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MF110193

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110193	56-030239		GLASSCOCK

<i>Survey</i>	HIGHWAYS & PUBLIC TRANSPORTATION DE
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Block

Block Name

Township

Section/Tract

Land Part

<i>Part Description</i>	HIGHWAY RIGHT-OF-WAY
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<i>Acres</i>	8.52
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<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	0	

<i>Name</i>	MARINER ENERGY, INC.
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<i>Lease Date</i>	7/14/2009
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<i>Primary Term</i>	1 yrs
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<i>Bonus (\$)</i>	\$1,491.00
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<i>Rental (\$)</i>	\$0.00
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<i>Lease Royalty</i>	0.2000
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Leasing: 

Analyst: J. SOB

Maps: _____

GIS: ZG

CONTENTS OF FILE NO. MF- 110193

- | | |
|--|---------|
| 1. Lease | 5/11/09 |
| 2. Maps | 5/11/09 |
| 3. Letter + fee | 5/11/09 |
| 4. Affidavit | 5/11/09 |
| 5. Deed | 9/11/09 |
| 6. Lease | 5/11/09 |
| 7. Assignment | 5/11/09 |
| 8. No letter | 7/22/09 |
| 9. Letter + Bonus | 6/7/09 |
| 10. Letter + Affidavit | 7/8/10 |
| See MF 108554 #8 for
Certificate of Merger. 2/15/11 | |
| 11. Unit 5827 - ED Books 11 Unit # 4
6-25-12 | |

Scanned PJE 5-13-13

12. Affidavit of Facts 7.22.13

Scanned SM 7/31/13

13. DIVISION ORDER 8.15.11

Scanned PJ 1-23-15

14 Notice of Merger 2-7-11

Scanned PJ 7-15-15

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (110193)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Mariner Energy, Inc.**, whose address is **200 W. Sam Houston Parkway S., Suite 2000, Houston, TX 77042** hereinafter called "Lessee".

1. Lessor, in consideration of **One Thousand Four Hundred Ninety One 10/100 (\$ 1,491.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Glasscock** State of Texas, and is described as follows:

8.52 acres of land, more or less, known as, situated in said **Glasscock** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **8.52 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. **PRIMARY TERM:** This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year, from July 14th, 2009** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. **ROYALTIES:** As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/5** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/5** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/5** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/5** of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within

the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

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

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

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

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

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

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

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

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

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

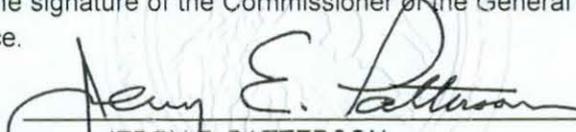
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well

causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to **double the shut-in royalty** and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

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



JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

CC: [Signature]

EXHIBIT "A"

A 8.52-acre tract out of the N/2 of Section 11, Block 34, T-4-S, T&P Ry. Co. Survey, Glasscock County, Texas, described as follows:

A strip of land 120 feet wide measured 60 feet each side of the located center line of State Highway 158 as shown by the right-of-way map of said Highway 158 filed with the County Records of Glasscock County, said center line being located as follows:

BEGINNING at Survey Station 1889 plus 51 on the located center line of Highway 158, a point in the South right-of-way line of the Garden City-Big Lake Road; said point being 2265 feet measured West along said south right-of-way from the Northwest corner of the said Section 11;

THENCE S. 89° 16' E. 3093 feet to Survey Station 1920 plus 44, a point in the east boundary line of Sec. 11, said point being 818 feet measured south along said east boundary line from the S. right-of-way fence of the Garden City-Big Lake Road.

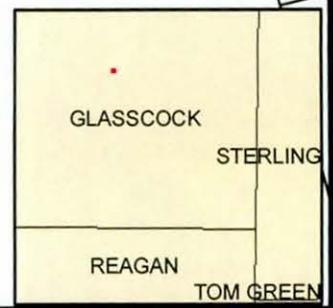
T&P RR CO
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T&P RR CO
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Map showing a
Buffer of St. Hwy 158
8.52 acres
Glasscock County

0 375 750 1,500 Feet



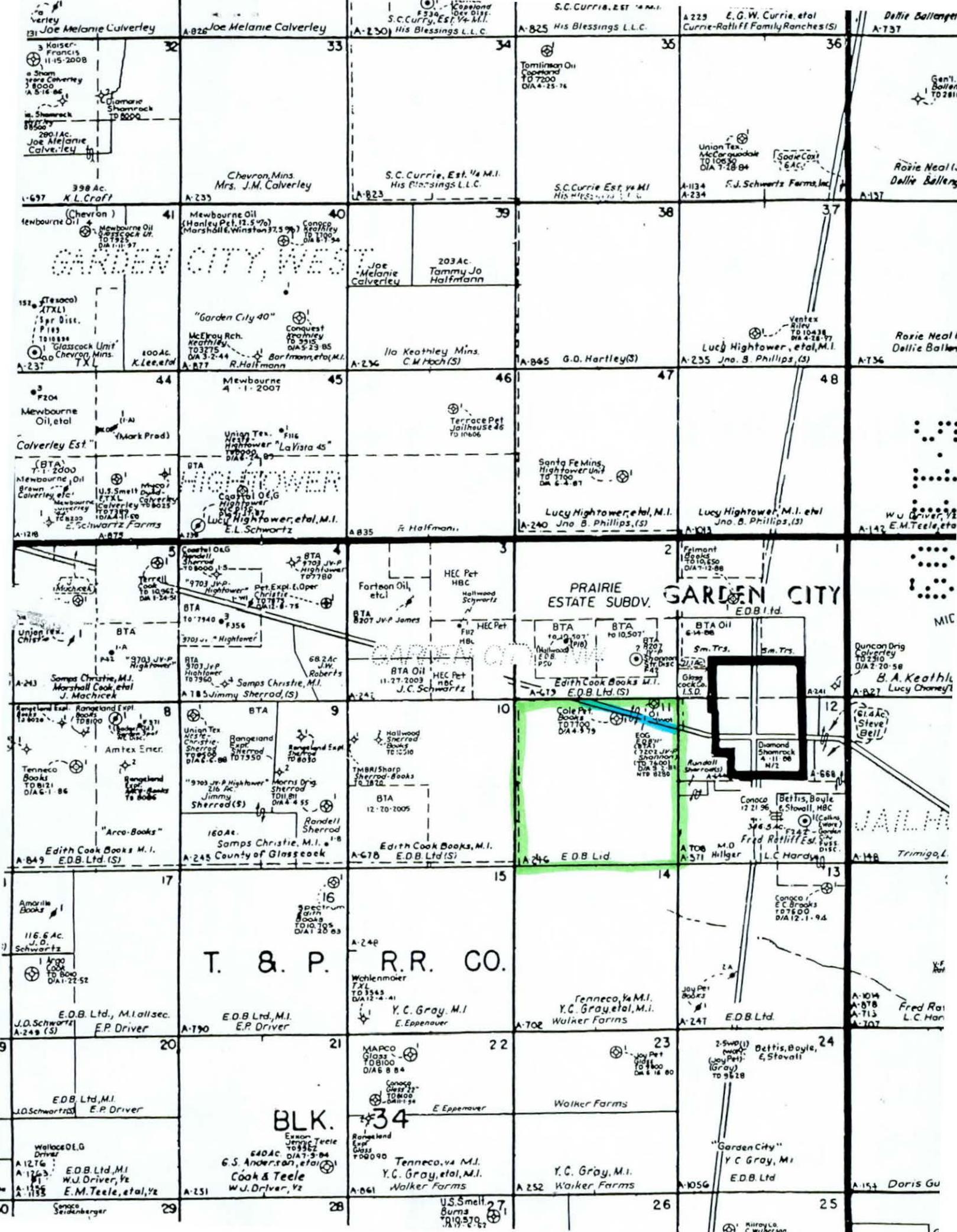
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on the map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Compiled By: Zeke Guillen
July 14, 2009

1.

File No. MF 110193
lease
Date Filed: 5/11/09
Jenny Patterson, Commissioner
By: 



31 Joe Melanie Calverley
32 Joe Melanie Calverley
33 Joe Melanie Calverley
34 His Blessings L.L.C.
35 His Blessings L.L.C.
36 His Blessings L.L.C.

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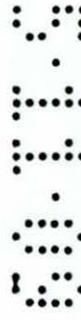
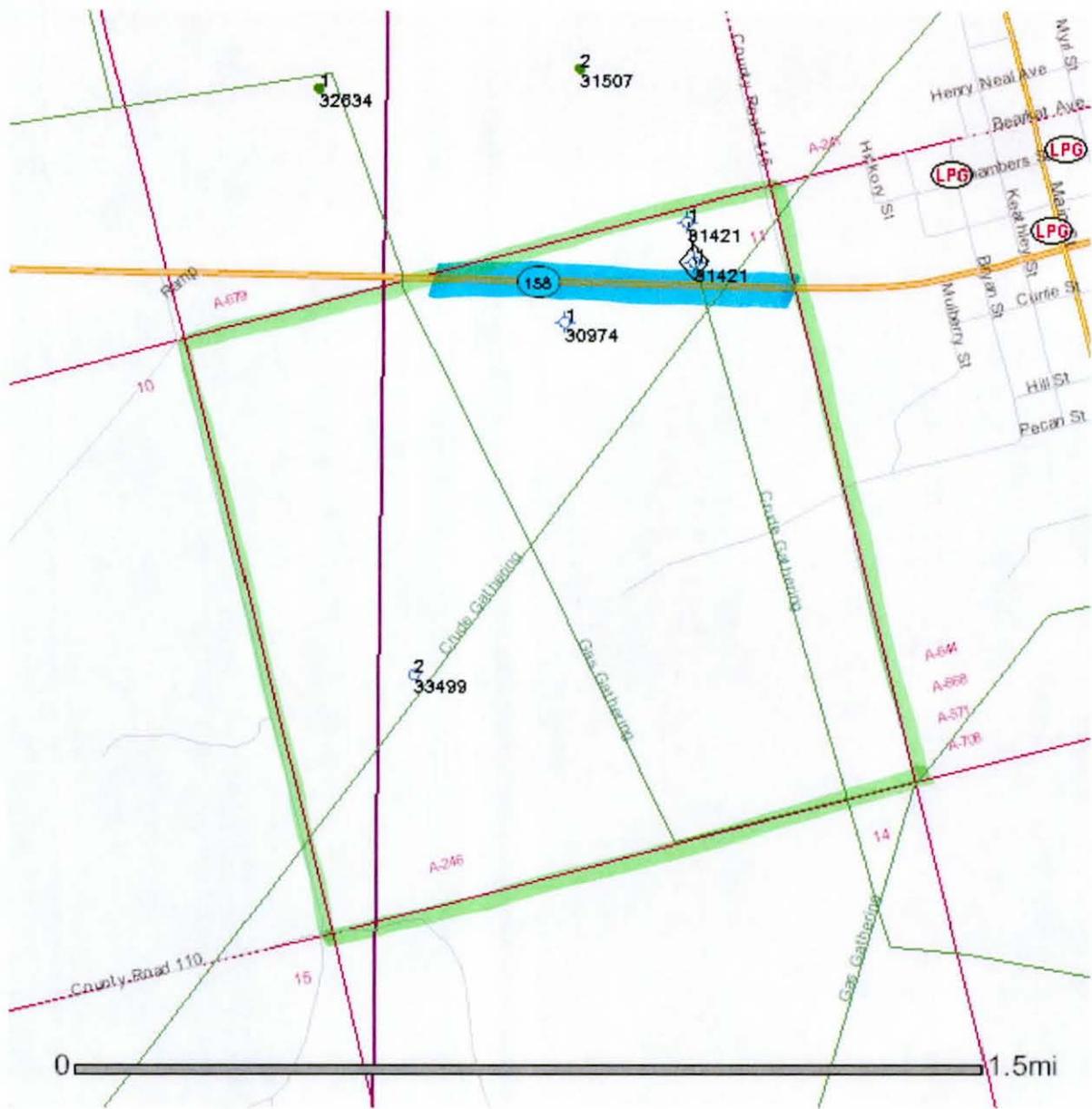
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2.

File No. MF 110193
Stapp
Date Filed: 5/11/09
Jerry Patterson, Commissioner
By [Signature]



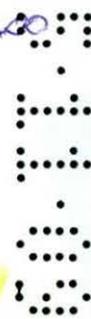
VERITAS 321
ENERGY PARTNERS, LP

May 7, 2009

Drew Reid
Texas General Land Office
1700 N. Congress Ave., Suite 600
Austin, TX 78701

*No Money
m-110193*

*175.00
Y5
1 yr
\$1 in 2500*



RE: Oil, Gas and Mineral Lease
All of Section 11, Block 34, Township 4 South, T & P Ry. Co. Sy., Abstract 246,
Glasscock County, Texas

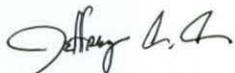
St. Hwy 158

Dear Mr. Reid

The county records of Glasscock County, Texas indicate that the State of Texas obtained a 8.52-acre tract in the above captioned property described in Exhibit "A" hereto by way of Right-Of-Way Deed dated September, 14, 1938, recorded in Volume 47, page 371, Deed Records, from Henry S. Currie and wife, Eva Currie. **Veritas 321 Energy Partners, LP** is presently leasing in this area for **Mariner Energy, Inc.** and desires to lease the State of Texas' interest.

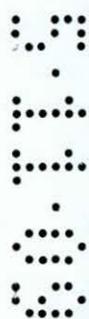
Please find the enclosed required documents from the HROW Check List. Upon your review a timely response would be greatly appreciated. Should you have any questions, please advise.

Best Regards,



Jeff Stout
Consulting Landman
432-682-4002 Ext. 118
jstout@veritas321.com

Enclosures



121
X100.00



VERITAS 321
ENERGY PARTNERS, LP
PO. Box 173
Midland, Texas 79702
432.682.4002



WESTERN NATIONAL BANK
MIDLAND, TX

88-737
1163

09013850

005929

5/7/2009

PAY TO THE ORDER OF Texas General Land Office

\$ **100.00

One Hundred and 00/100*****

DOLLARS

Texas General Land Office
1700 North Congress Ave
Austin, TX 78701

Shelley Ingers
AUTHORIZED SIGNATURE

MEMO

⑈005929⑈



Security features not included. Details on back.

MP

00000000

3.

File No. MF 110193
Letter & fee
 Date Filed: 5/11/09
 By: Jerry Patterson, Commissioner

03801080



AFFIDAVIT OF CONSIDERATION PAID

Before me, the undersigned Notary Public, personally appeared Jeffrey S. Stout, who being first duly sworn on his oath, states:

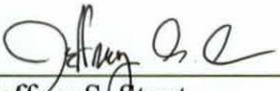
My name is Jeffrey S. Stout, I am over 21 years of age and I am familiar with the following lands (the "Lands") in Glasscock County, Texas and the associated lease.

Section 11, Block 34, Township 4 South, T&P Ry. Co. Survey, Glasscock County, Texas, containing 640 acres, more or less.

Current Lease: From E.D.B., Ltd to MPI Energy Partners, LP made and entered into on March 26, 2007 and recorded in Volume 101, page 50 of the Official Public Records of Glasscock County, Texas.

I know that the bonus payment made for the above described lease was \$175.00 per acre.

Further Affiant saith not.



Jeffrey S. Stout



JURAT

Subscribed and sworn to before me this 7th day of May, 2009.

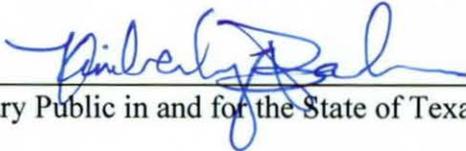
I KIMBERLY BARKER, a notary public of the state of Texas hereby certify that Jeffrey S. Stout appeared before me on the date listed above and executed this document in my presence. I also certify that the aforesaid party did swear and affirm that the contents of this document are true and accurate.

SINGLE ACKNOWLEDGMENT

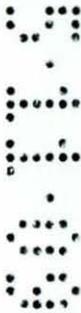
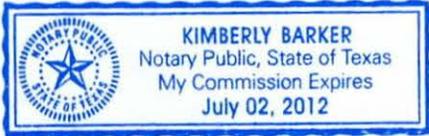
STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me the undersigned authority on this 7th
day of May, 2009 by Jeffrey S. Stout.

My Commission Expires:
7/2/2012



Notary Public in and for the State of Texas

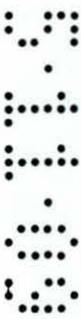




TEXAS GENERAL LAND OFFICE
1700 N. CONGRESS AVE.
AUSTIN, TEXAS 78701-1495

HROW Check List

- #1 Letter of Application and Plat
- #2 Names and Addresses of Adjacent Mineral Owners
- #3 Affidavit of Non-Production Within 2500 Feet *PLEASE SEE ENCLOSURE*
- #4 \$100 Processing Fee
- #5 Written Waiver of Statutory Notice
- #6 Certified Copy/Copies of Adjacent Lease/Leases
- #7 Notarized Affidavit of Consideration Paid *\$175⁰⁰/ACRE*
- #8 Title Opinion**
- Is the Right-of-Way on Relinquishment Act Land



**Note Title Opinion – Just Need Copies of Highway Deeds

For further questions or concerns, please contact:

Drew Reid
Texas General Land Office
1700 N. Congress Ave., Suite 600
Austin, TX 78701
(512) 475-1534
drew.reid@glo.state.tx.us

00113

4.

File No. MF 110193

Affidavit

Date Filed: 5/11/09

Jerry Patterson, Commissioner

By [Signature]

assigns;

And we hereby bind ourselves, our heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hand, this the 14th day of September, A. D. 1938.

Henry S. Currie

Eva Currie

STATE OF TEXAS,)
COUNTY OF GLASSCOCK)

Before me, the undersigned authority in and for said County and State, on this day personally appeared Henry S. Currie, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 14th day of Sept. A. D. 1938.

(SEAL)

O. W. Crouch County Judge,
Glasscock County, Texas.

STATE OF TEXAS,)
COUNTY OF GLASSCOCK)

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

Given under my hand and seal of office, this the 14th day of Sept. A. D. 1938.

(SEAL)

O. W. Crouch, County Judge,
Glasscock County, Texas.

Filed for record Jan. 23rd, 1939 at 2 o'clock P.M.

Recorded Jan. 28th, 1939 at 10:15 o'clock A.M.

D. B. Crenshaw
County Clerk, Glasscock County, Texas.

(FILE # 3484)

STATE HIGHWAY DEPARTMENT OF TEXAS

RIGHT-OF-WAY DEED

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Henry S. Currie and wife, Eva Currie of the County of Glasscock in the State of Texas, for and in consideration of the sum of Two hundred thirteen and No/100 DOLLARS, to us in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain sell and convey unto the State of Texas all that certain tract or parcel of land situated in the County of Glasscock,

State of Texas, and being a part of Section 11, Block 34, Township 4-South, in the T. & P. Ry. Co. Survey, originally granted to the T. & P. Ry. by Patent 187, Vol. 89, Abstract 246 and being a part of a 640 acre tract conveyed by D. E. Waters et al to H. S. Currie by deed dated Aug. 29, 1929 and recorded in Vol. 35, Page 45 of the Deed Records of Glasscock County, Texas, said tract of land being subject to lien or liens held by: NONE

And being more particularly described as a strip of land 120 feet wide measured 60 feet each side of the located center line of State Highway 158 as shown by the right-of-way map of said Highway 158 filed with the County Records of Glasscock County, said center line being located as follows:

BEGINNING at Survey Station 1889 plus 51 on the located center line of Highway 158, a point in the South right-of-way line of the Garden City-Big Lake Road; said point being 2265 feet measured West along said south right-of-way from the Northwest corner of the said Section 11;

THENCE S. 89° 16' E. 3093 feet to Survey Station 1920 plus 44, a point in the east boundary line of Sec. 11, said point being 818 feet measured south along said east boundary line from the S. right-of-way fence of the Garden City-Big Lake Road.

The tract herein conveyed contains 8.52 acres.

It is understood that the tract of land herein conveyed, together with other tracts, is for the purpose of providing an unobstructed right-of-way 120 feet wide for State Highway No. 158.

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

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

And we hereby bind ourselves, our heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this the 14th day of September, A. D. 1938.

Henry S. Currie
Eva Currie

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

Before me the undersigned authority, in and for said county and State, on this day personally appeared Henry S. Currie, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 14th day of Sept. A. D. 1938.

(SEAL) O. W. Crouch, County Judge.
Glasscock County, Texas.

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

Before me, the undersigned authority in and for said county and State, on this day personally appeared Eva Currie, ^{wife of Henry S. Currie} known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Eva Currie acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 14th day of Sept. A. D. 1938.

(SEAL) O. W. Crouch, County Judge,
Glasscock County, Texas.

Filed for record Jan. 23rd, 1939 at 2 o'clock P.M.
Recorded Jan. 28th, 1939 at 10:45 o'clock A.M.

J.B. Calverley
County Clerk, Glasscock County, Texas.

(FILE # 3485)

STATE HIGHWAY DEPARTMENT OF TEXAS
RIGHT-OF-WAY DEED

STATE OF TEXAS)
COUNTY OF GLASSCOCK) KNOW ALL MEN BY THESE PRESENTS:

THAT I, Zora Christie a widow of the County of Glasscock in the State of Texas, for and in consideration of the sum of Eight hundred seventy eight and 30/100 DOLLARS, to me in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas all that certain tract or parcel of land situated in the County of Glasscock, State of Texas, and being a part of Section 4, Block 34, Township 4-South, in the T. & P. Ry. Co. Survey, originally granted to Stephen Calverley by Patent & Volume (not recorded), Abstract 785, and being a part of a 640-acre tract conveyed by J. H. Christie to Zora Christie by deed dated May 7th, 1936 and recorded in Vol. 45, Page 547, of the Deed Records of Glasscock County, Texas; said tract of land being subject to lien or liens held by NONE and being more particularly described as a strip of land 120 feet wide measured 60 feet each side of the located center line of State Highway No. 158 as shown on the right-of-way map of said Highway filed with the County Records of Glasscock County; said center line being located as follows;

BEGINNING at Survey Station 1756 / 36 on the located center line of the said Highway No. 158, a point in the West boundary line of the said Sec. 4; said point being 1628 feet measured south along said boundary line from the N. W. Corner of Sec. 4;

THENCE S. 89° 16' E. 5493 feet to Survey Station 1811 plus 29, a point in the East boundary line of Sec. 4, said point being 2139 feet measured North along said boundary line from the Southeast corner of the said Sec. 4.

The tract of land herein conveyed contains 15.13 acres.

It is understood that the tract of land herein conveyed, together with other tracts, is for the purpose of providing an unobstructed right-of-way 120 feet wide for State Highway No. 158.

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

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

And I hereby bind myself, heirs, executors and administrators to forever warrant and defend the rights and title to said premises unto the said State of Texas against every person whosoever lawfully claiming or to claim the same or any part thereof,

Witness my hand, this the 19 day of September, A. D. 1938.
Zora Christie

STATE OF TEXAS,)
COUNTY OF GLASSCOCK)

Before me, the undersigned authority in and for said county and State, on this day personally appeared Mrs. Zora Christie, a widow, known to me to be the person whose name is

0011

5.

File No. MF 110193

Deed

Date Filed: 5/11/09

Jerry Patterson, Commissioner

By [Signature]

Standard 88 RFL

PAID-UP

#561

OIL AND GAS LEASE

This Agreement made and entered into this 26th day of March, 2007, by between E.D.B., Ltd., a Texas Limited Partnership, whose General Partner is Brenda Cook Nix, P.O. Box 1541, Athens, Texas 75751, herein called Lessor, and MPI Energy Partners, LP, 110 W. Louisiana, Suite 405, Midland, TX 79701, herein called Lessee. WITNESSETH:

1. Lessor for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting, including seismic operations, drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil, building roads, constructing power lines, and building structures thereon to produce, save, take care of, treat and transport said products, the following lands situated in Glasscock County, Texas, to-wit:

See Exhibit "A" attached hereto,

considered for all purposes of this lease as containing 4,533.6961 acres, whether there be more or less.

2. Subject to the other provisions herein contained, this lease shall be for a primary term of two (2) years ending on March 26, 2009, (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land under the provisions hereof.

3. When production of oil and/or gas is secured, Lessee agrees to pay or deliver to Lessor during the term hereof:

(a) As a royalty on oil, which is defined as including all hydrocarbons produced in liquid form at the mouth of the well and all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas by separator as required below, twenty percent (20%) of that produced and saved, the same to be delivered at the well or to the credit of Lessor into the pipe line to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession paying therefor 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 the gross proceeds of the sale thereof, whichever is greater.

(b) As a royalty on any gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of twenty percent (20%) of the gas so sold or used. Lessee agrees that before any gas produced is sold or used off said land, it will be run, free of cost to Lessor, through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered.

(c) Anything in subparagraphs (a) and (b) above to the contrary notwithstanding, Lessor may at any time, or from time to time, upon not less than sixty (60) days written notice to Lessee, require that payment of any royalties provided for herein be made in kind. All equipment and facilities necessary to separately gather, measure, transport, and dispose of the royalty share of gas shall be constructed, installed, and maintained at the sole risk, cost, and expense of Lessor. At such time or times as Lessor is not taking royalty gas in kind, the market value of gas sold at the wells by Lessee shall be conclusively presumed to be the price realized by Lessee for the same thereof.

(d) Any other provision herein contained to the contrary notwithstanding, the payment of royalties shall be the individual obligation of Lessee and all royalties shall be paid commencing one hundred twenty (120) days after the last day of the month in which the initial sale of oil or gas produced from the above described land occurs, on oil on or before sixty (60) days after the last day of each month during which oil is produced and on gas on or before sixty (60) days after the last day of each month during which gas is produced. If Lessee fails to pay any royalty as herein provided, such payments shall be deemed delinquent and shall bear interest from the date such payment became delinquent until paid, at a rate equal to the highest lawful rate permitted by the laws of the State of Texas, on the unpaid balance until paid, with such interest to be calculated daily. If the payment of royalties becomes delinquent, Lessor may, without other notice than this paragraph file suit for all such unpaid sums and all court costs and attorneys' fees.

(e) Lessee shall furnish Lessor, in writing, within sixty (60) days of the initial sale by Lessor of any oil or gas under the terms of this lease with (1) the name and address of the purchaser thereof, (2) the lease number, division order number, or such other information as may be necessary to identify the lease premises on the records of the purchaser, and (3) the date that such sales commence; thereafter Lessee shall furnish Lessor in writing within sixty (60) days of any change in (1) the name and/or address of the purchaser(s), (2) the lease numbers, division order numbers, or any other information necessary to identify the lease premises on the records of the purchaser and (3) the date any new purchaser commences purchasing.

4. Lessee agrees that all royalties accruing under the lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

5. If at the end of the primary term or any time thereafter this lease is not otherwise being maintained in force, it shall nevertheless remain in force as long as Lessee engages in drilling, reworking or any other operations reasonably calculated to obtain or restore production on the leased premises or lands pooled therewith without an interruption of more than ninety (90) consecutive days, and, if such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities.

6. After the time that the above described land has been drilled to a density necessary to entitle each well producing oil and/or gas in paying quantities, to the maximum production allowable, under the rules and regulations of governmental authority having jurisdiction, but not prior thereto, Lessee is hereby granted the right to pool or unitize all of the land covered by this lease that is not allocated to a producing well, but not a part thereof, with any other land, lease, leases, mineral estates or parts thereof for the production of oil or gas. Units pooled for oil hereunder shall not exceed eighty (80) acres plus a tolerance of ten percent (10%), and units pooled for gas hereunder shall not exceed six hundred forty (640) acres plus a tolerance of ten percent (10%). Lessee shall file written unit designations in the county in which the premises are located and furnish a copy thereof to Lessor. Such units may be designated either before or after the completion of well. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of its acreage placed in the unit or its royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

7. Lessee shall have free use of oil and gas from said land for all operations hereunder and the royalties shall be computed after deducting any so used. No potable water may be used for drilling operations, repressuring, or secondary recovery operations without Lessor's prior written consent. Lessee shall have the right at any time until one hundred eighty (180) days after the expiration or termination of this lease to remove all personal property and equipment placed by Lessee on said premises, including the right to draw and remove all casing. Any such personal property, equipment or casing remaining on said premises after the expiration of said one hundred eighty (180)-day period shall be conclusively presumed to have been abandoned by Lessee, and shall become the property of Lessor.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder. Any assignment of this lease, in whole or in part, shall be recorded in each county in which the leased premises is located and a certified copy of such recorded assignment shall be sent to Lessor within thirty (30) days from the date of such assignment, notwithstanding any actual or constructive knowledge or notice of such assignment, of or to Lessor, Lessor's successors or assigns, Lessee shall remain obligated under this lease as though such assignment had never been made until such certified copy is so delivered to Lessor.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning; laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land against those claiming by, through or under it, but not otherwise, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of such failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and surface damages, if any, to be paid Lessor shall be reduced proportionately.

11. 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 produced for lack of a suitable market and this lease is not being maintained in force and effect under the other terms and provisions hereof, Lessee may pay as royalty a sum of money equal to ONE DOLLAR (\$1.00) per net mineral acre then subject to this lease, such payment shall be made to Lessor or tendered to her credit in the FIRST STATE BANK, ATHENS, TEXAS, prior to the expiration of the primary term of this lease or, if the primary term has expired prior to the shutting in of said well, within sixty (60) days after Lessee shuts in said well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be maintained in force under its other provisions; and if such payment is made, this lease shall be considered to be a producing lease and such payment shall extend the term of this lease for a period of one (1) year from the date such payment or tender is made, and it will be considered under all provisions of this lease that gas is being produced from the leased premises during the annual period for which such royalty is paid or tendered as authorized above.

12. At the end of the primary term this lease shall terminate as to all of the above described land, except as to each proration unit allocated for production allowable purposes under the rules and regulations of the Railroad Commission of the State of Texas, or other governmental authority having jurisdiction to each well producing oil and/or gas in commercial quantities, and as to each such proration unit, as to all depths 100 feet (100') below the stratigraphic equivalent of the base of the deepest producing formation on each such proration unit unless Lessee commences the actual drilling of an additional well within ninety (90) days of the first to occur of (i) the expiration of the primary term, or, (ii) the date that any well actually being drilled at the expiration of the primary term is completed, and thereafter Lessee shall continuously develop the above described land with no more than ninety (90) days elapsing between the date one well is completed and the date the actual drilling of the next succeeding well commences, until said land has been drilled to the density necessary to obtain the maximum production allowable per well under the rules and regulations of the Railroad Commission of Texas, or other governmental authority having jurisdiction; upon the cessation of such continuous development, this lease shall terminate except as to each proration unit allocated as aforesaid, to each proration unit upon which a well is producing oil and/or gas in commercial quantities, and as to each such proration unit as to all depths 100 feet (100') below the stratigraphic equivalent of the base of the deepest producing formation on each such proration unit. A well shall be deemed to have been completed on the first to occur of (i) the date the completion report required by the Railroad Commission of the State of Texas or other governmental authority having jurisdiction is filed, or, (ii) thirty days after the drilling rig that drilled the relevant well is released.

13. Lessee shall adequately protect the oil and gas under the above described land from drainage from adjacent lands, and shall drill as many regularly spaced wells as the facts may justify and to the depths necessary for effective protection against undue drainage by wells on adjacent lands. The term "adjacent lands" includes lands which have a common corner or corners with the above described land.

14. When operations are conducted on surface lands owned by Lessor or Lessor's daughters, then:

- (a) When requested by Lessor, Lessee shall bury its pipe lines below deep plow depth.
- (b) No well or wells shall be drilled nearer than 400 feet to any house or barn now on the above described land, without the written permission of Lessor.
- (c) Lessee shall promptly pay Lessor for damages caused by its operations to all personal property, improvements, livestock, and growing crops on said land. Lessee shall promptly bury or dispose of off the premises any livestock killed by Lessee's operators. In addition, prior to commencing any of the operations hereafter provided for (except grass damage), Lessee shall pay to Lessor at the address specified above or any agent designated in writing by Lessor at said address or at such other address as Lessor may specify in writing, damages as follows:

Each well location (200' x 300')	\$5,000.00 per location
Each tank battery when not on the well location	\$2,500.00
Road (not to exceed 30' in width)	\$6.00 per rod
Power Line	\$6.00 per rod
Buried permanent pipe lines (one ditch)	\$6.00 per rod
All temporary lines laid which are are not on road rights-of-way in connection with drilling and production operations (not to be used for more than 1 year)	\$6.00 per rod

Geophysical operations	\$1,500.00 per linear mile of area covered for vibrator lines and \$600.00 per linear mile for area covered for receiver lines
Grass damage from leaks or otherwise	\$800.00 per acre damaged (reduced proportionately if less than one acre)
All permanent pipe lines which are not buried shall be laid parallel to and within 20' of lease roads	\$6.00 per rod

Payment for grass damages shall be made promptly after the damage occurs.

(d) Lessee shall consult with Lessor relative to proposed roads to drill sites and other facilities, and all road locations must be approved by Lessor; however, such approval shall not be unnecessarily withheld.

(e) All openings in fences shall be made by using "H" braces, constructed of pipe at least 4" in diameter on both sides of the opening, and shall be secured by using a "dead man".

(f) All cattle guards shall be built at least 15 inches above the ground, and all cattle guards in boundary fences shall contain a gate capable of restraining livestock and shall be kept locked at Lessor's request. The cattle guards shall be maintained in good operating condition for so long as Lessee continues to use them for access to the premises.

(g) While Lessee is conducting operations hereunder, all areas of operations will be kept free of trash and all other debris. All areas around wellheads, ditches, roads, tank battery sites, cattle guard, and all other areas used by Lessee shall be kept reasonably free from tumbleweeds, cockle burrs, and other noxious weeds. Within a reasonable time after operations are completed, the area will be finally cleaned and earthen pits and construction will be removed to the end that all objects and structures foreign to the natural condition of the land will be removed and eliminated and the surface restored to its condition prior to Lessee's operations insofar as is reasonably practical. On the final termination of this lease, and upon request by Lessor, Lessee shall, at Lessee's cost and expense, remove all roads, pads, and generally restore the lands to as near its condition prior to Lessee's operations so far as is reasonably practical and economically feasible.

(h) Lessee will take any necessary action to protect all fresh water bearing zones, and upon abandonment of any well, Lessee shall plug the same in compliance with applicable laws, rules and regulations of any governmental authority having jurisdiction. At no time shall saltwater, radioactive, hazardous, or poisonous wastes or muds or other deleterious substances be stored or disposed of on the above described land.

(i) No firearms, dogs or fishing shall be permitted on the above described land.

(j) Mud pits shall be kept fenced to keep cattle from entering, and shall be filled and leveled within one hundred eighty (180) days, from completion of well. No toxic or hazardous substance shall be disposed of in any mud pit. All permanent pits around wellheads for tank batteries shall be fenced and maintained in a manner which shall prevent livestock from entering.

(k) Lessee agrees that no collecting facilities other than tank batteries and the necessary flow lines shall be erected on the leased premises, and no refining process or equipment or processing plant of any kind, shall be erected thereon, and no housing structures or warehouse facilities or pipe yards or equipment yards shall be erected on the leased premises, it being the intention that only the necessary production, gathering, disposing and delivery facilities shall be erected on the leased premises without written agreement by Lessor herein.

15. Lessee shall notify Lessor in writing at Lessor's address above prior to the commencement of operations for the drilling of any oil or gas well on the leased premises or prior to conducting any form of geological or geophysical tests on said land. Lessee shall mail to Lessor a copy of all forms filed with the Texas Railroad Commission in connection with the drilling, completing, recompleting, plugging and abandoning of each oil and/or gas well drilled pursuant to the terms of this lease.

16. Notwithstanding anything contained in this lease to the contrary, it is agreed that Tract 1 of said land and Tract 2 of said land shall be deemed for all purposes (except as hereinafter otherwise provided in this paragraph) to be covered by separate oil and gas leases as if a separate lease form had been executed as to each of said tracts containing the identical provisions contained in this lease; provided, however, that notwithstanding the foregoing, with respect to the Continuous Drilling Program described in Paragraph 12. hereof, the two separate leases shall be deemed to be covered by one continuous drilling program to the end that a well drilled in accordance with said Continuous Drilling Program and located on the separate lease covering Tract 1 of said land or the separate lease covering Tract 2 of said land shall perpetuate both leases beyond their respective primary terms until such time as the Continuous Drilling Program has ceased and terminated, at which time the termination and reversion provisions contained in Paragraph 12. hereof shall apply separately to each lease. In this regard, Lessor and Lessee do hereby specifically understand and agree that as long as the Continuous Drilling Program described in Paragraph 12. hereof is in effect, then this lease shall continue in effect as to all of said land, regardless of the location of wells drilled thereon.

17. In executing this lease, the undersigned Lessor acknowledges that if it is determined that one or more parties should own a non-executive interest in less than all of the lands covered by this lease, it is not the intent of the Lessor hereunder in executing the same lease to communitize or pool the respective mineral interests. In the event of production, a given owner shall be entitled to receive proceeds of production only from the land in which the owner owns an interest and on which a producing well is located or from lands in which said owner owns an interest and which lands were pooled with other lands as authorized in Paragraph 6. above. The Lessor hereunder does not and has not by executing this lease communitized respective mineral interests.

18. This lease shall be binding upon and inure to the benefit of, Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.

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

E.D.B., LTD., a Texas Limited Partnership

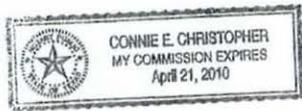
By: Brenda Cook Nix, General Partner
Brenda Cook Nix, General Partner

MPI Energy Partners, LP

By: Michael J. Grella
Michael J. Grella - General Partner - Manager

STATE OF TEXAS §
COUNTY OF HENDERSON §

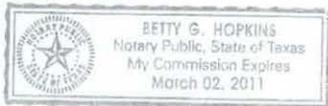
This instrument was acknowledged before me on the 29th day of March, 2007, by Brenda Cook Nix, as General Partner of E.D.B., Ltd., a Texas Limited Partnership, on behalf of said partnership.



Connie E. Christopher
Notary Public, State of Texas
My Commission Expires: 4-21-10

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 2nd day of April, 2007, by Michael J. Grella as General Partner of MPI Energy Partners, LP, on behalf of said limited partnership. BEH Manager



Betty G. Hopkins
Notary Public, State of Texas
My Commission Expires: 3-2-2011



EXHIBIT "A"

Attached to and made a part of the Oil and Gas Lease dated March 26, 2007, between EDB, Ltd., as Lessor, and MPI Energy Partners, LP, as Lessee, covering the following described lands in Glasscock County, Texas:

TRACT 1

A. BLOCK 34, T-4-S, T&P RR. CO. SURVEY:

1. All of Section 1, SAVE AND EXCEPT:
 - a. Lots 2, 3, and 10, Block 12; Lots 9, 10, 11, and 12, Block 25; Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 31; and Lots 1, 2, and 3, Block 40, Calverley Heights Addition to the Town of Garden City, Glasscock County, Texas, comprising 2.782 acres, more or less;
 - b. Blocks 1, 2, 13, 14, 15, 16, 27, 28, 29, 30, 41, and 42, Calverley Heights Addition to the Town of Garden City, Glasscock County, Texas, comprising 39.3059 acres, more or less;
 - c. A 19.216 acre tract of land more fully described by metes and bounds in that certain Quitclaim Deed, dated January 30, 1979, from Stephen Calverley, Jr., Trustee, *et al.*, to Glasscock County ISD, recorded in Volume 170, Page 150, of the Deed Records of Glasscock County, Texas; AND,
 - d. A 5 acre tract of land more fully described by metes and bounds in that certain Warranty Deed, dated July 5, 1909 from A. J. Mayer and W. H. Summers, Trustees, to G. L. Bogard, County Judge, recorded in Volume 8, page 260, of the Deed Records of Glasscock County, Texas.
2. The N/2 and SW/4 of Section 2.
3. The S/2 of Section 6.
4. All of Section 11.
5. All of Section 13, SAVE AND EXCEPT a 40 acre tract in the NE corner of Section 13 more fully described by metes and bounds in a Pooling Agreement, dated June 1, 1995, between Holly Petroleum *et al.* and Osado Properties, recorded in Volume 321, page 308, of the Deed Records of Glasscock County, Texas.

B. BLOCK 33, T-5-S, T&P RR. CO. SURVEY:

All of Section 19.

C. BLOCK 34, T-5-S, T&P RR. CO. SURVEY:

All of Section 24.

TRACT 2

BLOCK 34, T-4-S, T&P RR. CO. SURVEY:

All of Section 17.

FILED
 AT 10:22 O'CLOCK A.M.
 ON THE 5 DAY OF April
 A.D., 2007
 INS. NO. 561

Rebecca Barla
 COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Angie Nellis* DEPUTY

STATE OF TEXAS
 COUNTY OF GLASSCOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Barla
 County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 101 PAGE 50
 RECORDED April 5, 2007

00113

6.

File No. MF110193
Lease
Date Filed: 5/11/09
Jeff Patterson, Commissioner
By [Signature]



ASSIGNMENT OF OIL AND GAS LEASES

This Assignment of Oil and Gas Leases (this "Assignment") is by and between **ELEMENT PETROLEUM LP**, whose address is 110 W. Louisiana Ave., Suite 405, Midland, TX 79702-0050, as "Assignor", and **MARINER ENERGY, INC.**, whose address is 2000 W. Sam Houston Parkway South, Suite 2000, Houston, Texas 77042, as "Assignee".

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, and subject to the terms and conditions hereinafter contained, Assignor does hereby transfer and assign unto Assignee an undivided Fifty Percent (50%) of its right, title and interest in and to those certain oil and gas leases more fully described in Exhibit "A" attached hereto and made a part hereof, covering lands in Glasscock County, Texas (the "Leases").

To have and to hold the same unto Assignee, Assignee's successors and assigns forever, subject to the applicable terms and provisions of said Leases, which Assignee hereby assumes as to the interest herein assigned for periods from and after the date of this Assignment, and further subject to the following:

1. The interests assigned herein are subject to that certain Participation Agreement dated April 3, 2009, between Assignor and Assignee, and that certain Operating Agreement dated as of March 1, 2009, between Assignor and Assignee.
2. This Assignment is made without warranty of title, express or implied, except that Assignor warrants title by, through and under Assignor, but not otherwise, and, to the extent permitted by law, Assignee shall be subrogated to the rights of Assignor in and to any representations, warranties and covenants given by third parties with respect to the interests assigned herein.

This Assignment may be executed in multiple separate counterparts by Assignor and Assignee, each of which is an original and all of which are identical and shall together constitute but one and the same Assignment. The text of this Assignment and the execution pages signed by each of the Assignor and Assignee may be reassembled and collated into one instrument for recording purposes.

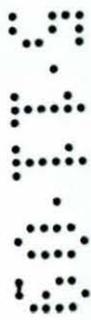
IN WITNESS WHEREOF, this Assignment is executed on April 3, 2009.

ASSIGNOR:

ELEMENT PETROLEUM LP

By: Element Petroleum G.P. LLC, as General Partner

By: 
 Name: Daniel R. Revers
 Title: President



ASSIGNEE:

MARINER ENERGY, INC.

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

~~STATE OF TEXAS~~
COUNTY OF SUFFOLK

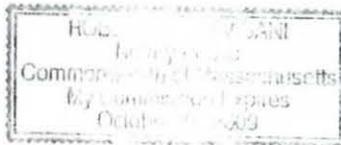
This instrument was acknowledged before me on the 3rd day of April, 2009, by Daniel R. Revers, as President of Element Petroleum GP, LLC, a LLC formed under the laws of the State of Delaware, as General Partner of Element Petroleum LP, a limited partnership formed under the laws of the State of Texas, on behalf of said limited partnership.

Seal

[Handwritten Signature]

Notary Public, ~~State of Texas~~

Commonwealth of
Massachusetts

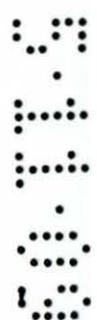


STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of April, 2009, by _____, as _____ of Mariner Energy, Inc., a Delaware corporation, on behalf of said corporation.

Seal

Notary Public, State of Texas



ASSIGNEE:

MARINER ENERGY, INC.

By: [Signature]
Name: Judd Hanson *MSR TMS*
Title: SR VP of shelf & onshore
4/3/09

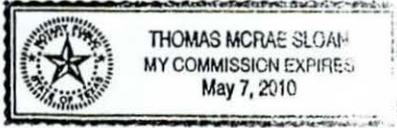
STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of April, 2009, by Daniel R. Revers, as President of Element Petroleum, LLC, a limited liability company formed under the laws of the State of _____, as General Partner of Element Petroleum LP, a limited partnership formed under the laws of the State of _____, on behalf of said limited partnership.

Seal _____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 3rd day of April, 2009, by Judd Hanson, as sr vp of shelf & onshore of Mariner Energy, Inc., a Delaware corporation, on behalf of said corporation.

Seal  _____
Notary Public, State of Texas

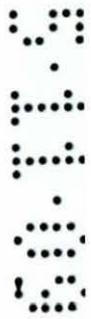
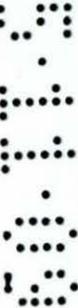
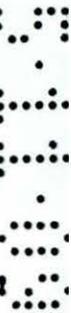


Exhibit "A"
 To Assignment of Oil and Gas Leases
 Between Element Petroleum LP and Mariner Energy, Inc.

DATE	GRANTOR	COUNTY	RECORDED VOL. /PAGE
3/26/2007	E.D.B., Ltd.	Glasscock Co., TX	✓ 101/050* ALL ^{Part of sections} 2, 6, 11, 13
02/07/2008	Aghom Energy, Inc.	Glasscock Co., TX	✓ 114/714 NW 4-8
01/11/2008	Agua Negra Partnership, Ltd	Glasscock Co., TX	✓ 114/223 NW 4-8
01/30/2008	Constantineau, Linda	Glasscock Co., TX	✓ 114/578 NW 4-8
01/29/2008	Cove Petroleum Corp.	Glasscock Co., TX	✓ 117/444 NW 4-8
01/11/2008	Essex, David	Glasscock Co., TX	114/226 NW 4-8
02/27/2007	Reaugh, O.H.	Glasscock Co., TX	✓ 117/728 NW 4-8
02/19/2008	Texas Camarilla, Inc.	Glasscock Co., TX	✓ 129/443 NW 4-8
02/01/2008	Whitaker, Doyle G.	Glasscock Co., TX	✓ 114/717 NW 4-8
03/03/2008	Yosemite Creek Oil & Gas, LLC	Glasscock Co., TX	✓ 115/289 NW 4-8
02/13/2008	Allar Company, The	Glasscock Co., TX	✓ 114/726 SW 4-8
02/13/2008	Allar Company, The	Glasscock Co., TX	✓ 114/720 E-10
02/01/2008	E.D.B., Ltd.	Glasscock Co., TX	114/621-w2sec8 ✓ 114/616-sec.21 ✓ 114/611-sec.20 ✓ 114/606-sec.16 ✓ 114/601-sec.18 ✓ 114/581-sec.24 ✓
05/15/2008	E.D.B., Ltd.	Glasscock Co., TX	✓ 104/374-sec.10 ✓
07/03/2007	DeFord, Marion Wier	Glasscock Co., TX	105/361 ✓ SECTION 22
07/17/2007	Walker Farms LTD	Glasscock Co., TX	106/309 SECTION 23
04/20/2007	C.S. Hunter Marital Trust	Glasscock Co., TX	103/561 SECTION 16



02/01/2008	BP America (Non-Executive MI)	Glasscock Co., TX	
07/27/2007	Grimes, Sarah Lew	Glasscock Co., TX	107/532 SECTION 16
05/15/2007	Holmes Trust	Glasscock Co., TX	107/315 SECTION 16
04/23/2007	Hunter Oil	Glasscock Co., TX	103/241 SECTION 14
05/17/2007	Matthews-Link Properties, LTD.	Glasscock Co., TX	104/788 SECTION 14
05/08/2007	Moberly, Betty Jo	Glasscock Co., TX	103/555 SECTION 14
05/04/2007	Russell, James D.	Glasscock Co., TX	125/193 SECTION 16
05/02/2007	Two States Oil Company	Glasscock Co., TX	103/570 SECTION 14
04/24/2007	Vertrees, Charles D. Jr.	Glasscock Co., TX	104/324 SECTION 14
02/13/2008	Allar Company, The	Glasscock Co., TX	114/723 SECTION 2)
09/11/2007	Broken Arrow Trust	Glasscock Co., TX	110/375 SECTION 2)
07/11/2007	Byrd, Mary Elizabeth Mead	Glasscock Co., TX	107/527 SECTION 2)
06/20/2007	Keathley Jr., Basil W.	Glasscock Co., TX	1060/146 (Howard County) 129/445 SECTION 2) (Glasscock County)
06/21/2007	Moore, Wanda W.	Glasscock Co., TX	105/368 SECTION 2)
09/11/2007	Pevehouse, Inc.	Glasscock Co., TX	107/524 SECTION 2)
09/11/2007	Primitive Petroleum	Glasscock Co., TX	110/377 SECTION 2)
05/08/2007	Riley, Glenn Joe, and Riley Estate, Rufus Glenn	Glasscock Co., TX	104/328 SECTION 2)
09/11/2007	Triple H. Resources Inc.	Glasscock Co., TX	107/518 SECTION 2)
06/20/2007	Vogel, A.J.	Glasscock Co., TX	105/364 SECTION 2)
09/11/2007	Watson, Janice L.	Glasscock Co., TX	107/521 SECTION 2)
06/21/2007	Wilkerson, Marion B.	Glasscock Co., TX	110/337 SECTION 2)
07/27/2007	Davis, Carolyn Yvonne	Glasscock Co., TX	106/306 SECTION 22
05/22/2007	Galbraith, Helen T.	Glasscock Co., TX	104/786-Sec.24 SECTION 24



08/17/2007	Galbraith, Helen T.	Glasscock Co., TX	110/373-Sec.27
05/22/2007	Gray, Patrick C.	Glasscock Co., TX	104/792-Sec.24
05/31/2007	Voegele, Shirley Wahlenmaier	Glasscock Co., TX	104/790 SECTION 24
05/31/2007	Wahlenmaier, Leone trust	Glasscock Co., TX	1060/143 (Howard County) 129/449 SECTION 24 (Glasscock County)
07/25/2007	Robertson, Stacia Kay	Glasscock Co., TX	107/107 SECTION 25
08/25/2007	Cubine, Kathleen Ann Gatts	Glasscock Co., TX	104/322-Sec.24
05/22/2007	Cubine, Kathleen Ann Gatts	Glasscock Co., TX	107/530-Sec.27
08/17/2007	Gray, Patrick	Glasscock Co., TX	110/371 125/721-Sec.27 Correction
08/02/2007	Fitzgerald, Gerald, and Fitzgerald Restated Trust	Glasscock Co., TX	107/104 5 th SECTION 27

* Less and except Sec. 19, Block 33, T-5-S, T&P RR Co. Survey, and Sec. 24, Block 34, T-5-S, T&P RR Co. Survey



00.11.7

7.

File No MF 110193

Assignment

Date Filed: 5/11/09

Jerry Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 22, 2009

Mr. Jeff Stout
Agent for Mariner Energy, Inc.
PO Box 173
Midland, TX 79702

Dear Mr. Stout,

Re: State of Texas HROW Lease # MF 110193

Enclosed you will find an original executed Highway Right-of-Way Leases in Glasscock County.

Please refer to this lease number with all future correspondence concerning this lease. Proof read your lease before filing of record.

Please have your client review Section 4c regarding pooling, and ensure the GLO receives a copy unit designation on this lease.

If you have any questions please feel free to contact my direct phone number, or email listed below, or You may contact Drew Reid at his direct number (512) 475-1534

Best regards,

A handwritten signature in blue ink that reads "Beverly Boyd".

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

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

8.

File No. MF 110193
JHO Keller
Date Filed: 7/22/09
Jerry Patterson, Commissioner
By: 

State of Texas

8/5/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/25/2009	Bill	Bonus Consideration	1,060.78	1,060.78		1,060.78
				Check Amount		1,060.78

09017943

121

~~X~~ 1,060.78



August 5, 2009

Drew Reid
Texas General Land Office
1700 N Congress Ave., Suite 600
Austin, TX 78701

**RE: SECTION 11, BLOCK 34, T-4-S, T&P RY CO. SURVEY, GLASSCOCK COUNTY, TX
SECTION 2, BLOCK 34, T-4-S, T&P RY CO. SURVEY, GLASSCOCK COUNTY, TX**

Dear Mr. Reid,

Please find the enclosed checks for lease bonuses and sales fee for leasing Texas State Right-of-Way (State Highway 158).

Mineral File # 110193: \$1491.00 + \$22.37= \$1513.37

Mineral File # 110215: \$1045.10 + \$15.68= \$1060.78

Please let me know if you have any questions or need anything further.

Sincerely,

Jeffrey S. Stout
Consulting Landman
432-682-4002 Ext. 118
jstout@veritas321.com

9.

File No. MF 110193

Letter + Bonus

Date Filed: 8/7/09

Jerry Patterson, Commissioner

By [Signature]

SAPT0080
SAPT0080

SAPT0080





7 8 10
VERITAS 321
ENERGY PARTNERS, LP

July 7, 2010

Mr. Drew Reid
The State of Texas
General Land Office
1700 N. Congress Ave.
Room 600
Austin, TX 78701

Re: Oil and Gas Lease No. 110193
8.52 acres out of Section 11, Block 34, T4S, T&P RR Co. Sy.
Glasscock County, Texas

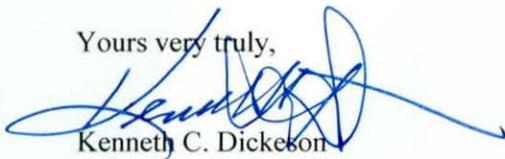
Oil and Gas Lease No. 110215
5.972 acres out of Section 2, Block 34, T4S, T&P RR Co. Sy.
Glasscock County, Texas

Dear Mr. Reid:

Pursuant to our recent telephone conversation in connection with the captioned State of Texas Oil and Gas Leases, attached hereto is a certified copy of the recorded Affidavit of Fact pertaining to the change in the primary term of the leases from one (1) year to three (3) years from July 14, 2009. Please acknowledge your acceptance of this amendment by signing in the space provided below and returning one copy of this letter to the undersigned.

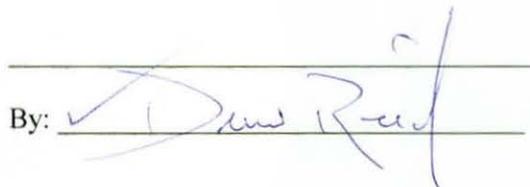
Thank you for your cooperation in this matter. Please call if you have any questions.

Yours very truly,


Kenneth C. Dickerson

Agreed to and accepted this ____ day of July, 2010.

The State of Texas, General Land Office

By: 

4255

AFFIDAVIT OF FACT

STATE OF TEXAS §
COUNTY OF GLASSCOCK §

Affiant:

I, Kenneth C. Dickeson of Midland County, Texas, under oath attest to the following facts:

- 1. I am Vice President of Veritas 321 GP, LLC, sole general partner of Veritas 321 Energy Partners, LP.
2. On July 14, 2009, Veritas 321 Energy Partners, LP acquired for Mariner Energy, Inc. the following Oil and Gas Leases from the State of Texas, General Land Office ("Leases") in Glasscock County, Texas, as follows:
a. Oil and Gas Lease No. 110193, recorded in Book 135, Page 1, Official Public Records, Glasscock County, Texas, covering a 8.52 acre strip of land out of the N/2 Section 11, Block 34, T-4-S, T&P RR Co. Sy, Glasscock County, Texas, more particularly described by metes and bounds in the lease.
b. Oil and Gas Lease No. 110215, recorded in Book 135, Page 8, Official Public Records, Glasscock County, Texas, covering a 5.972 acre strip of land out of Section 2, Block 34, T-4-S, T&P RR Co. Sy, Glasscock County, Texas, more particularly described by metes and bounds in the lease.
3. Whereas, the Leases each provided for a one (1) year primary term from July 14, 2009, however, it was the original intent for each of Leases to provide for a three (3) year primary term from July 14, 2009. This Affidavit of Fact shall evidence that the State of Texas, General Land Office has acknowledged this error and has amended its lease files to correct the length of the primary term from one (1) year to three (3) years for each of the Leases. All other terms and conditions of the Leases shall remain unchanged.

FURTHER AFFIANT SAYETH NOT

Signature of Kenneth C. Dickeson
By: Kenneth C. Dickeson

Sworn and subscribed to before me on this 10th of July, 2010 by Kenneth C. Dickeson, Vice President of Veritas 321 GP, LLC, as Sole General Partner of Veritas 321 Energy Partners, LP, a Texas limited partnership, on behalf of said partnership



Signature of Kelsey Starr Taisch
Notary Public State of Texas
My Commission Expires: 1/14/14

FILED
AT 8:00 O'CLOCK A.M.
ON THE 7 DAY OF July
A.D., 2010
INS. NO. 4255

Signature of Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY: Notarius Jean DEPUTY

STATE OF TEXAS
COUNTY OF GLASSCOCK
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.

Signature of Rebecca Batla
County Clerk, Glasscock County, Texas
OFFICIAL PUBLIC RECORDS
VOL. 148 PAGE 440
RECORDED July 7, 2010

True and correct copy of original filed in the Glasscock County Clerks Office
Page 1 of 1

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF GLASSCOCK
The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Official Public Records of my office, found in VOL. 148, PAGE 440.
I hereby certified on 7 July 2010
REBECCA BATLA, COUNTY & DISTRICT CLERK
GLASSCOCK COUNTY, TEXAS
BY: Notarius Jean DEPUTY

10.

File No. MF 110193

Seller + Affidavit

Date Filed: 7/8/10

Jerry Patterson, Commissioner

By: [Signature]



True and correct copy
of original filed in the
Clerk Office
Gloucester County



DO NOT DESTROY



**Texas General Land Office
UNIT AGREEMENT MEMO**

PA12-357

Unit Number 5827
 Operator Name APACHE CORPORATION Effective Date 8/25/2011
 Customer ID C000023272 Unitized For Oil & Gas
 Unit Name E.D. Bfooks 11 Unit #4 Unit Term 0 Months
 County1 Glasscock
 County 2 Old Unit Number Inactive Status Date
 County 3 0
 RRC District: 08 0
 Unit Type: Permanent 0
 State Royalty Interest: 0.0093984962 0
 State Part in Unit: 0.0469924812
 Unit Depth All Well: Unit
 Below Depth 0 Formation:
 Above Depth 0 Participation Basis: Surface Acreage
 [If Exclusions Apply: See Remarks]

MF Number MF110193 Tract Number 2
 Lease Acres 7.5 / Total Unit Acres 159.6 =
 Tract Participation: 0.0469925 X
 Lease Royalty 0.2 = Manual Tract Participation: 0 | See Remarks
 Tract Royalty Participation 0.0093985 Manual Tract Royalty: 0

Tract Royalty Reduction No
 Tract Royalty Rate 0
 Tract On-Line Date:

#121057

BOOK 189 PAGE 751

DECLARATION OF THE APACHE DEEPWATER LLC AND APACHE CORPORATION
E.D. BOOKS 11 UNIT #4 POOLED UNIT

State: Texas
County: Glasscock
Lessee: Apache Deepwater LLC, successor to Mariner Energy, Inc.
303 Veterans Airpark Lane, Suite 3000
Midland, TX 79705

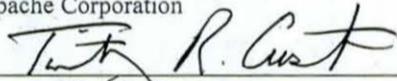
Lessee, named above, designates the following lands covered by the Leases described in Exhibit "A", attached hereto and made a part hereof for all purposes, as a Pooled Unit (the "Unit") for the purposes of drilling for and producing oil and/or gas:

Northeast Quarter (NE/4) of Section 11, Block 34, Township 4 South, T&P Ry. Co. Survey, Glasscock County, Texas, containing 160.0 acres, more or less, as shown on the plat attached hereto as Exhibit "B" and made a part hereof for all purposes.

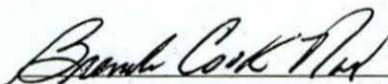
This Declaration and the Unit created shall be in effect, unless sooner dissolved, terminated or modified by Lessee, as long as the Leases are maintained in force and effect, insofar as they cover the lands contained within said Unit.

Executed as of the 16th day of MAY, 2012, but effective for all purposes as of the date of first production.

Apache Deepwater LLC
Apache Corporation

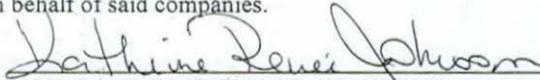
Knt

Name: Timothy R. Custer
Title: Attorney-in-Fact

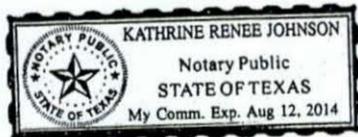
E.D.B., LTD., a Texas Limited Partnership
By: Glasscock Properties, L.L.C., its General Partner


By: Brenda Cook Nix, President of Glasscock Properties, L.L.C

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 16th day of May, 2012 by Timothy R. Custer, Attorney-in-Fact for Apache Deepwater LLC, a Delaware limited liability company, and Apache Corporation, a Delaware corporation, on behalf of said companies.


NOTARY PUBLIC FOR STATE OF TEXAS



True and correct copy
of original filed in the
Glasscock County
Clerks Office

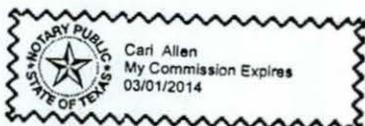
STATE OF TEXAS

§
§
§

COUNTY OF HENDERSON

This instrument was acknowledged before me on May 10th, 2012, by Brenda Cook Nix, as President of Glasscock Properties, LLC General Partner of E.D.B., LTD., a Texas Limited Partnership, on behalf of said partnership.

Cari Allen
NOTARY PUBLIC FOR STATE OF TEXAS



True and correct copy
of original filed in the
Glasscock County
Clerks Office

EXHIBIT "A"

Attached to and made part of Declaration of the Apache Deepwater LLC and Apache Corporation
E.D. Books 11 Unit #4 Pooled Unit

Date: March 26, 2007
Recording: Book/Vol. 101, Page 50, Official Public Records of Glasscock Co., Texas
Lessor: E.D.B., LTD
Lessee: MPI Energy Partners, LP
Assignment: from Element Petroleum LP (formerly MPI Energy Partners, LP) to Mariner Energy, Inc.
recorded in Book/Vol. 130, Page 012

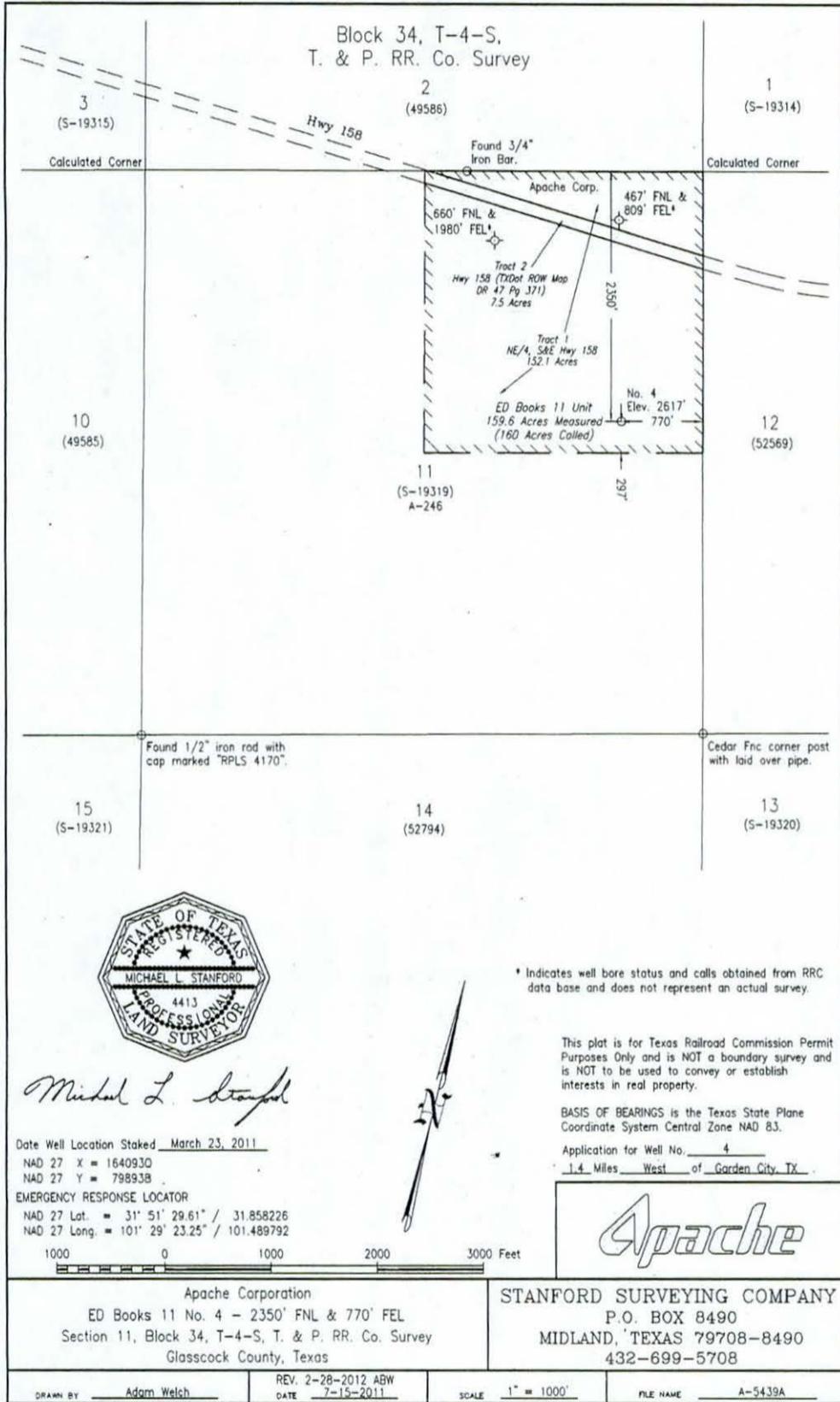
Date: July 14, 2009
Recording: Book/Vol. 135, Page 001, Official Public Records of Glasscock Co., Texas
Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Mariner Energy, Inc.



True and correct copy
of original filed in the
Glasscock County
Clerks Office

EXHIBIT "B"

Attached to and made part of Declaration of the Apache Deepwater LLC and Apache Corporation
E.D. Books 11 Unit #4 Pooled Unit



Michael L. Stanford

Date Well Location Staked March 23, 2011
 NAD 27 X = 1640930
 NAD 27 Y = 798938
 EMERGENCY RESPONSE LOCATOR
 NAD 27 Lat. = 31° 51' 29.61" / 31.858226
 NAD 27 Long. = 101° 29' 23.25" / 101.489792



* Indicates well bore status and calls obtained from RRC data base and does not represent an actual survey.

This plot is for Texas Railroad Commission Permit Purposes Only and is NOT a boundary survey and is NOT to be used to convey or establish interests in real property.

BASIS OF BEARINGS is the Texas State Plane Coordinate System Central Zone NAD 83.

Application for Well No. 4
1.4 Miles West of Garden City, TX



Apache Corporation ED Books 11 No. 4 - 2350' FNL & 770' FEL Section 11, Block 34, T-4-S, T. & P. RR. Co. Survey Glasscock County, Texas		STANFORD SURVEYING COMPANY P.O. BOX 8490 MIDLAND, TEXAS 79708-8490 432-699-5708	
DRAWN BY <u>Adam Welch</u>	REV. 2-28-2012 ABW DATE <u>7-15-2011</u>	SCALE <u>1" = 1000'</u>	FILE NAME <u>A-5439A</u>

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
 STATE OF TEXAS
 COUNTY OF GLASSCOCK

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the Official Public Records of my office, found in VOL. 189, PAGE 75

I hereby certified on May 23, 2012
 REBECCA BATLA, COUNTY & DISTRICT CLERK
 GLASSCOCK COUNTY, TEXAS
 BY Mona Spilde DEPUTY



FILED
 AT 9:00 O'CLOCK A M
 ON THE 23 DAY OF MAY
 A.D., 2012
 INS. NO. 121057

STATE OF TEXAS
 COUNTY OF GLASSCOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Batla
 County Clerk, Glasscock County, Texas

Rebecca Batla
 COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Mona Spilde DEPUTY

OFFICIAL PUBLIC RECORDS
 VOL. 189 PAGE 75
 RECORDED May 23, 2012



True and correct copy of original filed in the Glasscock County Clerks Office.

Page 4 of 4

P412-357
5827



Information for Highway Right-of-Way Unit Declaration

Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name: Jeff Stout Phone (432) 818-1000

Name of Pooled Unit E.D.Books 11 Unit #4 Pooled Unit

Operator of Pooled Unit Apache Corporation County Glasscock County

Operator TAX ID # [REDACTED]

Effective Date of Unit Declaration: 08/25/2011

HROW LEASE(S) IN UNIT

<u>HROW State Lease No.</u>	<u>Lease Date</u>	<u>Term</u>	<u>HROW Royalty</u>	<u>Total Lease Acreage</u>	<u>Lease Acreage in Unit</u>	<u>Lessee of Record</u>
110193	July 14, 2009	3	1/5	8.52	All	Mariner Energy, Inc

Total HROW Acreage In Unit = 7.5 Ac.

State's Net Revenue Interest in Unit: 0.00939850

Total Private Acreage In Unit = 152.1 Ac.

Total Acreage In Pooled Unit = 159.6 Ac.

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

Type of Mineral Pooled: Oil Gas Oil & Gas

Pooled Interval: All Depths X Top Depth _____ Base Depth _____

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

RRC Field Name(s): BOOKS, ED 11

UNIT WELL(S)

API # 42-173-34142 RRC ID# _____

API # 42-173-34607 RRC ID# _____

API # 42-173-34301 RRC ID# _____

API # 42-173-34606 RRC ID# _____



VERITAS 321
ENERGY PARTNERS, LP

June 22, 2012

Texas General Land Office

Attn: Beverly Boyd, Energy Resources, Mineral Leasing

P.O. Box 12873

Austin, TX 78711

RE: Declaration of Pooled Units crossing State of Texas lands in Section 11, Block 34, Township 4 South, T&P Ry. Co. Survey, Glasscock County, Texas

Beverly:

Apache Corporation has filed a Unit Designation which pools the State of Texas lease in the above captioned land. Included in this mailing are copies of the following State of Texas lease and a certified copy of the recorded Pooling Declaration:

- The State of Texas Oil and Gas Lease No. (110193) covering Section 11, Block 34, Township 4 South, T&P RR Co. Sy. Glasscock County, Texas and recorded at OPR Book/Vol. 135, Page 001 in Glasscock County, Texas
 - Declaration of the E.D. Books 11 Unit #4 Pooled Unit recorded at OPR Book/Vol. 189, Page 751 Glasscock County, Texas

Also find enclosed the Texas General Land Office form Information for Highway Right-of-Way Unit Declaration pertaining to above Declaration.

If you need any further information, please contact me.

Thank you,

Lauren Maddox

lmaddox@veritas321.com

432.682.4002 ext (121)

Enclosures (3)

File No. MF 110193

Unit 5827

E.D. BOOKS 11 Unit #4

Date Filed: 4-25-12

Jerry E. Patterson, Commissioner

By: B Boyd

05.15

4255

AFFIDAVIT OF FACT

MF11093
MF110215

STATE OF TEXAS §
COUNTY OF GLASSCOCK §

Affiant:

I, Kenneth C. Dickeson of Midland County, Texas, under oath attest to the following facts:

1. I am Vice President of Veritas 321 GP, LLC, sole general partner of Veritas 321 Energy Partners, LP.
2. On July 14, 2009, Veritas 321 Energy Partners, LP acquired for Mariner Energy, Inc. the following Oil and Gas Leases from the State of Texas, General Land Office ("Leases") in Glasscock County, Texas, as follows:
 - a. Oil and Gas Lease No. 110193, recorded in Book 135, Page 1, Official Public Records, Glasscock County, Texas, covering a 8.52 acre strip of land out of the N/2 Section 11, Block 34, T-4-S, T&P RR Co. Sy, Glasscock County, Texas, more particularly described by metes and bounds in the lease.
 - b. Oil and Gas Lease No. 110215, recorded in Book 135, Page 8, Official Public Records, Glasscock County, Texas, covering a 5.972 acre strip of land out of Section 2, Block 34, T-4-S, T&P RR Co. Sy, Glasscock County, Texas, more particularly described by metes and bounds in the lease.
3. Whereas, the Leases each provided for a one (1) year primary term from July 14, 2009, however, it was the original intent for each of Leases to provide for a three (3) year primary term from July 14, 2009. This Affidavit of Fact shall evidence that the State of Texas, General Land Office has acknowledged this error and has amended its lease files to correct the length of the primary term from one (1) year to three (3) years for each of the Leases. All other terms and conditions of the Leases shall remain unchanged.

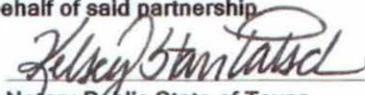
and filed
RECEIVED
GLO
Boyer

FURTHER AFFIANT SAYETH NOT


By: Kenneth C. Dickeson

Sworn and subscribed to before me on this 10th of July, 2010 by Kenneth C. Dickeson, Vice President of Veritas 321 GP, LLC, as Sole General Partner of Veritas 321 Energy Partners, LP, a Texas limited partnership, on behalf of said partnership




Notary Public State of Texas
My Commission Expires: 1/14/14

FILED

AT 8:00 O'CLOCK A. M.

ON THE 7 DAY OF July

A.D., 2010

INS. NO. 4255

Rebecca Batla

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Austina D. [Signature]* DEPUTY

**STATE OF TEXAS
COUNTY OF GLASSCOCK**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Batla

County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 148 PAGE 440

RECORDED July 7, 2010



File No. MF 110193

affidavit

Date Filed: 7.22.13

Jerry E. Patterson, Commissioner

By BBJ

APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 8/10/2011

110193

Property: 01560201/00001 BOOKS E D #4,7-11
State: TEXAS County/Parish: GLASSCOCK

Venture Number: 023223

<u>OWNER</u>	<u>INTEREST TYPE</u>	<u>EXC</u>	<u>INTEREST</u>	<u>EFF DATE</u>
005439001 STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00939850	3/1/2011

Legal Description:

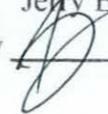
TX GLASSCOCK T&P RR CO ABST/ID# 246 Twsp 4S Blk 34 Sec 11

File No. MF110193

DIVISION ORDER

Date Filed: 8.15.11

Jerry E. Patterson, Commissioner

By 

81211



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

(713) 296 6000
WWW.APACHECORP.COM

February 7, 2011

Texas General Land Office
P.O. Box 12873
Austin, Texas 78711
Attn: Beverly Boyd

NOTICE OF MERGER

Ladies and Gentlemen:

Effective November 10, 2010, Mariner Energy, Inc. merged into Apache Deepwater LLC a wholly owned subsidiary of Apache Corporation. As a result of this merger, all of the rights, assets, properties, and interests of Mariner Energy, Inc. were vested by operation of law in Apache Deepwater LLC.

Our records indicate that Mariner Energy, Inc. currently owns an interest in the leases listed on the attached. In connection with the merger, we respectfully request that you update your records for these leases and any others not listed in which Mariner Energy, Inc. also owns an interest. Enclosed herewith is a copy of the Merger Certificate issued by the Secretary of State of the State of Delaware.

Any questions regarding this notice may be directed to:

Rob J. Maier
Landman – Business Development
Office Phone: (713) 296-6573
Email: rob.maier@apachecorp.com

Thank you for your cooperation.

Yours very truly,

APACHE DEEPWATER LLC

A handwritten signature in black ink, appearing to read "Rob J. Maier", written over a horizontal line.

Rob J. Maier
Landman – Business Development

County	Lease Name	Eff Date	Exp Date
GLASSCOCK	M 109134	7/1/2008	7/1/2011
GLASSCOCK	M 109579	12/16/2008	12/16/2011
GLASSCOCK	M 110193	7/14/2009	7/14/2012
GLASSCOCK	M 110215	7/14/2009	7/14/2012
UPTON	M 108354	10/2/2007	10/2/2012

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:01 PM 11/10/2010
FILED 01:01 PM 11/10/2010
SRV 101074052 - 4811178 FILE

**CERTIFICATE OF MERGER
MERCING
MARINER ENERGY, INC.
INTO
APACHE DEEPWATER LLC**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law (the "DGCL") and Title 6, Section 18-209(c) of the Delaware Limited Liability Company Act (the "DLLC"), the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

Name	Jurisdiction of Formation or Organization
Apache Deepwater LLC	Delaware
Mariner Energy, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated April 14, 2010, as amended by Amendment No. 1 dated August 2, 2010, by and among Apache Corporation, Apache Deepwater LLC (formerly known as ZMZ Acquisitions LLC), and Mariner Energy, Inc. (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company pursuant to Section 18-209 of the DLLC and by the merging corporation pursuant to Section 264 of the DGCL.

THIRD: The name of the surviving limited liability company is Apache Deepwater LLC.

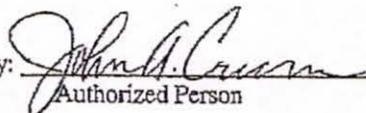
FOURTH: The merger is to become effective upon filing of this certificate.

FIFTH: The Agreement and Plan of Merger is on file at One Post Oak Central, 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 10th day of November, 2010.

Apache Deepwater LLC

By:  _____
Authorized Person

Name: John A. Crum

Title: Chief Operating Officer and President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MARINER ENERGY, INC.", A DELAWARE CORPORATION,
WITH AND INTO "APACHE DEEPWATER LLC" UNDER THE NAME OF
"APACHE DEEPWATER LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF NOVEMBER,
A.D. 2010, AT 1:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



4811178 8100M

101074052

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8344052

DATE: 11-10-10

File No. MF 110913
Notice of Merger

Date Filed: 2-7-11

Jerry E. Patterson, Commissioner

By JEP