MF085461

UNIT # 1786

State Lease	Control	Base File	County
MF085461	56-029973		BRAZOS

✓TERMINATION
DATE 9-1-02
LEASING Globeco Inc
MAPS
GIS MC

Survey	HIGHWAYS & PUBLIC TRANSPORTATION DE
Block	
Block Name	
Township	
Section/Tract	
Land Part	
Part Description	HIGHWAY RIGHT-OF-WAY
Acres	16.59
Depth Below	*Depth Above* / *Depth Other* See Lease
Name	MCZ INC
Lease Date	4/7/1981
Primary Term	3 yrs
Bonus ($)	$4,000.00
Rental ($)	$5.00
Lease Royalty	0.2800

Leasing:_____
Analyst:_____
Maps:_____
GIS:_____

-M-
F
F282558
0
8
5
4
6
MCZ INC
1

Texas Department of Highways and
Public Transportation

STATE LEASE

M-85461

56-~~00~~
21

(1311)

~~EXPIRED~~
RW

REINSTATED 5-25-84
RW

COUNTY:	Brazos
TRACT :	Highway ROW
PART :	
ACRES :	19.8
LESSEE :	MCZ, Inc.
DATE :	April 22, 1981
TERM :	3 years
BONUS :	$4,000.00 +99.00
RENTAL:	$5.00 Royalty .28000
FILE :	

56-02997-3

HASTINGS, MN
LOS ANGELES-CHICAGO-LOGAN, OH
McGREGOR, TX-LOCUST GROVE, GA
U.S.A.
11 SP83344

gp

26

Legal
Rental RW
Min. Afc
Min. Map

Page

gp

CONTENTS OF FILE NO. 85461

1. Bid 4-7-81 lb
2. Lease 4-22-81 lb
3. Field Notes 7-9-81 lb
4. Title Opinion see file M-85459 7-9-81 lb
5. Rental Payment 3-6-82
6. Lt. of Pooling Agreement 6-3-82 lm
7. See Division Order dtd 8-23-82 in 85460
8. Rental Payment 3-28-83
9. Ltr to Prodeco Expl. Inc. 2-28-84 JRF
See Letter Dated 2-28-84 in M 85459
See DO #29 in M-85460 ml
(10) Division Order 3-6-84 ml
11. Ltr. to Prodeco Expl. Inc. 4-16-84 JRF
12 Acctg. Memo 5-4-84
13. Ltr fr Prodeco Expl 12-18-84
(9) See Unit Agreement dated 6-12-84 in M 85459
See Letter Dated 4-24-84 in M 85459 (39)
See Unit Agreement Rat. (40)
See Letter Dated 5-29-85 in M 85459 (41)
See Letter Dated 6-13-85 in M 85459 (42)
See Desig. of Pooled Gas Unit in M-85460 (30)
See Pooling Request Data in M-85460 (31)
See Pooling Agreement in M-85460 (32)
14. Declaration of Pooled Unit 5-4-82
15. Correction of Decl. of Pooled Unit 5-21-82
17. Oil Unit Designation 10-20-82
18. Pooling Request Data 4-25-83
19. Unit Agreement 4-21-83
20. Ltr to MCZ, Inc 8-20-85
21. " " " " 8-20-85
22. Ltr to Lyons Petrol. Inc 8-23-85
23. Ltr. " " " " 8-23-85
24 Division Order 9-485 BM

25. Ltr to Lyons Petrol. Inc. 9-24-85
26. Ltr to MCZ, Inc 10-4-85
27. Ltr to " " 10-8-85
28. Letter to Bryan Medline Grading Co Inc 10-16-85
29. Ltr from MCZ dtd 9-30-85
30. Ltr to MCZ dtd 11-7-85
31. Division Order 2-10-86 DLM
32 Division Order 3-22-86
33 Division Order 4-8-86
34 Division Order 1-15-86
35. Ltr. from Merit Energy (Pooling Apt + Agreement)
SEE ITEMS #68 & #69 IN M-85459
36. Notice of termination 12-7-11
Lease terminated 9-1-02
Scanned sm 05/26/2022

85461

MINERAL LEASE APPLICATION
(Oil and Gas Lease)
(Bid Form)

RECEIVED IN THE GENERAL LAND OFFICE ON OR BEFORE
RECEIVED 10 A.M. APR 7 - 1981

To the Commissioner of the General Land Office
and the School Land Board
Austin, Texas

APR 23 1981
General Land Office

By virtue of Article 5421c, Vernon's Civil Statutes, and other applicable laws, providing for the leasing of river beds and channels, unsold surveyed school lands, and areas within tidewater limits including islands, lakes, salt water lakes, bays, inlets, marshes, reefs, the bed of the sea, and that portion of the Gulf of Mexico within the jurisdiction of the State of Texas, I herewith tender my application for the following area:

Mgl. No.	Survey	Tract	Blk	Tsp	Original Grantee	Acres	Designated Area	County
1324	10	130B			S. F. Austin & M. E. Foster	19.8	U.S.190(S.H.21)	Brazos

(Only one tract may be included in this application, and it must be described the same as in the advertised list).

I accept and agree to the terms and requirements of said statutes, and I agree to pay to the State of Texas at the General Land Office, Austin, Texas, .28000 of the gross production of oil and/or gas, or the value of same that may be produced thereon.

And beginning with the second year of the lease, I agree to pay delay rental in the sum of $5.00 per acre, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term of my lease.

If production in commercial quantities should be secured within the three-year primary term, or any extension thereof, my lease shall continue as long thereafter as oil or gas is produced therefrom in commercial quantities.

IN ADDITION TO THE ABOVE, I HEREBY BID AND ENCLOSE HEREWITH AS A CASH BONUS THE SUM OF Four Thousand and No/100 ($4,000.00) ---------- 104942 ~~93344~~ ---------- ~~93345~~ ---------- 104943 DOLLARS.

There is also attached remittance in the amount of Forty and No/100 ($40.00) ---------- Dollars, being 1% of the cash bonus offered as a special sale fee as provided in Article 5382d-1, Vernon's Civil Statutes.

PLEASE COMPLETE (ONE DIGIT PER SPACE)

MARGINAL NO. 1 3 2 4

APPLICANT: M C Z , I n c . _ _ _ _ _

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

ROYALTY: . 2 8 0 0 0

BONUS: $_ _, _ _ 4, 0 0 0. 0 0

April 3, 1981
(Date)

MCZ, Inc.

By: M. C. Zeid
(Applicant) M. C. Zeid, President

Ten Ten Lamar, Suite 380
(Address)

Houston, Texas 77002
(Post Office)

4-2-74

161

CERTIFICATE

I, _____, Secretary of the School Land Board, do hereby certify that at a regular meeting of said Board held in the General Land Office, Austin, Texas, on the _____ day of _____, A. D., 19____, the above application No. _____ was _____, all of which is shown in Vol. _____, Page _____, of the Minutes of said Board.

Given under my hand this the _____ day of _____, A. D., 19_____, at Austin, Texas.

_____
Secretary of the School Land Board

APPLICATION NO._____

April 27, 1981

MCZ, Inc.
Suite 380
Ten Ten Lamar
Houston, Texas 78002

Attention: Mr. M. C. Zeid

Re: Bids received at the April 7, 1981
oil, gas and other minerals lease
sale, Marginal Numbers 1322 thru 1324

Gentlemen:

The Board for Lease of State Department of Highways and Public Transportation met on April 22, 1981 and accepted the high bids submitted by you at the April 7, 1981 lease sale, with the condition that the bidder furnish the General Land Office, within 90 days from April 22, 1981, satisfactory title insurance or a title opinion from an attorney.

We are enclosing a copy of the minutes of the April 22, 1981 Board for Lease meeting and the "Tabulation of Bids".

If you have any questions, please contact Jack Giberson, Chief Clerk of the General Land Office, 512 475-2496.

Sincerely,

Bob Armstrong

By

Linda K. Fisher, Secretary
Board for Lease of State
Department of Highways
and Public Transportation

LKF/lrm
Enclosures

①
M-85461
Bid
4-7-81

TDC, TP&W, PAU,
TCIA Lease Form
Revised 1978

OIL AND GAS LEASE NO. 85461
GENERAL LAND OFFICE
AUSTIN, TEXAS

WHEREAS, pursuant to the provisions of Chapter 34, Subchapter H Of Chapter 52 and Section 52.133 of the Natural Resources Code (hereinafter called N.R.C.) and all other applicable statutes and amendments thereto, and subject to all rules and regulations adopted by the hereinafter named Board for Lease, the following described land in Brazos County, Texas, to-wit:

19.8 acres of land, more or less, of U.S. Highway 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and M.E. Foster Survey, more particularly described in Exhibit "A" attached hereto and made a part hereof,

was, after being duly advertised, offered for lease on the 7th day of April, 1981, at 10:00 o'clock A.M., by the Commissioner of the General Land Office of the State of Texas and the Board for Lease of State Department of Highways and Public Transportation for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described land; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the Board for Lease of State Department of Highways and Public Transportation at a regular meeting thereof in the General Land Office on the 22nd day of April, 1981, and it was found and determined that MCZ, Inc. whose address is Ten Ten Lamar, Suite 380, Houston, Texas 77002, had offered the highest and best bid for a lease of the land above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Bob Armstrong, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor", whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of Four Thousand and no/100 dollars ($4,000.00), receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto MCZ, Inc., Lessee, the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid land upon the following terms and conditions, to-wit:

1. Subject to the other provisions hereof, this lease shall be for a primary term of three (3) years from April 22, 1981, and as long thereafter as oil and gas, or either of them, is produced from said land in paying quantities.

2. On or before one year from April 22, 1981, and annually thereafter for each of the following years during the life of this lease, Lessee shall pay to the Commissioner of the General Land Office, Austin, Texas, an annual rental of Five and no/100

_____ dollars ($ 5.00) per acre, unless oil and/or gas is being produced in paying quantities. This lease shall terminate upon failure to make such payment on or before the anniversary date. When royalties paid during any year during the life of this lease equal or exceed the annual rental, no annual rental will be due for the following year; otherwise, there shall be due and payable on or before the anniversary date hereof Five and no/100 _____ dollars ($ 5.00) per acre less the amount of royalties paid during the preceding year. *Notwithstanding any other terms in this lease, royalty and/or rental in no event shall be less than Ninety-nine and no/100 dollars ($ 99.00) per year, regardless of the number of acres that may produce and regardless of acreage that may be forfeited. For the purpose of calculating the rental payments provided for herein, the land covered by this lease shall be said to comprise 19.8 acres, until an actual survey may have been made and approved by the Commissioner of the General Land Office, after which rentals shall be calculated on the number of acres shown to be in the lease by such survey.

3. When production of oil and/or gas is secured, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office at Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, .28000 part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or 2) the highest market price thereof offered or paid for the field where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greatest. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) .28000 part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

For the purpose of this lease "field" means the general area in which the land covered by this lease is located.

*Subject, however, to Paragraph 21.

(C) As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, .28000 part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on 100% of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons, F.O.B. at the plant in which said gas is processed), whichever is the greater.

(D) As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead", "dry" or any other gas, by fractionating, burning or any other processing, .28000 part of the gross production of such products, or the market value thereof, at the option of the Lessor, such market value to be determined as follows:

(1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
(2) On the basis of the average gross sale price for each of the products for the same month in which such products are produced, whichever is the greater.

(E) Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products hereunder ready for sale or use.

(G) No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

4. Unless Lessor elects to take the royalties stipulated in this lease in kind, all royalties which are required to be paid hereunder to the

Commissioner of the General Land Office shall be due and payable in the following manner: Royalty on oil shall be due and payable on or before the 5th day of the second month succeeding the month of production, and royalty on gas shall be due and payable on or before the 15th day of the second month succeeding the month of production, accompanied by an affidavit completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all supporting documents and records required by law to confirm the gross production, disposition and market value. A copy of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts shall be filed with the General Land Office within thirty (30) days after entering into or making such contracts, agreements or amendments. The books, accounts and all other records pertaining to production, transportation, sale and marketing shall at any time be subject to inspection and examination by the Land Commissioner, the Attorney General, the Governor, or the representative of either. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid. Any royalty not paid or affidavits and supporting documents not filed when due shall become delinquent and shall have added to the sum owing a delinquency penalty of one percent (1%) of such sum for each thirty (30) day period of delinquency or a fractional period thereof; provided, however, that each such penalty shall never be less than Five Dollars ($5.00). Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law. The State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

5. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease.

6. This lease contemplates the reasonable development, for the minerals hereby covered, of the above described land, including the putting down of as many wells as the facts may justify. Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, rentals, nor royalties paid or to be paid hereunder, shall relieve Lessee from the obligations herein expressed.

7. If oil and/or gas shall be produced in paying quantities in a well on land privately owned, which well is within one thousand feet of the area included herein, or in any case where the land covered by this lease is being drained, Lessee shall, within sixty (60) days after such initial production on such private land, begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease. Such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of this area, and the lessee, manager, or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in paying quantities.

8. All rights purchased may be assigned. All assignments must be recorded in the county or counties where the area is located and the recorded assignment or a certified copy of same shall be filed in the General Land Office within one hundred days from the date of the first acknowledgment thereof accompanied by ten cents (10¢) for each acre assigned and a filing fee of Five Dollars ($5.00), and unless so filed and payment made the assignment shall not be effective.

9. All rights to any whole tract or to any assigned portion thereof may be relinquished to the State at any time by having an instrument of relinquishment recorded in the county or counties where the area is located and filing the recorded relinquishment or certified copy of same in the General Land Office, accompanied by a filing fee of Five Dollars ($5.00). Such relinquishment shall not have the effect of releasing the Lessee from any obligation or liability theretofore accrued in favor of the State.

10. If Lessee should fail or refuse to make payment of any sum due, either as rental on this lease or for royalty on the production, within thirty (30) days after it shall become due, or if the Lessee or his authorized agent should knowingly make any false return or false report concerning production, royalty or drilling, or if Lessee should fail or refuse to drill any offset well or wells in good faith as required by this lease and the rules and regulations adopted by the Board for Lease of State Department of Highways and Public Transportation, or if Lessee or his agent should refuse the proper authority access to the records and other data pertaining to operations under this lease, or if such Lessee or his authorized agent should knowingly fail or refuse to furnish the log of any well as provided herein, or if Lessee should violate any of the material provisions of this lease, this lease shall be subject to forfeiture by the Commissioner of the General Land Office, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. Forfeitures may be set aside and this lease and all rights thereunder reinstated at any time before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative thereto.

11. Subject to the provisions of Paragraph 2 above, if at the expiration of the primary term neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, or if, after the expiration of the primary term, production of oil or gas on the leased premises after once obtained should cease from any cause, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in gas well royalties or compensatory royalties is made as hereinabove provided. Lessee shall give written notice to the Commissioner of the General Land Office within five (5) days of any cessation of production.

12. If, at the expiration of the primary term or at any time thereafter, there is located on the leased premises a well or wells capable of producing gas in paying quantities and such gas is not otherwise produced for lack of a suitable market and this lease is not otherwise being maintained in force and effect, Lessee may pay as royalty a sum of money equal to double the annual rental provided for in this lease, but in no event to be less than $1,200.00 per annum for each well capable of producing gas in paying quantities; such payment shall be made prior to the expiration of the primary term of this lease or if the primary term has expired within sixty (60) days after Lessee shuts in such well or ceases to produce gas therefrom or within sixty (60) days after this lease ceases to be otherwise maintained in force and effect; and if such payment is made, this lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this lease for a period of one (1) year from the end of the primary term or, if after the primary term, from the first day of the month next succeeding the month in which such well was shut in or production ceased or this lease ceased to be maintained in force and effect; and thereafter, if no suitable market for such gas exists, Lessee may extend this lease for four (4) additional and successive periods of one (1) year each by the payment of a like sum of money each year as above provided, on or before the expiration of the extended term. Provided, however, that if, while this lease is being maintained in force and effect by payment of such shut-in gas well royalty, gas should be sold and delivered in paying quantities from a well situated within 1,000 feet of the leased premises and completed in the same producing reservoir, or in any case where drainage is occurring, the right to further extend this lease by such shut-in gas well royalty payments shall cease and this lease shall remain in force and effect for the remainder of the current one-year period for which the shut-in gas well royalty has been paid and for an additional period not to exceed five (5) years from the expiration of the primary term by payment by Lessee of compensatory royalty

at the royalty rate provided for herein, of the value at the well of production from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within 1,000 feet of or draining the leased premises on which such shut-in gas well is situated, such compensatory royalty to be paid monthly to the Commissioner of the General Land Office beginning on or before the last day of the month next succeeding the month in which such gas is sold and delivered from the well situated within 1,000 feet of or draining the leased premises and completed in the same producing reservoir, provided further that in the event such compensatory royalties paid in any twelve-month period are in an amount less than the annual shut-in gas well royalties provided for herein, Lessee shall pay an additional sum of money equal to the difference between such compensatory royalties paid and such shut-in gas well royalties within thirty (30) days from the end of such twelve-month period; provided further that nothing herein shall relieve Lessee of the obligation of reasonable development, nor of the obligation to drill offset wells as required by law.

13. Written notice of all operations on a State of Texas lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator within five (5) days of spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill, well tests, completion reports and plugging records.

(A) Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for.

(B) Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, or all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

14. Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

15. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level off all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

16. Lessee shall erect, at a distance not to exceed 25 feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of

a multiple header system, each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Such signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances, or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

18. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Board for Lease of State Department of Highways and Public Transportation in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the Board for Lease of State Department of Highways and Public Transportation) and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased premises, provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term.

19. The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

20. No natural gas or casinghead gas, including both associated and nonassociated gas, produced from the mineral estate subject to this lease may be sold or contracted for sale to any person for ultimate use outside the state unless the Railroad Commission of Texas, after notice and hearing as provided in Title 3 of the N.R.C., finds that:

(a) the person, agency, or entity that executed the lease in question does not require the natural gas or casinghead gas to meet its own existing needs for fuel;

(b) no private or public hospital, nursing home, or other similar health-care facility in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(c) no public or private school in this state that provides elementary, secondary, or higher education requires the natural gas or casinghead gas to meet its existing needs for fuel;

(d) no facility of the state or of any county, municipality, or other political subdivision in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(e) no producer of food and fiber requires the natural gas or casinghead gas necessary to meet the existing needs of irrigation pumps and other machinery directly related to this production; and

(f) no person who resides in this state and who relies on natural gas or casinghead gas to provide in whole or part his existing needs for fuel or raw material requires the natural gas or casinghead gas to meet those needs;

provided, however, after notice and hearing as provided in Title 3 of the N.R.C., the Railroad Commission of Texas may grant exceptions to the provisions of Subchapter H of Chapter 52 of the N.R.C. if it finds and determines that enforcement of such provisions:

(1) would cause physical waste as defined in Title 3 of the N.R.C.;

or

(2) would unreasonably deny to the lessee an opportunity to produce economically hydrocarbons from the land subject to this lease.

21. It is agreed that if this lease covers a less interest in the oil and gas on, in or under all or any part of said land than the entire and undivided fee simple estate therein, whether or not this lease purports to cover the whole or a fractional interest, then the royalties (including shut-in gas royalties) and rentals accruing from any part as to which this lease covers less than such full interest shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein.

22. Notwithstanding any other provisions of this lease to the contrary:

a. No drilling, exploration or other entry upon the surface of the land will be permitted, it being understood that all operations for exploration or recovery of oil and gas by lessee will be permissible so long as all such surface operations are located outside the leased area.

b. No use of surface or underground water from the leased land will be permitted.

IN TESTIMONY WHEREOF, Witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, this 8th day of July, 19 81, but effective as of April 22, 19 81.

Bob Armstrong

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

Approved
Audit
Legal
Engineering
Geology
Execution

Brazos County
U. S. 190 (S.H. 21)
Control 117-1-1
No. 130B

Exhibit "A"

19.8 acres of land, more or less, of U.S. Highway 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and M.E. Foster Survey in Brazos County, Texas, said 19.8 acres of land being described in conveyances to the State of Texas from Charles Marino, recorded in Volume 78, Page 282 and Volume 78, Page 283; Guiseppe Bogarello, et ux, recorded in Volume 78, Page 373; First National Bank of Bryan, Texas, recorded in Volume 78, Page 326; R.J. Cole, et al, recorded in Volume 78, Page 366 and D.J. McDonald, recorded in Volume 78, Page 309 of the Deed records of Brazos County, Texas, and more particularly described to-wit:

Being a strip of land generally 100 feet in width, 50 feet each side of the highway centerline described as follows:

Beginning at a point on the centerline of U.S. 190 (S.H. 21) at Centerline Station 1116+63;

1. Thence along the highway centerline North 37° 53' East, a distance of 7,325.8 feet to the P.C. of a 1 degree curve to the right;

2. Thence around said curve, a distance of 520.0 feet to the P.T. of said curve;

3. Thence along the highway centerline North 43° 05' East, a distance of 779.2 feet to a point at Centerline Station 1202+88 and being as indicated on the official right of way map which is on file with the Department of Highways and Public Transportation and identified under Control No. 117-1-1, said tract of land containing 19.8 acres of land, more or less.

OIL AND GAS LEASE NO. M-85461 (2)

DATE 4-22-8 BY lo

~~Item 18~~

Brazos County
U.S. 190 (S.H. 21)
Control 117-1-1
No. 130B

Exhibit "A"

Being 19.8 acres of land, more or less, of U.S. Highway 190 (S.H. 21) ~~right of way~~ in the Stephen F. Austin No. 10 Survey and M. E. Foster Survey in Brazos County, Texas, ~~Said~~ said 19.8 acres of land being ~~conveyed~~ described in conveyances to the State of Texas ~~by conveyance~~ from Charles Marino, recorded in Volume 78, Page 282 and Volume 78, Page 283; Guiseppe Bogarello, et ux, recorded in Volume 78, Page 373; First National Bank of Bryan, Texas, recorded in Volume 78, Page 326; R. J. Cole, et al, recorded in Volume 78, Page 366 and D. J. McDonald, recorded in Volume 78, Page 309 of the Deed records of Brazos County, Texas, and ~~other highway right of way~~ more particularly described to-wit:

Being a strip of land generally 100 feet in width, 50 feet each side of the highway centerline described as follows:

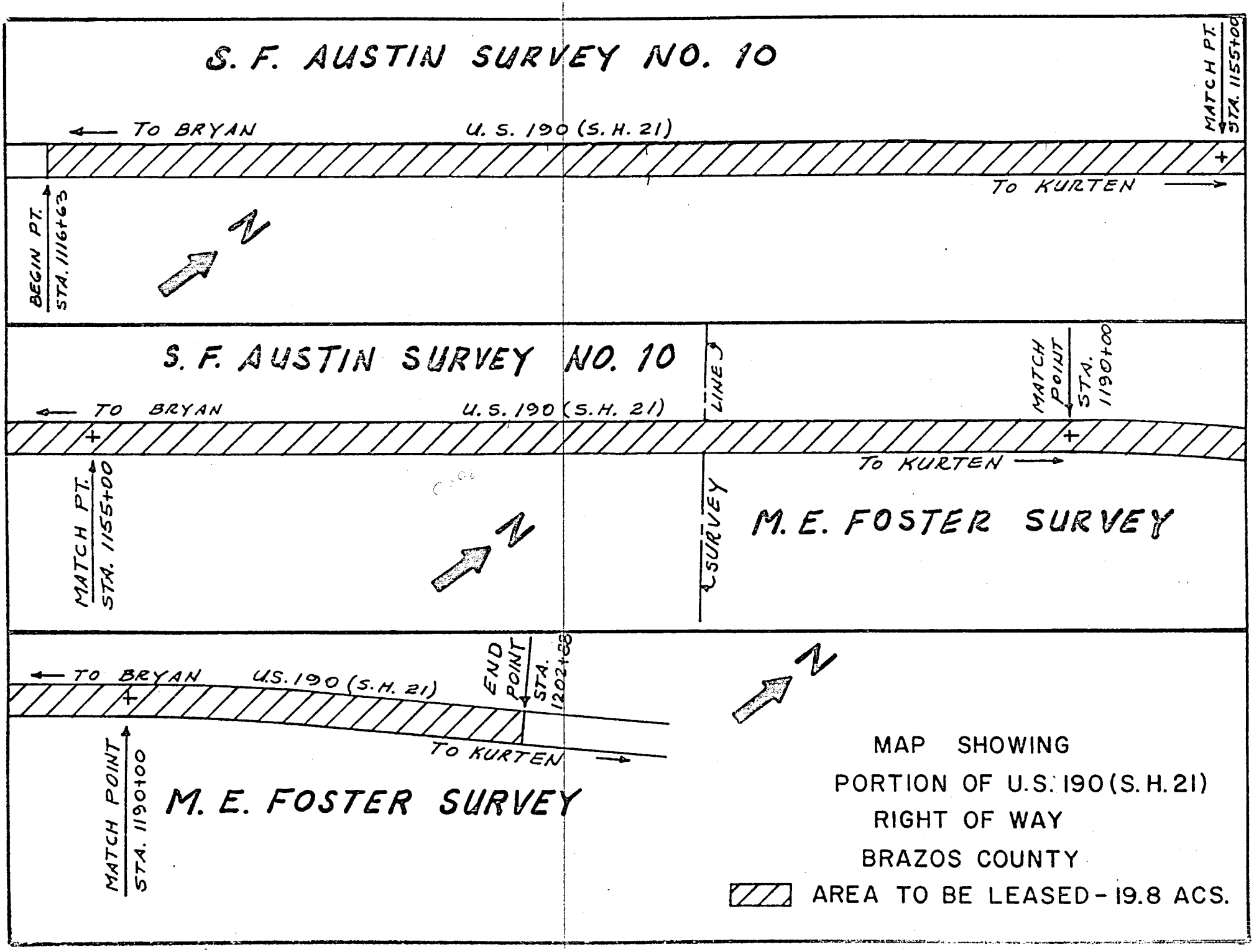
Beginning at a point on the centerline of U.S. 190 (S.H. 21) at Centerline Station 1116+63;

1. Thence along the highway centerline North 37° 53' East, a distance of 7,325.8 feet to the P.C. of a 1 degree curve to the right;

2. Thence around said curve, a distance of 520.0 feet to the P.T. of said curve;

3. Thence along the highway centerline North 43° 05' East, a distance of 779.2 feet to a point at Centerline Station 1202+88 and being as indicated on the official right of way map which is on file with the Department of Highways and Public

Transportation and identified under Control No. 117-1-1, Said tract of land containing 19.8 acres of land, more or less.


S. F. AUSTIN SURVEY NO. 10
MATCH PT. STA. 1155+00
TO BRYAN
U. S. 190 (S. H. 21)
TO KURTEN
BEGIN PT. STA. 1116+63
N
S. F. AUSTIN SURVEY NO. 10
LINE
MATCH POINT STA. 1190+00
TO BRYAN
U. S. 190 (S. H. 21)
TO KURTEN
MATCH PT. STA. 1155+00
SURVEY
M. E. FOSTER SURVEY
N
END POINT STA. 1202+68
TO BRYAN
U.S. 190 (S. H. 21)
TO KURTEN
MATCH POINT STA. 1190+00
M. E. FOSTER SURVEY
N
MAP SHOWING
PORTION OF U.S. 190 (S. H. 21)
RIGHT OF WAY
BRAZOS COUNTY
AREA TO BE LEASED - 19.8 ACS.

(3)
M-85461
Field Notes
7-9-81

STANDARD FORM NO. 156 — Pound Printing & Stationery Co., 2325 Fannin, Houston, Texas 77002, (713) 659-3159

MCZ, INC.

NAME OF COMPANY

Check No. 4196 1 Date March 19 82

MCZ, INC. has this day deposited ~~in~~ with Commissioner of the General Land Office, State of Texas, Austin, Texas the sum of Ninety-Nine and No/100 ---------- Dollars, for the credit of persons named below in amounts stated in payment of Delay Rental, under oil and gas lease dated 22nd day of April 19 81 and recorded in Vol. 40, Page 144, O&G Records Brazos County or Parish and State of Texas

from 04/22/82 to 04/22/83 covering 19.8 acres of land, more or less, of U. S. Highway 190 (S. H. 21) in the Stephen F. Austin No. 10 Survey and M. E. Foster Survey, Brazos County, Texas ---------- STATE LEASE NUMBER 85461

LEASE NO.	FOR CREDIT OF	AMOUNT	COUNTY	ACRES
375	Commissioner of the General Land Office State of Texas Austin, Texas	$99.00	Brazos	19.8

73738

Bryan

TO BE RETAINED BY BANK OR SENT TO LANDOWNER

Sign Here _____

By _____

Date Received _____

M-85461
Rental Payment
3-6-82

June 3, 1982

MCZ, Inc.
P. O. Box 52486
Houston, Texas 77052

Attention: Ms. Alice R. Bell

Re: Oil Pooling Agreement
State Lease M-85461
Patranella Oil Unit 1
Brazos County, Texas

Gentlemen:

The captioned agreement was approved by the Board for Lease of State Department of Highways and Public Transportation at its regular meeting of May 27, 1982.

Please submit fully executed copies of the unitization agreement, in duplicate, using the enclosed form of our pooling agreement, so that we may circulate same for execution.

Sincerely,

Bob Armstrong

By

Linda K. Fisher, Secretary
Board for Lease of State-owned Lands
Phone 512 475-2071

LKF/lrm
Enclosure

(6) M-85461
Pooling Agreement letter
6/3/92 lrm

THIS CHECK IS IN FULL SETTLEMENT OF Delay Rental - HEREBY PAID THE PARTY OR PARTIES NAMED BELOW UNDER THE TERMS OF THE Oil and Gas LEASE DESCRIBED BELOW FOR THE PERIOD STATED.

LEASE: (375) State of Texas M-85461 PROSPECT Bryan North

LEASE DATED			RECORDED IN RECORDS OF COUNTY OR PARISH	STATE	BOOK	PAGE	ACREAGE COVERED MORE OR LESS	RENTAL FOR PERIOD	
MO.	DAY	YEAR						FROM	TO
04	22	81	Brazos	TX	40	144	* 19.8	04-22-83	04-22-84

*19.8 acres, more or less, of U. S. Highway 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and M. E. Foster Survey, Brazos County, Texas ---- State Lease Number 85461

FOR THE CREDIT OF:

Commissioner of the General Land Office
State of Texas
Austin, Texas

$99.00

89807

121

MCZ INC.
HOUSTON, TEXAS

MCZ INC.

P.O. BOX 52486 • HOUSTON, TEXAS 77052

No. 126

VENDOR NO.	CHECK DATE
	3-22-83
PAY THIS AMOUNT	
****$99.00****	

MCZ Inc.
Rental Account

PAY EXACTLY **********99 DOLLARS AND ******00 CENTS

TO THE ORDER OF Commissioner of the General Land Office
State of Texas
Austin, Texas

Capital National Bank
Houston, Texas

NON-NEGOTIABLE

THIS CHECK IS IN FULL SETTLEMENT OF Delay Rental HEREBY PAID THE PARTY OR PARTIES NAMED BELOW UNDER THE TERMS OF THE Oil and Gas LEASE DESCRIBED BELOW FOR THE PERIOD STATED.

LEASE: (375) State of Texas M-85461 PROSPECT Bryan North

LEASE DATED			RECORDED IN RECORDS OF COUNTY OR PARISH	STATE	BOOK	PAGE	ACREAGE COVERED MORE OR LESS	RENTAL FOR PERIOD	
MO.	DAY	YEAR						FROM	TO
04	22	81	Brazos	TX	40	144	* 19.8	04-22-83	04-22-84

*19.8 acres, more or less, of U. S. Highway 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and M. E. Forster Survey, Brazos County, Texas ---- State Lease Number 85461

FOR THE CREDIT OF:

Commissioner of the General Land Office $99.00
State of Texas
Austin, Texas

LESSOR'S COPY

(8) M-85461

Rental Payment

3-28-83

IMPORTANT: **RETAIN WHITE COPY AND RETURN YELLOW COPY WITH REQUESTED DOCUMENTS.**

February 28, 1984

Prodeco Exploration, Inc.
15311 Vantage Parkway West
Houston, TX 77032

RE: State Lease M-85461
Pults Oil Unit II Lease
Kurten (Woodbine) Field
Brazos County, Texas

Gentlemen:

Our records indicate production was secured from the subject lease during May, 1982. 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 (679900). 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,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858
TB/jrf
Enclosures

M. D. M-85461

CORRESPONDENCE FILE

To Prodeco Expl. Inc.

(9)

From

Dated 2-28-84

March 6, 1984

Prodeco Exploration, Inc.
15311 Vantage Parkway West
Suite 160
Houston, TX 77032

ATTENTION: DIVISION ORDER DEPARTMENT

RE: State Lease M-85461
Pults Oil Unit II
Brazos County, Texas
Division Order No. 165351001

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: (512) 475-2858

jrf
Enclosure
Copy of Division Order

(10)

M. F. 85461
CORRESPONDENCE FILE
TO
Division Order
FROM
DATED 3-6-84 ml

SECOND REQUEST

April 16, 1984

Prodeco Exploration, Inc.
15311 Vantage Parkway West
Houston, TX 77032

RE: State Lease M-85461
Pults Oil Unit II Lease
Kurten (Woodbine) Field
Brazos County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated February 28, 1984 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Charles Whitsel, Gas Supervisor
Resource Accounting
Telephone No. 512-475-2858

TB/jrf
Enclosure

M. F. m-85461

CORRESPONDENCE FILE

(11)

To Prodeco Expl., Inc.

From

Dated 4-16-84

MINERAL ACCOUNTING
MEMORANDUM

(File in "B" File)

RE: M- 85461

Operator _____

Lease _____

County _____

Split from M-_____
which is

☐ Producing

☐ Nonproducing

		Date	Name
FROM:	Mineral Accounting	5-4-84	Ray Wagenfuhr
TO:	Exploration & Development	_____	_____
TO:	Legal	_____	_____

NONPRODUCING

___ Delay Rental Due On _____ Not Received

___ Primary Term Expired 4-22-84

PRODUCING STATUS

OIL: No production reported from _____ (mo./year) through _____ (mo./year)

Oil Royalty Status: ☐ Due $_____ ☐ Royalty paid in full

Name _____

GAS: No production reported from _____ (mo./year) through _____ (mo./year)

Gas Royalty Status: ☐ Due $_____ ☐ Royalty paid in full

Name _____

RENTAL:

MAPS: No location 5-10-84

REINSTATED 5-25-84

GLO-RA-12-(1-82)

X

(12) M-85461
Acctg. Memo
5-4-84

PRODECO EXPLORATION, INC.

15311 Vantage Parkway West Suite 160
Houston, Texas 77032
Phone: (713) 442-0864 Telex: 9108805005
3M 9600: (713) 442-1645

December 18, 1984

State of Texas
Lease #85461
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

RE: State of Texas Lease #85461
Pults Oil Unit II

Gentlemen:

Enclosed please find check No. 2649 for payment for royalty for production on the above subject lease from inception, May 1982, to September 1984. Past calculations for payment have reflected processing fees from the gross revenues in error. This enclosed check in the amount of $5,275.66 should bring us up to date for the total amount owing the State of Texas.

Please be assured that future payments from this date forward will be timely, withholding no fees or costs from the gross revenues.

We are sorry for our delay in meeting our responsibilities in this matter. If you need any further information or have any questions, please do not hesitate to call Jeannie Patterson (713) 442-0864.

Very truly yours,

PRODECO EXPLORATION, INC.

J E Jefferson

J. E. Jefferson
Vice President

JEJ/jwp

Enclosure

M.F. # 85461

CORRESPONDENCE FILE

TO _____

FROM Produce Expl. Inc

DATED 12-18-84

INDEX # 13

13-30-84

225018

Date Recorded 5-5-82

FILED
At 9:30 O'clock A. M
MAY 4 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Linda Berry Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

That the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain tracts of land in Brazos County, Texas, do, by virtue of the authority conferred by the terms of said oil, gas and mineral leases and all amendments, authorizations and corrections thereto, now or subsequently acquired, hereby pool, consolidate, combine and unitize said oil, gas and mineral leases, and other mineral and royalty interests owned by the parties hereto, as to production of oil, gas and associated hydrocarbons, to form a pooled unit in and under the lands described in and shown on Exhibit "B", attached hereto and made a part hereof for all purposes, (which lands are referred to herein as "Unit Acreage"), and do hereby pool, consolidate, combine and unitize the royalties, working interests, overriding royalties, production payments, and other interests pertaining to said leases and the Unit Acreage and the production therefrom as to the oil, gas and associated hydrocarbons, in and under such Unit Acreage, to form an operating production unit known as the Lyons Petroleum, Inc. - Texas General Properties Unit No. 1 (hereinafter referred to as "Unit"), containing a total of 160 acres, more or less, as described in and shown on Exhibit "B" for the production of oil, gas, and associated hydrocarbons from an oil or gas well or wells on said Unit. An "oil well" as used herein means a well that is recognized as an oil well by the Railroad Commission of Texas. A "gas well" as used herein means a well that is recognized as a gas well by the Railroad Commission of Texas. This Unit includes all production from any oil or gas well located on the Unit Acreage.

The production of such oil, gas and associated hydrocarbons from a well on any part of said Unit Acreage shall constitute production of such substances from all of the leases contained in such Unit. Drilling or reworking operations or other operations conducted on said lands or leases within such Unit for the production of oil, gas, and associated hydrocarbons covered by this Declaration of Pooled Unit shall constitute such operations for the production of such substances on all lands and leases included within the Unit.

All oil, gas and associated hydrocarbon production from the Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of such tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit.

It is the intention of the undersigned to include, and they do hereby include, in said Unit all leases and other mineral or royalty interests which the undersigned now own covering the said Unit and any additional lease or leases or mineral or royalty interests which may be subsequently acquired or pooled herein by the undersigned, covering all or any part of the Unit during the time said Unit remains effective.

This Unit hereby created shall become effective when a copy of this Declaration is filed for record in Brazos County, Texas, and shall remain in force for 60 days and as long thereafter as (1) there is a well on said Unit producing or capable of producing oil, gas, and/or associated hydrocarbons, or (2) operations for drilling or reworking are conducted thereon with no cessation of more than 60 consecutive days.

This Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

Executed this 29th day of April, 1982.

Lyons Petroleum, Inc.

By: Flip Whitworth
Title: Agent and Attorney-in-Fact
(Flip Whitworth)

Getty Oil Company

By: R.H. Westbrook
Title: AGENT
(R.H. Westbrook)

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: _____

VOL 518 PAGE 557

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Flip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1982.

MY COMMISSION EXPIRES:

10-12-85

Dixie Lewis Hall
Dixie Lewis Hall
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Westbrook, AGENT of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1982.

MY COMMISSION EXPIRES:

9-25-84

Ruth M. Rodriguez
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

EXHIBIT "A"

Attached to and made a part of

the Declaration of Pooled Unit

for the

Lyons Petroleum, Inc., - Texas General Properties

Unit No. 1

The leases hereinafter described are each recorded in the Oil, Gas and Mineral Lease Records of Brazos County, Texas and cover, affect and apply to land situated in Brazos County, Texas.

1. Oil, gas and mineral lease dated July 17, 1981, executed by Edwin R. Pilger and wife Doris M. Pilger, as lessor, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 78, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

2. Oil, gas and mineral lease dated July 21, 1981, executed by Lorenza Hill and wife Sallie M. Hill, as lessors, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 75, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

3. Oil, gas and mineral lease dated April 12, 1978, executed by Bobby L. Holliday and Palma Holliday, as lessors, to Getty Oil Company, as lessee, recorded in Vol. 31, page 791, Oil and Gas Records, Brazos County, Texas and covering 19.42 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63 and more particularly described in said lease.

4. Oil, gas and mineral lease dated April 23, 1982, executed by Pepsi Cola Metropolitan Bottling Group, Inc. d/b/a Pepsi-Cola Bottling Group, as lessor, to Lyons Petroleum, Inc., as lessee, assigned File No 224837 of the Brazos County Records, recorded in the Oil and Gas Records, Brazos County, Texas and covering that certain tract in the S. F. Austin League No. 10, Brazos County, Texas that is more particularly described in said lease.

5. Oil, gas and mineral lease dated July 20, 1981, executed by Ray Hazelwood, as lessor, to G.S.I., Inc., as lessee, recorded in Vol. 40, page 460, Oil and Gas Records, Brazos County, Texas and covering 3 tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

6. Oil, gas and mineral lease dated September 22, 1977, executed by Con Tatum, as lessor, to R. L. Reese, as lessee, recorded in Vol. 29, page 235, Oil and Gas Records, Brazos County, Texas and covering three tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

7. Oil, gas and mineral lease dated May 4, 1977, executed by Patrick P. Ponzio, Johnny S. Lampo, Luke Centanni, Luke

Ruffino, and Ralph Morgan, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 788, Oil and Gas Records, Brazos County, Texas and covering 38.6 acres of land, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

8. Oil, gas and mineral lease dated June 2, 1977, executed by Paul Ponzio, attorney-in-fact for Ben Ponzio and wife Mary Ponzio, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 528, Oil and Gas Records, Brazos County, Texas, and covering 23 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

9. Oil, gas and mineral lease dated June 8, 1977, executed by J. A. Richards and wife Marie Richards, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 792, Oil and Gas Records, Brazos County, Texas and covering 21.24 acres, more or less, in the S. F. Austin Survey, Abstract 63, Brazos County, Texas and being more particularly described in said lease.

10. Oil, gas and mineral lease dated May 4, 1977, executed by Alma M. Bilsing, individually and as Independent Executrix of the Estate of S. W. Bilsing, and W. A. Bilsing, II, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 407, Oil and Gas Records, Brazos County, Texas and covering 48 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

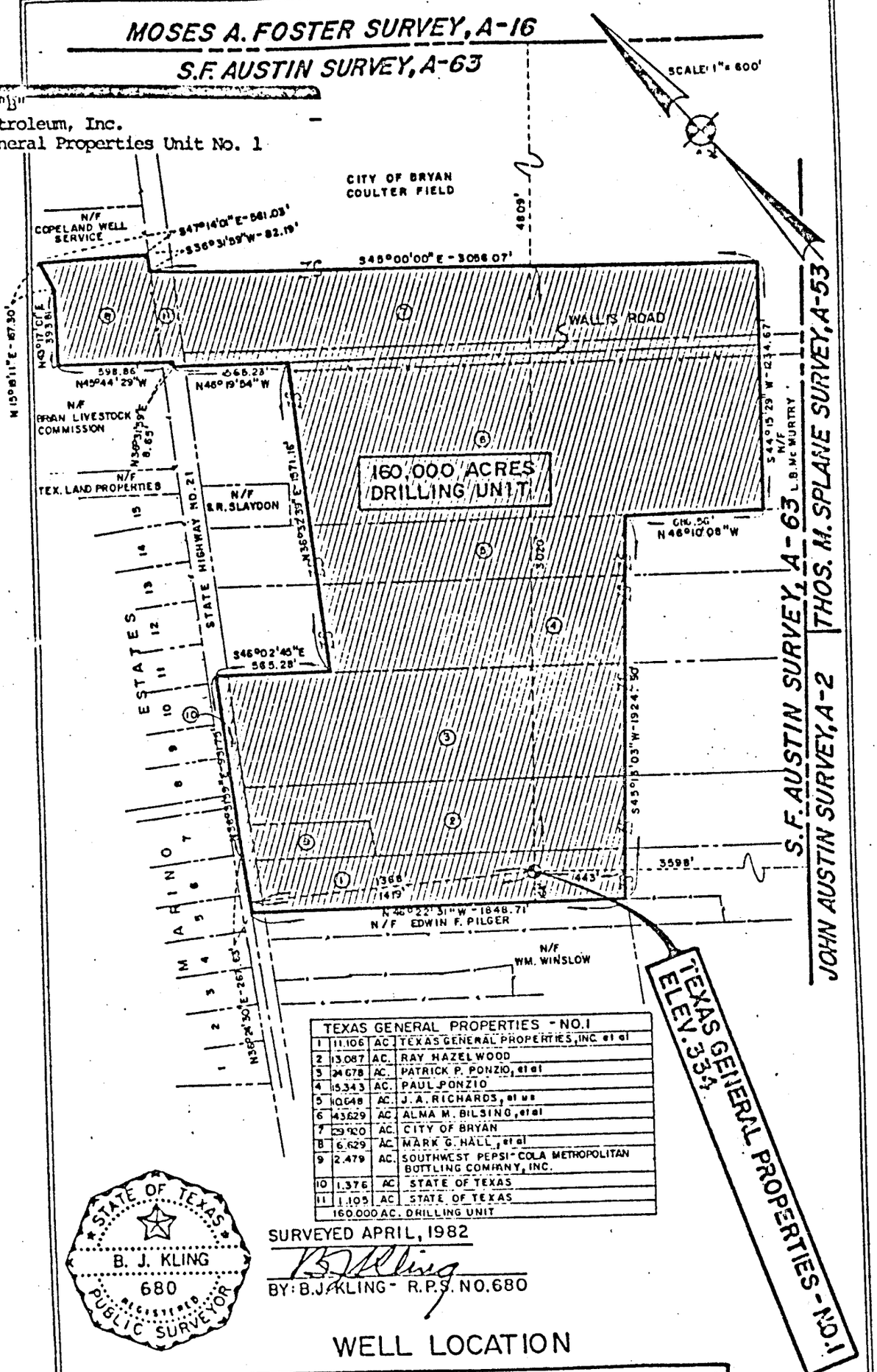
11. Oil, gas and mineral lease dated April 6, 1978, executed by the City of Bryan, Texas, as lessor, to Amalgamated Bonanza Petroleum, Ltd., as lessee, recorded in Vol. 31, page 438, Oil and Gas Records, Brazos County, Texas and covering 119¼ acres, more or less, in the S. F. Austin League No. 10, Brazos County, Texas and being more particularly described in said lease.

12. Oil and gas lease executed on July 8, 1981 but effective as of April 22, 1981 by Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, to MCZ, Inc., as lessee, recorded in Vol. 40, page 144, Oil and Gas Records, Brazos County, Texas and covering 19.8 acres, more or less, of Hwy. 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and the M. E. Foster Survey, Brazos County, Texas and being more particularly described in said lease.

13. Oil and gas lease dated October 15, 1981, executed by Mark G. Hall and Karen A. Hall as tenants in common, lessors, to G.S.I., Inc., as lessee, recorded in Vol. 42, page 237, Oil and Gas Records, Brazos County, Texas and covering 6.616 acres, more or less, in the S. F. Austin League No. 10, A-63, Brazos County, Texas and being more particularly described in said lease.

14. Oil, gas and mineral lease dated May 25, 1977, executed by First National Bank of Bryan, as lessor, to Amalgamated Bonanza Petroleum Ltd., as lessee, recorded in Vol. 26, page 516, Oil and Gas Records, Brazos County, Texas and covering 156 acres, more or less, in the S. F. Austin League No. 10 and the J. L. Martin one quarter League, Brazos County, Texas and being more particularly described in said lease.

EXHIBIT "B"
Lyons Petroleum, Inc.
Texas General Properties Unit No. 1



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J.A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.920	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC.	STATE OF TEXAS
11	1.105	AC.	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED
PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

225019

Date Recorded 5-5-82

FILED
At 2:30 O'clock P M
MAY 4 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By [signature] Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

That the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain tracts of land in Brazos County, Texas, do, by virtue of the authority conferred by the terms of said oil, gas and mineral leases and all amendments, authorizations and corrections thereto, now or subsequently acquired, hereby pool, consolidate, combine and unitize said oil, gas and mineral leases, and other mineral and royalty interests owned by the parties hereto, as to production of oil, gas and associated hydrocarbons, to form a pooled unit in and under the lands described in and shown on Exhibit "B", attached hereto and made a part hereof for all purposes, (which lands are referred to herein as "Unit Acreage"), and do hereby pool, consolidate, combine and unitize the royalties, working interests, overriding royalties, production payments, and other interests pertaining to said leases and the Unit Acreage and the production therefrom as to the oil, gas and associated hydrocarbons, in and under such Unit Acreage, to form an operating production unit known as the Lyons Petroleum, Inc. - Texas General Properties Unit No. 1 (hereinafter referred to as "Unit"), containing a total of 160 acres, more or less, as described in and shown on Exhibit "B" for the production of oil, gas, and associated hydrocarbons from an oil or gas well or wells on said Unit. An "oil well" as used herein means a well that is recognized as an oil well by the Railroad Commission of Texas. A "gas well" as used herein means a well that is recognized as a gas well by the Railroad Commission of Texas. This Unit includes all production from any oil or gas well located on the Unit Acreage.

The production of such oil, gas and associated hydrocarbons from a well on any part of said Unit Acreage shall constitute production of such substances from all of the leases contained in such Unit. Drilling or reworking operations or other operations conducted on said lands or leases within such Unit for the production of oil, gas, and associated hydrocarbons covered by this Declaration of Pooled Unit shall constitute such operations for the production of such substances on all lands and leases included within the Unit.

All oil, gas and associated hydrocarbon production from the Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of such tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit.

It is the intention of the undersigned to include, and they do hereby include, in said Unit all leases and other mineral or royalty interests which the undersigned now own covering the said Unit and any additional lease or leases or mineral or royalty interests which may be subsequently acquired or pooled herein by the undersigned, covering all or any part of the Unit during the time said Unit remains effective.

This Unit hereby created shall become effective when a copy of this Declaration is filed for record in Brazos County, Texas, and shall remain in force for 60 days and as long thereafter as (1) there is a well on said Unit producing or capable of producing oil, gas, and/or associated hydrocarbons, or (2) operations for drilling or reworking are conducted thereon with no cessation of more than 60 consecutive days.

This Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

Executed this 30th day of April, 1982.

Lyons Petroleum, Inc.

By: _____
Title: Agent and Attorney-in-Fact

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: Peggy Flanagan
Title: VICE PRESIDENT - LAND
(Peggy Flanagan)

Prodeco Exploration, Inc.

By: Rex N. Byers
Title: V.P. - G.M.
(Rex H. Byers)

Troy P. Wakefield
TROY P. WAKEFIELD

Jean B. Wakefield
JEAN B. WAKEFIELD

PARTEN WAKEFIELD 1978 TRUST

By Troy P. Wakefield, Trustee
Troy P. Wakefield, Trustee

By Jean B. Wakefield, Trustee
Jean B. Wakefield, Trustee

VOL 518 PAGE 563

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Peggy Flanagan, Vice President of MCE, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of April, 1982.

MY COMMISSION EXPIRES:

4/29/84

Notary Public in and for
~~Harris~~ Caldwell County, Texas

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared Ken J. Byrne, Vice President of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of April, 1982.

MY COMMISSION EXPIRES:

CONSTANCE G. ELSTON
Notary Public State of Texas
My Commission Expires October 29, 1985
Bonded by Alexander Leveth Lawyers Surety, Corp.

Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS X
X
COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared TROY P. WAKEFIELD, 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, 1982.

Anthony J. Miller
NOTARY PUBLIC
STATE OF TEXAS
(Anthony J. Miller)
My Commission Expires: 4-29-84

THE STATE OF TEXAS X
X
COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared JEAN B. WAKEFIEKD, 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 3 day of May, 1982.

Anthony J. Miller
NOTARY PUBLIC
STATE OF TEXAS
(Anthony J. Miller)
My Commission Expires: 4-29-84

THE STATE OF TEXAS X
X
COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared TROY P. WAKEFIELD and JEAN B. WAKEFIELD, Trustees for the PARTEN WAKEFIELD 1978 TRUST, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of May, 1982.

Anthony J. Miller
NOTARY PUBLIC
STATE OF TEXAS
(Anthony J. Miller)
My Commission Expires: 4-29-84

VOL 518 PAGE 565

EXHIBIT "A"

Attached to and made a part of

the Declaration of Pooled Unit

for the

Lyons Petroleum, Inc., - Texas General Properties

Unit No. 1

The leases hereinafter described are each recorded in the Oil, Gas and Mineral Lease Records of Brazos County, Texas and cover, affect and apply to land situated in Brazos County, Texas.

1. Oil, gas and mineral lease dated July 17, 1981, executed by Edwin R. Pilger and wife Doris M. Pilger, as lessor, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 78, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

2. Oil, gas and mineral lease dated July 21, 1981, executed by Lorenza Hill and wife Sallie M. Hill, as lessors, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 75, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

3. Oil, gas and mineral lease dated April 12, 1978, executed by Bobby L. Holliday and Palma Holliday, as lessors, to Getty Oil Company, as lessee, recorded in Vol. 31, page 791, Oil and Gas Records, Brazos County, Texas and covering 19.42 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63 and more particularly described in said lease.

4. Oil, gas and mineral lease dated April 23, 1982, executed by Pepsi Cola Metropolitan Bottling Group, Inc. d/b/a Pepsi-Cola Bottling Group, as lessor, to Lyons Petroleum, Inc., as lessee, assigned File No 224837 of the Brazos County Records, recorded in the Oil and Gas Records, Brazos County, Texas and covering that certain tract in the S. F. Austin League No. 10, Brazos County, Texas that is more particularly described in said lease.

5. Oil, gas and mineral lease dated July 20, 1981, executed by Ray Hazelwood, as lessor, to G.S.I., Inc., as lessee, recorded in Vol. 40, page 460, Oil and Gas Records, Brazos County, Texas and covering 3 tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

6. Oil, gas and mineral lease dated September 22, 1977, executed by Con Tatum, as lessor, to R. L. Reese, as lessee, recorded in Vol. 29, page 235, Oil and Gas Records, Brazos County, Texas and covering three tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

7. Oil, gas and mineral lease dated May 4, 1977, executed by Patrick P. Ponzio, Johnny S. Lampo, Luke Centanni, Luke

Ruffino, and Ralph Morgan, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 788, Oil and Gas Records, Brazos County, Texas and covering 38.6 acres of land, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

8. Oil, gas and mineral lease dated June 2, 1977, executed by Paul Ponzio, attorney-in-fact for Ben Ponzio and wife Mary Ponzio, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 528, Oil and Gas Records, Brazos County, Texas, and covering 23 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

9. Oil, gas and mineral lease dated June 8, 1977, executed by J. A. Richards and wife Marie Richards, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 792, Oil and Gas Records, Brazos County, Texas and covering 21.24 acres, more or less, in the S. F. Austin Survey, Abstract 63, Brazos County, Texas and being more particularly described in said lease.

10. Oil, gas and mineral lease dated May 4, 1977, executed by Alma M. Bilsing, individually and as Independent Executrix of the Estate of S. W. Bilsing, and W. A. Bilsing, II, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 407, Oil and Gas Records, Brazos County, Texas and covering 48 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

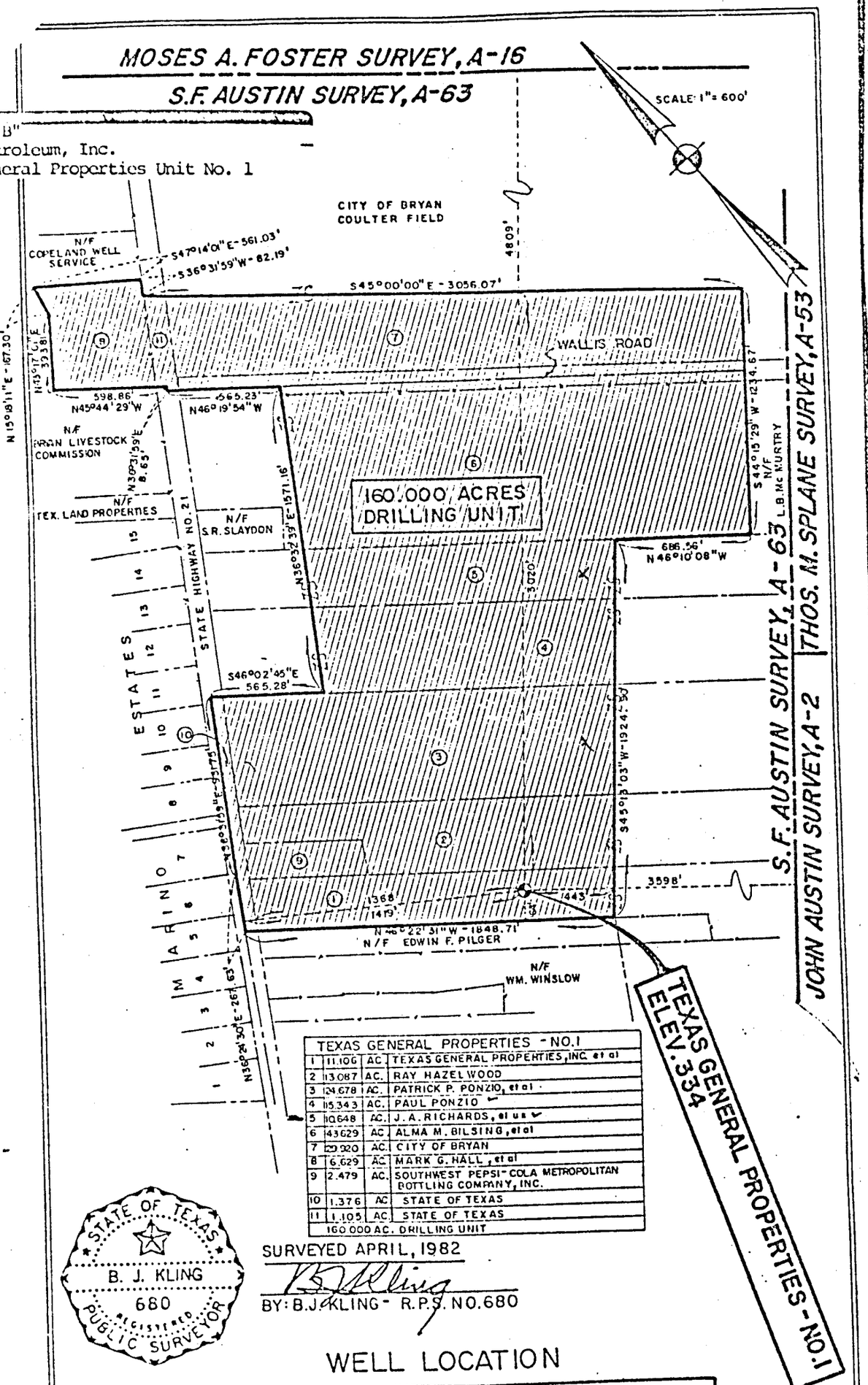
11. Oil, gas and mineral lease dated April 6, 1978, executed by the City of Bryan, Texas, as lessor, to Amalgamated Bonanza Petroleum, Ltd., as lessee, recorded in Vol. 31, page 438, Oil and Gas Records, Brazos County, Texas and covering 119¼ acres, more or less, in the S. F. Austin League No. 10, Brazos County, Texas and being more particularly described in said lease.

12. Oil and gas lease executed on July 8, 1981 but effective as of April 22, 1981 by Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, to MCZ, Inc., as lessee, recorded in Vol. 40, page 144, Oil and Gas Records, Brazos County, Texas and covering 19.8 acres, more or less, of Hwy. 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and the M. E. Foster Survey, Brazos County, Texas and being more particularly described in said lease.

13. Oil and gas lease dated October 15, 1981, executed by Mark G. Hall and Karen A. Hall as tenants in common, lessors, to G.S.I., Inc., as lessee, recorded in Vol. 42, page 237, Oil and Gas Records, Brazos County, Texas and covering 6.616 acres, more or less, in the S. F. Austin League No. 10, A-63, Brazos County, Texas and being more particularly described in said lease.

14. Oil, gas and mineral lease dated May 25, 1977, executed by First National Bank of Bryan, as lessor, to Amalgamated Bonanza Petroleum Ltd., as lessee, recorded in Vol. 26, page 516, Oil and Gas Records, Brazos County, Texas and covering 156 acres, more or less, in the S. F. Austin League No. 10 and the J. L. Martin one quarter League, Brazos County, Texas and being more particularly described in said lease.

VOL 518 PAGE 567



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	124.678	AC.	PATRICK P. PONZIO, et al
4	115.343	AC.	PAUL PONZIO
5	110.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.920	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC	STATE OF TEXAS
11	1.105	AC	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

225020

FILED
At 9:30 O'clock A M
MAY 4 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Linda Lange Deputy

Date Recorded 5-5-82

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

That the undersigned, being the owners of certain valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof for all purposes, covering and affecting certain tracts of land in Brazos County, Texas, do, by virtue of the authority conferred by the terms of said oil, gas and mineral leases and all amendments, authorizations and corrections thereto, now or subsequently acquired, hereby pool, consolidate, combine and unitize said oil, gas and mineral leases, and other mineral and royalty interests owned by the parties hereto, as to production of oil, gas and associated hydrocarbons, to form a pooled unit in and under the lands described in and shown on Exhibit "B", attached hereto and made a part hereof for all purposes, (which lands are referred to herein as "Unit Acreage"), and do hereby pool, consolidate, combine and unitize the royalties, working interests, overriding royalties, production payments, and other interests pertaining to said leases and the Unit Acreage and the production therefrom as to the oil, gas and associated hydrocarbons, in and under such Unit Acreage, to form an operating production unit known as the Lyons Petroleum, Inc. - Texas General Properties Unit No. 1 (hereinafter referred to as "Unit"), containing a total of 160 acres, more or less, as described in and shown on Exhibit "B" for the production of oil, gas, and associated hydrocarbons from an oil or gas well or wells on said Unit. An "oil well" as used herein means a well that is recognized as an oil well by the Railroad Commission of Texas. A "gas well" as used herein means a well that is recognized as a gas well by the Railroad Commission of Texas. This Unit includes all production from any oil or gas well located on the Unit Acreage.

The production of such oil, gas and associated hydrocarbons from a well on any part of said Unit Acreage shall constitute production of such substances from all of the leases contained in such Unit. Drilling or reworking operations or other operations conducted on said lands or leases within such Unit for the production of oil, gas, and associated hydrocarbons covered by this Declaration of Pooled Unit shall constitute such operations for the production of such substances on all lands and leases included within the Unit.

All oil, gas and associated hydrocarbon production from the Unit shall be allocated proportionately among all of the tracts within such Unit in the proportion that the number of surface acres in each of such tracts which are included in the Unit bears to the total number of surface acres in such Unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's respective interest in each tract within the Unit.

It is the intention of the undersigned to include, and they do hereby include, in said Unit all leases and other mineral or royalty interests which the undersigned now own covering the said Unit and any additional lease or leases or mineral or royalty interests which may be subsequently acquired or pooled herein by the undersigned, covering all or any part of the Unit during the time said Unit remains effective.

This Unit hereby created shall become effective when a copy of this Declaration is filed for record in Brazos County, Texas, and shall remain in force for 60 days and as long thereafter as (1) there is a well on said Unit producing or capable of producing oil, gas, and/or associated hydrocarbons, or (2) operations for drilling or reworking are conducted thereon with no cessation of more than 60 consecutive days.

This Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

Executed this 29th day of April, 1982.

Lyons Petroleum, Inc.

By: Flip Whitworth
Title: Agent and Attorney-in-Fact
(Flip Whitworth)

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: J.E. Harrison
Title: US ATTORNEY-IN-FACT
(J.E. Harrison)

APPROVED

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: _____

VOL 58 PAGE 570

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Flip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of April, 1982.

MY COMMISSION EXPIRES:

10-12-85

Dixie Lewis Hall
Dixie Lewis Hall
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared J. E. HARRISON, Attorney-in-Fact of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of April, 1982.

MY COMMISSION EXPIRES:

_____

Shirley B. Barnes
Notary Public in and for
_____ County, Texas

SHIRLEY B. BARNES
Notary Public In Harris County, Texas
My Commission Expires 11-2-85

VOL 518 PAGE 571

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
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 _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he exccuted the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

VOL 518 PAGE 572

EXHIBIT "A"

Attached to and made a part of

the Declaration of Pooled Unit

for the

Lyons Petroleum, Inc., - Texas General Properties

Unit No. 1

The leases hereinafter described are each recorded in the Oil, Gas and Mineral Lease Records of Brazos County, Texas and cover, affect and apply to land situated in Brazos County, Texas.

1. Oil, gas and mineral lease dated July 17, 1981, executed by Edwin R. Pilger and wife Doris M. Pilger, as lessor, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 78, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

2. Oil, gas and mineral lease dated July 21, 1981, executed by Lorenza Hill and wife Sallie M. Hill, as lessors, to Chaparral Minerals, Inc., as lessee, recorded in Vol. 40, page 75, Oil and Gas Records, Brazos County, Texas and covering 7.078 acres, more or less, in the Stephen F. Austin League No. 10, Abstract 63, Brazos County, Texas and more particularly described in said lease.

3. Oil, gas and mineral lease dated April 12, 1978, executed by Bobby L. Holliday and Palma Holliday, as lessors, to Getty Oil Company, as lessee, recorded in Vol. 31, page 791, Oil and Gas Records, Brazos County, Texas and covering 19.42 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63 and more particularly described in said lease.

4. Oil, gas and mineral lease dated April 23, 1982, executed by Pepsi Cola Metropolitan Bottling Group, Inc. d/b/a Pepsi-Cola Bottling Group, as lessor, to Lyons Petroleum, Inc., as lessee, assigned File No. 224837 of the Brazos County Records, recorded in the Oil and Gas Records, Brazos County, Texas and covering that certain tract in the S. F. Austin League No. 10, Brazos County, Texas that is more particularly described in said lease.

5. Oil, gas and mineral lease dated July 20, 1981, executed by Ray Hazelwood, as lessor, to G.S.I., Inc., as lessee, recorded in Vol. 40, page 460, Oil and Gas Records, Brazos County, Texas and covering 3 tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

6. Oil, gas and mineral lease dated September 22, 1977, executed by Con Tatum, as lessor, to R. L. Reese, as lessee, recorded in Vol. 29, page 235, Oil and Gas Records, Brazos County, Texas and covering three tracts, Tract 1 being 9.92 acres, more or less, Tract 2 being 12.68 acres, more or less, and Tract 3 being 2.0 acres, more or less, of the S. F. Austin League No. 10, all such lands being more particularly described in said lease.

7. Oil, gas and mineral lease dated May 4, 1977, executed by Patrick P. Ponzio, Johnny S. Lampo, Luke Centanni, Luke

Ruffino, and Ralph Morgan, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 788, Oil and Gas Records, Brazos County, Texas and covering 38.6 acres of land, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

8. Oil, gas and mineral lease dated June 2, 1977, executed by Paul Ponzio, attorney-in-fact for Ben Ponzio and wife Mary Ponzio, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 528, Oil and Gas Records, Brazos County, Texas, and covering 23 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

9. Oil, gas and mineral lease dated June 8, 1977, executed by J. A. Richards and wife Marie Richards, as lessors, to Troy P. Wakefield, as lessee, recorded in Vol. 26, page 792, Oil and Gas Records, Brazos County, Texas and covering 21.24 acres, more or less, in the S. F. Austin Survey, Abstract 63, Brazos County, Texas and being more particularly described in said lease.

10. Oil, gas and mineral lease dated May 4, 1977, executed by Alma M. Bilsing, individually and as Independent Executrix of the Estate of S. W. Bilsing, and W. A. Bilsing, II, as lessors, to Charles F. Decker, as lessee, recorded in Vol. 26, page 407, Oil and Gas Records, Brazos County, Texas and covering 48 acres, more or less, in the S. F. Austin League No. 10, Abstract No. 63, Brazos County, Texas and being more particularly described in said lease.

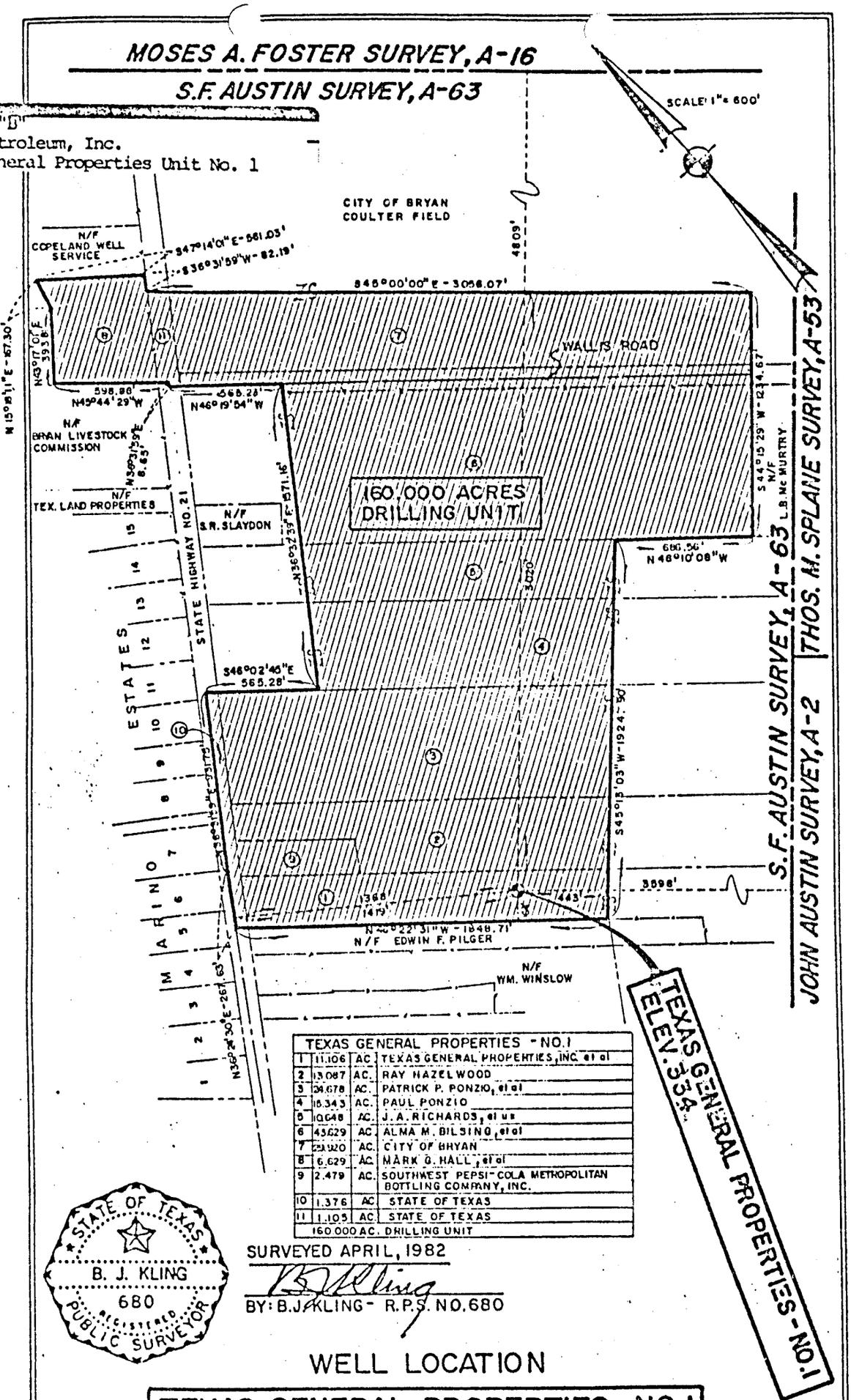
11. Oil, gas and mineral lease dated April 6, 1978, executed by the City of Bryan, Texas, as lessor, to Amalgamated Bonanza Petroleum, Ltd., as lessee, recorded in Vol. 31, page 438, Oil and Gas Records, Brazos County, Texas and covering 119¼ acres, more or less, in the S. F. Austin League No. 10, Brazos County, Texas and being more particularly described in said lease.

12. Oil and gas lease executed on July 8, 1981 but effective as of April 22, 1981 by Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, to MCZ, Inc., as lessee, recorded in Vol. 40, page 144, Oil and Gas Records, Brazos County, Texas and covering 19.8 acres, more or less, of Hwy. 190 (S.H. 21) in the Stephen F. Austin No. 10 Survey and the M. E. Foster Survey, Brazos County, Texas and being more particularly described in said lease.

13. Oil and gas lease dated October 15, 1981, executed by Mark G. Hall and Karen A. Hall as tenants in common, lessors, to G.S.I., Inc., as lessee, recorded in Vol. 42, page 237, Oil and Gas Records, Brazos County, Texas and covering 6.616 acres, more or less, in the S. F. Austin League No. 10, A-63, Brazos County, Texas and being more particularly described in said lease.

14. Oil, gas and mineral lease dated May 25, 1977, executed by First National Bank of Bryan, as lessor, to Amalgamated Bonanza Petroleum Ltd., as lessee, recorded in Vol. 26, page 516, Oil and Gas Records, Brazos County, Texas and covering 156 acres, more or less, in the S. F. Austin League No. 10 and the J. L. Martin one quarter League, Brazos County, Texas and being more particularly described in said lease.

EXHIBIT "B"
Lyons Petroleum, Inc.
Texas General Properties Unit No. 1



TEXAS GENERAL PROPERTIES - NO. 1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	18.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	45.629	AC.	ALMA M. BILSING, et al
7	23.920	AC.	CITY OF BRYAN
8	6.629	AC.	MARK Q. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC.	STATE OF TEXAS
11	1.105	AC.	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO. 1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Date Recorded 5-24-82

FILED
At 1:30 O'clock P M

226501

MAY 21 1982

FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Linda Johnson

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petrolcum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 20th day of May, 1982.

Lyons Petroleum, Inc.

By: Elizabeth Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By: M. C. Day
Title: Agent

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: _____

Sanchez-O'Brien Oil & Gas Corporation

By: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:
3/3/86

David L. Clemmonth
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared M. C. LUTZ, AGENT of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of May, 1982.

MY COMMISSION EXPIRES:
9-25-84

Ruth N. Rodriguez
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:
_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:
_____

_____
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 _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

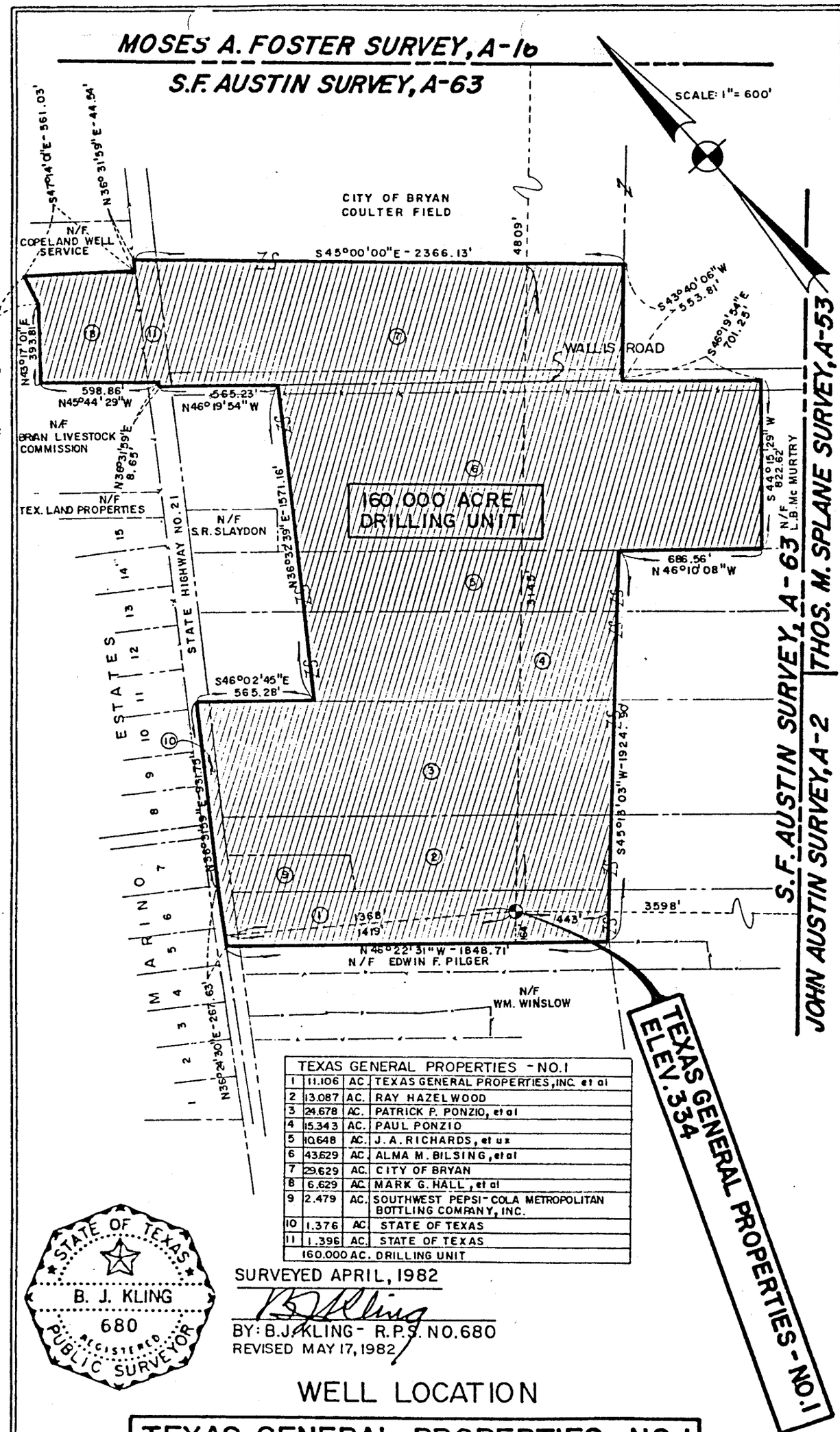
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC.	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
	160.000 AC. DRILLING UNIT		

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680
REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

5-24-82

226502

FILED
At 1:30 O'clock P M
MAY 21 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Linda Johnson Deputy

M-85-461

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petroleum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 18th day of May, 1982.

Lyons Petroleum, Inc.

By: Flip Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: C W Richardson
Title: ITS ATTORNEY-IN-FACT

APPROVED KK

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: _____

Sanchez-O'Brien Oil & Gas Corporation

By: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Flip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:
3/3/86

David L. Clearsmith
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared C. M. Richard, Attorney-In-Fact of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of May, 1982.

MY COMMISSION EXPIRES:

9-30-84

Myrtle B. Franklin
Notary Public in and for
Harris County, Texas

MYRTLE B. FRANKLIN
Notary Public, State of Texas
My Commission Expires 9-30-84

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
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 _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

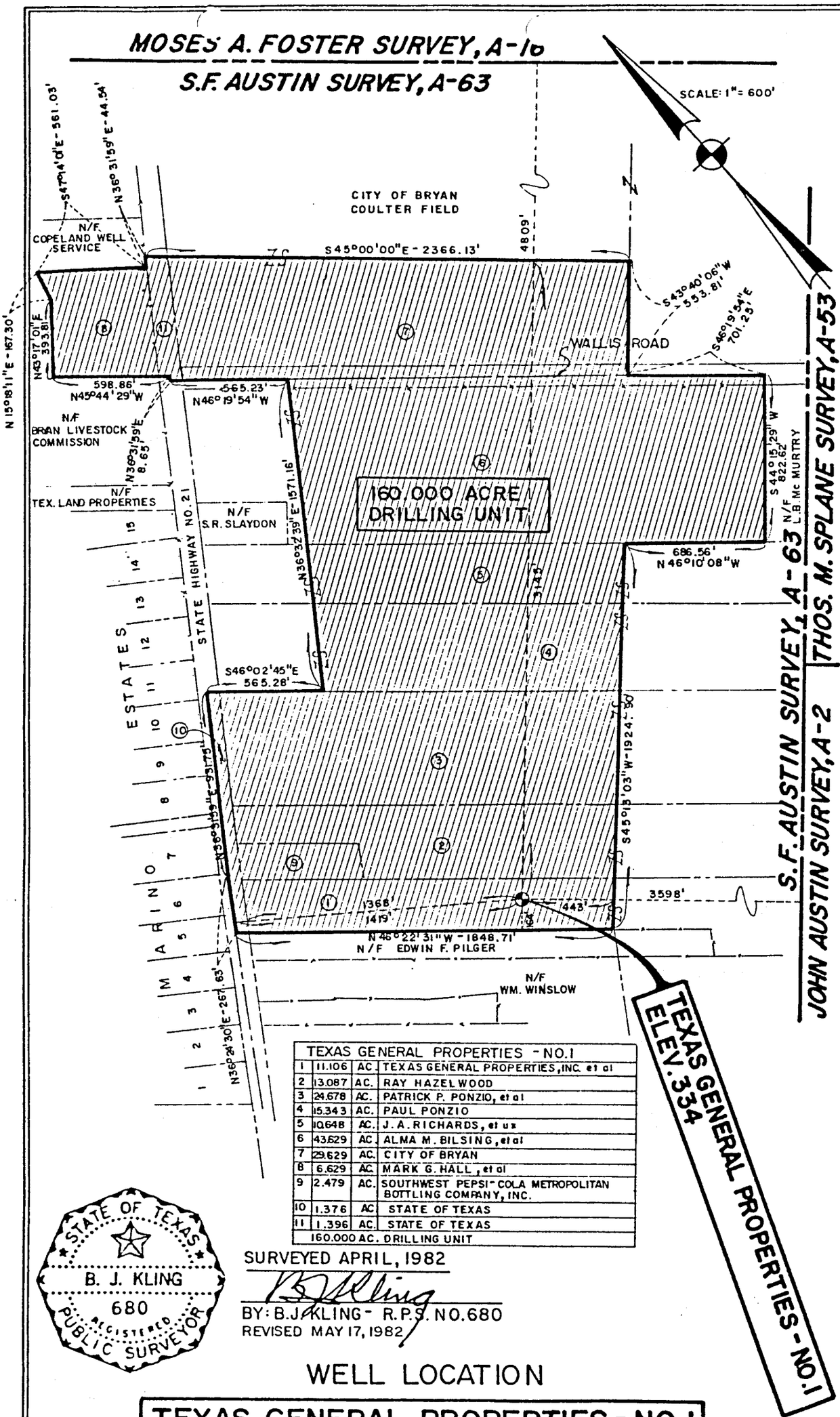
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Date Recorded 5-24-82

226503

FILED
At 1:30 O'clock P M
MAY 21 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petroleum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 20th day of May, 1982.

Lyons Petroleum, Inc.

By: Flip Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: M. C. Reid
Title: Pres.

Prodeco Exploration, Inc.

By: _____
Title: _____

Sanchez-O'Brien Oil & Gas Corporation

By: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Flip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:
3/3/86

David L Clusmith
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. C. Reid, President of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of May, 1982.

MY COMMISSION EXPIRES:

_____

Alice R. Bell
Notary Public in and for
Harris County, Texas

ALICE R. BELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 11-30-85

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

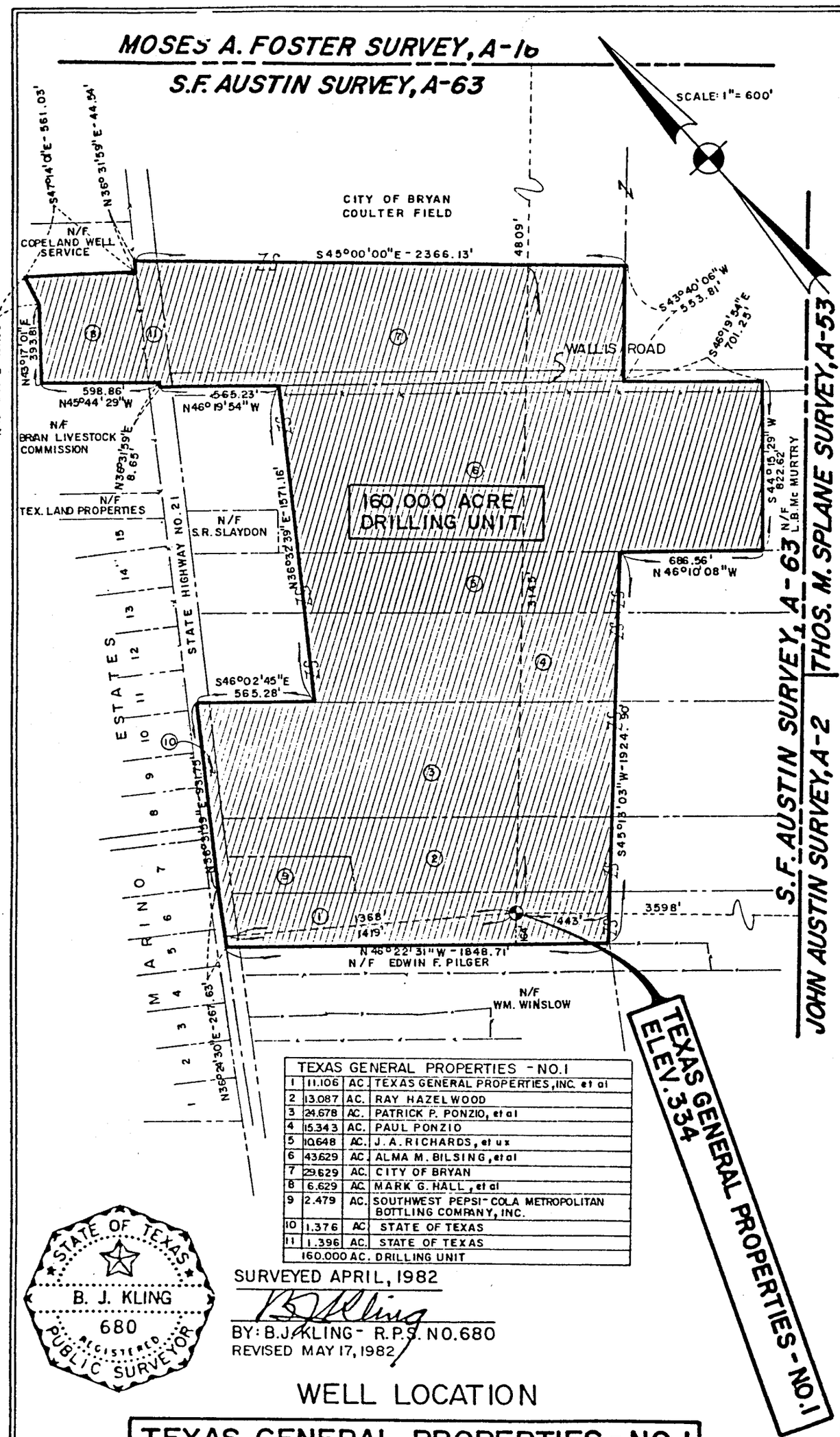
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC.	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
	160.000	AC.	DRILLING UNIT

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

FILED
At 1:30 O'clock P M

Date Recorded 5-24-82 226504 MAY 21 1982

FRANK BORSKIE
County Clerk, Brazos County, Bryan, Texas
By Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petroleum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 19th day of May, 1982.

Lyons Petroleum, Inc.

By: Elgin Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: Agent and Attorney-in-Fact

Sanchez-O'Brien Oil & Gas Corporation

By: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Elgin Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:

3/3/86

David L. Clinesmith
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
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 J. O. Statham, Agent Attorney-in-Fact of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, 1982.

MY COMMISSION EXPIRES:

7-7-85

Rosa Alicia Lucio
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

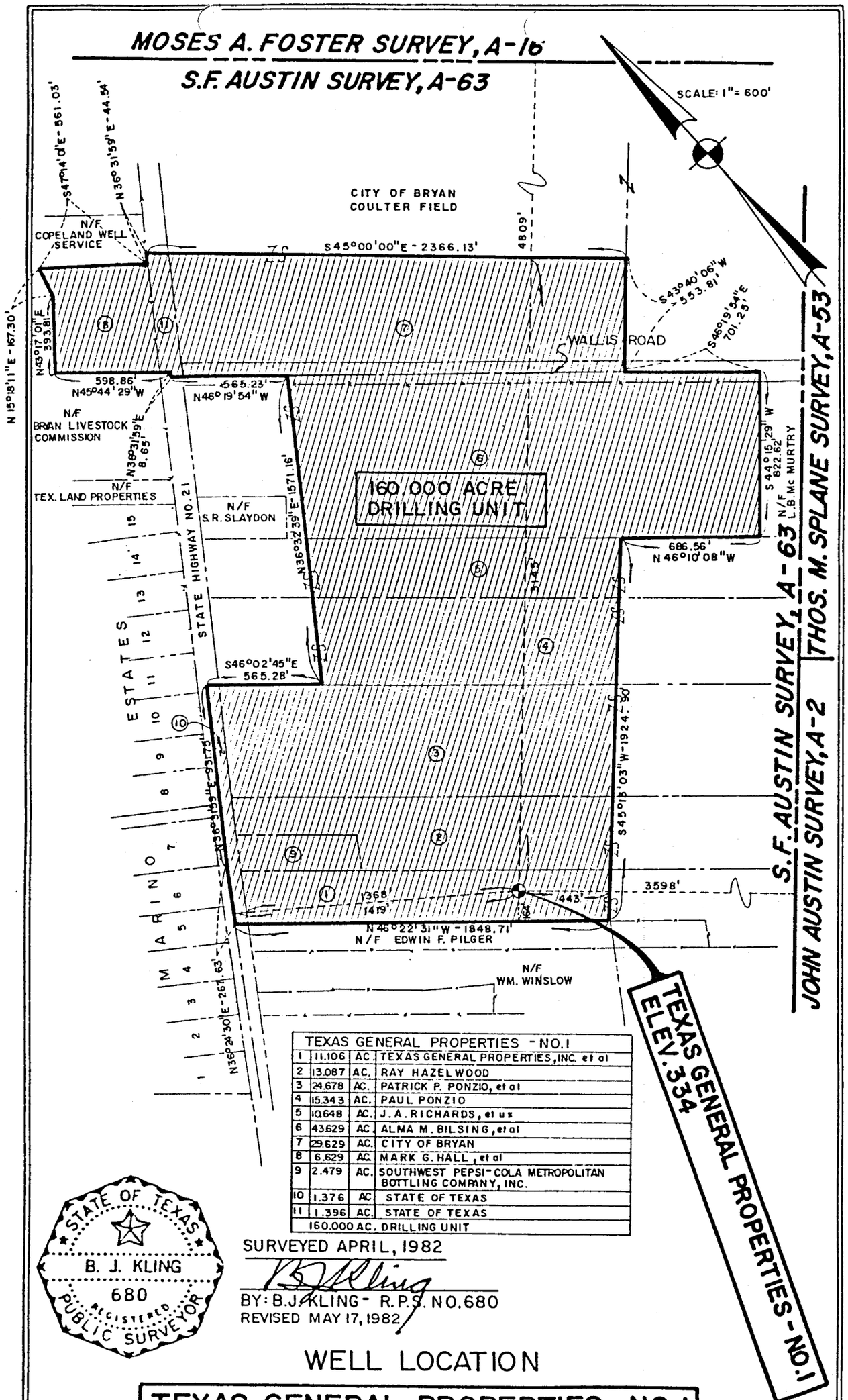
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Date Recorded 5-24-82

226505

FILED
At 1:30 O'clock P M
MAY 21 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Linda Johnson Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petroleum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 20th day of May, 1982.

Lyons Petroleum, Inc.

By: Slip Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By: _____
Title: _____

Amoco Production Company

By: _____
Title: _____

MCZ, Inc.

By: _____
Title: _____

Prodeco Exploration, Inc.

By: _____
Title: _____

Sanchez-O'Brien Oil & Gas Corporation

By: R. E. O'Brien *
Title: President

* Subject to Conditional Letter dated May 20, 1982

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Slip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:
3/3/86

David R. Clemmonth
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
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 _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

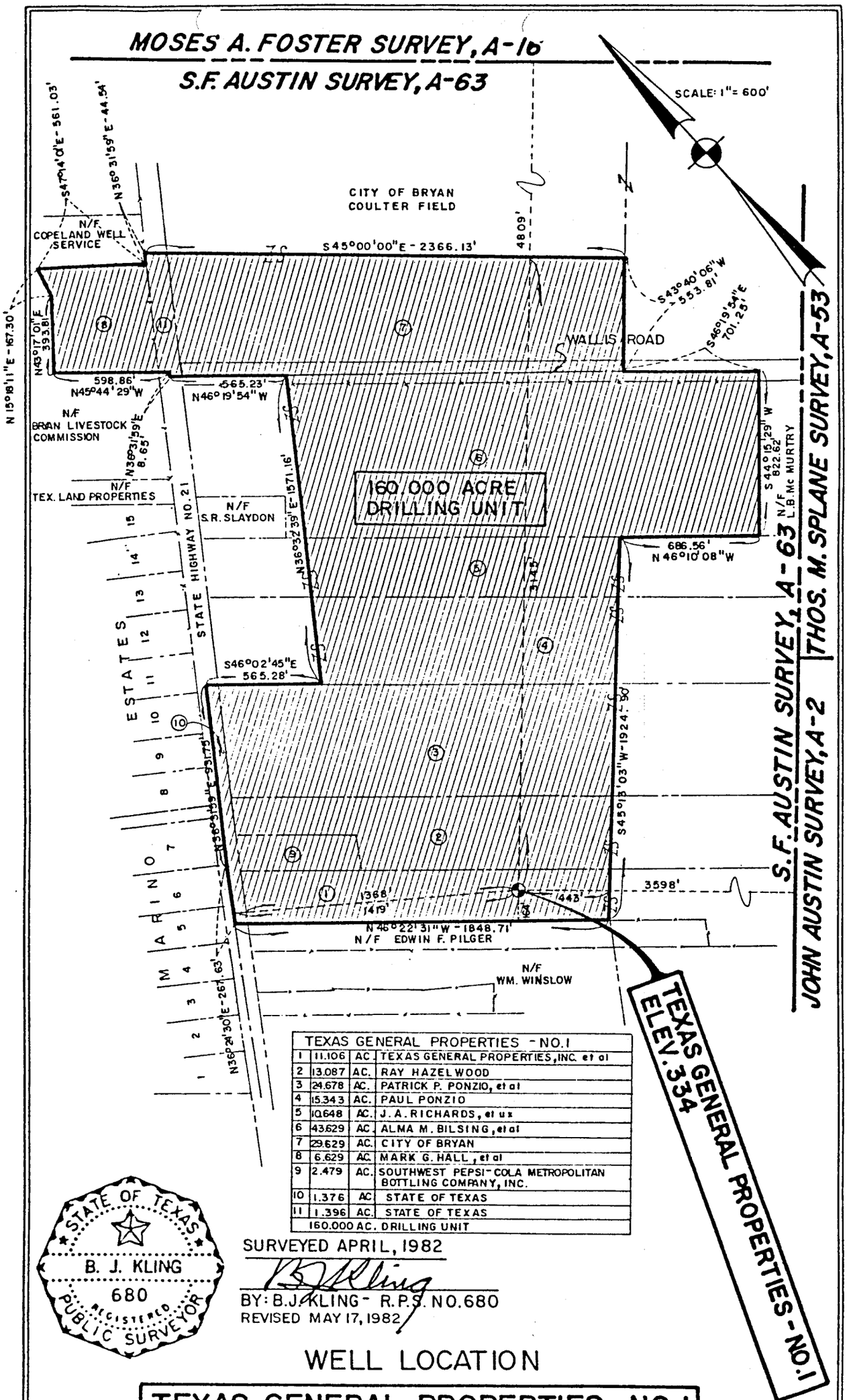
BEFORE ME, the undersigned authority, on this day personally appeared Brian E O'Brien, President of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of May, 1982.

MY COMMISSION EXPIRES:

6/22/84

Linda Rice
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
160.000 AC. DRILLING UNIT			

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO.1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Date Recorded 5-24-82

226506

FILED
At 1:30 O'clock P M
MAY 21 1982
FRANK BORISKIE
County Clerk, Brazos County, Bryan, Texas
By Deputy

LYONS PETROLEUM, INC.
TEXAS GENERAL PROPERTIES UNIT NO. 1

CORRECTION OF DECLARATION OF POOLED UNIT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS X

WHEREAS, a Declaration of Pooled Unit was filed on May 4, 1982, for the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 and was recorded in the appropriate Oil and Gas Records of Brazos County, Texas; and

WHEREAS, the description of the lands pooled and unitized in the subject 160-acre Texas General Properties Unit No. 1 ("Pooled Unit") is set forth and shown on the plat attached to such unit declaration as Exhibit "B"; and

WHEREAS, such Exhibit "B" erroneously purported to include 6.786 acres within the Pooled Unit's boundaries which is not owned by the undersigned lessees or their assigns and inadvertently omitted a total of 6.786 acres which should have been a part of the unit; and

WHEREAS, of such total 6.786 acres that were omitted from the Pooled Unit, 6.495 acres is from that certain Oil, Gas and Mineral Lease dated April 6, 1978 between the City of Bryan, Texas, as lessor, and Amalgamated Bonanza Petroleum, Ltd., as lessee, and 0.291 acres is from that certain Oil and Gas Lease between Bob Armstrong, Commissioner of the General Land Office of the State of Texas, as lessor, and MCZ, Inc., as lessee, both such leases being more fully described in Exhibit "A" of the original unit declaration for the Pooled Unit; and

WHEREAS, it is the desire of the undersigned to correct the error described above and accurately describe the lands included within the 160-acre Pooled Unit by adding the 6.786 acres inadvertently omitted and excluding the same amount of acreage mistakenly included but which the undersigned do not own;

NOW, THEREFORE, the Lyons Petroleum, Inc. Texas General Properties Unit No. 1 is hereby corrected and amended to include those lands that are described in and shown on Exhibit "I", attached hereto and incorporated herein for all purposes.

It is further declared that the above-described Exhibit "B" to the original unit declaration is hereby rescinded and replaced by the attached Exhibit "I" for purposes of the Lyons Petroleum, Inc. Texas General Properties Unit No. 1, Brazos County, Texas, and that acreage which was erroneously included in the original unit declaration but is not described and shown on such Exhibit "I" is hereby deleted.

This Correction of Declaration of Pooled Unit may be executed in counterparts, and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document.

IN WITNESS WHEREOF, the undersigned execute this instrument on this the 17th day of May, 1982.

Troy P. Wakefield

By: Troy P Wakefield
Title:

Jean B. Wakefield

By: Jean B. Wakefield
Title:

Parten Wakefield 1978 Trust

By: Troy P. Wakefield, Trustee
Troy P. Wakefield, Trustee

By: Jean B. Wakefield, Trustee
Jean B. Wakefield, Trustee

Lyons Petroleum, Inc.

By: Flip Whitworth
Title: Agent and Attorney-In-Fact

Getty Oil Company

By:
Title:

Amoco Production Company

By:
Title:

MCZ, Inc.

By:
Title:

Prodeco Exploration, Inc.

By:
Title:

Sanchez-O'Brien Oil & Gas Corporation

By:
Title:

THE STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Flip Whitworth, Agent and Attorney-in-Fact for Lyons Petroleum, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1982.

MY COMMISSION EXPIRES:
3/3/86

Brid L. Clinesmith
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Getty Oil Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Amoco Production Company, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MCZ, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared TROY P. WAKEFIELD, 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 19th day of May, 1982.

Emma E. Kalm
NOTARY PUBLIC
STATE OF TEXAS

(Emma E. Kalm)
My Commission Expires: 11-8-85

THE STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared JEAN B. WAKEFIELD, 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 19th day of May, 1982.

Emma E. Kalm
NOTARY PUBLIC
STATE OF TEXAS

(Emma E. Kalm)
My Commission Expires: 11-8-85

THE STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared TROY P. WAKEFIELD and JEAN B. WAKEFIELD, Trustees for the PARTEN WAKEFIELD 1978 TRUST, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of May, 1982.

Emma E. Kalm
NOTARY PUBLIC
STATE OF TEXAS

(Emma E. Kalm)
My Commission Expires: 11-8-85

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Prodeco Exploration, Inc., known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Brazos County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

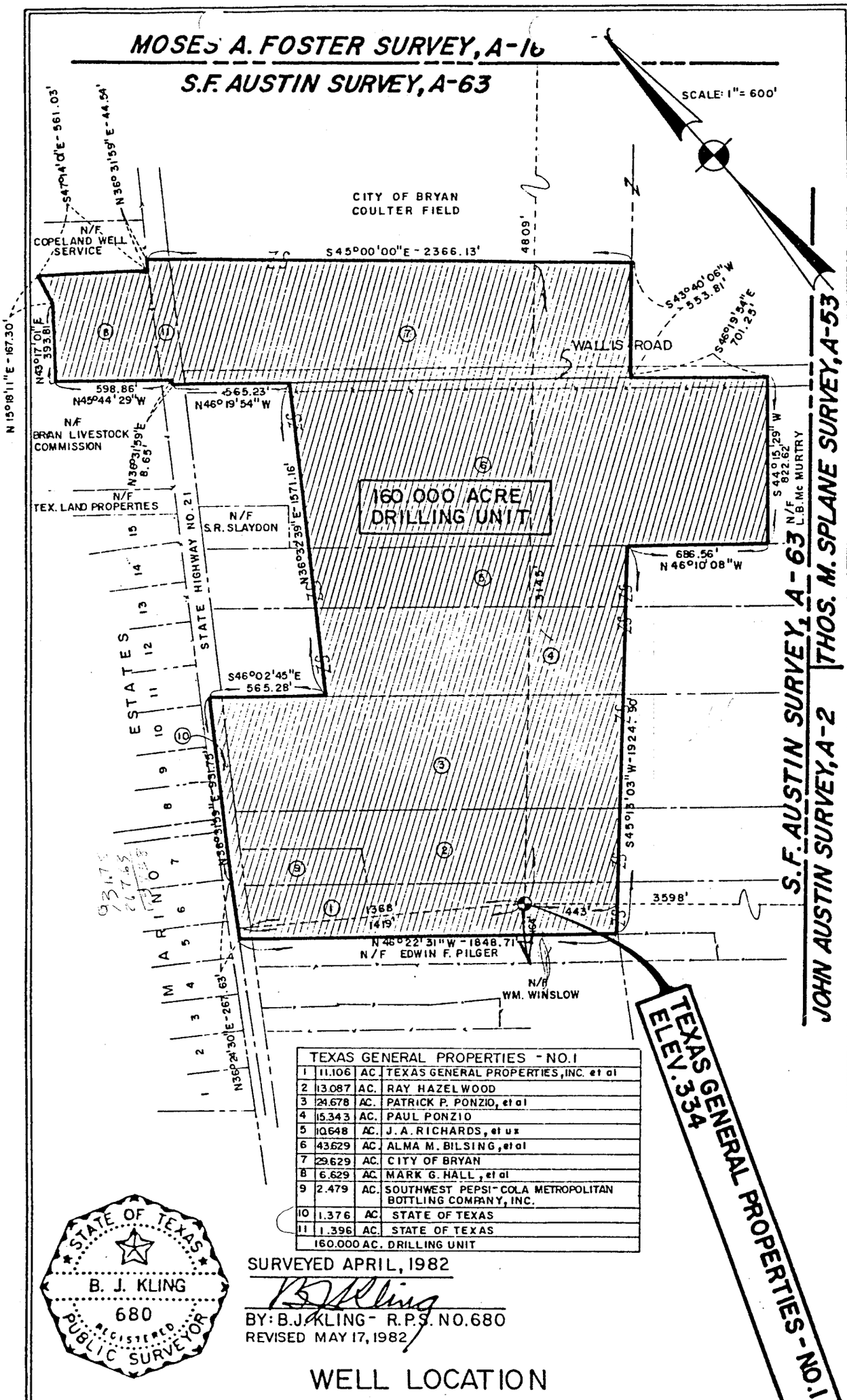
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Sanchez-O'Brien Oil & Gas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

MY COMMISSION EXPIRES:

_____

_____
Notary Public in and for
Harris County, Texas



TEXAS GENERAL PROPERTIES - NO.1			
1	11.106	AC.	TEXAS GENERAL PROPERTIES, INC. et al
2	13.087	AC.	RAY HAZELWOOD
3	24.678	AC.	PATRICK P. PONZIO, et al
4	15.343	AC.	PAUL PONZIO
5	10.648	AC.	J. A. RICHARDS, et ux
6	43.629	AC.	ALMA M. BILSING, et al
7	29.629	AC.	CITY OF BRYAN
8	6.629	AC.	MARK G. HALL, et al
9	2.479	AC.	SOUTHWEST PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.
10	1.376	AC.	STATE OF TEXAS
11	1.396	AC.	STATE OF TEXAS
	160.000 AC. DRILLING UNIT		

STATE OF TEXAS
B. J. KLING
680
REGISTERED PUBLIC SURVEYOR

SURVEYED APRIL, 1982

BY: B.J. KLING - R.P.S. NO. 680

REVISED MAY 17, 1982

WELL LOCATION

TEXAS GENERAL PROPERTIES - NO. 1

LYONS PETROLEUM COMPANY
S. F. AUSTIN SURVEY, A-63
BRAZOS COUNTY, TEXAS

SCALE: 1" = 600' APRIL, 1982

KLING ENGINEERING AND SURVEYING
BRYAN, TEXAS

Exhibit "I"
Lyons Petroleum, Inc.
Texas General Properties
Unit No. 1

15

240055

OIL UNIT DESIGNATION

FILED
10 A
OCT 20 1982

PRODECO EXPLORATION, INC., ET AL.-PULTS UNIT II, WELL #1

STATE OF TEXAS X

Date Recorded 10-22-82

KNOW ALL MEN BY THESE PRESENTS; THAT,

COUNTY OF BRAZOS X

WHEREAS, Prodeco Exploration, Inc., Bellport Oil & Gas Inc. (formerly Striker Oil and Gas Inc.), Heirloom Energy Corporation, Quinstar Resources, Inc., Peromark Minerals, Inc., BlueSky Oil & Gas Inc., MCZ, Inc., Troy P. Wakefield, Jean B. Wakefield, Troy P. Wakefield and Jean B. Wakefield as Co-Trustees for the Parten Wakefield 1978 Trust, Andrus Resources Corporation, Bill W. Andrus, Charles R. Robinson, Milton M. Cook, Sr. and Milton M. Cook, Jr. (hereinafter referred to collectively as "Lessee"), are the owners and holders of the Oil and Gas Leases, as amended or ratified (hereinafter referred to as "Said Leases"), described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, insofar as Said Leases cover the portion thereof included within the unit acreage described in EXHIBIT "B" also attached hereto; and,

WHEREAS, each of Said Leases, as originally executed or thereafter amended, provide for the pooling or unitization of leasehold, royalty and mineral interests in oil, casinghead gas and other liquid and liquifiable hydrocarbons produced therewith, to form pooled units for the purpose of drilling for and producing oil, casinghead gas and other liquid and liquifiable hydrocarbons produced therewith, with oil units not to exceed eighty (80) acres on Said Leases, plus a 10% tolerance, provided that such larger units as may be required under any governmental rule or order, for obtaining maximum allowable from any well to be drilled, drilling or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule; and,

WHEREAS, by special order, dated April 11, 1977, Oil and Gas Docket #3-67, 041, as amended by Order #3-69, 594, effective February 1, 1979, the Railroad Commission of Texas, Oil and Gas Division, adopted permanent field rules and regulations for the Kurten (Woodbine) Field, Brazos County, Texas, said order permitting only one well to

542 500
VOL PAGE

MCZ - Signatory Party

each one hundred sixty (160) acre proration unit, for the production of oil from the Woodbine Sand.

NOW, THEREFORE, Lessee, acting pursuant to powers granted in Said Leases, as originally written or thereafter amended, and pursuant to the permanent Field Rules established by the Railroad Commission of Texas, as referenced above, does hereby pool, combine and unitize Said Leases and the working interests, royalty interests and mineral interests created thereunder INSOFAR AND ONLY INSOFAR as same cover oil, casinghead gas and other liquid and liquifiable hydrocarbons produced therewith in and under the land described in EXHIBIT "B" attached hereto, into a single unit comprising one hundred sixty (160) acres, of land for the purpose of drilling for and producing oil, casinghead gas and other liquid and liquifiable hydrocarbons produced from the Woodbine Sand, and for the purpose of accounting for such production or proceeds therefrom to the various owners of such working interests, royalty interests and mineral interests in such unit production according to the terms of Said Leases or other agreements covering said unit land. Said unit shall be known as the "PULTS UNIT II, WELL #1", and will be operated by Prodeco Exploration, Inc. It is hereby provided that this Unit Designation shall be effective as of the date first written below, it being further provided that this Unit Designation shall terminate ninety (90) days from the abandonment of the last unit well.

The Lessee, as the owner of the working interest in said unit, reserves the right to amend this Unit Designation from time to time in order to correct any error herein or to include in the unit described above any uncommitted interest or unleased tract or tracts of land or undivided interest therein located within the boundaries thereof by appropriate amendment, ratification or instrument correcting same, or committing any such uncommitted or outstanding interest in this unit.

Gulf Oil Corporation has joined in the execution hereof to evidence its approval of the unit created hereunder and to comply with Paragraph No. 16 of Assignment of Oil and Gas Leases dated April 6, 1981, recorded in Volume 484 at Page 525 of the Deed Records of Brazos County, Texas.

VOL 542 PAGE 501

This instrument may be executed in any number of multiple counterparts, each of which shall constitute and have the effect of an original, and shall be binding upon the parties, their heirs, successors, representatives and assigns executing any counterpart hereof, whether similar or dissimilar.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and date evidenced by their respective certificates of acknowledgement hereof, but for all purposes shall be effective as of March 1, 1982.

ATTEST:

_____

Prodeco Exploration, Inc.

by: Rex H. Byers
Rex H. Byers, Vice-President

ATTEST:

_____

Bellport Oil & Gas Inc.

by: _____

ATTEST:

_____

Heirloom Energy Corporation

by: _____

ATTEST:

_____

Quinstar Resources, Inc.

by: _____

ATTEST:

_____

Petromark Minerals, Inc.

by: Rex H. Byers
Rex H. Byers, Vice-President

ATTEST:

_____

BlueSky Oil & Gas Inc.

by: _____
Roger M. Barnes, Attorney in Fact

VOL 542 PAGE 502

ATTEST:

MCZ, Inc.

by: Peggy Flanagan
Peggy Flanagan - Vice President

Troy P. Wakefield

Jean B. Wakefield

Parten Wakefield 1978 Trust

by: _____
Troy P. Wakefield, Co-Trustee

by: _____
Jean B. Wakefield, Co-Trustee

ATTEST:

Andrus Resources Corporation

_____

by: _____

Bill W. Andrus

Charles R. Robinson

Milton M. Cook, Sr.

549 VOL 503 PAGE

Milton M. Cook, Jr.

ATTEST:

Gulf Oil Corporation

_____

by: _____

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rex H. Byers, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of Prodeco Exploration, Inc., a corporation, 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 the 31st day of August, 1982.

My Commission Expires:

October 21, 1984

Timothy S. Kilpatrick

Notary Public, State of Texas

Timothy S. Kilpatrick

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

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, as _____ of Bellport Oil & Gas Inc., a corporation, 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 _____, 1982.

My Appointment Expires:

_____

_____

Notary Public, in and for the Province of Alberta

510 504

VOL. PAGE

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared, Roger M. Barnes, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney in Fact for BlueSky Oil & Gas Inc., 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Peggy Flanagan, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of MCZ, Inc., a corporation, and acknowledged to me that she 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 23rd day of August, 1982.

My Commission Expires:

CINDY L. MITCHELL
Notary Public in Harris County, Texas
My Commission Expires July 11, 1983

Cindy L Mitchell
Notary Public, State of Texas
County of Harris

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Troy P. Wakefield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

VOL 506 PAGE

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Jean B. Wakefield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

My Commission Expires:

_____

Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Troy P. Wakefield and Jean B. Wakefield, Co-Trustees, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1982.

My Commission Expires:

_____

_____

Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

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, as _____ _____ of Andrus Resources Corporation, a corporation, 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 the _____ day of _____, 1982.

My Commission Expires:

_____

_____

Notary Public, State of Texas

VOL 50? PAGE

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bill W. Andrus, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

VOL 5[illegible] PAGE 508

STATE OF TEXAS X

COUNTY OF HARRIS X

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, as _____ of/for Gulf Oil Corporation, a corporation, 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 the ____ day of _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas

549 VOL PAGE 509

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF

OIL UNIT DESIGNATION

PRODECO EXPLORATION, INC., ET AL.-PULTS UNIT II, WELL #1

1. Oil, Gas and Mineral Lease dated July 2, 1976 by and between Luke J. Marino, et ux., as Lessor, and Amalgamated Bonanza Petrol. Ltd, as Lessee, recorded in Volume 22 at Page 688 of the Oil and Gas Lease Records of Brazos County, Texas.

2. Oil, Gas and Mineral Lease dated May 25, 1977 by and between the First National Bank of Bryan; Bryan, Texas, as Lessor, and Amalgamated Bonanza Petroleum Ltd, as Lessee, recorded in Volume 26 at Page 516 of the Oil and Gas Lease Records of Brazos County, Texas.

3. Oil, Gas and Mineral Lease dated June 13, 1977 by and between Maria Pults, Trustee, as Lessor, and Amalgamated Bonanza Petroleum Ltd, as Lessee, recorded in Volume 26 at Page 816 of the Oil and Gas Lease Records of Brazos County, Texas.

4. Oil, Gas and Mineral Lease dated March 6, 1978 by and between E. J. McBride, et ux., as Lessor, and Amalgamated Bonanza Petroleum Ltd, as Lessee, recorded in Volume 30 at Page 727 of the Oil and Gas Lease Records of Brazos County, Texas.

5. Oil and Gas Lease dated March 8, 1978 by and between Gene Austin McBride, et ux., as Lessor, and Amalgamated Bonanza Petroleum Ltd., as Lessee, recorded in Volume 31 at Page 281 of the Oil and Gas Lease Records of Brazos County, Texas.

6. Oil and Gas Lease dated March 8, 1978 by and between Allen Geter McBride, as Lessor, and Amalgamated Bonanza Petroleum Ltd., as Lessee, recorded in Volume 31 at Page 449 of the Oil and Gas Lease Records of Brazos County, Texas.

7. Oil and Gas Lease dated March 8, 1978 by and between Delmo E. Gossett, et ux., as Lessor, and Amalgamated Bonanza Petroleum Ltd., as Lessee, recorded in Volume 31 at Page 455 of the Oil and Gas Lease Records of Brazos County, Texas.

8. Oil and Gas Lease No. 85461, dated July 8, 1981, effective April 22, 1981, by and between the State of Texas, as Lessor, and MCZ, Inc. as Lessee, recorded in Volume 40 at Page 144 of the Oil and Gas Lease Records of Brazos County, Texas.

9. Oil, Gas and Mineral Lease dated April 23, 1982 by and between The United Methodist Church, as Lessor, and Prodeco Exploration, Inc., as Lessee, recorded in Volume 56 at Page 796 of the Oil and Gas Lease Records of Brazos County, Texas.

VOL 542 PAGE 510

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF

OIL UNIT DESIGNATION

PRODECO EXPLORATION, INC., ET AL.-PULTS UNIT II, WELL #1

S.F. AUSTIN LEAGUE NO. 10, A-63 & M.A. FOSTER LEAGUE, A-16 &
J.F. MARTIN 1/4 LEAGUE, A-34
BRAZOS COUNTY, TEXAS

Field notes of a 160.00 acre oil/gas well unit lying and being situated partly in the STEPHEN F. AUSTIN LEAGUE NO. 10, Abstract No. 63, partly in the JOHN F. MARTIN 1/4 LEAGUE, Abstract No. 34 and partly in the MOSES A. FOSTER LEAGUE, Abstract No. 16 all of Brazos County, Texas and being composed of the following eight tracts or portions of land: 54.09 acres of the Maria Pults, Trustee 147.11 acre tract, 4.06 acres of the Gene A. McBride 10.00 acre tract, all of the Allen G. McBride 10.00 acre tract, all of the Delmo E. Gossett 10.00 acre tract, all of the Methodist Church South 2.00 acre tract, all of the E.J. McBride 32.30 acre tract, 7.50 acres of the State of Texas Highway No. 21 R.O.W. and 40.05 acres of the Luke J. Marino 85.6 acre tract and as the unit is now located on the ground being more particularly described as follows:

BEGINNING at a 1/2" iron rod, found in a southeasterly line of the Maria Pults, Trustee 147.11 acre tract (East Brazos Industrial Park, Phase II), marking the north corner of the beforementioned Delmo E. Gossett 10.00 acre tract;

THENCE S. 44-08 E. along the northeast lines of said Gossett tract and the beforementioned E.J. McBride 32.30 acre tract for a distance of 1963.5 feet to a point, for ell corner;

THENCE N. 40-36 E. along the northwest right-of-way line of State Highway No. 21 for a distance of 123.4 feet to a point, for ell corner;

THENCE S. 44-19 E. across Highway No. 21 and the beforementioned Luke J. Marino 85.6 acre tract (at 100.7 feet pass southeast right-of-way line) for a total distance of 2224.8 feet to a point, for corner;

THENCE S.02-55 E. along a fence marking the common line between said Marino tract and the W.S. Barron 123.6 acre tract for a distance of 110.7 feet to a point, for an angle point,

THENCE S. 45-50 W. across said Marino tract for a distance of 736.9 feet to a point, for ell corner;

THENCE N. 44-10 W. along the common line between said Marino tract and the Mardin Lab. 45.7 acre tract for a distance of 2112.8 feet to a point near an 8" creasote post, for ell corner;

549 PAGE 511

THENCE S. 37-55 W. along the southeast right-of-way line of Highway No. 21 for a distance of 2497.4 feet to a point, for corner;

THENCE N. 45-55 W. across said Highway for a distance of 100.0 feet to a point in the northwest right-of-way line;

THENCE along the southwest line of the beforementioned Maria Pults, Trustee 147.11 acre tract (East Brazos Industrial Park, Phase I) for the following five calls:

N. 45-55 W. for a distance of 560.3 feet to an iron pipe,
N. 43-53 W. for a distance of 430.4 feet to a cross-tie,
N. 46-24 W. for a distance of 250.5 feet to a cross-tie,
N. 26-17 W. for a distance of 40.8 feet to a 4" Hackberry,
N. 44-51 W. for a distance of 387.1 feet to a point, for corner;

THENCE across said Pults tract and the beforementioned Gene A. McBride 10.00 acre tract for the following three calls:

N. 44-02 E. for a distance of 738.9 feet,
S. 45-58 E. for a distance of 316.0 feet,
N. 44-:2 E. (at 934.2 feet pass the southwest line of said G.A. McBride tract) for a total distance of 1320.0 feet to a point within McBride tract, for ell corner;

THENCE N. 45-04 W. across said McBride tract for a distance of 707.0 feet to a point, for ell corner;

THENCE along the southeasterly lines of the beforementioned Pults tract (being in common with the G.A. McBride tract, Allen G. McBride 10.00 acre tract and the Delmo E. Gossett 10.00 acre tract) for the following six calls:

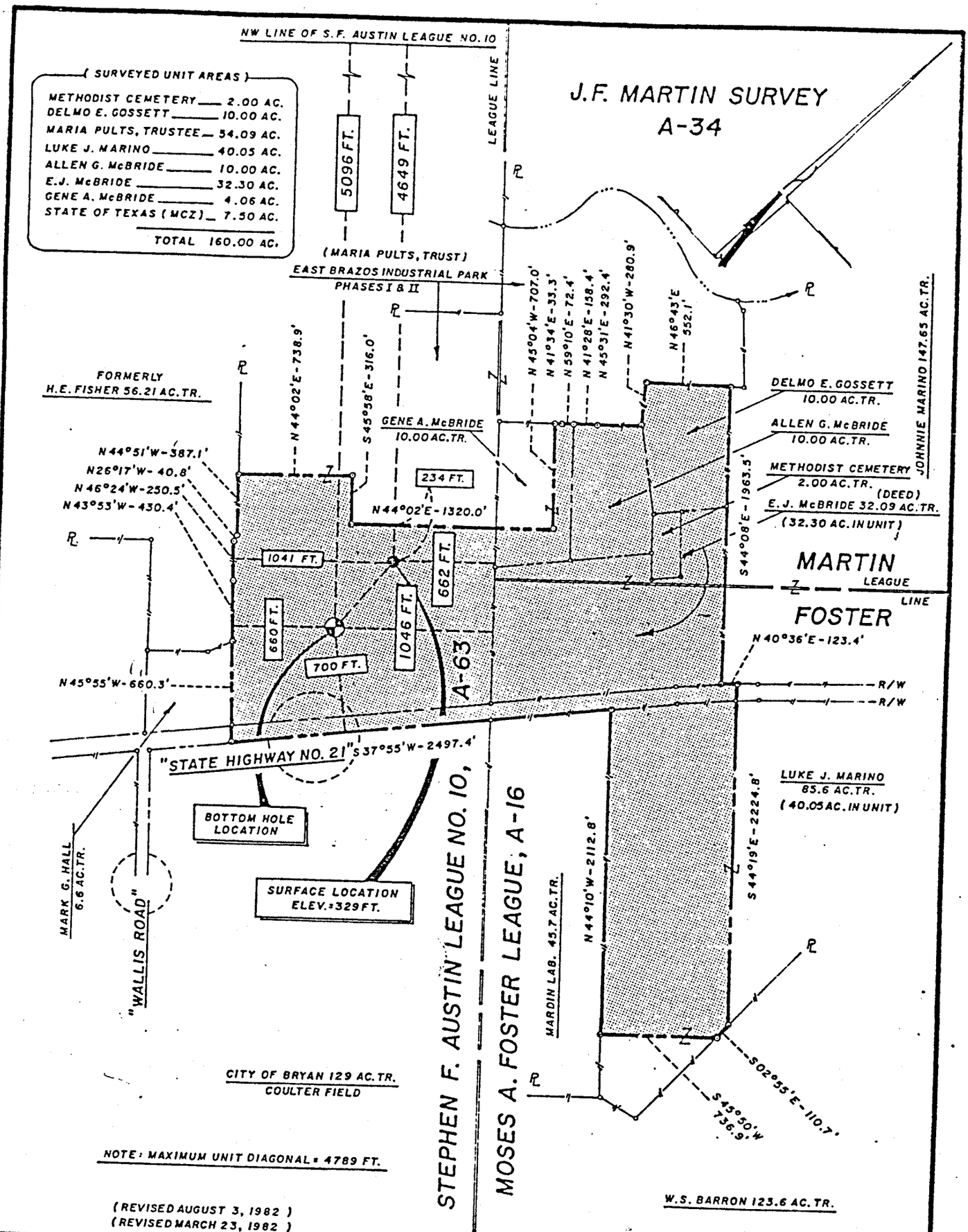
N. 41-34 E. for a distance of 33.3 feet,
N. 59-10 E. for a distance of 72.4 feet,
N. 41-28 E. for a distance of 158.4 feet,
N. 45-31 E. for a distance of 292.4 feet,
N. 41-30 W. for a distance of 280.9 feet,
N. 46-43 E. for a distance of 552.1 feet to the PLACE OF BEGINNING, containing 160.00 acres of land, more or less.

STATE OF TEXAS
WAYNE M. HOLLIGAN
1905
REGISTERED PUBLIC SURVEYOR

Revised August, 1982;

By: Wayne M. Holligan R.P.S. No. 1905

VOL 512 PAGE



OIL/GAS WELL LOCATION PLAT

PRODECO EXPLORATION, INC. - OPERATOR

PULTS UNIT II, WELL NO. 1

160.00 ACRES

S.F. AUSTIN & M.A. FOSTER LEAGUES, A-63 & 16 &
J.F. MARTIN SURVEY, A-34
BRAZOS COUNTY, TEXAS

DATE: FEBRUARY 25, 1982	SCALE: 1" = 800'
JOB NO. 82-209	DRAWN BY: W.M.H.

HORATIO CHRIESMAN COMPANY
LAND SURVEYORS

SURVEYED BY:

STATE OF TEXAS
WAYNE M. HOLLIGAN
1905
REGISTERED
PUBLIC SURVEYOR

WAYNE M. HOLLIGAN, R.P.S. NO. 1905

MCZ, Inc.

by: _____
M. C. Zeid, President

_____
Troy P. Wakefield

_____
Jean B. Wakefield

Parten Wakefield 1978 Trust

by: _____
Troy P. Wakefield, Co-Trustee

by: _____
Jean B. Wakefield, Co-Trustee

ATTEST:

Andrus Resources Corporation

_____

by: _____

_____
Bill W. Andrus

_____
Charles R. Robinson

_____
Milton M. Cook, Sr.

VOL54/PAGE 536

Milton M. Cook, Jr.

ATTEST:

Gulf Oil Corporation

by: _____

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rex H. Byers, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of Prodeco Exploration, Inc., a corporation, 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 the _____ day of _____, 1982.

My Commission Expires:

_____

_____
Notary Public, State of Texas

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

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, as _____ of Bellport Oil & Gas Inc., a corporation, 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 _____, 1982.

My Appointment Expires:

_____

_____
Notary Public, in and for the Province of Alberta

OF TEXAS X

Y OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally peared Bill W. Andrus, known to me to be the person whose name is bscribed to the foregoing instrument, and acknowleged to me that he xecuted the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of August, 1982.

My Commission Expires: 6/15/85

Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16 day of August, 1982.

My Commission Expires: 6/15/85

Notary Public, State of Texas.

VOL 54 PAGE 541

MCZ, Inc.

by: _____
M. C. Zeid, President

_____
Troy P. Wakefield

_____
Jean B. Wakefield

Parten Wakefield 1978 Trust

by: _____
Troy P. Wakefield, Co-Trustee

by: _____
Jean B. Wakefield, Co-Trustee

ATTEST:

Bill W. Andrus

Andrus Resources Corporation

by: Charles R. Robinson, President

Bill W. Andrus
Bill W. Andrus

Charles R. Robinson
Charles R. Robinson

_____
Milton M. Cook, Sr.

VOL 54 PAGE 522

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Jean B. Wakefield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

My Commission Expires:

_____

Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Troy P. Wakefield and Jean B. Wakefield, Co-Trustees, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1982.

My Commission Expires:

_____

_____

Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES R. ROBINSON, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ PRESIDENT of Andrus Resources Corporation, a corporation, 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 the 19 day of August, 1982.

My Commission Expires:

Jan. 30, 1984

Connie Jo Rock

Notary Public, State of Texas

VOL 54 PAGE 526

OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bill W. Andrus, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 1982.

My Commission Expires:
Jan. 30, 1984

Connie J. Rock
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 1982.

My Commission Expires:
Jan. 30, 1984

Connie J. Rock
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Milton M. Cook, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas.

VOL 54 PAGE 527

ATTEST:

MCZ, Inc.

by: _____
M. C. Zeid, President

Troy P. Wakefield
Troy P. Wakefield

Jean B. Wakefield
Jean B. Wakefield

Parten Wakefield 1978 Trust

by: Troy P. Wakefield, Co-Trustee
Troy P. Wakefield, Co-Trustee

by: Jean B. Wakefield, Co-Trustee
Jean B. Wakefield, Co-Trustee

ATTEST:

Andrus Resources Corporation

by: _____

Bill W. Andrus

Charles R. Robinson

Milton M. Cook, Sr.

VOL54 PAGE 550

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared, Roger M. Barnes, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney in Fact for BlueSky Oil & Gas Inc., 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 _____, 1982.

My Commission Expires:

_____
Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared M. C. Zeid, known to me to be the person whose name is subscribed to the foregoing instrument, as President of MCZ, Inc., a corporation, 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 _____, 1982.

My Commission Expires:

_____ _____
Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Troy P. Wakefield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of August, 1982.

My Commission Expires: 7/19/86

Notary Public, State of Texas.

VOL 54 PAGE 553

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Jean B. Wakefield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of August, 1982.

My Commission Expires: 7/19/86

Shan Banks
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Troy P. Wakefield and Jean B. Wakefield, Co-Trustees, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of August, 1982.

My Commission Expires:
7/19/86

Shan Banks
Notary Public, State of Texas.

STATE OF TEXAS X

COUNTY OF HARRIS X

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, as _____ of Andrus Resources Corporation, a corporation, 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 the _____ day of _____, 1982.

My Commission Expires:

_____

_____
Notary Public, State of Texas

VOL 54 PAGE 554

This instrument may be executed in any number of multiple counterparts, each of which shall constitute and have the effect of an original, and shall be binding upon the parties, their heirs, successors, representatives and assigns executing any counterpart hereof, whether similar or dissimilar.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and date evidenced by their respective certificates of acknowledgement hereof, but for all purposes shall be effective as of March 1, 1982.

ATTEST:

_____

Prodeco Exploration, Inc.

by: _____
Rex H. Byers, Vice-President

ATTEST:

_____

Bellport Oil & Gas Inc.

by: _____

ATTEST:

_____

Heirloom Energy Corporation

by: _____

ATTEST:

_____

Quinstar Resources, Inc.

by: _____

ATTEST:

_____

Petromark Minerals, Inc.

by: _____
Rex H. Byers, Vice-President

ATTEST:

_____

BlueSky Oil & Gas Inc.

by: _____
Roger M. Barnes, Attorney in Fact

Milton M. Cook, Jr.

ATTEST:

Gulf Oil Corporation

by: _____

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rex H. Byers, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of Prodeco Exploration, Inc., a corporation, 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 the _____ day of _____, 1982.

My Commission Expires:

_____

Notary Public, State of Texas

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

BEFORE ME, the undersigned authority, on this day personally appeared William A. Dell, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Bellport Oil & Gas Inc., a corporation, 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 17 day of August, 1982.

My Appointment ~~Expires~~: Indefinite as to time

C.M. JONES

Notary Public, in and for the Province of Alberta

VOL 54 PAGE 565

This instrument may be executed in any number of multiple counterparts, each of which shall constitute and have the effect of an original, and shall be binding upon the parties, their heirs, successors, representatives and assigns executing any counterpart hereof, whether similar or dissimilar.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and date evidenced by their respective certificates of acknowledgement hereof, but for all purposes shall be effective as of March 1, 1982.

ATTEST:

_____

Prodeco Exploration, Inc.

by: _____
Rex H. Byers, Vice-President

ATTEST:

_____

Bellport Oil & Gas Inc.

by: _____

ATTEST:

_____

Heirloom Energy Corporation

by: _____

ATTEST:

_____

Quinstar Resources, Inc.

by: _____

ATTEST:

_____

Petromark Minerals, Inc.

by: _____
Rex H. Byers, Vice-President

ATTEST:

_____

BlueSky Oil & Gas Inc.

by: _____
Roger M. Barnes, Attorney in Fact

VOL 54 PAGE 590

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

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, as _____ of Heirloom Energy Corporation, a corporation, 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 1ST day of September, 1982.

My Appointment Expires:

LEE F. IRVINE
MY APPOINTMENT
EXPIRES DEC. 31, 1982

_____
Notary Public, in and for the
Province of Alberta

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

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, as _____ of Quinstar Resources, Inc., a corporation, 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 _____, 1982.

My Appointment Expires:

_____

_____
Notary Public, in and for the
Province of Alberta

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rex H. Byers, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of Petromark Minerals, Inc., a corporation, 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 _____, 1982.

My Commission Expires:

_____

_____
Notary Public, State of Texas

Milton M. Cook, Jr.

ATTEST:

Gulf Oil Corporation

by: _____

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Rex H. Byers, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of Prodeco Exploration, Inc., a corporation, 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 the _____ day of _____, 1982.

My Commission Expires:

_____

Notary Public, State of Texas

DOMINION OF CANADA X

PROVINCE OF ALBERTA X

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, as _____ of Bellport Oil & Gas Inc., a corporation, 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 _____, 1982.

My Appointment Expires:

_____

Notary Public, in and for the Province of Alberta

VOL 54 PAGE 579

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared R. L. Prescott, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-fact of/for Gulf Oil Corporation, a corporation, 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 the 14th day of September, 1982.

My Commission Expires:

LINDA JOAN ANDERSON
Notary Public in and for the State of Texas
My Commission Expires December 6, 1984

Linda Joan Anderson
Notary Public, State of Texas

NOTARY PUBLIC * STATE OF TEXAS

VOL 54 PAGE 580

POOLING REQUEST DATA

DATE: April 25, 1983

OPERATOR: Prodeco Exploration, Inc. COUNTY: Brazos

UNIT NAME: Pults Oil Unit 11 FIELD: Kurten (Woodbine)

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
85461	19.8	7.5

Unitized for:

Oil _____

Gas _____

Oil and Gas X

Kind of Land:

State Owned _____

Size of Unit ~~166~~ 160 Acres

State owned 7.5 Acres

Privately owned 158.5 Acres

Well location:

State land _____

Private land _____

Participation:

Royalty 28%

432 BOPD

Railroad Commission Field Rules:

Spacing _____

Well factor _____

Acreage factor _____

Agrees to drill to density of field rules: Yes _____ No _____

Holds only acreage included in unit past primary term: Yes _____ No _____

Satisfactory geological data furnished: Yes _____ No _____

REMARKS: This request for pooling of a portion of Lease No. 85461 has been reviewed by Mr. Jack Howard and Mr. John Warren and no objections were raised. The staff recommends approval of the pooling fo this tract.

(18)

MCZ INC.

P. O. Box 52486
Houston, Texas 77052
713-757-7033

April 21, 1983

State Department of Highways
and Public Transportation
1616 Headway Circle
Austin, TX 78754

Attention: Mr. John Warren

Re: Prodeco Exploration, Inc. et al -
Pults Oil Unit II, Well #1
Kurten (Woodbine) Field
Brazos County, Texas

Gentlemen:

MCZ, Inc. hereby submits for your review and evaluation the enclosures listed below and respectfully requests your approval of the inclusion of a portion of State of Texas Lease (M-85461) - State Highway No. 21 in the subject unit.

Enclosed is the following data:

1. Listing of Unit Working Interest Participants
2. Listing of Unit Lessors
3. Field Rules - Kurten (Woodbine)
4. Railroad Commission Forms W-1, P-12 and W-2
5. Unit Plat Showing Location
6. Geological Subsurface Map - Top of Woodbine
7. Portion of Log Showing Pay Zone

Should you desire additional information or have any questions, please contact Alice R. Bell.

Respectfully submitted,

MCZ, INC.

Cindy Mitchell

Cindy Mitchell
Land Department

PRODECO EXPLORATION, INC. ET AL - PULTS OIL UNIT II
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

WORKING INTEREST PARTICIPANTS

Prodeco Exploration, Inc.
15311 Vantage Parkway - #160
Houston, TX 77032

Bellport Oil & Gas, Inc.
1700, 717 - 7th Avenue SW
Calgory Alberta, Canada T2P 0Z3

Heirloom Energy Corporation
201, 811-A - 17th Avenue SW
Calgory Alberta, Canada T2T 0A1

TCO Resources Corporation
200 Joffre Place
708 - 11th Avenue SW
Calgory Alberta, Canada T2R 0E4

Quinstar Resources, Inc.
Suite 1570 Central Park Plaza
340 - 12th Avenue SW
Calgory Alberta, Canada T2R 1L5

Petromark Minerals, Inc.
15311 Vantage Parkway #160
Houston, TX 77032

BlueSky Oil & Gas, Inc.
700, 333 - 5ht Avenue SW
Calgory Alberta, Canada T2P 3B6

MCZ, Inc.
P. O. Box 52486
Houston, TX 77052

Andrus Resources Corporation
1990 S Post Oak Boulevard #2400
Houston, TX 77056

Bill W. Andrus
1990 S. Post Oak Boulevard #2400
Houston, TX 77056

Charles R. Robinson
1900 S. Post Oak Boulevard #2400
Houston, TX 77056

Milton M. Cooke, Jr.
2310 McAllister
Houston, TX 77092

Milton M. Cooke
2310 McAllister
Houston, TX 77092

Troy P. Wakefield and
Jean B. Wakefield, Trustees for
the Parten Wakefield 1978 Trust
3131A East 29th Street
Bryan, TX 77801

Troy P. Wakefield and
Jean B. Wakefield
3131A East 29th Street
Bryan, TX 77801

Gulf Oil Corporation
P. O. Box 1635
Houston, TX 77001

PRODECO EXPLORATION, INC. ET AL - PULTS OIL UNIT II
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

LESSORS IN UNIT

Luke J. Marino

First National Bank of Bryan

Maria Pults

E. J. McBride

Gene Austin McBride

Allen Geter McBride

Delmo E. Gossett

State of Texas, #M-85461

The United Methodist Church

PRODECO EXPLORATION, INC. ET AL - PULTS OIL UNIT II
KURTEN (WOODBINE) FIELD
BRAZOS COUNTY, TEXAS

KURTEN (WOODBINE) FIELD RULES

(GIDDINGS (AUSTIN CHALK) FIELD - Cont'd.)

Operators shall file with the Commission certified plats of their properties in said field, which plats shall set out distinctly all of those things pertinent to the determination of the acreage credit claimed for each well; provided that if the acreage assigned to any proration unit has been pooled, the operator shall furnish the Commission with such proof as it may require as evidence that interests in and under such proration unit have been so pooled.

RULE 3. The daily total field oil allowable, as fixed by the Commission after deductions have been made for marginal wells, high gas-oil ratio wells and wells which are incapable of producing their allowables as determined hereby, shall be distributed among the wells producing in the field capable of making their allowables in that proportion that the acreage assigned to each well bears to the sum of the acreage assigned to all of the wells in the field.

(Deleted by Order No. 3-69,217, Effective September 5, 1978) It is further ordered that the rules adopted herein are temporary, to remain effective until August 7, 1978, and so long thereafter as it may take to process data adduced at a hearing reviewing this matter, to be called during the month of July, 1978; provided, however, that should the evidence adduced at such hearing be insufficient to sustain spacing or proration unit rules, then these temporary rules, on the Commission's own motion, may be amended to provide for permanent spacing and proration unit rules comparable to the Statewide spacing and density standard.

Done this 7th day of February, 1977.

KURTEN FIELDS
(Woodbine)
(Woodbine, Up.)
Brazos County, Texas

Special Order No. 3-67,041, Adopting Temporary Operating Rules for the Kurten (Woodbine) and (Woodbine, Up.) Fields, Brazos County, Texas, Effective April 11, 1977, as Amended by Order Effective February 1, 1979.

Order No. 3-69,594, effective February 1, 1979, combines the Kurten (Woodbine, Up.) Field into the Kurten (Woodbine) Field, and makes permanent the rules adopted in Order No. 3-67,041 for the Kurten (Woodbine) Field.

The Commission finds that, after statutory notice in the above-numbered docket, heard on March 22, 1977, the presiding examiner has made and filed a report and proposal for decision containing findings of fact and conclusions of law, for which service was waived by parties of record; that the proposed application is in compliance with all statutory requirements; and that this proceeding was duly submitted to the Railroad Commission of Texas at conference held in its offices in Austin, Texas.

The Commission, after review and due consideration of the proposal for decision, the findings of fact and conclusions of law contained therein, hereby adopts as its own the findings of fact and conclusions of law contained therein, and incorporates said findings of fact and conclusions of law as if fully set out and separately stated herein.

Therefore, it is ordered by the Railroad Commission of Texas that effective April 11, 1977, each of the hereafter named reservoirs be and is hereby recognized and established as a separate field; and the following field designations shall be used henceforth on Commission records and reports for wells completed in the various reservoirs of the Kurten (Woodbine) and (Woodbine, Up.) Fields, Brazos County, Texas.

Provided, however, that a reservoir not identified herein or in a reservoir that may later be discovered in this multiple reservoir area will be assigned a designation in the same manner as said for the aforementioned reservoirs, but said rules as adopted herein will not be effective for additional reservoirs unless and until specifically adopted after due notice and hearing.

It is further ordered by the Railroad Commission of Texas that effective April 11, 1977, the following rules, in addition to such of the Commission's general rules and regulations as are not in conflict herewith, be and the same are hereby adopted to govern the drilling, completion and operation of wells in the Kurten (Woodbine) & (Woodbine, Up.) Fields, Brazos County, Texas:

RULE 1. No well for oil or gas shall hereafter be drilled nearer than one thousand eight hundred sixty-seven (1867) feet to any well completed in or drilling to the same reservoir on the same lease, unitized tract or farm, and no well shall be drilled nearer than six hundred sixty (660) feet to any property line, lease line or subdivision line; provided, however, that the Commission will, in order to prevent waste or to prevent the confiscation of property grant exceptions to permit drilling within shorter distances than herein prescribed whenever the Commission shall have determined that such exceptions are necessary either to prevent waste or to prevent the confiscation of property. When exception to this rule is desired, application therefor shall be filed and will be acted upon in accordance with the provisions of Commission Statewide Rules 37 and 38, which applicable provisions of said rules are incorporated herein by reference.

The aforementioned distances in the above rule are minimum distances to allow an operator flexibility in locating a well, and the above spacing rule and the other rules to follow are for the purpose of permitting only one well to each one hundred sixty (160) acre proration unit.

In applying this rule the general order of the Commission with relation to the subdivision of property shall be observed.

RULE 2. The acreage assigned to the individual oil well for the purpose of allocating allowable oil production thereto shall be known as a proration unit. No proration unit shall consist of more than one hundred sixty (160) acres except as hereinafter provided, and the two farthermost points in any proration unit shall not be in excess of five thousand (5000) feet removed from each other; provided, however, that in the case of long and narrow leases or in cases where because of the shape of the lease such is necessary to permit the utilization of tolerance acreage the Commission may after proper showing grant exceptions to the limitations as to the shape of proration units as herein contained. All proration units, however, shall consist of continuous and contiguous acreage which can reasonably be considered to be productive of oil.

(KURTEN (WOODBINE) AND (WOODBINE, UP.) FIELDS - Cont'd.)

If after the drilling of the last well on any lease and the assignment of acreage to each well thereon in accordance with the regulations of the Commission there remains an additional unassigned lease acreage of less than one hundred sixty (160) acres, then and in such event the remaining unassigned lease acreage up to and including a total of forty (40) acres may be assigned to the last well drilled on such lease or may be distributed among any group of wells located thereon so long as the proration units resulting from the inclusion of such additional acreage meets the limitations prescribed by the Commission.

Operators shall file with the Commission certified plats of their properties in said field, which plats shall set out distinctly all of those things pertinent to the determination of the acreage credit claimed for each well; provided that if the acreage assigned to any proration unit has been pooled, the operator shall furnish the Commission with such proof as it may require as evidence that interests in and under such proration unit have been so pooled.

RULE 3. The daily total field oil allowable, as fixed by the Commission after deductions have been made for marginal wells, high gas-oil ratio wells and wells which are incapable of producing their allowables as determined hereby, shall be distributed among the wells producing in the field capable of making their allowables in that proportion that the acreage assigned to each well bears to the sum of the acreage assigned to all of the wells in the field.

(Deleted by Order No. 3-69,594, Effective February 1, 1979) It is further ordered that the rules adopted herein are temporary, to remain effective until October 11, 1978, and so long thereafter as it may take to process data adduced at a hearing reviewing this matter, to be called during the month of September, 1978; provided, however, that should the evidence adduced at such hearing be insufficient to sustain spacing or proration unit rules, then these temporary rules, on the Commission's own motion, may be amended to provide for permanent spacing and proration unit rules comparable to the Statewide spacing and density standard.

Done this 11th day of April, 1977.

MULDOON, NE, FIELDS
(Brownlow Sand)
(Cherry)
Fayette County, Texas

Special Order No. 3-67,082, Adopting Temporary Operating Rules for the Muldoon, NE (Brownlow Sand) and (Cherry) Fields, Fayette County, Texas, Effective May 1, 1977, as Amended by Order Effective November 13, 1978.

Order No. 3-69,977, effective November 13, 1978, makes permanent the rules adopted in Order No. 3-67,082.

The Commission finds that, after statutory notice in the above-numbered docket, heard on March 25, 1977, the presiding examiner has made and filed a report and proposal for decision containing findings of fact and conclusions of law, for which service was waived by parties of record; that the proposed application is in compliance with all statutory requirements; and that this proceeding was duly submitted to the Railroad Commission of Texas at conference held in its offices in Austin, Texas.

The Commission, after review and due consideration of the proposal for decision, the findings of fact and conclusions of law contained therein, hereby adopts as its own the findings of fact and conclusions of law contained therein, and incorporates said findings of fact and conclusions of law as if fully set out and separately stated herein.

Therefore, it is ordered by the Railroad Commission of Texas that effective May 1, 1977, the following temporary rules shall be adopted for the Muldoon, NE (Brownlow Sand) and (Cherry) Fields, Fayette County, Texas.

RULE 1. No well for oil or gas shall hereafter be drilled nearer than four hundred (400) feet to any well completed in or drilling to the same reservoir on the same lease, unitized tract or farm, and no well shall be drilled nearer than two hundred (200) feet to any property line, lease line or subdivision line; provided, however, that the Commission will, in order to prevent waste or to prevent the confiscation of property grant exceptions to permit drilling within shorter distances than herein prescribed whenever the Commission shall have determined that such exceptions are necessary either to prevent waste or to prevent the confiscation of property. When exception to this rule is desired, application therefor shall be filed and will be acted upon in accordance with the provisions of Commission Statewide Rules 37 and 38, which applicable provisions of said rules are incorporated herein by reference.

The aforementioned distances in the above rule are minimum distances to allow an operator flexibility in locating a well, and the above spacing rule and the other rules to follow are for the purpose of permitting only one well to each ten (10) acre proration unit.

In applying this rule the general order of the Commission with relation to the subdivision of property shall be observed.

RULE 2. The acreage assigned to the individual oil well for the purpose of allocating allowable oil production thereto shall be known as a proration unit. No proration unit shall consist of more than ten (10) acres except as hereinafter provided, and the two farthermost points in any proration unit shall not be in excess of one thousand one hundred (1100) feet removed from each other; provided, however, that in the case of long and narrow leases or in cases where because of the shape of the lease such is necessary to permit the utilization of tolerance acreage the Commission may after proper showing grant exceptions to the limitations as to the shape of proration units as herein contained. All proration units, however, shall consist of continuous and contiguous acreage which can reasonably be considered to be productive of oil.

If after the drilling of the last well on any lease and the assignment of acreage to each well thereon in accordance with the regulations of the Commission there remains an additional unassigned lease acreage of less than ten (10) acres, then and in such event the remaining unassigned lease acreage up to and including a total of five (5) acres may be assigned to the last well drilled on such lease or may be distributed among any group of wells located thereon so long as the proration units resulting from the inclusion of such additional acreage meets the limitations prescribed by the Commission.

Operators shall file with the Commission certified plats of their properties in said field, which plats shall set out distinctly all of those things pertinent to the determination of the acreage credit claimed for each well; provided that if the acreage assigned to any proration unit has been pooled, the operator

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-2
Rev. 6/12/78

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

API NO. if Available 42-041-30726

7. RRC District: 03

8. RRC Lease Number:

1. FIELD NAME (as per RRC Records or Wildcat): Kurten (Woodbine)

2. LEASE NAME: Pults Unit II

9. Well Number: 1

3. OPERATOR: Prodeco Exploration, Inc.

10. County: Brazos

4. ADDRESS: 15311 Vantage Parkway West, Suite 160

11. Purpose of Test: Initial Potential [X] Retest [ ] Reclass [ ]

5. If Operator has changed within last 60 days — Give former Operator: N/A

6a. Location (Section, Block, and Survey): Stephen F. Austin A-63

6b. Distance and Direction to nearest town in this county.: 4 miles N Bryan

12. If Workover or Reclass, Give former Field (with Reservoir) & Gas ID or Oil Lease #	FIELD & RESERVOIR	GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #	13. Type of Electric or other Log run	14. Completion or Recompletion Date
						4/23/82

SECTION I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping — Size & Type of Pump)	18. Choke Size
5/3/82	24	Flowing	18/64

	Oil — BBLS	Gas — MCF	Water — BBLS	Gas — Oil Ratio	Flowing Tubing Pressure
19. Production During Test Period ////	432	334	9	773	480 PSI
20. Calculated 24 Hour Rate /// ////	432	334	9	Oil Gravity — API — 60° 44	Casing Pressure PSI

21. Was Swab Used During this Test? Yes [ ] No [X]

22. Oil Produced Prior to Test (New & Reworked Wells)

23. Injection Gas-Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Barbara J. Epperson

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified and Date Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

List of Offset Operators Notified and Date Notified:

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Signature of Cementer or Authorized Representative

Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Barbara J. Epperson — Agent — May 3, 1982 — Phone 713 225-4954

REPRESENTATIVE OF COMPANY — TITLE — DATE — A/C NUMBER

Schlumberger

DUAL INDUCTION(SFL)/ GAMMA RAY

CSU Field Log

COMPANY: PRODECO EXPLORATION, INC.

WELL: PULTS UNIT #2

FIELD: KURTEN
COUNTY: BRAZOS
STATE: TEXAS

LOCATION: 662 FNEL & 4649 FNWL OF
STEPHEN F.AUSTIN SUR.
SEC: TWP: RGE:

PERMANENT DATUM: GND LEVEL
ELEV. OF PERM. DATUM: 329.0'
LOG MEASURED FROM: KB
14.0' ABOVE PERM. DATUM
DRLG. MEASURED FROM: KB

ELEVATIONS-
KB: 343.0'
DF: 342.0'
GL: 329.0'

DATE: 5 APR 82
RUN NO: 1

DEPTH-DRILLER: 8417.0'
DEPTH-LOGGER: 8425.0'
BTM. LOG INTERVAL: 8419.0'
TOP LOG INTERVAL: 3751.0'

CASING-DRILLER: 3754'
CASING-LOGGER: 3751'

OTHER SERVICES-
NONE

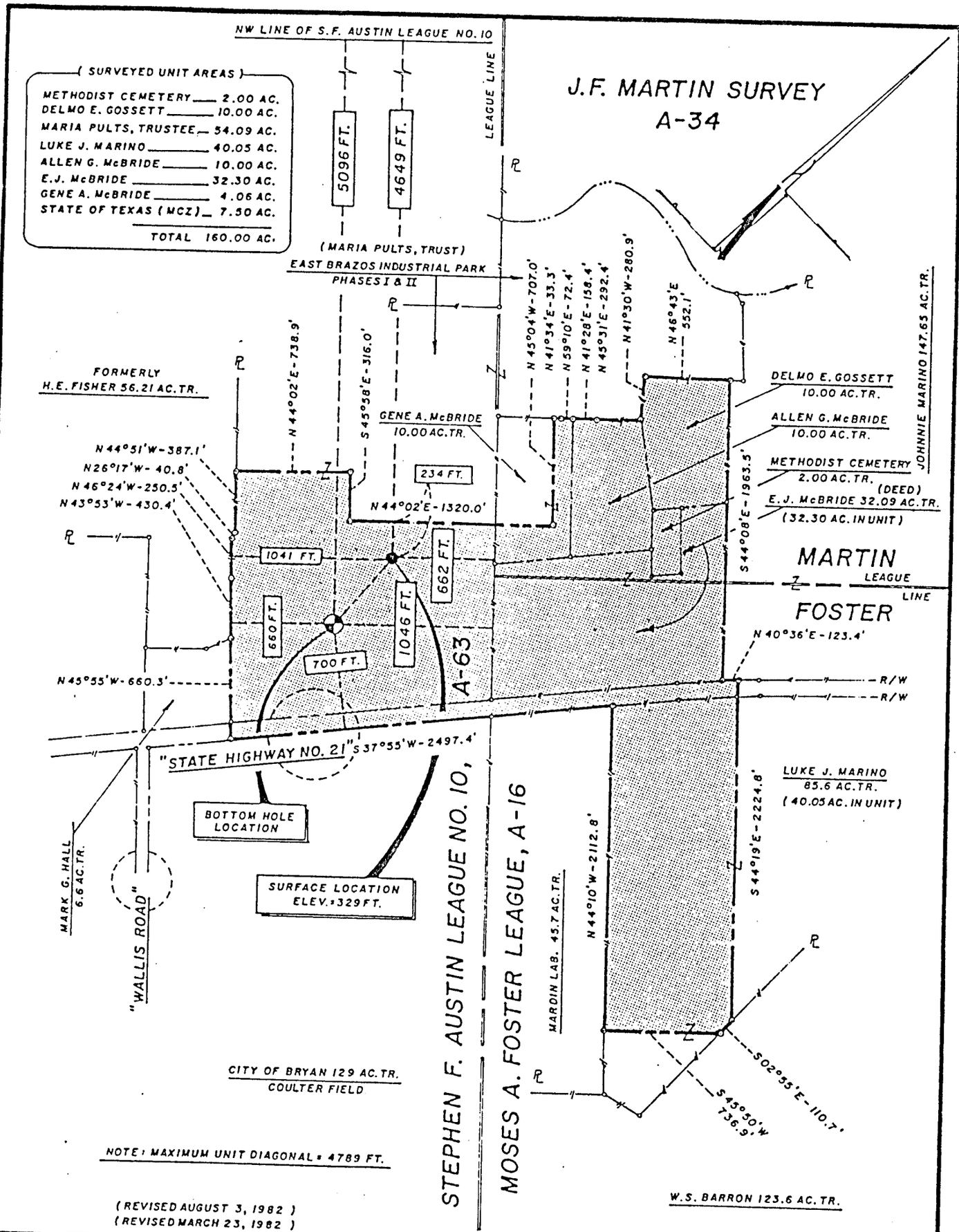
PROGRAM
TAPE NO:
20.2
SERVICE
ORDER NO:
297254

TYPE FLUID IN HOLE:	BENEX	
DENSITY:	9.5 LB/G	
VISCOSITY:	63.0 S	
PH:	8.5	
FLUID LOSS:	5.2 C3	
SOURCE OF SAMPLE:		
RM @ MEAS. TEMP:	1.470 OHMM AT 104. DF	
RMF @ MEAS. TEMP:	1.100 OHMM AT 104. DF	
RMC @ MEAS. TEMP:	2.230 OHMM AT 104. DF	
SOURCE RMF/RMC:	MEA /CALC	
RM @ BHT:	0.807 OHM AT 195. DF	
RMF @ BHT:	0.604 OHM AT 195. DF	
RMC @ BHT:	1.225 OHM AT 195. DF	
TIME CIRC. STOPPED:	0100 4/6/82	
TIME LOGGER ON BTM.:	0500 4/6/82	
MAX. REC. TEMP:	195.0 DF	
LOGGING UNIT NO:	8096	
LOGGING UNIT LOC:	BRENHAM	
RECORDED BY:	HALL	
WITNESSED BY:	MR.JIM STATHAM	

REMARKS:

CONTROL PULL AT 6080'.

EQUIPMENT NUMBERS-



NOTE: MAXIMUM UNIT DIAGONAL = 4789 FT.

(REVISED AUGUST 3, 1982)
(REVISED MARCH 23, 1982)

OIL/GAS WELL LOCATION PLAT

PRODECO EXPLORATION, INC. - OPERATOR

PULTS UNIT II, WELL NO. 1

160.00 ACRES

S.F. AUSTIN & M.A. FOSTER LEAGUES, A-63 & 16 &
J.F. MARTIN SURVEY, A-34
BRAZOS COUNTY, TEXAS

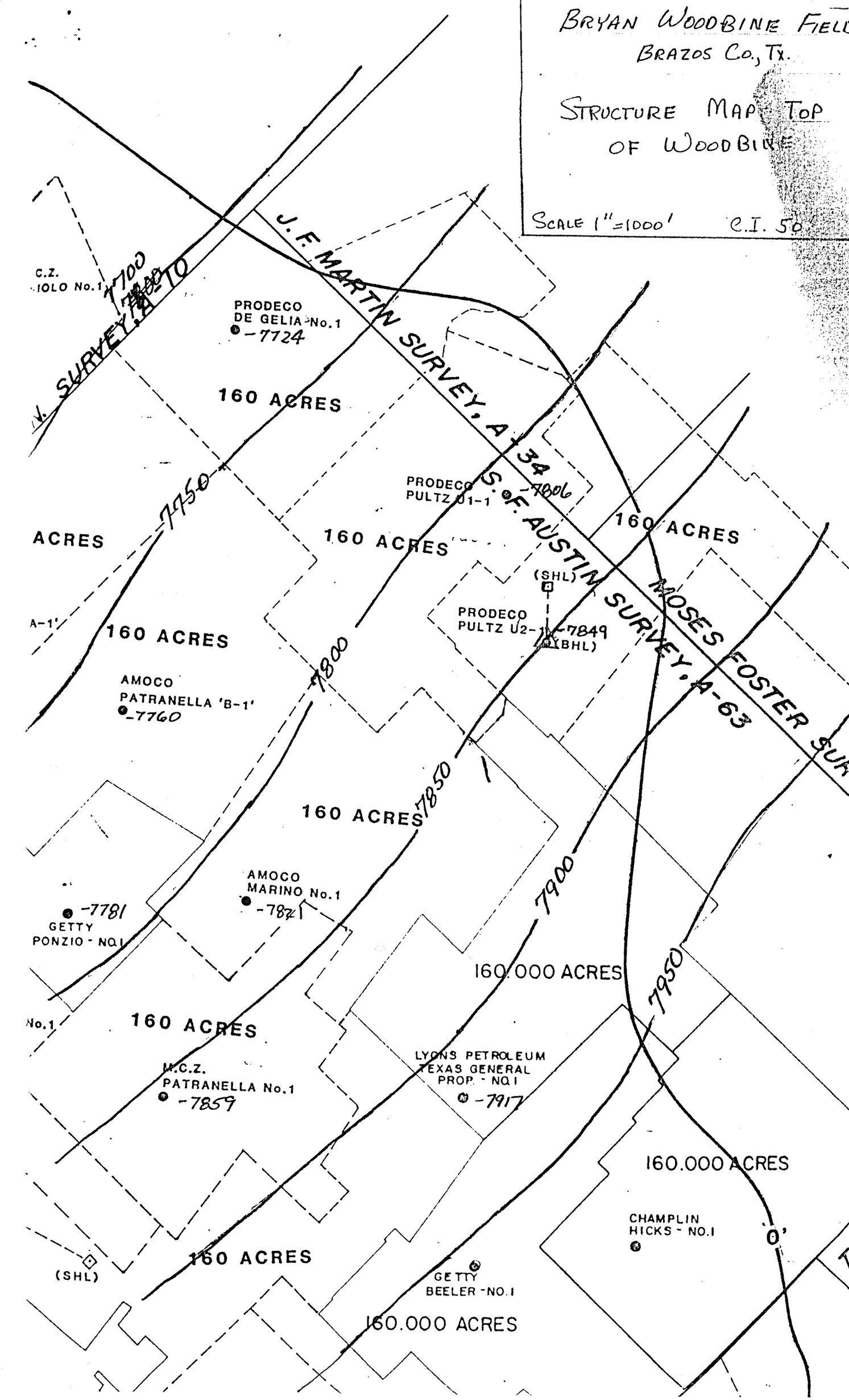
DATE: FEBRUARY 25, 1982	SCALE: 1" = 800'
JOB NO. 82-209	DRAWN BY: W.M.H.

HORATIO CHRIESMAN COMPANY
LAND SURVEYORS

STATE OF TEXAS
WAYNE M. HOLLIGAN
1905
REGISTERED
PUBLIC SURVEYOR

SURVEYED BY:

WAYNE M. HOLLIGAN, R.P.S. NO. 1905


BRYAN WOODBINE FIELD
BRAZOS Co., TX.
STRUCTURE MAP TOP OF WOODBINE
SCALE 1"=1000'
C.I. 50'
J.F. MARTIN SURVEY, A-34
S.F. AUSTIN SURVEY, A-63
MOSES FOSTER SUR
PRODECO DE GELIA No.1 -7724
PRODECO PULTZ U1-1 -7806
PRODECO PULTZ U2-1 -7849
(SHL)
(BHL)
AMOCO PATRANELLA 'B-1' -7760
AMOCO MARINO No.1 -7821
GETTY PONZIO - NO.1 -7781
M.C.Z. PATRANELLA No.1 -7859
LYONS PETROLEUM TEXAS GENERAL PROP. - NO.1 -7917
CHAMPLIN HICKS - NO.1
GETTY BEELER - NO.1
160 ACRES
160.000 ACRES
7700
7750
7800
7850
7900
7950
8000

THIS APPLICATION MUST BE FILED IN DUPLICATE IN THE APPROPRIATE DISTRICT OFFICE.

FORM W-1
1/1/81

API Well No. 42
Instruction (7a & b) on back side.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

[X] Directional Well [ ] Sidetrack [ ] Amended Permit (Explain in Remarks)

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER

Check one: [X] DRILL [ ] DEEPEN (Below Casing) [ ] DEEPEN (Within Casing) [ ] PLUG BACK [ ] RE-ENTER

7. RRC District: 03

8. County: Brazos

1. Operator: Prodeco Exploration, Inc

4a. Lease Name (32 Spaces Maximum): Pults Unit 11

4b. RRC Lease or ID No. (if assigned):

9. Well Number: 1

2. Address (Including City and Zip Code)
3833 Texas Avenue, Suite 200
Bryan, Texas 77801

5. Location (Sec., Blk., Survey): Stephen F. Austin No. 10 A-63

10. Number of Contiguous Acres in Lease or Unitized Tract: 165.96

6. This well is to be located 4 miles North Direction from Bryan Nearest Post Office or Town.

11. Distance from Proposed Location to Nearest Lease or Unit Line (ft.): ~~165~~ 660

3. Is Form P-5 (Organization Report) in Exact Operator Name Filed?
YES [X] NO [ ] (Instruction (2) on back side.)

12. Total Depth: 11,000

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13. FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below. One zone per line. List all zones for which a permit is sought.	14. Completion Depth	15. All Prior Rule 37 Exec. Case Numbers for this wellbore. If none, State None.	16. Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	17. Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	18. Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	19. Is this acreage presently assigned to another well in same res. on same lease? Yes or No. If yes explain in remarks.	20. Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease (ft.)	21. Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	22. Oil, Gas, or other Type Well (Specify)	23. Number of completed, permitted or applied for, locations on this lease in same reservoir for which this permit is sought? OIL	GAS
Kurten (Austin Chalk)	11,000	None	660/ 1867	160	166 ~~160~~	No	None	Regular 1 [X] Rule 37 2 [ ]	oil	---	----
Kurten (Woodbine)	11,000	None	660/ 1867	160	166 ~~160~~	No	None	Regular 1 [X] Rule 37 2 [ ]	oil	----	-----
Kurten (Buda)	11,000	None	660/ 1867	160	166 ~~160~~	No	None	Regular 1 [X] Rule 37 2 [ ]	oil	----	-----
Kurten (Georgetown)	11,000	None	467/ 1200	40	~~166~~ 40	No	None	Regular 1 [X] Rule 37 2 [ ]	oil	-----	------

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED: SURF 250'FNWL & 1100'FSWL

A. Lease Lines: BHL 700 FSEL & 660' FSWL
B. Survey Lines: surf 662' FNEL & 4649' ~~FNWL~~ of S.F. Austin A-10
BHL 1046' FNEL & 5096' FNWL of S.F. Austin A-10

27. Is this a pooled unit? YES [X] (Attach P-12, certified plat, & list of pooled zones) NO [ ]

28. Substandard Acreage YES [ ] (Attach W-1A) NO [X]

25. (a) Is this wellbore subject to SWR 36? Yes [ ] No [X]
(b) If subject to SWR 36, has Form H-9 been filed? If no, attach explanation.) [ ] [ ]

26. Do you anticipate future use of this wellbore to complete in any penetrated zone not listed in Column 13, for which a Rule 37 or Rule 38 exception is presently required? If Yes, attach a list of such zones and see Instruction # 8. Yes [ ] No [X]

NOTICE

NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

CERTIFICATE

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: directional hole due to commercial development and airport properties which permit drilling of straight hole.

Signature: Agent

Title: 2-26-82

Date

Telephone: Area Code 713 846-5021

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

Form P – 12
(1/16/74)

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

CERTIFICATE OF POOLING AUTHORITY

I, BARBARA T. EPPERSON, being of lawful age, being familiar with the matter, and having full knowledge of the facts set out, do state:

(1) That the acreage claimed for the purpose of establishing a pooled drilling or proration unit under applicable orders of the Railroad Commission of Texas, for the

NAME OF OPERATOR: Prodeco Exploration, Inc.

NAME OF POOLED UNIT: Pults Unit II WELL NO. 1

FIELD: Kurten (Woodbine) COUNTY,

TEXAS, contains 165.96 acres; that with respect to such pooled unit, as it is hereafter described, parties now owning a mineral interest or mineral interests (including royalty interests, working interests, or other mineral interests) therein either (1) acquired such interest as they now have subject to the provisions of an instrument or instruments now in effect and which permit the pooling of said interests or (2) have, by virtue of the execution of an instrument or instruments the provisions of which are now in effect, pooled such of said interests as they now own therein, in such manner that all of such pooled unit shall be considered by the Commission as one base tract as if all rights with respect thereto has been acquired under a single contract.

(2) That the pooled unit described in the preceding paragraph is made up of and contains the hereafter described individual tracts of land no part of which is embraced within any other pooled unit in the same field and which, by virtue of the pooling agreements referred to in the preceding paragraph, are now contained within the pooled unit herein described.

(3) That where a non-pooled undivided interest exists in any of the individual tracts pooled, that certain non-pooled interest is noted in the margin of this instrument beside the tract description to identify the existence of the non-pooled interests in that tract:

(OVER)

DESCRIPTION OF INDIVIDUAL TRACTS OR LEASES CONTAINED WITHIN POOLED UNIT REFERRED TO IN PARAGRAPH (1) ABOVE

NAME OF HOLDER OF LEASE	LEASE NAME	NO. OF ACRES	MARGIN
Prodeco Exploration, Inc.	Methodist Cemetery	2.00	
Prodeco Exploration, Inc.	Delmo E. Gossett	10.00	
Prodeco Exploration, Inc.	Maria Pults, Trustee	54.09	
Prodeco Exploration, Inc.	Luke J. Marino	46.01	
Prodeco Exploration, Inc.	Allen G. McBride	10.00	
Prodeco Exploration, Inc.	E. J. McBride	32.30	
Prodeco Exploration, Inc.	Gene A. McBride	4.06	
Prodeco Exploration, Inc.	State of Texas (MCZ)	7.50	
		165.96 acres	

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Barbara D. Gilpin — Agent — 5/10/82

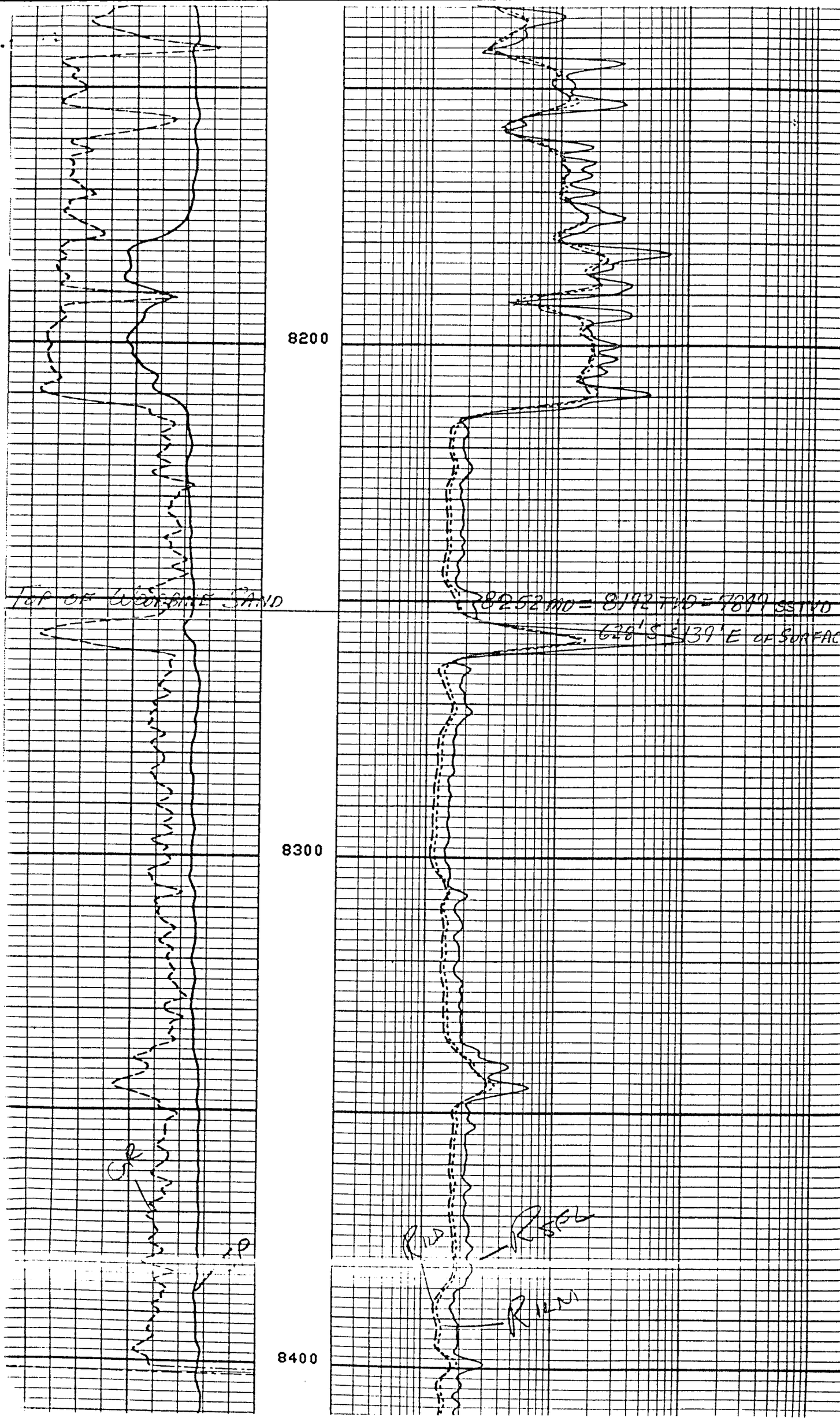
Representative of Operator — Title — Date

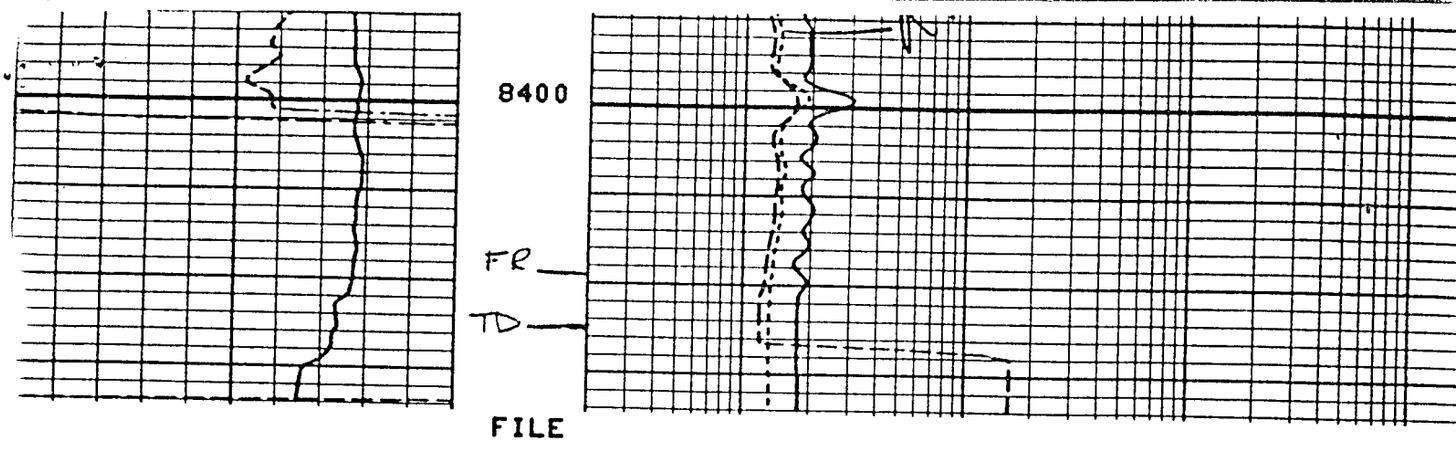
Telephone 713 225-4954

A/C — Number

INSTRUCTIONS

Where two or more tracts are pooled to form either a drilling unit or a proration unit as permitted by Commission regulation, the operator thereof must furnish a certificate of pooling authority at the time action by the Commission is sought either for a permit to drill on a pooled drilling unit or for establishment of an allowable for a well on a pooled proration unit.


8200
Top of Coconino SAND
8252 MD = 8192 TVD = 7899 SSTVD
628' S 139' E of SURFAC
8300
8400



FILE

14

GR (GAPI)		ILD (OHMM)
0.0 150.0		0.2000 2000.
SP (MV 10)		ILM (OHMM)
-80.00 20.00		0.2000 2000.
		SFLU(OHMM)
		0.2000 2000.

SENSOR MEASURE POINT TO TENSION REFERENCE POINT

ILD	6.9	FEET	GR	30.4	FEET
ILM	3.3	FEET	SFL	3.9	FEET
SPAR	.0	FEET	SP	.0	FEET
TENS	.0	FEET			

PARAMETERS

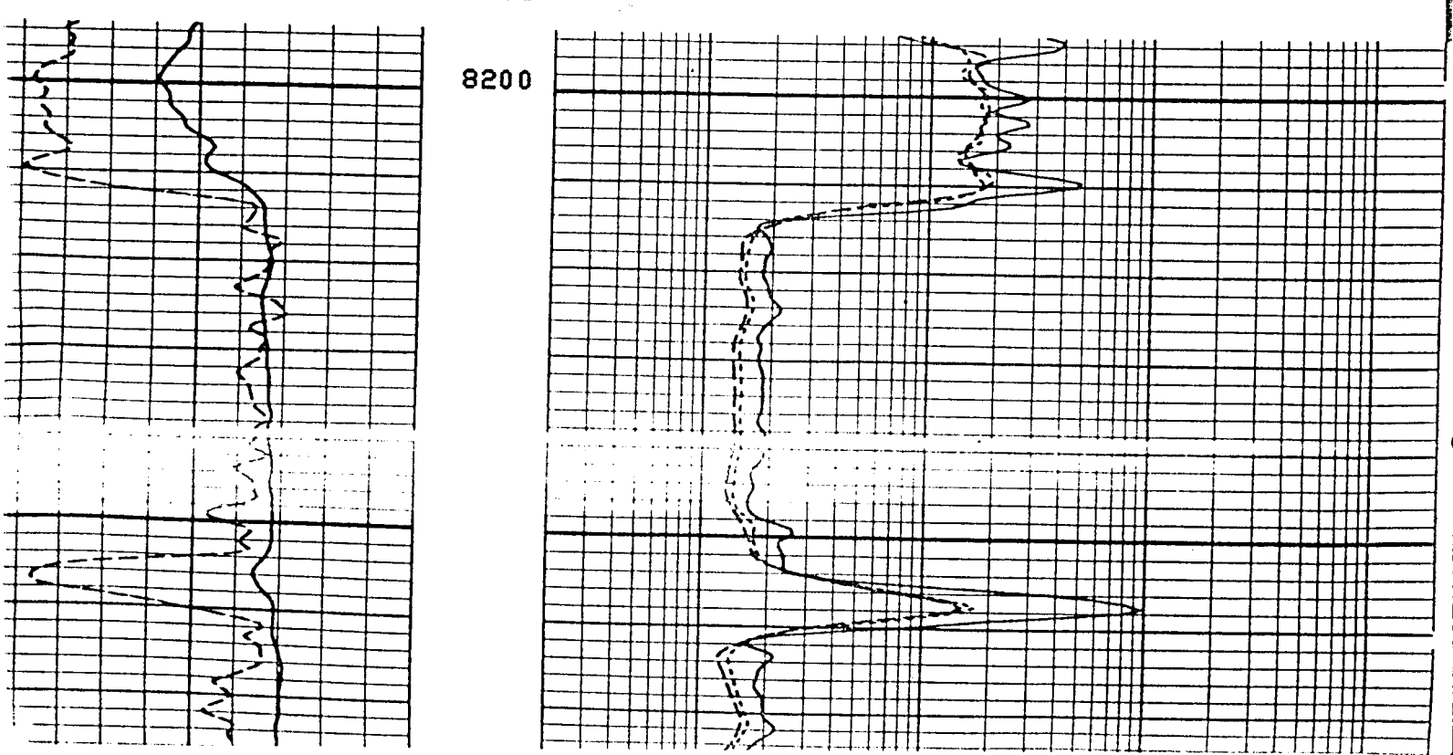
NAME	VALUE	UNIT	NAME	VALUE	UNIT
RMF	1.110		BS	8.750	IN
SBR	1.000	OHMM	DSEC	3.900	MMHO
FPHI	DPHI		MSEC	6.900	MMHO
DO	0.0		BHS	OPEN	

GR (GAPI)		ILD (OHMM)
0.0 150.0		0.2000 2000.
SP (MV)		ILM (OHMM)
-80.00 20.00		0.2000 2000.
		SFLU(OHMM)
		0.2000 2000.

FILE

13

REPEAT



14

August 20, 1985

MCZ, Incorporated
P.O. Box 52486
Houston, Texas 77052

Attention: R. W. Hallaran

RE: State Lease M-85461
Texas General Properties Unit Lease
Bryan (Woodbine) Field
Brazos County, Texas
MCZ Lease Number 83851-1

Dear Mr. Hallaran:

An examination of your oil royalty payments received for the subject unit indicates oil royalty has been underpaid $1,262.54 for the period June, 1982 through March, 1984 (see attached schedule).

Our records show that your oil payments were based on net value instead of the required gross value.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay $1,634.02 which includes $1,262.54 additional royalty and the required statutory delinquency penalty of $371.48. Failure to submit royalties when due subjects the amount owed to a statutory penalty of 1% of the amount owed for each thirty day period or fractional part thereof as provided by Section 52.131, Texas Natural Resources Code. However, no penalty may be less than Five Dollars ($5.00).

Payment should be received in this office no later than September 20, 1985. If you have any questions please feel free to contact me or Mike Nicklaus at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/MN/jlw

Attachments

CC: Lyons Petroleum, Incorporated
Suite 1500, Beck Building
Shreveport, Louisiana 71101
Attention: Tina Ford

M.F. # 85461

CORRESPONDENCE FILE

TO MCZ, Inc.

FROM

DATED 8-20-85

INDEX # 20

August 20, 1985

MCZ, Incorporated
P.O. Box 52486
Houston, Texas 77052

Attention: R. W. Hallaran

RE: State Lease M-85460; 85461
Wheeler Gas Unit & Patranella Oil Unit
Bryan (Woodbine) Field
Brazos County, Texas
MCZ Lease Number 69341-1 and 93371-2

Dear Mr. Hallaran:

An examination of your Oil & Condensate Reports (Form MA-1) and royalty payments received for the subject leases indicates oil royalty has been underpaid $5,225.44 for the period December, 1981 through February, 1984 (see attached schedule).

Our records show that no royalty payments were received for the months of February through August, 1982 and October, 1983 on the Wheeler Unit. In addition, all other payments received for December, 1981 through February, 1984 for both units were based on net value instead of gross value.

If your records show this royalty has been paid, please advise the total amount of the check and the approximate date it was mailed. If royalty has not been paid, please pay $7,033.11 which includes $5,225.44 additional royalty and the required statutory delinquency penalty of $1,807.67. Failure to submit royalties when due subjects the amount owed to a statutory penalty of 1% of the amount owed for each thirty day period or fractional part thereof as provided by Section 52.131, Texas Natural Resources Code. However, no penalty may be less than Five Dollars ($5.00).

Payment should be received in this office no later than September 20, 1985. If you have any questions please feel free to contact me or Mike Nicklaus at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/MN/jlw
Attachments

Pd
4917.61 12/2/85 R# 17414
2178.38 11/20/85 R# 18612
7095.99

M.F. # 85461

CORRESPONDENCE FILE

TO MCZ dna

FROM

DATED 8-20-85

INDEX # 21

Garry Mauro
Commissioner
General Land Office

August 23, 1985

Lyons Petroleum, Incorporated
1500 Beck Building
Shreveport, Louisiana 71101

RE: State Lease M-85461
Texas General Properites Unit No. 1 Lease
Bryan Woodbine Field
Brazos County, Texas

Attention: Accounting Manager

Dear Gentlemen:

Pursuant to the royalty reporting requirements set forth by the General Land Office, all unit production and royalties must be reported and paid under an assigned unit number.

This letter is to inform you the Unit Number 1765 has been assigned to Texas General Properties Unit Number 1. The Mineral File Number associated with this unit is: M-85461. It will be necessary for your company to distribute this number to all companies reporting production or royalties to the State of Texas on this unit.

Should you have any questions regarding this matter, please feel free to contact Pete Solis at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/PS/jlw

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M.F. # M-85461

CORRESPONDENCE FILE

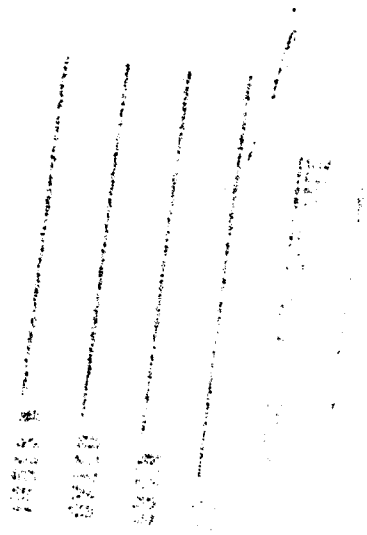
TO Lyons Petrol. Inc.

FROM GXO

DATED 8-23-85

INDEX # 22

Garry Mauro
Commissioner
General Land Office



August 23, 1985

Lyons Petroleum, Incorporated
1500 Beck Building
Shreveport, Louisiana 71101

Attention: Accounting Manager

RE: State Lease M-85461
Texas General Properties Unit No. 1 Lease
Bryan Woodbine Field
Brazos County, Texas

Dear Gentlemen:

Our records indicate first production was secured from the subject lease during May, 1982. As the State owns an interest in this lease, Section 52.131 of the Natural Resources Code requires that various reports supporting the lease's production, sales and related royalties be filed monthly with the General Land Office.

The due dates for the required reports and royalties should be determined as follows:

Oil and Condensate Reports (Form MA-1) are due in this office on or before the fifth day of the second month after the month of production.

Gas Reports (Form MA-2) are due in this office on or before the fifteenth day of the second month after the month of production.

Monthly Royalty Statements (Form MA-12) are due with all royalty payments.

Please find the following enclosures to assist you in preparing and filing the required documents:

- 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) Monthly Royalty Statements (Form MA-12), and a form letter for requesting additional forms.

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M.F. # 85461

CORRESPONDENCE FILE

TO Lyons Petrol. Inc.

FROM BLO

DATED 8-23-85

INDEX # 23

The enclosed booklet has been prepared to help all concerned parties in meeting General Land Office reporting and payment requirements. Filing instructions are also printed on the reverse side of all report forms. All Forms MA-1 and MA-2 must include the following Railroad Commission (RRC) Operator Code Number: 517210. This RRC code should be placed immediately to the right of the operator name.

Please submit the required monthly reports and supporting documents on a timely basis beginning with May, 1982 production and for each month's production thereafter. Failure to pay royalties and other sums of money within 30 days of the due date or to file reports completed in the form and manner prescribed by the General Land Office constitutes grounds for forfeiture and subjects the amounts owed to assessment of a penalty.

If you have any further questions, please feel free to contact me or Pete Solis at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/PS/jlw

Attachment

M.F. # M-85461

CORRESPONDENCE FILE

TO Lyons Relief Assn

FROM GLO

DATED 8-23-85

INDEX # 23

PRODECO EXPLORATION, INC.

OIL AND GAS DIVISION ORDER

COPY

To: PRODECO EXPLORATION, INC.
15311 Vantage Parkway West
Suite 160
Houston, Texas 77032

DIVISION ORDER NO. 1654351001

LEASE NO. 997, 1036, 1038

DATE: December 7, 19 83

Each of the undersigned certifies and guarantees that he is the legal owner of, and hereby warrants the title to, the interest shown below opposite his name in the oil, gas, casinghead gas, distillate and other petroleum products (hereinafter referred to as "PRODUCTS") produced and sold from the PULTS UNIT II, WELL #1 farm or lease, located in BRAZOS County, State of TEXAS, more particularly described as follows:

SEE EXHIBIT "B"

Effective 7:00 a.m. Date of 1st Production, and until further written notice, PRODECO EXPLORATION, INC. (hereinafter called "PRODECO") is hereby authorized to account to each of the undersigned for his interest in PRODUCTS in accordance with the division of interest which is correctly set out in Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions hereinafter set forth.

FIRST: Accounting and payment is to be made only for the products actually marketed, and the parties recognize the right of the lessee and operator of the property to use the products for drilling, producing or developing the property covered by such lease or leases, and the portion of the products so used need not be accounted for or paid for. Payment hereunder shall be made by mailing a check to each of the undersigned thereto entitled at the address above given. The undersigned authorize PRODECO to withhold from the proceeds of the sale of any and all PRODUCTS referred to herein the amount of any tax placed thereon, or on the production thereof, by any governmental authority, and to pay same on behalf of the undersigned. If the proceeds accruing to any interest hereunder shall amount to less than Ten Dollars ($10.00) per month, PRODECO is hereby authorized to make payment for such accruals at such time as the accruals shall have accumulated in the amount of $10.00 or more.

SECOND: The undersigned shall furnish PRODECO, upon request, satisfactory evidence of title, free and clear of liens or encumbrances, and agree that if any dispute or adverse claim arises with respect to the interest of any of the undersigned, PRODECO may withhold payment, without interest, until such dispute or adverse claim is settled to the satisfaction of PRODECO, or until the undersigned shall give satisfactory indemnity to PRODECO. The undersigned agree to give PRODECO full and prompt information about any claims or lawsuits affecting their interest. The undersigned agree that PRODECO may assign all rights hereunder at any time without the consent of the undersigned, and same shall be binding upon the undersigned upon notice thereof being mailed (United States Mail) to the last known address of the undersigned as shown by the records of PRODECO.

GLO Copy

THIRD: The undersigned severally agree to notify PRODECO of any change of ownership and no transfer of interest shall be binding upon PRODECO until a transfer order and the recorded instrument evidencing such transfer, or a certified copy thereof, shall be furnished PRODECO. Transfers of interest shall be made effective no earlier than the first day of the succeeding calendar month in which notice is received by PRODECO. PRODECO 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 interests and the undersigned whose interests are affected by such money or other payments, if any, agree to give PRODECO notice in writing by registered letter addressed to **Prodeco Exploration, Inc., 15311 Vantage Parkway West, Suite 160, Houston, Texas 77032,** when any such payments have been completed or discharged or when any other division of interest other 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, PRODECO shall be held harmless and is hereby released from any and all damages or loss which might arise out of any overpayment.

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

ATTEST/WITNESS:

_____

_____

FIRST NATIONAL BANK OF BRYAN

By_____

Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

By_____
Mary Ann Holland
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

By_____
Jeannie Mae May
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

MONT BELVIEU STATE BANK
FOR THE ACCOUNT OF ROBERT A. PULTS

By_____

Social Security or
Tax I.D. No.: _____
Address: _____
_____

IN ACCORDANCE WITH FEDERAL LAW, PLEASE INDICATE YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER ABOVE AND BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN TO PREVENT DELAY IN RECEIVING CHECKS.

ATTEST/WITNESS:

_____

_____

By_____
E. J. McBride
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

By_____
Clara T. McBride
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

THE STATE OF TEXAS (LEASE NO. 85461)

_____

_____

By_____

Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

By_____
Luke J. Marino
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

_____

_____

By_____
Louise F. Marino
Social Security or
Tax I.D. No.: _____
Address: _____
_____

ATTEST/WITNESS:

BELLPORT OIL & GAS INC.

_____

_____

By_____

Social Security or
Tax I.D. No.: _____
Address: _____
_____

IN ACCORDANCE WITH FEDERAL LAW, PLEASE INDICATE YOUR SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER ABOVE AND BE SURE YOUR SIGNATURE IS WITNESSED AND YOUR CORRECT ADDRESS IS SHOWN TO PREVENT DELAY IN RECEIVING CHECKS.

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF
DIVISION ORDER NO. 1654351001,
COVERING PRODUCTION FROM THE
PULTS UNIT II, WELL #1

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Unit Tract No. 1 (54.09/160 or .3380625)		
	Royalty Interests		
	First National Bank of Bryan, Texas	1/2 of 1/8 of 54.09/160	.0211289
	Mary Ann Holland	1/8 of 1/6 of 54.09/160	.0070430
	Jeannie Mae May	1/8 of 1/6 of 54.09/160	.0070430
	Mont Belvieu State Bank for the Account of Robert A. Pults	1/8 of 1/6 of 54.09/160	.0070429
	Robert Alfred Pults, Trustee	1/8 of 1/6 of 54.09/160	.0070429
	Overriding Royalty Interests		
	Hi-Lo, Inc.	1/2 of 1% of 54.09/160 PLUS 1/2 of 1.50% of 54.09/160	.0042258
	Bellport Oil & Gas Inc.	1/2 of 1% of 54.09/160 PLUS 1/2 of 1.50% of 54.09/160	.0042258
	Donald L. Hall	.628% of 54.09/160	.0021230
	Gulf Oil Corporation	4.5773% of 54.09/160	.0154741
	Prodeco Oil & Gas Co. Ltd.	2.7114% of 54.09/160	.0091662
	Working Interests		
	Prodeco Exploration, Inc.	55% of 75% of 54.09/160	.1394508
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 75% of 54.09/160	.0456384
	Quinstar Resources, Inc.	10% of 75% of 54.09/160	.0253547
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 75% of 54.09/160	.0253547
	TCO Resources Corporation	7% of 75% of 54.09/160	.0177483

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Unit Tract No. 2 (4.06/160 or .0253750)		
	Royalty Interests		
	Gene Austin McBride and wife, June F. McBride	1/6 of 4.06/160	.0042292
	Overriding Royalty Interests		
	Bellport Oil & Gas Inc.	1% of 4.06/160	.0002537
	Hi-Lo, Inc.	1% of 4.06/160	.0002537
	Gulf Oil Corporation	3.1666% of 4.06/160	.0008035
	Prodeco Oil & Gas Co. Ltd.	3.1664% of 4.06/160	.0008035
	Working Interests		
	Prodeco Exploration, Inc.	55% of 50% of 5/6 of 4.06/160 LESS 55% of 50% of 2% of 4.06/160 LESS 55% of 6.333% of 4.06/160	.0047917
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 50% of 5/6 of 4.06/160 LESS 18% of 50% of 2% of 4.06/160 LESS 18% of 6.333% of 4.06/160	.0015682
	Quinstar Resources, Inc.	10% of 50% of 5/6 of 4.06/160 LESS 10% of 50% of 2% of 4.06/160 LESS 10% of 6.333% of 4.06/160	.0008712
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 50% of 5/6 of 4.06/160 LESS 10% of 50% of 2% of 4.06/160 LESS 10% of 6.333% of 4.06/160	.0008712
	TCO Resources Corporation	7% of 50% of 5/6 of 4.06/160 LESS 7% of 50% of 2% of 4.06/160 LESS 7% of 6.333% of 4.06/160	.0006099
	Petromark Minerals, Inc.	20% of 5/6 of 4.06/160 LESS 20% of 2% of 4.06/160	.0041277
	BlueSky Oil & Gas Inc.	30% of 5/6 of 4.06/160 LESS 30% of 2% of 4.06/160	.0061915

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Unit Tract No. 3 (10/160 or .0625)		
	Royalty Interests		
	Allen Geter McBride	1/2 of 1/6 of 10/160	.0052083
	The Veterans Land Board of the State of Texas for the Account of Allen Geter McBride	1/2 of 1/6 of 10/160	.0052083
	Overriding Royalty Interests		
	Bellport Oil & Gas Inc.	1.5% of 10/160	.0009375
	Hi-Lo, Inc.	1.5% of 10/160	.0009375
	Donald L. Hall	.50% of 10/160	.0003125
	Gulf Oil Corporation	2.41665% of 10/160	.0015104
	Prodeco Oil & Gas Co. Ltd.	2.41665% of 10/160	.0015104
	Working Interests		
	Petromark Minerals, Inc.	20% of 5/6 of 10/160 LESS 20% of 3.50% of 10/160	.0099792
	BlueSky Oil & Gas Inc.	30% of 5/6 of 10/160 LESS 30% of 3.50% of 10/160	.0149688
	Prodeco Exploration, Inc.	55% of 50% of 5/6 of 10/160 LESS 55% of 50% of 3.50% of 10/160 LESS 55% of 4.8333% of 10/160	.0120599
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 50% of 5/6 of 10/160 LESS 18% of 50% of 3.50% of 10/160 LESS 18% of 4.8333% of 10/160	.0039469
	Quinstar Resources, Inc.	10% of 50% of 5/6 of 10/160 LESS 10% of 50% of 3.50% of 10/160 LESS 10% of 4.8333% of 10/160	.0021927
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 50% of 5/6 of 10/160 LESS 10% of 50% of 3.50% of 10/160 LESS 10% of 4.8333% of 10/160	.0021927

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	TCO Resources Corporation	7% of 50% of 5/6 of 10/160 LESS 7% of 50% of 3.50% of 10/160 LESS 7% of 4.8333% of 10/160	.0015349
	Unit Tract No. 4 (10/160 or .0625)		
	Royalty Interests		
	Douglas H. McBride and wife, Katherine McBride	1/2 of 1/6 of 10/160	.0052083
	The Veterans Land Board of the State of Texas for the Account of Douglas H. McBride and wife, Katherine McBride	1/2 of 1/6 of 10/160	.0052083
	Overriding Royalty Interests		
	Bellport Oil & Gas Inc.	1.5% of 10/160	.0009375
	Hi-Lo, Inc.	1.5% of 10/160	.0009375
	Donald L. Hall	.50% of 10/160	.0003125
	Gulf Oil Corporation	2.41665% of 10/160	.0015104
	Prodeco Oil & Gas Co. Ltd.	2.41665% of 10/160	.0015104
	Working Interests		
	Petromark Minerals, Inc.	20% of 5/6 of 10/160 LESS 20% of 3.50% of 10/160	.0099792
	BlueSky Oil & Gas Inc.	30% of 5/6 of 10/160 LESS 30% of 3.50% of 10/160	.0149688
	Prodeco Exploration, Inc.	55% of 50% of 5/6 of 10/160 LESS 55% of 50% of 3.50% of 10/160 LESS 55% of 4.8333% of 10/160	.0120599
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 50% of 5/6 of 10/160 LESS 18% of 50% of 3.50% of 10/160 LESS 18% of 4.8333% of 10/160	.0039469
	Quinstar Resources, Inc.	10% of 50% of 5/6 of 10/160 LESS 10% of 50% of 3.50% of 10/160 LESS 10% of 4.8333% of 10/160	.0021927

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 50% of 5/6 of 10/160 LESS 10% of 50% of 3.50% of 10/160 LESS 10% of 4.8333% of 10/160	.0021927
	TCO Resources Corporation	7% of 50% of 5/6 of 10/160 LESS 7% of 50% of 3.50% of 10/160 LESS 7% of 4.8333% of 10/160	.0015349
	Unit Tract No. 5 (2/160 or .0125)		
	Royalty Interest		
	The United Methodist Church	1/6 of 2/160	.0020833
	Working Interests		
	Prodeco Exploration, Inc.	55% of 37.2% of 5/6 of 2/160	.0021313
	Heirloom Energy Corporation	18% of 37.2% of 5/6 of 2/160	.0006975
	TCO Resources Corporation	7% of 37.2% of 5/6 of 2/160	.0002712
	Bellport Oil & Gas Inc.	10% of 37.2% of 5/6 of 2/160	.0003875
	Quinstar Resources, Inc.	10% of 37.2% of 5/6 of 2/160	.0003875
	Gulf Oil Corporation	62.8% of 5/6 of 2/160	.0065417
	Unit Tract No. 6 (32.30/160 or .201875)		
	Royalty Interest		
	E. J. McBride and wife, Clara T. McBride	1/6 of 32.30/160	.0336458
	Overriding Royalty Interests		
	Bellport Oil & Gas Inc.	1.5% of 32.30/160	.0030281
	Hi-Lo, Inc.	1.5% of 32.30/160	.0030281
	Donald L. Hall	.50% of 32.30/160	.0010094
	Gulf Oil Corporation	2.41665% of 32.30/160	.0048786
	Prodeco Oil & Gas Co. Ltd.	2.41665% of 32.30/160	.0048786

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Working Interests		
	Petromark Minerals, Inc.	20% of 5/6 of 32.30/160 LESS 20% of 3.50% of 32.30/160	.0322327
	BlueSky Oil & Gas Inc.	30% of 5/6 of 32.30/160 LESS 30% of 3.50% of 32.30/160	.0483491
	Prodeco Exploration, Inc.	55% of 50% of 5/6 of 32.30/160 LESS 55% of 50% of 3.50% of 32.30/160 LESS 55% of 4.8333% of 32.30/160	.0389535
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 50% of 5/6 of 32.30/160 LESS 18% of 50% of 3.50% of 32.30/160 LESS 18% of 4.8333% of 32.30/160	.0127484
	Quinstar Resources, Inc.	10% of 50% of 5/6 of 32.30/160 LESS 10% of 50% of 3.50% of 32.30/160 LESS 10% of 4.8333% of 32.30/160	.0070825
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 50% of 5/6 of 32.30/160 LESS 10% of 50% of 3.50% of 32.30/160 LESS 10% of 4.8333% of 32.30/160	.0070825
	TCO Resources Corporation	7% of 50% of 5/6 of 32.30/160 LESS 7% of 50% of 3.50% of 32.30/160 LESS 7% of 4.8333% of 32.30/160	.0049577
	Unit Tract No. 7 (7.50/160 or .046875)		
	Royalty Interest		
	The State of Texas (Lease No. 85461)	28% of 7.50/160	.0131250
	Working Interests		
	MCZ, Inc.	20% of 72% of 7.50/160	.0067500
	Andrus Resources Corp.	51.875% of 72% of 7.50/160	.0175078
	Bill W. Andrus	9.375% of 72% of 7.60/160	.0031640

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Charles R. Robinson	6.250% of 72% of 7.50/160	.0021094
	Milton M. Cooke, Sr.	6.250% of 72% of 7.50/160	.0021094
	Milton M. Cooke, Jr.	6.250% of 72% of 7.50/160	.0021094
	Unit Tract No. 8 (40.05/160 or .2503125)		
	Royalty Interest		
	Luke J. Marino and wife, Louise F. Marino	1/8 of 40.05/160	.0312891
	Overriding Royalty Interests		
	Donald L. Hall	.628% of 40.05/160	.0015720
	Hi-Lo, Inc.	1.5% of 40.05/160	.0037547
	Bellport Oil & Gas Inc.	1.5% of 40.05/160	.0037547
	Gulf Oil Corporation	5.57162% of 40.05/160	.0139464
	Prodeco Oil & Gas Co. Ltd.	3.30038% of 40.05/160	.0082613
	Working Interests		
	Prodeco Exploration, Inc.	55% of 7/8 of 40.05/160 LESS 55% of 12.50% of 40.05/160	.1032539
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	18% of 7/8 of 40.05/160 LESS 18% of 12.50% of 40.05/160	.0337922
	Quinstar Resources, Inc.	10% of 7/8 of 40.05/160 LESS 10% of 12.50% of 40.05/160	.0187734
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	10% of 7/8 of 40.05/160 LESS 10% of 12.50% of 40.05/160	.0187734
	TCO Resources Corporation	7% of 7/8 of 40.05/160 LESS 7% of 12.50% of 40.05/160	.0131414

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST

RECAP

Name and Address	Tract	Decimal Interest
First National Bank of Bryan, Texas P. O. Box 833 Bryan, Texas 77805	1	.0211289 RI
Mary Ann Holland 1811 Montview Greely, Colorado 80631	1	.0070430 RI
Jeannie Mae May c/o American Mortgage & Loan 1252 Main Street Baker, Louisiana 70714 -CONFIDENTIAL-	1	.0070430 RI
Mont Belvieu State Bank for the Account of Robert A. Pults P. O. Box 420 Mont Belvieu, Texas 77580	1	.0070429 RI
Robert Alfred Pults, Trustee 718 Loire Houston, Texas 77090	1	.0070429 RI
Gene Austin McBride and wife, June F. McBride 8410 Forestside Lane Houston, Texas 77095	2	.0042292 RI
Allen Geter McBride P. O. Box 13333 Houston, Texas 77219	3	.0052833 RI
The Veterans Land Board of the State of Texas for the Account of Allen Geter McBride Austin, Texas 78701	3	.0052083 RI
Douglas H. McBride and wife, Katherine McBride Route 2, Box 107 Bryan, Texas 77801	4	.0052083 RI
The Veterans Land Board of the State of Texas for the Account of Douglas H. McBride and wife, Katherine McBride Austin, Texas 78701	4	.0052083 RI

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Name and Address	Tract	Decimal Interest
	The United Methodist Church 5215 Main Street Houston, Texas 77002	5	.0020833 RI
	E. J. McBride and wife, Clara T. McBride Route 3 Franklin, Texas 77856	6	.0336458 RI
	The State of Texas (Lease No. 85461) Commissioner of the General Land Office Austin, Texas 78701	7	7.5/160.0 X .28 = .0131250 RI ✓
	Luke J. Marino and wife, Louise F. Marino Route 2, Box 106 Bryan, Texas 77801	8	.0312891 RI
	Bellport Oil & Gas Inc. 1700, 717-7th Avenue S.W. Calgary, Alberta T2P 0Z3	1 (.0042258 ORI) 2 (.0002537 ORI) 3 (.0009375 ORI) 4 (.0009375 ORI) 5 (.0003875 WI) 6 (.0030281 ORI) 8 (.0037547 ORI)	.0131373 ORI .0003875 WI
	Hi-Lo, Inc. Suite 1550, Central Park Plaza 340 - 12th Ave. S.W. Calgary, Alberta T2R 1L5	1 (.0042258) 2 (.0002537) 3 (.0009375) 4 (.0009375) 6 (.0030281) 8 (.0037547)	.0131373 ORI
	Donald L. Hall Route 5, Box 843-F New Braunfels, Texas 78130	1 (.0021230) 3 (.0003125) 4 (.0003125) 6 (.0010094) 8 (.0015720)	.0053294 ORI
	Gulf Oil Corporation P. O. Box 1635 Houston, Texas 77251	1 (.0154741 ORI) 2 (.0008035 ORI) 3 (.0015104 ORI) 4 (.0015104 ORI) 5 (.0065417 WI) 6 (.0048786 ORI) 8 (.0139464 ORI)	.0381235 ORI .0065417 WI

EXHIBIT "A" CONT'D.
Page 10 of 11

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Name and Address	Tract	Decimal Interest
	Prodeco Oil & Gas Co. Ltd. P. O. Box 100960 Houston, Texas 77212	1 (.0091662) 2 (.0008035) 3 (.0015104) 4 (.0015104) 6 (.0048786) 8 (.0082613)	.0261304 ORI
	Prodeco Exploration, Inc. P. O. Box 100960 Houston, Texas 77212	1 (.1394508) 2 (.0047917) 3 (.0120599) 4 (.0120599) 5 (.0021313) 6 (.0389535) 8 (.1032539)	.3127010 WI
	* Canadian Commercial Bank for the Account of Heirloom Energy Corporation	1 (.0456384) 2 (.0015682) 3 (.0039469) 4 (.0039469) 6 (.0127484) 8 (.0337922)	.1016410 WI
	Quinstar Resources, Inc. 640, 707-7th Avenue S.W. Calgary, Alberta T2P 0Z2	1 (.0253547) 2 (.0008712) 3 (.0021927) 4 (.0021927) 5 (.0003875) 6 (.0070825) 8 (.0187734)	.0568547 WI
	** Bank of Montreal for the Account of Bellport Oil & Gas Inc.	1 (.0253547) 2 (.0008712) 3 (.0021927) 4 (.0021927) 6 (.0070825) 8 (.0187734)	.0564672 WI
	TCO Resources Corporation 200 - 708-11th Ave. S.W. Calgary, Alberta T2R 0E4	1 (.0177483) 2 (.0006099) 3 (.0015349) 4 (.0015349) 5 (.0002712) 6 (.0049577) 8 (.0131414)	.0397983 WI
	Petromark Minerals, Inc. P. O. Box 100960 Houston, Texas 77212	2 (.0041277) 3 (.0099792) 4 (.0099792) 6 (.0322327)	.0563188 WI

DIVISION ORDER NO. 1654351001

PRODECO OWNER NO.	OWNER NAME AND ADDRESS	FRACTIONAL INTEREST	DECIMAL INTEREST
	Name and Address	Tract	Decimal Interest
	BlueSky Oil & Gas Inc. 7th Floor, 333 5th Ave. S.W. Calgary, Alberta T2P 3B6	2 (.0061915) 3 (.0149688) 4 (.0149688) 6 (.0322327)	.0563188 WI
	MCZ, Inc. P. O. Box 52486 Houston, Texas 77052	7	.0067500 WI
	Andrus Resources Corp. 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	7	.0175078 WI
	Bill W. Andrus 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	7	.0031640 WI
	Charles R. Robinson 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	7	.0021094 WI
	Milton M. Cooke, Sr. 2310 McAllister Houston, Texas 77092	7	.0021094 WI
	Milton M. Cooke, Jr. 2310 McAllister Houston, Texas 77092	7	.0021094 WI

* Subject to that certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated January 30, 1982 from Heirloom Energy Corp. to Robert M. McDonald, Trustee for the Canadian Commercial Bank, recorded in Vol. 336, Pg. 303 of the Deed of Trust Records, Brazos County, Texas.

** Subject to that certain Deed of Trust, Security Agreement and Financing Statement (Oil and Gas) dated July 19, 1982 from Bellport Oil & Gas Inc. to Harold R. DeMoss, Jr., Trustee for the Bank of Montreal, recorded in Vol. 338, Pg. 119 of the Deed of Trust Records, Brazos County, Texas.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF
DIVISION ORDER NO. 1654351001
COVERING PRODUCTION FROM THE
PULTS UNIT II, WELL #1

PRODECO EXPLORATION, INC., ET AL.-PULTS UNIT II, WELL #1

S.F. AUSTIN LEAGUE NO. 10, A-63 & M.A. FOSTER LEAGUE, A-16 &
J.F. MARTIN 1/4 LEAGUE, A-34
BRAZOS COUNTY, TEXAS

Field notes of a 160.00 acre oil/gas well unit lying and being situated partly in the STEPHEN F. AUSTIN LEAGUE NO. 10, Abstract No. 63, partly in the JOHN F. MARTIN 1/4 LEAGUE, Abstract No. 34 and partly in the MOSES A. FOSTER LEAGUE, Abstract No. 16 all of Brazos County, Texas and being composed of the following eight tracts or portions of land: 54.09 acres of the Maria Pults, Trustee 147.11 acre tract, 4.06 acres of the Gene A. McBride 10.00 acre tract, all of the Allen G. McBride 10.00 acre tract, all of the Delmo E. Gossett 10.00 acre tract, all of the Methodist Church South 2.00 acre tract, all of the E.J. McBride 32.30 acre tract, 7.50 acres of the State of Texas Highway No. 21 R.O.W. and 40.05 acres of the Luke J. Marino 85.6 acre tract and as the unit is now located on the ground being more particularly described as follows:

BEGINNING at a 1/2" iron rod, found in a southeasterly line of the Maria Pults, Trustee 147.11 acre tract (East Brazos Industrial Park, Phase II), marking the north corner of the beforementioned Delmo E. Gossett 10.00 acre tract;

THENCE S. 44-08 E. along the northeast lines of said Gossett tract and the beforementioned E.J. McBride 32.30 acre tract for a distance of 1963.5 feet to a point, for ell corner;

THENCE N. 40-36 E. along the northwest right-of-way line of State Highway No. 21 for a distance of 123.4 feet to a point, for ell corner;

THENCE S. 44-19 E. across Highway No. 21 and the beforementioned Luke J. Marino 85.6 acre tract (at 100.7 feet pass southeast right-of-way line) for a total distance of 2224.8 feet to a point, for corner;

THENCE S.02-55 E. along a fence marking the common line between said Marino tract and the W.S. Barron 123.6 acre tract for a distance of 110.7 feet to a point, for an angle point,

THENCE S. 45-50 W. across said Marino tract for a distance of 736.9 feet to a point, for ell corner;

THENCE N. 44-10 W. along the common line between said Marino tract and the Mardin Lab. 45.7 acre tract for a distance of 2112.8 feet to a point near an 8" creasote post, for ell corner;

THENCE S. 37-55 W. along the southeast right-of-way line of Highway No. 21 for a distance of 2497.4 feet to a point, for corner;

THENCE N. 45-55 W. across said Highway for a distance of 100.0 feet to a point in the northwest right-of-way line;

THENCE along the southwest line of the beforementioned Maria Pults, Trustee 147.11 acre tract (East Brazos Industrial Park, Phase I) for the following five calls:

N. 45-55 W. for a distance of 560.3 feet to an iron pipe,
N. 43-53 W. for a distance of 430.4 feet to a cross-tie,
N. 46-24 W. for a distance of 250.5 feet to a cross-tie,
N. 26-17 W. for a distance of 40.8 feet to a 4" Hackberry,
N. 44-51 W. for a distance of 387.1 feet to a point, for corner;

THENCE across said Pults tract and the beforementioned Gene A. McBride 10.00 acre tract for the following three calls:

N. 44-02 E. for a distance of 738.9 feet,
S. 45-58 E. for a distance of 316.0 feet,
N. 44-:2 E. (at 934.2 feet pass the southwest line of said G.A. McBride tract) for a total distance of 1320.0 feet to a point within McBride tract, for ell corner;

THENCE N. 45-04 W. across said McBride tract for a distance of 707.0 feet to a point, for ell corner;

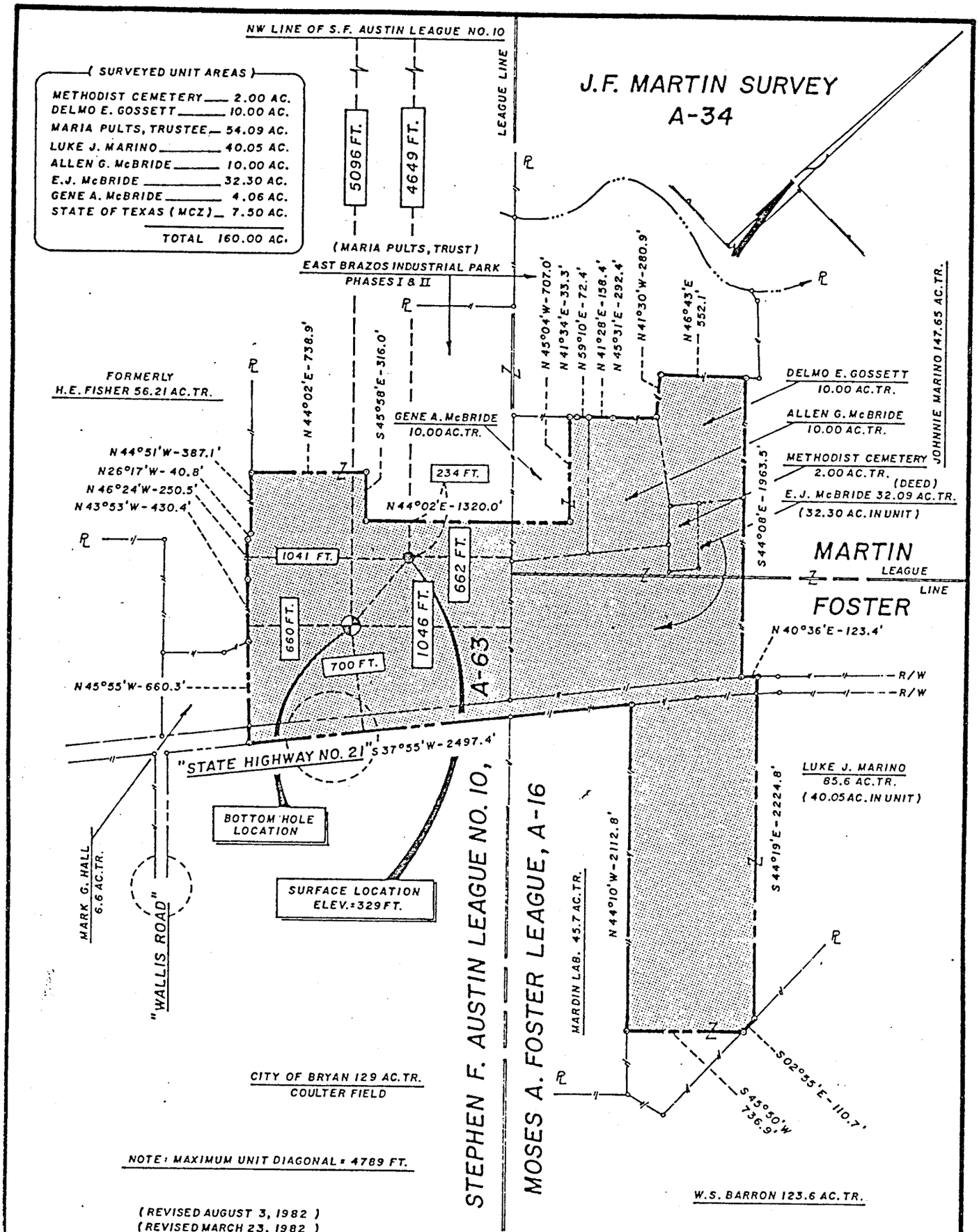
THENCE along the southeasterly lines of the beforementioned Pults tract (being in common with the G.A. McBride tract, Allen G. McBride 10.00 acre tract and the Delmo E. Gossett 10.00 acre tract) for the following six calls:

N. 41-34 E. for a distance of 33.3 feet,
N. 59-10 E. for a distance of 72.4 feet,
N. 41-28 E. for a distance of 158.4 feet,
N. 45-31 E. for a distance of 292.4 feet,
N. 41-30 W. for a distance of 280.9 feet,
N. 46-43 E. for a distance of 552.1 feet to the PLACE OF BEGINNING, containing 160.00 acres of land, more or less.

STATE OF TEXAS
WAYNE M. HOLLIGAN
1905
REGISTERED PUBLIC SURVEYOR

Revised August, 1982;

By: Wayne M. Holligan R.P.S. No. 1905



NOTE: MAXIMUM UNIT DIAGONAL = 4789 FT.

(REVISED AUGUST 3, 1982)
(REVISED MARCH 23, 1982)

OIL/GAS WELL LOCATION PLAT

PRODECO EXPLORATION, INC. - OPERATOR

PULTS UNIT II, WELL NO. 1

160.00 ACRES

S.F. AUSTIN & M.A. FOSTER LEAGUES, A-63 & 16 &
J.F. MARTIN SURVEY, A-34
BRAZOS COUNTY, TEXAS

DATE: FEBRUARY 25, 1982	SCALE: 1" = 800'
JOB NO. 82 - 209	DRAWN BY: W.M.H.

HORATIO CHRIESMAN COMPANY
LAND SURVEYORS

STATE OF TEXAS
WAYNE M. HOLLIGAN
1905
REGISTERED
PUBLIC SURVEYOR

SURVEYED BY:

WAYNE M. HOLLIGAN, R.P.S. NO. 1905

POOLING REQUEST DATA

copy

DATE: April 25, 1983

OPERATOR: Prodeco Exploration, Inc. COUNTY: Brazos

UNIT NAME: Pults Oil Unit 11 FIELD: Kurten (Woodbine)

FILE NUMBER	TOTAL ACRES	ACRES IN UNIT
85461	19.8	7.5

Unitized for:

Oil _____

Gas _____

Oil and Gas X

Kind of Land:

State Owned _____

Size of Unit ~~166~~ 160 Acres

State owned 7.5 Acres

Privately owned 158.5 Acres

Well location:

State land _____

Private land _____

Participation:

Royalty 28%

432 BOPD

Railroad Commission Field Rules:

Spacing _____

Well factor _____

Acreage factor _____

Agrees to drill to density of field rules: Yes _____ No _____

Holds only acreage included in unit past primary term: Yes No

Satisfactory geological data furnished: Yes _____ No _____

REMARKS: This request for pooling of a portion of Lease No. 85461 has been reviewed by Mr. Jack Howard and Mr. John Warren and no objections were raised. The staff recommends approval of the pooling fo this tract.

PRODECO
EXPLORATION, INC.

15311 Vantage Parkway West Suite 160
Houston, Texas 77032
Phone: (713) 442-0864 Telex: 9108805005
3M 9600: (713) 442-1645

NOTICE: The attached Division Order has been prepared in conjunction with the terms and provisions of the Oil, Gas and Mineral Lease; therefore, if same is not acceptable, in its entirety, simply delete all four paragraphs therein and state that you stipulate and agree with the decimal interest reflected on the attached Exhibit "A."

Division Orders returned with any deletions or additions, other than mentioned above, will not be processed, thereby causing delay in receipt of your royalty checks.

Your cooperation in this matter will be greatly appreciated.

Rubye Kester

Rubye Kester
Lease Records Analyst

EXHIBIT A
TABULATION OF HIGHWAY DEPARTMENT'S ROYALTY INTEREST
IN STATE LEASE NOS. M-85459, 85460, and 85461

State Lease No. M-85459

Operator	Unit Name	Highway Acreage	Tract Participation Factor*
MCZ, Inc.	Chatham Unit	6.114 acres	2.032555
MCZ, Inc.	Ercanbrack-Rambo	4.849 acres	1.663753
MCZ, Inc.	Todd	0.497 acres	1.492758
Chaparral Minerals	Trailite	1.31 acres	1.558497

State Lease No. M-85460

Chaparral Minerals	Trailite	4.693	1.558497
Chaparral Minerals	Carraba	4.889	1.177502
MCZ, Inc.	McQuaide	1.791	.795463
MCZ, Inc.	Patranella	5.362	1.072049

State Lease No. M-85461

MCZ, Inc.	Patranella	1.338	1.072049
Texaco (Getty)	Marino	5.074	.956196
Lyons Petroleum, Inc.	Texas General Properties	2.674	.740182
Prodeco	Pults #2	7.5	.146962

*These factors may be revised in accordance with the terms of the Amended and Substituted Unit Agreement.

July 2, 1985 North Bryan Prospect

REVISED
DIVISION ORDER

TO: MCZ, INC.
P.O. Box 52486
Houston, Texas 77052

Property No. 54591

Effective: Date of First Production

The undersigned, and each of them, represent, guarantee and warrant that they, respectively, are the legal owners of interests shown opposite their respective names in the division of interest set forth in Exhibit "A" attached hereto and made a part hereof, in oil and gas and the proceeds therefrom produced and saved from any and all wells now or hereafter located on lands covered by:

JOHN E. MARINO OIL UNIT NO. 1, BRAZOS COUNTY, TEXAS

160 acres of land, more or less, in the Stephen F. Austin Survey, Abstract No. 63, Brazos County, Texas, being more particularly described in that certain Designation of John E. Marino #1 Oil Unit dated April 26, 1982, effective same date, recorded in Volume 517, Page 527, Deed Records of Brazos County, Texas.

The above described lands, subject to the acreage or depth limitations indicated above, if any, shall be sometimes referred to herein as "said lands".

You are hereby authorized to make payment of all proceeds from production of oil and gas produced and saved from the said lands from and after the effective date hereof in accordance with the division of interest set forth in Exhibit "A" hereof and subject to the following provisions. The undersigned agree to accept payments so made in full payment of the proceeds due them on production from said lands.

1. The interests payable hereunder to any of the undersigned on oil or gas produced and saved from said lands shall be computed on the value of the quantity marketed or used otherwise than in operations under the provisions of the lease. Such value shall be the proceeds derived from the sale thereof, after deducting therefrom the cost and expense of marketing said oil or gas, including gathering, dehydrating, compressing or otherwise processing, treating and transporting the same if such be necessary. If the oil or gas from said lease is comingled with other oil or gas, the quantities on which payments are made may be based on meters or gauges installed or maintained in accordance with usual and customary methods of the producing industry. No royalties or overriding royalties will be paid on oil or gas which is used in operations conducted under the terms of the leases covering said lands or used for fuel in compressing, dehydrating, treating or processing oil or gas produced from said lands, or any portion or portions thereof, or which may be lost in handling or injected into a formation or formations underlying said lands.

2. You are hereby relieved of any responsibility for determining when any of the interests set out in Exhibit "A' shall be transferred, assigned, increased, diminished, extinguished, or shall revert to or vest in other parties in any manner or for any cause, unless you receive a written notice advising that the change of interest has occurred and a certified copy of the instrument, judgment or other document causing or evidencing such change of interest, which shall be effective as of 7:00 A.M. on the first day of the calendar month following receipt by you of such evidence of change of ownership. Each of the undersigned whose interest shall hereafter vest in another not signing a division order or transfer order agrees to hold you harmless from any loss in connection with such change of interest which results from your reliance on the foregoing authorization.

3. Each of the undersigned hereby warrants and agrees to defend the title to the interest in such proceeds credited to him in accordance with the division of interest hereunder, as well as all interests hereafter acquired for which he receives payment, and agrees to furnish an abstract of title at your request evidencing such ownership; in case of any adverse claim of title to such oil or gas or any part thereof, or the proceeds therefrom, or to said lands, each of the undersigned agrees to furnish you satisfactory indemnity bond against such adverse claim or claims to his interest therein, and hereby authorizes you to withhold payment without any obligation to pay interest on the amount so withheld, until such bond shall be furnished or until dispute as to ownership is settled.

4. Payments hereunder may be made by your check mailed to the undersigned at the address shown herein on or before the end of the month next following the month in which you receive payment from the purchaser or purchasers of oil or gas from said lands. If

RETAIN FOR
YOUR RECORDS

GLO Copy

the amount payable to any undersigned party for a month shall be less than $10.00, you may withhold payment of amounts accruing to such party until the total amount payable to such party is $10.00 or more. Prior to computing any payments, you are authorized to deduct any and all Federal, State or local taxes imposed on or incident to the severance, production, gathering, processing and marketing of oil or gas as herein defined.

5. This Division Order shall remain in force during the life of the production from said lands or until terminated by you or by the undersigned or superseded by an additional Division Order or Division Orders, and shall be binding on each undersigned party and his heirs, legal representatives, successors and assigns. The masculine gender as used herein shall include the feminine and neuter genders. This Division Order may be executed in one or more counterparts and shall be binding and valid on each party executing same and the heirs, legal representatives, successors and assigns thereof, whether or not executed by any other owner or owners.

6. The undersigned hereby recognizes that you and others have entered into a Gas Sales Contract and/or Processing Agreement covering the gas produced from said lands, which is hereby confirmed and ratified, and the undersigned agrees that settlement for gas sold pursuant to said Gas Contract and/or Processing Agreement, as the same may hereafter be amended, shall be made on the basis of proceeds received thereunder during the time said Contract is in force and effect. The undersigned RATIFIES, CONFIRMS and ADOPTS the Unit referred to hereinabove and the applicable oil and gas leases from which lands are included in said Unit, as being in full force and effect and agrees that payment to the undersigned shall be made on a unitized basis, in that the undersigned will receive and accept as his portion of the proceeds from oil and gas produced from said Unit the interest which has been calculated on a unitized basis, set out in Exhibit "A" hereof.

WITNESS (Two for each owner's signature)

_____

_____

OWNER

_____

Date signed: _____

Mailing Address:

_____

_____

*Social Security Number or Taxpayer ID Number:

_____

OWNER

_____

Date signed: _____

Mailing Address:

_____

_____

Social Security Number or Taxpayer ID Number:

_____

* IMPORTANT: To avoid delay in payment, your correct address and Social Security or Tax Account Number (as required by Federal Law) must be shown above.

EXHIBIT "A"

DIVISION ORDER NO. 54591

AMOCO PRODUCTION COMPANY, ET AL - MARINO OIL UNIT NO. 1, BRAZOS CO., TEXAS

DIVISION OF INTEREST

Mary Marino 2610 Roy Circle Houston, Texas 77007	1/2 x 1/5 x 9.57/160 (.0059811) RI
Joe Bill Bomnskie, Jr. Route 1, Box 234 Bryan, Texas 77801	1/2 x 1/5 x 2.86/160 (.0017876) RI
Irene Sapp Route 3, Box 262-A Quitman, Georgia 31643	1/2 x 1/5 x 1.07/160 (.0006688) RI
Clara Ann Howard 404 Raymac Houston, Texas 77037	1/2 x 1/5 x 1.8/160 (.0011250) RI
Lula Mae Bice Box 652 Bryan, Texas 77806	1/2 x 1/5 x 1.8/160 (.0011250) RI
Barbara Bomnskie, Individually and as Guardian of the Estate of Lori Ann Bomnskie, a minor 2300 Emerald Drive Bryan, Texas 77802	1/2 x 1/5 x 2.04/160 (.0012750) RI
Laura McLewis Rt. 2, Box 88 Bryan, Texas 77801	1/2 x 1/8 x 1.33/160 (.0005195) RI
Mary Jane Sandford 9613 Vista View Drive Austin, Texas 78750	1/8 x 1/8 x 1.33/160 (.0001299) RI
Annie Laura Daniels Rt. 5, Box 246C Fort Worth, Texas 76116	1/8 x 1/8 x 1.33/160 (.0001299) RI
Sam McLewis, Jr. Rt. 2, Box 88 Bryan, Texas 77801	1/8 x 1/8 x 1.33/160 (.0001299) RI
Frankie McLewis Rt. 1, Box 199 Bryan, Texas 77803	1/8 x 1/8 x 1.33/160 (.0001298) RI
J.A. Richards and wife, Marie Richards Rt. 2, Box 94 Bryan, Texas 77801	1/8 x 2.239/160 (.0017492) RI
Clifford D. Richards and wife, Florence Richards Rt. 2, Box 94 Bryan, Texas 77801	1/8 x 1.251/160 (.0009773) RI
State of Texas Lease No. 85461 General Land Office Stephen F. Austin Building Austin, Texas 78701	28% x 5.06/160 (.0088550) RI

Jim Beller 110 North College Waxahachie, Texas 75165	1/2 x 1% x 19.45/160 (.0006078) ORI
Dreamers Oil, Inc. 3131A East 29th Street Bryan, Texas 77801	1/2 x 1% x 19.45/160 (.0006078) ORI
Troy P. Wakefield 3131A East 29th Street Bryan, Texas 77801	7.5% x 95% x 4.82/160 (.0021465) ORI
Troy P. Wakefield and Jean B. Wakefield Trustees of the Parten Wakefield 1978 Trust 3131A East 29th Street Bryan, Texas 77801	7.5% x 5% x 4.82/160 (.0001132) ORI
MCZ, Inc. P.O. Box 52486 Houston, Texas 77052	10% x 4/5 x 9.57/160 plus 10% x 7/8 x 4.82/160 plus 10% x 72% x 5.06/160 less 20% x 1% x 19.45/160 less 10% x 7.5% x 4.82/160 (.0092289) WI
Andrus Resources Corporation 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	25.9375% x 4/5 x 9.57/160 plus 25.9375% x 7/8 x 4.82/160 plus 25.9375% x 72% x 5.06/160 less 51.875% x 1% x 19.45/160 less 25.9375% x 7.5% x 4.82/160 (.0239374) WI
Bill Andrus 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	4.6875% x 4/5 x 9.57/160 plus 4.6875% x 7/8 x 4.82/160 plus 4.6875% x 72% x 5.06/160 less 9.375% x 1% x 19.45/160 less 4.6875% x 7.5% x 4.82/160 (.0043259) WI
Milton M. Cooke, Sr. 2310 McAllister Houston, Texas 77092	3.125% x 4/5 x 9.57/160 plus 3.125% x 7/8 x 4.82/160 plus 3.125% x 72% x 5.06/160 less 6.25% x 1% x 19.45/160 less 3.125% x 7.5% x 4.82/160 (.0028840) WI
Milton M. Cooke, Jr. 2310 McAllister Houston, Texas 77092	3.125% x 4/5 x 9.57/160 plus 3.125% x 7/8 x 4.82/160 plus 3.125% x 72% x 5.06/160 less 6.25% x 1% x 19.45/160 less 3.125% x 7.5% x 4.82/160 (.0028840) WI
Charles R. Robinson 1990 Post Oak Blvd., Suite 2400 Houston, Texas 77056	3.125% x 4/5 x 9.57/160 plus 3.125% x 7/8 x 4.82/160 plus 3.125% x 72% x 5.06/160 less 6.25% x 1% x 19.45/160 less 3.125% x 7.5% x 4.82/160 (.0028840) WI
Troy P. Wakefield 3131A East 29th Street Bryan, Texas 77801	47.5% x 4/5 x 9.57/160 plus 47.5% x 7/8 x 4.82/160 plus 47.5% x 72% x 5.06/160 less 47.5% x 7.5% x 4.82/160 (.0449920) WI
Troy P. Wakefield and Jean B. Wakefield, Trustees of the Parten Wakefield 1978 Trust 3131A East 29th Street Bryan, Texas 77801	2.5% x 4/5 x 9.57/160 plus 2.5% x 7/8 x 4.82/160 plus 2.5% x 72% x 5.06/160 less 2.5% x 7.5% x 4.82/160 (.0023680) WI
	19.46/160 (.1215625)

Garry Mauro
Commissioner
General Land Office

September 24, 1985

Lyons Petroleum, Incorporated
1500 Beck Building
Shreveport, Louisiana 71101

Attention: Accounting Manager

RE: State Lease M-85461
Texas General Properties Lease (Unit No. 1)
Bryan Woodbine Field
Brazos County, Texas

Dear Gentlemen:

Enclosed is a copy of our letter to you dated August 23, 1985 requesting documents necessary for the proper audit of the subject lease for May, 1982. As of this date, we have not received a reply to this letter. Penalty will continue to accrue until the delinquent documents are received in this office.

Please be advised that if these requested documents are not received in this office by October 8, 1985, this lease will be forwarded to the Commissioner of the General Land Office and recommended for forfeiture under Section 52.176 of the Texas Natural Resources Code. If you have any questions, please feel free to contact me or Pete Solis at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/PS/jlw

Attachment

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M.F. # 85461

CORRESPONDENCE FILE

TO Lyons Petroleum Inc.

FROM PLO

DATED 9-24-85

INDEX # 25

Garry Mauro
Commissioner
General Land Office

October 4, 1985

MCZ, Incorporated
P.O. Box 52486
Houston, Texas 77052

Attention: R. W. Hallaran

RE: State Lease M-85461
Texas General Properties Unit
Bryan (Woodbine) Field
Brazos County, Texas
MCZ Lease Number 83851-1

Dear Mr. Hallaran:

Enclosed is a copy of our letter to you dated August 20, 1985 requesting additional royalty of $1,262.54 plus penalty of $371.48. As of this date, we have not received the additional royalty and penalty requested nor a reply to this letter.

Be advised that the penalty amount is hereby adjusted to $396.73 which represents penalty accrued through October 4, 1985. The total amount now due is $1,659.27.

You are also hereby notified that if the aforementioned amount now due is not received in this office by October 21, 1985, this lease will be forwarded to the Commissioner of the General Land Office and recommended for forfeiture under Section 52.176 of the Texas Natural Resources Code.

If you have any questions please feel free to contact me or Mike Nicklaus at (512) 475-2858.

Sincerely,

Teresa Burrow, Sup
Teresa Burrow
Division Supervisor
Royalty Management Division

TB/MN/vmh

Attachment

10/11/85
1634.02 Rd R# 9765
25.25 10/11/85 R#9766
1659.27

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M.P. # 85-461

CORRESPONDENCE FILE

TO MCB, Inc.

FROM GLO

DATED 10-4-85

INDEX # 26

Garry Mauro
Commissioner
General Land Office

October 8, 1985

MCZ, Incorporated
P.O. Box 52486
Houston, Texas 77052

Attention: R. W. Hallaran

RE: State Lease M-85460, 85461
Wheeler Gas Unit Lease
Bryan Woodbine Field
Brazos County
MCZ Lease Number 93371-2

Dear Mr. Hallaran:

Enclosed is a copy of our letter to you dated August 20, 1985 requesting additional royalty of $5,225.44 plus penalty of $1,807.67. As of this date, our records show that only the $4,917.61 royalty and penalty due on the Patronella Unit has been paid. The royalty and penalty due on the Wheeler Gas Unit has not been received.

Be advised that the penalty amount on the Wheeler Unit is hereby adjusted to $575.06 which represents penalty accrued through October 8, 1985. The total amount now due is $2,146.94.

You are also hereby notified that if the aforementioned amount now due is not received in this office by October 23, 1985, this lease will be forwarded to the Commissioner of the General Land Office and recommended for forfeiture under Section 52.176 of the Texas Natural Resources Code.

If you have any questions, please feel free to contact me or Mike Nicklaus at (512) 475-2858.

Sincerely,

Teresa Burr
Division Supervisor
Royalty Management Division

TB/MN/jlw

Enclosure

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

M.F. # 85461

CORRESPONDENCE FILE

TO MCZ dive.

FROM GLO

DATED 10-8-85

INDEX # 27

October 16, 1985

Bryan Woodbine Operating Company, Incorporated
3130 East 29th Street, Suite C-177
Bryan, Texas 77809

Attention: Field Farley

RE: State Lease M-85459; 85460; 85461
Bryan (Woodbine) Unit Lease
Bryan (Woodbine) Field
Brazos County, Texas

Dear Mr. Farley:

Pursuant to the royalty reporting requirements set forth by the General Land Office, all unit production and royalties must be reported and paid under an assigned unit number.

This letter is to inform you the Unit Number 1786 has been assigned to the Bryan (Woodbine) Unit. The Mineral File Numbers associated with this unit are: M-85459; M-85460; M-85461. It will be necessary for your company to distribute this number to all companies reporting production or royalties to the State of Texas on this unit.

Should you have any questions regarding this matter, please feel free to contact me or Pete Solis at (512) 475-2858.

Sincerely,

Teresa Burr
Division Director
Royalty Management Division

TB/PS/jlw

W.F. # 85461

CORRESPONDENCE FILE

TO Bryan Woodbine Petroleum Co. Inc.

FROM CLO

DATED 10-16-85

INDEX # 28

	Initials	Date
Prepared By	M.N.	8/20/85
Approved By		

STATE LEASE: M-85460 + 85461 **OPERATOR:** MCZ, INC.

PATRANELLA OIL UNIT PATOR: MCZ, INC. #69341-1

	MONTH	GROSS VALUE	ROYALTY DUE	ROYALTY PAID *	ADDITIONAL ROYALTY	NO. DAYS LATE	PENALTY DUE AT 1%/30 DAY PERIOD	
1	DEC. 1981	27821782	326216	311186	15024	1292	6600	1
2	JAN. 1982	44259882	518947	495046	23901	1264	10277	2
3	FEB. ✓	36482245	427754	408052	19702	1233	8274	3
4	MAR. ✓	39853975	467288	445768	21520	1203	8915	4
5	APRIL ✓	36799296	431472	411599	19873	1172	7960	5
6	MAY ✓	36450944	427387	407702	19685	1142	7683	6
7	JUNE ✓	36586348	428975	409217	19758	1111	7524	7
8	JULY ✓	35586752	417255	398037	19218	1080	6912	8
9	AUG. ✓	37371200	438177	417995	20182	1050	7070	9
10	SEPT. ✓	36933591	433046	413101	19945	1019	6766	10
11	OCT. ✓	40001472	469017	447416	21601	989	7128	11
12	NOV. ✓	37243938	436685	416573	20112	958	6432	12
13	DEC ✓	36876494	432377	412462	19915	927	6169	13
14	JAN. 1983	41969713	492095	469430	22665	899	6810	14
15	FEB. ✓	30126058	353228	336958	16270	868	4727	15
16	MAR ✓	33671722	394801	376615	18186	838	5096	16
17	APRIL ✓	1080240	12666	12082	584	807	162	17
18	✓ ✓	34469262	404152	385536	18616	807	5022	18
19	MAY ✓	22783080	267132	254827	12305	777	3198	19
20	JUNE ✓	15102750	177080	168923	8157	746	2050	20
21	JULY ✓	3938700	46181	44054	2127	715	504	21
22	AUG. ✓	1561740	18311	17468	843	685	184	22
23	SEPT. ✓	4049736	47483	45296	2187	654	484	23
24	OCT. ✓	1482943	17388	16587	801	624	168	24
25	NOV. ✓	1160642	13609	12982	627	593	120	25
26	DEC. ✓	736774	8639	8241	398	562	76	26
27	JAN. 1984	1349160	15819	15090	729	533	126	27
28	FEB. ✓	787290	9231	8806	425	502	68	28
29			7932405	7567049	365356		126405	29
30								30

* NOTE - Royalty paid amounts do not include WPT deductions taken by MCZ, Inc.

© WILSON JONES COMPANY U.S.A. • "COLUMN WRITE" G7606 PADDED / WG7606 "WYRING" BOUND •

	Initials	Date
Prepared By	M.N.	8/20/85
Approved By		

STATE LEASE: M-85460 + 85461 **OPERATOR:** MCZ, Inc.

WHEELER GAS UNIT PATOR: MCZ, Inc. #93371-2

	MONTH	GROSS VALUE	ROYALTY DUE	ROYALTY PAID *	ADDITIONAL ROYALTY	NO. DAYS LATE	PENALTY DUE AT 1%/30 DAY PERIOD	
1	FEB. 1982	641308	3452	-0-	3452	1233	1470	1
2	MAR. ✓	614526	3308	-0-	3308	1203	1353	2
3	APRIL ✓	-0-	-0-	-0-	-0-			3
4	MAY ✓	-0-	-0-	-0-	-0-			4
5	JUNE ✓	1478912	7961	-0-	7961	1111	3040	5
6	JULY ✓	13375040	71998	-0-	71998	1080	25920	6
7	AUG. ✓	9178528	49408	-0-	49408	1050	17290	7
8	OCT. 1983	2036101	10960	-0-	10960	624	2310	8
9								9
10								10
11	SEPT. 1982	6744660	36307	34636	1671	1019	578	11
12	OCT. ✓	4856049	26140	24937	1203	989	396	12
13	NOV. ✓	5649930	30414	29014	1400	958	448	13
14	DEC. ✓	4227185	22755	21708	1047	927	310	14
15	JAN. 1983	1546400	8324	7941	383	899	120	15
16	FEB. ✓	5138067	27658	26385	1273	868	377	16
17	MAR. ✓	-0-	-0-	-0-	-0-			17
18	APRIL ✓	-0-	-0-	-0-	-0-			18
19	MAY ✓	2790510	15021	14330	691	777	182	19
20	JUNE ✓	2829480	15231	14530	701	746	175	20
21	JULY ✓	2752290	14816	14134	682	715	168	21
22	AUG. ✓	2105190	11332	10810	522	685	115	22
23	SEPT. ✓	2129490	11463	10935	528	654	110	23
24			366548	209360	157188		54362	24
25								25

*NOTE - Royalty paid amounts do not include WPT deductions taken by MCZ, Inc.

© WILSON JONES COMPANY U.S.A. • "COLUMN WRITE" G7606 PADDED / WG7606 "WYRING" BOUND •

MCZ INC.

P. O. Box 52486
Houston, Texas 77052
713-757-7033

September 30, 1985

121

Mr. Gary Mauro
Commissioner
General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

Subj: Delinquent Royalty Penalty

Gentlemen:

Reference is made to the Delinquent Royalty Notice (copy attached) assessing penalties for late royalty payments on the Marino Oil Unit #1, Kurten (Woodbine) Field, Brazos County, Texas for the period of 06/82 thru 09/83.

MCZ, Inc. was unable to disburse timely because we did not receive payment from the operator, Amoco Production Company, until the first part of February, 1985. A copy of their check dated January 28, 1985 is attached. Also, because of the many royalty owners in the Marino Unit, and the fact there were a number of back months' production on which to disburse, we were unable to disburse until May 14, 1985 (copy of your check attached) due to processing time requirements.

Because of the above circumstances, and the fact that we did not have control of the funds to disburse, we respectfully request that the penalties be waived.

We apologize for the delay in responding to the delinquent notice but a former employee who was charged with the responsibility of handling this matter apparently did not do so.

Thank you for your favorable consideration of this matter.

Very truly yours,

C. M. Bradford
Vice President - Finance

CMB

Encl.

Garry Mauro
Commissioner
General Land Office

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

DELINQUENT ROYALTY NOTICE

TO: MCZ, Inc.
ATTN: ACCOUNTING MANAGER
P.O. Box 52486
Houston, TX 77052

DATE OF NOTICE May 29, 1985

PRODUCTION MONTH 6/82-11/82
DATE REC'D IN GLO 5/16/85
GLO REGISTER NO. 71375

RE: Your check No. _____
Date of Check _____
Amount of Check $36,506.39

PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE
a)	$ 714.70	08-05-82	1016	34	$ 243.00
b)	$ 2451.49	09-05-82	985	33	$ 809.00
c)	$ 2974.88	10-05-82	954	32	$ 951.97
d)	$ 2819.89	11-05-82	923	31	$ 874.17
e)	$ 3012.97	12-05-82	893	30	$ 903.90
f)	$ 3066.54	01-05-83	862	29	$ 889.30

TOTAL DELINQUENCY PENALTY DUE *$ CONT.

GENERAL LAND OFFICE USE ONLY

	FD 2	FD 11
a)	$	$ 243.00 (1608)
b)	$	$ 809.00 (1608)
c)	$	$ 951.97 (1608)
d)	$	$ 874.17 (1608)
e)	$	$ 903.90 (1608)
f)	$	$ 889.30 (1608)
	$	$ Cont.

Initiated By: BM Approval: CL

Comments:

LAND OFFICE USE ONLY

RECEIVING STAMP

*Penalty due under provisions of Sec. 52.131, Texas Natural Resources Code and calculated at the rate of 1% for each 30 day period of delinquency or franctional period thereof; provided, however, that each such penalty shall never be less than $5.

IMPORTANT: RETAIN WHITE COPY AND RETURN YELLOW COPY WITH SEPARATE CHECK FOR TOTAL PENALTY.

GLO-RA-30-(3-84)

Garry Mauro
Commissioner
General Land Office

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

DELINQUENT ROYALTY NOTICE

TO: MCZ, Inc.
ATTN: ACCOUNTING MANAGER
Page 2 of 3

DATE OF NOTICE May 29, 1985

PRODUCTION MONTH 12/82-5/83
DATE REC'D IN GLO
GLO REGISTER NO.

RE: Your check No. _____
Date of Check _____
Amount of Check $ _____

PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE
a)	$ 2957.11	02-05-83	831	28	$ 828.00
b)	$ 2895.43	03-05-83	803	27	$ 781.77
c)	$ 2559.35	04-05-83	772	26	$ 665.44
d)	$ 3108.19	05-05-83	742	25	$ 777.05
e)	$ 2728.54	06-05-83	711	24	$ 654.85
f)	$ 2747.57	07-05-83	681	23	$ 631.95

TOTAL DELINQUENCY PENALTY DUE *$ CONT.

GENERAL LAND OFFICE USE ONLY

	FD 2	FD 11
a)	$	$ 828.00 (1608)
b)	$	$ 781.77 (1608)
c)	$	$ 665.44 (1608)
d)	$	$ 777.05 (1608)
e)	$	$ 654.85 (1608)
f)	$	$ 631.95 (1608)
	$	$ Cont.

Initiated By: BM Approval: CL

Comments:

*Penalty due under provisions of Sec. 52.131, Texas Natural Resources Code and calculated at the rate of 1% for each 30 day period of delinquency or franctional period thereof; provided, however, that each such penalty shall never be less than $5.

IMPORTANT: RETAIN WHITE COPY AND RETURN YELLOW COPY WITH SEPARATE CHECK FOR TOTAL PENALTY.

LAND OFFICE USE ONLY

RECEIVING STAMP

GLO-RA-30-(3-84)

Garry Mauro
Commissioner
General Land Office

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

DELINQUENT ROYALTY NOTICE

TO: MCZ, Inc.
ATTN: ACCOUNTING MANAGER
Page 3 of 3

DATE OF NOTICE May 29, 1985

PRODUCTION MONTH 6/83-9/83
DATE REC'D IN GLO
GLO REGISTER NO.

RE: Your check No.
Date of Check
Amount of Check $

PROD.	LATE ROYALTY	DATE DUE	DAYS LATE	PEN. %	PENALTY DUE
oil a)	$ 1371.33	08-05-83	651	22*	$ 301.70
oil b)	$ 1014.20	09-05-83	620	21	$ 212.99
oil c)	$ 789.87	10-05-83	589	20	$ 157.98
oil d)	$ 743.14	11-05-83	558	19	$ 141.20
e)	$				$
f)	$				$

TOTAL DELINQUENCY PENALTY DUE *$ 9824.27

GENERAL LAND OFFICE USE ONLY

	FD 2	FD 11
a)	$	$ 301.70 (1608)
b)	$	$ 212.99 (1608)
c)	$	$ 157.98 (1608)
d)	$	$ 141.20 (1608)
e)	$	$
f)	$	$
	$	$9,824.27

Initiated By: BM Approval: CL

Comments:

LAND OFFICE USE ONLY

RECEIVING STAMP

*Penalty due under provisions of Sec. 52.131, Texas Natural Resources Code and calculated at the rate of 1% for each 30 day period of delinquency or franctional period thereof; provided, however, that each such penalty shall never be less than $5.

IMPORTANT: RETAIN WHITE COPY AND RETURN YELLOW COPY WITH SEPARATE CHECK FOR TOTAL PENALTY.

GLO-RA-30-(3-84)

Copy

Form 5143 Jan 84

Amoco Production Company
P.O. Box 591, Tulsa, Oklahoma 74102
(918) 581-4800

Check Date: 01-28-85

Statement of Oil and Gas Purchased or Sold
(Federal and State Taxes have been deducted where required.)
Detach and keep for tax purposes. Duplicates cannot be furnished.

Owner's Name: M C Z INC

WHEN WRITING PLEASE REFER T
YOUR BUSINESS ASSOCIATE NO

306776 00 6

Property No.	Purchased/Sold From Mo	From Yr	Thru Mo	Thru Yr	* L.C.	Quantity	Unit Price	Total Value	Total Tax	Total Value After Tax	Decimal	Your Interest (— Indicates Deduction) Before Tax	Your Interest (— Indicates Deduction) After Tax
						SEE CHECK ATTACHMENT						13410108	12015334

1 = Gross Bbls. 2 = Gross MCF 3 = Cost & Charges 4 = Prod. Tax 5 = Colo. Severance Tax Withheld 6 = Comb. Value All Prods. 7 = Val. Per Adj. Acre Ft. 8 = Tons 9 = Alien Tax Withheld
11 = Crude Oil Excise Tax Deductions 12 = Interest 13 = State Income Withholding Tax 14 = Extraction Tax 15 = Federal Income Tax Withheld 21 = Reversal Prior Yr. Crude Oil Excise Tax Adj.
41 = Reversal COET Withheld, Royalty Owner Exemption 51 = Reversal Prior Yr. Royalty Owner Exemption 61 = Independent Producer Stripper COET Exemption 71 = Reversal Prior Yr. Independent Producer Stripper Exemption

-5-01-53553

AMOCO

Amoco Production Company
Tulsa, Oklahoma

Chase Manhattan Bank
Carrier Tower Branch
Syracuse, N.Y.

306776 00 6

CRV 1196
112-0377
1-30-85

Month	Day	Year
01	28	85

Check No.
5277808

Pay Exactly Dollars $***120,153. Cents 84

To Order of
M C Z INC
PO BOX 52486
HOUSTON, TX, 77052

W K Hutchinson

⑈5277808⑈ ⑆021309379⑆ 601 2 87030⑈

Form 5144 Jan 84

Amoco Production Company
P.O. Box 591, Tulsa, Oklahoma 74102
(918) 581-4800

Statement of Oil and Gas Purchased or Sold
(Federal and State Taxes have been deducted where required)
Detach and keep for tax purposes. Duplicates cannot be furnished.

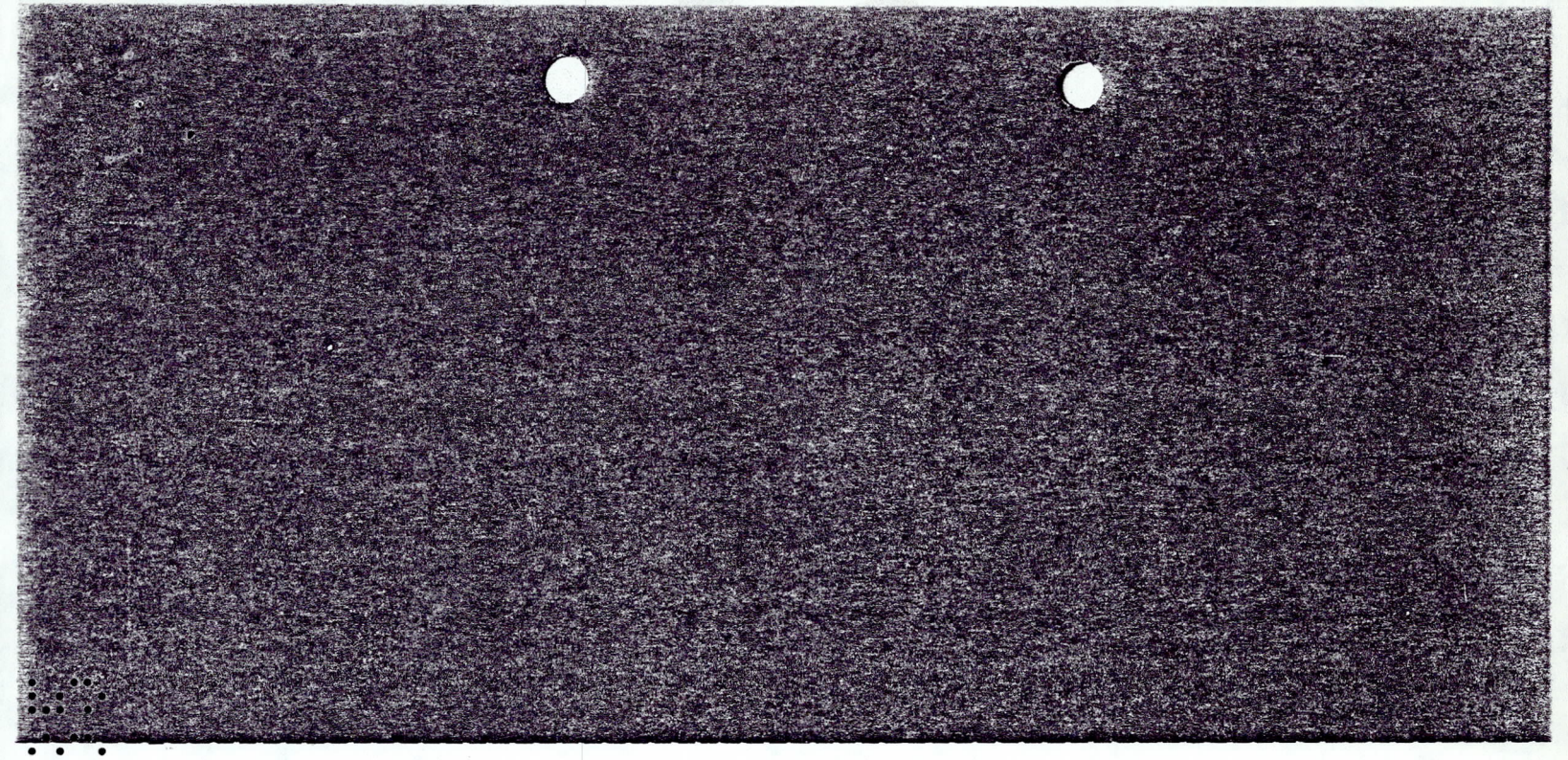
WHEN WRITING PLEASE REF
YOUR BUSINESS ASSOCIAT

306776 00

Check Date: 01-28-85 Owner's Name: M C Z INC

Property No.	Purchased/Sold From Mo	From Yr	Thru Mo	Thru Yr	* L.C.	Quantity	Unit Price	Total Value	Total Tax	Total Value After Tax	Decimal	Your Interest (— Indicates Deduction) Before Tax	After Tax
156012 00 7	983				11				369475	369475-	1215625		44914
156012 00 7	983				11				369475-	369475	0931875		34430
												13410108	12015384

C. 1 = Gross Bbls. 2 = Gross MCF 3 = Cost & Charges 4 = Prod. Tax 5 = Colo. Severance Tax Withheld 6 = Comb. Value All Prods. 7 = Val. Per Adj. Acre Ft. 8 = Tons 9 = Alien Tax Withhe
11 = Crude Oil Excise Tax Deductions 12 = Interest 13 = State Income Withholding Tax 14 = Extraction tax 15 = Federal Income Tax Withheld 21 = Reversal Prior Yr. Crude Oil Excise Tax Adj
41 = Reversal COET Withheld. Royalty Owner Exemption 51 = Reversal Prior Yr. Royalty Owner Exemption 61 = Independent Producer Stripper COET Exemption 71 = Reversal Prior Yr. Independent Producer Stripper Exemption



Form 5144 Jan-84

Amoco Production Company
P.O. Box 591, Tulsa, Oklahoma 74102
(918) 581-4800

Statement of Oil and Gas Purchased or Sold
(Federal and State Taxes have been deducted where required)
Detach and keep for tax purposes. Duplicates cannot be furnished.

WHEN WRITING PLEASE REFE
YOUR BUSINESS ASSOCIATE

306776 00

Check Date: 01-28-85 Owner's Name: M C Z INC

Property No.	Purchased/Sold From Mo	From Yr	Thru Mo	Thru Yr	* L.C.	Quantity	Unit Price	Total Value	Total Tax	Total Value After Tax	Decimal	Your Interest (– Indicates Deduction) Before Tax	After Tax
156012 00 7	8	83			01	325372	300000000	9761160	449623	9311537	1215625	1186591	1131954
156012 00 7	8	83			01	325372	300000000	9761160	449623	9311537	0931875	909618-	867719-
156012 00 7	9	83			01	306158	300000000	9184740	423072	8761668	1215625	1116520	1065090
156012 00 7	9	83			01	306158	300000000	9184740	423072	8761668	0931875	855903-	816478-
156012 00 7	6	82			11				680475	680475-	1215625		82720
156012 00 7	6	82			11				680475-	680475	0931875		63412
156012 00 7	7	82			11				2256476	2256476-	1215625		274303
156012 00 7	7	82			11				2256476-	2256476	0931875		210275
156012 00 7	8	82			11				2737749	2737749-	1215625		332808
156012 00 7	8	82			11				2737749-	2737749	0931875		255124
156012 00 7	9	82			11				2595806	2595806-	1215625		315553
156012 00 7	9	82			11				2595806-	2595806	0931875		241897
156012 00 7	10	82			11				2845421	2845421-	1215625		345896
156012 00 7	10	82			11				2845421-	2845421	0931875		265158
156012 00 7	11	82			11				2895769	2895769-	1215625		352017
156012 00 7	11	82			11				2895769-	2895769	0931875		269849
156012 00 7	12	82			11				2606637	2606637-	1215625		316869
156012 00 7	12	82			11				2606637-	2606637	0931875		242906
156012 00 7	1	83			11				2145887	2145887-	1215625		260859
156012 00 7	1	83			11				2145887-	2145887	0931875		199970
156012 00 7	2	83			11				1613255	1613255-	1215625		196111
156012 00 7	2	83			11				1613255-	1613255	0931875		150355
156012 00 7	3	83			11				1637601	1637601-	1215625		199071
156012 00 7	3	83			11				1637601-	1637601	0931875		152604
156012 00 7	4	83			11				1485788	1485788-	1215625		180616
156012 00 7	4	83			11				1485788-	1485788	0931875		138457
156012 00 7	5	83			11				1493883	1493883-	1215625		181600
156012 00 7	5	83			11				1493883-	1493883	0931875		139211
156012 00 7	6	83			11				745446	745446-	1215625		90618
156012 00 7	6	83			11				745446-	745446	0931875		69466
156012 00 7	7	83			11				503518	503518-	1215625		61209
156012 00 7	7	83			11				503518-	503518	0931875		46922
156012 00 7	8	83			11				392662	392662-	1215625		47733
156012 00 7	8	83			11				392662-	392662	0931875		36591

C. 1 = Gross Bbls. 2 = Gross MCF 3 = Cost & Charges 4 = Prod. Tax 5 = Colo. Severance Tax Withheld 6 = Comb Value All Prods. 7 = Val Per Adj Acre Ft. 8 = Tons 9 = Alien Tax Withhe
11 = Crude Oil Excise Tax Deductions 12 = Interest 13 = State Income Withholding Tax 14 = Extraction tax 15 = Federal Income Tax Withheld 21 = Reversal Prior Yr. Crude Oil Excise Tax Adj
41 = Reversal COET Withheld, Royalty Owner Exemption 51 = Reversal Prior Yr. Royalty Owner Exemption 61 = Independent Producer Stripper COET Exemption 71 = Reversal Prior Yr. Independent Producer Stripper Exemption

Form 5144 Jan-84

Amoco Production Company
P.O. Box 591, Tulsa, Oklahoma 74102
(918) 581-4800

Statement of Oil and Gas Purchased or Sold
(Federal and State Taxes have been deducted where required)
Detach and keep for tax purposes. Duplicates cannot be furnished.

WHEN WRITING PLEASE REFE
YOUR BUSINESS ASSOCIATE

306776 00

Check Date: 01-28-85 Owner's Name: M C Z INC

Property No.	Purchased/Sold From Mo	From Yr	Thru Mo	Thru Yr	* L.C.	Quantity	Unit Price	Total Value	Total Tax	Total Value After Tax	Decimal	Your Interest (– Indicates Deduction) Before Tax	After Tax
044135 01 0	12	84			01	91292	289900000	2646798	121924	2524874	0145176	38425	36655
044135 01 0	12	84			11				45906	45906-	0145176		666-
044138 01 4	12	84			01	38564	288500000	1112614	51252	1061362	1218125	135531	129287
~~044138 01 4~~	~~12~~	~~84~~			~~11~~				~~18220~~	~~18220-~~	~~1218125~~		~~2219-~~
044139 01 2	12	84			01	128441	290000000	3724789	171581	3553208	1215625	452795	431937
044139 01 2	12	84			11				64789	64789-	1215625		7876-
156012 00 7	6	82			01	285885	320800000	9173192	422503	8750689	0931875	854827-	815455-
156012 00 7	6	82			01	285885	320800000	9173192	422503	8750689	1215625	1115116	1063756
156012 00 7	7	82			01	980976	319900000	31389088	1445737	29943351	0931875	2925071-	2790346-
156012 00 7	7	82			01	980976	319900000	31389088	1445737	29943351	1215625	3815736	3639989
156012 00 7	8	82			01	1190359	319900000	38087522	1754258	36333264	0931875	3549281-	3385806-
156012 00 7	8	82			01	1190359	319900000	38087522	1754258	36333264	1215625	4630014	4416762
156012 00 7	9	82			01	1128214	320000000	36102848	1662846	34440002	0931875	3364354-	3209378-
156012 00 7	9	82			01	1128214	320000000	36102848	1662846	34440002	1215625	4388752	4186613
156012 00 7	10	82			01	1171263	330000000	38651679	1780173	36871506	0931875	3601853-	3435963-
156012 00 7	10	82			01	1171263	330000000	38651679	1780173	36871506	1215625	4698595	4482192
156012 00 7	11	82			01	1192099	329900000	39338239	1811795	37526444	0931875	3665832-	3496996-
156012 00 7	11	82			01	1192099	329900000	39338239	1811795	37526444	1215625	4782055	4561808
156012 00 7	12	82			01	1170560	322200000	37724793	1737535	35987258	0931875	3515479-	3353563-
156012 00 7	12	82			01	1170560	322200000	37724793	1737535	35987258	1215625	4585920	4374701
156012 00 7	1	83			01	1141273	320000000	36524912	1682286	34842626	0931875	3403665-	3246897-
156012 00 7	1	83			01	1141273	320000000	36524912	1682286	34842626	1215625	4440060	4235557
156012 00 7	2	83			01	1045907	305800000	31991474	1473569	30517905	0931875	2981205-	2843887-
156012 00 7	2	83			01	1045907	305800000	31991474	1473569	30517905	1215625	3888964	3709833
156012 00 7	3	83			01	1169715	299900000	35079779	1615863	33463916	0931875	3268997-	3118419-
156012 00 7	3	83			01	1169715	299900000	35079779	1615863	33463916	1215625	4264326	4067957
156012 00 7	4	83			01	1128700	299900000	33860294	1559690	32300604	1215625	4116142	3926542
156012 00 7	4	83			01	1128700	299900000	33860294	1559690	32300604	0931875	3155356-	3010013-
156012 00 7	5	83			01	1136824	299800000	34093137	1570416	32522721	1215625	4144447	3953543
156012 00 7	5	83			01	1136824	299800000	34093137	1570416	32522721	0931875	3177054-	3030711-
156012 00 7	6	83			01	567432	299800000	17016295	783814	16232481	1215625	2068543	1973661
156012 00 7	6	83			01	567432	299800000	17016295	783814	16232481	0931875	1585706-	1512664-
156012 00 7	7	83			01	417979	299900000	12535500	577421	11958159	1215625	1523856	1453664
156012 00 7	7	83			01	417979	299900000	12535500	577421	11958159	0931875	1168159-	1114351-

1 = Gross Bbls. 2 = Gross MCF 3 = Cost & Charges 4 = Prod. Tax 5 = Colo. Severance Tax Withheld 6 = Comb. Value All Prods 7 = Val. Per Adj. Acre Ft. 8 = Tons 9 = Alien Tax Withhe
11 = Crude Oil Excise Tax Deductions 12 = Interest 13 = State Income Withholding Tax 14 = Extraction tax 15 = Federal Income Tax Withheld 21 = Reversal Prior Yr. Crude Oil Excise Tax Adj
41 = Reversal COET Withheld, Royalty Owner Exemption 51 = Reversal Prior Yr. Royalty Owner Exemption 61 = Independent Producer Stripper COET Exemption 71 = Reversal Prior Yr. Independent Producer Stripper Exemption.

MCZ INC.
P. O. Box 52486
HOUSTON, TEXAS 77052

*FEDERAL OR SOCIAL SECURITY NO. 74-6000108

OWNER 81132

33732

*If this number is incorrect or missing, show correct number on reverse side of check.

LEASE NO.	MO./YR.	PRODUCT	INT.	BBLS. OR MCF	TAX DEDUCTED	NET VALUE	DECIMAL	OWNER SHARE
					Copy			
				As per Form #MA-12 attached				$36,506.39

MCZ INC.

P.O. BOX 52486 • HOUSTON, TEXAS 77052

CAPITAL NATIONAL BANK
HOUSTON, TEXAS

33732

OWNER NO.	CHECK DATE
81132	05-14-85

PAY THIS AMOUNT

****$36,506.39***

MCZ INC.
ROYALTY ACCOUNT

PAY TO THE ORDER OF
State of Texas
Lease #85461
General Land Office
Stephen F. Austin Building
Austin, Texas 78701

NON-NEGOTIABLE

VOID AFTER 90 DAYS

"033732" [redacted]

FORM MA-12 (5/83)
GLO-RA-81-5-83

GENERAL LAND OFFICE
Monthly Royalty Statement
Royalty for Production Month March, 19 85

Comptroller Vendor I.D. Number [redacted] Payor Check Number 33732

Payor Name: MCZ, Inc. Total Amount of Check $~~34,956.89~~ 36,506.39

Prepared by: R. W. Hallaran Telephone No. 713 / 757-7033

PAYOR NUMBER	GENERAL LAND OFFICE LEASE NUMBER	PRODUCT OIL	PRODUCT GAS	PRODUCTION MONTH/YEAR	AMOUNT OF ROYALTY
54591-1	M- 85461	X		06-82	774.87
54591-1	M- 85461	X	WPT	06-82	(60.17)
54591-1	M- 85461	X		07-82	2,651.48
54591-1	M- 85461	X	WPT	07-82	(199.99)
54591-1	M- 85461	X		08-82	3,217.31
54591-1	M- 85461	X	WPT	08-82	(242.43)
54591-1	M- 85461	X		09-82	3,049.66
54591-1	M- 85461	X	WPT	09-82	(229.77)
54591-1	M- 85461	X		10-82	3,264.97
54591-1	M- 85461	X	WPT	10-82	(252.00)
54591-1	M- 85461	X		11-82	3,322.96
54591-1	M- 85461	X	WPT	11-82	(256.42)
54591-1	M- 85461	X		12-82	3,186.66
54591-1	M- 85461	X	WPT	12-82	(229.55)
54591-1	M- 85461	X		01-83	3,085.30
54591-1	M- 85461	X	WPT	01-83	(189.87)
54591-1	M- 85461	X		02-83	2,702.36
54591-1	M- 85461	X	WPT	02-83	(143.01)
54591-1	M- 85461	X		03-83	2,963.22
54591-1	M- 85461	X	WPT	03-83	(144.97)
54591-1	M- 85461	X		04-83	2,860.21
54591-1	M- 85461	X	WPT	04-83	(131.67)
54591-1	M- 85461	X		05-83	2,879.89
54591-1	M- 85461	X	WPT	05-83	(132.32)
54591-1	M- 85461	X		06-83	1,437.38
54591-1	M- 85461	X	WPT	06-83	(66.05)
54591-1	M- 85461	X		07-83	1,058.89
54591-1	M- 85461	X	WPT	07-83	(44.69)
54591-1	M- 85461	X		08-83	824.53

ENTER on the last page (must equal amount of check)

34956.89

FORM MA-12 (5/83)
GLO-RA-81-5-83

GENERAL LAND OFFICE
Monthly Royalty Statement
Royalty for Production Month March, 19 85

Comptroller Vendor I.D. Number [redacted] Payor Check Number

Payor Name: MCZ, Inc. Total Amount of Check $ 34,956.89

Prepared by: R. W. Hallaran Telephone No. 713 / 757-7033

PAYOR NUMBER	GENERAL LAND OFFICE LEASE NUMBER	PRODUCT CODE OIL	GAS	PRODUCTION MONTH/YEAR	AMOUNT OF ROYALTY
54591-1	M- 85461	X	WPT	08-83	(34.66)
54591-1	M- 85461	X		09-83	775.84
54591-1	M- 85461	X	WPT	09-83	(32.70)
69341-1	M- 85461		X	02-82	3.79
69341-1	M- 85461		X	03-82	3.48
69341-1	M- 85461		X	04-82	3.77
69341-1	M- 85461		X	05-82	3.41
69341-1	M- 85461		X	06-82	4.31
69341-1	M- 85461		X	07-82	3.77
69341-1	M- 85461		X	08-82	4.82
69341-1	M- 85461		X	09-82	4.53
69341-1	M- 85461		X	10-82	4.61
69341-1	M- 85461		X	11-82	6.43
69341-1	M- 85461		X	12-82	7.09
69341-1	M- 85461		X	01-83	8.09
69341-1	M- 85461		X	02-83	3.21
69341-1	M- 85461		X	03-83	10.25
69341-1	M- 85461		X	04-83	12.17
69341-1	M- 85461		X	05-83	11.36
69341-1	M- 85461		X	06-83	12.61
69341-1	M- 85461		X	07-83	3.08
69341-1	M- 85461		X	08-83	2.83
69341-1	M- 85461		X	09-83	6.57
69341-1	M- 85461		X	10-83	2.84
69341-1	M- 85461		X	11-83	2.48
69341-1	M- 85461		X	12-83	2.83
69341-1	M- 85461		X	01-84	3.32
69341-1	M- 85461		X	02-84	2.63
69341-1	M- 85461		X	03-84	3.14

ENTER on the last page (must equal amount of check)

845.90

FORM MA-12 (5/83)
GLO-RA-81-5-83

GENERAL LAND OFFICE
Monthly Royalty Statement
Royalty for Production Month March, 19 85

Comptroller Vendor I.D. Number [redacted] Payor Check Number

Payor Name: MCZ, Inc. Total Amount of Check $ 34,956.89

Prepared by: R. W. Hallaran Telephone No. 713 / 757-7033

PAYOR NUMBER	GENERAL LAND OFFICE LEASE NUMBER	PRODUCT CODE OIL	PRODUCT CODE GAS	PRODUCTION MONTH/YEAR	AMOUNT OF ROYALTY
69341-1	M- 85461		X	04-84	3.53
69341-1	M- 85461		X	05-84	2.12
69341-1	M- 85461		X	06-84	2.68
69341-1	M- 85461		X	07-84	2.73
69341-1	M- 85461		X	08-84	3.73
69341-1	M- 85461		X	09-84	1.10
69341-1	M- 85461		X	10-84	2.49
69341-1	M- 85461		X	11-84	2.57
69341-1	M- 85461		X	12-84	2.42
69341-1	M- 85461		X	01-85	1.47
69341-1	M- 85461		X	02-85	1.21
69341-1	M- 85461		X	03-85	26.18
69341-1	M- 85461	X		03-85	6.79
83851-1	M- 85461		X	11-82	12.57
83851-1	M- 85461		X	12-82	11.80
83851-1	M- 85461		X	01-83	13.31
83851-1	M- 85461		X	02-83	16.77
83851-1	M- 85461		X	03-83	24.09
83851-1	M- 85461		X	04-83	27.85
83851-1	M- 85461		X	05-83	15.89
83851-1	M- 85461		X	06-83	14.44
83851-1	M- 85461		X	07-83	15.49
83851-1	M- 85461		X	08-83	13.50
83851-1	M- 85461		X	09-83	14.63
83851-1	M- 85461		X	10-83	3.67
83851-1	M- 85461		X	11-83	2.22
83851-1	M- 85461		X	12-83	4.58
83851-1	M- 85461		X	01-84	2.56
83851-1	M- 85461		X	02-84	4.46

ENTER on the last page (must equal amount of check)

256.85

FORM MA-12 (5/83)
GLO-RA-81-5-83

GENERAL LAND OFFICE
Monthly Royalty Statement
Royalty for Production Month March, 19 85

Comptroller Vendor I.D. Number [redacted] Payor Check Number

Payor Name: MCZ, Inc. Total Amount of Check $ 34,956.89

Prepared by: R. W. Hallaran Telephone No. 713 / 757-7033

PAYOR NUMBER	GENERAL LAND OFFICE LEASE NUMBER	PRODUCT CODE OIL	PRODUCT CODE GAS	PRODUCTION MONTH/YEAR	AMOUNT OF ROYALTY
83851-1	M- 85461		X	03-84	4.83
83851-1	M- 85461		X	04-84	5.03
83851-1	M- 85461		X	05-84	5.23
83851-1	M- 85461		X	06-84	3.96
83851-1	M- 85461		X	07-84	1.68
83851-1	M- 85461		X	08-84	3.03
83851-1	M- 85461		X	09-84	4.57
83851-1	M- 85461		X	10-84	5.17
83851-1	M- 85461		X	11-84	4.42
83851-1	M- 85461		X	12-84	46.51
83851-1	M- 85461		X	01-85	2.56
83851-1	M- 85461		X	02-85	3.15
83851-1	M- 85461		X	03-85	46.55
83851-1	M- 85461	X		03-85	310.06
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				
	M-				

ENTER on the last page (must equal amount of check) GRAND TOTAL 36 506.28 $ 34,956.89

446.76 ~ 21 CN.28

(29)

M. F. 85461

CORRESPONDENCE FILE

To MCZ

From

Dated 9-30-85

10-5-92

Garry Mauro
Commissioner
General Land Office

November 7, 1985

MCZ, Inc.
P. O. Box 52486
Houston, Texas 77052

Attn: Mr. C. M. Bradford

Re: Delinquent Royalty Penalties
State Lease No. 85461
19.8 acres of U.S. Highway 190
Marino Oil Unit #1
Kurten (Woodbine) Field

Gentlemen:

Reference is made to your letter of September 30, 1985 in which you requested this office to waive the penalties due for delinquent royalty payments under the captioned lease.

These penalties were assessed under Paragraph 4 of the lease pursuant to Section 52.131 of the Texas Natural Resources Code, the provisions of which are mandatory. Thus, while we are sympathetic to your situation, we do not have the legal authority to waive the statutory penalties.

Sincerely,

Jack Giberson, Chief Clerk
and Deputy Commissioner

JG/VM/clf

Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701
(512) 475-2071

(30)

M. F. 85461

CORRESPONDENCE FILE

To NCZ

From

Dated 11-7-85

M09600
STATE OF TEXAS - LEASE # 85461
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVENUE
AUSTIN, TX 78701

DIVISION ORDER OIL AND GAS
Effective July 1, 1985

RETAIN FOR YOUR RECORDS

To: BRYAN WOODBINE GATHERING, INC. (BWG, INC.)
3130 East 29th Street, Suite C-225
Bryan, Texas 77802

This division order applies to oil, gas, condensate and/or distillate or the proceeds from the sale thereof produced from the following described wells and lands, to wit:

All wells producing from the Bryan (Woodbine) Unit as established by "Amended and Substituted Unit Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas, insofar as it covers the Division of Interest for the tract attached hereto and made a part hereof.

Each of the undersigned certifies and guarantees that the interest set out on Exhibit "A", attached hereto and made a part hereof, opposite the name of the undersigned is the interest owned by the undersigned in the oil, gas, condensate and/or distillate or proceeds from the sale thereof from the above described property. From the effective date and until further written notice, subject to the terms and provisions hereinafter set forth, you or your designated agent are authorized to receive such production and give credit for all production received and for the proceeds derived from the sale of such production in accordance with the division of interest shown below (the contents of any attachments hereto shall constitute a part of this Division Order) and according to the following directions:

1. Oil, gas, condensate and/or distillate shall become the property of the purchaser upon actual delivery to it or to its designated carrier or agent. The oil or other liquid hydrocarbons shall be graded and measured in accordance with the customary pipeline rules and regulations or standards generally accepted in the industry. If purchased by you, settlement shall be based on your posted or quoted price per barrel (42 U.S. gallons) in effect on delivery date for oil of the kind and quality for the field where produced. If oil is sold for the account of the undersigned by you to another purchaser, settlement shall be based on the net proceeds realized at the well by you from such sale. In either case, you are authorized to reduce such price by, or deduct from said net proceeds, as the case may be, any charges for transporting oil by pipeline, truck and/or barge, any treating costs which in your opinion are necessary to make the oil merchantable, and actual costs of disbursement to the parties entitled to such proceeds.

2. Settlement for gas sold shall be based on the net proceeds realized at the point of delivery by you, after deducting any costs incurred in compressing, treating, gathering, transporting and/or dehydrating the gas for delivery and the disbursement costs as aforesaid. If the gas is processed in or near the field where produced, settlement shall be based on the net proceeds realized at the well, as determined by the agreement between the producer and processor, or, in the absence of such an agreement, the same basis as settlement with other producers of gas of like kind and quality processed at the same plant. For gas used off the unit, settlement shall be based on market value at the well.

3. In the event the price received by you and paid to the undersigned for the oil, gas condensate and/or distillate from the lands herein described is in excess of the maximum legal price that may be collected and paid, then the undersigned agrees to refund to you such excess with interest as determined under the applicable Federal or State Laws, rules, and regulations.

4. The undersigned agrees to indemnify you and hold you harmless from any liabilities for any tax imposed or assessed against the undersigned's interest hereunder, together with any fines or penalties similarly imposed, and hereby authorizes you to pay such tax or taxes and such fines or penalties and to deduct such amounts from the amount otherwise due the undersigned.

5. Settlement shall be made monthly by your check mailed to the undersigned parties at the addresses given herein, less any taxes required by law to be deducted and paid by you. Should the proceeds accruing to any interest hereunder for any month be less than Fifty Dollars ($50.00), you may, at your option, retain such proceeds without interest until the first regular settlement date when the proceeds accumulated total as much as Fifty Dollars ($50.00); provided that, regardless of the total, payment of the accumulated amounts shall be made in December of each year.

6. You are hereby relieved of any responsibility for determining when any interest hereunder shall change by increase, decrease, termination, reversion or otherwise. You are authorized to remit pursuant to the division of interest credited hereunder until written notice to the contrary is received by you at the address set forth above, and the undersigned agrees to hold you harmless against loss, liability, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you due to your failure to receive or the undersigned's failure to give such notice. Each of the undersigned agrees to notify you in writing of any change in his interest, and no transfer of interest shall be binding on you until you are furnished the original recorded instrument (or a certified copy thereof) or a transcript of proceedings which satisfactorily evidences such transfer, and your regular form of Transfer Order is fully executed and returned to you. Regardless of the effective date of the transfer, all transfers of interest shall be effective hereunder as of 7:00 a.m., on the first day of a calendar month, but not earlier than the first day of the calendar month following the month in which such written notice and evidence of such transfer is received.

7. Each of the undersigned warrants the title to the particular interest credited to the undersigned herein but, without impairment of such warranty, agrees that if any claim is made which, in your opinion, adversely affects title to any interest credited hereunder, or such title is not satisfactory to you, the undersigned will furnish a bond satisfactory to you, executed by a surety company as indemnity against such claim, or abstracts or other evidence of title acceptable to you, and further agrees that you may retain the purchase (or sales) price of the oil, gas, condensate and/or distillate without any obligation to pay interest

thereon until such bond or evidence of title be furnished, or until the dispute as to ownership be settled in a manner satisfactory to you. Each of the undersigned hereby ratifies and confirms the oil and gas lease or leases and assignments and/or subleases pertaining thereto covering the tract or tracts as to which the undersigned is credited with an interest, and recognizes said agreements to be presently valid and subsisting in accordance with its or their terms, and the consideration for the execution of this ratification is the proceeds from production obtained and to be obtained from the wells and lands herein described.

8. In the event the land described herein or any part thereof is included in one or more units now or hereafter formed or revised by order of any appropriate governmental authority or is included in one or more authorized voluntary or declared units now or hereafter formed or revised, it is agreed that settlement shall be made in accordance with the production allocated to said land without the execution of additional division orders.

9. Each owner of a working interest in the land described above warrants that the royalties and/or overriding royalties applicable to the working interest owned by such owner are correctly set out and owned as shown on this division order. Each such owner of a working interest hereby authorizes and directs you to make payment for all royalties and/or overriding royalties that may become due and attributable to the working interest of the undersigned in accordance with this division order. Each such owner of a working interest in said land agrees to indemnify you from and against any claim, liability, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you in connection with any payment made by you in accordance with this division order.

10. Each working interest owner warrants that the oil and/or gas has been produced in accordance with all applicable laws, rules and regulations.

11. This Division Order may be executed in counterparts and shall be binding upon and inure to the benefit of all signers hereof, their heirs, successors and assigns (whether or not it is signed by all parties herein named).

12. This Division Order may be assigned by you and the terms and provisions hereof shall be binding upon and inure to the benefit of the assignee thereof.

13. The undersigned hereby adopts, ratifies and confirms the "Amended and Substituted Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas.

14. This Division Order shall inure to the benefit of BWG, INC. and the undersigned, and their respective heirs, successors, and assigns; and, the undersigned, and each of them, by executing this division order, hereby agree that the persons, partnerships, corporations, or firms to whom you may sell or market all, or any part, of the production produced from or allocated to the lands described above may make payment to you for all such production purchased from the undersigned; that they will look solely to you for payment of their interest in such production which is being purchased from them hereunder; and that, insofar as concerns and to the extent of their interest owned hereunder, that they will hold harmless, protect and indemnify all purchasers from you against any and all claims, damages and expenses of whatsoever nature in connection with the purchase of such production by said purchaser and the payment to you for same.

WITNESSES:	SIGNATURE OF OWNER:	DATE:
_____	_____	_____
_____	ADDRESS: _____	
	_____	SOCIAL SECURITY NO.
	_____	_____

WITNESSES:	SIGNATURE OF OWNER:	DATE:
_____	_____	_____
_____	ADDRESS: _____	
	_____	SOCIAL SECURITY NO.
	_____	_____

WITNESSES:	SIGNATURE OF LIENHOLDER (if any)	DATE:
_____	_____	_____
_____	By: _____	

TEXAS GENERAL PROPERTIES #1
BRYAN UNIT TRACT NO. 78
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

ROYALTY INTEREST	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
CHARLES V. CASH, SR. 2208 NUCHES LANE BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.128530	0.749314	0.000963
LUKE CENTANNI 2205 BRIAR OAKS BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.128530	0.749314	0.000963
LAMPO LIMITED PARTNERSHIP 2700 NORTH TEXAS AVENUE BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.385590	0.749314	0.002889
RALPH MORGAN 2911 PARTRIDGE CIRCLE BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.385600	0.749314	0.002889
PATRICK P. PONZIO 3815 WINDRIDGE BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.385600	0.749314	0.002889
CLIFFORD D. RICHARDS AND FLORENCE RICHARDS RT. 2, BOX 94 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.293670	0.749314	0.002201
J. A. AND MARIE RICHARDS RT. 2, BOX 94 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.538200	0.749314	0.004033
LUKE RUFFINO 601 GORDON BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.385590	0.749314	0.002889

TEXAS GENERAL PROPERTIES #1
BRYAN UNIT TRACT NO. 78
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
ROYALTY INTEREST			
STATE OF TEXAS UNIT NO. 1765, LEASE M-85461 GENERAL LAND OFFICE 1700 N. CENTRAL CONGRESS AVE AUSTIN, TEXAS 78701 TAX ID NO. [redacted]	0.485100	0.749314	0.003635
SAM WEIDO 2400 BRIAR OAKS BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.128530	0.749314	0.000963
OVERRIDING ROYALTY			
JAMES A. BELLER P. O. BOX 2086 WAXAHACHIE, TEXAS 75165 S. S. NO. [redacted]	0.119060	0.749314	0.000892
DREAMERS OIL, INC. 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.119060	0.749314	0.000892
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 S. S. NO. [redacted]	1.573110	0.749314	0.011788
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES PARTEN WAKEFIELD 1978 TRUST 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.082790	0.749314	0.000620
WORKING INTEREST			
ANDRUS RESOURCES CORPORATION 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 TAX ID NO. [redacted]	4.781350	0.749314	0.035827

TEXAS GENERAL PROPERTIES #1
BRYAN UNIT TRACT NO. 78
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
BILL W. ANDRUS 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	0.864110	0.749314	0.006475
MILTON M. COOKE, JR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	0.576070	0.749314	0.004317
MILTON M. COOKE, SR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	0.576070	0.749314	0.004317
MCZ, INC. P. O. BOX 52486 HOUSTON, TEXAS 77052 TAX ID NO. [redacted]	1.843420	0.749314	0.013813
CHARLES R. ROBINSON 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	0.576070	0.749314	0.004317
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 S. S. NO. [redacted]	8.982440	0.749314	0.067307
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES PARTEN WAKEFIELD 1978 TRUST 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.472760	0.749314	0.003542
COVERED BY SEPARATE DIVISION ORDER	76.188750	0.749314	0.570893
UNIT INTEREST	100.000000	0.749314	0.749314

*OWNER'S INTEREST IN UNIT IS DETERMINED BY MULTIPLYING THE OWNER'S INTEREST IN TRACT (WELL) BY THE TRACT'S INTEREST IN UNIT

Form **6783**
Department of the Treasury
Internal Revenue Service
(December 1981)

Qualified Royalty Owner's Exemption Certificate

OMB No. 1545-0615
Expires 9-30-84

Name | Taxpayer Identifying Number

Number and street

City or town, State and ZIP code

Part A—Royalty Owner's Exemption Certificate.

I certify that I am a qualified royalty owner (as defined in section 6429(d)(1)) and that all of my production from the property(ies) listed below qualifies for exemption from the withholding of windfall profit tax.

The total qualified royalty production from these property(ies) (plus qualified royalty production from other properties that I have certified) does not exceed my share of the maximum amount exempt for qualified royalty owners. (Attach additional sheets, if needed).

Property #1
Full lease name — Identifying number, if applicable
Location

Property #2
Full lease name — Identifying number, if applicable
Location

Property #3
Full lease name — Identifying number, if applicable
Location

Property #4
Full lease name — Identifying number, if applicable
Location

Part B—Revocation of a Previously Filed Certificate.

I am revoking my previously filed certificate with respect to the property(ies) listed below. (Attach additional sheets, if needed.)

Property #1
Full lease name — Identifying number, if applicable
Location
Date original certificate was filed

Property #2
Full lease name — Identifying number, if applicable
Location
Date original certificate was filed

Please Sign Here

Under penalties of perjury, I declare that I have examined this exemption certificate and to the best of my knowledge and belief, it is true, correct, and complete.

▶ Signature ▶ Date

Instructions

(References are to the Internal Revenue Code.)

Paperwork Reduction Act Notice.—The Paperwork Reduction Act of 1980 says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. We ask for the information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

Purpose of Form

This form is used by qualified royalty owners to certify their status for exemption from the withholding of windfall profit tax.

Qualified royalty owners may be entitled to an exemption of up to 2 barrels per day (for each day of the calendar quarter) from the withholding of windfall profit tax for oil removed in 1982 through 1984. For oil removed in 1985 and after, the qualified royalty owner may be entitled to an exemption from withholding of up to 3 barrels per day (for each day of the calendar quarter). See "Who May Use Form 6783" for the rules to follow in completing Form 6783.

If your qualified royalty production from any one property exceeds the maximum amount exempt, you may not use Form 6783 with respect to that property.

Furnishing Form 6783

Qualified royalty owners should furnish Form 6783 to their purchaser (or other withholding agent) so that the purchaser (or other withholding agent) can adjust the withholding of windfall profit tax for the qualified royalty owner.

Who May Use Form 6783

In order to use Form 6783, you must meet three conditions—

- You must be a qualified royalty owner.
- Your production from the property must be qualified royalty production.
- The qualified royalty production from the property you are certifying (plus qualified royalty production from other properties that you have already certified, if any) does not exceed the maximum amount exempt.

Qualified royalty owners.—Only individuals, estates, and family farm corporations are qualified royalty owners. (Section 6429(d)(1).)

Qualified royalty production.—Generally qualified royalty production is oil produced from the property that is not attributable to an operating mineral interest in the property. (See sections 6429(d)(2) and (3) for rules and exceptions.)

Maximum amount exempt.—The maximum amount of qualified royalty production that is exempt from the withholding of windfall profit tax is 2 barrels a day for oil removed in 1982 through 1984. For oil removed in 1985 and after, the maximum amount exempt from withholding is three barrels a day. However, if you must share the royalty owner's exemption with members of your family or certain others, your maximum amount exempt will be less.

If you are a member of a family, or if you are a shareholder in a family farm corporation, or if you are a family farm corporation that has common shareholders with another family farm corporation, your amount of exemption may be less than the maximum amount.

Members of a family must share the barrel per day exemption based on their portion of the total qualified production of the entire family. A family for purposes of this exemption includes a husband, wife, and their minor children.

When completing Form 6783, you may use estimates, based upon historical data, to compute your portion of the amount exempt.

For example, Mr. and Mrs. Jones and their minor son, Arnold, are all qualified royalty owners. For calendar year 1982 they expect (based on historical data) their quarterly qualified royalty production to be as follows.

Mr. Jones	40 barrels
Mrs. Jones	40 barrels
Arnold Jones	20 barrels
	100 barrels

Accordingly, Mr. Jones would be entitled to claim exemption from withholding of up to ⅖ of a barrel per day. Mrs. Jones is also entitled to claim an exemption from withholding of up to ⅖ of a barrel a day. Arnold is entitled to claim an exemption from withholding of up to ⅖ of a barrel per day.

For rules concerning the allocation of the maximum exempt amount between shareholders and family farm corporations, and family farm corporations with common shareholders, please see section 6429(c).

If you must share the maximum amount exempt with any other qualified royalty owner, attach a list showing the name and taxpayer identifying number of such person(s).

- If your qualified production from a property exceeds the maximum amount exempt, you may not use Form 6783.

For example, assume you are a qualified royalty owner who does not have to share the credit with any other qualified royalty owner. Your qualified production is from one property. The amount of your qualified production is 10 barrels a day. You may not use Form 6783 to certify any portion of that amount as being exempt from the withholding of windfall profit tax, since that production exceeds the maximum amount exempt. Instead, you may file Form 6249, Computation of Overpaid Windfall Profit Tax, to claim a credit or refund after the calendar year of removal.

- If your qualified production from a property, when added to other qualified production that you have certified, is more than the maximum amount exempt, you may not use Form 6783 to certify the qualified production from that property.

For example, you are a qualified royalty owner who does not have to share the exemption with any other qualified royalty owner. For oil removed in 1982, your maximum amount exempt is 2 barrels a day. You have qualified production from two properties. Qualified production from the first property is 1½ barrels per day. Qualified production from the second property is ¾ barrels per day. You may not use Form 6783 to certify the production from both properties as being exempt from withholding since the total exceeds the maximum amount exempt. To obtain the maximum tax benefit, you may want to use Form 6783 to certify the first property. In any case, you may file Form 6249 to claim a credit or refund based on barrels of oil that are exempt from windfall profit tax but that have not been certified on Form 6783.

Revocation of a Previously Filed Certificate.—If you are no longer able to certify that your production from a property qualifies for exemption from the withholding of windfall profit tax, you must complete Part B. In general, two events may take place that would cause a revocation of a previously filed certificate.

- You are no longer a qualified royalty owner. That is, your interest in the property was transformed from a royalty interest to an operating mineral interest.
- The amount of production, when added to any other qualified production that you have certified, exceeds the maximum amount exempt. For example, assume you are a qualified royalty owner who doesn't have to share the exemption with any other royalty owner and you have only one property that has qualified production. If that qualified production exceeds the maximum amount exempt, you must comolete Part B and revoke your prior certification.

If you are revoking a previously furnished Form 6783, give Form 6783 to the person to whom you furnished your original certificate.

Taxpayer identifying number.—For individuals, the taxpayer identifying number is their social security number.

For family farm corporations and estates, the taxpayer identifying number is their employer identification number.

☆ U.S. GPO. 1981 - 569-020/4 E. I. NO. 73-0667115

Form **6458**
(Rev. June 1985)
Department of the Treasury
Internal Revenue Service

Certification and Election Form

► **See separate instructions.**

OMB No. 1545-0230
Expires 4-30-88

Name	Taxpayer identifying number

Address (number and street)

City or town, state and ZIP code

Name of purchaser (only completed by a purchaser who is forwarding a qualified disburser election)	Taxpayer identifying number

Part I Exemption Certificate

I certify that all my production from the properties on the attached list is exempt from the windfall profit tax.

I am entitled to this exemption because I qualify for the status indicated below (check applicable box):

- ☐ Qualified governmental interest (section 4994(a))
- ☐ Qualified charitable interest (section 4994(b))
- ☐ Exempt Indian oil (section 4994(d))
- ☐ Qualified independent producer of exempt stripper well oil (section 4994(g))

I understand that I must file Part III within 10 days after I no longer qualify for exemption from the windfall profit tax.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of exempt producer ► Date ►

Part II Independent Producer Certificate

I certify that I qualify as an independent producer as defined in section 4992, and that all my taxable production from the properties listed on the attached sheet is entitled to the lower rate of windfall profit tax for tier one and tier two oil.

The total taxable production from these properties (plus production from other qualified properties that I have certified) does not exceed my share of the 1,000 barrel a day amount for independent producers.

I certify that (check applicable box):

- ☐ I am a member of a related group (as defined in section 4992(e)(2)). I am attaching a list to the Form 6458 that I am filing with the IRS showing the name and taxpayer identifying number of all other members of my "related group."
- ☐ I am not a member of a related group (as defined in section 4992(e)(2)).

I understand that I must file Part III within 10 days after I no longer qualify as an independent producer.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of independent producer ► Date ►

Part III Revocation of a Previously Filed Certificate

I no longer qualify for exemption from, or reduced rates of, the windfall profit tax. The status that I previously claimed was:

- ☐ Qualified governmental interest
- ☐ Qualified charitable interest
- ☐ Independent producer
- ☐ Exempt Indian oil
- ☐ Qualified independent producer of exempt stripper well oil

Date of original certification ► _____ Service Center where filed ► _____

Effective date of revocation ►

Signature of producer ► Date ►

Part IV Qualified Disburser Election

I certify that I am a qualified disburser as defined in regulations section 51.4995-5(b) and that I hereby elect to perform all the duties normally imposed upon the purchaser in regard to the administration of the windfall profit tax.

I understand that I must file Part VI within 10 days after this election is terminated.

Effective date of election

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser Date

Part V Joint Election for an Operator to Perform All the Duties of the Purchaser

I certify that I am the operator of the property identified below and that I am otherwise required to make deposits of windfall profit tax as a purchaser of oil from a different reservoir. The purchaser and I hereby elect that I will perform all the duties normally imposed on the purchaser in regard to the administration of the windfall profit tax. These duties include, but are not limited to, filing quarterly windfall profit tax returns, withholding, making deposits, and filing annual information returns with respect to this property.

I understand that I must file Part VI within 10 days after this election is terminated.

Property (include full lease name, location, and identifying number, if applicable)

Signature of operator | Taxpayer identifying number | Date

I certify that I am the purchaser of oil from the property identified above and that I have transferred all the duties imposed on me by the Crude Oil Windfall Profit Tax Act of 1980 and its regulations to the operator listed above.

I understand that I must file Part VI within 10 days after this election is terminated.

Signature of purchaser | Taxpayer identifying number | Date

Effective date of election

Part VI Termination of a Previously Filed Qualified Disburser or Joint Operator Election

I hereby certify that the— ☐ qualified disburser election, or ☐ joint operator election, has been terminated (check applicable box).

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser, operator, or purchaser

Date of election | Effective date of termination

Service Center where you filed your election

Part VII Self-Certified Incremental Tertiary Recovery Project

Attached is a certification statement for a qualified incremental tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-2 (self-certification).

Under penalties of perjury, I declare that I have examined this certificate, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of petroleum engineer | Date

Part VIII Termination of Injection

I hereby notify the Internal Revenue Service that I have ceased injecting liquids, gases, or other matter into a previously self-certified tertiary recovery project.

Property

Date of self-certification | Service Center where filed

Signature of operator | Date

Part IX Jurisdictional Agency Certified Tertiary Recovery Project

Attached is a certification for a qualified tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-3 (jurisdictional agency certification).

Signature of operator | Date

Part X Revocation of a Jurisdictional Agency Certification

I hereby notify the Internal Revenue Service that the jurisdictional agency that previously approved the incremental tertiary project identified below has revoked that approval.

Project

Date of revocation

Date original certification was filed | Service Center where filed

Signature of operator | Date

BRYAN WOODBINE GATHERING, INC.
3130 E. 29TH STREET
SUITE C-225
BRYAN, TEXAS 77802
409/776-0285

Windfall Profit Tax Information Sheet

The Crude Oil Windfall Profit Tax Act of 1980 requires an annual report (Form 6248) to be filed with Interest Owners and the Internal Revenue Service. The information requested on this sheet is required by the Internal Revenue Service for Windfall Profit Tax reporting purposes.

In order for you to receive your report promptly and as accurately as possible, please check the spaces below as applicable and return this sheet along with your division order.

Producer Type

____1. Individual
____2. Partnership
____3. Corporation
____4. Estate
____5. Trust
____6. U.S. Citizen or Entity, or Resident Alien
____7. Resident of U.S. Possessions
____8. Foreign Citizen or Entity, or Non-Resident Alien

Producer Status

____1. Independent Producer
____2. Integrated Oil Company
____3. Member of Related Group
____4. Operator
____5. Producer with no Withholding
____6. Royalty Owner
____7. Working Interest

NAME _____

SOCIAL SECURITY OR FEDERAL I.D. NUMBER _____

PROPERTY NUMBER _____

31. M. F. 85461
CORRESPONDENCE FILE
TO
Bryan Woodbine Gathering
FROM
DATED 2-10-86

M80430
STATE OF TEXAS - LEASE #85461
GENERAL LAND OFFICE
STEPHEN F AUSTIN BUILDING
AUSTIN, TX 78701

DIVISION ORDER OIL AND GAS
Effective July 1, 1985

RETAIN FOR YOUR RECORDS

To: BRYAN WOODBINE GATHERING, INC. (BWG, INC.)
3130 East 29th Street, Suite C-225
Bryan, Texas 77802

This division order applies to oil, gas, condensate and/or distillate or the proceeds from the sale thereof produced from the following described wells and lands, to wit:

All wells producing from the Bryan (Woodbine) Unit as established by "Amended and Substituted Unit Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas, insofar as it covers the Division of Interest for the tract attached hereto and made a part hereof.

Each of the undersigned certifies and guarantees that the interest set out on Exhibit "A", attached hereto and made a part hereof, opposite the name of the undersigned is the interest owned by the undersigned in the oil, gas, condensate and/or distillate or proceeds from the sale thereof from the above described property. From the effective date and until further written notice, subject to the terms and provisions hereinafter set forth, you or your designated agent are authorized to receive such production and give credit for all production received and for the proceeds derived from the sale of such production in accordance with the division of interest shown below (the contents of any attachments hereto shall constitute a part of this Division Order) and according to the following directions:

1. Oil, gas, condensate and/or distillate shall become the property of the purchaser upon actual delivery to it or to its designated carrier or agent. The oil or other liquid hydrocarbons shall be graded and measured in accordance with the customary pipeline rules and regulations or standards generally accepted in the industry. If purchased by you, settlement shall be based on your posted or quoted price per barrel (42 U.S. gallons) in effect on delivery date for oil of the kind and quality for the field where produced. If oil is sold for the account of the undersigned by you to another purchaser, settlement shall be based on the net proceeds realized at the well by you from such sale. In either case, you are authorized to reduce such price by, or deduct from said net proceeds, as the case may be, any charges for transporting oil by pipeline, truck and/or barge, any treating costs which in your opinion are necessary to make the oil merchantable, and actual costs of disbursement to the parties entitled to such proceeds.

2. Settlement for gas sold shall be based on the net proceeds realized at the point of delivery by you, after deducting any costs incurred in compressing, treating, gathering, transporting and/or dehydrating the gas for delivery and the disbursement costs as aforesaid. If the gas is processed in or near the field where produced, settlement shall be based on the net proceeds realized at the well, as determined by the agreement between the producer and processor, or, in the absence of such an agreement, the same basis as settlement with other producers of gas of like kind and quality processed at the same plant. For gas used off the unit, settlement shall be based on market value at the well.

3. In the event the price received by you and paid to the undersigned for the oil, gas condensate and/or distillate from the lands herein described is in excess of the maximum legal price that may be collected and paid, then the undersigned agrees to refund to you such excess with interest as determined under the applicable Federal or State Laws, rules, and regulations.

4. The undersigned agrees to indemnify you and hold you harmless from any liabilities for any tax imposed or assessed against the undersigned's interest hereunder, together with any fines or penalties similarly imposed, and hereby authorizes you to pay such tax or taxes and such fines or penalties and to deduct such amounts from the amount otherwise due the undersigned.

5. Settlement shall be made monthly by your check mailed to the undersigned parties at the addresses given herein, less any taxes required by law to be deducted and paid by you. Should the proceeds accruing to any interest hereunder for any month be less than Fifty Dollars ($50.00), you may, at your option, retain such proceeds without interest until the first regular settlement date when the proceeds accumulated total as much as Fifty Dollars ($50.00); provided that, regardless of the total, payment of the accumulated amounts shall be made in December of each year.

6. You are hereby relieved of any responsibility for determining when any interest hereunder shall change by increase, decrease, termination, reversion or otherwise. You are authorized to remit pursuant to the division of interest credited hereunder until written notice to the contrary is received by you at the address set forth above, and the undersigned agrees to hold you harmless against loss, liability, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you due to your failure to receive or the undersigned's failure to give such notice. Each of the undersigned agrees to notify you in writing of any change in his interest, and no transfer of interest shall be binding on you until you are furnished the original recorded instrument (or a certified copy thereof) or a transcript of proceedings which satisfactorily evidences such transfer, and your regular form of Transfer Order is fully executed and returned to you. Regardless of the effective date of the transfer, all transfers of interest shall be effective hereunder as of 7:00 a.m., on the first day of a calendar month, but not earlier than the first day of the calendar month following the month in which such written notice and evidence of such transfer is received.

7. Each of the undersigned warrants the title to the particular interest credited to the undersigned herein but, without impairment of such warranty, agrees that if any claim is made which, in your opinion, adversely affects title to any interest credited hereunder, or such title is not satisfactory to you, the undersigned will furnish a bond satisfactory to you, executed by a surety company as indemnity against such claim, or abstracts or other evidence of title acceptable to you, and further agrees that you may retain the purchase (or sales) price of the oil, gas, condensate and/or distillate without any obligation to pay interest

thereon until such bond or evidence of title be furnished, or until the dispute as to ownership be settled in a manner satisfactory to you. Each of the undersigned hereby ratifies and confirms the oil and gas lease or leases and assignments and/or subleases pertaining thereto covering the tract or tracts as to which the undersigned is credited with an interest, and recognizes said agreements to be presently valid and subsisting in accordance with its or their terms, and the consideration for the execution of this ratification is the proceeds from production obtained and to be obtained from the wells and lands herein described.

8. In the event the land described herein or any part thereof is included in one or more units now or hereafter formed or revised by order of any appropriate governmental authority or is included in one or more authorized voluntary or declared units now or hereafter formed or revised, it is agreed that settlement shall be made in accordance with the production allocated to said land without the execution of additional division orders.

9. Each owner of a working interest in the land described above warrants that the royalties and/or overriding royalties applicable to the working interest owned by such owner are correctly set out and owned as shown on this division order. Each such owner of a working interest hereby authorizes and directs you to make payment for all royalties and/or overriding royalties that may become due and attributable to the working interest of the undersigned in accordance with this division order. Each such owner of a working interest in said land agrees to indemnify you from and against any claim, liability, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you in connection with any payment made by you in accordance with this division order.

10. Each working interest owner warrants that the oil and/or gas has been produced in accordance with all applicable laws, rules and regulations.

11. This Division Order may be executed in counterparts and shall be binding upon and inure to the benefit of all signers hereof, their heirs, successors and assigns (whether or not it is signed by all parties herein named).

12. This Division Order may be assigned by you and the terms and provisions hereof shall be binding upon and inure to the benefit of the assignee thereof.

13. The undersigned hereby adopts, ratifies and confirms the "Amended and Substituted Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas.

14. This Division Order shall inure to the benefit of BWG, INC. and the undersigned, and their respective heirs, successors, and assigns; and, the undersigned, and each of them, by executing this division order, hereby agree that the persons, partnerships, corporations, or firms to whom you may sell or market all, or any part, of the production produced from or allocated to the lands described above may make payment to you for all such production purchased from the undersigned; that they will look solely to you for payment of their interest in such production which is being purchased from them hereunder; and that, insofar as concerns and to the extent of their interest owned hereunder, that they will hold harmless, protect and indemnify all purchasers from you against any and all claims, damages and expenses of whatsoever nature in connection with the purchase of such production by said purchaser and the payment to you for same.

WITNESSES:	SIGNATURE OF OWNER:	DATE:
_____	_____	_____
_____	ADDRESS: _____	
	_____	SOCIAL SECURITY NO.
	_____	_____

WITNESSES:	SIGNATURE OF OWNER:	DATE:
_____	_____	_____
_____	ADDRESS: _____	
	_____	SOCIAL SECURITY NO.
	_____	_____

WITNESSES:	SIGNATURE OF LIENHOLDER (if any)	DATE:
_____	_____	_____
_____	By: _____	

JOHN E. MARINO #1
BRYAN UNIT TRACT NO. 82
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

ROYALTY INTEREST	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT
LULA MAE BICE P. O. BOX 652 BRYAN, TEXAS 77806 S. S. NO. [redacted]	0.112500	0.966511	0.001087
BARBARA BOMNSKIE, INDIVIDUALLY AND AS GUARDIAN OF THE ESTATE OF LORI ANN BOMNSKIE, A MINOR 2300 EMERALD DRIVE BRYAN, TEXAS 77802 S. S. NO. [redacted]	0.127500	0.966511	0.001232
JOE BILL BOMNSKIE, JR. RT. 1, BOX 234 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.178760	0.966511	0.001728
ANNIE LAURA DANIELS RT. 5, BOX 246C FORT WORTH, TEXAS 76116 S. S. NO. [redacted]	0.012990	0.966511	0.000126
CLARA ANN HOWARD 404 RAYMAC HOUSTON, TEXAS 77037 S. S. NO. [redacted]	0.112500	0.966511	0.001087
FRANKIE MCLEWIS RT. 1, BOX 199 BRYAN, TEXAS 77803 S. S. NO. [redacted]	0.012980	0.966511	0.000125
LAURA MCLEWIS RT. 2, BOX 88 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.051950	0.966511	0.000502
SAM MCLEWIS, JR. RT. 2, BOX 88 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.012990	0.966511	0.000126

JOHN E. MARINO #1
BRYAN UNIT TRACT NO. 82
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

ROYALTY INTEREST	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT
MARY MARINO 2610 RAY CIRCLE HOUSTON, TEXAS 77007 S. S. NO. [redacted]	0.598110	0.966511	0.005781
CLIFFORD D. RICHARDS AND FLORENCE RICHARDS RT. 2, BOX 94 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.097730	0.966511	0.000945
J. A. AND MARIE RICHARDS RT. 2, BOX 94 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.174920	0.966511	0.001691
MARY JANE SANDFORD 11512 TIN CUP, #101 AUSTIN, TEXAS 78750 S. S. NO. [redacted]	0.012990	0.966511	0.000126
IRENE SAPP RT. 3, BOX 252-A QUITMAN, GEORGIA 31643 S. S. NO. [redacted]	0.066880	0.966511	0.000646
STATE OF TEXAS - LEASE NO. 85461 GENERAL LAND OFFICE STEPHEN F. AUSTIN BUILDING AUSTIN, TEXAS 78701 TAX ID NO. [redacted]	0.885500	0.966511	0.008558
OVERRIDING ROYALTY INTEREST			
JAMES A. BELLER P. O. BOX 2086 WAXAHACHIE, TEXAS 75165 S. S. NO.: [redacted]	0.060780	0.966511	0.000587

JOHN E. MARINO #1
BRYAN UNIT TRACT NO. 82
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT
DREAMERS OIL, INC. 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO.: [redacted]	0.060780	0.966511	0.000587
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.214650	0.966511	0.002075
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.011320	0.966511	0.000109
WORKING INTEREST			
ANDRUS RESOURCES CORPORATION 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 TAX ID NO. [redacted]	2.335130	0.966511	0.022569
BILL W. ANDRUS 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	0.422010	0.966511	0.004079
MILTON M. COOKE, SR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	0.281340	0.966511	0.002719
MILTON M. COOKE, JR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	0.281340	0.966511	0.002719

JOHN E. MARINO #1
BRYAN UNIT TRACT NO. 82
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST - EXHIBIT "A"

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT
MCZ, INC. P. O. BOX 52486 HOUSTON, TEXAS 77052 TAX ID NO. [redacted]	0.900290	0.966511	0.008701
CHARLES R. ROBINSON 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	0.281340	0.966511	0.002719
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 S. S. NO. [redacted]	4.606510	0.966511	0.044524
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES PARTEN WAKEFIELD 1978 TRUST 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.242460	0.966511	0.002343
COVERED BY SEPARATE DIVISION ORDER	87.843750	0.966511	0.849020
UNIT TOTAL	100.000000	0.966511	0.966511

*OWNER'S INTEREST IN UNIT IS DETERMINED BY MULTIPLYING THE OWNER'S INTEREST IN TRACT (WELL) BY THE TRACT'S INTEREST IN UNIT.

Form **6783**
Department of the Treasury
Internal Revenue Service
(December 1981)

Qualified Royalty Owner's Exemption Certificate

OMB No. 1545-0615
Expires 9-30-84

Name | Taxpayer Identifying Number

Number and street

City or town, State and ZIP code

Part A—Royalty Owner's Exemption Certificate.

I certify that I am a qualified royalty owner (as defined in section 6429(d)(1)) and that all of my production from the property(ies) listed below qualifies for exemption from the withholding of windfall profit tax.

The total qualified royalty production from these property(ies) (plus qualified royalty production from other properties that I have certified) does not exceed my share of the maximum amount exempt for qualified royalty owners. (Attach additional sheets, if needed).

Property #1
Full lease name | Identifying number, if applicable
Location

Property #2
Full lease name | Identifying number, if applicable
Location

Property #3
Full lease name | Identifying number, if applicable
Location

Property #4
Full lease name | Identifying number, if applicable
Location

Part B—Revocation of a Previously Filed Certificate.

I am revoking my previously filed certificate with respect to the property(ies) listed below. (Attach additional sheets, if needed.)

Property #1
Full lease name | Identifying number, if applicable
Location
Date original certificate was filed

Property #2
Full lease name | Identifying number, if applicable
Location
Date original certificate was filed

Please Sign Here

Under penalties of perjury, I declare that I have examined this exemption certificate and to the best of my knowledge and belief, it is true, correct, and complete.

▶ Signature ▶ Date

Instructions

(References are to the Internal Revenue Code.)

Paperwork Reduction Act Notice.—The Paperwork Reduction Act of 1980 says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. We ask for the information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

Purpose of Form

This form is used by qualified royalty owners to certify their status for exemption from the withholding of windfall profit tax.

Qualified royalty owners may be entitled to an exemption of up to 2 barrels per day (for each day of the calendar quarter) from the withholding of windfall profit tax for oil removed in 1982 through 1984. For oil removed in 1985 and after, the qualified royalty owner may be entitled to an exemption from withholding of up to 3 barrels per day (for each day of the calendar quarter). See "Who May Use Form 6783" for the rules to follow in completing Form 6783.

If your qualified royalty production from any one property exceeds the maximum amount exempt, you may not use Form 6783 with respect to that property.

Furnishing Form 6783

Qualified royalty owners should furnish Form 6783 to their purchaser (or other withholding agent) so that the purchaser (or other withholding agent) can adjust the withholding of windfall profit tax for the qualified royalty owner.

Who May Use Form 6783

In order to use Form 6783, you must meet three conditions—

- You must be a qualified royalty owner.
- Your production from the property must be qualified royalty production.
- The qualified royalty production from the property you are certifying (plus qualified royalty production from other properties that you have already certified, if any) does not exceed the maximum amount exempt.

Qualified royalty owners.—Only individuals, estates, and family farm corporations are qualified royalty owners. (Section 6429(d)(1).)

Qualified royalty production.—Generally qualified royalty production is oil produced from the property that is not attributable to an operating mineral interest in the property. (See sections 6429(d)(2) and (3) for rules and exceptions.)

Maximum amount exempt.—The maximum amount of qualified royalty production that is exempt from the withholding of windfall profit tax is 2 barrels a day for oil removed in 1982 through 1984. For oil removed in 1985 and after, the maximum amount exempt from withholding is three barrels a day. However, if you must share the royalty owner's exemption with members of your family or certain others, your maximum amount exempt will be less.

If you are a member of a family, or if you are a shareholder in a family farm corporation, or if you are a family farm corporation that has common shareholders with another family farm corporation, your amount of exemption may be less than the maximum amount.

Members of a family must share the barrel per day exemption based on their portion of the total qualified production of the entire family. A family for purposes of this exemption includes a husband, wife, and their minor children.

When completing Form 6783, you may use estimates, based upon historical data, to compute your portion of the amount exempt.

For example, Mr. and Mrs. Jones and their minor son, Arnold, are all qualified royalty owners. For calendar year 1982 they expect (based on historical data) their quarterly qualified royalty production to be as follows.

Mr. Jones	40 barrels
Mrs. Jones	40 barrels
Arnold Jones	20 barrels
	100 barrels

Accordingly, Mr. Jones would be entitled to claim exemption from withholding of up to ⅘ of a barrel per day. Mrs. Jones is also entitled to claim an exemption from withholding of up to ⅘ of a barrel a day. Arnold is entitled to claim an exemption from withholding of up to ⅖ of a barrel per day.

For rules concerning the allocation of the maximum exempt amount between shareholders and family farm corporations, and family farm corporations with common shareholders, please see section 6429(c).

If you must share the maximum amount exempt with any other qualified royalty owner, attach a list showing the name and taxpayer identifying number of such person(s).

- If your qualified production from a property exceeds the maximum amount exempt, you may not use Form 6783.

For example, assume you are a qualified royalty owner who does not have to share the credit with any other qualified royalty owner. Your qualified production is from one property. The amount of your qualified production is 10 barrels a day. You may not use Form 6783 to certify any portion of that amount as being exempt from the withholding of windfall profit tax, since that production exceeds the maximum amount exempt. Instead, you may file Form 6249, Computation of Overpaid Windfall Profit Tax, to claim a credit or refund after the calendar year of removal.

- If your qualified production from a property, when added to other qualified production that you have certified, is more than the maximum amount exempt, you may not use Form 6783 to certify the qualified production from that property.

For example, you are a qualified royalty owner who does not have to share the exemption with any other qualified royalty owner. For oil removed in 1982, your maximum amount exempt is 2 barrels a day. You have qualified production from two properties. Qualified production from the first property is 1½ barrels per day. Qualified production from the second property is ¾ barrels per day. You may not use Form 6783 to certify the production from both properties as being exempt from withholding since the total exceeds the maximum amount exempt. To obtain the maximum tax benefit, you may want to use Form 6783 to certify the first property. In any case, you may file Form 6249 to claim a credit or refund based on barrels of oil that are exempt from windfall profit tax but that have not been certified on Form 6783.

Revocation of a Previously Filed Certificate.—If you are no longer able to certify that your production from a property qualifies for exemption from the withholding of windfall profit tax, you must complete Part B. In general, two events may take place that would cause a revocation of a previously filed certificate.

- You are no longer a qualified royalty owner. That is, your interest in the property was transformed from a royalty interest to an operating mineral interest.
- The amount of production, when added to any other qualified production that you have certified, exceeds the maximum amount exempt. For example, assume you are a qualified royalty owner who doesn't have to share the exemption with any other royalty owner and you have only one property that has qualified production. If that qualified production exceeds the maximum amount exempt, you must comolete Part B and revoke your prior certification.

If you are revoking a previously furnished Form 6783, give Form 6783 to the person to whom you furnished your original certificate.

Taxpayer identifying number.—For individuals, the taxpayer identifying number is their social security number.

For family farm corporations and estates, the taxpayer identifying number is their employer identification number.

☆ U.S. GPO: 1981 - 569-020/4 E. I. NO. 73-0667115

Form **6458**
(Rev. June 1985)
Department of the Treasury
Internal Revenue Service

Certification and Election Form

► See separate instructions.

OMB No. 1545-0230
Expires 4-30-88

Name | Taxpayer identifying number

Address (number and street)

City or town, state and ZIP code

Name of purchaser (only completed by a purchaser who is forwarding a qualified disburser election) | Taxpayer identifying number

Part I Exemption Certificate

I certify that all my production from the properties on the attached list is exempt from the windfall profit tax.

I am entitled to this exemption because I qualify for the status indicated below (check applicable box):

- ☐ Qualified governmental interest (section 4994(a))
- ☐ Qualified charitable interest (section 4994(b))
- ☐ Exempt Indian oil (section 4994(d))
- ☐ Qualified independent producer of exempt stripper well oil (section 4994(g))

I understand that I must file Part III within 10 days after I no longer qualify for exemption from the windfall profit tax.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of exempt producer ► Date ►

Part II Independent Producer Certificate

I certify that I qualify as an independent producer as defined in section 4992, and that all my taxable production from the properties listed on the attached sheet is entitled to the lower rate of windfall profit tax for tier one and tier two oil.

The total taxable production from these properties (plus production from other qualified properties that I have certified) does not exceed my share of the 1,000 barrel a day amount for independent producers.

I certify that (check applicable box):

- ☐ I am a member of a related group (as defined in section 4992(e)(2)). I am attaching a list to the Form 6458 that I am filing with the IRS showing the name and taxpayer identifying number of all other members of my "related group."
- ☐ I am not a member of a related group (as defined in section 4992(e)(2)).

I understand that I must file Part III within 10 days after I no longer qualify as an independent producer.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of independent producer ► Date ►

Part III Revocation of a Previously Filed Certificate

I no longer qualify for exemption from, or reduced rates of, the windfall profit tax. The status that I previously claimed was:

- ☐ Qualified governmental interest
- ☐ Qualified charitable interest
- ☐ Independent producer
- ☐ Exempt Indian oil
- ☐ Qualified independent producer of exempt stripper well oil

Date of original certification ► _____ Service Center where filed ► _____

Effective date of revocation ►

Signature of producer ► Date ►

Part IV Qualified Disburser Election

I certify that I am a qualified disburser as defined in regulations section 51.4995-5(b) and that I hereby elect to perform all the duties normally imposed upon the purchaser in regard to the administration of the windfall profit tax.

I understand that I must file Part VI within 10 days after this election is terminated.

Effective date of election

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser Date

Part V Joint Election for an Operator to Perform All the Duties of the Purchaser

I certify that I am the operator of the property identified below and that I am otherwise required to make deposits of windfall profit tax as a purchaser of oil from a different reservoir. The purchaser and I hereby elect that I will perform all the duties normally imposed on the purchaser in regard to the administration of the windfall profit tax. These duties include, but are not limited to, filing quarterly windfall profit tax returns, withholding, making deposits, and filing annual information returns with respect to this property.

I understand that I must file Part VI within 10 days after this election is terminated.

Property (include full lease name, location, and identifying number, if applicable)

Signature of operator | Taxpayer identifying number | Date

I certify that I am the purchaser of oil from the property identified above and that I have transferred all the duties imposed on me by the Crude Oil Windfall Profit Tax Act of 1980 and its regulations to the operator listed above.

I understand that I must file Part VI within 10 days after this election is terminated.

Signature of purchaser | Taxpayer identifying number | Date

Effective date of election

Part VI Termination of a Previously Filed Qualified Disburser or Joint Operator Election

I hereby certify that the— ☐ qualified disburser election, or ☐ joint operator election, has been terminated (check applicable box).

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser, operator, or purchaser

Date of election | Effective date of termination

Service Center where you filed your election

Part VII Self-Certified Incremental Tertiary Recovery Project

Attached is a certification statement for a qualified incremental tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-2 (self-certification).

Under penalties of perjury, I declare that I have examined this certificate, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of petroleum engineer | Date

Part VIII Termination of Injection

I hereby notify the Internal Revenue Service that I have ceased injecting liquids, gases, or other matter into a previously self-certified tertiary recovery project.

Property

Date of self-certification | Service Center where filed

Signature of operator | Date

Part IX Jurisdictional Agency Certified Tertiary Recovery Project

Attached is a certification for a qualified tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-3 (jurisdictional agency certification).

Signature of operator | Date

Part X Revocation of a Jurisdictional Agency Certification

I hereby notify the Internal Revenue Service that the jurisdictional agency that previously approved the incremental tertiary project identified below has revoked that approval.

Project

Date of revocation

Date original certification was filed | Service Center where filed

Signature of operator | Date

BRYAN WOODBINE GATHERING, INC.
3130 E. 29TH STREET
SUITE C-225
BRYAN, TEXAS 77802
409/776-0285

Windfall Profit Tax Information Sheet

The Crude Oil Windfall Profit Tax Act of 1980 requires an annual report (Form 6248) to be filed with Interest Owners and the Internal Revenue Service. The information requested on this sheet is required by the Internal Revenue Service for Windfall Profit Tax reporting purposes.

In order for you to receive your report promptly and as accurately as possible, please check the spaces below as applicable and return this sheet along with your division order.

Producer Type

____1. Individual
____2. Partnership
____3. Corporation
____4. Estate
____5. Trust
____6. U.S. Citizen or Entity, or Resident Alien
____7. Resident of U.S. Possessions
____8. Foreign Citizen or Entity, or Non-Resident Alien

Producer Status

____1. Independent Producer
____2. Integrated Oil Company
____3. Member of Related Group
____4. Operator
____5. Producer with no Withholding
____6. Royalty Owner
____7. Working Interest

NAME _____

SOCIAL SECURITY OR FEDERAL I.D. NUMBER _____

PROPERTY NUMBER _____

32.

M. F. 854161

CORRESPONDENCE FILE

TO

BUOC

FROM

DATED 3-22-86

DIVISION/TRANSFER ORDER
OIL AND GAS

COPY

Effective: July 1, 1985

To: Bryan Woodbine Gathering, Inc.

Each of the undersigned warrants and represents ownership of the interest set opposite his name in the schedule of interests attached as Ex. A hereof in the oil (defined as crude oil and condensate) and/or in the proceeds derived from the sale of all gas (defined as natural gas and casinghead gas) produced from the Bryan Woodbine Unit described as follows:

Bryan Woodbine Unit as described in Amended and Substituted Unit Agreement dated June 17, 1984 and recorded in Volume 694, Page 511 of the official records of Brazos County, Texas.

Prodeco Exploration, Inc. - Pults Unit II-1, Unit Tract 86

1. Oil and/or gas shall become the property of the purchaser upon actual delivery to it or to its designated carrier or agent. The oil shall be graded and measured in accordance with the customary pipeline rules and regulations or standards generally accepted in the industry. If purchased by you, settlement shall be based on your posted or quoted price per barrel (42 U.S. gallons) in effect on delivery date for oil of the kind and quality for the field where produced. If oil is sold for the account of the undersigned by you to another purchaser, settlement shall be based on the net proceeds realized at the well by you from such sale. In either case, you are authorized to reduce such price by, or deduct from said net proceeds, as the case may be, any charges for transporting oil by pipeline, truck and/or barge, any treating costs which in your opinion are necessary to make the oil merchantable, and actual costs of disbursement to the parties entitled to such proceeds.

2. Settlement for gas sold shall be based on the net proceeds realized at the point of delivery by you, after deducting any costs incurred in compressing, treating, gathering, transporting and/or dehydrating the gas for delivery and the disbursement costs as aforesaid. If the gas is processed in or near the field where produced, settlement shall be based on the net proceeds realized at the well, as determined by the agreement between the producer and processor, or, in the absence of such an agreement, the same basis as settlement with other producers of gas of like kind and quality processed at the same plant. For gas used off the unit, settlement shall be based on market value at the well. Where gas is sold subject to regulation by governmental authority, the maximum price approved by order of such authority shall be used as a basis for determining net proceeds realized, or market value at the well, provided that the portion of proceeds not based on a permanent certificate price may be suspended, without interest, until you have been furnished indemnification satisfactory to you that any required refund shall be paid.

3. Settlement shall be made monthly by your check mailed to the undersigned parties at the addresses given herein, less any taxes required by law to be deducted and paid by you. Should the proceeds accruing to any interest hereunder for any month be less than Fifty Dollars ($50.00), you may, at your option, retain such proceeds without interest until the first regular settlement date when the proceeds accumulated total as much as Fifty Dollars ($50.00); provided that, regardless of the total, payment of the accumulated amounts shall be made in December of each year.

4. You are hereby relieved of any responsibility for determining when any interest hereunder shall change by increase, decrease, termination, reversion or otherwise. You are authorized to remit pursuant to the division of interest credited hereunder until written notice to the contrary is received by you at the address set forth above, and you shall be held harmless against loss or liability due to your failure to receive such notice. Each of the undersigned agrees to notify you in writing of any change in his interest, and no transfer of interest shall be binding on you until you are furnished the original recorded instrument (or a certified copy thereof) or a transcript of proceedings which satisfactorily evidences such transfer, and your regular form of Transfer Order is fully executed and returned to you. Regardless of the effective date of the transfer, all transfers of interest shall be effective hereunder as of 7:00 a.m., on the first day of a calendar month, but not earlier than the first day of the calendar month following the month in which such written notice is received.

5. If any claim is made which, in your opinion, adversely affects title to any interest credited hereunder, or such title is not satisfactory to you, the parties credited with such interest severally agree to furnish abstracts or other evidence of title acceptable to you. In the event of failure to furnish such evidence of title, you are authorized to withhold payments accruing to such interest, without interest, until the claim is settled.

6. In the event the land described herein or any part thereof is included in one or more units now or hereafter formed or revised by order of any appropriate governmental authority or is included in one or more authorized voluntary or declared units now or hereafter formed or revised, it is agreed that settlement shall be made in accordance with the production allocated to said land without the execution of additional division orders.

7. Ratification is hereby made of that certain Gas Purchase (and Sale) Contract dated 9/1/83, between Prodeco Exploration, Inc. (Seller) and Ferguson Crossing Pipeline Co (Buyer). Ratification is hereby made of that Oil, Gas and Mineral Lease(s) and leasehold estates herein described, and it is hereby warranted that your right, title and interest in and to that certain Oil, Gas and Mineral Lease(s) and leasehold estate has been perfected in all respects in accordance with the terms of the base lease agreement by us, as Lessors; and the Unit Agreement dated June 12, 1984 is hereby ratified and confirmed.

8. Each working interest owner warrants that the oil and/or gas has been produced in accordance with all applicable laws, rules and regulations.

9. This Division/Transfer Order may be executed in counterparts and shall be binding upon and inure to the benefit of all signers hereof, their heirs, successors and assigns (whether or not it is signed by all parties herein named).

10. This Division Order may be assigned by you and the terms and provisions hereof shall be binding upon and inure to the benefit of the assignee thereof.

This Division/Transfer Order covers all substances produced with such oil and gas. From the effective date and until further written notice, subject to the terms and provisions hereinafter set forth, you or your designated agent are authorized to receive such production and give credit for all production received and for the proceeds derived from the sale of gas in accordance with the division of interest shown below (the contents of any attachments hereto shall constitute a part of this Division/Transfer Order):

Credit To:	Division of Interest	P.O. Address (Give box number or address)	Tax I.D. Number or Social Security:
		X	X
SEE ATTACHED EXHIBIT "A"			

IMPORTANT: TO AVOID DELAY IN PAYMENT -- YOUR CORRECT ADDRESS AND YOUR SOCIAL SECURITY NUMBER OR TAX ACCOUNT NUMBER MUST BE SHOWN.

WITNESSES: ATTEST:

(Two per Owner)

X _____

X _____

OWNERS MUST SIGN HERE:

X _____

BY: (print name) _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

TRANSFEROR JOINDER

The undersigned join herein to evidence transfer to the above owner/owners the interest above credited each in and to hydrocarbons and proceeds described, directing and authorizing us to account and pay the owner/owners in accordance with the foregoing.

WITNESSES:

(Two per Transferor)

TRANSFEROR:

BY: _____

BY: _____

EXHIBIT "A"
PULTS UNIT II-1
UNIT TRACT 86
TRACT PARTICIPATION .00150941

	Decimal Interest In Prior Pooled Unit	Decimal Interest In Fieldwide Unit
First National Bank of Bryan, Texas	.0281719 RI	.000042523 RI
Mary Ann Holland	.0070430 RI	.000010631 RI
Jeannie Mae May	.0070430 RI	.000010631 RI
Mont Belvieu State Bank for the Account of Robert A. Pults	.0070429 RI	.000010631 RI
Benjamin Franklin Savings Association for Maria Pults	.0070429 RI	.000010631 RI
Gene Austin McBride and wife, June F. McBride	.0042292 RI	.000006383 RI
Allen Geter McBride	.0104166 RI	.000015723 RI
Douglas H. McBride and wife, Katherine McBride	.0104166 RI	.000015723 RI
The United Methodist Church	.0020833 RI	.000003144 RI
E. J. McBride and wife, Clara T. McBride	.0336458 RI	.000050785 RI
The State of Texas (Lease #85461)	.0131250 RI	.000019811 RI
Luke J. Marino and wife, Louise F. Marino	.0312891 RI	.000047228 RI
Bellport Oil & Gas Inc.	.0131373 ORI	.000019829 ORI
Hi-Lo, Inc.	.0131373 ORI	.000019829 ORI
Donald L. Hall	.0053294 ORI	.000008044 ORI
Chevron U.S.A. Inc.	.0342857 ORI	.000051751 ORI
James A. Beller	.0002344 ORI	.000000354 ORI
Dreamers Oil Inc.	.0002344 ORI	.000000354 ORI
Prodeco Exploration, Inc.	.0236958 ORI	.000035767 ORI
Prodeco Exploration, Inc.	.3683219 WI	.000555949 WI
Ottawa Energy Inc.	.0962117 WI	.000145223 WI
Tri-Power Petroleum, Inc.	.0565950 WI	.000085425 WI
Bellport Oil & Gas Inc.	.0565950 WI	.000085425 WI
TCO Resources Corporation	.0452759 WI	.000068339 WI
BlueSky Oil & Gas Inc.	.0855740 WI	.000129166 WI
MCZ, Inc.	.0032812 WI	.000004953 WI
Andrus Resources Corp.	.0085107 WI	.000012846 WI
Bill W. Andrus	.0015381 WI	.000002322 WI
Charles R. Robinson	.0010254 WI	.000001548 WI

	Decimal Interest In Prior Pooled Unit	Decimal Interest In Fieldwide Unit
Milton M. Cooke, Sr.	.0010254 WI	.000001548 WI
Milton M. Cooke, Jr.	.0010254 WI	.000001548 WI
Troy P. Wakefield and Jean B. Wakefield, Trustees of the Parten Wakefield 1978 Trust	.0008438 WI	.000001274 WI
Troy P. Wakefield and Jean B. Wakefield	.0160312 WI	.000024198 WI
Chevron U.S.A. Inc.	.0065417 WI	.000009874 WI
	1.0000000	.001509410

(33) M85461
Diversion Order
Produco Exploration
4-8-86

M09600
STATE OF TEXAS - LEASE # 85461
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVENUE
AUSTIN, TX 78701

DIVISION ORDER OIL AND GAS
Effective July 1, 1985

RETAIN FOR YOUR RECORDS

To: BRYAN WOODBINE GATHERING, INC. (BWG, INC.)
3130 East 29th Street, Suite C-225
Bryan, Texas 77802

This division order applies to oil, gas, condensate and/or distillate or the proceeds from the sale thereof produced from the following described wells and lands, to wit:

All wells producing from the Bryan (Woodbine) Unit as established by "Amended and Substituted Unit Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas, insofar as it covers the Division of Interest for the tract attached hereto and made a part hereof.

Each of the undersigned certifies and guarantees that the interest set out on Exhibit "A", attached hereto and made a part hereof, opposite the name of the undersigned is the interest owned by the undersigned in the oil, gas, condensate and/or distillate or proceeds from the sale thereof from the above described property. From the effective date and until further written notice, subject to the terms and provisions hereinafter set forth, you or your designated agent are authorized to receive such production and give credit for all production received and for the proceeds derived from the sale of such production in accordance with the division of interest shown below (the contents of any attachments hereto shall constitute a part of this Division Order) and according to the following directions:

1. Oil, gas, condensate and/or distillate shall become the property of the purchaser upon actual delivery to it or to its designated carrier or agent. The oil or other liquid hydrocarbons shall be graded and measured in accordance with the customary pipeline rules and regulations or standards generally accepted in the industry. If purchased by you, settlement shall be based on your posted or quoted price per barrel (42 U.S. gallons) in effect on delivery date for oil of the kind and quality for the field where produced. If oil is sold for the account of the undersigned by you to another purchaser, settlement shall be based on the net proceeds realized at the well by you from such sale. In either case, you are authorized to reduce such price by, or deduct from said net proceeds, as the case may be, any charges for transporting oil by pipeline, truck and/or barge, any treating costs which in your opinion are necessary to make the oil merchantable, and actual costs of disbursement to the parties entitled to such proceeds.

2. Settlement for gas sold shall be based on the net proceeds realized at the point of delivery by you, after deducting any costs incurred in compressing, treating, gathering, transporting and/or dehydrating the gas for delivery and the disbursement costs as aforesaid. If the gas is processed in or near the field where produced, settlement shall be based on the net proceeds realized at the well, as determined by the agreement between the producer and processor, or, in the absence of such an agreement, the same basis as settlement with other producers of gas of like kind and quality processed at the same plant. For gas used off the unit, settlement shall be based on market value at the well.

3. In the event the price received by you and paid to the undersigned for the oil, gas condensate and/or distillate from the lands herein described is in excess of the maximum legal price that may be collected and paid, then the undersigned agrees to refund to you such excess with interest as determined under the applicable Federal or State Laws, rules, and regulations.

4. The undersigned agrees to indemnify you and hold you harmless from any liabilities for any tax imposed or assessed against the undersigned's interest hereunder, together with any fines or penalties similarly imposed, and hereby authorizes you to pay such tax or taxes and such fines or penalties and to deduct such amounts from the amount otherwise due the undersigned.

5. Settlement shall be made monthly by your check mailed to the undersigned parties at the addresses given herein, less any taxes required by law to be deducted and paid by you. Should the proceeds accruing to any interest hereunder for any month be less than Fifty Dollars ($50.00), you may, at your option, retain such proceeds without interest until the first regular settlement date when the proceeds accumulated total as much as Fifty Dollars ($50.00); provided that, regardless of the total, payment of the accumulated amounts shall be made in December of each year.

6. You are hereby relieved of any responsibility for determining when any interest hereunder shall change by increase, decrease, termination, reversion or otherwise. You are authorized to remit pursuant to the division of interest credited hereunder until written notice to the contrary is received by you at the address set forth above, and the undersigned agrees to hold you harmless against loss, liability, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you due to your failure to receive or the undersigned's failure to give such notice. Each of the undersigned agrees to notify you in writing of any change in his interest, and no transfer of interest shall be binding on you until you are furnished the original recorded instrument (or a certified copy thereof) or a transcript of proceedings which satisfactorily evidences such transfer, and your regular form of Transfer Order is fully executed and returned to you. Regardless of the effective date of the transfer, all transfers of interest shall be effective hereunder as of 7:00 a.m., on the first day of a calendar month, but not earlier than the first day of the calendar month following the month in which such written notice and evidence of such transfer is received.

7. Each of the undersigned warrants the title to the particular interest credited to the undersigned herein but, without impairment of such warranty, agrees that if any claim is made which, in your opinion, adversely affects title to any interest credited hereunder, or such title is not satisfactory to you, the undersigned will furnish a bond satisfactory to you, executed by a surety company as indemnity against such claim, or abstracts or other evidence of title acceptable to you, and further agrees that you may retain the purchase (or sales) price of the oil, gas, condensate and/or distillate without any obligation to pay interest

thereon until such bond or evidence of title be furnished, or until the dispute as to ownership be settled in a manner satisfactory to you. Each of the undersigned hereby ratifies and confirms the oil and gas lease or leases and assignments and/or subleases pertaining thereto covering the tract or tracts as to which the undersigned is credited with an interest, and recognizes said agreements to be presently valid and subsisting in accordance with its or their terms, and the consideration for the execution of this ratification is the proceeds from production obtained and to be obtained from the wells and lands herein described.

8. In the event the land described herein or any part thereof is included in one or more units now or hereafter formed or revised by order of any appropriate governmental authority or is included in one or more authorized voluntary or declared units now or hereafter formed or revised, it is agreed that settlement shall be made in accordance with the production allocated to said land without the execution of additional division orders.

9. Each owner of a working interest in the land described above warrants that the royalties and/or overriding royalties applicable to the working interest owned by such owner are correctly set out and owned as shown on this division order. Each such owner of a working interest hereby authorizes and directs you to make payment for all royalties and/or overriding royalties that may become due and attributable to the working interest of the undersigned in accordance with this division order. Each such owner of a working interest in said land agrees to indemnify you from and against any claim, liability, damages, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by or claimed against you in connection with any payment made by you in accordance with this division order.

10. Each working interest owner warrants that the oil and/or gas has been produced in accordance with all applicable laws, rules and regulations.

11. This Division Order may be executed in counterparts and shall be binding upon and inure to the benefit of all signers hereof, their heirs, successors and assigns (whether or not it is signed by all parties herein named).

12. This Division Order may be assigned by you and the terms and provisions hereof shall be binding upon and inure to the benefit of the assignee thereof.

13. The undersigned hereby adopts, ratifies and confirms the "Amended and Substituted Agreement, Bryan (Woodbine) Unit, Brazos County, Texas", dated June 12, 1984, recorded in Volume 694, Page 511, of the Official Records of Brazos County, Texas.

14. This Division Order shall inure to the benefit of BWG, INC. and the undersigned, and their respective heirs, successors, and assigns; and, the undersigned, and each of them, by executing this division order, hereby agree that the persons, partnerships, corporations, or firms to whom you may sell or market all, or any part, of the production produced from or allocated to the lands described above may make payment to you for all such production purchased from the undersigned; that they will look solely to you for payment of their interest in such production which is being purchased from them hereunder; and that, insofar as concerns and to the extent of their interest owned hereunder, that they will hold harmless, protect and indemnify all purchasers from you against any and all claims, damages and expenses of whatsoever nature in connection with the purchase of such production by said purchaser and the payment to you for same.

WITNESSES: SIGNATURE OF OWNER: DATE:

_____ _____ _____

_____ ADDRESS: _____

_____ SOCIAL SECURITY NO.

_____ _____

WITNESSES: SIGNATURE OF OWNER: DATE:

_____ _____ _____

_____ ADDRESS: _____

_____ SOCIAL SECURITY NO.

_____ _____

WITNESSES: SIGNATURE OF LIENHOLDER (if any) DATE:

_____ _____ _____

_____ By: _____

PATRANELLA OIL UNIT #1
BRYAN UNIT TRACT NO. 77
BRYAN (WOODBINE) FIELD

ROYALTY INTEREST	DIVISION OF INTEREST OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
FRANK AND HOPE CANO RT. 2. BOX 76B BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.251330	1.113531	0.002799
DOVIE CROUCH 2106 ELMWOOD BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.515310	1.113531	0.005738
JACKIE R. HARPER RT. 2, BOX 408 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.156250	1.113531	0.001740
WELDON EARL KENNEDY (SUSPENSE)	0.021410	1.113531	0.000238
WILLIAM THEOPOLUS KENNEDY, JR. (SUSPENSE)	0.021420	1.113531	0.000239
JOHNNY S. AND BONNIE C. LAMPO 2908 PAR DRIVE BRYAN, TEXAS 77801 S. S. NO. [redacted]	5.042960	1.113531	0.056155
JACK C. AND LYNDA MARINO RT. 2, BOX 81 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.062500	1.113531	0.000696
JACK AND KATHRYN MARINO 2905 OKLAHOMA AVE. BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.861060	1.113531	0.009588
PETER THOMAS MARINO 3217 WILDLIFE CIRCLE BRYAN, TEXAS 77802 S. S. NO. [redacted]	0.062500	1.113531	0.000696
FLOYD B. MOORE, TRUSTEE P. O. BOX 447 HUNTSVILLE, TEXAS 77340 S. S. NO. [redacted]	1.644220	1.113531	0.018309

PATRANELLA OIL UNIT #1
BRYAN UNIT TRACT NO. 77
BRYAN (WOODBINE) FIELD

ROYALTY INTEREST	DIVISION OF INTEREST OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
RAYMOND MURPHY RT. 2, BOX 206 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.251330	1.113531	0.002799
FRANK P. & LENA C. PATRANELLA P. O. BOX 1265 BRYAN, TEXAS 77806 S. S. NO. [redacted]	0.781020	1.113531	0.008697
FRANK P. & LENA C. PATRANELLA P. O. BOX 1265 BRYAN, TEXAS 77806 S. S. NO. [redacted]	2.084380	1.113531	0.023210
LUCY M. RESTIVO RT. 3, BOX 522 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.117300	1.113531	0.001306
ILA L. SCHRAM RT. 2, BOX 275 BRYAN, TEXAS 77801 S. S. NO. [redacted]	0.299830	1.113531	0.003339
STATE OF TEXAS LEASE #85460 GENERAL LAND OFFICE 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701 TAX ID NO. [redacted]	0.938350	1.113531	0.010449
STATE OF TEXAS LEASE #85461 GENERAL LAND OFFICE 1700 NORTH CONGRESS AVENUE AUSTIN, TEXAS 78701 TAX ID NO. [redacted]	0.234150	1.113531	0.002607
OVERRIDING ROYALTY			
JAMES A. BELLER P. O. BOX 2086 WAXAHACHIE, TEXAS 75165 S. S. NO. [redacted]	0.474970	1.113531	0.005289

PATRANELLA OIL UNIT #1
BRYAN UNIT TRACT NO. 77
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
DREAMERS OIL, INC. 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.474960	1.113531	0.005289
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 S. S. NO. [redacted]	6.001300	1.113531	0.066826
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES PARTEN WAKEFIELD 1978 TRUST 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	0.315860	1.113531	0.003517
WORKING INTEREST			
ANDRUS RESOURCES CORPORATION 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 TAX ID NO. [redacted]	19.046120	1.113531	0.212084
BILL W. ANDRUS 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	3.442080	1.113531	0.038329
MILTON M. COOKE, SR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	2.294710	1.113531	0.025552
MILTON M. COOKE, JR. 2310 MCALLISTER HOUSTON, TEXAS 77092 S. S. NO. [redacted]	2.294710	1.113531	0.025552
MCZ, INC. P. O. BOX 53486 HOUSTON, TEXAS 77052 TAX ID NO. [redacted]	7.343080	1.113531	0.081767

PATRANELLA OIL UNIT #1
BRYAN UNIT TRACT NO. 77
BRYAN (WOODBINE) FIELD

DIVISION OF INTEREST

	OWNER'S % INTEREST IN TRACT	TRACT'S % INTEREST IN UNIT	OWNER'S % INTEREST IN UNIT*
CHARLES R. ROBINSON 1990 POST OAK BLVD., STE. 2400 HOUSTON, TEXAS 77056 S. S. NO. [redacted]	2.294710	1.113531	0.025552
TROY P. AND JEAN B. WAKEFIELD 3131A EAST 29TH STREET BRYAN, TEXAS 77802 S. S. NO. [redacted]	35.782040	1.113531	0.398445
TROY P. WAKEFIELD AND JEAN B. WAKEFIELD, TRUSTEES PARTEN WAKEFIELD 1978 TRUST 3131A EAST 29TH STREET BRYAN, TEXAS 77802 TAX ID NO. [redacted]	1.883260	1.113531	0.020971
COVERED BY OUTSIDE DIVISION ORDERS	5.006880	1.113531	0.055753
UNIT TOTAL	100.000000	1.113531	1.113531

*OWNER'S INTEREST IN UNIT IS DETERMINED BY MULTIPLYING THE OWNER'S INTEREST IN TRACT (WELL) BY THE TRACT'S INTEREST IN UNIT.

Form **6783**
Department of the Treasury
Internal Revenue Service
(December 1981)

Qualified Royalty Owner's Exemption Certificate

OMB No. 1545-0615
Expires 9-30-84

Name | Taxpayer Identifying Number

Number and street

City or town, State and ZIP code

Part A—Royalty Owner's Exemption Certificate.

I certify that I am a qualified royalty owner (as defined in section 6429(d)(1)) and that all of my production from the property(ies) listed below qualifies for exemption from the withholding of windfall profit tax.

The total qualified royalty production from these property(ies) (plus qualified royalty production from other properties that I have certified) does not exceed my share of the maximum amount exempt for qualified royalty owners. (Attach additional sheets, if needed).

Property #1
Full lease name — Identifying number, if applicable
Location

Property #2
Full lease name — Identifying number, if applicable
Location

Property #3
Full lease name — Identifying number, if applicable
Location

Property #4
Full lease name — Identifying number, if applicable
Location

Part B—Revocation of a Previously Filed Certificate.

I am revoking my previously filed certificate with respect to the property(ies) listed below. (Attach additional sheets, if needed.)

Property #1
Full lease name — Identifying number, if applicable
Location
Date original certificate was filed

Property #2
Full lease name — Identifying number, if applicable
Location
Date original certificate was filed

Please Sign Here

Under penalties of perjury, I declare that I have examined this exemption certificate and to the best of my knowledge and belief, it is true, correct, and complete.

▶ Signature ▶ Date

For Paperwork Reduction Act Notice, see back of this form.

Form **6783** (12-81)

Instructions

(References are to the Internal Revenue Code.)

Paperwork Reduction Act Notice.—The Paperwork Reduction Act of 1980 says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. We ask for the information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

Purpose of Form

This form is used by qualified royalty owners to certify their status for exemption from the withholding of windfall profit tax.

Qualified royalty owners may be entitled to an exemption of up to 2 barrels per day (for each day of the calendar quarter) from the withholding of windfall profit tax for oil removed in 1982 through 1984. For oil removed in 1985 and after, the qualified royalty owner may be entitled to an exemption from withholding of up to 3 barrels per day (for each day of the calendar quarter). See "Who May Use Form 6783" for the rules to follow in completing Form 6783.

If your qualified royalty production from any one property exceeds the maximum amount exempt, you may not use Form 6783 with respect to that property.

Furnishing Form 6783

Qualified royalty owners should furnish Form 6783 to their purchaser (or other withholding agent) so that the purchaser (or other withholding agent) can adjust the withholding of windfall profit tax for the qualified royalty owner.

Who May Use Form 6783

In order to use Form 6783, you must meet three conditions—

- You must be a qualified royalty owner.
- Your production from the property must be qualified royalty production.
- The qualified royalty production from the property you are certifying (plus qualified royalty production from other properties that you have already certified, if any) does not exceed the maximum amount exempt.

Qualified royalty owners.—Only individuals, estates, and family farm corporations are qualified royalty owners. (Section 6429(d)(1).)

Qualified royalty production.—Generally qualified royalty production is oil produced from the property that is not attributable to an operating mineral interest in the property. (See sections 6429(d)(2) and (3) for rules and exceptions.)

Maximum amount exempt.—The maximum amount of qualified royalty production that is exempt from the withholding of windfall profit tax is 2 barrels a day for oil removed in 1982 through 1984. For oil removed in 1985 and after, the maximum amount exempt from withholding is three barrels a day. However, if you must share the royalty owner's exemption with members of your family or certain others, your maximum amount exempt will be less.

If you are a member of a family, or if you are a shareholder in a family farm corporation, or if you are a family farm corporation that has common shareholders with another family farm corporation, your amount of exemption may be less than the maximum amount.

Members of a family must share the barrel per day exemption based on their portion of the total qualified production of the entire family. A family for purposes of this exemption includes a husband, wife, and their minor children.

When completing Form 6783, you may use estimates, based upon historical data, to compute your portion of the amount exempt.

For example, Mr. and Mrs. Jones and their minor son, Arnold, are all qualified royalty owners. For calendar year 1982 they expect (based on historical data) their quarterly qualified royalty production to be as follows.

Mr. Jones	40 barrels
Mrs. Jones	40 barrels
Arnold Jones	20 barrels
	100 barrels

Accordingly, Mr. Jones would be entitled to claim exemption from withholding of up to ⅘ of a barrel per day. Mrs. Jones is also entitled to claim an exemption from withholding of up to ⅘ of a barrel a day. Arnold is entitled to claim an exemption from withholding of up to ⅖ of a barrel per day.

For rules concerning the allocation of the maximum exempt amount between shareholders and family farm corporations, and family farm corporations with common shareholders, please see section 6429(c).

If you must share the maximum amount exempt with any other qualified royalty owner, attach a list showing the name and taxpayer identifying number of such person(s).

- If your qualified production from a property exceeds the maximum amount exempt, you may not use Form 6783.

For example, assume you are a qualified royalty owner who does not have to share the credit with any other qualified royalty owner. Your qualified production is from one property. The amount of your qualified production is 10 barrels a day. You may not use Form 6783 to certify any portion of that amount as being exempt from the withholding of windfall profit tax, since that production exceeds the maximum amount exempt. Instead, you may file Form 6249, Computation of Overpaid Windfall Profit Tax, to claim a credit or refund after the calendar year of removal.

- If your qualified production from a property, when added to other qualified production that you have certified, is more than the maximum amount exempt, you may not use Form 6783 to certify the qualified production from that property.

For example, you are a qualified royalty owner who does not have to share the exemption with any other qualified royalty owner. For oil removed in 1982, your maximum amount exempt is 2 barrels a day. You have qualified production from two properties. Qualified production from the first property is 1½ barrels per day. Qualified production from the second property is ¾ barrels per day. You may not use Form 6783 to certify the production from both properties as being exempt from withholding since the total exceeds the maximum amount exempt. To obtain the maximum tax benefit, you may want to use Form 6783 to certify the first property. In any case, you may file Form 6249 to claim a credit or refund based on barrels of oil that are exempt from windfall profit tax but that have not been certified on Form 6783.

Revocation of a Previously Filed Certificate.—If you are no longer able to certify that your production from a property qualifies for exemption from the withholding of windfall profit tax, you must complete Part B. In general, two events may take place that would cause a revocation of a previously filed certificate.

- You are no longer a qualified royalty owner. That is, your interest in the property was transformed from a royalty interest to an operating mineral interest.
- The amount of production, when added to any other qualified production that you have certified, exceeds the maximum amount exempt. For example, assume you are a qualified royalty owner who doesn't have to share the exemption with any other royalty owner and you have only one property that has qualified production. If that qualified production exceeds the maximum amount exempt, you must comolete Part B and revoke your prior certification.

If you are revoking a previously furnished Form 6783, give Form 6783 to the person to whom you furnished your original certificate.

Taxpayer identifying number.—For individuals, the taxpayer identifying number is their social security number.

For family farm corporations and estates, the taxpayer identifying number is their employer identification number.

☆ U.S. GPO: 1981 - 569-020/4 E. I. NO. 73-0667115

Form **6458**
(Rev. June 1985)
Department of the Treasury
Internal Revenue Service

Certification and Election Form

► See separate instructions.

OMB No. 1545-0230
Expires 4-30-88

Name | Taxpayer identifying number

Address (number and street)

City or town, state and ZIP code

Name of purchaser (only completed by a purchaser who is forwarding a qualified disburser election) | Taxpayer identifying number

Part I Exemption Certificate

I certify that all my production from the properties on the attached list is exempt from the windfall profit tax.

I am entitled to this exemption because I qualify for the status indicated below (check applicable box):

- ☐ Qualified governmental interest (section 4994(a))
- ☐ Qualified charitable interest (section 4994(b))
- ☐ Exempt Indian oil (section 4994(d))
- ☐ Qualified independent producer of exempt stripper well oil (section 4994(g))

I understand that I must file Part III within 10 days after I no longer qualify for exemption from the windfall profit tax.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of exempt producer ► Date ►

Part II Independent Producer Certificate

I certify that I qualify as an independent producer as defined in section 4992, and that all my taxable production from the properties listed on the attached sheet is entitled to the lower rate of windfall profit tax for tier one and tier two oil.

The total taxable production from these properties (plus production from other qualified properties that I have certified) does not exceed my share of the 1,000 barrel a day amount for independent producers.

I certify that (check applicable box):

- ☐ I am a member of a related group (as defined in section 4992(e)(2)). I am attaching a list to the Form 6458 that I am filing with the IRS showing the name and taxpayer identifying number of all other members of my "related group."
- ☐ I am not a member of a related group (as defined in section 4992(e)(2)).

I understand that I must file Part III within 10 days after I no longer qualify as an independent producer.

Under penalties of perjury, I declare that I have examined this certificate, including accompanying instructions, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of independent producer ► Date ►

Part III Revocation of a Previously Filed Certificate

I no longer qualify for exemption from, or reduced rates of, the windfall profit tax. The status that I previously claimed was:

- ☐ Qualified governmental interest
- ☐ Qualified charitable interest
- ☐ Independent producer
- ☐ Exempt Indian oil
- ☐ Qualified independent producer of exempt stripper well oil

Date of original certification ► _____ Service Center where filed ► _____

Effective date of revocation ►

Signature of producer ► Date ►

Part IV Qualified Disburser Election

I certify that I am a qualified disburser as defined in regulations section 51.4995-5(b) and that I hereby elect to perform all the duties normally imposed upon the purchaser in regard to the administration of the windfall profit tax.

I understand that I must file Part VI within 10 days after this election is terminated.

Effective date of election

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser Date

Part V Joint Election for an Operator to Perform All the Duties of the Purchaser

I certify that I am the operator of the property identified below and that I am otherwise required to make deposits of windfall profit tax as a purchaser of oil from a different reservoir. The purchaser and I hereby elect that I will perform all the duties normally imposed on the purchaser in regard to the administration of the windfall profit tax. These duties include, but are not limited to, filing quarterly windfall profit tax returns, withholding, making deposits, and filing annual information returns with respect to this property.

I understand that I must file Part VI within 10 days after this election is terminated.

Property (include full lease name, location, and identifying number, if applicable)

Signature of operator | Taxpayer identifying number | Date

I certify that I am the purchaser of oil from the property identified above and that I have transferred all the duties imposed on me by the Crude Oil Windfall Profit Tax Act of 1980 and its regulations to the operator listed above.

I understand that I must file Part VI within 10 days after this election is terminated.

Signature of purchaser | Taxpayer identifying number | Date

Effective date of election

Part VI Termination of a Previously Filed Qualified Disburser or Joint Operator Election

I hereby certify that the— ☐ qualified disburser election, or ☐ joint operator election, has been terminated (check applicable box).

Property (include full lease name, location, and identifying number, if applicable)

Signature of qualified disburser, operator, or purchaser

Date of election | Effective date of termination

Service Center where you filed your election

Part VII Self-Certified Incremental Tertiary Recovery Project

Attached is a certification statement for a qualified incremental tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-2 (self-certification).

Under penalties of perjury, I declare that I have examined this certificate, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of petroleum engineer | Date

Part VIII Termination of Injection

I hereby notify the Internal Revenue Service that I have ceased injecting liquids, gases, or other matter into a previously self-certified tertiary recovery project.

Property

Date of self-certification | Service Center where filed

Signature of operator | Date

Part IX Jurisdictional Agency Certified Tertiary Recovery Project

Attached is a certification for a qualified tertiary recovery project. The project is certified under the rules contained in regulations section 51.4993-3 (jurisdictional agency certification).

Signature of operator | Date

Part X Revocation of a Jurisdictional Agency Certification

I hereby notify the Internal Revenue Service that the jurisdictional agency that previously approved the incremental tertiary project identified below has revoked that approval.

Project

Date of revocation

Date original certification was filed | Service Center where filed

Signature of operator | Date

BRYAN WOODBINE GATHERING, INC.
3130 E. 29TH STREET
SUITE C-225
BRYAN, TEXAS 77802
409/776-0285

Windfall Profit Tax Information Sheet

The Crude Oil Windfall Profit Tax Act of 1980 requires an annual report (Form 6248) to be filed with Interest Owners and the Internal Revenue Service. The information requested on this sheet is required by the Internal Revenue Service for Windfall Profit Tax reporting purposes.

In order for you to receive your report promptly and as accurately as possible, please check the spaces below as applicable and return this sheet along with your division order.

Producer Type

____1. Individual
____2. Partnership
____3. Corporation
____4. Estate
____5. Trust
____6. U.S. Citizen or Entity, or Resident Alien
____7. Resident of U.S. Possessions
____8. Foreign Citizen or Entity, or Non-Resident Alien

Producer Status

____1. Independent Producer
____2. Integrated Oil Company
____3. Member of Related Group
____4. Operator
____5. Producer with no Withholding
____6. Royalty Owner
____7. Working Interest

NAME _____

SOCIAL SECURITY OR FEDERAL I.D. NUMBER _____

PROPERTY NUMBER _____

34. M 85461
Bryan Woodbine Gathering
1-15-86

MERIT ENERGY COMPANY
12221 Merit Drive, Suite 1040
Dallas, Texas 75251
(214) 701-8377
(214) 960-1252 Fax

April 20, 1990

Re: Kurton Woodbine Unit, Brazos County, Texas (the "Unit") as described in that certain Unit Agreement recorded in Volume 686, Page 326, of the records of Brazos County, Texas.

Dear Interest Owner:

On January 1, 1990 Merit Energy Company ("Merit") replaced Chevron U.S.A. Inc. ("Chevron") as the Operator and revenue disburser for the Unit. Our records indicate that you are either a Working interest, Overriding Royalty interest, or a Royalty interest owner in lands covered by the Unit and that you have previously executed and delivered to Chevron a Division or Transfer Order (the "Chevron Division Order"). In order to expedite the transition from Chevron to Merit and in order to avoid unnecessary paperwork, we are asking you to ratify and confirm the Chevron Division Order.

By your execution hereof, effective January 1, 1990, and until further notice, you (i) represent and warrant to Merit that the interest set forth in the Chevron Division Order is true and correct, (ii) agree that you and Merit are bound by the terms and conditions of the Chevron Division Order as fully as if such Division Order had been addressed directly to Merit, and (iii) agree that if the proceeds of production in any month amount to less than $25.00, Merit may defer settlement until accruals total that sum, provided settlement will be made at least once each calendar year.

If the terms of this letter are acceptable to you, please execute the enclosed copy of this letter in the appropriate place and return it to Merit at your earliest convenience. If an executed copy of this letter is received by Merit on or before 60 days, from the date of this letter, no interruption in revenues will be necessary.

If you should have any questions, please contact Anna McMinn at (214) 701-8377.

Sincerely,

Anna McMinn
Land Administrator

AGREED AND ACCEPTED THIS_____ day of _____, 1990.

by:_____ SS#_____

MERIT ENERGY COMPANY
12221 Merit Drive, Suite 1040
Dallas, Texas 75251
(214) 701-8377
(214) 960-1252 Fax

April 20, 1990

Re: Kurton Woodbine Unit, Brazos County, Texas (the "Unit") as described in that certain Unit Agreement recorded in Volume 686, Page 326, of the records of Brazos County, Texas.

Dear Interest Owner:

On January 1, 1990 Merit Energy Company ("Merit") replaced Chevron U.S.A. Inc. ("Chevron") as the Operator and revenue disburser for the Unit. Our records indicate that you are either a Working interest, Overriding Royalty interest, or a Royalty interest owner in lands covered by the Unit and that you have previously executed and delivered to Chevron a Division or Transfer Order (the "Chevron Division Order"). In order to expedite the transition from Chevron to Merit and in order to avoid unnecessary paperwork, we are asking you to ratify and confirm the Chevron Division Order.

By your execution hereof, effective January 1, 1990, and until further notice, you (i) represent and warrant to Merit that the interest set forth in the Chevron Division Order is true and correct, (ii) agree that you and Merit are bound by the terms and conditions of the Chevron Division Order as fully as if such Division Order had been addressed directly to Merit, and (iii) agree that if the proceeds of production in any month amount to less than $25.00, Merit may defer settlement until accruals total that sum, provided settlement will be made at least once each calendar year.

If the terms of this letter are acceptable to you, please execute the enclosed copy of this letter in the appropriate place and return it to Merit at your earliest convenience. If an executed copy of this letter is received by Merit on or before 60 days, from the date of this letter, no interruption in revenues will be necessary.

If you should have any questions, please contact Anna McMinn at (214) 701-8377.

Sincerely,

Anna McMinn
Land Administrator

AGREED AND ACCEPTED THIS_____ day of _____, 1990.

by:_____ ss#_____

DE-PSP

35

MF 85461
ITEM Ltr
TO
FROM Merit Energy
DATE 4.24.90

Harriet Dunne - MF085461

From: Alex Saenz
To: Dunne, Harriet
Date: 12/7/2011 2:45 PM
Subject: MF085461
Attachments: Saenz, Alex.vcf

Harriet,
MF085461 in Brazos county has the status of No Non-Unit Acres.
It was associated with Units 1786 & 2164, which are now Inactive and Terminated.
The lease has no wells on it and should be terminated.
Thanks,

Alex Saenz
Database & Systems Manager
Energy Resources Division
Texas General Land Office
(512) 475-1584
alex.saenz@glo.texas.gov

6/2002 last production
9-1-02 termination date.
This lease has been replaced by later leases & units.

36.

File No. MF 085461

Notice of termination

Date Filed: 9-7-11

Jerry E. Patterson, Commissioner

By

This application will soon be replaced by the new ALAMO application!

Parallel testing of the ALAMO application begins July 18. Please assist us in testing by selecting the ALAMO icon in your NAL window. If you do not see the icon in your NAL window, please refresh it by hitting the (F5) key. For further assistance, please contact TSC at 3-8877.

Leases in Unit

Unit: 2164

*Unit 2203

8 Leases Found

Last Rev 10/12

Lease	Lease Status	Unit Tract	Participation Decimal	Oil Royalty Lease	Oil Royalty Unit	Gas Royalty Lease	Gas Royalty Unit	Sulphur Royalty Lease	Sulphur Royalty Unit
HROW MF085459*	NO NON-UNIT ACRES	01	0.00144411	0.28000000	0.00040435	0.28000000	0.00040435	0.28000000	0.0004043
MF085460*	NO NON-UNIT ACRES	02	0.00127342	0.28000000	0.00035656	0.28000000	0.00035656	0.28000000	0.0003565
→ MF085461	TERMINATED	03	0.00059680	0.28000000	0.00016710	0.28000000	0.00016710	0.28000000	0.0001671
MF088933*	PRODUCING	05	0.01247782	0.25000000	0.00311946	0.25000000	0.00311946	0.25000000	0.0031194
MF089947*	NO NON-UNIT ACRES	06	0.00200000	0.25000000	0.00050000	0.25000000	0.00050000	0.25000000	0.0005000
MF092018*	NO NON-UNIT ACRES	04	0.00203594	0.25000000	0.00002489	0.25000000	0.00002489	0.25000000	0.0000248
MF092018*	NO NON-UNIT ACRES	07	0.00009956	0.25000000	0.00002489	0.25000000	0.00002489	0.25000000	0.0000248
MF095302*	NO NON-UNIT ACRES	07	0.00009956	0.25000000	0.00002489	0.25000000	0.00002489	0.25000000	0.0000248

For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000

This application will soon be replaced by the new ALAMO application!

Parallel testing of the ALAMO application begins July 18. Please assist us in testing by selecting the ALAMO icon in your NAL window. If you do not see the icon in your NAL window, please refresh it by hitting the (F5) key. For further assistance, please contact TSC at 3-8877.

Leases in Unit

Unit: 1786

* Unitz203

14 Leases Found

Lease	Lease Status	Unit Tract	Participation Decimal	Oil Royalty Lease	Oil Royalty Unit	Gas Royalty Lease	Gas Royalty Unit	Sulphur Royalty Lease	Sulphur Royalty Unit
MF085459*	NO NON-UNIT ACRES	01	0.00144411	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	17	0.00340102	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	50	0.01503917	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	51	0.02048038	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	71	0.02032555	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	74	0.01663753	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085459	NO NON-UNIT ACRES	90	0.01492758	0.28000000	0.02542714	0.28000000	0.02542714	0.28000000	0.02542714
MF085460*	NO NON-UNIT ACRES	02	0.00127342	0.28000000	0.00462958	0.28000000	0.00462958	0.28000000	0.00462958
MF085460	NO NON-UNIT ACRES	82	0.00795463	0.28000000	0.00462958	0.28000000	0.00462958	0.28000000	0.00462958
MF085460	NO NON-UNIT ACRES	84	0.00857959	0.28000000	0.00462958	0.28000000	0.00462958	0.28000000	0.00462958

MF085461	TERMINATED	106	0.00146962	0.28000000	0.00576080	0.28000000	0.00576080	0.28000000	0.00576080
MF085461	TERMINATED	24	0.00956196	0.28000000	0.00576080	0.28000000	0.00576080	0.28000000	0.00576080
MF085461	TERMINATED	53	0.00740182	0.28000000	0.00576080	0.28000000	0.00576080	0.28000000	0.00576080
MF085461	TERMINATED	84	0.00214090	0.28000000	0.00576080	0.28000000	0.00576080	0.28000000	0.00576080

For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000

File No. MF085461 36.
Notice of termination

Date Filed: 9-1-11

Jerry E. Patterson, Commissioner

By