

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

SEP 07 2021

IN RE:	§	Nathan Ochsner, Clerk of Court
CHESAPEAKE ENERGY CORPORATION	§	CASE NO: 20-33233 (DRJ)
ET AL.	§	
REORGANIZED DEBTORS	§	(JOINTLY ADMINISTERED)

RESPONSE TO OBJECTIONS TO PROOF OF CLAIM NO. 2525

AND NOW, comes the claimant, Waymond Nobles, by and through himself, *pro se*, to file the instant response to objections and in support thereof avers as follows:

1. STRICTLY DENIED - it is strictly denied that jurisdiction exists in the instant matter involving property title dispute and therefore the same is strictly denied by the respondent.
2. STRICTLY DENIED - it is strictly denied that jurisdiction exists in the instant matter involving property title dispute and therefore the same is strictly denied by the respondent.
3. STRICTLY DENIED - it is strictly denied that jurisdiction exists in the instant matter involving property title dispute and therefore the same is strictly denied by the respondent.

RESPONSE TO BACKGROUND

4. On February 24, 2020, the Claimant filed that certain *Plaintiff's Original Petition for Trespass to Try Title, Temporary Injunction, Slander and Conspiracy to Commit Fraud* in the District Court of Shelby County, Texas (Cause No. 19CV34997) (the "Lawsuit").² The Lawsuit was filed pro se and includes dozens of oil and gas producer defendants, including Chesapeake Operating

Inc. After Chesapeake Operating filed for bankruptcy protection, the claims against Chesapeake Operating were severed and assigned a separate cause number (Cause No.19CV34997-A).

5. The Lawsuit, at its core, involves a dispute over title to roughly 83.7 acres of land located in the Z. C. Walker Survey in Shelby County, Texas (the "Nobles Property"). Shelby County is located within Chesapeake's Gulf Coast Business Unit (formerly referred to as the Eastern Gulf Coast Business Unit). The Plaintiffs contend that they own undivided mineral interests in the Nobles Property and that various oil and gas companies, including Chesapeake Operating, produced minerals from the Nobles Property without obtaining leases from the Plaintiffs or accounting to them for their alleged share of the oil and gas produced. Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED)

6. As to Chesapeake Operating specifically, the Plaintiffs allege that it "operated certain wells" on a 3.45-acre tract "under the lease name Pilot." The 3.45-acre tract appears to be part of the Nobles Property. The Reorganized Debtors firmly deny that they operated any wells located within the boundaries of any property allegedly owned by the Nobles family. Between 2009 and 2011, a Chesapeake entity drilled gas wells and created several gas units comprising lands located within the Z. C. Walker Survey, including three units called the "Nobles Gas Unit," the "Pilot Gas Unit" and the "Davis Gas Unit.⁹⁴ Although the Plaintiffs' pleadings do not reference any particular well or gas unit operated by Chesapeake Operating, the Plaintiffs' allegations suggest that their claims might have something to do with these three units. However, according to the unit declarations filed for each of these three units, as well as the coordinates of the tract of land that the Claimant alleges to be the Nobles Property, none of these units appear to include the Pilot IH well. The Pilot IH well was drilled in 2009 and completed in 2010 in the Pilot Gas Unit, the Davis IH

well was drilled in 2010 and completed in 2011 in the Davis Gas Unit, and the Nobles GU 1H well was drilled in 2010 and completed in 2011 in the Nobles Gas Unit. Nobles strictly disputes that these wells were permitted to or appear to have drilled into or perforate the subsurface underlying the Nobles Property with all facts disputed to be determined in a trial by jury. Attached at receipts indicating records of these sales and commissions supporting this claim as well. (See: EXHIBIT A - H ATTACHED)

7. The Claimant strictly disputes any conclusions as to the outcomes of the instant matter pending full and final adjudication as well as appeals and the reference of any speculation pertaining to the same is without basis and should be disregarded. The Claimant is willing to settle the instant matter for an amount not less than \$5,000,000.00 for each heir for the theft of property by deceit and fraud pertaining to the undisclosed production and commission in the instant matter.

The Nobles Claim

8. The movant admits to receiving the claims and notice of the Nobles Claim in the instant matter thereby admitting that jurisdiction in this Court is preceded; and the conclusions as well as inferences drawn from the averments made are strictly objected to.

9. The Claimant strictly disputes any conclusions as to the outcomes of the instant matter pending full and final adjudication as well as appeals and the reference of any speculation pertaining to the same is without basis and should be disregarded.

The Claims Reconciliation Process

10. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different context than an ordinary process of debt consolidation. This involves a dispute over real estate

property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

11. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different context than an ordinary process of debt consolidation. This involves a dispute over real estate property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

12. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different context than an ordinary process of debt consolidation. This involves a dispute over real estate property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

13. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different

context than an ordinary process of debt consolidation. This involves a dispute over real estate property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. The Claimant is willing to settle the instant matter for an amount not less than \$5,000,000.00 for each heir for the theft of property by deceit and fraud pertaining to the undisclosed production and commission in the instant matter.

Objection

14. The party Nobles avers that they have filed the requisite proof of claim pursuant to 502(b)(1) that deines prima facie evidence and validity of the amount claimed is required in a claim which has been provided in the instant matter.

15. The same was properly served on the Defendants which is a claim that is generally determined by nonbankruptcy law in a nonbankruptcy court.

16. The Party Nobles strictly disputes that any of their allegations has been refuted in the instant matter and avers that the material evidence in the instant matter suggests otherwise.

Nobles Is Entitled To Prima Facie Validity

17. Here, Nobles has met all of the elements entitling them to prima facie validity pursuant to the Bankruptcy standards under Rule 3001(a). The opposition also admits that this alone is not grounds to deny a claim and that circumstances of the matter as a whole must be understood to make a comprehensive determination. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested.

18. The Nobles Party strictly disputes any facts and averments set forth in the instant objection as well as inferences resulting therefrom on the basis that these claims are conclusory as well as without evidentiary basis and invoke the use of procedural terminology and technicality to

preclude Nobles from their substantive due process rights in violation of the due process of law. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

19. The Nobles Party strictly disputes that the unit declarations in the instant matter do not include the Nobles Property and instead the same is a claim falsely and fraudulently made to unjustifiably absolve the Plaintiff of their property in the instant matter. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

20. The Nobles Party strictly disputes that the unit declarations in the instant matter do not include the Nobles Property and instead the same is a claim falsely and fraudulently made to unjustifiably absolve the Plaintiff of their property in the instant matter. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

21. The Nobles Party strictly disputes that the unit declarations in the instant matter do not include the Nobles Property and instead the same is a claim falsely and fraudulently made to unjustifiably absolve the Plaintiff of their property in the instant matter. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

Third Party Claims

22. The Nobles Party cannot recover for third party claims but can recover for damages that have been caused to third parties to which the Nobles Party is liable to and for resulting from the rights and interests of the parties in the instant matter.

23. The Nobles Party cannot recover for third party claims but can recover for damages that have been caused to third parties to which the Nobles Party is liable to and for resulting from the rights and interests of the parties in the instant matter.

Reservation of Rights

24. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different context than an ordinary process of debt consolidation. This involves a dispute over real estate property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

25. The Claimant strictly disputes that the claim in the instant matter should be disallowed as the matters complained of in the pre-petition litigation are of a different nature and are in a different context than an ordinary process of debt consolidation. This involves a dispute over real estate property rights and title which are of an entirely different nature than a creditor debtor dispute and therefore the instant objections should be disregarded. Moreover, Attached are the exhibit leases and associated documents supporting Claimant Nobles' claim via a preponderance of the evidence. (See: EXHIBIT A - H ATTACHED) showing the Claimant's entitlement to the property requested herein.

WHEREFORE, it is hereby respectfully requested that this Honorable Court overrule the instant objection and allow the matter to proceed accordingly.

DATED: August 30, 2021

Respectfully Submitted,

* * *

OFFER OF SETTLEMENT

The Claimant is willing to settle the instant matter for an amount not less than \$5,000,000.00 for each heir for the theft of property by deceit and fraud pertaining to the undisclosed production and commission in the instant matter.

DATED: August 30, 2021

Respectfully Submitted,

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§
CHESAPEAKE ENERGY CORPORATION	§ CASE NO: 20-33233 (DRJ)
ET AL.	§
REORGANIZED DEBTORS	§ (JOINTLY ADMINISTERED)

CERTIFICATE OF SERVICE

I hereby certify that service has been made on the following individuals via first class certified mail on this 31st day of August, 2021.

DATED: August 31, 2021

Respectfully Submitted,

WHEREFORE, PREMISES CONSIDERED, Plaintiff ask the court to remove Bill Hill etal from the property after the property has been inspected of damage and contamination due from Defendants herein.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that all false interest be corrected prior to conclusion of case, along with all monetary damages in favor of Plaintiff.

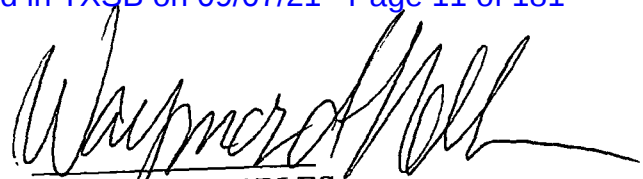
WHEREFORE, PREMISES CONSIDERED, Costs of bringing this action, including all reasonable and necessary, costs, fees, expenses, and costs of Court;

WHEREFORE, PREMISES CONSIDERED, Plaintiff also pray the court allows service by publication for all unknown interest owners to the property herein.

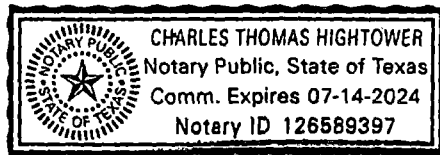
VERIFICATION

I, the plaintiff in the above-entitled action, I have read the foregoing petition, and know the contents thereof. The same is true of my knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, believe it to be true. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed at Shelby County, Texas.

Respectfully submitted,

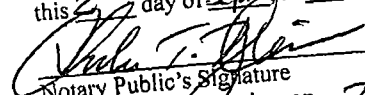


WAYMOND NOBLES
wnobles48@gmail.com
333 E. FM 942
Livingston, Texas 77351
936-249-8372



STATE OF Texas
COUNTY OF Folk

Sworn to (or affirmed) and subscribed before me
this 2nd day of Sept, 2021, by Waymond Nobles

 Charles T. Hightower
Notary Public's Signature Notary Name
My Commission Expires on 7-14-24

Form 205
(revised 6/01)

Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$200



**Articles of Organization
For A
Texas Limited Liability
Company Act**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JAN 27 2003

Corporations Section

Article 1 - Name

The name of the limited liability company is as set forth below:

JDMI LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose is set forth below.

First Name	M.I.	Last Name	Suffix
JON	S	BROWN	

C. The business address of the registered agent and the registered office address is:

Street Address	City	TX	Zip Code
502 E. KOLTAD ST.	PALESTINE		75801

Article 3 - Management

A. ☐ The limited liability company is to be managed by managers. The names and addresses of the initial managers are set forth below:

OR (Select either option A or option B; do not select both.)

B. ☒ The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the initial members are set forth below:

Manager/Member Name and Address Information

MANAGER/MEMBER 1:

LEGAL ENTITY: The manager/member is a legal entity named:

INDIVIDUAL: The manager/member is an individual whose name is set forth below:

First Name	M.I.	Last Name	Suffix
JAMES	H	DAVIS	

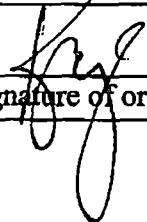
ADDRESS OF MANAGER/MEMBER 1:

Street Address	City	State	Zip Code
P.O. BOX 1520	PALESTINE	TX	75802

MANAGER/MEMBER 2:

LEGAL ENTITY: The manager/member is a legal entity named:

INDIVIDUAL: The manager/member is an individual whose name is set forth below:

First Name	M.I.	Last Name	Suffix
ADDRESS OF MANAGER/MEMBER 2:			
Street Address	City	State	Zip Code
MANAGER/MEMBER 3:			
LEGAL ENTITY: The manager/member is a legal entity named:			
INDIVIDUAL: The manager/member is an individual whose name is set forth below.			
First Name	M.I.	Last Name	Suffix
ADDRESS OF MANAGER/MEMBER 3:			
Street Address	City	State	Zip Code
Article 4 – Duration			
The period of duration is perpetual.			
Article 5– Purpose			
The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized.			
Supplemental Provisions/Information			
Text Area			
[The attached addendum are incorporated herein by reference.]			
Organizer			
The name and address of the organizer is set forth below.			
Name			
CORPORATION SERVICE COMPANY			
Street Address	City	State	Zip Code
800 BRAZOS	AUSTIN	TX	78701
Effective Date of Filing			
A. <input checked="" type="checkbox"/> This document will become effective when the document is filed by the secretary of state.			
OR			
B. <input type="checkbox"/> This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is			
Execution			
The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.			
 Signature of organizer			



Comptroller of Public Accounts
FORM 05-102
(Rev. 9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

■ Tcode 13196 Franchise

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

3 2 0 1 0 2 9 1 1 1 3

2 0 1 9

Taxpayer name

JDMI LLC

Mailing address

PO BOX 271120

City

CORPUS CHRISTI

State

TX

ZIP Code

78427

Plus 4

Secretary of State (SOS) file number or Comptroller file number

0800167131

● Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office

Principal place of business

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



SECTION A Name, title and mailing address of each officer, director or manager.

3201029111319

Name JAMES H DAVIS	Title GOVERNING	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address PO BOX 23014	City CORPUS CHRISTI	State TX	ZIP Code 78410
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
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Registered agent and registered office currently on file. (see instructions if you need to make changes)

Agent: **DOUGLAS D. MCLALLEN SR**

● Blacken circle if you need forms to change the registered agent or registered office information.

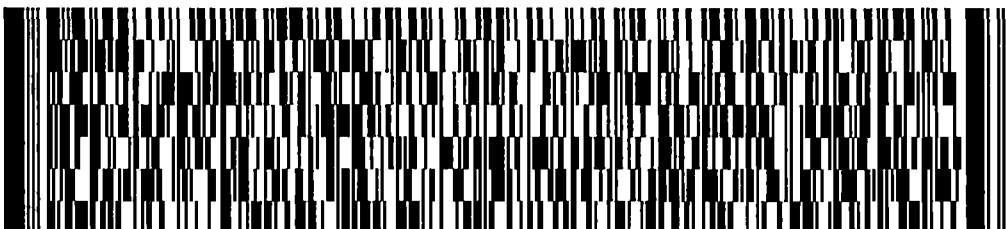
Office: 101 N. SHORELINE BLVD, SUITE 303	City CORPUS CHRISTI	State TX	ZIP Code 78401
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The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here Julie A Buckley	Title Electronic	Date 11-05-2019	Area code and phone number (361) 883 - 1871
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Texas Comptroller Official Use Only



VE/DE <input type="radio"/>	PIR IND <input type="radio"/>
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Davis v. Mueller

Supreme Court of Texas

March 23, 2017, Argued; May 26, 2017, Opinion Delivered

NO. 16-0155

Reporter

528 S.W.3d 97 *; 2017 Tex. LEXIS 481 **; 60 Tex. Sup. J. 1085; 2017 WL 2299316

JAMES H. DAVIS, INDIVIDUALLY AND D/B/A JD MINERALS, AND JD MI, LLC, PETITIONERS, v. MARK MUELLER, RESPONDENT

Prior History: [**1] ON PETITION FOR REVIEW FROM THE COURT OF APPEALS FOR THE SIXTH DISTRICT OF TEXAS.

Mueller v. Davis, 485 S.W.3d 622, 2016 Tex. App. LEXIS 1120 (Tex. App. Texarkana, Feb. 4, 2016)

Core Terms

deeds, conveyed, tracts, acres, conveyance, Grantor, court of appeals, granting clause, general grant, mineral interest, adverse possession, royalties, ambiguous, mineral, argues, description of property, royalty interest, summary judgment, conversion

LexisNexis® Headnotes

Real Property Law > Deeds > Construction & Interpretation

Real Property Law > Deeds > Validity Requirements > Property Descriptions

HN1 [⚡] **Deeds, Construction & Interpretation**

Texas law gives effect to a general conveyance of all the

grantor's property in a geographic area, such as a county, the state, or even the United States, thereby enlarging an accompanying conveyance of property specifically described.

Real Property Law > Deeds > Validity Requirements > Property Descriptions

Real Property Law > Deeds > Defenses Against Deed Enforcement > Statute of Frauds

HN2 [⚡] **Validity Requirements, Property Descriptions**

While the Statute of Frauds, *Tex. Bus. & Com. Code Ann. § 26.01*, requires only that certain promises or agreements be in writing and signed by the person to be charged, as applied to real-estate conveyances, the writing must furnish within itself, or by reference to some other existing writing, the means or data by which the land to be conveyed may be identified with reasonable certainty.

Real Property Law > Deeds > Construction & Interpretation

HN3 [⚡] **Deeds, Construction & Interpretation**

Texas law regards general granting clauses as valid and effective.

Civil Procedure > Appeals > Appellate Briefs

Governments > Courts > Authority to Adjudicate

Civil Procedure > Appeals > Summary Judgment Review > Standards of Review

HN4 [⚡] **Appeals, Appellate Briefs**

A court of appeals commits reversible error when it sua sponte raises grounds to reverse a summary judgment that were not briefed or argued in the appeal. The courts of

appeals may not reverse the judgment of a trial court for a reason not raised in a point of error. render judgment for petitioner.

Counsel: For Davis, James H., Individually and d/b/a JD Minerals, JDMI, LLC, Petitioners: Audrey Mullert Vicknair, Law Office of Audrey Mullert Vicknair, Corpus Christi, TX; Douglas D. McLallen Sr., Anderson Lehrman Barre & Maraist LLP, Corpus Christi, TX.

For Mueller, Mark J., Respondent: Bob Whitehurst, Whitehurst & Whitehurst, Tyler, TX.

Judges: CHIEF JUSTICE HECHT delivered the opinion of the Court. JUSTICE BOYD did not participate in the decision.

Opinion by: Nathan L. Hecht

Opinion

[*98] HNI [↑] Texas law has long given effect to a general conveyance of all the grantor's property in a geographic area, such as a county,¹ the state,² or even the United States,³ thereby enlarging an accompanying conveyance of property specifically described.⁴ We did not do so in *J. Hiram Moore, Ltd. v. Greer* because we concluded that the deed was ambiguous.⁵ The court [*99] of appeals reached the same conclusion in this case, but we think the deed here is clear. Accordingly, we reverse the court of appeals' judgment⁶ and

¹ *E.g., Holloway's Unknown Heirs v. Whatley*, 133 Tex. 608, 131 S.W.2d 89, 91-92 (Tex. 1939).

² *E.g., Smith v. Westall*, 76 Tex. 509, 13 S.W. 540, 540 (Tex. 1890).

³ *E.g., Tex. Consol. Oils v. Bartels*, 270 S.W.2d 708, 710 (Tex. Civ. App.—Eastland 1954, writ ref'd).

⁴ *E.g., Holloway's Unknown Heirs*, 131 S.W.2d at 91-92.

⁵ 172 S.W.3d 609, 614 (Tex. 2005).

I

In 1991, Virginia Cope,⁷ a Georgia resident at the time, conveyed to JD Minerals her mineral interests in ten [**2] vaguely described tracts in Harrison County, Texas.⁸ JD Minerals is James H. Davis's business name, and we refer to both of them as "Davis." The conveyance was on a printed form with tiny text. The list of tracts was followed by this sentence:

Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

⁶ 485 S.W.3d 622 (Tex. App.—Texarkana 2016).

⁷ At the time, Cope's name was Virginia Rose Mitchell. She executed other instruments involved in the case as Virginia Rose Mitchell, Virginia Rose Mills Cope, and Virginia Rose Purvis Cope.

⁸ The conveyance listed:

All of those certain tracts or parcels of land out of the following surveys in Harrison County, Texas described as follows:

1) 704.00 acres out of the G. W. PETTY, ET AL, A-582, ET AL, known as the "AMOCO PRODUCING COMPANY - JOHN HARRISON JR 'B'."

2) 671.260 acres out of the JOSEPH E WHITE, ET AL, A-755, ET AL, known as the "AMOCO PRODUCING COMPANY - CHARLOTTE M HYNSON GAS UNIT."

3) 671.260 acres out of the JOSEPH E WHITE, A-755, known as the "AMOCO PRODUCING COMPANY - CHARLOTTE MORRIS HYNSON."

4) 704.00 acres out of the S. T. WATTS, A-739, known as the "PEAK ENERGY CORPORATION - WILLIAM H LANE."

5) 644.200 acres out of the J. S. BELL, A-96, known as the "PEAK ENERGY CORPORATION WILLIAM H LANE."

6) 704.00 acres out of the G. JOHNSON, ET AL, A-359, ET AL, known as the "AMOCO PRODUCING COMPANY - MCELROY-CHEATHAM UNIT."

7) 677.800 acres out of the [**4] HENRY VARDEMAN, A-726, known as the "KEY PRODUCTIONS COMPANY - BEN POPE ET AL."

8) 40.000 acres out of the S. SHOTO, ET AL, A-632-722, known as the "PETROLEUM PRODUCING MANAGEMENT - TR #34 BETH GR NO UT."

9) 43.000 acres out of the S. SHOTO, ET AL, A-632, known as the "PETROLEUM PRODUCING MANAGEMENT - TR #40 BETH GR NO UT."

A three-sentence paragraph after the sentence just quoted contained a two-sentence Mother Hubbard clause and a general granting clause:

The "Lands" subject to this deed also include all strips, gores, roadways, water bottoms and other lands adjacent to or contiguous with the lands specifically described above and owned or claimed by Grantors. If the description above proves incorrect in any respect or does not include these adjacent or contiguous lands, Grantor shall, without additional consideration, execute, acknowledge, and deliver to Grant[ee], its successors and assigns, such instruments as are useful or necessary to correct the description and evidence such correction in the appropriate public records. Grantor hereby conveys to Grantee all of the mineral, royalty, and overriding royalty interest owned by Grantor in Harrison [**3] County, whether or not same is herein above correctly described.

About the same time, it so happened that James Hammond Mills, a Florida resident, conveyed his mineral interests in two tracts, also in Harrison County, also to [*100] Davis.⁹ The conveyance was on an identical form with a similarly vague description of the tracts followed by the same provisions.¹⁰

In 2011, Cope and Mills, independently, deeded to respondent Mark J. Mueller, a landman who had contacted them, the interests they had conveyed, respectively, to Davis in 1991. After obtaining the deeds from Cope and Mills, Mueller sued Davis to quiet title to the mineral interests (the "title claim").¹¹ Mueller asserted that the property descriptions and

general granting clause in the 1991 deeds were insufficient [**5] to satisfy the requirement of the Statute of Frauds¹² that property conveyed be identified with reasonable certainty.¹³ Mueller also sued for conversion of the royalties and payments obtained from the mineral interests, adverse possession, fraud,¹⁴ and failure of consideration (the "other claims"). Davis raised various affirmative defenses. Both sides moved for summary judgment on the title issue. Davis did not contend that the property descriptions in the 1991 deed satisfied the Statute of Frauds but argued that the general granting clause was sufficient to pass title of all the grantors' mineral interests in Harrison County. The trial court denied Mueller's motion and granted Davis's without stating the grounds, and rendered a take-nothing judgment against Mueller.

On appeal, Mueller argued that the general granting clause is ambiguous because it purports to convey all the grantor's interests in the county—a large amount of property—although located in the same paragraph as the Mother Hubbard clause, a catch-all for small, overlooked interests. The court of appeals agreed, concluding that the parties' intent is a fact issue to be decided by a jury.¹⁵ Although Mueller confined his arguments [**6] to his title claim, the court also reversed summary judgment on his other claims of statutory fraud, conversion, and adverse possession.¹⁶

We granted Davis's petition for review.¹⁷

10) 625.550 acres out of the E. A. MERCHANT, A-430, known as the "EP OPERATING COMPANY - WHITE-DAVID."

⁹The conveyance listed:

All of those certain tracts or parcels of land out of the following surveys in Harrison County, Texas described as follows:

1) 704.00 acres out of the G. W. PETTY, ET AL, A-582, ET AL, known as the "AMOCO PRODUCING COMPANY - JOHN HARRISON JR 'B'."

2) 704.00 acres out of the G. JOHNSON, ET AL, A-359, ET AL, known as the "AMOCO PRODUCING COMPANY - MCELROY - CHEATHAM UNIT."

¹⁰Mueller contends that Cope and Mills received the form conveyances unsolicited in the mail.

¹¹In 1994, Cope deeded to Charles B. Horne the same mineral interests she had conveyed to Davis. Horne, in turn, deeded them to Mueller, first in 1996, and again in 2011, with a more legible

instrument. The property descriptions in these three deeds are as vague as or vaguer than those in Cope's 1991 deed. The property descriptions in the 2011 deeds from Cope and Mills to Mueller are more detailed. Only the two deeds from Horne to Mueller have general granting clauses. Davis does not argue that if he did not obtain title to Cope's and Mills's interests in 1991, neither did Mueller through the later deeds.

¹²*Tex. Bus. & Com. Code* § 26.01.

¹³*Long Trusts v. Griffin*, 222 S.W.3d 412, 416 (Tex. 2006) (per curiam).

¹⁴Mueller sued for common-law fraud as well as for violations of *Chapter 12 of the Texas Civil Practice and Remedies Code*, which imposes liability for making a fraudulent claim against real property. *Tex. Civ. Prac. & Rem. Code* §§ 12.001-.007.

¹⁵485 S.W.3d 622, 631 (Tex. App.—Texarkana 2016).

¹⁶*Id.* at 632-633.

¹⁷60 Tex. Sup. Ct. J. 430 (Feb. 17, 2017).

[*101] II

HN2[↑] While the Statute of Frauds requires only that certain promises or agreements be in writing and signed by the person to be charged,¹⁸ as applied to real-estate conveyances, "the writing must furnish within itself, or by reference to some other existing writing, the means or data by which the land to be conveyed may be identified with reasonable certainty."¹⁹ Forty-five years ago, we noted that this "rule by which to test the sufficiency of the description [of property to be conveyed] is so well settled at this point in our judicial history, and by such a long series of decisions by this Court, as almost to compel repetition by rote."²⁰ Nothing since then has occurred to call the rule into question.

The specific property descriptions in Cope's and Mills's 1991 deeds to Davis do not satisfy the Statute of Frauds, and as we have just said, Davis does not argue to the contrary. But HN3[↑] Texas law has also long regarded general granting clauses as valid and effective, a proposition Mueller does not dispute.²¹ We could not give **[**7]** effect to a general granting clause in *J. Hiram Moore, Ltd. v. Greer* because it was ambiguous.²² Mueller argues, and the court of appeals agreed, that the same is true here. But *Moore* was different.

Mary Greer and her three sisters partitioned an 80-acre tract in the Railroad Survey in Wharton County into four 20-acre tracts.²³ Each received the surface estate and minerals in one tract and a non-participating royalty interest in each of the other three tracts.²⁴ Two of the tracts, not Greer's, were pooled with an adjacent tract in the Barnard Survey to form the SixS Frels unit.²⁵ Greer then deeded the mineral royalties produced from "[a]ll of that tract of land out of the [Barnard Survey]" known as the SixS Frels unit.²⁶ Greer owned no unit

royalty interest in any tract in the Barnard Survey.²⁷ So the specific description conveyed nothing. But "[i]n addition", the deed continued, "it is the intent of this instrument to convey . . . all of [Greer's] royalty and overriding royalty interest in [Wharton County]".²⁸ This general grant would have included the interests she did own in the Railroad Survey. Because the deed "in effect states that Greer conveys nothing, and that she conveys everything", we concluded **[**8]** that it was ambiguous and could not be construed as a matter of law.²⁹

In *Moore*, the general granting clause created an ambiguity; in the present case, it resolves one. Mueller does not argue that Cope and Mills, like Greer, did not own the mineral interests they attempted to convey by their 1991 deeds. Rather, he argues that the deficiencies of the specific descriptions cannot be cured by the general granting clause. But that is precisely the **[*102]** purpose of the general grant when included with specific grants.

Mueller argues that the 1991 deeds are ambiguous because the general granting clause is in the same paragraph as the Mother Hubbard clause. A Mother Hubbard clause is not effective to convey a significant property interest not adequately described in the deed.³⁰ The proximity shows, Mueller contends, that the general grant was only of all small pieces of the specifically described tracts in Harrison County, not of other tracts. But if that were true, the general grant would accomplish nothing; the Mother Hubbard clause itself covers small pieces that may have been overlooked or incorrectly described. The general grant's conveyance of "all of the mineral, royalty, and overriding **[**9]** royalty interest owned by Grantor in Harrison County, whether or not same is herein above correctly described" could not be clearer. All means all.

Mueller also argues that, as we stated in *Texas Builders v. Keller*, a reference to "an unidentified portion of a larger, identifiable tract is not sufficient" to satisfy the Statute of Frauds.³¹ We agree with that proposition, of course, but it has

¹⁸ *Tex. Bus. & Com. Code* § 26.01.

¹⁹ *Morrow v. Shotwell*, 477 S.W.2d 538, 539 (Tex. 1972).

²⁰ *Id.*

²¹ *E.g.*, *Holloway's Unknown Heirs v. Whatley*, 133 Tex. 608, 131 S.W.2d 89, 91-92 (Tex. 1939); *Smith v. Westall*, 76 Tex. 509, 13 S.W. 540, 540 (Tex. 1890); *Witt v. Harlan*, 66 Tex. 660, 2 S.W. 41, 41-42 (Tex. 1886).

²² 172 S.W.3d 609, 614 (Tex. 2005).

²³ *Id.* at 610.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.* at 612.

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.* at 614.

³⁰ *See Jones v. Colle*, 727 S.W.2d 262, 263 (Tex. 1987).

³¹ 928 S.W.2d 479, 482 (Tex. 1996); *see also Greer v. Greer*, 144 Tex. 528, 191 S.W.2d 848, 850 (Tex. 1946); *Smith v. Sorelle*, 126 Tex. 353, 87 S.W.2d 703, 706 (Tex. 1935).

no application here. A conveyance of the north³² or east³³ part of a tract does not identify specific acreage; neither does a conveyance of a certain number of acres out of a subdivision or survey in which the grantor owns multiple tracts.³⁴ The rule Mueller cites would apply if Cope and Mills had conveyed part of what they owned in Harrison County, because the parts could not be identified from the deeds. But they conveyed all.

Mueller argues that each grantor's express agreement "to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land" shows that the parties contemplated that any other tracts would be covered by separate instruments, which would not be necessary if the general grant covered them. But the agreement is consistent [**10] with the general grant. It simply provides that if supplemental instruments are required to carry out the specific and general grants, the grantor will supply them.

Finally, Mueller argues that the general grant should not be enforced according to its terms because Davis is a bad actor who has been sued many times for fraud, including by the Texas Attorney General. But none of the other actions Mueller cites are remotely related to this suit. *Texas Rule of Evidence 404(a)* provides that "[e]vidence of a person's character or character trait is not admissible to prove that on a particular occasion the person acted in accordance with the character or trait."³⁵ And even if it were, Mueller's evidence of Davis's character is no reason to interpret the general grants [**103] in the 1991 deeds other than according to their plain terms.

We conclude that the general grants in the 1991 deeds are valid and unambiguous, conveying title of Cope's and Mills's Harrison County mineral interests to Davis. Because those conveyances preceded the conveyances of the same interests to Mueller, Davis has superior title.

III

One small matter remains. As we have noted, Mueller asserted other claims besides the title claim. The trial court's summary judgment [**11] adjudicated them all in Davis's favor. Although Mueller appealed only on his title claim, not his other claims, the court of appeals addressed them.³⁶ It affirmed summary judgment on Mueller's claims for common-law fraud and failure of consideration,³⁷ and Mueller does not complain of those rulings. But the court of appeals remanded Mueller's claims for statutory fraud, conversion, and adverse possession, and Davis complains that in so doing the court improperly granted relief Mueller did not request.³⁸ In response, Mueller contends that Davis did not raise his complaint in his petition for review and cannot urge it now.³⁹

But while Davis did not assert in his petition for review that the court of appeals should not have addressed claims on which Mueller did not appeal, he did assert that those claims have no merit. Davis's petition lists among the issues presented: because Davis's title is superior, "Mueller's allegation of Fraudulent Claim Against Real Property . . . necessarily fails, as does his claim that Davis converted the royalties and payments made on those interests". We agree. Davis cannot have fraudulently claimed, or converted royalties from, property he owns. The petition [**12] also

³⁶ Mueller requested that the court of appeals reverse and render "on the basis that the Mother Hubbard Clause . . . is only meant to convey small strips of adjoining property. . . ." or, "[i]n the alternative . . . on the basis that the conveyances do not comply with the Statute of Frauds", or again in the alternative, "on the basis that there are issues of fact to be decided by the trier of fact." These questions of fact, as Mueller describes them in his brief, do not pertain to his claims of conversion, statutory fraud, or adverse possession. Mueller instead describes these questions as "remain[ing] as to what property was conveyed", "concerning the possession and control of the mineral interests", and "remain[ing] due to the cumulative nature of [Davis's] prior bad acts."

³⁷ 485 S.W.3d 622, 632-633 (Tex. App.—Texarkana 2016).

³⁸ See *Wells Fargo Bank, N.A. v. Murphy*, 458 S.W.3d 912, 916 (Tex. 2015) ("HN4[↑] A court of appeals commits reversible error when it sua sponte raises grounds to reverse a summary judgment that were not briefed or argued in the appeal."); *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex. 1993) ("We have held repeatedly that the courts of appeals may not reverse the judgment of a trial court for a reason not raised in a point of error.").

³⁹ See *Tex. R. App. P. 55.2(f)* ("[T]he brief may not raise additional issues or points or change the substance of the issues or points presented in the petition.").

³² *Morrow v. Shotwell*, 477 S.W.2d 538, 540 (Tex. 1972).

³³ *Matney v. Odom*, 147 Tex. 26, 210 S.W.2d 980, 982 (Tex. 1948).

³⁴ *Greer v. Greer*, 191 S.W.2d at 849 ("70 acres of land, more or less, out of the A.N. McKnight Survey, Patent No. 736, Volume 3, Abstract No. 400"); *Smith*, 87 S.W.2d at 704 ("100 acres out of blocks eight and nine of the subdivision of Jose Maria Pineda survey . . . Pat. 608, Vol. 2"); *Pfeiffer v. Lindsay*, 66 Tex. 123, 1 S.W. 264, 265 (Tex. 1886).

³⁵ *Tex. R. Evid. 404(a)*.

states that "Mueller's claim for adverse possession is barred by the statute of limitations." In his brief, Davis notes that Mueller does not contend that he adversely possessed the interests conveyed by the 1991 deeds, but that Cope and Mills did. Cope and Mills are not parties to this action, and Mueller has no standing to prosecute any claim for adverse possession they might have. Without considering whether any such claims would be barred by limitations, we hold that Mueller cannot prosecute them.

Thus, the court of appeals erred in remanding Mueller's other claims for statutory fraud, conversion, and adverse possession.

[*104] * * * *

For these reasons, the court of appeals' judgment is reversed and judgment is rendered that Mueller take nothing.

Nathan L. Hecht

Chief Justice

Opinion delivered: May 26, 2017

TEXAS SECRETARY of STATE
RUTH R. HUGHS**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

Filing Number: 800167131 **Entity Type:** Domestic Limited Liability Company (LLC)
Original Date of Filing: January 27, 2003 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32010291113 **FEIN:**
Duration: Perpetual
Name: JDMI LLC
Address: PO BOX 271120
CORPUS CHRISTI, TX 78427 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
Name	Address			Inactive Date	
Douglas D. McLallen Sr	101 N. Shoreline Blvd, Suite 303 Corpus Christi, TX 78401 USA				

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Last Update December 26, 2014	Name JAMES H DAVIS	Title GOVERNING PERSON	Address PO BOX 23014 CORPUS CHRISTI, TX 78410 USA		

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AMENDMENT TO OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS

§

§

COUNTY OF SHELBY

§

WHEREAS, WILLIE NOBLES, SR., executed an oil, gas and mineral lease dated the 16th day of May, 1984, covering 78.74 acres of land situated in the Z. C. Walker Survey, A-757, Shelby County, Texas; and which said oil, gas and mineral lease is recorded in Volume 638, Page 510, Shelby County Deed Records; and,

WHEREAS, Bill Hill & Associates and/or Bill Hill, dba Bill Hill Oil & Gas Production, is the owner of said oil, gas and mineral leases, and the parties desire to amend Paragraph "4" of said oil, gas and mineral lease insofar and insofar only as the following sentence is concerned: " . . . Units pooled for oil hereunder shall not substantially exceed 40 acres in area . . . and do hereby amend said oil, gas and mineral lease so that it will now read as follows: "Units pooled for oil hereunder shall not substantially exceed 80 acres in area . . . "

This amendment is made for a good and valuable consideration and made in order to comply with the field rules in the field in which production has been obtained on the above described tract, and shall be effective as of the date of first production.

THE STATE OF TEXAS

§

COUNTY OF

§

THIS INSTRUMENT was acknowledged before me by Annie L. Nobles
Johnson on the 30th day of May, 1986.

Ranford Johnson
NOTARY PUBLIC, STATE OF TEXAS

My commission expires:

11/30/88.

Ranford Johnson
PRINTED NAME OF NOTARY

THE STATE OF TEXAS

§

COUNTY OF GREGG

§

THIS INSTRUMENT was acknowledged before me by BILL HILL On the 16th
day of May, 1986.

Linda Alford
NOTARY PUBLIC, STATE OF TEXAS
LINDA ALFORD

My commission expires:

3-10-90

1945

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY X

BEFORE ME, the undersigned authority, on this day personally appeared W. H. Hicks and Oscar Jennings, Affiants, who on their oaths say that they are each over the age of twenty-one (21) years and not incapacitated in any way; that they were each personally acquainted with Jeff E. Nobles, Sr., Emily Booth Nobles, the first wife of Jeff E. Nobles, Sr., and Eliza King Nobles, the second wife of Jeff E. Nobles, Sr., and that they are each fully cognizant of the hereinafter recited facts:

That Jeff E. Nobles, Sr. was married twice only; that Jeff E. Nobles, Sr.'s first marriage was to Emily Booth Nobles, who was married only one time that being to the said Jeff E. Nobles, Sr.; that Emily Booth Nobles died in 1900; that during the marriage of Jeff E. Nobles, Sr. and Emily Booth Nobles the following children were born as issue of said marriage and none other and none were adopted:

(1) Lura (often referred to as Laura) Nobles, who died a single woman in the year of 1931; that Lura Nobles never married and never had any children born to her, nor did she ever adopt any children.

(2) Charles Nobles who died in 1972; that Charles Nobles was married to Ora Nobles and Mehalia Nobles, but that both marriages were terminated by divorce and there were no children born as issue of either of said marriages, nor were any children adopted during said marriages; that Charles Nobles at the time of his death was married to Johnnie Mae Nobles who is still living; that Charles Nobles was not the natural father of any children as issue of any of the marriages referred to nor otherwise, nor were any children adopted during any of the said marriages.

(3) Jeff E. Nobles, Jr. who is living, is married to Cammie Nobles and resides in Shelby County, Texas.

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(5) Willie Nobles is alive and resides in Nacogdoches County, Texas.

That Jeff E. Nobles, Sr.'s second marriage was to Eliza King Nobles; that such marriage took place in the year 1902; that Eliza King Nobles' only marriage was to the said Jeff E. Nobles, Sr.; that during the marriage of Jeff E. Nobles, Sr. and Eliza King Nobles the following children were born as issue of said marriage and none other and none were adopted:

(1) Mody Nobles who is living and resides in Shelby County, Texas.

(2) Henry Nobles who died June 23, 1928; that Henry Nobles was never married and that Henry Nobles was not the natural father of any children, nor did he ever adopt any children.

(3) K. P. Nobles who died in the year 1933; that K. P. Nobles was never married and that K. P. Nobles was not the natural father of any children, nor did he ever adopt any children.

(4) Maud Nobles who died in the year 1964; that Maud Nobles was married one time which marriage was terminated by divorce; that one child was born of issue of such marriage but that such child died during infancy prior to the death of Maud Nobles; that no other children were ever born to Maud Nobles, nor did she ever adopt any children.

(5) Jessie Nobles who is alive and resides in Shelby County, Texas. that Eliza King Nobles, the second wife of Jeff E. Nobles, Sr. died in 1944; that Jeff E. Nobles, Sr., Emma Booth Nobles, the first wife of Jeff E. Nobles, Sr., and Eliza King Nobles, the second wife of Jeff E. Nobles, Sr., all died intestate; that no administration was ever had on the estates of either Jeff E. Nobles, Emily Booth Nobles or Eliza King Nobles, no necessity existing for such administrations; that Lura Nobles, Charles Nobles, Emma Nobles Jackson, Henry Nobles, K. P. Nobles, and Maud Nobles all died intestate and that no administration was ever had on the estates of any of said parties listed immediately hereinbefore, no necessity existing for such administrations of their estates.


Affiant

*Jessie
copy*



May 25, 2010

Ms. Annie Louis Johnson
1009 Devereaux Street
Nacogdoches, Texas 75961

Mr. Aaron Nobles
1704 Chandler Street
Nacogdoches, Texas 75961

Ms. Georgia Ree Simon
2633 Overton Road
Dallas, Texas 75216

Ms. Margie Lee Pleasant
2602 Overton Road
Dallas, Texas 75216

Ms. Juanita Nobles
1009 Devereaux Street
Nacogdoches, Texas 75961

Ms. Shirley Earl Nobles Garrett
810 Ray Street
Nacogdoches, Texas 75961

Mr. Charles Edward Nobles
2633 Overton Road
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Ms. Shelia Ann Greer
1009 Devereaux Street
Nacogdoches, Texas 75961

Mr. Lonnie Aaron Greer
1009 Devereaux Street
Nacogdoches, Texas 75961

Mr. Kenneth Ananais Fields
2222 CR 341
Nacogdoches, Texas 75961

Ms. Peggy Joyce Nobles
20607 CR 3227 South
Cushing, Texas 75760

Ms. Jessie Mae Moody
604 Crawford Street
Center, Texas 75935

Mr. Bobby Joe Harris
1177 CR 845
Cushing, Texas 75760

Mr. Tommy Earl Harris
621 Lucas Street
Nacogdoches, Texas 75961

Ms. Betty Marie Harris
621 Lucas Street
Nacogdoches, Texas 75961

Mr. Curtis Joe Harris
2633 Overton Road
Dallas, Texas 75216

Mr. James Lee Harris
P.O. Box 164
Laneville, Texas 75667

Ms. Lavatrice J. Davis
5618 Edgemar Avenue
Los Angeles, California 90043

Ms. Diane Jackson
1343 Maltman Avenue, No. 6
Los Angeles, California 90043

Re: J.E. Nobles Estate, et al vs. Bill Hill Production;
Nobles Well No. 2 (Operator – Bill Hill)
Abstract 757, Z.C. Walker Survey, Shelby County, Texas

Dear Ladies and Gentlemen:

This letter will confirm that you have engaged Rebecca C. Brightwell, P.L.L.C. to represent you in the matter involving the disputed royalty payments by Bill Hill a/k/a Bill Hill Production Co. and any other affiliate companies or interested entities. Also, I will represent each of you regarding whether the well is producing in paying quantities and whether there is a breach of the lease at issue for each of you.

I am most appreciative of the trust you have placed in me and I will handle this matter as expeditiously as its nature will permit. I will also attempt to keep the cost as low as possible consistent with our professional responsibility to you.

I have requested a retainer of \$2,000.00 for the legal services involved in the reviewing this matter which you have provided. I will apply all legal services against the retainer until the retainer needs to be replenished. I will keep a record of our time spent on your behalf at the rate of \$75.00 per hour and if the minimum attorney's fees stated above is exceeded, I will then begin to bill you on a periodic basis for all time spent on your behalf at such agreed hourly rate. Also, it is agreed that as payment for her legal services in this matter, Ms. Brightwell will receive a 1% overriding royalty interest from the J.E. Nobles Estate, collectively all of the participants listed above on the mineral estate which is described in the leases at issue.

All fees billed in excess of the minimum attorney's fee are payable within thirty (30) days of the billing unless other arrangements are made and confirmed in writing. All fees are to be paid in Angelina County, Texas.

If the initial retainer has been depleted, you have agreed to pay the balance on the account each month beginning the first day of each month and continuing on the first day of each month thereafter until fully paid.

The costs of court and all reasonable expenses advanced or incurred by the Attorney in the handling of this claim shall be paid by the Client out of the Client's share of any recovery that is obtained. In the event of a recovery, Client agrees that the Attorney may pay any unpaid bills from the Client's share of the recovery, but the Attorney is not bound to pay any of these expenses or charges.

Reasonable expenses in pursuing the case include but are not limited to court costs, travel expenses, long-distance phone calls, postage, retaining the services of a private investigative firm, retaining the services of a landman to determine title, document reproduction, telecopier transmissions, and so forth. These expenses will be itemized on the disbursement fee settlement statement either at settlement or introduced at the time of trial into evidence for the recovery of such expenses. All court costs and other expenses will be deducted from any recovery whether in settlement or after an award by the Court.

Should any dispute arise regarding the terms or conditions of this agreement, contract or the fee, costs or expenses payable thereunder, all parties hereby agree that the dispute shall be referred to

other person. On the other hand, separate representation for each of you is generally more costly, more contentious, and more time-consuming than joint representation.

2. Disclosure of Information/Open Relationship.

I believe that Rebecca Cousins Brightwell can effectively represent each of you in this matter if material information disclosed to me by either of you relating to the disputed royalty issue and non-payment of royalty interest in the Noble Well No. 2 operated by Bill Hill which must be preserved in confidence without disclosure to the other person. Accordingly, if I am to represent each of you, it will only be with the express understanding that any material information disclosed to Rebecca Cousins Brightwell by either of you and which relates to this cause of action shall be disclosed to the other person if knowledge of such information would be necessary or useful for him or her to make informed decisions.

3. Attorney-Client Privilege.

I believe that any information disclosed to Rebecca Cousins Brightwell by either of you during this joint representation and relating to this cause of action will not be protected by the attorney-client privilege in the event of a subsequent legal dispute between each of you relating to the cause of action. In addition, Rebecca Cousins Brightwell would not be able to represent either of you in connection with any such legal dispute and each of you would be required to obtain separate legal counsel.

4. Future Conflicts.

At this time, there does not appear to be any difference of opinion between you about the fundamental terms of the lease negotiations. But it may turn out that upon further consideration you have differing opinions about the terms of the cause of action. If I determine that there are material differences on one or more issues that cannot be resolved amicably or on terms compatible with the mutual best interests of the three of you, then I must at that time withdraw from the joint representation and Rebecca Cousins Brightwell would not be able to represent you in connection with this matter. If this occurs, I will, if you wish, assist each of you in obtaining new counsel.

Please examine this agreement, and accept my proposal by executing in the space provided below, and return to me the original of this letter, having been executed. I appreciate the opportunity to represent you, and pledge my best efforts in this matter.

You agree that this firm reserves the right to terminate the attorney-client relationship and withdraw from your further representation for any of the following reasons:

1. your failure to cooperate and comply fully with any reasonable request of this firm's about your case;
2. your engaging in conduct or making statements that render it unreasonably difficult for this firm to carry out the purposes of its employment;
3. your insisting that this firm engage in conduct that is contrary to our judgment and advice;
4. your failure to pay fees and costs as provided in this agreement.

Privacy Policy Notice: Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected our clients' right to privacy. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services that we provide so as to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Being that the property is owned jointly, I will be representing all of you regarding this matter. Further, let me also explain that in determining whether you should consent to this joint representation, you should carefully consider the following:

1. Role as Joint Legal Counsel.

In our joint representation of each of you, I will strive to represent you in a professional manner, and resolve the disputed royalty issue and non-payment of royalty interest in the Noble Well No. 2 operated by Bill Hill is mutually advantageous to each of you and is compatible with the interests of each of you. Because I will be representing each of you in carrying out this representation, we must consider the interests of each of you – not the interests of any one person. As you are probably aware, one advantage to separate legal representation for each of you is that your respective legal counsel would be acting solely on your behalf – looking out for your best interests exclusively without regard to the interests of the

binding arbitration by an arbitrator appointed by the Senior United States District Judge for the Eastern District of Texas.

My services will consist of the court appearances, telephone conferences, travel, investigative work, legal research, review of material received from all sources, drafting of pleadings and incidental correspondence, participation in settlement conferences, and other necessary preparation for your claim against Bill Hill a/k/a Bill Hill Production Co. and any other defendants for non-payment of bonus monies for executing the Oil, Gas, and Mineral Lease at issue.

You have also agreed to assist us in furnishing necessary witnesses to appear on reasonable notice and have agreed to comply with all of the firm's reasonable requests in connection with the preparation and presentation of your case.

Just as you are depending on my expertise and professionalism, I will depend on you to keep faith with us if complexities develop in your case where you did not expect them. Your continuing faith in this firm during what might become a prolonged period is vitally important to the maintenance of your legal rights; its importance simply cannot be overemphasized.

Conversations between an attorney and client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal any confidential communications. The reason for this confidentiality protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest. Your candor will assist us tremendously in representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on us to be candid with you, as well.

I will do my best to keep you advised on how the case seems to be progressing, based on information we receive from the court, from the other side, and from you. We will send you copies of all pleadings for your information.

We will do everything possible to expedite the appropriate disposition of your case consistent with the time limitations imposed by law and the protection of your present and future legal interests. There may well be some difficult decisions for you to make. It is an attorney's responsibility to advise you on the legal ramifications of the decisions, but *you* must make the actual decisions.

If the court grants this firm a judgment against Bill Hill a/k/a Bill Hill Production Co. and any other responsible parties for your attorney's fees, it will still be your responsibility to pay the firm in accordance with the terms of this letter contract. The firm will then give your account credit for sums collected from Bill Hill a/k/a Bill Hill Production Co. and any other defendants, if, as, and when the sums are paid, less reasonable costs (including attorney's fees) incurred by the firm in collecting them.

This firm reserves the right and privilege to destroy a client's file five years from the date the file is closed.

WAYMOND NOBLES

Plaintiff

TONJA HAWTHORNE

Intervenor-Plaintiff

vs.

Defendants

BILL HILL OIL & GAS

PRODUCTION ETAL, RHONDA

HILL HAMILTON, RHETTA HILL COLLIER,

RESA HILL WILKINS, RON

HAMITON, TERRY HASKIN,

ALLEN WILKINS, R&F OPERATING

COMPANY, SCURLOCK PERMIAN

CORPORATION, WICO ENERGY

COMPANY,

PLAINS MARKETING, CONOCO

PHILLIPS, WESTCO FAMILY

LIMITED PARTNERSHIP, SND

OPERATION LLC., ENDURO

OPERATING LLC., ENCORE OPERATING

LP., CHESAPEAK OPERATING INC.,

I.D. MINERALS CORPORATION, JON S

BROWN, BASIC ENERGY LP., JEN SEN

OIL LLC., PATRICIA MAXWELL, SARAH

DONALDSON, STEPHEN DONALDSON,

DEMITRA DONALDSON, MARILYN

ROUNDTREE, DEBORAH AKPATA,

MAE BERTHA WARD WILLIAMS,

LEACHRESS ANITA GREER DORSEY,

REGINA NEIL GREER NETHERLY, ISAIAH

DONALDSON, JACOB DONALDSON,

JASON DONALDSON, JOHN DONALDSON,

JAY HUGH DONALDSON, LARRY

DONALDSON, RAMONA JACKSON,

JENNIE H. RIDDICK, RAFAEL

ANDERSON, DIANE NORTHRUP,

IN THE DISTRICT COURT 123RD

OF

SHELBY COUNTY, TEXAS

HEZEKIA DONALDSON, MARSHAL §
EXPLORATION, JERALD A. WATERS, §
PXPL LOUISIANA LLC, DEEP EAST TEXAS §
ELECTRIC COMPANY, BASIC ENERGY §
SERVICES GP., BASIC ENERGY §
SERVICES LLC., BASIC ENERGY §
SERVICES INC, HALLIBURTON §
ENERGY SERVICES, §

Involuntary Plaintiffs

SHELIA ANN GREER, LONNIE AARON §
GREER, SHIRLEY NOBLES, §
ANNIE LOUISE JOHNSON, §
GEORGIA REE SIMON, WILLIAM NOBLES, §
AARON NOBLES JR., TOMMY EARL §
HARRIS, CHARLES NOBLES, §
JAMES, LEE HARRIS, BOBBY HARRIS, §
CURTIS HARRIS, JESSIE MAE MOODY, §
BETTY HARRIS, KENNETH FIELDS, §
§
§

**INTERVENER-PLAINTIFF ORIGINAL PETITION FOR TRESPASS TO
TRY TITLE, SLANDER, TEXAS THEFT LIABILITY ACT AND
CONSPIRACY TO COMMIT FRAUD**

TO THE HONORABLE JUDGE OF SAID COURT

COME NOW, Intervener-Plaintiff, (Tonja Hawthorne) herein files this Intervener-Original Petition Trespass to Try Title, Slander and Conspiracy to Commit Fraud complaining of Bill Hill Oil & Gas Production, Rhonda Hill Hamilton, Rhetta Hill Collier, Resa Hill Wilkins, Ron Hamilton, Terry Haskin, Allen Wilkens, R&F Operating Company, Scurlock Permian

Corporation, WICO Energy Company, Plains Marketing LP, Conoco Phillips, West Co Family Limited Partnership, SND Operating LLC, Enduro Operating LLC., Encore Operating LP., Chesapeake Operating Inc., J.D. Minerals Inc., Jon S. Brown, Basic Energy Services LP., Jensen Oil LLC., Patricia Maxwell, Sarah Donaldson, Stephen Donaldson, Mary Donaldson, Demetra Donaldson, Marilyn Roundtree, Deborah Akpata, Mae Berta Ward, Leachress Greer Dorsey, Regina Greer Netherly, Danitra Donaldson, Isaiah Donaldson, Jacob Donaldson, Jay Hue Donaldson, Hezekiah Donaldson, Jennie Reddrick, Dianne Northrup, Refeal D. Anderson, dson, Plaintiff would respectfully show the Court as follows: Halliburton Energy Services Inc., Jason Donaldson and John Donal

CASE LEVEL

Discovery is intended to be conducted under Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure.

PARTIES

Defendant: Patricia Maxwell resides at 1246 Woodburn Trl. Dallas, TX 75241-2604

Defendant: Sarah Donaldson resides at 642 Genoa Ave Dallas, TX 75216-1039

Defendant: Stephen Donaldson resides at 1555 Nottingham Dr. apt 1102 Denton, TX 76209

Defendant: Demetra Donaldson resides at 1537 Gillette St. Dallas, TX 75217

Defendant: Marilyn Roundtree resides at 6506 Baraboo Dr. Dallas, TX 75241

Defendant: Deborah Akpata resides at P.O. Box 19175 Forth Worth, TX 76119

Defendant: Mae Bertha Ward Williams resides at 1206 Grinnell St. Dallas, TX 75216

Defendant: Leachress Greer Dorsey resides at 1703 N. Highlands Xing Highlands, TX 77562

Defendant: Regina Greer Netherly resides at 7907 Sarah Lane Baytown, TX. 77521

Defendant: Danitra Donaldson resides at 521 E. Windsor Dr. apt 15 Denton, TX 76209

Defendant: Isaiah Donaldson resides at 2829 Halbert St. Ft. Worth, TX 76112

Defendant: Jacob Donaldson resides at 1401 Genevieve Ave. LaFeria, TX 78559

Defendant: Jason Donaldson resides at 1704 White Cap Ct. DeSoto, TX 75115

Defendant: John Donaldson resides at 304 N. Ross Ave. Mexia, TX 76667

Defendant: Rhonda Hill Hamilton resides at 17 Oak Forest Dr. Longview, TX 75605

Defendant: Rhetta Hill Collier resides at 3214 Lopez Ct. Longview, TX 75605

Defendant: Resa Hill Wilkins resides at 21310 Highland Knolls Dr. Katy, TX 77450

Defendant: Ron Hamilton resides at 17 Oak Forest Drive Longview, Texas 75605

Defendant: Terry Haskin resides at 256 Green Valley Rd Freedom, CA 95019

Defendant: Allen Wilkins resides at 2808 Tryon Rd Longview TX 75601

Defendant: Jerald A. Waters resides at 21310 Highland N. Dr. Katy, TX 77450

Defendant: R&F Operating Company C/O Registered Agent Richard Hoell 1401 West Sabine Street Carthage, Tx 75633

Defendant: Plains Marketing LP., C/O Registered Agent CORPORATION SERVICE
COMPANY D/B/A CSC-LAWYERS INCO 211 E. 7TH STREET SUITE 620 AUSTIN, TX
78701

Defendant: Conoco Phillips C/O Registered Agent UNITED STATES CORPORATION
COMPANY 211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

Defendant: WESTCO Family Limited Partnership C/O Registered Agent STEPHEN R
HENSON 456 NORTH LIVE OAK ROAD GILMER, TX 75644

Defendant: Jensen Oil LLC., C/O Registered Agent DEREK E. JENSEN 4980 WOLFCREEK
TR. FLOWER MOUND, TX 75028

Defendant: SND Operating LLC C/O Registered Agent DIANN BRACKIN 13140 COIT ROAD
SUITE 225 DALLAS, TX 75240

Defendant: Endure Operating LLC., C/O Registered Agent C T CORPORATION SYSTEM
1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Defendant: Chesapeake Operating Inc., C/O Registered Agent C T CORPORATION SYSTEM
1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Defendant: J.D. Minerals C/O Registered Agent JOHN DANIEL RENFRO 379 FM 2021
LUFKIN, TX 75901

Defendant: Basic Energy Services LP., Basic Energy Services GP., Basic Energy Services LLC.,
Basic Energy Services Inc., C/O Registered Agent C T CORPORATION SYSTEM 1999
BRYAN ST., STE. 900 DALLAS, TX 75201

Defendant Jon S. Brown 2171 Us Highway 84, Palestine, TX, 75801

Defendant Marshall Exploration Inc C/O Registered Agent DAVID M COOVER JR 921 N.
CHAPARRAL CORPUS CHRISTI, TX 78401

Defendant: PXP Louisiana LLC C/O Registered Agent REGISTERED AGENT SOLUTIONS,
INC., 1701 DIRECTORS BLVD #300 AUSTIN, TX 78744

Defendant: Deep East Texas Electric Cooperative, INC. C/O Registered Agent BRYAN A.
WOOD 880 ST HWY 21 E SAN AUGUSTINE, TX 75972

Defendant: Halliburton Energy Services, Inc. C/O Registered Agent Capitol Corporate Services,
Inc., 206 E. 9th Street, Suite 1300 Austin, Tx 78701

Defendant: Jay Hue Donaldson resides at 10715 Allwood Ln., Dallas, TX 75229

Defendant: Jennie Reddrick resides at 15514 Aztec Rd., Apple Valley, CA 92307

Defendant: Hezekiah Donaldson resides at 5959 Watership Ln., apt 524 Dallas, TX 75237

Defendant: Refeal D. Anderson resides at 411 Olivewood Tr San Diego, CA 92113

Defendant: Dianne Northrup resides at 719 E. 84th Apt 1 Los Angeles, CA 90001

Defendant: Mary Donaldson resides at 2212 Fuzz airway apt# A. Austin, TX 78728

JURISDICTION AND VENUE

This court has jurisdiction over this action pursuant to Texas Property Code §22.001, et. seq., since Plaintiff is seeking to confirm title to land and mineral rights. This Court may exercise personal jurisdiction over Z. C. Walker survey Abstract-757, therefore maintains its location in

Shelby County, Texas. Venue is proper in the Shelby County District Court because this suit contains, in part, an action to Trespass to Try Title to real property situated in Shelby County, Texas.

FACTS

Intervener-Plaintiff, Tonja Hawthorne commenced interest through Edna Nobles, which is the daughter of Elzie Nobles son Willie Nobles, grandson Jeff Nobles Sr. Intervener-Plaintiff (Hawthorne) who currently is an heir holds 100% undivided interest in the Z.C. Walker Survey located in Shelby County, herein described of the following tracts:

Tract 1: 70 acres described in the Deed from C. P. Huntington to Jeff Nobles dated December 28, 1896, recorded in (*Volume 24, pg 155*), Deed Records, Shelby County, Texas,

Tract 2: 13.7 acres of land described in the Deed from O. H. Polley to Jeff Nobles dated April 4, 1904, recorded in (*Volume 60, pg 30*), Deed Records, Shelby County, Texas, to which said Deeds, and their records, reference is here made for all purposes.

- 1) According to Shelby County Deeds Record, Jeff Nobles 1st tract of land was purchase from C. P. Huntington consisting of 70 acres on December 28, 1896 which was recorded in (*Volume 24, pg. 155*).
- 2) The 2nd tract of was purchased on April 04, 1907 from O.H. Polley consisting of 13.7 acres recorded in (*Volume 60, pg. 30*) in the Deeds Records in Shelby County, Texas.
- 3) Jeff Nobles Sr. and first wife Emily Boothe Goodwin Nobles had (5) five children within their union as listed below:

Charlie Nobles, Jeff Nobles Jr., Willie Nobles Sr., Lura Nobles and Emma

Nobles. The children received Jeff Nobles Sr., and Emily Nobles interest by heirship/descendants in undivided property since there was no will (Intestate) (description mentioned above). Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (*Tex. Est. Code §101.002*). This means that each person owns an 100% undivided interest in the property but there is no automatic right of survivorship. **When one co-owner dies, the interest of the deceased co-owner goes directly to that person's heir or heirs, either by will or by intestate succession.** In this case it will be devised as interstate succession, since no probated/non-probated will was commenced prior to their death. The line of succession is vertical, downward to the heirs of the deceased, rather than horizontal. The main thing to know about being **Tenants in Common** is that each owner has what is called an **"undivided interest"** in the parcel. Having a 100% undivided interest means that no one owner has a specific piece of the land, but rather a share (or "interest") in the entire property. Therefore, selling of **"acres"** will be prohibited under undivided property that was **never partitioned, one would merely be selling or signing over their interest in the parcel.** Whereas, certain defendants "outside the blood line" would have received interest from **Charlie Nobles** by either sell or will only, not actual **3.45** acres herein property mentioned above. The heir apparent, however, may agree (1) to transfer **the inheritance once received, or (2) not to claim a future inheritance.** As long as the agreement meets all the requirements of a contract (e.g., offer, acceptance, and consideration). the court is likely to enforce the agreement if the heir apparent fails to perform upon the intestate's death. See *Mow v. Baker*, 24 S.W.2d 1 (Tex.

Comm'n App.—holding approved 1930) and *Birk v. First Wichita Nat'l Bank of Wichita Falls*, 352 S.W.2d 781 (Tex. Civ. App.—Fort Worth 1961, writ ref'd n.r.e.) (the court made the anomalous statement that “[a]n expectancy may be conveyed” but decided on contract grounds). Therefore, if this deed is accurate, it is still considered inheritance property and Charlie Nobles never had any children the property will be placed back in the bloodline of other descendants from Jeff Nobles SR.,

- 4) Jeff Nobles SR. married second (2) wife Eliza King Nobles (1902) within this union they also had (5) children as stated below:

Henry Nobles, KP Nobles, Mody Nobles and Maude Nobles. The children mention herein never had children except Jesse Nobles; Jesse Nobles had a son name Jesse Ray Nobles who is deceased and had one son named Carlton David Nobles. Carlton Nobles later conveyed his 100% INTREST to the property listed above to JD Minerals and Jon S. Brown on April 15, 2000 and was filed on April 25, 2000 (*Vol 884 Pg. 331*); as mentioned above only interest can be sold not acres and in this case of Carlton Nobles only his interest at that time was sold to the parties (JD Minerals & Jon S. Brown). Jeff Nobles died prior to Eliza King Nobles leaving here with half of his interest and the rest to their children (§201.00. (A)(B)(2)). Therefore, all interest that Eliza King Nobles received, after her death will be transferred to the descendants of Jeff Nobles and Emily Nobles children except Carlton David Nobles interest that was sold to JD Minerals and Jon S. Brown due to the line of succession is vertical, downward to the heirs of the deceased, rather than horizontal (*Tex. Est. Code §101.002*).

- 5) October 13, 1930 two (2) deeds were created, the first one from Lura, Emma, Willie and Jeff Nobles Jr., to their sibling Charlie Nobles and was filed on November 1, 1930. The second (2) one from Eliza Nobles buying from Charlie Nobles and his siblings, filed it on October 22, 1930. Both deeds mention 3.45 acres from the property list herein. Therefore, if this was legal and the siblings did give her a deed for the 3.45 acres, the property would still fall to all descendants from Jeff Nobles Sr., The deed the siblings created to Charlie Nobles never had Eliza Nobles on there, which in all proved they didn't have interest since it was conveyed to Eliza Nobles prior. However, as mention above, according to the Texas estate codes law, Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (*Tex. Est. Code §101.002*). This means they each person owns an *undivided interest in the property*. Therefore, acres are not to be sold just your interest that one would have in the property. Either way Charlie Nobles had no children and Eliza Nobles died without a will (*Intestate*). All property from those two (2) deeds mentioned above will go to the *living heirs that descend vertical, downward*. Also, if in fact the documents are accurate Eliza Nobles filed her document on October 22, 1930, voiding the document Charlie Nobles filed due to error since only Eliza Nobles had the acres not etal as stated on the document. If this is true Eliza Nobles passed with no will along with all her children and no grandchildren leaving only the heirs of Jeff Nobles Sr., first five (5) children living and receiving her interest.
- 6) Charlie Nobles married Johnnie Mae Donaldson, within this union there were no children by birth or adoption. Charlie Nobles dies prior to his wife Johnnie Mae,

therefore leaving her 1/3 of life estate. Therefore, according to Texas Probate Laws, this means that the surviving spouse is entitled to use one-third of the real property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. Once again proving by law that Johnnie Mae Donaldson's heirs receive nothing from the bloodline of Jeff Nobles SR., descendants. Distribution of Separate Property of Married Intestate Unlike most states, **(Texas in Probate Code (1) Surviving Descendants (B))**, Real Property, the surviving spouse receives a life estate in one-third of the deceased spouse's separate real property. This means that the surviving spouse is entitled to use one-third of the real property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. The rest of the property, that is, the outright interest in two-thirds of the separate real property and the remainder interest following the surviving spouse's life estate passes to the deceased spouse's children or their descendants. Each title to every estate of inheritance, real, personal or mixed, owned by the intestate decedent passes to the heir or heirs. *(Estates Code §201.001; et seq)*. This may include an interest in partnership property, an estate in co-tenancy, a right to a patent, or any other title or estate whether assignable or not during life and whether exempt or not from claims of creditors. Included is property acquired by limitation.

- 7) 05-21-1965 Audus (Andes) Exploration Co., filed an Oil and Gas lease with Charles Nobles concerning only the 3.45 acres of tract in Z.C Walker Survey *(Instrument #123100061024)*.

- 8) 01-16-1967 Audus Exploration Co., and Cleveland Dear Jr filed an agreement for said property mentioned herein (instrument# 112500065550) giving Mr. Dear interest in said land from one undivided interest owner only, not all of them.
- 9) 05-25-1965 Audus (Andes) Exploration Co., filed an Oil & Gas Lease with Mody, Charles, Juanita, Willie, Jesse, Cammie and Jeff Nobles Jr.
- 10) 06-2-1970 Cleveland Dear Minerals filed an Oil & Gas Lease with Juanita Jackson & Charles Nobles (instrument #112300263055).
- 11) 04-29-1970 Cleveland Dear Minerals filed another Oil & Gas Lease with J.E. Nobles, Cammie Nobles, Willie Nobles, Johnnie Mae Nobles and Mody Nobles.
- 12) 03-25-1975 Jessie Nobles sold her interest to Jeff and Cammie Nobles (instrument #0529027751).
- 13) 05-31-1977 Cleveland Dear Jr filed a release with the heirs then listed above (instrument #112500267885).
- 14) 09-22-1980 Cammie and Jeff Nobles Jr. filed an Oil and Gas lease with Carl E. Couch (instrument #12310069468) for three (3) years and another lease (instrument #12310074877) for (2) years on 09-21-1981.
- 15) 09-25-1984 Dalton Greer filed a promissory note against Jeff Nobles Jr., stating two (2) tracts in all (not his interest). This promissory note was not a mortgage loan against the property in question. In 1985 Dalton Greer only filed a Trustees Deed (instrument no. 102900242384). There is no judgment filed in Shelby County, Texas courts against Jeff Nobles Jr., or any of the heirs descending from Jeff Nobles Sr. According to *Texas Property Code & Liens subchapter c., enforcement of liens (section 59.041 (b) of this section, a lessor may enforce a lien under this chapter*

only under a judgment by a court of competent jurisdiction that forecloses the lien and orders the sale of the property to which it is attached. The writing in the Trustee Deed speak of both tracts of Jeff Nobles Sr., instead of Jeff Nobles Jr., interest. Therefore, Dalton Greer and his heirs of today should not be in possession of shared interest in the mineral estate. The Defendants created an invalid Oil & Gas Lease with the Greer's knowing there is no judgment against the Jeff Nobles Jr., or the other heirs.

16) 04-19-1985 Marshal Exploration Inc., filed a partial release from Jeff Nobles and Cammie Nobles that was created by Carl Couch instrument (#'s 19850003156, 19850003157).

17) 01-23-1986 Johnnie Mae Donaldson filed an Affidavit of Heirship stating that she and Charlie Nobles never had children nor adopted children within their union (instrument # 1986007335), therefore, Texas Probate Laws, this means that the surviving spouse is entitled to use one-third of the real property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. Once again proving by law that Johnnie Mae Donaldson's heirs receive nothing from the bloodline of Jeff Nobles descendants. Allowing Johnnie Mae Donaldson sibling (s) i.e., Mae Bertha Ward to come in is fraudulent under the (Tex. Est. Code §101.002) laws. However, the Defendant's allowed this to commence and continue without proving heirship within the bloodline.

18) 06-19-1986 Bill Hill et al filed a Utilization Agreement that adhered the property in question (instrument # 19860009434).

- 19) 01-142005 Westco Family Limited Partnership filed a document stated that William Nobles Jr., signed his interest over to them (instrument #2005000945), Willie Nobles Jr., died in 1997, therefore his interest was never signed over in 2005. Fraudulent documents were filed by WESTCO Family Limited Partnership committing theft from the Nobles interest including (Plaintiff's) interest and the right to enjoy, sell, have and to hold all mineral interest to said property herein.
- 20) 04-01-1996 Defendants Bill Hill et al allowed Mary Jo Harris children Jessie Mae Moody, James Harris, Betty Harris, Curtis Harris (Involuntary Plaintiffs) to sign an Oil and Gas Lease while their mother Mary Jo Harris was still living. Mary Jo Harris never entered an Oil and Gas Lease with Defendant's Bill Hill et al while she was living. Defendants Bill Hill conspiracy to commit fraud by signing up individuals who was not in line of heirship at the time. Once the Defendants knew that the actual heir never signed a lease Defendants sent out on February 28, 1996, stating Mary Jo Harris never signed a lease. Therefore, allowing her children (while she was still living) to sign an oil and gas lease created a fraudulent pattern from the defendants. Once Mary Jo Harris passed away (passed away August 22, 2000) then and only then would her children become heirs of the Nobles Estate by Texas Law. To remedy this problem, (Texas Probate Code §47) imposes a survival period of 120 hours (5 days). If a person survives the decedent but dies prior to the expiration of the survival period, the property passes as if the person had predeceased the decedent (See *Glover v. Davis*, 366 S.W.2d 227 (Tex. 1963)).

I CAUSES OF ACTIONS

TRESPASS TO TRY TITLE: Each allegation contained in the above paragraph is re-alleged as if fully stated herein. Jeff Nobles Sr. purchased both tracts of land situated in Shelby County, Texas in the Z. C. Walker Survey Abstract 757 as mentioned herein. As a matter of law, Intervener-Plaintiff (Tonja Hawthorne) now co-tenant to the current heirs that are in leases with Bill Hill et al., comes to file this Trespass to Try Title as follows: Trespass to Try Title. **PROPERTY CODE** (a) *A trespass to try title action is the method of determining title to lands, tenements, or other real property- including ownership of mineral estates. To prevail in a trespass-to-try-title action, a plaintiff must usually (1) prove a regular chain of conveyances from the sovereign, Intervener, (Hawthorne) commenced interest through Jeff Nobles Sr., son, Willie Nobles grandson Elzie Lee Nobles daughter, Edna Nobles 100% undivided interest in the Z.C. Walker Survey located in Shelby County, described above (2) establish superior title out of a common source, descending from Jeff Nobles Sr., estates and filed Affidavit of Heirship and Owner from (Hawthorne) (3) prove title by limitations, or (4) prove title by prior possession coupled with proof that possession was not abandoned. Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (Tex. Est. Code §101.002). This means they each person owns an undivided one-half interest in the property. The line of succession is vertical, downward to the heirs of the deceased, rather than horizontal, across to the co-owner. Intervener-Plaintiff is due monetary gain for not being part of any leases and blank leases as well as all monetary hold that Defendant(s) et al have in possession concerning the property herein. The Intervener-Plaintiff will show that she has a lawful right to possession then and now and show how the defendants' trespass caused injury to the plaintiffs' right of possession. (Strong v. Garrett, 224 S.W.2d 471, 476 Tex. 1949) by keeping their royalties' payments and/or not being part of any*

pooling or negotiating oil & gas leases for all the tracts mentioned in the Two (2) deed from Jeff Nobles Sr. Intervener has rights to all active and past leases that commenced within the subject property mentioned above as well as documents, holding accounts, damages and payment(s) through many years. Intervener-Plaintiff recorded and filed all direct evidenced meeting all elements that must be met in relations to Trespass to Try Title. Plaintiff ask this court to cure all defected title that is mention herein in Intervener-Plaintiff's favor. There is no signed oil and gas lease with Chesapeake Corporation or PXL affecting to the subdivision of 3.45 acres within the mentioned survey above for Elize Lee Nobles or his descendants. As time passed, the children of Elize Lee Nobles (Intervener-Plaintiff) Hawthorne never received or signed a lease with the Defendants. A chain of title has been on filed without objection as far back as 1986. The property in question was never abandoned at any time. Bill Hill Oil & Gas decided to commence an oil & gas lease with the heirs of the Johnnie Donaldson without notifying the descendants of Jeff Nobles Sr., in order to bring up any and all issues related to Texas Probate Laws concerning heirship. Defendants allowed 3.45 acres of Z.C. Walker Survey to be subtracted from the heirs of Jeff Nobles Sr., without doing research to prevent complications and errors in the division order. Bill Hill Oil & Gas et al was in possession of the minerals (operator) when Westco Family decided to file a fraudulent document conveying more interest away from the heirs of Jeff Nobles Sr., without informing the family to be able to bring up any and all issues against Westco. The financial issues Westco created has been a major issue to where the funds are now and why the Defendants choose not to say anything before, during or even after they discovered it was a fraudulent conveyance. Intervener-Plaintiff request this court to cure all defects in the interest for the heirs of Jeff Nobles Sr., through direct evidence proving FRAUD and THEFT. Allowing such conveyance to commence without actual evidence reflects negligence as the operator, allowing the heirs financial

aspect to sit in a suspense account without informing them prior to and during their 2016 settlement against Bill Hill Oil & Gas etal. The heirs of Johnnie Donaldson have no title or interest in the property in connection within this petition. According to the Texas statues and family codes heir ship real property must stay within the bloodline, unless the heir him/herself conveyed their interest away. Those who are receiving royalty monetary from 3.45 acers of Z.C. Walker are not heirs of Jeff Nobles Sr. Therefore, Plaintiff ask this court to stop payment on the 3.45 acres more or less from all those who claim interest outside the bloodline from Jeff Nobles Sr. Plaintiff also request that the court demand each entity to identify their alleged interest in the tracts mentioned herein.

II CAUSE OF ACTION

Each allegation contained in the above Paragraphs is re-alleged as if fully stated herein. Defendants' actions further constitute ***THEFT*** as defined in the Texas Theft Liability Act, Texas Civil Practice & Remedies Code, Chapter 134. Under the Texas Theft Liability Act, an individual, corporation, or other "person" who commits theft is liable for the damages resulting from the theft. *Tex. Civ. Prac. & Rem. Code Ann. §§ 134.001-.005*. Theft is defined as "unlawfully appropriating property or unlawfully obtaining services" as described by certain sections of the penal code. *Id. § 134.002*. The section at issue here is section 31.03, which states (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property. (b) Appropriation of property is unlawful if: (1) it is without the owner's effective consent; (2) the property is stolen, and the actor appropriates the property knowing it was stolen by another. (*Tex. Penal Code Ann. § 31.03*) (*Vernon Supp. 2009*). Defendants Chesapeake Energy Corporation did not obtain consent of the lawful owner to appropriate the Property concerning the 3.45 acres in subsection of the Jeff Nobles tracts. Defendants unlawfully appropriated Plaintiffs' Property with

constructive and/or actual knowledge that the Property was partitioned and/or there was a prior Title Opinion completed, when in fact it was undivided heirship property. Defendants appropriated the Property with the intent of depriving the lawful owner ('s) of the Property. The property in question deprived from Jeff Nobles Sr., status of Intestate (Dying without a will in Texas). Therefore, his offspring will atomically receive undivided interest in the property, not divided parts or acres, as of which the Defendants proceeded with against Plaintiff Bill Hill etal and those prior to the Bill Hill Oil & Gas assumed heirship was horizontal and not vertical (if not willed or by sell of their interest). Bill Hill etal commenced utilization in 1986 and filed the same unsigned Oil and Gas leases from the previous Oil and Gas Leases with no signature on them. Plaintiff never received no Gas payment from any Gas company that drilled on said property and monetary gained without completing their own title opinion and pooling certain leases without having all the tracts and leases will voids any pooling agreement. Absent the use of forced pooling (through the Mineral Interest Pooling Act in Texas), the lessee under an oil and gas lease does not have any right to pool the estate covered by its lease without the express authority of the lessor. See Jones v. Killingsworth, 403 S.W.2d 325 (Tex. 1965); see also Brown v. Smith, 174 S.W.2d 43, 46 (Tex. 1943) (providing that an interest in land cannot be changed, altered, conveyed or in any way disposed of without consent). According to the pooling agreement, the defendants do not have all the undivided heir's permission to be in a pooling or utilization set. Not holding all the tracts within a pooling agreement would void the entire pooling agreement. Intervener-Plaintiff seek that oil and gas leases within the pooling agreement be voided, the pooling agreement itself be voided, monetary be paid in loss of access of all any oil & gas wells herein tracts stated above. Allowing non-heirs to enter into an oil and gas lease while an heir is active and alive. These and many more are the rationales Intervener-Plaintiff will prove that the Defendants in question committed

fraudulent acts, that created a division and notorious issue with the heirship of the Jeff Nobles Sr., descendants. Damages that resulted in the defendant's careless decisions relating to the Z. C. Walker Survey abstract 757 as described herein. Plaintiff ask the court to render damages in favor of Plaintiff against the Defendants et al due to negligence in handling leases and the property.

Chesapeake Operating Inc. operated certain wells within the 3.45 acres of Z. C. Walker Survey under the lease name Pilot. The heirs of Jeff Nobles Sr never received any source of monetary for the drilling and creation of the pooling agreement that is on filed. The Pooling agreement that was created did not include the heirs nor Intervener-Plaintiff (Hawthorne). (Hawthorne) will show this court that said Intervenor-Plaintiff falls under Jeff Nobles Sr and under the 3.45 acres of Charlie Nobles in the Z. C. Walker Survey. Intervener-Plaintiff have reached out to said Chesapeake Operating Inc, times prior to this lawsuit. Defendants fail to search and try to rectify this issue at hand. (Hawthorne) asking for the right to negotiate a lease with every defendant herein and the opportunity to receive past payable funds, accounts in holding and damages from drilling on said land without permission or a chance to grant permission. Defendant (Chesapeake Operating Inc, did a contract with PXP Louisiana LLC Chesapeake Operating Inc. owes Intervener-Plaintiff (Hawthorne) every penny that due, plus interest (Treble Damages) for damages. Commencing a title opinion would have offset this major lawsuit from the beginning. SND Operating LLC, Plains Marketing, R&F Operating also operating on the 3.45 acres of Z.C. Walker Survey under the Charlie Nobles acres. Charlie Nobles acres was never separate from the heirs that fall from Jeff Nobles Sr.

COTENANCY

Co-tenancy is defined as co-ownership of separate, undivided interests in land. Outside of the community property context, Texas recognizes two types of co-tenancies: the tenancy in common and the joint tenancy. While tenancies in common and joint tenancies are both concurrent interests in real property, they are not synonymous in function. An interest in a tenancy in common "descends" to the heirs and beneficiaries of the deceased tenant and not the surviving tenants. Texas has settled that "An absolute or 'fee simple' estate is one entitling the owner to the benefits of that estate during his life and descending to his heirs, devisees, and legal representatives on his death. One can own a fee simple estate in both legal and equitable property interests. (*Jackson v. Wildflower Prod. Co.*, 505 S.W.3d 80, 88 (Tex.App.-Amarillo 2016, *pet. denied*)).

PARTITION:

If a co-tenant wants out of the co-tenancy, and is unable to sell its undivided interest (which is often the case), what can such co-tenant do? The co-tenant can seek partition. Absent an enforceable implied or express agreement to the contrary, the right of a co-tenant to partition is absolute, though the courts will uphold agreements waiving the right to partition. Partition can be accomplished by the consent of all the co-tenants without judicial involvement by either written agreement, oral agreement or by implication. A partition agreement does not need to satisfy the statute of frauds, as a partition is not a "conveyance" of property, but merely a dissolution of the co-tenancy. If the partition is to be accomplished by agreement, all joint owners must be included- otherwise the partition is ineffective as to all owners. Partition by implication arises where each co-tenant occupies a certain tract of land in the common property and act as if the property had been partitioned. If the parties cannot agree on a voluntary partition, or if one or more co-tenants do not wish to partition the property, any co-tenant may sue for a judicial partition. In order to

force a partition, there are three prerequisites. First, each partitioner must be a joint owner. Second, each partitioner must be joint owners of the land to be partitioned. Third, the party seeking partition must have an equal right to possess the land with the other joint owners. All cotenants must be joined in the action, otherwise the partition will be ineffective as to all owners. An action for judicial partition is not subject to limitations, as the right to partition is continuous. Additionally, in a judicial partition a co-tenant cannot acquire a "higher" estate, that is, if a cotenant owns an undivided life estate, such co-tenant will receive an interest in life estate once the partition is affected. Judicial partition is governed by Sections 756-771 of the Texas Rules of Civil Procedure. According to this procedure, once a suit for partition is initiated, the first thing the court must do is (1) determine the ownership interest of each co-tenant; (2) determine the property that is to be partitioned and (3) determine if there are any equities (such as improvements made, taxes or liens paid, etc) that need to be balanced upon the conclusion of the partition. In a partition, the court has the power to grant more or less property to each co-tenant, or affix liens, in accordance with these equities. Next, the court must determine whether the property can be partitioned "in kind" (that is, giving each party a pro-rata share of the real property) or not. If the property is susceptible to partition in kind, the court will enter a decree directing the partition and describing the interest and equities of each owner. To actually carry out the partition, the court will appoint three or more special commissioners who will partition the property based on the decree, with the commissioners acting by majority vote. If the court finds that the property cannot be partitioned in kind, the court will order the property to be sold on such terms as the court may direct. The proceeds will then be partitioned among the co-tenants based on their ownership and any outstanding equities. As a sale of the property may result in less than market value consideration, the threat of partition by sale is a valuable negotiating tool for any co-tenant wishing to avoid a partition. **EQUITABLE**

PARTITION: if one co-tenant purports to convey the entire property, or 100% of a section of the property to a third party? The general rule is that "a deed by one co-tenant purporting to convey the entire interest in a part of the commonly owned land conveys only such interest in the land as the maker of the deed possesses." However, in certain circumstances, the grantee in such a situation can apply to the court for an "equitable" partition. An equitable partition is a way to "protect the vendee in the part of the land conveyed to him, when and to the extent that this can be done without prejudice to the cotenants of the whole tract, and which in the attainment of such primary object undertakes fairly to adjust the equities of all the interested parties." *Id.* The doctrine is only applicable when one co-tenant conveys a specific part of a larger tract of land to another co-tenant which does not exceed in value the interest of the conveying co-tenant in the larger tract, so that the remaining co-tenants are not prejudiced thereby. If these conditions are met, equity will uphold the conveyance. Non-joining co-tenants may avoid an equitable partition, if, and only to the extent they are injured (financially) by such deed. And even if they can show injury, they may be barred by ratification, acquiescence or adverse possession. Because equitable partition is an equitable doctrine, it will not be granted if the grantee claiming partition had "unclean hands." Unclean hands can be shown if the grantee had full knowledge of the record title, i.e. they knew about the other undivided owners. (*Oliver J. TODD, Jr., et al., Petitioners; v. Hugh Carl BRUNER et al., Respondents 365 S.W.2d 155 (1963) No. A-8674 Supreme Court of Texas, Rehearing Denied March 13, 1963*). Intervener-Plaintiff request that the property to be partitioned by the court.

III. CAUSE OF ACTIONS

Each and every allegation contained in the above Paragraphs is re-alleged as if fully stated herein. A statement can be “uttered” orally or in writing. See, e.g., (*Duncan Land & Expl., Inc. v. Little* page, 984 S.W.2d 318,332) (written affidavit supported claim for slander-of-title.) “Publication” in a slander of title claim often refers to recording a false claim against the plaintiff’s property in some kind of public record, for example a fraudulent conveyance. However, a “publication” is any communication made by the defendant to someone other than the plaintiff i.e., bank, tenant and or conveyance to someone else. Since Intervener-Plaintiff title is publicly recorded and on file in the Shelby County Deed Records, anyone claiming to be Bona Fide purchaser could not claim superior title to that of Intervener-Plaintiff (Tonja Hawthorne). The Elements of Slander of Title states: The defendant(s) published a false statement about the Intervener-plaintiff’s property, Defendant(s) etal continue to utter (written statements that the conveyance of the 2005 deceitful conveyance from WESTCO from Willie Nobles Jr. Bill Hill etal neglected to or should have known the statement was untrue, By way prior or after the finding of the fraudulent conveyances. The statement was of a disparaging nature that could foreseeably impair the value of the property in the estimation of other co-tenants. Some states follow common law (which just means court decisions in the state) rules for slander of title cases, and others have statutory definitions in place. Whether

common law or statutory, the elements for slander of title vary slightly from state to state, but the essential elements are typically the same. Slander is a civil wrong (tort) and can be the basis for a lawsuit. Damages (payoff for worth) for slander may be limited to actual (special) damages unless there is malicious intent, since such damages are usually difficult to specify and harder to prove. Intervener-Plaintiff (Tonja Hawthorne) claims that Defendant(s) (Chesapeake) harmed Intervener-Plaintiff by creating conveyances on the entire acres of Z.C. Walker Survey concerning Jeff Nobles Sr., more or less within the described property mentioned herein and allowing Defendant(s) et al to seek possession of the said property without permission from the simple fee owner(s), descendants of Jeff Nobles Sr., and gaining financial notes against the property for his benefit. Adhering clouds on Intervener-Plaintiff's record title which taints and show negative written language of ownership against Intervener-Plaintiff. Tonja Hawthorne (Intervener-Plaintiff) will prove that Chesapeake (Defendant(s)) conveyed and profited of Intervener-Plaintiff property by filing an invalid leases and fraudulent documents and the treachery chain of title that detours from the lineage of the correct owner(s) of said property and allowing profit to be drown from the property by selling/renting without permission. Hawthorne (Intervener-Plaintiff) request this court to allow the actual evidence to prevail in favor of Intervener-Plaintiff.

irreparable harm; and no adequate remedy at law • Texas Civil Practice and Remedies Code Section 65.011. Must follow correct procedure – sworn application, correct allegations, bond, specific order, service. An injunctive relief clause is a component of a contract that specifically orders one party or both parties of the contract to refrain from doing an act that would cause harm to the other party. Until this case has reached merits on the fraudulent conveyance and the undivided interest of Intervener-Plaintiff (Hawthorne) is corrected and filed in this court case, each Oil & Gas Company that has been listed in this lawsuit must stop all payments and productions until a cure is set and implemented. The damages that has accrued will be hard to fight if continuance of payments and production is not temporary stopped or placed on hold until the court has made its decision based on the merits alone. Payments that are suspense without knowledge of Plaintiff will cause continuous harm. The only possible remedy would be temporary stop all payments and production

CONCLUSION

Evidence through the Texas Estate Laws will show that when a someone dies without a will dealing with real property the Texas laws consider it to be (intestate) therefore, all personal property will be undivided property descending to all heirs. Each heir will have 100% interests in the undivided property, unless one wills or sells their interest only. (Hawthorne) will also prove through the Shelby County Courts, that this property in question was never partitioned, nor a case against the past and future heirs of Jeff Nobles SR., to have the heirs of Dalton and Celie Pearl not

the Donaldson's they have lawful interest in the property herein. Plaintiff request all production be cease until the completion of this case. Each Oil & Gas Co. should produce evidence of title opinion prior to drilling or contract to protect themselves from future liability. Remembering each title opinions reflect the record title ownership for the lands covered by the opinion along with a description of any title faults and what is required to cure the title fault. Title opinions are used for various purposes. Intervener-Plaintiff have not received any monetary gain from Bill Hill etal within the five (10) years or more, Intervener-Plaintiff never signed a lease with defendants however, one can negotiate their own oil and gas lease with the same or a different production company. Since Intervener-Plaintiff do not wish to lease their mineral rights interest, they are entitled to a share in the profits obtained by the production lessee. These are the rationales Hawthorne will prove that the Defendants in question committed fraudulent acts, that created a division and notorious issue with the heirship of the Jeff Nobles Sr., descendants.

Damages that resulted in the defendant's careless decisions relating to the Z. C. Walker Survey abstract 757 as described herein. Intervener-Plaintiff ask the court to render damages in favor of Intervener-Plaintiff against the Defendants etal due to negligence in handling leases and the property as a whole. According to Texas Laws governing Trespass to Try Title one must be named served and answer (due process) to meet all standards to the suit. All who may have interest according to the court documents and title abstract are named and will be served. If the name of a person or company have not been named and is entitled to service of citation, but is unknown, we asked the court to allow Intervener-Plaintiff to serve via publication. In suits authorized by Section 17.005, Civil Practice and Remedies Code, all persons claiming under such conveyance whose names are known to plaintiff shall be made parties by name and cited to appear, in the manner now provided by law as in other suits; all other persons claiming any interest in such land under such

WHEREFORE, PREMISES CONSIDERED, Intervener-Plaintiff prays that all false interest holders be corrected prior to conclusion of case, along with all monetary damages in favor of Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Costs of bringing this action, including all reasonable and necessary, costs, fees, expenses, and costs of Court;

WHEREFORE, PREMISES CONSIDERED, Intervener-Plaintiff also pray the court allows service by publication for all unknown interest owners to the property herein.

VERIFICATION

I, the Intervener-plaintiff in the above-entitled action, I have read the foregoing petition, and know the contents thereof. The same is true of my knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, believe it to be true. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed at Shelby County, Texas.

Respectfully submitted,

TONIA HAWTHORNE
501 County Road 104
CARTHAGE, TX 75633
Email: tonjahawthorne11@gmail.com
Phone: 972-876-9718

EXHIBIT INDEX

Exhibit A= Jeff Nobles Two (2) Deeds

Exhibits B= Affidavit of Heirship

Exhibit C= Elzie Nobles Obituary

Exhibit D= Affidavit of False Royalty Claimants

Exhibits E= Affidavit of Truth and Facts

Exhibits F= Elzie Nobles Blank Nobles

Exhibits G= Unitization Agreement Nobles #2 oil units

Exhibits H= Donald's Affidavit & Lease

Exhibit I= Mary Jo Documents

Exhibits J= Carlton Conveyance to J.D Minerals

Exhibits K= Willie Nobles Conveyances

Exhibits L= J.D. Minerals

Exhibits M =Ratification with Chesapeake & PXP

Exhibit N= Settlement

Exhibit O= Chesapeake Letter

Exhibit P= Pooling Document(s)

Exhibit Q= Tonja Hawthorne Warranty Deed

Exhibit R= Letter

EXHIBIT A

Exhibit A

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"The State of Texas"

Remembrance men by their presenters;
 That J. C. P. Cunningham, of the city of New York
 State of New York, in consideration of the sum of
 one hundred and forty five dollars to me paid and
 received to be paid, as hereinafter stated by Jeff Noble
 of Shelby County in the State of Texas have granted
 sold conveyed and released unto by their presents do
 grant bargain sell and release unto the said Jeff
 Noble all that certain lands and premises situated
 in the County of Shelby in the State of Texas; Subdi-
 vision 12 in the Shelby County League as per map of said
 subdivision filed for record in Shelby County Records
 and more particularly described as follows: Begin-
 ning at a stake in the west line of this League for
 the S.W. corner of this tract from which an arc 600
 in diameter S.W. 600 varas then from 24° in diameter
 199° 44' 4 varas. Then from 1060 varas S.W.
 W from the N.W. corner of this League thence
 North 16° E 872 varas to a Survey corner the N.W. corner
 of this tract thence South 74° E 1000 varas to a stake
 in road at corner of fence the S.E. corner of this
 tract from which dog wood marked x bears S 84° E
 200 varas dog wood marked x 8" in diameter
 bears N 25° E 44 varas thence South 11° W 650 varas
 to a stake at corner of fence from which a dog wood
 14" in diameter bears N 64 1/2° W 25 3/4 varas. Thence
 1" in diameter bears S 15° W 10 varas. Thence North
 75° W 1092 varas to the beginning, containing 70
 Acres. Together with all and singular the
 rights and appurtenances thereto in anywise incident and appurtenant
 to same belonging, or in anywise incident or appur-
 taining. All that and to hold, all and singular the
 premises above mentioned unto the said Jeff Noble
 his heirs and assigns forever. And J. C. P. Cunning-
 ington do hereby And myself, my heirs & assigns
 and administration do warrant and forever
 defend all and singular the said premises unto
 the said Jeff Noble his heirs and assigns
 against every person whomsoever lawfully
 claiming to claim the same or any part
 thereof. All the consideration mentioned herein
 the sum of Forty five dollars for said land

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Cash; the remainder is evidenced by four obligations of the said Jeff Moke of sum set hereunto for the sum of forty nine dollars each, drawn to the order of C. P. Huntington. Said obligations are due respectively one, two, three & four years from date and bear interest payable annually at the rate of six per cent per annum from date until paid; and to secure the payment of said obligations the vendors lien is retained on the land hereby conveyed.

Given under my hand this 2nd day of December 1896

C. P. Huntington

The State of New York
City and County of New York } Before me, J. M. Sheehan
Notary Public in and for said
County and State on this day personally appeared
C. P. Huntington 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 2nd day of January 1897

William Sheehan
Notary Public New York
County

Filed for Record the 6th day of March 1897 at 11 AM
Recorded 10th day of March AD 1897 at 2 02 PM

J. M. Sheehan
Gave

[illegible]

By _____ Deputy _____ Chief _____

Stark
Deputy

Don't ask Shelby
THAT _____

THAT

[illegible]

3. Ball 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 22

Time: The time of day is 10:10 AM. The date is 11/11/2023.

containing about 100 lbs. of fine tobacco, being enough to last

United States of America, County of ... State of ...

Received of the Hon. Secy. of the Navy, a set of the following books, viz: The

up to a state of the mind, however, I was well informed and able

1. The time taken to the place of the machine.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any way belonging

with the aid of Mr. Nathan and Mr. [illegible]

and placing the said weapons into the said _____

here and America, against every person whomsoever lawfully residing or to claim the same as any part thereof, page 11. I am, however, signed and attested to this

the President's House. The President's House is the only building in the White House complex that is not a part of the Executive Branch. It is the only building in the White House complex that is not a part of the Executive Branch. It is the only building in the White House complex that is not a part of the Executive Branch.

Witness my hand at London this 4th day of August 1906

Signed and Delivered in Presence of _____

County Alameda

70442123

known to me to be the person whose name is subscribed

Given under my hand and seal of office, this 1st day of April, 1944, at St. Louis, Mo.

Small

Gravty of _____

Respectfully,

On and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been

examined by me privately and upon being her husband, and having the same fully explained to her, she, I've said, was perfectly well satisfied to let her not undress, and declared that she had willingly signed the same for the persons and occasions therein expressed, and that she did not wish

Class under my hand and seal at _____ day of _____, A. D. 19__

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

Filed for record the 20th day of November 1947 at 12 o'clock No. 122 recorded the 20th day of November 1947

[Handwritten signature]

By _____ Deputy, ... Clerk County Court, _____ County, Texas.

[Faint, illegible handwritten notes]

WITNESS MY HAND AND OFFICIAL SEAL, THIS September 17, 2018 Bonifer L. Fountain, County Clerk

Shark
Deputy

EXHIBIT B

FILE DATE: 04/07/1999 FILE TIME: 04:20
SHELBY COUNTY, PEACHES CONWAY - COUNTY CLERK

BOOK: 856 PAGE: 246
INS #: 1999 1288 **

AFFIDAVIT OF HEIRSHIP

Date: April 6, 1999

Decedent: Jeff Noble, a/k/a Jeff Nobles, Jr.

Affiants: Roosevelt Swindle and Cirrha Swindle

Affiants each on oath swear that the following statements are true to the best of their information and belief:

"Affiants make this affidavit of heirship in connection with the death and heirship of the above named decedent.

Jeff Nobles, Jr. died on or about 3/26/87, leaving a will which was filed for probate in Cause No. 8005 in the County Court of Shelby County, Texas. A Motion to Set Aside said will was filed, and the cause of action transferred to Cause No. 23,108 in the District Court of Shelby County, Texas. Said will was set aside by Order of the District Court signed May 26, 1992, and was transferred back to the County Court of Shelby County, Texas on October 12, 1992. Jeff Nobles, Jr. was married once during his life, that being to Cammie Nobles who predeceased him. No children were born or adopted during said marriage, and none were cared for in their home. Jeff Nobles, Jr.'s father and mother both predeceased him, and he had the following brothers and sisters, and half-brothers and half-sisters:

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 1999001288.

WITNESS MY HAND AND OFFICIAL SEAL, THIS September 17, 2018

anifer L. Fountain, County Clerk

Deputy

FILE DATE: 04/07/1999 FILE TIME: 04:20
SHELBY COUNTY, PEACHES CONWAY - COUNTY CLERK

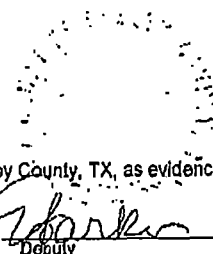
BOOK: 856 PAGE: 247
INS #: 1999 1288

- A. Lura Nobles, a sister, who died an intestate single woman in about 1931. She never married and had no children, nor did she ever adopt or care for any children in her home;
- B. Charles Nobles, a brother, who died intestate in about 1972. He was married three times. The first marriage was to Ora Nobles which ended in divorce, and no children were born nor adopted during said marriage and none were cared for in their home. The second marriage was to Mehalia Nobles, which also ended in divorce. No children were born nor adopted during said marriage and none were cared for in their home. The last marriage was to Johnnie Mae Nobles.
- C. Emma Nobles Jackson, a sister, who died intestate on or about 11/6/39. She was married one time that being to Pete Jackson who died in about 1973. One child was born during that marriage, being Juanita Jackson, and no other children were born nor adopted during said marriage and none were cared for in their home.
 - 1. Juanita Jackson died a single woman in about 1986. She left a will which was not probated, and four years have elapsed since her death. She had two children namely:
 - a. Lavatrice Davis;
 - b. Diane Jackson.

Juanita Jackson did not adopt any children, nor did she care for any children in her home other than the natural children named above.
- D. Willie Nobles, Sr., a brother, who died intestate on or about 7/3/85. He was married one time, that being to Jessie Nobles who predeceased him. Twelve (12) children were born as issue of this marriage as follows:

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 1999001288.

WITNESS MY HAND AND OFFICIAL SEAL, THIS September 17, 2018 Benifer L. Fountain, County Clerk



Benifer L. Fountain
Deputy

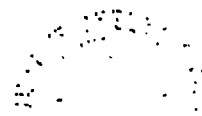
FILE DATE: 04/07/1999 FILE TIME: 04:20
SHELBY COUNTY, PEACHES CONWAY - COUNTY CLERK

BOOK: 856 PAGE: 248
INS #: 1999 1288

1. Willie Nobles, Jr., who died intestate in about 1998. He was married one time during his life, that being to Bertha Nobles who predeceased him. No children were born or adopted during said marriage, and Willie Nobles, Jr. never cared for any children in his home.
2. Cranie L. Nobles Johnson, who is still living.
3. James P. Nobles who is still living.
4. Elzie Lee Nobles who is still living.
5. Georgia Lee Nobles Simon who is still living
6. Margie Lee Nobles Pleasant, who is still living
7. Mary Jo Nobles Harris who is still living
8. Shirley Nobles Garrett who is still living
9. Juanita Nobles who is still living
10. Aaron Nobles who is still living
11. L. J. Nobles who is still living
12. Ellanean Nobles Greer who died intestate on or about 9/10/80. She was married once during her lifetime, that being to Allen Greer, who predeceased her. No children were ever cared for in their home other than the three (3) children who were born to this decedent as follows:
 - a. Charles Greer, who is still living
 - b. Lonnie Greer, who is still living
 - c. Sheila Greer, who is still living.
- E. Mody Nobles, a half-sister, who died intestate in 1998. She was never married and had no children, born to nor adopted by her.

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 1999001288.

WITNESS MY HAND AND OFFICIAL SEAL, THIS September 17, 2018 and/or L. Fountain, County Clerk



[Signature]
Deputy

FILE DATE: 04/07/1999 FILE TIME: 04:20
SHELBY COUNTY, PEACHES CONWAY - COUNTY CLERK

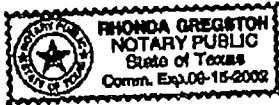
BOOK: 856 PAGE: 250
INS #: 1999 1288

STATE OF TEXAS
COUNTY OF SHELBY

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Roosevelt Swindle and Girtha Swindle and having been duly sworn, states that, to the best of their knowledge, the foregoing Affidavit of Heirship is true and correct in every respect and is a correct and complete statement of the matters to which it relates.

SUBSCRIBED, SWORN AND ACKNOWLEDGED BEFORE ME BY Roosevelt Swindle and Girtha Swindle on this the 6th day of April, 1999, to certify which witness my hand and seal of office.



Rhonda Gregston
Notary Public, State of Texas
Printed Name: _____
Commission Expires: _____

PREPARED IN THE OFFICE OF:
John S. Walker
110 N. Church
Center, TX 75935

AFTER RECORDING RETURN TO:
John S. Walker
110 N. Church
Center, TX 75935
(nbleas)

STATE OF TEXAS
COUNTY OF SHELBY
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the Official Public Records of Shelby County, Texas.



STATE OF TEXAS
COUNTY OF SHELBY COUNTY
I, Jennifer L. Fountain, County Clerk of Shelby County, Texas do hereby certify that the foregoing is a true and correct copy of the instrument as the same appears of record in my office in Vol. 856, Page 246, of File Number 91778 in Real Property Records of Shelby County, Texas.
Witness my hand and seal of office this 9/17/18
JENNIFER L. FOUNTAIN, COUNTY CLERK,
SHELBY COUNTY, TEXAS
BY [Signature] DEPUTY

I do hereby certify this to be a true copy of the attached document filed and recorded in Shelby County, TX, as evidenced in Instrument 1999001288.

WITNESS MY HAND AND OFFICIAL SEAL, THIS September 17, 2018 Jennifer L. Fountain, County Clerk

[Signature]
County Clerk

AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS
(Section 52A, Texas Probate Code)

Before me, the undersigned authority, on this day personally appeared BOBBY HARRIS, and THOMAS JASON CURRIE, ("Affiants") who, being first duly sworn, upon his/her oath states:

(1) My name is BOBBY HARRIS, and I live at 1177 CR 845, Cushing, Texas, 75760. I am personally familiar with the family and marital history of ELZIE LEE NOBLES and PEGGY JOYCE NOBLES, ("Decedents"), and I have personal knowledge of the facts stated in this affidavit.

I knew ELZIE LEE NOBLES for approximately twenty (20) years. ELZIE LEE NOBLES was born April 10, 1930, in Nacogdoches County, Texas. His parents were Willie and Jessie Nobles of Nacogdoches County, Texas. Decedent died intestate on August 4, 2001, in Rusk County, Texas, and was buried in Pine Grove Cemetery in Nacogdoches County, Texas. At the time of his death, his residence was 20607 CR 3227 South, Cushing, Rusk County, Texas.

I knew PEGGY JOYCE NOBLES for approximately twenty (20) years. PEGGY JOYCE NOBLES was born February 21, 1941, in Rusk County, Texas. Her parents were Bernice and Emmie Allen Simon. Decedent died, testate, on November 27, 2013, in Nacogdoches County, Texas, and was buried in Pine Grove Cemetery in Nacogdoches County, Texas. At the time of her death, her residence was 20607 CR 3227 South, Cushing, Rusk County, Texas.

(2) My name is THOMAS JASON CURRIE, and I live at 2002 Terry Street, Nacogdoches, Nacogdoches County, Texas. . I am personally familiar with the family and marital history of ELZIE LEE NOBLES and PEGGY JOYCE NOBLES, ("Decedents"), and I have personal knowledge of the facts stated in this affidavit.

I knew ELZIE LEE NOBLES for approximately twenty (20) years. ELZIE LEE NOBLES was born April 10, 1930 in Nacogdoches County, Texas. His parents were Willie and Jessie Nobles of Nacogdoches County, Texas . Decedent died intestate on August 4, 2001, in Rusk County, Texas, and was buried in Pine Grove Cemetery in Nacogdoches County, Texas. At the time of his death, his residence was 20607 CR 3227 South, Cushing, Rusk County, Texas.

I knew PEGGY JOYCE NOBLES for approximately twenty (20) years. PEGGY JOYCE NOBLES was born February 21, 1941, in Nacogdoches County, Texas. Her parents were Bernice and Emmie Allen Simon. Decedent died, testate, on November 27, 2013, in Nacogdoches County, Texas, and was buried in Pine Grove Cemetery in Nacogdoches County, Texas. At the time of her death, her residence was 20607 CR 3227 South, Cushing, Rusk County, Texas.

Decedents, Elzie Lee Nobles and Peggy Joyce Nobles, were married February 21, 1962 in Nacogdoches County, Texas, and had the following children:

- (1) Edna Nobles Walker, a daughter, born on February 23, 1963, and currently resides in Rusk, County, Texas;
- (2) Waymond Nobles, born on April 8, 1966, and currently resides at 2002 Terry Street, Nacogdoches County, Texas;
- (3) Junequa Deniese Nobles, a daughter, born June 18, 1990, and currently resides at 2002 Terry Street, Nacogdoches, Texas;
- (4) Michael Moore, a son born to Elzie Lee Nobles, on January 9, 1954, and currently resides at 2203 Sutton Street, Nacogdoches, Texas.

- (1) Decedent's marital history was as follows: Married one time and one time only to each other.
- (2) Decedents did not have or adopt any other children and did not take any other children into decedent's home or raise any other children.
- (3) Decedent, Elzie Lee Nobles, died without leaving a written will.
- (4) There has been no administration of decedent's estate.
- (5) Decedents left no debts that are unpaid.
- (6) There are no unpaid estate or inheritance taxes.

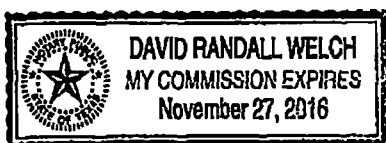
Signed this 15 day of April, 2015.



BOBBY HARRIS


THOMAS JASON CURRIE

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

This instrument was acknowledged before me on the 15 day of April, 2015, by BOBBY HARRIS.

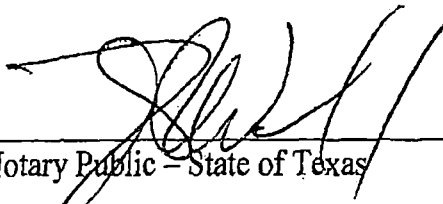



Notary Public - State of Texas

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

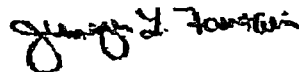
This instrument was acknowledged before me on the 15 day of April, 2015,
by THOMAS JASON CURRIE.





Notary Public - State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Jennifer L. Fountain, County Clerk
Shelby County, Texas

April 21, 2015 10:53:08 AM

FEE: \$34.00

2015001345



STATE OF TEXAS
COUNTY OF SHELBY COUNTY
I, Jennifer L. Fountain, County Clerk of Shelby County, Texas
do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record.

6 PCS
HA

2019001375

The State of Texas)

County of Shelby)

AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS OF JEFF NOBLES SR., EMILY BOOTH DUNN, AND ELIZA KING NOBLES.

BEFORE ME, the undersigned authority, on this day personally appeared Jessie Mae Nobles Moody, known to me to be an incredible person, above the age of twenty-one (21) years, who after being duly sworn, did upon her oath states:

That she is personally familiar with the heirship and marital history of Jeff Nobles Sr., Emily Booth Dunn (His first wife), Jeff Nobles Sr., Eliza King (second wife), Willie Nobles Sr. and Jessie Louis Brown and their children.

Emily Booth was born around October 1860 in Texas. Emily was first married to Perry Dunn on January 16, 1883. Mr. Dunn died somewhere between 1883 and 1885. Emily Booth Dunn and Perry Dunn did not have any children together nor did they adopt any.

Jeff Noble Sr. (on 1910 census referred to as Jefferson) was born in 1860 in Texas. Jeff Nobles Sr., married Emily Booth Dunn on December 2, 1885 in Shelby County, Texas. Emily was referred to as "Emma" at times. Jeff bought land in what is now known as the "Africa Community" and this is where he and Emily raised their children.

Emily Booth Nobles was the mother of six (6) living children and three (3) that preceded her in death. Jeff Nobles Sr. and Emily Nobles were the parents of the following children:

1. JAMES PERRY NOBLES was born on July 18, 1885. James Perry married Bertha L. Haywood Gopin on September 6, 1930 in Maricopa, Arizona. Bertha was born in 1860 and died in 1955. James Perry was a 2nd Lieutenant at Fort Des Moines, Iowa, 367th Infantry Regiment and a member of the "Buffalo Soldiers Division." James Perry was hit by a car in Tucson, Arizona on July 29, 1956 and is buried in the Evergreen Memorial Park, Tucson, Arizona. James Perry and Bertha did not have any children nor did they adopt any. James Perry was not the natural father of any children.
2. LURA NOBLES (often referred to as Laura) was the oldest daughter of Jeff and Emily Nobles, born in January 1892. Lura Cook married Roger Cooks on September 16, 1919. Lura and Roger resided in Center until they moved to Longview, Texas for a while. Lura Nobles Cook and Roger did not have any children nor did they adopt any. Lura Nobles Cook and Roger Cooks are buried in West View Cemetery in Center, Texas.
3. CHARLES AUSTIN NOBLES was born in August 1893. He was an ordained minister in the CME Church and a World War I Army veteran. Charles A. Nobles was married three (3) times. Charles married Ora Willie Reagor on September 3, 1931. This ended in divorce. Charles married Mahalia Allen on December 30, 1943 and this also ended in divorce. Charles later married Johnnie Donaldson. Charles Austin Nobles died January 6, 1971 and was buried in Old Soldiers Cemetery in Los Angeles, California. Johnnie Donaldson Nobles died June 20, 1981. Charles Nobles and Johnnie never had any children nor did they adopt any. Johnnie Nobles is buried at West View Cemetery in Center, Texas.
4. JEFF E. NOBLES (referred to as J.E. Nobles Jr.) was born July 7, 1896 in Shelby County. Jeff owned his own cab business, was a civic leader and served in the Army in World War I. He married Cammie L. Adams on May 18, 1918. Jeff and Cammie resided in Center on Noble Street until their deaths. Cammie Nobles died November 11, 1986. Jeff E. Nobles died on March 26, 1987 in Harris County. Jeff and Cammie are buried in West View Cemetery. Jeff and Cammie Nobles had no children nor did they adopt any.
5. EMMA NOBLES was born May 1898 in Shelby County. Emma Nobles married Pete Jackson on April 13, 1919. Emma and Pete had one child only, a daughter, Juanita Jackson. Emma Nobles Jackson died on November 6, 1939. Pete Jackson died in 1973. Emma Nobles Jackson and Pete Jackson are buried in West View Cemetery in Center, Texas. Emma and Pete Jackson had no other children nor did they adopt any.

(A). JUANITA JACKSON, daughter of Emma and Pete Jackson was born in Shelby County and lived here until she moved to Los Angeles in June, 1943. Juanita was a school teacher and taught for many years. Juanita passed away in Los Angeles.

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California in 1987. Juanita is buried in Los Angeles. Juanita Jackson was the mother of two daughters only:

- I. Lavatrice Jean Davis (referred to as "Jean")
440 Squires Road Unit 30
Phone number 332-356-8819 last known address.
- II. Diane Jackson has remained in Los Angeles at last known:
1343 Maltman Avenue #6
Los Angeles, California 90026
Phone number 323-661-6976

6. WILLIE NOBLES SR. was born on September 12, 1900. Willie was the youngest of Jeff Nobles Sr. and Emily Booth Nobles. Emily Booth Nobles died when Willie was eight days old. Willie was raised by his Aunt Hannah Hooker after Emily died September 22, 1900. Willie lived in Logansport, Louisiana for early part of his life. He had one son prior to be married. Willie Nobles Sr. married Jessie Louis Brown who was born December 19, 1905. Willie moved to Nacogdoches, Texas to work for the Mize family until his health failed. Willie Nobles was only married once but was the father of twelve (12) children. Jessie L. Brown Nobles died November 4, 1971. Willie Nobles Sr. passed away on July 3, 1985. Willie Nobles Sr. and Jessie L. Brown Nobles are buried in Pine Grove Cemetery in Nacogdoches, Texas. Willie Nobles Sr. leaves the following children and grandchildren as his only surviving heirs at law:

(A) Willie Nobles Jr. was born October 6, 1924 in Carthage, Texas. Willie Nobles Jr. married Bertha Willie Mae Collins and resided in Dallas, Texas. There Willie (referred to as "Junior") owned an auto shop for years. Bertha Nobles died June 1, 1997 and Willie Nobles Jr. died on February 2, 1997. Willie and Bertha were not the parents of any children nor did they adopt any. Willie Jr. and Bertha are buried at Lincoln Memorial Cemetery in Dallas, Texas.

(B.) Annie Louis Nobles is the oldest daughter and child of Willie Nobles Sr. and Jessie Louis Brown Nobles. Annie Louis (referred to as "Annie Louis", and "Pee Wee") was born Logansport, Louisiana on September 26, 1926. Annie moved to Nacogdoches and worked for E. J. Campbell School in the cafeteria and for Mize's factory until retiring. Annie L. Nobles married Obie Johnson on September 10, 1965. Obie passed away on May 3, 1982. Annie Nobles Johnson and Obie Johnson had no children nor did they adopt any. Obie Johnson is buried at Pine Grove Cemetery in Nacogdoches, Texas. Annie Nobles Johnson is 92 years old and residing at Lexington Place Rehabilitation Facility with her sister Georgia Nobles Simon.

(C.) James Perry Nobles was born on September 17, 1928. James Perry (referred to as "James P.", and "Bo") was born in Logansport, Louisiana. James P. moved to Nacogdoches with his parents and lived until moving to Los Angeles, California. James P. married Jennie Vee Smith. James P. worked for Webber Bread Company and Dolly Madison as a truck driver until he retired. He and Jennie Vee divorced. James Perry and Jennie Vee Nobles did not have nor did they adopt any children. James Perry was not the natural father of any children nor did he adopt any. James Perry Nobles died on April 4, 1999. James is buried in Pine Grove Cemetery in Nacogdoches, Texas.

(D.) Elzie Lee Nobles was born on April 10, 1930 in Logansport, Louisiana. Elzie (referred to as "Mash") lived in Nacogdoches until he moved to Cushing, Texas. Elzie Nobles married Peggy Joyce Simon on February 22, 1962 and worked for Branch Patton store until he retired. Elzie Nobles was the natural father of three children (one prior to marriage, Michael) and two with wife, Peggy Nobles, and one adopted. Elzie Lee Nobles passed away on August 4, 2001 in Rusk County, Texas and Peggy J. Simon Nobles passed on November 27, 2013. Elzie Lee and Peggy J. Nobles are buried in Pine Grove Cemetery in Nacogdoches. Elzie Lee Nobles leaves:

- a. Michael Moore was born on January 8, 1954 - 2203 Sutton Street, Nacogdoches, Texas 75961 Phone number 936-554-4182

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- b. Edna Joyce Nobles was born on February 23, 1963 in Nacogdoches, Texas. Edna Joyce Nobles is now living in the Mount Enterprise, Texas area. Phone number 936-645-3201
- c. Waymond Earl Nobles was born on April 18, 1966 in Nacogdoches, Texas. Waymond Earl Nobles is now living in the Livingston, Texas area. Phone Number 936-314-1407
- d. Junequa Denise Nobles was born on June 18, 1990 in Nacogdoches, Texas. Junequa Nobles is now living in the Tyler, Texas area. Phone number 936-645-3261

(E.) Margie Lee Nobles (referred to as "Sister") was born in Logansport, Louisiana on January 23, 1932. Margie Lee Nobles was married to Chester Pleasant on December 3, 1960. Margie Lee was not the mother of any children and she and Chester Pleasant never had nor adopted any children. Chester Pleasant died on February 3, 2011 in Baylor Hospital, Dallas, Texas. Margie Lee Nobles Pleasant died on January 2, 2012. Margie Nobles Pleasant and husband are buried in Pine Grove Cemetery.

(F.) Mary Jo Nobles (referred to as "Mae" or "Mary Jo") was born in Nacogdoches, Texas on March 15, 1935. Mary Jo was married once in her lifetime on February 21, 1955 to Curtis Langston Harris. They later divorced in 1958 in Harris County. Mary Jo Nobles Harris died on August 22, 2000. Mary Jo was the mother of six (6) surviving children listed:

- a. Jessie Mae Nobles Moody born on February 5, 1952 in Nacogdoches, Texas and resides at : 604 Crawford Street, Center, Texas 75935 Phone number 936-591-0694
- b. Curtis Joe Harris born on June 29, 1955 and resides at 1020 Pecan Crossing Apt# 2204, DeSoto, Texas 75115 Phone number 469-643-7130
- c. Bobby Joe Harris was born on August 12, 1960 and resides at 1177 CR 845, Cushing, Texas 75760 Phone number 936-244-9595
- d. Tommy Earl Harris born on February 25, 1963 and resides at 828 Home Avenue, Nacogdoches, Texas 75964 Phone number 936-221-2992
- e. Betty Marie Harris born on January 18, 1965 and resides at 621 Arthur Weaver Street, Nacogdoches, Texas 75961 Phone number 936-250-1460
- f. James Lee Harris was born on April 13, 1970 and resides at 20109 CR 4242, South Laneville, Texas 75667 Phone number 903-863-2852

Mary Jo Nobles is buried in Pine Grove Cemetery in Nacogdoches, Texas.

(G.) Ella Rean Nobles was born on March 26, 1937 in Nacogdoches, Texas. Ella Rean (referred to as "Little Sister") worked in private homes and the schools while remaining in Nacogdoches, Texas. Ella Rean married Allan Greer on February 28, 1966. Ella Rean had a son prior to their marriage and she and Allan Greer had two children together. Allan Greer passed away on September 3, 1974 and is buried in Pine Grove Cemetery. Ella Rean Nobles Greer died on September 8, 1980 and is buried in Pine Grove Cemetery. Ella Rean Nobles had three (3) children and two with Allan Greer as follows:

- a. Charles Edward Nobles (referred to as "Twenty") was born on July 23, 1957 and resides at 561 West Dickey Road Apt #A Grand Prairie, Texas 75051 Phone number 214-809-3334
- b. Shwila Ann Greer was born on March 31, 1968 and resides at 1011 Cottonwood Street, Nacogdoches, Texas 75961 Phone number 936-371-3336
- c. Lonnie Aaron Greer (referred to as "Poodle") was born on February 2, 1967 and resides at 1513 Eliza Street, Nacogdoches, Texas 75961 Phone number 936-615-6085

(H.) Georgia Ree Nobles was born on December 30, 1940 in Nacogdoches, Texas and moved to Dallas, Texas where she resided until 2013. Georgia Ree Nobles married Verdell Simon July 7, 1962. Georgia Ree worked for the Dallas School System until she retired. Georgia Ree Nobles Simon was not the mother of any children nor did Georgia and Verdell have or adopt any. Verdell Simon died May 24, 1995 and is buried in Tudman Cemetery in Cushing, Texas. Georgia Nobles Simon is residing at

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Lexington Place Rehabilitation Facility in Nacogdoches, Texas with her sister Annie Nobles Johnson.

(I.) Shirley Earl Nobles was born on July 28, 1943 in Nacogdoches, Texas. Shirley Nobles worked for a number of years for Nacogdoches School System. Shirley Earl Nobles is the mother of five (5) children as stated below: four (4) girls and one (1) boy. Shirley Earl Nobles resides at 1711 Eliza Street, Nacogdoches, Texas 75961. Phone number 936-645-4568 Shirley Earl Nobles did not adopt any other children.

a. Tracina Gail Nobles Strong was born May 5, 1963 and resides at 129 Linwood Street, Nacogdoches, Texas 75964. Phone number 936-645-9454

b. Sherrie Denise Nobles James was born February 9, 1967 and resides at 2146 Maffa Avenue, Dallas, Texas. Phone number 936-386-3315

c. Sophia Lynise Nobles was born November 11, 1968 and resides at 2633 Overton Road, Dallas, Texas 75216. Phone number 936-645-4568

d. Vickey Ruth Nobles Payne was born December 27, 1969 and resides at 2146 Maffa Avenue, Dallas, Texas. Phone number 469-326-3325

e. Audria Lavell Nobles (son) was born November 29, 1990 and resides at 1711 Eliza Street, Nacogdoches, Texas 75961. Phone Number 936-645-4568

(J.) Lonnie James Nobles (referred to as "L.T." and "Tappin") was born February 27, 1946 in Nacogdoches, Texas. Lonnie Nobles was employed with Dee Lampkin and Mills Paint and Body Shop. Lonnie never married but did have one (1) son, Kenneth. Lonnie James Nobles lived in Nacogdoches until his death on March 26, 2010. Lonnie is buried in Pine Grove Cemetery. Lonnie Nobles did not adopt any other children.

a. Kenneth Ananias Fields was born August 3, 1968 and has a mailing address of P.O. Box 201, Chireno, Texas 75937. Phone number 936-645-2591.

(K.) Aaron Nobles Sr. was born in Nacogdoches, Texas on June 6, 1947. Aaron Nobles Sr. served as Corporal in the United States Marines and as a SGT. in the Texas National Guards. After serving he returned home to work for Branch Patton with his brother, Elzie Nobles. Aaron Nobles was married two (2) times in his life. First to Joyce Yvonne Hall of California. Aaron Nobles and Joyce Hall Nobles had two (2) sons together. Aaron and Joyce later divorced.

a. Aaron Nobles Jr. was born December 1, 1974 and resides at 1900 NE 84th Way, Vancouver, Washington 98665. Phone number 360-977-4661

b. William James Nobles was born June 27, 1977 and resides 1540 Sinclair Drive, Du Point, Washington 98527. Phone number 253-732-3345

Aaron Nobles Sr. did not have any other children from this marriage nor did he adopt any. Aaron Nobles Sr. reportedly had another son sometime in his life outside of marriage. Little information is known about him other than a name: Warren Lee Nobles has not been able to locate. Aaron married Emma Jacob Douglas Nobles and they resided in Nacogdoches, Texas. Aaron married Emma Jacob Douglas Nobles did not have any children together nor did they adopt any. Aaron Nobles Sr. died September 15, 2013 and is buried with his parents and siblings at Pine Grove Cemetery in Nacogdoches, Texas.

(L.) Juanita Nobles (referred to as "Neke") was the last of Willie Nobles Sr. and Jessie Brown Nobles children. Juanita was born on August 8, 1949 in Nacogdoches, Texas where she lived until death on April 9, 2011. Juanita worked for various home health agency in her life. Juanita Nobles never married but did have one (1) natural daughter only (Jessica) and never adopted any others. Juanita Nobles is buried with her parents, Willie and Jessie Nobles and siblings; James Perry, Elzie, Margie, Ella Rean, Mary Jo, Lonnie James, and Aaron Nobles. Juanita Nobles daughter is:

a. Jessica Quanita Nobles was born January 18, 1991 and Jessica resides in Nacogdoches, Texas as of the present time. Phone number 936-221-0885

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These are the known heirs of Jeff Nobles Sr. and Emily Booth Dunn Nobles and their children. Emma Nobles Jackson, Willie Sr. and their children and grandchildren.

Jeff Nobles Sr. brought one (1) tract of land situated in Shelby County, Texas on the Z.C. Walker Survey A-757 (1 tract) and being 70 acres described in the Deed from C.P. Huntington to Jeff Nobles, December 28, 1896, recorded in volume 24, page 155, Deed Records, Shelby County, Texas where he was a farmer and land owner.

Jeff Nobles Sr. married Eliza King, his second wife in 1962 after the death of Emily Booth in 1900. Eliza King was the daughter of Blue King and Mary Franklin King.

Jeff Nobles Sr. and Eliza Nobles were the parents of six (6) children: five (5) that lived and one (1) that died in infancy.

Their heirs are as follows:

1. MODY NOBLES was born on January 13, 1903 in Shelby County, Texas. Mody Nobles was a respected school teacher for many years and faithful church worker. Mody Nobles resided in Center, Texas until death on January 21, 1998. Mody Nobles never had any children nor did she adopt any. She was a single woman and is buried in West View Cemetery in Center, Texas.
2. MAUDE NOBLES was born on February 18, 1913 in Shelby County, Texas. Maude Nobles never married but did have one (1) child that died in infancy. Maude left Center, Texas where she lived to go to Arizona. Maude Nobles was known to "hop a train" from one place to another. Maude passed away in Arizona in 1964 and body was brought home to West View Cemetery in Center, Texas.
3. HENRY NOBLES (referred to as "Fok") was born to Jeff Nobles Sr. and Eliza King Nobles. Henry Nobles never married and was not the natural father of any children. Henry passed away on June 23, 1928 and is buried in West View Cemetery in Center, Texas.
4. K.P. NOBLES was born on September 28, 1910. K.P. Nobles ran a cafe in Center, Texas for a while and had Emma Nobles Jackson as his cook. K.P. eventually gave the business to his sister, Emma Nobles. K.P. Nobles never married nor did he have or adopt any children. K.P. Nobles was shot on March 8, 1933 in Center, Texas and is buried in West View Cemetery.
5. JESSE NOBLE was born on April 11, 1916 in Shelby County, Texas. Jesse Nobles married Louise Cartwright on May 29, 1950. Jesse Nobles was a veteran and served in the army. Jesse and Louise had only one (1) son. They had no other children nor did they adopt any. Jesse Nobles died on October 1, 1986 and is buried at Bennett Chapel Cemetery in Shelbyville, Texas. Louise Cartwright Nobles died on June 25, 1998 and is buried at Bennett Chapel Cemetery.
 1. Jesse Ray Nobles was the only child of Jesse Nobles and Louise Nobles. Jesse Ray Nobles was born on September 24, 1948 in Center, Texas. Jesse Ray Nobles married Thelma Ruth Daniels on January 7, 1961. Jesse Ray Nobles and Thelma Daniels Nobles had one (1) son together. Jesse Ray was not the natural father of any other children nor did he adopt any. Jesse Ray Nobles was killed on August 1, 1975 in Center, Texas and was buried in Bennett Chapel Cemetery in Shelbyville, Texas.
 - A. Carlton David Nobles was born August 17, 1966 to Jesse Ray Nobles and Thelma Daniels Nobles. Carlton grew up in Center, Texas and attended school in Center, Texas. Carlton Nobles is now living in Commerce, Texas now.

These are the known heirs of Jeff Nobles Sr. and Eliza Nobles and their children and grandchildren

Jeff Nobles Sr. and Eliza Nobles bought 13.7 acres of land described in the Deed from O.H. Polley to Jeff nobles dated April 4, 1907, recorded in Volume 60, page 30, Deed Records, Shelby County, Texas to which said Deeds and their records, reference is here made for all purposes.

Jeff Nobles Sr., Emily Booth Nobles, Eliza King Nobles, and all their children: James Perry Nobles, Charles Austin Nobles, Lura Nobles Cook, Emma Nobles Jackson, Willie Nobles Sr., Henry Nobles, Maude Nobles, K.P. Nobles, and Jesse Nobles all died intestate and that no administration was ever had on the estates of any of said parties listed immediately herein before no necessary exiting for such administration of their estates.

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J.E. Nobles and Mody Nobles died testate.

Willie Nobles Sr. and Jessie Louis Brown Nobles died Intestate and their heirs: Willie Nobles Jr., James Perry Nobles, Elzie Lee Nobles, Mary Jo Nobles, Harriis, Ella Rean Nobles Greer, Margie Lee Nobles Pleasant, Lonnie James Nobles, Aaron Nobles Sr., and Juanita Nobles died Intestate.

AFFIRANT has knowledge through family history that the names herein are descendants of Jeff Nobles Sr., wife Emily Booth Dunn Nobles, and second wife, Eliza King Nobles.

Linda Marshall
Witness Linda Marshall

Kattie Evans
Witness Kattie Evans



Jessie Moody
Affiant Jessie Moody

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jennifer L. Fountain



Jennifer L. Fountain, County Clerk
Shelby County, Texas

May 07, 2019 09:30:24 AM

FEE: \$45.00 - 104V15
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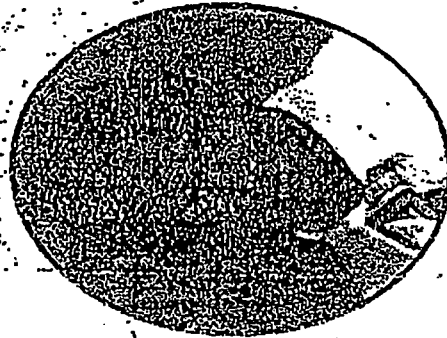
2019001375

EXHIBIT C

Nobles

Homegoing Celebration

of
Mr. Elzie "Ash" Nobles



Sunrise
April 10, 1930

Sunset
August 4, 2001

Memorial Services
Saturday, August 11, 2001
11:00 a.m.

Antioch Baptist Church
1421 Greer Street
Nacogdoches, TX 75961

Reverend W. E. Dean
Pastor/Officiating

Reverend Melvin Rogers

Obituary



"I have fought a good fight, I have finished my course,
I have kept the faith:
Henceforth there is laid up for me
a crown of righteousness,
which the Lord, the righteous judge,
shall give me at that day:
and not to me only,
but unto all them also that love his appearing."

II Timothy 4:7-8

Mr. Elzie Nobles, the fourth oldest son born to Mr. Willie Nobles, Sr. and Mrs. Jessie (Brown) Nobles, was born April 10, 1930 in Logansport, LA.

After moving to Nacogdoches, he received his education in the public schools of this county and attended E. J. Campbell School.

At an early age, Mr. Nobles united with Antioch Baptist Church.

He was employed at Branch-Patton Hardware for 29 years before his retirement.

On February 22, 1962, Mr. Nobles was united in holy matrimony to Ms. Peggy J. Simon.

Mr. Nobles loved his family and his church. He also enjoyed time spent fishing and his truck.

His parents, two brothers, (Willie Jr. & James P.) and two sisters (Ella Rean and Mary Jo) preceded him in death.

On August 4, 2001, "Mash" Nobles departed this life at his residence.

He leaves to cherish his memory: his wife of 39 years, Mrs. Peggy Nobles, Cushing, TX; two sons, Michael Moore, Nacogdoches, TX, and Waymond Nobles, Cushing, TX; one daughter, Edna Nobles, Cushing, TX; two brothers, L. J. Nobles and Aaron Nobles, Nacogdoches, TX; five sisters, Annie Johnson and Juanita Nobles, Nacogdoches, TX, Margie Pleasant and Georgia Simon, Dallas, TX, Shirley Nobles, Cushing, TX; six grandchildren, Ty Cordera and Junequa Nobles, Cushing, TX, Brandon Johnson, Tyler and Katoshia Moore, Irving, TX, one great-grandchild, Michael Moore, Irving, TX, and a host of nieces, nephews, other relatives and friends.

EXHIBIT D

EXHIBIT A

STATE OF TEXAS

§

COUNTY OF SHELBY

§

AFFIDAVIT OF FALSE ROYALTY CLAIMANTS

AS TO HEIRSHIP

OF

JEFF NOBLES SR.

BEFORE ME, the undersigned, a notary Public in and for said County and State on this day personally appeared Waymond Earl Nobles, Michael Moore, Junequa Denise Nobles and Edna Joyce Nobles who are well known to be a credible individual, who being by me upon the oath first duly sworn that:

I.

All are well and personally acquainted with the family history and facts of the heirship of Jeff Nobles SR., Affiants are also familiar with the property located in Shelby County, Texas owned by Jeff Nobles prior to his death, property herein described as follows:

All those certain two, (2), tracts of land situated in SHELBY COUNTY, TEXAS, on the Z. C. WALKER SURVEY, A-757, (1 tract) and being 70 acres described in the Deed from C. P. Huntington to Jeff Nobles dated December 28, 1896, recorded in Volume 24, page 155, Deed Records, Shelby County, Texas, (2 tract) and being 13.7 acres of land described in the Deed from O. H. Polley to Jeff Nobles dated April 4, 1907, recorded in Volume 60, page 30, Deed Records, Shelby County, Texas, to which said Deeds, and their records, reference is here made for all purposes.

Property owned by Jeff Nobles SR. and passed through heirship to the first, second and third generations of Jeff Nobles SR. i.e., Junequa Denise Nobles, Michael Moore, Waymond Earl Nobles and Edna Nobles.

II.

HEIRSHIP

AS TO

Jeff Nobles Sr. & Emily Boothe Goodwin Nobles

Charlie Nobles; Heir of Jeff & Emily Nobles

Married Johnnie Mae Donaldson, no children and both deceased.

Charlie Nobles estate falls under the bloodline of Jeff and Emily Nobles, due to the Texas laws of **Survived by descendants and no spouse**: In this case, the deceased person's descendants will inherit the entire probate estate. Charlie Nobles had siblings that fell under Jeff Nobles concerning the property in question. The Donaldson's that currently receive royalties fall under Johnnie Mae Donaldson siblings Patricia Maxwell, Deborah Akpata, Marilyn Roundtree, John Donaldson, Jay Hugh Donaldson, Demitra Donaldson, Romona Jackson, Stephanie Donaldson, Isaiah Donaldson, Jacob Donaldson, Mary Donaldson, Jason Donaldson, Hezekiah Donaldson, Sarah Donaldson, Jennie H. Reddick, Diane Northrup, Rafeal Anderson and Mae Berta Ward NOT the siblings of Charlie Nobles. Texas Estate Codes states herein:

If a person dies without a will, and title to his or her property does not expressly include joint tenancy with survivorship language, then issues may arise as to which persons now have title and in what percentages. Such property is often referred to as "heirship property." It is essentially unsellable as it is, and a title company will not insure the title until heirship issues are addressed and resolved. This is usually accomplished by either a probate proceeding in county court, resulting in appointment of a personal representative of the estate and ultimately a judgment determining heirship (see **Estates Code § 202**); or by the less formal and expensive method of utilizing an affidavit of heirship (see **Estates Code § 203.002**) followed by a "curative deed" or "consolidation deed" (our terms) signed by the surviving heirs in favor of a new sole owner.

Estates Code § 201.003. Community Estate of an Intestate (a) If a person who dies intestate leaves a surviving spouse, the community estate of the

deceased spouse passes as provided by this section. (b) The community estate of the deceased spouse passes to the surviving spouse if:

(1) no child or other descendant of the deceased spouse survives the deceased spouse; or 2) all the surviving children and descendants of the deceased spouse are also children or descendants of the surviving spouse.

SUBCHAPTER C. DISTRIBUTION TO HEIRS

Sec. 201.103. TREATMENT OF INTESTATE'S ESTATE. All the estate to which an intestate had title at the time of death descends and vests in the intestate's heirs in the same manner as if the intestate had been the original purchaser.

Therefore, Charlie Noble had descendants (siblings) and no children, leaving all royalty and possession of said property back into the (pot) descendants of Jeff & Emily Nobles. Please refer to the Affidavit of Heirship that this documentation is attached to.

If a person dies without a will, and title to his or her property does not expressly include joint tenancy with survivorship language, then issues may arise as to which persons now have title and in what percentages. Such property is often referred to as "heirship property." It is essentially unsellable as it is, and a title company will not insure the title until heirship issues are addressed and resolved. This is usually accomplished by either a probate proceeding in county court, resulting in appointment of a personal representative of the estate and ultimately a judgment determining heirship (see Estates Code § 202); or by the less formal and expensive method of utilizing an affidavit of heirship (see Estates Code § 203.002) followed by a "curative deed" or "consolidation deed" (our terms) signed by the surviving heirs in favor of a new sole owner. § 201.003. Community Estate of an Intestate (a) If a person who dies intestate leaves a surviving spouse, the community estate of the deceased spouse passes as provided by this section. (b) The community estate of the deceased spouse passes to the surviving spouse if: (1) no child or other descendant of the deceased spouse survives the deceased spouse; or 2) all of the surviving children and descendants of the deceased spouse are also children or descendants of the surviving spouse.

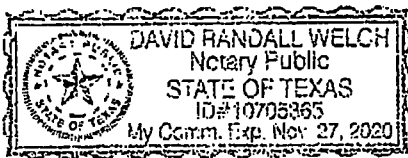
STATE OF TEXAS §

COUNTY OF Nacogdoches

BEFORE ME, the undersigned, a Notary Public in the said County and State on this day personally appeared **Waymond Nobles, Michael Moore, Junequa Denise Nobles and Edna Nobles**, known to me to be the person whose named is subscribed to in 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 16 day of Oct, AD 2018

My Commission Expires: 11/27/2020



[Signature]

Notary Public for State of Texas

EXECUTED this the 16 day of Oct, 2018

[Signature]
Signature of Affiant

[Signature]
Signature of Affiant

[Signature]
Signature of Affiant

[Signature]
Signature of Affiant

SWORN TO and SUBSCRIBED before me by **Waymond Nobles, Michael Moore, Junequa Denise Nobles and Edna Nobles** this the 11 day of October, 2018

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

James L. Foster



Notary Public for the State of Texas
My Comm. Expires 09/07/21

SEE ALSO TO COVER
HQ

2018003401

EXHIBIT E

AFFIDAVIT OF CLAIM, TRUTH, FACTS AND NOTICE

STATE OF TEXAS §

COUNTY OF SHELBY § KNOW ALL MEN BY THESE PRESENT

I, Waymond Nobles, Edna Nobles, Junequa Nobles and Michael Moore descendants of Willie Nobles Sr., make this affidavit and hereby on oath state the following:

1. We are of sound mind and capable of making and agreeing to this instrument called an affidavit.
2. We are all over the 18 years of age.

Point 1- We have knowledge of Jeff Nobles Sr., and Emily Nobles heirship and the family history, which led to Five (5) children within this union. We have knowledge that Emily Nobles died prior to Jeff Nobles Sr. dying and her share of the community estate passed to her husband Jeff Nobles Sr. Willie Nobles Sr., was one of the five descending from Jeff & Emily Nobles. Willie Nobles Sr. had one child Willie Nobles Jr. Willie Nobles Sr. married Jessie Louise Nobles and of that union there were eleven (11) children. Elzie Lee Nobles was one of the eleven children of the union of Willie Nobles Sr. and Jessie Louise Nobles. Elzie Lee Nobles had one child Micheal Moore. Elzie Lee Nobles married Peggy Nobles

and of that union they had three (3) children; Edna Nobles, Waymond Nobles and Junequa Nobles. Waymond Nobles, Edna Nobles, Junequa Nobles and Michael Moore are the living descendants from Eliza Lee Nobles. (Exhibit A)

Point 2- We have knowledge that if a person dies without a will, and title to his or her property does not expressly include joint tenancy with survivorship language, then issues may arise as to which persons now have title and in what percentages. Such property is often referred to as "heirship property." It is essentially unsellable as it is, and a title company will not insure the title until heirship issues are addressed and resolved. This is usually accomplished by either a probate proceeding in county court, resulting in appointment of a personal representative of the estate and ultimately a judgment determining heirship (see Estates Code § 202); or by the less formal and expensive method of utilizing an affidavit of heirship (see Estates Code § 203.002) followed by a "curative deed" or "consolidation deed" (our terms) signed by the surviving heirs in favor of a new sole owner. § 201.003. Community Estate of an Intestate

(a) If a person who dies intestate leaves a surviving spouse, the community estate of the deceased spouse passes as provided by this section. (b) The community estate of the deceased spouse passes to the surviving spouse if:

Producers 88 Rev. 10/74
With 40/640 Acres Pooling Provision

Found Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of APRIL, 1986, between

ELZIE LEE NOBLES, Rt. 2, Box 123A, Cushing, Tx 75760

Lessor (whether one or more), whose address is: BILL HILL, P. O. Box 3112, Longview, Tx 75605, Lessee. WITNESSETH:

I, Lessor in consideration of Ten & No/100 Dollars

(\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in SHELBY County, Texas, to-wit:

1st Tract: 13.7 acres Z. C. Walker H. R. Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded volume 60, page 30, deed records Shelby Co., Tx.
2nd Tract: 61.59 acres, Z. C. Walker H. R. Survey, Shelby Co., Texas, a part of Subdivision #3 as shown by map of said subdivision of record in deed records Shelby Co., Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise

75.29 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of of the gas so sold or used, provided that on gas sold at the wells the royalty shall be of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be \$2.50 per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 40 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata, and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and all units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 6 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit for to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or utilization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona

BOOK: 910 PAGE: 1010
INST#: 2001 2102
FILE DATE: 04/24/2001
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK

(1) no child or other descendant of the deceased spouse survives the deceased spouse; or 2) all of the surviving children and descendants of the deceased spouse are also children or descendants of the surviving spouse. If a person dies without a will, and title to his or her property does not expressly include joint tenancy with survivorship language, then issues may arise as to which persons now have title and in what percentages. Such property is often referred to as "heirship property." It is essentially unsellable as it is, and a title company will not insure the title until heirship issues are addressed and resolved. This is usually accomplished by either a probate proceeding in county court, resulting in appointment of a personal representative of the estate and ultimately a judgment determining heirship (see Estates Code § 202); or by the less formal and expensive method of utilizing an affidavit of heirship (see Estates Code § 203.002) followed by a "curative deed" or "consolidation deed" (our terms) signed by the surviving heirs in favor of a new sole owner.

Point 2 (a) We have knowledge that the Texas Probate Code section 38 (b) controlled the passing of separate Property of both the Married Intestate and surviving descendants up to September 1, 1994.

For real property that was the separate property of a person: a surviving spouse received a life estate in one third of the deceased spouse's separate real

property. The rest of the property, that is, the outright interest in two-thirds of the separate real property and the remainder interest following the surviving spouse life estate passed to the deceased spouse's children or their descendants.

If there are no surviving descendants, but only one parent survives and the intestate is also survived by at least one sibling or a descendant of a sibling (e.g. Niece or Nephew), the surviving parent receives one-half of the estate with remaining one half passing to the siblings and their Descendants.

Point 3- We have knowledge of the property records in Shelby County, Texas Jeff Nobles Sr., and Emily Nobles purchased, All those certain two, (2), tracts of land situated in SHELBY COUNTY, TEXAS, on the Z. C. WALKER SURVEY, A-757, (1 tract) and being 70 acres described in the Deed from C. P. Huntington to Jeff Nobles dated December 28, 1896, recorded in Volume 24, page 155, Deed Records, Shelby County, Texas, (2 tract) and being 13.7 acres of land described in the Deed from O. H. Polley to Jeff Nobles dated April 4, 1907, recorded in Volume 60, page 30, Deed Records, Shelby County, Texas, to which said Deeds, and their records, reference is here made for all purposes. (Exhibit A)

Point 4- We also have knowledge that Jeff Nobles Jr. and Delton Greer case was dismissed in March 30, 1993 in Shelby County, Texas. In the 273rd Judicial District Court of Shelby County, Texas case #21,851 was dismissed with no judgment in favor of the defendant Delton Greer and his heirs. (Exhibit C) Delton Greer heirs have no rights or interest in the Z. C. Walker Survey Abstract 757.

Point 5- We continue to have knowledge that Texas statute states that through intestate (no will), if an heir passes away with no children and there are other descendants that heir interest returns to the living descendants and not the family of the wife of the deceased heir. The current heirs of the Donaldson come through Charlie Nobles (bloodline heir) and wife Johnnie Mae Donaldson, which have no interest or rights to royalties to the property mentioned herein. As mentioned in Point -2 Section (2) (a) in Texas. (Exhibit B)

*******NOTICE*******

PLEASE TAKE NOTICE: That we the heirs of Jeff Nobles & Emily Nobles will utilize this affidavit and all supporting documents against Bill Hill Inc., a/k/a Bill Hill Oil & Gas Production, Rhonda Hill Hamilton and Ron Hamilton, Rhetta Collier, Glenn Collier and Resa Allen until all issues stated within are cured and rectified in favor of the affiants.

PLEASE TAKE NOTICE: That we will demand \$1,000.00 each per day per heir for access and use of our land and minerals until all defects are cured and an agreeable Oil and Mineral lease is created and entered including each heir of Jeff Nobles and Emily Nobles.

PLEASE TAKE NOTICE: Bill Hill Inc., et al have Thirty (30) calendar days to contact the affiants to mediate these issues.

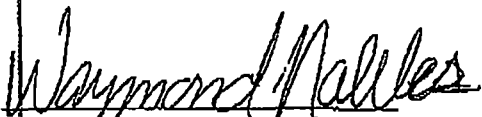
PLEASE TAKE NOTICE: We the affiants will move forward pursuing a lawsuit against Bill Hill Inc., et al if there is no contact prior to the expiration of the Thirty (30) days following the receipt of this affidavit along with placing a Lis Pendens in the property records concerning our case.

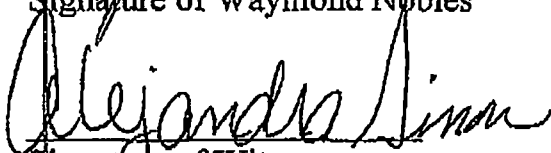
PLEASE TAKE NOTICE: If there is no attempt to cure all defects within the allotted time, mentioned above, we will send a certified default notice and adhere it to the lawsuit.


I declare under penalty of perjury that the foregoing is true and correct to the best of our individual knowledge and beliefs.

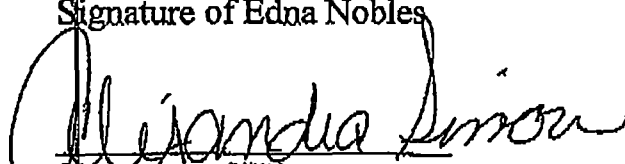
JURAT

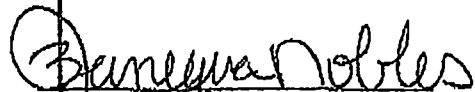
Executed this the 12 day of Nov 2018

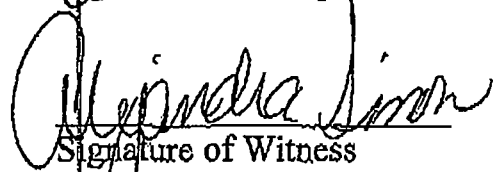

Signature of Waymond Nobles


Signature of Witness


Signature of Edna Nobles


Signature of Witness


Signature of Junequa Nobles


Signature of Witness

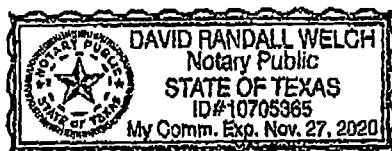
Michael Moore

Signature of Michael Moore

Alexandra Sivar

Signature of Witness

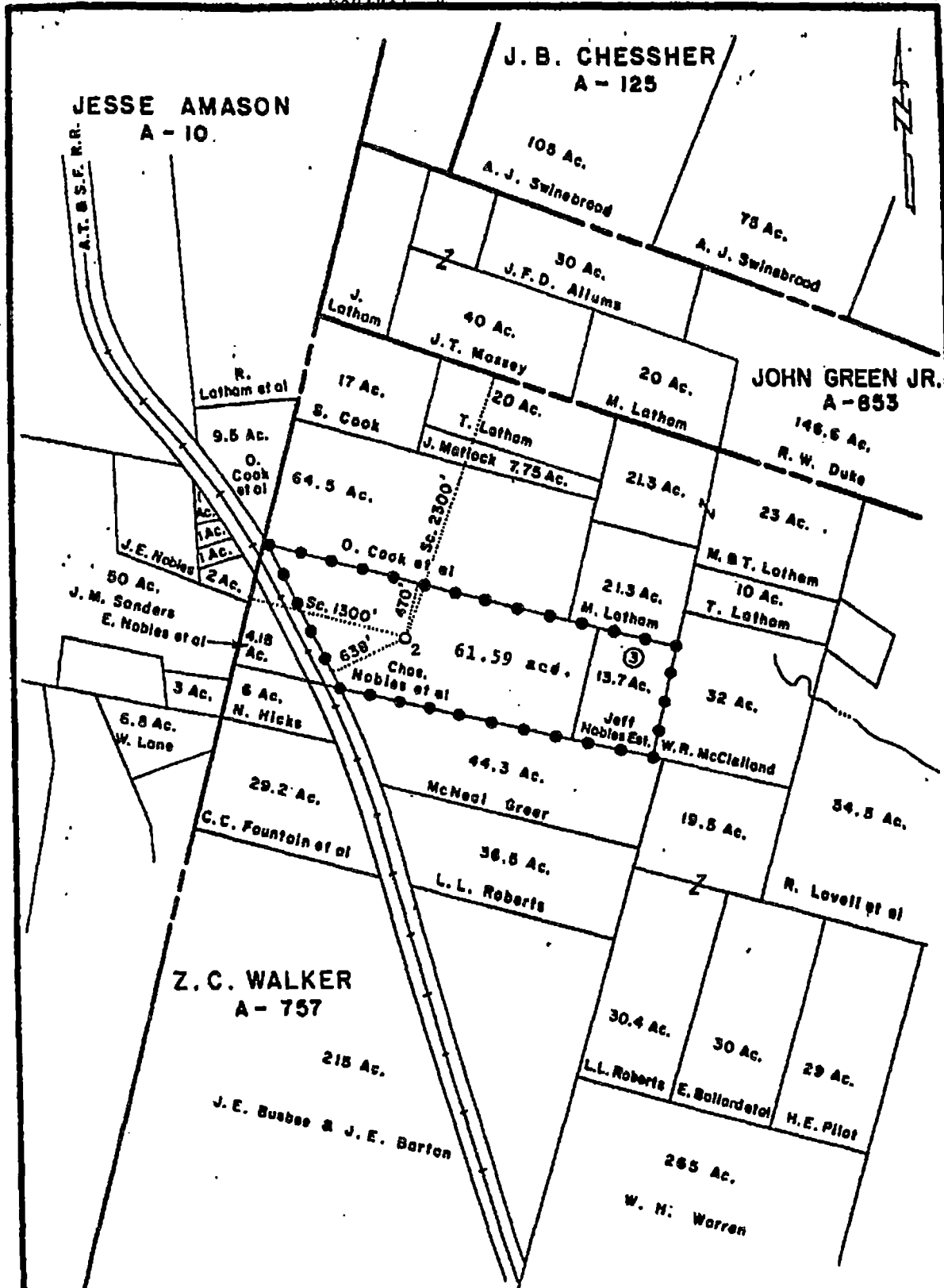
SWORN TO and SUBSCRIBED before me Waymond Nobles, Edna Nobles, Junequa Nobles and Michael Moore this the 12 day of Nov 2018



[Signature]

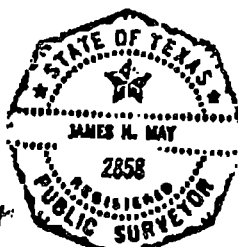
Notary Public for State of Texas

EXHIBIT "B"



I, James H. May, Registered
Public Surveyor No. 2858,
hereby certify that this plat
is true and correct to the
best of my knowledge.

James H. May
James H. May



BILL HILL & ASSOCIATES
NOBLES NO. 2

75.29 ACRES BY LEASE CALLS
Z. C. WALKER SURVEY

13 7/10 Tract
 61.59 +
 3.45
 65.04

EXHIBIT "C"

FIRST TRACT: Being 13-7/10th acres of land in the Z. C. Walker H.R. Survey, Shelby County, Texas, located about 1-3/4 miles southeast from the City of Center, Texas; and being the same land described in deed from O. H. Polley to Jeff Nobles dated April 4, 1904, recorded in Vol. 60, Page 30, Deed Records, Shelby County, Texas; and being described as follows: BEGINNING at Jeff Nobles southeast corner stake in road near Jeff Nobles fence brs. a small hickory mkd. x - a large red oak north 75 west mkd. x -; THENCE south 75 east 224-4/5 vrs. to a stake brs. a small pine and 2 small hickories mkd. x; THENCE North 15 east 344 vrs. to a stake brs. a post oak south 39 west 2 vrs. mkd. J.; THENCE north 75 west 224-4/5 vrs to a stake Jeff Nobles northeast corner; THENCE south 15 west with said Nobles East bdy. line 344 vrs. to the PLACE OF BEGINNING, and containing 13-7/10 acres of land.

SECOND TRACT: Being 61.59 acres of land, more or less, in the Z. C. Walker Survey, Shelby County, Texas, a part of Subdivision No. 2 as per map of said subdivision filed for record in the office of the County Clerk of Shelby County, Texas, and being described as 70 acres, less 4.96 acres, less 3.45 acres, leaving 61.59 acres.

Jennie Leapers
U Reddick.

PROPERTY OF THE U.S. AIR FORCE
 1974-1975

961560

VOL 803 PAGE 847

JOHN F. WATKINS & ASSOCIATES COMPANY
8112 Phoenicia, Houston, Texas 77063 (713) 266-7377

QIL CAN AND MINERAL LEASE

THIS AGREEMENT made this 28th day of February 1996
 between JENNIE M. HENDRYX, 15114, Aztec Road, Apple Valley, Co 92302
 of the County of San Bern Co and the State of California
 and PHIL M. P. O. BOX 3112, BERRY AVE, TAMPA, FL 33601
 of the County of HN and the State of FL
 is hereby certified that HN NO. 100
 is bound by the terms of the within bonds provided and of the covenants of it have been examined, hereto made, known and are hereby made
 known for the purpose of certifying, recording, perfecting and making the same valid and binding on the parties and their heirs, assigns and
 assigns forever and the same shall be deemed to be duly and lawfully made and binding thereon in conformity with the provisions of the
 laws of the State of California and the County of SHERID
 County, Texas 1996

FIRST TRACT: 11.7 acres ±, C. Walker H&S Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded in volume 60, page 30, Deed Records, Shelby County, Texas.

SECOND TRACT: 61.59 acres ±, C. Walker H&S Survey, Shelby Co., Texas, part of Subdivision #3 as shown by map of said subdivision of record in deed records, Shelby Co., Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres

This issue also covers and includes all land owned or claimed by Indian allottees as well as lands in the trust particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not located within the boundaries of the land particularly described above.

[illegible][illegible]

period throughout day; get in bed before pain too hard, leave 15-20 min in recliner in the evening to the comfort of my legs/bedside by

This image is a high-contrast, black and white scan of a document page that has been severely degraded or corrupted. The entire surface is covered in a dense, chaotic pattern of black and white pixels, resembling a heavily noisy or corrupted image. The original text and layout are completely lost, leaving only a complex, abstract texture.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any areas for improvement.

REMARKS:

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes against the objectives and goals to determine the effectiveness of the project.

[illegible]

THE UNIVERSITY OF CHICAGO

Donald "Wease"

FOAMING PROPERTIES & STABILITY OF COUP-AM
AND P-AM-1, 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000, 1002, 1004, 1006, 1008, 1010, 1012, 1014, 1016, 1018, 1020, 1022, 1024, 1026, 1028, 1030, 1032, 1034, 1036, 1038, 1040, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, 1060, 1062, 1064, 1066, 1068, 1070, 1072, 1074, 1076, 1078, 1080, 1082, 1084, 1086, 1088, 1090, 1092, 1094, 1096, 1098, 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, 1144, 1146, 1148, 1150, 1152, 1154, 1156, 1158, 1160, 1162, 1164, 1166, 1168, 1170, 1172, 1174, 1176, 1178, 1180, 1182, 1184, 1186, 1188, 1190, 1192, 1194, 1196, 1198, 1200, 1202, 1204, 1206, 1208, 1210, 1212, 1214, 1216, 1218, 1220, 1222, 1224, 1226, 1228, 1230, 1232, 1234, 1236, 1238, 1240, 1242, 1244, 1246, 1248, 1250, 1252, 1254, 1256, 1258, 1260, 1262, 1264, 1266, 1268, 1270, 1272, 1274, 1276, 1278, 1280, 1282, 1284, 1286, 1288, 1290, 1292, 1294, 1296, 1298, 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1342, 1344, 1346, 1348, 1350, 1352, 1354, 1356, 1358, 1360, 1362, 1364, 1366, 1368, 1370, 1372, 1374, 1376, 1378, 1380, 1382, 1384, 1386, 1388, 1390, 1392, 1394, 1396, 1398, 1400, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1444, 1446, 1448, 1450, 1452, 1454, 1456, 1458, 1460, 1462, 1464, 1466, 1468, 1470, 1472, 1474, 1476, 1478, 1480, 1482, 1484, 1486, 1488, 1490, 1492, 1494, 1496, 1498, 1500, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1516, 1518, 1520, 1522, 1524, 1526, 1528, 1530, 1532, 1534, 1536, 1538, 1540, 1

7257

Shelby County, West Virginia

2. This is a valid law and subject to the other provisions herein provided, this law shall be in effect of 3 years from the date called "primary term" and no longer thereafter, and, so as not to interfere with the work which was done in past years of building.

[illegible]

14-00000

1. The first step in the process of the investigation is the identification of the problem. This involves a thorough review of the available information and a clear definition of the issue at hand. The next step is to gather data, which can be done through various methods such as interviews, surveys, and experiments. Once the data is collected, it is analyzed to identify patterns and trends. This analysis leads to the formulation of hypotheses, which are then tested through further experiments or observations. The final step is to draw conclusions based on the results of the investigation and to communicate these findings to the relevant stakeholders.

358

Producers 88 (4-76) Revised Paid Up
with 640 Acres Pooling ProvisionFOUND PRINTING & STATIONERY COMPANY
2225 PARKWAY, MOUNTAIN VIEW, TEXAS 75149, (214) 969-3159**OIL, GAS AND MINERAL LEASE** 7251

THIS AGREEMENT made this 20th day of December 19 85, between
Gwendolyn Donaldson, Patricia Maxwell, Marilyn Roundtree, Jay Hue Donaldson,
Ramona Jackson, Isaiah Donaldson, Mary Donaldson, Ezekiel Donaldson, Deborah
Akpata, John Donaldson, Damitra Donaldson, and Stephen Donaldson.

Lessor (whether one or more), whose address is: 2518 Pine Street, Dallas, Texas 75213
 and Bill Hall & Associates P.O. Box 3112, Longview, Tx. 75606 as to, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars
\$10.00, in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in

Shelby County, Texas, to-wit:

78.74 acres of land, more or less, out of and a part of the Z. C. Walker Survey, A-757 Shelby County, Texas, described in Three (3) tracts as follows:

First tract: 13.7 acres of land described in Deed dated April 4, 1904, from O. H. Polly to Jeff Nobles, recorded in Volume 60, page 30, Deed Records, Shelby County, Texas.

Second tract: 70.00 acres of land, more or less, described in Deed dated December 28, 1896 from C. P. Huntington to Jeff Nobles recorded in Volume 24, Page 155, Deed Records, Shelby County, Texas; SAVE AND EXCEPT that certain 3.45 acres of land, more particularly described in Deed dated October 13, 1930, from Laura Cook, et al to Chas. A. Nobles recorded in Volume 147, Page 569, Deed Records, Shelby County Texas; and SAVE AND EXCEPT 4.96 acres described in Deed dated February 24, 1902 from Jeff Nobles to C. B. & G. N. RR Co. recorded in Volume 50, Page 369, Deed Records, Shelby County, Texas.

Third tract: 3.45 acres of land, more or less, being more particularly described in Deed dated October 13, 1930, from Laura Cook, et al to Chas. A. Nobles, recorded in Volume 147, Page 569, Deed Records, Shelby County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent and contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of 3 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled thereunder.

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

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

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas; or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units in to which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portion thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 3 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit for each separate tract within the unit the acreage covered by this lease within the unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 100 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor 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 as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties according hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. Notwithstanding anything to the contrary herein contained wherever the royalty of one-eighth (1/8th) is indicated in Paragraph 3 of this instrument it is understood and agreed that the royalty be one-sixth (1/6th).

12. The above named Lessors hereby agree and direct among themselves and with the said Lessee that all bonus payments and delay rentals due or to become due under the terms of this lease are to be paid to GWENDOLYN DONALDSON, one of the above named Lessors, at the depository hereinabove set out.

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

SIGN HERE GWENDOLYN DONALDSON
Gwendolyn Donaldson

7399
Social Sec. No.

SIGN HERE PATRICIA MAXWELL
Patricia Maxwell

5173
Social Sec. No.

SIGN HERE MARILYN ROUNDTREE
Marilyn Roundtree

7228
Social Sec. No.

SIGN HERE

360

SIGN HERE Hezekia Donaldson ██████████ 2309
Hezekia Donaldson Social Sec. No.

SIGN HERE Deborah Akpata ██████████ 6238
Deborah Akpata Social Sec. No.

SIGN HERE John Donaldson ██████████ 0584
John Donaldson Social Sec. No.

SIGN HERE Damitra Donaldson ██████████ 9256
Damitra Donaldson Social Sec. no.

SIGN HERE Stephen V Donaldson ██████████ 8446
Stephen Donaldson Social Sec. No.

STATE OF Texas
COUNTY OF Dallas

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 1988.

My Commission Expires

3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas
COUNTY OF Dallas

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Marilyn Roundtree and

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 1988.

My Commission Expires

3/12/87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas
COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Jay Hue Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1988.

My Commission Expires _____

Notary Public in and for _____ County, State of _____

STATE OF Texas
COUNTY OF Dallas

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Ramona Jackson

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

361

STATE OF Texas COUNTY OF _____
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Isaiah Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he
 executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1986.

My Commission Expires _____

Notary Public in and for _____ County, State of _____

STATE OF Texas COUNTY OF Dallas
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Mary Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she
 executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of January, 1986.

My Commission Expires 3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas COUNTY OF Dallas
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Hezekiah Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he
 executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of January, 1986.

My Commission Expires 3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas COUNTY OF Dallas
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Deborah Akpata

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she
 executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 1986.

My Commission Expires 3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas COUNTY OF Dallas
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared John Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he
 executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 1986.

My Commission Expires 3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas COUNTY OF Dallas
 INDIVIDUAL ACKNOWLEDGMENT--TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared Damitra Donaldson

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that she
 executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of January, 1986.

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STATE OF Texas
COUNTY OF Dallas

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Stephen Donaldson

Before me, the undersigned authority, on this day personally appeared _____

he

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that _____
executed the same as his free act and deed for the purposes and considerations therein expressed.

Given under my hand and seal of office this 10 day of January, 1986.

My Commission Expires

3-12-87

Notary Public in and for Dallas County, State of Texas

STATE OF Texas
COUNTY OF Dallas

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Gwendolyn Donaldson

Before me, the undersigned authority, on this day personally appeared _____

she

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that _____
executed the same as her free act and deed for the purposes and considerations therein expressed.

Given under my hand and seal of office this 10 day of January, 1986.

My Commission Expires

3-12-87

Notary Public in and for Dallas County, State of Texas

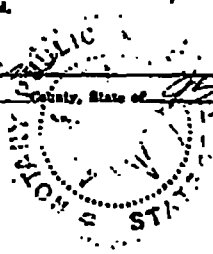
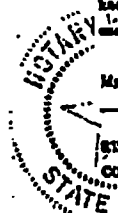


EXHIBIT I

Mary Jo Nobles Harris
804 Lucas Street,
Nacogdoches, Tx 75961

February 28, 1996

Dear Mrs. Harris:

You have an oil and gas lease that I sent to you sometime ago covering your interest in the J. E. Nobles #2 Unit, Shelby County, Texas. You never executed same and returned it to me.

The Railroad Commission of Texas has granted me permission to operate the lease. I am enclosing a lease, together with a draft. Please sign same before a notary public and return to me as soon as possible. Your royalty from this unit will be held in suspense and not paid to you if you do not sign and return the lease.

Thank you very much..

The draft is for a total of \$50.00 per acre bonus based on the amount of interest you own.

Yours truly,

Bill Hill

BILL HILL,
P. O. Box 3112,
Longview, Texas, 75605

Obituary

For I am now ready to be offered, and the time of my departure is at hand. I have fought a good fight. I have finished my course. I have kept the faith. Henceforth there is laid up for me a crown of righteousness, which the Lord, the righteous judge, shall give me at that day; and not to me only, but unto all them also that love his appearing.

2 Timothy 4:6-8

Mary Jo Nobles Harris passed away quietly and peacefully on Tuesday, August 22, 2000, at Nacogdoches Memorial Hospital.

She was the daughter of the late Willie Nobles, Sr., and Jessie L. (Brown) Nobles. Mary was born March 15, 1935 in Nacogdoches County, TX. She attended E. J. Campbell School and was a member of Antioch Baptist Church.

Mary was united in Holy Matrimony to Curtis L. Harris.

A strong and independent woman, yet she was a warm, caring and loving mother. She was family oriented, willing to share and help others in need.

In addition to her parents, she was preceded in death by two brothers, Willie Nobles Jr., and James P. Nobles, and one sister, Ella Rean Greer.

Mary leaves to mourn her departure: six children, Mrs. Jessie Mae Mobdy and husband Vernell of Center, TX, Curtis Joe Harris of Dallas, TX, Bobby Joe Harris and wife Katrina of Cushing, TX, James Lee Harris and wife Michelle of Laneville, TX, Tommy Earl Harris and wife Lydia and Betty Marie Harris all of Nacogdoches; fourteen grandchildren; four great-grandchildren; five sisters, Annie L. Johnson, Juanita Nobles of Nacogdoches, TX, Shirley Nobles, Cushing, TX, Margie Pleasant and husband Clester, and Georgia Simon, all of Dallas, TX; three brothers, Elzie Nobles, Cushing, TX, Lannie Nobles, Nacogdoches, TX, and Aaron Nobles, Los Angeles, CA; a host of nieces, nephews, other relatives and friends.



"To Our Mother"

Mae, you are the most wonderful and loving mother. You taught us right from wrong. You taught us to be kind to everyone. We bet you never met a stranger. You gave birth to six children but you were a mother to many others. We will miss you everyday for the rest of our lives. We know that you are where you ought to be: in the arms of Jesus.

Goodbye Mae. Rest in peace now.

We are going to unite as a family and seek the LORD so that when our sunset comes we will come through the Golden Gates in Heaven and you will be standing there waiting for us.

*Love you Mom,
Your children*



Processional.....

Hymn.....

Scriptures.....

C.....

N.....

Prayer.....

Resolutions.....

(Please.....)

Tribute.....

Selection.....

Obituary.....

Eulogy.....

Parting View.....

Recessional.....

if

BILL HILL
P. O. Box 3112
Longview, Tx. 75605



Mary Jo Nobles Harris
804 Lucas Street
Nacogdoches, Tx. 75961

Producers 88 Rev. 10-74 (5 yrs. pool up Lease)
With 40/640 Acres Pooling Provision

YEAR PAID UP LEASED

FOUND PRINTING & STATIONERY COMPANY
2325 Pennin, Houston, Texas 77002 (713) 659-1159

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28th day of February, 1986, between
MARY JO NOBLES HARRIS, 804 Lucas Street, Nacogdoches, Tx. 75961

Lessor (whether one or more), whose address is:
and BILL HILL, P. O. Box 3112, Longview, Texas, 75605

1. Lessor in consideration of TEN & NO/100 * * * * * Dollars
(\$10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto
Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic
and geophysical surveys by seismograph, core test, gravity and magnetic methods, laying pipe lines, building roads, tanks, power stations, telephone lines and other
structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport, and
own said products, and housing its employees, the following described land in SHELBY County, Texas, to-wit:

FIRST TRACT: 13.7 acres Z. C. Walker HR Survey, Shelby County, Texas,
being same land described in deed from O. H. Polley to Jeff Nobles,
dated April 4, 1904, recorded in volume 60, page 30, Deed Records, Shelby
County, Texas.
SECOND TRACT: 61.59 acres Z. C. Walker HR Survey, Shelby Co., Texas, part
of Subdivision #3 as shown by map of said subdivision of record in deed
records, Shelby Co., Texas, and described as 70 acres, less 4.96 acres
and less 3.45 acres, leaving 61.59 acres

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said
survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, develop-
ment or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding any
thing else herein contained to the contrary, this lease shall be for a term of 5 years from this date (called "primary term") and as long thereafter as oil, gas or
other mineral is produced from said land or land with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein.

3. The royalties to be paid by Lessee are: (a) on oil, 1/8 of that produced and saved from said land, the same to be delivered at the well or to the
credit of Lessor into the pipe line to which the well may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market
price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said
land, and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of 1/8 of the gas so sold or
used, provided that on gas sold at the well the royalty shall be 1/8 of the amount realized from such sale; while there is a gas well on this lease or on acreage
pooled therewith but gas is not being sold or used, Lessee may pay as royalty to the credit of the owner or owners of royalty hereunder to

bank of Texas, (which bank and its successors are the royalty owner or owners' agent, and shall continue
as depository for all such sums which Lessee may pay hereunder, regardless of changes in ownership of royalties) on or before ninety (90) days after the date on
which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease
ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals, the sum of and if such
payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities; and (c) on oil
or other minerals mined and marketed, shall be either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the
royalty shall be \$3.50 per long ton. Lessee shall have free use of oil, gas, coal and water from said land, except water from Lessor's wells, for all operations
hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then
engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall
remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive
days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled
therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the
production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the
cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days,
and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled
therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate
records of the county in which the leased premises are located at any time after the completion of a dry hole in the development of production or oil unit. In the event
a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled
therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time
separate and deliver to Lessor 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 as to the acreage surrendered.

5. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee
on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well
shall be drilled within two hundred feet of any wellbore or bays now on said land without Lessor's consent.

6. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but
no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no
change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's
principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part
liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If such or more
parties become entitled to royalty hereunder, Lessee may withhold payment thereof until and until furnished with a recordable instrument executed by all such parties
designating an agent to receive payment for all.

7. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the
estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the
primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop
the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per
forty (40) acres of the area retained hereunder and capable of producing oil or gas in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed
10% of 640 acres of the area retained hereunder and capable of producing oil or gas in paying quantities. If after the expiration of the primary term, Lessor
considers that operations are not at any time being conducted in compliance with this lease, Lessee shall notify Lessee in writing of the facts relied upon as constituting
a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed
by virtue of this instrument.

8. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon
said land in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing here-
under toward satisfying same. Without impairment of Lessor's right under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the

oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, than the royalty to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the party or parties executing the lease.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil or gas therefrom or from land pooled therewith by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of laws, orders, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

WITNESSES:

Mary Jo Nobles Harris
SS#

Lessor

Lessee

STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared

Mary Jo Nobles Harris

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of , 19.

My Commission Expires

Notary Public in and for the State of Texas

Notary's Printed Name

STATE OF

COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of , 19.

My Commission Expires

Notary Public in and for the State of Texas

Notary's Printed Name

THE STATE

COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name is

of

and

acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said

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

My Commission Expires

Notary Public in and for the State of Texas

Notary's Printed Name

Pediment 88 Rev. 10-74 (5 Yrs. paid up Lease)
With 4000 Acres Pooling Provision

No.

Oil, Gas
and Mineral Lease

FROM

TO

Dated 19

No. Acres County

Term

This instrument was filed for record on the

day of 19

at o'clock M., and duly recorded in

Book Page

of the records of this office.

County Clerk

By Deputy

When recorded return to

POONO PRINTING & STATIONERY COMPANY
2315 Franklin, Houston, Texas 77002 (713) 94-1159

Producers 38 Rev. 10/74
With 40/640 Acres Pooling Provision

Found Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT MADE this 1st day of APRIL 1996 between

~~JAMES LEE HARRIS~~

EX-100 BOX 164

LANEVILLE, TX, 75667

Lesson (whether one or more), whose address is:

and BILL HILL, P. O. Box 3112, Longview, TX, 75605

1. Lessor in consideration of TEN & NO/100 * * * * * Dollars.

(P.L.O. DO _____), in-hand paid, of the royalties herein provided, and of the agreements of Leasee herein contained, hereby grant Leasee and its successors-in-interest for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, graining and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessee adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and employing its employees, the following described land in Shelby County, Texas, to-wit:

FIRST TRACT: 1317 acres Z. C. Walker H. R. Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded in volume 60, page 30, Deed Records, Shelby Co., Texas.

SECOND TRACT: 61.59 acres, Z. C. Walker H. R. Survey, Shelby County, Texas a part of Subdivision #3 as shown by map of said subdivision of record in deed records, Shelby Co., Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in this survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above, for the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 75.29

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalty to be paid by Lessee art (a) on oil, 1/6th of the royalty that produced and saved from said land, the same to be delivered at the wells; or to the owner of the Leasehold to which the oil is produced; Lessee can from time to time purchase any portion of its production, paying the market price therefor; or for the field where produced on the date of purchase; (b) on gas including compressed gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well or 1/6th of the gas so sold or used, provided that on gas sold at the wells the royalty shall be of the amount realized from such sale; while there is a gas well on this lease or on an acreage pooled therewith, but gas is not being sold or used off the premises, the royalty shall be the market value of the gas sold or used, or the market value of the gas so sold or used, or 1/10th of the land covered hereby, or any portion thereof is included in a pooled unit or which a well is located, or (2) this shall be subject to the payment of the royalty whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the royalty then payable, and the primary term of the lease shall be the term of the lease subject to this lease at the time such payment is made. And if such payment is made or tendered, the lease shall not terminate. (c) on oil and gas produced from this lease in paying quantities; and (d) on all other minerals mined and marketed, one-tenth either in kind or value as the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be 32.50 per long ton. Lessee shall have free use of oil, gas, water, and other minerals, and except water from Lessee's wells. For all operations hereunder, and the royalty on coal shall be equal to gas, after deducting any tax used.

[illegible]

4. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate, as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in

Bank at _____ Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of _____

[illegible]

FILE DATE: 08/31/2001 FILE TIME: 08:35
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK

BOOK: 920 PAGE: 335
INST#:- 2001 4701

六

7. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary show depth, and no well shall be drilled within two hundred (200) feet of any reentered or bare now on said land without Lessor's consent.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessee considers that operations on the lands hereunder are in compliance with this lease, Lessee shall notify Lessee in writing of the well called upon as constituting the basis for such consideration. If the well is not in compliance with the lease, Lessee shall be deemed to have accepted the well as such in breach hereof, and Lessee, if in default, shall be deemed to have accepted the well as such in breach hereof. The obligation imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the reservoir retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil and one well per 660 acres plus one acreage tolerance not to exceed 10% of 40 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

11. Should Lessee be prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations, hydraulic fracturing, or from producing or disposing of any reservoir fluids or gases, or from exercising any other right or remedy, or from operation of force majeure, any Federal or state law or any other rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and such lease shall be extended white and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations or ceasing production, as the case may be, as stated herein, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

JAMES LEE HARRIS
SOCIAL SECURITY# [REDACTED]-5342 **Lenox**

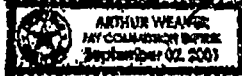
STATE OF California
COUNTY OF San Diego

Before me, the undersigned authority, on this day personally appeared Xavier Nolasco Hatten

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as _____ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of Aug, 1921

My Commission Expires



James Lee Harris
Notary Public in and for the State of Texas

Notary's Printed Name: William W. Johnson

STATE OF Ill.
COUNTY OF Franklin

Before me, the undersigned authority, on this day personally appeared

COUNTY OF San Diego known to me to be the person whose name is subscribed
to the foregoing instrument, as _____ of _____

and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said _____

Given under my hand and seal of office this _____ day of _____, 19__.

My Combustion Expires

Notary Public in and for the State of Texas

Notary's Printed Name:

Producers 88 Rev. 10/74
With 49760 Acres Pooling Provision

No. _____

Oil, Gas and Mineral Leases

TRAK

TO _____

Dated _____ 19____

To, Acres _____

Cenally, _____

Term _____

This instrument was filed for record as the _____ day of _____ 19____.

By _____, Secretary of this office.

County Clerk _____

When recorded return to _____ Department.

BILL HILL
P.O. Box 3112

Produced Pursuant to Texas Rules of Discovery

FILE DATE: 08/31/2001 FILE TIME: 08:35
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK

BOOK: 920 PAGE: 337
INST#: 2001 4701

DIVISION ORDER

TO: BILL HILL OIL AND GAS
P. O. BOX 3112
LONGVIEW, TEXAS 75606

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil and related liquid hydrocarbons produced from the property described below:

1st Tract: 13.7 acres, Z. C. Walker H. R. Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded in Volume 60, Page 30, Deed Records, Shelby County, Texas.

2nd Tract: 61.59 acres, Z. C. Walker H. R. Survey, Shelby County, Texas, a part of Subdivision #3 as shown by map of said subdivision of record in Deed Records Shelby County, Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres.

OWNER NO.	ADDRESS	INTEREST
JAMES LEE HARRIS,	P.O. BOX 164, LANEVILLE, TX 75667	.000401

FAILURE TO FURNISH YOUR SOCIAL SECURITY/TAX I.D. NUMBER WILL RESULT IN 20 PERCENT WITHHOLDING TAX IN ACCORDANCE WITH FEDERAL LAW, AND ANY TAX WITHHELD WILL NOT BE REFUNDABLE BY PAYOR.

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on the interest above, for oil and/or gas produced from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$25.00 may be accrued before disbursement until the total amount equals \$25.00 or more, or until December 31st of each year, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such interest, including but not limited to attorney fees or judgments in connection with any suit that affects owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

NOTICES: The owner agrees to notify payor in writing of any change in the interest noted hereinabove including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

WITNESSES:

OWNER:

X *Barbara L. Robert* *X* *James Lee Harris*
JAMES LEE HARRIS
X *Gemma Roberts*

SS/TAX ID# [REDACTED] -5342

FILE DATE: 08/31/2001 FILE TIME: 08:35
SHELBY COUNTY, ALLISON HARRISON - COUNTY CLERK

BOOK: 920 PAGE: 338
INST#: 2001 4701

JAMES LEE HARRIS, P.O. BOX 184, JENSEN, TX 75823 .000401

Return to:
BILL HILL
P. O. Box 3112
Longview, Texas 75806

JAMES LEE HARRIS
482-43-2343

STATE OF TEXAS
COUNTY OF SHELBY
I hereby certify that this instrument was FILED
on the date and at the time stamped herein by
me and was duly RECORDED in the Volume and
Page of the Official Public Records of
Shelby County, Texas.



Allison Harrison
County Clerk, Shelby County Texas

Producers-88 Rev. 10/74
With 40/640 Acres Pooling Provision

Pound Printing & Stationery Co., Houston, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 1st day of APRIL, 1995, between
JESSIE MAE NOBLES MOODY
604 CRAWFORD ST.
CENTER, TX 75935

Lessor (whether one or more), whose address is:
BILL HILL, P. O. Box 3112, Longview, TX 75605

1. Lessor in consideration of TEN & NO/100 Dollars, Lessor, WITNESSETH:
(10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessor herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, infilling gas, water and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Shelby County, Texas, to-wit:

FIRST TRACT: 13.7 acres Z. C. Walker H. R. Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded in volume 60, page 30, Deed Records, Shelby Co., Texas.

SECOND TRACT: 61.59 acres, Z. C. Walker H. R. Survey, Shelby County, Texas a part of Subdivision #3 as shown by map of said subdivision of record in deed records, Shelby Co., Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 75.29 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, 1/6th of the net proceeds from the sale of oil produced and saved from said land, the same to be delivered at the well or to the credit of Lessor into the pipeline to which the wells may be connected; from three (3) months after the date of production of oil in its possession, paying the market price then prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value of the well oil 1/6th of the net proceeds from the sale of gas sold at the well; the royalty shall be of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay or tender to Lessor, at its option, the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit in which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-eighth (1/8) of the net proceeds from the sale of such minerals, except that on sulphur mined and marketed the royalty shall be \$2.50 per long ton, Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any such use.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease and/or with any other lease or leases in the immediate or vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop, and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled (or oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 40 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially to the units so prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to all in any one or more strata and as to gas in any one or more strata. The unit formed by pooling as to any stratum or strata need not conform to the acreage or area of the stratum or strata, nor will the unit be limited by the acreage or area of the stratum or strata. The unit need not conform to the acreage or area of the stratum or strata. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations (or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced on such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations on or production of oil or gas covered by this lease whether or not the oil or gas from the well or wells so located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated as one unit or units, and the payment of royalties or other proceeds from the unit or units, if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit or pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in

Bank at _____, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of _____ Dollars (\$ _____), (herein called rentals), which shall cover the

privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months to the date of the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor or agent) should fail, it shall be succeeded by another bank, or for any reason fail or refuse to accept or make payment, Lessee shall not be held in default for failure to make such payment or tender, and Lessee shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 60 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down payment or deposit shall be considered as a loan to Lessee and shall not be adjusted as a retro rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith, shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

FILE DATE: 06/25/2001 FILE TIME: 09:30
SHELBY COUNTY, ALLISON HARRISON - COUNTY CLERK

BOOK: 915 PAGE: 333
INST: 2001 3345

FILE DATE: 06/25/2001 FILE TIME: 09:30 BOOK: 915 PAGE: 334
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK INST#: 2001 3345

6. If before discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production therefrom should cease for any reason, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it is within the primary term, some months or resumes the operations or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next meeting after the expiration of sixty days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force on basis of operations on said well or for drilling or reworking or any additional well are commenced with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, no lease thereunder as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled well dedicated to Lessee in compliance with the lease hereon may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are located at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas is paying quantities should be brought in on adjacent land and within three hundred thirty (300) feet of the well or wells producing oil or gas pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessee, Lessee will bore one or more test holes below ordinary view depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessee's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns but no change or division in ownership of the land, real estate or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof to whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. The event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals 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 evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depositories named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rental hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rental payable hereunder shall be apportionable as between the several leasehold owners hereunder, if six or more parties become entitled to rentals hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor shall a termination or revocation of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessee considers that operations are not at any time being conducted in compliance with this lease, Lessee shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage related hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 80 acres plus an average tolerance not to exceed 10% of 400 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessee hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may elsewhere any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, or other mineral in all or any part of said land than the entire and undivided fee simple estate (including Lessee's interest in hereto specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the foregoing therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interests retained by this lease (whether or not owned by Lessee) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessee fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental, paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended with and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything to this lease to the contrary notwithstanding.

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

Jessie Mae Nobles Moody
JESSIE MAE NOBLES MOODY

SOCIAL SECURITY# [REDACTED] -8760

STATE OF Texas
COUNTY OF Shelby

Before me, the undersigned authority, on this day personally appeared *Jessie Mae Moody*

known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that executed the same as [REDACTED] free act and deed for the purposes and consideration therein expressed.

My Commission Expires



LYNDA RISINGER
Notary Public
STATE OF TEXAS
My Comm. Exp. 8-16-2002

Lynda Risinger
Lynda Risinger
Notary Public in and for the State of Texas

STATE OF
COUNTY OF

known to me to be the person whose name is subscribed to the foregoing instrument, as [REDACTED] of [REDACTED] and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said [REDACTED]

Given under my hand and seal of office this [REDACTED] day of [REDACTED], 2001.

My Commission Expires

Notary Public in and for the State of Texas

Notary's Printed Name:

Produced as per 10/74
With 40/80 Acres Pooled Provision

Oil, Gas and Mineral Lease

TO:

FROM:

NO

DATE:

BY:

THIS INSTRUMENT WAS FILED FOR RECORD ON THE [REDACTED] DAY OF [REDACTED] 2001 AT [REDACTED] O'clock, P.M., and duly recorded in [REDACTED] of the [REDACTED] records of this office.

Book: [REDACTED] Page: [REDACTED]

When required return to [REDACTED] County Clerk

BY: [REDACTED]

ALL MAIL
P.O. Box 312
LAWYER, TEXAS 75602

FILE DATE: 06/25/2001 FILE TIME: 09:30
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK

BOOK: 915 PAGE: 335
INST#: 2001 3345

STATE OF TEXAS
COUNTY OF SHELBY
I hereby certify that the instrument was FILED
on the date and at the place stamped hereon by
me and was duly RECORDED in the Volume and
Page of the Official Public Records of
Shelby County, Texas.



Allison Harbison
County Clerk, Shelby County Texas

Reed Printing & Stationery Co., Houston, Texas

THIS AGREEMENT made this 1st day of APRIL 1996 between
CURTIS HARRIS
2633 OVERTON Rd., DALLAS, TX. 75216

LEASOR (whether one or more) whose address is: BILL HILL, P. O. Box 3112, Longview, TX, 75605
 And... TEN & NO/100 ***** LESSOR, WINN-DIXIE

1. Lease in consideration of TEN & NO/100 ***** Dollars
 \$10.00. In-hand paid, of the royalties herein provided, and of the agreements of Lease herein contained, hereby grants, lets and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, installing gas, water and other fluids, and all into subsurface strata, laying pipe lines, building roads, canals, power stations, telephone lines and other structures between and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and employing its employees, the following described land in Shelby County, Texas, to-wit:

FIRST TRACT: 13.7 acres Z. C. Walker H. R. Survey, Shelby County, Texas, being same land described in deed from O. H. Polley to Jeff Nobles, dated April 4, 1904, recorded in volume 60, page 30, Deed Records, Shelby Co., Texas.

SECOND TRACT: 61.59 acres, Z. C. Walker H. R. Survey, Shelby County, Texas a part of Subdivision #3 as shown by map of said subdivision of record in deed records, Shelby Co., Texas, and described as 70 acres, less 4.96 acres and less 3.45 acres, leaving 61.59 acres.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above, for the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 75.29 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

2. The royalty to be paid by Lessee are: (a) on oil, 1/6th of the royalty that produced and saved from said lease, the above to be delivered at the well or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time flow any royalty oil or gas in possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value of the well or 1/6th of the gas so sold or used, provided that on gas sold at the well the royalty shall be of the amount realized from such sale; while there is in gas well on this lease or an acreage pooled therewith but gas oil not being sold or produced from this lease, the royalty shall be the market value of the gas so sold or used; (c) on oil and gas produced from this lease, if any portion thereof is included in a pooled unit on which a well is located, or (3) this lease is located, or (3) this lease is located, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time of the first payment, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time of the first payment; and (d) on all other minerals mined and marketed, pro rata with either in kind or in value, as determined by Lessee's election, except that on sulphur mined and marketed the royalty shall be \$2.50 per long ton. Lessee shall have free use of oil, gas, water, and other minerals produced from said land, and except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed on the basis of the net proceeds realized from the sale of such minerals.

[illegible]

8. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in full cash or by check payable to the order of Lessor Bank at the place where the same may be presented for payment, the sum of _____ Dollars (\$_____) per acre, plus ad valorem taxes, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of _____ Dollars (\$_____).

[illegible]

FILE DATE: 07/02/2001 FILE TIME: 03:08
SHELBY COUNTY, ALLISON HARBISON - COUNTY CLERK

BOOK: 915 PAGE: 894
INST#: 2001 3504

STATE OF TEXAS
COUNTY OF SHELBY
I hereby certify that this instrument was FILED
on the date and at the time specified herein by
me and was duly RECORDED in the Volume and
Page of the Official Public Records of
Shelby County, Texas.



Allison Harbison
County Clerk, Shelby County Texas

Dollars (\$ _____), (herein called "rent"), which shall cover the full release of defendant's consumption of drilling operations for a period of twelve (12) months, or until like payments and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 8 on any gas well from which gas is not being sold or used may be made by check or draft payable to the order of the parties entitled thereto at any time before the expiration of the primary term, and such checks or drafts should be cashed by the bank(s) for any amount less than the sum of the rentals accepted by the bank(s). If no such payment or tender of rental is received by the bank(s) prior to the expiration of the primary term, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date of the expiration of the primary term, fail to make such payment or tender of rental to the bank(s) named above, then Lessee shall be deemed to have agreed to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive the rent, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such payment or deposit had been made in full and on time. In the event that any such payment or deposit is not received by the bank(s) named above, corrected within 90 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment; the down cash payment is consideration for this lease according to the terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times extend and deliver to Lessor or to the depositories above named or place of recording a new lease covering all or any part of the land hereunder, and this lease shall nevertheless remain in full force and effect, and shall be relieved of all obligations as to the released land or interest, if this lease is released as to all minerals and horizons within a portion of the land covered by this lease, the rentals and other payments stipulated in accordance therewith shall thereupon be reduced in the proportion that the surface area within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

FILE DATE: 06/25/2001 FILE TIME: 09:31
SHELBY COUNTY, ALLISON HARRISON - COUNTY CLERKBOOK: 915 PAGE: 337
INST#: 2001 3346

4. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or hole thereon, or if after discovery and production of oil, gas or other mineral, the production thereon should cease, then any clause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it is within the primary term, commences or resumes the payment of rentals or commences operations for drilling or reworking on or before the rental paying date next following after the expiration of sixty days from date of completion of production, or at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force as long as operations on said well or for drilling or reworking such additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled well designated by Lessee in accordance with the terms hereof may be designated by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit, in the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and including the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or within six months after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessee, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any wellbore or bore now on said land without Lessee's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to unilaterally terminate or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals in 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 evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender such rentals jointly to such persons or to their joint estate in the deceased's name herein, or at Lessee's option, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to a separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall constitute this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any leasehold owners hereunder. If six or more parties become entitled to receive hereunder, Lessee may withhold payment thereof unless and until furnished with a receivable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or revocation of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessee suspends these operations on or before the expiration of the primary term, Lessee shall comply with this lease, Lessee shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage related hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area related hereunder and capable of producing oil in paying quantities and one well per 80 acres plus in acreage not to exceed 10% of 400 acres of the area related hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessee hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties according hereunder toward satisfaction same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other mineral in all or any part of said land than the entire and undivided fee simple estate (whether Lessee's interest is here specified or not) or no interest therein, the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessee) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessee fail to execute this lease, the obligation to defend the title to said land shall be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of security of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any other rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenants shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

Betty Harris

Lessee

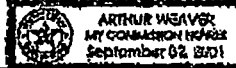
BETTY HARRIS

Lessor

SOCIAL SECURITY# 5-5125

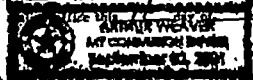
STATE OF Texas
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared



known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as

Given under my hand and seal of office this 12 day of May, 2001



Arthur Weaver
Notary Public in and for the State of Texas

STATE OF Texas
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Betty Harris 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, and at the act and deed of said

Given under my hand and seal of office this 12 day of May, 2001

Notary Public in and for the State of Texas

Notary's Printed Name:

Produced as per 10/04	Oil, Gas and Mineral Lease
With 40/60 Acre Pooling Provision	
By <u>Betty Harris</u>	
Witness <u>Arthur Weaver</u>	
Notary Public	
My Commission Expires <u>September 02, 2001</u>	
Notary's Printed Name: <u>Arthur Weaver</u>	
State: <u>Texas</u>	
County: <u>Harris</u>	
City: <u>Harris</u>	
Address: <u>11111</u>	
Phone: <u>713-550-0000</u>	
Telex: <u>75600</u>	
Facsimile: <u>713-550-0000</u>	
Other: <u>None</u>	
Signature: <u>Betty Harris</u>	
Witness: <u>Arthur Weaver</u>	
Notary Public	
My Commission Expires <u>September 02, 2001</u>	
Notary's Printed Name: <u>Arthur Weaver</u>	

Acknowledgement

The family acknowledges the prayers, words of comfort, telephone calls, visitations, and concern shown by all who have given their loving support and encouragement throughout this difficult time in our lives. May God richly bless all of you and forever keep you in His Loving Care.

- The Family -

Active Pallbearers

Fred Getz Lonnie Peterson
Tommy Scott Lester Johnson
Chester Hawkins

Interment

Lincoln Memorial Cemetery
Dallas, Texas

*Will driving in the procession please turn
on headlights for safety!*

Services Entrusted To

Evergreen Memorial Funeral Home

6449 Houston School Rd.
Dallas, Texas 75241

(PRINTED BY: FREEMAN PRINTING)

(214) 941-4916

In L

Mr. W



Monday

Evergreen

6449 F
D

Rev. E

CONVEYANCE

1. That WILLIE NOBLES JR.

[illegible]

State of Texas, to-wit:

SET EXHIBIT "A" ON BACK OF CONVOYANCE FOR PROPERTY DISPOSITION

[illegible][illegible]

4. PARTIES' AGREEMENT TO MEDIATION AND/OR ARBITRATION: IN THE EVENT OF ANY DISPUTE (AS DEFINED HEREIN) ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE HAVING RECOURSE TO ARBITRATION.

[illegible][illegible][illegible][illegible]

7. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument to ensure: paying under delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each person and to each person's heirs, successors, assigns, and legal representatives that, prior to making this assignment, Grantee was the lawful owner of the subject royalties and that Grantee has not transferred or conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns and legal representatives harmless from and against any liability claim in the subject royalties by, through, or under Grantee.

4. Grantor has heretofore lawfully supplied and furnished Grantee as Grantee's Agent and Attorney-in-Fact for the limited purpose only of executing all and sundry and lawful acts, transfers, leases, conveyances, mortgages, assignments of Grantee's capacity, including (unpermitted) trust, and all other documents, as may be necessary for this purpose, so that Grantee may act in Grantee's place herein for this limited purpose only. Grantee also gives, through this instrument, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of the property as reflected by the County Records in which the property is located. This is a Transferee Power of Attorney and is not affected by the subsequent validity or invalidity of the principal.

[illegible]

WITNESS the following instrument, this 14th

5/1 DAYOZ KENNEDY

12

SHELBY COUNTY, CENTER, TX
ALLISON HARBISON, COUNTY CLERK

02/14/2005 #2005-945
02:08:55PM B-1012 P-384

NOTARY ACKNOWLEDGMENT

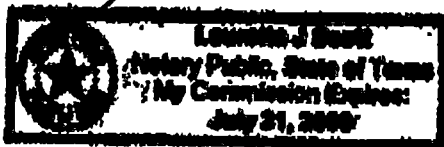
STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on the 14th day of January

2005, by WILLIE NOBLES JR.

(NOTARY: Please insert name of person signing instrument above)



Lauretta J. Scott
Notary Public
Notary's Name (Printed): LAURETTA J. SCOTT
Notary's Commission Expires:

PROPERTY DESCRIPTION
EXHIBIT "A"

BY EXECUTING AND DELIVERING THIS INSTRUMENT YOU ARE SELLING ALL OF YOUR MINERAL AND ROYALTY INTEREST IN THE FOLLOWING DESCRIBED PROPERTIES:

All of those certain tracts or parcels of land located in the AB 757 Z C WALKER Survey, Etal Surveys, Shelby County, Texas, known as the HILL BILL - NOBLES J-B UNIT.

GRANTOR AGREES TO EXECUTE ANY SUPPLEMENTAL INSTRUMENT REQUESTED BY GRANTEE FOR A MORE COMPLETE OR ACCURATE DESCRIPTION OF SAID LAND. REFERENCE IS MADE TO THIS UNIT(S) FOR DESCRIPTIVE PURPOSES ONLY AND SHALL NOT LIMIT THIS CONVEYANCE TO ANY PARTICULAR DEPTHS OR WELLBORES.

SHELBY COUNTY, CENTER, TX
ALLISON HARBISON, COUNTY CLERK

02/14/2005 #2005-945
02:08:55PM B-1012 P-383

CONVEYANCE

1. That WILLIE NOBLES JR

hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, cash in hand paid by WESTCO FAMILY LIMITED PARTNERSHIP; P.O. Box 1888, Gilmer, Texas 75644, hereinafter called Grantee, (both Grantor and Grantee sometimes collectively referred to herein as Parties) the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of Grantor's right, title and interest in and to all oil, gas, and other minerals, (other minerals include coal, lignite, uranium, sulfur, iron ore, and every other mineral now or hereafter recognized as such under the laws of Texas) together with any and all royalties, overriding royalties, production payments or working interests owned by Grantor in, on and under, and that may be produced from the following lands situated in the County of Shelby, State of Texas, to-wit:

SEE EXHIBIT "A" ON BACK OF CONVEYANCE FOR PROPERTY DESCRIPTION

2. For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its successors and assigns, by this instrument (i) the rights of ingress, egress, and possession at all times to mine, drill, and explore the Lands for oil, gas, and other minerals, and to produce, store, transport, market, and remove them from the Lands, and to exercise all other rights and interests belonging to the owner of mineral

county, insofar as it covers the above described lands (with the exception of the lands, and other rights and interests under each and every lease, insofar as it covers the above described lands; (ii) all royalties, overriding royalties, revenues, payments, production payments, bonuses, delay rentals, accounts, suspended funds, refunds, interest on overdue payments, and other things of value payable by any leasee, operator, purchaser of production, seller of production, or other person or entity, with respect to any oil, gas, and/or other minerals produced from, or attributable to, the above described lands.

3. Grantor acknowledges and agrees that Grantee has made no representation or warranty of any kind to Grantor to induce or encourage Grantor to execute this instrument and to receive consideration therefor. Grantor recognizes and acknowledges that the interest herein conveyed may be worth more than the consideration received by Grantor therefor, particularly in the event that drilling or production activity on the interest conveyed herein or in the vicinity thereof proves to be successful. Grantor recognizes and agrees that Grantor has been given the opportunity to ask any questions Grantor may desire of Grantee and that the responses thereto given by Grantee were satisfactory to Grantor. If any provision(s) of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid.

4. **PARTIES' AGREEMENT TO MEDIATION AND/OR ARBITRATION: IN THE EVENT OF ANY DISPUTE (AS DEFINED HEREIN BELOW) ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, THE PARTIES FIRST AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE COMMERCIAL MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BEFORE HAVING RECOURSE TO ARBITRATION.**

If the mediation procedure provided for herein does not resolve any such dispute, the parties agree that all disputes between the parties shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-14. Judgement upon the award rendered by the arbitrator may be entered in any Court having jurisdiction. The term "disputes" shall include, but is not limited to, all claims, demands and causes of action of any nature, whether in contract or in tort, at law or in equity, or arising under or by virtue of any statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, for resulting past, present and future personal injuries, contract damages, intentional and/or malicious conduct, actual and/or constructive fraud, statutory and/or common law fraud, class action suit, misrepresentations of any kind and/or character, libel, slander, negligence, gross negligence, and/or deceptive trade practices/consumer protection act damages, and for all other losses, damages and/or remedies of any kind and/or character, including without limitation, all actual damages, exemplary and punitive damages, all attorneys' fees, all penalties of any kind, prejudgment interest and costs of court by virtue of the matters alleged and/or matters arising between the parties. The award of the arbitrator issued pursuant hereto shall be final, binding and non-appealable.

EXEMPLARY AND PUNITIVE DAMAGES. Parties hereby waive any rights to punitive or exemplary damages and the Arbitrator(s) will not have the authority to award exemplary or punitive damages to either party.

5. Grantee may, at its option and in addition to any other rights or remedies available to Grantee, pay all or part of any tax, note, or other obligation secured by a lien on the Lands, or any part of them or interest in them. If Grantee ever makes any such payment, or if any production, royalties, delay rentals, or other economic benefits of the estate conveyed by this instrument are ever applied by any lessee, purchaser of production, or other person to pay or discharge, in whole or in part, any tax, note, or other obligation secured by a lien on the Lands, or any part of them or any interest in them, Grantee shall have the right to reduce the consideration by such amount or be subrogated to, and may enforce all of the rights of the affected lienholder to secure the recovery of the amounts paid, together with interest and attorneys' fees.

6. For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its heirs, successors, administrators, executors/executrixes and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, if not already distributed to Grantor, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above described interest, insofar as they cover said land.

7. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person, responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

8. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction conveyances, amendments of description, amendments of Grantor's capacity, including typographical errors, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only. Grantee is also given, through this provision, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of the property as reflected by the County Records in which the property is located. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

9. **TO HAVE AND TO HOLD** the above described property and rights, together with all and singular the rights and appurtenances thereto and anywise belonging unto said Grantee, and Grantee's heirs, successors, administrators, executors/executrixes and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their (as the case may be) heirs, successors, administrators, executors/executrixes and assigns to warrant and forever defend, all unto singular, the property and rights unto the said Grantee, and Grantee's heirs, successors, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 14 DAY OF January.

Willie Nobles Jr.

WILLIE NOBLES JR

SS#: 5748

This document affects your legal rights, please read it carefully or seek legal counsel prior to signing. Grantor represents and warrants that Grantor has read the entire contract, or has had it read to him/her and Grantor understands and agrees to the terms of this contract.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or Your Driver's License Number.

COUNTY CLERK'S OFFICE
INSTRUMENT FILMED AS FILED.

11
Agreement. Upon default by Non-Operator in the payment of its share of expense, without prejudice to any other rights and remedies, Operator shall have the right to collect from the purchaser of production from the Contract Area the proceeds from the sale of such Non-Operator's share of oil or gas produced and sold from the Contract Area until the amount owed by Non-Operator, including interest, has been paid. Each purchaser of oil and gas produced from the Contract Area shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like mortgage, lien and security interest to the Non-Operator to secure payment of Operator's proportionate share of expense.

VII.

If Operator pays a defaulting party's share of any costs or expenses pursuant to Article VII.B.4 of the Operating Agreement, all other parties to the Operating Agreement, including Non-Operator shall, upon being billed by Operator, contribute their proportionate share of all sums advanced by Operator for and on behalf of the defaulting party. Such contributing parties shall in addition to any other right they may have hereunder receive a share of any interest in the Contract Area forfeited by the defaulting party as well as any percentage penalty recoupment from such defaulting party. The share for each such contributing party shall be in proportion to its contribution.

VIII.

This Ratification and Memorandum of Joint Operating Agreement ("Ratification and Memorandum") shall constitute a mortgage and financing statement covering oil and gas extracted from the Contract Area to the extent that such oil and gas is owned by a defaulting party under the Operating Agreement. This mortgage and financing statement is being filed for record in the real estate records of any county or parish in which the Contract Area is situated and/or the Secretary of State and may be filed by Operator upon its own motion or upon the request of any Non-Operator. The undersigned Non-Operator shall be considered as both a debtor, to the extent that such party has failed to pay his or its share of expense, and as a secured party mortgagee.

IX.

In addition to the lien contained in Article VII.B. of the Operating Agreement, the Gas Balancing Agreement attached as Exhibit "E" to the Operating Agreement provides that each Overproduced Party grants a lien to each Underproduced Party upon its leasehold interest and upon its interest in gas production and the proceeds therefrom, and upon its interest in material and equipment, to the extent and so long as the Overproduced Party is overproduced, to secure its balancing obligations, both in kind and in cash, which lien shall be inferior and subject to the Operator's lien as provided in Article VII.B. of the parties Operating Agreement.

X.

Operator, may on behalf of all parties, terminate the effect of this Ratification and Memorandum as to all or any portion of the Contract Area by recording a full or partial release hereof.

XI.

Any party requiring additional information concerning the rights and obligations of the parties under the Operating Agreement may contact the Operator at the following address:

OPERATOR:

Chesapeake Exploration, L.L.C.
P.O. Box 18496
Oklahoma City, Oklahoma 73154
Attention: Henry J. Hood, Senior Vice President - Land and
Legal & General Counsel

The Operating Agreement may be found at the above address.

XII.

This Ratification and Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon the parties and their successors and assigns. The Operator is hereby authorized to compile the signature and notary pages from each of the counterparts in order to have one instrument containing signatures and notarial acknowledgements for all parties for recording purposes.

OPERATOR:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma limited liability company

NON-OPERATOR:

PXP LOUISIANA L.L.C.
A Delaware limited liability company

VI.

Pursuant to Article VII.B. of the Operating Agreement, Non-Operator mortgages to Operator, and grants to Operator a lien upon, its oil and gas leasehold estates as that term is defined in Article I.C. thereof, in the Contract Area, and grants to Operator a security interest in its share of oil or gas when extracted from the Contract Area and its interest in all equipment located thereon to secure payment of its share of expense under the Operating Agreement (including costs of investigation, defenses and payment of any final judgment or settlement for damages arising out of operations thereunder), together with interest thereon in accordance with the Operating Agreement, in addition to any other remedies available to Operator in law or pursuant to the Operating

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on July 27, 2010, by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company.

Kathy Leasure
Notary Public

My Commission Expires: _____
Commission Number: _____



STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on December 7, 2010, by James R. Rumsey, Vice President of PXP Louisiana L.L.C., a Delaware limited liability company.

Maisha L. Harrell
Notary Public

My Commission Expires: 1-12-2011
Commission Number: _____

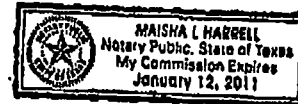


EXHIBIT "A"

Attached to that certain Ratification and Memorandum of Joint Operating Agreement for
Nobles Gas Unit, Nobles 1H Well

1. **Contract Area:** The Contract Area shall be comprised of the Joint Leases (as defined in the Participation Agreement), Chesapeake Mineral Interests, and PXP Subsequently Acquired Mineral Interests, insofar as such Joint Leases, AMI Leases, Chesapeake Mineral Interests and PXP Subsequently Acquired Mineral Interests are included in the drilling and/or spacing unit described below:

Declaration of Pooled Unit dated April 22, 2010, for the Nobles 1H Well, covering 532.7914 acres, more or less, located in the Z. C. Walker Survey, A-767 and the John Green Survey, A-853, Shelby County, Texas, recorded under Entry 2010008070, records of the Clerk of Court of Shelby County, Texas.

The Joint Leases, Chesapeake Mineral Interests, and PXP Subsequently Acquired Mineral Interests situated within the Contract Area and subject to this Joint Operating Agreement are listed on Exhibit "A-1" attached hereto.

It is expressly understood that any and all PXP Mineral Interests that lie within the above described drilling and/or spacing unit shall be subject to the terms and provisions of the Contract Area, but only as provided in and in accordance with the provisions of Article XV.H of the Operating Agreement.

2. **Restrictions as to depths and formations:** NONE

3. **Interests of Parties:**

<u>Owner</u>	<u>Owner Working Interest</u>
Chesapeake Exploration, L.L.C. P. O. Box 18496 Oklahoma City, OK 73154-0496 Attention: Henry J. Hood Senior Vice President Land and Legal & General Counsel	69.74%*
PXP Louisiana L.L.C. 700 Milam, Suite 3100 Houston, TX 77002 Attention: James R. Rumsey Vice President	15.75%*
TOTAL	85.49%

*The percentages are subject to revision in accordance with the terms and provisions of the Purchase and Sale Agreement dated July 1, 2008, by and between Chesapeake Exploration, L.L.C. and PXP Louisiana L.L.C., et al.

EXHIBIT "A-1"

Attached to this certain Ratification and Memorandum of Joint Operating Agreement for Nobles Gas Unit, Nobles 1H 4401

The image is a high-contrast, black and white scan of a document page. It is characterized by a dense, repeating pattern of horizontal and vertical lines, creating a grid-like appearance. The content is almost entirely illegible due to extreme redaction or severe degradation in scan quality. The page is divided into several large rectangular sections by thicker lines, suggesting a multi-column layout. Within these sections, there are numerous smaller rectangular blocks of text, some of which appear to be headings or sub-sections, but their specific content cannot be discerned. The overall effect is one of a heavily obscured or corrupted document.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Alvin Furling

2010014036

December 13, 2010 01:07:36 PM

FREE: \$39.00

Allison Harbison, County Clerk
Shelby County, Texas

EXHIBIT

N

Cause No. 12CV32, 231

AARON NOBLES, ET AL.

v.

WILLIAM L. HILL A/K/A BILL HILL,
INDIVIDUALLY AND D/B/A
BILL HILL OIL & GAS PRODUCTION

§
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§

IN THE DISTRICT COURT

OF

SHELBY COUNTY, TEXAS

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE**

This Settlement Agreement and Full and Final Release (the "Agreement") is entered into by and between WILLIAM J. NOBLES and CRANIE (ANNIE) JOHNSON a/k/a ANNIE LOUIS JOHNSON as DEPENDENT ADMINISTRATORS of the ESTATE of AARON NOBLES, SR., WILLIAM J. NOBLES, INDIVIDUALLY, WARREN L. NOBLES, AARON NOBLES, JR., EMMA J. NOBLES, SHIRLEY EARL NOBLES a/k/a SHIRLEY NOBLES GARRETT, CRANIE (ANNIE) JOHNSON a/k/a ANNIE LOUIS JOHNSON, INDIVIDUALLY, BETTY MARIE HARRIS, BOBBY JOE HARRIS, GEORGE A. GREER a/k/a CHARLES EDWARD NOBLES, CURTIS JOE HARRIS, GEORGE A. GREER a/k/a GEORGIA REE SIMON, JAMES LEE HARRIS, JESSICA L. HARRIS, MAE MOODY, CRANIE (ANNIE) JOHNSON a/k/a ANNIE LOUIS JOHNSON as ADMINISTRATOR of the ESTATE of JUANITA NOBLES, INDIVIDUALLY and as the ADMINISTRATOR of the ESTATE of AARON NOBLES, LONNIE AARON GREER, S. A. GREER and CRANIE (ANNIE) JOHNSON as ADMINISTRATOR of the ESTATE of MAE MOODY and WILLIAM L. HILL a/k/a BILL HILL and RHONDA HILL HAMILTON, INDIVIDUALLY, DOROTHY JO HILL and WILLIAM L. HILL as CHILDRENS' TRUST and BILL HILL OIL & GAS PRODUCTION are referred to collectively as the "Parties", effective

WHEREAS, the Plaintiffs filed a lawsuit styled *William L. Hill, et al., Cause No. 12CV32, 231*, in the District Court of Shelby County, Texas (the "Litigation"); and

WHEREAS, the Plaintiffs asserted claims against Defendant Hill's operation of an oil well on property described below and the improper payment of royalties on production of oil from those wells, among other things. The property made the subject of the Litigation is described as follows:

TRACT 1: 13.7 acres in the Z. C. Walker Survey, Shelby County, Texas, being the same land described in deed from O.H. Polled to Jeff Nobles, dated April 4, 1904, recorded in Volume 60, Page 30 in the Deed Records of Shelby County, Texas ("Tract 1").

TRACT 2: Being 61.59 acres of land, more or less, in the Z. C. Walker Survey, Shelby County, Texas, a part of Subdivision No. 2 as per map of said subdivision filed for record in the office of the County Clerk of Shelby County, Texas; and being described as 70 acres, less 4.96 acres, less 3.45 acres, leaving 61.59 acres as follows, to-wit:

BEGINNING at a stake in the West line of this League for the Southwest corner of this tract from which Red Oak 5 in. diameter South 16 degrees East 6 varas, Sweet Gum 24" in diameter South 89 degrees West 4 varas, said stake being 1060 varas South 16 degrees West from the Northwest corner of this League;

THENCE North 16 degrees East 372 varas to a sweet gum the Northwest corner of this tract;

THENCE South 74 degrees East 1020 varas to a stake in road at corner of fence the Northeast corner of this tract from which Dogwood marked X 8 inches in diameter bears South 84-1/2 East 20 varas Dogwood marked X 8 inches in diameter bears North 55 East 11-1/2 varas;

THENCE South 16 degrees West 353 varas to a stake at corner of fence from which a Red Oak 14 inches in diameter bears North 64-1/4 West 20-3/5 varas; Hickory 5 inches in diameter bears South 12 degrees West 10 varas;

THENCE North 75 degrees West 1092 varas to the PLACE OF BEGINNING containing 70 acres of land;

SAVE, LESS AND EXCEPT 4.96 acres of land, more or less, conveyed out of the 70 acres hereinbefore described by right-of-way deed from Jeff Nobles to Gulf, Beaumont and G. W. Railroad Company dated February 24, 1902, recorded Vol. 50, Page 369, Deed Records, Shelby County, Texas;

SAVE, LESS AND EXCEPT 3.45 acres of land, more or less, conveyed out of the 70 acres hereinbefore described by deed from J. E. Nobles, et al to Charles A. Nobles dated October 13, 1930, recorded Vol. 147, Page 569, Deed Records, Shelby County, Texas ("Tract 2").

Tract 1 and Tract 2 are referred to collectively herein as the "Property"; and,

WHEREAS bona fide disputes and controversies exist among the Parties, both as to liability and the amount thereof, and the Parties desire to fully and finally resolve all of the matters

in dispute between them, including the claims asserted in the Litigation and all claims that could have been asserted in the Litigation, whether known or unknown and whether they exist now or become known in the future; and

WHEREAS the Parties have negotiated this Agreement with full knowledge of the possibility of additional claims or causes of action not known at the time of the execution of this Agreement, and intend this Agreement to settle and finally dispose of all such claims or causes of action arising out of the described transactions or occurrences as of the latest date of execution of this Agreement by all Plaintiffs below.

NOW, THEREFORE, for and in consideration of the premises, the recitals contained herein, the mutual promises, releases, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the Parties agree as follows:

1. This Agreement is entered into in order to resolve, settle, and compromise the matters in dispute and to avoid the costs, expense, and effort of disputed litigation. Nothing in this Agreement is an admission of liability by any party, and nothing in this Agreement may be interpreted as an admission of liability. Each party to this Agreement expressly denies liability to every other party to this Agreement.
2. Hill will pay to Plaintiffs and Rebecca Cousins Brightwell, jointly, and Plaintiffs and Rebecca Cousins Brightwell will accept the sum of \$70,000.00.
3. Plaintiffs shall execute a Stipulation of Interest in the form attached hereto as Exhibit A. Hill will record the executed Stipulation of Interest in the Official Public Records of Shelby County, Texas.
4. Plaintiffs shall execute Ratifications of Leases in the form attached hereto as Exhibit B. Hill will record the executed Ratifications of Leases in the Official Public Records of Shelby County, Texas.
5. Plaintiff shall execute Division Orders in the form attached hereto as Exhibit C.
6. Hill shall execute an assignment to Plaintiffs of their proportionate shares as shown on Exhibit A of the mineral leasehold estate in the minerals beneath the Property for all depths below 3000 feet below the surface of the Earth in the form attached hereto as Exhibit D.
7. Hill shall execute an assignment to Plaintiffs of their proportionate shares as shown on Exhibit A of the mineral leasehold estate in the minerals beneath the Property outside of the forty acres immediately surrounding the J. E. Nobles No. 2 Well from the surface of the Earth to 3000 feet below the surface of the Earth in the form attached hereto as Exhibit E.

8. Bobby Joe Harris and Tommy Harris will execute Oil and Gas Leases as lessors to Bill Hill Oil and Gas, Inc. as lessee covering their proportionate shares of the Property in the forms attached hereto as Exhibits F and G. Hill will pay Bobby Joe Harris and Tommy Harris \$135 each as a signing bonus for executing the said Oil and Gas Leases.
9. Hill will re-issue any royalty checks issued by Defendants to Plaintiffs or their predecessors-in-interest but not negotiated by Plaintiffs or their predecessors-in-interest within six business days of the return of all such royalty checks to Coghlan Crowson, LLP, P. O. Box 2665, Longview, Texas 75606-2665 on or before the Closing Date. The Closing Date shall be April 4, 2016.
10. Plaintiffs and Rebecca Cousins Brightwell will not return phone calls or respond to correspondence regarding the Litigation from the parties in the Litigation represented by Annie Briscoe, Annie Briscoe herself, anyone representing the estate of Peggy Nobles, and Jessica Juanita Nobles or any person who represents or purports to represent Jessica Juanita Nobles. Rebecca Cousins Brightwell will instruct any expert witnesses whom she has retained on behalf of the Plaintiffs that the expert's employment is terminated effective February 19, 2016 and that such expert is under no obligation to return phone calls to or respond to correspondence from Annie Briscoe, Annie Briscoe's clients, anyone representing the estate of Peggy Nobles, Jessica Juanita Nobles or anyone representing or purporting to represent Jessica Juanita Nobles. Rebecca Cousins Brightwell will request the refund of any unearned prepaid fees from any experts so that no other person can benefit from services for which the Plaintiffs or Rebecca Cousins Brightwell have paid.
11. To the extent Hill has suspended funds payable to Plaintiffs because of title disputes or other title questions, including without limitation the intestate succession of Margie Pleasant and other Plaintiffs or their descendants, Hill will pay all suspended funds as appropriate in their proportionate shares on the Closing Date or on such date as Plaintiffs provide Hill with a certified copy of the title documents necessary for the release of any suspended funds.
12. Hill will disc up the area around the pump jack and the fire wall around the tank battery of the J. E. Nobles No. 2 Well located on the Property in an area not to exceed ½ acre immediately surrounding the pump jack and fire wall.
13. Hill will plant Bermuda grass seed in the area described in No. 12 immediately above. Hill will not guarantee the survival of any such seed and does not agree to continue to cultivate, irrigate or otherwise tend or care for such seed or grass after initial planting.
14. Hill will remove the liquids in the pit north of the J. E. Nobles No. 2 Well location and fill in and level the pit area immediately north of the J. E. Nobles No. 2 Well location.

15. Hill will level the dirt mound behind the metal storage on the J. E. Nobles No. 2 Well location.
16. Hill will provide a collection pot for receiving hydrocarbons and other substances between the tank battery and the pond located to the west of the J. E. Nobles No. 2 Well location.
17. Hill will clean up and remove any trash located on the J. E. Nobles No. 2 Well location at the time of the last execution of this Agreement by all Plaintiffs.
18. In exchange for the agreements, recitals and terms described above and below, the Plaintiffs all hereby **RELEASE, ACQUIT, CANCEL, RELINQUISH, AND FOREVER DISCHARGE WILLIAM L. HILL a/k/a BILL HILL d/b/a BILL HILL OIL & GAS PRODUCTION, RHONDA HILL HAMILTON, INDIVIDUALLY and as EXECUTRIX of the ESTATES of DOROTHY JO HILL and WILLIAM L. HILL and as TRUSTEE OF THE HILL FAMILY CHILDRENS' TRUST and BILL HILL OIL & GAS, INC. and their heirs, devisees, executors, administrators, agents, representatives, affiliates, partners, whether limited or general, contractors, parents, subsidiaries, shareholders, attorneys, employees, insurance carriers, successors, and assigns from any and all claims, rights, demands, debts, liabilities, controversies, or causes of action owned by them, whether known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever arising out of or relating to the disputes and controversies described in this Agreement, including without limitation claims in contract or in tort, under regulatory, statutory or common law, for actual, consequential, multiple, or punitive damages, statutory penalties, interest, attorneys' fees, or costs, for improper payment or non-payment of royalties, for an accounting, for payment of profits asserted by alleged unleased co-tenants, for surface and mineral title, for intentional conduct, for negligence by the Defendants—including without limitation any claims of negligent or intentional release of or improper storage of any pollutants, hydrocarbons, brine, brackish water, salt water, chemicals and all other substances on or onto the Property or on or into any bodies of water on the Property, for breach of implied covenants in any of the leases through which any of the Plaintiffs claim entitlement to royalties on the production of minerals from the Property (the "Leases"), for any breach of the Leases whatsoever, for liability because of violations of regulations of the Texas Railroad Commission, for non-payment of royalties from any well other than the J. E. Nobles No. 2 Well on the Property, for payment of royalties to the incorrect person, for the amount of the royalty fraction contained in any of the Leases, for cutting or removal of timber, for use of the Property in any way by Hill including the alleged improper use of the Property for storage of equipment, for non-payment of surface damages, for restriction of access to the Property, for attorney's fees, interest, court costs and any other expense related to the Litigation.**
19. Hill hereby agrees to indemnify, protect and save Plaintiffs against all loss or damage asserted by any regulatory agency with jurisdiction in Texas, including the Texas Railroad Commission, Texas Commission on Environmental Quality or Environmental

Protection Agency to any persons or property caused by, connected with or resulting from Hill's operations on the Property or any activities by Hill's agents, servants, employees or invitees thereon.

20. Modifications. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally but only by written agreement, signed by each of the Parties.
21. Successors. This Agreement shall be and is binding in accordance with its terms upon the Parties and their respective heirs, subsidiaries, parents, affiliates, officers, directors, successors and assigns and any and all persons and entities in privity with them.
22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, conditions, representations or warranties, whether oral or written, with respect to the subject matter hereof.
23. Governing Law. THIS AGREEMENT IS MADE ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH TEXAS LAW.
24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original.
25. Non-Assignment. The Parties each represent and warrant that they have not assigned any claim to the subject matter of the Litigation.
26. Third Parties. This Agreement is not intended and shall not be construed to create any rights in any parties other than the parties hereto and no other person shall be entitled to assert any rights as a third-party beneficiary hereunder.
27. Nondisclosure and Confidentiality. The Parties agree not to disclose any provision of this Agreement to anyone, other than any of their officers, directors, attorneys, or representatives with a business need for the information, or other persons required by law or court of law to be advised of same. The Parties may also disclose this Agreement pursuant to a lawful subpoena or other court order issued by a court of competent jurisdiction or pursuant to a written request by a governmental entity, but only after prompt and adequate written notice is given to the other Party of the request or demand so that the other Party may oppose such subpoena, order, or request if it chooses. Notwithstanding the foregoing, the Parties agree that this Agreement may be used as evidence in a lawsuit in which either any of the Plaintiffs or Hill alleges a breach of the promises made in this Agreement.

28. **No Representations.** In making this Agreement, each Party hereto relies on said Party's own judgment and knowledge and said Party has not been influenced to any extent whatsoever in making this Agreement by any representations or statements regarding damages, liability or other matters made by the Parties hereinabove released, or by any persons, firms, corporations, attorneys or other parties representing or acting for said parties hereinabove released. Each of the Parties hereto further acknowledges that they are relying on their own counsel and knowledge, and that they are not relying on any representation, statement or material from any other party not expressly set forth herein, any such reliance being specifically disclaimed and waived.
29. **Competence to Contract.** Each party hereto, whether an entity or individual, further warrants that he, she, it or any signatory in his/her/its behalf is over the age of 21 years; that said party/signatory is duly authorized to sign this document; that no promise, statement, threat, agreement, act or representation of any kind or character on the part of anyone except as such promise, statement, threat, agreement, act or representation may be contained herein, has incurred or induced said party to enter this Settlement Agreement and Release, and that said party fully understands this instrument and voluntarily executes it with full knowledge of its meaning, having first read it carefully.
30. **Severability.** If any provision, term, covenant or condition of this Settlement Agreement and Release is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall not be impaired or invalidated.
31. **Negotiated Agreement.** The Parties and their counsel have thoroughly reviewed this agreement and have, where necessary, modified it to conform to the requirements of their agreement.
32. **Enforcement.** IF LITIGATION IS BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ATTORNEYS' FEES, AS WELL AS LITIGATION EXPENSES, INCLUDING THE COST OF MEDIATION, IN ADDITION TO ALL OTHER DAMAGES OTHERWISE RECOVERABLE BY LAW.
33. **Change of Interest.** PLAINTIFFS ACKNOWLEDGE AND AGREE THAT BILL HILL OIL & GAS, INC. SHALL NOT BE REQUIRED TO CHANGE PAYMENT OF ROYALTIES BECAUSE OF A CHANGE OF OWNERSHIP INTEREST IN THE UNDIVIDED MINERAL INTERESTS MADE THE BASIS OF THE LITIGATION UNTIL THE AFFECTED PLAINTIFF(S) SHALL PROVIDE WRITTEN NOTICE TO BILL HILL OIL & GAS, INC. OF THE CHANGE OF INTEREST WITH A CERTIFIED COPY OF THE INSTRUMENT(S) RESULTING IN THE CHANGE OF INTEREST.
34. The Parties hereby acknowledge and agree that record title in the Official Public Records of Shelby County, Texas currently reflects Mallard Royalty Partners as the owner of an undivided interest in the oil, gas and other minerals made the basis of the Litigation equal to .00696671 in Tract 1 and .0187957 in Tract 2 by virtue of a deed

from Westco Family Limited Partnership to Mallard Royalty Partners recorded at Volume 1028, Page 94 of the Official Public Records of Shelby County, Texas, dated July 15, 2005. The Parties also hereby acknowledge and agree that Hill and their heirs, successors and assigns will not credit or be required to credit any of the Plaintiffs or any other person with the interest currently owned by Mallard Royalty Partners until the first day of the month following the month in which Hill receives a certified copy of a final, unappealable judgment signed by a court of competent jurisdiction sitting in the state of Texas setting aside as void the conveyance dated January 14, 2005 from Willie Nobles, Jr. to Westco Family Limited Partnership recorded in Volume 1012, Page 383 of the Official Public Records of Shelby County, Texas.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the following pages effective on the date written above.

Jessie Mae Moody Georgia Ree Simon
Georgia L. Simon a/k/a Georgia Ree Simon
by Jessie Mae Moody, her agent and attorney-in-fact

Annie Louis Johnson
Cranie (Annie) Johnson a/k/a Annie Louis Johnson, Individually
and as Administrator of the Estates of Aaron Nobles, Sr.,
Juanita Nobles and Margie L. Pleasant

Shirley Nobles
Shirley Earl Nobles a/k/a Shirley Nobles Garrett

Aaron Nobles, Jr.

Kenneth Ananias Fields
Kenneth Ananias Fields, Individually and as Administrator of the
Estate of Lonnie James Nobles

Charles Nobles
Charles Greer a/k/a Charles Edward Nobles

EXHIBIT

O

CHESAPEAKE
ENERGY

Kyle Buchanan
*Managing Attorney – Central Texas,
Gulf Coast and Rockies*

August 3, 2018

Annie Briscoe
Attorney at Law
1217 Prairie, Suite 207
Houston, TX 77002


Re: Jeff Nobles Sr. Estate (the "Estate")
Nobles GU 1-H well (the "Well");
Shelby County, Texas

Ms. Briscoe:

Thank you for your letter of July 5, 2018, demanding payment of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to compensate your clients, the Estate, for alleged production of hydrocarbons from the Well. We have researched the Well and the tract your clients claim to hold. We have concluded that although Chesapeake was at one time a working interest owner in the Well and was involved in the process of creating the unit which holds the well, Chesapeake sold all of its interest in the well and unit to SND Energy on January 1, 2016. Chesapeake has not participated in any production since that time. In addition, we have no record of any lease governing your clients' interest. As such, if your clients owned a mineral interest tied to the Well and your clients have not leased that mineral interest, then under Texas law they would be deemed cotenants which are entitled to revenue from production only if they participated as working interest owners and paid their share of the drilling, completion and operating costs. Again, we have no record of such. If you can provide documentation that your clients were either leased or otherwise participated in the drilling, completion and operation of the well by paying costs, please forward such documentation for my review. Otherwise, we have concluded that Chesapeake does not have any liability to your clients or owe them any revenue payments.

Please let us know if we can be of further assistance.

Best regards,


Kyle Buchanan

EXHIBIT

P

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Cleveland Dear, Jr., being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: DEAR MINERALS, INC.

NAME OF POOLED UNIT: J. E. Nobles et al Unit WELL NO. 1

FIELD: Center (Saratoga), Shelby COUNTY,

TEXAS, contains 40 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

(OVER)

RECEIVED
R.R.C. OF TEXAS
MAR 04 1975
D.B.
MCQUEEN TEXAS

08/22/2018 8:30 AM FAX 9503288721

POSTED

Form P - 12
(1/16/74)RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, Kitty Kerchum, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: Bill Hill & Associates

NAME OF POOLED UNIT: J. E. Nobles (11828) WELL NO. 2

FIELD: Center (Saratoga), Shelby COUNTY, TEXAS, contains 80.0 acres;

that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract.

D. G.
MOORE, TEXAS

(OVER)

James H. May, Registered
lic Surveyor No. 2858,
do hereby certify that this plat
true and correct to the
of my knowledge.

James H. May
James H. May



Revised Jan. 27, 1986

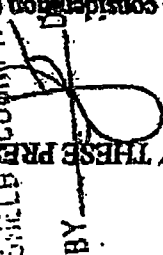
BILL HILL & ASSOCIATES	
NOBLES NO. 2	
80 ACRES	
Z. C. WALKER SURVEY	
SHELBY COUNTY, TEXAS	
Scale: 1" = 1000'	December 9, 1985
May Engineering Co.	Kilgore, Texas

EXHIBIT

Q

WARRANTY DEED

FILED
LORI OLIVER
DISTRICT CLERK

2020 AUG 29 PM 4:55
SHELBY COUNTY
BY 

THAT EDNA NOBLES, (the Grantor herein whether one or more) for the consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

TONIA L. HAWTHORNE

(the "Grantee" herein)

Address: 501 County Road 104 Carthage and State of Texas, to have and to hold full title to my property and all past and present claims associated with any interest whether top surface, oil, gas and/or minerals pertaining to all my said property located in Shelby County, Texas in the Z.C. Walker Survey (Abstract #157), whether listed or correctly described herein or not, more particularly described as follows:

Tract I: 70 acres described in the Deed from C. P. Huntington to Jeff Nobles dated December 28, 1896, recorded in (Volume 24, pg. 155), Deed Records, Shelby County, Texas

Tract II: 13.7 acres of land described in the Deed from O. H. Polley to Jeff Nobles dated April 4, 1904, recorded in (Volume 60, pg. 30), Deed Records, Shelby County, Texas, to which said Deeds, and their records, reference is here made for all purposes.

Together with all tenements, hereditaments, and appurtenances thereto belonging and the reversions, remainder, rents and profits, if any, thereof. My intentions are to convey and grant full title and interest in the above described tract.

TO HAVE AND TO HOLD the above described house, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, 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 Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXHIBIT

R

WARNING

**IT IS A CRIME TO
INTENTIONALLY OR
KNOWINGLY FILE A
FRAUDULENT COURT
RECORD OR A
FRAUDULENT
INSTRUMENT
WITH THE CLERK.**

**PER THE GOVERNMENT CODE AND
PENAL CODE**

Search Criteria		
Lease Name: PILOT, Lease No.: 256836 , Well No.: 1H		
Well Type: Gas		
Operator Name: SND OPERATING, L.L.C. , Operator No.: 797127		
County Name: SHELBY		
District: 06		
Lease Production and Disposition		
Date Range: Jan 1993 - Jan 2019		
	GW Gas (MCF)	
Date	Production	Disposition
Jan 2015	4381	438
Feb 2015	3806	380
Mar 2015	3847	384

Dec 2016	2143	214
Jan 2017	2026	202
Feb 2017	2287	228
Mar 2017	2426	242
Apr 2017	2049	204
May 2017	2350	235
Jun 2017	1818	181
Jul 2017	0	
Aug 2017	2434	243
Sep 2017	2063	206
Total	93909	9390

WAYMOND NOBLES	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
	§	
vs.	§	OF
	§	
Defendants	§	
	§	
BILL HILL OIL & GAS	§	SHELBY COUNTY, TEXAS
PRODUCTION ETAL, RHONDA	§	
HILL, RHETTA HILL COLLIER,	§	
RESA HILL WILKINS, RON	§	
HAMLITON, TERRY HASKIN,	§	
ALLEN WILKINS, R&F OPERATING	§	
COMPANY, SCURLOCK PERMIAN	§	
CORPORARTION, WICO ENERGY	§	
COMPANY,	§	
PLAINS MARKETING, CONOCO	§	
PHILLIPS, WESTCO FAMILY	§	
LIMITED PARTNERSHIP, SND	§	
OPERATION LLC., ENDURO	§	
OPERATING LLC., ENCORE OPERATING	§	
LP., CHESAPEAK OPERATING INC.,	§	
J.D. MINERALS CORPORATION, JON S	§	
BROWN, BASIC ENERGY LP., JEN SEN	§	
OIL LLC., PATRICIA MAXWELL, SARAH	§	
DONALDSON, STEPHEN DONALDSON,	§	
DEMITRA DONALDSON, MARILYN	§	
ROUNDTREE, DEBORAH AKPATA,	§	
MAE BERTHA WARD WILLIAMS,	§	
LEACHRESS ANITA GREER DORSEY,	§	
REGINA NEIL GREER NETHERLY, ISAIAH	§	
DONALDSON, JACOB DONALDSON,	§	
JASON DONALDSON, JOHN DONALDSON,	§	
JAY HUGH DONALDSON, LARRY	§	
DONALDSON, RAMONA JACKSON,	§	
JENNIE H. RIDDICK, RAFEAL	§	
ANDERSON, DIANE NORTHRUP,	§	

HEZEKIA DONALDSON, MARSHAL §
EXPLORATION, JERALD A. WATERS, §
PXP LOUISIANA LLC., DEEP EAST TEXAS §
ELECTRIC COMPANY, BASIC ENERGY §
SERVICES GP., BASIC ENERGY §
SERVICES LLC., BASIC ENERGY §
SERVICES INC, HALLIBURTON §
ENERGY SERVICES §

Involuntary Plaintiffs

SHELIA ANN GREER, LONNIE AARON §
GREER, SHIRLEY NOBLES, §
ANNIE LOUISE JOHNSON, §
GEORGIA REE SIMON, WILLIAM NOBLES, §
AARON NOBLES JR., TOMMY EARL §
HARRIS, CHARLES NOBLES, §
JAMES, LEE HARRIS, BOBBY HARRIS, §
CURTIS HARRIS, JESSIE MAE MOODY, §
BETTY HARRIS, KENNETH FIELDS, §
§
§

**PLAINTIFF PETITION TRESPASS TO TRY TITLE, TEMPORARY
INJUNCTION, SLANDER AND CONSPIRACY TO COMMIT FRAUD**

TO THE HONORABLE JUDGE OF SAID COURT

COME NOW, Plaintiff, (WAYMOND NOBLES) and Involuntary Plaintiff's Shelia Ann Greer, Lonnie Greer, Shirley Nobles, Annie Louis Johnson, Georgia Simon, William Nobles, Aaron Nobles, Tommy Earl Harries, Charles Nobles, James Harries, Bobby Harris, Curtis Harris,

Jessie Mae Moody, Betty Harries and Warren Nobles; herein files his Original Petition Trespass to Try Title, Temporary Injunction and Texas Theft Liability, Slander and Conspiracy to Commit Fraud complaining of Bill Hill Oil & Gas Production, Rhonda Hill Hamilton, Rhetta Hill Collier, Resa Hill Wilkins, Ron Hamilton, Terry Haskin, Allen Wilkens, R&F Operating Company, Scurlock Permian Corporation, WICO Energy Company, Plains Marketing LP, Conoco Phillips, West Co Family Limited Partnership, SND Operating LLC, Enduro Operating LLC., Encore Operating LP., Chesapeake Operating Inc., J.D. Minerals Inc., Jon S. Brown, Basic Energy Services LP., Jensen Oil LLC., Patricia Maxwell, Sarah Donaldson, Stephen Donaldson, Mary Donaldson, Demetra Donaldson, Marilyn Roundtree, Deborah Akpata, Mae Berta Ward, Leachress Greer Dorsey, Regina Greer Netherly, Danitra Donaldson, Isaiah Donaldson, Jacob Donaldson, Jay Hue Donaldson, Hezekiah Donaldson, Jennie Reddrick, Dianne Northrup, Refeal D. Anderson, Halliburton Energy Services Inc., Jason Donaldson and John Donaldson, Plaintiff would respectfully show the Court as follows:

CASE LEVEL

Discovery is intended to be conducted under Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure.

PARTIES

- Defendant; Patricia Maxwell resides at 1246 Woodburn Trl. Dallas, TX 75241-2604

- Defendant: Sarah Donaldson resides at 642 Genoa Ave Dallas, TX 75216-1039
- Defendant: Stephen Donaldson resides at 1555 Nottingham Dr. apt 1102 Denton, TX 76209
- Defendant: Demetra Donaldson resides at 1537 Gillette St. Dallas, TX 75217
- Defendant: Marilyne Roundtree resides at 6506 Baraboo Dr. Dallas, TX 75241
- Defendant: Deborah Akpata resides at P.O. Box 19175 Forth Worth, TX 76119
- Defendant: Mae Bertha Ward Williams resides at 1206 Grinnell St. Dallas, TX 75216
- Defendant: Leachress Greer Dorsey resides at 1703 N. Highlands Xing Highlands, TX 77562
- Defendant: Regina Greer Netherly resides at 7907 Sarah Lane Baytown, TX 77521
- Defendant: Danitra Donaldson resides at 521 E. Windsor Dr. apt 15 Denton, TX 76209
- Defendant: Isaiah Donaldson resides at 2829 Halbert St. Ft. Worth, TX 76112
- Defendant: Jacob Donaldson resides at 1401 Genevieve Ave. LaFeria, TX 78559
- Defendant: Jason Donaldson resides at 1704 White Cap Ct. DeSoto, TX 75115
- Defendant: John Donaldson resides at 304 N. Ross Ave. Mexia, TX 76667
- Defendant: Rhonda Hill Hamilton resides at 17 Oak Forest Dr. Longview, TX 75605
- Defendant: Rhetta Hill Collier resides at 3214 Lopez Ct. Longview, TX 75605

- Defendant: Resa Hill Wilkins resides at 21310 Highland Knolls Dr. Katy, TX 77450
- Defendant: Ron Hamilton resides at 17 Oak Forest Drive Longview, Texas 75605
- Defendant: Terry Haskin resides at 256 Green Valley Rd Freedom, CA 95019
- Defendant: Allen Wilkins resides at 2808 Tryon Rd Longview TX 75601
- Defendant: Jerald A. Waters resides at 21310 Highland N. Dr. Katy, TX 77450
- Defendant: R&F Operating Company C/O Registered Agent Richard Hoell 1401 West Sabine Street Carthage, Tx 75633
- Defendant: Plains Marketing LP., C/O Registered Agent CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO 211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701
- Defendant: Conoco Phillips C/O Registered Agent UNITED STATES CORPORATION COMPANY 211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701
- Defendant: WESTCO Family Limited Partnership C/O Registered Agent STEPHEN R HENSON 456 NORTH LIVE OAK ROAD GILMER, TX 75644
- Defendant: Jensen Oil LLC., C/O Registered Agent DEREK E. JENSEN 4980 WOLFCREEK TR. FLOWER MOUND, TX 75028
- Defendant: SND Operating LLC C/O Registered Agent DIANN BRACKIN 13140 COIT ROAD SUITE 225 DALLAS, TX 75240
- Defendant: Endure Operating LLC., C/O Registered Agent C T CORPORATION SYSTEM 1999 BRYAN ST., STE. 900 DALLAS, TX 75201

- Defendant: Chesapeake Operating Inc., C/O Registered Agent C T CORPORATION SYSTEM 1999 BRYAN ST., STE. 900 DALLAS, TX 75201
- Defendant: J.D. Minerals C/O Registered Agent JOHN DANIEL RENFRO 379 FM 2021 LUFKIN, TX 75901
- Defendant: Basic Energy Services LP., Basic Energy Services GP., Basic Energy Services LLC., Basic Energy Services Inc., C/O Registered Agent C T CORPORATION SYSTEM 1999 BRYAN ST., STE. 900 DALLAS, TX 75201
- Defendant Jon S. Brown 2171 Us Highway 84, Palestine, TX, 75801
- Defendant Marshall Exploration Inc C/O Registered Agent DAVID M COOVER JR 921 N. CHAPARRAL CORPUS CHRISTI, TX 78401
- Defendant: PXP Louisiana LLC C/O Registered Agent REGISTERED AGENT SOLUTIONS, INC., 1701 DIRECTORS BLVD #300 AUSTIN, TX 78744
- Defendant: Deep East Texas Electric Cooperative, INC. C/O Registered Agent BRYAN A. WOOD 880 ST HWY 21 E SAN AUGUSTINE, TX 75972
- Defendant: Halliburton Energy Services, Inc. C/O Registered Agent Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300 Austin, Tx 78701
- Defendant: Jay Hue Donaldson resides at 10715 Allwood Ln., Dallas, TX 75229
- Defendant: Jennie Reddrick resides at 15514 Aztec Rd., Apple Valley, CA 92307
- Defendant: Hezekiah Donaldson resides at 5959 Watership Ln., apt 524 Dallas, TX 75237
- Defendant: Refeal D. Anderson resides at 411 Olivewood Tr San Diego, CA 92113

- Defendant: Dianne Northrup resides at 719 E. 84th Apt 1 Los Angeles, CA 90001
- Defendant: Mary Donaldson resides at 2212 Fuzz airway apt# A. Austin, TX 78728

STATEMENT OF CLAIM

This lawsuit relates to property ownership, Plaintiff (WAYMOND NOBLES) seeks Trespass to Try Title, recognizing its complete 100% undivided ownership of and right to determine the use and control of those assets and properties held by Defendants stated herein. Plaintiff further seeks a Temporary Injunction to preserve the status quo pending a final judgment on the merits. The status quo is the last actual peaceable, non-contested status that preceded the controversy. Status quo may be a state of action. Equitable elements: cause of action, probable right to recover; probable, imminent, and irreparable harm; and no adequate remedy at law (*Texas Civil Practice and Remedies Code Section 65.011*), Must follow correct procedure – sworn application, correct allegations, bond, specific order, service, etc. *Texas Rule Civil Procedure 682* states: “No writ of injunction shall be granted unless the applicant therefore shall present his petition to the judge verified by his affidavit and containing a plain and intelligible statement of grounds for such relief.” Plaintiff asserts Slander of Title against Defendants as states herein; “Slander of title” consists of a “false and malicious statement made in disparagement of a person’s title to property which causes special damages” see, *Marrs & Smith P’ship v. D.K. Boyd Oil & Gas Co.*, 223 S.W.3d 1, 20 (Tex. App.—El Paso 2005). The law does not presume damages as a consequence of slander of title; rather, the plaintiff must prove

special damages. *Ellis v. Waldrop*, 656 S.W.2d 902, 905 (Tex. 1983), special damages exist when the plaintiff can show a loss. Sec. TRCP/16.004 FOUR-YEAR LIMITATIONS PERIOD consist of (a) person must bring suit on the following actions not later than four years after the day the cause of action accrues: (1) specific performance of a contract for the conveyance of real property; (4) fraud. Plaintiff was never aware of the fraudulent documents that were filed and sent to Defendant (Bill Hill Oil & Gas). Bill Hill Oil & Gas was to inform the family including Plaintiff (Waymond Nobles) of any and all potential fraudulent conveyances. Bill Hill Oil & Gas knew of the Wesco Family conveyance, because the money is now in suspense. Why is it in suspense? Why wasn't the Plaintiff made aware of the conveyance and any issues resulting in the funds placed in suspense? Therefore, how can the Texas statute of limitations run if the party is unaware of the act? Plaintiff filed a cause of action by Trespass to Try title action is the method for determining title to lands, tenements or other real property. It is the exclusive remedy by which to resolve competing claims to property. Any suit involving a dispute over the title to land is an action in trespass to try title, whatever its form and regardless of whether legal or equitable relief is sought. In Texas, causes of action for challenging or asserting ownership of real property — including ownership of mineral estates — are governed by statute. In this regard, Section 22.001(a) of the Texas Property Code states that a “trespass to try title action is the method of determining title to lands, tenements, and other real property.” See Tex. Prop. Code § 22.001(a). Texas courts have interpreted this provision to mean that a trespass-to-try-title, cause action is the exclusive remedy for resolving competing claims to ownership of real property. To establish entitlement to relief, a party has to prove that he or she actually and exclusively possessed the real property, as opposed to merely constructively possessing it and must show an initial actual possession of the real property. Cause of action of

Fraud is filed due to negligent actions against the Oil and Gas Companies that has been identified as Defendants.

Defendants has threatened to terminate contract without proper document showing the rights of undivided interest owner, without proper notice, without payments for the undivided interest owner and paying allegedly bona fide interest owners i.e., the heirs of Johnnie Mae Donaldson etal and many more that are mentioned above. Plaintiff will also show the usage of blank oil & Gas leases that were never signed but were utilized throughout the time of defendant's time on said land and during his father time as well as so many more of the heirs of Jeff Nobles Sr. Plaintiff will also show that there has not been a payment made upon Plaintiff behalf (with or without a lease). Plaintiff will also reveal a conveyance that commenced 02/14/2005 from a deceased heir (William Nobles Jr.) who passed away 02/24/1997, therefore committing fraud and theft against Plaintiff real property was/is subject to damages of loss of minerals.

A trespass to try title suit is a statutory action to determine title to property in Texas, the suit creates a procedure where parties with rival claims to title in land can have their rights adjudicated. The suit is not limited to cases merely involving title disputes. A trespass to try title suit is also a suit to recover possession of land wrongfully withheld from an owner. "A trespass to try title action is the method of determining title to lands, tenements, or other real property." Proof and Pleading Requirements Under the Trespass to Try Title Action. Fraudulent documents that were filed concerning the property in question dealing with percentage factors and tacking on individuals with no legal interest in the property (Texas Prop. Code Ann. §22.001 (a). Trespass to Try Title suit is a statutory action to determine title to property in Texas, that creates a procedure where parties with rival claims to title in land can have their rights adjudicated. A

Trespass to Try Title is also a suit to recover possession of land wrongfully withheld from an owner. The suit is so prominent in litigation over title or possession that “this procedure is employed to test almost all manner of conflicting claims. Elements to concur while claiming Trespass to Try Title 1) By proving a regular chain of conveyances from the sovereign, 2) by proving a superior title out of common source, 3) by proving title by limitations or 4) by proving prior possession and that the has not been abandoned.

The Defendants stated herein instigated **§13.02. Slander of Tittle** against Plaintiff property stated herein by filing false documented inserting interest to the property and signing oil & gas leases with Bill Hill Oil & Gas. Conveyance was filed illegal and fraudulent and royalties where stolen from the property and place in their possession without knowledge from Bill Hill Oil & Gas. Oil & Gas Leases were created without the current heir at the time and commenced with the children who were not currently considered heirs. Blank Leases was utilized by the Defendants Bill Hill without proper consent from heirs (Elize Nobles), nor m Plaintiff. Bill Hill etal failed to commence a title opinion prior to drilling on said property; The title examination process is an exercise in risk management. It involves looking at the title evidence, determining the potential title risks, quantifying the risk, and mitigating the risk. Mineral Ownership Reports and the like will identify the owners of the underlying mineral estate and at times include the ownership of the leasehold estate as well. A title opinion will identify the owners of the surface, mineral, royalty, and leasehold estates. Marshal Exploration Inc and or Carl Couch never commenced a Title Opinion prior to the leases conjured with them. Bill Hill etal, adhered to the same issue in 1986 when they utilized their agreement. Additionally, the title opinion will identify title faults and provide suggested curative options to cure those defects. Curative is by

far the most widely used method to mitigate risk. Once the title faults are identified, a producer and its landmen and attorneys can seek to resolve these title faults by a variety of methods. The process is designed to correct any faults in the public record so that the public record reflects the actual ownership of the land.

Therefore, documents missing from the record or substitutes for them are recorded, documents correcting mistakes are executed by the relevant parties and placed of record, and ambiguous ownership is corrected by agreements between the parties or by judicial action. However, the faulty records that the defendants knew about and created still exist without a cure or an attempt to cure. Drilling title opinions are often the first title opinion obtained by each oil company. The drilling title opinion should be obtained prior to drilling a well to manage all possible risk that can accrue. It should reflect an examination of the real property records, minerals estate, judgment records, probate records, etc. It should name the record title owners of the surface, the mineral fee, royalty interests, and the working interests. The title opinion should describe any defects or exceptions to the title which would affect the ownership as stated in the opinion. Often title attorneys limit curative requirements regarding royalty and overriding royalty issues in a drilling title opinion as curing such matters is not a prerequisite to drilling a well. However, many operators use the drilling title opinion to pay proceeds and it is a service to the client to point out any potential problems in these areas as well. When allegedly interest owners state interest after commenced drilling factor, steps to be taken to proven heirship with concurrent family laws. Plaintiff must correct lineage from Jeff Nobles Sr, any/all legal conveyances by Texas law to establish the correct interest in the property mentioned herein

through Trespass to Try Title. This will include all family descending from Jeff Nobles Sr and all Defendants stated above.

JURISDICTION AND VENUE

This court has jurisdiction over this action pursuant to Texas Property Code §22.001, et. seq., since Plaintiff is seeking to confirm title to land and mineral rights. This Court may exercise personal jurisdiction over Z. C. Walker survey Abstract-757, therefore maintains its location in Shelby County, Texas. Venue is proper in the Shelby County District Court because this suit contains, in part, an action to Trespass to Try Title to real property situated in Shelby County, Texas.

Facts

Plaintiff, WAYMOND NOBLES commenced interest through Jeff Nobles son, Willie Nobles, grandson Elzie Lee Nobles (Waymond's father). WAYMOND NOBLES who currently is an heir holds 100% undivided interest in the Z.C. Walker Survey located in Shelby County, herein described of the following tracts:

Tract 1: 70 acres described in the Deed from C. P. Huntington to Jeff Nobles dated December 28, 1896, recorded in (*Volume 24, pg 155*), Deed Records, Shelby County, Texas,

Tract 2: 13.7 acres of land described in the Deed from O. H. Polley to Jeff Nobles dated April 4, 1904, recorded in (*Volume 60, pg 30*), Deed Records, Shelby County, Texas, to which said Deeds, and their records, reference is here made for all purposes.

- 1) According to Shelby County Deeds Record, Jeff Nobles 1st tract of land was purchase from C. P. Huntington consisting of 70 acres on December 28, 1896 which was recorded in (*Volume 24, pg. 155*).
- 2) The 2nd tract of was purchased on April 04, 1907 from O.H. Polley consisting of 13.7 acres recorded in (*Volume 60, pg. 30*) in the Deeds Records in Shelby County, Texas.
- 3) Jeff Nobles Sr. and first wife Emily Boothe Goodwin Nobles had (5) five children within their union (**Exhibit A**) (instrument #1986007338, 199900128, 2015001345 & instrument #2018003401) as listed below:

Charlie Nobles, Jeff Nobles Jr., Willie Nobles Sr., Lura Nobles and Emma Nobles. The children received Jeff Nobles Sr., and Emily Nobles interest by heirship/descendants in undivided property since there was no will (Intestate) (description mentioned above). Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (*Tex. Est. Code §101.002*). This means that each person owns an 100% undivided interest in the property but there is no automatic right of survivorship. **When one co-owner dies, the interest of the deceased co-owner goes directly to that person's heir or heirs, either by will or by intestate succession.** In this case it will be devised as interstate succession, since no

probated/non-probated will was commenced prior to their death. The line of succession is vertical, downward to the heirs of the deceased, rather than horizontal. The main thing to know about being Tenants in Common is that each owner has what is called an “**undivided interest**” in the parcel. Having a 100% undivided interest means that no one owner has a specific piece of the land, but rather a share (or “interest”) in the entire property. Therefore, selling of “**acres**” will be prohibited under undivided property that was never partitioned, one would merely be selling or signing over their interest in the parcel. Whereas, certain defendants “outside the blood line” would have received interest from **Charlie Nobles** by either sell or will only, not actual **3.45** acres herein property mentioned above (*Exhibit B Charlie Nobles Deed instrument no. 073000174163*). The heir apparent, however, may agree (1) to transfer the inheritance once received, or (2) not to claim a future inheritance. As long as the agreement meets all the requirements of a contract (e.g., offer, acceptance, and consideration), the court is likely to enforce the agreement if the heir apparent fails to perform upon the intestate’s death. See *Mow v. Baker*, 24 S.W.2d 1 (Tex. Comm’n App.—holding approved 1930) and *Birk v. First Wichita Nat’l Bank of Wichita Falls*, 352 S.W.2d 781 (Tex. Civ. App.—Fort Worth 1961, writ ref’d n.r.e.) (the court made the anomalous statement that “[a]n expectancy may be conveyed” but decided on contract grounds). Therefore, if this deed is accurate, it is still considered inheritance property and Charlie Nobles never had any children the property will be placed back in the bloodline of other descendants from Jeff Nobles SR.,

- 4) Jeff Nobles SR. married second (2) wife Eliza King Nobles (1902) within this union they also had (5) children as stated below:

Henry Nobles, KP Nobles, Mody Nobles and Maude Nobles. The children mention herein never had children except Jesse Nobles; Jesse Nobles had a son name Jesse Ray Nobles who is deceased and had one son named Carlton David Nobles. Carlton Nobles later conveyed his **100% INTREST** to the property listed above to JD Minerals and Jon S. Brown on April 15, 2000 (**Exhibit B instrument no. 2000002862**) and was filed on April 25, 2000 (*Vol 884 Pg. 331*); as mentioned above only interest can be sold not acres and in this case of Carlton Nobles only his interest at that time was sold to the parties (JD Minerals & Jon S. Brown). Jeff Nobles died prior to Eliza King Nobles leaving here with half of his interest and the rest to their children (**§201.00. (A)(B)(2)**). Therefore, all interest that Eliza King Nobles received, after her death will be transferred to the descendants of Jeff Nobles and Emily Nobles children except Carlton David Nobles interest that was sold to JD Minerals and Jon S. Brown due to the line of succession is vertical, downward to the heirs of the deceased, rather than horizontal (*Tex. Est. Code §101.002*).

- 5) October 13, 1930 two (2) deeds were created, the first one from Lura, Emma, Willie and Jeff Nobles Jr., to their sibling Charlie Nobles and was filed on November 1, 1930 (**Exabit C Deed Vol., 147 Pg. 569**). The second (2) one from Eliza Nobles buying from Charlie Nobles and his siblings, filed it on October 22, 1930 (**Exhibit D Vol. 146 Pg. 533**). Both deeds mention 3.45 acres from the

property list herein. Therefore, if this was legal and the siblings did give her a deed for the 3.45 acres, the property would still fall to all descendants from Jeff Nobles Sr., The deed the siblings created to Charlie Nobles never had Eliza Nobles on there, which in all proved they didn't have interest since it was conveyed to Eliza Nobles prior. However, as mention above, according to the Texas estate codes law; Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (*Tex. Est. Code §101.002*). This means they each person owns an *undivided interest in the property*. Therefore, acres are not to be sold just your interest that one would have in the property. Either way Charlie Nobles had no children and Eliza Nobles died without a will (*Intestate*). All property from those two (2) deeds mentioned above will go to the living heirs that descend vertical, downward. Also, if in fact the documents are accurate Eliza Nobles filed her document on October 22, 1930, voiding the document Charlie Nobles filed due to error since only Eliza Nobles had the acres not etal as stated on the document. If this is true Eliza Nobles passed with no will along with all her children and no grandchildren leaving only the heirs of Jeff Nobles Sr., first five (5) children living and receiving her interest.

- 6) Charlie Nobles married Johnnie Mae Donaldson, within this union there were no children by birth or adoption. Charlie Nobles dies prior to his wife Johnnie Mae, therefore leaving her 1/3 of life estate. Therefore, according to Texas Probate Laws, this means that the surviving spouse is entitled to use one-third of the real

property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. Once again proving by law that Johnnie Mae Donaldson's heirs receive nothing from the bloodline of Jeff Nobles SR., descendants. Distribution of Separate Property of Married Intestate Unlike most states, (**Texas in Probate Code (1) Surviving Descendants (B)**), Real Property, the surviving spouse receives a **life estate in one-third** of the deceased spouse's separate real property. This means that the surviving spouse is entitled to use one-third of the real property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. The rest of the property, that is, the outright interest in two-thirds of the separate real property and the remainder interest following the surviving spouse's life estate passes to the deceased spouse's children or their **descendants**. Each title to every estate of inheritance, real, personal or mixed, owned by the intestate decedent passes to the heir or heirs. (*Estates Code §201.001; et seq*). This may include an interest in partnership property, an estate in co-tenancy, a right to a patent, or any other title or estate whether assignable or not during life and whether exempt or not from claims of creditors. Included is property acquired by limitation.

- 7) 05-21-1965 Audus (Andes) Exploration Co., filed an Oil and Gas lease with Charles Nobles concerning only the 3.45 acres of tract in Z.C Walker Survey (*Instrument #123100061024*).
- 8) 01-16-1967 Audus Exploration Co., and Cleveland Dear Jr filed an agreement for

said property mentioned herein (**instrument# 112500065550**) giving Mr. Dear interest in said land from one undivided interest owner only, not all of them.

- 9) 05-25-1965 Audus (Andes) Exploration Co., filed an Oil & Gas Lease with Mody, Charles, Juanita, Willie, Jesse, Cammie and Jeff Nobles Jr.
- 10) 06-2-1970 Cleveland Dear Minerals filed an Oil & Gas Lease with Juanita Jackson & Charles Nobles (**instrument #112300263055**).
- 11) 04-29-1970 Cleveland Dear Minerals filed another Oil & Gas Lease with J.E. Nobles, Cammie Nobles, Willie Nobles, Johnnie Mae Nobles and Mody Nobles.
- 12) 03-25-1975 Jessie Nobles sold her interest to Jeff and Cammie Nobles (**instrument #0529027751**).
- 13) 05-31-1977 Cleveland Dear Jr filed a release with the heirs then listed above (**instrument #112500267885**).
- 14) 09-22-1980 Cammie and Jeff Nobles Jr. filed an Oil and Gas lease with Carl E. Couch (**instrument # 12310069468**) for three (3) years and another lease (**instrument #12310074877**) for (2) years on 09-21-1981.
- 15) 09-25-1984 Dalton Greer filed a promissory note against Jeff Nobles Jr., stating two (2) tracts in all (not his interest). This promissory note was not a mortgage loan against the property in question. In 1985 Dalton Greer only filed a Trustees Deed (**instrument no. 102900242384**). There is no judgment filed in Shelby County, Texas courts against Jeff Nobles Jr., or any of the heirs descending from Jeff Nobles Sr. According to *Texas Property Code & Liens subchapter c., enforcement of liens (section 59.041 (b) of this section, a lessor may enforce a*

lien under this chapter only under a judgment by a court of competent jurisdiction that forecloses the lien and orders the sale of the property to which it is attached.

The writing in the Trustee Deed speak of both tracts of Jeff Nobles Sr., instead of Jeff Nobles Jr., interest. Therefore, Dalton Greer and his heirs of today should not be in possession of shared interest in the mineral estate. The Defendants created an invalid Oil & Gas Lease with the Greer's knowing there is no judgment against the Jeff Nobles Jr., or the other heirs.

- 16) 04-19-1985 Marshal Exploration Inc., filed a partial release from Jeff Nobles and Cammie Nobles that was created by Carl Couch instrument #'s **(19850003156, 19850003157)**.
- 17) 01-23-1986 Johnnie Mae Donaldson filed an Affidavit of Heirship stating that she and Charlie Nobles never had children nor adopted children within their union **(instrument # 1986007335)**, therefore, Texas Probate Laws, this means that the surviving spouse is entitled to use one-third of the real property during his or her lifetime, and upon his or her death, the children (or descendants) will have full title to the separate real property of the decedent. Once again proving by law that Johnnie Mae Donaldson's heirs receive nothing from the bloodline of Jeff Nobles descendants. Allowing Johnnie Mae Donaldson sibling (s) i.e., Mae Bertha Ward to come in is fraudulent under the **(Tex. Est. Code §101.002)** laws. However, the Defendant's allowed this to commence and continue without proving heirship within the bloodline.
- 18) 06-19-1986 Bill Hill et al filed a Utilization Agreement that adhered the property

in question (**instrument # 19860009434**).

- 19) 01-142005 Westco Family Limited Partnership filed a document stated that William Nobles Jr., signed his interest over to them (**instrument #2005000945**), Willie Nobles Jr., died in 1997, therefore his interest was never signed over in 2005. Fraudulent documents were filed by WESTCO Family Limited Partnership committing theft from the Nobles interest including (Plaintiff's) interest and the right to enjoy, sell, have and to hold all mineral interest to said property herein.
- 20) 04-01-1996 Defendants Bill Hill etal allowed Mary Jo Harris children Jessie Mae Moody, James Harris, Betty Harris, Curtis Harris (Involuntary Plaintiffs) to sign an Oil and Gas Lease while their mother Mary Jo Harris was still living. Mary Jo Harris never entered an Oil and Gas Lease with Defendant's Bill Hill etal while she was living. Defendants Bill Hill conspiracy to commit fraud by signing up individuals who was not in line of heirship at the time. Once the Defendants knew that the actual heir never signed a lease Defendants sent out on February 28, 1996, stating Mary Jo Harris never signed a lease. Therefore, allowing her children (while she was still living) to sign an oil and gas lease created a fraudulent pattern from the defendants. Once Mary Jo Harris passed away (passed away August 22, 2000) then and only then would her children become heirs of the Nobles Estate by Texas Law. To remedy this problem, (*Texas Probate Code §47*) imposes a survival period of 120 hours (5 days). If a person survives the decedent but dies prior to the expiration of the survival period, the property passes as if the person had predeceased the decedent (*See Glover v. Davis, 366 S.W.2d 227 (Tex. 1963)*).

I CAUSES OF ACTIONS

1. TRESPASS TO TRY TITLE: Each allegation contained in the above paragraph is re-alleged as if fully stated herein. Jeff Nobles Sr. purchased both tracts of land situated in Shelby County, Texas in the Z. C. Walker Survey Abstract 757 as mentioned herein. In fact, Plaintiff (WAYMOND NOBLES) now is co-tenant to the current heirs that are in leases with Bill Hill et al., Texas law presumes that if two or more non-spouses are named as co-owners, and nothing more is said, then they are tenants-in-common (*Tex. Est. Code §101.002*). This means they each person owns an undivided one-half interest in the property. The line of succession is vertical, downward to the heirs of the deceased, rather than horizontal, across to the co-owner. Plaintiff is due monetary gain for not being part of any leases. The Plaintiff will show that she has a lawful right to possession then and now. Plaintiff will also show how the defendants' trespass caused injury to the plaintiffs' right of possession. (*Strong v. Garrett, 224 S.W.2d 471, 476 Tex. 1949*).

Causes plaintiff to be without access to the property, documents plaintiff right of payment(s) through many years. TRESPASS TO TRY TITLE. PROPERTY CODE (a) A trespass to try title action is the method of determining title to lands, tenements, or other real property including ownership of mineral estates. To prevail in a trespass-to-try-title action, a plaintiff must usually (1) prove a regular chain of conveyances from the sovereign, Plaintiff, WAYMOND NOBLES commenced interest through Jeff Nobles son, Willie Nobles grandson Elzie Lee Nobles. WAYMOND NOBLES 100% undivided interest in the Z.C. Walker Survey located in Shelby County, herein described of the following tracts: (2) establish superior title out

of a common source, descending from Jeff Nobles estates and filed Affidavit of Heirship and Owner of Interest from WAYMOND NOBLES (3) prove title by limitations, or (4) prove title by prior possession coupled with proof that possession was not abandoned." (*Wilhoite v. Sims*, 401 S.W.3d 752, 760 Tex. App.-Dallas 2013, no pet.) (*Murphy v. Sun Oil Co.*, 86 F.2d 895 5th Cir. 1936). Plaintiff recorded and filed all direct evidenced meeting all elements that must be meet in relations to Trespass to Try Title. Plaintiff ask this court to cure all defected title that is mention herein in Plaintiff favor. Plaintiff father (Elize Lee Nobles never signed a lease with Bill Hill Oil & Gas or any other Oil & Gas company prior to Defendants. As time passed, the children of Elize Lee Nobles (Plaintiff) Waymond Nobles never received or signed a lease with the Defendants. A chain of title has been on filed without objection as far back as 1986. The property in question was never abandoned at any time. Bill Hill Oil & Gas decided to all the heirs of the Johnnie Donaldson to come in without notifying the descendants of Jeff Nobles Sr., in order to bring up any and all issues related to Texas Probate Laws concerning heirship. Defendants allowed 3.45 acres of Z.C. Walket to be subtracted from the heirs of Jeff Nobles Sr., without doing research to prevent complications and errors in the division order. Bill Hill Oil & Gas was in possession of the minerals (operator) when Westco Family decided to file a fraudulent document conveying more interest away from the heirs of Jeff Nobles Sr., without informing the family to be able to bring up any and all issues against Westco. The financial issues Westco created has been a major issue to where the funds are now and why the Defendants choose not to say anything before, during or even after they discovered it was a fraudulent conveyance. Plaintiff request this court to cure all defects in the interest for the heirs of Jeff Nobles Sr., through direct evidence proving FRAUD and THEFT.

II CAUSE OF ACTION

Each allegation contained in the above Paragraphs is re-alleged as if fully stated herein. Defendants' actions further constitute ***THEFT*** as defined in the Texas Theft Liability Act, Texas *Civil Practice & Remedies Code, Chapter 134*. Under the Texas Theft Liability Act, an individual, corporation, or other "person" who commits theft is liable for the damages resulting from the theft. *Tex. Civ. Prac. & Rem. Code Ann. §§ 134.001-.005*. Theft is defined as "unlawfully appropriating property or unlawfully obtaining services" as described by certain sections of *the penal code. Id. § 134.002*. The section at issue here is section 31.03, which states (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property. (b) Appropriation of property is unlawful if: (1) it is without the owner's effective consent; (2) the property is stolen, and the actor appropriates the property knowing it was stolen by another. (*Tex. Penal Code Ann. § 31.03 (Vernon Supp. 2009)*) Defendants did not obtain consent of the lawful owner to appropriate the Property. Defendants unlawfully appropriated Plaintiffs' Property with constructive and/or actual knowledge that the Property was partitioned, when in fact it was not portioned but undivided property. Defendants appropriated the Property with the intent of depriving the lawful owner ('s) of the Property. The property in question deprived from Jeff Nobles Sr., status of Intestate (Dying without a will in Texas). Therefore, his offspring will atómically receive undivided interest in the property, not divided parts or acres, as of which the Defendants proceeded with against Plaintiff. Bill Hill etal and those prior to the defendants assumed heirship was horizontal and not vertical. Bill Hill etal commenced utilization in 1986 and filed the same unsigned Oil and Gas leases from the previous

Oil and Gas Leases with no signature on them. Plaintiff never received no Gas payment from any Gas company that drilled on said property and monetary gained without completing their own title opinion and pooling certain leases without having all the tracts and leases will voids any pooling agreement. Absent the use of forced pooling (through the Mineral Interest Pooling Act in Texas), the lessee under an oil and gas lease does not have any right to pool the estate covered by its lease without the express authority of the lessor. See Jones v. Killingsworth, 403 S.W.2d 325 (Tex. 1965); see also Brown v. Smith, 174 S.W.2d 43, 46 (Tex. 1943) (providing that an interest in land cannot be changed, altered, conveyed or in any way disposed of without consent). According to the pooling agreement, the defendants do not have all the undivided heir's permission to be in a pooling or utilization set. Not holding all the tracts within a pooling agreement would void the entire pooling agreement. Plaintiff seek that oil and gas leases within the pooling agreement be voided, the pooling agreement itself be voided, monetary be paid in loss of access of all any oil & gas wells herein tracts stated above. Allowing non-heirs to enter into an oil and gas lease while an heir is active and alive. These are the rationales Plaintiff will prove that the Defendants in question committed fraudulent acts, that created a division and notorious issue with the heirship of the Jeff Nobles Sr., descendants. Damages that resulted in the defendant's careless decisions relating to the Z. C. Walker Survey abstract 757 as described herein. Plaintiff ask the court to render damages in favor of Plaintiff against the Defendants etal due to negligence in handling leases and the property.

III CAUSE OF ACTIONS

Each allegation contained in the above Paragraphs is re-alleged as if fully stated herein.

Plaintiff Equitable elements: cause of action, probable right to recover; probable, imminent, and irreparable harm; and no adequate remedy at law • Texas Civil Practice and Remedies Code Section 65.011 Must follow correct procedure – sworn application, correct allegations, bond, specific order, service. An injunctive relief clause is a component of a contract that specifically orders one party or both parties of the contract to refrain from doing an act that would cause harm to the other party. Until this case has reached merits on the fraudulent conveyance and the undivided interest of Plaintiff (Waymond Nobles) is corrected and filed in this court case, each Oil & Gas Company that has been listed in this lawsuit must stop all payments and productions until a cure is set and implemented. The damages that has accrued will be hard to fight if continuance of payments and production is not temporary stopped or placed on hold until the court has made its decision based on the merits alone. Payments that are suspense without knowledge of Plaintiff will cause continuous harm. The only possible remedy would be temporary stop all payments and production.

EXEMPLARY DAMAGES

Each and every allegation contained in the above Paragraphs is re-alleged as if fully stated herein. Pleading further, and alternatively, if necessary, Defendants are guilty of misconduct which was committed knowingly, intentionally, maliciously, wantonly, fraudulently, and in reckless and callous disregard of the legitimate rights of the Plaintiffs so far as to justify the imposition of exemplary damages. Plaintiff is not required to plead the measure of damages, and need only allege sufficient facts to stated cause of action from which the court and determine the

proper measure of damages, the new Texas Rules of Civil Procedure requires certain pleading requirements or the court may kick back the petition. *Under Texas Rule 47*, if Plaintiff is pleading unliquidated damages, Plaintiff must only plead that they are within the jurisdictional limits of the court. Nominal and exemplary damages are considered special damages and must be specifically pleaded. *Texas Rules of Civil Procedure 56*, Plaintiff will show that Defendants disregarded Plaintiff rights to utilize property for enjoyment and the right to lease under undivided interest to the property in question. Defendants have allowed other person(s) to enter oil & gas leases without interest by heirship or court order. Defendants have also contaminated Plaintiff property, preventing future drilling possibilities. Stripping away Plaintiff way of life of receiving future monetary gain to pass down to future heirs. Defendants have acted irresponsibly and negligent while operating on Z.C. Walker Survey as mentioned above, Plaintiff request Exemplary Damages from Defendants etal for their negligence and fraudulent acts. Plaintiff lawsuit against all defendants estimated a total of 2.5 million dollars in damages and Tex. Bus. & Com. Code § 54.004(1) for Treble Damages.

CONCLUSION

Evidence through the Texas Estate Laws will show that when a someone dies without a will dealing with real property the Texas laws consider it to be (intestate) therefore, all personal property will be undivided property descending to all heirs. Each heir will have 100% interests in the undivided property, unless one wills or sells their interest only. Plaintiff will also prove through the Shelby County Courts, that this property in question was never partitioned, nor a

case against the past and future heirs of Jeff Nobles SR., to have the heirs of Dalton and Celie Pearl not the Donaldson's they have lawful interest in the property herein. Plaintiff request all production be cease until the completion of this case. Each Oil & Gas Co. should produce evidence of title opinion prior to drilling or contract to protect themselves from future liability. Remembering each title opinions reflect the record title ownership for the lands covered by the opinion along with a description of any **title faults** and what is required to **cure the title fault**. Title opinions are used for various purposes. Plaintiff have not received any monetary gain from Bill Hill etal within the five (5) years or more, Plaintiff never signed a lease with defendants however, one can negotiate their own oil and gas lease with the same or a different production company. Since Plaintiff do not wish to lease their mineral rights interest, they are entitled to a share in the profits obtained by the production lessee. These are the rationales Plaintiff will prove that the Defendants in question committed fraudulent acts, that created a division and notorious issue with the heirship of the Jeff Nobles Sr., descendants.

Damages that resulted in the defendant's careless decisions relating to the Z. C. Walker Survey abstract 757 as described herein. Plaintiff ask the court to render damages in favor of Plaintiff against the Defendants etal due to negligence in handling leases and the property as a whole. According to Texas Laws governing Trespass to Try Title one must be named served and answer (due process) to meet all standards to the suit. All who may have interest according to the court documents and title abstract are named and will be served. If the name of a person or company have not been named and is entitled to service of citation, but is unknown, we asked the court to allow Plaintiff to serve via publication. In suits authorized by Section 17.005, Civil Practice and Remedies Code, all persons claiming under such conveyance whose names are

known to plaintiff shall be made parties by name and cited to appear, in the manner now provided by law as in other suits; all other persons claiming any interest in such land under such conveyance may be made parties to the suit and cited by publication under the designation "all persons claiming any title or interest in land mentioned above. Plaintiff ask this court to grant Plaintiff monetary financial favor from proven damages, interest from treble and proven fraud from Defendants etal. Plaintiff request mandatory mediation to prevent timeless hours in the court room, reputation tainted via media and un-necessary financial spending resources towards a lawsuit. In order for Plaintiff to identify what interest Plaintiff holds, one would first cure all defected, unlawful interest holders in property mentioned above.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff wishes to cure all defected title within the property mentioned and described above.

WHEREFORE, PREMISES CONSIDERED, Plaintiff ask this court to look at all merits presented to this petition and solely giving ruling on merits, status and laws.

WHEREFORE, PREMISES CONSIDERED, Plaintiff seek monetary damage from defendants dividing (partitioning) property without consent from all rightful interest owners, from all past and current oil and gas companies who gained any type of monetary from the entire property without a signed lease.