

MF084013

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF084013	08-001529	SF-16389	BRAZOS
MF084013	08-039650	SF-16394	BRAZOS

Survey SANDLIN MALCOM R & JANE A, and etc.

Block

Block Name

Township

Section/Tract

Land Part

Part Description

Acres 14.73

<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
0	12000	

Name EDWARDS, GUS

Lease Date 8/3/1977

Primary Term 2 yrs

Bonus (\$) \$0.00

Rental (\$) \$0.00

Lease Royalty 0.1250

Leasing: _____

Analyst: _____

Maps: _____

GIS: _____



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

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EDWARDS, GUS

F281377

FREE ROYALTY LEASE M-84013

2
21

COUNTY: Brazos
TRACT : See Lease
PART :
ACRES : ~~958.456~~ (14.73 FR acres)
LESSEE : Gus Edwards
DATE : August 3, 1977
TERM : 2 Years
BONUS :
RENTAL:
FILE : SF 16389 & SF 16394

971.89 total acres See Change of Lease Description

Pass To: Legal BE
Rental NR
Min. A/c
Min. Map
gs

#1547 #2959

14.73 UNITAC

- 0 - NON-UNITAC

FREE ROYALTY LEASE M-84013

COUNTY (CODE) : BRAZOS (21)
SURVEY : SEE LEASE
BLOCK :
TOWNSHIP :
SECTION :
PART :
ACRES : (14.73 FR ACRES) 971.89TL. ACRES
DEPTH LIMITS :
BASE FILE (S) : SF. 16389 SF. 16394
CONTROL NO. (S) :

LESSEE : GUS EDWARDS
DATE : AUGUST 3, 1977
PRIMARY TERM : 2 years
ROYALTY :

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2. Contract to Lease Vacancy Strip " 10-30-80
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6. Ltr. fr Roger M. Lloyd 5-22-81
7. " " " " " 7-21-81
8. ^{copy of} Ltr. to Atty General 11-12-81 ls
9. Division Order 4-1-82
10. DIVISION ORDER 2-17-83
11. Ltr. to H. S. Edwards 2-8-83
12. Ltr. from Gary K. Edwards 2-21-83
13. Ltr. to E. C. Johnston CO. 9-19-83 ¹⁸⁹
14. Division Order 7-25-84
15. Ltr to Becky Miller 5-1-84 gs
16. Ltr to Becky Miller 5-2-84 gs
17. Unit Agreement & Ratification Kurten Woodbine Unit 10-9-84 gs
18. Ltr to Becky Miller 10-15-84 gs
19. Division Order 2-29-92
20. 1912-~~Revised~~ Omni Petro. Co 6-15-92
20. Annual rept ltr 2/25/97
21. D.O. 6-2-98
22. Annual Report letter 12/17/98
23. letter from vessail 6-28-05
24. Revised tract participatin 6-29-05
25. E-mail to Brian Gaudreau with Vess Oil Corp. 12-4-08
Faxed letter from Dan Miller -
26. Rep. for Vess Oil Corp. 12-4-08
27. Memo to file on 0.48-acre vacancy
- Tract within Kurten/Woodbine Unit 12-4-08

Scanned sm ~~10/03/2022~~ 10/03/2022

OIL, GAS AND SULPHUR GENERAL LEASE

THIS AGREEMENT made this 3rd day of August 1977 between

J. E. ROBERTS and wife, VIRGIA L. ROBERTS, and the other undersigned Lessors, as

Lessor (whether one or more) and Lessee, WITNESSETH: "GUS" EDWARDS

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 sulphur

housing its employees, the following described land in Brazos County, Texas to-wit:

TRACT NO. 1: Being all of the W. Berryman Survey in Brazos County, Texas.

TRACT NO. 2: Being all of the W. G. Wilson Survey in Brazos County, Texas.

TRACT NO. 3: (a) Being all of the J. S. Riley Survey in Brazos County, Texas. (b) Being out of the W. King and the A. McLaughlin Survey in Brazos County, Texas, and described as follows: Beginning at the Southwest corner of the W. L. Ellis Survey: Thence North 56 deg. W. 108 varas, a corner and a rock; Thence South 45 deg. W. 143 varas a corner in the W. King Survey and rock for corner in Mrs. E. C. Shirley's line; Thence South 56 deg. E 473 varas a rock and continue in the same course to the Southeast corner of a nine (9) acre tract in the A. McLaughlin Survey owned by Andrew E. Huegel, a dirt road; Thence Southeast with the dirt road until said road intersects the J. S. Riley Survey at its South corner; Thence Northwest with the West line of the said J. S. Riley Survey to the place of beginning. This tract (b), together with tract (a) immediately above contain 200 acres of land, more or less.

TRACT NO. 4: Being 75.1 acres of land, more or less, out of the William King Survey in Brazos County, Texas, and being the same lands as described in the deed from J. S. Riley to Mrs. E. C. Shirley which deed is recorded in Volume 54, Page 216 of the Deed Records of Brazos County, Texas.

TRACT NO. 5: Being a nine (9) acre tract of land out of the A. McLaughlin Survey and a 23.046 acre tract of land out of the William King Survey and the A. McLaughlin Survey; all lands being located in Brazos County, Texas, and being the same lands as described in the deed from Gerald L. Winn to Andrew E. Huegel by deed dated the 29th of November, 1973, and recorded in Volume 322, Page 144 of the Deed Records of Brazos County, Texas.

TRACT NO. 6: Being 25.06 acres, more or less, out of the William King Survey and the A. McLaughlin Survey in Brazos County, Texas, and being the same lands as described in the deed from James W. Smith, Jr., to Ellis H. Bird and wife Andrea Bird by deed dated the 6th of July, 1976, recorded in Volume 356, Page 883 of the Deed Records of Brazos County, Texas.

TRACT NO. 7: 94.25 acres, more or less, out of the A. McLaughlin Survey in Brazos County, Texas, and being the same lands as described in the deed from W. H. Cargill, et ux, to Louis Shirley, Jr., which deed is recorded in Volume 136, Page 351 of the Deed Records of Brazos County, Texas.

TRACT NO. 8: 19.5 acres of land out of the A. McLaughlin Survey in Brazos County, Texas, and being the same land as described in Tract 2 of that certain deed from John Seeley Caldwell to Louis Shirley, Jr., recorded in Volume 143, Page 601 of the Deed Records of Brazos County, Texas.

AUG 25 1977 FRANK BORISKE County Clerk, Brazos County, Texas

130917

It is specifically understood and agreed that coal, lignite and other bituminous substances are excluded from this lease.

958.456 acres, more or less. In the event a survey of said lands shall reveal the existence of excess and/or vacant lands adjacent to the lands above described and the lessor, his heirs, or assigns, shall, by virtue of his ownership of the lands above described, have preference to acquire said excess and/or vacant lands, then in that event this lease shall cover and include all such excess and/or vacant lands which the lessor, his heirs, or assigns, shall have the preference right to acquire by virtue of his ownership of the lands above described as and when acquired by the lessor, and he shall pay the lessor for such excess and/or vacant lands at the same rate per acre as the cash consideration paid for the acreage hereinabove mentioned.

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

1. The Royalties to be paid Lessor are: (a) on oil, one-sixth (1/6th) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line 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 substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of the gas on the date of sale, provided that on gas sold at the wells the royalty shall be the market value of the amount realized from such sale; where gas from a well producing oil or gas and condensate only is not sold or used, Lessee may pay or tender as royalty, by check or draft of Lessee, to the owner of such royalty, or to the depository bank named in the lease, on or before ninety days after the date on which said well is shut in and annually thereafter, and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof, and (c) on water produced from said land, except water from Lessor's wells, for all operations therefrom, the royalty on oil, gas and water shall be computed after deducting any gas used. Lessee shall have the privilege at his risk and expense of using any gas well on said land for steam and incand lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

3. If operations for drilling are not commenced on said land on or before one year from this date the lease shall then terminate as to both parties unless before such anniversary date Lessee shall pay or tender to Lessor or to credit of Lessor in Bank at Bryan, Texas (which bank and its successors 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 Twenty-three thousand, nine hundred sixty-one and 40/100- Dollars

23,961.40 Dollars, therein called rental, which shall cover the privilege of deferring commencement of drilling operations for a period of 12 months. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to said bank on or before such date of payment. If said bank for any successor bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessee shall deliver to Lessor a proper receipted instrument, naming another bank as agent to receive such payments or tenders. The down cash payment of rental on said land but Lessee is not engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are conducted with no cessation of more than thirty (30) consecutive days, and if they result in the production of oil, gas or other minerals so long thereafter as oil or other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land within six hundred sixty (600) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would under the same or similar circumstances.

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, and 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 left within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, and change of ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights hereunder. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of recorded instrument evidencing the same. 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 owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder.

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 save as herein expressly provided. If the obligation for reasonable payment should require the drilling of a well or wells, Lessee shall have ninety (90) days after ultimate judicial ascertainment of the existence of such obligation within which to begin the drilling of a well, and the only penalty for failure to do so shall be the termination of this lease save as to forty (40) acres of land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement, or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get materials, labor, equipment or supplies, or on account of any other similar or dissimilar cause beyond the control of Lessee, the period of such delay or interruption shall not be counted against Lessee, and the primary term of this lease shall automatically be extended after the expiration of the primary term set forth in Section 2 above, so long as such delay or causes for such delay or interruptions continue and for a period of six (6) months thereafter, and such extended term shall constitute and shall be binding for the purposes of this lease as a part of the primary term hereof. The provisions of Section 4 hereof, relating to the payment of delay rentals shall be applicable to the primary term as extended hereby just as if such extended term were a part of the original primary term fixed in Section 2 hereof. The Lessee shall not be liable to Lessor in damages for failure to perform any operation permitted or required hereunder or to comply with any covenant, agreement or requirement hereof during the time Lessee is relieved from the obligations to comply with such covenants, agreements or requirement.

11. Notwithstanding any other provisions of this lease to the contrary, this lease shall ipso facto terminate and become null and void unless Lessee or his successors or assigns has drilled or caused to have been drilled, on or before one (1) year from the date of this lease, a test hole in search of oil and/or gas on the above described lands, at a location of Lessee's choice to a depth sufficient to test the Woodbine Sand or to a maximum depth of twelve thousand feet (12,000') below the surface, whichever is the lesser depth. Failure on the part of the lessee, his successors or assigns, to have completed the drilling of said test well to said depth on or before one (1) year from the date of this lease shall ipso facto terminate this lease and the same shall thereupon be at an end and of no further force and effect. Further, upon the failure of the Lessee, his successors or assigns, to have drilled or caused to have been drilled said well to said depth within said time, in addition to the forfeiture of this lease as hereinabove provided, the Lessee herein or his heirs, executors or assigns, shall pay unto the Lessors herein the sum of Forty-Seven Thousand, Nine Hundred Twenty-Two and 80/100 Dollars (\$47,922.80) by depositing said sum to the credit of the Lessors herein in the depository bank hereinafter named, on or before the 3rd day of September, 1978.

1/3
\$2875.37

12. It is agreed that the Lessee, his successors and/or assigns, will pay Five Hundred Dollars (\$500.00) for each well located upon the above described premises prior to the commencement of drilling of said well. Also, the Lessee herein, his successors and/or assigns, will pay Two Hundred Fifty and No/100 Dollars (\$250.00) for each tank battery location, if not located at well location, prior to the time of installation of said tank battery. Such payment for locations shall be made to the surface owner upon which such locations are made. It is further agreed that if Lessee, his heirs and assigns, shall do any damages more than the necessary, ordinary and customary damages in drilling an oil well, then he, his heirs and assigns, in addition to the location damages as above mentioned, shall be liable for and shall pay to the Lessor for all such damages to livestock, growing crops, lands, fences, improvements, or appurtenances of any kind or character attached to or a part of said lands covered by this lease, and caused directly or indirectly by any operations of Lessee under the terms of said oil and gas lease. Lessee further covenants and agrees that if any slush pits or other pits are dug on said property, that he will within a reasonable time after they have served their useful purpose fill said pits and restore them in as good condition as possible.

13. The Lessee, his heirs, successors and assigns, shall not distribute payment for oil and/or gas sold from the leased premises, but the purchaser of oil and/or gas from the leased premises shall pay all parties who have any interest in any runs from the leased premises individually and direct, in proportion to the mineral acres owned by each in the aggregate acreage leased.

14. This instrument may be executed in duplicate originals, as many thereof as need be, and this instrument shall be binding upon any party executing any duplicate of said original, just as if said party had executed the original of said instrument together with all parties executing the original or any duplicate thereof.

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

Virginia L. Roberts
SS # [REDACTED]

Mary M. Alloway
SS # [REDACTED]

J. E. Roberto
SS # [REDACTED]

Thomas J. Alloway
SS # [REDACTED]

Ellis H. Bird
SS # [REDACTED]

W. R. Kimm
SS # [REDACTED]

Andrea Bird
SS # [REDACTED]

Eric M. Kimm
SS # [REDACTED]

SS

SS

Robert G. Hoyle

SS

SS

James H. Hoyle

James M. Hoyle

SS

SS

James H. Hoyle

James M. Hoyle

SS

SS

James M. Hoyle

SS

SS

James M. Hoyle

James M. Hoyle

SS

SS

Carl A. Hoyle

Carl A. Hoyle

SS

SS

James A. Hoyle

James A. Hoyle

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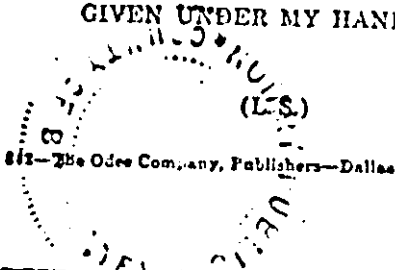
James A. Hoyle

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
J. E. Roberts and wife, Virginia M. Roberts
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of August A. D. 1977



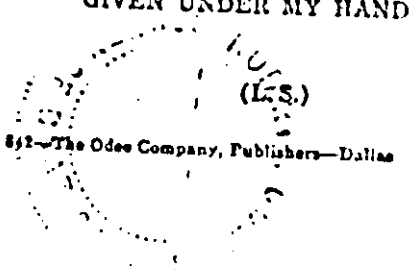
Denise Jester
Notary Public in and for BRAZOS County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Thomas J. Galloway and wife, Mary M. Galloway
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 1977



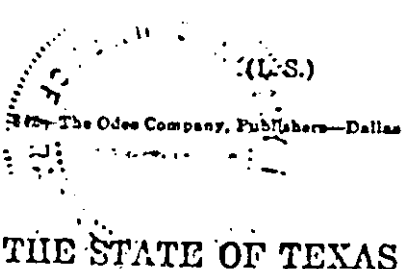
Denise Jester
Notary Public in and for BRAZOS County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Ellis H. Bird and wife, Andrea Bird
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 1977



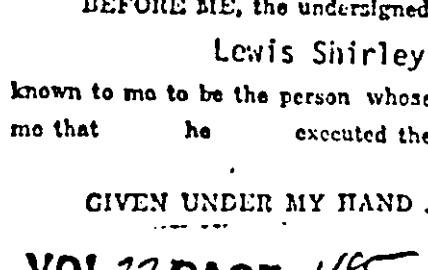
Denise Jester
Notary Public in and for BRAZOS County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 1977



Denise Jester

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Perry William Shirley and wife, Delores Drahem Shirley
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of August A. D. 1977

(L.S.)

Patricia R. Griffin
Notary Public in and for

County, Texas.

842-The Odeco Company, Publishers-Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Frank Shirley and wife, Gladys Shirley
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 1977

(L.S.)

Darlene Rominski
Notary Public in and for

County, Texas.

842-The Odeco Company, Publishers-Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
John Clifton Mathis, Jr. and wife, Elsie Mathis
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of August A. D. 1977

(L.S.)

Patricia R. Griffin
Notary Public in and for

County, Texas.

842-The Odeco Company, Publishers-Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Richard E. Ferguson and wife, Billie Dell Ferguson
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of August A. D. 1977

(L.S.)

Patricia R. Griffin
Notary Public in and for

County, Texas.

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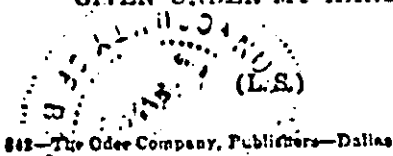
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Andrew E. Huegel and wife, Emmagene Huegel
known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 19 77



Denise Rister
Notary Public in and for BRAZOS County, Texas.

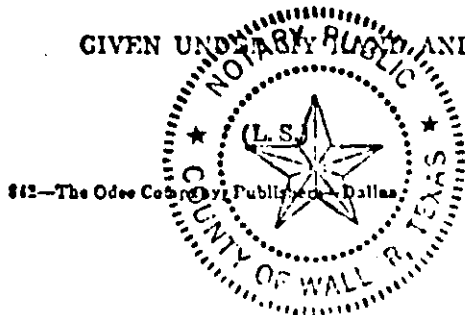
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF WALLER

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Lewis Shirley, Jr. and wife, Ruby Shirley
known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of August A. D. 19 77



L. Shirley Jackson
Notary Public in and for Waller County, Texas.

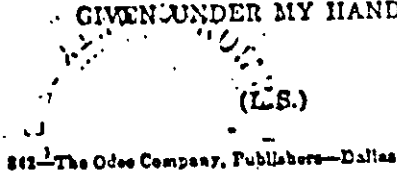
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

William R. Klemm and wife, Doris M. Klemm
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of August A. D. 1977



Denise Rister
Notary Public in and for Brazos County, Texas.

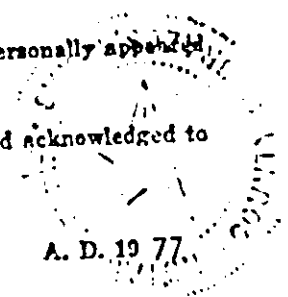
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Robert H. Strawser and wife, Carol A. Strawser
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of August A. D. 19 77



Gerald Robinson
Notary Public in and for Brazos County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF TRAVIS

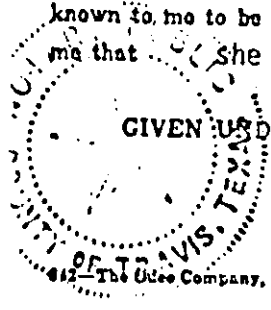
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Varena Balfour

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of August A. D. 1977

(L.S.)

Jeanne Bennett
Notary Public in and for Travis County, Texas.



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

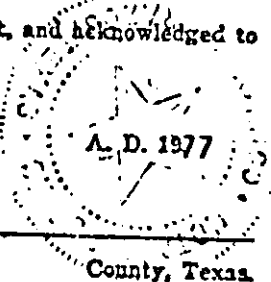
Malcom R Sandlin and wife Jane A. Sandlin

known to me to be the person whose names is one subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of August A. D. 1977

(L.S.)

Gerald Robins
Notary Public in and for Brazos County, Texas.



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF ~~TRAVIS~~ Brazos

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

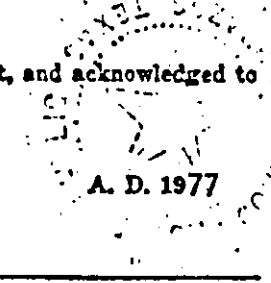
Bryant H. Krenek and wife, Betty Jane Krenek

known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of August A. D. 1977

(L.S.)

Emmie E. Ordway
Notary Public in and for Brazos County, Texas.



SINGLE ACKNOWLEDGMENT

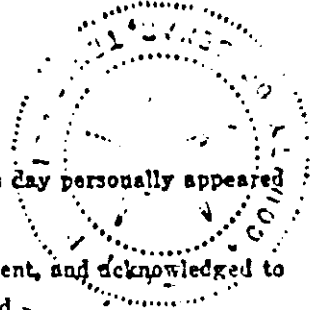
THE STATE OF TEXAS }
COUNTY OF BEXAR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Jerry D. Kollman and wife, Peggy Kollman

known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th of August A. D. 19 77



Pat A. M...

SINGLE ACKNOWLEDGMENT

THE STATE OF Florida }
COUNTY OF Hillsborough }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Roger M. Lloyd

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of August 1977

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

C. C. Johnson
Notary Public in and for State of Florida at Large Hillsborough County, Texas

812-The Odco Company, Publishers-Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF Florida }
COUNTY OF Hillsborough }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Bolivar J. Lloyd

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of August A. D. 1977

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS
(L.S.)

C. C. Johnson
Notary Public in and for State of Florida at Large Hillsborough County, Texas

812-The Odco Company, Publishers-Dallas

SINGLE ACKNOWLEDGMENT

THE STATE OF Florida }
COUNTY OF Hillsborough }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Edmund H. Lloyd

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of August A. D. 1977

(L.S.)

C. C. Johnson
Notary Public in and for State of Florida at Large Hillsborough County, Texas

812-The Odco Company, Publishers-Dallas

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

①

①

M. 84013
Sulphur Lease
File Dated 10-30-80
Bob Armstrong, Commissioner

414/661

CONTRACT TO LEASE VACANCY STRIP

STATE OF TEXAS I
 I
COUNTY OF BRAZOS I

KNOW ALL MEN BY THESE PRESENTS:

This indenture of a contract is this day made and entered into by ROBERT VERRI, JR., and wife, SHIRLEY SAM VERRI, JERRY D. KOLLMAN, and wife, PEGGY KOLLMAN, and MALCOLM R. SANDLIN and wife, JANE SANDLIN, of the County and State as hereinafter set forth in the respective acknowledgments to this instrument, hereinafter known and called "LESSORS", and "GUS" EDWARDS, of Abilene, Taylor County, Texas, hereinafter known and called "Lessee":

W I T N E S S E T H:

The Lessors along with the other property owners owning property in the W. G. Wilson Survey in Brazos County, Texas, along with numerous other property owners, did on August 3, 1977, make and execute an oil, gas and sulphur lease with the Lessee named herein and since the execution of said lease it has developed that some of the land so leased by Lessors to Lessee, to the extent of fifteen (15) acres, constitutes a vacancy strip and does not actually lie within the bounds of the W. G. Wilson Survey, although these Lessors and this Lessee thought that said acreage was in said survey but from the engineering work and surveying done, said 15 acre vacancy strip lies adjacent to the W. G. Wilson Survey and the Riley Survey, as shown by the plat attached hereto and made a part hereof which depicts the vacancy strip. Since these Lessors have owned and possessed said land under duly recorded deeds and have exercised ownership and dominion over said land comprising said vacancy strips the said Lessors are known and classified legally as "good faith claimants".

These Lessors recognize the fact that the Lessee has thus far expended some rather large sums of money on engineering and attorney's fees and will expend additional sums of money in order to provide these Lessors with an adequate set of field notes and a legal description of the aforementioned vacancy strip so that each of these said Lessors will then be able to file an Application with the General Land Office in Austin, Texas, and secure a patent for the portion of said 15 acre vacancy strip owned by each of these respective Lessors and thus perfect their title to the land which they thought they already owned anyhow. Lessors do by these presents mutually agree with Lessee that they will immediately after the securing of their aforementioned patent to the aforementioned vacancy strips, make and enter into a new oil and gas and sulphur lease with Lessee based upon their

FILED
At 11:55 O'clock A.M.
DEC. 29, 1978

1-3-79

155833

ownership as reflected by the papers issued them by the General Land Office at Austin, Texas, but it is agreed and understood by both parties hereto that said new lease to be executed by Lessors to Lessee will necessarily have to provide for the legal retention of a royalty interest by the State of Texas and in that respect the royalty retention by Lessors will be inferior and subject to the retention by the State of Texas. In all other respects, other than the correction of the legal description of the land owned by these Lessors, and the mineral retention by the State of Texas, said new lease is to be identical to the aforementioned lease executed on August 3, 1977, by these parties.

This instrument may be executed in duplicate originals, as many thereof as need be, and this instrument shall be binding upon any party executing any duplicate of said original, just as if said party had executed the original of said instrument together with all parties executing the original or any duplicate thereof.

IN WITNESS WHEREOF, this instrument is executed on the date as set forth in the acknowledgments hereinafter executed.

LESSORS:

Robert Verri, Jr.
Robert Verri, Jr.

Shirley Sam Verri
Shirley Sam Verri

Jerry D. Kollman

Peggy Kollman

Malcolm R. Sandlin

Jane Sandlin

LESSEE:

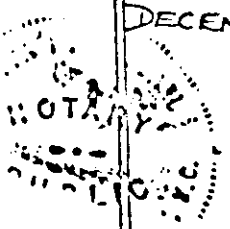
Gus Edwards
"Gus" Edwards

THE STATE OF NORTH CAROLINA I
COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT VERRI, JR. and wife, SHIRLEY SAM VERRI, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

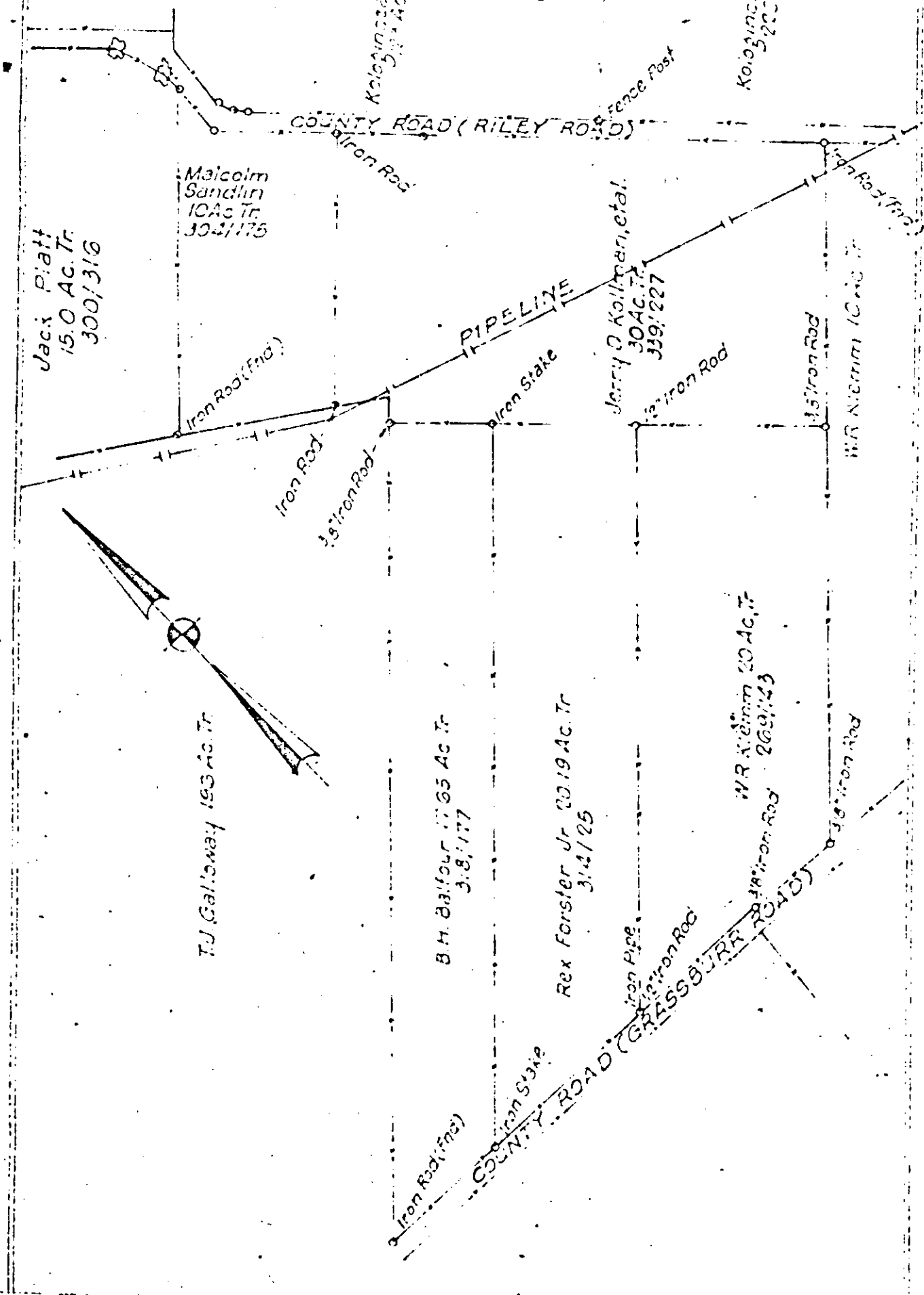
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of ~~October~~, 1978.

DECEMBER



Walter R. Sellard
Notary Public in and for
Mecklenburg County, N. Carolina

My Commission Expires May 26, 1982



**JACK PLATT, MALCOLM SANDLIN &
 JERRY D. KOLLMAN, ET AL PROPERTY
 BRAZOS COUNTY, TEXAS**

SCALE: 1" = 400'

OCTOBER, 1978

KLING ENGINEERING AND SURVEYING
 BRYAN, TEXAS

THE STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JERRY D. KOLLMAN and wife, PEGGY KOLLMAN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of October, 1978.

Notary Public in and for

County, _____

THE STATE OF TEXAS I

COUNTY OF BRAZOS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MALCOLM R. SANDLIN and wife, JANE SANDLIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of October, 1978.

Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS I

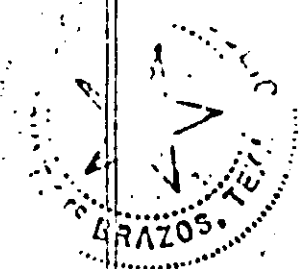
COUNTY OF ~~TAYLOR~~ BRAZOS I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of ~~October~~, 1978.
December

Sarah B. Moore

Notary Public in and for
Taylor BRAZOS County, Texas



②

②

84013

Contract to Lease Vacancy Strip

File Dated 10-30-80

Bob Armstrong, Commissioner

CHANGE OF LEASE DESCRIPTION

Vol 396 Page 450

THE STATE OF TEXAS
COUNTY OF BRAZOS

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore under date of the 3rd of August, 1977, J. E. Roberts and wife, Virgia L. Roberts, and others, as Lessor, did execute and deliver to "Gus" Edwards, as Lessee, an oil and gas lease, recorded in Volume 27, Page 481, of the Oil and Gas Lease Records of Brazos County, covering certain lands situated in Brazos County, Texas, and described as follows, to-wit:

Being 958.456 acres of land, more or less, out of the W. Berryman Survey, W. G. Wilson Survey, J. S. Riley Survey, William King Survey and the A. McLaughlin Survey, all situated in Brazos County, Texas, and more particularly described in said lease, and reference to said lease and the record thereof is hereby made for a metes and bounds description of said lands and for all other purposes;

WHEREAS, said lease and all rights and privileges thereunder are now owned and held by "Gus" Edwards; and

WHEREAS, it is the desire of the undersigned parties hereto to amend the description of the land included and to be included in said lease;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in cash in hand paid by "Gus" Edwards, hereinafter referred to as Lessee, to the other parties who execute this instrument, hereinafter referred to as Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, we, the said J. E. Roberts and wife, Virgia L. Roberts, and the other undersigned Lessors do hereby agree with "Gus" Edwards that the description of the land included and to be included in said lease is hereby amended so that said land shall be and the same is hereby described as follows:

143664

Vol 396, page 450
GUS EDWARDS

FILED
At 10:30 O'clock A.M.

MAY 9 1978

FRANK DORISKIE
County Clerk, Brazos County, Bryan, Texas
W. C. [Signature] Deputy

Date Recorded 5-10-78

TRACT NO. 1:

BEING part of the A. McLaughlin and the William King Surveys in Brazos County, Texas, described as follows, to-wit:

BEGINNING at the East corner of the A. McLaughlin Survey at a stake for corner on the Northwest boundary line of the Wesley Berryman Survey, a Post Oak 12" in dia. bears North 40 degrees West 45 varas:

THENCE South 45 degrees West with the McLaughlin Survey line 1058 varas to a stake in a pile of rock for corner, same being the Southwest corner of that 179 acre tract petitioned to Mary E. McMurry, by judgment dated April 5, 1880 Cause #1496, and recorded in Volume 3 Page 338 of the Deed Records of Brazos County, Texas, same being the Southwest corner of that certain 19.5 acre tract conveyed to Lewis Shirley, Jr. by deed recorded in Volume 143, Page 601 of the Deed Records of Brazos County, Texas;

THENCE North 45 degrees West with the Southwest boundary line of said 179 acre tract of land 697 varas to the Southwest corner of that certain 9.0 acre tract of land conveyed to Gerald L. Winn by deed recorded in Volume 309, Page 252, of the Deed Records of Brazos County, Texas, said corner being South 45 degrees East 278 varas from the Northwest corner of said 179 acre tract;

THENCE North 43 degrees 40.3' West along the Northeast line of Sheiga Heights Subdivision, same being the Southwest line of said Winn 9.0 acre tract, for a distance of 497.74 feet to an iron rod for corner;

THENCE North 43 degrees 15.5' East along the Northwest line of said Gerald L. Winn 9.0 acre tract for a distance of 326.92 feet to the Southwest corner of that certain 5.449 acre tract that was conveyed to Otis R. Maddox and wife by deed recorded in Volume 326, Page 571, of the Deed Records of Brazos County, Texas.

THENCE North 25 degrees 11.6' West with the West boundary line of said 5.449 acre tract of land a distance of 766.53 feet to a point for corner:

THENCE North 4 degrees 28.5' West continuing along the West boundary line of said 5.449 acre tract a distance of 200 feet to a point in the South right of way line of the Bryan-Chaney Bridge Road;

THENCE in a westerly direction along the South right of way line of said road to a point on the Southwest boundary line of the William King Survey, same being the Southwest corner of that certain 25 acre tract that was conveyed to Edward D. Randorff and wife by deed recorded in Volume 289, Page 794, of the Deed Records of Brazos County, Texas;

THENCE in a northwesterly direction with the Southwest boundary line of said King Survey to the Southwest corner of that certain 73 acre tract out of the William King Survey described in Volume 302, Page 855, of the Deed Records of Brazos County, Texas;

THENCE North 56 degrees West 504 varas with the McLaughlin and the King Survey lines to the Northwest corner of said King Survey;

THENCE North 45 degrees East with the Northwest line of the King Survey and the Southeast line of the Benson Survey 870 varas to the Northeast corner of said William King Survey;

THENCE Southeasterly with the Southwest lines of the W. L. Ellis Survey, the James S. Riley and the William G. Wilson Survey, and the Northeast line of the William King Survey and the A. McLaughlin Survey to the East corner of the A. McLaughlin Survey located on the Northwest boundary line of the Wesley Berryman Survey to the place of beginning.

TRACT NO. 2:

Being all of the W. G. Wilson Survey in Brazos County, Texas;

TRACT NO. 3:

Being all of the J. S. Riley Survey in Brazos County, Texas;

TRACT NO. 4:

Being all of the W. Berryman Survey in Brazos County, Texas;

and containing 971.89 acres of land, more or less.

I.

Notwithstanding any provision of the above mentioned lease to the contrary, the said lease is further amended so as to contain the following provisions, to-wit:

A. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain fifteen (15) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and Rex Forster, Jr., which contract is recorded in Volume 314, Page 25, of the Deed Records of Brazos County, Texas, ---- less that 2.099 acres thereof described in the deed from the Veterans' Land Board of the State of Texas to Rex Forster, Jr., recorded in Volume 321, Page 543, of the Deed Records of Brazos County, Texas, ---- reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of Rex Forster, Jr., and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to Rex Forster, Jr., individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the State of Texas attributable to the said 12.901 acres shall be the sum of \$161.26 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 12.901 acres shall be the sum of \$80.63 without proportionate reduction.

VOL 314 - Page 452

B. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain ten (10) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and Bryant H. Krenek, which contract is recorded in Volume F, Page 681, of the Deed Records of Brazos County, Texas, reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of Bryant H. Krenek, and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to Bryant H. Krenek, individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the State of Texas attributable to the said 10 acres shall be the sum of \$125.00 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 10 acres shall be the sum of \$62.50 without proportionate reduction.

C. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain ten (10) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and William Robert Klemm, which contract is recorded in Volume F, Page 685, of the Deed Records of Brazos County, Texas, reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of William Robert Klemm, and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to William Robert Klemm, individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the

State of Texas attributable to the said 10 acres shall be the sum of \$125.00 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 10 acres shall be the sum of \$62.50 without proportionate reduction.

D. So long as the Veterans' Land Board of Texas or the State of Texas owns an interest in the land herein described, then this lease is subject to S. B. No. 3, Acts of the 64th Legislature, Regular Session, 1975, and all terms and conditions of the above-mentioned Act are hereby incorporated by reference and made a part of this lease. This legislation requires the lease to provide that natural gas and casinghead gas be retained for use within the State of Texas, with the Railroad Commission having the right to grant exceptions as provided by said Act.

II.

Lessors hereby in all things adopt, ratify and confirm said lease and all of its terms and provisions as the same is hereby amended, and do hereby let, demise and lease all of the acreage above described and referred to unto the said Lessee, subject to and in accordance with all of the terms and provisions of said lease as herein amended and hereby stipulate that said lease is now a valid and subsisting lease in accordance with all of its terms and provisions as herein amended.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

This instrument may be executed in duplicate originals, as many thereof as need be, and this instrument shall be binding upon any party executing any duplicate of said original, just as if said party had executed the original of said instrument together with all parties executing the original of any duplicate thereof.

VOL 394 Page 454

WITNESS OUR HANDS AND SEALS IN DUPLICATE ORIGINALS, this

the 14th day of February, 1978.

LESSORS:

J. E. Roberts
J. E. ROBERTS

Virginia L. Roberts
VIRGINIA L. ROBERTS

Malcom R. Sandlin
MALCOM R. SANDLIN

Jane Sandlin
JANE SANDLIN

Varona B. Balfour
INDIV. AND AS EXECUTRIX OF THE
ESTATE OF BETTIE H. BALFOUR

Robert Verri, Jr.
ROBERT VERRI, JR.

Jerry D. Kollman
JERRY D. KOLLMAN

Peggy Kollman
PEGGY KOLLMAN

Leon A. Sevcek
LEON A. SEVCEK

Mardell G. Sevcek
MARDELL G. SEVCEK

Thomas J. Galloway
THOMAS J. GALLOWAY

Mary Galloway
MARY GALLOWAY

Lewis Shirley
LEWIS SHIRLEY

Edmund Henry Lloyd
EDMUND HENRY LLOYD

Bolivar Joseph Lloyd
FRANK SHIRLEY

Roger Milton Lloyd
GLADYS SHIRLEY

Perry W. Shirley
PERRY WILLIAM SHIRLEY

Delores Shirley
DELORES SHIRLEY

John Clifton Mathis, Jr.
JOHN CLIFTON MATHIS, JR.

Elsie Mathis
ELSIE MATHIS

Ellis H. Bird
ELLIS H. BIRD

Billie Dell Ferguson
BILLIE DELL FERGUSON

Richard C. Ferguson
RICHARD C. FERGUSON

Andrea Bird
ANDREA BIRD

Andrew E. Huegel
ANDREW E. HUEGEL

Emogene Huegel
EMOGENE HUEGEL

Lewis Shirley, Jr.
LEWIS SHIRLEY, JR.

Ruby Shirley
RUBY SHIRLEY

Edward D. Randorff
EDWARD D. RANDORFF

Florence I. Randorff
FLORENCE RANDORFF

Otis R. Maddox
OTIS R. MADDOX

Nealy J. Maddox
NEALY J. MADDOX

WITNESS OUR HANDS AND SEALS IN DUPLICATE ORIGINALS, this
the 14th day of February, 1978.

LESSORS:

J. E. ROBERTS

VIRGIA L. ROBERTS

MALCOM R. SANDLIN

JANE SANDLIN

INDIV. AND AS EXECUTRIX OF THE
ESTATE OF BURETTE H. BALFOUR

Robert Verry
ROBERT VERRI, JR.

JERRY D. KOLLMAN

PEGGY KOLLMAN

LEON A. SEVICK, JR.

MARDELL G. SEVICK

THOMAS J. GALLOWAY

MARY GALLOWAY

LEWIS SHIRLEY

Edmund H. Lloyd
EDMUND HENRY LLOYD

Bolivar Joseph Lloyd
BOLIVAR JOSEPH LLOYD

Roger Milton Lloyd
ROGER MILTON LLOYD

FRANK SHIRLEY

GLADYS SHIRLEY

PERRY WILLIAM SHIRLEY

DELORES SHIRLEY

JOHN CLIFTON MATHIS, JR.

ELSIE MATHIS

RICHARD E. FERGUSON

BILLIE DELL FERGUSON

ELLIS H. BIRD

ANDREA BIRD

ANDREW E. HUEGEL

EMMAGENE HUEGEL

LEWIS SHIRLEY, JR.

RUBY SHIRLEY

EDWARD D. RANDORFF

FLORENCE RANDORFF

OTIS R. MADDOX

NEALY J. MADDOX

Shirley "Sam" Verry
SAM VERRY

Vol 34 Page 456

REX FORSTER, JR.

BARBARA FORSTER

APPROVED:
CHAIRMAN, VETERANS' LAND BOARD

Bryant H. Krenek
BRYANT H. KRENEK

Betty Jane Krenek
BETTY JANE KRENEK

APPROVED: *Bob Armstrong*
CHAIRMAN, VETERANS' LAND BOARD

William Robert Klemm
WILLIAM ROBERT KLEMM

Doris M. Klemm
DORIS M. KLEMM

APPROVED: *Bob Armstrong*
CHAIRMAN, VETERANS' LAND BOARD

LESSEE:

Gus Edwards
"GUS" EDWARDS

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared J. E. ROBERTS and wife, VIRGIA L. ROBERTS known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared THOMAS J. GALLOWAY and wife, MARY GALLOWAY known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally

appeared ELLIS H. BIRD and wife, ANDREA BIRD known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally

appeared LEWIS SHIRLEY known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 4th day of April A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally

appeared PERRY WILLIAM SHIRLEY and wife, DELORES SHIRLEY known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally appeared FRANK SHIRLEY and wife, GLADYS SHIRLEY, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN CLIFTON MATHIS, JR., and wife, ELSIE MATHIS, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD E. FERGUSON and wife, BILLIE DELL FERGUSON, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally appeared ANDREW E. HUEGEL and wife, EMMAGENE HUEGEL, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS SHIRLEY, JR., and wife, RUBY SHIRLEY, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared WILLIAM ROBERT KLEMM and wife, DORIS M. KLEMM known to me to be the persons whose names X are subscribed to the foregoing instrument and acknowledged to me that L they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared LEON A. SEVCIK, JR. and wife, MARDELL G. SEVCIK known to me to be the persons whose names X are subscribed to the foregoing instrument and acknowledged to me that L they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally

appeared VARENA B. BALFOUR, Individually and as executrix of the Estate of Burette H. Balfour known to me to be the person whose name L is subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 20th day of APRIL A. D. 19 78

August Sussman
Notary Public in and for Tarrant County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared MALCOM R. SANDLIN and wife, JANE SANDLIN known to me to be the persons whose names X are subscribed to the foregoing instrument and acknowledged to me that L they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared BRYANT H. KRENEK and wife, BETTY JANE KRENEK known to me to be the persons whose names X are subscribed to the foregoing instrument and acknowledged to me that L they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8th day of March A. D. 19 78

Sarah Moore
Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

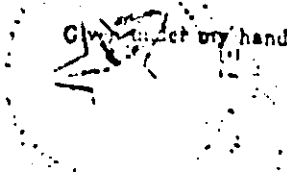
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JERRY D. KOLLMAN

known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this the 3 day of MAY A. D. 19 78

[Signature]

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ROGER MILTON LLOYD

known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 78

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared BOLIVAR JOSEPH LLOYD

known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 78

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared EDMUND HENRY LLOYD

known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 78

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ROBERT VERRI, JR.

known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 78

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JERRY D. KOLLMAN and wife, PEGGY KOLLMAN, known to me to be the persons whose names ~~is~~ are subscribed to the foregoing instrument and acknowledged to me that ~~it~~ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 78

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF McC

BEFORE ME, the undersigned authority, on this day personally

appeared ROGER MILTON LLOYD, known to me to be the person whose name ~~is~~ is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 5 day of March A. D. 19 78

Notary Public in and for Paul of Columbia County, Texas.

THE STATE OF TEXAS

COUNTY OF McC

BEFORE ME, the undersigned authority, on this day personally

appeared BOLIVAR JOSEPH LLOYD, known to me to be the person whose name ~~is~~ is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 5 day of March A. D. 19 78

Notary Public in and for Paul of Columbia County, Texas.

THE STATE OF TEXAS Florida

COUNTY OF Pinellas

BEFORE ME, the undersigned authority, on this day personally

appeared EDMUND HENRY LLOYD, known to me to be the person whose name ~~is~~ is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th day of March A. D. 19 78

Notary Public in and for Pinellas County, Texas.

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared ROBERT VERRI, JR. and wife SAM VERRI, known to me to be the person whose name ~~is~~ is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17th day of April A. D. 19 78

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EDWARD D. RANDORFF and wife, FLORENCE RANDORFF known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of April, 1978.

Sarah Moore
NOTARY PUBLIC in and for
Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared OTIS R. MADDOX and wife, NEALY J. MADDOX known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of April, 1978.

Sarah Moore
NOTARY PUBLIC in and for
Brazos County,
Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared REX FORSTER, JR., and wife, BARBARA FORSTER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1978.

NOTARY PUBLIC in and for _____ County, _____

THE STATE OF TEXAS

COUNTY OF Taylor

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared "GUS" EDWARDS, 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 in the capacity therein stated.

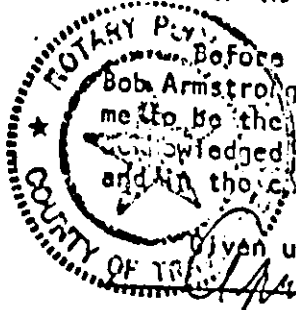
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of March, 1978.

Leatha Jewell
NOTARY PUBLIC in and for Taylor County, _____



SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS



Before me, the undersigned authority, on this day personally appeared Bob Armstrong, Chairman, Veterans' Land Board of the State of Texas, 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 therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 20th day of April, A.D. 19 78.

Mae Hazel
Notary Public in and for Travis County, TX

③

③

II. 84013

Change of Lease Description

Filed Dated 10-30-80

Bob Armstrong, Commissioner

CHANGE OF LEASE DESCRIPTION

THE STATE OF TEXAS
COUNTY OF BRAZOS

X
X
X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, heretofore under date of the 3rd of August, 1977, J. E. Roberts and wife, Virgia L. Roberts, and others, as Lessor, did execute and deliver to "Gus" Edwards, as Lessee, an oil and gas lease, recorded in Volume 27, Page 481, of the Oil and Gas Lease Records of Brazos County, Texas, covering certain lands situated in Brazos County, Texas, and described as follows, to-wit:

Being 958.456 acres of land, more or less, out of the W. Berryman Survey, W. G. Wilson Survey, J. S. Riley Survey, William King Survey and the A. McLaughlin Survey, all situated in Brazos County, Texas, and more particularly described in said lease, and reference to said lease and the record thereof is hereby made for a metes and bounds description of said lands and for all other purposes: and

WHEREAS, the description of the properties in said lease was amended by an instrument dated February 14, 1978, recorded in Volume 396, Page 450 of the Deed Records of Brazos County, Texas: and

WHEREAS, said lease (together with all overriding royalty interests in said lease) and all rights and titles thereunder are owned by the undersigned owners; and

WHEREAS, it is the desire of the undersigned parties hereto to amend the description of the land included and to be included in said lease:

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in cash in hand paid by the undersigned owners, hereinafter referred to as Owners, to the other parties who execute this instrument, hereinafter referred to as Lessor, the receipt and sufficiency of which is hereby acknowledged and confessed, we, the said J. E. Roberts and wife, Virgia L. Roberts, and the other undersigned Lessors do hereby agree with the undersigned Owners that the description of the land included and to be included in said lease is hereby amended so that said land shall be and the same is hereby described as follows:

TRACT NO. 1:

BEING part of the A. McLaughlin and the William King Surveys in Brazos County, Texas, described as follows, to-wit:

BEGINNING at the East corner of the A. McLaughlin Survey at a stake for corner on the Northwest boundary line of the Wesley Berryman Survey, a Post Oak 12" in dia. bears North 40 degrees West 45 varas:

THENCE South 45 degrees West with the McLaughlin Survey line 1058 varas to a stake in a pile of rock for corner, same being the Southwest corner of that 179 acre tract petitioned to Mary E. McMurry, by judgment dated April 5, 1880 Cause #1496, and recorded in Volume 3 Page 338 of the Deed Records of Brazos County, Texas, same being the Southwest corner of that certain 19.5 acre tract conveyed to Lewis Shirley, Jr. by deed recorded in Volume 143, Page 601 of the Deed Records of Brazos County, Texas;

THENCE North 45 degrees West with the Southwest boundary line of said 179 acre tract of land 697 varas to the Southwest corner of that certain 9.0 acre tract of land conveyed to Gerald L. Winn by deed recorded in Volume 309, Page 252, of the Deed Records of Brazos County, Texas, said corner being South 45 degrees East 278 varas from the Northwest corner of said 179 acre tract;

THENCE North 43 degrees 40.3' West along the Northeast line of Sheiga Heights Subdivision, same being the Southwest line of said Winn 9.0 acre tract, for a distance of 497.74 feet to an iron rod for corner;

THENCE North 43 degrees 15.5' East along the Northwest line of said Gerald L. Winn 9.0 acre tract for a distance of 326.92 feet to the Southwest corner of that certain 5.449 acre tract that was conveyed to Otis R. Maddox and wife by deed recorded in Volume 326, Page 571, of the Deed Records of Brazos County, Texas;

THENCE North 25 degrees 11.6' West with the West boundary line of said 5.449 acre tract of land a distance of 766.53 feet to a point for corner;

THENCE North 4 degrees 28.5' West continuing along the West boundary line of said 5.449 acre tract a distance of 200 feet to a point in the South right of way line of the Bryan-Chaney Bridge Road;

THENCE in a westerly direction along the South right of way line of said road to a point on the Southwest boundary line of the William King Survey, same being the Southwest corner of that certain 25 acre tract that was conveyed to Edward D. Randorff and wife by deed recorded in Volume 289, Page 794, of the Deed Records of Brazos County, Texas;

THENCE in a northwesterly direction with the Southwest boundary line of said King Survey to the Southwest corner of that certain 73 acre tract out of the William King Survey described in Volume 302, Page 855, of the Deed Records of Brazos County, Texas;

THENCE North 56 degrees West 504 varas with the McLaughlin and the King Survey lines to the Northwest corner of said King Survey;

THENCE North 45 degrees East with the Northwest line of the King Survey and the Southeast line of the Benson Survey 870 varas to the Northeast corner of said William King Survey;

THENCE Southeasterly with the Southwest lines of the W. L. Ellis Survey, the James S. Riley and the William G. Wilson Survey, and the Northeast line of the William King Survey and the A. McLaughlin Survey to the East corner of the A. McLaughlin Survey located on the Northwest boundary line of the Wesley Berryman Survey to the place of beginning.

TRACT NO. 2:

Being all of the W. G. Wilson Survey in Brazos County, Texas;

TRACT NO. 3:

Being all of the J. S. Riley Survey in Brazos County, Texas;

TRACT NO. 4:

Being all of the W. Berryman Survey in Brazos County, Texas;

TRACT NO. 5:

Being all of the Malcolm R. Sandlin and Jane A. Sandlin Survey, SF 16389 in Brazos County, Texas, being Patent No. 453, Vol. 43-B.

TRACT NO. 6:

Being all of the Raymond Dietrich, Katherine A. Dietrich, Eula Mae J. Thomas and Robert Verri, Jr. Survey, SF 16394 in Brazos County, Texas, Patent No. 478, Volume 43-B.

and containing 971.905 acres of land, more or less.

I.

Notwithstanding any provision of the above mentioned lease to the contrary, the said lease is further amended so as to contain the following provisions, to-wit:

A. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain fifteen (15) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and Rex Forster, Jr., which contract is recorded in Volume 314, Page 25, of the Deed Records of Brazos County, Texas, ---- less that 2.099 acres thereof described in the deed from the Veterans' Land Board of the State of Texas to Rex Forster, Jr., recorded in Volume 321, Page 543, of the Deed Records of Brazos County, Texas, ---- reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of Rex Forster, Jr., and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to Rex Forster, Jr., individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the State of Texas attributable to the said 12.901 acres shall be the sum of \$161.26 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 12.901 acres shall be the sum of \$80.63 without proportionate reduction.

B. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain ten (10) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and Bryant H. Krenek, which contract is recorded in Volume F, Page 681, of the Deed Records of Brazos County, Texas, reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of Bryant H. Krenek, and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to Bryant H. Krenek, individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the State of Texas attributable to the said 10 acres shall be the sum of \$125.00 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 10 acres shall be the sum of \$62.50 without proportionate reduction.

C. One-half (1/2) of all bonuses, rentals, royalties and penalties payable under the terms of said lease attributable to that certain ten (10) acres described in that contract of sale and purchase between the Veterans' Land Board of the State of Texas and William Robert Klemm, which contract is recorded in Volume F, Page 685, of the Deed Records of Brazos County, Texas, reduced proportionately as stated in said lease, shall be paid in cash to the Veterans' Land Board of the State of Texas, in Austin, Texas, for credit to the account of William Robert Klemm, and that a like sum of each of said payments to said Veterans' Land Board of the State of Texas shall be paid to William Robert Klemm, individually, in the manner as provided in said lease originally. It is further stipulated and agreed that the bonus payable to the

State of Texas attributable to the said 10 acres shall be the sum of \$125.00 without proportionate reduction, and that the delay rentals payable to the Veterans' Land Board of the State of Texas attributable to the 10 acres shall be the sum of \$62.50 without proportionate reduction.

D. So long as the Veterans' Land Board of Texas or the State of Texas owns an interest in the land herein described, then this lease is subject to S. B. No. 3, Acts of the 64th Legislature, Regular Session, 1975, and all terms and conditions of the above-mentioned Act are hereby incorporated by reference and made a part of this lease. This legislation requires the lease to provide that natural gas and casinghead gas be retained for use within the State of Texas, with the Railroad Commission having the right to grant exceptions as provided by said Act.

II.

Lessors hereby in all things adopt, ratify and confirm said lease and all of its terms and provisions as the same is hereby amended, and do hereby let, demise and lease all of the acreage above described and referred to unto the said Lessee, subject to and in accordance with all of the terms and provisions of said lease as herein amended and hereby stipulate that said lease is now a valid and subsisting lease in accordance with all of its terms and provisions as herein amended.

The provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

This instrument may be executed in duplicate originals, as many thereof as need be, and this instrument shall be binding upon any party executing any duplicate of said original, just as if said party had executed the original of said instrument together with all parties executing the original of any duplicate thereof.

EXECUTED this the 6th day of February, 1980,
in Duplicate Originals.

J. E. ROBERTS

VIRGIA L. ROBERTS

MALCOM R. SANDLIN

JANE SANDLIN

VARENA B. BALFOUR, INDIVIDUALLY
AND AS EXECUTRIX OF ESTATE OF
BURETTE H. BALFOUR

JESS DAVIS (JACK) CONLEE

DONALD CONLEE

DOUGLAS CONLEE

ROBERT VERRI, JR.

SHIRLEY "SAM" VERRI

LEON A. SEVCIK, JR.

MARDELL G. SEVCIK

THOMAS J. GALLOWAY

MARY GALLOWAY

LEWIS SHIRLEY, SR.

EDMUND HENRY LLOYD

BOLIVAR JOSEPH LLOYD

ROGER MILTON LLOYD

FRANK SHIRLEY

GLADYS SHIRLEY

PERRY WILLIAM SHIRLEY

DELORES SHIRLEY

JOHN CLIFTON MATHIS, JR.

ELSIE MATHIS

ELLIS H. BIRD

ANDREA BIRD

RICHARD E. FERGUSON

BILLIE DELL FERGUSON

ANDREW E. HUEGEL

EMMAGENE HUEGEL

LEWIS SHIRLEY, JR.

RUBY SHIRLEY

EDWARD D. RANDORFF

FLORENCE RANDORFF

OTIS R. MADDOX

NEALY J. MADDOX

REX FORSTER, JR.

BARBARA JO FORSTER

APPROVED:

CHAIRMAN, VETERANS' LAND BOARD

BRYANT H. KRENEK

BETTY JANE KRENEK

APPROVED:

CHAIRMAN, VETERANS' LAND BOARD

WILLIAM ROBERT KLEMM

DORIS M. KLEMM

APPROVED:

CHAIRMAN, VETERANS' LAND BOARD

RAYMOND DIETRICH

KATHERINE A. DIETRICH

EULA MAE J. THOMAS, A WIDOW

THE STATE OF TEXAS

BY: Bob Armstrong

Bob Armstrong, Commissioner of
of the General Land Office

	Audit	_____
	Legal	<u>km</u>
	Geology	<u>jm</u>
Approved	Execution	<u>JS</u>
	Engineering	_____

CERTIFICATE

I, Linda Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 19th day of June, 1979, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 23rd day of October, 1980.

Linda K. Fisher
Secretary of the School Land Board

THE STATE OF TEXAS I
I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared Bob Armstrong, Commissioner of the General Land Office, 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th day of October, 1980.

Lisa Renee Mata
Notary Public in and for Travis
County, Texas

OWNERS:

BRUCE L. EDWARDS

GARY K. EDWARDS

R. W. KAMPRATH

DORMAN ANDERSON

ROY HOGAN

JORDAN ENGINEERING, INC.

BY: _____
PRESIDENT

ATTEST:

BY: _____
SECRETARY

ELIZABETH McRAE LEWIS

SUSAN L. McRAE KANARY

ALICE ANN McRAE

W. T. JORDAN

MARJORIE JANE JORDAN

THOMAS J. JORDAN

CARL WORSHAM

JOHN W. JORDAN

ROBERT YORK JORDAN

DEBRA ANN JORDAN

E. W. McRAE

EWELL CASON

THE McRAE TRUSTS

BY: _____
EWELL CASON, TRUSTEE

ELDON DAVES

MILBURN NUTT

JANE HAMILTON

ORION A. DANIEL, JR.

WYNANT S. WILSON

JOSEPH M. WILSON

PATRICIA N. WILSON

RANDOLPH E. WILSON

JUDY JONES WILSON, TRUSTEE

JUDY JONES WILSON

E. ALLEN WRIGHT, JR.

OLA LEE JONES, A WIDOW

BORDEN WORSHAM

TERRY NILS ANDERSON

NOEL KEVIN ANDERSON

G. W. SPRINGER, JR.

CELESTE M. CARSON

VIDA M. KREKLOW

FRANCES W. McRAE

S. M. SCHEURER

ROBERT S. SCHEURER

MEAD ROYALTY COMPANY

BY: _____
PRESIDENT

ATTEST:

BY: _____
SECRETARY

OWNERS, Continued:

RICHARD S. RANKIN

JAR TIMBER CORPORATION

BY: _____
PRESIDENT

ATTEST:

BY: _____
SECRETARY

JOHN B. WOOLSTON

BILLY E. MAXWELL

JAMES R. SOWELL

HI LO HOLDINGS, LTD.

BY: _____

BELLPORT RESOURCES, LTD.

BY: _____

JOHN A. LIDDLE

PETROMARK MINERALS, INC.

BY: _____
PRESIDENT

ATTEST:

BY: _____
SECRETARY

AMALGAMATED BONANZA
PETROLEUM, LTD.

BY: _____

VERMILION BAY LAND CO.

BY: _____
PRESIDENT

ATTEST:

SECRETARY

W. C. RICHARDSON

CIRCUS OIL COMPANY

BY: _____
PRESIDENT

ATTEST:

BY: _____
SECRETARY

E. C. JOHNSTON, JR.

MARGARET GAYLE HARVEY

DECIE ANN BROOKSHIRE

BLANCHE MARIE BRUYERE

GORDON C. JOHNSTON

KATHY GLENNA ALLBRIGHT

MARY ELAINE BATMAN

ELIZABETH C. YLITALO

GORDON C. JOHNSTON, JR.

MARK STEVEN JOHNSTON

KENT McHANEY JOHNSTON

J. GLENN JOHNSTON

JANET JOHNSTON DAY

EDGAR SCOTT JOHNSTON

LAURA VIRGINIA JOHNSTON

D. W. GEORGE

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared J. E. ROBERTS AND WIFE VIRGIA L. ROBERTS, known to me to be the person S whose name S ~~X~~ is/are subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared MALCOM R. SANDLIN AND WIFE JANE SANDLIN, known to me to be the person S whose name S ~~X~~ is/are subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared VARENA B. BALFOUR, Individually and as Executrix of the Estate of Burette H. Balfour, Deceased, known to me to be the person _____ whose name _____ is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that She/~~he~~ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for Travis County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared JESS DAVIS (JACK) CONLEE, known to me to be the person _____ whose name _____ is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~he~~/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared DONALD CONLEE, known to me to be the person _____ whose name _____ is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~he~~/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared DOUGLAS CONLEE, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally

appeared ROBERT VERRI, JR. AND WIFE SHIRLEY "SAM" VERRI, known to me to be the personS whose nameS is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared LEON A. SEVCIK, JR. and wife MARDELL G. SEVCIK, known to me to be the personS whose nameS is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared Thomas J. Galloway and wife Mary Galloway, known to me to be the personS whose nameS is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared LEWIS SHIRLEY, SR., known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

Florida
THE STATE OF ~~TEXAS~~

COUNTY OF Pinellas

BEFORE ME, the undersigned authority, on this day personally

appeared Edmund Henry Lloyd, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Pinellas County, ~~Texas~~
Florida

~~WASHINGTON~~
~~THE STATE OF TEXAS~~

~~COUNTY OF~~ D.C.

BEFORE ME, the undersigned authority, on this day personally

appeared BOLIVAR JOSEPH LLOYD, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for WASHINGTON, ~~TEXAS~~
D.C.

~~WASHINGTON~~
~~THE STATE OF TEXAS~~

~~COUNTY OF~~ D.C.

BEFORE ME, the undersigned authority, on this day personally

appeared ROGER MILTON LLOYD, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for WASHINGTON, ~~TEXAS~~
D.C.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared FRANK SHIRLEY and wife GLADYS SHIRLEY, known to me to be the person S whose name S is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally

appeared Perry William Shirley and wife Delores Shirley, known to me to be the person S whose name S is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN CLIFTON MATHIS, JR. and wife ELSIE MATHIS, known to me to be the person S whose name S H/are subscribed to the foregoing instrument and acknowledged to me that H/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared ELLIS H. BIRD and wife ANDREA BIRD, known to me to be the person S whose name S H/are subscribed to the foregoing instrument and acknowledged to me that H/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD E. FERGUSON and wife BILLIE DELL FERGUSON, known to me to be the person S whose name S H/are subscribed to the foregoing instrument and acknowledged to me that H/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared ANDREW E. HUEGEL and wife EMMAGENE HUEGEL, known to me to be the person S whose name S H/are subscribed to the foregoing instrument and acknowledged to me that H/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS SHIRLEY, JR AND WIFE RUBY SHIRLEY, known to me to be the person S whose name S H/are subscribed to the foregoing instrument and acknowledged to me that H/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD D. RANDORFF and wife FLORENCE RANDORFF, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF Brazos

BEFORE ME, the undersigned authority, on this day personally appeared OTIS R. MADDOX AND WIFE NEALY J. MADDOX, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared REX FORSTER, JR AND WIFE BARBARA JO FORSTER, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared BRYANT H. KRENEK AND WIFE BETTY JANE KRENEK, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Brazos County, Texas.

THE STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM ROBERT KLEMM AND WIFE DORIS M. KLEMM, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for BRAZOS County, Texas.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared BOB ARMSTRONG, CHAIRMAN, VETERANS' LAND BOARD OF THE STATE OF TEXAS, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed. and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Travis County, Texas.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed. and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Travis County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Raymond Dietrich and wife Katherine A. Dietrich, known to me to be the persons whose names ~~is~~/are subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared EULA MAE J. THOMAS, a widow, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~she~~/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that ~~he~~/they executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared BRUCE L. EDWARDS, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for TAYLOR County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared GARY K. EDWARDS, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared R. W. Kamprath, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared Dorman Anderson, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared Roy Hogan, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ELIZABETH MCRAE LEWIS, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared SUSAN L. MCRAE KANARY, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ALICE ANN MCRAE, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared W. T. JORDAN AND MARJORIE JANE JORDAN, known to me to be the personS whose name S. he/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared THOMAS J. JORDAN, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared CARL WORSHAM, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JOHN W. JORDAN, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared ROBERT YORK JORDAN, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared DEBRA ANN JORDAN, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared E. W. MCRAE, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared EWELL CASON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared EWELL CASON, TRUSTEE FOR THE MCRAE TRUSTS, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ELDON DAVES, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared MILBURN NUTT, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JANE HAMILTON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ORION A. DANIEL, JR., known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared WYNANT S. WILSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JOSEPH M. WILSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared PATRICIA N. WILSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared RANDOLPH E. WILSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared JUDY JONES WILSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared JUDY JONES WILSON, TRUSTEE, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____ A. D. 1980.

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared E. ALLEN WRIGHT, JR., known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared OLA LEE JONES, a widow, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared BORDEN WORSHAM, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared TERRY NILS ANDERSON

_____ known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared NOEL KEVIN ANDERSON

_____ known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared G. W. SPRINGER, JR.

_____ known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared CELESTE M. CARSON

_____ known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared VIDA M. KREKLOW

_____ known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that S he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared FRANCES W. McRAE, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared S.M. Scheurer, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ROBERT S. SCHEURER, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared RICHARD S. RANKIN, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared John B. Woolston, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared BILLY E. MAXWELL, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JAMES R. SOWELL, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally

appeared JOHN A. LIDDLE, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for Taylor County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared W. C. RICHARDSON, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared E. C. JOHNSTON, JR, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared MARGARET GAYLE HARVEY, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared DECIE ANN BROOKSHIRE, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared BLANCHE MARIE BRUYERE, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared Gordon C, Johnston, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared KATHY GLENNA ALLBRIGHT, known to me to be the person whose name is/~~are~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared MARY ELAINE BATMAN, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared ELIZABETH C. YLITALO, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that She/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 1980.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared GORDON C. JOHNSTON, Jr., known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that _____he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 1980.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared MARK STEVEN JOHNSTON, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that _____he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared KENT McHANEY JOHNSTON, known to me to be the person whose name is/~~is~~ subscribed to the foregoing instrument and acknowledged to me that _____he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80.

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared J. GLENN JOHNSTON, known to me to be the person whose name is /s/ subscribed to the foregoing instrument and acknowledged to me that he/ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared JANET JOHNSTON DAY, known to me to be the person whose name is /s/ subscribed to the foregoing instrument and acknowledged to me that She/ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared EDGAR SCOTT JOHNSTON, known to me to be the person whose name is /s/ subscribed to the foregoing instrument and acknowledged to me that he/ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared LAURA VIRGINIA JOHNSTON, known to me to be the person whose name is /s/ subscribed to the foregoing instrument and acknowledged to me that She/ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally

appeared D. W. GEORGE, known to me to be the person whose name is /s/ subscribed to the foregoing instrument and acknowledged to me that he/ they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ A. D. 19 80

Notary Public in and for _____ County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TAYLOR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JORDAN ENGINEERING, INC. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D. 19 80 .

(L. S.)

Notary Public in and for Taylor County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MEAD ROYALTY COMPANY a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D. 1980 .

(L. S.)

Notary Public in and for _____ County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JAR TIMBER CORPORATION a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D. 19 80 .

(L. S.)

Notary Public in and for _____ County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said PETROMARK MINERALS, INC. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A. D. 19 80 .

(L. S.)

Notary Public in and for _____ County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said VERMILION BAY LAND CO. a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19 80.

(L. S.)

Notary Public in and for County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CIRCUS OIL COMPANY a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19 80.

(L. S.)

Notary Public in and for County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas.

844—The Odce Company, Publishers—Dallas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas.

844—The Odce Company, Publishers—Dallas

THE STATE OF TEXAS I
 I
COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HI LO HOLDINGS, LTD., a limited partnership, and that executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of
 , 1980.

Notary Public in and for
County, Texas.

THE STATE OF TEXAS I
 I
COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BELLPORT RESOURCES, LTD., a limited partnership, and that executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of
 , 1980.

Notary Public in and for
County, Texas.

THE STATE OF TEXAS I
 I
COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AMALGAMATED BONANZA PETROLEUM, LTD, a limited partnership, and that executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of
 , 1980.

Notary Public in and for
County, Texas.

④

④

M. 84013
Change of Lease Description
File Dated 10-30-80
Bob Armstrong, Commissioner

October 24, 1980

M 84013

Mr. Roger Garrett
Attorney at Law
P. O. Box 304
Abilene, TX 79604

RE: Communitized Oil and Gas Lease
971.905 acres
Brazos County, Texas

Dear Mr. Garrett:

Enclosed herewith is an executed duplicate original of Change of Lease Description requested by you which commits the State's free royalty interest to the community lease as amended.

✓ The School Land Board approved the pooling of the State's royalty on the condition that the State's participation would begin from the date of first production, to-wit: July 1, 1978.

✓ This office has executed the instrument with the understanding that the State will participate in production from said date, as agreed upon in our meeting on October 22, 1980.

Sincerely yours,

BOB ARMSTRONG

By: V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
(312) 475-6298

VCM/ev

cc: Murphy Oil Corporation
200 Jefferson Avenue
El Dorado Arkansas 71730

Enclosure
losure

October 24, 1980

Mr. Roger Garrett
Attorney at Law
P. O. Box 304
Abilene, TX 79604

RE: Communitized Oil and Gas Lease
971.905 acres
Brazos County, Texas

Dear Mr. Garrett:

Enclosed herewith is an executed duplicate original of Change of Lease Description requested by you which commits the State's free royalty interest to the community lease as amended.

The School Land Board approved the pooling of the State's royalty on the condition that the State's participation would begin from the date of first production, to-wit: July 1, 1978.

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Sincerely yours,

BOB ARMSTRONG

By: V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
(512) 475-6298

VCM/ev

cc: Murphy Oil Corporation
200 Jefferson Avenue
El Dorado Arkansas 71730

Enclosure
losure

⑤

⑤

M. F. 84013

CORRESPONDENCE FILE

To Mr. Roger Barrett

Dated 10-24-80

1621

ROGER M. LLOYD
311 SUGARLAND RUN DRIVE
STERLING, VIRGINIA 22170

May 19, 1981

General Land Office
Austin, Texas 78701
BOB ARMSTRONG, COMMISSIONER

Dear Mr. Armstrong:

I know you are a busy man, but every response I have had from you and your office has had the best cooperation.

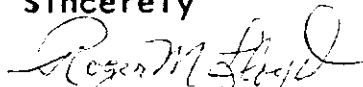
In spite of that, however, the letter from (Robert V. Phipps) Geologist Supvr. Exploration & Dev. Div. to Roger Garrett, Atty. for Gus Edwards Petroleum Producer has had no results. It was an excellent letter too.

I refer to letter of Feb. 19, 1981 re: State Leases Sf-16389 & SF-16394 BGRS UNIT (Gus Edwards-Operator) Kurten (Woodbine) Field Brazos County. The suspended acreage includes some Texas owned land too, as Mr. Phipps so mentioned. These lands have been cleared long ago by your office, over a year ago, patents issued.

There is no justifiable reason for not having the legal work completed by now.

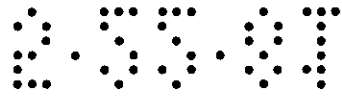
Surely would appreciate anything you or your office could do to get it off the ground. Considerable money has been held back.

Sincerely



Roger M. Lloyd
U. of Texas, BBA School
Class of '42

My brothers and I pay considerable taxes in Texas even though we don't live there now, School tax, County tax, Texas Severance Tax. But I don't mind paying any of those. It is the Windfall Profit Tax that really irks me. Since I have retired and live in the Wash. D. C. area, I would be glad to do some lobbying against it, if I knew where to get action. Talking to a friend in the Energy Dept., he said he believes an amendment is brewing now to modify it. I know it was introduced. I have never heard it reported out of committee. I'm quite sure Mr. Reagan would support it, from his campaign speeches.



⑥ M-84013

Let from Roger Lloyd

5-26-81 RVP

1981-11-11

1981-11-11

1981-11-11

1981-11-11

1981-11-11

1981-11-11

1981-11-11

1981-11-11

1981-11-11

AFTER FIVE DAYS RETURN TO

Mr. & Mrs. Roger M. Lloyd
311 Sugarland Run Drive
Sterling, Virginia 22152



Robert V. Phipps, Geologist Supvr.
Exploration & Develop. Div.
General Land Office
State of Texas
Austin, Texas 78701

70-134

MR. & MRS. ROGER M. LLOYD
311 SUGARLAND RUN DR
STERLING, VA. 22170

M-84013

ROGER GARRETT
Att. at Law
Post Office Box 304
Abilene, Texas 79604

July 16, 1981

Dear Mr. Garrett:

Ref. BGRS Lease 1660, Kurten, Brazos County
ref. YOUR LETTER TO ME: of Dec. 5, 1980 concerning acreage
held in suspense on this lease.....and later released
by STATE OF TEXAS, TEXAS LAND OFFICE.

Referring to your letter--Now that you have had a nice long
time to do what you have to do, and I am quoting you:

"The last signature executing this change of lease descrip-
tion was the State of Texas, which was acquired on the 24th
day of October 1980." Further quote:

"Have to get all my files together, reexamine same, and other
necessary curative material that is being secured is brought
to me, then I can prepare an opinion for a new Division Order."

Would it be asking too much if we now asked you to please write
a new Division Order? Or render your opinion so Murphy Oil can?

This letter is being sent with a signed receipt requested, and
I expect an answer.

Your very truly



Roger M. Lloyd and Dorothy M. Lloyd

CC: Gus Edwards
338 Petroleum Bldg.
Abilene, Texas 79601

CC: Bob Armstrong, Commissioner
General Land Office
State of Texas
Austin, Texas 78701

CC: Robert V. Phipps, Geologist Supvr.
Exploration & Dev. Div.
General Land Office

161

⑧^{7.}

M84013

Ltr from Roger M. Floyd

7-23-81 RVP

5301



The Attorney General of Texas

MARK WHITE
Attorney General

November 6, 1981

Supreme Court Building
P. O. Box 12548
Austin, TX. 78711
512/475-2501
Telex 910/874-1367
Telecopier 512/475-0266

1607 Main St., Suite 1400
Dallas, TX. 75201
214/742-8944

4824 Alberta Ave., Suite 160
El Paso, TX. 79905
915/533-3484

1220 Dallas Ave., Suite 202
Houston, TX. 77002
713/650-0666

806 Broadway, Suite 312
Lubbock, TX. 79401
806/747-5238

4309 N. Tenth, Suite B
McAllen, TX. 78501
512/682-4547

200 Main Plaza, Suite 400
San Antonio, TX. 78205
512/225-4191

An Equal Opportunity/
Affirmative Action Employer

Roger Garrett
Attorney at Law
P.O. Box 304
Abilene, Texas 79604

M-84013

Re: State Leases SF-16389
& SF-16394
BGRS Unit
Kurten Field

Dear Mr. Garrett:

By letter of February 19, 1981, the General Land Office corresponded with you in connection with the above referenced leases. At that time, you were requested to complete as early as possible legal work which had been entrusted to you in connection with the above referenced property. This we take it to be the matters referred to in your letter of December 5, 1980, to Mr. Roger Lloyd.

Records at the General Land Office reflect that no revenues have yet been received from these tracts. On the basis of that, we would conclude that no new division order was ever entered. If that is the case, we would appreciate your explanation at the earliest possible date. If, on the other hand, some other explanation exists as to why the State's portion of the income from this unit has not been received, we would appreciate being so advised.

Sincerely,

Andrew Kever
Assistant Attorney General

AK/jd

cc: ✓ Robert V. Phipps, Geologist Supvr.
General Land Office
Austin, Texas 78701

Mr. Roger M. Lloyd
311 Sugarland Run Dr.
Sterling, Virginia 22170

⑧
M-84013
cc of letter to Attorney General
11-12-81

es

MURPHY OIL CORPORATION March 23, 1982
 SUPPLEMENTAL
 OIL DIVISION ORDER

To: Murphy Oil Corporation
 200 Jefferson Avenue
 El Dorado, Arkansas 71730

Effective: First Deliveries
 at 7:00 a.m.

Field: Kurten (Woodbine)
BGRS Lease

1. The undersigned, and each of them, represent, guarantee and warrant that they are the legal owners, in the proportions set out below, of all the oil produced from the following described land. The term "oil", when used in this division order, shall include all marketable liquid hydrocarbons.

The lands covered by that oil and gas lease dated August 3, 1977, by J. E. Roberts et al as lessor, Recorded in Volume 27, Page 481, of the Deed Records of Brazos County, Texas, as amended, being 971.905 acres, more or less, out of the W. Berryman, W. G. Wilson, J. S. Riley, William King, and A. McLaughlin Surveys.

CREDIT TO	DIVISION OF INTEREST	ADDRESS
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This Supplemental Division Order supplements prior Division and/or Transfer Orders affecting Murphy Oil Corporation's lease numbers 1660/1709 and 1708, all being applicable to the BGRS lease and payable under 1660.

This supplemental division order is for the purpose of:

- a) releasing the portion of the 40/971.905 suspended against the ORRI and WI interests due to Requirement 22 of the Pipeline Title Opinion of December 4, 1978, and
- b) setting out the corrected royalty interests totaling 1/6 of 40/971.905 suspended under Requirement 22 and releasing the appropriate interests following execution of this division order by the affected parties, the figures shown herein being affected by royalty ownership in other tracts.

Royalty owners not affected by Requirement 22 do not appear on this Division Order.

This Division Order is based on the Pipeline Title Opinion of December 8, 1981.

Raymond A. Dietrich, Katherine A.
 Dietrich and Eula Mae J. Thomas

*.00118838 RI

P. O. Box 3733
 Bryan, TX 77805

M-84613

SF 16389

9.83 Ac.
 $\frac{971.905}{971.905} \times \frac{1}{8}$ (F/R)

The State of Texas

For Your RECORDS

.00063021 RI

M-84013
 State Leases SF-16389 & SF-16394
 General Land Office
 1700 North Congress
 Austin, TX 78701

.00126427 RI

.00189448

M-84013

SF 16394

4.90
 $\frac{971.905}{971.905} \times \frac{1}{8}$ (F/R)

*First National Bank of Bryan

*By execution of this Division Order, the First National Bank of Bryan authorizes payment of the interest indicated directly to the interestholders.

P. O. Box 833
 Bryan, TX 77801

Malcom R. Sandlin

.00042143 RI

Rt. 3, Box 173
 Bryan, TX 77801

Robert Verri, Jr.

.00118838 RI

224 Scott Ridge
 Charlotte, NC 28210

Edmund Henry Lloyd

.01038682 RI

100 Bluffview Dr #302-A
 Belleair Bluffs, FL 33540

Bolivar Joseph Lloyd

.01038682 RI

116 Nottingham Dr.
 Colonial Heights, VA 23834

Roger Milton Lloyd
 and Dorothy M. Lloyd

.01038682 RI

311 Sugarland Run Drive
 Sterling, VA 22170

2. Until further written notice you are authorized to receive such oil and gas into your possession or the possession of any person or corporation designated by you, the oil and gas so received to be run and measured in accordance with the customary pipeline rules and regulations, including adjustments and deductions provided for by the rules and regulations of State, Federal and other agencies having authority to make them.

3. Payment shall be made by check mailed to each undersigned at the address given above. Payments applicable to any interest may be withheld until the amounts credited thereto total \$5.00, except that one payment will be made annually of interests accruing less than \$5.00 for a twelve-month period.

4. The undersigned agree to hold you harmless from all loss, cost, expense and damage you may incur by reason of your making payment as herein provided and to defend in your name any suits which may be brought against you by any party asserting an interest or claim to the production purchased by you hereunder or its proceeds and to pay all court costs and attorney's fees in connection therewith. You are hereby relieved of any responsibility for determining when any money or other payments, payable from any interest herein set forth, has been satisfied or discharged and the undersigned, whose interests are affected by such money or other payments, agree to give written notice to you at your office in El Dorado, Arkansas of the satisfaction or discharge of such money or other payments and to hold you harmless from all loss, cost, expense or damage that may result from any overpayment in the absence of such written notice. The undersigned agree to refund to you upon demand any proceeds received to which the undersigned are not entitled.

5. You are hereby authorized to withhold from the proceeds accruing hereunder to the undersigned the amount of any severance, production, occupation or other tax levied by or under authority of the laws of the United States, the State, or any legal subdivision thereof, against such oil and gas or against the undersigned for and on account of his interest in said oil and gas or said land and to pay any and all such taxes with the withheld proceeds.

6. Each undersigned agrees to notify you of any change of ownership affecting his interest. No transfer of interest shall be binding upon you until the first day of the calendar month next following the month in which a transfer order and a certified copy of the recorded instrument evidencing such transfer shall have been furnished to you at the address given above.

7. This division order shall become valid and binding on each and every owner named above as soon as signed by such owner regardless of whether or not all of the above named owners have so signed and may be signed in any number of counterparts and such execution shall have the same effect as though all of the above named owners had signed the same instrument.

WITNESS:

INTEREST HOLDER:

Social Security or Identification No.

Social Security or Identification No.

ATTEST:

(Title)

By _____

(Title)

Identification No.: _____

Bruce L. Edwards .00833340 ORRI

Gary K. Edwards .00833340 ORRI

R. W. Kamprath .00416665 ORRI

NOTE: Prior to April 1, 1981, both the Kamprath interests were paid to R. W. Kamprath. The suspended portion should be paid equally to them not only from April 1, 1981, but prior to that period as well.

Beverly J. Kamprath .00416665 ORRI

Dorman Anderson .01250000 ORRI

Terry Nils Anderson .00429320 ORRI

Noel Kevin Anderson .00429320 ORRI

Roy Hogan .00260630 ORRI

Jordan Engineering, Inc. .00100750 ORRI

Elizabeth McRae Lewis .00040220 ORRI

Susan M. Canary .00040220 ORRI

Alice Ann McRae .00040220 ORRI

W. T. and Marjorie Jane Jordan .00182290 ORRI

Thomas J. Jordan .00084430 ORRI

Carl Worsham .00163100 ORRI

Borden Worsham, Independent
Executor of the Estate of
Jennie Faye Worsham *.00163100 ORRI

*NOTE: This represents the 1/2 interest of Jennie Faye Worsham in the interest originally credited to Carl Worsham. After February 1, 1981, it was credited to Borden Worsham as shown above. The suspended interest should be credited to Borden Worsham, Executor, both before and after that date.

John W. Jordan .00182290 ORRI

Robert York Jordan .00084430 ORRI Effective with first deliveries
.00053180 ORRI)

John A. Liddle .00031250 ORRI) Effective March 1, 1980

Debra Ann Jordan .00182290 ORRI

E. W. McRae .00274000 ORRI

Ewell Cason .00039140 ORRI

The McRae Trusts, Ewell
Cason, Trustee .00130480 ORRI

Eldon Daves .00091330 ORRI

Milburn Nutt .00130480 ORRI

Jane Hamilton .00039140 ORRI

Orion A. Daniel, Jr. .00130480 ORRI

Wynant S. Wilson .00182670 ORRI

DELETE:

Joseph M. Wilson

ADD:

Estate of Joseph M. Wilson *.00078280 ORRI

c/o First National Bank in
Dallas
P. O. Box 83782
Dallas, TX 75283

* This covers the previously suspended
interest credited originally to Joseph M.
Wilson from first deliveries to MOC as well as
the complete interest from the time MOC was
advised of the death of Joseph M. Wilson

Correspondence:
Attention: Michael D. Samonek

Patricia N. Wilson .00078280 ORRI

Randolph E. Wilson .00078280 ORRI

Judy Jones Wilson, Trustee for
Joseph Carleton Wilson, Derrick
Stone Wilson and Wesley Jones Wilson **.00052190 ORRI

**This interest covers the amount previously suspended against the interest of Mary E. Farley
prior to October 1, 1979, and against the above interestholder from that date.

Judy Jones Wilson .00026090 ORRI

E. Allen Wright, Jr. .00078280 ORRI

Ola Lee Jones .00039140 ORRI

Borden Worsham .00130480 ORRI

G. W. Springer, Jr. .00065240 ORRI

Celeste M. Carson .00091350 ORRI

Vida M. Kecklow	.00126150 ORRI	
Frances W. McRae	.00104380 ORRI	
S. M. Scheurer	.00065240 ORRI	
Robert S. Scheurer	.00169620 ORRI	
Meade Royalty Company	.00047995 ORRI	
Richard S. Rankin	.00038576 ORRI	
Jar Timber Corporation	.00038576 ORRI	
John B. Woolston	.00005139 ORRI	
Billy E. Maxwell	.00005139 ORRI	
James R. Sowell	.00010279 ORRI	
Petromark Minerals, Inc.	.00682421 WI	Gulf's checks to: Lock Box 100579 Houston, TX 77212
Gulf Oil Corporation	*.00665059 WI	Correspondence: P. O. Box 2063 Houston, TX 77001
Hi Lo Holdings	*.00008681 ORRI	4th Floor, 622 - 5th Ave., SW Calgary, Alberta T2P 0M6
Bellport Resources	*.00008681 ORRI	6931 Livingstone Dr., SW Calgary, Alberta T3E 6J6
Amalgamated Bonanza Petroleum, Ltd.	*.00000000	c/o Gulf Oil Corporation P. O. Box 2063 Houston, TX 77001
Gulf Canada Royalty, Ltd.	*.00000000	same as above
Royalite Oil Company, Inc.	*.00000000	same as above

* Requirement 18 of opinion of December 8, 1981, requires that all these interests be held in suspense until all parties have agreed as to the ownership of the interests.

By execution of this Division Order, the indicated parties agree that the interests shown should be paid from first deliveries to MOC, including any suspended interests. The parties agree to hold Murphy Oil Corporation harmless from any loss, cost, expense or liability it might suffer by virtue of making payment as shown.

These interests will remain in suspense until each party indicated by an * has executed this Division Order or until Murphy is advised by the examining attorney that the interests may be released.

Vermillion Bay Land Company .00454880 WI

W. C. Richardson .00303287 WI

Circus Oil Company *.00303287 WI

Chapman Oil Company *.00303287 WI

*NOTE: Chapman Oil Company should be credited with this interest for production prior to September 1, 1979. After that date, Circus Oil Company should be credited with the interest.

E. C. Johnston, Jr. .11316800 WI

Gordon C. Johnston .04526700 WI

J. Glenn Johnston .11316800 WI

Margaret Gayle Harvey .02263400 WI

Decie Ann Brookshire .02263400 WI

Blanche Marie Bruyere .02263400 WI

Kathy Glenna Albright .02263400 WI

Mary Elaine Batman .02263400 WI

Elizabeth C. Ylitalo .02263400 WI

Gordon C. Johnston, Jr. .02263400 WI

Mark Steven Johnston .02263400 WI

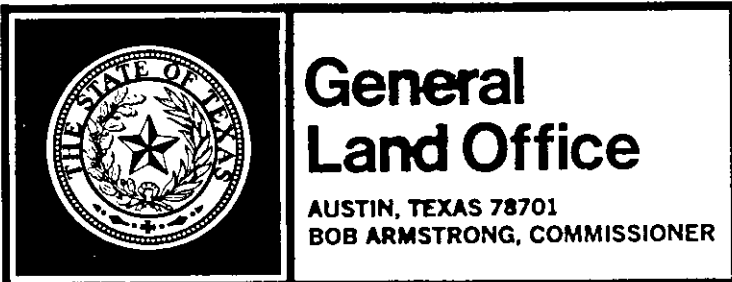
Kent McHaney Johnston .02263400 WI

Janet Johnston Day .02263400 WI

Edgar Scott Johnston .02263400 WI

Laura Virginia Johnston .02263400 WI

D. W. George .18106893 WI



March 31, 1982

Murphy Oil Corp.
200 Jefferson Ave.
El Dorado, Arkansas 71730

RE: State Lease M-84013
971.905 acres, out of the W. Berryman, W. G. Wilson, J.S. Riley, William King
& A. McLaughlin Surveys, Kurten (Woodbine) Field, BGRS Lease
Brazos County, Texas

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

9

M. F. 84013
CORRESPONDENCE FILE

To Division Order
From

Dated 4-1-82

DO NOT DESTROY



UNIT AGREEMENT MEMO

Unit No. 2959

Operator Cody Energy LLC

Unit Name B. G. R.S.

County Brazos

Effective Date _____

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 84013

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

14.73 / 971.905 x 1/8 = .18945%

.015156 x .125 = .0018945

2. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ = _____ %

3. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ = _____ %

4. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ = _____ %

REMARKS:

Prepared by: <u>Marc A. Juntus</u>	Date <u>2-8-01</u>
Map & GIS updated by:	Date
Keyed into database by: <u>M. Silva</u>	Date <u>2/23/01</u>



THE PERMIAN CORPORATION

2000 POST OAK BOULEVARD
P. O. BOX 1183 HOUSTON, TEXAS 77001

TWX: 910-881-1675
"OXYCHEM HOU #2"

January 17, 1983

Re: Lease No. 479909 - E. C. Johnston Co. - B.G.R.S.
Lease No. 479910 - E. C. Johnston Co. - B.G.R.S. #2

Dear Interest Owner:

This is to advise that effective December 1, 1982, you will receive payment for your interest in the captioned leases directly from The Permian Corporation.

In this connection, we are enclosing The Permian Corporation's form of Division Order. If this instrument meets with your approval, please execute in accordance with the attached instructions and return to this office, within 90 days to prevent any unnecessary interruption in payment, for further handling.

Thank you for your cooperation in this matter, if we can be of further service, please advise.

Yours very truly,

THE PERMIAN CORPORATION

Ruby Vincent
RV/lan
enclosure

THE PERMIAN CORPORATION

DIVISION ORDER

Lease No. 479909

January 17, 1983

TO THE PERMIAN CORPORATION, P. O. BOX 1183, HOUSTON, TEXAS 77001

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the _____

E. C. Johnston Co. - B. G. R. S.

farm or lease, located in Brazos County, State of Texas, more particularly described as follows:

- TRACT 1: Being part of the A. McLaughlin and the Wm. King Surveys in Brazos County, Texas and containing 230.5 acres.
 - TRACT 2: Being all of the W. G. Wilson Survey in Brazos County, Texas
 - TRACT 3: Being all of the J. S. Riley Survey in Brazos County, Texas
 - TRACT 4: Being all of the W. Berryman Survey in Brazos County, Texas
 - TRACT 5: Being all of the Malcolm R. Sandlin and Jane A. Sandlin Survey SF 16389 Brazos County, Texas
 - TRACT 6: Being all of the Raymond Dietrich, Katherine A. Dietrich, Eula Mae J. Thomas, and Robert Verri, Jr. Survey SF 16394 Brazos County, Texas
- and containing 971.905 acres of land, more or less.

and commencing at 7 A.M., the 1st day of December, 1982, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
	<u>ROYALTY INTEREST</u>	
Varena Balfour	.0015134 R.I.	
*Ellis Bird & Andrea Bird	.0042974 R.I.	
Donald Conlee	.0011432 R.I.	
Douglas Conlee	.0011432 R.I.	
Jess Davis Conlee	.0011432 R.I.	
**Rex Forster & Barbara J. Forster	.0011618 R.I.	
***Veterans Land Board for the a/c of Rex Forster, Jr.	.0005530 R.I.	
Thomas J. Galloway & Mary Galloway	.0346399 R.I.	
Andrew E. Huegel	.0054954 R.I.	
****Wm. R. Klemm & Doris M. Klemm	.0021436 R.I.	
*****Veterans Land Board for the a/c of Wm. R. Klemm	.0004288 R.I.	
Bryant H. Krenek & Betty J. Krenek	.0004288 R.I.	
*****Veterans Land Board for the a/c of Bryant H. Krenek	.0004288 R.I.	
Bolivar Joseph Lloyd	.0103868 R.I.	

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

G.L.O. Copy

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody, or that of any pipe line company or carrier designated by you, and the undersigned agree to look solely to you for payment of oil purchased hereunder and shall have no claim or recourse against any subsequent purchaser of said oil.

SECOND: The oil received and purchased hereunder shall be delivered F. O. B. to any pipeline or carrier designated by you which gathers and receives said oil, and you shall pay for such oil to the respective owners according to the division of interest above set forth at the same price per barrel received by the operator of the lease covered by this division order. The word "oil" used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

THIRD: Quality and quantity shall be determined in accordance with the conditions specified in the purchase agreement with lease operator. The oil shall be steamed when necessary to make merchantable and you may refuse to receive any oil not considered merchantable by you.

FOURTH: Settlements and payments shall be made monthly by check mailed from your office to the respective parties at the addresses above given, for the amount of such purchase price due said parties, respectively, less any taxes required by the law to be deducted and paid by you as purchaser.

FIFTH: Abstracts and other evidence of title satisfactory to you will be furnished to you at any time on demand. In the event of failure to so furnish such evidence of title, or in the event of any dispute or question at any time concerning title to the above lands, or the oil produced therefrom, you may hold the proceeds of all oil received and run, without interest, until indemnity satisfactory to you has been furnished or until such dispute or question of title is corrected or removed to your satisfaction. And in the event any action or suit is filed in any Court affecting title either to the real property above described or to the oil produced therefrom in which any of the undersigned are parties, written notice of filing of such action shall immediately be furnished you by the undersigned, stating the Court in which the same is filed and the title of such action or suit, and you or any carrier transporting oil for your account shall be held harmless from any judgment rendered in such suit and all reasonable costs and expenses incurred in defending against said claim, whether in your defense or in the defense of the carrier transporting oil for your account, and the undersigned shall pay said judgment and said costs and expenses.

SIXTH: The undersigned severally shall notify you of any change of ownership, and no transfer of interest shall be binding upon you until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to you. Transfers of interest shall be made effective not earlier than the first day of the calendar month in which notice is received by you. You are relieved hereby of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give you notice in writing by registered letter addressed to you at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, you shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: This division order shall become valid and binding on each and every owner above named as soon as signed by him or her regardless of whether any of the other above named owners have so signed; and in consideration of the purchase of oil hereunder, consent is given hereby to you and any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been and will be produced and handled in compliance with the Fair Labor Standards Act of 1938, and any amendments thereto, and all other federal, state and municipal laws, rules and regulations.

IN ACCORDANCE WITH FEDERAL LAW, PLEASE INDICATE YOUR SOCIAL SECURITY OR IDENTIFICATION NUMBER BELOW:

WITNESS OF SIGNATURES

OWNERS SIGN BELOW

BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

ROYALTY INTEREST cont'd.

Edmund Henry Lloyd	.0103868 R.I.
Roger M. Lloyd or Dorothy M. Lloyd	.0103868 R.I.
Nealy J. Maddox	.0009344 R.I.
Edward D. Randorff	.0042871 R.I.
J. E. Roberts	.0115966 R.I.
Virgia L. Roberts	.0115966 R.I.
*****Malcom R. Sandlin & Jane Sandlin	.0004214 R.I.
*****Leon A. Sevcik, Jr. & Mardell G.	.0025723 R.I.
Lewis Shirley, Jr. & Ruby Shirley	.0327878 R.I.
Robert Verri & Sam Verri	.0011884 R.I.
Milburn Nutt	.0013048 R.I.
Orion A. Daniel, Jr.	.0013048 R.I.
Wynant Wilson	.0018267 R.I.
Richard E. Ferguson	.0012879 R.I.
John Clifford Mathis	.0012879 R.I.
*****Lewis Shirley, Sr.	.0049713 R.I.
*****Frank Shirley	.0024857 R.I.
*****Perry William Shirley	.0024857 R.I.
{ The State of Texas }	<u>.0018945 R.I.</u>
Eula Mae J. Thomas	.0003962 R.I.
*****Raymond & Katheryn Dietrich	.0007923 R.I.

$$= \frac{14.73}{971.905} \times \frac{1}{8}$$

OVERRIDING ROYALTY INTEREST

*****Terry Nils Anderson	.0042932 O.R.I.
*****Noel Kevin Anderson	.0042932 O.R.I.
Roy Hogan	.0010438 O.R.I.
Elizabeth McRae Lewis	.0004022 O.R.I.
Alice Ann McRae Collier	.0004022 O.R.I.
*****Carl Worsham	.0016314 O.R.I.
Ewell Cason	.0003914 O.R.I.
The McRae Trust, Ewell Cason, Trustee	.0013048 O.R.I.
Eldon Daves	.0009133 O.R.I.
Jane Hamilton	.0003914 O.R.I.
E. W. McRae	.0027400 O.R.I.

OVERRIDING ROYALTY INTEREST cont'd.

Joseph M. Wilson	.0007828 O.R.I.
Patricia N. Wilson	.0007828 O.R.I.
Randolph E. Wilson	.0007828 O.R.I.
Judy Jones Wilson	.0002609 O.R.I.
E. Allen Wright, Jr.	.0007828 O.R.I.
Ola Lee Jones	.0003914 O.R.I.
Borden Worsham	.0029362 O.R.I.
G. W. Springer	.0006524 O.R.I.
Celeste M. Carson	.0009135 O.R.I.
Vida M. Kreklow	.0012615 O.R.I.
Frances W. McRae	.0010438 O.R.I.
S. M. Scheurer	.0006524 O.R.I.
Robert S. Scheurer	.0016962 O.R.I.
Susan L. McRae	.0001304 O.R.I.
Susan L. McRae Canary	.0002720 O.R.I.
Judy Jones Wilson, Trustee	.0005219 O.R.I.
Mead Royalty Co.	.0004800 O.R.I.
Richard S. Rankin	.0003858 O.R.I.
Jar Timber Corp.	.0003858 O.R.I.
John B. Woolston	.0000514 O.R.I.
Billy Maxwell	.0000514 O.R.I.
James R. Sowell	.0001028 O.R.I.
John A. Liddle	.0003125 O.R.I.

WORKING INTEREST

Bruce L. Edwards	.0516190 W.I.
Gary K. Edwards	.0516190 W.I.
Beverly Kamprath	.0258095 W.I.
R. W. Kamprath	.0258095 W.I.
Dorman Anderson	.0774280 W.I.
Roy Hogan	.0096780 W.I.
Jordan Engineering, Inc.	.0104760 W.I.
W. T. & Marjorie Jane Jordan	.0112910 W.I.
Robert York Jordan	.0099995 W.I.
Thomas J. Jordan	.0103120 W.I.
John W. Jordan	.0112910 W.I.
Debra Ann Jordan	.0112910 W.I.

WORKING INTEREST cont'd.

Petromark Minerals, Inc.	.0068242 W.I.
Vermillion Bay Land Co.	.0045488 W.I.
W. C. Richardson	.0030328 W.I.
E. C. Johnston, Jr.	.0725880 W.I.
Gordon C. Johnston	.0290360 W.I.
Jane W. Johnston	.0362940 W.I.
Laura V. Johnston, Trust	.0120980 W.I.
Edgar W. Johnston, Trust	.0120980 W.I.
Janet W. Day, Trust	.0120980 W.I.
Margaret Gayle Harvey	.0145180 W.I.
Decie Ann Brookshire.	.0145180 W.I.
Blanche Marie Bruyere	.0145180 W.I.
Kathy Glenna Allbright	.0145180 W.I.
Elaine J. Kauffman	.0145180 W.I.
Elizabeth C. Tlitalo	.0145180 W.I.
Gordon C. Johnston, Jr.	.0145180 W.I.
Mark Steven Johnston	.0145180 W.I.
Kent McHaney Johnston	.0145180 W.I.
Janet Johnston Day	.0145180 W.I.
Edgar Scott Johnston	.0145180 W.I.
Laura Virginia Johnston	.0145180 W.I.
D. W. George	.1161420 W.I.
Amalgumated Bonanza	.0068242 W.I.
Circus Oil Co.	.0030328 W.I.

*This interest is subject to a Deed of Trust dated July 6, 1974 and recorded in Vol. 203, Page 116, Deed Records of Bryan County, State of Texas, in favor of Farm & Home Association, Austin, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

**A portion of this interest is subject to a Deed of Trust dated August 7, 1974, and recorded in Vol. 181, Page 814, Deed Records of Bexar County, Texas, in favor of First Federal Savings & Loan Assoc., Bryan, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

***This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Rex Forster, Jr. covenant and agrees to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

****This interest is subject to a Deed of Trust dated August 22, 1977 and recorded in Vol. 162, Page 329, Deed Records of Bexar County, Texas, in favor of Farm & Home Savings Assoc., Vernon, Missouri, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Wm. R. Klemm covenant and agree to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

*****This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Bryant H. Krenek covenant and agree to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

*****A portion of this interest is subject to a Deed of Trust dated August 24, 1972 and recorded in Vol. 159, Page 434, Deed Records of Bexar County, State of Texas, in favor of Farm & Home Savings Association, Vernon, Missouri, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

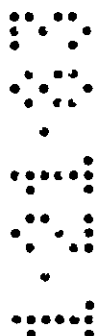
*****A portion of this interest is subject to a Deed of Trust dated October 14, 1977, and recorded in Vol. 226, Page 101, Deed Records of Bexar County, State of Texas, in favor of City National Bank, Bryan, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****Each of these parties entered into an option agreement to convey their said interest to Dorman Anderson and wife, Oma Anderson, if ever sold, dated August 1, 1978, recorded in Vol. 404, Page 299 of the Deed Records of Brazos County, Texas. By execution of this division order, each of said parties authorize and direct The Permian Corporation to make payment as credited above and further covenant and agree to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under these interests until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****This interest is subject to a Deed of Trust dated September 6, 1978 and recorded in Vol. 243, Page 652, Deed Records of _____ County, State of _____ in favor of Citizens National Bank, Abilene, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****These interests are payable as credited above until the death of Lewis Shirley, Sr., thereafter reverting to Frank Shirley et ux Gladys Shirley, Perry William Shirley et ux Delores Shirley and Lewis Shirley, Jr. By execution of this division order, each of said parties covenants and agrees to hold The Permian Corporation harmless from any liability in determining if, as and when this contingency occurs in the absence of 30 days written notice by registered mail.

*****A portion of this interest is subject to a Deed of Trust dated December 21, 1978 and recorded in Vol. 25, Page 609, Deed Records of Bexar County, State of Texas in favor of First National Bank, Bryan, Texas, who by execution of this division order, tuahorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.



THE PERMIAN CORPORATION

DIVISION ORDER

Lease No. 479910

January 17, 19 83

TO THE PERMIAN CORPORATION, P. O. BOX 1183, HOUSTON, TEXAS 77001

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant the title to our respective interests as set out below in all oil produced from all wells on the _____

E. C. Johnston Co. - B. G. R. S. #2

farm or lease, located in Brazos County, State of Texas, more particularly described as follows:

TRACT 1: Being part of the A. McLaughlin and the Wm. King Surveys in Brazos County, Texas and containing 230.5 acres.

TRACT 2: Being all of the W. G. Wilson Survey in Brazos County, Texas

TRACT 3: Being all of the J. S. Riley Survey in Brazos County, Texas

TRACT 4: Being all of the W. Berryman Survey in Brazos County, Texas

TRACT 5: Being all of the Malcolm R. Sandlin and Jane A. Sandlin Survey SF 16389 Brazos County, Texas

TRACT 6: Being all of the Raymond Dietrich, Katherine A. Dietrich, Eula Mae J. Thomas, and Robert Verri, Jr. Survey SF 16394 Brazos County, Texas

and containing 971.905 acres of land, more or less.

and commencing at 7 A.M., the 1st day of December, 19 82, and until further written notice either from you or us you are authorized to receive oil therefrom, purchase it and pay for it as follows:

CREDIT TO	DIVISION OF INTEREST	POST OFFICE ADDRESS
	<u>ROYALTY INTEREST</u>	
Varena Balfour	.0015134 R.I.	
*Ellis Bird & Andrea Bird	.0042974 R.I.	
Donald Conlee	.0011432 R.I.	
Douglas Conlee	.0011432 R.I.	
Jess Davis Conlee	.0011432 R.I.	
**Rex Forster & Barbara J. Forster	.0011618 R.I.	
***Veterans Land Board for the a/c of Rex Forster, Jr.	.0005530 R.I.	
Thomas J. Galloway & Mary Galloway	.0346399 R.I.	
Andrew E. Huegel	.0054954 R.I.	
****Wm. R. Klemm & Doris M. Klemm	.0021436 R.I.	
*****Veterans Land Board for the a/c of Wm. R. Klemm	.0004288 R.I.	
Bryant H. Krenek & Betty J. Krenek	.0004288 R.I.	
*****Veterans Land Board for the a/c of Bryant H. Krenek	.0004288 R.I.	
Bolivar Joseph Lloyd	.0103868 R.I.	

G.L.O.
Copy

MAKE SURE YOUR CORRECT MAILING ADDRESS IS SHOWN ABOVE

The following covenants are also parts of this division order and shall be binding on the undersigned, their heirs, devisees, successors, legal representatives and assigns.

FIRST: The oil received and purchased hereunder shall become your property as soon as the same is received into your custody, or that of any pipe line company or carrier designated by you, and the undersigned agree to look solely to you for payment of oil purchased hereunder and shall have no claim or recourse against any subsequent purchaser of said oil.

SECOND: The oil received and purchased hereunder shall be delivered F. O. B. to any pipeline or carrier designated by you which gathers and receives said oil, and you shall pay for such oil to the respective owners according to the division of interest above set forth at the same price per barrel received by the operator of the lease covered by this division order. The word "oil" used herein shall mean crude oil and condensate (or distillate) delivered hereunder.

THIRD: Quality and quantity shall be determined in accordance with the conditions specified in the purchase agreement with lease operator. The oil shall be steamed when necessary to make merchantable and you may refuse to receive any oil not considered merchantable by you.

FOURTH: Settlements and payments shall be made monthly by check mailed from your office to the respective parties at the addresses above given, for the amount of such purchase price due said parties, respectively, less any taxes required by the law to be deducted and paid by you as purchaser.

FIFTH: Abstracts and other evidence of title satisfactory to you will be furnished to you at any time on demand. In the event of failure to so furnish such evidence of title, or in the event of any dispute or question at any time concerning title to the above lands, or the oil produced therefrom, you may hold the proceeds of all oil received and run, without interest, until indemnity satisfactory to you has been furnished or until such dispute or question of title is corrected or removed to your satisfaction. And in the event any action or suit is filed in any Court affecting title either to the real property above described or to the oil produced therefrom in which any of the undersigned are parties, written notice of filing of such action shall immediately be furnished you by the undersigned, stating the Court in which the same is filed and the title of such action or suit, and you or any carrier transporting oil for your account shall be held harmless from any judgment rendered in such suit and all reasonable costs and expenses incurred in defending against said claim, whether in your defense or in the defense of the carrier transporting oil for your account, and the undersigned shall pay said judgment and said costs and expenses.

SIXTH: The undersigned severally shall notify you of any change of ownership, and no transfer of interest shall be binding upon you until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to you. Transfers of interest shall be made effective not earlier than the first day of the calendar month in which notice is received by you. You are relieved hereby of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion or discharge of money or other payments from said interest and the signers hereof whose interests are affected by such money or other payments, if any, assume said responsibility and shall give you notice in writing by registered letter addressed to you at the above address, when any such money or other payments have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, you shall be held harmless in the event of, and are hereby released from any and all damage or loss which might arise out of any overpayment.

SEVENTH: This division order shall become valid and binding on each and every owner above named as soon as signed by him or her regardless of whether any of the other above named owners have so signed; and in consideration of the purchase of oil hereunder, consent is given hereby to you and any pipe line company which you may cause to connect with the wells or tanks on said land, to disconnect and remove such pipe lines, in case of termination by either you or us of purchases under this division order.

EIGHTH: Working interest owners and operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said oil, that all oil tendered hereunder has been and will be produced and handled in compliance with the Fair Labor Standards Act of 1938, and any amendments thereto, and all other federal, state and municipal laws, rules and regulations.

IN ACCORDANCE WITH FEDERAL LAW, PLEASE INDICATE YOUR SOCIAL SECURITY OR IDENTIFICATION NUMBER BELOW:

WITNESS OF SIGNATURES

OWNERS SIGN BELOW

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BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN

ROYALTY INTEREST cont'd.

Edmund Henry Lloyd	.0103868 R.I.
Roger M. Lloyd or Dorothy M. Lloyd	.0103868 R.I.
Nealy J. Maddox	.0009344 R.I.
Edward D. Randorff	.0042871 R.I.
J. E. Roberts	.0115966 R.I.
Virgia L. Roberts	.0115966 R.I.
*****Malcom R. Sandlin & Jane Sandlin	.0004214 R.I.
***** Leon A. Sevcik, Jr. & Mardell G.	.0025723 R.I.
Lewis Shirley, Jr. & Ruby Shirley	.0327878 R.I.
Robert Verri & Sam Verri	.0011884 R.I.
Milburn Nutt	.0013048 R.I.
Orion A. Daniel, Jr.	.0013048 R.I.
Wynant Wilson	.0018267 R.I.
Richard E. Ferguson	.0012879 R.I.
John Clifford Mathis	.0012879 R.I.
*****Lewis Shirley, Sr.	.0049713 R.I.
*****Frank Shirley	.0024857 R.I.
*****Perry William Shirley	.0024857 R.I.
<u>The State of Texas</u>	<u>.0018945 R.I.</u>
Eula Mae J. Thomas	.0003962 R.I.
*****Raymond & Katheryn Dietrich	.0007923 R.I.

$= \frac{14.73}{971.905} \times \frac{1}{8}$

OVERRIDING ROYALTY INTEREST

*****Terry Nils Anderson	.0042932 O.R.I.
*****Noel Kevin Anderson	.0042932 O.R.I.
Roy Hogan	.0010438 O.R.I.
Elizabeth McRae Lewis	.0004022 O.R.I.
Alice Ann McRae Collier	.0004022 O.R.I.
*****Carl Worsham	.0016314 O.R.I.
Ewell Cason	.0003914 O.R.I.
The McRae Trust, Ewell Cason, Trustee	.0013048 O.R.I.
Eldon Daves	.0009133 O.R.I.
Jane Hamilton	.0003914 O.R.I.
E. W. McRae	.0027400 O.R.I.

OVERRIDING ROYALTY INTEREST cont'd.

Joseph M. Wilson	.0007828 O.R.I.
Patricia N. Wilson	.0007828 O.R.I.
Randolph E. Wilson	.0007828 O.R.I.
Judy Jones Wilson	.0002609 O.R.I.
E. Allen Wright, Jr.	.0007828 O.R.I.
Ola Lee Jones	.0003914 O.R.I.
Borden Worsham	.0029362 O.R.I.
G. W. Springer	.0006524 O.R.I.
Celeste M. Carson	.0009135 O.R.I.
Vida M. Kreklow	.0012615 O.R.I.
Frances W. McRae	.0010438 O.R.I.
S. M. Scheurer	.0006524 O.R.I.
Robert S. Scheurer	.0016962 O.R.I.
Susan L. McRae	.0001304 O.R.I.
Susan L. McRae Kanary	.0002720 O.R.I.
Judy Jones Wilson, Trustee	.0005219 O.R.I.
Mead Royalty Co.	.0004800 O.R.I.
Richard S. Rankin	.0003858 O.R.I.
Jar Timber Corp.	.0003858 O.R.I.
John B. Woolston	.0000514 O.R.I.
Billy Maxwell	.0000514 O.R.I.
James R. Sowell	.0001028 O.R.I.
John A. Liddle	.0003125 O.R.I.

WORKING INTEREST

Bruce L. Edwards	.0516190 W.I.
Gary K. Edwards	.0516190 W.I.
Beverly Kamprath	.0258095 W.I.
R. W. Kamprath	.0258095 W.I.
Dorman Anderson	.0774280 W.I.
Roy Hogan	.0096780 W.I.
Jordan Engineering, Inc.	.0104760 W.I.
W. T. & Marjorie Jane Jordan	.0112910 W.I.
Robert York Jordan	.0099995 W.I.
Thomas J. Jordan	.0103120 W.I.
John W. Jordan	.0112910 W.I.
Debra Ann Jordan	.0112910 W.I.

WORKING INTEREST cont'd.

Petromark Minerals, Inc.	.0068242 W.I.
Vermillion Bay Land Co.	.0045488 W.I.
W. C. Richardson	.0030328 W.I.
E. C. Johnston, Jr.	.0725880 W.I.
Gordon C. Johnston	.0290360 W.I.
Jane W. Johnston	.0362940 W.I.
Laura V. Johnston, Trust	.0120980 W.I.
Edgar W. Johnston, Trust	.0120980 W.I.
Janet W. Day, Trust	.0120980 W.I.
Margaret Gayle Harvey	.0145180 W.I.
Decie Ann Brookshire.	.0145180 W.I.
Blanche Marie Bruyere	.0145180 W.I.
Kathy Glenna Allbright	.0145180 W.I.
Elaine J. Kauffman	.0145180 W.I.
Elizabeth C. Tlitalo	.0145180 W.I.
Gordon C. Johnston, Jr.	.0145180 W.I.
Mark Steven Johnston	.0145180 W.I.
Kent McHaney Johnston	.0145180 W.I.
Janet Johnston Day	.0145180 W.I.
Edgar Scott Johnston	.0145180 W.I.
Laura Virginia Johnston	.0145180 W.I.
D. W. George	.1161420 W.I.
Amalgumated Bonanza	.0068242 W.I.
Circus Oil Co.	.0030328 W.I.

*This interest is subject to a Deed of Trust dated July 6, 1974 and recorded in Vol. 203, Page 116, Deed Records of Bryan County, State of Texas, in favor of Farm & Home Association, Austin, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

**A portion of this interest is subject to a Deed of Trust dated August 7, 1974, and recorded in Vol. 181, Page 814, Deed Records of Bexar County, Texas, in favor of First Federal Savings & Loan Assoc., Bryan, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

***This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Rex Forster, Jr. covenant and agrees to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

****This interest is subject to a Deed of Trust dated August 22, 1977 and recorded in Vol. 162, Page 329, Deed Records of Bexar County, Texas, in favor of Farm & Home Savings Assoc., Vernon, Missouri, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Wm. R. Klemm covenant and agree to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

*****This interest is payable as credited above by virtue of a Deed of Trust dated _____ and recorded in Vol. _____, Page _____, Deed Records of _____ County, State of _____. By execution of this division order, Veterans Land Board and Bryant H. Krenek covenant and agree to hold The Permian Corporation harmless from any liability in determining if, as and when this indebtedness is paid in the absence of 30 days written notice by registered mail.

*****A portion of this interest is subject to a Deed of Trust dated August 24, 1972 and recorded in Vol. 159, Page 434, Deed Records of Bexar County, State of Texas, in favor of Farm & Home Savings Association, Vernon, Missouri, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****A portion of this interest is subject to a Deed of Trust dated October 14, 1977, and recorded in Vol. 226, Page 101, Deed Records of Bexar County, State of Texas, in favor of City National Bank, Bryan, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****Each of these parties entered into an option agreement to convey their said interest to Dorman Anderson and wife, Oma Anderson, if ever sold, dated August 1, 1978, recorded in Vol. 404, Page 299 of the Deed Records of Brazos County, Texas. By execution of this division order, each of said parties authorize and direct The Permian Corporation to make payment as credited above and further covenant and agree to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under these interests until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****This interest is subject to a Deed of Trust dated September 6, 1978 and recorded in Vol. 243, Page 652, Deed Records of _____ County, State of _____ in favor of Citizens National Bank, Abilene, Texas, who by execution of this division order, authorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

*****These interests are payable as credited above until the death of Lewis Shirley, Sr., thereafter reverting to Frank Shirley et ux Gladys Shirley, Perry William Shirley et ux Delores Shirley and Lewis Shirley, Jr. By execution of this division order, each of said parties covenants and agrees to hold The Permian Corporation harmless from any liability in determining if, as and when this contingency occurs in the absence of 30 days written notice by registered mail.

*****A portion of this interest is subject to a Deed of Trust dated December 21, 1978 and recorded in Vol. 25, Page 609, Deed Records of Bexar County, State of Texas in favor of First National Bank, Bryan, Texas, who by execution of this division order, tuahorizes and directs The Permian Corporation to make payment as credited above and further covenants and agrees to hold The Permian Corporation wholly harmless and not liable for the accounting of payments made under this interest until such time as The Permian Corporation shall have received 30 days written notice by registered mail that such interest shall no longer be paid as credited above.

Garry Mauro
Commissioner
General Land Office



February 17, 1983

The Permian Corp.
P. O. Box 1183
Houston, Texas 77001

Attention: Division Order Dept.

RE: State Lease M-84013
E. C. Johnston Co. - B.G.R.S. & B.G. R.S. #2
Tracts 1 through 6, Brazos County, Texas
Oil D. O. #479909

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law on the subject for this Division to execute your division order and thereby attempt to bind the State by the provisions contained therein.

This Division, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

Max J. Werkenthin, Attorney
Energy Resources
Phone: 512-475-6749
Enclosure

M. F. 84013
CORRESPONDENCE FILE

(10)

To Division Order

From

Dated 2-17-83

Garry Mauro
Commissioner
General Lar



171

Dear Mr. Morelle:
I am forwarding a copy of your letter of Feb. 8, 1983, on to
Mr. Gus Edwards' Abilene, Texas office.
GUS EDWARDS CO. Suite 9B
One Energy Sq., 79601
Abilene, Texas

February 12, 1983

Respectfully yours,
John W. Jordan
John W. Jordan

February 8, 1983

H. S. (Gus) Edwards
Box 332
Bryan, Texas 77801

Attn: Mr. John W. Jordan

Re: Pooling Agreement
BGRS Unit
SF-16389 and SF-16394
Brazos County, Texas

Gentlemen:

In reviewing our files we do not find an executed copy of the captioned Pooling Agreement.

Would you please furnish us with a xerox copy of the executed agreement.

Sincerely,

Garry Mauro

By: *V. C. Morelle*
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VM/dd

Garry Mauro
Commissioner
General Land Office



February 8, 1983

H. S. (Gus) Edwards
Box 332
Bryan, Texas 77801

Attn: Mr. John W. Jordan

Re: Pooling Agreement
BGRS Unit
SF-16389 and SF-16394
Brazos County, Texas

Gentlemen:

In reviewing our files we do not find an executed copy of the captioned Pooling Agreement.

Would you please furnish us with a xerox copy of the executed agreement.

Sincerely,

Garry Mauro

By:
V. C. Morelle, Attorney
Oil and Gas Division
Legal Department
512 475-4246

VM/dd

16. Ltr. to H. S. Edwards

2-8-83

Bob:

This matter has
been taken care of - Pooling
affected by instrument
referred to in our letter
of October 24, 1980. (attached)

I am returning the
file to you.

Ken
3-4-83

171



GUS EDWARDS COMPANY
GEOLOGIST/OIL OPERATOR
ONE ENERGY SQUARE, SUITE 9B
ABILENE, TEXAS 79601
PH. (915) 677-2218

February 21, 1983

Mr. Garry Mauro
Stephen E. Austin Bldg.
1700 North Congress Ave.
Austin, Texas 78701

SUBJ: Gus Edwards Co.
B.G.R.S. Lease
Brazos County, Texas

Dear Mr. Mauro:

In reply to your letter dated February 8, 1983 forwarded to this office by John Jordan, please be advised that the B.G.R.S. Lease is not a unit, but rather a communitized lease. This was executed and/or ratified by all lessors involved, including the state. This document was filed in Brazos County, Volume 31, Page 721. If this does not answer your questions satisfactorily, please refer back to me at this office.

Yours truly,

GUS EDWARDS CO.

Gary K. Edwards,
Vice-President

GKE:tb

12. Ltr. from Gary K. Edwards
2-21-83

57803

Garry Mauro
Commissioner
General Land Office



IMPORTANT: RETAIN WHITE COPY
AND RETURN YELLOW
COPY WITH REQUESTED
DOCUMENT.

September 19, 1983

E. C. Johnston Company
Box 1112
Longview, Texas 75606

Attention: Accounting Manager

Re: State Lease M-84013
BGRS Lease
Kurten (Woodbine) Field
Brazos County, Texas

Gentlemen:

Our records indicate production was secured from the subject lease during July, 1978. As the State owns an interest in the above lease, various reports concerning the lease's production and sales should be filed with this office each month.

Enclosed is a booklet entitled "Rules and Regulations Governing Oil and Gas Reports and Payments (ERP-100)", "a supply of Oil and Condensate Reports (Form MA-1), Gas Reports (Form MA-2), and a blank for reorder when this supply is depleted. (Specific filing instructions are also on the reverse side of each report.)

Oil and Condensate Reports (Form MA-1) and royalties must be received on or before the fifth day of the second month succeeding the month of production. Gas Reports (Form MA-2) and royalties must be received on or before the fifteenth day of the second month succeeding the month of production. All Forms MA-1 and MA-2 must include your RRC Operator Code Number 439620. This code should be placed immediately to the right of the operator name on line 2.

Please file the necessary reports and corresponding purchase statements from the date of first production to date and monthly thereafter.

Sincerely yours,

Jeff Dusenbury, Unit Supervisor
Resource Accounting
Telephone No. 512-475-4524

RWB/lsg
Enclosures

(13)

M. F. 84013

CORRESPONDENCE FILE

To E. C. Johnston Co.

From

Dated 9-19-83 lsg

Gulf Oil Corporation

DIVISION ORDER AND ROYALTY RELATIONS

20124

J. P. Baird
DIRECTOR

P. O. Box 4538
Houston, TX 77210

July 6, 1984

TO ALL INTEREST OWNERS:

Re: GULF OIL CORPORATION - Kurten (Woodbine) Unit
Kurten (Woodbine) Field
Brazos County, Texas

Enclosed are two copies of our division order covering your interest in Tract No. 23 of the captioned unit.

If your interest is correct, please execute one copy of the division order in the presence of a subscribing witness and return same to this office.

Very truly yours,

J. P. BAIRD



John C. Rembert
(713) 754-5818

JCR:dr
Enclosure





To: Gulf Oil Corporation
P. O. Box 4538
Houston, Texas 77210

Division Order No. 242-28650-00 (Oil and Gas)

Date July 6, 1984

Effective 7:00 A.M. June 1, 1984

Each of the undersigned certifies and guarantees that he is the legal owner of, and hereby warrants the title to, the interest shown opposite his name on the schedule attached hereto and made a part hereof, and that the interest shown is the entire interest owned by the undersigned, in the oil and/or gas produced and saved from the land or unit located in

OPERATOR AND LEASE NAME GULF OIL CORPORATION - Kurten (Woodbine) Unit
County or Parish Brazos
State of Texas

...more particularly described as follows: As described in the Kurten (Woodbine) Unit Agreement filed of record on May 30, 1984, in Volume 686, Page 326 of the Deed Records of Brazos County, Texas

Until further written notice, Gulf Oil Corporation (hereinafter called Gulf) is hereby authorized to account to each of the undersigned for his interest in said oil and gas in accordance with the division of interest which is correctly set out herein. Gulf is hereby authorized to receive and purchase the oil and/or gas belonging to the herein described separate owners or to sell and deliver same to the same party or parties to whom Gulf may sell its working interest production from said lease. The sale of said oil and/or gas is subject to the following terms and conditions:

First: All oil and gas received and purchased by Gulf under the terms of this division order shall become the property of Gulf when the same has been delivered to it or when delivered to any pipeline or to any person, firm or corporation designated by Gulf to receive said oil and gas for its account. In the event of the sale of the aforesaid oil or gas by Gulf along with Gulf's working interest production, same shall become the property of the party to whom it is sold by Gulf when delivered to such purchaser.

Second: The price of all oil received and purchased by Gulf hereunder shall be the posted price of Gulf for oil of the same gravity, kind and quality produced in the particular field on the date said oil is received. In the event of the sale of said oil, the price therefor shall be the same price received by Gulf therefor at the well, and Gulf is hereby authorized to receive payment therefor.

Third: For gas, settlement hereunder shall be made on the basis of Gulf's gas sales contract price and upon the volume and heat content computations made by the party or parties to whom delivery is made.

Fourth: Payment hereunder for said oil and/or gas, after deducting any severance, occupation or other tax imposed thereon, shall be paid monthly at Houston, Texas, according to the division of interest correctly set out herein, by mailing check of Gulf therefor to each party at the address herein designated. The undersigned authorize Gulf to withhold from settlements on any and all oil and gas referred to herein the amount of any tax placed thereon, or on the production thereof, by any governmental authority, and to pay the same in behalf of the undersigned. Gulf is authorized to deduct gathering, transportation, treating, dehydration, compression and other similar post-production charges incurred in connection with readying such oil and gas for market.

Fifth: If a refund of a portion of the proceeds derived from the sale of said oil or gas may be required under any order, rule, or regulation of the Federal Energy Regulatory Commission, the Natural Gas Act, the Natural Gas Policy Act, or any other governmental agency having jurisdiction or applicable statute, Gulf may withhold without interest the portion of the proceeds subject to refund until indemnity satisfactory to Gulf has been furnished, or until Gulf's refund obligation has been finally determined. If at any time a refund of a portion of the proceeds derived from the sale of oil or gas which has been paid the undersigned is required under any statute, order, rule, or regulation Gulf may recover said refund by deduction from future payments or, at Gulf's discretion, may invoice the undersigned for the portion applicable to the undersigned's interest, plus the legal rate of interest Gulf is required to pay applicable to the undersigned's interest.

(Continued on reverse side)
W. O. Covert

Sixth: If the sale of gas be made other than at the well or at the lease separator, then the settlements under this division order shall be made after deduction of gathering, transportation, dehydration, compression, treating, and other costs properly incurred in connection with the making of such sale.

Seventh: Only merchantable oil will be received hereunder. If necessary to make it merchantable, oil shall be steamed or treated by the owner at his expense before delivery. Proper deduction will be made for water, dirt, sediment, and other impurities the expense of treating to remove such impurities, and corrections for temperature will be made in accordance with established rules prevailing at the time and place of delivery.

Eighth: Each of the undersigned warrants the title to the particular interest credited to him herein, and agrees to indemnify and save harmless Gulf or any other purchaser of said oil and gas, and any carrier designated by Gulf or other purchaser to receive the aforesaid oil and gas, and each of them, against all and every loss, damage, charge, or expense of any kind whatsoever which they, or either of them, may suffer or incur by or on account of receiving or purchasing or transporting said oil and gas, or by reason of any and all claims of any character as to said oil and gas, adverse to the undersigned.

Ninth: Each owner of the working interest herein allocated to him warrants that all production sold under this Division Order has been and will be produced and handled in compliance with the provisions of the Fair Labor Standards Act of 1938 and any amendments thereto and all other federal, state and municipal laws, rules, and regulations.

Tenth: In the event the lands described above are or become a part of any unit created by agreement or governmental authority providing for the division of oil and/or gas among the owners of interest within such unit, then this division order and the interests of the undersigned set forth above shall be applicable to that portion of the oil and/or gas produced from the unit which is allocable or attributable to the above described land.

Eleventh: Without impairment of any warranty herein contained, it is agreed that satisfactory evidence of title will be furnished as of the effective date hereof, and at any time thereafter when demanded. If such evidence of title does not, in the opinion of the attorney of Gulf, show that each of the undersigned has good title to the oil and/or gas produced from the above described land, or in the event of adverse claim, controversy, or suit, which, in the opinion of Gulf's attorney, affects title to any interest hereunder, Gulf may hold, without interest, the amount credited to the owner thereof until such title has been made acceptable to Gulf, or until such claim, controversy, or suit is settled to its satisfaction.

Twelfth: Gulf is hereby relieved of any responsibility for determining when any of the interests hereinabove set forth shall revert to other parties either as a result of the completion or discharge of money or other payments from said interests or for other cause, and the signers hereof whose interests are affected by any such money or other payments or causes which would result in the reversion, vesting, or transfer of any interest agree to deliver to Gulf notice in writing, at P. O. Box 4538, Houston, Texas, 77210, when any such money or other payments have been completed or discharged or when any such reversion, vesting, or transfer becomes effective and furnish transfer orders accordingly and agree to indemnify and hold Gulf harmless from any failure to do so.

Thirteenth: The undersigned hereby adopt, ratify, and confirm each oil and gas lease, together with any amendments thereto, under which the oil and/or gas to which this division order applies is produced. If the production which is the subject of this division order is obtained from a unit or units, the establishment of such unit or units is hereby ratified, confirmed, and adopted.

Fourteenth: Gulf, or any other purchaser of said oil or gas and any carrier designated by Gulf to receive said oil or gas, or either of them, shall have the right at any time to assign and transfer their or its respective rights hereunder, either in whole or in part, whether then contingent or accrued.

Fifteenth: The undersigned agree to notify Gulf in writing of any change of ownership and no transfer of interest shall be binding upon Gulf until a transfer order or division order and the recorded instrument(s) evidencing such transfer or certified copy(ies) thereof shall be furnished to Gulf at P. O. Box 4538, Houston, Texas, 77210. Any transfer of interest shall be made effective on the first day of the calendar month following the month in which such notice and instrument are received by Gulf.

Sixteenth: If the amounts payable to any interest hereunder shall amount to less than twenty-five Dollars (\$25.00) per month, Gulf is hereby authorized to make payment for such accruals at such time as the accruals have accumulated in the amount of twenty-five dollars (\$25.00) or more.

Seventeenth: This division order shall become valid and binding on each of the undersigned, his heirs, devisees, administrator, executor, successors, or assigns, as soon as signed by him regardless of whether other interest owners have so signed, and all of the provisions herein contained shall apply to each of the undersigned separately and not jointly.

DIVISION ORDER — SCHEDULE "A"
GULF #0018-B

Page 1 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S.

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
	Tract #23							
	B. G. R. S.							
				971.89 acres, more or less, being all of the W. G. Wilson Survey, A-243, all of the J. S. Riley Survey, A-205, all of the W. Berryman Survey, A-79, part of William King Survey, A-149 and part of the A. McLaughlin Survey, A-157, all in Brazos County, Texas and being the same land described in that certain Oil, Gas and Sulphur Lease dated August 3, 1977, between J. E. Roberts and wife, Virginia L. Roberts, et al, as Lessors and "Gus" Edwards, as Lessee, recorded in Vol. 27, Page 481 of the Oil and Gas Records of Brazos County, Texas, as amended by that certain instrument dated February 14, 1978 and recorded in Vol. 396, page 450 of the Deed Records of Brazos County, Texas.				
1N				Varena Balfour Seale P. O. Box 7998 Longview, Texas 75607	RI	.0015134		
2N				Ellis Bird and Andrea Bird (A) Route 3, Box 476 Bryan, Texas 77801	RI	.0042974		
3	0829143-007			Donald Conlee P. O. Box 473 Bryan, Texas 77801	RI	.0011432		
4N				Douglas Conlee P. O. Box 7247 Waco, Texas 76710	RI	.0011432		
5	0829141-001			Jess Davis Conlee P. O. Box 473 Bryan, Texas 77801	RI	.0011432		
6N				Rex Forster and Barbara J. Forster (B) 108 Bizzell Bryan, Texas 77801	RI	.0011618		
7N				Veterans Land Board A/C Rex Forster, Jr. 1700 N. Congress Austin, Texas 78701	RI	.0005530		
8N				Thomas J. Galloway & Mary Galloway Route 3, Box 475 Bryan, Texas 77801	RI	.0346399		
9N				Andrew E. Huegel 8112 Butler Ridge College Station, Texas 77840	RI	.0054954		
10N				William R. Klemm & Doris M. Klemm (C) Route 3, Box 475 Bryan, Texas 77801	RI	.0021436		

(Sign here if your interest appears on this page)

WITNESSES

SIGNATURES

Social Security or
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DIVISION ORDER — SCHEDULE "A"

GULF 90018-B

Page 2 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S. Tract

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
11N				Veterans Land Board A/C William R. Klemm 1770 N. Congress Austin, Texas 78701	RI	.0004288		
12N				Bryant H. Krenek & Betty J. Krenek P. O. Box 1171 Bryan, Texas 77801	RI	.0004288		
13N				Veteran Land Board A/C Bryant H. Krenek 1700 N. Congress Austin, Texas 78701	RI	.0004288		
14N				Bolivar Joseph Lloyd 116 Nottingham Drive Colonial Heights, Virginia 23823	RI	.0103868		
15N				Edmund Henry Lloyd 1406 Clearwater - Largo Road Largo, Florida 33540	RI	.0103868		
16N				Roger M. Lloyd & Dorothy M. Lloyd 311 Sugarland Run Drive Sterling, Virginia 22170	RI	.0103868		
17N				Nealy J. Maddox (S) Rt. 7, Box 1425 Bryan, TX 77802	RI	.0009344		
18N				Edward D. Randorff (*) Florence I. Randorff as Attorney-in-Fact Route 3, Box 479 Bryan, Texas 77801	RI	.0042871		
19N				J. E. Roberts 2836-B S Heather Gardens Auroua, Colorado 80014	RI	.0115966		
20N				Virgia L. Roberts 840 S. Rosemary Drive Bryan, Texas 77801	RI	.0115966		
21				Malcolm M. & Jane Sandlin (D) 3601 Tanglewood Drive Bryan, Texas 77802	RI	.0004214		
22N				Leon A. Sevcik, Jr. & (E) Mardell G. Sevcik Route 3, Box 464 E Bryan, Texas 77801	RI	.0025723		

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WITNESSES

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DIVISION ORDER — SCHEDULE "A"
 GULF 90018-B

Page 3 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
23N				Lewis Shirley, Jr. & Ruby Shirley Route 3, Box 474B Bryan, Texas 77801	RI	.0327878		
24N				Robert Verri & Sam Verri 224 Scottsridge Charlotte, North Carolina 28210	RI	.0011884		
25N				Milburn E. Nutt P. O. Box 897 Wichita Falls, Texas 76307	RI	.0013048		
26N				Orion A. Daniel, Jr. 2120 Bucknell Avenue Charlotte, NC 28207	RI	.0013048		
27	0029478-005			Wynant S. Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	RI	.0018267		
28N				Richard E. Ferguson (S) Rt. 3, Box 501 Bryan, TX 77803	RI	.0012879		
29N				John Clifford Mathis (S) (*)	RI	.0012879		
30N				Lewis Shirley, Sr. (S) (P)	RI	.0049713		
31N				Frank Shirley (S)	RI	.0024857		
32N				Perry William Shirley (S) 402 Olive Bryan, TX 77801	RI	.0024857		
33	0000509-083			State of Texas General Land Office Austin, Texas 78701	RI	.0018945 ✓		
34N				Eula Mae J. Thomas 3822 Plainsman Lane Bryan, Texas 77801	RI	.0003962		

$\frac{14.73}{971.89} \times \frac{1}{8} =$

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"
 GULF 90018-B

Page 4 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston - B.G.R.S.

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
35	0826288-003			Raymond Dietrich & Katherine Dietrich P. O. Box 3733 Bryan, Texas 77801	RI	.0007923		
				TOTAL RI		<u>.1711033</u>		
36N				Terry Nels Anderson (G) 4411 Caston Wichita Falls, Texas 76302	ORI	.0042932		
37N				Noel Kevin Anderson (G) 4111 Caston Wichita Falls, Texas 76302	ORI	.0042932		
38	0728816-000			Roy Hogan 2408 Marika Circle Wichita Falls, Texas 76308	ORI	.0010438		
39N				Elizabeth McRae Lewis C/O E. W. McRae 1534 Mesquite Wichita Falls, Texas 76302	ORI	.0004022		
40N				Alice Ann M. Collier 701 Bonham #247 Grand Prairie, Texas 75050	ORI	.0004022		
41N				Carl Worsham (H) One Energy Square, #4B Abilene, Texas 79601	ORI	.0016314		
42N				Ewell Cason 1020 Oil & Gas Bldg. Wichita Falls, Texas 76302	ORI	.0003914		
43N				Ewell Cason, Trustee of the McRae Trust 1020 Oil & Gas Building Wichita Falls, Texas 76301	ORI	.0013048		
44N				Eldon Daves 1020 Oil & Gas Building Wichita Falls, Texas 76301	ORI	.0009133		
45N				Jane Hamilton 1030 Wichita Tower Wichita Falls, Texas 76301	ORI	.0003914		
46N				E. W. McRae Suite 1020 The Wichita Tower Building Wichita Falls, Texas 76301	ORI	.0027400		

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WITNESSES

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DIVISION ORDER — SCHEDULE "A"
GULF 90018-B

Page 5 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S.

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
47	0703405-001			Patricia N. Wilson 5956 Sherry Lane Suite 910, LB#1001 Dallas, Texas 75225	ORI	.0007828		
48	0638226-001			Randolph E. Wilson 5956 Sherry Lane Suite 910, LB# 1001 Dallas, Texas 75225	ORI	.0007828		
49N				Judy Jones Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	ORI	.0002609		
50N				E. Allen Wright, Jr. 1929 River Oaks Abilene, Texas 69604	ORI	.0007828		
51N				Ola Lee Jones 2717 Southwest Drive Abilene, Texas 79605	ORI	.0003914		
52N				Modesto Corporation One Energy Square #4B Abilene, Texas 79601	ORI	.0029362		
53N				G. W. Springer P. O. Box 86 Abilene, Texas 79604	ORI	.0006524		
54N				Celeste M. Carson 110 Cedar Big Spring, Texas 79720	ORI	.0009135		
55N				Vida M. Kreklow 704 S. Park San Angelo, Texas 76901	ORI	.0012615		
56N				Frances W. McRae 400 University W Apt. 710 Little Rock, Ar 72205	ORI	.0010438		
57N				S. M. Scheurer P. O. Box 1416 Wichita Falls, Texas 76307	ORI	.0006524		
58N				Robert S. Scheurer P. O. Box 539 Wichita Falls, Tx 76301	ORI	.0016962		
59N				Susan L. McRae Canary 422 East Broadway Yale, Oklahoma 74085	ORI	.0004024		

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"

GULF 90018-B

Page 6 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S.

D/O No. 242-28650-00

3)

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
60	0826313-009			Mead Royalty Company P. O. Box 2088 Jacksonville, FL 32203	ORI	.0004800		
61	0834027-005			Richard S. Rankin (*) 1314 The 600 Bldg. Corpus Chirsti, TX 78473	ORI	.0003858		
62N				J.A.R. Timber Corporation (*) 2915 Vine, Suite 303 Dallas, Texas 75204	ORI	.0003858		
63	0826391-005			Woolston, John B. 1200 Seagler Road #165 Houston, Texas 77042	ORI	.0000514		
64	0826314-007			Maxwell, Billy 827 Glenchester Houston, Texas 77079	ORI	.0000514		
65	0826398-000			James R. Sowell (*) 2915 Vine Suite 303 Dallas, Texas 75204	ORI	.0001028		
66	0753387-000			John A. Liddle P. O. Box 2619 Abilene, Texas 79604	ORI	.0002344		
67N				Donald L. Horton 2301 Robin Rd. Abilene, TX 79605	ORI	.0000781		
68N				Ruth Elinor Wilson Melton 3839 Northwest Parkway Dallas, Texas 75225	ORI	.0001305		
69	0799247-002			Alice N. W. Burke 902 Parkview Drive New Iberia, La 70560	ORI	.0001305		
70N				Wynant Stone Wilson Indp Exec of the Est of Ruth E. C. Wilson % Interfirst Bank Trust Energy Depp P. O. Box 84738 Dallas, Texas 75284	ORI	.0003913		

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"
 GULF 30018-B

Page 7 of Schedule "A" attached to

Operator & Lease Name **E. C. Johnston Company - E.G.R.S.**

D/O No. **242-28650-00**

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
71N				Joseph Carleton Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	ORI	.0001740		
72N				Judy Jones Wilson Trustee for Westley Jones Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	ORI	.0001740		
73N				Judy Jones Wilson Trustee for Derrick Stone Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	ORI	.0001739		
74	0029478-005			Wynant S. Wilson 2014 Brook Hollow Drive Abilene, Texas 79605	ORI	.0001305		
75	0728240-003			HiLo Holdings, Ltd. Suite 1550 Central Park Plaza 340-12th Avenue, SW Calgary, Alberta, Canada T2R-165	ORI	.0000868		
76	0728325-002			Bellport Resources, Ltd. 1700 717th Avenue, SW Calgary, Alberta Canada T2P0203	ORI	.0000868		
				TOTAL ORI		.0336140		
77N				Bruce Edwards One Energy Square Suite 9B Abilene, Texas 79601	WI	.0516190		
78N				Gary Edwards Suite 9-B One Energy Plaza Abilene, Texas 79601	WI	.0516190		
79N				Beverly Kamprath (*) Route 4, Box 620 Lindale, Texas 75771	WI	.0258095		

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"
GULF 93018-B

Page 8 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
80				R. W. Kamprath (*) 270 Sugarberry Circle Houston, Texas 77024	WI	.0258095		
81	0746832-005			Dorman Anderson 225 Oil & Gas Building Wichita Falls, Texas 76301	WI	.0774280		
82	0728816-000			Roy Hogan 2408 Marika Circle Wichita Falls, Texas 76308	WI	.0096780		
83	0728822-008			Jordan Engineering, Inc. One Energy Squire Suite 10-A Abilene, TX 79601	WI	.0104760		
84	0728821-000			W. T. & Marjorie Jane Jordan P. O. Box 5384 Wichita Falls, Tx 76301	WI	.0112910		
85	0728819-004			Robert York Jordan 222 East Main Brenham, Texas 77833	WI	.0099995		
86	0728820-002			Thomas J. Jordan One Energy Square Suite 10-A Abilene, TX 75225	WI	.0103120		
87	0728818-006			John W. Jordan P. O. Box 332 Bryant, Texas 77801	WI	.0112910		
88	0728817-008			Debra Ann Jordan P. O. Box 5384 Wichita Falls, Texas 76301	WI	.0112910		
89	0724766-019			Petromark Minerals, Inc. 33 5th Avenue, SW Calgary, Alberta, Canada T2P-3B6	WI	.0027298		
90	0854550-001			Bluesky Oil & Gas, Inc. 7th Floor 333-5th Avenue, SW Calgary Alberta, Canada T2P 3B6	WI	.0040945		
91	0728981-002			Vermillion Bay (*) Land Company P. O. Box 52563 Lafayette, La 70505	WI	.0045488		

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"

GULF 90018-B

1

Page of Schedule "A" attached to

E. C. Johnston Company - B. G. R. S.

Operator & Lease Name

D/O No. 242-28650-00 (Oil and Gas)

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
N				L. B. Martin 211 South Club Longview, TX 75602	WI	.0027221		
92N				W. C. Richardson 6525 Washington AR I-10 Houston, TX 77007	WI	.0030328		
93	0094269-000			E. C. Johnston, Jr. P. O. Box 1112 Longview, TX 75601	WI	.0714538		
94N				Gordon C. Johnston P. O. Box 1112 Longview, TX 75601	WI	.0285823		
95N				Jane W. Johnston P. O. Box 3447 Longview, TX 75606	WI	.0357268		
96N				Jane W. Johnston Trustee for Laura V. Johnston Trust P. O. Box 3447 Longview, TX 75606	WI	.0119090		
97N				Jane W. Johnston Trustee for Edgar S. Johnston Trust P. O. Box 3447 Longview, TX 75606	WI	.0119090		
98N				Jane W. Johnston for Janet J. Day Trust P. O. Box 3447 Longview, TX 75606	WI	.0119090		
99N				Margaret Gayle Harvey 4809 Marsha Wichita Falls, TX 76302	WI	.0145180		
100N				Decie Ann Brookshire (*) 705 Springs Creek Tyler, TX 75703	WI	.0145180		
101N				Blanche Marie Bruyere 1212 Yates Drive Longview, TX 75601	WI	.0145180		
102N				Kathy Glenna Allbright Route 7, Box 452 Longview, TX 75602	WI	.0145180		
103N				Elaine J. Kauffman P. O. Box 1773 Longview, TX 75601	WI	.0145180		

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"
GULF 90018-B

Page 10 of Schedule "A" attached to

Operator & Lease Name E. C. Johnston Company - B.G.R.S.

D/O No. 242-28650-00 (Oil and Gas)

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
104N				Elizabeth C. Ylitalo P. O. Box 509 Polaris, Montana 59746	WI	.0145180		
105N				Gordon C. Johnston, Jr. P. O. Box 3644 Longview, TX 75606	WI	.0145180		
106N				Mark Steven Johnston 1503 Noble Longview, TX 75601	WI	.0145180		
107N				Kent McHaney Johnston 2500 Seaboard Midland, TX 79701	WI	.0145180		
108N				Janet Johnston Day 20 Pegues Place Longview, TX 75601	WI	.0145180		
109N				Edgar Scott Johnston P. O. Box 3447 Longview, TX 75606	WI	.0145180		
110N				Laura V. Johnston c/o Guy Lamb P. O. Box 3447 Longview, TX 75606	WI	.0145180		
111	0000863-001			D. W. George P. O. Box 1112 Tyler, TX 75701	WI	.1161420		
112N				Circus Oil Company 2915 Vine Suite 303 Dallas, TX 75204	WI	.0030328		
113				Gulf Oil Corporation	WI	.0066505		
TOTAL WI						.7952827		
<p>(*) These interest did not ratify the unit and will be paid tract production only under D/O No. 242-28650-01.</p> <p>(A) Division Order must be executed by the named owner and the morgagor, Farm and Home Association, Austin, Texas</p> <p>(B) Division Order must be executed by named owner and the morgagor, First Federal Savings and Loan Association, Bryan, Texas.</p> <p>(C) Division Order must be executed by named owner and mortgagor, Farm and Home Savings Association of Vernon, Missouri.</p>								

(Sign here if your interest appears on this page)

WITNESSES

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DIVISION ORDER — SCHEDULE "A"
 GULF 90018-B

Page 11 of Schedule "A" attached to

E. C. Johnston Company - B.G.R.S

Operator & Lease Name

D/O No. 242-28650-00

Item	Owner No.	Old Acct. & Stat	Change Type	Name & Address	Type Int.	Interest	New Acct. & Stat	Suspense Reason & Date
(D)				Division Order must be executed by named owner and mortgagors, Farm & Home Savings Association of Vernon, Missouri and City National Bank of Bryan, Texas.				
(E)				Same as above				
(F)				Upon the death of Lewis Shirley, Sr., interest reverts to Frank Shirley, et ux, Perry William Shirley, et ux and Lewis Shirley, Jr.				
(G)				Due to the option agreement, Division Order must be executed by named owner and Dorman Anderson and wife, Oma Anderson.				
(H)				Division Order must be executed by named owner and morgagor, Citizens National Bank of Abilene, Texas.				
(S)				Payment suspended on the division of interest of the Permian Corporation.				

(Sign here if your interest appears on this page)

WITNESSES

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 Tax I.D. Number _____

Garry Mauro
Commissioner
General Land Office



July 25, 1984

Gulf Oil Corp.
P.O. Box 4538
Houston, Texas 77210

ATTENTION: John C. Rembert

RE: State Lease M-84013
Kurten Woodbine Unit
Kurten Field
Brazos County, Texas

Gentlemen:

This letter is issued in lieu of the ordinary form of "Division Order" prepared by the oil companies primarily for execution by the individual royalty owner.

Inasmuch as the statutes provide the royalties the State shall receive, it is felt that it would not be in conformity with the law for the General Land Office to execute your division order and thereby attempt to bind the State by the provisions contained therein.

The General Land Office, insofar as permitted under the law, acquiesces in the sale of the oil and/or gas to you from this lease, which oil and/or gas shall become your property when the State has been paid for same, as prescribed by law and under the terms and conditions as set out in the lease covering the area in question.

Very truly yours,

Marilyn Logan
Division Order Analyst
Energy Resources
Phone No. (512) 475-2858

jrf

Enclosure

Copy of Division Order

M. F. 84013
CORRESPONDENCE FILE
TO

(14)

Division Order
FROM

DATED 7-25-84

Garry Mauro
Commissioner
General Land Office



May 1, 1984

Ms. Becky Miller
Scott, Douglass & Luton
12th Floor
First City Bank Bldg.
Austin, Texas 78701

Re: Oil and gas pooling application
Gulf Oil Coporation
State Lease M-84013
Kurten Woodbine Unit
Brazos County, Texas

Dear Ms. Miller:

The oil and gas pooling application was approved by the School Land Board, May 1, 1984, for oil and gas to the Woodbine.

Please submit fully executed duplicate copies of the unitization agreement so that we may circulate same for execution.

If you have any questions, please contact Virgil Morelle of our Legal Division 512 475-6298.

Sincerely,

Garry Mauro

By

Linda K. Fisher

Linda K. Fisher, Secretary
School Land Board

Enclosure
Phone 512 475-4307

15

M-84013

Ltr to

Becky Miller

Dated 5-1-84 ga

Garry Mauro
Commissioner
General Land Office



May 2, 1984

Ms. Becky Miller
Scott, Douglass and Luton
12th Floor
First City Bank Bldg.
Austin, Texas 78701

Re: Oil and gas pooling agreement
Gulf Oil Corporation
State Lease M-84013
Kurten Woodbine Unit
Brazos County, Texas

Dear Ms. Miller:

Enclosed are two originals of the captioned pooling agreement, fully executed by the Commissioner of the General Land Office. We have retained a copy for our files.

If you have any questions, please call.

Sincerely,

Diana Dickson, Assistant
Oil and Gas Division
Legal Department
512 475-4246

/dd

16.

M-84013

Ltr to
Becky Miller
dated 5-2-84^{gd}

M-84013

KURTEN WOODBINE UNIT
WATERFLOOD RESULTS

1. PRODUCTION RESPONSE
 - a. Decline arrested in 1985, production increase begins in late 1985-early 1986
 - b. Production will increase over the next four years until a peak response of 2270 BOPD in 1989.
 - c. Gradual production decline @ 10% after peak production over the remaining life of the project.
 - d. Primary and waterflood production over the project life is 10.5 MMSTB.
Incremental waterflood production over primary is 8.5 MMSTB.
2. INJECTION PERFORMANCE
 - a. Initial injection rates will be high due to low near-wellbore pressure and propped fractures in converted injectors; up to 1000 BWPD is possible for a short period. The Jones Enhanced Recovery Unit (JERU) achieved 500-600 BWPD initially.
 - b. Rates will decrease during fill-up and average 100-200 BWPD over the life of the project.
 - c. Fracture trends identified in the JERU will be used to locate wells to avoid early breakthrough.
 - d. Early water production will be low, if the wells are located off the fracture trend. The JERU has no significant water production after two years except for a well pair located on a fracture trend.
3. PERFORMANCE CALCULATIONS BASIS
 - a. Numerical simulation of an area in the North Central/Western sides of the field.
 - b. Simulation of typical fivespot patterns via SPE Monograph methods.
 - c. Performance and experience gained from the Jones Enhanced Recovery Unit injection project.
 - d. Performance and experience of a similar Woodbine waterflood in low permeability rock. The OSR Halliday field, 50 miles NE of Kurten has been under a waterflood for 10 years.

Tax: [REDACTED]

Test 3E
1E
2E

99.216
958.456 =

~~958.456~~ X .125 = .0129395

.1035162

14.73 / 976.905

GULF OIL CORPORATION
CENTRAL DIVISION
HOUSTON AREA

KURTEN WOODBINE UNIT
WATERFLOOD PERFORMANCE

KURTEN (WOODBINE) FIELD
DRAZOS COUNTY, TEXAS

EXHIBIT NO.
DOCUMENT NO. 3-82,232 APRIL 25, 1984

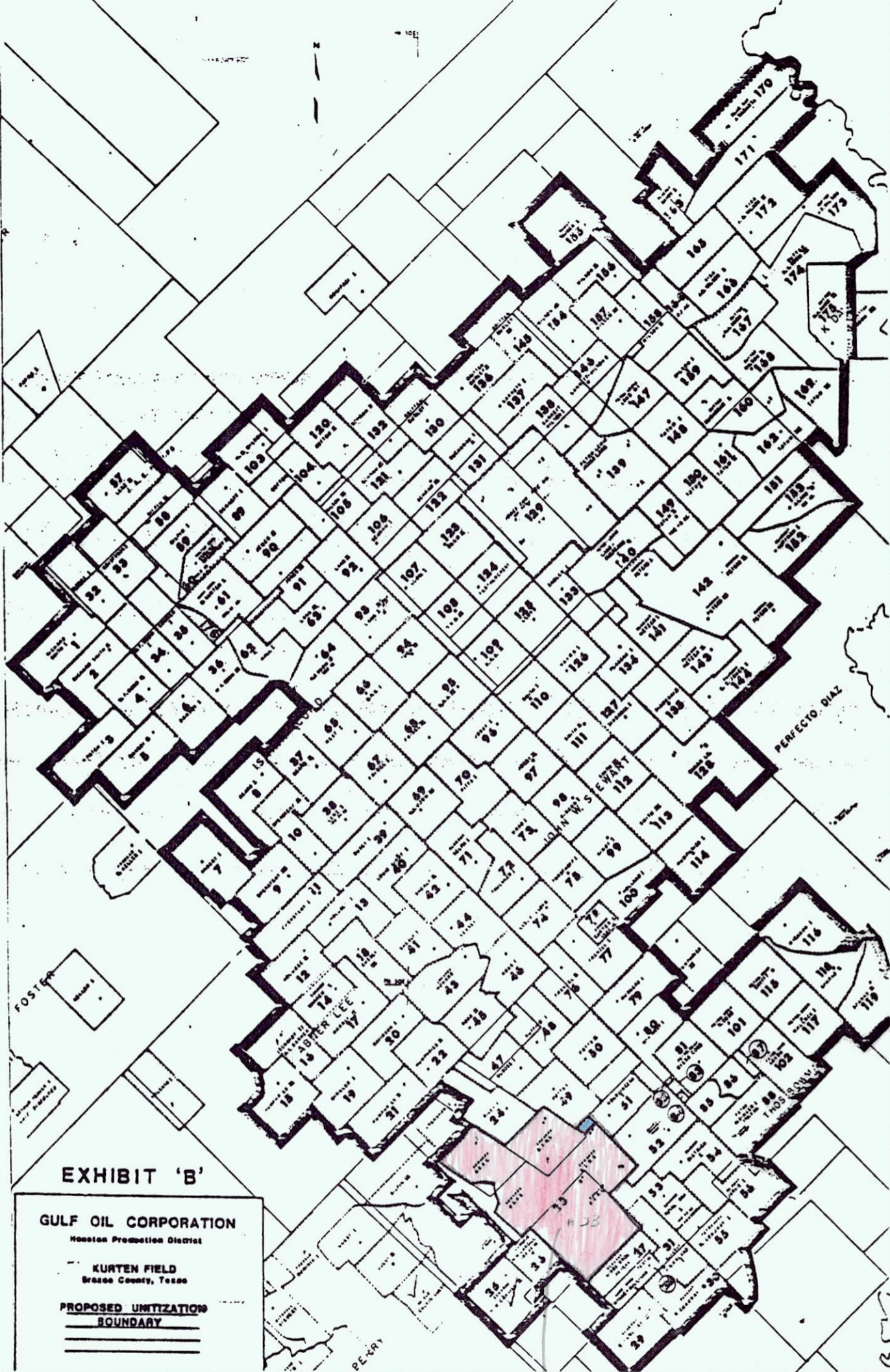


EXHIBIT 'B'

GULF OIL CORPORATION

Houston Promotion District

KURTEN FIELD
Brazos County, Texas

PROPOSED UNITIZATION
BOUNDARY

BGRS UNIT
#2969

OPERATOR	<i>Fract</i> LEASE	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation	R.W. Baker et al "1"	1-2	12/78	34999
	Beard Unit I	1	4/80	1492
	Beard Unit II	1	12/80	5515
	Bennett Unit 1	1	11/79	7308
	Britten-Burley Unit 1	1	10/79	21127
	Britten-Burley Unit II	1	4/80	13835
	Britten-Burley Unit III	1	7/80	21208
	Buchanan, W.H.	1	10/76	95938
	Busey Unit I	1	7/80	39174
	Conner Unit I	1	7/79	112085
	Cotton Unit I	1	10/80	29596
	Cotton Unit II	1	11/80	14403
	Dansby Unit I	1	11/78	136333
	Dansby Unit II	1	1/81	5570
	Davidson Unit I	1	12/80	11717
	DRB Unit I	1	6/77	52182
	DRB Unit II	1	7/77	126000
	DRB Unit III	1	8/77	327343
	DRB Unit IV	1	9/77	278387
	DuBose Unit I	1	2/79	175201
	Endler Unit I	1	10/77	91276
	Faulkner Unit 1	1	3/78	239503
	Feather Crest Unit I	1	5/77	164333
	Frenzel Unit I	1	9/78	43232
	Frenzel Unit II	1	10/78	265819
	Fridel Unit I	1	11/77	36749
	Fridel Unit II	1	3/78	56517
	Garrett & Wilson Unit I	1	12/77	72219
	Garrett & Wilson Unit II	1	2/78	55467
	Garrett Unit I	1	6/78	86430
	Gibson Unit I	1	9/78	168184
	Gilpin Unit I	1	2/80	97486
	Gilpin Unit II	1	7/80	22763
	Hall Unit 1	1	9/79	22168
	Humphries Unit II	1	4/78	19212
	Jones Enhanced Recovery Unit	1-4,6	5/77	473414
	Jones Enhanced Recovery Unit	7-I	12/80	0
	Jones Enhanced Recovery Unit	8-I	11/80	0
	Jones Enhanced Recovery Unit	9-I	10/81	0
	Jones Enhanced Recovery Unit	10-I	2/81	0
	Jones Unit V	1	5/80	24733
	Jones Unit VI	1	7/80	39367
	Josey Unit I	1	7/78	64128
	Josey Unit II	1	6/78	167758
	Kindt, Louis Unit I	1	9/80	30104
	Kindt Unit I	1	4/79	11266

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL *Fract***

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

OPERATOR	LEASE	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation (continued)	Kologinzak Unit I	1	4/79	83701
	Kristynik Unit I	1	11/79	182245
	Lang Unit I	1	4/77	34844
	Lang Unit II	1	12/79	40276
	Lang Unit III	1	6/80	35907
	Lenz Unit II	1	4/80	20000
	Lloyd, Leslie Unit I	1	7/78	161519
	Lloyd Unit I	1	8/77	113504
	McKinney Unit I	1	12/79	2713
	Moore Unit I	1	9/80	36783
	Odom Unit I	1	2/77	90016
	Odom Unit II	1	7/78	116718
	Odom Unit III	1	1/78	233415
	Odom Unit IV	1	12/77	65687
	Odom, W.F. Unit I	1	3/79	148533
	Odom, W.F. Unit III	1	8/79	64162
	Pitts Unit I	1	3/80	13241
	Plagens Unit I	1	2/78	29853
	Potts Unit I	1	10/78	98388
	Potts Unit II	1	11/78	27650
	Riley Unit I	1	7/80	48507
	Rodgers Unit I	1	12/79	0
	Ross Unit I	1	7/78	211644
	Ross Unit II	1	2/79	32414
	Ruffino Unit I	1	11/78	89559
	Schram	1	9/76	25335
	Schram Unit II	1	7/79	32115
	Schram Unit III	1	3/80	36909
	Schram Unit IV	1	11/79	20902
	Shealy Unit I	1	7/78	32868
	Shealy Unit II	1	5/80	11304
	Shealy Unit III	1	11/80	41858
	Sikorski Unit I	1	8/78	14266
	Sikorski Unit II	1	9/78	25048
	Smith, Richard Unit II	1	10/80	20317
	Smith Unit I	1	9/77	76799
	Smith Unit II	1	12/77	80171
	Smith Unit III	1	1/78	44221
	Smith Unit IV	1	2/78	13421
	Tatum Unit I	1	7/77	68137
	Tatum Unit II	1	12/77	61811
	Tatum Unit III	1	1/78	41432
	Tatum Unit IV	1	6/78	94186
	Tatum Unit V	1	4/78	60732
	Tatum Unit VI	1	1/79	26830
	Urso Unit I	1	6/78	231411
	Vavva Unit I	1	12/77	68055
Veazey Unit I	1, 1-R	6/78	28772	

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL**

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

OPERATOR	LEASE	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation (continued)	Warren Unit II	1	6/81	8126
	West, H. Unit I	1	3/80	24001
	Wilson, H.O. Unit I	1	8/80	7997
	Wilson Unit I	1	9/79	42678
	Wilson Unit II	1	10/80	6131
	Wilson Unit V	1	9/80	17984
	Wilson Unit VI	1	6/80	57409
Johnston, E. C., Co.	B.G.R.S.	1-6	7/78	379527
Prodeco Exploration, Inc.	Conlee, J.D.	1-2	2/79	136786
	Conaway, R. Unit I	1	6/80	20525
	Conaway, R. Unit II	1	10/80	25177
	Dietrich Unit I	1	7/79	52685
	Garland Unit I	1	1/80	38210
	Gibbs Bros. Unit I	1	7/80	19686
	Jarvis Estate Unit I	1	9/79	54211
	Metzer Unit 1	1	4/78	50810
	Self Unit I	1	2/79	56089
Tauber Oil Co.	Tauber, O.J.	1	5/78	11187

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area
KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL**

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

KURTEN WOODBINE UNIT

1.	AVERAGE PHYSICAL PROPERTIES OF RESERVOIR ROCK	
a.	Porosity, percent	12
b.	Permeability, millidarcys	0.3
c.	Interstitial water saturation, percent	58
d.	Initial oil saturation, percent	42
e.	Initial oil saturation ranges, percent	25-64
f.	Current oil saturation, percent (1-84)	39
g.	Current gas saturation, percent (1-84)	3
2.	STRUCTURAL FEATURES OF RESERVOIR	
a.	Total surface area, acres	19,682
b.	Approximate dip of producing zone, ft/mile	125
c.	Average net sand thickness, feet	52
3.	CHARACTERISTICS OF RESERVOIR FLUIDS	
a.	Oil gravity, degrees API (4-81)	38
b.	Gas gravity, (air = 1.00) (4-81)	1.033
c.	Original gas-oil ratio, SCF/STB	694
d.	Bubble point pressure, psig @ 230 ^o F	2,225
e.	Original formation volume factor, RB/STB	1.436
f.	Produced water, TDS mg/l	33,000
4.	RESERVOIR PRESSURE AND TEMPERATURE	
a.	Pressure datum, feet subsea	8,000
b.	Original reservoir pressure, psig @ datum	3,837
c.	Current reservoir pressure, average psig @ datum (10-83)	2,000
d.	Reservoir temperature, degrees F @ datum	230

GULF OIL CORPORATION
 CENTRAL DIVISION
 Houston Area
 KURTEN WOODBINE UNIT
 RESERVOIR DATA SHEET (1)
 KURTEN (WOODBINE) FIELD
 BRAZOS COUNTY, TEXAS

EXHIBIT NO.
 DOCKET NO. 8-82,232 · APRIL 25, 1984

KURTEN WOODBINE UNIT

5. STATISTICAL DATA

a.	Original oil in place, MMSTB	290
b.	Original gas in place, BCF	201
c.	Cumulative oil production MMSTB (12-31-83)	7.915
d.	Ultimate primary production, MMSTB	9.8
e.	Stage of primary depletion, percent	81
f.	Cumulative gas production, BCF (12-31-83)	12,009
g.	Highest oil production rate, STB/D (1-80)	6,242
h.	Current oil production, STB/D (12-83)	1,400
i.	Current gas production, MCF/D (12-83)	4,175
j.	Current water production, BWPD (12-83)	80
k.	Current gas-oil ratio, SCF/STB (12-83)	2,980
l.	Proration unit well density, acres/well	160
m.	Number of wells in the unit, total	122
	producing	117
	injection	4
	source water	1

6. DATA BASE INFORMATION

a.	Number of conventional cores available over at least some of the interval	24
b.	Petrographic studies	3
c.	Reservoir fluid analysis (PVT)	6
d.	Special core analysis, relative permeabilities, capillary pressure and core flood potential tests	6
e.	Digital log analysis for the determination of oil and water saturations and clay volumes	26

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
RESERVOIR DATA SHEET (2)**

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 9-82,232 APRIL 25, 1984

YEAR	MO.	OIL PRODUCTION (BBL)	GAS PRODUCTION (MCF)	WATER PRODUCTION (BBL)	CUMULATIVE OIL PRODUCTION (BBL)	CUMULATIVE GAS PRODUCTION (MCF)	CUMULATIVE WATER PRODUCTION (BBL)
1976	--	8,036	3,120	0	8,036	3,120	0
1977	--	334,356	235,567	0	342,392	238,687	0
1978	--	1,272,035	763,285	0	1,614,427	1,001,972	0
1979	--	1,801,258	964,715	0	3,415,685	1,966,687	0
1980	--	1,932,326	2,577,512	18,850	5,348,011	4,544,209	18,850
1981	JAN.	135,082	240,881	2,503	5,483,093	4,785,090	21,353
	FEB.	115,817	237,068	1,870	5,598,910	5,022,158	23,223
	MAR.	119,057	273,286	2,064	5,717,967	5,295,444	25,287
	APR.	107,488	265,201	2,074	5,825,455	5,560,645	27,361
	MAY	101,739	268,286	1,149	5,927,194	5,828,931	28,510
	JUNE	91,142	259,794	1,262	6,018,336	6,088,725	29,772
	JULY	88,639	245,891	1,375	6,106,975	6,334,616	31,147
	AUG.	85,368	245,281	1,590	6,192,343	6,579,897	32,737
	SEPT.	83,981	249,994	5,251	6,276,324	6,829,891	37,988
	OCT.	82,980	239,188	4,668	6,359,304	7,069,079	42,656
	NOV.	79,341	231,299	3,960	6,438,645	7,300,378	46,616
	DEC.	78,656	218,975	4,145	6,517,301	7,519,353	50,761
1982	JAN.	74,544	207,284	3,400	6,591,845	7,726,637	54,161
	FEB.	65,661	188,036	3,125	6,657,506	7,914,673	57,286
	MAR.	72,007	212,421	3,341	6,729,513	8,127,094	60,627
	APR.	66,740	206,055	2,769	6,796,253	8,333,149	63,396
	MAY	67,337	220,782	2,054	6,863,590	8,553,931	65,450
	JUNE	63,959	199,904	2,231	6,927,549	8,753,835	67,681
	JULY	63,380	216,289	2,141	6,990,929	8,970,124	69,822
	AUG.	64,647	220,575	2,189	7,055,576	9,190,699	72,011
	SEPT.	62,329	221,410	2,106	7,117,905	9,412,109	74,117
	OCT.	64,228	220,617	2,099	7,181,133	9,632,726	76,216
	NOV.	58,515	203,670	1,942	7,239,648	9,836,396	78,158
	DEC.	58,952	191,868	1,995	7,298,600	10,028,624	80,153
1983	JAN.	59,159	177,669	2,501	7,357,759	10,205,933	82,654
	FEB.	53,049	168,133	2,405	7,410,808	10,374,066	85,059
	MAR.	56,027	176,794	2,553	7,466,835	10,550,860	87,612
	APR.	53,367	170,245	2,263	7,520,202	10,721,105	89,875
	MAY	54,309	179,009	2,429	7,574,511	10,900,114	92,304
	JUNE	52,649	170,406	2,690	7,627,160	11,070,520	94,994
	JULY	51,193	177,039	2,641	7,678,353	11,247,559	97,635
	AUG.	49,958	169,008	2,649	7,728,311	11,416,567	100,284
	SEPT.	47,351	151,346	2,498	7,775,662	11,567,913	102,782
	OCT.	49,627	161,739	2,618	7,825,289	11,729,652	105,400
	NOV.	46,611	149,991	2,548	7,871,900	11,879,643	107,948
	DEC.	43,399	129,432	2,451	7,915,299	12,009,075	110,399

GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area
KURTEN WOODBINE UNIT
PRODUCTION HISTORY
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

EXHIBIT NO.
DOCKET NO. 3-82,232 APRIL 25, 1984

OPERATOR	LEASE <i>TRACT</i>	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation	R.W. Baker et al "1"	1-2	12/78	34999
	Beard Unit I	1	4/80	1492
	Beard Unit II	1	12/80	5515
	Bennett Unit 1	1	11/79	7308
	Britten-Burley Unit 1	1	10/79	21127
	Britten-Burley Unit II	1	4/80	13835
	Britten-Burley Unit III	1	7/80	21208
	Buchanan, W.H.	1	10/76	95938
	Busey Unit I	1	7/80	39174
	Conner Unit I	1	7/79	112085
	Cotton Unit I	1	10/80	29596
	Cotton Unit II	1	11/80	14403
	Dansby Unit I	1	11/78	136333
	Dansby Unit II	1	1/81	5570
	Davidson Unit I	1	12/80	11717
	DRB Unit I	1	6/77	52182
	DRB Unit II	1	7/77	126000
	DRB Unit III	1	8/77	327343
	DRB Unit IV	1	9/77	278387
	DuBose Unit I	1	2/79	175201
	Endler Unit I	1	10/77	91276
	Faulkner Unit 1	1	3/78	239503
	Feather Crest Unit I	1	5/77	164333
	Frenzel Unit I	1	9/78	43232
	Frenzel Unit II	1	10/78	265819
	Fridel Unit I	1	11/77	36749
	Fridel Unit II	1	3/78	56517
	Garrett & Wilson Unit I	1	12/77	72219
	Garrett & Wilson Unit II	1	2/78	55467
	Garrett Unit I	1	6/78	86430
	Gibson Unit I	1	9/78	168184
	Gilpin Unit I	1	2/80	97486
	Gilpin Unit II	1	7/80	22763
	Hall Unit 1	1	9/79	22168
	Humphries Unit II	1	4/78	19212
	Jones Enhanced Recovery Unit	1-4,6	5/77	473414
	Jones Enhanced Recovery Unit	7-I	12/80	0
	Jones Enhanced Recovery Unit	8-I	11/80	0
	Jones Enhanced Recovery Unit	9-I	10/81	0
	Jones Enhanced Recovery Unit	10-I	2/81	0
	Jones Unit V	1	5/80	24733
	Jones Unit VI	1	7/80	39367
	Josey Unit I	1	7/78	64128
	Josey Unit II	1	6/78	167758
	Kindt, Louis Unit I	1	9/80	30104
	Kindt Unit I	1	4/79	11266

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL *TRACT***

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

OPERATOR	LEASE	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation (continued)	Kologinzak Unit I	1	4/79	83701
	Kristynik Unit I	1	11/79	182245
	Lang Unit I	1	4/77	34844
	Lang Unit II	1	12/79	40276
	Lang Unit III	1	6/80	35907
	Lenz Unit II	1	4/80	20000
	Lloyd, Leslie Unit I	1	7/78	161519
	Lloyd Unit I	1	8/77	113504
	McKinney Unit I	1	12/79	2713
	Moore Unit I	1	9/80	36783
	Odom Unit I	1	2/77	90016
	Odom Unit II	1	7/78	116718
	Odom Unit III	1	1/78	233415
	Odom Unit IV	1	12/77	65687
	Odom, W.F. Unit I	1	3/79	148533
	Odom, W.F. Unit III	1	8/79	64162
	Pitts Unit I	1	3/80	13241
	Plagens Unit I	1	2/78	29853
	Potts Unit I	1	10/78	98388
	Potts Unit II	1	11/78	27650
	Riley Unit I	1	7/80	48507
	Rodgers Unit I	1	12/79	0
	Ross Unit I	1	7/78	211644
	Ross Unit II	1	2/79	32414
	Ruffino Unit I	1	11/78	89559
	Schram	1	9/76	25335
	Schram Unit II	1	7/79	32115
	Schram Unit III	1	3/80	36909
	Schram Unit IV	1	11/79	20902
	Shealy Unit I	1	7/78	32868
	Shealy Unit II	1	5/80	11304
	Shealy Unit III	1	11/80	41858
	Sikorski Unit I	1	8/78	14266
	Sikorski Unit II	1	9/78	25048
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	Smith Unit I	1	9/77	76799
	Smith Unit II	1	12/77	80171
	Smith Unit III	1	1/78	44221
	Smith Unit IV	1	2/78	13421
	Tatum Unit I	1	7/77	68137
	Tatum Unit II	1	12/77	61811
	Tatum Unit III	1	1/78	41432
	Tatum Unit IV	1	6/78	94186
	Tatum Unit V	1	4/78	60732
	Tatum Unit VI	1	1/79	26830
	Urso Unit I	1	6/78	231411
	Vavva Unit I	1	12/77	68055
Veazey Unit I	1, 1-R	6/78	28772	

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL *TRACT***

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

OPERATOR	LEASE	WELL NO.	INITIAL PRODUCTION DATE	OIL PRODUCTION (BBL) THROUGH 12/31/83
Gulf Oil Corporation (continued)	Warren Unit II	1	6/81	8126
	West, H. Unit I	1	3/80	24001
	Wilson, H.O. Unit I	1	8/80	7997
	Wilson Unit I	1	9/79	42678
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	Wilson Unit VI	1	6/80	57409
Johnston, E. C., Co.	B.G.R.S.	1-6	7/78	379527
Prodeco Exploration, Inc.	Conlee, J.D.	1-2	2/79	136786
	Conaway, R. Unit I	1	6/80	20525
	Conaway, R. Unit II	1	10/80	25177
	Dietrich Unit I	1	7/79	52685
	Garland Unit I	1	1/80	38210
	Gibbs Bros. Unit I	1	7/80	19686
	Jarvis Estate Unit I	1	9/79	54211
	Metzer Unit 1	1	4/78	50810
	Self Unit I	1	2/79	56089
Tauber Oil Co.	Tauber, O.J.	1	5/78	11187

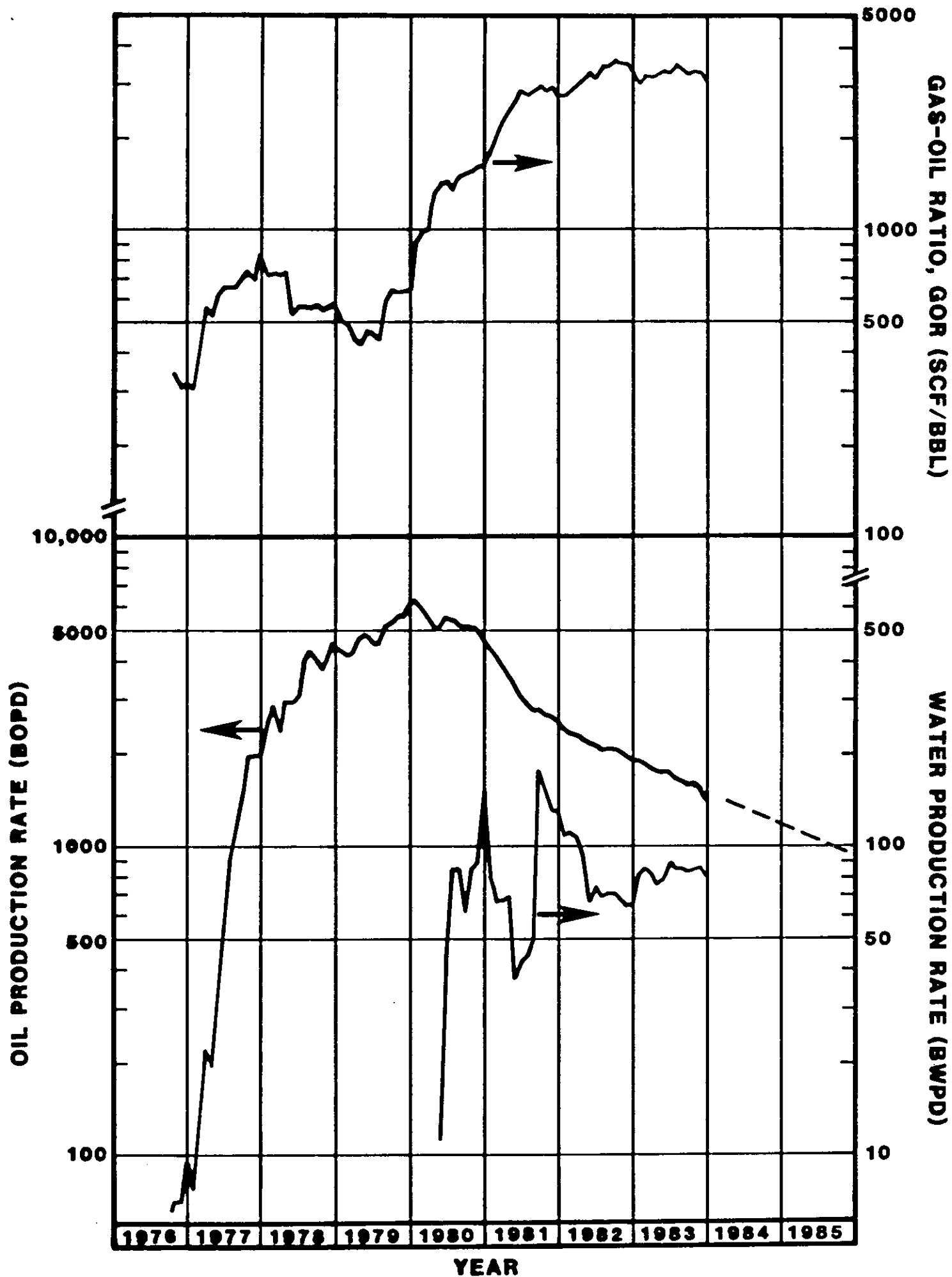
**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE PRODUCTION
BY WELL**

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984



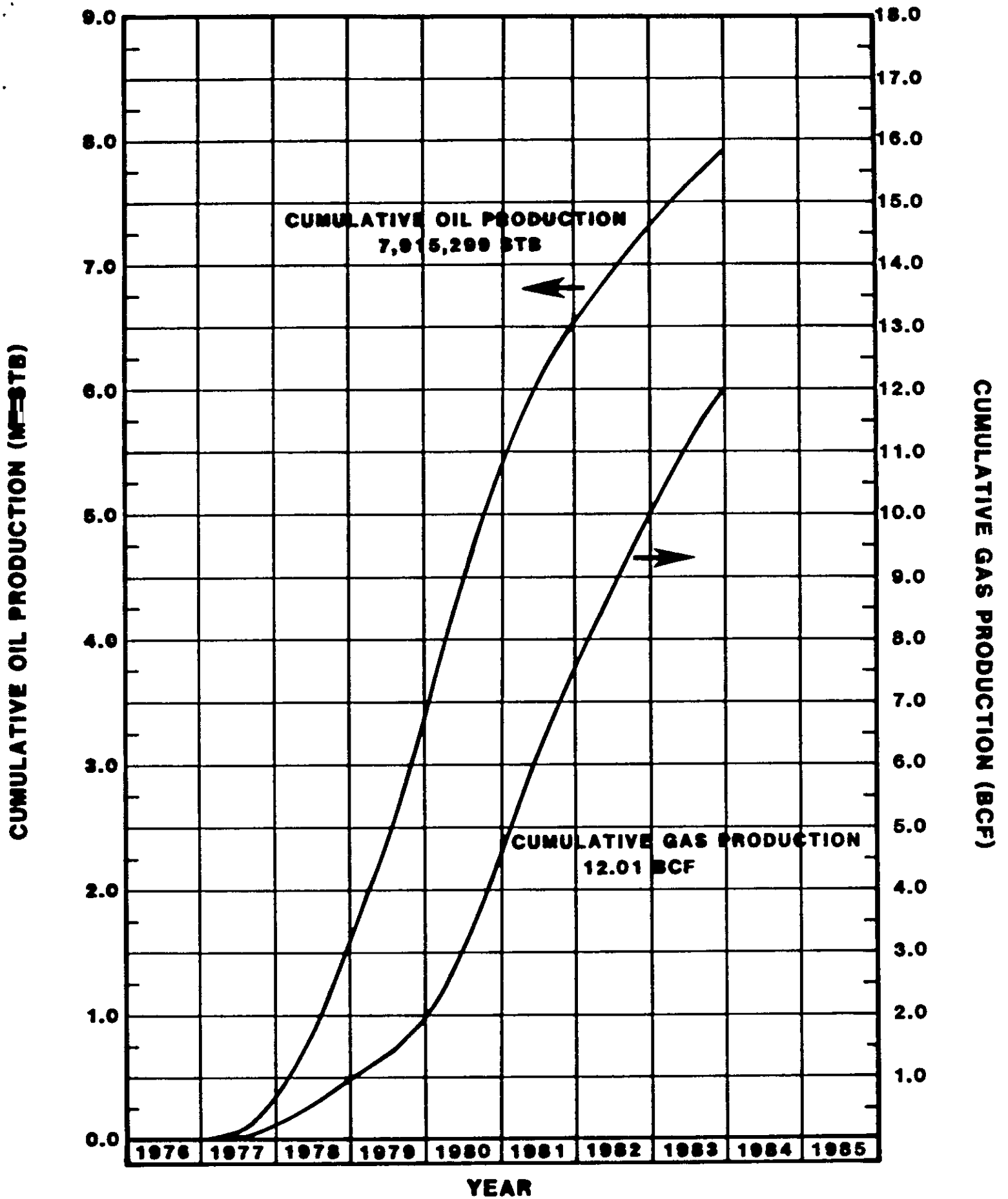
YEAR

GULF OIL CORPORATION
 CENTRAL DIVISION
 Houston Area

KURTEN WOODBINE UNIT
 OIL PRODUCTION
 WATER PRODUCTION AND GOR
 VS
 TIME

KURTEN (WOODBINE) FIELD
 BRAZOS COUNTY, TEXAS

EXHIBIT NO.
 DOCKET NO. 3-82,232 APRIL 25, 1984

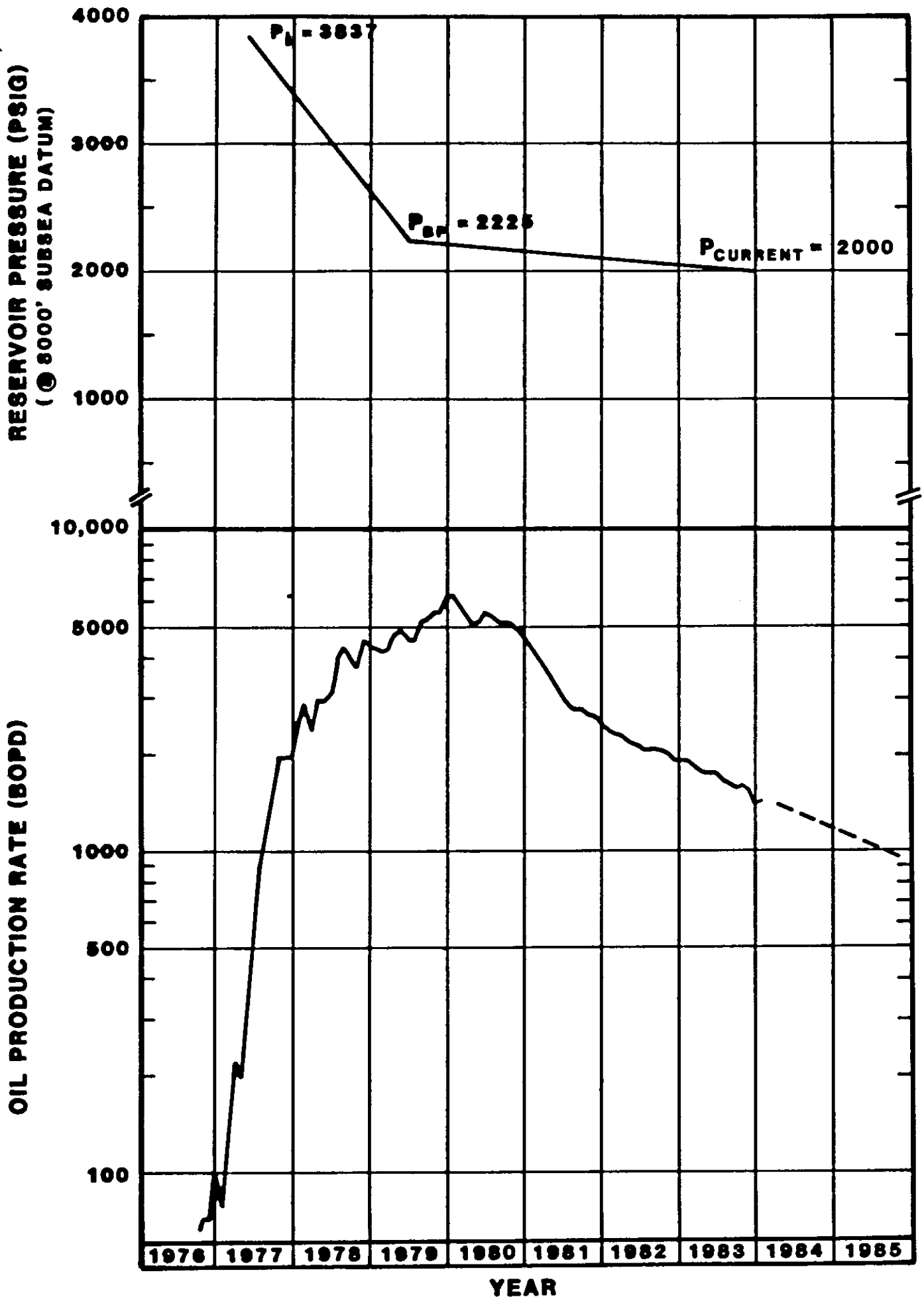


**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area**

**KURTEN WOODBINE UNIT
CUMULATIVE OIL
AND GAS PRODUCTION
VS
TIME**

**KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.
DOCKET NO. 3-82,232 APRIL 26, 1984



GULF OIL CORPORATION
CENTRAL DIVISION
 Houston Area
KURTEN WOODBINE UNIT
RESERVOIR PRESSURE
AND OIL PRODUCTION
VS
TIME
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS
 EXHIBIT NO.
 SOCKET NO. 3-82,232 APRIL 25, 1984

KURTEN WOODBINE UNIT
ANTICIPATED
WATERFLOOD RESULTS

1. PRODUCTION RESPONSE

- a. Decline arrested in 1985, production increase begins in late 1985-early 1986
- b. Production will increase over the next four years until a peak response of 2270 BOPD in 1989.
- c. Gradual production decline @ 10% after peak production over the remaining life of the project.
- d. Primary and waterflood production over the project life is 10.5 MMSTB. Incremental waterflood production over primary is 8.5 MMSTB.

2. INJECTION PERFORMANCE

- a. Initial injection rates will be high due to low near-wellbore pressure and propped fractures in converted injectors; up to 1000 BWPD is possible for a short period. The Jones Enhanced Recovery Unit (JERU) achieved 500-600 BWPD initially.
- b. Rates will decrease during fill-up and average 100-200 BWPD over the life of the project.
- c. Fracture trends identified in the JERU will be used to locate wells to avoid early breakthrough.
- d. Early water production will be low, if the wells are located off the fracture trend. The JERU has no significant water production after two years except for a well pair located on a fracture trend.

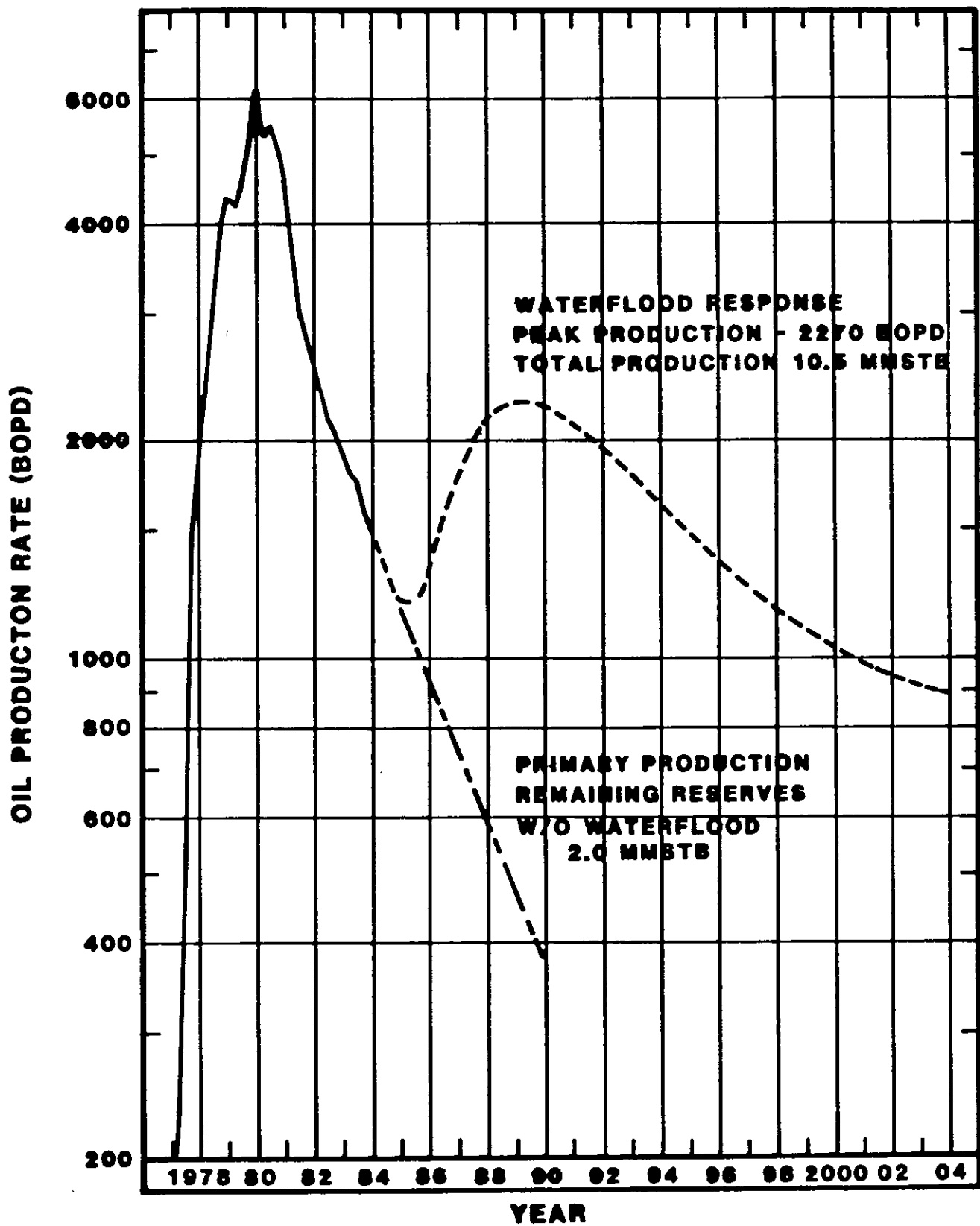
3. PERFORMANCE CALCULATIONS BASIS

- a. Numerical simulation of an area in the North Central/Western sides of the field.
- b. Simulation of typical fivespot patterns via SPE Monograph methods.
- c. Performance and experience gained from the Jones Enhanced Recovery Unit injection project.
- d. Performance and experience of a similar Woodbine waterflood in low permeability rock. The OSR Halliday field, 50 miles NE of Kurten has been under a waterflood for 10 years.

**GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area
KURTEN WOODBINE UNIT
ANTICIPATED
WATERFLOOD PERFORMANCE
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS**

EXHIBIT NO.

DOCKET NO. 3-82,232 APRIL 25, 1984

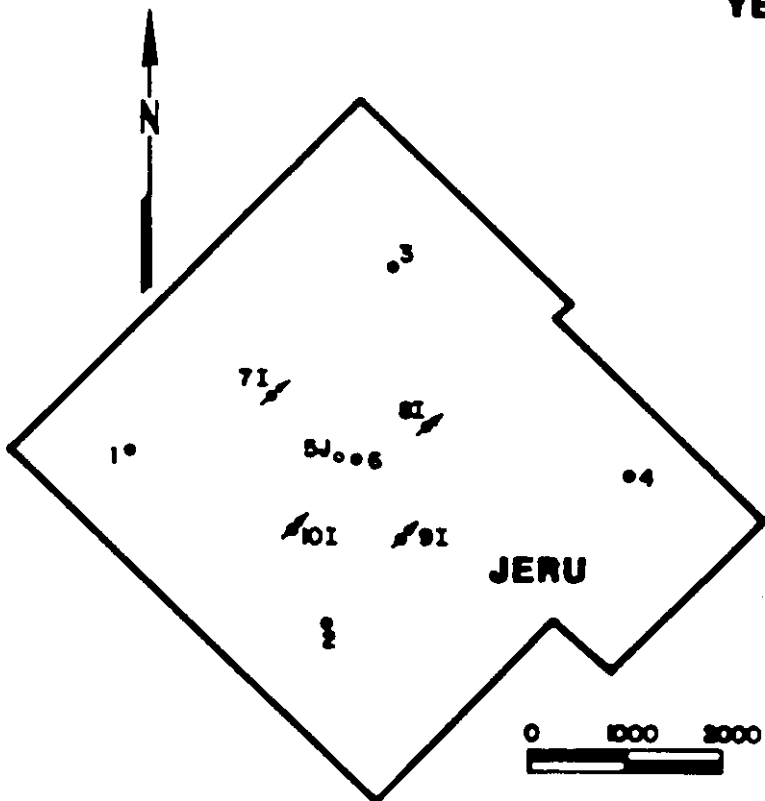
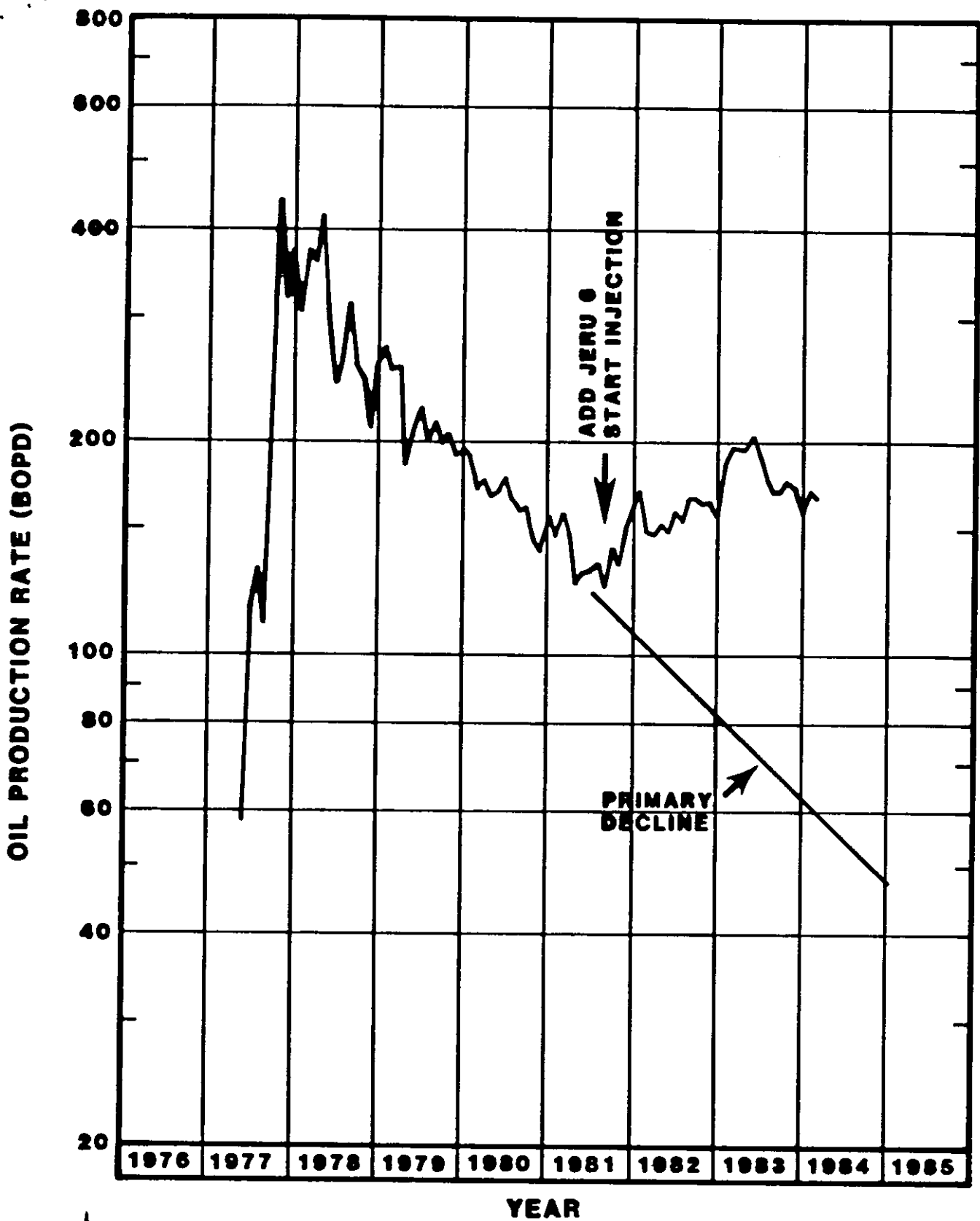


GULF OIL CORPORATION
CENTRAL DIVISION
Houston Area

KURTEN WOODBINE UNIT
PRIMARY PRODUCTION AND
WATERFLOOD RESPONSE
VS
TIME

KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

EXHIBIT NO.
DOCKET NO. 3-82,232 APRIL 25, 1984



GULF OIL CORPORATION
CENTRAL DIVISION
 Houston Area

JONES ENHANCED
RECOVERY UNIT PILOT
PRIMARY PRODUCTION AND
ENHANCED RECOVERY RESPONSE
VS
TIME
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

EXHIBIT NO.
 DOCKET NO. 8-82,282 APRIL 26, 1984

-MEMO-

Operator GULF OIL CORP

Unit Name KURTEN WOODBINE

County BRAZOS

Effective Date 10-9-84 6-1-84

Unitized for: Oil Gas Oil & Gas

1. M.F. No. 84013

Area _____ Tr. 23

Sec. _____ Blk. _____ Survey 205

.0319813 * .01515600 .00605887 % *
1/87 + 14/12/89

2. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

3. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

4. M.F. No. _____

Area _____ Tr. _____

Sec. _____ Blk. _____ Survey _____

_____ x _____ . _____ %

REMARKS: * TRACT PARTICIPATION based on:

- 1. 50% for daily average oil produced in 1981
- 2. 45% for accumulative oil produced
- 3. 5% for surface acreage in each tract

34.33

POOLING COMMITTEE REPORT

10-9-84
App. S.L.P. 5-1-84

1547

TO: SCHOOL LAND BOARD

DATE: April 23, 1984

OPERATOR: Gulf Oil Corporation

COUNTY Brazos

UNIT NAME: Kurten Woodbine

FIELD Kurten

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
M-84013	(971.89) 14.73	14.73
_____	_____	_____
_____	_____	_____
_____	_____	_____

Unitized for:

Kind of land:

Oil _____
Gas _____
Oil and Gas X - Woodbine

State Owned _____
Relinquishment Act _____
Free Royalty X

Size of Unit 19,682 Acres
State owned 14.73 Acres
Privately owned 19,667.27 Acres

Well location:
State land _____
Private land X

Participation:

Railroad Commission Field Rules:

Basis See Remarks
Royalty 17/6 1/6 unit

Spacing Secondary Recovery
Well factor _____
Acreage factor _____

Agrees to drill to density of field rules: Yes _____ No _____
Holds only acreage included in unit past primary term: Yes X No _____
Satisfactory geological data furnished: Yes X No _____

REMARKS: This Woodbine Field has produced approximately 8 million barrels of oil, and a waterflood proposal will be presented to the Railroad Commission on 4-25-84.

Tract participation is based on 3 factors as follows:

- 1) 50% for daily average barrels of oil produced in 1981
- 2) 45% for cumulative oil produced
- 3) 5% for surface acreage in each tract.

All of the Free Royalty tract is to be included and will participate as Tract #23, B.G.R.S. tract in the Unit Agreement.

APPROVAL: Recommended X

Not Recommended _____

Jose Manuel Rangel
Jose Manuel Rangel

Larry Craddock
Larry Craddock

Jack M. Howard
Jack M. Howard

Murphy E. Hawkins
Murphy E. Hawkins

Handwritten initials

Handwritten mark

CBS

Unit Agreement
Kurten (Woodbine) Unit

Kurten (Woodbine) Field
Brazos County, Texas



Gulf Oil Corporation
Operator

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

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UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

THIS AGREEMENT, entered into as of the _____ day of _____, 19___, by and between the parties who execute or ratify this agreement:

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote the conservation and increase the ultimate recovery of oil, gas, hydrocarbons, and associated minerals from the Kurten (Woodbine) Field, Brazos County, Texas, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formation covered hereby in order to conduct enhanced recovery, secondary recovery, pressure maintenance, or other recovery programs, as hereinafter provided:

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this agreement, the terms hereinafter set out shall have the following meaning:

1.1 Unit Area means the land situated within the Kurten (Woodbine) Field in Brazos County, Texas, described by leases or units in Exhibit "A" and depicted on Exhibit "B", as to which this agreement becomes effective, or to which it may be extended, as provided herein.

1.2 Unitized Formation is the subsurface portion of the Unit Area commonly known as the Woodbine Formation and identified as that correlative zone found between the electric log depths of 8133 feet to 8788 feet in the Gulf Oil Corporation - Jones Enhanced Recovery Unit Well No. 1, formerly known as the Amalgamated Bonanza Petroleum Limited - I. Jones Unit No. 1, Well No. 1, located in H. Cartmell Survey Abstract 87, Brazos County, Texas.

1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

1.4 Working Interest means a fractional interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried

interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the Unitized Formation.

1.5 Royalty Interest means a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner means a party hereto who owns a Royalty Interest.

1.7 Working Interest Owner means a party hereto who owns a Working Interest. The owner of oil and gas rights that are free of lease or other instrument covering the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein. A party may be or become both a Working Interest Owner and a Royalty Owner hereunder.

1.8 Tract means each unit of land described as such and given a Tract number as in Exhibit "A".

1.9 Unit Operating Agreement is the agreement having the same Effective Date as this Agreement, entitled "Unit Operating Agreement, Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, Texas".

1.10 Unit Operator means a party hereto who is designated pursuant to the provisions of Article 6 of the Unit Operating Agreement to develop and operate the unitized formation, acting as Operator and not as Working Interest Owner.

1.11 Tract Participation means the fraction shown on Exhibit "A" for allocating Unitized Substances to a Tract under this agreement.

1.12 Unit Participation of each Working Interest Owner means the sum of the fractions obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

1.13 Outside Substances means all substances obtained from any source other than the Unitized Formation and which are injected into the Unitized Formation.

1.14 Oil and Gas Rights means the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

1.15 Unit Operations means all operations conducted by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operation of the Unitized Formation for the production of Unitized Substances.

1.16 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.17 Unit Expense means all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.18 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE 2 EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

2.1.1 Exhibit "A", which is a schedule that describes each Tract in the Unit Area and shows its Tract Participation.

2.1.2 Exhibit "B", which is a map that shows the boundary lines of the Unit Area and the Tracts therein.

2.1.3 Exhibit "C", which is the form of indemnity agreement provided for in Section 9.1.3.

2.1.4 Exhibit "D", which is the form of indemnity agreement provided for in Section 9.1.4.

2.2 Reference to Exhibits. Whenever in this agreement reference is made to any of said exhibits, such reference shall mean said exhibits as originally attached hereto; or, if the same have been revised in accordance with the terms of this agreement, it shall mean the latest revision thereof, and such revised Exhibit shall have each page numbered consecutively and dated as to the date of the approved revision.

2.3 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one Tract, or that any mechanical miscalculations have been made, Unit Operator, with the approval of Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised pursuant to this agreement Unit Operator shall certify and file the revised exhibit for record in Brazos County, Texas.

ARTICLE 3 CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this agreement, all Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit "A", and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that operations may be conducted as if the Unitized Formation had been included in a single lease executed by all Royalty Owners, as Lessors, in favor of all Working Interest Owners, as Lessees, and as if the lease had been subject to all of the provisions of this agreement, provided that such provisions are not in conflict with any applicable statute of the State of Texas.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The rights and interests therein as among Working Interest Owners are covered by the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, provided that such provisions hereof are not in conflict with any applicable statute of the State of Texas, but otherwise are to remain in full force and effect.

3.4 Continuation of Leases and Term Royalties. Operations, including drilling operations, conducted with respect to the Unitized Formation on any part of the Unit Area, or production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each Tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby to the same extent as would occur if such operations had been conducted and a well had been drilled on and was producing from each Tract.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the Oil and Gas Rights covered hereby between the parties hereto or to Unit Operator, other than the right to exercise such Oil and Gas Rights and to share in the Unitized Substances or the proceeds therefrom to the extent and manner herein provided.

3.6 Injection Rights. Royalty Owners hereby grant unto Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem advisable for Unit Operations, including the right to drill and maintain injection wells on the Unit Area and to use producing or

abandoned oil or gas wells for such purposes. It is understood and agreed that the initial injection substance will be water or carbon dioxide or both.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the lands and leases committed hereto.

3.8 Ratification and Extension of Leases. Each Royalty Owner does hereby adopt, ratify and confirm each lease in all of its terms and provisions covering land in whole or in part within the area described or depicted on Exhibits "A" and "B" under which said Royalty Owner owns a Royalty Interest, as to all minerals in and under all land covered thereby, and expressly agrees that such lease is now in full force and effect and shall, notwithstanding any express or implied lease covenant to the contrary, continue in full force and effect as to said land and minerals covered thereby from the date of execution hereof by said Royalty Owner until the Effective Date of this Agreement and thereafter in accordance with the respective terms and provisions of such lease and of this Agreement.

ARTICLE 4 PLAN OF OPERATIONS

4.1 Unit Operator. Working Interest Owners are, as of the effective date of this agreement, entering into the Unit Operating Agreement, designating Gulf Oil Corporation as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.

4.2 Operating Methods. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in secondary or enhanced recovery operations and shall construct and operate the facilities necessary for such operations.

4.3 Change of Operating Methods. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation, which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

ARTICLE 5 TRACT PARTICIPATION

5.1 Tract Participation. The Tract Participation of each Tract is shown on Exhibit "A", the same having been determined by applying a formula in which weight has been given to three factors in the percentages indicated, as follows:

- (1) 50% to the daily average barrels of oil produced from the Unitized Formation underlying each Tract during the year 1981;
- (2) 45% to the cumulative barrels of oil produced from each well completed in the Unitized Formation underlying each Tract from inception of production through and including December 31, 1981; and
- (3) 5% to the amount of surface acres in each Tract.

5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All Unitized Substances produced and saved, except those used in Unit Operations, shall be allocated to the several Tracts monthly in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties hereto entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. In this connection, reference is here made to the provisions of Section 20.1 hereof which, among other things, set forth the manner of distributing Unitized Substances allocated to Tract No. 129. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract.

6.3 Windfall Profit Tax. In order to comply with the Windfall Profit Tax Act of 1980, as amended, and applicable regulations and to ensure that interest owners of each Tract retain the Windfall Profit Tax benefits accruing to each Tract prior to joining the Unit, for Windfall Profit Tax purposes only, crude oil shall be allocated to individual Tracts in the following order:

6.3.1 JERU Incremental Tertiary Crude Oil. JERU incremental tertiary crude oil is oil contributed to the Unit Area by the Jones Enhanced Recovery Unit (JERU), designated herein as Tract No. 129. Each tract (JERU Tract) which comprises all or part of the JERU, a qualified tertiary

recovery project for Windfall Profit Tax purposes prior to joining the Unit, shall be allocated JERU incremental tertiary crude oil in the proportion that the original tract participation of such tract in the JERU bears to the total of the original tract participations of all tracts in the JERU; provided, however, that JERU incremental tertiary crude oil so allocated to such JERU Tract shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such tract in accordance with Tract Participation of Tract No. 129 and such JERU Tract's tract participation in Tract No. 129. Any JERU incremental tertiary crude oil in excess of the amount of oil allocable to a tract in accordance with this subsection shall be termed excess JERU incremental tertiary crude oil.

6.3.2 Imputed Newly Discovered Crude Oil. Each Tract contributing newly discovered crude oil to the Unit Area, that is, each Tract certified as a newly discovered property for Windfall Profit Tax purposes prior to joining the Unit (Newly Discovered Tract), shall be allocated imputed newly discovered crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Newly discovered Tracts; provided, however, that imputed newly discovered crude oil allocated to any Tract under this Subsection 6.3.2 shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation. In the event a Newly Discovered Tract is so allocated a number of barrels of imputed newly discovered crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation, then such Newly Discovered Tract shall be allocated any remaining unallocated newly discovered crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Newly Discovered Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(i) all Newly Discovered Tracts have been so allocated a number of barrels of imputed newly discovered crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Participations; or

(ii) there is no imputed newly discovered crude oil remaining to be allocated,

whichever occurs first.

Any imputed newly discovered crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 6.3.2 shall be termed excess imputed newly discovered crude oil.

6.3.3 Imputed Stripper Crude Oil. Each Tract contributing stripper crude oil to the Unit Area, that is, each Tract certified as a stripper

property for Windfall Profit Tax purposes prior to joining the Unit (Stripper Tract), shall be allocated imputed stripper crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Stripper Tracts; provided, however, that imputed stripper crude oil allocated to any Tract under this Subsection 6.3.3 shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation. In the event a Stripper Tract is so allocated a number of barrels of imputed stripper crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation, then such Stripper Tract shall be allocated any remaining unallocated imputed stripper crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Stripper Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(i) all Stripper Tracts have been so allocated a number of barrels of imputed stripper crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Participations; or

(ii) there is no imputed stripper crude oil remaining to be allocated,

whichever comes first.

Any imputed stripper crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 6.3.3 shall be termed excess imputed stripper crude oil.

6.3.4 Unit Incremental Tertiary Crude Oil. Each Tract shall be allocated any unit incremental tertiary crude oil, that is, the incremental tertiary crude oil attributable to a tertiary recovery project within the Unit Area which is certified as a qualified tertiary recovery project for Windfall Profit Tax purposes after the effective date of this Unit Agreement, in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to those Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that unit incremental tertiary crude oil allocated to each such Tract, when added to the total number of barrels of crude oil previously allocated to it, shall not exceed in any month the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

6.3.5 Excess JERU Incremental Tertiary Crude Oil. Each Tract shall be allocated any excess JERU incremental tertiary crude oil in the proportion that its Tract Participation bears to the total of the Tract

Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess JERU incremental tertiary crude oil allocated to each such Tract, when added to the total number of barrels of crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

6.3.6 Excess Imputed Newly Discovered Crude Oil. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

6.3.7 Excess Imputed Stripper Crude Oil. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

6.4 Amendment by Working Interest Owners. Section 6.3 may be amended or deleted by vote of the Working Interest Owners using the voting procedure set out in Paragraph 4.3 of the Unit Operating Agreement if in the opinion of the Working Interest Owners (a) application of Section 6.3 as written becomes unworkable or inequitable as a result of changes in laws or regulations of any governmental agency, or (b) amendment or deletion of Section 6.3 is necessary to comply with applicable laws, rules, regulations, or orders of any governmental agency having jurisdiction.

6.5 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the receiving party. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so,

the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

6.6 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit Operator shall have the right, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto.

6.7 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

6.8 Royalty on Outside Substances. If any Outside Substance consisting of natural gases is injected into the Unitized Formation, fifty percent (50%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be the Outside Substance so injected until the total volume thereof equals the total volume of such Outside Substances so injected, and no payments shall be due or payable to Royalty Owners on said fifty percent (50%). If the Outside Substances injected be liquefied petroleum gases, or other liquid hydrocarbons, as distinguished from natural gases prior to injection, the Working Interest Owners shall have the right, beginning one (1) year after injection of such liquefied petroleum gases is commenced, to recover all such injected hydrocarbons without payment of royalty; and, to provide a reasonable and practical basis of accounting for the same, it is agreed that ten percent (10%) of the Unitized Substances produced and sold from the Unitized Formation shall be deemed to be Outside Substances until the aggregate value of said ten percent (10%) of said Unitized Substances equals the entire accumulated cost to the Working Interest Owners of such Outside Substances. Such ten percent (10%) will be in addition to that which is being recovered for natural gases as hereinabove provided if both liquefied petroleum gas or other liquid hydrocarbons and natural gases are injected.

ARTICLE 7 PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such tanks, above the pipeline connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the Unit had not been formed. Any such oil not promptly removed may be sold by the Unit Operator for the account of the parties entitled thereto, who shall

pay all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after effective date hereof.

7.2 Overproduction. If, as of the effective date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as part of the Unitized Substances produced after the effective date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

ARTICLE 8 USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the Unitized Substances as they deem necessary for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, Unitized Substances used or consumed in Unit Operations, or which otherwise may be lost or consumed in the production, processing, handling, treating, transporting, or storing of Unitized Substances.

ARTICLE 9 TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the Effective Date and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit "A" that corner or have a common boundary (Tracts separated by a public street, highway, or a railroad right-of-way shall be considered to have a common boundary), and that qualify by any one of the following requirements:

9.1.1 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this agreement.

9.1.2 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this agreement, and as to which (a) all Working Interest Owners in such Tract have joined in a request for the inclusion of such Tract in the Unit Area, and as to which (b) Working Interest Owners having seventy-five percent (75%) or more of the combined voting interests in all Tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of such Tract. For the purpose of this Section 9.1.2, the voting interest of a

Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts that qualify under Section 9.1.1 bears to the total Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Section 9.1.1.

9.1.3 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this agreement, and as to which all Working Interest Owners in such Tract have executed and delivered, or have obligated themselves to execute and deliver, an indemnity agreement in the form of Exhibit "C" indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against a portion of all claims and demands that may be made by nonsubscribing owners of Royalty Interest in such Tract on account of the inclusion in the Unit Area, except for failure of title arising because of Unit Operations. The portion of such claims and demands covered by the indemnity shall, as to each such Tract, be the fraction thereof in which the numerator is the difference between the percentage of the Royalty Interest signed and seventy-five percent (75%) of the Royalty Interest in the Tract, and the denominator is the difference between the percentages of the Royalty Interest signed and one hundred percent (100%) of the Royalty Interest in the Tract.

9.1.4 Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning seventy-five percent (75%) or more of the royalty interest have become parties to this agreement or Royalty Owners owning less than seventy-five percent (75%) of the royalty interest have become Parties to this agreement and such Working Interest Owners who have executed this agreement have given the indemnity provided in Section 9.1.3 above, and where (1) all such Working Interest Owners who have executed this agreement, including the Working Interest Owner who operates the Tract, join in a written request, addressed to Unit Operator, for the inclusion of such Tract in the Unit Area and agree therein to indemnify and hold harmless all other parties hereto (by executing an agreement in the form of Exhibit "D") against all claims and demands that may be made by the nonjoining Working Interest Owners on account of the inclusion of the Tract in the Unit Area, the operation of the Unit Area on the basis herein provided and the actual production of hydrocarbons from such Tract; and (2) after said request has been made the Working Interest Owners owning seventy-five percent (75%) or more of the combined voting interests in all Tracts that meet the requirements of Sections 9.1.1, 9.1.2, or 9.1.3 have voted in favor of inclusion of such Tract and to accept the indemnity agreement. For the purpose of this Section 9.1.4, the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts that qualify under Sections 9.1.1, 9.1.2, and 9.1.3 bears to the total Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Sections 9.1.1, 9.1.2, and 9.1.3. In the case of the

inclusion of a Tract in the Unit Area on the basis provided in this Section 9.1.4, the percentage of participation which would have been assigned to the nonjoining Working Interest Owner or Owners in such Tract had they executed this agreement shall be allotted, pro rata, to the Working Interest Owners in such Tract who have executed this agreement for all purposes of accounting for Unitized Substances and of billing and payment for costs under this agreement and for voting and for all other purposes pertaining to Unit Operations; provided that such joining Working Interest Owners in such Tract shall be fully liable and responsible to such nonjoining Working Interest Owners in connection with accounting for production from such Tract and all other matters pertaining to the separate operation of such Tract insofar as the nonjoining Owners are concerned.

9.1.5 In the event of the failure or refusal of the owners of the Working Interest in a Tract to bring such Tract into the Unit Area under the terms of Section 9.1.3 or Section 9.1.4, as the case may be, then such Tract may be qualified for inclusion in the Unit Area, provided the Working Interest Owner who operates the Tract has become a party to this agreement, if the Working Interest Owners owning seventy-five percent (75%) or more of the combined voting interests in all Tracts that meet the requirements of Sections 9.1.1., 9.1.2, 9.1.3, and 9.1.4 vote in favor of inclusion of such Tract. For the purpose of this Section 9.1.5, the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts that qualify under Sections 9.1.1, 9.1.2, 9.1.3, and 9.1.4 bears to the total Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Sections 9.1.1, 9.1.2, 9.1.3, and 9.1.4 . In the case of the inclusion of a Tract in the Unit Area under the provisions of this paragraph in which there is any nonjoining Working Interest Owner, the percentage of participation which would have been assigned to such nonjoining Working Interest Owner had he executed this agreement shall be allotted, pro rata in proportion to their existing percentages of participation, to all Working Interest Owners who have executed this agreement for all purposes of accounting for unitized substances and of billing and payment for costs under this agreement and for voting and for all other purposes pertaining to the unit created hereunder; provided, that the joining Working Interest Owners shall be fully liable and responsible, in the same proportions, to such nonjoining Working Interest Owner in connection with accounting for production from such Tract and all other matters pertaining to the separate operation of such Tract insofar as the nonjoining Working Interest Owner is concerned. If a Tract is included in the Unit Area under the provisions of this paragraph on account of nonjoining Working Interest or nonjoining Royalty Interest, all joining Working Interest Owners shall indemnify and hold harmless the Working Interest Owners in such Tract who have executed this agreement against all claims and demands that may be made by such nonjoining owner on account of the inclusion of the Tract in the Unit Area, the operation of the Unit Area on the basis herein provided, and the actual production of hydrocarbons from such Tract, except that such indemnity shall not extend to, and the Working Interest Owners in such Tract who have executed this

agreement shall bear, a portion of such claims and demands equal to such owners percentage of participation.

9.2 Commitment of Interests to Unit. The execution or ratification of this agreement by a party shall commit all interests within the Unit Area owned or controlled by such party as of the effective date of execution and additional interests acquired before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest.

9.3 Revision of Exhibits. If any of the Tracts described in Exhibit "A" fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute the Tract Participation of each of the qualifying Tracts, using the original basis of computation and shall revise Exhibits "A" and "B" accordingly. Such revised exhibits shall be effective as of 7:00 a.m. on the Effective Date.

9.4 Admission of Tracts During First Six Months After Effective Date of Unit. Any Tract which is not qualified for admission to the Unit Area on the effective date hereof may be admitted to the Unit Area, and the Working Interest Owners in such Tract shall have the right to admit such Tract to the Unit Area, at the expiration of six (6) months from the effective date hereof, if during such six (6) months period such Tract becomes qualified on any basis provided for the initial qualification of Tracts in Section 9.1 hereof, in which event the terms and provisions of Section 9.1 applicable to such basis of admission and the other provisions of this agreement shall likewise apply to such newly admitted Tract to the same extent as if it had been admitted on the effective date hereof. The owners of interests in any such Tract which fails to qualify on the effective date hereof who have executed this agreement shall continue to be bound by such execution during such six (6) months period as to such interests in such Tract. In the event of such admission of additional Tract or Tracts, Exhibit "A" shall be revised, effective at the expiration of such six (6) months period, so that each such Tract shall be assigned the same percentage of participation it would have had if it had been qualified on the effective date hereof and each Tract theretofore qualified shall be assigned, in such revision, the same percentage of participation it would have had if such newly qualified Tracts had been qualified on the effective date hereof. Upon such admission of additional tracts, apportionment of production and adjustment of operating costs shall not be made retroactive, but investments and development costs incurred hereunder shall be adjusted retroactively to the effective date of this agreement.

ARTICLE 10 TITLES

10.1 Removal of Tract from Unit Area. If a Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such Tract shall be removed from the Unit Area effective as of 7:00 a.m. on the first day of the calendar month in which the failure of title is finally determined unless within ninety (90) days after the date of final determination of the failure of title, the Tract qualifies under a Section of Article 9.

10.2 Revision of Exhibits. If a Tract is removed from the Unit Area because of failure of title, Unit Operator, subject to Section 5.2, shall recompute the Tract Participation of each of the Tracts remaining in the Unit Area and shall revise Exhibits "A" and "B" accordingly. The revised exhibits shall be effective as of 7:00 a.m. on the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Interest Titles. If title to a Royalty Interest fails, but the Tract to which it relates is not removed from the Unit Area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, the Unit Operator at the direction of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds therefor are paid furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

10.6 Payment of Taxes to Protect Title. The owner of surface rights to lands within the Unit Area, or severed mineral interests or Royalty Interests in such lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all such rights, interests, or property, unless such owner and Working Interest Owners otherwise agree. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of period of redemption after tax sale, pay the tax, redeem such rights, interests, or property, and discharge the tax lien. Any such payment shall be an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an amount sufficient to defray the costs of such payment or redemption, such withholding to be credited to Working Interest Owners. Such withholding shall be without prejudice to any other remedy available to the Unit Operator or Working Interest Owners.

ARTICLE 11
EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations; provided that, nothing herein shall be construed as leasing or otherwise conveying to Working Interests Owners a site for a water, gas injection, processing or other plant, or camp site.

11.2 Use of Water. Working Interest Owners shall have free use of water only from the Wilcox formation or any deeper formation underlying the Unit Area for operations hereunder.

11.3 Surface Damages. Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements and structures on the Unit Area that result from Unit Operations.

ARTICLE 12
ENLARGEMENT OF UNIT AREA

12.1 Enlargement of Unit Area. The Unit Area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by Working Interest Owners, including, but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to be allocated to the acreage shall be reasonable, fair, and based on all available information.

12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.2 Determination of Tract Participation. Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits "A" and "B" accordingly.

12.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners, approval of the enlargement by the appropriate governmental authority, if required, and the filing for record of revised Exhibits "A" and "B" in the Records of Brazos County, Texas.

ARTICLE 13
CHANGE OF TITLE

13.1 Covenant Running with the Land. This agreement shall extend to, be binding upon, and inure to the benefit of the respective heirs, devisees, legal

representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases and interests covered hereby.

13.2 Notice of Transfer. Any conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding on the Unit Operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area insofar as the Unitized Formation is concerned or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14 RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 No Sharing of Market. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of Unitized Substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for Unit Expenses unless such Royalty Owner is otherwise so obligated.

14.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 15 LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement shall be subject to the conservation laws of the State of Texas; to the valid rules, regulations, and orders of the Railroad Commission of Texas; and to all other valid applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 16 FORCE MAJEURE

16.1 Force Majeure. Except for the payment of money, no party hereto shall be liable for any delay in the performance of any covenant or condition hereof,

expressed or implied, or for total or partial nonperformance thereof, due to force majeure. The term "force majeure" as used herein shall mean any circumstance or any condition beyond the control of said party, including but not limited to acts of God and actions of the elements; acts of the public enemy; strikes; lockouts; accidents; laws, acts, rules, regulations, and orders of federal, state, or municipal governments, or officers or agents thereof; failure of transportation; or the exhaustion, unavailability, or delays in delivery, of any product, labor, service or material. Neither this agreement nor the leases nor other interests subject hereto shall be terminated by reason of suspension of Unit Operations due to force majeure.

ARTICLE 17 EFFECTIVE DATE

17.1 Effective Date. This agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and, unless sooner terminated as provided in Section 17.2, shall become effective as to qualified Tracts at the time and date as determined by Working Interest Owners owning seventy-five percent (75%) or more of the combined Unit Participation in all the qualified Tracts, which time and date shall be after Tracts comprising sixty-five percent (65%) or more of the Unit Area as shown on the original Exhibit "B", have qualified under the provisions of Article 9; at least one counterpart of this agreement has been filed for record by Unit Operator in the county or counties in which the Unit Area is located; and this agreement has been approved by the Railroad Commission of Texas.

17.2 Ipsa Facto Termination. If the requirements of Section 17.1 are not accomplished on or before September 1, 1984, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Participation of at least seventy-five percent (75%) have become parties to this agreement and Working Interest Owners owning seventy-five percent (75%) or more of that percent have decided to extend the termination date for a period not to exceed one (1) year. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this Section, Unit Participation shall be as calculated on the basis of Tract Participations shown on the original Exhibit "A".

17.3 Certificate of Effectiveness. Unit Operator shall file for record in the county or counties in which the Unit Area is located a certificate stating the Effective Date, such filing to be made within thirty (30) days of such Effective Date.

ARTICLE 18 TERM

18.1 Term. The term of this agreement shall be for the time that Unitized Substances are produced in paying quantities and as long thereafter as Unit Operations are conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided.

18.2 Termination by Working Interest Owners. This agreement may be terminated by Working Interest Owners having a combined Unit Participation of at least ninety percent (90%) whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, Unit Operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate Tracts.

18.4 Salvaging Equipment upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove Unit Equipment.

18.5 Certificate of Termination. Upon termination of this agreement, Unit Operator shall file for record in the office or offices where a counterpart of this agreement is recorded, a certificate that this agreement has terminated, stating its termination date.

ARTICLE 19 COUNTERPART

19.1 Separate Counterparts or Ratifications. This agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument; or may be ratified by a separate instrument in writing referring to this agreement. Each such ratification shall have the force and effect of an executed counterpart hereof and of adopting by reference all of the provisions hereof.

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests in the Unitized Substances that may be owned or controlled by such party.

ARTICLE 20 JONES ENHANCED RECOVERY UNIT

20.1 Jones Enhanced Recovery Unit. Reference is made to that certain unit agreement entered into by Gulf Oil Corporation and Prodeco Oil & Gas Co., Ltd., as working interest owners, and other parties as royalty owners, recorded in Volume 463, Page 285 of the Deed Records of Brazos County, Texas, pertaining to the unit known as the Jones Enhanced Recovery Unit. The parties who own working interests and royalty interests in said unit and who execute or ratify this agreement hereby agree that this agreement shall supersede the above mentioned unit agreement as of the Effective Date of this agreement, except that (1) said unit shall be treated for all purposes of this agreement as a separate Tract within the Unit Area, same being described on Exhibit "A" and shown on Exhibit "B" as Tract No. 129, (2) the Unitized Substances allocated to said Tract 129 pursuant to this agreement shall be apportioned

to each of the tracts comprising said unit on the basis of the tract participations assigned to such tracts as set forth on Exhibit "A" to said unit agreement, and (3) the portion of the Unitized Substances so allocated to each tract in said unit shall accrue to the owners of working interests and royalty interests therein according to their respective interests.

ARTICLE 21
GENERAL

21.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

21.2 Action by Working Interest Owners. Any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

21.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNERS

Date _____

GULF OIL CORPORATION

By _____
Attorney-in-Fact

Date _____

Date _____

Date _____

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared _____ of GULF OIL CORPORATION, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 198__.

Notary Public, State of Texas

STATE OF TEXAS |
COUNTY OF _____ |

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/she had executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 198__.

Notary Public, State of Texas

Tract #1	Tract Participation	.02702
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Richard Smith Unit No. 1

160.00 acres, more or less, being a part of the Francis Henderson League, A-20, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 27, 1979, and recorded in Vol. 436, Page 565, of the Deed Records of Brazos County, Texas.

Tract #2	Tract Participation	.40278
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Richard Smith Unit II

160.00 acres, more or less, being a part of the Francis Henderson League, A-20, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 17, 1980, and recorded in Vol. 455, Page 433, of the Deed Records of Brazos County, Texas, and amended by instrument dated October 15, 1982 and recorded in Vol. 546, Page 258 of the Deed Records of Brazos County, Texas.

Tract #3	Tract Participation	.02700
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Patch Unit No. 1

160.00 acres, more or less, being a part of the Francis Henderson League, A-20, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 24, 1980, and recorded in Vol. 463, Page 205 of the Deed Records of Brazos County, Texas.

Tract #4	Tract Participation	.02702
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W. F. Odom Unit No. 2

160.00 acres, more or less, being a part of the Francis Henderson League, A-20, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated May 3, 1979 and recorded in Vol. 427, Page 332 of the Deed Records of Brazos County, Texas.

Tract #5	Tract Participation	.12290
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Dansby Unit II

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 17, 1980, and recorded in Vol. 455, Page 427 of the Deed Records of Brazos County, Texas.

Tract #6	Tract Participation	1.04025
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Dansby Unit No. 1

160.00 acres, more or less, being a part of the Francis Henderson League, A-20, the D. B. Posey Survey, A-188, and the Isaiah Curd Survey, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 29, 1978, and recorded in Vol. 415, Page 690 of the Deed Records of Brazos County, Texas.

Tract #18 Tract Participation .84038

Gulf Oil Corporation - Shealy Unit III

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Unit Declaration dated July 29, 1980, and recorded in Vol. 459, Page 827 of the Deed Records of Brazos County, Texas.

Tract #19 Tract Participation .04683

Gulf Oil Corporation - Howard T. Winkler Unit I

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Unit Declaration dated March 11, 1981, and recorded in Vol. 479, Page 622 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 555 of the Deed Records of Brazos County, Texas.

Tract #20 Tract Participation .23290

Davidson Unit I

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 22, 1980, and recorded in Vol. 464, Page 8 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 1, 1982, recorded in Vol. 526, Page 585 of the Deed Records of Brazos County, Texas.

Tract #21 Tract Participation .02699

Humphries Unit V

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 31, 1980, and recorded in Vol. 460, Page 746 of the Deed Records of Brazos County, Texas, as amended by instrument dated September 14, 1981 and recorded in Vol. 495, Page 100 of the Deed Records of Brazos County, Texas, and further amended by instrument dated January 27, 1982 and recorded in Vol. 508, Page 525 of the Deed Records of Brazos County, Texas.

Tract #22 Tract Participation .20407

Humphries Unit #2

160.00 acres, more or less, being a part of the Abner Lee, Sr. League A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated February 7, 1978, and recorded in Vol. 407, Page 439 of the Deed Records of Brazos County, Texas, as amended by instrument dated September 14, 1981 and recorded in Vol. 495, Page 95 of the Deed Records of Brazos County, Texas, and further amended by instrument dated January 25, 1982, recorded in Vol. 508, Page 256 of the Deed Records of Brazos County, Texas.

✓ Tract #23

Tract Participation

3.19813

B. G. R. S. Tract

971.89 acres, more or less, being all of the W. G. Wilson Survey, A-243, all of the J. S. Riley Survey, A-205, all of the W. Berryman Survey, A-79, part of William King Survey, A-149 and part of the A. McLaughlin Survey, A-157, all in Brazos County, Texas and being the same land described in that certain Oil, Gas and Sulphur Lease dated August 3, 1977, between J. E. Roberts and wife, Virgia L. Roberts, et al, as Lessors and "Gus" Edwards, as Lessee, recorded in Vol. 27, Page 481 of the Oil and Gas Records of Brazos County, Texas, as amended by that certain instrument dated February 14, 1978 and recorded in Vol. 396, Page 450 of the Deed Records of Brazos County, Texas.

Tract #24

Tract Participation

.85222

Riley Unit No. 1

160.00 acres, more or less, being a part of the W. L. Ellis Survey, A-117, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 18, 1980, and recorded in Vol. 451, Page 642 of the Deed Records of Brazos County, Texas.

Tract #25

Tract Participation

.02702

H. Cargill Unit No. 2

160.00 acres, more or less, being situated partly in the A. McLaughlin Survey, Abstract No. 157 and partly in the Benjamin H. Stroud Preemption, Abstract No. 222 both of Brazos County, Texas and being composed of the following two mineral tracts:

1. part of the F. H. Markey 316 acre lease,
2. part of the Howard M. Cargill 1056.96 acre tract and being more particularly described as follows:

BEGINNING at a point, in the common line between the beforementioned Cargill 1056.96 acre tract and the adjoining Calvin R. Guest 943.09 acre tract, marking the west corner of the beforementioned Stroud survey and the north corner of the beforementioned Markey lease;

THENCE S. 45-07 E. across said Cargill tract along a northeasterly line of Markey lease, same being a common line between the Stroud survey and the beforementioned McLaughlin survey, for a distance of 2047.2 feet to an ell corner of said surveys, for ell corner;

THENCE S. 44-53 W. continuing across Cargill tract along the Markey lease line and common survey line for a distance of 36.1 feet to a point marking the north corner of an 8.9 acre increment portion of the Markey 316 acre lease, for an angle point;

THENCE along the easterly line of the 8.9 acre tract (still being across Cargill tract) for the following four calls:

- S. 03-30 W. for a distance of 205.0 feet,
- S. 05-15 W. for a distance of 225.0 feet,
- S. 03-17 W. for a distance of 364.7 feet,
- S. 50-03 E. for a distance of 133.9 feet to a point, for corner;

THENCE S. 45-00 W. across both the Cargill tract and Markey lease for a distance of 2061.8 feet to a point, for corner;

THENCE N. 45-00 W. across Cargill tract along the southwest lines of both the Markey lease and McLaughlin survey for a distance of 939.4 feet to a 1/2" iron rod found marking an easterly corner of the beforementioned Guest 943.09 acre tract, for an angle point;

THENCE N. 43-39 W. along a fence (running approximately along the common lines between said McLaughlin survey and the W. C. Boyles Survey, A-86) marking the common line between the Cargill and Guest tracts for a distance of 1774.2 feet to a 1/2" iron rod, found for corner;

THENCE N. 45-13 E. along a fence, again marking the common lines between Cargill and Guest, (this also being the northwest line of the Markey lease) for a distance of 2638.9 feet to the PLACE OF BEGINNING, containing 160.00 acres of land, more or less.

Tract #26 Tract Participation .47647

H. Cargill Unit No. 1

163.62 acres, more or less, being a part of the William King Survey, A-149, the A. McLaughlin Survey, A-157, and the B. H. Stroud Survey, A-222, Brazos County, Texas, and being the same land described in that certain Declaration of Pooling dated April 7, 1980, and recorded in Vol. 450, Page 175 of the Deed Records of Brazos County, Texas.

Tract #27 Tract Participation .29048

Gibbs Brothers Unit I, Well #1

85.10 acres, more or less, being a part of the John Williams Survey, A-238, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated May 29, 1980, and recorded in Vol. 457, Page 350 of the Deed Records of Brazos County, Texas.

Tract #28 Tract Participation .62919

Wynne-Sullivan Tract

71.9 acres of land, more or less, being a part of the John Williams Survey, A-238, Brazos County, Texas, and being the same land described as SECOND in that certain Deed from J. P. Gibbs, et al, to Gibbs A. Wynne, Independent Executor under the Will and of the Estate of G. A. Wynne, Deceased, said Deed dated June 30, 1942, and recorded in Volume 110, Page 445 of the Deed Records of Brazos County, Texas. This is the same land referenced in that certain Oil and Gas Lease between Lela Mae Wynne, a widow; Ruth Wynne Hollinshead; and Samuella W. Palmer as Lessors and Hawn Brothers as Lessee, dated December 29, 1978, and recorded in Volume 34, Page 235 of the Oil and Gas Records of Brazos County, Texas.

Tract #29 Tract Participation .14889

R. Conaway Unit III, Well #1

160.00 acres, more or less, being a part of the George Powell 1/3 League, A-192, Brazos County, Texas, and being the same land described in that certain Oil Unit

Tract #35 Tract Participation 1.97651

Conner Unit #1

160.00 acres, more or less, being a part of the J. A. Rhodes Survey, A-204 and the E. Seale Survey, A-224, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 19, 1979, and recorded in Vol. 427, Page 344 of the Deed Records of Brazos County, Texas.

Tract #36 Tract Participation .02702

W. F. Odom Unit IV

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 18, 1980, and recorded in Vol. 463, Page 313 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 1, 1982, and recorded in Vol. 526, Page 589 of the Deed Records of Brazos County, Texas.

Tract #37 Tract Participation .07877

Beard Unit II

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 20, 1980, and recorded in Vol. 466, Page 483 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 1, 1982 and recorded in Vol. 526, Page 579 of the Deed Records of Brazos County, Texas.

Tract #38 Tract Participation .23272

Lenz Unit No. 1

174.70 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated December 1, 1978, and recorded in Vol. 414, Page 391 of the Deed Records of Brazos County, Texas, as amended by instrument dated January 25, 1979, but effective as of January 9, 1978, and recorded in Vol. 417, Page 561 of the Deed Records of Brazos County, Texas.

Tract #39 Tract Participation .41133

Busey Unit No. 1

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 24, 1980, and recorded in Vol. 463, Page 210 of the Deed Records of Brazos County, Texas.

Tract #40 Tract Participation .73884

Louis Kindt Unit No. 1

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 24, 1980, and recorded in Vol. 463, Page 175 of the Deed Records of Brazos County, Texas.

Tract #41 Tract Participation .33568

Shealy Unit No. 1

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated May 15, 1978, and recorded in Vol. 407, Page 489 of the Deed Records of Brazos County, Texas.

Tract #42 Tract Participation .21006

Shealy Unit No. 2

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 19, 1980, and recorded in Vol. 448, Page 646 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 563 of the Deed Records of Brazos County, Texas.

Tract #43 Tract Participation .36600

S. A. Howard Unit

192.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 12, 1978, and recorded in Vol. 404, Page 512 of the Deed Records of Brazos County, Texas, as amended by instrument dated September 28, 1978, and recorded in Vol. 421, Page 822 of the Deed Records of Brazos County, Texas.

Tract #44 Tract Participation .18790

Veazey Unit No. 1

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 18, 1978, and recorded in Vol. 407, Page 466 of the Deed Records of Brazos County, Texas.

Tract #45 Tract Participation .37416

Ross Unit No. 2

160.00 acres, more or less, being a part of the J. M. Estes Survey, A-114, and the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated November 1, 1978, and recorded in Vol. 420, Page 126 of the Deed Records of Brazos County, Texas.

Tract #46 Tract Participation 2.41911

Ross Unit No. 1

160.00 acres, more or less, being a part of the Abner Lee, Sr. League, A-32, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 5, 1978, and recorded in Vol. 407, Page 483 of the Deed Records of Brazos County, Texas.

Tract #47 Tract Participation 1.83883

DuBose Unit No. 1

160.00 acres, more or less, being a part of the J. M. Estes Survey, A-114, the W. L. Ellis Survey, A-117, and the T. B. Clark Survey, A-98, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated November 1, 1978, and recorded in Vol. 422, Page 550 of the Deed Records of Brazos County, Texas.

Tract #48 Tract Participation .86223

Ruffino Unit No. 1

160.00 acres, more or less, being a part of the T. B. Clark Survey, A-98, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 9, 1978, and recorded in Vol. 415, Page 718 of the Deed Records of Brazos County, Texas.

Tract #49 Tract Participation .98179

Potts Unit No. 1

160.00 acres, more or less, being a part of the T. B. Clark Survey, A-98, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated August 31, 1978, and recorded in Vol. 415, Page 707 of the Deed Records of Brazos County, Texas.

Tract #50 Tract Participation .26671

Potts Unit No. 2

160.00 acres, more or less, being a part of the T. B. Clark Survey, A-98, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 11, 1978, and recorded in Vol. 415, Page 713 of the Deed Records of Brazos County, Texas.

Tract #51 Tract Participation .74294

Kologinczak Unit #1

160.00 acres, more or less, being a part of the John Williams Survey, A-238, and the T. B. Clark Survey, A-98, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 13, 1979, and recorded in Vol. 439, Page 40 of the Deed Records of Brazos County, Texas.

Tract #52 Tract Participation 1.12451

J. D. Conlee Tract

220.6 acres, more or less, being a part of the John Williams Survey, A-238, Brazos County, Texas, and being the same land described in that certain Deed from Mrs. Ethel Edmunds to Stan C. Kologinczak, dated January 4, 1943, and recorded in Vol. 111, Page 516 of the Deed Records of Brazos County, Texas. This is also the same land referenced in that certain Oil, Gas and Mineral Lease between J. D. Conlee, et al, as Lessors and W. C. Richardson, as Lessee, dated July 13, 1977 and recorded in Vol. 27, Page 216 of the Oil & Gas Records of Brazos County, Texas.

Tract #53	Tract Participation	.51531
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Royal Oaks Estate Unit

146.81 acres, more or less, being a part of the T. W. Bell Survey, A-77 and the John Williams Survey, A-238, Brazos County, Texas, and being the same land described in that certain Designation of Unit dated November 2, 1979, and recorded in Vol. 438, Page 603 of the Deed Records of Brazos County, Texas, as amended by instrument filed of record on October 3, 1980 and recorded in Vol. 463, Page 697 of the Deed Records of Brazos County, Texas.

Tract #54	Tract Participation	.56822
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Dietrich Oil Unit I, Well #1

160.00 acres, more or less, being a part of the T. W. Bell Survey, A-77, the John Williams Survey, A-239, and the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated May 29, 1979, and recorded in Vol. 426, Page 340 of the Deed Records of Brazos County, Texas.

Tract #55	Tract Participation	.32543
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R. Conaway Unit I, Well #1

160.00 acres, more or less, being a part of the T. W. Bell Survey, A-77, the John Williams Survey, A-239 and the George Powell 1/3 League, A-192, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated May 29, 1980, and recorded in Vol. 457, Page 357 of the Deed Records of Brazos County, Texas.

Tract #56	Tract Participation	.37613
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Jarvis Estate Unit I, Well #1

160.00 acres, more or less, being a part of the T. W. Bell Survey, A-77, the John Williams Survey, A-239, and the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated August 15, 1979, and recorded in Vol. 437, Page 712 of the Deed Records of Brazos County, Texas.

Tract #57	Tract Participation	.30088
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Lenz Unit No. 2

160.00 acres, more or less, being a part of the J.A.E. Phelps Survey, A-197 and the Jesse Ellison Survey, A-113, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 4, 1980, and recorded in Vol. 451, Page 631 of the Deed Records of Brazos County, Texas, as amended by instrument dated July 2, 1982, and recorded in Vol. 526, Page 595 of the Deed Records of Brazos County, Texas.

Tract #58

Tract Participation

.34647

Gilpin Unit No. 2

160.00 acres, more or less, being a part of the E. Seale Survey, A-223, the E. Seale Survey, A-224 and the J.A.E. Phelps Survey, A-197, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 16, 1980, and recorded in Vol. 451, Page 614 of the Deed Records of Brazos County, Texas, as amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 593 of the Deed Records of Brazos County, Texas.

Tract #59

Tract Participation

1.40814

Gilpin Unit No. 1

160.00 acres, more or less, being a part of the E. Seale Survey, A-223 and the E. Seale Survey, A-224, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 16, 1980, and recorded in Vol. 448, Page 629 of the Deed Records of Brazos County, Texas, as amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 591 of the Deed Records of Brazos County, Texas.

Tract #60

Tract Participation

.34873

Opersteny Unit No. 1 (Eugene)

108.08 acres, more or less, being a part of the E. Seale Survey, A-223, the E. Seale Survey, A-224 and the J. A. Rhodes Survey, A-204, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 1, 1980, and recorded in Vol. 469, Page 498 of the Deed Records of Brazos County, Texas, as amended by instrument dated October 27, 1980, but effective as of October 1, 1980, and recorded in Vol. 482, Page 687 of the Deed Records of Brazos County, Texas.

Tract #61

Tract Participation

.03385

Milton Kurten Lease

200.15 acres, more or less, being a part of the J. A. Rhodes Survey, A-204 and the Isaiah Curd Survey, A-11, Brazos County, Texas, and being the same land described in that certain Top Oil, Gas and Mineral Lease between Milton Kurten and wife Amy Kurten, et al, as Lessors and Spur Oil, Inc., as Lessee, dated November 21, 1979, and recorded in Vol. 35, Page 280 of the Oil and Gas Records of Brazos County, Texas, as corrected and ratified by that certain instrument dated November 30, 1981, but effective as of September 9, 1981, and recorded in Vol. 43, Page 451 of the Oil and Gas Records of Brazos County, Texas.

Tract #62

Tract Participation

.27634

Hall Unit No. 1

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, and the J. A. Rhodes Survey, A-204, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 2, 1979, and recorded in Vol. 431, Page 819 of the Deed Records of Brazos County, Texas, as amended by that certain Amended Pooling Declaration dated April 24, 1980, but effective as of July 2, 1979, and recorded in Vol. 450, Page 318 of the Deed Records of Brazos County, Texas.

Tract #69 Tract Participation .51314

Odom Unit No. 4

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 18, 1978, but effective as of October 18, 1977, and recorded in Vol. 389, Page 588 of the Deed Records of Brazos County, Texas, and amended by instrument dated April 21, 1982, and recorded in Vol. 518, Page 445 of the Deed Records of Brazos County, Texas.

Tract #70 Tract Participation .19836

Pitts Unit No. 1

183.36 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 26, 1979, and recorded in Vol. 448, Page 651 of the Deed Records of Brazos County, Texas.

Tract #71 Tract Participation .50609

Self Oil Unit I, Well #1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated October 17, 1978, and recorded in Vol. 414, Page 903 of the Deed Records of Brazos County, Texas.

Tract #72 Tract Participation 2.31804

Faulkner Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 31, 1978, and recorded in Vol. 396, Page 366 of the Deed Records of Brazos County, Texas.

Tract #73 Tract Participation 1.36629

Urso Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated May 9, 1978, and recorded in Vol. 407, Page 472 of the Deed Records of Brazos County, Texas.

Tract #74 Tract Participation 1.31138

Leslie Lloyd Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 1, 1978, and recorded in Vol. 407, Page 478 of the Deed Records of Brazos County, Texas.

Tract #75 Tract Participation 2.16593

Forsthoff Unit #1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 9, 1978, and recorded in Vol. 407, Page 434 of the Deed Records of Brazos County, Texas.

Tract #76 Tract Participation 2.78454

Frenzel Unit No. 2

160.00 acres, more or less, being a part of the T. B. Clark Survey, A-98 and the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 7, 1978, and recorded in Vol. 415, Page 696 of the Deed Records of Brazos County, Texas.

Tract #77 Tract Participation .28620

Frenzel Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated August 14, 1978, and recorded in Vol. 407, Page 455 of the Deed Records of Brazos County, Texas.

Tract #78 Tract Participation .04645

James M. Carter Tract

50 acres, more or less, being a part of the John W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Deed from Mary Strasypka to James M. Carter, which Deed is recorded in Volume 57, Page 217 of the Deed Records of Brazos County, Texas. This is the same land referenced in that certain Oil and Gas Lease dated September 1, 1977, between J. T. Carter and Kitty Carter Carl, Joint Independent Executors of the Estate of James M. Carter, Deceased, as Lessors, and Jordan Engineering, Inc. as Lessee, which lease is recorded in Volume 28, Page 459 of the Oil and Gas Records of Brazos County, Texas.

Tract #79 Tract Participation .02700

Rodgers Unit No. 1

160.00 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 17, 1978, and recorded in Vol. 410, Page 801 of the Deed Records of Brazos County, Texas.

Tract #80 Tract Participation .06855

McKinney Unit No. 1

160.00 acres, more or less, being a part of the Thomas Bowman Survey, A-72, and the John Williams Survey, A-238, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 1, 1979, and recorded in Vol. 448,

Page 661 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 1, 1982 and recorded in Vol. 526, Page 396 of the Deed Records of Brazos County, Texas.

Tract #81 Tract Participation .07674

Cayuga Exploration Inc. - Dyess/Cobb 160 Acre Unit

160.00 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Designation of Unit dated July 11, 1978, and recorded in Vol. 409, Page 533 of the Deed Records of Brazos County, Texas.

Tract #82 Tract Participation .00034

Archie J. Hauser Tract

2.0 acres, more or less, being the same land described in that certain Deed dated November 15, 1946 from Ralph Y. Cobb and wife, Eula Mae Cobb to Archie J. Hauser and recorded in Volume 127, Page 453 of the Deed Records of Brazos County, Texas.

Tract #83 Tract Participation .00203

Ralph Y. Cobb Tract

12.01 acres, more or less, in the Thomas Bowman Survey, A-72, Brazos County, Texas, being all of a 194.0 acre tract, more particularly described in two tracts as follows:

FIRST TRACT: 106 acres of land, more or less, being the same land described in Deed dated August 3, 1960 from Mrs. Bettie Hudson to Ralph Y. Cobb and recorded in Volume 206, Page 402 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 99 acres of land, more or less, and being the same land described in the Deed dated January 11, 1946 from Charles O. Cobb to Ralph Cobb and recorded in Volume 123, Page 134 of the Deed Records of Brazos County, Texas

SAVE AND EXCEPT: 1.0 acre of land, more or less, and being the same land described in the Deed dated May 12, 1976 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Gregory Shirley and wife, Linda Carol Shirley, and recorded in Volume 352, Page 339 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT: 4.0 acres of land, more or less, and being the same land described in the Deed dated August 25, 1972 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Ralph Y. Cobb, Jr. and recorded in Volume 307, Page 408 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT: 4.0 acres of land, more or less, and being the same land described in the Deed dated April 9, 1971 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Gregory Shirley and wife, Linda Carol Shirley, and recorded in Volume 293, Page 263 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT: 2.0 acres of land, more or less, and being the same land described in the Deed dated November 15, 1946 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Archie J. Hauser and recorded in Volume 127, Page 453 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT: from the above described 194.0 acres, 181.99 acres in two tracts, more particularly described as follows:

FIRST TRACT: 80.00 acres, more or less, being a part of the Cayuga Exploration, Inc. - Dyess/Cobb 160 Acre Unit, which unit is more particularly described in that certain Designation of Unit dated July 11, 1978 and recorded in Vol. 409, Page 533 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 101.99 acres, more or less, being a part of the Cayuga Exploration, Inc. - 160 Acres Unit, R. Cobb No. 1, Unit No. 1, which unit is described in that certain Designation of Unit dated July 11, 1978 and recorded in Vol. 405, Page 849 of the Deed Records of Brazos County, Texas, as amended by that certain instrument dated February 16, 1979 and recorded in Vol. 418, Page 374 of the Deed Records of Brazos County, Texas.

Tract #84	Tract Participation	.00084
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Gregory Shirley Tract

5.0 acres, more or less, located in the Thomas Bowman Survey, A-72, Brazos County, Texas and being more particularly described in two tracts as follows:

TRACT ONE: 1.0 acre of land, more or less, being the same land described in the Deed dated May 12, 1976 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Gregory Shirley and wife, Linda Carol Shirley, and recorded in Volume 352, Page 339 of the Deed Records of Brazos County, Texas.

TRACT TWO: 4.0 acres of land, more or less, being the same land described in the Deed dated April 9, 1971 from Ralph Y. Cobb and wife, Eula Mae Cobb, to Gregory Shirley and wife, Linda Carol Shirley, and recorded in Volume 293, Page 263 of the Deed Records of Brazos County, Texas.

Tract #85	Tract Participation	.01107
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Martha L. Muller Tract

65.55 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, being 132.90 acres, more or less, more particularly described in two tracts as follows:

FIRST TRACT: 56.63 acres, being the same tract of land called 53 acres in Deed from Lynn Cobb Pratt to Martha Lucille Pratt, dated October 2, 1974 and recorded in Vol. 337, Page 276 of the Deed Records of Brazos County, Texas. This is the same land described as 56.63 acres in the field notes attached as "Exhibit A" to that certain Oil, Gas and Mineral Lease between Martha Lucille Muller as Lessor and Cayuga Exploration, Inc. as Lessee, dated September 29, 1976 and recorded in Vol. 24, Page 780 of the Oil and Gas Records of Brazos County, Texas.

SECOND TRACT: 76.27 acres, being the same tract of land called 80 2/3 acres in Deed from Lynn Cobb Pratt to Martha Lucille Pratt, dated October 2, 1974 and recorded in Vol. 337, Page 278 of the Deed Records of Brazos County, Texas. This is the same land described as 76.27 acres in the field notes attached as

Tract #88	Tract Participation	.06389
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Risinger Oil Unit No. 1

170.29 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Designation of Oil Unit dated February 8, 1980, and recorded in Vol. 445, Page 281 of the Deed Records of Brazos County, Texas.

Tract #89	Tract Participation	.12610
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Bennett Unit No. 1

160.00 acres, more or less, being a part of the H. A. Adams Survey, A-65, and the E. Seale Survey, A-223, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated August 17, 1979, and recorded in Vol. 435, Page 381 of the Deed Records of Brazos County, Texas.

Tract #90	Tract Participation	.36250
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Jones Unit No. 5

160.00 acres, more or less, being a part of the J.A.E. Phelps Survey, A-198, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 23, 1980, and recorded in Vol. 451, Page 626 of the Deed Records of Brazos County, Texas.

Tract #91	Tract Participation	.63232
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Jones Unit No. 6

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, and the J.A.E. Phelps Survey, A-198, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 24, 1980, and recorded in Vol. 463, Page 193 of the Deed Records of Brazos County, Texas.

Tract #92	Tract Participation	.50591
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Lang Unit No. 2

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 16, 1979, and recorded in Vol. 449, Page 499 of the Deed Records of Brazos County, Texas.

Tract #93	Tract Participation	.34158
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Lang Unit

160.00 acres, more or less, being a part of the Isaiah Curd League, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 18, 1977, but effective as of June 1, 1977, and recorded in Vol. 375, Page 391 of the Deed Records of Brazos County, Texas, as amended by instrument dated October 25, 1977, but effective as of June 1, 1977, recorded in Vol. 384, Page 218 of the Deed Records of Brazos County, Texas, and further amended by instrument dated

Tract #105

Tract Participation

.74043

Wilson Unit No. 6

160.00 acres, more or less, being a part of the J.A.E. Phelps Survey, A-198, the H. G. Catlett Survey, A-97, and the S. C. Mayfield Survey, A-169, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 10, 1980, and recorded in Vol. 451, Page 660 of the Deed Records of Brazos County, Texas.

Tract #106

Tract Participation

.19746

Schram Unit

160.00 acres, more or less, being a part of the H. G. Catlett Survey, A-97, and the Joshua Seale Survey, A-214, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 29, 1977, but effective as of May 1, 1977, and recorded in Vol. 372, Page 245 of the Deed Records of Brazos County, Texas.

Tract #107

Tract Participation

.88749

H. K. Odom Unit No. 1 (Odom Unit I)

160.00 acres, more or less, being a part of the Isaiah Curd Survey, A-11, and the Joshua Seale Survey, A-214, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 29, 1977, but effective May 1, 1977 and recorded in Vol. 372, Page 239 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 27, 1978, but effective as of May 1, 1977, and recorded in Vol. 395, Page 865 of the Deed Records of Brazos County, Texas.

Tract #108

Tract Participation

3.23313

DRB Unit No. 3

160.00 acres, more or less, being a part of the Joshua Seale Survey, A-214, the H. R. Cartmell Survey, A-87, and the Isaiah Curd Survey, A-11, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 1, 1977, and recorded in Vol. 380, Page 379 of the Deed Records of Brazos County, Texas.

Tract #109

Tract Participation

1.06487

DRB Unit No. 2

160.00 acres, more or less, being a part of the John W. Stewart Survey, A-212, the Isaiah Curd Survey, A-11, and the H. R. Cartmell Survey, A-87, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated June 1, 1977, and recorded in Vol. 380, Page 385 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 27, 1978, but effective as of June 1, 1977, and recorded in Vol. 395, Page 859 of the Deed Records of Brazos County, Texas.

Tract #110

Tract Participation

.67141

Smith Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration

dated July 1, 1977, and recorded in Vol. 380, Page 374 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 561 of the Deed Records of Brazos County, Texas.

Tract #111 Tract Participation .66410

Smith Unit No. 2

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 10, 1977, and recorded in Vol. 386, Page 75 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 559 of the Deed Records of Brazos County, Texas.

Tract #112 Tract Participation .34396

Smith Unit No. 3

160.00 acres, more or less, being a part of J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 18, 1978, but effective as of November 2, 1977, and recorded in Vol. 389, Page 593 of the Deed Records of Brazos County, Texas.

Tract #113 Tract Participation .13216

Smith Unit No. 4

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated December 23, 1977, and recorded in Vol. 391, Page 324 of the Deed Records of Brazos County, Texas.

Tract #114 Tract Participation .03680

Humphries Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 16, 1978, and recorded in Vol. 415, Page 702 of the Deed Records of Brazos County, Texas.

Tract #115 Tract Participation .28080

Caygua Exploration, Inc. - 160 Acre Unit, Cavitt No. 1, Unit No. 1

160.00 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Designation of Unit dated July 11, 1978, and recorded in Vol. 405, Page 836 of the Deed Records of Brazos County, Texas.

Tract #116 Tract Participation .79553

Wickson Unit No. 1

160.00 acres, more or less, being a part of the Eli Wickson Survey, A-236, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 3, 1977, and recorded in Vol. 392, Page 358 of the Deed Records of Brazos County, Texas.

Tract #117	Tract Participation	.13615
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Caygua Exploration Inc. - 160 Acre Unit, Wallace No. 1, Unit No. 1

160.00 acres, more or less, being a part of the Thomas Bowman Survey, A-72, Brazos County, Texas, and being the same land described in that certain Designation of Unit dated July 18, 1978 and recorded in Vol. 405, Page 824 of the Deed Records of Brazos County, Texas.

Tract #118	Tract Participation	.03713
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Sparks No. 1

160.00 acres, more or less, being a part of the Eli Wickson Survey, A-236, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 22, 1978, and recorded in Vol. 448, Page 498 of the Deed Records of Brazos County, Texas.

Tract #119	Tract Participation	.02701
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Gulf Oil Corporation-Sparks Unit II

160.00 acres, more or less, being a part of the Eli Wickson Survey, A-236, Brazos County, Texas, and being the same land described in that certain Unit Declaration dated February 23, 1981, and recorded in Vol. 475, Page 809 of the Deed Records of Brazos County, Texas.

Tract #120	Tract Participation	.26550
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Cotton Unit II

160.00 acres, more or less, being a part of the S. C. Mayfield Survey, A-169, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 10, 1980, and recorded in Vol. 465, Page 644 of the Deed Records of Brazos County, as amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 597 of the Deed Records of Brazos County, Texas.

Tract #121	Tract Participation	.29077
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Schram Unit No. 4

160.00 acres, more or less, being a part of the H. G. Catlett Survey, A-97, and the S. C. Mayfield Survey, A-169, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 12, 1979, and recorded in Vol. 433, Page 416 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 3, 1980, but effective as of May 25, 1979, and recorded in Vol. 449, Page 89 of the Deed Records of Brazos County, Texas.

Tract #122	Tract Participation	.51126
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Schram Unit No. 3

160.00 acres, more or less, being a part of the Joshua Seale Survey, A-214, the H. G. Catlett Survey, A-97, and the H. R. Cartmell Survey, A-87, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated

Tract #128

Tract Participation

.37147

R. W. Baker Tract

320.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being more particularly described in two (2) tracts as follows:

FIRST TRACT: 160.00 acres, more or less, being the same land described in that certain Pooling Declaration dated November 2, 1978 and recorded in Vol. 415, Page 680 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 160.00 acres, more or less, being the same land described in that certain Pooling Declaration dated November 2, 1978 and recorded in Vol. 415, Page 685 of the Deed Records of Brazos County, Texas.

Tract #129

Tract Participation

3.79547

Jones Enhanced Recovery Unit

671.69 acres, more or less, being a part of the Hardin Neville Survey, A-184, the H. R. Cartmell Survey, A-87, the James Prewitt Survey, A-193, and the Joshua Seale Survey, A-214, Brazos County, Texas, and being the same land described in that certain Unit Agreement dated September 30, 1980, and recorded in Vol. 463, Page 285 of the Deed Records of Brazos County, Texas.

Tract #130

Tract Participation

.26804

Britten-Burley Unit No. 1

160.00 acres, more or less, being a part of the H. G. Catlett Survey, A-97, and the U. P. Allsbury Survey, A-66, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated August 1, 1979, and recorded in Vol. 435, Page 399 of the Deed Records of Brazos County, Texas, and amended by instrument dated July 2, 1982 and recorded in Vol. 526, Page 573, of the Deed Records of Brazos County, Texas.

Tract #131

Tract Participation

.80996

Buchanan Unit

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193, the H. R. Cartmell Survey, A-87, and the H. G. Catlett Survey, A-97, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated April 29, 1977, but effective as of May 1, 1977, and recorded in Vol. 372, Page 227 of the Deed Records of Brazos County, Texas.

Tract #132

Tract Participation

.36906

Schram Unit #2

160.00 acres, more or less, being a part of the U. P. Allsbury Survey, A-66, the H. G. Catlett Survey, A-97, and the A. Babilie Survey, A-74, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated May 25, 1979, and recorded in Vol. 435, Page 387 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 3, 1980, but effective as of May 25, 1979, and recorded in Vol. 449, Page 87, of the Deed Records of Brazos County, Texas.

Tract #133	Tract Participation	.80536
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Endler Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, and the H. R. Cartmell Survey, A-87, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 12, 1977, and recorded in Vol. 384, Page 227 of the Deed Records of Brazos County, Texas.

Tract #134	Tract Participation	.27537
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Plagens Unit No. 1

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, and the F. Quota Survey, A-200, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 16, 1978, and recorded in Vol. 391, Page 315 of the Deed Records of Brazos County, Texas.

Tract #135	Tract Participation	.24813
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Sikorski Unit No. 2

160.00 acres, more or less, being a part of the J. W. Stewart Survey, A-212, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 31, 1978, and recorded in Vol. 407, Page 500 of the Deed Records of Brazos County, Texas.

Tract #136	Tract Participation	.30009
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Britten-Burley Unit No. 2

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193 and the J. F. Cattenhead Survey, A-96, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated February 13, 1980, and recorded in Vol. 448, Page 641 of the Deed Records of Brazos County, Texas.

Tract #137	Tract Participation	.85003
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Garrett Unit No. 1

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated February 27, 1978, and recorded in Vol. 405, Page 353 of the Deed Records of Brazos County, Texas.

Tract #138	Tract Participation	.64573
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Garrett & Wilson Unit No. 1

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193 and the Hardin Neville Survey, A-184, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated November 17, 1977, and recorded in Vol. 395, Page 43 of the Deed Records of Brazos County, Texas.

Tract #139

Tract Participation

1.53073

James Lang 1, 2, 3

383.44 acres, more or less, being a part of the Hardin Neville Survey, A-184, and the Hardin Neville Survey, A-185, Brazos County, Texas, and being comprised of the following described three (3) tracts of land:

First Tract: 166 acres, more or less being a part of the Hardin Neville Survey, A-184, Brazos County, Texas and being the same land described in Deed from Raymond Ian Lang and Pamela Guerrero to Ann Carter Lang, dated September 14, 1973 and recorded in Vol. 320, Page 764 of the Deed Records of Brazos County, Texas. This is the same land called SECOND TRACT in that certain Oil, Gas and Mineral Lease between James Lang and wife, Pearl L. Lang, as Lessor, and C. R. Hardy, as Lessee, dated December 9, 1975 and recorded in Vol. 22, Page 441 of the Oil and Gas Records of Brazos County, Texas.

Second Tract: 107 acres, more or less, being a part of the Hardin Neville Survey, A-184, Brazos County, Texas, and being the same land described as First Tract in Deed from Pamela Guerrero and Ann Carter Lang to Raymond Ian Lang, dated September 14, 1973 and recorded in Vol. 320, Page 773 of the Deed Records of Brazos County, Texas. This is the same land called THIRD TRACT in that certain Oil, Gas and Mineral Lease between James Lang and wife, Pearl L. Lang, as Lessor, and C. R. Hardy, as Lessee, dated December 9, 1975 and recorded in Vol. 22, Page 441 of the Oil and Gas Records of Brazos County, Texas.

Third Tract: 110.44 acres, more or less, being a part of the Hardin Neville Survey, A-184 and the Hardin Neville Survey, A-185, Brazos County, Texas and being the same land described as Second Tract in Deed from James Lang and wife, Pearl Lang, to Odus E. Lang, dated April 23, 1963 and recorded in Vol. 228, Page 206 of the Deed Records of Brazos County, Texas. This is the same land called FIFTH TRACT in that certain Oil, Gas and Mineral Lease between James Lang and wife, Pearl L. Lang, as Lessor, and C. R. Hardy, as Lessee, dated December 9, 1975 and recorded in Vol. 22, Page 441 of the Oil and Gas Records of Brazos County, Texas.

Tract #140

Tract Participation

.69145

Lang-Guerrero No. 1

160.00 acres, more or less, being a part of the F. Quota Survey, A-200 and the H. R. Cartmell Survey, A-87, Brazos County, Texas, and being the same land described in that certain Declaration of Unit dated May 19, 1978, but effective as of December 31, 1977, and recorded in Vol. 398, Page 260 of the Deed Records of Brazos County, Texas.

Tract #141

Tract Participation

.39536

Metzer Oil Unit No. 1, Well #1

160.00 acres, more or less, being part of the H. R. Cartmell Survey, A-87, and the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated April 19, 1978, and recorded in Vol. 466 + dya 246 of the Deed Records of Brazos County, Texas.

Tract #142 Tract Participation 1.30066

E. E. Peters Tract

640 acres, more or less, being a part of the Perfecto Diaz Survey, A-106 and the F. Quota Survey, A-200, Brazos County, Texas, and being the same land described as a tract of 523.994 acres, more or less, and a tract of 116.006 acres, more or less, in that certain Pooling Agreement dated February 18, 1978, and recorded in Vol. 372, Page 89 of the Deed Records of Brazos County, Texas.

Tract #143 Tract Participation .49380

Metzer Oil Unit No. 2, Well #1

160.00 acres, more or less, being a part of the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated April 19, 1978, and recorded in Vol. 395, Page 130 of the Deed Records of Brazos County, Texas.

Tract #144 Tract Participation .31976

E. E. Jones Oil Unit #1, Well #1

160.00 acres, more or less, being a part of the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated July 5, 1978, and recorded in Vol. 407, Page 156 of the Deed Records of Brazos County, Texas.

Tract #145 Tract Participation .30974

Britten-Burley Unit No. 3

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193, the James Prewitt Survey, A-194, and the J. F. Cattenhead Survey, A-96, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 24, 1980, and recorded in Vol. 463, Page 187 of the Deed Records of Brazos County, Texas.

Tract #146 Tract Participation .51059

Garrett & Wilson Unit No. 2

160.00 acres, more or less, being a part of the James Prewitt Survey, A-193, the James Prewitt Survey, A-194, the Hardin Neville Survey, A-184, and the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated December 12, 1977, and recorded in Vol. 395, Page 76 of the Deed Records of Brazos County, Texas.

Tract #147 Tract Participation .40527

James Lang A (1-A)

160.00 acres, more or less, being a part of the Hardin Neville Survey, A-184, and the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Declaration of Unit dated December 28, 1977, but effective as of November 21, 1977, and recorded in Vol. 392, Page 567 of the Deed Records of Brazos County, Texas.

Tract #148 Tract Participation .68331

Tatum Unit No. 1

160.00 acres, more or less, being a part of the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 1, 1977, and recorded in Vol. 380, Page 359 of the Deed Records of Brazos County, Texas.

Tract #149 Tract Participation .56043

Tatum Unit No. 2

192.86 acres, more or less, being a part of the F. Quota Survey, A-200 and the S. Cooley Survey, A-100, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated October 27, 1977, and recorded in Vol. 395, Page 70 of the Deed Records of Brazos County, Texas.

Tract #150 Tract Participation .87908

Tatum Unit No. 4

160.00 acres, more or less, being a part of the Stephen Cooley Survey, A-100, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 9, 1978, and recorded in Vol. 400, Page 125 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 2, 1979, but effective as of January 9, 1978, and recorded in Vol. 421, Page 181, of the Deed Records of Brazos County, Texas.

Tract #151 Tract Participation .02043

James Lang Tract

121 acres, more or less, being a part of the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in Deed from the First National Bank of Bryan, to James Lang, dated January 10, 1947, and recorded in Vol. 128, Page 318 of the Deed Records of Brazos County, Texas. This is the same land referenced in that certain Oil, Gas and Mineral Lease between The First National Bank of Bryan as Lessor, and S. S. & H. Oil Co., as Lessee, dated March 23, 1982 and recorded in Vol. 42, Page 131 of the Oil and Gas Records of Brazos County, Texas.

Tract #152 Tract Participation .21142

L. E. Huffman Tract

159.00 acres, more or less, being a part of the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in that certain Deed from Mrs. E. L. Lange, a widow, to L. E. Huffman, dated July 1, 1971, and recorded in Volume 299, Page 408 of the Deed Records of Brazos County, Texas. This is the same land referenced in that certain Oil, Gas and Mineral Lease between L. E. Huffman and wife, Alice K. Huffman, as Lessor, and Jack E. Havard, as Lessee, dated June 25, 1976, and recorded in Vol. 23, Page 648 of the Oil and Gas Records of Brazos County, Texas.

Tract #153

Tract Participation

.03014

James Lang (1B)

142 acres, more or less, being a part of the Perfecto Diaz Survey, A-106, Brazos County, Texas, and being the same land described in Deed from Raymond W. Lang, et ux, to James Lang, dated September 4, 1947 and recorded in Vol. 131, Page 466 of the Deed Records of Brazos County, Texas. This is the same land referenced as Fourth Tract in that certain Oil, Gas and Mineral Lease between James L. Lang and wife, Pearl L. Lang, as Lessors, and C. R. Hardy, as Lessee, dated December 9, 1975 and recorded in Vol. 22, Page 441 of the Oil and Gas Records of Brazos County, Texas.

Tract #154

Tract Participation

.02701

Wilson Unit III

160.00 acres, more or less, being a part of the James Prewitt Survey, A-194, Brazos County, Texas, and being more particularly described as follows:

Beginning at a point marking the west corner of the James Prewitt Survey, A-194, said point also marking the north corner of the James Prewitt Survey, A-193, said point being located in the southeast line of the J. F. Cattenhead Survey, A-96;

THENCE N 45° 00' 00" E along the common line of the James Prewitt Survey, A-194, and the J. F. Cattenhead Survey, A-96, for a distance of 348.94 feet to a point for PLACE OF BEGINNING of the herein described tract of land, said point marking the west corner of the James D. Wilson 160 acres tract;

THENCE N 45° 00' 00" E along a northwest line of the James D. Wilson 160 acres tract, same being the common line of the James Prewitt Survey A-194 and the J. F. Cattenhead Survey, A-96, for a distance of 374.40 feet to a point for corner, said point marking the east corner of the J. F. Cattenhead Survey, A-96, said point also marking the south corner of the Mosely Scott Survey, A-218;

THENCE in a northeasterly direction along a northwest line of the James D. Wilson 160 acres tract for a distance of 1738.34 feet to a point for corner, said point marking a north corner of the said 160 acres tract;

THENCE S 45° 00' 00" E along a northeast line of the James D. Wilson 160 acres tract for a distance of 1688.95 feet to a point for corner, said point marking an east corner of the said 160 acres tract;

THENCE S 45° 00' 00" W along a southeast line of the James D. Wilson 160 acres tract for a distance of 467.38 feet to a point for corner, said point marking an interior ell corner of the said 160 acres tract;

THENCE S 45° 00' 00" E along a northeast line of the James D. Wilson 160 acres tract for a distance of 1999.04 feet to a point for corner, said point marking an east corner of the said 160 acres tract;

THENCE S 45° 00' 00" W along a southeast line of the James D. Wilson 160 acres tract for a distance of 1642.36 feet to a point for corner, said point marking the south corner of the said 160 acres tract;

THENCE N 45° 00' 00" W along a southwest line of the James D. Wilson 160 acres tract for a distance of 3790.00 feet to the PLACE OF BEGINNING, containing 160 acres of land, more or less.

Tract #155

Tract Participation

.11619

O. J. Tauber Unit

160.00 acres, more or less, being a portion of the lands described in that certain deed recorded in Volume 136, Page 592 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the East corner of the Mosely Scott Survey A-218, Brazos County, Texas; thence run Northwesterly along the Northeast line of said survey a distance of 2,640 feet to a point for the North corner of the herein described tract; thence run Southwesterly parallel to the Southeast line of said survey a distance of 2,640 feet to a point for the West corner of the herein described tract; thence run Southeasterly parallel to the Northeast line of said survey a distance of 2,640 feet to a point on the Southeast line of said survey and being the south corner of the herein described tract; thence run Northeast along the Southeast line of said survey a distance of 2,640 feet to the POINT OF BEGINNING.

Tract #156

Tract Participation

.30538

Wilson Unit V

160.00 acres, more or less, being a part of the Moses Scott Survey, A-215, and the James Prewitt Survey, A-194, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated August 20, 1980, and recorded in Vol. 461, Page 498 of the Deed Records of Brazos County, Texas.

Tract #157

Tract Participation

.02701

Wilson Unit IV

160.00 acres, more or less, being a part of the James Prewitt Survey, A-194 and the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated September 10, 1980, and recorded in Vol. 461, Page 796 of the Deed Records of Brazos County, Texas.

Tract #158

Tract Participation

.16505

Wilson Unit No. 2

160.00 acres, more or less, being a part of the James Prewitt Survey, A-194, and the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated March 16, 1980, and recorded in Vol. 451, Page 654 of the Deed Records of Brazos County, Texas, and amended by instrument dated April 21, 1982 and recorded in Vol. 518, Page 447 of the Deed Records of Brazos County, Texas.

Tract #159

Tract Participation

.50756

Wilson Unit No. 1

160.00 acres, more or less, being a part of the Hardin Neville Survey, A-185, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated July 16, 1979, and recorded in Vol. 431, Page 825 of the Deed Records of Brazos County, Texas.

Tract #160 Tract Participation 1.33884

Raymond Buchanan Tract

222.06 acres, more or less, being a part of the Hardin Neville Survey, A-184, the Stephen Cooley Survey, A-100, and the Jesse K. Davis Survey, A-103, Brazos County, Texas, and being the same land described in that certain Deed from Mildred W. Buchanan to Raymond Buchanan and Marguerite B. Beard, recorded in Vol. 256, Page 364 of the Deed Records of Brazos County, Texas, and also described in that certain Deed from Marguerite B. Beard and husband, Eugene M. Beard, to Raymond B. Buchanan, dated November 8, 1973, and recorded in Vol. 321, Page 504 of the Deed Records of Brazos County, Texas. This is also the same land referenced in that certain Oil, Gas and Mineral Lease between Raymond B. Buchanan and wife, Mary D. Buchanan, as Lessors, and Curran R. Campbell, Inc., as Lessee, dated October 11, 1974, and recorded in Vol. 21, Page 679 of the Oil and Gas Records of Brazos County, Texas.

Tract #161 Tract Participation .57390

Tatum Unit No. 5

160.00 acres, more or less, being a part of the S. Cooley Survey, A-100, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated January 9, 1978, and recorded in Vol. 391, Page 334 of the Deed Records of Brazos County, Texas, as amended by instrument dated April 2, 1979, but effective as of January 9, 1978, and recorded in Vol. 421, Page 185 of the Deed Records of Brazos County, Texas.

Tract #162 Tract Participation .40518

Tatum Unit No. 3

160.00 acres, more or less, being a part of the J. K. Davis Survey, A-103, and the S. Cooley Survey, A-100, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated November 28, 1977, and recorded in Vol. 391, Page 329 of the Deed Records of Brazos County, Texas, as amended by instrument dated June 30, 1979, but effective as of January 9, 1978, and recorded in Vol. 427, Page 350 of the Deed Records of Brazos County, Texas.

Tract #163 Tract Participation .12545

L. Savoy Oil Unit No. 1, Well #1

160.00 acres, more or less, being a part of the M. Scott Survey, A-215, and the H. R. Cartmell Survey, A-88, Brazos County, Texas, and being the same land described in that certain Oil Unit Designation dated April 19, 1978, and recorded in Vol. 398, Page 378 of the Deed Records of Brazos County, Texas.

Tract #164 Tract Participation .01401

Buttes/H. K. Odom Tract

83 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being all of that certain 100 acres of land described as First Tract in that certain Deed from Mrs. Ella Odom, a widow, to Henry Odom, dated November 14,

1935, and recorded in Vol. 90, Page 186 of the Deed Records of Brazos County, Texas; SAVE AND EXCEPT 17 acres of land included in the Wilson Unit No. 2, said unit being more particularly described in that certain Pooling Declaration dated March 16, 1980 and recorded in Vol. 451, Page 654 of the Deed Records of Brazos County, Texas, and amended by instrument dated April 21, 1982 and recorded in Vol 518, Page 447 of the Deed Records of Brazos County, Texas.

Tract #165

Tract Participation

.02752

James D. Wilson Tract

163 acres, more or less, being part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

FIRST TRACT: 71 acres, more or less, being the same land called Second Tract in Deed from Mrs. Marta Koppe Hall and husband J. W. Hall to F. C. Herrling, dated February 9, 1952 and recorded in Vol. 152, Page 293 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 63 acres, more or less, being the same land called Second Tract in Deed from Augusta Kurten, feme sole, to Henry Kurten Herrling and Frederic Charles Herrling, dated December 28, 1914 and recorded in Vol. 43, Page 494 of the Deed Records of Brazos County, Texas.

THIRD TRACT: 63 acres, more or less, being the same land described in Deed from Henry Kurten and Mittie Kurten to Fred C. Herrling, dated November 18, 1943 and recorded in Vol. 114, Page 454 of the Deed Records of Brazos County, Texas.

FOURTH TRACT: 63 acres, more or less, being the same land described in Deed from Christian Schulz and wife Hilda Schulz to F. C. Herrling, dated August 20, 1957 and recorded in Vol. 184, Page 98 of the Deed Records of Brazos County, Texas.

FIFTH TRACT: 63 acres, more or less, being the same land described in Deed from Pearl Kurten Buchanan and husband W. H. Buchanan to F. C. Herrling, dated February 10, 1945 and recorded in Vol. 118, Page 300 of the Deed Records of Brazos County, Texas.

SAVE AND EXCEPT from the above five tracts that portion of each such tract which is included in the 160 acre production unit for the James D. Wilson Unit 1, said unit being more particularly described as follows:

160.00 acres, which is a portion of five tracts of land conveyed to F. C. Herrling by deeds as follows: a called 71 acre tract recorded in Volume 152, Page 293, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 43, Page 494, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 114, Page 454, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 184, Page 98, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 118, Page 300, of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 160.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point in the Northwesterly line of the said J. K. Davis Survey and the Southeasterly line of the H. R. Cartmell Survey, Abstract

No. 88, said point marks the Northerly corner of the aforementioned 71 acre tract and the Westerly corner of a called 450 acre tract conveyed to F. C. Herrling by deed recorded in Volume 152, Page 293 of the Brazos County Deed Records;

THENCE, S 44° 48' 44" E, along the Northeasterly line of the aforesaid 71 acre tract and Southwesterly line of the said 450 acre tract, passing at 1,411.11 feet the Southerly corner of the said 450 acre tract conveyed to Henry Kurten Herrling and Frederick Charles Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, and continuing in all for 2,150.26 feet to a point for the Northerly corner and POINT OF BEGINNING of this herein described tract;

THENCE, S 44° 48' 44" E, along the most Southwesterly line of the aforesaid Henry Herrling and Frederick Herrling 450 acre tract, and along the Northeasterly line of this tract, passing at 671.96 feet a Southerly corner of said 450 acre tract and the Westerly corner of a called 85.5 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records, and continuing in all for 1,605.15 feet to a point in the center line of Cedar Creek which marks a Southerly corner of the said 85.5 acre tract and Easterly corner of the said F. C. Herrling 71 acre tract and this herein described tract;

THENCE, in a generally Southwesterly direction along the center line meanders of the aforementioned Cedar Creek and the Southeasterly line of this tract as follows:

S 65° 59' 31" W, for 56.95 feet;

S 73° 59' 21" W, for 202.87 feet;

S 11° 17' 35" E, for 319.83 feet;

S 55° 54' 33" W, for 210.95 feet;

N 75° 42' 54" W, for 123.66 feet;

S 41° 56' 36" W, for 261.07 feet;

S 25° 50' 09" E, for 180.89 feet;

S 67° 46' 44" W, for 539.36 feet;

S 07° 54' 53" E, for 185.49 feet;

S 85° 42' 22" W, for 172.59 feet;

S 04° 12' 45" E, for 157.61 feet;

S 59° 38' 23" W, for 137.17 feet;

S 28° 57' 08" W, for 185.17 feet;

S 07° 21' 49" E, for 196.09 feet;

S 40° 57' 14" W, for 394.96 feet;

N 61° 55' 33" W, for 112.65 feet;

S 67° 47' 08" W, for 328.11 feet;

S 51° 38' 07" W, for 622.64 feet;

S 37° 07' 55" W, for 302.15 feet;

S 37° 40' 57" W, for 157.08 feet to a point at the Easterly corner of a called 100 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, and the Southerly corner of the aforesaid 63 acre tract recorded in Volume 118, Page 300, of the Brazos County Deed Records, and of this herein described tract;

THENCE, N 44° 54' 37" W, along the Northeasterly line of the aforesaid 100 acre tract, and the Southwesterly line of the aforementioned 63 acre tract and this tract for 1,704.58 feet to a point for the Westerly corner of this tract;

THENCE, N 45° 11' 16" E, along the Northwesterly line of this 160.00 acre tract for 4,077.31 feet to the POINT OF BEGINNING.

Tract #166

James D. Wilson Unit 1

Tract Participation

.20404

160.00 acres of land, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

160.00 acres, which is a portion of five tracts of land conveyed to F. C. Herrling by deeds as follows: a called 71 acre tract recorded in Volume 152, Page 293, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 43, Page 494, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 114, Page 454, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 184, Page 98, of the Brazos County Deed Records; a called 63 acre tract recorded in Volume 118, Page 300, of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 160.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point in the Northwesterly line of the said J. K. Davis Survey and the Southeasterly line of the H. R. Cartmell Survey, Abstract No. 88, said point marks the Northerly corner of the aforementioned 71 acre tract and the Westerly corner of a called 450 acre tract conveyed to F. C. Herrling by deed recorded in Volume 152, Page 293, of the Brazos County Deed Records;

THENCE, S 44° 48' 44" E, along the Northeasterly line of the aforesaid 71 acre tract and the Southwesterly line of the said 450 acre tract, passing at 1,411.11 feet the Southerly corner of the said 450 acre tract conveyed to Henry Kurten Herrling and

Frederick Charles Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, and continuing in all for 2,150.26 feet to a point for the Northerly corner and POINT OF BEGINNING of this herein described tract;

THENCE, S 44° 48' 44" E, along the most Southwesterly line of the aforesaid Henry Herrling and Frederick Herrling 450 acre tract, and along the Northeasterly line of this tract, passing at 671.96 feet a Southerly corner of said 450 acre tract and the Westerly corner of a called 85.5 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records, and continuing in all for 1,605.15 feet to a point in the center line of Cedar Creek which marks a Southerly corner of said 85.5 acre tract and the Easterly corner of the said F. C. Herrling 71 acre tract and this herein described tract;

THENCE, in a generally Southwesterly direction along the center line meanders of the aforementioned Cedar Creek and the Southeasterly line of this tract as follows:

S 65° 59' 31" W, for 56.95 feet;

S 73° 59' 21" W, for 202.87 feet;

S 11° 17' 35" E, for 319.83 feet;

S 55° 54' 33" W, for 210.95 feet;

N 75° 42' 54" W, for 123.66 feet;

S 41° 56' 36" W, for 261.07 feet;

S 25° 50' 09" E, for 180.89 feet;

S 67° 46' 44" W, for 539.36 feet;

S 07° 54' 53" E, for 185.49 feet;

S 85° 42' 22" W, for 172.59 feet;

S 04° 12' 45" E, for 157.61 feet;

S 59° 38' 23" W, for 137.17 feet;

S 28° 57' 08" W, for 185.17 feet;

S 07° 21' 49" E, for 196.09 feet;

S 40° 57' 14" W, for 394.96 feet;

N 61° 55' 33" W, for 112.65 feet;

S 67° 47' 08" W, for 328.11 feet;

S 51° 38' 07" W, for 622.64 feet;

S 37° 07' 55" W, for 302.15 feet;

S 37° 40' 57" W, for 157.08 feet to a point at the Easterly corner of a called 100 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, and the Southerly corner of the aforesaid 63 acre tract recorded in Volume 118, Page 300, of the Brazos County Deed Records, and of this herein described tract;

THENCE, N 44° 54' 37" W, along the Northeasterly line of the aforesaid 100 acre tract, and the Southwesterly line of the aforementioned 63 acre tract and this tract for 1,704.58 feet to a point for the Westerly corner of this tract;

THENCE, N 45° 11' 16" E, along the Northwesterly line of this 160.00 acre tract for 4,077.31 feet to the POINT OF BEGINNING.

Tract #167

Tract Participation

.74428

H. K. Odom Unit 1

160.00 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

160.00 acres, which is out of a called 113 acre tract and a called 450 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, and out of a called 13.6 acre tract and a called 337 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315 of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 160.00 acre tract being more particularly described by metes and bounds as follows:

POINT OF BEGINNING being a point in the center line of Cedar Creek, which marks the Northerly corner of a called 163 acre tract conveyed to F. C. Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, said point also marks the Westerly corner of the aforesaid 113 acre tract and this herein described tract;

THENCE, in a generally Northeasterly direction following the meanders of the aforementioned Cedar Creek along the North-western line of this tract as follows:

N 61° 41' 19" E, for 255.08 feet;

S 80° 19' 22" E, for 535.28 feet;

S 56° 45' 46" E, for 190.16 feet;

N 37° 40' 57" E, for 357.23 feet;

N 37° 07' 55" E, for 302.15 feet;

N 51° 38' 07" E, for 622.64 feet;

N 67° 47' 08" E, for 328.11 feet;

S 61° 55' 33" E, for 112.65 feet;

N 40° 57' 14" E, for 394.96 feet;

N 07° 21' 49" W, for 196.09 feet;

N 28° 57' 08" E, for 185.17 feet;

N 59° 38' 23" E, for 137.17 feet;

N 04° 12' 45" W, for 157.61 feet;

N 85° 42' 22" E, for 172.59 feet;

N 07° 54' 53" W, for 185.49 feet;

N 67° 46' 44" E, for 251.48 feet to a point for the Northerly corner of this herein described 160.00 acre tract;

THENCE, S 45° 12' 16" E, along the Northeasterly line of this tract for 1,949.85 feet to a point for the Easterly corner of this tract;

THENCE, S 44° 47' 44" W, along the Southeasterly line of this tract, passing at 240.19 feet the Easterly corner of the aforesaid 13.6 acre tract, and continuing in all for 2,384.57 feet to an angle point;

THENCE, S 60° 24' 40" W, continuing along said Southeasterly line for 825.15 feet to an angle point, said point being the Westerly corner of the said 13.6 acre tract and the Easterly corner of a called 1 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records;

THENCE, S 72° 52' 15" W, continuing along the said Southeasterly line of this tract and the Northwesterly line of the aforementioned 1 acre tract for 496.49 feet to a point in the Northeasterly line of the aforesaid 163 acre tract which marks the Westerly corner of the said 1 acre tract and the Southerly corner of this herein described tract;

THENCE, N 44° 59' 06" W, along the Northeasterly line of the said 163 acre tract and the Southwesterly line of this tract for 750.32 feet to an angle point;

THENCE, N 44° 36' 00" W, continuing along the Northeasterly line of said 163 acre tract and the Southwesterly line of this

160.00 acre tract for 1,415.71 feet to the POINT OF BEGINNING.

Tract #168

James D. Wilson Unit 2

Tract Participation

.68098

215.71 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

215.71 acres which is out of a called 163 acre tract conveyed to F. C. Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, also being out of a called 100 acre tract and a called 460 acre tract conveyed to F. C. Herrling by deed recorded in Volume 108, Page 401, of the Brazos County Deed Records, and including all of a called 1 acre tract conveyed to F. C. Herrling as recorded in Volume 156, Page 317, of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 215.71 acre tract being more particularly described by metes and bounds as follows:

POINT OF BEGINNING being a point in the center line of Cedar Creek which marks the Westerly corner of a called 113 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, said point marks the Northerly corner of the aforesaid 163 acre tract and the Westerly North corner of this herein described tract;

THENCE, S 44° 36' 00" E, along the Southwesterly line of the said 113 acre tract, the Northeasterly line of the aforesaid 163 acre tract and a Northeasterly line of this tract for 1,415.71 feet to an angle point;

THENCE, S 44° 59' 06" E, continuing along the previously described line for 750.32 feet to a point for an interior corner of this tract, said point marks the Westerly corner of the aforementioned 1 acre tract;

THENCE, N 72° 52' 15" E, along the Northwesterly line of the said 1 acre tract and a Northwesterly line of this herein described tract for 496.49 feet to an angle point, said point being the Easterly corner of the said 1 acre tract and the Westerly corner of a called 13.6 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315, of the Brazos County Deed Records;

THENCE, N 60° 24' 40" E, along the Southeasterly line of the aforesaid 13.6 acre tract of a Northwesterly line of this tract for 825.15 feet to an angle point;

THENCE, N 44° 47' 44" E, continuing along the aforesaid lines for 2,144.38 feet to a point in the Southwesterly line of a called 337 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315, of the Brazos County Deed Records, said point marks the Easterly corner of the said 13.6 acre tract and the most Easterly North corner of this 215.71 acre tract;

THENCE, S 45° 49' 15" E, along the Southwesterly line of the said 337 acre tract and the most Northeasterly line of this herein described tract for 3,882.58 feet to a point for the Easterly corner of this tract;

THENCE, N 87° 39' 04" W, along a Southerly line of this tract for 3,167.06 feet to a point for an interior corner of this tract, said point being the most Southerly East corner of the aforesaid 100 acre tract;

THENCE, S 44° 50' 12" W, along the Southeasterly line of the said 100 acre tract and this tract for 1,614.91 feet to a point in the Southwesterly line of the said J. K Davis Survey, said point being the Northerly corner of the S. Cooley Survey, Abstract No. 100 and the Easterly corner of the H. Neville Survey, Abstract No. 185, said point marks the Southerly corner of this herein described tract;

THENCE, N 45° 41' 20" W, along the Northeasterly line of the said H. Neville Survey and the Southwesterly line of the said J. K. Davis Survey and this tract for 1,755.42 feet to an angle point;

THENCE, N 45° 04' 12" W, continuing along said lines for 2,484.41 feet to a point in the center line of the aforementioned Cedar Creek which marks the most Westerly corner of this tract;

THENCE, N 56° 22' 37" E, along the center line of said Cedar Creek and the most Northwesterly line of this 215.71 acre tract for 367.76 feet to the POINT OF BEGINNING.

Tract #169

Tract Participation

.29168

Tatum Unit No. 6

160.00 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being the same land described in that certain Pooling Declaration dated November 20, 1978, and recorded in Vol. 421, Page 190 of the Deed Records of Brazos County, Texas.

Tract #170

Tract Participation

.11342

J. Harbarta Tract

158.5 acres, more or less, being a part of the H. R. Cartmell Survey, A-88, Brazos County, Texas, and being all of that certain 161.5 acres described in Deed from the Veteran's Land Board of Texas to Johnnie Habarta, Jr., dated December 14, 1972 and recorded in Vol. 311, Page 732 of the Deed Records of Brazos County, Texas, SAVE AND EXCEPT 3 acres of land, more or less, described in Deed from William J. Hargett to Peggy Lou Garrett, dated March 14, 1974, and recorded in Vol. 325, Page 423 of the Deed Records of Brazos County, Texas. This is the same land referenced in that certain Oil, Gas and Mineral Lease between Johnnie Habarta, Jr. and wife, Lillian Habarta, as Lessor, and W. Dow Hamm, Jr., as Lessee, dated January 12, 1977 and recorded in Vol. 27, Page 380 of the Oil and Gas Records of Brazos County, Texas.

Tract #171

Tract Participation

.03722

Gulf - James D. Wilson Tract

220.5 acres, more or less, being a part of the H. R. Cartmell Survey, A-88, Brazos County, Texas and being more particularly described as follows:

FIRST TRACT: 141.5 acres, more or less, being all of that certain 303 acre tract conveyed by deed dated April 29, 1939 from F. C. Herrling, Sr. to F. C. Herrling, Jr. recorded in Volume 100, Page 35 of the Deed Records of Brazos County, Texas; SAVE AND EXCEPT 161.5 acres, more or less, described in that certain Deed dated December 14, 1972 from the Veteran's Land Board of the State of Texas to Johnnie Habarta, Jr., recorded in Volume 311, Page 732 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 79 acres, more or less, being the same land described as First Tract in a Deed dated February 9, 1952, from Marta Koppe Hall and husband, J. W. Hall, to F. C. Herrling, recorded in Volume 152, Page 293 of the Deed Records of Brazos County, Texas.

Tract #172

James D. Wilson Unit 5

Tract Participation

.17288

240.95 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

240.95 acres which is out of a called 450 acre tract conveyed to F. C. Herrling by deed recorded in Volume 152, Page 293, of the Brazos County Deed Records, and also being out of a called 450 acre tract conveyed to Henry Kurten Herrling and Frederick Charles Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 240.95 acre tract being more particularly described by metes and bounds as follows:

POINT OF BEGINNING being a point in the Northwesterly line of aforesaid J. K. Davis Survey and the Southeasterly line of the H. R. Cartmell Survey, Abstract No. 88, said point marks the Northerly corner of a called 71 acre tract conveyed to F. C. Herrling by deed recorded in Volume 152, Page 293, of the Brazos County Deed Records, the Westerly corner of the aforementioned F. C. Herrling 450 acre tract, and the Westerly corner of this herein described tract;

THENCE, N 45° 11' 16" E, along the said Southeasterly line of the H. R. Cartmell Survey, and the Northwesterly line of the said J. K. Davis Survey, the said F. C. Herrling 450 acre tract and this herein described tract for 3,718.98 feet to a point for the Northerly corner of this tract;

THENCE, S 44° 48' 44" E, along the Northeasterly line of this tract for 2,822.22 feet to a point for the Easterly corner of this tract;

THENCE, S 45° 11' 16" W, along the Southeasterly line of this tract, passing at 443.98 feet the Northerly corner of a called 85.5 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records, said point also being an interior corner of the aforementioned Henry Kurten Herrling and Frederick Charles Herrling 450 acre tract, and continuing in all for 3,718.98 feet to a point in the Northeasterly line of said F. C. Herrling 71 acre tract which marks the Westerly corner of the aforesaid 85.5 acre tract, a Southerly corner of the said Henry and Frederick Herrling 450 acre tract, and the Southerly corner of this herein described tract;

THENCE, N 44° 48' 44" W, along the Northeasterly line of the said 71 acre tract, a Southwesterly line of the said Henry and Frederick Herrling 450 acre tract, and the Southwesterly line of this 240.95 acre tract, passing at 1,411.11 feet the Westerly corner of the said Henry and Frederick Herrling 450 acre tract, and a Southerly corner of the said F. C. Herrling 450 acre tract, and continuing in all for 2,822.22 feet to the POINT OF BEGINNING.

Tract #173

James D. Wilson Unit 4

Tract Participation

.43886

160.00 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

160.00 acres which is out of a called 85.5 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records, and out of a called 450 acre tract conveyed to Henry Kurten Herrling and Frederick Charles Herrling as recorded in Volume 43, Page 494, of the Brazos County Deed Records, all in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 160.00 acre tract being more particularly described by metes and bounds as follows:

POINT OF BEGINNING being a point in the Northeasterly line of a called 71 acre tract conveyed to F. C. Herrling by deed recorded in Volume 152, Page 293, of the Brazos County Deed Records, said point marks a Southerly corner of the aforesaid 450 acre tract and the Westerly corner of this herein described tract;

THENCE, N 45° 11' 16" E, along a Southeasterly line of the said 450 acre tract and the Northwesterly line of the said 85.5 acre tract and this tract, passing at 3,275.00 feet the Northerly corner of the said 85.5 acre tract, and continuing in all for 4,133.88 feet to a point for the Northerly corner of this herein described tract;

THENCE, S 44° 48' 44" E, along the Northeasterly line of this tract for 3,457.45 feet to a point for the Northeast corner of this tract;

THENCE, N 44° 47' 44" E, along a Northwesterly line of this tract for 240.19 feet to a point for an interior corner of this herein described tract;

THENCE, N 45° 12' 16" W, along a Southwesterly line of this tract for 1,949.85 feet to a point in the center line of Cedar Creek, said point also being in the Southeasterly line of a called 63 acre tract conveyed to F. C. Herrling by deed recorded in Volume 43, Page 494, of the Brazos County Deed Records, and being in the Northwesterly line of the aforesaid 450 acre tract, said point marks the most Westerly corner of this 364.50 acre tract;

THENCE, in a generally Northeasterly direction along the Northwesterly line of the said 450 acre tract and this herein described tract, and along the center line meanders of said Cedar Creek as follows:

N 67° 46' 44" E, for 287.88 feet;

N 25° 50' 09" W, for 180.89 feet

N 41° 56' 36" E, for 261.07 feet;

S 75° 42' 54" E, for 123.66 feet;

N 55° 54' 33" E, for 210.95 feet;

N 11° 17' 35" W, for 319.83 feet;

N 73° 59' 21" E, for 202.87 feet;

N 65° 59' 31" E, for 56.95 feet to a point which marks a Southerly corner of a called 85.5 acre tract conveyed to F. C. Herrling by deed recorded in Volume 156, Page 317, of the Brazos County Deed Records;

THENCE, N 32° 15' 35" E, along a Southeasterly line of the aforesaid 85.5 acre tract and continuing along the Northwesterly line of the said 450 acre tract and this tract for 2,271.41 feet to a point for the most Northerly corner of this tract;

THENCE, S 69° 27' 36" E, along a Southwesterly line of the said 85.5 acre tract and the Northeasterly line of this tract and the said 450 acre tract for 2,311.11 feet to an angle point;

THENCE, S 13° 43' 57" E, for 517.01 feet to an angle point;

THENCE, S 53° 30' 10" E, for 722.22 feet to an angle point;

THENCE, S 40° 59' 55" E, for 525.26 feet to a point for the most Easterly corner of this 364.50 acre tract;

THENCE, N 87° 39' 04" W, along a Southerly line of this tract for 1,602.85 feet to a point for an interior corner;

THENCE, S 00° 11' 16" W, along the East line of this tract for 1,059.14 feet to a point for the Southeast corner of this herein described tract;

THENCE, S 45° 11' 16" W, along the most Southeasterly corner of this 160.00 acre tract for 400.00 feet to a point for the most Southerly corner of this tract;

THENCE, N 40° 59' 55" W, along a Southwesterly line of this tract for 525.26 feet to an angle point;

THENCE, N 53° 30' 10" W, continuing along said Southwesterly line for 722.22 feet to an angle point;

THENCE, N 13° 43' 57" W, for 517.01 feet to a point for interior corner;

THENCE, N 69° 27' 36" W, continuing along a Southwesterly line of this tract and the said 85.5 acre tract for 2,311.11 feet to a point for interior corner;

THENCE, S 32° 15' 35" W, along a Southeasterly line of the said 85.5 acre tract and this tract for 2,271.41 feet to a point in the center line of Cedar Creek which marks a Southerly corner of said 85.5 acre tract and this tract, and the Easterly corner of the aforementioned 71 acre tract;

THENCE, N 44° 48' 44" W, along the Northeasterly line of the said 71 acre tract, and the most Southwesterly line of the said 85.5 acre tract and this 160.00 acre tract for 933.19 feet to the POINT OF BEGINNING.

Tract #174

H. K. Odom Unit 4

Tract Participation

.31175

364.50 acres, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

364.50 acres which is out of a called 450 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, and out of a called 337 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315, of the Brazos County Deed Records, said 364.50 acre tract being more particularly described by metes and bounds as follows:

POINT OF BEGINNING being a point which marks the Southwest corner of the aforesaid 337 acre tract and which also marks the Southwest corner of this herein described tract;

THENCE, N 45° 49' 15" W, along the Southwesterly line of the said 337 acre tract and the most Southwesterly line of this tract for 3,882.58 feet to a point which marks the most Easterly corner of a called 13.6 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315, of the Brazos County Deed Records, said point also marks a Westerly corner of this tract;

THENCE, S 02° 20' 56" W, along an Easterly line of this tract for 3,767.74 feet to a point for an interior corner;

THENCE, S 45° 49' 15" E, along a Northeasterly line of this tract for 1,211.68 feet to a point for an interior corner;

THENCE, S 87° 39' 04" E, along a Northerly line of this tract for 339.45 feet to a point for corner;

THENCE, S 02° 20' 56" W, along the most Easterly line of this tract for 450.00 feet to a point in the South line of the said 337 acre tract which marks the Southeast corner of this herein described tract;

THENCE, N 87° 39' 04" W, along the South line of the said 337 acre tract and the most Southerly line of this 364.50 acre tract for 701.05 feet to the POINT OF BEGINNING.

Tract #175

H. K. Odom Unit 2

Tract Participation

.35186

160.00 acres of land, more or less, being a part of the J. K. Davis Survey, A-103, Brazos County, Texas, and being more particularly described as follows:

160.00 acres which is out of a called 337 acre tract conveyed to Henry K. Odom by deed recorded in Volume 156, Page 315, of the Brazos County Deed Records, and out of a called 450 acre tract conveyed to Henry K. Odom by deed recorded in Volume 90, Page 186, of the Brazos County Deed Records, in the J. K. Davis Survey, Abstract No. 103, in Brazos County, Texas, said 160.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of the aforesaid 337 acre tract;

THENCE, S 87° 39' 04" E, along the South line of the said 337 acre tract for 361.60 feet;

THENCE, N 02° 20' 56" E, for 450.00 feet to a point for the most Southerly Southwest corner and POINT OF BEGINNING of this herein described tract;

THENCE, N 45° 49' 15" W, along the Southwesterly line of this tract for 1,211.68 feet to a point for the most Westerly Southwest corner of this tract;

THENCE, N 02° 20' 56" E, along the West line of this tract for 3,767.74 feet to a point for the Northwest corner of this tract;

THENCE, S 87° 39' 04" E, along the North line of this tract for 1,602.85 feet to a point for the Northeast corner of this tract;

THENCE, S 02° 20' 56" W, along the East line of this tract for 4,575.84 feet to a point for the Southeast corner of this tract;

THENCE, N 87° 39' 04" W, along the South line of this 160.00 acre tract for 700.00 feet to the POINT OF BEGINNING.

Willis C. Conner Tract

31.59 acres; more or less, in the J. A. Rhodes Survey, A-204, Brazos County, Texas, being all of a 110.84 acre tract described in deed dated February 29, 1956 from Leo E. Landrum, et ux to W. C. Conner, recorded in Vol. 173, Page 195 of the Deed Records of Brazos County, Texas, SAVE AND EXCEPT 79.25 acres, more or less, in two tracts more particularly described as follows:

FIRST TRACT: 73.14 acres, more or less, being a part of the Conner Unit #1, which unit is more particularly described in that certain Pooling Declaration dated April 19, 1979 and recorded in Vol. 427, Page 344 of the Deed Records of Brazos County, Texas.

SECOND TRACT: 6.11 acres, more or less, being a part of the Hall Unit No. 1, which unit is described in that certain Pooling Declaration dated July 2, 1979 and recorded in Vol. 431, Page 819 of the Deed Records of Brazos County, as amended by that certain Amended Pooling Declaration dated April 24, 1980 but effective as of July 2, 1979, and recorded in Vol. 450, Page 318 of the Deed Records of Brazos County, Texas.

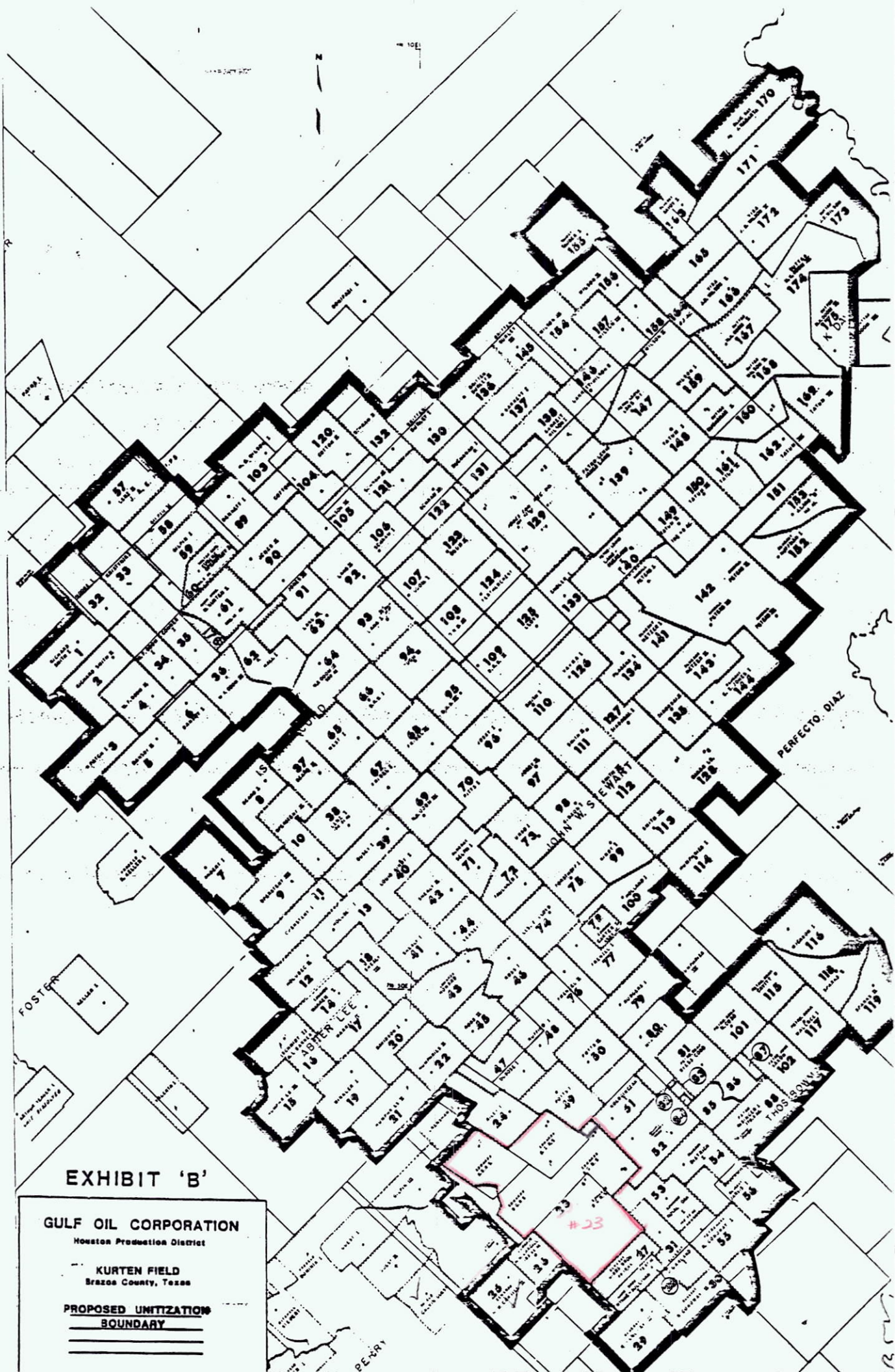
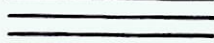


EXHIBIT 'B'

GULF OIL CORPORATION
Houston Production District

KURTEN FIELD
Brazos County, Texas

**PROPOSED UNITIZATION
BOUNDARY**



#33

EXHIBIT "C"

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

INDEMNITY AGREEMENT

WHEREAS, Section 9.1.3 of an agreement entitled "Unit Agreement, Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, Texas," provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract _____, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract's meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefited by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the day and date evidenced by this certificate of acknowledgment hereof.

EXHIBIT "D"

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

INDEMNITY AGREEMENT

WHEREAS, Section 9.1.4 of an agreement entitled "Unit Agreement, Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, Texas," provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract _____, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract's meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefited by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the day and date evidenced by this certificate of acknowledgment hereof.

(17)

M-84013

Unit Agreement & Ratification
Kurtz Woodbine Unit
dated 10-9-84 g.s

Garry Mauro
Commissioner
General Land Office



October 15, 1984

Ms. Becky Miller
Scott, Douglass, & Luton
12th Floor
First City Bank
Austin, Texas 78701

Re: Gulf Oil Corporation
Ratification of Unit Agreement
State Lease M-84013
Bryan Woodbine Unit
Brazos County, Texas

Dear Ms. Miller:

Enclosed is the captioned ratification, fully executed by the Commissioner of the General Land Office. We have retained a copy for our files.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Swan".

Laurie Swan
Legal Division
475-1071

Enclosure

(18)

M-84013

Ltr to

Becky Miller

Dated 10-15-84 gm

YOUR COPY

DIVISION ORDER

To: OMNI PETROLEUM CORPORATION
110 Wild Basin Road, Suite 250
Austin, Texas 78746

M-84013

Date: February 5, 1992

Each of the undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil produced from the OMNI PETROLEUM CORPORATION - JOHNSTON-GRAHAM #1 farm or lease, located in BRAZOS COUNTY, TEXAS, more particularly described as follows:

FOR PROPERTY DESCRIPTION, PLEASE SEE PLAT ATTACHED HERETO.

Effective 7.a.m. of first production and until further written notice, subject to the conditions, covenants and directions hereof, Omni Petroleum Corporation (Payor), its successors and assigns, are authorized to receive and to give credit for oil sold to the following:

CREDIT TO

DIVISION OF INTEREST

<u>NAME OF INTEREST OWNER</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Commission General Land Office State of Texas Minerals Division 1700 N. Congress Ave. Austin, Texas 78701	.00189450	.00189450

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.

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 at the price received for oil to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deduction for impurities.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oils run during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor. Payments of less than \$25.00 may be accrued before disbursement until the total amount equals \$25.00 or more, or until December 31 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: 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 owner's interest to which payor is made a party.

DISPUTE: WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of 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 the 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: 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 a copy of the recorded instrument of change or documents satisfactorily evidencing such change are furnished to payor. Any change of interest shall be made effective on the first day of the month in which such notice is received by payor. Any correspondence regarding this agreement shall be furnished to the address listed unless otherwise advised by either party.

IMPORTANT: NO PAYMENT WILL BE MADE UNTIL OMNI PETROLEUM CORPORATION HAS YOUR SOCIAL SECURITY/TAX I.D. NUMBER.

WITNESS:

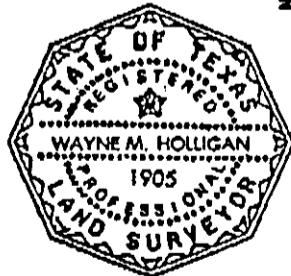
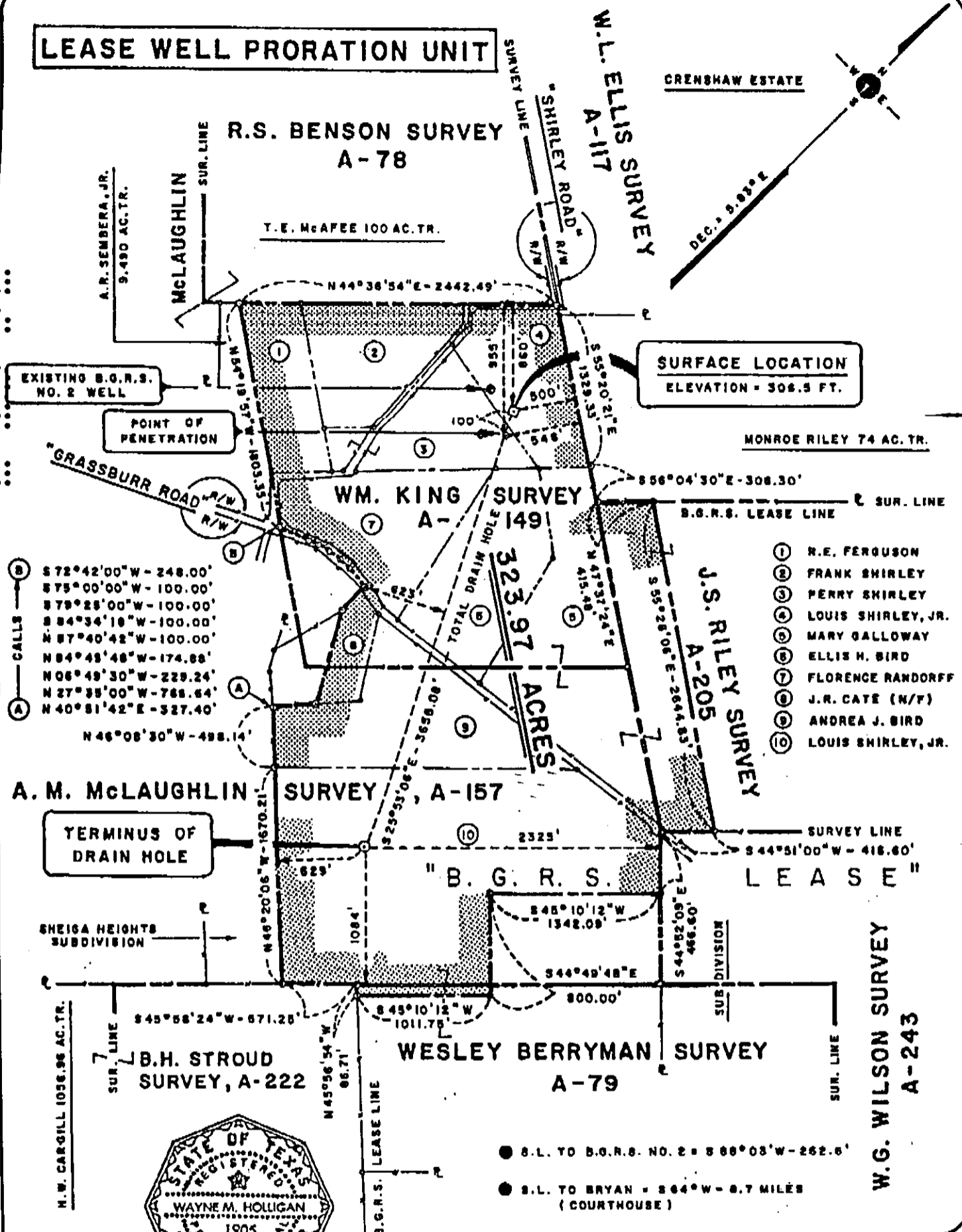
SIGNATURE OF OWNER:

Social Security or
IRS Tax Number

COMMISSION GENERAL LAND OFFICE

By:

LEASE WELL PRORATION UNIT



SURVEYED BY:
 REVISED - 01-17-92

Wayne M. Holligan
 WAYNE M. HOLLIGAN
 R.P.L.S. NO. 1905

WELL LOCATION PLAT

REVISED
 OMNI PETROLEUM CORPORATION
 JOHNSTON - GRAHAM NO. 1
 KING, McLAUGHLIN, BERRYMAN & RILEY
 SURVEYS
 BRAZOS COUNTY, TEXAS

DATE: OCT. 15, 1991	SCALE: 1" = 1000 FT.	SH. OF
JOB NO. 91-954	DRAWN BY: W.M.H.	

HORATIO CHRIESMAN COMPANY
 LAND SURVEYORS - BRAZOS COUNTY, TEXAS

DIVISION ORDER

Lease No. 50246000

To **PHIBRO ENERGY, INC.**
 2500 Allianz Financial Centre
 2323 Bryan, LB 185
 Dallas, Texas 75201

M-84013

DATE FEBRUARY 26, 1992

Each of the undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil produced from the OMNI
PETROLEUM - JOHNSTON-GRAHAM farm or lease, located in BRAZOS County/Parish, State of TEXAS
 more particularly described as follows:

JOHNSTON-GRAHAM

323.97 acres of land, more or less, out of 971.905 acres, and being more particularly depicted on plat attached hereto.

Effective 7 a.m. FEBRUARY 01, 1992 and until further written notice, subject to the conditions, covenants and directions hereof, Phibro Energy, Inc. (Payor), its successors and assigns, are authorized to receive and purchase such oil and to give credit to the following:

OWNER NO.	LEASE NO.	INTEREST	CREDIT TO NAME AND ADDRESS
50246000			FOR DIVISION OF INTEREST SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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.

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 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 deduction for impurities.
- **PAYMENT:** From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil run during the preceding calendar month 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 31 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:** 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 owner's interest to which payor is made a party.
- **DISPUTE: WITHHOLDING OF FUNDS:** If a suit is filed that affects the interest of 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 the 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:** 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 a copy of the recorded instrument of change or documents satisfactorily evidencing such change are furnished to payor. 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.

IMPORTANT: NO PAYMENT WILL BE MADE UNTIL PHIBRO ENERGY, INC. HAS YOUR SOCIAL SECURITY / TAX I.D. NUMBER.

WITNESSES:	SIGNATURE OF OWNER:	OWNER'S SOCIAL SECURITY OR IRS TAX ACCOUNT NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FOR YOUR RECORDS
NOT TO BE RETURNED**

CASE NUMBER : 50246000
CASE NAME : JOHNSTON-GRAHAM
LOCATION : BRAZOS

TX

OWNER NO.	INTEREST		CREDIT TO		
10455	0.00078280	D	PATRICIA N. WILSON 5949 SHERRY LN #1720 DALLAS	TX	75225
10456	0.00078280	D	RANDOLPH E. WILSON 5949 SHERRY LANE #1720 DALLAS	TX	75225
10458	0.00208770	D	WYNANT S. WILSON 2014 BROOK HOLLOW DRIVE ABILENE	TX	79605
* 10462	0.00682420	W	CHEVRON USA INC P O BOX 200027 HOUSTON	TX	77216-0027
10608	0.00010280	D	JAMES R SOWELL 500 CRESCENT COURT #270 DALLAS	TX	75201
10831	0.00187500	W	PAUL R GALLOWAY JR P O BOX 1627 ABILENE	TX	79604
10917	0.00114190	D	CONCORD OIL COMPANY 1500 ALAMO BLDG SAN ANTONIO	TX	78205
* 10974	0.00189450	R	THE STATE OF TEXAS % COMMISSIONER OF TEXAS GENERAL LAND OFFICE AUSTIN	TX	78701
12126	0.03750000	W	KRISTIE GRAHAM 5543 N ESPINA RD TUCSON	AZ	85718
13077	0.00069127	D	W T & MARJORIE JORDAN P O BOX 5384 WICHITA FALLS	TX	76301
14091	0.00158080	D	BEVERLY JANE KAMPRATH 641 HIDEWAY LN E LINDALE	TX	75771
14092	0.00158080	D	R W KAMPRATH 270 SUGARBERRY CR HOUSTON	TX	77024
14414	0.00026090	D	ALICE NAOMI WILSON BURKE 902 PARKVIEW DR NEW IBERIA	LA	70560
14687	0.00163615	D	ROY HOGAN 2408 MARIKA CIRCLE WICHITA FALLS	TX	76308
15218	0.22490036	W	KEITH GRAHAM P O BOX 5467 ABILENE	TX	79608-5467
15310	0.00013896	D	CSM INC P O BOX 830302 DALLAS	TX	75283-0302
15663	0.00460125	W	AKG OIL COMPANY 110 WILD BASIN RD #250 AUSTIN	TX	78746
15675	0.00719175	W	RALPH W OWENS 110 WILD BASIN RD #250 AUSTIN	TX	78746

LEASE NUMBER : 50246000
 LEASE NAME : JOHNSTON-GRAHAM
 LOCATION : BRAZOS

TX

OWNER NO.	INTEREST		CREDIT TO		
15867	0.00711457	0	D W GEORGE (ESTATE) 6101 S BROADWAY #570 TYLER	TX	75703
16209	0.00316161	0	BRUCE EDWARDS ENERGY CORPORATION 3517 N 6TH ABILENE	TX	79603-5642
16595	0.02250000	W	WES-TEX DRILLING COMPANY P O BOX 3739 ABILENE	TX	79604
16598	0.00437711	0	E C JOHNSTON, JR. P. O. BOX 1112 LONGVIEW	TX	75606
16966	0.00259050	W	ANDREW KUGLER, JR. 110 WILD BASIN RD #250 AUSTIN	TX	78746
17480	0.00264081	0	GORDON C. JOHNSTON P. O. BOX 1112 LONGVIEW	TX	75606
17483	0.00016680	0	L. B. MARTIN 211 CLUB DRIVE LONGVIEW	TX	75602
17487	0.00218863	0	JANE W JOHNSTON P. O. BOX 3447 LONGVIEW	TX	75606
17698	0.00073000	0	EDGAR S JOHNSTON TRUST JANE W JOHNSTON, TRUSTEE P. O. BOX 3447 LONGVIEW	TX	75606
17699	0.00073000	0	LAURA V JOHNSTON TRUST JANE W JOHNSTON, TRUSTEE P. O. BOX 3447 LONGVIEW	TX	75606
17700	0.00073000	0	JANET J DAY TRUST JANE W. JOHNSTON, TRUSTEE P O BOX 3447 LONGVIEW	TX	75606
18301	0.00234375	W	CATHEY COOK P O BOX 58 ABILENE	TX	79604
18303	0.01500000	W	SYDNEY E NIBLO P O BOX 58 ABILENE	TX	79604
18313	0.00375000	W	BOB BECKHAM P O BOX 739 ABILENE	TX	79604
18430	0.00005448	R	CARRABBA BROTHERS INC P O BOX 663 BRYAN	TX	77806
18702	0.00249999	W	JACQUELINE RAMSEY COX 1473 WOODLAND TR ABILENE	TX	79605
21047	0.07742800	W	DORMAN ANDERSON 700 OIL & GAS BLDG WICHITA FALLS	TX	76301

ASE NUMBER : 50246000
ASE NAME : JOHNSTON-GRAHAM
CATION : BRAZOS

TX

NER NO.	INTEREST		CREDIT TO		
22395	0.18750000	W	UNION PACIFIC RESOURCES COMPANY P O BOX 843169 DALLAS	TX	75284-3169
25886	0.00454880	W	VERMILLION BAY LAND COMPANY % PREMIER BANK, SHREVEPORT-BOSSIER P O BOX 253 SHREVEPORT	LA	71162-0253
29818	0.02062500	W	JAMES M ALEXANDER & CO P O BOX 58 ABILENE	TX	79604
29820	0.01500000	W	MIKE ALEXANDER P O BOX 58 ABILENE	TX	79604
29823	0.00187500	W	JOHN BECKHAM 3200 TEAM BANK BLDG FORT WORTH	TX	76102
29825	0.00750000	W	ROBERT W EAGLE P O BOX 3095 ABILENE	TX	79604
29826	0.00750000	W	H C ZACHRY P O BOX 1739 ABILENE	TX	79604
30446	0.00342570	D	ENEX RESOURCES CORP THREE KINGWOOD PL #200 300 ROCKMEAD DR KINGWOOD	TX	77339
32216	0.01038680	R	NANCY LLOYD ARTHUR 201 54TH ST VIRGINIA BEACH	VA	23451
32218	0.00549540	R	ANDREA JEAN BIRD RT 3 BOX 2085 BRYAN	TX	77802
32220	0.00429740	R	ELLIS H & ANDREA BIRD RT 3 BOX 2085 BRYAN	TX	77802
32221	0.00114320	R	DONALD N CONLEE RT 5 BOX 600 BRYAN	TX	77803
32222	0.00114320	R	DOUGLAS M CONLEE P O BOX 23219 WACO	TX	76702
32223	0.00114320	R	JESS D CONLEE P O BOX 473 BRYAN	TX	77806
32224	0.00379230	R	RAYMOND A & KATHERYN A DIETRIC P O BOX 3733 BRYAN	TX	77801
32225	0.00128790	R	RICHARD E & BILLIE BELL FERGUSON RT 3 BOX 2250 BRYAN	TX	77802
32226	0.00171480	R	REX & BARBARA J FORSTER 108 BIZZELL BRYAN	TX	77801
32227	0.03463990	R	MARY H GALLDWAY RT 1 BOX 2080 BRYAN	TX	77802

LEASE NUMBER : 50246000
 LEASE NAME : JOHNSTON-GRAHAM
 LOCATION : BRAZOS

TX

OWNER NO.	INTEREST		CREDIT TO		
32228	0.00214360	R	WILLIAM ROBERT & DORIS M KLEMM RT 3 BOX 2055 BRYAN	TX	77802
32232	0.00042880	R	VLB A/C WILLIAM R KLEMM #455-082206-0 1700 N CONGRESS AUSTIN	TX	78701
32233	0.00085760	R	BRYANT H & BETTY J KRENEK P O BOX 1171 BRYAN	TX	77801
32234	0.01038680	R	BOLIVAR JOSEPH LLOYD 116 NOTTINGHAM DR COLONIAL HGTS	VA	23834
32235	0.01038680	R	DOROTHY M LLOYD 21152 HAYSHIRE CT ASHBURN	VA	22011
32236	0.00093440	R	NEALY JANE MADDOX RT 7 BOX 1425 BRYAN	TX	77802
32237	0.00128790	R	ELSIE T MATHIS ADDRESS UNKNOWN		
32238	0.00428710	R	FLORENCE J & EDWARD D RANDORFF ESTATE RT 3 BOX 2100 BRYAN	TX	77802
32239	0.00579830	R	J E ROBERTS 2501 CROSS TIMBERS DR COLLEGE STATION	TX	77840
32240	0.00227801	R	HIGHLAND INTEREST INC ADDRESS UNKNOWN		
32241	0.00346552	R	DAVIS S & MARK J CARRABBA BOX 663 BRYAN	TX	77806
32242	0.01159660	R	JAMES E ROBERTS JR 840 S ROSEMARY DR BRYAN	TX	77802
32243	0.00042140	R	JANE A & MALCOLM R SANDLIN TRUST NCSB TX NATL BK, TRUSTEE 1201 MAIN ST DALLAS	TX	75283-0302
32244	0.00151340	R	VARENA BALFOUR SEALE 1013 CREEKWOOD ST LONGVIEW	TX	75602
32245	0.00257230	R	LEON A SEVCIK JR & MARDELL G SEVCIK RT 3 BOX 2015 BRYAN	TX	77802
32246	0.00331422	R	FRANK & GLADYS SHIRLEY 1304 FINFEATHER RD BRYAN	TX	77803
32248	0.00810302	R	LEWIS SHIRLEY JR & AUDY SHIRLEY RT 3 BOX 2070 BRYAN	TX	77802
32249	0.00331422	R	PERRY WM & DELORES SHIRLEY 402 OLIVE BRYAN	TX	77801

ASE NUMBER : 50246000
 ASE NAME : JOHNSTON-GRAHAM
 CATION : BRAZOS

TX

NER NO.	INTEREST		CREDIT TO		
32250	0.00039620	R	EULA MAE J THOMAS 3822 PLAINSMAN LN BRYAN	TX	77801
32251	0.00118840	R	ROBERT VERRI JR & SAM VERRI 3025 PLATEAU DR SALT LAKE CITY	UT	84109
32252	0.00429320	0	NOEL KEVIN ANDERSON 4411 CASTON WICHITA FALLS	TX	76302
32253	0.00429320	0	TERRY NILS ANDERSON 2413 MARIKA CR WICHITA FALLS	TX	76308
32255	0.00091350	0	CELESTE M CARSON ESTATE JUDY CARSON JORDAN, EXEC 3201 S 23RD #114 ABILENE	TX	79605
32256	0.00039140	0	EWELL CASON 1020 OIL & GAS BLDG WICHITA FALLS	TX	76302
32257	0.00040220	0	ALICE ANN M COLLIER 45 W TOWNHOUSE LN GRAND PRAIRIE	TX	75051
32258	0.00091330	0	ELDON DAVES 1020 OIL & GAS BLDG WICHITA FALLS	TX	76301
32259	0.00130480	0	ORION DANIEL JR 2120 BUCKNELL AVE CHARLOTTE	NC	28207
32260	0.00026090	0	RUTH ELINOR P O BOX 12364 DALLAS	TX	75225
32261	0.00021030	0	MARTHA A FIELDER 2615 VISTA DEL ARROYO SAN ANGELO	TX	76904
32265	0.00039140	0	JANE HAMILTON 1030 WICHITA TOWER WICHITA FALLS	TX	76301
32289	0.00007810	0	DONALD L HORTON 2710 N SURREY DR CARROLLTON	TX	75006
32293	0.00038580	0	JAR TIMBER CORPORATION 500 CRESCENT CT #27 DALLAS	TX	75201
32296	0.00039140	0	OLA LEE JONES 2014 BROOK HOLLOW DR ABILENE	TX	79605
32297	0.00040240	0	SUSAN L MCRAE KANARY BOX 15 COOKSON	OK	74427
32298	0.00041045	0	VIDA M KREKLOW TESTAMENTARY TRUST JUDY CARSON JORDAN, TRUSTEE SONORA RT CHRISTOVAL	TX	76935

LEASE NUMBER : 50246000
LEASE NAME : JOHNSTON-GRAHAM
LOCATION : BRAZOS TX

OWNER NO.	INTEREST	CREDIT TO		
32299	0.00040220 0	ELIZABETH MCRAE LEWIS 5438 LONG BOAT CR FAIRFAX	VA	22032
32302	0.00023440 0	JOHN A LIDDLE 3126 S WILLIS ABILENE	TX	79605
32307	0.00021030 0	LA NELLE MANUEL 2606 W AVE N SAN ANGELO	TX	79604
32308	0.00005140 0	BILLY E MAXWELL 3128 AMHERST AVE DALLAS	TX	75225-7703
32309	0.00274000 0	E W MCRAE ESTATE WICHITA TOWER BLDG #1020 WICHITA FALLS	TX	76301
32310	0.00104380 0	FRANCES W MCRAE % MCCREA & ASSOCIATES 1020 WICHITA TOWER WICHITA FALLS	TX	76301
32311	0.00130480 0	MCRAE TRUST EWELL CASON, TRUSTEE 1020 OIL & GAS BLDG WICHITA FALLS	TX	76301
32312	0.00130480 0	MILBURN NUTT ADDRESS UNKNOWN		
32313	0.00048000 0	MERIT ENERGY PARTNERS II, LTD 12221 MERIT DR #1040 DALLAS	TX	75251
32333	0.00038580 0	RICHARD S RANKIN 816 FIRST CITY BK TOWER CORPUS CHRISTI	TX	78477
32334	0.00169620 0	ROBERT S SCHEURER P O BOX 539 WICHITA FALLS	TX	76307
32335	0.00065240 0	S M SCHEURER P O BOX 1416 WICHITA FALLS	TX	76307
32372	0.00065240 0	JANICE JOY SPRINGER 4953 GREENSLOPE ABILENE	TX	79606
32400	0.00017390 0	DERRICK STONE WILSON 2014 BROOK HOLLOW DR ABILENE	TX	79605
32425	0.00017400 0	JOSEPH CARLETON WILSON 2014 BROOK HOLLOW DR ABILENE	TX	79605
32426	0.00026090 0	JUDY JONES WILSON 2014 BROOK HOLLOW DR ABILENE	TX	79605
32428	0.00017400 0	WESTLEY J WILSON 2014 BROOKHOLLOW DR ABILENE	TX	79605
32429	0.00005140 0	JOHN B WOOLSTON 1741 SHADY LN COLUMBIA	SC	29206

ASE NUMBER : 50246000
 ASE NAME : JOHNSTON-GRAHAM
 CATION : BRAZOS

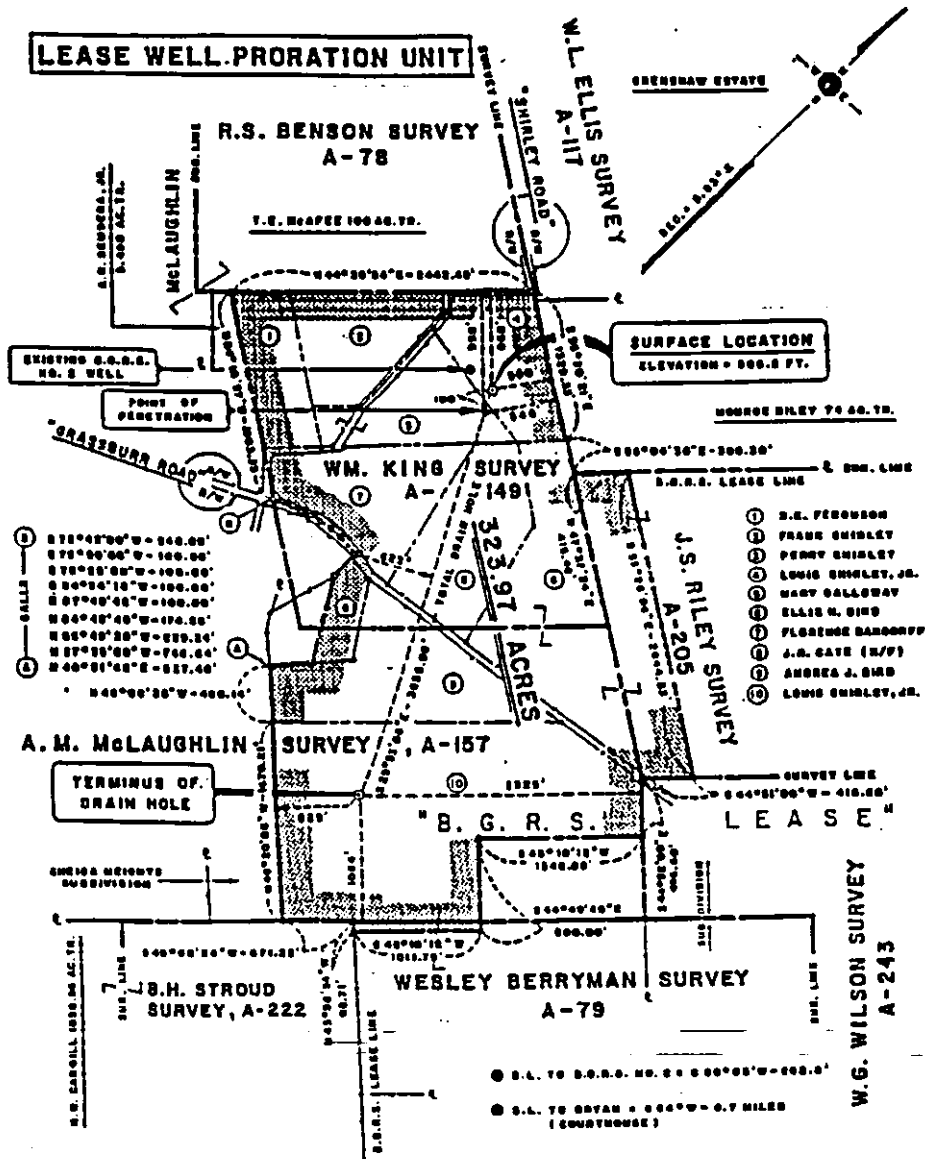
TX

NER NO.	INTEREST		CREDIT TO		
32430	0.00078280	0	E ALLEN WRIGHT JR 1929 RIVER DAKS ABILENE	TX	79604
32431	0.00088952	0	MARGARET GAYLE HARVEY 2014 CLARINDA WICHITA FALLS	TX	76308
32432	0.00088952	0	KATHY GLENNA JACKSON P O BOX 7317 LONGVIEW	TX	75607-7317
32433	0.00088952	0	EDGAR S JOHNSTON P O BOX 3447 LONGVIEW	TX	75606
32436	0.00216161	0	GARY K EDWARDS 3517 N 6TH ST ABILENE	TX	79603-5642
32437	0.00088952	0	DECIA ANN BROOKSHIRE # 3 NEW FOREST LONGVIEW	TX	75601
32438	0.00088952	0	BLANCIE MARIE BRUYERE 1212 YATES DR LONGVIEW	TX	75601
32439	0.00088952	0	JANET D DAY 1115 YATES DR LONGVIEW	TX	75601
32444	0.00088952	0	KENT MCHANEY JOHNSTON 3410 FAWN CREEK KINGWOOD	TX	77339
32447	0.00088952	0	LAURA V JOHNSTON P O BOX 3447 LONGVIEW	TX	75606
32448	0.00069127	0	DEBRA ANN JORDAN 808 PETROLEUM BLDG WICHITA FALLS	TX	76301
32449	0.00088952	0	MARY ELAINE KAUFFMAN 2006 WARWICK CIRCLE W LONGVIEW	TX	75601
32450	0.00088952	0	ELIZABETH C YLITALO RT 9 BOX 197 LONGVIEW	TX	75601
36542	0.00259050	w	JESSE R PHARIS 1461 RICHLAND DR ABILENE	TX	79603
37745	0.00259050	w	WARREN ROACH P O BOX 3674 ABILENE	TX	79604
38204	0.00008680	0	HI-LO HOLDINGS LTD #1550 340 - 12TH AVE SW CALGARY CANADA	ALBERTA	T2R-1L5
49321	0.00008680	0	BELLFORT OIL & GAS INC 1700 717-7TH AVE SW CALGARY CANADA	ALBERTA	T2P 0Z3

LEASE NUMBER : 50246000
LEASE NAME : JOHNSTON-GRAHAM
LOCATION : BRAZOS

TX

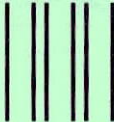
OWNER NO.	INTEREST	CREDIT TO		
53582	0.04789607	W	JAMES M ALEXANDER P O BOX 58 ABILENE	TX 79604
56082	0.00088952	D	MILDRED MCHANEY JOHNSTON BOX 1112 LONGVIEW	TX 75606
79551	0.03750000	W	KEITH D GRAHAM JR 110 WILD BASIN RD #250 AUSTIN	TX 78746
79552	0.00187500	W	JEFFREY L GORDON 105 BLANCO SAN MARCOS	TX 78666
79554	0.00187500	W	DON REESE P O BOX 3501 ABILENE	TX 79604
79556	0.00518100	W	DON K SHEPHERD 110 WILD BASIN RD #250 AUSTIN	TX 78746
79558	0.00259050	W	HENRY S WHEELER P O BOX 564 WINTERS	TX 79567
	1.00000000			



(19) m- ~~80~~ 8013
Division order

5.50.03

UNITED STATES POSTAL SERVICE



Official Business

RECEIVED
97 MAR 10 PM 3:43
ENERGY RESOURCES

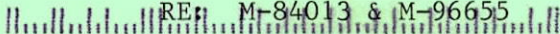
PENALTY FOR PRIVATE
USE, \$300

Print your name, address and ZIP Code here

GENERAL LAND OFFICE
STEPHEN F. AUSTIN BUILDING
1700 NORTH CONGRESS AVENUE
AUSTIN, TEXAS 78701
TAX I. D. # [REDACTED]

ATTN: ROBIN OLSON

RE: M-84013 & M-96655



SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

MS AMANDA STEVENS
 CODY ENERGY
 7555 E HAMPDEN AVE STE 600
 DENVER CO 80231

4a. Article Number

P 795 977 999

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery**5. Signature (Addressee)****8. Addressee's Address (Only if requested and fee is paid)****6. Signature (Agent)**

Kathleen K. Naray



M-84013

REVISED
OMNI PETROLEUM CORPORATION
"JOHNSTON-GRAHAM NO. 1"
323.97 ACRE UNIT
KING, McLAUGHLIN, BERRYMAN & RILEY SURVEYS
BRAZOS COUNTY, TEXAS

Field notes of a 323.97 acre oil/gas well proration unit lying and being situated partly in the WILLIAM KING SURVEY, Abstract No. 149, partly in the ARCH. M. McLAUGHLIN SURVEY, Abstract No. 157, partly in the WESLEY BERRYMAN SURVEY, Abstract No. 79 and partly in the J.S. RILEY SURVEY, Abstract No. 205 all of Brazos County, Texas and being the most westerly one-third of the "B.G.R.S. Lease" and being composed of all or parts of the following ten parcels:

- 1) all of the Richard E. Ferguson, et al (called) 15.02 acre tract,
 - 2) all of the Frank Shirley (called) 21.12 acre tract,
 - 3) all of the Perry Shirley (called) 21.12 acre tract,
 - 4) all of the Lewis Shirley, Jr. (called) 20.11 acre tract,
 - 5) part of the Mary Galloway (called) 242 acre tract,
 - 6) all of the Ellis H. Bird (called) 25.06 acre tract,
 - 7) all of the Florence Randorff (called) 25.00 acre tract,
 - 8) all of the (now or formerly) James R. Cate (called) 5.449 acre tract,
 - 9) all of the Andrea Jean Bird (called) 32.046 acre tract and,
 - 10) part of the Lewis Shirley, Jr. 192.289 acre tract
- and as said unit is now located on the ground being more particularly described as follows:

BEGINNING at a 5/8" iron rod, found beside a 7" creosote post fence corner, marking the common corner between the beforementioned Ferguson 15.02 acre tract and the Alton R. Sembera, Jr. 9.490 acre tract in the southeast line of the T.E. McAfee 100 acre tract, said point being at or near the west corner of the beforementioned King Survey;

THENCE N. 44-36-54 E. along the line between the King Survey and the R.S. Benson Survey, A-78, same being the southeast line of the McAfee tract (at 483.25 feet pass the north corner of the Ferguson parcel) (at approximately 1764.3 feet pass the north corner of the beforementioned Frank Shirley tract) for a total distance of 2442.49 feet to a calculated point in a turn of "Shirley Road" marking the intersection of said survey line with the southwest line of the W.L. Ellis Survey, A-117, same being the north corner of the beforementioned Lewis Shirley, Jr. 20.11 acre tract, for corner;

THENCE S. 55-20-21 E. along the line between the King Survey and the Ellis Survey, same being the northeast line of said 20.11 acre tract (at 20.25 feet pass a 1/2" iron rod found in the R.O.W fence) (at 88.8 feet pass a cross-tie marking the west corner of the adjoining Monroe Riley 74 acre tract) for a total distance of 1329.33 feet to a petrified rock marking the common corner between the Shirley 20.11 acre tract and the beforementioned Mary Galloway 242 acre tract, for an angle point,

THENCE S. 56-04-30 E. continuing approximately along the line between the King and Ellis Surveys for a distance of 306.30 feet to a cross-tie fence corner marking the south corner of both the Riley 74 acre tract and the Ellis Survey and further marking an ell corner of the Galloway tract and the west corner of the J.S. Riley Survey, A-205, for an off-set corner;

THENCE N. 47-37-24 E. along the line between the Ellis and Riley Surveys, same being the line between the Galloway tract and Monroe Riley 74 acre tract, for a distance of 415.48 feet to a calculated point, for second off-set corner;

THENCE S. 55-28-06 E. across said Galloway tract and Riley Survey for a distance of 2644.83 feet to another calculated point, for corner;

THENCE S. 44-51-00 W. along the line between said Riley Survey and the W.G. Wilson Survey, A-243 (at 346.75 feet pass a 1/2" iron rod found in the north R.O.W. fence of "Grassburr Road") for a total distance of 416.60 feet to a calculated point in road, for ell corner;

THENCE S. 44-52-09 E. along the line between the before-mentioned McLaughlin Survey and Wilson Survey (at 21.88 feet pass a 3/4" iron rod marking a northerly reference corner of the Lewis Shirley, Jr. 192.289 acre tract) for a total distance of 466.60 feet to a calculated point, for ell corner;

THENCE across said Shirley 192.289 acre parcel for the following three calls:

- 1) S. 45-10-12 W. for a distance of 1342.09 feet to a calculated point, for off-set corner,
- 2) S. 44-49-48 E. for a distance of 800.00 feet to a calculated point, for second off-set corner,
- 3) S. 45-10-12 W. for a distance of 1011.75 feet to a calculated point, for third off-set corner;

THENCE N. 45-56-54 W. along a fence marking the line between said Shirley tract and the Howard W. Cargill 1056.96 acre tract for a distance of 86.71 feet to a 3/4" iron rod, found beside a cross-tie marking an ell corner of the Shirley tract and the north corner of the Cargill tract, said rod being at or near the common corner between the Berryman Survey and the B.H. Stroud Survey, A-222 in a southeast line of the McLaughlin Survey, for the second off-set corner;

THENCE S. 45-58-24 W. along a fence, running approximately with the line between the McLaughlin and Stroud Surveys, marking the line between the Shirley and Cargill tracts for a distance of 571.25 feet to a 5/8" iron rod found beside a cross-tie fence corner marking the east corner of Lot No. 18 of "Sheiga Heights Subdivision", for corner;

THENCE N. 46-20-06 W. along the line between said subdivision and the Shirley 192.289 acre tract for a distance of 1670.21 feet to a 5/8" iron rod found at the base of a 12" Post Oak fence corner marking the west corner of the Shirley tract, for an angle point;

THENCE N. 46-08-30 W. continuing along the northeast line of said subdivision, now in common with the beforementioned Andrea J. Bird 32.046 acre tract for a distance of 498.14 feet to a 5/8" iron rod found at the base of a 30" Post Oak fence corner, for ell corner;

THENCE N. 40-51-42 E. along the line between said Bird tract and the Margarita Moncibaiz 5.149 acre tract for a distance of 327.40 feet to a 1/2" iron rod found beside a cross-tie fence corner, for ell corner;

THENCE N. 27-35-00 W. along a fence marking the line between said Moncibaiz tract and the beforementioned (now or formerly) James R. Cate 5.449 acre tract for a distance of 766.64 feet to a 1/2" iron rod found marking the north corner of Moncibaiz and an angle point in Cate's west line, for an angle point;

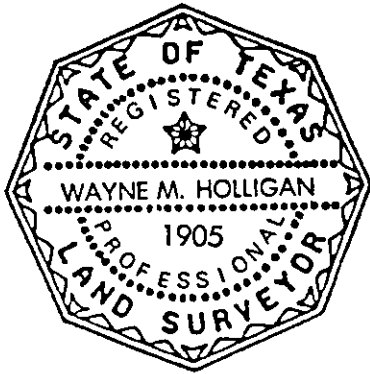
THENCE N. 06-49-30 W. continuing along the west line of Cate for a distance of 229.24 feet to a point in the center of the pavement of "Grassburr Road", for corner, a 1/2" iron rod found S. 06-49-30 E. a distance of 29.04 feet for reference;

THENCE up the center of the pavement of "Grassburr Road" (a county road) with its meanders, the general course described by the following six calls:

- 1) N. 84-45-48 W. for a distance of 174.88 feet,
- 2) N. 87-40-42 W. for a distance of 100.00 feet,
- 3) S. 84-34-18 W. for a distance of 100.00 feet,
- 4) S. 79-25-00 W. for a distance of 100.00 feet,
- 5) S. 75-00-00 W. for a distance of 100.00 feet,
- 6) S. 72-42-00 W. for a distance of 248.00 feet to the point of intersection with the southwest line of the beforementioned William King Survey, lying in the road intersection with the beforementioned "Shirley Road", for corner;

THENCE N. 54-19-57 W. along the line between said King Survey and the beforementioned McLaughlin Survey (at 430.10 feet pass a 5/8" iron rod found marking the south corner of the beforementioned Ferguson 15.02 acre tract) for a total distance of 1803.35 feet to the PLACE OF BEGINNING, containing 323.97 acres of land, more or less.

Surveyed October, 1991 &
Revised January, 1992;



A handwritten signature in black ink, appearing to read "Wayne M. Holligan", with a long horizontal line extending to the right from the end of the signature.

By: Wayne M. Holligan R.P.L.S. No. 1905

OMNI PETROLEUM CORPORATION
OIL, GAS AND/OR GAS PRODUCTS DIVISION ORDER
JOHNSTON-GRAHAM NO. 1 - BRAZOS COUNTY, TEXAS

DATE: February 18, 1992
EFFECTIVE: First Runs

TO: Omni Petroleum Corporation
110 Wild Basin Road, Suite 250
Austin, Texas 78746

The undersigned, and each of us, certify and guarantee that we are the legal owners of and hereby warrant title to our respective interest as set out below in the proceeds derived from the sale of oil, gas and/or gas products from all wells on the Johnston-Graham No. 1 Well, located in Brazos County, Texas, more particularly described as follows:

INSOFAR AND ONLY INSOFAR AS TO THE AUSTIN-CHALK FORMATION, 323.97 acres, more or less, being described by metes and bounds as per the attached Exhibit "A".

CREDIT TO	DIVISION OF INTEREST	
<u>ROYALTY INTERESTS:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Nancy Lloyd Arthur P. O. Box 750 Virginia Beach, Virginia 23451-0750	.01038680	.01038680
Andrea Jean Bird Route 3, Box 2085 Bryan, Texas 77802	.00549540	.00549540
Ellis H. Bird, Andrea Bird, and Farm & Home Savings, Austin, Texas Route 3, Box 2085 Bryan, Texas 77802	.00429740	.00429740
Commission General Land Office State of Texas Minerals Section 1700 N. Congress Austin, Texas 78701	.00189450	.00189450
Donald N. Conlee Route 4, Box 600 Bryan, Texas 77803	.00114320	.00114320
Douglas M. Conlee P. O. Box 23219 Waco, Texas 76702	.00114320	.00114320
Jess D. Conlee P. O. Box 473 Bryan, Texas 77806	.00114320	.00114320
Raymond A. Dietric and Katheryn A. Dietric P. O. Box 3733 Bryan, Texas 77801	.00079230	.00079230
Richard E. Ferguson and Billie Dell Ferguson Route 3, Box 2250 Bryan, Texas 77802	.00128790	.00128790
Rex Forster and Barbara J. Forster 108 Bizzell Bryan, Texas 77801	.001106116	.001106116
Rex Forster and Barbara J. Forster, First Federal Savings & Loan - Bryan, Texas 108 Bizzell Bryan, Texas 77801	.000608684	.000608684
Mary M. Galloway Route 3, Box 2080 Bryan, Texas 77802	.03463990	.03463990

CREDIT TO	DIVISION OF INTEREST	
<u>ROYALTY INTERESTS:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Veterans Land Board - A/C William R. Klemm Account 455-082206-0 1700 N. Congress Austin, Texas 78701	.00042880	.00042880
William Robert Klemm and Doris M. Klemm Route 3, Box 2055 Bryan, Texas 77802	.00042880	.00042880
William Robert Klemm and Doris M. Klemm, and Farm Home Savings of Vernon, Missouri Route 3, Box 2055 Bryan, Texas 77802	.00171480	.00171480
Bryant H. Krenek and Betty J. Krenek P. O. Box 1171 Bryan, Texas 77801	.00085760	.00085760
Bolivar Joseph Lloyd 116 Nottingham Dr. Colonial Heights, Virginia 23834	.01038680	.01038680
Sally Lloyd Hutchison, Individually and as Co-Executrix of the will of Dorothy M. Lloyd 21152 Hayshire Court Ashburn, Virginia 22011	.00519340	.00519340
Roger M. Lloyd, Jr., Individually and as Co-Executor of the will of Dorothy M. Lloyd P. O. Box 50102 Jacksonville Beach, Florida 32240	.00519340	.00519340
Nealy Jane Maddox P. O. Box 2098 Grand Cayman Islands British West Indies	.00093440	.00093440
John Clifton Mathis and/or Elsie T. Mathis Address Unknown	.00128790	.00128790
Florence I. Randorff Route 3, Box 2100 Bryan, Texas 77802	.00428710	.00428710
J. E. Roberts 2501 Cross Timbers Dr. College Station, Texas 77840	.00579830	.00579830
Carrabba Brothers, Inc. P. O. Box 663 Bryan, Texas 77806	.00005448	.00005448
Highland Interest, Inc. P. O. Box 663 Bryan, Texas 77806	.00227801	.00227801
David S. Carrabba and Mark J. Carrabba P. O. Box 663 Bryan, Texas 77806	.00346552	.00346552
James E. Roberts, Jr. 840 S. Rosemary Dr. Bryan, Texas 77802	.01159660	.01159660
Jane A. Sandlin, Individually, and NCNB Texas National Bank, a Nat'l Banking Assoc., as Independent Executor and Trustee under the will of Malcolm B. Sandlin 1201 Main Street Dallas, Texas 75283-0302	.00042140	.00042140
Varena Balfour Seale 1013 Creekwood St. Longview, Texas 75602	.00151340	.00151340

CREDIT TO	DIVISION OF INTEREST	
	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
<u>ROYALTY INTERESTS:</u>		
Leon A. Sevcik, Jr. and Mardell G. Sevcik Route 3, Box 2015 Bryan, Texas 77802	.00257230	.00257230
Frank Shirley and Gladys Shirley 1304 Finfeather Rd. Bryan, Texas 77803	.00331422	.00331422
Lewis Shirley, Jr. and Rubye Shirley Route 3, Box 2070 Bryan, Texas 77802	.03278780	.03278780
Lewis Shirley, Jr. and Rubye Shirley (same as above)	.00331422	.00331422
Perry William Shirley and Delores Shirley 402 Olive Bryan, Texas 77801	.00331422	.00331422
Eula Mae J. Thomas 3822 Plainsman Lane Bryan, Texas 77801	.00039620	.00039620
Robert Verri, Jr. and Sam Verri P. O. Box 65434. Salt Lake City, Utah 84165	.00118840	.00118840
TOTAL ROYALTY	<u>.16666667</u>	<u>.16666667</u>
<u>OVERRIDING ROYALTY INTEREST:</u>		
Noel Kevin Anderson 4411 Caston Wichita Falls, Texas 76302	.00429320	.00429320
Terry Nils Anderson 2413 Marika Cr. Wichita Falls, Texas 76308	.00429320	.00429320
Bellport Oil & Gas, Inc. 1700 717 7th Ave., S.W. Calgary, Alberta, T2P 023 Canada	.00008680	.00008680
Alice Wilson Burke 902 Parkview New Iberia, Louisiana 70560	.00026090	.00026090
Judy Carson Jordan, Executrix of Estate of Celeste M. Carson 3201 South 23rd, #114 Abilene, Texas 79605	.00091350	.00091350
Ewell Cason 1020 Oil & Gas Bldg. Wichita Falls, Texas 76302	.00039140	.00039140
Alice Ann M. Collier 129 Hunter Cedar Hill, Texas 75104	.00040220	.00040220
Concord Oil Company 1500 Alamo Nat'l Bank Bldg. San Antonio, Texas 78205	.00114190	.00114190
Eldon Daves 1020 Oil & Gas Bldg. Wichita Falls, Texas 76301	.00091330	.00091330
Orion Daniel, Jr. 2120 Bucknell Ave. Charlotte, Texas 28207	.00130480	.00130480

CREDIT TO	DIVISION OF INTEREST	
<u>OVERRIDING ROYALTY INTEREST:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Ruth Elinor P. O. Box 12364 Dallas, Texas 75225	.00026090	.00026090
Enex Resources Corporation Attn: R. E. Densford Three Kingwood Place, Suite 200 Kingwood, Texas 77339	.00342570	.00342570
Martha A. Fielder 2615 Vista Del Arroyo San Angelo, Texas 76904	.00021030	.00021030
Jane Hamilton 1030 Wichita Tower Wichita Falls, Texas 76301	.00039140	.00039140
Hi Lo Holding Ltd. 2500 Bow Valley Square 2 205-5th Ave. S.W. Calgary, Alberta, T2P 2V7 Canada	.00008680	.00008680
Roy Hogan 2408 Marika Circle Wichita, Kansas 76308	.00104380	.00104380
Donald L. Horton 2710 N. Surrey Dr. Carrollton, Texas 75006	.00007810	.00007810
Jar Timber Corporation 500 Crescent Ct., Suite 270 Dallas, Texas 75201	.00038580	.00038580
Ola Lee Jones 2014 Brook Hollow Dr. Abilene, Texas 79605	.00039140	.00039140
Susan L. McRae Canary Box 15 Cookson, Oklahoma 74427	.00040240	.00040240
Judy Carson Jordan, Trustee under Will of Vida M. Kreklow, deceased Sonora Rt. Christoval, Texas 76935	.00041045	.00041045
Elizabeth McRae Lewis 15737 Erwin Ct. Bowie, Maryland 20716	.00040220	.00040220
John A. Liddle 3126 S. Willis Abilene, Texas 79605	.00023440	.00023440
La Nelle Manuel 2606 West Avenue N San Angelo, Texas 76904	.00021030	.00021030
Billy E. Maxwell 3128 Amherst Ave. Dallas, Texas 75225-7703	.00005140	.00005140
Estate of E. W. McRae, deceased Suite 1020, Wichita Tower Building Wichita Falls, Texas 76301	.00274000	.00274000
Frances W. McRae c/o McCrea & Associates 1020 Wichita Tower Wichita Falls, Texas 76301	.00104380	.00104380

CREDIT TO	DIVISION OF INTEREST	
<u>OVERRIDING ROYALTY INTEREST:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Ewell Cason, Trustee McRae Trust 1020 Oil & Gas Building Wichita Falls, Texas 76301	.00130480	.00130480
Milburn Nutt c/o McCrea & Associates 1020 Wichita Tower Wichita Falls, Texas 76301	.00130480	.00130480
Merit Energy Partners II, L.P. 12221 Merit Drive, Suite 1040 Dallas, Texas 75251	.00048000	.00048000
Richard S. Rankin 816 First City Bank Tower Corpus Christi, Texas 78477	.00038580	.00038580
Robert S. Scheurer P. O. Box 539 Wichita Falls, Texas 76307	.00169620	.00169620
James R. Sowell 500 Crescent Court, Suite 270 Dallas, Texas 75201	.00010280	.00010280
S. M. Scheurer P. O. Box 1416 Wichita Falls, Texas 76307	.00065240	.00065240
Janice Joy Springer 4953 Greenslope Abilene, Texas 79606	.00065240	.00065240
Derrick Stone Wilson 2014 Brook Hollow Dr. Abilene, Texas 79605	.00017390	.00017390
Joseph Carleton Wilson 2014 Brook Hollow Dr. Abilene, Texas 79605	.00017400	.00017400
Judy Jones Wilson 2014 Brook Hollow Dr. Abilene, Texas 79605	.00026090	.00026090
Patricia N. Wilson 5949 Sherry Lane, Suite 1720 Dallas, Texas 75225	.00078280	.00078280
Randolph E. Wilson 5949 Sherry Lane, Suite 1720 Dallas, Texas 75225	.00078280	.00078280
Wesley J. Wilson 9501 Rodney Parham, Suite 181 Little Rock, Arkansas 72207	.00017400	.00017400
Wnyant S. Wilson 2014 Brookhollow Dr. Abilene, Texas 79605	.00208770	.00208770
John B. Woolston 1741 Shady Lane Columbia, South Carolina 29206	.00005140	.00005140
E. Allen Wright, Jr. 1929 River Oaks Rd. Abilene, Texas 79605-4848	.00078280	.00078280
Total ORRI on Garrett & Merit opinions	.03761985	.03761985

CREDIT TO	DIVISION OF INTEREST	
<u>OVERRIDING ROYALTY INTEREST:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Janet J. Day, Trust P. O. Box 3447 Longview, Texas 75606	.00073000	.00073000
D. W. George Estate 6101 South Broadway, Suite 570 Tyler, Texas 75703	.00711457	.00711457
Margaret Gayle Harvey 2014 Clarinda Wichita Falls, Texas 76308	.00088952	.00088952
Roy Hogan 2408 Marika Circle Wichita Falls, Texas 76308	.00059235	.00059235
Kathy Glenna Jackson P. O. Box 7317 Longview, Texas 75607-7317	.00088952	.00088952
E. C. Johnston, Jr. P. O. Box 1112 Longview, Texas 75606	.00437711	.00437711
Edgar S. Johnston P. O. Box 3447 Longview, Texas 75606	.00088952	.00088952
Edgar S. Johnston, Trust P. O. Box 3447 Longview, Texas 75606	.00073000	.00073000
Gordon C. Johnston P.O. Box 1111 Longview, Texas 75606	.00264081	.00264081
Jane W. Johnston P. O. Box 3447 Longview, Texas 75606	.00218863	.00218863
Bruce Edwards 3517 North 6th Street Abilene, Texas 79603-5642	.00316161	.00316161
Gary K. Edwards 3517 North 6th Street Abilene, Texas 79603-5642	.00316161	.00316161
R. W. Kamprath 270 Sugerberry Circle Houston, Texas 77024	.00158080	.00158080
Mrs. Beverly Kamprath 641 Hide-A-Way Lane E. Lindale, Texas 75771	.00158080	.00158080
Decia Ann Brookshire #3 New Forest Longview, Texas 75601	.00088952	.00088952
Blancie Marie Bruyere 1212 Yates Drive Longview, Texas 75601	.00088952	.00088952
C.S.M., Inc. P. O. Box 830302 Dallas, Texas 75283-0302	.00013896	.00013896
Janet D. Day 1115 Yates Drive Longview, Texas 75601	.00088952	.00088952

CREDIT TO	DIVISION OF INTEREST	
	BEFORE PAYOUT	AFTER PAYOUT
<u>OVERRIDING ROYALTY INTEREST:</u>		
Kent McHaney Johnston 3410 Fawn Creek Kingwood, Texas 77339	.00088952	.00088952
Laura V. Johnston P. O. Box 3447 Longview, Texas 75606	.00088952	.00088952
Laura V. Johnston, Trust P. O. Box 3447 Longview, Texas 75606	.00073000	.00073000
Debra Ann Jordan 808 Petroleum Building Wichita Falls, Texas 76301	.00069127	.00069127
W. T. Jordan and Margorie Jane Jordan 808 Petroleum Building Wichita Falls, Texas 76301	.00069127	.00069127
Mary Elaine Kauffman 2006 Warwick Circle W. Longview, Texas 75601	.00088952	.00088952
L. B. Martin Route 5, Box 66A Longview, Texas 75601	.00016680	.00016680
Elizabeth C. Ylitalo P. O. Box 688 Longview, Texas 75606	.00088952	.00088952
Mildred M. Johnston 1406 LeDuke Longview, Texas 75601	.00088952	.00088952
Total Farmout ORRI	<u>.04006131</u>	<u>.04006131</u>
TOTAL OVERRIDING ROYALTY	.07483836	.07483836
<u>WORKING INTERESTS:</u>		
Omni Petroleum Corporation 110 Wild Basin Road, Suite 250 Austin, Texas 78746	-0-	.00259050
Union Pacific Resources Company P. O. Box 7 Fort Worth, Texas 76101-0007	.18750000	.18750000
Keith D. Graham P. O. Box 5467 Abilene, Texas 79608-5467	.22490036	.20209286
Dorman Anderson 700 Oil and Gas Building Wichita Falls, Texas 76301	.07742800	.07742800
Chevron U.S.A. P. O. Box 26366 Houston, Texas 72236	.00682420	.00682420
Jeffrey L. Gordon 105 Blanco San Marcos, Texas 78666	.00187500	.00446550
Keith D. Graham, Jr. 110 Wild Basin Road, Suite 250 Austin, Texas 78746	.03750000	.03412500

CREDIT TO

DIVISION OF INTEREST

<u>WORKING INTERESTS:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Kristie Graham 5543 North Espina Road Tucson, Arizona 85718	.03750000	.03412500
AKG Oil Company 110 Wild Basin Road, Suite 250 Austin, Texas 78746	.00460125	.00460125
Andrew Kugler, Jr. 110 Wild Basin Road, Suite 250 Austin, Texas 78746	.00259050	.00518100
Ralph W. Owens 110 Wild Basin Road, Suite 250 Austin, Texas 78746	.00719175	.00719175
Jesse R. Pharis 1461 Richland Abilene, Texas 79603	.00259050	.00518100
James W. Pringle 5504 Westview Rd. Austin, Texas 78749	-0-	.00259050
J. Don Reese P. O. Box 3501 Abilene, Texas 79604-3501	.00187500	.00446550
Warren D. Roach P. O. Box 3764 Abilene, Texas 79604-3764	.00259050	.00235725
Darla Ross P. O. Box 202136 Austin, Texas 78720	-0-	.00259050
Mary Sawyers P. O. Box 5467 Abilene, Texas 79608-5467	-0-	.00129525
Don K. Shepherd 110 Wild Basin Road, Suite 250 Austin, Texas 78746	.00518100	.00777150
Jan Simmons 110 Wild Basin Road, Suite 250 Austin, Texas 78746	-0-	.00259050
Chris Vechan 1191 Misty Brook Dr. Austin, Texas 78727	-0-	.00259050
Vermilion Bay Land Company P. O. Box 52563 Lafayette, Louisiana 70505	.00454880	.00454880
Henry S. Wheeler P. O. Box 584 Winters, Texas 79567	.00259050	.00518100
James M. Alexander P. O. Box 58 Abilene, Texas 79604	.04789607	.04789607
James M. Alexander & Co. P. O. Box 58 Abilene, Texas 79604	.02062500	.02062500
Mike Alexander P. O. Box 58 Abilene, Texas 79604	.01500000	.01500000

CREDIT TO	DIVISION OF INTEREST	
<u>WORKING INTERESTS:</u>	<u>BEFORE PAYOUT</u>	<u>AFTER PAYOUT</u>
Bob Beckham P. O. Box 739 Abilene, Texas 79604	.00375000	.00375000
John Beckham 3200 Team Bank Building 500 Throckmorton Street Fort Worth, Texas 76102	.00187500	.00187500
Cathey Cook P. O. Box 58 Abilene, Texas 79604	.00234375	.00234375
Jackie R. Cox P. O. Box 3095 Abilene, Texas 79604	.00249999	.00249999
Robert W. Eagle P. O. Box 3095 Abilene, Texas 79604	.00750000	.00750000
Paul R. Galloway, Jr. P. O. Box 1627 Abilene, Texas 79604	.00187500	.00187500
Sydney E. Niblo P. O. Box 58 Abilene, Texas 79604	.01500000	.01500000
Wes-Tex Drilling Company P. O. Box 3739 Abilene, Texas 79604	.02250000	.02250000
H. C. Zachry P. O. Box 1739 Abilene, Texas 79604	.00750000	.00750000
Total Working Interest	.75565217	.75565217
TOTAL	1.00000000	1.00000000

NONCONSENT AFTER PAYOUT PENALTY INTEREST

CREDIT TO	DIVISION OF INTEREST
Great Western On Shore, Inc. 1111 Bagby Street, Suite 1700 Houston, Texas 77002-2595	.00272968
Blue Sky Oil & Gas 1200-800-5th Avenue Southwest Calgary, Alberta T2P 4A4, Canada	.00409452
W. C. Richardson c/o Janet S. Casciato, Trustee 5959 West Loop South, Suite 100 Bellaire, Texas 77401-2402	.00303280
John W. Jordan P. O. Box 9166 College Station, Texas 77842	.01129110
Keith D. Graham P. O. Box 5467 Abilene, Texas 79608-5467	.18094476

The parties hereto acknowledge that the before payout interests will be utilized for payment until such time as Operator determines that payout has occurred and upon said determination, the after payout interests will be utilized for payment.

Settlements for gas and/or gas products shall be based on the net proceeds at the wells, after deducting a fair and reasonable charge for compressing and making it merchantable and for transporting if the gas and/or gas products are sold off the property. Where gas and/or gas products are sold subject to regulation by the Federal Power Commission or other governmental authority, the price applicable to such sale approved by order of such authority shall be used to determine the net proceeds at the wells. It is understood and agreed that this covenant as to gas and/or gas products shall be binding on the undersigned, their successors, legal representatives and assigns.

This division order shall be effective as of the date of first runs unless shown otherwise, and until further written notice, you are hereby authorized to give credit and make payment as set forth above, for all proceeds derived from the sale of oil, gas and/or gas products from said property subject to the conditions, covenants and directions following:

1. Payments are to be made by checks of OMNI PETROLEUM CORPORATION, its successors or assigns, to be delivered or mailed to the parties hereto entitled at the addresses set out below. The undersigned authorize OMNI PETROLEUM CORPORATION to withhold from the proceeds of any oil, gas and/or gas products referred to herein the amount of any tax placed thereon, or on production thereof, by any governmental authority, and to pay the same in our behalf.

2. Payments are to be made monthly by your check or draft mailed to the respective persons interested, to the addresses given herein; provided, however, that OMNI PETROLEUM CORPORATION may, at its option, hold without interest and remit annually for the aggregate of twelve months accumulation of monthly accruals of amounts of less than TEN DOLLARS (\$10.00).

3. In the event dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil, gas and/or gas products produced therefrom, you will be furnished satisfactory abstracts or other evidence of title upon demand. Until such evidence of title has been furnished and/or such dispute, defect or question of title is corrected or removed to the satisfaction of OMNI PETROLEUM CORPORATION or until indemnity satisfactory to OMNI PETROLEUM CORPORATION has been furnished, OMNI PETROLEUM CORPORATION is authorized to withhold the proceeds of such oil, gas and/or gas products runs, without interest. In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the land above described, or the oil, gas and/or gas products produced therefrom, to which the undersigned is a party, written notice of the filing of such suit or action shall be immediately furnished to OMNI PETROLEUM CORPORATION by the undersigned, stating the court in which the same is filed and the title of such suit or action. OMNI PETROLEUM CORPORATION will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Where OMNI PETROLEUM CORPORATION pursuant to the provisions hereof, withholds payment, or any part thereof, each undersigned party from whom payment is withheld severally agrees to indemnify and hold OMNI PETROLEUM CORPORATION harmless from all liabilities for any tax, together with all interest and penalties incident thereto, imposed or assessed against, or paid by it on account of, the sum or sums so withheld from payment to said party, and severally agree that OMNI PETROLEUM CORPORATION may deduct all such taxes, interest and penalties so paid by it from any sums owing by it to said party.

4. The undersigned severally agree to notify OMNI PETROLEUM CORPORATION of any change of ownership, and no transfer of interest shall be binding upon OMNI PETROLEUM CORPORATION until transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished to OMNI PETROLEUM CORPORATION. Transfer of interest shall be made effective on the first day of the calendar month in which notice is received by OMNI PETROLEUM CORPORATION. OMNI PETROLEUM CORPORATION is hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall or should revert to or be owned by other parties as a result of the completion of discharge of money or other payments from said interest, and the signers hereof whose interest is effected by such money or other payment, if any, agree to give OMNI PETROLEUM CORPORATION notice in writing by registered letter addressed to OMNI PETROLEUM CORPORATION, 110 WILD BASIN ROAD, SUITE 250, AUSTIN, TEXAS 78746, when any such money or other payment have been completed or discharged or when any other division of interest than that set forth above shall, for any reason, become effective and to furnish transfer orders accordingly, and that in the event such notice shall not be received, OMNI PETROLEUM CORPORATION shall be held harmless in the event of, and is hereby released from any and all damages or loss which might arise out of any overpayment.

5. This division order shall become valid and binding on each and every owner above named as soon as signed by such owner, regardless of whether or not all of the above named owners have so signed.

6. Owner hereby agrees to indemnify and save OMNI PETROLEUM CORPORATION harmless for the payment of any overcharges or refunds ordered or made by any federal, state or local governmental agency, body, board or court for or from the sale of gas, oil, condensate or any product produced or extracted. OMNI PETROLEUM CORPORATION, or purchaser, is hereby authorized to withhold payment of any proceeds hereunder to the extent of any such refund ordered, and pay such amount over in accordance with such order, or reimburse the party paying such amounts.

ATTEST/AND OR
WITNESS TO SIGNATURES:

OWNERS SIGN BELOW

ADDRESS: _____

SOCIAL SECURITY NUMBER AND/OR TAX
IDENTIFICATION NUMBER:

ATTEST/AND OR
WITNESS TO SIGNATURES:

OWNERS SIGN BELOW

ADDRESS: _____

SOCIAL SECURITY NUMBER AND/OR TAX
IDENTIFICATION NUMBER:

LEASE WELL PRORATION UNIT

CRENSHAW ESTATE

R.S. BENSON SURVEY A-78

W.L. ELLIS SURVEY A-117

T.E. McAFEE 100 AC. TR.

SURFACE LOCATION
ELEVATION = 308.5 FT.

MONROE RILEY 74 AC. TR.

WM. KING SURVEY A-149

B.G.R.S. LEASE LINE

- ① R.E. FERGUSON
- ② FRANK SHIRLEY
- ③ PERRY SHIRLEY
- ④ LOUIS SHIRLEY, JR.
- ⑤ MARY GALLOWAY
- ⑥ ELLIS H. BIRD
- ⑦ FLORENCE RANDORFF
- ⑧ J.R. CATE (N/F)
- ⑨ ANDREA J. BIRD
- ⑩ LOUIS SHIRLEY, JR.

J.S. RILEY SURVEY A-205

323.97 ACRES

EXISTING B.O.R.S. NO. 2 WELL

POINT OF PENETRATION

GRASSBURR ROAD R/W

- S 72°42'00"W - 248.00'
- S 75°00'00"W - 100.00'
- S 78°28'00"W - 100.00'
- S 84°34'18"W - 100.00'
- N 87°40'42"W - 100.00'
- N 84°45'48"W - 174.88'
- N 06°49'30"W - 229.24'
- N 27°35'00"W - 788.64'
- N 40°51'42"E - 327.40'

N 46°08'30"W - 498.14'

A.M. McLAUGHLIN SURVEY A-157

TERMINUS OF DRAIN HOLE

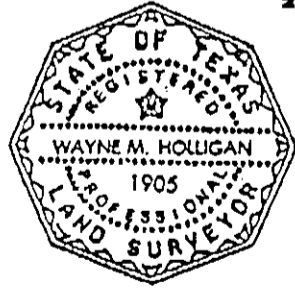
SHEIGA HEIGHTS SUBDIVISION

"B.G.R.S. LEASE"

WESLEY BERRYMAN SURVEY A-79

W.G. WILSON SURVEY A-243

M.W. CARGILL 1036.96 AC. TR.



SURVEYED BY:
REVISED 01-17-82

Wayne M. Holligan
WAYNE M. HOLLIGAN
R.P.L.S. NO. 1905

- S.L. TO B.O.R.S. NO. 2 = S 88°03'W - 262.6'
- S.L. TO BRYAN = S 64°W - 8.7 MILES (COURTHOUSE)

WELL LOCATION PLAT

REVISED
OMNI PETROLEUM CORPORATION
JOHNSTON-GRAHAM NO. 1
KING, McLAUGHLIN, BERRYMAN & RILEY SURVEYS
BRAZOS COUNTY, TEXAS

DATE: OCT. 15, 1991 SCALE: 1" = 1000 FT. SH. | OF |
JOB NO. 91-954 DRAWN BY: W.M.H.

HORATIO CHRISMAN COMPANY
LAND SURVEYORS - DALLAS, TEXAS

1912. m-84013
Received Omni Petro. Co.
6-15-92

07285



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

Certified Mail No. P 795 977 999
Return Receipt Requested

February 25, 1997

Ms. Amanda Stevens
Cody Energy
7555 E. Hampden Avenue
Suite 600
Denver, CO 80231

RE: Annual Production Reporting and/or Royalty Payments on State Leases M-84013, M-96655,

Dear Ms. Stevens,

The General Land Office has received and approved your Certification Requests for annual royalty reporting and/or royalty payments on the subject leases as indicated below. Copies of your request forms (GLO-8) with the assigned certification numbers are enclosed. Please be sure to attach a copy of these forms to all annual royalty reports and/or annual royalty payments filed with this office. The annual reports and/or payments will be considered delinquent without this information.

ANNUAL REPORTING APPROVED FOR :	OIL	X	GAS	X
ANNUAL PAYING APPROVED FOR :	OIL	X	GAS	X

If you have any questions, please contact me at (512) 475-1538.

Sincerely,

Robin Olson
Royalty Management/Energy Resources

Enclosures

**ANNUAL ROYALTY REPORTING/PAYMENT
CERTIFICATION REQUEST GLO-8**

APPLICANT'S NAME Cody Energy, Inc.
 APPLICANT'S TAX ID [REDACTED]
 REPORTER'S NAME Cody Energy, Inc.
 REPORTER'S TAX ID [REDACTED]
 PAYOR'S NAME Cody Energy, Inc.
 PAYOR'S TAX ID [REDACTED]

REPORTS ON OIL 100 % COND % GAS 100 %
 PAYS ON OIL 100 % COND % GAS 100 %

STATE LEASE NO M-84013
 *LEASE NAME Kurten Woodbine
 *FIELD NAME Kurten Woodbine
 *RRC DIST NO 17353
 *COUNTY NAME Brazos

* OIL		* GAS	
DIST	LEASE #	DIST	WELL ID #
03	- 17583		

CERTIFICATION
NUMBER

APPROVED/DISAPPROVED
(circle one)

*OPTIONAL FOR PAYORS ONLY
MANDATORY FOR REPORTERS

CERTIFICATION NO
84013AROG-POG
[Signature]
 (APPROVED BY)
2/25/97
 (DATE)

**ANNUAL ROYALTY REPORTING/PAYMENT
CERTIFICATION REQUEST GLO-8**

APPLICANT'S NAME Cody Energy, Inc.

APPLICANT'S TAX ID [REDACTED]

REPORTER'S NAME Cody Energy, Inc.

REPORTER'S TAX ID [REDACTED]

PAYOR'S NAME Cody Energy, Inc.

PAYOR'S TAX ID [REDACTED]

REPORTS ON OIL 100 % COND % GAS 100 %

PAYS ON OIL 100 % COND % GAS 100 %

STATE LEASE NO M-96655

*LEASE NAME Feather Crest Farms

*FIELD NAME Kurten (Austin Chalk)

*RRC DIST NO 22876

*COUNTY NAME Brazos

* OIL		* GAS	
DIST	LEASE #	DIST	WELL ID #
03	22876		

*OPTIONAL FOR PAYORS ONLY
MANDATORY FOR REPORTERS

CERTIFICATION
NUMBER

APPROVED / DISAPPROVED

(circle one)

<p>CERTIFICATION NO <u>96655A R O G P O G</u></p> <p><u>Robin Olson</u> (APPROVED BY)</p> <p><u>2/25/97</u> (DATE)</p>
--

(20)

m-84013

letter

2/25/97



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

June 2, 1998

CODY ENERGY, INC.
7555 E HAMPDEN AVENUE, STE 600
DENVER, COLORADO 80231

Re: Property Name: B.G.R.S. #2 WELL
COUNTY AND STATE: BRAZOS, TX
Mineral File No. M-084013
Property Number: TX601214

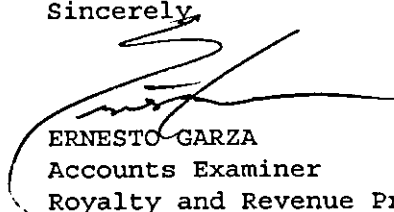
Dear Sir or Madam:

We have received the division order submitted by your company for the above-referenced lease and added it to our files. Please be sure to reference this mineral file number in all future royalty payments, reports and correspondence concerning the lease.

The payment of royalties to the State of Texas is set by statute. As the execution of the division order may in some cases affect the payments of such royalties, it is not the policy of this office to execute them. Insofar as allowed by law, the Texas General Land Office is acquiescent in the sale of oil and gas under the terms and conditions set out in the lease.

If you should have any questions, please feel free to call me at (512) 463-5261.

Sincerely,



ERNESTO GARZA
Accounts Examiner
Royalty and Revenue Processing
Energy Resources



DIVISION ORDER

To: Cody Energy, Inc.
7555 E. Hampden Avenue, Suite 600
Denver, Colorado 80231
(303)695-3744

Date: May 18, 1998

Property Number: TX601214
Property Name: B.G.R.S. #2 Well
Operator: Cody Energy, Inc.
County and State: Brazos County, TX

Effective Date: Dec. 1, 1997 at 7:00 am
Oil X
Gas _____
Other _____

Property Description: A 323.97 acre unit located in the W. Berryman Survey, A-79, the W.G. Wilson Survey, A-243, the J.S. Riley Survey, A-205, the William King Survey, A-149, the A. McLaughlin Survey, A-157, the Malcolm R. Sandlin, et al Survey, SF 16389, Patent No. 453, Vol. 43-B and the Raymond Dietrich, et al Survey, SF 16394, Patent No. 478, Vol. 43-B.

The undersigned certifies the ownership of the decimal interest in production or proceeds as described on Exhibit "A" attached hereto, payable by Cody Energy, Inc. ("Cody").

Cody shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Cody is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Cody any amount attributable to an interest to which the undersigned is not entitled.

Cody may accrue proceeds until the total amount equals \$100.00 or more. Checks will be issued monthly and revenue will be accrued and paid whenever a minimum of \$100.00 is reached, or annually, whichever may occur first. Revenue of less than \$10 will be held until production ceases or until the owner changes.

This Statement of Interest does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Statement of Interest, the undersigned and Cody may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: It is the responsibility of the undersigned to notify Cody of all changes of interest contingent on payment of money or expiration of time. All such changes shall be effective the first day of the month following receipt of such notice.

Owner(s) Signature(s): _____

Owner(s) Tax ID Number(s): _____

Owner(s) Daytime Telephone #: _____

Owner(s) FAX Telephone #: _____

Owner(s) Mailing Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 31% tax withholding and will not be refundable by Payer.

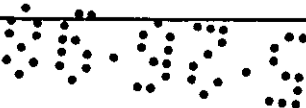


EXHIBIT "A"				
TO DIVISION ORDER				
COVERING PRODUCTION FROM				
THE B.G.R.S #2 WELL				
BRAZOS COUNTY, TEXAS				
Owner Number	Owner Name	Decimal Interest	Interest Type	
100	Cody Texas LP	0.57028271	WI	
5499	Texas State of	0.00189450	RI	
9746	John C Thomas	0.00042410	OR	
9746	John C Thomas	0.00129830	RI	
10694.1	Estate of Mary N Galloway	0.03463990	RI	
18285	Hi Lo Holdings Ltd	0.00008680	OR	
18583	Carol Jones Hoppe	0.00009780	OR	
18586	Cathy Jones Harper	0.00009790	OR	
18709	Judy Carson Jordan	0.00175440	OR	
18862	Roy Hogan	0.00104380	OR	
18862	Roy Hogan	0.00483930	WI	
18867	Dorman Anderson	0.03871385	WI	
18869	Mary Kathryn Roberts Hagedorn	0.00193280	RI	
18870	Sally Lloyd Hutchison	0.00519340	RI	
18872.1	Estate of James R Sowell	0.00010280	OR	
18873	Lewis M Roberts	0.00193280	RI	
18882	Gary K Edwards	0.02580925	WI	
18884	Beverly Kamprath	0.01290463	WI	
18885	Roland W Kamprath	0.01290463	WI	
18915	Bellport Oil & Gas Inc	0.00008680	OR	
18927	Forrest E Roberts, Sr. Trust	0.00193280	RI	
18981	Ewell Cason	0.00039140	OR	
19000	Wynant S Wilson	0.00208770	OR	
19004	Concord Oil Company	0.00456680	OR	
19006	Randolph E Wllson	0.00078280	OR	
19008	Patricia N Wilson	0.00078280	OR	
19010	Jar Timber Corp	0.00038580	OR	
19013	Douglas M Conlee	0.00114320	RI	
19015	Richard S Rankin	0.00038580	OR	
19016	John A Liddle	0.00023440	OR	
19022	Alice Wilson Burke	0.00026090	OR	
19023	Donald L Horton	0.00007810	OR	
19024	Raymond A & Katheryn Dietrich	0.00079220	RI	
19027	John B Woolston	0.00005140	OR	
19028	Robert & Sam Verri	0.00118840	RI	
19030	Leon A Sevcik Jr and Mardell Sevcik	0.00257230	RI	
19034	Milburn E Nutt	0.00130480	OR	
19035	Nealy J Maddox	0.00093440	RI	
19037	E Allen Wright, Jr.	0.00078280	OR	
19038	Judy Jones Wilson	0.00045660	OR	
19039	Joseph Carleton Wilson	0.00017400	OR	
19040	Derrick Stone Wilson	0.00017390	OR	
19042	Eula Mae J Thomas	0.00039620	RI	
19044.1	Perry W and Delores Shirley	0.00110470	RI	
19047	Frank & Gladys Shirley	0.00331420	RI	
19048	S M Scheurer	0.00065240	OR	
19050	The McRae Trusts	0.00130480	OR	
19052	Frances W McRae	0.00104380	OR	
19054	E W McRae, deceased	0.00274000	OR	
19057	Noel Kevin Anderson	0.00429320	OR	
19058	Terry Nils Anderson	0.00429320	OR	
19059	Alice Ann Perry	0.00040220	OR	
19060	Elizabeth McRae Lewis	0.00040220	OR	
19062	Susan L McRae Kanary	0.00040220	OR	
19064	Orion A Daniel, Jr.	0.00130480	OR	
19065	Eldon Daves	0.00091330	OR	

19066	Varena Balfour Seale	0.00151340	RI		
19068	William R & Doris M Klemm	0.00257230	RI		
19069	Bryant H and Betty Krenek	0.00085740	RI		
19071	Rex & Barbara J Forster	0.00171500	RI		
19072	Ellis & Andrea Bird	0.00429740	RI		
19074	Richard E and Billie Dell Ferguson	0.00257560	RI		
19075	Ruth Elinor Wilson Melton	0.00026090	OR		
19076	Janice Joy Springer	0.00065240	OR		
19077	Andrea Jean Bird	0.00549540	RI		
19078	Wesley J Wilson	0.00017400	OR		
19079	Florence I Randorff	0.00428710	RI		
19080	Martha A Fielder	0.00021030	OR		
19081	La Nelle Manuel	0.00021030	OR		
19082	Nancy Jane Lloyd	0.01038680	RI		
19452	James E Roberts, Jr.	0.01159660	RI		
20409	George Interests	0.05807080	WI		
23664	John R Maxwell	0.00002570	OR		
23665	Susan Connell	0.00002570	OR		
23970	Aratex Production Company	0.00084810	OR		
23970	Aratex Production Company	0.00259670	RI		
24473	Holman Cartwright Mineral Trust	0.00042400	OR		
24473	Holman Cartwright Mineral Trust	0.00129840	RI		
24563	Phyllis F Lloyd	0.01038680	RI		
24564	Joash Corporation	0.00564570	WI		
24654	JN Exploration & Production	0.00048000	OR		
24819	Patterson Petroleum, Inc.	0.00682480	WI		
25411	Kathryn M Conlee	0.00114320	RI		
25702	James Reece Hamilton	0.00039140	OR		
25709	Trade Exploration Corporation	0.00131020	WI		
25710	James D Finley	0.00054020	WI		
25711	Bryan C Wagner	0.00054020	WI		
25712	Duer Wagner III	0.00054020	WI		
25713	H E Patterson	0.00003060	WI		
25714	Jacque Oil & Gas Limited	0.00001040	WI		
25716	Bruce Edwards Energy Corp	0.02580925	WI		
25723	Johnston Living Trust	0.00630148	OR		
25724	Elizabeth C Ylitalo	0.00128030	OR		
25725	Mary Elaine Batman Kauffman	0.00128030	OR		
25726	Laura Virginia Johnston	0.00128030	OR		
25727	Kent McHaney Johnston	0.00128030	OR		
25728	Estate of J Glenn Johnston	0.00632160	OR		
25729	Edgar Scott Johnston	0.00128030	OR		
25730	Kathy Glenna Albright Jackson	0.00128030	OR		
25731	Margaret Gayle Harvey	0.00128030	OR		
25732	Gordon C Johnston Inc	0.00508120	OR		
25733	Janet Johnston Day	0.00128030	OR		
25734	Blanche Marie Bruyere	0.00128030	OR		
25735	Decie Ann Brookshire	0.00128030	OR		
26046	PS-DS Trust	0.00220950	RI		
26047	LS Trust	0.01655370	RI		
26048	LS-RMS Trust	0.01954840	RI		
26049	J D Conlee Family Partners, Ltd	0.00114320	RI		
26052	Jane Ann Sandlin	0.00021070	RI		
26054	Malcolm R Sandlin Trust "B"	0.00021070	RI		
26060	William H Swink Jr	0.00014190	RI		
26061	Ronald C Rusch	0.00014130	RI		
26062	Ray E and Judy Martin	0.00027650	RI		
26063	David S Carrabba	0.00230720	RI		
26064	Mark J Carrabba	0.00230720	RI		
26065	Brian W and Shelly Pendegraff	0.00004290	RI		
26066	Highland Interest Inc	0.00058130	RI		
		1.00000000			

CODY ENERGY, INC.

7555 E. Hampden Avenue, Suite 600
Denver, Colorado 80231

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Texas State of
Commissioner of General Land
Office At Austin
Stephen Austin Bldg Room 640
1700 North Congress Avenue
Austin, TX 78701-1495



78701+1495





CODY ENERGY INC

May 21, 1998

To All Interest Owners

Re: BGRS #2 Well, TX601214
Brazos County, TX

Ladies and Gentlemen:

Cody Energy, Inc. has recently re-entered the BGRS #2 well and put it back on production. Enclosed, therefore, are two copies of a Division Order showing your interest in the well. Also enclosed is a W-9 form which you need to complete in order to comply with current federal income tax law.

Please complete the information requested on the Division Order, sign it and return one fully executed original, together with the completed W-9 form to this office for further processing. The second copy of the Division Order is for your files. A self-addressed envelope has been provided for your convenience.

Thank you for your attention to this matter. If you have any questions, please call me at (303) 695-3700.

Sincerely,

CODY ENERGY, INC.

Nancy L. Morris
Division Order Analyst

Enc.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) _____

Business name (Sole proprietors see instructions on page 2.) _____

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional) _____

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here	Signature ▶ _____	Date ▶ _____
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Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

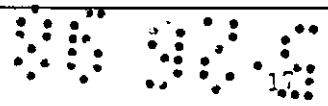
interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.



W-840B
 D.O. 6298

Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under How To Get a TIN on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or person) that receives agricultural program payments	The public entity

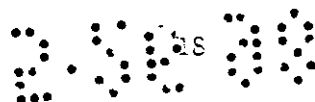
¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





CODY ENERGY INC

July 7, 1998

TO ALL INTEREST OWNERS

Re: B.G.R.S. #2 Well
Brazos County, Texas

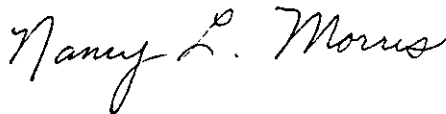
Ladies and Gentlemen:

The property description on the Division Order recently sent to you for the above-referenced well is incorrect. Enclosed as Exhibit "B" to the Division Order is a correct description and a plat of the 160 acre tract for the well. Please attach this to your copy of the Division Order. I apologize for the confusion.

If you have any questions, please call me at (303) 695-3700.

Sincerely,

CODY ENERGY, INC.



Nancy L. Morris
Division Order Analyst

Enc.

EXHIBIT "B"

Attached to and made a part of that certain Division Order dated May 18, 1998, but effective December 1, 1997 covering production from the B.G.R.S. #2 Well located in Brazos County, Texas

Property Description revised July 7, 1998

B.G.R.S. #2, 160 Acre Unit
W. King Survey, Abstract No. 149 (149.5 acres)
A. McLaughlin Survey, Abstract No. 157 (10.5 acres)
Brazos County, Texas

Unit description of a 160 acre tract or parcel of land lying and being situated in the W. King Survey, Abstract No. 149, and the A. McLaughlin Survey, Abstract No. 157, Brazos County, Texas, and being described by the following:

Beginning at a point which is the north corner of said W. King Survey, Abstract No. 149 and the common east corner of the R. Benson Survey, Abstract No. 78;

Thence south 41 deg. 15' 47" west, 2445.44 feet along the northwest survey line of said W. King Survey, Abstract No. 149, and the common southeast line of said R. Benson Survey, Abstract No. 78 to a point which is the west corner of the said W. King Survey, Abstract No. 149, and the west corner of said 160 acre unit;

Thence south 58 deg. 31' 19" E, 1840 feet along the southwest survey line of said W. King Survey, Abstract No. 149, for a point on said survey line that marks a southwest corner of said 160 acre unit;

Thence north 41 deg. 15' 47" east, 493 feet to a point in the W. King Survey, Abstract No. 149, for a corner of said 160 acre unit;

Thence south 58 deg. 37' 19" east, 1071.7 feet to a point in the southeast survey line of the said W. King Survey, Abstract No. 149, for a point in the said 160 acre unit;

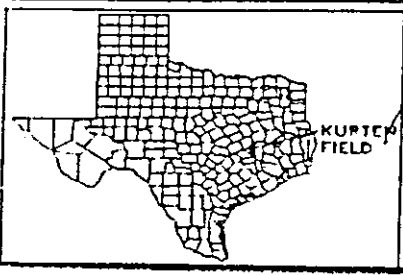
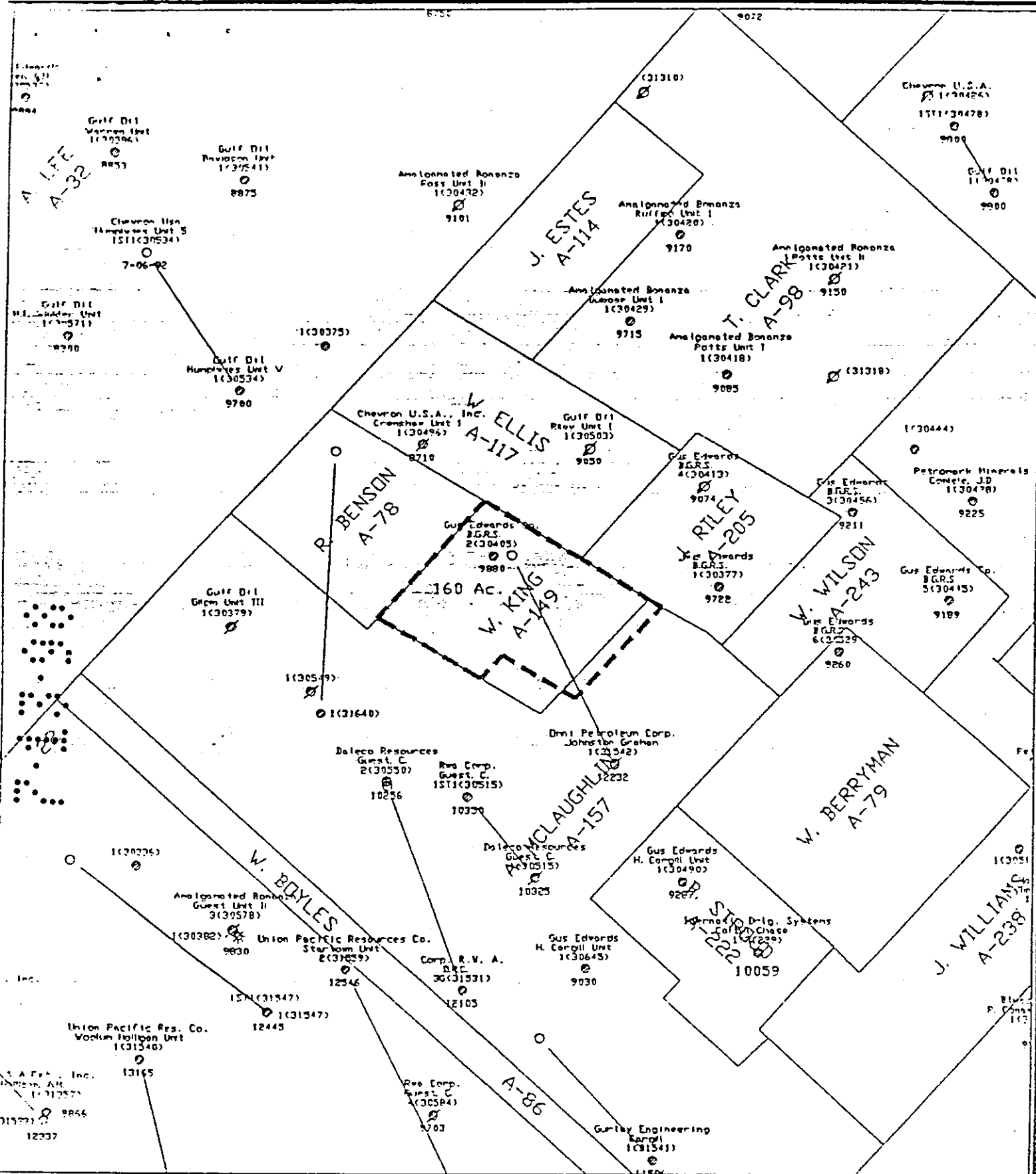
Thence continuing south 58 deg. 37' 19" east, 240 feet to a point in the A. McLaughlin Survey, Abstract No. 157 to mark the southern most corner of said 160 acre unit;

Thence north 42 deg. 26' 45" east, 1947.6 feet to a point in a northeast survey line of said A. McLaughlin Survey, Abstract No. 157, for the east corner of said 160 acre unit;


Thence north 60 deg. 36' 57" west, 242.8 feet along a northeast survey line of said A. McLaughlin Survey, Abstract No. 157 to a point which is the east corner of said W. King Survey, Abstract No. 149, and the common northeast corner of A. McLaughlin Survey, Abstract No. 157, and common point in the southwest survey line of the J. Riley Survey, Abstract No. 205;

Thence north 57 deg. 57' 46" west, 1233 feet along the northeast survey line of the said W. King Survey, Abstract No. 149, to a point which is also the west corner of said J. Riley Survey, Abstract No. 205, and the common south corner of the W. Ellis Survey, Abstract No. 117;

Thence north 58 deg. 25' 09" west, 1714.9 feet along the northeast survey line of said W. King Survey, Abstract No. 149, to the north corner of said W. King Survey, Abstract No. 149, and the north corner of said 160 acre unit, which is also the Place Of Beginning, containing 160 acres of land, more or less.



[Signature]
Josh

 CODY ENERGY, INC. DENVER, COLORADO	
KURTEN FIELD WOODBINE UNIT AREA BRAZOS CO., TEXAS 160 Acre Parcel Unit for B.G.R.S. #2	
C.I.# _____ DATE: 2/3/98	INTERP. BY: _____ SCALE: 1"=2000'

(21) n-84013
D.O.
6-2-98

57200

ISS#3 DENVER, CO. 01:39 12/23/98 HAPPY HOLIDAYS
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Print your name, address, and ZIP Code in this box •

RECEIVED
98 DEC 30
Texas General Land Office
1700 N Congress Ste 600
Austin, TX 78701

Mm

12/23/98

5/1



CU

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Cody Energy Inc
7555 E Hampden Ave.
Suite 600
Denver CO. 80231

4a. Article Number

P 622-212-119

4b. Service Type

- Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X *Andrew Rember*

Same

Thank you for using Return Receipt Service.



Texas General Land Office
Garry Mauro, Commissioner

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
(512) 463-5001

Certified Mail No. P622 212 119
Return Receipt Requested

December 17, 1998

CODY ENERGY, INC.
7555 E. HAMPDEN AVE.
SUITE 600
DENVER, CO 80231

RE: Annual Production Reporting and/or Royalty Payments on State Lease M-084013

To Whom It May Concern,

The General Land Office has received and approved your Certification Request for annual royalty reporting and/or royalty payments on the subject lease as indicated below. A copy of your request form (GLO-8) with the assigned certification number is enclosed. Please be sure to attach a copy of this form to each annual royalty report and/or annual royalty payment filed with this office. The annual report and/or payment will be considered delinquent without this information.

ANNUAL REPORTING APPROVED FOR :	OIL	x	GAS	x
ANNUAL PAYING APPROVED FOR :	OIL	x	GAS	x

If you have any questions, please contact me at (512) 463-5379.

Sincerely,

Mike May
Royalty Management/Energy Resources

Enclosures

**ANNUAL ROYALTY REPORTING/PAYMENT
CERTIFICATION REQUEST GLO-8**

APPLICANT'S NAME Cody Energy, Inc.

APPLICANT'S TAX ID [REDACTED]

REPORTER'S NAME Cody Energy, Inc.

REPORTER'S TAX ID [REDACTED]

PAYOR'S NAME Cody Energy, Inc.

PAYOR'S TAX ID [REDACTED]

REPORTS ON OIL 100 % COND % GAS 100 %

PAYS ON OIL 100 % COND % GAS 100 %

STATE LEASE NO M-84013

*LEASE NAME B.G.R.S. #2

*FIELD NAME Kurten (Buda)

*RRC DIST NO 03-17206

*COUNTY NAME Brazos

* OIL		* GAS	
DIST	LEASE #	DIST	WELL ID #
03	- 17206	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

*OPTIONAL FOR PAYORS ONLY
MANDATORY FOR REPORTERS

**CERTIFICATION
NUMBER**

APPROVED/DISAPPROVED
(circle one)

CERTIFICATION NO
<u>84013 ROG POG</u>
<u>M. M...</u>
(APPROVED BY)
<u>12/1/98</u>
(DATE)



CODY ENERGY INC

RECEIVED
98 NOV 23 AM 5:33
ENERGY SERVICES

November 12, 1998

••••• Mike May
••••• State of Texas
••••• Texas General Land Office
••••• 1700 N. Congress Ave.
••••• Ste 600
••••• Austin, TX 76701-1495

•••••

• Dear Mike,

•••••
•••••

Enclosed please find our GLO-8 for the BGRS #2, and our schedules of oil, gas, and product royalties for production months September 1, 1997 through August 31, 1998 as per the regulations. The annual royalty due is less than \$3,000. Please see that this GLO-8 goes to the correct person for approval for annual payment and reporting.

Thank-you for your assistance in this matter.

CODY ENERGY, INC.

Lynda Pelton

Lynda Pelton
Revenue Accountant

Texas Report Gas - BGRS #2															
	Production	Non-Sales	Residue	Price	BTU	Gross	Royalty	Royalty		Ethanes	Propanes	Butanes	Gasoline	TOTAL	Total Royalty
	Volume	Disp.	Gas				Decimal	Due							
9/30/97	0	0	0	0.00	0.0000	0.00	0.001895	0.00		0.00	0.00	0.00	0.00	0.00	0.00
10/31/97	0	0	0	0.00	0.0000	0.00	0.001895	0.00		0.00	0.00	0.00	0.00	0.00	0.00
11/30/98	0	0	0	0.00	0.0000	0.00	0.001895	0.00		0.00	0.00	0.00	0.00	0.00	0.00
12/31/97	21	21	0	1.90	1.0000	39.93	0.001895	0.08		0.00	0.00	0.00	0.00	0.00	0.08
1/31/98	35	35	0	1.56	1.0000	54.76	0.001895	0.10		0.00	0.00	0.00	0.00	0.00	0.10
2/28/98	0	0	0	0.00	1.0000	0.00	0.001895	0.00		0.00	0.00	0.00	0.00	0.00	0.00
3/31/98	84	84	0	2.36	1.0000	197.89	0.001895	0.37		0.00	0.00	0.00	0.00	0.00	0.37
4/30/98	143.5	87.5	56	2.36	1.0000	338.66	0.001895	0.64		0.01	0.03	0.04	0.05	0.13	0.77
5/31/98	97	70	27	2.60	1.0000	252.20	0.001895	0.48		0.01	0.02	0.02	0.02	0.07	0.55
6/30/98	94.5	80.5	14	2.00	1.0000	189.00	0.001895	0.36		0.00	0.01	0.01	0.01	0.03	0.39
7/31/98	75	49	26	2.60	1.0000	195.00	0.001895	0.37		0.00	0.03	0.02	0.01	0.07	0.44
8/31/98	70	49	21	2.16	1.0000	151.20	0.001895	0.29		0.00	0.02	0.01	0.01	0.04	0.33
								2.69	0	0.02	0.11	0.11	0.10	0.34	3.03

22

m- 84613

Annual Report -
Cfr

12/17/98

anualexem

Texas Report Oil - BGRS #2									
	Beg Oil	Gross	Disp.	Ending	Gross	Gravity	Price	Royalty	Royalty
	Balance	Volume		Stock	Value			Decimal	Due
9/30/97	0	0	0	0	0	0	0.00	0.001895	0.00
10/31/97	0	0	0	0	0	0	0.00	0.001895	0.00
11/30/98	0	0	0	0	0	0	0.00	0.001895	0.00
12/31/97	0.00	446.40	360.97	85.43	5370.33	40.4	14.88	0.001895	10.17
1/31/98	85.44	286.67	183.42	188.69	2466.15	41.9	13.45	0.001895	4.67
2/28/98	188.69	116.80	0.00	305.49	0	0.0	0.00	0.001895	0.00
3/31/98	305.49	49.66	178.90	176.25	2044.47	39.1	11.43	0.001895	3.87
4/30/98	176.25	140.66	180.53	136.38	2101.68	39.1	11.64	0.001895	3.98
4/30/98	136.38	Skim	1.00	135.38	19.70	39.1	19.70	0.001895	0.04
5/31/98	135.38	108.84	0.00	244.22	0	0.0	0.00	0.001895	0.00
6/30/98	244.22	73.03	182.92	134.33	1791.13	38.3	9.79	0.001895	3.39
7/31/98	134.33	81.87	0.00	216.20	0	0.0	0.00	0.001895	0.00
8/31/98	216.20	78.44	0.00	294.64	0	0.0	0.00	0.001895	0.00
		649.3	541.35	1642.89	5956.98				26.13
		Skim	1.00		19.70				
			540.35		5937.28				

int_mfn_number	var_production	dat_received	var_remitter_name	cur_payment	amt_glo
84013	9609	11/5/96	CODY ENERGY INC	(\$42.71)	1350
84013	9609	11/15/96	CODY ENERGY INC	(\$3.36)	1351
84013	9610	12/5/96	CODY ENERGY INC	(\$48.93)	1350
84013	9610	12/16/96	CODY ENERGY INC	(\$3.15)	1351
84013	9611	1/6/97	CODY ENERGY INC	(\$41.67)	1350
84013	9611	1/21/97	CODY ENERGY INC	(\$3.92)	1351
84013	9611	2/17/97	CODY ENERGY INC	(\$4.77)	1351
84013	9612	2/4/97	CODY ENERGY INC	(\$44.78)	1350
84013	9701	3/5/97	CODY ENERGY INC	(\$45.38)	1350
84013	9712	6/15/98	CODY ENERGY INC	(\$10.25)	1350
84013	9712	2/17/98	CODY ENERGY INC	(\$35.57)	1351
84013	9712	3/13/98	CODY ENERGY INC	(\$35.57)	1351
84013	9712	3/13/98	CODY ENERGY INC	\$35.57	1351
84013	9712	2/4/98	CODY ENERGY INC	(\$389.82)	1350
84013	9801	6/15/98	CODY ENERGY INC	(\$4.67)	1350
84013	9804	6/15/98	CODY ENERGY INC	(\$3.98)	1350
84013	9804	6/15/98	CODY ENERGY INC	(\$3.87)	1350
84013	9804	6/15/98	CODY ENERGY INC	(\$0.77)	1351
84013	9805	7/15/98	CODY ENERGY INC	(\$0.52)	1351
84013	9806	8/5/98	CODY ENERGY INC	(\$3.39)	1350
84013	9806	8/17/98	CODY ENERGY INC	(\$0.44)	1351
84013	9807	9/15/98	CODY ENERGY INC	(\$0.43)	1351
84013	9808	10/15/98	CODY ENERGY INC	(\$0.33)	1351

\$ 692.71

22

FILE 84 013 Ann. Postcard
Correspondence File
To _____
From _____
Dated 12/13/58

From: "Angie Coady" <acoady@vessoil.com>
To: <shirley.chou@glo.state.tx.us>
Date: 6/28/2005 3:50:41 PM
Subject: KWU Tract #23, Brazos Co., TX

Shirley,

I visited with Bill Horigan about the number you were questioning from the GLO-1 report. The .015156 represents the percentage of the acreage owned by the TX GLO in the entire tract #23, 14.73 net mineral acres out of the total 971.89 acres in the tract. The gross monthly production in barrels is multiplied by the tract 23 participation factor of .03911607 to get the amount of production allocated to tract 23. Tract 23 barrels are multiplied by 14.73/971.89 or .015156 to get the barrels allocated to the 14.73 net mineral acres leased from the State of TX. These net barrels are then multiplied by the price per barrel and then the .125 royalty decimal.

The 14.73 net mineral acres/971.89 acres in tract 23 multiplied by .125 royalty equals .0018945, which is the decimal of interest that appears on the check from Eagwing, LP for the KWU tract #23.

I hope this answers your question. Let me know if you need more information.

Angie Coady
Administrative Assistant, Land
Vess Oil Corporation

$$TP = .03911607 \times .015156 = .00059284$$

File No. 084013

calculation of trust
participation on unit 1547

Date Filed: 5-29-09

Jerry E. Patterson, Commissioner

By Schon

By _____

Jerry E. Patterson, Commissioner

Date Filed: _____

File No. _____

From: "Angie Coady" <acoady@vessoil.com>
To: <shirley.chou@glo.state.tx.us>
Date: 6/29/2005 11:03:50 AM
Subject: KWU Tract #23 Tract Participation Factor

Shirley,

The original Tract Participation Factor (TPF) for Tract #23 of the Kurten Woodbine Unit as set out in the unit agreement was .0319813. A number of tracts listed in the unit agreement did not become part of the Unit, therefore the TPF for each remaining tract increased. The TPF for Tract #23, tract name B. G. R. S., was revised to .03911607.

Angie Coady
Administrative Assistant, Land
Vess Oil Corporation

24

File No. 084013
tract participation

Date Filed: 6-29-05
Jerry E. Patterson, Commissioner

By SC

From: Tracey Throckmorton
To: brian@vessoil.com
CC: Boone, Peter; Farr, Bill; Hatter, Robert; Irwin, James; McLeskey, Ke...
Date: 10/2/2008 7:48 AM
Subject: Kurten Woodbine Unit - Brazos County, TX
Attachments: 154707 Brazos County .48 acres.pdf

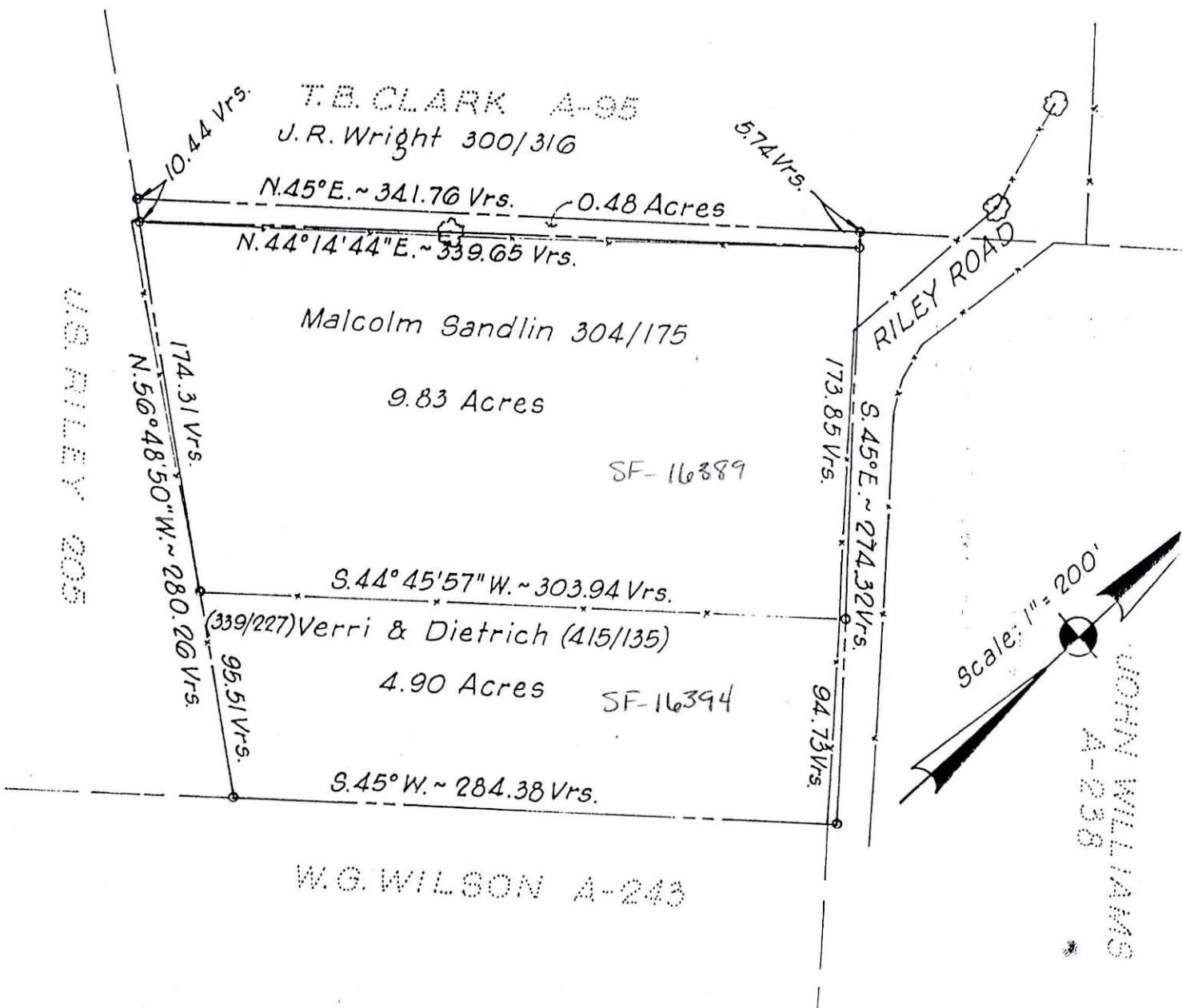
Dear Mr. Gaudreau,

It has come to the General Land Office staff's attention that a 0.48 acre unleased State of Texas (State) fee tract is located within the Kurten Woodbine Unit in Brazos County, Texas. I have attached both an area wide plat showing the State fee tract and a surveyor's plat showing (in more detail) where the tract is located. The unleased fee tract is adjacent to a tract in which the State owns a non-participating 1/8 free royalty interest. The Free Royalty tract is part of the B.G.R.S. Tract 23 that participates in the Kurten Woodbine Unit.

Please review your records and advise this office of the State's net revenue interest in the unleased 0.48 acre tract. We will then determine what royalty/interest is due the State. Please respond to this e-mail within 30 days and do not hesitate to contact me if you require additional information or have any questions or concerns regarding this matter. We look forward to clarifying the situation and your assistance is greatly appreciated.

Sincerely,
Tracey Throckmorton

Tracey Throckmorton, P.G.
Geologist
Energy Resources/Mineral Leasing Division
Texas General Land Office
PH: (512) 475-1500
FAX: (512) 475-1543
tracey.throckmorton@glo.state.tx.us



FIELD NOTES of a survey of 0.48 of one acre of land situated in Brazos County, Texas, about 9-1/2 miles N 67° E from Bryan, the County Seat, and more fully described by metes and bounds as follows:

BEGINNING at the west corner of the John Williams Survey, Abstract No. 238, on the most southeasterly line of the T.B. Clark Survey, Abstract No. 95, and being the north corner of the herein described tract;

THENCE S 45° E a distance of 5.74 varas with the southwest line of the said John Williams Survey to the north corner of the Malcolm Sandlin Survey, Abstract No. 261, for the east corner of this tract;

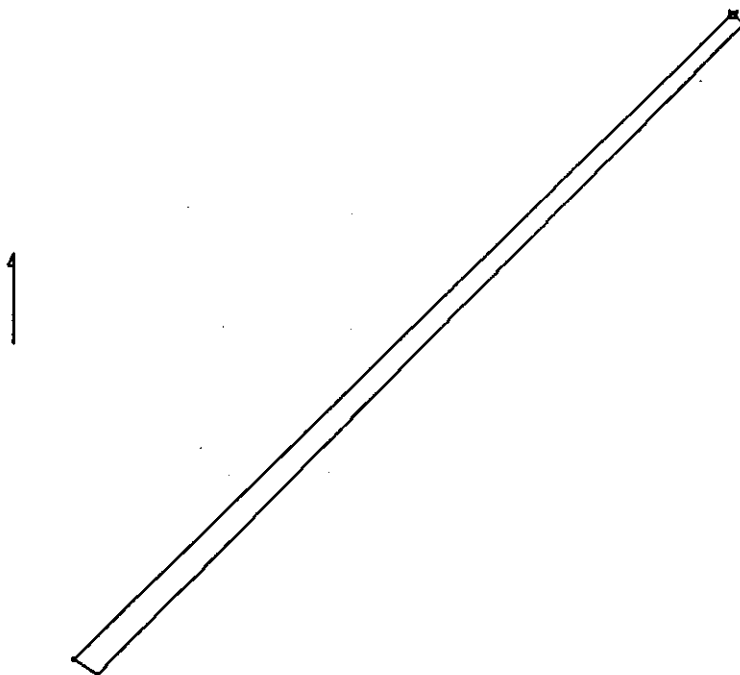
THENCE S 44° 14' 44" W a distance of 339.65 varas with the northwest line of said Malcolm Sandlin Survey to its west corner in the northeast line of the J.S. Riley Survey, Abstract No. 205, for the south corner of this tract;

THENCE N 56° 48' 50" W a distance of 10.44 varas with the northeast line of the said J.S. Riley Survey to the south corner of the aforementioned T.B. Clark Survey for the west corner of this tract;

THENCE N 45° E a distance of 341.76 varas with the southeast line of the said T.B. Clark Survey to the POINT OF BEGINNING and containing 0.48 of one acre of land.

Compiled in office
May 30, 1995

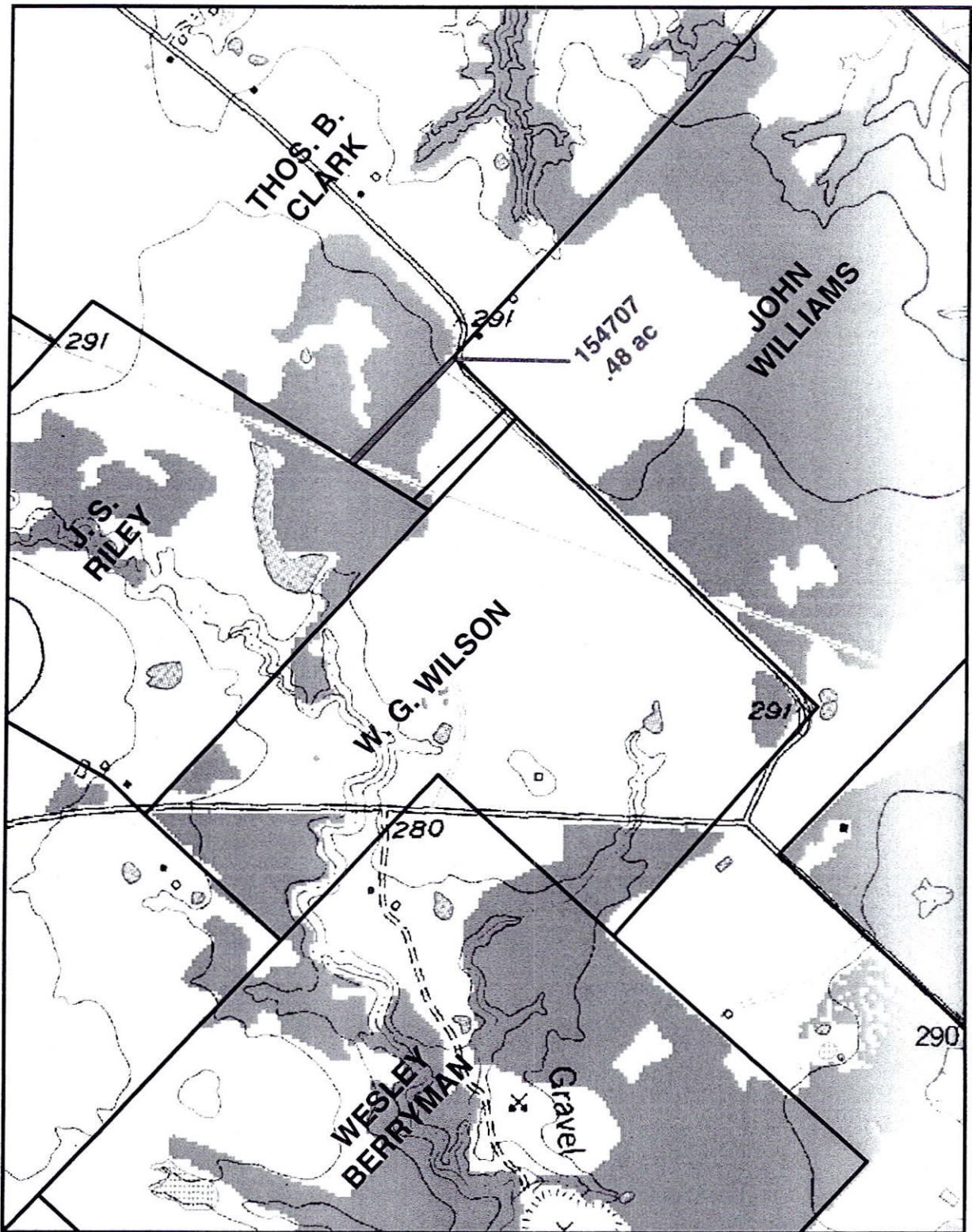
Plat of Deed Calls for: Brazos Co. 0.48 ac.



Brazos Co. 0.48 ac. AREA CLOSING ERROR ..
Scale : 200 ft/in	Acres : 0.482	Bearing: S27.5934E
North Shift: +0	Sq. Feet : 20995	Feet : 0.02
East Shift : +0	Sq. Meters: 1950.5	Meters : 0.006
DMS Rotated: +000.0000	Perimeter : 1937.75	Precision: 1/100583

1. S45E 5.74V
2. S44.1444W 339.65V
3. N56.4850W 10.44V
4. N45E 341.76V

BRAZOS COUNTY



1" = 1000'



David Dewhurst
Land Commissioner



The Texas General Land Office makes no representations for warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Universal Transverse Mercator Projection
Clarke 1866 Spheroid
1927 North American Datum
Zone 14

(25)

File No. MF 084013
E-mail to Brian Gaudreau
with Vess Oil Corp.
Date Filed: 12-4-08
Jerry Patterson, Commissioner
By M

McELROY, SULLIVAN & MILLER, L.L.P.
ATTORNEYS AT LAW

MAILING ADDRESS:
P.O. BOX 12127
AUSTIN, TX 78711

1201 SPYGLASS DRIVE
SUITE 200
AUSTIN, TX 78746

TELEPHONE
(512) 327-8111

FACSIMILE
(512) 327-6566

OIL & GAS, ENVIRONMENTAL, WATER RIGHTS, UTILITIES, LAND TITLE
ADMINISTRATIVE, TRIAL AND APPELLATE PRACTICE

FAX TRANSMITTAL

PLEASE DELIVER IMMEDIATELY

To/Fax No: Tracey Throckmorton 475-1543
cc: Peter Boone
Daryl Morgan

From: Dan Miller

Date: November 20, 2008

Client/Matter Number: 8819-02

This Transmission Consists of a Cover Page and 2 Pages.

WE ARE TRANSMITTING FROM A SAVINFAX 3699. IF YOU HAVE DIFFICULTY RECEIVING THIS TRANSMISSION, PLEASE CALL US AT 512/327-8111.

THIS FACSIMILE MAY CONTAIN CONFIDENTIAL INFORMATION WHICH ALSO MAY BE LEGALLY PRIVILEGED AND WHICH IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

MESSAGE:

McELROY, SULLIVAN & MILLER, L.L.P.
ATTORNEYS AT LAW

MAILING ADDRESS:

P.O. BOX 12127
AUSTIN TX 787111201 SPYGLASS DRIVE
SUITE 200
AUSTIN, TX 78746TELEPHONE
(512) 327-8111FACSIMILE
(512) 327-6566

November 20, 2008

Via facsimile (512) 475-1543

Ms. Tracey Throckmorton, P.G.
Energy Resources/Mineral Leasing Division
Texas General Land Office
1700 N. Congress Ave.
Austin, Texas 78701-1495

Re: Vacancy Tract and Related Claim; Vess Oil Corporation Kurten (Woodbine)
Unit, Brazos County, Texas

Dear Tracey:

As you know, our law firm represents Vess Oil Corporation ("Vess") with regard to the referenced matter.

As discussed in our meeting on November 17th, 2008, Vess has determined that the proceeds of production attributable to the 0.48 acre tract since Vess assumed operation of the unit total \$97.30. Although we stated at the meeting that this was calculated over a ten year period, in fact it covers only five years since Vess assumed operation of the unit in 2003. Per the GLO's request at the November 17th meeting, Vess has performed calculations to predict unit production over the next ten years. Based upon this estimated production, and given NYMEX pricing as of November 18, 2008, the proceeds attributable to the 0.48 acre tract over the next ten years would be only \$255.79 under the unit allocation formula.

As discussed in the November 17th meeting, the applicable Unit Agreement for the Kurten (Woodbine) Unit indicates that the State has already committed all of its interests in the area to the unit. Specifically, Article 1.1 of the Unit Agreement defines the Unit Area as "the land situation within the Kurten (Woodbine) Field in Brazos County, Texas described by leases or units in Exhibit "A" and depicted on Exhibit "B." The 0.48 acre alleged vacancy is clearly depicted on Exhibit "B." Article 9.2 provides that "[t]he execution . . . of this agreement by a party shall commit all interests within the Unit Area owned or controlled by such party." Therefore, the State has already committed the 0.48 acre tract to the unit by its execution of the Unit Agreement.

Furthermore, changing the unit allocation at this time would be administratively burdensome. The unit in question is extraordinarily large (covering over 19,000 acres) and includes multitudes of interest owners. There are over 100 tracts, each with its own participation factor and production allocated to each tract. For this reason, the Kurten (Woodbine) pay declaration is difficult to administer, and the spreadsheet used to calculate payment is very

Ms. Tracey Throckmorton
November 20, 2008

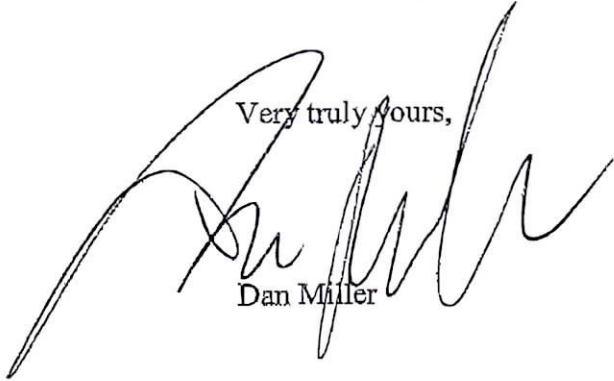
Page 2

dynamic. The tract in question is totally surrounded by other producing tracts. In order for the pay declaration to sum to 1.00, any increase in a particular tract, such as in a vacancy, must be offset by a corresponding decrease in other tracts – perhaps a large number of such tracts. In order to change interests in the unit, the purchaser will need to know whose interest is being diminished and provided with the proper documentation for taking that interest away from the existing owner or owners. Furthermore, changing long-settled interests in the unit creates the possibility of disputes involving a large number of other interest owners.

Given the very small nature of the claim at issue, the great administrative burden and possibility of disputes entailed by changing the unit allocation, and the fact that under the Unit Agreement the State has already committed the 0.48 acre tract to the unit, Vess submits that it is not in the best interest of either party to further pursue this matter. Vess accordingly requests that this matter be concluded and that the GLO place a notation in the appropriate mineral file stating that the 0.48 acre tract was previously committed to the Kurten (Woodbine) Unit.

Thank you very much for your assistance with this matter. Should you have any questions or otherwise wish to further discuss any of these issues, please do not hesitate to call me.

Very truly yours,



Dan Miller

DM/dp

cc: Peter Boone (via facsimile)
Daryl Morgan (via facsimile)
Vess Oil Corporation (via facsimile)

26

File No. MF084013

FAXED LETTER FROM

DAN MILLER - REP. FORVESSOR

Date Filed: 12-4-08

CORP.

Jerry Patterson, Commissioner

By jm



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

DATE: December 4, 2008

TO: MF084013

FROM: Mineral Leasing Staff

SUBJECT: 0.48 Acre Vacancy Tract and Claim, Vess Oil Corporation
Kurten (Woodbine) Unit, Brazos County, Texas

After review and discussion with Vess Oil Corporation's attorney, the Mineral Leasing staff is recommending that no further action be taken by the GLO in regards to any claim to royalties that may be due by Vess Oil Corporation on the 0.48 acre vacancy tract that is located within the Kurten (Woodbine) Unit in Brazos County, Texas. It has been determined that the 0.48 acre tract was pooled into the Kurten (Woodbine) Unit when the Commissioner signed the unit agreement.

10-10-83

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

UNIT AGREEMENT
KURTEN (WOODBINE) UNIT
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

THIS AGREEMENT, entered into as of the _____ day of _____, 19____, by and between the parties who execute or ratify this agreement: *

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote the conservation and increase the ultimate recovery of oil, gas, hydrocarbons, and associated minerals from the Kurten (Woodbine) Field, Brazos County, Texas, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formation covered hereby in order to conduct enhanced recovery, secondary recovery, pressure maintenance, or other recovery programs, as hereinafter provided:

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this agreement, the terms hereinafter set out shall have the following meaning:

1.1 Unit Area means the land situated within the Kurten (Woodbine) Field in Brazos County, Texas, described by leases or units in Exhibit "A" and depicted on Exhibit "B", as to which this agreement becomes effective, or to which it may be extended, as provided herein.

1.2 Unitized Formation is the subsurface portion of the Unit Area commonly known as the Woodbine Formation and identified as that correlative zone found between the electric log depths of 8133 feet to 8788 feet in the Gulf Oil Corporation - Jones Enhanced Recovery Unit Well No. 1, formerly known as the Amalgamated Bonanza Petroleum Limited - I. Jones Unit No. 1, Well No. 1, located in H. Cartmell Survey Abstract 87, Brazos County, Texas.

1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

1.4 Working Interest means a fractional interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried

interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the Unitized Formation.

1.5 Royalty Interest means a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner means a party hereto who owns a Royalty Interest.

1.7 Working Interest Owner means a party hereto who owns a Working Interest. The owner of oil and gas rights that are free of lease or other instrument covering the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein. A party may be or become both a Working Interest Owner and a Royalty Owner hereunder.

1.8 Tract means each unit of land described as such and given a Tract number as in Exhibit "A".

1.9 Unit Operating Agreement is the agreement having the same Effective Date as this Agreement, entitled "Unit Operating Agreement, Kurten (Woodbine) Unit, Kurten (Woodbine) Field, Brazos County, Texas".

1.10 Unit Operator means a party hereto who is designated pursuant to the provisions of Article 6 of the Unit Operating Agreement to develop and operate the unitized formation, acting as Operator and not as Working Interest Owner.

1.11 Tract Participation means the fraction shown on Exhibit "A" for allocating Unitized Substances to a Tract under this agreement.

1.12 Unit Participation of each Working Interest Owner means the sum of the fractions obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

1.13 Outside Substances means all substances obtained from any source other than the Unitized Formation and which are injected into the Unitized Formation.

1.14 Oil and Gas Rights means the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

1.15 Unit Operations means all operations conducted by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operation of the Unitized Formation for the production of Unitized Substances.

1.16 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

abandoned oil or gas wells for such purposes. It is understood and agreed that the initial injection substance will be water or carbon dioxide or both.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the lands and leases committed hereto.

3.8 Ratification and Extension of Leases. Each Royalty Owner does hereby adopt, ratify and confirm each lease in all of its terms and provisions covering land in whole or in part within the area described or depicted on Exhibits "A" and "B" under which said Royalty Owner owns a Royalty Interest, as to all minerals in and under all land covered thereby, and expressly agrees that such lease is now in full force and effect and shall, notwithstanding any express or implied lease covenant to the contrary, continue in full force and effect as to said land and minerals covered thereby from the date of execution hereof by said Royalty Owner until the Effective Date of this Agreement and thereafter in accordance with the respective terms and provisions of such lease and of this Agreement.

ARTICLE 4 PLAN OF OPERATIONS

4.1 Unit Operator. Working Interest Owners are, as of the effective date of this agreement, entering into the Unit Operating Agreement, designating Gulf Oil Corporation as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.

4.2 Operating Methods. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in secondary or enhanced recovery operations and shall construct and operate the facilities necessary for such operations.

4.3 Change of Operating Methods. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation, which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

ARTICLE 5 TRACT PARTICIPATION

5.1 Tract Participation. The Tract Participation of each Tract is shown on Exhibit "A", the same having been determined by applying a formula in which weight has been given to three factors in the percentages indicated, as follows:

- (1) 50% to the daily average barrels of oil produced from the Unitized Formation underlying each Tract during the year 1981;
- (2) 45% to the cumulative barrels of oil produced from each well completed in the Unitized Formation underlying each Tract from inception of production through and including December 31, 1981; and
- (3) 5% to the amount of surface acres in each Tract.

5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All Unitized Substances produced and saved, except those used in Unit Operations, shall be allocated to the several Tracts monthly in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties hereto entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. In this connection, reference is here made to the provisions of Section 20.1 hereof which, among other things, set forth the manner of distributing Unitized Substances allocated to Tract No. 129. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract.

6.3 Windfall Profit Tax. In order to comply with the Windfall Profit Tax Act of 1980, as amended, and applicable regulations and to ensure that interest owners of each Tract retain the Windfall Profit Tax benefits accruing to each Tract prior to joining the Unit, for Windfall Profit Tax purposes only, crude oil shall be allocated to individual Tracts in the following order:

6.3.1 JERU Incremental Tertiary Crude Oil. JERU incremental tertiary crude oil is oil contributed to the Unit Area by the Jones Enhanced Recovery Unit (JERU), designated herein as Tract No. 129. Each tract (JERU Tract) which comprises all or part of the JERU, a qualified tertiary

agreement shall bear, a portion of such claims and demands equal to such owners percentage of participation.

9.2 Commitment of Interests to Unit. The execution or ratification of this agreement by a party shall commit all interests within the Unit Area owned or controlled by such party as of the effective date of execution and additional interests acquired before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest.

9.3 Revision of Exhibits. If any of the Tracts described in Exhibit "A" fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute the Tract Participation of each of the qualifying Tracts, using the original basis of computation and shall revise Exhibits "A" and "B" accordingly. Such revised exhibits shall be effective as of 7:00 a.m. on the Effective Date.

9.4 Admission of Tracts During First Six Months After Effective Date of Unit. Any Tract which is not qualified for admission to the Unit Area on the effective date hereof may be admitted to the Unit Area, and the Working Interest Owners in such Tract shall have the right to admit such Tract to the Unit Area, at the expiration of six (6) months from the effective date hereof, if during such six (6) months period such Tract becomes qualified on any basis provided for the initial qualification of Tracts in Section 9.1 hereof, in which event the terms and provisions of Section 9.1 applicable to such basis of admission and the other provisions of this agreement shall likewise apply to such newly admitted Tract to the same extent as if it had been admitted on the effective date hereof. The owners of interests in any such Tract which fails to qualify on the effective date hereof who have executed this agreement shall continue to be bound by such execution during such six (6) months period as to such interests in such Tract. In the event of such admission of additional Tract or Tracts, Exhibit "A" shall be revised, effective at the expiration of such six (6) months period, so that each such Tract shall be assigned the same percentage of participation it would have had if it had been qualified on the effective date hereof and each Tract theretofore qualified shall be assigned, in such revision, the same percentage of participation it would have had if such newly qualified Tracts had been qualified on the effective date hereof. Upon such admission of additional tracts, apportionment of production and adjustment of operating costs shall not be made retroactive, but investments and development costs incurred hereunder shall be adjusted retroactively to the effective date of this agreement.

ARTICLE 10 TITLES

10.1 Removal of Tract from Unit Area. If a Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such Tract shall be removed from the Unit Area effective as of 7:00 a.m. on the first day of the calendar month in which the failure of title is finally determined unless within ninety (90) days after the date of final determination of the failure of title, the Tract qualifies under a Section of Article 9.

to each of the tracts comprising said unit on the basis of the tract participations assigned to such tracts as set forth on Exhibit "A" to said unit agreement, and (3) the portion of the Unitized Substances so allocated to each tract in said unit shall accrue to the owners of working interests and royalty interests therein according to their respective interests.

ARTICLE 21
GENERAL

21.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

21.2 Action by Working Interest Owners. Any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

21.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNERS

Date _____

GULF OIL CORPORATION

By _____
Attorney-in-Fact

Date _____

Date _____

Date _____

ROYALTY INTEREST OWNERS

Date 5/2/84

STATE OF TEXAS

By Jack Liberson
Acting

Commissioner of the
General Land Office
S.F. Austin State Office Bldg.
Austin, Texas 78701

[Handwritten signature]

CERTIFICATE

I, Linda K. Fisher, Secretary of the School Land Board of the State of Texas, do hereby certify that a meeting of the School Land Board duly held on the 1st day of May, 1984, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 2nd day of May, 1984.

Linda K. Fisher
Linda K. Fisher, Secretary
of the School Land Board

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Gibson Secretary, Commissioner of the General Land Office, 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 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of May, 1984.

MY COMMISSION EXPIRES

Diana Dickson
Notary Public in and for
Travis County, Texas

DIANA DICKSON
GENERAL NOTARY
COMMISSION EXPIRES 5-18-87

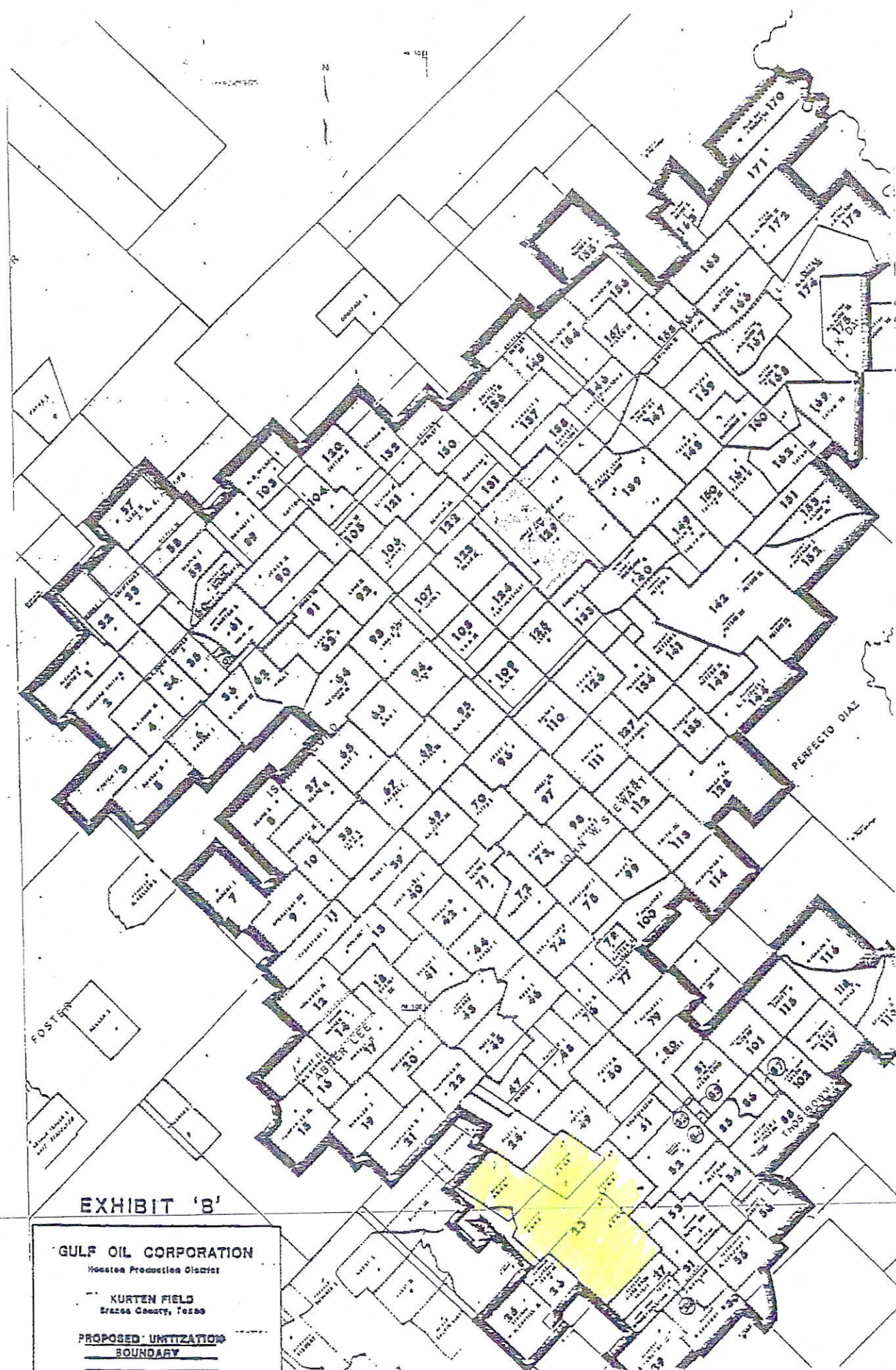


EXHIBIT 'B'

GULF OIL CORPORATION
Houston Production District

KURTEN FIELD
Brazos County, Texas

PROPOSED UNITIZATION
BOUNDARY

27

File No. MF084013

Memo to file concerning
0.48 ace vacancy within Kurten

Date Filed: 12-4-08 (Woodbine) D117
Jerry Patterson, Commissioner

By JP