

MF112576

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF112576	56-030239		GLASSCOCK

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description HIGHWAY RIGHT-OF-WAY

Acres 7.606

Depth Below *Depth Above* *Depth Other*

Name APACHE CORP

Lease Date 5/3/2011

Primary Term 2 yrs

Bonus (\$) \$1,901.50

Rental (\$) \$0.00

Lease Royalty 0.2500

Leasing:

Analyst:

Maps:

GIS:

DocuShare:



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<u>Scanned sm 3/20/13</u>	

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 112576)
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 **Apache Corporation**, whose address is **303 Veterans Airpark Lane, Suite 3000, Midland, TX 79705** hereinafter called "Lessee".

1. Lessor, in consideration of **One Thousand Nine Hundred One 50/100 (\$ 1,901.50)** 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:

7.606 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 **7.606** 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 **two years, from May 3rd, 2011** 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 **1/4** 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 **1/4** 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 **1/4** 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 **1/4** 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 **\$ 5.00 per acre**. 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.

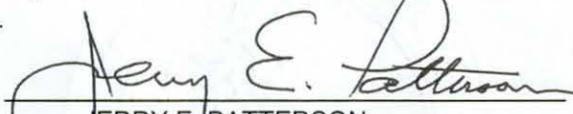
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

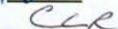
15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well 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: 

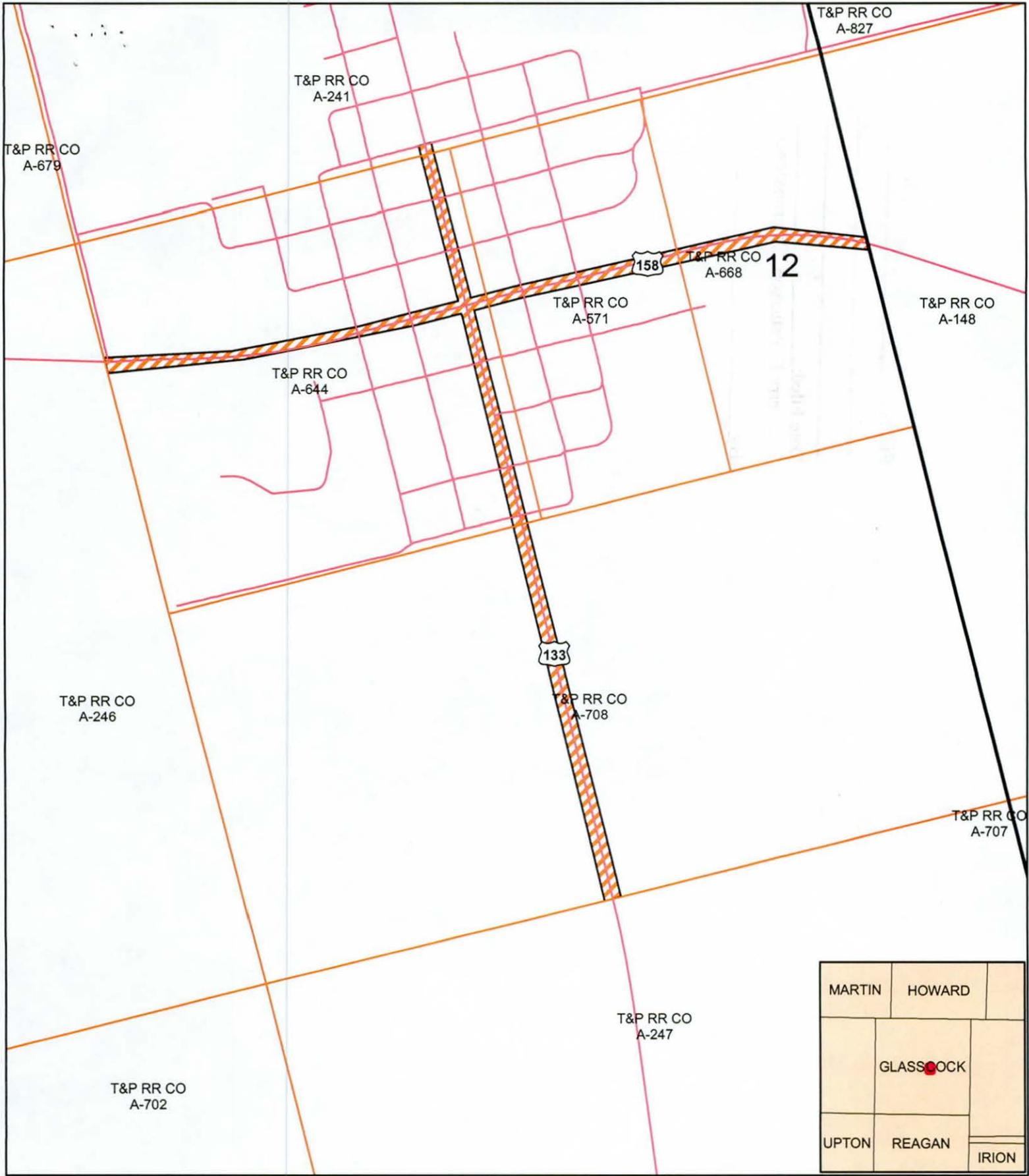
DC: 

CC: 

Exhibit "A"

3.786 acres, more or less, conveyed by Right of Way Deed from J.O. Bigby and wife, Tery Bigby, to the State of Texas on September 19, 1938, such track being more particularly described in said Right of Way Deed, recorded in Volume 47, Page 375 of the Deed Records of Glasscock County, Texas out of Section 12, Block 34, Township 4 South, T&P Ry. Co. Survey.

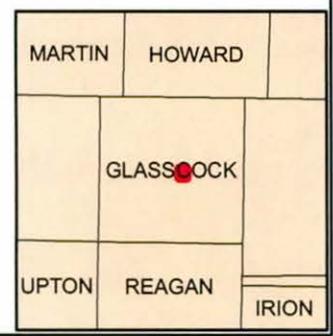
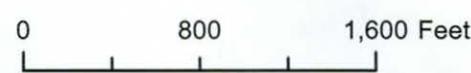
3.82 acres, more or less, conveyed by Right of Way Deed from Fred S. Ratliff and wife, Willie Ratliff, to the State of Texas on March 2, 1942, such tract being more particularly described in said Right of Way Deed, recorded in Volume 52, Page 12 of the Deed Records of Glasscock County, Texas out of Section 12, Block 34, Township 4 South, T&P Ry. Co. Survey.



A Map showing a Buffer
of State Hwy33 and SH 158
7.606 acres
Glasscock County



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



Map Compiled by
Zeke Guillen
IS/BAS/GIS

File No. MF 113576

Case

3/14/11

Date Filed:

Jerry E. Patterson, Commissioner

By





MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF _____

LESSEE Apache Corporation

Address 303 Veterans Airpark Drive, Suite 3000, Midland TX 79705

BONUS PER ACRE \$250⁰⁰ (Check for affidavit of consideration paid.)

TOTAL CONSIDERATION \$1,901⁵⁰ PAID? Yes No WHEN? _____

ROYALTY 1/4 TERM 2 years

DATE OF LEASE 5/11

SHUT IN ROYALTY PER ACRE \$5⁰⁰ TOTAL ACRES 7.606

COUNTY Glasscock

ROAD NAME SH-33 and SH-158

FULL DESCRIPTION [Abstract, Block, Township, Section]
Section 12, Block 34, T-4S, T&P Ry Co., Glasscock Co.

EXHIBIT FOR LEASE PROVIDED? Yes No [Do not write on Exhibit.]

PLAT PROVIDED? Yes No Put sticky note on correct plat with MF #, acres, highway name, county, & abstract number for Zeke.

Clip all adjoining leases together.

Clip all deeds together.

Give to Beverly to generate lease and docket.

File No. MF 112576

STO Memo

Date Filed: 3/14/11

Jerry E. Patterson, Commissioner

By [Signature]

2011-03-14 10:45 AM PST PE [unclear] [unclear]

DR Vol 5

COMMISSION EXPIRES MARCH 30, 1943

COUNTY AND CITY OF NEW YORK

THE STATE OF NEW YORK

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared George L. Burr, 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 5th day of February, 1942:

(SEAL)

Ann Manhan

Notary Public in and for New York County, State of New York

NOTARY PUBLIC, NEW YORK COUNTY

CLERK'S NO. 49, REGISTER'S NO. 3-M-186

COMMISSION EXPIRES MARCH 30, 1943

COUNTY AND CITY OF NEW YORK

THE STATE OF NEW YORK

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared David H. McAlpin, 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 4th day of February, 1942.

(SEAL)

Ann Manhan

Notary Public in and for New York County, State of New York

NOTARY PUBLIC, NEW YORK COUNTY

CLERK'S NO. 49, REGISTER'S NO. 3-M-186

COMMISSION EXPIRES MARCH 30, 1943

Filed for record March 9, 1942 at 5:00 o'clock P.M.

Recorded March 12, 1942 at 12:00 o'clock A.M.

Anna Lawrence
County Clerk, Glasscock County, Texas.

(FILE # 5436)

RIGHT-OF-WAY DEED

STATE OF TEXAS

COUNTY OF GLASSCOCK

KNOW ALL MEN BY THESE PRESENTS:

THAT we Fred Ratliff and wife, Willis Ratliff of the County of Glasscock, State of Texas, for and in consideration of the sum of Four Hundred Eighty and no/100 DOLLARS, to us in hand paid by the State of Texas, acting by and 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 the east one-half of the northeast one-quarter of Survey 12, Block 34, Township 4-South, T. & P. Ry. Co. Survey; Abstract No. 568 conveyed by J. H. Christie and wife, Zora Christie to Fred Ratliff by deed dated the 14th day of June 1928, and recorded in Volume 27 Page 172 of Deed Records of Glasscock County, Texas; said tract or parcel of land herein conveyed, being subject to:

(Important Note: If no liens, leases or easements exist, insert the word "None.")

lien(s) held by none (Name) (Address) easement(s) held by none (Name) (Address) lease(s) held by none (Name) (Address)

11412

and being more particularly described as follows, to-wit:

Being a strip of land 120 feet wide, 60 feet at right angles each side of the located center line of State Highway No. 158 from Station 11/61 to Station 25/49, the said located center line of State Highway No. 158 being described as follows:

Beginning at a point on the west line of said east one-half of the northeast one-quarter of Survey 12, said point being Station 11/61 and being North 14 deg. 43 Min. West 50 feet from the northeast corner of Block 45 of the town of Garden City, Texas;

Thence North 75 Deg. 17 Min. East 356.1 feet to the beginning of a 3 degree curve to the right whose radius is 1910 feet and whose central angle is 30 deg. 46 min.

Thence around said 3 deg. curve to the right a distance of 1031.9 feet to a point on the east line of said Survey 12, said point being Station 25/49 and being North 14 deg. 45 min. West 3885 feet from the Southeast corner of said Survey 12.

The tract of land herein conveyed contains 3.82 acres.

Reference is hereby made to the Right of Way Map of State Highway No. 158 recorded in the Deed Records of Glasscock County, Texas

TO HAVE AND TO HOLD the above described premises, together with all and singular the right and appurtenances thereto in any wise belonging, unto the said State of Texas and its assigns.

And we the said Fred Ratliff and wife, Willie Ratliff do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said State of Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed that the said Grantors herein 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 premises.

Witness our hands, this the 2 day of March, A.D. 1942.

Fred S. Ratliff

Willie Ratliff

THE STATE OF TEXAS,
COUNTY OF GLASSCOCK

Before me, C. M. Sparkman, County Judge in and for said County and State, on this day personally appeared Fred S. Ratliff, known to me (or proved to me on the oath of _____, a credible witness) 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 2 day of March 1942.

(SEAL)

C. M. Sparkman

County Judge in and for Glasscock County, Texas.

THE STATE OF TEXAS,
COUNTY OF GLASSCOCK

Before me, C. M. Sparkman, County Judge in and for said County and State, on this day personally appeared Mrs. Willie Ratliff, wife of Fred S. Ratliff, known to me (or proved to me on oath of _____, a credible witness) 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 Willie Ratliff, 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 2 day of March 1942.

AK 47 | 375

Witness my hand, this the 15 day of Oct., A. D. 1938.

A. S. Boone

STATE OF TEXAS, }
COUNTY OF MIDLAND }

Before me, the undersigned, a notary public in and for said county and State, on this day personally appeared Mrs. A. S. Boone, A widow 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 15th day of Oct. A. D. 1938.

(SEAL)

Hazel Animermon

Notary Public, Midland County, Texas.

Filed for record Jan. 23rd, 1938 at 2 o'clock P.M.

Recorded Jan. 28th, 1938 at 3 o'clock P.M.

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

(FILE # 3487)

RIGHT-OF-WAY DEED

STATE OF TEXAS }
COUNTY OF GLASSCOCK }

KNOW ALL MEN BY THESE PRESENTS:

THAT We, J. O. Bigby and wife, Tery Bigby of the County of Glasscock in the State of Texas, for and in consideration of the sum of FOUR HUNDRED 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 12, Block 34, Township 4-South, in the T. & P. Ry. Co. Survey, originally granted to Geo. W. Hysand by Patent 95, Vol. 14, Abstract 844, and being a part of a 22 acre tract conveyed to J. O. Bigby by W. W. Lay and recorded in Vol. 7, Page 77 of the Deed Records of Glasscock County, Texas, said tract of land being subject to lien or liens held by: NONE and being more particularly described as a strip of land 120 feet wide measured 60 feet each side of the located center line of State Highway 158 as shown in the Right-of-Way Map of said State Highway 158 filed with the County Records of Glasscock County, said center line being located as follows:

BEGINNING at Survey Station 1920 plus 44 on the located center line of Highway 158, a point in the West boundary line of Sec. 12, said point being 818 feet measured south along said west boundary line from the south right-of-way fence of the Garden City-Big Lake Road;

THENCE S. 89° 16' E. 510 feet to Survey Station 1925 plus 54;

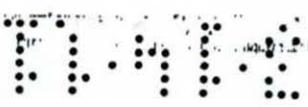
THENCE along a 1° 30' curve whose central angle is 15° 27' left for a distance of 864 feet to Survey Station 1934 plus 18, a point in the East boundary line of the said 22-acre tract of J. O. Bigby and the East boundary line of the town of Garden City; said point being 48.6 feet measured south along said boundary line from the north line of Currie Street.

The tract herein conveyed contains 3.785 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 J.O. BIGBY and wife, TERY BIGBY 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



5THGX

rights and hereditaments thereunto in anywise belonging unto the said State of Texas and its assigns;

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

Witness our hands, this the 19th day of September, A. D. 1938.

Tery Bigby
J. O. Bigby.

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

Before me, the undersigned authority, in and for said County and State, on this day personally appeared J. O. BIGBY, 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 19 day of September A. D. 1938.

(SEAL)

J. B. Calverley, County Clerk,
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 TERY BIGBY, wife of J. O. BIGBY, 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 TERY BIGBY 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 19 day of September A. D. 1938.

(SEAL)

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

Filed for record Jan. 23rd, 1938 at 2 o'clock P.M.

Recorded Jan. 28th, 1938 at 3:30 o'clock P.M.

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

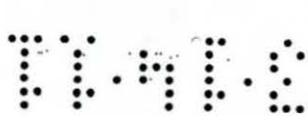
(FILE # 3488)

STATE HIGHWAY DEPARTMENT OF TEXAS
RIGHT-OF-WAY DEED

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Irma Wrage Hendrickson, individually and as Trustee for Louis A. Wrage, joined herein by my husband A. N. Hendrickson of the County of Midland in the State of Texas, for and in consideration of the sum of Two hundred one 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 the South Half of Section 16, Block 36, Township 3-South, in the T. & P. Ry. Co. Survey, originally granted to H. O. Wrage, (Patent not recorded), Abstract No. 1232, and being a part of a tract of 320 acres conveyed by F. M. Wagmon to H. C. Wrage by deed dated the 27th day of August, 1915 and recorded in



VERITAS 321 ENERGY PARTNERS, LP

P.O. BOX 173
 MIDLAND, TEXAS 79702
 (432) 682-4002
 (432) 684-4741 fax

OWNERSHIP REPORT

PROSPECT:	Deadwood	PREPARED BY:	Lyndsay Siegenthaler
COUNTY OF:	Glasscock	RECORD DATE:	
STATE OF:	Texas	REPORT DATE:	10/13/2008
		INDEX DATE:	
		Cursory Ownership	
		Leasehold Ownership	
		Mineral Ownership	X
		Surface Ownership	

DESCRIPTION: *The East Half of the NE/4 (E/2 NE/4) and the S/2 of Section 12, Block 34, T-4-S, T&P RR Co., **save and except** the 120 acre proration unit in the SE/4, more particularly described in the Pooling Agreement dated June 1, 1995, recorded in Vol. 321, Pg. 440, Deed Records, Glasscock Co., TX and **save and except** those certain 15 lots more particularly described in that certain OGL dated May 5, 1983, recorded in Vol. 205, Pg. 755, Deed Records, Glasscock Co.,*

SURFACE OWNER(S):	
PHONE NO.:	
TENANT:	



START OF REPORT

DESCRIPTION:

The East Half of the NE/4 (E/2 NE/4) and the S/2 of Section 12, Block 34, T-4-S, T&P RR Co., **save and except** the 120 acre proration unit in the SE/4, more particularly described in the Pooling Agreement dated June 1, 1995, recorded in Vol. 321, Pg. 440, Deed Records, Glasscock Co., TX and **save and except** those certain 15 lots more particularly described in that certain OGL dated May 5, 1983, recorded in Vol. 205, Pg. 755, Deed Records, Glasscock Co., Containing 238.96 acres.

NAME OF MINERAL OWNER	INTEREST	NET ACS	LEASEHOLD & EXP DATES
The Frost National Bank, Trustee for Account W00551200: The Grand Lodge of Texas for Masonic Home and School P.O. Box 1600 San Antonio, TX 78296-1400	0.5000000	119.4800000	LEASED TO MARINER ENERGY, INC. Date of OGL: 10/10/08 Term: 2 years Royalty: 1/4 Vol/Pg: 124/517 Lessor: The Frost National Bank, Trustee for Account W00551200 Lessee: Mariner Energy, Inc. Lands: All of Section 18, Block 33, T-4-S, T&P RR CO SY. Containing 649.03 acres more or less and The East Half of the NE/4 (E/2 NE/4) and the S/2 of Section 12, Block 34, T-4-S, T&P RR Co., save and except the 120 acre proration unit in the SE/4, more particularly described in the Pooling Agreement dated June 1, 1995, recorded in Vol. 321, Pg. 440, Deed Records, Glasscock Co., TX and save and except those certain 15 lots more particularly described in that certain OGL dated May 5, 1983, recorded in Vol. 205, Pg. 755, Deed Records, Glasscock Co., Containing 238.96 acres. Special Provisions: Vert./Horz. Pugh; 90 day CDC This lease is now owned as follows: Element Petroleum, LP 50.00% Mariner Energy, Inc. 50.00%
UT Law School Foundation FEIN# 74-6056794 P.O. Box 149090 Austin, TX 78714-9090 (512) 471-5151	0.5000000	119.4800000	LEASED TO LAREDO PETROLEUM, INC. Date of OGL: 9/24/2008 Term: 3 years Royalty: Memo Vol/Pg: 124/658 Lessor: University of Texas Law School Foundation Lessee: Laredo Petroleum, Inc. Lands: All of Section 18, Block 33, T-4-S, T&P RR CO SY. Containing 649.03 acres more or less and The East Half of the Northeast Quarter (E/2 NE/4) and the Southwest Quarter (SW/4), and the North-Half of the North-Half of the Southeast Quarter (N/2N/2SE/4) of Section 12 Block 34, T-4-S, T&P RR Co., save and except those certain 15 lots which are more particularly described in that certain Oil, Gas and Mineral Lease dated May 5, 1983, from RepublicBank, Dallas, NA, and Thelma B. Ratliff, Co-Trustees of the Ratliff Family Trust H, as Lessor and BTA Oil Producers, as lessee, recorded in Vol. 205, Pg. 755, Deed Records, Glasscock Co., Containing 238.97 acres. Special Provisions: This lease shall remain in force and effect during the primary term and for so long thereafter as oil and gas is being produced or drilled operations are being conducted either on the lease premises or land pooled.
TOTALS FOR MINERAL	1.0000000	238.96	

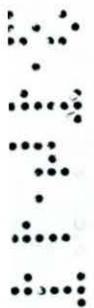
File No. MF112576

Deed

Date Filed: 3/14/11

Jerry E. Patterson, Commissioner

By [Signature]



OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-CC

Tract: 12/34/T4S-CC, A 80' by 150' Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 220/424. Containing .275482094 Acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	0.2754820	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	0.2754820	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-P

Tract: 12/34/T4S-P, A 300' by 150' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 7/214, containing 1.033057851 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	1.0330578	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	1.0330578	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-Q

Tract: 12/34/T4S-Q, A Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds as the Second Tract in Deed 7/214. Referred to as Tract Q on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	0.4820936	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	0.4820936	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-S

Tract: 12/34/T4S-S, A 208'8" by 208'8" Square Tract of land, out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in deed 27/346, containing one acre, more or less. Referred to as Tract S on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	1.0000000	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Leslie D. P.O. Box 184 Garden City, TX 79739	100.00000%	1.0000000	Allen, Leslie D. Lessee: Apache Corporation Oil and Gas Lease: 141/575 Expires: 2012-12-31 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B8/L12

Tract: GC 12.34.T4S B8/L12, All of Lot 12, Block 8 Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1606978 acres, more or less.



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Deceased, Lodusky	100.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Allen, Deceased, Lodusky	100.00000%	0.1606978	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B4/L12

Tract: GC 12.34.T4S B4/L12, Lot 12, Block 4, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Alvarado, Jaime P.O. Box 181 Garden City, TX 79739	100.00000%	0.1606978	Alvarado, Jaime Lessee: Apache Corporation Oil and Gas Lease: 139/791 Expires: 2012-11-20 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Alvarado, Jaime P.O. Box 181 Garden City, TX 79739	100.00000%	0.1606978	Alvarado, Jaime Lessee: Apache Corporation Oil and Gas Lease: 139/791 Expires: 2012-11-20 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-AA

Tract: 12/34/T4S-AA, A Tract of Land out of SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 7/536, Referred to as Tract AA on Plat. Containing 1.142332415 Acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Poole, Vicki Labbe 2503 Garden Grove Lane Wichita Falls, TX 76308	5.00000%	0.0571166	Poole, Vicki Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028	1.66667%	0.0190389	Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	5.00000%	0.0571166	LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Keever-Cariker Family Trust u/t/a dated March 22, 1996 4903 North Rim Drive Austin, TX 79731	50.00000%	0.5711662	Keever-Cariker Family Trust U/T/A Dated March 22, 1996 Lessee: Apache Corporation Oil and Gas Lease: 139/830 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	2.50000%	0.0285583	Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34663	2.50000%	0.0285583	Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	2.50000%	0.0285583	Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	5.00000%	0.0571166	Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	5.00000%	0.0571166	McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	8.33333%	0.0951943	McGregor, Johnny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/578 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.83333%	0.0095193	OPEN
Caudle, J. Mike P.O. Box 11108	5.00000%	0.0571166	OPEN



Midland, TX 79702			
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.83333%	0.0095193	OPEN
Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	2.50000%	0.0285583	Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	2.50000%	0.0285583	OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.83333%	0.0095193	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Poole, Vicki Labbe 2503 Garden Grove Lane Wichita Falls, TX 76308	0.00000%		Poole, Vicki Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028		0.0000000	Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	0.00000%		LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Keever-Cariker Family Trust u/t/a dated March 22, 1996 4903 North Rim Drive Austin, TX 79731	0.00000%		Keever-Cariker Family Trust U/T/A Dated March 22, 1996 Lessee: Apache Corporation Oil and Gas Lease: 139/830 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	0.00000%		Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34683	0.00000%		Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	0.00000%		Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	0.00000%		Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	0.00000%		McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	0.00000%		McGregor, Johnny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/578 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.00000%		OPEN
Caudle, J. Mike P.O. Box 11108 Midland, TX 79702	0.00000%		OPEN
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.00000%		OPEN
Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	0.00000%		Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	0.00000%		OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.00000%		OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B16/L5, 6

Tract: GC 12.34.T4S B16/L5, 6, All of Lots 5 and 6, Block 16 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Poole, Vicki Labbe	5.00000%	0.0160697	Poole, Vicki Labbe



2503 Garden Grove Lane Wichita Falls, TX 76308			Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028	1.66667%	0.0053566	Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	5.00000%	0.0160697	LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	2.50000%	0.0080348	Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34683	2.50000%	0.0080348	Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	2.50000%	0.0080348	Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	5.00000%	0.0160697	Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	5.00000%	0.0160697	McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	8.33333%	0.0267829	McGregor, Johnny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/578 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.83333%	0.0026782	OPEN
Caudle, J. Mike P.O. Box 11108 Midland, TX 79702	5.00000%	0.0160697	OPEN
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.83333%	0.0026782	OPEN
Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	2.50000%	0.0080348	Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	2.50000%	0.0080348	OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.83333%	0.0026782	OPEN
Mission Bautista Nueva Vida	50.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pooler, Vicki Labbe 2503 Garden Grove Lane Wichita Falls, TX 76308	0.00000%		Pooler, Vicki Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028	0.00000%		Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	0.00000%		LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	0.00000%		Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34683	0.00000%		Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	0.00000%		Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%



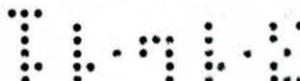
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	0.00000%		Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	0.00000%		McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	0.00000%		McGregor, Johnny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/578 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.00000%		OPEN
Caudle, J. Mike P.O. Box 11108 Midland, TX 79702	0.00000%		OPEN
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.00000%		OPEN
Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	0.00000%		Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	0.00000%		OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.00000%		OPEN
Mission Bautista Nueva Vida	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T48 B34/L2,4

Tract: GC 12.34.T48 B34/L2,4, All of Lots 2 and 4, Block 34 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Poole, Vicki Labbe 2503 Garden Grove Lane Wichita Falls, TX 76308	5.00000%	0.0160697	Poole, Vicki Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028	1.66667%	0.0053566	Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	5.00000%	0.0160697	LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	2.50000%	0.0080348	Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34683	2.50000%	0.0080348	Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	2.50000%	0.0080348	Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	5.00000%	0.0160697	Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	5.00000%	0.0160697	McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	8.33333%	0.0267829	McGregor, Johnny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/578 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.83333%	0.0026782	OPEN
Caudle, J. Mike P.O. Box 11108 Midland, TX 79702	5.00000%	0.0160697	OPEN
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.83333%	0.0026782	OPEN



Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	2.50000%	0.0080348	Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	2.50000%	0.0080348	OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.83333%	0.0026782	OPEN
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	50.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Poole, Vicki Labbe 2503 Garden Grove Lane Wichita Falls, TX 76308	0.00000%		Poole, Vicki Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/824 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Richbourg, Jerry and Judy 302 Cattail Creek Kerrville, TX 78028	0.00000%		Richbourg, Jerry and Judy Lessee: Apache Corporation Oil and Gas Lease: 141/75 Expires: 2012-12-30 Term: 3 Year 0 Month 25.00000%
LaFon, Neal A. 1475 Ward Creek Franktown, CO 80116	0.00000%		LaFon, Neal A. Lessee: Apache Corporation Oil and Gas Lease: 139/812 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Barrett, Kathy Jo 144 Thunderstruck Ridge Burnsville, NC 28714	0.00000%		Barrett, Kathy Jo Lessee: Apache Corporation Oil and Gas Lease: 139/839 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Hodge, Rosemary Ann 313 Crosswinds Drive Palm Harbour, FL 34663	0.00000%		Hodge, Rosemary Ann Lessee: Apache Corporation Oil and Gas Lease: 139/800 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Kohne, Janet Dee 8521 East Gobbler Drive Floral City, FL 34436	0.00000%		Kohne, Janet Dee Lessee: Apache Corporation Oil and Gas Lease: 139/809 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Backous, Cheryl Ann 3109 Roundrock Trail Plano, TX 75075	0.00000%		Backous, Cheryl Ann Lessee: Apache Corporation Oil and Gas Lease: 139/794 Expires: 2012-11-16 Term: 3 Year 0 Month 20.00000%
McLean, Barbara Labbe 1811 W. Missouri Ave. Midland, TX 79701	0.00000%		McLean, Barbara Labbe Lessee: Apache Corporation Oil and Gas Lease: 139/849 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
McGregor, Johnny W. and Mickie F. P. O. Box 430 Nemo, TX 77042-3622	0.00000%		McGregor, Jhny W. and Mickie F. Lessee: Apache Corporation Oil and Gas Lease: 141/878 Expires: 2012-12-14 Term: 3 Year 0 Month
Hillman, Jim P.O. Box 7112 Midland, TX 79708	0.00000%		OPEN
Caudle, J. Mike P.O. Box 11108 Midland, TX 79702	0.00000%	0.0000000	OPEN
Roca Resources Co. Inc. P.O. Box 1981 Midland, TX 79708	0.00000%		OPEN
Wells, Susan Lee 1131 Thirs Street North Safety Harbor, FL 33572	0.00000%	0.0000000	Wells, Susan Lee Lessee: Apache Corporation Oil and Gas Lease: 145/44 Expires: 2012-12-17 Term: 3 Year 25.00000%
Caudle, James P 3425 59th St. Lubbock, TX 79413	0.00000%		OPEN
Baxter, Kelly H. PO Box 11193 Midland, TX 79702	0.00000%		OPEN
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-V

Tract: 12/34/T4S-V, A 300' by 140' Tract of land out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds in Deed 257/214. Containing 0.9641873 acres, more or less. Referred to as

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bednar, James P.O. Box 262 Garden City, TX 79739	100.00000%	0.9641873	Bednar, James Lessee: Apache Corporation Oil and Gas Lease: 150/631 Expires: 2012-12-28 Term: 3 Year 25.00000%



SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bednar, James P.O. Box 262 Garden City, TX 79739	100.00000%	0.9641873	Bednar, James Lessee: Apache Corporation Oil and Gas Lease: 150/631 Expires: 2012-12-28 Term: 3 Year 25.00000%

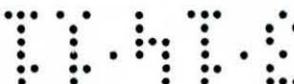
OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-K

Tract: 12/34/T4S-K, A Tract of Land containing 22 acres, more or less, out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, Save and Except a Tract of approximately 3.785 acres, more particularly described in Right of

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Clements, Billie Wynona 214 N. Lincoln Ave. Mansfield, MO 65704	10.00000%	1.8215000	OPEN
Holt, Pamela Kay 3856 S. 117th Rd Bolivar, MO 65613	5.00000%	0.9107500	OPEN
Bigby, James William 3852 S. 117th Rd Bolivar, MO 65613	5.00000%	0.9107500	OPEN
McCorquodale, James Wooten Box 453 Kingsland, TX 78639	10.00000%	1.8215000	OPEN
McCorquodale, Max Crouch 129 Loch Lomond Dr. San Angelo, TX 76901-8015	10.00000%	1.8215000	OPEN
Hanson, Shirley 5401 San Saba Midland, TX 79707	10.00000%	1.8215000	OPEN
Belmac, Inc. 7305 Winterwood Ln. Dallas, TX 75248	5.00000%	0.9107500	OPEN
McDaniel, Claude D. 7305 Winterwood Lane Dallas, TX 75248	5.00000%	0.9107500	OPEN
McDaniel, E. Ann P.O. Box 1627 Alpine, TX 79831	5.00000%	0.9107500	OPEN
Hanson, Bruce C. 3704 Co. Rd. 1184 Midland, TX 79706	10.00000%	1.8215000	OPEN
Powell, f.k.a Kellie L. P.O. Box 1765 Alpine, TX 79831	5.00000%	0.9107500	OPEN
Davis Family Trust, Trustee Audna Rose Davis Stull P.O. Box 2546 South Padre, TX 78597	6.66667%	1.2143339	Davis Family Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/785 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee P.O. Box 2546 South Padre, TX 78597	3.33333%	0.6071660	Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/785 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
George and Zylphia Family Trust 1029 Creek Run Kerrville, TX 78028	10.00000%	1.8215000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Clements, Billie Wynona 214 N. Lincoln Ave. Mansfield, MO 65704	10.00000%	1.8215000	OPEN
Holt, Pamela Kay 3856 S. 117th Rd Bolivar, MO 65613	5.00000%	0.9107500	OPEN
Bigby, James William 3852 S. 117th Rd Bolivar, MO 65613	5.00000%	0.9107500	OPEN
McCorquodale, James Wooten Box 453 Kingsland, TX 78639	10.00000%	1.8215000	OPEN
McCorquodale, Max Crouch 129 Loch Lomond Dr. San Angelo, TX 76901-8015	10.00000%	1.8215000	OPEN
Hanson, Shirley 5401 San Saba Midland, TX 79707	10.00000%	1.8215000	OPEN
Belmac, Inc. 7305 Winterwood Ln. Dallas, TX 75248	0.00000%	0.0000000	OPEN
McDaniel, Claude D. 7305 Winterwood Lane Dallas, TX 75248	6.66667%	1.2143339	OPEN
McDaniel, E. Ann P.O. Box 1627 Alpine, TX 79831	6.66667%	1.2143339	OPEN
Hanson, Bruce C. 3704 Co. Rd. 1184 Midland, TX 79706	10.00000%	1.8215000	OPEN
Powell, f.k.a Kellie L. McDaniel, Kellie L. P.O. Box 1765 Alpine, TX 79831	6.66667%	1.2143339	OPEN
Davis Family Trust, Trustee Audna Rose Davis Stull P.O. Box 2546	6.66667%	1.2143339	Davis Family Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation



South Padre, TX 78597

Oil and Gas Lease: 139/788
Expires: 2012-11-06
Term: 3 Year 0 Month
20.00000%

Frank Norman Davis Marital
Deduction Trust, Audna
Rose Davis Stull Trustee
P.O. Box 2546
South Padre, TX 78597

3.33333%

0.6071660

Frank Norman Davis Marital Deduction
Trust, Audna Rose Davis Stull Trustee
Lessee: Apache Corporation
Oil and Gas Lease: 139/785
Expires: 2012-11-06
Term: 3 Year 0 Month
20.00000%

George and Zylphia Family Trust
1029 Creek Run
Kerrville, TX 78028

10.00000%

1.8215000

OPEN

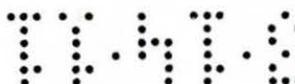
OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B22/L1-6,B33/L1-6

Tract: GC 12.34.T4S B22/L1-6,B33/L1-6, All of Lots 1-6, Block 22, and Lots 1-6, Block 33, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 1.9605142 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Clements, Billie Wynona 214 N. Lincoln Ave. Mansfield, MO 65704	10.00000%	0.1960514	OPEN
Holt, Pamela Kay 3856 S. 117th Rd Bolivar, MO 65613	5.00000%	0.0980257	OPEN
Bigby, James William 3852 S. 117th Rd Bolivar, MO 65613	5.00000%	0.0980257	OPEN
McCorquodale, James Wooten Box 453 Kingsland, TX 78639	10.00000%	0.1960514	OPEN
McCorquodale, Max Crouch 129 Loch Lomond Dr. San Angelo, TX 76901-8015	10.00000%	0.1960514	OPEN
Hanson, Shirley 5401 San Saba Midland, TX 79707	10.00000%	0.1960514	OPEN
Belmac, Inc. 7305 Winterwood Ln. Dallas, TX 75248	5.00000%	0.0980257	OPEN
McDaniel, Claude D. 7305 Winterwood Lane Dallas, TX 75248	5.00000%	0.0980257	OPEN
McDaniel, E. Ann P.O. Box 1627 Alpine, TX 79831	5.00000%	0.0980257	OPEN
Hanson, Bruce C. 3704 Co. Rd. 1184 Midland, TX 79706	10.00000%	0.1960514	OPEN
Powell, f.k.a Kellie L. McDaniel, Kellie L. P.O. Box 1765 Alpine, TX 79831	5.00000%	0.0980257	OPEN
Davis Family Trust, Trustee Audna Rose Davis Stull P.O. Box 2546 South Padre, TX 78597	6.66667%	0.1307010	Davis Family Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/788 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee P.O. Box 2546 South Padre, TX 78597	3.33333%	0.0653505	Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/785 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
George and Zylphia Family Trust 1029 Creek Run Kerrville, TX 78028	10.00000%	0.1960514	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Clements, Billie Wynona 214 N. Lincoln Ave. Mansfield, MO 65704	10.00000%	0.1960514	OPEN
Holt, Pamela Kay 3856 S. 117th Rd Bolivar, MO 65613	5.00000%	0.0980257	OPEN
Bigby, James William 3852 S. 117th Rd Bolivar, MO 65613	5.00000%	0.0980257	OPEN
McCorquodale, James Wooten Box 453 Kingsland, TX 78639	10.00000%	0.1960514	OPEN
McCorquodale, Max Crouch 129 Loch Lomond Dr. San Angelo, TX 76901-8015	10.00000%	0.1960514	OPEN
Hanson, Shirley 5401 San Saba Midland, TX 79707	10.00000%	0.1960514	OPEN
Belmac, Inc. 7305 Winterwood Ln. Dallas, TX 75248	0.00000%	0.0000000	OPEN
McDaniel, Claude D. 7305 Winterwood Lane Dallas, TX 75248	6.66667%	0.1307010	OPEN
McDaniel, E. Ann P.O. Box 1627 Alpine, TX 79831	6.66667%	0.1307010	OPEN



Hanson, Bruce C. 3704 Co. Rd. 1184 Midland, TX 79706	10.00000%	0.1960514	OPEN
Powell, f.k.a Kellie L. McDaniel, Kellie L. P.O. Box 1765 Alpine, TX 79831	6.66667%	0.1307010	OPEN
Davis Family Trust, Trustee Audna Rose Davis Stull P.O. Box 2546 South Padre, TX 78597	6.66667%	0.1307010	Davis Family Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/788 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee P.O. Box 2546 South Padre, TX 78597	3.33333%	0.0653505	Frank Norman Davis Marital Deduction Trust, Audna Rose Davis Stull Trustee Lessee: Apache Corporation Oil and Gas Lease: 139/785 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
George and Zylphia Family Trust 1029 Creek Run Kerrville, TX 78028	10.00000%	0.1960514	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/L2,3,10

Tract: GC 12.34.T4S B12/L2,3,10, All of Lots 2, 3 and 10, Block 12 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B25/L9-12

Tract: GC 12.34.T4S B25/L9-12, All of Lots 9-12, Block 25, Original Town of Garden City, being further described as 1st, 2nd, 3rd and 4th Lots East of the South West Corner of Block 25, Per Plat recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.2984389	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.2984389	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L5,6

Tract: GC 12.34.T4S B39/L5,6, All of Lots 5 and 6, Block 39 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B43/L1-9

Tract: GC 12.34.T4S B43/L1-9, All of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 43, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.4807162 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	1.4807162	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Books, Edith P.O. Box 2069 Athens, TX 75751	100.00000%	1.4807162	OPEN

OWNERSHIP REPORT



Project: 80025 APA-DW
Tract: GC 12.34.T4S B10/L5-6

Tract: GC 12.34.T4S B10/L5-6, All of Lots 5 and 6, Block 10, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Broad, E.J.	100.00000%	0.3213957	OPEN

Tarrant County, TX

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Broad, E.J.	10.00000%	0.0321396	OPEN

Tarrant County, TX

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B29/L7-9

Tract: GC 12.34.T4S B29/L7-9, All of Lots 7-9, Block 29 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Alton Dean and Claudia May P.O. Box 171 Garden City, TX 79705	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Alton Dean and Claudia May P.O. Box 171 Garden City, TX 79705	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B28/L1-6

Tract: GC 12.34.T4S B28/L1-6, All of Lots 1-6, Block 28 Original Town Garden City as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Life Estate, M.E.	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Life Estate, M.E.	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B33/7-12

Tract: GC 12.34.T4S B33/7-12, All of Lots 7-12, Block 33, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Life Estate, M.E.	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Brown, Life Estate, M.E.	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/L11

Tract: GC 12.34.T4S B12/L11, All of Lot 11, Block 12, Original Town of Garden City as described on plat recorded Book 4, Page 320 Deed Records of Glasscock County Clerk's Office. Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

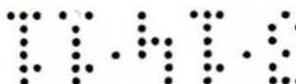
Harris, Ruth Akin 50.00000% 0.0803489 OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

Harris, Ruth Akin 50.00000% 0.0803489 OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B29/L10



Tract: GC 12.34.T4S B29/L10, All of Lot 10, Block 29 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County, Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

Harris, Ruth Akin	50.00000%	0.0803489	OPEN
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SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

Harris, Ruth Akin	50.00000%	0.0803489	OPEN
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OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B34/L1

Tract: GC 12.34.T4S B34/L1, All of Lot 1, Block 34 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County, Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

Harris, Ruth Akin	50.00000%	0.0803489	OPEN
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SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Bryant, Gladys Akin	50.00000%	0.0803489	OPEN

Harris, Ruth Akin	50.00000%	0.0803489	OPEN
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OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B35/L3-12

Tract: GC 12.34.T4S B35/L3-12, All of Lots 3-12, Block 35, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Containing 1.6069788 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	50.00000%	0.8034894	OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	50.00000%	0.8034894	CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	100.00000%	1.6069788	OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	0.00000%		CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B36/L1-12

Tract: GC 12.34.T4S B36/L1-12, All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 36, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas, Containing 1.9283746 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	50.00000%	0.9641873	OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	50.00000%	0.9641873	CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	100.00000%	1.9283746	OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	0.00000%		CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B37/L4-12



Tract: GC 12.34.T4S B37/L4-12, All of Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 37, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.4462809 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	50.00000%	0.7231404	OPEN

Chaney, William Fred
7108 ECR 110
Midland, TX 79706

50.00000% 0.7231404 CHANEY, WILLIAM FRED
Lessee: Apache Corporation
Oil and Gas Lease: 155/105
Expires: 2013-10-20
Term: 3 Year 0 Month
25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	100.00000%	1.4462809	OPEN

Chaney, William Fred
7108 ECR 110
Midland, TX 79706

0.00000% CHANEY, WILLIAM FRED
Lessee: Apache Corporation
Oil and Gas Lease: 155/105
Expires: 2013-10-20
Term: 3 Year 0 Month
25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B46-48

Tract: GC 12.34.T4S B46-48, All of Blocks 46, 47 and 48, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 6.0583103 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	50.00000%	3.0291551	OPEN

Chaney, William Fred
7108 ECR 110
Midland, TX 79706

50.00000% 3.0291551 CHANEY, WILLIAM FRED
Lessee: Apache Corporation
Oil and Gas Lease: 155/105
Expires: 2013-10-20
Term: 3 Year 0 Month
25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Calverley, Joe Melanie	100.00000%	6.0583103	OPEN

Chaney, William Fred
7108 ECR 110
Midland, TX 79706

0.00000% 0.000000 CHANEY, WILLIAM FRED
Lessee: Apache Corporation
Oil and Gas Lease: 155/105
Expires: 2013-10-20
Term: 3 Year 0 Month
25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B45/L1-12

Tract: GC 12.34.T4S B45/L1-12, All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 45, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9972451 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carr, W.E. 3937 NW 58th Ter Oklahoma, OK 73112	100.00000%	1.9972451	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carr, W.E. 3937 NW 58th Ter Oklahoma, OK 73112	100.00000%	1.9972451	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-O

Tract: 12/34/T4S-O, A 300' by 150' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 7/150, containing 1.033057851 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carter, Marion G. 451 Hilliger Big Spring, TX 79720	100.00000%	1.0330578	CARTER, MARION G. Lessee: Apache Corporation Oil and Gas Lease: 139/842 Expires: 2012-11-10 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carter, Marion G. 451 Hilliger Big Spring, TX 79720	100.00000%	1.0330578	CARTER, MARION G. Lessee: Apache Corporation Oil and Gas Lease: 139/842 Expires: 2012-11-10 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-R

Tract: 12/34/T4S-R, A Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds as the Second Tract in Deed 7/396. Referred to as Tract R on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carter, Marion G. 451 Hilliger Big Spring, TX 79720	100.00000%	0.4820936	CARTER, MARION G. Lessee: Apache Corporation Oil and Gas Lease: 139/842



Expires: 2012-11-10
Term: 3 Year 0 Month
20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Carter, Marion G. 451 Hilliger Big Spring, TX 79720	100.00000%	0.4820936	CARTER, MARION G. Lessee: Apache Corporation Oil and Gas Lease: 139/842 Expires: 2012-11-10 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L11-16,18-23

Tract: GC 12.34.T4S B24/L11-16,18-23, All of Lots 11-16 and 18-23, in Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.9527089 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	0.00000%		OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	100.00000%	0.9527089	CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.9527089	OPEN

Chaney, William Fred 7108 ECR 110 Midland, TX 79706	0.00000%		CHANEY, WILLIAM FRED Lessee: Apache Corporation Oil and Gas Lease: 155/105 Expires: 2013-10-20 Term: 3 Year 0 Month 25.00000%
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OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B29/L1-2

Tract: GC 12.34.T4S B29/L1-2, All of Lots 1 and 2, Block 29, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B3/L9-12

Tract: GC 12.34.T4S B3/L9-12, Lots 9-12, Block 3, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.6427915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B4/L10-11

Tract: GC 12.34.T4S B4/L10-11, Lots 10, 11, Block 4, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Colunga, Arturo P.O. Box 4 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L2,3

Tract: GC 12.34.T4S B39/L2,3, All of Lots 2 and 3, Block 39 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Crow, J.H.	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Crow, J.H.	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-W

Tract: 12/34/T4S-W, A 50' by 140' Tract of Land out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County. More particularly described by metes and bounds in deed 130/54. Containing 0.1606978 acres, more or less. Referred to as

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Keith, Phineas Lee 120 Laure St. San Francisco, CA 94112	14.28571%	0.0229568	Keith, Phineas Lee Lessee: Apache Corporation Oil and Gas Lease: 139/806 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Cunningham, Phelps M 921 Sunset Garden Lane Apt. 1 Simi Valley, CA 93063	14.28571%	0.0229568	Cunningham, Phelps M. Lessee: Apache Corporation Oil and Gas Lease: 139/797 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Cunningham, Charles V 5306 Spinnaker Way Mineral . VA 23117	14.28571%	0.0229568	Cunningham, Charles V. Lessee: Apache Corporation Oil and Gas Lease: 140/34 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Cunningham, Dale 4559 Cochran St. Apt. 247 Simi Valley, CA 93063	14.28571%	0.0229568	Cunningham, Dale Lessee: Apache Corporation Oil and Gas Lease: 139/845 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Scardaci, Sarah 3664 Sun View Way Concord, CA 94520	14.28571%	0.0229568	OPEN
Keith, Emma	14.28571%	0.0229568	Keith, Emma Lessee: Apache Corporation Oil and Gas Lease: 139/803 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Estate of Cunningham, Arnison J.	14.28571%	0.0229568	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Keith, Phineas Lee 120 Laure St. San Francisco, CA 94112	0.00000%	0.0000000	Keith, Phineas Lee Lessee: Apache Corporation Oil and Gas Lease: 139/806 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Cunningham, Phelps M 921 Sunset Garden Lane Apt. 1 Simi Valley, CA 93063	0.00000%		Cunningham, Phelps M. Lessee: Apache Corporation Oil and Gas Lease: 139/797 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Cunningham, Charles V 5306 Spinnaker Way Mineral . VA 23117	0.00000%		Cunningham, Charles V. Lessee: Apache Corporation Oil and Gas Lease: 140/34 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Cunningham, Dale 4559 Cochran St. Apt. 247 Simi Valley, CA 93063	0.00000%		Cunningham, Dale Lessee: Apache Corporation Oil and Gas Lease: 139/845 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Scardaci, Sarah 3664 Sun View Way Concord, CA 94520	0.00000%		OPEN
Keith, Emma	0.00000%		Keith, Emma Lessee: Apache Corporation Oil and Gas Lease: 139/803 Expires: 2012-11-18 Term: 3 Year 0 Month 20.00000%
Estate of Cunningham, Arnison J.	14.28571%	0.0229568	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/L4-6

Tract: GC 12.34.T4S B12/L4-6, All of Lots 4, 5 and 6, Block 12 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cunningham, Jr., James R 3145 Powhatan Ct. Southlake, TX 76092	100.00000%	0.4820936	CUNNINGHAM, JAMES R. JR. Lessee: Apache Corporation Oil and Gas Lease: 138/735 Expires: 2012-10-22 Term: 3 Year 0 Month 20.00000%



SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cunningham, Jr., James R 3145 Powhatan Ct. Southlake, TX 76092	100.00000%	0.4820936	CUNNINGHAM, JAMES R. JR. Lessee: Apache Corporation Oil and Gas Lease: 138/735 Expires: 2012-10-22 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B30/L7

Tract: GC 12.34.T4S B30/L7, All of Lot 7, Block 30, being further described as The Southwest Quarter (SW/4) of Block 30, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3879706 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Bryan Keith P.O. Box 122 Garden City, TX 79739	100.00000%	0.3879706	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Bryan Keith P.O. Box 122 Garden City, TX 79739	100.00000%	0.3879706	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B17/L13-15

Tract: GC 12.34.T4S B17/L13-15, All of Lots 13-15 Original Black Figures, Block 17, as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Further described as the Northwest Quarter (NW/4) of Block 17. Containing 0.5165289 acres.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Donald P.O. Box 252 Garden City, TX 79730	100.00000%	0.5165289	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Donald P.O. Box 252 Garden City, TX 79730	100.00000%	0.5165289	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B17/L4-12

Tract: GC 12.34.T4S B17/L4-12, All of Lots 4-12 Original Black Figures, Block 17, Original Town of Garden City, Texas, as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County, further described as being the 4th through 12th Lots from

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Riley, Glenn Joe 111 S. Greenfield Rd. Apt. 657 Mesa, AZ 85206	75.00000%	0.5810949	Riley, Glenn Joe Lessee: Apache Corporation Oil and Gas Lease: 141/366 Expires: 2012-12-15 Term: 3 Year 0 Month 25.00000%
Cypert, James and Nita P.O. Box 63 Garden City, TX 79739	25.00000%	0.1936983	Cypert, James and Nita Lessee: Apache Corporation Oil and Gas Lease: 141/360 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Riley, Glenn Joe 111 S. Greenfield Rd. Apt. 657 Mesa, AZ 85206	0.00000%		Riley, Glenn Joe Lessee: Apache Corporation Oil and Gas Lease: 141/366 Expires: 2012-12-15 Term: 3 Year 0 Month 25.00000%
Cypert, James and Nita P.O. Box 63 Garden City, TX 79739	100.00000%	0.7747933	Cypert, James and Nita Lessee: Apache Corporation Oil and Gas Lease: 141/360 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B27/L9-12

Tract: GC 12.34.T4S B27/L9-12, All of Lots 9-12, Block 27 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, James and Nita P.O. Box 63 Garden City, TX 79739	100.00000%	0.6427915	Cypert, James and Nita Lessee: Apache Corporation Oil and Gas Lease: 141/360 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, James and Nita P.O. Box 63 Garden City, TX 79739	100.00000%	0.6427915	Cypert, James and Nita Lessee: Apache Corporation Oil and Gas Lease: 141/360 Expires: 2012-12-03 Term: 3 Year 0 Month



25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B25/L1-2

Tract: GC 12.34.T4S B25/L1-2, All of Lots 1-2 also described as Lots 18 and 19 in Red Figures on Plat, Original Town of Garden City, Texas. Being further described as The 1st and 2nd Lots West of the South East Corner of Block 25. Plat recorded Volume 1, Page 1

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	50.00000%	0.0895316	OPEN
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	0.00000%		Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	50.00000%	0.0895316	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	0.00000%		OPEN
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	100.00000%	0.1790633	Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	0.00000%		OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B25/L13-18

Tract: GC 12.34.T4S B25/L13-18, All of Lots 13-18 Printed Figures also known as Lots 2-7 Written in Black Ink on Plat, Block 25, and being further described as the North West Quarter of Block 25, Original Town of Garden City, Texas, Plat

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	100.00000%	0.4820936	Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	100.00000%	0.4820936	Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B25/L3-7

Tract: GC 12.34.T4S B25/L3-7, All of Lots 3-7 Printed Figures also described as Lots 13-17 Red Figures on plat, Original Town of Garden City, Texas, being further described as the 3rd, 4th, 5th, 6th and 7th Lots West of the South East Corner of Block 25. Plat

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	100.00000%	0.3730486	Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Cypert, Jr., James T. P.O. Box 63 Garden City, TX 79739	100.00000%	0.3730486	Cypert, Jr., James T. Lessee: Apache Corporation Oil and Gas Lease: 141/78 Expires: 2012-12-03 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B28/L7-12

Tract: GC 12.34.T4S B28/L7-12, All of Lots 7-12, Block 28 Original Town of Garden City as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Davis, Mrs. Samantha	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Davis, Mrs. Samantha	100.00000%	0.9641873	OPEN



OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B15/L1-3, 9-10

Tract: GC 12.34.T4S B15/L1-3, 9-10, All of Lots 1, 2, 9, 10 and the North Half (N/2) of 3, Block 15 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.7231409 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: E.D.B. Ltd., A Texas L.P. GP Brenda Cook Ni, 100.00000%, 0.7231409, OPEN.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: E.D.B. Ltd., A Texas L.P. GP Brenda Cook Ni, 100.00000%, 0.7231409, OPEN.

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B10/L11-12

Tract: GC 12.34.T4S B10/L11-12, All of Lots 11 and 12, Block 10 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3213957 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Elam, W.C., 100.00000%, 0.3213957, OPEN.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Elam, W.C., 100.00000%, 0.3213957, OPEN.

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-Z

Tract: 12/34/T4S-Z, A 22.5 Acre Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, Save and Except: Tract X described in Deed 168/602, Tract DD Described in Deed 169/649, Tract BB Described in Deed 252/136, Tract Described in Deed 290/84, Containing 16.93 Acres, more or less. Referred to as Tract Z on Plat.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Rows include Gilstrap, Mary Kathryn (33.33333%, 5.6433328, OPEN), Finn, Patricia T. Smith (33.33333%, 5.6433333, OPEN), and Halfman, Tammy J. (33.33333%, 5.6433333, OPEN).

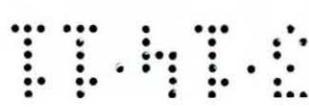
Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Rows include Gilstrap, Mary Kathryn (0.00000%, 0.0000000, OPEN), Finn, Patricia T. Smith (0.00000%, 0.0000000, OPEN), and Halfman, Tammy J. (0.00000%, 0.0000000, OPEN).

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B13/L11-12

Tract: GC 12.34.T4S B13/L11-12, All of Lots 11 and 12, Block 13, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Rows include Gilstrap, Mary Kathryn (11.11111%, 0.0357106, OPEN), Finn, Patricia T. Smith (11.11111%, 0.0357106, OPEN), Halfman, Tammy J. (11.11111%, 0.0357106, OPEN), Hester, Norma Jean (16.66667%, 0.0535659, OPEN), Underwood, William Charles (12.50000%, 0.0401744, OPEN), Pinborough, Jan Ann (12.50000%, 0.0401744, OPEN), and Underwood-Fryer, Mary Kay (12.50000%, 0.0401744, OPEN).



Term: 3 Year 0 Month
20.00000%

Gerrard, Rosanne
2792 Morgan Dr.
Salt Lake City, UT 84124

12.50000% 0.0401744 OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	11.111111%	0.0357106	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland, TX 79705	11.111111%	0.0357106	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	11.111111%	0.0357106	OPEN
Hester, Norma Jean P.O. Box 38 Garden City, TX 79739	16.66667%	0.0535659	OPEN
Underwood, William Charles P.O. Box 51888 Midland, TX 79708	12.50000%	0.0401744	OPEN
Pinborough, Jan Ann 3810 Terrace Heights Salt Lake City, UT 84109	12.50000%	0.0401744	Pinborough, Jann Ann Lessee: Apache Corporation Oil and Gas Lease: 139/821 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Underwood-Fryer, Mary Kay 106 S. Bentwood Dr. Midland, TX 79703	12.50000%	0.0401744	Underwood-Fryer, Mary Kay Lessee: Apache Corporation Oil and Gas Lease: 140/752 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%
Gerrard, Rosanne 2792 Morgan Dr. Salt Lake City, UT 84124	12.50000%	0.0401744	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B23/L1, 2, 4-12

Tract: GC 12.34.T4S B23/L1, 2, 4-12, All of Lots 1 and 2, 4-12, Block 23, Original Town of Garden City, Texas, as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.0000000	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland, TX 79705	33.33333%	0.0000000	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.0000000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.0000000	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland, TX 79705	33.33333%	0.0000000	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.0000000	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B5/L1-3

Tract: GC 12.34.T4S B5/L1-3, Lots 1-3, Block 5, Original Town of Garden City as described on Plat, recorded Volume 4, Page 320 Deed Records of Glasscock County Clerk's Office, Containing 0.5165289 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.1721763	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland, TX 79705	33.33333%	0.1721763	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.1721763	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.1721763	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland, TX 79705	33.33333%	0.1721763	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.1721763	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW



Tract: GC 12.34.T4S B7/L1-12

Tract: GC 12.34.T4S B7/L1-12, All of Lots 1 -12, Block 7, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 2.0202020 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.6734007	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.6734007	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.6734007	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.6734007	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.6734007	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.6734007	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B8/L1-6,9-11

Tract: GC 12.34.T4S B8/L1-6,9-11, All of Lots 1-6 and 9-11, Block 8, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.478420569 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.4928068	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.4928068	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.4928068	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.4928068	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.4928068	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.4928068	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B9/L1-10

Tract: GC 12.34.T4S B9/L1-10, All of Lots 1-10, Block 9, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.6069788 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.5356596	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.5356596	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.5356596	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gilstrap, Mary Kathryn P.O. Box 178 Garden City, TX 79739	33.33333%	0.5356596	OPEN
Finn, Patricia T. Smith 2912 Goddard Pl. Midland , TX 79705	33.33333%	0.5356596	OPEN
Halfman, Tammy J. P.O. Box 150 Garden City, TX 79739	33.33333%	0.5356596	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B16/L7-12

Tract: GC 12.34.T4S B16/L7-12, All of Lots 7, 8, 9, 10, 11 and 12, Block 16 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
First Baptist Church of Garden City	100.00000%	0.9641873	OPEN



SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
First Baptist Church of Garden City	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B27/L1-6

Tract: GC 12.34.T4S B27/L1-6, All of Lots 1-6, Block 27, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
First National Bank of Sterling City P.O. Box 90 Garden City, TX 79739	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
First National Bank of Sterling City P.O. Box 90 Garden City, TX 79739	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B19/W2

Tract: GC 12.34.T4S B19/W2, All of Block 19 Save and Except 5 Lots Being 25' North and South and 130' East and West out of the South East Corner (SEC) of Block 19, Lots more particularly described in deeds 228/220 DR and 119/320 DR, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Acreage is estimated to be

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Garden City Church of Christ	100.00000%	1.4267676	Garden City Church or Christ Lessee: Apache Corporation Oil and Gas Lease: 141/363 Expires: 2012-12-14 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Garden City Church of Christ	100.00000%	1.4267676	Garden City Church or Christ Lessee: Apache Corporation Oil and Gas Lease: 141/363 Expires: 2012-12-14 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B23/L13-18

Tract: GC 12.34.T4S B23/L13-18, All of Lots 13-18 written in red ink, Block 23, Original Town of Garden City, Texas, per plat, further described as East Half (E/2) of Block 23. Plat recorded in Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gill, Vernon M. P.O. Box 5 Garden City, TX 79705	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gill, Vernon M. P.O. Box 5 Garden City, TX 79705	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B24/L7-8

Tract: GC 12.34.T4S B24/L7-8, All of Lots 7 and 8, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1492119 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.1492119	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.1492119	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B31/L1-12

Tract: GC 12.34.T4S B31/L1-12, All of Lots 1-12 Red Letters, Block 31 Original Town of Garden City, further described as all of the West Half (W/2) of Block 30, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.8207070	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
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Glasscock County 100.00000% 0.8207070 OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B38/L1-6

Tract: GC 12.34.T4S B38/L1-6, All of Lots 1, 2, 3, 4, 5 and 6, Block 38, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	10.00000%	0.0964187	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B38/L9-12

Tract: GC 12.34.T4S B38/L9-12, All of Lots 9, 10, 11 and 12, Block 38, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	0.6427915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S Streets and Alleys

Tract: GC 12.34.T4S Streets and Alleys, All of the Streets and Alleys in Original Town of Garden City, as Platted. Plat recorded Volume 1, Page 1, Plat Records of Glasscock County Clerk's Office. Containing approximately 56.4347925 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	56.4347925	LEASED TO 3RD PARTY

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County	100.00000%	56.4347925	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-A

Tract: 12/34/T4S-A, A 140' by 150' Tract out of the NW4 of NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, containing 0.4820936 acres, more or less, more particularly described by metes and bounds in Deed 7/251. Tract Described as A on

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-L

Tract: 12/34/T4S-L, A 140' by 150' Tract of land out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 195/707. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW



Tract: 12/34/T4S-M

Tract: 12/34/T4S-M, A Tract of Land 50' by 140' in the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 277/94. Containing 0.1606978 acres, more or less. Referred to as

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.1606978	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B1/L1-12

Tract: GC 12.34.T4S B1/L1-12, Lots 1-12, Being all of Block 1, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9972451 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	1.9972451	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	1.9972451	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B13/L1-6

Tract: GC 12.34.T4S B13/L1-6, All of Lots 1, 2, 3, 4, 5 and 6, Block 13, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B14/L1-12

Tract: GC 12.34.T4S B14/L1-12, All of Lots 1-12, Block 14 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9283746 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	1.9283746	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	1.9283746	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B2/L7-12

Tract: GC 12.34.T4S B2/L7-12, Lots 7-12, Block 2, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B31/L13-18

Tract: GC 12.34.T4S B31/L13-18, All of Lots 13-18, Block 31 Original Town of Garden City, further described as the Southeast Quarter (SE/4) of Block 31, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Acreage is estimated

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9	100.00000%	0.4734848	OPEN



Glasscock, TX 79739

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Glasscock County ISD P.O. Box 9 Glasscock, TX 79739	100.00000%	0.4734848	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B15/L3-4

Tract: GC 12.34.T4S B15/L3-4, All of Lot 4 and a strip of land 7' wide and 140' feet long off the N side of S/2 of Lot 3, Block 15, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gomez, Frances and Melchor 4660 Panoramic Las Vegas, NV 89129-1617	100.00000%	0.1831955	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gomez, Frances and Melchor 4660 Panoramic Las Vegas, NV 89129-1617	100.00000%	0.1831955	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B26/L12

Tract: GC 12.34.T4S B26/L12, All of Lot 12, Block 26, Original Town of Garden City, as described on plat recorded, Volume 1, Page 1 Plat Records of Glasscock County, containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Grant, Leia Beth	100.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Grant, Leia Beth	100.00000%	0.1606978	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/L12

Tract: GC 12.34.T4S B12/L12, All of Lot 12, Block 12 Original Town of Garden City as described on plat recorded Book 4, Page 320 Deed Records of Glasscock County Clerk's Office. Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gregg, Gulon	100.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gregg, Gulon	100.00000%	0.1606978	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B3/L5-8

Tract: GC 12.34.T4S B3/L5-8, Lots 5-8, Block 3, Original Town of Garden as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6657483 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Guerra, Raul P.O. Box 155 Garden City, TX 79739	100.00000%	0.6657483	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Guerra, Raul P.O. Box 155 Garden City, TX 79739	100.00000%	0.6657483	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B42/L3-4

Tract: GC 12.34.T4S B42/L3-4, All of Lots 3 and 4, Block 42, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Tolle, Virginia P.O. Box 386 Pearsall, TX 78061	25.00000%	0.0803489	OPEN



Gunn, Kay Lee 4327 Westside Dr. Dallas, TX 75209	50.00000%	0.1606978	OPEN
Ohrlich, Jack P.O. Box 310242 New Braunfels, TX 78131-0242	25.00000%	0.0803489	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Toile, Virginia P.O. Box 366 Pearsall, TX 78061	25.00000%	0.0803489	OPEN
Gunn, Kay Lee 4327 Westside Dr. Dallas, TX 75209	50.00000%	0.1606978	OPEN
Ohrlich, Jack P.O. Box 310242 New Braunfels, TX 78131-0242	25.00000%	0.0803489	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B42/L7-10

Tract: GC 12.34.T4S B42/L7-10, All of Lots 7, 8, 9 and 10, Block 42, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.6887052 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gunn, Kay Lee 4327 Westside Dr. Dallas, TX 75209	100.00000%	0.6887052	OPEN
Royall, Rebel P.O. Box 294 Garden City, TX 79739	0.00000%		OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Gunn, Kay Lee 4327 Westside Dr. Dallas, TX 75209	0.00000%	0.0000000	OPEN
Royall, Rebel P.O. Box 294 Garden City, TX 79739	100.00000%	0.6887052	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B31/L19-24

Tract: GC 12.34.T4S B31/L19-24, All of Lots 19-24, Block 31 Original Town of Garden City, being further described as the Northwest Quarter of Block 31, as described on plat recorded Volume 1, Page 1 Plat records of Glasscock County. Acreage is estimated to be 0.4304407 acres.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
HA & L Sparks, Buildings LLC 6712 E Cave Creek Rd Cave Creek, AZ 85331	100.00000%	0.4304407	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
HA & L Sparks, Buildings LLC 6712 E Cave Creek Rd Cave Creek, AZ 85331	100.00000%	0.4304407	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B4/L4-9

Tract: GC 12.34.T4S B4/L4-9, Lots 4-9, Block 4, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9986225 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Haffman, Alex Clay P.O. Box 150 Garden City, TX 79739	100.00000%	0.9986225	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Haffman, Alex Clay P.O. Box 150 Garden City, TX 79739	100.00000%	0.9986225	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-BB

Tract: 12/34/T4S-BB, A 4.07 Acre Tract of Land out of SW4 of NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described in Deed 252/136. Referred to as Tract BB on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Haffman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	4.0700000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
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Halfman, Randall K. et ux Tammy J. 100.00000% 4.0700000 OPEN
P.O. Box 150
Garden City, TX 79739

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: 12/34/T4S-C

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Tract: 12/34/T4S-C, A 856' by 400' Tract out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed OPR 41/335. Containing 7.860422 acres, more or less, stated in deed as 7.5 acres. Referred to as Tract C on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	7.5000000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	7.5000000	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B17/L1-3

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Tract: GC 12.34.T4S B17/L1-3, All of Lots 1-3, Original Black Figures, Block 17, Original Town of Garden City, Texas as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.2582644 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	0.2582644	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	0.2582644	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B18/L1-2, 7-24

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Tract: GC 12.34.T4S B18/L1-2, 7-24, All of Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 18 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.5610165 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	1.5610165	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	1.5610165	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B18/L3-4

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Tract: GC 12.34.T4S B18/L3-4, All of Lots 3 and 4, Block 18, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1492194, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	0.1492194	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Halfman, Randall K. et ux Tammy J. P.O. Box 150 Garden City, TX 79739	100.00000%	0.1492194	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B38/L7-8

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Tract: GC 12.34.T4S B38/L7-8, All of Lots 7 and 8, Block 38, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Hare, Morris	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS



Hare, Morris 100.00000% 0.3213957 OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-H

Tract: 12/34/T4S-H, A 300' by 300' square tract out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, more particularly described by metes and bounds in deed 292/615, containing 2.0661157 acres, more or less. Referred to as Tract H in Plat

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 100.00000%, 2.0661157, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 100.00000%, 2.0661157, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-T

Tract: 12/34/T4S-T, A 300' by 172' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, as more particularly described by metes and bounds in Deed 43/231, containing 1.184573 Acres, more or less. Referred to as Tract T on Plat.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 100.00000%, 1.1845730, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 100.00000%, 1.1845730, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-X

Tract: 12/34/T4S-X, A 80' by 300' Tract of land in SW4 of NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 290/84. Containing 0.550964187 Acres, more or less. Referred to as Tract X on Plat.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 100.00000%, 0.5509641, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Harston, Ricky, 0.00000%, 0.0000000, Harston, Ricky Lessee: Apache Corporation Oil and Gas Lease: 140/755 Expires: 2012-10-23 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-DD

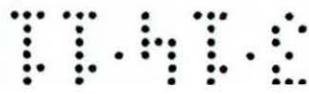
Tract: 12/34/T4S-DD, A 300' by 150' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 169/649. Containing 1.033057851 Acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Hillger, Linda Sue, 100.00000%, 1.0330578, OPEN

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Hillger, Linda Sue, 100.00000%, 1.0330578, OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-F SE M W



Tract: 12/34/T4S-F SE M W, A 140' by 200' Tract of land in the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas. More particularly described by Metes and Bounds in Deed 171/11. Containing 0.642791562 Acres, more or less. Referred to as Tract F Save and Except Tracts M and W on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Hoch, Michael P.O. Box 59 Garden City, TX 79739	100.00000%	0.6427915	Hoch, Michael Lessee: Apache Corporation Oil and Gas Lease: 140/769 Expires: 2012-10-22 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Hoch, Michael P.O. Box 59 Garden City, TX 79739	100.00000%	0.6427915	Hoch, Michael Lessee: Apache Corporation Oil and Gas Lease: 140/769 Expires: 2012-10-22 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L3-6

Tract: GC 12.34.T4S B24/L3-6, All of Lots 3, 4, 5 and 6, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2984389 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Holland, Izora	100.00000%	0.2984389	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Holland, Izora	100.00000%	0.2984389	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B35/L1,2

Tract: GC 12.34.T4S B35/L1,2, All of Lots 1 and 2, Block 35 Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Horn, Margaret A. 3074 GOLF CREST RIDGE RD. EL CAJON, CA 92019	33.33333%	0.1071319	Margaret Horn Lessee: Apache Corporation Oil and Gas Lease: 141/88 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%
Myers, Jerrie S. 1171 BITTERBUSH LANE El Cajon, CA 92019	33.33333%	0.1071319	Jerrie S. Myers Lessee: Apache Corporation Oil and Gas Lease: 141/84 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%
MORTON, WILLA MAE 3074 GOLF CREST RIDGE RD. EL CAJON, CA 92019	33.33333%	0.1071319	Willia M. Morton Lessee: Apache Corporation Oil and Gas Lease: 141/91 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Horn, Margaret A. 3074 GOLF CREST RIDGE RD. EL CAJON, CA 92019	33.33333%	0.1071319	Margaret Horn Lessee: Apache Corporation Oil and Gas Lease: 141/88 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%
Myers, Jerrie S. 1171 BITTERBUSH LANE El Cajon, CA 92019	33.33333%	0.1071319	Jerrie S. Myers Lessee: Apache Corporation Oil and Gas Lease: 141/84 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%
MORTON, WILLA MAE 3074 GOLF CREST RIDGE RD. EL CAJON, CA 92019	33.33333%	0.1071319	Willia M. Morton Lessee: Apache Corporation Oil and Gas Lease: 141/91 Expires: 2012-12-22 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B27/L7-8

Tract: GC 12.34.T4S B27/L7-8, All of Lots 7 and 8, Block 27, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Iglesia Bautista Nueva Vida of Garden City	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Iglesia Bautista Nueva Vida of Garden City	100.00000%	0.3213957	OPEN



OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L1

Tract: GC 12.34.T4S B39/L1, All of Lot 1, Block 39 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.1606978 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.1606978, OPEN.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.1606978, OPEN.

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B40/L1,2,4-6

Tract: GC 12.34.T4S B40/L1,2,4-6, All of Lots 1, 2, 4, 5 and 6, Block 40 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.8034894 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.8034894, OPEN.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.8034894, OPEN.

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B8/L7-8

Tract: GC 12.34.T4S B8/L7-8, All of Lots 7,8, Block 8 of the Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3535353 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.3535353, OPEN.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Row 1: Jasmin, Frances Sue, 100.00000%, 0.3535353, OPEN.

OWNERSHIP REPORT

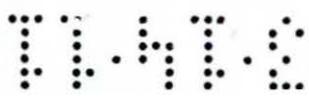
Project: 80025 APA-DW
Tract: GC 12.34.T4S B40/L3

Tract: GC 12.34.T4S B40/L3, All of Lot 3, Block 40, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1606978 acres, more or less.

Table with 4 columns: MINERAL OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Rows include McPherson, J.C., O'Rourke, Naoma McPherson, McPherson, H.B., McPherson, T.M., Joy, Ruth McPherson.

Table with 4 columns: SURFACE OWNER, INTEREST, ACRES, LEASEHOLD STATUS. Rows include McPherson, J.C., O'Rourke, Naoma McPherson, McPherson, H.B., McPherson, T.M., Joy, Ruth McPherson.

OWNERSHIP REPORT



Project: 80025 APA-DW
Tract: GC 12.34.T4S B16/L1-4

Tract: GC 12.34.T4S B16/L1-4, All of Lots 1, 2, 3 and 4, Block 16 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Kujawski, Daniel W. and Jean A. P.O. Box 154 Garden City, TX 79739	100.00000%	0.6427915	KUJAWSKI, DANIEL AND JEAN Lessee: Apache Corporation Oil and Gas Lease: 138/738 Expires: 2011-10-22 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Kujawski, Daniel W. and Jean A. P.O. Box 154 Garden City, TX 79739	100.00000%	0.6427915	KUJAWSKI, DANIEL AND JEAN Lessee: Apache Corporation Oil and Gas Lease: 138/738 Expires: 2011-10-22 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B23/L3

Tract: GC 12.34.T4S B23/L3, All of Lot 3, Block 23, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 0.0803489 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lawson, Davey L 809 Shell Ave Midland, TX 79705	100.00000%	0.0803489	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lawson, Davey L 809 Shell Ave Midland, TX 79705	100.00000%	0.0803489	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B29/L3-6

Tract: GC 12.34.T4S B29/L3-6, All of Lots 3, 4, 5 and 6, Block 29, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lawson, Vena	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lawson, Vena	100.00000%	0.6427915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B13/L7-10

Tract: GC 12.34.T4S B13/L7-10, All of Lots 7, 8, 9 and 10, Block 13, Original Town of Garden City as described on plat recorded Book 4, Page 320 Deed Records of Glasscock County Clerk's Office. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Stephen R et ux Cathy M P.O. Box 96 Garden City, TX 79739	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Stephen R et ux Cathy M P.O. Box 96 Garden City, TX 79739	100.00000%	0.6427915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B6/L1-12

Tract: GC 12.34.T4S B6/L1-12, All of Lots 1-12, Block 6, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9972451 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Walter J. et ux Margie 1400 Keith St. Midland, TX 79701	100.00000%	1.9972451	OPEN

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Stephen R et ux Cathy M P.O. Box 96 Garden City, TX 79739	0.00000%		OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Walter J. et ux Margie 1400 Keith St.	0.00000%		OPEN



Midland, TX 79701

Livingston, Stephen R et ux Cathy M 100.00000% 1.9972451 OPEN
P.O. Box 96
Garden City, TX 79739

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B5/L9-12

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Tract: GC 12.34.T4S B5/L9-12, Lots 9-12, Block 5, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Walter J. et ux Margie 1400 Keith St. Midland, TX 79701	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Livingston, Walter J. et ux Margie 1400 Keith St. Midland, TX 79701	100.00000%	0.6427915	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L10-12

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Tract: GC 12.34.T4S B39/L10-12, All of Lots 10, 11 and 12, Block 39 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lopez, Jesus E. et ux Margaria Martinez P.O. Box 94 Garden City, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lopez, Jesus E. et ux Margaria Martinez P.O. Box 94 Garden City, TX 79739	100.00000%	0.4820936	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B2/L1-6

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Tract: GC 12.34.T4S B2/L1-6, Lots 1-6, Block 2, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.0330578 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lopez, Jose Maria et ux Trinidad Box 10 Garden City, TX 79739	100.00000%	1.0330578	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Lopez, Jose Maria et ux Trinidad Box 10 Garden City, TX 79739	100.00000%	1.0330578	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B43/E140' L10-12

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Tract: GC 12.34.T4S B43/E140' L10-12, All of the East 140' of Lots 10, 11 and 12, Block 43, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Martinez, Joe M. 110 Espuela Del Rio, TX 78840	0.00000%		OPEN
Schafer, Emma P.O. Box 194 Garden City, TX 79739	100.00000%	0.4820936	Schafer, Emma Lessee: Apache Corporation Oil and Gas Lease: 139/827 Expires: 2012-12-03 Term: 3 Year 0 Month

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Martinez, Joe M. 110 Espuela Del Rio, TX 78840	100.00000%	0.4820936	OPEN
Schafer, Emma P.O. Box 194 Garden City, TX 79739	0.00000%		Schafer, Emma Lessee: Apache Corporation Oil and Gas Lease: 139/827 Expires: 2012-12-03 Term: 3 Year 0 Month

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B22/L7-12

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Tract: GC 12.34.T4S B22/L7-12, All of Lots 7-12, Block 22, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing acres, more or less



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Martinez, Santos L. P.O. Box 281 Garden City, TX 79739	100.00000%	0.9963269	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Martinez, Santos L. P.O. Box 281 Garden City, TX 79739	100.00000%	0.9963269	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B34/L3

Tract: GC 12.34.T4S B34/L3, All of Lot 3, Block 34 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	100.00000%	0.1606978	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	100.00000%	0.1606978	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B34/L5-12

Tract: GC 12.34.T4S B34/L5-12, All of Lots 5-12, Block 34 Original Town of Garden City as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 1.3498622 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	100.00000%	1.3498622	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McDaniel, Roy Lee P.O. Box 178 Garden City, TX 79739	100.00000%	1.3498622	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B15/L5-6

Tract: GC 12.34.T4S B15/L5-6, All of Lots 5 and 6, Block 15 as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMaster, John Lee 9288 Ranch RD 33 Garden City, TX 79739	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMaster, John Lee 9288 Ranch RD 33 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B41/L1-12

Tract: GC 12.34.T4S B41/L1-12, All of Lots 1-12, Block 41, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 1.9283746 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMaster, John Lee 9288 Ranch RD 33 Garden City, TX 79739	100.00000%	1.9283746	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMaster, John Lee 9288 Ranch RD 33 Garden City, TX 79739	0.00000%		OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B15/L7-8

Tract: GC 12.34.T4S B15/L7-8, Lots 7 and 8, Block 15, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMillan, Cynthia Ann and John Kent	100.00000%	0.3213957	OPEN



P.O. Box 298
Garden City, TX 79739

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMillan, Cynthia Ann and John Kent P.O. Box 298 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B17/16-21

Tract: GC 12.34.T4S B17/16-21, All of Lots 16-21 in Original Black Numbers, Block 17, Original Town of Garden City, Texas, as Described on Plat Recorded Volume 1, Page 1 Plat Records of Glasscock County, also described as the Southwest Quarter (SW/4) of Block 17 per plat. Garden City, Texas, containing 0.4476584 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMillan, John Eric P.O. Box 54 Garden City, TX 79739	100.00000%	0.4476584	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
McMillan, John Eric P.O. Box 54 Garden City, TX 79739	100.00000%	0.4476584	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B26/L7-11

Tract: GC 12.34.T4S B26/L7-11, All of Lots 7-11, Block 26, Original Town of Garden City, as described on Plat recorded, Volume 1, Page 1, Plat Records of Glasscock County, Containing 0.8034894 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Medrano, Jr., Juan 136 CR 394 Mathis, TX 78368	100.00000%	0.8034894	Medrano, Jr., Juan Lessee: Apache Corporation Oil and Gas Lease: 140/772 Expires: 2012-12-08 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Medrano, Jr., Juan 136 CR 394 Mathis, TX 78368	100.00000%	0.8034894	Medrano, Jr., Juan Lessee: Apache Corporation Oil and Gas Lease: 140/772 Expires: 2012-12-08 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B19/3lotE2

Tract: GC 12.34.T4S B19/3lotE2, All of a certain tract of land out of the E/2 of BI 19 in OT GC, Being 3 25' x 130' lots beginning 50' from the SEC of BI 19 and extending N 75' and extending west 130' forming a rectangle of 75' x 130', out of the East Half (E/2) of Block 19, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2238292 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Murphy, Brant W. et ux Stephanie A P.O. Box 81 Garden City, TX 79739	100.00000%	0.2238292	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Murphy, Brant W. et ux Stephanie A P.O. Box 81 Garden City, TX 79739	100.00000%	0.2238292	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B19/2lotE/2

Tract: GC 12.34.T4S B19/2lotE/2, Two lots out of the E/2 of BI 19, being the most southerly two lots of the E/2 of BI 19, and being a parcel of land 50' wide in a N&S direction and 130' long in a E&W direction, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2984389 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Murphy, Grover W. Jr. et ux Darlene L. P.O. Box 81 Garden City, TX 79739	100.00000%	0.2984389	GROVER MURPHY, JR Lessee: Apache Corporation Oil and Gas Lease: 138/732 Expires: 2012-10-23 Term: 3 Year 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Murphy, Grover W. Jr. et ux Darlene L. P.O. Box 81 Garden City, TX 79739	100.00000%	0.2984389	GROVER MURPHY, JR Lessee: Apache Corporation Oil and Gas Lease: 138/732 Expires: 2012-10-23 Term: 3 Year 20.00000%



OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: 12/34/T4S-E

Tract: 12/34/T4S-E, A 1320' by 208' 8" Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 42/120, Save and Except a One Acre Tract of land described in Deed 159/129 (Referred to as Tract S on Plat), containing 5.3257575 Acres, more or less. Referred to as Tract E on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Neumann, Patricia 8440 Fairway Chase Reno, NV 89532	50.00000%	2.6628787	Neumann, Patricia Lessee: Apache Corporation Oil and Gas Lease: 141/81 Expires: 2012-12-02 Term: 3 Year 0 Month 20.00000%
Parker, Charles J. 3409 Derby Dr. Corpus Christi, TX 78414	10.00000%	0.5325757	Parker, Charles J. Lessee: Apache Corporation Oil and Gas Lease: 140/749 Expires: 2012-12-17 Term: 3 Year 0 Month 25.00000%
Parker, John D. P.O. Box 687 Forsam, TX 79733	10.00000%	0.5325757	Parker, John D. Lessee: Apache Corporation Oil and Gas Lease: 140/778 Expires: 2012-12-02 Term: 3 Year 0 Month 25.00000%
Parker, Dennis T. 5008 Buffalo South Ct. Fort Worth, TX 76119	10.00000%	0.5325757	Parker, Dennis T. Lessee: Apache Corporation Oil and Gas Lease: 140/775 Expires: 2012-11-19 Term: 3 Year 0 Month 25.00000%
Parker, Jerry L. HCR 006-Box 4 Gatesville, TX 76538	10.00000%	0.5325757	Parker, Jerry Lessee: Apache Corporation Oil and Gas Lease: 139/818 Expires: 2012-12-01 Term: 3 Year 0 Month 25.00000%
Shields, Karol Sue Box 442 Frederick, CO 80530	10.00000%	0.5325757	Shields, Karol Sue Lessee: Apache Corporation Oil and Gas Lease: 139/836 Expires: 2012-11-19 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Neumann, Patricia 8440 Fairway Chase Reno, NV 89532	0.00000%	0.0000000	Neumann, Patricia Lessee: Apache Corporation Oil and Gas Lease: 141/81 Expires: 2012-12-02 Term: 3 Year 0 Month 20.00000%
Parker, Charles J. 3409 Derby Dr. Corpus Christi, TX 78414	0.00000%	0.0000000	Parker, Charles J. Lessee: Apache Corporation Oil and Gas Lease: 140/749 Expires: 2012-12-17 Term: 3 Year 0 Month 25.00000%
Parker, John D. P.O. Box 687 Forsam, TX 79733	0.00000%		Parker, John D. Lessee: Apache Corporation Oil and Gas Lease: 140/778 Expires: 2012-12-02 Term: 3 Year 0 Month 25.00000%
Parker, Dennis T. 5008 Buffalo South Ct. Fort Worth, TX 76119	0.00000%		Parker, Dennis T. Lessee: Apache Corporation Oil and Gas Lease: 140/775 Expires: 2012-11-19 Term: 3 Year 0 Month 25.00000%
Parker, Jerry L. HCR 006-Box 4 Gatesville, TX 76538	0.00000%		Parker, Jerry Lessee: Apache Corporation Oil and Gas Lease: 139/818 Expires: 2012-12-01 Term: 3 Year 0 Month 25.00000%
Shields, Karol Sue Box 442 Frederick, CO 80530	0.00000%		Shields, Karol Sue Lessee: Apache Corporation Oil and Gas Lease: 139/836 Expires: 2012-11-19 Term: 3 Year 0 Month 25.00000%

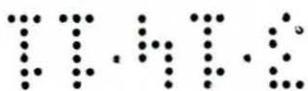
OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B40/L7-12

Tract: GC 12.34.T4S B40/L7-12, All of Lots 7, 8, 9, 10, 11 and 12, Block 40, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
O'Bannon, Marion 3016 S. Co. Rd. 1210 Midland, TX 79703	50.00000%	0.4820936	OPEN
Webb, Wilma O'Bannon 2121 N. 6th St., Apt 119 Abilene, TX 79703	50.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
O'Bannon, Marion 3016 S. Co. Rd. 1210 Midland, TX 79703	50.00000%	0.4820936	OPEN



Webb, Wilma O'Bannon 50.00000% 0.4820936 OPEN
 2121 N. 6th St., Apt 119
 Abilene, TX 79703

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B11/L10-12

Tract: GC 12.34.T4S B11/L10-12, All of Lots 10, 11 and 12, Block 11 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Orozco, Gustavo Valleza P.O. Box 12 Garden City, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Orozco, Gustavo Valleza P.O. Box 12 Garden City, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B26/L1-6

Tract: GC 12.34.T4S B26/L1-6, All of Lots 1-6, Block 26 Original Town of Garden City, Texas as described on Plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Orr, Roxanne P.O. Box 51687 Midland, TX 79710-1687	100.00000%	0.9641873	ORR, ROXANNE Lessee: Apache Corporation Oil and Gas Lease: 139/815 Expires: 2012-10-22 Term: 3 Year 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Orr, Roxanne P.O. Box 51687 Midland, TX 79710-1687	100.00000%	0.9641873	ORR, ROXANNE Lessee: Apache Corporation Oil and Gas Lease: 139/815 Expires: 2012-10-22 Term: 3 Year 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B32/L1-6

Tract: GC 12.34.T4S B32/L1-6, All of Lots 1-6, Block 32 Original Town of Garden City, also being described as the Northwest Quarter (NW/4) of Block 32, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.4476584 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Permian Basin Development Company, Inc. P.O. Box 250 Garden City, TX 79739	0.00000%	0.0000000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Permian Basin Development Company, Inc. P.O. Box 250 Garden City, TX 79739	0.00000%	0.0000000	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: GC 12.34.T4S B29/L11-12

Tract: GC 12.34.T4S B29/L11-12, All of Lots 11 and 12, Block 29, Original Town of Garden City Texas, as described on plat, recored Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Phillips, L.M.	100.00000%	0.3213957	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Phillips, L.M.	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
 Tract: 12/34/T4S-B

Tract: 12/34/T4S-B, A 140' by 150' Tract out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, containing 0.4820936 acres, more or less, more particularly described by metes and bounds in Deed 4/177. Tract Described as B on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
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Pruitt, Royce V. et ux Beverly 100.00000% 0.4820936 OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pruitt, Royce V. et ux Beverly	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B20/L1-18

Tract: GC 12.34.T4S B20/L1-18, All of Lots 1-18, Block 20, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9283746 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pruitt, Royce V. et ux Beverly	100.00000%	1.9283746	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pruitt, Royce V. et ux Beverly	100.00000%	1.9283746	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B21/L1-18

Tract: GC 12.34.T4S B21/L1-18, All of Lots 1-18, Block 21 Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9926538 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pruitt, Royce V. et ux Beverly	100.00000%	1.9926538	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Pruitt, Royce V. et ux Beverly	100.00000%	1.9926538	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B10/L7-10

Tract: GC 12.34.T4S B10/L7-10, All of Lots 7, 8, 9, and 10, Block 10, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6417915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Ramirez, Antonio and Maria Elsa P.O. Box 284 Garden City, TX 79739	100.00000%	0.6417915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Ramirez, Antonio and Maria Elsa P.O. Box 284 Garden City, TX 79739	100.00000%	0.6417915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L9-10

Tract: GC 12.34.T4S B24/L9-10, All of Lots 9 and 10, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1492194 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Rowsey, J.T.	100.00000%	0.1492194	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Rowsey, J.T.	100.00000%	0.1492194	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B42/L5-6

Tract: GC 12.34.T4S B42/L5-6, All of Lots 5 and 6, Block 42, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3213957 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Royal, Rebel	100.00000%	0.3213957	OPEN



P.O. Box 294
Garden City, TX 79739

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Royall, Rebel P.O. Box 294 Garden City, TX 79739	100.00000%	0.3213957	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B32/L20-21

Tract: GC 12.34.T4S B32/L20-21, All of Lots 20 and 21, Block 32 Original Town of Garden City, Texas as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.1492194 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Gerald P.O. Box 53 Garden City, TX 79739	100.00000%	0.1492194	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/857 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Gerald P.O. Box 53 Garden City, TX 79739	100.00000%	0.1492194	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/857 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B32/L16-17

Tract: GC 12.34.T4S B32/L16-17, All of Lots 16-17, Block 32 Original Town of Garden City, as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.2984389 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Jose P.O. Box 53 Garden City, TX 79739	100.00000%	0.2984389	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Jose P.O. Box 53 Garden City, TX 79739	100.00000%	0.2984389	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B32/L18-19

Tract: GC 12.34.T4S B32/L18-19, All of Lots 18-19, Block 32 Original Town of Garden City, as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.2984389 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Jr., Juan P.O. Box 53 Garden City, TX 79739	100.00000%	0.2984389	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/851 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Jr., Juan P.O. Box 53 Garden City, TX 79739	100.00000%	0.2984389	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/851 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B32/L7-15

Tract: GC 12.34.T4S B32/L7-15, All of Lots 7-15, Block 32 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Sr., Juan P.O. Box 53 Garden City, TX 79739	100.00000%	0.9641873	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/854 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Salazar, Sr., Juan P.O. Box 53 Garden City, TX 79739	100.00000%	0.9641873	Salazar, Sr., Juan Lessee: Apache Corporation Oil and Gas Lease: 142/854 Expires: 2012-11-06 Term: 3 Year 0 Month 20.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B3/L1-4

Tract: GC 12.34.T4S B3/L1-4, Lots 1-4, Block 3 Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6887052 acres, more or less.



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Ernest L. and Debra CR 125 Garden City, TX 79739	100.00000%	0.6887052	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Ernest L. and Debra CR 125 Garden City, TX 79739	100.00000%	0.6887052	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B30/E2

Tract: GC 12.34.T4S B30/E2, All of the Lots in the East Half of Block 30 Original Town of Garden City, also described as lots as 13-21 Black Figures, and same described as 8-16 Red Figures, Plat recorded in Volume 1, Page 1 Plat Records of Glasscock County Texas. Containing 0.9641873 acres, more or less

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Galen W. and Kristin A. P.O. Box 244 Garden City, TX 79739	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Galen W. and Kristin A. P.O. Box 244 Garden City, TX 79739	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B37/L1-3

Tract: GC 12.34.T4S B37/L1-3, All of Lots 1-3, Block 37 Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Galen W. and Kristin A. P.O. Box 244 Garden City, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Schwartz, Galen W. and Kristin A. P.O. Box 244 Garden City, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B10/L1-4

Tract: GC 12.34.T4S B10/L1-4, All of Lots 1-4, Block 10, Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Seidenberger, Eric and Christy P.O. Box 88 Garden City, TX 79739	100.00000%	0.6427915	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Seidenberger, Eric and Christy P.O. Box 88 Garden City, TX 79739	100.00000%	0.6427915	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B11/L1-6

Tract: GC 12.34.T4S B11/L1-6, All of Lots 1-6, Block 11 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.9641873 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Seidenberger, Eric and Christy P.O. Box 88 Garden City, TX 79739	100.00000%	0.9641873	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Seidenberger, Eric and Christy P.O. Box 88 Garden City, TX 79739	100.00000%	0.9641873	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L24

Tract: GC 12.34.T4S B24/L24, All of Lot 24, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.0803489 acres, more or less.



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Snodgrass, H.C.	100.00000%	0.0803489	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Snodgrass, H.C.	100.00000%	0.0803489	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B11/L7-9

Tract: GC 12.34.T4S B11/L7-9, All of Lots 7, 8 and 9, Block 11 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Sparks, Craig and Rita P.O. Box 174 Garden City, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Sparks, Craig and Rita P.O. Box 174 Garden City, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L1-2

Tract: GC 12.34.T4S B24/L1-2, All of Lots 1 and 2, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1492194 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Spearman, Sallie J.	100.00000%	0.1492194	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Spearman, Sallie J.	100.00000%	0.1492194	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-EE

Tract: 12/34/T4S-EE, A Tract of land out of Section 12, Block 34, Township 4 South, Glasscock County, Texas. Described as a strip of land 120 feet wide, measured 60 feet wide on each side of the located center line of State Hwy 158, being more particularly described by metes and bounds in Right of Way Deed 47/375, Deed Records of Glasscock County, containing 3.785 acres, more or less. Referred to as Tract EE on plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
State of Texas	100.00000%	3.7850000	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
State of Texas	100.00000%	3.7850000	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B24/L17

Tract: GC 12.34.T4S B24/L17, All of Lot 17, Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.0803489 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Stone, Ed	100.00000%	0.0803489	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Stone, Ed	100.00000%	0.0803489	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B42/L1-2

Tract: GC 12.34.T4S B42/L1-2, All of Lots 1 and 2, Block 42, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3213957 acres, more or less.



MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Teague, P.C., James E. 4088 Grousewood Drive Myrtle Beach, SC 29588	100.00000%	0.3213957	Teague, P.C., James E. Lessee: Apache Corporation Oil and Gas Lease: 147/822 Expires: 2012-12-31 Term: 3 Year 0 Month 0.18750%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Teague, P.C., James E. 4088 Grousewood Drive Myrtle Beach, SC 29588	100.00000%	0.3213957	Teague, P.C., James E. Lessee: Apache Corporation Oil and Gas Lease: 147/822 Expires: 2012-12-31 Term: 3 Year 0 Month 0.18750%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/LW7-9

Tract: GC 12.34.T4S B12/LW7-9, The West 70' of Lots 7, 8 and 9, Block 12 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2410468 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	50.00000%	0.1205234	OPEN
Trevino, Oscar and Lillie 502 Lively Hill McKinney, TX 75069	0.00000%		OPEN
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	50.00000%	0.1205234	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	0.00000%		OPEN
Trevino, Oscar and Lillie 502 Lively Hill McKinney, TX 75069	100.00000%	0.2410468	OPEN
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	0.00000%		OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L4

Tract: GC 12.34.T4S B39/L4, All of Lot 4, Block 39, Original Town of Garden City, Texas as described on plat, recored Volume 1, Page 1, Plat Records of Glasscock County, Containing 0.1606978 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	50.00000%	0.0803489	OPEN
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	50.00000%	0.0803489	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
The University of Texas Law School Founda 727 East Dean Keeton Street Austin, TX 78705	0.00000%		OPEN
The Masonic School of Texas 338 Grapevine Hwy Hurst, TX 76054-2409	0.00000%	0.0000000	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B12/LE7-9

Tract: GC 12.34.T4S B12/LE7-9, The East 70' of Lots 7, 8 and 9, Block 12 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2410468 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Trevino, Oscar and Lillie 502 Lively Hill McKinney, TX 75069	100.00000%	0.2410468	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Trevino, Oscar and Lillie 502 Lively Hill McKinney, TX 75069	100.00000%	0.2410468	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-Y



Tract: 12/34/T4S-Y, A 300' by 72' Tract of land out of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds 159/749. Containing .495867769 Acres, more or less. Referred to as Tract Y on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Turner, Jo Ann Wooten P.O. Box 295 Garden City, TX 79739	100.00000%	0.4958677	Turner, Jo Ann Lessee: Apache Corporation Oil and Gas Lease: 139/833 Expires: 2012-11-06 Term: 3 Year 0 Month 25.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Turner, Jo Ann Wooten P.O. Box 295 Garden City, TX 79739	100.00000%	0.4958677	Turner, Jo Ann Lessee: Apache Corporation Oil and Gas Lease: 139/833 Expires: 2012-11-06 Term: 3 Year 0 Month 25.00000%

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B39/L7-9

Tract: GC 12.34.T4S B39/L7-9, All of Lots 7, 8 and 9, Block 39 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.4820936 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wheat, Larry R. et ux Katherine P.O. Box 1 Garden City, TX 79739	100.00000%	0.4820936	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wheat, Larry R. et ux Katherine P.O. Box 1 Garden City, TX 79739	100.00000%	0.4820936	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B44/L1-12

Tract: GC 12.34.T4S B44/L1-12, All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 44, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 1.9972451 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wheat, Larry R. et ux Katherine P.O. Box 1 Garden City, TX 79739	100.00000%	1.9972451	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wheat, Larry R. et ux Katherine P.O. Box 1 Garden City, TX 79739	100.00000%	1.9972451	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: GC 12.34.T4S B42/L11-12

Tract: GC 12.34.T4S B42/L11-12, All of Lots 11 and 12, Block 42, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3443526 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wood, Eugene	100.00000%	0.3443526	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wood, Eugene	100.00000%	0.3443526	OPEN

OWNERSHIP REPORT

Project: 80025 APA-DW
Tract: 12/34/T4S-U

Tract: 12/34/T4S-U, A 300' by 172' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 43/224, Save and Except a 300' by 72' Tract of land, more particularly described by metes and bounds in Deed 159/749. Containing 0.688705234 Acres, more or less. Referred to as Tract U on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wooten, J.E. and Bertie Mae P.O. Box 296 Garden City, TX 79739	100.00000%	0.6887052	Wooten, J.E. and Bertie Mae Lessee: Apache Corporation Oil and Gas Lease: 140/766 Expires: 2012-11-24 Term: 3 Year 0 Month 20.00000%

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wooten, J.E. and Bertie Mae P.O. Box 296 Garden City, TX 79739	100.00000%	0.6887052	Wooten, J.E. and Bertie Mae Lessee: Apache Corporation Oil and Gas Lease: 140/766



Expires: 2012-11-24
Term: 3 Year 0 Month
20.00000%

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: 12/34/T4S-G

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Tract: 12/34/T4S-G, A 300' by 300' Square Tract out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, More Particularly Described by Metes and Bounds in Deed Volume 4, Page 231, Deed Records of the Glasscock County Clerks Office, containing 2.0661157 acres, more or less. Referred to as Tract G on Plat.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wysong, AW Estate, % Mrs. Midred W. Patri- 208 McDaniel Freene Greenville, SC 29601-2961	100.00000%	2.0661157	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wysong, AW Estate, % Mrs. Midred W. Patri- 208 McDaniel Freene Greenville, SC 29601-2961	100.00000%	2.0661157	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B18/L5-6

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Tract: GC 12.34.T4S B18/L5-6, All of Lots 5 and 6, Block 18 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.1492194 acres, more or less

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wysong, AW Estate, % Mrs. Midred W. Patri- 208 McDaniel Freene Greenville, SC 29601-2961	100.00000%	0.1492194	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Wysong, AW Estate, % Mrs. Midred W. Patri- 208 McDaniel Freene Greenville, SC 29601-2961	100.00000%	0.1492194	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B30/NW4

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Tract: GC 12.34.T4S B30/NW4, All of Lots 7-12, Block 30 Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County, further described as Northwest Quarter (NW4) of Block 30. Containing 0.4476584 acres, more or less.

MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Zuniga, Juan Luis P.O. Box 147 Garden City, TX 79739	100.00000%	0.4476584	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Zuniga, Juan Luis P.O. Box 147 Garden City, TX 79739	100.00000%	0.4476584	OPEN

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OWNERSHIP REPORT

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Project: 80025 APA-DW
Tract: GC 12.34.T4S B4/L1-3

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Tract: GC 12.34.T4S B4/L1-3, Lots 1-3, Block 4, Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.5165289 acres, more or less.

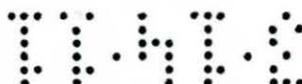
MINERAL OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Zuniga, Juan Luis P.O. Box 147 Garden City, TX 79739	100.00000%	0.5165289	OPEN

SURFACE OWNER	INTEREST	ACRES	LEASEHOLD STATUS
Zuniga, Juan Luis P.O. Box 147 Garden City, TX 79739	100.00000%	0.5165289	OPEN

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END OF REPORT

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2867

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 31st day of DECEMBER, 2009, between LESLIE D. ALLEN, as Lessor (whether one or more), whose address is: P.O. BOX 184, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 80' by 150' Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 220/424. Containing .275482094 Acres, more or less

A 300' by 150' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 7/214, containing 1.033057851 acres, more or less.

A Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds as the Second Tract in Deed 7/214.

A 208'8" by 208'8" Square Tract of land, out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in deed 27/346, containing one acre, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 2.7906334 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fourth (1/4)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fourth (1/4)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fourth (1/4)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fourth (1/4)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fourth (1/4)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said



option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises

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

LESSOR: _____

Leslie D. Allen
LESLIE D. ALLEN



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

§
§
§

This instrument was acknowledged before me on the 26th day of February, 2010, by LESLIE D. ALLEN.



Nancy Hillger
Notary Public, State of TEXAS

Nancy Hillger
Notary's Name (printed):

My Commission Expires: 9-10-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 12 DAY OF February
A.D., 2010
INS. NO. 2867

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Hortensia Jean DEPUTY

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

 Rebecca Badla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 141 PAGE 575
RECORDED February 12, 2010

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

P.O. Box 173
Midland, Texas 79702
432.682.4002

WESTERN NATIONAL BANK
MIDLAND, TX

88-737
1163

007485

2/4/2010

PAY TO THE ORDER OF Leslie D. Allen

\$ **697.65

Six Hundred Ninety-Seven and 65/100*****

DOLLARS

Leslie D. Allen
P.O. Box 184
Garden City, TX 79739

MEMO MEI201002 L

Shelley Angman
AUTHORIZED SIGNATURE



⑈007485⑈

VERITAS 321 ENERGY PARTNERS, LP

007485

Leslie D. Allen

2/4/2010

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/3/2010	Bill	Bonus Consideration	697.65	697.65		697.65
				Check Amount		697.65

(WNB) Veritas 321 EP MEI201002 L

697.65

9409

11410

9.

File No MF 112576
Ownership Report
 Date Filed: 3/14/11
 Jerry E. Patterson, Commissioner
 By [Signature]

0 5 1 1



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PAYD-UP
OIL AND GAS LEASE

THIS AGREEMENT made this 10th day of October, 2008, by and between THE FROST NATIONAL BANK, TRUSTEE for Account W00551200 as Lessor, whose address is P.O. Box 1600, San Antonio, Bexar County, Texas 78296-1400, and Mariner Energy, Inc. whose address is 2000 West Sam Houston Pkwy, South, Suite 2000, Houston, Texas 77042-3622, as Lessee,

WITNESSETH:

1. Lessor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, of the royalties herein provided, and of the covenants, agreements and obligations hereinafter contained on the part of Lessee to be kept and/or performed and upon the conditions and with the limitations hereinafter set forth and contained, hereby GRANTS, LEASES and LETS exclusively unto said Lessee for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas (oil and gas, for all purposes of this lease, being defined to include oil, gas, casinghead gas and the by-products thereof, and such other hydrocarbon substances and sulphur as are necessarily produced with and incidental to the production of oil and/or gas) laying pipelines, building roads, tanks, and electric lines thereon to produce, save, take care of, treat, store, transport and own said products, all of Lessor's interest in those certain lands situated in Glascock County, Texas, and described as follows ("said lands") to-wit:

887.99 more or less, being described as follows:

Tr. 1 All of Section 18, Block 33, Township 4 South, T&P RR Co. Survey, containing 649.03 acres, more or less, and

Tr. 2 East Half of the Northeast Quarter (E/2 N/E 4) and the South Half (S/2) of Section 12, Block 34, Township 4 South, T&P RR Co. SAVE AND EXCEPT the 120 acre proration unit in the Southeast Quarter (SE/4) more particularly described in the Pooling Agreement dated June 1, 1995, recorded in Volume 321, Page 440, Deed Records, Glascock County, Texas, and further SAVE AND EXCEPT, those certain 15 lots which are particularly described in that certain Oil, Gas and Mineral Lease dated May 5, 1983, recorded in Volume 205, Page 755 Deed Records, containing 238.96 acres, more or less, in Glascock County, Texas

This lease is expressly made subject to any and all instruments affecting said lands as reflected by the records of Glascock County, Texas, as of the date hereof to which reference is here made.

2. (a) Subject to the other provisions herein contained, this lease shall be for a term of Two (2) years from the date hereof (called "primary term") and as long thereafter as oil or gas is produced from said lands, or from lands pooled therewith, in paying quantities or this lease is maintained in force by virtue of some other provision hereof. If prior to discovery and production of oil or gas on said lands, or on lands pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences drilling or reworking operations within ninety (90) days thereafter or, if it be within the primary term and not a paid-up lease, commences or resumes the payment or tender of rentals or commences drilling or reworking operations on or before the rental paying date next ensuing after the expiration of thirty (30) days from the date of completion of the dry hole or cessation of production. If within thirty (30) days prior to the expiration of the primary term hereof, or at any time or from time to time after the expiration of the primary term hereof, oil or gas is being produced from said lands, or from lands pooled therewith, and all such production ceases and this lease is not otherwise continued in force, this lease shall not terminate if additional drilling or reworking operations are commenced or resumed on said lands, or on lands pooled therewith, within ninety (90) days after such cessation of production, and this lease shall continue in force so long as any such operations on the same or successive wells are prosecuted in good faith and in a workmanlike manner with no cessation of more than ninety (90) consecutive days, and, if such operations result in production of oil or gas, then this lease shall, subject to the other provisions hereof, continue in force as long thereafter as oil or gas is produced from said lands, or from lands pooled therewith, in paying quantities. If at the expiration of the primary term of this lease oil or gas is not being produced from said lands, or from lands pooled

therewith, but Lessee is then engaged in drilling or reworking operations thereon or Lessee shall have completed a well thereon within ninety (90) days prior to the end of the primary term then this lease shall remain in force so long as operations on such well or drilling or reworking operations on any additional well are prosecuted in good faith and in a workmanlike manner with no cessation of more than ninety (90) consecutive days; and, if any such operations result in production of oil or gas, so long thereafter as oil or gas is produced from said lands, or from lands pooled therewith, in paying quantities, subject, however, to the other provisions hereof.

(b) Notwithstanding any of the provisions of Subparagraph (a) above to the contrary, in order to maintain this lease in force and effect after the primary term as to such of said lands not then described to a producing well or shut-in well pursuant to the provisions of Subparagraph (c) below, Lessee shall be required to continuously drill a well or wells on said lands with no cessation of more than ninety (90) consecutive days between the completion of one well and the commencement of a subsequent well all to the end that Lessee maintains a continuous development program on said lands after the end of the primary term. Commencement of the first well in the continuous development program shall be on or before the last to occur of (i) the expiration of the primary term, or (ii) ninety (90) days after completion of the last well drilled on said lands within the primary term. Upon Lessee's failure to continuously drill wells after the primary term in accordance with the above time schedule, the provisions of Subparagraph (a) above shall control the time for commencement of subsequent drilling and reworking operations on any of said lands on which a producing well or shut-in well may be located and retained by Lessee under the terms of this lease.

(c) If at any time after the primary term this lease is not being maintained in force and effect by continuous drilling or reworking operations, as above provided, then this lease shall automatically terminate as to all of said lands, SAVE AND EXCEPT from the surface down to 100 feet below the stratigraphic equivalent of the deepest producing perforations in, to and under:

- (1) each well situated on said lands producing oil in paying quantities, together with Forty (40) contiguous acres of said lands around each such well;
- (2) each well situated on said lands producing gas in paying quantities, or capable of producing gas in paying quantities with all shut-in royalties having been paid thereon, together with one hundred sixty (160) acres for wells above the depth of 8,000 feet and three hundred twenty (320) acres for wells below 8,000 feet;

(3) in the event pooling authority is granted under the provisions of Paragraph 4 hereof, and Lessee exercises such authority, each well producing oil or gas from a pooled unit in paying quantities, or is a gas well, capable of producing gas in paying quantities with all shut-in payments having been paid thereon, together with all of said lands included in such unit pursuant to the provisions of Paragraph 4 of this lease.

the acreage around oil wells and gas wells to be in as near the form of a square or rectangle as is practicable with the well at all points being located at a legal spacing distance within its boundaries or at a location approved by the Railroad Commission of Texas. Notwithstanding the above, in the event governmental authority having jurisdiction should prescribe a density pattern of a greater or lesser number of acres than the number of acres specified above for the drilling or operation of a well at a regular location or for obtaining the maximum allowable production from the category of well hereinabove specified, then Lessee may, upon written notice to Lessor, retain around each such oil well and each such gas well such number of acres out of the particular tract covered by this lease on which a well is located as is so prescribed by governmental authority but only from the surface down to 100 feet below the stratigraphic equivalent of the deepest producing perforations in the particular well as to which acreage is ascribed for production purposes. Upon termination of this lease except as to each oil well and each gas well and the number of acres hereinabove specified around each such well or included within a unit formed pursuant to the provisions of Paragraph 4 hereof, each separate tract described to an oil well and each separate tract described to a gas well shall be treated as a separate lease tract subject to the provisions of this lease, and the combination of this lease as to each such separate lease tract shall be determined by the provisions of this lease applied to each such separate lease tract.

(4) Upon the occurrence of any partial termination of this lease under the foregoing provisions Lessor shall have, and expressly reserves, an easement through the said lands and the depths and formations retained by Lessee in order to enable the exploration and/or production of oil, gas and/or other minerals in and from any depths and lands which are not thereafter subject to this lease. Lessor shall not have the right to use any wellbores drilled by Lessee or any equipment installed by Lessee in connection with any such drilling or production operations unless such equipment and/or wellbores has been abandoned by Lessee or has been assigned to Lessor. The easement reserved herein shall be fully assignable by Lessor to any party, including any oil, gas and mineral Lessee or lands not then subject to this lease and to any party desiring to conduct geophysical operations with respect to depths or lands not then subject to this lease, and in the event Lessor assigns such easement to any third party, Lessee herein shall look only to such third party, and not to Lessor, for any claims, costs, expenses or damages occasioned by such third party's use of the easement herein reserved, specifically including, but



not limited to, any claims that such third party's activities interfered with or damaged Lessee's wells, reserves, equipment, operations or other rights hereunder.

(9) In conducting any drilling, testing, producing, or reworking operation authorized herein, Lessee shall not be allowed the use of any existing abandoned wells and well bores located on the acreage covered hereby which were drilled for the purpose of exploring for and producing oil, gas or other minerals and were subsequently abandoned and/or plugged, without express written consent of Lessor. A well shall be deemed to be commenced under the terms of this lease on the date the drill bit enters the earth for the drilling of a validly permitted well. A well shall be deemed to be completed under the provisions of this lease (1) three (3) days after the well reaches total depth in the event no attempt is made to complete the well as a producer of oil and/or gas by the running of production casing (a dry hole) or (2) thirty (30) days after the date production casing is cemented in the well (as reflected by the cementing affidavit required to be filed with the Railroad Commission of Texas) in the event an attempt is made to complete the well as a producer of oil and/or gas.

3. The royalties to be paid by Lessee are:

(a) On all oil and on all liquid hydrocarbons extracted from gas under the provisions of Subparagraph (b) below, Twenty-five percent (25%) of that produced and saved from the said lands, the same to be delivered to Lessor into the storage tanks or into the pipeline to which the wells may be connected, or, at Lessor's option, such oil and liquid hydrocarbons shall be sold with Lessee's oil and liquid hydrocarbons at the same price received by Lessee (not in no event for less than the value thereof), or, at Lessor's option, such products shall be delivered to Lessor at the wells into tanks or other receptacles to be furnished by Lessor. Lessor's options hereunder may be exercised from time to time, and the exercise or failure to exercise an option at any time shall not constitute a waiver of Lessor's right to exercise further options.

(b) On gas produced from said lands, including casinghead gas and residue gas at the tailgate of any plant through which gas produced from said lands may be processed, Twenty-five percent (25%) of the value of the gas at the place of use or sale by Lessee, or at Lessor's option, Twenty-five percent (25%) of the gas, in kind, either at the well or at the outlet side of the separator, hereinafter provided for, or at the tailgate of any plant through which gas is processed. Prior to the use or sale of any gas produced from said lands, Lessee shall run such gas through a field-type separator or other comparable equipment ordinarily used in the industry for the purpose of separating, extracting and saving liquid and liquefiable hydrocarbons recoverable from the gas, and royalties shall be payable on the remaining gas under the provisions of this Subparagraph (b) and royalties on the extracted liquids shall be payable under the provisions of Subparagraph (a) above; provided, however, Lessee shall not be required to run the gas through a field-type separator or comparable equipment if the gas is to be processed in a recycling, absorption, pressuring or other plant belonging wholly or in part to the Lessee or any affiliated or subsidiary company, or if the liquid hydrocarbon content of the gas is so small as to make the installation and operation of field-type separators or comparable equipment unprofitable, or if the pressure of the gas is such that running the gas through separators or comparable equipment would diminish the ability to sell and deliver the separated gas against existing gathering system or pipeline pressures.

(c) On condensate and all other products separated, extracted or manufactured from gas produced from said lands by any extraction, absorption, pressuring or other plant belonging wholly or in part to Lessee or any affiliated or subsidiary company, Twenty-five percent (25%) of the market value of all such condensate and other products so separated, extracted, or manufactured, or, at Lessor's option, Twenty-five percent (25%) of such condensate and other products in kind shall be delivered to Lessor at the plant outlet. In the event of the blending of any part of such condensate or other products with chemical additives for making any product therefrom, the royalty on such products, whether paid in kind or at market value, shall be calculated at the plant outlet on the resulting blended product, less Lessor's proportionate share of the direct cost of such chemical additives and the blending thereof.

(d) On condensate and all other products separated, extracted or manufactured from gas produced from said lands by an extraction, absorption, pressuring or other plant belonging to a third party or parties, Twenty-five percent (25%) of the amount received by Lessee from the sale of condensate and other products separated, extracted or manufactured by said plant and credited to Lessee under the terms of Lessee's contract with such plant.

(e) This lease is intended to cover only oil and gas, but it is contemplated that some sulphur (including sulphur in hydrogen sulfide gas) may be produced necessarily with, and incidental to, the production of oil and gas and, in such event, this lease shall also cover such sulphur so produced. On all sulphur so produced under and by virtue of the terms of this lease, Lessor shall have and be entitled to a royalty of Twenty-five percent (25%) of all such sulphur produced and saved, same to be delivered to Lessor, free of all costs, or, at the option of Lessor, Lessee shall account to Lessor for Twenty-five percent (25%) of the gross amount received by Lessee from the sale of such sulphur.

(f) While there is a gas well or wells on said lands, or on lands pooled therewith, but gas is not being sold or used, Lessee may pay, as royalty, commencing on or before ninety (90) days after the date on which each such gas well is shut-in, the sum of Fifty Dollars (\$50.00) for each acre of said lands described to such gas well pursuant to the provisions of Paragraph 2(c), and, if such payment is made or tendered, this lease shall continue in force and effect for the full ensuing year after such payment as to all of said lands described to such gas well pursuant to the provisions of said Paragraph 2(c) above and for which such payment is made, and the intermittent production of gas from any such well during such year shall not render necessary any new or additional payments of shut-in gas well royalty with respect to such well, but Lessee shall account to Lessor for the royalty on any such gas actually produced in accordance with the other provisions of this Paragraph 3, and this provision shall be recurring (the time for subsequent annual payments for each shut-in well to run from the date the first payment is made on such well); provided, however, that this provision shall not be effective to continue this lease in force and effect as to any shut-in well for a period of more than two (2) consecutive years after the date the first well is shut-in or for shorter periods of time from time to time which aggregate two (2) years in all, but it is further provided that the two (2) year period shall be extended for such length of time, if any, as may elapse because of Lessor's failure to consent to a gas contract negotiated by Lessee and submitted to Lessor as provided in Paragraph (g) below. Any shut-in gas well royalty payment may be made by the check of Lessee delivered to Lessor in The Frost National Bank, P.O. Box 1600, San Antonio, Texas 78296, ATTN: Trust Minerals. This provision as to the payment of shut-in gas royalty is a condition and not a covenant, and the failure to pay any shut-in gas royalty as herein provided shall effect an automatic termination of this lease as to the lands described to the well as to which the failure to pay is applicable.

(g) In computing royalties to be paid Lessor, the value of any oil or gas, condensate or other products of gas shall never be less than the total proceeds received by Lessee or by any affiliated or subsidiary company by reason of the sale of such oil or gas, condensate or other products and/or the dedication of reserves. The total proceeds received shall include, but not be limited to, the fair value of all consideration received by Lessee or by any affiliated or subsidiary company related to the marketing and/or dedication of oil or gas, condensate, other products or reserves (such as take or pay payments, take or pay settlements and awards, dedication payments, advance payments, contract adjustments, gas exchange consideration, contract buy out/buy down payments and similar considerations). Lessee shall be solely responsible for insuring that all such proceeds are received in accordance with all applicable laws and regulations. Except as specifically provided in Subparagraph (c) above, all royalties payable under Subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 3 shall be without deduction for any costs of marketing, gathering, transporting, separating, processing, dehydrating, compressing or other costs involved in making the oil or gas ready for sale or use. In the event Lessor does not elect to take Lessor's royalty oil or gas in kind, as provided for herein, Lessee shall act on behalf of Lessor in negotiating and implementing sales arrangements for royalty oil or gas in accordance with the provisions of this lease, provided that no contract negotiated by Lessee for the sale of gas produced from said lands under this lease and extending for a period in excess of one (1) year shall be valid and effective without Lessor's written consent to such contract. Upon Lessor's written consent to a contract covering the sale of gas produced from said lands, it shall be considered, as between Lessor and Lessee, that such contract reflects the value of gas at the place of sale specified in the contract, and Lessor's royalty on gas sold pursuant thereto shall be calculated in accordance with the price or value provided in such contract. It is expressly provided that Lessee shall not have the right to dedicate said lands or gas reserves in and under said lands to the fulfillment of any public service obligation, and any dedication of gas required to fulfill Lessee's obligations under any gas purchase contract shall be specifically limited to only such gas as may be produced through the wellhead of gas wells on said lands during the period that this lease is being maintained in force and effect in accordance with its terms.

(h) Lessee is unconditionally obligated to Lessor to make and shall be liable for the payment of royalties hereunder irrespective of the failure or bankruptcy of any third party crude oil or gas purchaser, and irrespective of the execution by Lessor of a division order or any similar agreement in favor of any such third party purchaser. Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of the Natural Resources Code of Texas, and failure to so comply shall entitle Lessor to the remedies therein provided. In addition, should Lessee at any time fail to make royalty payments to Lessor in compliance with the applicable provisions of the Natural Resources Code of Texas, Lessor may, at Lessor's election, amend this lease as to such well and said lands ascribed to such well by giving Lessee twenty (20) days advanced written notice of such cancellation. Lessee may void such cancellation by paying Lessor all sums (including interest) then owed by Lessee to Lessor prior to the expiration of said twenty (20) day period. Acceptance by Lessor of royalties which are past due shall not act as a waiver or stoppage of Lessor's right to receive or recover any and all interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due the Lessor hereunder which is made or intended to be made as an offer of settlement or an accord and satisfaction by or on behalf of Lessee, must be accompanied by a Notice of Settlement Offer, so denominated, addressed to Lessor. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction printed or otherwise inserted thereon shall not be deemed an offer of settlement or accord and satisfaction unless accompanied by such a Notice of Settlement Offer. Lessee shall pay all costs of litigation, including reasonable attorney's fees, expert witness and consultation fees incurred by Lessor in connection with any lawsuit in which Lessor is successful in recovering any royalties or interest or in terminating this lease due to Lessee's failure to pay royalties within the period set forth herein.

covered by this lease, and with respect to Lessor's interests in said lands, or in any separate tract, and any other party's interest in said lands, or in any separate tract, such interests shall remain separate ownerships with neither party having any rights, interests or ownership whatsoever in the rights, interests or ownership of the other. Any attempt by an owner of any mineral or royalty interest under a separate tract, now or hereafter, to ratify, adopt or confirm this lease, or any provision herein contained, by any means and thereby effect a pooling, unitization or communitization of any separate tract covered by this lease with any other interests shall by such action specifically ratify, adopt and confirm the entire contents of this Subparagraph and such attempt to effect a pooling, unitization or communitization shall be ineffective, null and void for all purposes. As used in this Subparagraph, the words "separate tract" means any tract with mineral or royalty ownership differing, now or hereafter, either as to parties or accounts, from that as to any other part of the lands covered by this lease.

(c) Notwithstanding anything herein to the contrary, if Lessee completes a well on the leased premises then it is herein agreed that there shall be no pooling unless and until the land covered by this lease shall have been developed to the extent that either all of the leased premises is included in a pool or unit, or there is not sufficient remaining acreage for an additional well to have allocated to it the full amount of acreage being allocated to an oil or gas well, as the case may be, under the spacing pattern authorized by the Texas Railroad Commission. All or any portion of such remaining acreage may then be included in an additional pool or unit formed hereunder. For wells completed off of the lease premises at a legal location, all or any part of said leased premises may be included in said pool or unit.

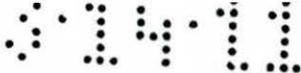
5. Any payments for royalty as set out in Paragraph 3 hereof shall be paid to Lessor or to the credit of Lessor in The Frost National Bank, P. O. Box 1000, San Antonio, Texas 78206, ATTN: Trust Minerals. Lessee may at any time or times execute and deliver to Lessor or place of record a release or releases covering any portion or portions of said lands and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, except obligations theretofore accrued.

6. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent lands not owned by Lessor, or on any lands adjacent to any unit formed under the terms of this lease and not owned by Lessor, or on adjacent lands owned by Lessor which are being explored and developed for oil and gas by a third party or by Lessee under a different lease, and within four hundred sixty-seven feet (467') from or draining said lands, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances; provided, however, Lessee shall not be required to offset any such gas well on adjacent lands unless the gas therefrom is being produced; and, provided further, that, in lieu of drilling an offset to any such well, Lessee shall have the option of paying Lessor, as royalty, a sum equal to the royalties which would be payable under this lease on the production from such well had same been drilled and produced under this lease, and, as long as Lessee may elect to pay such royalty in lieu of drilling an offset well, it will be considered that gas is being produced from said lands within the meaning of Paragraph 2 hereof.

7. The rights of either party hereto may be assigned in whole or in part (except that oil rights shall never be severed from gas rights) and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of said lands or royalties or other payments hereunder or the right to receive same, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. It is provided, however, that Lessee may not assign this lease, or any portion thereof, without the prior written consent to such assignment by Lessor, and no attempted assignment by Lessee shall be effective without the written consent of Lessor. Further, it is specifically provided that Lessee shall not have the right to assign to any third party, nor permit any third party, the right to conduct any type of seismicograph surveys over or upon said lands without the prior written consent of Lessor. If the ownership of the royalties or other payments hereunder becomes changed into separate divided portions of said lands, Lessee shall not be required to offset wells on such separate tracts or portions or to furnish upon or as to any such tract or portion separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to Lessee thereof, no change or division in ownership or right to receive any payments hereunder shall be binding upon Lessee for any purpose until sixty (60) days after the receipt by Lessee by registered mail at Lessee's place of business, from the party acquiring an interest or right, of the duly recorded instrument or instruments, or certified copies thereof, or other legally authenticated written evidence constituting the chain of title of such change. Where such change is the result of death, disability from any cause, or emancipation from disability, of any person, or the new owner is for any reason not judicially competent, no such change in ownership or right to receive any payments hereunder shall be binding on Lessee until sixty (60) days after Lessee shall have furnished Lessee, as above provided, proof satisfactory to Lessee that an appropriate representative has been appointed by a court of competent jurisdiction or until Lessee is furnished other evidence satisfactory to it of the party entitled to receive such payments. In the event of assignment or sublease hereof, in whole or in part, liability for breach of any obligation expressed or implied hereunder shall rest exclusively upon the owner or sublessee of this lease or a portion thereof who commits such breach. Drilling or production on any portion of said lands shall inure to the benefit of the owners of this lease and of any and all portions thereof.

8. With respect to actual operations conducted by Lessee on said lands, it is agreed by and between Lessor and Lessee as follows:





9. When any of the operations contemplated by this lease are delayed or interrupted by operation of force majeure including storm, flood or other act of God, fire, war, rebellion, insurrection, riot, or as a result of order, requisition, or necessity of any governmental agency having jurisdiction, the time of such delay or interruption shall not be counted against Lessee. All express or implied covenants or conditions of this lease shall be subject to all valid federal and state laws, executive orders, rules, or regulations of any governmental agency, state or federal, having jurisdiction, and this lease shall not be terminated in whole or in part, and Lessee shall not be liable in damages for failure to comply therewith, if compliance is prevented from, by or if such failure is a result of any such law, order, rule or regulation. If from any of the above causes, Lessee is prevented from conducting drilling or

(d) Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, and in accordance with all federal, state and local environmental laws, regulations and ordinances, including those enforced by the Railroad Commission of Texas, the Texas Natural Resource Conservation Commission, the U.S. Environmental Protection Agency and any other governmental authorities ("Environmental Laws"). Lessee shall not use, store, manage or dispose of any hazardous materials (as defined below) on said lands, except to the extent such substances are contemporaneously required for, or produced by, actual oil or gas operations on said lands and any such substances shall be used, stored, managed and disposed of in a safe manner, in compliance with all Environmental Laws. Lessee shall insure that all contractors comply with the terms of this Subparagraph. In the event Lessee is notified of any environmentally harmful or dangerous conditions or alleged violations of Environmental Laws on said lands resulting from, or in connection with, Lessee's operations, Lessee, at its sole expense, shall promptly take, and diligently prosecute to completion, all actions required to investigate, clean-up and correct such dangerous or harmful conditions, and to comply with all Environmental Laws. Lessee shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and Lessee shall have no right to control any details of Lessee's operations, nor to designate or control Lessee's contractors. Neither Lessee nor any contractors shall have any right of contribution or indemnity from Lessee for any matters relating to operations on or off said lands by Lessee or conditions on said lands. Lessee hereby releases Lessor from any claims, costs, expenses and liabilities arising out of or relating to conditions on said lands at the beginning of the lease term and agrees to indemnify and hold Lessor harmless from any and all costs, expenses and liabilities, including without limitation, any civil, criminal or administrative fines or penalties, investigation, remediation and monitoring costs, cost of property damage and personal injury, and attorney and consultant fees and expenses arising from, relating to or in connection with (i) Lessee's operations hereunder or (ii) a breach of this Lease. Lessee shall immediately advise Lessor in writing of any event which could constitute a breach by Lessee of matters addressed in this Subparagraph. By commencing any third party alleges damages due to an alleged breach of this provision, Lessee agrees to post a bond payable to Lessor for the amount of the alleged damage, such bond to be maintained at Lessee's expense for the benefit of Lessor's interest until such claim of damage is resolved. The term hazardous materials shall mean any waste, substance or material identified as "hazardous", "hazardous substance", "hazardous material", or "pollutant", or otherwise is regulated by Environmental Laws, including without limitation, salt water, naturally occurring radioactive material and crude oil, petroleum and their derivatives.

(c) Lessee expressly consents and agrees to indemnify and hold Lessor harmless from any and all claims, damages and causes of action asserted by any person or persons for damages which are a result of Lessee's operations conducted under this lease.

(b) Lessor shall have the right, personally or by representative, at Lessor's risk, to have access to the derrick floor together with the right to observe all operations on all wells drilled on said lands, or lands pooled therewith, with the further right to inspect and take samples of all cores and cuttings and witness the taking of all logs and drill stem tests. Upon written request Lessee agrees to furnish Lessor with copies of all logs and surveys taken promptly after taking same. Lessee agrees to divulge to Lessor true and correct raw and non-interpreted technical information as requested by Lessor as to each well, the production therefrom and such raw and non-interpreted information as requested by Lessor in such wells; subject however, to confidentiality and other provisions of Lessee's contracts with third parties pertaining to such information. Lessor shall have the right to be present when wells and/or tanks are gauged and production metered and shall have the right to examine all run tickets and to have full information as to production and runs, and to receive copies of all run tickets upon written request. In addition, Lessee shall furnish Lessor with true copies of all applications and reports made by Lessee to the Railroad Commission of Texas and to any other governmental agency having jurisdiction, such copies to be furnished to Lessor upon written request. After the date of this lease, if Lessee acquires or will conduct, participate in or underwrite any proprietary geophysical surveys on any part of the leased premises, then, Lessee shall allow Lessor, free of cost to Lessor, to review, interpret and use all seismic data and associated survey information; provided however, that Lessor shall keep such data and information confidential.

(a) Prior to the commencement of any operations, Lessee shall give Lessor notice of Lessee's intention to commence operations on said lands, or lands pooled therewith, the type of operations to be conducted, the approximate date of such commencement and the approximate location of same; such notice to be given within a reasonable time prior to the actual commencement of operations.

reworking operations or producing oil or gas from such lands, the time during which Lessee is so prevented shall not be counted against Lessor, and this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such operations. Lessee shall promptly notify Lessor in writing of any such delaying cause that prevents Lessee from complying with the terms and provisions of this lease and steps taken by Lessee to alleviate the same. It is provided, however, that no such law, order, rule, or regulation shall eliminate the necessity for, nor extend the time within which rentals, royalties and other payments provided for herein are to be paid.

10. This lease is executed without warranty by Lessor either express or implied, and without any recourse against the Lessor in the event of any failure of title, not even for the return of any consideration paid. If Lessor owns an interest in the oil and gas in and under said lands less than the entire fee simple estate therein, then the rentals and royalties herein provided shall be reduced proportionately. Lessor hereby agrees that Lessee, at Lessee's option, may purchase and discharge, in whole or in part, any tax, mortgage or other lien upon said lands and thereupon be subrogated to the rights of the holders thereof and may apply royalties and other payments accruing hereunder toward satisfying same or toward reimbursing Lessee.

11. Should Lessee have title to said lands, or any portion thereof, examined and have a title opinion(s) rendered, Lessee shall furnish to Lessor at the above address, a copy of each such title opinion and any supplements thereto. A copy of each such opinion rendered shall be mailed to Lessor at the above address within thirty (30) days after the date of each opinion. Lessee shall not be liable in any way for the contents of any such opinion rendered and delivered to Lessor.

12. The Frost National Bank is acting herein only in its fiduciary capacity and not in its individual capacity. Lessor represents that he is not an employee, officer, or director of Frost National Bank and he does not represent such persons.

13. Upon expiration of any portion of this lease either by lapse of term, cessation of production or failure to continue development as provided under Paragraph 2 Lessee shall promptly execute, place of record and deliver to Lessor a release of the appropriate acreage. Should Lessee fail to do so, Lessor shall pay a penalty of \$100,000 per day to Lessor commencing on the 61st day after Lessor has mailed to Lessee a request for such release. This penalty shall not exceed the total sum of \$10,000.

14. Lessor and Lessee have executed a Memorandum of Oil and Gas Lease contemporaneously with the execution of this lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this lease, may be recorded in the appropriate records of the County in which said lands are located in lieu of the recording of this lease in its entirety. The recording of said Memorandum of Lease shall be binding upon Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns, the same as if this lease was filed of record in its complete text.

15. Texas law shall govern any actions brought with respect to this lease thereto, and venue for any suit brought hereunder shall be in either Bexar County, Texas or the county in which the leased premises is located, such county to be chosen exclusively by Lessor. The applicable Texas statutes of limitation shall govern the filing of suits brought hereunder, however, all causes of action relating to or arising out of this lease shall be tolled during the existence of this lease.

16. To the extent that Lessors and Lessee have contracted herein for the performance of certain duties upon the Lessee which are implied by law, it is not the intention of Lessors and Lessee to limit or lessen the duties implied by law upon the Lessee, but Lessors and Lessee expressly agree and intend that Lessee's duties under such implied covenants be those contracted herein or those implied by law, whichever is the greater duty upon the Lessee. Lessee agrees to make a good faith effort to give notice to Lessor of the existence of any potential claim or cause of action against a third party who is, or may be draining, overproducing, unlawfully depleting, or otherwise damaging any reservoir underlying the leased premises, in a timely fashion so that Lessors may assert Lessors' own claim, or cause of action in a court of appropriate jurisdiction, or before a regulatory agency. Lessee must give such notice to Lessors within 90 days of the date that Lessee becomes aware of the existence of such potential claim or cause of action. If such claim or cause of action is asserted and if Lessee recovers damages from such third party, then the Lessors will be entitled to their fractional royalty share of any such recovery.

17. All written requests and notices to Lessee shall be directed to the attention of the "Onshore Land Department", Mariner Energy, Inc., 2000 West Sam Houston Pkwy. South, Suite 2000, Houston, Texas 77042-3622

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

THE FROST NATIONAL BANK, TRUSTEE for Account
W00551200
TAX ID: 75-1528075

By: Jack Nahoum Jr.
JACK NAHOUM JR.
VICE PRESIDENT

"LESSOR"

Mariner Energy, Inc.

By: _____

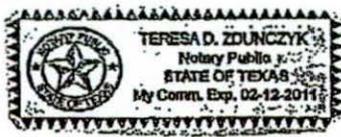
"LESSEE"

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, in and for said county, Texas, on this day personally appeared JACK NAHOUM JR., VICE PRESIDENT, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said FROST NATIONAL BANK, a national banking association, and that he executed the same as the act of said bank for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of October, 2008.

Teresa D. Zdunczyk
Notary Public, State of Texas

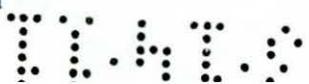


STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

Notary Public, State of Texas



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2559

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between JANET DEE KOHNE as Lessor (whether one or more), whose address is: 8521 EAST GOBBLER DRIVE, FLORAL CITY, FL 34436 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A Tract of Land out of SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 7/536. Containing 1.142332415 Acres, more or less.

All of Lots 5 and 6, Block 16 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

All of Lots 2 and 4, Block 34 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **1.785123815 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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.

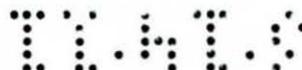
2. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: **DIRECTLY TO LESSOR**

Mailing Address: **LESSOR'S ADDRESS SHOWN ABOVE**

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JANET DEE KOHNE



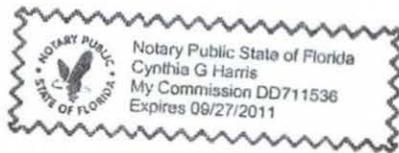
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Citrus

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This instrument was acknowledged before me on the 1st day of December, 2009, by JANET DEE KOHNE.



Cynthia G. Harris
Notary Public, State of Florida

Cynthia G. Harris
Notary's Name (printed):

My Commission Expires: _____

FILED

AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2559

Rebecca Bada

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antoinette Jones
DEPUTY

STATE OF TEXAS
COUNTY OF GLASSCOCK

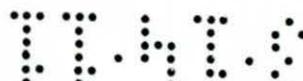
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 139 PAGE 809
RECORDED December 28, 2009



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2553

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 20th day of November, 2009, between JAIME ALVARADO as Lessor (whether one or more), whose address is: P.O. BOX 181, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

**Lot 12, Block 4, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1
Plat Records of Glasscock County, Texas, Containing 0.1606978 acres, more or less.**

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.1606978 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

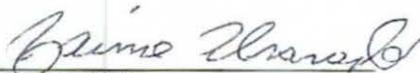
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JAIME ALVARADO

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Glasscock

§
§
§

This instrument was acknowledged before me on the 3rd day of December, 2009, by JAIME ALVARADO.



Tina Flores
Notary Public, State of Texas

Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 8:00 O'CLOCK A M
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2553

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. 139 PAGE 791
RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2570

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 10th day NOVEMBER, 2009, between MARION G. CARTER, DEALING WITH HIS SOLE AND SEPARATE PROPERTY, as Lessor (whether one or more), whose address is: 451 HILLGER, BIG SPRING, TX 79720, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 300' by 150' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 7/150, containing 1.033057851 acres, more or less.

A Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds as the Second Tract in Deed 7/396.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **1.515154 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total



number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


MARION G. CARTER



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HOWARD

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This instrument was acknowledged before me on the 12th day of November, 2009, by MARION G. CARTER DEALING WITH HIS SOLE AND SEPARATE PROPERTY.



Frances Garcia
Notary Public, State of TEXAS
Frances Garcia
Notary's Name (printed):

My Commission Expires: 5-13-2013

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2570

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Winters 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 Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 139 PAGE 842
RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#5329

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 20th day OCTOBER, 2010, between WILLIAM FRED CHANEY, as Lessor (whether one or more), whose address is: 7108 E. CO. RD. 110, MIDLAND, TX 79706 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 11-16 and 18-23, in Block 24, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.9527089 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.9527089 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fourth (1/4)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fourth (1/4)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fourth (1/4)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fourth (1/4)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fourth (1/4)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

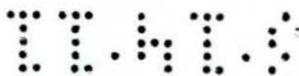


royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: William Fred Chaney
WILLIAM FRED CHANEY

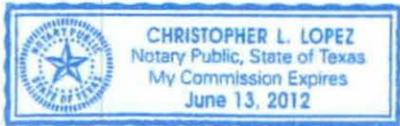


ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

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This instrument was acknowledged before me on the 20th day of October, 2010, by WILLIAM FRED CHANEY.



Christopher L. Lopez
Notary Public, State of TEXAS
CHRISTOPHER L. LOPEZ
Notary's Name (printed):

My Commission Expires: June 13, 2012

FILED
AT 10:00 O'CLOCK A. M.
ON THE 18 DAY OF November
A.D., 2010
INS. NO. 5329

Rebecca Barla
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 Barla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 155 PAGE 105
RECORDED November 18, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2551

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day November, 2009, between AUDNA ROSE DAVIS STULL, TRUSTEE FOR THE FRANK NORMAN DAVIS MARITAL DEDUCTION TRUST, as Lessor (whether one or more), whose address is: P.O. BOX 2546, SOUTH PADRE, TX 78597 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee: WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 1-6, Block 22, and Lots 1-6, Block 33, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 1.9605142 acres, more or less.

A Tract of Land containing 22 acres, more or less, out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, Save and Except a Tract of approximately 3.785 acres, more particularly described in Right of Way Deed 47/375. More particularly described by Metes and Bounds in Deed 7177.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 5.7455142 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in



lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

FRANK NORMAN DAVIS MARITAL DEDUCTION TRUST

LESSOR: Andra Rose Davis-Stull Trustee
ANDRA ROSE DAVIS STULL, TRUSTEE
Andra



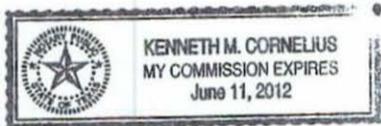
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Cherokee

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This instrument was acknowledged before me on the 2nd day of December, 2009, by AUDNA ROSE DAVIS STULL, AS TRUSTEE FOR THE FRANK NORMAN DAVIS MARITAL DEDUCTION TRUST.



[Signature]
Notary Public, State of TEXAS

Kenny Cornelius
Notary's Name (printed):

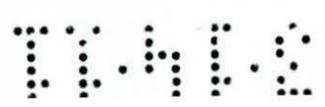
My Commission Expires: 6-12-12

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2551

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Christina 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. 139 PAGE 785
RECORDED December 28, 2009



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2552

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day November, 2009, between AUDNA ROSE DAVIS STULL, AS TRUSTEE FOR THE DAVIS FAMILY TRUST, as Lessor (whether one or more), whose address is: P.O. BOX 2546, SOUTH PADRE, TX 78597 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A Tract of Land containing 22 acres, more or less, out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, Save and Except a Tract of approximately 3.785 acres, more particularly described in Right of Way Deed 47/375. More particularly described by Metes and Bounds in Deed 7/77.

All of Lots 1-6, Block 22, and Lots 1-6, Block 33, Original Town of Garden City, Texas as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 1.9605142 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 5.7455142 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

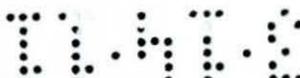
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. Whenever 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

THE DAVIS FAMILY TRUST

LESSOR:

Audna Rose Davis Stull, Trustee
AUDNA ROSE DAVIS STULL, TRUSTEE



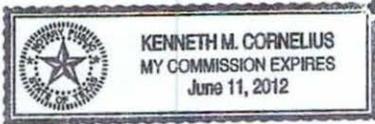
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Cameron

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This instrument was acknowledged before me on the 2nd day of December, 2009, by AUDNA ROSE DAVIS STULL, AS TRUSTEE FOR THE DAVIS FAMILY TRUST.



[Signature]
Notary Public, State of TEXAS
Kenny Cornelius
Notary's Name (printed):

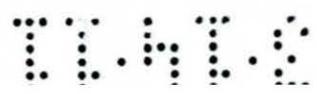
My Commission Expires: 6-11-12

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2552

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 Antonia Jones DEPUTY

Rebecca Batla
County Clerk, Glasscock County, Texas
OFFICIAL PUBLIC RECORDS
VOL. 139 PAGE 788
RECORDED December 28, 2009



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#4626

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 28th day of DECEMBER, 2009, between JAMES BEDNAR, as Lessor (whether one or more), whose address is: P.O. BOX 262, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 300' by 140' Tract of land out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock, Texas, more particularly described by metes and bounds in Deed 257/214. Containing 0.9641873 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.9641873 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fourth (1/4)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fourth (1/4)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fourth (1/4)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fourth (1/4)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fourth (1/4)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

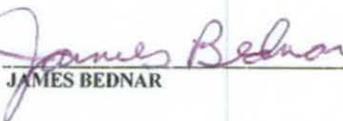


royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JAMES BEDNAR



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

200908

This instrument was acknowledged before me on the 20th day of July, 2009, by JAMES BEDNAR.



Tina Moreno
Notary Public, State of TEXAS

Tina Moreno
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 8:00 O'CLOCK A. M.
ON THE 30 DAY OF August
A.D., 2010
INS. NO. 4626

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

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonia Jean
DEPUTY

OFFICIAL PUBLIC RECORDS
VOL. 150 PAGE 631
RECORDED August 30, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2868

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 14th day of DECEMBER, 2009, between JOHNNY MCGREGOR AND MICKIE F. MCGREGOR, HUSBAND AND WIFE, as Lessor (whether one or more), whose address is: P.O. BOX 430, NEMO, TX 77042 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A Tract of Land out of SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 7/536, Referred to as Tract AA on Plat. Containing 1.142332415 Acres, more or less.

All of Lots 5 and 6, Block 16 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

All of Lots 2 and 4, Block 34 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.3213957 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.785123815 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

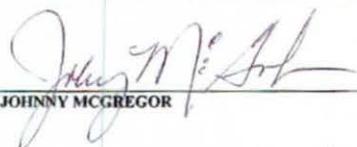
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

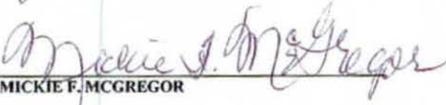
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. Whenever 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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 its 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JOHNNY MCGREGOR

LESSOR:


MICKIE F. MCGREGOR

Producers 88 (7-69) — Paid Up
With 640 Acres Pooling Provision

ACKNOWLEDGMENT

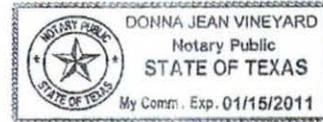
STATE OF TEXAS

COUNTY OF SOMERVELL

This instrument was acknowledged before me on the 25th day of JANUARY, 2009, by JOHNNY MCGREGOR, HUSBAND.

Donna Jean Vineyard
Notary Public, State of TEXAS
DONNA JEAN VINEYARD
Notary's Name (printed):

My Commission Expires: 1/15/2011



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF SOMERVELL

This instrument was acknowledged before me on the 25th day of JANUARY, 2009, by MICKIE F. MCGREGOR, WIFE.

Donna Jean Vineyard
Notary Public, State of TEXAS
DONNA JEAN VINEYARD
Notary's Name (printed):

My Commission Expires: 1-15-2011



FILED
AT 10:00 O'CLOCK A. M.
ON THE 12 DAY OF February
A.D., 2010
INS. NO. 2868

Rebecca Barta
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonina 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 Barta
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 141 PAGE 578
RECORDED February 12, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2556

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between ROSEMARY ANN HODGE as Lessor (whether one or more), whose address is: 313 CROSSWINDS DRIVE, PALM HARBOR, FL 34683 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A Tract of Land out of SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 7/536. Containing 1.142332415 Acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.142332415 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

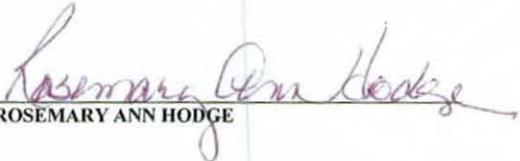


royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


ROSEMARY ANN HODGE



ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Pinellas

§
§
§

This instrument was acknowledged before me on the 30th day of November, 2009, by ROSEMARY ANN HODGE.

NOTARY PUBLIC-STATE OF FLORIDA
Julie J. Small
Commission # DD891732
Expires: JULY 20, 2013
BONDING THROUGH ATLANTIC BONDING CO., INC.

Julie J. Small
Notary Public, State of Florida

Julie J. Small
Notary's Name (printed):

My Commission Expires: 7/20/13

FILED

AT 8:00 O'CLOCK A M
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2556

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

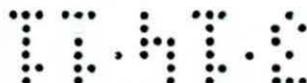
County Clerk, Glasscock County, Texas

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Hortencia Jones
DEPUTY

OFFICIAL PUBLIC RECORDS

VOL. 139 PAGE 800
RECORDED December 28, 2009



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2337

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 22nd day OCTOBER, 2009, between JAMES R. CUNNINGHAM, JR., as Lessor (whether one or more), whose address is: 3145 POWHATAN CT., SOUTHLAKE, TX 76092 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 4, 5 and 6, Block 12 Original Town of Garden City as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.4820936 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.4820936 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

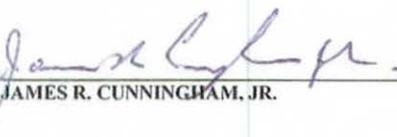


royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:

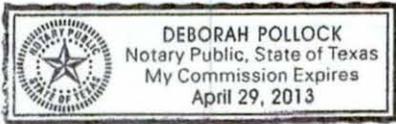

JAMES R. CUNNINGHAM, JR.



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 24th day of October, 2009, by JAMES R. CUNNINGHAM, JR.



Deborah Pollock
Notary Public, State of TEXAS
Deborah Pollock
Notary's Name (printed):

My Commission Expires: 4/29/13

FILED
AT 10:00 O'CLOCK A. M
ON THE 24 DAY OF November
A.D., 2009
INS. NO. 2337

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Monte... 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 Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 138 PAGE 735
RECORDED November 24, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2558

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between PHINEAS LEE KEITH as Lessor (whether one or more), whose address is: 120 LAURE ST., SAN FRANCISCO, CA 94112 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 50' by 140' Tract of Land out of the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County. More particularly described by metes and bounds in deed 130/54. Containing 0.1606978 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.1606978 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: Phineas Lee Keith
PHINEAS LEE KEITH



ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

100
100
100

This instrument was acknowledged before me on the 30TH day of Nov., 2009, by PHINEAS LEE KEITH.

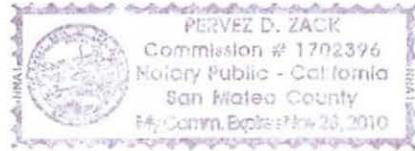
Pervez D. Zack

Notary Public, State of California

PERVEZ D. ZACK.

Notary's Name (printed):

My Commission Expires: Nov-29 2010.



FILED

AT 8:02 O'CLOCK A. M.

ON THE 28 DAY OF December

A.D., 2009

INS. NO. 2558

Rebecca Bada

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Norman 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 Bada

County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 139 PAGE 806

RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2744

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 3rd day of DECEMBER, 2009, between JAMES T. CYPERT, JR., as Lessor (whether one or more), whose address is: P.O. BOX 63, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 13-18 Printed Figures also known as Lots 2-7 Written in Black Ink on Plat, Block 25, and being further described as the North West Quarter of Block 25, Original Town of Garden City, Texas, Plat Recorded Volume 1, Page 1, Plat Records. Containing 0.4820936 acres, more or less.

All of Lots 3-7 Printed Figures also described as Lots 13-17 Red Figures on plat, Original Town of Garden City, Texas, being further described as the 3rd, 4th, 5th, 6th and 7th Lots West of the South East Corner of Block 25. Plat recorded Volume 1, Page 1 Plat Records. Containing 0.3730486 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.8551422 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

- or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.
4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force,

and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


 JAMES T. CYPERT, JR.

ACKNOWLEDGMENT

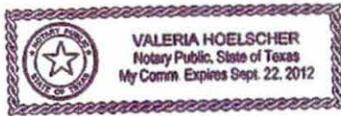
STATE OF TEXAS
COUNTY OF GLASSCOCK

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This instrument was acknowledged before me on the 30th day of December, 2009, by JAMES T. CYPERT, JR.

Valeria Hoelscher
Notary Public, State of Texas

Valeria Hoelscher
Notary's Name (printed):



My Commission Expires: 9-22-2012

FILED
AT 10:00 O'CLOCK A. M.
ON THE 29 DAY OF January
A.D., 2010
INS. NO. 2744

Rebecca Barla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Shirley Ann 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 Barla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 141 PAGE 078
RECORDED January 29, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2813

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 3rd day of DECEMBER, 2009, between JAMES CYPERT AND NITA CYPERT, HUSBAND AND WIFE, as Lessor (whether one or more), whose address is: P.O. BOX 63, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 4-12 Original Black Figures, Block 17, Original Town of Garden City, Texas, as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County, further described as being the 4th through 12th Lots from the South end of the East Half of Block 17, Garden City, Texas. Acreage is estimated to be 0.7747933.

All of Lots 9-12, Block 27 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.6427915 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.4175848 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) 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 one-fourth (1/4) products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas other than casinghead gas. (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in



- lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
 6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
 9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
 11. 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 hereof 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.
 12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: *James Cypert*
JAMES CYPERT

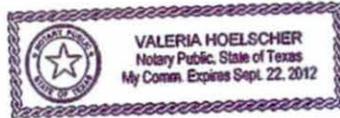
LESSOR: *Nita Cypert*
NITA CYPERT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 30th day of December, 2009, by JAMES CYPERT, HUSBAND.



Valeria Hoelscher
Notary Public, State of Texas

Valeria Hoelscher
Notary's Name (printed):

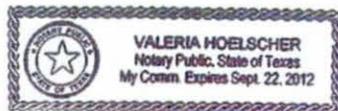
My Commission Expires: 9-22-2012

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 30th day of December, 2009, by NITA CYPERT, WIFE.



Valeria Hoelscher
Notary Public, State of Texas

Valeria Hoelscher
Notary's Name (printed):

My Commission Expires: 9-22-2012

FILED
AT 8:00 O'CLOCK A. M.
ON THE 8 DAY OF February
A.D., 2010
INS. NO. 2813

Rebecca Bada
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.

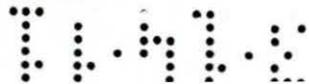


Rebecca Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 141 PAGE 360

RECORDED February 8, 2010



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2815

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 15th day of DECEMBER, 2009, between GLENN JOE RILEY, as Lessor (whether one or more), whose address is: P.O. BOX 175, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 4-12 Original Black Figures, Block 17, Original Town of Garden City, Texas, as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County, further described as being the 4th through 12th Lots from the South end of the East Half of Block 17, Garden City, Texas. Acreage is estimated to be 0.7747933.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.7747933 acres, whether actually containing more or less, and the above recital of acreage in any tract 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.

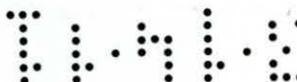
2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.
3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as



- though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
 6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
 9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
 11. 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 hereof 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.
 12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: 
GLENN JOE RILEY



ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF Maricopa

This instrument was acknowledged before me on the 31st day of June, 2009, by GLENN JOE RILEY.

Virginia Randt
Notary Public, State of AZ

VIRGINIA RANDT
Notary's Name (printed):

My Commission Expires: 10-30-10



FILED
AT 8:00 O'CLOCK A. M.
ON THE 8 DAY OF February
A.D., 2010
INS. NO. 2815

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Scottie Ann Jones
DEPUTY

STATE OF TEXAS
COUNTY OF GLASSCOCK

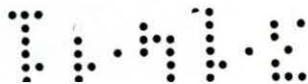
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Glasscock County, Texas, as stamped hereon by me.



Rebecca Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL 141 PAGE 366
RECORDED February 8, 2010



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2814

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 14th day of DECEMBER, 2009, between GARDEN CITY CHURCH OF CHRIST, as Lessor (whether one or more), whose address is: P.O. BOX 93, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Block 19 Save and Except 5 Lots Being 25' North and South and 130' East and West out of the South East Corner (SEC) of Block 19, Lots more particularly described in deeds 228/220 DR and 119/320 DR, Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Acreage is estimated to be 1.4267676 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.4267676 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well as a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding

royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

GARDEN CITY CHURCH OF CHRIST

BY: *Samuel T. Gypco*

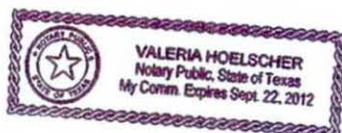
TITLE: Trce.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Glasscock

This instrument was acknowledged before me on the 30th day of December, 2009, by James T. Cyfert acting in his/her capacity as Treas for the GARDEN CITY CHURCH OF CHRIST.



Valeria Hoelscher
Notary Public, State of TEXAS
Valeria Hoelscher
Notary's Name (printed):

My Commission Expires: 9-22-2012

FILED
AT 8:00 O'CLOCK A M
ON THE 8 DAY OF February
A.D., 2010
INS. NO. 2814

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Northman 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 Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 141 PAGE 363
RECORDED February 8, 2010

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#2563

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between JAN ANN PINBOROUGH as Lessor (whether one or more), whose address is: 3810 TERRACE HEIGHTS, SALT LAKE CITY, UT 84109 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 11 and 12, Block 13, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.3213957 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The

formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JAN ANN PINBOROUGH

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF Salt Lake

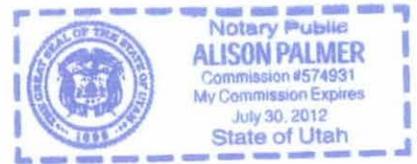
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This instrument was acknowledged before me on the 23 day of NOV, 2009, by JAN ANN PINBOROUGH.

Alison Palmer
Notary Public, State of Utah

ALISON PALMER
Notary's Name (printed):

My Commission Expires: July 30, 2012



FILED

AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2563

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

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Hortensia Jones
DEPUTY

OFFICIAL PUBLIC RECORDS
VOL. 139 PAGE 821
RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

4676

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 15th day of AUGUST, 2010, between EMMA C. SCHAFER, dealing in her separate property, as Lessor, whose address is: Box 194, Garden City, Texas 79739-0194, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Block 1 and Lot 1, 2 and 3, Block 13, Calverley Heights Addition,
located in the SW/4 and the W/2 SE/4 of Section 1, Block 34, T-4-S, Glasscock County, Texas,
containing 2.548 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 2.548 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) 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 one-fourth (1/4) products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual

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 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: Emma C. Schaffer
EMMA C. SCHAFER

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF GLASSCOCK §

This instrument was acknowledged before me on the 18th day of August, 2010, by EMMA C. SCHAFER, dealing in her separate property.



Tina Moreno
Notary Public, State of Texas
My Commission Expires: 08-25-2010

FILED

AT 8:00 O'CLOCK A. M.
ON THE 7 DAY OF September
A.D., 2010
INS. NO. 4676

STATE OF TEXAS
COUNTY OF GLASSCOCK

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

Rebecca Barla



Rebecca Barla

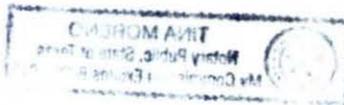
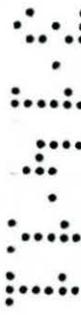
County Clerk, Glasscock County, Texas

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

BY *Walter Dean* DEPUTY

VOL 150 PAGE 830
RECORDED September 7, 2010



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2697

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 24th day of NOVEMBER, 2009, between J. E. WOOTEN AND BERTIE MAE WOOTEN, HUSBAND AND WIFE, as Lessor (whether one or more), whose address is: P.O. BOX 296, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 300' by 172' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 43/224, Save and Except a 300' by 72' Tract of land, more particularly described by metes and bounds in Deed 159/749. Containing 0.688705234 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.688705234 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as

- though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
 6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
 9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
 11. 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 hereof 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.
 12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


J.E. WOOTEN

LESSOR:


BERTIE MAE WOOTEN

Proc. fees 88 (7-69) — Paid Up
With 640 Acres Pooling Provision

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 10th day of December, 2009, by J. E. WOOTEN, HUSBAND.



Tina Flores
Notary Public, State of TEXAS
Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 10th day of December, 2009, by BERTIE MAE WOOTEN, WIFE.



Tina Flores
Notary Public, State of TEXAS
Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 21 DAY OF January
A.D., 2010
INS. NO. 2697

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Hortensia 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. 140 PAGE 766
RECORDED January 21, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2567

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between JO ANN WOOTEN TURNER as Lessor (whether one or more), whose address is: P.O. BOX 295, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 300' by 72' Tract of land out of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in that certain deed dated December 12, 1976 Recorded in Volume 159/749. Containing .495867769 Acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **.495867769 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

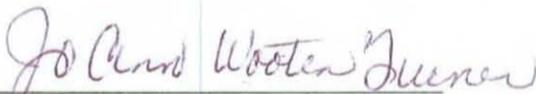
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as

though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JO ANN WOOTEN TURNER

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 30 day of Nov, 2009, by JO ANN WOOTEN TURNER.



Katherine Wheat
Notary Public, State of TEXAS
Katherine Wheat
Notary's Name (printed):

My Commission Expires: _____

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2567

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 Bada
County Clerk, Glasscock County, Texas

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Hortensia Jones
DEPUTY

OFFICIAL PUBLIC RECORDS
VOL. 139 PAGE 833
RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#4155

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 31st day of DECEMBER, 2009, between JAMES TEAGUE, P.C., as Lessor (whether one or more), whose address is: 4086 GROUSEWOOD DR., MYRTLE BEACH, SC 29588 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 1 and 2, Block 42, Original Town of Garden City, Texas, as described on plat, recorded in Volume 1, Page 1 Plat Records of Glasscock County, Texas Containing 0.3213957 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.3213957 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

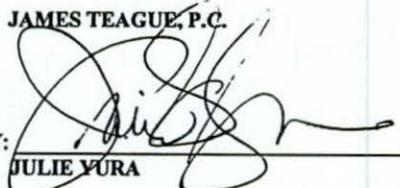
royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

JAMES TEAGUE, P.C.

BY:


JULIE YURA

TITLE:

President

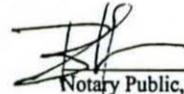
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF Horry

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This instrument was acknowledged before me on the 15th day of January, 2010, by JULIE YURA, acting in her capacity as of JAMES TEAGUE, P.C.

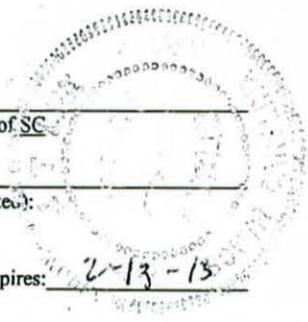


Notary Public, State of SC

B.T. Lee

Notary's Name (printed):

My Commission Expires: 2-13-13



FILED

AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF June
A.D., 2010
INS. NO. 4155

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. 147 PAGE 822

RECORDED June 28, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#3112

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between JUAN SALAZAR, JR., as Lessor (whether one or more), whose address is: P.O. BOX 53, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 18-19, Block 32 Original Town of Garden City, as described on plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.2984389 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.2984389 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

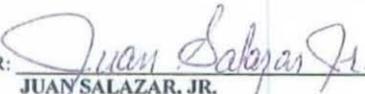
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JUAN SALAZAR, JR.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GLASSCOCK

§
§
§

This instrument was acknowledged before me on the 12th day of February, 2009, by JUAN SALAZAR, JR.



Tina Moreno
Notary Public, State of TEXAS
Tina Moreno
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 10 DAY OF March
A.D., 2010
INS. NO. 3112

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Nortensia 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 Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 142 PAGE 851
RECORDED March 10, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

3113

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between JUAN SALAZAR, SR., as Lessor (whether one or more), whose address is: P.O. BOX 53, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 7-15, Block 32 Original Town of Garden City, as described on plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.9641873 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

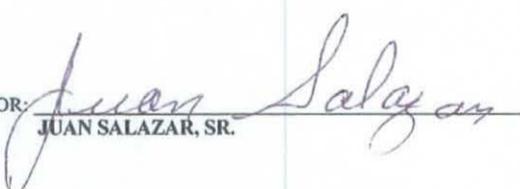
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JUAN SALAZAR, SR.

ACKNOWLEDGMENT



STATE OF TEXAS
COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 11th day of February, 2009, by JUAN SALAZAR, SR.

Tina Moreno
Notary Public, State of TEXAS
Tina Moreno
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.,
ON THE 10 DAY OF March
A.D., 2010
INS. NO. 3113

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY [Signature]
DEPUTY

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

Rebecca Bada
County Clerk, Glasscock County, Texas
OFFICIAL PUBLIC RECORDS
VOL. 142 PAGE 854
RECORDED March 10, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#3114

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 6th day NOVEMBER, 2009, between GERALD SALAZAR, as Lessor (whether one or more), whose address is: P.O. BOX 53, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 20 and 21, Block 32 Original Town of Garden City, Texas as described on Plat recorded Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.1492194 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.1492194 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


GERALD SALAZAR

ACKNOWLEDGMENT



STATE OF TEXAS
COUNTY OF GLASSCOCK

§
§
§

This instrument was acknowledged before me on the 11th day of February, 2009, by GERALD SALAZAR.

Tina Moreno
Notary Public, State of TEXAS
Tina Moreno
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 10 DAY OF March
A.D., 2010
INS. NO. 3114

Rebecca Bada
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 Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 142 PAGE 857
RECORDED March 10, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2561

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 24th day of NOVEMBER, 2009, between ROXANNE ORR, as Lessor (whether one or more), whose address is: 1402 MURRAY ST., MIDLAND, TX 79701, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 1-6, Block 26 Original Town of Garden City, Texas as described on Plat recorded Volume 1, Page 1 Plat Records of Glasscock County. Containing 0.9641873 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.9641873 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

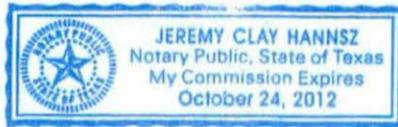
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR: Roxanne Orr
ROXANNE ORR

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on the 24th day of November, 2009, by ROXANNE ORR.



Jeremy Clay Hannsz
Notary Public, State of TEXAS
Jeremy Clay Hannsz
Notary's Name (printed):

My Commission Expires: October 24, 2012

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2561

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. 139 PAGE 815
RECORDED December 28, 2009

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Notary John DEPUTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2562

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 1st day of DECEMBER, 2009, between JERRY PARKER, as Lessor (whether one or more), whose address is: P.O. BOX 482, TAYLOR, TX 76574 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 1320' by 208' 8" Tract of Land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by metes and bounds in Deed 42/120, Save and Except a One Acre Tract of land described in Deed 159/129, containing 5.3257575 Acres, more or less

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 5.3257575 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

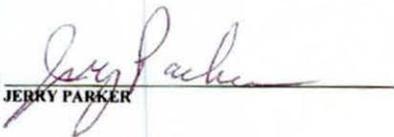
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as

though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


JERRY PARKER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 4th day of December, 2009, by JERRY PARKER.



Maritza Johnson
Notary Public, State of TEXAS

Maritza Johnson
Notary's Name (printed):

My Commission Expires: 7-28-13

FILED
AT 8:00 O'CLOCK A. M.
ON THE 28 DAY OF December
A.D., 2009
INS. NO. 2562

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Hortensia 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 Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 139 PAGE 818
RECORDED December 28, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2336

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 23rd day OCTOBER, 2009, between GROVER W. MURPHY AND DARLENE L. MURPHY, HUSBAND AND WIFE, as Lessor (whether one or more), whose address is: P.O. BOX 81, GARDEN CITY, TX 79739, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

Two lots out of the E/2 of Block 19, being the most southerly two lots of the E/2 of Block 19, and being a parcel of land 50' wide in a N&S direction and 130' long in a E&W direction, Original Town of Garden City, Texas, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.2984389 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.2984389 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

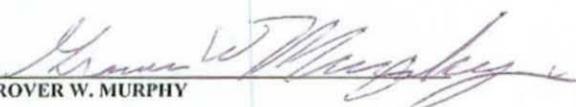
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The

formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

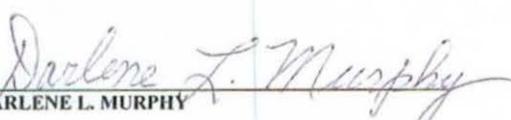
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. Whenever 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


GROVER W. MURPHY

LESSOR:


DARLENE L. MURPHY

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

us
us
us

This instrument was acknowledged before me on the 26th day of October, 2009, by GROVER W. MURPHY, HUSBAND.



Tina Flores
Notary Public, State of TEXAS
Tina Flores
Notary's Name (printed):

My Commission Expires: 8-25-2010

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GLASSCOCK

us
us
us

This instrument was acknowledged before me on the 26th day of October, 2009, by DARLENE L. MURPHY, WIFE.



Tina Flores
Notary Public, State of TEXAS
Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED

AT 10:00 O'CLOCK A. M.
ON THE 24 DAY OF November
A.D., 2009
INS. NO. 2336

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 Bada
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 138 PAGE 732
RECORDED November 24, 2009

Rebecca Bada
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonia Jones
DEPUTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2699

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 8th day of DECEMBER, 2009, between JUAN MEDRANO, JR., as Lessor (whether one or more), whose address is: 136 CR 394, MATHIS, TX 78368 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 7-11, Block 26, Original Town of Garden City, as described on Plat recorded, Volume 1, Page 1, Plat Records of Glasscock County. Containing 0.8034894 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.8034894 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as

- though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.
5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
 6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
 9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
 11. 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 hereof 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.
 12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

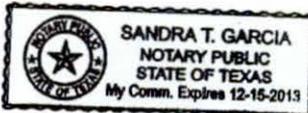
LESSOR: Juan Medrano, Jr.
JUAN MEDRANO, JR.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF San Patricio

This instrument was acknowledged before me on the 22nd day of December, 2009, by JUAN MEDRANO, JR.



Sandra T. Garcia

Notary Public, State of TEXAS

Sandra T. Garcia

Notary's Name (printed):

My Commission Expires: 12-15-2013

FILED
AT 10:00 O'CLOCK A. M.
ON THE 21 DAY OF January
A.D., 2010
INS. NO. 2699

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonia Jean
DEPUTY

STATE OF TEXAS
COUNTY OF GLASSCOCK

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



Rebecca Badla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 140 PAGE 772

RECORDED January 21, 2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2338

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 23rd day OCTOBER, 2009, between DANIEL W. KUJAWSKI AND JEAN A. KUJAWSKI, HUSBAND AND WIFE, as Lessor (whether one or more), whose address is: P.O. BOX 154, GARDEN CITY, TX 79739, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 1, 2, 3 and 4, Block 16 Original Town of Garden City, as described on plat, recorded Volume 1, Page 1 Plat Records of Glasscock County, Texas. Containing 0.6427915 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.6427915 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fifth (1/5)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

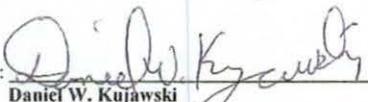
or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein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

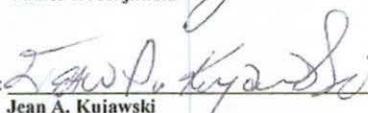
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any

used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: 
Daniel W. Kujawski

LESSOR: 
Jean A. Kujawski

Producers 88 (7-69) — Paid Up
With 640 Acres Pooling Provision

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 3rd day of Nov., 2009, by DANIEL W. KUJAWSKI HUSBAND.



Katherine Wheat
Notary Public, State of TEXAS

Katherine Wheat
Notary's Name (printed):

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 3rd day of November, 2009, by JEAN A. KUJAWSKI WIFE.



Katherine Wheat
Notary Public, State of TEXAS

Katherine Wheat
Notary's Name (printed):

My Commission Expires: _____

FILED
AT 10:00 O'CLOCK A. M.
ON THE 24 DAY OF November
A.D., 2009
INS. NO. 2338

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Northern Jean DEPUTY



Rebecca Badla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 138 PAGE 738
RECORDED November 24, 2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2747

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 22nd day of DECEMBER, 2009, between MARGARET A. HORN, as Lessor (whether one or more), whose address is: 3074 GOLF CREST RIDGE ROAD, EL CAJON, CA 92019 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of **10.00** Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

All of Lots 1 and 2, Block 35 Original Town of Garden City, Texas as described on plat, recorded Volume 1, Page 1, Plat Records of Glasscock County, Texas. Containing 0.3213957 acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.3213957 acres**, whether actually containing more or less, and the above recital of acreage in any tract 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. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3 years** from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **one-fourth (1/4)** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **one-fourth (1/4)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fourth (1/4)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, **one-fourth (1/4)** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fourth (1/4)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

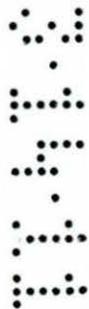
Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of

royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.



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

LESSOR: Margaret A. Horn
MARGARET A. HORN

SEE ATTACHED CALIFORNIA NOTARIAL DOCUMENT
✓ All-Purpose Acknowledgment _____ Jurat With Affiant Statements
Copy Certification by Document Custodian
Dated 1/15/10 *nh*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego }
On Jan 15, 2010 before me, N. Howard, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Margaret A. Horn
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature N. Howard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

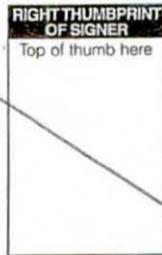
Title or Type of Document: Oil, Gas & Mineral Lease Agreement Made 22nd December 2009
Document Date: 22nd December 2009 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Margaret A. Horn
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: self



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



FILED

AT 10:00 O'CLOCK A. M.
ON THE 29 DAY OF January
A.D., 2010
INS. NO. 2747

Rebecca Batda

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY *Christina 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.



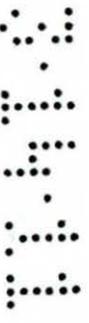
Rebecca Batda

County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS

VOL. 141 PAGE 088

RECORDED January 29, 2010



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2698

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 22nd day OCTOBER, 2009, between MICHAEL HOCH, as Lessor (whether one or more), whose address is: P.O. BOX 59, GARDEN CITY, TX 79739 and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 140' by 200' Tract of land in the NW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas. More particularly described by Metes and Bounds in Deed 171/11. Containing 0.642791552 Acres, more or less. Referred to as Tract F Save and Except Tracts M and W on Plat.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 0.642791552 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

4. 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, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as

though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder. Any production from the leased premises shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR: Michael Hoch
MICHAEL HOCH

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 9th day of December, 2009, by MICHAEL HOCH.



Tina Flores
Notary Public, State of TEXAS

Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 21 DAY OF January
A.D., 2010
INS. NO. 2698

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

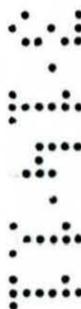


Rebecca Batla
County Clerk, Glasscock County, Texas

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Antonia Jones
DEPUTY

OFFICIAL PUBLIC RECORDS
VOL. 140 PAGE 769
RECORDED January 21, 2010



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#2693

OIL, GAS & MINERAL LEASE

THIS AGREEMENT made this 3rd day of DECEMBER, 2009, between RICKY HARSTON, DEALING WITH HIS SOLE AND SEPARATE PROPERTY, as Lessor (whether one or more), whose address is: P.O. BOX 41, GARDEN CITY, TX 79739, and MARINER ENERGY, INC., 2000 W. SAM HOUSTON PKWY S, STE. 2000, HOUSTON, TEXAS 77042-3622, Lessee; WITNESSETH:

1. Lessor, in consideration of 10.00 Dollars, 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, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of GLASSCOCK, State of TEXAS, and is described as follows:

A 300' by 300' square tract out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, more particularly described by metes and bounds in deed 292/615, containing 2.0661157 acres, more or less.

A 300' by 172' Tract of land out of the SW4 of the NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, as more particularly described by metes and bounds in Deed 43/231, containing 1.184573 Acres, more or less.

A 80' by 300' Tract of land in SW4 of NW4 of Section 12, Block 34, Township 4 South, Glasscock County, Texas, more particularly described by Metes and Bounds in Deed 290/84. Containing 0.550964187 Acres, more or less.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 3.8016528 acres, whether actually containing more or less, and the above recital of acreage in any tract 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. Subject Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3years from the date hereof, 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. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fifth (1/5) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the:

Depository Bank: DIRECTLY TO LESSOR

Mailing Address: LESSOR'S ADDRESS SHOWN ABOVE

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

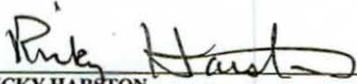
4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. 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, 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) that proportion of the total production of unitized minerals from the unit, after deducting any used in

lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force 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.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
6. 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, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.
9. 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. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.
10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
11. 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 hereof 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.
12. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee, its successors or assigns, shall not enter upon nor use the leased premises for conducting any surface or drilling operations hereunder insofar and only insofar, as to lands located within the boundaries of the Original Town of Garden City as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas. Any production from the leased premises on lands located within the boundaries of the Original Town of Garden City, as described on the Plat, recorded on June 17, 1908, Volume 1, Page 1, Plat Records of Glasscock County, Texas, shall be by way of pooling and/or unitization as provided herein, or by directional drilling from a surface location on other lands and bottomed under the leased premises.

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

LESSOR:


RICKY HARSTON

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GLASSCOCK

This instrument was acknowledged before me on the 7th day of December, 2009, by RICKY HARSTON, DEALING WITH HIS SOLE AND SEPARATE PROPERTY.



Tina Flores
Notary Public, State of TEXAS

Tina Flores
Notary's Name (printed):

My Commission Expires: 08-25-2010

FILED
AT 10:00 O'CLOCK A. M.
ON THE 21 DAY OF January
A.D., 2010
INS. NO. 2693

Rebecca Badla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Arctencia 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. 140 PAGE 755
RECORDED January 21, 2010

FILE

51

File No.

MF 42576

leases

Date Filed:

3/14/11

Jerry E. Patterson, Commissioner

By



6.

File No. MF 112576

Blat

Date Filed: 3/14/11

Jerry E. Patterson, Commissioner

By [Signature]



FACSIMILE

Texas General Land Office • Jerry Patterson • Commissioner

Date: 8/25/10

To: *Andy Jones*
Company: *Veritas*
Fax No.: *432-684-4741*
Phone No.:

From: Beverly Boyd
Sender's Fax No.:
Sender's Phone No.: 512-463-6521
Pages: 8

Re: HROW Lease #
112576 - Glasscock Co.

Notes:

Attached please find a copy of your HROW Lease.

Please remit Bonus plus a 1 1/2% filing fee to the General Land Office, attn: Drew Reid

Beverly Boyd

The information in this facsimile is intended only for the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal Service.

1700 North Congress Ave. • Austin, Texas 78701-1495
P.O. Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 1-800-998-4GLO

7.

File No. MF 112576

JEP

Date Filed: 3/14/11

Jerry E. Patterson, Commissioner

By: [Signature]



March 11, 2011

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

RE: Oil, Gas and Mineral Lease Request
See Attached Exhibit "A"
Glasscock County, Texas

Dear Mr. Reid,

The county records of Glasscock County, Texas indicate that the State of Texas owns a mineral interest described in the attached Exhibit "A." Veritas 321 Energy Partners, LP is presently leasing in this area for Apache Corporation, Successor Leasehold Owner to Mariner Energy, Inc., and desires to lease the State of Texas' mineral interest.

For your review, we have provided a Mineral Ownership Report, Lease Purchase Reports, executed Oil & Gas leases, and copies of payments made to each adjoining mineral owner to document the per acre bonus that was paid. In addition, we are submitting a plat for this tract which shows the State owned Highway Right of Way. (Please note that the scale for the plat is 1" = 4,000 feet).

Please consider the land descriptions in Exhibit "A" as the legal description to be used on the lease form. For your reference, we have enclosed a copy of the Right of Way Deed.

Upon your review a timely response would be greatly appreciated. Should you have any questions, please advise.

Best Regards,

Andy Torres
Landman
Ext. 121
andytorres@veritas321.com

VERITAS 321 ENERGY PARTNERS, LP

• Commissioner of the TX General Land Office
6000 · Land Brokerage:6032 · Misc File ROW Sec 12, BK 34

3/10/2011

009296

100.00

~~X~~
11707175

121

(WNB) Veritas 321 EP File ROW

100.00

8.

File No. MF 112576

Letter fee

Date Filed: 3/14/11

Jerry E. Patterson, Commissioner

By 

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 5, 2011

Mr. Andy Torres
Veritas 321 Energy Partners
PO Box 173
Midland, TX 79702

Dear Mr. Tompkins,

Re: State of Texas HROW Lease # MF 112576

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

Please proof read the lease before filing of record and refer to this lease number with all correspondence.

Please have your client provide the GLO with a copy of the recorded Unit Designation for this lease.

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

Best regards,

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

COPY

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

COBA

File No. MF112576

980 letter

Date Filed: 5/5/11

Jerry E. Patterson, Commissioner

By [Signature]

AS 321 ENERGY PARTNERS, LP

Commissioner of the TX General Land Office

6/7/2011

009811

2010 · Receipts Payable-Apache

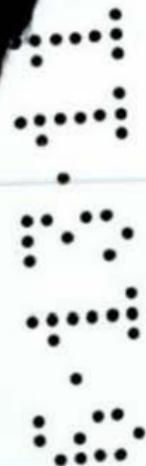
APA201119L O&G Lease # MF112576

1,901.50

2010 · Receipts Payable-Apache

APA201119F O&G Lease # MF112576

28.52



11711734

121

(WNB) Veritas 321 EP APA201119 O&G Lease # MF112576

X 1,930.02



VERITAS 321
ENERGY PARTNERS, LP

COPY

June 9, 2011

Texas General Land Office
Attn: Mr. George Martin
1700 N. Congress Ave.
Austin, TX 78701-1495

RE: Bonus Consideration for Oil, Gas & Mineral Lease

3.786 ACRES OF THE LAND, CONVEYED BY RIGHT OF WAY DEED FROM J.O. BIGBY AND WIFE, TERY BIGBEE, TO THE STATE OF TEXAS ON SEPTEMBER 19, 1938, SUCH TRACK BEING MORE PARTICULARLY DESCRIBED IN SAID RIGHT OF WAY DEED, RECORDED IN VOLUME 47, PAGE 375 OF THE DEED RECORDS OF GLASSCOCK COUNTY, TEXAS OUT OF SECTION 12, BLOCK 34, T-4-S, T&P RY CO SURVEY.

3.82 ACRES, MORE OR LESS, CONVEYED BY RIGHT OF WAY DEED FROM FRED S. RATLIFF AND WIFE, WILLIE RATLIFF, TO THE STATE OF TEXAS ON MARCH 2, 1942, SUCH TRACK BEING MORE PARTICULARLY DESCRIBED IN SAID RIGHT OF WAY DEED, RECORDED IN VOLUME 52, PAGE 12 OF THE DEED RECORDS OF GLASSCOCK COUNTY, TEXAS OUT OF SECTION 12, BLOCK 34, T-4-S, T&P RY CO SURVEY. **OIL AND GAS LEASE NO. MF 112576.**

GLASSCOCK COUNTY, TEXAS

Dear Mr. Martin:

In receipt of your executed Oil and Gas Lease covering the captioned property, enclosed is **check number 009811** made payable to you in the amount of **\$1,930.02** for your share of the bonus consideration (7.6060 net acres x \$250.00 per net acre plus the 1.5% processing fee of \$28.52).

Please acknowledge your receipt hereof by signing in the space provided below and returning one copy of this letter to the undersigned in the envelope provided.

Thank you for your cooperation in this matter. Should you have any questions, please advise.

Sincerely,

Amanda Torres
Lease Analyst
Extension 126

Received this _____ day of _____, 2010

George Martin

10.

File No. MF 112576

Letter, fee, + bonus

Date Filed: 6/13/11

Jerry E. Patterson, Commissioner

By [Signature]

07377