

19-0011FC

FILED FOR RECORD  
SHELBY COUNTY, TEXAS

2019 JUN 10 PM 2:13

**NOTICE OF FORECLOSURE SALE**

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Notice is given that the Property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Foreclosure Sale and the applicable laws of the State of Texas.

**1. Date, Time and Place of Sale (the "Foreclosure Sale"):**

**Date:** The sale shall be held on Tuesday, July 2, 2019.

**Time:** The sale will begin at 1:00 p.m. prevailing Central Time and will be conducted within three hours thereafter.

**Place:** THE SALE SHALL BE HELD AT THE BASE OF THE COURTHOUSE STEPS ON THE EAST SIDE OF THE CARSON COUNTY COURTHOUSE, 501 MAIN ST, PANHANDLE, TEXAS 79068, OR AS DESIGNATED BY THE COUNTY COMMISSIONER OF CARSON COUNTY.

**Terms of Sale:** Because of the default in performance of the obligations secured by the Deed of Trust (as defined below), the Substitute Trustee (as defined below) will sell the property "AS IS" by public auction to the highest bidder for cash, except that Beneficiary's (as defined below) bid may be credited against the indebtedness secured by the lien of the Deed of Trust. The Property (as defined below) will be sold in bulk, in parcels or any combination thereof as the Substitute Trustee determines.

**2. Instrument to be Foreclosed:**

The security instrument to be foreclosed is the Deed of Trust, Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement effective June 4, 2018, by Matra Terra LLC, as trustor (the "**Grantor**"), to Terri LeCamp, as trustee (the "**Initial Trustee**"), for the benefit of Melody Business Finance, LLC, as administrative agent and beneficiary (the "**Beneficiary**"), and recorded as (i) instrument number 2018-00000558, Book OR, Volume 696, Page 383 in the official public records of Carson County, Texas; (ii) instrument number 0215808 in the official public records of Gray County, Texas; (iii) document number 00368041, Book OR, Volume 2046, Page 129 in the named records of Hutchinson County, Texas; (iv) document number 00001061, Book 2143, Page 97 in the official public records of Stephens County, Texas; (v) instrument number 1802535 in the

official public records of Montague County, Texas; and (vi) file number 2018001872 in the official public records of **Shelby County, Texas** (the "**Deed of Trust**").

**3. Obligations Secured:**

The indebtedness pursuant to that certain Amended and Restated Loan Agreement dated as of June 4, 2018, by and among Grantor, as borrower, Beneficiary, as the administrative agent and the various financial institutions from time to time party thereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") with a principal amount of not less than Four Million Dollars and Zero Cents (\$4,000,000.00), including all accrued and unpaid interest and all other amounts payable by the Grantor as described in the Loan Agreement, any other related documents and all modifications, renewals and extensions thereof. The Beneficiary is the current mortgagee of the Deed of Trust. The address of the Beneficiary is: Four Greenwich Street, First Floor, Greenwich, CT 06830.

**4. Property to Be Sold:**

The property to be sold is described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

**5. Name and Address of Substitute Trustee:**

The Beneficiary appointed and substituted JENNIFER HARDY, RYAN CICERO, MICHAEL VACCA or STEVEN DREIBELBIS (each, a "**Substitute Trustee**") as a trustee under the Deed of Trust by an Appointment of Substitute Trustee dated effective June 6, 2019. The Substitute Trustee is vested with and succeed to all the powers and duties given to the Initial Trustee.

The address of the Substitute Trustee is: 600 Travis Street, Suite 2100, Houston, Texas 77002.

**6. Additional Provisions:**

Default has occurred in the performance of the obligations under the Loan Agreement and the Deed of Trust. Because of that default, the entire unpaid balance under the Loan Agreement is due and payable and Beneficiary has requested Substitute Trustee sell the Property at the Foreclosure Sale.

The Deed of Trust encumbers interests in both real and personal property. Formal notice is hereby given of Beneficiary's election to proceed against and sell any and all real property interests, oil and gas or other mineral interests, and any personalty, fixtures, contracts, accounts, leases and other tangible and intangible property making up the Property as described in the Deed of Trust or any related security instruments in accordance with Beneficiary's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

If Beneficiary passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against the Grantor, Beneficiary or Substitute Trustee.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust but prospective bidders are reminded that by law the Foreclosure Sale will be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been released or subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record by Beneficiary from the security interest of the Deed of Trust. Prospective bidders are urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Any fractions or percentages for working interest or net revenue interest set forth on the attached Schedule I are solely for informational purposes as set forth in the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the quantum of interest held by the Grantor in each Property and the nature and physical condition of each Property.

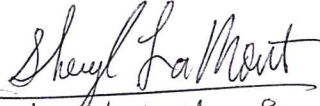
Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

Therefore, notice is given that on and at the date, time, and place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust and applicable Texas law.

This Notice of Foreclosure Sale is executed this 7th day of June, 2019.

By: 

Jennifer Hardy, Ryan Cicero, Michael Vacca or Steven Dreibelbis  
Substitute Trustee  
c/o Willkie Farr & Gallagher LLP  
600 Travis St., Suite 2100  
Houston, TX 77002

  
Sheryl LaMont  
6-10-19

## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

The following described properties, rights and interests which are located in (or cover or relate to the properties located in) the State of Texas and that are acquired by Grantor at any time before the Foreclosure Sale (capitalized terms not otherwise defined herein have the meaning set forth in the Deed of Trust):

(a) All rights, titles, interests and estates now owned by Grantor in and to the following (collectively, the "**Hydrocarbon Properties**"):

(i) the oil, gas, and/or other mineral properties, mineral servitudes, overriding royalty interests, and/or other mineral rights and interests described in Schedule I, including, without limitation, the oil, gas and/or other mineral leases or other agreements described in Schedule I and the lands described or referred to in Schedule I (or described in any of the instruments described or referred to in Schedule I), including without limitation, the undivided interests of Grantor which are more particularly described on attached Schedule I (collectively, the "**Hydrocarbon Interests**"), and

(ii) any and all properties now or hereafter pooled or unitized with any of the Hydrocarbon Interests, including any and all presently existing or future unitization, communitization, and pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any federal, state or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of any Hydrocarbon Interest, including, without limitation, those units which may be described or referred to on Schedule I,

(b) All rights, titles, interests and estates now owned acquired by Grantor in and to all operating agreements, production sales agreements, farmout agreements, farm-in agreements, area of mutual interest agreements, equipment leases and other agreements that relate to any of the Hydrocarbon Properties or any interests in any of the Hydrocarbon Properties or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of Hydrocarbons (as hereinafter defined) from or attributable to any of the Hydrocarbon Properties.

(c) All rights, titles, interests, and estates now owned by Grantor in and to all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning any of the Hydrocarbon Properties and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(d) All rights, titles, interests and estates now owned by Grantor in and to the surface of all lands relating to the Hydrocarbon Properties, including without limitation such interests as are described in Schedule I, and all compressor sites, settling ponds, equipment or pipe yards, office sites, and property and fixtures located thereon, whether such lands, compressor sites, settling ponds, equipment or pipe yards, and office sites are fee simple estates, leasehold estates

or otherwise, together with all present and future rights, titles, easements and estates now owned by Grantor under or in connection with any such interest; *provided* that, the Deed of Trust property shall in no way include any present or future buildings relating to the Hydrocarbon Properties.

(e) All rights, titles, interests and estates now owned by Grantor in and to all oil, gas, casing head gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals (collectively, "***Hydrocarbons***") in and under and which may be produced and saved from or attributable to any of the Hydrocarbon Properties, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to any of the Hydrocarbon Properties, including specifically but without limitation all Liens securing payment of proceeds from the sale of Hydrocarbons, including without limitation those liens and security interests provided in Section 9.343 of the Uniform Commercial Code as enacted in the State of Texas.

(f) All tenements, hereditaments, appurtenances and properties in any way appertaining, belonging, affixed or incidental to any of the Hydrocarbon Properties that are now owned by Grantor, including, without limitation, any and all property, real or personal, now owned and situated upon, used, held for use, or useful in connection with the operating, working or development of any of the Hydrocarbon Properties and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, steam generation facilities, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties.

(g) Any and all renewals and extensions of any of the property and interests described in paragraphs (a) through (f) above, including all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above, and any and all additional interests of any kind owned by Grantor therein.

**SCHEDULE I**  
**TO EXHIBIT A (PROPERTY DESCRIPTION)**

[See Attached.]

**Decd of Trust Property**

**WELLS**

Well Ref.  
Num.

	<b>Well ID</b>	<b>Well Name</b>
1.	<b>Pampa</b>	<b>Bell #2</b>
2.	<b>Pampa</b>	<b>Bell #3</b>
3.	<b>Pampa</b>	<b>Bell #4</b>
4.	<b>Pampa</b>	<b>Bell #5</b>
5.	<b>Pampa Marcon</b>	<b>Bill Phillips #1</b>
6.	<b>Pampa Marcon</b>	<b>Bill Phillips #2</b>
7.	<b>Pampa Marcon</b>	<b>Bill Phillips #3</b>
8.	<b>Pampa Marcon</b>	<b>Bill Phillips #4</b>
9.	<b>Pampa Marcon</b>	<b>Bill Phillips #5</b>
10.	<b>Pampa Adobe</b>	<b>Boney #10</b>
11.	<b>Pampa Adobe</b>	<b>Boney #11</b>
12.	<b>Pampa Adobe</b>	<b>Boney #12</b>
13.	<b>Pampa Adobe</b>	<b>Boney #13</b>
14.	<b>Pampa Adobe</b>	<b>Boney #15</b>
15.	<b>Pampa Adobe</b>	<b>Boney #16</b>
16.	<b>Pampa Adobe</b>	<b>Boney #19</b>
17.	<b>Pampa Adobe</b>	<b>Boney #20</b>
18.	<b>Pampa Adobe</b>	<b>Boney #21</b>
19.	<b>Pampa Adobe</b>	<b>Boney #22</b>
20.	<b>Pampa Adobe</b>	<b>Boney #23</b>
21.	<b>Pampa Adobe</b>	<b>Boney #24</b>
22.	<b>Pampa Adobe</b>	<b>Boney #25</b>
23.	<b>Pampa Adobe</b>	<b>Boney #7</b>
24.	<b>C.L. Davis</b>	<b>Brown #202</b>
25.	<b>C.L. Davis</b>	<b>Brown #204</b>
26.	<b>C.L. Davis</b>	<b>Brown #205</b>
27.	<b>C.L. Davis</b>	<b>Brown #206</b>
28.	<b>C.L. Davis</b>	<b>Brown #207</b>
29.	<b>C.L. Davis</b>	<b>Brown #208</b>
30.	<b>C.L. Davis</b>	<b>Brown #209</b>
31.	<b>C.L. Davis</b>	<b>Brown #210</b>
32.	<b>C.L. Davis</b>	<b>Brown #211G</b>
33.	<b>C.L. Davis</b>	<b>Brown #212</b>
34.	<b>C.L. Davis</b>	<b>Brown #213</b>
35.	<b>C.L. Davis</b>	<b>Brown #214</b>
36.	<b>C.L. Davis</b>	<b>Brown #216</b>
37.	<b>C.L. Davis</b>	<b>Brown #217</b>

38.	<b>C.L. Davis</b>	<b>Brown #218</b>
39.	<b>C.L. Davis</b>	<b>Brown A #501</b>
40.	<b>C.L. Davis</b>	<b>Brown A #502</b>
41.	<b>C.L. Davis</b>	<b>Brown A #503</b>
42.	<b>C.L. Davis</b>	<b>Brown A #504G</b>
43.	<b>C.L. Davis</b>	<b>Brown A #505</b>
44.	<b>C.L. Davis</b>	<b>Brown A #506</b>
45.	<b>C.L. Davis</b>	<b>Brown A #507</b>
46.	<b>Pampa Adobe</b>	<b>Cobb #1</b>
47.	<b>Pampa Adobe</b>	<b>Cobb #2</b>
48.	<b>Pampa Adobe</b>	<b>Cobb #4</b>
49.	<b>Pampa Adobe</b>	<b>Cobb #5</b>
50.	<b>C.L. Davis</b>	<b>Crow #401G</b>
51.	<b>C.L. Davis</b>	<b>Crow #402</b>
52.	<b>C.L. Davis</b>	<b>Crow #403</b>
53.	<b>C.L. Davis</b>	<b>Crow #404</b>
54.	<b>C.L. Davis</b>	<b>Crow #405</b>
55.	<b>C.L. Davis</b>	<b>Crow #406G</b>
56.	<b>C.L. Davis</b>	<b>Crow #407</b>
57.	<b>C.L. Davis</b>	<b>Crow #408</b>
58.	<b>C.L. Davis</b>	<b>Crow #410</b>
59.	<b>C.L. Davis</b>	<b>Crow #411</b>
60.	<b>Montague County</b>	<b>Daube #1</b>
61.	<b>Montague County</b>	<b>Daube #2</b>
62.	<b>Montague County</b>	<b>Donald &amp; Donald #1</b>
63.	<b>Montague County</b>	<b>Donald &amp; Donald #2</b>
64.	<b>Montague County</b>	<b>Donald &amp; Donald #3</b>
65.	<b>Montague County</b>	<b>Donald &amp; Donald #4</b>
66.	<b>Montague County</b>	<b>Donald &amp; Donald #5</b>
67.	<b>Montague County</b>	<b>Donald &amp; Donald #6</b>
68.	<b>Pampa Adobe</b>	<b>Enserch #1</b>
69.	<b>Pampa Adobe</b>	<b>Enserch #2</b>
70.	<b>Gray County</b>	<b>Faith #1</b>
71.	<b>Gray County</b>	<b>Faith #2</b>
72.	<b>Non Op</b>	<b>Fortenberry #2H</b>
73.	<b>Pampa Don Boddy</b>	<b>Caddo Faith #1</b>
74.	<b>Pampa Don Boddy</b>	<b>Caddo Faith #2</b>
75.	<b>Shelby County</b>	<b>Gene Borders #1H</b>
76.	<b>Shelby County</b>	<b>Gene Borders #2H</b>
77.	<b>C.L. Davis</b>	<b>Heaston #1</b>
78.	<b>C.L. Davis</b>	<b>Heaston #10</b>
79.	<b>C.L. Davis</b>	<b>Heaston #12</b>
80.	<b>C.L. Davis</b>	<b>Heaston #2</b>



81.	<b>C.L. Davis</b>	<b>Heaston #3</b>
82.	<b>C.L. Davis</b>	<b>Heaston #4</b>
83.	<b>C.L. Davis</b>	<b>Heaston #5</b>
84.	<b>C.L. Davis</b>	<b>Heaston #6</b>
85.	<b>C.L. Davis</b>	<b>Heaston #7</b>
86.	<b>C.L. Davis</b>	<b>Heaston #8</b>
87.	<b>C.L. Davis</b>	<b>Heaston #9</b>
88.	<b>C.L. Davis</b>	<b>Heithold #101</b>
89.	<b>C.L. Davis</b>	<b>Heithold #102</b>
90.	<b>C.L. Davis</b>	<b>Heithold #103</b>
91.	<b>C.L. Davis</b>	<b>Heithold #106</b>
92.	<b>C.L. Davis</b>	<b>Heithold #107</b>
93.	<b>C.L. Davis</b>	<b>Heithold #108</b>
94.	<b>Pampa Adobe</b>	<b>Jackson # 3</b>
95.	<b>C.L. Davis</b>	<b>Jackson #301</b>
96.	<b>C.L. Davis</b>	<b>Jackson #302</b>
97.	<b>C.L. Davis</b>	<b>Jackson #306</b>
98.	<b>Pampa Adobe</b>	<b>Jackson #4</b>
99.	<b>Pampa Adobe</b>	<b>Jackson #5</b>
100.	<b>C.L. Davis</b>	<b>JJ Wall #1</b>
101.	<b>C.L. Davis</b>	<b>JJ Wall #10</b>
102.	<b>C.L. Davis</b>	<b>JJ Wall #11</b>
103.	<b>C.L. Davis</b>	<b>JJ Wall #12</b>
104.	<b>C.L. Davis</b>	<b>JJ Wall #14</b>
105.	<b>C.L. Davis</b>	<b>JJ Wall #2</b>
106.	<b>C.L. Davis</b>	<b>JJ Wall #3</b>
107.	<b>C.L. Davis</b>	<b>JJ Wall #4</b>
108.	<b>C.L. Davis</b>	<b>JJ Wall #5</b>
109.	<b>C.L. Davis</b>	<b>JJ Wall #6</b>
110.	<b>C.L. Davis</b>	<b>JJ Wall #7</b>
111.	<b>C.L. Davis</b>	<b>JJ Wall #8</b>
112.	<b>C.L. Davis</b>	<b>JJ Wall #9</b>
113.	<b>C.L. Davis</b>	<b>Kinzer #1</b>
114.	<b>C.L. Davis</b>	<b>Kinzer #2</b>
115.	<b>C.L. Davis</b>	<b>Kinzer #3</b>
116.	<b>C.L. Davis</b>	<b>Kinzer #4</b>
117.	<b>Montague County</b>	<b>Kramer</b>
118.	<b>C.L. Davis</b>	<b>Leopold A #1</b>
119.	<b>C.L. Davis</b>	<b>Leopold A #2</b>
120.	<b>C.L. Davis</b>	<b>Leopold A #3</b>
121.	<b>C.L. Davis</b>	<b>Leopold A #4</b>
122.	<b>C.L. Davis</b>	<b>Leopold A #6</b>
123.	<b>C.L. Davis</b>	<b>Leopold A #7</b>

124.	<b>C.L. Davis</b>	<b>Leonold A #8</b>
125.	<b>C.L. Davis</b>	<b>Leonold B #1</b>
126.	<b>C.L. Davis</b>	<b>Leonold B #2</b>
127.	<b>C.L. Davis</b>	<b>Leonold B #3</b>
128.	<b>C.L. Davis</b>	<b>Leonold B #4</b>
129.	<b>C.L. Davis</b>	<b>Leonold B #5</b>
130.	<b>C.L. Davis</b>	<b>Leonold B #6</b>
131.	<b>C.L. Davis</b>	<b>Leonold B #7</b>
132.	<b>C.L. Davis</b>	<b>Leonold B #8</b>
133.	<b>C.L. Davis</b>	<b>Leonold C #1</b>
134.	<b>C.L. Davis</b>	<b>Leonold C #2</b>
135.	<b>C.L. Davis</b>	<b>Leonold C #3</b>
136.	<b>C.L. Davis</b>	<b>Leonold C #4</b>
137.	<b>C.L. Davis</b>	<b>Leonold C #5</b>
138.	<b>Pampa Adobe</b>	<b>Magic #2</b>
139.	<b>Pampa Adobe</b>	<b>Magic #3</b>
140.	<b>Pampa Adobe</b>	<b>Magic #4</b>
141.	<b>Pampa Marcon</b>	<b>Mayfield B#1</b>
142.	<b>Pampa Marcon</b>	<b>Mayfield B#12</b>
143.	<b>Pampa Marcon</b>	<b>Mayfield B#13</b>
144.	<b>Pampa Marcon</b>	<b>Mayfield B#14</b>
145.	<b>Pampa Marcon</b>	<b>Mayfield B#2</b>
146.	<b>Pampa Marcon</b>	<b>Mayfield B#3</b>
147.	<b>Pampa Marcon</b>	<b>Mayfield B#4</b>
148.	<b>Pampa Marcon</b>	<b>Mayfield B#5</b>
149.	<b>Pampa Marcon</b>	<b>Mayfield B#7</b>
150.	<b>Pampa Marcon</b>	<b>Mayfield B#9</b>
151.	<b>Pampa Marcon</b>	<b>Mayfield B#10</b>
152.	<b>Pampa Marcon</b>	<b>Mayfield B#11</b>
153.	<b>Pampa Marcon</b>	<b>Mayfield B#6</b>
154.	<b>Pampa Marcon</b>	<b>Mayfield B#8</b>
155.	<b>Pampa Marcon</b>	<b>Mayfield C#2</b>
156.	<b>Pampa Marcon</b>	<b>Mayfield C#3</b>
157.	<b>Pampa Marcon</b>	<b>Mayfield C#4</b>
158.	<b>Pampa Marcon</b>	<b>Mayfield C#5</b>
159.	<b>Pampa Marcon</b>	<b>Mayfield C#6</b>
160.	<b>Pampa Marcon</b>	<b>Mayfield C#1</b>
161.	<b>Pampa Marcon</b>	<b>Mayfield C#11</b>
162.	<b>Pampa Marcon</b>	<b>Mayfield C#13</b>
163.	<b>Pampa Marcon</b>	<b>Mayfield C#15</b>
164.	<b>Pampa Marcon</b>	<b>Mayfield C#16</b>
165.	<b>Pampa Marcon</b>	<b>Mayfield C#18</b>
166.	<b>Pampa Marcon</b>	<b>Mayfield C#7</b>

167.	<b>Pampa Marcon</b>	<b>Mayfield C#8</b>
168.	<b>Pampa Marcon</b>	<b>Mayfield C#9</b>
169.	<b>Pampa Adobe</b>	<b>Meers #1A Gas Well</b>
170.	<b>Pampa Adobe</b>	<b>Meers (L&amp;W) #1</b>
171.	<b>Pampa Adobe</b>	<b>Meers (L&amp;W) #1G</b>
172.	<b>Pampa Adobe</b>	<b>Meers C #10</b>
173.	<b>Pampa Adobe</b>	<b>Meers C #12</b>
174.	<b>Pampa Adobe</b>	<b>Meers C #5</b>
175.	<b>Pampa Adobe</b>	<b>Meers C #7</b>
176.	<b>Pampa Adobe</b>	<b>Meers C #9</b>
177.	<b>Pampa Adobe</b>	<b>Meers Gas Well #1</b>
178.	<b>Stephens County</b>	<b>Pugh #2</b>
179.	<b>Stephens County</b>	<b>Pugh #3</b>
180.	<b>Stephens County</b>	<b>Pugh #4</b>
181.	<b>Stephens County</b>	<b>Pugh #5</b>
182.	<b>Stephens County</b>	<b>Pugh #6</b>
183.	<b>Stephens County</b>	<b>Pugh #7</b>
184.	<b>Stephens County</b>	<b>Pugh #8</b>
185.	<b>Stephens County</b>	<b>Pugh #9</b>
186.	<b>Stephens County</b>	<b>Pugh #10</b>
187.	<b>Stephens County</b>	<b>Pugh #11</b>
188.	<b>Stephens County</b>	<b>Pugh #12</b>
189.	<b>Pampa Adobe</b>	<b>Saunders #1</b>
190.	<b>Pampa Adobe</b>	<b>Saunders #4</b>
191.	<b>Pampa Adobe</b>	<b>Saunders B #7-7</b>
192.	<b>Shelby County</b>	<b>Savell A #1H</b>
193.	<b>Shelby County</b>	<b>Savell B #2H</b>
194.	<b>Shelby County</b>	<b>Savell C #3H</b>
195.	<b>Pampa Adobe</b>	<b>Short #1</b>
196.	<b>Pampa Adobe</b>	<b>Short #1A</b>
197.	<b>Pampa Adobe</b>	<b>Short B#2</b>
198.	<b>Pampa Adobe</b>	<b>Short A#4</b>
199.	<b>Pampa Adobe</b>	<b>Short #2</b>
200.	<b>Pampa Adobe</b>	<b>Short #4</b>
201.	<b>Pampa Adobe</b>	<b>Short #6</b>
202.	<b>Pampa Adobe</b>	<b>Short #7</b>
203.	<b>C.L. Davis</b>	<b>Skoog A #1</b>
204.	<b>C.L. Davis</b>	<b>Skoog A #2</b>
205.	<b>C.L. Davis</b>	<b>Skoog A #3</b>
206.	<b>C.L. Davis</b>	<b>Skoog A #4</b>
207.	<b>C.L. Davis</b>	<b>Skoog Unit #1</b>
208.	<b>C.L. Davis</b>	<b>Skoog Unit #2</b>
209.	<b>C.L. Davis</b>	<b>Skoog Unit #3</b>

210.	<b>C.L. Davis</b>	<b>Skoog Unit #4</b>
211.	<b>Pampa Marcon</b>	<b>Stevenson A#10</b>
212.	<b>Pampa Marcon</b>	<b>Stevenson A#11</b>
213.	<b>Pampa Marcon</b>	<b>Stevenson A#12</b>
214.	<b>Pampa Marcon</b>	<b>Stevenson A#13</b>
215.	<b>Pampa Marcon</b>	<b>Stevenson A#14</b>
216.	<b>Pampa Marcon</b>	<b>Stevenson A#15</b>
217.	<b>Pampa Marcon</b>	<b>Stevenson A#16</b>
218.	<b>Pampa Marcon</b>	<b>Stevenson A#17</b>
219.	<b>Pampa Marcon</b>	<b>Stevenson A#18</b>
220.	<b>Pampa Marcon</b>	<b>Stevenson A#2</b>
221.	<b>Pampa Marcon</b>	<b>Stevenson A#20</b>
222.	<b>Pampa Marcon</b>	<b>Stevenson A#21</b>
223.	<b>Pampa Marcon</b>	<b>Stevenson A#22</b>
224.	<b>Pampa Marcon</b>	<b>Stevenson A#25</b>
225.	<b>Pampa Marcon</b>	<b>Stevenson A#26</b>
226.	<b>Pampa Marcon</b>	<b>Stevenson A#27</b>
227.	<b>Pampa Marcon</b>	<b>Stevenson A#28</b>
228.	<b>Pampa Marcon</b>	<b>Stevenson A#4</b>
229.	<b>Pampa Marcon</b>	<b>Stevenson A#5</b>
230.	<b>Pampa Marcon</b>	<b>Stevenson A#8</b>
231.	<b>Pampa Marcon</b>	<b>Stevenson A#9</b>
232.	<b>Pampa Adobe</b>	<b>WAB #1</b>
233.	<b>Pampa Adobe</b>	<b>WAB #2</b>
234.	<b>Pampa Adobe</b>	<b>WAB #3</b>
235.	<b>Pampa Adobe</b>	<b>WAB #4</b>
236.	<b>Pampa Adobe</b>	<b>Walberg #1</b>
237.	<b>Pampa Adobe</b>	<b>Walberg #11</b>
238.	<b>Pampa Adobe</b>	<b>Walberg #12</b>
239.	<b>Pampa Adobe</b>	<b>Walberg #3</b>
240.	<b>Pampa Adobe</b>	<b>Walberg #4</b>
241.	<b>Pampa Adobe</b>	<b>Walberg #5</b>
242.	<b>Pampa Adobe</b>	<b>Walberg #7</b>
243.	<b>Pampa Adobe</b>	<b>Walberg #8</b>
244.	<b>Pampa Adobe</b>	<b>Walberg #9</b>

## CARSON COUNTY, TEXAS

### LEASES AND LANDS

Lease Ref Num.

1. Oil and Gas Mineral Lease dated March 21, 1941, by and between Thomas J. Boney and wife Lannie E. Boney, and Sidney G. Smith, Lessors and The Texas Company, Lessee, as recorded in Volume 29 at Page 102 of the Deed Records of Carson County, Texas, and a clarifying and amending instrument thereto dated March 21, 1944, as recorded in Volume 72 at Page 175 of the Deed Records of Carson County, Texas, covering the following described land: All of the NW  $\frac{1}{4}$  of Section 89, all of the SW  $\frac{1}{4}$  of Section 90, all of the NW  $\frac{1}{4}$  of Section 91, all of the SW  $\frac{1}{4}$  of Section 108, all of the NW  $\frac{1}{4}$  of Section 110, all in Block (4) Four of the I & G N R R Co. Survey in Carson County, Texas, containing 800 acres of land, more or less.
2. Oil and Gas Mining Lease dated September 30, 1929, by and between Henry Haiduk and wife Sallie Haiduk, as Lessor, and Lone Star Gas Co., as Lessee, recorded in Volume 47 at Page 321 of the Deed Records of Carson County, Texas, covering the following described lands: The East Seventy-Five (75) acres of the following described tract of land in Section 21 Block 4, I. & G.N.R.R.Co. Survey: Beginning at a point in the West line of Said Section 21, 1650 feet South of the Northwest Corner of said Sec. 21; Thence East 1900 varas to Point in East line of said Sec. 1650 feet south of the N.E. Corner thereof; Thence South on the East line of said section 1650 feet to point; Thence West 1900 varas to point in West line of said Section 3300 feet South of the Northwest corner thereof Thence North 1650 feet to the place of beginning, containing 200 acres of land, more or less, conveying herein the east 75 acres of said 200 acre tract, containing 75 acres, more or less.
3. Oil and Gas Lease dated January 9, 1928, by and between Ben Haiduk and Takla Haiduk and Henry Haiduk and Sallie Haiduk, as Lessor, and Lawrence R. Hagy, as Lessee, recorded in Volume 43 at page 104 of the Deed Records of Carson County, Texas, covering the following described lands: E  $\frac{1}{2}$  of NE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  Section 2, Block 4, I. & G.N.Ry. Co. Survey and W. 125 A. of the North 200 acres of the South 440 acres of Section 21, Block 4, I. & G.N.Ry. Co. Survey all in Carson County, Texas.
4. Oil and Gas Lease dated January 19, 1926, by and between E.W. Clark, et al, as Lessors to the Marland Oil Company of Texas, as Lessee, as recorded in Volume 29 at Page 552 of the Deed Records of Carson County, Texas, covering the following described lands: The Southeast Quarter (SE/4) of Section 100, Block Four (4), I. & G. N. R. R. Company Survey, and containing 160 acres, more or less.
5. Oil and Gas Lease dated the 19<sup>th</sup> day of January, 1926, from E.W. Clark, et al, Lessor, to Marland Oil Company of Texas, Lessee, as recorded in Volume 29 at Page 522 of the Deed Records of Carson County, Texas, covering the following described land: The Southwest Quarter of the Southeast Quarter (SW/4 of SE/4) of Section 100, Blk. 4, I&GN Ry. Co. Survey, Carson County, Texas.

## GRAY COUNTY, TEXAS

### LEASES AND LANDS

6. Oil and Gas Lease dated November 21, 1980, by and between Harvey Bell and Jane Bell as Lessors and Judy Oil Co., as Lessee, as recorded in Volume 444 at Page 1 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W/2) of Section No. 134 in Block 3 of the I&GN RR. Co. Surveys in Gray County, Texas.
7. Oil and Gas Lease dated November 25, 1980, by and between Opal May Prior as Lessor and Judy Oil Co., as Lessee, as recorded in Volume 444 at Page 8 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W/2) of Section No. 134 in Block 3 of the I&GN RR. Co. Surveys in Gray County, Texas.
8. Oil and Gas Lease dated November 28, 1980, by and between Naomi Bell Miller as Lessor and Judy Oil Co., as Lessee, as recorded in Volume 444 at Page 15 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W/2) of Section No. 134 in Block 3 of the I&GN RR. Co. Surveys in Gray County, Texas.
9. Oil and Gas Lease dated November 21, 1980, by and between Willie Pearl Rice as Lessor and Judy Oil Co., as Lessee, as recorded in Volume 444 at Page 22 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W/2) of Section No. 134 in Block 3 of the I&GN RR. Co. Surveys in Gray County, Texas.
10. Oil and Gas Lease dated December 3, 1980, by and between Alva J. Bell as Lessor and Judy Oil Co., as Lessee, as recorded in Volume 444 at Page 29 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W/2) of Section No. 134 in Block 3 of the I&GN RR. Co. Surveys in Gray County, Texas.
11. Oil and Gas Lease dated November 15, 1930, by and between W.J. Brown & wife, Laura Brown, as Lessors, and Shell Petroleum Corporation, as Lessee, as recorded in Volume 48 at Page 551 of the Deed Records of Gray County, Texas, covering the following described lands: All Section 128, lying North and West of the North side of the Panhandle & Santa Fe Railroad Company's right-of-way in Block 3 of the lands originally granted to the International & Great Northern Railroad Company, containing 74.55 acres, more or less.
12. Oil and Gas Lease dated November 4, 1932, by and between T.B. Cobb, as Lessor, and Sam C. Danner, as Lessee, as recorded in Volume 58 at Page 600 of the Deed Records of Gray County, Texas covering the following described lands: All of the Northeast Quarter of Section 165, Block 3, I&GN.Ry.Co., Survey, containing 160 acres of land, be the same more, or less.
13. Oil and Gas Mining Lease dated as of November 9, 1929, by and between William C. Heaston and wife Susie Heaston, as Lessors, and Skelly Oil Co., as Lessee, as recorded in

Volume 48 at Page 21 of the Deed Records of Gray County, Texas, covering the following described lands: North half (N1/2) of Northeast Quarter (NE1/4) of Section 164, Blk 3, I. & G. N. R. R. Co. Survey and containing eighty acres, more or less.

14. Oil and Gas Lease dated August 24, 1925, by and between William Jackson and Mary L. Jackson, his wife, as Lessors, and Empire Gas & Fuel Co. as Lessee, as recorded in Volume 28 at Page 416 of the Deed Records of Gray County, Texas, covering the following described lands: North 30 acres of the Northeast Quarter of Section 137 and west 50 acres of the southeast quarter of Section 138 Blk. 3 I.&G.N.Ry.Sur. (Being all land owned in Section 137 and west 50 acres of Southeast Quarter of Section 138.), containing 80 acres more or less.
15. Oil and Gas Lease dated January 29, 1990, effective as of November 1, 1989, by and between Mobil Producing Texas & New Mexico Inc. as Lessor and Minco Oil and Gas Co. as Lessee, as recorded in Volume 602 at Page 784 of the Deed Records of Gray County, Texas, covering the following described lands: NE/4 Section 148, Block 3, I&GN Ry. Co. Survey, Gray County, Texas containing 160.00 acres, more or less.
16. Oil and Gas Lease dated July 1, 1935, by and between by and between Mary B. Leopold, a widow, as Lessor, and McIlroy Oil Company, as Lessee, as recorded in Volume 66 at Page 382 of the Deed Records of Gray County, Texas, covering the following described lands: The West One-half (W 1/2) of the Southeast One Quarter (SE 1/4) of Section One Hundred Forty One (141), Block 3, I & G N Ry. Co. Surveys, containing 80 acres of land, more or less.
17. Oil and Gas Lease dated March 22, 1954, by and between Mary B. Leopold, a widow, and Verna Boulware, a widow, as Lessor, and A. D. Hills and Forrest Hills, Lessee, as recorded in Volume 166 at Page 560 of the Deed Records of Gray County, Texas, covering the following described lands: The Northwest quarter (NW/4) of Section No. One Hundred Forty-one (141), in Block No. Three (3), I&GN Ry. Company Survey, Gray County, Texas, containing 160 acres, more or less.
18. Oil and Gas Lease dated July 3, 1934, by and between Mary B. Leopold, a widow, as Lessor, and R.L. Moore, Trustee, as Lessee, as recorded in Volume 63 at Page 437 of the Deed Records of Gray County, Texas, covering the following described lands: The Southwest Quarter (SW/4) of Section One Hundred Forty-one (141), Block Three (3), I.&G.N.Ry.Co. Surveys, and containing 160 acres, more or less.
19. Oil and Gas Lease dated February 9, 1920, by and between W.J. Brown & wife, Laura D. Brown, as Lessors, and W.A. Taylor, as Lessee, as recorded in Volume 21 at Page 632 of the Deed Records of Gray County, Texas, covering the following described lands: Being all of the west one half (1/2) laying north of the Santa Fe RR, Section 137, Blk. 3, Cert. \_ 1136, Abstract \_450, Original Grantee I&GN RR Co., containing 246 acres more or less.
20. Oil and Gas Lease dated September 12, 1925, by and between W. Crow, as Lessor, and Empire Gas & Fuel Company, as Lessee, as recorded in Volume 28 at Page 417 of the Deed Records of Gray County, Texas, covering the following described lands: South 129

acres of the North 160 acres of the East Half of Section 137, lying North of RR right-of-way, Block 3, I.&G.R.R.Co.Sur. (Being all land owned by me in said Section 137) containing 129 acres, more or less.

21. Oil and Gas Lease dated August 24, 1925, by and between Henry Heitholt, as Lessor, and Empire Gas & Fuel Company, as Lessee, as recorded in Volume 28 at Page 407 of the Deed Records of Gray County, Texas, covering the following described lands: North Half of Section 152 and Southwest Quarter of Section 152, Block 3, I.&G.N.Ry. Sur., and containing 480 acres more or less.
22. Oil and Gas Lease dated August 24, 1925, by and between William Jackson and Mary L. Jackson, his wife, as Lessor, and Empire Gas & Fuel Company, as Lessee, as recorded in Volume 28 at Page 416 of the Deed Records of Gray County, Texas, covering the following described lands: North 30 acres of the Northeast Quarter of Section 137, and west 50 acres of the Southeast Quarter of Section 138, Blk.3 I.&G.N.Ry.Sur. (Being all land owned in Section 137 and west 50 acres of Southeast Quarter of Section 138.), containing 80 acres more or less.
23. Oil and Gas Lease dated September 25, 1924, by and between J.F. Meers and wife Leona Meers, as Lessor, and G.M. Rowe, as Lessee, as recorded in Volume 2 at Page 296 of the Deed Records of Gray County, Texas, covering the following described lands: All of the Northwest quarter of Section No. 107, in Block 3, of the I.&G.N.R.R.Co. surveys, in Gray County, Texas.
24. Oil and Gas Lease dated June 25, 1924, by and between J.F. Meers and Leona Meers, as Lessor, and N.H. Read, as Lessee, as recorded in Volume 2 at Page 193 of the Deed Records of Gray County, Texas, covering the following described lands: The West Half of Section 106, Blk. 3.
25. Oil, Gas and Mineral Lease dated July \_\_, 1978, by and between Robert J. Meers, Individually and as Executor of the Estate of J. F. Meers and Leona Maud Meers, Deceased, and as Co-Trustee of "The Meers Trust", as Lessor, and S S & B, a partnership composed of Vernon Stowers and L. R. Spradling, as Lessee, as recorded in Volume 413, Page 270 of the Deed Records of Gray County, Texas, covering the following described lands: Southwest Quarter of Section No. 107, in Block No. 3 of the I & GN RR. Company Survey, in Gray County, Texas.
26. Oil, Gas and Mineral Lease dated July 18, 1978, by and between Nellie Meers Blake, a widow, as Lessor, and S S & B, a partnership composed of Vernon Stowers and L. R. Spradling, as Lessee, as recorded in Volume 413, Page 268 of the Deed Records of Gray County, Texas, covering the following described lands: Southwest Quarter of Section No. 107, in Block No. 3, of the I & GN RR. Company Survey, in Gray County, Texas.
27. Oil, Gas and Mineral Lease, dated July 18, 1978, by and between Mary Meers Wilson, a feme sole, as Lessor, and S S & B, a partnership composed of Vernon Stowers and L. R. Spradling, as Lessee, as recorded in Volume 413, Page 264 of the Deed Records of Gray



County, Texas, covering the following described lands: Southwest Quarter of Section No. 107, Block No. 3, of the I & GN RR. Company Survey, in Gray County, Texas.

28. --- Oil, Gas and Mineral Lease, dated July , 1978, by and between Dorothy May Meers Rainey, a widow, as Lessor, and S S & B, a partnership composed of Vernon Stowers and L. R. Spradling, as Lessee, as recorded in Volume 413, Page 266 of the Deed Records of Gray County, Texas, covering the following described lands: Southwest Quarter of Section No. 107, Block No. 3, of the I & GN RR. Company Survey, in Gray County, Texas.
29. --- Oil and Gas Lease dated October 18, 1934, by and between Mrs. L.O. Saunders, a feme sole, Guy C. Saunders and Horace E. Saunders, as Lessor, and Cambrian Oil Company, as Lessee, as recorded in Volume 62 at Page 410 of the Deed Records of Gray County, Texas, covering the following described lands: South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Four (4) in Block One (1), B.S.&F. Surveys in Gray County, Texas, and containing 80 acres, more or less.
30. Oil and Gas Lease dated February 11, 1949, by and between Guy C. Saunders and Horace E. Saunders, as Lessor, and B. L. Hoover, as Lessee, as recorded in Volume 117 at Page 590 of the Deed Records of Gray County, Texas, covering the following described lands: The North one-half (N1/2) of the Southeast one-fourth (SE 1/4) of Section four (4), Block one (1), BS&F Survey, Abstract number 995, Certificate 1563.
31. --- Oil and Gas Lease dated December 16, 1922, by and between J.C. Short and wife Amanda E. Short, as Lessor, and The Texas Company, as Lessee, as recorded in Volume 1 at Page 373 and in Volume 34 at Page 13 of the Deed Records of Gray County, Texas, covering the following described lands: being situated about 2 miles N of Lefors Texas, being the North half and the Southwest quarter of Section No .2, H.&G.N.R.R.Co. Grantee, containing 480 acres more or less.
32. Oil and Gas Lease dated May 3, 1924, by and between J. C. Short and wife Amanda E. Short, as Lessor, and Alcorn Oil Company, as Lessee, as recorded in Volume 2 at Page 164 of the Deed Records of Gray County, Texas, covering the following described lands: All of the South half (1/2) of section Fifteen (15) Block S, J.C. Short Original Grantee.
33. Oil and Gas Lease dated March 13, 1955, by and between Lillian Skoog, a feme sole, as Lessor, and A.D. Hills and Forrest Hills, as Lessee, as recorded in Volume 173 at Page 384 of the Deed Records of Gray County, Texas, covering the following described lands: The Northeast Quarter (NE/4) of Section No. One Hundred Forty-one (141), in Block No. Three (3), I&GN Ry. Company Survey, Gray County, Texas, containing 160 acres, more or less.
34. Oil and Gas Lease dated June 21, 1917, by and between Nels Walberg, as Lessor, and Empire Gas and Fuel Company, as Lessee, as recorded in Volume 1 at Page 134 of the Deed Records of Gray County, Texas, covering the following described lands: SW 1/4 Sec. 29, SE 1/4 Sec. 19, SE 1/4 Sec. 31, and SE 1/4 Sec. 33 Blk 3, I & G N R R Co. Survey. This land is no part of the homestead, containing 540 acres, more or less.

35. Oil and Gas Lease dated March 25, 1925, by and between Mrs. J.J. Wall, as Lessor, and Robert R. Osborne, as Lessee, as recorded in Volume 27 at Page 630 of the Deed Records of Gray County, Texas, covering the following described lands: the Easterly Half (1/2) of Survey number one sixty two (162) in Block Number Three (3) of the lands originally granted to I.&G.N.Ry.Co., and containing 320 acres, more or less.
36. Oil and Gas Lease dated October 10, 1925, by and between W.C. Heaston Ex UX Susie H. Heaston, Lessor, and Trustees of Magnolia Petroleum Company, Lessee, as recorded in Volume 28 at Page 455 of the Deed Records of Gray County, Texas, covering the following described land: The South Half of the Northeast Quarter (S/2 NE/4) of Section 164, Block 3, I&GN Survey, Gray County, Texas.
37. Oil and Gas Lease dated March 18, 1955, by and between Lillian Skoog, Lessor, and James B. Franklin, Lessee, as recorded in Volume 174 at Page 241 of the Deed Records of Gray County, Texas, covering the following described land: The West Half of the East Half of the Southeast Quarter of Section 141, Block 23, I&GN Survey, Gray County, Texas, from the top of the Brown Dolomite Formation to 150 feet below sea level.
38. Oil and Gas Lease dated January 29, 1994, by and between Mobil Producing Texas & New Mexico, Inc., Lessor, and Minco Oil and Gas Co., Lessee, as recorded in Volume 602 at Page 784 of the Deed Records of Gray County, Texas, covering the following described land: The Northeast Quarter (NE/4) of Section 148, Block 3, I&GN Survey, Gray County, Texas.
39. Oil and Gas Lease dated May 16, 1933, by and between Shell Petroleum Corporation, Lessor, and Clyde Pulse, Lessee, as recorded in Volume 48 at Page 552 of the Deed Records of Gray County, Texas, covering the following described land: All of Section 128, lying north and west of the North side of the Panhandle & Santa Fe Railroad Company's right-of-way in Block 3 of the lands originally granted to the International & Great Northern Railroad Company.
40. The West 109.61' (W/109.61') of Lot No. One (1) in Block No. Six (6), Country Garden Estates, Pampa, Gray County, Texas.

	Lease/Unit Name	Description-Section/Block/Survey	RRC Lease Number	Working Interest	Net Revenue Interest
41.	Brown "A"	All of Section 128, lying North and West of the North side of the Panhandle & Santa Fe Railroad Company's right-of-way in Block 3, of the lands originally granted to the International & Great Northern Railroad Company ("I&GN Ry. Co.") Survey, and containing 74.55 acres, more or less.	07031	1.00	.75/.6875/.625°
42.	Heaston Unit	S/2 of NE/4 and N/2 of NE/4, Section 164, Block 3, I&GN Ry. Co. Survey.	00547	1.00	.875
43.	J.J. Wall	NE/4, Section 162, Block 3, I&GN Ry. Co. Survey.	00409	1.00	.875
44.	W.G. Kinzer	NE/4, Section 148, Block 3, I&GN Ry. Co. Survey.	00398	1.00	.875
45.	LJL Farms	A portion of the N/2 of Sec. 152, being 10 acres, more or less, around Well no. 1 in the NE/c of the NW/4 and all of the NE/4 less and except 60 acres more or less, off the South and West side thereof; the North 30 acres of NE/4 of Section 137; the South 129 acres of North 160 acres of E/2 of Section 137; that portion of the W/2 of Section 137 lying North of the Santa Fe Railroad right-of-way.	07030	1.00	.8125
46.	Leopold "A"	W/2 of SE/4, Section 141, Block 3, I&GN Ry. Co. Survey.	00318	1.00	.81859375/.6405859°
47.	Leopold "B"	SW/4 NW/4 NW/4, SW/4 NW/4, S/2 SE/4 NW/4, NE/4 SE/4 NW/4, Section 141, Block 3, I&GN Ry. Co. Survey.	00321	1.00	.75
48.	Leopold "C"	N/2 of N/2 of SW/4 and SE/4 of NE/4 of SW/4, Section 141, Block 3, I&GN Ry. Co. Survey.	01645	1.00	.75
49.	Skoog "A"	W/2 of E/2 of SE/4, Section 141, Block 3, I&GN R. Co. Survey.	00667	1.00	.8446875
50.	Skoog "B"	NW/4 of SW/4 of NE/4 and S/2 of SW/4 of NE/4 and SW/4 of SE/4 of NE/4, Section 141, Block 3, I&GN Ry. Co. Survey	00323	1.00	.8446875

## HUTCHINSON COUNTY, TEXAS

### LEASES AND LANDS

51. Oil and Casinghead Gas Mining Lease dated August 20, 1947, by and between William R. Phillips, et al, as Lessors, and J.M. Huber Corporation, as Lessee, as recorded in Volume 118, Page 267 of the Deed Records of Hutchinson County, Texas, covering the following described lands: All of the Northeast One-Quarter (NE/4) of Section 8, Block M-24, T.C. RR Surveys, Hutchinson County, Texas, and containing 160 acres, more or less.
52. Oil and Gas Lease dated October 12, 2011, by and between Baptist Foundation of Texas, as Lessor, and Transcoastal Corporation, as Lessee, as recorded in Volume [ ] at Page [ ] of the Deed Records of Hutchinson County, covering the following described lands: 1,280.00 acres of land, more or less, being Section 5, Block R-2, D&P RY Co. Survey, and Section 2, A.B. Pedigo Survey, Hutchinson County, Texas.
53. Oil, Gas and Mineral Lease dated July 5, 1945, by and between J.W. Mayfield (Bachelor), as Lessor, and J. M. Huber Corporation, as Lessee, as recorded in Volume 101, Page 365 of the Deed Records of Hutchinson County, covering the following described lands: All of Section Five (5) Block B 2 D & P Railway Survey in Hutchinson County, Texas.
54. Oil, Gas and Mineral Lease dated January 6, 1947, by and between J. W. Mayfield, Jr., a single man, Lessor, and J. M. Huber Corporation, Lessee, as recorded in Volume 109, Page 63 of the Deed Records of Hutchinson County, covering the following described lands: All of Survey No. 2, Certificate No. 25, Original Grantee, A. B. Pedigo, in Hutchinson County, Texas.
55. Oil and Gas Mining Lease dated August 24, 1936, by and between N.A. Stevenson and wife, Mittie Stevenson, as Lessor, and J.R. Phillips, as Lessee, as recorded in Volume 75, Page 454 of the Deed Records of Hutchinson County, Texas, covering the following described lands: West Half (W/2) and the Southeast Quarter (SE/4) of Section No. Seven (7), Block No. M-Twenty-four (M-24), TC RR Co. Survey, Hutchinson County, Texas, containing 480 acres of land.

## MONTAGUE COUNTY, TEXAS

### LEASES AND LANDS

56. Oil, Gas and Mineral Lease dated April 20, 2007, by and between Daube Ranch and Mineral Limited Partnership, as Lessor, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 394 at Page 414 of the Official Public Records of Montague County, Texas, covering the following described lands: East Half of the E. L. Findley Survey, Abstract 1542, covering 80 acres, more or less.
57. Oil, Gas and Mineral Lease dated June 27, 2005, by and between Sandy Brashear Jenkins, as Lessor, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 332 at Page 715 of the Official Public Records of Montague County, Texas, covering the lands described therein, in so far as this lease covers and includes forty acres in the form of a square around the well bore of the Donald & Donald #4 well, with the wellbore being equal distant from all four sides of the square, in Section 43 ETRR Survey A-247, Montague County, Texas.
58. Oil, Gas and Mineral Lease dated September 22, 2005, by and between Kenneth Don Ratliff, as Lessor, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 345 at Page 874 of the Official Public Records of Montague County, Texas, covering the lands described therein, in so far as this lease covers and includes forty acres in the form of a square around the well bore of the Donald & Donald #4 well, with the wellbore being equal distant from all four sides of the square, in Section 43 ETRR Survey A-247, Montague County, Texas.
59. Oil, Gas and Mineral Lease dated June 29, 2005, by and between Bobby Brashear, Jr., Trustee of the Marvin Brashear Trust, as Lessor, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 332 at Page 715 of the Official Public Records of Montague County, Texas, covering the lands described therein, in so far as this lease covers and includes forty acres in the form of a square around the well bore of the Donald & Donald #4 well, with the wellbore being equal distant from all four sides of the square, in Section 43 ETRR Survey A-247, Montague County, Texas.
60. Oil and Gas Lease dated June 9, 2005, by and between the Lutheran Foundation of Texas, as Lessor, to Glahn Resources, Inc., as Lessee, recorded in Volume 323 at Page 615 of the Official Public Records of Montague County, Texas, covering the lands described therein, in so far as this lease covers and includes forty acres in the form of a square around the well bore of the Donald & Donald #4 well, with the wellbore being equal distant from all four sides of the square, in Section 43 ETRR Survey A-247, Montague County, Texas.
61. Oil and Gas Lease dated June 16, 2005, by and between Timothy C. Kramer and Quentin T. Kramer, Trustees acting on behalf of the Kramer Mineral Trust, as Lessors, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 323 at Page 602 of the Official Public Records of Montague County, Texas, covering the lands described therein, in so far as this lease covers and includes forty acres in the form of a square around the well bore of the Donald & Donald #4 well, with the wellbore being equal distant from all four sides of the square, in Section 43 ETRR Survey A-247, Montague County, Texas.

62. **Oil and Gas Lease dated September 1, 2009, by and between Bobbie Brashear, Jr., Trustee of the Marvin Brashear Trust and Bess Brashear Trust, as Lessor, and Transcoastal Corporation, as Lessor, recorded in Volume 500 at Page 459 of the Official Public Records of Montague County, Texas, covering the following described lands: 225.24 Acres out of Section 43 F.T.R.R. Co. Land, Abstract #247 situated on the waters of Sandy Creek, a tributary of the Trinity River, about 18 miles Southwest of Montague, TX, described as follows: Beginning at the Southwest Corner of Section 43, F.T.R.R. Co. Land, a pile of stone. "Whence a P.O. 18 inches diameter brs. N. 40 E. 4-1/3 varas.; Thence North 950-4/10 Varas to a corner; Thence East 1,267-2/10 Varas to a corner; Thence South 950-4/10 Varas to a corner; Thence West 1,267-2/10 Varas to a place of beginning. Less and except the A 40.00 acre unit of the Donald & Donald #6 Well in the Northwest Corner of said tract and less and except a lay down 80.00 acre unit of the Donald and Donald #4 Well located in the Southwest Corner of the said tract; AND The West 83.90 acres of the Northwest Quarter of Section 44, EETRR Company Survey, Abstract #1539, also described on some maps as the R.B. Co. survey, A#1539.**
63. **Oil, Gas and Mineral Lease dated April 20, 2007, executed by Daube Ranch and Mineral Limited Partnership, as Lessor, to Mineral Lease Management, LLC, as Lessee, recorded in Volume 394, Page 414, Real Records, Montague County, Texas, covering the east half of the E.L. Findlay Survey, Abstract 1542, being eighty (80) acres of land, more or less.**
64. **All of the oil and gas leases covered by and included in that certain Assignment dated as of September 10, 2007, executed by Blue Baron Energy, LLC, as Assignor, to Transcoastal Partners, LLC, as Assignee, recorded in Volume 411, Page 378, Real Records, Montague County, Texas, to which reference is here made for all purposes.**

## STEPHENS COUNTY, TEXAS

### LEASES AND LANDS

65. Oil and Gas Lease dated June 20, 2006, by and between Eddie Pugh and Monroe Pugh, as Lessors, and Domesticus, Inc., as Lessee, recorded in Volume 1836 at Page 216 of the Deed Records of Stephens County, Texas, covering the following described lands: 20 acres, in the shape of a rectangle, out of the southeast corner of Section 11, Block 5, of the T&P RR Co. Survey, Stephens County, Texas, further described as follows: commencing at the most southerly southeast corner of Section 11, with this starting point being the southeast corner of said 20-acre rectangle; THENCE 972 feet west, along the most southerly south line of Section 11, to a point comprising the southwest corner of said rectangle; THENCE North 1,520 feet along a line paralleling the east line of Section 11 to a point comprising the northwest corner said 20-acre rectangle; THENCE East 972 feet, paralleling the south line of Section 11, to a point on the east line of Section 11, with this point comprising the northeast corner of the 20-acre rectangle; THENCE 1,520 feet south along the east line of Section 11 to the point of origin.
66. Oil and Gas Lease dated December 22, 2004, from Monroe Pugh, as lessor, to Domesticus, Inc., as lessee, as recorded in Volume 1746, Page 189, Official Public Records, Stephens County, Texas.
67. Oil and Gas Lease dated December 22, 2004, from Eddie Pugh, as lessor, to Domesticus, Inc., as lessee, as recorded in Volume 1746, Page 196, Official Public Records, Stephens County, Texas.

Lands: That certain tract of land located in Stephens County, Texas, more particularly described as follows: With the point of origin being the Southwest corner of Section 11, Block 5, T&P RR Co. Survey; THENCE 2,780.50 feet east along the south line of Section 11, to a point comprising the southeast corner of the tract being delineated; THENCE 1,520 feet north; THENCE 326 feet west; THENCE 1,303.9 feet north to the northeast corner of said tract; THENCE 2,502.8 feet at a heading of North 80 degrees, 23 minutes west, to the northwest corner of Section 11, as well as the northwest corner of said tract; THENCE 3,225.7 feet south to the point of origin, covering 181.9 acres, more or less.

## **SHELBY COUNTY, TEXAS**

### **LEASES AND LANDS**

68. **The Savell #1-H Well Unit in Shelby County, Texas, described in the Declaration of Pooled Unit filed on November 26, 2001 and recorded in Volume 926 at Page 391 of the Real Property Records of Shelby County, Texas, as amended and modified from time to time, to which said instrument, and its record, reference is here made for a more particular description of the real estate and mineral interests included herein.**
69. **The Savell #2-H Well Unit in Shelby County, Texas, described in the Declaration of Pooled Unit filed on January 24, 2002 and recorded in Volume 930 at Page 527 of the Real Property Records of Shelby County, Texas, as amended and modified from time to time, to which said instrument, and its record, reference is here made for a more particular description of the real estate and mineral interests included herein.**
70. **The Savell #3-H Well Unit in Shelby County, Texas, described in the Pooled Unit Declaration filed on November 13, 2002 and recorded in Volume 950 at Page 281 of the Real Property Records of Shelby County, Texas, as amended and modified from time to time, to which said instrument, and its record, reference is here made for a more particular description of the real estate and mineral interests included herein.**
71. **Oil and Gas Lease dated February 17, 2010, by and between Richard Allan Brown and wife Tina Brown, as Lessors, and TransCoastal Corporation, as Lessee, recorded as documents number 2010002068 of the Deed Records of Shelby County, Texas, covering the following described lands: 3.26 acres of land, more or less, located in the Elizabeth Emmons Survey, A-210, Shelby County, Texas, and being the same land described in a Warranty Deed, dated April 12, 1993, from Charles Dean Brown, and wife Shirley, to Richard Allan Brown and wife Tina Brown, recorded in Volume 759, Page 133 of the Deed Records of Shelby County, Texas.**
72. **Various pipeline easements in Shelby County, Texas, described in the Assignment, Conveyance and Bill of Sale recorded in document 2010006185 of the Real Property Records of Shelby County, Texas, to which said instrument, and its record, reference is here made for a more particular description of the real estate and mineral interests included herein.**