$25.00	$167.44	$346.59
Dec-02	00-00000	260	1.000000	$4.880000	1.435878	$1,821.84	$455.46	$257.49	$197.98	3,332	12.00%	$25.00	$213.03	$436.01
Jan-03	00-00000	211	1.000000	$5.750000	1.444110	$1,752.07	$438.02	$243.54	$194.48	3,304	12.00%	$25.00	$207.48	$426.96
Feb-03	00-00000	142	1.000000	$5.750000	1.438016	$1,174.14	$293.54	$205.60	$87.94	3,273	12.00%	$25.00	$92.92	$205.86
Mar-03	00-00000	147	1.000000	$11.440000	1.316919	$2,214.64	$553.66	$346.69	$206.97	3,243	12.00%	$25.00	$216.65	$448.62
Apr-03	00-00000	292	1.000000	$5.640000	1.434291	$2,362.11	$590.53	$354.10	$236.43	3,212	12.00%	$25.00	$245.09	$506.52
May-03	00-00000	240	1.000000	$6.080000	1.434291	$2,092.92	$523.23	$314.27	$208.96	3,182	12.00%	$25.00	$214.54	$448.50
Jun-03	00-00000	236	1.000000	$8.320000	1.434291	$2,816.26	$704.06	$369.16	$334.90	3,151	12.00%	$33.49	$340.44	$708.83
Jul-03	00-00000	255	1.000000	$9.260000	1.452859	$3,430.64	$857.66	$346.90	$510.76	3,120	12.00%	$51.08	$514.00	$1,075.84
Aug-03	00-00000	245	1.000000	$10.250000	1.415800	$3,555.43	$888.86	$261.15	$627.71	3,090	12.00%	$62.77	$625.51	$1,315.99
Sep-03	00-00000	238	1.000000	$6.300000	1.470363	$2,204.66	$551.17	$290.63	$260.54	3,059	12.00%	$26.05	$256.97	$543.56
Oct-03	00-00000	258	1.000000	$7.460000	1.472549	$2,834.19	$708.55	$269.54	$439.02	3,029	12.00%	$43.90	$428.67	$911.59
Nov-03	00-00000	200	1.000000	$6.260000	1.474026	$1,845.48	$461.37	$212.78	$248.59	2,998	12.00%	$25.00	$240.20	$513.79
Dec-03	00-00000	247	1.000000	$5.800000	1.472689	$2,109.77	$527.44	$291.07	$236.37	2,967	12.00%	$25.00	$225.98	$487.35
Jan-04	00-00000	192	1.000000	$5.140000	1.471243	$1,451.94	$362.99	$271.44	$91.55	2,938	12.00%	$25.00	$86.66	$203.21
Feb-04	00-00000	202	1.000000	$5.390000	1.471910	$1,602.59	$400.65	$256.78	$143.87	2,907	12.00%	$25.00	$134.71	$303.58
Mar-04	00-00000	215	1.000000	$5.080000	1.539475	$1,681.41	$420.35	$257.65	$162.71	2,877	12.00%	$25.00	$150.74	$338.45
Apr-04	00-00000	181	1.000000	$4.730000	1.570681	$1,344.71	$336.18	$249.26	$86.92	2,846	12.00%	$25.00	$79.64	$191.56
May-04	00-00000	210	1.000000	$5.360000	1.475162	$1,660.44	$415.11	$356.59	$58.52	2,816	12.00%	$25.00	$53.05	$136.57
Jun-04	00-00000	124	1.000000	$5.960000	1.439622	$1,063.94	$265.98	$227.00	$38.99	2,785	12.00%	$25.00	$34.94	$98.93
Jul-04	00-00000	173	1.000000	$6.510000	1.470000	$1,655.56	$413.89	$268.45	$145.44	2,754	12.00%	$25.00	$128.87	$299.31
Aug-04	00-00000	147	1.000000	$6.420000	1.502101	$1,417.59	$354.40	$234.12	$120.29	2,724	12.00%	$25.00	$105.39	$250.68
Sep-04	00-00000	212	1.000000	$5.910000	1.468560	$1,839.99	$460.00	$265.42	$194.59	2,693	12.00%	$25.00	$168.51	$388.10
Oct-04	00-00000	261	1.000000	$5.780000	1.467611	$2,214.01	$553.50	$324.28	$229.22	2,663	12.00%	$25.00	$196.24	$450.46
Nov-04	00-00000	197	1.000000	$7.980000	1.396675	$2,195.66	$548.91	$376.06	$172.85	2,632	12.00%	$25.00	$146.21	$344.06
Dec-04	00-00000	163	1.000000	$6.870000	1.395399	$1,562.58	$390.65	$440.92	-$50.27	2,601	12.00%	$0.00	$0.00	-$50.27
Jan-05	00-00000	140	1.000000	$6.260000	1.397351	$1,224.64	$306.16	$202.59	$103.57	2,573	12.00%	$25.00	$85.60	$214.17
Feb-05	00-00000	56	1.000000	$5.920000	1.418300	$470.19	$117.55	$89.98	$27.57	2,542	12.00%	$25.00	$22.51	$75.08
Mar-05	00-00000	99	1.000000	$6.780000	1.435878	$963.79	$240.95	$268.02	-$27.07	2,512	12.00%	$0.00	$0.00	-$27.07
Apr-05	00-00000	121	1.000000	$6.830000	1.444110	$1,193.46	$298.36	$273.98	$24.38	2,481	12.00%	$25.00	$19.42	$68.80
May-05	00-00000	103	1.000000	$6.350000	1.438016	$940.53	$235.13	$196.87	$38.26	2,451	12.00%	$25.00	$30.09	$93.35

Customer ID: C000045502
Invoice Numbe 12I00359
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

Month / Year	RRC Number	(1) Gas Volume	(2) Tract Participation Rate	(3) Price	(4) BTU	(5) Gross Value (1)x(2)x(3)x(4)	(6) Royalty Due (5) * Royalty Rate	(7) Royalty Paid	(8) Additional Royalty Due	(9) Number of Days Late	(10) Interest Rate For Additional Royalty	(11) Penalty From Additional Royalty	(12) Interest From Additional Royalty	(13) Revenue Due (8)+(11)+(12)
Jun-05	00-00000	143	1.000000	$6.380000	1.357200	$1,238.23	$309.56	$201.76	$107.81	2,420	12.00%	$25.00	$83.68	$216.49
Jul-05	00-00000	74	1.000000	$7.020000	1.359091	$706.02	$176.51	$122.72	$53.79	2,389	12.00%	$25.00	$41.20	$119.99
Aug-05	00-00000	84	1.000000	$7.750000	1.382300	$899.88	$224.97	$270.94	-$45.97	2,359	12.00%	$0.00	$0.00	-$45.97
Sep-05	00-00000	152	1.000000	$10.100000	1.419540	$2,179.28	$544.82	$346.52	$198.30	2,328	12.00%	$25.00	$147.92	$371.22
Oct-05	00-00000	149	1.000000	$10.740000	1.434291	$2,295.24	$573.81	$393.83	$179.98	2,298	12.00%	$25.00	$132.49	$337.47
Nov-05	00-00000	131	1.000000	$11.160000	1.415800	$2,069.84	$517.46	$407.17	$110.29	2,267	12.00%	$25.00	$80.06	$215.35
Dec-05	00-00000	117	1.000000	$8.780000	1.470363	$1,510.45	$377.61	$230.31	$147.31	2,236	12.00%	$25.00	$105.43	$277.74
Jan-06	00-00000	177	1.000000	$8.310000	1.472549	$2,165.93	$541.48	$343.10	$198.38	2,208	12.00%	$25.00	$140.16	$363.54
Feb-06	00-00000	131	1.000000	$7.190000	1.474026	$1,388.37	$347.09	$204.09	$143.00	2,177	12.00%	$25.00	$99.57	$267.57
Mar-06	00-00000	151	1.000000	$6.640000	1.424850	$1,428.61	$357.15	$215.16	$142.00	2,147	12.00%	$25.00	$97.47	$264.47
Apr-06	00-00000	177	1.000000	$6.600000	1.472689	$1,720.40	$430.10	$260.86	$169.24	2,116	12.00%	$25.00	$114.45	$308.69
May-06	00-00000	89	1.000000	$6.580000	1.472112	$862.10	$215.52	$235.05	-$19.53	2,086	12.00%	$0.00	$0.00	-$19.53
Jun-06	00-00000	149	1.000000	$5.690000	1.471243	$1,247.33	$311.83	$204.84	$107.00	2,055	12.00%	$25.00	$70.21	$202.21
Jul-06	00-00000	137	1.000000	$9.930000	1.437247	$1,955.25	$488.81	$216.28	$272.53	2,024	12.00%	$27.25	$176.06	$475.84
Aug-06	00-00000	155	1.000000	$9.560000	1.471910	$2,181.08	$545.27	$280.52	$264.75	1,994	12.00%	$26.47	$168.42	$459.64
Sep-06	00-00000	144	1.000000	$8.490000	1.464945	$1,790.98	$447.75	$257.73	$190.02	1,963	12.00%	$25.00	$118.95	$333.97
Oct-06	00-00000	149	1.000000	$6.720000	1.470476	$1,472.36	$368.09	$175.57	$192.53	1,933	12.00%	$25.00	$118.62	$336.15
Nov-06	00-00000	130	1.000000	$9.670000	1.475162	$1,854.43	$463.61	$248.34	$215.28	1,902	12.00%	$25.00	$130.44	$370.72
Dec-06	00-00000	88	1.000000	$10.790000	1.432000	$1,359.71	$339.93	$176.49	$163.45	1,871	12.00%	$25.00	$97.37	$285.82
Jan-07	00-00000	145	1.000000	$8.580000	1.470000	$1,828.83	$457.21	$256.62	$200.59	1,843	12.00%	$25.00	$117.65	$343.24
Feb-07	00-00000	114	1.000000	$9.800000	1.502101	$1,678.15	$419.54	$255.17	$164.37	1,812	12.00%	$25.00	$94.73	$284.10
Mar-07	00-00000	124	1.000000	$9.970000	1.468560	$1,815.55	$453.89	$249.95	$203.95	1,782	12.00%	$25.00	$115.53	$344.48
Apr-07	00-00000	123	1.000000	$9.820000	1.466809	$1,771.70	$442.92	$229.29	$213.64	1,751	12.00%	$25.00	$118.84	$357.48
May-07	00-00000	150	1.000000	$11.230000	1.467611	$2,472.19	$618.05	$297.74	$320.31	1,721	12.00%	$32.03	$175.02	$527.36
Jun-07	00-00000	158	1.000000	$11.160000	0.988936	$1,743.77	$435.94	$304.50	$131.44	1,690	12.00%	$25.00	$70.48	$226.92
Jul-07	00-00000	178	1.000000	$10.080000	1.471028	$2,639.38	$659.84	$297.81	$362.03	1,659	12.00%	$36.20	$190.44	$588.67
Aug-07	00-00000	132	1.000000	$7.580000	0.988937	$989.49	$247.37	$179.42	$67.95	1,629	12.00%	$25.00	$35.07	$128.02
Sep-07	00-00000	74	1.000000	$7.450000	0.986241	$543.71	$135.93	$112.72	$23.21	1,598	12.00%	$25.00	$11.74	$59.95
Oct-07	00-00000	123	1.000000	$8.370000	1.474576	$1,518.09	$379.52	$205.91	$173.62	1,568	12.00%	$25.00	$86.13	$284.75
Nov-07	00-00000	120	1.000000	$11.370000	1.472000	$2,008.40	$502.10	$222.45	$279.65	1,537	12.00%	$27.96	$135.89	$443.50
Dec-07	00-00000	122	1.000000	$14.950000	1.472000	$2,684.78	$671.20	$393.60	$277.61	1,506	12.00%	$27.76	$132.06	$437.43
Jan-08	00-00000	171	1.000000	$9.360000	1.472315	$2,356.53	$589.13	$323.07	$266.06	1,477	12.00%	$26.61	$124.03	$416.70
Feb-08	00-00000	120	1.000000	$8.340000	1.469725	$1,470.90	$367.73	$422.29	-$54.56	1,446	12.00%	$0.00	$0.00	-$54.56
Mar-08	00-00000	279	1.000000	$14.190000	1.472362	$5,829.10	$1,457.27	$652.53	$804.75	1,416	12.00%	$80.47	$359.03	$1,244.25
Apr-08	00-00000	279	1.000000	$15.010000	1.469865	$6,155.49	$1,538.87	$700.84	$838.04	1,385	12.00%	$83.80	$365.34	$1,287.18
May-08	00-00000	442	1.000000	$14.440000	1.471154	$9,389.61	$2,347.40	$1,328.71	$1,018.70	1,355	12.00%	$101.87	$434.05	$1,554.62
Jun-08	00-00000	478	1.000000	$13.180000	1.471783	$9,272.29	$2,318.07	$1,471.84	$846.24	1,324	12.00%	$84.62	$351.94	$1,282.80
Jul-08	00-00000	540	1.000000	$14.920000	1.470290	$11,845.83	$2,961.46	$1,817.54	$1,143.92	1,293	12.00%	$114.39	$464.09	$1,722.40
Aug-08	00-00000	612	1.000000	$10.710000	1.471138	$9,642.60	$2,410.65	$1,034.60	$1,376.05	1,263	12.00%	$137.61	$544.69	$2,058.35
Sep-08	00-00000	347	1.000000	$9.650000	1.470856	$4,925.23	$1,231.31	$477.32	$753.99	1,232	12.00%	$75.40	$290.77	$1,120.16
Oct-08	00-00000	499	1.000000	$10.040000	1.471087	$7,370.09	$1,842.52	$653.17	$1,189.35	1,202	12.00%	$118.93	$446.93	$1,755.21
Nov-08	00-00000	380	1.000000	$6.360000	1.471357	$3,555.98	$888.99	$365.27	$523.72	1,171	12.00%	$52.37	$191.47	$767.56
Dec-08	00-00000	501	1.000000	$8.860000	1.471569	$6,532.09	$1,633.02	$576.44	$1,056.58	1,140	12.00%	$105.66	$375.51	$1,537.75
Jan-09	00-00000	466	1.000000	$7.480000	1.469466	$5,122.09	$1,280.52	$527.64	$752.88	1,112	12.00%	$75.29	$260.64	$1,088.81
Feb-09	00-00000	462	1.000000	$5.660000	1.471452	$3,847.73	$961.93	$354.11	$607.82	1,081	12.00%	$60.78	$204.23	$872.83

Customer ID: C000045502
Invoice Numbe 12I00359
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Month / Year	**RRC Number**	**Gas Volume**	**Tract Participation Rate**	**Price**	**BTU**	**Gross Value** (1)x(2)x(3)x(4)	**Royalty Due** (5) * Royalty Rate	**Royalty Paid**	**Additional Royalty Due**	**Number of Days Late**	**Interest Rate For Additional Royalty**	**Penalty From Additional Royalty**	**Interest From Additional Royalty**	**Revenue Due** (8)+(11)+(12)
Mar-09	00-00000	513	1.000000	$5.590000	1.471452	$4,219.64	$1,054.91	$364.44	$690.47	1,051	12.00%	$69.05	$225.19	$984.71
Apr-09	00-00000	483	1.000000	$4.650000	1.470861	$3,303.48	$825.87	$271.99	$553.88	1,020	12.00%	$55.39	$175.00	$784.27
May-09	00-00000	476	1.000000	$4.670000	1.471118	$3,270.18	$817.54	$340.23	$477.32	990	12.00%	$47.73	$146.10	$671.15
Jun-09	00-00000	418	1.000000	$6.760000	1.471681	$4,158.50	$1,039.62	$292.48	$747.14	959	12.00%	$74.71	$221.07	$1,042.92
Jul-09	00-00000	524	1.000000	$4.570000	1.470630	$3,521.69	$880.42	$565.70	$314.72	928	12.00%	$31.47	$89.92	$436.11
Aug-09	00-00000	506	1.000000	$4.640000	1.525692	$3,582.08	$895.52	$601.64	$293.88	898	12.00%	$29.39	$81.06	$404.33
Sep-09	00-00000	431	1.000000	$5.080000	1.554717	$3,404.02	$851.01	$434.88	$416.13	867	12.00%	$41.61	$110.54	$568.28
Oct-09	00-00000	418	1.000000	$5.610000	1.586207	$3,719.62	$929.91	$533.68	$396.23	837	12.00%	$39.62	$101.35	$537.20
Nov-09	00-00000	439	1.000000	$5.080000	1.542220	$3,439.34	$859.83	$570.74	$289.09	806	12.00%	$28.91	$71.00	$389.00
Dec-09	00-00000	424	1.000000	$6.420000	1.546448	$4,209.56	$1,052.39	$583.43	$468.96	775	12.00%	$46.90	$110.39	$626.25
Jan-10	00-00000	416	1.000000	$7.440000	1.536360	$4,755.10	$1,188.77	$728.40	$460.37	747	4.25%	$46.04	$36.88	$543.29
Feb-10	00-00000	347	1.000000	$5.210000	1.597400	$2,887.89	$721.97	$565.77	$156.20	716	4.25%	$25.00	$11.95	$193.15
Mar-10	00-00000	429	1.000000	$5.080000	1.557971	$3,395.32	$848.83	$594.92	$253.91	686	4.25%	$25.39	$18.54	$297.84
Apr-10	00-00000	407	1.000000	$5.080000	1.470439	$3,040.22	$760.06	$493.90	$266.16	655	4.25%	$26.62	$18.47	$311.25
May-10	00-00000	419	1.000000	$5.080000	1.470439	$3,129.86	$782.46	$504.74	$277.72	625	4.25%	$27.77	$18.30	$323.79
Jun-10	00-00000	371	1.000000	$5.080000	1.470000	$2,770.48	$692.62	$426.78	$265.84	594	4.25%	$26.58	$16.56	$308.98
Jul-10	00-00000	393	1.000000	$5.080000	1.470439	$2,935.64	$733.91	$502.13	$231.78	563	4.25%	$25.00	$13.60	$270.38
Aug-10	00-00000	325	1.000000	$5.080000	1.470439	$2,427.69	$606.92	$417.83	$189.09	533	4.25%	$25.00	$10.44	$224.53
Sep-10	00-00000	429	1.000000	$5.080000	1.470439	$3,204.56	$801.14	$489.02	$312.12	502	4.25%	$31.21	$16.10	$359.43
Oct-10	00-00000	384	1.000000	$5.080000	1.470439	$2,868.41	$717.10	$493.82	$223.28	472	4.25%	$25.00	$10.74	$259.02
Nov-10	00-00000	365	1.000000	$5.080000	1.470439	$2,726.49	$681.62	$395.82	$285.80	441	4.25%	$28.58	$12.71	$327.09
Dec-10	00-00000	375	1.000000	$6.670000	1.471067	$3,679.51	$919.88	$33.50	$886.38	410	4.25%	$88.64	$36.23	$1,011.25
Jan-11	00-00000	346	1.000000	$6.540000	1.471143	$3,328.96	$832.24	$428.13	$404.11	382	4.25%	$40.41	$15.20	$459.72
Feb-11	00-00000	340	1.000000	$6.800000	1.471698	$3,402.57	$850.64	$433.39	$417.26	351	4.25%	$41.73	$14.19	$473.18
Mar-11	00-00000	365	1.000000	$6.510000	1.473242	$3,500.64	$875.16	$450.76	$424.40	321	4.25%	$42.44	$12.95	$479.79
Apr-11	03-23421	999	0.114100	$3.431000	1.470000	$574.90	$143.72	$132.48	$11.24	290	4.25%	$25.00	$0.30	$36.54
May-11	03-23421	1,132	0.114100	$3.399815	1.463187	$642.52	$160.63	$151.72	$8.91	260	4.25%	$25.00	$0.21	$34.12
Jun-11	03-23421	1,089	0.114100	$3.266092	1.469868	$596.51	$149.13	$145.22	$3.91	229	4.25%	$25.00	$0.08	$28.99
Jul-11	03-23421	1,168	0.114100	$3.409070	1.469690	$667.71	$166.93	$160.33	$6.60	198	4.25%	$25.00	$0.11	$31.71
Aug-11	03-23421	1,197	0.114100	$3.463709	1.469697	$695.26	$173.82	$164.25	$9.57	168	4.25%	$25.00	$0.12	$34.69
Apr-11	03-23286	587	0.175902	$7.262994	1.000000	$749.93	$187.48	$245.66	-$58.18	290	4.25%	$0.00	$0.00	-$58.18
May-11	03-23286	681	0.175902	$6.614444	1.000000	$792.34	$198.08	$262.04	-$63.96	260	4.25%	$0.00	$0.00	-$63.96
Jun-11	03-23286	634	0.175902	$7.530000	1.000000	$839.76	$209.94	$275.63	-$65.69	229	4.25%	$0.00	$0.00	-$65.69
Jul-11	03-23286	671	0.175902	$7.560000	1.000000	$892.31	$223.08	$293.32	-$70.24	198	4.25%	$0.00	$0.00	-$70.24
Aug-11	03-23286	644	0.175902	$7.436574	1.000000	$842.42	$210.60	$279.97	-$69.37	168	4.25%	$0.00	$0.00	-$69.37
May-11	03-25074	735	0.089178	$6.500000	1.000000	$426.05	$106.51	$66.60	$39.91	260	4.25%	$25.00	$0.93	$65.84
Jun-11	03-25074	712	0.089178	$7.410000	1.000000	$470.50	$117.62	$65.39	$52.23	229	4.25%	$25.00	$1.03	$78.26
Jul-11	03-25074	764	0.089178	$7.420000	1.000000	$505.54	$126.38	$73.30	$53.08	198	4.25%	$25.00	$0.86	$78.94
Aug-11	03-25074	825	0.089178	$7.336190	1.000000	$539.74	$134.93	$79.03	$55.90	168	4.25%	$25.00	$0.71	$81.61
TOTALS		40,599				$301,303.00	$75,325.73	$42,848.65	$32,477.08			$4,252.95	$15,837.59	$52,567.62

COMMENTS:

(1) VOLUME - REPRESENT COMBINED GAS (MCF) TRACT PARTICIPATION VOLUME REPORTED TO THE RRC FOR THE PERIOD OF SEPTEMBER 2001 THROUGH MARCH 2011. VOLUME WAS DERIVED BY MULTIPLYING SALES VOLUME TIMES TRACT PERCENTAGE FOR EACH WELL IN EACH UNIT. APRIL 2011 THROUGH AUGUST 2011 REPRESENTS SALE VOLUME PER WELL. EXTRACTION LOSS AND SHRINKAGE

Customer ID: C000045502
Invoice Numbe 12I00359 **Auditor/AE:** lward
GLO Lease: MF097710 **Billing Date:** 2/1/2012
GLO Review: CLAYTON WILLIAMS ENERGY, INC. **P&I Calculation Date:** 3/31/2012
Review Period: SEP 2001 Through AUG 2011 **Royalty Rate:** 25.00%

Month / Year	RRC Number	(1) Gas Volume	(2) Tract Participation Rate	(3) Price	(4) BTU	(5) Gross Value (1)x(2)x(3)x(4)	(6) Royalty Due (5) * Royalty Rate	(7) Royalty Paid	(8) Additional Royalty Due	(9) Number of Days Late	(10) Interest Rate For Additional Royalty	(11) Penalty From Additional Royalty	(12) Interest From Additional Royalty	(13) Revenue Due (8)+(11)+(12)

WAS SUBTRACTED FROM SALES VOLUME AS REPORTED. VOLUME INCLUDE RRC ID #23286, 23387, 23421, 25074, 25126, UNIT #2670, 2671, 2681, 3031, 4050, 4051, 4052, 4080.
MARCH 2011 AND PRIOR REPORTING PERIODS PRODUCTION REPORTED TO GLO WAS COMBINED IN ONE REPORT AND STARTING IN APRIL 2011 PRODUCTION BEGAN REPORTING PER WELL PER REPORT. GAS (MCF) SALES VOLUME USED DENOTES VOLUMES WHERE ROYALTY IS DUE BUT NOT PAID OR UNDERPAID.

(3) PRICE/BTU - REPRESENT THE PRICE/BTU REPORTED TO THE GLO ON GAS PRODUCTION REPORTS.

(7) ROYALTY PAID - REPRESENTS THE PAYMENTS REPORTED TO THE GLO. PAYMENTS WERE COMPARED WITH ROYALTY DUE AMOUNTS AND/OR PRODUCTION MONTH REPORTED FOR ALLOCATION OF PAYMENT.

(11 & 12) SEE ATTACHMENT III, SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION.

Customer ID: C000045502
Invoice Number: 12I00357
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

Month / Year	RRC Number	(1) Oil Volume	(2) Tract Participation Rate	(3) Price	(4) Gross Value (1)x(2)x(3)	(5) Royalty Due (4) * Royalty Rate	(6) Royalty Paid	(7) Additional Royalty Due	(8) Number of Days Late	(9) Interest Rate For Additional Royalty	(10) Penalty From Additional Royalty	(11) Interest From Additional Royalty	(12) Revenue Due (7)+(10)+(11)
Sep-01	00-00000	894.05	1.000000	$25.83	$23,093.31	$5,773.33	5,755.86	$17.47	3,799	12.00%	$25.00	$21.48	$63.95
Oct-01	00-00000	1,088.21	1.000000	$21.47	$23,360.00	$5,840.00	5,840.00	$0.00	3,769	12.00%	$0.00	$0.00	$0.00
Nov-01	00-00000	957.30	1.000000	$18.92	$18,112.12	$4,528.03	4,407.61	$120.42	3,738	12.00%	$25.00	$145.65	$291.07
Dec-01	00-00000	903.22	1.000000	$18.66	$16,856.88	$4,214.22	4,214.22	$0.00	3,707	12.00%	$0.00	$0.00	$0.00
Jan-02	00-00000	951.59	1.000000	$18.54	$17,642.28	$4,410.57	4,410.57	$0.00	3,679	12.00%	$0.00	$0.00	$0.00
Feb-02	00-00000	740.36	1.000000	$19.57	$14,485.36	$3,621.34	3,621.34	$0.00	3,648	12.00%	$0.00	$0.00	$0.00
Mar-02	00-00000	759.94	1.000000	$23.25	$17,665.24	$4,416.31	4,416.31	$0.00	3,618	12.00%	$0.00	$0.00	$0.00
Apr-02	00-00000	810.19	1.000000	$25.07	$20,309.80	$5,077.45	5,077.45	$0.00	3,587	12.00%	$0.00	$0.00	$0.00
May-02	00-00000	837.33	1.000000	$25.75	$21,564.20	$5,391.05	5,391.05	$0.00	3,557	12.00%	$0.00	$0.00	$0.00
Jun-02	00-00000	556.55	1.000000	$25.08	$13,958.27	$3,489.57	3,386.81	$102.76	3,526	12.00%	$25.00	$117.13	$244.89
Jul-02	00-00000	790.22	1.000000	$26.25	$20,743.28	$5,185.82	5,180.92	$4.90	3,495	12.00%	$0.00	$5.54	$10.44
Aug-02	00-00000	737.34	1.000000	$27.51	$20,284.22	$5,071.06	5,065.30	$5.76	3,465	12.00%	$0.00	$6.45	$12.21
Sep-02	00-00000	710.61	1.000000	$29.24	$20,778.24	$5,194.56	5,143.12	$51.44	3,434	12.00%	$25.00	$57.08	$133.52
Oct-02	00-00000	541.95	1.000000	$28.17	$15,266.73	$3,816.68	3,811.02	$5.66	3,404	12.00%	$0.00	$6.22	$11.88
Nov-02	00-00000	682.15	1.000000	$25.50	$17,394.83	$4,348.71	4,346.14	$2.57	3,373	12.00%	$0.00	$2.80	$5.37
Dec-02	00-00000	634.87	1.000000	$28.94	$18,373.14	$4,593.28	4,556.62	$36.66	3,342	12.00%	$25.00	$39.57	$101.23
Jan-03	00-00000	722.23	1.000000	$32.25	$23,291.92	$5,822.98	5,818.04	$4.94	3,314	12.00%	$0.00	$5.29	$10.23
Feb-03	00-00000	525.88	1.000000	$35.81	$18,831.76	$4,707.94	4,633.16	$74.78	3,283	12.00%	$25.00	$79.26	$179.04
Mar-03	00-00000	705.39	1.000000	$33.57	$23,679.94	$5,919.99	5,758.00	$161.99	3,253	12.00%	$25.00	$170.10	$357.09
Apr-03	00-00000	624.94	1.000000	$29.20	$18,248.25	$4,562.06	4,327.63	$234.43	3,222	12.00%	$25.00	$243.78	$503.21
May-03	00-00000	503.29	1.000000	$28.88	$14,535.02	$3,633.75	3,473.63	$160.12	3,192	12.00%	$25.00	$164.93	$350.05
Jun-03	00-00000	632.70	1.000000	$30.06	$19,018.96	$4,754.74	4,750.34	$4.40	3,161	12.00%	$0.00	$4.49	$8.89
Jul-03	00-00000	626.61	1.000000	$31.40	$19,675.55	$4,918.89	4,720.13	$198.76	3,130	12.00%	$25.00	$200.68	$424.44
Aug-03	00-00000	590.11	1.000000	$31.49	$18,582.56	$4,645.64	4,578.57	$67.07	3,100	12.00%	$25.00	$67.06	$159.13
Sep-03	00-00000	532.43	1.000000	$27.83	$14,817.53	$3,704.38	3,694.32	$10.06	3,069	12.00%	$25.00	$9.96	$45.02
Oct-03	00-00000	575.54	1.000000	$29.87	$17,191.38	$4,297.84	4,290.97	$6.87	3,039	12.00%	$0.00	$6.73	$13.60
Nov-03	00-00000	541.06	1.000000	$30.57	$16,540.20	$4,135.05	4,125.13	$9.92	3,008	12.00%	$25.00	$9.62	$44.54
Dec-03	00-00000	535.07	1.000000	$31.88	$17,058.03	$4,264.51	4,232.76	$31.75	2,977	12.00%	$25.00	$30.46	$87.21
Jan-04	00-00000	510.20	1.000000	$33.75	$17,219.25	$4,304.81	4,301.93	$2.88	2,948	12.00%	$0.00	$2.74	$5.62
Feb-04	00-00000	522.32	1.000000	$34.25	$17,889.46	$4,472.37	4,448.19	$24.18	2,917	12.00%	$25.00	$22.72	$71.90
Mar-04	00-00000	590.67	1.000000	$37.12	$21,925.67	$5,481.42	5,339.28	$142.14	2,887	12.00%	$25.00	$132.16	$299.30
Apr-04	00-00000	446.84	1.000000	$36.74	$16,416.90	$4,104.23	4,030.11	$74.12	2,856	12.00%	$25.00	$68.16	$167.28
May-04	00-00000	531.54	1.000000	$40.06	$21,293.49	$5,323.37	5,280.00	$43.37	2,826	12.00%	$25.00	$39.45	$107.82
Jun-04	00-00000	425.79	1.000000	$37.63	$16,022.48	$4,005.62	3,991.48	$14.14	2,795	12.00%	$25.00	$12.72	$51.86
Jul-04	00-00000	418.18	1.000000	$40.32	$16,861.02	$4,215.25	4,208.14	$7.11	2,764	12.00%	$0.00	$6.32	$13.43
Aug-04	00-00000	553.44	1.000000	$44.38	$24,561.67	$6,140.42	6,130.97	$9.45	2,734	12.00%	$25.00	$8.31	$42.76
Sep-04	00-00000	394.37	1.000000	$45.56	$17,967.50	$4,491.87	4,474.57	$17.30	2,703	12.00%	$25.00	$15.04	$57.34
Oct-04	00-00000	498.82	1.000000	$52.61	$26,242.92	$6,560.73	6,548.60	$12.13	2,673	12.00%	$25.00	$10.42	$47.55
Nov-04	00-00000	407.55	1.000000	$48.55	$19,786.55	$4,946.64	4,880.85	$65.79	2,642	12.00%	$25.00	$55.87	$146.66

Customer ID: C000045502
Invoice Number: 12I00357
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

Month / Year	RRC Number	(1) Oil Volume	(2) Tract Participation Rate	(3) Price	(4) Gross Value (1)x(2)x(3)	(5) Royalty Due (4) * Royalty Rate	(6) Royalty Paid	(7) Additional Royalty Due	(8) Number of Days Late	(9) Interest Rate For Additional Royalty	(10) Penalty From Additional Royalty	(11) Interest From Additional Royalty	(12) Revenue Due (7)+(10)+(11)
Dec-04	00-00000	485.26	1.000000	$42.77	$20,754.57	$5,188.64	5,178.18	$10.46	2,611	12.00%	$25.00	$8.78	$44.24
Jan-05	00-00000	419.20	1.000000	$46.43	$19,463.46	$4,865.86	4,857.29	$8.57	2,583	12.00%	$0.00	$7.11	$15.68
Feb-05	00-00000	430.23	1.000000	$47.65	$20,500.46	$5,125.11	5,115.01	$10.10	2,552	12.00%	$25.00	$8.28	$43.38
Mar-05	00-00000	445.61	1.000000	$54.20	$24,152.06	$6,038.02	6,030.31	$7.71	2,522	12.00%	$0.00	$6.24	$13.95
Apr-05	00-00000	321.61	1.000000	$52.79	$16,977.79	$4,244.45	4,239.20	$5.25	2,491	12.00%	$0.00	$4.20	$9.45
May-05	00-00000	337.67	1.000000	$49.45	$16,697.78	$4,174.45	4,171.41	$3.04	2,461	12.00%	$0.00	$2.40	$5.44
Jun-05	00-00000	413.87	1.000000	$55.99	$23,172.58	$5,793.15	5,786.57	$6.58	2,430	12.00%	$0.00	$5.13	$11.71
Jul-05	00-00000	344.81	1.000000	$57.64	$19,874.16	$4,968.54	4,968.54	$0.00	2,399	12.00%	$0.00	$0.00	$0.00
Aug-05	00-00000	362.57	1.000000	$63.62	$23,066.60	$5,766.65	5,766.65	$0.00	2,369	12.00%	$0.00	$0.00	$0.00
Sep-05	00-00000	366.87	1.000000	$64.16	$23,539.04	$5,884.76	5,884.76	$0.00	2,338	12.00%	$0.00	$0.00	$0.00
Oct-05	00-00000	303.48	1.000000	$60.88	$18,476.84	$4,619.21	4,619.21	$0.00	2,308	12.00%	$0.00	$0.00	$0.00
Nov-05	00-00000	378.31	1.000000	$57.71	$21,832.27	$5,458.07	5,386.43	$71.64	2,277	12.00%	$25.00	$52.24	$148.88
Dec-05	00-00000	248.74	1.000000	$58.12	$14,456.77	$3,614.19	3,610.77	$3.42	2,246	12.00%	$0.00	$2.46	$5.88
Jan-06	00-00000	470.80	1.000000	$64.17	$30,211.24	$7,552.81	7,525.48	$27.33	2,218	12.00%	$25.00	$19.40	$71.73
Feb-06	00-00000	326.49	1.000000	$60.59	$19,782.03	$4,945.51	4,942.01	$3.50	2,187	12.00%	$0.00	$2.45	$5.95
Mar-06	00-00000	375.03	1.000000	$61.60	$23,100.88	$5,775.22	5,775.22	$0.00	2,157	12.00%	$0.00	$0.00	$0.00
Apr-06	00-00000	331.68	1.000000	$68.78	$22,812.80	$5,703.20	5,703.20	$0.00	2,126	12.00%	$0.00	$0.00	$0.00
May-06	00-00000	360.01	1.000000	$69.57	$25,046.72	$6,261.68	6,261.68	$0.00	2,096	12.00%	$0.00	$0.00	$0.00
Jun-06	00-00000	374.23	1.000000	$69.60	$26,046.47	$6,511.62	6,511.62	$0.00	2,065	12.00%	$0.00	$0.00	$0.00
Jul-06	00-00000	374.86	1.000000	$72.85	$27,308.55	$6,827.14	6,819.38	$7.76	2,034	12.00%	$0.00	$5.04	$12.80
Aug-06	00-00000	332.39	1.000000	$71.42	$23,740.32	$5,935.08	5,935.08	$0.00	2,004	12.00%	$0.00	$0.00	$0.00
Sep-06	00-00000	330.48	1.000000	$62.21	$20,560.20	$5,140.05	5,140.05	$0.00	1,973	12.00%	$0.00	$0.00	$0.00
Oct-06	00-00000	287.23	1.000000	$57.46	$16,503.48	$4,125.87	4,125.87	$0.00	1,943	12.00%	$0.00	$0.00	$0.00
Nov-06	00-00000	358.69	1.000000	$57.72	$20,702.76	$5,175.69	5,175.69	$0.00	1,912	12.00%	$0.00	$0.00	$0.00
Dec-06	00-00000	231.15	1.000000	$60.41	$13,963.28	$3,490.82	3,490.82	$0.00	1,881	12.00%	$0.00	$0.00	$0.00
Jan-07	00-00000	373.32	1.000000	$53.00	$19,785.80	$4,946.45	4,946.45	$0.00	1,853	12.00%	$0.00	$0.00	$0.00
Feb-07	00-00000	330.45	1.000000	$57.70	$19,066.27	$4,766.57	4,766.57	$0.00	1,822	12.00%	$0.00	$0.00	$0.00
Mar-07	00-00000	262.27	1.000000	$59.10	$15,500.16	$3,875.04	3,871.50	$3.54	1,792	12.00%	$0.00	$2.02	$5.56
Apr-07	00-00000	372.10	1.000000	$62.36	$23,205.48	$5,801.37	5,801.37	$0.00	1,761	12.00%	$0.00	$0.00	$0.00
May-07	00-00000	341.74	1.000000	$61.84	$21,134.88	$5,283.72	5,283.72	$0.00	1,731	12.00%	$0.00	$0.00	$0.00
Jun-07	00-00000	252.70	1.000000	$65.85	$16,640.30	$4,160.07	4,156.87	$3.20	1,700	12.00%	$0.00	$1.73	$4.93
Jul-07	00-00000	257.48	1.000000	$72.71	$18,722.60	$4,680.65	4,680.65	$0.00	1,669	12.00%	$0.00	$0.00	$0.00
Aug-07	00-00000	298.22	1.000000	$71.38	$21,286.94	$5,321.74	5,289.67	$32.07	1,639	12.00%	$25.00	$16.66	$73.73
Sep-07	00-00000	776.27	1.000000	$78.72	$61,107.97	$15,276.99	9,325.99	$5,951.00	1,608	12.00%	$595.10	$3,030.61	$9,576.71
Oct-07	00-00000	1,030.49	1.000000	$86.62	$89,261.04	$22,315.26	12,971.89	$9,343.37	1,578	12.00%	$934.34	$4,666.05	$14,943.76
Nov-07	00-00000	1,181.48	1.000000	$96.03	$113,457.52	$28,364.38	23,516.03	$4,848.35	1,547	12.00%	$484.84	$2,371.84	$7,705.03
Dec-07	00-00000	1,677.86	1.000000	$92.40	$155,034.26	$38,758.57	38,421.43	$337.14	1,516	12.00%	$33.71	$161.49	$532.34
Jan-08	00-00000	1,518.71	1.000000	$92.54	$140,541.42	$35,135.36	35,048.83	$86.53	1,487	12.00%	$25.00	$40.62	$152.15
Feb-08	00-00000	1,458.76	1.000000	$94.75	$138,217.51	$34,670.59	34,670.59	$0.00	1,456	12.00%	$0.00	$0.00	$0.00

Customer ID: C000045502
Invoice Number: 12I00357
GLO Lease: MF097710
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Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

Month / Year	RRC Number	(1) Oil Volume	(2) Tract Participation Rate	(3) Price	(4) Gross Value (1)x(2)x(3)	(5) Royalty Due (4) * Royalty Rate	(6) Royalty Paid	(7) Additional Royalty Due	(8) Number of Days Late	(9) Interest Rate For Additional Royalty	(10) Penalty From Additional Royalty	(11) Interest From Additional Royalty	(12) Revenue Due (7)+(10)+(11)
Mar-08	00-00000	1,390.68	1.000000	$105.15	$146,226.92	$36,556.73	36,556.73	$0.00	1,426	12.00%	$0.00	$0.00	$0.00
Apr-08	00-00000	1,192.81	1.000000	$112.86	$134,620.54	$33,655.13	33,532.62	$122.51	1,395	12.00%	$25.00	$53.81	$201.32
May-08	00-00000	1,486.97	1.000000	$125.88	$187,179.78	$46,794.95	46,857.66	-$62.71	1,365	12.00%	$0.00	$0.00	-$62.71
Jun-08	00-00000	1,745.95	1.000000	$137.50	$240,061.96	$60,015.49	60,015.49	$0.00	1,334	12.00%	$0.00	$0.00	$0.00
Jul-08	00-00000	1,653.72	1.000000	$137.33	$227,104.04	$56,776.01	56,776.01	$0.00	1,303	12.00%	$0.00	$0.00	$0.00
Aug-08	00-00000	1,178.75	1.000000	$114.85	$135,379.44	$33,844.86	34,729.16	-$884.30	1,273	12.00%	$0.00	$0.00	-$884.30
Sep-08	00-00000	1,056.47	1.000000	$102.98	$108,795.28	$27,198.82	27,826.56	-$627.74	1,242	12.00%	$0.00	$0.00	-$627.74
Oct-08	00-00000	1,091.51	1.000000	$76.02	$82,976.59	$20,744.15	21,248.73	-$504.58	1,212	12.00%	$0.00	$0.00	-$504.58
Nov-08	00-00000	909.27	1.000000	$56.44	$51,319.20	$12,829.80	13,122.57	-$292.77	1,181	12.00%	$0.00	$0.00	-$292.77
Dec-08	00-00000	976.19	1.000000	$39.17	$38,237.36	$9,559.34	9,836.58	-$277.24	1,150	12.00%	$0.00	$0.00	-$277.24
Jan-09	00-00000	903.01	1.000000	$39.17	$35,370.90	$8,842.73	8,511.00	$331.73	1,122	12.00%	$33.17	$115.93	$480.83
Feb-09	00-00000	823.63	1.000000	$42.64	$35,119.58	$8,779.90	7,004.69	$1,775.21	1,091	12.00%	$177.52	$602.31	$2,555.04
Mar-09	00-00000	873.06	1.000000	$47.84	$41,767.19	$10,441.80	9,541.47	$900.33	1,061	12.00%	$90.03	$296.59	$1,286.95
Apr-09	00-00000	765.68	1.000000	$55.60	$42,571.81	$10,642.95	9,330.18	$1,312.77	1,030	12.00%	$131.28	$419.08	$1,863.13
May-09	00-00000	744.45	1.000000	$67.47	$50,228.04	$12,557.01	10,891.08	$1,665.93	1,000	12.00%	$166.59	$515.39	$2,347.91
Jun-09	00-00000	678.71	1.000000	$67.42	$45,758.63	$11,439.66	11,713.87	-$274.21	969	12.00%	$0.00	$0.00	-$274.21
Jul-09	00-00000	842.47	1.000000	$68.70	$57,877.69	$14,469.42	13,459.90	$1,009.52	938	12.00%	$100.95	$291.74	$1,402.21
Aug-09	00-00000	623.95	1.000000	$68.76	$42,902.80	$10,725.70	11,004.14	-$278.44	908	12.00%	$0.00	$0.00	-$278.44
Sep-09	00-00000	713.99	1.000000	$74.07	$52,885.24	$13,221.31	12,219.48	$1,001.83	877	12.00%	$100.18	$269.42	$1,371.43
Oct-09	00-00000	505.54	1.000000	$76.66	$38,754.70	$9,688.67	9,501.16	$187.51	847	12.00%	$25.00	$48.58	$261.09
Nov-09	00-00000	726.40	1.000000	$73.40	$53,317.76	$13,329.44	14,231.85	-$902.41	816	12.00%	$0.00	$0.00	-$902.41
Dec-09	00-00000	606.19	1.000000	$75.44	$45,730.97	$11,432.74	11,247.58	$185.16	785	12.00%	$25.00	$44.19	$254.35
Jan-10	00-00000	688.09	1.000000	$77.31	$53,194.86	$13,298.72	13,281.59	$17.13	757	4.25%	$25.00	$1.39	$43.52
Feb-10	00-00000	539.57	1.000000	$79.74	$43,025.31	$10,756.33	10,376.57	$379.76	726	4.25%	$37.98	$29.49	$447.23
Mar-10	00-00000	526.24	1.000000	$83.10	$43,730.54	$10,932.64	10,686.84	$245.80	696	4.25%	$25.00	$18.23	$289.03
Apr-10	00-00000	693.28	1.000000	$85.02	$58,941.64	$14,735.41	14,735.41	$0.00	665	4.25%	$0.00	$0.00	$0.00
May-10	00-00000	547.56	1.000000	$72.14	$39,500.98	$9,875.24	10,092.10	-$216.86	635	4.25%	$0.00	$0.00	-$216.86
Jun-10	00-00000	517.35	1.000000	$73.88	$38,221.82	$9,555.45	10,092.10	-$536.65	604	4.25%	$0.00	$0.00	-$536.65
Jul-10	00-00000	490.51	1.000000	$75.09	$36,832.40	$9,208.10	9,279.20	-$71.10	573	4.25%	$0.00	$0.00	-$71.10
Aug-10	00-00000	480.69	1.000000	$76.62	$36,830.08	$9,207.52	9,207.52	$0.00	543	4.25%	$0.00	$0.00	$0.00
Sep-10	00-00000	515.75	1.000000	$79.40	$40,950.55	$10,237.64	9,747.99	$489.65	512	4.25%	$48.97	$25.83	$564.45
Oct-10	00-00000	482.14	1.000000	$82.16	$39,612.62	$9,903.16	9,748.64	$154.52	482	4.25%	$25.00	$7.61	$187.13
Nov-10	00-00000	491.23	1.000000	$87.17	$42,820.52	$10,705.13	10,295.20	$409.93	451	4.25%	$40.99	$18.71	$469.63
Dec-10	00-00000	515.89	1.000000	$89.41	$46,124.32	$11,531.08	11,531.08	$0.00	420	4.25%	$0.00	$0.00	$0.00
Jan-11	00-00000	487.08	1.000000	$87.44	$42,590.28	$10,647.57	8,570.19	$2,077.38	392	4.25%	$207.74	$80.55	$2,365.67
Feb-11	00-00000	376.18	1.000000	$98.35	$36,997.30	$9,249.33	6,899.50	$2,349.83	361	4.25%	$234.98	$82.63	$2,667.44
Mar-11	00-00000	449.50	1.000000	$95.08	$42,738.46	$10,684.62	8,734.71	$1,949.91	331	4.25%	$194.99	$61.76	$2,206.66
TOTALS		73,444.43			$4,659,549.28	$1,165,003.58	$1,130,870.28	$34,133.30			$4,488.36	$15,166.18	$53,787.84

Customer ID: C000045502
Invoice Number: 12I00357
GLO Lease: MF097710
GLO Review: CLAYTON WILLIAMS ENERGY, INC.
Review Period: SEP 2001 Through AUG 2011

Auditor/AE: lward
Billing Date: 2/1/2012
P&I Calculation Date: 3/31/2012
Royalty Rate: 25.00%

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Month / Year	**RRC Number**	**Oil Volume**	**Tract Participation Rate**	**Price**	**Gross Value** (1)x(2)x(3)	**Royalty Due** (4) * Royalty Rate	**Royalty Paid**	**Additional Royalty Due**	**Number of Days Late**	**Interest Rate For Additional Royalty**	**Penalty From Additional Royalty**	**Interest From Additional Royalty**	**Revenue Due** (7)+(10)+(11)

COMMENTS:

(1) VOLUME - REPRESENT COMBINED OIL (BBLS) TRACT PARTICIPATION VOLUME REPORTED TO THE RRC FOR THE PERIOD OF SEPTEMBER 2001 THROUGH MARCH 2011. VOLUME WAS DERIVED BY MULTIPLYING SALES VOLUME TIMES TRACT PERCENTAGE FOR EACH WELL IN EACH UNIT. APRIL 2011 THROUGH AUGUST 2011 REPRESENTS SALE VOLUME PER WELL. EXTRACTION LOSS AND SHRINKAGE WAS SUBTRACTED FROM SALES VOLUME AS REPORTED. VOLUME INCLUDE RRC ID #23286, 23387, 23421, 25074, 25126, UNIT #2670, 2671, 2681, 3031, 4050, 4051, 4052, 4080. MARCH 2011 AND PRIOR REPORTING PERIODS PRODUCTION REPORTED TO GLO WAS COMBINED IN ONE REPORT AND STARTING IN APRIL 2011 PRODUCTION BEGAN REPORTING PER WELL PER REPORT. OIL (BBLS) SALES VOLUME USED DENOTES VOLUMES WHERE ROYALTY IS DUE BUT NOT PAID OR UNDERPAID.

(3) PRICE - REPRESENT THE PRICE REPORTED TO THE GLO ON PRODUCTION OIL REPORTS.

(6) ROYALTY PAID - REPRESENTS THE PAYMENTS REPORTED TO THE GLO. PAYMENTS WERE COMPARED WITH ROYALTY DUE AMOUNTS AND/OR PRODUCTION REPORTED FOR ALLOCATION OF PAYMENT.

(10 & 11) SEE ATTACHMENT III, SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATION. PENALTY WAS REMOVED FROM AMOUNTS ALL SMALL ROYALTY DUE AMOUNTS UNDER $10.00.

(32)

File No. MF097710
Billing to Clayton Williams
from: JFSO

Date Filed: _____

Jerry E. Patterson, Commissioner

By _____

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 22, 2016

TreadStone Energy Partners
Attn: Leandro Vargas, Jr.
106 Vintage Park Blvd., Ste 100
Houston, Texas 77070

Re: GLO Assignment ID #10104 Milam County
MF-097710, MF-098474, MF-098524, MF-098525, MF-099010 and MF-099118

Dear Mr. Vargas:

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

> Assignment and Bill of Sale, effective 07/01/16 from Anadarko E&P Onshore LLC, Assignor to Treadstone Energy Partners II, LLC, Assignee. Filed for record under Vol. 1289, Pg. 210.

Filing fees in the amount of $150.00 were received in connection with the above assignment.

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

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

TREADSTONE
ENERGY PARTNERS

106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

Leandro Vargas, Jr.
Land Manager & Legal Counsel
Telephone: 713-482-2987
Facsimile: 713-482-2992

ID 10104
ID 10105

November 17, 2016

Texas General Land Office
Energy Resources/Mineral Leasing
Attn: Carl Bonn
1700 North Congress, Rm 847B
Austin, Texas 78701

RE: Assignment Filing

Dear Mr. Bonn:

Enclosed for your records and further handling are certified copies of two conveyance documents whereby Anadarko assigned its interest, limited to depths located from the surface of the earth to the base of the Georgetown formation, in the GLO Leases noted in the attached Exhibit "A". You will also find a check for the appropriate filing fees.

If you have any further questions or requirements you are requested to immediately contact the undersigned at 713.482.2987.

Sincerely,

Leandro Vargas, Jr.
Land Manager

179

17703849 1057

EZShield™ Check Fraud Protection for Business

TREADSTONE ENERGY PARTNERS OPERATING LLC
106 VINTAGE PARK BLVD STE 100
HOUSTON, TX 77070

32-1432-1110

DATE 1-17-2016

PAY TO THE ORDER OF Texas General Land Office $ 200 no/100

Two Hundred and no/100 DOLLARS

Security Features Included. Details on Back.

BANK OF TEXAS
www.bankoftexas.com

FOR Hearne Assignments

Paul McCabe

MP

⑈001057⑈ ⑆[redacted]

EXHIBIT "A"

1. State of Texas Lease – Mineral File # 99118 – Milam County, Texas
2. State of Texas Lease – Mineral File # 96731 – Robertson County, Texas
3. State of Texas Lease – Mineral File # 97710 – Milam County, Texas
4. State of Texas Lease – Mineral File # 98474 – Milam County, Texas
5. State of Texas Lease – Mineral File # 98524 – Milam County, Texas
6. State of Texas Lease – Mineral File # 98525 – Milam County, Texas
7. State of Texas Lease – Mineral File # 99010 – Milam County, Texas
8. State of Texas Lease – Mineral File # 102632 – Robertson County, Texas

ID 10104

eff 7-1-16

7715

MF-097710
098474
098524
098525
099010
099118

all

Assignment and Bill of Sale

STATE OF TEXAS §
§
COUNTY OF MILAM §

This Conveyance (this "Conveyance") dated August 31, 2016 (the "Execution Date"), is made to be effective as of 7:00 a.m. local time, where the respective Assets (as defined below) are located, on July 1, 2016 (the "Effective Time"), by and between ANADARKO E&P ONSHORE LLC, a Delaware limited liability company ("Assignor") with offices at 1201 Lake Robbins Drive, The Woodlands, TX 77380, and TREADSTONE ENERGY PARTNERS II, LLC, a Delaware limited liability company ("Assignee") with offices at 106 Vintage Park Blvd., Suite 100, Houston, Texas 77070. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Reference is hereby made to that certain Purchase and Sale Letter Agreement, dated as of August 1, 2016 (as amended, restated, modified, or supplemented from time to time, the "Purchase Agreement"), by and between Assignor and Assignee.

ARTICLE 1

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, Assignor does, subject to the reservations, covenants, terms and conditions of this Conveyance and with effect as of the Effective Time, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, all right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (but excluding the Excluded Assets) (collectively, the "Assets"):

a. All of the oil and gas leases; oil, gas, and mineral leases; subleases and other leaseholds; operating rights, and any contractual rights to production relating thereto; carried interests; farmout rights; options; and other properties and interests described on **Exhibit A** attached hereto and made a part hereof (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the lands described on **Exhibit A-1** and/or the lands covered by the Leases, or the lands currently pooled, unitized, communitized or consolidated therewith (collectively, the "Lands");

i. All right, title and interest of Assignor in and to all of the oil and gas leases, subleases and other leaseholds, carried interests, farmout rights, options, and other properties and interests described on Exhibit C, subject to such depth limitations and other restrictions as described herein and as may be set forth on Exhibit C (collectively, the "**Other Leases**"), together with each and every kind and character of right, title, claim, and interest that Seller has in and to the Other Leases. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER EXPRESSLY DISCLAIMS AND PURCHASER HEREBY WAIVES, ANY REPRESENTATION AND WARRANTY, INCLUDING WARRANTIES OF TITLE, MADE PURSUANT TO SECTION 12 OF THE PURCHASE AGREEMENT AND ARTICLE 2 OF THIS ASSIGNMENT, INSOFAR AND

VOL. 1289 PAGE 210
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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10 DAY OF Nov 20 16
PAGE 1 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

91.91.11

ONLY INSOFAR AS IT APPLIES TO THE OTHER LEASES DESCRIBED IN THIS SECTION 1(a)(i) AND LISTED ON EXHIBIT C.

b. All oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or abandoned, including the working and net revenue interests in the wells shown on Exhibit A-2 attached hereto (the "**Wells**");

c. All interest of Assignor in or to any currently existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on Exhibit A-1 attached hereto (the "**Units**"; and collectively with the Leases, Lands and Wells, the "**Properties**"), and including all interest of Assignor in production of hydrocarbons from any such Unit, whether such Unit production of hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

d. All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent applicable to the Properties rather than Assignor's other properties, including but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, to the extent applicable to the Properties or the production of hydrocarbons produced in association therewith from the Properties, including but not limited to those identified on Exhibit A-3 attached hereto (the "**Contracts**"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to the Execution Date and provided that "Contracts" shall not include the instruments constituting the Leases;

e. All transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements identified on Exhibit A-4 ("Commodity Contracts"), but only to the extent applicable to the Properties or the production of hydrocarbons produced in association therewith from the Properties.

f. All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (the "**Surface Contracts**") appurtenant to, and used or held for use primarily in connection with the Properties, including but not limited to those identified on Exhibit A-5 attached hereto but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Execution Date;

g. All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties (the "**Equipment**");

h. All flow lines, salt water disposal lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, primarily in connection with the operation of the Properties (the "**Pipelines**");

i. All hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time (as defined below), together with over-production of hydrocarbons or under-production of hydrocarbons or over-deliveries or under-deliveries with respect to

VOL. 1289 PAGE 211
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 2 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

91.91.11

hydrocarbons produced from or allocated to the Assets, regardless of whether such arise at the wellhead, pipeline, gathering system, transportation or other location associated with the Properties;

j. Electronic copies of all lease files, land files, well files; gas and oil sales contract files; gas processing files; division order files, abstracts, title opinions, land surveys, non-confidential logs, maps, and other books, records, data, files, and accounting records, in each case to the extent directly related to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Execution Date, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "**Records**"); and

k. To the extent Assignor has the right to grant such, a subsurface easement, for purposes of drilling rathole, of one-hundred fifty (150) feet below the stratigraphic equivalent of the base of the Georgetown formation being the same formation identified and located at a subsurface depth of 6,679' in the Gamma Ray Log for the Clayton Williams Energy, Inc. J.C. Fazzino Unit #2 well, API 4239530583, located in Robertson County.

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Conveyance, and the Parties agree that as of this Assignment, Assignee hereby assumes and agrees to promptly and timely pay and/or perform all of the duties and obligations associated with the Assets conveyed herein.Assignee Purchaser hereby agrees to indemnify and hold Assignor harmless from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, incurred in connection with, or arising or asserted with respect to said Assets.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Conveyance, the Assets shall not include, and there is excepted, reserved and excluded from this Conveyance (collectively, the "**Excluded Assets**"):

(a) all corporate, financial, income and franchise tax and legal records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets;

(b) all geological and geophysical data (including all seismic data, including reprocessed data) and to the extent not expressly included in Section 1(i), all logs, interpretive data, technical evaluations, technical outputs, reserve estimates and economic estimates;

(c) all rights to any refund of taxes or other costs or expenses borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

VOL. 1289 PAGE 212
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 3 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

(e) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(f) all royalties, overriding royalties, and net profits interests of Assignor; provided however, only to the extent such interests are not associated with Assignor's interest in the Properties;

(g) all right, title and interest of Assignor in and to vehicles or rolling stock used in connection with the Assets;

(h) all rights, titles, claims and interests of Assignor or any affiliate of Assignor (i) to or under any policy or agreement of insurance or any insurance proceeds, save and except for any insurance proceeds attributable to any claim for which Assignee has accepted a tender to indemnify Assignor pursuant to the Purchase Agreement, and (ii) to or under any bond or bond proceeds;

(i) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Assignor or any affiliate of Assignor or any business of Assignor or of any affiliate of Assignor; and

(j) all of Assignor's interest in and to the Lands located at a subsurface depth below the stratigraphic equivalent of the base of the Georgetown formation being the same formation identified and located at a subsurface depth of 6,679' in the Gamma Ray Log for the Clayton Williams Energy, Inc. J.C. Fazzino Unit #2 well, API 4239530583, located in Robertson County, Texas, subject to the subsurface easement granted in Section 1.1(l) hereinabove.

ARTICLE 2
SPECIAL WARRANTY AND DISCLAIMERS

Section 2.1 Special Warranty of Title. Assignor hereby agrees to warrant and defend defensible title to the Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Assignor but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under assignor under applicable laws. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS **SECTION 2.1**, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR"S TITLE TO ANY OF THE ASSETS.

Section 2.2 Subrogation. Assignor hereby assigns to Assignee, its successors and assigns, all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

VOL. 1289 PAGE 213
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 4 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

91.91.11

Section 2.3 Disclaimers of Warranties and Representations.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS CONVEYANCE AND THE PURCHASE AGREEMENT, (I) ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, RELATING TO THE ASSETS AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF EITHER ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY REPRESENTED IN THIS CONVEYANCE AND THE PURCHASE AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS CONVEYANCE OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS MATERIALS OR NORM INTO THE ENVIRONMENT OR THE

VOL. 1289 PAGE 214
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 5 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS CONVEYANCE OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

ARTICLE 3
MISCELLANEOUS

Section 3.1 Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute, acknowledge and deliver all such further instruments of conveyance and transfer and take such other actions as may be reasonably requested by the other Party for carrying out the purposes and intents of this Conveyance.

Section 3.2 Governing Law. **THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.**

Section 3.3 Successors and Assigns. This Conveyance shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.4 Counterparts. This Conveyance may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument. Each Party's delivery of an executed counterpart signature page by facsimile (or email) is as effective as executing and delivering this Conveyance in the presence of the other Party. No Party shall be bound until such time as all of the Parties have executed counterparts of this Conveyance. To facilitate recordation or filing of this Conveyance, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Conveyance that describe property in that county or under the jurisdiction of that agency or office. Complete copies of this Conveyance containing the entire Exhibits have been retained by Assignor and Assignee.

[*Signature Page Follows*]

VOL. 1289 PAGE 215
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 6 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Lynda Hall

IN WITNESS WHEREOF, this Conveyance has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

ANADARKO E&P ONSHORE LLC

By: _____
Name: Michael A. Nixson
Title: Land Director RAH

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This Conveyance was acknowledged before me on this 31st day of August, 2016, by Michael A. Nixson as Land Director of ANADARKO E&P ONSHORE LLC, a Delaware limited liability company, on behalf of said limited liability company.

JOY M DRAKE
Notary Public, State of Texas
Comm. Expires 04-01-2017
Notary ID 12526528-3

Joy M. Drake

Printed Name: [Joy M. Drake]

Notary Public for the State of [TEXAS]
County of [MONTGOMERY]
Commission No: [_____]

VOL: 1289 PAGE 216
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Signature Page to Conveyance

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 2016
PAGE 7 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Lynda Hale

91.91.11

ASSIGNEE:

TREADSTONE ENERGY PARTNERS II, LLC

By: _____
Name: Frank A. McCorkle
Title: President

for HS

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ~~HARRIS~~ MONTGOMERY §

This Conveyance was acknowledged before me on this 31st day of August, 2016, by Frank A. McCorkle as President of TreadStone Energy Partners II, LLC, on behalf of said entity.

JOY M DRAKE
Notary Public, State of Texas
Comm. Expires 04-01-2017
Notary ID 12526528-3

[Joy M. Drake]
Printed Name: [Joy M. Drake]

Notary Public for the State of [TEXAS]
County of [MONTGOMERY]
Commission No: [ ]

VOL. 1289 PAGE 217
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 8 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

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Exhibit A

Leases

[See Attached]

VOL. 1289 PAGE 218
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 9 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

11:31:11

VOL. 1289 PAGE 219
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284479000	RAYMOND L SLAY ET UX	UNION PACIFIC RESOURCES COMPANY	06/08/1993	Lease	677	685	11835		Texas	Milam
1284480000	F H YOUNG ET UX	UNION PACIFIC RESOURCES COMPANY	06/03/1993	Lease	679	625	12301		Texas	Milam
1284481000	CHARLES THOMAS STUBBS JR	UNION PACIFIC RESOURCES COMPANY	08/30/1993	Lease	682	127	12943		Texas	Milam
1284482000	DORIS BAIN GARRETT	UNION PACIFIC RESOURCES COMPANY	10/01/1993	Lease	684	117	13392		Texas	Milam
1284483000	MARY NEIL POWELL	UNION PACIFIC RESOURCES COMPANY	10/04/1993	Lease	684	120	13393		Texas	Milam
1284484000	LUCIAN C BAIN	UNION PACIFIC RESOURCES COMPANY	10/05/1993	Lease	684	123	13394		Texas	Milam
1284485000	JAMES R STUBBS ET AL	UNION PACIFIC RESOURCES COMPANY	10/06/1993	Lease	687	706	14280		Texas	Milam
1284486000	FRANK A EALAND FAMILY TRUST	UNION PACIFIC RESOURCES COMPANY	03/11/1994	Lease	693	632	15719		Texas	Milam
1284487000	GLENN D SUPAK ET UX	UNION PACIFIC RESOURCES COMPANY	04/03/1995	Lease	706	846	19048		Texas	Milam
1284488000	PATRICIA M LINDSEY	UNION PACIFIC RESOURCES COMPANY	11/01/1995	Lease	717	325	21565		Texas	Milam
1284489000	NAN W TALLEY	UNION PACIFIC RESOURCES COMPANY	09/18/1995	Lease	714	867			Texas	Milam
1284490000	F H YOUNG ET UX	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	165	17928		Texas	Milam
1284501000	RAY SMITH ET UX	UNION PACIFIC RESOURCES	07/07/1993	Lease	678	485	12029		Texas	Milam
1284504000	W L DITTO	UNION PACIFIC RESOURCES	06/17/1993	Lease	678	489	12030		Texas	Milam
1284510000	JOHN E AYERS ET UX	UNION PACIFIC RESOURCES COMPANY	07/03/1993	Lease	679	632	12303		Texas	Milam
1284586000	B W CARTWRIGHT ET AL	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	635	12304		Texas	Milam
1284587000	ALMA RECTOR ET AL	UNION PACIFIC RESOURCES COMPANY	07/03/1993	Lease	679	641			Texas	Milam
1284604000	ELIZABETH R BERG	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	646	12307		Texas	Milam
1284605000	SHAWN BRILEY	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	649	12308		Texas	Milam

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10 DAY OF June 20 16
PAGE 10 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 220
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284606000	J B ELY JR	RAYMOND GENE KORKMAS	08/30/1993	Lease	679	844	12371		Texas	Milam
1284625000	MYRON E ELY	UNION PACIFIC RESOURCES	06/17/1993	Lease	679	658	12311		Texas	Milam
1284626000	LOUISIANA LIFE INSURANCE COMPANY	UNION PACIFIC RESOURCES	07/30/1993	Memorandum	679	724	12333		Texas	Milam
1284627000	JEWELL ELY MOORE TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/10/1995	Lease	724	61			Texas	Milam
1284628000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	07/06/1996	Lease	743	379	28063		Texas	Milam
1284629000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	06/09/1993	Lease	679	661	12312		Texas	Milam
1284630000	JIM LOU STEWART	UNION PACIFIC RESOURCES	06/09/1993	Lease	676	664	12313		Texas	Milam
1284631000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES	09/07/1993	Lease	682	133	12945		Texas	Milam
1284632000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	887			Texas	Milam
1284632000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Memorandum	791	719			Texas	Milam
1284633000	MARY LEON LUMMUS FERGUSON	UNION PACIFIC RESOURCES COMPANY	06/01/1995	Memorandum	736	907	26417		Texas	Milam
1284634000	REBECCA LONG	UNION PACIFIC RESOURCES COMPANY	06/01/1995	Memorandum	736	905			Texas	Milam
1284635000	B A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	739	405			Texas	Milam
1284636000	DELORES ANGLE KLUCKMAN	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	256	27761		Texas	Milam
1284637000	ALENE KRAUSE	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	259	27762		Texas	Milam
1284638000	LARRY GAUGER ET UX	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	253	27760		Texas	Milam
1284639000	EUGENE ANGLE	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	250	27759		Texas	Milam
1284640000	MELVA GAUGER ALBERS	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	838			Texas	Milam
1284641000	MYRON GAUGER ET UX	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	787			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 1 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 221
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284642000	DONNA ANGLE SOLEM	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	243	27757		Texas	Milam
1284643000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	739	443			Texas	Milam
1284644000	B W CARTWRIGHT ET AL	UNION PACIFIC RESOURCES COMPANY	07/16/1993	Lease	679	638	12305		Texas	Milam
1284645000	MARION G CLARINGBOLE	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	742	246	27758		Texas	Milam
1284646000	JAN MERBACH ET AL	UNION PACIFIC RESOURCES COMPANY	11/21/1996	Lease	743	740			Texas	Milam
1284647000	PATRICIA PENDERGRASS	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	743	194	28005		Texas	Milam
1284648000	MARY ELLON WILSON MERBACH	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	742	834	27935		Texas	Milam
1284670000	DOROTHY L GAUSE	UNION PACIFIC RESOURCES	08/04/1993	Lease	679	667	12314		Texas	Milam
1284671000	BLEVINS GLEN BUNDICK	UNION PACIFIC RESOURCES	07/09/1993	Lease	679	673	12316		Texas	Milam
1284672000	HAZLE B THOMAS TRUST	UNION PACIFIC RESOURCES COMPANY	09/07/1993	Lease	682	136	12946		Texas	Milam
1284673000	LAURA JEAN BUNDICK ROSE	UNION PACIFIC RESOURCES COMPANY	07/14/1993	Lease	679	670	12315		Texas	Milam
1284674000	ROBERT E BRONSDON	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	488	22757		Texas	Milam
1284675000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	506	22765		Texas	Milam
1284676000	FREDERICK BRONSDON JR	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	500	22763		Texas	Milam
1284677000	NANCY DICKERSON DOTY ET AL	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	502	22764		Texas	Milam
1284678000	MABEL RANK	UNION PACIFIC RESOURCES COMPANY	10/25/1995	Lease	722	498	22762		Texas	Milam
1284679000	JACK WILSON KYLE ET UX	UNION PACIFIC RESOURCES	07/12/1993	Lease	679	676	12317		Texas	Milam
1284680000	BOBBIE JOHNSON	UNION PACIFIC RESOURCES	07/24/1993	Lease	679	694	12323		Texas	Milam
1284681000	RAYFORD GREENE	UNION PACIFIC RESOURCES	07/24/1993	Lease	680	853			Texas	Milam

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10 DAY OF Dec 20 16
PAGE 12 OF 60
BARBARA WANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hall

VOL. 1289 PAGE 222
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284682000	LEASIE L WILSON ET AL	UNION PACIFIC RESOURCES	07/15/1993	Lease	679	349	12237		Texas	Milam
1284683000	MARY JO HUX	UNION PACIFIC RESOURCES	07/19/1993	Lease	679	354	12238		Texas	Milam
1284684000	JOHN A SMITH	UNION PACIFIC RESOURCES	08/21/1993	Lease	682	149	12950		Texas	Milam
1284685000	RUFUS J SIDNEY ET AL	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	360	12240		Texas	Milam
1284686000	LELAND H MILLER	UNION PACIFIC RESOURCES	05/31/1994	Lease	694	798	16005		Texas	Milam
1284687000	ANITA KOTLEN	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	790			Texas	Milam
1284688000	LEONARD RAUCH	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	792	15764		Texas	Milam
1284689000	JAMES V RINER	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	797	15766		Texas	Milam
1284690000	SUSAN B WEATHERFORD ET VIR	UNION PACIFIC RESOURCES	05/26/1994	Lease	693	794	15765		Texas	Milam
1284691000	DONALD A RAYMOND III	UNION PACIFIC RESOURCES	06/08/1994	Lease	695	347	16128		Texas	Milam
1284692000	ROBERT W RAYMOND	UNION PACIFIC RESOURCES	06/08/1994	Lease	695	386	16142		Texas	Milam
1284693000	GERALD RAUCH	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	388	16143		Texas	Milam
1284694000	DAVID A BANTA JR	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	377	16139		Texas	Milam
1284695000	HILTON BUTLER ET UX	UNION PACIFIC RESOURCES	06/01/1994	Lease	695	383	16141		Texas	Milam
1284696000	CHARLEY CARL CERNUCH JR ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	339	16125		Texas	Milam
1284697000	JAMES R HOLLIS ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	380	16140		Texas	Milam
1284698000	HARRY E ROLLING	UNION PACIFIC RESOURCES	05/31/1994	Lease	698	489	16886		Texas	Milam
1284699000	CHARLEY CARL CERNUCH JR ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	699	219	17046		Texas	Milam
1284700000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES	06/01/1994	Lease	704	184	18388		Texas	Milam

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PAGE 13 OF 60
10 DAY OF Dec 20 16
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL. 1289 PAGE 223
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284709000	BETTY RUTH BRADY	UNION PACIFIC COMPANY	07/30/1993	Lease	679	697	12324		Texas	Milam
1284710000	YVONNE F EDWARDS	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	700	12325		Texas	Milam
1284711000	IDA LOU F CLARK	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	703	12326		Texas	Milam
1284711000	IDA LOU F CLARK	UNION PACIFIC RESOURCES	07/30/1993	Lease	738	446			Texas	Milam
1284712000	BAKER ELIZABETH M	UNION PACIFIC RESOURCES	02/14/1994	Memorandum	694	800	16006		Texas	Milam
1284713000	MARGIE K WOODS	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	693	783	15760		Texas	Milam
1284714000	WALLACE HONEYCUTT ET UX	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	693	630	15718		Texas	Milam
1284715000	EZRA JOHNSON ET AL	UNION PACIFIC RESOURCES COMPANY	06/26/1993	Lease	680	287	12468		Texas	Milam
1284716000	RUTHIE C LAMB	UNION PACIFIC RESOURCES COMPANY	07/01/1993	Lease	680	291	12469		Texas	Milam
1284717000	MUELLER CYNTHIA W	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	695	398	16147		Texas	Milam
1284718000	HELLEN MILLER ET AL	UNION PACIFIC RESOURCES	07/31/1993	Lease	679	706	12327		Texas	Milam
1284719000	CAROL A BURT	UNION PACIFIC RESOURCES	08/05/1993	Lease	680	884	12643		Texas	Milam
1284720000	LARRY GENE MILLER	UNION PACIFIC RESOURCES	08/05/1993	Lease	679	709	12328		Texas	Milam
1284722000	EMORY C CAMP ET AL	UNION PACIFIC RESOURCES COMPANY	11/07/1995	Lease	719	249	22007		Texas	Milam
1284723000	BARBARA BEHRINGER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	737	197	26475		Texas	Milam
1284724000	WILLIAM THOMAS LITTLE	UNION PACIFIC RESOURCES COMPANY	08/15/1996	Lease	738	534	26801		Texas	Milam
1284725000	PATSY FULLER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	664	26086		Texas	Milam
1284726000	ELIZABETH RAINS ET AL	UNION PACIFIC RESOURCES COMPANY	08/13/1996	Lease	735	644	26080		Texas	Milam
1284727000	TEMPIE BUTLER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	667	26087		Texas	Milam

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PAGE 10 DAY OF May 20 16
14 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Sandra Hall

VOL. 1789 PAGE 224
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284728000	JANE ANN MCDONALD	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	652	26082		Texas	Milam
1284729000	HENRIETTA POLLY JOHNSON	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	658	26084		Texas	Milam
1284730000	RUTH ANN GARRISON ET AL	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	649	26081		Texas	Milam
1284731000	ROBERT MILTON ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	641			Texas	Milam
1284732000	KIM HOWARD LINDLEY	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	661	26085		Texas	Milam
1284733000	ROY LEON ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	739	1	26898		Texas	Milam
1284734000	RANDOLPH WAYNE ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	655	26083		Texas	Milam
1284735000	ALBERT WILLIARD ANDERSEN ET AL	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	637	26078		Texas	Milam
1284764000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES	09/01/1993	Lease	682	155	12952		Texas	Milam
1284772000	C W SMITH JR ET UX	UNION PACIFIC RESOURCES	08/23/1993	Lease	682	173	12958		Texas	Milam
1284773000	MARTHA T GENZ	UNION PACIFIC RESOURCES	07/21/1993	Lease	682	179	12960		Texas	Milam
1284856000	CHERYL D ZULKOWSKI	UNION PACIFIC RESOURCES COMPANY	09/10/1993	Lease	682	902	13120		Texas	Milam
1284861000	AUDRIE M KEMP	UNION PACIFIC RESOURCES COMPANY	12/01/1997	Lease	767	451	34263		Texas	Milam
1284862000	EDWARD H TIDWELL	UNION PACIFIC RESOURCES COMPANY	10/09/1997	Lease	765	359	33753		Texas	Milam
1284863000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	07/29/1997	Lease	760	21	32498		Texas	Milam
1284864000	JOHNNIE R JONES	UNION PACIFIC RESOURCES COMPANY	08/12/1997	Lease	759	353			Texas	Milam
1284865000	BILLY A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	07/29/1997	Lease	759	358			Texas	Milam
1284866000	W L GOLDEN	UNION PACIFIC RESOURCES COMPANY	08/12/1997	Lease	759	291	32313		Texas	Milam
1284867000	RUTH T FULTON	UNION PACIFIC RESOURCES COMPANY	10/09/1997	Lease	767	617			Texas	Milam

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PAGE 10 DAY OF Dec 20 16
15 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 225
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284870000	ROBERT DON TIDWELL	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Lease	769	668	34781		Texas	Milam
1284870000	ROBERT DON TIDWELL	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	265	355	1253		Texas	Milam
1284871000	GRACE GAYLE NEEDHAM	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	265	411	1319		Texas	Milam
1284871000	GRACE GAYLE NEEDHAM	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	770	494	34959		Texas	Milam
1285144000	TOMMIE LOISE HEATHMAN ET UX	UNION PACIFIC RESOURCES	01/04/1994	Lease	691	682	15242		Texas	Milam
1285228000	BOB G AGNEW	UNION PACIFIC RESOURCES	05/10/1994	Lease	693	788	15762		Texas	Milam
1285229000	GAIL W COX TESTAMENTARY TRUST	UNION PACIFIC RESOURCES	08/01/1994	Memorandum	239	718	1363		Texas	Milam
1285229000	GAIL W COX TESTAMENTARY TRUST	UNION PACIFIC RESOURCES	08/01/1994	Memorandum	704	714	18520		Texas	Milam
1285230000	PAT HAM ET AL	UNION PACIFIC RESOURCES	08/02/1994	Lease	700	112	17244		Texas	Milam
1285231000	DOROTHY JANE PACE HAM	UNION PACIFIC RESOURCES	08/24/1994	Lease	703	812	18313		Texas	Milam
1285232000	KATHRYN WEST	UNION PACIFIC RESOURCES	06/07/1995	Lease	714	681	20958		Texas	Milam
1285233000	KAREN CRANFORD	UNION PACIFIC RESOURCES	06/07/1995	Lease	714	654	20949		Texas	Milam
1285234000	DAVID L PENNINGTON	UNION PACIFIC RESOURCES	07/28/1995	Lease	716	784	21466		Texas	Milam
1285235000	ELLEN RANDALL WOOD	UNION PACIFIC RESOURCES	11/03/1995	Lease	721	641	22544		Texas	Milam
1285236000	GLENN R LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	741	422	27544		Texas	Milam
1285237000	ROBERT W LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	741	386	27532		Texas	Milam
1285238000	RONALD LONG JR	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	742	793	27922		Texas	Milam
1285239000	PATRICIA LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	744	125	28235		Texas	Milam
1285240000	TERRY LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	832	00029680		Texas	Milam

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10 DAY OF Dec 20 16
PAGE 16 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hall

VOL 1289 PAGE 226
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285241000	EVERETT A LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	840	29683		Texas	Milam
1285242000	HAROLD ALLEN LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	823	29677		Texas	Milam
1285243000	EVERETT C LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	818			Texas	Milam
1285244000	OLGA MARTIN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	785			Texas	Milam
1285245000	NANCY MARIE NORMAN BESSELSEN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	771	33157		Texas	Milam
1285246000	CATHERINE SHEFFIELD	UNION PACIFIC RESOURCES COMPANY	08/29/1996	Lease	712	887	20531		Texas	Milam
1285247000	CHARLES W CAMPBELL	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	862			Texas	Milam
1285248000	BARBARA NORMAN WILLIAMS	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	121	32991		Texas	Milam
1285249000	MARGARET N GEISLER	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	117	32990		Texas	Milam
1285250000	STEPHEN SELESTAK ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	763	364			Texas	Milam
1285251000	JOE FRANKLIN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	763	368			Texas	Milam
1285252000	CAROL COWDEN	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	139			Texas	Milam
1285253000	LOTTIE CAMPBELL HOFFMAN	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	145			Texas	Milam
1285254000	NELL CATHERINE NORMAN RUSSELL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	087	32983		Texas	Milam
1285255000	ROGER NORMAN CONN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	763	845			Texas	Milam
1285256000	BOB G AGNEW	UNION PACIFIC RESOURCES COMPANY	06/27/1997	Lease	754	130			Texas	Milam
1285257000	DORIS KNIGHT	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	766	845			Texas	Milam
1285258000	JEAN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	128			Texas	Milam
1285259000	KENNETH BROOKS NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	765	614			Texas	Milam

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10 DAY OF Dec 20 16
PAGE 12 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL 1289 PAGE 227
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285259000	KENNETH BROOKS NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	769	816	34823		Texas	Milam
1285260000	DAVID SAM NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	765	618			Texas	Milam
1285261000	SANDOL WEAVER	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	765	637			Texas	Milam
1285262000	EVELYN STANLEY	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	765	634			Texas	Milam
1285263000	MAURINE CAMPBELL HORTON	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	769	297			Texas	Milam
1285264000	DORIS CAMPBELL DANIELS	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	769	733			Texas	Milam
1285265000	JAMES ADRIAN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	769	716			Texas	Milam
1285266000	GAYLE BENNETT ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	720			Texas	Milam
1285266000	GAYLE BENNETT ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	770	056			Texas	Milam
1285267000	SCOTT NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	725			Texas	Milam
1285268000	PATSY CAMPBELL FRANKS	UNION PACIFIC RESOURCES COMPANY	03/30/1998	Lease	770	496			Texas	Milam
1285269000	LESLIE HANSCOM	UNION PACIFIC RESOURCES COMPANY	12/17/1997	Lease	770	141			Texas	Milam
1285270000	DWIGHT NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	721	34797		Texas	Milam
1285271000	J A BAXTER JR ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	728	34799		Texas	Milam
1285272000	SAMUEL CLARK COLLINS ESTATE	UNION PACIFIC RESOURCES	02/25/1994	Lease	693	785			Texas	Milam
1285273000	ERMA COLLINS STULTS	UNION PACIFIC RESOURCES	02/25/1994	Lease	694	802			Texas	Milam
1285274000	JUDITH COLLINS	UNION PACIFIC RESOURCES	02/28/1994	Lease	694	806			Texas	Milam
1285380000	MARIE ANTONIETTE CROCE GRABDA	UNION PACIFIC RESOURCES	06/13/1994	Lease	233	818			Texas	Milam
1285380000	MARIE ANTONIETTE CROCE GRABDA	UNION PACIFIC RESOURCES	06/13/1994	Lease	695	330			Texas	Milam

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PAGE 10 DAY OF Nov 20 16
18 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Pamela Hall

VOL. 1289 PAGE 228
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285381000	FRANCES JOHNSTON	UNION PACIFIC RESOURCES	06/22/1994	Lease	695	358			Texas	Milam
1285382000	CARMELLA POLLARD	UNION PACIFIC RESOURCES	06/21/1994	Lease	695	363			Texas	Milam
1285383000	FRED ROSSI ET AL	UNION PACIFIC RESOURCES	06/22/1994	Lease	695	366			Texas	Milam
1285384000	ANGELO DALMOLIN ETAL ESTATE	UNION PACIFIC RESOURCES	06/21/1994	Lease	695	371			Texas	Milam
1285385000	JOHN TIMOTHY HORTON	UNION PACIFIC RESOURCES	05/31/1994	Lease	704	707			Texas	Milam
1285386000	GEORGE NORMAN HAILEY JR	UNION PACIFIC RESOURCES	05/27/1994	Memorandum	695	349			Texas	Milam
1285387000	JACK HOLLENSHEAD JR	UNION PACIFIC RESOURCES	06/16/1994	Memorandum	695	351			Texas	Milam
1285388000	LAWRENCE E NAISER	UNION PACIFIC RESOURCES	06/15/1994	Memorandum	695	353			Texas	Milam
1285389000	SIDNEY J SMITH ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	355			Texas	Milam
1285390000	CAROLYN B ECKELS	UNION PACIFIC RESOURCES	05/27/1994	Memorandum	695	390			Texas	Milam
1285391000	SUSAN ELSBETH HORTON	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	393			Texas	Milam
1285392000	DONNA MARIE BROUSSARD MCGUIRE ETVIR	UNION PACIFIC RESOURCES	06/14/1994	Memorandum	695	396			Texas	Milam
1285394000	JAMES D CUNNINGHAM ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	374			Texas	Milam
1285395000	DIANE D MILLER TRUST	UNION PACIFIC RESOURCES	06/22/1994	Memorandum	697	4			Texas	Milam
1285396000	OLGA LIRA ET AL	UNION PACIFIC RESOURCES	06/21/1994	Lease	697	196			Texas	Milam
1285397000	WALTER B JARRETT	UNION PACIFIC RESOURCES	07/25/1994	Lease	697	203			Texas	Milam
1285398000	DONALD PETE DEL BELLO	UNION PACIFIC RESOURCES	06/22/1994	Lease	697	206			Texas	Milam
1285399000	JANICE M DEWBERRY	UNION PACIFIC RESOURCES	06/14/1994	Lease	697	209			Texas	Milam
1285400000	GEORGE W LONG	UNION PACIFIC RESOURCES	06/22/1994	Lease	697	748			Texas	Milam

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10 DAY OF Dec 2016
PAGE 19 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hall

VOL 1289 PAGE 229
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285400000	GEORGE W LONG	UNION PACIFIC RESOURCES	06/22/1994	Memorandum	233	542		3713	Texas	Milam
1285401000	SANDRA HALL LENARDUZZI	UNION PACIFIC RESOURCES	07/25/1994	Lease	699	228			Texas	Milam
1285402000	ROSALEE TRAMONTE ESTATE	UNION PACIFIC RESOURCES	06/15/1994	Memorandum	709	233			Texas	Milam
1285404000	TRAMONTE REALTY CORP	UNION PACIFIC RESOURCES	05/22/1995	Lease	710	302			Texas	Milam
1285405000	ALICE STANGARONE	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	722	496			Texas	Milam
1285406000	ELIZABETH THOMAS	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	722	494			Texas	Milam
1285407000	GERALD BOTTINI	UNION PACIFIC RESOURCES COMPANY	05/30/1996	Lease	729	309			Texas	Milam
1285408000	JOSEPH L STAUFFER	UNION PACIFIC RESOURCES COMPANY	05/30/1996	Lease	729	535			Texas	Milam
1285409000	GENA FREY	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	727	450			Texas	Milam
1285410000	CHARLIE A HALLMARK	CLAYTON WILLIAMS ENERGY INC	06/16/1993	Lease	684	712			Texas	Milam
1285411000	JESSE G MITCHELL JR ET UX	UNION PACIFIC RESOURCES	06/17/1994	Lease	695	400			Texas	Milam
1285412000	STANLEY J SOMMERS ET UX	UNION PACIFIC RESOURCES	06/30/1994	Lease	739	748			Texas	Milam
1285421000	DIAMOND H BURTON	UNION PACIFIC RESOURCES	05/27/1994	Lease	695	336			Texas	Milam
1287038000	DENNIS A SULLENS ET AL	UNION PACIFIC RESOURCES COMPANY	07/28/1997	Lease	759	329	32327		Texas	Milam
1287039000	YVONNE S LYNN	UNION PACIFIC RESOURCES COMPANY	06/28/1999	Lease	802	113	42230		Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	236	557			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	236	557			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	704	187			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	704	187			Texas	Milam

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10 DAY OF May 20 16
PAGE 20 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Angela Hall

VOL. 1289 PAGE 230
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	850			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	850			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	608			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	608			Texas	Milam
1287052000	ELEANOR S MORRISON	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	854			Texas	Milam
1287052000	ELEANOR S MORRISON	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	613			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	858			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	858			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	618			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	618			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	862			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	862			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	866			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	866			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	870			Texas	Milam

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10 DAY OF Nov 20 16
PAGE 21 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 231
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	870			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	633			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	633			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	874			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	874			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	638			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	638			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	878			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	878			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	643			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	643			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	882			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	882			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	648			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	648			Texas	Milam
1287062000	BERTHA HERNSTEDT ESTATE TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	169			Texas	Milam
1287063000	SIDNEY J HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	173			Texas	Milam
1287064000	BERTHA HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	177			Texas	Milam
1287065000	WILLIAM L HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	181			Texas	Milam

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PAGE 10 DAY OF Dec 20 16
22 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Pamela Hall

VOL. 1289 PAGE 432
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287066000	REBECCA HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	185			Texas	Milam
1287067000	HERNSTADT NORA TR	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	189			Texas	Milam
1287068000	WILLIAM L HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	195			Texas	Milam
1287069000	SIDNEY J HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	210			Texas	Milam
1287070000	NORA HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	206			Texas	Milam
1287071000	REBECCA HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	208			Texas	Milam
1287072000	BERTHA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	203			Texas	Milam
1287073000	FAY H HEINSCHEIMER TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	199			Texas	Milam
1287074000	BERTHA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Lease	786	410	38546		Texas	Milam
1287075000	NORA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	408	38545		Texas	Milam
1287076000	REBECCA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	406	38544		Texas	Milam
1287077000	FAY H HEINSHEIMER TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	412	38547		Texas	Milam
1287078000	SIDNEY J HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	404			Texas	Milam
1287079000	WILLIAM L HERNSTADT TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	402	38542		Texas	Milam
1287117000	RUSSELL J MAGGS	UNION PACIFIC RESOURCES	06/30/1994	Lease	703	805			Texas	Milam
1287149000	MILTON N GREER ET UX	UNION PACIFIC RESOURCES COMPANY	12/13/1994	Lease	700	905			Texas	Milam
1287150000	SHIRLEY S BALLARD	UNION PACIFIC RESOURCES	12/03/1994	Lease	238	710			Texas	Milam
1287150000	SHIRLEY S BALLARD	UNION PACIFIC RESOURCES	12/03/1994	Lease	704	179			Texas	Milam
1287272000	H HAL MCKINNEY	UNION PACIFIC RESOURCES	03/21/1995	Lease	711	666			Texas	Milam

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10 DAY OF May 20 16
PAGE 23 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hale

VOL. 1289 PAGE 233
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287275000	KENDALL S THOMAS SR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	244	254		3804	Texas	Milam
1287275000	KENDALL S THOMAS SR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	715	352		21102	Texas	Milam
1287276000	KENDALL S THOMAS JR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	244	257		3805	Texas	Milam
1287276000	KENDALL S THOMAS JR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	715	356		21103	Texas	Milam
1287386000	EDWIN M DAY	UNION PACIFIC RESOURCES	07/07/1995	Lease	714	657			Texas	Milam
1287443000	NANCY DICKERSON DOTY ET AL	UNION PACIFIC RESOURCES COMPANY	06/28/1995	Lease	716	787			Texas	Milam
1287444000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES	06/28/1995	Lease	716	791			Texas	Milam
1287445000	JOSIE MARGARET BEESON	UNION PACIFIC RESOURCES	08/24/1995	Lease	719	155			Texas	Milam
1287446000	CAROLYN KENYON FIELDS	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	765	800	33869		Texas	Milam
1287447000	CAPTAIN KENYON	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	767	413	34249		Texas	Milam
1287448000	GENE OBENHAUS IND & EXEC OF EST KATHRYN	UNION PACIFIC RESOURCES COMPANY	02/17/1998	Lease	767	403			Texas	Milam
1287449000	HAZEL VARNER BLAIR	UNION PACIFIC RESOURCES COMPANY	12/04/1997	Lease	767	498			Texas	Milam
1287450000	JERRY JO ADAMS	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	765	646			Texas	Milam
1287451000	RAYMOND L SCARBOROUGH	UNION PACIFIC RESOURCES COMPANY	12/04/1997	Lease	765	640			Texas	Milam
1287452000	NORMAN KENYON	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	766	106	33927		Texas	Milam
1287453000	TOMMY SCARBOROUGH	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	766	109			Texas	Milam
1287454000	CHARLES E HUTZLER	UNION PACIFIC RESOURCES	08/17/1995	Lease	715	794			Texas	Milam
1287455000	RUTH T BRADDUS	UNION PACIFIC RESOURCES COMPANY	08/17/1995	Lease	716	797			Texas	Milam
1287456000	MYRA L BERGHANE ET VIR	UNION PACIFIC RESOURCES COMPANY	08/17/1995	Lease	716	800			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
20 DAY OF Dec 2016
PAGE 24 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL 1289 PAGE 234
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287458000	JO ANN BICKLE	UNION PACIFIC RESOURCES COMPANY	09/09/1997	Lease	767	406	34248		Texas	Milam
1287459000	JAMES CRAIG BROADDUS	UNION PACIFIC RESOURCES COMPANY	09/11/1997	Lease	762	125	32992		Texas	Milam
1287460000	EDWARD F CAPPS ET UX	UNION PACIFIC RESOURCES	07/27/1995	Lease	716	781	21465		Texas	Milam
1287461000	SUSAN B WEATHERFORD ET VIR	UNION PACIFIC RESOURCES	07/28/1995	Lease	719	163			Texas	Milam
1287462000	MARK C WALLER ET AL	UNION PACIFIC RESOURCES COMPANY	06/12/1996	Lease	737	150			Texas	Milam
1287463000	LAURA KAY HARRIS LANSING	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	328	30009		Texas	Milam
1287464000	DAVID WILLIAM HARRIS	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	308			Texas	Milam
1287518000	THE BROOKSIE NELL BOYD WOLF FAMILY VENTU	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Memorandum	731	525			Texas	Milam
1287519000	MARY LUMMUS FERGUSON	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	731	521			Texas	Milam
1287520000	JAMES T TODD ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	756	058			Texas	Milam
1287521000	BILLY D TODD	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	529			Texas	Milam
1287522000	MARY NELL TODD NEELY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	533			Texas	Milam
1287523000	TODD DEWAYNE DENT ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	509			Texas	Milam
1287524000	JAN TODD DENT	UNION PACIFIC RESOURCES	12/01/1995	Lease	731	505			Texas	Milam
1287525000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	517			Texas	Milam
1287526000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	513			Texas	Milam
1287527000	BILLE BAILEY TILSON	UNION PACIFIC RESOURCES COMPANY	12/15/1995	Lease	724	211			Texas	Milam
1287528000	CHARLES EDWARD LANGE ET AL	UNION PACIFIC RESOURCES COMPANY	08/08/1997	Lease	759	378			Texas	Milam
1287529000	CHARLENE WINKELMANN	UNION PACIFIC RESOURCES COMPANY	04/08/1998	Memorandum	775	909			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 25 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Lynda Hale

VOL. 1289 PAGE 235
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287530000	RAEBON STANLEY KING	UNION PACIFIC RESOURCES COMPANY	05/18/1999	Memorandum	799	20	41528		Texas	Milam
1287531000	B A CUNNINGHAM ET AL	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	861			Texas	Milam
1287532000	REBECCA LUMMUS LONG	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	725	857			Texas	Milam
1287533000	ROBERT H HARWOOD ET UX	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	731	537			Texas	Milam
1287534000	VIOLET H FRAZIER	UNION PACIFIC RESOURCES COMPANY	10/02/1995	Lease	725	865			Texas	Milam
1287535000	J T TODD ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	882			Texas	Milam
1287536000	JEWELL ELY MOORE TRUST	CENTERLINE OIL & GAS INC	09/24/1996	Lease	741	495			Texas	Milam
1287537000	MARY ETHYL ELY	CENTERLINE OIL & GAS INC	09/24/1996	Lease	739	131			Texas	Milam
1287538000	MYRA JEAN JISTEL	UNION PACIFIC RESOURCES COMPANY	05/13/1997	Lease	752	582	30783		Texas	Milam
1287539000	B A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	878			Texas	Milam
1287540000	SCOTT A MILLER ET UX	UNION PACIFIC RESOURCES COMPANY	08/25/1997	Lease	764	030			Texas	Milam
1287544000	PATSY DEAN GALL ET VIR	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	899			Texas	Milam
1287545000	DELMO DEAN SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	895			Texas	Milam
1287561000	FRANCES PETTEY	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	733	120			Texas	Milam
1287562000	R E THOMPSON	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	117			Texas	Milam
1287563000	DOROTHY SPRADLING	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	114			Texas	Milam
1287564000	PATRICIA ELLOUISE WATKINS	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	111			Texas	Milam
1287565000	MYRLIN LESIKAR	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease	733	108			Texas	Milam
1287566000	BILLY G SHAW ET AL	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease	735	757			Texas	Milam
1287567000	JAMES PAUL BOWLING ET UX	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease			28171		Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
PAGE 10 DAY OF Nov 20 16
PAGE 26 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Pamela Hall

VOL. 1289 PAGE 236
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287568000	MURRAY KENT CLOUD ET AL	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease		UNRECORDED			Texas	Milam
1287569000	GEORGE MEDFORD LAMBERT SR ET AL	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	733	105			Texas	Milam
1287570000	GIRLAND T SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	733	092			Texas	Milam
1287571000	ROXIE ETTA PIERCE	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	089			Texas	Milam
1287572000	DORSIE MAE COOKS	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	086			Texas	Milam
1287573000	EDDIE MARVIN SNELGRO ET AL	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	067			Texas	Milam
1287574000	EDDIE V CHANEY	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	744	171	2_249		Texas	Milam
1287575000	LILLIAN HILL	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	742	637			Texas	Milam
1287576000	VIRGINIA ELLA BARRETT	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	742	615			Texas	Milam
1287577000	GIRLAND T SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	733	80			Texas	Milam
1287578000	DORSIA MAE COOK	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	074			Texas	Milam
1287579000	MARIAN SNELGRO RIDEAU ET AL	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	756	531			Texas	Milam
1287580000	ROXIE ETTA PIERCE	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	077			Texas	Milam
1287581000	VIRGINIA ELLA BARRETT	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	738	495			Texas	Milam
1287582000	LILLIAN HILL	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	738	498			Texas	Milam
1287583000	EDDIE V CHANEY	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	744	171			Texas	Milam
1287584000	ITOLIVER WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	123			Texas	Milam
1287585000	DELSIE WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	071			Texas	Milam
1287586000	GERALDINE WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	126			Texas	Milam

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PAGE 10 DAY OF Nov OF 2016
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Lynda Hall

VOL. 1289 PAGE 237
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287587000	ALMA STATEN WANZA	UNION PACIFIC RESOURCES COMPANY	01/25/1996	Lease	733	129			Texas	Milam
1287588000	DEBRA EPPERSON	UNION PACIFIC RESOURCES COMPANY	01/25/1996	Lease	733	132			Texas	Milam
1287589000	ROY CRAIG DENT ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	730	843			Texas	Milam
1287590000	WANDA SUE COATS ET VIR	UNION PACIFIC RESOURCES COMPANY	12/11/1995	Lease	730	835			Texas	Milam
1287591000	JEWELL ELY MOORE ESTATE	UNION PACIFIC RESOURCES COMPANY	12/11/1995	Lease	730	839			Texas	Milam
1287592000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	760			Texas	Milam
1287593000	LORRAINE RUTH HORAN	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	741			Texas	Milam
1287594000	DELLA MILDRED BOWLING ALSO KNOWN AS MILD	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	733	139			Texas	Milam
1287595000	JEWELL ELY MOORE TRUST	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	845			Texas	Milam
1287596000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	841			Texas	Milam
1287597000	WANDA SUE COATS ET AL	UNION PACIFIC RESOURCES COMPANY	01/05/1996	Lease	735	763			Texas	Milam
1287598000	LORRAINE RUTH HORAN	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	849			Texas	Milam
1287621000	DAVID CHARLES STEEL	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease	735	769			Texas	Milam
1287622000	KARLA KAY SINGER	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	744			Texas	Milam
1287623000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	05/28/1996	Memorandum	735	704			Texas	Milam
1287624000	WALTER SNELGRO JR	UNION PACIFIC RESOURCES COMPANY	02/16/1996	Lease	735	750			Texas	Milam
1287625000	KENNETH SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/16/1996	Lease	735	747			Texas	Milam
1287626000	CLIFTON SNELGRO JR	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	744	862			Texas	Milam
1287627000	CHRISTOPHER SNELGRO	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	744	872			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 28 OF 60
BARBARA WANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 238
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287628000	CORNELIA SNELGRO SHIPP	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	757	689	31957		Texas	Milam
1287876000	GARY ALL SHAW ET UX	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	735	733			Texas	Milam
1287877000	LINDA SUE MORGAN ET VIR	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	891			Texas	Milam
1287878000	DONALD GLENN SHAW ET UX	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	897			Texas	Milam
1287879000	DONALD LUCE	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	738			Texas	Milam
1287880000	JANA MARIE ALLEN	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	538			Texas	Milam
1287881000	SANDRA MCCASLIN	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	527			Texas	Milam
1287882000	MARILYN HUFF	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	516			Texas	Milam
1287883000	SUE ANN SCHOLZ	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	519			Texas	Milam
1287884000	JAMES F STEWART	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	522			Texas	Milam
1287885000	JUREEN WHITLOCK	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	525			Texas	Milam
1287886000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES COMPANY	01/11/1996	Lease	769	339			Texas	Milam
1287887000	GLORIA A HOLDEN	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Lease	735	772			Texas	Milam
1287887000	GLORIA A HOLDEN	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Memorandum	847	470			Texas	Milam
1287888000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Lease	735	775			Texas	Milam
1287889000	JEWELL ELY MOORE TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	700			Texas	Milam
1287898000	ERNEST JOHNSON ET AL	UNION PACIFIC RESOURCES COMPANY	06/26/1996	Lease	735	833			Texas	Milam
1287899000	ANNA MAE ELY A/K/A ANNIE MAE ELY	UNION PACIFIC RESOURCES COMPANY	02/07/1996	Lease	723	877	23116		Texas	Milam
1287900000	HERBERT H GRAEBER ET AL	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease	735	692			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
12 DAY OF Nov 20 16
PAGE 29 OF 40
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Shaw

VOL 1289 PAGE 239
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287901000	ADAM E VEZORAK ET AL	UNION PACIFIC RESOURCES COMPANY	05/08/1997	Lease	752	534	30766		Texas	Milam
1287902000	WILLIAM C RAYMOND	UNION PACIFIC RESOURCES COMPANY	07/29/1996	Lease	736	458			Texas	Milam
1287903000	ENDRE L CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	865			Texas	Milam
1287904000	EVELYN CLEMONS LOVELACE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	861			Texas	Milam
1287905000	EDWARD W CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	857			Texas	Milam
1287906000	EDDIE CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	534			Texas	Milam
1287907000	WENDELLYN CLEMONS TRICE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	530			Texas	Milam
1287908000	AMANDA WARREN	UNION PACIFIC RESOURCES COMPANY	07/10/1996	Lease	737	153			Texas	Milam
1287909000	BRICE DESLANDES COEFIELD	UNION PACIFIC RESOURCES COMPANY	07/03/1996	Lease	738	624			Texas	Milam
1287910000	EDGAR LEVERNON SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	741	573			Texas	Milam
1287911000	CONCHITA SADBERRY CRENSHAW	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	743	394			Texas	Milam
1287912000	JOHN RILEY SADBERRY III ET UX	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	743	391			Texas	Milam
1287913000	NINA MAE LAWSON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	716			Texas	Milam
1287914000	HALCYON SADBERRY WATKINS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	825			Texas	Milam
1287915000	OLIVER WAYNE SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	821			Texas	Milam
1287916000	OPHELIA SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	793			Texas	Milam
1287917000	MERLIN SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	789			Texas	Milam
1287918000	ALONZO JEROME SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	785			Texas	Milam
1287919000	HALLIE O SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	781			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 30 OF 40
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Pamela Hales

VOL. 1289 PAGE 240
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287920000	GALE SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	817			Texas	Milam
1287921000	GERALDINE SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	813			Texas	Milam
1287922000	EARL C SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	809			Texas	Milam
1287923000	MARCIA SADBERRY-LOVE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	805			Texas	Milam
1287924000	JOHNNIE B WASHINGTON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	801			Texas	Milam
1287925000	CHARLES SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	797			Texas	Milam
1287926000	DWAIN SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	712			Texas	Milam
1287927000	JOHN C RANDLE JR	UNION PACIFIC RESOURCES	08/16/1993	Lease	682	152			Texas	Milam
1287928000	DEBORAH L SADBERRY HAYNES	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	739	427	27025		Texas	Milam
1287929000	NINA MAE LAWSON	UNION PACIFIC RESOURCES	08/18/1994	Lease	699	225			Texas	Milam
1287930000	EDWIN SADBERRY	ANADARKO E&P ONSHORE LLC	10/08/2013	Lease	1214	221			Texas	Milam
1287931000	ANDREA JOI SADBERRY	ANADARKO E&P ONSHORE LLC	09/24/2013	Lease	1214	223			Texas	Milam
1287932000	BRENDA SADBERRY	ANADARKO E&P ONSHORE LLC	10/10/2013	Lease	1219	323			Texas	Milam
1287934000	GAUSE INDEPENDENT SCHOOL DISTRICT	UNION PACIFIC RESOURCES COMPANY	07/01/1996	Lease	742	640			Texas	Milam
1287970000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	07/06/1996	Lease	737	188			Texas	Milam
1287971000	THELMA MCCONLEY ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	127			Texas	Milam
1287972000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	124			Texas	Milam
1287973000	FRANKIE ALLEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	121			Texas	Milam
1287974000	ADRIAN JIMMY COOKS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	118			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 31 OF 60
BARBARA WANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hayes

VOL. 1289 PAGE 241
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287975000	EDDIE DEAN MCCONLEY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	156			Texas	Milam
1287976000	LEON DANIELS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	159			Texas	Milam
1287977000	RAYCHEAL SHAHEED	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	162			Texas	Milam
1287978000	ELROY LLOYD WESTBROOK	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	165			Texas	Milam
1287979000	VAL TAYLOR WILLIAMS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	168			Texas	Milam
1287980000	CHRISTINE D JOHNSON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	737	171			Texas	Milam
1287981000	BERNICE HENNIGAN	UNION PACIFIC RESOURCES COMPANY	06/01/1996	Lease	737	136			Texas	Milam
1287982000	ALLITHIA TAYLOR HAMLETT	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	138			Texas	Milam
1287983000	ISAIAH GREENE JR	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	141			Texas	Milam
1287984000	FRANKIE GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	144			Texas	Milam
1287985000	DORIS PRICE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	147			Texas	Milam
1287986000	SAMUEL GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	112			Texas	Milam
1287987000	ODESSA LEVINGSTON	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	180			Texas	Milam
1287988000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	177			Texas	Milam
1287989000	EDDIE MAE WATTERS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	174			Texas	Milam
1287990000	STEVE GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	528			Texas	Milam
1287991000	ARNELL GREEN JR	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	531			Texas	Milam
1287992000	RHONDA GREENE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	339			Texas	Milam
1287993000	BETTY GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	741	576			Texas	Milam

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10 DAY OF Dec 20 16
PAGE 32 OF leo
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL. 1089 PAGE 242
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287994000	WAYNE MCCONLEY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	739	021	26902		Texas	Milam
1287995000	CHRISTOPHER GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	212	28010		Texas	Milam
1287996000	LEO GREENE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	740	230		27238	Texas	Milam
1287997000	DONNIE DANFORD	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	247			Texas	Milam
1287998000	OLA GREEN ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	398	28067		Texas	Milam
1287999000	MABLE MORRISON HARDY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	783	584	37918		Texas	Milam
1288000000	BOBBIE JOHNSON	ANADARKO E&P ONSHORE LLC	08/26/2013	Lease	1210	241			Texas	Milam
1288001000	ANTHONY EVANS	ANADARKO E&P ONSHORE LLC	10/19/2013	Lease	1214	217			Texas	Milam
1288002000	BOBBY EVANS JR	ANADARKO E&P ONSHORE LLC	10/16/2013	Lease	1214	219			Texas	Milam
1288003000	LABARBARA MORGAN	ANADARKO E&P ONSHORE LLC	08/21/2013	Lease	1210	237			Texas	Milam
1288004000	DONALD TAYLOR	ANADARKO E&P ONSHORE LLC	11/26/2013	Lease	1219	323			Texas	Milam
1288005000	RETANGER MORGAN WYATT	ANADARKO E&P ONSHORE LLC	08/20/2013	Lease	1210	239			Texas	Milam
1288005000	RETANGER MORGAN WYATT	ANADARKO E&P ONSHORE LLC	08/20/2013	Lease	34	283			Texas	Milam
1288149000	MARGARET COURTNEY	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	480			Texas	Milam
1288150000	FREDERICK KING POOLE	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	501			Texas	Milam
1288151000	JOHN IZARD	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	504			Texas	Milam
1288152000	JEAN OWEN IZARD TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	507			Texas	Milam
1288153000	ROBERT A FOY	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	510			Texas	Milam
1288154000	ADOLPHUS ANDREWS TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	566			Texas	Milam

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10 DAY OF Nov 20 16
PAGE 33 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hardy

VOL. 1289 PAGE 243
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288155000	CAROLE A FOY TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	513			Texas	Milam
1288156000	ABBY DUNHAM	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	744	859			Texas	Milam
1288157000	PETER ANDREWS POOLE	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	757	695	31959		Texas	Milam
1288158000	JANE ATWOOD	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	756	536			Texas	Milam
1288159000	MAUDE RAYE LAWSON BURRELL	UNION PACIFIC RESOURCES COMPANY	06/26/1996	Lease	738	550			Texas	Milam
1288160000	DOROTHY L GAUSE ET AL	UNION PACIFIC RESOURCES COMPANY	01/11/1996	Lease	738	540			Texas	Milam
1288161000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	738	474			Texas	Milam
1288162000	VICTORY FINANCIAL GROUP INC	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	743	236			Texas	Milam
1288163000	KAREN J MATTHEWS	UNION PACIFIC RESOURCES COMPANY	08/24/1996	Lease	738	477			Texas	Milam
1288164000	MARSHA LEE HILL	UNION PACIFIC RESOURCES COMPANY	09/03/1996	Lease	738	462			Texas	Milam
1288165000	BRUCE CLAY ALBRIGHT	UNION PACIFIC RESOURCES COMPANY	08/15/1996	Lease	738	537			Texas	Milam
1288166000	JERRY GORDON ALBRIGHT	UNION PACIFIC RESOURCES COMPANY	08/24/1996	Lease	738	465			Texas	Milam
1288167000	GEORGIE WILLIAMSON ET AL	UNION PACIFIC RESOURCES COMPANY	01/17/1997	Memorandum	742	819			Texas	Milam
1288183000	TERRI LYNN SMITH ET AL	UNION PACIFIC RESOURCES COMPANY	10/15/1996	Lease	739	4			Texas	Milam
1288184000	DOROTHY L GAUSE ET AL	UNION PACIFIC RESOURCES COMPANY	09/24/1996	Lease	741	445			Texas	Milam
1288185000	FLOYD COTTEN ET UX	W C PEMBERTON	01/26/1970	Lease	115		8845		Texas	Milam
1288186000	UNELL M JOHNSON ESTATE	UNION PACIFIC RESOURCES COMPANY	07/10/1996	Lease	735	634			Texas	Milam
1288187000	JOHNNY OVERALL ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	743	114	27990		Texas	Milam
1288188000	C W JONES ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	739	024	26903		Texas	Milam

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10 DAY OF Dec 20 16
PAGE 34 OF 60
BARBARA WANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL. 1789 PAGE 244
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288189000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/26/1998	Lease	803	902			Texas	Milam
1288190000	HORACE EDWARD MCQUEEN	UNION PACIFIC RESOURCES COMPANY	07/12/1996	Lease	743	240			Texas	Milam
1288191000	CHARLES C MILLER ET AL	UNION PACIFIC RESOURCES COMPANY	04/10/1997	Memorandum	747	57			Texas	Milam
1288192000	LEVERT J ABLE	UNION PACIFIC RESOURCES COMPANY	09/17/1996	Lease	739	63			Texas	Milam
1288193000	L & R ESCROW	UNION PACIFIC RESOURCES COMPANY	09/06/1996	Lease	739	39			Texas	Milam
1288194000	BEN A MADDEN JR ET UX	UNION PACIFIC RESOURCES COMPANY	09/24/1996	Lease	739	49			Texas	Milam
1288195000	LARRY LERO ET UX	UNION PACIFIC RESOURCES COMPANY	09/19/1996	Lease	739	397			Texas	Milam
1288196000	WILLIAM D BANKS ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	741	27			Texas	Milam
1288197000	HOWARD W HANNAN JR ET UX	UNION PACIFIC RESOURCES COMPANY	09/05/1996	Lease	743	187			Texas	Milam
1288198000	MICHEL J PANAYI ET UX	UNION PACIFIC RESOURCES COMPANY	09/05/1996	Lease	739	744			Texas	Milam
1288199000	VIRGINIA W BOHN	UNION PACIFIC RESOURCES COMPANY	10/10/1996	Lease	747	24	29413		Texas	Milam
1288200000	NANCY N HARRELL	UNION PACIFIC RESOURCES COMPANY	12/16/1996	Lease	749	272			Texas	Milam
1288201000	HAROLD LANGE ET UX	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	743	227			Texas	Milam
1288202000	STEPHANIE A SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Lease	749	265	29990		Texas	Milam
1288202000	STEPHANIE A SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	265			Texas	Milam
1288203000	JOHN B SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	267	29991		Texas	Milam
1288204000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	06/01/1994	Lease	747	196	29454		Texas	Milam
1288204000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	06/01/1994	Memorandum	888	185	70540		Texas	Milam
1288205000	R A JENNINGS	UNION PACIFIC RESOURCES COMPANY	01/21/1997	Lease	749	269	29992		Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Dec 2016
PAGE 35 OF 40
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Lynda Hall

VOL 1289 PAGE 245
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288206000	N-R PROPERTIES TRUST	UNION PACIFIC RESOURCES COMPANY	05/28/1997	Lease	750	216			Texas	Milam
1288207000	SHARON LYN HANSON	UNION PACIFIC RESOURCES COMPANY	01/23/1997	Lease	749	311	30005		Texas	Milam
1288208000	SONAT EXPLORATION COMPANY	UNION PACIFIC RESOURCES COMPANY	05/29/1997	Memorandum	752	497			Texas	Milam
1288209000	SARA ELIZABETH HESTER TRUST	UNION PACIFIC RESOURCES COMPANY	05/30/1997	Memorandum	757	708			Texas	Milam
1288210000	LEONARD RAUCH	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	759	355			Texas	Milam
1288211000	ANITA KOTLEN	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	759	904			Texas	Milam
1288212000	GERALD RAUCH	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	760	018			Texas	Milam
1288292000	CHARLES A HOPPE ET AL	UNION PACIFIC RESOURCES COMPANY	10/15/1996	Memorandum	740	172	27218		Texas	Milam
1288293000	HILTON H BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	09/04/1996	Lease	737	831			Texas	Milam
1288294000	PATRICIA ANN HEATH ET AL	UNION PACIFIC RESOURCES COMPANY	11/22/1996	Lease	744	037			Texas	Milam
1288295000	PATRICIA ANN HEATH ET AL	UNION PACIFIC RESOURCES COMPANY	11/22/1996	Lease	744	42			Texas	Milam
1288315000	GARY S GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	740	181		27221	Texas	Milam
1288316000	JOHNNIE BRUUN	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	741	419			Texas	Milam
1288317000	RONNIE DALE GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	739	440			Texas	Milam
1288318000	LOYD RODELL GILLILAND JR	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	739	437		27028	Texas	Milam
1288319000	BRENDA SUE REVILLA	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	741	401		27537	Texas	Milam
1288320000	LARRY DWAIN GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	743	250			Texas	Milam
1288321000	MAURINE LACY	UNION PACIFIC RESOURCES COMPANY	10/08/1996	Lease	741	397			Texas	Milam
1288322000	NELSON K LLOYD	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	742	825		27932	Texas	Milam

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10 DAY OF Nov 2016
PAGE 36 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Sandra Hall

VOL. 1289 PAGE 246
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288323000	BOBBY L GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	743	744		28156	Texas	Milam
1288324000	THOMAS WHITE	UNION PACIFIC RESOURCES COMPANY	05/12/1997	Lease	752	888	30873		Texas	Milam
1288325000	CHARLES MILTON PAYNE ET UX	UNION PACIFIC RESOURCES COMPANY	07/01/1997	Lease	754	393	31207		Texas	Milam
1288326000	ROBERT N FLOYD	UNION PACIFIC RESOURCES COMPANY	07/16/1997	Lease	757	686	31956		Texas	Milam
1288328000	LELA M WILLIAMS	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	741	363			Texas	Milam
1288329000	WALTER L VON MERZ	UNION PACIFIC RESOURCES COMPANY	11/07/1995	Lease	718	252			Texas	Milam
1289568000	KENNETH ROPER ET AL	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	741	416			Texas	Milam
1289569000	HAROLD DON ROSE	UNION PACIFIC RESOURCES COMPANY	11/14/1996	Lease	742	047			Texas	Milam
1289570000	CHARLES RAY SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	10/30/1996	Lease	741	367	27526		Texas	Milam
1289571000	THE VARNER FAMILY LIMITED PARTNERSHIP	UNION PACIFIC RESOURCES COMPANY	09/29/1998	Lease	787	446			Texas	Milam
1289572000	WILLIAM J HORNBY ET AL	UNION PACIFIC RESOURCES COMPANY	05/24/1996	Lease	742	630			Texas	Milam
1289573000	RUTH KEMP BROWN ET VIR	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	743	224	28014		Texas	Milam
1289574000	MARK C WALLER ET AL	UNION PACIFIC RESOURCES COMPANY	06/12/1996	Lease	742	622			Texas	Milam
1289575000	J FRED MOSS	UNION PACIFIC RESOURCES COMPANY	10/25/1996	Lease	741	405	27538		Texas	Milam
1289576000	JAMES FLORENCE	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Lease	741	424	27545		Texas	Milam
1289577000	ROBERT J HELSLEY	UNION PACIFIC RESOURCES COMPANY	05/16/1997	Memorandum	750	138	30222		Texas	Milam
1289578000	JAMES LAW	UNION PACIFIC RESOURCES COMPANY	05/14/1997	Lease	750	135			Texas	Milam
1289579000	WILLIAM J HORNBY ET AL	UNION PACIFIC RESOURCES COMPANY	06/04/1997	Lease	750	496	30326		Texas	Milam
1289580000	JOE NEAL SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	742	612			Texas	Milam

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PAGE 37 OF 60
10 DAY OF Dec 20 16.
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY:

VOL. 1289 PAGE 247
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1289580000	JOE NEAL SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	791	719			Texas	Milam
1289581000	CURTIS J SCHOOFF	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	740	178		27220	Texas	Milam
1289582000	PHYLLIS WALLENFELDT ET VIR	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	740	175		27219	Texas	Milam
1289583000	DWAIN L MILLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/16/1996	Lease	741	436			Texas	Milam
1289584000	J B ELY JR	UNION PACIFIC RESOURCES COMPANY	01/08/1996	Lease	762	536	33100		Texas	Milam
1289585000	LARRY WAYNE MIKULEC TRUSTEE	UNION PACIFIC RESOURCES COMPANY	02/09/1996	Lease	725	664			Texas	Milam
1289587000	H H COFFIELD ESTATE	UNION PACIFIC RESOURCES COMPANY	02/04/1997	Memorandum	755	460			Texas	Milam
1289594000	F H YOUNG ET UX (702/161)	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	161			Texas	Milam
1289595000	F H YOUNG ET UX (702/169)	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	169			Texas	Milam
1289596000	CHARLES CADE	UNION PACIFIC RESOURCES COMPANY	07/23/1996	Lease	739	084			Texas	Milam
1289597000	EMILY WOODSON HUGHES ET VIR, HOWARD E.	UNION PACIFIC RESOURCES COMPANY	07/23/1996	Lease	744	016			Texas	Milam
1289642000	CLAUDE CARYLL CULVER	UNION PACIFIC RESOURCES COMPANY	04/22/1996	Lease	744	869	28424		Texas	Milam
1289643000	CHARLES LEWIS BUNDICK	UNION PACIFIC RESOURCES COMPANY	05/24/1996	Lease	744	875	28426		Texas	Milam
1289644000	FAUSTENE D BUNDICK	UNION PACIFIC RESOURCES COMPANY	04/22/1996	Lease	744	856	28420		Texas	Milam
1289648000	HARRY & ORA MCGEE JR #1 TR	UNION PACIFIC RESOURCES COMPANY	06/19/1996	Lease	744	591			Texas	Milam
1289649000	JAMES H S PIERSON ET AL TRUST	UNION PACIFIC RESOURCES COMPANY	06/19/1996	Lease	744	610	28357		Texas	Milam
1289650000	COASTAL BEND COMMUNITY FOUNDATION	UNION PACIFIC RESOURCES COMPANY	06/20/1996	Lease	744	601	28356		Texas	Milam
1289651000	HAZEL K HAMILL	UNION PACIFIC RESOURCES COMPANY	02/26/1997	Lease	749	868	30178		Texas	Milam
1289652000	MARVIN FLOYD MARSHALL ET UX (VLB)	UNION PACIFIC RESOURCES COMPANY	08/21/1997	Lease	761	036			Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 38 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 248
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1289653000	MARVIN FLOYD MARSHALL ET UX	UNION PACIFIC RESOURCES COMPANY	08/21/1997	Lease	760	520			Texas	Milam
1289654000	DONALD B MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	828	30164		Texas	Milam
1289655000	JERRY WAYLAND MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	826	30163		Texas	Milam
1289656000	LANELL RIDDLE	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	821	30161		Texas	Milam
1289657000	PAT JOHNSON	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	749	864	30176		Texas	Milam
1289658000	NOLA FAYE ELLSWORTH	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	749	866	30177		Texas	Milam
1289659000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/08/1996	Memorandum	752	470	30743		Texas	Milam
1289660000	JIMMY WAYNE MORGAN	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	752	566	30776		Texas	Milam
1289661000	R W BOOKER ET AL	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	776	340	36201		Texas	Milam
1289662000	BOBBY JACK TAYLOR	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	751	663	30552		Texas	Milam
1289663000	BILLY GENE MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	771	862	35261		Texas	Milam
1289664000	ROSS CARTWRIGHT	UNION PACIFIC RESOURCES COMPANY	03/19/1997	Lease	747	59	29422		Texas	Milam
1289679000	FRANK S MCGEE JR ESTATE ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	745	54			Texas	Milam
1290488000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Memorandum	752	572	30778		Texas	Milam
1290490000	CITY OF CAMERON	UNION PACIFIC RESOURCES COMPANY	06/19/1997	Lease	754	388	31206		Texas	Milam
1290491000	JOSEPHINE BRANDT	UNION PACIFIC RESOURCES COMPANY	09/16/1997	Lease	763	136	33225		Texas	Milam
1290492000	FATHER FLANAGANS BOYS HOME	UNION PACIFIC RESOURCES COMPANY	06/24/1997	Lease	759	898	32486		Texas	Milam
1290493000	SISTERS OF CHARITY OF THE INCARNATE WORD	UNION PACIFIC RESOURCES COMPANY	05/29/1997	Lease	762	335	33033		Texas	Milam
1290494000	ALBERT E SHIMEK ET AL	UNION PACIFIC RESOURCES COMPANY	06/18/1997	Lease	754	408	31212		Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF May 2016
PAGE 39 OF 40
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hale

VOL 1289 PAGE 249
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

MF 098474

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290591000	JAMES MICHAEL HILLSMAN	UNION PACIFIC RESOURCES COMPANY	04/10/1997	Lease	750	503	30327		Texas	Milam
1290592000	ST OF TX M-98474	UNION PACIFIC RESOURCES COMPANY	08/05/1997	Lease	759	243	32300		Texas	Milam
1290593000	DOUGLAS A MCCRARY ET AL	UNION PACIFIC RESOURCES COMPANY	08/28/1997	Lease	760	064			Texas	Milam
1290594000	JACQUES P ADOUE JR	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	762	272	33037		Texas	Milam
1290595000	WILLIAM D PARKER	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	764	458	33539		Texas	Milam
1290596000	JULIE JOHNSON	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	764	475	33544		Texas	Milam
1290597000	NORMAN D ADOUE	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	767	458	34265		Texas	Milam
1290598000	JACK L PARKER	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	765	087			Texas	Milam
1290599000	PEGGY KARREN	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	765	114			Texas	Milam
1290600000	THOMAS E PARKER	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	765	393			Texas	Milam
1290601000	SHEARN SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	11/04/1997	Lease	762	267			Texas	Milam
1290601000	SHEARN SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	11/04/1997	Memorandum	762	267	33035		Texas	Milam
1290602000	BRANDI DURRETT	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	765	371	33757		Texas	Milam
1290603000	BETTY JENNINGS BAILEY ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	54	32730		Texas	Milam
1290604000	BRENDA MERRIMAN ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	60	32732		Texas	Milam
1290605000	DOROTHY WILMA LEWIS GLENN	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	48	32728		Texas	Milam
1290606000	PATRICIA NAN EMBRY BEAKLEY	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	69	32735		Texas	Milam
1290607000	FAYE MARIE SCHROEDER	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	45	32727		Texas	Milam
1290608000	LARRY STEWART	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	87	32741		Texas	Milam

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Dec 20 16
PAGE 40 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hall

VOL. 1289 PAGE 250
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290609000	LOU GIOIA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	84	32740		Texas	Milam
1290610000	NELL SCHAD	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	81	32739		Texas	Milam
1290611000	KATY MERRIMAN ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	63	32733		Texas	Milam
1290612000	MADELINE ANN GIOIA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	246	32792		Texas	Milam
1290613000	ROBERT E MERRIMAN	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	66	32734		Texas	Milam
1290614000	CHARLOTTE KAY BARTHOLOMEW	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	267	32796		Texas	Milam
1290615000	THOMAS STEWART	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	57	32731		Texas	Milam
1290616000	DEANNA HODA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	72	32736		Texas	Milam
1290617000	JAN DORSEY	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	75	32737		Texas	Milam
1290618000	JANIE BURTON	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	78	32738		Texas	Milam
1290619000	HASKEL CALVIN ARNOLD	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	51	32729		Texas	Milam
1290620000	VINCENT WAYNE MATHEWS ET UX	UNION PACIFIC RESOURCES COMPANY	09/24/1997	Lease	760	517	32619		Texas	Milam
1290621000	FINNEY SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	10/24/1997	Lease	765	362	33754		Texas	Milam
1290622000	JUDY ANN LEE	UNION PACIFIC RESOURCES COMPANY	10/02/1997	Lease	763	871			Texas	Milam
1290623000	KATIE LOUISE MARR	UNION PACIFIC RESOURCES COMPANY	10/02/1997	Lease	763	849			Texas	Milam
1290624000	PAT A ROBERTSON	UNION PACIFIC RESOURCES COMPANY	10/29/1997	Lease	765	097			Texas	Milam
1290625000	SALLY ANN MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1997	Lease	772	053			Texas	Milam
1290626000	PHILLIP ELTON MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1998	Lease	807	093			Texas	Milam
1290626000	PHILLIP ELTON MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1998	Lease	864	493	65841		Texas	Milam

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10 DAY OF Nov 2016
PAGE 41 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Brenda Hall

VOL. 1289 PAGE 251
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290627000	VIRGINIA MARR	ANADARKO E&P COMPANY LP	04/16/2003	Lease	909	648	74663		Texas	Milam
1290631000	ROBERT LEE BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	763	882	33409		Texas	Milam
1290632000	DIANA HOCKENHULL CROWE	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	764	355			Texas	Milam
1290633000	SIDNEY A BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	765	368	33756		Texas	Milam
1290634000	ROBERT LEROY HOCKENHULL	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	765	365			Texas	Milam
1290635000	JERRY D BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	762	789			Texas	Milam
1290636000	SHIRLEY HOCKENHULL COGDILL	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	765	100			Texas	Milam
1290637000	DANNY JOE BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	767	915			Texas	Milam
1290638000	MICKEY DALE BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	022			Texas	Milam
1290639000	MARY E BECK ET AL	UNION PACIFIC RESOURCES COMPANY	10/07/1997	Lease	767	219			Texas	Milam
1290640000	DANIEL BECK	UNION PACIFIC RESOURCES COMPANY	10/23/1997	Lease	770	053			Texas	Milam
1290641000	JEAN ANN BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	714			Texas	Milam
1290642000	DORIS JEAN PAYNE ET AL	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	711			Texas	Milam
1290643000	RANDY RAYMOND BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	771	271			Texas	Milam
1290644000	DOYLE RANDALL BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	780	397			Texas	Milam
1290645000	WELDON ONEIL BECK	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	787	697			Texas	Milam
1290646000	REBECCA ANN JOHNSON	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	789	256-258			Texas	Milam
1290647000	ZITA MARIE GREEN	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	792	360	39937		Texas	Milam
1290648000	BETTY BERNICE JOHNSON	UNION PACIFIC RESOURCES COMPANY	08/02/1999	Lease	805	393			Texas	Milam

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PAGE 42 OF 60
10 DAY OF Nov 2016
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

VOL. 189 PAGE 252
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290649000	BETTY BERNICE JOHNSON	ANADARKO E&P COMPANY LP	12/17/2012	Lease	1200	143			Texas	Milam
1290650000	DOLLY DUBOSE MARTINE	UNION PACIFIC RESOURCES COMPANY	03/19/1997	Lease	749	858			Texas	Milam
1290652000	R E THOMPSON (MRS)	CLAYTON WILLIAMS	11/17/1995	Lease	719	600		22098	Texas	Milam
1290656000	DIAMOND HELLICE BURTON	UNION PACIFIC RESOURCES COMPANY	10/15/1997	Memorandum	761	725	32912		Texas	Milam
1290662000	DIAMOND HELLICE BURTON ET AL	UNION PACIFIC RESOURCES COMPANY	06/30/1997	Lease	758	151	32059		Texas	Milam
1290665000	ST OF TX M-98524	UNION PACIFIC RESOURCES COMPANY	10/21/1997	Lease	766	90	33925		Texas	Milam
1290666000	ST OF TX M-98525	UNION PACIFIC RESOURCES COMPANY	10/21/1997	Lease	766	098	33926		Texas	Milam
1290720000	ST OF TX M-99010	UNION PACIFIC RESOURCES COMPANY	03/17/1998	Lease	777	18	36431		Texas	Milam
1290815000	ST OF TX M-099118	UNION PACIFIC RESOURCES COMPANY	04/07/1998	Lease	778	369	36776		Texas	Milam
1290818000	DAN J BREAUX ET AL	UNION PACIFIC RESOURCES COMPANY	07/17/1997	Lease	787	75	38755		Texas	Milam
1290819000	DONALD R SIMMONS	UNION PACIFIC RESOURCES COMPANY	10/22/1998	Lease	789	243	39152		Texas	Milam
1290856000	R R FUSSELL	G W MILLER	12/13/1969	Lease	97	7	8600		Texas	Milam
1290857000	NORINE LAGRONE ET AL	W C PEMBERTON	11/28/1969	Lease	96	371	8486		Texas	Milam
1290858000	TOM H WELLS ET AL	W C PEMBERTON	12/03/1969	Lease	96	386	8546		Texas	Milam
1290859000	ROY W HANN JR	CENTERLINE OIL & GAS INC	10/09/1996	Lease	741	505	27566		Texas	Milam
1290860000	J B ELY JR	CENTERLINE OIL & GAS INC	09/24/1996	Lease	739	128	26932		Texas	Milam
1290941000	JOE G MOORE JR ET AL	UNION PACIFIC RESOURCES COMPANY	07/19/1999	Lease	803	234	42495		Texas	Milam
1291133000	ST OF TX M-97710	CLAYTON WILLIAMS ENERGY INC	01/07/1997	Lease	670	724	0970769		Texas	Milam
1291133000	ST OF TX M-97710	CLAYTON WILLIAMS ENERGY INC	01/07/1997	Lease	744	271	28266		Texas	Milam
1291236000	BETTYE NORRIS SCHWARTZ	UNION PACIFIC RESOURCES COMPANY	03/27/1997	Lease	261	720	2642		Texas	Milam
1291236000	BETTYE NORRIS SCHWARTZ	UNION PACIFIC RESOURCES COMPANY	03/27/1997	Lease	752	1	30605		Texas	Milam
1291260000	JOHN RUNGE	RME PETROLEUM COMPANY	02/07/2001	Lease	846	297	52203		Texas	Milam
1291261000	DOROTHY ROSE DESHONG	RME PETROLEUM COMPANY	02/08/2001	Lease	852	18	63335		Texas	Milam

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MF 098525
MF 099010
MF 099118
MF 097710

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PAGE 43 OF 60
10 DAY OF Nov 20 16
BARBARA YANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

VOL. 1289 PAGE 253
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1291262000	HOWRAN CORPORATION A TEXAS CORPORATION	RME PETROLEUM COMPANY	07/30/2001	Lease	856	298	64189		Texas	Milam
1291263000	FAY RENFRO HALBOUTY TRUST	RME PETROLEUM COMPANY	08/08/2001	Lease	856	302	64190		Texas	Milam
1291264000	MICHAEL T HALBOUTY	RME PETROLEUM COMPANY	08/08/2001	Lease	855	669	64086		Texas	Milam
1291265000	ESTATE OF ADRIAN ROSE MCGEE	RME PETROLEUM COMPANY	02/08/2001	Lease	848	888	62733		Texas	Milam
1291266000	ALLAN GRAYSON ROSE	RME PETROLEUM COMPANY	08/18/2001	Lease	856	306	64191		Texas	Milam
1291267000	HELEN ROSE SOOY	RME PETROLEUM COMPANY	08/13/2001	Lease	855	666	64085		Texas	Milam
1291268000	DOUGLAS J RUNK	RME PETROLEUM COMPANY	07/24/2001	Lease	859	833	64894		Texas	Milam
1291269000	HENRY J ROSE	RME PETROLEUM COMPANY	02/07/2001	Lease	852	15	63334		Texas	Milam
1291270000	NELL K ROSS ESTATE TRUST ET AL	RME PETROLEUM COMPANY	10/01/2001	Lease	860	444			Texas	Milam
1291271000	JAMES H ROSS ESTATE TRUST ET AL	RME PETROLEUM COMPANY	10/01/2001	Lease	733	164	25377		Texas	Milam
1291272000	JAMES W BOYD ESTATE	RME PETROLEUM COMPANY	09/10/2001	Lease	862	606	65411		Texas	Milam
1291273000	THE WILLIAM NOBLE SMITH JR 1984 TRUST	RME PETROLEUM COMPANY	10/10/2001	Lease	862	612	65413		Texas	Milam
1291274000	GREGORY SMITH	RME PETROLEUM COMPANY	10/16/2001	Lease	862	640	65422		Texas	Milam
1291275000	VIRGINIA HOWE SMITH REV OIL & GAS TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	627	65418		Texas	Milam
1291276000	R J & C S ST GERMAIN PARTNERSHIP LTD	RME PETROLEUM COMPANY	10/11/2001	Lease	862	621	65416		Texas	Milam
1291277000	JEFFREY SMITH	RME PETROLEUM COMPANY	10/16/2001	Lease	862	637	65421		Texas	Milam
1291278000	THE KEATING FAMILY PARTNERSHIP	RME PETROLEUM COMPANY	10/11/2001	Lease	862	624	65417		Texas	Milam
1291279000	FADRIQUE TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	633	65420		Texas	Milam
1291280000	GLORIA LAURA MASTERSON	RME PETROLEUM COMPANY	10/11/2001	Lease	862	618	65415		Texas	Milam
1291281000	ROBERT K SMITH TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	617	65414		Texas	Milam
1291282000	LEIGH HENRY MASTERSON	RME PETROLEUM COMPANY	10/11/2001	Lease	862	630	65419		Texas	Milam
1291283000	SUZANNE B DAVIS	RME PETROLEUM COMPANY	10/10/2001	Lease	862	609	65412		Texas	Milam
1291284000	STEVEN FOSS	RME PETROLEUM COMPANY	10/16/2001	Lease	872	317			Texas	Milam
1291285000	CHERYL FOSS	RME PETROLEUM COMPANY	10/16/2001	Lease	872	314			Texas	Milam
1291286000	PATRICIA MELTON	RME PETROLEUM COMPANY	10/16/2001	Lease	872	311			Texas	Milam
1291287000	CAMPBELL SMITH TESTAMENTARY TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	872	308			Texas	Milam
1291288000	MRT OIL & GAS INC	RME PETROLEUM COMPANY	09/11/2001	Lease	875	164	67973		Texas	Milam
1291289000	VIRGINIA ANN S FOSS TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	884	68324		Texas	Milam

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10 DAY OF Nov 20 16
PAGE 44 OF
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL. 1289 PAGE 254
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1291290000	JUDITH S MENDOZA TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	876	68322		Texas	Milam
1291291000	TYLER JAMES MELTON TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	891	68326		Texas	Milam
1291292000	FRANK RUNGE	RME PETROLEUM COMPANY	05/01/2001	Lease	876	888	68325		Texas	Milam
1291293000	JENNIFER SMITH TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	880	68323		Texas	Milam
1291294000	JEANNE RUNGE TONN	RME PETROLEUM COMPANY	06/10/2002	Memorandum	891	697	71171		Texas	Milam
1291295000	DOROTHY ANNE RUNGE HIERONYMUS	RME PETROLEUM COMPANY	06/10/2002	Memorandum	888	637	70629		Texas	Milam
1291296000	STEVEN L HARRISON	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	574	69785A		Texas	Milam
1291297000	SAM G HARRISON JR	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	570	69784		Texas	Milam
1291298000	REBECCA H BAKER	RME PETROLEUM COMPANY	08/09/2002	Lease	884	571	69784A		Texas	Milam
1291299000	ELLEN H WHITE	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	573	69785		Texas	Milam
1291300000	SIDNEY ROGER DAVIS	ANADARKO E&P COMPANY LP	05/06/2003	Lease	910	411	74801		Texas	Milam
1291301000	LMJCO INC.	ANADARKO E&P COMPANY LP	05/01/2003	Lease	909	430	74622		Texas	Milam
1291302000	JOY RESOURCES INC	ANADARKO E&P COMPANY LP	05/01/2003	Lease	909	434	74623		Texas	Milam
1291303000	PRISCILLA DAVIS GRAVELY	ANADARKO E&P COMPANY LP	05/06/2003	Lease	909	438	74624		Texas	Milam
1291304000	GEORGI DAVIS DUWE	ANADARKO E&P COMPANY LP	05/06/2003	Lease	909	427	74621		Texas	Milam
1291305000	JOSEY OIL COMPANY	ANADARKO E&P COMPANY LP	05/01/2003	Lease	910	160	74751		Texas	Milam
1291306000	FLOYD H DAVIS	ANADARKO E&P COMPANY LP	06/25/2003	Lease	910	414	74802		Texas	Milam
1291307000	SUZANNE DAVIS MARITAL TRUST	ANADARKO E&P COMPANY LP	05/28/2003	Lease	910	564	74826		Texas	Milam
1291308000	PAMELA FOSS ESTATE	ANADARKO E&P COMPANY LP	06/18/2003	Lease	910	164	74752		Texas	Milam
1291309000	RAJ ENERGY INC	ANADARKO E&P COMPANY LP	05/01/2003	Lease	910	156	74750		Texas	Milam
1291310000	BLACK STONE ACQUISITIONS PARTNERS I L P	ANADARKO E&P COMPANY LP	09/01/2003	Memorandum	918	812	76500		Texas	Milam
1291311000	KAISER-FRANCIS OIL COMPANY	ANADARKO E&P COMPANY LP	04/30/2003	Lease	920	838	76883		Texas	Milam
1296150000	F H YOUNG ET AL	RME PETROLEUM COMPANY	12/05/2001	Lease	864	232	65780		Texas	Milam

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10 DAY OF Nov 20 16
PAGE 45 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

VOL. 1289 PAGE 255
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1316636000	UNION PACIFIC RAILROAD COMPANY	UNION PACIFIC RESOURCES COMPANY	09/29/1999	Lease	807	326	43400		Texas	Milam
1325458000	FREEMAN JEROME SPRADLING ET UX, DOROTHY	CLAYTON WILLIAMS ENERGY INC	11/17/1995	Lease	719	604			Texas	Milam
1328023000	JAMES R GOTCHER III TRUST UAD ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	61			Texas	Milam
1328024000	FRANK S MCGEE JR UW ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	32			Texas	Milam
1328025000	DIANE PIERSON MATSUI ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	84			Texas	Milam
1328026000	COASTAL BEND COMMUNITY FOUNDATION	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	03			Texas	Milam
1329228000	ARNOLD RAY TAYLOR JR	ANADARKO E&P ONSHORE LLC	11/26/2013	Lease	1224	182			Texas	Milam
1102476000	DAVID NIX	UNION PACIFIC RESOURCES	7/16/1997	Term Deed	753	96			Texas	Milam
1284685000	Lucy Sidney Davis, et al	Union Pacific Resources Company	8/18/1996	Lease	679	360			Texas	Milam
1284798000	Charles A. Berghane Jr. and Myra L. Berghane	Union Pacific Resources Company	11/19/1997	Lease	765	643			Texas	Milam
1284799000	Charles E. Hutzler and Diane Hutzler	Union Pacific Resources Company	11/19/1997	Lease	766	842			Texas	Milam
1284797000	Ruth T. Lewis	Union Pacific Resources Company	11/19/1997	Lease	765	81			Texas	Milam
1284487000	Glen D. Supak	Union Pacific Resources Company	6/26/1995	Lease	710	304			Texas	Milam

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10 DAY OF Nov 20 16
PAGE 46 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Pamela Hall

EXHIBIT A-1

Properties

[See attached]

VOL. 1289 PAGE 256
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 42 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

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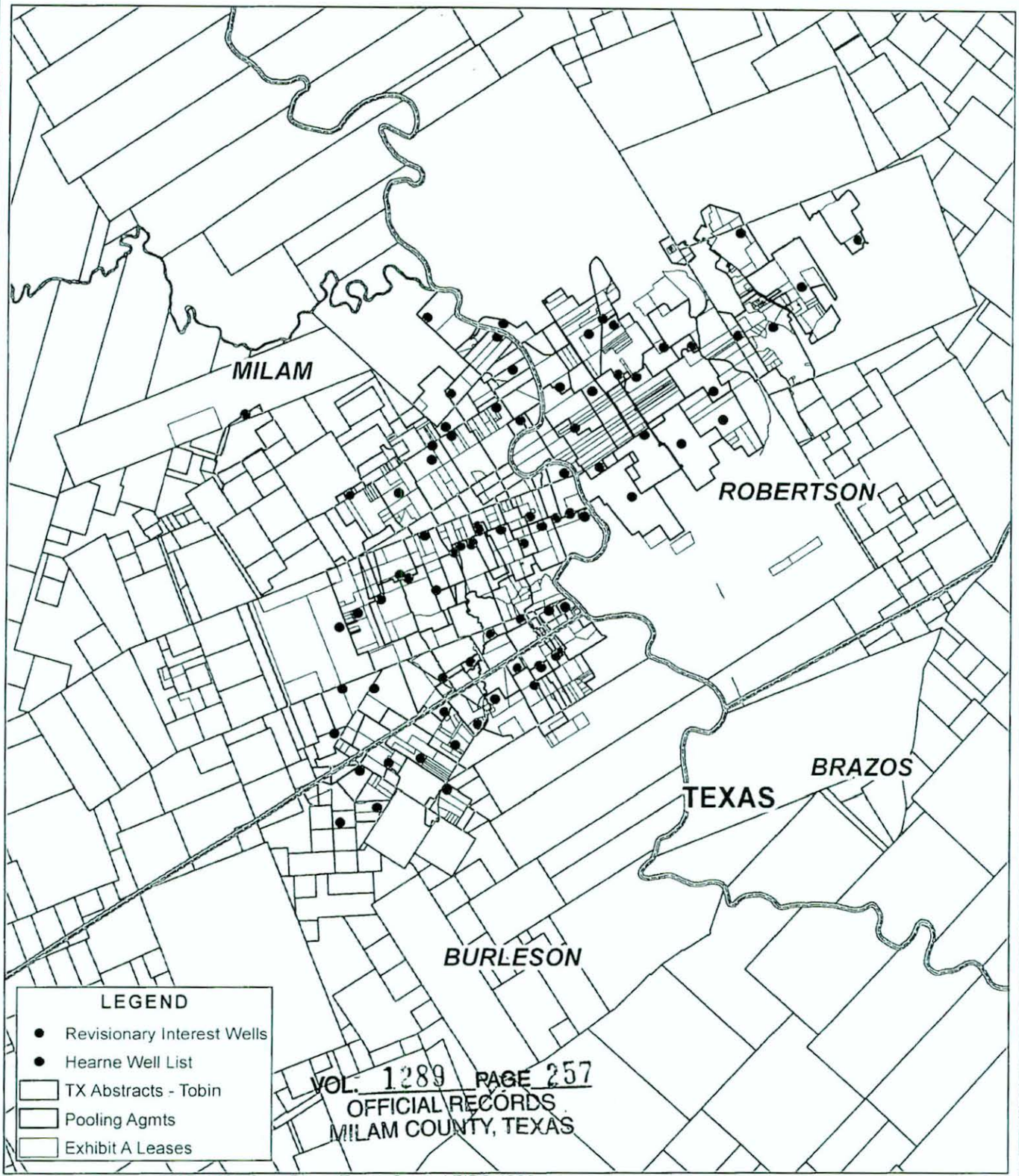
Exhibit A-1

Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016



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Datum: North American 1927
Date: 8/1/2016

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Anadarko E&P Onshore LLC

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10 DAY OF Nov 20 16
PAGE 48 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

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EXHIBIT A-2

WELLS

[See attached]

VOL. 1289 PAGE 258
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 49 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

11:31:11

Exhibit A-2
Wells
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

API_NO	LEASE	STATE	COUNTY
4233133481	ALBRIGHT-WEATHERFORD UNIT 1	TX	MILAM
4233134095	ANDREWS #2	TX	MILAM
4233133493	ANDREWS UNIT 1	TX	MILAM
4233133484	BAILEY-HANN UNIT 1	TX	MILAM
4233133475	BERETTA UNIT 1	TX	MILAM
4233133482	BROWN-ELY UNIT 1	TX	MILAM
4233133460	BROWNING UNIT 1	TX	MILAM
4233133507	BUNDICK-WELLS UNIT 1	TX	MILAM
4233133476	BURTON-WELLS UNIT 1	TX	MILAM
4233133479	CARTWRIGHT-MOORE UNIT 1	TX	MILAM
4233133466	CITORI UNIT 1	TX	MILAM
4233133532	COLT #2 (NEA CHALK HILL)	TX	MILAM
4233133486	COX TRUST UNIT 1	TX	MILAM
4233133445	CUNNINGHAM #1	TX	MILAM
4233134192	CUNNINGHAM #3	TX	MILAM
4233133509	CUNNINGHAM UNIT 2	TX	MILAM
4233133467	DITTO-WILSON UNIT 1	TX	MILAM
4233133510	ELY #3	TX	MILAM
4233133463	ELY UNIT 1	TX	MILAM
4233133775	ELY UNIT 1 #2	TX	MILAM
4233134764	ELY UNIT 1 EB 1H	TX	MILAM
4233133465	ELY UNIT 2	TX	MILAM
4233133885	ELY UNIT 2 #2	TX	MILAM
4233133485	FRAZIER-GALL UNIT 1	TX	MILAM
4233133525	GREY WOLF UNIT #1	TX	MILAM
4233133468	HEATHMAN-MILLER UNIT 1	TX	MILAM
4233133814	HOLDEN MOORE #2	TX	MILAM
4233133488	HOLDEN-MOORE UNIT 1	TX	MILAM
4233133512	KYLE #1	TX	MILAM
4233133505	MCCRARY ESTATE 1	TX	MILAM
4233133477	MILLS-MCGEE TRUST UNIT 1	TX	MILAM
4233133515	MOORE UNIT 1	TX	MILAM
4233133470	MUELLER-GAUSE UNIT 1	TX	MILAM
4233133529	OTTER #1	TX	MILAM
4233133558	RUNGE #1	TX	MILAM
4233133487	SHAW UNIT 1	TX	MILAM
4233133511	SHIMEK-HOPPE #1	TX	MILAM
4233133551	SIX MILE #1	TX	MILAM
4233133459	SLAY UNIT 1	TX	MILAM
4233133457	SMITH ESTATE UNIT 1	TX	MILAM
4233133471	STEWART UNIT 1	TX	MILAM
4233133492	WEATHERFORD UNIT 1	TX	MILAM
4233133506	WOLF DEN UNIT 1	TX	MILAM
4233133514	WOLF UNIT #2	TX	MILAM
4233133491	WOLF UNIT 1	TX	MILAM
4233133469	YOUNG-WILSON UNIT 1	TX	MILAM
4233133519	BIG EYE UNIT 1	TX	MILAM
4233133522	GREY REEF 1	TX	MILAM
4233133521	TIGER 1	TX	MILAM

VOL. 1289 PAGE 259
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 50 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

9:01:11

Exhibit A-3

CONTRACTS

[See Attached]

VOL. 1289 PAGE 260
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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10 DAY OF Nov 20 16
PAGE 51 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

11:18:21

VOL. 1289 PAGE 261
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A-3
Contracts
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Name	Contract Type	Agreement Type	Rights Held	Status	Effective Date	Expiration Date
CLAYTON WILLIAMS/UPRC	Contract	Acreage Exchange Agmt	Oil and Gas	Active	4/2/1997	
CLAYTON WILLIAMS ENERGY, INC	Contract	Assignment	Oil and Gas	Active	8/7/2014	8/7/2099
ANADARKO TO CLAYTON WILLIAMS	Contract	Assignment	Oil and Gas	Active	8/22/2014	8/22/2099
DON DILLON #1 & #2 WELLBORE ASSIGNMENT AND BOS	Contract	Assignment	Oil and Gas	Active	2/26/2015	
ANADARKO TO RIVERBEND	Contract	Assignment	Oil and Gas	Active	9/1/2008	
ANDEX RESOURCES TO AE&P	Contract	Assignment	Oil and Gas	Active	2/8/2010	
AE&P TO ANDEX RESOURCES	Contract	Assignment	Oil and Gas	Active	11/10/2003	
ASN APC TO CLAYTON WILLIAMS	Contract	Assignment	Oil and Gas	Active	3/31/2004	
ASN CLAYTON WILLIAMS TO UPRC	Contract	Assignment	Oil and Gas	Active	1/22/1996	
ASPEN DEVELOPMENT TO AE&P	Contract	Assignment	Oil and Gas	Active	9/1/2013	
MCGREW UNIT NO 1 FO	Contract	Farmout Agmt	Oil and Gas	Active	4/10/2000	
DENENA-ELY UNIT FO	Contract	Farmout Agmt	Oil and Gas	Active	5/25/1999	
MILAM CTY MULTI WELL JOA WSAGE	Contract	Joint Operating Agmt	Oil and Gas	Active	2/18/1997	
PAYNE PHEGLEY UNIT #1	Contract	Joint Operating Agmt	Oil and Gas	Active	4/23/1996	
PISTOL UNIT WELL NO 1	Contract	Joint Operating Agmt	Oil and Gas	Active	8/23/1996	
CLAYTON WILLIAMS/UPRC SHALLOW	Contract	Joint Operating Agmt	Oil and Gas	Active	4/2/1997	
CLAYTON WILLIAMS/UPRC (DEEP)	Contract	Joint Operating Agmt	Oil and Gas	Active	11/17/1996	
BROUGHTON-NIGLIAZZO UNIT ET AL	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
NIGLIAZZO UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
PERRONE UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
DENENA-ELY UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
BLUE RIBBON UNIT 1	Contract	Joint Operating Agmt	Oil and Gas	Active	8/15/2002	
RUNGE NO 1 WELL	Contract	Joint Operating Agmt	Oil and Gas	Active	7/1/2003	
ANDEX JOINT VENTURE AGREEMENT	Contract	Joint Venture Agmt	Oil and Gas	Active	5/1/2000	5/1/2003
RUNGE NO 1 WELL	Contract	Letter Agmt	Oil and Gas	Active	7/15/2003	
SHIMEK-HOPPE	Contract	Letter Agmt	Oil and Gas	Active	11/24/1998	
WOLF 2	Contract	Miscellaneous	Oil and Gas	Active	10/5/1999	
AEP ONSHORE AND ADMIRAL A HOLDING LP ET AL PA	Contract	Participation Agmt	Oil and Gas	Active	7/1/2014	
CLAYTON WILLIAMS ENERGY INC	Contract	Purchase/Sale Agmt	Oil and Gas	Active	12/22/1995	
BETTY RUTH EVANS SURFACE AGMT	Contract	Surface Contract	Surface	Active	9/4/1997	
DORIS NESMITH SURFACE AGREE.	Contract	Surface Contract	Surface	Active		

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10 DAY OF Dec 2016
PAGE 52 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY

Exhibit A-3
Contracts
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Name	Contract Type	Agreement Type	Rights Held	Status	Effective Date	Expiration Date
SIX MILE 1 LETTER AGREEMENT	Contract	Surface Contract	Surface	Active	6/18/2002	

VOL. 1289 PAGE 262
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
PAGE 10 DAY OF Nov 20 16
PAGE 53 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Brenda Hall

Exhibit A-4

Commodity Contracts

[See Attached]

VOL. 1289 PAGE 263
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 54 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

Exhibit A-4
Commodity Contracts
Attached to and Made Part of That Certain Assignment and Bill of Sale Effective dated July 1, 2016

Agreement Name	Contract Type	Agreement Type	Product	Effective Date	Expiration Date
Gas Purchase and Processing Contract 9265-100	Contract	Gathering Agreement	Gas/NGL	1/1/2012	11/1/2019
Gas Purchase and Processing Contract ITC 9265-102	Transaction Confirmation	Gathering Agreement	Gas/NGL	1/1/2014	10/31/2024
Gas Purchase and Processing Contract ITC 9265-102 Amendment	Transaction Confirmation	Gathering Agreement	Gas/NGL	12/1/2014	10/1/2024
ETC NGL Imbalances and Cash Out 9265-102	Letter Agreement	Imbalance and Settlement Agreement	Gas/NGL	1/11/2016	MTM/30 day notice
Universal Facilities Construction Agreement Gas Lift Facilities Amendment 9265-100	Letter Agreement	Agreement	Gas/NGL	1/1/2014	

VOL 1289 PAGE 264
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
16 DAY OF Nov 20 16
PAGE 55 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY: Danielle Kitchell

Exhibit A-5

SURFACE CONTRACTS

[See attached]

VOL. 1289 PAGE 265
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 56 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

11.18.16

Exhibit A-5
Surface Contracts
Attached to and Made Part of That Certain Assignment and Bill of Sale Effective July 1, 2016

Lessor/Grantor	Lessee/Grantee	Agreement Type	Effective Date	Book	Page	Reception	Cause No.	State	County
THOMAS E BONORDEN	UNION PACIFIC RESOURCES COMPANY	Right of Way/Easement/Facility	10/19/1995	716	578	21409		Texas	Milam
MYRON ELY	RME PETROLEUM COMPANY	Right of Way/Easement/Facility	6/19/2002	877	661	68474		Texas	Milam
ROBERT HENRY HARWOOD SR	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	3/23/2011	1145	276	1198		Texas	Milam
GLORIA A HOLDEN	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	2/28/2011	1145	271	1197		Texas	Milam
MYRON ELY	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	10/11/2010	1135	178	117298		Texas	Milam
MYRON ELY	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/31/2011	1155	131	3079		Texas	Milam
JACK A JEBBIA	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/28/2012	1182	220	8075		Texas	Milam
JACK A JEBBIA	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/28/2012	1182	214	8074		Texas	Milam
MARY LUMMUS FERGUSON	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	7/30/2012	1182	225	8076		Texas	Milam

VOL. 1289 PAGE 66
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 57 OF 66
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Dundee Hall

Exhibit C

Other Leases

[See attached]

VOL. 1289 PAGE 267
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 2016
PAGE 58 OF 60
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

97.87.11

Exhibit C
Other Leases
Attachd to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Lessor/Grantor	Lessee/Grantee	Agreement Date	Book	Page	County
Eddie V. Chaney	Union Pacific Resources Company	2/5/1996	733	83	Milam
Edward W. Clemons, Et Al	Union Pacific Resources Company	11/15/1996	734	201	Milam
Estate of Gaspar Tramonte and Christine Tramonte	Union Pacific Resources Company	6/27/1994	695	381	Milam
Rayford Green	Anadarko E&P	12/4/2013	1261	817	Milam
Henry Parker Jr	Union Pacific Resources	7/25/1996			Milam
John Heyburn	Union Pacific Resources	6/20/1996	737	810	Milam
George B. Strong	Union Pacific Resources	6/20/1996	737	812	Milam
Maxine K. Lawson - Individually and as Trustee and Thomas H. Lawson, Individually and as Trustee	Union Pacific Resources	9/2/1993	682	130	Milam
Aaron Hammond, et al	Union Pacific Resources	7/14/1996	743	446	Milam
Frances N. Nesbith, et al	Anadarko E&P Company LP	7/2/2003	918	815	Milam
Frances M. Nesbith, et al	Anadarko E&P Company LP	11/2/2003	923	486	Milam

VOL. 1289 PAGE 268
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 59 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

91.81.11

After recording please return to:

TreadStone Energy Partners II, LLC
106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

CLERK'S NOTICE: 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.

FILED
AT 2:30 O'CLOCK P M
ON THE 2 DAY OF Sept
A.D., 20 16.

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Linda Hall DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. 1289 PAGE 210
RECORDED 9-2-16 @ 2:30
BY Linda Hall DEPUTY

VOL. 1289 PAGE 269
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

262

60

CERTIFIED TO BE A TRUE AND CORRECT COPY
10 DAY OF Nov 20 16
PAGE 60 OF 60

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Linda Hall

97.81.11

33

Code No. MF 097710
Assign ID # 10104
Anadarko to Treadstone

Date Filed: 12-22-16

George P. Bush, Commissioner

By: AT

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 15, 2017

Megan Pena
WildHorse Resources
PO Box 79588
Houston, Texas 77279

RE: Assignment ID 10338 – MF097710
Milam County

Dear Ms. Pena:

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

Assignment, Bill of Sale, Deed and Conveyance, effective October 1, 2016, from Clayton Williams Energy, Inc., as assignor to WHE AcqCo., LLC, as assignee. Filed for record in Vol 1298, Pg 435.

Filing fees in the amount of $25.00 were received for the referenced assignment.

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

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

WildHorse RESOURCES
management company

March 10, 2017

70 10 338

TEXAS GENERAL LAND OFFICE
1700 North Congress Ave
Austin, Texas 78701
Attn: Carl Bonn

RE: CWEI to WHE AcqCo – Milam County and Burleson County Assignments

Dear Mr. Bonn,

Enclosed please find a certified copy of the Assignment, Bill of Sale Deed and Conveyance recorded in the Deed Records of Milam County, Texas, Volume 1298, Page 435, a list of the State of Texas leases included in said Assignment, and check number 51524 in the amount of $25.

Also enclosed is check number 51508 in the amount of $250 as replacement for check number 51437, as well as a list of the State of Texas leases in our Burleson County Assignment which you previously received.

Should you have any questions, you may contact me at (713) 255-9351.

Sincerely,
WildHorse Resources Management Co., LLC

Megan Peña

Megan Peña
Landman

Enclosures

WildHorse Resources Management Company LLC

51524

Texas General Land Office

03/09/2017

Texas GLO filing fee for Milam County

$25.00

17709528

$25.00

WildHorse Resources Management Company LLC

51524

Texas General Land Office

03/09/2017

Texas GLO filing fee for Milam County

$25.00

Texas GLO filing fee for Milam County

$25.00

3.13.17

CLAYTON WILLIAMS ENERGY INC TO WHE ACQCO - MILAM COUNTY, TEXAS

Lease Number	Lessor	Lessee	Lease Date	Recording Information	County	Legal Description
TX-002060-207885-01	STATE OF TX MF-97710	CLAYTON WILLIAMS ENERGY, INC.	1/7/1997	Volume 744, Page 271	Milam	Tract 6, Brazos River, Milam and Robertson Counties, Texas, Containing approximately 245 acres, is bound on the North by an easterly extension of the North line of the Jennet Bowen Survey, A-95, and is bound on the South by an easterly extension of the south line of the Chas Chevaillier Survey, A-122, both surveys being in Milam County, Texas

ID 10338

Execution Version

RECORDING REQUESTED BY AND)
Return acknowledgment to:)
[redacted])
Capitol Services, Inc.)
P.O. Box 1831 Austin, TX 78767)
800/345-4647 9113

MF097710

ASSIGNMENT, BILL OF SALE, DEED AND CONVEYANCE

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

eff 10-1-16
alc

This Assignment, Bill of Sale, Deed and Conveyance (this "***Assignment***") is effective for all purposes as of 12:01 a.m., Central Standard Time on October 1, 2016 (the "***Effective Time***") and is made by Clayton Williams Energy, Inc., a Delaware corporation, whose address is 6 Desta Drive, Suite 3000, Midland, Texas 79705 ("***Assignor***") to WHE AcqCo., LLC, a Delaware limited liability company, whose address is 421 West 3rd Street, Suite 750, Fort Worth, Texas 76102 ("***Assignee***"). Assignor and Assignee are sometimes referred to individually as a "***Party***" and collectively as the "***Parties***".

1. Assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, DEED, SELL, ASSIGN, TRANSFER, AND CONVEY to Assignee, subject to the terms of the Purchase Agreement (as defined below) and the exceptions and reservations and the terms and provisions herein contained, the entirety of Assignor's right, title and interest, including all rights, estates, powers and privileges appurtenant thereto, in and to the following described assets and interests (collectively, the "***Assets***"):

(a) all Hydrocarbon leases and fee mineral interests described on Exhibit A-1, whether such right, title and interest are legal or equitable, vested or contingent, including, without limitation, overriding royalty interests, net profits interests and similar interests derived from any Hydrocarbon leases or fee mineral interests described on Exhibit A-1 (collectively, the "***Leases***"), together with all pooled, communitized or unitized acreage or rights which includes or constitutes all or part of any Leases or any Wells (the "***Units***"), and all tenements, hereditaments and appurtenances belonging to the Leases and Units (together with the lands described in the Leases and Units, collectively, the "***Lands***"), in each case as to the Leases, Units and Lands;

(b) any and all Hydrocarbon, water, CO_2, injection wells, disposal wells, or other wells located on, under or within the Lands, including those described on Exhibit A-2 attached hereto (the "***Wells***" and together with the Leases and Units, the "***Oil and Gas Properties***"), in each case whether producing, non-producing, permanently or temporarily Plugged and Abandoned;

VOL. 1298 PAGE 435
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

US 4780395

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6 DAY OF March 2017
PAGE 1 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Rorchcott

(c) all tank batteries, pipelines, metering facilities, interconnections and other equipment, machinery, facilities, fixtures and other tangible personal property and improvements, flowlines, lateral pipelines, gathering pipelines, Well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery, compression equipment, processing and separation facilities, structures, materials, SCADA system assets, and Well equipment (both surface and subsurface) located on the Lands or Realty Interests, and automation systems including meters and related telemetry, and associated communications infrastructure including towers, antennas, data links and network circuits, in each case, that are primarily used in connection with the ownership or operation of the Oil and Gas Properties or the production, transportation or processing of Hydrocarbons produced from the Oil and Gas Properties, or has been charged to the joint account for such Oil and Gas Properties under the applicable operating agreement (the "***Equipment***");

(d) all contracts, agreements and instruments that are binding on the interests described in subparts (a) - (c) above and (e) - (i) below or that relate to the ownership or operation of the interests described in subparts (a) - (c) above and (e) - (i) below (but only to the extent applicable to the interests described in subparts (a) - (c) above and (e) - (i) below), including, without limitation, operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements and other contracts in which Assignor acquired interests in any other Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons and processing agreements, but excluding any entire or partial interests in contracts, agreements and instruments included within the definition of "Excluded Assets," and *provided* that the defined term "Contracts" shall not include the Leases and other instruments constituting Assignor's chain of title to the Leases (subject to such exclusion and proviso, the "***Contracts***"), in each case as to the Contracts;

(e) all surface fee interests, easements, permits, licenses, servitudes, rights of way, surface leases and other rights to use the surface, in each case to the extent appurtenant to, and relating to, the ownership or operation of the Oil and Gas Properties or Realty Interests, including the property described on Exhibit A-4 (the "***Rights of Way***"), in each case as to the Rights of Way;

(f) all (i) Hydrocarbons in, on, under or that may be produced from or attributable to the Oil and Gas Properties on or after the Effective Time, (ii) Hydrocarbons inventories including all oil, condensate and scrubber liquids and ethane, propane, iso-butane, nor-butane and gasoline inventories of Assignor from the Oil and Gas Properties in storage or constituting linefill as of the Effective Time, and (iii) all Imbalances as of the Effective Time (the economic transfer of which as of the Effective Time shall be made by a financial adjustment pursuant to Section 2.4(d) of the Purchase Agreement and the physical transfer of which shall occur on the Closing Date);

(g) all buildings, offices, improvements, appurtenances, field offices and yards described on Exhibit A-3 (the "***Realty Interests***");

VOL 1298 PAGE 436
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 2 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

(h) the vehicles described on Exhibit A-5;

(i) all data, core and fluid samples and geophysical studies (including seismic data, studies and information) and all seismic geophysical data in each case to the extent covering any of the Lands or Wells, but expressly excluding, any and all data, core and fluid samples and geophysical studies (including seismic data, studies and information) and all seismic geophysical data the transfer or disclosure of which are prohibited or restricted by any applicable agreements or contracts binding on Assignor or any of such samples, studies or data; and

(j) subject to Section 7.15 of the Purchase Agreement, (i) originals of the Records which relate solely to the Assets and (ii) the non-assignable non-exclusive license and right to make and own copies of the Records which relate to both the Assets and any Excluded Asset; and

(k) all insurance proceeds relating to any Casualty Losses with respect to the Assets occurring between the Execution Date and the Closing Date, up to the Allocated Amount of the Assets subject to such Casualty Loss, saving an excepting unto Assignor any such proceeds covering Casualty Losses that have been cured, repaired or restored by or on behalf of Assignor.

TO HAVE AND TO HOLD the Assets, unto Assignee and to its successors and assigns, forever, subject to the other matters set forth herein.

2. Notwithstanding anything to the contrary contained herein, Assignor hereby excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its respective successors and assignees, the entirety of Assignor's right, title and interest, including all rights, estates, powers and privileges appurtenant thereto, in and to the following ("***Excluded Assets***"):

(a) all right, title and interest to the properties (including personal property) and assets (i) set forth on Schedule 1.1 to the Purchase Agreement or (ii) not specifically described or included in the definition of "Assets";

(b) the Excluded Records;

(c) Assets excluded from the Purchase Agreement pursuant to Section 3.2(g)(ii), Section 7.5 and Section 7.6 of the Purchase Agreement;

(d) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time;

(e) all fee minerals, reversionary interests, non-participating royalty interests, executive rights, non-executive rights, royalties, overriding royalties, reversionary interests, net profit interests, production payments, and other royalty burdens and other interests payable out of production of Hydrocarbons and any other similar interests in

VOL. 1298 PAGE 437
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 3 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

Hydrocarbons and minerals, in each case to the extent that are not included in or are located on lands outside of the boundaries of the Lands;

(f) all indemnity rights, rights under any Contracts and all claims of Assignor or any Affiliate of Assignor against any Third Party to the extent related or attributable to, periods on or prior to the Effective Time (including claims for adjustments or refunds) or for which Assignor is liable for payment or required to indemnify Assignee under Section 10.1 or Article XII of the Purchase Agreement (in each case whether or not such claims are pending or threatened as of the Execution Date or the Closing Date);

(g) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, logos, trademarks, trade names and other intellectual property;

(h) any offices, office leases and any personal property located in or on such offices or offices leases that do not constitute the Realty Interests;

(i) all proceeds of Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time (except proceeds from such Hydrocarbons for which the Adjusted Purchase Price is adjusted under Section 2.4(d) of the Purchase Agreement);

(j) any and all claims of Assignor for refunds of, or credits attributable to the right to report loss carryforwards of Assignor with respect to Tax Returns filed by Assignor relating to, or similar Tax assets relating to (i) Asset Taxes attributable to any period (or portion thereof) ending prior to the Effective Time, (ii) Income Taxes, (iii) Taxes attributable to the Excluded Assets and (iv) any other Taxes relating to the ownership or operation of the Assets or the production of Hydrocarbons or the receipt of proceeds therefrom that are attributable to any period (or portion thereof) ending prior to the Effective Time;

(k) all claims, rights and interests of Assignor or Affiliates of Assignor (i) under any policy or agreement of insurance or indemnity agreement, (ii) under any bond or security instrument or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of Assets prior to the Effective Time, except as expressly included in subpart (k) of the definition of "Asset";

(l) except to the extent related to Assumed Obligations, all audit rights and claims for reimbursements from Third Parties for any and all Property Costs, overhead or joint account reimbursements and revenues associated with all joint interest audits and other audits of any (i) Excluded Assets or (ii) Property Costs under any Contracts or under Law covering periods prior to the Effective Time or for which Assignor is, in whole or in part, entitled to receive under Section 2.4 of the Purchase Agreement;

(m) whether or not relating to the Assets, master service agreements, procurement agreements, engineering and procurement contracts or similar service contracts and any work orders thereunder or relating thereto;

VOL 1298 PAGE 438
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 4 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Nowlcott

(n) all Hedges;

(o) all Contracts, agreements or instruments evidencing or providing for (i) indebtedness of Assignor or its Affiliates for borrowed money, (ii) obligations evidenced by promissory notes, or debentures, or any guarantee, commitment or obligation by which Assignor secures or guarantees any indebtedness of Assignor or its Affiliates for borrowed money, (iii) any mortgages, deeds of trust, security agreements, financing statements, or guarantees (excluding, for purposes hereof, obligations to assign or reassign interests in properties themselves) securing any indebtedness of Assignor or its Affiliates for borrowed money;

(p) all Seller Benefit Plans and assets attributable thereto;

(q) all accounts receivable relating to the Assets attributable to the ownership and operation thereof prior to the Effective Time, and all claims, causes of action, and rights under liens to the extent related thereto; and

(r) the gas plant further described on Exhibit A-6 to the Purchase Agreement.

Assignor and Assignee also agree to the following additional terms and conditions:

3. **Purchase Agreement**. This Assignment shall be effective as of the Effective Time and shall be subject to the terms and conditions of that certain Purchase and Sale Agreement dated as of October 24, 2016, between Assignor and Assignee (as amended from time to time, the "***Purchase Agreement***"), which terms and conditions are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the Purchase Agreement shall control in all respects and shall not merge into the terms of this Assignment; *provided, however*, this Assignment may be relied upon for all purposes without further recourse or reference to the Purchase Agreement with respect to the conveyance and transfer of title to the Assets. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

4. **Special Warranty of Defensible Title**. Except as expressly, and subject to the limitations, set forth in the Purchase Agreement and the other Transaction Documents, Assignor makes no warranty, express, implied or statutory, as to any of the rights, titles or interests hereby conveyed, and all such rights, titles or interests are sold to and accepted by the Assignee "as-is" and "where-is" with all defects and faults, if any, except that, other than any Permitted Encumbrances, Assignor warrants Defensible Title to the Assets against all Persons lawfully claiming the same, or any part thereof, by, through or under Assignor, but not otherwise. Recovery by Assignee for any breach by Assignor of the special warranty of Defensible Title contained herein shall be subject to Section 3.1(b) of the Purchase Agreement.

5. **Assumed Obligations**. Assignee hereby assumes and agrees to timely and fully pay, perform and otherwise discharge, the Assumed Obligations, under the terms of, and subject to the conditions in, the Purchase Agreement.

VOL 1298 PAGE 439
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 5 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

6. **Disclaimers and Acknowledgements.**

(a) **General Disclaimers**. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OF THE PURCHASE AGREEMENT, THE CERTIFICATE OF ASSIGNOR DELIVERED AT THE CLOSING PURSUANT TO SECTION 9.2(g) OF THE PURCHASE AGREEMENT, OR ASSIGNOR'S SPECIAL WARRANTY OF DEFENSIBLE TITLE HEREIN, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) ASSIGNOR DOES NOT MAKE, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE WAIVES AND REPRESENTS AND WARRANTS THAT ASSIGNEE HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN THIS OR ANY OTHER TRANSACTION DOCUMENT, INCLUDING ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OR ANY GEOLOGICAL, SEISMIC DATA, RESERVE DATA, RESERVE REPORTS, RESERVE INFORMATION (ANY ANALYSIS OR INTERPRETATION THEREOF) RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS OR WHETHER PRODUCTION HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR (IX) ANY OTHER RECORD, FILES OR MATERIALS OR INFORMATION (INCLUDING AS TO THE ACCURACY, COMPLETENESS OR CONTENTS OF THE RECORDS) THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING HERETO OR THERETO AND (B) ASSIGNOR FURTHER DISCLAIMS, AND ASSIGNEE WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EXCEPT AS SET FORTH ABOVE THE ASSETS ARE BEING TRANSFERRED "*AS IS, WHERE IS*," WITH ALL FAULTS AND DEFECTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE SPECIFICALLY DISCLAIMS ANY OBLIGATION OR DUTY OF ASSIGNOR OR ANY MEMBER OF THE SELLER

VOL. 1298 PAGE 440
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 6 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

GROUP TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE PURCHASE AGREEMENT AND ASSIGNEE EXPRESSLY ACKNOWLEDGES AND COVENANTS THAT ASSIGNEE DOES NOT HAVE AND WILL NOT HAVE AND WILL NOT ASSERT ANY CLAIM, DAMAGES OR EQUITABLE REMEDIES WHATSOEVER AGAINST ANY MEMBER OF THE SELLER GROUP EXCEPT FOR CLAIMS, DAMAGES AND EQUITABLE REMEDIES AGAINST ASSIGNOR FOR BREACH OF AN EXPRESS REPRESENTATION, WARRANTY OR COVENANT OF ASSIGNOR UNDER THIS ASSIGNMENT OR THE PURCHASE AGREEMENT.

(b) **Environmental Disclaimers**. Assignee acknowledges that the Assets have been used for exploration, development, production, gathering and transportation of oil and gas and there may be petroleum, produced water, wastes, scale, NORM, Hazardous Substances or other substances or materials located in, on or under the Assets or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, NORM or other Hazardous Substances. NORM may affix or attach itself to the inside of wells, pipelines, materials and equipment as scale, or in other forms. The wells, materials and equipment located on the Assets or included in the Assets may contain NORM and other wastes or Hazardous Substances. NORM containing material or other wastes or Hazardous Substances may have come in contact with various environmental media, including water, soils or sediment. Special procedures may be required for the assessment, Remediation, removal, transportation or disposal of environmental media, wastes, asbestos, NORM and other Hazardous Substances from the Assets. **EXCEPT WITH RESPECT TO THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.15 OF THE PURCHASE AGREEMENT, ASSIGNOR DOES NOT MAKE, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRESENCE OR ABSENCE OF NORM IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREAS WHERE THE ASSETS ARE LOCATED. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND THE REST OF THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES, AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING CONDITIONS SPECIFICALLY RELATING TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS, OTHER MAN-MADE FIBERS, AND NORM. ASSIGNEE IS RELYING SOLELY UPON THE TERMS OF THE PURCHASE AGREEMENT AND ITS OWN INSPECTION OF THE ASSETS. AS OF CLOSING, ASSIGNEE HAS MADE ALL SUCH REVIEWS AND INSPECTIONS OF THE ASSETS AND**

VOL 1298 PAGE 441
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 7 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

THE RECORDS AS ASSIGNEE HAS DEEMED NECESSARY OR APPROPRIATE TO CONSUMMATE THE TRANSACTION.

(c) **Changes in Prices; Well Events**. ASSIGNEE ACKNOWLEDGES THAT IT SHALL ASSUME ALL RISK OF LOSS WITH RESPECT TO: (A) CHANGES IN COMMODITY OR PRODUCT PRICES AND ANY OTHER MARKET FACTORS OR CONDITIONS FROM AND AFTER THE EFFECTIVE TIME; (B) PRODUCTION DECLINES OR ANY ADVERSE CHANGE IN THE PRODUCTION CHARACTERISTICS OR DOWNHOLE CONDITION OF ANY WELL, INCLUDING ANY WELL WATERING OUT, OR EXPERIENCING A COLLAPSE IN THE CASING OR SAND INFILTRATION, FROM AND AFTER THE EXECUTION DATE AND (C) DEPRECIATION OF ANY ASSETS THAT CONSTITUTE PERSONAL PROPERTY THROUGH ORDINARY WEAR AND TEAR.

(d) **CONSPICUOUSNESS**. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

7. **Separate Assignments**. Separate governmental forms of assignments of the Assets may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed by this Assignment and are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee.

8. **Binding Obligations**. This Assignment and all rights and covenants in connection herewith shall be binding upon the Parties, and their respective heirs, successors, and assigns, and the covenants hereof shall run with the Assets. All Exhibits and Schedules attached hereto are hereby made part hereof and incorporated herein by this reference. This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterpart descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, parish, state, or federal agency) in which the particular counterpart is to be filed or recorded.

9. **Subrogation**. To the extent permitted by Law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given by others with respect to the Assets, and Assignor hereby grants and transfers to Assignee, its respective successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets (but excluding covenants and warranties made by Assignor,

VOL 1298 PAGE 442
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 8 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

its respective Affiliates, and each of their respective members, partners, directors, managers, officers, employees and agents to the extent such Affiliates, members, partners, directors, managers, officers, employees, or agents are not predecessors-in-interest of Assignor with respect to the Assets, other than those set forth in the Purchase Agreement and the other documents and instruments delivered by such Persons thereunder).

10. **Governing Law**. This Assignment and the documents delivered pursuant hereto and the legal relations between the Parties shall be governed by, construed and enforced in accordance with the Laws of the State of Texas, without regard to principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

11. **Dispute Resolution**. Section 13.3 (*Dispute Resolution*) of the Purchase Agreement is incorporated herein, and shall apply *mutatis mutandis*.

12. **Further Assurances**. Each Party covenants and agrees to execute and deliver to the other Party all such additional reasonable instruments and other documents and will do all such other reasonable acts and things as may be necessary to more fully assure to Assignee or its successors or assigns, all of the respective properties, rights and interests herein and hereby granted or intended to be granted, including, without limitation, executing separate assignments of individual oil, gas and mineral leases or interests therein, which are included in the Assets and which are necessary to facilitate the recognition of Assignee's ownership of the Assets.

13. **Counterparts**. This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

[*Signature pages follow.*]

VOL. 1298 PAGE 443
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 9 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

IN WITNESS WHEREOF, this Assignment, Bill of Sale, Deed and Conveyance is executed and delivered to be effective as of the Effective Time.

ASSIGNOR:

CLAYTON WILLIAMS ENERGY, INC.

By: _____
Name: Mel G. Riggs
Title: President and Director

VOL. 1298 PAGE 444
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Signature Page to Assignment, Bill of Sale, Deed and Conveyance

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 10 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 6th day of December, 2016 by Mel G. Riggs as President and Director of Clayton Williams Energy, Inc., a Delaware corporation, on behalf of such corporation.

Kay K Hardin
NOTARY PUBLIC in and for the aforesaid County and State
Name: Kay K. Hardin
Commission Expires: 8-14-2018
Notary No. 12579945-7

KAY K. HARDIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-14-2018

VOL 1298 PAGE 445
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Acknowledgement Page to Assignment, Bill of Sale, Deed and Conveyance

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 11 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

ASSIGNEE:

WHE ACQCO., LLC

By: _____
Name: Mike Hoover
Title: President

VOL. 1298 PAGE 446
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 12 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 5th day of December, 2016 by Mike Hoover as President of WHE AcqCo., LLC, a Delaware limited liability company, on behalf of such limited liability company.

CAROLYN R WALKER
Notary ID# 1151542-5
My Commission Expires
January 8, 2018

NOTARY PUBLIC in and for the aforesaid County and State
Name: CAROLYN R WALKER
Commission Expires: 1/8/18
Notary No. 1151542-5

VOL 1298 PAGE 447
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Acknowledgement Page to Assignment, Bill of Sale, Deed and Conveyance

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 13 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

Exhibit A-1

Leases

See attached.

VOL. 1298 PAGE 448
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 14 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Nordcott

3:13:17

Lease #	Lessor	Lessee	Lease Date	Recording Information	County	State	Comments
TX-002060-207885-01	STATE OF TEXAS M-97710	CLAYTON WILLIAMS ENERGY, INC.	1/7/1997	Volume 670, Page 724	MILAM	TX	M= 097710
				Volume 744, Page 271	MILAM	TX	
TX-002060-208053	VIOLET H. FRAZIER, SEPARATE PROPERTY	UNION PACIFIC RESOURCES COMPANY	10/2/1995	Volume 725, Page 865	MILAM	TX	

VOL 1298 PAGE 449
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 15 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

Exhibit A-2

Wells

See attached.

VOL. 1298 PAGE 450
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 16 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Norcott

Exhibit A-2
Wells
Milam County, Texas

Number	Property Number	Property Name	County Name	API Number	WI	NRI
						#N/A
1	09458-001	BIG EYE #1	MILAM	4233133519	0.14	
2	29258-001	FRAZIER UNIT #1	MILAM	4233133480	1.000000000	0.80422456
3	29258-002	FRAZIER UNIT #2	MILAM	4233133520	1.000000000	0.80422456
4	29258-020	FRAZIER L.F. UNIT #20	MILAM	4233133621	1.000000000	0.81424339

1 of 1

VOL. 1298 PAGE 451
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 17 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

Exhibit A-3

Offices and Certain Realty

See attached.

VOL 1298 PAGE 452
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 18 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

Exhibit A-3

Offices and Certain Realty

None.

VOL 1298 PAGE 453
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 19 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
Jennifer Northcott

Exhibit A-4

Rights of Way

See attached.

VOL. 1298 PAGE 454
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 20 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

Exhibit A-4-1

4 CORNERS
RIGHT-OF-WAY AND EASEMENTS
PIPELINES

None.

VOL 1298 PAGE 455
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 21 OF 24
BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

3-13-17

Exhibit A-4-2

4 CORNERS
RIGHT-OF-WAY AND EASEMENTS
ACCESS ROADS
MILAM COUNTY, TEXAS

Access Site	County	Document	Grantor	Grantee	Vol/Pg	Comments
Supak Royall Unit #1	Milam Burleson	Surface Easement	Glen D. Supak and Cynthia D. Supak	Clayton Williams Energy, Inc.	594/548 Burleson Co.	Lease road to access Supak Royall Unit #1-SL Supak-Royall Unit #1 plugged 1/20/2011, easement appears terminated.

VOL 1298 PAGE 456
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 22 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

Exhibit A-5

Vehicles

See attached.

CLERK'S NOTICE: 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.

FILED
AT 2:10 O'CLOCK P M
ON THE ____ DAY OF _____
A.D., 20 _____.

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS

BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. PAGE
RECORDED

BY _____ DEPUTY

VOL. 1298 PAGE 457
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 20 17
PAGE 23 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcutt

Exhibit A-5

Vehicles

None

CLERK'S NOTICE: 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.

FILED
AT 2:10 O'CLOCK P M
ON THE 28 DAY OF Dec
A.D., 20 16.

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Linda Hall DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL 1298 PAGE 435
RECORDED 12-28-16 @ 2:10 P
BY Linda Hall DEPUTY

118 K 24 pgs

VOL 1298 PAGE 458
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CERTIFIED TO BE A TRUE AND CORRECT COPY
6 DAY OF March 2017
PAGE 24 OF 24

BARBARA VANSA COUNTY CLERK
MILAM COUNTY, TEXAS
BY Jennifer Northcott

(34)

File No. MF097710
Assgn #10338
Clayton Wm Co WHE
Date Filed: 8-15-17
George P. Bush, Commissioner
By

3-13-24

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee $	MF09710 DO
Extra Services & Fees *(check box, add fee as appropriate)* ☐ Return Receipt (hardcopy) $ _____ ☐ Return Receipt (electronic) $ _____ ☐ Certified Mail Restricted Delivery $ _____ ☐ Adult Signature Required $ _____ ☐ Adult Signature Restricted Delivery $ _____	Postmark Here
Postage $	
Total Postage and Fees $	

Sent To Clayton Williams Energy Inc

Street and Apt. No., or PO Box No. 6 Desta Dr ste 1100

City, State, ZIP+4® Midland, TX 79705-5510

PS Form 3800, April 2015 PSN 7530-02-000-9047 **See Reverse for Instructions**

7014 2070 0000 7390 5151

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt;* attach PS Form 3811 to your mailpiece; for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

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, or on the front if space permits.

1. Article Addressed to:

Clayton Williams Energy Inc
6 Desta Dr Ste 1100
Midland, TX 79705-5510

9590 9402 1749 6074 7594 14

7016 2070 0000 7390 5151

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Kim Brady ☐ Agent ☐ Addressee

B. Received by (Printed Name) Kim Brady | 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
- ☐ Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #

9590 9402 1749 6074 7594 14

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

Texas General Land Office
George P. Bush, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

ATTN: Aurora Jordan 7th -Energy

MF097710

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Clayton Williams Energy Inc
6 Desta Dr Ste 1100
Midland, TX 79705-5510

Billing Date: 1/2/2018
Billing Due Date: 2/1/2018
Customer Number: C000045502

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00140	MF097710	$0.00	$2,750.96	$335.02	$185.79	$3,271.77
Total Due		$0.00	$2,750.96	$335.02	$185.79	**$3,271.77**

Penalty and interest have been calculated thru 1/31/2018. Payment remitted after 1/31/2018 will result in additional penalty and interest charges.

Contact Info: Sabrina Garcia (512) 475-1510 or Sabrina.Garcia@GLO.TEXAS.GOV

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Clayton Williams Energy Inc

Billing Date: 1/2/2018

Billing Due Date: 2/1/2018

Customer Number: C000045502

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
18I00140	MF097710	$0.00	$2,750.96	$335.02	$185.79	$3,271.77
Total Due		$0.00	$2,750.96	$335.02	$185.79	**$3,271.77**
Amt. Paid						

Customer ID: C000045502
Invoice Number: 18100140
GLO Lease: MF097710
GLO Review: Clayton Williams Energy Inc
Review Period: September 2015 through August 2016

Category Oil
Auditor/AE: Sgarcia
Billing Date: 1/4/2018
P&I Calculation Date: 1/31/2018
Royalty Rate: 25.00%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particip	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Sep-15	03-23286	14	1.00000000	$ 42.751290	1.000000	$598.52	$149.63	$0.00	$149.63	818	4.25%	$25.00	$13.22	$187.85
Oct-15	03-23286	26	1.00000000	$ 42.933590	1.000000	$1,116.27	$279.07	$0.00	$279.07	788	4.25%	$27.91	$23.69	$330.67
Nov-15	03-23286	11	1.00000000	$ 37.652500	1.000000	$414.18	$103.54	$0.00	$103.54	757	4.50%	$25.00	$8.91	$137.45
Dec-15	03-23286	23	1.00000000	$ 31.513090	1.000000	$724.80	$181.20	$0.00	$181.20	726	4.50%	$25.00	$14.90	$221.10
Jan-16	03-23286	21	1.00000000	$ 26.497490	1.000000	$556.45	$139.11	$0.00	$139.11	697	4.50%	$25.00	$10.94	$175.05
Feb-16	03-23286	16	1.00000000	$ 24.707100	1.000000	$395.31	$98.83	$0.00	$98.83	666	4.50%	$25.00	$7.40	$131.23
Apr-16	03-23286	33	1.00000000	$ 35.867210	1.000000	$1,183.62	$295.90	$0.00	$295.90	605	4.50%	$29.59	$19.92	$345.41
May-16	03-23286	22	1.00000000	$ 41.553200	1.000000	$914.17	$228.54	$0.00	$228.54	575	4.50%	$25.00	$14.54	$268.08
Jun-16	03-23286	50	1.00000000	$ 47.313500	1.000000	$2,365.68	$591.42	$0.00	$591.42	544	4.50%	$59.14	$35.36	$685.92
Jul-16	03-23286	29	1.00000000	$ 43.580500	1.000000	$1,263.83	$315.96	$0.00	$315.96	513	4.50%	$31.60	$17.69	$365.25
Aug-16	03-23286	34	1.00000000	$ 43.265490	1.000000	$1,471.03	$367.76	$0.00	$367.76	483	4.50%	$36.78	$19.22	$423.76
TOTALS		279				$11,003.86	$2,750.96	$0.00	$2,750.96			$335.02	$185.79	$3,271.77

ATTN: Tiffani Wright
CERTIFIED MAIL: 7016 2070 0000 7390 5151

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3)	VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC WELL ID 03-23286 AND 03-19937.
COLUMN (5)	PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTES SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
COLUMNS (12), (13), (14)	PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT: http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

35

File No. MF 097710

County

Recon Billing

Date Filed: 1/8/18

George P. Bush, Commissioner

By

7014 0600 0000 6595 7624

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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Certified Mail Fee

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Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

$

Total Postage and Fees

$

MF097710

Postmark Here

Sent To

Wildhorse Resources Management Co. LLC

Street and Apt. No., or PO Box No.

9805 Katy Freeway, Ste 400

City, State, ZIP+4®

Houston, TX 77024-1269

PS Form 3800, April 2015 PSN 7530-02-000-9047 **See Reverse for Instructions**

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt;* attach PS Form 3811 to your mailpiece; for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

PS Form **3800,** April 2015 *(Reverse)* PSN 7530-02-000-9047

USPS TRACKING #

9590 9402 1749 6074 7583 25

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

Texas General Land Office
George P. Bush, Commissioner
P.O. Box 12873
Austin, Texas 78711-2873

ATTN: Aurora Jordan 8th Energy
MF097710

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, or on the front if space permits.

1. Article Addressed to:

Wildhorse Resources Management Company, LLC
9805 Katy Freeway Ste 400
Houston, TX 77024-1269

9590 9402 1749 6074 7583 25

7016 0600 0000 6595 7626

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name) Stacie Aguilar

C. Date of Delivery 10/26/18

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
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Texas General Land Office
Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

WildHorse Resources Management Company, LLC
9805 Katy Freeway, Ste 400
Houston, TX 77024-1269

Billing Date: 10/17/2018
Billing Due Date: 11/16/2018
Customer Number: C000087767

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
19I00079	MF097710	$0.00	$1,052.74	$105.27	$49.59	$1,207.60
Total Due		$0.00	$1,052.74	$105.27	$49.59	**$1,207.60**

Penalty and interest have been calculated thru 10/31/2018. Payment remitted after 10/31/2018 will result in additional penalty and interest charges.

Contact Info: Mike Nicklaus (512) 475-1517 or Mike.Nicklaus@GLO.TEXAS.GOV

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit http://www.glo.texas.gov, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

WildHorse Resources Management Company, LLC
Billing Date: 10/17/2018
Billing Due Date: 11/16/2018
Customer Number: C000087767

Remit Payment To:
Texas General Land Office
PO Box 12873
Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
19I00079	MF097710	$0.00	$1,052.74	$105.27	$49.59	$1,207.60
Total Due		$0.00	$1,052.74	$105.27	$49.59	**$1,207.60**
Amt. Paid						

Customer ID: C000087767
Invoice Number:
GLO Lease: MF097710
GLO Review: Wildhorse Resources Management Company LLC
Review Period: Sept 2016 - Aug 2017

Category Oil
Auditor/AE: Mnicklau
Billing Date: 10/9/2018
P&I Calculation Date: 10/31/2018
Royalty Rate: 25.000%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jul-17	03-23286	700	0.17590165	$ 45.780000	1.000000	$5,636.94	$1,409.24	$356.50	$1,052.74	421	4.75%	$105.27	$49.59	$1,207.60
TOTALS		**700**				**$5,636.94**	**$1,409.24**	**$356.50**	**$1,052.74**			**$105.27**	**$49.59**	**$1,207.60**

COMMENTS: COLUMN (3) —VOLUME SHOWN REPRESENTS THE TRUCK SALES DISPOSITION FOR RRC OIL ID #03-23286 AS REPORTED TO THE RAILROAD COMMISSION FOR JULY 2017.

COLUMN (5) —PRICE WAS TAKEN FROM YOUR GLO1 REPORT FILED FOR STATE LEASE M-097710 (GLO UNIT #4051, FRAZIER UNIT) FOR JULY 2017.

PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf

ATTENTION: RACHEL GAMBUZZA

CERTIFIED MAIL: 7016 0600 0000 6595 7626

NOTE 1 : PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

File No. MF097710 (36)

_____ County

Recon Billing

Date Filed: 10/29/18

George P. Bush, Commissioner

By _____

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 11, 2020

Duplicate Assignment

Leandro Vargas, Jr., Land Manager & General Counsel
Treadstone Energy Partners
106 Vintage Park Blvd., Ste 100
Houston, TX 77070

#37

Re: GLO Assign ID # 10990 – MF097710, MF098474, MF098524, MF098252, MF099010 & MF099118
Milam and Robertson Counties

Dear Mr. Vargas:

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

> Assignment and Bill of Sale, effective July 1, 2016, from Anadarko E&P Onshore, LLC, Assignor to Treadstone Energy Partners II, LLC, Assignee. Filed of record in Vol. 1289, Pg. 210.

Filing fees in the amount of $350.00 were received on the referenced assignment. You may wish to furnish the recording information for assignment of MF097720 and MF099118 in Robertson County. The Oil and Gas lease MF120188 was also filed.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

TREADSTONE
ENERGY PARTNERS

106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

Leandro Vargas, Jr.
Land Manager & General Counsel
Telephone: 713.482.2987
Email: leandro.vargas@treadstone-ep.com

May 20, 2020

Mr. Carl Bonn
Texas General Land Office
Energy Resources/Mineral Leasing
1700 N. Congress Avenue, Suite 840
Austin, Texas 78701-1495
Phone: 512.463.5042

RE: **Certified copy of recorded Oil and Gas Lease – M#120188** Milam Co - Active

Dear Mr. Bonn,

Enclosed please find a certified, recorded copy of State Lease 120188 for the records of the Texas General Land Office pursuant to the terms of the lease. $50.00

Also, please find a certified, recorded copy of that certain Assignment and Bill of Sale from Anadarko E&P Onshore, LLC, to TreadStone Energy Partners II, LLC, dated August 31, 2016, which included a partial assignment of the following State Leases in Milam County: $300.00

Pg
31 • State of Texas Lease – M-98474 - Milam - Prod
34 • State of Texas Lease – M-98524 - " - "
• State of Texas Lease – M-98525 - " - HROW - County
• State of Texas Lease – M-99010 - " - HROW / PSA
• State of Texas Lease – M-99118 - Robertson - Prod } Brazos River
• State of Texas Lease – M-97710 - Robertson - Prod }

Additionally, you will find a certified copy of that certain Assignment and Bill of Sale from Anadarko E&P Onshore, LLC, to TreadStone Energy Partners II, LLC, dated August 31, 2016, which included a partial assignment of the following State Lease in Robertson County:

• State of Texas Lease – M-96731

You will also find a check in the amount of $350.00 covering the appropriate assignment filing fees associated with the above-referenced assignments.

Please do not hesitate to contact me should you have any further questions or requirements.

Sincerely,

Leandro Vargas, Jr.
Land Manager & General Counsel

008529

TREADSTONE ENERGY PARTNERS OPERATING LLC
106 VINTAGE PARK BLVD STE 100
HOUSTON, TX 77070

VENDOR

CHECK DATE 20709213

INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
Invoice No.	Invoice Date	Description		Amount
5202020	5/20/2020	Filing Fees	$	350.00

129

PRINTED IN U.S.A.

ID 10990

7715

MF097710
098474
098524
098525
099010
099118
off 7-1-16

Assignment and Bill of Sale

STATE OF TEXAS §
§
COUNTY OF MILAM §

This Conveyance (this "Conveyance") dated August 31, 2016 (the "Execution Date"), is made to be effective as of 7:00 a.m. local time, where the respective Assets (as defined below) are located, on July 1, 2016 (the "Effective Time"), by and between ANADARKO E&P ONSHORE LLC, a Delaware limited liability company ("Assignor") with offices at 1201 Lake Robbins Drive, The Woodlands, TX 77380, and TREADSTONE ENERGY PARTNERS II, LLC, a Delaware limited liability company ("Assignee") with offices at 106 Vintage Park Blvd., Suite 100, Houston, Texas 77070. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

all

Reference is hereby made to that certain Purchase and Sale Letter Agreement, dated as of August 1, 2016 (as amended, restated, modified, or supplemented from time to time, the "Purchase Agreement"), by and between Assignor and Assignee.

ARTICLE 1

Section 1.1 Conveyance of Assets. FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, Assignor does, subject to the reservations, covenants, terms and conditions of this Conveyance and with effect as of the Effective Time, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, all right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (but excluding the Excluded Assets) (collectively, the "Assets"):

a. All of the oil and gas leases; oil, gas, and mineral leases; subleases and other leaseholds; operating rights, and any contractual rights to production relating thereto; carried interests; farmout rights; options; and other properties and interests described on **Exhibit A** attached hereto and made a part hereof (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the lands described on **Exhibit A-1** and/or the lands covered by the Leases, or the lands currently pooled, unitized, communitized or consolidated therewith (collectively, the "Lands");

i. All right, title and interest of Assignor in and to all of the oil and gas leases, subleases and other leaseholds, carried interests, farmout rights, options, and other properties and interests described on Exhibit C, subject to such depth limitations and other restrictions as described herein and as may be set forth on Exhibit C (collectively, the "**Other Leases**"), together with each and every kind and character of right, title, claim, and interest that Seller has in and to the Other Leases. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER EXPRESSLY DISCLAIMS AND PURCHASER HEREBY WAIVES, ANY REPRESENTATION AND WARRANTY, INCLUDING WARRANTIES OF TITLE, MADE PURSUANT TO SECTION 12 OF THE PURCHASE AGREEMENT AND ARTICLE 2 OF THIS ASSIGNMENT, INSOFAR AND

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TRUE AND CORRECT COPY

JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK

PAGE 1 OF 100

VOL. 1289 PAGE 210
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

ONLY INSOFAR AS IT APPLIES TO THE OTHER LEASES DESCRIBED IN THIS SECTION 1(a)(i) AND LISTED ON EXHIBIT C.

b. All oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or abandoned, including the working and net revenue interests in the wells shown on Exhibit A-2 attached hereto (the "**Wells**");

c. All interest of Assignor in or to any currently existing pools or units which include any Lands or all or a part of any Leases or include any Wells, including those pools or units shown on Exhibit A-1 attached hereto (the "**Units**"; and collectively with the Leases, Lands and Wells, the "**Properties**"), and including all interest of Assignor in production of hydrocarbons from any such Unit, whether such Unit production of hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

d. All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent applicable to the Properties rather than Assignor's other properties, including but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, to the extent applicable to the Properties or the production of hydrocarbons produced in association therewith from the Properties, including but not limited to those identified on Exhibit A-3 attached hereto (the "**Contracts**"), but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to the Execution Date and provided that "Contracts" shall not include the instruments constituting the Leases;

e. All transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements identified on Exhibit A-4 ("Commodity Contracts"), but only to the extent applicable to the Properties or the production of hydrocarbons produced in association therewith from the Properties.

f. All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (the "**Surface Contracts**") appurtenant to, and used or held for use primarily in connection with the Properties, including but not limited to those identified on Exhibit A-5 attached hereto but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Execution Date;

g. All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties (the "**Equipment**");

h. All flow lines, salt water disposal lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, primarily in connection with the operation of the Properties (the "**Pipelines**");

i. All hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time (as defined below), together with over-production of hydrocarbons or under-production of hydrocarbons or over-deliveries or under-deliveries with respect to

VOL. 1289 PAGE 211
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK
PAGE 2 OF 60

hydrocarbons produced from or allocated to the Assets, regardless of whether such arise at the wellhead, pipeline, gathering system, transportation or other location associated with the Properties;

j. Electronic copies of all lease files, land files, well files; gas and oil sales contract files; gas processing files; division order files, abstracts, title opinions, land surveys, non-confidential logs, maps, and other books, records, data, files, and accounting records, in each case to the extent directly related to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Execution Date, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "**Records**"); and

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JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK
PAGE 3 OF 10

k. To the extent Assignor has the right to grant such, a subsurface easement, for purposes of drilling rathole, of one-hundred fifty (150) feet below the stratigraphic equivalent of the base of the Georgetown formation being the same formation identified and located at a subsurface depth of 6,679' in the Gamma Ray Log for the Clayton Williams Energy, Inc. J.C. Fazzino Unit #2 well, API 4239530583, located in Robertson County.

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Conveyance, and the Parties agree that as of this Assignment, Assignee hereby assumes and agrees to promptly and timely pay and/or perform all of the duties and obligations associated with the Assets conveyed herein.Assignee Purchaser hereby agrees to indemnify and hold Assignor harmless from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, incurred in connection with, or arising or asserted with respect to said Assets.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Conveyance, the Assets shall not include, and there is excepted, reserved and excluded from this Conveyance (collectively, the "**Excluded Assets**"):

(a) all corporate, financial, income and franchise tax and legal records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets;

(b) all geological and geophysical data (including all seismic data, including reprocessed data) and to the extent not expressly included in Section 1(i), all logs, interpretive data, technical evaluations, technical outputs, reserve estimates and economic estimates;

(c) all rights to any refund of taxes or other costs or expenses borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time;

(d) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

VOL. 1289 PAGE 212
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

(e) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time;

(f) all royalties, overriding royalties, and net profits interests of Assignor; provided however, only to the extent such interests are not associated with Assignor's interest in the Properties;

(g) all right, title and interest of Assignor in and to vehicles or rolling stock used in connection with the Assets;

(h) all rights, titles, claims and interests of Assignor or any affiliate of Assignor (i) to or under any policy or agreement of insurance or any insurance proceeds, save and except for any insurance proceeds attributable to any claim for which Assignee has accepted a tender to indemnify Assignor pursuant to the Purchase Agreement, and (ii) to or under any bond or bond proceeds;

(i) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Assignor or any affiliate of Assignor or any business of Assignor or of any affiliate of Assignor; and

(j) all of Assignor's interest in and to the Lands located at a subsurface depth below the stratigraphic equivalent of the base of the Georgetown formation being the same formation identified and located at a subsurface depth of 6,679' in the Gamma Ray Log for the Clayton Williams Energy, Inc. J.C. Fazzino Unit #2 well, API 4239530583, located in Robertson County, Texas, subject to the subsurface easement granted in Section 1.1(l) hereinabove.

ARTICLE 2
SPECIAL WARRANTY AND DISCLAIMERS

Section 2.1 Special Warranty of Title. Assignor hereby agrees to warrant and defend defensible title to the Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Assignor but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under assignor under applicable laws. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS **SECTION 2.1**, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR"S TITLE TO ANY OF THE ASSETS.

Section 2.2 Subrogation. Assignor hereby assigns to Assignee, its successors and assigns, all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

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TRUE AND CORRECT COPY

JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK

VOL 1289 PAGE 213
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

PAGE 4 OF 60

Section 2.3 Disclaimers of Warranties and Representations.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS CONVEYANCE AND THE PURCHASE AGREEMENT, (I) ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, RELATING TO THE ASSETS AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF EITHER ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY REPRESENTED IN THIS CONVEYANCE AND THE PURCHASE AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS CONVEYANCE OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

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PAGE 5 OF 60

(c) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS MATERIALS OR NORM INTO THE ENVIRONMENT OR THE

VOL. 1289 PAGE 214
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS CONVEYANCE OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

ARTICLE 3
MISCELLANEOUS

Section 3.1 Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute, acknowledge and deliver all such further instruments of conveyance and transfer and take such other actions as may be reasonably requested by the other Party for carrying out the purposes and intents of this Conveyance.

Section 3.2 Governing Law. **THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.**

Section 3.3 Successors and Assigns. This Conveyance shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.4 Counterparts. This Conveyance may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument. Each Party's delivery of an executed counterpart signature page by facsimile (or email) is as effective as executing and delivering this Conveyance in the presence of the other Party. No Party shall be bound until such time as all of the Parties have executed counterparts of this Conveyance. To facilitate recordation or filing of this Conveyance, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Conveyance that describe property in that county or under the jurisdiction of that agency or office. Complete copies of this Conveyance containing the entire Exhibits have been retained by Assignor and Assignee.

[Signature Page Follows]

VOL. 1089 PAGE 215
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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PAGE 6 OF 60

IN WITNESS WHEREOF, this Conveyance has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

ANADARKO E&P ONSHORE LLC

By: _____
Name: Michael A. Nixson
Title: Land Director RAH

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This Conveyance was acknowledged before me on this 31st day of August, 2016, by Michael A. Nixson as Land Director of ANADARKO E&P ONSHORE LLC, a Delaware limited liability company, on behalf of said limited liability company.

JOY M DRAKE
Notary Public, State of Texas
Comm. Expires 04-01-2017
Notary ID 12526528-3

_____
Printed Name: [Joy M. Drake]

Notary Public for the State of [TEXAS]
County of [MONTGOMERY]
Commission No: [_____]

VOL. 1289 PAGE 216
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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02-22-S

ASSIGNEE:

TREADSTONE ENERGY PARTNERS II, LLC

By: _____
Name: Frank A. McCorkle
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ~~HARRIS~~ MONTGOMERY §

This Conveyance was acknowledged before me on this 31st day of August, 2016, by Frank A. McCorkle as President of TreadStone Energy Partners II, LLC, on behalf of said entity.

JOY M DRAKE
Notary Public, State of Texas
Comm. Expires 04-01-2017
Notary ID 12526528-3

[_____
Printed Name: [Joy M. Drake]

Notary Public for the State of [TEXAS]
County of [MONTGOMERY]
Commission No: [_____]

VOL. 1289 PAGE 217
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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Exhibit A

Leases

[See Attached]

VOL. 1289 PAGE 218
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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PAGE 9 OF 60

02-32-5

VOL. 1289 PAGE 219
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

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MILAM COUNTY CLERK
PAGE 10 OF 100

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284479000	RAYMOND L SLAY ET UX	UNION PACIFIC RESOURCES COMPANY	06/08/1993	Lease	677	685	11835		Texas	Milam
1284480000	F H YOUNG ET UX	UNION PACIFIC RESOURCES COMPANY	06/03/1993	Lease	679	625	12301		Texas	Milam
1284481000	CHARLES THOMAS STUBBS JR	UNION PACIFIC RESOURCES COMPANY	08/30/1993	Lease	682	127	12943		Texas	Milam
1284482000	DORIS BAIN GARRETT	UNION PACIFIC RESOURCES COMPANY	10/01/1993	Lease	684	117	13392		Texas	Milam
1284483000	MARY NEIL POWELL	UNION PACIFIC RESOURCES COMPANY	10/04/1993	Lease	684	120	13393		Texas	Milam
1284484000	LUCIAN C BAIN	UNION PACIFIC RESOURCES COMPANY	10/05/1993	Lease	684	123	13394		Texas	Milam
1284485000	JAMES R STUBBS ET AL	UNION PACIFIC RESOURCES COMPANY	10/06/1993	Lease	687	706	14280		Texas	Milam
1284486000	FRANK A EALAND FAMILY TRUST	UNION PACIFIC RESOURCES COMPANY	03/11/1994	Lease	693	632	15719		Texas	Milam
1284487000	GLENN D SUPAK ET UX	UNION PACIFIC RESOURCES COMPANY	04/03/1995	Lease	706	846	19048		Texas	Milam
1284488000	PATRICIA M LINDSEY	UNION PACIFIC RESOURCES COMPANY	11/01/1995	Lease	717	325	21565		Texas	Milam
1284489000	NAN W TALLEY	UNION PACIFIC RESOURCES COMPANY	09/18/1995	Lease	714	867			Texas	Milam
1284490000	F H YOUNG ET UX	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	165	17928		Texas	Milam
1284501000	RAY SMITH ET UX	UNION PACIFIC RESOURCES	07/07/1993	Lease	678	485	12029		Texas	Milam
1284504000	W L DITTO	UNION PACIFIC RESOURCES	06/17/1993	Lease	678	489	12030		Texas	Milam
1284510000	JOHN E AYERS ET UX	UNION PACIFIC RESOURCES COMPANY	07/03/1993	Lease	679	632	12303		Texas	Milam
1284586000	B W CARTWRIGHT ET AL	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	635	12304		Texas	Milam
1284587000	ALMA RECTOR ET AL	UNION PACIFIC RESOURCES COMPANY	07/03/1993	Lease	679	641			Texas	Milam
1284604000	ELIZABETH R BERG	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	646	12307		Texas	Milam
1284605000	SHAWN BRILEY	UNION PACIFIC RESOURCES	07/16/1993	Lease	679	649	12308		Texas	Milam

VOL. 1289 PAGE 220
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284606000	J B ELY JR	RAYMOND GENE KORKMAS	08/30/1993	Lease	679	844	12371		Texas	Milam
1284625000	MYRON E ELY	UNION PACIFIC RESOURCES	06/17/1993	Lease	679	658	12311		Texas	Milam
1284626000	LOUISIANA LIFE INSURANCE COMPANY	UNION PACIFIC RESOURCES	07/30/1993	Memorandum	679	724	12333		Texas	Milam
1284627000	JEWELL ELY MOORE TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/10/1995	Lease	724	61			Texas	Milam
1284628000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	07/06/1996	Lease	743	379	28063		Texas	Milam
1284629000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	06/09/1993	Lease	679	661	12312		Texas	Milam
1284630000	JIM LOU STEWART	UNION PACIFIC RESOURCES	06/09/1993	Lease	676	664	12313		Texas	Milam
1284631000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES	09/07/1993	Lease	682	133	12945		Texas	Milam
1284632000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	887			Texas	Milam
1284632000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Memorandum	791	719			Texas	Milam
1284633000	MARY LEON LUMMUS FERGUSON	UNION PACIFIC RESOURCES COMPANY	06/01/1995	Memorandum	736	907	26417		Texas	Milam
1284634000	REBECCA LONG	UNION PACIFIC RESOURCES COMPANY	06/01/1995	Memorandum	736	905			Texas	Milam
1284635000	B A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	739	405			Texas	Milam
1284636000	DELORES ANGLE KLUCKMAN	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	256	27761		Texas	Milam
1284637000	ALENE KRAUSE	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	259	27762		Texas	Milam
1284638000	LARRY GAUGER ET UX	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	253	27760		Texas	Milam
1284639000	EUGENE ANGLE	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	250	27759		Texas	Milam
1284640000	MELVA GAUGER ALBERS	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	838			Texas	Milam
1284641000	MYRON GAUGER ET UX	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	787			Texas	Milam

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PAGE 11 OF 40

VOL 1289 PAGE 221
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

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PAGE 12 OF 40

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284642000	DONNA ANGLE SOLEM	UNION PACIFIC RESOURCES COMPANY	11/15/1996	Lease	742	243	27757		Texas	Milam
1284643000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	739	443			Texas	Milam
1284644000	B W CARTWRIGHT ET AL	UNION PACIFIC RESOURCES COMPANY	07/16/1993	Lease	679	638	12305		Texas	Milam
1284645000	MARION G CLARINGBOLE	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	742	246	27758		Texas	Milam
1284646000	JAN MERBACH ET AL	UNION PACIFIC RESOURCES COMPANY	11/21/1996	Lease	743	740			Texas	Milam
1284647000	PATRICIA PENDERGRASS	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	743	194	28005		Texas	Milam
1284648000	MARY ELLON WILSON MERBACH	UNION PACIFIC RESOURCES COMPANY	11/06/1996	Lease	742	834	27935		Texas	Milam
1284670000	DOROTHY L GAUSE	UNION PACIFIC RESOURCES	08/04/1993	Lease	679	667	12314		Texas	Milam
1284671000	BLEVINS GLEN BUNDICK	UNION PACIFIC RESOURCES	07/09/1993	Lease	679	673	12316		Texas	Milam
1284672000	HAZLE B THOMAS TRUST	UNION PACIFIC RESOURCES COMPANY	09/07/1993	Lease	682	136	12946		Texas	Milam
1284673000	LAURA JEAN BUNDICK ROSE	UNION PACIFIC RESOURCES COMPANY	07/14/1993	Lease	679	670	12315		Texas	Milam
1284674000	ROBERT E BRONSDON	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	488	22757		Texas	Milam
1284675000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	506	22765		Texas	Milam
1284676000	FREDERICK BRONSDON JR	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	500	22763		Texas	Milam
1284677000	NANCY DICKERSON DOTY ET AL	UNION PACIFIC RESOURCES COMPANY	10/18/1995	Lease	722	502	22764		Texas	Milam
1284678000	MABEL RANK	UNION PACIFIC RESOURCES COMPANY	10/25/1995	Lease	722	498	22762		Texas	Milam
1284679000	JACK WILSON KYLE ET UX	UNION PACIFIC RESOURCES	07/12/1993	Lease	679	676	12317		Texas	Milam
1284680000	BOBBIE JOHNSON	UNION PACIFIC RESOURCES	07/24/1993	Lease	679	694	12323		Texas	Milam
1284681000	RAYFORD GREENE	UNION PACIFIC RESOURCES	07/24/1993	Lease	680	853			Texas	Milam

VOL 1289 PAGE 222
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284682000	LEASIE L WILSON ET AL	UNION PACIFIC RESOURCES	07/15/1993	Lease	679	349	12237		Texas	Milam
1284683000	MARY JO HUX	UNION PACIFIC RESOURCES	07/19/1993	Lease	679	354	12238		Texas	Milam
1284684000	JOHN A SMITH	UNION PACIFIC RESOURCES	08/21/1993	Lease	682	149	12950		Texas	Milam
1284685000	RUFUS J SIDNEY ET AL	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	360	12240		Texas	Milam
1284686000	LELAND H MILLER	UNION PACIFIC RESOURCES	05/31/1994	Lease	694	798	16005		Texas	Milam
1284687000	ANITA KOTLEN	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	790			Texas	Milam
1284688000	LEONARD RAUCH	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	792	15764		Texas	Milam
1284689000	JAMES V RINER	UNION PACIFIC RESOURCES	05/31/1994	Lease	693	797	15766		Texas	Milam
1284690000	SUSAN B WEATHERFORD ET VIR	UNION PACIFIC RESOURCES	05/26/1994	Lease	693	794	15765		Texas	Milam
1284691000	DONALD A RAYMOND III	UNION PACIFIC RESOURCES	06/08/1994	Lease	695	347	16128		Texas	Milam
1284692000	ROBERT W RAYMOND	UNION PACIFIC RESOURCES	06/08/1994	Lease	695	386	16142		Texas	Milam
1284693000	GERALD RAUCH	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	388	16143		Texas	Milam
1284694000	DAVID A BANTA JR	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	377	16139		Texas	Milam
1284695000	HILTON BUTLER ET UX	UNION PACIFIC RESOURCES	06/01/1994	Lease	695	383	16141		Texas	Milam
1284696000	CHARLEY CARL CERNUCH JR ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	339	16125		Texas	Milam
1284697000	JAMES R HOLLIS ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	380	16140		Texas	Milam
1284698000	HARRY E ROLLING	UNION PACIFIC RESOURCES	05/31/1994	Lease	698	489	16886		Texas	Milam
1284699000	CHARLEY CARL CERNUCH JR ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	699	219	17046		Texas	Milam
1284700000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES	06/01/1994	Lease	704	184	18388		Texas	Milam

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PAGE 13 OF 60

VOL. 1289 PAGE 223
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284709000	BETTY RUTH BRADY	UNION PACIFIC COMPANY	07/30/1993	Lease	679	697	12324		Texas	Milam
1284710000	YVONNE F EDWARDS	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	700	12325		Texas	Milam
1284711000	IDA LOU F CLARK	UNION PACIFIC RESOURCES	07/30/1993	Lease	679	703	12326		Texas	Milam
1284711000	IDA LOU F CLARK	UNION PACIFIC RESOURCES	07/30/1993	Lease	738	446			Texas	Milam
1284712000	BAKER ELIZABETH M	UNION PACIFIC RESOURCES	02/14/1994	Memorandum	694	800	16006		Texas	Milam
1284713000	MARGIE K WOODS	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	693	783	15760		Texas	Milam
1284714000	WALLACE HONEYCUTT ET UX	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	693	630	15718		Texas	Milam
1284715000	EZRA JOHNSON ET AL	UNION PACIFIC RESOURCES COMPANY	06/26/1993	Lease	680	287	12468		Texas	Milam
1284716000	RUTHIE C LAMB	UNION PACIFIC RESOURCES COMPANY	07/01/1993	Lease	680	291	12469		Texas	Milam
1284717000	MUELLER CYNTHIA W	UNION PACIFIC RESOURCES	02/17/1994	Memorandum	695	398	16147		Texas	Milam
1284718000	HELLEN MILLER ET AL	UNION PACIFIC RESOURCES	07/31/1993	Lease	679	706	12327		Texas	Milam
1284719000	CAROL A BURT	UNION PACIFIC RESOURCES	08/05/1993	Lease	680	884	12643		Texas	Milam
1284720000	LARRY GENE MILLER	UNION PACIFIC RESOURCES	08/05/1993	Lease	679	709	12328		Texas	Milam
1284722000	EMORY C CAMP ET AL	UNION PACIFIC RESOURCES COMPANY	11/07/1995	Lease	719	249	22007		Texas	Milam
1284723000	BARBARA BEHRINGER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	737	197	26475		Texas	Milam
1284724000	WILLIAM THOMAS LITTLE	UNION PACIFIC RESOURCES COMPANY	08/15/1996	Lease	738	534	26801		Texas	Milam
1284725000	PATSY FULLER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	664	26086		Texas	Milam
1284726000	ELIZABETH RAINS ET AL	UNION PACIFIC RESOURCES COMPANY	08/13/1996	Lease	735	644	26080		Texas	Milam
1284727000	TEMPIE BUTLER	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	667	26087		Texas	Milam

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PAGE 14 OF 60

VOL 1289 PAGE 224
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284728000	JANE ANN MCDONALD	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	652	26082		Texas	Milam
1284729000	HENRIETTA POLLY JOHNSON	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	658	26084		Texas	Milam
1284730000	RUTH ANN GARRISON ET AL	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	649	26081		Texas	Milam
1284731000	ROBERT MILTON ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	641			Texas	Milam
1284732000	KIM HOWARD LINDLEY	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	661	26085		Texas	Milam
1284733000	ROY LEON ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	739	1	26898		Texas	Milam
1284734000	RANDOLPH WAYNE ANDERSEN	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	655	26083		Texas	Milam
1284735000	ALBERT WILLIARD ANDERSEN ET AL	UNION PACIFIC RESOURCES COMPANY	08/22/1996	Lease	735	637	26078		Texas	Milam
1284764000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES	09/01/1993	Lease	682	155	12952		Texas	Milam
1284772000	C W SMITH JR ET UX	UNION PACIFIC RESOURCES	08/23/1993	Lease	682	173	12958		Texas	Milam
1284773000	MARTHA T GENZ	UNION PACIFIC RESOURCES	07/21/1993	Lease	682	179	12960		Texas	Milam
1284856000	CHERYL D ZULKOWSKI	UNION PACIFIC RESOURCES COMPANY	09/10/1993	Lease	682	902	13120		Texas	Milam
1284861000	AUDRIE M KEMP	UNION PACIFIC RESOURCES COMPANY	12/01/1997	Lease	767	451	34263		Texas	Milam
1284862000	EDWARD H TIDWELL	UNION PACIFIC RESOURCES COMPANY	10/09/1997	Lease	765	359	33753		Texas	Milam
1284863000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	07/29/1997	Lease	760	21	32498		Texas	Milam
1284864000	JOHNNIE R JONES	UNION PACIFIC RESOURCES COMPANY	08/12/1997	Lease	759	353			Texas	Milam
1284865000	BILLY A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	07/29/1997	Lease	759	358			Texas	Milam
1284866000	W L GOLDEN	UNION PACIFIC RESOURCES COMPANY	08/12/1997	Lease	759	291	32313		Texas	Milam
1284867000	RUTH T FULTON	UNION PACIFIC RESOURCES COMPANY	10/09/1997	Lease	767	617			Texas	Milam

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VOL. 1289 PAGE 225
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1284870000	ROBERT DON TIDWELL	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Lease	769	668	34781		Texas	Milam
1284870000	ROBERT DON TIDWELL	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	265	355	1253		Texas	Milam
1284871000	GRACE GAYLE NEEDHAM	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	265	411	1319		Texas	Milam
1284871000	GRACE GAYLE NEEDHAM	UNION PACIFIC RESOURCES COMPANY	03/05/1998	Memorandum	770	494	34959		Texas	Milam
1285144000	TOMMIE LOISE HEATHMAN ET UX	UNION PACIFIC RESOURCES	01/04/1994	Lease	691	682	15242		Texas	Milam
1285228000	BOB G AGNEW	UNION PACIFIC RESOURCES	05/10/1994	Lease	693	788	15762		Texas	Milam
1285229000	GAIL W COX TESTAMENTARY TRUST	UNION PACIFIC RESOURCES	08/01/1994	Memorandum	239	718	1363		Texas	Milam
1285229000	GAIL W COX TESTAMENTARY TRUST	UNION PACIFIC RESOURCES	08/01/1994	Memorandum	704	714	18520		Texas	Milam
1285230000	PAT HAM ET AL	UNION PACIFIC RESOURCES	08/02/1994	Lease	700	112	17244		Texas	Milam
1285231000	DOROTHY JANE PACE HAM	UNION PACIFIC RESOURCES	08/24/1994	Lease	703	812	18313		Texas	Milam
1285232000	KATHRYN WEST	UNION PACIFIC RESOURCES	06/07/1995	Lease	714	681	20958		Texas	Milam
1285233000	KAREN CRANFORD	UNION PACIFIC RESOURCES	06/07/1995	Lease	714	654	20949		Texas	Milam
1285234000	DAVID L PENNINGTON	UNION PACIFIC RESOURCES	07/28/1995	Lease	716	784	21466		Texas	Milam
1285235000	ELLEN RANDALL WOOD	UNION PACIFIC RESOURCES	11/03/1995	Lease	721	641	22544		Texas	Milam
1285236000	GLENN R LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	741	422	27544		Texas	Milam
1285237000	ROBERT W LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	741	386	27532		Texas	Milam
1285238000	RONALD LONG JR	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	742	793	27922		Texas	Milam
1285239000	PATRICIA LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	744	125	28235		Texas	Milam
1285240000	TERRY LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	832	00029680		Texas	Milam

PAGE 12 OF 40

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VOL 1289 PAGE 226
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285241000	EVERETT A LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	840	29683		Texas	Milam
1285242000	HAROLD ALLEN LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	823	29677		Texas	Milam
1285243000	EVERETT C LONG	UNION PACIFIC RESOURCES COMPANY	10/02/1996	Lease	747	818			Texas	Milam
1285244000	OLGA MARTIN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	785			Texas	Milam
1285245000	NANCY MARIE NORMAN BESSELSEN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	771	33157		Texas	Milam
1285246000	CATHERINE SHEFFIELD	UNION PACIFIC RESOURCES COMPANY	08/29/1996	Lease	712	887	20531		Texas	Milam
1285247000	CHARLES W CAMPBELL	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	862			Texas	Milam
1285248000	BARBARA NORMAN WILLIAMS	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	121	32991		Texas	Milam
1285249000	MARGARET N GEISLER	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	117	32990		Texas	Milam
1285250000	STEPHEN SELESTAK ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	763	364			Texas	Milam
1285251000	JOE FRANKLIN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	763	368			Texas	Milam
1285252000	CAROL COWDEN	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	139			Texas	Milam
1285253000	LOTTIE CAMPBELL HOFFMAN	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	763	145			Texas	Milam
1285254000	NELL CATHERINE NORMAN RUSSELL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	087	32983		Texas	Milam
1285255000	ROGER NORMAN CONN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	763	845			Texas	Milam
1285256000	BOB G AGNEW	UNION PACIFIC RESOURCES COMPANY	06/27/1997	Lease	754	130			Texas	Milam
1285257000	DORIS KNIGHT	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	766	845			Texas	Milam
1285258000	JEAN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	762	128			Texas	Milam
1285259000	KENNETH BROOKS NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	765	614			Texas	Milam

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PAGE 17 OF 60

VOL 1289 PAGE 227
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285259000	KENNETH BROOKS NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	769	816	34823		Texas	Milam
1285260000	DAVID SAM NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	765	618			Texas	Milam
1285261000	SANDOL WEAVER	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	765	637			Texas	Milam
1285262000	EVELYN STANLEY	UNION PACIFIC RESOURCES COMPANY	11/25/1997	Lease	765	634			Texas	Milam
1285263000	MAURINE CAMPBELL HORTON	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	769	297			Texas	Milam
1285264000	DORIS CAMPBELL DANIELS	UNION PACIFIC RESOURCES COMPANY	09/29/1997	Lease	769	733			Texas	Milam
1285265000	JAMES ADRIAN NORMAN	UNION PACIFIC RESOURCES COMPANY	09/17/1997	Lease	769	716			Texas	Milam
1285266000	GAYLE BENNETT ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	720			Texas	Milam
1285266000	GAYLE BENNETT ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	770	056			Texas	Milam
1285267000	SCOTT NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	725			Texas	Milam
1285268000	PATSY CAMPBELL FRANKS	UNION PACIFIC RESOURCES COMPANY	03/30/1998	Lease	770	496			Texas	Milam
1285269000	LESLIE HANSCOM	UNION PACIFIC RESOURCES COMPANY	12/17/1997	Lease	770	141			Texas	Milam
1285270000	DWIGHT NORMAN	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	721	34797		Texas	Milam
1285271000	J A BAXTER JR ET AL	UNION PACIFIC RESOURCES COMPANY	09/04/1997	Lease	769	728	34799		Texas	Milam
1285272000	SAMUEL CLARK COLLINS ESTATE	UNION PACIFIC RESOURCES	02/25/1994	Lease	693	785			Texas	Milam
1285273000	ERMA COLLINS STULTS	UNION PACIFIC RESOURCES	02/25/1994	Lease	694	802			Texas	Milam
1285274000	JUDITH COLLINS	UNION PACIFIC RESOURCES	02/28/1994	Lease	694	806			Texas	Milam
1285380000	MARIE ANTONIETTE CROCE GRABDA	UNION PACIFIC RESOURCES	06/13/1994	Lease	233	818			Texas	Milam
1285380000	MARIE ANTONIETTE CROCE GRABDA	UNION PACIFIC RESOURCES	06/13/1994	Lease	695	330			Texas	Milam

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PAGE 18 OF 40

VOL. 1289 PAGE 228
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285381000	FRANCES JOHNSTON	UNION PACIFIC RESOURCES	06/22/1994	Lease	695	358			Texas	Milam
1285382000	CARMELLA POLLARD	UNION PACIFIC RESOURCES	06/21/1994	Lease	695	363			Texas	Milam
1285383000	FRED ROSSI ET AL	UNION PACIFIC RESOURCES	06/22/1994	Lease	695	366			Texas	Milam
1285384000	ANGELO DALMOLIN ETAL ESTATE	UNION PACIFIC RESOURCES	06/21/1994	Lease	695	371			Texas	Milam
1285385000	JOHN TIMOTHY HORTON	UNION PACIFIC RESOURCES	05/31/1994	Lease	704	707			Texas	Milam
1285386000	GEORGE NORMAN HAILEY JR	UNION PACIFIC RESOURCES	05/27/1994	Memorandum	695	349			Texas	Milam
1285387000	JACK HOLLENSHEAD JR	UNION PACIFIC RESOURCES	06/16/1994	Memorandum	695	351			Texas	Milam
1285388000	LAWRENCE E NAISER	UNION PACIFIC RESOURCES	06/15/1994	Memorandum	695	353			Texas	Milam
1285389000	SIDNEY J SMITH ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	355			Texas	Milam
1285390000	CAROLYN B ECKELS	UNION PACIFIC RESOURCES	05/27/1994	Memorandum	695	390			Texas	Milam
1285391000	SUSAN ELSBETH HORTON	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	393			Texas	Milam
1285392000	DONNA MARIE BROUSSARD MCGUIRE ETVIR	UNION PACIFIC RESOURCES	06/14/1994	Memorandum	695	396			Texas	Milam
1285394000	JAMES D CUNNINGHAM ET UX	UNION PACIFIC RESOURCES	05/31/1994	Lease	695	374			Texas	Milam
1285395000	DIANE D MILLER TRUST	UNION PACIFIC RESOURCES	06/22/1994	Memorandum	697	4			Texas	Milam
1285396000	OLGA LIRA ET AL	UNION PACIFIC RESOURCES	06/21/1994	Lease	697	196			Texas	Milam
1285397000	WALTER B JARRETT	UNION PACIFIC RESOURCES	07/25/1994	Lease	697	203			Texas	Milam
1285398000	DONALD PETE DEL BELLO	UNION PACIFIC RESOURCES	06/22/1994	Lease	697	206			Texas	Milam
1285399000	JANICE M DEWBERRY	UNION PACIFIC RESOURCES	06/14/1994	Lease	697	209			Texas	Milam
1285400000	GEORGE W LONG	UNION PACIFIC RESOURCES	06/22/1994	Lease	697	748			Texas	Milam

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VOL 1289 PAGE 229
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1285400000	GEORGE W LONG	UNION PACIFIC RESOURCES	06/22/1994	Memorandum	233	542		3713	Texas	Milam
1285401000	SANDRA HALL LENARDUZZI	UNION PACIFIC RESOURCES	07/25/1994	Lease	699	228			Texas	Milam
1285402000	ROSALEE TRAMONTE ESTATE	UNION PACIFIC RESOURCES	06/15/1994	Memorandum	709	233			Texas	Milam
1285404000	TRAMONTE REALTY CORP	UNION PACIFIC RESOURCES	05/22/1995	Lease	710	302			Texas	Milam
1285405000	ALICE STANGARONE	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	722	496			Texas	Milam
1285406000	ELIZABETH THOMAS	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	722	494			Texas	Milam
1285407000	GERALD BOTTINI	UNION PACIFIC RESOURCES COMPANY	05/30/1996	Lease	729	309			Texas	Milam
1285408000	JOSEPH L STAUFFER	UNION PACIFIC RESOURCES COMPANY	05/30/1996	Lease	729	535			Texas	Milam
1285409000	GENA FREY	UNION PACIFIC RESOURCES COMPANY	11/16/1995	Lease	727	450			Texas	Milam
1285410000	CHARLIE A HALLMARK	CLAYTON WILLIAMS ENERGY INC	06/16/1993	Lease	684	712			Texas	Milam
1285411000	JESSE G MITCHELL JR ET UX	UNION PACIFIC RESOURCES	06/17/1994	Lease	695	400			Texas	Milam
1285412000	STANLEY J SOMMERS ET UX	UNION PACIFIC RESOURCES	06/30/1994	Lease	739	748			Texas	Milam
1285421000	DIAMOND H BURTON	UNION PACIFIC RESOURCES	05/27/1994	Lease	695	336			Texas	Milam
1287038000	DENNIS A SULLENS ET AL	UNION PACIFIC RESOURCES COMPANY	07/28/1997	Lease	759	329	32327		Texas	Milam
1287039000	YVONNE S LYNN	UNION PACIFIC RESOURCES COMPANY	06/28/1999	Lease	802	113	42230		Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	236	557			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	236	557			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	704	187			Texas	Milam
1287050000	HILLIARD S THOMAS ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	704	187			Texas	Milam

PAGE 20 OF 60
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MILAM COUNTY CLERK

VOL. 1289 PAGE 230
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	850			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	850			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	608			Texas	Milam
1287051000	VERNON M MORROW	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	608			Texas	Milam
1287052000	ELEANOR S MORRISON	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	854			Texas	Milam
1287052000	ELEANOR S MORRISON	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	613			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	858			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	858			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	618			Texas	Milam
1287053000	DEBORAH SMITH QUEBE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	618			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	862			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	862			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287054000	GOODHUE W SMITH III	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	866			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	866			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287055000	HILLIARD C SMITH	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	623			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	870			Texas	Milam

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PAGE 21 OF 60

VOL. 1289 PAGE 231
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	870			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	633			Texas	Milam
1287056000	MARION T COOLEY	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	633			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	874			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	874			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	638			Texas	Milam
1287057000	JAN M SKAGGS	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	638			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	878			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	878			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	643			Texas	Milam
1287058000	GOODHUE W SMITH JR IND & CO IND EXEC	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	643			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	882			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	234	882			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	648			Texas	Milam
1287059000	JANETTE M MORROW ESTATE	UNION PACIFIC RESOURCES	07/07/1994	Lease	702	648			Texas	Milam
1287062000	BERTHA HERNSTEDT ESTATE TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	169			Texas	Milam
1287063000	SIDNEY J HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	173			Texas	Milam
1287064000	BERTHA HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	177			Texas	Milam
1287065000	WILLIAM L HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	181			Texas	Milam

PAGE 22 OF 60

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VOL. 1289 PAGE 232
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287066000	REBECCA HERNSTADT TRUST	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	185			Texas	Milam
1287067000	HERNSTADT NORA TR	UNION PACIFIC RESOURCES	07/12/1994	Lease	701	189			Texas	Milam
1287068000	WILLIAM L HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	195			Texas	Milam
1287069000	SIDNEY J HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	210			Texas	Milam
1287070000	NORA HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	206			Texas	Milam
1287071000	REBECCA HERNSTADT ESTATE TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	208			Texas	Milam
1287072000	BERTHA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	203			Texas	Milam
1287073000	FAY H HEINSCHEIMER TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Memorandum	740	199			Texas	Milam
1287074000	BERTHA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Lease	786	410	38546		Texas	Milam
1287075000	NORA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	408	38545		Texas	Milam
1287076000	REBECCA HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	406	38544		Texas	Milam
1287077000	FAY H HEINSHEIMER TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	412	38547		Texas	Milam
1287078000	SIDNEY J HERNSTADT TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	404			Texas	Milam
1287079000	WILLIAM L HERNSTADT TRUST	UNION PACIFIC RESOURCES COMPANY	10/23/1998	Memorandum	786	402	38542		Texas	Milam
1287117000	RUSSELL J MAGGS	UNION PACIFIC RESOURCES	06/30/1994	Lease	703	805			Texas	Milam
1287149000	MILTON N GREER ET UX	UNION PACIFIC RESOURCES COMPANY	12/13/1994	Lease	700	905			Texas	Milam
1287150000	SHIRLEY S BALLARD	UNION PACIFIC RESOURCES	12/03/1994	Lease	238	710			Texas	Milam
1287150000	SHIRLEY S BALLARD	UNION PACIFIC RESOURCES	12/03/1994	Lease	704	179			Texas	Milam
1287272000	H HAL MCKINNEY	UNION PACIFIC RESOURCES	03/21/1995	Lease	711	666			Texas	Milam

PAGE 23 OF 60

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VOL. 1289 PAGE 233
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287275000	KENDALL S THOMAS SR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	244	254		3804	Texas	Milam
1287275000	KENDALL S THOMAS SR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	715	352		21102	Texas	Milam
1287276000	KENDALL S THOMAS JR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	244	257		3805	Texas	Milam
1287276000	KENDALL S THOMAS JR ET UX	UNION PACIFIC RESOURCES	06/15/1995	Lease	715	356		21103	Texas	Milam
1287386000	EDWIN M DAY	UNION PACIFIC RESOURCES	07/07/1995	Lease	714	657			Texas	Milam
1287443000	NANCY DICKERSON DOTY ET AL	UNION PACIFIC RESOURCES COMPANY	06/28/1995	Lease	716	787			Texas	Milam
1287444000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES	06/28/1995	Lease	716	791			Texas	Milam
1287445000	JOSIE MARGARET BEESON	UNION PACIFIC RESOURCES	08/24/1995	Lease	719	155			Texas	Milam
1287446000	CAROLYN KENYON FIELDS	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	765	800	33869		Texas	Milam
1287447000	CAPTAIN KENYON	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	767	413	34249		Texas	Milam
1287448000	GENE OBENHAUS IND & EXEC OF EST KATHRYN	UNION PACIFIC RESOURCES COMPANY	02/17/1998	Lease	767	403			Texas	Milam
1287449000	HAZEL VARNER BLAIR	UNION PACIFIC RESOURCES COMPANY	12/04/1997	Lease	767	498			Texas	Milam
1287450000	JERRY JO ADAMS	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	765	646			Texas	Milam
1287451000	RAYMOND L SCARBOROUGH	UNION PACIFIC RESOURCES COMPANY	12/04/1997	Lease	765	640			Texas	Milam
1287452000	NORMAN KENYON	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	766	106	33927		Texas	Milam
1287453000	TOMMY SCARBOROUGH	UNION PACIFIC RESOURCES COMPANY	12/13/1997	Lease	766	109			Texas	Milam
1287454000	CHARLES E HUTZLER	UNION PACIFIC RESOURCES	08/17/1995	Lease	715	794			Texas	Milam
1287455000	RUTH T BRADDUS	UNION PACIFIC RESOURCES COMPANY	08/17/1995	Lease	716	797			Texas	Milam
1287456000	MYRA L BERGHANE ET VIR	UNION PACIFIC RESOURCES COMPANY	08/17/1995	Lease	716	800			Texas	Milam

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PAGE 24 OF 20

VOL 1289 PAGE 234
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287458000	JO ANN BICKLE	UNION PACIFIC RESOURCES COMPANY	09/09/1997	Lease	767	406	34248		Texas	Milam
1287459000	JAMES CRAIG BROADDUS	UNION PACIFIC RESOURCES COMPANY	09/11/1997	Lease	762	125	32992		Texas	Milam
1287460000	EDWARD F CAPPS ET UX	UNION PACIFIC RESOURCES	07/27/1995	Lease	716	781	21465		Texas	Milam
1287461000	SUSAN B WEATHERFORD ET VIR	UNION PACIFIC RESOURCES	07/28/1995	Lease	719	163			Texas	Milam
1287462000	MARK C WALLER ET AL	UNION PACIFIC RESOURCES COMPANY	06/12/1996	Lease	737	150			Texas	Milam
1287463000	LAURA KAY HARRIS LANSING	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	328	30009		Texas	Milam
1287464000	DAVID WILLIAM HARRIS	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	308			Texas	Milam
1287518000	THE BROOKSIE NELL BOYD WOLF FAMILY VENTU	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Memorandum	731	525			Texas	Milam
1287519000	MARY LUMMUS FERGUSON	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	731	521			Texas	Milam
1287520000	JAMES T TODD ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	756	058			Texas	Milam
1287521000	BILLY D TODD	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	529			Texas	Milam
1287522000	MARY NELL TODD NEELY	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	533			Texas	Milam
1287523000	TODD DEWAYNE DENT ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	509			Texas	Milam
1287524000	JAN TODD DENT	UNION PACIFIC RESOURCES	12/01/1995	Lease	731	505			Texas	Milam
1287525000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	517			Texas	Milam
1287526000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	731	513			Texas	Milam
1287527000	BILLE BAILEY TILSON	UNION PACIFIC RESOURCES COMPANY	12/15/1995	Lease	724	211			Texas	Milam
1287528000	CHARLES EDWARD LANGE ET AL	UNION PACIFIC RESOURCES COMPANY	08/08/1997	Lease	759	378			Texas	Milam
1287529000	CHARLENE WINKELMANN	UNION PACIFIC RESOURCES COMPANY	04/08/1998	Memorandum	775	909			Texas	Milam

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VOL. 1289 PAGE 235
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287530000	RAEBON STANLEY KING	UNION PACIFIC RESOURCES COMPANY	05/18/1999	Memorandum	799	20	41528		Texas	Milam
1287531000	B A CUNNINGHAM ET AL	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	861			Texas	Milam
1287532000	REBECCA LUMMUS LONG	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	725	857			Texas	Milam
1287533000	ROBERT H HARWOOD ET UX	UNION PACIFIC RESOURCES COMPANY	12/06/1995	Lease	731	537			Texas	Milam
1287534000	VIOLET H FRAZIER	UNION PACIFIC RESOURCES COMPANY	10/02/1995	Lease	725	865			Texas	Milam
1287535000	J T TODD ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	882			Texas	Milam
1287536000	JEWELL ELY MOORE TRUST	CENTERLINE OIL & GAS INC	09/24/1996	Lease	741	495			Texas	Milam
1287537000	MARY ETHYL ELY	CENTERLINE OIL & GAS INC	09/24/1996	Lease	739	131			Texas	Milam
1287538000	MYRA JEAN JISTEL	UNION PACIFIC RESOURCES COMPANY	05/13/1997	Lease	752	582	30783		Texas	Milam
1287539000	B A CUNNINGHAM ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	725	878			Texas	Milam
1287540000	SCOTT A MILLER ET UX	UNION PACIFIC RESOURCES COMPANY	08/25/1997	Lease	764	030			Texas	Milam
1287544000	PATSY DEAN GALL ET VIR	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	899			Texas	Milam
1287545000	DELMO DEAN SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	895			Texas	Milam
1287561000	FRANCES PETTEY	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	733	120			Texas	Milam
1287562000	R E THOMPSON	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	117			Texas	Milam
1287563000	DOROTHY SPRADLING	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	114			Texas	Milam
1287564000	PATRICIA ELLOUISE WATKINS	UNION PACIFIC RESOURCES COMPANY	03/15/1996	Lease	733	111			Texas	Milam
1287565000	MYRLIN LESIKAR	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease	733	108			Texas	Milam
1287566000	BILLY G SHAW ET AL	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease	735	757			Texas	Milam
1287567000	JAMES PAUL BOWLING ET UX	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease			28171		Texas	Milam

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VOL. 1289 PAGE 236
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287568000	MURRAY KENT CLOUD ET AL	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease		UNRECORDED			Texas	Milam
1287569000	GEORGE MEDFORD LAMBERT SR ET AL	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	733	105			Texas	Milam
1287570000	GIRLAND T SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	733	092			Texas	Milam
1287571000	ROXIE ETTA PIERCE	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	089			Texas	Milam
1287572000	DORSIE MAE COOKS	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	086			Texas	Milam
1287573000	EDDIE MARVIN SNELGRO ET AL	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	067			Texas	Milam
1287574000	EDDIE V CHANEY	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	744	171	2_249		Texas	Milam
1287575000	LILLIAN HILL	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	742	637			Texas	Milam
1287576000	VIRGINIA ELLA BARRETT	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	742	615			Texas	Milam
1287577000	GIRLAND T SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	733	80			Texas	Milam
1287578000	DORSIA MAE COOK	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	074			Texas	Milam
1287579000	MARIAN SNELGRO RIDEAU ET AL	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	756	531			Texas	Milam
1287580000	ROXIE ETTA PIERCE	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	733	077			Texas	Milam
1287581000	VIRGINIA ELLA BARRETT	UNION PACIFIC RESOURCES COMPANY	03/05/1996	Lease	738	495			Texas	Milam
1287582000	LILLIAN HILL	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	738	498			Texas	Milam
1287583000	EDDIE V CHANEY	UNION PACIFIC RESOURCES COMPANY	02/05/1996	Lease	744	171			Texas	Milam
1287584000	ITOLIVER WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	123			Texas	Milam
1287585000	DELSIE WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	071			Texas	Milam
1287586000	GERALDINE WASHINGTON	UNION PACIFIC RESOURCES COMPANY	01/26/1996	Lease	733	126			Texas	Milam

PAGE 27 OF 40

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MILAM COUNTY CLERK

VOL 1289 PAGE 237
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287587000	ALMA STATEN WANZA	UNION PACIFIC RESOURCES COMPANY	01/25/1996	Lease	733	129			Texas	Milam
1287588000	DEBRA EPPERSON	UNION PACIFIC RESOURCES COMPANY	01/25/1996	Lease	733	132			Texas	Milam
1287589000	ROY CRAIG DENT ET UX	UNION PACIFIC RESOURCES COMPANY	12/01/1995	Lease	730	843			Texas	Milam
1287590000	WANDA SUE COATS ET VIR	UNION PACIFIC RESOURCES COMPANY	12/11/1995	Lease	730	835			Texas	Milam
1287591000	JEWELL ELY MOORE ESTATE	UNION PACIFIC RESOURCES COMPANY	12/11/1995	Lease	730	839			Texas	Milam
1287592000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	760			Texas	Milam
1287593000	LORRAINE RUTH HORAN	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	741			Texas	Milam
1287594000	DELLA MILDRED BOWLING ALSO KNOWN AS MILD	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	733	139			Texas	Milam
1287595000	JEWELL ELY MOORE TRUST	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	845			Texas	Milam
1287596000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	841			Texas	Milam
1287597000	WANDA SUE COATS ET AL	UNION PACIFIC RESOURCES COMPANY	01/05/1996	Lease	735	763			Texas	Milam
1287598000	LORRAINE RUTH HORAN	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	849			Texas	Milam
1287621000	DAVID CHARLES STEEL	UNION PACIFIC RESOURCES COMPANY	03/19/1996	Lease	735	769			Texas	Milam
1287622000	KARLA KAY SINGER	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	744			Texas	Milam
1287623000	W B BAILEY	UNION PACIFIC RESOURCES COMPANY	05/28/1996	Memorandum	735	704			Texas	Milam
1287624000	WALTER SNELGRO JR	UNION PACIFIC RESOURCES COMPANY	02/16/1996	Lease	735	750			Texas	Milam
1287625000	KENNETH SNELGRO	UNION PACIFIC RESOURCES COMPANY	02/16/1996	Lease	735	747			Texas	Milam
1287626000	CLIFTON SNELGRO JR	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	744	862			Texas	Milam
1287627000	CHRISTOPHER SNELGRO	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	744	872			Texas	Milam

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PAGE 28 OF 60

VOL 1289 PAGE 238
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287628000	CORNELIA SNELGRO SHIPP	UNION PACIFIC RESOURCES COMPANY	04/15/1996	Lease	757	689	31957		Texas	Milam
1287876000	GARY ALL SHAW ET UX	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	735	733			Texas	Milam
1287877000	LINDA SUE MORGAN ET VIR	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	891			Texas	Milam
1287878000	DONALD GLENN SHAW ET UX	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	725	897			Texas	Milam
1287879000	DONALD LUCE	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	738			Texas	Milam
1287880000	JANA MARIE ALLEN	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	538			Texas	Milam
1287881000	SANDRA MCCASLIN	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	735	527			Texas	Milam
1287882000	MARILYN HUFF	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	516			Texas	Milam
1287883000	SUE ANN SCHOLZ	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	519			Texas	Milam
1287884000	JAMES F STEWART	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	522			Texas	Milam
1287885000	JUREEN WHITLOCK	UNION PACIFIC RESOURCES COMPANY	03/21/1996	Lease	738	525			Texas	Milam
1287886000	MARY THOMAS BAKER	UNION PACIFIC RESOURCES COMPANY	01/11/1996	Lease	769	339			Texas	Milam
1287887000	GLORIA A HOLDEN	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Lease	735	772			Texas	Milam
1287887000	GLORIA A HOLDEN	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Memorandum	847	470			Texas	Milam
1287888000	ETHYL BURNEY ELY	UNION PACIFIC RESOURCES COMPANY	01/09/1996	Lease	735	775			Texas	Milam
1287889000	JEWELL ELY MOORE TESTAMENTARY TRUST	UNION PACIFIC RESOURCES COMPANY	12/28/1995	Lease	735	700			Texas	Milam
1287898000	ERNEST JOHNSON ET AL	UNION PACIFIC RESOURCES COMPANY	06/26/1996	Lease	735	833			Texas	Milam
1287899000	ANNA MAE ELY A/K/A ANNIE MAE ELY	UNION PACIFIC RESOURCES COMPANY	02/07/1996	Lease	723	877	23116		Texas	Milam
1287900000	HERBERT H GRAEBER ET AL	UNION PACIFIC RESOURCES COMPANY	03/26/1996	Lease	735	692			Texas	Milam

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Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287901000	ADAM E VEZORAK ET AL	UNION PACIFIC RESOURCES COMPANY	05/08/1997	Lease	752	534	30766		Texas	Milam
1287902000	WILLIAM C RAYMOND	UNION PACIFIC RESOURCES COMPANY	07/29/1996	Lease	736	458			Texas	Milam
1287903000	ENDRE L CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	865			Texas	Milam
1287904000	EVELYN CLEMONS LOVELACE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	861			Texas	Milam
1287905000	EDWARD W CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	857			Texas	Milam
1287906000	EDDIE CLEMONS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	534			Texas	Milam
1287907000	WENDELLYN CLEMONS TRICE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	530			Texas	Milam
1287908000	AMANDA WARREN	UNION PACIFIC RESOURCES COMPANY	07/10/1996	Lease	737	153			Texas	Milam
1287909000	BRICE DESLANDES COEFIELD	UNION PACIFIC RESOURCES COMPANY	07/03/1996	Lease	738	624			Texas	Milam
1287910000	EDGAR LEVERNON SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	741	573			Texas	Milam
1287911000	CONCHITA SADBERRY CRENSHAW	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	743	394			Texas	Milam
1287912000	JOHN RILEY SADBERRY III ET UX	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	743	391			Texas	Milam
1287913000	NINA MAE LAWSON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	716			Texas	Milam
1287914000	HALCYON SADBERRY WATKINS	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	825			Texas	Milam
1287915000	OLIVER WAYNE SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	821			Texas	Milam
1287916000	OPHELIA SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	793			Texas	Milam
1287917000	MERLIN SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	789			Texas	Milam
1287918000	ALONZO JEROME SADBERRY JR	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	785			Texas	Milam
1287919000	HALLIE O SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	781			Texas	Milam

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PAGE 30 OF 100

VOL. 1289 PAGE 240
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287920000	GALE SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	817			Texas	Milam
1287921000	GERALDINE SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	813			Texas	Milam
1287922000	EARL C SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	809			Texas	Milam
1287923000	MARCIA SADBERRY-LOVE	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	805			Texas	Milam
1287924000	JOHNNIE B WASHINGTON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	801			Texas	Milam
1287925000	CHARLES SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	797			Texas	Milam
1287926000	DWAIN SADBERRY	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	735	712			Texas	Milam
1287927000	JOHN C RANDLE JR	UNION PACIFIC RESOURCES	08/16/1993	Lease	682	152			Texas	Milam
1287928000	DEBORAH L SADBERRY HAYNES	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	739	427	27025		Texas	Milam
1287929000	NINA MAE LAWSON	UNION PACIFIC RESOURCES	08/18/1994	Lease	699	225			Texas	Milam
1287930000	EDWIN SADBERRY	ANADARKO E&P ONSHORE LLC	10/08/2013	Lease	1214	221			Texas	Milam
1287931000	ANDREA JOI SADBERRY	ANADARKO E&P ONSHORE LLC	09/24/2013	Lease	1214	223			Texas	Milam
1287932000	BRENDA SADBERRY	ANADARKO E&P ONSHORE LLC	10/10/2013	Lease	1219	323			Texas	Milam
1287934000	GAUSE INDEPENDENT SCHOOL DISTRICT	UNION PACIFIC RESOURCES COMPANY	07/01/1996	Lease	742	640			Texas	Milam
1287970000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	07/06/1996	Lease	737	188			Texas	Milam
1287971000	THELMA MCCONLEY ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	127			Texas	Milam
1287972000	B A CUNNINGHAM	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	124			Texas	Milam
1287973000	FRANKIE ALLEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	121			Texas	Milam
1287974000	ADRIAN JIMMY COOKS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	118			Texas	Milam

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PAGE 31 OF 100

VOL. 1289 PAGE 241
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287975000	EDDIE DEAN MCCONLEY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	156			Texas	Milam
1287976000	LEON DANIELS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	159			Texas	Milam
1287977000	RAYCHEAL SHAHEED	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	162			Texas	Milam
1287978000	ELROY LLOYD WESTBROOK	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	165			Texas	Milam
1287979000	VAL TAYLOR WILLIAMS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	168			Texas	Milam
1287980000	CHRISTINE D JOHNSON	UNION PACIFIC RESOURCES COMPANY	06/07/1996	Lease	737	171			Texas	Milam
1287981000	BERNICE HENNIGAN	UNION PACIFIC RESOURCES COMPANY	06/01/1996	Lease	737	136			Texas	Milam
1287982000	ALLITHIA TAYLOR HAMLETT	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	138			Texas	Milam
1287983000	ISAIAH GREENE JR	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	141			Texas	Milam
1287984000	FRANKIE GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	144			Texas	Milam
1287985000	DORIS PRICE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	147			Texas	Milam
1287986000	SAMUEL GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	112			Texas	Milam
1287987000	ODESSA LEVINGSTON	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	180			Texas	Milam
1287988000	JIM LOU STEWART	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	177			Texas	Milam
1287989000	EDDIE MAE WATTERS	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	737	174			Texas	Milam
1287990000	STEVE GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	528			Texas	Milam
1287991000	ARNELL GREEN JR	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	531			Texas	Milam
1287992000	RHONDA GREENE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	738	339			Texas	Milam
1287993000	BETTY GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	741	576			Texas	Milam

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MILAM COUNTY CLERK
PAGE 32 OF 160

VOL 1089 PAGE 242
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1287994000	WAYNE MCCONLEY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	739	021	26902		Texas	Milam
1287995000	CHRISTOPHER GREEN	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	212	28010		Texas	Milam
1287996000	LEO GREENE	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	740	230		27238	Texas	Milam
1287997000	DONNIE DANFORD	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	247			Texas	Milam
1287998000	OLA GREEN ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	743	398	28067		Texas	Milam
1287999000	MABLE MORRISON HARDY	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	783	584	37918		Texas	Milam
1288000000	BOBBIE JOHNSON	ANADARKO E&P ONSHORE LLC	08/26/2013	Lease	1210	241			Texas	Milam
1288001000	ANTHONY EVANS	ANADARKO E&P ONSHORE LLC	10/19/2013	Lease	1214	217			Texas	Milam
1288002000	BOBBY EVANS JR	ANADARKO E&P ONSHORE LLC	10/16/2013	Lease	1214	219			Texas	Milam
1288003000	LABARBARA MORGAN	ANADARKO E&P ONSHORE LLC	08/21/2013	Lease	1210	237			Texas	Milam
1288004000	DONALD TAYLOR	ANADARKO E&P ONSHORE LLC	11/26/2013	Lease	1219	323			Texas	Milam
1288005000	RETANGER MORGAN WYATT	ANADARKO E&P ONSHORE LLC	08/20/2013	Lease	1210	239			Texas	Milam
1288005000	RETANGER MORGAN WYATT	ANADARKO E&P ONSHORE LLC	08/20/2013	Lease	34	283			Texas	Milam
1288149000	MARGARET COURTNEY	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	480			Texas	Milam
1288150000	FREDERICK KING POOLE	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	501			Texas	Milam
1288151000	JOHN IZARD	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	504			Texas	Milam
1288152000	JEAN OWEN IZARD TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	507			Texas	Milam
1288153000	ROBERT A FOY	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	510			Texas	Milam
1288154000	ADOLPHUS ANDREWS TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	566			Texas	Milam

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MILAM COUNTY CLERK
PAGE 33 OF 102

VOL. 1289 PAGE 243
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288155000	CAROLE A FOY TRUST	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	738	513			Texas	Milam
1288156000	ABBY DUNHAM	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	744	859			Texas	Milam
1288157000	PETER ANDREWS POOLE	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	757	695	31959		Texas	Milam
1288158000	JANE ATWOOD	UNION PACIFIC RESOURCES COMPANY	04/10/1996	Lease	756	536			Texas	Milam
1288159000	MAUDE RAYE LAWSON BURRELL	UNION PACIFIC RESOURCES COMPANY	06/26/1996	Lease	738	550			Texas	Milam
1288160000	DOROTHY L GAUSE ET AL	UNION PACIFIC RESOURCES COMPANY	01/11/1996	Lease	738	540			Texas	Milam
1288161000	MYRON E ELY	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	738	474			Texas	Milam
1288162000	VICTORY FINANCIAL GROUP INC	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	743	236			Texas	Milam
1288163000	KAREN J MATTHEWS	UNION PACIFIC RESOURCES COMPANY	08/24/1996	Lease	738	477			Texas	Milam
1288164000	MARSHA LEE HILL	UNION PACIFIC RESOURCES COMPANY	09/03/1996	Lease	738	462			Texas	Milam
1288165000	BRUCE CLAY ALBRIGHT	UNION PACIFIC RESOURCES COMPANY	08/15/1996	Lease	738	537			Texas	Milam
1288166000	JERRY GORDON ALBRIGHT	UNION PACIFIC RESOURCES COMPANY	08/24/1996	Lease	738	465			Texas	Milam
1288167000	GEORGIE WILLIAMSON ET AL	UNION PACIFIC RESOURCES COMPANY	01/17/1997	Memorandum	742	819			Texas	Milam
1288183000	TERRI LYNN SMITH ET AL	UNION PACIFIC RESOURCES COMPANY	10/15/1996	Lease	739	4			Texas	Milam
1288184000	DOROTHY L GAUSE ET AL	UNION PACIFIC RESOURCES COMPANY	09/24/1996	Lease	741	445			Texas	Milam
1288185000	FLOYD COTTEN ET UX	W C PEMBERTON	01/26/1970	Lease	115		8845		Texas	Milam
1288186000	UNELL M JOHNSON ESTATE	UNION PACIFIC RESOURCES COMPANY	07/10/1996	Lease	735	634			Texas	Milam
1288187000	JOHNNY OVERALL ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	743	114	27990		Texas	Milam
1288188000	C W JONES ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	739	024	26903		Texas	Milam

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MILAM COUNTY CLERK
PAGE 34 OF 60

VOL. 1289 PAGE 244
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288189000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/26/1998	Lease	803	902			Texas	Milam
1288190000	HORACE EDWARD MCQUEEN	UNION PACIFIC RESOURCES COMPANY	07/12/1996	Lease	743	240			Texas	Milam
1288191000	CHARLES C MILLER ET AL	UNION PACIFIC RESOURCES COMPANY	04/10/1997	Memorandum	747	57			Texas	Milam
1288192000	LEVERT J ABLE	UNION PACIFIC RESOURCES COMPANY	09/17/1996	Lease	739	63			Texas	Milam
1288193000	L & R ESCROW	UNION PACIFIC RESOURCES COMPANY	09/06/1996	Lease	739	39			Texas	Milam
1288194000	BEN A MADDEN JR ET UX	UNION PACIFIC RESOURCES COMPANY	09/24/1996	Lease	739	49			Texas	Milam
1288195000	LARRY LERO ET UX	UNION PACIFIC RESOURCES COMPANY	09/19/1996	Lease	739	397			Texas	Milam
1288196000	WILLIAM D BANKS ET UX	UNION PACIFIC RESOURCES COMPANY	09/11/1996	Lease	741	27			Texas	Milam
1288197000	HOWARD W HANNAN JR ET UX	UNION PACIFIC RESOURCES COMPANY	09/05/1996	Lease	743	187			Texas	Milam
1288198000	MICHEL J PANAYI ET UX	UNION PACIFIC RESOURCES COMPANY	09/05/1996	Lease	739	744			Texas	Milam
1288199000	VIRGINIA W BOHN	UNION PACIFIC RESOURCES COMPANY	10/10/1996	Lease	747	24	29413		Texas	Milam
1288200000	NANCY N HARRELL	UNION PACIFIC RESOURCES COMPANY	12/16/1996	Lease	749	272			Texas	Milam
1288201000	HAROLD LANGE ET UX	UNION PACIFIC RESOURCES COMPANY	09/25/1996	Lease	743	227			Texas	Milam
1288202000	STEPHANIE A SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Lease	749	265	29990		Texas	Milam
1288202000	STEPHANIE A SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	265			Texas	Milam
1288203000	JOHN B SYPTAK	UNION PACIFIC RESOURCES COMPANY	04/01/1997	Memorandum	749	267	29991		Texas	Milam
1288204000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	06/01/1994	Lease	747	196	29454		Texas	Milam
1288204000	LAWRENCE D BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	06/01/1994	Memorandum	888	185	70540		Texas	Milam
1288205000	R A JENNINGS	UNION PACIFIC RESOURCES COMPANY	01/21/1997	Lease	749	269	29992		Texas	Milam

PAGE 35 OF 100
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MILAM COUNTY CLERK

VOL 1289 PAGE 245
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288206000	N-R PROPERTIES TRUST	UNION PACIFIC RESOURCES COMPANY	05/28/1997	Lease	750	216			Texas	Milam
1288207000	SHARON LYN HANSON	UNION PACIFIC RESOURCES COMPANY	01/23/1997	Lease	749	311	30005		Texas	Milam
1288208000	SONAT EXPLORATION COMPANY	UNION PACIFIC RESOURCES COMPANY	05/29/1997	Memorandum	752	497			Texas	Milam
1288209000	SARA ELIZABETH HESTER TRUST	UNION PACIFIC RESOURCES COMPANY	05/30/1997	Memorandum	757	708			Texas	Milam
1288210000	LEONARD RAUCH	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	759	355			Texas	Milam
1288211000	ANITA KOTLEN	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	759	904			Texas	Milam
1288212000	GERALD RAUCH	UNION PACIFIC RESOURCES COMPANY	08/13/1997	Lease	760	018			Texas	Milam
1288292000	CHARLES A HOPPE ET AL	UNION PACIFIC RESOURCES COMPANY	10/15/1996	Memorandum	740	172	27218		Texas	Milam
1288293000	HILTON H BUTLER ET UX	UNION PACIFIC RESOURCES COMPANY	09/04/1996	Lease	737	831			Texas	Milam
1288294000	PATRICIA ANN HEATH ET AL	UNION PACIFIC RESOURCES COMPANY	11/22/1996	Lease	744	037			Texas	Milam
1288295000	PATRICIA ANN HEATH ET AL	UNION PACIFIC RESOURCES COMPANY	11/22/1996	Lease	744	42			Texas	Milam
1288315000	GARY S GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	740	181		27221	Texas	Milam
1288316000	JOHNNIE BRUUN	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	741	419			Texas	Milam
1288317000	RONNIE DALE GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	739	440			Texas	Milam
1288318000	LOYD RODELL GILLILAND JR	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	739	437		27028	Texas	Milam
1288319000	BRENDA SUE REVILLA	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	741	401		27537	Texas	Milam
1288320000	LARRY DWAIN GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	743	250			Texas	Milam
1288321000	MAURINE LACY	UNION PACIFIC RESOURCES COMPANY	10/08/1996	Lease	741	397			Texas	Milam
1288322000	NELSON K LLOYD	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	742	825		27932	Texas	Milam

PAGE 36 OF 60
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MILAM COUNTY CLERK

VOL. 1289 PAGE 246
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1288323000	BOBBY L GILLILAND	UNION PACIFIC RESOURCES COMPANY	09/26/1996	Lease	743	744		28156	Texas	Milam
1288324000	THOMAS WHITE	UNION PACIFIC RESOURCES COMPANY	05/12/1997	Lease	752	888	30873		Texas	Milam
1288325000	CHARLES MILTON PAYNE ET UX	UNION PACIFIC RESOURCES COMPANY	07/01/1997	Lease	754	393	31207		Texas	Milam
1288326000	ROBERT N FLOYD	UNION PACIFIC RESOURCES COMPANY	07/16/1997	Lease	757	686	31956		Texas	Milam
1288328000	LELA M WILLIAMS	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	741	363			Texas	Milam
1288329000	WALTER L VON MERZ	UNION PACIFIC RESOURCES COMPANY	11/07/1995	Lease	718	252			Texas	Milam
1289568000	KENNETH ROPER ET AL	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	741	416			Texas	Milam
1289569000	HAROLD DON ROSE	UNION PACIFIC RESOURCES COMPANY	11/14/1996	Lease	742	047			Texas	Milam
1289570000	CHARLES RAY SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	10/30/1996	Lease	741	367	27526		Texas	Milam
1289571000	THE VARNER FAMILY LIMITED PARTNERSHIP	UNION PACIFIC RESOURCES COMPANY	09/29/1998	Lease	787	446			Texas	Milam
1289572000	WILLIAM J HORNBY ET AL	UNION PACIFIC RESOURCES COMPANY	05/24/1996	Lease	742	630			Texas	Milam
1289573000	RUTH KEMP BROWN ET VIR	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	743	224	28014		Texas	Milam
1289574000	MARK C WALLER ET AL	UNION PACIFIC RESOURCES COMPANY	06/12/1996	Lease	742	622			Texas	Milam
1289575000	J FRED MOSS	UNION PACIFIC RESOURCES COMPANY	10/25/1996	Lease	741	405	27538		Texas	Milam
1289576000	JAMES FLORENCE	UNION PACIFIC RESOURCES COMPANY	10/23/1996	Lease	741	424	27545		Texas	Milam
1289577000	ROBERT J HELSLEY	UNION PACIFIC RESOURCES COMPANY	05/16/1997	Memorandum	750	138	30222		Texas	Milam
1289578000	JAMES LAW	UNION PACIFIC RESOURCES COMPANY	05/14/1997	Lease	750	135			Texas	Milam
1289579000	WILLIAM J HORNBY ET AL	UNION PACIFIC RESOURCES COMPANY	06/04/1997	Lease	750	496	30326		Texas	Milam
1289580000	JOE NEAL SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	742	612			Texas	Milam

PAGE 37 OF 60

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VOL. 1289 PAGE 247
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1289580000	JOE NEAL SHAW	UNION PACIFIC RESOURCES COMPANY	12/10/1995	Memorandum	791	719			Texas	Milam
1289581000	CURTIS J SCHOOFF	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	740	178		27220	Texas	Milam
1289582000	PHYLLIS WALLENFELDT ET VIR	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Lease	740	175		27219	Texas	Milam
1289583000	DWAIN L MILLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/16/1996	Lease	741	436			Texas	Milam
1289584000	J B ELY JR	UNION PACIFIC RESOURCES COMPANY	01/08/1996	Lease	762	536	33100		Texas	Milam
1289585000	LARRY WAYNE MIKULEC TRUSTEE	UNION PACIFIC RESOURCES COMPANY	02/09/1996	Lease	725	664			Texas	Milam
1289587000	H H COFFIELD ESTATE	UNION PACIFIC RESOURCES COMPANY	02/04/1997	Memorandum	755	460			Texas	Milam
1289594000	F H YOUNG ET UX (702/161)	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	161			Texas	Milam
1289595000	F H YOUNG ET UX (702/169)	UNION PACIFIC RESOURCES COMPANY	11/03/1994	Lease	702	169			Texas	Milam
1289596000	CHARLES CADE	UNION PACIFIC RESOURCES COMPANY	07/23/1996	Lease	739	084			Texas	Milam
1289597000	EMILY WOODSON HUGHES ET VIR, HOWARD E.	UNION PACIFIC RESOURCES COMPANY	07/23/1996	Lease	744	016			Texas	Milam
1289642000	CLAUDE CARYLL CULVER	UNION PACIFIC RESOURCES COMPANY	04/22/1996	Lease	744	869	28424		Texas	Milam
1289643000	CHARLES LEWIS BUNDICK	UNION PACIFIC RESOURCES COMPANY	05/24/1996	Lease	744	875	28426		Texas	Milam
1289644000	FAUSTENE D BUNDICK	UNION PACIFIC RESOURCES COMPANY	04/22/1996	Lease	744	856	28420		Texas	Milam
1289648000	HARRY & ORA MCGEE JR #1 TR	UNION PACIFIC RESOURCES COMPANY	06/19/1996	Lease	744	591			Texas	Milam
1289649000	JAMES H S PIERSON ET AL TRUST	UNION PACIFIC RESOURCES COMPANY	06/19/1996	Lease	744	610	28357		Texas	Milam
1289650000	COASTAL BEND COMMUNITY FOUNDATION	UNION PACIFIC RESOURCES COMPANY	06/20/1996	Lease	744	601	28356		Texas	Milam
1289651000	HAZEL K HAMILL	UNION PACIFIC RESOURCES COMPANY	02/26/1997	Lease	749	868	30178		Texas	Milam
1289652000	MARVIN FLOYD MARSHALL ET UX (VLB)	UNION PACIFIC RESOURCES COMPANY	08/21/1997	Lease	761	036			Texas	Milam

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PAGE 38 OF 100

VOL 1289 PAGE 248
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1289653000	MARVIN FLOYD MARSHALL ET UX	UNION PACIFIC RESOURCES COMPANY	08/21/1997	Lease	760	520			Texas	Milam
1289654000	DONALD B MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	828	30164		Texas	Milam
1289655000	JERRY WAYLAND MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	826	30163		Texas	Milam
1289656000	LANELL RIDDLE	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	749	821	30161		Texas	Milam
1289657000	PAT JOHNSON	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	749	864	30176		Texas	Milam
1289658000	NOLA FAYE ELLSWORTH	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	749	866	30177		Texas	Milam
1289659000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/08/1996	Memorandum	752	470	30743		Texas	Milam
1289660000	JIMMY WAYNE MORGAN	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	752	566	30776		Texas	Milam
1289661000	R W BOOKER ET AL	UNION PACIFIC RESOURCES COMPANY	02/12/1997	Lease	776	340	36201		Texas	Milam
1289662000	BOBBY JACK TAYLOR	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	751	663	30552		Texas	Milam
1289663000	BILLY GENE MORGAN	UNION PACIFIC RESOURCES COMPANY	02/11/1997	Lease	771	862	35261		Texas	Milam
1289664000	ROSS CARTWRIGHT	UNION PACIFIC RESOURCES COMPANY	03/19/1997	Lease	747	59	29422		Texas	Milam
1289679000	FRANK S MCGEE JR ESTATE ET AL	UNION PACIFIC RESOURCES COMPANY	07/25/1996	Lease	745	54			Texas	Milam
1290488000	ROY K WELLS ET UX	UNION PACIFIC RESOURCES COMPANY	10/09/1996	Memorandum	752	572	30778		Texas	Milam
1290490000	CITY OF CAMERON	UNION PACIFIC RESOURCES COMPANY	06/19/1997	Lease	754	388	31206		Texas	Milam
1290491000	JOSEPHINE BRANDT	UNION PACIFIC RESOURCES COMPANY	09/16/1997	Lease	763	136	33225		Texas	Milam
1290492000	FATHER FLANAGANS BOYS HOME	UNION PACIFIC RESOURCES COMPANY	06/24/1997	Lease	759	898	32486		Texas	Milam
1290493000	SISTERS OF CHARITY OF THE INCARNATE WORD	UNION PACIFIC RESOURCES COMPANY	05/29/1997	Lease	762	335	33033		Texas	Milam
1290494000	ALBERT E SHIMEK ET AL	UNION PACIFIC RESOURCES COMPANY	06/18/1997	Lease	754	408	31212		Texas	Milam

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PAGE 39 OF 20

VOL 1289 PAGE 249
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290591000	JAMES MICHAEL HILLSMAN	UNION PACIFIC RESOURCES COMPANY	04/10/1997	Lease	750	503	30327		Texas	Milam
1290592000	ST OF TX M-98474	UNION PACIFIC RESOURCES COMPANY	08/05/1997	Lease	759	243	32300		Texas	Milam
1290593000	DOUGLAS A MCCRARY ET AL	UNION PACIFIC RESOURCES COMPANY	08/28/1997	Lease	760	064			Texas	Milam
1290594000	JACQUES P ADOUE JR	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	762	272	33037		Texas	Milam
1290595000	WILLIAM D PARKER	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	764	458	33539		Texas	Milam
1290596000	JULIE JOHNSON	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	764	475	33544		Texas	Milam
1290597000	NORMAN D ADOUE	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	767	458	34265		Texas	Milam
1290598000	JACK L PARKER	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	765	087			Texas	Milam
1290599000	PEGGY KARREN	UNION PACIFIC RESOURCES COMPANY	11/03/1997	Lease	765	114			Texas	Milam
1290600000	THOMAS E PARKER	UNION PACIFIC RESOURCES COMPANY	11/14/1997	Lease	765	393			Texas	Milam
1290601000	SHEARN SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	11/04/1997	Lease	762	267			Texas	Milam
1290601000	SHEARN SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	11/04/1997	Memorandum	762	267	33035		Texas	Milam
1290602000	BRANDI DURRETT	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	765	371	33757		Texas	Milam
1290603000	BETTY JENNINGS BAILEY ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	54	32730		Texas	Milam
1290604000	BRENDA MERRIMAN ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	60	32732		Texas	Milam
1290605000	DOROTHY WILMA LEWIS GLENN	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	48	32728		Texas	Milam
1290606000	PATRICIA NAN EMBRY BEAKLEY	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	69	32735		Texas	Milam
1290607000	FAYE MARIE SCHROEDER	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	45	32727		Texas	Milam
1290608000	LARRY STEWART	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	87	32741		Texas	Milam

098474

PAGE 40 OF 60

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VOL. 1289 PAGE 250
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290609000	LOU GIOIA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	84	32740		Texas	Milam
1290610000	NELL SCHAD	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	81	32739		Texas	Milam
1290611000	KATY MERRIMAN ET AL	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	63	32733		Texas	Milam
1290612000	MADELINE ANN GIOIA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	246	32792		Texas	Milam
1290613000	ROBERT E MERRIMAN	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	66	32734		Texas	Milam
1290614000	CHARLOTTE KAY BARTHOLOMEW	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	267	32796		Texas	Milam
1290615000	THOMAS STEWART	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	57	32731		Texas	Milam
1290616000	DEANNA HODA	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	72	32736		Texas	Milam
1290617000	JAN DORSEY	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	75	32737		Texas	Milam
1290618000	JANIE BURTON	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	78	32738		Texas	Milam
1290619000	HASKEL CALVIN ARNOLD	UNION PACIFIC RESOURCES COMPANY	10/01/1997	Lease	761	51	32729		Texas	Milam
1290620000	VINCENT WAYNE MATHEWS ET UX	UNION PACIFIC RESOURCES COMPANY	09/24/1997	Lease	760	517	32619		Texas	Milam
1290621000	FINNEY SMITH ET UX	UNION PACIFIC RESOURCES COMPANY	10/24/1997	Lease	765	362	33754		Texas	Milam
1290622000	JUDY ANN LEE	UNION PACIFIC RESOURCES COMPANY	10/02/1997	Lease	763	871			Texas	Milam
1290623000	KATIE LOUISE MARR	UNION PACIFIC RESOURCES COMPANY	10/02/1997	Lease	763	849			Texas	Milam
1290624000	PAT A ROBERTSON	UNION PACIFIC RESOURCES COMPANY	10/29/1997	Lease	765	097			Texas	Milam
1290625000	SALLY ANN MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1997	Lease	772	053			Texas	Milam
1290626000	PHILLIP ELTON MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1998	Lease	807	093			Texas	Milam
1290626000	PHILLIP ELTON MARR	UNION PACIFIC RESOURCES COMPANY	11/01/1998	Lease	864	493	65841		Texas	Milam

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MILAM COUNTY CLERK
PAGE 41 OF 101

VOL. 1289 PAGE 251
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290627000	VIRGINIA MARR	ANADARKO E&P COMPANY LP	04/16/2003	Lease	909	648	74663		Texas	Milam
1290631000	ROBERT LEE BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	763	882	33409		Texas	Milam
1290632000	DIANA HOCKENHULL CROWE	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	764	355			Texas	Milam
1290633000	SIDNEY A BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	765	368	33756		Texas	Milam
1290634000	ROBERT LEROY HOCKENHULL	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	765	365			Texas	Milam
1290635000	JERRY D BECK	UNION PACIFIC RESOURCES COMPANY	10/08/1997	Lease	762	789			Texas	Milam
1290636000	SHIRLEY HOCKENHULL COGDILL	UNION PACIFIC RESOURCES COMPANY	10/10/1997	Lease	765	100			Texas	Milam
1290637000	DANNY JOE BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	767	915			Texas	Milam
1290638000	MICKEY DALE BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	022			Texas	Milam
1290639000	MARY E BECK ET AL	UNION PACIFIC RESOURCES COMPANY	10/07/1997	Lease	767	219			Texas	Milam
1290640000	DANIEL BECK	UNION PACIFIC RESOURCES COMPANY	10/23/1997	Lease	770	053			Texas	Milam
1290641000	JEAN ANN BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	714			Texas	Milam
1290642000	DORIS JEAN PAYNE ET AL	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	770	711			Texas	Milam
1290643000	RANDY RAYMOND BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	771	271			Texas	Milam
1290644000	DOYLE RANDALL BECK	UNION PACIFIC RESOURCES COMPANY	12/25/1997	Lease	780	397			Texas	Milam
1290645000	WELDON ONEIL BECK	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	787	697			Texas	Milam
1290646000	REBECCA ANN JOHNSON	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	789	256-258			Texas	Milam
1290647000	ZITA MARIE GREEN	UNION PACIFIC RESOURCES COMPANY	10/07/1998	Lease	792	360	39937		Texas	Milam
1290648000	BETTY BERNICE JOHNSON	UNION PACIFIC RESOURCES COMPANY	08/02/1999	Lease	805	393			Texas	Milam

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MILAM COUNTY CLERK
PAGE 42 OF 101

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

VOL. 189 PAGE 252
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1290649000	BETTY BERNICE JOHNSON	ANADARKO E&P COMPANY LP	12/17/2012	Lease	1200	143			Texas	Milam
1290650000	DOLLY DUBOSE MARTINE	UNION PACIFIC RESOURCES COMPANY	03/19/1997	Lease	749	858			Texas	Milam
1290652000	R E THOMPSON (MRS)	CLAYTON WILLIAMS	11/17/1995	Lease	719	600		22098	Texas	Milam
1290656000	DIAMOND HELLICE BURTON	UNION PACIFIC RESOURCES COMPANY	10/15/1997	Memorandum	761	725	32912		Texas	Milam
1290662000	DIAMOND HELLICE BURTON ET AL	UNION PACIFIC RESOURCES COMPANY	06/30/1997	Lease	758	151	32059		Texas	Milam
1290665000	ST OF TX M-98524 ✓	UNION PACIFIC RESOURCES COMPANY	10/21/1997	Lease	766	90	33925		Texas	Milam
1290666000	ST OF TX M-98525 ✓	UNION PACIFIC RESOURCES COMPANY	10/21/1997	Lease	766	098	33926		Texas	Milam
1290720000	ST OF TX M-99010 ✓	UNION PACIFIC RESOURCES COMPANY	03/17/1998	Lease	777	18	36431		Texas	Milam
1290815000	ST OF TX M-099118 ✓	UNION PACIFIC RESOURCES COMPANY	04/07/1998	Lease	778	369	36776		Texas	Milam
1290818000	DAN J BREAUX ET AL	UNION PACIFIC RESOURCES COMPANY	07/17/1997	Lease	787	75	38755		Texas	Milam
1290819000	DONALD R SIMMONS	UNION PACIFIC RESOURCES COMPANY	10/22/1998	Lease	789	243	39152		Texas	Milam
1290856000	R R FUSSELL	G W MILLER	12/13/1969	Lease	97	7	8600		Texas	Milam
1290857000	NORINE LAGRONE ET AL	W C PEMBERTON	11/28/1969	Lease	96	371	8486		Texas	Milam
1290858000	TOM H WELLS ET AL	W C PEMBERTON	12/03/1969	Lease	96	386	8546		Texas	Milam
1290859000	ROY W HANN JR	CENTERLINE OIL & GAS INC	10/09/1996	Lease	741	505	27566		Texas	Milam
1290860000	J B ELY JR	CENTERLINE OIL & GAS INC	09/24/1996	Lease	739	128	26932		Texas	Milam
1290941000	JOE G MOORE JR ET AL	UNION PACIFIC RESOURCES COMPANY	07/19/1999	Lease	803	234	42495		Texas	Milam
1291133000	ST OF TX M-97710 ✓	CLAYTON WILLIAMS ENERGY INC	01/07/1997	Lease	670	724	0970769		Texas	Milam
1291133000	ST OF TX M-97710 ✓	CLAYTON WILLIAMS ENERGY INC	01/07/1997	Lease	744	271	28266		Texas	Milam
1291236000	BETTYE NORRIS SCHWARTZ	UNION PACIFIC RESOURCES COMPANY	03/27/1997	Lease	261	720	2642		Texas	Milam
1291236000	BETTYE NORRIS SCHWARTZ	UNION PACIFIC RESOURCES COMPANY	03/27/1997	Lease	752	1	30605		Texas	Milam
1291260000	JOHN RUNGE	RME PETROLEUM COMPANY	02/07/2001	Lease	846	297	52203		Texas	Milam
1291261000	DOROTHY ROSE DESHONG	RME PETROLEUM COMPANY	02/08/2001	Lease	852	18	63335		Texas	Milam

PAGE 43 OF 60

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MILAM COUNTY CLERK

VOL. 1289 PAGE 253
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1291262000	HOWRAN CORPORATION A TEXAS CORPORATION	RME PETROLEUM COMPANY	07/30/2001	Lease	856	298	64189		Texas	Milam
1291263000	FAY RENFRO HALBOUTY TRUST	RME PETROLEUM COMPANY	08/08/2001	Lease	856	302	64190		Texas	Milam
1291264000	MICHAEL T HALBOUTY	RME PETROLEUM COMPANY	08/08/2001	Lease	855	669	64086		Texas	Milam
1291265000	ESTATE OF ADRIAN ROSE MCGEE	RME PETROLEUM COMPANY	02/08/2001	Lease	848	888	62733		Texas	Milam
1291266000	ALLAN GRAYSON ROSE	RME PETROLEUM COMPANY	08/18/2001	Lease	856	306	64191		Texas	Milam
1291267000	HELEN ROSE SOOY	RME PETROLEUM COMPANY	08/13/2001	Lease	855	666	64085		Texas	Milam
1291268000	DOUGLAS J RUNK	RME PETROLEUM COMPANY	07/24/2001	Lease	859	833	64894		Texas	Milam
1291269000	HENRY J ROSE	RME PETROLEUM COMPANY	02/07/2001	Lease	852	15	63334		Texas	Milam
1291270000	NELL K ROSS ESTATE TRUST ET AL	RME PETROLEUM COMPANY	10/01/2001	Lease	860	444			Texas	Milam
1291271000	JAMES H ROSS ESTATE TRUST ET AL	RME PETROLEUM COMPANY	10/01/2001	Lease	733	164	25377		Texas	Milam
1291272000	JAMES W BOYD ESTATE	RME PETROLEUM COMPANY	09/10/2001	Lease	862	606	65411		Texas	Milam
1291273000	THE WILLIAM NOBLE SMITH JR 1984 TRUST	RME PETROLEUM COMPANY	10/10/2001	Lease	862	612	65413		Texas	Milam
1291274000	GREGORY SMITH	RME PETROLEUM COMPANY	10/16/2001	Lease	862	640	65422		Texas	Milam
1291275000	VIRGINIA HOWE SMITH REV OIL & GAS TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	627	65418		Texas	Milam
1291276000	R J & C S ST GERMAIN PARTNERSHIP LTD	RME PETROLEUM COMPANY	10/11/2001	Lease	862	621	65416		Texas	Milam
1291277000	JEFFREY SMITH	RME PETROLEUM COMPANY	10/16/2001	Lease	862	637	65421		Texas	Milam
1291278000	THE KEATING FAMILY PARTNERSHIP	RME PETROLEUM COMPANY	10/11/2001	Lease	862	624	65417		Texas	Milam
1291279000	FADRIQUE TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	633	65420		Texas	Milam
1291280000	GLORIA LAURA MASTERSON	RME PETROLEUM COMPANY	10/11/2001	Lease	862	618	65415		Texas	Milam
1291281000	ROBERT K SMITH TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	862	617	65414		Texas	Milam
1291282000	LEIGH HENRY MASTERSON	RME PETROLEUM COMPANY	10/11/2001	Lease	862	630	65419		Texas	Milam
1291283000	SUZANNE B DAVIS	RME PETROLEUM COMPANY	10/10/2001	Lease	862	609	65412		Texas	Milam
1291284000	STEVEN FOSS	RME PETROLEUM COMPANY	10/16/2001	Lease	872	317			Texas	Milam
1291285000	CHERYL FOSS	RME PETROLEUM COMPANY	10/16/2001	Lease	872	314			Texas	Milam
1291286000	PATRICIA MELTON	RME PETROLEUM COMPANY	10/16/2001	Lease	872	311			Texas	Milam
1291287000	CAMPBELL SMITH TESTAMENTARY TRUST	RME PETROLEUM COMPANY	10/11/2001	Lease	872	308			Texas	Milam
1291288000	MRT OIL & GAS INC	RME PETROLEUM COMPANY	09/11/2001	Lease	875	164	67973		Texas	Milam
1291289000	VIRGINIA ANN S FOSS TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	884	68324		Texas	Milam

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MILAM COUNTY CLERK
PAGE 44 OF 60

VOL. 1289 PAGE 254
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1291290000	JUDITH S MENDOZA TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	876	68322		Texas	Milam
1291291000	TYLER JAMES MELTON TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	891	68326		Texas	Milam
1291292000	FRANK RUNGE	RME PETROLEUM COMPANY	05/01/2001	Lease	876	888	68325		Texas	Milam
1291293000	JENNIFER SMITH TRUST	RME PETROLEUM COMPANY	05/16/2002	Lease	876	880	68323		Texas	Milam
1291294000	JEANNE RUNGE TONN	RME PETROLEUM COMPANY	06/10/2002	Memorandum	891	697	71171		Texas	Milam
1291295000	DOROTHY ANNE RUNGE HIERONYMUS	RME PETROLEUM COMPANY	06/10/2002	Memorandum	888	637	70629		Texas	Milam
1291296000	STEVEN L HARRISON	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	574	69785A		Texas	Milam
1291297000	SAM G HARRISON JR	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	570	69784		Texas	Milam
1291298000	REBECCA H BAKER	RME PETROLEUM COMPANY	08/09/2002	Lease	884	571	69784A		Texas	Milam
1291299000	ELLEN H WHITE	RME PETROLEUM COMPANY	08/09/2002	Memorandum	884	573	69785		Texas	Milam
1291300000	SIDNEY ROGER DAVIS	ANADARKO E&P COMPANY LP	05/06/2003	Lease	910	411	74801		Texas	Milam
1291301000	LMJCO INC.	ANADARKO E&P COMPANY LP	05/01/2003	Lease	909	430	74622		Texas	Milam
1291302000	JOY RESOURCES INC	ANADARKO E&P COMPANY LP	05/01/2003	Lease	909	434	74623		Texas	Milam
1291303000	PRISCILLA DAVIS GRAVELY	ANADARKO E&P COMPANY LP	05/06/2003	Lease	909	438	74624		Texas	Milam
1291304000	GEORGI DAVIS DUWE	ANADARKO E&P COMPANY LP	05/06/2003	Lease	909	427	74621		Texas	Milam
1291305000	JOSEY OIL COMPANY	ANADARKO E&P COMPANY LP	05/01/2003	Lease	910	160	74751		Texas	Milam
1291306000	FLOYD H DAVIS	ANADARKO E&P COMPANY LP	06/25/2003	Lease	910	414	74802		Texas	Milam
1291307000	SUZANNE DAVIS MARITAL TRUST	ANADARKO E&P COMPANY LP	05/28/2003	Lease	910	564	74826		Texas	Milam
1291308000	PAMELA FOSS ESTATE	ANADARKO E&P COMPANY LP	06/18/2003	Lease	910	164	74752		Texas	Milam
1291309000	RAJ ENERGY INC	ANADARKO E&P COMPANY LP	05/01/2003	Lease	910	156	74750		Texas	Milam
1291310000	BLACK STONE ACQUISITIONS PARTNERS I L P	ANADARKO E&P COMPANY LP	09/01/2003	Memorandum	918	812	76500		Texas	Milam
1291311000	KAISER-FRANCIS OIL COMPANY	ANADARKO E&P COMPANY LP	04/30/2003	Lease	920	838	76883		Texas	Milam
1296150000	F H YOUNG ET AL	RME PETROLEUM COMPANY	12/05/2001	Lease	864	232	65780		Texas	Milam

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PAGE 45 OF 100

VOL. 1289 PAGE 255
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A
Leases
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Number	Agreement Name	Lessee	Agreement Date	Document Type	Book	Page	Reception	Microfilm	State	County
1316636000	UNION PACIFIC RAILROAD COMPANY	UNION PACIFIC RESOURCES COMPANY	09/29/1999	Lease	807	326	43400		Texas	Milam
1325458000	FREEMAN JEROME SPRADLING ET UX, DOROTHY	CLAYTON WILLIAMS ENERGY INC	11/17/1995	Lease	719	604			Texas	Milam
1328023000	JAMES R GOTCHER III TRUST UAD ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	61			Texas	Milam
1328024000	FRANK S MCGEE JR UW ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	32			Texas	Milam
1328025000	DIANE PIERSON MATSUI ET AL	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	84			Texas	Milam
1328026000	COASTAL BEND COMMUNITY FOUNDATION	ANADARKO E&P ONSHORE LLC	08/13/2013	Lease	1215	03			Texas	Milam
1329228000	ARNOLD RAY TAYLOR JR	ANADARKO E&P ONSHORE LLC	11/26/2013	Lease	1224	182			Texas	Milam
1102476000	DAVID NIX	UNION PACIFIC RESOURCES	7/16/1997	Term Deed	753	96			Texas	Milam
1284685000	Lucy Sidney Davis, et al	Union Pacific Resources Company	8/18/1996	Lease	679	360			Texas	Milam
1284798000	Charles A. Berghane Jr. and Myra L. Berghane	Union Pacific Resources Company	11/19/1997	Lease	765	643			Texas	Milam
1284799000	Charles E. Hutzler and Diane Hutzler	Union Pacific Resources Company	11/19/1997	Lease	766	842			Texas	Milam
1284797000	Ruth T. Lewis	Union Pacific Resources Company	11/19/1997	Lease	765	81			Texas	Milam
1284487000	Glen D. Supak	Union Pacific Resources Company	6/26/1995	Lease	710	304			Texas	Milam

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PAGE 44 OF 60

EXHIBIT A-1

Properties

[See attached]

VOL. 1289 PAGE 256
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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PAGE 47 OF 60

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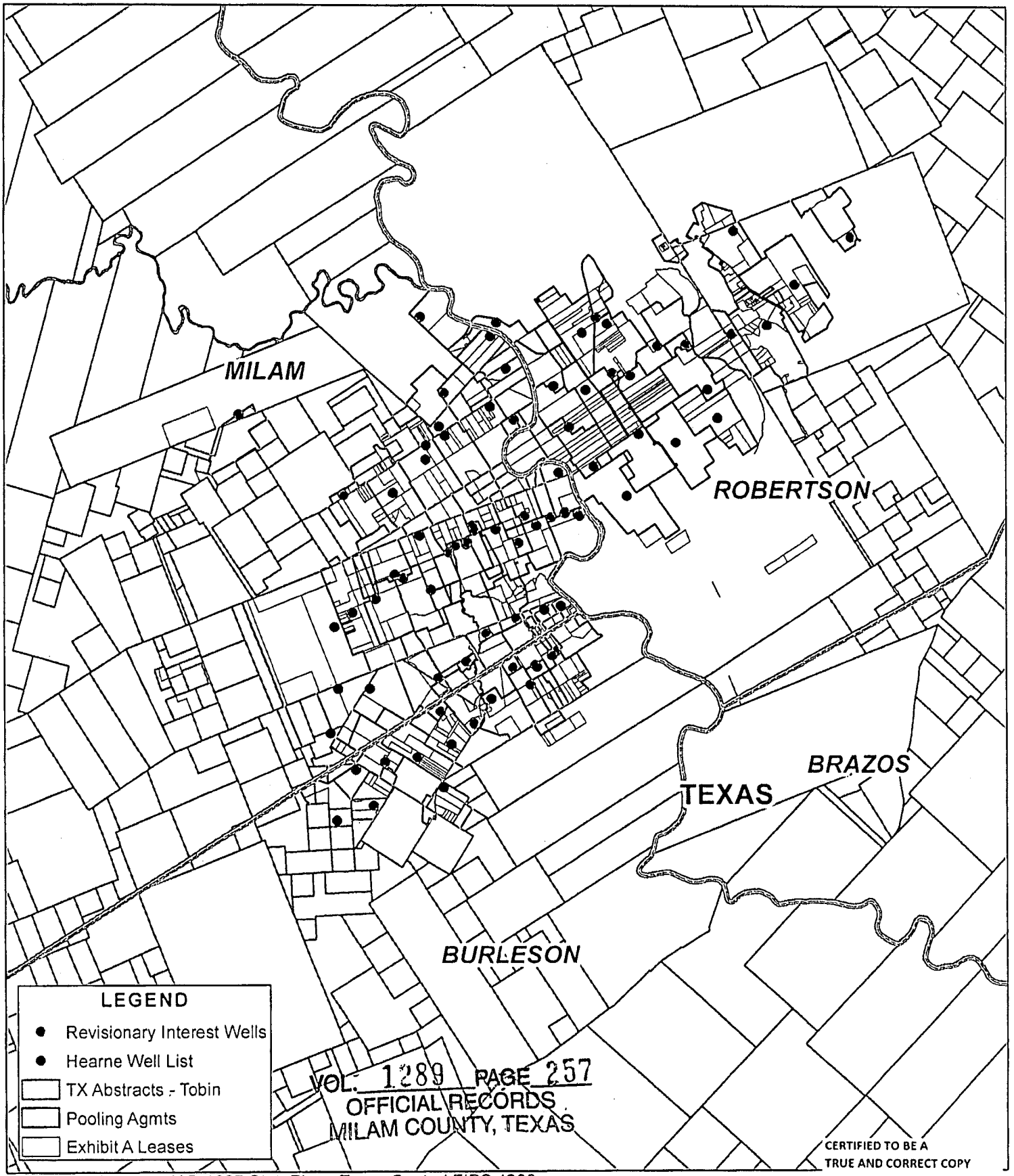
Exhibit A-1

Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016



VOL. 1289 PAGE 257
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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MILAM COUNTY CLERK

PAGE 48 OF 60

EXHIBIT A-2

WELLS

[See attached]

VOL. 1289 PAGE 258
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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PAGE 49 OF 60

02-22-5

Exhibit A-2
Wells
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

API_NO	LEASE	STATE	COUNTY
4233133481	ALBRIGHT-WEATHERFORD UNIT 1	TX	MILAM
4233134095	ANDREWS #2	TX	MILAM
4233133493	ANDREWS UNIT 1	TX	MILAM
4233133484	BAILEY-HANN UNIT 1	TX	MILAM
4233133475	BERETTA UNIT 1	TX	MILAM
4233133482	BROWN-ELY UNIT 1	TX	MILAM
4233133460	BROWNING UNIT 1	TX	MILAM
4233133507	BUNDICK-WELLS UNIT 1	TX	MILAM
4233133476	BURTON-WELLS UNIT 1	TX	MILAM
4233133479	CARTWRIGHT-MOORE UNIT 1	TX	MILAM
4233133466	CITORI UNIT 1	TX	MILAM
4233133532	COLT #2 (NEA CHALK HILL)	TX	MILAM
4233133486	COX TRUST UNIT 1	TX	MILAM
4233133445	CUNNINGHAM #1	TX	MILAM
4233134192	CUNNINGHAM #3	TX	MILAM
4233133509	CUNNINGHAM UNIT 2	TX	MILAM
4233133467	DITTO-WILSON UNIT 1	TX	MILAM
4233133510	ELY #3	TX	MILAM
4233133463	ELY UNIT 1	TX	MILAM
4233133775	ELY UNIT 1 #2	TX	MILAM
4233134764	ELY UNIT 1 EB 1H	TX	MILAM
4233133465	ELY UNIT 2	TX	MILAM
4233133885	ELY UNIT 2 #2	TX	MILAM
4233133485	FRAZIER-GALL UNIT 1	TX	MILAM
4233133525	GREY WOLF UNIT #1	TX	MILAM
4233133468	HEATHMAN-MILLER UNIT 1	TX	MILAM
4233133814	HOLDEN MOORE #2	TX	MILAM
4233133488	HOLDEN-MOORE UNIT 1	TX	MILAM
4233133512	KYLE #1	TX	MILAM
4233133505	MCCRARY ESTATE 1	TX	MILAM
4233133477	MILLS-MCGEE TRUST UNIT 1	TX	MILAM
4233133515	MOORE UNIT 1	TX	MILAM
4233133470	MUELLER-GAUSE UNIT 1	TX	MILAM
4233133529	OTTER #1	TX	MILAM
4233133558	RUNGE #1	TX	MILAM
4233133487	SHAW UNIT 1	TX	MILAM
4233133511	SHIMEK-HOPPE #1	TX	MILAM
4233133551	SIX MILE #1	TX	MILAM
4233133459	SLAY UNIT 1	TX	MILAM
4233133457	SMITH ESTATE UNIT 1	TX	MILAM
4233133471	STEWART UNIT 1	TX	MILAM
4233133492	WEATHERFORD UNIT 1	TX	MILAM
4233133506	WOLF DEN UNIT 1	TX	MILAM
4233133514	WOLF UNIT #2	TX	MILAM
4233133491	WOLF UNIT 1	TX	MILAM
4233133469	YOUNG-WILSON UNIT 1	TX	MILAM
4233133519	BIG EYE UNIT 1	TX	MILAM
4233133522	GREY REEF 1	TX	MILAM
4233133521	TIGER 1	TX	MILAM

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PAGE 56 OF 60

VOL. 1289 PAGE 259
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

02.23.5

Exhibit A-3

CONTRACTS

[See Attached]

VOL. 1289 PAGE 260
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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MILAM COUNTY CLERK
PAGE 51 OF 60

02-23-5

VOL. 1289 PAGE 261
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A-3
Contracts
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Name	Contract Type	Agreement Type	Rights Held	Status	Effective Date	Expiration Date
CLAYTON WILLIAMS/UPRC	Contract	Acreage Exchange Agmt	Oil and Gas	Active	4/2/1997	
CLAYTON WILLIAMS ENERGY, INC	Contract	Assignment	Oil and Gas	Active	8/7/2014	8/7/2099
ANADARKO TO CLAYTON WILLIAMS	Contract	Assignment	Oil and Gas	Active	8/22/2014	8/22/2099
DON DILLON #1 & #2 WELLBORE ASSIGNMENT AND BOS	Contract	Assignment	Oil and Gas	Active	2/26/2015	
ANADARKO TO RIVERBEND	Contract	Assignment	Oil and Gas	Active	9/1/2008	
ANDEX RESOURCES TO AE&P	Contract	Assignment	Oil and Gas	Active	2/8/2010	
AE&P TO ANDEX RESOURCES	Contract	Assignment	Oil and Gas	Active	11/10/2003	
ASN APC TO CLAYTON WILLIAMS	Contract	Assignment	Oil and Gas	Active	3/31/2004	
ASN CLAYTON WILLIAMS TO UPRC	Contract	Assignment	Oil and Gas	Active	1/22/1996	
ASPEN DEVELOPMENT TO AE&P	Contract	Assignment	Oil and Gas	Active	9/1/2013	
MCGREW UNIT NO 1 FO	Contract	Farmout Agmt	Oil and Gas	Active	4/10/2000	
DENENA-ELY UNIT FO	Contract	Farmout Agmt	Oil and Gas	Active	5/25/1999	
MILAM CTY MULTI WELL JOA WSAGE	Contract	Joint Operating Agmt	Oil and Gas	Active	2/18/1997	
PAYNE PHEGLEY UNIT #1	Contract	Joint Operating Agmt	Oil and Gas	Active	4/23/1996	
PISTOL UNIT WELL NO 1	Contract	Joint Operating Agmt	Oil and Gas	Active	8/23/1996	
CLAYTON WILLIAMS/UPRC SHALLOW	Contract	Joint Operating Agmt	Oil and Gas	Active	4/2/1997	
CLAYTON WILLIAMS/UPRC (DEEP)	Contract	Joint Operating Agmt	Oil and Gas	Active	11/17/1996	
BROUGHTON-NIGLIAZZO UNIT ET AL	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
NIGLIAZZO UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
PERRONE UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
DENENA-ELY UNIT	Contract	Joint Operating Agmt	Oil and Gas	Active	10/1/1999	
BLUE RIBBON UNIT 1	Contract	Joint Operating Agmt	Oil and Gas	Active	8/15/2002	
RUNGE NO 1 WELL	Contract	Joint Operating Agmt	Oil and Gas	Active	7/1/2003	
ANDEX JOINT VENTURE AGREEMENT	Contract	Joint Venture Agmt	Oil and Gas	Active	5/1/2000	5/1/2003
RUNGE NO 1 WELL	Contract	Letter Agmt	Oil and Gas	Active	7/15/2003	
SHIMEK-HOPPE	Contract	Letter Agmt	Oil and Gas	Active	11/24/1998	
WOLF 2	Contract	Miscellaneous	Oil and Gas	Active	10/5/1999	
AEP ONSHORE AND ADMIRAL A HOLDING LP ET AL PA	Contract	Participation Agmt	Oil and Gas	Active	7/1/2014	
CLAYTON WILLIAMS ENERGY INC	Contract	Purchase/Sale Agmt	Oil and Gas	Active	12/22/1995	
BETTY RUTH EVANS SURFACE AGMT	Contract	Surface Contract	Surface	Active	9/4/1997	
DORIS NESMITH SURFACE AGREE.	Contract	Surface Contract	Surface	Active		

CERTIFIED TO BE A
TRUE AND CORRECT COPY
JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK
PAGE 52 OF 106

Exhibit A-3
Contracts
Attached to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Agreement Name	Contract Type	Agreement Type	Rights Held	Status	Effective Date	Expiration Date
SIX MILE 1 LETTER AGREEMENT	Contract	Surface Contract	Surface	Active	6/18/2002	

VOL. 1289 PAGE 262
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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MILAM COUNTY CLERK
PAGE 53 OF 60

Exhibit A-4

Commodity Contracts

[See Attached]

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MILAM COUNTY CLERK

VOL. 1289 PAGE 263
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A-4
Commodity Contracts
Attached to and Made Part of That Certain Assignment and Bill of Sale Effective dated July 1, 2016

Agreement Name	Contract Type	Agreement Type	Product	Effective Date	Expiration Date
Gas Purchase and Processing Contract 9265-100	Contract	Gathering Agreement	Gas/NGL	1/1/2012	11/1/2019
Gas Purchase and Processing Contract ITC 9265-102	Transaction Confirmation	Gathering Agreement	Gas/NGL	1/1/2014	10/31/2024
Gas Purchase and Processing Contract ITC 9265-102 Amendment	Transaction Confirmation	Gathering Agreement	Gas/NGL	12/1/2014	10/1/2024
ETC NGL Imbalances and Cash Out 9265-102	Letter Agreement	Imbalance and Settlement Agreement	Gas/NGL	1/11/2016	MTM/30 day notice
Universal Facilities Construction Agreement Gas Lift Facilities Amendment 9265-100	Letter Agreement	Agreement	Gas/NGL	1/1/2014	

VOL. 1289 PAGE 264
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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MILAM COUNTY CLERK
PAGE 55 OF 100

Exhibit A-5

SURFACE CONTRACTS

[See attached]

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JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK
PAGE 56 OF 60

VOL. 1289 PAGE 265
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

Exhibit A-5
Surface Contracts
Attached to and Made Part of That Certain Assignment and Bill of Sale Effective July 1, 2016

Lessor/Grantor	Lessee/Grantee	Agreement Type	Effective Date	Book	Page	Reception	Cause No.	State	County
THOMAS E BONORDEN	UNION PACIFIC RESOURCES COMPANY	Right of Way/Easement/Facility	10/19/1995	716	578	21409		Texas	Milam
MYRON ELY	RME PETROLEUM COMPANY	Right of Way/Easement/Facility	6/19/2002	877	661	68474		Texas	Milam
ROBERT HENRY HARWOOD SR	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	3/23/2011	1145	276	1198		Texas	Milam
GLORIA A HOLDEN	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	2/28/2011	1145	271	1197		Texas	Milam
MYRON ELY	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	10/11/2010	1135	178	117298		Texas	Milam
MYRON ELY	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/31/2011	1155	131	3079		Texas	Milam
JACK A JEBBIA	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/28/2012	1182	220	8075		Texas	Milam
JACK A JEBBIA	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	8/28/2012	1182	214	8074		Texas	Milam
MARY LUMMUS FERGUSON	ANADARKO E&P COMPANY LP	Right of Way/Easement/Facility	7/30/2012	1182	225	8076		Texas	Milam

VOL 1289 PAGE 66
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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MILAM COUNTY CLERK
PAGE 57 OF 60

Exhibit C

Other Leases

[See attached]

VOL. 1289 PAGE 267
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

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JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK

02.22.5

Exhibit C
Other Leases
Attachd to and Made Part of that Certain Assignment and Bill of Sale Effective July 1, 2016

Lessor/Grantor	Lessee/Grantee	Agreement Date	Book	Page	County
Eddie V. Chaney	Union Pacific Resources Company	2/5/1996	733	83	Milam
Edward W. Clemons, Et Al	Union Pacific Resources Company	11/15/1996	734	201	Milam
Estate of Gaspar Tramonte and Christine Tramonte	Union Pacific Resources Company	6/27/1994	695	381	Milam
Rayford Green	Anadarko E&P	12/4/2013	1261	817	Milam
Henry Parker Jr	Union Pacific Resources	7/25/1996			Milam
John Heyburn	Union Pacific Resources	6/20/1996	737	810	Milam
George B. Strong	Union Pacific Resources	6/20/1996	737	812	Milam
Maxine K. Lawson - Individually and as Trustee and Thomas H. Lawson, Individually and as Trustee	Union Pacific Resources	9/2/1993	682	130	Milam
Aaron Hammond, et al	Union Pacific Resources	7/14/1996	743	446	Milam
Frances N. Nesbith, et al	Anadarko E&P Company LP	7/2/2003	918	815	Milam
Frances M. Nesbith, et al	Anadarko E&P Company LP	11/2/2003	923	486	Milam

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JODI MORGAN, COUNTY CLERK
MILAM COUNTY CLERK
PAGE 59 OF 60

VOL. 1289 PAGE 268
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

After recording please return to:

TreadStone Energy Partners II, LLC
106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

CLERK'S NOTICE: 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.

FILED
AT 2:30 O'CLOCK P M
ON THE 2 DAY OF Sept
A.D., 20 16

Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Linda Hall DEPUTY

STATE OF TEXAS
COUNTY OF MILAM
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
County Clerk, Milam County, Texas
VOL. 1289 PAGE 210
RECORDED 9-2-16 @ 2:30
BY Linda Hall DEPUTY

VOL. 1289 PAGE 269
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

I CERTIFY THIS AS A TRUE COPY
WITNESS MY HAND AND SEAL OF OFFICE
JODI MORGAN, COUNTY CLERK
MILAM COUNTY, TEXAS
BY:

#262

02-22-5

60

(37)

File No. MF097710

Assign # 10990 County

Anadarko (A) Treadstone

Date Filed: 5-11-21

George P. Bush, Commissioner

By _____

DocuSign Envelope ID: 1EB03972-2A72-499B-ADBB-2E3094A5901C

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE: **October 17, 2021** **PSA# 00418**

TO: **School Land Board**

FROM: **Pooling Committee**

SUBJECT: **Request from Treadstone Energy Partners to have the State enter into a Production Sharing Agreement for drilling the Amelia Kay 1HA allocation well.**

- **Treadstone Energy Partners** is the operator of the Broughton Perrone Unit (GLO Unit 3031/ MF097710 and MF098950) in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.

- The Production Sharing Agreement will allow the operator to drill the Amelia Kay 1HA Well, API No. 42-331-35103, which crosses the Broughton Perrone Unit (GLO Unit 3031/ MF097710 and MF098950).

- The State's participation in the sharing wells will be based on productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

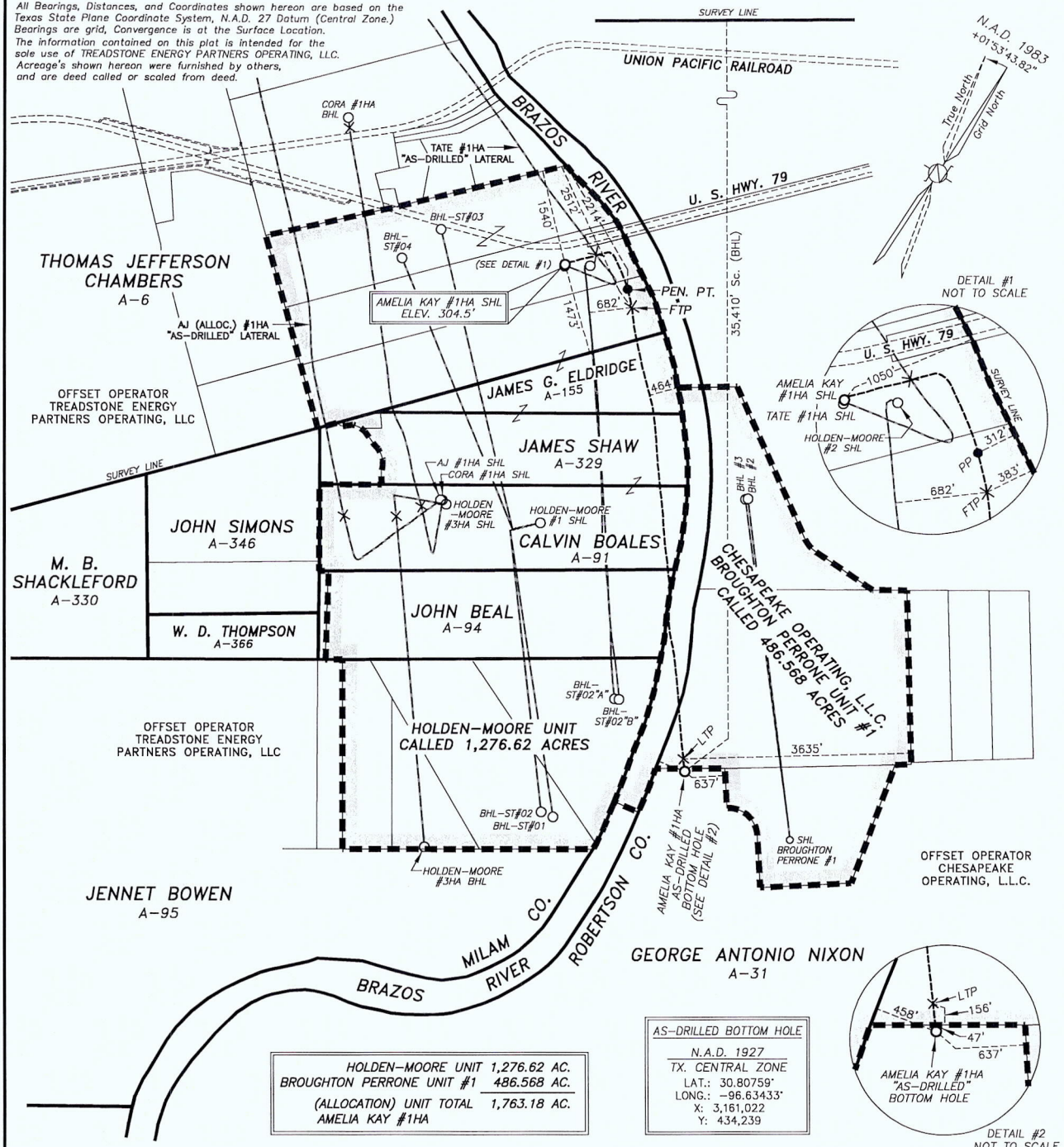
The Pooling Committee recommends Board approval of the Production Sharing Agreement.

DocuSigned by:
6C1630CE0F2E4D3...
General Land Office — 10/19/2021 Date

DocuSigned by:
Catarina Gonzales
EE8EA19C5EF64CC...
Office of the Governor — 10/28/2021 Date

DocuSign Envelope ID: 1EB03972-2A72-499B-ADBB-2E3094A5901C

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location.
The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC.
Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



HOLDEN-MOORE UNIT	1,276.62 AC.
BROUGHTON PERRONE UNIT #1	486.568 AC.
(ALLOCATION) UNIT TOTAL AMELIA KAY #1HA	1,763.18 AC.

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80759°
LONG.: -96.63433°
X: 3,161,022
Y: 434,239

PENETRATION POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82449°
LONG.: -96.64954°
X: 3,156,044
Y: 440,226

FIRST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82389°
LONG.: -96.64887°
X: 3,156,264
Y: 440,014

LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80803°
LONG.: -96.63472°
X: 3,160,893
Y: 434,397

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP

HOLDEN-MOORE UNIT	4,698.87'	64.41%
BROUGHTON PERRONE UNIT #1	2,596.33'	35.59%
TOTAL	7,295.20'	100.00%

AMELIA KAY (ALLOC.) #1HA SHL
NAT. GROUND ELEV. 304.5'

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT.: 30.82422°	LAT.: 30.82402°
LONG.: -96.65316°	LONG.: -96.65291°
X: 3,451,473	X: 3,154,994
Y: 10,282,602	Y: 440,020

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 09/20/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
AMELIA KAY (ALLOCATION) #1HA
MILAM & ROBERTSON COUNTIES, TEXAS
SCALE: 1" = 1600'

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703

"GAUSE" Quadrangle
Situated S 87° E – 19.3 Miles from Cameron, TX.

DocuSign

Certificate Of Completion

Envelope Id: 1EB039722A72499BADBB2E3094A5901C
Status: Completed
Subject: Please DocuSign - Energy Resources: Pooling Committee Recommendations (Texas GLO)
Source Envelope:
Document Pages: 39
Signatures: 26
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 Congress Ave
Austin, TX 78701
david.villafranca@glo.texas.gov
IP Address: 136.49.149.46

Record Tracking

Status: Original
10/19/2021 7:58:05 AM

Holder: David Villafranca
david.villafranca@glo.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Catarina Gonzales Catarina.Gonzales@gov.texas.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Catarina Gonzales EE8EA19C5EF64CC... Signature Adoption: Pre-selected Style Using IP Address: 204.65.226.3	Sent: 10/19/2021 8:05:22 AM Resent: 10/28/2021 9:19:21 AM Viewed: 10/28/2021 10:35:39 AM Signed: 10/28/2021 10:38:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robert Hatter robert.hatter@glo.texas.gov Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	DocuSigned by: 6C1630CF0F2E4D3... Signature Adoption: Uploaded Signature Image Using IP Address: 165.225.34.50	Sent: 10/19/2021 8:05:22 AM Viewed: 10/19/2021 9:31:07 AM Signed: 10/19/2021 9:31:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mary Barnstone Mary.Barnstone@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/19/2021 8:05:21 AM Viewed: 10/19/2021 8:20:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/19/2021 8:05:21 AM
Certified Delivered	Security Checked	10/19/2021 9:31:07 AM
Signing Complete	Security Checked	10/19/2021 9:31:41 AM
Completed	Security Checked	10/28/2021 10:38:39 AM
Payment Events	**Status**	**Timestamps**

File No. MF 097710

Milam County

Memo to SLB

Date Filed: 12/10/21

George S. Nault, Commissioner

By MBBarnstorf

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

TIME SENSITIVE: Action Required by: (November 9, 2021)

DATE: **October 19, 2021**

TO: **Commissioner Bush**

FROM: **Mary Beth Barnstone**

SUBJECT: **Production Sharing Agreement for signature**

.....

SUMMARY: Attached for your approval and signature are duplicate originals of a Production Sharing Agreement that was approved by the School Land Board on October 19, 2021.

DETAILS: The Production Sharing Agreement will allow for the drilling of additional horizontal development wells on existing units or leases that include State mineral or royalty interests. §52.154 of the Texas Natural Resources Code gives the School Land Board authority to approve, and gives the Commissioner authority to execute agreements that commit the royalty interest of the State for the benefits of production of oil and/or gas. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

Document Name	**Recipient**
Production Sharing Agreement Amelia Kay 1HA Well State Unit 3031, Lease No. M-097710 and M-098950 Milam County, Texas	Treadstone Energy Partners

Recommendation: Please sign and return to Mary Beth Barnstone in Energy Resources

Attachment: Two Production Sharing Agreements

Thru: Larry Hargrave

(39)

File No: MF097710

Milam County

Memo to Commissioner

Date Filed: 12/10/21

George B[illegible], Commissioner

By: MB Barnstaple

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 10, 2021

Mr. Colton Sanford
Treadstone Energy Partners Operating, LLC
106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

Re: Production Sharing Agreement
Amelia Kay 1HA
State Unit 3031
State Leases M-097710 and M-098950
Milam County, Texas

FILE COPY

Dear Mr. Sanford:

On October 19, 2021, the School Land Board of the State of Texas approved your application to have the State enter into a Production Sharing Agreement ("PSA") for the referenced State Lease. Enclosed is an original of the PSA that has been executed by George P. Bush, Commissioner of the Texas General Land Office. We have retained the other original of the PSA for our files.

Please provide our office with a recorded copy of the PSA or a fully executed copy if it is not going to be recorded as soon as it is available. After a Sharing Well is drilled, please provide our office with the "Productive Drainhole Length / Allocation Factor" information and let us know what our participation in the well is going to be so we can get our lease records set up for the payment of royalties on the well.

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

Sincerely,

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

Enclosure

(40)

File No. MF097710

Milam County

Letter to TreadStone

Date Filed: 12/10/21

By MB Barnstone

FILED

5.25.21

PRODUCTION SHARING AGREEMENT

WHEREAS, the undersigned is the owner of a royalty interest in one or more of the following described units, located in Milam County, Texas:

1. **Holden-Moore Unit No. 1,** as more particularly described in that certain Designation of Unit dated January 15, 1998, from the Union Pacific Resources Company, containing 1276.62 acres of land more or less, recorded in Volume 771, Page 280, Milam County, Texas; and
2. **Broughton-Perrone Unit No. 1,** as more particularly described in that certain Amended Pooling Agreement dated December 2, 1997, from the Clayton Williams Energy, containing 486.568 acres of land more or less, recorded in Volume 787, Page 670, Milam and Robertson County, Texas; and

WHEREAS, TreadStone Energy Partners II LLC, as the successor in interest to Union Pacific Resources Company, desires to drill, or cause to be drilled, the Amelia Kay 1HA Well (API No.42-331-35103), at a location in the James Shaw Survey, A-329, James G Eldridge Survey, A-155, Calvin Boales Survey, A-91, John Beal Survey, A-94, and Jennet Bowen Survey, A-95, which well is intended to be a horizontal drainhole drilled within the stratigraphic limits of the Giddings (Austin Chalk-3) Field in, through and under a portion of each of the above described Units; and

WHEREAS, to avoid any uncertainties concerning the manner in which the owners of the royalty interests will share the proceeds of production attributable to that portion of the horizontal drainhole traversing any portion of the Units and the respective oil, gas and mineral leases and interests which contribute thereto, the undersigned royalty interest owner and the operator of said Amelia Kay 1HA Well desire to enter into this Agreement and to agree upon the basis for sharing and allocating the proceeds of production of hydrocarbons attributable to that portion of the horizontal drainhole traversing any portion of the lands covered by the Units.

NOW THEREFORE, in consideration of the premises, to comply with the terms and conditions of their mutual agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned royalty interest owner hereby covenants and agrees to the following terms, conditions and provisions:

1. This consent and ratification shall terminate unless, on or before December 31, 2021, TreadStone Energy Partners II, LLC commences, or causes to be commenced, operations for the drilling of the Amelia Kay 1HA Well.
2. In the event that TreadStone Energy Partners II, LLC, or its operating agent, TreadStone Energy Partners Operating, LLC, drills and completes the Amelia Kay 1HA Well as a well capable of producing oil and/or gas in paying quantities, the following shall apply:
    a. All production from the Amelia Kay 1HA shall be allocated between the respective Units based upon the length of productive horizontal drainhole underlying each respective Unit in proportion to the total length of the productive horizontal drainhole in the entirety of the Amelia Kay 1HA Well, as determined by an "As Drilled" survey (generated by a licensed Surveyor in the State of Texas) to be provided upon the completion of the well.
    b. As evidenced by the Division Order for the Holden-Moore Unit No. 1 Lessee allocates production according to certain decimal interests in production from the Holden-Moore Unit No. 1-1 Well. The decimal interests for the Holden-Moore Unit No. 1-1 Well will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Holden-Moore No. 1-1 Well, the royalty owners in and under the Holden-Moore Unit No. 1 shall also receive the same decimal interest of production from the Amelia Kay 1HA Well that is allocated to the Holden-Moore Unit No. 1 as set forth under Article 2 a. above.
    c. As evidenced by the Division Order for the Broughton-Perrone Unit No. 1, Lessee allocates production according to certain decimal interests in production from the Broughton-Perrone Unit Well No. 1. The decimal interests for the Broughton-Perrone Unit Well No. 1 will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Broughton-Perrone Unit Well No. 1, the royalty owners in and under the Broughton-Perrone Unit No. 1 shall also receive the same decimal interest of production from the Amelia Kay 1HA Well that is allocated to the Broughton-Perron Unit Well No. 1 as set forth under Article 2 a. above.
    d. By drilling the Amelia Kay 1HA Well and paying the mineral and royalty interest owners on production therefrom in accordance with the foregoing provisions, TreadStone Energy Partners II, LLC shall be deemed to be in compliance with the terms and provisions, specifically the pooling provisions, contained in the oil, gas and mineral leases covering the tracts which comprise the Units.
3. The parties recognize that TreadStone Energy Partners II, LLC's ability to accomplish the foregoing may be contingent upon TreadStone Energy Partners II, LLC's obtaining the ratifications of other mineral and/or royalty owners in the vicinity of the Amelia Kay 1HA Well. In the event TreadStone Energy Partners II, LLC is unable to obtain the ratification of any mineral owner and/or royalty owner that TreadStone Energy Partners II, LLC deems necessary in order to accomplish the objectives of this Production Sharing Agreement, TreadStone Energy Partners II, LLC may notify the undersigned in writing of that fact and this agreement shall have and be of no effect.
4. In addition to the foregoing, and for and in consideration of the premises and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned royalty owner, to the extent he/she owns an interest in any or all of the Units described above, ~~does hereby RATIFY, ADOPT~~, and CONFIRM the Units and the lease or leases under which such party's ~~interest~~ is derived (individually and/or collectively the "Ratified Lease"), and ~~does hereby~~ GRANT, LEASE and LET unto the current lessee of the Ratified Lease, ~~all of such~~ Interest Owner's interest in the acreage covered by the Ratified Lease, ~~subject to the~~ same terms and conditions provided for therein, as same may have been ~~previously amended, or amended herein, and further~~ does hereby CONSENT and AGREE to the inclusion of the undersigned's interest in participating in the Amelia Kay 1HA Well under the terms and provisions set forth herein.

5. Unless terminated by TreadStone Energy Partners II, LLC, this document shall be effective as of the date of completion of the Amelia Kay 1HA Well as a well capable of producing oil and/or gas in paying quantities and shall continue in effect for so long as the Amelia Kay 1HA Well continues to produce in paying quantities.
6. The terms and provisions of this agreement and the covenants made herein shall be binding upon the undersigned, its heirs, successors and/or assigns.

EXECUTED THIS _____ DAY OF _____, 2021

ROYALTY OWNER:

_____

DocuSign Envelope ID: 678B693E-E240-42CA-B86D-BC0DA1DA1D5A

EXECUTED on the dates subscribed below, but effective hereinabove provided.

Date Executed: 12/08/2021

STATE OF TEXAS

By: _____

George P. Bush, Commissioner

General Land Office

Approved:

min. leasing DS ME

content DS

legal DS

executive DS

STATE OF TEXAS

COUNTY OF TRAVIS

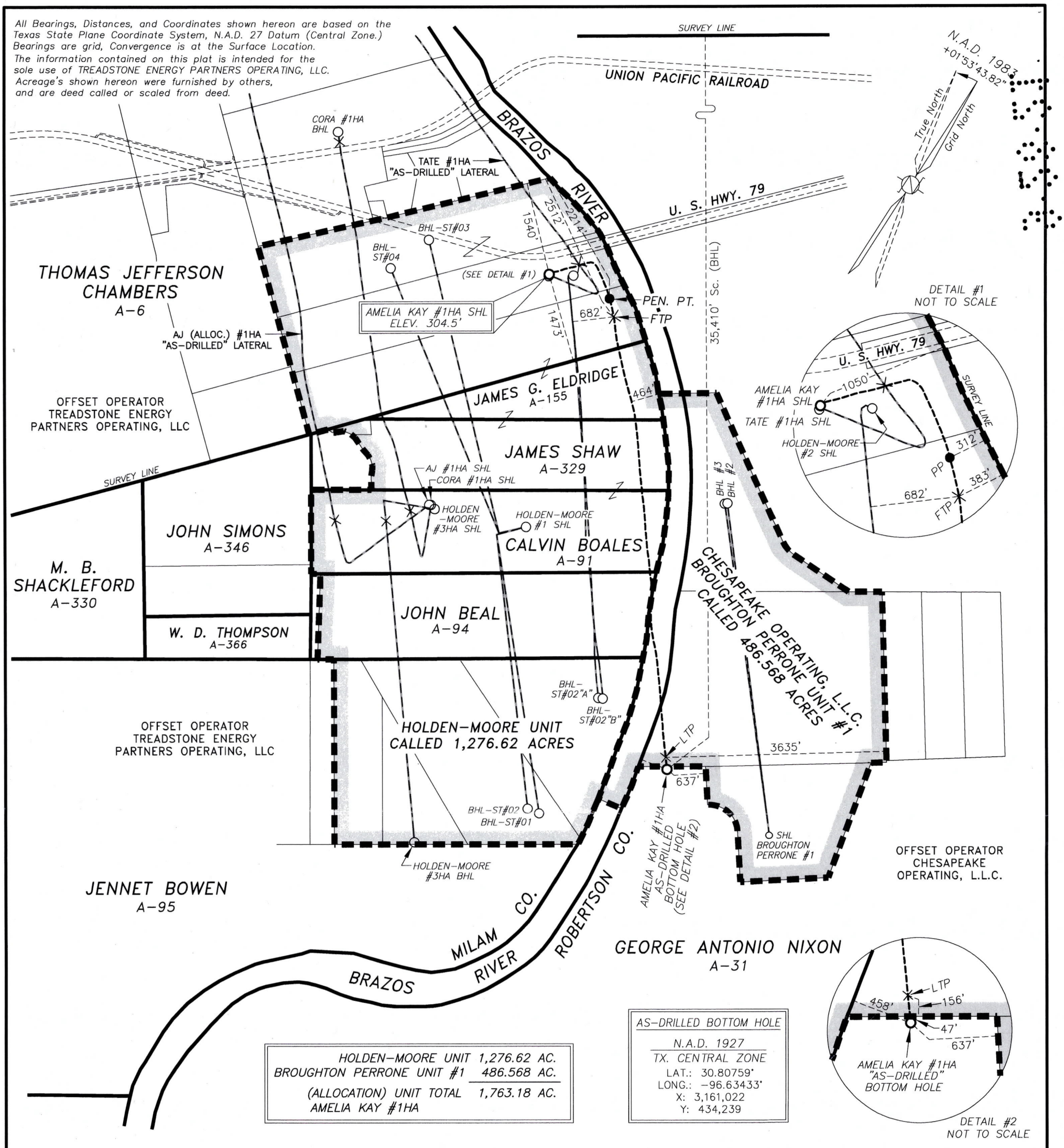
This instrument was acknowledged before me on December 8, 2021, by George P. Bush as Land Commissioner, Texas General Land Office.

NOTARY PUBLIC STATE OF TEXAS
Vicki Gonzales
Notary Public, State of Texas
Notary without Bond
Comm. Expires 07/25/2025
Notary ID 129506364

Vicki Gonzales

Notary Public in and for the State of Texas

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location.
The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC.
Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



HOLDEN-MOORE UNIT	1,276.62 AC.
BROUGHTON PERRONE UNIT #1	486.568 AC.
(ALLOCATION) UNIT TOTAL AMELIA KAY #1HA	1,763.18 AC.

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80759°
LONG.: -96.63433°
X: 3,161,022
Y: 434,239

PENETRATION POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82449°
LONG.: -96.64954°
X: 3,156,044
Y: 440,226

FIRST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82389°
LONG.: -96.64887°
X: 3,156,264
Y: 440,014

LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80803°
LONG.: -96.63472°
X: 3,160,893
Y: 434,397

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP

HOLDEN-MOORE UNIT	4,698.87'	64.41%
BROUGHTON PERRONE UNIT #1	2,596.33'	35.59%
TOTAL	7,295.20'	100.00%

AMELIA KAY (ALLOC.) #1HA SHL
NAT. GROUND ELEV. 304.5'

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT.: 30.82422°	LAT.: 30.82402°
LONG.: -96.65316°	LONG.: -96.65291°
X: 3,451,473	X: 3,154,994
Y: 10,282,602	Y: 440,020

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny G. Williams DATE: 09/20/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
AMELIA KAY (ALLOCATION) #1HA
MILAM & ROBERTSON COUNTIES, TEXAS
SCALE: 1" = 1600'

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703

"GAUSE" Quadrangle
Situated S 87° E – 19.3 Miles from Cameron, TX.

DocuSign

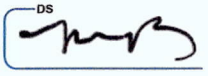
Certificate Of Completion

Envelope Id: 678B693EE24042CAB86DBC0DA1DA1D5A
Status: Completed
Subject: Please DocuSign - Energy Resources: PSA - Treadstone (Texas GLO)
Source Envelope:
Document Pages: 8
Signatures: 0
Certificate Pages: 2
Initials: 8
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 Congress Ave
Austin, TX 78701
david.villafranca@glo.texas.gov
IP Address: 136.49.149.46

Record Tracking

Status: Original
10/19/2021 11:01:40 AM
Holder: David Villafranca
david.villafranca@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Mary Barnstone Mary.Barnstone@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 165.225.34.56	Sent: 10/19/2021 11:06:19 AM Viewed: 10/22/2021 7:38:22 AM Signed: 10/22/2021 7:38:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Edling matthew.edling@glo.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.51	Sent: 10/22/2021 7:38:45 AM Viewed: 10/22/2021 11:41:13 AM Signed: 10/22/2021 11:41:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Larry Hargrave larry.hargrave@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.80	Sent: 10/22/2021 11:41:59 AM Viewed: 10/22/2021 11:42:41 AM Signed: 10/22/2021 11:42:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 165.225.34.61	Sent: 10/22/2021 11:43:00 AM Resent: 10/26/2021 1:03:15 PM Resent: 11/4/2021 6:29:30 AM Resent: 11/12/2021 8:28:18 AM Viewed: 10/25/2021 1:33:09 PM Signed: 12/2/2021 12:55:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Ashley McDaniel Ashley.McDaniel@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/22/2021 11:43:00 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/19/2021 11:06:19 AM
Certified Delivered	Security Checked	10/25/2021 1:33:09 PM
Signing Complete	Security Checked	12/2/2021 12:55:11 PM
Completed	Security Checked	12/2/2021 12:55:11 PM
Payment Events	**Status**	**Timestamps**

(41)

File No. MF 097710

Milam County

PSA for Amelia Kay IHA

Date Filed: 12/10/21

George P. Bush, Commissioner

By MBBarnstone

Information for processing an Internal Non Unit Transaction (iNut)

Length of Lateral

iNut No. 11457

GENERAL INFORMATION

Name of Well: Amelia Kay 1HA (Allocation)

API # 42-331-35103

Name of Operator: Treadstone Energy Partners

RRC # 03-868927

Operator Contact Person: Colton Sanford

Phone: 713-482-2997

County: Milam

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

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Particpation by Unit/Lease
River Fee	3031/MF098950	7295.2	2596.33	0.01913556	0.25000000	0.02724105	0.00681026
River Fee	3031/MF097710	7295.2	2596.33	0.01231894	0.25000000	0.01753703	0.00438426
Totals:						0.04477808	**0.01119452**
Effective Date:	5/11/2021						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: iNut crosses unit 3031. Well spud 5/11/2021, subject to PSA 00418. Final plat received 9/27/2021.

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

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

Prepared by: MB Alamo updated by: MB WI updated by: MB

RAM approval by: VD GIS updated by:

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

INU210001

Unit Number	11457				
Operator Name	TreadStone Energy Partners Operating, LLC			**Effective Date**	05/11/2021
Customer ID	C000089588			**Unitized For**	Oil And Gas
Unit Name	Amelia Kay 1HA (alloc)			**Unit Term**	
County 1	Milam	**RRC District 1**	01	**Old Unit Number**	**Inactive Status Date**
County 2	Robertson	**RRC District 2**	05		
County 3		**RRC District 3**			
County 4		**RRC District 4**			
Unit type	iNut				
State Net Revenue Interest	Oil 0.01119452				
State Part in Unit	0.04477808				
Unit Depth	Allow All Depths	**Well**			
From Depth		**Formation**			
To Depth		**Participation Basis**	Length of Lateral		
		If Excluions Apply: See Remarks			

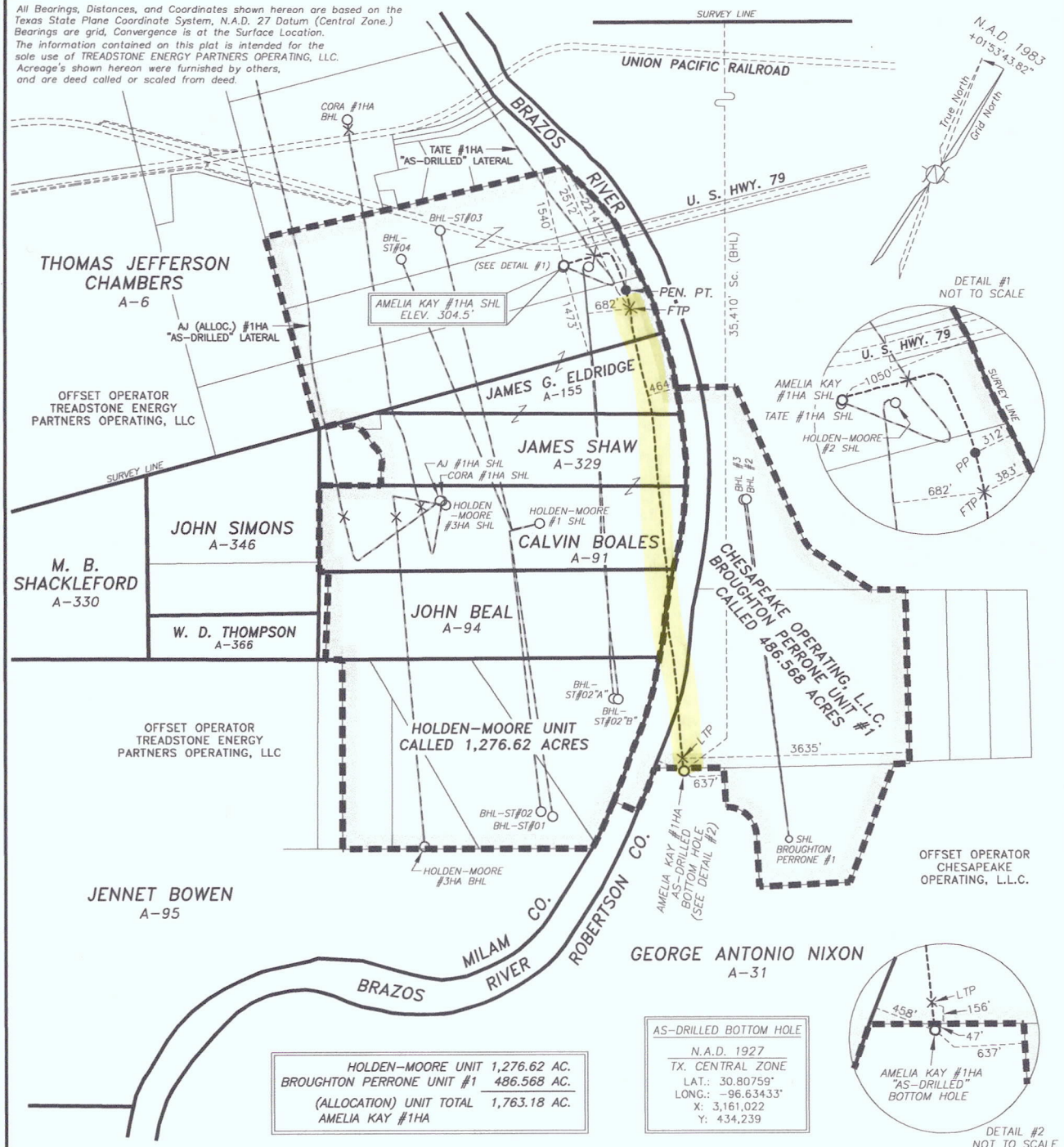
Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF097710		0.000000	0.000000	0.01753703	O/G	0.25000000	0.00438426	No
MF098950		0.000000	0.000000	0.02724105	O/G	0.25000000	0.00681026	No

API Number
4233135103

Remarks: iNut crosses unit 3031. Well spud 5/11/2021, subject to PSA 00418. Final plat received 9/27/2021.

Prepared By:	MB	**Prepared Date:**	12/10/21
GLO Base Updated By:	MB	**GLO Base Date:**	12/10/21
RAM Approval By:	VD	**RAM Approval Date:**	12/10/21
GIS By:	JH	**GIS Date:**	12/21/2021
Well Inventory By:	MB	**WI Date:**	12/10/21

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



DETAIL #1
NOT TO SCALE

DETAIL #2
NOT TO SCALE

HOLDEN-MOORE UNIT	1,276.62 AC.
BROUGHTON PERRONE UNIT #1	486.568 AC.
(ALLOCATION) UNIT TOTAL AMELIA KAY #1HA	1,763.18 AC.

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
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LONG.: -96.63433°
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Y: 434,239

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LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80803°
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X: 3,160,893
Y: 434,397

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP		
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BROUGHTON PERRONE UNIT #1	2,596.33'	35.59%
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AMELIA KAY (ALLOC.) #1HA SHL NAT. GROUND ELEV. 304.5'	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE	TX. CENTRAL ZONE
LAT.: 30.82422°	LAT.: 30.82402°
LONG.: -96.65316°	LONG.: -96.65291°
X: 3,451,473	X: 3,154,994
Y: 10,282,602	Y: 440,020

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 09/20/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
AMELIA KAY (ALLOCATION) #1HA
MILAM & ROBERTSON COUNTIES, TEXAS
SCALE: 1" = 1600'

"GAUSE" Quadrangle
Situated S 87° E – 19.3 Miles from Cameron, TX.

iNut
11457

42-331-35103
01-868927

TreadStone Energy Partners Operating, LLC
106 Vintage Park Blvd, Suite 100
Houston, Texas 77070

Colton Sanford
Landman
Telephone: 713-482-2997
Facsimile: 713-482-2992

TREADSTONE
ENERGY PARTNERS

spud 5/11/2021

Giddings (AC-3)

VIA U.S. OVERNIGHT MAIL

September 27, 2021

Texas General Land Office
ATTN: Mary Barnstone
1700 N. Congress Avenue, Suite 840
Austin, TX 78701-1495

subject to PSA
#00418

RE: PSA Agreement – Amelia Kay 1HA Allocation Well (State lease #s MF097710, Broughton Perrone Unit - GLO Unit #3031)

Dear Mrs. Barnstone:

Enclosed please find TreadStone Energy Partners Operating, LLC's (C000089588) form Production Sharing Agreement, the as-drilled plat for the Amelia Kay 1HA allocation well, and a check in the amount of $500.00. The Tate 1HA allocation well includes lands from State Lease # MF097710 and MF098950, the Broughton Perrone Unit, Unit #3031. The allocation factor for the GLO interests in the Tate 1HA is as follows:

- State Lease MF098950 = 37.243 Acres / 486.568 Acres = .07654223 (TPF) * .25 (1/4th Royalty) = .01913556 (NRI) * .35589566 (Lateral length % in Broughton Perrone Unit) = .00681026
- State Lease MF097710 = 23.976 Acres / 486.568 Acres = .04927574 (TPF) * .25 (1/4th Royalty) = .01231894 (NRI) * .35589566 (Lateral length % in Broughton Perrone Unit) = .00438426

Please do not hesitate to contact me if you have any questions or further requirements.

Sincerely,

Colton Sanford
Landman

(42)

File No. MF097710

Milam County

iNut 11457

Date Filed: 12/10/21

County Clerk, Commissioner

By: mBBanstaq

DocuSign Envelope ID: CE8BDF6F-9B91-4F28-AC1B-EB436F12C5C5

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE: **January 4, 2022** **PSA# 00433**

TO: **School Land Board**

FROM: **Pooling Committee**

SUBJECT: **Request from Treadstone Energy Partners to have the State enter into a Production Sharing Agreement for drilling the Beverly Gale 1HA allocation well.**

- **Treadstone Energy Partners** is the operator of the Broughton Perrone Unit (GLO Unit 3031/ MF097710 and MF098950) in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the Beverly Gale 1HA Well, API No. 42-395-32061, which crosses the Broughton Perrone Unit (GLO Unit 3031/ MF097710 and MF098950).
- The State's participation in the sharing wells will be based on productive lateral length from first take point to last take point.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the Production Sharing Agreement.

DocuSigned by:
RJ Hall
6C163DCF0F2E4D3...

General Land Office — 12/14/2021 — Date

DocuSigned by:
Catarina Gonzales
EE8EA19C5EF64CC...

Office of the Governor — 12/20/2021 — Date

Office of the Governor — Date

DocuSign Envelope ID: CE8BDF6F-9B91-4F28-AC1B-EB436F12C5C5

PSA 00433

Please review all copyright and disclaimer information from our webpage here. https://www.glo.texas.gov/policy/index.html. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

0 0.28 0.55 1.1 mi

Print Date: 12/9/2021

DocuSign

Certificate Of Completion

Envelope Id: CE8BDF6F9B914F28AC1BEB436F12C5C5
Status: Completed
Subject: Please DocuSign - Energy Resources: Pooling Committee Recommendations (Texas GLO)
Source Envelope:
Document Pages: 36
Signatures: 24
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 Congress Ave
Austin, TX 78701
david.villafranca@glo.texas.gov
IP Address: 136.49.149.46

Record Tracking

Status: Original
12/14/2021 12:18:24 PM
Holder: David Villafranca
david.villafranca@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Catarina Gonzales Catarina.Gonzales@gov.texas.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Catarina Gonzales EE8EA19C5EF64CC... Signature Adoption: Pre-selected Style Using IP Address: 204.65.226.3	Sent: 12/14/2021 12:22:03 PM Viewed: 12/20/2021 12:57:16 PM Signed: 12/20/2021 12:57:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robert Hatter robert.hatter@glo.texas.gov Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	DocuSigned by: RJH 6C1830CF0F2E4D9... Signature Adoption: Uploaded Signature Image Using IP Address: 165.225.34.50	Sent: 12/14/2021 12:22:03 PM Viewed: 12/14/2021 1:15:26 PM Signed: 12/14/2021 1:16:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mary Barnstone Mary.Barnstone@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/14/2021 12:22:03 PM Viewed: 12/14/2021 2:21:23 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
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Signing Complete	Security Checked	12/14/2021 1:16:11 PM
Completed	Security Checked	12/20/2021 12:57:52 PM
Payment Events	**Status**	**Timestamps**

(43)

File No. MF097710

Milam County

Memo to SLB

Date Filed: 1/28/22

George P. Bush, Commissioner

By MBBamston

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

TIME SENSITIVE: Action Required by: (January 28, 2022)

DATE: **January 4, 2022**

TO: **Commissioner Bush**

FILE COPY

FROM: **Mary Beth Barnstone**

SUBJECT: **Production Sharing Agreement for signature**

.....

SUMMARY: Attached for your approval and signature are duplicate originals of a Production Sharing Agreement that was approved by the School Land Board on January 4, 2022.

DETAILS: The Production Sharing Agreement will allow for the drilling of additional horizontal development wells on existing units or leases that include State mineral or royalty interests. §52.154 of the Texas Natural Resources Code gives the School Land Board authority to approve, and gives the Commissioner authority to execute agreements that commit the royalty interest of the State for the benefits of production of oil and/or gas. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

Document Name	**Recipient**
Production Sharing Agreement Beverly Gale 1HA Well State Unit 3031 State Leases No. M-097710 and MF098950 Milam County, Texas	Treadstone Energy Partners

Recommendation: Please sign and return to Mary Beth Barnstone in Energy Resources

Attachment: Two Production Sharing Agreements

Thru: Larry Hargrave

(44)

File No. MF097710

Milam County

Memo to Commissioner

Date Filed: 1/28/22

George A. Nash, Commissioner

By MBBamstone

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 18, 2022

Mr. Colton Sanford
Treadstone Energy Partners Operating, LLC
106 Vintage Park Blvd., Suite 100
Houston, Texas 77070

FILE COPY

Re: Production Sharing Agreement
Beverly Gale 1HA Allocation well
State Unit 3031
State Leases M-097710 and M-098950
Milam County, Texas

Dear Mr. Sanford:

On January 4, 2022, the School Land Board of the State of Texas approved your application to have the State enter into a Production Sharing Agreement ("PSA") for the referenced State Lease. Enclosed is an original of the PSA that has been executed by George P. Bush, Commissioner of the Texas General Land Office. We have retained the other original of the PSA for our files.

Please provide our office with a recorded copy of the PSA or a fully executed copy if it is not going to be recorded as soon as it is available. After a Sharing Well is drilled, please provide our office with the "Productive Drainhole Length / Allocation Factor" information and let us know what our participation in the well is going to be so we can get our lease records set up for the payment of royalties on the well.

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

Sincerely,

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

Enclosure

(45)

File No. MF097710

Milam County

letter to Treadstone

Date Filed: 1/28/22

George P. Bush, Commissioner

By MB Barnstone

PRODUCTION SHARING AGREEMENT

WHEREAS, the undersigned is the owner of a royalty interest in one or more of the following described units, located in Milam County, Texas:

1. **Scott Unit**, as more particularly described in that certain Designation of Unit dated September 1, 2021, from Treadstone Energy Partners II, LLC, containing 402.574 acres, more or less, and recorded in Volume 1459, Page 1, Robertson County, Texas; and
2. **Muse-Nigliazzo Unit**, as more particularly described in that certain Designation of Unit dated July 9, 2001, from Clayton Williams Energy Inc., containing 271.927 acres, more or less, and recorded in Volume 787, Page 681, Robertson County, Texas; and
3. **Broughton-Nigliazzo Unit**, as more particularly described in that certain Designation of Unit dated October 27, 1997, from Clayton Williams Energy Inc. containing 375.692 acres, more or less, and recorded in Volume 699, Page 579, Robertson County, Texas, as amended by Reformation of Unit dated July 9, 2001, recorded in Volume 787, Page 690, Robertson County, Texas; and
4. **Broughton-Perrone Unit No. 1,** as more particularly described in that certain Amended Pooling Agreement dated December 2, 1997, from the Clayton Williams Energy, containing 486.568 acres of land more or less, recorded in Volume 787, Page 670, Robertson County, Texas; and

WHEREAS, TreadStone Energy Partners II LLC, as the successor in interest to Union Pacific Resources Company, desires to drill, or cause to be drilled, the Beverly Gale 1HA Well (API No. 42-395-32061), at a location in the G. A. Nixon, A-31, which well is intended to be a horizontal drainhole drilled within the stratigraphic limits of the Giddings (Austin Chalk-3) Field in, through and under a portion of each of the above described Units; and

WHEREAS, to avoid any uncertainties concerning the manner in which the owners of the royalty interests will share the proceeds of production attributable to that portion of the horizontal drainhole traversing any portion of the Units and the respective oil, gas and mineral leases and interests which contribute thereto, the undersigned royalty interest owner and the operator of said Beverly Gale 1HA Well desire to enter into this Agreement and to agree upon the basis for sharing and allocating the proceeds of production of hydrocarbons attributable to that portion of the horizontal drainhole traversing any portion of the lands covered by the Units.

NOW THEREFORE, in consideration of the premises, to comply with the terms and conditions of their mutual agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned royalty interest owner hereby covenants and agrees to the following terms, conditions and provisions:

1. This consent and ratification shall terminate unless, on or before December 31, 2022, TreadStone Energy Partners II, LLC commences, or causes to be commenced, operations for the drilling of the Beverly Gale 1HA Well.
2. In the event that TreadStone Energy Partners II, LLC, or its operating agent, TreadStone Energy Partners Operating, LLC, drills and completes the Beverly Gale 1HA Well as a well capable of producing oil and/or gas in paying quantities, the following shall apply:
    a. All production from the Beverly Gale 1HA shall be allocated between the respective Units based upon the length of productive horizontal drainhole underlying each respective Unit in proportion to the total length of the productive horizontal drainhole in the entirety of the Beverly Gale 1HA Well, as determined by an "As Drilled" survey (generated by a licensed Surveyor in the State of Texas) to be provided upon the completion of the well.
    b. As evidenced by the Division Order for the Scott Unit No. 1 Lessee allocates production according to certain decimal interests in production from the Scott Unit No. 1-1 Well. The decimal interests for the Scott Unit No. 1-1 Well will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Scott No. 1-1 Well, the royalty owners in and under the Scott Unit No. 1 shall also receive the same decimal interest of production from the Beverly Gale 1HA Well that is allocated to the Scott Unit No. 1 as set forth under Article 2 a. above.
    c. As evidenced by the Division Order for the Muse-Nigliazzo Unit No. 1, Lessee allocates production according to certain decimal interests in production from the Muse-Nigliazzo Unit No. 1-1 Well. The decimal interests for the Muse-Nigliazzo Unit No. 1-1 Well will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Muse-Nigliazzo Unit No. 1-1 Well, the royalty owners in and under the Muse-Nigliazzo Unit No. 1 shall also receive the same decimal interest of production from the Beverly Gale 1HA Well that is allocated to the Muse-Nigliazzo Unit No. 1-1 Well as set forth under Article 2 a. above.
    d. As evidenced by the Division Order for the Broughton-Nigliazzo Unit No. 1, Lessee allocates production according to certain decimal interests in production from the Broughton-Nigliazzo Unit No. 1-1 Well. The decimal interests for the Broughton-Nigliazzo Unit No. 1-1 Well will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Broughton-Nigliazzo Unit No. 1-1 Well, the royalty owners in and under the Broughton-Nigliazzo Unit

No. 1 shall also receive the same decimal interest of production from the Beverly Gale 1HA Well that is allocated to the Broughton-Nigliazzo Unit No. 1-1 Well as set forth under Article 2 a. above.

e. As evidenced by the Division Order for the Broughton-Perrone Unit No. 1, Lessee allocates production according to certain decimal interests in production from the Broughton-Perrone Unit No. 1-1 Well. The decimal interests for the Broughton-Perrone Unit No. 1-1 Well will not change as a result of this document, however, in addition to receiving that decimal interest in production from the Broughton-Perrone Unit No. 1-1 Well, the royalty owners in and under the Broughton-Perrone Unit No. 1 shall also receive the same decimal interest of production from the Beverly Gale 1HA Well that is allocated to the Broughton-Perrone Unit No. 1-1 Well as set forth under Article 2 a. above.

f. By drilling the Beverly Gale 1HA Well and paying the mineral and royalty interest owners on production therefrom in accordance with the foregoing provisions, TreadStone Energy Partners II, LLC shall be deemed to be in compliance with the terms and provisions, specifically the pooling provisions, contained in the oil, gas and mineral leases covering the tracts which comprise the Units.

3. The parties recognize that TreadStone Energy Partners II, LLC's ability to accomplish the foregoing may be contingent upon TreadStone Energy Partners II, LLC's obtaining the ratifications of other mineral and/or royalty owners in the vicinity of the Beverly Gale 1HA Well. In the event TreadStone Energy Partners II, LLC is unable to obtain the ratification of any mineral owner and/or royalty owner that TreadStone Energy Partners II, LLC deems necessary in order to accomplish the objectives of this Production Sharing Agreement, TreadStone Energy Partners II, LLC may notify the undersigned in writing of that fact and this agreement shall have and be of no effect.
4. In addition to the foregoing, and for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned royalty owner, to the extent he/she owns an interest in any or all of the Units described above, does hereby RATIFY, ADOPT, and CONFIRM the Units and the lease or leases under which such party's interest is derived (individually and/or collectively the "Ratified Lease"), and does hereby GRANT, LEASE and LET unto the current lessee of the Ratified Lease, all of such Interest Owner's interest in the acreage covered by the Ratified Lease, subject to the same terms and conditions provided for therein, as same may have been previously amended, or amended herein, and further does hereby CONSENT and AGREE to the inclusion of the undersigned's interest in participating in the Beverly Gale 1HA Well under the terms and provisions set forth herein.
5. Unless terminated by TreadStone Energy Partners II, LLC, this document shall be effective as of the date of completion of the Beverly Gale 1HA Well as a well capable of producing oil and/or gas in paying quantities and shall continue in effect for so long as the Beverly Gale 1HA Well continues to produce in paying quantities.
6. The terms and provisions of this agreement and the covenants made herein shall be binding upon the undersigned, its heirs, successors and/or assigns.

EXECUTED THIS _____ DAY OF _____, 2021

ROYALTY OWNER:

_____

DocuSign Envelope ID: ED653A72-F483-4CB5-B589-E826AED01274

Date Executed: 1/12/2022

STATE OF TEXAS

By: _____

George P. Bush, Commissioner

General Land Office

Approved:

min. leasing ME

content MB

legal _____

executive _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on January 12, 2022, by George P. Bush as Land Commissioner, Texas General Land Office.

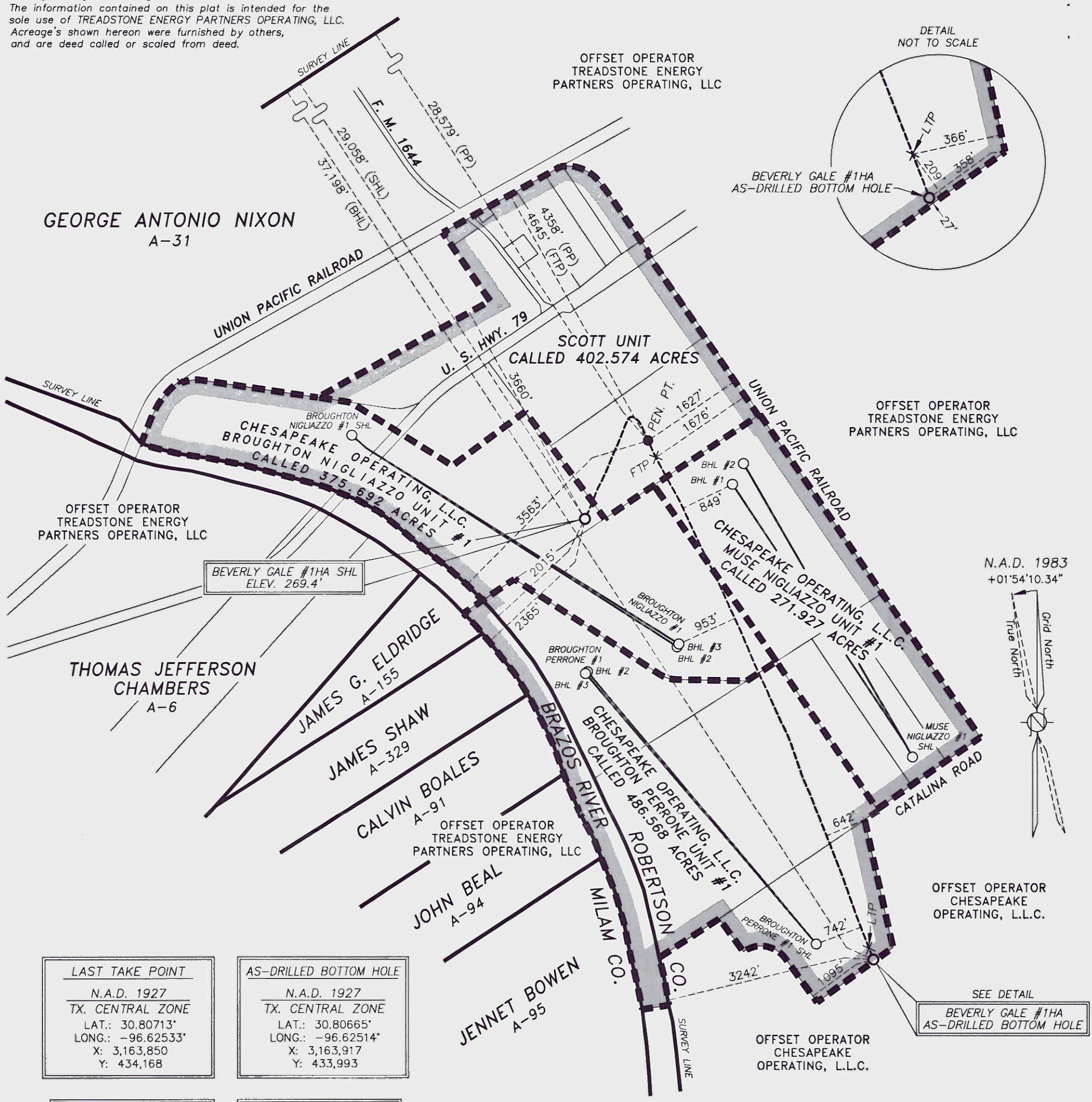
Vicki Gonzales
Notary Public, State of Texas
Notary without Bond
Comm. Expires 07/25/2025
Notary ID 129506364

Vicki Gonzales

Notary Public in and for the State of Texas

12.10.21

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



DETAIL
NOT TO SCALE

LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80713°
LONG.: -96.62533°
X: 3,163,850
Y: 434,168

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80665°
LONG.: -96.62514°
X: 3,163,917
Y: 433,993

PENETRATION POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82901°
LONG.: -96.63536°
X: 3,160,440
Y: 442,016

FIRST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82828°
LONG.: -96.63501°
X: 3,160,559
Y: 441,755

BEVERLY GALE #1HA SHL	
NAT. GROUND ELEV. 269.4'	
N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE	TX. CENTRAL ZONE
LAT.: 30.82596°	LAT.: 30.82577°
LONG.: -96.63886°	LONG.: -96.63861°
X: 3,455,939	X: 3,159,460
Y: 10,283,385	Y: 440,804

SCOTT UNIT	402.574 AC.
BROUGHTON NIGLIAZZO UNIT	375.692 AC.
MUSE NIGLIAZZO UNIT	271.927 AC.
BROUGHTON PERRONE UNIT	486.568 AC.
(ALLOCATION) UNIT TOTAL	1,536.761 AC.
BEVERLY GALE #1HA	

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP		
SCOTT UNIT	346.30'	4.18%
MUSE NIGLIAZZO UNIT NO. 1	1,556.37'	18.80%
BROUGHTON NIGLIAZZO UNIT NO. 1	1,784.33'	21.56%
BROUGHTON PERRONE UNIT NO. 1	4,591.36'	55.46%
TOTAL	8,278.36'	100.00%

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 10/18/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
BEVERLY GALE #1HA
ROBERTSON COUNTY, TEXAS
SCALE: 1" = 1600'

"GAUSE" Quadrangle
Situated S 31° W – 16.5 Miles from Franklin, TX.

DocuSign

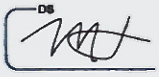
Certificate Of Completion

Envelope Id: ED653A72F4834CB5B589E826AED01274
Status: Completed
Subject: Please DocuSign - Energy Resources: PSA - Treadstone (Texas GLO)
Source Envelope:
Document Pages: 5
Signatures: 0
Certificate Pages: 2
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
David Villafranca
1700 Congress Ave
Austin, TX 78701
david.villafranca@glo.texas.gov
IP Address: 136.49.149.46

Record Tracking

Status: Original
1/4/2022 2:14:35 PM
Holder: David Villafranca
david.villafranca@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Matthew Edling matthew.edling@glo.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 23.112.36.172	Sent: 1/4/2022 2:16:51 PM Viewed: 1/4/2022 2:48:53 PM Signed: 1/4/2022 2:49:23 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Larry Hargrave larry.hargrave@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.86	Sent: 1/4/2022 2:49:24 PM Viewed: 1/4/2022 2:50:55 PM Signed: 1/4/2022 2:51:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244 Signed using mobile	Sent: 1/4/2022 2:51:16 PM Viewed: 1/5/2022 10:57:12 AM Signed: 1/5/2022 10:57:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Mary Barnstone Mary.Barnstone@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/4/2022 2:16:50 PM Viewed: 1/4/2022 3:21:31 PM
Ashley McDaniel Ashley.McDaniel@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/4/2022 2:51:15 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/4/2022 2:16:50 PM
Certified Delivered	Security Checked	1/5/2022 10:57:12 AM
Signing Complete	Security Checked	1/5/2022 10:57:18 AM
Completed	Security Checked	1/5/2022 10:57:18 AM

Payment Events	Status	Timestamps

(46)

File No. MF0977710

Milam County

PSA for Beverly Gale IHA

Date Filed 1/28/22

George Gilman, Commissioner

By MBBarnstone

Information for processing an Internal Non Unit Transaction (iNut)

Length of Lateral

iNut No. 11545

GENERAL INFORMATION

Name of Well: Beverly Gale 1HA (Allocation) API # 42-395-32061

Name of Operator: Treadstone Energy Partners RRC # 03-870048

Operator Contact Person: Colton Sanford Phone: 713-482-2997

County: Milam

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

Lease Type	Unit/Lease No	Total Lateral Ft.	Unit or Lease Lateral Ft.	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Particpation by Unit/Lease
River Fee	3031/MF098950	8278.36	4591.36	0.01913556	0.25000000	0.04245200	0.01061300
River Fee	3031/MF097710	8278.36	4591.36	0.01231894	0.25000000	0.02732942	0.00683235
Totals:						0.06978142	**0.01744536**
Effective Date:	6/19/2021						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: iNut crosses unit 3031. Well spud 6/19/2021, subject to PSA 00433. Final plat received 12/9/2021.

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

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

Prepared by: MB Alamo updated by: MB WI updated by: MB

RAM approval by: VD GIS updated by: JK

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

INU210001

Unit Number	*11545*				
Operator Name	*TreadStone Energy Partners Operating, LLC*			***Effective Date***	*06/19/2021*
Customer ID	*C000089588*			***Unitized For***	*Oil And Gas*
Unit Name	*Beverly Gale 1HA (allocation)*			***Unit Term***	
County 1	*Milam*	***RRC District 1***	*01*	***Old Unit Number***	***Inactive Status Date***
County 2	*Robertson*	***RRC District 2***	*05*		
County 3		***RRC District 3***			
County 4		***RRC District 4***			
Unit type	*iNut*				
State Net Revenue Interest	***Oil***	*0.01744536*			
State Part in Unit		*0.06978142*			
Unit Depth	*Allow All Depths*		***Well***		
From Depth			***Formation***		
To Depth			***Participation Basis***	*Length of Lateral*	
			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*
MF097710		0.000000	0.000000	0.02732942	O/G	0.25000000	0.00683235	No
MF098950		0.000000	0.000000	0.04245200	O/G	0.25000000	0.01061300	No

API Number

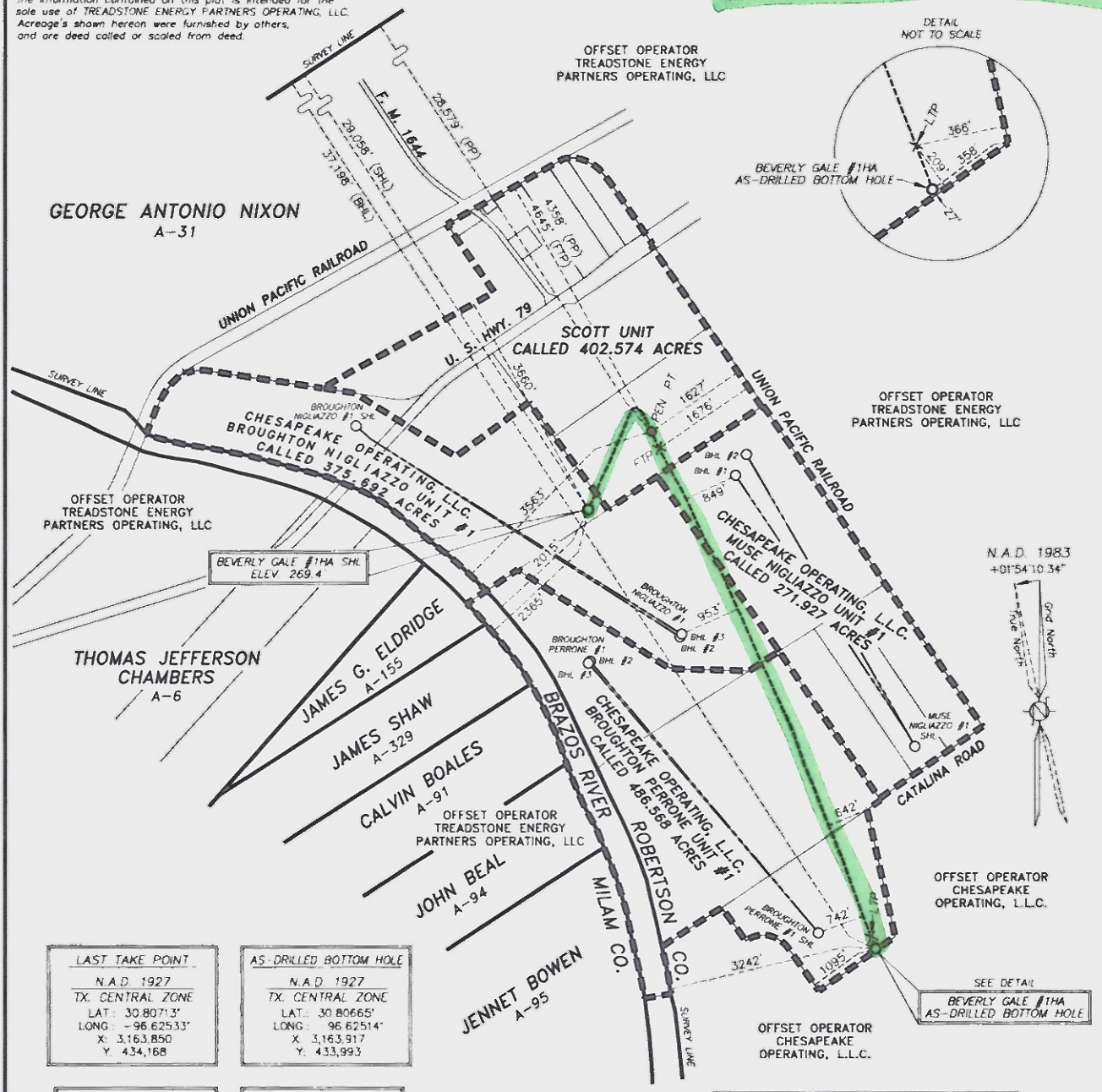
4239532061

Remarks: iNut crosses Unit 3031. Well spud 6/19/2021, subject to PSA 00433. Final plat received 12/9/2021.

Prepared By:	MB	***Prepared Date:***	12/9/21
GLO Base Updated By:	MB	***GLO Base Date:***	12/9/21
RAM Approval By:	VD	***RAM Approval Date:***	12/9/21
GIS By:	JH	***GIS Date:***	~~12/9~~ 02/10/2022
Well Inventory By:	MB	***WI Date:***	12/9/21

42-395-32061

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid. Convergence is at the Surface Location. The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80713°
LONG.: -96.62533°
X: 3,163,850
Y: 434,168

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80665°
LONG.: 96.62514°
X: 3,163,917
Y: 433,993

PENETRATION POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82901°
LONG.: -96.63536°
X: 3,160,440
Y: 442,016

FIRST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82828°
LONG.: -96.63501°
X: 3,160,559
Y: 441,755

BEVERLY GALE #1HA SHL		
NAT. GROUND ELEV. 269.4'		
N.A.D. 1983		N.A.D. 1927
TX. CENTRAL ZONE		TX. CENTRAL ZONE
LAT.: 30.82596°		LAT.: 30.82577°
LONG.: -96.63886°		LONG.: -96.63861°
X: 3,455,939		X: 3,159,460
Y: 10,283,385		Y: 440,804

SCOTT UNIT	402.574 AC.
BROUGHTON NIGLIAZZO UNIT	375.692 AC.
MUSE NIGLIAZZO UNIT	271.927 AC.
BROUGHTON PERRONE UNIT	486.568 AC.
(ALLOCATION) UNIT TOTAL BEVERLY GALE #1HA	1,536.761 AC.

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP		
SCOTT UNIT	346.30'	4.18%
MUSE NIGLIAZZO UNIT NO. 1	1,556.37'	18.80%
BROUGHTON NIGLIAZZO UNIT NO. 1	1,784.33'	21.56%
BROUGHTON PERRONE UNIT NO. 1	4,591.36'	55.46%
TOTAL	8,278.36'	100.00%

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY Kenny Williams DATE: 10/18/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
BEVERLY GALE #1HA
ROBERTSON COUNTY, TEXAS
SCALE: 1" = 1600'

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"GAUSE" Quadrangle
Situated S 31° W – 16.5 Miles from Franklin, TX

42-395-32061
subject to PSA00433

TreadStone Energy Partners Operating, LLC
106 Vintage Park Blvd, Suite 100
Houston, Texas 77070

Colton Sanford
Landman
Telephone: 713-482-2997
Facsimile: 713-482-2992

03-870048
spud 6/19/2021
Giddings (AC-3)

TREADSTONE
ENERGY PARTNERS

VIA U.S. OVERNIGHT MAIL

December 9, 2021

Texas General Land Office
ATTN: Mary Barnstone
1700 N. Congress Avenue, Suite 840
Austin, TX 78701-1495

RE: PSA Agreement – Beverly Gale 1HA Allocation Well (State lease #s MF097710, Broughton Perrone Unit - GLO Unit #3031)

Dear Mrs. Barnstone:

Enclosed please find TreadStone Energy Partners Operating, LLC's (C000089588) form Production Sharing Agreement, the as-drilled plat for the Beverly Gale 1HA allocation well, and a check in the amount of $500.00. The Tate 1HA allocation well includes lands from State Lease # MF097710 and MF098950, the Broughton Perrone Unit, Unit #3031. The allocation factor for the GLO interests in the Beverly Gale 1HA is as follows:

- State Lease MF098950 = 37.243 Acres / 486.568 Acres = .00480682 (TPF) * .25 (1/4th Royalty) = .01913556 (NRI) * .55462193 (Lateral length % in Broughton Perron Unit) = .01061300
- State Lease MF097710 = 23.976 Acres / 486.568 Acres = .00480682 (TPF) * .25 (1/4th Royalty) = .01231894 (NRI) * .55462193 (Lateral length % in Broughton Perron Unit) = .00683235

Please do not hesitate to contact me if you have any questions or further requirements.

Sincerely,

Colton Sanford
Landman

(47)

File No. MF097710

Milam County

iNut 11545

Date Filed: 1/28/22

George P. Bush, Commissioner

By MBBarnstorf

11.19.21

DIVISION ORDER

TO: TreadStone Energy Partners Operating, LLC
106 Vintage Park Blvd Suite 100
Houston, TX 77070

INut 11457
MF097710 MF098950

Property No.: Amelia Kay 1HA
Effective Date: First Production

The undersigned severally and not jointly certifies it is the legal Owner of the interest set out below of all the oil, gas, and related liquid hydrocarbons produced and sold from the property described below:

Property Name:	Amelia Kay 1HA
County:	***MILAM***
State:	***TX***
Legal Description:	The Amelia Kay 1HA (API# 42-331-35103), at a location in the James Shaw A-329, James G Eldridge A-155, Calvin Boales A-91, John Beal A-94, and Jennet Bowen A-95 Surveys, Milam County and Robertson County, Texas, as more particularly described on Exhibit "A".
Owner No.:	**O:2994**
Name & Address:	STATE OF TEXAS 1700 N CONGRESS AVENUE STEPHEN F AUSTIN BLDG AUSTIN, TX 78701-1436
Owner Tax ID #	[redacted]

DIVISION OF INTEREST

Interest Type:	**ROYALTY** ✓
Interest:	0.011194520

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest Owner ("Owner") who executes this Agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The Payor shall pay all parties at the price agreed to by the operator for oil, gas and related liquid hydrocarbons to be sold pursuant to this division order. The purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil. The proceeds for the sale of gas shall be calculated as to price and quality on the basis of and in the manner provided for in the contract with the purchaser of such gas product.

PAYMENT: From the effective date, payment is to be made monthly by Payor's check, based of this division of interest, for oil runs and gas produced and sold not later than 60 days after the end of the calendar month in which the oil and/or gas was sold from the property listed above, less taxes required by law to be deducted and remitted by Payor as purchaser. Payment of less than $100 may be accrued before disbursement until the total amount equals $100 or more, or until December 31st of each year, whichever occurs first. Payee agrees to refund to Payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold Payor harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not limited to attorney's fees or judgements 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 on the first day of the month following receipt of such notice to Payor.

Any correspondence regarding this agreement shall be furnished to the addresses as provided herein unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an Owner may have certain statutory rights under the laws of the State of Texas.

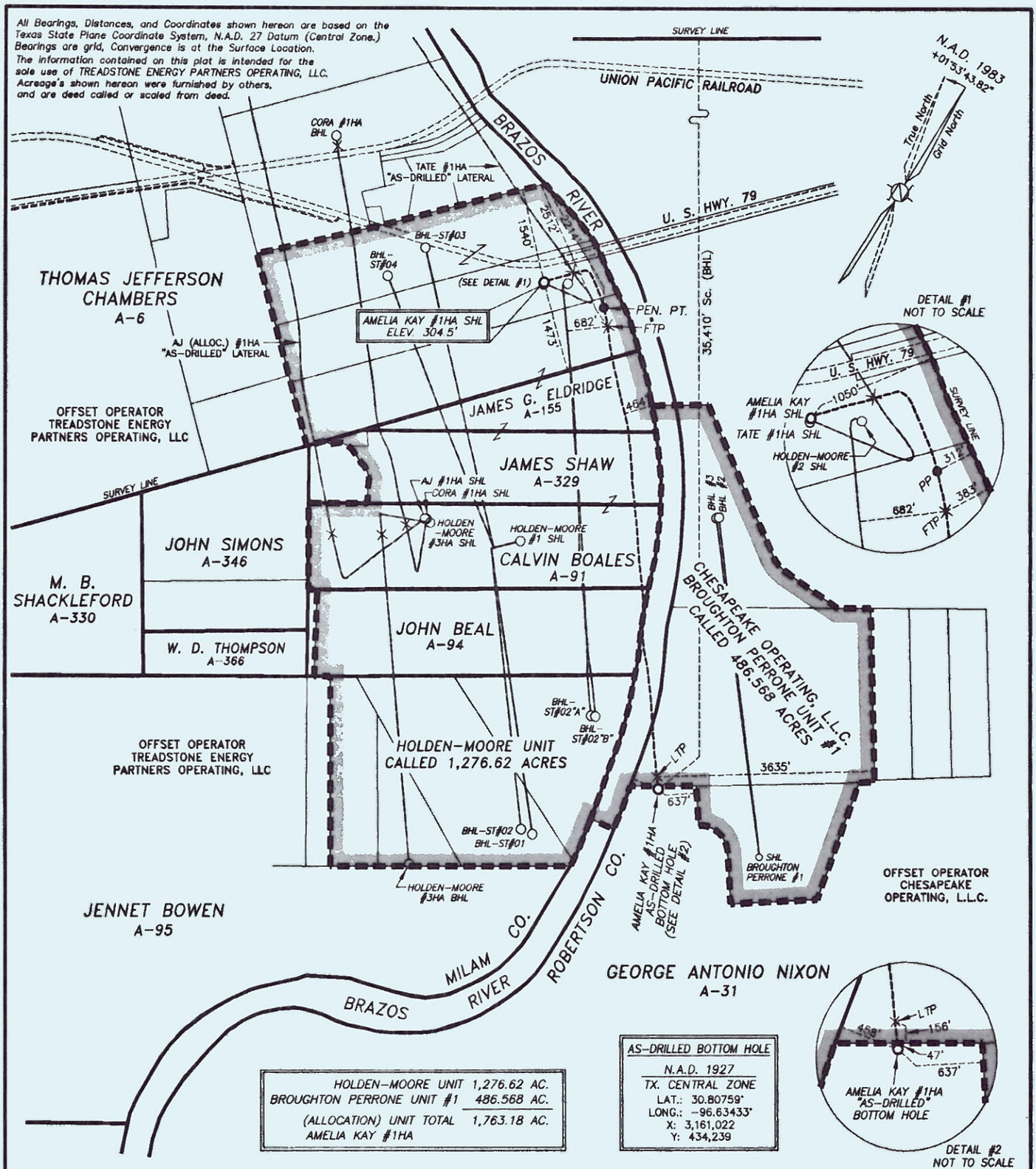
WITNESS: (*There must be two witnesses to each signature*)	**OWNER SIGNATURE:**	**ADDRESS/TAX ID NUMBER:**
Signature of Witness #1	STATE OF TEXAS	Address if different from above
Signature of Witness #2	Owner Signature/Corporate Title	City, State, Zip Code
	Owner Phone #	Tax ID Number if different from above

Failure to furnish your Social Security Number or Tax Identification Number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by Payor.

Return To: **TreadStone Energy Partners Operating, LLC**
106 Vintage Park Blvd Suite 100
Houston, TX 77070

11-19-21

EXHIBIT "A"



HOLDEN-MOORE UNIT	1,276.62 AC.
BROUGHTON PERRONE UNIT #1	486.568 AC.
(ALLOCATION) UNIT TOTAL	1,763.18 AC.
AMELIA KAY #1HA	

AS-DRILLED BOTTOM HOLE

N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80759°
LONG.: -96.63433°
X: 3,161,022
Y: 434,239

PENETRATION POINT

N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82449°
LONG.: -96.64954°
X: 3,156,044
Y: 440,226

FIRST TAKE POINT

N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82389°
LONG.: -96.64887°
X: 3,156,264
Y: 440,014

LAST TAKE POINT

N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80803°
LONG.: -96.63472°
X: 3,160,893
Y: 434,397

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP

HOLDEN-MOORE UNIT	4,698.87'	64.41%
BROUGHTON PERRONE UNIT #1	2,596.33'	35.59%
TOTAL	7,295.20'	100.00%

AMELIA KAY (ALLOC.) #1HA SHL
NAT. GROUND ELEV. 304.5'

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT.: 30.82422°	LAT.: 30.82402°
LONG.: -96.65316°	LONG.: -96.65291°
X: 3,451,473	X: 3,154,994
Y: 10,282,602	Y: 440,020

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 09/20/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

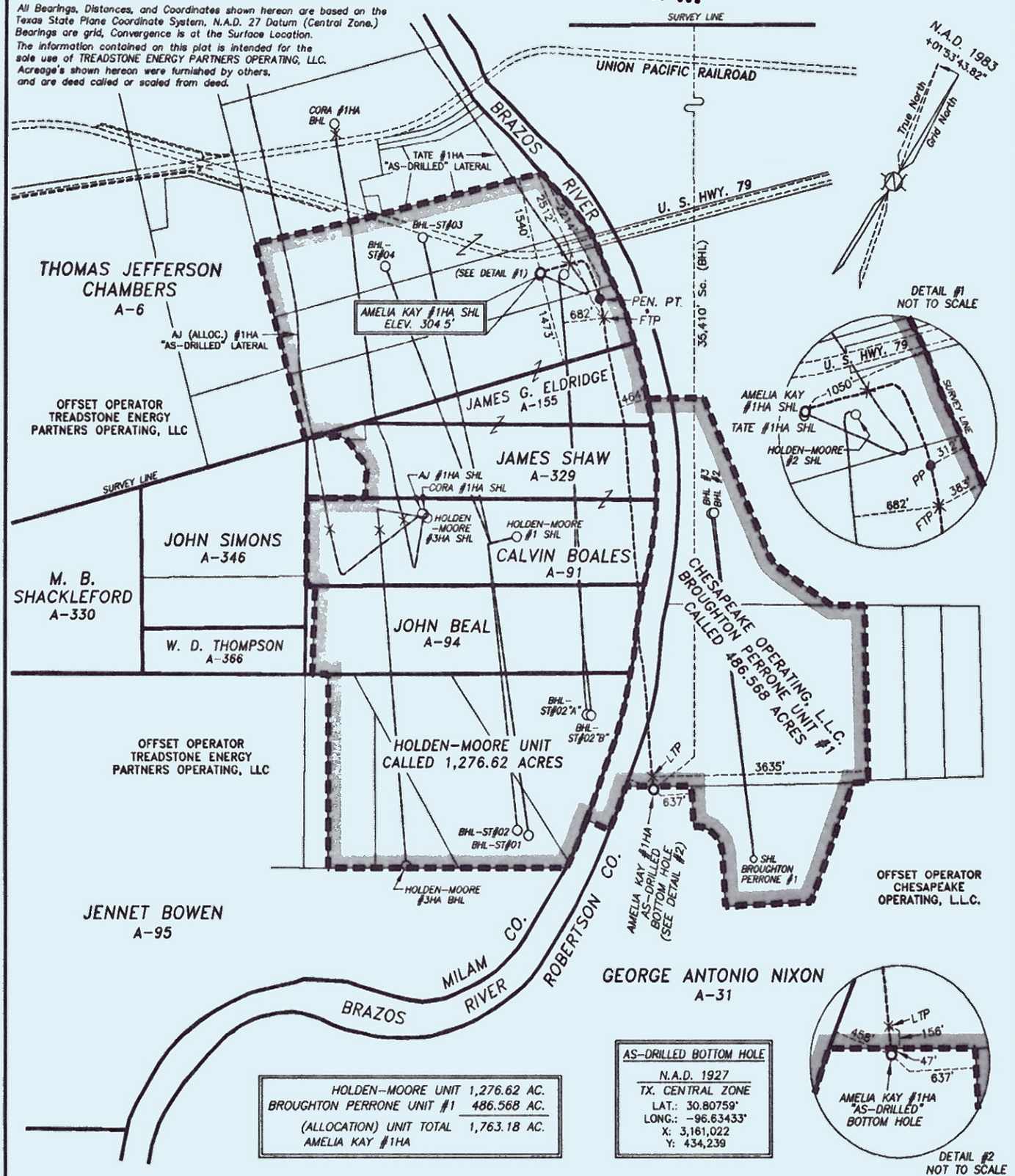
"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
AMELIA KAY (ALLOCATION) #1HA
MILAM & ROBERTSON COUNTIES, TEXAS
SCALE: 1" = 1600'

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703

"GAUSE" Quadrangle
Situated S 87° E – 19.3 Miles from Cameron, TX.

11-19-21

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 27 Datum (Central Zone.) Bearings are grid, Convergence is at the Surface Location.
The information contained on this plat is intended for the sole use of TREADSTONE ENERGY PARTNERS OPERATING, LLC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.



HOLDEN-MOORE UNIT	1,276.62 AC.
BROUGHTON PERRONE UNIT #1	486.568 AC.
(ALLOCATION) UNIT TOTAL AMELIA KAY #1HA	1,763.18 AC.

AS-DRILLED BOTTOM HOLE
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80759°
LONG.: -96.63433°
X: 3,161,022
Y: 434,239

PENETRATION POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82449°
LONG.: -96.64954°
X: 3,156,044
Y: 440,226

FIRST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.82389°
LONG.: -96.64887°
X: 3,156,264
Y: 440,014

LAST TAKE POINT
N.A.D. 1927
TX. CENTRAL ZONE
LAT.: 30.80803°
LONG.: -96.63472°
X: 3,160,893
Y: 434,397

AS-DRILLED LATERAL LENGTH FROM FTP TO LTP		
HOLDEN-MOORE UNIT	4,698.87'	64.41%
BROUGHTON PERRONE UNIT #1	2,596.33'	35.59%
TOTAL	7,295.20'	100.00%

AMELIA KAY (ALLOC.) #1HA SHL
NAT. GROUND ELEV. 304.5'

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT.: 30.82422°	LAT.: 30.82402°
LONG.: -96.65316°	LONG.: -96.65291°
X: 3,451,473	X: 3,154,994
Y: 10,282,602	Y: 440,020

NOTE: This plat does not represent a boundary survey for the purpose of establishing title boundaries. The total unit acreage is based upon deed called, surveyed and calculated acreage.

TBEPLS FIRM REGISTRATION No. 10025700

0 1600 3200 4800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams DATE: 09/20/2021

STATE OF TEXAS REGISTERED KENNY G. WILLIAMS 5680 PROFESSIONAL LAND SURVEYOR

"AS-DRILLED" PLAT
TREADSTONE ENERGY PARTNERS OPERATING, LLC
AMELIA KAY (ALLOCATION) #1HA
MILAM & ROBERTSON COUNTIES, TEXAS
SCALE: 1" = 1600'

PREPARED BY:
STANGER SURVEYING TYLER LLC
1595 E. GRANDE BLVD.
TYLER, TEXAS 75703

"GAUSE" Quadrangle
Situated S 87° E – 19.3 Miles from Cameron, TX.

11·19·21

TREADSTONE
ENERGY PARTNERS

106 Vintage Park Blvd, Suite 100
Houston, Texas 77070

Chris Herrin
Division Order Analyst
Telephone: (713) 482-2990
Email: Chris.Herrin@treadstone-ep.com

DATE: October 6, 2021

TO: Royalty Owners in the Holden-Moore and Broughton-Perrone Units

RE: Division Orders for:
Amelia Kay 1HA (API# 42-331-35103)

Ladies and Gentlemen,

Enclosed you will find two (2) originals of our Division Order with your associated interest in the production revenues from the above referenced well. Also included are two (2) originals of our Production Sharing Agreement (PSA) which explains the revenue pay structure of the new well.

Please review the Division Order and PSA. If acceptable, please sign and return one original of each to the undersigned at the letterhead address. The remaining copy is for your personal records.

Should you have any questions or comments, please do not hesitate to contact me at (832) 619-7876 or via email at Chris.Herrin@treadstone-ep.com.

Sincerely,

CHerrin

Chris Herrin
Divison Order Analyst

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 8, 2022

Chris Herrin
Division Order Analyst
TreadStone Energy Partners
106 Vintage Park Blvd, Suite 100
Houston, TX 77070

Re: State Lease No. MF097710 and MF098950 Amelia Kay 1HA iNut 11457

Dear Mr. Herrin:

The Texas General Land Office (GLO) has received your Division Order for the referenced iNut. This Division Order has 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 Zamora

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF 097710

County

Division Order

Date Filed: 12/20/2022

George P. Bush, Commissioner

By VB

DocuSign Envelope ID: 7A7F2E40-D163-4756-A176-9F4CC4420475

MEMORANDUM

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

DATE: **January 30, 2024** **PSA# 00600**

TO: **School Land Board**

FROM: **Pooling Committee**

SUBJECT: **Request from WildFire Energy, LLC to have the State enter into a Production Sharing Agreement for drilling of the Scamardo HCXI AC 1H (API 42-395-32070) allocation well.**

- **Request from WildFire Energy, LLC** is the operator of State Unit 4050 and 4080 which include State Lease MF097710 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the Scamardo HCXI AC 1H allocation well which will traverse Units 4050 & 4080.
- The State's participation in the sharing wells will be based on a Productive Lateral Length from FTP to LTP.

POOLING COMMITTEE RECOMMENDATION:

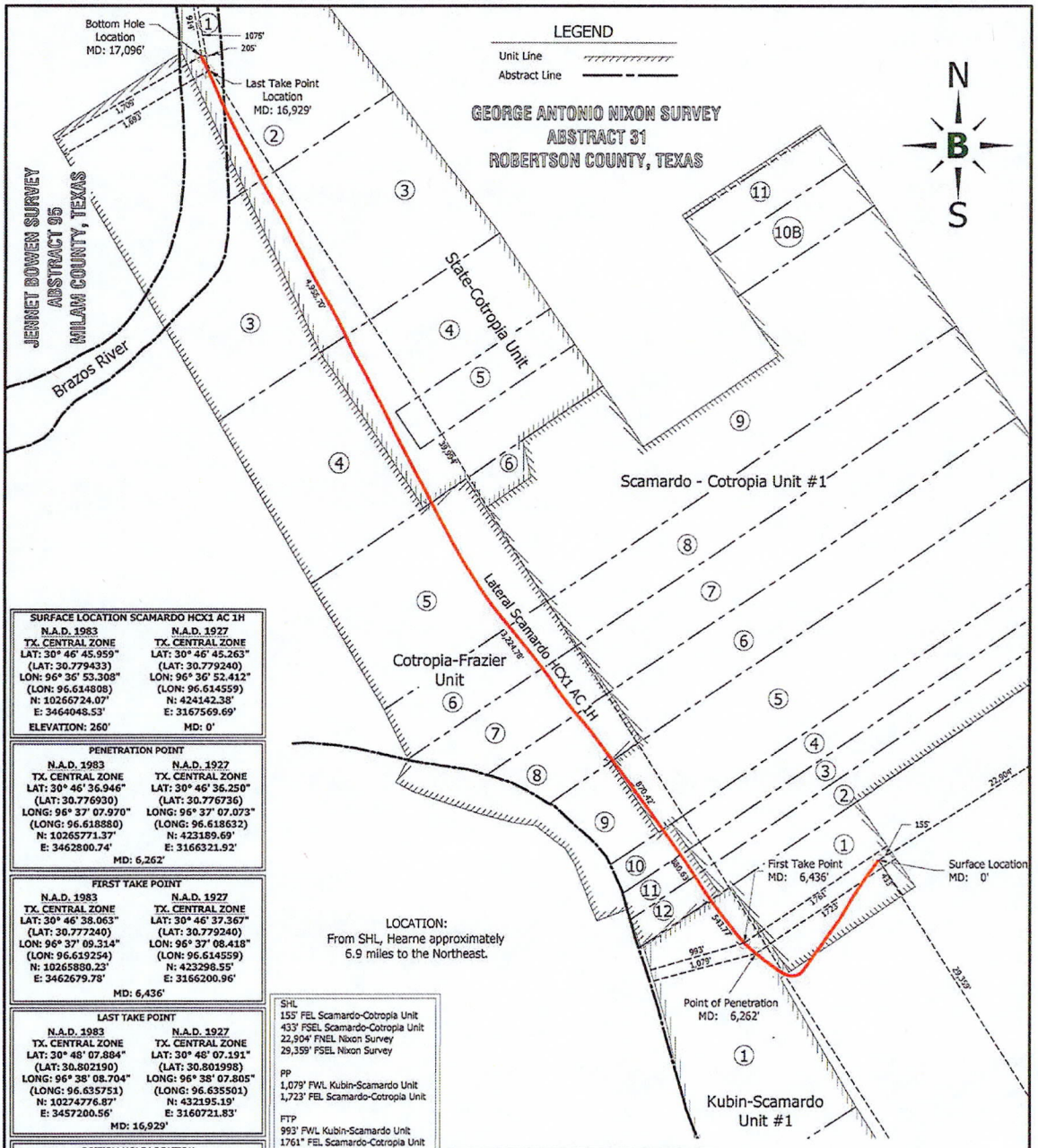
The Pooling Committee recommends Board approval of the Production Sharing Agreement.

DocuSigned by:
6C1630CF0F2E4D3...
General Land Office — 12/20/2023 Date

DocuSigned by:
Catarina Gonzales
EE8EA19C5EF64CC...
Office of the Governor — 12/27/2023 Date

Office of the Governor — Date

DocuSign Envelope ID: 7A7F2E40-D163-4756-A176-9F4CC4420475



SURFACE LOCATION SCAMARDO HCX1 AC 1H

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 45.959" (LAT: 30.779433)	LAT: 30° 46' 45.263" (LAT: 30.779240)
LON: 96° 36' 53.308" (LON: 96.614808)	LON: 96° 36' 52.412" (LON: 96.614559)
N: 10266724.07'	N: 424142.38'
E: 3464048.53'	E: 3167569.69'
ELEVATION: 260'	MD: 0'

PENETRATION POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 36.946" (LAT: 30.776930)	LAT: 30° 46' 36.250" (LAT: 30.776736)
LONG: 96° 37' 07.970" (LONG: 96.618880)	LONG: 96° 37' 07.073" (LONG: 96.618632)
N: 10265771.37'	N: 423189.69'
E: 3462800.74'	E: 3166321.92'
MD: 6,262'	

FIRST TAKE POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 38.063" (LAT: 30.777240)	LAT: 30° 46' 37.367" (LAT: 30.779240)
LON: 96° 37' 09.314" (LON: 96.619254)	LON: 96° 37' 08.418" (LON: 96.614559)
N: 10265880.23'	N: 423298.55'
E: 3462679.78'	E: 3166200.96'
MD: 6,436'	

LAST TAKE POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 48' 07.884" (LAT: 30.802190)	LAT: 30° 48' 07.191" (LAT: 30.801998)
LONG: 96° 38' 08.704" (LONG: 96.635751)	LONG: 96° 38' 07.805" (LONG: 96.635501)
N: 10274776.87'	N: 432195.19'
E: 3457200.56'	E: 3160721.83'
MD: 16,929'	

BOTTOM HOLE LOCATION

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30°48'09.411" (LAT: 30.802614)	LAT: 30°48'08.718" (LAT: 30.802422)
LONG: 96°38'09.433" (LONG: 96.635953)	LONG: 96°38'08.534" (LONG: 96.635704)
N: 10274928.961	N: 432347.28
E: 3457131.912	E: 3160653.18
MD: 17,096'	

SHL
155' FEL Scamardo-Cotropia Unit
433' FSEL Scamardo-Cotropia Unit
22,904' FNEL Nixon Survey
29,359' FSEL Nixon Survey

PP
1,079' FWL Kubin-Scamardo Unit
1,723' FEL Scamardo-Cotropia Unit

FTP
993' FWL Kubin-Scamardo Unit
1761" FEL Scamardo-Cotropia Unit

LTP
1693' FWL Cotropia-Frazier Unit
1075' FNWL State-Cotropia Unit

BHL
1,709' FWL Cotropia-Frazier Unit
914' FNWL State-Cotropia Unit
205' FWL Nixon Survey
39,994' FSEL Nixon Survey

UNIT	LENGTH
KUBIN - SCAMARDO UNIT #1	543.77'
SCAMARDO - COTROPIA UNIT #1	870.42'
COTROPIA - FRAIZER UNIT	4,105.41'
STATE - COTROPIA UNIT	4,956.70'

AS-COMPLETED PLAT
WILDFIRE ENERGY OPERATING, LLC
SCAMARDO HCX1 AC 1H
GEORGE ANTONIO NIXON SURVEY, A-31, ROBERTSON COUNTY, TEXAS

0' 1000' 2000'

(SCALE: 1" = 1000')

NOTE:

As-drilled data furnished by WILDFIRE ENERGY OPERATING, LLC.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Engineers and Land Surveyors.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

All record information regarding ownership, deeds and other documents of record have been provided by WILDFIRE ENERGY OPERATING, LLC.

All survey lines shown hereon are scaled location only.

This plat is true and correct to the best of my knowledge and belief, and represents pertinent data for the sole use of meeting the permitting requirements of the Railroad Commission of the State of Texas. This plat in no way is intended or implied to be a completed boundary survey.

For Bowman Consulting Group, Ltd.

Daniel Wayne Cogburn
Registered Professional Land Surveyor
Texas Registration No. 6894

Date: July 13, 2023

STATE OF TEXAS
REGISTERED
DANIEL WAYNE COGBURN
6894
PROFESSIONAL LAND SURVEYOR

Bowman

CENTRAL TEXAS | 5054 Franklin Ave., Ste. A, Waco, TX. 76710
254.776.1515 | TBPELS# 10120600

1519 Job No.: 9360	Drawn By: DDS
Sheet 1 of 2	Checked By: REP
	Prepared For: WILDFIRE ENERGY OPERATING, LLC

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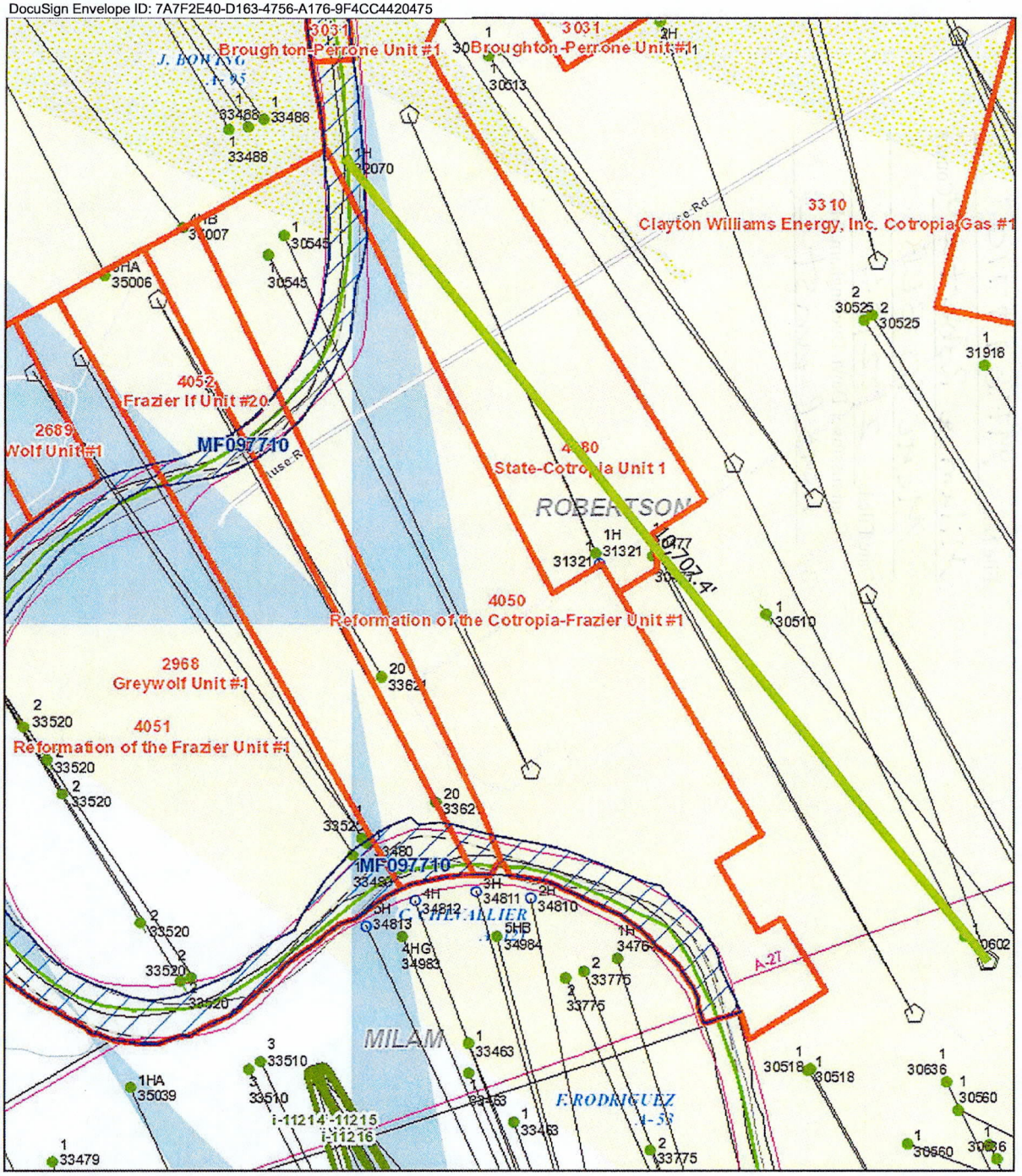


PSA #00600

Please review all copyright and disclaimer information from our webpage here. https://www.glo.texas.gov/policy/index.html. The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is not suitable for navigational purposes and does not purport to depict boundaries of private and public land.

0 0.13 0.25 0.5 mi

File No. MF097710
Milam & Robertson County
Memo to SLB
Date Filed: 2/22/24
Commissioner Dawn Buckingham, M.D.
By: MB Barnstad

MEMORANDUM

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

TIME SENSITIVE: Action Required by: (February 21, 2024)

DATE: **January 30, 2024**

TO: **Commissioner Dawn Buckingham, M.D.**

FROM: **Mary Beth Barnstone**

SUBJECT: **Production Sharing Agreement for signature**

.....

SUMMARY: Attached for your approval and signature is a Production Sharing Agreement that was approved by the School Land Board on January 30, 2024.

DETAILS: The Production Sharing Agreement will allow for the drilling of additional horizontal development wells on existing units or leases that include State mineral or royalty interests. §52.154 of the Texas Natural Resources Code gives the School Land Board authority to approve and gives the Commissioner authority to execute agreements that commit the royalty interest of the State for the benefits of production of oil and/or gas. This agreement has been reviewed and approved by Energy Resources staff and the Legal Services Division.

Document Name	**Recipient**
Production Sharing Agreement	Wildfire Energy LLC

Scamardo HCXI AC 1H allocation well
State Units: 4050 & 4080
State Lease: MF097710
Counties: Milam and Robertson

Recommendation: Please sign and return to Mary Beth Barnstone in Energy Resources

Attachment: Two Production Sharing Agreements

Thru: Nick Orman

File No. MF097710

Milam & Robertson County

Memo to Commissioner

Date Filed: 2/22/24

Commissioner Dawn Buckingham, M.D.

By: MB Bamstone

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

February 8, 2024

Ms. Megan Pena
Wildfire Energy LLC
920 Memorial Way
Suite 1400
Houston, Texas 770824

RE: Production Sharing Agreement
Scamardo HCXI AC 1H allocation well
State Units: 4050 & 4080
State Lease: MF097710
Counties: Milam and Robertson

Dear Ms. Pena,

On January 30, 2024, the School Land Board of the State of Texas approved your application to have the State enter into a Production Sharing Agreement ("PSA") for the referenced State Lease. Enclosed is an original of the PSA that has been executed by Dawn Buckingham, M.D., Commissioner of the Texas General Land Office. We have retained the other original of the PSA for our files.

Please provide our office with a recorded copy of the PSA if it is going to be recorded as soon as it is available. **After a Sharing Well is drilled, please provide a copy of the final, "as-drilled" plat showing the "Productive Drainhole Length / Allocation Factor" information, and the State tract participation and Net Revenue Interest in the well** so we can get our records set up for the payment of royalties on the well.

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

Sincerely,

Mary Beth Barnstone
Minerals Specialist
Energy Resources
Texas General Land Office
Direct number: (512)463-6818
Email: mary.barnstone@glo.texas.gov

enclosure

File No. MF097710
Milam & Robertson County
letter to Wildfire
Date Filed: 2/22/24
Commissioner Dawn Buckingham, M.D.
By: MBBamstorf

PRODUCTION SHARING AGREEMENT

STATE OF TEXAS §
§ **WITNESSETH:**
COUNTIES OF MILAM AND ROBERTSON §

Recitals

1. This Production Sharing Agreement ("**PSA**") is executed as of **NOVEMBER 1, 2023** (the "**Execution Date**") but effective as of the date of first production from the first Sharing Well drilled on the Lands (the "**Effective Date**").

2. **THE STATE OF TEXAS** ("**Interest Owner**") owns an interest in the leases, minerals, royalties and/or executive rights in or under the following described lands (the "**Lands**"):

   TRACT 6, BRAZOS RIVER, MILAM AND ROBERTSON COUNTIES, TEXAS, CONTAINING APPROXIMATELY 245 ACRES, IS BOUND ON THE NORTH BY AN EASTERLY EXTENSION OF THE NORTH LINE OF THE JENNET BOWEN SURVEY, A-95, AND IS BOUND ON THE SOUTH BY AN EASTERLY EXTENSION OF THE SOUTH LINE OF THE CHAS. CHEVAILLIER SURVEY, A-122, BOTH SURVEYS BEING IN MILAM COUNTY, TEXAS.

3. The Lands are covered by that certain **Oil and Gas Lease No. M-97710**, dated **JANUARY 7, 1997** by and between the Commissioner of the General Land Office of the State of Texas, as Lessor, and Clayton Williams Energy, Inc., and recorded at Volume 744, Page 271 of the Deed Records of Milam County, Texas, (the "**Lease**"), and by that certain **Pooling Agreement (GLO Unit No. 4050)**, dated effective **DECEMBER 2, 1997**, by and between the Commissioner of the General Land Office of the State of Texas and Clayton Williams Energy, Inc., and by that certain **Pooling Agreement (GLO Unit No. 4080)**, dated effective **SEPTEMBER 18, 2007**, by and between the Commissioner of the General Land Office of the State of Texas and Clayton Williams Energy, Inc.

4. **WILDFIRE ENERGY OPERATING LLC** ("**Operator**") owns all or a portion of the working interest in the Lease, insofar as the Lease cover the Lands, and will be operator of a Sharing Well.

5. As of the Execution Date, Operator has drilled, is drilling, or plans to drill the **SCAMARDO HCX1 AC 1H** well, API No. 42-395-32070, as a Sharing Well.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Interest Owner hereby agree as follows:

1. The following definitions shall apply for purposes of this PSA:

a. "**Allocation Factor**" means a fraction, the numerator of which is equal to that portion of the Productive Drainhole Length lying within the Lands, and the denominator of which is the total Productive Drainhole Length.

b. "**Austin Chalk Formation**" means the stratigraphic interval or its correlative equivalent occurring from 5,050 feet measured depth to 5,260 feet measured depth, as shown on the Dual Induction Log of the North Central Oil Corporation, Moses Moody Estate No. 1 Well (API No. 42-395-30349).

c. "**Horizontal Drainhole**" is the portion of a Sharing Well drilled within the Austin Chalk Formation.

d. "**Productive Drainhole Length**" is the horizontal length of the wellbore path that begins at the first Take Point of the Sharing Well and runs along the actually surveyed wellbore to the last Take Point.

e. "**Sharing Well**" means a horizontal well for which (i) the lateral displacement of the Productive Drainhole Length is greater than 100' and (ii) that traverses the Lands and other lands.

f. "**Take Point**" is any point along a Horizontal Drainhole where oil and/or gas could enter the wellbore from the Austin Chalk Formation. For the sake of clarity, the first Take Point may be a different location than the penetration point and the last Take Point may be a location different than the terminus point.

2. Interest Owner shall share in the production of oil and gas from a Sharing Well, or proceeds from the sale of such production, on the basis of Interest Owner's ownership interest in the Lands multiplied by the Allocation Factor. The production, or proceeds from the sale of production, allocated to the Lease from a Sharing Well shall be paid to Interest Owner in the Lands in the same manner as if such allocated share of production was produced entirely from the Lands (i.e., not pooled).

3. Operations on or production from a Sharing Well shall be treated as if they were actual operations on, or production from, the Lands, provided that the production, or proceeds from the sale of production, from a Sharing Well shall be allocated to the Lease in accordance with the Allocation Factor set forth above.

4. Production from any Sharing Well(s) drilled hereunder shall not create any offset obligation, whether express or implied, and as to each Sharing Well drilled, this PSA shall be deemed to constitute complete protection of Interest Owner's correlative rights. This PSA only affects production from a Sharing Well drilled hereunder, and in no way does this PSA affect ownership under any other wells drilled or to be drilled which lie solely within the Lands and that are not Sharing Wells. In the event any Sharing Well shall be plugged back or recompleted in such manner that the well no longer falls within the definition of a Sharing Well, then such well shall no longer be considered a Sharing Well

for purposes of this PSA and production and/or royalties attributable to production shall be allocated to Interest Owner in accordance with the terms of the Lease.

5. The provisions of the Lease and other agreements, division orders, transfer orders and pooling agreements, if any, covering or affecting the Lands and Lease are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise.

6. This PSA shall be effective as of the Effective Date and shall remain effective for so long as the Lease shall remain in force and effect, unless sooner terminated by Operator as provided for herein. Operator may terminate this PSA by filing a notice of termination to that effect in the records of Milam and Robertson Counties, Texas at any time that there is no Sharing Well on the Lands producing or capable of producing in paying quantities.

7. This PSA may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument.

8. This PSA may not be amended or modified except by written agreement of the Operator and Interest Owner.

[*Signature Page Follows*]

Executed as of the Execution Date but effective for all purposes as of the Effective Date.

WILDFIRE ENERGY OPERATING LLC

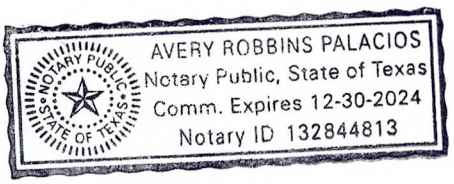
BY: _____
Joel Johnson
Vice-President, Land

STATE OF TEXAS §

COUNTY OF HARRIS §

This foregoing instrument was acknowledged before me this 1 day of November, 2023, by Joel Johnson, Vice-President, Land for WildFire Energy Operating LLC, a wholly owned subsidiary of WildFire Energy I LLC, a Delaware limited liability company, on behalf of said limited liability company.

My Commission Expires:



Avery Robbins-Palacios
NOTARY PUBLIC, STATE OF TEXAS

DocuSign Envelope ID: 223DE8F5-18F9-4FA8-905D-3D2A7403A7CE

IN WITNESS WHEREOF, the parties have executed this Agreement upon the respective dates indicated below.

Date Executed 2/7/2024

STATE OF TEXAS

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

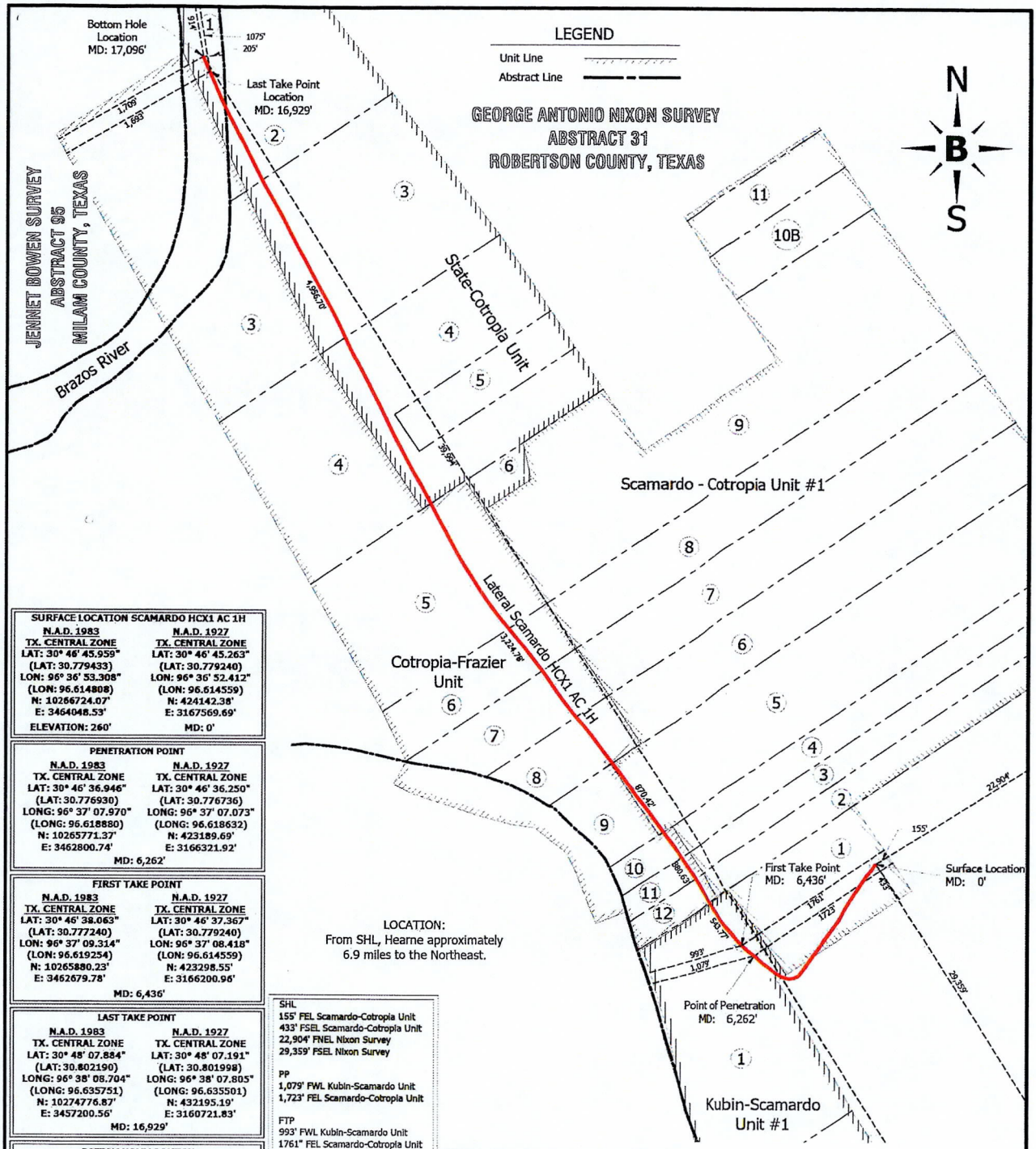
Approved:
Leas. DS
Cont. DS
Legal DS
DLC DS
Exec. DS

CERTIFICATE

I, Vicki Gonzales, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on January 30, 2024, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 7 day of February, 2024

Secretary of the School Land Board



LOCATION:
From SHL, Hearne approximately 6.9 miles to the Northeast.

SURFACE LOCATION SCAMARDO HCX1 AC 1H

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 45.959" (LAT: 30.779433)	LAT: 30° 46' 45.263" (LAT: 30.779240)
LON: 96° 36' 53.308" (LON: 96.614808)	LON: 96° 36' 52.412" (LON: 96.614559)
N: 10266724.07'	N: 424142.38'
E: 3464048.53'	E: 3167569.69'
ELEVATION: 260'	MD: 0'

PENETRATION POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 36.946" (LAT: 30.776930)	LAT: 30° 46' 36.250" (LAT: 30.776736)
LONG: 96° 37' 07.970" (LONG: 96.618880)	LONG: 96° 37' 07.073" (LONG: 96.618632)
N: 10265771.37'	N: 423189.69'
E: 3462800.74'	E: 3166321.92'
MD: 6,262'	

FIRST TAKE POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 46' 38.063" (LAT: 30.777240)	LAT: 30° 46' 37.367" (LAT: 30.779240)
LON: 96° 37' 09.314" (LON: 96.619254)	LON: 96° 37' 08.418" (LON: 96.614559)
N: 10265880.23'	N: 423298.55'
E: 3462679.78'	E: 3166200.96'
MD: 6,436'	

LAST TAKE POINT

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30° 48' 07.884" (LAT: 30.802190)	LAT: 30° 48' 07.191" (LAT: 30.801998)
LONG: 96° 38' 08.704" (LONG: 96.635751)	LONG: 96° 38' 07.805" (LONG: 96.635501)
N: 10274776.87'	N: 432195.19'
E: 3457200.56'	E: 3160721.83'
MD: 16,929'	

BOTTOM HOLE LOCATION

N.A.D. 1983 TX. CENTRAL ZONE	N.A.D. 1927 TX. CENTRAL ZONE
LAT: 30°48'09.411" (LAT: 30.802614)	LAT: 30°48'08.718" (LAT: 30.802422)
LONG: 96°38'09.433" (LONG: 96.635953)	LONG: 96°38'08.534" (LONG: 96.635704)
N: 10274928.961	N: 432347.28
E: 3457131.912	E: 3160653.18
MD: 17,096'	

SHL
155' FEL Scamardo-Cotropia Unit
433' FSEL Scamardo-Cotropia Unit
22,904' FNEL Nixon Survey
29,359' FSEL Nixon Survey

PP
1,079' FWL Kubin-Scamardo Unit
1,723' FEL Scamardo-Cotropia Unit

FTP
993' FWL Kubin-Scamardo Unit
1761' FEL Scamardo-Cotropia Unit

LTP
1693' FWL Cotropia-Frazier Unit
1075' FNWL State-Cotropia Unit

BHL
1,709' FWL Cotropia-Frazier Unit
914' FNWL State-Cotropia Unit
205' FWL Nixon Survey
39,994' FSEL Nixon Survey

UNIT	LENGTH
KUBIN - SCAMARDO UNIT #1	543.77'
SCAMARDO - COTROPIA UNIT #1	870.42'
COTROPIA - FRAIZER UNIT	4,105.41'
STATE - COTROPIA UNIT	4,956.70'

AS-COMPLETED PLAT
WILDFIRE ENERGY OPERATING, LLC
SCAMARDO HCX1 AC 1H
GEORGE ANTONIO NIXON SURVEY, A-31, ROBERTSON COUNTY, TEXAS

0' 1000' 2000'

(SCALE: 1" = 1000')

NOTE:

As-drilled data furnished by WILDFIRE ENERGY OPERATING, LLC.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Engineers and Land Surveyors.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

All record information regarding ownership, deeds and other documents of record have been provided by WILDFIRE ENERGY OPERATING, LLC.

All survey lines shown hereon are scaled location only.

This plat is true and correct to the best of my knowledge and belief, and represents pertinent data for the sole use of meeting the permitting requirements of the Railroad Commission of the State of Texas. This plat in no way is intended or implied to be a completed boundary survey.

For Bowman Consulting Group, Ltd.

Daniel Wayne Cogburn
Registered Professional Land Surveyor
Texas Registration No. 6894

Date: July 13, 2023

STATE OF TEXAS
REGISTERED
DANIEL WAYNE COGBURN
6894
PROFESSIONAL
LAND SURVEYOR

Bowman

CENTRAL TEXAS | 5054 Franklin Ave., Ste. A, Waco, TX. 76710
254.776.1519 | TBPELS# 10120600

1519 Job No.: 9360	Drawn By: DDS
Sheet 1 of 2	Checked By: REP
	Prepared For: WILDFIRE ENERGY OPERATING, LLC

UNIT ACREAGES - SCAMARDO-COTROPIA UNIT #1 (1037-557):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo	Called 236.53 Ac.	Called 37.362 Ac.	151-123
2	Marie Roper et ux	Called 71.25 Ac.	Called 34.835 Ac.	568-440
3	Lucille Collette et al	Called 71.25 Ac.	Called 34.668 Ac.	152-560
4	Lucille Collette et al	Called 71.25 Ac.	Called 34.861 Ac.	152-556
5	Marc A. Nigliazzo	Called 214.86 Ac.	Called 107.430 Ac.	350-126
6	Joe Scarpinato, et ux	Called 150 Ac.	Called 69.071 Ac.	199-200
7	Annie Camaratto et al	Called 150 Ac.	Called 65.897 Ac.	253-152
8	Joe Corlemelia et al	Called 152.69 Ac.	Called 63.509 Ac.	350-150
9	Carl Cotorpia	Called 528.4 Ac.	Called 138.743 Ac.	212-546
10B	Rosalie S. Cotropia	Called 529.3 Ac.	Called 21.069 Ac.	136-142
11	Louis M. Muse et ux	Called 79.297 Ac.	Called 17.365 Ac.	542-199

TOTAL: Called 624.810 Ac.

UNIT ACREAGES - KUBIN-SCAMARDO UNIT #1 (781-316):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo et ux	Called 358.98 Ac.	Called 83.949 Ac.	639-663
2	Agatha Merka	Called 70.376 Ac. (Tr. 1) Called 30.407 Ac. (Tr. 2) Called 30.407 Ac. (Tr. 3)	Called 67.471 Ac.	594-384
3	Helen Kubin Pope et al	Called 128.8 Ac. (2nd Tr.)	Called 61.003 Ac.	123-243
4	Helen Kubin Pope et al	Called 75.20 Ac. (Tr. 4)	Called 10.695 Ac.	123-537

TOTAL: Called 223.118 Ac.

UNIT ACREAGES - COTROPIA-FRAZIER UNIT #1 (1002-93):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Violet H. Frazier	Called 1038 Ac.	Called 44.418 Ac.	690-848
2A	State of Texas		Called 20.657 Ac.	744-271
2B	State of Texas		Called 19.399 Ac.	744-271
3	Frank Cotropia, et ux	Called 490.4 Ac.	Called 41.875 Ac.	136-135
4	Rosalie Cotropia, Trustee	Called 525.4 Ac.	Called 56.998 Ac.	136-142
5	Carl Cotropia, et ux	Called 528.4 Ac.	Called 66.957 Ac.	212-546
6	Joe Cortemelia et al	Called 152.69 Ac.	Called 26.084 Ac.	350-150
7	Annie Camaratto et al	Called 150 Ac.	Called 24.024 Ac.	253-152
8	Joe Scarpinato, et ux	Called 150 Ac.	Called 18.952 Ac.	199-200
9	Marc A. Nigliazzo, Att.	Called 214.86 Ac.	Called 12.972 Ac.	350-126
10	Lucille Collette et al	Called 71.25 Ac.	Called 5.34 Ac.	152.556
11	Lucille Collette et al	Called 71.25 Ac.	Called 5.669 Ac.	152-560
12	Marie Roper et al	Called 71.25 Ac.	Called 6.392 Ac.	568-440
13	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called1.310 Ac.	639-663

TOTAL: Called 351.047 Ac.

UNIT ACREAGES - STATE-COTROPIA UNIT (1012-686):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	State of Texas		Called 13.184 Ac.	744-271
2	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 84.969 Ac.	639-663
3	Frank Cotropia, et ux	Called 490.4 Ac.	Called 83.685 Ac.	136-135
4	Rosalie S. Cotropia	Called 525.4 Ac.	Called 75.887 Ac.	136-142
5	Louis M. Muse, et ux	Called 79.297 Ac.	Called 19.691 Ac.	542-199
6	Carl Cotropia	Called 528.4 Ac.	Called 5.238 Ac.	212-546

TOTAL: Called 282.654 Ac.

UNIT ACREAGES - MERKA FERRARA UNIT #1 (1053-153):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Sarah Ferrara	Called 143.22 Ac.	Called 67.825 Ac.	254-212
2A	Joe Scarpinato, et ux	Called 61.34 Ac. (2nd Tr.)	Called 11.322 Ac.	148-508
2B	Joe Scarpinato, et al	Called 61.34 Ac (2nd Tr.)	Called 10.452 Ac.	175-195
3A	Joe Scarpinato, Jr. et ux	Called 70.986 Ac.	Called 10.216 Ac.	317-993
3B	Joe Scarpinato, Jr. et al	Called 70.986 Ac.	Called 11.293 Ac.	317-993
6A	Helen Kubin Pope et al	Called 128 Ac.	Called 24.363 Ac.	123-243
6B	Helen Kubin Pope et al	Called 128 Ac.	Called 35.788 Ac.	123-243
7A	Mrs. Edward Ruby Merka	Called 18.620 Ac.	Called 3.399 Ac.	283-705
7B	Mrs. Edward Merka	Called 18.620 Ac.	Called 5.187 Ac.	283-705
8A	Carolyn M. Chapman,etvir	Called 6.207 Ac.	Called 1.103 Ac.	584-608
8B	Carolyn M. Chapman,etvir	Called 6.207 Ac.	Called 1.727 Ac.	584-608
9A	Charles Evan Benbow	Called 6.207 Ac.	Called 1.098 Ac.	531-416
9B	Charles Evan Benbow	Called 6.207 Ac.	Called 1.728 Ac.	531-416
5A	Mrs. Edward Ruby Merka	Called 6.207 Ac.	Called 1.094 Ac.	115-139
5B	Mrs. Edward Merka	Called 6.207 Ac.	Called 1.729 Ac.	115-139
10A	Frances Lasloskie, et vir	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 6.441 Ac.	237-510
10B	Frances Lasloskie, et vir	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 10.344 Ac.	237-510
11A	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 8.856 Ac.	270-406
11B	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 11.236 Ac.	270-406

TOTAL: Called 225.201 Ac.

UNIT ACREAGES - SCAMARDO-KUBIN UNIT #1 (1051-43):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo, et ux	Called 263.53 Ac.	Called 58.254 Ac.	
2A	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 4.181 Ac.	
2B	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 13.961 Ac.	
3A	Helen Kubin Pope, et al	Called 128 Ac. (1st Tr.)	Called 50.365 Ac.	
3B	Helen Kubin Pope, et al	Called 1128 Ac. (2nd Tr.)	Called 12.541 Ac.	
4	Joe Scarpinato, et al	Called 70.986 Ac.	Called 4.227 Ac.	
5	Joe Scarpinato, et al	Called 61.34 Ac.	Called 4.611 Ac.	
6A	Mrs. Edward Merka	Called 18.620 Ac.	Called 6.691 Ac.	
6B	Mrs. Edward Merka	Called 6.207 Ac.	Called 2.228 Ac.	
7	Carolyn M. Chapman	Called 6.207 Ac.	Called 2.253 Ac.	
8	Charles Evan Benbow	Called 6.207 Ac.	Called 2.241 Ac.	
9	Frances M. Laskoskie	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 13.054 Ac.	
10	Gathan J. Restino et ux	Called 137.5 Ac.	Called 10.001 Ac.	

TOTAL: Called 184.508 Ac.

UNIT ACREAGES - COTROPIA-McCRADY #1 (1037-540):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1A	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 95.176 Ac.	639-663
1B	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 28.361 Ac.	639-663
1C	Mary G. Perrone, Trustee	Called 80.19 Ac.	Called 6.776 Ac.	639-663
2A	Frank Cotropia et ux	Called 490.4 Ac.	Called 44.698 Ac.	36-135
2B	Frank Cotropia et ux	Called 490.4 Ac.	Called 60.250 Ac.	36-135
3A	Rosalie S. Cotropia	Called 529.3 Ac.	Called 34.374 Ac.	136-142
3B	Rosalie S. Cotropia	Called 529.3 Ac.	Called 9.865 Ac.	136-142

TOTAL: Called 279.500 Ac.

UNIT ACREAGES
WILDFIRE ENERGY OPERATING, LLC
SCAMARDO HCX1 AC 1H
GEORGE ANTONIO NIXON SURVEY, A-31, ROBERTSON COUNTY, TEXAS

NOTE:

This plat represents the approximate planned location of the wellbores and exact as drilled well locations may differ. Production allocations shall be made based on the actual "as-drilled" location of the wells.

All record information regarding ownership, deeds and other documents of record have been provided by WILDFIRE ENERGY OPERATING, LLC.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Engineers and Land Surveying.

All survey lines shown hereon are scaled location only.

Bowman
CENTRAL TEXAS | 5054 Franklin Ave., Ste. A, Waco, TX. 76710
254.776.1519 | TBPELS# 10120600

1519 Job No.: 9360	Drawn By: DDS
Sheet 2 of 2	Checked By: JEM
	Prepared For: WILDFIRE ENERGY OPERATING, LLC

DocuSign

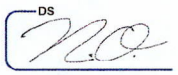
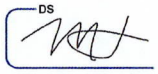
Certificate Of Completion

Envelope Id: 223DE8F518F94FA8905D3D2A7403A7CE
Status: Completed
Subject: Energy Resources: Production Sharing Agreement Wildfire Units 4050 & 4080
Source Envelope:
Document Pages: 8
Signatures: 0
Certificate Pages: 2
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Conroy Swan
1700 Congress Ave
Austin, TX 78701
conroy.swan@glo.texas.gov
IP Address: 104.7.223.136

Record Tracking

Status: Original
1/31/2024 2:20:17 PM
Holder: Conroy Swan
conroy.swan@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chase Brockman chase.brockman@glo.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.193	Sent: 1/31/2024 2:24:31 PM Viewed: 1/31/2024 2:25:44 PM Signed: 1/31/2024 2:25:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Nick Orman nick.orman@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 204.65.210.47	Sent: 1/31/2024 2:25:54 PM Viewed: 2/2/2024 12:36:50 PM Signed: 2/2/2024 2:26:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.220	Sent: 2/2/2024 2:26:48 PM Viewed: 2/2/2024 5:31:19 PM Signed: 2/2/2024 5:32:05 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 204.65.210.201	Sent: 2/2/2024 5:32:07 PM Viewed: 2/5/2024 11:01:25 AM Signed: 2/5/2024 11:01:32 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Caesare Peterson caesare.peterson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/31/2024 2:24:30 PM
Mary Barnstone mary.barnstone@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/31/2024 2:24:31 PM Viewed: 2/6/2024 7:53:41 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/31/2024 2:24:30 PM
Certified Delivered	Security Checked	2/5/2024 11:01:25 AM
Signing Complete	Security Checked	2/5/2024 11:01:32 AM
Completed	Security Checked	2/5/2024 11:01:32 AM
Payment Events	**Status**	**Timestamps**

File No. MF097710
Milam & Robertson County
PSA for Units 4050 & 4080
Date Filed: 2/22/24
Commissioner Dawn Buckingham, M.D.
By: MB Bamstone

Information for processing an Internal Non-Unit Transaction (iNut)

Length of Lateral

iNut No. 13124

GENERAL INFORMATION

Name of Well: Scamardo HXC AC #1H (alloc) API # 42-395-32070

Name of Operator: Wildfire Energy Operating, LLC RRC # 03-28002

Operator Contact Person: Megan Pena Phone: 832-558-0089

Counties: Robertson

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

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Particpation by Unit/Lease
RF	4050/MF097710	10,476.30	4,105.41	0.02852609	0.25000000	0.04471475	0.01117869
RF	4080/MF097710	10,476.30	4,956.70	0.01166090	0.25000000	0.02206870	0.00551718
Totals:						0.06678346	**0.01669586**
Effective Date:	06/16/2022						**State Net Royalty Revenue in Well**

Name of Production Sharing Agreement, if any:

Comments: iNut crosses Units 4050 & 4080. Well spud 6/16/2022. First production 6/2023. Final, as-drilled plat received on 10/27/2023. PSA received 11/13/2023. Subject to PSA#00600.

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

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

Prepared by: MB Alamo updated by: MB WI updated by: MB

RAM approval by: VD GIS updated by: RL

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

INUT230001

Unit Number	*13124*				
Operator Name	*Wildfire Energy Operating, LLC*			***Effective Date***	*06/16/2022*
Customer ID	*C000087797*			***Unitized For***	*Oil And Gas*
Unit Name	*Scamardo HXC AC #1H (alloc)*			***Unit Term***	
County 1	*Milam*	***RRC District 1***	*01*	***Old Unit Number***	***Inactive Status Date***
County 2	*Robertson*	***RRC District 2***	*05*		
County 3		***RRC District 3***			
County 4		***RRC District 4***			
Unit type	*iNut*				
State Net Revenue Interest	***Oil***	*0.01669586*			
State Part in Unit		*0.06678346*			
Unit Depth	*Allow All Depths*				
From Depth					
To Depth					

Well

Formation

Participation Basis ***Length of Lateral***

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*
MF097710		0.000000	0.000000	0.06678346	O/G	0.25000000	0.01669586	No

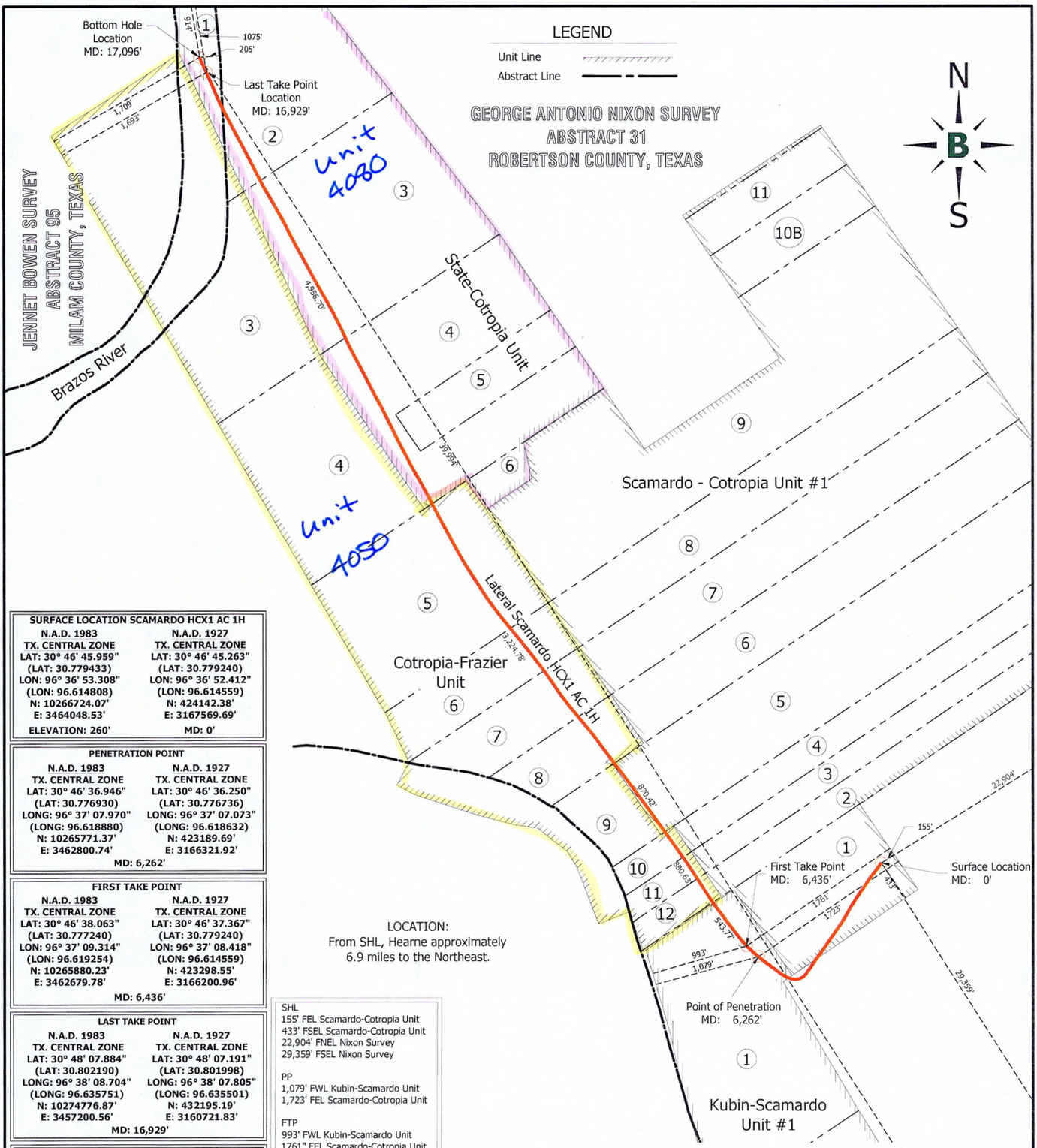
API Number
4239532070

Remarks: iNut crosses Units 4050 & 4080. Well spud 6/16/2022. First production 6/2023. Final, as-drilled plat received on 10/27/2023. PSA received 11/13/2023. Subject to PSA#00600.

Prepared By:	MB	***Prepared Date:***	2/22/24
GLO Base Updated By:	MB	***GLO Base Date:***	2/22/24
RAM Approval By:	VD	***RAM Approval Date:***	2/22/24
GIS By:	RL	***GIS Date:***	3/1/24
Well Inventory By:	MB	***WI Date:***	2/22/24

INut

42 - 395 - 32070



SURFACE LOCATION SCAMARDO HCX1 AC 1H

N.A.D. 1983	N.A.D. 1927
TX. CENTRAL ZONE	TX. CENTRAL ZONE
LAT: 30° 46' 45.959"	LAT: 30° 46' 45.263"
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LON: 96° 36' 53.308"	LON: 96° 36' 52.412"
(LON: 96.614808)	(LON: 96.614559)
N: 10266724.07'	N: 424142.38'
E: 3464048.53'	E: 3167569.69'
ELEVATION: 260'	MD: 0'

PENETRATION POINT

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E: 3457131.912	E: 3160653.18
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433' FSEL Scamardo-Cotropia Unit
22,904' FNEL Nixon Survey
29,359' FSEL Nixon Survey

PP
1,079' FWL Kubin-Scamardo Unit
1,723' FEL Scamardo-Cotropia Unit

FTP
993' FWL Kubin-Scamardo Unit
1761" FEL Scamardo-Cotropia Unit

LTP
1693' FWL Cotropia-Frazier Unit
1075' FNWL State-Cotropia Unit

BHL
1,709' FWL Cotropia-Frazier Unit
914' FNWL State-Cotropia Unit
205' FWL Nixon Survey
39,994' FSEL Nixon Survey

UNIT	LENGTH
KUBIN - SCAMARDO UNIT #1	543.77'
SCAMARDO - COTROPIA UNIT #1	870.42'
COTROPIA - FRAIZER UNIT	4,105.41'
STATE - COTROPIA UNIT	4,956.70'

AS-COMPLETED PLAT
WILDFIRE ENERGY OPERATING, LLC
SCAMARDO HCX1 AC 1H
GEORGE ANTONIO NIXON SURVEY, A-31, ROBERTSON COUNTY, TEXAS

0' 1000' 2000'

(SCALE: 1" = 1000')

NOTE:

As-drilled data furnished by WILDFIRE ENERGY OPERATING, LLC.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Engineers and Land Surveyors.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

All record information regarding ownership, deeds and other documents of record have been provided by WILDFIRE ENERGY OPERATING, LLC.

All survey lines shown hereon are scaled location only.

This plat is true and correct to the best of my knowledge and belief, and represents pertinent data for the sole use of meeting the permitting requirements of the Railroad Commission of the State of Texas. This plat in no way is intended or implied to be a completed boundary survey.

For Bowman Consulting Group, Ltd.

Daniel Wayne Cogburn
Registered Professional Land Surveyor
Texas Registration No. 6894

Date: July 13, 2023

STATE OF TEXAS
REGISTERED
DANIEL WAYNE COGBURN
6894
PROFESSIONAL
LAND SURVEYOR

Bowman
CENTRAL TEXAS | 5054 Franklin Ave., Ste. A, Waco, TX. 76710
254.776.1519 | TBPELS# 10120600

1519 Job No.: 9360	Drawn By: DDS
Sheet 1 of 2	Checked By: REP
	Prepared For: WILDFIRE ENERGY OPERATING, LLC

UNIT ACREAGES - SCAMARDO-COTROPIA UNIT #1 (1037-557):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo	Called 236.53 Ac.	Called 37.362 Ac.	151-123
2	Marie Roper et ux	Called 71.25 Ac.	Called 34.835 Ac.	568-440
3	Lucille Collette et al	Called 71.25 Ac.	Called 34.668 Ac.	152-560
4	Lucille Collette et al	Called 71.25 Ac.	Called 34.861 Ac.	152-556
5	Marc A. Nigliazzo	Called 214.86 Ac.	Called 107.430 Ac.	350-126
6	Joe Scarpinato, et ux	Called 150 Ac.	Called 69.071 Ac.	199-200
7	Annie Camaratto et al	Called 150 Ac.	Called 65.897 Ac.	253-152
8	Joe Corlemelia et al	Called 152.69 Ac.	Called 63.509 Ac.	350-150
9	Carl Cotorpia	Called 528.4 Ac.	Called 138.743 Ac.	212-546
10B	Rosalie S. Cotropia	Called 529.3 Ac.	Called 21.069 Ac.	136-142
11	Louis M. Muse et ux	Called 79.297 Ac.	Called 17.365 Ac.	542-199

TOTAL: Called 624.810 Ac.

UNIT ACREAGES - KUBIN-SCAMARDO UNIT #1 (781-316):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo et ux	Called 358.98 Ac.	Called 83.949 Ac.	639-663
2	Agatha Merka	Called 70.376 Ac. (Tr. 1) Called 30.407 Ac. (Tr. 2) Called 30.407 Ac. (Tr. 3)	Called 67.471 Ac.	594-384
3	Helen Kubin Pope et al	Called 128.8 Ac. (2nd Tr.)	Called 61.003 Ac.	123-243
4	Helen Kubin Pope et al	Called 75.20 Ac. (Tr. 4)	Called 10.695 Ac.	123-537

TOTAL: Called 223.118 Ac.

UNIT ACREAGES - COTROPIA-FRAZIER UNIT #1 (1002-93):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Violet H. Frazier	Called 1038 Ac.	Called 44.418 Ac.	690-848
2A	State of Texas		Called 20.657 Ac.	744-271
2B	State of Texas		Called 19.399 Ac.	744-271
3	Frank Cotropia, et ux	Called 490.4 Ac.	Called 41.875 Ac.	136-135
4	Rosalie Cotropia, Trustee	Called 525.4 Ac.	Called 56.998 Ac.	136-142
5	Carl Cotropia, et ux	Called 528.4 Ac.	Called 66.957 Ac.	212-546
6	Joe Cortemelia et al	Called 152.69 Ac.	Called 26.084 Ac.	350-150
7	Annie Camaratto et al	Called 150 Ac.	Called 24.024 Ac.	253-152
8	Joe Scarpinato, et ux	Called 150 Ac.	Called 18.952 Ac.	199-200
9	Marc A. Nigliazzo, Att.	Called 214.86 Ac.	Called 12.972 Ac.	350-126
10	Lucille Collette et al	Called 71.25 Ac.	Called 5.34 Ac.	152.556
11	Lucille Collette et al	Called 71.25 Ac.	Called 5.669 Ac.	152-560
12	Marie Roper et al	Called 71.25 Ac.	Called 6.392 Ac.	568-440
13	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called1.310 Ac.	639-663

TOTAL: Called 351.047 Ac.

UNIT ACREAGES - STATE-COTROPIA UNIT (1012-686):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	State of Texas		Called 13.184 Ac.	744-271
2	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 84.969 Ac.	639-663
3	Frank Cotropia, et ux	Called 490.4 Ac.	Called 83.685 Ac.	136-135
4	Rosalie S. Cotropia	Called 525.4 Ac.	Called 75.887 Ac.	136-142
5	Louis M. Muse, et ux	Called 79.297 Ac.	Called 19.691 Ac.	542-199
6	Carl Cotropia	Called 528.4 Ac.	Called 5.238 Ac.	212-546

TOTAL: Called 282.654 Ac.

UNIT ACREAGES - MERKA FERRARA UNIT #1 (1053-153):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Sarah Ferrara	Called 143.22 Ac.	Called 67.825 Ac.	254-212
2A	Joe Scarpinato, et ux	Called 61.34 Ac. (2nd Tr.)	Called 11.322 Ac.	148-508
2B	Joe Scarpinato, et al	Called 61.34 Ac (2nd Tr.)	Called 10.452 Ac.	175-195
3A	Joe Scarpinato, Jr. et ux	Called 70.986 Ac.	Called 10.216 Ac.	317-993
3B	Joe Scarpinato, Jr. et al	Called 70.986 Ac.	Called 11.293 Ac.	317-993
6A	Helen Kubin Pope et al	Called 128 Ac.	Called 24.363 Ac.	123-243
6B	Helen Kubin Pope et al	Called 128 Ac.	Called 35.788 Ac.	123-243
7A	Mrs. Edward Ruby Merka	Called 18.620 Ac.	Called 3.399 Ac.	283-705
7B	Mrs. Edward Merka	Called 18.620 Ac.	Called 5.187 Ac.	283-705
8A	Carolyn M. Chapman,etvir	Called 6.207 Ac.	Called 1.103 Ac.	584-608
8B	Carolyn M. Chapman,etvir	Called 6.207 Ac.	Called 1.727 Ac.	584-608
9A	Charles Evan Benbow	Called 6.207 Ac.	Called 1.098 Ac.	531-416
9B	Charles Evan Benbow	Called 6.207 Ac.	Called 1.728 Ac.	531-416
5A	Mrs. Edward Ruby Merka	Called 6.207 Ac.	Called 1.094 Ac.	115-139
5B	Mrs. Edward Merka	Called 6.207 Ac.	Called 1.729 Ac.	115-139
10A	Frances Lasloskie, et vir	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 6.441 Ac.	237-510
10B	Frances Lasloskie, et vir	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 10.344 Ac.	237-510
11A	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 8.856 Ac.	270-406
11B	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 11.236 Ac.	270-406

TOTAL: Called 225.201 Ac.

UNIT ACREAGES - SCAMARDO-KUBIN UNIT #1 (1051-43):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1	Pete L. Scamardo, et ux	Called 263.53 Ac.	Called 58.254 Ac.	
2A	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 4.181 Ac.	
2B	Agatha Merka	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 13.961 Ac.	
3A	Helen Kubin Pope, et al	Called 128 Ac. (1st Tr.)	Called 50.365 Ac.	
3B	Helen Kubin Pope, et al	Called 1128 Ac. (2nd Tr.)	Called 12.541 Ac.	
4	Joe Scarpinato, et al	Called 70.986 Ac.	Called 4.227 Ac.	
5	Joe Scarpinato, et al	Called 61.34 Ac.	Called 4.611 Ac.	
6A	Mrs. Edward Merka	Called 18.620 Ac.	Called 6.691 Ac.	
6B	Mrs. Edward Merka	Called 6.207 Ac.	Called 2.228 Ac.	
7	Carolyn M. Chapman	Called 6.207 Ac.	Called 2.253 Ac.	
8	Charles Evan Benbow	Called 6.207 Ac.	Called 2.241 Ac.	
9	Frances M. Laskoskie	Called 10.64 Ac Called 5.32 Ac. Called 21.28 Ac.	Called 13.054 Ac.	
10	Gathan J. Restino et ux	Called 137.5 Ac.	Called 10.001 Ac.	

TOTAL: Called 184.508 Ac.

UNIT ACREAGES - COTROPIA-McCRADY #1 (1037-540):

No.	Owner	Base Deed Acreage	Unit Acreage	Reference
1A	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 95.176 Ac.	639-663
1B	Mary G. Perrone, Trustee	Called 358.98 Ac.	Called 28.361 Ac.	639-663
1C	Mary G. Perrone, Trustee	Called 80.19 Ac.	Called 6.776 Ac.	639-663
2A	Frank Cotropia et ux	Called 490.4 Ac.	Called 44.698 Ac.	36-135
2B	Frank Cotropia et ux	Called 490.4 Ac.	Called 60.250 Ac.	36-135
3A	Rosalie S. Cotropia	Called 529.3 Ac.	Called 34.374 Ac.	136-142
3B	Rosalie S. Cotropia	Called 529.3 Ac.	Called 9.865 Ac.	136-142

TOTAL: Called 279.500 Ac.

UNIT ACREAGES
WILDFIRE ENERGY OPERATING, LLC
SCAMARDO HCX1 AC 1H
GEORGE ANTONIO NIXON SURVEY, A-31, ROBERTSON COUNTY, TEXAS

NOTE:

This plat represents the approximate planned location of the wellbores and exact as drilled well locations may differ. Production allocations shall be made based on the actual "as-drilled" location of the wells.

All record information regarding ownership, deeds and other documents of record have been provided by WILDFIRE ENERGY OPERATING, LLC.

Bearings, distances, and acreage shown hereon are based on Grid North, State Plane Coordinate System, NAD 27, Texas Central Zone.

This exhibit is not a full and complete boundary survey and is not intended to meet the minimum standards of the Texas Board of Professional Engineers and Land Surveying.

All survey lines shown hereon are scaled location only.

Bowman
CENTRAL TEXAS | 5054 Franklin Ave., Ste. A, Waco, TX. 76710
254.776.1519 | TBPELS# 10120600

1519 Job No.: 9360	Drawn By: DDS
Sheet 2 of 2	Checked By: JEM
	Prepared For: WILDFIRE ENERGY OPERATING, LLC

SCAMARDO HCX1 AC 1H

Unit	Unit Tract Number(s)	GLO Acreage	Gross Unit Acreage	GLO Lease	RI	Unit NRI	Producing Lateral Length in Unit	Total Producing Lateral Length	Lateral Unit Allocation Percentage	GLO NRI Totals
Kubin - Scamardo Unit #1	N/A	0.000	223.118	N/A	0%	0.000	543.77	10476.3	5.19%	0.000
Scamardo - Cotropia Unit #1	N/A	0.000	624.81	N/A	0%	0.000	870.42	10476.3	8.31%	0.000
Cotropia - Fraizer Unit	2A and 2B	40.056	351.047	M-97710	25%	0.02852609	4105.41	10476.3	39.19%	0.01117869
State - Cotropia Unit	1	13.184	282.654	M-97710	25%	0.01166090	4956.7	10476.3	47.31%	0.00551718
										0.01669587

Mary Barnstone

Mary Barnstone
From: Mary Barnstone
Sent: Friday, October 27, 2023 11:38 AM
To: Megan Pena
Cc: Joel Johnson
Subject: RE: Memo agreement

Hi Megan,

In order to set the Scamardo HCX1 AC 1H (API No. 42- 395-32070) for royalty reporting, I need a PSA for Units 4050 and 4080, the two State Units that this wells traverses. Because these units in a river lease, the PSA requires School Land Board approval.

and as to those depths below 100 feet below the unitized interval (described in paragraph 3 above) (texas.gov)

glo-signature-block-page---psf-with-slb-certificate.pdf (texas.gov)

Once I have the PSA, I can set the well up for reporting.

Thank you,

Mary Beth

Mary Beth Barnstone
Minerals Specialist - Energy Resources -Texas General Land Office
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840
Austin, Texas 78701
(512)463-6818 direct

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)
Wednesday: 7:00am – 5:30pm (remote)

From: Megan Pena <megan@wildfire-energy.com>
Sent: Friday, October 27, 2023 11:22 AM
To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>
Cc: Joel Johnson <jjohnson@wildfire-energy.com>
Subject: [EXTERNAL] FW: Memo agreement

Good morning, Mary Beth,

The Scamardo HCX1 AC 1H (API No. 42- 395-32070) is an Allocation well that was drilled through 4 existing units, 2 of which the GLO has an interest in – the Cotropia-Frazier Unit and the State-Cotropia Unit.

I have attached a spreadsheet of the GLO's allocated interest per unit as well as the As-Completed Plat. The GLO's NRI in this well is **0.01669587.**

Will you please send me what all documents the GLO requires to have this well setup in your system?

Thank you!

Megan Peña
Sr. Landman
WildFire Energy LLC
920 Memorial City Way, Ste 1400
Houston, TX 77024
(832) 558-0089

From: Jeremy Howard <Jeremy.Howard@whitleypenn.com>
Sent: Thursday, October 26, 2023 1:38 PM
To: Megan Pena <megan@wildfire-energy.com>; Twyla Schulz <tschulz@wildfire-energy.com>; Sterling Randolph <SRandolph@wildfire-energy.com>
Subject: FW: Memo agreement

Megan,

We have GLO interest on well 23073. Can you submit to the GLO the below items so they can produce the memo agreement when you have a moment?

From: Verdis Daniels <verdis.daniels@glo.texas.gov>
Sent: Thursday, October 26, 2023 1:35 PM
To: Jeremy Howard <Jeremy.Howard@whitleypenn.com>
Subject: RE: Memo agreement

This Message Is From an External Sender

Jeremy,

We do not have a Unit Agreement Memos on this well. Make sure our Land Department has a PSA on file. Also submit the final, as-drilled plats, allocation factors and first production date.

Verdis Daniels Jr | (512) 463-5415 | Administrative Assistant, Minerals Review | Texas General Land Office | 7:00a-4:00p | RRAC Team email: glo123@glo.texas.gov | verdis.daniels@glo.texas.gov

From: Jeremy Howard <Jeremy.Howard@whitleypenn.com>
Sent: Thursday, October 26, 2023 1:24 PM
To: Verdis Daniels <verdis.daniels@glo.texas.gov>
Subject: [EXTERNAL] Memo agreement

Hello,

Could you please send me the memo agreement for the Scamardo HCX1 AC 1H RRC 03-28002

Jeremy Howard
Assistant Controller | Energy Accounting & Consulting
Client Advisory & Accounting Services (CAAS)
Jeremy.Howard@Whitleypenn.com
713-386-1141 Direct
832.257.6674 Mobile

whitleypenn
whitleypenn.com

HLB
THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

File No. MF 097710
Milam & Robertson County
1 Nut 13124
Date Filed: 2/22/24
Commissioner Dawn Buckingham, M.D.
By: MB Barnstone