

Order Dated September 22, 2017 for the  
APIC B #2H (# 0865630001) 267173

SAN ANTONIO / Land Admin - T



## DIVISION ORDER

|                                        |                                    |
|----------------------------------------|------------------------------------|
| EOG Resources, Inc.                    | Owner #: 267173                    |
| P.O. Box 4362                          | Date: September 22, 2017           |
| Houston, Texas 77210-4362              | Division Order No: 0865630001      |
| Attn: Land Admin - Ta - (713) 571-4414 | Product(s): ALL PRODUCTS           |
| LandAdm_CallCenter@EOGResources.com    | Effective Date: INITIAL PRODUCTION |
| Form Type: Texas Statutory 2011        | Owner Name: JOHN BARRY BAKER &     |

**WELL:** OLYMPIC B #2H  
**OPERATOR:** EOG RESOURCES INC

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil and gas and related liquid hydrocarbons produced from the property described below. The word "oil" shall also include condensate, distillate and other liquid hydrocarbons, and the word "gas" shall also include casinghead gas. This Division Order shall apply to production from the following described property situated in the County of Gonzales, State of Texas, to wit:

**OLYMPIC B #2H, LOCATED IN THE DANIEL DAVIS  
SURVEY, ABSTRACT 11, OF GONZALES COUNTY, TEXAS.  
API#42177337550**

EOG Resources Inc. ("Payor") will make distribution of proceeds from the sale of gas and/or oil, as applicable, from the above described property in accordance with the following division of interest:

| Owner No. | Owner Name                                                                                               | Interest in Total Production | Interest Type |
|-----------|----------------------------------------------------------------------------------------------------------|------------------------------|---------------|
| 267173    | JOHN BARRY BAKER &<br>ROBERTA A BAKER<br>PO BOX 1396<br>ATHENS, TX 75751-1396<br>SSN/TAX ID: 462-90-9007 | 0.00029749                   | RI            |

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 ("owner") who executes this agreement:

- TERMS OF SALE:** The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties of 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 this division of interest, no later than 60 days after the end of the calendar month in which subsequent oil or gas production is sold, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months' proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, 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 division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the 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.
- TERMINATION:** Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.
- NOTICES:** The owner agrees to notify payor in writing of any change in the division of interest, 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.
  - Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.
  - In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.