

MF110215

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF110215	56-030239		GLASSCOCK

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description HIGHWAY RIGHT-OF-WAY

Acres 5.972

Depth Below *Depth Above* *Depth Other*

0

0

Name MARINER ENERGY, INC.

Lease Date 7/14/2009

Primary Term 1 yrs

Bonus (\$) \$1,045.10

Rental (\$) \$0.00

Lease Royalty 0.2000

Leasing:

Analyst:

Maps:

GIS:



CONTENTS OF FILE NO. MF- 110215

- | | |
|---|---------|
| 1. Lease | 6/22/09 |
| 2. Letter + fee | 6/22/09 |
| 3. Affidavit | 6/22/09 |
| 4. Plat | 6/22/09 |
| 5. Deed | 6/22/09 |
| 6. Lease | 6/22/09 |
| 7. Assignment | 6/22/09 |
| 8. Letter + bonus | 8/7/09 |
| 9. Letter + Affidavit | 7/8/10 |
| See MF 108354 #8 for Certificate of Merger. 2/15/11 | |
| 10. Unit 5436 ED Brooks 2 "A" | 4-23-12 |
| 11. Recorded Lease | 5/14/13 |
| <u>Scanned sm 5/14/13</u> | |
| 12. w-2 and attachments | |
| 173-35280 ED Brooks 2A #15 6/27/13 | |
| Dec MF 110193 #2 Affidavit of Fact 7-22-13 | |
| 13. DO Brooks ED #4-2A #8-2A 4-9-12 | |
| <u>Scanned sm 7/26/13</u> | |
| 14. Notice of Merger | 2-7-11 |
| <u>Scanned pt 7-15-15</u> | |

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (110215)
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 Forty Five 10/100 (\$ 1,045.10)** 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:

5.972 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 **5.972 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.

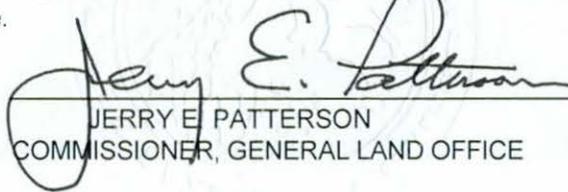
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

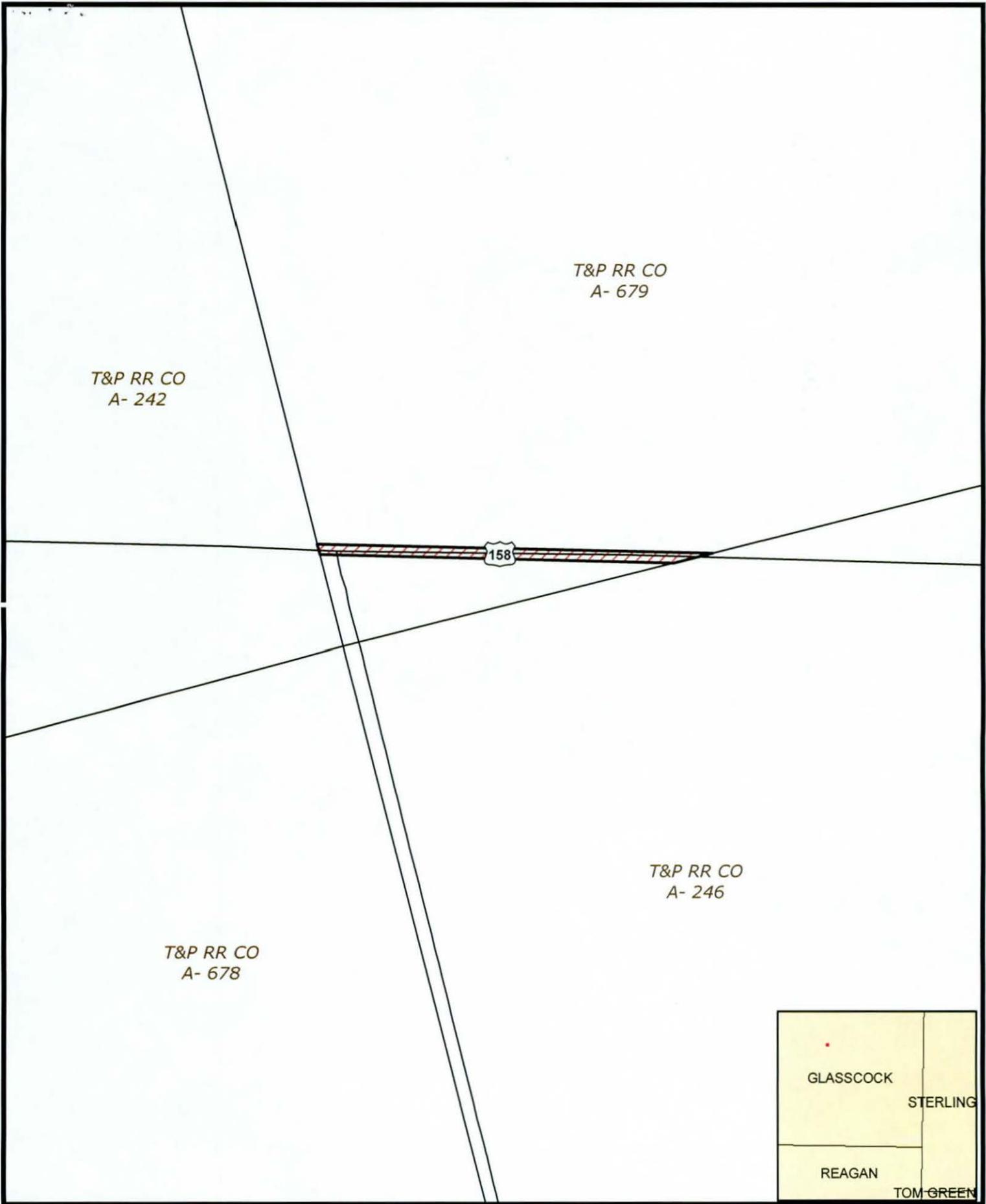
CC: [Signature]

Exhibit "A"

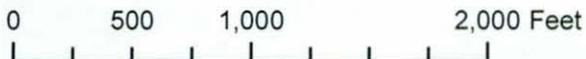
Attached hereto and made a part of that certain Oil and Gas Lease dated July 14 th, 2009, by and between the State of Texas, as lessor, and Mariner Energy, Inc. as lessee, covering acreage to be leased in Glasscock County, Texas, being part of State Highway 158.

5.972 acres of land, more or less, situated in Section 2, Block 34, T 4 S in the T & P Ry. Co. Survey, in Glasscock County. Said lands described in the following deed filed in the Deed of Records, Glasscock County.

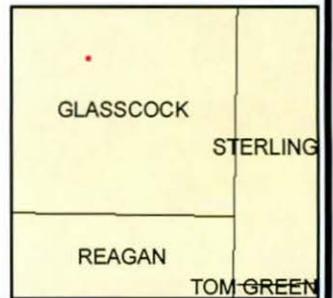
Deed from Eva Currie and Henry S. Currie dated: 9/14/1938 and filed in Vol. 47, P. 370 of the deed records of Glasscock County.



Map showing a
 Buffer of St.Hwy 158
 5.972 acres
 Glasscock County



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. MF110215

Lease

Date Filed: 6/22/09

Jerry Patterson, Commissioner

By 



June 18, 2009

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

No Money
M-110215

175.00
Y5
14R
shut in 25.00

RE: Oil, Gas and Mineral Lease
SW/4 Section 2, Block 34, Township 4 South, T & P Ry. Co. Survey, Abstract 679,
Glasscock County, Texas

Dear Mr. Reid

St. Hwy. 158

The county records of Glasscock County, Texas indicate that the State of Texas obtained a 5.972-acre tract in the above captioned property by way of Right-Of-Way Deed dated September 14, 1938, recorded in Volume 47, page 370, 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



09015705

121

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



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



WESTERN NATIONAL BANK
MIDLAND, TX

88-737
1163

006164

6/18/2009

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

MEMO

Shelley Ingram
AUTHORIZED SIGNATURE



006164





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
- #4 \$100 Processing Fee
- #5 Written Waiver of Statutory Notice
- #6 Certified Copy/Copies of Adjacent Lease/Leases
- #7 Notarized Affidavit of Consideration Paid # 175.⁰⁰ / acre
- #8 Title Opinion**
- #9 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

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File No. MT 110215
John A. Lee
Date Filed: 6/22/09
By Jerry Patterson, Commissioner

2.

AFFIDAVIT OF CONSIDERATION PAID

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

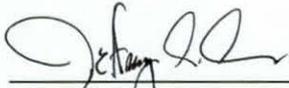
My name is Jeffrey S. Stout, I am over 21 years of age and I am familiar with the following lands (the "Lands") in Glasscock County, Texas and the associated lease.

SW/4 and N/2 of Section 2, Block 34, Township 4 South, T&P Ry. Co. Survey, Glasscock County, Texas, containing 480 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 18th day of June, 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 18th
day of June, 2009 by Jeffrey S. Stout.

My Commission Expires:
7/2/2012



Notary Public in and for the State of Texas



3.

File No. MF 110215

Affidavit

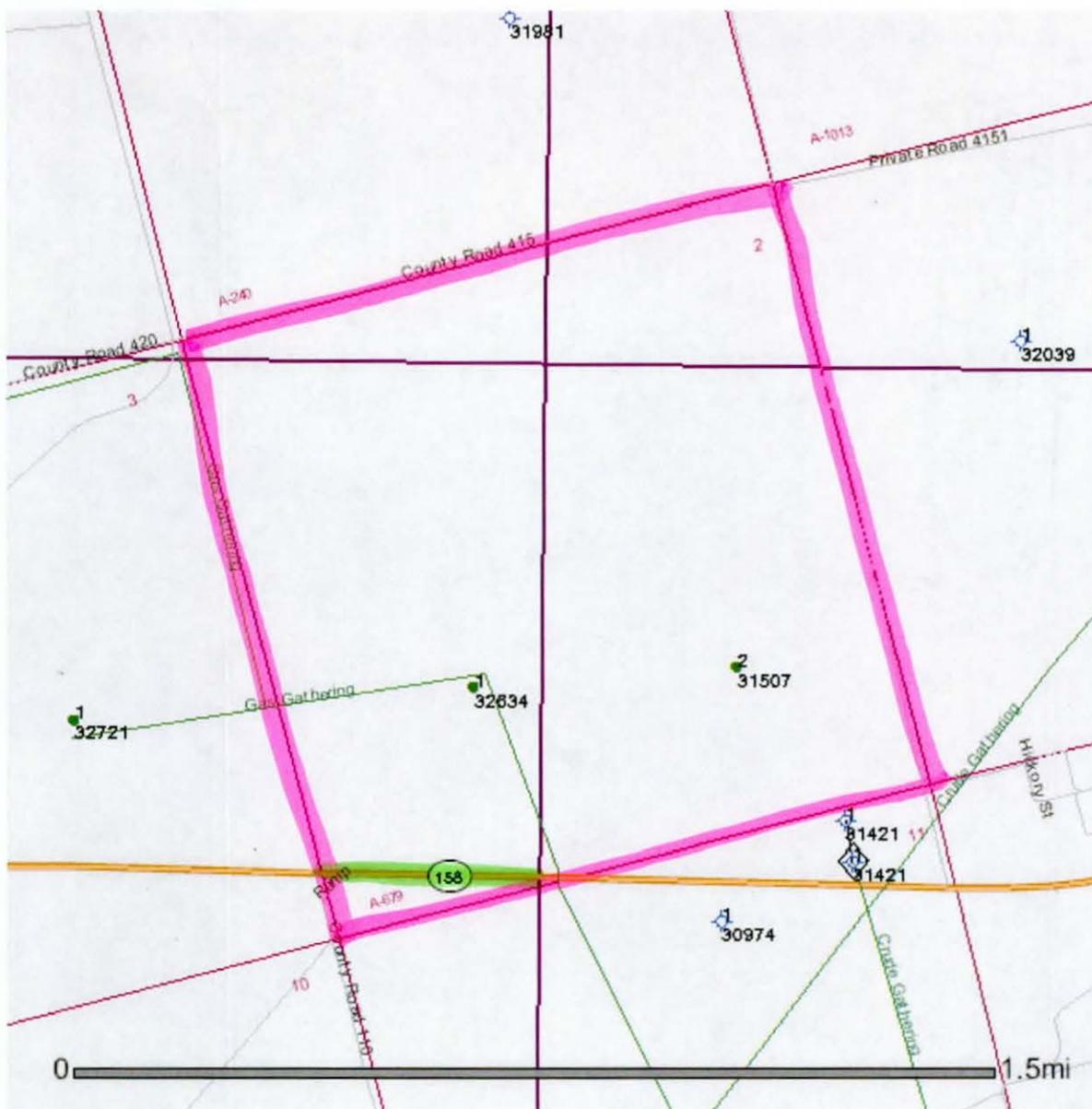
Date Filed: 6/22/09

Jerry Patterson, Commissioner

By [Signature]



055.05



7.

File No. MF 110215

[Signature]

Date Filed: 6/23/09

Jerry Patterson, Commissioner

By [Signature]

6 2 3 0 9

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 14 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 9:45 o'clock A.M.

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

(FILE # 3483)

RIGHT-OF-WAY DEED

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT Eva Currie and husband Henry S. Currie of the County of Glasscock in the State of Texas, for and in consideration of the sum of One hundred forty-nine and 30/100 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 Sec. 2, Block 34, Township 4-South in the T. & P. Ry. Co. Survey, and being a part of a 640 acre tract conveyed by Stephen Calverley to Eva Calverley by deed dated Apr. 16, 1906 and recorded in Vol. 4, Page 44 of the Deed Records of Glasscock County, Texas; said tract of land being subject to lien or liens held by: NONE

And being more fully described as a strip of land 120 feet wide measured 60 feet each side as shown on the right-of-way map of said Highway 158 of the located center line of State Highway 158 on file with the County Records of Glasscock County; said center line of Highway No. 158 being located as follows:

BEGINNING at Survey Station 1865 plus 79, on the located center line of the said Highway 158, a point in the west boundary line of Sec. 2; said point being 625 feet measured north along said boundary line from the southwest corner of the said Sec. 2;

THENCE S. 89° 16' E. 2168 feet to Survey Station 1887 plus 47, a point in the north right of way fence of the Garden City-Big Lake Road, said point being 2087 feet measured east along said fence from the west line of the said Sec. 2;

The tract of land herein conveyed contains 5.972 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 Eva Currie and husband, Henry S. 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 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.

[Signature]
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

5.

File No MF 110215

Deed

Date Filed: 6/22/09

Jerry Patterson, Commissioner

By [Signature]

0.55.00

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	\$8.00 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

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, 18, 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 10:00 O'CLOCK A M
 ON THE 5 DAY OF April
 A.D., 2007
 INS. NO. 561

Rebecca Batta
 COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Jessie Hillier 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 Batta
 County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL 101 PAGE 50
 RECORDED April 5, 2007

6.

File No. MF 110215

Lease

Date Filed: 6/22/09

Jerry Patterson, Commissioner

By [Signature]

0.55.05



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.

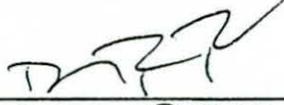
This Assignment may be executed in multiple separate counterparts by Assignor and Assignee, each of which is an original and all of which are identical and shall together constitute but one and the same Assignment. The text of this Assignment and the execution pages signed by each of the Assignor and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

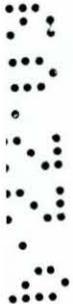
IN WITNESS WHEREOF, this Assignment is executed on April 3, 2009.

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

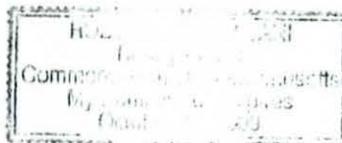
This instrument was acknowledged before me on the 3rd day of April, 2009, by Daniel R. Revers, as President of Element Petroleum GP, LLC, a LLC formed under the laws of the State of Delaware, as General Partner of Element Petroleum LP, a limited partnership formed under the laws of the State of Texas,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

Seal

[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 *MR 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.

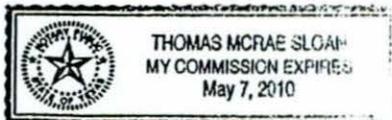
Seal

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



[Signature]
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 <i>Part of Section 2, 4, 11, 13</i>
02/07/2008	Aghorn Energy, Inc.	Glasscock Co., TX	✓ 114/714 <i>NW⁴-8</i>
01/11/2008	Agua Negra Partnership, Ltd	Glasscock Co., TX	✓ 114/223 <i>NW⁴-8</i>
01/30/2008	Constantineau, Linda	Glasscock Co., TX	✓ 114/578 <i>NW⁴-8</i>
01/29/2008	Cove Petroleum Corp.	Glasscock Co., TX	✓ 117/444 <i>NW⁴-8</i>
01/11/2008	Essex, David	Glasscock Co., TX	114/226 <i>NW⁴-8</i>
02/27/2007	Reaugh, O.H.	Glasscock Co., TX	✓ 117/728 <i>NW⁴-8</i>
02/19/2008	Texas Camarilla, Inc.	Glasscock Co., TX	✓ 129/443 <i>NW⁴-8</i>
02/01/2008	Whitaker, Doyle G.	Glasscock Co., TX	✓ 114/717 <i>NW⁴-8</i>
03/03/2008	Yosemite Creek Oil & Gas, LLC	Glasscock Co., TX	✓ 115/289 <i>NW⁴-8</i>
02/13/2008	Allar Company, The	Glasscock Co., TX	✓ 114/726 <i>SW⁴-8</i>
02/13/2008	Allar Company, The	Glasscock Co., TX	✓ 114/720 <i>E²-10</i>
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 ✓ <i>Section 22</i>
07/17/2007	Walker Farms LTD	Glasscock Co., TX	106/309 <i>Section 22</i>
04/20/2007	C.S. Hunter Marital Trust	Glasscock Co., TX	103/561 <i>Section 16</i>

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 16
05/17/2007	Matthews-Link Properties, LTD.	Glasscock Co., TX	104/788 SECTION 16
05/08/2007	Moberly, Betty Jo	Glasscock Co., TX	103/555 SECTION 16
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 16
04/24/2007	Vertrees, Charles D. Jr.	Glasscock Co., TX	104/324 SECTION 16
02/13/2008	Allar Company, The	Glasscock Co., TX	114/723 SECTION 21
09/11/2007	Broken Arrow Trust	Glasscock Co., TX	110/375 SECTION 21
07/11/2007	Byrd, Mary Elizabeth Mead	Glasscock Co., TX	107/527 SECTION 21
06/20/2007	Keathley Jr., Basil W.	Glasscock Co., TX	1060/146 (Howard County) 129/445 SECTION 21 (Glasscock County)
06/21/2007	Moore, Wanda W.	Glasscock Co., TX	105/368 SECTION 21
09/11/2007	Pevehouse, Inc.	Glasscock Co., TX	107/524 SECTION 21
09/11/2007	Primitive Petroleum	Glasscock Co., TX	110/377 SECTION 21
05/08/2007	Riley, Glenn Joe, and Riley Estate, Rufus Glenn	Glasscock Co., TX	104/328 SECTION 21
09/11/2007	Triple H. Resources Inc.	Glasscock Co., TX	107/518 SECTION 21
06/20/2007	Vogel, A.J.	Glasscock Co., TX	105/364 SECTION 21
09/11/2007	Watson, Janice L.	Glasscock Co., TX	107/521 SECTION 21
06/21/2007	Wilkerson, Marion B.	Glasscock Co., TX	110/337 SECTION 21
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 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

File No. MF 110215 7.

Assignment

Date Filed: 6/22/09
Jerry Patterson, Commissioner

By: 

P. S. 03

VERITAS 321 ENERGY PARTNERS, LP ✓

006412

State of Texas

8/5/2009

Date	Type	Reference
7/25/2009	Bill	Bonus Consideration

Original Amt.
1,513.37

Balance Due	Discount
1,513.37	
	Check Amount

Payment
1,513.37
1,513.37

09017942

121

(WNB) Veritas 321 EP MEI200917 L

8/7/09

X

1,513.37



VERITAS 321
ENERGY PARTNERS, LP

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

8/7/09

8

File No. MF 110215
Jettor A Jensen
Date Filed: 8/7/09
By: Jerry Patterson, Commissioner



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

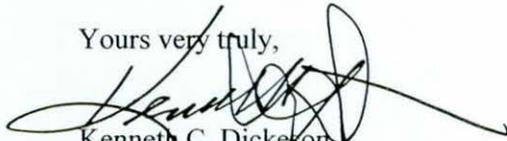
Oil and Gas Lease No. 110215
5.972 acres out of Section 2, Block 34, T4S, T&P RR Co. Sy.
Glasscock County, Texas

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.

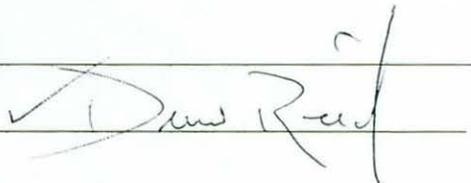
Thank you for your cooperation in this matter. Please call if you have any questions.

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:

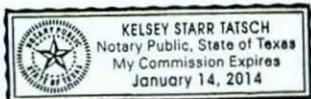
- 1. I am Vice President of Veritas 321 GP, LLC, sole general partner of Veritas 321 Energy Partners, LP.
2. On July 14, 2009, Veritas 321 Energy Partners, LP acquired for Mariner Energy, Inc. the following Oil and Gas Leases from the State of Texas, General Land Office ("Leases") in Glasscock County, 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

Handwritten 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



Handwritten signature of Kelsey Starr Tatsch, 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

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

Rebecca Batla COUNTY CLERK, GLASSCOCK COUNTY, TEXAS BY Hortensia Juan DEPUTY

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 Hortensia Juan DEPUTY



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

9.

File # MF 110215
Letter and
affidavit
Date Filed: 7/8/10
Jerry Patterson, Commissioner
By [Signature]

DO NOT DESTROY

yes No
ALAMO — —



Texas General Land Office
UNIT AGREEMENT MEMO

PA12-213

Unit Number 5436
 Operator Name APACHE CORPORATION Effective Date 2/29/2012
 Customer ID C000023272 Unitized For Oil & Gas
 Unit Name E.D. Brooks 2 "A" 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: 0.0074533541 0
 State Part in Unit: 0.0372667707
 Unit Depth All Well: Unit
 Below Depth 0 Formation: Snraberrv
 Above Depth 0 Participation Basis: Surface Acreage
 [If Exclusions Apply: See Remarks] U.P. A000067

MF Number MF110215 Tract Number 2
 Lease Acres 5.972 / Total Unit Acres 160.25 =
 Tract Participation: 0.0372668 X
 Lease Royalty 0.2 = Manual Tract Participation: 0 | See Remarks
 Tract Royalty Participation 0.0074534 Manual Tract Royalty: 0

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

API Number

421733436500

RRC Number

0

Remarks:

HROW Unit - 42-173-34365

Prepared By:

B Boyd

GLO Base Updated By:

V Boyd

RAM Approval By:

J K

GIS By:

CG

Prepared Date:

4-23-12

GLOBase Date:

4-23-12

RAM Approval Date:

5-2-2012

GIS Date:

5-15-2012

#120165

DECLARATION OF APACHE DEEPWATER LLC AND APACHE CORPORATION
E. D. BOOKS 2 "A" UNIT 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, designated the following lands covered by 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:

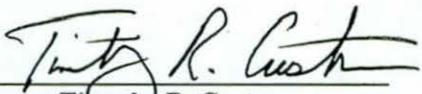
160.25 acres, more or less, in the Southwest Quarter (SW/4) of Section 2, Block 34, Township 4 South, T&P R.R. Co. Svy., Glasscock County, Texas, as shown on the plat attached hereto as Exhibit "B" and made a part hereof for all purposes.

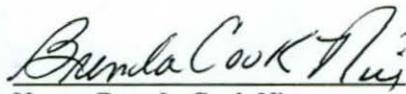
This Declaration shall be, and the Unit created shall be in effect, unless sooner dissolved, terminated or modified by Lessee, as long as the Leases are maintained in force and effect, insofar as they cover the lands contained within said Unit.

Executed this 29TH day of FEBRUARY, 2012, but effective for all purposes as of the date of first production.

Apache Deepwater LLC
Apache Corporation

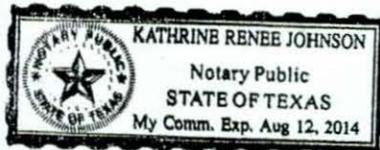
E.D.B, LTD

EMT

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


Name: Brenda Cook Nix
Title: President of Glasscock Properties, LLC, General Partner of E.D.B., Ltd.

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

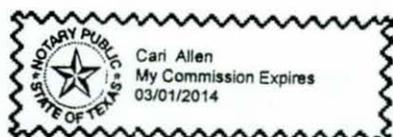
This instrument was acknowledged before me on the 29th day of ~~March~~ February, 2012 by Timothy R. Custer, Attorney-in-Fact for Apache Deepwater LLC, a Delaware company, and Apache Corporation, a Delaware corporation.




NOTARY PUBLIC FOR STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 15th day of February, 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.




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 2 "A" Unit 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 008, Official Public Records of Glasscock Co., Texas
Lessor: **Commissioner of the General Land Office of the State of Texas**
Lessee: Mariner Energy, Inc.

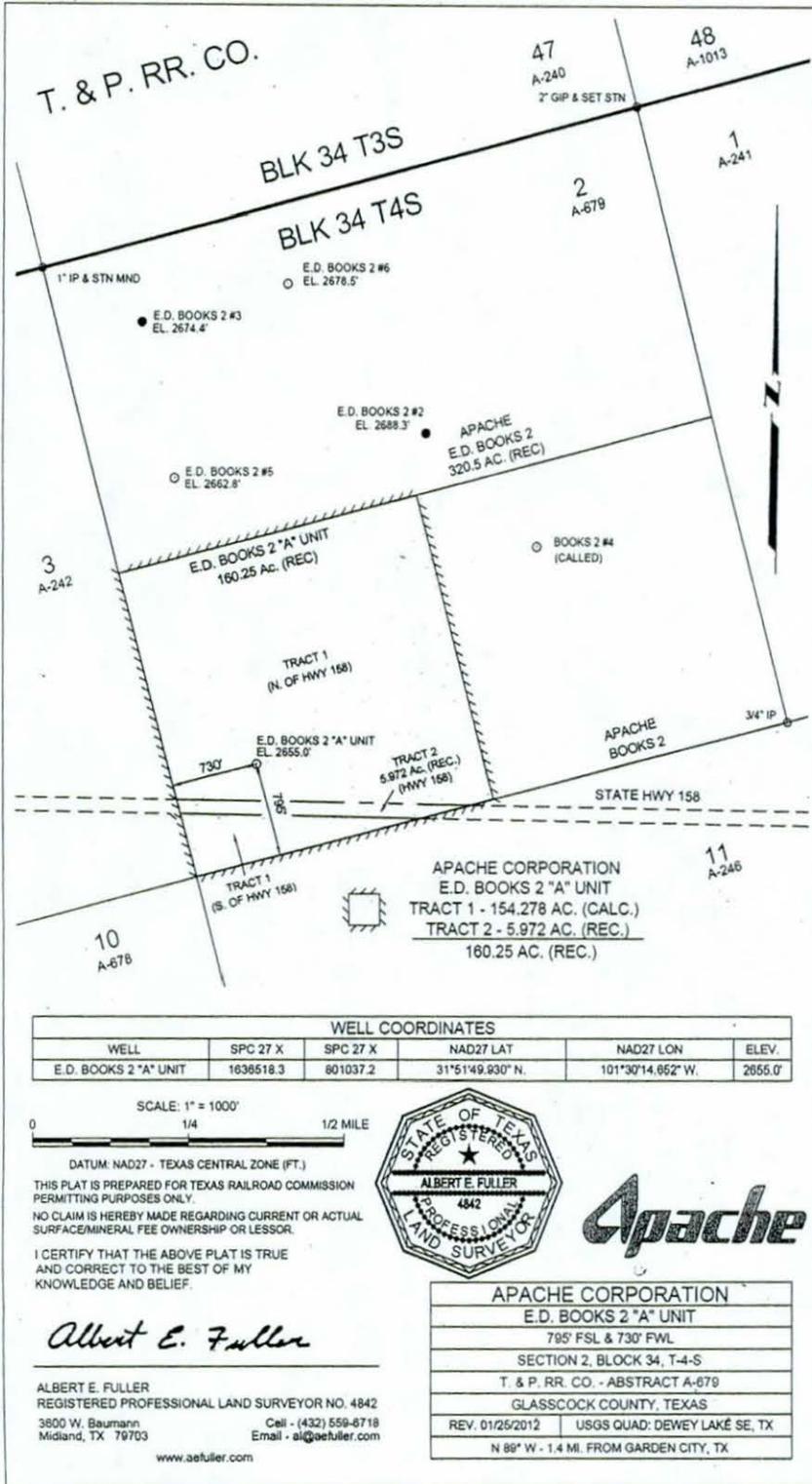


True and correct copy
of original filed in the
Glasscock County
Clerks Office

Page 2 of 3

EXHIBIT "B"

Attached to and made part of Declaration of the Apache Deepwater LLC and Apache Corporation
E. D. Books 2 "A" Unit Pooled Unit



FILED
AT 2:00 O'CLOCK P.M.
ON THE 2 DAY OF March
A.D., 2012
INS. NO. 120165

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
BY *Mona Wilde*
DEPUTY



Rebecca Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 184 PAGE 749
RECORDED March 2, 2012

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 OPR Records of my office, found in VOL. 184, PAGE 749.

I hereby certified on 30 March, 2012
REBECCA BATLA, COUNTY & DISTRICT CLERK
GLASSCOCK COUNTY, TEXAS
BY *Rebecca Batla* DEPUTY



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

Page 3 of 3

Well Permit Details

[Buy a faxed copy of the original permit and plat](#) - [Find research services](#)

Report a Problem

View permit: [PDF Document 1](#)

API #: 42-173-34365	Purpose for Filing: Drill,
Permit #: 720295	Received: Unknown
Rule 37 Case:	Issued: 07/18/2011

RRC Operator #: 27200	Lease Name: ED BOOKS 2A
Operator Name: APACHE CORPORATION	RRC Lease ID #:
Operator Address: ATTN ELAINE RUEDA 2000 POST OAK BLVD STE 100 HOUSTON, TX 77056	Well #: 4
	Total Depth: 11000

District #: 8	County: Glasscock		
Section: 2	Block: 34	Survey: T&P RR CO / CALVERLEY, S	Abstract: 679
Located: 1.4 miles in a NW direction from GARDEN CITY.			
Contiguous acres in lease: 160.0			

Lease/Unit Perpendiculars: 730.0' WEST & 795.0' SOUTH
Survey Section Perpendiculars: 795.0' SOUTH & 730.0' WEST

Fields

Field Name	Field Number	Permit Type
SPRABERRY (TREND AREA)	85280300	(Oil/Gas)
GARDEN CITY, S. (WOLFCAMP)	33998500	(Oil/Gas)
GARDEN CITY, NW (STRAWN)	33997700	(Oil)
JAILHOUSE (FUSSELMAN)	45484200	(Oil)

Is this a pooled unit? No	Substandard Acreage? No
Rule 36 (Hydrogen Sulfide area)? Yes	Form h-9 filed? No

Name/Title: SHERENE STARR	Remarks: DI USE: 1B.2.3.6.7
Phone Number: 432-818-1023	

Latitude: 31.863871	Longitude: -101.504066
----------------------------	-------------------------------

[Back](#)

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#10

File No. MF 110215

Unit 5436

E D Busher 2 "A"

Date Filed: 4-23-12

Jerry E. Patterson, Commissioner

By R Boyd

The State of Texas

BOOK 135 PAGE

008
HROW Lease
Revised 8/06

#1785



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (110215)
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 Forty Five 10/100 (\$ 1,045.10)** 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:

5.972 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 **5.972 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

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

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.

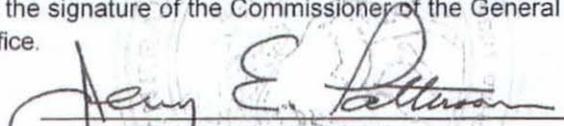
7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

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

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: CR

CC: [Signature]

Exhibit "A"

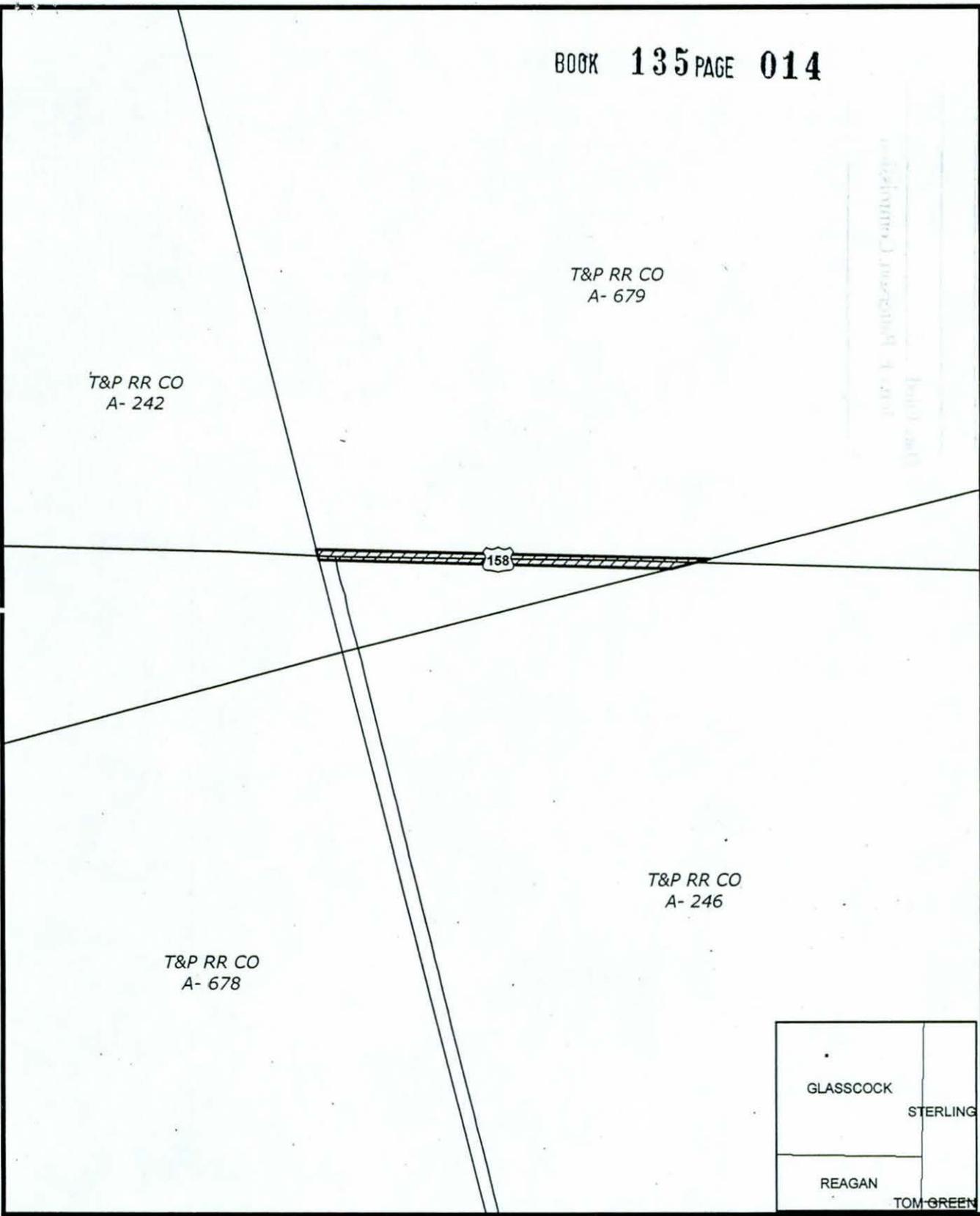
Attached hereto and made a part of that certain Oil and Gas Lease dated July 14 th, 2009, by and between the State of Texas, as lessor, and Mariner Energy, Inc. as lessee, covering acreage to be leased in Glasscock County, Texas, being part of State Highway 158.

5.972 acres of land, more or less, situated in Section 2, Block 34, T 4 S in the T & P Ry. Co. Survey, in Glasscock County. Said lands described in the following deed filed in the Deed of Records, Glasscock County.

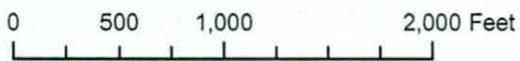
Deed from Eva Currie and Henry S. Currie dated: 9/14/1938 and filed in Vol. 47, P. 370 of the deed records of Glasscock County.

012125

BOOK 135 PAGE 014



Map showing a Buffer of St. Hwy 158 5.972 acres Glasscock County



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: Zeka Gulien July 14, 2009

FILED
AT 10:00 O'CLOCK A. M.
ON THE 27 DAY OF August
A.D., 2009
INS. NO. 1785

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonia Jones 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 Badla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 135 PAGE 008
RECORDED August 27, 2009

#11

File No. mf 110215

Recorded Lease

Date Filed: 5/14/13

Jerry E. Patterson, Commissioner

20. _____

4 215

RAILROAD COMMISSION OF TEXAS

MF 110215

Tracking No.: 72609
Status: Submitted

Oil and Gas Division
This facsimile W-2 was generated electronically
from data submitted to the RRC.

API No. 42- 173-35280

7. RRC District No.
08

8. RRC Lease No.

Oil Well Potential Test, Completion or Recompletion Report, and Log

1. FIELD NAME (as per RRC Records or Wildcat) SPRABERRY (TREND AREA)		2. LEASE NAME E D BOOKS 2A		9. Well No. 15
3. OPERATOR'S NAME (Exactly as shown on Form P-5, Organization Report) APACHE CORPORATION		RRC Operator No. 027200		10. County of well site GLASSCOCK
4. ADDRESS ATTN JO SHIPMAN STE 3000 303 VETERANS AIRPARK LANE MIDLAND, TX 79705-0000				
5. If Operator has changed within last 60 days, name former operator				
6a. Location (Section, Block, and Survey) 2, 34 T4S, T&P RR CO/CALVERLEY, S, A-679		6b. Distance and direction to nearest town in this county. 1.3 MILES NE OF GARDEN CITY		
11. Purpose of filing				
Initial Potential				<input checked="" type="checkbox"/>
Retest				<input type="checkbox"/>
Reclass				<input type="checkbox"/>
Well record only (Explain in remarks)				<input type="checkbox"/>
12. If workover or reclass, give former field (with reservoir) & Gas ID or oil lease no. FIELD & RESERVOIR		GAS ID or OIL LEASE #	Oil-O Gas-G	Well #
N/A				
13. Type of electric or other log run Neutron logs			14. Completion or recompletion date 01/18/2013	

SECTION I- POTENTIAL TEST DATA IMPORTANT: Test should be for 24 hours unless otherwise specified infield rules.

15. Date of test 01/23/2013	16. No. of hours tested 24	17. Production method (Flowing, Gas Lift, Jetting, Pumping- Size & Type of pump) Flowing			18. Choke size 26/64
19. Production during Test Period	Oil - BBLS 75.0	Gas - MCF 212	Water - BBLS 250	Gas - Oil Ratio 2826	Flowing Tubing Pressure 175.0 PSI
20. Calculated 24-Hour Rate	Oil - BBLS 75.0	Gas - MCF 212	Water - BBLS 250	Oil Gravity-API-60° 42.0	Casing Pressure 1700.0 PSI
21. Was swab used during this test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil produced prior to test (New & Reworked wells) 232.0		23. Injection Gas-Oil Ratio	
REMARKS: N/A					

INSTRUCTIONS: File an original and one copy of the completed Form W-2 in the appropriate RRC District Office within 30 days after completing a well and within 10 days after a potential test. If an operator does not properly report the results of a potential test within the 10-day period, the effective date of the allowable assigned to the well will not extend back more than 10 days before the W-2 was received in the District Office. (Statewide Rules 16 and 51) To report a completion or recompletion, fill in both sides of this form. To report a retest, fill in only the front side.

<p>WELL TESTERS CERTIFICATION</p> <p>I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I conducted or supervised this test by observation of (a) meter readings or (b) the top and bottom gauges of each tank into which production was run during the test. I further certify that the potential test data shown above is true, correct, and complete, to the best of my knowledge.</p>		
<p>Signature: Well Tester</p>	<p>Name of Company</p>	<p>RRC Representative</p>

<p>OPERATOR'S CERTIFICATION</p> <p>I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct and complete, to the best of my knowledge.</p>	
<p>Type or printed name of operator's representative (432) 818-1000 EXT 1181</p> <p>Telephone: Area Code Number Month Day Year</p>	<p style="text-align: center;">Regulatory Tech</p> <p>Title of Person Keisha Stark</p> <p>Signature</p>

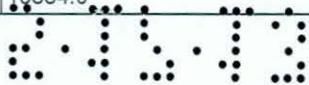


SECTION III				DATA ON WELL COMPLETION AND LOG (Not Required on Retest)			
24. Type of Completion New Well <input checked="" type="checkbox"/> Deepening <input type="checkbox"/> Plug Back <input type="checkbox"/> Other <input type="checkbox"/>				25. Permit to Drill, Plug Back or Deepen DATE 11/02/2012 PERMIT NO. 747080 Rule 37 Exception CASE NO. 0278126 Water Injection Permit PERMIT NO. Salt Water Disposal Permit PERMIT NO. Other PERMIT NO.			
26. Notice of Intention to Drill this well was filed in Name of APACHE CORPORATION							
27. Number of producing wells on this lease in this field (reservoir) including this well 5		28. Total number of acres in this lease 160.25					
29. Date Plug Back, Deepening, Workover or Drilling Operations: 11/15/2012		Commenced 11/25/2012		Completed 1498.0		30. Distance to nearest well, Same Lease & Reservoir	
31. Location of well, relative to nearest lease boundaries 265.0 Feet From North East Line of the E D BOOKS 2A 781.0 Feet from Lease							
32. Elevation (DF, RKB, RT, GR ETC.) 2669 GL				33. Was directional survey made other than inclination (Form W-12)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
34. Top of Pay 7485		35. Total Depth 10498		36. P. B. Depth 10280		37. Surface Casing Determined by: Field Rules <input type="checkbox"/> Recommendation of T.D.W.R. <input checked="" type="checkbox"/> Railroad Commission (Special) <input type="checkbox"/> Dt. of Letter 10/18/2011	
38. Is well multiple completion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
39. If multiple completion, list all reservoir names (completions in this well) and Oil Lease or Gas ID No. FIELD & RESERVOIR N/A				GAS ID or OIL LEASE #		Oil-0 Gas-G	Well #
40. Intervals Drilled by: Rotary Tools <input checked="" type="checkbox"/> Cable Tools <input type="checkbox"/>		41. Name of Drilling Contractor PERFORMANCE DRILLING CO				42. Is Cementing Affidavit Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
43. CASING RECORD (Report All Strings Set in Well)							
CASING SIZE	WT #/FT.	DEPTH SET	MULTISTAGE TOOL DEPTH	TYPE & AMOUNT CEMENT (sacks)	HOLE SIZE	TOP OF CEMENT	SLURRY VOL. cu. ft.
13 3/8	48.0	470		C 465	17 1/2	0	618.0
8 5/8	32.0	3247		C 850	11	150	1656.0
5 1/2	17.0	10498		H 1050	7 7/8	2463	2032.0

44. LINER RECORD				
Size	Top	Bottom	Sacks Cement	Screen
N/A				

45. TUBING RECORD			46. Producing Interval (this completion) Indicate depth of perforation or open hole	
Size	Depth Set	Packer Set	From	To
2 3/8	7385		7485	10160
			From	To
			From	To
			From	To

47. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.		
Depth Interval		Amount and Kind of Material Used
7485.0	7490.0	58,600 GAL SLICK WATER, 34,000 GAL 10# X-LINK GEL, WITH 87,100# 20/40 WHITE SAND
7611.0	7787.0	83,000 GAL. SLICK WATER & 48,000 GAL 10# X-LINK GEL, WITH 123,500# 20/40 WHITE SAND
8097.0	8376.0	46,500 GAL SLICK WATER, 29,000 GAL 10# X-LINK GEL & 73,125# 20/40 WHITE SAND
8403.0	8673.0	122,500 GAL USING 10# X-LINK & 91,750# 20/40 WHITE SAND
8708.0	9017.0	75,500 GAL USING 10# X-LINK & 72,500# 20/40 WHITE SAND
9269.0	9586.0	150,500 GAL USING 10# X-LINK & 84,938# 20/40 SLC SAND
9623.0	9851.0	58,000 GALS. 10# X-LINK GEL WITH 22,375# SLC 20/40 SAND
9890.0	10160.0	43,000 GALS. 10# X-LINK GEL WITH 16,500# SLC SAND
10280.0	10330.0	SET CIBP AT 10330 AND CEMENTED TO 10280
10373.0	10384.0	PUMP 1000 GALS OF 15% NEFE



48. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)			
Formations	Depth	Formations	Depth
WOLFCAMP	7190.0		
STRAWN	9617.0		
FUSSELMAN	10179.0		
REMARKS: N/A			

07.17.15

CERTIFICATE OF COMPLIANCE
 AND TRANSPORTATION AUTHORITY

This facsimile P-4 was generated electronically from data submitted to the RRC.
 A certification of the automated data is available in the RRC's Austin office.

Tracking No.: 72609

1. Field name exactly as shown on proration schedule SPRABERRY (TREND AREA)		2. Lease name as shown on proration schedule E D BOOKS 2A					
3. Current operator name exactly as shown on P-5 Organization Report APACHE CORPORATION		4. Operator P-5 no. 027200	5. Oil Lse/Gas ID no.	6. County GLASSCOCK	7. RRC district 08		
8. Operator address including city, state, and zip code ATTN JO SHIPMAN STE 3000 303 VETERANS AIRPARK LANE MIDLAND, TX 79705		9. Well no(s) (see instruction E) 15			11. Effective Date 01/18/2013		
		10. Classification <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Other (see instruction A)					
12. Purpose of Filing. (Complete section a or b below.) (See instructions B and G)							
a. Change of: <input type="checkbox"/> operator <input type="checkbox"/> oil or condensate gatherer <input type="checkbox"/> gas gatherer <input type="checkbox"/> gas purchaser <input type="checkbox"/> gas purchaser system code							
<input type="checkbox"/> field name from _____ <input type="checkbox"/> lease name from _____ --- OR ---							
b. New RRC Number for: <input checked="" type="checkbox"/> oil lease <input type="checkbox"/> gas well <input type="checkbox"/> other well (specify) _____							
Due to: <input checked="" type="checkbox"/> new completion or recompletion <input type="checkbox"/> reclass oil to gas <input type="checkbox"/> reclass gas to oil							
<input type="checkbox"/> consolidation, unitization, or subdivision (oil lease only)							
13. Authorized GAS WELL GAS or CASINGHEAD GAS Gatherer(s) and/or Purchaser(s). (See instruction G).							
Gatherer	Purchaser	Name of GAS WELL GAS or CASINGHEAD GAS Gatherer(s) or Purchaser(s) As Indicated in Columns to the Left (Attach an additional sheet in same format if more space is needed)			Purchaser's RRC Assigned System Code	Percent of Take	Full-well stream
X		APACHE CORPORATION(027200)				100.0	
	X	APACHE CORPORATION(027200)			0001	50.0	
	X	ATLAS PL MID-CONT. WESTTEX, LLC(036586)			0001	50.0	
14. Authorized OIL or CONDENSATE Gatherer(s). (See instruction G).							
Name of OIL or CONDENSATE Gatherer(s) - List Highest Volume Gatherer First (Attach an additional sheet in same format if more space is needed)							Percent of Take
PLAINS MARKETING, L.P.(667883)							50.0
SUNOCO PIPELINE L.P.(829627)							50.0
RRC USE ONLY: Reviewer's initials: _____ Approval date: _____							
15. PREVIOUS OPERATOR CERTIFICATION FOR CHANGE OF OPERATOR P-4 FILING. Being the PREVIOUS OPERATOR, I certify that operating responsibility for the well(s) designated in this filing, located on the subject lease has been transferred in its entirety to the above named Current Operator. I understand, as Previous Operator, that designation of the above named operator as Current Operator is not effective until this certificate is approved by the Commission.							
Name of Previous Operator _____				Signature _____			
Name (print) _____				<input type="checkbox"/> Authorized Employee of previous operator		<input type="checkbox"/> Authorized agent of previous operator (see instruction G)	
Title _____				Date _____		Phone with area code _____	
16. CURRENT OPERATOR CERTIFICATION. By signing this certificate as the Current Operator, I certify that all statements on this form are true and correct and I acknowledge responsibility for the regulatory compliance of the subject lease including plugging of well(s) pursuant to Rule 14. I further acknowledge that I assume responsibility for the physical operation, control, and proper plugging of each well designated in this filing. I also acknowledge that I will remain designated as the Current Operator until a new certificate designating a new Current Operator is approved by the Commission.							
Name (print) _____				Keisha Stark			
Regulatory Tech				<input checked="" type="checkbox"/> Authorized Employee of current operator		<input type="checkbox"/> Authorized agent of current operator (see instruction G)	
Title _____				Date _____		Phone with area code _____	
keisha.stark@apachecorp.com				04/30/2013		(432) 818-1000 EXT 1181	
E-mail Address (optional)				Date		Phone with area code	



Tracking No.: 72609

This facsimile L-1 was generated electronically from data submitted to the RRC.

Instructions

When to File Form L-1:

- with Forms G-1, W-2, and GT-1 for new and deepened gas, oil, and geothermal wells
- with Form W-3 for plugged dry holes
- when sending in a log which was held under a request for confidentiality and the period for confidentiality has not yet expired.

When is Form L-1 NOT required:

- with Forms W-2, G-1, and GT-1 filed for injection wells, disposal wells, water supply wells, service wells, re-test wells, re-classifications, and plugbacks of oil, gas or geothermal wells
- with Form W-3 for plugging of other than a dry hole

Where to File Form L-1:

- with the appropriate Commission district office

Filling out Form L-1:

- Section I and the signature section must be filled out for all wells
- complete only the appropriate part of Section II

Type of log required:

- any wireline survey run for the purpose of obtaining lithology, porosity, or resistivity information
- no more than one such log is required but it must be of the subject well
- if such log is NOT run on the subject well, do NOT substitute any other type of log; just select Section II, Part A below

SECTION I. IDENTIFICATION

Operator Name: APACHE CORPORATION	District No. 08	Completion Date: 01/18/2013
Field Name: SPRABERRY (TREND AREA)	Drilling Permit No. 747080	
Lease Name: E D BOOKS 2A	Lease/ID No.	Well No. 15
County: GLASSCOCK	API No. 42- 173-35280	

SECTION II. LOG STATUS (Complete either A or B)

A. BASIC ELECTRIC LOG NOT RUN

B. BASIC ELECTRIC LOG RUN. (Select one)

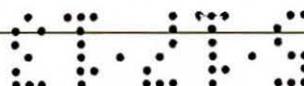
- 1. Confidentiality is requested and a copy of the header for each log that has been run on the well is attached.
- 2. Confidentiality already granted on basic electric log covering this interval (applicable to deepened wells only).
- 3. Basic electric log covering this interval already on file with Commission (applicable to deepened wells only).
- 4. Log attached to (select one):
 - (a) Form L-1 (this form). If the company/lease name on log is different from that shown in Section I, please enter name on log here: _____
Check here if attached log is being submitted after being held confidential.
 - (b) Form P-7, Application for Discovery Allowable and New Field Designation.
 - (c) Form W-4, Application for Multiple Completion:
Lease or ID No(s). _____
Well No(s). _____

Keisha Stark _____
Signature

Name (print)

Regulatory Tech _____
Title
(432) 818-1000 EXT 1181 _____ 04/30/2013
Phone Date

-FOR RAILROAD COMMISSION USE ONLY-





RAILROAD COMMISSION OF TEXAS

OIL AND GAS DIVISION

January 28, 2013

APACHE CORPORATION
ATTN: REGULATORY DEPARTMENT
2000 POST OAK BLVD STE 100
HOUSTON TX 77056

RE: **APPLICATION FOR EXCEPTION TO SWR 10**
LEASE: E D BOOKS 2A
WELL NO. 15
GLASSCOCK COUNTY, DISTRICT 08, TEXAS
API NO. 173-35280

FIELD NAME	FIELD NO.
SPRABERRY (TREND AREA)	85280300
GARDEN CITY, NW (STRAWN)	33997700

HYDROGEN SULFIDE RESTRICTION: NO

The Commission has approved your application to down-hole commingle production within the above-referenced wellbore from the SPRABERRY (TREND AREA); and GARDEN CITY, NW (STRAWN) fields in GLASSCOCK County, Texas. For allowable and reporting purposes, the well will be assigned to the **SPRABERRY (TREND AREA)** field. It will be necessary to have or obtain Commission authority to complete this well in each of the subject zones (Form W-1 approval). The effective date of this SWR 10 Exception is January 25, 2013. This exception to SWR 10 will expire if not used within two (2) years from the date of this permit. This expiration date is January 29, 2015.

Acreage assigned to the referenced well for allocation of allowable shall not be assigned to any other well or wells projected to or completed in the above-referenced fields; such duplicate assignment of acreage is not acceptable, provided, however, that this limitation shall not prevent the reformation of development or proration units so long as no duplicate assignment of acreage occurs, and further, that such reformation does not violate other conservation regulations.

The maximum daily allowable for the combined production will be limited to the top allowable for the **SPRABERRY (TREND AREA)** field and will become effective upon receipt of Form W-2 showing combined completion data and results of a 24-hour production test taken after the physical work of down hole commingling has been completed. Please indicate in "remarks" the reason for filing this report, giving date of Commission approval of this Rule 10 exception.



Should secondary recovery operations be initiated in either of these reservoirs, it may be necessary to segregate these zones. If surface-commingling authority has been granted, it may be necessary to amend or cancel this authority.

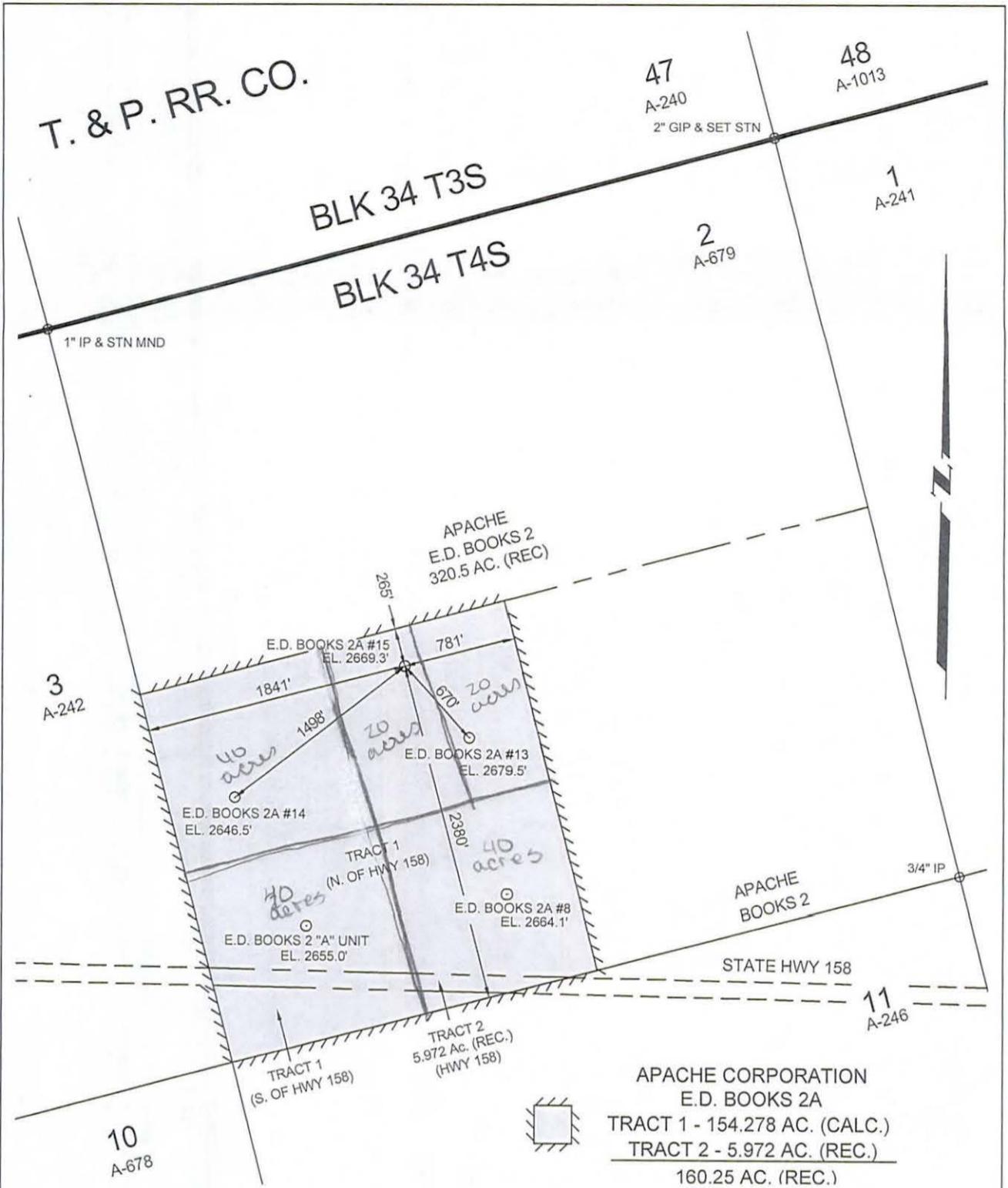
Permit conditions:

The completion report for the commingled well must indicate which perforations belong to which field. The Commission may also require a wellbore diagram to be filed with the completion report for the commingled well. If filed, the wellbore diagram must indicate which perforations belong to which field.

Note: The distribution of this document will be by E-MAIL ONLY. E-mail sent to keisha.stark@apachecorp.com.

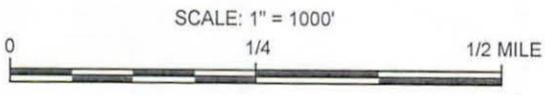
If you have any questions, you may contact the engineering unit in the Austin office at 512-475-2307.

51713



APACHE CORPORATION
 E.D. BOOKS 2A
 TRACT 1 - 154.278 AC. (CALC.)
 TRACT 2 - 5.972 AC. (REC.)
 160.25 AC. (REC.)

WELL COORDINATES					
WELL	SPC 27 X	SPC 27 Y	NAD27 LAT	NAD27 LON	ELEV.
E.D. BOOKS 2A #15	1637201.4	802851.5	31°52'07.955" N.	101°30'06.952" W.	2669.3'



DATUM: NAD27 - TEXAS CENTRAL ZONE (FT.)
 THIS PLAT IS PREPARED FOR TEXAS RAILROAD COMMISSION PERMITTING PURPOSES ONLY.
 NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR.
 I CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Albert E. Fuller

ALBERT E. FULLER
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4842
 3600 W. Baumann Midland, TX 79703
 Cell - (432) 559-6718
 Email - al@aefuller.com
 www.aefuller.com

APACHE CORPORATION	
E.D. BOOKS 2A #15	
2380' FSL & 1841' FWL	
SECTION 2, BLOCK 34, T-4-S	
T. & P. RR. CO. SURVEY, ABSTRACT A-679	
GLASSCOCK COUNTY, TEXAS	
REV. 10/01/2012	USGS QUAD: DEWEY LAKE SE, TX
N 74° W - 1.3 MI. FROM GARDEN CITY, TX	



COMPENSATED Z-DENSILOGSM
COMPENSATED NEUTRON LOG
DIGITAL SPECTRALOG[®]
GAMMA RAY LOG

FILE NO: MD10083	COMPANY WELL FIELD COUNTY	APACHE CORPORATION E.D. BOOKS 2A #15 SPRABERRY (TREND AREA) GLASSCOCK STATE TEXAS
API NO: 42-173-35280	Ver. 3.87 AL PRINT	LOCATION: 2380' FSL & 1841' FWL SEC 2, BLK 34 T-4-S T&P RR CO SURVEY, A-679
PERMANENT DATUM LOG MEASURED FROM DRILL MEAS. FROM	GL _____ ELEVATION 2669.3 FT KB _____ 19 FT ABOVE P.D. KELLY BUSHING	OTHER SERVICES DAL/GR DLL/GR
	ELEVATIONS: KB 2688.3 FT DF 2687.3 FT GL 2669.3 FT	

DATE	22-NOV-2012		
RUN	TRIP	1	1
SERVICE ORDER	623575		
DEPTH DRILLER	10498 FT		
DEPTH LOGGER	10499 FT		
BOTTOM LOGGED INTERVAL	10446 FT		
TOP LOGGED INTERVAL	200 FT		
LOGGING DRILLER	8.625 IN	3247 FT	0
CASING LOGGER	3242 FT		
BIT SIZE	7.875 IN		
TYPE OF FLUID IN HOLE	FRESH WATER GEL		
DENSITY	VISCOSITY	8.75 LB/G	42 S
PH	FLUID LOSS	10	8 C3
SOURCE OF SAMPLE	CIRCULATION TANK		
RM AT MEAS. TEMP.	1.38 OHMM	77 DEG	0
RMF AT MEAS. TEMP.	1.04 OHMM	77 DEG	0
RMC AT MEAS. TEMP.	1.73 OHMM	77 DEG	0
SOURCE OF RMF	RMC	CALCULATED	CALCULATED
RM AT BHT	1.16 OHMM	176.3 DEG	0
TIME SINCE CIRCULATION	10 HOURS		
MAX. RECORDED TEMP.	181.5 DEG		
EQUIP. NO.	LOCATION	HL-6734	MIDLAND
RECORDED BY	RAY ZHAO		
WITNESSED BY	H. JENKINS/S. HENSON		

IN MAKING INTERPRETATIONS OF LOGS OUR EMPLOYEES WILL GIVE CUSTOMER THE BENEFIT OF THEIR BEST JUDGEMENT. BUT SINCE ALL INTERPRETATIONS ARE OPINIONS BASED ON INFERENCES FROM ELECTRICAL OR OTHER MEASUREMENTS, WE CANNOT, AND WE DO NOT GUARANTEE THE ACCURACY OR CORRECTNESS OF ANY INTERPRETATION. WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, COST, DAMAGES, OR EXPENSES WHATSOEVER INCURRED OR SUSTAINED BY THE CUSTOMER RESULTING FROM ANY INTERPRETATION MADE BY ANY OF OUR EMPLOYEES.

BOREHOLE RECORD

BIT SIZE	FROM	TO
11 IN	0 FT	3247 FT
7.875 IN	3247 FT	10498 FT

CASING RECORD

SIZE	WEIGHT	GRADE	FROM	TO
8.625 IN	32 LB/F	J-55	0 FT	3247 FT
5.5 IN				

REMARKS

RUN 1 TRIP 1 : NAEL: 3,770 PPM
 CL: 2,292 PPM

BOREHOLE & CEMENT VOLUMES PRESENTED (TOTAL VOLUME LESS 5.5" CASING)
 1 SMALL TICK = 10 CU. FT.
 1 MEDIUM TICK = 100 CU. FT.
 1 LARGE TICK = 1000 CU. FT.

PORC & CNC RECORDED ON A LIMESTONE MATRIX
 CNC IS CASING AND CALIPER CORRECTED

CREW: D. ISIBOR, J. BECK
 RIG: PERFORMANCE 48



Cementer: Fill in shaded areas.
Operator: Fill in other items.

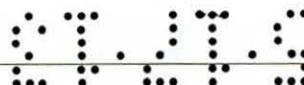
RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report) Apache Corporation	2. RRC Operator No. 027200	3. RRC District No. 08	4. County of Well Site Glasscock
5. Field Name (Wildcat or exactly as shown on RRC records) Spraberry (Trend Area)	6. API No. 42-173-35280	7. Drilling Permit No. 747080	
8. Lease Name ED BOOKS 2A	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 15

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		11/16/12					
13. • Drilled hole size		17 1/2"					
• Est. % wash or hole enlargement		100					
14. Size of casing (in. O.D.)		13 3/8"					
15. Top of liner (ft.)		—					
16. Setting depth (ft.)		470'					
17. Number of centralizers used		6					
18. Hrs. waiting on cement before drill-out		12					
1st Slurry	19. API cement used: No. of sacks ▶	465					
	Class ▶	C					
	Additives ▶	See Remarks					
2nd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶	618					
	Height (ft.) ▶	890'					
2nd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶	618					
	Height (ft.) ▶	890'					
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		Yes					

22. Remarks
Pump 465sx C + 2%CaCl₂ + 1/4ppsCello-flake.
Circulated 75sx to pit.



Cementer: Fill in shaded areas.
Operator: Fill in other items.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

Form W-15
Cementing Report
Rev. 4/1/83
483-045

1. Operator's Name (As shown on Form P-5, Organization Report) Apache Corporation	2. RRC Operator No. 027200	3. RRC District No. 08	4. County of Well Site Glasscock
5. Field Name (Wildcat or exactly as shown on RRC records) Spraberry Trend Area	6. API No. 42-173-35280	7. Drilling Permit No. 747080	
8. Lease Name Ed Books 2A	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 15

CASING CEMENTING DATA:	SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
			Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date		11/18/12				
13. • Drilled hole size		11"				
• Est. % wash or hole enlargement		30				
14. Size of casing (in. O.D.)		8 5/8"				
15. Top of liner (ft.)		—				
16. Setting depth (ft.)		3247				
17. Number of centralizers used		35				
18. Hrs. waiting on cement before drill-out		10.5				
1st Slurry	19. API cement used: No. of sacks ▶	600				
	Class ▶	50/50 Poz C				
	Additives ▶	See Remarks				
2nd Slurry	No. of sacks ▶	250				
	Class ▶	C				
	Additives ▶	1% CaCl ₂				
3rd Slurry	No. of sacks ▶					
	Class ▶					
	Additives ▶					
1st	20. Slurry pumped: Volume (cu. ft.) ▶	1326				
	Height (ft.) ▶	5216'				
2nd	Volume (cu. ft.) ▶	330				
	Height (ft.) ▶	1298'				
3rd	Volume (cu. ft.) ▶					
	Height (ft.) ▶					
Total	Volume (cu. ft.) ▶	1656				
	Height (ft.) ▶	6514'				
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?		No				
22. Remarks Lead w/600sx 50/50/10 Poz C +10%Gel + 5%Salt + 1/4ppsCelloflake, 2%C-41P. Tailed w/250sx C, 1%CaCl ₂ . Did not circulated .						



OVER ▶

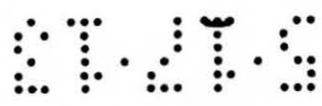
Cementer: Fill in shaded areas.
Operator: Fill in other items

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report) Apache Corporation	2. RRC Operator No. 027200	3. RRC District No. 08	4. County of Well Site Glasscock
5. Field Name (Wildcat or exactly as shown on RRC records) Spraberry (trend Area)	6. API No. 42-173-35280	7. Drilling Permit No. 747080	
8. Lease Name ED Books	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 2A-15

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date				11/25/2012			
13. ●Drilling hole size				7.875			
●Est. % wash or hole enlargement				30			
14. Size of casing (in. O.D.)				5.5			
15. Top of liner (ft.)				—			
16. Setting depth (ft.)				10.498			
17. Number of centralizers used				70			
18. Hrs. waiting on cement before drill-out				—			
1st Slurry	19. API cement used: No. of sacks ▶			400			
	Class ▶			50:50POZH			
	Additives ▶			Remarks			
2nd Slurry	No. of sacks ▶			650			
	Class ▶			TXI			
	Additives ▶			Remarks			
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶			1148			
	Height (ft.) ▶			6626			
2nd	Volume (cu. ft.) ▶			884			
	Height (ft.) ▶			5102			
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶			2032			
	Height (ft.) ▶			11728			
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?				No			

1st **10% D20+.2% D46+.125lb/sk+3lb/skD42+.6% D112+5% D44+.1% D208+.2% D65+.2% D201**
2nd **.3% D167+.2% D65+2% D174+.2% D46+.35% D13+.05% D208**



OVER →

CEMENTING TO PLUG AND ABANDON	I	#1	PLUG #2	PLUG #3	PLUG #4	I	#5	PLUG #6	PLUG #7	PLUG #8
23. Cementing date										
24. Size of hole or pipe plugged (in.)										
25. Depth to bottom of tubing or drill pipe (ft.)										
26. Sacks of cement used (each plug)										
27. Slurry volume pumped (cu. ft.)										
28. Calculated top of plug (ft.)										
29. Measured top of plug, if tagged (ft.)										
30. Slurry wt. (lbs/gal)										
31. Type cement										

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

David Grant, FS

Dowell Schlumberger

Name and title of cementer's representative

Cementing Company

Signature

32 E. Industrial Loop

Midland, Texas 79701

(432) 683-1887

25-Sep-12

Address

City, State, Zip Code

Tel.: Area Code Number

Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Kristina Agee
Typed or printed name of operator's representative

Drilling Tech
Title

K Agee
Signature

303 Veterans Airpark Ln. Suite 3000 Midland, TX. 79705
Address

City, State, Zip Code

432-818-1000
Tel.: Area Code Number

2/6/2013
Date: mo. day yr.

Instructions to Form W-15, Cementing Report

IMPORTANT: Operators and cementing companies must comply with the requirements of the Commission's State Rules 8 (Water Protection), 13 (Casing, Cementing, Drilling, and Completion), and 14 (Well Plugging). For offshore operations, see the requirements of Rule 13 (c).

A. **What to file.** An operator should file an original and one copy of the completed Form W-15 for each cementing company used on a well. The cementing of different casing strings on a well by one cementing company may be reported on one form. Form W-15 should be filed with the following:

- An initial oil or gas completion report, **Form W-2 or G-1**, as required by Statewide or special field rules;
- Form W-4, Application for Multiple Completion, if the well is a multiple parallel casing completion; and
- Form W-3, Plugging Record, unless the W-3 is signed by the cementing company representative. When reporting **dry holes**, operators must complete Form W-15, in addition to Form W-3, to show any casing cemented in the hole.

B. **Where to file.** The appropriate Commission District Office for the county in which the well is located.

C. **Surface casing.** An operator must set and cement sufficient surface casing to protect all usable-quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. **Centralizers.** Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. **Exceptions and alternative casing programs.** The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. **An operator must obtain approval of any exception before beginning casing and cementing operations.**

F. **Intermediate and production casing.** For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. **Plugging and abandoning.** Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

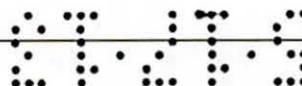
To plug and abandon a well, operators must use only cementers approved by the Director of Field Operations. Cementing companies, service companies, or

Cementer: Fill in shaded areas.
Operator: Fill in other areas.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division

1. Operator's Name (As shown on Form P-5, Organization Report) Apple Corporation	2. RRC Operator No. 027200	3. RRC District No. 08	4. County of Well Site Glasscock
5. Field Name (Wildcat or exactly as shown on RRC records) Spraberry (Trend Area)		6. API No. 42-173-35290	7. Drilling Permit No. 747080
8. Lease Name E.D. Books 2A	9. Rule 37 Case No.	10. Oil Lease/Gas ID No.	11. Well No. 15

CASING CEMENTING DATA:		SURFACE CASING	INTER-MEDIATE CASING	PRODUCTION CASING		MULTI-STAGE CEMENTING PROCESS	
				Single String	Multiple Parallel Strings	Tool	Shoe
12. Cementing Date							
13. • Drilled hole size							
•Est. % wash or hole enlargement							
14. Size of casing (in. O.D.)							
15. Top of liner (ft.)							
16. Setting depth (ft.)							
17. Number of centralizers used							
18. Hrs. waiting on cement before drill-out							
1st Slurry	19. API cement used: No. of sacks ▶						
	Class ▶						
	Additives ▶						
2nd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
3rd Slurry	No. of sacks ▶						
	Class ▶						
	Additives ▶						
1st	20. Slurry pumped: Volume (cu. ft.) ▶						
	Height (ft.) ▶						
2nd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
3rd	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
Total	Volume (cu. ft.) ▶						
	Height (ft.) ▶						
21. Was cement circulated to ground surface (or bottom of cellar) outside casing?							
22. Remarks							



CEMENTING TO PLUG AND ABANDON	PLUG # 1	PLUG # 2	PLUG # 3	PLUG # 4	PLUG # 5	PLUG # 6	PLUG # 7	PLUG # 8
23. Cementing date	1-2-13							
24. Size of hole or pipe plugged (in.)	5.5							
25. Depth to bottom of tubing or drill pipe (ft.)	10,498'							
26. Sacks of cement used (each plug)	2							
27. Slurry volume pumped (cu. ft.)	20'							
28. Calculated top of plug (ft.)	10280							
29. Measured top of plug, if tagged (ft.)								
30. Slurry wt. (lbs/gal)	16							
31. Type cement	H							

CEMENTER'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that the cementing of casing and/or the placing of cement plugs in this well as shown in the report was performed by me or under my supervision, and that the cementing data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers cementing data only.

Jeff Welch

Name and title of cementer's representative

Capitan

Cementing Company

Signature

Jeff Welch

12109 WCR 125

Address

Odessa Tx

City,

79765

State, Zip Code

432-561-9356

Tel.: Area Code Number

1-12-13

Date: mo. day yr.

OPERATOR'S CERTIFICATE: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have knowledge of the well data and information presented in this report, and that data and facts presented on both sides of this form are true, correct, and complete, to the best of my knowledge. This certification covers all well data.

Keisha Stark

Typed or printed name of operator's representative

Regulatory Tech

Title

KStark

Signature

303 Veterans Airpark Ln.

Address

Midland, TX 79705

City,

State, Zip Code

432-818-1000

Tel.: Area Code Number

5/14/2013

Date: mo. day yr.

Instructions to Form W-15, Cementing Report

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B. Where to file. The appropriate Commission District Office for the county in which the well is located.

C. Surface casing. An operator must set and cement sufficient surface casing to protect all usable quality water strata, as defined by the Texas Department of Water Resources, Austin. Before drilling a well in any field or area in which no field rules are in effect or in which surface casing requirements are not specified in the applicable rules, an operator must obtain a letter from the Department of Water Resources stating the protection depth. Surface casing should not be set deeper than 200 feet below the specified depth without prior approval from the Commission.

D. Centralizers. Surface casing must be centralized at the shoe, above and below a stage collar or diverting tool, if run, and through usable-quality water zones. In nondeviated holes, a centralizer must be placed every fourth joint from the cement shoe to the ground surface or to the bottom of the cellar. All centralizers must meet API specifications.

E. Exceptions and alternative casing programs. The District Director may grant an exception to the requirements of Statewide Rule 13. In a written application, an operator must state the reason for the requested exception and outline an alternate program for casing and cementing through the protection depth for strata containing usable-quality water. The District Director may approve, modify, or reject a proposed program. An operator must obtain approval of any exception before beginning casing and cementing operations.

F. Intermediate and production casing. For specific technical requirements, operators should consult Statewide Rule 13 (b) (3) and (4).

G. Plugging and abandoning. Cement plugs must be placed in the wellbore as required by Statewide Rule 14. The District Director may require additional cement plugs. For onshore or inland wells, a 10-foot cement plug must be placed in the top of the well, and the casing must be cut off three feet below the ground surface. All cement plugs, except the top plug, must have sufficient slurry volume to fill 100 feet of hole, plus ten percent for each 1,000 feet of depth from the ground surface to the bottom of the plug.

To plug and abandon a well, operators must be only cementers approved by the Director of Field Operations. Cementing companies, service companies, or operators can qualify as approved cementers by demonstrating that they are able to mix and pump cement in compliance with Commission rules and regulations.

INCLINATION REPORT		6. RRC District 8
(One Copy Must Be Filed With Each Completion Report)		(Oil Completions Only)
1. Field Name (as per AOG Records or Wildcat) SPRABERRY (TREND AREA)	2. LEASE NAME ED BOOKS 2A	8. Well Number 15
3. OPERATOR Apache Corporation		9. RRC Identification Number (Gas Completion Only)
4. ADDRESS 303 VETERAN AIRPORT LANE, SUITE 3000 MIDLAND, TX 79705		10. County GLASSCOCK
5. LOCATION Section 2, Blk 34, T4S T&P RR CO/CALVERLEY,S (A-679)		

RECORD OF INCLINATION

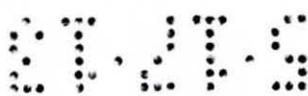
*11. Measured Depth (Feet)	12. Course Length (Hundreds of Feet)	*13. Angle Of Inclination (Degrees)	14. Displacement per Hundred Feet (Sine of Angle x 100)	15. Course Displacement (Feet)	16. Accumulative Displacement (Feet)
198	198	0.5	0.87	1.73	1.73
423	225	0.75	1.31	2.95	4.67
931	508	0.5	0.87	4.43	9.11
1401	470	1.00	1.75	8.20	17.31
1870	469	1	1.75	8.19	25.49
2309	439	1.25	2.18	9.58	35.07
2809	500	0.75	1.31	6.54	41.62
3236	427	0.50	0.87	3.73	45.34
3682	446	0.75	1.31	5.84	51.18
4151	469	0.5	0.87	4.09	55.27
4591	440	0.75	1.31	5.76	61.03
4842	251	0.25	0.44	1.10	62.13
5091	249	0.75	1.31	3.26	65.39
5341	250	1.25	2.18	5.45	70.84
5591	250	1.25	2.18	5.45	76.29
6065	474	1.5	2.62	12.41	88.70

- 17 Is any information shown on the reverse side of this form? Yes No
- 18 Accumulative total displacement of well bore at total depth 10459 Feet = 209.08 Feet
- *19 Inclination measurements were made in Tubing Casing Open Hole Drill Pipe
- 20 Distance from surface location of well to the nearest lease line 265 Feet.
- 21 Minimum distance to lease line as prescribed by field rules 467 Feet.
- 22 Was the subject well at any time intentionally deviated from the vertical in any manner whatsoever? NO
- (If the answer to the above question is "yes", attach written explanation of the circumstances.)

<p>INCLINATION DATA CERTIFICATION</p> <p>I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of the inclination data and facts placed on both sides of this form and that such data and facts are true, correct, and complete to the best of my knowledge. This certification covers all data as indicated by asterisks (*) by the item numbers on this form.</p> <p><i>[Signature]</i></p> <p>Signature of Authorized Representative</p> <p>Grumpy Farmer - President</p> <p>Name of Person and Title (type or print)</p> <p>Performance Drilling Co</p> <p>Name of Company</p> <p>Telephone: <u>601</u> Area Code <u>854-5661</u></p>	<p>Operator Certification</p> <p>I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this certification, that I have personal knowledge of all information in this report, and that all data presented on both sides of this form are true, correct, and complete to the best of my knowledge. This certification covers all data and information presented herein except inclination data as indicated by asterisks (*) by the item number on this form.</p> <p><i>[Signature]</i></p> <p>Signature of Authorized Representative</p> <p>Kristina Agee - Drilling Tech</p> <p>Name of Person and Title (type or print)</p> <p>APACHE CORPORATION</p> <p>Operator</p> <p>Telephone: <u>432</u> Area Code <u>818-1000</u></p>
---	--

Railroad Commission Use Only:
Approved By: _____ Title: _____ Date: _____

* Designates items certified by company that conducted the inclination surveys.



File No. MF110215
W-2 and attachments
173-35280
Date Filed: 6/27/13
Jerry Patterson, Commissioner
By MB Barnstone

OIL AND GAS DIVISION ORDER

Date: 04/04/2012

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

MF 110215
UNIT# 5436

01924301/00001.1
BOOKS ED #4-2A, #8-2A
ALL

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

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

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest(s) set out on the attached EXHIBIT A. The Payor shall pay all parties pursuant to applicable state statutes regarding accumulation of proceeds and the lease or operating agreement between the parties or any other contract for the purchase of oil and gas.

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

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

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

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

NOTICES: The Owner agrees to notify Payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on Payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to Payor at the time the change occurs.

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

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

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

SIGN AND RETURN COPY

WITNESS NAME

SIGNATURE OF INTEREST OWNER

WITNESS NAME

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

4326844404

COMMISSIONER OF THE GENERAL LAND O
0085439001

OWNER TELEPHONE NUMBER

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX, US 78701.



APACHE CORPORATION
OIL AND GAS DIVISION ORDER

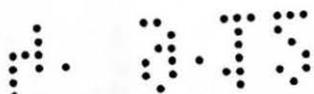
Property: 01924301/00001 BOOKS ED #4-2A, #8-2A ALL
State: TEXAS County/Parish: GLASSCOCK

Venture Number: 023432

<u>OWNER</u>	<u>INTEREST TYPE</u>	<u>EXC</u>	<u>INTEREST</u>	<u>EFF DATE</u>
0085439001 STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00745335	6/1/2011

Legal Description:

TX GLASSCOCK T&P RR CO ABST/ID# 679 Twsp 4S Blk 34 Sec 2 QQ SW



OIL AND GAS DIVISION ORDER

Date: 04/04/2012

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

MF 110215
UNIT# 5436

01924301/00001.1
BOOKS ED #4-2A, #8-2A
ALL

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

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

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

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

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

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

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

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

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

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

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

THIS COPY FOR YOUR FILE

WITNESS NAME

WITNESS NAME

SIGNATURE OF INTEREST OWNER

SOCIAL SECURITY OR TAX ID NUMBER

STATE OF TEXAS

4326844404

COMMISSIONER OF THE GENERAL LAND O

OWNER TELEPHONE NUMBER

0085439001

STEPHEN F AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN TX US 78701



APACHE CORPORATION
OIL AND GAS DIVISION ORDER

DATE: 4/4/2012

Property: 01924301/00001 BOOKS ED #4-2A, #8-2A ALL
State: TEXAS County/Parish: GLASSCOCK

Venture Number: 023432

<u>OWNER</u>	<u>INTEREST TYPE</u>	<u>EXC</u>	<u>INTEREST</u>	<u>EFF DATE</u>
0085439001 STATE OF TEXAS	(RI) - ROYALTY INTEREST	01	0.00745335	6/1/2011

Legal Description:

TX GLASSCOCK T&P RR CO ABST/ID# 679 Twsp 4S Blk 34 Sec 2 QQ SW



File No. 110215
DO

Date Filed: 4-9-12
Jerry E. Patterson, Commissioner

By Boyd

5
4
3
2



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

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.

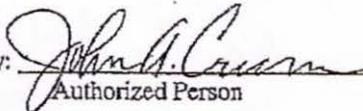
FOURTH: The merger is to become effective upon filing of this certificate.

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.

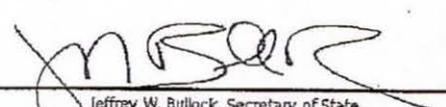
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

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. MF110215
Notice of Merger

Date Filed: 2-7-11

Jerry E. Patterson, Commissioner

By: JK