

eog resources

DIVISION ORDER

Resources, Inc.	Owner #: 267173
Box 4362	Date: October 05, 2018
ston, Texas 77210-4362	Division Order No: 0873310001
c: Land Admin - (713) 571-4414	Product(s): ALL PRODUCTS
dAdm_CallCenter@EOGResources.com	Effective Date: INITIAL PRODUCTION
m-Type: Texas Statutory 2011	Owner Name: JOHN BARRY BAKER &

SELL: OLYMPIC G #7H
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 hydrocarbons produced from the property described below. The word "oil" shall also include condensate, distillate and other. The word "gas" shall also include casinghead gas. This Division Order shall apply to production from the following described county of Gonzales, State of Texas, to wit:

**OLYMPIC G #7H, LOCATED IN THE DANIEL DAVIS
SURVEY, ABSTRACT 11, OF GONZALES COUNTY, TEXAS.
API#42177339100000**

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

Owner No.	Owner Name	Interest in Total Production
267173	JOHN BARRY BAKER & ROBERTA A BAKER PO BOX 1398 ATHENS, TX 76761-1398 SSN/TAX ID: 482-90-9007	0.00022958

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OR 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:

- 1. TERMS OF SALE:** The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all price agreed to by the operator for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections temperature and make deductions for impurities.
- 2. PAYMENT:** From the effective date, payment is to be made monthly by payor's check, based on this division of interest, no later in 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 purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 mo accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable interest or part of an interest that payee does not own.
- 3. INDEMNITY:** The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner which payor is made a party.
- 4. DISPUTE; WITHHOLDING OF FUNDS:** If a suit is filed that affects the interest of the owner, written notice shall be given to 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 created or authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the suit is settled.
- 5. TERMINATION:** Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date termination is received by either party.
- 6. NOTICES:** The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest, change of payment of money or expiration of time.
 - a. No change of interest is binding on payor until the recorded copy of the instrument of change or documents substantively evidence change are furnished to payor at the time the change occurs.**
 - b. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.**
 - c. Any correspondence regarding this agreement shall be furnished to the addressee listed unless otherwise advised by written per.**
 - d. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights of this state.**