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Archives and Records Staff

MF064847

#10162

#1041

State Lease	Control	Base File	County
MF064847	15-133166	155577	LOVING

Survey	H & T C RY CO	
Block	33	
Block Name		
Township		
Section/Tract	74	
Land Part		
Part Description	NE/2 OF NE/2	
Acres	160	
Depth Below	Depth Above	Depth Other
0	0	
Name	GETTY OIL CO	
Lease Date	8/4/1970	
Primary Term	5 yrs	
Bonus (\$)	\$16,348.00	
Rental (\$)	\$5.00	
Lease Royalty	0.2000	

Leasing:

Analyst:

Maps:

GIS: MC

Extension Bonus \$3000.00 8-4-75/9-3-75

STATE LEASE

64847

4
151

✓ ✓ ✓
✓ ✓ ✓
✓ ✓ ✓
✓ ✓ ✓
✓ ✓ ✓
✓ ✓ ✓

9-3-75/10-3-75
10-3-75/11-2-75
11-2-75/12-2-75
12-2-75/1-1-76
1-1-76/1-31-76
1-31-76/2-30-76

COUNTY: Loving
TRACT : Sec. 74, Blk. 33, H&TC Ry. Co.
PART : NE/2 of NE/2
ACRES : 160
LESSEE : Getty Oil Company
DATE : 8-4-70
TERM : 5 Years
BONUS : \$16,348.00
RENTAL: \$5.00
FILE : 134305

800.00

Legal _____
Rental John
Min. Ac. _____
Min. Map John
Press to _____

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Betty Oil Co.
Midland, Texas
LF 7-16-75

Cert. of Fact
10-04-83

Cotton, Bledsoe, Tighe & Dawson
Midland, Texas

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MINERAL LEASE APPLICATION
(Oil and Gas Lease)

To The Commissioner of the General Land Office
and The School Land Board
Austin, Texas

By virtue of Article 5421c, Vernon's Civil Statutes, and other applicable laws, providing for the leasing of river beds and channels, unsold surveyed school lands, and areas within tidewater limits including islands, lakes, salt water lakes, bays, inlets, marshes, reefs, the bed of the sea, and that portion of the Gulf of Mexico within the jurisdiction of the State of Texas, I herewith tender my application for the following area:

91605

91606

Mgl. No.	Survey	Tract	Blk	Tsp	Original Grantee	Acres	Designated Area	County
8	74	NE/2 of NE/2	33		H&TC Ry. Co.	160		Loving

(Only one tract may be included in this application, and it must be described the same as in the advertised list.)

I accept and agree to the terms and requirements of said statutes, and I agree to pay to the State of Texas at the General Land Office, Austin, Texas, one-sixth (1/6) of the gross production of oil and/or gas, or the value of same that may be produced thereon.

And beginning with the second year of the lease, I agree to pay delay rental in the sum of Five Dollars (\$5.00) per acre, which shall operate as a 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 of my lease.

If production in commercial quantities should be secured within the five year primary term, or any extension thereof, my lease shall continue as long thereafter as oil or gas is produced therefrom in commercial quantities.

IN ADDITION TO THE ABOVE, I HEREBY BID AND ENCLOSE HERewith AS
A CASH BONUS THE SUM OF Sixteen Thousand Three Hundred Forty-eight and
no/100-----(\$16,348.00)----- DOLLARS.

There is also attached remittance in the amount of One Hundred Sixty-three
and 48/100-----(\$163.48)----- Dollars, being 1% of the cash bonus offered as a
special sale fee as provided in Article 5382d-1, Vernon's Civil Statutes.

RECEIVED IN THE GENERAL
LAND OFFICE ON OR BEFORE
10 A.M. 8-4-70

GETTY OIL COMPANY

By James B. Davis
(Applicant) James B. Davis

Post Office Box 1231
(Address)

Midland, Texas 79701
(Post Office)

August 4, 1970
(Date)

CERTIFICATE

I, Richard H. Keahey, Secretary of the School Land Board, do hereby certify that at a regular meeting of said Board held in the General Land Office, Austin, Texas, on the 4th day of August, A. D., 1920, the above application No. 61011 was accepted, all of which is shown in Vol. 26, Page , of the Minutes of said Board.

Given under my hand this the 4th day of August, A. D., 1920, at Austin, Texas.

Richard H. Keahey
Secretary of the School Land Board

APPLICATION NO. 61011

The State of Texas General Land Office



Austin, Texas

OIL AND GAS LEASE No. 64847

WHEREAS, Pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and subject to all rules and regulations promulgated by the Commissioner of the General Land Office, pursuant to Article 5366 V.C.S. and other applicable statutes and amendments thereto, governing drilling and producing operations, and other applicable laws, the following area, to-wit:

NE/2 of NE/2 of Section 74, Block 33, H & TC Ry. Co. Survey, Loving County, containing 160 acres, as shown on the official map of Loving County now on file in the General Land Office,

was, after being duly advertised, offered for lease on the 4 day of August, 1970, 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.

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 4 day of August, 1970, and it was found and determined that _____

GETTY OIL COMPANY

whose address is Post Office Box 1231, Midland, Texas 79701,
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, JERRY SADLER, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of _____

Sixteen Thousand Three Hundred Forty-Eight and No/100 dollars
(\$ 16,348.00) 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 _____

Getty Oil Company

the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area for a period of FIVE (5) YEARS and as long thereafter as oil and/or gas is produced therefrom in commercial quantities, upon the following terms and conditions, to-wit:

1. Subject to the other provisions hereof, this lease shall be for a primary term of FIVE (5) YEARS and as long thereafter as oil or gas is produced in paying quantities.

2. If no well be commenced on the land hereby leased on or before the 4 day of August, 1971, 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 and No/100 dollars
(\$ 5.00), per acre, which shall operate as a 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.

3. When production of oil and/or gas is secured, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office at Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) 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, one-sixth (1/6)

of the value of the gross production. Said value shall be based on 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, or the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is the greatest. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run through an adequate oil and gas separator on the lease 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) As royalty on any gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well and sold by Lessee, or used by Lessee for purposes which are not exempted from royalty payments (except as provided herein with respect to gas processed in a plant on a percentage basis for the extraction of gasoline,

liquid hydrocarbons or other products) one-sixth (1/6) of the value of the gross production, but in no event shall the royalty be based on a price of less than the highest market price paid or offered for gas in the general area, or the price paid or offered to the producer, whichever is the greater; provided that the maximum base pressure 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.

(C) As royalty on any gas processed for the recovery of gasoline or other liquid hydrocarbons, one-sixth (1/6)

of the value of the gas processed. Lessee agrees that the value of such processed gas shall be the value of the liquid hydrocarbons recovered therefrom, plus one hundred per cent (100%) of the value of this lease's proportionate share (being that portion returnable to this lease) of the residue sold from the plant. The State's royalty shall be paid on the basis of the average selling price of residue gas and the respective grades of liquid hydrocarbons, F.O.B. at the plant in which said gas is used for the same month in which the gas was delivered, provided that the price shall not be less than the average of prices quoted in one or more of the leading periodicals of the industry for similar grades of liquid hydrocarbons and residue gas in the territory, or the price accruing to the Lessee, whichever is the greater. The value of all liquid hydrocarbons shall be determined as follows:

(1) On the basis of 50% of the value of the liquid hydrocarbon content of the gas as determined at the wellhead by the split-stream method of testing or the most approved method of testing being used by the industry at the time of testing, or

(2) That per cent of the value of liquid hydrocarbon content of the gas which accrues to the Lessee, or

(3) 50% of the value of liquid hydrocarbons actually recovered, or

(4) That per cent of the value of the liquid hydrocarbons actually recovered which accrues to the Lessee; whichever is the greatest.

(D) 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, the value of

one-sixth (1/6) of the production used or disposed of by sale or otherwise by Lessee, the value to be determined as follows:

(1) On the basis of the average sale price of the product, F.O.B. at the plant for the same month in which the production is secured, or

(2) On the basis of the average price received by the seller for any of the by-products at the point of delivery, or

(3) On the basis of the average of prices quoted in one or more of the leading periodicals of the industry for similar grades of said products in the territory; whichever is the greatest.

(E) No royalty shall be payable on gas used by Lessee for operations on the leased premises. No royalty shall be payable on any gas as may represent Lessee's proportionate share of any fuel used in compressing such gas or as fuel in any processing plant or other facility. Subject to the consent in writing of the Commissioner of the General Land Office, Lessee may inject gas into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so injected 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.

(F) Lessee agrees to use reasonable diligence to prevent the underground or above ground waste of oil or gas, and to avoid the physical waste of gas produced from the leased premises, Lessee shall either market said gas or use same beneficially in operations on the leased premises. Commencing ninety (90) days from the date of initial production hereunder, if waste of gas occurs

by blowing, flaring, release, venting, escape or otherwise, Lessee shall pay Lessor a royalty of _____

one-sixth (1/6) of the market value thereof, or in the event that there may not be a market for such gas, the royalty shall be based on the market value of gas of comparable quality in the closest vicinity where there is a market for such gas, but in no event shall such value be less than ten cents (10c) per M.C.F.

4. All royalties shall be paid to the Commissioner of the General Land Office at Austin, Texas, during the life of this lease, on or before the 30th day of each succeeding month, for the month in which the oil and/or gas was produced, and shall be accompanied by a sworn statement of the owner, manager, or other authorized agent, showing the gross amount of oil produced since the last report, and the amount of all dry gas, residue gas, casinghead gas, and other products produced therefrom, sold or used for the manufacture of gasoline, and the market value of the oil, dry gas, residue gas, casinghead gas, and other products produced therefrom, together with a copy of all daily gauges of tanks, meter readings, pipeline receipts, gas line receipts and other checks and memoranda of the amounts produced and put into pipelines, tanks or pools and gas lines or gas storage. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office.

5. The books and accounts, receipts and discharges of all wells, tanks, pools, meters, pipelines and all contracts and other records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises 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. The State shall have a first lien upon all oil and/or gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due under this lease.

6. 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 therefrom.

7. If oil and/or gas should be produced in commercial quantities in a well 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, the Lessee shall, within sixty (60) days after such initial production on such land, begin in good faith and prosecute diligently the drilling of an offset well on this area, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of this area, 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.

8. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty (60) days from the date of completion of such dry hole the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in Paragraph Number 2 in this lease; provided further that should the first well or any subsequent well drilled on the above described land be completed as a shut-in gas well within the primary term hereof the Lessee shall resume payment of annual rental in the same manner as provided in Paragraph Number 2 in this lease on or before the rental paying date next ensuing from the date of completion of such shut-in gas well and the failure to make such annual rental payment shall subject the lease to forfeiture under the provisions of Paragraph Number 14 hereof. If at the expiration of the primary term or at any time thereafter a shut-in gas well is located on the leased premises payments shall be made in accordance with the provisions of Paragraph Number 17 hereof.

9. Whenever the Lessee commences the drilling or reworking of any well or wells upon the above described premises, written notice thereof shall be filed in the General Land Office within five (5) days after spudding in such well, accompanied by a plat of said premises showing the location of such well or wells.

(A) Upon the request of the Commissioner of the General Land Office or his authorized representative, Lessee shall file in the General Land Office carbon copies of all forms and other information filed with the Texas Railroad Commission which pertain to operations on this lease within five (5) days after said filing with the Commission.

(B) Lessee shall have an electrical and/or radioactivity survey made of 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) The Lessee herein agrees, insofar as possible, to 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, that may be requested by the General Land Office, in addition to those herein expressly provided for.

10. Lessee shall have the right to use such water that may be on the premises, necessary for drilling and operating wells, and shall have the right to use so much of the surface of the land that may be 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.

11. In developing this area, the Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. In the event of pollution, the 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. 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 off all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee also shall erect, at a distance not to exceed 25 feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of 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.

12. The lease may be transferred at any time. All transfers 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, accompanied by a filing fee of Three Dollars (\$3.00).

13. The 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 a filing fee of Three Dollars (\$3.00). Such relinquishment will not have the effect of releasing the Lessee from any liability theretofore accrued in favor of the State.

14. If the Lessee should fail or refuse to make payment of any sum due for royalty on the production, within thirty (30) days after it shall become due, or if the Lessee or his authorized agent should knowingly make any false return or false report concerning production, royalty, or drilling or if the Lessee should 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 the Lessee or his agent should fail or refuse to comply with any other rules or regulations adopted by the Commissioner of the General Land Office, or if the Lessee or his agent should refuse the proper authority access to the records pertaining to operations under this lease, or if the Lessee or his authorized agent should knowingly fail or refuse to furnish the log of any well as provided herein, or if Lessee shall knowingly violate any of the material provisions of this lease, this lease shall be subject to forfeiture by the Commissioner of the General Land Office, 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.

15. 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 thereto.

16. In the event production of oil or gas on the leased premises after once obtained shall cease from any cause at the expiration of the primary term thereof or at any time or times thereafter, this lease shall not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days thereafter, and the lease shall remain in full force and effect so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation; and if such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect so long as oil or gas is produced therefrom in paying quantities or payment of shut-in gas well royalties or compensatory royalties is made as hereafter provided or as provided elsewhere in the statutes of the State of Texas. Lessee shall give written notice to the General Land Office within five (5) days of any cessation of production.

17. If, at the expiration of the primary term or at any time thereafter, there is located on the leased premises a well or wells capable of producing gas in paying quantities and such gas is not otherwise produced for lack of a suitable market and this lease is not otherwise being maintained in force and effect, the Lessee may pay as royalty a sum of money equal to double the annual rental provided for in this lease but in no event to be less than \$1,200.00 per annum for each well capable of producing gas in paying quantities; such payment shall be made prior to the expiration of the primary term of this lease or if the primary term

has expired within sixty (60) days after the Lessee shuts in such well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be otherwise maintained in force and effect; and if such payment is made, this lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or, if after the primary term, from the first day of the month next succeeding the month in which such well was shut in or production ceased or this lease ceased to be otherwise maintained in force and effect; and thereafter, if no suitable market for such gas exists, the Lessee may extend this lease for four (4) additional and successive periods of one (1) year each by the payment of a like sum of money each year as above provided, on or before the expiration of the extended term. Provided, however, that if, while this lease is being maintained in force and effect by payment of such shut-in gas well royalty, gas should be sold and delivered in paying quantities from a well situated within 1,000 feet of the leased premises and completed in the same producing reservoir, or in any case where drainage is occurring, the right to further extend this lease by such shut-in gas well royalty payments shall cease and this lease shall remain in force and effect for the remainder of the current one-year period for which the shut-in gas well royalty has been paid and for an additional period not to exceed five (5) years from the expiration of the primary term by payment by the Lessee of compensatory royalty at the royalty rate provided for herein, of the value at the well of production from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within 1,000 feet of or draining the leased premises on which such shut-in gas well is situated, such compensatory royalty to be paid monthly to the Commissioner of the General Land Office beginning on or before the 20th day of the month next succeeding the month in which such gas is sold and delivered from the well situated within 1,000 feet of or draining the leased premises and completed in the same producing reservoir, provided further that in the event such compensatory royalties paid in any twelve-month period are in an amount less than the annual shut-in gas well royalties provided for herein, Lessee shall pay an additional sum of money equal to the difference between such compensatory royalties paid and such shut-in gas well royalties within thirty (30) days from the end of such twelve-month period; provided further that nothing herein shall relieve the Lessee of the obligation of reasonable development, nor of the obligation to drill offset wells as required by law.

18. 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, the 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 one hundred eighty (180) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

19. In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in Chapter 40, Acts of the Second Called Session of the 42nd Legislature, and amendments thereto, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

20. In the event this lease covers land leased under the provisions of Chapter 498, Acts of the 47th Legislature, 1941, no surface location on this area may be closer than six hundred sixty (660) feet from the center of any navigable ship channel, and special permission from the Commissioner of the General Land Office will be necessary to make any surface location between six hundred sixty (660) feet and two thousand one hundred sixty (2,160) feet from the center of any such navigable ship channel. Also in such event this lease shall be subject to all rules and regulations promulgated by the Commissioner of the General Land Office, pursuant to Article 5366 V.C.S. and amendments thereto, governing drilling and producing operations in coastal waters.

21. Upon the termination of this lease, for any cause, the 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 the Lessee and used by the 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.

22. 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, 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 and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the lease premises, provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term.

23. The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrator, successors or assigns of the Lessee herein.

IN TESTIMONY WHEREOF, Witness the signature of the Commissioner of the General Land Office, under the seal there-

of, this 4 day of August, 1970.

ORIGINAL SIGNED

JERRY SADLER

JERRY SADLER

COMMISSIONER OF THE GENERAL LAND OFFICE

Audit me
Legal me
Engineering me
Geology me
Execution me

DATE AUG 4 1970 BY

JERRY SADLER, COMMISSIONER

OIL AND GAS LEASE NO. 64849

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

TITLE NUMBER	LEASE DATED			RECORDED IN RECORDS OF						PERIOD			
	MO.	DAY	YR.	COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	NO. MOS.	BEGINNING		
400935	8	04	70	LOVING	TEX		32	124	OGL	12	MO.	DAY	YR.
											08	04	71

LESSOR
THE STATE OF TEXAS

LESSEE
GETTY OIL CO.

DESCRIPTION AND FOR CREDIT OF
160ACS IN BLK 33 H&TC RY CO SY
TEXAS STATE LEASE #64847

AMOUNT
800.00
800.00*

DUPLICATE
PLEASE RETAIN THIS COPY

RECEIVED
JUL 9 1971
General Land Office

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)	INTEREST	AMOUNT

Getty Oil Company
HOUSTON, TEXAS

94560

COMMISSIONER OF THE
GENERAL LAND OFFICE
OF THE STATE OF TEXAS
AUSTIN, TEXAS

CHECK NO. 35604
TITLE NO. 400935
MO 7 DAY 01 YR 71

AMOUNT PAID
\$ *****800.00

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____ PRESIDENT-CASHIER

DATE CHECK FIRST RECEIVED _____

THIS COPY MAY BE RETAINED BY
BANK OR SENT TO PERSONS TO BE CREDITED.

③

M.F.

64847

Rental Payment

Filed

7/9

19 71

BOB ARMSTRONG, COMMISSIONER

[Signature]

Clerk

Getty Oil Company

LEASE RENTAL CHECK

TW-486-E

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

TITLE NUMBER	LEASE DATED			RECORDED IN RECORDS OF						PERIOD			
	MO.	DAY	YR.	COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	NO. MOS.	BEGINNING		
400935	8	04	70	LOVING	TEX		32	124	OGL	12	08	04	72

LESSOR

LESSEE

THE STATE OF TEXAS

GETTY OIL CO.

DESCRIPTION AND FOR CREDIT OF

160ACS IN BLK 33 H&TC RY CO SY

TEXAS STATE LEASE 864847

AMOUNT

800.00
800.00*

99589

DUPLICATE

PLEASE RETAIN THIS COPY

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)

INTEREST

AMOUNT

RECEIVED

JUL 8 1972

General Land Office

Getty Oil Company

HOUSTON, TEXAS

COMMISSIONER OF THE
GENERAL LAND OFFICE
OF THE STATE OF TEXAS
AUSTIN, TEXAS

41330
CHECK NO.

400935
TITLE NO.

7 03 72
MO DAY YR

AMOUNT PAID

\$ *****800.00

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____

PRESIDENT-CASHIER

DATE CHECK
FIRST RECEIVED _____

THIS COPY MAY BE RETAINED BY
BANK OR SENT TO PERSONS TO BE CREDITED.

④ M.F. 64847

Rental Payment

Filed 7-8-1972

BOB ARMSTRONG, COMMISSIONER

718

Clerk

RECEIVED

JUL 11 1972

General Land Office

Getty Oil Company

TW-486-E

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

LEASE RENTAL CHECK

47421

TITLE NUMBER	LEASE DATED			RECORDED IN RECORDS OF						PERIOD			
	MO.	DAY	YR.	COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	NO. MOS.	BEGINNING		
400935	8	4	70	LOVING	TEX		0032	0124	OGL	12	8	4	73

LESSOR

THE STATE OF TEXAS

LESSEE

GETTY OIL CO.

DESCRIPTION AND FOR CREDIT OF

160ACS IN BLK 33 H&TC RY CO SY

STATE OF TEXAS LEASE NO. 64847

AMOUNT

800.00

800.00*

DUPLICATE

PLEASE RETAIN THIS COPY

RECEIVED

JUL 12 1973

General Land Office

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)

INTEREST

AMOUNT

96246

Getty Oil Company

HOUSTON, TEXAS

47421

CHECK NO.

400935-000

(400935)

6 29 73

MO DAY YR

AMOUNT PAID

\$*****800.00

COMMISSIONER OF THE GENERAL
LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS 78711

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR
CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS
OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____

PRESIDENT-CASHIER

DATE CHECK
FIRST RECEIVED _____

THIS COPY MAY BE RETAINED BY
BANK OR SENT TO PERSONS TO BE CREDITED.

⑤ M.F. 64847

Rental Payment

Filed 7-13 1973
BOB ARMSTRONG, COMMISSIONER

218
Clerk

RECEIVED
JUL 13 1973
General Fund Unit

Getty Oil Company

TW-486-E

THE AMOUNT OF THIS CHECK IS IN PAYMENT DUE PARTY OR PARTIES UNDER LEASE DESCRIBED BELOW:

LEASE RENTAL CHECK

55350

TITLE NUMBER	LEASE DATED			RECORDED IN RECORDS OF							PERIOD		
	MO.	DAY	YR.	COUNTY OR PARISH	STATE	ENTRY NO.	BOOK	PAGE	TYPE RECORD	NO. MOS.	BEGINNING		
400935	6	26	74	LOVING	TEX		0032	0124	004	12	6	4	74

LESSOR

LESSEE

THE STATE OF TEXAS

GETTY OIL CO.

DESCRIPTION AND FOR CREDIT OF

160ACS IN BLK 33 H&TC RY CO SY

STATE OF TEXAS LEASE NO. 64847

AMOUNT

800.00
800.00*

DUPLICATE
PLEASE RETAIN THIS COPY

RECEIVED

JUL 9 1974

General Land Office

PAYMENT MADE FOR (IF NOTHING IS SHOWN, PAYMENT IS SOLELY FOR GETTY OIL COMPANY)

INTEREST

AMOUNT

Getty Oil Company
HOUSTON, TEXAS

111337

PAY
TO THE
ORDER OF

COMMISSIONER OF THE GENERAL
LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS 78711

55350
CHECK NO.

400935-000
(400935)
TITLE NO.

6 26 74
MO DAY YR

PAY EXACTLY

\$ *****800.00

GETTY OIL COMPANY HAS THIS DAY PAID THE SUM SHOWN ABOVE FOR
CREDIT OF PERSONS NAMED ABOVE IN PAYMENT OF RENTAL UNDER TERMS
OF LEASE REFERRED TO ABOVE.

SIGN HERE _____

IF BANK BY _____ PRESIDENT-CASHIER

DATE CHECK
FIRST RECEIVED _____

THIS COPY MAY BE RETAINED BY
BANK OR SENT TO PERSONS TO BE CREDITED.

⑥ M.F. 64847

Rental Payment

Filed 7-9 1974

BOB ARMSTRONG, COMMISSIONER

ms
Clerk

POOLING COMMITTEE REPORT

401041

TO: SCHOOL LAND BOARD

DATE: July 15, 1975

7-30-75
APP. S. L. B. 7-15-75
*(SEE BELOW)

OPERATOR: Forest Oil Corporation

COUNTY: Loving

UNIT NAME: Catfish

FIELD: Vermejo

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
M-64847	160	160
M-64848	506	175

Unitized for:

Kind of land:

Oil _____
Gas X _____
Oil and Gas _____

State Owned X _____
Relinquishment Act _____
Free Royalty _____

Size of Unit 704 Acres
State owned 335 Acres
Privately owned 369 Acres

Well location:
State land _____
Private land X _____

Participation:

Railroad Commission Field Rules:

Basis Surface Acreage
Royalty 1/6
*(SEE BELOW)

Spacing 640 + 10%
Well factor _____
Acreage factor 100%

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

REMARKS:

This proposed unit would include acreage in five leases with two being State Fee tracts and three leases of private lands.

The unit well is planned to be a 21,600' test to the Ellenburger with anticipated cost of 3.8 million dollars.

Expiration date of both State leases is August 4, 1975.

* APPROVED WITH ROYALTY INCREASE FROM 1/6 TO 1/5 - M-64847 & M-64848

Unit interval: Top of Wolfcamp (10,400') and below
Gas only.

APPROVAL: Recommended X

Not Recommended _____

Linward Shivers

Jack M. Howard

Applicant picked
up executed
Agreement
7-30-75

UNITIZATION AGREEMENT
AND
DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
 X
COUNTY OF LOVING X

This agreement is entered into this the 10th day of July, 1975, by and between Bob Armstrong, acting as Commissioner of the General Land Office on behalf of the State of Texas, hereinafter called "State", Forest Oil Corporation, hereinafter called "Forest", Gulf Oil Corporation, hereinafter called "Gulf", Bravo Oil Company (successor corporation to Rio Bravo Oil Company), hereinafter called "Bravo", Getty Oil Company, hereinafter called "Getty" and Tenneco Oil Company, hereinafter called "Tenneco", and in consideration of the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which are as follows:

I.

This agreement is made for the purpose of the conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development, to preserve correlative rights, to declare a pooled unit, and 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 the interpretation and application of this agreement shall, in all things, be subject thereto.

II.

The pooled unit as platted in attached Exhibit "B" shall consist of 704 acres which are described in five tracts as:

Tract 1:

The Northeast 175 acres of Section 76, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 175 acres of Section 76, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 76 and 77 of said Block is the North line of Section 76.

Tract 2:

The Northeast 103 acres of Section 75, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 103 acres of Section 75, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 76 and 75 of said Block is the North line of Section 75.

Tract 3:

The Northeast 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74.

Tract 4:

The Southwest 116 acres of Section 67, Block 1, W&NW RR Co. Survey, Loving County, Texas, or the West 116 acres of Section 67, Block 1, W&NW RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 67 and 70 of said Block is the North line of Section 67.

Tract 5:

The Southwest 150 acres of Section 70, Block 1, W&NW RR Co. Survey, Loving County, Texas, or the West 150 acres of Section 70, Block 1, W&NW RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 69 and 70 of said Block is the North line of Section 70.

The aggregate total unit acres included in the unit formed hereby shall be 704.0 acres. The acreage included in the Unit under which the State owns all the minerals which are subject to the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part of this agreement, contains 335.0 acres. The 160-acre tract of land included from Section 74 as Tract No. 3 of this pooled unit is covered by a State Oil and Gas Lease in favor of Getty and all of this tract shall be included in the pooled unit. The Northeast 175 acres of Section 76 described as Tract 1 above is part of a 506-acre tract covered by a State Oil and Gas Lease in favor of Forest. The other mineral leases, mineral and pooled royalty interests which are pooled within the unit are also listed on the attached "Exhibit A". All leases and other documents representing title to the pooled interests and the public records thereof are referred to for all purposes.

III.

The mineral pooled and unitized hereby shall be the gas (including any condensate, distillate and any other liquid hydrocarbons produced in connection with said gas) found below the top of the Wolfcamp Formation expected to be encountered at a depth of 10,400 feet beneath the surface of said pooled unit.

IV.

The parties hereto commit all of their interest as set out in Exhibit "A" into the pooled unit and thereby unitize and pool hereunder the separate tracts described in Exhibit "A" for and during the term hereof so that this 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 operated separately as separate tracts.
- (b) All drilling operations, reworking operations, or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were being conducted on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes of compliance with the terms of the respective leases or other contracts subject to this agreement.
- (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 subject to 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, document of title or other contract pertaining to each separate tract, respectively,

based upon the production so allocated to such tract only and in lieu of the actual production of the pooled mineral therefrom.

- (e) A shut-in gas well located upon any part of the pooled unit shall be considered as a shut-in gas well located upon each tract included within the unit; provided, however, that shut-in gas well royalties due the State under its leases listed on Exhibit "A" hereof shall be paid to the State under the terms of each lease as though the shut-in gas well were located on the land covered by such lease and shown on Exhibit "A" hereof, it being agreed that the State's share of shut-in royalties payable under such leases shall be paid to the State and shall not be shared with the lessors under the other tracts committed to this unit or otherwise diminished by reason of this agreement.
- (f) There shall be no obligation to drill internal offsets to any other well on the separate tracts within the unit nor to develop the tracts separately as to the pooled mineral, except as provided herein.
- (g) Notwithstanding any other provision hereof, it is expressly agreed that State of Texas Lease No. 64848 and State of Texas Lease No. 64847 which are listed on Exhibit "A" hereof may be maintained in force as to areas lying outside the pooled unit only as provided in such leases 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 gas well, shall serve to hold such lease in force as to any area outside the pooled unit, regardless of whether the production or operations in the unit are actually located on such lease or not. "Area" as used in this paragraph shall be based on surface acres to the end that the area inside the pooled unit, if held, will be held as to all depths and horizons.

- (h) If the Railroad Commission of Texas (or any other regulatory body having jurisdiction) should adopt field rules providing for gas units of less than the acreage contained in the unit herein created, then either (1) the unit will be reformed to comply with Railroad Commission Unit Rules, (2) the unit will be drilled to the density permitted by the Railroad Commission or (3) compensatory royalty will be paid to the State on the basis of its tracts included in the unit.
- (i) This agreement shall not negate the duty of protecting the above described leases from drainage from any well situated on privately owned land, but subject to such obligation, the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority may be produced from any one or more wells completed thereon.
- (j) Should this agreement terminate, for any cause, in whole or in part, the leases and other contracts affecting the land 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 each said lease or contract, and the same had ceased on the date of termination of this agreement.

V.

For the purpose of computing the royalty payable on production of the pooled mineral, there shall be allocated to each lease or mineral tract committed to the above described unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such lease or mineral tract committed to the unit bears to the total number of surface acres included in the pooled unit.

VI.

This agreement shall become effective as to any party on the respective date of execution of this agreement by any such party; however, if any contract or lease covering any part of the lands contained within the pooled unit requires filing of this agreement in the County Records of Loving County, Texas; then this agreement shall become effective as to that party's interest in the Unit Area covered by such contract or lease on the date of the filing of this agreement in the County Records of Loving County, Texas.

VII.

This agreement shall remain in effect as long as the pooled mineral is being produced hereunder, or so long as drilling or reworking operations are being prosecuted on the pooled unit area with no more than sixty (60) days between cessation of either production or such operations and the beginning or resumption of either of them, as the case may be from time to time thereafter, or so long as all existing leases covering the pooled mineral are maintained in force insofar as they cover the pooled unit by payment or tender

of shut-in gas well royalties, or by any other means, in accordance with the terms of said leases.

VIII.

Insofar as the royalty interest of the State of Texas in and under any 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 Article 5382c, Vernon's Annotated Civil Statutes of Texas, authorizing the same after the prerequisites, findings and approval hereof, as provided in said Article, having been duly considered, made and obtained.

IX.

The unit created by this agreement may be dissolved by the working interest owners in the unit by an instrument filed for record in Loving County, Texas, and a certified copy thereof filed in the General Land Office, at any time after the cessation of production or the cessation of operations on said unit, or in the event a well on said unit is completed as a dry hole.

X.

All lessees of State lands within this unit shall file monthly affidavits of production with the Unit Operator. Unit Operator shall, in turn, file such affidavits along with monthly consolidated affidavits of production covering separately all oil production and gas production from the Unitized Formation, each of which affidavit shall show on its face or by accompanying schedule the portion of such Unitized Substances that is allocated hereunder to each tract of State land, the disposition of production thereof and the royalty allocated thereto. All such affidavits shall be filed in the General Land Office in the manner

provided in the State Oil and Gas Leases and on the form prescribed by the General Land Office.

XI.

Upon full and complete execution of this instrument, the owners of all minerals and of all royalty interests in the Unit Area, and all Lessors and Lessees of leases comprising the Unit Area shall have authorized the creation of the pooled unit herein described.

In consideration of the premises and of the mutual benefits to be derived herefrom, the undersigned parties, acting pursuant to the terms and provisions of this Unitization Agreement and Declaration of Pooled Unit, and the rules and regulations of the Railroad Commission of the State of Texas in force at the time of execution of this instrument, hereby POOL, COMBINE and UNITIZE the leases, minerals and royalty interests described in Exhibit "A" as to gas rights only, (which term shall include condensate, distillate and any other liquid hydrocarbons produced in connection with said gas) and as to all depths below the top of the Wolfcamp Formation expected to be encountered at 10,400 feet below the surface, to form a Unit comprising the land set out in Exhibit "A" attached hereto, containing 704.0 acres.

XII.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days' notice to the Operator of the unit, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement and its leases 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.

This instrument may be executed in any number of counter-
parts, no one of which needs to be executed by all parties,
and shall be binding upon all those parties who have executed
such a counterpart with the same force and effect as if all
such parties had signed the same instrument.

Date July 30, 1975

Notary Public
Legal
Geology
Execution
Engineering

Bob Armstrong
Bob Armstrong, Commissioner of
the General Land Office of the
State of Texas

ATTEST:

Robert J. Castor
Assistant Secretary

Date July 10, 1975

FOREST OIL CORPORATION

By: (M.W.)
Vice President

GULF OIL CORPORATION

Date _____

By: _____
Attorney-in-Fact

ATTEST:

Date _____

BRAVO OIL COMPANY

By: _____

ATTEST:

Date _____

GETTY OIL COMPANY

By: _____

ATTEST:

Date _____

TENNECO OIL COMPANY

By: _____

CERTIFICATE

I, HE White, 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 15th day of July, 1975, the foregoing instrument was presented to and approved by said Board under the provisions of Article 5382c, V.C.S., all of which is set forth in the minutes of the Board of which I am custodian.

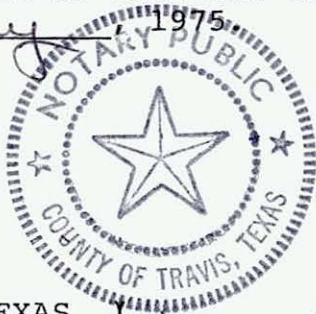
IN WITNESS WHEREOF, witness my hand this the 15th day of July, 1975.

HE White
Secretary of the School Land Board

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared BOB ARMSTRONG, Commissioner of the General Land Office of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of July, 1975.



Conrad J. Taylor
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS X
 X
COUNTY OF MIDLAND X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of July, 1975.



MY COMMISSION EXPIRES
JUNE 1, 1977

Joyce Cramer
Notary Public in and for
Midland County, Texas

JOYCE CRAMER
NOTARY PUBLIC

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
 X
COUNTY OF _____X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

EXHIBIT "A"

Attached to and made a part of
Unitization Agreement and Declaration of Pooled Unit
dated the 10th day of July, 1975

LAND DESCRIPTION OF UNIT AREA:

- Tract 1 - The Northeast 175 acres of Section 76, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 175 acres of Section 76, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 76 and 77 of said Block is the North line of Section 76.
- Tract 2 - The Northeast 103 acres of Section 75, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 103 acres of Section 75, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 76 and 75 of said Block is the North line of Section 75.
- Tract 3 - The Northeast 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74.
- Tract 4 - The Southwest 116 acres of Section 67, Block 1, W&NW RR Co. Survey, Loving County, Texas, or the West 116 acres of Section 67, Block 1 W&NW RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 67 and 70 of said Block is the North line of Section 67.
- Tract 5 - The Southwest 150 acres of Section 70, Block 1, W&NW RR Co. Survey, Loving County, Texas, or the West 150 acres of Section 70, Block 1, W&NW RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 69 and 70 of said Block is the North line of Section 70,

containing an aggregate total unit acres of 704.0 acres.

- I. Lease contributed by Forest insofar as same covers Tract 1 above:

Oil and Gas Lease No. 64848 dated August 4, 1970, between the State of Texas, Lessor, and Forest Oil Corporation, Lessee, recorded in Volume 32 page 304, Oil and Gas Lease Records, Loving County, Texas, providing for a 1/6th royalty of the pooled mineral, but increased by this agreement to a 1/5th royalty.

- Chewon*
- II. (a) Minerals contributed by Gulf insofar as same underlie Tract 2 above:

Mineral Deed dated July 26, 1965, between The Midland National Bank, Midland, Texas, Trustee, as Grantor, and Gulf Oil Corporation, as Grantee, recorded in Volume 35, page 407, Deed Records, Loving County, Texas.

- (b) Royalty contributed by Bravo insofar as same relates to Tract 2 above:

One-sixth (1/6) free non-participating royalty interest excepted from Mineral Deed dated July 26, 1965, between The Midland National Bank, Trustee, as Grantor, and Gulf Oil Corporation, as Grantee, recorded in Volume 35, page 407, Deed Records of Loving County, Texas.

- III. Lease contributed by Getty insofar as same covers Tract 3 above: *Texaco*

Oil and Gas Lease No. 64847 dated August 4, 1970, between the State of Texas, Lessor, and Getty Oil Company, Lessee, recorded in Volume 32, page 124, Oil and Gas Lease Records of Loving County, Texas, providing for a 1/6th royalty of the pooled mineral, but increased by this agreement to a 1/5th royalty.

- IV. (a) Lease contributed by Getty insofar as same covers Tract 4 above:

Oil, Gas and Mineral Lease dated June 24, 1969, from Grace McGinley, Individually and as Independent Executrix of the Estate of Thomas K. McGinley, Deceased, as Lessor, and Chalfant, Magee & Hansen, Inc., as Lessee, recorded in Volume 30, page 576, Oil and Gas Lease Records of Loving County, Texas.

- (b) Minerals contributed by Tenneco insofar as same underlie Tract 4 above:

An undivided one-half (1/2) interest in all oil, gas and other minerals as conveyed in that certain Mineral Deed from John E. Hansen to Tenneco Oil Company, filed June 16, 1967, and recorded in Volume 38, page 29 of the Deed Records of Loving County, Texas.

- V. Lease contributed by Forest insofar as same covers Tract 5 above:

Oil and Gas Lease dated March 15, 1972, from A. W. Gregg, et ux, Robie Gregg, Mary E. Payne, as her separate property joined pro forma by her husband Harvey O. Payne, and N. S. Marrow, et ux, Dorothy H. Marrow, Lessors, and Forest Oil Corporation, as Lessee, recorded in Volume 34, page 350 of the Oil and Gas Lease Records of Loving County, Texas.

FOREST OIL, CORP.
ET AL.

GULF OIL

EXHIBIT "B"

Attached to and made a part of
Unitization Agreement and Declaration of Pooled unit
dated the 10th day of July, 1975

69

D.D. FELDMAN

PECK HARDEE, ET AL. 77

70

FOREST OIL

FOREST OIL CORPORATION

Tract
1

175 AC.

Tract
5

150 AC.

1800

1

EL. 2653'

76

75

67

Tract
2

103 AC.

Tract
4

116 AC.

C.A. NEWBY, ET AL.

GETTY OIL

T. MCGINLEY

74

68

GULF OIL

Tract
3

160 AC.

CATFISH

H.A. DAVEY, JR., ET AL.

GULF OIL

73

55

FOREST OIL

I, JOS. W. LUCHINI, CERTIFY
THAT THIS SURVEY WAS MADE BY
ME ON THE GROUND AND THAT THIS
PLAT IS TRUE AND CORRECT.
JUNE 27, 1975

LOCATION PLAT

FOREST OIL CORPORATION

CATFISH-UNIT

SW 150 AC. SURVEY 70, SW 116 AC.
SURVEY 67; BLOCK 1, W & N W. RR.
NE 175 AC. SURVEY 76, NE 103 AC.
SURVEY 75, NE 160 AC. SURVEY 74,
BLOCK 33, H & T C. RR.
LOVING COUNTY, TEXAS

SCALE: 1" = 1000'

REGIST'D ENGR.-LIC. L.S. MIDLAND, TEXAS

This instrument may be executed in any number of counter-
parts, no one of which needs to be executed by all parties,
and shall be binding upon all those parties who have executed
such a counterpart with the same force and effect as if all
such parties had signed the same instrument.

Date _____

Bob Armstrong, Commissioner of
the General Land Office of the
State of Texas

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By: _____
Vice President

Date _____

GULF OIL CORPORATION

Law	RHJ
Serv.	
Exp.	1/80
Prod.	Rfw

Date 7-30-75

By: BL Choute
Attorney-in-Fact

ATTEST:

BRAVO OIL COMPANY

By: _____

Date _____

ATTEST:

GETTY OIL COMPANY

By: _____

Date _____

ATTEST:

TENNECO OIL COMPANY

By: _____

Date _____

Duplicate original signature page to Unitization Agreement and
Declaration of Pooled Unit dated July 10, 1975, between State
of Texas, Forest Oil Corporation, Gulf Oil Corporation, Bravo
Oil Company, Getty Oil Company and Tenneco Oil Company.

THE STATE OF TEXAS X
COUNTY OF Midland X

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Choate, Attorney-in-Fact of GULF OIL CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of July, 1975.

JOAN LAWSON - Notary Public
In And For Midland County, Texas
My Commission Expires June 1, 1977

Joan Lawson
Notary Public in and for
Midland County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

This instrument may be executed in any number of counter-
parts, no one of which needs to be executed by all parties,
and shall be binding upon all those parties who have executed
such a counterpart with the same force and effect as if all
such parties had signed the same instrument.

Date _____

Approved
Audit _____
Legal _____
Geology _____
Execution _____
Engineering _____

ATTEST:

Robert M. Castro
Assistant Secretary

Date July 10, 1975

Bob Armstrong, Commissioner of
the General Land Office of the
State of Texas

FOREST OIL CORPORATION

By: [Signature] (M.W.)
Vice President

GULF OIL CORPORATION

Date _____

By: _____
Attorney-in-Fact

ATTEST:

L. H. [Signature]
Assistant Secretary

Date JULY 23, 1975

BRAVO OIL COMPANY

By: [Signature] 2001

Approved as to form
Baker & [Signature]
By: [Signature]

ATTEST:

GETTY OIL COMPANY

Date _____

By: _____

ATTEST:

TENNECO OIL COMPANY

Date _____

By: _____

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24 day of July, 1975.

M. D. Motley

Notary Public in and for
HARRIS County, Texas
M. D. Motley

My Commission Expires JUN 1 1977

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

This instrument may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all those parties who have executed such a counterpart with the same force and effect as if all such parties had signed the same instrument.

Date _____

Bob Armstrong, Commissioner of
the General Land Office of the
State of Texas

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By: _____
Vice President

Date _____

GULF OIL CORPORATION

Date _____

By: _____
Attorney-in-Fact

ATTEST:

BRAVO OIL COMPANY

Date _____

By: _____

ATTEST:

GETTY OIL COMPANY

Date JUL 22 1975
Asst. Secretary

By: _____
CLYDE E. WILLBERN
Attorney-in-Fact

ATTEST:

TENNECO OIL COMPANY

Date _____

By: _____

Duplicate original signature page to Unitization Agreement and Declaration of Pooled Unit dated July 10, 1975, between State of Texas, Forest Oil Corporation, Gulf Oil Corporation, Bravo Oil Company, Getty Oil Company and Tenneco Oil Company.

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared CLYDE E. WILLBERN, Attorney-in-Fact President of GETTY OIL COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of July, 1975.

Terry Maple
Notary Public in and for
Harris County, Texas

TERRY MAPLE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

This instrument may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all those parties who have executed such a counterpart with the same force and effect as if all such parties had signed the same instrument.

Date _____

Bob Armstrong, Commissioner of
the General Land Office of the
State of Texas

ATTEST:

FOREST OIL CORPORATION

Assistant Secretary

By: _____
Vice President

Date _____

GULF OIL CORPORATION

Date _____

By: _____
Attorney-in-Fact

ATTEST:

BRAVO OIL COMPANY

By: _____

Date _____

ATTEST:

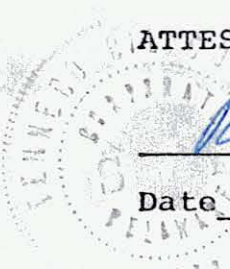
GETTY OIL COMPANY

By: _____

Date _____

ATTEST:

TENNECO OIL COMPANY


Assistant Secretary

By: 
Senior Vice President

Date _____

Duplicate original signature page to Unitization Agreement and Declaration of Pooled Unit dated July 10, 1975, between State of Texas, Forest Oil Corporation, Gulf Oil Corporation, Bravo Oil Company, Getty Oil Company and Tenneco Oil Company.

THE STATE OF TEXAS X
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared Joe B. Foster, Mr. Vice President of TENNECO OIL COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of July, 1975.

Bette Fritz
Notary Public in and for
Harris County, Texas



BEFORE ME
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

⑦

M-64847

Unitization Agreement
Catfish Unit
dated 7-30-75js

RECEIVED
JUL 28 1975
General Land Office

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 1970, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)

SECTION 74 BLOCK 33 TSP. _____ SURVEY H. & T.C.RyCo.

ACRES 160 COUNTY Loving and Ward

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

Getty Oil Company
Individual or Company

by Stubbeman, McRae, Sealy, Laughlin & Browder

By Michael J. Canon

ATTORNEY FOR APPLICANT

DATE July 28, 1975 POST OFFICE Box 2263

Austin, Texas 78767

8. M 64847

Application for Extension

File Dated 7-28-7

Bob Armstrong, Commissioner

SPUDDING AFFIDAVIT

RECEIVED

AUG 9 1975

General Land Office

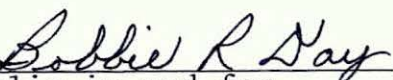
THE STATE OF TEXAS }
 }
 COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY, known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and that at this time he is the Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further that he knows of his own personal knowledge that operations were commenced on the 8th day of July, 1975, for the drilling of the Forest Oil Corporation's Catfish No. 1 well located 1,800 feet from the Northwest line and 14 feet from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. The objective depth for such well is 22,000' to which the Parker Drilling Company Rig No. 45 is contracted to drill, such rig having a sufficient capability to drill to such depth. The drilling of the well was commenced on July 26, 1975, and was drilling at a depth of 856 feet on July 28, 1975.


 JIM HARKEY, Rig Superintendent
 Parker Drilling Company

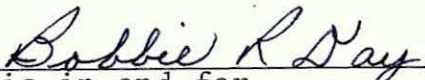
SUBSCRIBED AND SWORN TO BEFORE ME, THIS the
5th day of August, 19 75 .

(Bobbie R. Day) 
 Notary Public in and for
 Ector County, Texas

THE STATE OF TEXAS }
 }
 COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that all the facts stated in the foregoing Spudding Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th
 day of August, 1975.

(Bobbie R. Day) 
 Notary Public in and for
 Ector County, Texas

(9)

M. 64847

Spadding

File Dated 8-9-75

Bob Armstrong, Commissioner

SUPPLEMENTAL DRILLING AFFIDAVIT

THE STATE OF TEXAS }
COUNTY OF ECTOR }

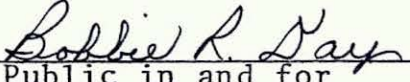
RECEIVED
AUG 9 1975
General Land Office

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On August 4, 1975, the well was drilling at a depth of 2,620 ' and is presently drilling at a depth of 2,781 ', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

SUBSCRIBED AND SWORN TO BEFORE ME, this the 5th day of August, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS }
COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of August, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

(10.) M. 64847

Supplemental

File Dated 8-9-75

Bob Armstrong, Commissioner.

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Blk. 33, H&TC Ry. Co. Survey, Loving County, Texas; and

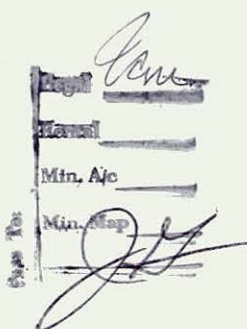
WHEREAS, Chapter 255, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 4th day of August, 1975, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 21st day of August, 1975.



Bob Armstrong
Commissioner of the General Land Office

⑪

M. 64847

Extension

File Dated 8-21-75

Bob Arisong, Commissioner

RECEIVED AS STATED

\$3,000.00

DATE 7-28-75

R. No. 105144

GENERAL LAND OFFICE

RECEIVED

JUL 28 1975

General Land Office

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
F. H. PANNILL
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPIS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A. C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A. C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
July 28, 1975

Commissioner of the General Land Office
Austin, Texas

FOR HAND DELIVERY

Re: Application for Extension of Oil and Gas Leases
M-64847 and M-64848.

Dear Sir:

Enclosed herewith are applications for extension of oil and gas leases along with Forest Oil Corporation checks in the amount of \$3,000.00 each, to extend the following oil and gas leases:

1. M-64847 covering NE/2 of NE/2 Section 74, Block 33, H&TC Ry. Co. Survey, Loving and Ward Counties, Texas.
2. M-64848 in so far as it covers NE 175 acres of the NE part Abstract 1268, Section 76, Block 33, H&TC Ry. Co. Survey, Loving and Ward Counties, Texas.
3. M-64848 in so far as it covers the NE part except the NE 175 acres and the SW part, Abstract 1268, of Section 76, Block 33, H&TC Ry. Co. Survey, Loving and Ward Counties.

Please let us know if you have any questions or have any difficulties in this matter.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Michael J. Canon
Michael J. Canon

MJC:vj
Encls.

dk - 3,000.00 105144
dk - 3,000.00 105145
dk - 3,000.00 105146

171

(12) M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McKae,
From etal

Dated 7-28-75

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDEE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A. C. 915 682-1616

RECEIVED

AUG 9 1975

General Land Office

AUSTIN, TEXAS

800 VAUGHN BUILDING - ZIP CODE 78701

P. O. BOX 2263 - ZIP CODE 78767

A. C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
August 8, 1975

General Land Office
State of Texas
Austin, Texas 78701

Attention: V. C. Morelle

Re: Forest Oil Corporation Catfish Unit, Well No. 1

Dear Sir:

Enclosed herewith for filing are two Affidavits made on behalf of Forest Oil Company, Operator, by the drilling superintendent of the contract drilling company, Parker.

The first Affidavit is the Affidavit of Spudding the well on July 26, 1975.

The second Affidavit is dated August 4, 1975, and is submitted in connection with Forest's Application for Extension of leases M 64847 and M 64848.

Please address the Commissioner's Order extending said leases to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encls.

(13) M. F. 64847

CORRESPONDENCE FILE

To Hubbeman, McRae, et al
From

Dated 8-8-75

August 22, 1975

Stubbeman, McRae, Sealy, Laughlin
& Browder
800 Vaughn Building
P. O. Box 2263
Austin, Texas 78767

Attention: Michael J. Canon

Re: Extensions on Oil and Gas Leases
M-64847 and M-64848 in
Loving and Ward Counties, Texas

Gentlemen:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the above captioned leases.

Your remittances in the amounts of \$3,000.00, \$3,000.00 and \$3,000.00 tendered to this office in order to extend these leases for a thirty day period, from August 4, 1975, have been applied and a receipt for this total amount has been previously issued.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/tb

encls.

(14)

M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McKee, et al

~~From~~

Dated 8-22-75

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$ 3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)

SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.

ACRES 160 COUNTY Loving and Ward *

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY
Individual or Company
BY STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By Michael J. Canon
Michael J. Canon

DATE Aug. 25, 1975 POST OFFICE Box 2263

Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H & TC Ry.Co. Survey, Loving County, Texas assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

(15)

M 64847

Application for Extension

File Dated 8-26-72

Bob Armstrong, Commissioner

SEP 8 1975

General Land Office

SUPPLEMENTAL DRILLING AFFIDAVITTHE STATE OF TEXAS }
}

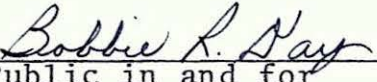
COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On September 3, 1975, the well was drilling at a depth of 8,781 ' and is presently drilling at a depth of 8,995 ', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

SUBSCRIBED AND SWORN TO BEFORE ME, this the 4th day of September, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS }
}

COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of September, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

(16) M 64847
Supplemental Drilling
File Dated Affidavit
9-8-75
Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 19 70, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 255, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 3rd day of September, 19 75, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 11th day of September, 19 75.



Commissioner of the General Land Office

Legal 
Rental _____
Min. A/c _____
Min. Map 

17

64847

Extension

File Dated 9-11-75

Bob Armstrong, Commissioner

RECEIVED AS STATED

3,000.00

DATE 8-26-75

REG. NO. 117048

GENERAL LAND OFFICE

RECEIVED

SEP 8 1975

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARQUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
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JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

General Land Office

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
Sept. 8, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M64847 and M64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our August 25th letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 ~~each~~ together with Applications for Extension of captioned state leases.

Enclosed herewith are drilling affidavits for September 3, 1975.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(15) M. F. 64847

CORRESPONDENCE FILE

To Stallman, McRae et al
From

Dated 8-8-75

September 12, 1975

Stubbeman, McRae, Sealy, Laughlin
& Browder
Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Attention: Mr. Walter C. Beardsley

Re: Extensions of Oil and Gas Leases (3)
State Lease Nos. M-64847 & M-64848
Loving County, Texas

Dear Mr. Beardsley:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the above captioned Leases.

Your remittances in the total amount of \$9,000.00 tendered to this office in order to extend these Leases for a thirty day period, from September 3, 1975, has been applied and a receipt of this amount is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/alm

Enc.

(19) M. F. 64847

CORRESPONDENCE FILE

To 64847

~~From~~

Dated 9-12-75

RECEIVED
SEP 26 1975
General Land Office

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$ 3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)
SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.
ACRES 160 COUNTY Loving and Ward *

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY
Individual or Company
BY STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By Michael J. Canon
Michael J. Canon

DATE Sept. 25, 1975 POST OFFICE Box.2263

Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H & TC Ry.Co. Survey, Loving County, Texas assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

(20)

M 64847
Application for Extension
File No 9-26-75
Bob Armstrong, Commissioner

SUPPLEMENTAL DRILLING AFFIDAVIT

RECEIVED

OCT 10 1975

General Land Office

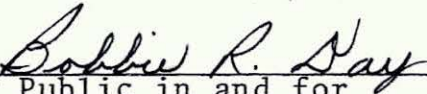
THE STATE OF TEXAS }
 }
COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On October 3, 1975, the well was drilling at a depth of 11,549 ' and is presently drilling at a depth of 11,904 ', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

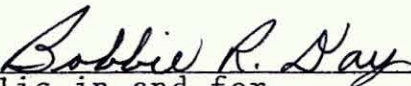
SUBSCRIBED AND SWORN TO BEFORE ME, this the 6th day of October, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS }
 }
COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of October, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

(21)

M. 64847
Drilling Affidavit
Fil. 10-10-75
Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 255, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 3rd day of October, 1975, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 17th day of October, 1975.

Legal

Rental

Min. A/c

Min. Map

Bob Armstrong
Commissioner of the General Land Office

(22)

M 64847
Extension

File 10-3-75

Bob Armstrong, Commissioner

RECEIVED AS STATED
\$ 3,000.00

Date 9-26-75

Reg. no. 4585

GENERAL LAND OFFICE

RECEIVED

SEP 26 1975

FRANK STUBBEMAN
HAMILTON E. MCRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
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NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING - ZIP CODE 78701
P. O. BOX 2263 - ZIP CODE 78767
A.C. 512 476-3502

General Land Office

ADDRESS REPLY TO: Austin, Texas
Sept. 25, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847, NE/2 NE/2 Sec. 74, Block 33, H&TC Ry. Co.
Survey, Loving and Ward Counties, Texas, and
M-64848, NE 175 acres of NE Part, Abstract 1268,
Ward County, Sec. 76, Block 33, H&TC Ry. Co. Survey,
Loving and Ward Counties
The Catfish Unit

Dear Sir:

Enclosed herewith are Applications for Extension of
captioned oil and gas leases together with Forest Oil
Corporation checks in the amount of \$3,000.00 each.

Drilling affidavits to be dated October 3, 1975 will
reach you in normal course.

Yours very truly,

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

cc: Forest Oil Corporation
Attention: Robt. J. Castor
Box 1916
Midland 79701

(23)

M. F. 64847

CORRESPONDENCE FILE

To Stuppeman, McKee, Sealy
Laughlin & Brewer

Dated 9-25-75

RECEIVED

OCT 8 1975

General Land Office

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDEE
JAMES G. NOLAND
ROBERT J. COWAN
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MILTON L. BANKSTON
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J. P. WORD
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DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS

800 VAUGHN BUILDING - ZIP CODE 78701
P. O. BOX 2263 - ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO:

Austin, Texas
Oct. 6, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Attention: V. C. Morelle

Re: M-64847 and M-64848, The Catfish Unit of
Forest Oil Corporation

Dear Sir:

Reference is made to an acknowledgment for the Getty Oil Company execution of the Unitization Agreement and Declaration of Pooled Unit for the Catfish Unit in Loving County, Texas. It develops that Getty has in its file in Houston the completed copy of the Agreement which they had intended to return to Forest Oil Corporation for recording. Instead, Getty sent its file copy which contained the uncompleted acknowledgment.

Enclosed herewith is a substitute page 12 for the Unitization Agreement and Declaration of Pooled Unit on file with the General Land Office. It reflects a proper acknowledgment for Getty's execution of the Agreement and Declaration.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

RECEIVED

OCT 8 1975

General Land Office

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF _____ X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 1975.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared CLYDE E. WILLBERN, Attorney-in-Fact President of GETTY OIL COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of July, 1975.

Terry Maple
Notary Public in and for
Harris County, Texas

TERRY MAPLE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

(2d.)

M. F. 64847

CORRESPONDENCE FILE

Re Stuppeman, McKae
etal

Dated 10-6-45

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
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RODNEY W. SATTERWHITE
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JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING - ZIP CODE 78701
P. O. BOX 2263 - ZIP CODE 78767
A.C. 512 476-3502

RECEIVED

OCT 10 1975

General Land Office

ADDRESS REPLY TO:

Austin, Texas
Oct. 9, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847 and M-64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our Sept. 25th letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 each, together with Applications for Extension of captioned state leases.

Enclosed herewith are drilling affidavits for October 3, 1975.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(6)

M. F. 64847

CORRESPONDENCE FILE

~~to~~ Strobbsman, McLa
et al

Dated 10-9-75

October 21, 1975

Stubbeman, McRae, Sealy, Laughlin
& Browder
Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Attention: Mr. Walter C. Beardsley

Re: State Lease No. M-64847 - NE/2 of NE/2, Sec. 74, Blk. 33, H&TC Ry. Co.
" " " M-64848 - NE & SW Pts., Sec. 76, Blk. 33, H&TC Ry. Co.
Loving County, Texas

Gentlemen:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the above captioned Leases.

Your remittances in the amount of \$3,000.00 each tendered to this office in order to extend these Leases for a thirty day period, from October 3, 1975, has been applied and a receipt for this total amount is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/alm

Enc.

(26)

M. F. 64847

COPY TO OFFICE FILE

To Stubbeman, McEae
X et al

Dated 10-21-75

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$ 3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)
SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.
ACRES 160 COUNTY Loving and Ward *

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY

BY STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER
Individual or Company

By Walter Sealy

DATE Oct. 27, 1975 POST OFFICE Box 2263
Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

RECEIVED

OCT 27 1975

General Land Office

(29.)

M. 64847
Application for Extension
File Dated 10-27-75
Bob Armstrong, Commissioner

RECEIVED

NOV 8 1975

General Land Office

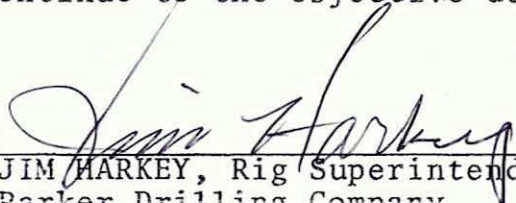
SUPPLEMENTAL DRILLING AFFIDAVIT

THE STATE OF TEXAS }
}

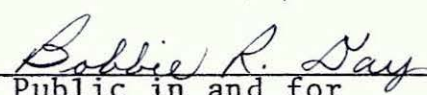
COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On November 2, 1975, the well was drilling at a depth of 14,454 ' and is presently drilling at a depth of 14,649 ', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

SUBSCRIBED AND SWORN TO BEFORE ME, this the 4th day of November, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS }
}

COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of November, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

(28)

M. 64847
Supp. Drilling Affidavit
File Dated 11-8-75
Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 255, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 2nd day of November, 1975, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 17th day of November, 1975.

Legal

Rental

Min. A/c

Min. Map

Bob Armstrong
Commissioner of the General Land Office

(29.)

N 64847

Extension

File Dated 11-2-75

Bob A. Young, Commissioner

RECEIVED AS STATED
\$3,000.00

Date 10-27-75

Reg. No. 18121

GENERAL LAND OFFICE

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
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JOE D. MERONEY
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RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO:

Austin, Texas
Oct. 27, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847, NE/2 NE/2 Sec. 74, Block 33, H&TC Ry. Co.
Survey, Loving and Ward Counties, Texas, and
M-64848, NE 175 acres of NE Part, Abstract 1268,
Ward County, Sec. 76, Block 33, H&TC Ry. Co. Survey,
Loving and Ward Counties
The Catfish Unit

Dear Sir:

Enclosed herewith are Applications for Extension of
Captioned oil and gas leases together with Forest Oil
Corporation checks in the amount of \$3,000.00 each.

Drilling affidavits to be dated November 2, 1975 will
reach you in normal course.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley

WCB:vj
Encl.

cc: Forest Oil Corporation ✓
Attention: Robt. J. Castor
Box 1916
Midland 79701 ✓

dr 3,000.00 18121
dr 3,000.00 18122

RECEIVED

OCT 27 1975

General Land Office

(30)

M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McEae, et
From

Dated 10-29-75

RECEIVED

NOV 8 1975

General Land Office

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
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HARRELL FELDT
SMITH RAY
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MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A. C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A. C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
Nov. 7, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847 and M-64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our October 27th letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 each, together with Applications for Extension of captioned state leases.

Enclosed herewith are drilling affidavits for November 2, 1975.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(31.)

M. F. 64847

CORRESPONDENCE FILE

~~T~~ Stubbeman, McKee
etal

Dated 11-7-75

November 18, 1975

Stubbeman, McRae, Sealy, Laughlin
& Browder
Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Attention: Mr. Walter Beardsley

Re: Thirty day Extension of State Leases M-64847
and M-64848
Loving County, Texas

Dear Mr. Beardsley:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the above captioned Leases.

Your remittances in the amount of \$3,000.00 each tendered to this office in order to extend these Leases for a thirty day period, from November 2, 1975, has been applied and a receipt for the total amount of \$9,000.00 is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/alm

Enc.

(32)

M. F. 64847

CORRESPONDENCE FILE

To Stuppeman, M^cLae
From et al

Dated 11-18-75

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

RECEIVED

NOV 25 1975

General Land Office

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$ 3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)
SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.
ACRES 160 COUNTY Loving and Ward *

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY

Individual or Company

By STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley

Walter C. Beardsley

DATE Nov. 24, 1975

POST OFFICE

Box 2263

Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

33.

M. 64847
Application for Extension
File Dated 1-25-75
Bob Armstrong, Commissioner

SUPPLEMENTAL DRILLING AFFIDAVIT

RECEIVED

DEC 13 1975

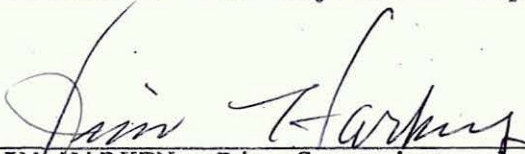
General Land Office

THE STATE OF TEXAS }
}

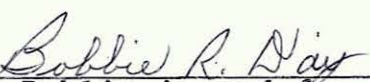
COUNTY OF ECTOR }

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On December 2, 1975, the well was drilling at a depth of 16,521' and is presently drilling at a depth of 16,838', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

SUBSCRIBED AND SWORN TO BEFORE ME, this the 8th day of December, 19 75.

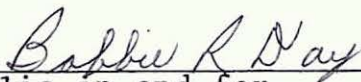
(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS }
}

COUNTY OF ECTOR }

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of December, 19 75.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

(34)

M. 64847
Drilling Affidavit
File Dated 12-13-75
Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 255, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 2nd day of December, 1975, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 18th day of December, 1975.

Legal Cam
Rental _____
Min. A/c _____
Min. Max. JS

Bob Armstrong
Commissioner of the General Land Office

(35.)

M. 64847

Extension

File Date 12-2-75

Bob Armstrong, Commissioner

RECEIVED AS STATED
\$3,000.00

Date 11-25-75

Reg. No. 35022

GENERAL LAND OFFICE

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
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RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
Nov. 24, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

RECEIVED

NOV 25 1975

General Land Office

Re: M-64847, NE/2 NE/2 Sec. 74, Block 33, H&TC Ry. Co.
Survey, Loving and Ward Counties, Texas, and
M-64848, NE 175 acres of NE Part, Abstract 1268,
Ward County, Sec. 76, Block 33, H&TC Ry. Co. Survey,
Loving and Ward Counties
The Catfish Unit

Dear Sir:

Enclosed herewith are Applications for Extension of
Captioned oil and gas leases together with Forest Oil
Corporation checks in the amount of \$3,000.00 each.

Drilling affidavits to be dated December 2, 1975 will
reach you in normal course.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

cc: Forest Oil Corporation
Attention: Robt. J. Castor
Box 1916
Midland 79701

35022

35023

CH 3,000.00
CH 3,000.00

(36)

M. F. 64847

CORRESPONDENCE FILE

TO Stuppenman, Melae, et al
FROM

Dated 11-24-75

FRANK STUBBEMAN
HAMILTON E. MCRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
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SMITH RAY
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JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO:

Austin, Texas
Dec. 12, 1975

RECEIVED

DEC 13 1975

General Land Office

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847 and M-64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our November 24th letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 each, together with Applications for Extension of captioned State leases.

Enclosed herewith are drilling affidavits for December 2, 1975.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(37)

M. F. 64847

CONFERENCE FILE

To Stubbeman, Melae, et al
From

Dated 12-12-75

December 18, 1975

Stubbeman, McRae, Saaly, Laughlin
& Browder, Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Attention: Walter C. Beardsley

Re: Thirty day Extension of State Leases M-64847 & M-64848
Forest Oil Corporation, Catfish and Steelhead Units,
Loving, Reeves and Ward Counties, Texas

Dear Mr. Beardsley:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the
above captioned Leases.

Your remittances in the amounts of \$3,000.00 each, tendered to this office in
order to extend these leases for a thirty day period, from December 2, 1975,
has been applied and a receipt for this total amount is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/aln

Enc.

(38.)

M. F. 64847

CARD OF INDEX FILE

To Stubbeman, M^cRae, et al
F~~X~~

Dated 12-18-75

RECEIVED
DEC 27 1975
General Land Office

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)
SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.
ACRES 160 COUNTY Loving and Ward

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY

Individual or Company

BY STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By Walter Beardsley

DATE December 24 1975 POST OFFICE Box 2263

Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

(39.)

M. 64847
Application for Extension
File Dated 12-29-75
Bob Armstrong, Commissioner

RECEIVED

JAN 14 1976

General Land Office

SUPPLEMENTAL DRILLING AFFIDAVIT

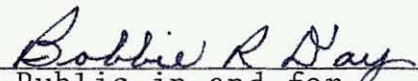
THE STATE OF TEXAS I
 I
COUNTY OF ECTOR I

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On January 1, 1976, the well was circulating at a depth of 16,152' after setting 7-3/4" liner at 17,380', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

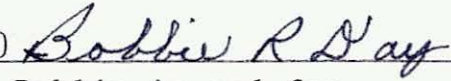
SUBSCRIBED AND SWORN TO BEFORE ME, this the 5th day of January, 1976.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF ECTOR I

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January, 1976.

(Bobbie R. Day) 
Notary Public in and for
Ector County, Texas

40.

M. 64847
Drilling Affidavit
File Dated 1-14-76
Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE
GENERAL LAND OFFICE
AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 222, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 1st day of January, 1976, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 15th day of January, 1976.

Legal [Signature]
Rental _____
Min. A/c _____
Min. Map [Signature]

Bob Armstrong
Commissioner of the General Land Office

(41)

M 64847
Extension
File Dated 1-1-76
Bob Armstrong, Commissioner

RECEIVED AS STATED
\$3,000.00

Date 12-27-75
Reg. No. 41850

GENERAL LAND OFFICE

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDEE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

RECEIVED
DEC 27 1975
AUSTIN, TEXAS General Land Office
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
Dec. 24, 1975

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847, NE/2 NE/2 Sec. 74, Block 33, H&TC Ry. Co.
Survey, Loving and Ward Counties, Texas, and
M-64848, NE 175 acres of NE Part, Abstract 1268,
Ward County, Sec. 76, Block 33, H&TC Ry. Co. Survey,
Loving and Ward Counties
The Catfish Unit

171

Dear Sir:

Enclosed herewith are Applications for Extension of
captioned oil and gas leases together with Forest Oil Corporation
checks in the amount of \$3,000.00 each.

Drilling affidavits to be dated January 1, 1976 will
reach you in normal course.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

cc: Forest Oil Corporation
Attention: Robt. J. Castor
Box 1916
Midland, Texas 79701

dr-3,000.00 41850

dr-3,000.00 41851

(42.)

M. F. 64849

CORRESPONDENCE FILE

TO Stuppeman, McKee, et al
FROM

Dated 12-24-75

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
WALTER K. BOYD
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
JAMES V. HAMMETT
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH W. CRAWFORD
MICHAEL J. CANON
REX AMINI
RICHARD E. BOOTH

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS

800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A. C. 512 476-3502

RECEIVED

JAN 14 1976

General Land Office

ADDRESS REPLY TO: Austin, Texas
Jan. 13, 1976

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847 and M-64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our December 24th letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 each, together with Applications for Extension of captioned State leases.

Enclosed herewith are drilling affidavits for January 1, 1976.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(43)

M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McKee et al
FROM

Dated 1-13-76

January 20, 1976

Stubbeman, McRae, Sealy, Laughlin
& Browder, Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Re: Thirty day Extension of State Leases
M-64847 and M-64848
Catfish and Steelhead Units
Loving, Reeves and Ward Counties, Texas

Gentlemen:

Please find enclosed herewith Extensions of Oil and Gas Leases covering the captioned Leases.

Your remittances in the amount of \$3,000.00 each tendered to this office in order to extend these Leases for a thirty day period, from January 1, 1976, have been applied and a receipt for this total amount is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/aln

Enc.

(44.)

M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McKae et al
From

Dated 1-20-76

RECEIVED

JAN 28 1976

General Land Office

APPLICATION FOR EXTENSION OF OIL & GAS LEASE

Hon. Bob Armstrong, Commissioner
General Land Office
Austin, Texas 78701

Under the provisions of Senate Bill No. 148, Chapter 255, Acts of the 53rd. Legislature, 1953, Article 5382e, V. A. C. S., providing for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd. Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th. Legislature, 1939, Chapter 82, Acts of the 50th. Legislature, 1947, and other applicable laws, the undersigned hereby applies for a 30 day extension of the oil & gas lease held by the lessee on the tract of land described below and dated the 4th day of August, 19 70, and being Mineral File No. M-64847 in the General Land Office, so as to include the provisions of said statute.

Enclosed herewith is \$3,000.00, the consideration required for this extension under the above Act.

TRACT NE/2 NE/2 AREA _____
(Bay, River, etc.)
SECTION 74 BLOCK 33 TSP. _____ SURVEY H&TC Ry. Co.
ACRES 160 COUNTY Loving and Ward*

(Only one lease should be included in this application, and the land must be described the same as in the lease originally granted.)

GETTY OIL COMPANY

Individual or Company

By STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By Walter Sealey

DATE Jan. 23, 1976 POST OFFICE Box 2263

Austin, Texas 78767

* or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas assuming the common boundary line between Sections 75 and 74 of said block is the North line of Section 74.

(45.)

M. 64847

Application for Extension

File Dated 1-28-76

Bob Armstrong, Commissioner

SUPPLEMENTAL DRILLING AFFIDAVIT

RECEIVED

FEB 10 1976

General Land Office

THE STATE OF TEXAS I

I

COUNTY OF ECTOR I

BEFORE ME, the undersigned, a Notary Public in and for Ector County, Texas, on this day personally appeared JIM HARKEY known to me to be a credible person, who after being by me duly sworn, upon his oath does depose and state as follows:

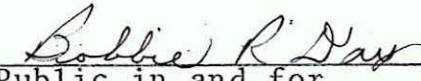
That he is employed by Parker Drilling Company in the capacity of Rig Superintendent and is in charge of Parker Drilling Company's Rig No. 45. Further, that he knows of his own personal knowledge that operations were commenced on July 8, 1975, for the drilling of the Forest Oil Corporation's Catfish Well No. 1 located 1,800' from the Northwest line and 14' from the Southwest line, Section 70, Block 1, W&NW Survey, Loving County, Texas. Drilling operations by Rig 45 were commenced on July 26, 1975, and such operations have continued to this date. On January 31, 1976, the well was drilling at a depth of 20,946 ' and is presently drilling at a depth of 21,200 ', with future drilling operations expected to continue to the objective depth of 22,000'.


JIM HARKEY, Rig Superintendent
Parker Drilling Company

SUBSCRIBED AND SWORN TO BEFORE ME, this the 2nd day of

February, 19 76.

(Bobbie R. Day)


Notary Public in and for
Ector County, Texas

THE STATE OF TEXAS I

I

COUNTY OF ECTOR I

BEFORE ME, the undersigned authority, on this day personally appeared JIM HARKEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that all the facts stated in the foregoing Supplemental Drilling Affidavit were true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of February, 19 76.

(Bobbie R. Day)


Notary Public in and for
Ector County, Texas

46.

M. 64847
Drilling Affidavit

File Dated 2-18-76

Bob Armstrong, Commissioner

EXTENSION OF OIL AND GAS LEASE

GENERAL LAND OFFICE

AUSTIN, TEXAS

WHEREAS, State Lease No. M-64847 covering the hereinafter described tract of land was issued to Getty Oil Company on the 4th day of August, 1970, and known as: NE/2 of NE/2 of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas; and

WHEREAS, Chapter 222, Acts of 53rd Legislature, Regular Session 1953 provides for extensions of valid and subsisting leases issued pursuant to Chapter 271, Acts of the 42nd Legislature, 1931, as amended by House Bill No. 9, Acts of the 46th Legislature, 1939, Chapter 82, Acts of the 50th Legislature, 1947, and other applicable laws; and

WHEREAS, drilling operations are being conducted thereon in good faith and workmanlike manner; and

WHEREAS, the owner of said lease has made written application for the extension thereof in accordance with said Act, and paid the sum of \$3,000.00, as consideration therefor:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, by virtue of the authority vested in me, and in accordance with the provisions of said Act, do by these presents hereby extend said lease insofar as it covers the Northeast 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, or the East 160 acres of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas, assuming the common boundary line between Sections 75 and 74 of said Block is the North line of Section 74, for a period of thirty (30) days from and after the 31st day of January, 1976, and so long thereafter as oil or gas is being produced in paying quantities.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal thereof, this the 17th day of February, 1976.

Legal Cam
Rental _____
Min. A/c _____
Min. Map JS

Bob Armstrong
Commissioner of the General Land Office

(47.)

M. 64847
Extension
Filed 1-31-76
Bob [unclear] Commissioner

RECEIVED AS STATED
\$3,000.00

Date 1-24-76
Reg. No. 50806

GENERAL LAND OFFICE

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
WALTER K. BOYD
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
JAMES V. HAMMETT
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON
REX AMINI
RICHARD E. BOOTH

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

ADDRESS REPLY TO: Austin, Texas
Jan. 23, 1976

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847, NE/2 NE/2 Sec. 74, Block 33, H&TC Ry. Co.
Survey, Loving and Ward Counties, Texas, and
M-64848, NE 175 acres of NE Part, Abstract 1268,
Ward County, Sec. 76, Block 33, H&TC Ry. Co. Survey,
Loving and Ward Counties
The Catfish Unit

171
RECEIVED
JAN 24 1976
General Land Office

Dear Sir:

Enclosed herewith are Applications for Extension of
captioned oil and gas leases together with Forest Oil
Corporation checks in the amount of \$3,000.00 each.

Drilling affidavits to be dated January 31, 1976 will
reach you in normal course.

Very truly yours,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

cc: Forest Oil Corporation ✓
Attention: Robt. J. Castor
Box 1916
Midland 79701 ✓

ch 3000.00 50805
ch 3000.00 50806
ch 3000.00 50807

(48)

M. F.

64847

CORRESPONDENCE FILE

To Stubbeman, M^{rs} Lee, et al

F. C. M.

Dated

1-23-76

FRANK STUBBEMAN
HAMILTON E. MCRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDUE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
WALTER K. BOYD
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
JAMES V. HAMMETT
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH W. CRAWFORD
MICHAEL J. CANON
REX AMINI
RICHARD E. BOOTH

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING-ZIP CODE 78701
P. O. BOX 2263-ZIP CODE 78767
A.C. 512 476-3502

171
FEB 10 1976

General Land Office

ADDRESS REPLY TO: Austin, Texas
Feb. 9, 1976

Commissioner General Land Office
State of Texas
Austin, Texas 78701

Re: M-64847 and M-64848, Forest Oil Corporation, Catfish
and Steelhead Units, Loving, Reeves and Ward Counties

Dear Sir:

Reference is made to our January 23rd letter transmitting Forest Oil Corporation checks in the amount of \$3,000.00 each, together with Applications for Extension of captioned State leases.

Enclosed herewith are drilling affidavits for January 31, 1976.

Please direct the Commissioner's Extension Orders to the undersigned at Box 2263, Austin 78767.

Very truly yours,

STUBBEMAN, MCRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

(49.)

M. F. 64847

CORRESPONDENCE FILE

To Stubbeman, McLaue, et al
A. S. OM

Dated 2-9-76

February 20, 1976

Stubbeman, McRae, Sealy, Laughlin
& Browder
Attorneys at Law
P. O. Box 2263
Austin, Texas 78767

Attention: Mr. Walter C. Beardsley

Re: State Lease No. M-64847 & M-64848
Catfish and Steelhead Units
Loving, Reeves and Ward Counties, Texas

Dear Mr. Beardsley:

Please find enclosed herewith Extensions (3) of Oil and Gas Leases covering the above captioned Leases.

Your total remittances in the amount of \$9,000.00 tendered to this office in order to extend these leases for a thirty day period, from January 31, 1976, has been applied and a receipt for this amount is enclosed.

Sincerely yours,

Bob Armstrong

By:

V. C. Morelle, Attorney

VCM/aln

Enc.

(50.)

M. F. 64847

CORRESPONDENCE FILE

To Stubbsman, McElae, et al
r. ~~om~~

Dated 2-20-46

March 8, 1976

Forest Oil Corporation
1500 Colorado National Building
950 17th Street
Denver, Colorado 80202

ATTENTION: ACCOUNTING MANAGER

RE: State Leases M-64347 and M-64348
NE/2 NE/2 Section 74 and NE 175 Acres Section 76
Block 33 H & TC Ry. Co. Survey
Loving and Ward Counties, Texas

Gentlemen:

This will acknowledge your \$5,060.00 check and Getty Oil Company's
\$1,060.00 check for shut-in gas royalty for the above leases.

Please complete and return one copy of the enclosed shut-in affidavits.

Sincerely yours,

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-475-2858
LAB/glc
Enclosures

cc: Getty Oil Company
P. O. Box 1404
Houston, Texas 77001

cc: Stubbeman, McKee, Sealy, Laughlin and Browder
Attorneys at Law
P. O. Box 1540
Midland, Texas 79701

(51)

M. F. 64847

CORRESPONDENCE FILE

To

Forest Oil Corp.

From

Dated 2-8-76 gc

14' FNL Sec. 76 State Fee

PLEASE FILL PERMIT
RAILROAD COMMISSION OF TEXAS

FORM W-1
(1-1-70)

DATE: 8
47 101 40050

SPS

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

AUG 1 - 1975

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

7. RRC District

8

8. County

Loving

9. Well Number

1

10. Number of Acres in Lease

704

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

1800'

1. Operator
FOREST OIL CORPORATION

2. Address (Including City and Zip Code)

P. O. Box 1916
Midland, Texas 79701

4. Lease Name
Catfish Unit

5. Location (Sec., T1N., R1E., Survey)

Sec. 70, R1E. 1, W6NW Ry. Co. Survey

6. This well is to be located, 1 1/2 miles SE

Direction from Mentone

Nearest Post Office

3. Is Form PS (Organization Report) in Exact Operator Name Filed?

YES ☒ NO ☐

EACH PROPOSED COMPLETION

12. FIELD NAME (Exactly as shown on R. R. C. Production Schedule including Reservoir if applicable) If Wildcat, so state below.	13. Completion Depth	14. RRC Lease or ID Number (If applicable)	15. Field Rule Section (Distance to Lease Line A. Distance between wells, if no special rules indicate Statewide Rule 37.)	16. Field Rule Protection Unit (Acres) (If no special rules indicate Statewide Rule 34.)	17. Number of Acres in Drilling Unit for this Well	18. Is this acreage presently assigned to another well in same field? (Yes or No, if yes, explain in remarks.)	19. Distance from proposed location to nearest drilling completed or applied for well in same reservoir or same lease (ft.)	20. Is this a Recreational Location? (Yes or No)	21. Oil, Gas, or other Type Well (Specify)	22. Number of Wells or Permitted locations on this lease in same Reservoir for which this Permit is Requested
Vermejo (Fusselman)	18,700		1000 1867	640	704	No	---	Yes	Gas	---
Vermejo (Ellenburger)	20,800		1000 1867	640	704	No	---	Yes	Gas	---

NOTICE

NO ALLOWABLE WILL BE ASSIGNED TO ANY WELL WHICH DOES NOT HAVE SUFFICIENT SURFACE CASING TO PROTECT ALL FRESH WATER SANDS. WHERE COMMISSION RULES DO NOT SPECIFY SURFACE CASING REQUIREMENTS, IT WILL BE NECESSARY TO CONTACT TEXAS WATER DEVELOPMENT BOARD, AUSTIN, TEXAS, TO ASCERTAIN THE DEPTH TO WHICH FRESH WATER SANDS MUST BE PROTECTED.

REMARKS: 1800' FNL & 14' FSWL Section 70,

Block 1, W6NW Ry. Co. Survey,

Loving County, Texas

Comp: 4/8/76 (Set)

PFE: 18,687 - 756

IPAE: 15 MMCFG

TD: 11,700

- OVER -

CERTIFICATE

I declare under penalties prescribed in Article 6036c, K. C. S., 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.

Signature

Robert J. Castor, Division Landman

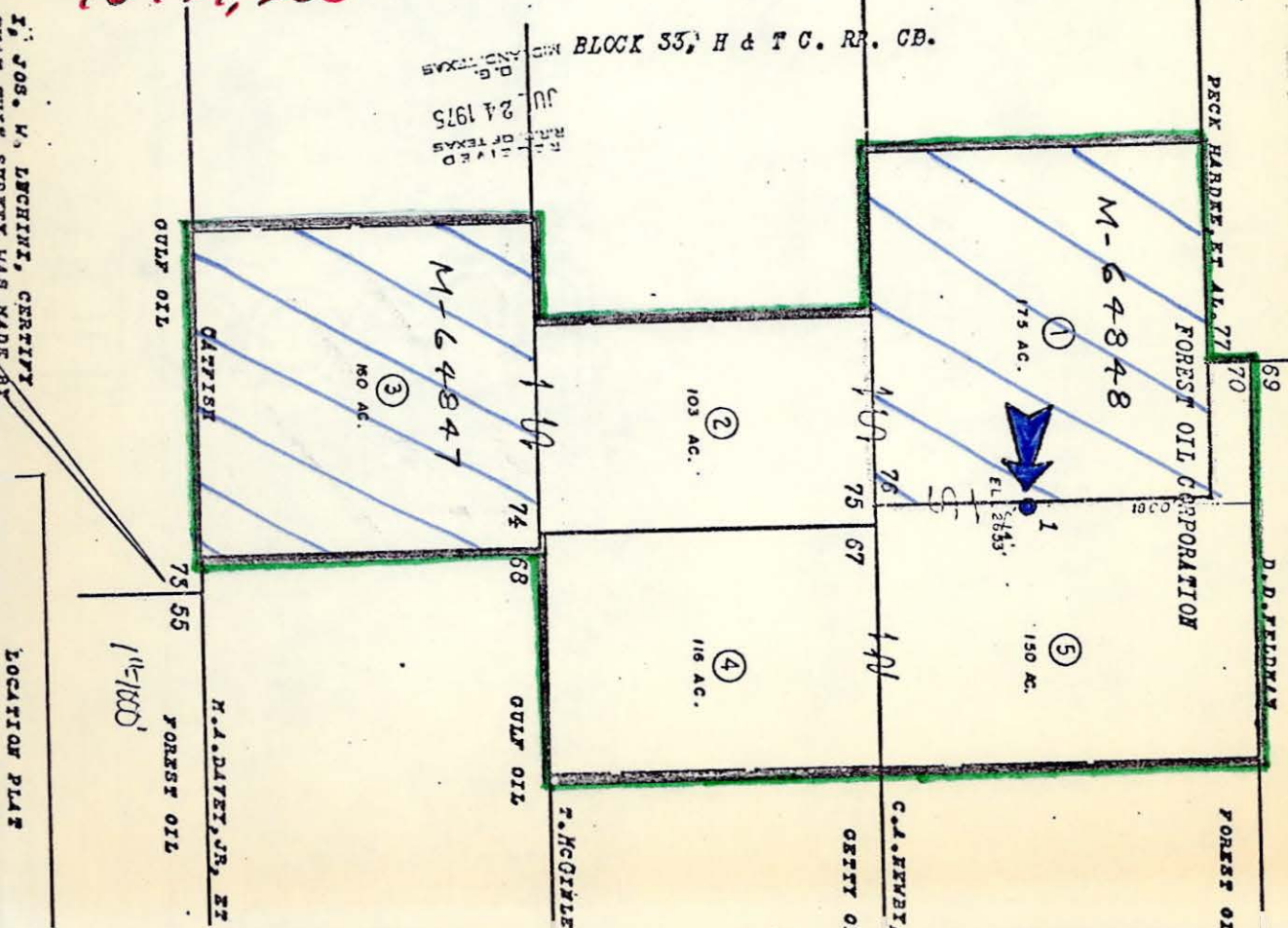
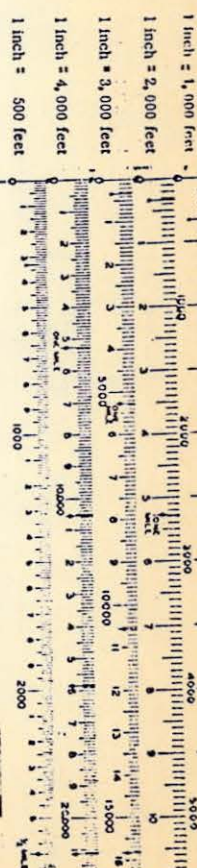
Title

July 24, 1975

Date

Telephone: Area Code 915 683-1851

SCALE OF MAP



PLAT SERVICE

7-29-75

52

M. F. 64847

APPLICATION TO DRILL

WELL # 1

FILED 4-8 1976

BOB ARMSTRONG, COMMISSIONER

BY: MHS

Exploration and Development

Lease Status Report

DO NOT DESTROY

DATE

NAME

TO: Mineral Acctg. 4-14-76 M. H. JANSZEN

M.F. No. 64847

Lease CATFISH UNIT

County LOVING

Operator Forest Oil Corp.

Effective Date

☐ P & A (Last Well on Lease) _____

☒ First Producing Well on Lease 4-8-76

☐ Commingle Production _____

☐ Unit & Pooling Agreements _____

☐ Amendments to Units _____

☐ Other: Note Below _____

Unit Gas well comp:

4/8/76 for 15,000 MCFE).

BZM
4/14/76

Date 4/6/76

COMPANY Forest Oil Co.

P. O. BOX _____

PERSON CALLING Bob Caster

CITY _____

RE: State Lease M- 64847 + 64848

Lease ~~NE/2~~ NE/2 NE/2 Sect 74 + NE 175 Acres Sect. 76

Field Blk 33 H+TC Ry Co. Survey

County Loving + Ward

REMARKS:

Requested a shut-in affidavit. ~~The~~ The well is back on production. He wondered if he still needed to complete the S.I. affd. I said yes + to put the date that it went back on production in "remarks" section.

L. A. B.

Referred to _____

Remarks:

53

M. E. 64847
CORRESPONDENCE FILE

To Telephone Memo.

From

Dated 4-6-76



FOREST OIL CORPORATION

1500 Colorado National Building · Denver, Colorado 80202

APR 29 1976

April 27, 1976

RE: C&A - Division Order
Catfish Unit
Leases L-4211-4&11

TO ALL INTEREST OWNERS:

We are enclosing herewith two copies of Forest Oil Corporation's Division Order covering production from the captioned well attributable only to Forest leases.

Will you please:

1. Execute one copy of the Division Order in the presence of two witnesses.
2. Have the witnesses sign in the spaces marked for their signatures.
3. Insert your Social Security Number (or Taxpayer Identification Number for trusts and corporations).
4. Revise your address, if the address we have shown is not the one at which you wish to receive royalty payments.
5. Return the executed copy to us at the address shown above. The additional copy is for retention in your files.

Very truly yours,

FOREST OIL CORPORATION

Marion A. Fallwell

Marion A. Fallwell
Legal Department

MAF/mm

Enclosures 2

* This D/O covers only those leases contributed to the unit by Forest Oil. See ltr. dated 5/10/76 attached to D/O covering the Steelhead Unit (M-66110) - Same situation applies here.

DIVISION ORDER

RECEIVED

APR 29 1976

General Land Office

Date April 27, 1976
Property No. 4-6723-908

To: Forest Oil Corporation
1500 Colorado National Building
950 -17th Street
Denver, Colorado 80202

The undersigned, and each of us, as Sellers, severally but not jointly, guarantee and warrant that we are the legal owners in the proportions set out below, of all the oil and gas produced from the Forest Oil Corporation - Catfish Unit Well lease or unit insofar as same covers and includes the following described land in Loving, Reeves, Ward County or Parish, State of Texas, viz:

Forest Oil Corporation et al. Catfish Unit, consisting of:
Tract 1 NE/175 acres Section 76, Block 33, H&TC Ry Co Survey; Tract 2 NE/103 acres Section 75, Block 33, H&TC Ry Co Survey; Tract 3 NE/160 acres Section 74, Block 33, H&TC Ry Co Survey; Tract 4 SW/116 acres Section 67, Block 1, W&NW Ry Co Survey; Tract 5 SW/150 acres Section 70, Block 1, W&NW Ry Co Survey, containing a total of 704 acres, more or less, all in Loving County, Texas.

Effective as of 7:00 A.M. on the _____ day of _____, 19____, first runs and until further notice from the undersigned you are authorized to give credit, in the manner set out on Exhibit A hereto, to the undersigned for their respective interests in all of the proceeds derived from the sale of oil and gas from said property, subject, however, to the terms, conditions, covenants and directions herein contained, viz:

1. The term "oil" as used herein is defined to include crude oil, distillate, condensate and all other liquid hydrocarbons; and the word "gas" as used herein is defined to include natural gas, casinghead gas and all other gaseous substances.

2. All oil and gas, or either of them, run in pursuance of this division order shall become the property of Forest Oil Corporation (hereinafter variously called or referred to as "Forest" or as the "Purchaser") upon delivery thereof to it, or to any pipeline or other carrier designated by it.

3. The oil shall be paid for at the market price in effect in the field on dates of delivery, for oil of the same grade and gravity. If, however, the oil should be sold by the Purchaser to another purchaser, settlement therefor shall be based upon the price received by Forest less transportation costs, if any, to the point of sale. Payment for oil purchased hereunder shall be made monthly by mailing or delivering to Sellers or their heirs, legal representatives, successors, or assigns, at the address shown on Exhibit A hereto, Purchaser's check or draft.

4. In making settlements for the interest of the undersigned in the proceeds from the sale of gas, Purchaser is authorized to use the market value at the wells for the gas sold or used off the property (as to all gas sold by Forest, as owner or operator of the oil and gas leasehold estate in the above described land, to a non-affiliated buyer, under a long term gas contract entered into in good faith, the contract price received by Forest shall be conclusively presumed to be the market value at the wells of the gas so sold), or the net proceeds received by Purchaser for the gas sold at the wells. Purchaser is authorized to make a fair and reasonable charge for gathering and transporting the gas and making such gas merchantable, said charge to be deducted from the gross amount received by the Purchaser to determine the market value at the well currently payable as royalty. Payment for gas purchased hereunder shall be made monthly by mailing or delivering to Sellers or their heirs, legal representatives, successors and assigns, at the addresses shown on Exhibit A hereto, Purchaser's check or draft.

5. All claims or demands by any governmental authority on Purchaser for severance, production, occupation or other tax on account of Sellers' interests in the oil or gas run pursuant to this division order may be paid by Purchaser for the account of Sellers, and any taxes so paid by Purchaser for the account of any Seller may be withheld from the proceeds accruing to such Seller hereunder.

6. If any portion of the proceeds derived from the sale of gas is subject to refund under any order, rule or regulation of the Federal Power Commission or the provisions of the Natural Gas Act, Forest may hold without interest the portion of the proceeds subject to refund unless indemnity satisfactory to Forest has been furnished, or until Forest's refund obligation has been finally determined. If any portion of the proceeds derived from the sale of gas and paid over by Forest to the undersigned, is thereafter required to be refunded by Forest under any order, rule or regulation of the Federal Power Commission or the provisions of the Natural Gas Act, Forest is authorized to recover the amount of the refund applicable to the interest of each of the undersigned from future payments, or at Forest's election, it may invoice the undersigned therefor, plus the legal rate of interest Forest is required to pay in connection with the undersigned's portion of the refund.

7. No change in ownership of the oil and gas, or in the proceeds thereof, shall be binding upon Purchaser until it shall have been furnished with satisfactory evidence thereof.

8. If an adverse claim of title should be asserted to the land above described, or to all or any part of the oil and gas delivered hereunder, Purchaser, without liability for the conversion of the oil and gas, and without obligation to pay interest on the amount withheld, may withhold payment of any sums due hereunder until such adverse claim has been settled and determined. If any equitable, reversionary or contingent interest is owned or retained by any party to this division order, such party hereby relieves the Purchaser from any obligation to determine if and when payment for such interest shall commence, agrees to notify Purchaser in writing not more than 30 days prior to the date on which such payment shall commence, and will hold Forest harmless for any erroneous payment of such interest prior to its receipt of said written notification.

9. If the above land is presently within or becomes a part of any drilling or production unit or units established by order or orders of any governmental body having jurisdiction (or in the event any such unit or units be revised by order of any such governmental body) the undersigned agree that this division order is and shall be subject to any such order or orders and that each of them will be entitled to receive their interests, as set forth in Exhibit A hereto, in the production from any such unit or units in accordance with and on the basis fixed by such order or orders.

10. It is agreed that should the proceeds accruing to any interest hereunder amount to less than \$5.00 at any settlement date, Forest may withhold payment, without interest, and, in lieu of the scheduled payments, make payments at annual intervals.

11. This division order shall become valid and binding on each party executing the same as soon as it is signed by such owner, regardless of whether or not any other of the owners listed on Exhibit A hereto has so signed.

WITNESSES:

_____	_____
_____	(Social Security or Owner Identification Number_____)
_____	_____
_____	(Social Security or Owner Identification Number_____)
_____	_____
_____	(Social Security or Owner Identification Number_____)
_____	_____
_____	(Social Security or Owner Identification Number_____)

Please have signature witnessed by two persons, and please insert correct mailing address on Exhibit A hereto attached.

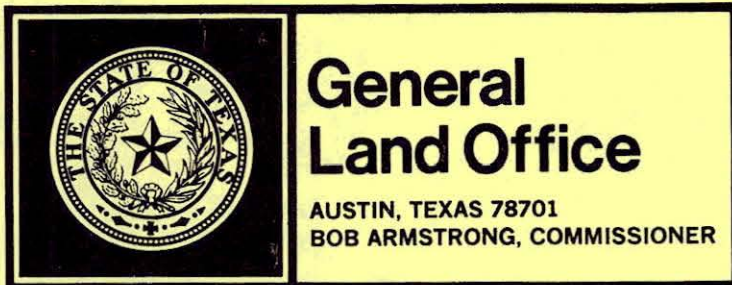
The Forest leases affected hereby are: L-4211-4&11

RECEIVED
APR 29 1976
General Land Office

EXHIBIT "A"

ATTACHED TO DIVISION ORDER COVERING
THE FOREST OIL CORPORATION -
CATFISH UNIT WELL LEASE
COVERING LANDS IN LOVING,
REEVES, WARD COUNTIES,
TEXAS

<u>CREDIT TO:</u>	<u>DIVISION OF INTEREST</u>	<u>ADDRESS</u>
Ky-Tex Properties, Inc.	.0024969 RI	Route 2, Box 21 Kyle, Texas 78640
A. W. Gregg, Jr., Trustee	.0189745 RI	Route 2, Box 21 Kyle, Texas 78640
Mary E. Payne, separate property	.0005985 RI	417 Perry-Brooks Building Austin, Texas 78701
Curtis Pool	.0005985 RI	823 Idlewood Odessa, Texas 79761
Loyd W. Reddig	.0000999 RI	520 Wall Towers East Midland, Texas 79701
Robert J. Pervinsek	.0001995 RI	2004 North "D" Street Midland, Texas 79701
Commissioner of General Land Office, State of Texas	.0497159 RI	Austin, Texas 78701
R. M. Nugent and wife, Marjorie Nugent	.0002995 RI	719 Sylvan Longview, Texas 75601
W. Wayne Royce	.0003991 RI	P. O. Box 2013 Midland, Texas 79701
Gary G. Burnett	.0001493 RI	501 Petroleum Building Midland, Texas 79701
Kenneth H. Griffin	.0001493 RI	501 Petroleum Building Midland, Texas 79701
Arthur Clinton Atkins	.0001995 RI	P. O. Box 636 Fort Stockton, Texas 79735
The Williams Partnership	.0056858 RI	P. O. Box 1668 Fort Stockton, Texas 79735
Richard M. Oldham	.0000999 RI	1212 Midland Savings Bldg. Midland, Texas 79701
N. S. Marrow and wife, Dorothy H. Marrow	.0070075 RI	417 Perry-Brooks Building Austin, Texas 78701
Clayton W. Williams, Jr.	.0029925 RI	500 GIHLS Tower West Midland, Texas 79701
(Rio) Bravo Oil Company	.0121922 NPRI	P. O. Box 1319 Houston, Texas 79701
Forest Oil Corporation	.4329428 WI	1500 Colorado National Bldg. 950 -17th Street Denver, Colorado 80202



May 20, 1976

Forest Oil Corporation
1500 Colorado National Bldg.
Denver, Colorado 80202

AF-116

RE: State Lease M-64847 and M-64848
Catfish Unit Well
Loving, Reeves & Ward Counties, Texas
Property No. 4 - 6723 - 908 (Oil & Gas Division Order)
Forest Oil Leases: L - 4211 - 4 & 11

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

Barbara Fry, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure
BF/mow

64847
FEDERAL BUREAU OF INVESTIGATION

To

Forrest Oil Co

From

Date 5-20-76





May 19, 1976

Forest Oil Corporation
1500 Colorado National Building
Denver, Colorado 80202

RE: State Lease M-64847 & 64848
Catfish Unit
Ward County, Texas

Gentlemen:

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

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

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

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, which appears to read "Harry T. Finnell". The signature is written in a cursive, flowing style.

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

55

M. F. 64847

CORRESPONDENCE FILE

To Forest Oil
~~Forest Oil~~

Dated 5-19-76

SHUT-IN AFFIDAVIT

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

	Initial:	Date:
Affidavit Auditor	<u>LAB</u>	<u>6/4/76</u>
Comments: OK		
Exploration & De- velopment	<u>MHV</u>	<u>6/4/76</u>
Comments: OK		
Legal-Energy Resources	<u>gg</u>	<u>6-4-76</u>
Comments:		
Affidavit Auditor	_____	_____
Comments:		

Getty Oil Company ✓

P. O. BOX 1404

HOUSTON, TEXAS 77001 ✓

122

122

Shut-in gas well royalty for the Catfish Unit #1 Well under the terms of Oil and Gas Lease No. 64847 dated August 4, 1970, between The State of Texas, Lessor, and Getty Oil Company, Lessee, recorded in Volume 32, Page 124, Oil and Gas Lease Records of Loving County, Texas.----\$1,600.00

63794

RECEIVED

FEB 26 1976

General Land Office

NO. **35286**

shut-in royalty

WE ENCLOSE HERewith OUR CHECK PAYABLE TO YOUR ORDER IN FULL PAYMENT OF ~~LEASE RENTAL~~ WHICH IS PAID THE PARTY OR PARTIES NAMED BELOW UNDER THE TERMS OF AN OIL AND GAS LEASE DESCRIBED BELOW ~~FOR THE PERIOD STATED~~

State Lease 64848

\$5,060.00

Payment made in accordance with Unitization Agreement and Declaration of Pooled Unit dated July 10, 1975 covering Catfish Unit operation

RECEIVED

FEB 26 1976

General Land Office

63795

AREA

Loving, Reeves & Ward-Mentone

LEASE NO.

4211-4

FOR 12 MONTH PERIOD FROM

ACRES (MORE OR LESS)

506

COUNTY OR PARISH

Loving

STATE

Texas

LEASE DATED

August 4, 1970

RECORDED: VOL.

32

PAGE

304

PLEASE STAMP, SIGN, DATE (YOUR RECEIVING DATE) AND RETURN THE ENCLOSED (GREEN) DEPOSIT RECEIPT BY NEXT MAIL IN THE ENCLOSED STAMPED ADDRESSED ENVELOPE.

FOREST OIL CORPORATION
1300 N B C Bldg. San Antonio, Texas 78205

122

No. 35286

DATE February 3, 1976

AMOUNT \$5,060.00

PAY

FOREST OIL CORPORATION
1300 NATIONAL BANK OF COMMERCE BUILDING
SAN ANTONIO, TEXAS 78205

RECEIVED

FEB 26 1976

General Land Office



Each \$5,060.00

DEPOSIT RECEIPT

TO
THE
ORDER
OF

COMMISSIONER OF THE GENERAL LAND OFFICE
AUSTIN, TEXAS

NATIONAL BANK OF COMMERCE
SAN ANTONIO, TEXAS

NO. 35286

shut-in royalty

ACKNOWLEDGES RECEIPT OF THE ABOVE AMOUNT WHICH YOU STATE IS IN FULL PAYMENT OF ~~MINIMUM RENTAL~~ ~~RENTAL~~ PAID THE PARTY OR PARTIES
PARTIES NAMED BELOW UNDER THE TERMS OF AN OIL AND GAS LEASE DESCRIBED BELOW FOR THE PERIOD STATED:

State Lease 64848 \$5,060.00

Payment made in accordance with Unitization
Agreement and Declaration of Pooled Unit
dated July 10, 1975 covering Catfish Unit
operation

AREA Loving, Reeves & Ward-
Mentone

LEASE NO. 4211-4

FOR 12 MONTH PERIOD FROM

ACRES (MORE OR LESS) 506

COUNTY OR PARISH Loving

STATE Texas

LEASE DATED August 4, 1970

RECORDED: VOL. 32

PAGE 304

63795

RECEIVED, ON THIS DAY _____ 19____, THE AMOUNT SHOWN ABOVE

NOTE: IF RECEIVED BY BANK, ONLY SIGNATURE
OF BANK REQUIRED. PLEASE STAMP, SIGN, DATE
(DATE RECEIVED) AND RETURN THIS RECEIPT
BY RETURN MAIL.

BY _____

(FULL SIGNATURE)

TITLE _____

FRANK STUBBEMAN
HAMILTON E. McRAE
TOM SEALY
BOYD LAUGHLIN
FRED M. CASSIDY
WM. B. BROWDER, JR.
WALTER C. BEARDSLEY
W. F. PENNEBAKER
DURWARD M. GOOLSBY
RECTOR CANNON
JAMES L. PARDEE
JAMES G. NOLAND
ROBERT J. COWAN
ROBERT K. HUDSON
MILTON L. BANKSTON
HARRELL FELDT
SMITH RAY
J. P. WORD
J. J. BOWDEN
NICHOLAS C. TAYLOR
T. B. WRIGHT
JOE D. MERONEY
ALVIN WALVOORD, JR.
RODNEY W. SATTERWHITE
HAL L. KEMPF
DAMON R. CAPPS
JO ANNE CHRISTIAN
JOE R. GREENHILL, JR.
KENNETH F. JONES
DANIEL W. HERD
DAVID K. BROOKS
JOSEPH V. CRAWFORD
MICHAEL J. CANON

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

ATTORNEYS AT LAW
MIDLAND, TEXAS 79701
MIDLAND SAVINGS BUILDING
P. O. BOX 1540
A.C. 915 682-1616

AUSTIN, TEXAS
800 VAUGHN BUILDING - ZIP CODE 78701
P. O. BOX 2263 - ZIP CODE 78767
A.C. 512 476-3502

RECEIVED
FEB 26 1976
General Land Office

ADDRESS REPLY TO:

Austin, Texas
Feb. 26, 1976

Commissioner General Land Office
State of Texas

FOR HAND DELIVERY

63794

Re: M-64847 and M-64848
NE/2 NE/2 of Section 74 and
NE 175 acres Section 76,
Both in Block 33, H&TC Ry. Co. Survey
Loving and Ward Counties, Texas

Dear Sir:

Enclosed herewith are the following:

1. Forest Oil Corporation check No. 35286 in the amount of \$5,060.00 as shut-in gas well royalty under captioned lease M-64848.
2. Forest Oil Corporation form of deposit receipt.
3. Getty Oil Company check No. 69460 in the amount of \$1,600.00 as shut-in gas well royalty under captioned lease M-64847.

We will appreciate your usual receipt for these payments and also your execution of the Forest Oil Corporation receipt for its record-keeping purposes.

Yours very truly,

STUBBEMAN, McRAE, SEALY, LAUGHLIN & BROWDER

By

Walter C. Beardsley
Walter C. Beardsley

WCB:vj
Encl.

APR 17 1976

General Land Office

FOREST OIL CORPORATION



Forest Oil Building. P.O. Box 1916 Midland, Texas 79701

April 16, 1976

P4-6723 WT/Loving-Reeves-Ward -
Mentone ^B
M-64847 and M-64848
Forest Oil Corporation -
Catfish Unit Well No. 1
Loving County, Texas

121

Honorable Bob Armstrong
Commissioner of General Land Office
Austin, Texas 78701

Dear Sir:

In accordance with instructions from Mr. Charles F. Whitsel, Supervisor Resource Accounting, enclosed is Shut-In Affidavit in connection with captioned.

Yours very truly,

FOREST OIL CORPORATION

Robert J. Castor
Division Landman

RJC:wh

cc: Getty Oil Company
P. O. Box 1231
Midland, Texas 79701
Att'n: Mr. Jim Davis

RECEIVED

APR 17 1976

GENERAL LAND OFFICE LEASE NUMBER M- 64847 & M-64848

General Land Office

Operator FOREST OIL CORPORATIONLease Name Catfish Unit Field Vermejo (Fusselman)

Description of Lease:

Area Part NE/175 acres Section 76 Tract Block 33, H&TC Ry. Co. Survey
 Part NE/160 acres Section 74 Block 33, H&TC Ry. Co. Survey

Grantee H&TC Ry. Co. Survey Acres County Loving

The following well or wells are classified Gas Wells by the Railroad Commission of Texas and are Shut-in:

Well # 1 Number Gas Zones Completed 1 Potential MCF/day 15,000 MCF
 Barrels Liquid Date Shut-in February 18, 1976
 Well # Number Gas Zones Completed Potential MCF/day
 Barrels Liquid Date Shut-in , 19

List additional wells and information under Remarks.

- Is there a suitable market for the gas that can be produced? Yes
If not, explain under Remarks.
- Name of nearest purchaser El Paso Natural Gas Company
- Distance to nearest Gas Pipe Line Now Producing Price per MCF being offered \$1.95/MCF/MBTU
- Is there a well completed within 1000' of this lease that is producing from the same reservoir in which the above mentioned well(s) is completed? No
- Is there a well that is draining this lease, but further than 1000'? No

If Yes on 4 and/or 5, furnish: Operator Lease Date of first production

Remarks:

Well has been producing to pipeline since March 12, 1976.
 The well was shut in only long enough to remove drilling
 rig and construct pipeline connections.

for M-64847:
 rec'd \$1600.00

2/26/76

Reg # 63794

Litty Oil

for M-64848:
 rec'd \$5060.00

2/26/76

Reg # 63795

Forest Oil

I certify that this statement is true and correct.

FOREST OIL CORPORATION

By: Robert J. Castro - Title Division Landman

Sworn and subscribed to before me, the undersigned

authority, on this 16th day of April, 1976

Notary Public in and for

WANDA HICKS - Notary Public
 In and for Midland County, Texas

County, State of Texas

G.L.O. use only

Receiving Stamp

M-64847

(56) Shut-in affidavit

applied 3/1/76 - 3/1/77

LAB

M.F. No. _____

Affidavit and

Shut-in Gas Royalty Payment

For _____ 19 ____ / _____ 19 ____

Commissioner

Filed by _____
Clerk

G.L.O. use only:

M- 64847 464848

Has lease been amended? no

Electric or Radio Active Logs filed? _____

Potential Test (RRC Form GWT-1 received? _____

Primary Term Expired Aug. 4, 19 75

Acres 666 Rental \$ 3330.00 Twice Rental \$ 6660.00

Checked by _____ Audited by LAB

Shut-in Gas Royalty for March 1 19 76 to March 1 19 77 \$ 6660.00

Completed
7/30/76

TIK

ENERGY RESOURCES
LEASE STATUS REPORT

To DUKE MARTIN.
Charles H. Hessel

From B76

Date 4/14/76

Source RRC

Name of Producer Forest Oil Corp.

RRC District # 8 County Loving

Lease Name Catfish Unit

RRC Lease No. or Well I.D.# 65900 Mineral File # 64847

Field Name Vermejo (Fusselman)

Oil Well _____ Gas Well ☒

Well Number 1

Completion Date 4/8/76

Month / Year of Initial Production 3/76

Name of Gatherer El Paso NATURAL

Other Information
MCF Production
MCF

<u>3/76</u>	<u>173541</u>
<u>4/76</u>	<u>243459</u>
<u>5/76</u>	<u>236635</u>

(57)

MF-0

1/20/77

Lease status kept

B
August 30, 1977
GLO 744

Forest Oil Corporation
P. O. Box 1916
Midland, Texas 79701

ATTENTION: Mac Williams

RE: State Lease M-64847 et al
Vermejo Field
Ward County, Texas

Gentlemen:

The Gas Purchase Agreement between you, as seller, and El Paso Gas Transportation, as buyer, dated March 12, 1976, includes the above State Leases. The price is due to be renegotiated on March 12, 1978.

Please furnish this office a copy of the document covering gas sales after March 12, 1978. If it is your intent not to renegotiate at this time, please advise.

Sincerely yours,

Harry T. Finne11, Supervisor
Resource Accounting
Phone: 512 475-4541

HF/1g

(58)

M. F. 64847

CORRESPONDENCE FILE

To Forest Oil Corp.

From

Dated 8-30-77

FOREST OIL CORPORATION



Forest Oil Building. P.O. Box 1916 Midland, Texas 79701

December 7, 1977

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

64847

Re: Mentone Prospect - Vermejo
Field, Loving and Ward
Counties, Texas
El Paso-State Unit Well No. 1
Rainbow-State Unit Well No. 1
Catfish Unit Well No. 1

El Paso Gas Transportation Company,
A Division of El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas 79978

Attention: Mr. R. E. Johnson, Director,
Gas Purchases

Gentlemen:

Relative to the above, this is to notify you of the exercise of Forest's election to redetermine price to the "fair value" of gas sold from Forest's interest in the above wells. The applicable Gas Purchase Agreements relating to each respective well are as follows:

El Paso-State Unit Well No. 1: dated April 1, 1974;
Rainbow-State Unit Well No. 1: dated April 2, 1974; and
Catfish Unit Well No. 1: dated March 12, 1976.

The effective dates of escalation under the above Agreements are:

El Paso-State Unit Well No. 1: April 3, 1978;
Rainbow-State Unit Well No. 1: April 3, 1978; and
Catfish Unit Well No. 1: March 12, 1978.

Under each applicable Agreement, Forest, as Seller, and El Paso, as Buyer, are required to meet to begin the consideration of all relevant factors determining "fair value"; and, we

El Paso Gas Transportation Company
El Paso, Texas 79978

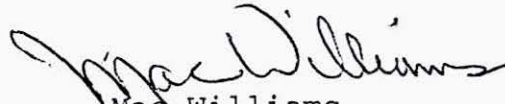
Page 2
December 7, 1977

request that you contact Forest suggesting a time and place
for such a meeting.

Thank you for your attention in this matter.

Very truly yours,

FOREST OIL CORPORATION



Mac Williams
Regional Attorney

MW:jc

cc: John C. Dorn
Jack D. Riggs
Dale F. Dorn
W. J. Stark
Dick Cassin/Tom Scott
C. K. McLaughlin
Marshall W. Keathley

58A.

M. F.

64847

CORRESPONDENCE FILE

To

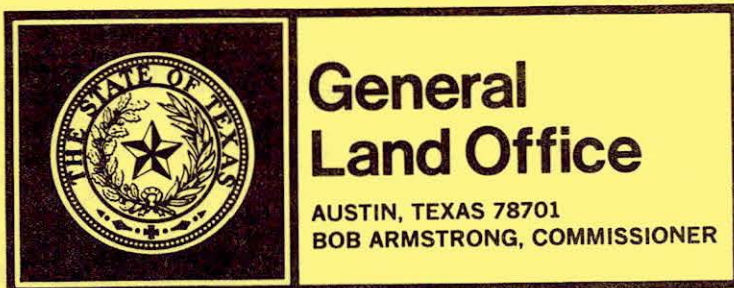
Front Oil Corp

From

Dated

12-7-77

0. 0.50



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

May 8, 1978

Forest Oil Corporation
1500 Colorado National Building
950 - 17th Street
Denver, Colorado 80202
ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-64847
Catfish Lease
Vermejo - Fusselman Field
Loving County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Revised El Paso Natural Gas Company's Gas Purchase Statement for February, 1978.
Meter No. 96-037-58297.

Please file these records at the earliest possible time.

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

Sincerely yours,

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

M. F.

64847

CORRESPONDENCE FILE

To

Forest Oil

From

Dated

5-8-78gc

59



IMPORTANT:

RETAIN WHITE COPY AND
RETURN YELLOW COPY WITH
REQUESTED DOCUMENTS.

*Ted -
Please handle
reply
Jan 5-10 78
(121)*

May 8, 1978

Forest Oil Corporation
1500 Colorado National Building
950 - 17th Street
Denver, Colorado 80202
ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-64847
Catfish Lease
Vermejo - Fusselman Field
Loving County, Texas

B file

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Revised El Paso Natural Gas Company's Gas Purchase Statement for February, 1978.
Meter No. 96-037-58297.

Please file these records at the earliest possible time.

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

Sincerely yours,

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

We have not received a Purchase Statement (Revised) from El Paso Natural Gas for the lease mentioned in this letter. I am enclosing a revised statement for the month of January, 1978 in case this is what you have reference to.

Revenue Accounting Department
FOREST OIL CORPORATION
TG - 5/10/78

60

M. F. 64847

CORRESPONDENCE FILE

Re Forest Oil

From

Dated 5-10-78 ge

24340



June 1, 1978
GLO 744

Forest Oil Corporation
P. O. Box 1916
Midland, Texas 79701

SECOND REQUEST

ATTENTION: Mac Williams

RE: State Lease M-64847 et al
Vermejo Field
Ward County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated August 30, 1977 and as of this date we have not received a reply to this letter.

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

Your prompt attention to this matter is requested.

Sincerely yours,

Harry T. Finnell , Supervisor
Resource Accounting
Telephone No. 512 475-4541
Enclosure
HF/1g

(67)
M. F. 64847

CORRESPONDENCE FILE

To Forest Oil Corp
From

Dated 6-1-78

AGREEMENT

M-64847
\$5000

STATE OF TEXAS)
COUNTY OF LOVING)

KNOW ALL MEN BY THESE PRESENTS:

This agreement and conveyance is made and entered into this 23rd day of August, 1985, to be effective the 31st day of December, 1984, and is by and between GETTY OIL COMPANY, whose address is P. O. Box 3000, Tulsa, Oklahoma 74102, hereinafter referred to as "Assignor," and TEXACO PRODUCING INC., whose address is P. O. Box 3109, Midland, Texas 79702, hereinafter referred to as "Assignee."

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, all Assignor's right, title, and interest in and to the lands, leases and interests described in Exhibit "A" attached hereto and located in Loving County, Texas.

The above lands, leases and interests are conveyed together with all rights and privileges incident thereto, including by way of example and not limitation, all of Assignor's right, title and interest in and to the following:

- (1) all oil wells, gas wells, injection wells, water wells, tanks, pumps, pipe lines, water lines, roads, buildings, machinery, facilities, equipment and all other personal property and fixtures used in connection with the lands, rights, and interests conveyed hereby and (2) all surface estates and interests, water rights, easements and rights-of-way of every kind and character held or acquired for the purpose of exploring for, developing, operating, producing, storing, transporting, treating or processing oil, gas and/or other minerals produced from or attributable to the lands, leases and interests conveyed hereby.

GETTY OIL COMPANY

By M. E. Robinson
M. E. Robinson Attorney-In-Fact

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

This instrument was acknowledged before me on August 23, 1985, by M. E. ROBINSON, Attorney-In-Fact of GETTY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

Beth Pickett
Notary Public in and for the County of
Tulsa, State of Oklahoma



Commission expires: August 24, 1987

EXHIBIT "A"

Attached to and made a part of that certain Agreement
between GETTY OIL COMPANY and TEXACO PRODUCING INC., dated
August 23, 1985

Getty Lease No.	Texas State Lease No.	Lease Date	Lessor	Lessee	County	Gross Acres	Recorded Vol.	Page	Description
400935-000	64847	8/4/70	Commissioner of the General Land Office	Getty Oil Company	Loving	160	32	124	NE/2 of NE/2 Section 74, Block 33, H&TC Ry. Co. Survey

8941 10N 11E

VOLUME 77, PAGE 744, DEED

99.07.4

EXHIBIT "A"

Attached to and made a part of that certain Agreement
between GETTY OIL COMPANY and TEXACO PRODUCING INC., dated
August 23, 1985

DEED
PAGE 745,
VOLUME 77,

Getty Lease No.	UT Lease No.	Lease Date	Lessor	Lessee	County	Gross Acres	Recorded Vol. Page	Description
407376-000	70837	9/18/74	Commissioner of the General Land Office	Exxon Corporation	Loving	320.350	NONE	Tract 72, S/2 Section 41, Blk. 20
407375-000	70838	"	"	"	"	"	NONE	Tract 73, E/2 Section 42, Blk. 20
405016-000	70832	"	"	Chalfant, Magee & Hansen, Inc.	"	"	42 129	Tract 67, E/2 Section 27, Blk. 19
405015	70831	9/19/74	University	"	"	320.35	42 124	W/2 Sec. 26, Blk. 19
405018	70834	"	"	"	"	"	42 134	E/2 Sec. 31, Blk. 20
405019	70835	"	"	"	"	"	42 139	W/2 Sec. 31, Blk. 20
405020	70839	"	"	"	"	"	42 144	W/2 Sec. 42, Blk. 20
407567-000	84431	3/11/81	Commissioner of the General Land Office	Hoover H. Wright	"	"	61 89	N/2 Sec. 4, Blk. 20
407568-000	84432	"	"	"	"	"	61 93	S/2 Sec. 4, Blk. 20
407569-000	84435	"	"	"	"	"	61 97	E/2 Sec. 8, Blk. 20
407573-000	84443	"	"	Getty Oil Company	Loving & Winkler	"	61 595	S/2 Sec. 10, Blk. 20

99.03.4

0308

GETTY OIL COMPANY

TO

TEXACO PRODUCING INC.

FILING AND RECORDING CERTIFICATE

THE STATE OF TEXAS)
COUNTY OF LOVING)

I, Edna Dewees, Clerk of the
County Court in and for said County,
do hereby certify that the within
instrument in writing, dated the
23rd day of August, 1985,
with its certification of authenti-
cation, was filed for record in my
office this 27th day of September,
1985 at 10:00 o'clock a. m. and re-
corded the 27th day of September,
1985 at 2:00 o'clock p. m. in the
DEED Records
of said County in Volume 77, Page
743.

WITNESS my Hand and Seal of said
Court, at office in Mentone, Texas,
on date and year last above written.


Edna Dewees
County Clerk, Loving County, Texas



Indexed: Fee: \$ 9.00
Direct
Reverse

62

64847

Agreement

4-23-86

Garry Mauro, Commissioner

RECEIVED AS STATED
\$50.00

DATE 4-23-86
Reg. No. 48112

GENERAL LAND OFFICE



THE STATE OF TEXAS

County of LOVING } I, EDNA DEWEES, Clerk
of the COUNTY Court of LOVING County, Texas, do hereby certify that

the foregoing is a true and correct copy of the original RECORDED AGREEMENT FROM GETTY OIL COMPANY
TO TEXACO PRODUCING INC., DATED AUGUST 23, 1985, FILED FOR RECORD SEPTEMBER 27, 1985
FILE NO. 1369

as the same appears of record in my office in book 77 page 743 DEED RECORDS.

Given under my Hand and Seal of said Court, at office in MENTONE, TEXAS
this 24th day of January 1986

[Signature] Clerk,

By _____ Deputy.

64847

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

FOREST OIL CORP. EV. 6/89

RECEIVED

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER
ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

OCT 10 1989

PERMIT NUMBER 364651	DATE PERMIT ISSUED OR AMENDED 10/02/89	DISTRICT Midland, TX
PI NUMBER 42 301 30862	FORM W-1 RECEIVED 10/02/89	COUNTY 08
TYPE OF OPERATION DRILL		ACRES 704.00
OPERATOR FOREST OIL CORP. P.O. BOX 1916 *PRODUCTION ADM. MIDLAND TX 79702		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No.: 915 684-5581
LEASE NAME CATFISH		WELL NUMBER 2
LOCATION 3.00 MILES S'LY FROM MENTONE		TOTAL DEPTH 19,500
SECTION, BLOCK and/or SURVEY SECTION => 74 BLOCK => 33 ABSTRACT => 959 SURVEY ==> H&TC RR CO.		
DISTANCE-LEASE LINES 1,000.00 F NE - 1,663.00 F SE		DISTANCE-NEAREST WELL ON LEASE 4892
DISTANCE-SURVEY LINES 1,000.00 F NE - 1,000.00 F NW		
READ IMPORTANT CONDITIONS AND INSTRUCTIONS ON THE BACK OF THIS FORM		

••••• AND LIMITATIONS

••••• VERMEJO (FUSSELMAN)

**** LIMITATIONS ****

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

REGULAR PROVIDED THIS WELL IS NEVER COMPLETED IN VIOLATION OF
APPLICABLE SPECIAL FIELD OR STATEWIDE SPACING RULES.
REGULAR PROVIDED THIS WELL IS NEVER PRODUCED CONCURRENTLY FROM THE
SAME RESERVOIR AS: #1

THE FOLLOWING RESTRICTIONS APPLY TO THE FIELDS SPECIFIED

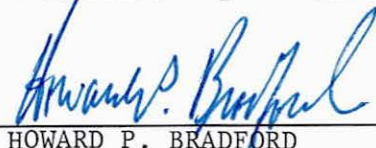
REGULAR PROVIDED THIS WELL IS DRILLED IN COMPLIANCE WITH RULE 36.
VERMEJO (FUSSELMAN)

SPUDDING AFFIDAVIT

STATE OF TEXAS)
)
COUNTY OF LOVING)

BEFORE ME, the undersigned authority, on this day personally appeared Howard P. Bradford, known to me to be a credible person, who, after being by me duly sworn, on oath does depose and say:

That he holds the position of Division Land Manager with Forest Oil Corporation, and that he knows of his own personal knowledge that operations on the 8th day of February, 1990, for the drilling of the Catfish Unit No. 2 well located 1000' FNEL & 1000' FNWL of Section 74, Block 33, H&TC Ry. Co. Survey, Loving County, Texas that drilling on this well was commenced on the 22nd day of February, 1990, and that same was being drilled at a depth of 1715 feet on the 26th day of February, 1990.


HOWARD P. BRADFORD

SUBSCRIBED AND SWORN TO BEFORE ME this 27th day of February, 1990.



ROMAE J. BELL
In and For the State of Texas
My Commission Expires 4-26-93


Notary Public in and for
Midland County, Texas

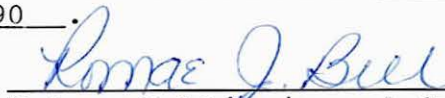
STATE OF TEXAS)
)
COUNTY OF MIDLAND)

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

GIVEN under my hand and seal of office this 27th day of February, 1990.



ROMAE J. BELL
In and For the State of Texas
My Commission Expires 4-26-93


Notary Public in and for
Midland County, Texas

Lease #(s) Vermejo Unit

Project #(s) P2-670023

FOREST OIL, CORP.
ET AL.

GULF OIL

EXHIBIT "B"

Attached to and made a part of
Unitization Agreement and Declaration of Pooled unit
dated the 10th day of July, 1975

69

D.D. FELDMAN

PECK HARDEE, ET AL. 77

70

FOREST OIL

FOREST OIL CORPORATION

Tract

1

175 AC.

Tract

5

150 AC.

1800

1

EL. 2653'

76

75

67

Tract

2

103 AC.

Tract

4

116 AC.

C.A. NEWBY, ET AL.

GETTY OIL

T. MCGINLEY

74

68

GULF OIL

Tract

3

160 AC.

CATFISH

H.A. DAVEY, JR., ET AL.

GULF OIL

73

55

FOREST OIL

I, JOS. W. LECHINS, CERTIFY
THAT THIS SURVEY WAS MADE BY
ME ON THE GROUND AND THAT THIS
PLAT IS TRUE AND CORRECT.
JUNE 27, 1975

LOCATION PLAT

FOREST OIL CORPORATION

CATFISH-UNIT

SW 150 AC. SURVEY 70, SW 116 AC.
SURVEY 67; BLOCK 1, W & N W. RR;
NE 175 AC. SURVEY 76, NE 103 AC.
SURVEY 75, NE 160 AC. SURVEY 74,
BLOCK 33, H & T C. RR.
LOVING COUNTY, TEXAS

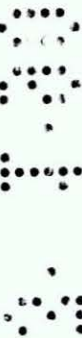
SCALE: 1" = 1000'

(70)

M - 64847

Drilling Permit

11-28-95



**Texas General
Land Office**



**David Dewhurst
Commissioner**

Certified Mail No. P622212045
Return Receipt Requested

February 5, 1999

FOREST OIL CORP.
1600 BROADWAY
SUITE 2200
DENVER, CO 80202

RE: Notice of Underpayment on State Lease M-64847

Dear Sir or Madam:

The Royalty Management Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Forest Oil Corp. Through this review, it was determined that \$3822.60 has been underpaid to the State for the reporting periods September 1989 through August 1993. This amount comprises \$1976.25 in additional royalty, \$418.16 in penalty and \$1428.19 in interest, which has been computed through February 26, 1999, 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);
- ° 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 along with a copy of this letter.

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

Paid
3/1/99 mm

Forest Oil Corp.
February 5, 1999

Page 2

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 Forest Oil Corp. 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 Mike May at (512) 463-5379.

Sincerely,



Pete G. Solis, Supervisor
Royalty Management/Energy Resources

Enclosures
Attachments

ATTACHMENT I

REVIEW SUMMARY

State Lease M-64847

We have reviewed our records for the period of September 1989 through August 1993, to determine whether or not royalty for Oil Production, etc., 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 volumes for the unit wells were not reported or royalty paid as indicated on the attached schedules.

Therefore, we have concluded that additional royalty revenue is due in the following amount.

Royalty	Penalty	Interest	Total
\$1976.25	\$418.16	\$1428.19	\$3822.60

(See Attachment II for supporting calculations)

FOREST OIL CORP.
STATE LEASE MF064847, MF064848
CATFISH UNIT LEASE
VERMEJO FIELD
LOVING COUNTY
RRC GAS WELL ID 08-065900
STATE'S ROYALTY DECIMAL .200

ATTACHMENT II

AUDITOR: MM
FILE: C:/M064847.XLS
02/01/99

PENALTY/
INTEREST DATE:
02/26/99

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
MONTH/ YEAR	RRC DISPOSITION	DISPOSITION TRACT PART 0.475852	PRICE	GROSS VALUE (2) X (3)	ROYALTY DUE (4) X (.200)	ROYALTY PAID	NET ROYALTY DUE	NUMBER OF DAYS LATE	PENALTY	INTEREST	TOTAL DUE (7) + (9) + (10)
(A)		(B)	(C)						(D)	(D)	
Aug-90	21	10	26.25	262.50	52.50	0.00	52.50	3066	25.00	51.90	129.40
Aug-92	477	227	20.52	4,658.04	931.61	0.00	931.61	2335	93.16	697.10	1,721.87
Sep-92	42	20	21.00	420.00	84.00	0.00	84.00	2304	25.00	62.00	171.00
Oct-92	46	22	21.27	467.94	93.59	0.00	93.59	2274	25.00	68.15	186.74
Nov-92	68	32	19.52	624.64	124.93	0.00	124.93	2243	25.00	89.70	239.63
Dec-92	52	25	19.50	487.50	97.50	0.00	97.50	2212	25.00	69.01	191.51
Jan-93	31	15	19.50	292.50	58.50	0.00	58.50	2184	25.00	40.87	124.37
Feb-93	28	13	19.50	253.50	50.70	0.00	50.70	2153	25.00	34.90	110.60
Mar-93	19	9	19.44	174.96	34.99	0.00	34.99	2123	25.00	23.74	83.73
Apr-93	53	25	19.39	484.75	96.95	0.00	96.95	2092	25.00	64.80	186.75
May-93	40	19	18.77	356.63	71.33	0.00	71.33	2062	25.00	46.97	143.30
Jun-93	64	30	18.39	551.70	110.34	0.00	110.34	2031	25.00	71.54	206.88
Jul-93	72	34	16.89	574.26	114.85	0.00	114.85	2000	25.00	73.29	213.14
Aug-93	33	16	17.02	272.32	54.46	0.00	54.46	1970	25.00	34.22	113.68
TOTALS				\$9,881.24	\$1,976.25	\$0.00	\$1,976.25		\$418.16	\$1,428.19	\$3,822.60

COMMENTS:

- (A) DISPOSITION VOLUMES OBTAINED FROM RAIL ROAD COMMISSION P-1 REPORTS.
- (B) UNIT TRACT PARTICIPATION OBTAINED FROM UNIT #1041.
- (C) PRICES ESTIMATED USING REPORTS RECEIVED FROM DISTRICT 8 DURING THE SAME TIME PERIOD.
- (D) SEE ATTACHMENT III "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES",
FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

M-64847 (71)
Billing
2.5.99

Texas General
Land Office



David Dewhurst
Commissioner

Certified Mail No. *P622212114*
Return Receipt Requested

March 25, 1999

SECOND REQUEST

Forest Oil Corp.
1600 Broadway
Suite 2200
Denver, CO 80202

RE: Notice of Underpayment on State Lease M-64847

Dear Sir or Madam:

Enclosed is a copy of our letter dated February 5, 1999 requesting additional revenue. As of this date we have not received your payment of the amount owed.

Be advised that penalty and interest continue to accrue until payment is received. The amount now due is \$3851.85, which is comprised of \$1976.25 in additional royalty, \$418.16 in penalty, and \$1457.44 in interest. Penalty and interest has been computed through April 12, 1999 in accordance with Section 52.131 of the Texas Natural Resources Code.

You are hereby notified that if the amount due is not received in the office by April 12, 1999, this lease will be forwarded to our legal division for appropriate action.

If you have any questions, please contact Mike May at (512) 463-5379.

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

Sincerely,

Pete G. Solis

Pete G. Solis, Supervisor
Royalty Management / Energy Resource

Paed
3/1/99

FOREST OIL CORP.
STATE LEASE M-064847, MF064848
CATFISH UNIT LEASE
VERMEJO FIELD
LOVING COUNTY, TEXAS
RRC GAS WELLS 08-065900
STATE'S ROYALTY DECIMAL

ATTACHMENT II

AUDITOR: MM AUDITOR: MM
FILE: H:/USERS/MAY/AUDITS/M64847.XLS
03/24/99

PENALTY/
INTEREST DATE:
04/12/99

0.2000

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
MONTH/ YEAR	RRC DISPOSITION VOLUMES (BBLs) (A)	DISPOSITION TRACT PARTICIPATION .475852 (B)	PRICE (C)	GROSS VALUE (2)X(3)	ROYALTY DUE (4)X(.20)	ROYALTY PAID	ADDITIONAL ROYALTY DUE	NET ROYALTY DUE (LESS CREDITS)	NUMBER OF DAYS LATE	PENALTY DUE (D)	INTEREST DUE (D)	TOTAL DUE (7)+(10)+(11)
Aug-90	21	10	26.25	262.50	52.50		52.50	52.50	3111	25.00	52.68	130.18
Aug-92	477	227	20.52	4,658.04	931.61		931.61	931.61	2380	93.16	710.88	1,735.65
Sep-92	42	20	21.00	420.00	84.00		84.00	84.00	2349	25.00	63.24	172.24
Oct-92	46	22	21.27	467.94	93.59		93.59	93.59	2319	25.00	69.54	188.13
Nov-92	68	32	19.52	624.64	124.93		124.93	124.93	2288	25.00	91.55	241.48
Dec-92	52	25	19.50	487.50	97.50		97.50	97.50	2257	25.00	70.46	192.96
Jan-93	31	15	19.50	292.50	58.50		58.50	58.50	2229	25.00	41.74	125.24
Feb-93	28	13	19.50	253.50	50.70		50.70	50.70	2198	25.00	35.65	111.35
Mar-93	19	9	19.44	174.96	34.99		34.99	34.99	2168	25.00	24.26	84.25
Apr-93	53	25	19.39	484.75	96.95		96.95	96.95	2137	25.00	66.23	188.18
May-93	40	19	18.77	356.63	71.33		71.33	71.33	2107	25.00	48.03	144.36
Jun-93	64	30	18.39	551.70	110.34		110.34	110.34	2076	25.00	73.17	208.51
Jul-93	72	34	16.89	574.26	114.85		114.85	114.85	2045	25.00	74.99	214.84
Aug-93	33	16	17.02	272.32	54.46		54.46	54.46	2015	25.00	35.02	114.48
TOTALS				\$9,881.24	\$1,976.25		\$1,976.25			\$418.16	\$1,457.44	\$3,851.85

COMMENTS:

- (A) DISPOSITION VOLUMES OBTAINED FROM RAIL ROAD COMMISSION P -1 REPORTS
- (B) UNIT TRACT PARTICIPATION OBTAINED FROM UNIT #1041
- (C) PRICES ESTIMATED USING REPORTS RECEIVED FROM DISTRICT 8 DURING THE SAME TIME PERIOD
- (D) SEE ATTACHMENT IV, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

**Texas General
Land Office**



**David Dewhurst
Commissioner**

Certified Mail No. *P 622212 113*
Return Receipt Requested

March 25, 1999

SECOND REQUEST

Forest Oil Corp.
1600 Broadway
Suite 2200
Denver, CO 80202

RE: Notice of Underpayment on State Lease M-64567

Dear Sir or Madam:

Enclosed is a copy of our letter dated February 8, 1999 requesting additional revenue. As of this date we have not received your payment of the amount owed.

Be advised that penalty and interest continue to accrue until payment is received. The amount now due is \$13,054.69, which is comprised of \$5948.56 in additional royalty, \$594.86 in penalty, and \$6511.27 in interest. Penalty and interest has been computed through April 12, 1999 in accordance with Section 52.131 of the Texas Natural Resources Code.

You are hereby notified that if the amount due is not received in the office by April 12, 1999, this lease will be forwarded to our legal division for appropriate action.

If you have any questions, please contact Mike May at (512) 463-5379.

Sincerely,


Pete G. Solis, Supervisor
Royalty Management / Energy Resource

Stephen F. Austin Building

1700 North
Congress Avenue

Austin, Texas
78701-1495

512-463-5001

FOREST OIL CORP.
 STATE LEASE M-064567
 RAINBOW STATE 1 LEASE
 VERMEJO FIELD
 LOVING COUNTY, TEXAS
 RRC GAS WELL #08-57786
 STATE'S ROYALTY DECIMAL

0.1667

ATTACHMENT II

AUDITOR: MM
 FILE: H:/USERS/MMAY/64567-G.XLS
 03/24/99

PENALTY/
 INTEREST DATE:
 04/12/99

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
MONTH/ YEAR	VOLUME	PRICE	BTU	GROSS VALUE (1)X(2)X(3)	ROYALTY DUE (4)X(.166667)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (5)+(7)+(8)
	(A)	(B)	(B)						
Oct-89	13,966	1.24	0.957	16,573.17	2,762.20	3405	276.22	3,038.57	6,076.99
Nov-89	16,077	1.24	0.959	19,118.13	3,186.36	3374	318.64	3,472.70	6,977.70
TOTALS	30,043			\$35,691.30	\$5,948.56		\$594.86	\$6,511.27	\$13,054.69

COMMENTS:

- (A) DISPOSITION VOLUMES OBTAINED FROM GLO-2 REPORTS
- (B) PRICE AND BTU OBTAINED FROM GLO-2 REPORTS
- (C) SEE ATTACHMENT III "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES",
FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

3-25-71

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

Chon

RECEIVED

SEP 17 2001

GENERAL LAND OFFICE

78711+2873



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:

Forest Oil
1600 Broadway #2100
Denver CO 80202

2. Article Number (Copy from service label)

7000 0520 0023 2503 6878

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

J MANISCALCO

C. Signature

X

SEP 14 2001

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf 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

**Texas General
Land Office**



**David Dewhurst
Commissioner**

September 7, 2001

CERTIFIED MAIL 70000520002325036878

FOREST OIL CORPORATION
1600 BROADWAY STE 2200
DENVER CO 80202

RE: Notice of underpayment on State Lease M-064847

Dear Ms Davis,

The Royalty Management Division of the Texas General Land Office has completed a limited review of the above referenced lease operated by Forest Oil Corporation. Through this review, it was determined that \$2,000.67 has been underpaid to the State for the reporting period of October 1993, March 1995 and February 1999. This amount comprises \$1,082.45 in additional royalty, \$112.22 in penalty and \$806.00 in interest, which has been computed through October 1, 2001, 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. 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

Forest Oil Corp
Sep. 07, 2001
Page 2

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 Forest Oil Corporation 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 Shirley Chou at (512) 463-5408.

Sincerely,

A handwritten signature in cursive script that reads "Joe A. King".

Joe A King, Supervisor
Royalty Management / Energy Resources

JK/sc

ATTACHMENT I
REVIEW SUMMARY

State Lease M-064847

We have reviewed our records for the period of September 1998 through August 1999, to determine whether or not royalty for condensate and 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.

As a result of this review, it was determined that oil royalty was underpaid on Catfish Unit for October 1993, March 1995 and February 1999.

Therefore, we have concluded that additional royalty revenue is due in the following amount.

Royalty	Penalty	Interest	Total
\$1,082.45	\$112.22	\$806.00	\$2000.67

(See attachment II for supporting calculations)

FOREST OIL CORP
 STATE LEASE M-064847,064848
 FIELD NAME VERMEJO (FUSSELMAN)
 LEASE NAME CATFISH UNIT
 LOVING COUNTY, TEXAS
 RRC GAS WELL ID # 08-065900
 TRACT PARTICIPATION .475852
 ROYALTY DECIMAL .20

AUDITOR: S CHOU
 FILE NAME: M-064847
 DATE: 09/07/01

PENALTY/
 INTEREST DATE:

10/01/01

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	
MONTH/ YEAR	OLI SALES (A)	TRACT PARTICIPATION (A) X (.475852)	PRICE (B)	GROSS VALUE	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4) + (5) + (6)
Oct-93	317	150.85	18.14	2,736.42	547.28	2857	54.73	503.44	1,105.45
Mar-95	184	87.56	18.55	1,624.24	324.85	2341	32.49	243.72	601.06
Feb-99	184	87.56	12.01	1,051.60	210.32	910	25.00	58.84	294.16
685				5,412.26	1,082.45		112.22	806.00	2,000.67

COMMENTS (A) OLI SALES - REPRESENTS OIL PRODUCTION VOLUMES SHOWN ON THE RRC ANNUAL PRODUCTION LEDGER.
 (B) PRICE - PRICE ARE OBTAINED FROM WTI SPOT LIST.
 (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

ATTACHMENT III

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

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

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

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

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

A royalty payment that is not accompanied by the required royalty affidavit identifying 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. U-64847 (13)

Billing

Date Filed: 9-10-07

David Dewhurst, Commissioner

By _____



FOREST OIL CORPORATION

1600 Broadway • Suite 2200
Denver, Colorado 80202 (303) 812-1400

October 15, 2001

Shirley Chou
Texas General Land Office
1700 North Congress Avenue
Austin, TX 78701-1495

RE: Notice of underpayment on State Lease M-064847 (Catfish)

Dear Ms. Chou:

Per our conversation, Forest Oil Corporation agrees the royalties on the Catfish for October 1993 and March 1995 have not been paid. However, in further research, the February 1999 royalty is incorrect. I have contacted the Railroad Commission of Texas to correct their records to reflect the 184 Bbl. disposition as a water draw and not sales.

The payment of royalties, penalty and interest of \$1,706.51 is enclosed. And if you should have any questions, please feel free to contact me direct at (303) 812-1577.

Sincerely,

Linda Lawson
Revenue Staff Accountant

LL/lsl

RECEIVED
01 OCT 23 PM 2:18
ENERGY RESOURCES

✓

Check No. 366081

REFERENCE	INVOICE DATE	INVOICE NO.	INVOICE AMT.	PRIOR PAYMENT	DISCOUNT	AMOUNT PAID
0110-AP-284	10/15/01	101501	1706.51	0.00		1706.51
					02006963	
				122cm	X 1706.51	
VENDOR				CHECK DATE		
101978_2 TEXAS GENERAL LAND OFFICE				10/17/01	TOTAL	1,706.51

\$	REMITTANCE DISTRIBUTION - DO NOT FILE	\$
----	---------------------------------------	----

NAME		REMITTANCE DESCRIPTION					FISCAL YEAR	REGISTER NUMBER	AMOUNT
		REFER	TYPE	MO.	DAY	YEAR			
FOREST OIL CORP ROYALTY VOUCHER (R)		122	C	10	23	2001	2002	6963	1,706.51
FILE NUMBER	CONTROL NO.	AMOUNT		FILE NUMBER		CONTROL NO.		AMOUNT	

PLEASE CLEAR & RETURN DISTRIBUTION SLIP TO
L. ARELLANO BY ASAP.

10-23-01
YBA Lou JK & SA

NCR Systemmedia Group 96-124453-B

FOREST OIL CORP
 STATE LEASE M-064847,064848
 FIELD NAME VERMEJO (FUSSELMAN)
 LEASE NAME CATFISH UNIT
 LOVING COUNTY, TEXAS
 RRC GAS WELL ID # 08-065900
 TRACT PARTICIPATION .475852
 ROYALTY DECIMAL .20

ATTACHMENT II (revised 10/15/01)

AUDITOR: S CHOU
 FILE NAME: M-064847
 DATE: 09/07/01

PENALTY/
 INTEREST DATE:

10/01/01									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)		
MONTH/ YEAR	OLI SALES (A)	TRACT PARTICIPATION (A) X (.475852)	PRICE (B)	GROSS VALUE	ROYALTY DUE (3) X (.20)	NUMBER OF DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (4) + (5) + (6)
Oct-93	317	150.85	18.14	2,736.42	547.28	2857	54.73	503.44	1,105.45
Mar-95	184	87.56	18.55	1,624.24	324.85	2341	32.49	243.72	601.06
Feb-99	0	0.00	0.00	0.00	0.00	910	0.00	0.00	0.00
	501			4,360.66	872.13		87.22	747.16	1,706.51

COMMENTS (A) OLI SALES - REPRESENTS OIL PRODUCTION VOLUMES SHOWN ON THE RRC ANNUAL PRODUCTION LEDGER.

(B) PRICE - PRICE ARE OBTAINED FROM WTI SPOT LIST.

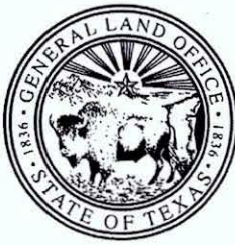
(C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS.

MF 064847

(74)

letter from
Forest oil
10-15-01

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 23, 2004

CERTIFIED MAIL 7003 2260 0003 0394 8597

SECOND REQUEST

FOREST OIL CORPORATION
1600 BROADWAY STE 2200
DENVER CO 80202-7966

PAID \$5,140.09
CK REG 028342, 3/1/04
TMT 3-23-04

RE: Notice of non-payment on State Leases MF-064847, 064848

PAID \$23.86
CK REG 031406, 3/15/04
TMT 3-23-04

Dear Sir or Madame:

Enclosed is a copy of our letter to you dated December 16, 2003 requesting additional royalties due on the captioned leases. As of this date we have not received your payment or a reply to this letter.

Be advised that penalty and interest continue to accrue until payment is received. A revised schedule is enclosed showing updated penalty and interest. The amount now due is \$5,176.01, comprised of \$3,488.39 in additional royalty, \$393.96 in penalty and \$1,293.66 in interest. Penalty and interest have been computed in accordance with Section 52.131 of the Texas Natural Resources Code.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to Texas Natural Resources Code, section 52.136.

You are also hereby notified that if the amount now due is not received in this office by February 7, 2004, these leases will be forwarded to our legal division for appropriate action.

If you have any questions, please call Teresa Telkes, Accounts Examiner, at (512) 936-6928.

Sincerely,

Carl Liberty, Supervisor
Royalty Management
Energy Resources Division

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 16, 2003

CERTIFIED MAIL 7003 2260 0003 0394 8535

FOREST OIL CORPORATION
1600 BROADWAY STE 2200
DENVER CO 80202-7966

RE: Notice of underpayment on State Lease(s) MF-064847, 064848

Dear Sir or Madame:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above-referenced leases operated by FOREST OIL CORPORATION. Through this review, it was determined that \$5,143.91 has been underpaid to the State for the reporting period September 1998 through June 2002. This amount is comprised of \$3,488.39 in additional royalty, \$393.96 in penalty, and \$1,261.56 in interest, computed through 1/10/04, 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 calculation (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. 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 General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to 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 General Land Office from conducting further examinations of this or other leases operated and/or reported by FOREST OIL CORPORATION, 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 me at (512) 936-6928.

Sincerely,


Teresa Telkes, Accounts Examiner
Royalty Management
Energy Resources Division

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

FOREST OIL
BROOK STATE UNIT/UNIT 1041
CATFISH UNIT
STATE LEASES MF-064847, 064848
VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS
LOVING COUNTY, TEAXS
RRC GAS WELLS 08-065900, 169311
STATE TRACT PARTICIPATIONS .22727272 AND .24857954
STATE ROYALTY DECIMAL .2

ATTACHMENT II - 2ND NOTICE

AUDITOR: TMT
 FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/
 INTEREST DATE:
 02/07/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)	BTU (B)	GROSS VALUE (3)X(4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ADDITIONAL DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Sep-98	66,482	0.476	31,636	1.5900	0.986	49,596.41	9,919.28	9,764.35	154.93	1910	25.00	94.28	274.21
Jan-00	49,634	0.476	23,618	2.1266	0.988	49,604.18	9,920.84	\$9,635.50	285.34	1424	28.53	128.05	441.92
Nov-00	47,488	0.476	22,597	4.3794	0.988	97,726.48	19,545.30	\$18,977.06	568.24	1118	56.82	197.84	822.90
Dec-00	48,855	0.476	23,248	6.0756	0.988	139,487.43	27,897.49	\$27,085.01	812.48	1087	81.25	274.60	1,168.33
Jan-01	48,400	0.476	23,031	9.4978	0.988	216,035.30	43,207.06	\$41,933.47	1,273.59	1059	127.36	418.71	1,819.66
						\$552,449.80	\$110,489.97	\$107,395.39	\$3,094.58		\$318.96	\$1,113.48	\$4,527.02

COMMENTS:

- (A) RRC VOLUME - REPRESENTS TRANSMISSION LINE AND FLARED GAS VOLUMES REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311
- (B) PRICE/BTU - AS REPORTED ON GLO-2 REPORTS
- (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS

FOREST OIL
BROOK STATE UNIT/UNIT 1041
CATFISH UNIT
STATE LEASES MF-064847, 064848
VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS
LOVING COUNTY, TEAXS
RRC GAS WELLS 08-065900, 169311
STATE TRACT PARTICIPATIONS .22727272 AND .24857954
STATE ROYALTY DECIMAL .2

ATTACHMENT II - 2ND NOTICE

AUDITOR: TMT
 FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/
 INTEREST DATE:
 02/07/04

OIL	(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)		GROSS VALUE (4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ROYALTY DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Jan-99	184	0.476	88	11.7600	*	1,029.67	205.93	\$0.00	205.93	1800	25.00	117.87	348.80
Oct-99	372	0.476	177	19.4200		3,437.67	687.53	\$587.86	99.67	1525	25.00	48.04	172.71
Jun-02	178	0.476	85	25.3600	*	2,148.04	429.61	\$341.40	88.21	551	25.00	14.27	127.48
						\$6,615.37	\$1,323.07	\$929.26	\$393.81		\$75.00	\$180.18	\$648.99

COMMENTS:

- (A) RRC VOLUME - REPRESENTS DISPOSITIONS REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311
 (B) PRICE - PER GLO-1 REPORT IF FILED. * HIGHEST POSTED PRICE IF NO GLO-1 FILED, OR IF GLO-1 PRICE UNREASONABLY LOW
 (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS



FOREST OIL CORPORATION

1600 Broadway, Suite 2200
Denver, Colorado 80202

(303) 812-1400 • OFFICE
(303) 812-1515 • FAX

TO: Terrence Tolkens

Telecopy No. 512-475-1543

FROM: Kim H. Washburn Phone No. 303-512-1161

DATE: _____ TIME: _____

TOTAL PAGES INCLUDING COVER SHEET: 2

=====

COMMENTS: _____

Patrick 6/65 from Thomas
from Placerville



CRUDE OIL STATEMENT

PLAINS ALL AMERICAN INC.
 FOR THE ACCOUNTS OF PLAINS MARKETING, LP, AND SCURLOCK PERMIAN, LLC
 P. O. BOX 4648
 HOUSTON, TEXAS 77210-4648
 1-800-772-7689

PROPERTY NUMBER

078712

FOREST OIL CORPORATION
 ATTN PRODUCTION DEPT
 1600 BROADWAY STE 2200
 DENVER CO 80202

OPERATOR : FOREST OIL CORPORATION
 PROPERTY : CATFISH UNIT
 FIELD : VERMEJO (FUSSELMAN)
 COUNTY : LOVING
 PRODUCT : CONDENSATE

STATE : TEXAS
 STATE PROPERTY NUMBER: 065900
 STATE DISTRICT NUMBER : 08

** WHEN INQUIRING PLEASE REFER TO PROPERTY NUMBER ABOVE **

ACTIVITY DATE	CODE	WELL	TICKET NUMBER	QUANTITY	GOODS PRICE	NET BARRELS	GROSS VALUE	STANDARD DIFFERENTIAL	STATE TAXES	NET VALUE
6/27/02	1	19519 T0741	7360467	36.4	23,4200	178.26	4,174.85	0.00	0.00	4,174.85
		STATEMENT TOTAL:		36.4		178.26	4,174.85	0.00	0.00	4,174.85

267023081

512-475-1543

Page 1 of 1

ACCOUNTING CLOSE DATE

JUNE 2002

STATEMENT PREPARED DATE

07/06/2002

KEY TO CODE

- | | |
|-------------------------|----------------------|
| 1. RUN TICKET | 4. CORRECTION |
| 2. ESTIMATED RUN TICKET | 5. FRAC OIL SOLD |
| 3. LATE RUN TICKET | 6. RETURNED FRAC OIL |

THIS INFORMATION HAS BEEN FURNISHED BY PLAINS ALL AMERICAN, INC. AS AN ACCOMMODATION ONLY. IT DOES NOT NECESSARILY REFLECT RECORD TITLE. ANYONE RELYING ON THIS INFORMATION FOR ANY OTHER USE DOES SO AT HIS/HER OWN RISK. WITHOUT RECOURSE ON PLAINS ALL AMERICAN, INC. THESE PROCEEDS WERE PAID PURSUANT TO APPLICABLE DIVISION ORDERS OR OTHER CONTRACTS.

FOREST OIL

BROOK STATE UNIT/UNIT 1041

CATFISH UNIT

STATE LEASES MF-064847, 064848

VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS

LOVING COUNTY, TEAXS

RRC GAS WELLS 08-065900, 169311

STATE TRACT PARTICIPATIONS .22727272 AND .24857954

STATE ROYALTY DECIMAL .2

ATTACHMENT II - 2ND NOTICE, REVISED *

AUDITOR: TMT

FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/

INTEREST DATE:

02/09/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTCI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)	BTU (B)	GROSS VALUE (3)X(4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ADDITIONAL DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Sep-98	66,482	0.476	31,636	1.5900	0.986	49,596.41	9,919.28	9,764.35	154.93	1912	25.00	94.38	274.31
Jan-00	49,634	0.476	23,618	2.1266	0.988	49,604.18	9,920.84	\$9,635.50	285.34	1426	28.53	128.24	442.11
Nov-00	47,488	0.476	22,597	4.3794	0.988	97,726.48	19,545.30	\$18,977.06	568.24	1120	56.82	198.21	823.27
Dec-00	48,855	0.476	23,248	6.0756	0.988	139,487.43	27,897.49	\$27,085.01	812.48	1089	81.25	275.13	1,168.86
Jan-01	48,400	0.476	23,031	9.4978	0.988	216,035.30	43,207.06	\$41,933.47	1,273.59	1061	127.36	419.55	1,820.50
						\$552,449.80	\$110,489.97	\$107,395.39	\$3,094.58		\$318.96	\$1,115.51	\$4,529.05

COMMENTS:

(A) RRC VOLUME - REPRESENTS TRANSMISSION LINE AND FLARED GAS VOLUMES REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311

(B) PRICE/BTU - AS REPORTED ON GLO-2 REPORTS

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

*FOREST OIL WAS READY TO CUT A CHECK ON 2/9/04, BUT WAS NOT ABLE TO DO SO, BECAUSE THIS BILLING WAS NOT UPDATED AND EMAILED UNTIL 2/12/04.

FOREST OIL
 BROOK STATE UNIT/UNIT 1041
 CATFISH UNIT
 STATE LEASES MF-064847, 064848
 VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS
 LOVING COUNTY, TEAXS
 RRC GAS WELLS 08-065900, 169311
 STATE TRACT PARTICIPATIONS .22727272 AND .24857954
 STATE ROYALTY DECIMAL .2

ATTACHMENT II - 2ND NOTICE, REVISED *

AUDITOR: TMT
 FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/
 INTEREST DATE:
 02/09/04

OIL	(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)		GROSS VALUE (4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ROYALTY DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Jan-99	184	0.476	88	11.7600	*	1,029.67	205.93	\$0.00	205.93	1802	25.00	118.01	348.94
Oct-99	372	0.476	177	19.4200		3,437.67	687.53	\$587.86	99.67	1527	25.00	48.10	172.77
Jun-02	178	0.476	85	23.4200		1,983.71	396.74	\$341.40	55.34	553	25.00	8.99	89.33
						\$6,451.05	\$1,290.20	\$929.26	\$360.94		\$75.00	\$175.10	\$611.04

COMMENTS:

- (A) RRC VOLUME - REPRESENTS DISPOSITIONS REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311
- (B) PRICE - PER GLO-1 REPORT IF FILED. * HIGHEST POSTED PRICE IF NO GLO-1 FILED, OR IF GLO-1 PRICE UNREASONABLY LOW
- (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS

*FOREST OIL WAS READY TO CUT A CHECK ON 2/9/04, BUT WAS NOT ABLE TO DO SO, BECAUSE THIS BILLING WAS NOT UPDATED AND EMAILED UNTIL 2/12/04. PURCHASER STATEMENT WAS ACCEPTED AS DOCUMENTATION OF 06/02 OIL PRICE.

75

File No. MF-064847

BILLING

Date Filed: 3-23-04

Jerry E. Patterson, Commissioner

By TERESA TELLES



Texas General Land Office Reconciliation Billing

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
7:30 - 5:30 M-F

Jerry Patterson, Commissioner

FOREST OIL CORPORATION
707 17TH STREET STE 3600
DENVER, CO 80202-3404

Billing Date: 1/25/2010
Billing Due Date: 2/24/2010
Customer Number: C000045007

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
10I01359	MF064847	\$0.00	\$360.94	\$75.00	\$434.15	\$870.09
Total Due		\$0.00	\$360.94	\$75.00	\$434.15	\$870.09

Penalty and interest have been calculated thru 1/31/2010. Payment remitted after 1/31/2010 will result in additional penalty and interest charges.

Contact Info: Andrea Charlton (512) 463-5190 or andrea.charlton@glo.state.tx.us

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

FOREST OIL CORPORATION

Billing Date: 1/25/2010

Billing Due Date: 2/24/2010

Customer Number: C000045007

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
10I01359	MF064847	\$0.00	\$360.94	\$75.00	\$434.15	\$870.09
Total Due		\$0.00	\$360.94	\$75.00	\$434.15	\$870.09
Amt. Paid						

Second Notice

Customer ID: C000045007
 Glo Lease: MF064847
 GLO Review: FOREST OIL
 Review Period: SEPT 2000 Through AUG 2004

Auditor/AE: Acharlto
 Billing Date: 1/22/2010
 P&I Calculation Date: 1/31/2010
 Royalty Rate: 20.00%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)		
Month / Year	Oil Volume	Tract Participation Rate	Price	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
(A)	0.47585226	(B)	(1)x(2)x(3)	(4) * Royalty Rate							(7)+(9)+(10)
Jan-99	184.00	88	\$ 11.760000	\$1,029.67	\$205.93	\$0.00	\$205.93	3985	\$25.00	\$265.80	\$496.73
Oct-99	372.00	177	\$ 19.420000	\$3,437.67	\$687.53	\$587.86	\$99.67	3710	\$25.00	\$119.64	\$244.31
Jun-02	178.00	85	\$ 23.420000	\$1,983.71	\$396.74	\$341.40	\$55.34	2736	\$25.00	\$48.71	\$129.05
TOTALS	184.00			\$6,451.05	\$1,290.20	\$929.26	\$360.94		\$75.00	\$434.15	\$870.09

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 23, 2004

CERTIFIED MAIL 7003 2260 0003 0394 8597

SECOND REQUEST

FOREST OIL CORPORATION
1600 BROADWAY STE 2200
DENVER CO 80202-7966

RE: Notice of non-payment on State Leases MF-064847, 064848

Dear Sir or Madame:

Enclosed is a copy of our letter to you dated December 16, 2003 requesting additional royalties due on the captioned leases. As of this date we have not received your payment or a reply to this letter.

Be advised that penalty and interest continue to accrue until payment is received. A revised schedule is enclosed showing updated penalty and interest. The amount now due is \$5,176.01, comprised of \$3,488.39 in additional royalty, \$393.96 in penalty and \$1,293.66 in interest. Penalty and interest have been computed in accordance with Section 52.131 of the Texas Natural Resources Code.

This notice in no way precludes the General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to Texas Natural Resources Code, section 52.136.

You are also hereby notified that if the amount now due is not received in this office by February 7, 2004, these leases will be forwarded to our legal division for appropriate action.

If you have any questions, please call Teresa Telkes, Accounts Examiner, at (512) 936-6928.

Sincerely,

Carl Liberty, Supervisor
Royalty Management
Energy Resources Division

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 16, 2003

CERTIFIED MAIL 7003 2260 0003 0394 8535

FOREST OIL CORPORATION
1600 BROADWAY STE 2200
DENVER CO 80202-7966

RE: Notice of underpayment on State Lease(s) MF-064847, 064848

Dear Sir or Madame:

The Royalty Audit Division of the Texas General Land Office has completed a limited review of the above-referenced leases operated by FOREST OIL CORPORATION. Through this review, it was determined that \$5,143.91 has been underpaid to the State for the reporting period September 1998 through June 2002. This amount is comprised of \$3,488.39 in additional royalty, \$393.96 in penalty, and \$1,261.56 in interest, computed through 1/10/04, 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 calculation (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. 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 General Land Office from pursuing any claim or remedy related to this royalty payment, including filing a statutory first lien on all production pursuant to 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 General Land Office from conducting further examinations of this or other leases operated and/or reported by FOREST OIL CORPORATION, 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 me at (512) 936-6928.

Sincerely,


Teresa Telkes, Accounts Examiner
Royalty Management
Energy Resources Division

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

FOREST OIL
 BROOK STATE UNIT/UNIT 1041
 CATFISH UNIT
 STATE LEASES MF-064847, 064848
 VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS
 LOVING COUNTY, TEXAS
 RRC GAS WELLS 08-065900, 169311
 STATE TRACT PARTICIPATIONS .22727272 AND .24857954
 STATE ROYALTY DECIMAL .2

ATTACHMENT II - 2ND NOTICE

AUDITOR: TMT
 FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/
 INTEREST DATE:
 02/07/04

GAS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)	BTU (B)	GROSS VALUE (3)X(4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ADDITIONAL DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Sep-98	66,482	0.476	31,636	1.5900	0.986	49,596.41	9,919.28	9,764.35	154.93	1910	25.00	94.28	274.21
Jan-00	49,634	0.476	23,618	2.1266	0.988	49,604.18	9,920.84	\$9,635.50	285.34	1424	28.53	128.05	441.92
Nov-00	47,488	0.476	22,597	4.3794	0.988	97,726.48	19,545.30	\$18,977.06	568.24	1118	56.82	197.84	822.90
Dec-00	48,855	0.476	23,248	6.0756	0.988	139,487.43	27,897.49	\$27,085.01	812.48	1087	81.25	274.60	1,168.33
Jan-01	48,400	0.476	23,031	9.4978	0.988	216,035.30	43,207.06	\$41,933.47	1,273.59	1059	127.36	418.71	1,819.66
						\$552,449.80	\$110,489.97	\$107,395.39	\$3,094.58		\$318.96	\$1,113.48	\$4,527.02

COMMENTS:

- (A) RRC VOLUME - REPRESENTS TRANSMISSION LINE AND FLARED GAS VOLUMES REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311
 (B) PRICE/BTU - AS REPORTED ON GLO-2 REPORTS
 (C) SEE ATTACHMENT III, "SUMMARY OF PENALTY/INTEREST ASSESSMENT RULES", FOR EXPLANATION OF PENALTY AND INTEREST CALCULATIONS

FOREST OIL**BROOK STATE UNIT/UNIT 1041****CATFISH UNIT****STATE LEASES MF-064847, 064848****VERMEJO (FUSSELMAN), MOORE HOOPER (ATOKA) FIELDS****LOVING COUNTY, TEXAS****RRC GAS WELLS 08-065900, 169311****STATE TRACT PARTICIPATIONS .22727272 AND .24857954****STATE ROYALTY DECIMAL .2**ATTACHMENT II - 2ND NOTICE

AUDITOR: TMT

FILE NAME 064847.XLS

DATE: 01/23/04

PENALTY/

INTEREST DATE:

02/07/04

OIL	(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
MONTH/ YEAR	RRC VOLUME (A)	TRACT PARTICI- PATION	TRACT VOLUME (1)X(2)	PRICE (B)		GROSS VALUE (4)X(5)	ROYALTY DUE (6)X(.2)	ROYALTY PAID	ROYALTY DUE (7)-(8)	DAYS LATE	PENALTY DUE (C)	INTEREST DUE (C)	TOTAL DUE (9)+(11)+(12)
Jan-99	184	0.476	88	11.7600	*	1,029.67	205.93	\$0.00	205.93	1800	25.00	117.87	348.80
Oct-99	372	0.476	177	19.4200		3,437.67	687.53	\$587.86	99.67	1525	25.00	48.04	172.71
Jun-02	178	0.476	85	25.3600	*	2,148.04	429.61	\$341.40	88.21	551	25.00	14.27	127.48
						\$6,615.37	\$1,323.07	\$929.26	\$393.81		\$75.00	\$180.18	\$648.99

COMMENTS:

(A) RRC VOLUME - REPRESENTS DISPOSITIONS REPORTED TO THE RRC FOR WELL IDS 08-065900 AND 169311

(B) PRICE - PER GLO-1 REPORT IF FILED. * HIGHEST POSTED PRICE IF NO GLO-1 FILED, OR IF GLO-1 PRICE UNREASONABLY LOW

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

76

76

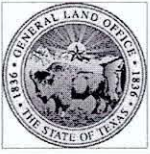
File No. NF 064847

Date Filed: 1-25-10

Jerry E. Patterson, Commissioner

By A. Charlton

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

PA13-30

Unit Number	6087		
Operator Name	ENERGEN RESOURCES CORPORATION	Effective Date	2/5/2013
Customer ID	C000043130	Unitized For	Oil
Unit Name	Sidewinder State Unit 1-68	Unit Term	0 Months
County 1	Loving	<u>Old Unit Number</u>	<u>Inactive Status Date</u>
County 2		0	
County 3		0	
RRC District:	08	0	
Unit Type:	Permanent	0	
State Royalty Interest:	0.1282328042	0	
State Part in Unit:	1.0000000000		
Unit Depth		Well:	Other
Below Depth	7860 TVD	Formation:	Bone Spring, Wolfcamp
Above Depth	14450 TVD	Participation Basis:	Surface Acreage
[If Exclusions Apply: See Remarks]			

MF Number	MF064847	Tract Number	1
Lease Acres	160	Total Unit Acres	378 =
Tract Participation:	0.4232804		X
Lease Royalty	0.1667		=
Tract Royalty Participation	0.0705608	Manual Tract Participation:	
		Manual Tract Royalty:	

Tract Royalty Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

Manual Tract Participation:		See Remark
Manual Tract Royalty:		

15-133166

MF Number	MF096194	Tract Number	2
Lease Acres	218	Total Unit Acres	378 =
Tract Participation:	0.5767196	X	
Lease Royalty	0.1	=	
Tract Royalty Participation	0.0576720	Manual Tract Participation:	0 See Remark
		Manual Tract Royalty:	0

Tract Royalty Reduction No

Tract Royalty Rate 0

Tract On-Line Date:

07-071312

API Number **RRC Number**

Remarks:

Prepared By:

REW

Prepared Date:

2/5/13

GLO Base Updated By:

REW

GLOBase Date:

2/5/13

RAM Approval By:

Suber

RAM Approval Date:

2-27-13

GIS By:

GIS Date:

Pooling Committee Report

To: School Land Board
Date of Board Meeting: February 5, 2013
Effective Date: 2/5/2013
Unit Expiration Date: Permanent
Applicant: ENERGEN RESOURCES CORPORATION
Attorney Rep: Mickey Olmstead
Operator: ENERGEN RESOURCES CORPORATION
County 1: Loving
County 2:
County 3:
Unit Name: Sidewinder State Unit 1-68
Field Name: TWO GEORGES (BONE SPRING)

PA13-30
Unit Number: 6087

<u>Lease Type</u>	<u>MF Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres in Unit</u>	<u>Royalty Participation</u>
SF	MF064847	0.1667	8/4/1975	5 years	160	160	0.0705608
RAL	MF096194	0.1	7/1/1997	3 years	218	218	0.0576720

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	0
State Acres:	378
Total Unit Acres:	378

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	100.00%
<u>State Unit Royalty:</u>	12.82%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil
<u>Term:</u>	0 Months

<u>Well Location:</u>
State Land

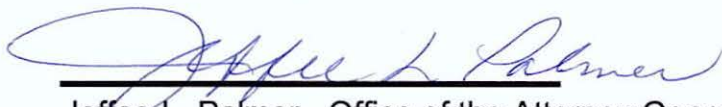
<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	320+rule86

REMARKS:

- Energen Resources Corporation is requesting permanent oil pooling of the Bone Spring and Wolfcamp Formations defined as the stratigraphic interval or its correlative equivalent occurring from 7,860 feet to 14,450 feet as shown on the Vermejo 58-1 well log (API 42-301-31248).
- The applicant plans to spud the unit well on March 15, 2013, and the proposed total depth is 11,500 feet.
- With approval of the unit the State's unit royalty participation will be 12.82%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

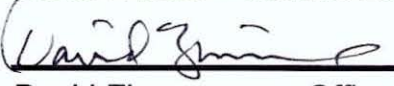
- The Pooling Committee recommends Board approval of a permanent oil unit under the above-stated provisions.



Jeffee L. Palmer - Office of the Attorney General



Robert Hatter - General Land Office



David Zimmerman - Office of the Governor

1-24-13
Date:

1/24/13
Date:

1-24-13
Date:

W&NW
RR CO
A-459

67

W&NW
RR CO
A-451

W&NW
RR CO
A-188

68

PSL

TP

W&NW RR CO
A-920

MF096194

H&TC
RR CO
A-5

55

W&NW
RR CO
A-182

74

MF064847

PBHL
1

H&TC
RR CO
A-1217

H&TC RR CO
A-735

13

H&TC
RR CO
A-4

H&TC
RR CO



PA13-30 Unit #6087
Energen Resources Corporation
Sidewinder State Unit 1-68
MF064847 & MF096194
Two Georges (Bone Spring) Field
Loving County, Texas

800 400 0 800 Feet



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 or establish boundaries between private and public land.



Map Generated by:
Zeke Guillen
IS/BAS/GIS
February 2013

POOLING AGREEMENT
ENERGEN RESOURCES CORPORATION
SIDEWINDER STATE UNIT 1-68
GLO UNIT NO. 6087
LOVING COUNTY, 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 Energen Resources Corporation, 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 the top of the Bone Spring Formation to 3,500 feet below the top of the Wolfcamp Formation being defined as the stratigraphic interval or its correlative equivalent occurring from 7,860 feet to 14,450 feet as seen on the Schlumberger Density/Neutron log of the Vermejo 58-1 well, API# 42-301-31248 ("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.
- (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

21.03.03

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 378 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, 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 February 5, 2013.

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 Loving County, 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

2/27/13

STATE OF TEXAS

Legal
Content
Geology
Executive

AM
JEW
Z

By:

Jerry E. Patterson
Commissioner
of the General Land Office

Jerry E. Patterson

01000

Date Executed 2-18-2013

ENERGEN RESOURCES CORPORATION

By: 
Kenneth H. Gray
Its: District Land Manager
BS

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 5th day of February, 2013, 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 2nd day of February, 2013.


Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Madison

This instrument was acknowledged before me on February 18, 2013, by Kenneth H. Gray
as District Land Manager of Energen Resources Corporation, an Alabama
corporation, on behalf of said corporation.




Notary Public in and for the
State of Texas

Exhibit A

Attached to Pooling Agreement, Energen Resources Corporation, Sidewinder State Unit 1-68, GLO Unit No. 6087, Loving County, Texas, dated effective 2/5/2013, between the Commissioner of the General Land Office, on behalf of the State of Texas, as Lessor, and Energen Resources Corporation, as Lessee.

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Dorothy Nell Colley, as Agent for the State of Texas

Lessee: Pennzoil Petroleum Company

Date: July 1, 1994

Recorded: Volume 93, Page 150, Loving County, TX

Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Elizabeth H. O'Neill, as Agent for the State of Texas

Lessee: Pennzoil Petroleum Company

Date: July 1, 1994

Recorded: Volume 93, Page 160, Loving County, Texas

Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: C.G. Joyce, Jr., Independent Executor of Estate of Lottie May Joyce, Deceased, and as Agent for the State of Texas

Lessee: Pennzoil Production Company

Date: July 1, 1994

Recorded: Volume 93, Page 170, Loving County, Texas

Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: East Texas National Bank, Trustee of the Kathleen Davey Hamilton Children's Trust, and as Agent for the State of Texas

Lessee: Pennzoil Production Company

Date: July 1, 1994

Recorded: Volume 93, Page 180, Loving County, Texas

Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

21373

Exhibit A

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Kathleen H. Cole, as Agent for the State of Texas
Lessee: Pennzoil Production Company
Date: July 1, 1994
Recorded: Volume 93, Page 190, Loving County, Texas
Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Thomas M. Colley, Trustee of the Thomas M. Colley Living Trust dated May 16, 1990, and as Agent for the State of Texas
Lessee: Pennzoil Production Company
Date: July 1, 1994
Recorded: Volume 93, Page 200, Loving County, Texas
Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Martin A. Davey III Trust, Howard Lee Norris, Successor Trustee for the Martin A. Davey, Jr. Trust, and as Agent for the State of Texas
Lessee: Pennzoil Production Company
Date: July 1, 1994
Recorded: Volume 93, Page 210, Loving County, Texas
Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Carey Kathleen Colley, as Agent for the State of Texas
Lessee: Pennzoil Production Company
Date: July 1, 1994
Recorded: Volume 93, Page 332, Loving County, Texas
Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: Jill Colley Kastner a/k/a Jill davey Colley
Lessee: Forest Oil Corporation
Date: February 1, 1997
Recorded: Volume 1, Page 664, Loving County, Texas
Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

51333

Exhibit A

Lease No. 5367- General Land Office Lease form under Relinquishment Act Revised, September 1987 GLO-L-19-(9-97)

Lessor: The Estate of Martin A. Davey, III, deceased, By Howard Lee Norris Acting in his capacity as Temporary Administrator of said Estate, As Agent for the State of Texas

Lessee: Forest Oil Corporation

Date: February 1, 1997

Recorded: Volume 1, Page 776, OPR, Loving County, Texas

Lands: All of Section 68, Block 1, W & NW RR Co Survey, Loving County, Texas

State of Texas General Land Office Oil and Gas Lease No. 64847

Lessor: State of Texas

Lessee: Getty Oil Corporation

Date: August 4, 1970

Document No.: Volume 32, Page 124, Loving County, Texas

Lands: NE/2 of NE/2 of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas

61-22-7

Exhibit B

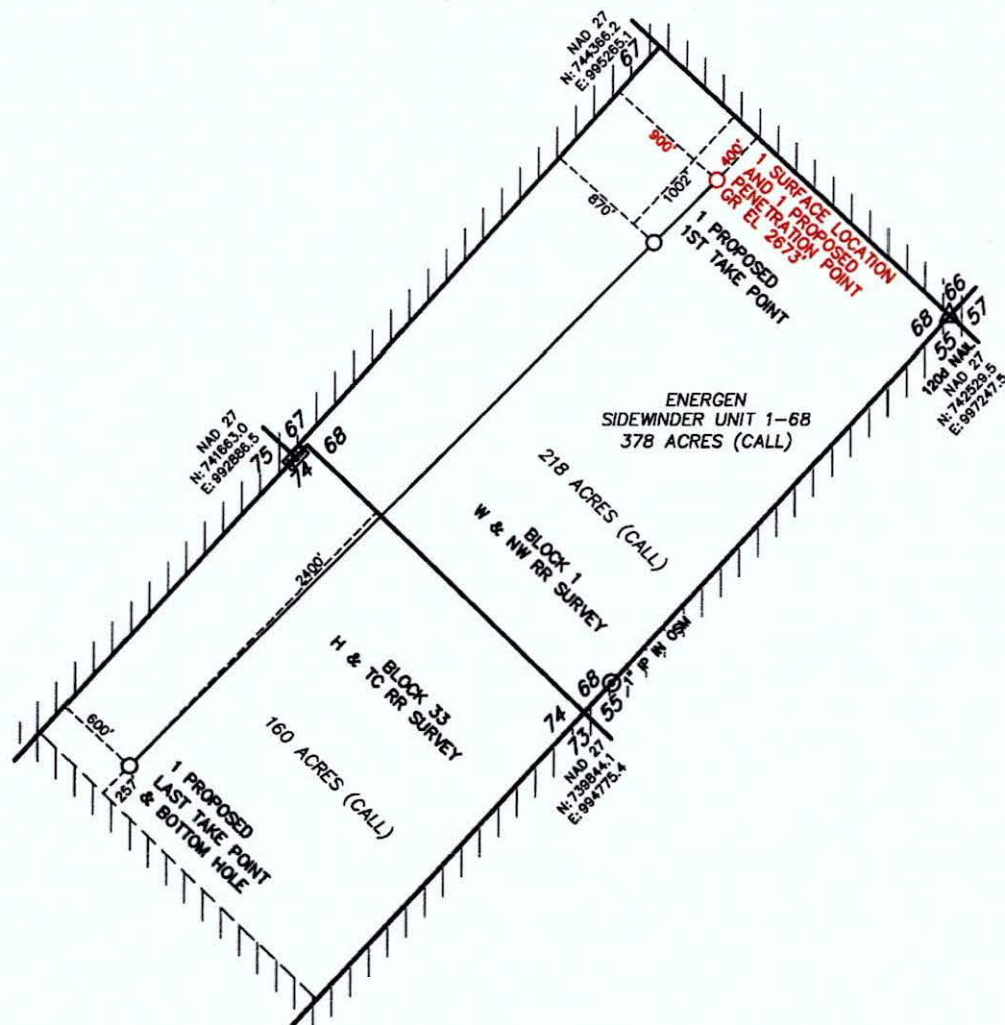
Attached to Pooling Agreement, Energen Resources Corporation, Sidewinder State Unit 1-68, GLO Unit No. 6087, Loving County, Texas, dated effective 2/5/2013, between the Commissioner of the General Land Office, on behalf of the State of Texas, as Lessor, and Energen Resources Corporation, as Lessee.

Description of Lands

- 1) All of Section 68, Block 1, W & NW RR Company Survey, Loving County, Texas
- 2) Northeast One-Half (NE/2) of Northeast One-half (NE/2) of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas

21-22-3

SECTION 68, BLOCK 1, W. & NW. RR. CO. SURVEY
SECTION 74, BLOCK 33, H. & TC. RR. CO. SURVEY



NAD 83, TEXAS CENTRAL ZONE		NAD 27, TEXAS CENTRAL ZONE	
S/L: N=10586033.7', E=1292121.3'	LAT=31.6708985 N, LONG=103.5625004 W	S/L: N=743457.3', E=995657.5'	LAT=31.6707688 N, LONG=103.5620435 W
1ST/P: N=10585606.8', E=1291697.8'	LAT=31.6696971 N, LONG=103.5638215 W	1ST/P: N=743032.4', E=995234.0'	LAT=31.6695674 N, LONG=103.5633645 W
L/P: N=10582056.7', E=1288157.0'	LAT=31.6596532 N, LONG=103.5748653 W	L/P: N=739480.4', E=991693.2'	LAT=31.6595234 N, LONG=103.5744081 W

APPROXIMATELY 2.7 MILES SE OF MENTONE, TEXAS

NOTES:

- COORDINATES AND BEARINGS SHOWN HEREON ARE NAD 83, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM "TEXAS CENTRAL ZONE," WITH REFERENCE TO USGS TRI-STATION "ANGLE" WITH A CENTRAL COMBINED SCALE FACTOR OF 0.99980780. THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
- SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF WPG INC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THE INFORMATION PRESENTED HEREON IS FOR THE PRIVATE USE OF THE PARTY NAMED IN THE "REFERENCE PORTION" OF THE TITLE BLOCK AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE "PROFESSIONAL LAND SURVEYING PRACTICES ACT."



- ☼ GAS WELL
- ⚙ WATER INJECTION WELL
- OIL WELL
- LOCATED WELL
- DRY HOLE
- ⊙ WATER WELL
- ⊘ SHUT IN WELL

W.D. Watson, Jr. TEXAS R.P.L.S. No. 1989
 FILE: T:\LOVING\BLOCK1.dwg

12/21/12
 DATE

1000 0 1000 2000 FEET

Watson
Professional
Group Inc



P.O. DRAWER 11186
 MIDLAND, TEXAS 79702
 (432) 520-9200
 FAX (432) 520-9212
 wdwatson@wpg-usa.com

CONSULTING ENGINEERS, LAND SURVEYORS & PLANNERS

POINT PLAT
ENERGEN RESOURCES
SIDEWINDER UNIT 1-68 1
 S/L & PROPOSED P/P: 900' FNNL & 400' FNNL
 PROPOSED 1ST T/P: 870' FNNL & 1002' FNNL
 SECTION 68, BLOCK 1, W. & NW. RR. CO. SURVEY
 PROPOSED LAST T/P & B/H: 800' FNNL & 2400' FNNL
 SECTION 74, BLOCK 33, H. & TC. RR. CO. SURVEY
 LOVING COUNTY, TEXAS

DATE: DECEMBER 20, 2012 DATE SURVEYED: 12/18/12
 JOB NO.: 12-1601-00 FIELD BOOK 716/38 DRAFT RT REV. 0

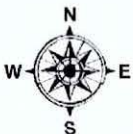
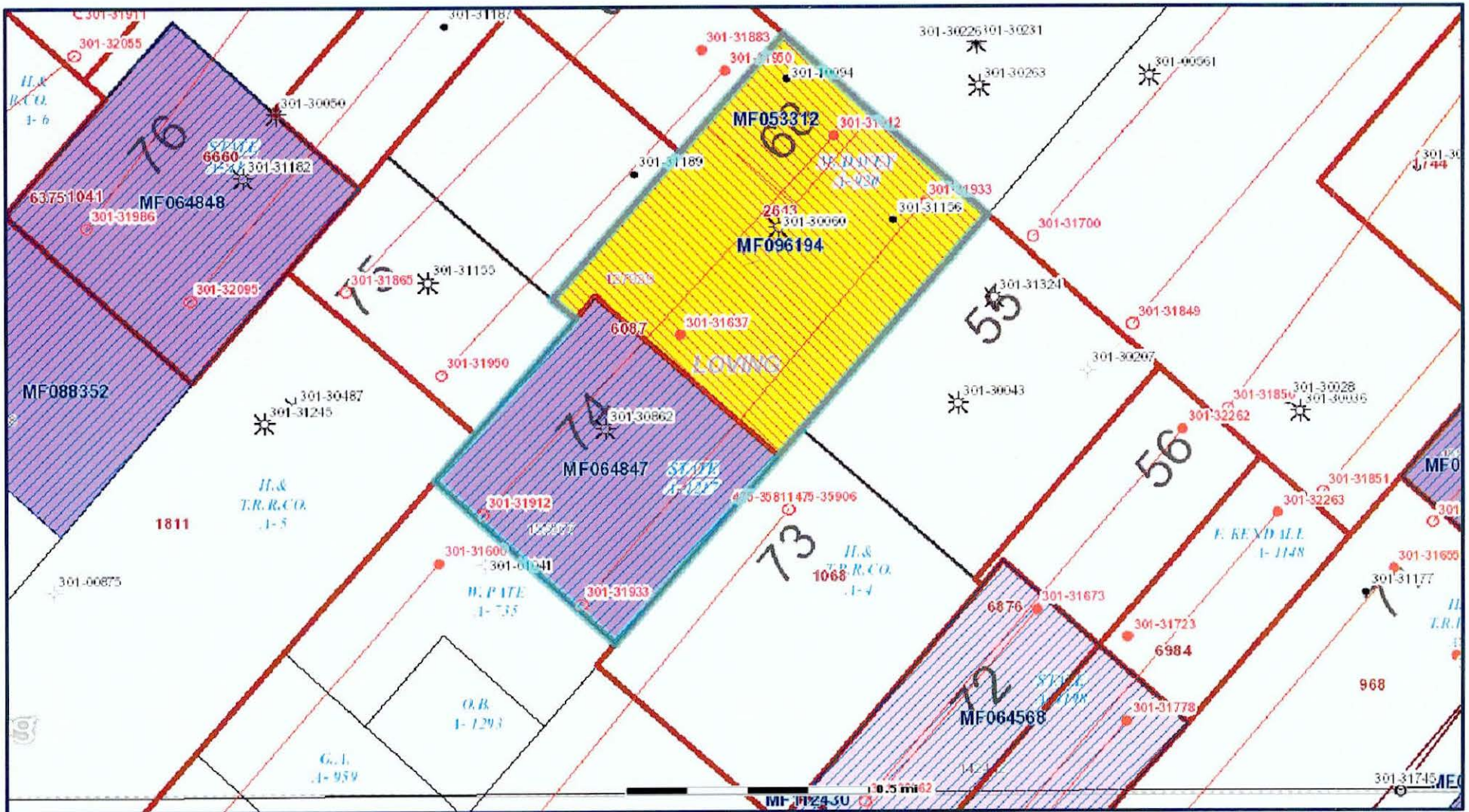
44444
55555
66666
77777
88888

File No. M-064847
Pooling Agent Packet # 77.

Date Filed: 2-5-13

Jerry E. Patterson, Commissioner

By *[Signature]*



MF096194 & MF064847

Unit 6087

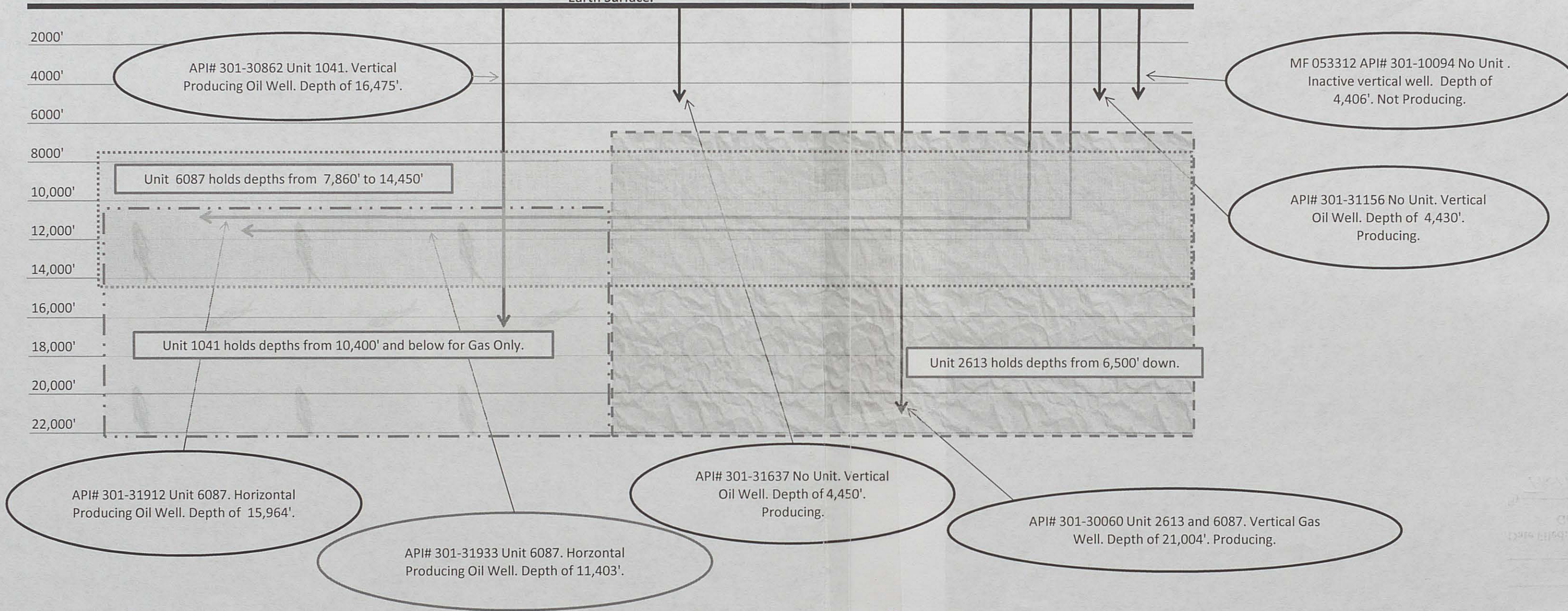
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed: Feb 20, 2015

Sec 74

Sec 68

Earth Surface.



UNIT & WELL INFO

178

File No. MF064847

County

Date Filed: 9-18-15

George P. Bush, Commissioner

By TRAVIS MATTHEWS

From: Mike May
To: Harriet Dunne
Date: 9/21/2015 8:07 AM
Subject: Re: Unit clarification - Unit 2613

Thanks, nothing else needed.

>>> Harriet Dunne 9/21/2015 7:44 AM >>>

Mike,

I just came across this question you had asked months ago (see attached). To answer your question, what is the proper status of Unit 2613 which showed "terminated" in Alamo?, the proper status is "producing" and has been since 1998. The status change in Alamo had been made in error.

Thanks for catching this. Let me know if you need anything more about Unit 2613.
Harriet

From: Mike May
To: Harriet Dunne
CC: Amanda Allen; Andrea Charlton
Date: 2/19/2015 9:16 AM
Subject: Unit Clarification

Harriet:

Unit 2613 is terminated in alamo, yet the company continues to report on it. Lease involved is MF096194, wi shows 08-168185 is the unit well. What's the proper status?

Thanks,

Mike May, APA(R)
Manager, Minerals Review
Texas General Land Office
512-463-5379 ph
512-663-0501 cell
mike.may@glo.texas.gov

UNIT 6087 HOLDS MF096194
UNIT 2613
2/5/13 CREATED
10/10/13 UPDATED
MF064847

EMAIL

(79)

File No. MF 064847

County

Date Filed: 9-21-15

George P. Bush, Commissioner

By _____

TRAVIS MATTHEWS



October 25, 2016

Texas General Land Office
Attn: Mr. Matthew Scott
1700 North Congress Avenue
Austin, Texas 78701-1495

RE: Consent to Perform On-Lease Gas Lift Operations
State Fee OGL *064847*
State RAL – K.D. Hamilton Children's Trust State of Texas
State RAL – Dorothy Nell Colley State of Texas
State RAL – Elizabeth H. O'Neil State of Texas
State RAL – Lottie May Joyce Estate State of Texas
State RAL – Kathleen H. Cole State of Texas
State RAL – Thomas M. Colley Living Trust State of Texas
State RAL – Martin A. Davey III Trust State of Texas
State RAL – Carey Kathleen Colley State of Texas
State RAL – Jill Colley Kastner State of Texas
State RAL – Martin A. Davey Estate State of Texas
Sidewinder State Unit 1-68 #1H & #2H Wells – MF-64847/MF-96194/Unit-6087
Section 74, Block 33, H&TC RR Co. Survey & *UNDIVIDED LEASE*
Section 68, Block 1, W&NW RR Co. Survey
Loving County, Texas

Dear Mr. Scott:

Energen Resources Corporation, as Operator of the captioned wells and pursuant to the terms of the captioned State of Texas Oil and Gas Leases, hereby requests approval to perform on-lease gas lift operations involving said Oil and Gas Leases.

Thank you for your time and consideration of this request. Please call me at (205) 326-4395 if you have any questions or if you need any additional information.

Yours very truly,

ENERGEN RESOURCES CORPORATION


ROBERT W. PLUMB
Land Advisor



31.15.01

80

ME064347

LOVING County

REQUEST TO GASLIFT

Date Filed: 3/30/17

George P. Bush, Commissioner

M T SCOTT



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 8, 2016

Certified Mail: 7016 2070 0000 7391 7536

Mr. Robert W. Plumb
Land Advisor
Energen Resources Corporation
605 Richard Arrington, Jr. Boulevard North
Birmingham, AL 35203-2707

RE: Your Application Dated 10/25/2016 for Authority to Utilize Gas Produced on the Leased Premises for Gas Lift Purposes as Applicable to the Sidewinder State Unit 1-68 Lease, MF064847 and MF096194, GLO Unit 6087, Loving County, Texas.

Dear Mr. Peacock:

General Land Office staff has reviewed your letter dated October 25, 2016 that requested permission to utilize on-lease gas for gas lift operations on the referenced leases. Energen Resources does not utilize makeup or buy-back gas in the gas lift system serving the GLO Unit 6087 wells.

Pursuant to the terms of the applicable State lease, please be advised that the request to recycle gas on the leased premises is approved subject to the following conditions:

1. Lessee shall install and utilize square-edged orifice meters and continuously meter the gas lift supply to each well and the gas that passes through any other gas lift supply and distribution meter.
2. The gas BTU content and component analysis obtained at each lease/unit gas meter shall be determined by gas sample chromatographic analysis.

If you have questions, please contact me at (512) 475-2230, or by FAX at (512) 475-1543. My e-mail address is matthew.scott@glo.state.tx.us

Sincerely,

Matthew T. Scott, P.E.
Petroleum Engineer
Energy Resources/Mineral Leasing

cc: Robert Hatter, Deputy Director of Energy Resources
Dale Sump, Director of Minerals Audit

File No. ME064847

LOVING County

AGREE TO GAS LIFT

Date Filed: 3/30/17

George P. Bush, Commissioner

MT SLOTT



McELROY,
SULLIVAN,
MILLER &
WEBER, LLP

1201 Spyglass Drive, Suite 200, Austin, TX 78746 | www.msmtx.com

MAILING ADDRESS: P.O. Box 12127, Austin, TX 78711 | T. 512.327.8111 F. 512.327.6566

June 27, 2019

Via Hand Delivery

Ms. Joy McCauley
Energy Resources Division
Texas General Land Office
Stephen F. Austin Building, 8th Floor
1700 N. Congress Avenue
Austin, Texas 78701

Re: Pooling Application
Energen Resources Corporation
Reveille State Unit 66-68-74
Loving County, Texas



Dear Ms. McCauley:

Enclosed is the application of Energen Resources Corporation ("Energen") to pool State Lease Nos. M-64847 and 96194 in Loving County, Texas, into the proposed 698-acre unit to be called the Reveille State Unit 66-68-74. Also enclosed are the proposed unit plat and a check in the amount of \$500 in payment of the application fee.

Energen proposes to drill one or more horizontal wells across the existing Sidewinder State Unit 1-68 (Unit No. 6087) boundary. Energen requests that the existing horizontal Energen Sidewinder Nos. 1 and 2 wells, which are the unit wells for the existing Energen Sidewinder State Unit 1-68, be excluded from the proposed Reveille State Unit 66-68-74. Additionally, Energen requests that all existing vertical wells be excluded from this proposed Reveille State Unit 66-68-74.

Furthermore, Energen requests that the State's pooling agreement recite therein that the existing Energen Sidewinder State Unit 1-68 shall remain in force and effect only as long as said unit wells continue producing in paying quantities. All future wells drilled on the proposed unit, subsequent to the effective date of the Reveille State Unit 66-68-74, will be unit wells subject to the Reveille State Unit 66-68-74 pooling agreement.

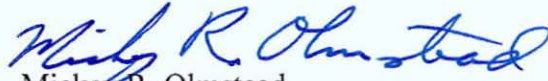
6087

* Special Terms

Ms. Joy McCauley
General Land Office
June 27, 2019
Page 2

Should you have any questions regarding the above or require any additional information, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,



Mickey R. Olmstead
Attorney for Energen Resources Corporation

MRO/nf
Enclosures



File No. MF064847

Loving County

Application Ltr from Energen Res. Corp.
ATTY

Date Filed: 1/8/20

George P. Bush, Commissioner AT

By _____

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA190193

Unit Number 10162
Operator Name Energen Resources Corporation Effective Date 07/23/2019
Customer ID C000043130 Unitized For Oil And Gas
Unit Name Reveille State Unit 66-68-74 Unit Term
County 1 Loving RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest Oil 0.06943633
State Part in Unit 0.54154728
Unit Depth Specified Depths Well
From Depth 7851 MD Formation Top of Bone Springs to Base of Wolfcamp
To Depth 15124 MD Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF064847		160.000000	698.000000	0.22922636	O/G	0.16666600	0.03820424	No
MF096194		218.000000	698.000000	0.31232092	O/G	0.10000000	0.03123209	No

API Number

4230134562, 4230134564

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

07/23/2019

07/23/2019

7/24/2019

1/9/2020

07/23/2019

MF#	64847	96194	
LEASE AC. IN UNIT	160	218	378
TOTAL UNIT AC.	698	698	
STATE PARTICIPATION	0.22922636	0.31232092	0.54154728
LEASE ROYALTY	0.166666	0.1	
PART OF UNIT NRI	0.03820424	0.03123209	0.06943633

Pooling Committee Report

To: School Land Board

UPA190193

Date of Board Meeting: 07/23/2019

Unit Number: 10162

Effective Date: 07/23/2019

Unit Expiration Date:

Applicant: Energen Resources Corporation

Attorney Rep:

Operator: Energen Resources Corporation,

Unit Name: Reveille State Unit 66-68-74

Field Name: PHANTOM (WOLFCAMP)

County: Loving

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF096194	0.10000000	07/01/1997	3 years	218.000000	218.000000	0.03123209
U Fee	MF064847	0.16666600	08/04/1975	5 years	160.000000	160.000000	0.03820424

Private Acres:	320.000000
State Acres:	378.000000
Total Unit Acres:	698.000000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	54.15%
<u>State Net Revenue Interest:</u>	6.94%

Unit Type: Unitized for:

Permanent Oil And Gas

Term:

RRC Rules: Spacing Acres:

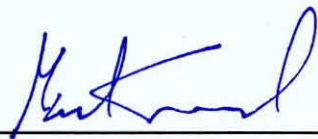
Yes 704 acres for a 10,000 foot lateral (FTP to LTP).

REMARKS:

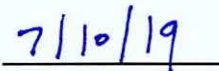
- Energen Resources Corporation is requesting permanent oil and gas pooling from the top of the Bone Spring formation to the base of the Wolfcamp formation as seen on the Forest Oil Corporation Catfish Unit well number 2 (API 42-301-30862) well log in order to test the Bone Spring and Wolfcamp formations.
- The applicant plans to spud the first unit well on September 1, 2019 with a proposed total depth of 12,500 feet TVD. A 10,000 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 6.94%.
- The State will participate on a unitized basis from the date of first production.
- The existing Energen Sidewinder State Unit 1-68 well number 1 and 2 and the existing vertical leases wells will be excluded from this unit.
- The applicant agrees to drill a total of two unit wells. The first unit well must be spud by or before one year after the effective date of the unit and the second unit well must be spud by or before two years after the spud date of the first unit well or the unit will decrease in size to 349.00 acres per unit well drilled.

POOLING COMMITTEE RECOMMENDATION:

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



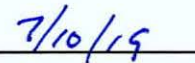
Mark Steinbach - Office of the Attorney General



Date



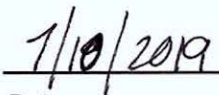
Robert Hatter - General Land Office



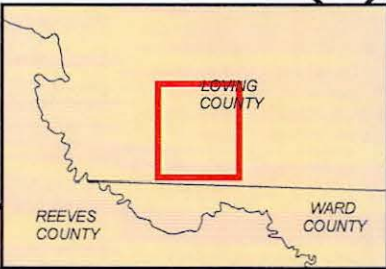
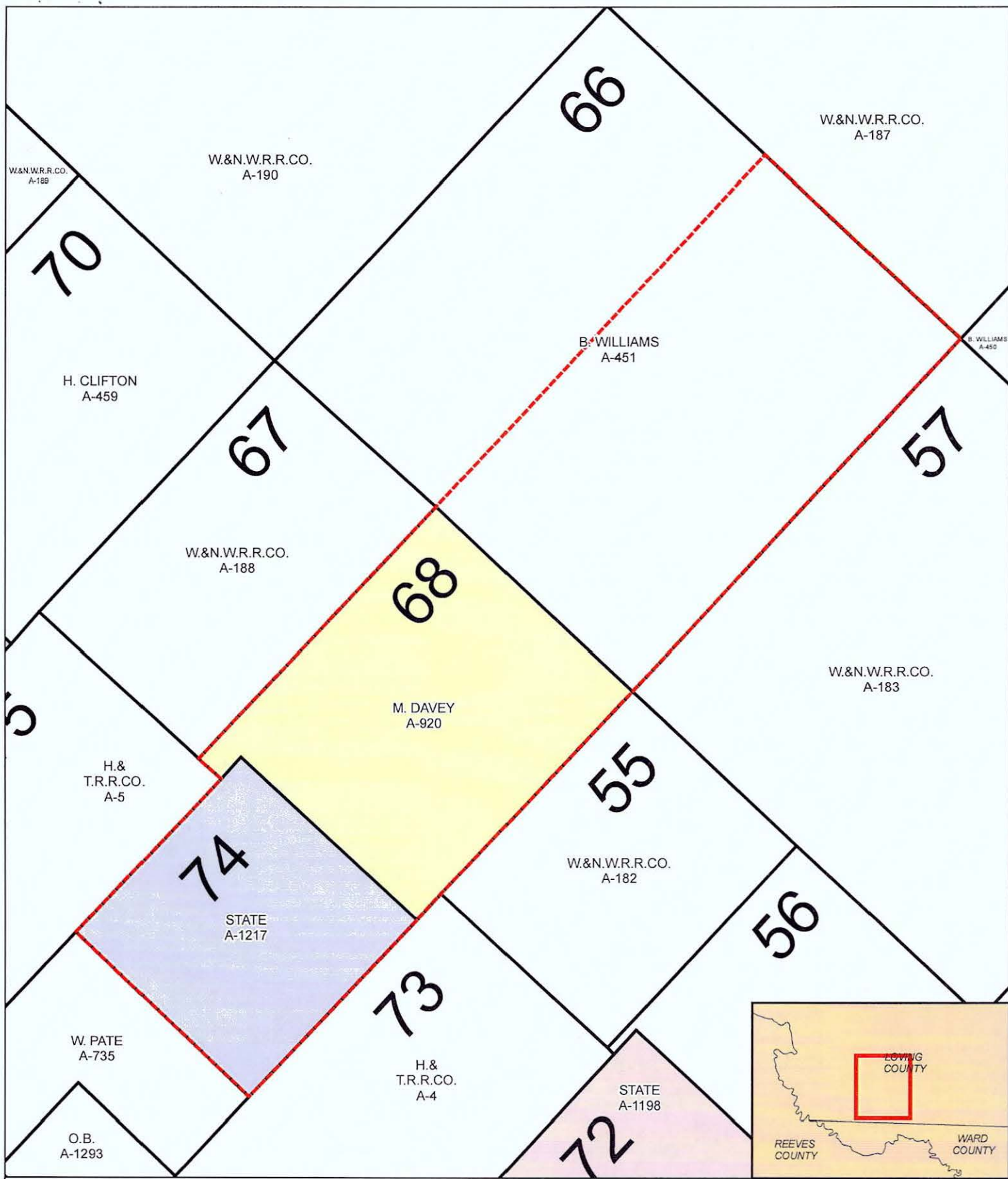
Date



Stacie Bennett - Office of the Governor



Date



Unit #10162
 Energen Resources Corporation
 Reville State Unit 66-68-74
 Phantom (Wolfcamp)
 Loving County, Texas

1,300 650 0 1,300 Feet



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 or establish boundaries between private and public land.



Map Generated by:
 Mark Conway
 Enterprise Technology Solutions/GIS
 July 2019

POOLING AGREEMENT
ENERGEN RESOURCES CORPORATION
REVEILLE STATE UNIT 66-68-74
GLO UNIT NO. 10162
LOVING COUNTY, 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 Energen Resources Corporation, 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". The unit description is subject to the provisions of Paragraph 9.

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 from the top of the Bone Spring formation to the base of the Wolfcamp formation being defined as the correlative equivalent of the stratigraphic interval occurring from 7,851 feet to 15,124 feet as seen on the log of the Forest Oil Corporation, Catfish Unit No. 2 well, API No. 42-301-30862 ("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 or horizontal 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 or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such 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 the number of acres included in the pooled unit, 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.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of July 23, 2019.

TERM:

8.

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.

SPECIAL TERMS AND CONDITIONS:

9.

a. Notwithstanding anything contained herein to the contrary, Lessee agrees to spud a unit well on or before July 23, 2020, or this Agreement shall terminate and if the first well is timely spud a second unit well must be spud on or before two years from the spud date of the first unit well or effective on that date the pooled unit will be reduced in size from 698 acres to 349 acres around the first unit well as shown on the plat attached as Exhibit

"D". If a second well is not timely spud, Lessee will notify the General Land Office within two (2) weeks. Once actual drilling operations have been commenced on a well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances. In an effort to prevent physical and economic waste, subject to the terms and provisions of the Leases, and rules and regulations of the Texas Railroad Commission or any other applicable regulatory agency, Lessee shall make every effort to drill each horizontal well with the longest productive lateral reasonably possible within the boundaries of the Unit.

b. Notwithstanding anything contained herein to the contrary, this Agreement is strictly limited to drilling operations and production from wells classified as horizontal wells by the Railroad Commission of Texas and all vertical wells within the boundary of the pooled unit are excepted from the terms of this Agreement and not considered part of the pooled unit and the Energen Resources Corporation, Sidewinder State Unit 1-68 No. 1 and 2 Wells (API Nos. 42-301-31912 and 42-301-31933), are hereby excluded from the terms of this Agreement and not considered part of this Unit.

c. It is also hereby agreed that the Energen Resources Corporation Sidewinder State Unit 1-68, GLO Unit No. 6087, which overlaps this Reveille State Unit 66-68-74 shall remain in force and effect only as long as the Sidewinder State Unit 1-68 wells continue producing in paying quantities. All future wells drilled on the Reveille State Unit 66-68-74 after its effective date will be unit wells subject to this Reveille State Unit 66-68-74 Pooling 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 Loving County, 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 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 1/3/2020

STATE OF TEXAS

Legal
Content
Geology
Executive

[Signature]

By: *[Signature]*
George P. Bush, Commissioner
General Land Office

Date Executed 9/16/19

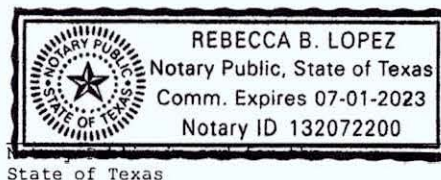
ENERGEN RESOURCES CORPORATION

By: Tom F. Hawkins
TOM F. HAWKINS
Its: EXECUTIVE VICE PRESIDENT - LAND

STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on September 16th, 2019, by Tom F. Hawkins
as Executive Vice President - Land of Energen Resources Corporation, an Alabama corporation on behalf of
said corporation.



State of Texas

Rebecca B. Lopez
07-01-2023

CERTIFICATE

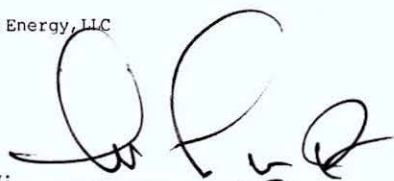
I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 23rd day of July, 2019, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, 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 17th day of January, 2020.

Stephanie Crenshaw
Secretary of the School Land Board

Date Executed 10/1/2019

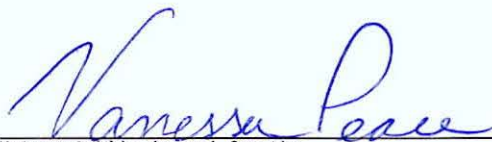
FR Energy, LLC


By: TRAVIS M. PACE
Its: VP LAND & RD

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on October 1st, 2019, by Travis M. Pace
as VP Land & RD of FR Energy, LLC, a Delaware, LLC.


Notary Public in and for the
State of Texas



Date Executed 9-5-19

William C. Haverlah, LP

By: [Signature], CEO

Its: Steve C. Haverlah, CEO

STATE OF Texas

COUNTY OF Blanco

This instrument was acknowledged before me on September 5, 2019, by Steve C. Haverlah
as CEO of William C. Haverlah, LP of William C. Haverlah, LP, a Limited Partnership.



Brenda Z. Scott
Notary Public in and for the
State of Texas



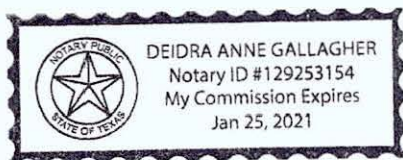
Date Executed 10-24-19

Ken & Geri Griffin Properties, LP

By: Janet G. Anderson
Its: manager & President

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on 10-24, 2019, by Janet G. Anderson
as Manager of Ken & Geri Griffin Properties, LP, a Limited Partnership



Deidra Anne Gallagher
Notary Public in and for the
State of TX



Date Executed 11/12/2019

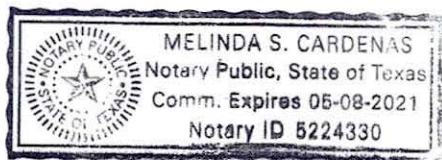
Linda Roby

By Linda Roby

STATE OF Texas

COUNTY OF Val Verde

This instrument was acknowledged before me on November 12, 2019, by Linda Roby



Melinda S. Cardenas
Notary Public in and for the
State of _____

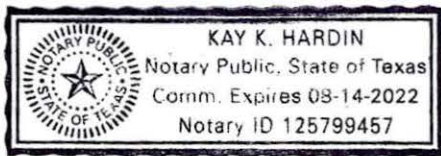


Date Executed 11/13/19

CWPLCO, Inc.
By: Mel S. R.
MEL S. RIGGS
Its: VICE PRESIDENT

STATE OF Texas
COUNTY OF Midland

This instrument was acknowledged before me on November 13, 2019, by Mel Riggs
as Vice President of CWPLCO, Inc., a _____.



Kay K. Hardin
Notary Public in and for the
State of Texas



Date Executed November 7, 2019

Clay Pollard

By:

Clay Pollard

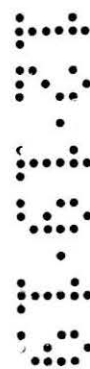
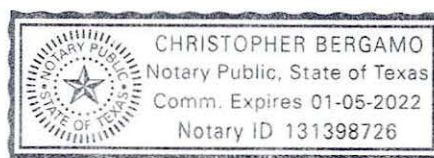
STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me on November 7th, 2019, by Clay Pollard

Christopher Bergamo

Notary Public in and for the
State of Texas



Date Executed 11/14/19

Scott Pollard

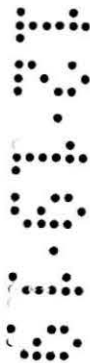
By: Scott Pollard

STATE OF Texas
COUNTY OF Bexar

This instrument was acknowledged before me on Nov 14, 2019, by Scott Pollard



Janice Humphrey
Notary Public in and for the
State of Texas



Date Executed 10-12-2019

George Riggs

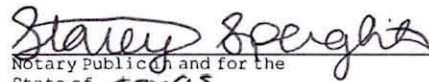
By: 

STATE OF Texas

COUNTY OF Hill

This instrument was acknowledged before me on November 12, 2019, by George Riggs




Notary Public in and for the
State of Texas



Date Executed NOV 15 / 2019

Marsha Wilkerson Williams

Marsha Wilkerson Williams

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on 15, NOVEMBER, 2019, by CHANDRA POTTER



[Signature]
Notary Public in and for the
State of TEXAS



Date Executed

11/12/19

Marrow Harrison Interests LLC

By:

James C Marrow

JAMES C MARROW

Its:

MANAGER

STATE OF

TEXAS

COUNTY OF

TRAVIS

This instrument was acknowledged before me on

11-12

, 2019, by

James C Marrow

as

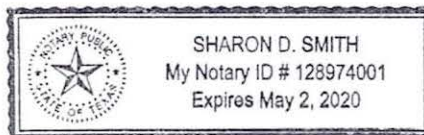
Manager

of Marrow Harrison Interests LLC, a

Sharon D Smith

Notary Public in and for the

State of Texas



Date Executed _____

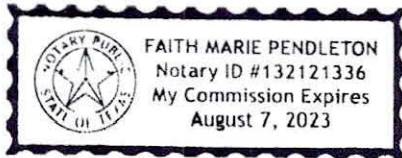
Dorr Irrevocable Dynasty Mineral Trust

By: Helen Josephine Dorr Creath
Trustee
Its: 11-12-2019

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on November 12, 2019, by Helen Josephine Dorr Creath
as Trustee of Dorr Irrevocable Dynasty Mineral Trust, a _____.



Faith M. Pendleton
Notary Public in and for
the State of Texas



Date Executed 12-2-19

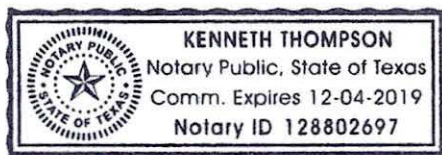
Adam Pollard

By: Adam F. Pollard

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on DECEMBER 2ND, 2019, by ADAM F. POLLARD



Kathy
Notary Public in and for the
State of TEXAS

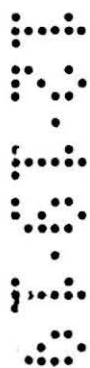


EXHIBIT "A"

Attached to and made a part of that certain Pooling Agreement dated effective July 23, 2019 (GLO Unit No. 10162) for the Reveille State Unit 66-68-74 situated in Loving County, Texas

The following oil and gas leases, including all extensions, ratifications and amendments thereof:

1. Lease Date: August 22, 1973
Lessor: National Bank of Tulsa, Trustee u/w/o E.I. Hanlon, Deceased
Lessee: F. H. Pannill
Recording: Volume 39, Page 377, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
2. Lease Date: February 15, 1974
Lessor: Dee J. Kelly
Lessee: Clayton W. Williams, Jr.
Recording: Volume 40, Page 133, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
3. Lease Date: February 15, 1974
Lessor: H.L. Brown, Jr.
Lessee: Clayton W. Williams, Jr.
Recording: Volume 40, Page 137, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
4. Lease Date: February 15, 1974
Lessor: Gary B. Laughlin
Lessee: Clayton W. Williams, Jr.
Recording: Volume 40, Page 147, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
5. Lease Date: September 8, 1975
Lessor: William C. Haverlah et ux
Lessee: Clajon Production Corporation
Recording: Volume 45, Page 402, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
6. Lease Date: December 15, 1975
Lessor: Clayton W. Williams, Jr.
Lessee: The Williams Partnership
Recording: Volume 47, Page 80, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands

7. Lease Date: January 2, 1976
Lessor: V. Randolph Delk and Paul A. Olson, Trustees
Lessee: The Williams Partnership
Recording: Volume 47, Page 357, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
8. Lease Date: November 20, 1973
Lessor: Deep Royalty Company et al
Lessee: Allied Chemical Corporation
Recording: Volume 39, Page 364, Volume 39, Page 368, Volume 39, Page 371,
Volume 39, Page 374, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
9. That certain mineral interest owned by Scope Royalty Company deemed to be leased pursuant to the form of Oil, Gas and Mineral Lease attached as Exhibit "B" to that certain Operating Agreement dated October 31, 1975 between Clayton W. Williams, Jr., as Operator, and Union Texas Petroleum et al, as Non-Operators, covering all of Section 66, Block 1, W&NW RR Co. Survey, Loving County, Texas; INSO FAR AND ONLY INSO FAR as said lease covers Tract 1.
10. Lease Date: September 1, 1979
Lessor: W. Wayne Roye
Lessee: A.C. Atkins et al
Recording: Volume 55, Page 622, Oil & Gas Lease Records, Loving County, Texas
Lands: Tract 1 and other lands
11. Lease Date: June 5, 2017
Lessor: Helen Jo Dorr Creath
Lessee: Ditto Land Company, LLC
Recording: Memorandum recorded as Document No. 2017-2146, Page 622, Official Public Records, Loving County, Texas
Lands: Tract 1 and other lands
12. Lease Date: May 9, 2017
Lessor: Dorr Petroleum Land Management
Lessee: Bellomy Exploration, LLC
Recording: Memorandum recorded as Document No. 2017-2188, Official Public Records, Loving County, Texas
Lands: Tract 1 and other lands
13. Lease Date: July 1, 1994
Lessor: Kathleen Davey Hamilton Children's Trust, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 180, Official Public Records, Loving County, Texas
Lands: Tract 2

14. Lease Date: July 1, 1994
Lessor: Martin A. Davey III Trust, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 210, Official Public Records, Loving County, Texas
Lands: Tract 2
15. Lease Date: July 1, 1994
Lessor: Dorothy Nell Colley, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 150, Official Public Records, Loving County, Texas
Lands: Tract 2
16. Lease Date: July 1, 1994
Lessor: Thomas M. Colley Living Trust dtd 5/16/1990, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 210, Official Public Records, Loving County, Texas
Lands: Tract 2
17. Lease Date: July 1, 1994
Lessor: Lottie May Joyce Estate, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 170, Official Public Records, Loving County, Texas
Lands: Tract 2
18. Lease Date: July 1, 1994
Lessor: Elizabeth H. O'Neill, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 160, Official Public Records, Loving County, Texas
Lands: Tract 2
19. Lease Date: July 1, 1994
Lessor: Kathleen H. Cole, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 190, Official Public Records, Loving County, Texas
Lands: Tract 2
20. Lease Date: July 1, 1994
Lessor: Carey Kathleen Colley, as agent for the State of Texas
Lessee: Pennzoil Petroleum Company
Recording: Volume 93, Page 332, Official Public Records, Loving County, Texas
Lands: Tract 2



21. Lease Date: February 1, 1997
Lessor: Jill Colley Kastner, as agent for the State of Texas
Lessee: Forest Oil Corporation
Recording: Volume 1, Page 664, Official Public Records, Loving County, Texas
Lands: Tract 2
22. Lease Date: February 1, 1997
Lessor: Martin A. Davey Estate, as agent for the State of Texas
Lessee: Forest Oil Corporation
Recording: Volume 1, Page 776, Official Public Records, Loving County, Texas
Lands: Tract 2
23. Lease Date: August 4, 1970
Lessor: State of Texas
Lessee: Getty Oil Company
Recording: Volume 32, Page 124, Official Public Records, Loving County, Texas
Lands: Tract 3

END OF EXHIBIT "A"



EXHIBIT "B"

Attached to and made a part of that certain Pooling Agreement dated effective July 23, 2019 (GLO Unit No. 10162) for the Reveille State Unit 66-68-74 situated in Loving County, Texas

Description of Lands:

- Tract 1: The Southeast half (SE/2) of Section 66, Block 1, W&NW RR Co. Survey, Loving County, Texas, containing 320 acres, more or less.
- Tract 2: All of Section 68, Block 1, W&NW RR Co. Survey, Loving County, Texas, containing 218 acres, more or less.
- Tract 3: The Northeast half of the Northeast half (NE/2 of NE/2) of Section 74, Block 33, H&TC RR Co. Survey, Loving County, Texas, containing 160 acres, more or less.

Tracts 1 through 3 combining to total 698 acres, more or less.

END OF EXHIBIT "B"



EXHIBIT "C"

Attached to and made a part of that certain Pooling Agreement dated effective July 23, 2019
(GLO Unit No. 10162) for the Reville State Unit 66-68-74 situated in Loving County, Texas

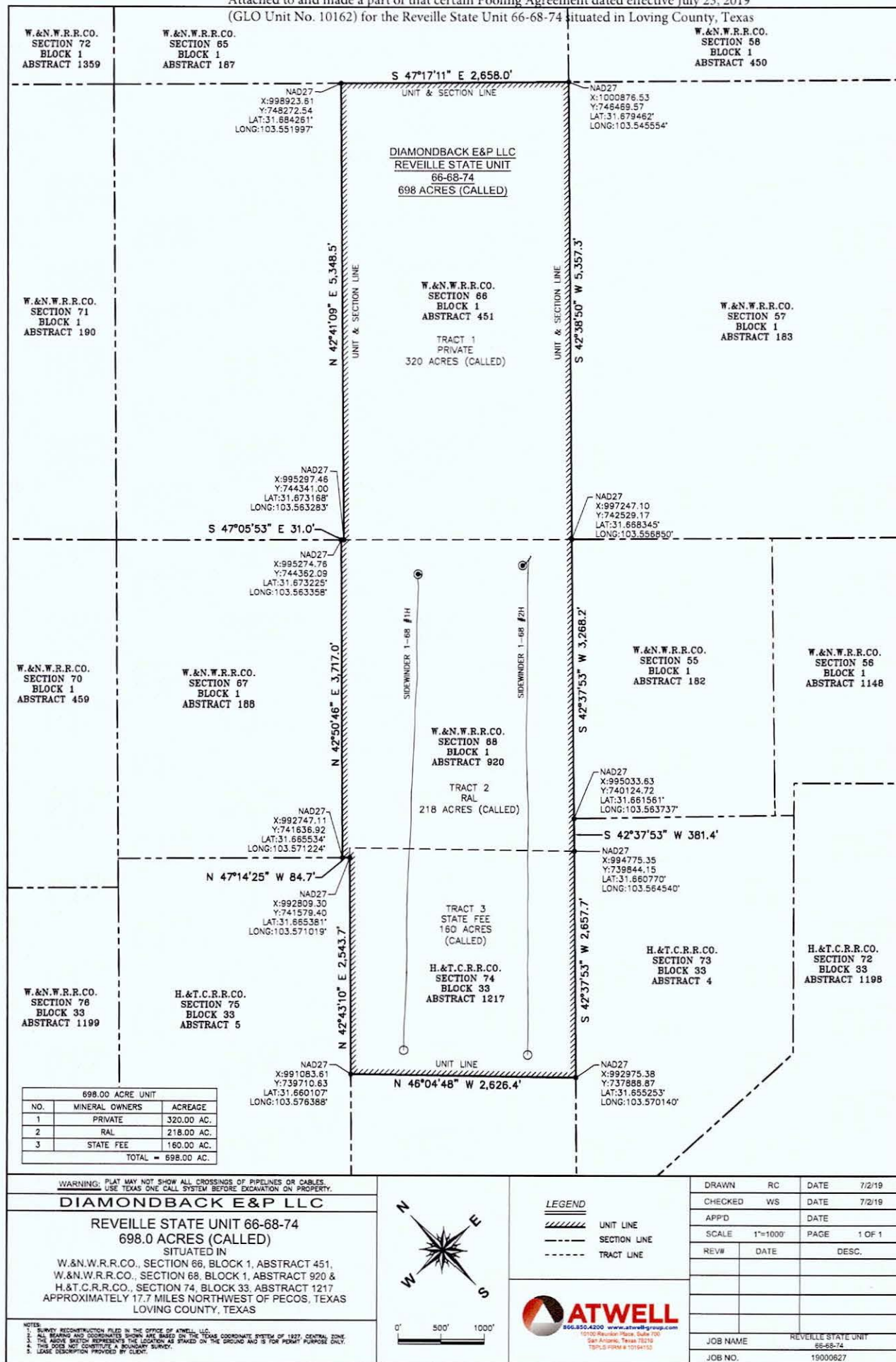
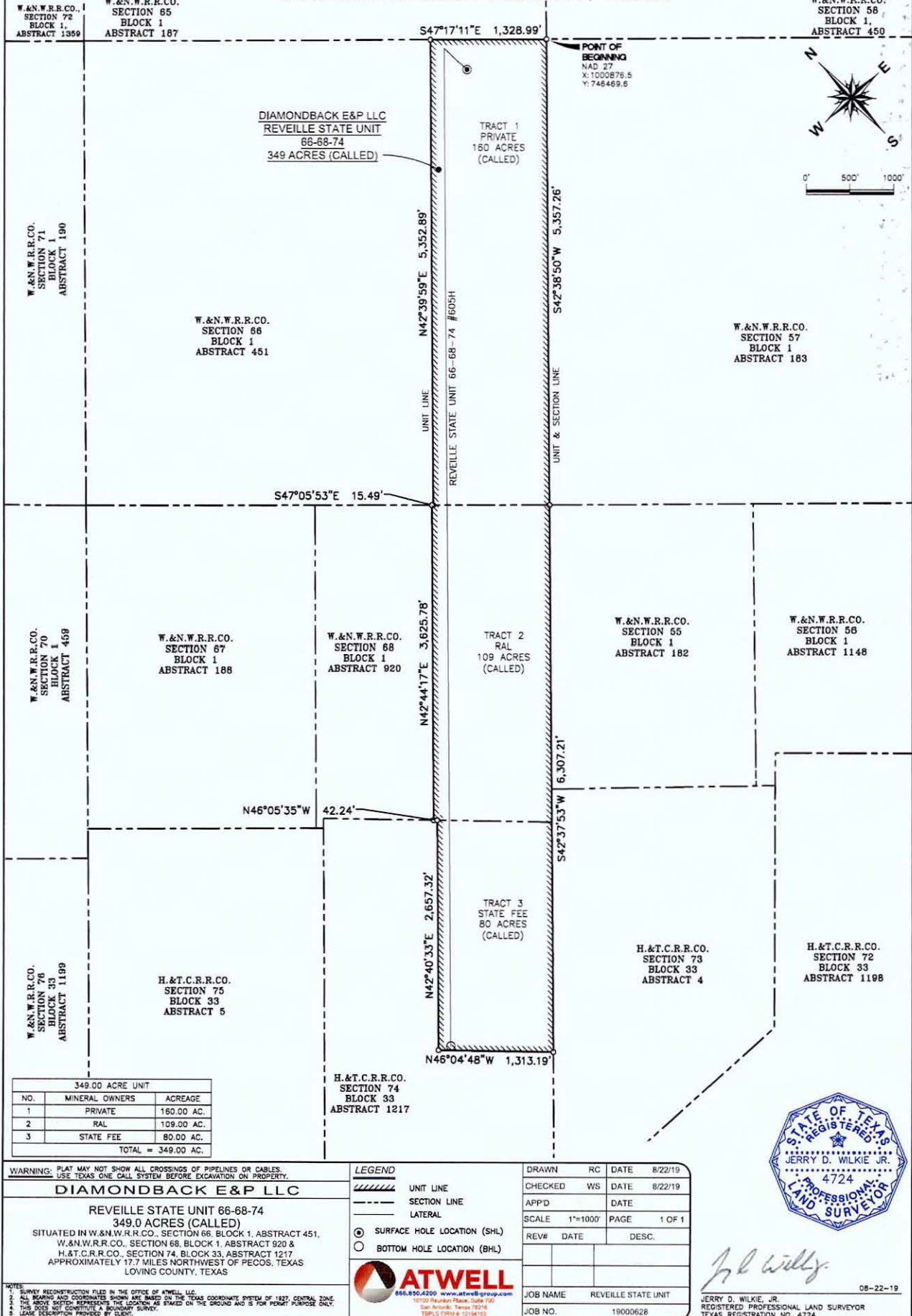


EXHIBIT "D"
ATTACHED TO AND MADE A PART OF THAT CERTAIN POOLING
AGREEMENT DATED JULY 23 2019
(GLO UNIT NO. 10162) FOR THE REVELLE STATE UNIT 66-68-74
SITUATED IN LOVING COUNTY, TEXAS



349.00 ACRE UNIT		
NO.	MINERAL OWNERS	ACREAGE
1	PRIVATE	160.00 AC.
2	RAL	109.00 AC.
3	STATE FEE	80.00 AC.
TOTAL =		349.00 AC.

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

DIAMONDBACK E&P LLC

REVELLE STATE UNIT 66-68-74
349.0 ACRES (CALLED)
 SITUATED IN W.&N.W.R.R.CO. SECTION 66, BLOCK 1, ABSTRACT 451,
 W.&N.W.R.R.CO. SECTION 68, BLOCK 1, ABSTRACT 920 &
 H.&T.C.R.R.CO. SECTION 74, BLOCK 33, ABSTRACT 1217
 APPROXIMATELY 17.7 MILES NORTHWEST OF PECOS, TEXAS
 LOVING COUNTY, TEXAS

NOTES:
 1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE.
 3. THE ABOVE SURVEY REPRESENTS THE LOCATION AS STAKED ON THE GROUND AND IS FOR PERMIT PURPOSE ONLY.
 4. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 5. LEASE DESCRIPTION PROVIDED BY CLIENT.

LEGEND

- UNIT LINE
- SECTION LINE
- LATERAL
- SURFACE HOLE LOCATION (SHL)
- BOTTOM HOLE LOCATION (BHL)



DRAWN	RC	DATE	8/22/19
CHECKED	WS	DATE	8/22/19
APPD		DATE	
SCALE	1"=1000'	PAGE	1 OF 1
REV#	DATE	DESC.	
JOB NAME	REVELLE STATE UNIT		
JOB NO.	19000628		



J.D. Wilkie

08-22-19

JERRY D. WILKIE, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 4724

#19191

(83)

File No. MF064847

Loving County
Pooling Packet #18162 Diamond back
Energex Reveille State Unit 66-68-74

Date Filed: 1/8/2020

George P. Bush, Commissioner AT

By _____



December 17, 2019

VIA - FEDEX

Texas General Land Office
Attn: Ms. Joy McCauley
1700 North Congress Avenue
Austin, Texas 78701-1495

RE: Pooling Agreement
Reveille State Unit 66-68-74
Sections 66 and 68, Block 1, W&NW, and Section 74, Block 33, H&TC RR Co. Survey
Loving County, Texas

Dear Ms. McCauley:

Enclosed please find two (2) original State Pooling Agreements for the Reveille State Unit 66-68-74 (GLO Unit No. 10162) executed on behalf of Energen Resources Corporation.

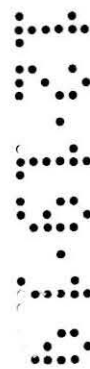
Once the State has executed the agreements, please return one (1) complete original to my attention at the letterhead address. We will provide you with a recorded copy once it is available. If you have any questions concerning this matter, please call me at (432) 247-6245 or email me at pwilliams1@diamondbackenergy.com.

Sincerely,

ENERGEN RESOURCES CORPORATION

A handwritten signature in blue ink, appearing to read "Phillip Williams".

Phillip Williams
Landman



010101

84

File No. MF 064847

Loving County

Letter from Diamondback

Date Filed: 1/8/2020

George P. Bush, Commissioner

By AT



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 8, 2020

Mr. Phillip Williams, Landman
Diamondback Energy, Inc.
500 West Texas Avenue, Suite 1200
Midland, Texas 79701

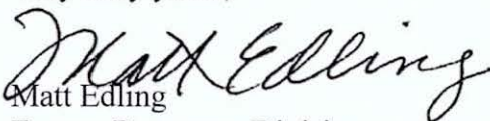
Re: Pooling Agreement
Energen Resources Corporation
Reeveville State Unit 66-68-74
Sections 66 & 68, Block 1, W&NW & Section 74, Block 33, H&TC RR Co. Survey
GLO Unit No. 10162
Loving County, Texas

Dear Mr. Williams:

Enclosed is a duplicate original of the above referenced Amendment of Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Amendment Agreement for our files. Please refer to the referenced GLO Unit No. 10162 when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, please contact me if you have any questions or require anything further.

Very truly yours,


Matt Edling

Energy Resources Division
Texas General Land Office
(512) 305-9106
matthew.edling@glo.texas.gov

Enclosure

File No. MF064847
Loving County
Letter to Diamondback Energy
Date Filed: 1/8/20
George P. Bush, Commissioner
By AA

MF 064847

Page 1 of 1 20708568

Vendor No.	Vendor Name	Check Date	Check Number	Check Total
7002610	GENERAL LAND OFFICE OF TEXAS	Apr-28-2020	000054791	\$3,350.00

INV DATE	VENDOR INV #	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
04/15/20	SHUTIN CATFISH02	3,350.00	0.00	3,350.00

Direct Inquiries to:
 Phone: (972) 332-1419
 E-Mail: OIAP@FDLENERGY.COM

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING



FDL Operating, LLC.
 5221 N O'Connor Blvd.
 Suite 1100
 Irving, Texas 75039

JPMorgan Chase Bank,
 N.A., Dallas, TX

32-61/1110
 000054791

20708568

CHECK NO	CHECK DATE	PAY EXACTLY
000054791	Apr-28-2020	\$3,350.00

PAY
 EXACTLY

THREE THOUSAND THREE HUNDRED FIFTY DOLLARS and ZERO CENTS

TO THE
 ORDER
 OF

GENERAL LAND OFFICE OF TEXAS
 1700 CONGRESS AVE.
 AUSTIN TX 78701-1495

AUTHORIZED SIGNATURE

⑈000054791⑈

Details on Back

Security Features Included

000000

86.

File No. MF064847
Shut in payment County
Catfish Unit 1041
Date Filed: 10/7/20
George P. Bush, Commissioner
By SSD

DIVISION ORDER

Diamondback E & P LLC
515 Central Park Drive., Ste. 500
Oklahoma City, OK 73105

Unit 10162
 MF 064847
 MF 096194

Date: September 30, 2020
 Effective Date:

Property Number: 1008254, 1007494
 Property Name: REVEILLE STATE UNIT 66-68-74 406H & 605H
 Operator: DIAMONDBACK E & P LLC 301-34562
 County and State: LOVING COUNTY, TX

Property Description: - A well drilled fully within the Reveille State Unit 66-68-74 created by declaration of pooling filed at Loving County, TX instrument 2020-0876, which includes the following tracts:

TRACT	LEGAL DESCRIPTION	ACRES	TPF
1	SE/2 of Section 66, Blk 1, W&NW RR Co. Survey, Loving, TX.	320.000000	0.458453
2	All Section 68, Blk 1, W&NW RR Co. Survey, Loving, TX.	218.000000	0.312321
3	NE/2 of NE/2 (160 acres) of Section 74, Blk 33, H&TC RR Co. Survey, Loving, TX.	160.000000	0.229226
	Reveille State DOP filed at Loving County Inst 2020-0876.	698.000000	1.000000

Oil ☒ Gas ☐ Other ☐

Owner Name: TEXAS GENERAL LAND OFFICE
 Address: PO BOX 12873
 AUSTIN, TX 78711-2873

Owner Number: 1207
 Decimal Interest: 0.06943649
 Pay Code: A
 Type of Interest: RI

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 owner ("owner") who executes this agreement:

The undersigned certifies legal ownership of the interest in production as described above payable by Diamondback E&P LLC ("Diamondback").

Owner acknowledges that some properties produce from a horizontal drainhole well that may cross multiple tracts. In such cases, production is allocated to each tract based upon: a) the percentage that the producing portion of the drainhole in each tract bears to the whole, or (b) written agreement(s) between the various interest owners of the property. If this Division Order covers production from a horizontal well, the Decimal Interest reflected in the table above is either the product of the allocation percentage and the owner's tract interest, or calculated based upon the formulas set forth in the applicable agreement(s). Information pertaining to the interest reflected herein is available upon owner's request.

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. Diamondback shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order, subject to necessary computations as to quantity, corrections for gravity and temperature, and deductions for impurities.

PAYMENT: From the effective date and after initial payment is made, subsequent payments are to be made monthly by payor's check, based on this division of interest, not later than 60 days after the end of the calendar month in which oil production is sold and 90 days after the end of the calendar month in which gas is sold, from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser (unless the lease specifies a different time for payment, in which event the payment terms of the lease shall control). Payment of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months' proceeds accumulate, whichever occurs first. The undersigned agrees to indemnify and reimburse Diamondback any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold Diamondback harmless from any liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which Diamondback 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 Diamondback by the owner together with a copy of the complaint or petition filed. Diamondback is authorized to withhold payment, without interest unless required by applicable statute, pending resolution of any title dispute or adverse claim regarding the interest in production herein claimed by the undersigned. The undersigned agrees to indemnify and reimburse Diamondback any amount attributable to an interest the undersigned does not own.

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

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

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

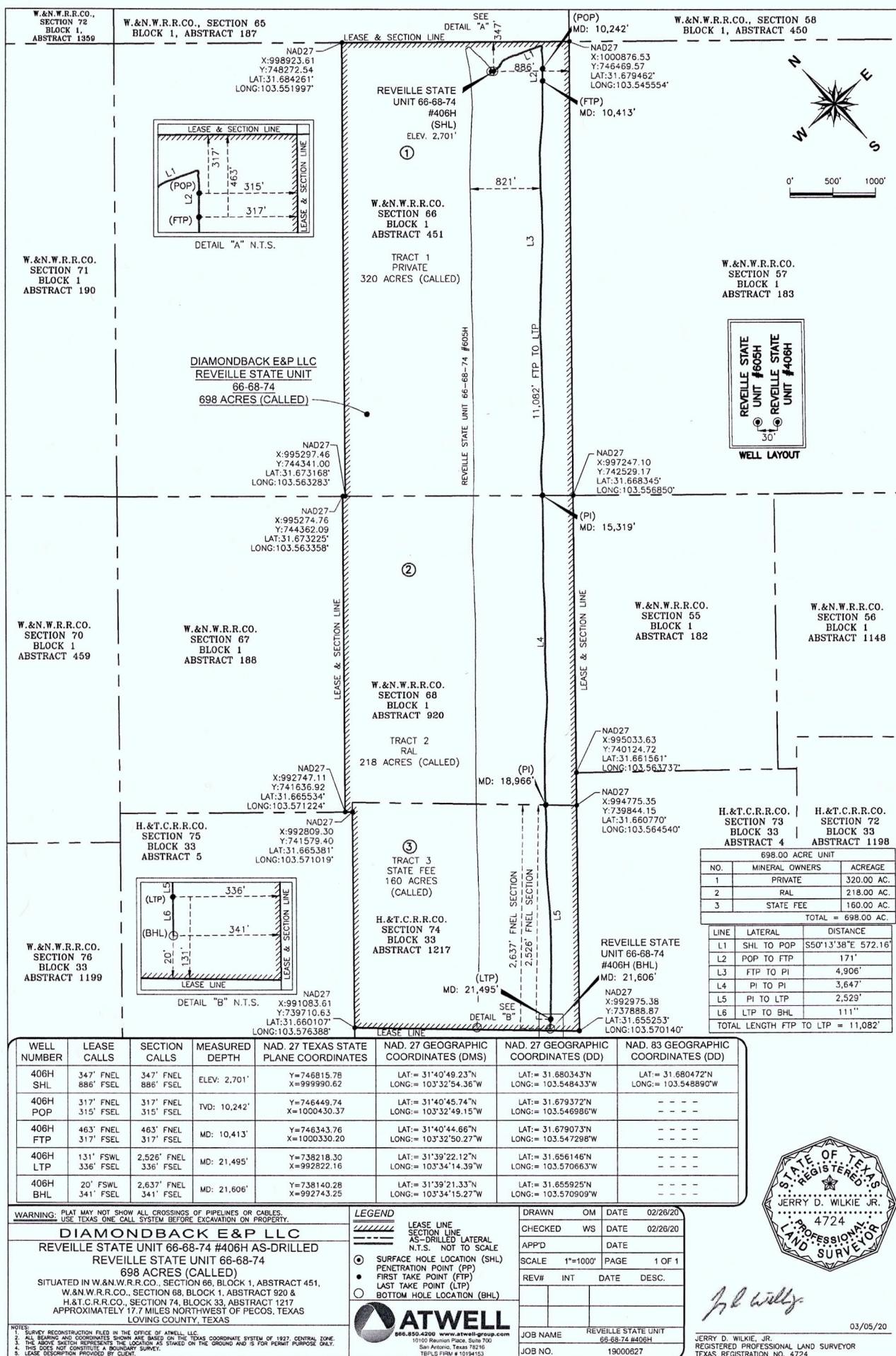
Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this Division Order, an owner and Diamondback may have certain statutory rights under the laws of this state.

Owner(s) Signature(s) _____
 Owner(s) SS/Tax ID #: _____
 Owner Home Telephone #: _____
 Owner Work Telephone #: _____
 Owner e-mail address: _____

**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 refundable by Diamondback E & P LLC.**

(PLEASE SIGN AND RETURN)





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

September 3, 2021

Isaac Evans
Division Order Analyst
Diamondback E&P LLC
515 Central Park, Suite 500
Oklahoma City, OK 73105

Re: State Lease Nos. MF064847 and MF096194 Reveille State Unit 66-68-74 406H and 605H
Unit 10162

Dear Mr. Evans:

The Texas General Land Office (GLO) has received your Division Order for the referenced Unit. This Division Order has been filed in the appropriate mineral file(s).

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
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF064847Loving CountyDivision OrderDate Filed: 9/24/2021

George P. Bush, Commissioner

By VZ



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

Diamondback E&P LLC
515 Central Park Drive, Suite 500
Oklahoma City, OK 73105-1704

Billing Date: 12/2/2021
Billing Due Date: 1/1/2022
Customer Number: C000089009

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00125	MF064847	\$2,661.41	\$0.00	\$314.15	\$294.23	\$3,269.79
Total Due		\$2,661.41	\$0.00	\$314.15	\$294.23	\$3,269.79

Penalty and interest have been calculated thru 12/31/2021. Payment remitted after 12/31/2021 will result in additional penalty and interest charges.

Jacquet,David (512) 463-5262 or david.jacquet@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 questions regarding this invoice, 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

Diamondback E&P LLC

Billing Date: 12/2/2021

Billing Due Date: 1/1/2022

Customer Number: C000089009

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
22I00125	MF064847	\$2,661.41	\$0.00	\$314.15	\$294.23	\$3,269.79
Total Due		\$2,661.41	\$0.00	\$314.15	\$294.23	\$3,269.79
Amt. Paid						

Customer ID: C000089009

Invoice Number:

GLO Lease: MF064847

GLO Review: DIAMONDBACK E&P LLC

Review Period: SEPT 2019 - AUG 2020

Category Gas

Auditor/AE: DJACQUET

Billing Date: 12/1/2021

P&I Calculation Date: 12/31/2021

Royalty Rate: 16.67%

(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	For Additional Royalty	Penalty From Additional Royalty	Interest From Additional Royalty	Revenue Due
Sep-19	08-44252	0	1	\$0.000	1.00	\$0.00	\$1,322.06	\$747.81	\$574.25	777	6.50%	\$57.43	\$73.43	\$705.11
Oct-19	08-44252	0	1	\$0.000	1.00	\$0.00	\$1,857.11	\$961.83	\$895.28	747	6.50%	\$89.53	\$109.69	\$1,094.50
Nov-19	08-44252	0	1	\$0.000	1.00	\$0.00	\$1,040.66	\$523.99	\$516.67	716	5.75%	\$51.67	\$53.48	\$621.82
Dec-19	08-44252	2,658	1	\$0.917	1.00	\$2,431.09	\$405.18	\$0.00	\$405.18	685	5.75%	\$40.52	\$39.96	\$485.66
Feb-20	08-44252	0	1	\$0.000	1.00	\$0.00	\$1,951.40	\$1,918.44	\$32.96	625	5.75%	\$25.00	\$2.94	\$60.90
Jul-20	08-54193	267	1	\$0.578	1.03	\$159.61	\$26.60	\$0.00	\$26.60	472	5.75%	\$25.00	\$1.73	\$53.33
Jul-20	08-44252	630	1	\$0.578	1.03	\$375.87	\$62.64	\$0.00	\$62.64	472	5.75%	\$0.00	\$4.08	\$66.72
Aug-20	08-54193	271	1	\$0.819	1.03	\$228.94	\$38.16	\$0.00	\$38.16	442	5.75%	\$25.00	\$2.30	\$65.46
Aug-20	08-44252	779	1	\$0.819	1.03	\$658.03	\$109.67	\$0.00	\$109.67	442	5.75%	\$0.00	\$6.62	\$116.29
TOTALS		4,605				\$3,853.53	\$6,813.48	\$4,152.07	\$2,661.41			\$314.15	\$294.23	\$3,269.79

COMMENTS: BILLING ON UNDER PAID ROYALTIES AND UNDER REPORTED VOLUMES FOR RRC ID#: UNIT 6087 08-44252 & UNIT 10162 08-54193.

COLUMN (3) VOLUMES - REPRESENTS THAT THE BILLING FOR UNDER REPORTED VOLUMES. VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC.
 ZERO FOR THE VOLUMES INDICATES THE BILLING IS FOR UNDER PAID ROYALTIES. ROYALTIES REPORTED DUE TO THE GLO VERSUS ROYALTIES PAID TO THE GLO.
 COLUMN (5) (6) PRICES & BTU FACTORS - THE PRICES AND BTU FACTORS WERE DETERMINED BY USING THE AVERAGE PRICES AND BTU FACTORS REPORTED ON THE GLO2S.

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/rac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. PAYMENT MAY BE MADE BY CHECK OR ACH DEBIT
 SEND AN E-MAIL WITH A COPY OF THIS INVOICE ATTACHED TO: account.services@glo.texas.gov NOTING THE CHECK NUMBER OR ACH CONFIRMATION NUMBER WHEN PAYMENT IS REMITTED

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL DAVID JACQUET: david.jacquet@glo.texas.gov

ATTN: KRISTEN BUTCHER
 SENT VIA E-MAIL: KButcher@diamondbackenergy.com

88

File No. MF064847

County

Recon Billing

Date Filed:

12/28/2021

George P. Davis, Commissioner

By

VJ



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

Diamondback E&P LLC
515 Central Park Drive, Suite 500
Oklahoma City, OK 73105-1704

Billing Date: 12/2/2021
Billing Due Date: 1/1/2022
Customer Number: C000089009

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
22I00126	MF064847	\$0.00	\$3,009.63	\$300.97	\$256.44	\$3,567.04
Total Due		\$0.00	\$3,009.63	\$300.97	\$256.44	\$3,567.04

Penalty and interest have been calculated thru 12/31/2021. Payment remitted after 12/31/2021 will result in additional penalty and interest charges.

Jacquet,David (512) 463-5262 or david.jacquet@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 questions regarding this invoice, 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

Diamondback E&P LLC

Billing Date: 12/2/2021

Billing Due Date: 1/1/2022

Customer Number: C000089009

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
22I00126	MF064847	\$0.00	\$3,009.63	\$300.97	\$256.44	\$3,567.04
Total Due		\$0.00	\$3,009.63	\$300.97	\$256.44	\$3,567.04
Amt. Paid						

Customer ID: C000089009
 Invoice Number:
 GLO Lease: MF064847
 GLO Review: DIAMONDBACK E&P LLC
 Review Period: SEPT 2019 THRU AUG 2020

Category Oil
 Auditor/AE: DJACQUET
 Billing Date: 12/1/2021
 P&I Calculation Date: 12/31/2021
 Royalty Rate: 16.67%

(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	From Additional Royalty	From Additional Royalty2	Revenue Due
Feb-20	08-54193	72	1	\$48.017	1	\$3,468.58	\$578.09	\$0.00	\$578.09	635	5.75%	\$57.81	\$52.46	\$688.36
Mar-20	08-54193	371	1	\$27.664	1	\$10,273.61	\$1,712.26	\$0.00	\$1,712.26	605	5.75%	\$171.23	\$147.28	\$2,030.77
Apr-20	08-54193	154	1	\$14.385	1	\$2,210.37	\$368.39	\$0.00	\$368.39	574	5.75%	\$36.84	\$29.89	\$435.12
May-20	08-54193	143	1	\$14.743	1	\$2,105.36	\$350.89	\$0.00	\$350.89	544	5.75%	\$35.09	\$26.81	\$412.79
TOTALS		740				\$18,057.92	\$3,009.63	\$0.00	\$3,009.63			\$300.97	\$256.44	\$3,567.04

COMMENTS: BILLING ON UNDER REPORTED VOLUMES FOR UNIT 10162 RRC ID# 08-54193.

COLUMN (3) VOLUMES - REPRESENTS THE VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC.
 COLUMNS (5) & (6) THE PRICES -PRICES ARE BASED OFF AVERAGE PRICE AS REPORTED ON THE GLO1S.
 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/rac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. AYMENT MAY BE MADE BY CHECK OR ACH DEBIT
 SEND AN E-MAIL WITH A COPY OF THIS INVOICE ATTACHED TO: account.services@glo.texas.gov NOTING THE CHECK NUMBER OR ACH CONFIRMATION NUMBER WHEN PAYMENT IS REMITTED

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL DAVID JACQUET: david.jacquet@glo.texas.gov

ATTN: KRISTEN BUTCHER
 SENT VIA E-MAIL: KButcher@diamondbackenergy.com

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File No. MF 264847

County

Recor Billing

Date Filed:

12/28/2021

George E. Bush, Comptroller

By

UD