

MF112596

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF112596	56-030239		GLASSCOCK

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

*Leasing:* [Signature]  
*Analyst:* [Signature]  
*Maps:* [Signature]  
*GIS:* ZG  
*DocuShare:* \_\_\_\_\_

<i>Survey</i>	HIGHWAYS & PUBLIC TRANSPORTATION DE	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>	HIGHWAY RIGHT-OF-WAY	
<i>Acres</i>	3.13	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
<i>Name</i>	PIONEER NATURAL RESOURCES USA	
<i>Lease Date</i>	5/3/2011	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$635.39	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	



**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!



CONTENTS OF FILE NO. MF- 112596

- 1. Lease 3/23/11
- 2. Mineral Owners 3/23/11
- 3. GHO Memo 3/23/11
- 4. Letter, bonus, + fee 3/23/11
- 5. Deed 3/23/11
- 6. Plat 3/23/11
- 7. Affidavit ~~4/8/11~~
- 8. Letters + list 4/8/11
- 9. Lease Purchase report 4/8/11
- 10. Memos of lease 4/8/11
- 11. GHO letter 5/5/11

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scanned MC 3-19-13  
EXPIRED LEASE 8-25-15

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scanned PT 10-12-15

# The State of Texas

HROW Lease  
Revised 8/06



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 112596)  
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 **Pioneer Natural Resources USA, Inc.**, whose address is **303 West Wall, Suite 101, Midland, TX 79701** hereinafter called "Lessee".

1. Lessor, in consideration of **Six Hundred Thirty Five 39/100 (\$ 635.39)** 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:

**3.13** 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 **3.13** 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 **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 10.00 per acre**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

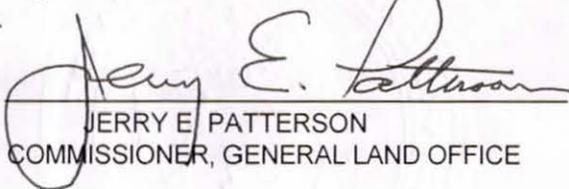
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

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

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

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

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

  
JERRY E. PATTERSON  
COMMISSIONER, GENERAL LAND OFFICE

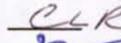
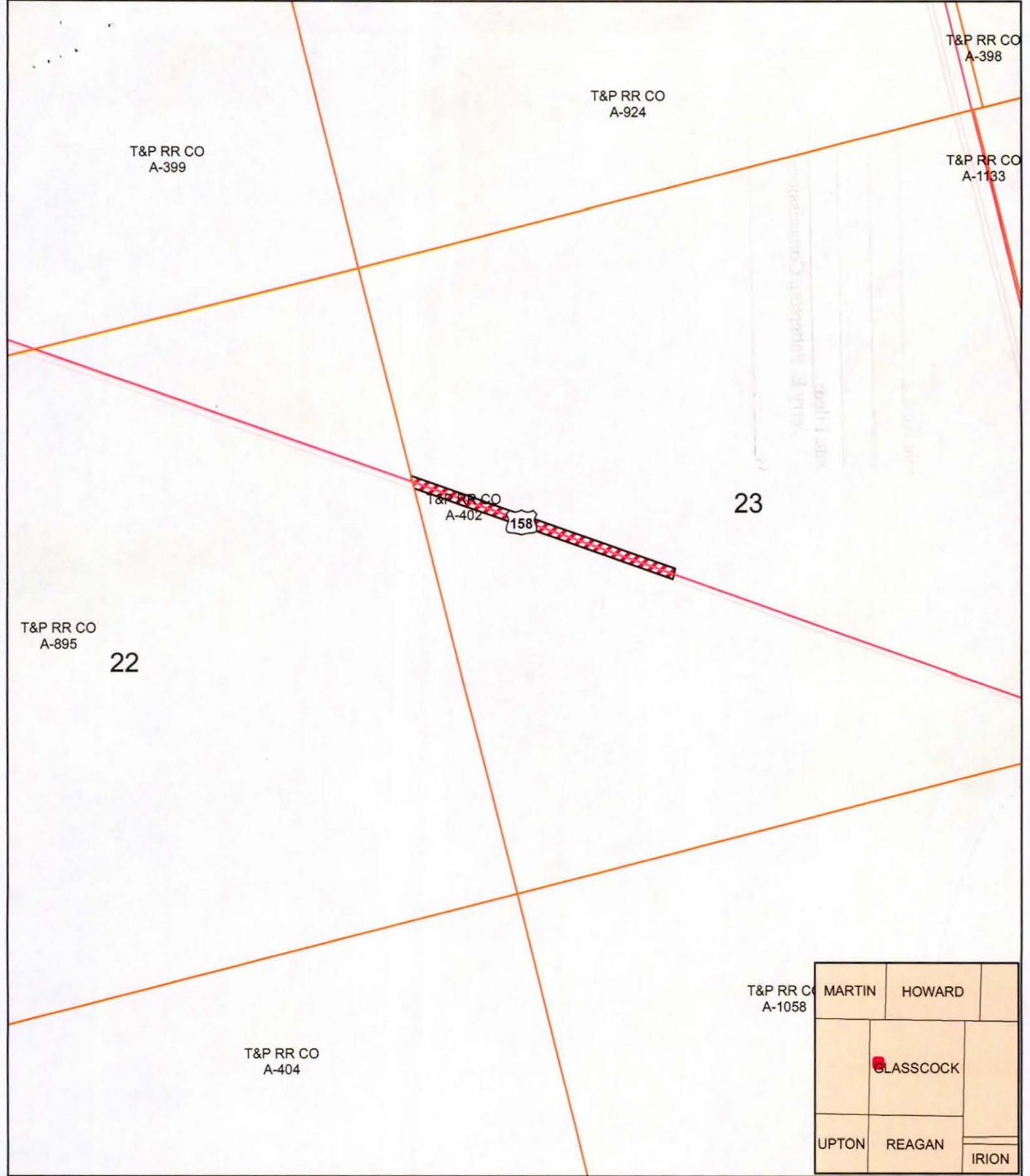
Approved:  
ML:   
DC:   
CC: 

Exhibit "A"

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 Pioneer Natural Resources-USA, Inc. as lessee, covering acreage to be leased in Glasscock County, Texas, along SH-158.

3.13 acres of land, more or less, situated in NW/4 of Section 23, Block 36, T-3S of the T&P RR Co. Survey. Said lands being described in the following deed filed in the Deeds of Record, Glasscock County.

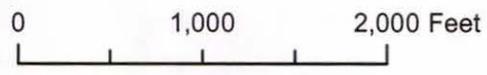
Deed from Mrs. Alma Weyman and A. C. Weyman to the County of Glasscock, State of Texas dated: 12/19/1938 and recorded in Glasscock County, Texas



A Map showing a Buffer  
of State Hwy 158  
3.13 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.



T&P RR CO A-1058	MARTIN	HOWARD	
	GLASSCOCK		
	UPTON	REAGAN	IRION



Map Compiled by  
Zeke Guillen  
IS/BAS/GIS

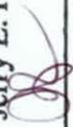
1.

File No. MF 112596

Lease

Date Filed: 3/23/11

Jerry E. Patterson, Commissioner

By 

NAMES ADDRESSES OF ADJACENT MINERAL OWNERS

1: Roberta Weyman, Individually and as Representative of the Estate William  
Robert Weyman

814 Granby

Aurora, CO 80011

2: Edward B. Weyman

27 Saddle Club Drive

Midland, TX 79705

2.

File No. MF112596

Mineral Owners

Date Filed: 3/33/11

Jerry E. Patterson, Commissioner

By JEP





# MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

## HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF \_\_\_\_\_

LESSEE Pioneer Natural Resources USA Inc.

Address \_\_\_\_\_

BONUS PER ACRE \$203<sup>00</sup> (Check for affidavit of consideration paid.)

TOTAL CONSIDERATION \$635<sup>39</sup> PAID?  Yes  No WHEN? 3/23/11

ROYALTY 1/4 TERM 1 year

DATE OF LEASE 5/3/11

SHUT IN ROYALTY PER ACRE \$10<sup>00</sup> TOTAL ACRES 3.13

COUNTY Glasscock

ROAD NAME SH-158

FULL DESCRIPTION [Abstract, Block, Township, Section]  
NW/4 of Section 23, Block 36, T-35, T & P RyCo. 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. See letter

- Clip all adjoining leases together.
- Clip all deeds together.
- Give to Beverly to generate lease and docket.

File No. MF 112596  
JLO memo  
 Date Filed: 3/23/11  
 Jerry E. Patterson, Commissioner  
 By: [Signature]

letter  
 2/23/11

found 2 copies of BT test results for WMM

00

Amount  
 821-412

11/10/11

11/23/11

1/24

1/24

11/23/11

11/23/11

11/23/11

Choate Company Inc.

Texas General Land Office  
560 · Recording Fees

3.13 acres 1.5% sales tax  
Weyman 23A #1

3/18/2011

11807

+ 635.39

11707622

ASB-CCI Operating 90315

11.03.2

635.39

Choate Company Inc.

11812

Texas General Land Office  
560 · Recording Fees

3/19/2011

3.13 acres Filing Fee  
Weyman 23A #1

~~25.00~~

121

11707620

ASB-CCI Operating 90315

11.03.2

25.00

Choate Company Inc.

11808

General Land Office  
560 · Recording Fees

3/18/2011

Processing Fee-3.13 acres  
Weyman 23A #1

~~100.00~~  
121  
11707621

ASB-CCI Operating 90315

71.23.2

100.00



**CHOATE COMPANY, INC.**  
Professional Land Services

405 N Marienfeld St, Ste 200., Midland, TX 79701  
PO Box 80190, Midland, TX 79708-0190  
Tel: 432-687-5977, 800-588-5551, Fax: 432-687-5982  
Web: [www.choateco.net](http://www.choateco.net) Email: [dmorris@choateco.net](mailto:dmorris@choateco.net)

March 18, 2011

Texas General Land Office  
Attn: Drew Reid  
1700 N. Congress Ave. Suite 600  
Austin, TX 78701-1495

Re: A certain tract of land or parcel of land situated in the County of Glasscock, State of Texas, and being a part of the T&P Ry. Co. Survey, Sections Nos. 15, 22, 23, and 25, Township 3-South, and shown in the Deed Records of Glasscock County, as shown in the following table;

1-Sec. 15, T&P Ry., Pat.552, Abst. 101, Abstract 399, 640 acres, Conveyed by S. Brunson, To A.C. Weymen, Date of Deed 5-20-37, Vol.46, Page 503;

2-Sec. 22, D.V. McGee, Pat. 88, Vol. 20A, Abstract 895, 650.2 acres, Conveyed by G. Brunson, to A.C. Weymen, 4-29-36, Vol 45, Page 379;

3-Sec. 23, T&P Ry., Pat. 556, Vol. 101, Abstract 40E, 640 acres, Conveyed by G. Brunson, to A.C. Weyman, Vol 46, Page 379;

4-Sec 26, Fox Striplin, Pat. 89, Vol. 20A. Abstract 1058, Conveyed by G. Brunson, to A.C. Weymen, Vol 46, Page 379.

THE said tracts of land herein described being subject to lien or liens held by Federal Land Bank of Houston and Land Bank Commissioner and y Stanton Brunson and being more fully described as follows:

A strip of land 120 feet wide, measured 60 feet each side of the located center line of State Highway No. 158 as shown on the Right-of-Way map of Highway 158 filed with the County Records of Glasscock County; said center line being located as follows:

BEGINNING at survey station 1094 plus 24 on the located center line of Highway 158, a point in the West boundary line of the said Section 15, said point being 1430 feet (more or less) measured North along said boundary line from the southwest corner of the said Sec. 16;

THENCE S. 71 degrees 30 , minutes E. for a distance of 12,616 feet to Sta. 1220 plus 39, a point in the west right-of-way line of the present traveled Midland-Garden City road. Said point being 252 measured south along said right-of-way form its intersection with the North Boundary line of Sec. 26.

The tract of land herein conveyed consists of 8.005 acres out of Sec. Fifteen, 9,294 acres out of Sec. Twenty-Two, 16,195 acres out of Sec. Twenty-Three, 1,256, acres out of Sec. Twenty-Six, and contains a total of 34.752 acres.

Dear Mr. Reid,

For your review, please find the required completed documents to lease the State of Texas in the above described lands in favor of Pioneer Natural Resources USA Inc. It is our understanding that the affidavit of consideration will not be filed in the county that the lands are situated. We understand that the Affidavit of Non-Production is no longer a requirement. Also enclosed is a check payable to the State of Texas covering the lease bonus, the \$100.00 processing fee, and the filing fee (\$25.00)for this lease.

Specifically, we are seeking to lease a 3.13acre tract in the NW4 of Section 23, Block 36, T-3-S, T&P Ry. RR Co., Glasscock County, Texas

Please let us know if you have any questions. Thank you for your assistance.

Respectfully,

Dennis Morris  
Landman

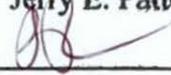
4.

File No. MF 112596

Letter, bonus + fee

Date Filed: 3/23/11

Jerry E. Patterson, Commissioner

By 

Attests (CORP. SEAL) AETNA LIFE INSURANCE COMPANY,  
 A.J. Moody By Murray Waters  
 Asst. Secretary. Vice-President.

THE STATE OF CONNECTICUT,  
 COUNTY OF HARTFORD.

Before me, the undersigned authority on this day personally appeared Murray Waters, Vice-President of the Aetna Life Insurance Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Aetna Life Insurance Company.

Given under my hand and seal of office on this the 3rd day of December, A.D. 1938.

(SEAL)

R.A. Wilson

My Commission Expires Jan. 31, 1939.

Notary Public, Hartford County, Connecticut.

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

Recorded Feb. 14th, 1939 at 9:45 o'clock A.M.

*R.A. Wilson*  
 County Clerk, Glasscock County, Texas.

(FILE # 3489)

STATE HIGHWAY DEPARTMENT OF TEXAS  
 RIGHT-OF-WAY DEED

STATE OF TEXAS  
 COUNTY OF GLASSCOCK

KNOW ALL MEN BY THESE PRESENTS:

THAT We, Mrs. Alma Weyman and husband A.C. Weyman of the County of Midland in the State of Texas, for and in consideration of the sum of Seventeen hundred twenty-two and 79/100 DOLLARS, to us in hand paid by the State of Texas, acting through the State Highway Commission receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas all that certain tract or parcel of land situated in the County of Glasscock, State of Texas, and being a part of the T. & F. Ry. Co. Survey, Sections Nos. 15, 22, 23 and 26, in Block 35, Township 3-South, and shown in the Deed Records of Glasscock County as shown in the following table:

Sec.	Original Grantee	Pat.	Vol.	Abst.	Acres.	Conveyed By	Conveyed To	Date of Deed	Vol.	Page
15	T. & F. Ry.	532	101	399	640	S. Brunson	A.C. Weyman	5-20-37	46	503
22	D. V. McGee	88	204	898	650.2	G. Brunson	A.C. Weyman	4-29-36	45	379
23	T. & F. Ry.	555	101	402	640	G. Brunson	A.C. Weyman	4-29-36	45	379
26	Fox Striplin	89	204	1058	649	G. Brunson	A.C. Weyman	4-29-36	45	379

THE said tracts of land herein described being subject to lien or liens held by Federal Land Bank of Houston and Land Bank Commissioner and by Stanton Brunson and being more fully described as follows:

A strip of land 120 feet wide, measured 60 feet each side of the located center line of State Highway No. 158 as shown on the Right-of-Way map of Highway 158 filed with the County Records of Glasscock County; said center line being located as follows:

BEGINNING at survey station 1094 plus 24 on the located center line of Highway 158, a point in the West boundary line of the said Section 15, said point being 1430 feet (more or less) measured North along said boundary line from the southwest corner of the said Sec. 15;

THENCE S. 71 degrees 30 minutes E. for a distance of 12,515 feet to Sta. 1230 plus 39, a point in the west right-of-way line of the present traveled Midland-Warden City road. Said point being 252 feet measured south along said right-of-way line from its intersection with the North boundary line of Sec. 26.

STICK

The tract of land herein conveyed consists of 8.005 acres out of Sec. Fifteen, 9.294 acres out of Sec. Twenty-Two, 16.195 acres out of Sec. Twenty-Three, 1.256 acres out of Sec. Twenty-Six, and contains a total of 34.752 acres.

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

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

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

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

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

A.C.Weyman  
Mrs. Alma Weyman

STATE OF TEXAS, }  
COUNTY OF GLASSCOCK }

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

Given under my hand and seal of office, this the 19 day of Sept. A.D. 1938.

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

STATE OF TEXAS }  
COUNTY OF GLASSCOCK }

Before me, the undersigned authority in and for said county and State, on this day personally appeared Alma Weyman, wife of A.C. Weyman, 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 Alma Weyman acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 19 day of Sept. A.D. 1938.

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

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

Recorded Feb. 14th, 1939 at 10:30 o'clock A.M.

*J.B. Crouch*  
County Clerk, Glasscock County, Texas.

(FILE # 3500)

RIGHT-OF-WAY LIEN RELEASE

STATE OF TEXAS }  
COUNTY OF GLASSCOCK }

WHEREAS, by deed dated the 20 day of May, 1937, and recorded in the office of the

5.

File No. MF112596

Deed

Date Filed: 3/23/11

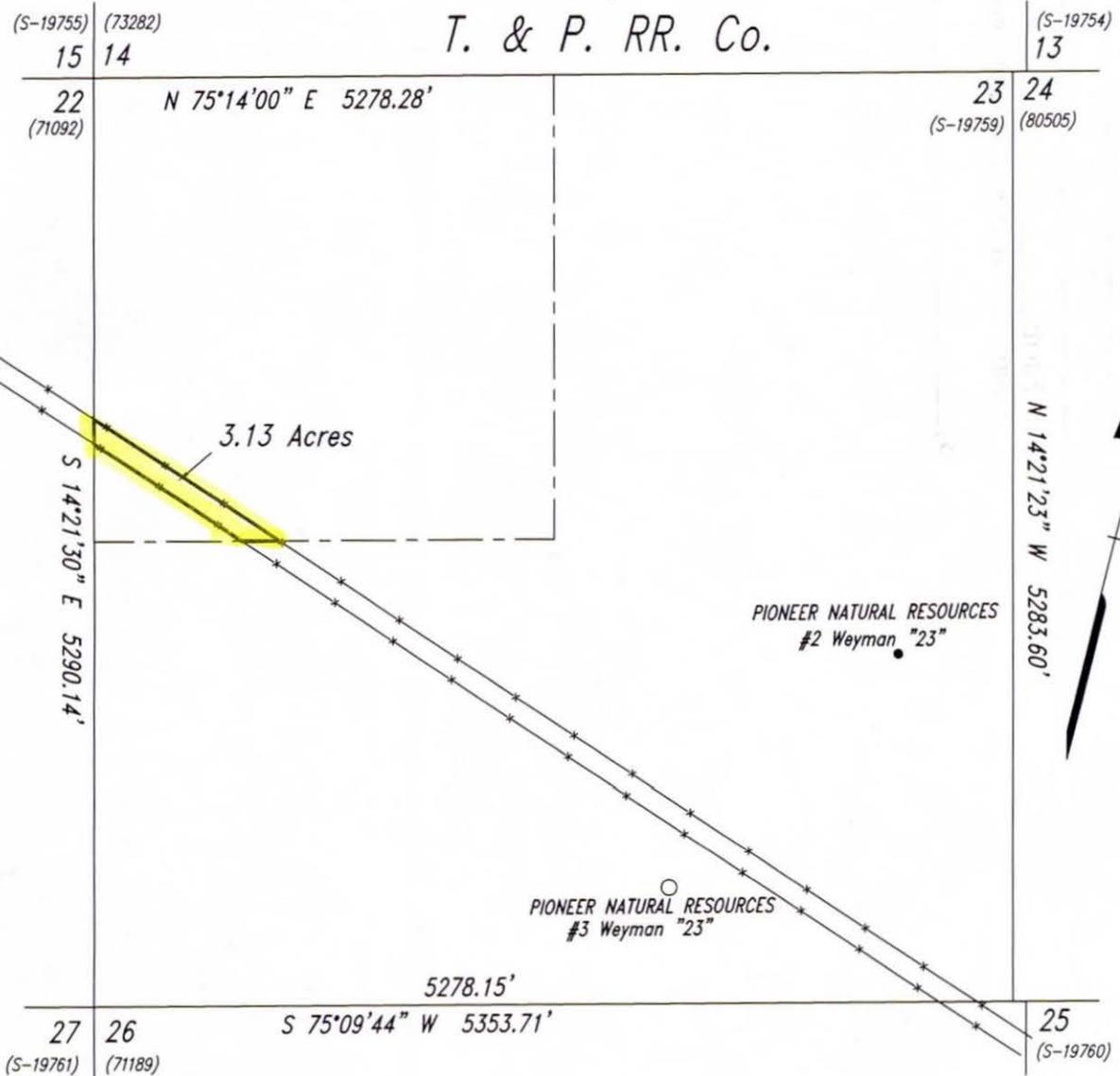
Jerry E. Patterson, Commissioner

By [Signature]

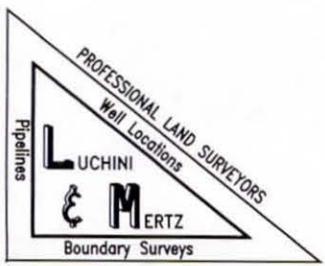
040437

Weyman 23A#1 (40515)

Block 36, T-3-S  
T. & P. RR. Co.



Note: Survey Reconstruction filed in the Office of Luchini and Mertz Land Surveying Company.  
 Note: All bearings and coordinates shown are based on the Texas Coordinate System of 1927, Central Zone.  
 A combined grid factor of 0.999877537 must be divided into Section Line distances to obtain a true horizontal distance.  
 Note: Example: (S-99999) indicates General Land Office file number.



February 1, 2011  
110201DH1

Plat  
 PIONEER NATURAL RESOURCES USA, Inc.  
 3.13 Acres  
 out of the NW/4 of  
 Section 23, Block 36, T-3-S  
 T. & P. RR. Co.  
 Glasscock County, Texas  
 Scale: 1" = 1000'

6.

File No. MF 112596

Blat

Date Filed: 3/23/11

Jerry E. Patterson, Commissioner

By [Signature]

20110323

AFFIDAVIT OF CONSIDERATION PAID

STATE OF TEXAS                   §  
  §  
COUNTY OF GLASSCOCK       §

BEFORE ME, the undersigned authority, on this day personally appeared Wade Choate, of lawful age, who being by me first duly sworn, on oath deposes and says to-wit:

That I have personal knowledge and am familiar with the lands and leases described:

Re: A certain tract of land or parcel of land situated in the County of Glasscock, State of Texas, and being a part of the T&P Ry. Co. Survey, Sections Nos. 15, 22, 23, and 25, Township 3-South, and shown in the Deed Records of Glasscock County, as shown in the following table;

1-Sec. 15, T&P Ry., Pat.552, Abst. 101, Abstract 399, 640 acres, Conveyed by S. Brunson, To A.C. Weymen, Date of Deed 5-20-37, Vol.46, Page 503;

2-Sec. 22, D.V. McGee, Pat. 88, Vol. 20A, Abstract 895, 650.2 acres, Conveyed by G. Brunson, to A.C. Weymen, 4-29-36, Vol 45, Page 379;

3-Sec. 23, T&P Ry., Pat. 556, Vol. 101, Abstract 40E, 640 acres, Conveyed by G. Brunson, to A.C. Weyman, Vol 46, Page 379;

4-Sec 26, Fox Striplin, Pat. 89, Vol. 20A. Abstract 1058, Conveyed by G. Brunson, to A.C. Weymen, Vol 46, Page 379.

THE said tracts of land herein described being subject to lien or liens held by Federal Land Bank of Houston and Land Bank Commissioner and y Stanton Brunson and being more fully described as follows:

A strip of land 120 feet wide, measured 60 feet each side of the located center line of State Highway No. 158 as shown on the Right-of-Way map of Highway

AFFIDAVIT OF CONSIDERATION PAID

STATE OF TEXAS                   §  
  §  
COUNTY OF GLASSCOCK       §

BEFORE ME, the undersigned authority, on this day personally appeared Wade Choate, of lawful age, who being by me first duly sworn, on oath deposes and says to-wit:

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BEGINNING at survey station 1094 plus 24 on the located center line of Highway 158, a point in the West boundary line of the said Section 15, said point being 1430 feet (more or less) measured North along said boundary line from the southwest corner of the said Sec. 16;

THENCE S. 71 degrees 30 , minutes E. for a distance of 12,616 feet to Sta. 1220 plus 39, a point in the west right-of-way line of the present traveled Midland-Garden City road. Said point being 252 measured south along said right-of-way form its intersection with the North Boundary line of Sec. 26.

The tract of land herein conveyed consists of 8.005 acres out of Sec. Fifteen, 9,294 acres out of Sec. Twenty-Two, 16,195 acres out of Sec. Twenty-Three, 1,256, acres out of Sec. Twenty-Six, and contains a total of 34.752 acres.

Pioneer Natural Resources USA, Inc. is specifically seeking to lease a 3.13 acres tract out of the Southwest Quarter of the Northwest Quarter of Section 23, Block 36, T-3-S, T&P Ry. RR Co., Glasscock County, Texas, described in a State Highway Department of Texas Right-Of-Way Deed, recorded in Glasscock County Records, dated September 19, 1938

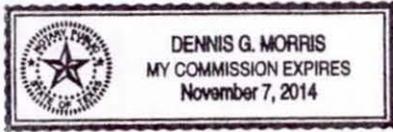
I hereby affirm, attest and confirm that the lease bonuses of leases taken by Pioneer Natural Resources USA, Inc. during the period of January 14, 1974 to present on said captioned land, do not exceed \$200.00 per acre and that the royalty on those leases does not exceed ¼.

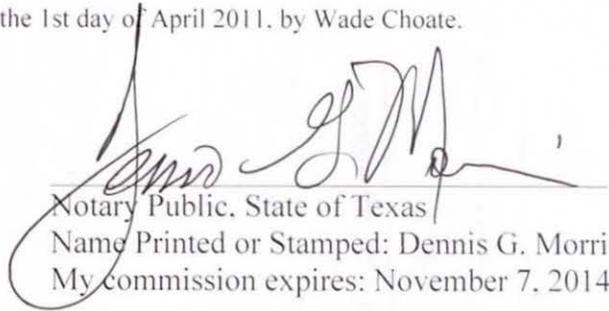
Date: 4-1-11 Affiant: [Signature]

**ACKNOWLEDGMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF ~~UPTON~~ MIDLAND   §

The instrument was acknowledged before me on the 1st day of April 2011, by Wade Choate.



  
Notary Public, State of Texas  
Name Printed or Stamped: Dennis G. Morris  
My commission expires: November 7, 2014

**JURAT**

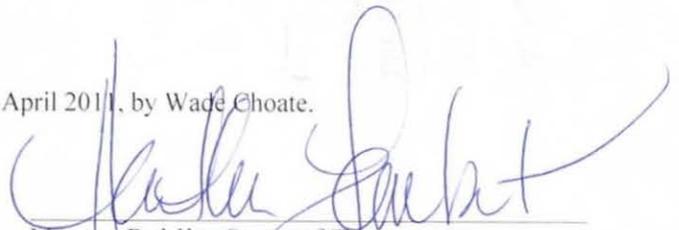
THE STATE OF TEXAS

§  
§  
§

COUNTY OF MIDLAND

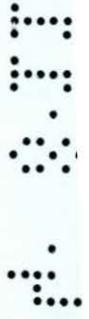
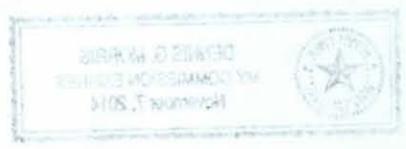
Subscribed and sworn before me on this 1st day of April 2011, by Wade Choate.



  
Notary Public, State of Texas  
Name Printed or Stamped: Heather Lambert  
My commission expires: July 28, 2013

7.

File No. MF 112596  
Alfred [Signature]  
Date Filed: 4/8/11  
Jerry E. Patterson, Commissioner  
By: [Signature]





405 N Marienfeld St, Ste 200., Midland, TX 79701  
PO Box 80190, Midland, TX 79708-0190  
Tel: 432-687-5977, 800-588-5551, Fax: 432-687-5982  
Web: [www.choateco.net](http://www.choateco.net) Email: [dmorris@choateco.net](mailto:dmorris@choateco.net)

March 18, 2011

Texas General Land Office  
Attn: George Martin  
1700 N. Congress Ave. Suite 600  
Austin, TX 78701-1495

Dear Mr. Martin,

For your review, please find the required completed documents to lease the State of Texas in the above described lands in favor of Pioneer Natural Resources USA Inc. It is our understanding that the affidavit of consideration will not be filed in the county that the lands are situated. We understand that the Affidavit of Non-Production is no longer a requirement. Also enclosed is a check payable to the State of Texas covering the lease bonus, the \$100.00 processing fee, and the filing fee (\$25.00) for this lease.

Specifically, Pioneer Natural Resources USA, Inc. is seeking to lease a 3.13 acres tract out of the Southwest Quarter of the Northwest Quarter of Section 23, Block 36, T-3-S, T&P Ry. RR Co., Glasscock County, Texas, described in a State Highway Department of Texas Right-Of-Way Deed, recorded in Glasscock County Records, dated September 19, 1938

Please let us know if you have any questions. Thank you for your assistance. I have attached the required documents as per GLO guidelines.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dennis Morris', is written over the typed name.

Dennis Morris



405 N Marienfeld St, Ste 200., Midland, TX 79701  
PO Box 80190, Midland, TX 79708-0190  
Tel: 432-687-5977, 800-588-5551, Fax: 432-687-5982  
Web: [www.choateco.net](http://www.choateco.net) Email: [dmorris@choateco.net](mailto:dmorris@choateco.net)

March 31, 2011

Texas General Land Office  
Attn: George Martin  
1700 N. Congress Ave., Suite 600  
Austin, TX 78701-1495

Re: Leasing a Highway ROW for Pioneer Natural Resources USA, Inc.

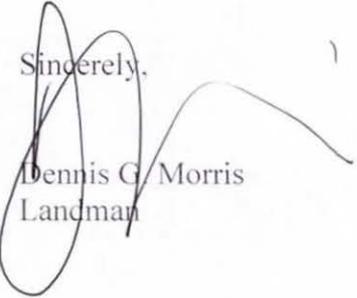
Dear Mr. Martin:

Please find enclosed the corrected packet, as per our discussion on the telephone. I appreciate your help in returning the first packet, that needed to be modified.

We have already paid the fees, bonus, recording fees, etc. by the GLO.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

  
Dennis G. Morris  
Landman

File No. \_\_\_\_\_

\_\_\_\_\_

Date Filed: \_\_\_\_\_

Jerry E. Patterson, Commissioner

By \_\_\_\_\_



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

### Highway-Right-of-Way Check List

- Applicants Cover Letter and Plat
- Names and Addresses of Adjacent Mineral Owners
- \$100 Processing Fee
- N/A Written Waiver of Statutory Notice (Only if applicant is not controlling the minerals adjacent to the road.)
- Certified Copy/Copies of Adjacent Lease/Leases
- Notarized Affidavit of Consideration Paid
- Copies of Highway Deeds
- N/A Is the Right-of-Way on Relinquishment Act Land

For further questions or concerns, please contact:  
Drew Reid  
Texas General Land Office  
1700 N. Congress Ave., Suite 600  
Austin, TX 78701  
(512) 475-1534  
drew.reid@glo.state.tx.us

8,

File No. MF 112596

Letters & List

Date Filed: 4/8/11  
Jerry E. Patterson, Commissioner

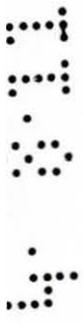
By [Signature]

2011

## LEASE PURCHASE REPORT

Field Reference Weyman 23A#1	County Glasscock	State Texas	Lease	Extension	Option
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lessor State of Texas SS. # Lessee Pioneer Natural Resources USA, Inc.		Lessor's Address & Phone Number Texas General Land Office Attn: Drew Reid 1700 N. Congress Ave., Suite 600 Austin, TX 78701 (512) 475-1534			
Lease Date 2/14/2011	Effective Date 2/14/2011	Term 3 years	Expiration Date 2/14/2014		
Lessor's Mineral Interest	Gross Acres 34.752	Net Acres 3.13	Bonus Per Acre \$200	Total Processing Fee \$100.00	
Method of Payment CHECK	Amount of Draft/Check \$100.00	Draft Due	Commission		
Lease Royalty	Overriding Royalty	NRI Delivered	Production Payment yes <sup>1</sup> no <sup>1</sup>		
Assignor				Assignment Eff. Date	
Lease Recording Data			Assignment Recording Data		
Reassignment _____ day notice	AMI yes <sup>1</sup> no <sup>1</sup>	SI yes <sup>1</sup> no <sup>1</sup>	SI Amount Per Acre yes <sup>1</sup> no <sup>1</sup>	Depth Limitation yes <sup>1</sup> no <sup>1</sup>	
Continuous Devel. yes <sup>1</sup> no <sup>1</sup>	Pooling yes <sup>1</sup> no <sup>1</sup>	Pugh Clause yes <sup>1</sup> no <sup>1</sup>	Unit yes <sup>1</sup> no <sup>1</sup>	Operating Agrmt. yes <sup>1</sup> no <sup>1</sup>	
Rental Date	Rental Per Acre	Total Rental	Rental Paid to (Depository, Lessor, Other)		
Brief Description of Land Covered By Lease (Attach Plat)					
<p>3.13 acres tract out of the Southwest Quarter of the Northwest Quarter of Section 23, Block 36, T-3-S, T&amp;P Ry. RR Co., Glasscock County, Texas, described in a State Highway Department of Texas Right-Of-Way Deed, recorded in Glasscock County Records, dated September 19, 1938</p>					
Occupancy of Land (Name/Address Surface Owner and/or Tenant)					
<p>Roberta Weyman, Individually and as Representative of the Estate of William Robert Weyman (Surface Owner) 814 Granby Aurora, CO, 80011</p> <p>Edward B. Weyman (Surface Owner) 27 Saddle Club Drive Midland, TX 79705</p>					
Special Provisions/Remarks (Show any unusual lease provisions, depths restrictions, obligation, continuous development program, contracts lease or assignment subject to, executive rights, prod. payments and other explanations.)					
<p>This is a HROW Lease from the State of Texas General Land Office. In addition to the \$719.90 (this amount includes the \$200.00 per net mineral acre bonus plus the State's 1.5% sales tax), there is a requirement for a separate check in the amount of \$100 (processing fee).</p>					
Broker & Address					
CHOATE COMPANY, INC., P.O. DRAWER 80190, MIDLAND, TEXAS 79708-0190					

Method of Title Examination	Abstracts Available yes <sup>1</sup> no <sup>1</sup>	Where
Approved/Mgr. Land Dept.	Date	



130  
 10/10/1980  
 10/10/1980  
 10/10/1980

9.

File No. MF 112596

lease purchase report

Date Filed: 4/8/11

Jerry E. Patterson, Commissioner

By [Signature]

4. 0.11

# 495

MEMORANDUM OF OIL & GAS LEASE

State of Texas }

County of Glasscock }

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

BE IT REMEMBERED that on this 6th day of February, 2007, an Oil, Gas & Mineral Lease was made and entered into by and between Roberta Weyman, Individually and as personal representative of the Estate of William Roberta Weyman whose address is 814 Granby, Aurora, Colorado 80011, as Lessor and Pioneer Natural Resources USA, Inc. whose address is 303 West Wall, Suite 101, Midland, Texas 79701, as Lessee, have entered into that certain Oil, Gas & Mineral Lease covering all of those certain lands in Glasscock County, Texas described as follows, to wit:

East-half (E/2) of Section 22, Northeast-Quarter (NE/4) of Section 15, Southwest-Quarter (SW/4) of Section 14, and Northwest-Quarter (NW/4) of Section 23, Block 36, T-3-S, T&P Ry. Co. Survey, containing 807.65 acres more or less

FOR a primary term of thirty months (30), commencing the 6th day of February, 2007, subject to all the terms, conditions and provisions as set out therein which are incorporated herein by reference.

THIS Memorandum is given to place every person on notice of the existence of the Oil, Gas & Mineral Lease, and all of the terms, provisions and conditions contained therein, and is given in lieu of filing the original for record in the county in which said land is located.

EXECUTED the day and year set forth in respective acknowledgements of the parties hereto but EFFECTIVE the day and year first set forth hereinabove, without warranties of title either expressed or implied.

Lessor:

*Roberta Weyman*

Roberta Weyman, Individually and as personal representative of the Estate of William Roberta Weyman

**ACKNOWLEDGEMENT**

STATE OF Colorado §

COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 8<sup>th</sup> day of February, 2007, by Roberta Weyman, in the capacities therein stated.

*Chad Murray*  
Notary Public, State of Colorado

*Chad Murray*  
Print Notary Name

My Commission Expires: 2/10/2010



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

BOOK 100 PAGE 663

**FILED**

AT 10:22 O'CLOCK A M  
ON THE 23 DAY OF March  
A.D., 2007  
INS. NO. 495

**STATE OF TEXAS  
COUNTY OF GLASSCOCK**

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

Rebecca Batla

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS



Rebecca Batla

County Clerk, Glasscock County, Texas

**OFFICIAL PUBLIC RECORDS**

VOL. 100 PAGE 662

RECORDED March 23, 2007

BY Suzie Phillips DEPUTY



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

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OPR Records of my office, found in VOL 100 PAGE 662

I hereby certified on 4 March 2011



REBECCA BATLA, COUNTY & DISTRICT CLERK  
GLASSCOCK COUNTY, TEXAS

BY Rebecca Batla DEPUTY

#1657

EXTENSION OF OIL AND GAS LEASE

STATE OF TEXAS )  
COUNTY OF GLASSCOCK )

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, a certain Oil and Gas Lease ("Lease") was made and entered into on the 6th day of February, 2007, by and between Roberta Weyman, Individually and as personal representative of the Estate of William Roberta Weyman, as Lessor, and Pioneer Natural Resources USA, Inc., as Lessee, a Memorandum of said Oil and Gas Lease being recorded in the records of Glasscock County, State of Texas, in Volume 100, Page 662 and covering the following lands more fully described as follows to wit:

East-Half (E/2) of Section 22, Northeast-Quarter (NE/4) of Section 15, Southwest-Quarter (SW/4) of Section 14, and Northwest-Quarter (NW/4) of Section 23, Block 36, T-3-S, T&P Ry. Co. Survey, containing 807.65 acres more or less

reference to said Lease of record thereof being here made for all purposes; and

WHEREAS, the undersigned is the owner of the oil and gas and other substances in and under said lands subject to the Lease; and

AND WHEREAS, it is the desire of the parties hereto that the primary term of said Lease be extended;

NOW THEREFORE; for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees that said Oil and Gas Lease insofar as it covers the above described lands is hereby amended as follows:

That the primary term stipulated in said Oil and Gas Lease is hereby changed from thirty (30) months to forty-two (42) months (primary term ending August 6, 2010) from the effective date of said Lease.

To effectuate the purpose and intent of the parties hereto, the undersigned does hereby grant lease and let unto Pioneer Natural Resources USA, Inc. all the oil and gas in, on and under said lands for and during the term of said Lease as herein extended and subject to the provisions thereof. Except as herein changed, the provisions of said Lease and any recorded amendment thereto shall remain in full force and effect, and are hereby ratified, adopted and confirmed the same as if incorporated herein.

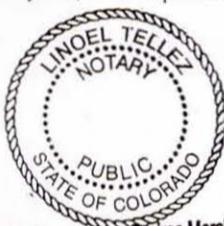
IN WITNESS WHEREOF this instrument is executed on this the June 8 day of \_\_\_\_\_, 2009.

Roberta Weyman  
Roberta Weyman, Individually and as personal representative of the Estate of William Roberta Weyman

ACKNOWLEDGEMENT

STATE OF Colorado )  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 08 day of June, 2009, by Roberta Weyman, in the capacities therein stated.



[Signature]  
Notary Public in and for the State of Colorado

FILED

AT 10:00 O'CLOCK A. M.  
ON THE 29 DAY OF July  
A.D., 2009  
INS. NO. 1657

STATE OF TEXAS  
COUNTY OF GLASSCOCK

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



Rebecca Batla  
County Clerk, Glasscock County, Texas

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

OFFICIAL PUBLIC RECORDS  
VOL. 134 PAGE 266  
RECORDED July 29, 2009

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OPR Records of my office, found in VOL. 134, PAGE 266.



I hereby certified on 4 March 2011  
REBECCA BATLA, COUNTY & DISTRICT CLERK  
GLASSCOCK COUNTY, TEXAS  
BY Rebecca Batla DEPUTY



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

# 494

MEMORANDUM OF OIL & GAS LEASE

State of Texas }  
County of Glasscock }

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

BE IT REMEMBERED that on this 6th day of February, 2007, an Oil, Gas & Mineral Lease was made and entered into by and between Edward B. Weyman, whose address is 27 Saddle Club Drive, Midland, Texas 79705, as Lessor and Pioneer Natural Resources USA, Inc. whose address is 303 West Wall, Suite 101, Midland, Texas 79701, as Lessee, have entered into that certain Oil, Gas & Mineral Lease covering all of those certain lands in Glasscock County, Texas described as follows, to wit:

East-half (E/2) of Section 22, Northeast-Quarter (NE/4) of Section 15, Southwest-Quarter (SW/4) of Section 14, and Northwest-Quarter (NW/4) of Section 23, Block 36, T-3-S, T&P Ry. Co. Survey, containing 807.65 acres more or less

FOR a primary term of thirty months (30), commencing the 6th day of February, 2007, subject to all the terms, conditions and provisions as set out therein which are incorporated herein by reference.

THIS Memorandum is given to place every person on notice of the existence of the Oil, Gas & Mineral Lease, and all of the terms, provisions and conditions contained therein, and is given in lieu of filing the original for record in the county in which said land is located.

EXECUTED the day and year set forth in respective acknowledgements of the parties hereto but EFFECTIVE the day and year first set forth hereinabove, without warranties of title either expressed or implied.

Lessor:

  
Edward B. Weyman

**ACKNOWLEDGEMENT**

STATE OF Texas §

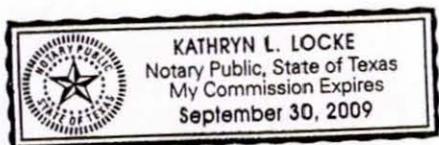
COUNTY OF Midland §

This instrument was acknowledged before me on the 7th day of February, 2007, by Edward B. Weyman, in the capacities therein stated.

Kathryn J. Locke  
Notary Public, State of TEXAS

Kathryn L. Locke  
Print Notary Name

My Commission Expires: 9-30-09



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

BOOK 6100 PAGE 661

**FILED**

AT 10:00 O'CLOCK A M  
ON THE 23 DAY OF March  
A.D., 2007  
INS. NO. 494

**STATE OF TEXAS  
COUNTY OF GLASSCOCK**

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



*Rebecca Batla*

County Clerk, Glasscock County, Texas

*Rebecca Batla*

COUNTY CLERK, GLASSCOCK COUNTY, TEXAS

**OFFICIAL PUBLIC RECORDS**

VOL. 100 PAGE 660

RECORDED March 23, 2007

BY *Angie Hedges*

DEPUTY



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

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OFF Records of my office, found in VOL. 100, PAGE 660.

I hereby certified on 4 March 2011



REBECCA BATLA, COUNTY & DISTRICT CLERK  
GLASSCOCK COUNTY, TEXAS

BY *Rebecca Batla* DEPUTY

#1658

EXTENSION OF OIL AND GAS LEASE

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

THAT WHEREAS, a certain Oil and Gas Lease ("Lease") was made and entered into on the 6th day of February, 2007, by and between Edward B. Weyman, as Lessor, and Pioneer Natural Resources USA, Inc., as Lessee, said a Memorandum of said Oil and Gas Lease being recorded in the records of Glasscock County, State of Texas, in Volume 100, Page 660 and covering the following lands more fully described as follows to wit:

East-Half (E/2) of Section 22, Northeast-Quarter (NE/4) of Section 15, Southwest-Quarter (SW/4) of Section 14, and Northwest-Quarter (NW/4) of Section 23, Block 36, T-3-S, T&P Ry. Co. Survey, containing 807.65 acres more or less

reference to said Lease of record thereof being here made for all purposes; and

WHEREAS, the undersigned is the owner of the oil and gas and other substances in and under said lands subject to the Lease; and

AND WHEREAS, it is the desire of the parties hereto that the primary term of said Lease be extended;

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees that said Oil and Gas Lease insofar as it covers the above described lands is hereby amended as follows:

That the primary term stipulated in said Oil and Gas Lease is hereby changed from thirty (30) months to forty-two (42) months (primary term ending August 6, 2010) from the effective date of said Lease.

To effectuate the purpose and intent of the parties hereto, the undersigned does hereby grant lease and let unto Pioneer Natural Resources USA, Inc. all the oil and gas in, on and under said lands for and during the term of said Lease as herein extended and subject to the provisions thereof. Except as herein changed, the provisions of said Lease and any recorded amendment thereto shall remain in full force and effect, and are hereby ratified, adopted and confirmed the same as if incorporated herein.

IN WITNESS WHEREOF this instrument is executed on this the 5th day of June, 2009.

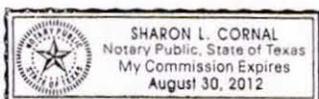
Edward B. Weyman
Edward B. Weyman

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF midland

The foregoing instrument was acknowledged before me this 5th day of June, 2009, by Edward B. Weyman, in the capacities therein stated.

Sharon L Cornal
Notary Public in and for the State of Texas



FILED

AT 10:00 O'CLOCK A.M.
ON THE 29 DAY OF July
A.D., 2009
INS. NO. 1658

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. 134 PAGE 267
RECORDED July 29, 2009

Rebecca Batla
COUNTY CLERK, GLASSCOCK COUNTY, TEXAS
BY Antoinette Jones DEPUTY

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the CPR Records of my office, found in VOL. 134 PAGE 267

I hereby certified on 4 March 2011



REBECCA BATLA, COUNTY & DISTRICT CLERK
GLASSCOCK COUNTY, TEXAS
BY Rebecca Batla DEPUTY



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

10.

File No. MF 112596

Memos of Lease

Date Filed: 9/8/11  
Jerry E. Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 5, 2011

Mr. Dennis Morris  
Choate Company, Inc.  
Agent for Pioneer Natural Resources USA, Inc.  
405 N. Marienfeld Street, Suite 200  
Midland, TX 79701

Dear Mr. Morris,

Re: State of Texas HROW Lease # MF 112596

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

11.

File No. MF 12596

Jerry E. Patterson

Date Filed: 5/5/11

Jerry E. Patterson, Commissioner

By [Signature]

102