

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	)	
	)	Chapter 11
SAMSON RESOURCES CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 15-11934 (CSS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	

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**DECLARATION OF LISA JOHNSON IN SUPPORT OF  
CONFIRMATION OF THE GLOBAL SETTLEMENT JOINT CHAPTER 11  
PLAN OF REORGANIZATION OF SAMSON RESOURCES CORPORATION AND ITS  
DEBTOR AFFILIATES AND REGARDING CERTAIN CLAIMS-RELATED MATTERS**

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I, Lisa Johnson, hereby declare under penalty of perjury:

1. I am the Manager—Division Orders, Operational Land (“Division Orders Manager”) of Samson Resources Company, one of the above-captioned debtors and debtors in possession (collectively, the “Debtors” or the “Company”). I have served in this capacity since April 2015, have been part of the Debtors’ Division Orders department since 2008, and have worked in the division orders departments of other oil and gas companies since 1992. I am generally familiar with the Debtors’ operations and business records as they relate to the Debtors’ property interests. In particular, I am familiar with the Debtors’ oil and gas leases, operating agreements, other related agreements, and the Debtors’ policies and practices regarding royalty owners and royalty payments.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (7267); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson-International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation’s corporate headquarters and the Debtors’ service address is: Two West Second Street, Tulsa, Oklahoma 74103.

2. I submit this declaration in support of confirmation of the *Global Settlement Joint Chapter 11 Plan of Reorganization of Samson Resources Corporation and Its Debtor Affiliates* dated as of January 13, 2017 [Docket No. 1882] (as the same may be supplemented or amended from time to time in accordance with its terms, the “Plan”). My declaration testimony is also intended to support and provide additional background regarding the certain claims asserted against the Debtors. Specifically, I investigated the claims asserted by the members of the Parker family and the other remaining disputed claims, all asserted by holders of alleged royalty interests and individuals who have received royalty payments from the Debtors, as set forth on **Exhibit A** to this declaration. Unless otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge of the Debtors’ operations and business records and information learned from my review of the relevant records.

3. I am authorized to submit this declaration on behalf of the Debtors, and, if I were called upon to testify, I could and would testify competently to the facts set forth herein.

#### **Claims Background and Review Process**

4. In conducting their oil and gas exploration and production operations, the Debtors calculate and remit royalty payments to their thousands of royalty holders every month. The Debtors utilize leases, division orders, affidavits of heirship, court orders, title opinions, and other authentic documents maintained within their files and submitted by owners, as well as production data and proceeds from the sale of natural gas, oil, and other hydrocarbons, to calculate and make royalty payments.

5. I have reviewed the exhibits attached to this declaration and confirm each is a true copy of a document either contained in the Debtors’ records or obtained from the source indicated in the exhibits.

6. We keep very detailed billing and payment records for all royalty and other interests impacting our business in an electronic database management system licensed from SAP. This system helps us to accurately calculate and track, among many other metrics, ownership interests, production information, sales and revenue data, and costs associated with production. Every time we issue a check to a party entitled to payment, we include payment detail showing the amount of hydrocarbons extracted, the gross royalty interest payment, the deductions from the gross royalty interest payments, and the net royalty interest payment. A review of our records has not demonstrated any abnormalities or missed payments concerning any of the disputed claims listed on Exhibit A or the interests associated with those claims.

7. The financial records described in this declaration date from July 2000 through September 2016, after all of the claims had all been filed. The records start in July 2000 because this is the date that Samson assumed the rights and obligations of the lease agreements pertaining to these claims. Any payment details prior to July 2000 would have to be obtained from the previous lease holder.

8. The Debtors continue to pay the amounts owed on the royalty interests relating to the filed claims and all other royalty interest payments in accordance with the minimum check-writing requirements set by Texas statutory law. In particular, in the ordinary course, the Debtors only write checks when the amount due and owing to a royalty interest owner is equal to or exceeds the statutory minimum check write for each state, which is in many cases \$100.00. Until such time as the balance accumulates to statutory minimum, the Debtors hold the due funds in accounts earmarked for the royalty interest owners.

## The Claims

### **I. Parker Heir Claims**

9. An individual named Pat Walling,<sup>2</sup> the patriarch of the Parker family (the “Parker Pat Walling”) was a lessor and signatory to an oil and gas lease signed in 1957 (the “1957 Lease”), which conveyed rights to extract hydrocarbons to a lessee in exchange for a stated royalty interest that conferred upon him a fractional payment of the economic value of the hydrocarbons extracted from the leased land. **Exhibit D**, 1957 Lease. The 1957 Lease covered a 25-acre tract in Rusk County, Texas (the “25-Acre Tract”).

10. Our corporate records, in addition to the records filed in connection with these chapter 11 cases, indicate the following lineage of the Parker family. Half of the Parker Pat Walling’s interest passed intestate to his wife, Catherine Waldon (the other half passed intestate to his siblings). **Exhibit E**, Pat Waldon Heirship Affidavit Dated September 1, 1971. Catherine Waldon, in turn, passed her interests to her brother, Randolph Parker. **Exhibit E**, Pat Waldon Heirship Affidavit Dated September 1, 1971. Randolph Parker’s interests subsequently passed to eleven of his descendants (the “Parker Heirs”). **Exhibit F**, Corrected Affidavit for Randolph A. Parker and William A. Parker Dated May 16, 2012.

11. The Parker Heirs filed a total of twenty-two claims [Claim Nos. 1227, 1228, 1272, 1422, 1423, 1474, 1477, 1480, 1481, 1483, 1485, 2197, 2419, 2558, 2674, 2685, 2687, 2688, 2696, 2697, 2698, and 2720]. In total, these claims request more than \$2.1 billion from the Debtors. Twenty-one of these claims assert entitlement to \$100 million each, while the remaining claim asserts entitlement to \$100,000.00.

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<sup>2</sup> At the time, it was common for individuals to use different, interchangeable versions and spellings of this name, including Walling, Waldon, Waldron, Waldren etc... See, e.g., **Exhibit B**, Doretha Moore Affidavit Dated May 6, 1987; **Exhibit C**, Title Report – Exhibit A: Affidavit of Heirship

12. The Company has been unable to substantiate these claims. I believe that the Parker Heirs filed their claims out of a plausible, but mistaken understanding of their family lineage. Based upon a review of the Debtors' books and records, I believe that there were two different individuals who held royalty interests in a similar geographic area, who happened to share the same or similar name: Pat Walling (a/k/a Waldron or Waldon).

13. One of the documents the Parker Heirs relied upon at a previous hearing concerns a 69.90-acre tract (the "69-Acre Tract") that is located in the Booth-Freeman Unit (the same Unit containing most of the 25-Acre Tract) in Rusk County, Texas. **Exhibit G**, Oct. 17, 2016, Hr'g Tr. at 51-56. Interests arising from the 69-Acre Tract were conveyed by a Henry Walling to a Pat Waldron on November 5, 1913. **Exhibit H**, Title Run Sheet; **Exhibit I**, 1913 Deed.

14. I believe that two different Pat Wallings must have owned the 25-Acre Tract and the 69-Acre Tract because the documentation I reviewed shows that the two Pat Wallings, both of whom have traceable ancestry lines, died decades apart. I reviewed a title report conducted on the 69-Acre Tract in 1985 that demonstrates the Pat Walling in its chain of title died intestate in 1926, and that his wife died testate in 1937. **Exhibit C**, Title Report – Exhibit A: Affidavit of Heirship. Significantly, other documentation reviewed by the Company reveals that the Parker Pat Walling died in June 1971, and his wife died in August of 1971. **Exhibit E**, Pat Waldon Heirship Affidavit Dated September 1, 1971. The 1985 Title Report notes that the Pat Walling who had an interest in the 69-Acre Tract (the "Other Pat Walling") had three children, but when I reviewed the names listed, I did not see any overlap with any of the Parker Heirs who filed claims in this case. **Exhibit C**, Title Report. Further, the deed conveying the property from Henry Walling to Pat Walling was dated 1913. **Exhibit H**, Title Run Sheet; **Exhibit I**, 1913 Deed. At that time, the Parker Pat Walling, the one who died in 1971, would have been 15 years

old, and as a minor he likely would not have been able to receive property in his own name. Therefore, I have come to the conclusion that a different Pat Walling owned the 25-Acre Tract than the one who owned the 69-Acre Tract, and there is no overlap between the lineage of the respective families.

**A. Description of the Parker Heirs' Royalty Interests**

15. My department has aggregated and summarized the holdings of each of the Parker Heirs, as described in detail below. All of the property interests described in this section arise from rights connected to property located in the 25-Acre Tract. Collectively, the Parker Heirs hold royalty interests in sixteen wells located in the 25-Acre Tract.

16. Eleven of the sixteen wells currently produce and are operated by the Debtors, and five of the sixteen wells currently produce but are not operated by the Debtors.

17. For the eleven wells that we operate, we pay the Parker Heirs 100 percent of their due royalty interest resulting from production. These wells and the ownership interest of each Parker Heir in the production generated from each well are listed below:

Well Name	Pooled Unit	Fractional Interest of <i>Each</i> Parker Heir	Operator of the Well	Portion of Parker Heir Royalty paid by Samson
Booth Freeman GU #6	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #7	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #8	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #9	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #10	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #11	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #12	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #13	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #14	Booth Freeman Unit	.00000888	Samson	100%

Well Name	Pooled Unit	Fractional Interest of <i>Each</i> Parker Heir	Operator of the Well	Portion of Parker Heir Royalty paid by Samson
Booth Freeman GU #15	Booth Freeman Unit	.00000888	Samson	100%
Booth Freeman GU #16	Booth Freeman Unit	.00000888	Samson	100%

18. For the five wells that produce but that we do not operate, we elect to take the resulting production in-kind, which in the industry means that instead of having the operator sell our share of production, we elect to take physical delivery of our proportionate share of production and sell it. When we elect to take production in kind, we must remit payment for the proportional share of royalties owed to royalty interest holders associated with our share of the sold production, which, for the Parker Heirs, is broken out in the table below. The remaining portion of the Parker Heirs' royalty interest is paid each month by Chisos, Ltd., the operator of the five wells. We remit payment due to them on these five wells in conjunction with the royalty payments for the other eleven wells.

Well Name	Pooled Unit	Fractional Interest of <i>Each</i> Parker Heir	Operator of the Well	Samson's Share of Parker Heirs Royalty Burden
Booth Freeman GU #2	Booth Freeman Unit	.00000888	Chisos	14.21%
Booth Freeman GU #3	Booth Freeman Unit	.00000888	Chisos	14.21%
Booth Freeman GU #4	Booth Freeman Unit	.00000888	Chisos	14.21%
Booth Freeman GU #5	Booth Freeman Unit	.00000888	Chisos	14.21%
Sanders #1	Sanders Unit	.000014475	Chisos	64.04%

19. A full description of royalty interest participation and payment history for each of the Parker Heirs is detailed below.

**1. Diane S. Jones**

20. Diane S. Jones filed two claims [Claim Nos. 1481 and 2687] that each assert claim amounts of \$100 million, the full amount of which is classified as a priority claim. Ms.

Jones owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000887; (2) Booth-Freeman GU #6: .00000887; (3) Booth-Freeman GU #8: .00000887; (4) Booth-Freeman GU #9: .00000887; (5) Booth-Freeman GU #10: .00000887; (6) Booth-Freeman GU #11: .00000887; (7) Booth-Freeman GU #12: .00000887; (8) Booth-Freeman GU #13: .00000887; (9) Booth-Freeman GU #14: .00000887; (10) Booth-Freeman GU #15: .00000887; (11) Booth-Freeman GU #16: .00000887; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000126; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000126; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000126; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Ms. Jones has received, on account of her royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$319.08, and that the outstanding amount payable to her as of September 2016 was \$18.86.

## 2. Kendi Narmer Pakey Bey

21. Kendi Narmer Pakey Bey filed one proof of claim [Claim No. 1227], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Bey owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000127; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000127;

(15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000127; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000127; and (19) Sanders #1 (Torch): .00000928. The Debtors' financial records indicate that Mr. Bey has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$308.21, and that the outstanding amount payable to him as of September 2016 was \$29.86.

### 3. Cherrie Parker Thorton

22. Cherrie Parker Thorton's filed two claims [Claim Nos. 1485 and 2720] that each assert claim amounts of \$100 million, the full amount of which is classified as a priority claim. Ms. Thorton owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000887; (2) Booth-Freeman GU #6: .00000887; (3) Booth-Freeman GU #8: .00000887; (4) Booth-Freeman GU #9: .00000887; (5) Booth-Freeman GU #10: .00000887; (6) Booth-Freeman GU #11: .00000887; (7) Booth-Freeman GU #12: .00000887; (8) Booth-Freeman GU #13: .00000887; (9) Booth-Freeman GU #14: .00000887; (10) Booth-Freeman GU #15: .00000887; (11) Booth-Freeman GU #16: .00000887; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000126; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000126; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000126; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Ms. Thorton has received, on account of her royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$172.54, and that the outstanding amount payable to her as of September 2016 was \$18.86.

**4. Chris D. Parker, Jr.**

23. Chris D. Parker, Jr. filed two claims [Claim Nos. 1422 and 2697] that each assert claim amounts of \$100 million, the full amount of which is classified as a priority claim. Mr. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000296; (2) Booth-Freeman GU #6: .00000296; (3) Booth-Freeman GU #8: .00000296; (4) Booth-Freeman GU #9: .00000296; (5) Booth-Freeman GU #10: .00000296; (6) Booth-Freeman GU #11: .00000296; (7) Booth-Freeman GU #12: .00000296; (8) Booth-Freeman GU #13: .00000296; (9) Booth-Freeman GU #14: .00000296; (10) Booth-Freeman GU #15: .00000296; (11) Booth-Freeman GU #16: .00000296; (12) Booth-Freeman GU #2: .00000043; (13) Booth-Freeman GU #3: .00000042; (14) Booth-Freeman GU #3: .00000043; (15) Booth-Freeman GU #4: .00000042; (16) Booth-Freeman GU #4: .00000043; (17) Booth-Freeman GU #5: .00000042; (18) Booth-Freeman GU #5: .00000043; and (19) Sanders #1 (Torch): .00000309. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$280.83, and that the outstanding amount payable to him as of September 2016 was \$10.91.

**5. Clifford Parker**

24. Clifford Parker filed one proof of claim [Claim No. 2419], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000887; (2) Booth-Freeman GU #6: .00000887; (3) Booth-Freeman GU #8: .00000887; (4) Booth-Freeman GU #9: .00000887; (5) Booth-Freeman GU #10: .00000887; (6) Booth-Freeman GU #11: .00000887; (7) Booth-Freeman GU #12: .00000887; (8) Booth-Freeman GU

#13: .00000887; (9) Booth-Freeman GU #14: .00000887; (10) Booth-Freeman GU #15: .00000887; (11) Booth-Freeman GU #16: .00000887; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000126; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000126; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000126; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$329.53, and that the outstanding amount payable to him as of September 2016 was \$8.40.

## 6. Curtis L. Parker

25. Curtis L. Parker filed one proof of claim [Claim No. 1228], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000127; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000127; (15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000127; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000127; and (19) Sanders #1 (Torch): .00000928. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments

totaling \$319.53, and that the outstanding amount payable to him as of September 2016 was \$18.89.

#### **7. Darrell Parker**

26. Darrell Parker filed two claims [Claim Nos. 1483 and 2685] that each assert claim amounts of \$100 million, the full amount of which is classified as a priority claim. Mr. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000127; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000127; (15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000127; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000127; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$426.15, and that the outstanding amount payable to him as of September 2016 was \$(118.93).

#### **8. Karen Parker**

27. Karen Parker filed four claims [Claim Nos. 1480, 2197, 2688 and 2696] that each assert claim amounts of \$100 million, the full amount of which is classified as a priority claim. Ms. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000887; (2) Booth-Freeman GU #6: .00000887; (3) Booth-Freeman GU #8:

.00000887; (4) Booth-Freeman GU #9: .00000887; (5) Booth-Freeman GU #10: .00000887; (6) Booth-Freeman GU #11: .00000887; (7) Booth-Freeman GU #12: .00000887; (8) Booth-Freeman GU #13: .00000887; (9) Booth-Freeman GU #14: .00000887; (10) Booth-Freeman GU #15: .00000887; (11) Booth-Freeman GU #16: .00000887; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000126; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000126; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000126; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Ms. Parker has received, on account of her royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$329.52, and that the outstanding amount payable to her as of September 2016 was \$8.40.

## 9. Randolph Parker

28. Randolph Parker filed one proof of claim [Claim No. 1477], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Parker owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000127; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000127; (15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000127; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000127; and (19) Sanders #1 (Torch):

.00000928. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$243.78, and that the outstanding amount payable to him as of September 2016 was \$8.44.

**10. William A. Parker (Sacramento, California)**

29. William A. Parker filed two claims [Claim Nos. 1474 and 2698] that each assert a claim amount of \$100 million, the full amount of which is classified as priority. This William A. Parker resides in Sacramento, California. Mr. Parker owns the following percentage royalty interest in each property related to his owner number (1010138450) listed herein: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$3,357.50, and that the outstanding amount payable to him as of September 2016 was \$42.88.

**11. William A. Parker (Snellville, Georgia)**

30. William A. Parker filed one proof of claim [Claim No. 1272], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. This William A. Parker resides in Snellville, Georgia. Mr. Parker owns the following percentage royalty interest in each property related to his owner number (1010178460) listed herein: (1) Booth-Freeman GU #7: .00000888; (2) Booth-Freeman GU #6: .00000888; (3) Booth-Freeman GU #8: .00000888; (4) Booth-Freeman GU #9: .00000888; (5) Booth-Freeman GU #10: .00000888; (6) Booth-Freeman GU #11: .00000888; (7) Booth-Freeman GU #12: .00000888; (8) Booth-Freeman GU #13: .00000888; (9) Booth-Freeman GU #14: .00000888; (10) Booth-Freeman GU #15: .00000888; (11) Booth-Freeman GU #16: .00000888; (12) Booth-Freeman GU #2: .00000127; (13) Booth-Freeman GU #3: .00000127; (14) Booth-Freeman GU #3: .00000127; (15) Booth-Freeman GU #4: .00000127; (16) Booth-Freeman GU #4: .00000127; (17) Booth-Freeman GU #5: .00000127; (18) Booth-Freeman GU #5: .00000127; and (19) Sanders #1 (Torch): .00000928. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$319.35, and that the outstanding amount payable to him as of September 2016 was \$18.70.

**12. Gary Pop**

31. Gary Pop filed three claims [Claim Nos. 1423, 2558 and 2674], the first of which is for an amount of \$100,000 and the latter two of which are each for an amount of \$100 million. The full amount for each claim is classified as a priority claim. Mr. Pop owns the specified royalty percentage in each of the following properties: (1) Booth-Freeman GU #7: .00000887; (2) Booth-Freeman GU #6: .00000887; (3) Booth-Freeman GU #8: .00000887; (4) Booth-

Freeman GU #9: .00000887; (5) Booth-Freeman GU #10: .00000887; (6) Booth-Freeman GU #11: .00000887; (7) Booth-Freeman GU #12: .00000887; (8) Booth-Freeman GU #13: .00000887; (9) Booth-Freeman GU #14: .00000887; (10) Booth-Freeman GU #15: .00000887; (11) Booth-Freeman GU #16: .00000887; (12) Booth-Freeman GU #2: .00000126; (13) Booth-Freeman GU #3: .00000126; (14) Booth-Freeman GU #3: .00000126; (15) Booth-Freeman GU #4: .00000126; (16) Booth-Freeman GU #4: .00000126; (17) Booth-Freeman GU #5: .00000126; (18) Booth-Freeman GU #5: .00000126; and (19) Sanders #1 (Torch): .00000927. The Debtors' financial records indicate that Mr. Parker has received, on account of his royalty interests during the period spanning from July 2000 to September 2016, payments totaling \$293.55, and that the outstanding amount payable to him as of September 2016 was \$38.35.

**B. Debtor's Knowledge and Evidence Regarding Parker Heir Claims**

32. I am also aware that the Parker Heirs' claims might assert that they entitled to priority. While I am not able to opine on the ultimate legal status of a claim, I do have knowledge of facts that might be relevant to such analysis. Upon review of the all of the claims, including those filed by the Parker Heirs and the other disputed claims set forth on Exhibit A, I have made the following observations:

- a. none of the claims appear to relate to domestic support obligations;
- b. none of the claims appear to be associated with costs and expenses of preserving the estate,
- c. none of the claims assert a tax on the estate;
- d. none of the claims assert a fine or penalty;
- e. none of the claims relate to outstanding payment for wages, salaries, commissions, or sales commissions;
- f. none of the claims request contribution to an employee benefit plan;

- g. no claim filer has demonstrated it is engaged in the production or raising of grain on the Debtors' behalf;
- h. no claim filer has demonstrated it is engaged as a United States fisherman on the Debtors' behalf;
- i. none of the claims appear to arise from the claimant's depositing money to purchase property or services for a personal, family, or householder purpose [they all appear related to investments in the form of sold hydrocarbon rights];
- j. none of the claims appear to have been filed by claimants who are governmental units;
- k. none of the claims is based on a commitment by the Company to a Federal depository institutions regulatory agency, as the Debtors do not have any commitment to such agency;
- l. none of the claims relates to personal injury, let alone death resulting therefrom because of the influence of alcohol or drugs.

33. I am also aware that the Parker Heirs filed a document asserting that they have a perfected security interest under a Texas statute. While I am not an expert with respect to perfection law, I am familiar with the actions the Company has and has not taken with respect to our royalty interest holders. Whenever we prepare to acquire a well or conduct drilling exploration activities, we engage in industry-standard due diligence to identify the parties that hold royalty interests. Based upon information and belief, the Debtors are not aware of any liens filed by the Parkers on any wells owned by the Company. Moreover, aside from the documentation relating to the 25-Acre Tract and the sixteen wells associated therewith, we have

no record of ever issuing to the Parker Heirs any division orders, leases, or other documentation granting to them or recognizing them as holding an interest in any property in which the Company has an interest.

34. Instead, our records indicate that the Parker Heirs do not hold any royalty interests in any of the other wells we operate throughout Eastern Texas. The Company has identified the other parties that hold royalty interests in those wells, and it currently makes regular royalty payments to the full extent of such interests (just as it does to the Parkers for the 25-Acre Tract). These royalty owners have proven their ownership interest in the Debtors' other East Texas leases and wells with title documentation that supports their asserted interests. Upon information and belief, the Parker Heirs have not submitted to the Company similarly substantiating documentation for any other leases or wells.

35. Therefore, I do not believe that the Company owes the Parker Heirs any amount of payment for royalty interest, except for the monies accrued and held pursuant to the law regarding the minimum payment threshold discussed above.

## **II. Other Disputed Claims**

36. In addition to reviewing the Parker Heir claims, I was asked to conduct an investigation into potential liabilities arising out of the other disputed claims on **Exhibit A**. In connection with the disputed claims investigation, I examined the gross revenue generated by each well (in the aggregate, the "Applicable Wells") relevant to each disputed claim from the first quarter in 2014 to the fourth quarter in 2016. The aggregate gross revenue generated by the Applicable Wells totaled \$15,420,549 during this timeframe. If the wells in which the Parker Heirs hold an interest are included, this figure rises to \$21,361,896 in combined gross revenue

from 54 wells. This amount does not account for expenses, fees, taxes or the Debtors' portion of the revenue from the wells.

37. The claimants listed below hold only a small percentage of the total amount of royalty interests related to the applicable wells. Thus, it is evident as an initial matter that all forty claims listed below [Claim Nos. 500, 529, 530, 542, 543 621, 840, 911, 957, 1140, 1141, 1142, 1143, 1144, 1217, 1329, 1463, 1465, 1801, 1809, 1811, 1932, 1933, 1934, 1935, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2010, 2086, 2259, 2443, 2475, 2483, and 2649] are grossly inflated and that no disputed claim would approach a valuation at the level asserted on the face of the claim.

38. I have reviewed the books and records of the Company and confirmed that the Company has paid, or otherwise accounted for, any amounts due to the claimants listed below.

**A. Alford Family Claims**

39. In total, the Alford Family filed twenty-six claims [Claim Nos. 542, 621, 840, 911, 957, 1463, 1465, 1809, 1811, 1932, 1933, 1934, 1935, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2010, 2259, 2443, 2475, and 2483]. All of the Alford family claims relate to property interests in Webster County, Louisiana.

**1. Floyd P. Alford**

40. Floyd P. Alford filed one proof of claim [Claim No. 2483], which asserts a claim for \$23,171,528, of which \$11,578,139 is classified as a secured claim, \$15,250 as a priority claim, \$11,578,139 as an administrative claim, and \$11,578,139 as a 503(b)(9) claim. Mr. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00005325; (2) Burson, Claude 1 ALT: .00005325; (3) Burson, Claude 2 ALT: .00005325; (4) Alford 1 ALT: .00005325; (5) Burton ET AL 1-AL T/DNU-DOI: .00005325; (6) Beatty ET AL 1: .00005325; (7) Crichton 2: .00005325; (8) Roberts ET AL 1

ALT: .00005325; (9) Roberts ET AL 2: .00005325; (10) Beatty #2: .00005325; (11) Crichton #3 ALT: .00005325; (12) Crichton #4: .00005325; (13) Burton #2 ALT: .0000565; and (14) Roberts ET AL #3 ALT: .00005325. In addition, the check details indicate that Mr. Alford has been paid on account of his percentage royalty interests as follows: (1) May 25, 2014: \$74.20; (2) July 25, 2014: \$37.45; (3) August 28, 2014: \$5.03; (4) March 25, 2015: \$25.13; (5) July 29, 2015: \$11.88; (6) March 28, 2016: \$26.64; and (7) May 25, 2016: \$29.77. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Mr. Alford is entitled to receive.

## 2. Gregory D. Alford

41. Gregory D. Alford filed one proof of claim [Claim No. 2004], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Mr. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003994; (2) Burson, Claude 1 ALT: .00003994; (3) Burson, Claude 2 ALT: .00003994; (4) Alford 1 ALT: .00003994; (5) Burton ET AL 1-AL T/DNU-DOI: .00003994; (6) Beatty ET AL 1: .00003994; (7) Crichton 2: .00003994; (8) Roberts ET AL 1 ALT: .00003994; (9) Roberts ET AL 2: .00003994; (10) Beatty #2: .00003994; (11) Crichton #3 ALT: .00003994; (12) Crichton #4: .00003994; (13) Burton #2 ALT: .00004239; and (14) Roberts ET AL #3 ALT: .00003994. In addition, the check details indicate that Mr. Alford has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$28.02. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Alford.

### 3. Lawrence Alford

42. Lawrence Alford filed one proof of claim [Claim No. 2475], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Mr. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00001998; (2) Burson, Claude 1 ALT: .00001998; (3) Burson, Claude 2 ALT: .00001998; (4) Alford 1 ALT: .00001998; (5) Burton ET AL 1-AL T/DNU-DOI: .00001998; (6) Beatty ET AL 1: .00001998; (7) Crichton 2: .00001998; (8) Roberts ET AL 1 ALT: .00001998; (9) Roberts ET AL 2: .00001998; (10) Beatty #2: .00001998; (11) Crichton #3 ALT: .00001998; (12) Crichton #4: .00001998; (13) Burton #2 ALT: .00002118; and (14) Roberts ET AL #3 ALT: .00001998. In addition, the check details indicate that Mr. Alford has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$23.83; and (2) July 29, 2015: \$14.10. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Mr. Alford is entitled to receive.

### 4. Lunina Alford

43. Lunina Alford filed one proof of claim [Claim No. 2001], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00001997; (2) Burson, Claude 1 ALT: .00001997; (3) Burson, Claude 2 ALT: .00001997; (4) Alford 1 ALT: .00001997; (5) Burton ET AL 1-AL T/DNU-DOI: .00001997; (6) Beatty ET AL 1: .00001997; (7) Crichton 2: .00001997; (8) Roberts ET AL 1 ALT: .00001997; (9) Roberts ET AL 2: .00001997; (10) Beatty #2: .00001997; (11) Crichton #3 ALT: .00001997; (12) Crichton #4: .00001997; (13) Burton #2 ALT: .00002119; and (14) Roberts ET AL #3 ALT:

.00001997. In addition, the check details indicate that Ms. Alford has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$23.82; and (2) July 29, 2015: \$14.10. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Ms. Alford is entitled to receive.

#### **5. Myra D. Alford**

44. Myra D. Alford filed one proof of claim [Claim No. 2003], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003994; (2) Burson, Claude 1 ALT: .00003994; (3) Burson, Claude 2 ALT: .00003994; (4) Alford 1 ALT: .00003994; (5) Burton ET AL 1-AL T/DNU-DOI: .00003994; (6) Beatty ET AL 1: .00003994; (7) Crichton 2: .00003994; (8) Roberts ET AL 1 ALT: .00003994; (9) Roberts ET AL 2: .00003994; (10) Beatty #2: .00003994; (11) Crichton #3 ALT: .00003994; (12) Crichton #4: .00003994; (13) Burton #2 ALT: .00004239; and (14) Roberts ET AL #3 ALT: .00003994. In addition, the check details indicate that Ms. Alford has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$28.03. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Alford.

#### **6. Regina R. Alford**

45. Regina R. Alford filed one proof of claim [Claim No. 1998], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D:

.00003994; (2) Burson, Claude 1 ALT: .00003994; (3) Burson, Claude 2 ALT: .00003994; (4) Alford 1 ALT: .00003994; (5) Burton ET AL 1-AL T/DNU-DOI: .00003994; (6) Beatty ET AL 1: .00003994; (7) Crichton 2: .00003994; (8) Roberts ET AL 1 ALT: .00003994; (9) Roberts ET AL 2: .00003994; (10) Beatty #2: .00003994; (11) Crichton #3 ALT: .00003994; (12) Crichton #4: .00003994; (13) Burton #2 ALT: .00004239; and (14) Roberts ET AL #3 ALT: .00003994. In addition, the check details indicate that Ms. Alford has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$28.03. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Alford.

#### **7. Ronald F. Alford**

46. Ronald F. Alford filed one proof of claim [Claim No. 1999], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Mr. Alford owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003994; (2) Burson, Claude 1 ALT: .00003994; (3) Burson, Claude 2 ALT: .00003994; (4) Alford 1 ALT: .00003994; (5) Burton ET AL 1-AL T/DNU-DOI: .00003994; (6) Beatty ET AL 1: .00003994; (7) Crichton 2: .00003994; (8) Roberts ET AL 1 ALT: .00003994; (9) Roberts ET AL 2: .00003994; (10) Beatty #2: .00003994; (11) Crichton #3 ALT: .00003994; (12) Crichton #4: .00003994; (13) Burton #2 ALT: .00004239; and (14) Roberts ET AL #3 ALT: .00003994. In addition, the check details indicate that Mr. Alford has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$28.02. Furthermore, according to the Debtors' records, the wells listed above were purchased

by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Alford.

**8. Gary J. Cox**

47. Gary J. Cox filed one proof of claim [Claim No. 1932], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Cox owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00073713; (2) Burson, Claude 1 ALT: .00098198; (3) Burson, Claude 2 ALT: .00076284; (4) Alford 1 ALT: .00109582; (5) Burton ET AL 1-AL T/DNU-DOI: .00142594; (6) Beatty ET AL 1: .00077258; (7) Crichton 2: .00103194; (8) Roberts ET AL 1 ALT: .00036041; (9) Roberts ET AL 2: .0008954; (10) Beatty #2: .00058528; (11) Crichton #3 ALT: .00109462; (12) Crichton #4: .0007478; (13) Burton #2 ALT: .00093222; and (14) Roberts ET AL #3 ALT: .00101712. In addition, the check details indicate that Mr. Cox has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014, a cleared check for \$48.28; and (2) July 29, 2015, a cleared check for \$13.96. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Cox.

**9. James Cox, Jr.**

48. James Cox, Jr. filed one proof of claim [Claim No. 1935], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Mr. Cox owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00001956; (2) Burson, Claude 1 ALT: .00001956; (3) Burson, Claude 2 ALT: .00001956; (4) Alford 1 ALT: .00001956; (5) Burton ET AL 1-AL T/DNU-DOI: .00001956; (6) Beatty ET AL 1: .00001956; (7) Crichton 2: .00001956; (8) Roberts ET AL 1 ALT: .00001956; (9) Roberts

ET AL 2: .00001956; (10) Beatty #2: .00001956; (11) Crichton #3 ALT: .00001956; (12) Crichton #4: .00001956; (13) Burton #2 ALT: .0000242; and (14) Roberts ET AL #3 ALT: .00001956. In addition, the check details indicate that Mr. Cox has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$13.96. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Cox.

#### **10. Sherry Cox**

49. Sherry Cox filed one proof of claim [Claim No. 1933], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Ms. Cox owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00001956; (2) Burson, Claude 1 ALT: .00001956; (3) Burson, Claude 2 ALT: .00001956; (4) Alford 1 ALT: .00001956; (5) Burton ET AL 1-AL T/DNU-DOI: .00001956; (6) Beatty ET AL 1: .00001956; (7) Crichton 2: .00001956; (8) Roberts ET AL 1 ALT: .00001956; (9) Roberts ET AL 2: .00001956; (10) Beatty #2: .00001956; (11) Crichton #3 ALT: .00001956; (12) Crichton #4: .00001956; (13) Burton #2 ALT: .0000242; and (14) Roberts ET AL #3 ALT: .00001956. In addition, the check details indicate that Ms. Cox has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$23.41; and (2) July 29, 2015: \$13.96. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Cox.

### **11. Edna Jean Crissmon**

50. Edna Jean Crissmon filed one proof of claim [Claim No. 1934], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Ms. Crissmon owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00210764; (2) Burson, Claude 1 ALT: .00210979; (3) Burson, Claude 2 ALT: .00217153; (4) Alford 1 ALT: .00264109; (5) Burton ET AL 1-AL T/DNU-DOI: .00363856; (6) Beatty ET AL 1: .00223026; (7) Crichton 2: .00223018; (8) Roberts ET AL 1 ALT: .00070428; (9) Roberts ET AL 2: .00211136; (10) Beatty #2: .00105333; (11) Crichton #3 ALT: .00258276; (12) Crichton #4: .00175802; (13) Burton #2 ALT: .0026172; and (14) Roberts ET AL #3 ALT: .00246498. In addition, the check details indicate that Ms. Crissmon has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014, a cleared check for \$68.12; and (2) July 29, 2015, a cleared check for \$41.01. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Crissmon.

### **12. Rosa Jane Daniel**

51. Rosa Jane Daniel filed one proof of claim [Claim No. 1811], which asserts a claim for \$100 million, the full amount of which is classified as a priority claim. Ms. Daniel owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00031953; (2) Burson, Claude 1 ALT: .00031953; (3) Burson, Claude 2 ALT: .00031953; (4) Alford 1 ALT: .00031953; (5) Burton ET AL 1-AL T/DNU-DOI: .00031953; (6) Beatty ET AL 1: .00031953; (7) Crichton 2: .00031953; (8) Roberts ET AL 1 ALT: .00031953; (9) Roberts ET AL 2: .00031953; (10) Beatty #2: .00031953; (11) Crichton #3 ALT:

.00031953; (12) Crichton #4: .00031953; (13) Burton #2 ALT: .0003391; and (14) Roberts ET AL #3 ALT: .00031953. In addition, the check details indicate that Ms. Daniel has been paid on account of her percentage royalty interests as follows: (1) April 25, 2014: \$122.98; (2) August 25, 2014: \$119.67; (3) January 1, 2015: \$109.05; July 25, 2015: \$110.63; and January 25, 2016: \$101.45. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Daniel.

### **13. Dennis Fizer**

52. Dennis Fizer filed two proofs of claim [Claim Nos. 1463 and 2259] that each assert a claim for \$20 billion, \$10 billion of which is classified as a secured claim and the remaining \$10 billion of which is classified as a priority claim. Mr. Fizer owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003043; (2) Burson, Claude 1 ALT: .00003043; (3) Burson, Claude 2 ALT: .00003043; (4) Alford 1 ALT: .00003043; (5) Burton ET AL 1-AL T/DNU-DOI: .00003043; (6) Beatty ET AL 1: .00003043; (7) Crichton 2: .00003043; (8) Roberts ET AL 1 ALT: .00003043; (9) Roberts ET AL 2: .00003043; (10) Beatty #2: .00003043; (11) Crichton #3 ALT: .00003043; (12) Crichton #4: .00003043; (13) Burton #2 ALT: .00003764; and (14) Roberts ET AL #3 ALT: .00003043. In addition, the check details indicate that Mr. Fizer has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$35.69; and (2) July 29, 2015: \$21.47. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Fizer.

#### 14. Elaine Fizer

53. Elaine Fizer filed two proofs of claim [Claim Nos. 1465 and 2443] that each assert a claim for \$20 billion, \$10 billion of which is classified as a secured claim and the remaining \$10 billion of which is classified as a priority claim. Ms. Fizer owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003043; (2) Burson, Claude 1 ALT: .00003043; (3) Burson, Claude 2 ALT: .00003043; (4) Alford 1 ALT: .00003043; (5) Burton ET AL 1-AL T/DNU-DOI: .00003043; (6) Beatty ET AL 1: .00003043; (7) Crichton 2: .00003043; (8) Roberts ET AL 1 ALT: .00003043; (9) Roberts ET AL 2: .00003043; (10) Beatty #2: .00003043; (11) Crichton #3 ALT: .00003043; (12) Crichton #4: .00003043; (13) Burton #2 ALT: .00003764; and (14) Roberts ET AL #3 ALT: .00003043. In addition, the check details indicate that Ms. Fizer has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$35.70; and (2) July 29, 2015: \$21.47. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Fizer.

#### 15. Felicia A. Foster

54. Felicia A. Foster filed one proof of claim [Claim No. 2010], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Foster owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00073713; (2) Burson, Claude 1 ALT: .00098198; (3) Burson, Claude 2 ALT: .00076284; (4) Alford 1 ALT: .00109582; (5) Burton ET AL 1-AL T/DNU-DOI: .00142594; (6) Beatty ET AL 1: .00077258; (7) Crichton 2: .00103194; (8) Roberts ET AL 1 ALT: .00036041; (9) Roberts ET AL 2: .0008954; (10) Beatty #2: .00058528; (11) Crichton #3 ALT: .00109462;

(12) Crichton #4: .0007478; (13) Burton #2 ALT: .00093222; and (14) Roberts ET AL #3 ALT: .00101712. In addition, the check details indicate that Ms. Foster has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$46.36; (2) July 29, 2015: \$28.02; and (3) July 25, 2016: \$19.05. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Ms. Foster is entitled to receive.

#### **16. Jeanette Jackson**

55. Jeanette Jackson filed one proof of claim [Claim No. 2002], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Jackson owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .0021532; (2) Burson, Claude 1 ALT: .00227302; (3) Burson, Claude 2 ALT: .0021967; (4) Alford 1 ALT: .00251526; (5) Burton ET AL 1-AL T/DNU-DOI: .00323462; (6) Beatty ET AL 1: .0021568; (7) Crichton 2: .00207492; (8) Roberts ET AL 1 ALT: .00047377; (9) Roberts ET AL 2: .00199604; (10) Beatty #2: .0013158; (11) Crichton #3 ALT: .00263608; (12) Crichton #4: .00215061; (13) Burton #2 ALT: .00245862; and (14) Roberts ET AL #3 ALT: .00271592. In addition, the check details indicate that Ms. Jackson has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014, a cleared check for \$46.34; (2) July 29, 2015, a cleared check for \$28.02; and (3) July 25, 2016, a cleared check for \$19.06. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Ms. Jackson is entitled to receive.

**17. Antonio Richard Miles**

56. Antonio Richard Miles filed one proof of claim [Claim No. 542], which asserts a claim for \$10 million, \$5 million of which is classified as a secured claim and \$5 million of which is classified as a priority claim. Mr. Miles owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00056848; (2) Burson, Claude 1 ALT: .00036494; (3) Burson, Claude 2 ALT: .00063936; (4) Alford 1 ALT: .00069504; (5) Burton ET AL 1-AL T/DNU-DOI: .00085016; (6) Beatty ET AL 1: .00058996; (7) Crichton 2: .00060754; (8) Roberts ET AL 1 ALT: .00013856; (9) Roberts ET AL 2: .0004882; (10) Beatty #2: .00035758; (11) Crichton #3 ALT: .00066268; (12) Crichton #4: .0005934; (13) Burton #2 ALT: .00064952; and (14) Roberts ET AL #3 ALT: .00065268. In addition, the check details indicate that Mr. Miles has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014, a voided check for \$7.97; (2) July 29, 2015, a voided check for \$12.40; and (3) July 25, 2016, a cleared check for \$23.76. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have fully satisfied the royalty interest payments that Mr. Miles is entitled to receive.

**18. Elbert Lee Miles, Jr.**

57. Elbert Lee Miles, Jr. filed one proof of claim [Claim No. 957], which asserts a claim for \$10 million, \$5 million of which is classified as a secured claim and \$5 million of which is classified as a priority claim. Mr. Miles, Jr. owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00000666; (2) Burson, Claude 1 ALT: .00000666; (3) Burson, Claude 2 ALT: .00000666; (4) Alford 1 ALT: .00000666; (5) Burton ET AL 1-AL T/DNU-DOI: .00000666; (6) Beatty ET AL 1: .00000666; (7) Crichton 2: .00000666; (8) Roberts ET AL 1 ALT: .00000666; (9) Roberts ET AL 2: .00000666;

(10) Beatty #2: .00000666; (11) Crichton #3 ALT: .00000666; (12) Crichton #4: .00000666; (13) Burton #2 ALT: .00000706; and (14) Roberts ET AL #3 ALT: .00000666. In addition, the check details indicate that Mr. Miles has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$7.97. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Miles.

#### **19. Ernestine Watkins**

58. Ernestine Watkins (formerly Ernestine Evans) has one claim [Claim No. 1809] alleging a claim amount of \$91 million, the full amount of which is classified as a secured claim. Ms. Watkins owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00005326; (2) Burson, Claude 1 ALT: .00005326; (3) Burson, Claude 2 ALT: .00005326; (4) Alford 1 ALT: .00005326; (5) Burton ET AL 1-AL T/DNU-DOI: .00005326; (6) Beatty ET AL 1: .00005326; (7) Crichton 2: .00005326; (8) Roberts ET AL 1 ALT: .00005326; (9) Roberts ET AL 2: .00005326; (10) Beatty #2: .00005326; (11) Crichton #3 ALT: .00005326; (12) Crichton #4: .00005326; (13) Burton #2 ALT: .0000565; and (14) Roberts ET AL #3 ALT: .00005326. In addition, the check details indicate that Ms. Watkins has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$61.56; (2) July 29, 2015: \$37.02. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Watkins.

#### **20. Elizabeth Whitford**

59. Elizabeth Whitford filed one proof of claim [Claim No. 2000], which asserts a claim for \$50 million, the full amount of which is classified as a priority claim. Ms. Whitford

owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00003994; (2) Burson, Claude 1 ALT: .00003994; (3) Burson, Claude 2 ALT: .00003994; (4) Alford 1 ALT: .00003994; (5) Burton ET AL 1-AL T/DNU-DOI: .00003994; (6) Beatty ET AL 1: .00003994; (7) Crichton 2: .00003994; (8) Roberts ET AL 1 ALT: .00003994; (9) Roberts ET AL 2: .00003994; (10) Beatty #2: .00003994; (11) Crichton #3 ALT: .00003994; (12) Crichton #4: .00003994; (13) Burton #2 ALT: .00004239; and (14) Roberts ET AL #3 ALT: .00003994. In addition, the check details indicate that Ms. Whitford has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$46.34; and (2) July 29, 2015: \$28.02. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Whitford.

## **21. Eugene E. Williams**

60. Eugene E. Williams filed one proof of claim [Claim No. 911], which asserts a claim for \$33.8 million, \$3 million of which is classified as a secured claim and \$30.8 million of which is classified as a priority claim. Mr. Williams owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00002739; (2) Burson, Claude 1 ALT: .00002739; (3) Burson, Claude 2 ALT: .00002739; (4) Alford 1 ALT: .00002739; (5) Burton ET AL 1-AL T/DNU-DOI: .00002739; (6) Beatty ET AL 1: .00002739; (7) Crichton 2: .00002739; (8) Roberts ET AL 1 ALT: .00002739; (9) Roberts ET AL 2: .00002739; (10) Beatty #2: .00002739; (11) Crichton #3 ALT: .00002739; (12) Crichton #4: .00002739; (13) Burton #2 ALT: .0000565; and (14) Roberts ET AL #3 ALT: .0002739. In addition, the check details indicate that Mr. Williams has been paid on account of his percentage royalty interests as follows: (1) March 25, 2014: \$27.34; (2) August 28, 2014: \$13.77; (3) July 29, 2015:

\$20.08; (4) September 28, 2015: \$44.40. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Williams.

## **22. Juanita Renee Williams, III**

61. Juanita Renee Williams, III filed one proof of claim [Claim No. 621], which asserts a claim for \$10 million, \$5 million of which is classified as a secured claim and \$5 million of which is classified as a priority claim. Ms. Williams owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00000666; (2) Burson, Claude 1 ALT: .00000666; (3) Burson, Claude 2 ALT: .00000666; (4) Alford 1 ALT: .00000666; (5) Burton ET AL 1-AL T/DNU-DOI: .00000666; (6) Beatty ET AL 1: .00000666; (7) Crichton 2: .00000666; (8) Roberts ET AL 1 ALT: .00000666; (9) Roberts ET AL 2: .00000666; (10) Beatty #2: .00000666; (11) Crichton #3 ALT: .00000666; (12) Crichton #4: .00000666; (13) Burton #2 ALT: .00000706; and (14) Roberts ET AL #3 ALT: .00000666. In addition, the check details indicate that Ms. Williams has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$8.00; and (2) July 29, 2015: \$12.44. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Ms. Williams.

## **23. Lawrence Williams**

62. Lawrence Williams filed one proof of claim [Claim No. 840], which asserts a claim for \$33.8 million, \$1.5 million of which is classified as a secured claim and \$32.3 million of which is classified as a priority claim. Mr. Williams owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .00000666; (2) Burson, Claude 1

ALT: .00001361; (3) Burson, Claude 2 ALT: .00001361; (4) Alford 1 ALT: .00001361; (5) Burton ET AL 1-AL T/DNU-DOI: .00001361; (6) Beatty ET AL 1: .00001361; (7) Crichton 2: .00001361; (8) Roberts ET AL 1 ALT: .00001361; (9) Roberts ET AL 2: .00001361; (10) Beatty #2: .00001361; (11) Crichton #3 ALT: .00001361; (12) Crichton #4: .00001361; (13) Burton #2 ALT: .00001413; and (14) Roberts ET AL #3 ALT: .00001361. In addition, the check details indicate that Mr. Williams has been paid on account of his percentage royalty interests as follows: (1) August 28, 2014: \$16.15. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Williams.

#### **24. Sandra M. Williams**

63. Sandra M. Williams filed one proof of claim [Claim No. 2005], which asserts a claim for \$33.8 million, \$3 million of which is classified as a secured claim and \$30.8 million of which is classified as a priority claim. Ms. Williams owns the specified royalty percentage in each of the following properties: (1) Crichton 34-1 & 34-1D: .0000274; (2) Burson, Claude 1 ALT: .0000274; (3) Burson, Claude 2 ALT: .0000274; (4) Alford 1 ALT: .0000274; (5) Burton ET AL 1-AL T/DNU-DOI: .0000274; (6) Beatty ET AL 1: .0000274; (7) Crichton 2: .0000274; (8) Roberts ET AL 1 ALT: .0000274; (9) Roberts ET AL 2: .0000274; (10) Beatty #2: .0000274; (11) Crichton #3 ALT: .0000274; (12) Crichton #4: .0000274; (13) Burton #2 ALT: .0000565; and (14) Roberts ET AL #3 ALT: .0000274. In addition, the check details indicate that Ms. Williams has been paid on account of her percentage royalty interests as follows: (1) August 28, 2014: \$33.12; and (2) July 29, 2015: \$20.08. Furthermore, according to the Debtors' records, the wells listed above were purchased by the 31 Group in a sale that closed on March 29, 2016. The Debtors have transferred the funds to 31 Group for the benefit of Mr. Williams.

64. I believe that the Debtors have acted appropriately regarding each Alford Family claim based on the Debtors' actions regarding their royalty interest distributions.

**B. Deadmon Family Claims**

65. In total, the members of the Deadmon family have asserted five claims [Claim Nos. 1140, 1141, 1142, 1143 and 1144]. All of the Deadmon family interests described below relate to property located in Harrison County, Texas.

**1. Jackie Deadmon**

66. Jackie Deadmon filed one proof of claim [Claim No. 1140], which asserts a claim for \$33.8 million, the full amount of which is classified as an unsecured amount. Ms. Deadmon owns the specified royalty percentage in each of the following properties: (1) Deadmon A #4 - J.B. Franklin Svy, A-256: .00003055; (2) Deadmon A #2 - G.W. Cartwright Svy, A-140: .00003055; (3) Deadmon A #3 - G.W. Cartwright Svy, A-140: .00003055; (4) Deadmon A #5 - J.B. Franklin Svy, A-256: .00003055; (5) Deadmon A# 6 - G.W. Cartwright Svy, A-140: .00003055; (6) Deadmon A #1 - G.W. Cartwright Svy, A-140: .00001585. The Debtors operate all of the above properties except for Deadmon A #1, which is operated by Chisos. According to the Debtors' records, all royalty payments to Ms. Deadmon have been fully satisfied, including by payments of \$19.02 on August 28, 2014, and \$13.18 on July 29, 2015 (the most recent payments). In addition, minimum pay checks are planned to continue in accordance with the Debtors' ordinary course of business and Texas law, including issuance of the next check in February 2017.

**2. Tylonar Deadmon**

67. Tylonar Deadmon filed one proof of claim [Claim No. 1141], which asserts a claim for \$33.8 million, the full amount of which is classified as an unsecured amount. Mr. Deadmon owns the specified royalty percentage in each of the following properties:

(1) Deadmon A #4 - J.B. Franklin Svy, A-256: .00003055; (2) Deadmon A #2 - G.W. Cartwright Svy, A-140: .00003055; (3) Deadmon A #3 - G.W. Cartwright Svy, A-140: .00003055; (4) Deadmon A #5 - J.B. Franklin Svy, A-256: .00003055; (5) Deadmon A# 6 - G.W. Cartwright Svy, A-140: .00003055; (6) Deadmon A #1 - G.W. Cartwright Svy, A-140: .00001585. The Debtors operate all of the above properties except for Deadmon A #1, which is operated by Chisos. According to the Debtors' records, all royalty payments to Mr. Deadmon have been fully satisfied, including by payments of \$32.72 on August 28, 2014, and \$13.18 on July 29, 2015 (the most recent payments). In addition, minimum pay checks are planned to continue in accordance with the Debtors' ordinary course of business and Texas law, including issuance of the next check in February 2017.

### **3. Reginald Deadmon**

68. Reginald Deadmon filed one proof of claim [Claim No. 1142], which asserts a claim for \$33.8 million, the full amount of which is classified as an unsecured amount. Mr. Deadmon owns the specified royalty percentage in each of the following properties: (1) Deadmon A #4 - J.B. Franklin Svy, A-256: .00003055; (2) Deadmon A #2 - G.W. Cartwright Svy, A-140: .00003055; (3) Deadmon A #3 - G.W. Cartwright Svy, A-140: .00003055; (4) Deadmon A #5 - J.B. Franklin Svy, A-256: .00003055; (5) Deadmon A# 6 - G.W. Cartwright Svy, A-140: .00003055; (6) Deadmon A #1 - G.W. Cartwright Svy, A-140: .00001585. According to the Debtors' records, all royalty payments to Mr. Deadmon have been fully satisfied, including by payments of \$19.02 on August 28, 2014, and \$13.18 on July 29, 2015 (the most recent payments). In addition, minimum pay checks are planned to continue in accordance with the Debtors' ordinary course of business and Texas law, including issuance of the next check in February 2017.

#### 4. Clifton Deadmon

69. Clifton Deadmon filed one proof of claim [Claim No. 1143], which asserts a claim for \$33.8 million, the full amount of which is classified as an unsecured amount. Mr. Deadmon owns the specified royalty percentage in each of the following properties: (1) Deadmon A #4 - J.B. Franklin Svy, A-256: .00003055; (2) Deadmon A #2 - G.W. Cartwright Svy, A-140: .00003055; (3) Deadmon A #3 - G.W. Cartwright Svy, A-140: .00003055; (4) Deadmon A #5 - J.B. Franklin Svy, A-256: .00003055; (5) Deadmon A# 6 - G.W. Cartwright Svy, A-140: .00003055; (6) Deadmon A #1 - G.W. Cartwright Svy, A-140: .00001585. The Debtors operate all of the above properties except for Deadmon A #1, which is operated by Chisos. According to the Debtors' records, all royalty payments to Mr. Deadmon have been fully satisfied, including by payments of \$0.84 on December 25, 2016, and \$0.67 on January 25, 2017 (the most recent payments). In addition, minimum pay checks are planned to continue in accordance with the Debtors' ordinary course of business and Texas law, including issuance of the next check in February 2017. Furthermore, because the signed division is in accordance with the Debtors' records, all royalty payments due to Mr. Deadmon have been fully satisfied. Therefore, the Debtors do not believe they are exposed to liability for unpaid royalties on this claim.

#### 5. Annie Ruth Deadmon

70. The Annie Ruth Deadmon Life Estate (the "Deadmon Estate") filed one proof of claim [Claim No. 1144], which, which asserts a claim for \$33.8 million, the full amount of which is classified as an unsecured amount. The Deadmon Estate owns the specified royalty percentage in each of the following properties: (1) Deadmon A #4 - J.B. Franklin Svy, A-256: .00006110; (2) Deadmon A #2 - G.W. Cartwright Svy, A-140: .00006110; (3) Deadmon A #3 -

G.W. Cartwright Svy, A-140: .00006110; (4) Deadmon A #5 - J.B. Franklin Svy, A-256: .00006110; (5) Deadmon A# 6 - G.W. Cartwright Svy, A-140: .00006110; (6) Deadmon A #1 - G.W. Cartwright Svy, A-140: .00003170. The Debtors operate all of the above properties except for Deadmon A #1, which is operated by Chisos. According to the Debtors' records, all royalty payments to the Deadmon Estate have been fully satisfied, including by payments of \$26.06 on July 29, 2015, and \$15.72 on July 25, 2016 (the most recent payments). In addition, minimum pay checks are planned to continue in accordance with the Debtors' ordinary course of business and Texas law, including issuance of the next check in February 2017. Furthermore, because the signed division is in accordance with the Debtors' records, all royalty payments due to Deadmon Estate have been fully satisfied. Therefore, the Debtors do not believe they are exposed to liability for unpaid royalties on this claim.

71. The Debtors have determined that each claimant that holds a Deadmon family claim is being appropriately paid according to Texas statutory check laws. Moreover, the Debtors will continue to release minimum pay checks on account of each claimant's applicable royalty interest. The next check to be issued in February 2017. For the forgoing reasons, I believe that the Debtors have acted appropriately regarding the Deadmon family claims.

### **C. Tremble Family Claims**

72. In total, members of the Tremble family filed four claims [Claim Nos. 500, 529, 530 and 543]. All of the Deadmon family interests described below relate to property located in Rusk County, Texas.

#### **1. Billie Murphy Tremble**

73. Billie Murphy Tremble filed one proof of claim [Claim No. 529], which asserts a claim for \$69.4 million, the full amount of which is classified as a priority claim. Ms. Tremble owns the specified royalty percentage in each of the following properties: (1) Grant JM 1:

.00094023; (2) Grant JM 2: .00094023; (3) Pollard J 1: .00006518; and (4) Prior WP 1: .00056485. According to the Debtors' records, all royalty payments to Ms. Tremble have been fully satisfied, including by payments of \$34.10 on July 29, 2015, and \$97.74 on July 25, 2016 (the most recent payments). Furthermore, according to the Debtors' records, the Debtors sold these wells at auction on April 1, 2016, to Proline Energy Resources, Inc., effective March 1, 2016. Ms. Tremble was in minimum pay status and has been receiving payments in accordance with Texas statutory minimum check write. The funds related to Ms. Tremble's royalty interest have been transferred to Proline Energy Resources, Inc. When Ms. Tremble called the Debtors' Owner Relations' Department in December 2015, stating that she had not received a royalty check, she was told in a follow-up voicemail that her account has reached the \$100 minimum pay amount that would allow her check be issued only once.

## **2. Selia Tremble Shawkey**

74. Selia Tremble Shawkey filed one proof of claim [Claim No. 543], which asserts a claim for \$69.4 million, the full amount of which is classified as a priority claim. Ms. Shawkey owns the specified royalty percentage in each of the following properties: (1) Grant JM 1: .00093010; (2) Grant JM 2: .00093010; (3) Pollard J 1: .00006518; and (4) Prior WP 1: .00056485. According to the Debtors' records, all royalty payments to Ms. Tremble have been fully satisfied, including by payments of \$33.84 on July 29, 2015, and \$97.09 on July 25, 2016 (the most recent payments). Furthermore, according to the Debtors' records, the Debtors sold these wells at auction on April 1, 2016, to Proline Energy Resources, Inc., effective March 1, 2016. As a result, the Debtors have been transferring funds to Proline Energy Resources, Inc. Ms. Shawkey was in minimum pay status and has been receiving payments in accordance with Texas statutory minimum check write.

### **3. Sharon Tremble Donaldson**

75. Sharon Tremble Donaldson filed one proof of claim [Claim No. 530], which asserts a claim for \$69.4 million, the full amount of which is classified as a priority claim. Ms. Donaldson owns the specified royalty percentage in each of the following properties: (1) Grant JM 1: .00093010; (2) Grant JM 2: .00093010; (3) Pollard J 1: .00006518; and (4) Prior WP 1: .00056485. According to the Debtors' records, all royalty payments to Ms. Donaldson have been fully satisfied, including by payments of \$33.84 on July 29, 2015, and \$97.09 on July 25, 2016 (the most recent payments). Furthermore, according to the Debtors' records, the wells related to Ms. Donaldson's royalty interests were sold by the Debtors at an auction on April 1, 2016, to Proline Energy Resources, Inc., effective March 1, 2016. As a result, the Debtors have been transferring the funds related to Ms. Donaldson's royalty interests to Proline Energy Resources, Inc. Ms. Donaldson was in minimum pay status and has been receiving payments in accordance with Texas statutory minimum check write. Ms. Donaldson has also been in communication with the Debtors, writing a letter in October 2015 regarding the Tremble family claims and asking logistical questions regarding their claims and filing procedures. In response, the Debtors emailed Ms. Donaldson to put her and the other three Tremble family claimants on notice that the proof of claim form was only for lenders and vendors, not royalty interest owners.

### **4. Wilmer Forrest Tremble, Jr.**

76. Wilmer Forrest Tremble, Jr. filed one proof of claim [Claim No. 500], which asserts a claim for \$69.4 million, the full amount of which is classified as a priority claim. Mr. Tremble owns the specified royalty percentage in each of the following properties: (1) Grant JM 1: .00093010; (2) Grant JM 2: .00093010; (3) Pollard J 1: .00006518; and (4) Prior WP 1: .00056485. In addition, regarding the financial aspects of Mr. Tremble's interests, the Debtors

transferred \$239.94 to Proline Energy Resources, Inc. on account of Mr. Tremble's royalty interests between January 1, 2014, and January 31, 2017. Furthermore, according to the Debtors' records, the Debtors sold the wells related to Mr. Tremble's royalty interest at an auction on April 1, 2016, to Proline Energy Resources, Inc., effective March 1, 2016. The Debtors had Mr. Tremble's payments in suspense on account of a bad address on file, the same reason why the previous owner of these wells, Goodrich, held Mr. Tremble's payments in suspense. Mr. Tremble called the Debtors' Owner Relations' Department on December 3, 2015, to inquire into his royalty interest payments. The Debtors called Mr. Tremble back on December 8, 2015, and left a voicemail requesting that Mr. Tremble provide the Debtors with an updated address. The Debtors have still not received an updated address for Mr. Tremble which is why the \$239.94 fund transfer to Proline Energy Resources, Inc. occurred. Because Mr. Tremble's royalty interest payments have not yet been paid, there is no check detail evidence to present.

77. Based on the Debtors' payment activity with respect to Proline, I believe that the Debtors have taken all of the appropriate measures regarding the Tremble family claims.

**D. James A. Brown Claim**

78. James A. Brown has one claim [Claim No. 2649] alleging a claim amount of \$68 million, of which \$65.1 million is classified as a secured claim and \$2.9 million is classified as a priority claim. Mr. Brown owns the specified royalty percentage in each of the following properties located in Rusk County, Texas: (1) Kangerga GU #1: .00039148; (2) Kangerga GU #2: .00039148; (3) Kangerga GU #3: .00039148; (4) Kangerga GU #4: .00039148; (5) Kangerga GU #5: .00039148; (6) Kangerga GU #6: .00039148; (7) Kangerga GU #7: .00039148; (8) Kangerga GU #8: .00039148; (9) Kangerga GU #9: .00039148. According to the Debtors' records, all royalty payments to Mr. Brown have been fully satisfied, including by payments of \$193.19 on January 25, 2016, and \$84.00 on July 25, 2016 (the most recent payments). In

addition, minimum pay checks are planned to continue in the Debtors' ordinary course of business and in accordance with Texas statutory law regarding minimum check write. As a result, I believe that the Debtors have acted appropriately regarding the Brown claim.

**E. Rachel Danielle Fleming Claim**

79. Rachel Danielle Fleming has one claim [Claim No. 2086] alleging a claim amount of \$33.8 million, the full amount of which is classified as an unsecured claim with no priority. Ms. Fleming owns the specified royalty percentage in each of the following Samson-operated properties in Panola County, Texas: (1) Woods GU 1H - Thomas Kelly Svy, A-372: .00163634. According to the Debtors' records, all royalty payments to the Ms. Fleming have been fully satisfied, including by payments of \$5,973.33 in 2015, \$2,264.29 in 2016, and \$171.08 on January 25, 2017. Furthermore, because the signed division is in accordance with the Debtors' records, all royalty payments due to Ms. Fleming have been fully satisfied. Therefore, the Debtors do not believe they are exposed to liability for unpaid royalties on this claim.

**F. Larry Del Higgins Claim**

80. Larry Del Higgins has one claim [Claim No. 1329] alleging a claim amount of \$52.2 million, the full amount of which is classified as an unsecured claim with no priority. Mr. Higgins owns the specified royalty percentage in each of the following properties located in Dewey County, Oklahoma: (1) DOI 1 - South #1-8 (8-16N-20W): .00001214; (2) DOI 97 - South #1-8 (8-16N-20W): .00001214; and (3) DOI 1 - South #2-8 (8-16N-20W): .00001214. According to the Debtors' records, all royalty payments to Mr. Higgins have been fully satisfied, including by payments of \$1.20 on August 28, 2014 (the most recent payment). The Debtors' records indicate that each well related to Mr. Higgins' royalty interests was recently sold to Fairway in the Central Anadarko asset package that was approved by the Court on October 28, 2016 [Docket No. 1612]. Mr. Higgins was a minimum pay royalty interest owner, and the

Debtors have no call log information related to Mr. Higgins. No additional payment records for Mr. Higgins were identified by the Debtors. For the foregoing reasons, I believe that the Debtors have acted appropriately regarding Mr. Higgins' claim.

**G. Yvonne Bryson Levy Claim**

81. Yvonne Bryson Levy has one claim [Claim No. 1217] that, which asserts a claim for \$15.9 million, the full amount of which is classified as a priority claim. Ms. Levy owns the specified royalty percentage in each of the following properties located in Haskell County, Oklahoma: (1) Woodmore #1-6 - DOI 1: .00065320; and (2) Woodmore #1-6 - DOI 97: .00065320. According to the Debtors' records, all royalty payments to Ms. Levy have been fully satisfied, including by payments of \$\$21.42 on August 28, 2014, and \$12.34 on July 29, 2015 (the most recent payments). The Debtors have been appropriately transferring the funds related to Ms. Levy's royalty interests to Bravo Arkoma, LLC, the company that bought the wells formerly operated by the Debtors, following the sale of the wells on March 13, 2015 (effective date of November 1, 2014). As a result, I believe that the Debtors have acted appropriately regarding Ms. Levy's claim.

**H. Robert Lee Martin Claim**

82. Robert Lee Martin has one claim [Claim No. 1801] alleging a claim amount of \$33.8 million, the full amount of which is classified as an unsecured claim with no priority. Mr. Martin owns a .00001356 royalty interest in the Sandy Hook GU 13-8 #1 well, located in Marion County, Mississippi. According to the Debtors' records, the Debtors sold this well and the associated lease at auction on April 1, 2016, to Ronald R. Taylor, effective March 1, 2016. The Martin Claim was in suspense due to a title defect, and the corresponding royalty revenue was therefore escheated. Because a minimum pay check was never cut on account of the Martin Claim, there is no copy of any check details. Instead, the Debtors' records indicate that the

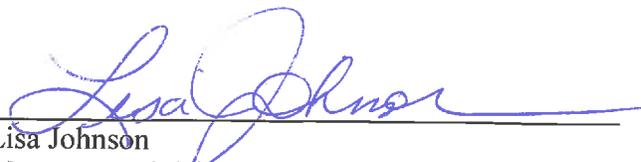
Debtors have escheated \$8.32 on account of unpaid royalties. For this reason, I believe that the Debtors have acted appropriately regarding Mr. Martin's claim.

**Conclusion**

83. Based upon my investigation of all of the matters related to the Parker Heirs' claims and other disputed claims, all royalty interest payments related to such claims have been paid or are otherwise being treated appropriately by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: February 10, 2017

  
\_\_\_\_\_  
Lisa Johnson  
Manager—Division Orders, Operational Land  
Samson Resources Company

**Exhibit A**

**Disputed Claims**

Claim No.	Debtor	Claimant	Total Claim Amount	Secured Amt	Priority Amt	Unsecured Amt	Admin Amt	503(b)(9) Amt
500	Samson Resources Corporation	WILMER FORREST TREMBLE JR	\$69,400,000.00		\$69,400,000.00			
529	Samson Resources Corporation	BILLIE MURPHY TREMBLE	\$69,400,000.00		\$69,400,000.00			
530	Samson Resources Corporation	SHARON TREMBLE DONALDSON	\$69,400,000.00		\$69,400,000.00			
542	Samson Resources Corporation	ANTONIO RICHARD MILES	\$10,000,000.00	\$5,000,000.00	\$5,000,000.00			
543	Samson Resources Corporation	SELIA TREMBLE SHAWKEY	\$69,400,000.00		\$69,400,000.00			
621	Samson Resources Corporation	RENEE WILLIAMS III, JUANITA	\$10,000,000.00	\$5,000,000.00	\$5,000,000.00			
840	Samson Resources Corporation	LAWRENCE WILLIAMS	\$33,800,000.00	\$1,500,000.00	\$32,300,000.00			
911	Samson Resources Corporation	EUGENE E WILLIAMS	\$33,800,000.00	\$3,000,000.00	\$30,800,000.00			
957	Samson Resources Corporation	ELBERT LEE MILES JR	\$10,000,000.00	\$5,000,000.00	\$5,000,000.00			
1140	Samson Resources Corporation	JACKIE DEADMON	\$33,800,000.00			\$33,800,000.00		
1141	Samson Resources Corporation	TYLONAR DEADMON	\$33,800,000.00			\$33,800,000.00		
1142	Samson Resources Corporation	REGINALD DEADMON	\$33,800,000.00			\$33,800,000.00		
1143	Samson Resources Corporation	CLIFTON DEADMON	\$33,800,000.00			\$33,800,000.00		
1144	Samson Resources Corporation	DEADMON, ANNIE RUTH LIFE ESTATE	\$33,800,000.00			\$33,800,000.00		
1217	Samson Resources Corporation	YVONNE BRYSON LEVY	\$15,900,000.00		\$15,900,000.00			
1227	Samson Resources Corporation	KENDI NARMER PAKEY BEY	\$100,000,000.00		\$100,000,000.00			
1228	Samson Resources Corporation	CURTIS L PARKER	\$100,000,000.00		\$100,000,000.00			
1272	Samson Resources Corporation	WILLIAM A PARKER	\$100,000,000.00		\$100,000,000.00			
1329	Samson Resources Corporation	LARRY DEL HIGGINS	\$52,200,000.00			\$52,200,000.00		
1422	Samson Resources Corporation	CHRIS PARKER	\$100,000,000.00		\$100,000,000.00			
1423	Samson Resources Corporation	GARY POP	\$100,000.00		\$100,000.00			
1463	Samson Resources Corporation	DENNIS FIZER	\$20,000,000,000.00	\$10,000,000,000.00	\$10,000,000,000.00			
1465	Samson Resources Corporation	ELAINE FIZER	\$20,000,000,000.00	\$10,000,000,000.00	\$10,000,000,000.00			
1474	Samson Resources Corporation	WILLIAM A PARKER	\$100,000,000.00		\$100,000,000.00			
1477	Samson Resources Corporation	RANDOLPH PARKER	\$100,000,000.00		\$100,000,000.00			
1480	Samson Resources Corporation	KAREN PARKER	\$100,000,000.00		\$100,000,000.00			
1481	Samson Resources Corporation	DIANE S JONES	\$100,000,000.00		\$100,000,000.00			
1483	Samson Resources Corporation	DARRELL PARKER	\$100,000,000.00		\$100,000,000.00			
1485	Samson Resources Corporation	CHERRIE PARKER THORTON	\$100,000,000.00		\$100,000,000.00			
1801	Samson Resources Corporation	ROBERT LEE MARTIN	\$33,800,000.00			\$33,800,000.00		
1809	Samson Resources Corporation	ERNESTINE EVANS (WATKINS)	\$91,000,000.00	\$91,000,000.00				
1811	Samson Resources Corporation	ROSA JANE DANIEL	\$100,000,000.00		\$100,000,000.00			
1932	Samson Resources Corporation	GARY J COX	\$100,000,000.00		\$100,000,000.00			
1933	Samson Resources Corporation	SHERRY COX	\$100,000,000.00		\$100,000,000.00			
1934	Samson Resources Corporation	EDNA JEAN CRISSMON	\$100,000,000.00		\$100,000,000.00			
1935	Samson Resources Corporation	JAMES COX JR	\$100,000,000.00		\$100,000,000.00			
1998	Samson Resources Corporation	REGINA R ALFORD	\$50,000,000.00		\$50,000,000.00			
1999	Samson Resources Corporation	RONALD F ALFORD	\$50,000,000.00		\$50,000,000.00			
2000	Samson Resources Corporation	ELIZABETH WHITFORD	\$50,000,000.00		\$50,000,000.00			
2001	Samson Resources Corporation	LUNINA ALFORD	\$50,000,000.00		\$50,000,000.00			
2002	Samson Resources Corporation	JEANETTE JACKSON	\$50,000,000.00		\$50,000,000.00			
2003	Samson Resources Corporation	MYRA D ALFORD	\$50,000,000.00		\$50,000,000.00			
2004	Samson Resources Corporation	GREGORY D ALFORD	\$50,000,000.00		\$50,000,000.00			
2005	Samson Resources Corporation	SANDRA M WILLIAMS	\$33,800,000.00	\$3,000,000.00	\$30,800,000.00			
2010	Samson Resources Corporation	FELICIA A FOSTER	\$50,000,000.00		\$50,000,000.00			
2086	Samson Resources Corporation	RACHEL DANIELLE FLEMING	\$33,800,000.00			\$33,800,000.00		
2197	Samson Resources Corporation	KAREN PARKER	\$100,000,000.00		\$100,000,000.00			
2259	Samson Resources Corporation	DENNIS FIZER	\$20,000,000,000.00	\$10,000,000,000.00	\$10,000,000,000.00			
2419	Samson Resources Corporation	CLIFFORD PARKER	\$100,000,000.00		\$100,000,000.00			
2443	Samson Resources Corporation	ELAINE FIZER	\$20,000,000,000.00	\$10,000,000,000.00	\$10,000,000,000.00			
2475	Samson Resources Corporation	LAWRENCE ALFORD	\$50,000,000.00		\$50,000,000.00			
2483	Samson Resources Corporation	FLOYD P ALFORD	\$23,171,528.00	\$11,578,139.00	\$15,250.00		\$11,578,139.00	\$11,578,139.00
2558	Samson Resources Corporation	GARY POP	\$100,000,000.00		\$100,000,000.00			
2649	Samson Resources Corporation	JAMES A BROWN	\$68,000,000.00	\$65,100,000.00	\$2,900,000.00			
2674	Samson Resources Corporation	GARY POP	\$100,000,000.00		\$100,000,000.00			
2685	Samson Resources Corporation	DARRELL PARKER	\$100,000,000.00		\$100,000,000.00			
2687	Samson Resources Corporation	DIANE S JONES	\$100,000,000.00		\$100,000,000.00			
2688	Samson Resources Corporation	KAREN PARKER	\$100,000,000.00		\$100,000,000.00			
2696	Samson Resources Corporation	KAREN PARKER	\$100,000,000.00		\$100,000,000.00			
2697	Samson Resources Corporation	CHRIS PARKER	\$100,000,000.00		\$100,000,000.00			
2698	Samson Resources Corporation	WILLIAM A PARKER	\$100,000,000.00		\$100,000,000.00			
2720	Samson Resources Corporation	CHERRIE PARKER THORNTON	\$100,000,000.00		\$100,000,000.00			
<b>Totals</b>			<b>\$83,945,971,528.00</b>	<b>\$40,190,178,139.00</b>	<b>\$43,455,415,250.00</b>	<b>\$288,800,000.00</b>	<b>\$11,578,139.00</b>	<b>\$11,578,139.00</b>

**Exhibit B**

**Doretha Moore Affidavit Dated May 6, 1987**

PAT WALDEN 1987

1ST TX TIP

93992

Vol. 1545 44

A F F I D A V I T

THE STATE OF OKLAHOMA  
COUNTY OF TILLMAN I

BEFORE ME, the undersigned, a Notary Public in and for the State of Oklahoma and County of Tillman, on this day personally appeared DORETHA MOORE, the undersigned, who, after having been by me duly sworn, upon her oath, according to law, deposed and said:

My name is Doretha Moore. I reside in Frederick, Oklahoma. I am a daughter of John Waldon (Walling), now deceased and a niece of Pat Walling (Waldon) deceased and Leon (Clois) Walling, also deceased.

I know of my own personal knowledge that the parties known as Pat Walling, John Walling and Leon (Clois) Walling, identified on that certain Affidavit filed in Vol. 640 at Page 422 of the Deed Records of Rusk County, Texas are one and the same as Pat Waldon, John Waldon and Leon (Clois) Waldon respectively. Pat, John and Leon (Clois) were the sons of John Walling, Sr. and Anna Hollins Walling but at some date after reaching adulthood, they each changed their surname to Waldon, which is also sometimes spelled "Walden".

That Pat Walling, Pat Waldon and Pat Walden, who lived in Wichita Falls, Texas, prior to his death, on or about the 7<sup>th</sup> day of July 1971, were one and the same person. That John Walling, John Waldon and John Walden were one and the same person and that Leon (Clois) Walling, Leon (Clois) Waldon and Leon (Clois) Walden were one and the same person.

Witness my hand at Frederick, Oklahoma this 6 day of May, 1987.

Doretha Moore  
DORETHA MOORE

SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal, this 6 day of May, A.D., 1987.

NOTARY PUBLIC IN AND FOR TILLMAN COUNTY  
OKLAHOMA

NO. 1545 45

THE STATE OF OKLAHOMA  
COUNTY OF TILLMAN

BEFORE ME, the undersigned authority, in and for the said County, Oklahoma, on this day personally appeared DORETHA MOORE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of May, 1987.

*Wesley M. Low*  
NOTARY PUBLIC IN AND FOR TILLMAN CO.  
of OKLAHOMA  
My Commission expires 3-22-89

(NOTARY TYPE, PRINT OR STAMP NAME)

THE STATE OF TEXAS, COUNTY OF RUSK. I, Helen Sillick, County Clerk of the County Court of said county, do hereby certify that the foregoing instrument of writing, with its Certificate of Authentication, was filed for record in my office on the 8 day of May, A.D. 19 87, at 10:35 o'clock A.M., in the Land Records of said County, in Volume 1545 on pages 44-45

Witness my hand and seal of County Court of said County at office in Henderson, Texas, the day and year last above written.

*Helen Sillick*  
Clerk, County Court, Rusk County, Texas.  
By M. Lintthorn Deputy

**Exhibit C**

**Title Report**

Tracts

**BOB M. LLOYD**  
ATTORNEY AT LAW

125 NORTH VAN BUREN  
HENDERSON, TEXAS 75652

January 31, 1985

TELEPHONE  
(214) 657-5533

TITLE REPORT

Mr. T. M. Hopkins  
P. O. Box 659  
Kilgore, Texas 75662

Re: 69.90 acres, Francisco Castro Survey, 5  
Abstract 4, Rusk County, Texas  
Booth-Freeman Gas Unit No. 1

Dear Mr. Hopkins:

You have requested that I make a preliminary title report as to the ownership of the royalty, overriding royalty and working interest in the above referenced tract. This report is not intended to be nor should it be construed as a title opinion but merely a preliminary review of the ownership as evidenced by the deed records in comparison with the manner in which you are presently paying royalty, overriding royalty and working interest under this tract.

This report does not commence with the sovereignty of the soil and therefore cannot be considered as a title opinion and should not be considered as such. The only purpose of this title report is to determine if there are obvious large discretions in the manner in which you are making these payments versus what appears to be the ownership.

The ownership of the oil, gas and other minerals depends to a great extent upon the heirship of Pat Waldron which is from an unsigned Affidavit, a copy of which is attached hereto and marked Exhibit "A". In setting forth what appears to be the ownership on Exhibit "B" hereof, I have relied upon the accuracy of this Affidavit of Heirship and Marital History but I assume no personal responsibility therefor. Attached hereto is Exhibit "B" which would appear to represent the record ownership of the royalty, overriding royalty and working interest together with unleased interest.

It has been called to my attention that certain royalty owners contacted you concerning the correctness of their interest. These parties are J. C. Waldron, Charlie Waldron, Clemmon Waldron, Jo Evelyn Jackson, A. C. Waldron and Murlene Lacy.

000127

THE STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, who, after being by me first duly sworn, upon their oath depose and state:

That we are familiar with the heirship and marital history of PAT WALDRON, sometimes known as WALDON.

Pat Waldron died intestate in 1926. He was married two times and two times only during his lifetime. His first wife was Laura Waldron who died intestate prior to the death of her husband. To the marriage of Pat and Laura Waldron were born the following children, to-wit:

1. Virginia (also known as Jennie) Johnson, who died intestate in 1950. She was married one time and one time only during her lifetime and then to Samuel H. Johnson, who died intestate in 1927. To the marriage of Virginia and Samuel H. Johnson were born the following children, to-wit:
  - A. Ivy. M. Toles, who is living in Galesburg, Illinois.
  - B. Alma Wilder, who is living in Galesburg, Illinois.
  - C. Samuel H. Johnson, Jr., who is living in Galesburg, Illinois.
2. Ernest Waldron (last name also known as Waldon), who died intestate in the 1950's. He was married one time and one time only during his lifetime and then to Ida Malone Waldon, who died \_\_\_\_\_ on June 23, 1959. To the marriage of Ernest and Ida Malone Waldon were born no children. Ida had eight children from a previous marriage to Alex Malone, who died intestate in 1923, to-wit:
  - A. Ledy Malone, who died \_\_\_\_\_ in 1973 in Fort Worth, Texas. She was married two times and two times only during her lifetime. Her first husband was James Lee (also known as Sandy) Holland who died after Ledy. They were divorced while

living in the Dallas/Fort Worth area. To the marriage of Ledy and James Lee Holland were born the following child, to-wit:

1. Lorenza Holland, who died \_\_\_\_\_ after Ledy. He had been married more than once and was divorced at the time of his death. He had no children.  
The second husband of Ledy Malone predeceased her in death.
- B. Taylor Malone, who died testate in 1976 while living in Terrell, Texas. He was married one time and one time only during his lifetime and then to Elmira Malone, who died testate in 1966. To the marriage of Taylor and Elmira Malone, no children were born.
- C. Clarence Malone, who is living in Terrell, Texas.
- D. Curly Malone, who is living in Terrell, Texas.
- E. Percy Malone, who is living in Terrell, Texas.
- F. Rosie Malone Smith, who is living in Terrell, Texas. She was married one time and one time only during her lifetime and then to Raymond Smith.
- G. Charlie Malone, who died intestate in 1976. He was married one time and one time only during his lifetime and then to Emmae Mae Malone, who is still living in Terrell, Texas. To the marriage of Charlie and Emmae Mae Malone were born the following children, to-wit:
  1. Charlie Leon Malone, Jr.
  2. Johnny Earl Malone.
- H. Ealy Malone, who died testate on November 5, 1980. He was married one time and one time only during his lifetime and then to Daisey Malone, who is still living in Terrell, Texas. To the marriage of Ealy and Daisey Malone were born the following children, to-wit:
  1. Rosie Velma Clark.
  2. Loretta Jones.
  3. Otis Malone.
3. Virgil Waldron, who has died. He was never married and had no children.
4. Hubert Waldron, who left home as a child and never returned or contacted the family again.
5. Pearl Wadkins, who died intestate in November 1961. She was married one time and one time only and then to Tommy Watkins, <sup>For a</sup> and <sup>is</sup> presently living in a rest home in

Beaumont, Texas. To the marriage of Pearl Wadkins and Tommy Watkins, were born the following children, to-wit:

- A. Cleopatra Bean, who is living in Beaumont, Texas.
- B. Ruth Vivian Burros, who is living in El Cerrito, California.

6. Josephine (also known as Joe Anna) Darden, who died intestate. She was married one time and one time only during her lifetime and then to Henry Darden, who died intestate sometime after his wife. To the marriage of Josephine and Henry Darden, was born the following child, to-wit:

- A. Frankie Bradford, who died intestate on July 4, 1954. She was married one time and one time only during her lifetime and then to Clifford Bradford, who died intestate December 26, 1946. To the marriage of Frankie and Clifford Bradford, were born the following children, to-wit:

1. Vernon Lachunch Bean, who is living in Kilgore, Texas.
2. Mercedes Bradford, who was formerly married to a man named Cooper and is now divorced from him. She is now living in a nursing home in Longview, Texas.
3. Henry Bradford, who is living in Houston, Texas.

7. Mary Jones, who died intestate in the 1930's or 1940's. She was married one time and one time only during her lifetime and then to John David Jones, who died intestate sometime after his wife while living in Muskogee, Oklahoma. To the marriage of Mary and John David Jones, were born the following children, to-wit:

- A. Florence Mitchell, who is living in Fort Worth, Texas.
- B. Percy Jones, who died intestate in the 1970's while living in Marshall, Texas. He was married one time and one time only during his lifetime and then to Marzella Jones, who died intestate in the 1970's after her husband. To the marriage of Percy and Marzell Jones, no children were born or adopted.
- C. Oliver Jones, who died intestate in the 1940's or 1950's while living in Seattle, Washington. He was married two times and two times only during his lifetime. His first wife was Ethel Jones from whom he was separated or divorced.

Ethel died sometime after Percy did. It is not known for sure if there were any children born to the marriage of Ethel and Oliver Jones. Oliver Jones later married another woman whose name is unknown to the affiants herein. This woman died sometime after Oliver. To the marriage of Oliver Jones and his second wife was born the following child, to-wit:

1. Marian Jones, who was known to have been living in Atlanta, Texas. She is now married and the affiants herein do not know her married name.

Mary Jones separated from her husband, John David Jones, after the birth of the above-stated three children. Mary Jones later had a child by another man, whose name is unknown, to-wit:

- D. Caudie, who died intestate before 1950. She was raised in the household of her grandfather, Pat Waldron.

8. Charlie Waldron, who died intestate in the 1930's. He was married one time and one time only during his lifetime and then to Julie Waldron, who died intestate around one year before her husband's death. To the marriage of Charlie and Julie Waldron, were born the following children, to-wit:

- A. J. C. Waldron, who is living in Houston, Texas.
- B. A. C. Waldron, who is living in Beaumont, Texas.
- C. Dora Moody, who is living in Los Angeles, California.
- D. Charlie Waldron,<sup>3c</sup> who is living in California.
- E. Clemons Waldron, who is living in Dallas, Texas.
- F. Evie Lena Waldron, who died intestate in 1947. She was never married during her lifetime; however, she did have the following children, to-wit:

1. Joe Evelyn Butler.
2. Murlene Lacy.
3. Charles Leach.

- G. Gertie B. Waldron, who died intestate in 1942 at the age of nine years.

After the death of his first wife, Laura Waldron, Pat Waldron remarried another woman Katie Baker. Pat and Katie Waldron were married prior to 1913 when they moved to the Chalk Hill, Texas area. To the marriage of Pat and Katie Waldron, no children were born or adopted.

After the death of Pat Waldron in 1926, Katie Waldron re-married a man named Will Key. To the marriage of Katie and Will Key, no children were born or adopted. Katie Key died testate on June 16, 1937.

No other children were born to or adopted by Pat Waldron.

The above information is true and correct to the best of our knowledge.

Further affiants saith not.

\_\_\_\_\_  
  
\_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1982, by \_\_\_\_\_.

My commission expires \_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1982, by \_\_\_\_\_.

My commission expires \_\_\_\_\_  
Notary Public, State of Texas

**DIVISION OF INTEREST - WALDRON TRACT**  
**69.90 ACRES, FRANCISCO CASTRO SURVEY, A-4**  
**RUSK COUNTY, TEXAS**

EXHIBIT "B"

TRACT PARTICIPATION FACTOR: .099444

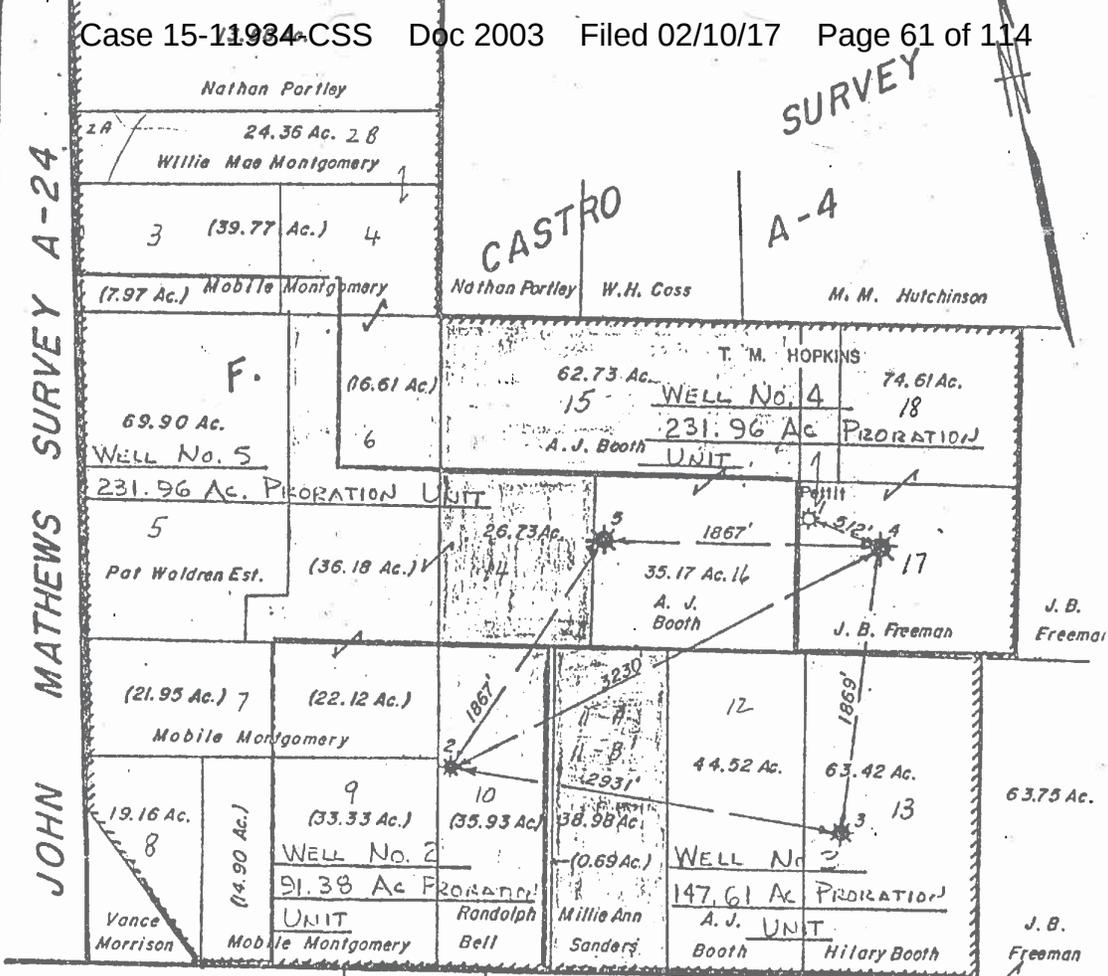
ROYALTY OWNERS	FRACTIONAL INTEREST	DECIMAL INTEREST	ROYALTY FACTOR	NEW UNIT PARTIC. FACTOR	OLD UNIT PARTIC. FACTOR
IVY H. TOLES	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
ALMA WILDER	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
SAHUEL H. JOHNSON, JR.	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
CARL J. GOODGAME (PEARL WADKINS)	1/8 X 1/2	.0625000	.125	.0007769	.0009500
VERNON LACHUNCH DEAN	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
FOSTER T. BEAN AND JOHN W. FORD (MERCEDES BRADFORD COOPER)	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
HENRY BRADFORD	1/3 X 1/8 X 1/2	.0208333	.125	.0002590	.0003090
<del>JACK H. NECKS</del> (FLORENCE MITCHELL) (PERCY JONES) (PERCY JONES)	<i>W/ a Mae Meeks 1/2</i> <i>Linda Meeks 1/4 + 1/4</i> 1/4 X 1/8 X 1/2 1/96 1/192	.0156250 .0104167 .0052083	.125 .25 .125	.0001942 .0002590 .0000647	.0004440 .0003890 .0001850
<i>John Meeks Vitrano 1/4</i>					
* J. C. WALDRON	1/6 X 1/8 X 1/2	.0104167	.1796875	.0001861	.0001580
VICTOR RICHENSTEIN	1/6 X 1/8 X 1/2	.0104167	.1796875	.0001861	.0001580
* CHARLIE WALDRON	1/6 X 1/8 X 1/2	.0104167	.1796875	.0001861	.0001580
* CLETON WALDRON	1/6 X 1/8 X 1/2	.0104167	.1796875	.0001861	.0001580
* JOE EVELYN JACKSON	1/18 X 1/8 X 1/2	.0034722	.1796875	.0000620	.0000790
WILLIE A. ROBERTS	1/5 X 10.475/69.90	.0299714	.125	.0003726	.0003860
VERDIE LefALL	1/5 X 10.475/69.90	.0299714	.125	.0003726	.0003870
JOHN H. ROBERTS	1/5 X 10.475/69.90	.0299714	.125	.0003726	.0003870
WILLIE BUTLER	1/4 X 1/5 X 10.475/69.90	.0074928	.125	.0000931	.0000970
T. H. HOPKINS	3/4 X 1/5 X 10.475/69.90	.0224786	.125	.0002794	.0002900

IRENE WILSON	1/5 X 10.475/69.90	.0299714	.125	.0003726	.0003870
TOM WORSHAM (VIRGIL WALDRON)	1/2 X 1/8 X 1/2	.0312500	.125	.0003885	.0004750
JOHNNY COLLINS (VIRGIL WALDRON)	1/4 X 1/2 X 1/8 X 1/2	.0078125	.125	.0000971	.0001187
LEE COLLINS (VIRGIL WALDRON)	1/4 X 1/2 X 1/8 X 1/2	.0078125	.125	.0000971	.0001187
SALLY BOGART FREIDLI (VIRGIL WALDRON)	1/2 X 1/8 X 1/2	.0078125	.125	.0000971	.0001188
BILL BOGART, JR. (VIRGIL WALDRON)	1/2 X 1/8 X 1/2	.0078125	.125	.0000972	.0001188
JOHN W. COSS (LORINE PORTLEY)	3.00/69.90	.0429185	.125	.0005335	.0004940
EFFIE LONG (C. KEY & A. LITTLE)	1/2 X 6.00/69.90	.0429185	.125	.0005335	.0004940
DOROTHY SMITH (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000610
MARY GONZALES (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000610
BEVERLY SPILLANE (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
MARGARET FALLIN (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
MARTHA CONDRON (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
HELEN KNABE (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
SIDNEY S. LONG (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
CATHERINE LONG (C. KEY & A. LITTLE)	1/16 X 6.00/69.90	.0053648	.125	.0000667	.0000620
BOWLES PROPERTIES, INC. & DENNIS J. BOWLES IRREVOCABLE TRUST, E. D. BOWLES, JR. TRUSTEE	1/4 - 9.00/69.96	.1212446	.125	.0015071	.0016050

TOTAL MINERAL INTEREST LEASED	.7262458	.0094028	.0105040
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UNLEASED

R. W. TURNER (ERNEST WALTON 'WALDRON')	1/8 X 1/2	.0625000	.0062153	
HUBERT WALDRON	1/8 X 1/2	.0625000	.0062153	0
MARIAN JONES	1/4 X 1/8 X 1/2	.0156250	.0015538	0
WINNIE V. ARNOLD	1/12 X 1/8 X 1/2	.0052083	.0005179	0
E. JEFFREY WHITTEN	1/12 X 1/8 X 1/2	.0052083	.0005179	0
XANTHINE PRATT	1/12 X 1/8 X 1/2	.0052083	.0005179	0
* A. C. WALDRON	1/6 X 1/8 X 1/2	.0104167	.0010359	.0001580
* HURLENE LACY	1/18 X 1/8 X 1/2	.0034722	.0003453	.0000790
CHARLES LEACH	1/18 X 1/8 X 1/2	.0034722	.0003453	0
JACK E. PRICE <i>Participated</i>	7.00/69.90	.1001432	.0099586	.0092210 — <i>Participated.</i>
SUSPENSE				.0006660
<b>TOTAL MINERAL INTEREST UNLEASED</b>		<b>.2737542</b>	<b>.0272232</b>	<b>.0101240</b>
UNDISTRIBUTED OVERRIDING ROYALTY AND WORKING INTEREST		<i>17.3611</i>	.062818	.0788160
<b>TOTAL MINERAL INTEREST</b>	<b>1</b>		<b>.0994440</b>	<b>.0994440</b>



JAMES McCLAIN

RECEIVED  
 R. R. C. OF TEXAS  
 SURVEY  
 A-19  
 KILGORE, TEXAS

T.M. HOPKINS  
 BOOTH-FREEMAN 702.91 AC. UNIT  
 WELL NO. 2,3,4,5

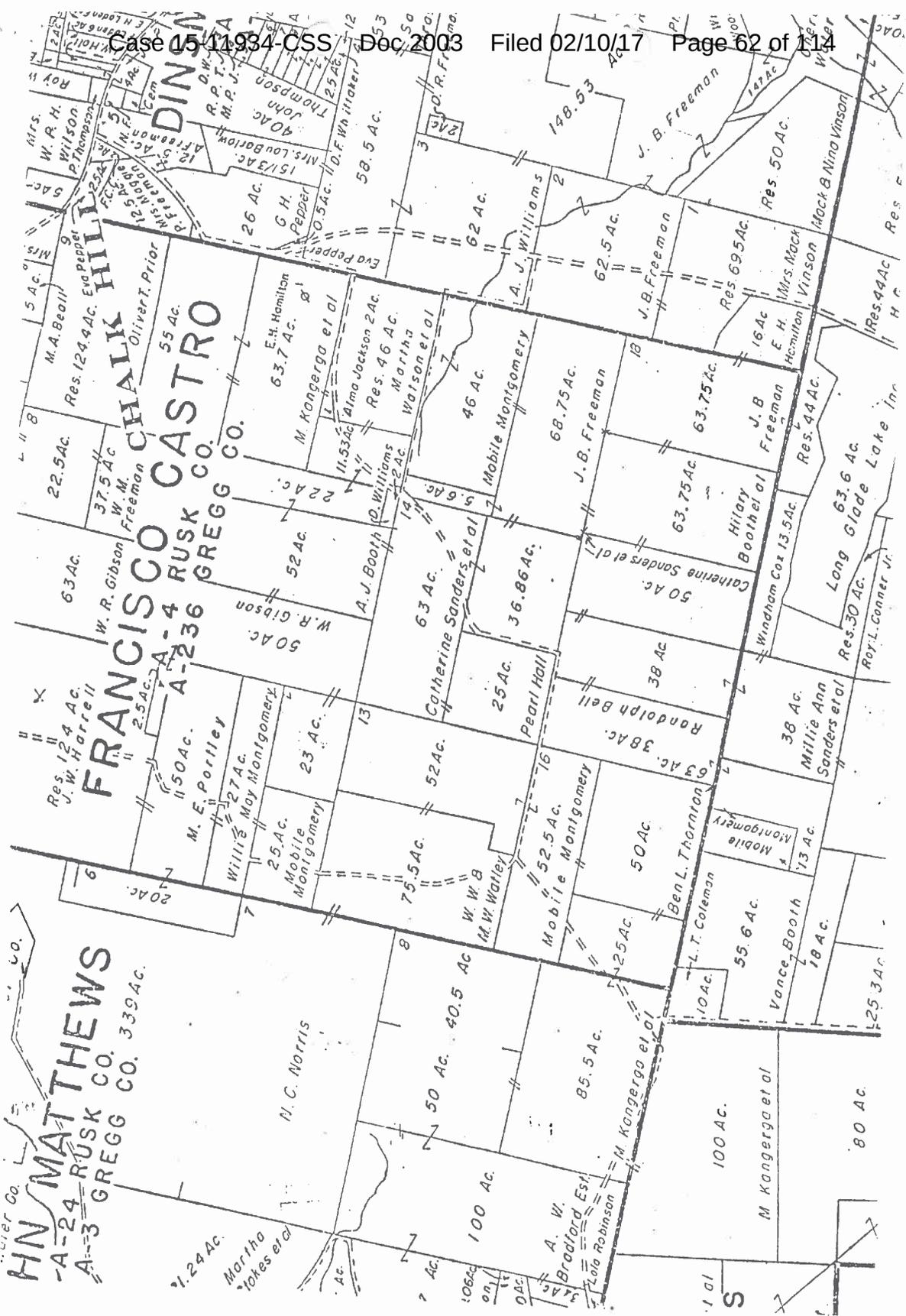
F. CASTRO SURVEY  
 RUSK COUNTY, TEXAS  
 SCALE 1" = 1000' DECEMBER, 1984

I, E. E. Perkins, Registered Public Surveyor, hereby certify that the  
 T. M. HOPKINS-Booth-Freeman has been staked on the ground as shown:

*[Signature]*  
 E. E. Perkins



HN MATTHEWS  
A-24 RUSK CO. 339 AC.  
A-3 GREGG CO.



**Exhibit D**

**1957 Lease**

## OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into this 12th day of October, 1951  
by and between

CALLIE WALLING MORRISON and husband, VANCE MORRISON; NANIE WALLING BOLDEN and husband, ROBERT BOLDEN; WILLIE MAE WALLING MONTGOMERY, a feme sole; JOHN WALLING; PAT WALLING; LSON WALLING; ZENOLIA NELSON, a feme sole; DOROTHY NELSON, a feme sole; ODELL NELSON ROBERTS and husband, WILLIE ROBERTS; CURTIS BLAKLEY; ANNER MAE COLE and husband, ALBERT COLE COLE; ERA BLAKLEY; PAT BLAKLEY; JUANITA BLAKLEY FORD and husband, ROBERT FORD; KATHRYN BLAKLEY McCLAIN and husband, WESLEY McCLAIN; RUFH BLAKLEY DANSBY and husband, \_\_\_\_\_ and husband, DANSBY; ERNESTINE BLAKLEY \_\_\_\_\_, and husband, \_\_\_\_\_; and JOHN BLAKLEY.

hereinafter called Lessor (whether one or more), and NEAL WOODS, Lessee, (whether one or more and sometimes referred to as "it", whether natural person or corporation), WITNESSETH:

1. That the Lessor, for and in consideration of \_\_\_\_\_

TEN and NO/100 \_\_\_\_\_ DOLLARS (\$ 10.00 ),

cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let exclusively unto the said Lessee, its successors, and assigns, the land hereinafter described, with the exclusive right of exploring for mineral indications, and to employ therein the Torsion Balance, Seismograph, or other device or method, and with the right of operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, sulphur and other minerals, with rights of way and easements for pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products, and housing and boarding employees, and any and all other rights and privileges necessary, incident to, or convenient for the economical exploration, development and

operation of said land for oil, gas, casinghead gas, casinghead gasoline, sulphur, and other minerals; said land being situated in the County of \_\_\_\_\_

## Rusk

State of Texas and more particularly described as follows:

Twenty-Five (25) acres more or less out of the Francisco Castro Survey, Rusk County, Texas, and specifically described as follows:  
BEGINNING at the SW Corner of the Francisco Castro Survey, Rusk County, Texas;  
THENCE N 10 E. 470 $\frac{1}{2}$  vrs, a stake from which a Red Oak S 37 $\frac{1}{2}$  degrees E. 3 vrs. a Post Oak N. 37 $\frac{1}{2}$  W. 4 vrs.;  
THENCE S 80 E. 300 vrs. a stake in field;  
THENCE S 10 W. 470 $\frac{1}{2}$  vrs a stake in S.B.L. of said Castro Survey, a Black Jack bears S. 1 vrs.;  
THENCE N 80 W 300 vrs. to beginning, containing in all 25 acres of land, more or less, and being the same tract excepted from the deed from Anna Walling to B. F. Lewis, dated November 2, 1904

and for rental paying purposes and all other purposes of this lease estimated to contain 25 acres, but this lease shall cover and include all land owned or claimed by Lessor, by limitation or otherwise, contiguous to or forming a part of the land described or referred to above, whether the same be more or less than the estimated acreage and whether such land be in the same or adjoining surveys. Lessor hereby acknowledges that this is a lease in gross and not by the acre and the bonus money paid and the rentals and royalties provided for herein shall be effective to cover all such lands irrespective of the number of acres actually contained therein.

2. It is agreed that this lease shall remain in force for a term of ten (10) years from this date (hereinafter called "primary term") and as long thereafter as oil, gas, sulphur or other minerals or any of them is produced from said land by Lessee or any of the obligations or conditions hereinafter specified in Res of production are fulfilled.

3. In consideration of the premises, and as royalties hereunder, the said Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, free of cost, in the pipe line to which it may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from said leased premises. Lessee may from time to time purchase any such royalty oil in its possession, paying the market price therefor prevailing on the date of purchase for the field where produced.

(b) To pay Lessor for all gas (whether casinghead gas or other gaseous substance) including condensate (sometimes called "distillate" or "natural gasoline") produced and saved from said land the following:

(1) On gas in its natural state or otherwise, sold, or utilized off the premises for purposes other than in the manufacture of gasoline or other products therefrom, the market price at the well of 1/8th of the gas so sold or utilized; provided that on gas sold at the well, the royalty shall be calculated at 1/8th of the amount realized from such sale at the mouth of the well;

see pg 2

(2) Gas and condensate shall be sold by ordinary field type separators at the well, and if not sold or utilized on the premises, 1/8th of the market price at the well of the condensate so sold or utilized; and if, as a practical and economical lease operation, condensate may be recovered in commercial quantities through field type separators, then Lessee agrees to install and operate same except where the provisions of the following Subparagraphs (3) or (4) are applicable:

(3) On gas in its natural state or otherwise, sold for use in the extraction or manufacture of gasoline or other products therefrom 1/8th of the net amount received by Lessee from such sale;

(4) On gas used by Lessee itself for the recovery, manufacture or extraction therefrom of condensate, gasoline or other liquid hydrocarbons recovered, extracted or manufactured, and 1/8th of the net proceeds derived from the sale of such condensate, gasoline and other liquid hydrocarbons so recovered, extracted or manufactured, and 1/8th of the market price at the outlet side of such plant of any residue gas remaining after the recovery, extraction or manufacture of said products and sold at the outlet side of such plant, or utilized by Lessee on the leased premises. Said net proceeds derived from the sale of the condensate, gasoline and other liquid hydrocarbons shall be determined by deducting from the sales price received from such products the actual cost of transportation of the gas to the plant, together with the actual cost of recovery, extraction or manufacture of such recovered, manufactured or extracted products. The amount of condensate, gasoline and other liquid hydrocarbons recovered, extracted or manufactured by Lessee in any such gasoline or other manufacturing plant, from the gas produced from the premises leased herein, as well as the amount of residue gas remaining upon which Lessor's royalty shall be paid shall be determined in a manner commonly recognized and used in the oil and gas industry. Nothing herein shall be construed as obligating the Lessee to extract, manufacture or recover condensate, gasoline or other liquid hydrocarbons in any gasoline or other manufacturing plant.

(5) While gas or condensate from a gas well is not sold or utilized off the premises Lessee may pay or tender to Lessor or to the credit of Lessor in the depository Bank named below, at the rate of \$200.00 per year, payable quarterly, and due on or before the last day of each quarter for such time as said gas or condensate is not sold or utilized off the premises, and upon such payment by Lessee to Lessor it will be considered that gas is being produced from said land. If gas or condensate from any gas well is not sold or utilized off the premises for a period of three (3) months or more after the completion of such well, it is agreed that for the purposes of the payments above referred to the quarterly period shall commence on the date of completion of such well; and if, at any time after gas or condensate has been sold or utilized off the premises from such well, the sale of gas or condensate or the use thereof off the premises, shall cease for a period of three (3) months or more such quarterly periods shall commence on the date the last gas or condensate was sold from such well or used off the premises. When the sale of gas or condensate, or the use thereof off the premises is first commenced from any well, or is resumed after being discontinued, no such payments shall be due or payable for the quarterly period in which such sale or use of said gas or condensate is commenced or resumed.

(c) To pay to the Lessor as royalty the sum of One Dollar (\$1.00) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election.

4. Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository; and any payment, tender or deposit under this lease may be made jointly to any adverse claimants of the same interest, or to claimants whose interests are indefinite or undetermined in amount.

5. All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions: One-eighth by Lessor and seven-eighths by Lessee.

6. If drilling operations are not commenced on said land on or before one year from the date hereof this lease shall then terminate as to both parties,

unless Lessee shall pay or tender to Lessor or to the credit of Lessor in LONGVIEW NATIONAL

Bank at Longview, Texas (which bank is Lessor's agent)

the sum of Twenty-Five and no/100 Dollars (\$ 25.00)

(hereinafter called "rental"), which shall extend for twelve months the time within which drilling operations may be commenced. Thereafter, annually, in ~~the~~ and upon the payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rentals, or shut-in gas royalties, in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. In the event of the death of any person entitled to rentals, or shut-in gas royalties, hereunder, Lessee may pay or tender such rentals, or shut-in gas royalties, to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with satisfactory evidence to it as to the heirs or devisees of the deceased and that all debts and taxes of the estate have been paid. If such bank (or any successor bank) should fail, liquidate or refuse to accept rental deposits hereunder, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing, duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the rights and privileges granted to the date when said rental is payable as aforesaid, but also Lessee's option of extending the period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations of this lease as to the acreage surrendered. Thereafter the rentals and all other payments hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

7. If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date after the expiration of sixty (60) days from the abandonment of such dry hole, commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, and the well or wells on the leased land, or upon the lands with which the leased land, or part thereof, may be pooled or unitized, becomes incapable of further production of any and all such products, this lease shall not be terminated thereby if Lessee commences reworking operations or additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, after the expiration of sixty (60) days from the time such well or wells becomes incapable of further production as aforesaid, or fulfills any of the obligations herein provided for in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land but Lessee is then engaged in drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur, or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

8. The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold.

9. The rentals, royalties and any other payments provided for herein are based upon the full fee simple ownership of the land herein described, or of the oil, gas and other minerals in and under said land. Without impairment of Lessee's rights under the warranties herein, it is agreed that if Lessor owns an interest in said land, or in said oil, gas and other minerals, less than the entire fee simple estate (whether such lesser interest is expressly stipulated herein or not), then the rentals and royalties and any other payments to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce the rentals provided for hereunder shall not impair the right of Lessee to reduce the royalties and other payments. Any non-participating or other outstanding royalty interest shall be deducted from the royalties herein provided for and shall not be paid in addition thereto.

10. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

11. When required by Lessor, Lessee shall bury its pipe lines below plow depth.

12. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor.

13. Lessee shall pay for damages caused by its operations to growing crops on said land.

14. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

15. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, assigns, but notwithstanding any actual or constructive knowledge or notice thereof, to Lessee, no change or division in the ownership of the lands, royalties, delay rentals, or other monies which may become due and payable hereunder shall be binding upon the owner of this lease until the actual receipt by such lease owner of written notice thereof, and until the transfers or assignments, in the event such division or change is accomplished in that manner, have been properly filed for record in the records of the county where the land lies, and copies thereof certified by the County Clerk, or the originals showing the County Clerk's certificate of record, shall have been delivered to the then record owner of this lease, or of the portion or portions thereof to which such transfers or assignments apply; said notice and copies or originals of the instruments hereinabove or hereinafter mentioned, to be delivered to such record owner at his or its principal place of business. In the event such change or division in ownership is accomplished by will or devise or by judgment of a court or is established by or dependent upon probate or other court proceedings of any kind, certified

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copy of this lease shall be binding upon said lease owner. Any payment of rentals, royalties or other amounts payable hereunder shall be made to the holder of this lease and proper proof of change or division in ownership as above provided for shall fully protect Lessee against the claims of the new owner or claimant, even though payment is made prior to the actual due date thereof. And it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental. If Lessee, or any assignee of Lessee, assigns this lease, either in whole or in part, Lessee or any assignee of Lessee shall be relieved of all obligations hereunder with respect to the assigned portion or portions arising subsequent to the date of assignment.

16. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessee, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. Lessee is hereby given the power and right, as to all or any part of the land described herein and as to any one or more of the formations thereunder and the minerals therein or produced therefrom, at its option and without Lessor's joinder or further consent, to at any time, and from time to time, as a severing power and right, either before or after production, pool and unitize the leasehold estate and the Lessor's royalty estate created by this lease with the rights of third parties, if any, in all or any part of the land described herein and with any other land, lands, lease, leases, mineral and royalty rights, or any of them adjacent, adjoining or located within the immediate vicinity of this lease, whether owned by Lessee or some other person, firm or corporation, so as to create by such pooling and unitization one or more drilling or production units, when in Lessee's judgment it is necessary or advisable to do so in order to comply with the rules and regulations of the Railroad Commission of Texas or other lawful authority, either Federal or State, having jurisdiction in the premises, or when to do so would, in the judgment of Lessee, promote the conservation of oil, gas and other minerals. Each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to additionally include any other formation or formations and any other mineral or minerals therein or produced therefrom. Likewise, when such unit is created with a recited acreage of less than the maximum acreage hereinafter specified (including the acreage tolerance provided for), such unit may from time to time be enlarged and extended by Lessee to additionally include acreage so long as the total does not exceed the maximum so specified. Each such drilling or production unit shall not exceed 40 acres, plus an acreage tolerance not to exceed ten per cent (10%) of 40 acres, when created for the purpose of drilling for or producing oil therefrom and 640 acres, plus an acreage tolerance not to exceed ten per cent (10%) of 640 acres, when created for the purpose of drilling for or producing gas, condensate (sometimes called "distillate"), or any combination of such minerals therefrom; provided, however, if the maximum drilling or production unit fixed or allowed by the Texas Railroad Commission or other regulatory authority, Federal or State, having jurisdiction in the premises, as a basis for the development and operation of or the production from the field in which the above described land is located, be more or less than said maximum, then, in either such event, each such unit created hereunder shall not exceed the maximum so prescribed or permitted and in force in the field at the time such unit is created, plus an acreage tolerance not to exceed ten per cent (10%) of such maximum. As to each such unit so created by Lessee, there shall be allocated to the acreage covered by this lease, and included in the pooled unit, such portion of the production (oil, gas, condensate or other minerals) from said unit as the number of acres out of this lease placed in any such unit, as such unit from time to time may be constituted, bears to the total number of acres included in such unit, and Lessor agrees to accept and shall receive the royalties (shut-in or other kind) elsewhere specified in this lease, based upon the production so allocated to this lease or the proceeds therefrom. It is specially agreed in this connection that the number of acres in this entire lease shall be taken as the number hereinafter set forth whether the actual acreage be more or less, until and unless an actual survey made by or on behalf of Lessee discloses a lesser or greater amount of acreage, in which event such surveyed acreage shall control for the purposes of this pooling provision. The commencement, drilling, completion, reworking of or production from a well on any portion of the unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, completed, reworked or producing on the land embraced by this lease. Lessee may place and use on each unit created hereunder common measuring and receiving tanks for production from such unit. If Lessee does create any such unit or units under the rights herein granted, then Lessee shall execute in writing and record in the county or counties in which each such unit or units created hereunder may be located an instrument identifying and describing each such unit or units so created. It is agreed in this connection, however, that if, at the time of the execution of this lease by any of the undersigned as Lessor, any such drilling and production unit or units has or have already been created by Lessee or its predecessor in title, either acting singly or jointly with others, in conformity with the terms and provisions hereinabove set out, covering all or any part of the land described in and covered by this lease, no further declaration or supplemental declaration creating such drilling and production unit or units or ratifying the creation of such unit and adopting, the same shall be required; and any such unit heretofore created is hereby adopted, ratified and confirmed, and this instrument as to the creation of any such drilling and production unit shall be retroactively effective as of the date of creation thereof. The development of and production from each such unit shall be in accordance with the valid orders, rules and regulations of the Texas Railroad Commission or other lawful authority, either Federal or State, having jurisdiction in the premises. The provisions of this paragraph shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. It is agreed, however, that all rights accruing by reason of these pooling provisions or the declaration of a unit or units hereunder shall automatically terminate as to any tract or interest on which this lease finally terminates, whether by release by Lessee or otherwise. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom, Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the county or counties in which such unit may be located, an instrument identifying, describing and dissolving such unit.

18. This lease shall not be terminated or be subject to cancellation or forfeiture in whole or in part and the Lessee shall not be held liable in damages in the event of any failure or delay of Lessee incident to compliance with the terms, provisions, conditions, limitations, or covenants of this lease, whether express or implied, if such failure or delay result directly or indirectly from compliance with, or in obedience to, any Federal or State law, executive order, rule or regulation or because of any interference flowing from war or other causes beyond the control of Lessee whether similar or dissimilar to those just stated. After production has been had, if the Lessee is unable to produce or market at the wells any products from the leased premises by reason of any of the above causes, then during any such period or periods this lease shall nevertheless remain in full force and effect; provided nothing herein shall impair the right of the Lessee to keep this lease in force and effect by the payment of the fixed royalty provided for herein where gas from gas wells is not sold, or utilized off the premises.

19. This lease shall be valid and binding on all parties named herein as Lessor who may sign same regardless of whether or not this lease is executed by all parties named herein as Lessor or by all owners of the minerals in above described land or by other parties at interest.

20. Notwithstanding any provision herein to the contrary, this lease shall be effective as to each individual signing the same although not signed by all of the parties herein named Lessor.

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

Callie Walling Morrison  
CALLIE WALLING MORRISON

Dance Harri  
VANCE MORRISON

Nanie Walling Bolden  
NANIE WALLING BOLDEN

Robert Bolden  
ROBERT BOLDEN

Willie Mae Walling Montgomery  
WILLIE MAE WALLING MONTGOMERY

John Walling  
JOHN WALLING

✓ Pat Walling  
PAT WALLING

Leon Walling  
LEON WALLING

Zenolia Nelson  
ZENOLIA NELSON

Dorothy Nelson  
DOROTHY NELSON

Odell Nelson Roberts  
ODELL NELSON ROBERTS

Willie Roberts  
WILLIE ROBERTS

CURTIS BLAKLEY

Anna Mae Cole  
ANNE MAE COLE

Willie Mae Walling Montgomery  
Nanie Walling Bolden

*Max Blakley*  
\_\_\_\_\_

*Era Blakley*  
ERA BLAKLEY

*Pat Blakley*  
PAT BLAKLEY

*Juanita Blakley Ford*  
JUANITA BLAKLEY FORD

*Robert Ford*  
ROBERT FORD

*Kathryn McClain*  
KATHRYN BLAKLEY McCLAIN

*Wesley McClain*  
WESLEY McCLAIN

\_\_\_\_\_  
RUTH BLAKLEY DANSBY

\_\_\_\_\_  
ERNESTINE BLAKLEY

\_\_\_\_\_  
JOHN BLAKLEY

THE STATE OF TEXAS :

COUNTY OF RUSK :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VANCE MORRISON and CALLIE WALLING MORRISON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purpose and consideration therein expressed, and the said CALLIE WALLING MORRISON, wife of the said VANCE MORRISON having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said CALLIE WALLING MORRISON acknowledged such instrument to be her act and deed, and she 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 12 day of October, A.D. 1957.



G. W. Sharpe  
Notary Public, Rusk County, Texas

THE STATE OF TEXAS :

COUNTY OF DALLAS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT BOLDEN and NANIE WALLING BOLDEN, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said NANIE WALLING BOLDEN wife of the said ROBERT BOLDEN having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said NANIE WALLING BOLDEN acknowledged such instrument to be her act and deed, and she 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 7 day of October, A.D. 1957



James W. [Signature]  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS :

COUNTY OF RUSK :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIE MAE WALLING MONTGOMERY, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of October, A. D. 1957.



[Signature]  
Notary Public, Rusk County, Texas

THE STATE OF TEXAS :

COUNTY OF WICHITA :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PAT WALLING, 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 4 day of Oct., A.D. 1957.



Aubrey L. . . .  
Notary Public Wichita County  
My Commission Expires  
6-1-58  
My Commission Expires  
6-1-59

Aubrey L. Stiles  
Notary Public, Wichita County, Texas

STATE OF Texas :

COUNTY OF Gregg :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN WALLING, 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 11<sup>th</sup> day of October, A. D. 1957.



Jessie Mae Allen  
Notary Public, Gregg County,  
Texas

THE STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEON WALLING, 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 14 day of October A. D. 1957.



[Signature]  
Notary Public, Dallas County, Texas.

THE STATE OF TEXAS :  
COUNTY OF RUSK :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11 day of October A.D. 1957.

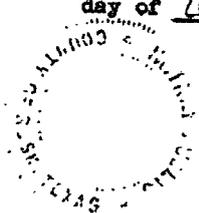


[Signature]  
Notary Public, Rusk County, Texas.

THE STATE OF TEXAS :  
COUNTY OF RUSK :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of October A.D. 1957.



[Signature]  
Notary Public, Rusk County, Texas.

THE STATE OF TEXAS :  
COUNTY OF WICHITA :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIE ROBERTS and ODELL NELSON ROBERTS, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said ODELL NELSON ROBERTS, wife of the said WILLIE ROBERTS having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ODELL NELSON ROBERTS acknowledged such instrument to be her act and deed, and she 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 16<sup>th</sup> day of October A.D. 1957.

W. H. E. Nelson  
Notary Public, Wichita County, Texas  
W. H. E. Nelson

THE STATE OF TEXAS :  
COUNTY OF ECTOR :

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared CURTIS BLAKLEY 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1957.

\_\_\_\_\_  
Notary Public, Ector County, Texas

THE STATE OF TEXAS :  
COUNTY OF RUSK :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Albert Cole and ANNER MAE COLE, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said ANNER MAE COLE, wife of the said Albert Cole having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ANNER MAE COLE acknowledged such instrument to be her act and deed, and she 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 11<sup>th</sup> day of Oct A.D. 1957.

\_\_\_\_\_  
Notary Public, Rusk County, Texas

THE STATE OF TEXAS :  
COUNTY OF GREGG :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ERA BLAKLEY 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 11<sup>th</sup> day of October A.D. 1957.

Olga H. Lapin (Olga H. Lapin)  
Notary Public, Gregg County, Texas

THE STATE OF TEXAS :  
COUNTY OF Gregg :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PAT BLAKLEY 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 2<sup>nd</sup> day of October A.D. 1957.

Estelle B. Loyd (Estelle B. Loyd)  
Notary Public, Clay County, Texas

THE STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT FORD and JUANITA BLAKLEY FORD, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said JUANITA BLAKLEY FORD, wife of the said ROBERT FORD having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said JUANITA BLAKLEY FORD acknowledged such instrument to be her act and deed, and she 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 12<sup>th</sup> day of October A.D. 1957.

James W. Wick  
Notary Public, Dallas County, Texas

THE STATE OF TEXAS :  
COUNTY OF GREGG :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WESLEY McCLAIN and KATHRYN BLAKLEY McCLAIN, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said KATHRYN BLAKLEY McCLAIN, wife of the said WESLEY McCLAIN having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said KATHRYN BLAKLEY McCLAIN acknowledged such instrument to be her act and deed, and she 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 11<sup>th</sup> day of October A.D. 1957.



*Jerdin Mac Allen*  
Notary Public, Gregg County, Texas.

THE STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and RUTH BLAKLEY DANSBY, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said RUTH BLAKLEY DANSBY, wife of the said \_\_\_\_\_ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said RUTH BLAKLEY DANSBY acknowledged such instrument to be her act and deed, and she 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

\_\_\_\_\_  
Notary Public

THE STATE OF COLORADO :

COUNTY OF ARAPAHOE :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and ERNESTINE BLAKLEY \_\_\_\_\_ his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said ERNESTINE BLAKLEY \_\_\_\_\_ wife of the said \_\_\_\_\_ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ERNESTINE BLAKLEY \_\_\_\_\_ acknowledged such instrument to be her act and deed, and she 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

Notary Public, Arapahoe County, Colorado

THE STATE OF CALIFORNIA :

COUNTY OF LOS ANGELES :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN BLAKLEY 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1957.

Notary Public, Los Angeles County, California

ENDORSEMENT: OIL, GAS & MINERAL LEASE  
FROM: CALLIE WALLING MORRISON, ET AL TO: NEAL WOODS  
FILED FOR RECORD ON THE 5 DAY OF FEB. A.D. 19 58 AT 9:40 A. M  
ROY B. COLE, COUNTY CLERK, RUSK COUNTY, TEXAS, BY: EARL YOUNG DEPUTY  
RECORDED THIS THE 10 DAY OF FEB. A.D. 19 58 AT 11:30 A. M  
ROY B. COLE, COUNTY CLERK, RUSK COUNTY, TEXAS, BY: J. McCARTER DEPUTY

**Exhibit E**

**Pat Waldon Heirship Affidavit Dated September 1, 1971**

*Property*

1971

VOL. 1545 46

93993

Vol. 1104 PAGE 490

*Pat Waldon Estate  
et al*

*Aff. Heir.  
9742*

THE STATE OF TEXAS  
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, on this day personally appeared Jack Green and Willie E. Roberts, known to me to be credible persons, being by me duly sworn, upon oath say as follows, to-wit:

That they were personally and well acquainted with Pat Waldon and his wife, Catherine B. Waldon, during their lifetime, that they lived together as husband and wife until the death of the said Pat Waldon; that neither of the said parties were ever married before they were married to each other; that no child or children were born of said marriage and no child or children were adopted by him, them or either of them during said marriage. That the said Pat Waldon departed this life in Wichita Falls, Wichita County, Texas, on or about 4 July, 1971, intestate, leaving his wife Catherine B. Waldon his only surviving heir at law. That there was no administration on the estate of Pat Waldon and no necessity therefor.

That Catherine B. Waldon departed this life in Wichita Falls, Wichita County, Texas, intestate, on or about the 28th day of August, 1971.

That Daisy Brothers Reed, mother of Catherine B. Waldon died in October, 1938, leaving surviving her the following children, to-wit: Randolph A. Parker and Catherine B. Waldon.

That Tom Bradford, father of Catherine B. Waldon, died 20 December, 1970, leaving one (1) child, the said Catherine B. Waldon his sole surviving heir at law.

That Randolph A. Parker is the sole and only surviving heir at law of the said Catherine B. Waldon, deceased.

That to Affiant's best knowledge and belief, the said Catherine B. Waldon owned the following described property, to-wit:

Lot No. Twenty Six (26) in Block No. Sixteen (16) of Bateson's Second Addition to the City of Wichita Falls, Wichita County, Texas.

Part of Lot Twenty Five (25) in Block No. Sixteen (16) of Bateson's Second Addition to the City of Wichita Falls, Wichita County, Texas.

Beginning at the South West corner of said Lot No. Twenty

no. 1545 47

no. 1104 REC 491

Five, said corner being in the North Boundary Line of Welch Street; THENCE East with the South line of said Lot Twenty Five (25), a distance of 90.0 feet to the South East corner of said Lot No. Twenty Five (25) THENCE North with the East line of said Lot Twenty Five (25), a distance of 3.53 feet to a point in the South Right of Way line of proposed U.S. Hwy 297 Business Route; THENCE, Northwesterly along the South Right of Way line a distance of 69.12 feet to a point in the West line of said Lot No. Twenty Five (25); THENCE South with the West line of said Lot No. Twenty Five (25), a distance of 51.26 feet to the place of beginning.

Said property containing 1370.0 square feet more or less.

Lots No. Two and Three (2 & 3) in Block 9 of the Grand and Baller Addition to the City of Wichita Falls, Wichita County, Texas.

That there was no administration on the estate of Catherine

B. Maldon and no necessity therefor.

*Jack Green*  
JACK GREEN

*Willie E. Roberts*  
WILLIE E. ROBERTS



SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal, this 31st day of August, A.D. 1971.

*Marguerite Peters*  
Marguerite Peters, NOTARY PUBLIC  
Wichita County, Texas

THE STATE OF TEXAS,  
COUNTY OF WICHITA

BEFORE ME, the undersigned, a Notary public in and for said County and State, on this day personally appeared JACK GREEN and WILLIE E. ROBERTS known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of August, A.D. 1971.



*Marguerite Peters*  
Marguerite Peters, NOTARY PUBLIC  
Wichita County, Texas

Filed for Record *Sept. 1* A.D. 1971 at 11:00 o'clock *AM*  
Recorded *Sept. 15* A.D. 1971 at 2:30 o'clock *AM*  
DORA DAVIS, Clerk, County Court  
Wichita County, Texas  
By *Mary Dee Tracy* Deputy

**Exhibit F**

**Corrected Affidavit for Randolph A. Parker and William A. Parker Dated May 16, 2012**

**CORRECTED AFFIDAVIT FOR  
RANDOLPH A. PARKER and WILLIAM A. PARKER**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RUSK

§

BEFORE ME, the undersigned authority, on this the 16 day of MAY,

2012, day personally appeared Diane S. Jones, who, after being duly sworn, stated the following:

"My name is Diane S. Jones. My address is 4351 Telfair Blvd., Apt. G101, Camp Springs, Maryland, 20746. I am 49 years of age.

"I have personal knowledge of the facts stated in this Affidavit and the facts stated herein are true and correct.

"I was born December 26, 1962. I am a grandchild of Randolph A. Parker, who died September 9, 1996, and am well aware of the facts stated in this Affidavit. There was an incorrect affidavit filed August 30, 2010, recorded in Volume 3033, Page 65, Official Records of Rusk County, Texas, regarding my grandfather's heirship. This affidavit stated that he had only one child, William A. Parker, who predeceased my grandfather, which is a correct statement, but then the affidavit continues that the only child of William A. Parker was a son by the same name, William A. Parker, who resided in Elk Grove, California. The truth is that my father, William A. Parker, had eleven children during his lifetime. William A. Parker had three children, born to a woman, not his wife, whose name is currently Crystal Kincade (her full name at the time of the births is unknown to Affiant). These three children were:

1. Chris Parker, born in 1959, whose present address is unknown.
2. William A. Parker, born January 20, 1960, of P.O. Box 580236, Elk Grove, California 95758.



TRUE AND CORRECT COPY  
OF ORIGINAL  
FILED IN RUSK  
COUNTY CLERK'S OFFICE.

3. Cherrie Parker Thorton, born October 27, 1961, of 7136 Trousdale Pl., Stockton, California 95207.

William A. Parker had seven children born to his marriage with Affiant's mother, Carol A.

Parker. The seven children born to this marriage were:

1. Curtis L. Parker, born November 20, 1961, of 2207 Jones Street, Apartment 327, Omaha, Nebraska 68102.
2. Diane S. Jones, Affiant herein, born December 26, 1962, of 4351 Telfair Blvd., Apartment G101, Camp Springs, Maryland 20746.
3. Kenneth E. Parker, born January 26, 1967, of 951 Queen Anne Lane, Beaumont, California 92223.
4. Karen Parker, born January 26, 1967, of 703 Western Avenue, Santa Maria, California 93458.
5. William A. Parker, born February 20, 1972, of 4002 Highway 78, Suite 530, #106, Snellville, Georgia 30039.
6. Clifford O. Parker, born April 15, 1976, of 713 N. E. St., Apt. 6, Lompoc, California 93436.
7. Randolph Parker, born September 15, 1979, of 1931 W. Sonora Street, Stockton, California 95203.

William A. Parker had one child whose mother is unknown to Affiant, the child being born during the marriage to Affiant's mother, Carol A. Parker, but not of this marriage. This child was:

1. Gary Pop, born in 1967, and whose address is unknown.

My grandfather did not leave a will.

  
Diane S. Jones



STATE OF MARYLAND §

COUNTY OF PG §

BEFORE ME, the undersigned authority, on this day personally appeared Diane Sharell Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, upon oath declared that the statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this the 14 day of May, 2012, to certify which witness my hand and seal of office.

  
NOTARY PUBLIC, STATE OF MARYLAND  


ANGELA R. SHORT  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 18, 2015

STATE OF TEXAS COUNTY OF RUSK  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Rusk County, Texas as stamped hereon by me.  
OFFICIAL PUBLIC RECORDS

FILED FOR RECORD  
Jun 01, 2012 11:37A  
JOYCE LEWIS-KUGLE,  
COUNTY CLERK  
RUSK COUNTY, TEXAS

Jun 01, 2012 11:37A  
JOYCE LEWIS-KUGLE, COUNTY CLERK  
RUSK COUNTY, TEXAS

By:  
Salene Turner  
DEPUTY

CORRECTED AFFIDAVIT OF RANDOLPH A. PARKER AND WILLIAM A. PARKER  
\\9medserv2\company\Documents\Clients\Jones, Diane 6210\Corrected Affidavit.wpd - Page 3

 TRUE AND CORRECT COPY  
OF ORIGINAL  
FILED IN RUSK  
COUNTY CLERK'S OFFICE.

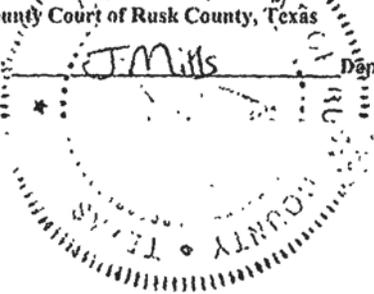
THE STATE OF TEXAS:

COUNTY OF RUSK: I, JOYCE LEWIS KUGLE, County Clerk of Rusk County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of the original instrument filed in this office on the 1 day of June A.D. 2012, at 11:37 o'clock A M, as the same appears of record in Vol. 3144 Page 172 thru Page 174 of the Official Public Records of Rusk County, Texas.

Given Under My Hand and Seal of Office this 3 day of July A.D. 2012.

JOYCE LEWIS KUGLE, County Clerk of the County Court of Rusk County, Texas

By: J. Mills Deputy



**Exhibit G**

**Oct. 17, 2016, Hearing Transcript**

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF DELAWARE

- - - - - x

In the Matter of:

SAMSON RESOURCES CORPORATION,

CASE NO. 15-11934 (CSS)

ET AL,

Debtors.

- - - - - x

United States Bankruptcy Court

824 North Market Street

Wilmington, Delaware

October 17, 2016

10:27 AM

B E F O R E :

HON. CHRISTOPHER S. SONTCHI

U.S. BANKRUPTCY JUDGE

ECR OPERATOR: LESLIE MURIN

1 able to find is on the 25 acres.

2 MS. JONES: Yes, up to that point.

3 Okay. So the next set of documents --

4 THE COURT: The next thing I'm seeing is an  
5 assignment.

6 MS. JONES: Yes. Uh-huh. According to that, the  
7 oil and gas lease in 1957, Neil Woods was the lessor or  
8 lessee, how do you name.

9 MR. POP: Lessee.

10 MS. JONES: He was a lessee, so we found this  
11 assignment associated with that lease, and I highlighted it  
12 down at the bottom, oil and gas and mineral lease dated  
13 October 1, 1957, so we're thinking, okay, this has got to be  
14 at least associated with that at some point. We don't know  
15 if it's still the current lease, but at some point it was.

16 The following documents are now things that we  
17 begin to see that raised more red flags for us, made us more  
18 confused and more concerned. Because this one it says oil  
19 and gas mineral lease and the writing is so small, you need  
20 a magnifying glass, but it's dated July 2001 between Zantin  
21 Pratt (ph), lessor and then in the middle where I've  
22 highlighted, being 69.9 acres of land more or less, a part  
23 of Block No. 13.

24 THE COURT: I don't know where you are, I'm sorry.

25 MS. JONES: It's highlighted, the third paragraph.

1 THE COURT: Talking about --

2 MR. POP: You skipped here, you skipped here.

3 MS. JONES: Oh, I'm sorry.

4 MR. POP: You need to go there first.

5 MS. JONES: Yeah, I skipped too many pages.

6 After the assignment, the next document was Pat  
7 Walding's estate.

8 THE COURT: All right.

9 MS. JONES: The State of Texas, Gregg, that Henry  
10 Walling, I highlighted that.

11 THE COURT: Yeah.

12 MS. JONES: And then I highlighted the date,  
13 November 1st, 1910 is when it began.

14 THE COURT: Uh-huh.

15 MS. JONES: He began paying for this. I  
16 highlighted his name, Pat Waldan. And then Pat Waldan, I  
17 highlighted that, Rusk County, Texas, and the very last  
18 sentence, 75 and a half acres of land, it looks like. So we  
19 started thinking there's more land involved with the  
20 Wallings associated with us than the 25 acres, because this  
21 is now talking about 75 acres, 75 and a half acres of land.

22 Okay. Then the next document after that is where  
23 I was at when I lost you, I'm sorry.

24 THE COURT: That's all right.

25 MS. JONES: And we saw this oil and gas mineral

1 lease in the third paragraph I highlighted being 69.90 acres  
2 in the F. Castro Survey, Abstract No. 4, 75.5 acres of land  
3 more or less, and described in that certain deed from Henry  
4 Walling to and in favor of Pat Waldan. So again, we're  
5 thinking there was an oil lease concerning Pat Walling's  
6 land at this point, in 2001.

7 The very next page says mineral deed, this is that  
8 same (indiscernible) Pratt, individual, the first line,  
9 Samson Lone Star, okay, this is between the two of them it's  
10 talking about our same unit, gas pool unit No. 1 covering  
11 702.91 acres more or less in the Castro Survey.

12 THE COURT: Uh-huh.

13 MS. JONES: And this is for the Boothe Freeman  
14 wells. This was in 2008. So we started seeing activity, a  
15 couple of pages over, it lists all the wells again that  
16 we've already described.

17 THE COURT: Uh-huh.

18 MS. JONES: The next one, another mineral lease,  
19 Brad Kite (ph) as a receiver, and it's very hard to read it,  
20 but the second line says Samson Lone Star Limited  
21 Partnership, so this is between Brad Kite and Samson.

22 On the third paragraph I highlighted again, "all  
23 the certain lot of parcel of land being 75.50 acres," it  
24 gives the same description, Henry Walling to Pat Waldan.  
25 Okay.

1 Receiver -- well, you can explain the part about  
2 the receiver if you want.

3 MR. JONES: No, we'll get to that part, just  
4 understand who it is.

5 MS. JONES: Okay. Receiver for someone named  
6 Herbert Waldron (ph), so that's another Walling in the first  
7 sentence, Gary wanted me to point that out.

8 THE COURT: Okay.

9 MS. JONES: Okay. So then we go to the next  
10 document, we see Pat Waldan's estate, this is the pooling  
11 authority in 2002, and we see again that same amount of land  
12 more or less, 69.90 acres is unleased, the Vance Morrison,  
13 highlighted 19.16 acres unleased and non-pooled. That is  
14 the description of our actual 19.16 acres that's part of our  
15 25 acres, the Vance Morrison one is.

16 THE COURT: Okay.

17 MS. JONES: The very next page that was Mobil  
18 Montgomery 26.73 acres unleased and unpooled, these were  
19 just things that we began to research and find were  
20 connected to the Wallings in some way. And so we saw all  
21 this activity going on, and we knew that we had filed  
22 affidavits with them now, and so now we're wondering is  
23 there more land, are there more leases, is there more  
24 involved that we should be getting division orders for, that  
25 we should have some, you know, connection to.

1 I just went ahead and included these maps because  
2 they belong with this actual document, where it again shows  
3 the Vance Morrison 19.16 acres, and then the Pat Waldan  
4 estate where you can see where we're talking about, and then  
5 the 26.73 acres. It just goes along with the documents that  
6 I just reviewed. Those are the areas that we start now  
7 being concerned about, specifically.

8 Okay. Then we find this partial assignment of oil  
9 and gas lease, Boothe Freeman gas unit No. 1, again this is  
10 about that same amount of land, the very next page is  
11 Exhibit B and it describes that all over again, all those  
12 certain types of parcels of land called to contain 702.91  
13 acres out of the Francisco Castro Survey. That was in March  
14 '86, 7 March '86.

15 Ratification of oil and gas lease, the very next  
16 page, again the 75 and a half acres.

17 MR. JONES: And that's where it went down to 69.

18 MS. JONES: And apparently it was resurveyed and  
19 they said it was 69.90 acres, same land.

20 THE COURT: Now, where is it? I'm not -- where  
21 are you?

22 MS. JONES: Right after Exhibit -- it says Exhibit  
23 F on the page before, and I've highlighted March '86 on the  
24 very bottom of the page.

25 THE COURT: All right. I was at the certificate

1 of pooling authority, going through that, then you showed me

2 --

3 MS. JONES: The partial assignment?

4 THE COURT: I see a map.

5 MS. JONES: Oh, right after the maps.

6 THE COURT: Right after the maps there's a partial  
7 assignment, all right.

8 MS. JONES: Yes.

9 THE COURT: Okay.

10 MS. JONES: And then on the third page of that  
11 partial assignment, I highlighted "all those certain tracts  
12 and parcels of land where it's described in the 702.91  
13 acres" again."

14 THE COURT: Right.

15 MS. JONES: Okay. And then the next page is the  
16 date that's March '86.

17 THE COURT: Right.

18 MS. JONES: So then the very next page is the  
19 ratification of oil and gas mineral lease. It's the same 75  
20 and a half acres found by resurveys to 69.90 acres, so we're  
21 just showing that it's the same tract of land.

22 THE COURT: Okay.

23 MS. JONES: Regarding Pat Walling.

24 THE COURT: Okay.

25 MS. JONES: Okay. So then two pages forward is

**Exhibit H**

**Title Run Sheet**

TITLE RUN SHEET  
 PAT WALDRON ESTATE Tr 5  
 69.90 ACRES, F. CASTRO SURVEY, A-4  
 TORCH OPERATING CO.- BOOTH-FREEMAN UNIT, WELL #6  
 RUSK COUNTY, TEXAS

Being 69.90 acres of land more or less, a part of Block No. 13 out of the F. Castro Survey, Abstract No. 4, and being the same land as a called 75.5 acres of land more or less, as described in that certain Deed dated 11-5-1913, from Henry Walling to and in favor of Pat Waldron, recorded in Volume 84, Page 154 of the Deed Records of Rusk County, Texas.

I have searched the Rusk County Abstract Co. records and all records of Rusk County, and the following is a list of all instruments I found of record, pertaining to the title to the minerals and or royalty interest in subject 69.9 acres tract from Sovereignty of Soil to February 26, 1997, 5:00 P.M.

NOTE: This Title Run Sheet does not include the Leasehold, Working Interest or Overriding Royalty Interest owners.

NOTE: The Rusk County Court House burned in the late 1870's, therefore some of the early title to subject 69.9 acres tract is missing.

587/144 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Patent State of Coahuila Francisco Castro 9-7-1835 11-9-1956 Total of 4428 acres, of which 2126 acres lies in Gregg County.
L/333 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Partition Deed, (I Think) Susan T. Thorn et al Susan T. Thorn et al 5-12-1857 12-16-1857 I think this is a Partition of the Frost Thorn Estate, It is an hand written instrument, and I was unable to read same.
167/204 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate (Smith County, Texas) Susan W. Thorn, Estate 5-20-1891 1-28-1931 John Durst appointed Executor of Estate. Inventory shows 1423 acres in F. Castro Sur.
45/189 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Deed John Durst, Extr. of Estate of Susan W. Thorn Tyler Building & Loan Assoc. 9-11-1897 1225 acres, F. Castro, A-4. Et al. No res.
56/567 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Deed Frost Thorn & Marcellite Thorn Swasch et vir Tyler Building & Loan Assoc. 10-26-1899 10-26-1904 1255 acres, C. Castro, A-4. Et al, No res.

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48/566  
INSTRUMENT Deed Records  
GRANTOR Power of Attorney  
GRANTEE W.H. Alexander  
DATED John Durst  
FILED 12-5-1899  
REMARKS 11-6-1900  
1255 acres, Castro A-4. Et al., No res.

48/607  
INSTRUMENT Deed Records  
GRANTOR Deed  
GRANTEE Tyler Building & Loan Assoc.  
DATED W. Robertson  
FILED 12-5-1899  
REMARKS 12-8-1900  
Tr. #14, 1255 acres, Castro. Et al. No res.

48/609  
INSTRUMENT Deed Records  
GRANTOR Deed  
GRANTEE W. Robertson  
DATED W.H. Alexander  
FILED 12-5-1899  
REMARKS 12-8-1900  
1255 acres, Castro. Etal No. res..

54/115  
INSTRUMENT Deed Records  
GRANTOR Deed W/V.L.  
GRANTEE W.H. Alexander  
DATED John Walling  
FILED 2-16-1901  
REMARKS 5-27-1903  
255 acres, M & B. Blocks Nos. 13 & 16. No res NOTE: V.L.. Released 12-31-1902,  
58/17

58/18  
INSTRUMENT Deed Records  
GRANTOR Deed  
GRANTEE Anna Walling, Surviving wife of John Walling  
DATED B.F. Lewis  
FILED 11-2-1904  
REMARKS 11-18-1904  
Part Blk. 13, 255 ac. less 127.5 ac. & 25 ac. Mo. res.

59/163  
INSTRUMENT Deed Records  
GRANTOR Deed  
GRANTEE B.F. Lewis  
DATED J.R. Bell  
FILED 11-13-1906  
REMARKS 1-11-1907  
75.5 ac. M & B, Part Block 13. No. res.

NOTE: I found no Deed out of J.R. Bell, or Deed into Henry Walling, covering subject tract of land.

84/154  
INSTRUMENT Deed Records  
GRANTOR Deed, W/V.L.  
GRANTEE Henry Walling  
DATED Pat Waldron  
FILED 11-5-1913  
REMARKS 12-4-1915  
75.5 ac. M & B., Part Blk. 13, No. res. NOTE: No release of V.L. of record.

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94/129 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Pat Walling et ux, Katie Walling W.L. Templeman 1-15-1916 4-17-1917 75-1/5 ac. Castro, Ref. 84/154.
91/505 INSTRUMENT ASSIGNOR ASSIGNEE DATED FILED REMARKS	Deed Records Assignment of Oil & Gas Lease W.L. Templeman Sabine Pet. Co. 8-4-1917 8-9-1917 Asgn. Pat Walling et ux. lse. 1-15-16.
112/265 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Release of Oil & Gas Lease Sabine Pet. Co. Pat Walling et ux 2-18-1921 3-5-1921 Release OGL, 94/129.
31/283-286 INSTRUMENT TESTATOR DATED FILED REMARKS	Probate Records Application, Will, Order, Inventory etc. Katie Keys 11-22-1937 Died 6-16-1937. Left 1/2 to husband Will Key, & 1/2 to Susie Roberts. NOTE: She was the surviving wife of Pat Waldron, Waldon, Walling.
333/527 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Will Key, Susie Roberts, et etvir, Laney; Frankie Bradford et vir, Clifford Albert Rast 11-2-1939 11-19-1939 10 ac. out of NW/Cor. of 75-1/5 ac. Part Blk. 13. 5 yr. term, 1/8th. NOTE: No release of record.
335/498 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Susie Roberts (Formerly Susie Baker) et vir, Laney Roberts Jack E. Price Ack, 2-6-1940 2-6-1940 1/2 of our int. in O.G.M., in lands owned by us in F. Castro Survey & in Rusk Co.
337/221 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Susie Roberts et vir, Laney R. W. Turner 3-26-1940 3-27-1940 Und. 3.0 ac. int. in 75-1/2 ac. M & B.

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338/618	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Earnest Waldon
GRANTEE	R. W. Turner
DATED	4-25-1940
FILED	4-30-1940
REMARKS	1/2 his int. in 75-1/5 ac. M & B.
560/85	Deed Records
INSTRUMENT	Deed
GRANTOR	Alonzo Whitten, surviving husband of Claudie Whitten, who died without issue & who was an heir-at-law of Pat Waldon et ux.
GRANTEE	W. W. Whatley, et ux, M.E.
DATED	11-27-1943
FILED	10-4-1955
REMARKS	75-1/2 ac. part of Blk., 13, ref. 84/154.
466/259	Deed Records
INSTRUMENT	Mineral & Royalty Deed
GRANTOR	Percy Jones
GRANTEE	Jack H. Meeks
DATED	5-8-1951
FILED	5-12-1951
REMARKS	1/96th. int ;in 75-1/5 ac. known as Past Waldron land.
556/352	Deed Records
INSTRUMENT	Oil & Gas Lease
LESSOR	Parl Wadkins; Virgil Waldron; Willie D. Dean; Vernon B. Dean; Joseph Cooper, Jr.; Mercedes Cooper; Florence Mitchell; Lonza Whitten; Percy Jones; Charlie Key; Emma Key; Annie Mae Little et vir, Ernest; Lorene Key Portley et vir, N.A. Portley;
LESSEE	Carl Goodgame
DATED	7-2-1955
FILED	8-4-1955
REMARKS	75-1/2 ac. M & B. 10 yr. NOTE: No. release of record.
569/248	Deed Records
INSTRUMENT	Oil & Gas Lease
LESSOR	William Toles, et ux, Ivy M.; Alma Wilder & Samuel H. Johnson
LESSEE	Carl Goodgame
DATED	2-14-1956
FILED	3-6-1956
REMARKS	75-21/2 ac. part Blk. 13, 10 yr. NOTE : No release of record.
569/63	Deed Records
INSTRUMENT	Mineral & Royalty Deed
GRANTOR	Florence Mitchell (Divorced from Alvin Mitchell)
GRANTEE	Jack H. Meeks
DATED	2-28-1956
FILED	3-2-1956
REMARKS	All my und. int. being about 1-1/2 net acres in 75-1/2 ac. Pt. Blk. 13, Ref. 466/259.
570/494	Deed Records
INSTRUMENT	Mineral & Royalty Deed
GRANTOR	Percy Jones, single
GRANTEE	Jack H. Meeks
DATED	3-19-1956
FILED	3-24-1956
REMARKS	1/96th. int. in 75-1/2 ac.

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602/401	Deed Records
INSTRUMENT	Oil & Gas Lease
LESSOR	Ivy M. Toles et vir, Wm.; Alma Wilder & Samuel H. Johnson
LESSEE	Mrs. Anna Goodgame, Tr.
DATED	6-15-1957
FILED	6-19-1957
REMARKS	75-1/2 ac., Pt. Blk. 13, 10 yr.
605/494	Deed Records
INSTRUMENT	Asgn. Oil & Gas Lease
ASSIGNOR	Anna Goodgame, Tr.
ASSIGNEE	Carter-Jones Drilling Co.
DATED	6-28-1957
FILED	7-20-1957
REMARKS	Asgn. Ivy Toles et al lse. 602/401. Res. 1/8th. of 7/8 ORRI.
605/497	Deed Records
INSTRUMENT	Assignment of Oil & Gas Leases
ASSIGNOR	Anna Goodgame, widow; Julie g. Groteau et vir, Edgar; Paul R. Goodgame & Carl J. Goodgame
ASSIGNEE	Carter-Jones Drilling Co.
DATED	6-28-1957
FILED	7-20-1957
REMARKS	Asgn. Pearl Wadkins et al lse. 556/352., Res. 1/8th. of 7/8th. ORRI.
604/471	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Virgil Waldron
GRANTEE	Carl J. Goodgame
DATED	7-10-1957
FILED	7-11-1957
REMARKS	All our und. int. in 75-1/2 ac.
606/168	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Pearl Waldron Watkins, widow
GRANTEE	Carl J. Goodgame
DATED	7-23-1957
FILED	7-24-1957
REMARKS	All my int. in 75-1/2 ac. Pt./ Blk. 13,
606/600	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Carl J. Goodgame
GRANTEE	Tom Worsham
DATED	7-25-1957
FILED	7-31-1957
REMARKS	All my int. acquired in Mineral Deed from Virgil Waldon, 604/471.
607/270	Deed Records
INSTRUMENT	Oil & Gas Lease
LESSOR	Laney Roberts et ux., Susie
LESSEE	George Fielder
DATED	7-31-1957
FILED	8-2-1957
REMARKS	Intention to lease only 9-1/8 ac. out of 75-1/2 ac. M & B.

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613/182 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Laney Roberts et ux, Susie George Fielder 10-2-1957 10-10-1957 Intention to lease only 2-3/4 acres in 75-1/2 ac. M & B.
613/182 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Laney Roberts et ux, Susie George Fielder 10-2-1957 10-10-1957 2-3/4 ac. of 75.5 ac. M & B, , 5 yr.
624/522 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Clemmons Waldron, single Carter-Jones Drilling Co. 2-11-1958 2-13-1958 75-1/5 ac. 10 yr., res. additional 1/16th. of 7/8th. ORRI
624/525 INSTRUMENT AFFIANT ESTATE DATED FILED REMARKS	Deed Records Affidavit of Heirship Johnnie Simmons Charlie Waldron 2-11-1958 2-13-1958 Charlie Waldron died 2-2-1929, married 2 times; 1st. to Viola Ware, who died, 1 child by this marriage, who died in 1935, no children; 2nd. wife, Julia Boren, died 1935; 7 children (1) Ethelina, died, left surviving her (A) Murline Lacy (B) Joe Evelyn Jackson; (2) J.C. Waldron; (3) A.C. Waldron; (4) Clemmons Waldron; (5) Charlie Waldron; (6) Dora Moody (Nilton); (7) Gertie Waldron died at age 8 yrs. 1942.
626/226 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Charlie Waldron Carter-Jones Drilling Co. 2-13-1958 2-27-1958 75-1/5 ac. 10 yr. Res. additional 1/16th. of 7/8th. ORRI.
627/89 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Joe Evelyn Jackson F/S Carter Jones Drilling Co. 2-13-1958 3-11-1958 75-1/2 ac. M & B.
625/394 INSTRUMENT LESSOR LESSEE DATED FILED REMARKS	Deed Records Oil & Gas Lease Dora Moody, et vir, Milton B. Carter-Jones Drilling Co. 2-11-1958 2-19-1958 75-1/2 ac. Pt. Blk. 13. 10 yr.

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1417/644  
INSTRUMENT  
GRANTOR  
GRANTEE  
DATED  
FILED  
REMARKS

Deed Records  
Mineral Deed  
Dora Moody et vir, Milton B.  
Victor Reichenstein  
2-12-1958  
3-27-1985  
1/8TH. int. in all OGM, Res. 1/664 Royalty int. in 75-1/5 ac.

630/219  
INSTRUMENT  
LESSOR  
LESSEE  
DATED  
FILED  
REMARKS

Deed Records  
Oil & Gas Lease  
J.C. Waldron, single  
Carter-Jones Drlg. Co.  
2-13-1958  
4-22-1958  
57-1/2 ac., M & B, 10 yr. res. 1/16th. of 7/8 ORRI.

626/582  
INSTRUMENT  
LESSOR  
LESSEE  
DATED  
FILED  
REMARKS

Deed Records  
Oil & Gas Lease  
Henry C. Bradford  
Carter-Jones Drilling Co.  
2-24-1958  
3-7-1958  
75-1/2 ac. M & B. 10 yr.

627/59  
INSTRUMENT  
LESSOR  
LESSEE  
DATED  
FILED  
REMARKS

Deed Records  
Oil & Gas Lease  
Victor Richenstein  
Carter-Jones Drilling Co.  
2-26-1958  
3-10-1958  
75-1/5 ac. Part Blk. 13, 10 yr.

626/473  
INSTRUMENT  
GRANTOR  
  
GRANTEE  
DATED  
FILED  
REMARKS

Deed Records  
Unit Designation  
Carter-Jones Drilling Co. , Continental Oil Co.; Jack E. Price; C.L. Keeling; Wm. Hemby; Bob R. Lloyd & George Fielder  
Booth-Freeman Unit  
2-26-1958  
3-4-1958  
702.91 ac.

633/422  
INSTRUMENT  
LESSOR  
LESSEE  
DATED  
FILED  
REMARKS

Deed Records  
Oil & Gas Lease  
Jack H. Meeks  
Carter-Jones Drlg. Co.  
5-27-1958  
6-3-1958  
75-1/2 ac. M & B, 10 yr. 1/4 roy.

634/236  
INSTRUMENT  
GRANTOR  
GRANTEE  
DATED  
FILED  
REMARKS

Deed Records  
Mineral Deed  
Tom Worsham  
McGee Long  
6-11-1958  
6-12-1958  
1/2 my int. in MD from Carl Goodgame 7-25-57, 606/s600, 75-1/2 ac. M & B.

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634/411  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Mercedes Bradford Cooper  
 DATED Foster T. Bean  
 FILED 6-12-1958  
 REMARKS 6-17-1958  
 All our int. in 75-1/2 ac. M & B.

634/418  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Florence Mitchell  
 DATED Neal Woods  
 FILED 6-13-1958  
 REMARKS 6-17-1958  
 All my int. in 75-1/2 , M & B.

634/420  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Neal Woods  
 DATED Harvey Landrum  
 FILED 6-14-1958  
 REMARKS 6-17-1958  
 All my int in 75-1/2 ac. M & B.

635/75  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Charley Key, et ux, Emma; Annie Mae Little et vir, Ernest  
 DATED Neal Woods  
 FILED 6-17-1958  
 REMARKS 6-21-1958  
 6 ac. int. in 75-1/2 ac. M & B. ( Charley Key, covey 3 ac. & Annie Mae Little 3 ac.

635/77  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Neal Woods  
 DATED S.S. Long  
 FILED 6-19-1958  
 REMARKS 6-21-1958  
 6 ac. int. in 75-1/2 ac. M & B.

635/94  
 INSTRUMENT Deed Records  
 GRANTOR Mineral Deed  
 GRANTEE Lorine Portley et vir, N.A.  
 DATED W.H. Goss  
 FILED 6-21-1958  
 REMARKS 6-21-1958  
 3 ac. int. in 75-1/2 ac. Pat Waldron land, Ref. lse. 556/352.

635/520  
 INSTRUMENT Deed Records  
 LESSOR Oil & Gas Lerae  
 LESSEE Ida Malone Waldron  
 DATED George Fielder  
 FILED 6-28-1958  
 REMARKS 7-1-1958  
 69.9 ac. M & B.

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774/422 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate. (#6094, Gregg County, Texas) S.S. Long, Estate  7-19-1963 All property in name of S.S. Long is Community property of S.S. Long et ux, Effie Long & following persons entitle to receive the Community estate of S.S. Long et ux, Effie, in following proportions: Effie Long, 1/2; Dorothy Smith, Mary Gonzales, Beverly Spillens; Margaret F. Allen; Martha Gordon; Helen Knabe, Sidney S. Long, Jr. & Catherine Long, 1/16th. each.
1336/373 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate (Gregg County) Jack H. Meeks, Estate Died 5-9-1975 8-24-1983 Left all to wife, Lula Mae Meeks
1081/619 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral and Royalty Deed N.A. Portley Dennis J. Bowles 2-20-1978 2-21-1978 All our int. in 75-1/2 ac. Ref. lse. 556/352.
1081/652 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Deed Juanita Allen Bowles Properties, Inc. 2-14-1978 2-21-1978 All und. int. in 75-1/2 ac. same property formerly owned by Kattie Key, same described in OGL, 556/352.
1139/331 INSTRUMENT AFFIANT DATED FILED REMARKS	Deed Records Affidavit of Heirship Zenola Nelson 8-29-1979 8-30-1979 A.C. Waldron changed the spelling of his name to Waldon., was kin to Charlie, Clemmons, J.C. Waldron and Pat Walling.
1139/329 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Arthur Waldron (Waldon) Dennis J. Bowles 8-29-1979 8-30-1979 All out int. in 75-1/2 ac. same formerly owned by Kattie Key.
1155/666 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Margaret Long Potts Dennis J. Bowles 1-31-1980 2-15-1980 All my int. inl. and, same in Deed Woods to Long, 635/77.

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1260/49 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate (Hopkins County, Texas) Mattie Mae Long, Estate Died 3-17-1981 4-22-1982 Left all to 4 grand-children. (1) Johnny Collins; (2) Lee Collins; (3) Sally Bogart Freidli; (4) Bill Bogart, Jr. NOTE: She is twas the widow of McGee Long.. I found no Probate or heirship on him in Rusk Co. records.
1201/596 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Martha Long Condron L.E. Ostrom 4-1-1981 4-8-1981 All my int. in Tract. #1 in Wood to Long, 635/77.
1222/122 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate ( Gregg Coun ty, Texas) Jack E. Price, Estate  9-8-1981 Wife. Gene Collier Price, as Executor.
1262/591 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Martha Long Condron L.E. Ostrom 3-17-1982 5-6-1982 All my int. in Tr., same Deed 6-19-58, Woods to Long, 635/77.
1347/265 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Anna Goodgame, widow Carl J. Goodgame 11-18-1983 11-18-1983 .0031890 int. in OGM, in 75-1/2 ac. M & B.
1376/154 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Transfer of Ownership Helen Long Knabe, joined by husband, Wayne H. Dorothy Pauline Smith 4-4-1984 4-16-1984 Sell & convey all my Oil, Gas & Minerals that I own as of this date, 4-4-1984, except such interests which I may hold in Brown County, Texas.
1368/158 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Dennis J. Bowles Dennis J. Bowles Irrevocable Trust, E.D. Bowles, Jr. Trustee 4-24-1984 4-27-1984 1/2 my. int. in 1132/42, Emma E. Sanders; 1130/435, Jewell Morrison; 1081/619, N.A. Portley; 1155/666, Margaret Long Potts;

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1384/228 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Willie Lois Butler T.M. Hopkins 8-21-1984 9-6-1984 1/4th. of my int. in Booth-Freeman G.U. #1, 626/437.
11386/629 INSTRUMENT AFFIANT ESTATE DATED FILED REMARKS	Deed Records Affidavit of Heirship Willie A. Roberts & Verdie Leffall Susane B. Roberts et vir, Lansnie Roberts 9-25-1984 9-27-1984 Susane B. Roberts died intestate 1964, Lannie Roberts died intestate 1969, married only 1 time each; 7 children: (1) Leicester Roberts, died 1968 left no heirs; (2) Willie A. Roberts, (3) Verdie Leffall; (4) Joene Roberts; (5) L.R. Roberts, survived by parents, but left no heirs; (6) Willie Loise Butler; (7) John M. Roberts.
1442/335 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Catherine Long Sanders Beverly Long Spillane 5-15-1985 7-29-1985 All my und. int. in Booth-Freeman G.U.
1436/790 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Willie Lois Butler T.M. Hopkins 6-14-1985 6-26-1985 All my int. in Booth-Freeman G.U. #1,
1505/100 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate (Gregg County, Texas ) Effie Long, Estate Died 1-18-1986 8-28-1986 Left all equally to her 8 children (1) Louise Long Gonzales; (2) Dorothy Pauline Long Smith; (3) Beverly Jane Long Spillane; (4) Sidney Stafford Long, Jr.; (5) Effie Margaret Long (Fallin) Pottss; (6) Martha Elizabeth Long Condron; (7) Helen Marie Long Knabe; (8) Catherine Irene Long Sanders.
1505/769 INSTRUMENT TESTATOR DATED FILED REMARKS	Deed Records C.C. Probate (Midland County, Texas) Lula Mae Meeks, Estate Died 1-24-1986 9-2-1986 Left all to her 2 daughters, (1) Linda Meeks West; (2) Jane Meeks Vitrano.
1505/782 INSTRUMENT TESTATOR EXECUTOR DATED FILED REMARKS	Deed Records C.C. Letters of Testamentary Lula Mae Meeks, Estate Frank A. Vitrano 8-7-1986 9-2-1986 Independent Executor

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1492/262	Deed Records
INSTRUMENT	Correction Mineral Deed
GRANTOR	Dennis J. Bowles
GRANTEE	Dennis J. Bowles Irrevocable Trust, E.D. Bowles, Jr., Trustee
DATED	6-3-1986
FILED	6-3-1986
REMARKS	1/3rd. each in 1/2 of my int. in: M.D., Emma Sanders 1132/42; Jewell Morrison 1130/435; N.A. Portley 1081/619; Margaret Long Potts 1155/666. Corrects M.D. 4-24-84, 1368/158, Effective 4-24-84.
1501/106	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Dorothy Long Smith
GRANTEE	John Phillip Gonzales
DATED	7-30-1986
FILED	7-31-1986
REMARKS	All the undivided int. in O.G.M. in Rusk County, Tex., acquired by me ;under the will of my mother, Effie Long.
1508/769	Deed Records
INSTRUMENT	Mineral & Royalty Deed
GRANTOR	Sally B. Freidli
GRANTEE	T.M. Hopkins; Thomas Mancil Hopkins II, & Walden Investments
DATED	7-29-1986
FILED	9-18-1986
REMARKS	1/3 each of all my int. in 75-1/2 ac. same in M.D. Woods to Long 635/77.& found by resurvey to contain 69.9 ac.
1508/717	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	T.M. Hopkins
GRANTEE	T.M. Hopkins, Inc,
DATED	9-4-1986
FILED	9-18-1986
REMARKS	All my int. in mins. Booth-Freeman G.U., wells 2,3,4,5, et al.
1547/827	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Bowles Properties, Inc.
GRANTEE	Dennis J. Bowles; Bradford A. Bowles; Patrick S. Bowles & Jeffrey G. Bowles
DATED	6-1-1987
FILED	6-2-'987
REMARKS	All int. in 75-1/2 ac.by ressurvey to contain 69.9 ac. M & B.
1595/278	Deed Records
INSTRUMENT	Royalty Deed
GRANTOR	J.C. Waldron
GRANTEE	Rio Grande Royalties
DATED	12-7-1987
FILED	5-16-1988
REMARKS	All int. in Booth-Freeman Unit 626/473
1599/253	Deed Records
INSTRUMENT	Deed
GRANTOR	Carl J. Goodgame
GRANTEE	Paul B. Goodgame
DATED	6-7-1988
FILED	6-13-1988
REMARKS	1/3 of that int. acquired in 75-1/2 ac. from Anna Goodgame 11-18-83, 1347/265

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1605/636	Deed Records
INSTRUMENT	Royalty Deed
GRANTOR	Rio Grande Royalties
GRANTEE	JD Minerals
DATED	6-26-1988
FILED	7-1-1988
REMARKS	1/4 of int. acquired in R.D., from Waldron 1595/278 & Blakely 1595/268.
1644/77	Deed Records
INSTRUMENT	Royalty Deed
GRANTOR	Charlie Waldron
GRANTEE	JD Minerals
DATED	3-2-1989
FILED	5-2-1989
REMARKS	All my int. in Booth-Freeman 702.91 ac., Unit, 626/473.
1649/488	Deed Records
INSTRUMENT	Mineral Deed
GRANTOR	Lee Patrick Collins
GRANTEE	Spindletop Exploration, Inc.
DATED	6-6-1989
FILED	6-15-1989
REMARKS	All int. in Tr. #1. 75-1/2 ac., Goodgame to Tom Worsham 606/600.
1650/1	Deed Records
INSTRUMENT	Royalty Deed
GRANTOR	Clemmons Waldron
GRANTEE	JD Minerals
DATED	6-6-1989
FILED	6-19-1989
REMARKS	All int. in Booth-Freeman 702.91 ac. Unit, 626/473.
1651/100	Deed Records
INSTRUMENT	Royalty Deed
GRANTOR	JD Minerals
GRANTEE	JEH Interests
DATED	6-16-1989
FILED	6-27-1989
REMARKS	10% of int. acquired in R.D. Charlie Waldron 1644/77 & Clemmons Waldron 1650/1.
1682/140	Deed Records
INSTRUMENT	C.C. Probate (Smith County, Texas)
TESTATOR	Paul B. Goodgame
DATED	Died 6-26-1989
FILED	3-27-1990
REMARKS	Left all to wife Billie Goodgame.
1697/221	Deed Records
INSTRUMENT	Affidavit of Heirship
AFFIANT	Verdie Ropberts Lefall
ESTATE	Willie A. Roberts, deceased
DATED	6-11-1990
FILED	8--1-1990
REMARKS	Willie A. Roberts (my brother) died intestate 6-1-1989; married 1 time, Katie L. Roberts; 3 children: (1) Bruce Alvin Roberts; (2) Sandra Kay Roberts; (3) Alvin Dewayne Roberts.

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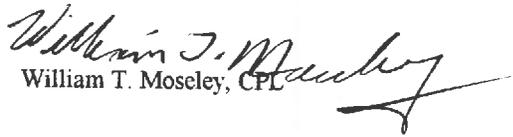
1697/223 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Deed Alvin Dwayne Roberts; Sandra Kay Roberts Turner & Bruce Alvin Roberts Katie. L. Roberts 3-9-1990 8-1-1990 All int. in Booth-Freeman 702.91 ac. unit, 626/473. No res.
1711/495 INSTRUMENT AFFIANT DATED FILED REMARKS	Deed Records Affidavit as to Fact W.E. Spears & Verdie Lafall 10-18-1990 11-26-1990 Katie Lenson Brefield Roberts was married to Willie A. Roberts since 6-20-1948. He passed away 6-1-1989.
#91-344 INSTRUMENT PLAINTIFF DEFENDANTS DATED FILED REMARKS	District Court Minutes Plaintiff Original Petition Bowles Properties; Dennis J. Bowles & Emma G. Bowles Verado Energy, Inc.; Advance Oil & Gas Co. & Dorothy Long Smith 7-26-91 7-26-1991
1747/523 INSTRUMENT GRANTOR DATED FILED REMARKS	Deed Records Supplemental Declaration of Pooled Unit T.M. Hopkins, A/F 9-13-1991 9-13-1991 T./M. Hopkins et al, Booth-Freeman GU #1.
1761/269 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Deed Irene Roberts Wilson Barbara Wilson 1-29-1992 1-19-1992 All my int. in 75 ac. as in OGL 556/352. Key et al to Goodgame.
1789/502 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Mineral Deed Effie Margaret Long Foster T. Bean 9-12-1992 9-14-1992 All int. in Item #15, Booth Freeman Unit #1, 702.91 ac. 676/473
1857/718 INSTRUMENT GRANTOR GRANTEE DATED FILED REMARKS	Deed Records Conveyance Elbert Dennis Bowles, Jr. Erma G. Bowles, Estate 2-25-1994 3-22-1994

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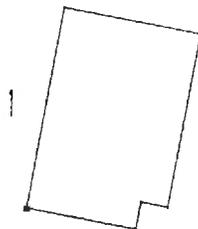
1857/727	Deed Records
INSTRUMENT	Conveyance
GRANTOR	Elbert Dennis Bowles, Jr.
GRANTEE	Emma G. Bowles, Estate
DATED	2-25-1994
FILED	3-22-1994
REMARKS	

1857/733	Deed Records
INSTRUMENT	Conveyance
GRANTOR	Emma G. Bowles, Estate
GRANTEE	Elbert Dennis Bowles, Jr.
DATED	2-25-1994
FILED	3-22-1994
REMARKS	

1965/636	Deed Records
INSTRUMENT	Deed
GRANTOR	John E. Roberts
GRANTEE	James Leffall
DATED	6-23-1996
FILED	6-26-1996
REMARKS	All int. in 75-1/2 ac. No res.

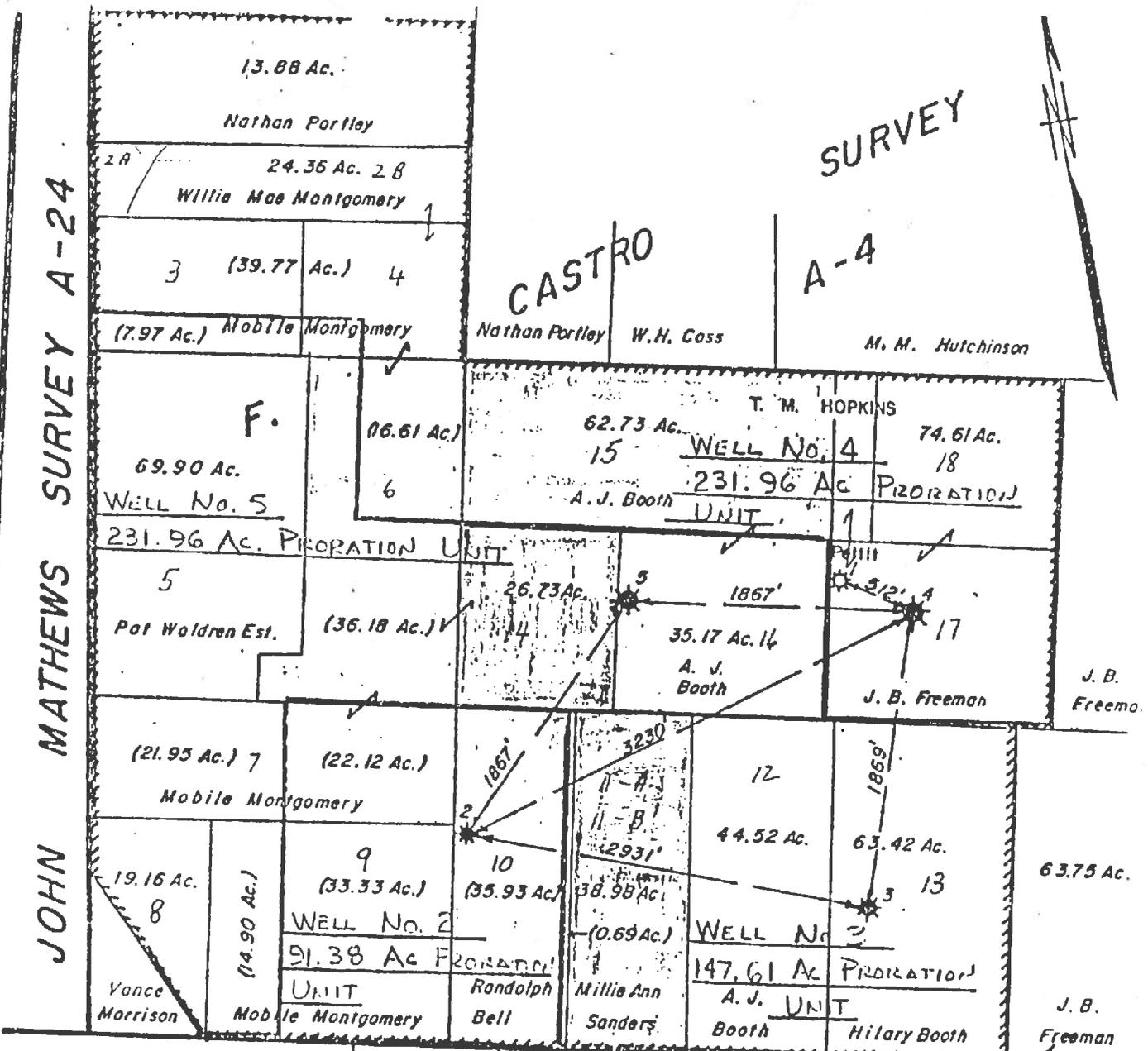
  
William T. Moseley, CPL

Plat : Deed Calls for: WALDRON 69.9



WALDRON 69.9	..... AREA .....	.. CLOSING ERROR ..
Scale : 2000 ft/in	Acres : 75.449	Bearing: CLOSED
North Shift: +0	Sq. Feet : 3286548	Feet : 0.00
East Shift : +0	Sq. Meters: 305330.1	Meters : 0.000
DMS Rotated: +000.0000	Perimeter : 7483.34	Precision: 1/999999

1. S80E 439V
2. N10E 108V
3. S80E 108V
4. N10E 692V
5. N80W 547V
6. S10W 800V



JAMES McCLAIN

RECEIVED  
R. R. C. OF TEXAS  
SURVEY  
A-19  
WILSON, TEXAS

T.M. HOPKINS  
BOOTH-FREEMAN 702.91 AC. UNIT

WELL NO. 2,3,4,5

F. CASTRO SURVEY

RUSK COUNTY, TEXAS

SCALE 1"=1000' DECEMBER, 1984

I, E. E. Perkins, Registered Public Surveyor, hereby certify that the  
T. M. HOPKINS-Booth-Freeman  
has been staked on the ground as shown.

*E. E. Perkins*  
E. E. Perkins

**Exhibit I**

**1913 Deed**

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WARRANTY DEED WITH VENDOR'S LEGAL OPINION AND WIFE'S SEPARATE AND JOINT ACKNOWLEDGMENT.

State of Texas, In and for the County of Tarrant, Texas.

THE STATE OF TEXAS

Know all Men by these Presents:

COUNTY OF Tarrant

THAT I, Henry Holling,

of the County of Tarrant and State of Texas, for and in consideration of the amount of five hundred and no/100 dollars, to me in hand paid by J.P. Bull and order, the receipt of which is hereby acknowledged, do hereby certify that I have cancelled the following promissory notes, to-wit: Note No. 1, payable November 1st, 1910; Note No. 2, payable November 1st, 1911; and Note No. 3, payable November 1st, 1912, all payable to J.P. Bull and order, with interest thereon from date until paid, at the rate of 4% per annum, payable at five cents per month. Said notes were issued by me, Henry Holling, and are hereby cancelled and discharged, and I hereby warrant and defend the title to the land covered by said notes, and for the cancellation of said notes, and their final payment and discharge, of the said Henry Holling, and the hereinafter described tract of land to J.P. Bull and order, said notes being given by me for the said tract of land, said notes, principal and interest now amounting to \$500.00, which amount is hereby assigned.

I have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said J.P. Bull and order

of the County of Tarrant, State of Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being a part of Block 13, in Castro, Texas, and beginning at the S.W. corner of said Block 13, thence S 80 degrees East 429.00 to a stake near a stone house, thence N 10 degrees E 10.00 to a stake at a black oak tree, thence N 61 1/2 degrees E 7.00, thence S 50 degrees E 10.00 to a stake in a field, thence N 10 degrees E 69.00 to the N.E. corner of Block 13, thence N 70 degrees W 5.47 to the N.W. corner of Block 13, thence S 10 degrees E 8.00 to the place of beginning, containing all 7 5/8 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Pat Waldron his heirs and assigns forever; and I do hereby bind myself my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Pat Waldron his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon, are fully paid according to face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand and seal of office, this 5th day of November, A. D. 1917.

Henry Walling  
County Clerk

Witnesses at Request of Grantor:

Thomas C. M. Brumby

THE STATE OF TEXAS

County of Gregg BEFORE ME, the undersigned authority in and for Gregg County, Texas, on this day personally appeared Henry Walling known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of November, A. D. 1917.

H. Walling  
Thomas C. M. Brumby Notary Public  
Gregg County, Texas

THE STATE OF TEXAS

County of \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ in and for \_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_ wife of \_\_\_\_\_ 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 \_\_\_\_\_ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191  .

State of \_\_\_\_\_

County of \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ in and for \_\_\_\_\_ County, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ wife of \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said \_\_\_\_\_ wife of the said \_\_\_\_\_ having been examined by me, privily and apart from her husband, and having the same by me fully explained to her, she, the said \_\_\_\_\_ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19  .

ENDORSEMENT.

Deed from Henry Walling To Pat Waldron

FILED FOR RECORD This the 7th day of Dec, A. D. 1917, at 11 o'clock P.M.

RECORDED Dec 7, A. D. 1917, at 11 o'clock P.M.

By H. Walling Deputy. J. M. J. ... County Clerk.

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STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

County of Rusk  
 THAT We Paul Walling, joined by his wife Katie Walling  
 of R.F.W. Eldersville, County of Rusk, State of Texas,  
 for and in consideration of One and 11/100 (\$ 1.00) Dollars  
 to us paid by W.P. Templeman, receipt of which is hereby acknowledged,  
 have granted, sold and conveyed unto the said W.P. Templeman all the oil, gas and other minerals  
 in and under the following lands to which we have good title and hereby warrant same, to-wit: In  
Rusk County, Texas, bounded and described as follows:  
 On the North by lands of John & Lina Sanders Estate  
 On the East by lands of Mabile Montgomery  
 On the South by lands of  
 On the West by lands of Andy Bradford  
 containing 7.57-0 acres, more or less, being a part of F. Carter League

and being the same premises conveyed to Grantor by Edwin Tracy  
 deed Recorded, of record in the office of the Clerk of the County Court of Rusk County, Texas,  
 in Book No. 84, page 154, together with the right to enter thereon, open mines, drill wells, lay pipes, and  
 erect all structures and appliances necessary or convenient in searching for, producing, casing in, storing and removing of gas, oil and other  
 products found thereon, and to erect telephone and telegraph lines for use in the business thereon, and on other lands operated by the grantee,  
 and at any time to repair and remove all such and other property of the grantee on said land.

TO HAVE AND TO HOLD unto said W.P. Templeman, his heirs and assigns, for the  
 full space and term of ten years from the date hereof, and for such other and further period of time as any of such minerals shall be produced  
 on said land.

Provided, however, that this grant shall become void unless the grantee shall, within one year from the date hereof, begin the drilling  
 of a well on said land, or failing to do so, shall thereafter pay to the grantor the sum of 5.00 Dollars on or before the  
 beginning of each period of three months, until a well shall be begun; and if such well on completion be non-productive, begin the drilling of  
 another within six months thereafter, or else resume and continue said payments until the second well is begun, and so on, until the grantee shall  
 begin a well which on completion shall be a producer of oil or gas, after which this grant shall remain in force for the full term and period here-  
 in provided without the payment of any other sum of money or other thing than the royalties herein agreed upon and specified; namely: One-  
 eighth (1/8) of all oil produced and saved to be delivered free of charge into tanks or pipe lines to the grantor's credit; for each well producing gas  
 only, sold or used off the premises, \$1.11 per year; for casing head gas, when sold or used off the premises, \$25.00  
 per year for each well, the payments for gas to be made quarterly in advance; for all other minerals one eighth (1/8) of the net profit thereof.  
 However, grantee is allowed the free use of oil, gas, wood and also water for operations and light and heat on the premises and lands adjoining  
 and grantor is allowed the free use of gas in an economical manner for one dwelling on the premises from any gas well operated thereon by  
 grantee, proper connection to be made by him at his own charge, and to be kept in condition at his own risk, and full use of the premises ex-  
 cept as used by the grantee for the purposes aforesaid.

No well is to be drilled within 200 feet of any building now on the land, without grantor's consent, and on his request all lines of pipe  
 shall be placed below plow depth across the lands to be tiled, and grantee shall pay reasonably for any damage done to crops or fences by  
 reason of operation hereunder.

It is fully understood and agreed that for and in consideration of the money paid at the delivery hereof, grantee acquires and continu-  
 ously has the right or option either to surrender this grant or any part thereof at any time, upon payment of all amounts then due to grantor  
 under the terms hereof, and thereupon to be discharged from all obligations herein contained, or to continue the grant in force and effect and  
 prevent its forfeiture from time to time, by making quarterly payments, or beginning and drilling wells as herein mentioned, and that in con-  
 sideration of said payment at delivery hereof, grantor will accept the other payments when tendered and permit the operations mentioned; also  
 expressly renounces and disclaims any right to set up or ask for a forfeiture of this grant or any part or provision thereof, on account of said  
 options.

If this grant be surrendered or forfeited grantee may yet hold with each producing oil well twenty acres of land, and with each produc-  
 ing gas well fifty acres of land. If this grant be forfeited or surrendered or expire by its own limitation, grantee shall, at its own cost, pre-  
 pare and cause to be recorded a proper release thereof. Grantee shall notify grantor in person, or by mail, of the execution of the release, and

pay to grantor anything due hereunder, whereupon all rights and liabilities under this contract shall cease, except what may be due grantee on any debt, lien or claim against the premises paid by it under the provision following.

Grantor shall pay and discharge all liens, taxes and assessments, charges and incumbrances that are now against, or that may hereafter accrue, be levied or assessed against said premises before the same have become delinquent, and failing so to do, grantee is hereby authorized to advance, but is under no obligation so to do, funds necessary to pay and pay off and discharge the same, and, in such event, it shall have a lien upon said premises together with all the rights of enforcement thereof existing in the former holder, and all rentals and royalties accruing hereunder to secure such advancement or advancements and may retain such royalties and rentals and apply the same on such advancement or advancements until the same is or are discharged or satisfied in full.

All payments to the grantor shall be made by check payable to and mailed to Patt Walling at R.F.D. #2 Postoffice, Calderville, Texas County, Texas, unless the grantor shall at least forty days before same are due, give written notice of conveyance of land, or change of postoffice address, and all payments made to grantor before actual notice to grantee of a change in ownership of the premises, shall be binding on his successors in title. Until notified to the contrary all written notices, to be given grantor, may be addressed to him by mail at Calderville, Texas.

In witness whereof the parties hereto have hereunto set their hands this 15<sup>th</sup> day of Jan 1916

Witness \_\_\_\_\_  
\_\_\_\_\_ Patt Walling  
\_\_\_\_\_ Katie Walling  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS, }  
County of \_\_\_\_\_ } KNOW ALL MEN BY THESE PRESENTS:  
Before me \_\_\_\_\_ Notary Public in and for \_\_\_\_\_  
County, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me he executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 191\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas.

STATE OF TEXAS, }  
County of Rusk } KNOW ALL MEN BY THESE PRESENTS:  
Before me J. M. Watson Notary Public in and for Rusk  
County, Texas, on this day personally appeared Patt Walling and  
Katie Walling his wife, known to me to be the person whose name are subscribed to the foregoing instrument  
and acknowledged to me that ~~they~~ they executed the same for the purposes and consideration therein expressed, and the said  
Katie Walling wife of the said Patt Walling  
having been examined by me privately and apart from her said husband, and having the said instrument fully explained to her, she the said  
Katie Walling acknowledged the same 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 15 day of January A. D. 191\_\_\_\_  
J. M. Watson  
Notary Public in and for Rusk County, Texas.

ENDORSEMENT  
Lease from Patt Walling & wife to W. B. Templeman  
Filed for record this the 17 day of Apr A. D. 1917  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
By \_\_\_\_\_ Deputy.  
G. B. Boyd Clerk County Court.  
in and for Rusk County, Texas.