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MF112594

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF112594	56-030239		GLASSCOCK

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE

Block

Block Name

Township

Section/Tract

Land Part

Part Description

HIGHWAY RIGHT-OF-WAY

Acres

16.38

Depth Below

Depth Above

Depth Other

Name

APACHE CORP

Lease Date

5/3/2011

Primary Term

1 yrs

Bonus (\$)

\$4,095.00

Rental (\$)

\$0.00

Lease Royalty

0.2250

EXPIRED
 DATE 8-25-15
 LEASING TM
 MAPS [Signature]
 GIS MC

Leasing: [Signature]

Analyst: [Signature]

Maps: _____

GIS: ZG

DocuShare: _____



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

ATTENTION FILE USERS!
 This file has been placed in table of contents order.
 RETURN TO VAULT WITH DOCUMENTS IN ORDER!

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The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 112594)
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 **Four Thousand Ninety Five 00/100 (\$ 4,095.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Glasscock** State of Texas, and is described as follows:

16.38 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 **16.38** acres, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year, from 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 **22.5%** 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 **22.5%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **22.5%** 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 **22.5%** of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 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.

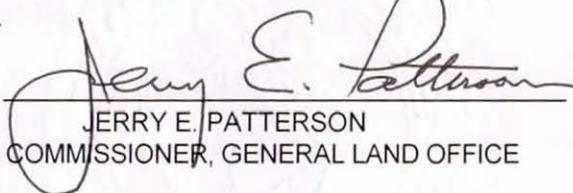
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

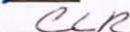
15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well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

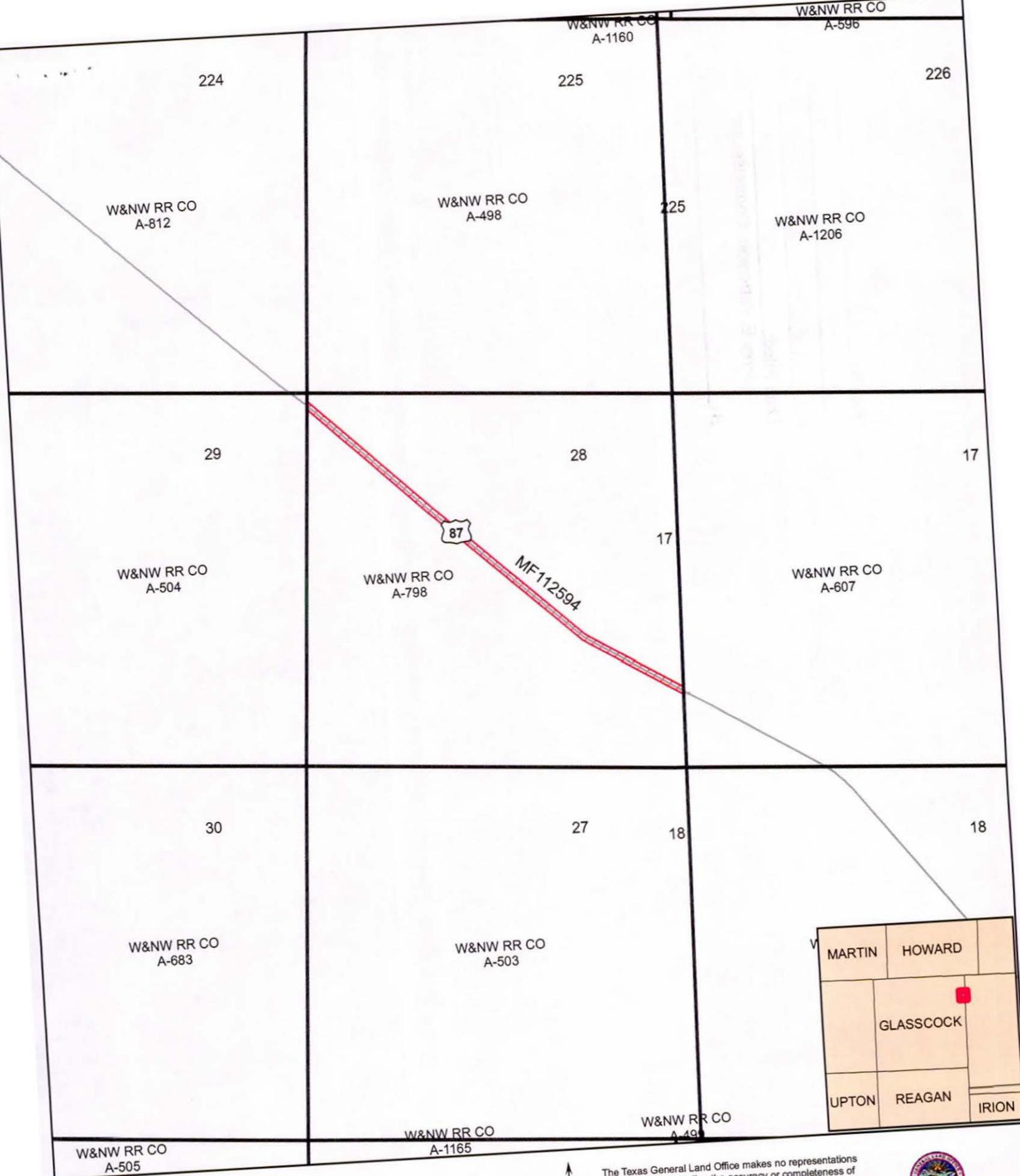
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Exhibit "A"

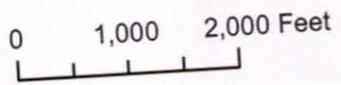
Attached hereto and made a part of that certain Oil and Gas Lease dated May 3rd 2011, by and between the State of Texas, as lessor, and Apache Corp as lessee, covering acreage to be leased in Glasscock County, Texas, along SH-87.

16.38 acres of land, more or less, situated in Section 28, Block 30, W&NW RR Co. Survey. Said lands being described in the following deed filed in the Deeds of Record, Glasscock Co.

Deed from J. T. O'Barr et ux and George B. O'Barr
to the State of Texas
dated: 3/27/1936 and recorded in Vol. 45, P. 68
of the Deed Records of Glasscock County, Texas



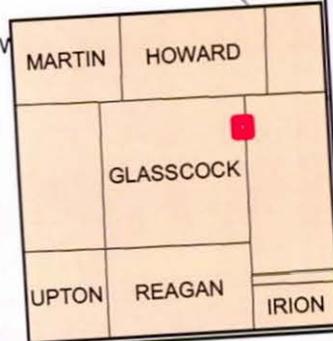
A Map showing a Buffer
of State Hwy 87
16.38 acres
Gasscock County



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 Gullen
IS/BAS/GIS



1
File No. MF 112594

Release

Date Filed: 9/7/11

Jerry E. Patterson, Commissioner

By [Signature]



April 6, 2011

Mr. George Martin
Texas General Land Office
1700 N. Congress Ave., Suite 600
Austin, TX 78701

RE: Oil, Gas and Mineral Lease

A 16.38 acre tract in Section 28, Block 30, W&NW RY Co. Sy., more fully described in Vol. 45, Pg. 68, dated March 27, 1936, by and between J.T. O'Barr and wife Willie O'Barr, and George B. O'Barr, a single man, (Grantors), and the State of Texas (Grantee), of the Glasscock County Records.

Glasscock County, Texas

Dear Mr. Martin,

The county records of Glasscock County, Texas indicate that the State of Texas owns a mineral interest described in the above captioned lands. 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 ft.).

Please consider the land description above 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

009430

Commissioner of the TX General Land Office

4/4/2011

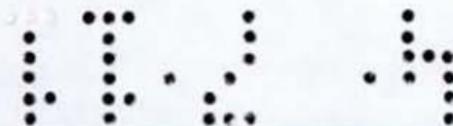
6000 · Land Brokerage:6030 · Recording/ All of Sec 28, Blk 30 W & NW, approx 640 acres

100.00

~~11708674~~

121

(WNB) Veritas 321 EP APA DWD 80025



100.00

2.

File No: MF 12594

Patterson

Date Filed: 9/7/11

Jerry E. Patterson, Commissioner

By [Signature]

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MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF _____

LESSEE Apache Corporation
Address 303 Veterans Armpark Lane, Suite 3000, Midland, TX

BONUS PER ACRE \$ 250⁰⁰ (Check for affidavit of consideration paid.) 79 705

TOTAL CONSIDERATION \$ 4095⁰⁰ PAID? Yes No WHEN? _____

ROYALTY 22.5% TERM 1 year

DATE OF LEASE 5/3/11

SHUT IN ROYALTY PER ACRE \$ 5⁰⁰ TOTAL ACRES 16.38

COUNTY Glasscock

ROAD NAME SH-87

FULL DESCRIPTION [Abstract, Block, Township, Section]
Section 28, Block 30, W&NW Ry. Co. Survey

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 112594

200 Memo

Date Filed: 9/7/11

Jerry E. Patterson, Commissioner

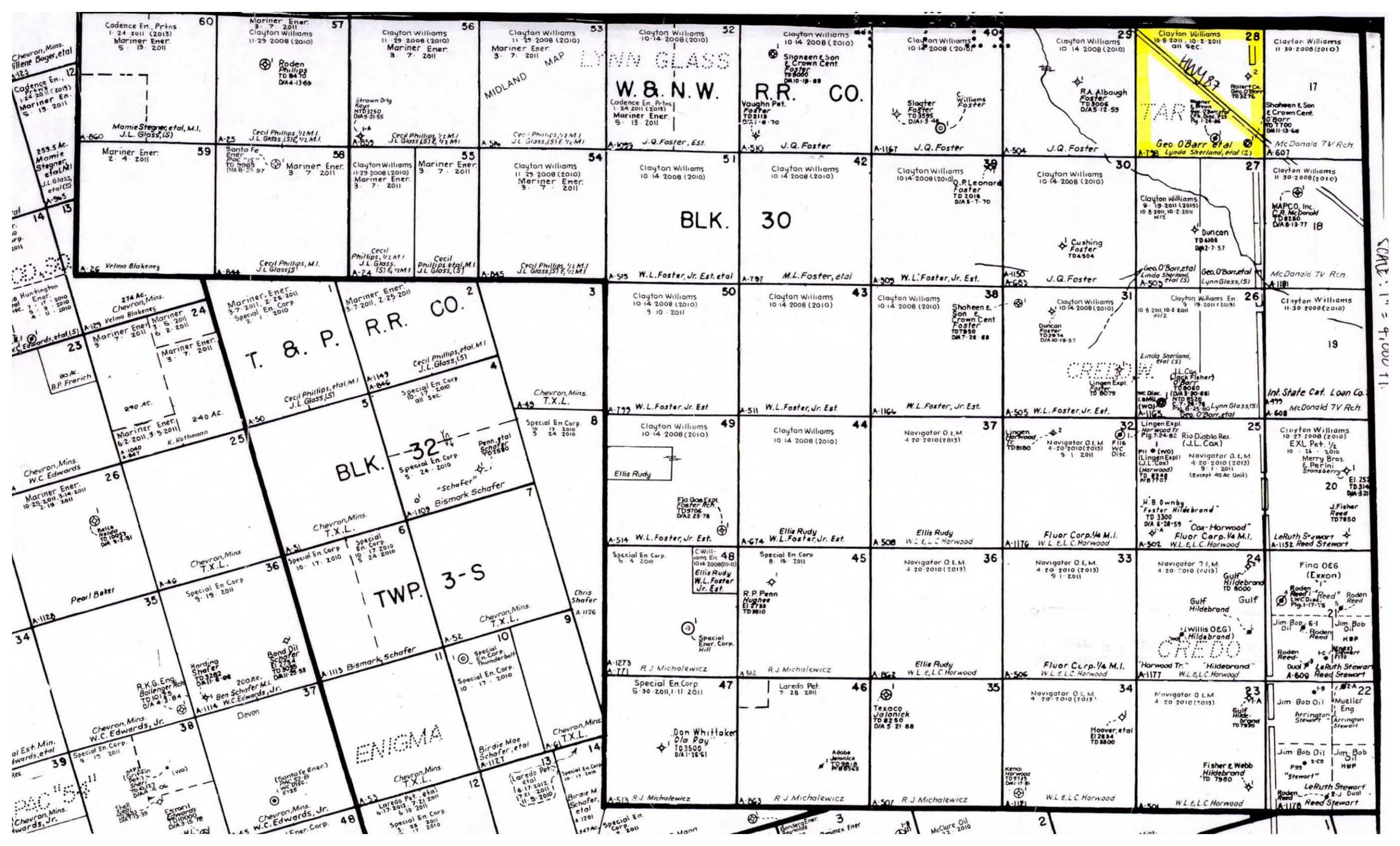
By [Signature]

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MIDLAND MAP
W. & N.W. R.R. CO.

T. & P. R.R. CO.

BLK. 32

TWP. 3-S

ENIGMA

BLK. 30

SCALE: 1" = 4000 FT.

Map containing numerous text labels for land tracts, including lot numbers (e.g., 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60), owner names (e.g., Clayton Williams, J.Q. Foster, W.L. Foster, Jr. Est., Mariner Ener., Cecil Phillips, M.I., J.L. Glass, S), and company names (e.g., W. & N.W. R.R. CO., T. & P. R.R. CO., ENIGMA, W.L.E.L.C. Horwood, Fluor Corp., etc.). The map also includes various symbols, annotations, and a grid system.

4.

File No. MF 112594

Blal

Date Filed: 4/7/11
Jerry E. Patterson, Commissioner

By [Signature]

A 511

Amanch

DR 451 3

68

STHEX

to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:

Bertha B. Hoeffley

Edwin D. Ricketts

Bertye P. Correll

(\$1.50 U.S. Documentary Stamp attached and cancelled on original instrument.)

THE STATE OF OHIO,)
COUNTY OF HOCKING. }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bertha B. Hoeffley, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 11th day of April, A.D. 1936.

(SEAL)

Bertye P. Correll
Notary Public in and for Hocking County, Ohio.

Commission expires Oct. 18, 1938.

Filed for record April 18, 1936 at 2:20 o'clock P.M.-Recorded April 22, 1936 at 9:00 o'clock A.M.

County ~~of Hocking~~ of ~~Hocking~~ Glasscock County, Texas.

(File # 1234)

STATE HIGHWAY DEPARTMENT OF TEXAS
Right-of-way Deed

STATE OF TEXAS)
COUNTY OF GLASSCOCK }

KNOW ALL MEN BY THESE PRESENTS:

THAT We, J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, a single man of the County of Glasscock in the State of Texas, for and in consideration of the sum of One Thousand Four Hundred & 90/100 (\$1400.90) Dollars, to us cash 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 a survey originally granted to J. T. O'Barr, assignee of W. P. Cushing, by Patent No. 501, Vol. No. 35, Abstract No. 798, and known as Survey No. 28, Block No. 30, W. & N. W. Ry. Company, Certificate 3/739, and being a part of a tract of 640 acres originally conveyed by W. P. Cushing to J. T. O'Barr by deed dated the 8th day of October, 1907, and recorded in Vol. 6, Page 275 of the Deed Records of Glasscock County, Texas; and being a part of an undivided 1/3 interest conveyed by Hermann Triebell to J. T. O'Barr by deed dated the 23rd day of July, 1925, and recorded in Vol. 23, Page 530 of the Deed Records of Glasscock County, Texas; and being a part of an undivided 1/3 interest conveyed by F. E. Sushs and wife Laura J. Sushs to George B. O'Barr by deed dated the 2nd day of May, 1924, and recorded in Vol. 23, Page 280 of the Deed Records of Glasscock County, Texas, said tract or parcel of land herein conveyed, being subject to lien (s) held bys _____ and being more particularly described as follows, to-wit:

STIX

A strip of land 100 feet wide on and across the land owned by J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 50 feet on each side of and at right angles to the located center line of State Highway NO. 9 in Glasscock County, Texas, from a point South 60 deg. 07 minutes East 18.3 feet from Station 0+00 to Station 24+00; and a strip of land 150 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 100 feet on the right side of and 50 feet on the left side of and at right angles to the said located center line from Station 24+00 to Station 34+00; and a strip of land 100 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 50 feet on each side of and at right angles to the said located center line from Station 34+00 to Station 66+16; said center line being more particularly described as follows:

BEGINNING at a point where the located center line of State Highway NO. 9 in Glasscock County, Texas, intersects the East line of W. & N. W. Ry. Company Survey No. 28, Block No. 30, said point being South 2 degrees 24 minutes West 4,174.6 feet from the North-east corner of said W. & N. W. Ry. Company Survey No. 28, Block No. 30; THENCE North 60 deg. 07 min. West 18.3 feet to Station 0+00; THENCE North 60 deg. 07 min. West 868.5 feet to the beginning of a 1 deg. 30 min. curve to the right whose central angle is 11 deg. 44 min.; THENCE following said 1 deg. 30 min. curve a distance of 782.2 feet to its end; THENCE North 48 deg. 23 min. West 4,965.3 feet to a point where the said center line intersects the West line of said W. & N. W. Ry. Company Survey No. 28, Block No. 30, said point being South 2 deg. 24 min. West 188.0 feet from an iron pin, the Northwest corner of said Survey No. 28. The tract of land herein conveyed contains 16.38 acres.

Reference is hereby made to the Right-of-Way Map of State Highway No. 9 recorded in the Deed Records of Glasscock County, Texas.

It is agreed that, as a part of the consideration herein, the grantee shall remove and cause to be removed, without expense to grantors, all such fences, buildings and other obstructions from the property above described, and use reasonable care in the removal of the same as to preserve the value of the said fences, buildings and outhouses, if any, that the grantor may then take possession of same for his own use and benefit as he may see fit.

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

And we do 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 27 day of March, A.D. 1936.

J. T. O'Barr
 Willie A. O'Barr
 George B. O'Barr

STATE OF TEXAS,)
 COUNTY OF HOWARD.)

Before me, Clyde E. Thomas, a notary public in and for said county and State, on this day personally appeared J. T. O'Barr and Geo. B. O'Barr, known to me (or proved

70

STREY

to me on the oath of -----) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27 day of March A.D. 1936.

(SEAL)

Clyde E. Thomas
Notary Public, Howard County, Texas.

STATE OF TEXAS,)
COUNTY OF HOWARD.)

Before me, Clyde E. Thomas, a notary public in and for said county and State, on this day personally appeared Willie A. O'Barr, wife of J. T. O'Barr, 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 Willie A. O'Barr 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 27 day of March A.D. 1936.

(SEAL)

Clyde E. Thomas
Notary Public, Howard County, Texas.

Filed for record April 20, 1936 at 4:00 o'clock P.M.

Recorded April 21, 1936 at 5:25 o'clock P.M.

J.A. Caldwell
County Clerk of Glasscock County, Texas.

(File # 1235)

STATE HIGHWAY DEPARTMENT OF TEXAS
Right-of-Way Deed

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT We, J. T. O'Barr and wife Willie A. O'Barr of the County of Glasscock in the State of Texas, for and in consideration of the sum of One Thousand Nine Hundred Seven & 50/100 (\$1907.50) Dollars, to us cash 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 a survey known as Survey No. 224, Block No. 29, W.&N.Ry. Company, Certificate 3/722; and being a part of a tract of 640 acres conveyed by F.D. Burns, et al, to J. T. O'Barr by deed dated the 21st day of February, 1908, and recorded in Vol.6, Page 408 of the Deed Records of Glasscock County, Texas; said tract or parcel of land herein conveyed, being subject to lien (s) held by:

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

A strip of land 100 feet wide on and across the land owned by J. T. O'Barr and wife Willie A. O'Barr, 50 feet on each side of and at right angles to the located center line of State Highway NO. 9 in Glasscock County, Texas, from Station 69+13.4 to Station 93+00; and a strip of land 200 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, 150 feet on the right side of and 50 feet on the left side of and at right angles to the located center line from Station 93+00 to Station 118+00; and a strip of land 100 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, 50 feet on each side of and at right angles to the located

3.

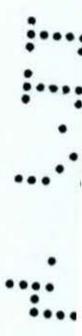
File No. MF12594

Deed

Date Filed: 4/7/11

Jerry E. Patterson, Commissioner

By [Signature]



VERITAS 321 ENERGY PARTNERS, LP

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

MINERAL OWNERSHIP REPORT

PROSPECT:	Deadwood	PREPARED BY:	Lyndsay Siegenthaler
COUNTY OF:	Glasscock	POSTED DATE:	April 17, 2009
STATE OF:	Texas	REPORT DATE:	April 25, 2009
		INDEX DATE:	April 23, 2009
		Leasehold Ownership	X
		Mineral Ownership	X
		Surface Ownership	X

DESCRIPTION:

All of Section 28, Block 30, W&NW, containing 640 acres, more or less.

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

START OF REPORT

DESCRIPTION:

All of Section 28, Block 30, W&NW Ry. Co. Sy., **Save and Except** 16.38 acres, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

NAME OF MINERAL OWNER	INTEREST	NET ACS	LEASEHOLD & EXP DATES
James Lynn Glass HC 77 Box 194 Big Spring, TX 79720	21.8750000%	136.41687500	LEASED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: OPR 120/720 Lands: 1,920 acres, more or less Block 30, W&NW Ry. Co. Sy. Section 27: E/2 Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All
Virginia O'Barr Denis P.O. Box 84 Vancourt, TX 76955 *Does not own Executive Rights, subject to Lynda Kay Sherland, Mary Teresa Groen, Janet Dean Dozier, and Carol Jean Sower.	3.1250000%	19.48812500	Subject to MOGL 126/550, not ratified
Virginia O'Barr Denis P.O. Box 84 Vancourt, TX 76955 *Does not own Executive Rights subject to James Lynn Glass	3.1250000%	19.48812500	PENDING RATIFICATION TO MARINER ENERGY, INC.
Carolyn O'Barr Tunnell 14275 Co. Rd., Apt. 297 Zephyr, TX 76890 Home Phone: (325) 842-5066 *Does not own Executive Rights, subject to Lynda Kay Sherland, Mary Teresa Groen, Janet Dean Dozier, and Carol Jean Sower.	3.1250000%	19.48812500	Subject to MOGL 126/550, not ratified
Carolyn O'Barr Tunnell 14275 Co. Rd., Apt. 297 Zephyr, TX 76890 Home Phone: (325) 842-5066 *Does not own Executive Rights subject to James Lynn Glass	3.1250000%	19.48812500	PENDING RATIFICATION TO MARINER ENERGY, INC.
Janet Dean Dozier 600 Baker Lane Waco, TX 79708 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less Block 29, W&NW Ry. Co. Sy. Section 212: All Section 224: All Block 30, W&NW Ry. Co. Sy.

			Section 28: All Section 26: W/2 Section 27: W/2
Mary Teresa Groen 2309 Hillview Dr. Krum, TX 79249 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Lynda Kay Sherland 1266 Oakridge Lane Canyon Lake, TX 78133 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Carol Jean Sower 5784 Gaskamp Washington, TX 77880 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Amy Louise O'Barr Smith (f/k/a Amy Junek) 5909 Craig St. Ft. Worth, TX 76112 SS: 466-47-8456 *Does not own Executive Rights subject to James Lynn Glass	10.9375000%	68.20843750	RATIFIED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: Unrecorded Lands: 1,920 acres, more or less <u>Block 30, W&NW Ry. Co. Sy.</u> Section 27: E/2

			Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All
George O. Smith 139 Regent Row Willow Park, TX 76087 SS: ██████████ *Does not own Executive Rights subject to James Lynn Glass	10.9375000%	68.20843750	RATIFIED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: Unrecorded Lands: 1,920 acres, more or less Block 30, W&NW Ry. Co. Sy. Section 27: E/2 Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All <i>NOTE:</i> <i>Clayton Williams Energy, Inc. took an erroneous lease from George O. Smith OPR 125/119 covering this section.</i>
TOTALS FOR MINERAL OWNERSHIP	1.00000000	623.62000000	

Notes:

1. A deed recorded in OPR 84/630 shows a 6.21 mineral interest being conveyed to McDonald Family Minerals. It is stated that she inherited interest from her mother, Cecil Reed McDonald, in OPR 84/585. I was unable to locate conveyance where this interest was given. There was a full index and misc. search conducted with no results.
2. The state acquired 16.38 acres out of the 640 acres. See Deed 45/68 for metes and bounds.
3. J. T. O'Barr conveyed out lots and blocks in a town plat of Konohassett. He conveyed lots and blocks in the east part to P.E. Suehs. Mr. Suehs then conveyed them to George B. O'Barr. J. T. and Geroge O'Barr filed a revoking of dedication of the town of Konohassett.
4. James Lynn Glass is the owner of 56.25% executive leasing rights in and to this tract. James received these executive rights in deeds 315/544 and 315/548. He does not have the right to execute Oil and Gas Leases, Ratifications, or Amendments containing pooling, communitizing, or unitization provisions and agreements, without the espress consent and joinder of Amy Junek, George O. Smith, Virginia O'Barr Denis, and Carolyn O'Barr Tunnell.

DESCRIPTION:

The 16.38 acres, of Section 28, Block 30 W&NW, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

NAME OF MINERAL OWNER	INTEREST	NET ACS	LEASEHOLD & EXP DATES
The State of Texas	100.00%	16.38000000	OPEN
TOTALS FOR MINERAL OWNERSHIP	1.00000000	16.38000000	

Notes:

DESCRIPTION:

All of Section 28, Block 30, W&NW Ry. Co. Sy., **Save and Except** 16.38 acres, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

WORKING INTEREST OWNER	WORKING INTEREST	NRI	COMMENTS
Mariner Energy, Inc. 2000 W. Sam Houston Pkwy S., Ste. 2000 Houston, TX 77042-3600	50.0000000%	0.38750000	
Clayton Williams Energy, Inc. 6 Desta Drive, Suite 3000 Midland, TX 79705	50.0000000%	Unknown	
<i>TOTALS FOR WORKING INTEREST</i>	<i>100.000000%</i>	<i>Unknown</i>	
ROYALTY INTEREST		ROYALTY INTEREST	
James Lynn Glass		0.04921875	
Virginia O'Barr Denis		Unknown	
Virginia O'Barr Denis		0.00703125	
Carolyn O'Barr Tunnell		Unknown	
Carolyn O'Barr Tunnell		0.00703125	
Janet Dean Dozier		Unknown	
Mary Teresa Groen		Unknown	
Lynda Kay Sherland		Unknown	
Carol Jean Sower		Unknown	
Amy Louise O'Barr Smith		0.02460938	
George O. Smith		0.02460938	
<i>TOTAL ROYALTY BURDENS</i>		<i>0.1125000</i>	
OVERRIDING ROYALTY		ORRI INTEREST	
<i>TOTAL OVERRIDING ROYALTY BURDENS</i>		<i>None</i>	
Production Payment		Production Payment Interest	
<i>TOTAL PRODUCTION PAYMENT BURDENS</i>		<i>None</i>	
ALL LEASEHOLD TOTALS	100.00000%	1.00000000	

Notes: Leasehold ownership is still pending ratifications specified in the mineral ownership above.

END OF REPORT

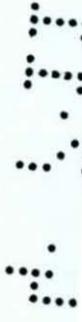
6.

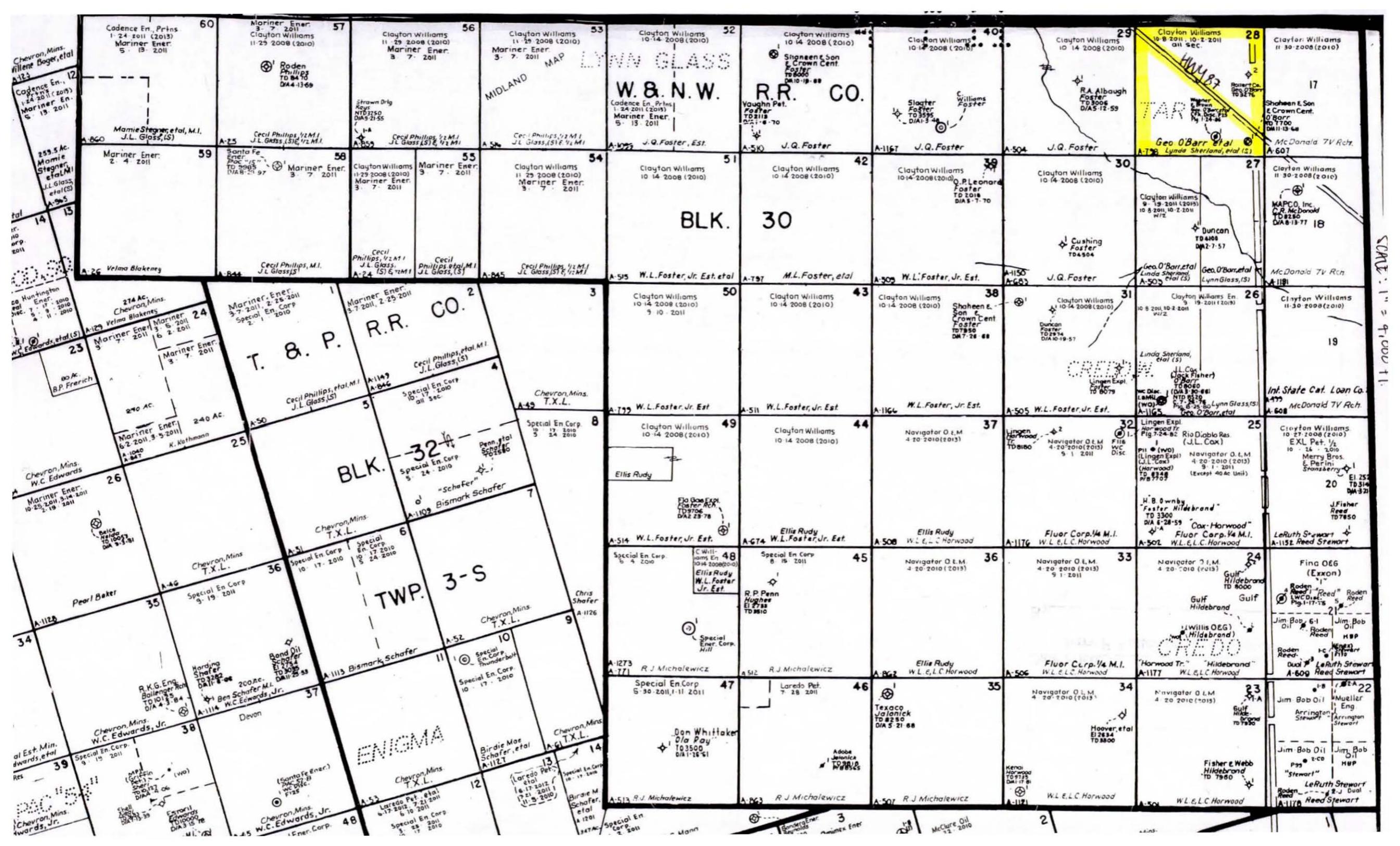
File No. MF 113594

Ownership Report

Date Filed: 4/12/11
Jerry E. Patterson, Commissioner

By [Signature]





W.B.N.W. R.R. CO.

T. & P. R.R. CO.

BLK. 32

TWP. 3-S

ENIGMA

BLK. 30

Geo O'Barr et al
Lynda Sherland, et al (S)

Ellis Rudy

CRUDO

CRUDO

Special En Corp
6 4 2010

Special En Corp
8 15 2011

Navigator O.E.M.
4 20 2010 (2013)

Navigator O.E.M.
4 20 2010 (2013)

Navigator O.E.M.
4 20 2010 (2013)

Find OEG (Exxon)

Special En Corp
5 30 2011, 1 11 2011

Laredo Pet.
7 28 2011

Navigator O.E.M.
4 20 2010 (2013)

Navigator O.E.M.
4 20 2010 (2013)

Navigator O.E.M.
4 20 2010 (2013)

Jim Bob Oil
Arrington Stewart

Special En Corp
2 2011

Special En Corp
2 2011

Special En Corp
2 2011

W.L.E.L.C. Horwood

W.L.E.L.C. Horwood

LeRuth Stewart
Reed Stewart

SCALE: 1" = 4000 FT.

4.

File No. MF 112594

Blal

Date Filed: 9/7/11

Jerry E. Patterson, Commissioner

By [Signature]

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Amanca

DR 451 3

68

STHEX

to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:

Bertha B. Hoeffley

Edwin D. Ricketts

Bertye P. Correll

(\$1.50 U.S. Documentary Stamp attached and cancelled on original instrument.)

THE STATE OF OHIO, }
COUNTY OF HOCKING. }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bertha B. Hoeffley, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 11th day of April, A.D. 1936.

(SEAL)

Bertye P. Correll
Notary Public in and for Hocking County, Ohio.

Commission expires Oct. 18, 1938.

Filed for record April 18, 1936 at 2:20 o'clock P.M.-Recorded April 22, 1936 at 9:00 o'clock A.M.

County ~~of Hocking~~ of ~~Hocking~~ Glasscock County, Texas.

(File # 1234)

STATE HIGHWAY DEPARTMENT OF TEXAS
Right-of-way Deed

STATE OF TEXAS }
COUNTY OF GLASSCOCK }

KNOW ALL MEN BY THESE PRESENTS:

THAT We, J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, a single man of the County of Glasscock in the State of Texas, for and in consideration of the sum of One Thousand Four Hundred & 90/100 (\$1400.90) Dollars, to us cash 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 a survey originally granted to J. T. O'Barr, assignee of W. F. Cushing, by Patent No. 501, Vol. No. 35, Abstract No. 798, and known as Survey No. 28, Block No. 30, W. & N. W. Ry. Company, Certificate 3/739, and being a part of a tract of 640 acres originally conveyed by W. F. Cushing to J. T. O'Barr by deed dated the 8th day of October, 1907, and recorded in Vol. 6, Page 275 of the Deed Records of Glasscock County, Texas; and being a part of an undivided 1/3 interest conveyed by Hermann Triebell to J. T. O'Barr by deed dated the 23rd day of July, 1925, and recorded in Vol. 23, Page 530 of the Deed Records of Glasscock County, Texas; and being a part of an undivided 1/3 interest conveyed by F. E. Suehs and wife Laura J. Suehs to George B. O'Barr by deed dated the 2nd day of May, 1924, and recorded in Vol. 23, Page 250 of the Deed Records of Glasscock County, Texas, said tract or parcel of land herein conveyed, being subject to lien (s) held by _____ and being more particularly described as follows; to-wit:

STHEX

A strip of land 100 feet wide on and across the land owned by J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 50 feet on each side of and at right angles to the located center line of State Highway NO. 9 in Glasscock County, Texas, from a point South 60 deg. 07 minutes East 18.3 feet from Station 0+00 to Station 24+00; and a strip of land 150 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 100 feet on the right side of and 50 feet on the left side of and at right angles to the said located center line from Station 24+00 to Station 34+00; and a strip of land 100 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, and George B. O'Barr, 50 feet on each side of and at right angles to the said located center line from Station 34+00 to Station 66+16; said center line being more particularly described as follows:

BEGINNING at a point where the located center line of State Highway NO. 9 in Glasscock County, Texas, intersects the East line of W. & N. W. Ry. Company Survey No. 28, Block No. 30, said point being South 2 degrees 24 minutes West 4,174.6 feet from the North-east corner of said W. & N. W. Ry. Company Survey No. 28, Block No. 30; THENCE North 60 deg. 07 min. West 18.3 feet to Station 0+00; THENCE North 60 deg. 07 min. West 868.5 feet to the beginning of a 1 deg. 30 min. curve to the right whose central angle is 11 deg. 44 min.; THENCE following said 1 deg. 30 min. curve a distance of 782.2 feet to its end; THENCE North 48 deg. 23 min. West 4,965.3 feet to a point where the said center line intersects the West line of said W. & N. W. Ry. Company Survey No. 28, Block No. 30, said point being South 2 deg. 24 min. West 188.0 feet from an iron pin, the Northwest corner of said Survey No. 28. The tract of land herein conveyed contains 16.38 acres.

Reference is hereby made to the Right-of-Way Map of State Highway No. 9 recorded in the Deed Records of Glasscock County, Texas.

It is agreed that, as a part of the consideration herein, the grantee shall remove and cause to be removed, without expense to grantors, all such fences, buildings and other obstructions from the property above described, and use reasonable care in the removal of the same as to preserve the value of the said fences, buildings and outhouses, if any, that the grantor may then take possession of same for his own use and benefit as he may see fit.

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

And we do 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 27 day of March, A.D. 1936.

J. T. O'Barr
 Willie A. O'Barr
 George B. O'Barr

STATE OF TEXAS,)
 COUNTY OF HOWARD.)

Before me, Clyde E. Thomas, a notary public in and for said county and State, on this day personally appeared J. T. O'Barr and Geo. B. O'Barr, known to me (or proved

70

STIBBY

to me on the oath of -----) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27 day of March A.D. 1936.

(SEAL)

Clyde E. Thomas
Notary Public, Howard County, Texas.

STATE OF TEXAS,)
COUNTY OF HOWARD.)

Before me, Clyde E. Thomas, a notary public in and for said county and State, on this day personally appeared Willie A. O'Barr, wife of J. T. O'Barr, 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 Willie A. O'Barr 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 27 day of March A.D. 1936.

(SEAL)

Clyde E. Thomas
Notary Public, Howard County, Texas.

Filed for record April 20, 1936 at 4:00 o'clock P.M.

Recorded April 21, 1936 at 5:25 o'clock P.M.

J.A. Caldwell
County Clerk of Glasscock County, Texas.

(File # 1225)

STATE HIGHWAY DEPARTMENT OF TEXAS
Right-of-Way Deed

STATE OF TEXAS)
COUNTY OF GLASSCOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT We, J. T. O'Barr and wife Willie A. O'Barr of the County of Glasscock in the State of Texas, for and in consideration of the sum of One Thousand Nine Hundred Seven & 50/100 (\$1907.50) Dollars, to us cash 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 a survey known as Survey No. 224, Block No. 29, W.&M.Ry. Company, Certificate 3/722; and being a part of a tract of 640 acres conveyed by P.D. Burns, et al, to J. T. O'Barr by deed dated the 21st day of February, 1908, and recorded in Vol.6, Page 408 of the Deed Records of Glasscock County, Texas; said tract or parcel of land herein conveyed, being subject to lien (s) held by:

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

A strip of land 100 feet wide on and across the land owned by J. T. O'Barr and wife Willie A. O'Barr, 50 feet on each side of and at right angles to the located center line of State Highway NO. 9 in Glasscock County, Texas, from Station 89+13.4 to Station 93+00; and a strip of land 200 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, 150 feet on the right side of and 50 feet on the left side of and at right angles to the located center line from Station 93+00 to Station 118+00; and a strip of land 100 feet wide on and across the land of the said J. T. O'Barr and wife Willie A. O'Barr, 50 feet on each side of and at right angles to the located

3.

File No. MF12594

Deed

Date Filed: 4/7/11

Jerry E. Patterson, Commissioner

By [Signature]

4 2 3

VERITAS 321 ENERGY PARTNERS, LP

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

MINERAL OWNERSHIP REPORT

PROSPECT:	Deadwood	PREPARED BY:	Lyndsay Siegenthaler
COUNTY OF:	Glasscock	POSTED DATE:	April 17, 2009
STATE OF:	Texas	REPORT DATE:	April 25, 2009
		INDEX DATE:	April 23, 2009
		Leasehold Ownership	X
		Mineral Ownership	X
		Surface Ownership	X

DESCRIPTION:

All of Section 28, Block 30, W&NW, containing 640 acres, more or less.

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

START OF REPORT

DESCRIPTION:

All of Section 28, Block 30, W&NW Ry. Co. Sy., **Save and Except** 16.38 acres, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

NAME OF MINERAL OWNER	INTEREST	NET ACS	LEASEHOLD & EXP DATES
James Lynn Glass HC 77 Box 194 Big Spring, TX 79720	21.8750000%	136.41687500	LEASED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: OPR 120/720 Lands: 1,920 acres, more or less Block 30, W&NW Ry. Co. Sy. Section 27: E/2 Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All
Virginia O'Barr Denis P.O. Box 84 Vancourt, TX 76955 *Does not own Executive Rights, subject to Lynda Kay Sherland, Mary Teresa Groen, Janet Dean Dozier, and Carol Jean Sower.	3.1250000%	19.48812500	Subject to MOGL 126/550, not ratified
Virginia O'Barr Denis P.O. Box 84 Vancourt, TX 76955 *Does not own Executive Rights subject to James Lynn Glass	3.1250000%	19.48812500	PENDING RATIFICATION TO MARINER ENERGY, INC.
Carolyn O'Barr Tunnell 14275 Co. Rd., Apt. 297 Zephyr, TX 76890 Home Phone: (325) 842-5066 *Does not own Executive Rights, subject to Lynda Kay Sherland, Mary Teresa Groen, Janet Dean Dozier, and Carol Jean Sower.	3.1250000%	19.48812500	Subject to MOGL 126/550, not ratified
Carolyn O'Barr Tunnell 14275 Co. Rd., Apt. 297 Zephyr, TX 76890 Home Phone: (325) 842-5066 *Does not own Executive Rights subject to James Lynn Glass	3.1250000%	19.48812500	PENDING RATIFICATION TO MARINER ENERGY, INC.
Janet Dean Dozier 600 Baker Lane Waco, TX 79708 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less Block 29, W&NW Ry. Co. Sy. Section 212: All Section 224: All Block 30, W&NW Ry. Co. Sy.

			Section 28: All Section 26: W/2 Section 27: W/2
Mary Teresa Groen 2309 Hillview Dr. Krum, TX 79249 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Lynda Kay Sherland 1266 Oakridge Lane Canyon Lake, TX 78133 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Carol Jean Sower 5784 Gaskamp Washington, TX 77880 *Owns proportionate share of Executive Rights	10.9375000%	68.20843750	LEASED Date: 8/31/2008 Lessor: Lynda Kay Sherland, Carol Jean Sowers, Janet Dean Dozier and Mary Teresa Groen Lessee: Clayton Williams Energy, Inc. Term: 3 years with 2 year option Royalty: None listed Vol./Pg.: OPR 126/550 (Memo) Lands: 2,560 acres, more or less <u>Block 29, W&NW Ry. Co. Sy.</u> Section 212: All Section 224: All <u>Block 30, W&NW Ry. Co. Sy.</u> Section 28: All Section 26: W/2 Section 27: W/2
Amy Louise O'Barr Smith (f/k/a Amy Junek) 5909 Craig St. Ft. Worth, TX 76112 SS: 466-47-8456 *Does not own Executive Rights subject to James Lynn Glass	10.9375000%	68.20843750	RATIFIED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: Unrecorded Lands: 1,920 acres, more or less <u>Block 30, W&NW Ry. Co. Sy.</u> Section 27: E/2

			Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All
George O. Smith 139 Regent Row Willow Park, TX 76087 SS: [REDACTED] *Does not own Executive Rights subject to James Lynn Glass	10.9375000%	68.20843750	RATIFIED TO MARINER ENERGY, INC. Date of OGL: 1/30/2009 Lessor: James Lynn Glass Lessee: Mariner Energy, Inc. Term: 3 years Royalty: 22.50% Vol./Pg.: Unrecorded Lands: 1,920 acres, more or less Block 30, W&NW Ry. Co. Sy. Section 27: E/2 Section 28: All Block 29, W&NW Ry. Co. Sy. Section 193: E/2 Section 224: All <i>NOTE: Clayton Williams Energy, Inc. took an erroneous lease from George O. Smith OPR 125/119 covering this section.</i>
TOTALS FOR MINERAL OWNERSHIP	1.00000000	623.62000000	

Notes:

1. A deed recorded in OPR 84/630 shows a 6.21 mineral interest being conveyed to McDonald Family Minerals. It is stated that she inherited interest from her mother, Cecil Reed McDonald, in OPR 84/585. I was unable to locate conveyance where this interest was given. There was a full index and misc. search conducted with no results.
2. The state acquired 16.38 acres out of the 640 acres. See Deed 45/68 for metes and bounds.
3. J. T. O'Barr conveyed out lots and blocks in a town plat of Konohassett. He conveyed lots and blocks in the east part to P.E. Suehs. Mr. Suehs then conveyed them to George B. O'Barr. J. T. and Geroge O'Barr filed a revoking of dedication of the town of Konohassett.
4. James Lynn Glass is the owner of 56.25% executive leasing rights in and to this tract. James received these executive rights in deeds 315/544 and 315/548. He does not have the right to execute Oil and Gas Leases, Ratifications, or Amendments containing pooling, communitizing, or unitization provisions and agreements, without the espress consent and joinder of Amy Junek, George O. Smith, Virginia O'Barr Denis, and Carolyn O'Barr Tunnell.

DESCRIPTION:

The 16.38 acres, of Section 28, Block 30 W&NW, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

NAME OF MINERAL OWNER	INTEREST	NET ACS	LEASEHOLD & EXP DATES
The State of Texas	100.00%	16.38000000	OPEN
TOTALS FOR MINERAL OWNERSHIP	1.00000000	16.38000000	

Notes:

DESCRIPTION:

All of Section 28, Block 30, W&NW Ry. Co. Sy., **Save and Except** 16.38 acres, being more particularly described by metes and bounds in Deed, Vol. 45, Pg. 68, Glasscock Co., containing 623.62 acres, more or less.

WORKING INTEREST OWNER	WORKING INTEREST	NRI	COMMENTS
Mariner Energy, Inc. 2000 W. Sam Houston Pkwy S., Ste. 2000 Houston, TX 77042-3600	50.0000000%	0.38750000	
Clayton Williams Energy, Inc. 6 Desta Drive, Suite 3000 Midland, TX 79705	50.0000000%	Unknown	
<i>TOTALS FOR WORKING INTEREST</i>	<i>100.000000%</i>	<i>Unknown</i>	
ROYALTY INTEREST		ROYALTY INTEREST	
James Lynn Glass		0.04921875	
Virginia O'Barr Denis		Unknown	
Virginia O'Barr Denis		0.00703125	
Carolyn O'Barr Tunnell		Unknown	
Carolyn O'Barr Tunnell		0.00703125	
Janet Dean Dozier		Unknown	
Mary Teresa Groen		Unknown	
Lynda Kay Sherland		Unknown	
Carol Jean Sower		Unknown	
Amy Louise O'Barr Smith		0.02460938	
George O. Smith		0.02460938	
<i>TOTAL ROYALTY BURDENS</i>		<i>0.1125000</i>	
OVERRIDING ROYALTY		ORRI INTEREST	
<i>TOTAL OVERRIDING ROYALTY BURDENS</i>		<i>None</i>	
Production Payment		Production Payment Interest	
<i>TOTAL PRODUCTION PAYMENT BURDENS</i>		<i>None</i>	
ALL LEASEHOLD TOTALS	100.00000%	1.00000000	

Notes: Leasehold ownership is still pending ratifications specified in the mineral ownership above.

END OF REPORT

6.

File No. MF 113594

Ownership Report

Date Filed: 4/12/11
Jerry E. Patterson, Commissioner

By [Signature]

4 5



MARINER ENERGY, INC.

LEASE PURCHASE OR MINERAL ACQUISITION REPORT

FINAL

DATE:	September 8, 2008	PROSPECT:	DEADWOOD
PREPARED BY:	VERITAS 321 ENERGY PARTNERS, LP (BR)	AFE #	072296
APPROVED BY:			blue cell = formula inserted

ASSIGNOR/LESSOR/GRANTOR:

JAMES LYNN GLASS AND HELEN S. GLASS, HUSBAND AND WIFE
 ASSIGNEE/LESSEE/GRANTEE:

MARINER ENERGY, INC.

PROPERTY DESCRIPTION:

TRACT 1: E/2 SECTION 27, BLOCK 30, W&NW RR CO. SY.
 TRACT 2: ALL OF SECTION 28, BLOCK 30, W&NW RR CO. SY.
 TRACT 3: E/2 SECTION 193, BLOCK 29, W&NW RR CO. SY.
 TRACT 4: ALL OF SECTION 224, BLOCK 29, W&NW RR CO. SY.

NEW <input checked="" type="checkbox"/>	FEDERAL <input type="checkbox"/>	DOCUMENTS SUBMITTED:	
RENEWAL <input type="checkbox"/>	STATE <input type="checkbox"/>	ORIGINAL LEASE <input checked="" type="checkbox"/>	COMPLETED W9 <input type="checkbox"/>
RATIFICATION <input type="checkbox"/>	GOVT. AGENCY <input type="checkbox"/>	MEMORANDUM OF LEASE <input type="checkbox"/>	MIN INT/GRSS ACS/NET ACS SPST <input type="checkbox"/>
EXTENSION <input type="checkbox"/>	FEE <input checked="" type="checkbox"/>	LEASE PLAT <input type="checkbox"/>	ORIGINAL PATENT <input type="checkbox"/>
AMENDED <input type="checkbox"/>	PAID-UP <input checked="" type="checkbox"/>	COPY OF DRAFT/CHECK <input type="checkbox"/>	RECEIPT OF CHECK <input type="checkbox"/>
BOOK: 120	PAGE: 720	ENTRY/REGISTER/MICROFILM	COUNTY/PH-ST GLASSCOCK, TX
DATE: January 30, 2008	EFFECTIVE DATE: January 30, 2008	EXPIRATION DATE: January 30, 2011	TERM (YRS): 3
MINERAL INTEREST: SEE EXHIBIT "A" ATTACHED	GROSS ACRES: 1,920.0000	NET ACRES: 562.0000	ROYALTY RATE: 0.2250000
CO. GWI: 1.0000000		CO. NET ACRES: 562.0000	SHUT-IN ROYALTY AMOUNT: \$2,810.00
BONUS PER ACRE: \$250.00	TOTAL COST OF LEASE: \$140,500.00	FIRST RENTAL DUE: N/A	RENTAL AMOUNT: N/A

LESSOR(S):	INTEREST:
NAME: James Lynn Glass and Helen S. Glass, Husband and Wife	SEE EXHIBIT "A" ATTACHED
CONTINUED	
ADDRESS: 801 Overton Rd.	
ADDRESS:	
CITY ST ZIP: Big Spring, TX 79720	
TIN: James: [REDACTED] Helen: [REDACTED]	
PHONE, EMAIL:	
NAME:	
CONTINUED	
ADDRESS:	
ADDRESS:	
CITY ST ZIP:	
TIN:	
PHONE, EMAIL:	
TOTAL INTEREST:	0.0000000

SEE ADDITIONAL PAGES OR ATTACHMENTS

INSTRUCTIONS, SPECIAL PROVISIONS AND OBLIGATIONS:

SEE LEASE FOR DETAILS:
 *2 year shut-in royalty -\$5.00 per net acre
 *Pooling provision
 *Drainage Clause
 *Furnish all well info.
 *120 day cessation clause/ horizontal pugh in paragraph 11.
 *James Lynn Glass was paid a total bonus of \$519,225.00 and \$140,500.00 pertains to this particular lease. As well, the mineral interest and net acreage specified on this LPR pertain to this lease only.

3580

OIL AND GAS LEASE

This Agreement entered into this 30th day of January, 2008, between JAMES LYNN GLASS and HELEN S GLASS, Husband and wife (Lessor), whose address is, 801 Overton Rd. Big Spring, TX. 79720 and Mariner Energy Inc. (Lessee), whose address is 2000 W. Sam Houston Parkway South, Ste. 2000 Houston, TX. 77402.

1. Lessor in consideration of money paid, the receipt of which is acknowledged, and of the covenants and agreements of this lease, grants, leases and lets to Lessee, for the sole and only purpose of prospecting, drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil, and building necessary structures to produce, save, store, treat and transport oil and gas products, the following lands situated in Glasscock County, Texas, to-wit:

[See Exhibit "A" for land description]

The herein above described land shall be considered for all purposes of this lease as containing exactly 1,920 acres, whether there be more or less.

2. Subject to its other provisions, this lease shall be for a term of three (3) years, (the "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the land under the provisions of this lease and the royalties are paid as hereinafter provided.

3. When production of oil and/or gas is secured, Lessee agrees to pay to Lessor royalties as follows:

(a) As a royalty on oil, which is defined as all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate and other liquid hydrocarbons recovered from oil or gas runs through a separator or other equipment located on the land, twenty two and one half percent (22.5%) of the gross proceeds realized by Lessee from the sale of such oil at the point of sale.

(b) As a royalty on any gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above, produced from the land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value (calculated without deductions as described in paragraph 3(d) below) at the point of sale of twenty two and one half percent (22.5%) of the gas so sold or used. Lessee agrees that before any gas produced is sold or used off the land, it will be run, free of cost to Lessor, through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Lessee's obligation to run gas through a separator shall only be required if in Lessee's judgment it is economically feasible to do so.

(c) Anything in subparagraphs (a) and (b) above the contrary notwithstanding, Lessor may at any time, or from time to time, upon not less than sixty (60) days written notice to Lessee, require that payment of any royalties provided for herein be made in kind. If Lessor elects to take its royalty share in kind and separately dispose of the same, such production is to be delivered into facilities prepared by the Lessor at its cost, risk and expense. At such time or times as Lessor is not taking royalty gas in kind, the market value of gas sold at the wells by Lessee shall be conclusively presumed to be the price realized by Lessee for that gas.

(d) Anything in subparagraphs (a), (b) and (c) above the contrary notwithstanding, Lessee agrees that all royalties accruing under the lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced from the land ready for sale or use. In the event that market value under this lease can only be determined after making the deductions described in this paragraph, then the value of the deductions shall be added to the market value for the purpose of calculating royalties under this lease.

(e) Lessor shall be entitled to twenty two and one half percent (22.5%) of any take or pay settlement or other settlement or of any incentive payment or other payment received by Lessee for the sale or production of oil or gas from the leased premises.

(f) Lessee covenants and agrees that Lessee shall be under the duty to exercise the utmost good faith in the disposition, sale and accounting for Lessor's royalty.

(g) Any other provision herein contained to the contrary notwithstanding, the payment of royalties is a condition of this lease and shall be the individual obligation of Lessee and all royalties shall be paid commencing one hundred twenty (120) days after the last day of the month in which the initial sale of oil or gas produced from the land occurs, on oil on or before sixty (60) days after the last day of each month during which oil is produced and on gas on or before ninety (90) days after the last day of each month during which gas is produced.

(h) The market value of all gas shall be determined at the point of sale and by reference to the gross heating value (measured in British Thermal Units) and quality of the gas. The market value used in the calculation of all royalty under this lease shall never be less than the total proceeds received by Lessee in connection with the sale, use or other disposition of the oil or gas produced or sold from the leased premises. If Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, the proportionate part of the reimbursement shall be added to the total proceeds received by Lessee for purposes of this lease. If Lessee receives any reimbursement for any expenses of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage or marketing, then the proportionate part of any such reimbursement shall be added to the total proceeds received by Lessee for purposes of this subparagraph.

4. If at the end of the primary term or any time thereafter this lease is not otherwise being maintained in force, it shall nevertheless remain in force as long as Lessee engages in drilling or reworking operations reasonably calculated to obtain or restore production on the land without an interruption of more than sixty (60) consecutive days, and, if such operations result in the production of oil or gas or other substances covered by this lease as long thereafter, subject to the other provisions of this lease, as there is production in paying quantities. Drilling operations as defined herein shall mean the actual spudding of a well and drilling said well with due diligence to a depth sufficient to adequately test the objective formation proposed for said well.

5. Lessee shall have free use of oil and gas from the land for all operations authorized by this lease and the royalties shall be computed after deducting any so used.

6. The rights of either party may be assigned in whole or in part and the provisions of this lease shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or recorded copies thereof, constituting his chain of title from the original Lessor.

7. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant of this lease due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washout;

landslides, and lightning; laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

8. If Lessors owns an interest in the oil and gas in and under the land less than the entire fee simple estate, then the rentals and royalties provided for in this lease shall be reduced proportionately.

9. Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of the Railroad Commission of Texas, the Texas Water Commission, and any other governmental authorities. Lessee shall not use, store or dispose of any hazardous materials on the land, except to the extent such substances are contemporaneously required for actual oil or gas operations on the land and any such substances shall be used, stored or disposed of in a safe manner, in compliance with all applicable governmental regulations. Lessee shall insure that all contractors comply with the terms of this paragraph. In the event Lessee is notified of any environmentally harmful or dangerous conditions on the land resulting from Lessee's operations, Lessee shall promptly take all actions required to clean-up and correct such dangerous or harmful conditions, in accordance with applicable law and regulations and sound engineering practices. Lessor shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potentially harmful, dangerous or damaging conditions, and Lessor shall have no right to control Lessee's contractors. Neither Lessee nor any contractors shall have any right of contribution or indemnity from Lessor for any matters relating to Lessee's operations on the land or conditions on the land, regardless of whether such matters arise from Lessor's negligence.

10. Lessee agrees to indemnify, hold harmless and defend Lessor from all claims, demands, expenses, and causes of action arising out of or in connection with Lessee's operations on the land. Lessee's obligations hereunder being without limit, without regard to the cause or causes thereof, and without regard to the date of occurrence of the cause or causes thereof, and to include but not be limited to claims, demands, expenses and causes of action predicated upon the sole or concurrent negligence of Lessor.

11. At the end of the primary term, this lease shall terminate as to all of the above described land, except as to each proration unit allocated for production allowable purposes under the rules and regulations of the Railroad Commission of the State of Texas, or other governmental authority having jurisdiction to each well producing oil and/or gas in commercial quantities, and as to each such proration unit, as to all depths 100 feet below the base of the deepest formation from which such production is being obtained on such proration unit unless Lessee commences the actual drilling of an additional well within one hundred twenty (120) days of the last to occur of (i) the expiration of the primary term, or, (ii) the date that any well actually being drilled at the expiration of the primary term is completed as a well capable of producing oil and/or gas in commercial quantities or as a dry hole, and thereafter Lessee shall continuously develop the above described land with no more than one hundred twenty (120) days elapsing between the date one well is completed as a well capable of producing oil and/or gas in commercial quantities or as a dry hole and the date the actual drilling of the next succeeding well commences, until said land has been drilled to the density necessary to obtain the maximum production allowable per well under the rules and regulations of the Railroad Commission of Texas, or other governmental authority having jurisdiction. Upon the cessation of such continuous development, this lease shall terminate except as to each proration unit allocated as aforesaid, upon which a well is producing oil and/or gas in commercial quantities, and as to each such proration unit as to all depths 100 feet below the base of the deepest formation from which such production is being obtained on such proration unit. At the end of the primary term or the date that this lease shall expire as to any part hereof, whichever is later, Lessee shall select and designate a producing unit around each producing oil and gas well. Such designated units are to be as nearly as practical in the form of a square with the wellbore being as close to the center as possible. The acres in each unit are to be limited to or expanded to conform with the maximum area provided for or established directly or indirectly, in the applicable rules and regulations of the regulatory authority having jurisdiction of the premises with reference to the spacing of wells or the size of producing wells. A well shall be deemed to have been completed on the first to occur of (i) the date the completion or plugging report required by the Railroad Commission of the State of Texas or other governmental authority having jurisdiction is filed, or, (ii) thirty (30) days after the drilling rig that drilled the relevant well is released from the well locations.

12. If at the expiration of the primary term or at any time thereafter, there is located on the leased premises a well or wells capable of producing gas in paying quantities, and such gas is not produced for lack of a suitable market, and this lease is not otherwise being maintained in force and effect under the other terms and provisions hereof, Lessee may pay as royalty a sum of money equal to Five Dollars (\$5.00) per net mineral acre then subject to this lease, such payment shall be made directly to Lessor at Lessor's address prior to the expiration of the primary term of this lease or if the primary term has expired, prior to the shutting in of said well, within sixty (60) days after Lessee shuts in said well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be maintained in force under its other provisions; and if such payment is made, this lease shall be considered to be a producing lease and such payment shall extend the term of this lease for a period of one (1) year from the date such payment or tender is made, and it will be considered under all provisions of this lease that gas is being produced from the leased premises during the annual period for which such royalty is paid or tendered as authorized above. In no event shall shut-in well payments maintain this lease in force for any one period of more than two (2) consecutive years without the prior written consent of Lessor.

13. Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises and references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit, provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the

total gross acreage in the unit, but only to the extent that such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein the words "separate tract" means 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. Pooling hereunder shall not constitute a cross-conveyance of interests. Whether a unit is entirely within the leased premises or whether a portion of the land herein is pooled or unitized with other land so as to form a pooled unit or units, operations on, or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease, as to the land not included in such unit or units, may be maintained in force and effect by drilling or reworking operations on such acreage or production therefrom, in accordance with the terms and provisions hereof. In the event Lessee drills a well and elects to pool or unitize a portion of the leased premises, it is understood and agreed that at least one-half (1/2) of the pooled unit shall be comprised of acreage covered by this lease.

14. Lessee shall adequately protect the oil and gas under the land from drainage from adjacent lands, and shall drill as many wells as a prudent operator would drill under similar circumstances and to the depths necessary for effective protection against undue drainage by wells on adjacent lands. The term "adjacent lands" includes lands which have a common corner or corners with the land.

15. Lessee in conducting Lessee's operations shall comply with all laws, rules, and regulations of all governmental authorities having jurisdiction of the land and of Lessee's operations.

16. Lessee shall furnish Lessor with all well, drilling, completion and production data, reports, title opinions, logs and information when specifically requested by Lessor. Lessor agrees to maintain the confidentiality of such information during the period that this lease remains in effect or until such time as the information provided herein becomes a matter of public record.

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

SEE ADDENDUM ATTACHED.

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

Lessor:

James Lynn Glass
JAMES LYNN GLASS

Helen S. Glass
HELEN S. GLASS

Lessee:

MARINER ENERGY, INC.

By:

Judd A. Hansen
Sr. VP of Shelf and Oshore

MR
TMS

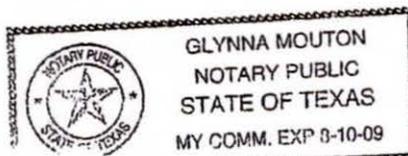
THE STATE OF TEXAS §
COUNTY OF Howard §

This instrument was acknowledged before me this 4th day of Feb, 2008, by James Lynn Glass & Helen S. Glass

Glynn Mouton
Notary Public, State of Texas

~~THE STATE OF TEXAS §
COUNTY OF Harris §~~

~~This instrument was acknowledged before me this _____ day of _____, 2008, by _____ as _____ of _____ on behalf of _____~~

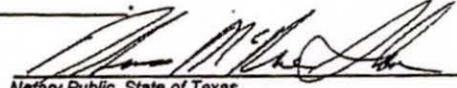


~~Notary Public, State of Texas~~

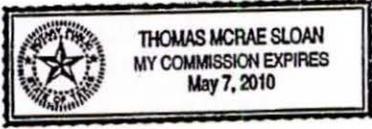
THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me this 13th day of August, 2008,
by Judd A. Hansen, Sr. VP. of Shelf & Onshore of Mariner Energy Inc., a Delaware Corporation, on behalf of said Corporation



Notary Public, State of Texas



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Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease dated January 30, 2008, from James Lynn Glass and wife, Helen S. Glass to Mariner Energy, Inc.

Description of 1,920 acres, more or less, consisting of the following:

Tract 1:

E/2 Section 27, Block 30, W&NW RR Co. Survey, containing 320 acres more or less.

Tract 2:

All of Section 28, Block 30, W&NW RR Co. Survey, containing 640 acres more or less.

Tract 3:

E/2 of Section 193, Block 29, W&NW RR Co. Survey, containing 320 acres more or less.

Tract 4:

All of Section 224, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.



ADDENDUM TO OIL GAS AND MINERAL LEASE**Addendum to Oil and Gas Lease between James and Helen
Glass, husband and wife, and Mariner Energy Inc.**

Notwithstanding anything contained herein to the contrary, the provisions of this Addendum shall control in the event of inconsistency or conflict, with the oil and gas lease attached hereto.

- a. Lessee agrees to pay to Surface Owner in cash and in advance prior to drilling, reasonable surface damages for all of its operations hereunder. Lessee shall pay \$6,500.00 for each well location which shall include pad, pit and one tank battery and an additional \$1,500.00 for each tank battery which is not placed on a well location. Damages for each horizontal well drilled shall be \$6,500.00 and an additional \$1,500.00 for each tank battery which is not placed on a well location. Damages for new roadways and flowlines shall be calculated at a rate \$6.00 a rod for roadways and \$2.00 a rod for flowlines.
- b. Lessee further agrees that neither he nor his employees, contractors, suppliers and agents shall bring any firearms on the leased premises. At such times as Lessee is not conducting operations on the leased premises, or is not transporting oil or other liquid hydrocarbons therefrom, he will keep all entry gates to the leased premises closed and locked; and that in the event of commercial production of oil and /or gas from the leased premises, that all cattle guards entering the premises, shall be locked and chained.
- c. Lessee further agrees to consult with Surface Owner regarding location of all roads used or installed by Lessee. All cattle guards installed by Lessee will be in accordance with Surface Owner's reasonable specifications to be not less than 9' x 16' x 5' in size. Fence corners and fence braces installed by Lessee will be in accordance with Surface Owner's reasonable specifications, and shall be constructed so that there is a "Swing gate" which shall be lockable. All gates shall be constructed of 4 x 4' wire mesh, to be predator proof and in accordance with Surface Owner's reasonable specifications. Lessee further agrees that upon cessation of production, abandonment of the lease, release or termination of the lease, whichever occurs first, that all cattle guards, gates or fence posts installed by Lessee shall be turned over to the Surface Owner so that surface Owner shall have full rights and title thereto. It is further agreed that all roads used by Lessee shall be and remain private roads for all purposes.
- d. Lessee may purchase fresh water from Surface Owner's existing water well located in Section 186, Block 29, W&NW RR Co. Sy., Glasscock County, Texas at a flat rate of \$5,000 per oil and gas well for water used during drilling and completing operations or Lessee may drill new water wells, no closer than 1,000' from any existing water wells, and use the water therefrom for drilling and completing operations. At surface owner's option, any water well drilled by Lessee, together with casing and related equipment, shall become the property of surface owner upon the conclusion of drilling and completing operations on the leased premises.
- e. On land used for grazing, Lessee shall fence out all pump jacks for producing well sites and slush pits or other pits which the Lessee may create, or cause to be located on such land, so that fluids there or damaging substances thereof shall be wholly unavailable to livestock being grazed upon the above described lands or any part thereof.
- f. Each drill site shall be cleaned and leveled by the Lessee as soon as reasonably possible after the completion of each well and in such a manner that the land will be returned to its former condition as nearly as possible under the circumstances. Lessee further agrees that all slush pits shall be filled and closed as promptly as possible.
- g. The operations of Lessee on the leased premises shall be conducted in such a manner that the Lessee shall use reasonable and customary means to prevent the contamination of any and all waters in, on and under said land, whether in surface tanks or any other type of storage, in creek beds or river beds, and any and all surface and subsurface water bearing strata or formations by virtue of Lessee's drilling, development and production. Lessee shall prevent contamination of the surface of the above described lands from salt water or other contaminating substances flowing over or seeping onto such lands because of Lessee's operations.
- h. It is further understood and agreed that Lessee, his successors and assigns in any and all operations, working and actions taken hereunder will conduct such operations, workings and actions in such a manner as to prevent soil erosion and soil loss.

i. Notwithstanding anything herein contained to the contrary, it is understood and agreed that Lessee shall have a reasonable time, but not to exceed 120 days after the expiration of the primary term or cessation of production or any

other fee determinable event, in which to remove all property and fixtures placed by Lessee on said land except as provided for herein.

j. Lessee, its heirs or assigns, agrees that all pits used in connection with its operations hereunder shall be lined with plastic to prevent contamination of any and all waters in, on and under said lands.

k. When this lease is abandoned by Lessee, Lessee, its successors and assigns, agree to plug all wells drilled on said premises in accordance with the rules and regulations promulgated by the Railroad Commission of Texas or any other regulatory agency having such jurisdiction.

l. Lessee hereby agrees that with regard to all wells drilled on the leased premises, a sufficient amount of surface casing shall be set and cemented to properly protect all fresh water formations which are now, or may be, source of water supply.

m. Where Lessee's equipment may cause ruts or tracks in drilling or production operations, Lessee shall repair said damage in a reasonable time.

n. Lessee will bury all flowlines in accordance with the following standards and specifications, if Surface Owner should option to have Lessee initially do so. All pipelines and flowlines and other appropriate lines not on well site location shall be laid thirty-six (36") inches beneath the surface of the ground and shall on land now in cultivation be double ditched and water packed. In laying pipelines or other necessary lines on land now in cultivation the soil shall be removed separately for the full width of the line trench to a depth of not less than twelve (12") inches or the depth of the top soil, whichever is less, and such top soil shall be replaced on top of the backfill for such trench. Whenever Lessee removes rocks or caliche from a trench located on land now in cultivation on leased premises, Lessee shall place all such rock and caliche back into the trench at least twelve (12") inches below the surface elevation or, in its discretion, Lessee may remove such rock and caliche from the leased premises. Rock, as defined herein shall not include sand or gravel or rocks less than two (2") inches in diameter. After the construction of any line and after any excavation in connection with the maintenance, repair or removal of any line, the contour of the ground shall be restored as nearly as practicable to the original condition and maintained so that neither wind nor water erosion results from the location of such line or any of the activities of Lessee hereunder. Buried flowlines or pipelines shall follow the roads wherever possible.

o. All operations hereunder shall as reasonable and practical as possible be conducted so as to cause the least inconvenience and interference with surface use and the most practicable accommodation with other surface users.

p. Lessee shall consult with Surface Owner as to the location of the tank batteries and roadways in advance of their construction, and shall locate the same in accordance with the reasonable agreement of the parties. At all times while this lease is in effect, all drill site locations shall be maintained and kept free and clear of all weeds, mesquite and other phreatophytes.

q. In the event soil on the leased premises is damaged as a result of Lessee's operations from spillage, leakage, dumping, pumping or draining of salt water, oil or other chemicals, then Lessee agrees to clean up and to restore and reseed the soil and to restore the soil to as near its original condition as is reasonable possible.

r. Upon abandonment of the leased premises as a result of the drilling of a dry hole or the cessation of production, Lessee shall restore the surface of the leased premises to as nearly as reasonably practicable to its conditions prior to commencement of operations. Such restoration shall include the removal of caliche and other base materials brought in by Lessee and put down for well location pads, tank battery sites and roadways. Lessee agrees that all slush pits will be deep buried, where rock does not interfere, and leveled at Lessee's expense.

s. No drilling or reworking operations shall take place less than 300 feet from a residence or improvement of any kind located on the premises at the time of execution of this lease.

t. This Lease covers oil, gas and all associated hydrocarbons produced from the well bore with oil, gas and casinghead gas only and all other references to other minerals are hereby deleted. It is hereby understood and agreed that Lessor shall receive 22.5% royalty for sulphur or other components extracted from the well bore and produced by Lessee.

BOOK 120 PAGE 120

u. If for any reason beyond the control of Lessee, a well or wells located on the above described land and capable of producing gas in paying quantities is or are shut in at any time after the expiration of the primary term of this lease for a period of sixty (60) consecutive days, during which time oil or gas is not otherwise being produced hereunder, Lessee may on or before the expiration of said sixty-day period, pay or tender to the owners thereof, or to the credit of the owners in the First National Bank at Sterling City, Texas, which bank and its successors are Lessor's agents, and shall continue as the depository for all such payments payable hereunder regardless of any devolution, change or division of the ownership of said

land or payments, a sum equal to Five Dollars(\$5.00) times the number of net mineral acres which are then covered by this lease, but in no event to be less than \$1,200.00 per annum for each shut in well capable of producing gas or oil in paying quantities; and if such payments are timely made, it shall be considered under the provisions of this lease that gas or oil is being produced from the leased premises in paying quantities for one (1) year from the first such well was shut in, and upon a like payment on or before such date each succeeding year, it will be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities for the year immediately following; however, the right to extend this lease in this manner may not be utilized to extend this lease for a period of more than five (5) years cumulatively from the date of the lease. For example, if after production was established, the well was shut in for a period of three years and the lease was perpetuated by the payment of shut in royalties and thereafter production was resumed: Lessee would have the ability perpetuate the lease only for a total period of two more years (successive or otherwise) through the payment of shut in royalties. However, if any well is shut in, in excess of three years, the shut in royalty to extend the lease for the fourth and fifth years as provided herein will be calculated at the rate of \$10.00 times the number of net mineral acres which are then covered by this lease, but in no event to be less than \$2,400.00 per annum for each shut in well capable of producing gas in paying quantities.

v. In the event of a partial termination of this lease under the provisions hereof, Lessee, upon request of Lessor, shall execute unto Lessor a good and sufficient partial release of this lease as to all lands and all substances which shall have expired under the provisions hereof.

w. Nothing expressed or implied in this lease shall relieve Lessee of any otherwise existing duty of development.

x. Initial settlement with the Lessor for the royalty on oil and/or gas that is first sold to the first purchaser or used off the premises shall be made by the fourth calendar month after the calendar month such completed well as shown by the Form W-2, Railroad Commission of Texas, Oil and Gas Division, Oil Well Potential Test, Completion of Recompletion Report and Log, or such other report required by an applicable successor governmental agency that shows the date of completion of such well produces. Thereafter, settlement with Lessor for the royalty on all oil and/or gas that is sold to the first purchaser after the first sale or used off the premises after the first sale shall be made by the Lessee and/or the Lessee's heirs, successors or assigns on or before the 30th day of second calendar month for the oil and/or gas sold or used off the premises during the preceding calendar month. The amount of the settlement for royalty on oil and/or gas sold or used off the premises shall bear interest at the rate of eighteen percent (18%) per annum from the applicable settlement dates set forth herein. No provision of this lease shall require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law to be charged by the Lessor to the Lessee or the Lessee's heirs, successors or assigns. If any excess of interest in such respect is provided for herein, or shall be adjudicated to be provided for herein, the Lessee or the Lessee's heirs, successors and assigns shall not be obligated to pay such interest in excess of the amount permitted by applicable law to be charged at such time by Lessor in this lease to the Lessee in this lease or to the Lessee's heirs, successors or assigns, and the right to demand the payment of any such excess interest shall be and hereby is waived, and this provision shall control any other provisions of this lease. Any payment of interest in excess of the maximum amount permitted by applicable law shall be considered as a mistake and the excess thereof over such maximum amount shall be returned to the Lessee's heirs, successors or assigns within thirty (30) days after such excess payment has been called to the attention of the Lessor by the Lessee or the Lessee's heirs, successors or assigns.

y. **NO DEDUCTIONS.** Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating dehydrating, compressing, processing, transporting, marketing either on or off the leased premises and otherwise making the oil, gas and other products produced ready for sale or use, however, Lessee shall have the free use of the gas only for pump jacks, heater treaters and separators on the leased premises. Lessee may deduct from Lessor's royalty any severance taxes that may be due on Lessor's royalty but shall not deduct any regulatory fees from Lessor's royalty to include any reimbursements by any purchasers or third parties for severance taxes, production and marketing related costs, and any payments made in lieu of production such

as take or pay provisions or any other payments made as a result of litigation (or settlement thereof) involving the producing reservoir or production therefrom. The parties to this lease agreement intend to nullify the result of the case of Heritage Resources, Inc. v. Nations Bank, 939 S.W. 2nd 118 (Tex. 1996) by the terms of this agreement.

z. If Surface Owner has sufficient quantity and quality caliche, Lessee shall purchase any caliche to be used on the premise from Surface Owner at \$2.50 per yard.

a.a. Whenever used in this Lease, the words "drilling operation" or "operations" shall mean operations for and any of the following: pad construction drilling, testing, completing, reworking, recompleting, deepening, side tracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas.

b.b. "If at the expiration of the primary term of this lease, (i) Lessee is engaged in drilling a well or wells located on the lands covered hereby, or (ii) where a well has been completed, or reworked on the leased premises within ninety (90) days of the expiration of the primary term, Lessee may maintain its rights after the expiration of the primary term by conducting a ninety (90) day continuous drilling program. Continuous drilling operations shall mean that not more than ninety (90) days shall expire between the completion as a producer or the abandonment as a dry hole of a preceding well and the commencement of operations for the drilling of the next succeeding well to the development of the Leased premises to the density of maximum allowable production."

If Lessee fails to conduct continuous drilling operations on the Leased premises, this Lease shall thereupon terminate as to all of the Leased premises, except:

(1) Surrounding each well theretofore completed and then producing only oil or oil and casinghead gas in paying quantities or classified by any governmental authority authorized to so classify such well for proration purposes as an oil well, that number of acres prescribed or permitted by such governmental authority to be allocated to such well to entitle such well to receive the maximum allowable production, and to a depth of 100 feet below the deepest of all wells drilled and then capable of producing in paying quantities under the provisions of this lease.

(2) Surrounding each well theretofore completed and then producing gas (excluding casinghead gas) or classified by such governmental authority as a gas well, that number of acres prescribed or permitted by such governmental authority to be allocated to such well to entitle such well to receive the maximum allowable production, and to a depth of 100 feet below the deepest of all wells drilled and then capable of producing in paying quantities under the provisions of this lease.

cc. Notwithstanding anything herein to the contrary, the royalty to be paid under paragraph 3 of the attached oil, gas and mineral lease shall be 22.5% of all oil or gas or other hydrocarbons produced as that term is defined in paragraph 3 of said lease.

FILED
AT 10:00 O'CLOCK A. M.
ON THE 21 DAY OF August
A.D., 2008
INS. NO. 3580

Rebecca Badla

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

BY Shirlean 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. 120 PAGE 420

RECORDED August 21, 2008



VERITAS 321
ENERGY PARTNERS, LP

COPY

February 4, 2008

James Lynn Glass
Helen F. Glass
801 Overton Road
Big Spring, TX 79720

RE: **Check for Oil, Gas and Mineral Lease covering the following tracts:**

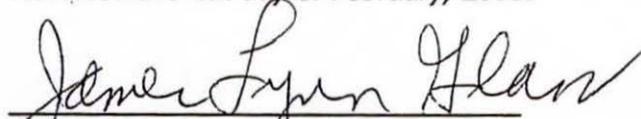
1. The South 257.5 acres of Section 10, Block 32, T-2-S, T&P Ry. Co. Survey, containing 257.5 acres more or less.
2. All of Section 11, Block 32, T-2-S, T&P Ry. Co. Survey, containing 13.98 acres more or less.
3. All of Section 12 Block 33, T-3-S, T&P Ry. Co. Survey, containing 259.5 acres more or less.
4. All SAVE AND EXCEPT the NE/4 of Section 35, Block 33, T-2-A, T&P Ry. Co. Survey, containing 480 acres more or less
NE/4 of Section 35, Block 33, T-2-S, T&P Ry. Co. Survey, containing 160 acres more or less
5. All of Section 37, Block 33, T-2-S, T&P Ry. Co. Survey, containing 640 acres more or less.
6. All of Section 48, Block 33, T-2-S, T&P Ry. Co. Survey, containing 626 acres more or less.
7. E/2 Section 27, Block 30, W&NW RR Co. Survey, containing 320 acres more or less.
8. All of Section 28 Block 30, W&NW RR Co. Survey, containing 640 acres more or less.
9. N/2 & SE/4 of Section 60, Block 30, W&NW Co. Survey, containing 480 acres more or less.
10. W/2 & SE/4 of Section 186, Block 29, W&NW Co. Survey, containing 480 acres more or less.
11. S/2 Section 189, Block 29, W&NW RR Co. Survey, containing 320 acres more or less.
12. All of Section 190, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.
13. All of Section 191, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.
14. All of Section 192, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.
15. E/2 of Section 193, Block 29, W&NW RR Co. Survey, containing 320 acres more or less.
16. All of Section 209, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.
17. W/2 of NW/4 Section 215, Block 29, W&NW RR Co. Survey, containing 80 acres more or less.
18. N/2 and SW/4 of Section 216, Block 29, W&NW RR Co. Survey containing 480 acres more or less.
19. S/2 and NW/4 of Section 217, Block 29 W&NW RR Co. Survey containing 480 acres more or less.
20. S/2 of Section 218, Block 29 W&NW RR Co. Survey, containing 320 acres more or less.
21. S/2 of Section 219, Block 29, W&NW RR Co. Survey 320 acres more or less.
22. All of Section 223, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.
23. All of Section 224, Block 29, W&NW RR Co. Survey, containing 640 acres more or less.

All located in Glasscock County, Texas.

We are in receipt of the executed Oil and Gas Lease covering your interest in the captioned property. In connection therewith, you have received **check number 2766** in the amount of **\$519,225.00** representing payment for the bonus consideration (2,076.90 net acres x \$250/acre).

Please acknowledge your receipt hereof by signing in the space provided below. Thank you for your cooperation in this matter.

Received this 4th day of February, 2008.


James Lynn Glass


Helen F. Glass

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

88-737
1163

2/4/2008

PAY TO THE ORDER OF James Lynn Glass and Helen F. Glass \$ 519,225.00

Five Hundred Nineteen Thousand Two Hundred Twenty-Five and 00/100 ***** DOLLARS

James Lynn Glass and Helen F. Glass
801 Overton Road
Big Spring, TX 79720

MEMO: Bonus Consideration AUTHORIZED SIGNATURE

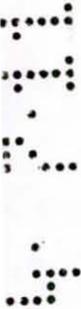
⑈002766⑈

VERITAS 321 ENERGY PARTNERS, LP

002766

James Lynn Glass and Helen F. Glass

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/4/2008	Bill	Bonus Consideration	519,225.00	519,225.00		519,225.00
				Check Amount		519,225.00



(WNB) Veritas 321 EP Bonus Consideration 519,225.00

VERITAS 321 ENERGY PARTNERS, LP

002766

James Lynn Glass and Helen F. Glass

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/4/2008	Bill	Bonus Consideration	519,225.00	519,225.00		519,225.00
				Check Amount		519,225.00

(WNB) Veritas 321 EP Bonus Consideration 519,225.00



MARINER ENERGY, INC.

LEASE PURCHASE OR MINERAL ACQUISITION REPORT

FINAL

DATE:	June 19, 2009	PROSPECT:	DEADWOOD
PREPARED BY:	VERITAS 321 ENERGY PARTNERS, LP (BR)	AFE #	072296
APPROVED BY:			

blue cell = formula inserted

ASSIGNOR/LESSOR/GRANTOR:

AMY LOUISE O'BARR SMITH

ASSIGNEE/LESSEE/GRANTEE:

MARINER ENERGY, INC.

PROPERTY DESCRIPTION:

ALL OF SECTION 28, BLOCK 30, W&NW RR CO. SY.

NEW <input checked="" type="checkbox"/>	FEDERAL <input type="checkbox"/>	DOCUMENTS SUBMITTED:	
RENEWAL <input type="checkbox"/>	STATE <input type="checkbox"/>	ORIGINAL RATIFICATION <input checked="" type="checkbox"/>	COMPLETED W9 <input checked="" type="checkbox"/>
RATIFICATION <input checked="" type="checkbox"/>	GOVT. AGENCY <input type="checkbox"/>	MEMORANDUM OF LEASE <input type="checkbox"/>	MINERAL TAKEOFF <input type="checkbox"/>
EXTENSION <input type="checkbox"/>	FEE <input checked="" type="checkbox"/>	LEASE PLAT <input checked="" type="checkbox"/>	ORIGINAL PATENT <input type="checkbox"/>
AMENDED <input type="checkbox"/>	PAID-UP <input checked="" type="checkbox"/>	COPY OF DRAFT/CHECK <input checked="" type="checkbox"/>	RECEIPT OF PAYMENT <input checked="" type="checkbox"/>
BOOK: 132	PAGE: 343	ENTRY/REGISTER/MICROFILM	COUNTY/PH-ST GLASSCOCK, TX
DATE: May 6, 2009	EFFECTIVE DATE: January 30, 2008	EXPIRATION DATE: January 30, 2011	TERM (YRS): 3
MINERAL INTEREST: 0.10937500	GROSS ACRES: 640.0000	NET ACRES: 35.0000	ROYALTY RATE: 0.22500000
CO. GWI: 1.00000000		CO NET ACRES: 35.0000	SHUT-IN ROYALTY AMOUNT: \$175.00
BONUS PER ACRE: \$250.00	BONUS AMOUNT: \$8,750.00	FIRST RENTAL DUE: N/A	RENTAL AMOUNT: N/A

LESSOR(S):	NAME: AMY LOUISE O'BARR SMITH	INTEREST: 0.10937500
CONTINUED	ADDRESS: 5909 CRAIG STREET	
	CITY ST ZIP: FORT WORTH, TX 76112	
	TIN: [REDACTED]	
	PHONE:	
	EMAIL:	
NAME:		
CONTINUED		
ADDRESS:		
ADDRESS:		
CITY ST ZIP:		
TIN:		
PHONE, EMAIL:		
	TOTAL INTEREST:	0.10937500

SEE ADDITIONAL PAGES OR ATTACHMENTS

INSTRUCTIONS, SPECIAL PROVISIONS AND OBLIGATIONS:

SEE LEASE FOR DETAILS:

*No executive rights.

#1353

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, James Lynn Glass and Helen S. Glass, husband and wife, as Lessor, executed in favor of Mariner Energy, Inc., as Lessee, a certain Oil and Gas Lease (the "Lease"), dated January 30, 2008, recorded in Volume 120, Page 720 of the Glasscock County Public Records. This lease covers the following described lands (the "Leased Premises") in Glasscock County, Texas:

All of Section 28, Block 30, W&NW RR Co. Sy.,
Glasscock County, TX

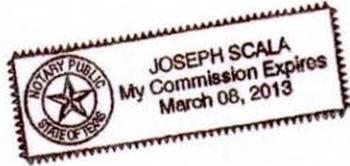
and

WHEREAS, the undersigned Owner is the owner of an interest in the oil, gas and other minerals in and under and that may be produced from, or in the royalty on oil, gas and other minerals that may be produced from, the Leased Premises, without the right to execute oil and gas or other mineral leases thereon; and

WHEREAS, said Owner has been requested to acknowledge the binding effect of the Lease with respect to Owner's interest in the Leased Premises;

NOW, THEREFORE, the undersigned Owner does hereby ratify, adopt and confirm the Lease, and all of its terms and provisions, as binding on the interest of such Owner in and to the Leased Premises, of whatever nature and extent as though said Owner had joined in the execution thereof. If and to the extent that said Owner is entitled to any portion of the bonus or other consideration paid or agreed to be paid for the execution of the Lease, said Owner hereby acknowledges receipt of all such consideration to which Owner may be entitled.

EXECUTED this 6 day of May, 2009.



Owner

Amy Louise O'Barr Smith

Amy Louise O Barr Smith
Amy Louise O'Barr Smith

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 6 day of May, 2009 by Amy Louise O'Barr Smith.

My Commission Expires: 3-8-13

Joseph Scala
Notary Public State of Texas

FILED
AT 10:00 O'CLOCK A. M.
ON THE 12 DAY OF June
A.D., 2009
INS. NO. 1353

Rebecca Batla
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 Batla
County Clerk, Glasscock County, Texas

OFFICIAL PUBLIC RECORDS
VOL. 132 PAGE 343
RECORDED June 12, 2009

006094



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

WESTERN NATIONAL BANK
MIDLAND, TX

88-737
1163

6/5/2009

PAY TO THE ORDER OF Amy Louise O'Barr Smith

\$**17,052.10

Seventeen Thousand Fifty-Two and 10/100***** DOLLARS

Amy Louise O'Barr Smith
5909 Craig St.
Ft. Worth, TX 76112

Shelley Angen
AUTHORIZED SIGNATURE



MEMO MEI200913 R

⑈006094⑈

VERITAS 321 ENERGY PARTNERS, LP

006094

Amy Louise O'Barr Smith

6/5/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/5/2009	Bill	Bonus Consideration	17,052.10	17,052.10		17,052.10
				Check Amount		17,052.10

(WNB) Veritas 321 EP MEI200913 R

17,052.10

File No. _____

Date Filed: _____
Jerry E. Patterson, Commissioner

By _____

RECEIVED

RECEIVED

4 5 11

#1360

BOOK 132 PAGE 357

RATIFICATION OF OIL AND GAS LEASE

WHEREAS, James Lynn Glass and Helen S. Glass, husband and wife, as Lessor, executed in favor of Mariner Energy, Inc., as Lessee, a certain Oil and Gas Lease (the "Lease"), dated January 30, 2008, recorded in Volume 120, Page 720 of the Glasscock County Public Records. This lease covers the following described lands (the "Leased Premises") in Glasscock County, Texas:

All of Section 28, Block 30, W&NW RR Co. Sy.,
Glasscock County, TX

and

WHEREAS, the undersigned Owner is the owner of an interest in the oil, gas and other minerals in and under and that may be produced from, or in the royalty on oil, gas and other minerals that may be produced from, the Leased Premises, without the right to execute oil and gas or other mineral leases thereon; and

WHEREAS, said Owner has been requested to acknowledge the binding effect of the Lease with respect to Owner's interest in the Leased Premises;

NOW, THEREFORE, the undersigned Owner does hereby ratify, adopt and confirm the Lease, and all of its terms and provisions, as binding on the interest of such Owner in and to the Leased Premises, of whatever nature and extent as though said Owner had joined in the execution thereof. If and to the extent that said Owner is entitled to any portion of the bonus or other consideration paid or agreed to be paid for the execution of the Lease, said Owner hereby acknowledges receipt of all such consideration to which Owner may be entitled.

EXECUTED this 6th day of May, 2009.

Owner
George O. Smith

George O. Smith
George O. Smith

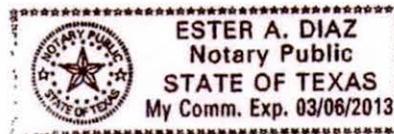
STATE OF TEXAS §

COUNTY OF Parker §

This instrument was acknowledged before me on this the 6th day of May, 2009 by George O. Smith.

My Commission Expires:

Esther A. Diaz
Notary Public State of Texas



FILED
AT 10:00 O'CLOCK A M.
ON THE 12 DAY OF June
A.D., 2009
INS. NO. 1360

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. 132 PAGE 357
RECORDED June 12, 2009

006101



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

WESTERN NATIONAL BANK
MIDLAND, TX

88-737
1163

6/5/2009

PAY TO THE ORDER OF George O. Smith

\$**17,052.10

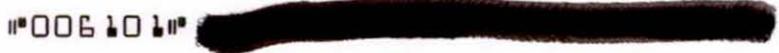
Seventeen Thousand Fifty-Two and 10/100***** DOLLARS

George O. Smith
139 Regent Row
Willow Park, TX 76087

Shelley Ingers
AUTHORIZED SIGNATURE



MEMO MEI200913 R

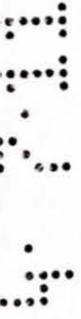


VERITAS 321 ENERGY PARTNERS, LP

006101

George O. Smith

6/5/2009



Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/5/2009	Bill	Bonus Consideration	17,052.10	17,052.10		17,052.10
				Check Amount		17,052.10

(WNB) Veritas 321 EP MEI200913 R

17,052.10

7.

File No. MF 112594

Leases

Date Filed: 4/7/11

Jerry E. Patterson, Commissioner

By [Signature]

Vertical stamp or text, possibly "RECEIVED" or similar, oriented vertically.

4 511

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 5, 2011

Mr. Andy Torres
Veritas 321 Energy Partners, LP
Agent for Apache Corp.
PO Box 173
Midland, TX 79702

Dear Mr. Torres,

Re: State of Texas HROW Lease # MF 112594

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

8

File No. MF 112594
9th letter
Date Filed: 5/5/11
Jerry E. Patterson, Commissioner
By JEP

1907

VERITAS 321 ENERGY PARTNERS, LP

Commissioner of the TX General Land Office

6/7/2011

2010 · Receipts Payable-Apache

APA201119L O&G Lease # MF112594

4,095.00

2010 · Receipts Payable-Apache

APA201119F O&G Lease # MF112594

61.43



11711732

121

(WNB) Veritas 321 EP APA201119 O&G Lease # MF112594

X 4,156.43



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

16.38 ACRES OF THE LAND, MORE OR LESS, SITUATED IN SECTION 28, BLOCK 30, W&NW RR CO SURVEY, SAID LANDS BEING DESCRIBED IN THE FOLLOWING DEED FILED IN THE DEEDS OF RECORD, GLASSCOCK CO: DEED FROM J.T. O'BARR ET UX AND GEORGE B. O'BAR , TO THE STATE OF TEXAS DATED: 3/27/1936 AND RECORDED IN VOL. 45, P.68, **OIL AND GAS LEASE NO. MF 112594**

GLASSCOCK COUNTY, TEXAS

Dear Mr. Martin:

In receipt of your executed Oil and Gas Lease covering the captioned property, enclosed is **check number 009810** made payable to you in the amount of **\$4,156.43** for your share of the bonus consideration (*16.3800 net acres x \$250.00 per net acre plus the 1.5% processing fee of \$61.43*).

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

Amanda Torres
Lease Analyst
Extension 126

Received this _____ day of _____, 2010.

George Martin

9.

File No. MF 112594

Letter, bonus, + fee

Date Filed: 6/13/11
Jerry E. Patterson, Commissioner

By [Signature]

0.13.11